Mariposa County

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MILES MENETREY, CHAIR	**DISTRICT V**
WAYNE FORSYTHE, VICE-CHAIR	**DISTRICT IV**
ROSEMARIE SMALLCOMBE	**DISTRICT I**
SHANNON POE	**DISTRICT II**
DANETTE TOSO	**DISTRICT III**

BOARD OF SUPERVISORS
ACTION SUMMARY MINUTES
JUNE 20, 2023

A. 9:00 AM Called to Order

Chair Menetrey called the meeting to order.

Attendee Name	Title	Status	Arrived
Rosemarie Smallcombe	District I Supervisor	Present	9:00 AM
Shannon Poe	District II Supervisor	Present	9:00 AM
Danette Toso	District III Supervisor	Present	9:00 AM
Wayne Forsythe	District IV Supervisor	Present	9:00 AM
Miles Menetrey	District V Supervisor	Present	9:00 AM

B. Pledge of Allegiance

Chair Menetrey led the pledge.

C. Introductions

Tara Schiff/Economic Development Specialist introduced Khalil Neogy, who is her summer intern. He is also a senior in the Mariposa County class of 2024.

Elizabeth Darcy/Public Information Officer introduced Sydney Jacobs who is her summer intern.

Anthony Rios/Technical Services Manager introduced Carl Ryals, who is the summer intern, and Mr. Rios noted Mr. Ryals is a student at Berkely.

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

Joe Lynch/Health and Human Services Director commented on CA.10, noting when individuals join committees and/or commissions, it is admirable. He thanked Captain Land for his service on the Behavioral Health Board.

Jeremy Briese/Sheriff Commented on CA. 28. He thanked the Board for working with them and working together through the process. He noted that if there is any roll over funds, or higher than anticipated Transient Occupancy Tax (TOT) Revenue that the Board looks at the Sheriff's Department to receive funds.

Mike Brusa/Bear Valley commented on the emergencies, noting he's happy to see some of them being terminated.

9:16 AM, the Board recessed for technical difficulties due to the TEAMS call in line. The meeting was reconvened at 9:31 AM when Chair Menetrey announced that if public comment wanted to be made live, the public would need to call (209) 742-1227 and they would be transferred to the chambers.

Supervisor Smallcombe moved the consent agenda and then withdrew her motion. .

Chair Menetrey commented on CA. 23 and CA. 24, noting he was happy to see these items coming forward.

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District I Supervisor Rosemarie Smallcombe
SECONDER:	District II Supervisor Shannon Poe
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

CA1. **Health and Human Services Agency**

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County

CA2. **Sheriff's Department**

Resolution Continuing the Local Emergency Due to the 2022/2023 Meteorological "Atmospheric River" Event

CA3. **Health and Human Services Agency**

Adopt a Resolution Terminating the Existence of the Local Health Emergency Due to the Oak Fire

CA4. **Sheriff's Department**

Adopt a Resolution Terminating the Existence of the Local Emergency Due to the Oak Fire

CA5. **Sheriff's Department**

Resolution Continuing a Local Emergency Due to Extreme Snowstorms in February and March of 2023

CA6. **Administration**

Rescind Resolution 2023-191 and Approve Business Assistance Loan for Vines & Vittles, Inc. in the Amount of $50,000 at a 2% Interest Rate for a 10 Year Term with Possible Loan Forgiveness After One Year of Payments; Approve Loan Documents; Authorize the Board of Supervisors Chair to Sign the Documents (Subject to Approval as to Legal Form by County Counsel); and Authorize the Auditor to Submit Payment

CA7. **Administration**

Approve an Agreement with Tangent for Renewal of Microsoft 365 Services in the Amount of $170,000; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA8. **Clerk of the Board**

Department Head Signed Agreements

CA9. **Clerk of the Board**

CAO (Purchasing Agent) Signed Agreements

CA10. **Clerk of the Board**

Accept Resignation of Sean Land on the Behavioral Health Board (BHB), and Recognize His Service

CA11. **District Attorney**

Approve the Submittal of Violence Against Women Vertical Prosecution Grant Proposal to Support Prosecution Efforts and Victim Services in the Amount of $270,060; and Authorize the Board of Supervisors Chair and District Attorney to Sign the Grant Proposal

CA12. **District Attorney**

Adopt a Resolution Authorizing the District Attorney to Sign Any Grant Award Agreement, Amendments and/or Extensions to the Violence Against Women Vertical Prosecution Grant (Subject to Approval as to Legal Form by County Counsel)

CA13. **Health and Human Services Agency**

Approve the 2023 Emergency Supplemental Low Income Home Energy Assistance Program (ESLIHEAP) Agreement 23J-5725 and Certifications with the California Department of Community Services and Development (CSD) in an Amount not to Exceed $307,681 to Provide Energy Assistance Payments; and Authorize the Board of Supervisors Chair to Sign the Agreement, Certifications, and All Subsequent Amendments (Subject to Approval as to Legal Form by County Counsel)

CA14. **Health and Human Services Agency**

Approve an Agreement with Mother Lode Job Training (MLJT) to Provide Employment Placement Services for Individuals in the Subsidized Employment Program for an Amount not to Exceed $210,896; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA15. **Health and Human Services Agency**

Approve Modification Four to Sub-contractor Agreement with the California Department of Health Care Services for Crisis Care Mobile Units (CCMU) Program Increasing the Amount by $500,000 for a New Amount Not to Exceed $1,000,000 and Extend the Term of the Agreement to December 31, 2025; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA16. **Health and Human Services Agency**

Approve an Agreement with Accela to Provide Software Services for the Environmental Health Unit with Health and Human Services Agency (HHSA); and Authorize the Board of Supervisors Chair to Sign the Agreement

CA17. **Health and Human Services Agency**

Approve Third Amendment to Scott's Cleaning Services Agreement Including Additional Services in Scope of Work; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA18. **Health and Human Services Agency**

Approve a Memorandum of Understanding (MOU) between Mariposa County Sheriff's Office (MCSO) and Mariposa County Health and Human Services Agency (HHSA) for Jail Based Services in an Amount Not to Exceed $1,227,601; and Authorize the Board of Supervisors Chair to Sign the MOU

CA19. **Health and Human Services Agency**

Approve Agreement with California Department of Public Health (CDPH) for the Immunization Assistance Program (IAP) Funding Allocation Agreement No. 22-11040 for Fiscal Years 2022-2027 in the Amount of $738,064.73; and Authorize the Health and Human Services Agency Director to Sign the Agreement and any Subsequent Amendments as Delineated Within the Agreement to Secure Funding (Subject to Approval as to Legal Form by County Counsel)

CA20. **Health and Human Services Agency**

Approve an Agreement with Infant Child Enrichment Services in the Amount of $85,000 for Child Care Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA21. **Health and Human Services Agency**

Approve Budget Action Increasing Revenue and Appropriations in the Health and Human Services Agency, Public Health Budget Increasing Revenue to be Received from The National Foundation for the Centers for Disease Control and Prevention, Inc. in the Amount of ($39,800); and Increasing Corresponding Expenditures of $39,800 Within the Public Health Budget (4/5ths Vote Required)

CA22. **Public Works**

Approve Amended By-Laws for the Airport Advisory Committee to Clarify Member Attendance and Absence Reporting Requirements and Bring the By-Laws Up to Date with the Committee Policy Adopted by Resolution 22-637

CA23. **Public Works**

Approve Task Order No. 2 with Mark Thomas in the Amount of $334,217 for Indian Peak over Italian Creek Bridge Design Services; and Authorize the Board of Supervisors Chair to Sign the Task Order

CA24. **Public Works**

Approve Task Order No. 3 with Mark Thomas in the Amount of $357,731 for Harris Road over East Fork Chowchilla River Bridge Design Services; and Authorize the Board of Supervisors Chair to Sign the Task Order

CA25. **Public Works**

Approve Second Amendment to Agreement with JS West Extending the Term of the Agreement to November 1, 2023, for the Supply of Liquid Propane Gas to County Facilities; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA26. **Public Works**

Adopt a Resolution Authorizing FY23/24 SB1 Road Maintenance and Rehabilitation Account (RMRA) Funding; and Authorize the Director of Public Works and Transportation to File the Resolution and Project List with the California Transportation Commission

CA27. **Probation**

Adopt a Resolution Accepting the Edward Byrne Memorial Justice Assistance Grant (JAG) Program, also known as the Drug Enforcement Team, Effective June 1, 2023 through December 31, 2026; and Authorize the Board of Supervisor Chair to Sign the Grant Application and Agreement, including any amendments, modifications or extensions thereof, with the Board Of State and Community Corrections (BSCC) for annual funding based on Federal allocations to the State of California (Subject to approval as to Legal Form by County Counsel)

CA28. **Administration**

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

E. Items removed from Consent Agenda

None.

F. Departmental Presentation

Dr. Eric Sergienko/ County Health Officer gave information about the EMS stipend and noted the budget action could not be done due to the budget. He then gave an update on the CASPER.

Shannon Hansen/Public Works and Transportation Director gave an update on projects, noting the RFP has gone out for the repair of Hotzel Road.

Steve Ward/Cal Fire/Mariposa Fire Division Chief noted the fire season is kicking up and all burning is suspended.

Kari Kisela/Mariposa Chamber reminded the Board of the upcoming Mother Lode job fair which will take place at the Fairgrounds.

Dallin Kimble/County Administrative Officer noted it's good to see there are several interns being introduced. He also noted there are several surveys and noted for the public that they are private, who answered cannot be accessed per the county contract with the third party.

Danielle Bondshu/Clerk of the Board noted for the listening public that 6/6 and 6/13 meetings audio is now available.

G. Public Comment on Non-Agenda Items

Jonathan Noel/Resident wanted to comment on the KAO and Terramor project. He noted that it is a pristine area. He noted he is concerned with water, sewer, and fire.

Marvin Wells/Resident asked if any of the Board members had served in the military, law enforcement, or fire services. Supervisor Forsythe raised his hand as an Airforce Veteran. He noted he would like to see this Board put up a memorial to those who have passed through the Government Center building or inside the Chambers.

Mike Brusa noted the Constitution is on the wall. He noted it was clear that with the KOA, everyone has an interest. He noted the government is terrible with tradeoffs.

Jonathan Noel asked to speak again and was permitted by Chair Menetrey. He noted he would like to see town halls in regards to the KOA and Terramor project.

Marvin Wells also requested to speak once more and was permitted by Chair Menetery. He noted he liked global warming as June has been great.

Recess Board of Supervisors

10:10 AM Chair Menetrey recessed the Board meeting and the Clerk of the Board read the Government Code Announcement.

H. LOCAL TRANSPORTATION COMMISSION

10:11 AM Chair Forsythe called the meeting of the Local Transportation meeting to order.

Public Comment Period

None.

LTC Regular Agenda

1. **Public Works**

Adopt a Resolution Allocating the State Transit Assistance (STA) Funds for Fiscal Year 2022-2023

Jeannie Morvay-Clayton/Transportation Planning gave the staff report. None.

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

2. **Public Works**

Adopt a Resolution allocating the Transportation Development Act (TDA) Funds for Fiscal Year 2022-2023

Jeannie Morvay-Clayton gave the staff report. None.

RESULT:	**Adopted (UNANIMOUS)**

MOVER:	District I Supervisor Rosemarie Smallcombe
SECONDER:	District III Supervisor Danette Toso
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

3. **Public Works**

Approve Zero-Emission Bus Rollout Plan for Mariposa County Transportation

Jeannie Morvay-Clayton gave the staff report. In response to a question from Shannon Poe, she noted that electric buses are between $250,000 and $5000,000.

Public comments was received by Mike Brusa, who noted he believes schools are suffering the same situation of switching out their fleet. He noted there need to be governmental units that should start asking questions. He noted the requirement for no gas-powered small engines. Mr. Brusa then discussed how this was a march of folly. Jonathan Noel asked if there was a grant available for the buses.

Ms. Morvay Clayton answered questions and noted the county needs to put in the infrastructure, needs, and technology, noting they are looking for funding for each item.

Board discussion ensued.

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

Adjourn LTC

10:46 AM Chair Forsythe adjourned the meeting of the LTC.

Reconvene as Board of Supervisors

10:46 AM Chair Menetrey reconvened the Board of Supervisors meeting.

I. Regular Agenda Items

1. **Planning**

Approve an Agreement with the Mariposa County Arts Council in the Amount of $35,000 for Phase II of the Working Land, Working Artists Project; and Authorize the Board of Supervisors Chair to Sign the Agreement

Mikey Goralnik/Community Planner gave the staff report, noting it's a new contract. No public comment.

In response, Supervisor Poe, Mr. Goralnik noted the budget action required an amendment to reflect $35,000 not $40,000.

AMENDED: Budget action to have the correct amounts to match the funding of $35,000.

RESULT:	**Adopted as Amended (UNANIMOUS)**
MOVER:	District I Supervisor Rosemarie Smallcombe
SECONDER:	District II Supervisor Shannon Poe
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

2. **Administration**

Approve a Memorandum of Understanding (MOU) with the Mariposa County Chamber of Commerce (Chamber) in Support of Community Events; and Authorize the Board of Supervisors Chair to Sign the MOU

Dallin Kimble gave the staff report. No public comment.

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

3. **Health and Human Services Agency**

Approve Submission of the "Mariposa FY2023-2026 Mental Health Services Act (MHSA) 3-Year Expenditure Plan," "Prevention and Early Intervention 2021-2022 Report," and "Annual Innovation Report 2021-2022" to the Department of Health Care Services (DHCS); Authorize the Health and Human Services Agency Director to Sign the Certifications and Any Subsequent Amendments with DHCS with Regard to the MHSA Plan (Subject to Approval as to Legal Form by County Counsel); and Authorize the Health and Human Services Agency Director to Implement the Activities Within the "Mariposa FY2023-2026 Mental Health Services Act (MHSA) 3-Year Plan" Upon DHCS Approval

Sheila Baker/Local Mental Health Director and Deputy Director of Behavioral Health and Health Services gave the staff report and a PowerPoint Presentation. Ginger Fearstien/Mental Health Service Coordinator also participated in giving the PowerPoint Presentation.

Joe Lynch noted the governor's plan to use MHSA for homelessness would reduce the programs shown in the PowerPoint by roughly 1/3rd. He also noted it is a 3-year plan and they have seen great results.

Board discussion ensued,

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

J. Closed Session

11:44 PM Chair Menetrey read the Closed Session items. No public comment on either and recessed into closed session at 11:45 PM.

1. **Board of Supervisors**

CLOSED SESSION: Public Employee Performance Evaluation; Position of Employee Under Review: Agricultural Commissioner

RESULT: CLOSED SESSION HELD

2. **Board of Supervisors**

CLOSED SESSION: Public Employee Performance Evaluation; Position of Employee Under Review: Planning Director

RESULT: CLOSED SESSION HELD

K. 2:00 PM Reconvene

2:00 PM Chair Menetrey reconvened the meeting and reported that during closed session, information was received on both items.

1. **Planning**

Adopt a Resolution to Approve the Mariposa Gateway Elements

Mikey Goralnik gave a PowerPoint Presentation. In response to Supervisor Forsythe, Mr. Goralnik noted yes, there is a maintenance agreement where both entities will be responsible of maintaining certain portions. In response to Chair Menetrey, Mr. Goralnik noted roughly 30 days to go out for bid.

Public comment was received by Sandra Rhoan Chapman/President of Southern Sierra Miwuk Nation (SSMN), Anthony Lerma/Son of Mike and Shona Medina, Tara Fouch-Moore/Resident, Unknown Male/Resident, Breanne Paul-Roberts/Resident, Dr. Teenie Matlock/Resident, Acacia Coates/Director at large SSMN, Lemuel Bryce Green/SSMN, Kevin Spacke/Resident, Anthony Ray Morrow/SSMN, Louis Hogan Martin/SSMN, Pete Judy/District 4 Resident, Alex Vance/Resident, Clay River/District 3 Resident, Heather Bernikoff/Resident, Kate Hall/Resident, Brenda Ostrom/Resident, Phillip Johnson/SSMN, Alex Louis/Resident, Ruth Smiley/Resident, Jacob Hawley/Resident, Alison Tudor/Resident, Russel Rhoan/SSMN, and Kazzandra Brocchini/Resident whom all spoke in favor of this project and what it means to this community and the Southern Sierra Miwuk People.

Board discussion ensued.

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District I Supervisor Rosemarie Smallcombe
SECONDER:	District II Supervisor Shannon Poe
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

L. Board Information

None.

M. Adjournment

4:07 PM Chair Menetrey adjourned in memory of Anna Amelia Quinones McLean, Angela June Morrow, and Susan “Suzi” Gilbert Larsen.

Respectfully submitted,

Danielle Bondshu
Clerk of the Board

Miles Menetrey
Chair, Board of Supervisors

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-319

MEETING: June 20, 2023

TO: The Board of Supervisors

FROM: Joe Lynch, Director of Health and Human Services

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

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RECOMMENDATION AND JUSTIFICATION

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County.

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

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

BACKGROUND AND HISTORY OF BOARD ACTIONS

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

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

- A county may allow persons unable to obtain housing to occupy designated public facilities during the duration of the emergency (public facilities include parks, schools, and vacant or underutilized facilities which are owned, operated, leased, or maintained by the county);
- A county is immune from liability for ordinary negligence in the provision of emergency housing for all conditions, acts, or omissions directly related to, and which would not occur but for, the provision of emergency housing; and
- The provisions of any state or local law or regulation prescribing standards of housing, health, and safety are suspended to the extent that strict compliance would prevent, hinder, or delay the mitigation of the effects of the crisis.

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

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

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

FINANCIAL IMPACT

None

ATTACHMENTS

None

VOTE RESULT

RESULT:	**(UNANIMOUS)**
MOVER:	None
SECONDER:	None
AYES:	None

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-322

MEETING: June 20, 2023

TO: The Board of Supervisors

FROM: Jeremy Briese, Sheriff

RE: Resolution Continuing the Local Emergency Due to the 2022/2023 Meteorological "Atmospheric River" Event

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RECOMMENDATION AND JUSTIFICATION

Resolution Continuing the Local Emergency Due to the 2022/2023 Meteorological "Atmospheric River" Event.

BACKGROUND AND HISTORY OF BOARD ACTIONS

An extreme storm beginning on December 27th, 2022, caused ongoing damage to the County and other public and district facilities, including but not limited to roads, bridges, and structure/s/ within Mariposa County.
January 11th, 2023: The Board ratified the January 5th, 2023 Local Emergency Proclamation Due to the 2022/2023 Meteorological "Atmospheric River" Event. Additionally, the Board has ratified similar proclamations in the past during other emergencies.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

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

FINANCIAL IMPACT

None

ATTACHMENTS

None

VOTE RESULT

RESULT: **(UNANIMOUS)**
MOVER: None
SECONDER: None
AYES: None

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-320

MEETING: June 20, 2023

TO: The Board of Supervisors

FROM: Joe Lynch, Director of Health and Human Services

RE: Adopt a Resolution Terminating the Existence of the Local Health Emergency Due to the Oak Fire

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RECOMMENDATION AND JUSTIFICATION

Adopted a resolution terminating the Local Health Emergency declared by the Health Officer and approved by the Board of Supervisors in relation to the Oak Fire.
With the completion of the majority of public health actions related to response to and recovery from the Oak Fire, the extraordinary powers associated with the declaration of a Local Health Emergency are no longer needed.

BACKGROUND AND HISTORY OF BOARD ACTIONS

Based on the Oak Fire, which ignited on July 22nd, 2022, it was determined that the hazardous waste in the form of debris from the fire, which involved the destruction of several structures, created a potential threat to the public's health.
Under certain conditions, the County Health Officer is empowered to declare a local health emergency under California Health and Safety Code Section 101080 and did so on July 22nd, 2022 in response to the threat caused by the destruction from the Oak Fire.
This was approved by the Board of Supervisors on July 26th, 2023.
Since that time, through the coordinated efforts of the County, the State, and associated contractors, this threat has been mitigated significantly.
Recovery efforts have continued to this point where the extraordinary powers needed to address the concerns related to the public health emergency no longer exist.
Because these conditions have been largely resolved, the declaration of a local health emergency is no longer needed.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Continue the local health emergency although it is no longer needed.

FINANCIAL IMPACT

None as all claims associated with the Local Health Emergency have been filed.

ATTACHMENTS

1. **Resolution Terminating the Local Health Emergency for the Oak Fire -- DRAFT (1)**

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District I Supervisor Rosemarie Smallcombe
SECONDER:	District II Supervisor Shannon Poe
AYES:	District II Supervisor Poe, District I Supervisor Smallcombe, District IV Supervisor Forsythe, District V Supervisor Menetrey, District III Supervisor Toso
ABSTAIN:	None

Resolution 2023-____

RESOLUTION TERMINATING OF THE LOCAL HEALTH EMERGENCY DUE TO THE OAK FIRE

WHEREAS, the Oak Fire, which ignited on July 22nd, 2022, caused significant destruction to property, creating a potential public health hazard through the release of household hazardous waste and other hazardous materials into, air, soils, and water; and

WHEREAS, the Health Officer for the County of Mariposa declared a Local Health Emergency on July 22nd, 2022 in order to mitigate this threat; and

WHEREAS, the Board of Supervisors for the County of Mariposa approved this Declaration on July 26th, 2022; and

WHEREAS, the conditions necessitating the Local Health Emergency have been largely resolved through the coordinated efforts of residents, the County, the State of California, and associated contractors; and

WHEREAS, there is no longer a need for the Local Health Emergency and recovery efforts can continue after its termination.

NOW, THEREFORE, the Board of Supervisors for the County of Mariposa does hereby terminate the local health emergency due to the Oak Fire.

PASSED AND ADOPTED by the Board of Supervisors of the County of Mariposa, a political subdivision of the State of California, this ___ day of June, 2023 by the following vote:

AYES:
NOES:
ABSENT:
EXCUSED:

_____
MILES MENETREY, Chair
Mariposa County Board of Supervisors

ATTEST:

_____
DANIELLE BONDSHU
Clerk of the Board

APPROVED AS TO FORM:

_____
STEVEN W. DAHLEM
County Counsel

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-321

MEETING: June 20, 2023

TO: The Board of Supervisors

FROM: Jeremy Briese, Sheriff

RE: Adopt a Resolution Terminating the Existence of the Local Emergency Due to the Oak Fire

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RECOMMENDATION AND JUSTIFICATION

Adopt a Resolution Terminating the Existence of the Local Emergency Due to the Oak Fire.

Pursuant to California Government Code Section 8680.9, a local emergency is a condition of extreme peril to persons or property proclaimed as such by the governing body of the local agency affected by a natural or manmade disaster. The purpose of a local emergency proclamation is to provide extraordinary police powers, immunity for emergency actions, authorization for emergency orders and regulations, and activation of pre-established emergency provisions.

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 Briese, 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.

A state of emergency occurs when the response and recovery to an incident exceeds the resources and abilities of a local agency. A state of emergency ceases to exist at the conclusion of an incident (for example, when a wildfire reaches full containment or a flood subsides) or when response and recovery return to levels that can be managed by the local agency. Pursuant to California Government Code 8630, governing bodies are required to proclaim the termination of a local emergency "at the earliest possible date that conditions warrant."

Sheriff Jeremy Briese, acting as the Director of Emergency Services has determined emergency conditions, and their effects, have now abated sufficiently to cause the situation resulting from said conditions of extreme peril to be deemed to be within the control of the normal protective services,

personnel, equipment, and facilities of and within said County of Mariposa.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board has terminated said proclamations once the emergency conditions are deemed to be under control.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve this resolution. This local emergency will not be formally terminated.

FINANCIAL IMPACT

ATTACHMENTS

1. **Oak Fire Termination resolution**

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District I Supervisor Rosemarie Smallcombe
SECONDER:	District II Supervisor Shannon Poe
AYES:	District II Supervisor Poe, District I Supervisor Smallcombe, District IV Supervisor Forsythe, District V Supervisor Menetrey, District III Supervisor Toso
ABSTAIN:	None

Resolution 2023-___

RESOLUTION TERMINATING THE LOCAL EMERGENCY DUE TO THE OAK FIRE

WHEREAS, the Oak Fire ignited on Friday, July 22, 2022 and resulted in conditions of extreme peril to the safety of persons and property, including significant damage to critical public infrastructure; and private properties.

WHEREAS, Sheriff Jeremy Briese, acting as the Director of Emergency Services, proclaimed the existence of a local emergency according to Section 8630 of the California Government Code and Chapter 2.80 of the Mariposa County Code on July 23, 2023; and

WHEREAS, the Mariposa County Board of Supervisors ratified that proclamation on July 26, 2022; and

WHEREAS, emergency conditions, and their effects, have now abated sufficiently to cause the situation resulting from said conditions of extreme peril to be deemed to be within the control of the normal protective services, personnel, equipment, and facilities of and within said County of Mariposa; and

WHEREAS, ongoing recovery and cleanup efforts include the continued commitment of the California Disaster Assistance Act (CDAA) program, and any other applicable state or federal resources;

NOW, THEREFORE, the Mariposa County Board of Supervisors, State of California, does hereby terminate the said local emergency and any associated powers and authorities granted to staff and the Board of Supervisors. This Resolution takes effect upon approval.

PASSED AND ADOPTED by the Board of Supervisors of the County of Mariposa, a political subdivision of the State of California, this ___ day of June, 2023 by the following vote:

AYES:
NOES:
ABSENT:
EXCUSED:

_____
MILES MENETREY, Chair
Mariposa County Board of Supervisors

ATTEST:

_____
DANIELLE BONDSHU
Clerk of the Board

APPROVED AS TO FORM:

_____
STEVEN W. DAHLEM
County Counsel

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-324

MEETING: June 20, 2023

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Rescind Resolution 2023-191 and Approve Business Assistance Loan for Vines & Vittles, Inc. in the Amount of $50,000 at a 2% Interest Rate for a 10 Year Term with Possible Loan Forgiveness After One Year of Payments; Approve Loan Documents; Authorize the Board of Supervisors Chair to Sign the Documents (Subject to Approval as to Legal Form by County Counsel); and Authorize the Auditor to Submit Payment

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RECOMMENDATION AND JUSTIFICATION

Rescind Resolution 2023-191 and Approve Micro Enterprise Loan for Vines & Vittles, Inc. in the Amount of $50,000 at a 2% Interest Rate for a 10 Year Term with Possible Loan Forgiveness After One Year of Payments; Approve Loan Documents; Authorize the Board of Supervisors Chair to Sign the Documents (Subject to Approval as to Legal Form by County Counsel); and Authorize the Auditor to Submit Payment.

Pursuant to Board discussion and direction given on March 6, 2023, staff is seeking approval of a Business Assistance loan application received from The Local Grape. The Board directed staff to submit a request for approval of a $50,000 loan with a 10 year term at a 2% interest rate. A request was approved on April 11, 2023 that included a Letter of Conditional Financing with The Local Grape identified as the borrower. The Local Grape is a subsidiary of the S Corporation umbrella, Vines & Vittles. The County's contracted underwriter, Valley Small Business Development Corporation, directed Mariposa County to change the borrower to Vines & Vittles, Inc., which correlates with the corporation's filed Ficitious Business Name (FBN).

The Board also requested review of the loan in one year for possible forgiveness. Forgiveness will be evaluated on the consistency of payments, as well as the viability of the business and board direction.

Vines & Vittles, Inc. is an S Corporation, which consists of two subsidiary businesses, Little Shop of Ramen and The Local Grape. The Local Grape is a wine bar and retail shop that provides wines from the regional appellations. The two main uses of the loan will be to finish out the charcuterie service line and to refinance debt. The charcuterie line will include small plates/tapas and panini sandwiches, with the primary objective of complimenting the wine.

BACKGROUND AND HISTORY OF BOARD ACTIONS

April 11, 2023 - The Board of Supervisors approved a $50,000 Micro-enterprise loan at a 2% Interest Rate for a 10-year Term for The Local Grape

November 8, 2022 - The Board of Supervisors discussed the options for Lemon Drop's loan application

and directed staff to submit a request for approval based on the discussed terms and interest rates.

October 11, 2022 - The Board of Supervisors discussed the options for Business Assistance and Micro-Enterprise loans and directed staff to proceed on a case-by-case basis.

May 19, 2020 - The Board of Supervisors adopted Resolution 2022-68 approving the application of a CDBG grant for a business assistance and microenterprise loan program. The application was awarded on October 21, 2020.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

A negative action could result in the underwriter denying the Letter of Conditional Financing and the business not being able to expand as planned.

FINANCIAL IMPACT

The County received a $500,000 CDBG grant to fund the Business Assistance loan program.

ATTACHMENTS

1. **Travis Medlock dba The Local Grape Conditional Letter of Financing_Updated**
2. **Printout-13955-1022-M48198**

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District I Supervisor Rosemarie Smallcombe
SECONDER:	District II Supervisor Shannon Poe
AYES:	District II Supervisor Poe, District I Supervisor Smallcombe, District IV Supervisor Forsythe, District V Supervisor Menetrey, District III Supervisor Toso
ABSTAIN:	None

June 7, 2023

Vines & Vittles, Inc., a California Corporation
Travs Medlock, Melissa Takahashi
4720 Doe Run Road
Mariposa, CA 95338

RE: Approval of Purchase Inventory/Materials, Tenant Improvements, Marketing, Refinance Debt and Working Capital

COUNTY OF MARIPOSA (hereafter MARIPOSA) is pleased to notify you that it has approved your request for a loan under our CDBG Business Assistance Loan Program (hereafter CDBG) subject to the following terms and conditions:

BORROWERS:	Vines & Vittles, Inc., a California Corporation Travis Medlock, Melissa Takahashi 4720 Doe Run Road Mariposa, CA 95338
LOAN	**CDBG loan**
LOAN AMOUNT:	$50,000.00 (Fifty Thousand and No/100 Dollars)
INTEREST RATE:	2% Fixed

PAYMENT TERMS & INTEREST:
Fully amortized on a ten (10) year term. Estimated payment of (120) monthly payments of principal and interest of approximately $460.00 (Four Hundred Sixty and No/100 Dollars) beginning May 1, 2023, and continuing to loan maturity.

USE OF PROCEEDS: To purchase inventory/materials, tenant improvement, marketing, refinance debt and working capital

FEES:	Filing and recording fees, title fees, and out of pocket expenses to be paid by MARIPOSA.
COLLATERAL:	Borrower must pledge all business assets, as evidenced by a first lien position recorded with the Secretary of State with a UCC-1 Financing Statement and Security Agreement.

SPECIAL CONDITIONS: Borrower agrees to comply with the following:

a. As a condition of the loan approval to the corporation, the co-borrowers (Travis Medlock and Melissa Takahashi) are to provide the Articles of Incorporation and the Bylaws for Vines & Vittles, Inc., in order to properly document the loan.
b. Borrowers to provide an annual business financial statement within 90 days of the end of each fiscal year end. Business financial statements to include a current income statement and balance sheet.
c. Borrowers to provide business and personal tax returns by April 30th of each year.
d. Other Fees: MARIPOSA shall pay for all cost and expenses incurred in connection with the loans, including all recording fees.
e. Assignment of Commitment: Borrower may not assign or transfer this commitment of any of its rights, benefits or duties to any other person or entity.
f. Termination of Commitment: In addition to any other right of cancellation, MARIPOSA reserves the right to cancel this commitment on any of the following events:
    a. Borrowers' failure to comply with any of the terms of this commitment,
    b. Disclosure of any information which would impair the ability of the Borrower to perform under the terms of this commitment or the loan, including any change subsequent to the date of this commitment deemed by MARIPOSA to be material in the assets, net worth or credit standing of the co-borrowers,
    c. Failure of the Borrowers to execute and deliver any documents deemed necessary and appropriate by MARIPOSA, and
    d. If all CDBG requirements are not met or Borrower produced insufficient documentation regarding income for targeted income group verification, MARIPOSA has the right to call the note.
    e. The waiver by any party of the performance of any provision of this commitment shall not invalidate this commitment.
    f. This commitment is based upon the information provided by co-borrowers and submitted to MARIPOSA in connection with co-borrowers' loan application.
    g. This commitment shall be governed and construed in accordance with the laws of the State of California.
    h. Closing: In the event the loan does not close on or prior to August 1, 2023, the commitment will lapse.

LOAN DOCUMENTS: Borrowers shall execute all documents, as MARIPOSA deems necessary to document and secure this obligation.

1. Duly executed loan documents.

2. Environmental indemnity: The Borrower agrees to sign a loan agreement which indemnifies MARIPOSA against loss or damage due to the presence of hazardous substances on subject property.
3. Evidence of insurance in any and all areas required by the loan agreement and security agreement, including;
    a. Insurance on the real property located 5021 Hwy 140, Mariposa, CA 95338; against such hazards, in such amounts and with such companies as the MARIPOSA may require. Insurance policies shall contain a loss payee clause naming MARIPOSA in a manner satisfactory to MARIPOSA.
4. A copy of Fictitious Name Statement for the corporation.
5. A listing of the current owner(s) of the business and a current California Driver's License (CDL) of all individual(s).
6. Any other documents as may be required by MARIPOSA.

If this commitment is acceptable to you, please sign and return the original to the MARIPOSA. In the event that there is any material change in your financial condition or obligations prior to the closing, MARIPOSA may, at its sole discretion, terminate the commitment.

Sincerely,

Miles Menetrey, Chair
Mariposa County Board of Supervisors

ACCEPTANCE:

The undersigned hereby accepts the foregoing commitments and agrees to the terms and conditions thereof:

Vines & Vittles, Inc.

_____ Date:_____
Melissa Takahashi, Chief Executive Officer

_____ Date:_____
Travis Medlock, Chief Financial Officer

_____ Date:_____
Melissa Takahashi, Personally

_____ Date:_____
Travis Medlock, Personally

MARIPOSA COUNTY

Administration/Community Development · 966-3222

MEETING: April 11, 2023

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Approval of a Micro Enterprise Loan Application

RECOMMENDATION AND JUSTIFICATION:
Approve Micro Enterprise Loan for the Local Grape Wine Club and Restaurant in the Amount of $50,000 at a 2% Interest Rate for a 10 Year Term with Possible Loan Forgiveness After One Year of Payments; Approve Loan Documents; Authorize the Board of Supervisors Chair to Sign the Documents (Subject to Approval as to Legal Form by County Counsel); and Authorize the Auditor to Submit Payment.

Pursuant to Board discussion and direction given on March 6, 2023, staff is seeking approval of a Micro Enterprise loan application received from The Local Grape. The Board directed staff to submit a request for approval of a $50,000 loan with a 10 year term at a 2% interest rate.

In addition, the Board requested review of the loan in one year for possible forgiveness. Forgiveness will be evaluated on the consistency of payments, as well as the viability of the business and board direction.

The Local Grape is a wine bar and retail shop that provides wines from the regional appellations. The two main uses of the loan will be to finish out the charcuterie service line and to refinance debt. The charcuterie line will include small plates/tapas and panini sandwiches, with the primary objective of complimenting the wine.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
November 8, 2022 - The Board of Supervisors discussed the options for Lemon Drop's loan application and directed staff to submit a request for approval based on the discussed terms and interest rates.

October 11, 2022 - The Board of Supervisors discussed the options for Business Assistance and Micro Enterprise loans and directed staff to proceed on a case-by-case basis.

On May 19, 2020 - The Board of Supervisors adopted Resolution 2022-68 approving the application of a CDBG grant for a business assistance and microenterprise loan program. The application was awarded on October 21, 2020.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
A negative action could result in the business not being able to expand as planned.

MARIPOSA COUNTY RESOLUTION NUMBER 2023-191

FINANCIAL IMPACT:
The County received a $250,000 CDBG grant to fund the micro enterprise loan program.

ATTACHMENTS:
Travis Medlock dba The Local Grape Conditional Letter of Financing_4.11.23 (PDF)

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Rosemarie Smallcombe, District I Supervisor
SECONDER: Wayne Forsythe, District IV Supervisor
AYES: Toso, Poe, Smallcombe, Forsythe, Menetrey

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-325

MEETING: June 20, 2023

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Approve an Agreement with Tangent for Renewal of Microsoft 365 Services in the Amount of $170,000; and Authorize the Board of Supervisors Chair to Sign the Agreement

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RECOMMENDATION AND JUSTIFICATION

Approve an Agreement with Tangent for Renewal of Microsoft 365 Services in the Amount of $170,000; and Authorize the Board of Supervisors Chair to Sign the Agreement.

The Microsoft 365 suite is the official productivity platform for Mariposa County. An active license is required for each user and the subscription is renewed annually. The solution provides many of the applications used throughout the county to conduct business (email, word processing, spreadsheets, etc.).

Microsoft 365 has been tremendously valuable for staff, particularly as we struggle with a new normal in terms of teleworking and flex schedules. This is a terrific step in ensuring we maintain and improve productivity and community services in our constantly changing world.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The board routinely reviews and approves contracts of this size and scope.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve. Staff would return to server-based, computer-specific mechanisms of document generation, storage, and communication.

FINANCIAL IMPACT

The budget for this contract is included in the FY23 budget.

ATTACHMENTS

1. **Agreement with Tangent for Microsoft 365 Services**

VOTE RESULT

RESULT: **Adopted (UNANIMOUS)**
MOVER: District I Supervisor Rosemarie Smallcombe
SECONDER: District II Supervisor Shannon Poe
AYES: District II Supervisor Poe, District I Supervisor Smallcombe, District IV Supervisor

Forsythe, District V Supervisor Menetrey, District III Supervisor Toso

ABSTAIN: None

Mariposa County - O365 License Renewal 2023

Anthony Rios
Mariposa County
arios@mariposacounty.org
P.O. Box 1268
5100 Bullion St., 1st Flr
Mariposa, CA 95338
USA
(209) 742-6022

Ship To:

Reference# QUO-02028-T2T3Y9
Prepared: 5/31/2023 3:32 PM
Expires: 6/29/2023
Prepared by: David Baquerizo
Senior Account Manager
DavidB@tangent.com

Products & Services

Item	Qty	Unit Price		Extended
Exchange Online (Plan 1) for GCC - 1y	120	$48.00	Annual Subscription	$5,760.00
Office 365 G3 GCC - 1y	550	$264.00	Annual Subscription	$145,200.00
Office 365 Support	1	$1,500.00	Annual Subscription	$1,500.00
Power BI Pro for Government - 1y	5	$120.00	Annual Subscription	$600.00
Project Plan 3 for GCC - 1y	5	$360.00	Annual Subscription	$1,800.00
Microsoft 365 Audio Conferencing for GCC Adoption Promo - 1y	540	$0.00	Annual Subscription	$0.00

Subtotal	$154,860.00
Freight	
Total	**$154,860.00**

This total does not include any applicable taxes.

Questions? Contact me

David Baquerizo
DavidB@tangent.com
Senior Account Manager
(800) 342-9388 x 2139

Notes:

Questions? Contact me

David Baquerizo
DavidB@tangent.com
Senior Account Manager
(800) 342-9388 x 2139

Office 365 Licensing Terms and Conditions

These Terms & Conditions (this "Terms", "Conditions", "Agreement") is between Tangent Computers, Corporation ("Tangent", "Us", "Company", "Tangent Inc.") and the individual or entity that has executed this Agreement ("You"). This Agreement sets forth the terms and conditions that govern orders placed by You for Services under this Agreement. If you are entering into this agreement on behalf of a company or other legal entity, you represent that you have the authority to bind such entity to the terms and conditions of this agreement and, in such event, "you" and "your" as used in this agreement shall refer to such entity. If you do not have such authority, or if you or such entity do not agree to the terms and conditions of this agreement, you may not use the services.

Terms & Services. These conditions are valid for the order which these conditions accompany. Services provided under this Agreement shall be provided for the Services Period defined in Your order, unless earlier suspended or terminated in accordance with this Agreement or the order. If stated in the Service Specifications, **Cloud Services that are ordered will Auto Renew** for additional Services Periods unless (i) You provide Tangent with written notice no later than thirty (30) days prior to the end of the applicable Services Period of Your intention not to renew such Cloud Services, or (ii) Tangent provides You with written notice no later than thirty (30) days prior to the end of the applicable Services Period of its intention not to renew such Cloud Services.

Upon the end of the Services, licenses provided by Tangent will be removed from the Microsoft 365 tenant. Any services utilizing the removed Services may fall into a degraded state subject to Microsoft's data removal policies.

Tangent may terminate the Services due to nonpayment if said invoices are not cured within 30 days after Tangent's initial notice thereof. Any suspension or termination by Tangent under this paragraph shall not excuse You from Your obligation to make payment(s) under this Agreement.

Fees. All fees payable to Tangent are due on the invoice date. Once placed, Your order is noncancelable and the sums paid nonrefundable, except as provided in this Agreement or Your order. You will pay any sales, value-added or other similar taxes imposed by applicable law that Tangent must pay based on the Services You ordered, except for taxes based on Tangent's income.

Price Changes. Pricing on a contract is protected for the duration of that contract designated in the Portal. Tangent may change monthly charges for increases during the prepaid period. Pricing is subject to change at any time without notice. Reason for price change can include but is not limited to change in tax rate, quantity, capacities from Microsoft, and daily consumption rate.

Quantity Additions and New Primary Services. Quantity Additions are any increase to the quantity of an existing subscription. New Primary Services are any new product subscription that is not already provisioned to an existing contract with a stated Services Period.

Subscriptions will become active at the time of provisioning and will become available to the Customer immediately.

Any New Primary Service added during the Services Period will have unique start/end dates from the other products if ordered on a different day, except as provided by this agreement.

Customers may mix both monthly and annual Services Periods.

Monthly Services Periods. Both quantity additions and New Primary Services will share the same expiration date as the originally purchased Services.

Both quantity additions and New Primary Services will be prorated for the days remaining in the current Services Period on the following month's invoice. Ex. "Customer's next invoice date is June 1st. Customer places an order on May 15th, Customer's June 1st invoice will be for the last 16 days of May, plus all of June."

Annual Services Periods. Quantity additions will share the same expiration date as the originally purchased Services. New Primary Services will have unique start/end dates from the other products if ordered on a different day. Quantity additions will be prorated for the days remaining on the annual Services Period and will be invoiced within 5 business days.

Ex. "Customer's annual Services Period for an existing Service renews on December 15th. Customer adds quantity to the service on May 15th, Customer will be invoiced for the remaining 214 days of the annual Services Period."

New Primary Services will be billed upfront for a new annual Services Period.

Service Reductions and Cancellations. Service reductions are not prorated or refundable, except as provided in this Agreement.

Customer is responsible for notifying Tangent in writing of the reduction or cancellation.

Customer is responsible for unassigning cancelled services from affected users prior to the service reduction or cancellation.

Monthly Services Periods. No refunds or credits will be issued for time remaining on removed or cancelled Services.

Annual Services Periods. Services cancelled within 48 hours of provisioning will be refunded only after Tangent has been notified in writing by the Customer that Services are cancelled, and Tangent has been issued the credit for said Services by Microsoft. The amount refunded to the Customer will match the credit issued to Tangent by Microsoft. No cancellations or reductions are permitted after 48 hours of provisioning until the annual Services Period renewal date.

Non-Payment and Service Shut Off. Services invoiced are subject to shut-off if the associated invoice is left unpaid over 30 days past the invoice due date.

Termination. You can cancel an agreement contract at any point in time. NO partial credits will be issued for cancelations. Notwithstanding anything contained in these Terms, we reserve the right, without notice and in our sole discretion, to terminate your right to access or use the Sites and to order, receive and use the Services, at any time and for any or no reason, and you acknowledge and agree that we shall have no liability or obligation to you in such event and that you will not be entitled to a refund of any amounts that you have already paid to us, to the fullest extent permitted by applicable law.

If either party breaches a material term of this Agreement and fails to correct the breach within 30 days of written specification of the breach, then the breaching party is in default and the nonbreaching party may terminate the order under which the breach occurred.

If Tangent terminates the order as specified in the preceding sentence, You must pay within 30 days all amounts that have accrued prior to such termination, as well as all sums remaining unpaid for the Services under such order plus related taxes and expenses. Except for nonpayment of fees, the nonbreaching party may agree in its sole discretion to extend the 30 day period for so long as the breaching party continues reasonable efforts to cure the breach. You agree that if You are in default under this Agreement, You may not use those Services ordered.

Provisions that survive termination or expiration of this Agreement are those relating to limitation of liability, indemnification, payment and others which by their nature are intended to survive.

Rights Granted. For the duration of the Service Period and subject to Your payment obligations, and except as otherwise set forth in this Agreement or Your order, You have the nonexclusive, non-assignable, royalty free, worldwide limited right to access and use the Services that You ordered, including anything developed by Tangent and delivered to You as part of the Services, solely for Your internal business operations and subject to the terms of this Agreement and Your order, including the Service Specifications.

You may allow Your Users to use the Services for this purpose and You are responsible for Your Users' compliance with this Agreement and the order. You do not acquire under this Agreement any right or Service to use the Services, including the Tangent Programs and Services Environment, in excess of the scope and/or duration of the Services stated in Your order. Upon the end of the Services ordered, Your right to access and use the Services will terminate.

Except as otherwise expressly set forth in Your order for certain Cloud Services offerings (e.g., a private cloud hosted at Your facility), You acknowledge that Tangent has no delivery obligation for Tangent Programs and will not ship copies of such programs to You as part of the Services.

The Services may contain or require the use of Separately Serviced Third Party Technology. You are responsible for complying with the Separate Terms specified by Tangent that govern Your use of Separately Serviced Third Party Technology. Tangent may provide certain notices to You in the Service Specifications, Program Documentation, readme or notice files in connection with such Separately Serviced Third Party Technology. The third party owner, author or provider of such Separately Serviced Third Party Technology retains all ownership and intellectual property rights in and to such Separately Serviced Third Party Technology.

As part of certain Cloud Services offerings, Tangent may provide You with access to Third Party Content within the Services Environment. The type and scope of any Third Party Content is defined in the Service Specifications applicable to Your order. The third party owner, author or provider of such Third Party Content retains all ownership and intellectual property rights in and to that content, and Your rights to use such Third Party Content are subject to, and governed by, the terms applicable to such content as specified by such third party owner, author or provider.

Ownership and Restrictions. You retain all ownership and intellectual property rights in and to Your Content and Your Applications. Tangent or its licensors retain all ownership and intellectual property rights to the Services, including Tangent Programs and Ancillary Programs.

Use of the Services. You are responsible for identifying and authenticating all Users, for approving access by such Users to the Services, for controlling against unauthorized access by Users, and for maintaining the confidentiality of usernames, passwords and account information. By federating or otherwise associating Your and Your Users' usernames, passwords and accounts with Tangent services, You accept responsibility for the confidentiality and timely and proper termination of user records in Your local (intranet) identity infrastructure or on Your local computers. Tangent is not responsible for any harm caused by Your Users, including individuals who were not authorized to have access to the Services but who were able to gain access because usernames, passwords or accounts were not terminated on a timely basis in Your local identity management infrastructure or Your local computers. You are responsible for all activities that occur under Your and Your Users' usernames, passwords or accounts or as a result of Your or Your Users' access to the Services, and agree to notify Tangent immediately of any unauthorized use. You agree to make every reasonable effort to prevent unauthorized third parties from accessing the Services.

You agree not to use or permit use of the Services, including by uploading, emailing, posting, publishing or otherwise transmitting any material, including Your Content, Your Applications and Third Party Content, for any purpose that may (a) menace or harass any person or cause damage or injury to any person or property, (b) involve the publication of any material that is false, defamatory, harassing or obscene, (c) violate privacy rights or promote bigotry, racism, hatred or harm, (d) constitute unsolicited bulk e-mail, "junk mail", "spam" or chain letters; (e) constitute an infringement of intellectual property or other proprietary rights, or (f) otherwise violate applicable laws, ordinances or regulations. In addition to any other rights afforded to Tangent under this Agreement, Tangent reserves the right, but has no obligation, to take remedial action if any material violates the restrictions in the foregoing

sentence (the "Acceptable Use Policy"), including the removal or disablement of access to such material. Tangent shall have no liability to You in the event that Tangent takes such action. You shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and ownership of all of Your Content and Your Applications. You agree to defend and indemnify Tangent against any claim arising out of a violation of Your obligations under this section.

You are required to accept all patches, bug fixes, updates, maintenance and service packs (collectively, "Patches") necessary for the proper function and security of the Services, including for the Tangent Programs, as such Patches are generally released by Tangent as described in the Service Specifications. Tangent is not responsible for performance or security issues encountered with the Cloud Services that result from Your failure to accept the application of Patches that are necessary for the proper function and security of the Services. Except for emergency or security related maintenance activities, Tangent will coordinate with You the scheduling of application of Patches, where possible, based on Tangent's next available standard maintenance window.

Non-disclosure. By virtue of this Agreement, the parties may have access to information that is confidential to one another ("Confidential Information"). We each agree to disclose only information that is required for the performance of obligations under this Agreement. Confidential information shall be limited to the terms and pricing under this Agreement, Your Content and Your Applications residing in the Services Environment, and all information clearly identified as confidential at the time of disclosure.

A party's Confidential Information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on the disclosure; or (d) is independently developed by the other party.

We each agree not to disclose each other's Confidential Information to any third party other than as set forth in the following sentence for a period of three years from the date of the disclosing party's disclosure of the Confidential Information to the receiving party; however, Tangent will hold Your Confidential Information that resides within the Services Environment in confidence for as long as such information resides in the Services Environment. We each may disclose Confidential Information only to those employees, agents or subcontractors who are required to protect it against unauthorized disclosure in a manner no less protective than required under this Agreement. Tangent will protect the confidentiality of Your Content or Your Applications residing in the Services Environment in accordance with the Tangent security practices defined as part of the Service Specifications applicable to Your order. In addition, Your Personal Data will be treated in accordance with these terms below. Nothing shall prevent either party from disclosing the terms or pricing under this Agreement or orders placed under this Agreement in any legal proceeding arising from or in connection with this Agreement or from disclosing the Confidential Information to a governmental entity as required by law.

Data Protection. In performing the Services, Tangent will comply with the Tangent Services Privacy Policy and incorporated herein by reference. The Tangent Services Privacy Policy is subject to change at Tangent's discretion; however, Tangent policy changes will not result in a material reduction in the level of protection provided for Your Personal Data provided as part of Your Content during the Services Period of Your order. You agree to provide any notices and obtain any consents related to Your use of the Services and Tangent's provision of the Services, including those related to the collection, use, processing, transfer and disclosure of Personal Data.

The Service Specifications applicable to Your order define the administrative, physical, technical and other safeguards applied to Your Content residing in the Services Environment, and describe other aspects of

system management applicable to the Services. You are responsible for any security vulnerabilities, and the consequences of such vulnerabilities, arising from Your Content and Your Applications, including any viruses, Trojan horses, worms or other programming routines contained in Your Content or Your Applications that could limit or harm the functionality of a computer or that could damage, intercept or expropriate data. You may not provide Tangent access to health, payment card or similarly sensitive personal information that imposes specific data security obligations for the processing of such data unless specified in Your order.

Third Party Web Sites, Content, Products and Services. The Services may enable You to link to, transmit Your Content to, or otherwise access, other Web sites, content, products, services, and information of third parties. Tangent does not control and is not responsible for such Web sites or any such content, products, services and information accessible from or provided through the Services, and You bear all risks associated with access to and use of such Web sites and third party content, products, services and information.

Any Third Party Content made accessible by Tangent in or through the Services Environment is provided on an "as-is" and "as available" basis without any warranty of any kind. Third Party Content may be indecent, offensive, inaccurate, infringing or otherwise objectionable or unlawful, and You acknowledge that Tangent is not responsible for and under no obligation to control, monitor or correct Third Party Content; however, Tangent reserves the right to take remedial action if any such content violates applicable restrictions under this Agreement, including the removal of, or disablement of access to, such content.

You acknowledge that: (i) the nature, type, quality and availability of Third Party Content may change at any time during the Services Period, and (ii) features of the Services that interoperate with third parties such as Facebook™, YouTube™ and Twitter™, etc. (each, a "Third Party Service"), depend on the continuing availability of such third parties' respective application programming interfaces (APIs) for use with the Services. Tangent may update, change or modify the Services under this Agreement as a result of a change in, or unavailability of, such Third Party Content, Third Party Services or APIs. If any third party ceases to make its Third Party Content or APIs available on reasonable terms for the Services, as determined by Tangent in its sole discretion, Tangent may cease providing access to the affected Third Party Content or Third Party Services without any liability to You. Any changes to Third Party Content, Third Party Services or APIs, including their availability or unavailability, during the Services Period does not affect Your obligations under this Agreement or the applicable order, and You will not be entitled to any refund, credit or other compensation due to any such changes. Any Third Party Content that You store in Your Services Environment will count towards any storage or other allotments applicable to the Cloud Services that You ordered.

Services Tools and Ancillary Programs. Tangent may use tools, scripts, software, and utilities (collectively, the "Tools") to monitor and administer the Services and to help resolve Your Tangent service requests. The Tools will not collect or store any of Your Content or Your Applications residing in the Services
Environment, except as necessary to provide the Services or troubleshoot service requests or other problems in the Services. Information collected by the Tools (excluding Your Content and Your Applications) may also be used to assist in managing Tangent's product and service portfolio, to help Tangent address deficiencies in its product and service offerings, and for Service and Services management. As part of the Cloud Services, Tangent may provide You with on-line access to download certain Ancillary Programs for use with the Services. If Tangent does not specify separate terms for such Ancillary Programs, then, subject to Your payment obligations, You have the non-exclusive, nonassignable, royalty free, worldwide limited right to use such Ancillary Programs solely to facilitate Your access to, operation of, and/or use of the Services Environment, subject to the terms of this Agreement and Your order, including the Services Specifications. Your right to use such Ancillary Programs will

terminate upon the earlier of Tangent's notice (which may be through posting on a URL designated by Tangent), the end of the Cloud Services associated with the Ancillary Programs, or the date on which the Service to use the Ancillary Programs ends under the Separate Terms specified for such programs.

Service Analyses. Tangent may (i) compile statistical and other information related to the performance, operation and use of the Services, and (ii) use data from the Services Environment in aggregated form for security and operations management, to create statistical analyses, and for research and development purposes (clauses i and ii are collectively referred to as "Service Analyses"). Tangent may make Service Analyses publicly available; however, Service Analyses will not incorporate Your Content or Confidential Information in a form that could serve to identify You or any individual, and Service Analyses do not constitute Personal Data. Tangent retains all intellectual property rights in Service Analyses.

Export. Export laws and regulations of the United States and any other relevant local export laws and regulations apply to the Services. You agree that such export laws govern Your use of the Services (including technical data) and any Services deliverables provided under this Agreement, and You agree to comply with all such export laws and regulations (including "deemed export" and "deemed re-export" regulations). You agree that no data, information, software programs and/or materials resulting from Services (or direct product thereof) will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation, or development of missile technology. You acknowledge that the Cloud Services are designed with capabilities for You and Your Users to access the Services Environment without regard to geographic location and to transfer or otherwise move Your Content and Your Applications between the Services Environment and other locations such as User workstations. You are solely responsible for the authorization and management of User accounts, as well as export control and geographic transfer of Your Content and Your Applications.

Third Party consent. You shall obtain at Your sole expense any rights and consents from third parties necessary for Your Content, Your Applications, and Third Party Content, as well as other vendor's products provided by You that You use with the Services, including such rights and consents as necessary for Tangent to perform the Services under this Agreement. You agree to provide Tangent with all information, access and full good faith cooperation reasonably necessary to enable Tangent to provide the Services and You will perform the actions identified in Your order as Your responsibilities.

Government Rules, Regulation, and Compliance. You remain solely responsible for Your regulatory compliance in connection with Your use of the Services. You are responsible for making Tangent aware of any technical requirements that result from Your regulatory obligations prior to entering into an order governed by this Agreement. Tangent will cooperate with Your efforts to determine whether use of the standard Tangent Services offering is consistent with those requirements. Additional fees may apply to any additional work performed by Tangent or changes to the Services.

Audit. Tangent may audit Your use of the Services (e.g., through use of software tools) to assess whether Your use of the Services is in accordance with Your order and the terms of this Agreement. You agree to cooperate with Tangent's audit and provide reasonable assistance and access to information. Any such audit shall not unreasonably interfere with Your normal business operations. You agree to pay within 30 days of written notification any fees applicable to Your use of the Services in excess of Your rights. If You do not pay, Tangent can end Your Services and/or Your order. You agree that Tangent shall not be responsible for any of Your costs incurred in cooperating with the audit.

Assignment. You may not assign this Agreement or give or transfer the Services (including the Tangent Programs) or an interest in them to another individual

or entity. Additionally no provision shall be construed to grant rights You may otherwise not have with respect to Separately Serviced Third Party Technology Serviced under open source or similar Service terms.

No Joint Venture. Tangent is an independent contractor and we agree that no partnership, joint venture, or agency relationship exists between us. We each will be responsible for paying our own employees, including employment related taxes and insurance. You understand that Tangent's business partners and other third parties, including any third party firms retained by You to provide consulting or implementation services or applications that interact with the Cloud Services, are independent of Tangent and are not Tangent's agents. Tangent is not liable for, bound by, or responsible for any problems with the Services arising due to, any acts of any such business partner or third party, unless the business partner or third party is providing Services as an Tangent subcontractor on an engagement ordered under this Agreement and, if so, then only to the same extent as Tangent would be responsible for Tangent resources under this Agreement.

Warranties, Disclaimer, and Limitation Of Liability. Tangent warrants that it will perform (i) Services in all material respects as described in the preceding order form, and (ii) Professional Services in a professional manner in accordance with the Service Specifications. If the Services provided to You were not performed as warranted, You must promptly provide written notice to Tangent that describes the deficiency in the Services (including, as applicable, the service request number notifying Tangent of the deficiency in the Services).

TANGENT DOES NOT GUARANTEE THAT (A) THE SERVICES WILL BE PERFORMED ERROR-FREE OR UNINTERRUPTED, OR
THAT TANGENT WILL CORRECT ALL SERVICES ERRORS, (B) THE SERVICES WILL OPERATE IN COMBINATION WITH YOUR CONTENT OR YOUR APPLICATIONS, OR WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEMS, SERVICES OR DATA NOT PROVIDED BY TANGENT, AND (C) THE SERVICES WILL MEET YOUR REQUIREMENTS, SPECIFICATIONS OR EXPECTATIONS. YOU ACKNOWLEDGE THAT TANGENT DOES NOT CONTROL THE TRANSFER OF DATA OVER
COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS
FACILITIES. TANGENT IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS. TANGENT IS NOT RESPONSIBLE FOR ANY ISSUES RELATED TO THE PERFORMANCE, OPERATION OR SECURITY OF THE SERVICES THAT ARISE FROM YOUR CONTENT, YOUR APPLICATIONS OR THIRD PARTY CONTENT. TANGENT DOES NOT MAKE ANY REPRESENTATION OR
WARRANTY REGARDING THE RELIABILITY, ACCURACY, COMPLETENESS, CORRECTNESS, OR USEFULNESS OF THIRD PARTY CONTENT OR SERVICES, AND
DISCLAIMS ALL LIABILITIES ARISING FROM OR RELATED TO THIRD PARTY CONTENT OR SERVICES.

FOR ANY BREACH OF THE SERVICES WARRANTY, YOUR EXCLUSIVE REMEDY
AND TANGENT'S ENTIRE LIABILITY SHALL BE THE CORRECTION OF THE DEFICIENT SERVICES THAT CAUSED THE BREACH OF WARRANTY, OR, IF TANGENT CANNOT SUBSTANTIALLY CORRECT THE DEFICIENCY IN A COMMERCIALLY REASONABLE MANNER, YOU MAY END THE DEFICIENT SERVICES AND TANGENT WILL REFUND TO YOU THE FEES FOR THE
TERMINATED SERVICES THAT YOU PREPAID TO TANGENT FOR THE PERIOD FOLLOWING THE EFFECTIVE DATE OF TERMINATION.

TO THE EXTENT NOT PROHIBITED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND ALL OTHER WARRANTIES OR CONDITIONS, WHETHER EXPRESS OR IMPLIED, ARE

EXPRESSLY EXCLUDED, INCLUDING FOR SOFTWARE, HARDWARE, SYSTEMS, NETWORKS OR ENVIRONMENTS OR FOR MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR
LIMITATION OF LIABILITY NOTHING IN THIS AGREEMENT SHALL LIMIT TANGENT'S LIABILITY FOR PERSONAL INJURY OR DEATH CAUSED BY THE NEGLIGENCE OF
TANGENT, OR TANGENT'S LIABILITY IN THE TORT OF DECEIT. NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF REVENUE OR PROFITS (EXCLUDING FEES UNDER THIS AGREEMENT), DATA, OR DATA USE. TANGENT'S AGGREGATE LIABILITY FOR ALL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR YOUR ORDER, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL BE LIMITED TO THE TOTAL AMOUNTS ACTUALLY PAID TO TANGENT FOR THE SERVICES UNDER THE ORDER GIVING RISE TO THE LIABILITY IN
THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY LESS ANY REFUNDS OR CREDITS RECEIVED BY YOU FROM TANGENT UNDER SUCH ORDER.

Indemnification. Subject to the terms of this Section 14 (Indemnification), if a third party makes a claim against either You or Tangent
("Recipient" which may refer to You or Tangent depending upon which party received the Material), that any information, design, specification, instruction, software, service, data, hardware, or material (collectively, "Material") furnished by either You or Tangent ("Provider" which may refer to You or Tangent depending on which party provided the Material) and used by the Recipient infringes the third party's intellectual property rights, the Provider, at the Provider's sole cost and expense, will defend the Recipient against the claim and indemnify the Recipient from the damages, liabilities, costs and expenses awarded by the court to the third party claiming infringement or the settlement agreed to by the Provider, if the Recipient does the following: a. notifies the Provider promptly in writing, not later than 30 days after the Recipient receives notice of the claim (or sooner if required by applicable law); b. gives the Provider sole control of the defense and any settlement negotiations; and c. gives the Provider the information, authority and assistance the Provider needs to defend against or settle the claim.

If the Provider believes or it is determined that any of the Material may have violated a third party's intellectual property rights, the Provider may choose to either modify the Material to be non-infringing (while substantially preserving its utility or functionality) or obtain a Service to allow for continued use, or if these alternatives are not commercially reasonable, the Provider may end the Service for, and require return of, the applicable Material and refund any unused, prepaid fees the Recipient may have paid to the other party for such Material. If such return materially affects Tangent's ability to meet its obligations under the relevant order, then Tangent may, at its option and upon 30 days prior written notice, terminate the order.

The Provider will not indemnify the Recipient if the Recipient (a) alters the Material or uses it outside the scope of use identified in the Provider's user or program documentation or Service Specifications, (b) uses a version of the Material which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Material which was made available to the Recipient, or continues to use the applicable Material after the end of the Service to use that Material. The Provider will not indemnify the Recipient to the extent that an infringement claim is based upon any information, design, specification, instruction, software, service, data, hardware or material not furnished by the Provider. Tangent will not indemnify You for any portion of an infringement claim that is based upon the combination of any Material with any products or Services not provided by Tangent. Tangent will not indemnify You to the extent that an infringement claim is based on Third Party Content or any Material from a third party portal or other external source that is accessible to You within or from the Services (e.g., a social media post from a third party blog or forum, a

third party Web page accessed via a hyperlink, etc.). Tangent will not indemnify You for infringement caused by Your actions against any third party if the Services as delivered to You and used in accordance with the terms of this Agreement would not otherwise infringe any third party intellectual property rights. Tangent will not indemnify You for any intellectual property infringement claim(s) known to You at the time Services rights are obtained.

The term "Material" defined above does not include Separately Serviced Third Party Technology. Solely with respect to Separately Serviced Third Party Technology that is part of or is required to use the Cloud Services and that is used: (a) in unmodified form; (b) as part of or as required to use the Cloud Services; and (c) in accordance with the usage grant for the relevant Cloud Services and all other terms and conditions of this Agreement, Tangent will indemnify You for infringement claims for Separately Serviced Third Party Technology to the same extent as Tangent is required to provide infringement indemnification for Materials under the terms of the Agreement.

Notice; Informal Dispute Resolution. You and Tangent agree that each party will notify the other party in writing of any arbitrable or small claims Dispute within thirty (30) days of the date it arises, so that the parties can attempt in good faith to resolve the Dispute informally. Notice to Tangent shall be sent by certified mail or courier to 191 Airport Boulevard Burlingame, CA 94010 USA. Your notice must include (a) your name, postal address, telephone number, the email address you use or used for your Tangent account and, if different, an email address at which you can be contacted, (b) a description in reasonable detail of the nature or basis of the Dispute, and (c) the specific relief that you are seeking. Our notice to you will be sent electronically in accordance with this agreement and will include (x) our name, postal address, telephone number and an email address at which we can be contacted with respect to the Dispute, (y) a description in reasonable detail of the nature or basis of the Dispute, and (z) the specific relief that we are seeking. If you and Tangent cannot agree how to resolve the Dispute within thirty (30) days after the date notice is received by the applicable party, then either you or Tangent may, as appropriate and in accordance with this Section, commence an arbitration proceeding or, to the extent specifically provided for or, file a claim in court.

Process. EXCEPT FOR DISPUTES ARISING OUT OF OR RELATED TO A VIOLATION OF SECTION OR DISPUTES IN WHICH EITHER PARTY SEEKS TO BRING AN INDIVIDUAL ACTION IN SMALL CLAIMS COURT OR SEEKS INJUNCTIVE OR OTHER EQUITABLE RELIEF FOR THE ALLEGED UNLAWFUL USE OF INTELLECTUAL PROPERTY, INCLUDING, WITHOUT LIMITATION, COPYRIGHTS, TRADEMARKS, TRADE NAMES, LOGOS, TRADE SECRETS OR PATENTS, YOU AND TANGENT AGREE THAT ANY DISPUTE MUST BE COMMENCED OR FILED BY YOU OR TANGENT WITHIN ONE (1) YEAR OF THE DATE THE DISPUTE AROSE, OTHERWISE THE UNDERLYING CLAIM IS PERMANENTLY BARRED (WHICH MEANS THAT YOU AND TANGENT WILL NO LONGER HAVE THE RIGHT TO ASSERT SUCH CLAIM REGARDING THE DISPUTE). You and Tangent agree that (a) any arbitration will occur in the State of California, (b) arbitration will be conducted confidentially by a single arbitrator in accordance with the rules of the Judicial Arbitration and Mediation Services ("JAMS"), which are hereby incorporated by reference, and (c) that the state or federal courts of the State of California and the United States, respectively, have exclusive jurisdiction over any appeals and the enforcement of an arbitration award. You may also litigate a Dispute in the small claims court located in the county of your billing address if the Dispute meets the requirements to be heard in small claims court.

Authority of Arbitrator. As limited by the FAA, these Terms and the applicable JAMS rules, the arbitrator will have (a) the exclusive authority and jurisdiction to make all procedural and substantive decisions regarding a Dispute, including the determination of whether a Dispute is arbitrable, and (b) the authority to grant any remedy that would otherwise be available in court; provided, however, that the arbitrator does not have the authority to conduct a class arbitration or a representative action, which is prohibited by these

Terms. The arbitrator may only conduct an individual arbitration and may not consolidate more than one individual's claims, preside over any type of class or representative proceeding or preside over any proceeding involving more than one individual.

Rules of Jams. The rules of JAMS and additional information about JAMS are available on the JAMS website. By agreeing to be bound by these Terms, you either (a) acknowledge or agree that you have read and understand the rules of JAMS, or (b) waive your opportunity to read the rules of JAMS and any claim that the rules of JAMS are unfair or should not apply for any reason.

Opt-Out Right. You have the right to opt out of binding arbitration within thirty (30) days of the date you first accepted the terms of this Section by writing to: 191 Airport Boulevard Burlingame, CA 94010 USA. In order to be effective, the-opt out notice must include your full name and clearly indicate your intent to opt out of binding arbitration.

Governing Law and Venue. These Terms, your access to and use of the Sites and your order, receipt and use of the Services shall be governed by and construed and enforced in accordance with the laws of the State of California, without regard to conflict of law rules or principles (whether of the State of California or any other jurisdiction) that would cause the application of the laws of any other jurisdiction. Any Dispute between the parties that is not subject to arbitration or cannot be heard in small claims court, shall be resolved in the state or federal courts of the State of California and the United States, respectively, sitting in the State of California.

Severability. If any term, clause or provision of these Terms is held invalid or unenforceable, then that term, clause or provision will be severable from these Terms and will not affect the validity or enforceability of any remaining part of that term, clause or provision, or any other term, clause or provision of these Terms.

Miscellaneous. These Terms constitute the entire agreement between you and Tangent relating to your access to and use of the Sites and your order, receipt and use of Services. These Terms, and any rights and Services granted hereunder, may not be transferred or assigned by you without the prior written consent of Tangent. No waiver of any provision of these Terms will constitute a waiver of such provision in any prior, concurrent or subsequent circumstance, and Tangent's failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision. Except as otherwise provided herein, these Terms are intended solely for the benefit of the parties and are not intended to confer third party beneficiary rights upon any other person or entity.

Entire Agreement. You agree that these Conditions and the information which is incorporated into this Agreement by written reference (privacy policy) and order form, together is the complete agreement for the Services ordered by You and supersedes all prior or contemporaneous agreements or representations, written or oral, regarding such Services. Nothing in this terms excludes or limits Tangent's liability for deceit or fraudulent misrepresentation. It is expressly agreed that the terms of this Agreement and any Tangent order shall supersede the terms in any purchase order, procurement internet portal, or other similar non-Tangent document and no terms included in any such purchase order, portal, or other non-Tangent document shall apply to the Services ordered. In the event of any inconsistencies between the terms of an order and these terms, the order shall take precedence. This Agreement and orders hereunder may not be modified and the rights and Cloud restrictions may not be altered or waived except in a writing signed or accepted online through Tangent by authorized representatives of You and of Tangent. No third party beneficiary relationships are created by this Agreement.

Contact Us. In order to resolve a complaint regarding the Site or to receive further information regarding use of the Site, please contact us at:

TANGENT SOLUTIONS
191 Airport Boulevard
Burlingame, CA 94010
PHONE: (800)342-9388
EMAIL: O365Admins@tangent.com

Microsoft Volume Licensing

Microsoft Cloud Agreement

US Government Community Cloud

This Microsoft Cloud Agreement is incorporated into the Customer Agreement and entered into between the customer who is a Community member ("Customer") and the person or entity who has entered into a prime contract with the Customer ("Contractor") as an addendum and governs Customer's use of the Microsoft Products. It consists of the terms and conditions below, Use Rights, SLA, and all documents referenced within those documents (together, the "agreement"). It is effective on the date that the Contractor provisions the Customer's Subscription. Key terms are defined in Section 13.

1. Grants, rights and terms.

All rights granted under this agreement are non-exclusive and non-transferable and apply as long as neither Customer nor any of its Affiliates is in material breach of this agreement.

a. Software. Upon acceptance of each order, Microsoft grants Customer a limited right to use the Software in the quantities ordered.

(i) Use Rights. The Use Rights in effect when Customer orders Software will apply to Customer's use of the version of the Software that is current at the time. For future versions and new Software, the Use Rights in effect when those versions and Software are first released will apply. Changes Microsoft makes to the Use Rights for a particular version will not apply unless Customer chooses to have those changes apply.

(ii) Temporary and perpetual licenses. Licenses available on a subscription basis are temporary. For all other licenses, the right to use Software becomes perpetual upon payment in full.

b. Online Services. Customer may use the Online Services as provided in this agreement.

(i) Online Services Terms. The Online Services Terms in effect when Customer orders or renews a Subscription to an Online Service will apply for the applicable Subscription term. For Online Services that are billed periodically based on consumption, the Online Services Terms current at the start of each billing period will apply to usage during that period.

(ii) Suspension. Microsoft may suspend use of an Online Service during Customer's violation of the Acceptable Use Policy or failure to respond to a claim of alleged infringement. Microsoft will give Customer notice before suspending an Online Service when reasonable.

(iii) End Users. Customer controls access by End Users, and is responsible for their use of the Product in accordance with this agreement. For example, Customer will ensure End Users comply with the Acceptable Use Policy.

(iv) Customer Data. Customer is solely responsible for the content of all Customer Data. Customer will secure and maintain all rights in Customer Data necessary for Microsoft to provide the Online Services to Customer without violating the rights of any third party or otherwise obligating Microsoft to Customer or to any third party. Microsoft does not and will not assume any obligations with respect to Customer Data or to Customer's use of the Product other than as expressly set forth in this agreement or as required by applicable law.

(v) Responsibility for your accounts. Customer is responsible for maintaining the confidentiality of any non-public authentication credentials associated with Customer's use of the Online Services. Customer must promptly notify customer support about any possible misuse of Customer's accounts or authentication credentials or any security incident related to the Online Services.

c. License transfers. License transfers are not permitted, except that Customer may transfer only fully-paid perpetual licenses to (1) an Affiliate or (2) a third party, solely in connection with the transfer of hardware or employees to whom the licenses have been assigned to the third party as part of (a) a divestiture of all or part of an Affiliate or (b) a merger involving Customer or an Affiliate. Upon such transfer, Customer and its Affiliates must uninstall and discontinue using the licensed Product and render any copies unusable. Attempted license transfers that do not comply with this agreement are void.

d. Reservation of rights. Products are protected by copyright and other intellectual property rights laws and international treaties. Microsoft reserves all rights not expressly granted in this agreement. No rights will be granted or implied by waiver or estoppel. Rights to access or use Software on a device do not give Customer any right to implement Microsoft patents or other Microsoft intellectual property in the device itself or in any other software or devices.

e. Restrictions. Customer may use the Product only in accordance with this agreement. Customer may not (and is not licensed to): (1) reverse engineer, decompile or disassemble any Product or Fix, or attempt to do so; (2) install or use non-Microsoft software or technology in any way that would subject Microsoft's intellectual property or technology to any other license terms; or (3) work around any technical limitations in a Product or Fix or restrictions in Product documentation. Customer may not disable, tamper with, or otherwise attempt to circumvent any billing mechanism that meters Customer's use of the Online Services. Except as expressly permitted in this agreement or Product documentation, Customer may not distribute, sublicense, rent, lease, lend, resell or transfer and Products, in whole or in part, or use them to offer hosting services to a third party.

f. Preview releases. Microsoft may make Previews available. **Previews are provided "as-is," "with all faults," and "as-available," and are excluded from the SLA and all limited warranties provided in this agreement.** Previews may not be covered by customer support. Previews may be subject to reduced or different security, compliance, and privacy commitments, as further explained in the Online Services Terms and any additional notices provided with the Preview. Microsoft may change or discontinue Previews at any time without notice. Microsoft also may choose not to release a Preview into "General Availability."

g. Verifying compliance for Products.

(i) Right to verify compliance. Customer must keep records relating to all use and distribution of Products by Customer and its Affiliates. Microsoft has the right, at its expense, to verify compliance with the Products' license terms. Customer must promptly provide any information reasonably requested by the independent auditors retained by Microsoft in furtherance of the verification, including access to systems running the Products and evidence of licenses for Products that Customer hosts, sublicenses, or distributes to third parties. Customer agrees to complete Microsoft's self-audit process, which Microsoft may request as an alternative to a third-party audit.

(ii) Remedies for non-compliance. If verification or self-audit reveals any unlicensed use of Products, then within 30 days Customer must order sufficient licenses to cover its use. If unlicensed use or distribution is 5% or more, the Customer may be completely responsible for the costs Microsoft has incurred in verification, to the extent permitted by 31 U.S.C. § 1341 (Anti-Deficiency Act) and other applicable Federal law or similar state law (as applicable). The unlicensed use percentage is based on the total number of licenses purchased compared to actual install base. Notwithstanding the foregoing, nothing in this section prevents the Customer from disputing any invoice in accordance with the Contract Disputes Act (41 U.S.C. §§7101-7109), if and as applicable. If there is no unlicensed use, Microsoft will not subject Customer to another verification for at least one year. By exercising the rights and procedures described above, Microsoft does not waive its rights to enforce this agreement or to protect its intellectual property by any other legal means.

(iii) Verification process. Microsoft will notify Customer at least 30 days in advance of its intent to verify Customers' compliance with the license terms for the Products Customer and its Affiliates use or distribute. Microsoft will engage an independent auditor, which will be subject to a confidentiality obligation. Any information collected in the self-audit will be used solely for purposes of determining compliance. This verification will take place during normal business hours and in a manner that does not unreasonably interfere with Customer's operations.

2. Subscriptions, ordering.

a. Available Subscription offers. The Subscription offers available to Customer will be established by the Customer Agreement and generally can be categorized as one or a combination of the following:

(i) Online Services Commitment Offering. Customer commits in advance to purchase a specific quantity of Online Services for use during a Term and to pay upfront or on a periodic basis for continued use of the Online Service.

(ii) Consumption Offering (also called Pay-As-You-Go). Customer pays based on actual usage with no upfront commitment.

(iii) Limited Offering. Customer receives a limited quantity of Online Services for a limited term without charge (for example, a free trial) or as part of another Microsoft offering (for example, MSDN). Provisions in this agreement with respect to the SLA and data retention may not apply.

(iv) Software Commitment Offering. Customer commits in advance to purchase a specific quantity of Software for use during a Term and to pay upfront or on a periodic basis for continued use of the Software.

b. Ordering.

(i) Orders must be placed through the Contractor. Customer may place orders for its Affiliates under this agreement and grant its Affiliates administrative rights to manage the Subscription, but, Affiliates may not place

orders under this agreement. Customer also may assign the rights granted under Section 1.a and 1.b to a third party for use by that third party in Customer's internal business. If Customer grants any rights to Affiliates or third parties with respect to Software or Customer's Subscription, such Affiliates or third parties will be bound by this agreement and Customer agrees to be jointly and severally liable for any actions of such Affiliates or third parties related to their use of the Products.

(ii) The Contractor may permit Customer to modify the quantity of Online Services ordered during the Term of a Subscription. Additional quantities of Online Services added to a Subscription will expire at the end of that Subscription.

c. Pricing and payment. Prices for each Product and any terms and conditions for invoicing and payment will be established by the Contractor.

d. Renewal.

(i) Upon renewal of a Subscription, Customer may be required to sign a new agreement, a supplemental agreement or an amendment to this agreement.

(ii) Customer's Subscription will automatically renew unless Customer provides the Contractor notice of its intent not to renew prior to the expiration of the Term.

e. Eligibility for Academic, Government and Nonprofit versions. Customer agrees that if it is purchasing an academic, government or nonprofit offer, Customer meets the respective eligibility requirements listed at the following sites:

(i) For academic offers, the requirements for educational institutions (including administrative offices or boards of education, public libraries, or public museums) listed at http://go.microsoft.com/academic;

(ii) For government offers, the requirements listed at http://go.microsoft.com/government; and

(iii) For nonprofit offers, the requirements listed at http://go.microsoft.com/nonprofit.

As an exception to the foregoing, if Customer is not a government entity but has been verified by Contractor to be an eligible member of the Community, then the requirements in (ii) above shall not apply. Microsoft reserves the right to verify eligibility at any time and suspend the Online Service if the eligibility requirements are not met.

f. Taxes. The parties are not liable for any of the taxes of the other party that the other party is legally obligated to pay and which are incurred or arise in connection with or related to the transactions contemplated under this agreement, and all such taxes will be the financial responsibility of the party who is obligated by operation of law to pay such tax.

3. Term, termination.

a. Agreement term and termination. This agreement will remain in effect until the expiration or termination of the Customer Agreement, whichever is earliest.

b. Cancel a Subscription. The Customer Agreement will establish the terms and conditions, if any, upon which Customer may cancel a Subscription.

4. Security, privacy, and data protection.

a. Reseller Administrator Access and Customer Data. Customer acknowledges and agrees that (i) the Contractor will be the primary administrator of the Online Services for the Term and will have administrative privileges and access to Customer Data, however, Customer may request additional administrator privileges from its Contractor; (ii) Customer can, at its sole discretion and at any time during the Term, terminate its Contractor's administrative privileges; (iii) the Contractor's privacy practices with respect to Customer Data or any services provided by the Contractor are subject to the terms of the Customer Agreement and may differ from Microsoft's privacy practices; and (iv) the Contractor may collect, use, transfer, disclose, and otherwise process Customer Data, including personal data. Customer consents to Microsoft providing the Contractor with Customer Data and information that Customer provides to Microsoft for purposes of ordering, provisioning and administering the Online Services.

b. If Customer plans to include criminal justice information or federal tax information with its Customer Data, it is Customer's responsibility to ensure compliance with FBI CJIS Policy, including ensuring that all of Customer's and/or Contractor's employees that will have unencrypted access to Customer Data meet the FBI background check. Customer must contact Contractor to obtain an applicable amendment to this agreement for that purpose.

c. Customer consents to the processing of personal information by Microsoft and its agents to facilitate the subject matter of this agreement. Customer may choose to provide personal information to Microsoft on behalf of third parties (including your contacts, resellers, distributors, administrators, and employees) as part of this agreement.

Customer will obtain all required consents from third parties under applicable privacy and data protection laws before providing personal information to Microsoft.

d. Additional privacy and security details are in the Online Services Terms. The commitments made in the Online Services Terms only apply to the Online Services purchased under this agreement and not to any services or products provided by the Contractor. If Customer uses software or services that are hosted by a Reseller, that use will be subject to Reseller's privacy practices, which may differ from Microsoft's.

e. As and to the extent required by law, Customer shall notify the individual users of the Online Services that their data may be processed for the purpose of disclosing it to law enforcement or other governmental authorities as directed by the Contractor or as required by law, and Customer shall obtain the users' consent to the same.

f. Customer appoints the Contractor as its agent for purposes of interfacing with and providing instructions to Microsoft for purposes of this Section 4.

5. Warranties.

a. Limited warranty.

(i) Software. Microsoft warrants that each version of the Software will perform substantially as described in the applicable Product documentation for one year from the date Customer is first licensed for that version. If it does not, and Customer notifies Microsoft within the warranty term, then Microsoft will, at its option, (1) return the price Customer paid for the Software license or (2) repair or replace the Software.

(ii) Online Services. Microsoft warrants that each Online Service will perform in accordance with the applicable SLA during Customer's use. Customer's remedies for breach of this warranty are in the SLA.The remedies above are Customer's sole remedies for breach of the warranties in this section. Customer waives any breach of warranty claims not made during the warranty period.

b. Exclusions. The warranties in this agreement do not apply to problems caused by accident, abuse or use inconsistent with this agreement, including failure to meet minimum system requirements. These warranties do not apply to free or trial products, Previews, Limited Offerings, or to components of Products that Customer is permitted to redistribute.

c. Disclaimer. Except for the limited warranties above, to the extent not prohibited by applicable law, Microsoft provides no warranties or conditions for Products and disclaims any other express, implied, or statutory warranties for Products, including warranties of quality, title, non-infringement, merchantability and fitness for a particular purpose.

6. Defense of third party claims.

a. By Microsoft. Microsoft will defend Customer against any third-party claim to the extent it alleges that a Product or Fix made available by Microsoft for a fee and used within the scope of the license granted under this agreement (unmodified from the form provided by Microsoft and not combined with anything else), misappropriates a trade secret or directly infringes a patent, copyright, trademark or other proprietary right of a third party. If Microsoft is unable to resolve a claim of infringement under commercially reasonable terms, it may, as its option, either: (1) modify or replace the Product or fix with a functional equivalent; or (2) terminate Customer's license and refund any prepaid license fees (less depreciation on a five-year, straight-line basis) for perpetual licenses and any amount paid for Online Services for any usage period after the termination date. Microsoft will not be liable for any claims or damages due to Customer's continued use of a Product or Fix after being notified to stop due to a third-party claim.

b. Customer's agreement. Customer agrees that use of Customer Data or non-Microsoft software Microsoft provides or otherwise makes available on Customer's behalf will not infringe any third party's patent, copyright or trademark or make unlawful use of any third party's trade secret. In addition, Customer will not use an Online Service to gain unauthorized access to or disrupt any service, data, account or network in connection with the use of the Online Services.

c. Rights and remedies in case of possible infringement or misappropriation. If Microsoft reasonably believes that a claim under this section may result in a legal bar prohibiting Customer's use of the Product or Fix, Microsoft will seek to obtain the right for Customer to keep using it or modify or replace it with a functional equivalent, in which case Customer must discontinue use of the prior version immediately. If these options are not commercially reasonable, Microsoft may terminate Customer's right to the Product or Fix and refund any amounts Customer has paid for those rights to Software and Fixes and, for Online Services, any amount paid for a usage period after the termination date.

d. Other terms. Customer must notify Microsoft promptly in writing of a claim subject to this section; give Microsoft sole control over the defense and settlement (provided that for any Federal Agency Customers, the control of the defense and settlement is subject to 28 U.S.C. 516); and provide reasonable assistance in defending the claim. Microsoft will reimburse Customer for reasonable out of pocket expenses that it incurs in helping. The remedies provided in this section are the exclusive remedies for the claims described in this section.

Notwithstanding the foregoing, and solely with respect to Federal Agency Customers, Microsoft's rights set forth in this section (and the rights of the third party claiming infringement) shall be governed by the provisions of 28 U.S.C. § 1498.

7. Limitation of liability.

For each Product, each party's maximum, aggregate liability to the other under this agreement is limited to direct damages finally awarded in an amount not to exceed the amounts Customer was required to pay for the applicable Products during the term of this agreement, subject to the following:

a. Online Services. For Online Services, Microsoft's maximum liability to Customer for any incident giving rise to a claim will not exceed the amount Customer paid for the Online Service during the 12 months before the incident; provided that in no event will Microsoft's aggregate liability for any Online Service exceed the amount paid for that Online Service during the Subscription.

b. Free Products and distributable code. For Products provided free of charge and code that Customer is authorized to redistribute to third parties without separate payment to Microsoft, Microsoft's liability is limited to direct damages finally awarded up to US$5,000.

c. Exclusions. In no event will either party be liable for loss of revenue or indirect, special, incidental, consequential, punitive, or exemplary damages, or damages for loss of use, lost profits, revenues, business interruption, or loss of business information, however caused or on any theory of liability.

d. Exceptions. The limits of liability in this section apply to the fullest extent permitted by applicable law, but do not apply to: (1) the parties' obligations under section 6; or (2) violation of the other's intellectual property rights.

For Customers that are Federal Agencies, this Section shall not impair the Customer's right to recover for fraud or crimes arising out of or related to this agreement under any federal fraud statute, including the False Claims Act, 31 U.S.C. §§ 3729-3733.

8. ITAR Covered Services. This section applies to only the ITAR Covered Services, defined below, Customer buys subject to this Agreement. These terms ***only apply if*** Customer provides express notice to Microsoft of Customer's intent to manage ITAR controlled data in the Customer Data during the eligibility validation phase of the online application process in accordance with the directions provided here: https://azuregov.microsoft.com/regulationcollection.

a. Customer Prerequisites:

(i) Customer is responsible for ensuring that the prerequisites established or required by the ITAR are fulfilled prior to introducing ITAR-controlled data into the ITAR Covered Services.

(ii) Customer acknowledges that the ITAR Covered Services ordered by Customer under this Agreement enable End Users optionally to access and use a variety of additional resources, applications, or services that are (a) provided by third parties, or (b) provided by Microsoft subject to their own terms of use or privacy policies (collectively, for convenience, "add-ons"), as described in services documentation and/or in the portal through which Customer's administrator(s) will manage and configure the ITAR Covered Services.

(iii) Customer is responsible for reviewing Online Services documentation, configuring the ITAR Covered Services, and adopting and implementing such policies and practices for Customer's End Users' use of ITAR Covered Services, together with any add-ons, as Customer determines are appropriate to comply with the ITAR or other legal or regulatory requirements applicable to Customer and not generally applicable to Microsoft as an IT service provider.

(iv) Customer acknowledges that only ITAR Covered Services will be delivered subject to the terms of this Section. Processing and storage of ITAR-controlled data in other services, including without limitation add-ons, is not supported. Without limiting the foregoing, data that Customer elects to provide to the Microsoft technical support organization, if any, or data provided by or on Customer's behalf to Microsoft's billing or commerce systems in connection with purchasing or ordering ITAR Covered Services, if any, is not subject to the provisions of this Section. Customer is solely responsible for ensuring that ITAR-controlled data is not included in support information or support case artifacts.

b. Special Terms.

(i) ITAR Covered Services. The ITAR Covered Services are cloud services operated in a standardized manner with features and processes common across multiple customers. As part of Customer's preparation to use the ITAR Covered Services for the storage, processing, or transmission of ITAR-controlled data, Customer should review applicable services documentation. Customer's compliance with the ITAR will be dependent, in part, on Customer's configuration of the services and adoption and implementation of policies and practices for Customer's End Users' use of ITAR Covered Services. Customer is solely responsible for determining the appropriate policies and practices needed for compliance with the ITAR.

c. Personnel. Microsoft personnel and contractors authorized by Microsoft to access Customer Data (that may include ITAR-controlled data) in the ITAR Covered Services, will be limited to U.S. persons, as that term is defined in the ITAR. Customer may also authorize Microsoft personnel and contractors to access its Customer Data. Customer is solely responsible for ensuring any such authorization is permissible under the ITAR.

d. Use of Subcontractors. As set forth in the OST, Microsoft may hire subcontractors to provide services on its behalf. Any such subcontractors used in delivery of the ITAR Covered Services will be permitted to obtain Customer Data (that may include ITAR-controlled data) only to deliver the ITAR Covered Services Microsoft has retained them to provide and will be prohibited from using Customer Data for any other purpose. Storage and processing of Customer Data in the ITAR Covered Services is subject to Microsoft security controls at all times and, to the extent subcontractor personnel perform services in connection with ITAR Covered Services, they are obligated to follow Microsoft's policies, including without limitation the geographic restrictions and controls selected by you in the configuration of the ITAR Covered Services. Microsoft remains responsible for its subcontractors' compliance with Microsoft's obligations.

e. Notification. The Security Incident handling process defined in the OST will apply to the ITAR Covered Services. In addition, the parties agree to the following:

(i) Customer acknowledges that effective investigation or mitigation of a Security Incident involving ITAR-controlled data may be dependent upon information or services configurations within Customer's control. Accordingly, proper treatment of ITAR-controlled data will be a joint obligation between Microsoft and Customer. If Customer becomes aware of any unauthorized release of ITAR-controlled data to Microsoft or the use of a service other than the ITAR Covered Service to store, process, or transmit ITAR-controlled data, Customer will promptly notify Microsoft of such event and provide reasonable assistance and information necessary for Microsoft to investigate and report such event.

(ii) If, subsequent to notification of a Security Incident by Microsoft, Customer determines that ITAR-controlled data may have been subject to unauthorized inspection or disclosure, it is Customer's responsibility to notify the appropriate authorities of such event, or to notify impacted individuals, if Customer determines such notification is required under applicable law or regulation or your internal policies.

(iii) If either party determines it is necessary or prudent to make a voluntary disclosure to the Directorate of Defense Trade Controls regarding the treatment of ITAR-controlled data in the Online Services, such party will work in good faith to notify the other party of such voluntary disclosure prior to providing such voluntary disclosure. The parties will work together in good faith in the development and reporting of any such voluntary disclosure.

f. Conflicts. If there is any conflict between any provision in this Section and any provision in the agreement, this Section shall control.

9. **IRS 1075 Covered Services.** This section applies to only the IRS 1075 Covered Services, defined below, Customer buys under the Subscription. These terms only apply if Customer provides express notice to Microsoft of its intent to purchase IRS 1075 Covered Services in accordance with the directions provided here: https://azuregov.microsoft.com/regulationcollection.

a. **Customer Prerequisites.**

(i) Customer is responsible to ensure that the prerequisites established or required by IRS Publication 1075 are fulfilled prior to introducing FTI into the IRS 1075 Covered Services.

(ii) Customer acknowledges that the IRS 1075 Covered Services ordered by Customer under the Subscription enable End Users optionally to access and use a variety of additional resources, applications, or services that are (a) provided by third parties, or (b) provided by Microsoft subject to their own terms of use or privacy policies (collectively, for convenience, "add-ons"), as described in services documentation and/or in the portal through which your administrator(s) will manage and configure the IRS 1075 Covered Services.

(iii) Customer is responsible for reviewing Online Services documentation, configuring the services, and adopting and implementing such policies and practices for your End Users' use of IRS 1075 Covered Services,

together with any add-ons, as Customer determines are appropriate in order for Customer to comply with IRS Publication 1075 or other legal or regulatory requirements applicable to Customer and not generally applicable to Microsoft as an IT service provider.

(iv) Customer acknowledges that only IRS 1075 Covered Services will be delivered subject to the terms of this section. No other services are supported by the terms of this section. Without limiting the foregoing, data that Customer elects to provide to the Microsoft technical support organization ("Support Data"), if any, or data provided by or on Customer's behalf to Microsoft's billing or commerce systems in connection with purchasing/ordering IRS 1075 Covered Services ("Billing Data"), if any, is not subject to the provisions of this section. Customer is solely responsible for ensuring that FTI is not provided as Support Data or Billing Data.

b. IRS Publication 1075 Special Terms.

(i) IRS 1075 Covered Services. The IRS 1075 Covered Services are cloud services operated in a standardized manner with features and processes common across multiple customers. As part of your preparation to use the services for FTI, Customer should review applicable services documentation. Customer's compliance with IRS Publication 1075 will be dependent, in part, on Customer's configuration of the services and adoption and implementation of policies and practices for Customer's End Users' use of IRS 1075 Covered Services. Customer is solely responsible for determining the appropriate policies and practices needed for compliance with IRS Publication 1075.

(ii) Attachment 1 contains the Safeguarding Contract Language for Technology Services specified by IRS Publication 1075. Microsoft and Customer has agreed that certain requirements of the Safeguarding Contract Language and IRS Publication 1075 will be fulfilled as set forth in the remainder of this section.

(iii) Personnel Records and Training. Microsoft will maintain a list of screened personnel authorized to access Customer Data (that may include FTI) in the IRS 1075 Covered Services, which will be available to Customer or to the IRS upon written request. Customer will treat Microsoft personnel personally identifiable information (PII) as Microsoft trade secret or security-sensitive information exempt from public disclosure to the maximum extent permitted by applicable law, and, if required to provide such Microsoft personnel PII to the IRS, will require the IRS to treat such personnel PII the same.

(iv) Training Records. Microsoft will maintain security and disclosure awareness training records as required by IRS Publication 1075, which will be available to Customer upon written request.

(v) Confidentiality Statement. Microsoft will maintain a signed confidentiality statement, and will provide a copy for inspection upon request.

(vi) Cloud Computing Environment Requirements. The IRS 1075 Covered Services are provided in accordance with the FedRAMP System Security Plan for the applicable services. Microsoft's compliance with controls required by IRS Publication 1075, including without limitation encryption and media sanitization controls, can be found in the applicable FedRAMP System Security Plan.

(vii) Use of Subcontractors. Notwithstanding anything to the contrary in Attachment 1, as set forth in the OST, Microsoft may use subcontractors to provide services on its behalf. Any such subcontractors used in delivery of the IRS 1075 Covered Services will be permitted to obtain Customer Data (that may include FTI) only to deliver the services Microsoft has retained them to provide and will be prohibited from using Customer Data for any other purpose. Storage and processing of Customer Data in the IRS 1075 Covered Services is subject to Microsoft security controls at all times and, to the extent subcontractor personnel perform services in connection with IRS 1075 Covered Services, they are obligated to follow Microsoft's policies. Microsoft remains responsible for its subcontractors' compliance with Microsoft's obligations. Subject to the preceding, Microsoft may employ subcontractor personnel in the capacity of augmenting existing staff, and understands IRS Publication 1075 reference to employees to include employees and subcontractors acting in the manner specified herein. It is the responsibility of the Customer to gain approval of the IRS for the use of all subcontractors.

(viii) Microsoft maintains a list of subcontractor companies who may potentially provide personnel authorized to access Customer Data in the Online Services, published for Azure branded services at http://azure.microsoft.com/en-us/support/trust-center/, or successor locations identified by Microsoft. Microsoft will update these websites at least 14 days before authorizing any new subcontractor to access Customer Data, Microsoft will update the website and provide Customer with a mechanism to obtain notice of that update.

(ix) Security Incident Notification. The Security Incident handling process defined in the OST will apply to the IRS 1075 Covered Services. In addition, the parties agree to the following:

1. Customer acknowledges that effective investigation or mitigation of a Security Incident may be dependent upon information or services configurations within Customer's control. Accordingly, compliance with IRS Publication 1075 Incident Response requirements will be a joint obligation between Microsoft and Customer.

2. If, subsequent to notification from Microsoft of a Security Incident, Customer determines that FTI may have been subject to unauthorized inspection or disclosure, it is Customer responsibility to notify the appropriate Agent-in-Charge, TIGTA (Treasury Inspector General for Tax Administration) and/or the IRS of a Security Incident, or to notify impacted individuals, if Customer determines this is required under IRS Publication 1075, other applicable law or regulation, or Customer internal policies.

c. **Customer Right to Inspect.**

(i) Audit by Customer. Customer will, (i) be provided quarterly access to information generated by Microsoft's regular monitoring of security, privacy, and operational controls in place to afford you an ongoing view into the effectiveness of such controls, (ii) be provided a report mapping compliance of the IRS 1075 Covered Services with NIST 800-53 or successor controls, (iii) upon request, be afforded the opportunity to communicate with Microsoft's subject matter experts for clarification of the reports identified above, and (iv) upon request, and at Customer's expense, be permitted to communicate with Microsoft's independent third party auditors involved in the preparation of audit reports. Customer will use this information above to satisfy with any inspection requirements under IRS Publication 1075 and agrees that the audit rights described in this section are in full satisfaction of any audit that may otherwise be requested by the Customer.

(ii) Confidentiality of Audit Materials. Audit information provided by Microsoft to Customer will consist of highly confidential proprietary or trade secret information of Microsoft. Microsoft may request reasonable assurances, written or otherwise, that information will be maintained as confidential and/or trade secret information subject to this agreement prior to providing such information to Customer, and Customer will ensure Microsoft's audit information is afforded the highest level of confidentiality available under applicable law.

(iii) This Section, 9.c, is in addition to compliance information available to Customer under the OST.

10. **Criminal Justice Information Services (CJIS).** This section applies only to the Government CJIS Covered Services, defined below, you buy under the Subscription. These terms only apply if Customer provides express notice to Microsoft of its intent to purchase CJIS Covered Services in accordance with the directions provided here: https://azuregov.microsoft.com/regulationcollection.

a. Customer Prerequisites.

(i) Microsoft's representations as it relates to its CJIS Covered Services' compliance with the FBI Criminal Justice Information Systems ("CJIS") Security Addendum (Appendix H of FBI CJIS Policy) are subject to Customer's incorporation of applicable state-specific CJIS Amendment terms and conditions into Customer's order with the Contractor. They are also subject to Customer's incorporation and flow down of such terms in Customer's contracts with a Covered Entity.

(ii) Please visit https://www.microsoft.com/en-us/TrustCenter/Compliance/CJIS for additional information about CJIS Covered States and CJIS Covered Services. Note that not all states are CJIS Covered States and that different CJIS Covered Services may apply in different CJIS Covered States. For more information about how to sign up for CJIS Covered Services through an Enterprise Agreement, please visit https://azure.microsoft.com/en-us/pricing/enterprise-agreement/. For purposes of this section, if Customer is not in a CJIS Covered State, then Microsoft is unable to provide CJIS-related representations at this time, and no CJIS Amendment will apply.

(iii) Customer can access the terms and conditions of Microsoft's adherence to the FBI CJIS Policy by contacting the CSA in a CJIS Covered State. The Security Addendum for Private Contractors (Cloud Providers) referenced in the FBI CJIS Policy and CSA-provided terms and conditions is incorporated herein by reference, and you acknowledge that Microsoft's support for CJI will be in accordance with those terms agreed to and/or signed by the applicable state CSA. Customer also acknowledges that it is Customer's responsibility to contact the applicable state CSA for this and any additional information. Customer is required to, and acknowledge it will, work directly with the applicable state CSA for any CJIS-related documentation and audit requirements.

(iv) Customer is responsible to ensure that the CJIS Security Addendum has been signed by the CSA, that the CSA has approved Customer's use of the Covered Services to store or process CJI, and that any other prerequisites established or required by either the FBI, state CSA, or Customer is fulfilled prior to introducing CJI into the Covered Services.

(v) Customer acknowledges that it will keep records of any Covered Entity to which it provides CJIS State Agreements or other CJIS-related documentation Customer obtains from the state CSA and shall make such records available to Microsoft promptly upon request.

b. If there is any conflict between any provision in this section and any provision in the agreement, this section shall control.

11. **Government Community requirements.** Customer certifies that it is a member of the Community and agrees to use Government Community Cloud Services solely in its capacities as a member of the Community and for the benefit of end users that are members of the Community. Use of Government Community Cloud Services by an entity that is not a member of the Community or to provide services to non-Community members is strictly prohibited. Customer acknowledges that only Community members may use Government Community Cloud Services.

a. All terms and conditions applicable to non-Government Community Cloud Services also apply to their corresponding Government Community Cloud Services, except as otherwise noted in the Use Rights and this Agreement.

b. Customer may not deploy or use Government Community Cloud Services and corresponding non-Government Community Cloud Services in the same domain.

c. Any Customer that uses Government Community Cloud Services must maintain its status as a member of the Community. Maintaining status as a member of the Community is a material requirement for such services.

d. Use Rights for Government Community Cloud Services. For Government Community Cloud Services, notwithstanding anything to the contrary in the Use Rights:

(i) Government Community Cloud Services will be offered only within the United States.

(ii) Additional European Terms, as set forth in the Use Rights, will not apply.

(iii) References to geographic areas in the Use Rights with respect to the location of Customer Data at rest, as set forth in the Use Rights, refer only to the United States.

e. All terms and conditions applicable to non-Government Community Cloud Services also apply to their corresponding Government Community Cloud Services, except as otherwise noted herein.

f. Enrolled Affiliate may not deploy or use Government Community Cloud Services and corresponding non-Government Community Cloud Services in the same domain. Additionally, Office 365 US Government may not be deployed or used in the same domain as other Government Community Cloud Services.

g. Notwithstanding the Data Processing Terms section of the Online Services Terms, Office 365 GCC High and Azure Government Services are not subject to the same control standards and frameworks as the Microsoft Azure Core Services. The Compliance Trust Center Page describes the control standards and frameworks with which Office 365 GCC High and Azure Government Services comply.

h. Operational and Ordering Consideration for GCC High:

(i) Customer (a) acknowledges that its Tenant administrator console (when available) will appear to include more licenses than it has ordered and is entitled to; and (ii) agrees that it must order licenses for every User account it assigns. Notwithstanding anything to the contrary in the order and Product Terms, Licenses will be deemed "Reserved" for each user (and thereby subject to a True-Up Order requirement in accordance with the terms and conditions of the order), as of the day that User's account is reserved, unless a License for each such User is ordered in advance. Customer is solely responsible for keeping accurate records of the month each User is assigned to a User account, and will provide such records to Microsoft with its True-Up orders.

(ii) Customer acknowledges that (a) availability of its Office 3635 GCC High tenant may follow several weeks after its initial order, and (a) the service components provided pursuant to its orders for "Suite" SKUs such as E1 and E3, as listed in the Office 365 GCC High, may differ from those components available in similar suites available in other forms of Office 365 Services.

(iii) The parties acknowledge that, as of the date this Agreement was executed, the Office 365 ProPlus "click-to-run" (C2R) feature is not yet available in Office 365 GCC High, notwithstanding anything to the contrary in the Use Rights. Accordingly, the following terms and conditions shall apply:

Until C2R functionality is made available, Customer may install up to two (2) local copies of Office Professional Plus for each User to whom E3 licenses are assigned, for the sole use of those assigned Users on Qualified Devices in Customer's Enterprise.

Once C2R functionality is made available (the "C2R release date," to be announced in the Office 365 Service Descriptions), Customer must cease installing additional local copies of Office Professional Plus, and shall as soon as practicable (but in no event later than 12 months following the C2R release date) replace each local copy that was installed pursuant to the preceding paragraph with a C2R-installed copy.

12. Miscellaneous.

a. Notices. You must send notices by mail, return receipt requested, to the address below.

Notices should be sent to:
Microsoft Corporation Volume Licensing Group One Microsoft Way Redmond, WA 98052 USA Via Facsimile: (425) 936-7329

Customer agrees to receive electronic notices from us, which will be sent by email to the account administrator(s) named for your Subscription. Notices are effective on the date on the return receipt or, for email, when sent. You are responsible for ensuring that the email address for the account administrator(s) named for your Subscription is accurate and current. Any email notice that we send to that email address will be effective when sent, whether or not Customer actually receives the email.

b. Assignment. Customer may not assign this agreement either in whole or in part. Microsoft may transfer this agreement without Customer's consent, but only to one of Microsoft's Affiliates. Any prohibited assignment is void.

c. Severability. If any part of this agreement is held unenforceable, the rest remains in full force and effect.

d. Waiver. Failure to enforce any provision of this agreement will not constitute a waiver.

e. No agency. This agreement does not create an agency, partnership, or joint venture.

f. No third-party beneficiaries. There are no third-party beneficiaries to this agreement.

g. Use of contractors. Microsoft may use contractors to perform services, but will be responsible for their performance, subject to the terms of this agreement.

h. Microsoft as an independent contractor. The parties are independent contractors. Customer and Microsoft each may develop products independently without using the other's confidential information.

i. Agreement not exclusive. Customer is free to enter into agreements to license, use or promote non-Microsoft products or services.

j. Entire agreement. This agreement is the entire agreement concerning its subject matter and supersedes any prior or concurrent communications. In the case of a conflict between any documents in this agreement that is not expressly resolved in those documents, their terms will control in the following order of descending priority: (1) this agreement, (2) the Product Terms, (3) the Online Services Terms, and (4) any other documents in this agreement.

k. Survival. All provisions survive termination of this agreement except that requiring performance only during the term of the agreement.

l. U.S. export jurisdiction. Products are subject to U.S. export jurisdiction. Customer must comply with all applicable international and national laws, including the U.S. Export Administration Regulations, the International Traffic in Arms Regulations, and end-user, end-use and destination restrictions issued by U.S. and other governments related to Microsoft products, services, and technologies.

m. Force majeure. Neither party will be liable for any failure in performance due to causes beyond that party's reasonable control (such as fire, explosion, power blackout, earthquake, flood, severe storms, strike, embargo, labor disputes, acts of civil or military authority, war, terrorism (including cyber terrorism), acts of God, acts or omissions of Internet traffic carriers, actions or omissions of regulatory or governmental bodies (including the passage of laws or regulations or other acts of government that impact the delivery of Online Services). This Section will not, however, apply to your payment obligations under this agreement.

n. Contracting authority. If you are an individual accepting these terms on behalf of an entity, you represent that you have the legal authority to enter into this agreement on that entity's behalf.

o. Additional Terms Applicable when the Customer is a U.S. Federal Agency.

(i) No provisions of any shrink-wrap or any click-through agreement (or other similar form of agreement) that may be provided in conjunction with any Product(s) acquired under this agreement shall apply in place of, or serve to modify any provision of this agreement, even if a user or authorized officer of Customer purports to have affirmatively accepted such shrink-wrap or click-through provisions. For the avoid of doubt and without limiting the foregoing, in the event of a conflict between any such shrink-wrap or click-through provisions (irrespective of the products or services that such provisions attach to) and any term or condition of this agreement, then the relevant term or condition of this agreement shall govern and supersede the purchase of such Product(s) to the extent of any such conflict. All acceptance of agreements and renewals shall be executed in writing.

(ii) If any document incorporated by reference into this agreement, including the Product Terms and Online Service Terms included and/or referenced or incorporated herein and/or therein, contains a provision (1) allowing for the automatic termination of your license rights or Online Services; (2) allowing for the automatic renewal of services and/or fees; (3) requiring the governing law to be anything other than Federal law; and/or (4) otherwise violates applicable Federal law, then, such terms shall not apply with respect to the Federal Government. If any document incorporated by reference into this agreement, including the Product Terms and Online Service Terms included and/or referenced or incorporated herein and/or therein contains an indemnification provision, such provision shall not apply as to the United States indemnifying Microsoft or any other party.

13. Definitions.

Any reference in this agreement to "day" will be a calendar day.

"Acceptable Use Policy" is set forth in the Online Services Terms.

"Affiliate" means any legal entity that a party owns, that owns a party, or that is under common ownership with a party.

"Ownership" means, for purposes of this definition, control of more than a 50% interest in an entity.

"Azure Government Services" means one or more of the services or features Microsoft makes available to Enrolled Affiliate under this Enrollment and identified at http://azure.microsoft.com/en-us/regions/#services, which are Government Community Cloud Services.

"CJI" means Criminal Justice Information, as defined in FBI CJIS Policy.

"CJIS Covered State" means a state, as shown at https://www.microsoft.com/en-us/TrustCenter/Compliance/CJIS or another site Microsoft may provide, with which Microsoft and the applicable state have entered into a CJIS State Agreement.

"CJIS Covered Service" means, for any state-specific CJIS Amendment, the Microsoft Online Services that are listed as such in that amendment, and for which Microsoft's CJIS representations apply.

"CJIS State Agreement" means an agreement between Microsoft and a Covered State's CSA (or another entity to which the CSA has delegated its duties) containing terms and conditions under which the Covered State and Microsoft will comply with the applicable requirements of the CJIS Policy. Each CJIS State Agreement is consistent with the applicable state-specific CJIS Amendment, and includes Microsoft CJIS Security Addendum Certifications. For clarity, a CJIS State Agreement may be titled "CJIS Information Agreement" or "CJIS Management Agreement."

"Community" means the community consisting of one or more of the following: (1) a Government, (2) a Customer using eligible Government Community Cloud Services to provide solutions to a Government or a qualified member of the Community, or (3) a Customer with Customer Data that is subject to Government regulations for which the Customer determines, and Microsoft agrees, that the use of Government Community Cloud Services is appropriate to meet the Customer's regulatory requirements. Membership in the Community is ultimately at Microsoft's discretion, which may vary by Government Community Cloud Service.

"Compliance Trust Center Page" means the compliance page of the Microsoft Trust Center, published by Microsoft at https://www.microsoft.com/en-us/TrustCenter/Compliance/default.aspx or a successor site Microsoft later identifies.

"Consumption Offering", "Commitment Offering", or "Limited Offering" describe categories of Subscription offers and are defined in Section 2.

"Covered Entity" means any State/Local Entity in a Covered State with which you maintain a contractual relationship whose use of CJIS Covered Services is subject to CJIS Policy.

"CSA" means, for each CJIS Covered State, that state's CJIS Systems Agency, as defined in FBI CJIS Policy.

"Customer Agreement" means the binding agreement between the Contractor and Customer under which Customer orders Products from the Contractor and the Contractor binds Customer to the terms of the this agreement.

"Customer Data" is defined in the Online Services Terms.

"End User" means any person you permit to access Customer Data hosted in the Online Services or otherwise use the Online Services. With respect to ITAR Covered Services, End User means an individual that accesses the ITAR Covered Services. With respect to IRS 1075 Covered Services, End User means an individual that accesses the IRS 1075 Covered Services.

"Federal Agency" means a bureau, office, agency, department or other entity of the United States Government.

"Fix" means a Product fix, modifications or enhancements, or their derivatives, that Microsoft either releases generally (such as Product service packs) or provides to Customer to address a specific issue.

"FTI" is defined as in IRS Publication 1075.

"Government" means a Federal Agency, State/Local Entity, or Tribal Entity acting in its governmental capacity.

"Government Community Cloud Services" means Microsoft Online Services that are provisioned in Microsoft's multi-tenant data centers for exclusive use by or for the Community and offered in accordance with the National Institute of Standards and Technology (NIST) Special Publication 800-145. Microsoft Online Services that are Government Community Cloud Services are designated as such in the Use Rights and Product Terms.

"IRS 1075 Covered Services" means Azure Government services listed as being in the scope for IRS 1075 at http://azure.microsoft.com/en-us/support/trust-center/compliance/irs1075/ or its successor site. Without limitation, IRS 1075 Covered Services do not include any other separately branded Online Services.

"IRS Publication 1075" means the Internal Revenue Services (IRS) Publication 1075 effective January 1, 2014, including updates (if any) released by the IRS during the term of the Enrollment.

"ITAR" means the International Traffic in Arms Regulations, found at 22 C.F.R. §§ 120 - 130.

"ITAR-controlled data" means Customer Data that is regulated by the ITAR as Defense Articles or Defense Services.

"ITAR Covered Services" means, solely with respect to this Amendment, the (i) Office 365 GCC High services; and (ii) Azure Government services, listed as being in the scope for the ITAR at https://www.microsoft.com/en-us/TrustCenter/Compliance/itar or its successor site.

"Microsoft Trust Center Compliance Page" is Microsoft's website accessible at https://www.microsoft.com/en-us/TrustCenter/Compliance/ or a successor upon which Microsoft provides information about how each of its Online Services complies with, and/or is certified under, various government and industry control standards.

"Licensing Site" means http://www.microsoft.com/licensing/contracts or a successor site.

"Non-Microsoft Product" is defined in the Online Services Terms.

"Office 365 Service Descriptions" means, collectively and solely for this Amendment, the Service Descriptions for Office 365 High, published by Microsoft at https://technet.microsoft.com/en-us/library/mt774581.aspx (for the product superset, Office 365 US Government) and https://technet.microsoft.com/en-us/library/mt774968.aspx (for the product subset, Office 365 GCC High), or at successor sites Microsoft later identifies.

"Office 365 US Government" means the Government Community Cloud Service described by the Office 365 Service Descriptions

"Office 365 GCC High" means the Government Community Cloud Service described by the Office 365 Service Descriptions.

"Online Services" means any of the Microsoft-hosted online services subscribed to by Customer under this agreement, including Government Community Cloud Services, Microsoft Dynamics Online Services, Office 365 Services, Microsoft Azure Services, or Microsoft Intune Online Services.

"Online Services Terms" means the additional terms that apply to Customer's use of Online Services published on the Licensing Site and updated from time to time.

"Previews" means preview, beta, or other pre-release version or feature of the Online Services or Software offered by Microsoft to obtain customer feedback.

"Product" means all products identified in the Product Terms, such as all Software, Online Services and other web-based services, including Previews.

“Product Terms” means the document that provides information about Microsoft Products and Professional Services available through volume licensing. The Product Terms document is published on the Licensing Site and is updated from time to time.

“SLA” means Service Level Agreement, which specifies the minimum service level for the Online Services and is published on the Licensing Site.

“State/Local Entity” means (1) any agency of a state or local government in the United States, or (2) any United States county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer’s state and located within Customer’s state’ jurisdiction and geographic boundaries.

“Software” means licensed copies of Microsoft software identified on the Product Terms. Software does not include Online Services, but Software may be a part of an Online Service.

“Subscription” means an enrollment for Online Services for a defined Term as established by your Reseller.

“Technical Data” has the meaning provided in 22 C.F.R. § 120.

“Term” means the duration of a Subscription (e.g., 30 days or 12 months).

“Tribal Entity” means a federally-recognized tribal entity performing tribal governmental functions and eligible for funding and services from the U.S. Department of Interior by virtue of its status as an Indian tribe.

“Use Rights” means the use rights or terms of service for each Product published on the Licensing Site and updated from time to time. The Use Rights supersede the terms of any end user license agreement that accompanies a Product. The Use Rights for Software are published by Microsoft in the Product Terms. The Use Rights for Online Services are published in the Online Services Terms.

ATTACHMENT 1

Internal Revenue Services

Federal Tax Information

Safeguarding Addendum

In performance of its obligations to deliver the IRS 1075 Covered Services under the Agreement, Microsoft agrees to comply with the requirements contained in Exhibit 7 (Safeguarding Contract Language for Technology Services) from IRS Publication 1075, as set forth below. For purposes of this Attachment 1, "contractor" refers to Microsoft, "agency" refers to Customer, and "contract" refers to the Agreement, inclusive of the Amendment.

I. PERFORMANCE

In performance of this contract, the contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

(1) All work will be performed under the supervision of contractor or the contractor's responsible employees.

(2) Any return or return information made available shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of this Addendum. Disclosure to anyone other than an officer or employee of the contractor will be prohibited.

(3) All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output will be given the same level of protection as required for the source material.

(4) The contractor certifies that the data processed during the performance of this contract will be completely purged from all data storage components of their computer facility, and no output will be retained by contractor at the time the work is completed. If immediate purging of all data storage components is not possible, contractor certifies that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized disclosures.

(5) Any spoilage or any intermediate hard copy printout that may result during the processing of IRS data will be given to the agency or his or her designee. When this is not possible, contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts, and will provide the agency or his or her designee with a statement containing the date of destruction, description of material destroyed, and the method used.

(6) All computer systems receiving, processing, storing, or transmitting FTI must meet the requirements defined in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to Federal Tax Information.

(7) No work involving Federal Tax Information furnished under this contract will be subcontracted without prior written approval of the IRS.

(8) The contractor will maintain a list of employees authorized access. Such list will be provided to the Company and, upon request, to the IRS reviewing office.

(9) The agency will have the right to void the contract if the contractor fails to provide the safeguards described above.

II. CRIMINAL/CIVIL SANCTIONS

(1) Each officer or employee of any person to whom returns or return information is or may be disclosed will be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as $5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized further disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than $1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRCs 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

(2) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract. Inspection by or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as $1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of $1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by IRC section 7213A and 7431.

(3) Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than $5,000.

(4) Granting a contractor access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, contractors must be advised of the provisions of IRCs 7431, 7213, and 7213A (see Exhibit 4, Sanctions for Unauthorized Disclosure, and Exhibit 5, Civil Damages for Unauthorized Disclosure). The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 10) For both the initial certification and the annual certification, the contractor must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

III. INSPECTION

The IRS and the Agency shall have the right to send its officers and employees into the offices and plants of the contractor for inspection of the facilities and operations provided for the performance of any work under this contract. On the basis of such inspection, specific measures may be required in cases where the contractor is found to be noncompliant with contract safeguards.

COUNTY OF MARIPOSA	CONTRACTOR
_____ Miles Menetrey, Chair Board of Supervisors	_____ David Baquerizo, Senior Account Manager
COUNTERSIGNED: *(Government Code §25103)*	APPROVED AS TO FORM:
_____ Danielle Bondshu Clerk of the Board	_____ Steven W. Dahlem County Counsel

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: June 20, 2023

TO: The Board of Supervisors

FROM: Danielle Bondshu, Clerk of the Board

RE: Department Head Signed Agreements

RECOMMENDATION AND JUSTIFICATION

Department Head Signed Agreements

Receive the List of Agreements Entered into the Mariposa County Department Heads (Assistant Purchasing Agents) Pursuant to County Code CHapter 3.08 Entered Into, Received and Processed in June of 2023.
Per Resolution 05-400, the Board is to receive a monthly informational item with a synopsis of agreements entered into for that particular month.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board receives a synopsis of Department Head Executed Agreements each month.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

The Board will be unaware of the contracts that the Department Heads have authorized as Assistant Purchasing Agents.

FINANCIAL IMPACT

ATTACHMENTS

1. **Department Head Approved Agreements 6-20-23**

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District I Supervisor Rosemarie Smallcombe
SECONDER:	District II Supervisor Shannon Poe
AYES:	District II Supervisor Poe, District I Supervisor Smallcombe, District IV Supervisor Forsythe, District V Supervisor Menetrey, District III Supervisor Toso
ABSTAIN:	None

Department Head Approved Agrement

Board Agenda Item for June 20th 2023

Contractor	Amount	Term	Service	Department
Mountain Crisis Scope of Services	$7,767	1/1/24 to 12/31/24	Vertical Prosecution Grant Application	DA/VW
35A District Agricultural	$300	9/1/23 to 9/4/23	Booth Rental	HHSA
35A District Agricultural (B)	$300	9/1/23 to 9/4/23	Booth Rental	HHSA
R. Hambleton Electric	$7,000	4/1/23 to 6/30/23	Service, Electric, Intallation of Pole	HHSA
Language Line Services	$15,000	7/1/23 to 6/30/24	Interpretation of Languages	HHSA
Michael B. Jones PhD	$11,000	7/1/23 to 6/30/24	Counseling for Minors	HHSA
Mountain Fitness	$20,000	7/1/23 to 6/30/24	Physical Fitness Senior Exercise Program	HHSA
Ray Kapahi, Dba Enviromental Permitting Specialists	$20,000	7/1/23 to 6/30/24	Consultation & Enviromantal Permitting	HHSA
Jon Wurl	$3,800	4/26/23 to 6/30/23	Literacy Grant Computer Workshop	Library
S&S Electric	$2,040	6/8/23 to 6/30/23	Electrical Work at Tax Collector's Office	PW
S&S Electric	$8,100	6/1/23 to 6/30/23	Electrical Work at Auditor's Office	PW
47th Place Carpet One	$4,000	5/15/23 to 6/30/23	Carpet Installation at Greeley Hill Community Center	PW
SGI Avalon Transport	$20,000	3/23/23 to 3/22/24	In Custody Transportations	SO
Bar Psychology	$10,000	7/1/23 to 6/30/24	Psychological Evaluations	SO
Castech Pest Service	$10,000	7/1/23 to 6/30/24	Pest Control Services	SO
DL Weiland Construction	$20,000	7/1/23 to 6/30/24	General Construction	SO
Adlerhorst International	$8,000	7/1/23 to 6/30/24	K-9 Training	SO
Maverick Data Systems	$2,750	7/1/23 to 6/30/24	Warrant Writing Software Subscription	SO
Mariposa Equine	$10,000	7/1/23 to 6/30/24	Veterinary Services	SO

Merced Alarm Company	$588	4/1/23 to 3/31/24	Alarm System	SO
E&J Elite Plumbing, Inc	$20,000	7/1/23 to 6/30/24	Plumbing Services	SO
APA= Assistant Purchasing Agent (Department Head)				

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: June 20, 2023

TO: The Board of Supervisors

FROM: Danielle Bondshu, Clerk of the Board

RE: CAO (Purchasing Agent) Signed Agreements

RECOMMENDATION AND JUSTIFICATION

CAO (Purchasing Agent) Signed Agreements.

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 2023. Per Resolution 05-400, the Board is to receive a monthly information item with a synopsis of agreements entered into for that particular month.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board receives a synopsis of CAO Executed Agreements each month.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

The Board will be unaware of the contracts that the CAO has authorized.

FINANCIAL IMPACT

None

ATTACHMENTS

1. **CAO approved agreements 6-20-23**

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District I Supervisor Rosemarie Smallcombe
SECONDER:	District II Supervisor Shannon Poe
AYES:	District II Supervisor Poe, District I Supervisor Smallcombe, District IV Supervisor Forsythe, District V Supervisor Menetrey, District III Supervisor Toso
ABSTAIN:	None

BOARD REPORT ON CAO EXECUTED CONTRACTS

Board Agenda Item for June 20th, 2023

Contractor	**Amount**	**Term**	**Service**	**Department**
Bravo STAR Program	**$2,000**	5/4/23 to 5/4/23	Employee BBQ	COB/BOS
Wagner Jones Helsley PC	$60,000	5/16/23 to 5/16/26	Legal Representation of County Riggs Lawsuit	CoCo
ComEngage, LLC	$3,500	1/1/23 to 12/31/23	Service - Survey (Data Collection)	HHSA
Mother Lode Job Training	$48,368	7/1/23 to 6/30/24	Service Employment, Job Placement	HHSA
Bradley Norland PhD	$40,000	7/1/22 to 6/30/23	Professional Service Evaluation, Psychological	HHSA
R. Hambleton Electric	$59,000	5/1/23 to 12/31/23	Electrician Installation & Services	HHSA
Mariposa Sign and Print	$52,000	9/1/22 to 6/30/23	Marketing	HHSA
Mother Lode Job Training	$30,000	7/1/23 to 6/30/24	CalWORKs	HHSA
Evergreen Solutions, LLC	$38,500	6/1/23 to 9/30/23	Countywide Compensation Study	HR
VMWare Support Renewal	$4,389	5/23/23 to 5/22/24	VMWare Support Renewal	IT
Thomas M. McHugh	$14,949	7/1/23 to 6/30/24	Lease Agreement 10549 Fiske Rd, Coulterville	SO
William Freeman	$33,840	7/1/23 to 6/30/24	Rental of the ACO Building	SO
TracNet	$58,214	7/1/23 to 6/30/24	Software Product License Agreement	SO
Steve Wells	$25,200	7/1/23 to 6/30/24	Rental of the OES Building	SO

APA= Assistant Purchasing Agent (Department Head)

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING:	June 20, 2023
TO:	The Board of Supervisors
FROM:	Danielle Bondshu, Clerk of the Board
RE:	Accept Resignation of Sean Land on the Behavioral Health Board (BHB), and Recognize His Service

---

RECOMMENDATION AND JUSTIFICATION

Accept Resignation of Sean Land on the Behavioral Health Board (BHB) and Recognize His Service.

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

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board has recognized resigning committee members in the past.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

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

FINANCIAL IMPACT

None

ATTACHMENTS

None

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District I Supervisor Rosemarie Smallcombe
SECONDER:	District II Supervisor Shannon Poe
AYES:	District II Supervisor Poe, District I Supervisor Smallcombe, District IV Supervisor Forsythe, District V Supervisor Menetrey, District III Supervisor Toso
ABSTAIN:	None

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-326

MEETING: June 20, 2023

TO: The Board of Supervisors

FROM: Walter Wall, District Attorney

RE: Approve the Submittal of Violence Against Women Vertical Prosecution Grant Proposal to Support Prosecution Efforts and Victim Services in the Amount of $270,060; and Authorize the Board of Supervisors Chair and District Attorney to Sign the Grant Proposal

---

RECOMMENDATION AND JUSTIFICATION

Approve the Submittal of Violence Against Women Vertical Prosecution Grant Proposal to Support Prosecution Efforts and Victim Services in the Amount of $270,060; and Authorize the Board of Supervisors Chair and District Attorney to Sign the Grant Proposal.

The grant is administered through the State of California Office of Emergency Services (Cal OES) in the amount of $202,545, with a cash match of $67,515. The cash match is provided by the salary of an incumbent Deputy District Attorney assigned to this grant program. The VV Grant Program is set to commence from January 01, 2024 through December 31, 2024, and provides the District Attorney's Office and Mariposa Mountain Crisis Services with the ability to collaborate to provide services to victims of domestic violence, sexual assault, dating violence, and stalking.

This grant program would help fund the District Attorney Investigator at 25%, 80% Victim Witness Advocate and offset the salary of the District Attorney (50%). Additionally, we would contract with Mountain Crisis Services and support the partial (15%) salary of the Legal Advocate, along with training in the prevention of domestic violence, sexual assault, dating violence, and stalking crimes. The grant funding would also support emergency expenses related to the aftermath of a crime.

If awarded, the VV Program would be supported by a five-year grant cycle, in which recipients are required to reapply each year.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Mariposa County District Attorney's Office was awarded this same grant in previous years, with the first year being 2013 (Res- 2013-124). The following years, the grant application was approved by the Board in the following resolutions: Res- 2014-254, Res- 2015-294, Res-2016-298, Res 2016-419; Res 2017-674.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If the Board of Supervisors were to not approve the District Attorney's Domestic Violence Vertical Prosecution Grant Proposal. This would limit the provision of services for domestic violence, sexual assault, dating violence and stalking victims in Mariposa County.

FINANCIAL IMPACT

No financial impact on the general fund. If awarded, the grant would offset the general fund for the District Attorney and Investigator.

ATTACHMENTS

1. **2023-24 Violence Against Women Vertical Prosecution (VV) Program RFP**
2. **Scan of RFP- Mariposa County Violence Against Women Vertical Prosecution (VV) Grant Proposal- 2024**

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District I Supervisor Rosemarie Smallcombe
SECONDER:	District II Supervisor Shannon Poe
AYES:	District II Supervisor Poe, District I Supervisor Smallcombe, District IV Supervisor Forsythe, District V Supervisor Menetrey, District III Supervisor Toso
ABSTAIN:	None

GAVIN NEWSOM
GOVERNOR

NANCY WARD
DIRECTOR

REQUEST FOR PROPOSAL

The California Governor's Office of Emergency Services (Cal OES), Victim Services (VS) Branch, is soliciting proposals for the following program:

VIOLENCE AGAINST WOMEN VERTICAL PROSECUTION (VV) PROGRAM

Release Date: April 17, 2023

This Request for Proposal (RFP) provides detailed information and forms necessary to prepare a proposal for Cal OES grant funds. The terms and conditions of this RFP supersede previous RFPs and conflicting provisions stated in the *Subrecipient Handbook (SRH)*.

PROGRAM SYNOPSIS

Description:
The purpose of the Program is to improve the criminal justice system's processing of violent crimes against women through a coordinated, multi-disciplinary, prosecutorial response including specialized units with a highly qualified prosecutor and victim advocate.

Eligibility:
Eligible Applicants must be a California city or county prosecuting office, or a tribal prosecuting entity in California.

Grant Subaward Performance Period:
January 1, 2024, through December 31, 2024

Available Funding:
Individual Applicants may request up to $202,545.

Submission Deadline:
July 14, 2023

VIOLENCE AGAINST WOMEN VERTICAL PROSECUTION (VV) PROGRAM RFP

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VIOLENCE AGAINST WOMEN VERTICAL PROSECUTION (VV) PROGRAM RFP

PART I – OVERVIEW

A. PUBLIC RECORDS ACT NOTICE
B. CONTACT INFORMATION
C. SUBMISSION DEADLINE AND REQUIREMENTS
D. ELIGIBILITY
E. GRANT SUBAWARD PERFORMANCE PERIOD
F. FUNDING INFORMATION
G. PROGRAMMATIC INFORMATION

A. PUBLIC RECORDS ACT NOTICE

Proposals 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 proposal. If you believe that any of the information you are putting on this proposal is exempt from the Public Records Act, please indicate what portions of the proposal 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.

B. CONTACT INFORMATION

Questions concerning this RFP, the proposal process, or programmatic issues must be submitted in writing by email to:

Juliya Star, Program Specialist
Juliya.Star@caloes.ca.gov

Cal OES staff cannot assist the Applicant with the actual preparation of their proposal. Cal OES can only respond to technical questions about the RFP during the period of time between the publication date and completion of the RFP process.

C. SUBMISSION DEADLINE AND REQUIREMENTS

Proposals must be emailed to VSapplications@caloes.ca.gov and received by **11:59 pm on Friday, July 14, 2023**. Proposals must be attached as a **single** document (e.g., PDF) and contain the forms outlined in Part II - RFP Instructions. Cal OES cannot access proposals through cloud-based storage services (e.g., Google Drive, Dropbox, etc.). Emails should identify the name of the RFP in the Subject line.

D. ELIGIBILITY

1. Eligibility to Compete for Funding

For a proposal to be eligible to compete for funding (i.e., read and rated) all the following conditions must be met:

- Applicants must be a California city or county prosecuting office, or a tribal prosecuting entity in California.
- The proposal must be submitted per the instructions in Part I, Subpart C.

Please Note: proposals that do not meet the above requirements will be disqualified (i.e., ineligible) and not read and rated.

2. Eligibility for Funding Consideration

For a proposal to be considered it must receive a minimum score of 50% of available points on the Rating Sheet (Part IV).

Only one proposal per Applicant will be eligible to receive funding. If an Applicant submits more than one proposal, only the highest scoring proposal, meeting the criteria above, will be considered for funding.

3. Eligibility to Receive Funding

If selected, all of the following must be completed within 60 days of receiving the Intent to Fund letter to be eligible to receive funding, Applicants:

- Must have a Unique Entity Identifier (Unique Entity ID) registered in the federal System for Award Management (SAM). Applicants who do not currently have a Unique Entity ID will need to register at SAM.gov to obtain one.
- Must **not** have an exclusion record in the SAM by the beginning of the Program Grant Subaward performance period. An exclusion record in the SAM indicates that a contractor (agency) is listed in the (federal) government-wide system for debarment and suspension. An agency that is debarred or suspended is excluded from activities involving federal financial and nonfinancial assistance and benefits. Check SAM status.

E. GRANT SUBAWARD PERFORMANCE PERIOD

The Grant Subaward performance period is January 1, 2024, through December 31, 2024. Successful Subrecipients will be eligible for a non-competitive reapplication for four consecutive years, contingent upon successful program performance and availability of funds.

F. FUNDING INFORMATION

There is $2,025,450 available for the Program for the Grant Subaward performance period. Funding is contingent upon availability of funds and passage of the 2023-24 State Budget Act.

1. Funding Amount

Applicants may apply for up to $202,545, for the 12-month Grant Subaward performance period.

Please see the chart for the breakdown of the fund sources (by four-character code) and match.

2022 STOP	2022 STOP MATCH	2023 STOP	2023 STOP MATCH	TOTAL PROJECT COST
$48,710	$16,237	$153,835	$51,278	$270,060

2. Funding Source(s)

Detailed information on all VS Branch federal fund sources can be found in the VS Branch Federal Fund Information Guide. Applicants are **strongly encouraged** to review this document to familiarize themselves with the requirements for all fund sources that support this Program.

The Program is supported through the following fund:

Services*Training*Officers*Prosecutors (STOP) Violence Against Women Formula Grant Program

- Promotes the development and the implementation of effective, victim-centered law enforcement, prosecution, and court strategies to address violent crimes against women and the development and enhancement of victim services in cases involving violent crimes against women.

- Requires a cash or in-kind match equal to 25 percent of the total project cost. Tribes and victim service providers are exempt.

- Cal OES's four-character code for this federal fund is STOP. This code will be in the drop-down on the Grant Subaward Face Sheet (Cal OES Form 2-101).

G. PROGRAMMATIC INFORMATION

1. Background Information/Program Description

Vertical prosecution is shown to improve conviction rates, reduce victim/survivor trauma, and provide more consistent and appropriate sentencing. The specialized unit shall consist of a highly qualified prosecutor and victim advocate but may also fund an investigator. Subrecipients must concentrate prosecutorial efforts and resources on defendants who are charged with crimes of domestic violence, dating violence, sexual assault, and/or stalking.

The purpose of the Program is to improve the criminal justice system's processing of violent crimes against women through a coordinated, multi-disciplinary, prosecutorial response including specialized units with a highly qualified prosecutor and victim advocate.

2. Programmatic Components

a. Vertical Prosecution

Vertical prosecution is when a prosecutor is assigned to a case from the initial filing of charges through the penalty phase. Subrecipients must assign at least one full-time equivalent (FTE) prosecutor to the unit. Subrecipients with a service area population of 74,999 or below may fund a 0.5 FTE prosecutor. To allow for the realities of case management, such as scheduling conflicts and illness, specialized units may utilize three methods of vertical prosecution:

- True Vertical Prosecution

  The principal prosecutor files the charges or makes the first appearance, for defendants who meet the necessary criteria for vertical prosecution and attends all subsequent court appearances through the sentencing stage.

- Major Stage Vertical Prosecution

  The principal prosecutor files the charges or makes the first appearance, for defendants who meet the necessary criteria for vertical prosecution, and is present for all significant appearances, such as: preliminary hearing, trial, sentencing, contested motions affecting bail, admissibility of evidence, dismissal of charges, change of venue, motions to sever or consolidate, discovery, set aside the verdict, or motions concerning search warrants.

- Unit Vertical Prosecution

  The principal prosecutor who files the charges or makes the first court appearance, for defendants who meet the necessary criteria for vertical prosecution, is assisted by no more than one other unit prosecutor. This back-up prosecutor must be designated for the entire Grant Subaward performance period. Assistance is determined by extraordinary circumstances such as: court conflicts, court calendar conflicts, geographic location of hearings, illness, or absence due to unavoidable circumstances.

b. Victim Advocacy

Victim advocacy plays an integral part of breaking the cycle of violence. Subrecipients must commit a minimum of a .5 FTE victim advocate to the unit.

- Advocates must provide crisis intervention, court accompaniment, resource and referral assistance, criminal justice system orientation, and victim compensation claim assistance.

- Advocates must promptly contact victims/survivors following the assignment of the case. Advocates must make several attempts to contact hard-to-reach victims/survivors.

- Victim advocacy may be accomplished through an Operational Agreement with a Cal OES-funded Domestic Violence Assistance Program, Rape Crisis Program, and/or Victim Witness Assistance Program.

c. Highly Qualified Staff

Subrecipients will be required to assign highly qualified staff to the vertical prosecution unit for the duration of the Grant Subaward performance period.

- Attorneys must have a minimum of two years' experience in the prosecution of felony cases, and City Attorneys must have a minimum of two years' experience in the prosecution of misdemeanor cases involving domestic violence, dating violence, sexual assault, and/or stalking. Assigned prosecutors must enroll and complete the California District Attorneys Association Cal OES-sponsored training on domestic violence, dating violence, sexual assault, and/or stalking during the Grant Subaward performance period.

- Victim Advocates must meet the requirement as defined by §1035-1036.2 for sexual assault counselor and/or §1037-1037.7 for domestic violence counselor. A Victim Witness Advocate must have a minimum of two years' experience assisting victims/survivors of domestic violence, dating violence, sexual assault, and/or stalking and have completed the California Crime Victim Assistance Association Cal OES-sponsored 40-hour Entry Level Advocate Training.

d. Community Coordination

Subrecipient staff must attend regularly scheduled, jurisdictional multi-disciplinary task force and/or service provider committee meetings, that focus on the crime type(s) assigned for vertical prosecution. If a Subrecipient is in a county that does not have an existing multi-disciplinary task force and/or committee, Subrecipient staff must work to develop those community partnerships and establish regular meetings.

e. Required Policies

Subrecipients shall adopt and pursue the following policies:

- All reasonable prosecutorial efforts will be made to resist pre-trial release of a charged defendant.

- All reasonable prosecutorial efforts will be made to reduce the time between arrest and disposition of the case.

- All prosecutors, advocates, and investigators funded, in full or in part by this grant, will maintain a reduced caseload.

f. Assistance with California Victim Compensation Board Claims

Subrecipients are strongly encouraged to assist victims/survivors with applying for compensation benefits through the California Victim Compensation Board. Activities may include:

- Advising of the availability of such benefits.
- Assisting with application forms and understanding procedures.
- Obtaining necessary documentation to support the claim.
- Monitoring claim status.

Subrecipients are also strongly encouraged to allocate funds for tablets or mobile communication devices and cellular service to swiftly facilitate the on-line application process in the office or in the field.

g. Victims of Crime Resource Center

Subrecipients are strongly encouraged to utilize the California Victims Legal Resource Center (VLRC) when assisting victims/survivors.

At the VLRC, Pacific McGeorge School of Law students and attorneys provide victims/survivors, their families, and service providers with information about victims' legal rights in the criminal and civil justice systems and provide tailored resource referrals. Upon request, the VLRC provides publications on victims' rights, legal research on victims' rights to service providers, and educational presentations.

Services are free and can be accessed through the VLRC's confidential, toll-free hotline: 1-800-VICTIMS (842-8467), or through the www.1800victims.org website.

3. Reporting Requirements

Progress Reports serve as a record for the implementation of the Grant Subaward. Statistics for Progress Reports must be collected on a

quarterly basis, even when reporting occurs less frequently. The following reports are required:

a. Cal OES Progress Reports

There are two Progress Reports required for the Program. See the chart below for report periods and due dates.

Report	Report Period	Due Date
1st Report	January 1, 2024 – June 30, 2024	July 31, 2024
Final Report	July 1, 2024 – December 31, 2024	January 31, 2025

b. Office on Violence Against Women (OVW) Report

Subrecipients receiving STOP Violence Against Women Formula Grant Program funds must complete the Annual Progress Report for the STOP Violence Against Women Formula Grant Program. This report covers the calendar year period of January 1 through December 31. This report is due to Cal OES no later than January 31, 2025.

A. SUBRECIPIENT HANDBOOK
B. PROPOSAL FORMS
C. ADDITIONAL DOCUMENTS
D. BUDGET POLICIES
E. ADMINISTRATIVE REQUIREMENTS

A. SUBRECIPIENT HANDBOOK

Applicants are strongly encouraged to review the *SRH*. The *SRH* outlines the terms and conditions that apply to Cal OES VS Branch Grant Subawards and provides helpful information for developing a proposal, including a Glossary of Terms.

B. PROPOSAL FORMS

Applicants must use the forms provided on our website. The forms must be printed on plain white 8½" x 11" paper and single sided. **Applicants may not alter the formatting of any forms, including the Grant Subaward Programmatic Narrative (Cal OES Form 2-108) – with a revision date of 4/2021 or later – and the Grant Subaward Budget Narrative (Cal OES Form 2-107) – with a revision date of 4/2021 or later. Using older versions of these forms may result in a reduction of points during the rating process.**

Additionally, tables and charts will be redacted, not read and rated, and will count against the total text that can be read. Including tables and charts may result in a reduction of points during the rating process.

If a space limitation is specified under the Programmatic Narrative section, strict adherence to the space limitation is required. **Information included beyond the space limitation and/or unrequested attachments will not be considered in the rating process**.

Applicants must complete and submit all required forms. **Required forms for this Program are identified on the Checklist in Part V.** All forms have written instructions. If a form requires a Grant Subaward number, leave this information blank. General information regarding each form is below.

1. Grant Subaward Face Sheet (Cal OES Form 2-101)

   This form is the title page of the Grant Subaward that is signed by the Official Designee *(SRH Section 3.030)* and the Cal OES Director (or designee). **This form is always required.**

2. Grant Subaward Contact Information (Cal OES Form 2-102)

   This form provides Cal OES with contact information for all relevant Subrecipient personnel. Information for each individual should be direct contact information. **This form is always required.**

3. Grant Subaward Signature Authorization (Cal OES Form 2-103)

   This form provides Cal OES with signatures of authorized signers and who they authorize to sign on their behalf for all Grant Subaward-related matters. **This form is always required.**

4. Grant Subaward Certification of Assurance of Compliance (Cal OES Form 2-104)

   This form is a binding affirmation that the Subrecipient will comply with the following regulations and restrictions:

   - State and federal civil rights laws
   - Drug Free Workplace
   - California Environmental Quality Act
   - Federal grant fund requirements
   - Lobbying restrictions
   - Debarment and Suspension requirements
   - Proof of Authority documentation from the city council/governing board

   This form is always required.

5. Grant Subaward Budget Pages (Cal OES Form 2-106a-b)

   These forms demonstrate how the Applicant will implement the proposed plan with the funds available through this Program. This is the basis for management, fiscal review, and audit. **Grant Subaward Budget Pages (Cal OES Form 2-106a-b) are subject to Cal OES modifications and approval.** Failure of the Applicant to include required items does not eliminate responsibility to comply with those

requirements during the implementation of the Grant Subaward**. One of these forms is always required.**

The Grant Subaward Budget Pages (Cal OES Form 2-106a-b) automatically calculate the subtotal at the end of each budget category and provide the total of the three spreadsheets at the bottom of the Equipment Costs page. Applicants may add additional columns to the Grant Subaward Budget Pages (Cal OES Form 2-106a-b) when necessary.

Cal OES requires the Applicant to develop a line-item budget that includes a **calculation and justification in the left column for all costs.**

The Grant Subaward Budget Pages (Cal OES Form 2-106a-b) must:

- Cover the entire Grant Subaward performance period.
- Include costs related to the objectives and activities of the Grant Subaward.
- Strict adherence to required and prohibited expenses.
- Include costs in the correct category (i.e., Personnel Costs, Operating Costs, and Equipment Costs – see below).

Include ***only*** those items covered by Grant Subaward funds, including match funds, when applicable. Applicants may supplement Grant Subaward funds with funds from other sources. However, since approved line items are subject to audit, Applicants should not include matching funds (if applicable) in excess of the required match on the Grant Subaward Budget Pages (Cal OES Form 2-106a-b).

a. Personnel Costs – Salaries/Employee Benefits

1) Salaries

Personnel includes Grant Subaward services performed by Grant Subaward staff **directly employed by the Applicant** (not a contract or Participating Agency) and must be identified by position, cost and time spent on allowable activities for the Grant Subaward (e.g., Clerical Staff @ $20/hour x 980 hours; or Victim Advocate @ $1,500/month x

12 months x .50 FTE). Personnel may be salaried or hourly, full-time or part-time positions. Sick leave, vacation, holidays, overtime, and shift differentials must also be allocated as a part of salaries. If the Applicant's personnel have accrued sick leave or vacation time prior to the approval of the Grant Subaward, they may not take time off using Grant Subaward funds.

2) Benefits

Employee benefits must be identified by type and include a calculation. The Applicant may use fixed percentages of salaries to calculate benefits. Allocated benefits cannot exceed those already established by the Applicant.

Employer contributions or expenses for social security, employee life and health insurance plans, unemployment insurance, and/or pension plans are allowable. Benefits, such as uniforms or California Bar Association dues, are allowable if negotiated as a part of an employee benefit package.

A line item is required for each different position/classification, but not for each individual employee. If several people will be employed full-time or part-time in the same position/classification, provide the number of full-time equivalents (e.g., three half-time clerical personnel should be itemized as 1.5 FTE clerical positions).

Additional information on Personnel Expenses can be found in *SRH Part 3*.

b. Operating Costs

Operating costs are defined as necessary expenditures other than personnel salaries, benefits, and equipment. The costs must be Grant Subaward-related (i.e., to further the Program objectives as defined in the Grant Subaward) and be encumbered during the Grant Subaward performance period.

Examples of common operating costs include, but are not limited to:

- Audit costs (SRH Section 14.035)
- Computers with an acquisition cost of $4,999 or less
- Computer equipment rentals
- Consultant services (SRH Section 6.050)
- Equipment service and maintenance agreements
- Financial Assistance for clients (SRH Section 4.040)
- Furniture and office equipment ($4,999 or less)
- Indirect costs (SRH Section 4.045)
- Insurance (e.g., vehicle, fire, bonding, theft, and liability)
- Internet access
- Office supplies
- Office rental space (SRH Section 4.055)
- Postage
- Printing
- Second-Tier Subawards (SRH Section 7.010)
- Software
- Training materials
- Travel and per diem (SRH Section 4.065)
- Utilities
- Vehicle maintenance

Additional information on Operating Expenses can be found in *SRH Part 4*.

c. Equipment Costs

Equipment is defined as nonexpendable tangible personal property having a useful life of more than one year and a cost of $5,000 or more per unit (excluding tax).

A line item is required for different types of equipment, but not for each specific piece of equipment (e.g., three copy machines must be one line item, not three).

Additional information on Equipment Costs can be found in *SRH Part 5*.

6. Grant Subaward Budget Narrative (Cal OES Form 2-107) – Maximum Two Pages

This form should describe the following:

- How the line items on the Grant Subaward Budget Pages (Cal OES Form 2-106a-b) support program objectives and activities.
- How funds are allocated to minimize administrative costs and support direct services.
- How shared costs are allocated.
- How Grant Subaward-funded staff duties and time commitments support the proposed program objectives and activities.
- Need for mid-year salary range adjustments.

This form is always required.

7. Grant Subaward Programmatic Narrative (Cal OES Form 2-108)

   This form is the main body of information describing the problem to be addressed, the plan to address the identified problem through appropriate and achievable objectives and activities, and the ability of the Applicant to implement the proposed plan. **This form is always required.**

   a. Problem Statement – Maximum Two Pages

      In narrative form, address the following:

      1) The service area including size, population, and demographics.

      2) The challenges in implementing vertical prosecution in the Applicant's service area.

      3) The victim/survivor benefits attributed to the implementation of vertical prosecution.

   b. Plan – Maximum Four Pages

      In narrative form, address the following:

      1) The screening criteria that will be utilized for the assignment of cases to the unit, the victim/survivor referral process to the assigned advocate, and the source of the referral(s).

2) The rationale that will be utilized to determine and track case assignments for each of the following methods of vertical prosecution: True Vertical Prosecution, Major Stage Prosecution, and/or Unit Vertical Prosecution.

3) The elements of the Community Coordination plan. Include location and frequency of multi-disciplinary task force and/or committee meetings, and community partnership development efforts scheduled during the Grant Subaward performance period.

4) The plan to ensure all victims/survivors are provided with either direct services or referrals to appropriate victim service providers.

5) The protocol implemented when there is a change of venue of vertical prosecution cases to another jurisdiction.

6) How the Applicant plans to sustain vertical prosecution activities beyond the Grant Subaward funding cycle.

c. Capabilities – Maximum Three Pages

In narrative form, address the following:

1) The Applicant's ability to improve the criminal justice system's processing of violent crimes against women through a coordinated, multi-disciplinary, prosecutorial response including specialized units with a highly qualified prosecutor and victim advocate.

2) The Applicant's expertise in vertical prosecution of defendants charged with crimes of domestic violence, dating violence, sexual assault, and/or stalking.

3) The Applicant's expertise/capabilities in implementing the three methods of vertical prosecution. Indicate and explain the anticipated percentage of cases prosecuted via True Vertical Prosecution, Major Stage Vertical Prosecution, and Unit Vertical Prosecution.

4) The Applicant's policies/procedures for implementing vertical prosecution.

8. Federal Fund Grant Subaward Assurances (Cal OES Forms 2-109a-g)

   These forms list all the assurances and are a binding affirmation that Subrecipients will comply with the assurances to receive a federal fund source. Subrecipients may be asked to sign and submit one or more Federal Fund Grant Subaward Assurances (Cal OES Form 2-109a-g).

   Every year, Cal OES updates the Federal Fund Grant Subaward Assurances (Cal OES Form 2-104a-g) to ensure that any new assurances placed upon the federal award are passed down to Subrecipients. Subrecipients will be notified if this change is needed.

   This form is required for the applicable federal fund source(s) included in the Grant Subaward.

9. Petty Cash Victim Fund Certification (Cal OES Form 2-153)

   A Petty Cash Victim Fund is a small amount of discretionary funds, in the form of cash, used for disbursements for unforeseen financial intervention paid directly to the victim/survivor. Subrecipients providing direct victim services may budget up to two percent of the total Grant Subaward cost for petty cash.

   This form identifies the procedures to maintain safeguards and accountability of these funds. **This form is required only if the Applicant proposes to have a line item on their Grant Subaward Budget Pages (Cal OES Form 2-106a-b) that meets the definition of Petty Cash in *SRH Section 4.040*.**

10. Grant Subaward Service Area Information (Cal OES Form 2-154)

    This form identifies the counties, cities, and congressional districts served by the Grant Subaward. **This form is always required.**

11. Volunteer Waiver Request (Cal OES Form 2-155)

    This form provides information to support a request to waive a volunteer requirement per Part I of this RFA. **This form is only required if the Program requires volunteers, and the Applicant wants to request a waiver.**

12. Non-Competitive Procurement Request (Cal OES Form 2-156)

    A Non-competitive procurement transaction is a purchase of property/goods or services, where only a single source that can provide the services or goods is afforded the opportunity to offer a price for the specified services or goods. See *SRH Section 6.045* for additional information.

    This form provides information to support a request for approval of a non-competitive procurement. **This form is only required if the Applicant proposes to have a line item on their Grant Subaward Budget Pages (Cal OES Form 2-106a or b) that meets the definition of a non-competitive procurement in *SRH Section 6.045*.**

13. Out-of-State Travel Request (Cal OES Form 2-158)

    This form provides information to support a request for out-of-state travel. **This form is only required if the Applicant proposes to have a line item on their Grant Subaward Budget Pages (Cal OES Form 2-106a or b) for out-of-state travel.**

14. Independent Contractor/Consultant Rate Exemption Request (Cal OES Form 2-164)

    The maximum rate for an independent contractor/consultant is $650 per eight-hour day or $81.25 per hour per *SRH Section 6.050*.

    This form provides information to support a request for approval of an exemption to the maximum rate. **This form is only required if the Applicant proposes to have a line item on their Grant Subaward Budget Pages (Cal OES Form 2-106a or b) for an independent contractor above the maximum rate.**

15. Lodging Rate Exemption Request (Cal OES Form 2-165)

    This form provides information to support a request for approval of an exemption to the maximum lodging rate per SRH Section 4.070. **This form is only required if the Applicant proposes to have a line item on their Grant Subaward Budget Pages (Cal OES Form 2-106a or b) with lodging above the maximum rate.**

16. Subrecipient Grants Management Assessment

    Per title 2 CFR § 200.331, Cal OES is required to evaluate the risk of noncompliance with federal statutes, regulations, and terms and conditions posed by each Subrecipient of pass-through funding. The assessment is made in order to determine and provide an appropriate level of technical assistance, training, and oversight to Subrecipients. **This form is always required.**

17. Payee Data Record (STD 204)

    This form provides information for income tax reporting and to ensure tax compliance with federal and state laws. **This form is only required if the Applicant has not previously received a Grant Subaward from Cal OES.**

C. ADDITIONAL DOCUMENTS

Applicants may be required to submit additional documents. **Required documents for this Program are identified on the Checklist in Part IV.** General information regarding each document is below:

1. Indirect Cost Rate Agreement

   The Indirect Cost Rate Agreement documents the agreed upon indirect cost rate negotiated between the federal government and an organization. Subrecipients with a negotiated indirect cost rate must provide a copy of the agreement with their proposal if indirect costs are included in the budget.

2. Letter of Certification

   The Letter of Certification is written confirmation verifying information specific to the Applicant's organization. **This document may or may not be required. If required information will be included in Part I, Subpart D.**

3. Organizational Chart

   The Organizational Chart should clearly depict the structure of the Applicant's organization and the specific unit within the organization responsible for the implementation of the Grant Subaward. This chart should also depict supporting units within the organization (e.g., the

Accounting Unit) and the lines of authority within the organization. Job titles on the Organizational Chart must match those on the Grant Subaward Budget Pages (Cal OES Form 2-106a or b) and Grant Subaward Budget Narrative (Cal OES 2-107). **This document may or may not be required.**

4. Operational Agreements

An OA is a formal agreement, without the exchange of money, between an implementing agency and one or more participating agencies (*SRH Section 7.005*). **This document may or may not be required. If required, information will be included in Part I, Subpart G.**

D. BUDGET POLICIES

The following sections of the *SRH* may be helpful in developing the Grant Subaward Budget Pages (Cal OES 2-106a) and Grant Subaward Budget Narrative (Cal OES 2-107):

- Additional Rental Space *(SRH Section 4.055)*
- Audit Costs *(SRH Section 14.055*
- Automobiles (*SRH Section 5.020*)
- Contracting and Procurements Requirements *(SRH Part 6)*
- Equipment and Equipment Costs Requirements *(SRH Part 5)*
- Expert Witness Fees *(SRH Section 6.050)*
- Independent Contractor/Consultant *(SRH Section 6.050)*
- Indirect Cost or Facilities and Administration *(SRH Section 4.045)*
- Match Requirements *(SRH Section 9.060)*
- Facility Rental *(SRH Section 4.055)*
- Prohibited Operating Costs *(SRH Section 4.070)*
- Grant Subaward and Other Income *(SRH Section 9.075)*
- Supplanting Prohibited *(SRH Section 1.065)*
- Travel *(SRH Section 4.065)*

E. ADMINISTRATIVE REQUIREMENTS

Subrecipients must administer their Grant Subawards in accordance with all *SRH* requirements. Failure to comply with these requirements can result in the withholding or termination of the Grant Subaward. The following section may be helpful for developing a proposal and for planning purposes:

- Audit Requirements *(SRH Part 14)*

- Communication and Internet Access *(SRH Section 1.070)*
- Intellectual Property, Copyright, and Patent Requirements *(SRH Part 8)*
- Fidelity Bond/Certificate of Insurance (*SRH Section 2.015*)
- Monitoring *(SRH Part 13)*
- Report of Expenditures and Request for Funds *(SRH Section 9.025)*
- Records Requirements *(SRH Part 12)*

PART III – SELECTION AND FINALIZING THE GRANT SUBAWARD

A. SELECTION OF PROPOSAL FOR FUNDING
B. FINALIZING THE GRANT SUBAWARD

A. SELECTION OF PROPOSAL FOR FUNDING

1. Proposal Rating

Eligible proposals received by the deadline are generally evaluated by a three-member team. The rater scores are averaged and then ranked numerically. Proposals are only evaluated numerically; no notes are taken during the evaluation. The Rating Sheet used for this process is included in Part IV of this RFP and is for informational purposes only.

2. Funding Decision

A proposal must receive a minimum score of 50% of available points on the Rating Sheet to be considered for funding.

Final funding decisions are made by the Director of Cal OES. Funding decisions are based on the following:

- The ranked score of the proposal.
- Consideration of priorities or geographical distribution specific to this RFP.
- Prior negative administrative and programmatic performance, if applicable.

Subrecipients previously funded by Cal OES will be reviewed for poor past compliance, including fiscal management, progress and annual reports, audit reports, and other relevant documentation or information. This review may result in one or more of the following actions:

- The Subrecipient may not be selected for funding.
- The amount of funding may be reduced.
- Grant Subaward Conditions may be placed on the Grant Subaward.

3. Notification Process

All Applicants will be notified in writing, via electronic communication, the results of the rating process. The notification will be sent only to the Official Designee (the person authorized to sign the Grant Subaward Face Sheet).

Applicants will receive one of the following:

- Letter of Intent to Fund if selected for funding.
- Letter of Denial if not selected for funding, including the Applicant's scores and information regarding the appeal process.
- Letter of Ineligibility:
    - If the proposal did not meet Eligibility to Compete for Funding (Part 1, D.), including information regarding the appeal process; or
    - If the proposal scored less than the required 50% of points possible, including the Applicant's scores and information regarding the appeal process.

Cal OES can only respond to technical questions about the RFP during the period of time between the RFP release date and completion of the RFP process. Requests for records must be made through a Public Records Act request at PRA@caloes.ca.gov.

B. FINALIZING THE GRANT SUBAWARD

1. Grant Subaward Application

Once selected for funding, Cal OES may require revisions and/or additional documentation to finalize the Grant Subaward Application package. The Program Specialist identified in the Applicant's Intent to Fund Letter can provide technical assistance in completing these components.

2. Grant Subaward

A copy of the executed Grant Subaward and pertinent attachments will be sent to the Grant Subaward Director. The Applicant is not authorized to incur costs against the Grant Subaward until a copy of

the fully executed Grant Subaward is received. When the executed Grant Subaward is received, a Report of Expenditures and Request for Funds (Cal OES Form 2-201) may be submitted for reimbursement.

a. Grant Subaward Conditions

Cal OES may add conditions to the Grant Subaward in order to execute the Grant Subaward. If conditions are added, these will be discussed with the Subrecipient, and a copy of the conditions will be sent to the Subrecipient when the conditions are made part of the Grant Subaward.

b. Grant Subaward Amounts

When the amount of funds available is limited, Cal OES may reduce the amount of the Grant Subaward from the amount requested by the Applicant. In addition, Cal OES reserves the right to negotiate budgetary changes with the Applicant prior to executing the Grant Subaward. If either of these actions is required, Cal OES will notify the Applicant prior to executing the Grant Subaward.

3. Standard Grant Subaward Funding Authority

Allocation of funds is contingent on the enactment of the State Budget. Cal OES does not have the authority to disburse funds until the State Budget is passed, and the Grant Subaward is fully executed. Expenditures incurred prior to authorization are made at the Subrecipient's own risk and may be disallowed. Cal OES employees are not able to authorize an Applicant to incur expenses or financial obligations prior to the execution of a Grant Subaward. However, once the Grant Subaward is finalized the Subrecipient may claim reimbursement for expenses incurred on, or subsequent to, the start of the Grant Subaward performance period.

If, during the term of the Grant Subaward performance period, the state and/or federal funds appropriated for the purposes of the Grant Subaward are reduced or eliminated by the California Legislature or the United States Government, or in the event revenues are not collected at the level appropriated, Cal OES may immediately terminate or reduce the Grant Subaward by written notice to the Subrecipient.

Cal OES Grant Subawards are subject to applicable restrictions, limitations, or conditions enacted by the California Legislature and/or the United States Government, subsequent to, the execution of the Grant Subaward.

Control #_____
Rater #_____
Applicant_____
Funds Requested:_____

CATEGORY	TOTAL POINTS POSSIBLE
A. PROBLEM STATEMENT	**60**
B. PLAN	**120**
C. CAPABILITIES	**80**
D. BUDGET PAGES AND NARRATIVE	**60**
E. COMPREHENSIVE ASSESSMENT	**40**
TOTAL	**360**

Each of the above categories contain questions assigned a point value. The point scale is divided into five columns labeled **I, II, III, IV,** and **V**. The Applicant's response to each question is evaluated on the following criteria:

A. **ABSENT:** The response does not address the specific question, or a response was not provided.

B. **UNSATISFACTORY:** The response does not completely address the question. The information presented does not provide a good understanding of Applicant's intent, does not give the detailed information requested by the RFP, and/or does not adequately support the proposal or the intent of the Program.

C. **SATISFACTORY:** The response addresses the question and provides a good understanding of the Applicant's intent. The response adequately supports the proposal and the intent of the Program.

D. **ABOVE AVERAGE:** The response is above average and provides a clear and detailed understanding of the Applicant's intent. The response presents a persuasive argument that supports the proposal and the intent of the Program.

E. **EXCELLENT:** The response is outstanding, with clear, detailed, and relevant information. The response presents a compelling argument that supports the proposal and the intent of the Program.

PROGRAMMATIC NARRATIVE	I	II	III	IV	V
a. Problem Statement (Maximum Two Pages) How well does the proposal:	**0**	**5**	**10**	**15**	**20**
1) Describe the service area including size, population, and demographics?					
2) Describe the challenges implementing vertical prosecution in the Applicant's service area?					
3) Describe the victims/survivor benefits attributed to the implementation of vertical prosecution?					
b. Plan (Maximum Four Pages) How well does the proposal:	**0**	**5**	**10**	**15**	**20**
1) Describe the Applicant's screening criteria that will be utilized for the assignment of cases to the unit, the victim/survivor referral process to the assigned advocate, and the source of referral(s)?					
2) Describe the rationale that will be utilized to determine and track case assignments for each of the following methods of vertical prosecution: True Vertical Prosecution, Major Stage Prosecution, and/or Unit Vertical Prosecution?					
3) Describe the elements of the Community Coordination plan, including location and frequency of multi-disciplinary task force and/or committee meetings, and community partnership development efforts scheduled during the Grant Subaward performance period?					
4) Describe the Applicant's plan to ensure all victims/survivors are provided with either direct services or referrals to appropriate victim service providers?					

PROGRAMMATIC NARRATIVE	I	II	III	IV	V
5) Describe the protocol implemented when there is a change of venue of vertical prosecution cases to another jurisdiction?					
6) Indicate the Applicant's plans to sustain vertical prosecution activities beyond the Grant Subaward funding cycle?					
c. Capabilities (Maximum Three Pages) How well does the proposal:	**0**	**5**	**10**	**15**	**20**
1) Describe the Applicant's ability to improve the criminal justice system's processing of violent crimes against women through a coordinated, multi-disciplinary, prosecutorial response including specialized units with a highly qualified prosecutor and victim advocate?					
2) Describe the Applicant's expertise in vertical prosecution of defendants charged with crimes of domestic violence, dating violence, sexual assault, and/or stalking?					
3) Describe the Applicant's expertise/capabilities in implementing the three methods of vertical prosecution and explain the anticipated percentage of cases prosecuted via True Vertical Prosecution, Major Stage Vertical Prosecution, and Unit Vertical Prosecution?					
4) Describe the Applicant's policies/procedures for implementing vertical prosecution?					
BUDGET PAGES & NARRATIVE (Maximum Two Pages)	**0**	**5**	**10**	**15**	**20**
1) How well does the proposed Budget Pages & Narrative support the objectives and activities?					

PROGRAMMATIC NARRATIVE	I	II	III	IV	V
2) How well are funds allocated to minimize administrative costs and support direct services?					
3) How well do Grant Subaward-funded staff duties and time commitments support the proposed objectives and activities?					
COMPREHENSIVE ASSESSMENT	**0**	**5**	**10**	**15**	**20**
1) How well does this proposal support the overall intent, goals, and purpose of the Program?					
2) How well did the Applicant follow instructions? (e.g., were formatting requirements as specified in Part II, B, C, & D followed?)					

PART V – CHECKLIST

This checklist is provided to ensure that a complete proposal is submitted to Cal OES. This also provides the order documents/forms should be organized.

The following forms/documents are required for all Applicants.

- ☐ GRANT SUBAWARD FACE SHEET (Cal OES Form 2-101) – Signed by the Official Designee authorized to enter into the Grant Subaward.
- ☐ GRANT SUBAWARD CONTACT INFORMATION (Cal OES Form 2-102)
- ☐ GRANT SUBAWARD SIGNATURE AUTHORIZATION (Cal OES Form 2-103)
- ☐ GRANT SUBAWARD CERTIFICATION OF ASSURANCE OF COMPLIANCE (Cal OES Form 2-104) – Signed by the Official Designee who signed the Grant Subaward Face Sheet and by the official delegating that authority
- ☐ GRANT SUBAWARD BUDGET PAGES (EXCEL SPREADSHEET FORMAT) (Cal OES Form 2-106a) Pages Multiple Fund Source
- ☐ **UNALTERED** GRANT SUBAWARD BUDGET NARRATIVE (Cal OES Form 2-107)
- ☐ **UNALTERED** GRANT SUBAWARD PROGRAMMATIC NARRATIVE (Cal OES Form 2-108)
  - PROBLEM STATEMENT
  - PLAN
  - CAPABILITIES
- ☐ STOP FEDERAL FUND GRANT SUBAWARD ASSURANCES

  (Cal OES Form 2-109d) – Signed by the Official Designee who signed the Grant Subaward Face Sheet
- ☐ GRANT SUBAWARD SERVICE AREA INFORMATION (Cal OES Form 2-154)
- ☐ ORGANIZATIONAL CHART
- ☐ SUBRECIPIENT GRANTS MANAGEMENT ASSESSMENT

The following forms/documents may be required depending on the Applicant's proposal and/or Program requirements.

- ☐ NON-COMPETITIVE PROCUREMENT REQUEST (Cal OES Form 2-156)
- ☐ INDEPENDENT CONTRACTOR/CONSULTANT RATE EXEMPTION REQUEST (Cal OES Form 2-164)
- ☐ LODGING RATE EXEMPTION REQUEST (Cal OES Form 2-165)
- ☐ PAYEE DATA RECORD – Complete if Applicant has not previously received a Grant Subaward from Cal OES (Std. 204).

☐ OPERATIONAL AGREEMENT SUMMARY (Cal OES Form 2-160) Complete if victim advocacy is accomplished through an Operational Agreement with a Cal OES-funded Domestic Violence Assistance Program, Rape Crisis Program, and/or Victim Witness Assistance Program.

GAVIN NEWSOM
GOVERNOR

NANCY WARD
DIRECTOR

Cal OES
GOVERNOR'S OFFICE
OF EMERGENCY SERVICES

Request For Application Cover Sheet

Violence Against Women Vertical Prosecution (VV) Program RFP

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

(Cal OES Use Only)

Cal OES #		FIPS #		VS#		Subaward #	

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

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

1. **Subrecipient:** County of Mariposa — **1a. UEI#:** PNG4LUYEKK53

2. **Implementing Agency:** Mariposa County District Attorney's Office — **2a. UEI#:** PNG4LUYEKK53

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

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

5. **Disaster/Program Title:** VV - Violence Against Women Vertical Prosecution Program — **6. Performance/ Budget Period:** 1/1/2024 (Start Date) to 12/31/2024 (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.	2022	STOP		$48,710		$16,237		$16,237	$64,947
9.	2023	STOP		$153,835		$51,278		$51,278	$205,113
10.	Select	Select							
11.	Select	Select							
12.	Select	Select							
Total	Project	Cost		$202,545	$202,545	$67,515		$67,515	$270,060

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, Project Director

Payment Mailing Address: P.O. Box 730 — City: Mariposa — Zip Code+4: 95338-0730

Signature: Wm W. Wall — Date: _____

16. **Federal Employer ID Number:** 946000880

(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 #: _____

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- Post Office Box 730, Mariposa, CA 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- Post Office Box 729, Mariposa, CA 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- Post Office Box 730, Mariposa, CA 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- Post Office Box 730, Mariposa, CA, 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, CA 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, Post Office Box 730, Mariposa, CA 95338-0730

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

Cal OES
GOVERNOR'S OFFICE
OF EMERGENCY SERVICES

Grant Subaward Signature Authorization

Grant Subaward #: _____

Subrecipient: Mariposa County

Implementing Agency: Mariposa County District Attorney's Office

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

Grant Subaward Director:

Printed Name: Walter W. Wall

Signature: _____

Date: _____

Financial Officer:

Printed Name: Luis Mercado

Signature: _____

Date: _____

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

Signature: _____

Printed Name: Jessica Mimnaugh

Signature: _____

Printed Name: _____

Signature: _____

Printed Name: _____

Signature: _____

Printed Name: _____

Signature: _____

Printed Name: _____

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

Signature: _____

Printed Name: Rebecca Ramirez

Signature: _____

Printed Name: _____

Signature: _____

Printed Name: _____

Signature: _____

Printed Name: _____

Cal OES
GOVERNOR'S OFFICE
OF EMERGENCY SERVICES

Grant Subaward Certification of Assurance of Compliance

Subrecipient: County of Mariposa

	Cal OES Program Name	Grant Subaward #:	Grant Subaward Performance Period
1	Violence Against Women Vertical Prosecution (VV) Program		01/01/2024-12/30/2024
2			
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.

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OF EMERGENCY SERVICES

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 ofCEQA 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: _____
Official Designee's Typed Name: Walter W. Wall
Official Designee's Title: Mariposa County District Attorney
Date Executed: _____

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

Signature: _____
Typed Name: Miles Menetrey
Title: Board of Supervisors, Chair
Date Executed: _____

Cal OES
GOVERNOR'S OFFICE OF EMERGENCY SERVICES

Grant Subaward Budget Pages

Multiple Fund Sources

Subrecipient: County of Mariposa			**Grant Subaward #:**			
A. Personnel Costs - Line-item description and calculation	**2022 STOP**	**2023 STOP**	**2022 STOP Match**	**2023 STOP Match**	**Total Amount Allocated**	
.80 FTE Victim Witness Advocate $47,524 annual compensation at 80% - $38,019.20 ($3,168.26/pp x 12 pp = $38,019.12) Only claiming **$38,019**	$16,000	$22,019				$38,019
.50 FTE District Attorney $166,318 Annual compensation at .50 FTE- $83,159 ($6,929.916/pp x 12 pp = $83,158.99) Claiming **$83,159**	$20,000	$63,159				$83,159
.25 FTE District Attorney Criminal Investigator $89,652 Annual compensation at .25 FTE- $22,413 ($1,867.75/pp x 12 pp = **$22,413**)	$6,000	$16,413				$22,413
SEIU, MCMCO, and DSA Program Personnel Benefits $143,591 x .27 = $38,769.57 only claiming **$37,499**	$6,710	$30,789				$37,499
Cash Match **Assistant District Attorney (Cash Match)** $144,924 Annual Compensation at .38 FTE - $55,072 ($4,589.33/pp x 12 pp = **$55,072**)			$14,164	$40,908		$55,072
Annual benefits $144,924 x about 23% = $33,332.52 at .38 FTE - $12,666 only claiming **$12,443** ($1,036.91/pp x 12 pp)			$2,073	$10,370		$12,443
***Benefits include: Social Security, Medicare, Medical/Dental/Vision, Retirement-Employer, Retirement-Employee, Life Insurance, SDI, Admin Health Fee, and Cash-Cafeteria Plan**						
Personnel Costs Fund Source Totals	$48,710	$132,380	$16,237	$51,278		$248,605

Cal OES
GOVERNOR'S OFFICE
OF EMERGENCY SERVICES

Grant Subaward Budget Pages

Multiple Fund Sources

Subrecipient: County of Mariposa			Grant Subaward #:			
A. Personnel Costs - Line-item description and calculation	**2022 STOP**	**2023 STOP**	**2022 STOP Match**	**2023 STOP Match**	**[illegible]**	**Total Amount Allocated**
PERSONNEL COSTS CATEGORY TOTAL						$248,605

Cal OES
GOVERNOR'S OFFICE OF EMERGENCY SERVICES

Grant Subaward Budget Pages
Multiple Fund Sources

Subrecipient: County of Mariposa			**Grant Subaward #:**			
B. Operating Costs - Line-item description and calculation	**2022 STOP**	**2023 STOP**	Fund Source #	Fund Source #	Fund Source #	**Total Amount Allocated**
Contract **.15 FTE Legal Advocate- Alliance for Community Transformation/ Mountain Crisis Services** $41,974 annual compensation x 15%= **$6,296.10** Benefits: Salary of $41,974 x 15% ($6,296.10) x 23.35% = **$1,470.14**		$7,767				$7,767
Emergency Support Petty Cash Fund- Up to $500/victim per crime x 5 victims = **$2500**		$2,500				$2,500
Hotel stays (direct payment to hotel) for emergency use (displacement after crime has occurred) and criminal-justice related events- Up to 7 night stay per victim, per crime incident x $110.69/night hotel cost- $774.83 x about 5 victims of crime (fall under category of violence against women) = $3,874.15 **only claiming $3,874**		$3,874				$3,874
Travel and transportation assistance for emergency use and criminal-justice related events- direct payment to travel company to support travel after the crime has occurred and for criminal-justice related events Up to $411/victim x 9 Victims = **$3,699**		$3,699				$3,699

Cal OES
GOVERNOR'S OFFICE OF EMERGENCY SERVICES

Grant Subaward Budget Pages

Multiple Fund Sources

Subrecipient: County of Mariposa			Grant Subaward #:			
B. Operating Costs - Line-item description and calculation	**2022 STOP**	**2023 STOP**	Fund Source 3	Fund Source 4	Fund Source 5	**Total Amount Allocated**
Training & Seminars **CDAA Strangulation Investigation, Documentation & Testimony- For Investigator** County: Orange County Lodging: $120/night + $20/night tax x 2 nights -**$280** Parking : $30/night x 2 nights- **$60** Per Deim: $44 x 3 days- **$132** Registration: **$125**		$597				$597
CDAA Adult Sexual Assault Training County: Orange County Lodging: $170/night + $20/night tax x 3 nights x 3 people -**$1,710** Parking : $30/night x 3 nights x 2 cars- **$180** Per Deim: $44 x 4 days x 3 people- **$528** Registration: $200 x 3 people- **$600**		$3,018				$3,018
Operating Costs Fund Source Totals		$21,455				$21,455
OPERATING COSTS CATEGORY TOTAL						$21,455

Cal OES
GOVERNOR'S OFFICE OF EMERGENCY SERVICES

Grant Subaward Budget Pages

Multiple Fund Sources

Subrecipient: County of Mariposa			Grant Subaward #:			
C. Equipment Costs - Line-item description and calculation	**2022 STOP**	**2023 STOP**	**2022 STOP Match**	**2023 STOP Match**	**Pu nd So**	**Total Amount Allocated**
None to be acquired at this time						
Equipment Costs Fund Source Totals						
EQUIPMENT COSTS CATEGORY TOTAL						

Grant Subaward Totals - Totals must match the Grant Subaward Face Sheet	**2022 STOP**	**2023 STOP**	**2022 STOP Match**	**2023 STOP Match**	**Pu nd So**	**Total Project Cost**
Fund Source Totals	**$48,710**	**$153,835**	**$16,237**	**$51,278**		**$270,060**

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OF EMERGENCY SERVICES

Grant Subaward Budget Narrative

Grant Subaward #: _____

Subrecipient: County of Mariposa

This budget sets out personnel costs and operating expenses that directly connect to objectives and goals within our proposed program. A Vertical Prosecution Unit will be established within the Mariposa County District Attorney Office with a team who has vast experience responding to crimes against women in their careers. As noted within our proposed budget, allocated funds are substantially dedicated to staff and direct support services, with no administrative costs included. The program currently proposes no shared costs but has a cost allocation plan if the need arises. Staff assigned have their training and qualifications set out within the Plan Section of the proposed grant. The .80 FTE Victim Witness Advocate will follow the victim's case from initial investigation through sentencing, while providing mandatory and optional services to victims of crime. The advocate will also assist with peer counseling, CalVCB Program applications, restitution assistance, court support, referrals, and resources. The .50 FTE District Attorney will be assigned to review and prosecute all sexual assault cases, half of all referred domestic violence, stalking, strangulation and dating violence cases. The .25 FTE Investigator will provide prompt collection of evidence after the initial domestic violence, sexual assault, dating violence or stalking report has been made. Our Cash Match prosecutor

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Grant Subaward Budget Narrative

Grant Subaward #:_____

Subrecipient: County of Mariposa

would handle the remaining domestic violence, sexual assault, and stalking cases. Total personnel costs: **$248,605.**

The assigned staff will attend the Vertical Prosecution Unit multidisciplinary meetings, as well as meet and confer with victims. The specified costs for training include the required CDAA training (Adult Sexual Assault) for the Vertical Prosecution team. Included in these costs is a newly offered course for strangulation investigation. Costs for attending training covers flights, lodging, transportation, parking, and per diem. Total Training costs: **$3,615.**

We have included a contract with Mountain Crisis Services for a Legal Advocate to assist the team. That contract will not exceed **$7,767**. Remaining operating costs will be for reasonable transportation and emergency support for our victims of crime. These costs total **$10,073.** These direct support expenditures are detailed within the Plan Section. **Total Costs: $270,060**

All staff allocations and proposed expenditures fundamentally support the goals and objectives of this proposed program and Vertical Prosecution Unit. No unusual expenditures are expected within this proposed budget and all mid-year salary range adjustments have been considered in the preparation of this budget. This proposed budget aligns with our desire to deliver direct services, support, and resources, with little to no indirect, or administrative expenses.

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OF EMERGENCY SERVICES

Grant Subaward Programmatic Narrative

Grant Subaward #: _____

Subrecipient: County of Mariposa

The Problem: Mariposa County consists of nearly 1,448 square miles of rural land with the town of Mariposa being the county's seat. With a population that hovers around 17,020 (U.S. Census Bureau), there are roughly 11.8 people per square mile. Mariposa is one of the gateways to Yosemite National Park and a large percentage of the National Park's tourism is routed through the county. The Park averages nearly 3.35 million visitors a year (National Park Service). With this high visitation, despite being a small, rural county, we need more capacity to serve crime victims and witnesses than similarly sized counties. Our prior year statistics show that a large proportion of victims currently served are women, and crimes such as domestic violence (DV), sexual assault (SA), stalking and dating violence make up nearly 30% of all cases referred to the District Attorney's Office.

In the county, 14.1% of people live in poverty (1.6% higher than the state average and 2.5% higher than the national average according to the U.S. Census Bureau). Mariposa's median household income is $53,304 (63% of the statewide median household income of $84,097). These statistics qualify Mariposa's population as disadvantaged, and with a relatively small tax base, demonstrate why the county must rely on grant opportunities to fund many services and programs.

Cal OES
GOVERNOR'S OFFICE
OF EMERGENCY SERVICES

Grant Subaward Programmatic Narrative

Grant Subaward #: _____

Subrecipient: County of Mariposa

In the last decade, the Mariposa County District Attorney's Office has attempted to follow the vertical prosecution model, however, our office has experienced significant staff turnover in both leadership and support staff during this time. When we had prosecutorial vacancies, we had to deviate from the model and were unable to completely dedicate staff assignments to any one crime type. Currently, we are dividing cases between qualified prosecutors, but no distinct specialization is considered when assignments are given. This is also true within the Victim Witness Services Program, as staff assignments are based on caseloads ratios between assigned advocates.

This grant would ensure the full adoption of the vertical prosecution model in Mariposa County and strengthen our systems for coordinating referrals for victims and witnesses to local partners. Victim services, investigation, prosecution, and referrals to legal and cultural community aid will be integrated and overseen by one team. Currently, we have limited capacity to do extensive follow-up with victims (photographing injuries, additional contact, etc.). This team would provide the care and attention to each individual victim and case, in a way that would not be possible without this grant program.

Cal OES
GOVERNOR'S OFFICE
OF EMERGENCY SERVICES

Grant Subaward Programmatic Narrative

Grant Subaward #:_____

Subrecipient: County of Mariposa

The Plan: With our case management system (CMS), reports for violence against women cases are received from the Sheriff's Department, entered into the CMS, and are immediately available to proposed staff of the Vertical Prosecution Unit (VPU). All sexual assault, stalking, dating violence, and 50% of domestic violence cases will be assigned to the same prosecutor, our Unit Prosecutor. The remainder of domestic violence cases will be assigned to the Cash-Match Prosecutor. This structure would successfully capture all crimes against women cases under the VPT. All incident reports received from law enforcement agencies that list victims of a crimes are referred directly to Victim Witness Services through the CMS system. The Victim Witness Supervisor will review cases and assign them to the Unit Advocate. Our Unit Advocate will work with our victims to apply for the California Victim Compensation Program and can provide home visits and meet with victims remotely. Victim Witness Services will make all attempts to notify victims if the offender is released from custody and provide them with a copy of the Criminal Protective Order. Advocates will assist victims with safety plans, emergency shelter, transportation, food, and clothing. We will make referrals to the McGeorge School of Law Victim Resource Center on a case-by-case basis.

Grant Subaward Programmatic Narrative

Grant Subaward #:_____

Subrecipient: County of Mariposa

Within Mariposa County's Office of the District Attorney, our prosecution team is small, with only four staff prosecutors currently, including the District Attorney. We would utilize True Vertical Prosecution and Unit Vertical Prosecution with the help of the Unit Prosecutor and Cash- Match Prosecutor. The only instance where we would utilize Unit Vertical Prosecution would be when the Principal Unit prosecutor was unavailable due to illness or leave. Within this model, Major Stage Vertical Prosecution is not part of our proposed plan.

Without the Vertical Prosecution structure, our community partners do not meet regularly, and we do not have existing contracts with them to provide extended services. Our proposed plan includes agreements with the Mariposa County Sheriff's Department, Mariposa Health and Human Services, Mountain Crisis Services (DV & SA Shelter), Kene Me-Wu (Native American DV and SA Resources), and our local hospital, John C. Fremont Healthcare District.

The Vertical Prosecution Team (VPT) plans to meet twice a month at the District Attorney's Office to discuss and review reports involving violence against women. Within our VPT meetings, we will have staff present that represent both the Prosecution Unit and direct service providers to women (Unit Prosecutor, Unit Victim Advocate, Unit Investigator, Mountain Crisis Services, and Kene Me-Wu

Family Healing Center). When our Unit Prosecutor is unavailable, our Cash-Match Prosecutor will facilitate our multi-disciplinary meetings. At these meetings, we will be able to discuss in what cases the team will be filing criminal charges, as well as reviewing those cases that have evidentiary problems and require follow-up from our Unit Investigator. The team will also be able to identify those victims that may not have received services yet and track victims that may have fallen through gaps in services.. Our contract with Mountain Crisis Services will help support a part-time legal advocate to assist victims through the civil restraining order process and family law matters. We have an Operational Agreement with Kene Me-Wu, who are prepared to serve Native Americans who fall within the program's criteria. Our proposed VPT and direct service providers are keenly aware of the needs of our community's most vulnerable populations and minorities (Native American, Spanish-speaking, and LGBTQ+ victims/survivors) and have staff that are representative of these communities.

Our office understands the potential for *any* case to have a change of venue. We are a small and rural community; we encounter conflicts within criminal cases frequently as a prosecuting agency in a small town. With this in mind, we are no stranger to the relocation of cases outside our jurisdiction. Our office has strong relationships with our neighboring counties, both in prosecution and

advocacy. We rely on our sister counties frequently and we are prepared to coordinate accommodations and safety for our victims out-of-county. The protocol that already exists consists of the assigned prosecutor and advocate traveling to the county that is hosting the case and pursuing the case until its conclusion.

The investment made to fund this proposed Vertical Prosecution Grant Program as currently planned, will change the landscape of addressing domestic violence, sexual assault, dating violence and stalking for years to come in Mariposa County. Through this grant award we will demonstrate the positive criminal justice outcomes and the successful victim support provided by the Vertical Prosecution Program. We will create patterns of prosecution within the new leadership structure and create prosecutorial protocol that would survive through the grant period and beyond. By demonstrating positive outcomes and successful referrals, we will ensure that the model will not be changed in the future.

Grant Subaward Programmatic Narrative

Grant Subaward #:_____

Subrecipient: County of Mariposa

Capabilities: Our Unit Prosecutor, the District Attorney, has over 27 years of criminal legal experience. Of those 27 years, he served 10 years on general case assignment with True Vertical Prosecution, including domestic violence, sexual assault, dating violence (juvenile dating violence), and stalking cases. He has had numerous cases with victims from vulnerable populations (e.g., LGBTQ+, Native American groups, and Spanish-speaking). He has extensive training and experience handling domestic violence with attention to psychological, physical harm and strangulation. Our Cash-Match Prosecutor has over eight years of Criminal legal experience. He has successfully charged and tried countless crimes against women cases and has extensive education and training with understanding those listed crime types. Our Unit Investigator has 17 years of law enforcement experience in our community. He has attended and completed the California Peace Officers Association's 80-hour Law Enforcement Advanced Domestic Violence Course and has conducted over 500 domestic violence case investigations and responded to approximately 70 sexual assault cases. Our Unit Advocate has four years of experience protecting the rights of victims and she has completed the California Crime Victim Assistance Association Entry-Level Advocate Training, the CDAA Domestic Violence and Stalking Training, and has participated in multiple trainings for victim advocacy

(NOVA, CDAA, CCVAA, Waymakers, etc.). In her time with Victim Services, she has assisted approximately 100 victims of domestic violence, sexual assault, and stalking through the criminal justice process. She understands, through her years of experience, how to speak to victims compassionately and connect them to the right services. The Unit is prepared to join together into a coordinated team and provide a comprehensive approach to assisting victims and survivors of these crime types. This proposed unit is highly qualified to support our victims and pursue positive criminal justice outcomes for survivors.

Our office is prepared to implement the Vertical Prosecution method and expect nearly 90% of all cases referred for Vertical Prosecution to be tried using True Vertical Prosecution; 0% will be prosecuted using Major Stage Vertical Prosecution; and 10% will be prosecuted using Unit Prosecution. All cases assigned to the VPU will be reviewed carefully and additional supporting documentation can be requested through the Unit Investigator. Immediate communication will be established by the Unit Advocate with victims. Additional meetings outside the Vertical Prosecution Team meetings will be set with other community partners on an as-needed basis, especially when a case is unusually complicated or involves victims who may require behavioral health follow-ups or immediate assistance.

Grant Subaward Programmatic Narrative

Grant Subaward #:_____

Subrecipient: County of Mariposa

Due to Mariposa's lighter court calendar, the prosecution team is able to move cases to trial relatively quickly. Court continuances may be appropriate given unique circumstances and real-time wait periods for evidence submissions to Department of Justice. The assignment of a dedicated investigator to the Vertical Prosecution Unit helps eliminate the delays between arrest and case disposition by providing pertinent information to the Unit Prosecutor. Criminal case referrals are reviewed and charged quicker. Services and resources can be accessed expediently. Protective Orders can be created immediately, and our Unit Advocate can schedule interviews with victims and witnesses in a timely manner.

With the support of the Vertical Prosecution Program, case assignments will be reassigned to allow the Unit Prosecutor, who is our most experienced attorney, more time to spend on violent crimes against women and maintain a reduced caseload. The program will allow Mariposa County to dedicate more attention to these complex crimes and provide more opportunities to meet with our victims as they offer insight into what occurred and information that will help increase the likelihood of conviction.

Cal OES
GOVERNOR'S OFFICE OF EMERGENCY SERVICES

Federal Fund Grant Subaward Assurances
STOP Violence Against Women Formula Grant Program

Subrecipient: County of Mariposa

	Cal OES Program Name	Grant Subaward #	Grant Subaward Performance Period
1.	Violence Against Women Vertical Prosecution (VV) Grant		01/01/2024-12/30/2024
2.			
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 C.F.R. 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 and DOJ Grants Financial Guide

The Subrecipient (and any Second-Tier Subrecipient) agrees to comply with 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") and the current edition of the DOJ Grants Financial Guide as posted on the OVW website, including any updated version that may be posted during the period of performance apply to this Grant Subaward.

The Subrecipient (and any Second-Tier Subrecipient) also agrees that all financial records pertinent to this Grant Subaward, including the general accounting ledger and all supporting documents, are subject to Cal OES's review throughout the life of

the Grant Subaward, during the close-out process, and for seven years after the Subrecipient makes final payments and all other pending matters are closed, unless a different retention period applies. Subrecipients (and any Second-Tier Subrecipients) must provide access to performance measurement information, financial records, supporting documents, statistical records, and any other pertinent records indicated at 2 C.F.R. 200.334.

3. Requirements Related to System for Award Management and Unique Entity Identifiers

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 current 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 assigned by SAM.

The details of the Subrecipients' obligations related to SAM and to unique entity identifiers are posted on the OVW website at https://www.justice.gov/ovw/award-conditions (Award Condition: Requirements related to System for Award Management (SAM) and unique entity identifiers) and are incorporated by reference here.

4. 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" (as defined in OMB M-17-12) if they:

- Create, collect, use, process, store, maintain, disseminate, disclose, or dispose of "Personally Identifiable Information (PII)" (as defined in 2 C.F.R. 200.1) within the scope of an OVW grant-funded program or activity, or

- Use or operate a "Federal information system" (as defined in 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.

5. Requirements Pertaining to Prohibited Conduct Related to Trafficking in Persons (including reporting requirements and OVW 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 OVW website at https://www.justice.gov/ovw/award-conditions (Award Condition: Prohibited conduct by Subrecipients related to trafficking in persons (including reporting requirements and OVW authority to terminate award)), and are incorporated by reference here.

6. 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 OVW website at https://www.justice.gov/ovw/award-conditions (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

7. 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 on the OVW website at https://www.justice.gov/ovw/conference-planning.

8. OVW Training Guiding Principles

Subrecipients (and any Second-Tier Subrecipients) understand and agree that any training or training materials developed or delivered with funding under this Grant Subaward must adhere to the OVW Training Guiding Principle for Grantee and Subgrantees, available at https://www.justice.gov/ovw/resources-and-faqs-grantees#Discretionary.

9. Potential Imposition of Additional Requirements

Subrecipients (and any Second-Tier Subrecipients) agree to comply with any additional requirements that may be imposed by OVW 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.

10. 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.

11. 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.

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 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.

12. 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, which relates to nondiscrimination on the basis of sex in certain "educational programs."

13. Restrictions on "Lobbying" and Policy Development

In general, as a matter of federal law, federal funds may not be used by Subrecipients (and any Second-Tier Subrecipients), either directly or indirectly, to support the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government, in order to avoid violation of 18 U.S.C. 1913. Subrecipients (or any Second-Tier Subrecipients) may, however, use federal funds to collaborate with and provide information to federal, state, local, tribal and territorial public officials and agencies to develop and implement policies and develop and promote state, local, or tribal legislation or model codes designed to reduce or eliminate domestic violence, dating violence, sexual assault, and stalking (as those terms are defined in 34 U.S.C. 12291(a)) when such collaboration and provision of information is consistent with the activities otherwise authorized under this grant program.

Another federal law generally prohibits federal funds awarded by OVW 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.

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

14. 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, for each fiscal year, are set out at https://www.justice.gov/ovw/award-conditions (Award Condition: General appropriations-law restrictions on use of federal award funds), and are incorporated by reference here.

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.

15. 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.

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. 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.

18. 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.

19. Compliance with Statutory and Regulatory Requirements

Subrecipients (and any Second-Tier Subrecipients) agree to comply with all relevant statutory and regulatory requirements, which may include, among other relevant authorities, the Violence Against Women Act of 1994, P.L. 103-322, the Violence Against Women Act of 2000, P.L. 106-386, the Violence Against Women and Department of Justice Reauthorization Act of 2005, P.L. 109-162, the Violence Against Women Reauthorization Act of 2013, P.L. 113-4, the Omnibus Crime Control and Safe Streets Act of 1968, 34 U.S.C. 10101 et seq., and OVW's implementing regulations at 28 C.F.R. Part 90.

20. VAWA 2013 Nondiscrimination Condition

Subrecipients (and any Second-Tier Subrecipients) acknowledge that 34 U.S.C. 12291(b)(13) prohibits Subrecipients of OVW awards from excluding, denying benefits to, or discriminating against any person on the basis of actual or perceived race, color, religion, national origin, sex, gender identity, sexual orientation, or disability in any program or activity funded in whole or in part by OVW. Subrecipients may provide sex-segregated or sex-specific programming if doing so is necessary to the essential operations of the program, so long as the Subrecipient provides comparable services to those who cannot be provided with the sex-segregated or sex-specific programming. The Subrecipient (and any Second-Tier Subrecipient) agrees that it will comply with this provision.

21. Misuse of Award Funds

Subrecipients (and any Second-Tier Subrecipients) understand and agree that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under an award, and civil and/or criminal penalties.

22. Confidentiality and Information Sharing

Subrecipients (and any Second-Tier Subrecipients) agrees to comply with the provisions of 34 U.S.C. 12291(b)(2), nondisclosure of confidential or private information, which includes creating and maintaining documentation of

compliance, such as policies and procedures for release of victim information. Subrecipients (and any Second-Tier Subrecipients) also agree to comply with the regulations implementing this provision at 28 CFR 90.4(b) and "Frequently Asked Questions (FAQs) on the VAWA Confidentiality Provision (34 U.S.C. 12291(b)(2))" on the OVW website at https://www.justice.gov/ovw/resources-and-faqs-grantees.

23. Activities that Compromise Victim Safety and Recovery or Undermine Offender Accountability

Subrecipients (and any Second-Tier Subrecipients) agree that Grant Subaward funds will not support activities that compromise victim safety and recovery or undermine offender accountability, such as: procedures or policies that exclude victims from receiving safe shelter, advocacy services, counseling, and other assistance based on their actual or perceived sex, age, immigration status, race, religion, sexual orientation, gender identity, mental health condition, physical health condition, criminal record, work in the sex industry, or the age and/or sex of their children; procedures or policies that compromise the confidentiality of information and privacy of persons receiving OVW-funded services; procedures or policies that impose requirements on victims in order to receive services (e.g., seek an order of protection, receive counseling, participate in couples' counseling or mediation, report to law enforcement, seek civil or criminal remedies, etc.); procedures or policies that fail to ensure service providers conduct safety planning with victims; project design and budgets that fail to account for the access needs of participants with disabilities and participants who have limited English proficiency or are Deaf or hard of hearing; or any other activities outlined in the solicitation or companion guide under which the application was submitted.

24. Policy for Response to Workplace-related Incidents of Sexual Misconduct, Domestic Violence, and Dating Violence

Subrecipients (and any Second-Tier Subrecipients) must have a policy, or issue a policy within 270 days of the award date, to address workplace-related incidents of sexual misconduct, domestic violence, and dating violence involving an employee, volunteer, consultant, or contractor. The details of this requirement are posted on the OVW website at https://www.justice.gov/ovw/award-conditions (Award Condition: Policy for response to workplace-related sexual misconduct, domestic violence, and dating violence), and are incorporated by reference here.

25. Performance Progress Reports and Final Report Submission

Subrecipients agree to provide Cal OES with specific information regarding Grant Subawards. Subrecipients agree to submit an annual report that includes: a) an assessment of whether stated goals and objectives were achieved; b) information on the effectiveness of activities carried out with grant funds, including the number of persons served and the number of persons seeking services who could not be served; c) information on each Grant Subaward made; and d) such other

information as OVW may prescribe. Subrecipients must use the designated forms and/or systems made available by OVW for performance reporting, which identify the information that Subrecipients must collect and report as a condition of receiving funding under this award.

26. Publications Disclaimer for STOP Formula Subrecipients

Subrecipients (and any Second-Tier Subrecipients) agree that all materials and publications (written, web-based, audio-visual, or any other format) resulting from subaward activities shall contain the following statement: "This project was supported by Subgrant No. _____ awarded by the state administering office for the Office on Violence Against Women, U.S. Department of Justice's STOP Formula Grant Program. The opinions, findings, conclusions, and recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the state or the U.S. Department of Justice."

27. Copyrighted Works

Pursuant to 2 C.F.R. 200.315(b), Subrecipients (and any Second-Tier Subrecipients) may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under this Grant Subaward. OVW reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work, in whole or in part (including in the creation of derivative works), for federal purposes, and to authorize others to do so.

OVW also reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, in whole or in part (including in the creation of derivative works), any work developed by a Subrecipient (and any Second-Tier Subrecipient), of this Grant Subaward, for federal purposes, and to authorize others to do so.

In addition, Subrecipients (and any Second-Tier Subrecipients or contractors) must obtain advance written approval from Cal OES, and must comply with all conditions specified by Cal OES in connection with that approval, before: 1) using Grant Subaward funds to purchase ownership of, or a license to use, a copyrighted work; or 2) incorporating any copyrighted work, or portion thereof, into a new work developed under this Grant Subaward.

It is the responsibility of Subrecipients (and any Second-Tier Subrecipients, contractors, or subcontractors as applicable) to ensure that this condition is included in any subaward, contract, or subcontract under this award.

28. Ongoing Compliance with Statutory Certifications

Subrecipients (and any Second-Tier Subrecipients) agree that compliance with the statutory certification requirements is an ongoing responsibility during the Grant Subaward period and that, at a minimum, a hold may be placed on the

Subrecipient's funds for noncompliance with any of the requirements of 34 U.S.C. 10449 (regarding rape exam payments), 34 U.S.C. 10449(e) (regarding judicial notification), 34 U.S.C. 10450 (regarding certain fees and costs), and 34 U.S.C. 10451 (regarding polygraphing of sexual assault victims). Non-compliance with any of the foregoing may also result in termination or suspension of the grant or other remedial measures, in accordance with applicable laws and regulations.

29. Requirements for Subrecipients Providing Legal Assistance

Subrecipients (and any Second-Tier Subrecipients) agree that the legal assistance eligibility requirements, as set forth below, are a continuing obligation on the part of Subrecipients (and any Second-Tier Subrecipients).

a. The legal assistance eligibility requirements are:

1) any person providing legal assistance through a program funded under this grant program

a) has demonstrated expertise in providing legal assistance to victims of domestic violence, dating violence, sexual assault, or stalking in the targeted population; or

b) is partnered with an entity or person that has demonstrated expertise described in subparagraph (a); and

c) has completed or will complete training in connection with domestic violence, dating violence, stalking, or sexual assault and related legal issues, including training on evidence-based risk factors for domestic and dating violence homicide;

2) any training program conducted in satisfaction of the requirement of paragraph (1) has been or will be developed with input from and in collaboration with a state, local, territorial, or tribal domestic violence, dating violence, sexual assault, or stalking victim service provider or coalition, as well as appropriate state, local, territorial, and tribal law enforcement officials;

3) any person or organization providing legal assistance through this grant program has informed and will continue to inform state, local, territorial, or tribal domestic violence, dating violence, stalking, or sexual assault programs and coalitions, as well as appropriate state and local law enforcement officials of their work; and

4) Subrecipients' (and any Second-Tier Subrecipients') organizational policies do not require mediation or counseling involving offenders and victims physically together, in cases where sexual assault, dating violence, domestic violence, or

child sexual abuse is an issue. Subrecipients also agree to ensure that any Second-Tier Subrecipient will comply with this condition.

30. Federal Funding Accounting and Transparency Act (FFATA)

Yes	No	
☐	☒	Has the Subrecipient received $25,000,000 or more in federal funds in the preceding fiscal year?
☐	☒	If the answer is yes, does the amount of federal funds received equal 80% or more of the Subrecipient's annual gross revenue?
☐	☒	If the answer is yes to the above two questions, did the Subrecipient report to the U.S. Security and Exchange Commission?

For additional information reference: Award Condition: Reporting Subawards and Executive Compensation (Updated as of September 2016) | Office of Justice Programs (ojp.gov).

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: _____

Cal OES
GOVERNOR'S OFFICE
OF EMERGENCY SERVICES

Grant Subaward Service Area Information

Grant Subaward #: _____

Subrecipient: County of Mariposa

1. County or Counties Served:
   Mariposa County

   County where principal office is located: Mariposa

2. U.S. Congressional District(s) Served:
   5th District of California

   U.S. Congressional District where principal office is located: 5th District

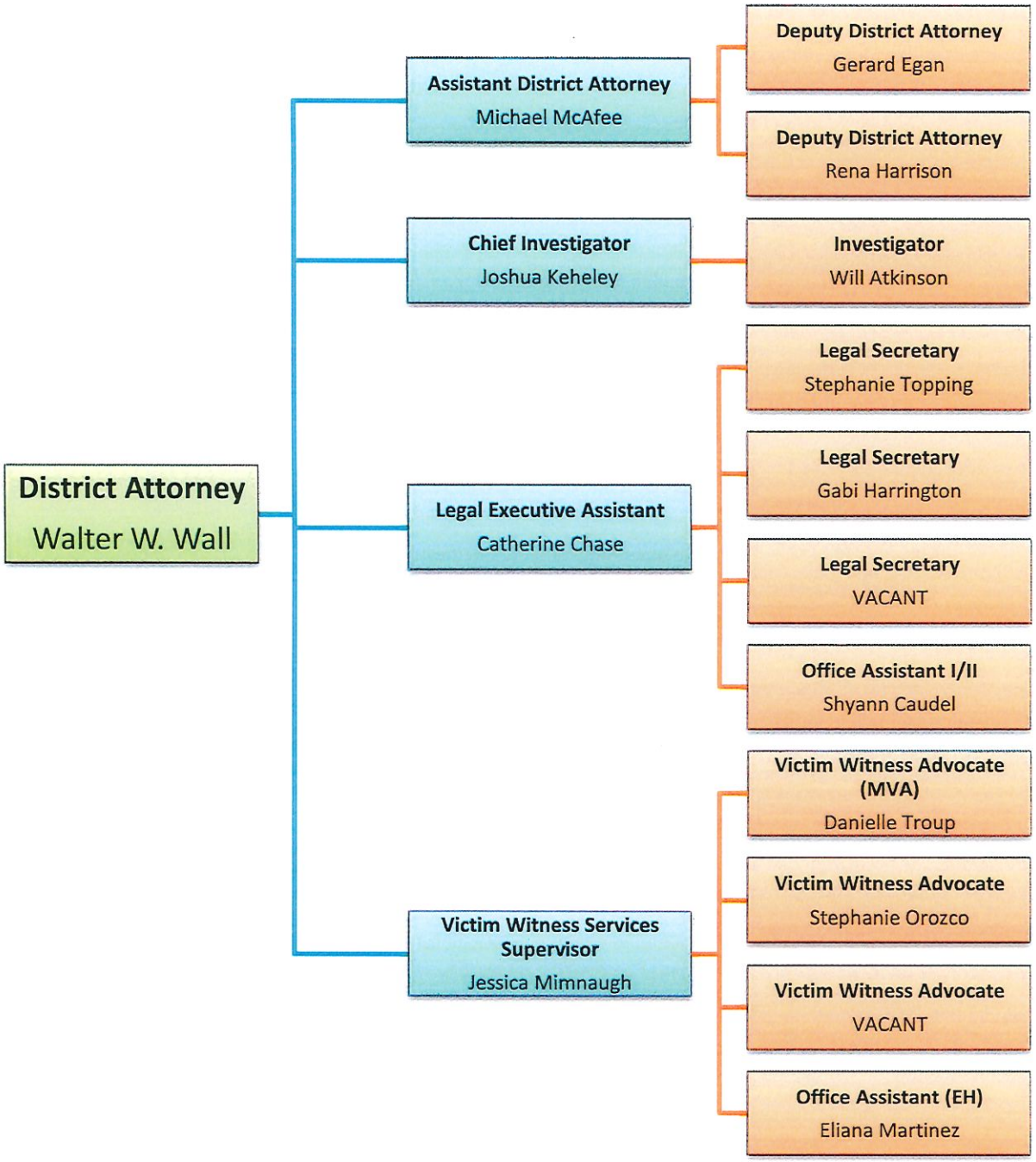
3. State Assembly District(s) Served:
   District 5

   State Assembly District where principal office is located: District 5

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

   State Senate District where principal office is located: District 4

5. Population of Service Area: 17,147


District Attorney
Walter W. Wall
Assistant District Attorney
Michael McAfee
Deputy District Attorney
Gerard Egan
Deputy District Attorney
Rena Harrison
Chief Investigator
Joshua Keheley
Investigator
Will Atkinson
Legal Executive Assistant
Catherine Chase
Legal Secretary
Stephanie Topping
Legal Secretary
Gabi Harrington
Legal Secretary
VACANT
Office Assistant I/II
Shyann Caudel
Victim Witness Services Supervisor
Jessica Mimnaugh
Victim Witness Advocate (MVA)
Danielle Troup
Victim Witness Advocate
Stephanie Orozco
Victim Witness Advocate
VACANT
Office Assistant (EH)
Eliana Martinez

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

Subrecipient: County of Mariposa	**UEI #** PNG4LUYEKK53	**FIPS #:**
Grant Disaster/Program Title: Violence Against Women Vertical Prosecution (VV) Program		
Performance Period: 01/01/24 **to** 09/30/24	**Subaward Amount Requested:** $ 270,060	
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?	$ 268,016
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?	Yes
9. Do you have a written plan to charge costs to grants?	Yes
10. Do you have written procurement policies?	Yes
11. Do you get multiple quotes or bids when buying items or services?	Always
12. How many years do you maintain receipts, deposits, cancelled checks, invoices?	>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, Mariposa County District Attorney	**Phone Number:** (209)966-3626
Cal OES Staff Only: SUBAWARD #	

Cal OES
GOVERNOR'S OFFICE OF EMERGENCY SERVICES

Petty Cash Victim Fund Certification

Grant Subaward #: _____

Subrecipient: County of Mariposa

I hereby certify the Subrecipient will adhere to the following:

- The Petty Cash Victim Fund and other grant funds will be tracked separately, each with its own account within the general ledger,
- The authority to disburse funds to victims from the Petty Cash Victim Fund will rest with the Grant Subaward Director and Financial Officer, or those identified on the Grant Subaward Signature Authorization Form (Cal OES Form 2-103),
- The identification and signature of the victim and the employee disbursing the fund, the date, the amount, and the reason for the request will be tracked,
- The amount of each disbursement will not exceed $500,
- The number of disbursements an individual victim may receive is limited to 5 per Subrecipient's fiscal year, and
- All funds not disbursed to victims during the Grant Subaward performance period will be returned to Cal OES.

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

Cal OES
GOVERNOR'S OFFICE
OF EMERGENCY SERVICES

Operational Agreement Summary

Grant Subaward #: _____

Subrecipient: County of Mariposa

Participating Agency/Organization/Individual	Date Signed	Time Frame of OA
1. Mountain Crisis Services	05/17/2023	01/01/24 to 12/31/24
2. Mariposa County Sheriff's Department	05/18/2023	01/01/24 to 12/31/24
3. Mariposa County Health and Human Services	05/18/2023	01/01/24 to 12/31/24
4. John C. Fremont Healthcare District	05/17/2023	01/01/24 to 12/31/24
5. Kene Me-Wu Family Healing Center	06/06/2023	01/01/24 to 12/31/24
6.		to
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MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-327

MEETING: June 20, 2023

TO: The Board of Supervisors

FROM: Walter Wall, District Attorney

RE: Adopt a Resolution Authorizing the District Attorney to Sign Any Grant Award Agreement, Amendments and/or Extensions to the Violence Against Women Vertical Prosecution Grant (Subject to Approval as to Legal Form by County Counsel)

RECOMMENDATION AND JUSTIFICATION

Adopt a Resolution Authorizing the District Attorney to Sign Any Grant Award Agreement, Amendments and/or Extensions to the Violence Against Women Vertical Prosecution Grant (Subject to Approval as to Legal Form by County Counsel.)

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

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board has approved other grants submitted by the District Attorney's Office, including the Victim Witness Program, for the past 31 years. Additionally, the Board has historically approved the District Attorney to have the Authority to enter into agreements, amendments and any extensions for the Victim Witness Services Assistance Grant Application in Resolution No. 2023-262 and is slated to review the Violence Against Women Vertical Prosecution Grant Proposal.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

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

FINANCIAL IMPACT

No financial impact.

ATTACHMENTS

1. **Resolution- Vertical Prosecution Grant 2024**

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District I Supervisor Rosemarie Smallcombe
SECONDER:	District II Supervisor Shannon Poe
AYES:	District II Supervisor Poe, District I Supervisor Smallcombe, District IV Supervisor Forsythe, District V Supervisor Menetrey, District III Supervisor Toso
ABSTAIN:	None

MARIPOSA COUNTY RESOLUTION NO. _____

Adopt a Resolution Authorizing the District Attorney to Sign Any Award, Amendments and Extensions to the 2024 Violence Against Women Vertical Prosecution (VV) Grant (Subject to Approval as to Legal Form by County Counsel).

WHEREAS, The California Office of Emergency Services has released a request for proposal for the Violence Against Women Vertical Prosecution (VV) Grant Program; and

WHEREAS, The Violence Against Women Act (VAWA) Victim Assistance Grant supports eligible victim assistance programs; and

WHEREAS, The Mariposa County District Attorney's Office submitted an proposal to the California Office of Emergency Services for the Violence Against Women Vertical Prosecution (VV) Grant Program; and

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

NOW THEREFORE BE IT FURTHER RESOLVED THAT, that the Mariposa County Board of Supervisors authorizes submittal of grant proposal to the California Office of Emergency Services Violence Against Women Vertical Prosecution (VV) Grant Program in the amount of $270,060 to run January 1, 2024 through December 31, 2024; and

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

PASSED AND ADOPTED by the Board of Supervisors of the County of Mariposa, a Political Subdivision of the State of California, at a regular meeting on June 20, 2023, by the following VOTE:

AYES:
NOES:
ABSENT:
ABSTAINED:

ATTEST:

APPROVED AS TO FORM:

_____
Steven W. Dahlem, County Counsel

_____
Rosemarie Smallcombe, Chairwoman

_____
Danielle Bondshu, Clerk of the Board

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-328

MEETING: June 20, 2023

TO: The Board of Supervisors

FROM: Joe Lynch, Director of Health and Human Services

RE: Approve the 2023 Emergency Supplemental Low Income Home Energy Assistance Program (ESLIHEAP) Agreement 23J-5725 and Certifications with the California Department of Community Services and Development (CSD) in an Amount not to Exceed $307,681 to Provide Energy Assistance Payments; and Authorize the Board of Supervisors Chair to Sign the Agreement, Certifications, and All Subsequent Amendments (Subject to Approval as to Legal Form by County Counsel)

RECOMMENDATION AND JUSTIFICATION

Approve the 2023 Emergency Supplemental Low Income Home Energy Assistance Program (ESLIHEAP) Agreement 23J-5725 and Certifications with the California Department of Community Services and Development (CSD) in an Amount not to Exceed $307,681 to Provide Energy Assistance Payments; and Authorize the Board of Supervisors Chair to Sign the Agreement, Certifications, and All Subsequent Amendments (Subject to Approval as to Legal Form by County Counsel).

The ESLIHEAP contract will mirror the 2023 Low Income Home Energy Assistance Program (LIHEAP) contract to include the following service components: Emergency Heating and Cooling Services, Utility Assistance, Wood, Propane and Oil Assistance (WPO), Weatherization, and all related support costs. The term of this agreement is effective April 15, 2023 through May 15, 2025.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board of Supervisors approved 2023 LIHEAP agreement on February 7, 2023 through Resolution Number 2023-69.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If this Agreement is not approved, Mariposa will lose the grant funds of $307,681 and the opportunity to provide Energy Assistance payments to serve an estimated 683 Mariposa County households and 1,598 persons under this grant agreement.

FINANCIAL IMPACT

There is no impact to the General Fund.

ATTACHMENTS

1. **2023_ESLIHEAP_Contract_23J-5725**
2. **CSD 279 FFATA - May 24 2023 (1)**

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District I Supervisor Rosemarie Smallcombe
SECONDER:	District II Supervisor Shannon Poe
AYES:	District II Supervisor Poe, District I Supervisor Smallcombe, District IV Supervisor Forsythe, District V Supervisor Menetrey, District III Supervisor Toso
ABSTAIN:	None

DocuSign Envelope ID: 84EB7164-B66C-4E24-9E72-15DD5FEEBC5A

State of California-Health and Human Services Agency
DEPARTMENT OF COMMUNITY SERVICES AND DEVELOPMENT
2389 Gateway Oaks Drive, Suite 100, Sacramento, CA 95833
Telephone: (916) 576-7109 | Fax: (916) 263-1406
www.csd.ca.gov

DAVID SCRIBNER
DIRECTOR

GAVIN NEWSOM
GOVERNOR

Dear Executive Director:

The purpose of this letter is to provide information regarding the issuance of your organization's 2023 Emergency Supplemental Low Income Home Energy Assistance Program (ESLIHEAP) contract. The ESLIHEAP contract term is April 15, 2023 - May 31, 2025, and incorporates a 99 percent expenditure benchmark by May 31, 2025.

The ESLIHEAP contract will mirror the 2023 Low Income Home Energy Assistance Program (LIHEAP) contract to include the following service components: Emergency Heating and Cooling Services, Utility Assistance, Wood, Propane and Oil Assistance (WPO), Weatherization, and all related support costs. Please note the ESLIHEAP contract incorporates the service provision for Tank Repair as part of WPO Assistance for consistency with CSD's Program Notice CPA-E-21-04 and the Expenditure Activity Reporting System. However, this contract does not incorporate the standard expenditure performance rating and allocation distribution provisions reflected in the 2023 LIHEAP contract.

It is through the continued collaboration and commitment between CSD and your agency that permits us all to effectively and efficiently administer critical programs and services designed to strengthen the economic security of vulnerable Californians.

Sincerely,

DAVID SCRIBNER, ESQ.
Director

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STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT STD. 213 (Rev 03/2019) CSD (Rev 07/2019)	AGREEMENT NUMBER **23J-5725**	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
County of Mariposa

2. The term of this Agreement is: April 15, 2023 through May 31, 2025

3. The maximum amount of this Agreement is: Total $307,681.00

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, Procedure
Article 3 - Contract Changes
Article 4 - Administrative Policies and Procedures
Article 5 - Administrative and Program Expenditures Requirement
Article 6 - Reporting Policies and Procedures
Article 7 - Program Policies and Procedures
Article 8 - Program Implementation
Article 9 - Training, Licensing, and Certifications
Article 10 - Compliance Policies and Procedures
Article 11 - Federal and State Policy Provisions
Article 12 - General Terms and Conditions GTC 04/2017
Article 13 - Definitions
Article 14 - Table of Forms and Documents Incorporated by Reference

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.)* **County of Mariposa**				
CONTRACTOR BUSINESS ADDRESS, CITY, STATE ZIP P.O. Box 99, Mariposa, CA 95338				
PRINTED NAME OF PERSON SIGNING		TITLE		
CONTRACTOR AUTHORIZED SIGNATURE		DATE SIGNED		**I hereby certify that all conditions for exemption have been complied with, and the document is exempt from the Department of General Services approval.**
STATE OF CALIFORNIA				
CONTRACTING AGENCY NAME **Department of Community Services and Development**				
CONTRACTING AGENCY ADDRESS **2389 Gateway Oaks Drive, Suite 100**	CITY **Sacramento**	STATE **CA**	ZIP **95833**	
PRINTED NAME OF PERSON SIGNING **Chris Vail**	TITLE **Chief Financial Officer**			
CONTRACTING AGENCY AUTHORIZED SIGNATURE		DATE SIGNED		

DocuSign Envelope ID: 84EB7164-B66C-4E24-9E72-15DD5FEEBC5A

2023 ESLIHEAP 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 within 30 days (45 days for public agencies). 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):

- ☐ ESLIHEAP Production Plan (CSD 622)
- ☐ CSD 143 Working Capital Advance (located under forms tab on the Local Agencies Portal). Submit the form to EARS.Reports@CSD.CA.GOV?

Please return completed contract packets within 30 days (45 days for public agencies)

All forms are located on the Local Agencies Portal at https://agencies.csd.ca.gov.

DocuSign Envelope ID: 84EB7164-B66C-4E24-9E72-15DD5FEEBC5A

EMERGENCY SUPPLEMENTAL ALLOCATION SPREADSHEET

State of California
Department of Community Services and Development
Total 2023 LIHEAP Emergency Supplemental Contract Facesheet

County/Service Territory	Contract Number	Direct Services: Weatherization: Initial WX Program	Direct Services: Weatherization: Delayed WX Program	Direct Services: Weatherization: WX Program Subtotal	Direct Services: Administration/Assurance 16/ECIP/HEAP: Allowable Admin	Direct Services: Administration/Assurance 16/ECIP/HEAP: Allowable A16	Direct Services: Administration/Assurance 16/ECIP/HEAP: ECIP/HEAP Program	Direct Services: Administration/Assurance 16/ECIP/HEAP: Admin/A16/ ECIP/HEAP Subtotal	Utility Assistance: ECIP FT/HEAP G&E Program Subtotal	Total Contract Allocation
1 Alameda County - Spectrum Community Services, Inc.	23J-5705	476,145	317,430	793,575	158,715	158,715	838,016	1,155,446	1,066,566	3,015,587
2 Amador/Tuolumne Service Territory - Amador-Tuolumne CAA										
Amador County		27,737	18,491	46,228	9,246	9,246	42,159	60,651	68,786	175,665
Calaveras County		41,032	27,355	68,387	13,677	13,677	77,141	104,495	86,989	259,871
Tuolumne County		77,559	51,706	129,265	25,853	25,853	136,503	188,209	173,731	491,205
Service Territory Total	23J-5706	146,328	97,552	243,880	48,776	48,776	255,803	353,355	329,506	926,741
3 Butte County - CAA of Butte County, Inc.	23J-5707	264,261	176,174	440,435	88,087	88,087	687,079	863,253	369,966	1,673,654
4 Colusa Service Territory - Glenn County Community Action Department										
Colusa County		16,716	11,144	27,860	5,572	5,572	21,397	32,541	45,469	105,870
Glenn County		23,751	15,834	39,585	7,917	7,917	33,251	49,085	61,752	150,422
Trinity County		17,647	11,764	29,411	5,882	5,882	56,470	68,234	14,117	111,762
Service Territory Total	23J-5708	58,114	38,742	96,856	19,371	19,371	111,118	149,860	121,338	368,054
5 Contra Costa Co. - Contra Costa Employment & Human Services Dept/CSB	23J-5709	407,770	271,846	679,616	135,923	135,923	326,216	598,062	1,304,863	2,582,541
6 Del Norte County - Del Norte Senior Center, Inc.	23J-5710	80,375	53,583	133,958	26,792	26,792	180,039	233,623	141,460	509,041
7 El Dorado Service Territory - El Dorado Co. Health & Human Services Agency										
Alpine County		3,196	2,131	5,327	1,065	1,065	7,544	9,674	5,243	20,244
El Dorado County		226,867	151,245	378,112	75,622	75,622	535,407	686,651	372,062	1,436,825
Service Territory Total	23J-5711	230,063	153,376	383,439	76,687	76,687	542,951	696,325	377,305	1,457,069
8 Fresno County - Fresno County Economic Opportunities Commission	23J-5712	940,812	627,208	1,568,020	313,604	313,604	564,487	1,191,695	3,198,761	5,958,476
9 Humboldt Service Territory - Redwood CAA										
Humboldt County		198,250	132,167	330,417	66,083	66,083	333,060	465,226	459,941	1,255,584
Modoc Co. (WEATHERIZATION/ASSURANCE 16)		21,106	14,071	35,177	2,150	3,518	0	5,668	0	40,845
Service Territory Total	23J-5713	219,356	146,238	365,594	68,233	69,601	333,060	470,894	459,941	1,296,429
10 Imperial Service Territory - Campesinos Unidos, Inc.										
Imperial County		93,552	62,368	155,920	31,184	31,184	97,294	159,662	276,915	592,497
San Diego County - Area A		512,540	341,693	854,233	170,847	170,847	430,534	772,228	1,619,627	3,246,088
Service Territory Total	23J-5714	606,092	404,061	1,010,153	202,031	202,031	527,828	931,890	1,896,542	3,838,585
11 Inyo Service Territory - Inyo Mono Advocates for Community Action, Inc.										
Inyo County		21,260	14,174	35,434	7,087	7,087	62,080	76,254	22,961	134,649
Mono County		26,724	17,816	44,540	8,908	8,908	94,069	111,885	12,828	169,253
Service Territory Total	23J-5715	47,984	31,990	79,974	15,995	15,995	156,149	188,139	35,789	303,902
12 Kern County - Community Action Partnership of Kern	23J-5716	857,776	571,851	1,429,627	285,925	285,925	789,154	1,361,004	2,641,952	5,432,583
13 Kings County - Kings Community Action Organization, Inc.	23J-5717	116,275	77,517	193,792	38,758	38,758	167,437	244,953	297,665	736,410
14 Lake Service Territory - North Coast Energy Services, Inc.										
Lake County		114,218	76,145	190,363	38,073	38,073	223,868	300,014	233,005	723,382
Mendocino County		137,913	91,942	229,855	45,971	45,971	198,595	290,537	353,057	873,449
Napa County		57,252	38,168	95,420	19,084	19,084	84,733	122,901	144,275	362,596
Solano County		150,432	100,288	250,720	50,144	50,144	90,259	190,547	511,469	952,736
Sonoma County		240,652	160,435	401,087	80,217	80,217	375,417	535,851	587,190	1,524,128
Yolo County		120,148	80,099	200,247	40,049	40,049	153,789	233,887	326,803	760,937
Service Territory Total	23J-5718	820,615	547,077	1,367,692	273,538	273,538	1,126,661	1,673,737	2,155,799	5,197,228
15 Lassen County - Lassen Economic Development Corporation	23J-5719	62,100	41,400	103,500	20,700	20,700	203,690	245,090	44,713	393,303
Los Angeles County										
16 Area A - Maravilla Foundation	23J-5720	1,530,293	1,020,194	2,550,487	510,099	510,099	2,264,830	3,285,028	3,856,333	9,691,848
17 Area B - Pacific Asian Consortium in Employment	23J-5721	1,081,756	721,171	1,802,927	360,585	360,585	865,405	1,586,575	3,461,619	6,851,121
18 Area C - Long Beach Community Action Partnership	23J-5722	943,751	629,167	1,572,918	314,584	314,584	604,001	1,233,169	3,171,003	5,977,090
19 Madera County - Community Action Partnership of Madera County, Inc.	23J-5723	125,870	83,913	209,783	41,957	41,957	105,730	189,644	397,747	797,174
20 Marin County - Community Action Marin (NON WEATHERIZATION/ASSURANCE 16)	23J-5724	0	0	0	19,531	19,531	79,687	118,749	252,343	371,092
21 Mariposa County - Mariposa County Human Services Department	23J-5725	48,581	32,387	80,968	16,194	16,194	116,595	148,983	77,730	307,681

EMERGENCY SUPPLEMENTAL ALLOCATION SPREADSHEET

State of California
Department of Community Services and Development
Total 2023 LIHEAP Emergency Supplemental Contract Facesheet

	County/Service Territory	Contract Number	Direct Services: Weatherization: Initial WX Program	Direct Services: Weatherization: Delayed WX Program	Direct Services: Weatherization: WX Program Subtotal	Direct Services: Administration/Assurance 16/ECIP/HEAP: Allowable Admin	Direct Services: Administration/Assurance 16/ECIP/HEAP: Allowable A16	Direct Services: Administration/Assurance 16/ECIP/HEAP: ECIP/HEAP Program	Direct Services: Administration/Assurance 16/ECIP/HEAP: Admin/A16/ ECIP/HEAP Subtotal	Utility Assistance: ECIP FT/HEAP G&E Program Subtotal	Total Contract Allocation
22	Merced County - Merced County CAA	23J-5726	235,938	157,292	393,230	78,646	78,646	198,188	355,480	745,562	1,494,272
23	Modoc - T.E.A.C.H. Inc. (NON WEATHERIZATION/ASSURANCE 16)	23J-5727	0	0	0	4,885	3,517	47,278	55,680	37,147	92,827
24	Orange County - Community Action Partnership of Orange County	23J-5728	627,698	418,465	1,046,163	209,233	209,233	903,884	1,322,350	1,606,906	3,975,419
25	Placer Service Territory - Project GO, Inc.										
	Nevada County		151,715	101,143	252,858	50,572	50,572	394,458	495,602	212,400	960,860
	Placer County		178,742	119,162	297,904	59,581	59,581	278,838	398,000	436,131	1,132,035
	Service Territory Total	23J-5729	330,457	220,305	550,762	110,153	110,153	673,296	893,602	648,531	2,092,895
26	Plumas Service Territory - Plumas Co. Community Development Commission										
	Plumas County		45,280	30,187	75,467	15,093	15,093	146,707	176,893	34,413	286,773
	Sierra County		8,190	5,460	13,650	2,730	2,730	25,555	31,015	7,208	51,873
	Service Territory Total	23J-5730	53,470	35,647	89,117	17,823	17,823	172,262	207,908	41,621	338,646
27	Riverside County - Community Action Partnership of Riverside County	23J-5731	984,311	656,207	1,640,518	328,104	328,104	866,194	1,522,402	3,071,050	6,233,970
28	Sacramento Service Territory - Community Resource Project, Inc.										
	Sacramento County		745,676	497,117	1,242,793	248,559	248,559	1,043,947	1,541,065	1,938,758	4,722,616
	Sutter County		65,971	43,981	109,952	21,990	21,990	92,359	136,339	171,525	417,816
	Yuba County		72,849	48,566	121,415	24,283	24,283	119,473	168,039	171,925	461,379
	Service Territory Total	23J-5732	884,496	589,664	1,474,160	294,832	294,832	1,255,779	1,845,443	2,282,208	5,601,811
29	San Benito Co. - HHSA, Comm. Svcs. & Wkfs. Dev. (NON WEATHERIZATION/A16)	23J-5733	0	0	0	7,521	7,521	21,736	36,778	106,122	142,900
30	San Bernardino County - Community Action Partnership of San Bernardino Co.	23J-5734	980,686	653,791	1,634,477	326,895	326,895	1,216,052	1,869,842	2,706,695	6,211,014
31	San Diego County - Area B - Metropolitan Area Advisory Committee	23J-5735	241,325	160,883	402,208	80,442	80,442	472,997	633,881	492,304	1,528,393
32	San Joaquin Co. - San Joaquin Co. Dept. of Aging & Community Services	23J-5736	450,057	300,038	750,095	150,019	150,019	270,034	570,072	1,530,191	2,850,358
33	San Luis Obispo Co. - Community Action Partnership of San Luis Obispo Co., Inc.	23J-5737	122,449	81,633	204,082	40,816	40,816	240,001	321,633	249,796	775,511
34	Santa Barbara Co. - Community Action Commission of Santa Barbara County	23J-5738	199,256	132,837	332,093	66,419	66,419	557,915	690,753	239,106	1,261,952
35	Santa Clara Co. - Sacred Heart Community Service (NON WEATHERIZATION/A16)	23J-5739	0	0	0	110,558	110,558	375,895	597,011	1,503,582	2,100,593
36	Santa Cruz Service Territory - Central Coast Energy Services, Inc.										
	Monterey County		253,750	169,166	422,916	84,583	84,583	213,150	382,316	801,849	1,607,081
	San Francisco County		228,028	152,019	380,047	76,009	76,009	145,938	297,956	766,175	1,444,178
	San Mateo County		196,453	130,969	327,422	65,484	65,484	149,304	280,272	636,507	1,244,201
	Santa Cruz County		151,783	101,189	252,972	50,594	50,594	127,498	228,686	479,636	961,294
	Marin County (WEATHERIZATION/ASSURANCE 16)		83,007	55,338	138,345	8,138	8,138	0	16,276	0	154,621
	San Benito County (WEATHERIZATION/ASSURANCE 16)		31,965	21,310	53,275	3,134	3,134	0	6,268	0	59,543
	Santa Clara County (WEATHERIZATION/ASSURANCE 16/EHCS)		479,459	319,639	799,098	49,262	49,262	38,357	136,881	0	935,979
	Service Territory Total	23J-5740	1,424,445	949,630	2,374,075	337,204	337,204	674,247	1,348,655	2,684,167	6,406,897
37	Shasta/Tehama Service Territory - Self-Help Home Improvement Project, Inc.										
	Shasta County		203,664	135,776	339,440	67,888	67,888	431,769	567,545	382,889	1,289,874
	Tehama County		86,577	57,718	144,295	28,859	28,859	183,542	241,260	162,764	548,319
	Service Territory Total	23J-5741	290,241	193,494	483,735	96,747	96,747	615,311	808,805	545,653	1,838,193
38	Siskiyou County - Great Northern Services	23J-5742	146,153	97,436	243,589	48,718	48,718	309,845	407,281	274,768	925,638
39	Stanislaus County - Central Valley Opportunity Center, Incorporated	23J-5743	391,338	260,892	652,230	130,446	130,446	281,763	542,655	1,283,587	2,478,472
40	Tulare County - Community Services & Employment Training, Inc.	23J-5744	541,873	361,249	903,122	180,624	180,624	650,247	1,011,495	1,517,244	3,431,861
41	Ventura County - Community Action of Ventura County, Inc.	23J-5745	249,570	166,380	415,950	83,190	83,190	289,501	455,881	708,779	1,580,610
	TOTALS		17,218,080	11,478,720	28,696,800	5,739,360	5,739,360	20,938,361	32,417,081	47,933,960	109,047,841

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EMERGENCY SUPPLEMENTAL ALLOCATION SPREADSHEET

State of California
Department of Community Services and Development
Total 2023 LIHEAP Emergency Supplemental Contract
Facesheet

County/Service Territory	Initial WX Intake 8%	Initial WX Outreach 5%	Initial WX Training 5%	Approved Waiver Total WX Intake 8%	Approved Waiver Total WX Outreach 5%	Approved Waiver Total WX Training 5%	ECIP/HEAP Intake 8%	ECIP/HEAP Outreach 5%	ECIP/HEAP Training 2%
1 Alameda County - Spectrum Community Services, Inc.	38,092	23,807	23,807	63,486	39,679	39,679	152,367	95,229	38,092
2 Amador/Tuolumne Service Territory - Amador-Tuolumne CAA									
Amador County	2,219	1,387	1,387	3,698	2,311	2,311	8,876	5,547	2,219
Calaveras County	3,283	2,052	2,052	5,471	3,419	3,419	13,130	8,207	3,283
Tuolumne County	6,205	3,878	3,878	10,341	6,463	6,463	24,819	15,512	6,205
Service Territory Total	11,707	7,317	7,317	19,510	12,193	12,193	46,825	29,266	11,707
3 Butte County - CAA of Butte County, Inc.	21,141	13,213	13,213	35,235	22,022	22,022	84,564	52,852	21,141
4 Colusa Service Territory - Glenn County Community Action Department									
Colusa County	1,337	836	836	2,229	1,393	1,393	5,349	3,343	1,337
Glenn County	1,900	1,188	1,188	3,167	1,979	1,979	7,600	4,750	1,900
Trinity County	1,412	882	882	2,353	1,471	1,471	5,647	3,529	1,412
Service Territory Total	4,649	2,906	2,906	7,749	4,843	4,843	18,596	11,622	4,649
5 Contra Costa Co. - Contra Costa Employment & Human Services Dept/CSB	32,622	20,389	20,389	54,369	33,981	33,981	130,486	81,554	32,622
6 Del Norte County - Del Norte Senior Center, Inc.	6,430	4,019	4,019	10,717	6,698	6,698	25,720	16,075	6,430
7 El Dorado Service Territory - El Dorado Co. Health & Human Services Agency									
Alpine County	256	160	160	426	266	266	1,023	639	256
El Dorado County	18,149	11,343	11,343	30,249	18,906	18,906	72,598	45,373	18,149
Service Territory Total	18,405	11,503	11,503	30,675	19,172	19,172	73,621	46,012	18,405
8 Fresno County - Fresno County Economic Opportunities Commission	75,265	47,041	47,041	125,442	78,401	78,401	301,060	188,162	75,265
9 Humboldt Service Territory - Redwood CAA									
Humboldt County	15,860	9,913	9,913	26,433	16,521	16,521	63,440	39,650	15,860
Modoc Co. (WEATHERIZATION/ASSURANCE 16)	1,688	1,055	1,055	2,814	1,759	1,759	0	0	0
Service Territory Total	17,548	10,968	10,968	29,247	18,280	18,280	63,440	39,650	15,860
10 Imperial Service Territory - Campesinos Unidos, Inc.									
Imperial County	7,484	4,678	4,678	12,474	7,796	7,796	29,937	18,710	7,484
San Diego County - Area A	41,003	25,627	25,627	68,339	42,712	42,712	164,013	102,508	41,003
Service Territory Total	48,487	30,305	30,305	80,813	50,508	50,508	193,950	121,218	48,487
11 Inyo Service Territory - Inyo Mono Advocates for Community Action, Inc.									
Inyo County	1,701	1,063	1,063	2,835	1,772	1,772	6,803	4,252	1,701
Mono County	2,138	1,336	1,336	3,563	2,227	2,227	8,552	5,345	2,138
Service Territory Total	3,839	2,399	2,399	6,398	3,999	3,999	15,355	9,597	3,839
12 Kern County - Community Action Partnership of Kern	68,622	42,889	42,889	114,370	71,481	71,481	274,488	171,555	68,622
13 Kings County - Kings Community Action Organization, Inc.	9,302	5,814	5,814	15,503	9,690	9,690	37,208	23,255	9,302
14 Lake Service Territory - North Coast Energy Services, Inc.									
Lake County	9,137	5,711	5,711	15,229	9,518	9,518	36,550	22,844	9,137
Mendocino County	11,033	6,896	6,896	18,388	11,493	11,493	44,132	27,583	11,033
Napa County	4,580	2,863	2,863	7,634	4,771	4,771	18,321	11,450	4,580
Solano County	12,035	7,522	7,522	20,058	12,536	12,536	48,138	30,086	12,035
Sonoma County	19,252	12,033	12,033	32,087	20,054	20,054	77,009	48,130	19,252
Yolo County	9,612	6,007	6,007	16,020	10,012	10,012	38,447	24,030	9,612
Service Territory Total	65,649	41,032	41,032	109,416	68,384	68,384	262,597	164,123	65,649
15 Lassen County - Lassen Economic Development Corporation	4,968	3,105	3,105	8,280	5,175	5,175	19,872	12,420	4,968
Los Angeles County									
16 Area A - Maravilla Foundation	122,423	76,515	76,515	204,039	127,524	127,524	489,693	306,058	122,423
17 Area B - Pacific Asian Consortium in Employment	86,540	54,088	54,088	144,234	90,146	90,146	346,162	216,351	86,540
18 Area C - Long Beach Community Action Partnership	75,500	47,188	47,188	125,833	78,646	78,646	302,000	188,750	75,500
19 Madera County - Community Action Partnership of Madera County, Inc.	10,070	6,294	6,294	16,783	10,489	10,489	40,278	25,174	10,070
20 Marin County - Community Action Marin (NON WEATHERIZATION/ASSURANCE 16)	0	0	0	0	0	0	26,562	16,602	6,641
21 Mariposa County - Mariposa County Human Services Department	3,886	2,429	2,429	6,477	4,048	4,048	15,546	9,716	3,887

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EMERGENCY SUPPLEMENTAL ALLOCATION SPREADSHEET

State of California
Department of Community Services and Development
Total 2023 LIHEAP Emergency Supplemental Contract
Facesheet

	County/Service Territory	Initial WX Intake 8%	Initial WX Outreach 5%	Initial WX Training 5%	Approved Waiver Total WX Intake 8%	Approved Waiver Total WX Outreach 5%	Approved Waiver Total WX Training 5%	ECIP/HEAP Intake 8%	ECIP/HEAP Outreach 5%	ECIP/HEAP Training 2%
22	Merced County - Merced County CAA	18,875	11,797	11,797	31,458	19,662	19,662	75,500	47,188	18,875
23	Modoc - T.E.A.C.H. Inc. (NON WEATHERIZATION/ASSURANCE 16)	0	0	0	0	0	0	6,754	4,221	1,689
24	Orange County - Community Action Partnership of Orange County	50,216	31,385	31,385	83,693	52,308	52,308	200,863	125,540	50,216
25	Placer Service Territory - Project GO, Inc.									
	Nevada County	12,137	7,586	7,586	20,229	12,643	12,643	48,549	30,343	12,137
	Placer County	14,299	8,937	8,937	23,832	14,895	14,895	57,198	35,748	14,299
	Service Territory Total	26,436	16,523	16,523	44,061	27,538	27,538	105,747	66,091	26,436
26	Plumas Service Territory - Plumas Co. Community Development Commission									
	Plumas County	3,622	2,264	2,264	6,037	3,773	3,773	14,490	9,056	3,622
	Sierra County	655	410	410	1,092	683	683	2,621	1,638	655
	Service Territory Total	4,277	2,674	2,674	7,129	4,456	4,456	17,111	10,694	4,277
27	Riverside County - Community Action Partnership of Riverside County	78,745	49,216	49,216	131,241	82,026	82,026	314,980	196,862	78,745
28	Sacramento Service Territory - Community Resource Project, Inc.									
	Sacramento County	59,654	37,284	37,284	99,423	62,140	62,140	238,616	149,135	59,654
	Sutter County	5,278	3,299	3,299	8,796	5,498	5,498	21,111	13,194	5,278
	Yuba County	5,828	3,642	3,642	9,713	6,071	6,071	23,312	14,570	5,828
	Service Territory Total	70,760	44,225	44,225	117,932	73,709	73,709	283,039	176,899	70,760
29	San Benito Co. - HHSA, Comm. Svcs. & Wkfs. Dev. (NON WEATHERIZATION/A16)	0	0	0	0	0	0	10,229	6,393	2,557
30	San Bernardino County - Community Action Partnership of San Bernardino Co.	78,455	49,034	49,034	130,758	81,724	81,724	313,820	196,137	78,455
31	San Diego County - Area B - Metropolitan Area Advisory Committee	19,306	12,066	12,066	32,177	20,110	20,110	77,224	48,265	19,306
32	San Joaquin Co. - San Joaquin Co. Dept. of Aging & Community Services	36,005	22,503	22,503	60,008	37,505	37,505	144,018	90,011	36,005
33	San Luis Obispo Co. - Community Action Partnership of San Luis Obispo Co., Inc.	9,796	6,122	6,122	16,327	10,204	10,204	39,184	24,490	9,796
34	Santa Barbara Co. - Community Action Commission of Santa Barbara County	15,940	9,963	9,963	26,567	16,605	16,605	63,762	39,851	15,940
35	Santa Clara Co. - Sacred Heart Community Service (NON WEATHERIZATION/A16)	0	0	0	0	0	0	150,358	93,974	37,590
36	Santa Cruz Service Territory - Central Coast Energy Services, Inc.									
	Monterey County	20,300	12,688	12,688	33,833	21,146	21,146	81,200	50,750	20,300
	San Francisco County	18,242	11,401	11,401	30,404	19,002	19,002	72,969	45,606	18,242
	San Mateo County	15,716	9,823	9,823	26,194	16,371	16,371	62,865	39,291	15,716
	Santa Cruz County	12,143	7,589	7,589	20,238	12,649	12,649	48,571	30,357	12,143
	Marin County (WEATHERIZATION/ASSURANCE 16)	6,641	4,150	4,150	11,068	6,917	6,917	0	0	0
	San Benito County (WEATHERIZATION/ASSURANCE 16)	2,557	1,598	1,598	4,262	2,664	2,664	0	0	0
	Santa Clara County (WEATHERIZATION/ASSURANCE 16/EHCS)	38,357	23,973	23,973	63,928	39,955	39,955	3,069	1,918	767
	Service Territory Total	113,956	71,222	71,222	189,927	118,704	118,704	268,674	167,922	67,168
37	Shasta/Tehama Service Territory - Self-Help Home Improvement Project, Inc.									
	Shasta County	16,293	10,183	10,183	27,155	16,972	16,972	65,173	40,733	16,293
	Tehama County	6,926	4,329	4,329	11,544	7,215	7,215	27,704	17,315	6,926
	Service Territory Total	23,219	14,512	14,512	38,699	24,187	24,187	92,877	58,048	23,219
38	Siskiyou County - Great Northern Services	11,692	7,308	7,308	19,487	12,179	12,179	46,769	29,231	11,692
39	Stanislaus County - Central Valley Opportunity Center, Incorporated	31,307	19,567	19,567	52,178	32,612	32,612	125,228	78,268	31,307
40	Tulare County - Community Services & Employment Training, Inc.	43,350	27,094	27,094	72,250	45,156	45,156	173,399	108,375	43,350
41	Ventura County - Community Action of Ventura County, Inc.	19,966	12,479	12,479	33,276	20,798	20,798	79,862	49,914	19,966
	TOTALS	1,377,446	860,911	860,911	2,295,744	1,434,842	1,434,842	5,509,788	3,443,615	1,377,448

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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 beforethe 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 *(person responsible for completing thisform)*	Name:	
	Title:	
	E-Mail:	
	Phone:	
Location of Agency	Mailing Address:	
	State:	
	Zip + 4 Digits (+4 digit is required)	
	U.S. Congressional District:	
	State Assembly District:	
	State Senate District:	

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Department of Community Services and Development
CSD 279 (Rev. 4/2022)

Place of Performance *(where program funds are primarily spent, if different from agency location above)*	Mailing Address:	
	State:	
	Zip + 4 Digits (+4 digit is required)	
	U.S. Congressional District:	
	State Assembly District:	
	State Senate District:	
Agency (Sub-Awardee) Executive Compensation Reporting	Is more than 80% of your agency's annual gross revenue from the Federal government? ☐ Yes ☐ No (If YES, continue to the next question. **If NO, you are now finished completing this form.**)	
	Does your agency's total annual federal funding exceed $25 million? ☐ Yes ☐ No (If YES, continue to the next question. **If NO, you are now finished completing this form.**)	
	Is your agency one of the entities described below? ☐ Yes ☐ No ▪ A tax-exempt nonprofit entity required to file an annual Form 990 return with the Internal Revenue Service (IRS). ▪ A publicly owned corporation required to file annual reports with the Securities and Exchange Commission (SEC).	
	(If NO, please list the names and compensation of your agency's top five highest compensated employees in the spaces below. If YES, you are now finished completing this form.)	
Five Highest Compensated Executives/Employees	Name	
	Compensation	
	Name	
	Compensation	
	Name	
	Compensation	
	Name	
	Compensation	
	Name	
	Compensation	

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Description of Information Requested

Place of Performance

Address represents where the prime recipient is performing the majority of work funded. If the award fundsmultiple 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 aregreater than $25 million annually; and

b) Compensation information is not readily available through reporting to the to the IRS on a Form 990 (section6104 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/

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CERTIFICATION REGARDING LOBBYING

DEPARTMENT OF HEALTH AND HUMAN SERVICES
FAMILY SUPPORT ADMINISTRATION

PROGRAM: **LIHEAP Emergency Supplemental**

PERIOD: **April 15, 2023 through May 31, 2025**

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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

(3) The undersigned shall require that the language of this certification be included in the award document for subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Title	**Signature**
Agency/Organization	**Date**

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DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB
0348-0046

Complete the form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

1. Type of Federal Action:	2. Status of Federal Action:	3. Report Type:
☐ a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	☐ a. bid/offer/application b. initial award c. post-award	☐ a. initial filing b. material change For Material Change Only: year _____ quarter date of Last report

4. Name and Address of Reporting Entity:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:
☐ Prime ☐ Subawardee Tier _____, *if known:* Congressional District, *if known:*	Congressional District, *if known:*
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, *If applicable:*
8. Federal Action Number, *if known:*	9. Award Amount, *if known:* $
10. a. Name address of Lobbying Entity *(if individual, last name, first, name, MI):*	b. Individuals Performing Services *(including address if different from No. 10a) (last name, first name, MI):*

(attach Continuation Sheet(s) SF-LLL-A, *if necessary*)

11. Amount of Payment *(check all that apply)*:	13. Type of Payment *(check all that apply)*:
$ _____ ☐ actual ☐ planned	☐ a. retainer ☐ b. one-time fee ☐ c. commission ☐ d. contingent fee ☐ e. deferred ☐ f. other; specify:
12. Form of Payment *(check all that apply)*: ☐ a. cash ☐ b. in-kind; specify: nature value	

14. Brief Description of Services Performed or to be Performed and Date(s) of Services, including officer(s), employee(s), or Member(s), contacted, for Payment indicated in Item 11:

(attach Continuation Sheet(s) SF-LLL-A, *if necessary*)

15. Continuation Sheet(s) SF-LLL-A attached: ☐ Yes ☐ No

16	
Information requested through this form is authorized by Title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1353. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty for not less than $10,000 and not more than $100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____

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DISCLOSURE OF LOBBYING ACTIVITIES

CONTINUATION SHEET

Approved by OMB
0348-0046

Reporting Entity: _____ **Page** _____ **of**

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INSTRUCTION FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. **Identity the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.**

2. **Identify the status of the covered Federal action.**

3. **Identify the appropriate classification of this report. If this is a 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.

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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*
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	*Executed in the County of*

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 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

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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,

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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))

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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, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

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SUBVENTION CONTRACT

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SUBVENTION CONTRACT

PREAMBLE

This subvention contract, for the implementation of the Emergency Supplemental Low-Income Home Energy Assistance Program (ESLIHEAP) in program year 2023 ("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 Weatherization (WX) assistance, Home Energy Assistance Program (HEAP) assistance, and Energy Crisis Intervention Program (ECIP) assistance to eligible participants residing in the service area described in Section 1.2, pursuant to all applicable federal and state statutes and regulations of Public Law 117-180, Division A, section 146 Continuing Appropriations Act, 2023 as Emergency Supplemental Funding for the 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 ESLIHEAP 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 ESLIHEAP Catalog of Federal Domestic Assistance number is 93.568. The award is fully 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 2023 ESLIHEAP Contract Numbers, Contractors, and Service Territories listing may be accessed at under the Supporting Documents section at https://agencies.csd.ca.gov/home/Energy/Pages/Contracts.aspx.

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1.2.2 Contractors that provide services in Los Angeles and San Diego counties shall refer to the ZIP Codes listing located under the Supporting Documents section 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).

1.3.2 The contract amount as represented on Form STD. 213 consists of Contractor's total allocation to include the "Direct Services" and "Utility Assistance" portions attributable to Contractor's service area(s).

1.3.3 Direct Services and Utility Assistance funding, as defined in Article 13, that are allocated to Contractor, shall be expended, reported, and accounted for in accordance with the provisions of this Contract.

1.4 Service Area Expenditure Requirements

Contractor shall be subject to special expenditure requirements as provided in Article 5, Section 5.7 of the Contract, if any of the following pertain:

1.4.1 This Contract involves funding for ESLIHEAP services provided by Contractor in multiple counties or service areas; or

1.4.2 Contractor has additional contracts with CSD for the provision of ESLIHEAP or United States Department of Energy, Weatherization Assistance Program (DOE WAP) services in counties or service areas other than the county or service area to which this Contract applies.

1.5 Program Authorities – Requirements, Standards and Guidance

1.5.1 All services and activities are to be provided in accordance with applicable federal, state, and local laws and regulations, which may be amended; including, but not limited to, the following:

1.5.1.1 The Low-Income Home Energy Assistance Act of 1981 (42 USC §§ 8621 et seq.), and the Low-Income Home Energy Assistance Program regulations (45 CFR Part 96, Subpart H);

1.5.1.2 The California Government Code (Cal. Gov. Code) §§ 16367.5 et seq., as amended, and Low-Income Home Energy Assistance Program

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Regulations (Title 22 of the California Code of Regulations (CCR) §§ 100800 et seq.); and

1.5.1.3 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 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 ESLIHEAP, 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 ESLIHEAP;

1.5.3.5 That major and material changes in the program and/or requirements

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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;

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;

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1.5.5.1.6 LIHEAP Agency Local Plan (incorporated by referenced in Article 14);

1.5.5.1.7 ESLIHEAP Production Plan (CSD 622) (referenced in Article 5.7); and

1.5.5.1.8 Agency Staff and Board Roster (CSD 188).

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 11, Section 11.1, "Certifications" of this Contract.

1.6 Duplication of Services

Dwellings that have received Low Income Weatherization Program (LIWP) funded energy efficiency measures do not qualify for additional energy efficiency measures under this Contract, except for the following:

1.6.1 Assessment and installation of Health and Safety measures not installed through LIWP;

1.6.2 Reweatherization in accordance with ESLIHEAP requirements;

1.6.3 Call-backs in accordance with ESLIHEAP requirements; or

1.6.4 Emergency Heating and Cooling Services in accordance with the ESLIHEAP requirements.

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ARTICLE 2 - CONTRACT ADMINISTRATION AND PROCEDURE

2.1 State Contracting Requirements – "General Terms and Conditions, GTC 04/2017"

In accordance with State contracting requirements, specified contracting terms and conditions are made a part of this Contract. The provisions in their entirety are found in Article 12 of this Contract and are fully binding on the parties in accordance with state law.

2.2 Contractor's Option of Termination

2.2.1 Notwithstanding the provisions of Section 1.5.3, Contractor may, at Contractor's sole option, elect to terminate this Contract rather than adhere to the procedures set out in Section 1.5.3, should Contractor determine that any subsequent program guidance or proposed amendment to the Contract is unjustifiably onerous or otherwise counter to Contractor's legitimate business interests and ability to implement the Contract in an effective and reasonable manner, PROVIDED:

2.2.1.1 The notice of termination is in writing, delivered by U.S. Certified Mail, Return Receipt Requested, and will be effective 30 calendar days after receipt by CSD; and

2.2.1.2 The notice contains a statement of the reasons for termination with reference to the specific provision(s) in the program guidance or proposed amendment in question.

2.2.2 Contractor shall be entitled to reimbursement for all allowable costs incurred prior to termination of the contract. Such reimbursement shall be in accordance with the program guidance and contract provisions in effect at the time the cost was incurred.

2.2.3 Contractor shall, within 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 are expressly contingent on adequate funding being made available to

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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 ESLIHEAP 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.

2.4 Miscellaneous Provisions

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2.4.1 Assignment. Neither this Contract nor any of the rights, interests, or obligations under this Contract shall be assigned by any party without the prior written consent of the other parties, except in the case where responsibility for program implementation and oversight may be transferred by CSD to another State agency. In the event of such transfer, this Contract is binding on the agency to which the program is assigned.

2.4.2 Merger/Entire Contract. This Contract (including the attachments, documents and instruments referred to in this Contract) constitutes the entire Contract and understanding of the parties with respect to the subject matter of this Contract and supersedes all prior understandings and contracts, whether written or oral, among the parties with respect to such subject matter.

2.4.3 Severability. If any provision of this Contract is found to be invalid or unenforceable in any respect for any reason, the validity and enforceability of any such provision in any other respect and of the remaining provisions of this Contract will not be in any way impaired and shall remain in full force and effect.

2.4.4 Notices. Unless otherwise provided herein, notice given by the parties shall be in writing, delivered personally, by United States mail, or by overnight delivery service (with confirmation). Certain reporting and other communications may be delivered electronically as specified by CSD or as is customary between the parties. Notice shall be delivered as follows:

2.4.4.1 To Contractor's address of record; and

2.4.4.2 To CSD at:
Department of Community Services and Development
2389 Gateway Oaks Drive, Suite 100
Sacramento, CA 95833

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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 ESLIHEAP. 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), Trade Secrets Act (18 USC § 1905), and 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.

4.6 Travel and per diem

4.6.1 Contractor's employee travel costs and per diem reimbursement rates shall be reimbursed in accordance with Contractor's written policies and procedures not to exceed federal per diem requirements and are subject to the requirements of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR Part 75, including 45 CFR § 75.474).

4.6.2 Contractor shall complete the Out-of-State Travel Form (CSD 536) and keep on file with back up documentation for compliance monitoring. Out-of-State travel is limited to two staff per event, unless otherwise indicated on the Out-of-State-Travel Form CSD 536. Contractor must seek pre-approval, prior to travel, for non-preapproved conferences when more than two staff are attending.

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4.6.3 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 ESLIHEAP and the implementation of this Contract shall have any personal financial interest in such activity or function or otherwise personally benefit or gain from the activity or function.

4.7.4 Contractor shall establish safeguards to prohibit its employees or its officers from using their positions for a purpose that could result in private gain or that gives the appearance of being motivated for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

4.7.5 Contractor shall not provide ESLIHEAP services or benefits in situations where an actual or perceived conflict of interest exists, unless the activity is explicitly allowed under Contractor's conflict of interest policies and procedures that are compliant with federal requirements. If Contractor provides program services to owner-occupied or rental dwellings that are owned or managed by the Contractor, its employees, or

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officers, Contractor shall submit the Property Certification form (CSD 678), in advance of providing weatherization and Energy Heating and Cooling Services (EHCS). Contractor shall ensure that other recipients or potential eligible recipients of services are not prejudiced or adversely affected by the receipt of services by Contractor.

4.7.6 Contractor must demonstrate that it will:

4.7.6.1 Follow all client eligibility and prioritization requirements of the federal and State LIHEAP programs, as applicable to each service or activity;

4.7.6.2 Comply with all dwelling eligibility requirements of this Contract, including but not limited to the prohibition against rent increases after service delivery and multiple dwelling restrictions;

4.7.6.3 Substantiate the need for weatherization and EHCS by completing a dwelling assessment for each individual dwelling unit served; and

4.7.6.4 Consent to any further conditions required by CSD. Failure to obtain prior written approval by CSD may result in costs being disallowed.

4.8 Procurement Standards

4.8.1 Contract Administration

4.8.1.1 *Maintenance of written procurement procedures.* Contractor shall administer this Contract in accordance with all federal and state rules and regulations governing LIHEAP and ESLIHEAP 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, 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,

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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 earned under this Contract.

4.8.1.4 Contractor shall provide for an open and free competition, to include a cost analysis, in accordance with federal and state law, for the procurement of materials, supplies, equipment, or services.

4.8.1.5 *Non-Competitive bid justification.* If a service or product is of a unique nature, is in response to a public exigency or emergency, or more than one potential vendor/provider cannot reasonably be identified, Contractor shall document adequate justification for the absence of competitive bidding. "Adequate justification" must include but is not limited to:

4.8.1.5.1 Explanation of why the acquisition of goods or services is limited to one vendor or supplier;

4.8.1.5.2 Description of sole vendor/supplier's unique qualifications to provide the goods or services in question; and

4.8.1.5.3 Analysis of cost(s) to demonstrate reasonability.

4.8.1.6 *CSD Lease/Purchase Pre-Approval Requirements*. To ensure that significant procurement transactions are conducted in an open and freely competitive manner, Contractor shall obtain prior written approval from CSD of capital expenditures for vehicles and equipment with a unit cost of $10,000 or more through the submission of a Request for Purchase/Lease Pre-Approval (CSD 558) to CSD at least 15 calendar days prior to executing transaction. Transactions without CSD's prior written approval may be disallowed.

4.8.1.7 In all procurements, whether requiring CSD pre-approval or not, Contractor is solely responsible for maintaining adequate procurement

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records demonstrating compliance with Federal and State requirements.

4.8.1.8 Noncompliance with any of the provisions in this section may result in a disallowance of costs related to the procurement transaction.

4.9 Use and Disposition of Vehicles and Equipment

4.9.1 To ensure compliance with the requirements for vehicles and equipment, Contractor shall comply with Uniform Administrative Requirement, Cost Principles, and Audit Requirements for HHS Awards governing the acquisition of equipment with federal funds set forth in 45 CFR Part 75 (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 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.

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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 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.

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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 ESLIHEAP. The policies and procedures shall be in writing and Contractor shall provide the complaint process to interested individuals upon request.

4.11.2 Contractor shall ensure that all formal complaints are documented and include the date, time, client name and address, and nature of the complaint and the actions undertaken by the Contractor to resolve the issue. For purposes of this section, "formal complaint" means a written complaint filed with the Contractor by the complainant.

4.11.3 If the Contractor's efforts did not result in a resolution, the Contractor may refer the applicant or client to CSD. The Contractor shall contact CSD and explain the issue, actions taken to resolve the issue, and provide CSD with all supporting documentation that indicates the nature and extent of Contractor's effort to resolve the issue.

4.11.4 CSD shall immediately be notified if the Contractor has reason to believe that the complainant will contact the media, a State or Federal oversight agency, or the Governor's Office regarding the complaint.

4.12 Fair Hearing Process for Applications for Denial of Benefits by Contractor

4.12.1 Contractor shall establish a written 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

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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 ESLIHEAP funds by Contractor's employees, subcontractors, clients, or other parties affiliated with Contractor. Incidents and activities subject to reporting under this section include, but are not limited to, criminal acts and other violations of law constituting a misuse of funds that could result in cost disallowance. Contractor shall inform CSD within 30 calendar days of any reports or complaints submitted to law enforcement officials by Contractor, Contractor's employees, subcontractors, clients, or other parties affiliated with Contractor, concerning the misuse of ESLIHEAP 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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SUBVENTION CONTRACT

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 total allocation as reflected in the allocation spreadsheet.

5.1.1.2 If the ESLIHEAP annual 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;

5.1.2.2 Transferring funds to increase or decrease the Wood, Propane and Oil (WPO) total allocation (ECIP WPO or HEAP WPO);

5.1.2.3 Transferring funds between target service areas, which shall be conditioned upon Contractor meeting its target service areas expenditure requirements, as stated in Article 5.7, Section 5.7.3; or

5.1.2.4 Changes to the LIHEAP Agency Local Plan.

5.1.3 Fund Transfer Requirements

Subject to CSD approval, Contractor may elect to transfer funds between each of the ESLIHEAP components, e.g., Weatherization and ECIP EHCS.

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5.1.3.1 Funding transfers that would increase amounts available for Weatherization above the 25% maximum are prohibited.

5.1.3.2 Fund Transfer in Service Territory with Multi-Service Areas

If Contractor transfers funds from Administrative, Intake, Outreach, and other Support costs to Direct Services and/or Utility Assistance for a specific service area, then later transfer funds from the remaining service areas to replenish the Administrative, Intake, Outreach, or other Support 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 Direct Service(s) and/or Utility Assistance funds shall be limited to fund transfer from Service Area(s) that benefited from the preceding transfer.

5.1.4 Weatherization Waiver

Unless and until HHS grants CSD a weatherization waiver, Contractor may not expend or be reimbursed for costs in excess of the amount reflected in the initial WX Program Column of the allocation spreadsheet. If the weatherization waiver is granted, Contractor may, upon written notification from CSD, expend and be reimbursed for expenditures up to 100% of the available allocation, as reflected in the WX Program Subtotal Column of the allocation spreadsheet.

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)

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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 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

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CSD. Any interest earned on ESLIHEAP 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.

5.3.1.3 Major Purchase Advances

In the event Contractor needs significant cash outlay for large purchases, a special advance may be requested at any time during the contract term. To request a Major Purchase Advance, the following requirements apply:

5.3.1.3.1 Request must be completed via the Major Purchase Advance Request (CSD 144);

5.3.1.3.2 Limited to purchase of items in excess of $10,000;

5.3.1.3.3 No advance will be issued until the Request for Pre-approval of Purchase/Lease (CSD 558) has been approved by CSD;

5.3.1.3.4 Procurements must comply with the open and competitive bid process, which must be documented through the Request for Pre-approval of Purchase/Lease (CSD 558);

5.3.1.3.5 Advance repayment for major purchases will be liquidated upon the first expenditure reporting period following the date of the purchase of the item or items identified in the Request for Pre-approval of Purchase/Lease (CSD 558). An Advance Request (CSD 144) must reflect 100% liquidation in the month following the expected date of purchase;

5.3.1.3.6 Major Purchase Advance requests will not be granted until such time as no less than 50% of the current WCA has been repaid. The combined total amount of the WCA and Major Purchase advance cannot exceed 25% percent of the Contract

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or the remaining contract balance, whichever is less; and

5.3.1.3.7 Interest on Major Purchase Advances. Contractor should deposit all major purchase advances in an interest-bearing account. Interest earned, up to $500 per year, may be retained by Contractor for administrative expenses. The account shall be sufficiently segregated to enable the tracking and accounting of Major Purchase Advances funds issued by CSD. Any interest earned on ESLIHEAP advances shall be accounted for and expended pursuant to 2 CFR § 200.305(b)(9) (45 CFR § 75.305(b)(9)).

5.3.2 WCA and Major Purchase Advance Limits

Pursuant to 22 CCR § 100840 (a) the total amount advanced to Contractor at any time, whether in the form of a WCA or Major Purchase Advance, shall not exceed 25% of Contractor's total contract amount, excluding the Utility Assistance allocation amount. If the WCA or Major Purchase Advance request exceeds the remaining balance, then CSD shall only provide Contractor with the amount of the remaining balance. Advance amounts repaid by Contractor may be replaced by additional advances at any time as allowed in this Section 5.3 and corresponding guidance.

5.4 Program Income

5.4.1 Contractor shall maintain records of the receipt and disposition of all "program income" defined in 22 CCR § 100855(c) and pursuant to CPN-A-18-01, as income that is generated or earned as a result of ESLIHEAP 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 ESLIHEAP 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 ESLIHEAP 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

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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 LIHEAP contract(s).

5.4.3.4 If Contractor has generated program income with leveraged funding source(s) in addition to ESLIHEAP, the ESLIHEAP portion of rollover program income must be tracked by Contractor and can be used for allowable ESLIHEAP and LIHEAP? expenditures.

5.5 Wood, Propane and Oil Returned Payments

5.5.1 Contractor shall maintain a tracking-log of returned payments, including Supplemental WPO payments referenced in CPA-E-21-04 and subsequent modifications, 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 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

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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.

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.

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5.6.2.3 Administrative Equipment More Than $10,000—Acquisition Costs

5.6.2.3.1 Acquisition costs shall mean the actual costs associated with the purchase of equipment over $10,000 per unit used for administrative purposes.

5.6.2.3.2 CSD pre-approval is required for the purchases or lease-purchase option of equipment with a total value greater than $10,000 utilizing the Request for Pre-approval of Purchase/Lease (CSD 558).

5.6.2.4 Administrative Out-of-State Travel

Administrative out-of-state travel costs shall mean cost incurred for out-of-state meeting, conferences or training that is critical to administering and/or maintaining ESLIHEAP. Travel expenses are limited to transportation, subsistence and related items incurred by traveling on official business on behalf of Contractor.

5.6.3 Program Costs

5.6.3.1 General

Program costs are all allowable costs other than Administrative Costs. Program costs include those actual costs that are directly attributable to the performance of this Contract and that are reasonable and necessary as determined by CSD for the purpose of delivering services.

5.6.3.2 Assurance 16

Assurance 16 costs shall not exceed the total amount set forth in the allocation spreadsheet.

5.6.3.3 Intake

Intake shall be allocated at 8% of the Weatherization Budget and 8% of the ECIP/HEAP Direct Services/Utility Assistance Budget based on the Interim Allocations and/or subsequently the Final Allocation. Reimbursement shall be limited to actual cost up to 8% of Final Allocation. Intake in excess of 8% may be charged as an administrative cost not to exceed allowable administrative cost maximum.

5.6.3.4 Outreach

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Outreach shall be allocated at 5% each of the Weatherization, ECIP/HEAP and Direct Service/ Utility Assistance, Assistance budgets based on the Interim Allocations and/or subsequently the Final Allocation. Reimbursement shall be limited to actual cost up to 5% of Final allocation.

5.6.3.5 Training and Technical Assistance

Training and technical assistance shall be allocated up to 5% of the total Weatherization allocation and up to 2% of the total ECIP/HEAP allocation based on the Interim Allocations and/or subsequently the Final Allocation. Training and technical assistance shall not exceed these limits and shall be reimbursed at actual cost. Reimbursement shall be limited to actual cost up to 5% of Weatherization allocation, and 2% of ECIP/HEAP allocation.

5.6.3.5.1 If Contractor determines that an increase in the allowable allocation for training and technical assistance is needed to cover the cost of the software database collection system or related automation training as specified below, then Contractor must submit a request to, and obtain prior approval from, CSD.

5.6.3.5.2 Associated training and technical assistance costs may include costs related to travel, admission, materials, and actual salaries/wages. Subcontractor training costs are limited to travel, admission, and materials.

5.6.3.5.3 Training and technical assistance shall include costs associated with the completion of weatherization-related training as specified in the Training Requirement of Section 9.1 of this Contract. Training may include, but not limited to, internal contractor training, safety training, attendance of weatherization-related training to include the software database collection system or other forms of training to aid in the development and skill of staff in utilizing and supporting internal program automation systems, and/or weatherization-related workshops sponsored by utility companies, Department of Energy (DOE), 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 weatherization training, and/or is necessary to carry out the direct delivery of services.

5.6.3.5.4 Training for job corps and workforce development trainees shall be limited to required CSD health and safety training sessions, unless otherwise approved by CSD.

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5.6.3.5.5 Contractor staff out-of-state travel costs shall mean cost incurred for out-of-state meeting, conferences, or trainings that are critical to carrying out ESLIHEAP. Travel expenses are limited to transportation, subsistence, and related items incurred by traveling on official business on behalf of the Contractor.

5.6.3.6 Acquisition Costs

5.6.3.6.1 Minor Vehicle and Field Equipment Less Than $10,000 – Acquisition Costs.

Minor Vehicle and Field Equipment costs under $10,000 per unit must follow all federal and state rules and regulations governing LIHEAP pertaining to procurement standards.

5.6.3.6.2 Major Vehicle and Field Equipment costs $10,000 or Greater – Acquisition Costs Must Be Pre-Approved

CSD pre-approval is required for the purchases or lease-purchase option of vehicles and field office equipment with a total value of $10,000 or greater, utilizing the Request for Pre-approval of Purchase/Lease (CSD 558).

5.6.3.7 Other Program Costs

5.6.3.7.1 Other Program Costs

Other Program Costs shall mean the actual costs associated with field staff wages, program management and support wages, ancillary supplies, disposal fees, and Historic Preservation review costs, lodging and per diem, vehicle and equipment repair, maintenance, and fuel, waste breakage, and solar water heating maintenance.

5.6.3.7.2 Workers' Compensation

Workers' Compensation shall mean those actual costs associated with workers' compensation coverage for program staff whose salaries and wages are chargeable under program costs.

5.6.3.8 Liability Insurance

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Liability Insurance shall mean those actual costs allocated for insurance bonds, general liability, vehicle insurance, and pollution occurrence insurance (if applicable).

5.6.3.9 General Operating Costs

General Operating Costs may be charged to the program and are for costs that are directly allocable to those activities defined as related facilities, office and computer equipment, office supplies, telephone, travel, and materials and activities to prevent exposure related to COVID-19 as allowable program costs.

5.6.3.10 Automation Costs

5.6.3.10.1 Contractor can expend funds to the Automation Costs (AC) in an amount not to exceed $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, Weatherization Database and Core ("CSD System") requirements or contractual reporting requirements programmatic in nature, related to CSD System IT expenses, and with ongoing programmatic IT expenses. AC funds are not limited exclusively to CSD System-related IT expenditures, but any IT expense related to CSD System costs incurred including necessary training on upgrades to Contractor's system.

5.6.3.10.2 If Contractor expended funds in a prior year for a system and now wants to purchase a new system with AC funds, Contractor must utilize unrestricted funds and bear the full cost of the conversion to such an alternative system. Contractor may be granted a variance from this requirement provided Contractor's AC plan is appropriately revised and CSD gives its written approval of the plan and request for variance.

5.6.3.10.3 Contractor shall report all automation and IT expenditures related to compliance with the reporting requirements under this Contract in the Automation Costs line item. Such expenditures may include, but is not limited to, computer and IT equipment; approved front-end database acquisition and ongoing subscription costs; IT security implementation costs; and IT systems training. All costs reported in this line item must be directly related to program functions. IT costs related to administrative functions shall be reported as administrative costs pursuant to the Uniform Administrative Requirements, Cost Principles and Audit Requirements for HHS Awards (45 CFR Part 75).

5.6.3.10.4 Contractors with multiple ESLIHEAP and LIHEAP contracts

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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.

5.6.3.10.5 CSD System-related IT costs charged to the AC shall be submitted for reimbursement in accordance with CSD's normal reporting and accounting procedures.

5.6.3.10.6 CSD System-related IT costs that exceed the maximum AC amount of $50,000 may not be reimbursed by CSD.

5.6.3.10.7 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.

5.6.3.10.8 Upon approval by CSD, Contractor may procure, from Hancock™ or ServTraq©, a new automated reporting system with supplemental functionality beyond basic CSD System reporting requirements. The following provisions apply to Hancock™ and ServTraq© System Users:

5.6.3.10.8.1 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;

5.6.3.10.8.2 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 of a revised AC plan; and

5.6.3.10.8.3 Systems and services procured by Contractor in order to obtain and implement Hancock™ or ServTraq© system shall be conducted in compliance with Contractor's procurement policy and with all applicable ESLIHEAP 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 Hancock™ or ServTraq©, provided Contractor's procurement policy is not violated in such a manner as to render

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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.

5.6.3.11 Weatherization Program Activities

Weatherization Program Activities shall mean those costs associated with the installation of measures to those dwellings weatherized and reported as completed, to include but not limited to, assessment, diagnostic testing, labor, materials, subcontractors, environmental inspections, permits, Home Energy Rating System (HERS Raters), and Environmental Hazard Work weatherization materials.

5.6.3.12 ECIP Emergency Heating and Cooling Services (EHCS)

ECIP EHCS shall mean those costs associated with emergency heating and cooling repair and replacement services and other related costs, including costs associated with labor, materials, subcontractors, permits, HERS Raters, Environmental Hazard Work weatherization materials, and diagnostics all as further defined by the ECIP Policy and Procedures, and the Severe Weather Energy Assistance and Transportation Services (SWEATS) Policy. The ECIP Policy and Procedures is hereby incorporated by reference to this Contract and available on the CSD Local Agencies Portal at https://agencies.csd.ca.gov/home/Energy/Pages/Resources.aspx.

5.7 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

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constitutes Contractor's Service Territory.

"Target Allocation" means the sum of money from the ESLIHEAP 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 ESLIHEAP Allocation Spreadsheet attached to this Contract.

Note: If Contractor provides only some ESLIHEAP services to a Service Area, e.g., weatherization services only or utility assistance services only and another contractor provides other ESLIHEAP services in the same Service Area, the contractors are co-service providers with respect to the Service Area in question and each is responsible for that portion of the grant allocation applicable to the services it provides. Contractor's Service Territory includes a Service Area in which the grant allocation is split with another contractor.

5.7.2 This section shall apply to Contractor if any of the following pertain:

5.7.2.1 This Contract involves funding for ESLIHEAP services provided by Contractor in multiple Service Areas;

5.7.2.2 Contractor provides only some of the ESLIHEAP services in multiple Service Areas under the terms of this Contract; or

5.7.2.3 Some combination of 5.7.2.1 and 5.7.2.2 above.

5.7.3 The Target Allocation(s) specified in this Contract shall be used either: a) to provide services within the geographical boundaries of Target Service Area(s) to which the allocation applies; or b) on behalf of the recipients of benefits who reside within the Target Service Area(s), thereby ensuring that the low-income persons in each Target Service Area receive their appropriate share of the grant award and that direct program funds designated for a particular Target Service Area are not expended for services in another Service Area without good cause.

5.7.3.1 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 ESLIHEAP 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.

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5.7.3.4 Contractor may, subject to CSD's written approval, expend a portion of a Target Allocation in another service area in which Contractor provides services pursuant to this Contract, under the following circumstances:

5.7.3.4.1 When there is no acute need or ready opportunity for full expenditure of direct program funds in the Target Service Area; and

5.7.3.4.2 When Contractor can readily expend direct program funds in an alternate service area to avoid under expenditure or a loss of funding.

5.7.4 Notwithstanding the provisions of Section 5.7.3, Contractor is authorized under the terms of this Contract to combine the Administrative, Intake, Outreach, Assurance 16, and other program support costs, including liability insurance, workers' compensation, and general operating portion of grant allocations for multiple Service Areas for purposes of efficiency and effective contract implementation, provided such combining of funds does not unduly impair the equitable provision of services or otherwise disadvantage potential recipients of benefits in any Service Area.

5.8 Reimbursement Guidelines

5.8.1 Claims for Reimbursement

Pursuant to the federal block grant and applicable regulations, Contractor may only claim reimbursements for actual, allowable, and allocable direct and indirect costs. Contractor shall report actual costs incurred for actual expenditures up to any applicable maximum amounts set by this Contract.

5.8.2 Assurance 16

5.8.2.1 Assurance 16 costs and its related services include those actual costs that are directly attributable to the performance of this Contract and that are reasonable and necessary as determined by the CSD for the purpose of delivering services. Assurance 16 costs shall include needs assessment, client education, budget counseling, and coordination with utility companies.

5.8.2.2 Contractor may claim Assurance 16 costs for client education only once when any LIHEAP, ESLIHEAP or DOE funds and services are provided concurrently in the same residential dwelling unit.

5.8.3 Wood, Propane, and Oil Assistance

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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.

5.8.3.3 Tank Repair

Contractor may claim reimbursement for the cost of tank repair separate from the HEAP WPO, ECIP WPO and Supplemental WPO payment as outlined in CPA E-21-04 WPO Benefit Formula Implementation and subsequent CPA modifications.

5.8.4 Weatherization and EHCS Specific

5.8.4.1 Contractor may claim reimbursement for Weatherization-related activities under the terms of this Contract as documented on the CSD Dwelling Assessment Form (CSD 540) or approved Contractor's equivalent for each eligible household not previously weatherized.

5.8.4.2 Contractor shall ensure that duplicate billings for the same product or service do not occur.

5.8.4.3 All service completed dwellings unit shall be submitted for payment within 90 calendar days of completion or by the due date of the last reporting period of this Contract, whichever is less. A service completed unit shall not be carried over into another contract period, except when there are insufficient funds to cover a portion or the entire cost of rendered services. In the event a completed unit is billed in the subsequent contract, the Contractor must also ensure that the applicant meets the income eligibility requirements.

5.8.4.4 Contractor may claim reimbursement for labor and material expenses associated with Environmental Hazard Work activities intended to assure the health, safety, and well-being of workers and dwelling occupants during the performance of in-home Weatherization and EHCS services under this Contract. Environmental Hazard Work activities include activities to prevent exposure related to the disturbance of asbestos, lead paint and the COVID-19 virus. Materials shall include items that are

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disposable or have temporary use, such as Tyvek suits, hand sanitizer, cleaning supplies, disposable face masks, HEPA vacuum cleaner bags/filters, etc. Labor shall include those activities related to prepping and cleaning within the workspace to prevent contamination.

5.8.4.5 For emergency ECIP EHCS provided outside Contractor's normal business hours of operations, Contractor may exceed the maximum cost limits allowed for repair and replacement services. Contractor shall not request reimbursement for more than one heating and/or cooling unit repaired or replaced per household.

5.8.4.6 Measure Reimbursement

5.8.4.6.1 Measure Maximums

5.8.4.6.1.1 For those Weatherization and EHCS measures that have an established maximum rate, the reimbursement amount shall be equal to the actual labor costs of Weatherization or EHCS crew members and the actual cost of the materials, subcontracted services not to exceed the maximum reimbursement allowable.

5.8.4.6.1.2 Weatherization or EHCS measure costs exceeding the maximum reimbursement limit cannot be offset by charging the cost difference to another weatherization measure or another CSD program.

5.8.4.6.1.3 When costs for a measure exceed the maximum reimbursement allowed, Contractor shall obtain prior written approval from CSD to exceed the maximum cost reimbursement and/or quantity limit for weatherization and ECIP HCS measures as described in Reimbursement Rates for Weatherization and ECIP EHCS Activities located in Article 13. Otherwise, at the Contractor's discretion, Contractor may elect to not provide the weatherization measure/service in the event the total cost exceeds the maximum cost reimbursement.

5.8.4.6.2 Assessments and Diagnostics

5.8.4.6.2.1 Contractor may claim reimbursement for dwelling assessment for each eligible household.

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5.8.4.6.2.2 Contractor may claim reimbursement for dwelling assessment for each eligible unit not previously weatherized.

5.8.4.6.2.2.1 For dwellings weatherized under this Contract, Contractor may claim reimbursement for a modified dwelling assessment, as defined in Article 13, to perform reweatherization or callback services during the useful life period of the initial dwelling assessment.

5.8.4.6.2.2.2 Once the useful life term has expired for the initial or last performed dwelling assessment, Contractor may claim a full dwelling assessment to perform reweatherization services.

5.8.4.6.2.3 If a dwelling was previously weatherized under a nonfederal program, the dwelling and occupant eligibility must be recertified; therefore, Contractor may claim reimbursement for assessment of dwelling.

5.8.4.6.2.4 In the case of an un-weatherized dwelling where the installation of measures was not feasible, and/or the dwelling was not accessible to install measures, Contractor may claim reimbursement for any related assessments and/or diagnostic checks that were performed.

5.8.4.6.2.5 Contractor may claim reimbursement for dwelling assessment only once when any LIHEAP, ESLIHEAP and DOE funds are used concurrently in the same unit.

5.8.4.6.2.6 HERS Rater and permit fees are acceptable expenses and may be charged only once per dwelling to ECIP EHCS or LIHEAP (ESLIHEAP) weatherization or DOE weatherization per weatherized dwelling. HERS Rater fee and permit reimbursement include subcontractor cost, staff time on job site, and fees that will be reimbursed based on the actual cost.

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5.8.4.6.3 Labor Reimbursement

5.8.4.6.3.1 Contractor shall bill the number of actual labor hours and actual labor cost incurred by weatherization crew members or other persons associated with the installation, assessment and inspection of weatherization measures, removal of debris and appliances, the procurement of permits and services performed by HERS Raters.

5.8.4.6.3.2 Contractor must be able to substantiate all actual labor hours and labor costs charged.

5.8.4.6.3.3 Actual labor hours and costs for weatherization and EHCS services shall not exceed the cumulative number of hours on the job site and shall be substantiated with client file documentation, job schedules, and payroll time records.

5.8.4.6.3.4 When the installation of a measure is subcontracted and there are billable labor hours for weatherization and/or Contractor's crew members who participate in the installation of that subcontracted measure, Contractor may bill, in addition to the subcontracted expenditure, the actual labor hours and labor costs incurred by Contractor's crew members.

5.8.4.6.3.5 Labor expenses for weatherization service delivery shall exclude labor expenses associated with training, travel to weatherization job sites, staff time not associated with the direct installation and/or performance of weatherization services and activities on the job site, downtime and general operating expenses as provided in subsection 5.8.4.6.5 Other Program Costs.

5.8.4.6.3.6 Lead Safe Weatherization

Contractor may claim reimbursement for renovator certification, defined as field-related labor costs associated with performing lead renovator certification for ensuring lead paint safety on weatherized dwellings built prior to 1978.

5.8.4.6.4 Heating and Cooling Services (HCS/EHCS)

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5.8.4.6.4.1 If, during the course of repairing a defective unit, additional problems are found that would increase the cost of repairs to an amount beyond the established limits for repairs, Contractor may claim reimbursement for incurred costs related to the repair in addition to those costs associated with the replacement of the heating/cooling appliance.

5.8.4.6.4.2 Dwellings in which a single appliance has been both repaired and replaced within the same Weatherization and/or ECIP EHCS component, or under a call-back, Contractor may claim reimbursement for both the repair and the replacement of the appliance. Contractor shall report the single appliance as both a repaired and replaced appliance.

5.8.4.6.4.3 For multi-unit dwellings with a common system (water heater, heating and/or cooling), Contractor shall prorate the cost of each common system among all dwelling units within that building envelope.

5.8.4.6.4.4 Duct repairs and replacements can only be charged to ECIP EHCS when provided in conjunction with emergency heating/cooling services performed under EHCS.

5.8.4.6.5 Other Program Costs

5.8.4.6.5.1 Wages—Field Staff

Contractor may request reimbursement for the actual labor costs including benefits related to weatherization supervisors, assessors, inspectors, and crew members that are allocable to the program but not associated with the direct installation and/or performance of weatherization services/activities on the job site and training, including, but not limited to: job scheduling, job preparation, travel time, disposal of appliances and materials, building and prepping of weatherization materials away from the job site and downtime in accordance with any guidance issued by CSD.

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5.8.4.6.5.2 Wages – Program Management and Support

5.8.4.6.5.2.1 Contractor may request reimbursement for the actual labor costs related to program management and support staff directly responsible for the direct management and oversight over the ESLIHEAP Weatherization and EHCS program activity or providing direct support to ensure the successful delivery of weatherization services.

5.8.4.6.5.2.2 Reported costs may include labor costs associated with performing direct support in coordinating the delivery and tracking of ESLIHEAP Weatherization and EHCS program activity, including but not limited to: job scheduling, collating and aggregating of weatherization activities and materials, staff time associated with Historic Preservation Review activities, obtaining permits, and coordination of subcontracted services.

5.8.4.6.5.3 Lodging and Per Diem

Contractor may claim reimbursement for lodging and per diem related to the installation of weatherization measures subject to travel and per diem as described in the Travel and Per Diem Section Article 4.6 of this Contract.

5.8.4.6.5.4 Disposal Fees

Disposal fees are acceptable expenses and may be charged only once to ECIP EHCS, or ESLIHEAP Weatherization per appliance and building material waste. Disposal fee reimbursement is limited to the actual cost of the fee.

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5.8.4.6.5.5 Vehicle and Equipment Repair, Maintenance and Fuel

5.8.4.6.5.5.1 Contractor may claim reimbursement for expenses related to upkeep and maintenance of vehicles and equipment used in the direct delivery of weatherization services and EHCS. Allowable costs shall be limited to expenditures associated with the maintenance of the vehicles and equipment, fuel and oil.

5.8.4.6.5.5.2 Contractor shall maintain records for fuel expenditures, vehicle maintenance and vehicle usage to substantiate allowable travel costs related to and allocable to ESLIHEAP weatherization.

5.8.4.6.5.6 Historic Preservation Reviews

Historic Preservation Reviews means those expenses that are subcontracted to a third-party to perform the collection and reporting of potential weatherization properties subject to Historic Preservation Review requirements.

5.8.4.6.5.7 Waste Breakage

Waste breakage are those expenses associated with weatherization materials that have been damaged and are part of Contractors' inventory or special-order materials that are allocated to CSD programs. The cost of weatherization materials that are damaged and benefit multiple programs must be prorated accordingly. Costs must be directly associated to net changes in inventory and not associated with materials chargeable to another measure line item. Reimbursement for waste breakage is not allowable for subcontractors.

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5.8.4.6.5.8 Ancillary Supplies

Ancillary supplies are additional low-cost materials or supplies (such as nuts, bolts, screws, and washers) necessary to install a weatherization measure and not easily identifiable to a specific measure or dwelling. Costs of ancillary supplies that benefit multiple programs must be prorated accordingly. Costs must be directly associated to net changes in inventory and not associated with materials chargeable to another measure line item. Reimbursement for ancillary supplies is not allowable for subcontractors.

5.8.4.6.5.9 Solar Water Heating Maintenance

Solar Water Heating (SWH) Maintenance are scheduled maintenance service, as established by the manufacture, in order to maintain the SWH system in good working condition.

5.8.4.7 Dwelling Status

5.8.4.7.1 Completed Units

5.8.4.7.1.1 Except as otherwise provided in the CSD Technical Reference Manual (TRM), Contractor shall not report a weatherized dwelling as completed nor shall Contractor request reimbursement for a weatherized dwelling until all weatherization measures identified as feasible during the dwelling assessment have been installed, and inspected by a Quality Assurance Inspector, and all inspection fails have been resolved.

5.8.4.7.1.2 Contractor shall not bill for incomplete units or prematurely close a unit with outstanding, unfinished weatherization measures in order to receive reimbursement for work completed. If there are measures found to be non-feasible by crew members after the initial assessment, the reason for

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the non-feasibility shall be documented in the client file and, the job shall be reported as completed in accordance with subsection 5.8.4.7.1.1.

5.8.4.7.1.3 Contractor shall reimburse CSD for all costs associated with the delivery of weatherization services covered under this Contract to dwellings occupied by household's ineligible for weatherization assistance at the time such services were provided.

5.8.4.7.1.4 ECIP EHCS

Dwelling units receiving services under ECIP EHCS may be reported as completed and billed immediately upon the completion of ECIP EHCS measures regardless of the completion status of weatherization measures installed in the same dwelling.

5.8.4.7.1.5 If Contractor is not able to complete weatherization or ECIP EHCS direct services during the Contract term, Contractor may complete the dwelling in the next contract year. If Contractor completes the dwelling in the next contract year, Contractor must verify the client meets the income eligibility requirements for the following year in order for the measures and dwelling to be eligible for reimbursement.

5.8.4.7.2 Building Permits

5.8.4.7.2.1 Contractor shall obtain all required permits in accordance with the TRM, prior to the commencement of all work performed, unless work is performed as a result of an emergency requiring immediate action where there is an imminent danger and requesting a permit would hinder the Contractor's ability to resolve the emergency. If an emergency is remedied, Contractor shall apply for a permit as soon as reasonably possible.

5.8.4.7.2.2 Penalties or fines imposed on Contractor or subcontractor by the local authority or building department are not allowable costs.

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5.8.4.7.3 Previously Weatherized Dwellings

If the previous weatherization was performed under a nonfederal program or under this Contract, the occupant eligibility must be verified, and Contractor may seek reimbursement for the associated outreach and intake costs.

5.8.4.7.4 Leveraging Funds

Contractor may perform services and install energy conservation measures in a qualified dwelling as provided herein and in accordance with requirements of any other CSD program and compatible non-CSD funded program, if in the best interest of the client, provided:

5.8.4.7.4.1 Reimbursement for Weatherization or EHCS activities is claimed only once when ESLIHEAP, LIHEAP and DOE, or any other funding source, are used concurrently in the same unit;

5.8.4.7.4.2 Contractor may divide materials and labor cost of a single measure among ESLIHEAP, DOE, or other CSD programs when the single measure in question is installed in a dwelling where Weatherization or EHCS services are provided concurrently under these programs; and

5.8.4.7.4.3 Contractor shall not bill multiple funding sources for the same product or service unless costs are allocated in such a manner that billing is not duplicative and Contractor receives no more than the total cost of the products and services provided. In accordance with TRM Appendix E Energy Audit/Priority List Protocol, individual measure leveraging of Audit Driven Measures (ADM) involving the use of DOE and ESLIHEAP grant funds is allowable under the following conditions:

5.8.4.7.4.4 The package of measures, including the full cost of the measure to be partially leveraged, must have an ADM Package SIR ≥ 1.0. Measures that are not

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included in this package do not qualify for partial measure leveraging;

5.8.4.7.4.5 Measures must have an SIR < 1.0, but ≥ 0.5, to qualify for partial measure leveraging. The amount billed under any LIHEAP and DOE contract(s) cannot exceed the total cost of the installation for the measure.

5.8.5 SWEATS

5.8.5.1 Reimbursement shall be in accordance with CPN-E-20-01 SWEATS Policy.

5.8.5.2 Public Safety Power Shut-Off Preparedness (PSPS) reimbursement shall be in accordance with CPN-E-20-02 PSPS Emergency Preparedness Pilot Policy and CPN-E-20-02M3.

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ARTICLE 6 - REPORTING POLICIES AND PROCEDURES

6.1 Reporting Requirements

6.1.1 General

6.1.1.1 Contractor shall submit required client/job detailed data for Weatherization and ECIP EHCS activities to CSD's Weatherization Database on a monthly basis, for the period in which the service activity occurred and for which reimbursement for the service activity is requested.

Similarly, adjustments shall be submitted for the monthly period in which services occurred.

6.1.1.2 Contractor shall request reimbursement for expenditures associated with all Contract activities (excluding ECIP Fast Track and HEAP Electric and Gas) by reporting in the EARS, in accordance with CPN-E-19-002 Energy Reimbursement Policies and Procedures.

6.1.1.2.1 Expenditures for Admin, Assurance 16, Intake, ECIP WPO, HEAP WPO, ECIP EHCS, SWEATS, and EHA-16 program costs shall be reimbursed through the ESLIHEAP Monthly EHA 16 Expenditure Activity Report via EARS.

6.1.1.2.2 Expenditures for Weatherization Program Costs and Activities shall be reimbursed through the ESLIHEAP Monthly Weatherization Expenditure Activity Report via EARS.

6.1.1.2.3 Contractor shall submit adjustments in accordance with CPN-E-19-002.

6.1.1.2.4 Payment to Contractor for any given month shall be contingent upon receipt and approval by CSD of the preceding monthly submission.

6.1.1.3 Contractor shall ensure that the data reported in the Weatherization Database and the request for reimbursement reported in EARS, reconcile in accordance with CPA-E-18-005.

6.1.1.4 Contractor shall submit client details electronically to CORE for ECIP Fast Track, HEAP Electric and Gas, ECIP WPO, and HEAP WPO.

Contractor shall submit to CORE, applications that have received a pledge for ECIP Fast Track or HEAP Electric and Gas to CORE, within the

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timeframe specified in the Direct Pay Utility Pledge Timeframe document located on the contract page of the CSD Local Agencies Portal.

6.1.1.5 Contractor shall submit requested client files, records, and documents to the File Transfer Protocol (FTP) Server as requested by CSD. CSD shall use Contractor submitted documents to perform an in-house desk review to verify compliance with financial, administrative, and programmatic requirements.

6.1.1.6 Reporting System Requirements

6.1.1.6.1 CSD will provide Contractor with specifications of minor IT reporting changes or other minor changes, and upon receipt of the specifications, Contractor shall implement system changes in their local system within 30 calendar days. Minor changes are those that are routine in nature to begin performance under the Contract such as but not limited to adjustments to the Expenditure Activity Report layout, adding or deleting measures and adjusting eligibility guidelines.

6.1.1.6.2 Major reporting changes, upon receipt of the specifications, shall be implemented in Contractor's local system as negotiated by CSD. Major IT system changes are those changes made to the business rule validations as listed in the most current Weatherization DTR and/or new field lines as outlined in the Data Transfer Reference Document (Schema-Breakdown). The most current Weatherization DTR and Data Transfer Reference Document (Schema-Breakdown) are located on the CSD Local Agencies Portal on the System Specification website page.

6.1.2 Solar Warranty and Maintenance Reporting

Contractors participating in the Solar Water Heating (SWH) Project shall report to CSD whenever warranty work and/or maintenance are required on any Solar Water Heating Systems installed under the SWH Program and CSD's Low-Income Weatherization Program (LIWP). The SWH Warranty and Maintenance Report shall include a written description of the following:

6.1.2.1 Dwelling address at which warranty and/or maintenance work was provided;

6.1.2.2 Reason for warranty and/or maintenance work (what was the problem);

6.1.2.3 The date (or dates) on which warranty and/or maintenance work was

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provided; and

6.1.2.4 List of the costs charged to the ESLIHEAP contract for the warranty and/or maintenance work.

The SWH Warranty and Maintenance Report shall be submitted no later than 30 calendar days after the month in which reimbursement for the warranty and/or maintenance work is requested.

The SWH Warranty and Maintenance Report shall be submitted, via email, to wx@csd.ca.gov with the words "SWH Warranty and Maintenance Reports" in the Subject line.

Contractor shall retain all warranty and maintenance reports for the life of the warranty.

6.1.3 CSD Review and Approval of Reports

6.1.3.1 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.

6.1.3.2 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.

6.1.4 Close-out Report

6.1.4.1 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 60 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.

6.1.4.1.1 Administrative costs, outreach, intake, Assurance 16, Training and Technical Assistance shall not exceed the maximum allowable amounts.

6.1.4.1.2 Administrative and Assurance 16 costs shall remain proportionate to the cumulative allowable program

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expenditures for Direct Services and Utility Assistance. Any Administrative and Assurance 16 costs that exceed these limits shall be disallowed.

6.1.4.1.3 Subsequent payments, including advance payments, for ESLIHEAP or other CSD contracts may be withheld, absent timely receipt of the close-out report of this Contract.

6.1.4.2 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.

6.1.4.3 The close-out report shall include the following:

6.1.4.3.1 Close-out checklist with authorized signature (CSD 733);

6.1.4.3.2 Interest and Program Income Earned Reconciliation Report (CSD 733F);

6.1.4.3.3 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

6.1.4.3.4 Equipment Inventory Schedule (CSD 733G).

6.1.4.4 Interest and Program Income-Earned

Contractor shall use a CSD 733F, ESLIHEAP 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.

6.1.4.5 Any weatherization materials purchased with the funds under this Contract and remaining at the Contract expiration shall be credited against Contractor's weatherization materials expenditures under this Contract and charged to whatever other weatherization program Contractor may have in effect. If Contractor has no other weatherization program in effect, CSD shall determine how the materials will be disposed and what, if any, financial adjustments are required.

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SUBVENTION CONTRACT

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 CSD Technical Reference Manual (TRM);

7.1.1.1.2 ECIP Policy and Procedures;

7.1.1.1.3 Official State and Federal Program Notices and Guidance Documents;

7.1.1.1.4 Current Eligibility and Verification Guide;

7.1.1.1.5 Weatherization DTR; and

7.1.1.1.6 Utility Assistance 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.

7.1.1.3 In the event of inconsistencies between policies and field protocols contained within the TRM and/or the Weatherization Policies and Procedures and this Contract, Contractor shall abide by the terms of this Contract.

7.1.2 Regulations

7.1.2.1 Standards contained in the most current Uniform Building Code and local city and county codes shall take precedence over the CSD TRM if the code requirement is not included in the manual and/or is more stringent.

7.1.2.2 All work performed by Contractor shall be in compliance with the most current and applicable provisions of the California Energy Commission Building Energy Efficiency Standards, Alterations under Title 24, Part 6, of the California Code of Regulations, California Home Energy Rating System (HERS) Program regulations.

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7.1.2.3 Services provided to all covered pre-1978 dwellings shall be in compliance with the most current Environmental Protection Agency rules in 40 CFR Part 745 et seq., Lead-Based Paint Poisoning Prevention in Certain Residential Structures, and the Housing and Urban Development rules in 24 CFR Part 35 et seq., and Lead-Based Paint Poisoning Prevention in Certain Residential Structures.

7.1.2.4 All materials utilized for weatherization and ECIP EHCS purposes shall be in conformance with the Department of Housing and Human Services rules in 45 CFR Part 75, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards.

7.1.2.5 All materials used must be in compliance with TRM material specifications for LIHEAP.

7.1.3 Title 24

7.1.3.1 Contractor shall, when required by its local jurisdiction, obtain a building permit when additions or alterations of existing residential buildings are performed or when a component, system, or equipment of an existing building breaks, cannot be repaired and must be replaced.

7.1.3.2 Title 24 requirements are applicable only to energy conservation measures and Health and Safety replacement of heating, cooling, and water heating appliances performed in dwellings located within specific California Energy Commission (CEC) Climate Zone areas. Requirements to be applied are those specific to the California Energy Commission (CEC) Climate Zone where the dwelling is located. For a listing of the CEC climate zones, refer to the CSD Local Agencies Portal website at https://agencies.csd.ca.gov/home/Energy/Pages/Resources.aspx.

7.1.3.3 Contractor shall obtain the services of a qualified HERS Rater when required to perform required field verification and diagnostic testing on applicable weatherization measures and building alterations performed under this Contract.

7.1.3.4 The HERS Rater shall be an independent entity from the builder or subcontractor performing the building alteration and/or energy-efficiency improvement being tested and verified and shall have no financial interest in the work performed.

7.1.4 Pre-1978 Dwellings

7.1.4.1 Lead-based paint is presumed to be present in all pre-1978 units unless the dwelling unit has previously been certified by a California Certified

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Inspector/Risk Assessor to be lead-free.

7.1.4.2 HUD units not previously certified to be lead free, built prior to 1978, and receiving weatherization services in which painted surfaces exceeding de minimis levels are disturbed, require the successful achievement of lead-safe standards after the completion of weatherization services. Contractor shall assure that a third-party California Certified Inspector/Risk Assessor performs the clearance inspection after the completion of weatherization services and that the Assessor deems the weatherized HUD unit as lead-safe.

7.1.4.3 Contractor shall document notification to tenants of multi-unit housing of weatherization and/or renovation activities in common areas using the Notice of Weatherization/Renovation (CSD 320) or approved Contractor's equivalent and Record of Tenant Notification Procedures (CSD 322) or approved Contractor's equivalent.

7.2 Prioritization of Services

7.2.1 Contractor assures that ECIP, HEAP, and Weatherization activities are conducted in accordance with the LIHEAP Agency Local Plan in Article 14.

7.2.2 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 shall assure 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 LIHEAP Agency Local Plan.

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 LIHEAP Agency Local Plan in Article 14.

7.3.3 Due to limited funding, contractors are discouraged from providing either:

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7.3.3.1 Energy assistance benefits to households with substantial credit(s) on its utility bills; and/or

7.3.3.2 Weatherization services to dwellings previously weatherized under ESLIHEAP within the past four years. Contractors shall prioritize services to previously weatherized dwellings in accordance with the LIHEAP Agency Local Plan in Article 14.

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 ESLIHEAP 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 ESLIHEAP 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 ESLIHEAP 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;

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

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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 ESLIHEAP 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 when weatherization services may be scheduled or 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.

7.4.3.5 If added to the waitlist for weatherization and the application is not processed, the notice shall provide the amount of time the application will be kept on file, disclaimer that the applicant is not guaranteed services and how applications are prioritized for services.

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 LIHEAP Agency Local Plan in Article 14.

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 LIHEAP Agency Local Plan in Article 14. 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 Client Education/Budget Counseling – Weatherization and ECIP EHCS Specific

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7.5.3.1 In addition to the above provisions, Contractor shall place in the client's file the Client Education Confirmation of Receipt (CSD 321) or approved Contractor's equivalent that substantiates that the client was provided with energy conservation, budget counseling, lead-based paint safe, mold and moisture, radon, and asbestos education.

7.5.3.2 Contractor shall provide the EPA pamphlet, "Renovate Right: Important Lead Hazard Information for Families, Child Care Providers and Schools."

7.5.3.3 Contractor shall provide to all clients the EPA pamphlet, "A Brief Guide to Mold, Moisture, and Your Home."

7.5.3.4 Contractor shall provide the client with a description of the benefits that the client can expect to receive as a result of the weatherization measures installed and diagnostic tests performed in the dwelling.

7.5.3.5 Contractor shall provide the client with an explanation of the effect of each measure in terms of preventing air infiltration or the escape of heated or cooled air from the dwelling and how to maximize the effect of such measures.

7.5.3.6 Contractor shall provide all clients with the EPA pamphlet, "A Citizen's Guide to Radon: The Guide to Protecting Yourself and Your Family from Radon."

7.5.3.7 The California Department of Public Health fact sheet FAQs "About Asbestos in the Home and Workplace".

7.5.4 Coordination

7.5.4.1 Contractor shall refer all potentially eligible applicants, including HEAP applicants, to the ESLIHEAP Weatherization Program, ECIP EHCS, California Alternative Rates for Energy Program (CARE), Reduced Rate Program (RRP), Arrearage Management Payment (AMP) Plan, DOE, or other energy or conservation programs. Contractor shall coordinate its activities with other federal, state, or local energy conservation programs with the goal of conserving energy, improving thermal efficiency, or defraying energy costs of low-income households.

7.5.4.2 Contractor shall provide assistance in coordinating the payment of client's energy/utility bill with the appropriate energy vendor or utility company. Contractor may also perform other coordinative activities with energy vendors/utility companies to provide input relative to the energy assistance needs of California's low-income households and a proactive educational

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concept in serving clients. This includes attending the California Public Utilities Commission's Low-Income Oversight Board Committee meetings.

7.6 Leveraging Activities

7.6.1 When ECIP EHCS services are provided Contractor shall refer, schedule or recommend a subsequent weatherization assessment, in accordance with the CSD TRM.

7.6.2 Leveraging weatherization funds may be used to install feasible measures in accordance with the CSD TRM. Client files shall be documented accordingly.

7.6.3 If Contractor is leveraging with non-CSD funded programs to meet CSD program requirements, then Contractor shall ensure that any non-CSD leveraged-funded activity performed in conjunction with the Weatherization and/or the ECIP EHCS program, is in conformance with weatherization guidelines. If permitted by the leveraged-funding source, Contractor shall document within the Weatherization and/or ECIP client file the activity performed, date of the activity performed, and the source of the leveraged funds. If the leveraged-funding source prohibits the disclosure of such information, Contractor shall as a minimum make reference to the leveraged activity within the weatherization and/or ECIP client file.

7.6.4 If Contractor is leveraging with DOE, all DOE requirements shall apply.

7.6.5 CSD may use information about leveraged activities paid for with funds from leveraged-funding source for the purpose of verifying the delivery of services. CSD may review and verify or use a third-party inspector to review and verify that the leveraged-funded activities conform to applicable ESLIHEAP standards and practices.

7.7 Record-Keeping Responsibilities

7.7.1 Contractor shall maintain client intake/needs assessment form(s) for Weatherization, HEAP, and ECIP, together with appropriate supporting documentation and shall maintain separate client files containing supporting documents related to disqualifications, denials, and appeals for each applicant who is not certified as being eligible to receive assistance.

7.7.2 Contractor shall ensure that the ECIP Home Energy Supplier Assurance (CSD 416) or approved Contractor's equivalent is completed by each nonregulated utility company, e.g., propane suppliers, wood suppliers, etc., providing services to clients of this Contract.

7.7.3 Contractor shall make a reasonable effort to collect the completed Client/Customer Consent Form and Authorization to collect energy usage data when the client

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applying for services is not the person listed as the account holder of the utility bill. Client services shall not be denied if the client or bill account holder refuses to sign the consent form.

7.7.4 All Client Files – General Requirements

Contractor shall maintain a separate file for each applicant by either a hard copy or electronic file, or a combination of both. Contractor must ensure that the method selected to maintain files does not impose unreasonable effort in CSD's ability to review any files. These files shall include, the following documentation, when applicable:

7.7.4.1 For Public Agencies only: Statement of Citizenship, Alienage and Immigration Status for Public Benefits, (CSD 600), and supporting documents;

7.7.4.2 Energy Intake Form (CSD 43) or approved Contractor's equivalent. Priority points must be written in the designated space on the Intake form;

7.7.4.3 Multi-Family Property Intake Form (CSD 43 MFP) or approved Contractor's Equivalent;

7.7.4.4 Utility/energy bill(s) for all sources of energy used by qualified households;

7.7.4.5 Documentation supporting eligibility in accordance with the Eligibility and Verification Guide;

7.7.4.6 Client Education Confirmation of Receipt (CSD 321) or approved Contractor's equivalent that substantiates that the client was provided services in accordance with Assurance 16 requirements;

7.7.4.7 Client denial or approval notification; and

7.7.4.8 Client/Customer Consent Form and Authorization (CSD 081) – Only requested when the client is not the account holder of the utility bill.

7.7.5 Client Files - ECIP Fast Track, ECIP WPO, HEAP, and WPO

Contractor shall maintain the following documents for each applicant receiving cash assistance services, as applicable:

7.7.5.1 Documentation that substantiates the requested ECIP Fast Track supplemental payment including the total amount due (at the time of intake) to the utility company, reconnection fees, and any other assessed

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utility fees/surcharges; it shall provide the condition(s) that establishes eligibility for benefits in accordance with ECIP Fast Track Benefit Determination Section 8.3 in subsection 8.3.3.3; and

7.7.5.2 Documentation that substantiates the requested ECIP WPO and WPO payment and supplemental payment in accordance with CPA-E-21-04 and CPA-E-21-04E WPO Benefit Formula Policy.

7.7.5.3 Documentation substantiating the portion of rent that is allocated toward energy costs.

7.7.6 Client Files - Weatherization and/or ECIP EHCS Specific

Contractor shall maintain the following documents for each applicant receiving weatherization and/or ECIP EHCS services, if applicable:

7.7.6.1 CSD Dwelling Assessment (CSD 540 series which includes: 540 Dwelling Assessment, 540A Weatherization Mold Assessment and Release, 540B Optional Customer Assessment Summary, 540C Whole-Dwelling Ventilation Calculation Worksheet, 540D Mechanical Ventilation Assessment, and 540E Refrigerator SIR Calculation Sheet) or approved Contractor's equivalent;

7.7.6.2 Combustion Appliance Safety Inspection (CASIF) (CSD CASIFs 700 or CSD 702 series);

7.7.6.3 Shell Leakage Data Sheet (CSD 704);

7.7.6.4 Duct Test Data Sheet (CSD 706);

7.7.6.5 CSD Weatherization Deferral (CSD 542) and other source documentation supporting deferrals and appeals;

7.7.6.6 Notice of Weatherization/Renovation (CSD 320) or approved Contractor's equivalent;

7.7.6.7 ECIP EHCS Assessment (CSD 57);

7.7.6.8 Record of Tenant Notification Procedures (CSD 322) or approved Contractor's equivalent;

7.7.6.9 Energy Service Agreement for Occupants (CSD 515A) or approved Contractor's equivalent;

7.7.6.10 Energy Service Agreement for Rental Property Owners (CSD

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515B) or Contractor's equivalent;

7.7.6.11 Contractor Post-Weatherization Inspection Report (CSD 611);

7.7.6.12 Multi-Unit Dwelling Unit Eligibility Certification (CSD 75P) or approved Contractor's equivalent;

7.7.6.13 Client confirmation of work completed;

7.7.6.14 Required building permits or buildings permit applications, or documentation of permit cost; and documentary evidence of final permit;

7.7.6.15 Copy of lead clearance inspection by a California Certified Inspector/Risk Assessor for applicable pre-1978 HUD units;

7.7.6.16 Waivers from CSD to exceed maximum costs of weatherization measures;

7.7.6.17 Documentation that substantiates all actual labor hours including a time and activity log associated with each job;

7.7.6.18 Documentation of weatherization measures installed and leveraged with other CSD and non-CSD weatherization program funds;

7.7.6.19 Documentation that substantiates the criteria and basis for replacement of gas and electric appliances, including results of required diagnostic tests, and the non-feasibility of Mandatory Measures not performed or installed;

7.7.6.20 Documentation indicating the manufacturer, manufacture date, make, and model and metering information for all refrigerator replacements;

7.7.6.21 Documentation referring to CSD or non-CSD weatherization;

7.7.6.22 Documentation of HERS inspection report and a copy of the invoice from the HERS Rater, in addition to the Residential Compliance Form (CF-1R, CF-4R and CR-6R);

7.7.6.23 Documentation providing evidence that the client receiving disaster-related services was a victim of a natural disaster;

7.7.6.24 All Historic Preservation Online (HPO) review documentation,

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including copies of the printed Project Description sheet (PDS) and HPO site e-mails;

7.7.6.25 Photographic documentation as required by the CSD TRM;

7.7.6.26 Building File Report (BFR) and Improvement Analysis Report (IAR) in each client file and retention of electronic audit file;

7.7.6.27 Documentation of attempts to schedule post-weatherization inspection appointments if inspection could not be performed;

7.7.6.28 Lead Safe Weatherization and Lead Renovation, Repair and Painting Compliance Report (CSD 708);

7.7.6.29 Notice of Survey by Electrical Contractor (CSD 543);

7.7.6.30 REM Energy Audit Entry Form (CSD 544);

7.7.6.31 Insulation Certificate (CSD 610); and

7.7.6.32 REM/Design Multi-Family Input Sheet (CSD 808).

7.7.7 Client Files – SWEATS Specific

Contractor shall maintain the required documents for each applicant receiving services under SWEATS in accordance with CPN-E-20-01 SWEATS Policy.

7.7.8 Translation of Forms

Contractor shall use a certified translator deemed qualified by the Contractor when translating CSD forms that require a client/customer signature into a foreign language.

7.7.9 Weatherization and ECIP EHCS Specific

7.7.9.1 Labor and Materials

7.7.9.1.1 Contractor shall maintain documentation in such a manner that include job references and total labor hours so that actual costs and actual labor hours billed to the weatherization and ECIP EHCS programs can be substantiated.

7.7.9.1.2 Contractor shall document all costs expended under this Contract with purchase orders, inventory records, and payroll records identifying the funding source.

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7.7.9.1.3 Contractor shall maintain documentation in such a manner to prove that materials used under this program conform to the requirements contained within the CSD TRM and state, county, or local regulations.

7.7.9.2 Training

Contractors who perform weatherization and ECIP EHCS services are required to input, update, and maintain employee data in the CSD Training Database. The Training Database is located and maintained on the CSD Local Agencies Portal and is a repository for Contractor and their subcontractors to track and monitor employees' completed trainings as they progress through the CSD training curriculum. The Training Database shall also document all training received for each employee and shall include for each training session/course the source/location, type/content, and completion date.

7.7.9.2.1 CSD shall maintain all training records in the Training Database for trainings completed through the CSD Online Weatherization Training Center, CSD-approved Training Centers, and field or classroom training provided by CSD or its agents.

7.7.9.2.2 Contractors shall maintain all training records in the Training Database for trainings provided by third parties for OSHA 10, OSHA 30, and EPA Renovator certifications as designated by CSD.

7.7.9.2.3 Contractors shall be responsible for maintaining the required training records in the same manner for their subcontractors.

7.7.9.2.4 Contractors shall update the Training Database (CSD Training Portal) with employee information on or before the first day of each subsequent month.

7.7.9.3 Equipment

7.7.9.3.1 Contractor and subcontractors who perform combustion appliance safety tests shall maintain the Carbon Monoxide Analyzer Calibration Log (CSD 785) documenting the calibration of all analyzers as required.

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7.7.9.3.2 Contractor and subcontractors who perform shell leakage testing and duct leakage diagnostic tests shall maintain the Manometer Calibration Log (CSD 786) documenting the calibration of all manometers as required.

7.7.9.3.3 Contractor and subcontractors who keep an inventory of portable appliances for the SWEATS program shall maintain a log documenting the location of all portable appliances on loan and in reserve. The log shall document the retirement or loss of the equipment.

7.7.9.4 Energy Audits

7.7.9.4.1 Contractor shall maintain electronic records generated from the REM/Design audit software for the required period of three years from submission of final report or until resolution of all related audit or monitoring findings, enforcement action, including cost disallowance, legal proceedings or other pending matters, whichever is later in accordance with Section 4.3.

7.7.9.4.2 Contractor shall make all records generated from the REM/Design audit software accessible to CSD, or a third-party inspector acting on CSD's behalf, for the purpose of a third-party inspections or monitoring.

7.7.9.4.3 Contractor shall submit all REM audits through the CSD Energy Audit Submittal System, including the initial audit submittal and resubmittals reflecting changes based on CSD feedback. A final audit shall also be submitted to address one or more of the following:

7.7.9.4.3.1 Changes in measure cost; input of final duct or shell leakage readings, in lieu of estimated leakage used for initial improvement analysis;

7.7.9.4.3.2 Changes to the final scope of work; any decisions related to full or partial measure leveraging.

7.7.10 Automation

7.7.10.1 Contractor shall use an automated application system capable of supporting ESLIHEAP's (Weatherization, ECIP EHCS, ECIP WPO, and HEAP WPO) data collection, reporting requirements, and client data transmission to CSD. No database transfer will be accepted prior to the

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completion of successful data file transfer testing to CSD. Contractor shall submit the data in accordance with CSD's Weatherization DTR layout found at https://agencies.csd.ca.gov/home/Energy/Pages/Resources.aspx. Contractor shall exercise best practice and perform a daily backup of all client data/application systems that capture ESLIHEAP service detail. Contractor shall assure that adequate files are maintained as required in Section 7.8.

7.7.10.2 Contractor shall also be responsible for monitoring the CORE online reports and for resolving payment issue(s) related to the delivery of benefits. The Agency Allocations/System Maintenance screen shall display historical and current detail level of program allocation information, summarizing Contractor's annual program allocation, expenditures, and returned benefits eligible for reissuance, if any. The Variance Report shall display the detail level of benefit information whereby the eligible benefit amount differs from the paid benefit amount. For resolution of partial credit returns, Contractor shall be responsible for following up with the client to resolve payment issue(s) and for providing CSD with the necessary information to reissue benefit(s). For full credit returns and warrant redeposits, Contractor shall be responsible for resolving and updating client data in CORE to reissue benefit(s).

7.7.10.3 Utilizing reporting options available within the CORE On-Line System, Contractor shall be responsible for generating HEAP and ECIP (Fast Track) reports to attain data specific to the following: rejected records, intake data, client and payment status, expenditures and current allocation balance, returned benefits, summarized county energy costs and burden, and a year-to-date goal status.

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SUBVENTION CONTRACT

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, eligible households may receive ECIP EHCS services and/or other weatherization services.

8.1.3 Contractor must ensure that the issuance of HEAP WPO benefits are in accordance with CPA-E-21-04 WPO Benefit Formula Implementation.

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

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services and goods provided are reasonable and within fair market value.

8.1.6 Contractor shall notify the applicant of the recipient household, in writing, when payments are made directly to an energy vendor for wood, propane, or oil on their behalf.

8.1.7 Contractor shall forward payments for WPO on behalf of applicants to corresponding energy vendor within 60 calendar days from the date obligation was incurred, unless a formal contract, approved by CSD, between Contractor and vendor provides for other terms.

8.2 Weatherization Activity Guidelines

8.2.1 Applicant Eligibility

8.2.1.1 Assistance shall be available only to households with incomes that do not exceed an amount equal to 60% of the State median income.

8.2.1.2 Income verification must be for one month. For acceptable types of documentation, refer to the current LIHEAP Eligibility and Verification Guide at https://agencies.csd.ca.gov/home/Energy/Pages/Contracts.aspx.

8.2.1.3 Contractor shall certify a household's income eligibility prior to the delivery of energy program services.

8.2.1.4 The income certification shall remain in effect for a period of 120 days from the date applicants are deemed eligible for services.

8.2.1.5 Contractor shall recertify household's income eligibility by obtaining updated income verification documentation if the dwelling assessment has not been completed within 120 days from the income certification date.

8.2.1.6 In the event the Contractor is unable to perform all weatherization services within the 180 days from dwelling assessment date, Contractor shall obtain updated income verification documentation to recertify the household's income eligibility.

8.2.1.7 Contractor shall collect copies of all of the household's energy utility bills for the current month, and if applicable, receipt(s) for wood, propane, and oil to determine the client's energy burden.

8.2.2 Dwelling Eligibility

8.2.2.1 Contractor shall perform the assessment of weatherized dwellings within

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120 days of the income certification date to receive weatherization assistance services.

8.2.2.2 Contractor shall complete the post-combustion appliance safety test within 60 days from the date of the pre-combustion appliance safety test. In the event the Contractor is unable to perform the work associated with the combustion appliance safety testing and the post-combustion appliance safety test within the 60-day period, Contractor shall perform another pre-test for the dwelling prior to commencing the delivery of any form of weatherization assistance services.

8.2.2.3 Contractor shall complete weatherization services within 180 days from the date of the original assessment of a dwelling.

8.2.2.4 Permission to Provide Services

8.2.2.4.1 Contractor shall obtain written permission of the owner-occupied dwelling from the tenant and the owner (or owner's agent) to perform any weatherization services. Such permission shall be recorded on the Energy Service Agreement for Occupant (CSD 515A) or approved Contractor's equivalent or the Service Agreement for Rental Property Owner (CSD 515B) or approved Contractor's equivalent.

8.2.2.4.2 If during the course of performing weatherization services in a dwelling, Contractor identifies that significant structural and/or engineering changes may occur, Contractor shall re-obtain written permission of the owner-occupant dwelling from the owner of a rental unit prior to continuing with the scheduled work.

8.2.2.5 Rent Increase Restrictions

8.2.2.5.1 For a period of two years after weatherization work has been completed on a dwelling containing a unit occupied by an eligible household, the tenants in that unit (including households paying for their energy through their rent) will not be subjected to rent increases unless those increases are demonstrably related to matters other than the weatherization work performed.

8.2.2.5.2 Tenants shall be given a written summary of these conditions with the current telephone number of the Contractor with instructions on how to file a complaint should these conditions not be met. Contractor shall investigate all complaints filed and

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shall forward a copy of all written complaints to CSD or, if a verbal complaint has been made, contact CSD with the details of the complaint-including date complaint was made, date investigations began, and results.

8.2.2.5.3 CSD will evaluate the merits of the complaint and all supporting documentation. If CSD determines a complaint is valid, CSD may pursue collection activities against the landlord in the amount equal to the weatherization work performed on that unit and/or building.

8.2.2.6 Multi-Unit Dwellings

8.2.2.6.1 In accordance with 10 CFR § 440.22(b)(2), Contractor may weatherize the whole building containing rental dwelling units when 66% (50% for duplexes and four-unit buildings) or more of the dwelling units in the building are income eligible:

8.2.2.6.1.1 Are eligible dwelling units, or

8.2.2.6.1.2 The dwelling units will become eligible (occupied by eligible low-income tenants) within 180 days under a federal, state, or local government program for rehabilitating the building or making similar improvement to the building.

8.2.2.6.2 If dwelling units are qualified for services through a federal, state, or local government rehabilitation program, documentation to verify participation in the rehabilitation program is required in the master job file.

8.2.2.6.3 Contractor shall complete a Multi-Unit Dwelling Unit Eligibility Certification (CSD 75P) or approved Contractor's equivalent for each building and shall maintain a copy in each individual client file.

8.2.2.6.4 Contractor shall certify unit eligibility by completing Energy Intake Form (CSD 43) or approved Contractor's equivalent for each dwelling unit in each building. Certification of eligibility by the owner/manager of the occupants of the building is not acceptable.

8.2.2.6.5 No undue or excessive enhancement shall occur to the value of the dwelling units.

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8.2.2.7 Previously Weatherized Dwellings

8.2.2.7.1 Once a dwelling has been submitted to CSD for reimbursement as a completed unit, any subsequent weatherization services provided to the dwelling shall be considered reweatherization, unless the work performed is for a call-back as specified in 8.2.2.8 below.

8.2.2.7.2 A previously applied measure may be reinstalled during its useful life term, as described in the Reimbursement Rates for Weatherization and EHCS Activities, due to premature failure or if the measure was destroyed by the prior-occupying household. Justification for the replacement must be documented in the client file.

8.2.2.7.3 Unoccupied multi-unit dwellings previously weatherized in accordance with this Contract and which receive appliance repair and/or replacement services upon occupation by an eligible tenant, shall be deemed re-weatherized dwellings.

8.2.2.7.4 If a dwelling has been previously weatherized under a CSD or another federal or non-federal program, Contractor may provide previously unapplied mandatory and optional measures within the dollar limits of this Contract.

8.2.2.8 Call-back

Services provided in a previously weatherized dwelling to correct a previously installed measure within the warranty period or as a result of a CSD inspection finding is a call-back and is allowable. Demographics for a callback are not included for reporting purposes.

8.2.2.9 Ineligible Dwellings

8.2.2.9.1 Contractor shall not weatherize a dwelling unit that is designated for acquisition or clearance by a federal, state, or local program within 12 months from the date of completion of the proposed weatherization.

8.2.2.9.2 Contractor shall not weatherize any dwelling under this Contract unless the property owner agrees to all the terms and conditions of the CSD Dwelling Assessment Form (CSD 540)

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and signs the Energy Service Agreement for Occupant (CSD 515A) or Service Agreement for Rental Property Owner (CSD 515B).

8.2.2.9.3 No institutional or commercial building including, but not limited to, universities, schools, nursing homes, hospital, shelters, or group homes, may be weatherized under this Contract.

8.2.3 Minimum Requirements for Weatherization Services

8.2.3.1 Contractor must install all feasible weatherization measures in accordance with the CSD TRM.

8.2.3.2 Single-family detached and other single-story dwellings that have not been previously weatherized under a CSD program or another program may be weatherized under this Contract only if:

8.2.3.2.1 Ceiling Insulation plus two additional Mandatory Measures are installed, or

8.2.3.2.2 In the event Ceiling Insulation is already installed or otherwise not feasible, at least three Mandatory Measures are installed.

8.2.3.3 Multi-unit dwellings that have not been previously weatherized under a CSD program or other program may qualify for weatherization services only if ceiling insulation plus two additional Mandatory Measures are installed or, in the event ceiling insulation is already installed or otherwise not feasible,-at least three Mandatory Measures are installed.

8.2.3.3.1 Installation of ceiling insulation shall be counted as a ceiling insulation measure for each unit within that building envelope.

8.2.3.3.2 Installation of a common water heater shall qualify as a Mandatory measure for each unit served by the same water heater.

8.2.3.4 If the required minimum number of weatherization measures cannot be installed due to the deferral of measures, then the entire unit shall be deferred in accordance with the CSD TRM.

8.2.3.5 The minimum number of weatherization measures may be leveraged with other weatherization programs. All leveraged measures used to fulfill the minimum number of required weatherization measures shall meet CSD installation standards.

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8.2.3.6 Contractor may complete weatherization services on agriculture housing units or multi-family units if each unit is separately metered and the services will result in a cost savings to the tenant.

8.2.4 Dwelling Assessments

8.2.4.1 Contractor shall assess the dwelling of each eligible applicant to determine if the unit is structurally sound and not in need of extensive repairs.

8.2.4.2 Contractor shall determine whether the dwelling meets the criteria for a Historic Preservation Review pursuant to subsection 8.2.4.7.2.

8.2.4.3 Contractor shall ensure that all dwelling assessments are performed by trained individuals possessing all the required skill and training as specified in Section 9.1, Training Requirements. In addition, Assessors must complete all required online based training courses to include: Environmental Hazard, Lead Safe Weatherization, and Health and Safety.

8.2.4.4 Contractor shall ensure job separation between staff performing dwelling assessments and the crew personnel responsible for performing the actual installation of weatherization measures. Assessors may not install weatherization measures in the same dwelling where the assessor performed the assessment for weatherization services.

8.2.4.5 If Contractor elects to subcontract with entities outside of CSD's network of Local Service Providers for the full installation of weatherization measures, the subcontractor performing the installation of weatherization measures shall not perform the dwelling assessment. Contractor shall ensure job separation by using Contractor's staff or another subcontractor to perform the dwelling assessments.

8.2.4.6 Contractor shall provide written documentation or notification to the owner-occupant and the owner of a rental unit or owner's agent and inform the tenant of any significant structural and engineering changes required to complete the weatherization work before the specified work commences.

8.2.4.7 Dwelling Assessment Performance

8.2.4.7.1 Dwelling assessments shall include the following required activities:

8.2.4.7.1.1 The visual assessment of the eligible dwelling to identify safety and structural hazards conditions

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present within the dwelling that may limit ability to perform any or all of the required weatherization services in accordance with CSD weatherization guidelines and terms of this Contract. Assessor shall disclose all noted safety and structural hazard conditions to the property owner and tenant, where applicable;

8.2.4.7.1.2 The visual inspection and pre-CAS diagnostic testing of all combustion appliances as to identify the presence of combustion appliance safety conditions within the occupied living space and requiring immediate attention and the offering of prescribed list of health and safety measures needed to remedy noted conditions; and

8.2.4.7.1.3 The visual inspection of dwelling to identify any structural deficiencies and/or barriers inhibiting the ability for required pressurized diagnostics to occur. Assessor shall also inform client of the various types of diagnostic testing to be performed within the dwelling, including the general nature and benefits of each form of required diagnostic testing.

8.2.4.7.2 Historic Preservation Review of Dwellings

8.2.4.7.2.1 To ensure compliance with Section 106 of the National Historic Preservation Act (54 USCS §§ 100101 et seq. & 300101 et seq., former 16 USCS §§ 470 et seq.), CSD will establish appropriate procedures for historic property review standards as outlined by a Programmatic Agreement with the State Historic Preservation Office. The established review standards will be utilized for weatherization activities conducted under the ESLIHEAP on dwellings that are 45 years or older. For purposes of this Contract, the historic review shall be known as the Historic Preservation Review.

8.2.4.7.2.2 Contractor shall ensure that a Historic Preservation Review is completed on a dwelling that is either: (1) 45 years or older, (2) located within a historic district, or (3) considered to be of exceptional importance under the National Register Criteria for Evaluation pursuant to 36 CFR § 60.4.

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8.2.4.7.2.3 When a dwelling assessment is performed and the dwelling is determined to meet any of the criteria specified in subsection 8.2.4.7.2.2, Contractor shall initiate the Historic Preservation Review process pursuant to DOE WAP ARRA No. 010.

8.2.4.7.3 Combustion Appliance Safety (CAS) Tests

8.2.4.7.3.1 The completion of the entire combustion appliance safety (CAS) test is required on all dwellings with combustion appliances.

8.2.4.7.3.2 If it is determined during the CAS test that the dwelling unit contains a condition that is hazardous to the occupants, proper steps must be taken to alleviate the hazard. In these cases, infiltration reduction measures may not be installed until the hazard has been corrected; however, Contractor may install non-infiltration measures in the interim, until the CAS condition is corrected.

8.2.4.7.4 If the dwelling unit is not eligible because of the need for extensive repair, the unit shall not be serviced, and the applicant should be referred to the local Housing and Community Development Department, U.S. Farmers Home Administration Housing Loan Program, or other similar organizations or programs.

8.2.4.7.4.1 Documentation of such ineligibility due to the need for extensive repairs shall be recorded on the CSD Weatherization Deferral (CSD 542).

8.2.4.7.4.2 If the applicant can obtain the necessary repairs to make the dwelling unit eligible for weatherization services, weatherization activities may be accomplished following the repair work.

8.2.4.8 Contractor shall ensure the health and safety of weatherization personnel in carrying out activities funded under this Contract. In the event the weatherization of a dwelling threatens the general health and safety of weatherization field personnel, Contractor shall take measures to ensure the safety of the personnel and thoroughly document the incident(s) utilizing the CSD Weatherization Deferral (CSD 542). The deferral form does not need to be signed by the client where weatherization personnel

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construe the client or occupants of the dwelling to be threatening and hostile. If unable to get a signature, a certified letter shall be sent to the owner, along with the tenant if the residence is a rental.

8.2.5 Diagnostic Testing

8.2.5.1 Contractor shall perform the shell leakage diagnostic testing only for shell sealing purposes on a minimum of 20% of the total SFD (one to four units) including mobile homes**,** and a minimum of 5% of MUD (five or more units) weatherized under this Contract. Shell leakage diagnostic testing shall be proportionate to the number of completed units for each quarterly period.

8.2.5.2 Following a determination that no combustion byproduct hazards exist, Contractor shall perform pressure diagnostic guided infiltration reduction using a pre-weatherization shell leakage test.

8.2.5.3 Duct Blaster diagnostic testing shall be required on all dwellings with forced-air systems.

8.2.5.4 Contractor shall ensure that all dwelling diagnostic tests are performed by trained individuals possessing all the required skill and training as specified in Section 9.1, Training Requirements.

8.2.5.5 If an unvented space heater is being utilized, infiltration reduction measures shall not be applied unless venting is installed, or the unit is replaced.

8.2.6 Health and Safety Measures

8.2.6.1 Prior to the performance of any heating/cooling service, a qualified technician must perform a diagnostic inspection of the primary heating/cooling appliance to assess operational performance.

8.2.6.2 Contractor is authorized to mitigate health and safety hazards in accordance with the CSD TRM.

8.2.6.3 Health and Safety Measures and Mandatory Insulation Measures must be installed in priority order. Other Mandatory Measures must be installed before optional measures, and no measure shall be excluded, unless the:

8.2.6.3.1 Shell leakage and/or pressurized duct diagnostic test indicates that installation of the measure is not necessary;

8.2.6.3.2 Dwelling already has that measure in place;

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8.2.6.3.3 Measure cannot be properly installed;

8.2.6.3.4 Client refuses installation (client refusal is to be documented and placed in file);

8.2.6.3.5 Maximum dollar limit is reached; or

8.2.6.3.6 Measure is not needed or required.

8.2.6.4 After Health and Safety Measures have been addressed, Insulation Measures, if feasible, must be installed prior to the installation of any other Mandatory and Optional Measures. Non-Mandatory Measures including Infiltration Reduction, General Heat Waste, and Electric Base Load Measures need not be installed in priority order.

8.2.6.5 If a health and safety hazard is found to exist that requires replacing or repairing a combustion appliance, the cost of which will preclude the installation of the required number of Mandatory Measures for a unit to be weatherized, the dwelling may qualify for weatherization under the following conditions:

8.2.6.6 The combustion appliance is repaired or replaced; and

8.2.6.7 All remaining feasible Mandatory Measures are installed up to the maximum dollar limit.

8.2.6.8 If the dollar limit has not been reached in installing feasible Mandatory Measures, Contractor may install optional measures.

8.2.6.9 Health and Safety Measures

8.2.6.9.1 The following guidelines are restricted to occupied SFD and/or MUD units:

8.2.6.9.1.1 A residential heating source that qualifies for repair and replacement services must be a single, pre-existing heating appliance, serving as the dwelling's primary heating source; and

8.2.6.9.1.2 A residential cooling source that qualifies for cooling services must be a single, pre-existing cooling appliance, serving as the dwelling's primary cooling source, limited to mechanical air conditioners, central and window/wall air conditioners, and evaporative coolers.

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8.2.6.9.2 Any and all health and safety heating/cooling appliance services shall be performed in accordance with the following guidelines:

8.2.6.9.2.1 All repair and replacement services are limited to dwellings with pre-existing heating and cooling appliances. An exception to this rule exists, however, for those dwellings without a heating and cooling appliance and there are no means to provide adequate heating and/or cooling during a climatic season that would cause imminent harm to the health and wellbeing of individuals or the household.

8.2.6.9.2.2 For those conditions where a true crisis exists, and the heating and/or cooling needs cannot be remedied by the installation of a permanent repair or new appliance installation, Contractor shall provide such dwellings with temporary portable devices to support the means of providing adequate cooling and/or heating to occupants of the residence to alleviate the crisis situation and to meet basic heating/cooling needs.

8.2.6.9.2.2.1 Occupant shall be advised of the higher energy consumption associated with portable heating/cooling devices.

8.2.6.9.2.2.2 Occupant shall certify that all of the manufacturer's safety instructions will be abided by.

8.2.6.9.2.2.3 Contractor shall make all attempts to purchase Energy Star-rated portable devices if available.

8.2.6.9.2.3 The age of a heating/cooling appliance shall not be used as a basis for replacement.

8.2.6.9.2.4 When repair, replacement, or installation of a primary heating appliance is required in accordance with the conditions and requirements above but cannot be completed for any reason, the entire dwelling shall be deferred.

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8.2.6.9.3 Contractor shall repair a defective primary heating appliance when the cost to assess and repair is estimated at less than 50% of the cost of installing a new replacement unit.

8.2.6.9.4 If during the course of repairing the defective unit additional problems are found that would increase the cost of repairs to more than the allowable limit for repair costs, the unit may be replaced.

8.2.6.9.5 When replacement of a defective primary heating/cooling appliance is performed, Contractor shall perform necessary duct repair and/or replacement services in order to conform to Title 24 requirements.

8.2.6.9.6 Fuel switching or replacement of a heating/cooling appliance for an alternate type shall only be allowed when justified by an energy audit as described in TRM Appendix D *Energy Audit/Priority List Protocol*.

8.2.7 Energy Audit Requirements

8.2.7.1 If all feasible measures classified under Health and Safety, Infiltration Reduction and other Mandatory Measures have been assessed, Contractor may assess additional measures utilizing the Energy Audit Requirements by conducting a REM/Design or Targeted Retrofit Energy Analysis Tool (TREAT) audit in accordance with CSD Single-Family/Small Multi-Family Energy Audit Protocol, CSD Multi-Family Energy Audit Protocol.

8.2.7.2 Energy audits shall be conducted as specified in the CSD Single-Family/Small Multi-Family Energy Audit Protocol (CSD TRM) incorporated by reference to this Contract and available on the CSD Local Agencies Portal at https://providers.csd.ca.gov/Energy/Weatherization.aspx.

8.2.7.2.1 REM/Design energy audit tool may be applied to single-family dwellings, mobile homes, and multi-unit dwellings containing 24 or fewer dwelling units where each unit is independently heated and/or cooled.

8.2.7.2.2 Targeted Retrofit Energy Analysis Tool (TREAT) may be applied to all multi-unit dwellings except for those multi-unit dwellings that are qualified to use REM/Design.

8.2.8 Occupant Notification

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If, in accordance with the provisions of this article, any notice to an occupant is required, notice shall be in writing and a copy of such notice shall be given to the owner of the unit, when the unit is occupied by a non-owner occupant, or when the unit is vacant.

8.3 Energy Crisis Intervention Program (ECIP) Services Activity Guidelines

8.3.1 Purpose of ECIP Funds

ECIP funds may only be used to resolve emergencies that fit the federal definition [42 USC § 8622(1)], including:

8.3.1.1 A natural disaster (whether or not officially declared),

8.3.1.2 A significant home energy supply shortage or disruption,

8.3.1.3 An official declaration of a significant increase in:

8.3.1.3.1 Home energy costs;

8.3.1.3.2 Home energy disconnections;

8.3.1.3.3 Enrollment in public benefit programs; or

8.3.1.3.4 Unemployment and layoffs.

8.3.1.4 An official emergency declaration by the Secretary of Health and Human Services.

8.3.1.5 In those situations where there is not an official federal, state, or local declaration of emergency, e.g., an undeclared natural disaster or a significant home energy supply shortage or disruption that affects a low-income individual, an emergency will be deemed to exist by CSD where there is imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services.

8.3.2 Capacity and Responsibility to Provide Emergency Assistance

8.3.2.1 In accordance with federal and state law and ECIP Policy and Procedures, Contractor must be qualified and capable of carrying out an energy crisis intervention program that provides timely and effective emergency assistance, not later than the timeframes stated in 42 USC § 8623(c), that resolves the energy crisis. Contractor must meet minimum program requirements for timing and ensuring accessibility to eligible applicants as

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further defined at 42 USC § 8623(c).

Once applicants meet the eligibility and prioritization criteria and funds are available, Contractor shall:

8.3.2.1.1 Within 48 hours after a household applies and is determined to be eligible for ECIP, provide assistance in the form of a payment guarantee to the appropriate gas or electric vendor or a WPO payment that will resolve the energy crisis; and

8.3.2.1.2 Within 18 hours after a household applies and is determined to be eligible for ECIP, provide assistance in the form of a payment guarantee to the appropriate gas or electric vendor or a WPO that will resolve the energy crisis if such household is in a life-threatening situation.

8.3.2.2 Contractor agrees to provide all reasonable information requested by CSD during the term of this Contract in order to enable CSD to assess the adequacy of Contractor's current energy crisis intervention program and Contractor's ability to implement the program.

8.3.2.3 Federal and state law permit the allowability of costs to the ECIP only where the costs are used to provide emergency assistance in an energy crisis. In addition to all other provisions in this Contract permitting, restricting, or otherwise relating to ECIP costs, such costs are allowable only upon adequate demonstration by the Contractor that the related activities meet the definition of "emergency" as specified in federal law and this Contract.

8.3.3 ECIP Fast Track and WPO

8.3.3.1 ECIP Fast Track and WPO Services shall be provided in accordance with the LIHEAP Agency Local Plan in Article 14.

8.3.3.2 Applicant Eligibility

8.3.3.2.1 Assistance shall be available only to households with incomes that do not exceed an amount equal to 60% of the State median income.

8.3.3.2.2 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.

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8.3.3.2.3 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.

8.3.3.2.4 Conditions for ECIP services must meet the criteria for an emergency as defined in 42 USC §8622 (1), ECIP Policy and Procedures and Article 13, Definitions.

8.3.3.2.5 ECIP Fast Track Utility Assistance

8.3.3.2.5.1 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.

8.3.3.2.5.2 For purposes of the present Section 8.3.3, an emergency energy-related crisis does not exist if the cost of energy is included in the applicant's rent, and Contractor may not make ECIP Fast Track payment(s).

8.3.3.2.6 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:
8.3.3.2.6.1 Proof of utility shutoff notice;

8.3.3.2.6.2 Proof of energy termination;

8.3.3.2.6.3 Insufficient funds to establish a new energy account;

8.3.3.2.6.4 Insufficient funds to pay a delinquent utility bill;

8.3.3.2.6.5 Insufficient funds to pay for essential firewood, oil, or propane; or

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8.3.3.2.6.6 CSD further defines WPO crisis as 30 days or less of fuel.

8.3.3.3 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:

8.3.3.3.1 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.

8.3.3.3.2 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.

8.3.3.3.3 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.

8.3.3.3.4 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.

8.3.3.3.5 Contractor shall review, check for duplicates, and approve applications in accordance with Contractor's approved LIHEAP Agency Local Plan in Article 14 and the current LIHEAP Eligibility and Verification Guide.

8.3.3.4 WPO Benefit Determination

8.3.3.4.1 WPO benefits shall be determined in accordance with CPA-E-21-04 and CPA-E-21-04M WPO Benefit Formula Implementation.

8.3.3.4.2 Contractor shall review, check for duplicates, and approve applications in accordance with Contractor's approved LIHEAP Agency

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Local Plan in Article 14 and the current LIHEAP Eligibility and Verification Guide.

8.3.3.5 ECIP Fast Track/WPO Payment Guidelines

8.3.3.5.1 Eligible households may receive only one ECIP Fast Track/WPO, or HEAP/WPO payment per program year; however, Contractor can use program income to provide a supplemental ECIP Fast Track/WPO or HEAP/WPO for clients experiencing an extenuating circumstance. In addition to receiving one ECIP (Fast Track/WPO) or HEAP/WPO payment, eligible households may receive ECIP EHCS services and/or other weatherization services, if needed.

8.3.3.5.2 Contractor shall ensure that the maximum base benefit total for ECIP WPO does not exceed $1,000. If Contractor uses program income to provide a supplemental ECIP WPO payment, the total payment cannot exceed $1,000.

8.3.3.5.3 Contractor shall exercise due care to ensure that duplication of ECIP Fast Track/WPO or HEAP/WPO payments does not occur at any time during the term of this Agreement.

8.3.3.5.4 When a HEAP payment or ECIP Fast Track payment has been made directly to an energy vendor, notification of payment(s) shall be shown as a credit on the utility bill(s).

8.3.3.6 ECIP WPO Payment Guidelines Specific

8.3.3.6.1 Contractor shall complete the ECIP/HEAP Payment Request Confirmation (CSD 415) or approved Contractor's equivalent form or approved Contractor's equivalent process that confirms payment was made to the client's account. If the client does not have an account, confirmation of the delivery of the benefit to the client is required.

8.3.3.6.2 Contractor shall make payments directly to energy vendors on behalf of clients whose energy sources are wood, propane, or oil.

8.3.3.6.3 CSD will not make payments to clients for WPO assistance.

8.3.3.6.4 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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8.3.3.6.5 Contractor shall notify the applicant of the recipient household, in writing, when payments are made directly to an energy vendor for wood, propane, or oil on their behalf.

8.3.3.6.6 Contractor shall forward payments for WPO on behalf of applicants to corresponding energy vendor within 60 calendar days from the date obligation was incurred, unless a formal contract, approved by CSD, between Contractor and vendor provides for other terms.

8.3.4 ECIP Emergency Heating and Cooling Services (EHCS)

8.3.4.1 Applicant Eligibility

Eligibility of the applicant shall meet all requirements for eligibility as described in the Weatherization Activity Guidelines specified in Section 8.2.

8.3.4.2 Dwelling Eligibility

Eligibility of the dwelling shall meet all requirements for eligibility as described in the Weatherization Activity Guidelines specified in Section 8.2.

8.3.4.3 Dwelling Assessments

8.3.4.3.1 Assessment of the dwelling shall meet all requirements as described in the Weatherization Activity Guidelines specified in Section 8.2.

8.3.4.3.2 Work crews of Contractor who are only performing heating and cooling services shall not be required to perform the entire CAS test and may limit the testing to only the heating and cooling appliances to be repaired or replaced.

8.3.4.4 Allowable Services

ECIP EHCS may be used for the repair, replacement, and new installation of heating/cooling and water heating appliances identified in the ECIP Policy and Procedures and must meet the following criteria:

8.3.4.4.1 The applicant is income eligible and submits the required documentation to complete the eligibility of the dwelling;

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8.3.4.4.2 The applicant has insufficient funds to pay the cost of repairing or replacing an eligible heating or cooling appliance or for a new heating or cooling appliance;

8.3.4.4.3 The appliance condition meets one of the appliance repair/replacement criteria as defined in the ECIP Policies and Procedures; and

8.3.4.4.4 The services to mitigate and completely resolve the emergency and satisfy the relevant emergency assistance meet the timeframes as defined in the ECIP Policies and Procedures.

8.3.5 Natural Disasters

8.3.5.1 When a dwelling that has been damaged by a natural disaster such as fire, flood, earthquake, hurricane, etc., a scope of work shall be submitted to CSD for approval prior to beginning work related to a natural disaster.

8.3.5.2 The occupant shall be certified as currently eligible and a dwelling assessment shall be performed.

8.3.5.3 Contractor may have damages repaired that are within the scope of the weatherization program if the same services will not be paid for or reimbursed by any other source.

8.4 ECIP Fast Track and HEAP Electric and Gas Pledge Guidelines

8.4.1 Contractor shall pledge all applications where the Contractor has determined the applicant has a qualifying emergency as specified in subsection 8.3.3.2.6 of Section 8.3, regardless of whether 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.

8.4.2 After a pledge has been made, Contractor shall submit the application to CORE as specified in subsection 6.1.1 of Section 6.1.

8.4.3 Contractor shall determine the applicant has met the eligibility requirements prior to pledging. If an eligible applicant is subsequently determined to be ineligible, Contractor shall cancel the ineligible applicant's pledge with the Utility Company within five business days upon such determination.

8.4.4 If the applicant's pledge amount changes, Contractor shall adjust the pledge amount with the Utility Company.

8.5 SWEATS and PSPS Activity Guidelines

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8.5.1 The SWEATS Policy was developed by CSD to facilitate the delivery of allowable LIHEAP emergency service provisions during an emergency such as a natural disaster or energy supply shortage or disruption. These services include: The CPN-E-20-01 SWEATS Policy includes guidelines, reimbursement provisions, and other information to support successful implementation and administration of SWEATS provisions during a qualifying event. Contractor shall ensure SWEATS implementation and administration is in accordance with CPN-E-20-01.

8.5.2 The PSPS Policy was developed to facilitate the delivery of allowable services to low-income households medically vulnerable to the effects of energy related emergencies and residing in designated High Fire Risk Areas. Contractor shall ensure that PSPS implementation and administration is in accordance with CPN-E-20-02 PSPS Emergency Preparedness Pilot Policy and CPN-E-20-02M3.

8.6 Quality Assurance

8.6.1 Certification

Contractor, or its designee, shall establish a comprehensive, detailed, and fully documented Quality Control procedure to assess the quality and completeness of Weatherization and ECIP EHCS work performed under this Contract. Such assurance will be documented on the CSD Dwelling Assessment Form (CSD 540) and CSD Post Inspection Form (CSD 611) or approved Contractor's equivalent and shall be signed and dated by a certifying Contractor representative.

8.6.2 Post-Weatherization Inspections

8.6.2.1 Contractor shall perform Post-Weatherization Inspections on 100% of the dwellings weatherized under this Contract. Weatherization jobs where measures installed are limited to lightbulbs, water measures and alarms are exempt from receiving post-inspections.

8.6.2.2 If Contractor is unable to perform a post-inspection, Contractor must demonstrate that a reasonable attempt was made to schedule or perform the post-inspection. Attempts must be fully documented on the CSD Post-Weatherization Inspection (CSD 611) and maintained in the client file. The following shall constitute a reasonable effort:

8.6.2.2.1 One phone call attempt plus one correspondence to client stating an attempt was made to inspect and offering to reschedule; or

8.6.2.2.2 One missed appointment or a client refusal plus one correspondence stating an attempt was made to inspect and

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offering to reschedule.

8.6.2.3 Post-Weatherization inspections shall be conducted for the purpose of assessing the quality and completeness of performed weatherization services and compliance with CSD TRM. The post-inspection shall:

8.6.2.3.1 Verify that all measures were completely installed in accordance with said terms and conditions of this Contract;

8.6.2.3.2 Review of installed measures to determine the absence of any feasible Mandatory Measure not installed and the installation of a measure (non-feasible measure) that may not be in compliance with said standards and the terms and conditions of this Contract;

8.6.2.3.3 Verification that the unit received shell leakage, and duct leakage testing, as applicable;

8.6.2.3.4 Verification that required CAS testing of eligible combustion appliances was performed and inspection of combustion appliances to verify the safe operating condition of combustion appliances within the dwelling residence; and

8.6.2.3.5 Verification that an energy audit was performed when required and in compliance with Energy Audit/Priority List Protocol.

8.6.2.3.6 Confirm ECM's installed as part of an energy audit meet energy audit improvement results including but not limited to: pre and post blower door and duct testing results; insulation R-values, and heating/cooling and water heating appliance efficiency ratings; and that the costs billed do not exceed the improvement costs identified in the Improvement Audit Report.

8.6.2.3.7 Inspection of the unit dwelling to ensure that all identified health and safety hazards, whether pre-existing or resulting from the performance of weatherization services, have been successfully remedied.

8.6.2.4 Contractor shall ensure that Post-Weatherization Inspections are performed by trained staff successfully completing all required training as specified in Article 9.1, Training Requirements.

8.6.2.5 If Contractor subcontracts Post-Weatherization Inspection services, then Contractor must aggregate weatherization jobs to mitigate the cost

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associated with performing inspections. The maximum allowable cost of each post-inspection by a subcontractor is as follows:

8.6.2.5.1 Subcontractors awarded a contract through a competitive procurement process shall not exceed the measure maximum per inspection. The inspection rate includes all expenses related to the Post-Weatherization Inspection such as the cost of the inspection, administration and travel costs of subcontractor.

8.6.2.5.2 Subcontractors that are part of CSD's network of ESLIHEAP contractors, and performing inspections under a contract, Memorandum of Understanding or similar contract, and not competitively procured in accordance with the Contractor's procurement process and procedure, shall bill actual costs for the Post-Weatherization Inspection and related expenses such as inspector wages, overhead, administration and travel costs of subcontractor. The total cost of all related expenses shall not exceed the measure maximum per inspection.

8.6.2.6 Contractor shall ensure job separation between staff performing post-weatherization inspection activities and weatherization crew personnel performing the physical installation and performance of weatherization measure services funded under this Contract.

8.6.2.7 If Contractor elects to subcontract with entities outside of CSD's network of Local Service Providers for the full installation of weatherization measures, the subcontractor performing the installation of weatherization measures shall not perform the post-weatherization inspection activities. Contractor shall ensure job separation by using Contractor's staff or another subcontractor to perform the post-weatherization inspection.

8.6.2.8 The Quality Assurance Inspector shall certify the performance of Post-Weatherization Inspections of dwelling units by completing and signing Contractor Post-Weatherization Inspection Report (CSD 611). Contractor shall retain a copy of the completed and signed form in the client file.

8.6.3 Third-Party Inspections

8.6.3.1 CSD may use a third-party inspector to review and verify that the weatherization activities performed under this Contract conform to applicable standards and practices.

8.6.3.2 Contractor or a ride-along (designated representative) shall accompany the inspector on client inspection visits and shall provide transportation and equipment to the inspector. When possible, Contractor shall make

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corrections during the client inspection visits.

8.6.3.3 Contractor agrees to remedy all Nonhazardous Conditions (nonhazardous work deficiencies) noted by CSD or its designee within 20 business days of written notification.

8.6.3.4 Contractor must remedy all Hazardous Conditions resulting from weatherization measure installation in accordance with the CSD TRM. Any Hazard Fails that are not remedied within 18 hours will require completion of the Hazardous Correction Work Plan denoting the reason why the hazardous correction is unable to be resolved within 18 hours and the action that will be taken to resolve the hazard.

8.6.3.5 Contractor must remedy all inspection corrections identified on the Comprehensive Inspection Report including confirmation of correction to CSD's third-party inspector within 20 business days.

8.6.4 Noncompliance

8.6.4.1 Contractor shall be subject to the withholding of any or all reimbursements for failure to completely resolve a Hazardous Condition in accordance with the CSD TRM. The reimbursement sanction will apply to the next fiscal reimbursement request associated with the program of the weatherized unit in question. The reimbursement sanction will remain in effect until Contractor successfully resolves the Hazardous Condition and confirms the resolution with CSD and the designated Inspection Contractor. The sanction will apply to all subsequent fiscal reimbursement requests of the primary funding source in question so long as the Hazardous Condition remains unresolved.

8.6.4.2 If it is determined that the Contractor has failed to resolve an identified Hazardous Condition in accordance with the Hazardous Correction Work Plan, CSD may utilize the services of the designated Inspection Contractor to successfully resolve the delinquent Hazardous Condition. Contractor will assume responsibility for costs associated with the use of Inspection Contractor's services. The costs will include labor, materials, and travel equal to the Inspection Contractor's training and technical assistance hourly rate and the total amount will be withheld from the Contractor's next request for fiscal reimbursement.

8.6.4.3 If it is determined that the Contractor has incorrectly billed CSD because a measure was not installed, or the quantity installed is less than the quantity billed, Contractor shall install the billed measure or quantity, if feasible. In cases when a physical remedy is not possible, repayment of the labor and material costs for the non-installed measure or quantity will be withheld

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from subsequent reimbursements.

8.6.4.4 Contractor will be subject to Special Conditions, in accordance with Section 10.4, if it is determined that one or more of the following conditions exist:

8.6.4.4.1 Contractor has a history of unsatisfactory performance;

8.6.4.4.2 Identification of one or more Hazardous Conditions in dwellings weatherized by Contractor;

8.6.4.4.3 Failure to remedy an identified Hazardous Condition in a timely manner; and

8.6.4.4.4 Substantial number of Nonhazardous Conditions and/or identified trends or patterns of nonconformance to installation criteria.

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SUBVENTION CONTRACT

ARTICLE 9 - TRAINING, LICENSING AND CERTIFICATIONS

9.1 Training Requirements

9.1.1 All training, as indicated by employee classification in the CSD Weatherization Training Program Requirements Matrix, shall be provided through a CSD-approved training mechanism utilizing CSD-approved training curricula. In-house training may be provided for EPA or HUD-approved Lead-Safe Weatherization Training or unless otherwise noted. Training coursework must be successfully completed according to the terms of each course. Certificates of completion shall be issued by the CSD-approved training entity upon successful completion of each course, unless where otherwise noted below.

9.1.2 Training Provisions for Staff of Contractor and Subcontractors:

9.1.2.1 Within 30 calendar days of employment, weatherization employees of Contractor and subcontractors shall receive Health and Safety, Environmental Hazards Awareness and Lead-Safe Weatherization Training. An Assessor, Energy Auditor, Worker, Supervisor, or Inspector shall not be allowed to enter, assess, conduct an audit on, weatherize, or inspect a dwelling unit until the required Health & Safety, Environmental Hazards Awareness and Lead-Safe Weatherization Training has been completed.

9.1.2.2 Within 180 calendar days of employment, all weatherization employees of Contractor shall receive on-the-job Basic Weatherization Training.

9.1.3 Training Provisions Based Upon Job Duties:

9.1.3.1 When job duties include duct leakage and shell leakage diagnostics, weatherization employees of Contractor and subcontractors shall receive Duct Leakage/Shell Leakage Diagnostic Training. No employee of Contractor and subcontractor shall perform diagnostic testing without having completed the required training.

9.1.3.1.1 Subsequent to successful completion of the Duct Leakage/Shell Leakage Diagnostic Training, Contractor and subcontractor employees are required to participate in a monitored field practice under the supervision of a third-party inspector and/or training provider to further evaluate employee knowledge and skill in this area of diagnostic testing.

9.1.3.1.2 Contractor and subcontract employees failing to demonstrate appropriate knowledge and skills in this competency will be required to complete additional training to enhance deficient skill and knowledge and will be prohibited from performing

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this activity until the completion of required training.

9.1.3.2 When job duties include Combustion Appliance Safety, weatherization employees of Contractor and subcontractors shall receive Combustion Appliance Safety Training. No employee of Contractor and subcontractors shall perform combustion appliance safety checks without having completed the required CSD-approved training.

9.1.3.2.1 Subsequent to successful completion of Combustion Appliance Safety Training, Contractor and subcontractor employees are required to participate in a monitored field practice under the supervision of a third-party inspector and/or training provider to further evaluate employee skill and knowledge in performing Combustion Appliance Testing.

9.1.3.2.2 Contractor and subcontractor employees failing to demonstrate appropriate knowledge and skills in this competency will be required to complete additional training to enhance deficient skill and knowledge and will be prohibited from performing this activity until the completion of required training.

9.1.3.3 When job duties include performing Assessments and/or Field Supervision, weatherization employees of Contractor and subcontractors who perform Assessments and/or Field Supervision shall receive Field Assessment and Field Supervision Training. No employee of Contractor and subcontractors shall perform Assessments or supervision without having completed on-the-job required training. Certificates of Completion shall be issued following successful completion of the second phase ("field portion") of the training.

9.1.3.3.1 Subsequent to successful completion of Field Assessment and/or Field Supervision Training, Contractor and subcontractor employees are required to participate in a monitored field practice under the supervision of a third-party inspector and/or training provider to further evaluate employee skill and knowledge in performing Assessments and/or Field Supervision.

9.1.3.3.2 Contractor and subcontractor employees failing to demonstrate appropriate knowledge and skills in this competency will be required to complete additional training to enhance deficient skill and knowledge and will be prohibited from performing this activity until the completion of required training.

9.1.3.4 Weatherization employees of Contractor and subcontractors who perform Quality Assurance Inspections and/or Field Supervision shall receive

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Quality Assurance/Inspector Training. No employee of Contractor and subcontractor shall perform inspections without having completed the required training.

9.1.3.4.1 Subsequent to successful completion of Quality Assurance/Inspector Training, Contractor and subcontractor employees are required to participate in a monitored field practice under the supervision of a third-party inspector and/or training provider to further evaluate employee skill and knowledge in Quality Assurance Inspections and/or Field Supervision.

9.1.3.4.2 Contractor and subcontractor employees failing to demonstrate appropriate knowledge and skills in this competency will be required to complete additional training to enhance deficient skill and knowledge and will be prohibited from performing this activity until the completion of required training.

9.1.4 Training and technical assistance funds may also be used to train Contractor's subcontractors participating in the program and excludes on-the-job training. In making the determination to pay for subcontractor training, Contractor should secure a retention contract in exchange for the training. The subcontract should stipulate that the subcontractors will work in the program, for a minimum of 12 months.

9.1.5 For weatherization services performed on HUD units, all work crews of Contractor and subcontractors who perform basic weatherization or specialty services are required to be trained in HUD-approved Lead-Safe Weatherization, although certification is not required. No employee of Contractor and subcontractors shall perform work in a pre-1978 HUD dwelling until the required training has been received. Although a crew supervisor can be certified as a HUD Lead Abatement Supervisor or Worker, it is not a substitute for the requirement of trained work crews.

9.1.6 EPA Lead Renovator training is required per the EPA for all Contractors and subcontractors performing work on pre-1978 homes, where the work could potentially disturb lead-based paint.

For weatherization services performed on pre-1978 units, all work crews of Contractor and subcontractors who provide basic weatherization or specialty services are required to be trained in EPA-approved Lead Renovator practices, and firm certification is required. No employee of Contractor and/or subcontractors shall perform such work on a pre-1978 dwelling until the required training has been received.

9.1.7 Contractor shall maintain and make available for reference to Contractor's employees and subcontractors who perform weatherization and ECIP EHCS services the

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following:

9.1.7.1 CSD TRM;

9.1.7.2 Other applicable policies and procedures; and

9.1.7.3 Official State and Federal Program Notices.

9.1.8 OSHA-10 is required for all crews, and OSHA-30 is required for all Contractor supervisors who are regularly on-site and monitor for field safety.

9.2 Contractor Licensing

Contractors, unless otherwise exempt or their subcontractors performing basic weatherization services under this Contract shall comply with TRM and the following licensing requirements:

9.2.1 Possess and maintain an active Class "B" General Building Contractor license, issued by the Contractors State License Board (CSLB) in the name of the Contractor/qualifying individual;

9.2.2 Contractor is responsible for ensuring that all subcontractors have active licensing and are in good standing for the duration of the subcontract; and

9.2.3 Contractor shall immediately notify CSD when any changes in licensing occur.

9.3 Special Licensing - Weatherization

9.3.1 Special licensing may also be required for the installation and/or repair of Evaporative Cooler, Cook Top and Range, Vented Space Heater, Air Conditioning, and Gas and Electric Water Heaters, if two or more weatherization measures are not installed in a single unit. Electrical wiring upgrade/replacement and knob and tube wiring certification will always require a C-10 license.

9.3.2 Specialty subcontractors must possess all applicable licenses as required by the CSLB to carry out installation and/or repairs. Specialty licensing is required for specific measures, including: C-10 Electrical Contractor (including electrical wiring upgrade/replacement and knob and tube wiring certification); C-20 Warm-Air Heating, Ventilation and Air-Conditioning Contractor; C-36 Plumbing Contractor; C-46 Solar Contractor; C-47 Mobile Home Contractor; and D-65 Weatherization Energy Conservation.

9.3.3 Contractor is responsible for ensuring that all subcontractors have active licensing and are in good standing with the CSLB for the duration of the subcontract.

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9.4 Environmental Protection Agency (EPA) Certifications

9.4.1 All contractors providing services utilizing in-house crews shall be certified as an EPA Certified Firm in accordance with EPA's Renovation, Repair and Painting Program requirements (40 CFR Part 745). Contractors who subcontract all of their weatherization and ECIP EHCS services are required to be certified and shall have at least one EPA Certified Renovator on staff for subcontractor oversight purposes.

9.4.2 Contractors shall ensure that all subcontractors whose work potentially disturbs lead paint are EPA Certified Firms and have EPA Certified Renovators on staff.

9.4.3 Any contractor without the required certification will not be allowed to perform weatherization or EHCS services.

9.5 Mandatory Training

Contractor must participate in mandatory training such as eligibility start-up training, CSD TRM training, contract review webinars, monitoring trainings and other trainings CSD deems mandatory. CSD will notice Contractor with a minimum of 10 business days prior to training.

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SUBVENTION CONTRACT

COMPLIANCE REQUIREMENTS

ARTICLE 10 - COMPLIANCE POLICIES AND PROCEDURES

10.1 Right to Monitor, Audit, and Investigate

10.1.1 Any duly authorized representative of the federal or state government, which includes but is not limited to the federal offices of inspectors general, the State Auditor, CSD staff, and any entity selected by CSD to perform inspections and/or investigations, shall have the right to monitor and audit Contractor and all subcontractors providing services under this Contract through on-site visits, audits, and any other appropriate means CSD deems necessary.

10.1.2 Contractor shall, upon reasonable notice, make available all information and materials reasonably necessary for CSD to substantiate to its satisfaction that expenditures incurred under this Contract are allowable and allocable, including, but not limited to files, books, documents, papers, and records. Contractor agrees to make such information and materials available to the federal government, the State, or any of their duly authorized agents or representatives, for purpose of examination, copying, or mechanical reproduction, on or off the premises of the subject entity.

10.1.3 Any duly authorized agent or representative of the federal or state government shall have the right to undertake investigations in accordance with 42 USC § 8627 and Gov Code § 16366.7, as amended.

10.1.4 All contracts entered into by Contractor with audit firms for purposes of conducting independent audits under this Contract shall contain a clause allowing CSD or any duly authorized agent or representative of the federal or state government timely access to the working papers of the audit firm(s).

10.2 Auditing Standards and Reports

10.2.1 Auditing Standards

10.2.1.1 *Applicability.* The standards set forth in 45 CFR Part 75 Subpart F – Audit Requirements are hereby incorporated by reference.

10.2.1.2 *Supplemental Audit Guide.* In addition to the audit requirements specified above, Contractor must follow the most current CSD Supplemental Audit Guide, incorporated into this Contract by reference in Article 14. The Supplemental Audit Guide may be accessed at https://agencies.csd.ca.gov/home/Energy/Pages/Resources.aspx.

10.2.2 Audit Reports

10.2.2.1 Funds provided under this Contract shall be included in an audit

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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.

10.2.2.2 *Organizations below audit threshold.* Contractors falling below the federal funding threshold that mandates a single audit may be subject to an audit and/or other fiscal- or program-specific review conducted by CSD or its agents, upon 30-day written notice.

10.2.2.3 The financial and compliance audit report shall contain the following supplementary financial information: a Schedule of Expenditures of Federal Awards (SEFA) in accordance with 2 CFR § 200.510 (45 CFR § 75.510). All ESLIHEAP and LIHEAP grants shall be reported separately on the SEFA by program component, i.e., Weatherization (Wx) and 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.

10.2.3 *Submission of Audit Reports.* Contractor shall submit to CSD one electronic copy of the required audit report(s) and any management letter(s) issued by the accountant, within the earlier of 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the Contractor's fiscal year.

10.2.4 *Failure to File IRS Form 990 for Tax-Exempt Organizations* If Contractor fails to file Form 990 timely, Contractor must provide:

10.2.4.1 Evidence of an extension request with an estimated timeframe for submission; or

10.2.4.2 An explanation of why Contractor does not plan to file Form 990.

10.2.5 The audit report(s) and all supplemental financial information must be submitted to the following addresses:

Electronic copy:
audits@csd.ca.gov.

Printed copy:
Department of Community Services and Development
Attention: Audit Services Unit

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2389 Gateway Oaks Drive, Suite 100
Sacramento, CA 95833

Upon receipt of the audit report, CSD's Audit Services Unit (ASU) will send a confirmation email within 10 business days. Contractor should verify receipt of ASU's confirmation email to ensure your single audit was received.

In accordance with the guidelines of the Division of Audits of the California State Controller's Office (SCO), if Contractor is a local government agency, additional copies of the audit report must be submitted to the following address:

Mailing Address:

State Controller's Office
Division of Audits
Financial Audits Bureau/Single Audits Unit
P.O. Box 942850
Sacramento, CA 94250-5874

Street Address for Fed Ex:

State Controller's Office
Division of Audits
Financial Audits Bureau/Single Audits Unit
3301 C Street, Suite 700
Sacramento, CA 95816

10.2.6 Failure to Comply with Audit Reporting Requirements

If Contractor fails to comply with Federal statutes, regulations or the terms and conditions of this Contract, CSD may impose additional conditions, as described in 45 CFR § 75.207. If CSD determines that noncompliance cannot be remedied by imposing additional conditions, CSD may take one or more of the following actions, as appropriate in the circumstances, as provided in 45 CFR § 75.371 - § 75.380 *Remedies for Noncompliance*:

10.2.6.1 Temporarily withhold cash payments pending correction of the deficiency by Contractor or more severe enforcement action by the Federal awarding agency;

10.2.6.2 Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;

10.2.6.3 Wholly or partly suspend or terminate the Federal award;

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10.2.6.4 Recommending that suspension or debarment proceedings (as authorized under 2 CFR Part 180) be initiated by the Federal awarding agency;

10.2.6.5 Withhold further federal awards; or

10.2.6.6 Take other remedies that may be legally available.

10.2.7 Collection of Disallowed Costs

10.2.7.1 If Contractor challenges questioned costs and submits complete and accurate information or documentary evidence in support of the allowability of questioned costs, CSD shall, after consideration of Contractor's submission issue a final TR, no later than 30 days after receipt of Contractor's information or documentation. If questioned costs are determined to be owning, CSD's Financial Services Unit (FSU) will send an invoice. Contractor will tender payment to FSU or a repayment plan acceptable to FSU.

10.2.7.2 All statements, notices, responses and demands issued in accordance with this Section 10.2.7 shall be in writing.

10.2.7.3 CSD may, at its discretion, reasonably extend the time periods allowed for responses specified in this Section 10.2.7.

10.3 Compliance Monitoring

10.3.1 As the recipient of federal ESLIHEAP block grant funds under this Contract, Contractor must substantiate that all costs claimed pursuant to this Contract are allowable and allocable under all applicable federal and state laws. To be entitled to reimbursement, Contractor must trace all allowable costs to the level of expenditure, to include providing supporting documentation reasonably necessary to substantiate the validity of such claim.

10.3.2 As the administrator of the ESLIHEAP 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 law, and for allowable and allocable costs under the applicable rules of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR Part 75).

10.3.3 CSD is required to conduct on-site or in-house and follow-up monitoring of Contractor to ensure that Contractor meets the Production Plan, administrative standards, financial management requirements, and other requirements of ESLIHEAP.

10.3.4 CSD shall provide Contractor reasonable advance notice in writing of on-site and/or

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in-house monitoring reviews of Contractor's program or fiscal performance.

10.3.5 Compliance monitoring will consist of a questionnaire that Contractor will be required to complete and return to CSD within 30 calendar days from receiving the questionnaire.

10.3.6 CSD will conduct client file reviews to verify compliance with financial and program requirements. CSD shall notify Contractor of the client files requested, and Contractor shall provide the client files within five business days.

10.3.7 CSD may increase the number of client files reviewed and frequency of client file reviews based on the severity of non-compliance issues identified during the client file review process.

10.3.8 In accordance with Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR Part 75), Contractor shall cooperate with CSD program and audit staff and other representatives and provide access to all programs, records, documents, resources, personnel, inventory, and other things reasonably related to the administration and implementation of the services and activities funded directly or indirectly by this Contract. To the extent Contractor maintains records and documents in an electronic format, Contractor must make such records and documents readily available to CSD program and audit staff and other representatives: 1) for review on an appropriate electronic device provided by Contractor; and/or 2) for reproduction in electronic and/or hard copy format, as is necessary to affect the purposes of this Section 10.3. In order to realize the objectives of this subsection and to ensure that the integrity of the program, the proper expenditure of grant funds, and to prevent fraud, waste, abuse, and unjust enrichment, whether by design or inadvertence, Contractor shall cooperate with CSD as follows:

10.3.8.1 Upon request, provide a list of clients, jobs or properties to or for which ESLIHEAP services have been provided by Contractor, and to or for which Contractor has provided related services under other federal, State or non-governmental programs such as, but not limited to, public and private utility company programs, collectively "Associated Programs."

10.3.8.2 With respect to such list of clients, jobs, or properties, provide CSD and/ or the investigative entities or persons referenced in Section 10.1.1, access to client files or similar records and documents of the Associated Programs for the purpose of determining whether related services have been provided that result in duplicate billings or any violation of federal or State law, this Contract, or applicable federal and/or State guidelines.

10.3.8.3 For purposes of this Section 10.3.8:

10.3.8.3.1 "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.

10.3.8.3.2 To the extent necessary to realize the objectives of this article, the term "Contractor" includes any subcontractor or agent of Contractor in possession of the files, records, or documents or other information bearing on related services under any relevant Associated Program.

10.3.8.4 It is understood that Contractor has no obligation to provide access to the client files, records, and documents of an Associated Program when no ESLIHEAP services have been provided and the client, job, or property is not required to be on the list furnished to CSD by Contractor, as provided herein.

10.3.8.5 In the event Contractor is unable to comply with the provisions of subsections 10.3.8.1 or 10.3.8.2 because of restrictions placed on Contractor by law in connection with an Associated Program, or restrictions imposed on Contractor pursuant to a binding written contract between Contractor and the funding source of such Associated Program, then Contractor shall so inform CSD by written declaration and provide supporting documentation for such declaration. Contractor shall, together with any declaration made, certify to CSD in writing that:

10.3.8.5.1 Contractor has not submitted duplicate billings to both ESLIHEAP and Associated Program; or

10.3.8.5.2 Contractor has not otherwise engaged in similar actions in violation of federal or state law.

10.3.9 CSD will host a File Transfer Protocol (FTP) Server and provide Contractor with specifications, documentation, and sample of FTP file configurations screens, as necessary, to enable Contractor to use the FTP Server to upload client files, records, and documents. Contractor shall submit client files, records, and documents via the FTP to allow CSD to complete an in-house review.

10.3.10 In the event that CSD determines that Contractor is not in compliance with material or other legal requirements of this Contract, CSD shall provide the observations, recommendations, or findings and request for a corrective action plan to Contractor in writing. Contractor shall submit to CSD a specific action plan for correcting the noncompliance.

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10.3.11 Collection of Disallowed Costs

10.3.11.1 In the event questioned costs are identified in a final decision on cost disallowance issued by CSD, Contractor shall comply with any demand for repayment, as specified in such final report.

10.3.11.2 *Time for response.* Contractor shall have no less than 30 calendar days from receipt of the final decision to tender payment to CSD or, alternatively, to provide CSD with complete and accurate information or documentary evidence in support of the allowability of questioned costs.

10.3.11.3 *Notice after review of further supporting evidence.* If Contractor challenges questioned costs and submits complete and accurate information or documentary evidence in support of the allowability of questioned costs as provided above in subsection 10.3.11.2, CSD shall, after consideration of Contractor's submission, accordingly, issue a revised Notice of Disallowed Costs, if any, no later than 30 days after receipt of Contractor's information or documentation. Contractor shall have 15 days from receipt of such Notice to tender payment or a repayment plan acceptable to CSD. In the alternative, Contractor may request a hearing in accordance with subsection 10.4.4 of this Contract, for CSD's final determination of disallowed costs.

10.3.11.4 All statements, notices, responses and demands issued in accordance with this Section shall be in writing.

10.3.11.5 CSD may, at its discretion, reasonably extend the time periods allowed for responses specified in this Section.

10.4 Enforcement Process - Noncompliance with Requirement of this Contract

10.4.1 Tax-Exempt Status Requirement

Nonprofit charitable organizations must maintain their 501(c)(3) tax-exempt status as a requirement for continued ESLIHEAP grant reimbursements and participation under the current Contract. All 501(c)(3) contractors shall notify CSD within one business day upon revocation of their tax-exempt status and cease all work performed under this Contract. CSD will halt all payments to Contractor while its nonprofit, tax-exempt status is revoked. Work performed prior to the revocation, but billed after such notice is received, shall be timely reimbursed to the Contractor. In addition, CSD may take additional enforcement steps consistent with federal and state law and this Contract.

10.4.2 General

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The authority for CSD Enforcement Actions, as defined in Section 10.4.3, for cost disallowances/ recovery of misused funds, and for de-designation of eligible entity status (collectively "Enforcement Process") is found in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR Part 75), and in state regulations, with particular reference to 22 CCR § 100875. In order to facilitate compliance with the cited authorities, the parties to this Contract agree that: 1) the present article shall guide, inform and clarify the Enforcement Process; 2) shall establish the procedures to be followed; and 3) establish the rights and obligations of the parties with respect to the Enforcement Process, for purposes of implementing the principles set out in the applicable legal authorities.

10.4.3 Enforcement Action, "High Risk" – Determination and Notice

10.4.3.1 If CSD determines that Contractor is not financially stable, and that Contractor's financial condition is so tenuous that its ability to implement this Contract is seriously compromised, or if CSD determines that Contractor has not complied with the requirements of this Contract and that Contractor's noncompliance constitutes a material breach of the Contract, CSD may initiate an Enforcement Action. For purposes of this article, "Enforcement Action" means the imposition of any of the following: a) special conditions and/or sanctions; b) a determination of cost disallowance; c) contract suspension; d) contract termination; or e) termination of Contractor's service provider status.

10.4.3.2 To initiate an Enforcement Action, CSD must provide Contractor with written notice of "high risk" designation, setting forth: 1) the factual and legal basis for the determination of noncompliance, upon which the "high risk" designation is based; 2) the corrective action(s) required; and 3) the date by which the corrective action must be taken and completed.

10.4.3.3 For purposes of this article, "material breach" means any act or omission by Contractor that is in contravention or disregard of Contractor's duties and obligations under the terms of this Contract and under applicable State and federal law, which act or omission:

10.4.3.3.1 Constitutes fraud or gross negligence by Contractor or its agent(s);

10.4.3.3.2 Is likely to result in significant waste and/or abuse of federal funds;

10.4.3.3.3 Has a significant adverse impact on Contractor's ability to meet its administrative, financial, or programmatic duties and obligations over the term of the Contract or a significant portion thereof;

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10.4.3.3.4 Violates or otherwise disregards significant program guidance and other requirements of the Federal Government, whether issued directly or through CSD;

10.4.3.3.5 May have serious adverse effects and consequences on the Contractor's customers, employees, subcontractors, creditors, suppliers, vendors, or other stakeholders; or

10.4.3.3.6 May otherwise significantly and adversely affect the viability, effectiveness, or integrity of the program.

10.4.4 Special Conditions and Sanctions

10.4.4.1 "High risk" designation may include the imposition of Special Conditions, Sanctions and/or other special requirements with respect to Contractor's performance. CSD may impose Special Conditions and/or Sanctions upon a determination that such steps are reasonably necessary to address acute financial instability or a material breach of contract, as defined in Section 10.4.3, above.

10.4.4.2 Notice of Special Condition(s) and/or Sanction(s) shall be in writing and shall become effective on the date specified in the notice. Notice must contain the following information:

10.4.4.2.1 The nature of the Special Condition(s) and/or Sanction(s) being imposed;

10.4.4.2.2 The reason(s) for imposing Special Condition(s) and/or Sanction(s); and

10.4.4.2.3 The corrective actions that must be taken and the time allowed for completing them before CSD removes the Special Condition(s) and/or Sanction(s).

10.4.4.3 Special Conditions may include, but are not limited to:

10.4.4.3.1 Obtaining training and/or technical assistance;

10.4.4.3.2 The imposition of special or additional reporting requirements;

10.4.4.3.3 Special or conditional cost reimbursement requirements and procedures;

10.4.4.3.4 The provision of documentation by Contractor; and/or

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10.4.4.3.5 The requirement to amend or modify systems, procedures, and/or policies.

10.4.4.4 Sanctions may include, but are not limited to:

10.4.4.4.1 The suspension of advances and/or reimbursements; and/ or

10.4.4.4.2 The issuance of stop work orders.

10.4.4.5 Sanctions may not be imposed without a hearing being first held in accordance with applicable regulations, unless CSD reasonably determines on the basis of credible information that:

10.4.4.5.1 Substantial sums to be paid to Contractor have been or will be used in violation of law or the provisions of this Contract; or

10.4.4.5.2 The associated costs are otherwise very likely to be disallowed; and

10.4.4.5.3 If Sanctions are not immediately imposed, taxpayer dollars are at significant risk and are unlikely to be recovered.

10.4.4.6 Review of Special Conditions and/or Sanctions.

10.4.4.6.1 If Contractor elects to contest the action to impose Special Conditions and/or Sanctions, Contractor shall have five business days following receipt of Notice of Enforcement Action in which to show cause, in writing, why the Special Conditions or Sanctions should not be enforced.

10.4.4.6.2 CSD shall have five business days following receipt of Contractor's response to accept or reject Contractor's objection and to state in writing the consequences of the decision and Contractor's obligations going forward, if any.

10.4.4.6.3 Contractor may, within five business days of receipt of Notice of Enforcement Action, request an informal meeting for the parties to consider the merit of the Notice and to discuss alternative courses of action, which meeting CSD may agree to if, in its sole judgment, it determines the meeting would be helpful to the process, can be held expeditiously, and will not unduly cause delay or otherwise increase the risk of loss of taxpayer dollars.

10.4.4.6.4 Contractor may, at any time, request in writing that CSD

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initiate the contract suspension or contract termination processes, to include the requisite hearings, as set out in 22 CCR § 100875.

10.4.4.6.5 Should Contractor fail to show cause why the Enforcement Action should not go forward, or should Contractor fail to request that CSD initiate either the contract suspension or termination processes, CSD may initiate such action upon its own motion.

10.4.4.6.6 Special conditions and sanctions shall remain in effect until the hearing procedure is completed, provided, with respect to sanctions, CSD reasonably determines that subsection 10.4.4.5 applies.

10.4.5 Cost Disallowance

10.4.5.1 If Contractor's non-compliance with the terms of this Contract results in an enforcement action, and if CSD determines that Contractor's non-compliance has resulted in questioned costs, CSD shall provide Contractor with a Statement of Questioned Costs along with the Notice of Enforcement Action, or at such later time in the Enforcement Process as questioned costs have been identified.

10.4.5.2 The Statement of Questioned Costs shall include:

10.4.5.2.1 A description of the costs questioned and the specified amount by type or category of costs;

10.4.5.2.2 The reason the costs are questioned, and the information and/ or documentation required to justify payment of the costs; and

10.4.5.2.3 The timeframe and procedures for Contractor's submission of the required information or documentation to CSD.

10.4.5.3 If CSD determines that more information is required before a Statement of Questioned Costs can be issued or before a final determination of cost disallowance can be made, CSD may conduct an investigative audit of Contractor's records, files and books of account, or retain an audit firm for such purpose. Contractor agrees to cooperate fully in any audit conducted and to ensure that Contractor's agents, accountants and subcontractors cooperate in the performance of such audit. A report of any audit conducted shall be shared with Contractor, who shall be given ample opportunity to respond to findings and to submit information and

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documentation in support of the response. If Contractor fails to cooperate in the conduct of an audit, initiated pursuant to this subsection, CSD may either impose sanctions, as provided in subsection 10.4.3 or, if feasible, issue a Notice of Disallowed Costs.

10.4.5.4 After CSD has considered any information and/ or documentation submitted by Contractor in response to a statement of questioned costs or in response to an investigative audit report, CSD shall issue a Notice of Disallowed Costs, which notice shall include:

10.4.5.4.1 The amount of disallowed costs to be repaid, if any; and

10.4.5.4.2 The date by which repayment must be made or, in the alternative,

10.4.5.4.3 The date by which Contractor must submit a proposed repayment plan for consideration by CSD.

10.4.5.5 Before the expiry of five business days after receipt of a Notice of Disallowed Costs, Contractor may challenge the Notice of Disallowed Costs by requesting a hearing, conducted in accordance with the procedures set out in 22 CCR § 100875, for the purpose of adjudicating the matter of cost disallowance, provided however that either Contractor or CSD may opt to adjudicate other pending Enforcement Action matters, as provided in subsection 10.4.4.6. of this section, in a combined proceeding.

10.4.5.6 If Contractor fails to request a hearing to adjudicate cost disallowance, as provided in subsection 10.4.5.5, the Notice of Disallowed Costs shall be deemed final and Contractor shall comply with the provisions of the present Section 10.4.5.

10.4.5.7 Contractor will not be deemed to have complied with a Notice of Disallowed Costs until repayment is made or CSD has approved a repayment plan. In determining the acceptability Contractor's repayment plan, CSD shall take into consideration such factors as, but not limited to:

10.4.5.7.1 Federal requirements or conditions applicable to the grant(s) under which the disallowed costs were funded;

10.4.5.7.2 The exigencies of the grant program and CSD's ability to reallocate the funds repaid or otherwise dispose of the funds in accordance with applicable law;

10.4.5.7.3 The risk of being unable to recover funding and the options for

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securing Contractor's repayment obligation; and

10.4.5.7.4 Contractor's financial condition and ability to pay.

10.4.6 Contractor shall remain on "high risk" until CSD reasonably determines that Contractor has complied with the requirements of the Notice of "High Risk" Designation, including verification by CSD that corrective measures have been implemented, that all conditions have been met and that disallowed costs have been repaid or, alternatively, that CSD has deemed Contractor's repayment plan to be acceptable and Contractor has demonstrated it is in compliance with the plan. Upon determination that Contractor has complied with the requirements of the Notice of "High Risk" Designation, CSD shall give Contractor written notice of such determination.

10.4.7 In the event Contractor's non-compliance with the terms and conditions of this Contract are not remedied through imposition of special conditions, and/or sanctions, thereby enabling CSD to remove "high risk" designation, CSD may initiate further Enforcement Actions involving Contract Suspension, Contract Termination and Termination of service provider status, which shall be initiated and conducted in accordance with the applicable provisions found in 22 CCR § 100875 and other applicable State and federal statutes and regulations.

10.4.8 Lien rights

The State retains lien rights on all funds advanced.

10.5 Service Delivery and Expenditure Requirements

10.5.1 Service Delivery and Expenditure of Funds

10.5.1.1 Contractor shall, in accordance with Government Code §16367.5, be afforded maximum flexibility and control, within the parameters of federal and state law, in the planning, administration, and delivery of ESLIHEAP services. Regardless of the modalities and techniques utilized, Contractor is obligated: a) to ensure that the maximum numbers of persons are served, consistent with the effective and efficient service delivery, with program requirements and with applicable law; and b) to fully expend program funds by the date identified in the contract.

10.5.1.2 A substantial failure to expend funds and provide services to readily available qualified applicants, except for compelling reasons beyond Contractor's control, shall be deemed prima facie evidence of breach of contract and may constitute grounds for "high risk" designation and the applicable remedies as provided in Section 10.4, "Enforcement Process – Noncompliance with the Requirements of this Contract." Such failure of

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performance may, in accordance with the provisions of this article, result in a reduction in Contractor's grant allocation and the redistribution of future funding to other performing service providers.

10.5.2 Contractor Expenditure and Reporting Requirements

Contractor shall be at 99% expenditure of the Contract by May 31, 2025.

10.5.2.1 CSD will monitor Contractor's expenditures to evaluate compliance with meeting expenditure requirement by May 31, 2025, for each program category, including capped budget items.

10.5.2.2 Contractor shall submit timely expenditure reports, that allow CSD to evaluate Contractor's ability to meet the May 31, 2025, 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.

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SUBVENTION CONTRACT

CERTIFICATIONS AND ASSURANCES

ARTICLE 11 - FEDERAL AND STATE POLICY PROVISIONS

11.1 Certifications

11.1.1 Contractor's signature affixed to this Contract shall constitute a certification that to the best of its ability and knowledge it will, unless exempted, comply with the provisions set forth in the following:

11.1.1.1 Drug-Free Workplace Requirements, Contractor Certification Clauses 04/2017 (CCC-04/2017)

11.1.1.2 National Labor Relations Board Certification (CCC-04/2017)

11.1.1.3 Expatriate Corporations (CCC-04/2017)

11.1.1.4 Domestic Partners (CCC-04/2017)

11.1.1.5 Labor Code/Workers' Compensation (CCC-04/2017)

11.1.1.6 Americans with Disabilities Act (CCC-04/2017)

11.1.1.7 Contractor Name Change (CCC-04/2017)

11.1.1.8 Resolution (CCC-04/2017)

11.1.1.9 Air or Water Pollution Violation (CCC-04/2017)

11.1.1.10 Safeguarding Access to State Data (Department of Finance, Budget Letter 04-35)

11.1.1.11 Safeguarding Against and Responding to a Breach of Security Involving Personal Information (Office of Information Security and Privacy Protection, Management Memo 08-11).

11.1.2 The above documents are hereby incorporated by reference into this Contract. To access these documents, please visit the CSD Local Agencies Portal at https://agencies.csd.ca.gov/home/Energy/Pages/Resources.aspx.

11.1.3 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.

11.2 Provisions for Federally Funded Grants

11.2.1 Contractor certifies that it possesses legal authority to apply to the State for ESLIHEAP funds and assures compliance with the purposes as set forth in 42 USC §§ 8621 et seq., as amended.

11.2.2 Eligibility to Receive Federally Funded Public Benefits

Pursuant to the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (PRWORA) (Public Law (Pub. L.) 104-193), as amended, and Executive Order W13596, dated August 27, 1996, while in effect, applicants for federally funded public benefits are required to provide proof of U.S. citizenship, U.S. non-citizen national, or qualified alien status. (8 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.

11.2.3 Under the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA) Section 508, and NO VERIFICATION REQUIREMENT FOR NONPROFIT CHARITABLE ORGANIZATIONS, Section 432 (d) of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (8 USC § 1642 et seq.) as amended, Nonprofit Charitable Organizations are exempt from the requirement to determine, verify, or otherwise require proof of U.S. citizenship, U.S. non-citizen national, or qualified alien status of any applicant for such benefits in providing any Federal public benefit (as defined in 8 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)).

11.2.4 Salary Limitation - Federal funds for these grant programs consistently include a provision as part of the Consolidated Appropriations Act (e.g., Public Law 115-31, May 5, 2017) from Congress that the amount that “shall be used to pay the salary of an individual, through a 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/ under the “Rates of Pay for the Executive

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Schedule" link. This amount reflects an individual's base salary exclusive of fringe benefits and any income that an individual may be permitted to earn outside of the duties of the non-Federal entity's organization. This salary limitation also applies to subawards, contracts, and subcontracts under an ACF grant or cooperative agreement.

11.2.4.1 Federal Funds Accountability and Transparency Act (FFATA) Requirements. Awards under these programs are included under the provisions of P.L. 109-282, the "Federal Funds Accountability and Transparency Act of 2006" (FFATA). Under this statute, the grant recipient is required to report information regarding executive compensation and all subawards, contracts, and subcontracts in excess of $25,000 through the Federal Subaward Reporting System (https://www.fsrs.gov/) and in accordance with the terms found in Federal regulations at 2 CFR Part 170, including Appendix A.

11.2.4.2 Pursuant to the FFATA, CSD is required to report information regarding contractors (sub-awardees) receiving ESLIHEAP funds. Contractor must complete CSD form 279 and return with the Contract to enable CSD to comply with FFATA reporting requirements. CSD may issue guidance and/or Amendment(s) to this Contract, establishing additional reporting requirements as necessary to ensure compliance with the FFATA or other Federal and State regulations, as applicable.

11.2.5 Human Trafficking Provisions. Contractor is subject to the requirements of Section 106(g) of the "Trafficking Victims Protection Act of 2000" (22 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.

11.2.7 Prohibition on Use or Procurement of Covered Telecommunications Equipment or Services. 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).

11.3 Federal Certifications Regarding Debarment, Suspension, and Related Matters

Contractor hereby certifies to the best of its knowledge that it or any of its officers, or any subcontractors:

11.3.1 Are not presently debarred, suspended, proposed for debarment, declared ineligible,

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or voluntarily excluded from covered transactions by any federal department or agency;

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

11.3.3 Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in Section 11.3.2 above of this certification; and

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

11.3.5 If any of the above conditions are true for the Contractor or any of its officers, Contractor shall describe such condition and include it as an attachment to the Contract. Based on the description, CSD in its discretion may decline to execute this Contract or set further conditions for this Contract. In the event any of the above conditions are true and not disclosed by Contractor, it shall be deemed a material breach of this Contract, and CSD may terminate this Contract for cause immediately pursuant to the termination provisions of State and federal law governing the Low-Income Home Energy Assistance Program.

11.3.6 As provided in this article, Contractor must certify in writing to the best of its knowledge that any subcontractor(s) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.

11.3.7 No entity may participate in ESLIHEAP in any capacity or be a recipient of ESLIHEAP funds if the organization has been found ineligible for participation in federal assistance programs or activities. (Executive Orders 12549 and 12689, 2 CFR Parts 180 and 376.) All contractors must obtain a Unique Entity Identifier assigned by the System for Award Management (SAM), if they do not already have one. CSD will check the SAM to verify that the Contractor is not debarred, suspended, or ineligible. See 45 CFR §§ 75.342 and 75.352.

11.4 Affirmative Action Compliance

11.4.1 Each contractor or subcontractor with 50 or more employees and a contract of $50,000 or more shall be required to develop a written Affirmative Action Compliance Program.

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11.4.2 The written program shall follow the Equal Employment Opportunity clause obligations set forth in Title 41 of the Code of Federal Regulations, Subtitle B, Section 60-1.40, Sections 60-2.10 through 60-2.32, and Sections 60-741.1 through 60-741.47.

11.4.3 Each contractor or subcontractor with less than 50 employees shall comply with Executive Order 11246, Part II, Section 202, as amended by Executive Order 11375. Contractor shall ensure that subcontractors falling within the scope of this provision shall comply in full with the requirements thereof.

11.5 Nondiscrimination Compliance

11.5.1 Contractor's signature affixed hereon shall constitute a certification that to the best of its ability and knowledge will, unless exempted, comply with the nondiscrimination program requirements set forth in this section.

11.5.2 Contractor hereby certifies compliance with the following:

11.5.2.1 Federal Executive Order 11246, as amended by Executive Order 11375, relating to equal employment opportunity;

11.5.2.2 Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 USC §§ 2000d et seq. and 2000e et seq.);

11.5.2.3 The Rehabilitation Act of 1973, as amended (29 USC §§ 701 et seq.);

11.5.2.4 Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended (38 USC § 4211 et seq.; 41 CFR Subtitle B, Part 60-300);

11.5.2.5 Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (41 CFR Subtitle B, Chapter 60, as amended); and

11.5.2.6 Americans with Disabilities Act of 1990 (Pub. L. 101-336; 42 USC § 12101 et seq.).

11.6 Contractor Fair Hearing - Civil Rights Act Violation

11.6.1 In the event of any violation or alleged violation of Title VI of the Civil Rights Act of 1964, as amended, (42 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.

11.6.2 The HHS shall conduct such fair hearing in accordance with Title 45, Code of Federal Regulations, Part 81.

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11.7 Specific Assurances

11.7.1 Smoking Prohibitions.

11.7.1.1 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.

11.7.1.2 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.

11.7.2 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.

11.7.3 Federal and State Occupational Safety and Health Statutes

Contractor assures that it shall be in compliance with the provisions as set forth in Federal and State Occupational Safety and Health Statutes: the California Safe Drinking Water and Toxic Enforcement Act of 1986 (Health & Safety Code §§ 25249.5 et seq.); Universal Waste Rule (Hazardous Waste Management System: Modification of the Hazardous Waste Recycling Regulatory Program) (63 FR 71225, codified at 40 CFR Parts 266 & 273); and California Workers' Compensation laws (Labor Code §§ 3200 et seq.).

11.7.4 Political Activities

11.7.4.1 Contractor shall refrain from all political activities if such activities involve the use of any funds that are the subject of this Contract.

11.7.4.2 Contractor is prohibited from any activity that is designed to provide voters or prospective voters with transportation to the polls or to provide

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similar assistance in connection with an election if such activities involve the use of any funds that are subject to this Contract.

11.7.5 Lobbying Activities

11.7.5.1 Contractor shall refrain from all lobbying activities if such activities involve the use of any funds that are the subject of this Contract or any other fund, programs, projects, or activities that flow from this Contract.

11.7.5.2 If Contractor engages in lobbying activities, Contractor shall complete, sign and date the CERTIFICATION REGARDING LOBBYING/DISCLOSURE OF LOBBYING ACTIVITIES, as required by the HHS (45 CFR Part 93, Appendix A).

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SUBVENTION CONTRACT

ARTICLE 12 -GENERAL TERMS AND CONDITIONS GTC 04/2017

Contractor may find the required California General Terms and Conditions (GTC 04/2017) at the following web address:

https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language

Click the "GTC 04/2017" link to download the current requirements.

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SUBVENTION CONTRACT

ARTICLE 13 - 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.

Contract: The complete contents of this contract entered into by and between CSD and Contractor, including all rights, duties, and obligations, whether expressed or implied, required toward the legal performance of the terms hereof.

Amendment: A formal change to the Contract of a material nature including but not limited to the term, scope of work, or name change of one of the Parties, or a change of the maximum amount of this Contract.

Authorized Agent: The duly authorized representative of the Board of Directors of Contractor and duly elected or appointed, qualified, and acting officer of CSD. In the case of Contractor, CSD shall be in receipt of board resolution affirming an agent's representative capacity to bind Contractor to the terms of this Contract.

CSD Program Advisory (CPA): The purpose of the CPA is to provide information, correct problems, contradictions and uncertainty. A CPA serves as short-term guidance to inform or direct immediate action to correct a problem or provide relief from an obligation.

CSD Program Notice (CPN): The purpose of the CPN is to supplement contractual requirements and facilitate program implementation. A CPN serves as long term guidance to summarize or interpret regulations or contract requirements.

Call-Back: A call-back is a visit from Contractor that occurs when a measure fails (either during inspection, or later within the warranty period) and must be corrected by the Contractor. The required warranty periods are defined in CSD's TRM. Warranty corrections apply to all LIHEAP and DOE contracts with weatherization programs.

California Certified Inspector/Risk Assessor Contractor: An individual who is certified by the State of California, Department of Health Services, as a lead-related construction Inspector/Risk Assessor.

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California Energy Commission (CEC) Climate Zone: The CEC established 16 climate zones that represent a geographic area and that have a particular weather pattern. These climate zones are based on energy use, temperature, weather, and other factors that determine the types of building standards that are subject to the Title 24 Energy Efficiency Standards and that dictate the energy conservation measures that must be installed in a weatherized dwelling, as required by law.

Certification Date: The date the applicant is deemed eligible and the Contractor commits to provide services. The certification date should not be before the intake date.

Certified Lead-Free: Residential property that has been determined by a California Certified Inspector/Risk Assessor Contractor to be absent from the presence of lead-based paint.

Certified Lead-Safe: Residential property in which lead-painted surfaces are intact and/or have been treated with measures to stabilize and eliminate lead-paint hazards and that, as such, poses no immediate threat to the occupants as determined by a California Certified Inspector/Risk Assessor Contractor.

Certified Translator: A translator that has been certified to translate a specific language and are often members of a professional translation association such as American Translators Association and American Literary Translators Association, etc.

Children: Members of a household who have not attained their 19th birthday.

Client Education/Counseling: Includes, but is not limited to, providing client with written information describing energy-saving behavioral adjustments that will decrease the energy consumption of the household; providing client with resource information, referral, and budget counseling in order to assist clients in achieving self-sufficiency; providing client with mold and lead-safe education and advising client of the benefits of weatherization in their homes.

Client Intake: Includes, but is not limited to, the process of completing an intake form and reviewing applicant documentation in order to verify eligibility.

Client Needs Assessment: The act of acquiring additional and appropriate information from an eligible client to determine the needs that can be served by Contractor and other available programs after eligibility has been established.

Contractor: The entity (partnership, corporation, agency, or association) designated on the face sheet (STD 213) of this Contract.

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.

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Crisis: Weather-related and/or supply-shortage emergencies and other household energy-related emergencies that negatively impact the energy-related economic conditions of low-income households. A crisis can be caused by:

a. Cold or hot weather-related events, such as flood, earthquake, tornado, hurricane, ice storm/freeze; or events meeting such other criteria as the Governor, and/or the President of the United States, at their discretion, and/or their designee, including CSD, may determine to be appropriate; or

b. Geopolitical events, such as wars, terrorism, civil disturbances, and embargoes, including geopolitical events that negatively impact the energy-related economic conditions of low-income households.

CSD: The State of California Department of Community Services and Development.

Database Transfer: A method wherein contractors utilize a local database platform to provide CSD with downloaded client and other program data.

Di Minimis Levels: The amount of lead paint disturbed in a dwelling is comprised of 2 square feet per room of interior surfaces, or 20 square feet of exterior surface, or 10% of a small component, e.g., windowsill, baseboards, and trim. When calculating the di minimis level, the entire surface of the component must be included in the computation. For example, when replacing a 2 x 3 foot window, the de minimis level would be 6 square feet and would exceed the maximum allowance for interior surfaces and the unit would be subject to HUD Regulation.

Diagnostic Testing: Series of testing protocols performed under the weatherization program involving the use of specialized tools to assess: the operating condition of combustion appliances for general safety and carbon monoxide emission levels, and pressurized diagnostic testing procedures to assess the integrity of building envelopes and duct systems for leakage and outside air infiltration. Diagnostic tests shall only be performed by qualified individuals possessing the required skill and training needed to perform diagnostic testing activities.

Direct Services: The portion of the ESLIHEAP funding to carry out the provisions of ESLIHEAP services and activities of this Contract, to include: Weatherization, Energy Crisis Intervention Program (ECIP) Services (excluding Utility Assistance), and Wood Propane and Oil (WPO).

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; 42 USC § 6801). The federal regulations for this program are in 10 CFR Part 440.

Dwelling Assessment: The process used to evaluate the service needs of an eligible dwelling for weatherization services offered under all DOE and LIHEAP weatherization programs. An

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assessment shall be performed by qualified individuals possessing the required skill and training needed to perform assessment activities.

Dwelling Unit: A house, including a stationary mobile or manufactured home, an apartment, a group of rooms, or a single room occupied as separate living quarters.

EHA-16: A term used to reference Emergency Crisis Intervention Program, Home Energy Assistance Program and Assurance-16 service components.

Elderly: An individual 60 years of age or older.

Electric Base Load Measure: A subcategory of weatherization measures designed specifically to reduce energy consumption in the areas of lighting and electrical appliances. Allowable electric base load measures include compact and torchiere fluorescent lamps, microwave ovens, refrigerator replacements, and electric water heater timers.

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.

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Energy Burden: The expenditures of the household for home energy divided by the income of the household.

Energy Conservation Measures (also known as Weatherization Measures): A wide variety of measures installed in or applied to the dwelling to increase the energy efficiency or to reduce the total energy expenditures of the dwelling.

Environmental Inspection: A visual assessment and sampling which includes asbestos, lead and radon when allowable per the contract. Environmental inspections shall be in accordance with all CSD policies and procedures and in compliance with all Federal and State regulations. Allowable costs include actual labor costs while on the jobsite and testing fees associated with the inspection.

Evaporative Cooler Repairs: Repair or replacement of filter pads, water pumps, belts, motors, or other components that promote efficient operation of the unit.

Final 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.

General Heat Waste Measures: A subcategory of weatherization measures designed specifically to improve energy efficiency by reducing general heat and cooling waste within the dwelling. Measures are intended to be relatively low-cost items that are quickly and easily installed with a total measure costs, including labor.

General Operating Costs: Costs that are directly allocable to those costs defined as related facilities, office and computer equipment, office supplies, telephone and travel as allowable program costs.

Hazardous Condition: Any condition posing an immediate health and safety threat to the client and/or persons working in the dwelling unit. Hazardous conditions include but are not limited to: Combustion Appliance Safety (CAS) hazards, appliance-related hazards, and electrical hazards as defined in the CSD TRM.

Heating/Air Conditioning Appliance Repairs/Replacements: The complete unit replacement, adjustments of gas pressure and/or air/fuel mixture, replacement of thermocouples, adjustment of refrigerant charge, filter replacements, or other component repairs or replacements necessary for safe and efficient operation.

Health and Safety Measures: A subcategory of weatherization measures installed to mitigate health and safety hazards generated by combustion appliances and to preserve or improve indoor

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air quality. These measures include CO alarms, smoke alarms, heating/cooling and water heater repairs and replacements, Environmental Hazard Work weatherization and kitchen cooking appliance repair and replacements.

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+).

Home Energy Rating System (HERS) Provider, also referred to as HERS Rater: An entity or individual recognized by the California Energy Commission as a HERS Provider and certified in performing the necessary field and diagnostic testing verifications for demonstrating compliance with the 2016 Building Energy Efficiency Standards.

HUD Unit: A housing unit participating in a U.S. Department of Housing and Urban Development (HUD) Assisted Housing Program.

Infiltration Reduction Measures: A subcategory of weatherization measures installed in or applied to dwellings to reduce or stop the uncontrolled flow of conditioned air out of the dwelling or the uncontrolled flow of outside air into conditioned areas in the dwelling. Infiltration reduction is best accomplished with shell leakage technology

Intake Date: The date the Contractor receives or accepts the application.

Interim Allocations: Incremental releases of Continuing Resolution appropriations by CSD to fund ESLIHEAP Direct Services and Utility Assistance program activity under this Contract.

Interest Income: The interest earned by a Contractor directly generated or earned as a result of unexpended ESLIHEAP grant funds at the end of a contract term period. The interest earned by a Contractor is income generated as a result of depositing federal funds in an interest-bearing account.

Labor and Material Measures: Those measures where the measure reimbursement is based on the combined total of labor and material and the quantity of the measure itself is not limited to a specific amount per weatherized dwelling.

Labor and Material Single-Quantity Measures: Those weatherization measures where the reimbursement is based on the combined total of labor and material cost and the maximum quantity of the measure is limited to a single item per weatherized dwelling.

Liability Insurance: Insurance coverage to protect against claims alleging one’s negligence or inappropriate action resulting in bodily injury or property damage. Related costs shall mean those actual costs allocated for insurance bonds, general liability insurance, and pollution occurrence insurance. Pollution occurrence insurance is optional.

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Major Vehicle and Field Equipment Costs: Actual costs associated with the purchases of vehicles, office equipment and field equipment $10,000 or greater per unit used for the purpose of delivery of direct services. Pre-approval from CSD is required. Field equipment means diagnostic equipment and related equipment. Purchases must follow all federal and state rules and regulations governing ESLIHEAP pertaining to procurement standards.

Materials: Materials are those allowable items that are installed in or on the dwelling. All materials shall be in conformance with the CSD TRM and 10 CFR Part 440 Appendix A – Standards for Weatherization Materials.

Maximum Amount: The dollar amount reflected on line 3 of the face sheet (STD 213) of this Contract, as amended to reflect the Final Allocation for the term of this Contract.

Migrant Farm Worker: A seasonal farm worker who performs or has performed farm work during the eligibility determination period (any consecutive 12-month period within the 24 month period preceding application for program benefits and/or services) that requires travel such that the worker is unable to return to his/her domicile (permanent place of residence) within the same day. Migrant farm worker is not a term used in the contract but is captured for reporting purposes in CSD's Weatherization Database, EARS and Intake Form (CSD 43).

Minor Vehicle and Field Equipment Costs: Actual costs associated with the purchase of vehicle, office equipment and field equipment under $10,000 per unit used for the purpose of delivery of program services. Purchases must follow all federal and state rules and regulations governing ESLIHEAP pertaining to procurement standards.

Mobile or Manufactured Home: A manufactured home regulated by the California Department of Housing and Community Development (HCD) that is built on a trailer chassis and designed for highway delivery to a permanent location, and it can be a single-, double-, or triple-wide home. To receive weatherization services under a CSD program, a mobile home must be a permanent, full-time residential dwelling, with a floor area of at least 330 square feet.

Modified Dwelling Assessment: The process used to evaluate the limited service needs of an eligible dwelling that has been previously weatherized under any DOE or LIHEAP contract weatherization programs. The assessment is limited in scope and does not encompass a re-assessment of the entire dwelling unless measures have exceeded their useful life under LIHEAP. Assessments limited to ECIP EHCS work on dwellings not receiving weatherization services are to be included in the cost of the ECIP measure. An assessment shall be performed by qualified individuals possessing the required skill and training needed to perform assessment activities.

Modification: An immaterial change to this Contract that does not require an Amendment.

Multi-Unit Dwellings (MUD) also known as Multi-Family Buildings (MFB): Defined as residential dwelling structures containing more than one residential unit within a single building,

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including: duplexes, triplexes, fourplexes, and multi-unit apartments. For purposes of travel reimbursement to Contractors and shell leakage testing, Multi-Unit Dwellings are defined as multi-unit dwellings, e.g., apartments, with five or more attached residential units.

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.

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: Weatherization, 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

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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.

Reweatherization: Once a dwelling has been submitted to CSD for reimbursement as a completed unit, any subsequent weatherization services provided to the dwelling shall be considered reweatherization.

Ride-along: A representative of the Contractor who accompanies a designated third-party inspector while performing on-site inspections. CSD requires that, when possible, a ride-along be sufficiently trained to make necessary corrections during inspections, thereby minimizing or eliminating the need for return trips that may inconvenience the client and/or require re-inspection in accordance with the CSD TRM.

Seasonal Farm Worker: A person who during the eligibility determination period (any 12-month period within the 24-month period preceding application for program benefits and/or services) was employed at least 25 days in farm work or earned at least $400 in farm work and who has been primarily employed in farm work on a seasonal basis, without a constant year-round salary. Seasonal farm worker is not a term used in the Contract but is captured for reporting purposes in CSD's Weatherization Database, EARS and Intake Form (CSD 43).

Separate Living Quarters: Living quarters in which the occupant(s) do not live and eat with any other person(s) in the structure, and which have either: (1) direct access from the outside of the building or through a common hall; or (2) complete kitchen facilities for the exclusive use of the occupant(s). The occupant(s) may be a single family, one person living alone, two or more families living together, or any other group of related or unrelated persons who share living arrangements.

Single-Family Dwelling: A dwelling structure containing no more than one dwelling unit. For the purposes of travel reimbursement and shell leakage testing, a single-family dwelling is defined as a one-unit, single-family dwelling or a one-unit, single-residential housing dwelling with one to four attached units.

Single Quantity Fixed-Fee Measures: Those weatherization measures with an assigned fixed-fee reimbursement and which limit the maximum quantity of the measure/service to a single item per weatherized dwelling.

State: The State of California Department of Community Services and Development.

Subcontractor: An entity (partnership, corporation, association, agency, or individual) that enters into a separate contract or agreement with Contractor to fulfill direct program or administrative tasks in support of this Contract.

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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.

Useful Life: Useful life means the length of time a Weatherization or ECIP HCS measure is expected to be useable.

Utility Assistance Funding: The portion of ESLIHEAP funding used to provide utility assistance services under ECIP Fast Track and HEAP Electric and Gas. These funds are administered by Contractor but paid to eligible clients – or to utility companies on the client's behalf – by CSD from Contractor's allocated amount of funding.

Vendor: An individual, sole proprietorship, firm, partnership, corporation, or any other business venture from which materials and goods are supplied and purchased.

Vulnerable Populations: Young children (ages 5 years or under), disabled, and elderly persons (ages 60 or older).

Weatherization Training and Its Related Costs: Costs associated with the training of personnel or subcontractors as specified in Article 9.1 of this Contract. Training may also include internal Contractor training, and attendance at weatherization-related training to include system training or other forms of weatherization training sponsored by DOE, CSD, and/or other organizations. Related costs may include salary/wages, materials, fees and travel. Excludes incurred costs associated with participation and attendance at policy advisory committee meetings and workgroups.

Workers' Compensation: Insurance that covers medical and rehabilitation costs and lost wages for employees injured at work. Workers' compensation shall mean those actual costs associated with workers' compensation coverage for program staff whose salaries and wages are chargeable under program costs.

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SUBVENTION CONTRACT

ARTICLE 14 - TABLE OF FORMS AND DOCUMENTS INCORPORATED BY REFERENCE

The following forms and documents are available on the CSD Local Agencies Portal at https://agencies.csd.ca.gov/home/Energy/Pages/Contracts.aspx.

14.1 Forms to be returned with signed contract:

14.1.1 Certification Regarding Lobbying/Disclosure of Lobbying Activities;

14.1.2 Agency Staff and Board Roster (CSD 188);

14.1.3 Federal Funding Accountability and Transparency Act Report (CSD 279); and

14.1.4 2023 ESLIHEAP Production Plan (CSD 622);

14.2 The following documents are hereby incorporated by this reference:

14.2.1 2023 ESLIHEAP Numbers, Contractors, and Service Territories;

14.2.2 LIHEAP Agency Local Plan;

14.2.3 State Administrative Manual Section 5300 at http://sam.dgs.ca.gov/TOC/5300.aspx;

14.2.4 Reimbursement Rates for Weatherization and EHCS Activities;

14.2.5 Statewide Information Management Manual at https://cdt.ca.gov/policy/simm/;

14.2.6 Supplemental Audit Guide;

14.2.7 CSD Weatherization Training Program Requirements Matrix; and

14.2.8 Direct Pay Utility Pledge Timeframe.

14.3 The following CPA's and CPN's are hereby incorporated by reference:

14.3.1 CPA-A-12-01 Program Procedure Guidance with NCB Procurement Worksheet;

14.3.2 CPA-E-18-005 Expenditure Reconciliation Policy and Procedure;

14.3.3 CPN-A-17-01 Equipment Use and Disposition Requirements;

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14.3.4 CPN-A-18-01 Program Income;

14.3.5 CPN-E-19-001 Working Capital Advance;

14.3.6 CPN-E-19-002 Energy Reimbursement Policies and Procedures;

14.3.7 CPN-E-20-01 SWEATS Policy;

14.3.8 CPA-E-20-01 COVID-19 Guidance and Program Relief

14.3.8.1 CPA-E-20-01E Guidance and Program Relief for LSPs Impacted by COVID-19

14.3.9 CPA-A-20-02 Administrative Relief from Loss of Operations Due to COVID-19 Crisis

14.3.10 CPN-E-20-02 PSPS Emergency Preparedness Pilot Policy;

14.3.10.1 CPN-E-20-02E PSPS Emergency Preparedness Pilot Policy Errata

14.3.10.2 CPN-E-20-02M PSPS Emergency Preparedness Pilot Policy

14.3.10.3 CPN-E-20-02M2 PSPS Emergency Preparedness Pilot Policy Modification

14.3.10.4 CPN-E-20-02M3 PSPS Emergency Preparedness Pilot Policy

14.3.11 CPN-E-20-03E7 Payment of Wages and Benefits COVID-19 Errata 7

14.3.12 CPN-E-20-05 Transferring Funds

14.3.13 CPA-E-20-09 Raising Procurement Levels

14.3.14 CPA-E-21-01 Technical Reference Manual Transition

14.3.15 CPA-E-21-02 Revised Weatherization Forms Implementation

14.3.15.1 CPA-E-21-02E Revised Weatherization Form Implementation

14.3.16 CPA-E-21-04 WPO Benefit Formula Policy

14.3.16.1 CPA-E-21-04M WPO Benefit Formula Policy Modification

14.3.16.2 CPA-E-21-04M2 Modification to the New Wood, Propane, and Oil Benefit Formula Implementation Plan.

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 beforethe 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	County of Mariposa	
Program Type **(Check One)**	☐**CSBG** ☐**LIHEAP** ☐**DOE WAP** ☐**OTHER** ESLIHEAP	
Contract Number	23J-5725	
Performance Period(s) (mm/dd/yy - mm/dd/yy)	4/15/23 - 5/31/25	
Agency Unique Entity ID (SAM.gov) **NEW**	71859607	
Agency Primary Contact Information *(person responsible for completing thisform)*	Name:	Randy Ridenhour
	Title:	Senior Administrative Analyst
	E-Mail:	rridenhour@mariposacounty.org
	Phone:	209-742-0922
Location of Agency	Mailing Address:	P.O. Box 99, Mariposa
	State:	California
	Zip + 4 Digits (+4 digit is required)	95338-0099
	U.S. Congressional District:	4th District
	State Assembly District:	District 5
	State Senate District:	District 8

Department of Community Services and Development
CSD 279 (Rev. 4/2022)

Place of Performance *(where program funds are primarily spent, if different from agency location above)*	Mailing Address:	5362 Lemee Lane, Mariposa
	State:	California
	Zip + 4 Digits (+4 digit is required)	95338
	U.S. Congressional District:	4th District
	State Assembly District:	District 5
	State Senate District:	District 8

Agency (Sub-Awardee) Executive Compensation Reporting	Is more than 80% of your agency's annual gross revenue from the Federal government? (If YES, continue to the next question. **If NO, you are now finished completing this form.)**	☐ Yes	☒ No
	Does your agency's total annual federal funding exceed $25 million? (If YES, continue to the next question. **If NO, you are now finished completing this form.)**	☐ Yes	☐ No
	Is your agency one of the entities described below? ▪ 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).	☐ Yes	☐ No
	(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	

Description of Information Requested

Place of Performance

Address represents where the prime recipient is performing the majority of work funded. If the award fundsmultiple 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 aregreater than $25 million annually; and

b) Compensation information is not readily available through reporting to the to the IRS on a Form 990 (section6104 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/

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-329

MEETING: June 20, 2023

TO: The Board of Supervisors

FROM: Joe Lynch, Director of Health and Human Services

RE: Approve an Agreement with Mother Lode Job Training (MLJT) to Provide Employment Placement Services for Individuals in the Subsidized Employment Program for an Amount not to Exceed $210,896; and Authorize the Board of Supervisors Chair to Sign the Agreement

---

RECOMMENDATION AND JUSTIFICATION

Approve an Agreement with Mother Lode Job Training (MLJT) to Provide Employment Placement Services for Individuals in the Subsidized Employment Program for an Amount not to Exceed $210,896; and Authorize the Board of Supervisors Chair to Sign the Agreement.

The goal of this program is to place ten participants into work experience for 26 weeks at 29 hours per week. Ongoing placements continue to successfully prepare and train participants for employment opportunities. This program is fully funded by state and federal funds and has no impact to the County General Fund.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board approved the Fiscal Year 2022/23 agreement on August 23, 2022 by Resolution 2022-488.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

The professional services of this agency would not be available to assist clients in job placement.

FINANCIAL IMPACT

This contract is incorporated in the FY22/23 budget for the Human Services Division. There is no impact on the General Fund.

ATTACHMENTS

1. **Mother Lode Job Training Agreement 2024**

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District I Supervisor Rosemarie Smallcombe
SECONDER:	District II Supervisor Shannon Poe
AYES:	District II Supervisor Poe, District I Supervisor Smallcombe, District IV Supervisor Forsythe, District V Supervisor Menetrey, District III Supervisor Toso
ABSTAIN:	None

AGREEMENT FOR EMPLOYMENT SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 20__, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "County", and Mother Lode Job Training hereinafter referred to as "Contractor," pursuant to the following terms and conditions.

W I T N E S S E T H:

1. TERM

The term of this Agreement shall commence on July 1, 2023 and terminate on June 30, 2024 unless extended as provided by this Agreement.

2. SERVICES

Contractor shall perform employment services as described in Exhibit A, "Scope of Work," which is attached hereto and incorporated herein by reference. Contractor shall provide all staffing and materials necessary to perform the Scope of Work.

3. COMPENSATION

Contractor shall be compensated for services performed in an amount not to exceed $210,896 as set forth in Exhibit B, "Cost Proposal," which is attached hereto and incorporated herein by reference. County shall pay Contractor within thirty (30) of receipt of an approved invoice.

4. INSURANCE

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

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

(1) Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than $1,000,000 per occurrence, $1,000,000 aggregate.

(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.

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, County requires and shall be entitled to the broader coverage and/or higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to County.

B. OTHER INSURANCE PROVISIONS

The insurance policies are to contain, or be endorsed to contain, the following provisions:

(1) Additional Insured Status: County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 forms if a later edition is used).

(2) Primary Coverage: For any claims related to this Agreement, Contractor's insurance coverage shall be primary insurance with respect to Contractor's negligent performance of the services as respects County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

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

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

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

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

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

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

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

5. HOLD HARMLESS/INDEMNIFICATION

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

6. INDEPENDENT CONTRACTOR

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

7. PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)

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

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:
Mother Lode Job Training
197 Mono Way, Suite B
Sonora, CA 95370

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

12. COMPLIANCE

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

13. PUBLIC RECORDS ACT

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

14. ENTIRE AGREEMENT AND MODIFICATION

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

15. ENFORCEABILITY AND SEVERABILITY

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

16. TERMINATION AND RIGHTS UPON TERMINATION

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

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

C. Should Contractor default in the performance of this Agreement or materially breach any of its provisions, County, at its option, may terminate this Agreement by giving written notification to Contractor. The termination date shall be the effective date of the notice.

For the purposes of this subsection, default or material breach of this Agreement shall include, but not be limited to, any of the following: failure to perform required services in a timely manner, willful destruction of County property, dishonesty, or theft.

17. NO WAIVER

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

18. DISPUTES

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

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

19. CAPTIONS

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

20. NUMBER AND GENDER

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

21. MANDATORY AND PERMISSIVE

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

22. SUCCESSORS AND ASSIGNS

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

23. COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA"), Cal. Civ. Code §§ 1633.1 to

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

24. OTHER DOCUMENTS

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

25. CONTROLLING LAW

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

26. AUTHORITY

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

27. NEGOTIATED AGREEMENT

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

28. NO RELIANCE ON REPRESENTATIONS

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

29. WARRANTY

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

30. FUNDING AVAILABILITY

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

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

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

COUNTY OF MARIPOSA

Miles Menetrey, Chair
Board of Supervisors

CONTRACTOR

Dave Thoeny, Executive Director
Mother Lode Job Training

COUNTERSIGNED:
(Government Code §25103)

Danielle Bondshu
Clerk of the Board

APPROVED AS TO FORM:

Steven W. Dahlem
County Counsel

Exhibit A
SCOPE OF WORK

A. Mariposa County Health and Human Services Agency Human Services (HS) Division shall:

1. Refer Welfare to Work (WTW) clients to MLJT who meet the criteria for placement in Expanded Subsidized Employment (ESE)

2. Collaborate with MLJT to develop and provide ESE placements within the private or public employment sector for WTW referred clients; collaborate monitoring of the activity placements with MLJT staff once they have begun.

3. Mutually agree with MLJT to establish satisfactory methods for the exchange of information, as may be necessary, to ensure that each party may perform its duties and functions under this Agreement. Procedures shall be instituted to ensure that all information is safeguarded from improper disclosure in accordance with applicable State and Federal laws and regulations.

4. Pay invoices submitted by MLJT for services rendered on a monthly basis.

B. MLJT shall:

1. Support and coordinate with HS staff to provide referred WTW clients with work readiness training and ESE placement oversight.

2. Provide operational support for the delivery of employment related services for WTW clients, including but not limited to, guidance and coaching for job search and employment related activities, use of computer-based labor market information and labor exchange systems, resume development and job search skills.

3. Provide outreach to employers to create job placement and development opportunities for ESE participants.

4. Provide eight (8) ESE placements within private, public, and non-profit employment sector, and collaborate monitoring of the placements with HS staff once they have begun. Placements will be subject to a six (6) month limit. MLJT will provide monthly detailed narratives describing the progress for each ESE placement.

5. Apart from the Vendor Detailed Worksheet, provide monthly reports (within 10 days of the prior month ending) including employment progress and hours worked, hours of attendance in work readiness training, client successes and services provided.

6. Mutually agree with HS to establish satisfactory methods for the exchange of information, as may be necessary, to ensure that each party may perform its duties

and functions under this Agreement. Procedures shall be instituted to ensure that all information is safeguarded from improper disclosure in accordance with applicable State and Federal laws and regulations.

7. Reimburse the HS for any and all sums received by MLJT as payment of services, where those services are not rendered by MLJT prior to the end of fiscal year 2023/2024.

Exhibit B
COST PROPOSAL

The maximum compensation under this contract shall not exceed **$210,896**, subject to availability of government funding (see Contract Article 7.04). MLJT shall submit monthly invoices for services rendered. Mariposa County Health and Human Services Agency Human Services (HS) Division shall review monthly invoices and issue payments for allowable costs listed below.

1) Up Front Costs: up to **$12,480** for worksite outreach, development, and administration for establishing 8 worksites.
2) Pre-Placement Costs: up to **$3,120** for work readiness training
3) Placement Administrative Costs: up to **$54,080** (416 hours @ $130 per hour) for administrative costs associated with the placements.
4) Wages and Benefits: up to **$118,068.72** for 8 workers, 29 hours per week @$15.50 per hour for 26 weeks, FICA, Unemployment Insurance and Worker's Compensation Coverage. Wages may also include sick time, accidental overtime and meal violations if needed.
5) Payroll Services: up to **$23,147.28** (18.8% of Wages and Benefits above, and 8 onboarding fees @ $100 each) to manage the payroll process, audit costs, and to monitor sick leave hours.
6) The current minimum wage is **$15.50 per hour**.
7) The number of working hours is not to exceed **29 per week**.

Please refer to Exhibit B.1 for detailed budget information in tabular form.

MLJT shall bill HS monthly for actual services rendered reflecting the total cost for each eligible CalWORKs client using the Vendor Service Detail Worksheet (Exhibit B.2). The invoice shall include an itemization of the total cost for each client served, incorporating the service cost, administration costs, and salaries and benefits. In addition, the invoice shall include ESE wages, FICA taxes and benefits, and direct support service costs (i.e. vocational training).

MLJT shall reimburse HS for any and all sums received by MLJT as payment of services, where those services are not rendered by MLJT prior to the end of fiscal year 2023/2024.

Exhibit B.1

****See MLJT Spreadsheet from Sonora*****

EXHIBIT B.1

Contract Period (July 1, 2023-June 30, 2024)

PURPOSE/GOAL: Place 8 participants into WEX, for up to 6 months per enrollment period at $15.50 per hour

Up-Front Costs

Item	Hours	Number	Weeks	Rate	Total		MLJT to do:
Worksite Outreach Worksite Development	7	1		$ 130.00	$ 910.00		Identify businesses to host, train and supervise workers Develop worksite contract, do safety inspection, provide orientation to supervisors
Administration	40	1		$ 130.00	$ 5,200.00	Billed in six equal installments	Manage business relationships and provide worksite development support
Total Upfront Costs					**$ 6,110.00**		

Placement Costs

						MLJT to do:
Work Readiness Training	3	1	1	$ 130.00	$ 390.00	Prepare participants for worksite
Placement Oversight	2	1	26	$ 130.00	$ 6,760.00	Provide job coaching, receive and verify time sheets
Total Placement Costs					**$ 7,150.00**	

Wages & Benefits	adult					MLJT to do:
WEX Hours	29	1	26	$ 15.50	$ 11,687.00	Pay WEX wages
WEX FICA				7.650%	$ 894.06	Pay Employer Taxes
WEX Workers Comp				12.426%	$ 1,452.23	Provide Workers Comp Coverage
WEX UI				6.206%	$ 725.30	Provide Unemployment Insurance Coverage
EOR onboarding fee		1		100.00	$ 100.00	EOR (Employer of Record)
WEX EOR Services				18.80%	$ 2,793.41	Process payroll, manage sick leave accrual and use
Total Wages & Benefits					**$ 17,651.99**	

TOTAL COSTS **$ 30,912** each additional adult: **$ 25,712**

8 adults **$ 210,896**

WEX Calculator	hourly rate	$ 15.50	29 hrs/wk	26	754 hours

Exhibit B.2

WTW VENDOR SERVICE DETAIL WORKSHEET

Exhibit B.2

WTW VENDOR SERVICE DETAIL WORKSHEET

#	Client Name	Service/Activity	Service/Activity	Service/Activity	Service/Activity	Service/Activity	Service Cost	Admin Cost	Total Cost
1									$0.00
2									$0.00
3									$0.00
4									$0.00
5									$0.00
6									$0.00
7									$0.00
8									$0.00
9									$0.00
10									$0.00
11									$0.00
12									$0.00
13									$0.00
14									$0.00
15									$0.00
16									$0.00
17									$0.00
18									$0.00
19									$0.00
20									$0.00
21									$0.00
22									$0.00
23									$0.00
24									$0.00
25									$0.00
26									$0.00
27									$0.00
28									$0.00
29									$0.00
30									$0.00
	Total # of Visits	0					$0.00	$0.00	$0.00

OUTCOMES AND SUCCESS:

ADDITIONAL NOTES:

EMPLOYED:

VENDOR ASSURANCE OF COMPLIANCE WITH
THE MARIPOSA COUNTY
WELFARE DEPARTMENT

NONDISCRIMINATION IN STATE AND FEDERALLY ASSISTED PROGRAMS

NAME OF VENDOR/RECIPIENT: MOTHER LODE JOB TRAINING

HEREBY AGRESS THAT it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended and in particular section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq. as amended; California Government Code section 11135-11139.5, as amended; California Government Code section 12940 ©, (h) (1), (i), and (j); California Government Code section 4450; Title 22, California Code of Regulations section 98000-98413; (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulation (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE VENDOR/RECIPIENT HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

BY ACCEPTING THIS ASSURANCE, the vendor/recipient agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal work hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code section 10605, or Government Code section 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on the vendor/recipient directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

5/17/2023
DATE

DIRECTOR'S SIGNATURE

ADDRESS OF VENDOR/RECIPIENT
197 Mono Way, Suite B
Sonora, CA 95370

CR50-Vendor Assurance of Compliance

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-330

MEETING: June 20, 2023

TO: The Board of Supervisors

FROM: Joe Lynch, Director of Health and Human Services

RE: Approve Modification Four to Sub-contractor Agreement with the California Department of Health Care Services for Crisis Care Mobile Units (CCMU) Program Increasing the Amount by $500,000 for a New Amount Not to Exceed $1,000,000 and Extend the Term of the Agreement to December 31, 2025; and Authorize the Board of Supervisors Chair to Sign the Agreement

---

RECOMMENDATION AND JUSTIFICATION

Approve Modification Four to Sub-contractor Agreement with the California Department of Health Care Services for Crisis Care Mobile Units (CCMU) Program Increasing the Amount by $500,000 for a New Amount Not to Exceed $1,000,000 and Extend the Term of the Agreement to December 31, 2025; and Authorize the Board of Supervisors Chair to Sign the Agreement.

The California Department of Health Care Services (DHCS) awarded $500,000 to the County of Mariposa for a funding term from September 15, 2021 through June 30, 2025. Mariposa County Health and Human Services Agency (HHSA) utilizes grant funding to expand the Triage Response Assessment Crisis (TRAC) Team's mobile capabilities to respond to crisis calls in Mariposa County and further the goals of (1) increasing hospital diversion rates with special attention to youth (under 25) diversion rates, (2) deploying modernized communications connectivity equipment (3) increase TRAC contacts enrolling into outpatient treatment.

Under the CCMU program, activities that utilize the funds include: (1) hiring a Psychiatric Registered Nurse to enable TRAC to have the option of field medication administration, (2) purchasing a dedicated crisis care van equipped with resources for stabilizing clients in crisis, (3) purchasing a Tahoe 4x4 capable of accessing all areas of the county in all weather conditions. As authorized by DHCS, the purposes of the modification are to increase the amount by $500,000 to a new amount not to exceed $1,000,000 and extend the term of the agreement to December 31, 2025.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board authorized the acceptance of CCMU program funding through Resolution Number 2022-13 on January 4, 2022.

The Board approved CCMU program agreement on June 21, 2022 through Resolution Number 2022-369.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Without approval of the modification, HHSA will lose $500,000 in additional funding and have difficulty maintaining the required infrastructure for optimal support from its TRAC Team.

FINANCIAL IMPACT

There is no impact on the County General Fund.

ATTACHMENTS

1. **Res. 22-369 - HHSA -CA Mobile Crisis**
2. **7460-CA MOBILE CRISIS-MARIPOSA-01-MOD#4**

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District I Supervisor Rosemarie Smallcombe
SECONDER:	District II Supervisor Shannon Poe
AYES:	District II Supervisor Poe, District I Supervisor Smallcombe, District IV Supervisor Forsythe, District V Supervisor Menetrey, District III Supervisor Toso
ABSTAIN:	None

MARIPOSA COUNTY

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

RESOLUTION - ACTION REQUESTED 2022-369

MEETING: June 21, 2022

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: Approve Agreement for CCMU Program

RECOMMENDATION AND JUSTIFICATION:
Approve Sub-contractor Agreement with the California Department of Health Care Services for Crisis Care Mobile Units (CCMU) program in the amount not to exceed $500,000; and authorize the Board of Supervisors Chair to sign the Agreement

The California Department of Health Care Services (DHCS) has awarded $500,000 to the County of Mariposa for a funding term of September 15, 2021 through June 30, 2025. Mariposa County Health and Human Services Agency (HHSA) will utilize grant funding to expand the Triage Response Assessment Crisis (TRAC) Team's mobile capabilities to respond to crisis calls in Mariposa County and further the goals of (1) increasing hospital diversion rates with special attention to youth (under 25) diversion rates, (2) deploying modernized communications connectivity equipment (3) increase TRAC contacts enrolling into outpatient treatment.

Under the CCMU program, activities that will utilize the funds include: (1) hiring a Psychiatric Registered Nurse to enable TRAC to have the option of field medication administration, (2) purchasing a dedicated crisis care van equipped with resources for stabilizing clients in crisis, (3) purchasing a Tahoe 4x4 capable of accessing all areas of the county in all weather conditions.

Note: In a separate Board Agenda item approved by Resolution Number 2022-14 on January 4, 2022, HHSA requested the Board to authorize one additional Psychiatric Registered Nurse allocation in the Health Division Behavioral Health Branch to work on this CCMU program.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board authorized the acceptance of CCMU program funding through Resolution Number 2022-13 on January 4, 2022.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Without approval of agreement, HHSA will lose $500,000 in funding and have difficulty maintaining the required infrastructure for optimal support from its TRAC Team.

REF ID# 13033

FINANCIAL IMPACT:
There is no impact to the County General Fund. Under the new CCMU program, $500,000 in new funds will be received that will fund these activities. Associated revenue and appropriations were included in the attached Budget Action ($500,000) approved on January 4, 2022 Res. 2022-13.

ATTACHMENTS:
7460-CA MOBILE CRISIS-MARIPOSA-01 (PDF)
CCMU SOW 12-22-2021 v2.0 (PDF)

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

SUBCONTRACT AGREEMENT

****

SUMMARY COVER SHEET

Contract ID	**7460-CA MOBILE CRISIS-MARIPOSA-01**
Contract Effective Date:	**September 1, 2021**
Contractor:	**ADVOCATES FOR HUMAN POTENTIAL, INC. (AHP)** 490-B Boston Post Road, Sudbury, MA 01776-3365 Tel: (978) 443-0055 ♦ Fax: (978) 261-1467 **AHP Contracting Officer:** Charles Galland, COO cgalland@ahpnet.com/978-261-1425 **AHP Project Director:** Monica Reeves 131 N. El Molino, Suite 380 Pasadena, CA 91101 Tel: 978-261-1483 (o)/ mreeves@ahpnet.com **AHP Direct Staff Contact:** Monica Reeves Tel: 978-261-1483 (o)/ mreeves@ahpnet.com
Subcontractor:	**MARIPOSA COUNTY ("MARIPOSA")** **ATTN: Rosemarie Smallcombe, Chair of the Board** 5362 Lemee Lane, Mariposa, CA 95338 Phone: 209-966-3222 Email address: msmallcombe@mariposacounty.org
Prime Contract Identification:	**Client: California Department of Health Care Services** **Agreement No.: 21-10349** **Contract Title:** *"Behavioral Health Mobile Crisis and Non-crisis Services (Mobile Crisis)"*
Subcontract Type:	Deliverable Base Type Contract
Period of Performance:	September 1, 2021 through June 30, 2025
Consideration/Budget:	Professional Services NTE **$500,000.00**
Billing Terms:	Quarterly Invoicing, see Attachment E-Payment Schedule
Payment Terms:	Payment remitted ten (10) business days after receipt of undisputed invoice.

(This Page is not part of the Subcontract Agreement and is for Summary/Reference Purposes Only)

SUBCONTRACT AGREEMENT
7460-CA MOBILE CRISIS-MARIPOSA-01

This Subcontract is entered into by and between **ADVOCATES FOR HUMAN POTENTIAL, INC.,** with offices located at **490-B Boston Post Road, Sudbury, MA 01776**, ("**AHP**" or the "Contractor"), and **MARIPOSA COUNTY ("MARIPOSA")** with offices at **5362 Lemee Lane, Mariposa, CA 95338** ("**MARIPOSA**" or "Subcontractor" or "Grantee").

WITNESSETH:

WHEREAS, AHP desires to obtain the Subcontractor's services to support *"Behavioral Health Mobile Crisis and Non-Crisis Services (Mobile Crisis)" Project No.*: 21-10349. **7460-CA MOBILE CRISIS-MARIPOSA-01,** hereinafter the "Contract," and the Subcontractor desires to assist AHP in its business by performing such services;

NOW, THEREFORE, based upon the foregoing premises, and in consideration of the mutual covenants and agreements herein set forth, the parties agree as follows:

This Subcontract, and its Attachments, ("Agreement") constitutes the entire agreement and understanding between the parties as to the matters set forth herein. It supersedes all prior understandings, written or oral, between the parties with respect to the subject matter hereof and has been induced by no representations, statements, or agreements other than those herein expressed. By accepting this Agreement, the Subcontractor agrees to be bound by all terms and conditions and provisions that may be incorporated by reference, and all other Attachments to this Agreement.

IN WITNESS THEREOF, the parties hereto have executed this Agreement by their duly authorized respective officers as of the day and year last written below.

ADVOCATES FOR HUMAN POTENTIAL, INC.

755159CF0CF

By: ZorroSign

CHARLES GALLAND, CHIEF OPERATING OFFICER

Date: 06/24/2022

MARIPOSA COUNTY

Print or Type Name of Subcontractor

755159CF07F

Rosemarie Smallcombe
ZorroSign

Signature of Authorized Entity Representative

ROSEMARIE SMALLCOMBE

Print or Type Name of Person Signing

CHAIR, BOARD OF SUPERVISORS

Representative Title

Date: 06/23/2022

Approval as to Legal Form:

755159CF057

Steven W. Dahlem
ZorroSign

Steven W. Dahlem

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7460-CA MOBILE CRISIS-MARIPOSA-01

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SECTION 1. PRIVITY OF CONTRACT

This Agreement is funded in whole or in part with funds from AHP's client, State of CA Department of Health Care Services ("DHCS" or "Client") which includes funding through DHCS's *"Behavioral Health Mobile Crisis and Non-Crisis Services (Mobile Crisis)"*. Neither the Client (nor the US Government), nor any of its departments, agencies, or employees is or will be a party to this Agreement or any lower-tier subcontract. No privity between the Client, (or the US Government), and Subcontractor is established by this Agreement.

Except as authorized by AHP, Subcontractor shall not communicate with the Client/US Government regarding any matter which is within the scope of AHP's responsibility under the Prime Contract, or regarding matters within the scope of this Agreement. Authorization by AHP shall not be unreasonably withheld. In addition, Subcontractor shall not communicate with the Client/US Government regarding any matter of dispute with AHP, which shall be resolved strictly through the Disputes provisions of this Subcontract.

SECTION 2. NATURE OF THE SUBCONTRACT

2.1 Type of Subcontract

This is a **Deliverable Base** type Agreement. Subcontractor's accounting system must be capable of allocating and segregating costs applicable to this Subcontract.

2.2 Funding

All amounts under this Agreement reference US dollars. No costs will be incurred except those specifically proposed by the Subcontractor to AHP, and Subcontractor shall perform the work within the funding allocations/budget, specified in **Attachment E.**

This Subcontract is entered into, and the obligation of funds is made, based upon the appropriation under the Prime Contract. Should this appropriation or any funds allocated to the Prime Contract be reduced subsequent to this Agreement, or should the scope of the work, or Statement of Work be redirected by the Client so as to affect the work envisioned to be subcontracted, AHP shall have the right to renegotiate this Agreement or to effect a termination (at its discretion) pursuant to the termination section of this Agreement.

2.3 This Agreement hereby incorporates by reference the Application by Subcontractor as well as Notice of Funding Opportunity.

Total funds currently available for payment and allotted to this Agreement are **five hundred thousand dollars ($500,000.00).**

SECTION 3. SUBCONTRACTOR PERFORMANCE AND DELIVERY

3.1 Period of Performance

The Base performance period is **September 1, 2021 through June 30, 2025**, unless sooner terminated in accordance with the terms of this Agreement. Any extensions to the period of performance will be supported by a written modification to the Agreement, and any changes or additions to the Statement of Work/ deliverables/ days of performance shall be determined at that time.

Whenever Subcontractor knows, or reasonably should know, that any actual or potential condition is delaying, or threatens to delay, the timely performance of work, it shall,

within five (5) calendar days, provide AHP with written notice, including all relevant information with respect to the condition(s) and delay.

3.2 Time of the Essence

TIME IS OF THE ESSENCE in Subcontractor's performance of its obligations under this Agreement.

3.3 Delivery Schedule

Satisfactory performance of deliverables shall be deemed to occur upon delivery and acceptance by the Project Director of the items as described in the Statement of Work (SOW). All deliverables shall be submitted as directed by the Project Director. In no event shall Subcontractor submit a deliverable directly to the Client/US Government, unless specifically directed to do so by the Project Director or his/her designee.

Upon request, a copy of all written deliverables shall also be delivered to:

Mr. Charles Galland, Chief Operating Officer, General Counsel
Advocates for Human Potential, Inc.
490-B Boston Post Road, Sudbury, MA 01776
cgalland@ahpnet.com

3.4 Inspection and Acceptance

(a) Inspection and acceptance of work will be made by the AHP Project Director, or his/her duly authorized representative. The responsibilities of the AHP Project Director includes continuous monitoring of Subcontractor's performance and providing technical inspection and acceptance as required under the prime contract.

(b) Inspection and acceptance will be performed at Advocates for Human Potential, Inc., 490-B Boston Post Road, Sudbury, MA 01776, or at such other place(s) as AHP may designate in writing.

(c) Subcontractor shall tender for acceptance those items that conform to the requirements of this Agreement. AHP reserves the right to inspect or test any supplies or services tendered under this Agreement, to the extent practicable at all reasonable places and times. The Client also has the right to inspect and evaluate the work performed or being performed under this Agreement. Inspections and tests will be performed in a manner that will not unduly delay the work. AHP may require repair or replacement of non-conforming supplies or re-performance of nonconforming services at no increase in contract price. Upon submission, AHP shall have ten (10) business days to inspect Subcontractor's work. Should AHP and/or client find the material unsatisfactory, AHP shall notify Subcontractor of the defects within the 10 day period. Subcontractor shall have 10 business days to cure said defects associated with Subcontractor's work/product. If inspection or evaluation is to be performed on the premises of Subcontractor or its lower-tier Subcontractor(s), Subcontractor shall furnish (and require its subcontractors to furnish) all reasonable facilities and assistance for the safety and convenience of these duties.

SECTION 4. STATEMENT OF WORK

(a) Independently, and not as an agent of the Contractor, the US Government, or the Client, Subcontractor shall furnish to AHP all the services, qualified personnel, material, equipment, and facilities, not otherwise provided by AHP or the Client, as needed to perform the Statement of Work in **Attachment D.**

(b) Subcontractor shall maintain an internal quality control program adequate to ensure

that the requirements of this Agreement are met. The work shall be performed in accordance with high standards of professional skill, and upon delivery and acceptance of the deliverables, AHP shall pay the Subcontractor in accordance with the payment provisions of this Agreement.

SECTION 5. SUBCONTRACTOR TRAVEL

(a) Travel ☒ is ☐ is not authorized under this Agreement.
(b) If travel is authorized above, refer to Travel Reimbursement Information in Attachment B-Special Subcontract Requirements.

SECTION 6: CONTRACT ADMINISTRATION DATA

6.1 Contractor Representatives

(a) The following individual is designated as AHP's Contracting Officer, and is authorized to direct or negotiate any changes in the statement of work, modify or extend the period of performance, change the delivery schedule, authorize reimbursement to Subcontractor of any costs incurred during the performance of this contract, or otherwise change any terms and conditions of this Agreement:

Mr. Charles Galland, Chief Operating Officer, General Counsel
Advocates for Human Potential, Inc.
490-B Boston Post Road, Sudbury, MA 01776
cgalland@ahpnet.com /(978) 443-0055 x425

(b) The following individual(s) is/are designated for purposes of administering the contractual progress of the Agreement, and for purposes of providing technical direction and guidance:

Monica Reeves, Project Director
Advocates for Human Potential, Inc.
131 N. El Molino, Suite 380
Pasadena, CA 91101
978-261-1483
mreeves@ahpnet.com

6.2 Subcontractor Representatives

(a) The following individual is designated as Subcontractor's Contracting Officer and is authorized to conduct business, negotiate modifications and changes to any terms and conditions of this Agreement:

Randy Ridenhour, Senior Administrative Analyst
209 742-0922 rridenhour@mariposacounty.org

(b) The following individual is designated as Subcontractor's Project Manager for purposes of administering this Agreement:

Kristina Allen Phd, Deputy Director Public Health
209 966-6694 kallen@mariposacounty.org

6.3 Compensation, Billing Instructions, and Payment

(a) This is a Deliverable Based type Agreement. Subcontractor shall be reimbursed in

accordance with **Attachment E**. In addition, all Subcontractor costs are subject to allowability and reasonableness and any restrictions contained in the Prime Contract, and/or under the Federal Acquisition Regulation ("FAR") if specified.

(b) Invoices may be submitted quarterly, as per payment schedule and shall provide sufficient detail, including at least the following information on each invoice:

i. Subcontractor's name
ii. Subcontractor's TIN/EIN
iii. Subcontract Agreement ID: **7460-CA MOBILE CRISIS-MARIPOSA-01**
iv. Invoice No.
v. Invoice date
vi. **AHP's Project & Billing Number(s) applicable to the tasks/deliverables invoiced, as per the Statement of Work attached**
vii. Amount Due on the Invoice.
viii. Other substantiating documentation or information as may be requested by AHP
ix. An original signature of an authorized official of Subcontractor, with the following certification: "I hereby certify that all payments requested are for appropriate purposes and in accordance with the terms and conditions set forth in the Agreement between the parties."
x. Name/title/telephone number of the person to contact in case of questions about the invoice
xi. Name, title, phone number, and mailing address of official to whom payment is to be sent.

(c) The cost of overnight or courier delivery of invoices is not allowed.

(d) Invoices shall be sent electronically to: AP2@AHPNET.COM . Upon receipt of an Invoice, proper in form, and accepted and approved by AHP ***(approval of the Invoice shall mean that AHP's Project Director has reviewed, accepted, and signed the Invoice)***, payment shall be remitted via First Class Mail within 10 business days after receipt of undisputed invoice. When requested, AHP will inform Subcontractor whether or not a specific Subcontractor invoice has been paid, or when AHP reasonably expects the Client to pay the Subcontractor invoice. All payment questions shall be addressed to AHP Accounts Payable at (978) 443-0055.

(e) Subcontractor's right to payment shall be contingent upon the Project Director's review of the deliverables, together with any attachments, and that the review shall demonstrate the achievement of satisfactory performance against the Statement of Work in **Attachment D.** Should Subcontractor's lack of satisfactory performance endanger AHP's successful prosecution of its Prime contract responsibilities, a cure notice shall be issued to Subcontractor. Subcontractor shall respond in three days with a plan to cure such notice. Should the cure not be feasible, or if the cure fails within the agreed upon time frame, AHP may terminate the Agreement immediately upon written notice.

(f) Supporting Documentation: Subcontractor shall provide supporting documentation for invoices as may be requested by AHP, or as may be necessary for compliance with AHP's billing to the Client.

(g) In satisfaction of the Subcontractor's obligation to complete the task(s) called for in **Attachment D, "Statement of Work"**, the Subcontractor shall provide within the

period of performance of this Agreement, the deliverable(s) specified. If at the end of the period of performance, the Subcontractor has not completed the deliverable(s), the fee may be reduced. In the event that the term of this Agreement expires before the Subcontractor has provided the deliverable(s), AHP shall have the right to extend the term of the Agreement to the extent necessary to permit the Subcontractor to provide the deliverable(s) specified.

6.4 Final Payment and Closeout

Subcontractor must invoice for all final costs within ninety (90) days following completion of this Agreement, and will provide all documentation necessary for a timely closeout of this Agreement including the submission of a "Final Invoice," a "Release of Claims," "Assignment of Refunds," and/or other closeout documents as may be required or reasonably requested by AHP. Payment of the invoice may be withheld, pending completion and acceptance by AHP of all work performed, submission of all required documentation and/or substantiation of all work perfomed or delivered, as per 6.3(g), and submission of all required administrative forms and technical reports. These rights and obligations shall survive the termination of this Subcontract.

6.5 Key Personnel

Subcontractor shall provide the skilled personnel and management necessary to meet the requirements of the Statement of Work. AHP's Project Director shall have right to disapprove all all personnel proposed by Subcontractor to perform under this Agreement. Other than personnel set forth below , prior to staffing any future Key positions, Subcontractor, if so directed by the Project Director, shall submit the names below, and provide any other requested data for the proposed Key personnel to the Project Director. Should Project Director deem any individuals who have been submitted as unacceptable, Subcontractor shall immediately remove any personnel deemed unacceptable from the assignment and replace him/her with an individual of acceptable qualifications, subject to the same submission requirement and right of disapproval above. Subcontractor shall bear all costs associated with such removal and replacement.

Key personnel essential to the work being performed is/are: Not applicable for this contract

No removals, replacements, or diversions of key personnel shall be made without the written consent of AHP's Project Director.

SECTION 7: CHANGES AND MODIFICATIONS

(a) AHP may at any time make unilateral changes, within the general scope of this Agreement, in the definition, time of performance, or quantity of services to be performed.

(b) If any change causes an increase or decrease in the budgeted cost for performance of any part of the work under this Agreement, Subcontractor shall propose a new budget. Upon agreement of a revised price, a modification will be issued. Subcontractor must assert any claim for adjustment under this clause within thirty (30) days from the date of receipt.

(c) Failure to agree to any adjustment on a timely request that is submitted within the thirty (30) day period allowed shall be deemed a dispute concerning a question of fact within the meaning of the Clause of this Agreement entitled "Disputes." Notwithstanding

any failure to agree to any such adjustment, Subcontractor shall diligently proceed with the work as changed.

(d) AHP and/or DHCS may collect additional applicant documentation, signatures, missing items, or omitted information during the response review process. AHP and/or DHCS will advise the applicant orally, by fax, email or in writing of any documentation that is required and the submission timeline. Failure to submit the required documentation by the date and time indicated may cause DHCS to deem a response nonresponsive and eliminate it from further consideration.

SECTION 8: CONFIDENTIAL INFORMATION

(a) *Non-Disclosure of Confidential (Proprietary) Information:* During the term of this Agreement, Subcontractor and its employees, consultants and/or lower tiered subcontractors, may receive or have access to data and information that is proprietary to AHP, DHCS, including the identity of AHP and/or DHCS clients or grantees. All such data and information made available to, disclosed to, or otherwise made known to Subcontractor, its employees, consultants and/or lower tiered subcontractors as a result of services under this Agreement shall be considered and kept confidential by the Subcontractor, and may be used only for purposes of performing the obligations hereunder. Subcontractor, its employees, consultants and/or lower tiered subcontractors shall not reveal, publish or otherwise disclose such information to any third party without the prior written consent of AHP. Subcontractor shall take all reasonable precautions to prevent any other person with whom it is or may become associated from acquiring confidential proprietary information at any time. Disclosure of the information is for purposes of completing performance under this Agreement, and shall in no way be construed to grant any rights to otherwise use this information, nor shall Subcontractor take action to obtain licenses, patents, trademarks, copyrights, or other rights to said information. Upon the expiration or earlier termination of this Agreement, or at any time that AHP so instructs, Subcontractor agrees to deliver to AHP all proprietary information supplied and delivered, (including all copies, materials, print and electronic, collected and created by Subcontractor in performance of services for AHP), and Subcontractor shall make no further use or utilization of the information. The foregoing obligations shall not apply to information which: (a) is or becomes generally available to the public other than as a result of a disclosure by Subcontractor; (b) becomes available to Subcontractor on a non-confidential basis from a third party source which is not prohibited from disclosing such information by a legal, contractual or fiduciary agreement to a third party; (c) Subcontractor develops independently without use of AHP's Confidential Information, as demonstrated by written records and evidence; or (d) is required by law to be disclosed, provided Subcontractor notifies AHP promptly and gives AHP an opportunity to seek an appropriate protective order. These obligations of confidentiality and non-disclosure shall be flowed down to consultants and/or lower tiered subcontractors, and shall survive the termination of this Agreement.

(b) *Non-Disclosure of Confidential Research and Statistical Data:* Subcontractor, and its employees, consultants and/or lower tiered subcontractors, shall be subject to all applicable Federal/state requirements concerning the protection of confidentiality of research and statistical information identifiable to a private person, and will comply with all established procedures to safeguard privacy and confidentiality.

(c) *Personally Identifiable Information.* Subcontractor shall, and shall ensure that each subcontractor, if applicable, shall, maintain reasonable security of all personally identifiable information (including but not limited to personal health information), and

comply with all applicable legal requirements relating to such information, including requirements relating to safeguarding, storing, transmitting, sharing, and destroying such information, and breach notification requirements as required in Business Associate Addendum in Attachment B-Special Subcontract Requirements.

Subcontractor shall not, and shall ensure that each subcontractor shall not, share personally identifiable information (including but not limited to personal health information) (excluding the personally identifiable information of Subcontractors or its subcontractors' directors, officers, employees, agents, affiliates, and designees, in connection with Subcontractor's performance under this Agreement).

SECTION 9: INTELLECTUAL PROPERTY

(a) As between AHP and Subcontractor, AHP's ideas and requirements whether written formally or provided verbally to the Subcontractor are owned by AHP or DHCS.

(b) All writings or works of authorship, ideas, discoveries, inventions, patents, products, or other information, including without limitation, specifications, program codes, source code, framework, JAR files, ZIP files, Library's files, scripts, and all related documentation, data or technical information produced or authored by the Subcontractor or any of its employees in **the course of performing the work hereunder**, together with any copyright, trademarks (including goodwill), and any other rights in intellectual property and rights in the physical embodiment in the same ("Works"), are **works made for hire** and the property of DHCS. To the extent that any Works may not, by operation of law, be works made for hire, this Agreement will constitute an irrevocable assignment by the Subcontractor to DHCS of the ownership of, and all rights of copyright, trademarks (including goodwill), and any other rights in intellectual property and rights in the physical embodiment of the Works, and DHCS will have the right to obtain and hold in its name all registrations which may be available in the Works. Subcontractor agrees to give DHCS or its designees all assistance reasonably required to perfect such rights. The Subcontractor will tum over all Works to DHCS or its designee when the Subcontractor ceases to perform services for AHP or upon AHP's earlier request.

(c) In performing services under this Agreement, Subcontractor will not design or develop any items that infringe one or more patents or other intellectual property rights of any third party. If Subcontractor becomes aware of any possible infringement in the course of performing the Work, Subcontractor shall immediately so notify AHP in writing.

(d) This Section is subject to any contrary or additional provisions contained in the ***SPECIAL*** SUBCONTRACT TERMS AND CONDITIONS, or under FAR clause 52.227-14, Rights in Data, together with any Alternates, if specified.

(e) This Section shall survive the expiration or termination of this Agreement.

SECTION 10: TERMINATION FOR CAUSE

(a) AHP, or at the direction of the Prime Contractor, may terminate if Subcontactor fails to comply with any terms, conditions, requirements, failure of achievement in any or all deliverables, satifsfactory performance, or provisions of the Agreement. AHP shall notify Subcontractor in writing of its failure to comply. Should Subcontractor not remedy such failure within ten (10) business days (Remedy Period), the agreement may be terminated. Upon notification or any time during the Remedy Period, Subcontactor may request additonal time in order to cure the default and so long as Subcontractor is

working in Good Faith and Prime Contractor approves, the cure period may be extended to at least thirty (30) business days.

(b) In the event that this Agreement is terminated for cause pursuant to Paragraph (a) above, then the Prime Contractor nor AHP shall not be liable for any work that is not performed in accordance with the Subcontract. The Prime Contractor through AHP will pay the Subcontractor for work that has been performed in accordance with this Subcontract and the Subcontractor shall transfer to the Prime Contractor or AHP all work that has been completed and paid for under this Agreement.

(c) This Agreement may be terminated immediately upon notification by either party following a material breach of this Agreement.

SECTION 11: POLICIES AND CODES

11.1 Subcontractor shall comply with al California and federal law, regulations, and published guidelines, to the extent that these authorities contain requirements applicable to Subcontractor's performance under this Agreement. These authorities include, but are not limited to, Title 42, United States Code (USC) Chapter 6A Part B and Title 45, Code of Federal Regulations (CFR) Parts 75 and 96.

11.2 AHP may perform inspections, review procedures, documents pertaining to the Statement of Work and other elements of this Agreement, perform onsite visits, desk reviews in order to ensure Contractor's comply with 11.1 and 11.2 as well as protect against fraud, waste and abuse.

11.3 In the event Contractor does not comply with 11.1 and 11.2 above, AHP shall hold Subcontractor in non-compliance under Section 9.

11.4 DHCS or AHP shall review Subcontractor's records to ensure funds were properly used.

SECTION 12: DATA COLLECTION AND PERFORMANCE

12.1 a. Planning Grants

Subcontractor must submit substantiating documentation of their efforts throughout the contract period, which may include implementation/action plan drafts and community needs assessments.

b. Implementation Grants

Subcontractors for Implementation Grants must include data on the performance measures identified in their contracts. Potential performance measures include:

- The number of individuals served/impacted by each CCMU
  - Percentage treated and released by CCMU
  - Percentage referred to services in the community
  - Percentage admitted to psychiatric hospital
  - Percentage involuntarily admitted to hospital
  - Percentage taken to the Emergency Department
- Average and median response time of each CCMU
- Primary diagnoses of clients served
- Primary reason for CCMU dispatch
  - e.g. Risk of self-harm, risk of violence to others, other erratic behavior
- Percentage with co-occurring mental health and substance use disorder diagnoses
- Health insurance statuses of clients served
- Number of CCMU dispatches
  - Percent of all crisis calls (911 or other) resulting in CCMU dispatch

- Number of initial mental health or substance use calls routed through police to CCMU
- Number of crisis calls when CCMU engages/requests police response
- Demographic data of clients served:
    - Number of clients served who are aged 5 and under/5-9/10-14/15-19/20- 25/26-34/35-44/45-54/55-64/65-74/75-84/85 and over/unknown
    - Number of clients served who are male/female/transgender/non-binary or gender queer/unknown
    - Number of clients served who are American Indian or Alaska Native/Asian American/ Black or African American/Native Hawaiian or Pacific Islander/More than one race/White/unknown
    - Number of clients served who are Latinx or Chicanx or Hispanic/Not Latinx or Chicanx or Hispanic/unknown
    - Number of clients served who speak a language other than English at home
- Percentage of individuals who receive crisis follow-up care within 48 hours
- Percentage of families engaged collaboratively in the crisis intervention process
- Percentage of crisis encounters resolved successfully within two hours
- Satisfaction with services (how likely are they to recommend)

12.2 Monitoring and Site Inspection

a. The Subcontractor shall be subject by AHP for compliance with the provisions of this Agreement. Such monitoring activities shall include, but are not limited to, inspection of the Subcontractor's services, procedures, books, and records, as AHP deems appropriate. AHP may conduce monitoring activities at any time during the Subcontractor's normal business hours.
b. AHP shall conduct a review of the Subcontractor's records to determine if any of the claimed expenditures were an improper use of grant funds.
c. The refusal of Subcontractor to permit access to physical facilities and/or inspection of any documents, files, books, or records necessary for AHP to complete its monitoring and inspection activities constitutes an express and immediate material breach of this contract and will be a sufficient basis to terminate the contract for cause.

SECTION 13: ORGANIZATIONAL CONFLICT OF INTEREST

Subcontractor warrants to the best of its knowledge and belief at this time, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, ("OCI") as defined in FAR Subpart 9.5, or that Subcontractor has disclosed all such relevant information, and will disclose any actual or potential OCI that is discovered, including a description of activities that Subcontractor has taken or proposes to take, after consultation with the AHP Contracting Officer, to avoid the conflict. During the term of this Agreement, Subcontractor shall not enter into other contracts or arrangements or otherwise engage in work that will conflict with the parties' relationship of trust and cooperation or that may otherwise conflict with the Subcontractor's obligations.

SECTION 14: INSURANCE

(a) Subcontractor shall continuously maintain for the duration of this Agreement, the following insurance at, or in excess of, the limits detailed below:

• Worker's compensation and employer's liability insurance as required by the state or province where the work is performed.

• Comprehensive automobile and vehicle liability insurance covering claims for

injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including on-site and off-site operations, and owned, non-owned, or hired vehicles, with $1,000,000 combined single limits.

• Subcontractor must furnish to AHP a certificate of Insurance stating that commercial general liablility insurance of not less thatn $1,000,000 per occurrence for bodily injury and property damage liablility combined is presently in effect for the Subcontractor. The commercial general liablility insurancy policy shall include cover for liablilities arising out of premises, operations, independent contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured agreement. The commercial general liability insurance shall apply to each insured against whom claim is made or suit is brought subject to the Subcontractor's limit of liability.

• Insurance appropriate and sufficient in type and amount to cover any software and data to be developed under this Agreement, and property insurance sufficient to cover the cost of any AHP, Client or other property under the Agreement that may be in the control of the Subcontractor.

(b) All policies, except Workers' Compensation and Employer's Liability, shall be endorsed to name AHP as an Additional Insured with respect to the work to be performed by Subcontractor. All such insurance must be primary and non-contributory and required to respond and pay prior to any other insurance or self-insurance available.

(c) Subcontractor shall immediately deposit with AHP upon request a Certificate of Insurance attesting to the above coverage and naming AHP as an additional insured party under such policies. The Subcontractor agrees that the insurance required herein will remain in effect at all times during the term of the Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, the Subcontractor agrees to provide, at least 30 calendar days before said expiration date, a new certificate of insurance evidencing insurance coverage as provided herein for not less than the remainder of the term of the Agreement or for a period of not less than one year. AHP may, in addition to any other remedies it may have, terminate this Agreement on the occurrence of such event.

(d) Insurance Indemnification. Subcontractor shall indemnify AHP for any costs and expenses incurred, including reasonable attorneys' fees, judgments, settlements or penalties, as a result of any claim or liability resulting from the failure of Subcontractor (or its lower tier subcontractors or consultants) to maintain the insurance policies required by this section.

(e) AHP will not be responsible for any premiums, deductibles or assessments on the insurance policy.

SECTION 15: INDEMNIFICATION

(a) Subcontractor shall indemnify and hold harmless AHP and DHCS and its officers, employees and agents for any costs and expenses incurred, including reasonable attorneys' fees, judgments, settlements or penalties, against all liabilities, claims, suits, demands or liens for damages to persons or property, ("Claims"), (unless such Claims arise from the gross negligence or willful misconduct of AHP), arising out of, resulting from, or relating to, the following:

- Any act, omission, or statement of the Subcontractor, or any person employed by or engaged under contract with the Subcontractor that results in injury (including

death), loss, or damage to any person or property;

- Any failure on the part of the Subcontractor to comply with applicable government requirements and requirements of law;
- the failure to maintain the insurance policies required by this section or the work performed, inclusive of Intellectual property infringement, if applicable, under this Subcontract. Insurance coverage that may be required shall in no way lessen or limit the liability of Subcontractor under the terms of this obligation.
- Any failure on the part of the Subcontractor to satisfy all claims for labor, equipment, materials and other obligations relating to the performance of the work hereunder;
- Any actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this Agreement, provided the Subcontractor is reasonably notified of such claims and proceedings; and
- Any actual or alleged unauthorized use or disclosure of any trade secret, confidential information or other proprietary interest, Work product, or other information owned by the Government, Client or AHP under the terms of this Agreement.

(b) Subcontractor shall indemnify under this clause for any of the above acts attributable to its employees, consultants, agents, and/or lower-tiered subcontractors engaged in performance of the work under this Agreement.

(c) This indemnification shall survive the expiration or termination of the Agreement.

SECTION 16: DISPUTES/APPLICABLE LAWS

16.1 Disputes

Any dispute arising out of, or relating to, this Agreement that is not resolved by the good faith efforts of the parties, shall be settled by submission to a panel consisting of one arbitrator under the Commercial Rules of the American Arbitration Association ("AAA"). The parties shall bear equally the costs assessed by the AAA, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. Venue for the arbitration shall be Massachusetts at the election of AHP. The decision of the arbitrator shall be final, conclusive, and unappealable, except in the event of fraud or the arbitrator's failure to disclose a material conflict of interest. The prevailing party, in addition to any damages awarded by the arbitrator, shall be entitled to costs and reasonable attorneys' fees, the amount of which shall be determined by the arbitrator, in the event the parties are unable to agree.

16.2 Applicable Laws

Subcontractor agrees to comply with the applicable provisions of Federal, State and local laws or ordinances, and all orders, rules, and regulations issued thereunder, and in such a manner that the name of the other party will not be discredited. Where a FAR provision or clause, or any other Federal statute, regulation, or clause is incorporated in or applicable to this Agreement or work being performed under it, Federal law shall govern the interpretation and application thereof. If Federal law is not applicable, the appropriate law of the Commonwealth of Massachusetts shall apply, exclusive of that body of laws known as conflicts of law. This Section shall survive the expiration or termination of the Agreement.

SECTION 17: CERTIFICATIONS

By signature to this Agreement, Subcontractor makes the following Representations and Certifications:

(a) Debarment and Suspension: Neither Subcontractor nor any of its principals is presently debarred, suspended, proposed for debarment, declared ineligible nor voluntary excluded by any Federal department or agency from participating in transactions. Any change in the debarred or suspended status of the Subcontractor during the life of this Subcontract will be reported immediately to AHP. Subcontractor shall incorporate this Debarment and Suspension certification into any subcontract that they may enter into as a part of this Subcontract.

(b) Prohibition To Perform Duties: Subcontractor is not prohibited, precluded, or restricted from performing the duties required under the Statement of Work, due to previous employment obligations, restrictions, commitments, or agreements Subcontractor has with any other federal, state and local government agency.

(c) Federal Civil Rights Act/Equal Opportunity: Subcontractor will conform to the provisions of Title VI of the Federal Civil Rights Act of 1964, section 2000d as amended and will not discriminate against any employee or applicant for employment because of age, race, religion, creed, color, sex, or national origin.

(d) Labor Laws - Subcontractor certifies that it is in compliance with all applicable labor laws, including but not limited to the Walsh-Healy Act and the Contract Work Hours and Safety Standards Act (41 U.S.C. 51-58) regarding overtime compensation.

(e) Americans with Disabilities Act – Subcontractor agrees to ensure that deliverables developed and produced, pursuant to this Agreement shall comply with the accessibility requirements of Sections 7405 and 11135 of the California Government Code, Section 508 of the Rehabilitation Act and Americans with Disabilities Act **of 1973** as amended (29 U.S.C 794(d), regulations implementing the Rehabilitation Act of 1973 as set forth in in Part 1194 of Title 36 of the Federal Code of Regulations, and the Americans with Disabilities Act of 1990(42 U.S.C. 12101 et seq. and 28 CFR Part 35). 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 Sections 7405 and 11135 codifies section 508 of the Rehabilitation ACT of 1973 requiring accessibility of EIT.

(f) Employee Compliance - Subcontractor will require all employees, entities and individuals providing services in connection with the performance of this Subcontract to comply with the provisions of this Agreement and with all Federal, State, and local laws and regulations in connection with this work.

(g) Code of Ethics: Subcontractor has a Code of Ethics addressing at least the following areas: accurate accounting records and reporting; gifts and entertainment to Government customers; hiring of former government employees; protection of Government proprietary and source selection information; extending and receiving business courtesies; and personal and organization conflicts of interest.

(h) Age Discrimination Act of 1975 (45 CFR Part 90)

(i) Section 1557 of the Affordable Care Act.

(j) Trafficking Victims Protection Act of 2000 (22 USC 7104(G), as amended and 2 CFR Part 175

(k) Clean Air Act (42 USC 7401-7671q) and the Federal Water Pollution Control ACT

(33 USC 1251-1387), as amended.

(l) Byrd Anti-Lobbying Amendment (31 USC 1352). The Subcontractor shall certify to DHCS that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an office or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. The Subcontractor shall also disclose to DHCS any lobbying with non-Federal funds that takes place in connection with obtaining any Federal Award.

(m) Confidentiality of Alcohol and Drug Abuse Patient Records: (42 CFR Part 2, Subparts A-E). The Subcontractor shall comply with the regulation set forth in 42 CFR part 2, including the responsibility for assuring the security and confidentiality of all electronically transmitted patient material.

(n) Certification and Attestation: As a requirement to be eligible for the PWI grant funding, the Subcontractor, attested to its eligibility to receive funding, Attestation Letter attached hereto as Attachment F. Any misrepresentation contained within the Attestation Letter shall be considered a material breach.

(o) Standard Funding Restrictions: Exceed Salary Limitation: The Consolidated Appropriations Act, 2016 (Pub. L.113- 76) signed into law on January 10, 2016, limits the salary amount that may be awarded and charged to SAMHSA grants and cooperative agreements. Award funds may not be used to pay the salary of an individual at a rate in excess of Executive Level II. The Executive Level II salary can be found in SAMHSA's standard terms and conditions for all awards at https://www.samhsa.gov/grants/grants□management/notice-award-noa/standard-terms-conditions. This amount reflects an individual's base salary exclusive of fringe and any income that an individual may be permitted to earn outside of the duties to the applicant organization. This salary limitation also applies to sub awards/subcontracts under a SAMHSA grant or cooperative agreement. The Federal Executive Level II Salary Cap is currently $199,300.

• Pay for any lease beyond the project period.

• Pay for the purchase or construction of any building or structure to house any part of the program. • Make direct payments to individuals to enter treatment or continue to participate in prevention or treatment services.

• No out-of-state travel is permitted with these funds.

*SAMHSA funds were granted to the State and all funding restrictions are applicable to this funding opportunity and all sub-contracts.

SECTION 18: RECORDS AND RECORD KEEPING

a. The Subcontractor shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the grant in accordance with 45 CFR section 75.361.

b. AHP, SAMHSA, the Inspector General, the Controller General and DHCS, or any of its authorized representatives, have the right to access any documents, papers, or other records of the Subcontractor which are pertinent to the grant, for the purpose of performing audits, examinations, excerpts, and transcripts. The right to access records also includes timely and reasonable access to the Subcontractor's personnel for the purpose of interview and discussion related to

the requested documents.

c. The right to access records is not limited to the required retention period but lasts as long as the records are retained by the Subcontractor.

SECTION 19: EXPENSE ALLOWABILITY/FISCAL DOCUMENTATION

a. Invoices, received from a Subcontractor and accepted and/or submitted for payment by AHP, shall not be deemed evidence of allowable agreement costs.

b. The Subcontractor shall maintain for review and audit and supply to AHP upon request, adequate documentation of all expenses claimed pursuant to this Agreement to permit a determination of expense allowability.

c. If the allowability or appropriateness of an expense cannot be determined by AHP because invoice detail, fiscal records, or backup documentation is nonexistent or inadequate according to generally accepted accounting principles or practices, all questionable costs may be disallowed and payment me be withheld by AHP. Upon receipt of adequate documentation supporting a disallowed or questionable expense, reimbursement may resume for the amount substantiated and deemed allowable.

d. If Travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. For more information on allowable travel and per diem expenses and required documentation, see Attachment B, "Travel Reimbursement Information".

e. Costs and/or expenses deemed unallowable are subject to recovery by AHP. See Section 20 Recovery of Overpayments" for more information.

f. Country organizations may utilize their existing DHCS certified indirect cost rates for per Behavioral Health Information Notice 20-020.

SECTION 20: RECOVERY OF OVERPAYMENTS

a. Subcontractor agrees that claims based upon a contractual agreement or an audit finding and/or an audit finding that is appealed and upheld, will be recovered by AHP by one of the following options:

   1. Subcontractor's remittance to AHP of the full amount of the audit exception within 30 days following AHP request for payment;

   2. A repayment schedule which is agreeable to both AHP and the Subcontract.

b. AHP reserves the right to select which option will be employed and the Subcontractor will be notified by AHP in writing of the claim procedure to be utilized.

c. Interest on the unpaid balance of the audit finding or debt will accrue at a rate equal to the monthly average of the rate received on investments in the Pooled Money Investment Fund commencing on the date that an audit or examination finding is mailed to the Subcontractor, beginning 30 days after the Subcontractor's receipt of AHP's demand for repayment.

d. If the Subcontractor has filed a valid appeal regarding the report of audit findings, recovery of the overpayments will be deferred until a final administrative decision on the appeal has been reached. If the Subcontractor loses the final administrative appeal, the Subcontractor shall repay, to AHP, the over-claimed or disallowed expenses, plus accrued interest. Interest accrues

from the Subcontractor's first receipt of AHP's notice requesting reimbursement of questioned audit costs or disallowed expenses.

SECTION 21: BEST EFFORTS

21.1 Best Efforts During the term of this Agreement, Subcontractor shall use Best Efforts in order to satisfy all the requirements of the work to be performed under Section 4 and Attachment A of this Agreement.

THIS AGREEMENT CONSISTS OF **SEVENTEEN (17)** TYPEWRITTEN PAGES, TOGETHER WITH THE ATTACHMENTS IDENTIFIED BELOW, WHICH ARE HEREBY INCORPORATED INTO THIS AGREEMENT.

LIST OF ATTACHMENTS

TITLE	No. of PAGES
Attachment A – Standard Subcontract Terms and Conditions	1
Attachment B – Special Subcontractor Requirements	36
Attachment C – Subcontractor's Certification	5
Attachment D - Subcontractor's Statement of Work	2
Attachment E – Payment Schedule	1

ATTACHMENT A-*STANDARD* SUBCONTRACT TERMS AND CONDITIONS

Headings: Headings are for convenience of reference only and shall in no way affect interpretation of this Agreement.

Independent Contractor: Subcontractor is engaged as an independent contractor, and this Agreement shall not be construed as creating any other relationship. Subcontractor shall comply with all laws, and assume all risks incident to its status as independent contractor, and necessary to comply with specific requirements of this Agreement, including, but not limited to, payment of all applicable federal/state income taxes, associated payroll/business taxes, and licenses and fees.

No Agency: Subcontractor, its employees, agents or assigns, shall not represent, act or purport to act, or be deemed to be an agent, representative, or employee of AHP, or commit or obligate AHP to any other person or party.

Lower-Tier Consultants/Subcontractors: AHP's prior written approval is required to obtain services of consultants or lower-tier Subcontractors; provided, however, that this limitation shall not apply to the purchase of standard commercial supplies.

No Assignment: This Agreement is for professional services, and the Agreement, or any duties/obligations imposed shall not be assigned, delegated or otherwise transferred.

Changes to be Made in Writing: Unless otherwise specified that AHP may make a unilateral modification, no understanding, agreement, modification, change order, or other matter affecting this Agreement shall be binding, unless in writing, signed by both parties' Contracting Officer. No handwritten changes shall be effective unless initialed by each Contracting Officer.

Limitation of Liability upon Termination: AHP's maximum aggregate liability to Subcontractor is limited to the total dollar amount of work properly performed by Subcontractor up to the effective date of termination, together with any authorized travel, or authorized expenses incurred under the Agreement that cannot be canceled. AHP is not liable for any special, indirect, incidental, consequential, or punitive damages, nor for any loss of goodwill, profits, data, or loss of use arising out of, resulting from, or in any way connected with the performance or breach of this Agreement, even if advised of the possibility of such damages.

Force Majeure: Neither party shall be liable to the other for loss or damages due to failure or delay in rendering performance caused by circumstances beyond its reasonable control, if such failure could not have been overcome by the exercise of due diligence, due care, or foresight. Causes may include, but are not limited to, acts of God or a public enemy; wars; acts of terrorism; riots; fires; floods; epidemics; quarantine restrictions; labor disputes; strikes; defaults of subcontractors/vendors; failure/delays in transportation; unforeseen freight embargoes; unusually severe weather; or any law/order/regulation/request of a state or local government entity, the US Government, or of any agency, court, commission, or other instrumentality of any such governments. Times of performance under this Agreement may be appropriately extended for excused delays if the party whose performance is affected promptly notifies the other of the existence and nature of such delay.

Scientific Misconduct: Subcontractor shall immediately report to AHP any instance of scientific misconduct or fraud related to performance of work under this Agreement.

Warranty: Unless a different warranty is specified, Subcontractor warrants all services provided and products delivered will be free from defect in materials and/or workmanship, and will be fit for the purpose intended, and will conform to the specifications of the statement of work. In the event of a breach AHP may complete the work and seek all remedies available in law or equity.

Notices: Notices shall be in writing, sent by USPS Certified Mail-RRR, or any overnight delivery/courier service, and notice shall be deemed given when personally delivered, (or three (3) days after being sent by prepaid certified U.S. mail).

Litigation: Subcontractor shall provide written notice to AHP of any litigation that relates to the services under this contract, or that has the potential to impair its ability to fulfill this contract, including but not limited to financial, legal or other situations.

Publicity: Without prior written approval of the other, neither party shall use the other's name or make reference to the other party or any of its employees in publications, news releases, advertising, speeches, technical papers, photographs, sales promotions, or publicity purposes of any form related to this work or data developed hereunder, unless disclosure of such materials is required by legal, accounting, or regulatory requirements beyond the disclosing party's reasonable control. Use of either party's name may be made in internal documents, annual reports, proposals, etc. which may identify the existence of the project by title, principal investigator or project director, sponsor, period of funding, amount of award and brief abstract of the project. This Section shall survive expiration/termination of this Agreement.

Restrictions on Hiring: During the period of this Agreement, and for a period of two (2) years after its termination, neither party shall directly or indirectly, induce or solicit (or authorize or assist in the taking of any such actions by any third party) any employee or consultant of the other party to leave his/her business association with that party. Parties are not be restricted in the right to solicit or recruit generally in the media.

Survival: Except as otherwise stated, sections that by their terms impose continuing obligations or establish continuing rights shall be deemed to survive the expiration/termination of this Agreement.

Validity and Waiver: The invalidity in whole or in part of any provision of this Agreement shall not affect the validity of other provisions. Waiver of a breach of any provision shall not constitute a waiver of any subsequent breach of that provision, or a breach of any other provision. AHP's failure to enforce any provision of this Agreement shall not be construed as a waiver. Only AHP's Contracting Officer has the authority to waive any term or condition of this Subcontract on behalf of AHP.

Interpretation: This Agreement shall be interpreted and construed in accordance with its fair meaning, and not strictly for or against either party, regardless of who may have drafted it or any specific provision.

Third Party Beneficiaries: This Agreement shall not be construed so as to give any person or entity, other than the parties, any legal or equitable claim or right.

Counterparts/Other Instruments: The parties may execute this contract in multiple counterparts, each of which is deemed an original and all of which constitute only one agreement. The parties shall properly make, execute, and deliver such other and further instruments as may be reasonable, necessary, desirable, or convenient to give full force and effect to this Agreement.

Binding Effect: This Agreement shall be binding upon the parties, their successors and assigns.

ATTACHMENT B

1. Federal Equal Opportunity Requirements

a. The Subcontractor 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 Subcontractor 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 Subcontractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or AHP, 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 Subcontractor'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 Subcontractor will, in all solicitations or advancements for employees placed by or on behalf of the Subcontractor, 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 Subcontractor 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 Subcontractor'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 Subcontractor 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 Subcontractor 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 Subcontractor'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 Subcontractor 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 Subcontractor 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 Subcontractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs or AHP may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event the Subcontractor becomes involved in, or is threatened with litigation by a subcontractor or vendor as a result of such direction by AHP, the Subcontractor may request in writing to AHP, 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 authorized to be reimbursed with Agreement funds.)

Reimbursement for travel and/or per diem expenses from AHP 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 in Attachment B-Special Subcontract Requirements. 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 California Department of Human Resources (CalHR) rates may be approved by AHP upon the submission of a statement by the Subcontractor indicating that such rates are not available to the Subcontractor. 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 AHP or DHCS or expenses for said items are reimbursed by funds with state or federal funds provided under this 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 Subcontractor shall make arrangements through AHP, to have all remaining equipment/property purchased through DHCS' Purchasing Unit. The cost of equipment/property purchased by or through AHP shall be deducted from the funds available in this Agreement. Subcontractor shall submit to the AHP Contract Manager a list of equipment/property specifications for those items that the State must procure. AHP may pay the vendor directly for such arranged equipment/property purchases and title to the equipment/property will remain with AHP. The equipment/property will be delivered to the Subcontractor's address, as stated on the face of the Agreement, unless the Subcontractor notifies the AHP, 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 AHP, prior written authorization from the AHP Contract Office or Project Manager will be required before the Subcontractor will be reimbursed for any purchase of $5,000 or more for commodities, supplies, equipment/property, and services related to such purchases. The Subcontractor must provide in its request for authorization all particulars necessary, as specified by AHP, 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 AHP (e.g., when AHP has a need to monitor certain purchases, etc.), AHP may require prior written authorization and/or the submission of paid vendor receipts for any purchase, regardless of dollar amount. AHP reserves the right to either deny claims for reimbursement or to request repayment for any Subcontractor purchase that AHP determines to be unnecessary in carrying out performance under this Agreement.

f. The 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. AHP and the State reserves the right to request a copy of these documents and to inspect the purchasing practices of the Subcontractor at any time.

g. For all purchases, the 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 Subcontractor for inspection or audit.

h. AHP 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 Subcontractor 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 AHP when said items are purchased or reimbursed by DHCS with state or federal funds provided under this 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 AHP under the terms of this Agreement shall be considered state equipment and the property of AHP and DHCS.

(1) **Reporting of Equipment/Property Receipt** - AHP requires the reporting, tagging and annual inventorying of all equipment and/or property that is furnished by AHP or purchased/reimbursed with funds provided through this Agreement.

Upon receipt of equipment and/or property, the Subcontractor shall report the receipt to the AHP. To report the receipt of said items and to receive property tags, Subcontractor shall use a form or format designated by AHP. If the appropriate form does not accompany this Agreement, Subcontractor shall request a copy from AHP.

(2) **Annual Equipment/Property Inventory** - If the Subcontractor enters into an agreement with a term of more than twelve months, the Subcontractor shall submit an annual inventory of state equipment and/or property to the AHP using a form or format designated by AHP. If an inventory report form does not accompany this Agreement, Subcontractor shall request a copy from AHP. Subcontractor shall:

(a) Include in the inventory report, equipment and/or property in the Subcontractor's possession and/or in the possession of a subcontractor (including independent consultants).

(b) Submit the inventory report to AHP according to the instructions appearing on the inventory form or issued by AHP.

(c) Contact AHP 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 AHP.

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, AHP or DCHS shall be under no obligation to pay the cost of restoration, or rehabilitation of the Subcontractor's facility which may be affected by the removal of any state equipment and/or property.

d. The 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, AHP may require the Subcontractor to repair or replace, to AHP's satisfaction, any damaged, lost or stolen state equipment and/or property. In the event of state equipment and/or miscellaneous property theft, Subcontractor shall immediately file a theft report with the appropriate police agency or the California Highway Patrol and Subcontractor shall promptly submit one copy of the theft report to AHP.

e. Unless otherwise stipulated by the Program funding this Agreement, equipment and/or property purchased/reimbursed with agreement funds or furnished by AHP 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 Subcontractor shall provide a final inventory report of equipment and/or property to AHP and shall, at that time, query DHCS as to the requirements, including the manner and method, of returning state equipment and/or property to AHP. Final disposition of equipment and/or property shall be at AHP expense and according to AHP instructions. Equipment and/or property disposition instructions shall be issued by AHP immediately after receipt of the final inventory report. At the termination or conclusion of this Agreement, AHP OR 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 AHP or DHCS under this Agreement.)

(1) If motor vehicles are purchased/reimbursed with agreement funds or furnished by AHP or DHCS under the terms of this Agreement, within thirty (30) calendar days prior to the

termination or end of this Agreement, the Subcontractor shall return such vehicles to AHP or DHCS and shall deliver all necessary documents of title or registration to enable the proper transfer of a marketable title to AHP or DHCS.

(2) If motor vehicles are purchased/reimbursed with agreement funds or furnished by AHP or DHCS under the terms of this Agreement, the State of California shall e the legal owner of said motor vehicles and the Subcontractor shall be the registered owner. The Subcontractor may oly use said vehicles for performance and under the terms of this Agreement.

(3) The Subcontractor agrees that all operators of motor vehicles, If motor vehicles are purchased/reimbursed with agreement funds or furnished by AHP or 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 Stat of California Class B driver's license.

(4) If any motor vehicle is purchased/reimbursed with agreement funds or furnished by AHP or DHCS under the terms of this Agreement, the 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 Subcontractor's possession.

Automobile Liability Insurance

(a) The Subcontractor, 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 AHP under the terms of this Agreement, to the Subcontractor.

(b) The Subcontractor shall, as soon as practical, furnish a copy of the certificate of insurance to the AHP Contract Office or Project Manager. The certificate of insurance shall identify the AHP contract or agreement number for which the insurance applies.

(c) The 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 AHP.

(d) The 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 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 AHP.

[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 AHP, in writing, of the Subcontractor'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 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 Subcontractor shall be notified by AHP, in writing, if this provision is applicable to this Agreement. If DGS approval of the certificate of insurance is required, the Subcontractor agrees that no work or services shall be performed prior to obtaining said approval.

(g) In the event the Subcontractor fails to keep insurance coverage, as required herein, in effect at all times during vehicle possession, AHP may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

5. Subcontract Requirements

a. Prior written authorization will be required before the Subcontractor enters into or is reimbursed for any subcontract for services costing $5,000 or more. Except as indicated in Paragraph b(3) herein, when securing subcontracts for services exceeding $5,000, the Subcontractor shall obtain at least three bids or justify a sole source award.

(1) The Subcontractor must provide in its request for authorization, all information necessary for evaluating the necessity or desirability of incurring such cost.

(2) AHP 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. View this publication at the following Internet address: https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/State-Contracting

b. AHP reserves the right to approve or disapprove the selection of subcontractors and with advance written notice, require the substitution of subcontractors and require the Subcontractor to terminate subcontracts entered into in support of this Agreement.

(1) Upon receipt of a written notice from AHP requiring the substitution and/or termination of a subcontract, the Subcontractor 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 Subcontractor and a subcontractor) of $5,000 or more are subject to the prior review and written approval of AHP. AHP may, at its discretion, elect to waive this right. All such waivers shall be confirmed in writing by AHP.

d. Subcontractor shall maintain a copy of each subcontract entered into in support of this Agreement and shall, upon request by AHP, make copies available for approval, inspection, or audit.

e. AHP assumes no responsibility for the payment of subcontractors used in the performance of this Agreement. Subcontractor accepts sole responsibility for the payment of subcontractors used in the performance of this Agreement.

f. The Subcontractor is responsible for all performance requirements under this Agreement even though performance may be carried out through a subcontract.

g. The Subcontractor shall ensure that all subcontracts for services include provision(s) requiring compliance with applicable terms and conditions specified in this Agreement.

h. The subcontractor agrees to maintain and preserve, until three years after termination of Agreement No. 21-10349 and final payment from AHP, to permit AHP or 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 AHP, the Subcontractor shall be the subcontractor's sole point of contact for all matters related to performance and payment under this Agreement.

j. Subcontractor 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 Subcontractor agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Subcontractor under this Agreement shall be paid by the Subcontractor to AHP so that AHP can pay DHCS, to the extent that they are properly allocable to costs for which the Contractor has been reimbursed by AHP under this Agreement.

7. Audit and Record Retention

a. The 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 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. Subcontractor agrees that AHP, 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. Subcontractor 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 Subcontractor 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 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 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 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 Subcontractor 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

AHP, DHCS and or SAMHSA 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 Subcontractor, the Subcontractor 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

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, the Agreement shall be amended to reflect any reduction in funds.

d. AHP and 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. Intellectual Property Rights

a. **Ownership**

(1) Except where AHP has agreed in a signed writing to accept a license, AHP or 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 Subcontractor or AHP 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, Subcontractor will exercise and utilize certain of its Intellectual Property in existence prior to the effective date of this Agreement. In addition, under this Agreement, Subcontractor may access and utilize certain of AHP's Intellectual Property in existence prior to the effective date of this Agreement. Except as otherwise set forth herein, Subcontractor shall not use any of AHP's Intellectual Property now existing or hereafter existing for any purposes without the prior written permission of AHP. **Except as otherwise set forth herein, AHP shall not give any ownership interest in or rights to its Intellectual Property to the other Party.** If during the term of this Agreement, Subcontractor accesses any third-party Intellectual Property that is licensed to AHP, Subcontractor agrees to abide by all license and confidentiality restrictions applicable to AHP in the third-party's license agreement.

(4) Subcontractor agrees to cooperate with AHP in establishing or maintaining AHP's and/or DHCS exclusive rights in the Intellectual Property, and in assuring AHP's or DHCS' sole rights against third parties with respect to the Intellectual Property. If the Subcontractor

enters into any agreements or subcontracts with other parties in order to perform this Agreement, Subontractor 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 AHP and/or DHCS all rights, title and interest in Intellectual Property made, conceived, derived from, or reduced to practice by the subcontractor, Contractor or AHP and which result directly or indirectly from this Agreement or any subcontract.

(5) Subcontractor further agrees to assist and cooperate with AHP/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 AHP'S Intellectual Property rights and interests.

b. **Retained Rights / License Rights**

(1) Except for Intellectual Property made, conceived, derived from, or reduced to practice by Subcontractor or AHP and which result directly or indirectly from this Agreement, Subcontractor 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. Subcontractor 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 Subcontractor'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 Subcontractor 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 Subcontractor from using any ideas, concepts, know-how, methodology or techniques related to its performance under this Agreement, provided that Subcontractor's use does not infringe the patent, copyright, trademark rights, license or other Intellectual Property rights of AHP 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) Subcontractor 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 Subcontractor in connection with Subcontractor's performance of this Agreement shall be deemed "works made for hire". Subcontractor further agrees that the work of each person utilized by Subcontractor in connection with the performance of this Agreement will be a "work made for hire," whether that person is an employee of Subcontractor or that person has entered into an agreement with Subcontractor to perform the work. Subcontractor shall enter into a written agreement with any such person that: (i) all work performed for Subcontractor shall be deemed a "work made for hire" under the Copyright Act and (ii) that person shall assign all right, title, and interest to AHP and/or DHCS to any work product made, conceived, derived from, or reduced to practice by Subcontractor or AHP 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 AHP and which result directly or indirectly from this Agreement, shall include AHP's or DHCS' notice of copyright, which shall read in 3mm or larger typeface: "© *[Enter Current Year e.g., 2010, etc.]*, This material may not be reproduced or disseminated without prior written permission from AHP." 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 Subcontractor in the performance of this Agreement, which did not result from research and development specifically included in the Agreement's scope of work, Subcontractor hereby grants to AHP and/or 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 Subcontractor agrees to assign to AHP and/or DCHS, without additional compensation, all its right, title and interest in and to such inventions and to assist AHP and/or DCHS in securing United States and foreign patents with respect thereto.

e. **Third-Party Intellectual Property**

Except as provided herein, Subcontractor agrees that its performance of this Agreement shall not be dependent upon or include any Intellectual Property of Subcontractor or third party without first: (i) obtaining AHP's prior written approval; and (ii) granting to or obtaining for AHP and/or DHCS, without additional compensation, a license, as described in Section b of this provision, for any of Subcontractor'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 AHP determines that the Intellectual Property should be included in or is required for Subcontractor's performance of this Agreement, Subcontractor shall obtain a license under terms acceptable to AHP and/or DHCS.

f. **Warranties**

(1) Subcontractor 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 Subcontractor'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 Subcontractor or DHCS or AHP 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 Subcontractor.

(d) Neither Subcontractor'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 AHP or 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 Subcontractor's performance of this Agreement.

(2) AHP NOR DHCS MAKE 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) Subcontractor shall indemnify, defend and hold harmless AHP and 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 Subcontractor 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 Subcontractor pertaining to Intellectual Property; or (ii) any Intellectual Property infringement, or any other type of actual or alleged infringement claim, arising out of AHP's 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 Subcontractor or DCHS or AHP 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. AHP reserves the right to participate in and/or control, at Subcontractor's expense, any such infringement action brought against AHP.

(2) Should any Intellectual Property licensed by the Subcontractor to AHP under this Agreement become the subject of an Intellectual Property infringement claim, Subcontractor will exercise its authority reasonably and in good faith to preserve AHP's right to use the licensed Intellectual Property in accordance with this Agreement at no expense to AHP. AHP shall have the right to monitor and appear through its own counsel (at Subcontractor's expense) in any such claim or action. In the defense or settlement of the claim, Subcontractor may obtain the right for AHP 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, AHP 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) Subcontractor agrees that damages alone would be inadequate to compensate AHP or DHCS for breach of any term of this Intellectual Property Exhibit by Subcontractor. Subcontractor acknowledges AHP or DHCS would suffer irreparable harm in the event of such breach and agrees AHP 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**

Based upon this Agreement is funded by the federal government, AHP and 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 purposed and to have the permit others to do so.

11. 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.

12. Prior Approval of Training Seminars, Workshops or Conferences

Subcontractor shall obtain prior AHP 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 Subcontractor 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 Subcontractor to conduct routine business matters.

13. Confidentiality of Information

a. The Subcontractor 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 subcontractors as a result of services performed under this Agreement, except for statistical information not identifying any such person.

b. The Subcontractor and its employees, agents shall not use such identifying information for any purpose other than carrying out the subcontractor's obligations under this Agreement.

c. The Subcontractor and its employees, agents shall promptly transmit to the AHP Contract Office or Project Manager all requests for disclosure of such identifying information not emanating from the client or person.

d. The Subcontractor shall not disclose, except as otherwise specifically permitted by this Agreement or authorized by the client, any such identifying information to anyone other than AHP without prior written authorization from the AHP Contract Office or Project 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 AHP/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.

14. Documents, Publications and Written Reports

(Applicable to agreements over $5,000 under which publication, 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 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.

15. 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 Subcontractor, as indicated below, agrees to obtain one of the following audits:

(1) ***If the Subcontractor 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 Subcontractor 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 Subcontractor 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 Subcontractor 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 Subcontractor 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 Subcontractor 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 Subcontractor is a recipient expending Federal awards received directly from Federal awarding agencies, or

(b) The Subcontractor is a subrecipient expending Federal awards received from a pass-through entity such as the State, County or community based organization.

(4) If the Subcontractor submits to DHCS a report of an audit other than a 2 C.F.R. 200.501audit, the Subcontractor must also submit a certification indicating the Subcontractor 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 Subcontractor'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 Subcontractor's total revenue. The AHP 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 Subcontractor 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 Subcontractor will be given advance written notification, if the State chooses to exercise its option to perform said audits.

j. The Subcontractor shall include a clause in any agreement the Subcontractor 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".

16. 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, Subcontractor 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.

17. Debarment and Suspension Certification

(Applicable to all agreements funded in part or whole with federal funds.)

a. By signing this Agreement, the Subcontractor 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 Subcontractor 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; 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 Subcontractor is unable to certify to any of the statements in this certification, the Subcontractor shall submit an explanation to AHP and 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 Subcontractor knowingly violates this certification, in addition to other remedies available to the Federal Government, the DHCS may terminate this Agreement for cause or default.

18. 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 leaed or contracted for by an entitiy 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 eith directly or though 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 facilites 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, Subcontractor 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. Subcontractor 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.

19. Covenant Against Contingent Fees

The Subcontractor 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 Subcontractor for the purpose of securing business. For breach or violation of this warranty, AHP shall have the right to annul this Agreement without liability or inits descretion to deduct from the Agreement price or consideration, or otherwise recover, the fully amount of such commission, percentage, and brokerage or contingent fee.

20. Payment Withholds

(Applicable only if a final report is required by this Agreent. Not applicable to government entitities)
Unless waived or otherwise stipulated in this Agreement, AHP may, at its discretion, withold 10 percent (10%) of the face amount of the Agreement, 50 percent (50%) of the final invoice, or $3,000 whichever is greater, until AHP receives a final report that meets the terms, conditions and/or scope of work requirements of this Agreement.

21. Peformance Evaluation

Not applicable to grant agreements
AHP may, at its discretion, evaluate the performance of the Subcontractor at the conclusion of this Agreement. If performance is evaluated, the evaluation shall not be a public record and shall remain on file with AHP. Negative performance evaluation may be considered by AHP prior for making future contract awards.

22. 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.

23. Four-Digit Date Compliance

(Applicable to agreements in which Technology (IT) services are provided to AHP or if IT equipment is procured.)
Subcontractor warrants that it will provide only Four-Digit 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 Agreement and does not limit the generality of warranty obligations set forth elsewhere herein.

24. Prohibited Use of State Funds for Software

(Applicable to agreements in which computer software is used in performance of the work.)
Subcontractor certifies that I has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement fo the acquisition, operation or maintenance of computer software in violation of copyright law.

25. 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, minorty-owned firms and women's business enterprised, whenever possible (i.e. procurement of goods and/or services). Subcontractors shall take all of the following steps to further this goal.

1. Ensure that small businesses, minority-owned firms, and women's business enterprises are used to the fullest extent practicable.
2. 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.
3. Consider in the contract process whether firms competing for larger contracts intended to subcontract with small businesses, minority-owned firms, and women's business enterprises.
4. 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.
5. 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.

26. Alien Ineligibility Certification

(Applicable to sole proprietors entering federally funded agreements.)

By signing this Agreement, the Subcontractor 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.)

27. Union Organizing

(Applicable only to grant agreements.)

Subgrantee, by signing this Agreement, hereby acknowledges the applicability of Government Code Sections 16645 through 16649 to this Agreement. Furthermore, Subgrantee, by signing this Agreement hereby certifies that:

d. No state funds disbursed by this grant will be used to assist, promote, or deter union organizing.
e. Subgrantee shall account for state funds disbursed for a specific expenditure by this grant, tos how those funds were allocated to that expenditure.
f. Subgrantee shall, where state funds are not designated as described in herein, allocate, on a pro-rata basis, all disbursements that support the grant program.
g. If Subgrantee makes expenditures to assist, promote or deter union organizing, Subgrantee will maintain records sufficient to show that no state funds were used for those expenditures, and that Subgrantee shall provide those records to the Attorney General upon request.

28. Agreement 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 Subcontractor 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. Directors 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 potion 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 Subcontract.

e. Subcontractor agrees that all fringe benefits shall be at actual cost.

29. Suspension or Stop Work Notification

a. AHP 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 Subcontractor 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 AHP. The resumption of work (in whole or part) will be at AHP's discretion and upon receipt of written confirmation.

(1) Upon receipt of a suspension or stop work notification, the Subcontractor 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, AHP 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 Subcontractor may resume work only upon written concurrence of AHP.

d. If the suspension or stop work notification is cancelled and the Agreement resumes, changes to the services, deliverables, performance dates, and/or agreement 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, AHP shall allow reasonable costs resulting from the suspension or stop work notification in arriving at the settlement costs.

f. AHP shall not be liable to the Subcontractor for loss of profits because of any suspension or stop work notification issued under this clause.

30. 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."

31. Compliance with Statutes and Regulations

a. The Subcontractor shall comply with all California and federal law, regulations, and published guidelines, to the extend that these authorities contain requirements applicable to Subcontractor'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 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.

32. 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., are 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 Attachment2, 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 an agreement, or grant or any extension or amendment of that agreement, 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 from 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 individual(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 AHP Contract Office or Project 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.

33. Avoidance of Conflicts of Interest by Subcontractor

1. AHP intends to avoid any real or apparent conflict of interest on the part of the Subcontractors, or employees, officers and Directors of the subcontractors. This AHP reserves the right to determine, at its sole discretion, whether any information, assertion or claim received from any source indicates the existence of a real or apparent conflict of interest; and, if a conflict is found to exist, to require the Subcontractor to submit additional information or a plan for resolving the conflict, subject to AHP review and prior approval.
2. Conflicts of interest include, but are not limited to:
    a. An instance where the subcontractor has an interest, financial or otherwise, whereby the use or disclosure of information obtained while performing services under the Agreement would allow for private or personal benefit or for any purpose that is contrary to the goals and objectives of the Agreement.
    b. An instance where the subcontractor's employees, officers, or Directors use their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family, business or other ties.
3. If AHP is or becomes aware of a known or suspected conflict of interest, the Subcontractor will be given an opportunity to submit additional information or to resolve the conflict. A Subcontractor with a suspected conflict of interest will have five (5) working days from the date of notification of the conflict by AHP to provide complete information regarding the suspected conflict. If a conflict of interest is determined to exist by AHP and cannot be resolved to the satisfaction of AHP, the conflict will be grounds for terminating the Agreement. AHP may, at its discretion upon receipt of a written request from the Subcontractor, authorize an extension of the timeline indicated herein.

34. Subcontractor Conduct and Filing Requirements

A. When a Subcontractor performs work on DHCS premises, the Subcontractor shall follow and adhere to all DHCS policies and procedures including, but not limited to, those governing health and safety, nondiscrimination, appropriate vehicle use, travel reimbursement, security and confidentiality of information, incompatible activities, acceptable employee conduct, information technology protocols and requirements, workplace violence prevention, and conflict of interest filing instructions (if applicable). Subcontractors may not access DHCS confidential, personal, or sensitive information until they have been trained on the DHCS policies and procedures for information privacy and security and sign a Confidentiality Statement. The training may be accomplished through ton-line Privacy/Security Training on the DHCS intranet.

B. Certain Subcontractors designated by the DHCS' Conflict of Interest Code are required to complete and file a Statement of Economic Interests, Form 700. The Subcontractor agrees that if the Director of DHCS or his/her designee determines that a Statement of Economic Interests, Form 700, is required based upon the nature of the services that are to be performed, the Subcontractor shall be so notified by DHCS and the Subcontractor shall obtain a Form 700 and filing instructions from DHCS' Personnel Office or the Fair Practices Commission and fully complete the Form 700. The Subcontractor shall file the completed Form 700 in a timely manner with the DHCS Personnel Office and submit a copy to the DHCS Program Contract Manager. Failure to obtain, complete or file a Form 700 in a timely manner as instructed by DHCS, may result in immediate contract termination or Subcontract substitution/replacement.

35. Prohibited Follow-on Subcontracts

A. No person, firm or subsidiary thereof who has been awarded a subcontract agreement may submit a bid for, nor be awarded an agreement for, the provision of services, procurement of goods or supplies, or any other related action which is required, suggested, or otherwise deemed appropriate in the end production of this Subcontract agreement.

B. Paragraph A does not apply at any person, firm or subsidiary thereof who is awarded a subcontract agreement which totals more than 10 percent of the total monetary value of the consulting services agreement.

C. Paragraphs A and B do not apply to subcontract agreements subject to Chapter 10 (commencing with Section 4525) of Division 5 of Title 1 of the Government Code.

State of California

Department of Health Care Services

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 of 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 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 agreeement, 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 prequisite 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.

MARIPOSA COUNTY	ROSEMARIE SMALLCOMBE
Name of Subcontractor	**Printed Name of Person Signing for Subcontractor**
7460-CA MOBILE CRISIS-MARIPOSA -01	755159CF0C1 Rosemarie Smallcombe ZorroSign
Contract/Grant Number	**Signature of Person Signing for Subcontractor**
06/23/2022	CHAIR, BOARD OF SUPERVISORS
Date	**Title**

After execution by or on behalf of Subcontractor, please return to:

California Department of Health Care Services

SWD

CERTIFICATION REGARDING LOBBYING

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

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 Adress of Reporting Entity: ☐Prime ☐ Subawardee Tier_____, if known Congressional District, if known:		**5. If Reporting Entity in No. 4 is a 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:** $
10a. 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 actitivites 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 No._____ Date:_____

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 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 Contress 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 ocurred. Enter the date and 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 first 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, in 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); 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 acton 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 ulenss it displys a valid OMB Control Number. The valid OMB control number for this information collection is OMN 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.

Travel Reimbursement Information

(Lodging and Per Diem Reimbursement - Effective for travel on/after January 1, 2021)

1. The following rate policy is to be applied for reimbursing the travel expenses of persons under contract. The terms "contract" and/or "subcontract" have the same meaning as "grantee" and/or "subgrantee" where applicable.

    a. Reimbursement for travel and/or per diem shall be at the rates established for non-represented/excl used state employees. Exceptions to California Department of Human Resources (CalHR) lodging rates may be approved by the Department of Health Care Services (DHCS) upon the receipt of a statement on/with an invoice indicating that State employee travel rates are not available.

    b. Short Term Travel is defined as a 24-hour period, and less than 31 consecutive days, and is at least 50 miles from the main office, headquarters, or primary residence. Starting time is whenever a contract or subcontract employee leaves his or her home or headquarters. "Headquarters" is defined as the place where the contracted personnel spend the largest portion of their working time and returns to upon the completion of assignments. Headquarters may be individually established for each traveler and approved verbally or in writing by the program funding the agreement. Verbal approval shall be followed up in writing or email.

    c. Contractors on travel status for more than one 24-hour period and less than 31 consecutive days may claim a fractional part of a period of more than 24 hours. Consult the chart appearing on Page 2 of this document to determine the reimbursement allowance. All lodging reimbursement claims must be supported by a receipt*. If a contractor does not or cannot present receipts, lodging expenses will not be reimbursed.

        1) Lodging (with receipts*):

Travel Location/Area	Reimbursement Rate
All counties (except the counties identified below)	$ 90.00 plus tax
Counties of Sacramento, Napa, Riverside	$ 95.00 plus tax
Marin	$110.00 plus tax
Counties of Los Angeles (except City of Santa Monica), Orange, Ventura, and Edwards AFB	$120.00 plus tax
Counties of Monterey and San Diego	$125.00 plus tax
Counties of Alameda, San Mateo, and Santa Clara	$140.00 plus tax
City of Santa Monica	$150.00 plus tax
San Francisco	$250.00 plus tax

Reimbursement for actual lodging expenses that exceed the above amounts may be allowed with the advance approval of the Deputy Director of DHCS or his or her designee. Receipts are required.

*Receipts from Internet lodging reservation services such as Priceline.com which require prepayment for that service, ARE NOT ACCEPTABLE LODGING RECEIPTS and are not reimbursable without a valid lodging receipt from a lodging establishment

2.) Meal/Supplemental Expenses: With substantiating receipts, a contractor may claim actual expenses. Incurred up to the following maximum reimbursement rates for each full 24-hour period of travel.

Meals/Expense	**Reimbursement Rate**
Breakfast	$7.00
Lunch	$11.00
Dinner	$23.00
Incidental expenses	$5.00

d. Out-of-state travel may only be reimbursed if such travel is necessitated by the scope or statement of work and has been approved in advance by the program with which the contract is held. For out-of-state travel, contractors may be reimbursed actual lodging expenses, supported by a receipt, and may be reimbursed for meals and supplemental expenses for each 24-hour period computed at the rates listed in c. (2) above. For all out-of-state travel, contractors/subcontractors must have prior DHCS written or verbal approval. Verbal approval shall be confined in writing (email or memo).

e. In computing allowances for continuous periods of travel of less than 24 hours, consult the Per Deim Reimbursement Guide.

f. No meal or lodging expenses will be reimbursed for any period of travel that occurs within normal working hours unless expenses are incurred at least 50 miles from headquarters.

2. If any of the reimbursement rates stated herein is changed by CalHR, no formal contract amendment will be required to incorporate the new rates. However, DHCS shall inform the subcontractor, in writing, of the revised travel reimbursement rates and the applicable effective date of any rate change. At DHCS' discretion, changes or revisions made by DHCS to this exhibit, excluding travel reimbursement policies established by CalHR may be applied retroactively to any agreement to which a Travel Reimbursement Information exhibit is attached, incorporated by reference, or applied by DHCS program policy. Changes to the travel reimbursement rates stated herein may not be applied earlier than the date a rate change is approved by CalHR.

3. For transportation expenses. The subcontractor must retain receipts for parking; taxi, airline, bus, or rail tickets; car rental; or any other travel receipt pertaining to each trip for attachment to an invoice as substantiation for reimbursement. Reimbursement may be requested for commercial carrier fares; private car mileage; parking fees; bridge tolls; taxi, bus, or streetcar fares; and auto rental fees when substantiated by a receipt.

4. Auto mileage reimbursement: If a subcontractor uses his/her or a company car for transportation, the rate of reimbursement will be 0.56 cents maximum per mile. If a subcontractor uses his/her or a company car "in lieu or airfare, the air coach fare will be the maximum paid by the State. The subcontractor must provide a cost comparison upon request by the State. Gasoline and routine automobile repair expenses are not reimbursable.

5. The subcontractor is required to furnish details surrounding each period of travel. Travel expense reimbursement detail may include, but not be limited to purpose of travel, departure and return times, destination points, miles driven, mode of transportation, etc. Reimbursement for travel expenses may be withheld pending receipt of adequate travel documentation.

6. Subcontractors are to consult with program funding the contract to obtain specific invoicing procedures.

Per Diem Reimbursement Guide

Length of travel period:	And this condition exists:	Meal allowed with receipt:
Less than 24 hours	• Trip begins at or before 6:00 a.m. and ends at or after 9:00 a.m. • Trip ends at least one hour after the regularly scheduled workday ends or begins at or before 4:00 p.m. and ends after 7:00 p.m. *Lunch or Incidentals cannot be claimed on one-day trips.*	Breakfast Dinner
24 hours or more	• Trip begins at or before 6:00 a.m • Trip begins at or before 11:00 a.m.	Breakfast Lunch
	• Trip begins at or before 5:00 p.m.	Dinner
More than 24 hours	• Trip ends at or after 8:00 a.m. • Trip ends at or after 2:00 p.m.	Breakfast Lunch
	• Trip ends at or after 7:00 p.m	Dinner

The following meals may not be claimed for reimbursement: meals provided by the State, meals included in hotel expenses or conference fees, meals included in transportation costs such as airline tickets, or meals that are otherwise provided. Snacks and/or continental breakfasts such as rolls, juice, and coffee are not considered to be a meal.

No meal expense may be claimed for reimbursement more than once in any given 24-hour period.

Business Associate Addendum

1. This Agreement has been determined to constitute a business associate relationship under the Health Insurance Portability and Accountability Act (HIPAA) and its implementing privacy and security regulations at 45 Code of Federal Regulations, Parts 160 and 164 (collectively, and as used in this Agreement)

2. The term "Agreement" as used in this document refers to and includes both this Business Associate Addendum and the contract to which this Business Associate Agreement is attached as an exhibit, if any.

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. AHP intends that Business Associate 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 (IPA) at California Civil Code section 1798.3(a). PHI includes information in any form, including paper, oral, and electronic.

   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. Subcontractor (however named elsewhere in this Agreement) is the Business Associate of AHP acting on AHP's behalf and provides services or arranges, performs or assists in the performance of functions or activities on behalf of AHP, and may create, receive, maintain, transmit, aggregate, use or disclose PHI (collectively, "use or disclose PHI") in order to fulfill Business Associate's obligations under this Agreement. AHP and Business Associate are each a party to this Agreement and are collectively referred to as the "parties."

6. The terms used in this Agreement, but not otherwise defined, shall have the same meanings as those terms in HIPAA and/or the IPA. 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 Business Associate.** Except as otherwise indicated in this Agreement, Business Associate 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 AHP, provided that such use or disclosure would not violate HIPAA or other applicable laws if done by AHP.

   7.1 Specific Use and Disclosure Provisions. Except as otherwise indicated in this Agreement, Business Associate may use and disclose PHI if necessary for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate. Business Associate may disclose PHI for this purpose if the disclosure is required by law, or the Business Associate 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. The person shall notify the Business Associate of any instances of which the person is aware that the confidentiality of the information has been breached, unless such person is a treatment provider not acting as a business associate of Business Associate.

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, Business Associate 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 18. 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 Business Associate is a Qualified Service Organization (QSO) as defined in 42 CFR section 2.11, Business Associate 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 Business Associate

9.1 Nondisclosure. Business Associate 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 Business Associate 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 Business Associate 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 its selected framework as it may be updated from time to time. The current version of NIST SP 800-53, Revision 5, is available online at; updates will be available online through the Computer Security Resource Center website.

9.2.3 Business Associate shall employ FIPS 140-2 compliant encryption of PHI at rest and in motion unless Business Associate 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 through the Cryptographic Module Validation Program Search, with information about the Cryptographic Module Validation Program under FIPS 740-2. In addition, Business Associate shall maintain, at a minimum, the most

current industry standards for transmission and storage of PHI and other confidential information.

9.2.4 Business Associate 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 Business Associate 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 Business Associate 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 **Business Associate's Agent.** Business Associate shall ensure that any agents, subcontractors, subawardees, vendors or others (collectively, "agents") that use or disclose PHI and/or confidential information on behalf of Business Associate agree to the same restrictions and conditions that apply to Business Associate with respect to such PHI and/or confidential information.

10. **Mitigation of Harmful Effects.** Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI and other confidential information in violation of the requirements of this Agreement.

11. **Access to PHI.** Business Associate shall make PHI available in accordance with 45 CFR section 164.524.

12. **Amendment of PHI.** Business Associate 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.** Business Associate 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 Business Associate is to carry out an obligation of AHP under 45 CFR Part 164, Subpart E, comply with the requirements of the subpart that apply to AHP in the performance of such obligation.

15. **Access to Practices, Books and Records.** Business Associate shall make its internal practices, books, and records relating to the use and disclosure of PHI on behalf of AHP available to AHP 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, if feasible, Business Associate shall return or destroy all PHI and other confidential information received from, or created or received by Business Associate on behalf of, AHP that Business Associate still maintains in any form and retain no copies of such information. If return or destruction is not feasible, Business Associate shall notify AHP of the conditions that make the return or destruction infeasible, and DHCS and Business Associate shall determine the terms and conditions under which Business Associate may retain the PHI. If such return or destruction is not feasible, Business Associate 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. **Special Provision for SSA Data.** If Business Associate receives data from or on behalf of AHP that was verified by or provided by the Social Security Administration (SSA data) and is subject to an agreement between AHP, Business Associate shall provide, upon request by DHCS, a list of all employees and agents and employees who have access to such data, including employees and

agents of its agents, to AHP.

18. **Breaches and Security** Incidents. Business Associate shall implement reasonable systems for the discovery and prompt reporting of any breach or security incident, and take the following steps:

18.1 Notice to OHCS.

18.1.1 Business Associate shall notify AHP Immediately upon the discovery of a suspected breach or security incident that involves SSA data. This notification will be provided by email upon discovery of the breach. If Business Associate is unable to provide notification by email, then Business Associate shall provide notice by telephone to AHP.

18.1.2 Business Associate shall notify AHP within 24 hours by email (or by telephone if Business Associate is unable to email AHP) of the discovery of the following, unless attributable to a treatment provider that is not acting as a business associate of Business Associate:

18.1.2.1 Unsecured PHI if the PHI is reasonably believed to have been accessed or acquired by an unauthorized person;

18.1.2.2 Any suspected security incident which risks unauthorized access to PHI and/or other confidential information;

18.1.2.3 Any intrusion or unauthorized access, use or disclosure of PHI in violation of this Agreement; or

18.1.2.4 Potential loss of confidential Information affecting this Agreement.

18.1.3 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 Infonnation at Section 18.6. 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

http://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/default.aspx

Upon discovery of a breach or suspected security incident, intrusion or unauthorized access, use or disclosure of PHI, Business Associate shall take:

18.1.3.1 Prompt action to mitigate any risks or damages involved with the security incident or breach; and

18.1.3.2 Any action pertaining to such unauthorized disclosure required by applicable Federal and State law.

18.2 Investigation. Business Associate shall immediately investigate such security incident or confidential breach.

18.3 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, Business Associate 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 Business Associate'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 Business Associate's corrective action plan.

18.3.1 If Business Associate does not complete a Final PIR within the ten (10) working day timeframe, Business Associate shall request approval from DHCS within the ten (10) working day timeframe of a new submission timeframe for the Final PIR.

18.4 Notification of Individuals. If the cause of a breach is attributable to Business Associate or its agents, other than when attributable to a treatment provider that is not acting as a business associate of Business Associate, Business Associate shall notify individuals accordingly and shall pay all costs of such notifications, as well as 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.

18.5 Responsibility for Reporting of Breaches to Entitles Other than DHCS. If the cause of a breach of PHI is attributable to Business Associate or its agents, other than when attributable to a treatment provider that is not acting as a business associate of Business Associate, Business Associate is responsible for all required reporting of the breach as required by applicable federal and state law.

18.6 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 infonnation below by giving written notice to Business Associate. 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. If this Business Associate is not attached as an exhibit to a contract, contact the DHCS signatory to this Agreement	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 Phone: 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

19. **Responsibility of DHCS.** AHP agrees to not request the Business Associate to use or disclose PHI in any manner that would not be permissible under HIPAA and/or other applicable federal and/or state law.

20. **Audits, Inspection and Enforcement**

20.1 From time to time, AHP or DHCS may inspect the facilities, systems, books and records of Business Associate to monitor compliance with this Agreement. Business Associate 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 Business Associate of its responsibility to comply with this Agreement.

20.2 If Business Associate 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, Business Associate shall promptly notify AHP unless it is legally prohibited from doing so.

21.Termination

21.1 Termination for Cause. Upon AHP's knowledge of a violation of this Agreement by Business Associate, AHP may in its discretion:

21.1.1 Provide an opportunity for Business Associate to cure the violation and terminate this Agreement if Business Associate does not do so within the time specified by DHCS; or

21.1.2 Terminate this Agreement if Business Associate has violated a material term of this Agreement.

21.2 Judicial or Administrative Proceedings. AHP may terminate this Agreement if Business Associate is found to have violated HIPAA, or stipulates or consents to any such conclusion, in any judicial or administrative proceeding.

22. Miscellaneous Provisions

22.1 Disclaimer. AHP makes no warranty or representation that compliance by Business Associate with this Agreement will satisfy Business Associate's business needs or compliance obligations. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI and other confidential information.

22.2. Amendment.

22.2.1 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.

22.2.2 Failure by Business Associate to take necessary actions required by amendments to this Agreement under Section 22.2.1 shall constitute a material violation of this Agreement.

22.3 Assistance In Litigation or Administrative Proceedings. Business Associate shall make itself and its employees and agents available to AHP at no cost to AHP to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against AHP, DHCS, its directors, officers and/or employees based upon claimed violation of HIPAA, which involve inactions or actions by the Business Associate.

22.4 No Third-Party Beneficiaries. Nothing in this Agreement is intended to or shall confer, upon any third person any rights or remedies whatsoever.

22.5 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.

22.6 **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.

Attachment C
Subcontractor Certification

Subcontractor Certification Clause

CCC 04/2017

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Subcontractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Subcontractor/Bidder Firm Name	Federal ID Number
MARIPOSA COUNTY	94-6000880

By (Authorized Signature)

755159CF0AB

Rosemarie Smallcombe

ZorroSign

Printed Name and Title of Person Signing

ROSEMARIE SMALLCOMBE - CHAIR, BOARD OF SUPERVISORS

Date Executed	Executed inthe County of
06/23/2022	MARIPOSA

SWD

SUBCONTRACTOR CERTIFICATION CLAUSES

PART I - STATEMENT OF COMPLIANCE:

Subcontractor has, unless exempted, complied with the nondiscrimination program requirements. (GC 12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

PART II - DRUG-FREE WORKPLACE REQUIREMENTS:

Subcontractor 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 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 Subcontractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: (1) the Subcontractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (GC 8350 et seq.)

NATIONAL LABOR RELATIONS BOARD CERTIFICATION:

Subcontractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Subcontractor within the immediately preceding two-year period because of Subcontractors failure to comply with an order of a Federal court which orders Subcontractor to comply with an order of the National Labor Relations Board. (PCC 10296) (Not applicable to public entities.)

SUBCONTRACTS FOR LEGAL SERVICES $50,000 OR MORE-PRO BONO REQUIREMENT

Subcontractor hereby certifies that subcontractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1,2003.

Subcontractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the Agreement 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 Agreement period of less than a full year or 10% of its Agreement 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.

EXPATRIATE CORPORATIONS:

Subcontractor 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.

SWEATFREE CODE OF CONDUCT:

a. All Subcontractors 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 Agreement, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the Agreement 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 subcontractor 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 subcontractor agrees to cooperate fully in providing reasonable access to the subcontractor'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 subcontractor's compliance with the requirements under paragraph (a).

DOMESTIC PARTNERS

For agreements of $100,000 or more, Subcontractor certifies that Subcontractor is in compliance with Public Contract Code section 10295.3.

GENDER IDENTITY

For agreements of $100,000 or more, Subcontractor certifies that Subcontractor 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.

CONFLICT OF INTEREST:

Subcontractor needs to be aware of the following provisions regarding current or former state employees. If Subcontractor 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.

a. Current State Employees (PCC 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.

b. Former State Employees (PCC 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 an Agreement 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 Agreement 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 an Agreement 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 Agreement within the 12-month period prior to his or her leaving state service.

If Subcontractor violates any provisions of above paragraphs, such action by Subcontractor shall render this Agreement void. (PCC 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. (PCC 10430(e))

LABOR CODE/WORKERS COMPENSATION:
Subcontractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Subcontractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

AMERICAN WITH DISABLITIES ACT:
Subcontractor 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.)

SUBCONTRACTORS NAME CHANGE:
An amendment is required to change the Subcontractor'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.

CORPORATE QUALIFICATION 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 subcontractor 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 subcontractor 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.

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.

AIR OR WATER POLLUTION VIOLATION:
Under the State laws. the Subcontractor 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.

PAYEE DATA RECORD FORM STD. 204:
This form must be completed by all subcontractors that are not another state agency or other government entity.

1.CALIFORNIA CIVIL RIGHTS LAWS: For Agreement executed or renewed after January 1, 2017, the subcontractor certifies compliance wih the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and

2.EMPLOYER DISCRIMINATION POLICIES For Agreements executed or renewed after January 1, 2017, if a con Subcontractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Subcontractor certifies that such policies are not used in violation of the Unruh Civil Rights Act Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code).

ATTACHMENT D
STATEMENT OF WORK
Statement of Work (SOW)

Agency Name: Mariposa County Behavioral Health and Recovery Services
Implementation SOW Start Date: September 15, 2021
Implementation SOW End Date: June 30, 2025

Item	Billing Code	Description/Deliverable	Amount	Due Date
1.	7460.01-0002 Quarter 1 9/15/21 – 12/31/21	***INFRASTRUCTURE (BHCIP Funds)*** ***Activities/Deliverables that build the CCMU Infrastructure*** **a. Data Collection, Analysis and Quarterly Reporting for CCMU** Hire: • One (1) part time employee working at five percent (5%) time with title of Fiscal Team Analyst • One (1) part time employee working at four percent (4%) time with title of Program Team Analyst • One (1) part time employee working at five percent (5%) with title of Fiscal Analyst • One (1) part time employee working at ten percent (10%) time with title of Fiscal Account Technician	$5,881.86	12/31/21
2.	7460.01-002-0000 Quarter 1 9/15/21 – 12/31/21	***DIRECT SERVICES (CRRSAA Funds)*** ***Deliver Mobile Crisis Response Services through one (1) team*** Hire: • One (1) full time employee with title Psychiatric Registered Nurse (RN) • One (1) full time employee with title Social Work Supervisor II Social Work Supervisor II commences work on development of procedures and policies and training	$1,290.96	12/31/21
3.	7460.01-002 Quarter 2 1/1/22 – 3/31/22	***INFRASTRUCTURE (BHCIP Funds)*** ***Equipment/Property Purchases*** • Six (6) Office 365 licenses @ $1,034.40 each for three months • Six (6) InSync Electronic Health Record Licenses @ $4,327.17 each for three (3) months ***Activities/Deliverables that build the CCMU Infrastructure*** • **Data Collection, Analysis and Quarterly Reporting for CCMU** ($5,881.86) Ongoing salaries for: • Fiscal Team Analyst • Program Team Analyst • Fiscal Analyst • Fiscal Account Technician	$32,169.40 $5,881.86	3/31/22

4.	7460.01-002-0000 Quarter 2 1/1/22 – 3/31/22	***DIRECT SERVICES (CRRSAA Funds)*** **Deliver Mobile Crisis Response Services through one (1) team** Ongoing salaries for: • Psychiatric RN • Social Work Supervisor II Social Work Supervisor II continuess work on development of procedures and policies and training	$1,290.96	3/31/22
5.	7460.01-002 Quarter 3 4/1/22 – 6/30/22	***INFRASTRUCTURE (BHCIP Funds)*** ***Equipment/Property Purchases*** • Six (6) cell phones @ $50.00 each • Six (6) cell phone cases @ $26.24 each • Cell phone service for three (3) months @ $258.46 per month • Cell phone Hexnode access for three (3) months costs @ $16.10 per month • Six (6) laptops @ $1,166.67 each • Laptop Hexnode access for three (3) months @ $16.10 per month • Six (6) laptop bags @ $63.33 each • Four (4) tablets @ $500.00 each • Four (4) tablet cases @ $50.00 each • Tablet cell service for three (3) months @ $172.04 per month • Taxes/fees for laptops/phones/tablets @ $2,550.00 • One (1) fully equipped van w/medical capabilities @ $100,000.00 • One (1) fully equipped Tahoe @ $79,000.00 ***Activities/Deliverables that build the CCMU Infrastructure*** a. **Data Collection, Analysis and Quarterly Reporting for CCMU** ($5,881.86) Ongoing salaries for: • Fiscal Team Analyst • Program Team Analyst • Fiscal Analyst • Fiscal Account Technician	$192,976.32 $5,881.86	6/30/22
6.	7460.01-002-0000 Quarter 3 4/1/22 – 6/30/22	***DIRECT SERVICES (CRRSAA Funds)*** ***Deliver Mobile Crisis Response Services through one (1) team*** Ongoing salaries for: • Psychiatric RN • Social Work Supervisor II Provide services of Psychiatric RN and Social Work Supervisor II for CCMU Team	$30,604.52	6/30/22
			Year 1 Totals	**$275,977.74**
7.	7460.01-0002 Quarter 4	***INFRASTRUCTURE (BHCIP Funds)*** ***Equipment/Property Purchases*** • Cell phone service for three (3) months @ $258.46 per	$1,388.90	9/30/22

	7/1/22 – 9/30/22	month • Cell phone with Hexnode access for three (3) months costs, 3 months @ $16.10 per month • Laptop with Hexnode access for three (3) months @ $16.10 per month • Tablet cell service for three (3) months @ $172.04 per month ***Activities/Deliverables that build the CCMU Infrastructure*** • **Data Collection, Analysis and Quarterly Reporting for CCMU** ($5,881.86) Ongoing salaries for: • Fiscal Team Analyst • Program Team Analyst • Fiscal Analyst • Fiscal Account Technician	$5,881.86	
8.	7460.01-002-0000 Quarter 4 7/1/22 – 9/30/22	***DIRECT SERVICES (CRRSAA Funds)*** **Deliver Mobile Crisis Response Services through one (1) team** Ongoing salaries for: • Psychiatric RN • Social Work Supervisor II Provide services of Psychiatric RN and Social Work Supervisor II for CCMU Team.	$30,604.52	9/30/22
9.	7460.01-0002 Quarter 5 10/1/22 – 12/31/22	***INFRASTRUCTURE (BHCIP Funds)*** ***Equipment/Property Purchases*** • Cell phone service for three (3) months @ $258.46 per month • Cell phone with Hexnode access for three (3) months costs @ $16.10 per month • Laptop with Hexnode access for three (3) months @ $16.10 per month • Tablet cell service for three (3) months @ $172.04 per month • Installation of mobile internet/cell phone connectivity in vehicles @ $10,000.00 • Installation of connectivity upgrades @ $10,000.00 • Car cell service for three (3) months @ $581.82 per month • Automatic vehicle location (AVL) tracking for three (3) months @ $174.55 per month ***Activities/Deliverables that build the CCMU Infrastructure*** **a. Data Collection, Analysis and Quarterly Reporting for CCMU** ($5,881.86) Ongoing salaries for: • Fiscal Team Analyst • Program Team Analyst • Fiscal Analyst • Fiscal Account Technician	$23,657.99 $5,881.86	12/31/22

10.	7460.01-002-0000 Quarter 5 10/1/22 – 12/31/22	***DIRECT SERVICES (CRRSAA Funds)*** **Deliver Mobile Crisis Response Services through one (1) team** Ongoing salaries for: • Psychiatric RN • Social Work Supervisor II Provide services of psychiatric RN and Social Work Supervisor II for CCMU Team.	$30,604.52	12/31/22
11.	7460.01-0002 Quarter 6 1/1/23 – 3/31/23	***INFRASTRUCTURE (BHCIP Funds)*** ***Equipment/Property Purchases*** • Cell phone service for three (3) months @ $258.46 per month • Cell phone with Hexnode access for three (3) months costs, 3 months @ $16.10 per month • Laptop with Hexnode access for three (3) months @ $16.10 per month • Tablet cell service for three (3) months @ $172.04 per month • Car cell service for three (3) months @ $581.82 per month • AVL tracking for three (3) months @ $174.55 per month ***Activities/Deliverables that build the CCMU Infrastructure*** a. **Data Collection, Analysis and Quarterly Reporting for CCMU** ($5,881.86) Ongoing salaries for: • Fiscal Team Analyst • Program Team Analyst • Fiscal Analyst • Fiscal Account Technician	$3,657.99 $5,881.86	3/31/23
12.	7460.01-002-0000 Quarter 6 (Partial) 1/1/23 – 2/14/23	***DIRECT SERVICES (CRRSAA Funds)*** ***Deliver Mobile Crisis Response Services through one (1) team*** Ongoing salaries for: • Psychiatric RN • Social Work Supervisor II Provide services of psychiatric RN and Social Work Supervisor II for CCMU Team.	$30,604.52	2/14/23 (Partial Quarter)

13.	7460.01-0002 Quarter 7 4/1/23 – 6/30/23	***INFRASTRUCTURE (BHCIP Funds)*** ***Equipment/Property Purchases*** • Cell phone with Hexnode access for three (3) months @ $16.10 per month • Laptop with Hexnode access for three (3) months @ $16.10 per month • Tablet cell service for three (3) months @ $172.04 per month • Car cell service for three (3) months @ $581.82 per month • AVL tracking for three (3) months @ $174.55 per month ***Activities/Deliverables that build the CCMU Infrastructure*** **a. Data Collection, Analysis and Quarterly Reporting for CCMU** ($5,881.86) Ongoing salaries for: • Fiscal Team Analyst • Program Team Analyst • Fiscal Analyst • Fiscal Account Technician	$3,657.99 $5,881.86	6/30/23
			Year 2 Totals	**$147,703.87**
14.	7460.01-0002 Quarter 8 7/1/23 – 9/30/23	***INFRASTRUCTURE (BHCIP Funds)*** ***Equipment/Property Purchases*** • Cell phone with Hexnode access for three (3) months @ $16.10 per month • Laptop with Hexnode access for three (3) months @ $16.10 per month • Tablet cell service for three (3) months @ $172.04 per month • Car cell service for three (3) months @ $581.82 per month • AVL tracking for three (3) months @ $174.55 per month ***Activities/Deliverables that build the CCMU Infrastructure*** **a. Data Collection, Analysis and Quarterly Reporting for CCMU** ($5,881.86) Ongoing salaries for: • Fiscal Team Analyst • Program Team Analyst • Fiscal Analyst • Fiscal Account Technician	$3,657.99 $5,881.86	9/30/23
15.	7460.01-0002 Quarter 9 10/1/23 – 12/31/23	***INFRASTRUCTURE (BHCIP Funds)*** ***Equipment/Property Purchases:*** • Cell phone with Hexnode access for three (3) months @ $16.10 per month • Laptop with Hexnode access for three (3) months @ $16.10 per month • Tablet cell service for three (3) months @ $172.04 per month • Car cell service for three (3) months @ $581.82 per month	$3,657.99	12/31/23

		• AVL tracking for three (3) months @ $174.55 per month ***Activities/Deliverables that build the CCMU Infrastructure*** **a. Data Collection, Analysis and Quarterly Reporting for CCMU** ($5,881.86) Ongoing salaries for: • Fiscal Team Analyst • Program Team Analyst • Fiscal Analyst • Fiscal Account Technician	$5,881.86	
16.	7460.01-002 Quarter 10 1/1/24 – 3/31/24	***INFRASTRUCTURE (BHCIP Funds)*** ***Equipment/Property Purchases*** • Cell phone with Hexnode access for three (3) months @ $16.10 per month • Laptop with Hexnode access for three (3) months @ $16.10 per month • Tablet cell service for three (3) months @ $172.04 per month • Car cell service for three (3) months @ $581.82 per month • AVL tracking for three (3) months @ $174.55 per month ***Activities/Deliverables that build the CCMU Infrastructure*** **a. Data Collection, Analysis and Quarterly Reporting for CCMU** ($5,881.86) Ongoing salaries for: • Fiscal Team Analyst • Program Team Analyst • Fiscal Analyst • Fiscal Account Technician	$3,657.99 $5,881.86	3/31/24
17.	7460.01-0002 Quarter 11 4/1/24 – 6/30/24	***INFRASTRUCTURE (BHCIP Funds)*** ***Equipment/Property Purchases*** • Cell phone with Hexnode access for three (3) months @ $16.10 per month • Laptop with Hexnode access for three (3) months @ $16.10 per month • Tablet cell service for three (3) months @ $172.04 per month • Car cell service for three (3) months @ $581.82 per month • AVL tracking for three (3) months @ $174.55 per month ***Activities/Deliverables that build the CCMU Infrastructure*** **a. Data Collection, Analysis and Quarterly Reporting for CCMU** ($5,881.86) Ongoing salaries for: • Fiscal Team Analyst • Program Team Analyst • Fiscal Analyst • Fiscal Account Technician	$3,657.99 $5,881.86	6/30/24

		Year 3 Totals $38,159.40		
18.	7460.01-0002 Quarter 12 7/1/24 – 9/30/24	***INFRASTRUCTURE (BHCIP Funds)*** ***Equipment/Property Purchases*** • Cell phone with Hexnode access for three (3) months @ $16.10 per month • Laptop with Hexnode access for three (3) months @ $16.10 per month • Tablet cell service fpr three (3) months @ $172.04 per month • Car cell service for three (3) months @ $581.82 per month • AVL tracking for three (3) months @ $174.55 per month ***Activities/Deliverables that build the CCMU Infrastructure*** **a. Data Collection, Analysis and Quarterly Reporting for CCMU** ($5,881.86) Ongoing salaries for: • Fiscal Team Analyst • Program Team Analyst • Fiscal Analyst • Fiscal Account Technician	$3,657.99 $5,881.86	9/30/24
19.	7460.01-0002 Quarter 13 10/1/24 – 12/31/24	***INFRASTRUCTURE (BHCIP Funds)*** ***Equipment/Property Purchases*** • Cell phone with Hexnode access for three (3) months @ $16.10 per month • Laptop with Hexnode access for three (3) months @ $16.10 per month • Tablet cell service for three (3) months @ $172.04 per month • Car cell service for three (3) months @ $581.82 per month • AVL tracking for three (3) months @ $174.55 per month ***Activities/Deliverables that build the CCMU Infrastructure*** **a. Data Collection, Analysis and Quarterly Reporting for CCMU** ($5,881.86) Ongoing salaries for: • Fiscal Team Analyst • Program Team Analyst • Fiscal Analyst • Fiscal Account Technician	$3,657.99 $5,881.86	12/31/24
20.	7460.01-0002 Quarter 14 1/1/25 – 3/31/25	***INFRASTRUCTURE (BHCIP Funds)*** ***Equipment/Property Purchases*** • Cell phone with Hexnode access for three (3) months @ $16.10 per month • Laptop with Hexnode access for three (3) months @ $16.10 per month • Tablet cell service for three (3) months @ $172.04 per month • Car cell service for three (3) months @ $581.82 per month	$3,657.99	3/31/25

		• AVL tracking fpr three (3) months @ $174.55 per month ***Activities/Deliverables that build the CCMU Infrastructure*** **a. Data Collection, Analysis and Quarterly Reporting for CCMU** ($5,881.86) Ongoing salaries for: • Fiscal Team Analyst • Program Team Analyst • Fiscal Analyst • Fiscal Account Technician	$5,881.86	
21.	7460.01-0002 Quarter 15 4/1/25 – 6/30/25	***INFRASTRUCTURE (BHCIP Funds)*** ***Equipment/Property Purchases*** • Cell phone with Hexnode access for three (3) months @ $16.10 per month • Laptop with Hexnode access for three (3) months @ $16.10 per month • Tablet cell service for three (3) months @ $172.04 per month • Car cell service for three (3) months @ $581.82 per month • AVL tracking for three (3) months @ $174.55 per month ***Activities/Deliverables that build the CCMU Infrastructure*** **a. Data Collection, Analysis and Quarterly Reporting for CCMU for CCMU** ($5,881.86) Ongoing salaries for: • Fiscal Team Analyst • Program Team Analyst • Fiscal Analyst • Fiscal Account Technician	$3,657.99 $5,881.45	6/30/25
Year 4 Total			**$38,158.99**	
CONTRACT TOTAL			**$500,000.00**	

ATTACHMENT E
PAYMENT SCHEDULE
Mariposa County

Description	Invoice Description	Amount Estimated
Equipment	Upon Completion of purchase with receipt for goods/equipment	$32,169.40 $192,976.32 $1,388.90 $23,657.99 $3,657.99 $3,657.99 $3,657.99 $3,657.99 $3,657.99 $3,657.99 $3,657.99 $3,657.99 $3,657.99 $3,657.99 $3,657.99
Total Equipment		**$ 286,772.51**

Quarter #/Date Range	Invoice Description	Amount of Invoice
Quarter 1: **9/15/21 – 12/31/21**	Progress Report detailing progress made towards Deliverable 1	$ 5,881.86
Quarter 1: **9/15/21 – 12/31/21**	Progress Report detailing progress made towards Deliverable 2 (CRRSAA funds)	$ 1,290.96
Quarter 2: **1/1/22 – 3/31/22**	Progress Report detailing progress made towards Deliverable 3	$ 5,881.86
Quarter 2: **1/1/22 – 3/31/22**	Progress Report detailing progress made towards Deliverable 4 (CRRSAA funds)	$ 1,290.96
Quarter 3: **4/1/22 – 6/30/22**	Progress Report detailing progress made towards Deliverable 5	$ 5,881.86
Quarter 3: **4/1/22 – 6/30/22**	Progress Report detailing progress made towards Deliverable 6 (CRRSAA funds)	$ 30,604.52
Quarter 4: **7/1/22 – 9/30/22**	Progress Report detailing progress made towards Deliverable 7	$ 5,881.86
Quarter 4: **7/1/22 – 9/30/22**	Progress Report detailing progress made towards Deliverable 8 (CRRSAA funds)	$ 30,604.52
Quarter 5: **10/1/22 – 12/31/22**	Progress Report detailing progress made towards Deliverable 9	$ 5,881.86
Quarter 5: **10/1/22 – 12/31/22**	Progress Report detailing progress made towards Deliverable 10 (CRRSAA funds)	$ 30,604.52
Quarter 6: **1/1/23 – 3/31/23**	Progress Report detailing progress made towards Deliverable 11	$ 5,881.86

Quarter6(Partial): **1/1/23 – 2/14/23**	Progress Report detailing progress made towards Deliverable 12 (CRRSAA funds)	$ 30,604.52
Quarter 7: **4/1/23 – 6/30/23**	Progress Report detailing progress made towards Deliverable 13	$ 5,881.86
Quarter 8: **7/1/23 – 9/30/23**	Progress Report detailing progress made towards Deliverable 14	$ 5,881.86
Quarter 9: **10/1/23 – 12/31/23**	Progress Report detailing progress made towards Deliverable 15	$ 5,881.86
Quarter 10: **1/1/24 – 3/31/24**	Progress Report detailing progress made towards Deliverable 16	$ 5,881.86
Quarter 11: **4/1/24 – 6/30/24**	Progress Report detailing progress made towards Deliverable 17	$ 5,881.86
Quarter 12: **7/1/24 – 9/30/24**	Progress Report detailing progress made towards Deliverable 18	$ 5,881.86
Quarter 13: **10/1/24 – 12/31/24**	Progress Report detailing progress made towards Deliverable 19	$ 5,881.86
Quarter 14: **1/1/25 – 3/31/25**	Progress Report detailing progress made towards Deliverable 20	$ 5,881.86
Quarter 15: **4/1/25-6/30/25**	Progress Report detailing progress made towards Deliverable 21	$ 5,881.45
Total Deliverables and Other Directs		**$ 213,227.49**
Total Deliverables, Other Direct and Equipment		**$ 500,000.00**

Modification #1 to Subcontract Agreement

Subcontract ID:	7460-CA MOBILE CRISIS-MARIPOSA-01
Subcontract Effective Date:	As of September 1, 2021
Extension/ Modification Date:	Effective as of June 1, 2022
Subcontractor:	**MARIPOSA COUNTY** **ATTN: Rosemarie Smallcombe, Chair of the Board** 5362 Lemee Lane, Mariposa, CA 95338 Phone: 209-966-3222 Email address: msmallcombe@mariposacounty.org
Contract ID:	**Client: California Department of Health Care ServicesAgreement No.: 21-10349** **Contract Title:** *"Behavioral Health Mobile Crisis and Non-crisis Services (Mobile Crisis)"*
AHP Staff Contact(s):	**AHP Project Director:** Monica Reeves 131 N. El Molino, Suite 380 Pasadena, CA 91101 Tel: 978-261-1483 (o)/ mreeves@ahpnet.com

Recitals:

WHEREAS, the parties wish to make certain written changes to the above Subcontract Agreement,

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth, the Agreement is modified as follows:

****

1. The Business Associate Agreement("BAA") attached hereto as Exhibit 1 and incorporated herein shall replace any previous BAA(s) executed between the parties.

2. Consideration has been increased by Five Hundred Thousand Dollars ($500,000.00). The total Subcontract value is increased to One Million Dollars ($1,000,000.00).

3. The Statement of Work & Payment Schedule shall reflect the increased consideration and additional deliverables.

Advocates for Human Potential, Inc. ❖ 490-B Boston Post Road, Sudbury, MA 01776 ❖ (978) 443-0055

4. Provisions 3(c), 3(d), 4(g), 5(a), 15, and 21 of Attachment B Special Subcontract Requirements are hereby stricken and shall no longer apply.

5. Facsimile/electronic/scanned signatures are acceptable and effective for purposes of this Extension/ Modification as though an original inked signature.

6. All other terms and conditions of the Subcontract Agreement remain in effect.

THIS MODIFICATION CONSISTS OF **TWO (2)** TYPEWRITTEN PAGE(S), TOGETHER WITH THE FOLLOWING DOCUMENTS INCORPORATED HEREIN:

☒	ATTACHMENT D	STATEMENT OF WORK
☒	ATTACHMENT E	PAYMENT SCHEDULE
☒	EXHIBIT 1	REPLACEMENT BAA

IN WITNESS THEREOF, the parties have executed this Modification as of the day and year last written below.

ADVOCATES FOR HUMAN POTENTIAL, INC.	**MARIPOSA COUNTY**
Signature: 755159CF0E5 ZorroSign	*Signature:* 755159CF095 Rosemarie Smallcombe ZorroSign
Name: **CHARLES GALLAND**	*Printed Name:* ROSEMARIE SMALLCOMBE
Title: **CHIEF OPERATING OFFICER**	*Title:* CHAIR, BOARD OF SUPERVISORS
Date: 06/24/2022	*Date:* 06/23/2022

SWD

Advocates for Human Potential, Inc. ❖ 490-B Boston Post Road, Sudbury, MA 01776 ❖ (978) 443-0055

ATTACHMENT D
Crisis Care Mobile Units (CCMU) Implementation Grant
Proposed Statement of Work (SOW) 2
Agency Name: County of Mariposa
Implementation SOW Start Date: April 15, 2022
Implementation SOW End Date: February 14, 2023

Item	Billing Code	Description/Deliverable	Amount	Due Date
1.	7460.01-002-0001 Quarter 3 4/15/2022 – 6/30/2022	***DIRECT SERVICES*** ***Deliver Mobile Crisis Response Services*** **Other Direct Services** ***FTEs ($115,997.55)*** - Assign one (1) full time employee (Mental Health Assistant II) - Assign one (1) full time employee (Mental Health Assistant III) - Assign one (1) part time employee (66.7%) (Licensed Clinician) - Assign one (1) full time employee (Public Health Nurse Manager) - Assign one (1) part time employee (90%) (Social Work Supervisor II) - Assign one (1) part time employee (10%) (Deputy Director Behavioral Health) - Assign one (1) part time employee (10%) (Deputy Director Public Health) - Assign one (1) part time employee (2%) (QA Admin. Analyst) - Assign one (1) part time employee (5%) (Staff Analyst) - Assign one (1) part time employee (3%) (Sr. Admin. Analyst) - Assign one (1) part time employee (5%) (Admin. Analyst) - Assign one (1) part time employee (5%) (Account Technician) **Supplies ($9,002.45)** - Facility & Operating expense 4/15/2022-6/30/2022	$125,000.00	6/30/22
		Total Year 1 Additional CRRSAA Funds	**$125,000.00**	
2.	7460.01-002-0001 Quarter 4 7/1/22 – 9/30/22	***DIRECT SERVICES*** ***Deliver Mobile Crisis Response Services*** **Other Direct Services** ***FTEs ($139,197.06)*** - Ongoing salary for Mental Health Assistant II - Ongoing salary for Mental Health Assistant III - Ongoing salary for (66.7%) (Licensed Clinician)	$150,000.00	9/30/22

		- Ongoing salary for (Public Health Nurse Manager) - Ongoing salary for (90%) (Social Work Supervisor II) - Ongoing salary for (10%) (Deputy Director Behavioral Health) - Ongoing salary for (10%) (Deputy Director Public Health) - Ongoing salary for (2%) (QA Admin. Analyst) - Ongoing salary for (5%) (Staff Analyst) - Ongoing salary for (3%) (Sr. Admin. Analyst) - Ongoing salary for (5%) (Admin. Analyst) - Ongoing salary for (5%) (Account Technician) **Supplies ($10,802.94)** - Facility & Operating expense 7/1/2022-9/30/2022,		
3.	7460.01-002-0001 Quarter 5 10/1/22 – 12/31/22	***DIRECT SERVICES*** ***Deliver Mobile Crisis Response Services*** **Other Direct Services** ***FTEs ($139,197.06)*** - Ongoing salary for (Mental Health Assistant II) - Ongoing salary for (Mental Health Assistant III) - Ongoing salary for (66.7%) (Licensed Clinician) - Ongoing salary for (Public Health Nurse Manager) - Ongoing salary for (90%) (Social Work Supervisor II) - Ongoing salary for (10%) (Deputy Director Behavioral Health) - Ongoing salary for (10%) (Deputy Director Public Health) - Ongoing salary for (2%) (QA Admin. Analyst) - Ongoing salary for (5%) (Staff Analyst) - Ongoing salary for (3%) (Sr. Admin. Analyst) - Ongoing salary for (5%) (Admin. Analyst) - Ongoing salary for (5%) (Account Technician) **Supplies ($10,802.94)** - Facility & Operating expense 10/1/2022-12/31/2022.	$150,000.00	12/31/22

4.	7460.01-002-0001 Quarter 6 1/1/23 – 2/14/23 (Partial Quarter)	***DIRECT SERVICES*** ***Deliver Mobile Crisis Response Services*** **Other Direct Services** ***FTEs ($69,598.53)*** - Ongoing salary (Mental Health Assistant II) - Ongoing salary (Mental Health Assistant III) - Ongoing salary (66.7%) (Licensed Clinician) - Ongoing salary (Public Health Nurse Manager) - Ongoing salary (90%) (Social Work Supervisor II) - Ongoing salary (10%) (Deputy Director Behavioral Health) - Ongoing salary (10%) (Deputy Director Public Health) - Ongoing salary (2%) (QA Admin. Analyst) - Ongoing salary (5%) (Staff Analyst) - Ongoing salary (3%) (Sr. Admin. Analyst) - Ongoing salary (5%) (Admin. Analyst) - Ongoing salary (5%) (Account Technician) **Supplies ($5,401.47)** - Facility & Operating expense 1/1/2022-2/14/2023.	$75,000.00	2/14/23
		Total Year 2 Additional CRRSAA Funds	**$375,000.00**	
		CONTRACT MODIFICATION TOTAL:	**$500,000.00**	
		CONTRACT TOTAL:	**$1,000,000.00**	

ATTACHMENT E
PAYMENT SCHEDULE
SUBCONTRACTOR FUNDING/BUDGET
COUNTY OF MARIPOSA

Quarter #/Date Range	Invoice Description	Amount of Invoice
Quarter 3: **04/15/22 – 6/30/22**	Progress Report detailing progress made towards Deliverable 1	$125,000.00
Quarter 4: **07/01/22 – 9/30/22**	Progress Report detailing progress made towards Deliverable 2	$150,000.00
Quarter 5: **10/01/22 – 12/31/22**	Progress Report detailing progress made towards Deliverable 3	$150,000.00
Quarter 6: **1/1/23 – 2/14/23**	Progress Report detailing progress made towards Deliverable 4	$75,000.00
Total Deliverables and Other Directs		**$500,000.00**

EXHIBIT 1
Business Associate Agreement ("BAA") Addendum

1. This Agreement has been determined to constitute a business associate relationship under the Health Insurance Portability and Accountability Act (HIPAA) and its implementing privacy and security regulations at 45 Code of Federal Regulations, Parts 160 and 164 (collectively, and as used in this Agreement).

2. The term "Agreement" as used in this document refers to and includes both this BAA Addendum and the contract to which this BAA is attached as an addendum/exhibit, if any.

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. **Subcontractor, the Covered Entity**, understands that **Business Associate (ADVOCATES FOR HUMAN POTENTIAL, "AHP")** may create, receive, maintain, transmit to the California Department of Health Care Services (DHCS) 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 (IPA) at California Civil Code section 1798.3(a). PHI includes information in any form, including paper, oral, and electronic.

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. Business Associate is acting on DHCS's behalf and 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 Business Associate's obligations under this Agreement. Business Associate and Subcontractor are each a party to this Agreement and are collectively referred to as the "parties."

6. The terms used in this Agreement, but not otherwise defined, shall have the same meanings as those terms in HIPAA and/or the IPA. 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 Business Associate.** Except as otherwise indicated in this Agreement, Business Associate 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 Covered Entity, provided that such use or disclosure would not violate HIPAA or other applicable laws if done by Business Associate.

7.1 **Specific Use and Disclosure Provisions.** Except as otherwise indicated in this Agreement, Business Associate may use and disclose PHI if necessary for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate. Business Associate may disclose PHI for this purpose if the disclosure is required by law, or the Business Associate 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. The person shall notify the Business Associate of any instances of which the person is aware that the confidentiality of the information has been breached, unless such person is a treatment provider not acting as

a business associate of Business Associate.

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, Business Associate 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 18 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 Substance Use Disorder Patient Records, 42 CFR Part 2, Welfare and Institutions Code section 5328, and California Health and Safety Code section 11845.5.

8.3 If Business Associate is a Qualified Service Organization (QSO) as defined in 42 CFR section 2.11, Business Associate 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 Business Associate.

9.1 Nondisclosure. Business Associate 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 Business Associate 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 PHI, 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 Business Associate shall, at a minimum, utilize an industry-recognized security framework when selecting and implementing its security controls, and shall maintain continuous compliance with its selected framework as it may be updated from time to time. Examples of industry-recognized security frameworks include but are not limited to:

9.2.2.1 NIST SP 800-53 - National Institute of Standards and Technology Special Publication 800-53

9.2.2.2 FedRAMP - Federal Risk and Authorization Management Program

9.2.2.3 PCI - PCI Security Standards Council

9.2.2.4 ISO/ESC 27002 - International Organization for Standardization/International Electrotechnical Commission standard 27002

9.2.2.5 IRS PUB 1075 - Internal Revenue Service Publication 1075

9.2.2.6 HITRUST CSF - HITRUST Common Security Framework

9.2.3 Business Associate shall employ FIPS 140-2 compliant encryption of PHI at rest and in motion unless Business Associate 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. In addition, Business Associate shall maintain, at a minimum, the most current industry standards for transmission and storage of PHI and other confidential information.

9.2.4 Business Associate 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.

9.3. Business Associate's Agent. Business Associate shall ensure that any agents, subcontractors, subawardees, vendors or others (collectively, "agents") that use or disclose PHI and/or confidential information on behalf of Business Associate agree to the same restrictions and conditions that apply to Business Associate with respect to such PHI and/or confidential information.

10. Mitigation of Harmful Effects. Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI and other confidential information in violation of the requirements of this Agreement.

11. Access to PHI. Business Associate shall make PHI available in accordance with 45 CFR section 164.524.

12. Amendment of PHI. Business Associate shall make PHI available for amendment and incorporate any amendments to PHI in accordance with 45 CFR section 164.526.

13. Accounting for Disclosures. Business Associate 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 Business Associate is to carry out an obligation under 45 CFR Part 164, Subpart E, Business Associate shall comply with the requirements of the subpart that apply in the performance of such obligation.

15. Access to Practices, Books and Records. Business Associate shall make its internal practices, books, and records relating to the use and disclosure of PHI on behalf of Covered Entity available to Covered Entity upon reasonable request, and to the federal Secretary of Health and Human Services for purposes of determining compliance with 45 CFR Part 164, Subpart E.

16. Return or Destroy PHI on Termination; Survival. At termination of this Agreement, if feasible, Business Associate shall return or destroy all PHI and other confidential information received from, or created or received by Business Associate on behalf of, Covered Entity that Business Associate still maintains in any form and retain no copies of such information. If return or destruction is not feasible, Business Associate shall notify Covered Entity of the conditions that make the return or destruction infeasible and Business Associate and Covered Entity shall determine the terms and conditions under which Business Associate may retain the PHI. If such return or destruction is not feasible, Business Associate 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. Special Provision for SSA Data. If Business Associate receives data from or on behalf of Covered Entity that was verified by or provided by the Social Security Administration (SSA data) and is

subject to an agreement between Covered Entity, Business Associate shall provide, upon request by Covered Entity, a list of all employees and agents who have access to such data.

18. Breaches and Security Incidents. Business Associate shall implement reasonable systems for the discovery and prompt reporting of any breach or security incident, and take the following steps:

18.1 Notice to Covered Entity.

18.1.1 Business Associate shall notify Covered Entity immediately upon the discovery of a suspected breach or security incident that involves SSA data. This notification will be provided by email upon discovery of the breach. If Business Associate is unable to provide notification by email, then Business Associate shall provide notice by telephone to Covered Entity.

18.1.2 Business Associate shall notify Covered Entity within 24 hours by email (or by telephone if Business Associate is unable to email Covered Entity) of the discovery of the following, unless attributable to a treatment provider that is not acting as a business associate of Business Associate:

18.1.2.1 Unsecured PHI if the PHI is reasonably believed to have been accessed or acquired by an unauthorized person;

18.1.2.2 Any suspected security incident that risks unauthorized access to PHI and/or other confidential information;

18.1.2.3 Any intrusion or unauthorized access, use or disclosure of PHI in violation of this Agreement; or

18.1.2.4 Potential loss of confidential information affecting this Agreement.

Upon discovery of a breach or suspected security incident, intrusion or unauthorized access, use or disclosure of PHI, Business Associate shall take:

18.1.3 Prompt action to mitigate any risks or damages involved with the security incident or breach; and

18.1.4 Any action pertaining to such unauthorized disclosure required by applicable federal and state law.

18.2 Investigation. Business Associate shall immediately investigate such security incident or confidential breach.

18.3 Complete Report. Business Associate shall provide a complete report of the investigation to Covered Entity 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 Covered Entity requests information in addition to that requested through the PIR form, Business Associate shall make reasonable efforts to provide Covered Entity with such information. A "Supplemental PIR" may be used to submit revised or additional information after the Final PIR is submitted. Covered Entity will review and approve or disapprove Business Associate'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 Business Associate's corrective action plan.

18.3.1 If Business Associate does not complete a Final PIR within the ten (10) working day timeframe, Business Associate shall request approval from Covered Entity within the ten (10) working day timeframe of a new submission timeframe for the Final PIR.

18.4 Notification of Individuals. If the cause of a breach is attributable to Business Associate or its agents, other than when attributable to a treatment provider that is not acting as a business associate of Business Associate, Business Associate shall notify individuals accordingly and shall pay all costs of such notifications, as well as 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 DHCS's review and approval must be obtained before the notifications are made.

18.5 Responsibility for Reporting of Breaches to Entities Other than Covered Entity. If the cause of a breach of PHI is attributable to Business Associate or its agents, other than when attributable to a treatment provider that is not acting as a business associate of Business Associate, Business Associate is responsible for all required reporting of the breach as required by applicable federal and state law.

19. Responsibility of Covered Entity. Covered Entity agrees to not request the Business Associate to use or disclose PHI in any manner that would not be permissible under HIPAA and/or other applicable federal and/or state law.

20. Audits, Inspection and Enforcement.

20.1 If Business Associate 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, Business Associate shall promptly notify Covered Entity unless it is legally prohibited from doing so.

21. Termination.

21.1 Termination for Cause. Upon Covered Entity's knowledge of a violation of this Agreement by Business Associate, Covered Entity may in its discretion:

21.1.1 Provide an opportunity for Business Associate to cure the violation and terminate this Agreement if Business Associate does not do so within the time specified by Covered Entity; or

21.1.2 Terminate this Agreement if Business Associate has violated a material term of this Agreement.

21.2 Judicial or Administrative Proceedings. Covered Entity may terminate this Agreement if Business Associate is found to have violated HIPAA, or stipulates or consents to any such conclusion, in any judicial or administrative proceeding.

22. Miscellaneous Provisions.

22.1 Disclaimer. Covered Entity makes no warranty or representation that compliance by Business Associate with this Agreement will satisfy Business Associate's business needs or compliance obligations. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI and other confidential information.

22.2 Amendment.

22.2.1 Any provision of this Agreement that 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.

22.2.2 Failure by Business Associate to take necessary actions required by amendments to this Agreement under Section 22.2.1 shall constitute a material violation of this Agreement.

22.3 Assistance in Litigation or Administrative Proceedings. Business Associate shall make itself and its employees and agents available to Covered Entity at no cost to Covered Entity to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against Covered Entity, its directors, officers and/or employees based upon claimed violation of HIPAA that involves inactions or actions by the Business Associate.

22.4 No Third-Party Beneficiaries. Nothing in this Agreement is intended to or shall confer upon any third person any rights or remedies whatsoever.

22.5 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.

22.6 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.

Advocates for Human Potential, Inc. ❖ 490-B Boston Post Road, Sudbury, MA 01776❖ (978) 443-0055

Modification #4 to Subcontract Agreement

Subcontract ID:	7460-CA MOBILE CRISIS (CCMU-IMPL)-MARIPOSA-01G
Subcontract Effective Date:	As of September 1, 2021
Extension/ Modification Date:	Effective as of January 27, 2023
Subcontractor:	**MARIPOSA COUNTY ("MARIPOSA")** **ATTN: Kristina Allen, Deputy Director** 5362 Lemee Lane, Mariposa, CA 95338 Phone: (209) 966-3222 Email address: Kallen@mariposacounty.org; rridenhour@mariposacounty.org
Contract ID:	**Client: California Department of Health Care Services** **Agreement No.: 21-10349** **Contract Title:** *"Behavioral Health Mobile Crisis and Non-crisis Services (Mobile Crisis)"*
AHP Staff Contact(s):	**AHP Project Director:** Monica Reeves Tel: (978) 261-1483 (o)/ mreeves@ahpnet.com

Recitals:

WHEREAS, the parties wish to make certain written changes to this Subcontract Agreement: 7460-CA MOBILE CRISIS-MARIPOSA-01G, and

WHEREAS, Modification #1 to this Subcontract was intended to be signed, and the provisions and funding thereunder have been acted upon by the parties in good faith, but the Modification may not have been formally executed,

WHEREAS, the parties further desire to summarize the complete Statement of Work and Payment Schedule to reflect all deliverables, equipment, and funding under this Subcontract,

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth, the Agreement is modified as follows:

****

1. The Subcontract ID going forward shall be designated as "7460-CA MOBILE CRISIS (CCMU-IMPL)-MARIPOSA-01G."

2. The provisions of Modification #1 (attached) are incorporated herein, and the parties now ratify Modification #1 by their signatures to this Modification #4.

3. CRRSAA funding awarded in the following Quarters is reduced by $375,318.62:
   a. Q3 deliverables reduced by $107,434.88
   b. Q4 deliverables reduced by $120,666.11
   c. Q5 deliverables reduced by $120,666.11

d. Q6 deliverables reduced by $26,551.52

4. Quarter 7 has been changed:
   a. CRRSAA deliverables and funding has been added in the amount of $48,448.48;
   b. Equipment funding has been added in the amount of $180,000.00.

5. Q8 deliverables have been added with CRRSAA funding in the amount of $48,448.48.

6. Q9 deliverables have been added with CRRSAA funding in the amount of $48,448.48.

7. Total Consideration under the Subcontract is ***decreased*** by $49,973.18 to **ONE MILLION SIX HUNDRED FORTY-NINE THOUSAND TWO HUNDRED THIRTY-ONE AND 82/100 DOLLARS** ($1,649,231.82).

8. The Period of Performance for this Subcontract is extended to December 31, 2025.

9. The ***Revised*** Statement of Work ("SOW"), attached hereto as Attachment D, covers ***all deliverables*** funded under this Subcontract, and replaces all previous versions.

10. The ***Revised*** Payment Schedule, attached hereto as Attachment E, shall replace all previous Payment Schedule versions.

11. Facsimile/electronic/scanned signatures are acceptable and effective for purposes of this Extension/ Modification as though an original inked signature.

12. All other terms and conditions of the Subcontract Agreement remain in effect.

THIS MODIFICATION CONSISTS OF **TWO (2)** TYPEWRITTEN PAGE(S),
TOGETHER WITH THE FOLLOWING DOCUMENTS INCORPORATED HEREIN:

☒	ATTACHMENT D	***REVISED*** SOW
☒	ATTACHMENT E	***REVISED*** PAYMENT SCHEDULE
☒	MODIFICATION #1	

IN WITNESS THEREOF, the parties have executed this Modification as of the day and year last written below.

ADVOCATES FOR HUMAN POTENTIAL, INC.	**MARIPOSA COUNTY**
Signature:	*Signature:*
Name: **CHARLES GALLAND**	*Printed Name:* **MILES MENETREY**
Title: **CHIEF OPERATING OFFICER**	*Title:* **CHAIR, BOARD OF SUPERVISORS**
Date:	*Date:*

ATTACHMENT D

REVISED STATEMENT OF WORK

Agency Name: County of Mariposa
Implementation SOW Start Date: April 15, 2022
Implementation SOW End Date: June 30, 2025

Item	Billing Code	Description/Deliverable	Amount	Due Date
1.	**7460.01-0002** **Quarter 1** **9/15/21-12/31/21**	***INFRASTRUCTURE (BHCIP Funds)*** ***Activities/Deliverables that build the CCMU Infrastructure*** **a. Data Collection, Analysis and Quarterly Reporting for CCMU** Hire: • One (1) part time employee working at five percent (5%) time with title of Fiscal Team Analyst • One (1) part time employee working at four percent (4%) time with title of Program Team Analyst • One (1) part time employee working at five percent (5%) with title of Fiscal Analyst • One (1) part time employee working at ten percent (10%) time with title of Fiscal Account Technician	$5,881.86	12/31/21
2.	**7460.01-002-0000** **Quarter 1** **9/15/21-12/31/21**	***DIRECT SERVICES (CRRSAA Funds)*** ***Deliver Mobile Crisis Response Services through one (1) team*** Hire: • One (1) full time employee with title Psychiatric Registered Nurse (RN) • One (1) full time employee with title Social Work Supervisor II Social Work Supervisor II commences work on development of procedures and policies and training	$1,290.96	12/31/21
3.	**7460.01-002** **Quarter 2** **1/1/22-3/31/22**	***INFRASTRUCTURE (BHCIP Funds)*** ***Equipment/Property Purchases*** • Six (6) Office 365 licenses @ $1,034.40 each for three months • Six (6) InSync Electronic Health Record Licenses @ $4,327.17 each for three (3) months ***Activities/Deliverables that build the CCMU Infrastructure*** • **Data Collection, Analysis and Quarterly Reporting for CCMU** Ongoing salaries for: • Fiscal Team Analyst • Program Team Analyst • Fiscal Analyst • Fiscal Account Technician	$32,169.40 $5,881.86	3/31/22
4.	**7460.01-002-0000** **Quarter 2** **1/1/22-3/31/22**	***DIRECT SERVICES (CRRSAA Funds)*** **Deliver Mobile Crisis Response Services through one (1) team** Ongoing salaries for: • Psychiatric RN • Social Work Supervisor II Social Work Supervisor II continues work on development of procedures and policies and training.	$1,290.96	3/31/22

5.	**7460.01-002** **Quarter 3** **4/15/22-6/30/22**	***INFRASTRUCTURE (BHCIP Funds*)** **Equipment/Property Purchases** • Six (6) Cell phones @ $50.00 each • Six (6) cell phone cases @ $26.24 each • Cell phone service for three (3) months @ $258.46 per month • Cell phone Hexnode access for three (3) months costs @ $16.10 per month • Six (6) laptops @ $1,166.67 each • Laptop Hexnode access for three (3) months @ $16.10 per month • Six (6) laptop bags @ $63.33 each • Four (4) tablets @ $500.00 each • Four (4) tablet cases @ $50.00 each • Tablet cell service for three (3) months @ $172.04 per month • Taxes/fees for laptops/phones/tablets @ $2,550.00 • One (1) fully equipped Tahoe @ $79,000.00 ***Activities/Deliverables that build the CCMU Infrastructure*** **a. Data Collection, Analysis and Quarterly Reporting for CCMU** Ongoing Salaries for: • Fiscal Team Analyst • Program Team Analyst • Fiscal Analyst • Fiscal Account Technician	**$**192,976.32 $5,881.86	6/30/22
6.	**7460.01-002-0001** **Quarter 3** **4/15/22-6/30/22**	***DIRECT SERVICES (CRRSAA Funds)*** **Deliver Mobile Crisis Response Services through one (1) team** Ongoing salaries for: • Psychiatric RN • Social Work Supervisor II Provide services of Psychiatric RN and Social Work Supervisor II for CCMU Team ***DIRECT SERVICES (Coronavirus Response and Relief Services Appropriation Act)*** **Deliver Mobile Crisis Response Services through 1 Augmented Team** **Other Direct Services** **Draft and circulate RFI/RFQ/RFP documents to CIE software solution providers. Perform needs assessment and and landscape analysis within organization and with community partners. Begin drafting data sharing agreements and MOEs for project partners. Engage** **FTEs** • Assign one (1) part time employee (10%) (Deputy Director Behavioral Health) • Assign one (1) part time employee (15%) (Deputy Director Public Health) • Assign one (1) part time employee (2%) (QA Admin. Analyst) • Assign one (1) part time employee (10%) (Staff Analyst) • Assign one (1) part time employee (5%) (Account Technician) • Salary for one (1) part time employee (50%) Senior Administrative Analyst • Salary for one (1) part time employee (33%) Administrative Analyst. • Salary for one (1) part time employee (10%) Social Worker • Salary for one (1) part time employee (5%) Fiscal Analyst Grant management and administration • Salary for one (1) part time employee (20%) County Legal Counsel • Salary for one (1) part time employee (50%) County IT Department **Supplies** • Facility & Operating expense • Six (6) Microsoft Surface Pro 8 and accessories @ $1,500.00 each. ($9,000.00)	$104,104.64	6/30/22
				Year 1 Totals - $349,477.86

7.	**7460.01-0002** **Quarter 4** **7/1/22-9/30/22**	***INFRASTRUCTURE (BHCIP Funds)*** **Equipment/Property Purchases** • Cell phone service for three (3) months @ $258.46 per month • Cell phone with Hexnode access for three (3) months costs, 3 months @ $16.10 per month • Laptop with Hexnode access for three (3) months @ $16.10 per month • Tablet cell services for three (3) months @ $172.04 per month ***Activities/Deliverables that build the CCMU Infrastructure*** • **Data Collection, Analysis and Quarterly Reporting for CCMU** Ongoing salaries for: • Fiscal Team Analyst • Program Team Analyst • Fiscal Analyst • Fiscal Account Technician	**$**1,388.90 $5,881.86	9/30/22
8.	**7460.01-002-0000** **Quarter 4** **7/1/22-9/30/22**	***DIRECT SERVICES (CRRSAA Funds)*** **Deliver Mobile Crisis Response Services through one (1) team** Ongoing salaries for: • Psychiatric RN • Social Work Supervisor II Provide services of Psychiatric RN and Social Work Supervisor II for CCMU Team. ***DIRECT SERVICES (Coronavirus Response and Relief Services Appropriation Act)*** **Deliver Mobile Crisis Response Services through 1 Augmented Team Other Direct Services** **Complete contract with CIE software solution provider and begin internal implementation with Behavioral Health Software. Begin Development of Data Dashboard. Begin Development of Policy and Procedure documents for support of System and Care.** **FTEs** • Assign one (1) part time employee (10%) (Deputy Director Behavioral Health) • Assign one (1) part time employee (15%) (Deputy Director Public Health) • Assign one (1) part time employee (2%) (QA Admin. Analyst) • Assign one (1) part time employee (10%) (Staff Analyst) • Assign one (1) part time employee (5%) (Account Technician) • Salary for one (1) part time employee (50%) Senior Administrative Analyst • Salary for one (1) part time employee (33%) Administrative Analyst. • Salary for one (1) part time employee (10%) Social Worker • Salary for one (1) part time employee (5%) Fiscal Analyst Grant management and administration • Salary for one (1) part time employee (20%) County Legal Counsel • Salary for one (1) part time employee (15%) Staff Development Coordinator **Supplies** • Facility & Operating expense • Software Solution Program Purchase (Implementation, Software licensing costs, per user costs) ($500,000.00) • Vendor workshops and conferences – attendance for 2 employees ($2,500.00)	**$**613,028.41	9/30/22

9.	**7460.01-0002** **Quarter 5** **10/1/22-12/31/22**	***INFRASTRUCTURE (BHCIP Funds)*** **Equipment/Property Purchases** • Cell phone services for three (3) months @ $258.46 per month • Cell phone with Hexnode access for three (3) months costs @ $16.10 per month • Laptop with Hexnode access for three (3) months @ $16.10 per month • Tablet cell service for three (3) months @ $172.04 per month • Installation of mobile internet/cell phone connectivity in vehicles @ $10,000.00 • Installation of connectivity upgrades @ $10,000.00 • Car cell service for three (3) months @ $581.82 per month • Automatic vehicle location (AVL) tracking for three (3) months @ $174.55 per month ***Activities/Deliverables that build the CCMU Infrastructure*** **a. Data Collection, Analysis and Quarterly Reporting for CCMU** Ongoing salaries for: • Fiscal Team Analyst • Program Team Analyst • Fiscal Analyst • Fiscal Account Technician	**$**23,657.99 $5,881.86	12/31/22
10.	**7460.01-002-0000** **Quarter 5** **10/1/22-12/31/22**	***DIRECT SERVICES (CRRSAA Funds)*** **Deliver Mobile Crisis Response Services through one (1) team** Ongoing salaries for: • Psychiatric RN • Social Work Supervisor II Provide services of psychiatric RN and Social Work Supervisor II for CCMU Team. ***DIRECT SERVICES (Coronavirus Response and Relief Services Appropriation Act)*** **Deliver Mobile Crisis Response Services through 1 Augmented Team Other Direct Services** **Begin Implementation with remaining internal departments (Health Services, Human Services, and Public Health)** **FTEs** • Ongoing salary for (15%) Public Health Nurse Manager/Psych Nurse Practitioner • Ongoing salary for (10%) Deputy Director Behavioral Health • Ongoing salary for (15%) Deputy Director Public Health • Ongoing salary for (2%) QA Admin. Analyst • Ongoing salary for (5%) Staff Analyst • Ongoing salary for (50%) Sr. Admin. Analyst • Ongoing salary for (5%) Account Technician • Salary for one (1) part time employee (33%) Administrative Analyst • Salary for one (1) part time employee (10%) Staff Services Analyst • Salary for one (1) part time employee (10%) Social Worker • Salary for one (1) part time employee (15%) Staff Development Coordinator • Salary for one (1) part time employee (5%) Fiscal Analyst Grant management and administration • Salary for one (1) part time employee (20%) County Legal Counsel **Supplies** • Facility & Operating expense	$105,028.41	12/31/22

11.	**7460.01-0002** **Quarter 6** **1/1/23-3/31/23**	***INFRASTRUCTURE (BHCIP Funds)*** **Equipment/Property Purchases** • Cell phone service for three (3) months @ $258.46 per month • Cell phone with Hexnode access for three (3) months costs, 3 months @ $16.10 per month • Laptop with Hexnode access for three (3) months @ $16.10 per month • Tablet cell services for three (3) months @ $172.04 per month • Car cell service for three (3) months @ $581.82 per month • AVL tracking for three (3) months @ $174.55 per month ***Activities/Deliverables that build the CCMU Infrastructure*** • **Data Collection, Analysis and Quarterly Reporting for CCMU** Ongoing salaries for: • Fiscal Team Analyst • Program Team Analyst • Fiscal Analyst • Fiscal Account Technician	$3,657.99 $5,881.86	3/31/23
12.	**7460.01-002-0000** **Quarter 6** **1/1/23-3/31/23**	***DIRECT SERVICES (CRRSAA Funds)*** **Deliver Mobile Crisis Response Services through one (1) team** Ongoing salaries for: • Psychiatric RN • Social Work Supervisor II Provide services of psychiatric RN and Social Work Supervisor II for CCMU Team. ***DIRECT SERVICES (Coronavirus Response and Relief Services Appropriation Act)*** **Deliver Mobile Crisis Response Services through 1 Augmented Team Other Direct Services** **Begin Implementation with County Partners (Probation Department, Correctional Facility, Hospital, Community Based Organizations)** **FTEs** • Ongoing salary for (15%) Public Health Nurse Manager/Psych Nurse Practitioner • Ongoing salary for (10%) Deputy Director Behavioral Health • Ongoing salary for (15%) Deputy Director Public Health • Ongoing salary for (2%) QA Admin. Analyst • Ongoing salary for (5%) Staff Analyst • Ongoing salary for (50%) Sr. Admin. Analyst • Ongoing salary for (5%) Account Technician • Salary for one (1) part time employee (33%) Administrative Analyst • Salary for one (1) part time employee (10%) Staff Services Analyst • Salary for one (1) part time employee (10%) Social Worker • Salary for one (1) part time employee (15%) Staff Development Coordinator • Salary for one (1) part time employee (5%) Fiscal Analyst Grant management and administration • Salary for one (1) part time employee (20%) County Legal Counsel **Supplies** • Facility & Operating expense	$124,143.00	3/31/23
13.	**7460.01-0002** **Quarter 7** **4/1/23-6/30/23**	***INFRASTRUCTURE (BHCIP Funds)*** **Equipment/Property Purchases** • Cell phone with Hexnode access for three (3) months @$16.10 per month • Laptop with Hexnode access for three (3) months @$16.10 per month • Tablet cell service for three (3) months @ $172.04 per month • Car cell service for three (3) months @ $581.82 per month • ABL tracking for three (3) months @ $174.55 per month ***Activities/Deliverables that build the CCMU Infrastructure*** **a. Data Collection, Analysis and Quarterly Reporting for CCMU** • Fiscal Team Analyst • Program Team Analyst • Fiscal Analyst • Fiscal Account Technician	$3,657.99 $5,881.86	6/30/23

14.	**7460.01-002** **Quarter 7** **4/1/23-6/30/23**	***DIRECT SERVICES (Coronavirus Response and Relief Services Appropriation Act (CRRSAA Funds)*** **Equipment/Property Purchases** • **Purchase two (2) Chevrolet Traverse AWD - $60,000.00 each / $120,000.00 for both** • **Purchase outfitting/Installation for Sprinter Van - $60,000.00 Total** **a. Interior, Electrical, Cabinetry, Accessories – ($35,000.00)** **b. Installation Labor Cost – ($25,000.00)** ***DIRECT SERVICES (Coronavirus Response and Relief Services Appropriation Act)*** **Deliver Mobile Crisis Response Services through 1 Augmented Team Other Direct Services** **FTEs** • Ongoing salary for full time employee Mental Health Assistant III • Ongoing salary for (15%) Public Health Nurse Manager/Psych Nurse Practitioner • Ongoing salary for (10%) Deputy Director Behavioral Health • Ongoing salary for (10%) Deputy Director Public Health • Ongoing salary for (2%) QA Admin. Analyst • Ongoing salary for (5%) Staff Analyst • Ongoing salary for (3%) Sr. Admin. Analyst • Ongoing salary for (5%) Account Technician **Supplies** • Facility & Operating expense	$180,000.00 $48,448.48	6/30/23
			Year 2 Totals - $1,126,538.61	
15.	**7460.01-0002** **Quarter 8** **7/1/23-9/30/23**	***INFRASTRUCTURE (BHCIP Funds)*** **Equipment/Property Purchases** • Cell phone with Hexnode access for three (3) months @$16.10 per month • Laptop with Hexnode access for three (3) months @$16.10 per month • Tablet cell service for three (3) months @ $172.04 per month • Car cell service for three (3) months @ $581.82 per month • ABL tracking for three (3) months @ $174.55 per month ***Activities/Deliverables that build the CCMU Infrastructure*** **b. Data Collection, Analysis and Quarterly Reporting for CCMU** • Fiscal Team Analyst • Program Team Analyst • Fiscal Analyst • Fiscal Account Technician	$3,657.99 $5,881.86	9/30/23
16.	**7460.01-002** **Quarter 8** **7/1/23-9/30/23**	***DIRECT SERVICES (Coronavirus Response and Relief Services Appropriation Act)*** **Deliver Mobile Crisis Response Services through 1 Augmented Team Other Direct Services** **FTEs** • Ongoing salary for full time employee Mental Health Assistant III • Ongoing salary for (15%) Public Health Nurse Manager/Psych Nurse Practitioner • Ongoing salary for (10%) Deputy Director Behavioral Health • Ongoing salary for (10%) Deputy Director Public Health • Ongoing salary for (2%) QA Admin. Analyst • Ongoing salary for (5%) Staff Analyst • Ongoing salary for (3%) Sr. Admin. Analyst • Ongoing salary for (5%) Account Technician **Supplies** • Facility & Operating expense	$48,448.48	9/30/23

17.	**7460.01-0002** **Quarter 9** **10/1/23-12/31/23**	***INFRASTRUCTURE (BHCIP Funds)*** **Equipment/Property Purchases** • Cell phone with Hexnode access for three (3) months @$16.10 per month • Laptop with Hexnode access for three (3) months @$16.10 per month • Tablet cell service for three (3) months @ $172.04 per month • Car cell service for three (3) months @ $581.82 per month • ABL tracking for three (3) months @ $174.55 per month ***Activities/Deliverables that build the CCMU Infrastructure*** **c. Data Collection, Analysis and Quarterly Reporting for CCMU** • Fiscal Team Analyst • Program Team Analyst • Fiscal Analyst • Fiscal Account Technician	$3,657.99 $5,881.86	12/31/23
18.	**7460.01-0002** **Quarter 9** **10/1/23-12/31/23**	***DIRECT SERVICES (Coronavirus Response and Relief Services Appropriation Act)*** **Deliver Mobile Crisis Response Services through 1 Augmented Team Other Direct Services** **FTEs** • Ongoing salary for full time employee Mental Health Assistant III • Ongoing salary for (15%) Public Health Nurse Manager/Psych Nurse Practitioner • Ongoing salary for (10%) Deputy Director Behavioral Health • Ongoing salary for (10%) Deputy Director Public Health • Ongoing salary for (2%) QA Admin. Analyst • Ongoing salary for (5%) Staff Analyst • Ongoing salary for (3%) Sr. Admin. Analyst • Ongoing salary for (5%) Account Technician **Supplies** • Facility & Operating expense	$48,448.48	12/31/23
19.	**7460.01-002** **Quarter 10** **1/1/24-3/31/24**	***INFRASTRUCTURE (BHCIP Funds)*** **Equipment/Property Purchases** • Cell phone with Hexnode access for three (3) months @$16.10 per month • Laptop with Hexnode access for three (3) months @$16.10 per month • Tablet cell service for three (3) months @ $172.04 per month • Car cell service for three (3) months @ $581.82 per month • ABL tracking for three (3) months @ $174.55 per month ***Activities/Deliverables that build the CCMU Infrastructure*** **d. Data Collection, Analysis and Quarterly Reporting for CCMU** • Fiscal Team Analyst • Program Team Analyst • Fiscal Analyst • Fiscal Account Technician	$3,657.99 $5,881.86	3/31/24
20.	**7460.01-0002** **Quarter 11** **4/1/24-6/30/24**	***INFRASTRUCTURE (BHCIP Funds)*** **Equipment/Property Purchases** • Cell phone with Hexnode access for three (3) months @$16.10 per month • Laptop with Hexnode access for three (3) months @$16.10 per month • Tablet cell service for three (3) months @ $172.04 per month • Car cell service for three (3) months @ $581.82 per month • ABL tracking for three (3) months @ $174.55 per month ***Activities/Deliverables that build the CCMU Infrastructure*** **e. Data Collection, Analysis and Quarterly Reporting for CCMU** • Fiscal Team Analyst • Program Team Analyst • Fiscal Analyst • Fiscal Account Technician	$3,657.99 $5,881.86	6/30/24
				Year 3 Totals - $135,056.36

21.	**7460.01-0002** **Quarter 12** **7/1/24-9/30/24**	***INFRASTRUCTURE (BHCIP Funds)*** **Equipment/Property Purchases** • Cell phone with Hexnode access for three (3) months @$16.10 per month • Laptop with Hexnode access for three (3) months @$16.10 per month • Tablet cell service for three (3) months @ $172.04 per month • Car cell service for three (3) months @ $581.82 per month • ABL tracking for three (3) months @ $174.55 per month ***Activities/Deliverables that build the CCMU Infrastructure*** **f. Data Collection, Analysis and Quarterly Reporting for CCMU** • Fiscal Team Analyst • Program Team Analyst • Fiscal Analyst • Fiscal Account Technician	$3,657.99 $5,881.86	9/30/24
22.	**7460.01-0002** **Quarter 13** **10/1/24-12/31-24**	***INFRASTRUCTURE (BHCIP Funds)*** **Equipment/Property Purchases** • Cell phone with Hexnode access for three (3) months @$16.10 per month • Laptop with Hexnode access for three (3) months @$16.10 per month • Tablet cell service for three (3) months @ $172.04 per month • Car cell service for three (3) months @ $581.82 per month • ABL tracking for three (3) months @ $174.55 per month ***Activities/Deliverables that build the CCMU Infrastructure*** **g. Data Collection, Analysis and Quarterly Reporting for CCMU** • Fiscal Team Analyst • Program Team Analyst • Fiscal Analyst • Fiscal Account Technician	$3,657.99 $5,881.86	12/31/24
23.	**7460.01-0002** **Quarter 14** **1/1/25-3/31/25**	***INFRASTRUCTURE (BHCIP Funds)*** **Equipment/Property Purchases** • Cell phone with Hexnode access for three (3) months @$16.10 per month • Laptop with Hexnode access for three (3) months @$16.10 per month • Tablet cell service for three (3) months @ $172.04 per month • Car cell service for three (3) months @ $581.82 per month • ABL tracking for three (3) months @ $174.55 per month ***Activities/Deliverables that build the CCMU Infrastructure*** **h. Data Collection, Analysis and Quarterly Reporting for CCMU** • Fiscal Team Analyst • Program Team Analyst • Fiscal Analyst • Fiscal Account Technician	$3,657.99 $5,881.86	3/31/25
24.	**7460.01-0002** **Quarter 15** **4/1/25-6/30/25**	***INFRASTRUCTURE (BHCIP Funds)*** **Equipment/Property Purchases** • Cell phone with Hexnode access for three (3) months @$16.10 per month • Laptop with Hexnode access for three (3) months @$16.10 per month • Tablet cell service for three (3) months @ $172.04 per month • Car cell service for three (3) months @ $581.82 per month • ABL tracking for three (3) months @ $174.55 per month ***Activities/Deliverables that build the CCMU Infrastructure***	$3,657.99	6/30/25

		i. Data Collection, Analysis and Quarterly Reporting for CCMU • Fiscal Team Analyst • Program Team Analyst • Fiscal Analyst • Fiscal Account Technician	$5,881.45	
Year 4 Totals - $38,158.99				
SUBCONTRACT TOTAL - $1,649,231.82				

ATTACHMENT E

REVISED PAYMENT SCHEDULE

SUBCONTRACTOR FUNDING/BUDGET
Mariposa County Health and Human Services
MOD#4

Description	Invoice Description	Amount Estimated
Equipment	Upon Completion of purchase with receipt for goods/equipment	$466,772.51
Total Equipment		**$466,772.51**

Quarter #/Date Range	Invoice Description	Amount of Invoice
Quarter 1: **09/15/21 – 12/31/21**	Progress Report detailing progress made towards Deliverable 1	$5,881.86
Quarter 1: **09/15/21 – 12/31/21**	Progress Report detailing progress made towards Deliverable 2 (CRSAA funds)	$1,290.96
Quarter 2: **01/01/22 – 03/31/22**	Progress Report detailing progress made towards Deliverable 3	$5,881.86
Quarter 2: **01/01/22 – 03/31/21**	Progress Report detailing progress made towards Deliverable 4 (CRSAA funds)	$1,290.96
Quarter 3: **04/15/22 – 6/30/22**	Progress Report detailing progress made towards Deliverable 5	$5,881.86
Quarter 3: **04/15/22 – 6/30/22**	Progress Report detailing progress made towards Deliverable 6 (CRSAA funds)	$104,104.64
Quarter 4: **07/01/22 – 9/30/22**	Progress Report detailing progress made towards Deliverable 7	$5,881.86
Quarter 4: **07/01/22 – 9/30/22**	Progress Report detailing progress made towards Deliverable 8 (CRSAA funds)	$613,028.41
Quarter 5: **10/01/22 – 12/31/22**	Progress Report detailing progress made towards Deliverable 9	$5,881.86
Quarter 5: **10/01/22 – 12/31/22**	Progress Report detailing progress made towards Deliverable 10 (CRSAA funds)	$105,028.41
Quarter 6: **1/1/23 – 3/31/23**	Progress Report detailing progress made towards Deliverable 11	$5,881.86
Quarter 6: **1/1/23 – 3/31/23**	Progress Report detailing progress made towards Deliverable 12 (CRSAA funds)	$124,143.00
Quarter 7: **4/1/23 - 6/30/23**	Progress Report detailing progress made towards Deliverable 13	$5,881.86
Quarter 7: **4/1/23 - 6/30/23**	Progress Report detailing progress made towards Deliverable 14 (CRSAA funds)	$48,448.48
Quarter 8: **7/1/23 – 9/30/23**	Progress Report detailing progress made towards Deliverable 15	$5,881.86

Quarter 8: **7/1/23 – 9/30/23**	Progress Report detailing progress made towards Deliverable 16 (CRSAA funds)	$48,448.48
Quarter 9: **10/1/23 – 12/31/23**	Progress Report detailing progress made towards Deliverable 17	$5,881.86
Quarter 9: **10/1/23 – 12/31/23**	Progress Report detailing progress made towards Deliverable 18 (CRSAA funds)	$48,448.48
Quarter 10: **1/1/24 – 03/31/24**	Progress Report detailing progress made towards Deliverable 19	$5,881.86
Quarter 11: **04/1/24 – 06/30/24**	Progress Report detailing progress made towards Deliverable 20	$5,881.86
Quarter 12: **07/1/24 – 09/30/24**	Progress Report detailing progress made towards Deliverable 21	$5,881.86
Quarter 13: **10/1/24 – 12/31/24**	Progress Report detailing progress made towards Deliverable 22	$5,881.86
Quarter 14: **01/1/25 – 03/31/25**	Progress Report detailing progress made towards Deliverable 23	$5,881.86
Quarter 15: **04/1/25 – 06/30/25**	Progress Report detailing progress made towards Deliverable 24	$5,881.86
Total Deliverables		**$1,182,459.31**
Total Deliverables and Other Directs		**$1,649,231.82**
Subcontract Total (post MOD#4)		**$1,649,231.82**

MODIFICATION#1

Modification #1 to Subcontract Agreement

Subcontract ID:	7460-CA MOBILE CRISIS-MARIPOSA-01
Subcontract Effective Date:	As of September 1, 2021
Extension/ Modification Date:	Effective as of June 1, 2022
Subcontractor:	**MARIPOSA COUNTY** **ATTN: Rosemarie Smallcombe, Chair of the Board** 5362 Lemee Lane, Mariposa, CA 95338 Phone: 209-966-3222 Email address: msmallcombe@mariposacounty.org
Contract ID:	**Client: California Department of Health Care ServicesAgreement No.: 21-10349** **Contract Title:** *"Behavioral Health Mobile Crisis and Non-crisis Services (Mobile Crisis)"*
AHP Staff Contact(s):	**AHP Project Director:** Monica Reeves 131 N. El Molino, Suite 380 Pasadena, CA 91101 Tel: 978-261-1483 (o)/ mreeves@ahpnet.com

Recitals:

WHEREAS, the parties wish to make certain written changes to the above Subcontract Agreement,

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth, the Agreement is modified as follows:

****

1. The Business Associate Agreement("BAA") attached hereto as Exhibit 1 and incorporated herein shall replace any previous BAA(s) executed between the parties.

2. Consideration has been increased by Five Hundred Thousand Dollars ($500,000.00). The total Subcontract value is increased to One Million Dollars ($1,000,000.00).

3. The Statement of Work & Payment Schedule shall reflect the increased consideration and additional deliverables.

Advocates for Human Potential, Inc. ❖ 490-B Boston Post Road, Sudbury, MA 01776❖ (978) 443-0055

4. Provisions 3(c), 3(d), 4(g), 5(a), 15, and 21 of Attachment B Special Subcontract Requirements are hereby stricken and shall no longer apply.

5. Facsimile/electronic/scanned signatures are acceptable and effective for purposes of this Extension/ Modification as though an original inked signature.

6. All other terms and conditions of the Subcontract Agreement remain in effect.

THIS MODIFICATION CONSISTS OF **TWO (2)** TYPEWRITTEN PAGE(S), TOGETHER WITH THE FOLLOWING DOCUMENTS INCORPORATED HEREIN:

☒	ATTACHMENT D	STATEMENT OF WORK
☒	ATTACHMENT E	PAYMENT SCHEDULE
☒	EXHIBIT 1	REPLACEMENT BAA

IN WITNESS THEREOF, the parties have executed this Modification as of the day and year last written below.

ADVOCATES FOR HUMAN POTENTIAL, INC.	**MARIPOSA COUNTY**
Signature:	*Signature:*
Name: **CHARLES GALLAND**	*Printed Name:* **MILES MENETREY**
Title: **CHIEF OPERATING OFFICER**	*Title:* **CHAIR, BOARD OF SUPERVISORS**
Date:	*Date:*

Advocates for Human Potential, Inc. ❖ 490-B Boston Post Road, Sudbury, MA 01776 ❖ (978) 443-0055

ATTACHMENT D
Crisis Care Mobile Units (CCMU) Implementation Grant
Proposed Statement of Work (SOW) 2
Agency Name: County of Mariposa
Implementation SOW Start Date: April 15, 2022
Implementation SOW End Date: February 14, 2023

Item	Billing Code	Description/Deliverable	Amount	Due Date
1.	7460.01-002-0001 Quarter 3 4/15/2022 – 6/30/2022	***DIRECT SERVICES*** ***Deliver Mobile Crisis Response Services*** **Other Direct Services** ***FTEs ($115,997.55)*** - Assign one (1) full time employee (Mental Health Assistant II) - Assign one (1) full time employee (Mental Health Assistant III) - Assign one (1) part time employee (66.7%) (Licensed Clinician) - Assign one (1) full time employee (Public Health Nurse Manager) - Assign one (1) part time employee (90%) (Social Work Supervisor II) - Assign one (1) part time employee (10%) (Deputy Director Behavioral Health) - Assign one (1) part time employee (10%) (Deputy Director Public Health) - Assign one (1) part time employee (2%) (QA Admin. Analyst) - Assign one (1) part time employee (5%) (Staff Analyst) - Assign one (1) part time employee (3%) (Sr. Admin. Analyst) - Assign one (1) part time employee (5%) (Admin. Analyst) - Assign one (1) part time employee (5%) (Account Technician) **Supplies ($9,002.45)** - Facility & Operating expense 4/15/2022-6/30/2022	$125,000.00	6/30/22
		Total Year 1 Additional CRRSAA Funds	**$125,000.00**	
2.	7460.01-002-0001 Quarter 4 7/1/22 – 9/30/22	***DIRECT SERVICES*** ***Deliver Mobile Crisis Response Services*** **Other Direct Services** ***FTEs ($139,197.06)*** - Ongoing salary for Mental Health Assistant II - Ongoing salary for Mental Health Assistant III - Ongoing salary for (66.7%) (Licensed Clinician)	$150,000.00	9/30/22

		- Ongoing salary for (Public Health Nurse Manager) - Ongoing salary for (90%) (Social Work Supervisor II) - Ongoing salary for (10%) (Deputy Director Behavioral Health) - Ongoing salary for (10%) (Deputy Director Public Health) - Ongoing salary for (2%) (QA Admin. Analyst) - Ongoing salary for (5%) (Staff Analyst) - Ongoing salary for (3%) (Sr. Admin. Analyst) - Ongoing salary for (5%) (Admin. Analyst) - Ongoing salary for (5%) (Account Technician) **Supplies ($10,802.94)** - Facility & Operating expense 7/1/2022-9/30/2022,		
3.	7460.01-002-0001 Quarter 5 10/1/22 – 12/31/22	***DIRECT SERVICES*** ***Deliver Mobile Crisis Response Services*** **Other Direct Services** ***FTEs ($139,197.06)*** - Ongoing salary for (Mental Health Assistant II) - Ongoing salary for (Mental Health Assistant III) - Ongoing salary for (66.7%) (Licensed Clinician) - Ongoing salary for (Public Health Nurse Manager) - Ongoing salary for (90%) (Social Work Supervisor II) - Ongoing salary for (10%) (Deputy Director Behavioral Health) - Ongoing salary for (10%) (Deputy Director Public Health) - Ongoing salary for (2%) (QA Admin. Analyst) - Ongoing salary for (5%) (Staff Analyst) - Ongoing salary for (3%) (Sr. Admin. Analyst) - Ongoing salary for (5%) (Admin. Analyst) - Ongoing salary for (5%) (Account Technician) **Supplies ($10,802.94)** - Facility & Operating expense 10/1/2022-12/31/2022.	$150,000.00	12/31/22

4.	7460.01-002-0001 Quarter 6 1/1/23 – 2/14/23 (Partial Quarter)	***DIRECT SERVICES*** ***Deliver Mobile Crisis Response Services*** **Other Direct Services** ***FTEs ($69,598.53)*** - Ongoing salary (Mental Health Assistant II) - Ongoing salary (Mental Health Assistant III) - Ongoing salary (66.7%) (Licensed Clinician) - Ongoing salary (Public Health Nurse Manager) - Ongoing salary (90%) (Social Work Supervisor II) - Ongoing salary (10%) (Deputy Director Behavioral Health) - Ongoing salary (10%) (Deputy Director Public Health) - Ongoing salary (2%) (QA Admin. Analyst) - Ongoing salary (5%) (Staff Analyst) - Ongoing salary (3%) (Sr. Admin. Analyst) - Ongoing salary (5%) (Admin. Analyst) - Ongoing salary (5%) (Account Technician) **Supplies ($5,401.47)** - Facility & Operating expense 1/1/2022-2/14/2023.	$75,000.00	2/14/23
		Total Year 2 Additional CRRSAA Funds	**$375,000.00**	
		CONTRACT MODIFICATION TOTAL:	**$500,000.00**	
		CONTRACT TOTAL:	**$1,000,000.00**	

ATTACHMENT E
PAYMENT SCHEDULE
SUBCONTRACTOR FUNDING/BUDGET
COUNTY OF MARIPOSA

Quarter #/Date Range	Invoice Description	Amount of Invoice
Quarter 3: **04/15/22 – 6/30/22**	Progress Report detailing progress made towards Deliverable 1	$125,000.00
Quarter 4: **07/01/22 – 9/30/22**	Progress Report detailing progress made towards Deliverable 2	$150,000.00
Quarter 5: **10/01/22 – 12/31/22**	Progress Report detailing progress made towards Deliverable 3	$150,000.00
Quarter 6: **1/1/23 – 2/14/23**	Progress Report detailing progress made towards Deliverable 4	$75,000.00
Total Deliverables and Other Directs		**$500,000.00**

EXHIBIT 1
Business Associate Agreement ("BAA") Addendum

1. This Agreement has been determined to constitute a business associate relationship under the Health Insurance Portability and Accountability Act (HIPAA) and its implementing privacy and security regulations at 45 Code of Federal Regulations, Parts 160 and 164 (collectively, and as used in this Agreement).

2. The term "Agreement" as used in this document refers to and includes both this BAA Addendum and the contract to which this BAA is attached as an addendum/exhibit, if any.

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. **Subcontractor, the Covered Entity**, understands that **Business Associate (ADVOCATES FOR HUMAN POTENTIAL, "AHP")** may create, receive, maintain, transmit to the California Department of Health Care Services (DHCS) 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 (IPA) at California Civil Code section 1798.3(a). PHI includes information in any form, including paper, oral, and electronic.

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. Business Associate is acting on DHCS's behalf and 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 Business Associate's obligations under this Agreement. Business Associate and Subcontractor are each a party to this Agreement and are collectively referred to as the "parties."

6. The terms used in this Agreement, but not otherwise defined, shall have the same meanings as those terms in HIPAA and/or the IPA. 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 Business Associate. Except as otherwise indicated in this Agreement, Business Associate 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 Covered Entity, provided that such use or disclosure would not violate HIPAA or other applicable laws if done by Business Associate.

7.1 Specific Use and Disclosure Provisions. Except as otherwise indicated in this Agreement, Business Associate may use and disclose PHI if necessary for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate. Business Associate may disclose PHI for this purpose if the disclosure is required by law, or the Business Associate 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. The person shall notify the Business Associate of any instances of which the person is aware that the confidentiality of the information has been breached, unless such person is a treatment provider not acting as

a business associate of Business Associate.

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, Business Associate 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 18 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 Substance Use Disorder Patient Records, 42 CFR Part 2, Welfare and Institutions Code section 5328, and California Health and Safety Code section 11845.5.

8.3 If Business Associate is a Qualified Service Organization (QSO) as defined in 42 CFR section 2.11, Business Associate 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 Business Associate.

9.1 Nondisclosure. Business Associate 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 Business Associate 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 PHI, 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 Business Associate shall, at a minimum, utilize an industry-recognized security framework when selecting and implementing its security controls, and shall maintain continuous compliance with its selected framework as it may be updated from time to time. Examples of industry-recognized security frameworks include but are not limited to:

9.2.2.1 NIST SP 800-53 - National Institute of Standards and Technology Special Publication 800-53

9.2.2.2 FedRAMP - Federal Risk and Authorization Management Program

9.2.2.3 PCI - PCI Security Standards Council

9.2.2.4 ISO/ESC 27002 - International Organization for Standardization/International Electrotechnical Commission standard 27002

9.2.2.5 IRS PUB 1075 - Internal Revenue Service Publication 1075

9.2.2.6 HITRUST CSF - HITRUST Common Security Framework

9.2.3 Business Associate shall employ FIPS 140-2 compliant encryption of PHI at rest and in motion unless Business Associate 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. In addition, Business Associate shall maintain, at a minimum, the most current industry standards for transmission and storage of PHI and other confidential information.

9.2.4 Business Associate 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.

9.3. Business Associate's Agent. Business Associate shall ensure that any agents, subcontractors, subawardees, vendors or others (collectively, "agents") that use or disclose PHI and/or confidential information on behalf of Business Associate agree to the same restrictions and conditions that apply to Business Associate with respect to such PHI and/or confidential information.

10. Mitigation of Harmful Effects. Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI and other confidential information in violation of the requirements of this Agreement.

11. Access to PHI. Business Associate shall make PHI available in accordance with 45 CFR section 164.524.

12. Amendment of PHI. Business Associate shall make PHI available for amendment and incorporate any amendments to PHI in accordance with 45 CFR section 164.526.

13. Accounting for Disclosures. Business Associate 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 Business Associate is to carry out an obligation under 45 CFR Part 164, Subpart E, Business Associate shall comply with the requirements of the subpart that apply in the performance of such obligation.

15. Access to Practices, Books and Records. Business Associate shall make its internal practices, books, and records relating to the use and disclosure of PHI on behalf of Covered Entity available to Covered Entity upon reasonable request, and to the federal Secretary of Health and Human Services for purposes of determining compliance with 45 CFR Part 164, Subpart E.

16. Return or Destroy PHI on Termination; Survival. At termination of this Agreement, if feasible, Business Associate shall return or destroy all PHI and other confidential information received from, or created or received by Business Associate on behalf of, Covered Entity that Business Associate still maintains in any form and retain no copies of such information. If return or destruction is not feasible, Business Associate shall notify Covered Entity of the conditions that make the return or destruction infeasible and Business Associate and Covered Entity shall determine the terms and conditions under which Business Associate may retain the PHI. If such return or destruction is not feasible, Business Associate 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. Special Provision for SSA Data. If Business Associate receives data from or on behalf of Covered Entity that was verified by or provided by the Social Security Administration (SSA data) and is

subject to an agreement between Covered Entity, Business Associate shall provide, upon request by Covered Entity, a list of all employees and agents who have access to such data.

18. Breaches and Security Incidents. Business Associate shall implement reasonable systems for the discovery and prompt reporting of any breach or security incident, and take the following steps:

18.1 Notice to Covered Entity.

18.1.1 Business Associate shall notify Covered Entity immediately upon the discovery of a suspected breach or security incident that involves SSA data. This notification will be provided by email upon discovery of the breach. If Business Associate is unable to provide notification by email, then Business Associate shall provide notice by telephone to Covered Entity.

18.1.2 Business Associate shall notify Covered Entity within 24 hours by email (or by telephone if Business Associate is unable to email Covered Entity) of the discovery of the following, unless attributable to a treatment provider that is not acting as a business associate of Business Associate:

18.1.2.1 Unsecured PHI if the PHI is reasonably believed to have been accessed or acquired by an unauthorized person;

18.1.2.2 Any suspected security incident that risks unauthorized access to PHI and/or other confidential information;

18.1.2.3 Any intrusion or unauthorized access, use or disclosure of PHI in violation of this Agreement; or

18.1.2.4 Potential loss of confidential information affecting this Agreement.

Upon discovery of a breach or suspected security incident, intrusion or unauthorized access, use or disclosure of PHI, Business Associate shall take:

18.1.3 Prompt action to mitigate any risks or damages involved with the security incident or breach; and

18.1.4 Any action pertaining to such unauthorized disclosure required by applicable federal and state law.

18.2 Investigation. Business Associate shall immediately investigate such security incident or confidential breach.

18.3 Complete Report. Business Associate shall provide a complete report of the investigation to Covered Entity 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 Covered Entity requests information in addition to that requested through the PIR form, Business Associate shall make reasonable efforts to provide Covered Entity with such information. A “Supplemental PIR” may be used to submit revised or additional information after the Final PIR is submitted. Covered Entity will review and approve or disapprove Business Associate’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 Business Associate's corrective action plan.

18.3.1 If Business Associate does not complete a Final PIR within the ten (10) working day timeframe, Business Associate shall request approval from Covered Entity within the ten (10) working day timeframe of a new submission timeframe for the Final PIR.

18.4 Notification of Individuals. If the cause of a breach is attributable to Business Associate or its agents, other than when attributable to a treatment provider that is not acting as a business associate of Business Associate, Business Associate shall notify individuals accordingly and shall pay all costs of such notifications, as well as 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 DHCS's review and approval must be obtained before the notifications are made.

18.5 Responsibility for Reporting of Breaches to Entities Other than Covered Entity. If the cause of a breach of PHI is attributable to Business Associate or its agents, other than when attributable to a treatment provider that is not acting as a business associate of Business Associate, Business Associate is responsible for all required reporting of the breach as required by applicable federal and state law.

19. Responsibility of Covered Entity. Covered Entity agrees to not request the Business Associate to use or disclose PHI in any manner that would not be permissible under HIPAA and/or other applicable federal and/or state law.

20. Audits, Inspection and Enforcement.

20.1 If Business Associate 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, Business Associate shall promptly notify Covered Entity unless it is legally prohibited from doing so.

21. Termination.

21.1 Termination for Cause. Upon Covered Entity's knowledge of a violation of this Agreement by Business Associate, Covered Entity may in its discretion:

21.1.1 Provide an opportunity for Business Associate to cure the violation and terminate this Agreement if Business Associate does not do so within the time specified by Covered Entity; or

21.1.2 Terminate this Agreement if Business Associate has violated a material term of this Agreement.

21.2 Judicial or Administrative Proceedings. Covered Entity may terminate this Agreement if Business Associate is found to have violated HIPAA, or stipulates or consents to any such conclusion, in any judicial or administrative proceeding.

22. Miscellaneous Provisions.

22.1 Disclaimer. Covered Entity makes no warranty or representation that compliance by Business Associate with this Agreement will satisfy Business Associate's business needs or compliance obligations. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI and other confidential information.

22.2 Amendment.

22.2.1 Any provision of this Agreement that 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.

22.2.2 Failure by Business Associate to take necessary actions required by amendments to this Agreement under Section 22.2.1 shall constitute a material violation of this Agreement.

22.3 Assistance in Litigation or Administrative Proceedings. Business Associate shall make itself and its employees and agents available to Covered Entity at no cost to Covered Entity to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against Covered Entity, its directors, officers and/or employees based upon claimed violation of HIPAA that involves inactions or actions by the Business Associate.

22.4 No Third-Party Beneficiaries. Nothing in this Agreement is intended to or shall confer upon any third person any rights or remedies whatsoever.

22.5 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.

22.6 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.

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-331

MEETING: June 20, 2023

TO: The Board of Supervisors

FROM: Joe Lynch, Director of Health and Human Services

RE: Approve an Agreement with Accela to Provide Software Services for the Environmental Health Unit with Health and Human Services Agency (HHSA); and Authorize the Board of Supervisors Chair to Sign the Agreement

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RECOMMENDATION AND JUSTIFICATION

Approve an Agreement with Accela to Provide Software Services for the Environmental Health Unit with Health and Human Services Agency (HHSA); and Authorize the Board of Supervisors Chair to Sign the Agreement.

The County currently has an agreement with Accela to provide software services for the Environmental Health unit with Health and Human Services Agency (HHSA). The term of the agreement is July 1, 2023 through June 30, 2024 and automatically renews annually. The primary purpose of the services is to provide a database for vital public health information, ultimately leading to automation of key processes and increased efficiency in service delivery.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board of Supervisors does not have a prior history with Accela for this purpose.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Failure to approve the agreement will result in the County performing manual recordkeeping of information while attempting to provide environmental health services in accordance with state and county regulations.

FINANCIAL IMPACT

There is no impact to the General Fund.

ATTACHMENTS

1. **Accela - Renewal Order Form 23-24**
2. **Accela-Software-License-Agreement-20201023**

VOTE RESULT

RESULT: **Adopted (UNANIMOUS)**
MOVER: District I Supervisor Rosemarie Smallcombe

SECONDER:	District II Supervisor Shannon Poe
AYES:	District II Supervisor Poe, District I Supervisor Smallcombe, District IV Supervisor Forsythe, District V Supervisor Menetrey, District III Supervisor Toso
ABSTAIN:	None

2633 Camino Ramon, Suite 500
San Ramon, CA, 94583

Proposed by: Chanelle Dam
Contact Phone:
Contact Email: cdam@accela.com
Quote ID: Q-29920
Valid Through: 5/3/2023
Currency: USD

Renewal Order Form

Address Information

Bill To:

Mariposa, CA - County of
4963 10th Street
Mariposa, California 95338
United States

Billing Name: Diane Robarge
Billing Phone:
Billing Email: drobarge@mariposacounty.org

Ship To:

Mariposa, CA - County of
4963 10th Street
Mariposa, California 95338
United States

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
EnvisionConnect Remote Annual License and Support Fee	Year 1	7/1/2023	6/30/2024	12	$1,100.72	2	$2,201.45
CERS EDT Annual License, Maintenance and Support	Year 1	7/1/2023	6/30/2024	12	$1,100.72	1	$1,100.72
Accela Decade EnvisionConnect Online License and Support	Year 1	7/1/2023	6/30/2024	12	$1,926.26	3	$5,778.79
						TOTAL:	$9,080.96

Pricing Summary

Period	Net Total
Year 1	$ 9,080.96
Total	**$ 9,080.96**

Renewal Terms/Information:

General Information	
Governing Agreement(s)	This Order Form will be governed by the applicable terms and conditions. If those terms and conditions are non-existent, have expired or have otherwise been terminated, the following terms at https://www.accela.com/terms/ will govern as applicable, based on the Customer's purchase.

Order Terms	
Order Start Date	Unless otherwise specified in the Special Order Terms: • Software Licenses & Subscriptions start on the date of delivery by Accela; • Hosting and Support start on Accela's delivery of the software hosted and/or supported;.
Order Duration	Unless otherwise specified in the Special Order Terms: • Subscriptions continue from the Order Start Date through the number of months listed in this Order Form (or if not listed, twelve (12) months). Thereafter Subscriptions automatically renew annually as calculated from Order Start Date of Customer's first Subscription purchase. • Any Software Licenses or Hardware are one-time, non-refundable purchases. • Hosting and Support continue from the Order Start Date through the number of months listed in this Order Form (or if not listed, twelve (12) months). • Professional Services continue for the duration as outlined in the applicable Statement of Work, Exhibit or the Governing Agreement, as applicable.
Special Order Terms	This Order Form replaces all previous order forms for the terms listed above and will govern the Software, Maintenance, and/or Services items listed on this Order Form. • In the event of an inconsistency between this Order Form, any governing agreement, purchase order, or invoice, the Order Form shall govern as it pertains to this transaction. • For Software Licenses, Accela may terminate this Order Form in the event the Software is phased out across Accela's customer base. In such event, Accela will provide Customer sufficient advance notice and the parties will mutually agree to a migration plan for converting Customer to another Accela generally-available offering with comparable functionality.

Payment Terms	
Currency	USD
Invoice Date	Unless otherwise stated in the Special Payment Terms, Invoice for the Grand Total above will be issued on the Order Start Date.
Payment Due Date	Unless otherwise stated in the Special Payment Terms or the Governing Agreement(s), all payments are due on the Invoice Date and payable **net 30 days.**
Special Payment Terms	None unless otherwise specified in this location.

Purchase Order	If Customer requires PO number on invoices, it **must** be provided below and Customer **must** provide a copy of the PO prior to invoice issuance. If no PO number provided prior to invoice issuance date, invoices issued on this Order Form will be valid without a PO reference.
	PO#

Signatures	
Accela, Inc.	**Customer**
Signature:	Signature:
Print Name: Aaron Haggarty	Print Name: Miles Menetrey
Title: Chief Legal Officer	Title: Chair, Mariposa County Board of Supervisors
Date:	Date:

ACCELA SOFTWARE LICENSE AGREEMENT

This Accela Software License Agreement (the "***Agreement***") is entered into as of the date of the applicable Order, as defined below, that incorporates these terms (the "***Effective Date***") by and between Accela, Inc. and the entity identified in such Order ("***Customer***").

1. **DEFINITIONS.**

1.1 "***Authorized User***" means one named employee (identified by a unique email address), contractor or agent of Customer for whom Customer has purchased a license to the Software and who is authorized by Customer to access and use the Software under the rights granted to Customer pursuant to this Agreement.

1.2 "***Consulting Services***" means packaged or time and materials consulting, review, training or other services (but excluding Software and Support Services) delivered by Accela to Customer pursuant an Order. The current description of the Consulting Services Policy is available at www.accela.com/terms/.

1.3 "***Customer Data***" means the content, materials, and data that Customer, Authorized Users, and External Users enter in conjunction of their use of the Software. Customer Data does not include any component of the Software or material provided by or on behalf of Accela.

1.4 "***Documentation***" means the then-current technical and functional user documentation in any form made generally available by Accela for Software.

1.5 "***External Users***" means third party users of the Software that access the public -facing interfaces of the Software to submit queries and requests to facilitate communications between such third party and Customer.

1.6 "***Intellectual Property Rights***" means any patent rights (including, without limitation, patent applications and disclosures), copyrights, trade secrets, know-how, and any other intellectual property rights, in all cases whether or not registered or registrable and recognized in any country or jurisdiction in the world.

1.7 "***License Period***" means the duration of Customer's authorized use of the Software as designated in the Order, unless terminated earlier as set forth in this Agreement.

1.8 "***Order***" means an Accela order form or other mutually acceptable document fully executed between Customer and Accela that incorporates this Agreement.

1.9 "***Software***" means any licensed software and Documentation that Accela uses or makes available as pursuant to an Order.

1.10 "***Support Services***" means those technical and help services provided by Accela in accordance with the respective Software Support Services Policy (On-Prem) located at www.accela.com/terms/.

1.11 "***Support Period***" means the period for which Customer has purchased Support Services, as set forth in the applicable Order Form.

1.12 "***Third Party Software***" means any software supplied to Accela by any party other than Accela included in the Software and may be available without charge for use, modification or distribution.

2. **SOFTWARE LICENSE AND PROPRIETARY RIGHTS.**

2.1 License Grant. Subject to Customers compliance with the terms and conditions of this Agreement, Accela grants to Customer a limited, nonexclusive, nontransferable, non-sublicensable, revocable right and license to use the Software for internal business purposes only during the License Period and for the quantity of units as designated in the Order to permit: (i) Authorized Users to access and use the internal and administrative interfaces of the Software in accordance with the Documentation to support Customer's internal business purposes and (ii) its External Users the ability to access and use the publicly available interfaces to submit requests and information to Customer.

2.2 Support Services. During the Support Period, Accela shall provide to Customer the Support Services specified in the Order and shall make all commercially reasonable efforts to attain the service levels as specified in the Support Services. Customer grants Accela a royalty-free, worldwide, transferable, sub-licensable, irrevocable, perpetual license to use or incorporate into its software or services any suggestions or other feedback provided by Customer or Authorized Users.

2.3 Purchasing Consulting Services. Customer may purchase Consulting Services from Accela by executing an Order for such services. All prices are exclusive of travel and expenses, which will be invoiced at actual cost, without markup, and will comply with the Consulting Services Policy or as otherwise agreed in the applicable Order. If applicable, one Consulting Services day shall be equal to eight (8) hours.

2.4 Restrictions on Use. Except as otherwise expressly provided in this Agreement, Customer shall not and shall not permit others to: (i) use or access the Software in any manner except as expressly permitted by the Agreement, including but not limited to, in a manner that circumvents contractual usage restrictions set forth in this Agreement; (ii) license, sub-license, sell re-sell, rent, lease, transfer, distribute or time share or otherwise make any portion of the Software available for access by third parties except as otherwise expressly provided herein; (iii) use the Software in a way that; (a) violates or infringes upon the rights of a third party; or (b) store or transmit of libelous, tortious, or otherwise unlawful material or malicious code or viruses; (iv) create derivative works, reverse engineer, decompile, disassemble, copy, or otherwise attempt to derive source code or other trade secrets from or about any of the Software (except to and only to the extent such rights are proscribed by law); (v) interfere with or disrupt the security, integrity, operation, or performance of the Software; (vi) access, use or provide access or use to the Software for the purposes of competitive analysis, the development, provision, or use of a competing software, SaaS or product or any other purpose that is to Accela's detriment or commercial disadvantage, (vii) provide access to the Software to competitors of Accela, (viii) access or use components of the Software not licensed by Customer; (ix) use or allow the use of, the Software by anyone located in, under the control of, or that is a national or resident of a U.S. embargoed country or territory or by a prohibited end user under Export Control Laws (as defined in Section 12.3, Compliance with Laws); (x) remove, delete, alter, or obscure any trademarks, Documentation ,warranties, or disclaimers, or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from any Software; or (xi) access or use the Software in, or in association with, the design, construction, maintenance, or operation of any hazardous environments, systems, or applications, any

safety response systems or other safety-critical applications, or any other use or application in which the use or failure of the Software could lead to personal injury or severe physical or property damage.

2.5 Ownership and Proprietary Rights. Accela retains all Intellectual Property Rights, including all rights, title and license to the Software, Support Services, and Consulting Services, any related work product of the foregoing and all derivative works thereof by whomever produced. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Customer or any third party any intellectual property rights or other right, title, or interest in or to the Software, Support Services or Consulting Services.

2.6 Customer's Responsibilities. Customer will be solely responsible for: (i) minimum systems requirements as set forth in the Documentation; (ii) for meeting, at a minimum, all industry standard and legal security requirements to prevent unauthorized access to the Software and Customer Data; (iii) Authorized Users' compliance with this Agreement and for any other activity (whether or not authorized by Customer); (iv) the accuracy, quality, integrity and legality of Customer Data and External Users use of the Software interface; and (v) use of the Software, Support Services and Consulting Services only in accordance with the applicable Documentation, laws and government regulations.

3. **PAYMENT TERMS.**

3.1 Purchases Directly from Accela. Customer will be invoiced for those amounts and at prices set forth in an Order (an "***Invoice***"). All invoices are due and payable net thirty (30) days from the date of the applicable invoice. All amounts payable to Accela under this Agreement shall be paid by Customer in full, without any setoff, deduction, debit, or withholding for any reason. Any late payments shall be subject to an additional charge of the lesser of 1.5% per month or the maximum permitted by law. All fees are exclusive of any taxes, levies, duties, withholding or similar governmental assessments of any nature (collectively, "***Taxes***"). If any such Taxes are owed or payable for such transactions, they shall be paid separately by Customer without set-off to the fees due Accela.

3.2 Purchases from Authorized Resellers. Where Customer has purchased any products or services through a reseller, subject to these terms, any separate payment arrangements and terms shall be exclusively through such reseller and Accela is not a party to such transactions. Accela's sole obligations are set forth herein and Customer acknowledges that its rights hereunder may be terminated for non-payment to such third party.

4. **CONFIDENTIALITY.** As used herein, "***Confidential Information***" means all confidential information disclosed by a one party to this Agreement to the other party of this Agreement whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. However, Confidential Information will not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the disclosing party; (ii) was known to the receiving party prior to its disclosure without breach of any obligation owed to the disclosing party; (iii) is received without restriction from a third party without breach of any obligation owed to the disclosing party; or (iv) was independently developed by the receiving party. Each party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) not to disclose or use any Confidential Information except as permitted herein and will limit access to Confidential Information to those of its employees, contractors and agents who need

such access for purposes consistent with this Agreement and who are bound to protect such Confidential Information consistent with this Agreement. The receiving party may disclose Confidential Information if it is compelled by law to do so, provided the receiving party gives the disclosing party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the disclosing party's request and cost, to contest, limit, or protect the disclosure.

5. **WARRANTIES AND DISCLAIMERS.**

5.1 Software Warranty. Accela warrants that during the first ninety (90) days following the delivery of the Software, the Software shall materially perform in accordance with the applicable Documentation. Customer's sole and exclusive remedy and Accela's entire liability for any breach of the foregoing warranty, Accela will use commercially reasonable efforts to: (a) repair the Software in question; (b) replace the Software in question with that of substantially similar functionality; or, after making all commercially reasonable attempts to do the foregoing (c) terminate the applicable Software license and refund the fees paid for such Software subject to Customer's ceasing all use of and, if requested by Accela, returning to Accela all copies of the Software. If Accela repairs or replaces the Software, the warranty will continue to run from the original delivery date and not from Customer's receipt of the repair or replacement. The remedies set forth in this Section 5.1 are Customer's sole remedies and Accela's sole liability under the limited warranty set forth in this Section 5. The foregoing does not apply and becomes null and void if Customer breaches any material provision of this Agreement, or if Customer, any Authorized User, or any other person provided access to the Software by Customer or any Authorized User, whether or not in violation of this Agreement: (i) installs or uses the Software on or in connection with any hardware or software not specified in the Documentation; (ii) modifies or damages the Software; or (iii) misuses the Software, including any use of the Software other than as specified in the Documentation or expressly authorized by Accela in writing.

5.2 Consulting Services Warranty. For ninety (90) days from the applicable delivery, Accela warrants that Consulting Services shall be performed in a professional and workmanlike manner. As Customer's sole and exclusive remedy and Accela's entire liability for any breach of the foregoing warranty, Accela will use commercially reasonable efforts to (a) re-perform the Consulting Services in a compliant manner; or, after making all commercially reasonable attempts to do the foregoing (b) refund the fees paid for the non-compliant Consulting Services.

5.3 Disclaimers. EXCEPT AS EXPRESSLY PROVIDED HEREIN, ACCELA MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, SECURITY, FITNESS FOR A PARTICULAR PURPOSE OR NON- INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

5.4 Cannabis-Related Activities. If Customer purchases any Software for use with any cannabis related activities, the following additional disclaimers shall apply: Accela is considered a software service provider to its customers and not a cannabis-related business or agent thereof. In addition to the foregoing, Accela only retains Software fees of this Agreement from its Customer for general software services, a state or local government agency, and does not retain these fees from any type of External Users. It is the sole responsibility of the Customer to offer state law compliant services, which may be coordinated and facilitated through the use of the Software. Accela makes no representations, promises, or warranties with respect to the legality, suitability, or otherwise regarding any third party

provider, including partners, and have no responsibility or liability with respect to services provided to Customer by such third parties.

6. **INDEMNIFICATION.** Accela will defend (or at Accela's option, settle) any third party claim, suit or action brought against Customer to the extent that it is based upon a claim that the Software, as furnished by Accela hereunder, infringes or misappropriates the Intellectual Property Rights of any third party, and will pay any costs, damages and reasonable attorneys' fees attributable to such claim that are finally awarded against Customer, provided that Customer provides (a) Accela notice of such claim as soon practical and in no event later than would reasonably permit Accela to respond to such claim, (b) reasonable cooperation to Customer, at Accela's expense, in the defense and/or settlement of such claim and (c) the sole and exclusive control of the defense, litigation and settlement of such claim. In the event that Accela reasonably believes, in its sole discretion, that such claim may prevail or that the usage of the Accela Software and Services may be joined, Accela may seek to (a) modify the Accela Software and Services such that it will be non-infringing (provided such modification does not materially reduce the functionality or performance of Customer's installed instance), (b) replace the applicable Software and Support Services so that it is non-fringing that provides substantially similar functionality and performance, or, if the first two options are not commercially practicable, (c) terminate the remainder of the License Period for the Software, and refund any pre-paid, unused fees. Accela will have no liability under this Section 6 to the extent for any claims arising from: (i) any combination of the Accela Software and Services with products, services, methods of a third party; (ii) a modification of the Accela Software and Services that were either implemented by anyone other than Accela or implemented by Accela in accordance with Customer specifications (iii) any use of the Accela Software and Services in a manner that violates this Agreement or the instructions given to Customer by Accela; (iv) a version of the Accela Software and Services other than the current, fully patched version, provided such updated version would have avoided the infringement; or (v) Customer's breach of this Agreement. THIS SECTION 6 STATES THE ENTIRE OBLIGATION OF ACCELA AND ITS LICENSORS WITH RESPECT TO ANY ALLEGED OR ACTUAL INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS RELATED TO THIS AGREEMENT.

7. **LIMITATION OF LIABILITY.** EXCEPT AS PROHIBITED BY LAW, ANY LIABILITY ARISING OUT OF EITHER PARTY'S LIABILITY FOR DEATH OR PERSONAL INJURY OR CUSTOMER'S BREACH OF SECTION 2, NEITHER PARTY'S AGGREGATE LIABILITY FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR FROM THE USE OF OR INABILITY TO USE THE SERVICE, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, SHALL EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER HEREUNDER IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE INCIDENT. EXCEPT AS PROHIBITED BY LAW, ANY LIABILITY ARISING OUT OF CUSTOMER'S BREACH OF SECTION 2 OR EITHER PARTY'S LIABILITY FOR DEATH OR PERSONAL INJURY, IN NO EVENT SHALL EITHER PARTY OR ANY OTHER PERSON OR ENTITY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SERVICE BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR LOSS OF GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR FROM THE USE OF OR INABILITY TO USE THE SOFTWARE OR SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY. THE FOREGOING EXCLUSIONS APPLY WHETHER OR NOT A PARTY HAS BEEN INFORMED

OF THE POSSIBILITY OF SUCH DAMAGE, AND EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

8. **THIRD PARTY SERVICES.**

8.1 Third Party Services. Customer may choose to obtain a product or service from a third party that is not directly provided by Accela as a component of the Software ("Third Party Services") and this may include third party products resold by Accela. Accela assumes no responsibility for, and specifically disclaims any liability, warranty or obligation with respect to, any Third Party Service or the performance of the Software (including Accela's service level commitment) when the Software is used in combination with or integrated with Third Party Services.

8.2 Embedded Third Party Software. Third Party Software may be embedded in the Accela proprietary Software that is branded as Accela and sublicensed directly to Customer under this Agreement. Other Third Party Software is provided to Customer subject to a Third Party Software license, which is available from Accela at Customer's request. Customer will have no recourse against Accela with respect to the Third Party Software unless Accela is the stated licensor and then only to the extent expressly provided for in this Agreement. Customer is solely responsible to do whatever is necessary or required by the third party licensor for the licenses and related terms to take effect (e.g. online registration).

9. **TERM AND TERMINATION.**

9.1 Agreement Term. The term of this Agreement begins on the Effective Date and will remain in effect until all License Periods expire or until this Agreement is otherwise terminated in accordance with the terms hereof, whichever occurs first (the "***Term***"). This Agreement may be renewed at any time by execution of an Order Form referencing this Agreement, and any such renewal will be deemed part of the "Term" hereunder.

9.2 Termination or Suspension for Cause. A party may terminate this Agreement for cause upon thirty (30) days' written notice to the other party of a material breach if such breach remains uncured at the expiration of such thirty (30) day period. Either party may terminate immediately if the other party files for bankruptcy or becomes insolvent. Should Customer terminate this Agreement for cause, Accela will refund a pro-rata portion of unused, pre-paid fees.

9.3 Effect of Termination. Upon expiration or termination of this Agreement for any reason, (i) all rights granted to Customer under this Agreement shall terminate, (ii) Customer will immediately stop use of the Software and destroy all copies of the Software within Customer's possession and control; and (iii) each receiving party will return or destroy, at the disclosing party's option, the disclosing party's Confidential Information in the receiving party's possession or control.

9.4 Surviving Provisions. Sections 1 (Definitions), 2.5 (Ownership and Proprietary Rights), 4 (Confidentiality), 5.3 (Disclaimer), 7 (Limitation of Liability), 9.3 (Effect of Termination), 9.4(Surviving Provisions), and 10 (General Provisions) will survive any termination or expiration of this Agreement.

10. **GENERAL.**

10.1 Notice. Except as otherwise specified in this Agreement, all notices, permissions and approvals hereunder will be in writing and will be deemed to have been given upon: (i) personal delivery, (ii) three (3) days after sending registered, return receipt requested, post or (iii) one day after sending by

commercial overnight carrier. Notices will be sent to the address specified by the recipient in writing when entering into this Agreement.

10.2 Governing Law and Jurisdiction. This Agreement and any action related thereto will be governed by the laws of the State of California without regard to its conflict of laws provisions. The exclusive jurisdiction and venue of any action related to the subject matter of this Agreement will be the state and federal courts located in the Northern District of California and each of the parties hereto waives any objection to jurisdiction and venue in such courts.

10.3 Compliance with Laws. Each party will comply with all applicable laws and regulations with respect to its activities under this Agreement including, but not limited to, export laws and regulations of the United States and other applicable jurisdictions. Further, in connection with the services performed under this Agreement and Customer's use of the Software, the parties agree to comply with all applicable anti-corruption and anti-bribery laws, statutes, and regulations.

10.4 Assignment. Customer may not assign or transfer this Agreement, whether by operation of law or otherwise, without the prior written consent of Accela, which shall not be unreasonably withheld. Any attempted assignment or transfer, without such consent, will be null and void. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.

10.5 Publicity. Notwithstanding anything to the contrary, each party will have the right to publicly announce the existence of the business relationship between parties without disclosing the specific terms of the Agreement.

10.6 Miscellaneous. No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement will remain in effect. Accela will not be liable for any delay or failure to perform under this Agreement to the extent such delay or failure results from circumstances or causes beyond the reasonable control of Accela. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or similar relationship between the parties. This Agreement, including any attachments hereto as mutually agreed upon by the parties, constitute the entire agreement between the parties concerning its subject matter and it supersedes all prior communications, agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by a duly authorized representative of each party against whom the modification, amendment or waiver is to be asserted. Notwithstanding any language to the contrary, no additional or conflicting terms or conditions stated in any of Customer's purchase order documentation or otherwise will be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void.

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-332

MEETING: June 20, 2023

TO: The Board of Supervisors

FROM: Joe Lynch, Director of Health and Human Services

RE: Approve Third Amendment to Scott's Cleaning Services Agreement Including Additional Services in Scope of Work; and Authorize the Board of Supervisors Chair to Sign the Amendment

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RECOMMENDATION AND JUSTIFICATION

Scott's Cleaning currently provides cleaning services to various buildings operated by the Health and Human Services Agency (HHSA), specifically for older and dependent adults served by Adult Protective Services and funded by Home Safe dollars. Scott's proved to be an invaluable partner in providing emergency cleaning services that facilitated compliance with Public Health protocol related to the COVID-19 pandemic. For the purpose of this amendment, HHSA requests expansion of services to include collection and disposal of hazardous and non-hazardous trash at Frank Wilson encampment.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board of Supervisors approved Second Amendment to agreement with Scott's Cleaning on March 7, 2023 through Resolution No. 2023-115.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If this amendment is not approved, HHSA will not have a viable option in maintaining necessary environmental and public health standards for the Frank Wilson encampment.

FINANCIAL IMPACT

There is no impact on the County General Fund

ATTACHMENTS

1. **Third Amendment - Scotts Cleaning 2023**
2. **Scott's Cleaning 2023 (A02) - Res. 2023-115-EXECUTED (1)**
3. **Scott's Cleaning 2023 (A01) - CAO 12.21.2022-EXECUTED (1)**
4. **Scotts Cleaning Service 2023 - Wsignatures - Res. CAO 05.26.2022 - EXECUTED (1)**

VOTE RESULT

RESULT: **Adopted (UNANIMOUS)**
MOVER: District I Supervisor Rosemarie Smallcombe
SECONDER: District II Supervisor Shannon Poe

AYES:	District II Supervisor Poe, District I Supervisor Smallcombe, District IV Supervisor Forsythe, District V Supervisor Menetrey, District III Supervisor Toso
ABSTAIN:	None

THIRD AMENDMENT TO AGREEMENT FOR CLEANING SERVICES

THIS THIRD AMENDMENT TO AGREEMENT FOR CLEANING SERVICES, is made and entered into this _____ day of _____20__, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "County," and Scott's Cleaning Service, hereinafter referred to as "Contractor."

WHEREAS, County and Contractor have heretofore entered into an Agreement dated May 26, 2022, wherein Contractor agreed to provide cleaning services; and

WHEREAS, County and Contractor have heretofore entered into a First Amendment dated December 21, 2022, wherein County agreed to increase compensation by $25,000 to a new amount not to exceed $40,000; and

WHEREAS, County and Contractor have heretofore entered into a Second Amendment dated March 7, 2023, wherein County agreed to increase compensation by $35,000 to a new amount not to exceed $75,000; and

WHEREAS, County and Contractor desire to amend said Agreement to change the scope of work to be provided by Contractor;

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

1. Paragraph 2, "SERVICES," and Exhibit A, "Scope of Work and Cost Proposal," are hereby amended to provide that Contractor agrees to provide the following additional services: collection and disposal of trash at Frank Wilson encampment. The rate for collection and disposal of trash is $65.00 nonhazardous. Hazardous trash removal is $80.00 per hour per person. Truck and trailer is $100.00 per hour. Disposal fees are assessed as per County landfill.

Except as herein amended, the Agreement dated May 26, 2022, First Amendment dated December 21, 2022, and Second Amendment dated March 7, 2023 shall remain in full force and effect.

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

COUNTY OF MARIPOSA	CONTRACTOR
_____	_____
Miles Menetrey, Chair Board of Supervisors	Scott Vaughn, Owner Scott's Cleaning Services
COUNTERSIGNED: *(Government Code §25103)*	APPROVED AS TO FORM:
_____	_____
Danielle Bondshu Clerk of the Board	Steven W. Dahlem County Counsel

MARIPOSA COUNTY

Health and Human Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2023-115

MEETING: March 7, 2023

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: Second Amendment - Agreement with Scott's Cleaning Service

---

RECOMMENDATION AND JUSTIFICATION:
Approve Second Amendment to Agreement with Scott's Cleaning Service Increasing the Amount by $35,000 for New Amount Not to Exceed $75,000; and Authorize the Board of Supervisors Chair to Sign the Amendment.

Scott's Cleaning currently provides cleaning services to various buildings operated by Health and Human Services Agency (HHSA), specifically for older and dependent adults served by Adult Protective Services and funded by Home Safe dollars. Scott's proved to be an invaluable partner in providing emergency cleaning services that facilitated compliance with Public Health protocol related to the COVID-19 pandemic

BACKGROUND AND HISTORY OF BOARD ACTIONS:
Board of Supervisors approved First Amendment to agreement with Scott's Cleaning on June 22, 2021 through Resolution No. 2021-364.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If this amendment is not approved, older and dependent adults will not have cleaning services as an option and Home Safe funding will be unspent and sent back to the state.

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

ATTACHMENTS:
Second Amendment - Scott's Cleaning Agreement 2023v2 (PDF)
Scott's Cleaning 2023 (A01) - CAO 12.21.2022-EXECUTED (1) (PDF)
Scotts Cleaning Service 2023 - Wsignatures - Res. CAO 05.26.2022 - EXECUTED (1) (PDF)

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Wayne Forsythe, District IV Supervisor
SECONDER: Rosemarie Smallcombe, District I Supervisor
AYES: Toso, Poe, Smallcombe, Forsythe, Menetrey

REF ID# 13803

RES. NO. 23-115

SECOND AMENDMENT TO AGREEMENT FOR CLEANING SERVICES

THIS SECOND AMENDMENT TO AGREEMENT FOR CLEANING SERVICES, is made and entered into this 7 day of March 2023, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as **"County,"** and Scott Cleaning Services, hereinafter referred to as **"Contractor."**

WHEREAS, County and **Contractor** have heretofore entered into an Agreement dated May 26, 2022, wherein **Contractor** agreed to provide cleaning services; and

WHEREAS, County and **Contractor** have heretofore entered into a First Amendment dated December 21, 2022, wherein County agreed to increase compensation by $25,000 to a new amount to exceed $40,000; and

WHEREAS, County and **Contractor** desire to amend said Agreement to change the compensation to be provided to **Contractor**;

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

1. Paragraph 3, "COMPENSATION," and Exhibit A, "Scope of Work and Cost Proposal," are hereby amended to provide that an additional $35,000 will be added to the amended amount of $40,000, making the total compensation paid to **Contractor** the not to exceed amount of $75,000.

Except as herein amended, the Agreement dated May 26, 2022 and First Amendment dated December 21, 2022 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

_____, Chair
Board of Supervisors

CONTRACTOR

_____
Scott Vaughn, Owner
Scott's Cleaning Services

COUNTERSIGNED:
(Government Code §25103)

_____
Danielle Bondshu
Clerk of the Board

APPROVED AS TO FORM:

_____
Steven W. Dahlem
County Counsel

12-15 Ccl audits

AGREEMENT ROUTING SHEET

To: *Danielle Bondshu or Tracy Gauthier* Dept.: *Clerk of the Board* Date: December 15, 2022

From: Beth Alexander Agreement with: Scott's Cleaning Service

Section 1: TYPE OF PROCESSING REQUESTED: *(Complete all Section 1. fields.)*

1) **Is this a digital signature request?** Yes ☐ No ■ *(If No, please provide two original copies signed by vendor.)*

2) **Is this the standard County Agreement Form?** Yes ■ No ☐ *If No, please answer the following question:*
a. Has this non-standard agreement been vetted by County Counsel (if NOT going to the Board)?
Yes ☐ No ☐
(If Yes, provide approval to COB via email. If No, see instructions below. **Non-standard agreements will NOT be processed without County Counsel's approval.)**

Section 2: VENDOR AND AGREEMENT TYPE *(Complete all Section 2. fields.)*

Vendor Signator & Title: Scott Vaughn, Owner *(Name of person signing the agreement, and their title)* **Vendor Email:** N/A *(Email of signee)*

For: Cleaning Services *(Provide a brief description of the service provided or product purchased, i.e. or "Police service dog training", "Annual Senior Health Fair", etc.)* **Term:** 7/1/2022 - 6/30/2023 *(Enter beginning "to" end. **Must be 5 years less for DH or CAO agreements.***

Is this an Amendment to an Agreement? Yes ■ No ☐
(If Yes, attach copies of all prior amendments, *AS WELL* as the initial agreement.)

Section 3: PURCHASING AUTHORIZATION *(Complete the appropriate Section 3. field.)*

☐ **BOARD ACTION** M/Traq ID # or Res No.: _____ Scheduled Date: _____

■ **PURCHASING CODE (CAO or Department Heads - County Code Chapter 3.08.):**

☐ $_____ **DEPARTMENT HEADS, Under $20,000** (MCC Section 3.08.050 and Res. 22-462): *(Purchasing Agent's approval required to purchase or lease real property or storage space.)*

■ $ 15,000 **CAO as Purchasing Agent, Under $60,000** (MCC Section 3.08.090 and Res. 22-462): $40,000

Section 4: OTHER AUTHORIZATION *(Complete the appropriate Section 4. field.)*

☐ **CODE COMPLIANCE AGREEMENTS (Signature Authority Policy (SAP) 5.2.1.3)** $_____

☐ **SOFTWARE AS A SERVICE or OTHER SUBSCRIPTIONS or LICENSES (SAP 5.2.1.4)** $_____

☐ **INDEMNIFICATION AGREEMENTS (Res. 05-117 and 04-346)** $_____

☐ **INTRA-AGENCY AGREEMENTS & MOUs w/ No Cost) (SAP 5.2.1.2 and Res. 22-462)** $_____

DIGITAL SIGNATURE INSTRUCTIONS

A. DH/CAO Approvals:

- **If using the UNCHANGED County agreement template, proceed with routing to Clerk of the Board.**
- **If using vendor supplied agreements, or MODIFIED County Agreement template:**
  1) Email to County Counsel's Office for vetting first (without routing slip.)
  2) After approval by County Counsel, submit to Clerk of the Board's Office WITH email or other verification of County Counsel's approval, and a completed routing sheet.

B. BOARD Items:

- **Email a digital version of the agreement** *(indicating the pages needing to be signed)* **and this routing sheet to the Clerk of the Board's Office.**

ROUTING

- **HARD COPIES:** Route agreements and routing sheet via interoffice mail to Tracy or Danielle in the COB's Office
- **DIGITAL COPIES:** Combine agreement and new routing slip into one PDF document and email to Danielle (dbondshu@mariposacounty.org) and Tracy (tgauthier@mariposacounty.org) in the COB's Office for procurement of signatures.

FIRST AMENDMENT TO AGREEMENT FOR CLEANING SERVICES

THIS FIRST AMENDMENT TO AGREEMENT FOR CLEANING SERVICES, is made and entered into this 21st day of Dec. 2022 by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as **"County,"** and Scott Cleaning Services, hereinafter referred to as **"Contractor."**

WHEREAS, County and **Contractor** have heretofore entered into an Agreement dated May 26, 2022, wherein **Contractor** agreed to provide cleaning services; and

WHEREAS, County and **Contractor** desire to amend said Agreement to change the compensation to be provided to **Contractor**;

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

1. Paragraph 3, "COMPENSATION," and Exhibit A, "Scope of Work and Cost Proposal," are hereby amended to provide that an additional $25,000 will be added to the original amount of $15,000, making the total compensation paid to **Contractor** the not to exceed amount of $40,000.

Except as herein amended, the Agreement dated May 26, 2022 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

Jay D. Kimble
County Administrative Officer

CONTRACTOR

Scott Vaughn, Owner
Scott's Cleaning Services

APPROVED AS TO LEGAL FORM:

Steven W. Dahlem
County Counsel

First Amendment-Exhibit A
SCOPE OF WORK AND COST PROPOSAL

1. Scott's Cleaning Services will perform a deep cleaning of Health and Human Services Agency (HHSA) facilities and automobile vehicles, as directed by the HHSA Director or designee.

2. Scott's will submit itemized invoices for all work performed.

3. Costs are assessed in the following areas:

Rates for Year 2023	
Minimum Carpet Charge	$160.00
Labor	$60.00 per hour
Windows	$18 per window
Upholstery Cleaning	$18 per square foot
Automobile vehicle cleaning	$195 per vehicle.

4. The total amount for this agreement is not to exceed $40,000.

CC: Auditor
COB: 5/26

AGREEMENT ROUTING SHEET

To: *Danielle Bondshu or Tracy Gauthier* **Dept.:** *Clerk of the Board* **Date:** May 19, 2022

From: Beth Rose **Agreement with:** Scott's Cleaning Services

Section 1: TYPE OF PROCESSING REQUESTED: *(Complete all Section 1. fields.)*

1) Is this a digital signature request? Yes ☐ No ☒ *(If No, please provide two original copies signed by vendor.)*

2) Is this the standard County Agreement Form? Yes ☒ No ☐ *If No, please answer the following question:*

a. Has this non-standard agreement been vetted by County Counsel (if NOT going to the Board)?

Yes ☐ No ☐

(If Yes, provide approval to COB via email. If No, see instructions below. Non-standard agreements will NOT be processed without County Counsel's approval.)

Section 2: VENDOR AND AGREEMENT TYPE *(Complete all Section 2. fields.)*

Vendor Signator & Title: Scott Vaughn, Owner *(Name of person signing the agreement, and their title)*

Vendor Email: N/A *(Email of signee)*

For: Cleaning Services *(Provide a brief description of the service provided or product purchased, i.e. "Police service dog training", "Annual Senior Health Fair", etc.)*

Term: 7/1/2022 - 6/30/2022 *(Enter beginning "to" end. **Must be 1 year or less for DH or CAO agreements**.*

Is this an Amendment to an Agreement? Yes ☐ No ☒

(If Yes, attach copies of all prior amendments, AS WELL as the initial agreement.)

Section 3: PURCHASING AUTHORIZATION *(Complete the appropriate Section 3. field.)*

☐ **BOARD ACTION** M/Traq ID # or Res No.: _____ Scheduled Date: _____

☒ **PURCHASING CODE (CAO or Department Heads - County Code Chapter 3.08.):**

☐ $_____ **DEPARTMENT HEADS, Under $10,000 (**MCC Section 3.08.050):
(Purchasing Agent's approval required to purchase or lease real property or storage space.)

☒ $ 15,000 **CAO as Purchasing Agent, Under $50,000** (MCC Section 3.08.090):

Section 4: OTHER AUTHORIZATION *(Complete the appropriate Section 4. field.)*

☐ **CODE COMPLIANCE AGREEMENTS (Signature Authority Policy (SAP) 5.2.1.3)** $_____

☐ **SOFTWARE AS A SERVICE or OTHER SUBSCRIPTIONS or LICENSES (SAP 5.2.1.4)** $_____

☐ **INDEMNIFICATION AGREEMENTS (Res. 05-117 and 04-346)** $_____

☐ **INTRA-AGENCY AGREEMENTS & MOUs (SAP 5.2.1.2)** $_____

DIGITAL SIGNATURE INSTRUCTIONS

A. DH/CAO Approvals:

- **If using the UNCHANGED County agreement template, proceed with routing to Clerk of the Board.**
- **If using vendor supplied agreements, or MODIFIED County Agreement template:**
  1) Email to County Counsel's Office for vetting first (without routing slip.)
  2) After approval by County Counsel, submit to Clerk of the Board's Office WITH email or other verification of County Counsel's approval, and a completed routing sheet.

B. BOARD Items:

- **Email a digital version of the agreement** *(indicating the pages needing to be signed)* **and this routing sheet to the Clerk of the Board's Office.**

ROUTING

- **HARD COPIES:** Route agreements and routing sheet via interoffice mail to Tracy or Danielle in the COB's Office.
- **DIGITAL COPIES:** Combine agreement and new routing slip into one PDF document and email to Danielle (dwardle@mariposacounty.org) and Tracy (tgauthier@mariposacounty.org) in the COB's Office for procurement of signatures.

AGREEMENT FOR CLEANING SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this 26th day of May, 2022 by and between the County of Mariposa, a political subdivision of the State of California, ("County"), and Scott's Cleaning Services ("Contractor"), pursuant to the following terms and conditions.

W I T N E S S E T H:

1. TERM

The term of this Agreement shall commence on July 1, 2022 and terminate on June 30, 2023 provided by this Agreement.

2. SERVICES

Contractor shall perform cleaning services as described in Exhibit A, "Scope of Work and Cost Proposal," which is attached hereto and incorporated herein by reference. Contractor shall provide all staffing and materials necessary to perform the Scope of Work.

3. COMPENSATION

Contractor shall be compensated for services performed in an amount not to exceed $15,000 as set forth in Exhibit A, which is attached hereto and incorporated herein by reference. County shall pay Contractor within thirty (30) of receipt of an approved invoice.

4. INSURANCE

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

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

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

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

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, County requires and shall be entitled to the broader coverage and/or higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to County.

B. OTHER INSURANCE PROVISIONS

The insurance policies are to contain, or be endorsed to contain, the following provisions:

(1) Additional Insured Status: County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 forms if a later edition is used).

(2) Primary Coverage: For any claims related to this Agreement, Contractor's insurance coverage shall be primary insurance with respect to Contractor's negligent performance of the services as respects County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

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

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

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

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

(7) Verification of Coverage: Contractor shall furnish County with original certificates and amendatory endorsements or copies of the applicable policy language effecting

coverage required by this clause. All certificates and endorsements are to be received and approved by County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Contractor's obligation to provide them. County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

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

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

5. HOLD HARMLESS/INDEMNIFICATION

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

6. INDEPENDENT CONTRACTOR

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

7. PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)

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

8. STATE AND FEDERAL TAXES

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

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

9. AUDITS AND INSPECTIONS

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

10. ASSIGNMENT

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

11. NOTICE

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

CONTRACTOR:
Scott's Cleaning Service
4259 Toyon Dr
Mariposa, CA 95338

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

12. COMPLIANCE

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

13. PUBLIC RECORDS ACT

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

14. ENTIRE AGREEMENT AND MODIFICATION

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

15. ENFORCEABILITY AND SEVERABILITY

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

16. TERMINATION AND RIGHTS UPON TERMINATION

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

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

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

17. NO WAIVER

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

18. DISPUTES

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

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

19. CAPTIONS

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

20. NUMBER AND GENDER

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

21. MANDATORY AND PERMISSIVE

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

22. SUCCESSORS AND ASSIGNS

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

23. COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA"), Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or

adopted by a person with the intent to sign the electronic record pursuant to the CUETA, as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

24. OTHER DOCUMENTS

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

25. CONTROLLING LAW

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

26. AUTHORITY

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

27. NEGOTIATED AGREEMENT

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

28. NO RELIANCE ON REPRESENTATIONS

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

29. WARRANTY

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

30. FUNDING AVAILABILITY

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

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

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

COUNTY OF MARIPOSA

Jay D. Kimble
County Administrative Officer

CONTRACTOR

Scott Vaughn, Owner
Scott Cleaning Services

APPROVED AS TO LEGAL FORM:

Steven W. Dahlem
County Counsel

Exhibit A
SCOPE OF WORK

1. Scott's Cleaning Services will perform a deep cleaning of Health and Human Services Agency (HHSA) facilities and automobile vehicles, as directed by the HHSA Director or designee.

2. Scott's will submit itemized invoices for all work performed.

3. Costs are assessed in the following areas:

Rates for Year 2023	
Minimum Carpet Charge	$160.00
Labor	$60.00 per hour
Windows	$18 per window
Upholstery Cleaning	$18 per square foot
Automobile vehicle cleaning	$195 per vehicle.

4. The total amount for this agreement is not to exceed $15,000.

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-333

MEETING: June 20, 2023

TO: The Board of Supervisors

FROM: Joe Lynch, Director of Health and Human Services

RE: Approve a Memorandum of Understanding (MOU) between Mariposa County Sheriff's Office (MCSO) and Mariposa County Health and Human Services Agency (HHSA) for Jail Based Services in an Amount Not to Exceed $1,227,601; and Authorize the Board of Supervisors Chair to Sign the MOU

RECOMMENDATION AND JUSTIFICATION

Approve a Memorandum of Understanding (MOU) between Mariposa County Sheriff's Office (MCSO) and Mariposa County Health and Human Services Agency (HHSA) for Jail Based Services in an Amount Not to Exceed $1,227,601; and Authorize the Board of Supervisors Chair to Sign the MOU.

This MOU benefits involved parties and serves the public through this cooperative effort to provide health services to inmates at the Mariposa County Adult Detention Facility. The proposed one-year MOU includes on-site medical and psychological care services for the one-year duration agreement. The budget for this MOU is not to exceed $1,227,601 and covers staffing costs for credentialed public health staff and mental health staff such as a licensed clinician, licensed vocational nurse and nurse practitioner to fulfill the needs and services at the site. The proposed MOU also includes telemedicine and telepsych. The related telemedicine and telepsych equipment has been acquired and installed on site. The use of telemedicine and telepsych enhances services while remaining cost-efficient in view of our distance from medical and psychological specialists.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board of Supervisors approved the most recent MOU between MCSO and HHSA on June 28, 2022 through Resolution No. 2022-392

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If the MOU is not approved, MCSO will need to seek an agreement with an alternate service provider, probably at a higher cost.

FINANCIAL IMPACT

The Inmate Services costs have been included in the FY23-24 Sheriff ADF and HHSA Health Division Budgets.

ATTACHMENTS

1. **JBS FY2324 Budget**
2. **JBS MOU 23-24**

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District I Supervisor Rosemarie Smallcombe
SECONDER:	District II Supervisor Shannon Poe
AYES:	District II Supervisor Poe, District I Supervisor Smallcombe, District IV Supervisor Forsythe, District V Supervisor Menetrey, District III Supervisor Toso
ABSTAIN:	None

Personnel	FTE	Annual Salary	Budget	Benefits
Dep Director, Vacant	0.07	$110,491	$7,734	$2,255
Admin Analyst, Diane Robarge	0.07	$87,753	$6,143	$1,864
Acct Tech II, Dana White	0.07	$57,968	$4,058	$1,899
Nurse Practitioner, Erica McAfee	0.90	$135,375	$121,838	$38,415
LVN, Vacant	1.00	$69,888	$69,888	$22,036
LVN, C. Rizzonelli	1.00	$63,388	$63,388	$26,997
Mental Hlth Clinician, M. Maruyama	0.70	$78,503	$54,952	$24,959
Staff Serv Analyst, Glenda Polancos-Adams	0.05	$65,695	$3,285	$1,475
Snr Admin Analyst, R. Ridenhour	0.05	$97,194	$4,860	$1,450
RN, Vacant	1.00	$79,193	$79,193	$35,969
RN, Vacant	1.00	$79,193	$79,193	$35,969
Staff Svc Analyst II (step 1), Candice Valladol	0.50	$60,152	$30,076	$13,661
Program Administrator (step 2), Vacant	1.00	$101,913	$101,913	$46,289
Psychiatrist (step 5), Dr Harry			$56,339	$8,169
Total			**$682,859**	**$261,407**
Other Personnel Costs				
LVN on call pay	5,110.00	$2.50	$12,775	
LVN call back	1,040.00	$76.67	$79,737	

Total Salary			**$775,371**
Total Fringe Benefits			**$261,407**
Total Personnel Cost			**$1,036,778**
Subcontractors			
			$0
Total Subcontractors			**$0**
Other Costs			
Pharmacy Costs			$0
Medical Supplies			10,000
Med Practice Insurance			4,200
Start up Cost			$0
Insync up front	3	$3,319	$9,957
Insync Licenses	3	$27	$972
Patagonia Licenses			$0
Training budget			$5,000
Computer Equipment			$1,500
Total Other Costs			**$31,629**
Indirect Cost/Operating Overhead			**$159,194**
Total Costs			**$1,227,601**

Notes
JBS 90%/MAT 10%
JBS 70% /JBCT 20%/MAT 10%
4 hours per week x 52 weeks= $208 hours x $270.86 = $56,339
14 hours per day x (7-days a week) 365 days = 5,110 hours $2.50 per hour call back pay
1,040 call back hours @ time and a half 1.5 pay

`

Pass through Invoice- not to be budgeted

Insurance costs per County Counsel

3 @ 27 per license x 12 mos

MOU Between the Health and Human Services Agency and Sheriff's Office

This MEMORANDUM OF UNDERSTANDING (MOU) is hereby made and entered into by and between the Mariposa County Health and Human Services Agency, hereinafter referred to as HHSA, and Mariposa County Sheriff's Office, hereinafter referred to as MCSO.

PURPOSE:

The purpose of this MOU is to continue to develop a framework of cooperation between HHSA and MCSO to support the Jail Based Services program. The agreement has a term of July 1, 2023 through June 30, 2024.

A. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

This MOU benefits involved parties and serves the public through this cooperative effort to provide health services to inmates at the Mariposa County Adult Detention Facility. Services include telemedicine and tele psych, as well as onsite support from public health staff and behavioral health staff.

B. COMPENSATION:

Compensation for this MOU is not to exceed $1,227,601.00. Exhibit A-Budget provides specific information related to allocated costs for this program.

C. RESPONSIBILITIES:

HHSA will:

1. Provide the necessary staffing for the Jail Based Services contract which include:
    a. Daily (8:00am-7:00pm) Nursing Staff for inmate daily medical needs and receiving screenings
    b. Availability to a Nurse Practitioner (in person or telehealth) no less than .5 FTE for inmate medical needs
    c. Medical Doctor available for consultation during regular service hours
    d. Licensed or registered/waivered clinician Monday- Friday except county holidays for BH/SUD assessment and treatment
    e. Psychiatrist (in person or telehealth) at 4 hours per week, as needed for psychiatric or MAT medication management
    f. On Call Nursing availability for telephone consultation <u>only</u>
        i. Calls may be made for an afterhours medical situation that is difficult to determine the seriousness of and rely on telephone consultation with a nurse.

        ii. Any instance of an obvious medical or psychiatric emergent or urgent condition will be as quickly as possible taken to John C. Fremont Emergency Department.
    g. On call Medical Staff availability for an inmate who is placed into the restraint chair will be medically evaluated within specific timelines
        i. A medical opinion on placement and retention shall be secured within one hour from the time of placement. A medical assessment shall be completed within four hours of placement.
    h. Monthly license verifications for licensed providers
2. HHSA nursing staff will follow standardized nursing protocols.
3. HHSA Staff will administer involuntary medications in accordance with the standardized procedures and valid doctor orders.
4. HHSA will coordinate discharge planning for each inmate with continued services prior to release from the Adult Detention Facility
5. HHSA will coordinate with Probation staff on case management needs of inmates
6. HHSA-Public Assistance Branch will assist inmates with applying for benefits
7. Provide written protocols for medical staff including the development of a Health Care Procedures Manual as outlined in Title 15 section 1206, 1208.5,1209, and 1212
8. Maintain all client health records in accordance with record retention protocols within the appropriate Electronic Health Record.
9. Records requests will be processed by Quality Assurance at HHSA
10. MCIP claims will be submitted for services rendered when the inmate is Medi-Cal eligible and the service is claimable.
11. Order and coordinate medications for inmates.
12. Maintain contract with a pharmacy for the provision of a formulary and medication stock for dispensing of prescribed medications.
13. Provide data reports
    a. Type and number of services provided
    b. Number of Individuals served
    c. Transition referrals upon release,
    d. Pharmaceutical orders and reports on utilization
14. HHSA will not provide
    a. Urgent or emergent response.
    b. Restraint of clients
    c. Involuntary lab draws for the purpose of legal actions.

Sheriff's Office will:

1. Will provide an office for HHSA staff who are part of the Jail Based Services Program
2. Will provide adequate space for any telehealth equipment
3. Be responsible for supervision of inmates and assist HHSA staff if supervision is requested
4. Coordinate appointment time with Jail Based Services Team

5. Inform HHSA staff of any discharge plans of inmates so that discharge planning can be coordinated with external partners
6. Provide afterhours emergency inmate care via emergency department
7. Utilize crisis protocols for afterhours crisis evaluations of inmates
8. Provide PREA training, security protocols, emergency staff procedure training
9. Provide for forensic medical services including drawing of blood alcohol samples, body cavity searches and other functions for the purpose of prosecution
10. Provide full compensation for all medications ordered and distributed to inmates.

D. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

1. MODIFICATION:

Modifications within the scope of the instrument shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by all parties, prior to any changes being performed.

2. TERMINATION:

Any of the parties, in writing, may terminate the instrument in whole, or in part, at any time before the date of expiration.

3. PRINCIPAL CONTACTS: The principal contacts for this MOU are:

Mariposa County Sheriff's Office
Jeremy Briese
P.O. Box 276
Mariposa, CA 95338
209 966 5090

Mariposa County Health and Human Services
Joe Lynch, Director
209-966-2000
PO Box 99
Mariposa CA 95338

4. COMMENCEMENT/EXPIRATION DATE:
This instrument shall become effective as of July 1, 2023 and is effective through June 30, 2024, at which time it will expire unless extended.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the last written date below.

Jeremy Briese, Sheriff Mariposa County Sheriff's Office	Date
Joe Lynch, Director Mariposa County Health and Human Services Agency	Date
Miles Menetrey, Chair Mariposa County Board of Supervisors	Date
Steven W. Dahlem County Counsel Mariposa County	Date
Danielle Bondshu Clerk of the Board Mariposa County	Date

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-334

MEETING: June 20, 2023

TO: The Board of Supervisors

FROM: Joe Lynch, Director of Health and Human Services

RE: Approve Agreement with California Department of Public Health (CDPH) for the Immunization Assistance Program (IAP) Funding Allocation Agreement No. 22-11040 for Fiscal Years 2022-2027 in the Amount of $738,064.73; and Authorize the Health and Human Services Agency Director to Sign the Agreement and any Subsequent Amendments as Delineated Within the Agreement to Secure Funding (Subject to Approval as to Legal Form by County Counsel)

RECOMMENDATION AND JUSTIFICATION

Approve Agreement with California Department of Public Health (CDPH) for the Immunization Assistance Program (IAP) Funding Allocation Agreement No. 22-11040 for Fiscal Years 2022-2027 in the Amount of $738,064.73; and Authorize the Health and Human Services Agency Director to Sign the Agreement and any Subsequent Amendments as Delineated Within the Agreement to Secure Funding (Subject to Approval as to Legal Form by County Counsel).

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

California Health & Safety Code section:120130 requires the Local Health Officer to properly report to CDPH those diseases listed as reportable, which include vaccine-preventable diseases. Code section 120175 requires the Local Health Officer to take measures as may be necessary to prevent the spread or occurrence of additional cases of reportable diseases (which includes reportable vaccine-preventable diseases). Code section 120350 requires Local Health Officers to organize and maintain a program to make available the immunizations required for admittance to childcare facilities and schools.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board of Supervisors approved the following agreements in the past by Res# 2018-127 on March 27, 2018; On May 19, 2015 with Resolution # 2015-228; On November 12, 2013 with Resolution # 2013-507; On December 20, 2011 with Resolution #2011-608.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve the funding allocation Agreement and the budgeted program will either need County General Funds or will not be funded.

FINANCIAL IMPACT

There is no financial impact on the County general fund. Revenue and corresponding appropriations

are included in the Requested Fiscal Year 2022-2023 budget line 3468-401.

ATTACHMENTS

1. **IAP Grant Agreement CDPH 22-1040**
2. **CDPH Form 1 Coversheet**
3. **CDPH Form 2 Grantee Information**
4. **CDPH Form 3 Local Project Synopsis**
5. **IAP Exhibit A SOW**
6. **IAP Exhibit B Budget**
7. **IAP Exhibit C Standard Grant Conditions**
8. **IAP Exhibit D RFA**
9. **IAP CDPH 9083**
10. **IAP Exhibit E Additional Provisions**
11. **IAP Exhibit F Federal Terms and Conditions**
12. **IAP Contractors Certification Clause**

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District I Supervisor Rosemarie Smallcombe
SECONDER:	District II Supervisor Shannon Poe
AYES:	District II Supervisor Poe, District I Supervisor Smallcombe, District IV Supervisor Forsythe, District V Supervisor Menetrey, District III Supervisor Toso
ABSTAIN:	None

CALIFORNIA IMMUNIZATION PROGRAM

Awarded By

THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH, hereinafter "Department"

TO

Mariposa County Health and Human Services hereinafter "Grantee"

Implementing the project, "To assist local health departments (LHDs) in preventing and controlling vaccine-preventable diseases (VPDs) in the local health jurisdiction (LHJ)," hereinafter "Project"

GRANT AGREEMENT NUMBER 22–11040

The Department awards this Grant, and the Grantee accepts and agrees to use the Grant funds as follows:

AUTHORITY: The Department has authority to grant funds for the Project under Health and Safety Code, Section 120325-120380, which requires immunizations against childhood diseases prior to school admittance and Federal Grant numbers 5 NH23IP922612-04-00, 6 NH23IP922612-02-02, 6 NH23IP922612-02-03, and 6 NH23IP922612-02-04.

PURPOSE: The Department shall award this Grant Agreement to and for the benefit of the Grantee; the purpose of the Grant is to assist LHDs in preventing and controlling VPDs in the LHJ. The Grantee is to implement activities to:

- Assess and improve coverage levels in the jurisdiction of all vaccines recommended by the Advisory Committee on Immunization Practices (ACIP) to protect the population.
- Detect, report, and control vaccine-preventable diseases in the jurisdiction.

Related Statutes

California Health & Safety Code sections:

- 120130 requires the Local Health Officer to properly report to CDPH those diseases listed as reportable, which include vaccine-preventable diseases.
- 120175 requires the Local Health Officer to take measures as may be necessary to prevent the spread or occurrence of additional cases of reportable diseases (which includes reportable vaccine-preventable diseases).
- 120350 requires Local Health Officers to organize and maintain a program to make available the immunizations required for admittance to childcare facilities and schools.

GRANT AMOUNT: The maximum amount payable under this Grant Agreement shall not exceed the amount of $738,064.73.

TERM OF GRANT AGREEMENT: The term of the Grant shall begin on July 1, 2022 and terminates on June 30, 2027. No funds may be requested or invoiced for services performed or costs incurred after June 30, 2027.

PROJECT REPRESENTATIVES. The Project Representatives during the term of this Grant will be:

California Department of Public Health	**Grantee: Mariposa County Health and Human Services**
Name: Noemi Marin	Name: Margarita King
Address: 850 Marina Bay Pkwy., Bldg. P, 2nd Fl.	Address: PO Box 5
City, ZIP: Richmond, CA 94804	City, ZIP: Mariposa, CA 95338
Phone: (510) 620-3737	Phone: (209) 966-3689
E-mail: noemi.marin@cdph.ca.gov	E-mail: margaritaking@mariposacounty.org

Direct all inquiries to the following representatives:

California Department of Public Health, Immunization Branch	**Grantee: Mariposa County Health and Human Services**
Attention: Rossana A. Ordonez	Attention: Margarita King
Address: 850 Marina Bay Pkwy., Bldg. P, 2nd Fl.	Address: PO Box 5
City, Zip: Richmond, CA 94804	City, ZIP: Mariposa, CA 95338
Phone: (510) 620-3768	Phone: (209) 966-3689
E-mail: rossana.ordonez@cdph.ca.gov	E-mail: margaritaking@mariposacounty.org

All payments from CDPH to the Grantee; shall be sent to the following address:

Remittance Address
Grantee: Mariposa County Health and Human Services
Attention: Diane Robarge
Address: PO Box 99
City, ZIP: Mariposa, CA 95338
Phone: (209) 742-0953
E-mail: drobarge@mariposacounty.org

Either party may make changes to the Project Representatives, or remittance address, by giving a written notice to the other party, said changes shall not require an amendment to this agreement but must be maintained as supporting documentation. Note: Remittance address changes will require the Grantee to submit a completed CDPH 9083 Governmental Entity Taxpayer ID Form or STD 204 Payee Data Record Form and the STD 205 Payee Data Supplement which can be requested through the CDPH Project Representatives for processing.

STANDARD GRANT PROVISIONS. The Grantee must adhere to all Exhibits listed and any subsequent revisions. The following Exhibits are attached hereto or attached by reference and made a part of this Grant Agreement:

Exhibit A GRANT APPLICATION

(The Grant Application provides the description of the project and associated costs)

Note: Once the Grant Agreement has been fully executed, requests for modifications/changes thereafter to the existing Exhibit A and/or Exhibit A, Attachment 1, do not require a formal amendment but must be agreed to in writing by both parties. The CDPH/Grantee Project Representatives are responsible for keeping records of approved modifications/changes. Such modifications/changes must be made at least 30 days prior to implementation. A formal written amendment is required when there is an increase or decrease in funding or a change in the term of the agreement.

Exhibit B BUDGET DETAIL AND PAYMENT PROVISIONS

The approved budget supersedes the proposed budget in the Grant Application

Exhibit C STANDARD GRANT CONDITIONS

Exhibit D REQUEST FOR APPLICATION (RFA) #22-10537

Exhibit E ADDITIONAL PROVISIONS

Exhibit F FEDERAL TERMS AND CONDITIONS

GRANTEE REPRESENTATIONS: The Grantee(s) accept all terms, provisions, and conditions of this grant, including those stated in the Exhibits incorporated by reference above. The Grantee(s) shall fulfill all assurances and commitments made in the application, declarations, other accompanying documents, and written communications (e.g., e-mail, correspondence) filed in support of the request for grant funding. The Grantee(s) shall comply with and require its subgrantee's to comply with all applicable laws, policies, and regulations.

IN WITNESS THEREOF, the parties have executed this Grant on the dates set forth below.

Executed By:

Date: 5/30/23

Joe Lynch, Director
Mariposa County Health and Human Services
5362 Lemee Lane
Mariposa, CA 95338

Date:

Javier Sandoval, Chief
Contracts Management Unit
California Department of Public Health
1616 Capitol Avenue, Suite 74.262
P.O. Box 997377, MS 1800- 1804
Sacramento, CA 95899-7377

CDPH Immunization Branch
Fiscal Year 2022 - 2027
APPLICATION COVER SHEET/CHECKLIST

Form 1

DATE OF SUBMISSION	10/14/2022
OFFICIAL ORGANIZATION NAME	Mariposa County Health & Human Services
AGREEMENT NUMBER	(*Leave blank. Will be assigned by CDPH/IZ*)

Provide the name, phone number, and e-mail address of the person we can contact to confirm the date/time of the negotiation conference call.

Contact Name: Margarita King, Public Health Nurse Manager	**Phone Number: (209) 966-3689**
E-mail: margaritaking@mariposacounty.org	

Type of Application:

☐ New ☒ Renewal ☐ Continuation ☐ Supplement ☐ Revision

☐ Supplement ☐ Revision

Budget Period: From: July 1, 2022 To: June 30, 2027	**Total Amount Requested for 5 Years:** $ 738,064.73

Board of Supervisors/Resolution meeting dates for the upcoming 6 months:
10/18/22, 10/25/22, 11/1/22, 11/8/22, 11/15/22, 11/22/22, 12/6/22, 12/13/22, 12/20/22, 1/10/23, 1/17/23, 1/24/23, 2/7/23, 2/14/23, 2/21/23, 2/28/23

Federal Compliance Requirements of the

Immunization Grant No. 5 NH23IP922612-04-00
COVID-19 R2 Grant No. 6 NH23IP922612-02-02
COVID-19 R3 Grant No. 6 NH23IP922612-02-03
COVID-19 R4 Grant No. 6 NH23IP922612-02-04

This section requires LHD Grantee signature to acknowledge that the LHD Grantee has reviewed and understands the Federal Compliance Requirements of all grants listed above. See enclosed copy of the Award Attachments under which these grants are issued.

Joe Lynch, Director Health & Human Services
Print Name and Title of Person Signing

Signature of Person Signing

Date 10/12/22

APPLICATION CONTENTS:

Application Due by 5:00 p.m., (Pacific Standard Time), September 30, 2022		Please Check
Form 1:	Application Cover Sheet/Checklist	☒
Form 2:	Grantee Information Form	☒
Form 3:	Local Project Synopsis	☒
Form 4:	Scope of Work for Local Health Departments/Glossary of Acronyms and Terms	☒
Form 5:	Exhibit B – Budget	☒
Form 6:	Government Agency Taxpayer ID Form	☒

NOTE: The above documents must be completed and submitted with this Application Cover Sheet/Checklist Form. E-mail completed application to izb.admin@cdph.ca.gov by the submission deadline.

RFA: #22-10537
Date: 09/15/2022

Form 2

CDPH Immunization Branch
Grantee Information Form

Date Form Completed: 10/5/2022

Organization

This is the information that will appear on your grant agreement cover page.

Federal Tax ID # 94-6000880 Contract/Grant# (will be assigned by IZ/CDPH)
Data Universal Number System (DUNS) # 071759607
Unique Entity Identifier (UEI) # PNG4LUYEKK53
Official Organization Name Mariposa County Health & Human Services
Mailing Address Post Office Box 5, Mariposa, CA 95338
Street Address (If Different) 5300 Hwy 49 North, Mariposa, CA 95338
County Mariposa
Phone (209) 966-3689 Fax (209) 966-4929
Website margaritaking@mariposacounty.org

Grant Signatory

The ***Grant Signatory*** has authority to sign the grant agreement cover.

Name Joe Lynch
Title Director Health & Human Services
If address(es) are the same as the organization above, just check this box and go to Phone ☐
Mailing Address Post Office Box 99, Mariposa, CA 95338
Street Address (If Different) 5362 Lemee Lane, Mariposa, CA 95338
Phone (209) 966-2000 Fax (209) 966-4929
E-mail jlynch@mariposacounty.org

Project Director

The ***Project Director*** is responsible for all of the day-to-day activities of project implementation and for seeing that all grant requirements are met. This person will be in contact with State Immunization Branch staff, will receive all programmatic, budgetary, and accounting mail for the project and will be responsible for the proper dissemination of program information.

Name Margarita King
Title Public Health Nurse Manager
If address(es) are the same as the organization above, just check this box and go to Phone ☐
Mailing Address Post Office Box 5, Mariposa, CA 95338
Street Address (If Different) 5300 Hwy 49 North, Mariposa, CA 95338

	Phone	(209) 966-3689	Fax	(209) 966-4929
	E-mail	margaritaking@mariposacounty.org		

Payment Receiver

All payments are sent to the attention of this person at the designated address.

Name: Diane Robarge
Title: Administrative Analyst
If address(es) are the same as the organization above, just check this box and go to Phone ☐
Mailing Address: Post Office Box 99, Mariposa, CA 95338
Street Address (If Different): 5362 Lemee Lane, Mariposa, CA 95338
Phone: (209) 742-0953 Fax: (209) 966-4929
E-mail: drobarge@mariposacounty.org

Fiscal Reporter

The ***Fiscal Reporter*** prepares invoices, maintains fiscal documentation and serves as the primary contact for all related questions.

Name: Diane Robarge
Title: Administrative Analyst
If address(es) are the same as the organization above, just check this box and go to Phone ☐
Mailing Address: Post Office Box 99, Mariposa, CA 95338
Street Address (If Different): 5362 Lemee Lane, Mariposa, CA 95338
Phone: (209) 742-0953 Fax: (209) 966-4929
E-mail: drobarge@mariposacounty.org

Fiscal Signatory

The ***Fiscal Signatory*** has signature authority for invoices and all fiscal documentation reports.

Name: Diane Robarge
Title: Administrative Analyst
If address(es) are the same as the organization above, just check this box and go to Phone ☐
Mailing Address: Post Office Box 99, Mariposa, CA 95338
Street Address (If Different): 5362 Lemee Lane, Mariposa, CA 95338
Phone: (209) 742-0953 Fax: (209) 966-4929
E-mail: drobarge@mariposacounty.org

Mariposa County Health
and Human Services
Grant Agreement #: 22-11040
RFA: #22-10537
Date: 09/15/2022

CDPH Immunization Branch Form 3
Local Assistance Grant Application
Local Project Synopsis

Name of Grantee: Mariposa County Public Health

1. DESCRIPTION OF SERVICES TO BE PROVIDED:

Narrative

The Immunization Program (IZP) in Mariposa County Public Health has been an critical part of quality health care in Mariposa County. The local IZP provides administration, education and direct services for the county. Vaccines for infants, children, adolescents and adults are administered in the health department clinic and in numerous outreach events through out the County.

Services that the Mariposa County Public Health include:

- Continue to provide vaccines from the Vaccines For Children (VFC) program for eligible children
  - Weekly VFC Clinics
  - Include Influenza VFC vaccines in Mariposa County Health Department off site outreach influenza vaccine clinics offered in the Flu Season
- Continue to provide adult vaccines such as some 317 to eligible adults; Influenza vaccines, and COVID vaccines
- Provide weekly VFC clinics
- Schedule and provide inlfuenza vaccines throughout the different venues within the County
- For outlying venues such as North County, Wawona areas, offer COVID vaccines with the Influenza Vaccines.
- Continue to assist local providersin accessing vaccines influenza and Covid Vaccines – Yosemite Medical Clinic and John C. Fremont Healthcare District

2. EVALUATION PLANS:

All grantees participate in process evaluation per their Scope of Work activities. Grantees must complete a quarterly grant report detailing their activities.

Evaluation of plans will be submitted quarterly through the grant reports of the Scope of Work activities.

Exhibit A
CDPH Immunization Branch
Scope of Work for Local Health Departments FY 2022-2023

Purpose
The purpose of this grant is to assist local health departments (LHDs) in preventing and controlling vaccine-preventable diseases in the local health jurisdiction (LHJ).

Related Statutes
California Health & Safety Code sections:

- 120130 requires the Local Health Officer to properly report to CDPH those diseases listed as reportable, which include vaccine-preventable diseases.
- 120175 requires the Local Health Officer to take measures as may be necessary to prevent the spread or occurrence of additional cases of reportable diseases (which includes reportable vaccine-preventable diseases).
- 120350 requires Local Health Officers to organize and maintain a program to make available the immunizations required for admittance to childcare facilities and schools.

Services to be Performed by the Grantee
The Grantee is to implement activities to:

- Assess and improve coverage levels in the jurisdiction of all vaccines recommended by the Advisory Committee on Immunization Practices (ACIP) to protect the population.
- Detect, report, and control vaccine-preventable diseases in the jurisdiction.

The LHD must agree to the following inclusive objectives and conduct the following activities. Many of the services to be performed are also conditions for federal funding of the CDPH Immunization Branch (IZB) and/or statutory requirements of State and LHDs. The level of local assistance grant funding to be awarded is not represented as sufficient for support of all the required activities; a significant amount of local support and funding is expected. Local assistance grant funds must not be used to supplant (i.e., replace) local funds currently being expended for immunization services and activities.

Grantee agrees to assign the responsibility of monitoring each program component:
1) Vaccine Accountability and Management; 2) Access to and Utilization of Quality Immunization Services; 3) California Immunization Registry (CAIR); 4) Perinatal Hepatitis B Prevention; 5) Education, Information, Training, and Partnerships; 6) Prevention, Surveillance and Control of Vaccine Preventable Disease (VPD); 7) Childcare and School Immunization Entry Requirements; 8) Influenza; and 9) COVID-19 Vaccination.

Grantee will monitor grant fund expenditures to maximize the utilization of the funding for achieving the goals and objectives. Grant invoices shall be reviewed and submitted quarterly to the CDPH Immunization Branch.

The Immunization Coordinator is required to participate in meetings, webinars, and conference calls as requested by the CDPH Immunization Branch including, but not limited to, the CDPH Immunization Branch's Immunization Coordinators' Meeting, New Immunization Coordinator

Exhibit A
CDPH Immunization Branch
Scope of Work for Local Health Departments FY 2022-2023

Orientation (offered annually and required for all new Immunization Coordinators), regional coordinators' meetings, and conference calls related to influenza, outbreak control, perinatal hepatitis B, changes in policies and procedures, and other important issues.

Exhibit A
CDPH Immunization Branch
Scope of Work for Local Health Departments FY 2022-2023

Area 1. Vaccine Accountability and Management

Goal 1.1: Maintain viability of IZB supplied vaccine to ensure vaccine effectiveness and reduce vaccine waste.	
Required Activities	**Performance Measures**
Goal 1.1 Activity a: Annually, make sure all relevant staff within LHD-operated clinics (routine mass vaccination, or special immunization outreach) are properly trained on current policies and procedures for proper vaccine storage and handling outlined in each participation agreement/addendum for the receipt of IZB-supplied vaccines (317, Vaccines for Children [VFC], state general fund).	1. Updated Vaccine Management Plans for each LHD facility. 2. Completed EZIZ Lessons for Key Practice Staff. 3. Completed training logs (training date, topics, methods, and list of attendees).
Goal 1.1 Activity b: Develop and implement a training plan for provider facilities outside LHDs receiving IZB supplied doses (state or 317 Outbreak). Focus the plan on proper vaccine management, vaccine storage and handling requirements, and administration prior to the distribution of IZB-supplied vaccines.	1. Training plan developed and implemented. 2. Number of completed trainings. 3. Completed training logs (training date, topics, methods, and list of attendees). 4. Training packet completed and available. 5. Number of signed Vaccine Management Plans received and reviewed.
Goal 1.1 Activity c: Develop and implement a plan to verify that providers administering 317 Outbreak and state general fund immunizations outside the LHDs adhere to policies for vaccine management. Conduct Quality Assurance verifications (such as random temperature log review, on-site vaccination clinic assessments, review of vaccine losses, etc.) at least every other year, in a sample of sites receiving vaccines.	1. Developed and implemented Quality Assurance Plan. 2. Completion of Mass Vaccination Hourly Temperature Logs/Electronic Data Files. 3. Temperature Documentation on CDPH provided Logs for all IZB-supplied vaccines/Electronic Temperature Files. 4. Percentage of sites receiving Quality Assurance verifications (minimum sample of 10% of sites receiving vaccines). 5. Number of Completed Quality Assurance verifications.
Goal 1.1 Activity d: Promote and encourage adoption of CDPH and CDC storage and handling guidelines among all healthcare providers providing immunization services in the community.	1. Documentation of storage and handling best practices promotion efforts.

Exhibit A
CDPH Immunization Branch
Scope of Work for Local Health Departments FY 2022-2023

Goal 1.2: Facilitate compliance with current protocols, policies, and procedures for vaccine accountability for LHD facilities and partners that receive IZB-supplied vaccine.	
Activity	**Performance Measures**
Goal 1.2 Activity a: Make sure all relevant staff involved in vaccine ordering, management, and accountability activities within local health department-operated clinics adhere to all program requirements as outlined in the VFC/317 Provider Participation Agreements and Addendums. Complete annual VFC/317 program recertification.	1. Completed annual program recertification and corresponding educational lessons for all key practice staff.
Goal 1.2 Activity b: Promote adherence to eligibility guidelines corresponding to VFC, Section 317, and state general fund vaccines. Upon release of the Immunization Branch's Vaccine Eligibility Guidelines, IMM-1142, disseminate guidance to all relevant staff involved in vaccine ordering, management, and accountability activities within local health department operated pediatric and adult immunization clinics.	1. Documentation of provided guidance.
Goal 1.2 Activity c: Verify that processes are in place such that IZB-supplied (317, VFC, state) vaccines are administered to eligible individuals following outlined eligibility guidelines for each vaccine funding source.	1. Updated LHD protocols, inclusive of eligibility guidelines, for each vaccine funding source.
Goal 1.2 Activity d: Comply with federal policies regarding vaccine distribution. Publicly funded VFC and 317 vaccines must be distributed directly to the location at which the provider will administer the vaccines.	1. Documentation of procedures.

Area 2. Access to and Utilization of Quality Immunization Services

Goal 2.1: Improve access to and receipt of all ACIP-recommended immunizations, especially for low income and underserved community members.	
Required Activities	**Performance Measures**
Goal 2.1 Activity a: Maintain an immunization safety net that includes any LHD resource and referral lists to other programs that connect patients to services.	1. Referral list completed and updated on an annual basis.

Goal 2.1 Activity b: Be responsive to problems Medi-Cal members report related to access to immunization services.[1] Work with the corresponding Medi-Cal Managed Care Plan (MCP) to resolve problems. After attempts to work with MCP, if still unable to resolve, collect details and escalate to Senior Field Representative or other designated Immunization Branch staff person.	1. Maintain log of access problems resolved at local level or reported to CDPH.
Goal 2.1 Activity c: For all *LHD facilities* that are VFC providers, participate in and support provider compliance and quality improvement visits in conjunction with the CDPH Immunization Branch. Assist with the implementation of corrective action plans, strategies to reduce missed opportunities for vaccination, and linkage/referral to medical homes.	1. Number of LHD clinics with corrective actions that were all completed within the specified time frame on the VFC Compliance Visit Report.

Area 3. California Immunization Registry (CAIR)[2]

Goal 3.1 Promote and optimize[3] the use of CAIR in the jurisdiction	
Required Activities	**Performance Measures**
Goal 3.1 Activity a: Enter all IZB-supplied vaccine doses administered by LHD or partners, including influenza doses, into CAIR.	1. Number of LHD clinics participating in CAIR/ number all LHD clinics. 2. Percentage of LHD clinic doses entered into the registry within 14 days. 3. Number of state flu doses entered by end of flu season/number state flu doses administered. 4. CAIR ID list submitted to CDPH.
Goal 3.1 Activity b: For LHDs with primary care clinics, use manage patient status functionality to remove inactive patients at least once a year.	1. Inactive patients marked as inactive in CAIR.
Goal 3.1 Activity c: In LHD primary care clinics, utilize CAIR data to identify and	1. Low infant or adolescent CAIR coverage rate identified and improved.

[1] Requirements for Medi-Cal immunization services are summarized here: http://izcoordinators.org/vaccine-programs/medi-cal-and-pharmacy-resources/

[2] CAIR refers to the statewide system that will connect CAIR2 with the San Diego Immunization Registry and Healthy Futures.

[3] If have EHR, move from manual data entry to data exchange (upload from EHR) to bidirectional data exchange. See https://cairweb.org/docs/CAIR2-Communications/IMM-1266.pdf and https://cairweb.org/docs/CAIR2-Communications/IMM-1260.pdf

Exhibit A
CDPH Immunization Branch
Scope of Work for Local Health Departments FY 2022-2023

improve low or lagging infant or adolescent vaccination coverage levels.	
Goal 3.1 Activity d: Review monthly CAIR usage reports[4] to identify priority non-participating VFC sites that need to be recruited/retained. Communicate priority sites to Local CAIR Rep (LCR).	1. Number of VFC Sites identified for priority recruitment/retention contact.
Goal 3.1 Activity e (required): Invite CAIR staff[5] to participate in local provider trainings in order to promote CAIR.	1. Number of trainings with CAIR participation/number of trainings held.

Goal 3.2: Connect local Immunization Information Systems (IIS) to CAIR (for San Joaquin County only)	
Required Activities	**Performance Measures**
Goal 3.2 Activity a: Implement data sharing with CAIR2, including: • Attend scheduled planning meetings with CAIR2 staff. • Comply with agreed upon timelines. • Complete data transfer testing, including both inbound to CAIR2 and outbound back to local IIS. • Share bulk historical loads of existing patients and immunizations to CAIR2 to initiate data sharing.	1. Full historical data load completed.
Goal 3.2 Activity b: Initiate and maintain ongoing electronic data sharing with CAIR2.	1. Ongoing data sharing continues.

Area 4. Perinatal Hepatitis B Prevention

Goal 4.1: Reduce the incidence of perinatal hepatitis B virus (HBV) infection in the jurisdiction. *Note: Coordinate perinatal HBV prevention efforts with your LHD's Maternal Child and Adolescent Health (MCAH) program, as activities 4.1a-4.1c may also help fulfill Title V requirements and MCAH Scope of Work Activities.*	
Required Activities	**Performance Measures**
Goal 4.1 Activity a: Educate medical providers and hospital staff about the screening, care, and reporting of pregnant	1. Percentage of HBsAg-positive pregnant women identified in the reporting period who were enrolled prior to delivery.

[4] Monthly CAIR usage reports for VFC providers are posted here: http://izcoordinators.org/cair-reports/.

[5] "CAIR staff" includes CAIR2 and local registry staff.

Exhibit A
CDPH Immunization Branch
Scope of Work for Local Health Departments FY 2022-2023

women who test positive for hepatitis B and their infants according to the guidance outlined below: Guidance for Prenatal Providers Guidance for Labor and Delivery Hospitals Guidance for Pediatric Providers	2. Percentage of HBsAg-positive pregnant women identified in the reporting period with an HBV DNA test result during pregnancy. 3. Percentage of PEP errors in the reporting period with completed LHJ follow-up.
Goal 4.1 Activity b: Educate identified HBsAg-positive pregnant women about their HBV status and provide the appropriate information on prevention of perinatal hepatitis B transmission, based on current ACIP recommendations and the guidance outlined below: Perinatal Hepatitis B Prevention Program Coordinator Handbook *Note: Even if you had no cases in the previous period you are still required to complete this activity so that you are prepared if there is a case in the future.*	1. Number of HBsAg positive pregnant women identified and contacted.
Goal 4.1 Activity c: Collect and submit requested data to CDPH on HBsAg-positive pregnant women and their infants according to the guidance outlined below: Perinatal Hepatitis B Prevention Program Coordinator Handbook	1. Percentage of infants born to HBsAg-positive mothers in the reporting period who received PEP according to ACIP recommendations. 2. Percentage of infants born to HBsAg-positive mothers who completed the HBV vaccine series by 12 months of age. 3. Percentage of infants born to HBsAg-positive mothers who have completed PVS testing by 24 months of age. 4. Percentage of infants closed to case management with complete information within 24 months.

Area 5. Education, Information, Training, and Partnerships

Goal 5.1: Provide and/or promote educational activities and information to health care providers, schools and childcare centers, and other immunization stakeholders to promote best practices for immunizations and the importance of timely vaccinations.	
Required Activities	**Performance Measures**
Goal 5.1 Activity a: Based on local priorities and resources, disseminate print and/or electronic communications among providers, school, general public and other immunization stakeholders in their jurisdiction.	1. Summary of efforts conducted to distribute materials in print or electronically to immunization stakeholders. 2. Target date for completion of summary.

Exhibit A
CDPH Immunization Branch
Scope of Work for Local Health Departments FY 2022-2023

Note: Depending on funding, CDPH may offer select hard-copy materials to all VFC Providers through the Online VFC store. If the VFC store is available, LHDs may choose to refer VFC providers in their jurisdiction to order select materials from the VFC store instead. CDPH will inform LHDs on centralized communication activities from the Immunization Branch (e.g., print materials to VFC providers; electronic communications and resources to VFC providers, schools, pharmacies, and community-based organizations/other stakeholders; and traditional media/social media activities to reach the general public). LHDs may supplement any gaps in communication with local efforts. Contact the Information & Education Section if you would like to learn more about the Immunization Branch's centralized communication vehicles and activities.	

Goal 5.2: Develop partnerships and collaborative activities in order to expand immunization services, promote best practices and improve coverage rates among children, adolescent and adults.	
Required Activities	**Performance Measures**

Goal 5.2 Activity a: Engage with at least 3 types of partners in conducting educational activities or trainings.
 	
Notes:
• *Partnership engagement should be based on commitment to perform agreed-upon activities (e.g., joint training, mass vaccination clinic, collaboration to include immunization messaging in communications or event, promotional efforts).*
• *LHJ will engage with at least one "provider" partner, one "school" partner and one "social service or other" partner:*
  ○ *"Provider partner" may include hospitals, federally qualified health centers (FQHCs), long term care facilities, birth facilities, professional associations (local ACOG chapter), pharmacies, health plans and community clinics.*
  ○ *"School partner" may include childcare providers, school or school district, County Department of Education, college, school nurses' association or other school-related organizations.*
  ○ *"Social service and other partners" may include WIC, MCAH, social service agencies, migrant health, homeless shelters, drug-treatment centers, jails, faith-based organizations, local business or community-based organizations.*
	1. Number of partner types (provider, school, social service/other partners) engaged with.
	2. Summary of activities conducted with each partner type.
	3. Summary of activities conducted with new partners.

Exhibit A
CDPH Immunization Branch
Scope of Work for Local Health Departments FY 2022-2023

Area 6. Prevention, Surveillance and Control of Vaccine Preventable Disease (VPD)

Goal 6.1: Conduct surveillance to identify VPD cases and/or outbreaks, and implement recommended prevention and control activities.	
Required Activities	**Performance Measures**
Goal 6.1 Activity a: Ensure that appropriate clinical specimens are tested, and relevant epidemiologic information is collected for VPDs requiring immediate public health action.	1. Percentage of measles PCR positive specimens submitted for molecular characterization. 2. Percentage of Neisseria meningitidis positive specimens/isolates submitted for molecular characterization.
Goal 6.1 Activity b: Implement appropriate public health activities for the control and prevention of cases and/or outbreaks of VPDs that are reportable to CDPH in accordance with CDPH recommendations.	1. Quarterly review of Quicksheets with applicable staff completed. 2. Percentage of infant pertussis cases <4 months of age with documentation of mother's prenatal care provider information (name and city of prenatal care provider). 3. Percentage of infant pertussis cases <4 months of age for whom maternal Tdap status is known. 4. Percentage of providers reached[6] who provided prenatal care to a woman whose infant developed pertussis. Reaching the provider is only required if the woman never got Tdap during this pregnancy or did not receive Tdap at 27-36 weeks gestation.[7]
Goal 6.1 Activity c: Obtain vaccine and assist with the organization and implementation of efforts to vaccinate	1. Completed outbreak response request[8] with plan for doses and target population (as appropriate).

[6] Sending a letter re: standard of care is the minimum acceptable communication, with copy to your LHD Maternal Child and Adolescent Health (MCAH) program. See *Template Letter for Prenatal Care Providers with Pregnant Patients that did not Receive Prenatal Tdap Appropriately and Infants Developed Pertussis*

[7] Please note: If a practice decides to modify or reduce the number of prenatal care visits due to the COVID-19 pandemic, ACOG encourages clinicians to include recommended maternal immunizations (influenza and Tdap) during remaining in-person appointments, even if that means immunizations will be administered outside of the typically recommended weeks of gestation. Please make note of any clinic modifications in the notes field in the maternal immunizations section in CalREDIE.

[8] The Immunization Branch provides a form for requesting vaccine from CDPH.

susceptible individuals, if appropriate, in the context of a VPD outbreak and exposure.	

Goal 6.2: Collect and submit requested data to CDPH on VPD cases and outbreaks.	
Required Activities	**Performance Measures**
Goal 6.2 Activity a: Report VPDs and other conditions reportable to CDPH Immunization Branch per CDPH instructions listed here: ReportingGuidanceForLHJs	1. Percentage of measles cases reported immediately to CDPH. 2. Percent of meningococcal disease cases in high school and college students reported immediately to CDPH. 3. Percentage of case reports submitted to CDPH via an electronic communicable disease reporting system (CalREDIE or other) in the recommended timeframe. 4. Percentage of VPD cases with appropriate resolution status assigned, as per CSTE case definition. 5. Percentage of VPD cases with complete data.
Goal 6.2 Activity b: Collect and submit CDPH-requested VPD case and outbreak data.	1. Percentage of confirmed hepatitis A cases for whom hepatitis A risk factors are known. 2. Percentage of meningococcal disease cases aged 14-24 years for whom high school or college attendance status is known.

Area 7. Childcare and School Immunization Entry Requirements

Goal 7.1: Decrease the proportion of pupils who are overdue for required immunizations or admitted conditionally.	
Required Activities	**Performance Measures**
Goal 7.1 Activity a: Provide guidance, training, and support for compliance with entry immunization requirements by all childcare centers and schools within the jurisdiction.	1. Percentage of schools with kindergarteners in the jurisdiction that have completed the annual immunization assessment.
Goal 7.1 Activity b: At least annually, visit schools with 10 or more kindergarteners that reported > 10% were either conditionally admitted or overdue for required immunization;	1. Percentage of schools that meet the definition of "targeted schools" [9]

[9] "Targeted schools are schools with 10 or more kindergarteners that reported greater than 10% of students conditionally admitted and/or overdue for required immunization.

provide guidance and support follow-up until these students are up to date.	Target 2022-2023 School Year: Less than 3% of schools have >10% of kindergarteners either conditional or overdue.

Area 8. Influenza

Goal 8.1: Strengthen capacity to protect against seasonal influenza and to prepare for a pandemic.	
Required Activities	**Performance Measures**
Goal 8.1 Activity a: To assist your LHD emergency preparedness lead in fulfilling its emergency preparedness grant requirements, utilize IZB-supplied influenza vaccine or other 317-funded[10]vaccines to support at least one mass immunization exercise/year. Confirm your LHD emergency preparedness program has entered all doses into CAIR within 14 days of administration, as per the emergency preparedness grant requirement.	1. Mass vaccination exercise completed by local health department, including immunization and preparedness program staff.
Goal 8.1 Activity b: Utilize IZB-supplied influenza vaccine to immunize jurisdiction against influenza; doses may be shared with local partners.	1. Number of doses of influenza vaccine administered. Target # of doses must be at least 90% of previous season's total doses.

Area 9. COVID-19 Vaccination

Goal 9.1: Organize an effective COVID-19 vaccination response at the local level.	
Required Activities	**Performance Measures**
Goal 9.1 Activity a: Develop and implement a COVID-19 vaccination plan that ensures equitable vaccination access and encourages widespread vaccine acceptance and uptake.	1. Percentage of target number of individuals vaccinated, or target number of doses administered, for each focus population, as described in your Vaccination Equity Workplan. *(Note: LHDs will not be penalized for not reaching their targets but will be required to describe challenges faced in reaching targets and describe how they will address these challenges.)*

[10] If the LHD would like to use Pan Flu Funding or other emergency preparedness funding for vaccine purchase, please reach out to the Immunization Branch with your request.

Exhibit A
CDPH Immunization Branch
Scope of Work for Local Health Departments FY 2022-2023

	2. Completion of COVID-specific activity progress report. Template provided by IZB-CDPH. 3. Participation in periodic meetings with IZB-CDPH staff.
Goal 9.1 Activity b: Respond to requests from IZB-CDPH for information on local efforts and plans to address vaccine hesitancy, improve vaccine access, reach vulnerable populations, and vaccinate adolescents and children 5-11 years of age, during Phase 3 of the vaccine rollout.	1. Response to requests for information from IZB-CDPH as needed.

Glossary of Acronyms and Terms

Abbreviation or term	Definition
317 vaccine	Vaccine provided to LHD clinics and partners for uninsured adults and for outbreak purposes.
ACIP	Advisory Committee on Immunization Practices
ACOG	American College of Obstetricians and Gynecologists
AFIX	Assessment, Feedback, Incentive, eXchange
AFM	Acute Flaccid Myelitis
ARNOLD	Advanced Results Notification and On-Line Delivery (within CalREDIE)
CAIR	California Immunization Registry
CalREDIE	California Reportable Disease Information Exchange
CDC	Centers for Disease Control and Prevention
CDPH	California Department of Public Health
COVID-19	Coronavirus Disease 2019
CPSP	Comprehensive Perinatal Services Program
CSTE	Council of State and Territorial Epidemiologists

Exhibit A
CDPH Immunization Branch
Scope of Work for Local Health Departments FY 2022-2023

DNA	Deoxyribonucleic Acid
eCR	Electronic Case Reporting
EHR	Electronic Health Record
ELR	Electronic Laboratory Reporting
EZIZ	An Immunization Branch-operated website (eziz.org) with immunization training and resource materials.
FQHC	Federally Qualified Health Center
HBsAg	Hepatitis B Surface Antigen
HBV	Hepatitis B Vaccine
HL7	Health Level 7 (standards for data exchange)
HPV	Human papillomavirus
IgM	Immunoglobulin
IIS	Immunization Information System
IQIP	Immunization Quality Improvement for Providers
ISI	Immunization Skills Institute
IZ	Immunization
IZB	Immunization Branch (of CDPH)
IZB-supplied vaccine	Vaccine ordered through the CDPH Immunization Branch and supplied to LHD clinics or partners using state or federal (VFC and 317) funding sources.
LCR	Local CAIR representative (on CDPH IZB staff)
LHD	Local Health Department
LHD Primary Care Clinic	Clinic run or housed in LHD that serves as a medical home for its patients. Includes federally qualified health centers or look-alikes that are operated or housed in LHDs
LHJ	Local Health Jurisdiction

Exhibit A
CDPH Immunization Branch
Scope of Work for Local Health Departments FY 2022-2023

MA	Medical Assistant
MCAH	Maternal Child and Adolescent Health
MCP	Medi-Cal Managed Care Plan
MDL	Microbial Diseases Laboratory
MOU	Memorandum of Understanding
NIAM	National Immunization Awareness Month
NIVW	National Influenza Vaccine Week
OBGYN	Obstetrics and Gynecology
PBE	Personal Belief Exemption
PCR	Polymerase Chain Reaction
PEP	Post Exposure Prophylaxis
PHPP	Perinatal Hepatitis B Prevention Program
PVS	Post-Vaccination Serology
PVW	Preteen Vaccine Week
SGF	State General Fund
TB	Tuberculosis
Tdap	Tetanus, Diphtheria, and Pertussis
TK/K	Transitional Kindergarten/Kindergarten
VFC	Vaccines for Children Program
VPDs	Vaccine-Preventable Disease(s)
VRDL	Viral and Rickettsial Disease Laboratory (of CDPH)
WIC	Women, Infants, and Children

Mariposa County Health
and Human Services
Grant Agreement #: 22-11040
RFA: #22-10537
Date: 09/15/2022

Form 5

CDPH Immunization Branch
Local Assistance Grant Funds

Exhibit B - Budget

	Budget (*Year 1) 07/01/2022 to 06/30/2023	Budget (**Year 2) 07/01/2023 to 06/30/2024	Budget (**Year 3) 07/01/2024 to 06/30/2025	Budget (**Year 4) 07/01/2025 to 06/30/2026	Budget (**Year 5) 07/01/2026 to 06/30/2027
I. County of Mariposa	$ 601,764.73	$ 34,075.00	$ 34,075.00	$ 34,075.00	$ 34,075.00
II. (Subgrantee, if any)_____	$ -	$ -	$ -	$ -	$ -
Total	$ 601,764.73	$ 34,075.00	$ 34,075.00	$ 34,075.00	$ 34,075.00

***CDPH Immunization Program will provide funding source information as it becomes available each fiscal year.*

Total Funding for 5-Year Term:	**$ 738,064.73**

Exhibit B
Budget Detail and Payment Provisions

1. Invoicing and Payment

A. Upon completion of project activities as provided in Exhibit A Grant Application/Attachment 1 Grantee Written Modification, and upon receipt and approval of the invoices, the State agrees to reimburse the Grantee for activities performed and expenditures incurred in accordance with the total amount of this agreement.

B. Invoices shall include the Grant Number and shall be submitted electronically or in triplicate not more frequently than monthly in arrears to:

Rossana B. Anglo-Ordonez
California Department of Public Health
Immunization Branch
850 Marina Bay Pkwy., Bldg. P, 2nd Floor
Richmond, CA 94804

C. Invoices shall:

1) Be prepared on Grantee letterhead. If invoices are not on produced letterhead invoices must be signed by an authorized official, employee or agent certifying that the expenditures claimed represent activities performed and are in accordance with Exhibit A Grant Application under this Grant.
2) Bear the Grantee's name as shown on the Grant.
3) Identify the billing and/or performance period covered by the invoice.
4) Itemize costs for the billing period in the same or greater level of detail as indicated in this Grant. Subject to the terms of this Grant, reimbursement may only be sought for those costs and/or cost categories expressly identified as allowable and approved by CDPH.

D. Amount awarded under this Grant is identified in the CDPH 1229 Grant Agreement.

2. Budget Contingency Clause

A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to fulfill any provisions of this Agreement.

B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State or offer an agreement amendment to Grantee to reflect the reduced amount.

Exhibit B
Budget Detail and Payment Provisions

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

4. Timely Submission of Final Invoice

A. A final undisputed invoice shall be submitted for payment no more than sixty (60 calendar days following the expiration or termination date of this Grant, unless a later or alternate deadline is agreed to in writing by the program grant manager. Said invoice should be clearly marked "Final Invoice", indicating that all payment obligations of the State under this Grant have ceased and that no further payments are due or outstanding.

B. The State may, at its discretion, choose not to honor any delinquent final invoice if the Grantee fails to obtain prior written State approval of an alternate final invoice submission deadline.

5. Travel and Per Diem Reimbursement

Any reimbursement for necessary travel and per diem shall, unless otherwise specified in this Agreement, be at the rates currently in effect, as established by the California Department of Human Resources (Cal HR). If the Cal HR 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. No travel outside the State of California shall be reimbursed without prior authorization from the CDPH. Verbal authorization should be confirmed in writing. Written authorization may be in a form including fax or email confirmation.

EXHIBIT C

STANDARD GRANT CONDITIONS

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

2. **AMENDMENT:** No amendment or variation of the terms of this Grant shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or Agreement not incorporated in the Grant is binding on any of the parties. In no case shall the Department materially alter the scope of the Project set forth in Exhibit A.

3. **ASSIGNMENT:** This Grant is not assignable by the Grantee, either in whole or in part, without the written consent of the Grant Manager in the form of a written amendment to the Grant.

4. **AUDIT:** Grantee agrees that the Department, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to this Grant. Grantee agrees to maintain such records for a possible audit for a minimum of three (3) years after final payment or completion of the project funded with this Grant, unless a longer period of records retention is stipulated. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Grantee agrees to include a similar right of the State to audit records and interview staff in any subcontract related to the project.

5. **CONFLICT OF INTEREST:** Grantee certifies that it is in compliance with all applicable state and/or federal conflict of interest laws.

6. **INDEMNIFICATION**: Grantee agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the project, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Grantee in the performance of any activities related to the Project.

7. **FISCAL MANAGEMENT SYSTEMS AND ACCOUNTING STANDARDS:** Grantee agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit tracing of all grant funds to a level of expenditure adequate to establish that such funds have not been used in violation of any applicable state or federal law, or the provisions of this Grant. Grantee further agrees that it will maintain separate Project accounts in accordance with generally accepted accounting principles.

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

9. **INCOME RESTRICTIONS:** Grantee agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Grantee under this Grant shall be paid by the Grantee to the Department, to the extent that they are properly allocable to costs for which the Grantee has been reimbursed by the Department under this Grant.

10. **INDEPENDENT CONTRACTOR:** Grantee, and its agents and employees of Grantee, in the performance of the Project, shall act in an independent capacity and not as officers, employees or agents of the Department.

11. **MEDIA EVENTS:** Grantee shall notify the Department's Grant Manager in writing at least twenty (20) working days before any public or media event publicizing the accomplishments and/or results of the Project and provide the opportunity for attendance and participation by Department's representatives.

12. **NO THIRD-PARTY RIGHTS:** The Department and Grantee do not intend to create any rights or remedies for any third- party as a beneficiary of this Grant or the project.

13. **NOTICE:** Grantee shall promptly notify the Department's Grant Manager in writing of any events, developments or changes that could affect the completion of the project or the budget approved for this Grant.

14. **PROFESSIONALS:** Grantee agrees that only licensed professionals will be used to perform services under this Grant where such services are called for.

15. **RECORDS:** Grantee certifies that it will maintain Project accounts in accordance with generally accepted accounting principles. Grantee further certifies that it will comply with the following conditions for a grant award as set forth in the Request for Applications (Exhibit D) and the Grant Application (Exhibit A).

    A. Establish an official file for the Project which shall adequately document all significant actions relative to the Project;
    B. Establish separate accounts which will adequately and accurately depict all amounts received and expended on this Project, including all grant funds received under this Grant;
    C. Establish separate accounts which will adequately depict all income received which is attributable to the Project, especially including any income attributable to grant funds disbursed under this Grant;
    D. Establish an accounting system which will adequately depict final total costs of the Project, including both direct and indirect costs; and,
    E. Establish such accounts and maintain such records as may be necessary for the state to fulfill federal reporting requirements, including any and all reporting requirements under federal tax statutes or regulations.

16. **RELATED LITIGATION:** Under no circumstances may Grantee use funds from any disbursement under this Grant to pay for costs associated with any litigation between the Grantee and the Department.

17. RIGHTS IN DATA: Grantee and the Department agree that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work submitted under Exhibit A in the performance of the Project funded by this Grant shall be in the public domain. Grantee may disclose, disseminate and use in whole or in part, any final form data and information received, collected, and developed under this Project, subject to appropriate acknowledgment of credit to the Department for financial support. Grantee shall not utilize the materials submitted to the Department (except data) for any profit making venture or sell or grant rights to a third-party who intends to do so. The Department has the right to use submitted data for all governmental purposes.

18. VENUE: (This provision does not apply to Local Governmental Entities)

The Department and Grantee agree that any action arising out of this Grant shall be filed and maintained in the Superior Court, California. Grantee waives any existing sovereign immunity for the purposes of this Grant, if applicable.

19. STATE-FUNDED RESEARCH GRANTS:

A. Grantee shall provide for free public access to any publication of a department-funded invention or department-funded technology. Grantee further agrees to all terms and conditions required by the California Taxpayer Access to Publicly Funded Research Act (Chapter 2.5 (commencing with Section 13989) of Part 4.5 of Division 3 of Title 2 of the Government Code).

B. As a condition of receiving the research grant, Grantee agrees to the following terms and conditions which are set forth in Government Code section 13989.6 ("Section 13989.6"):

1) Grantee is responsible for ensuring that any publishing or copyright agreements concerning submitted manuscripts fully comply with Section 13989.6.

2) Grantees shall report to the Department the final disposition of the research grant, including, but not limited to, if it was published, when it was published, where it was published, when the 12-month time period expires, and where the manuscript will be available for open access.

3) For a manuscript that is accepted for publication in a peer-reviewed journal, the Grantee shall ensure that an electronic version of the peer-reviewed manuscript is available to the department and on an appropriate publicly accessible database approved by the Department, including, but not limited to, the University of California's eScholarship Repository at the California Digital Library, PubMed Central, or the California Digital Open Source Library, to be made publicly available not later than 12 months after the official date of publication. Manuscripts submitted to the California Digital Open Source Library shall be exempt from the requirements in subdivision (b) of Section 66408 of the Education Code. Grantee shall make reasonable efforts to comply with this requirement by ensuring that their manuscript is accessible on an approved publicly accessible database, and notifying the Department that the manuscript is available on a department-approved database. If Grantee is unable to ensure that their manuscript is accessible on an approved publicly accessible database, Grantee may comply by providing the manuscript to the Department not later than 12 months after the official date of publication.

4) For publications other than those described inparagraph B.3 above,, including meeting abstracts, Grantee shall comply by providing the manuscript to the Department not later than 12 months after the official date of publication.

5) Grantee is authorized to use grant money for publication costs, including fees charged by a publisher for color and page charges, or fees for digital distribution.

Mariposa County Health and Human Services
Grant Agreement #: 22-11040
Total Pages: 65

EXHIBIT D

REQUEST FOR APPLICATION #22-10537

State of California-Health and Human Services Agency

California Department of Public Health
1616 Capitol Ave., Suite 74.262
P.O. Box 997377, MS 1800
Sacramento, CA 95899-7377
www.cdph.ca.gov

Submit

GOVERNMENT AGENCY TAXPAYER ID FORM

The principal purpose of the information provided is to establish the unique identification of the government entity.

Instructions: You may submit one form for the principal government agency and all subsidiaries sharing the same TIN. Subsidiaries with a different TIN must submit a separate form. Fields bordered in red are required. Please print the form to sign prior to submittal. You may email the form to: GovSuppliers@cdph.ca.gov or fax it to (916) 650-0100, or mail it to the address above.

Principal Government Agency Name: Mariposa County Health & Human Services

Remit-To Address (Street or PO Box): Post Office Box 99, 5362 Lemee Lane,

City: Mariposa State: CA Zip Code+4: 95338

Government Type:
- ☐ City
- ☐ Special District
- ☐ Other (Specify)
- ■ County
- ☐ Federal

Federal Employer Identification Number (FEIN): 94-6000880

List other subsidiary Departments, Divisions or Units under your principal agency's jurisdiction who share the same FEIN and receives payment from the State of California.

FI$Cal ID# (if known)	Dept/Division/Unit Name	Complete Address

---

Contact Person: Diane Robarge Title: Administrative Analyst

Phone number: (209) 742-0953 E-mail address: drobarge@mariposacounty.org

Signature: Diane L Robarge Date: 10/5/22

Exhibit E
Additional Provisions

1. Cancellation / Termination

A. This Grant may be cancelled by CDPH without cause upon thirty (30) calendar days advance written notice to the Grantee.

B. CDPH reserves the right to cancel or terminate this Grant immediately for cause. The Grantee may submit a written request to terminate this Grant only if CDPH substantially fails to perform its responsibilities as provided herein.

C. The term "for cause" shall mean that the Grantee fails to meet the terms, conditions, and/or responsibilities of this agreement. Causes for termination include, but are not limited to the following occurrences:

1) If the Grantee knowingly furnishes any statement, representation, warranty, or certification in connection with the agreement, which representation is materially false, deceptive, incorrect, or incomplete.

2) If the Grantee fails to perform any material requirement of this Grant or defaults in performance of this agreement.

3) If the Grantee files for bankruptcy, or if CDPH determines that the Grantee becomes financially incapable of completing this agreement.

D. Grant termination or cancellation shall be effective as of the date indicated in CDPH's notification to the Grantee. The notice shall stipulate any final performance, invoicing or payment requirements.

E. In the event of early termination or cancellation, the Grantee shall be entitled to compensation for services performed satisfactorily under this agreement and expenses incurred up to the date of cancellation and any non-cancelable obligations incurred in support of this Grant.

F. In the event of termination, and at the request of CDPH, the Grantee shall furnish copies of all proposals, specifications, designs, procedures, layouts, copy, and other materials related to the services or deliverables provided under this Grant, whether finished or in progress on the termination date.

G. The Grantee will not be entitled to reimbursement for any expenses incurred for services and deliverables pursuant to this agreement after the effective date of termination.

H. Upon receipt of notification of termination of this Grant, and except as otherwise specified by CDPH, the Grantee shall:

1) Place no further order or subgrants for materials, services, or facilities.

2) Settle all outstanding liabilities and all claims arising out of such termination of orders and subgrants.

Exhibit E
Additional Provisions

3) Upon the effective date of termination of the Grant and the payment by CDPH of all items properly changeable to CDPH hereunder, Grantee shall transfer, assign and make available to CDPH all property and materials belonging to CDPH, all rights and claims to any and all reservations, grants, and arrangements with owners of media/PR materials, or others, and shall make available to CDPH all written information regarding CDPH's media/PR materials, and no extra compensation is to be paid to Grantee for its services.

4) Take such action as may be necessary, or as CDPH may specify, to protect and preserve any property related to this agreement which is in the possession of the Grantee and in which CDPH has or may acquire an interest.

I. CDPH may, at its discretion, require the Grantee to cease performance of certain components of the Scope of Work as designated by CDPH and complete performance of other components prior to the termination date of the Grant.

2. Avoidance of Conflicts of Interest by Grantee

A. CDPH intends to avoid any real or apparent conflict of interest on the part of the Grantee, subgrants, or employees, officers and directors of the Grantee or subgrants. Thus, CDPH reserves the right to determine, at its sole discretion, whether any information, assertion or claim received from any source indicates the existence of a real or apparent conflict of interest; and, if a conflict is found to exist, to require the Grantee to submit additional information or a plan for resolving the conflict, subject to CDPH review and prior approval.

B. Conflicts of interest include, but are not limited to:

1) An instance where the Grantee or any of its subgrants, or any employee, officer, or director of the Grantee or any subgrant or has an interest, financial or otherwise, whereby the use or disclosure of information obtained while performing services under the grant would allow for private or personal benefit or for any purpose that is contrary to the goals and objectives of the grant.

2) An instance where the Grantee's or any subgrant's employees, officers, or directors use their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family, business or other ties.

C. If CDPH is or becomes aware of a known or suspected conflict of interest, the Grantee will be given an opportunity to submit additional information or to resolve the conflict. A Grantee with a suspected conflict of interest will have five (5) working days from the date of notification of the conflict by CDPH to provide complete information regarding the suspected conflict. If a conflict of interest is determined to exist by CDPH and cannot be resolved to the satisfaction of CDPH, the conflict will be grounds for terminating the grant. CDPH may, at its discretion upon receipt of a written request from the Grantee, authorize an extension of the timeline indicated herein.

Exhibit E
Additional Provisions

3. Dispute Resolution Process

A. A Grantee grievance exists whenever there is a dispute arising from CDPH's action in the administration of an agreement. If there is a dispute or grievance between the Grantee and CDPH, the Grantee must seek resolution using the procedure outlined below.

1) The Grantee should first informally discuss the problem with the CDPH Program Grant Manager. If the problem cannot be resolved informally, the Grantee 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 Grantee'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 Grantee. The Branch Chief shall respond in writing to the Grantee indicating the decision and reasons therefore. If the Grantee disagrees with the Branch Chief's decision, the Grantee may appeal to the second level.

2) When appealing to the second level, the Grantee must prepare an appeal indicating the reasons for disagreement with Branch Chief's decision. The Grantee shall include with the appeal a copy of the Grantee'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 Grantee 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 Grantee within twenty (20) working days of receipt of the Grantee's second level appeal.

B. If the Grantee wishes to appeal the decision of the Deputy Director of the division in which the branch is organized or his/her designee, the Grantee shall follow the procedures set forth in Division 25.1 (commencing with Section 38050) of the Health and Safety Code and the regulations adopted thereunder. (Title 1, Division 2, Chapter 2, Article 3 (commencing with Section 1140) of the California Code of Regulations).

C. Disputes arising out of an audit, examination of an agreement or other action not covered by subdivision (a) of Section 20204, of Chapter 2.1, Title 22, of the California Code of Regulations, and for which no procedures for appeal are provided in statute, regulation or the Agreement, shall be handled in accordance with the procedures identified in Sections 51016 through 51047, Title 22, California Code of Regulations.

D. Unless otherwise stipulated in writing by CDPH, all dispute, grievance and/or appeal correspondence shall be directed to the CDPH Grant Manager.

E. There are organizational differences within CDPH's 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 Grantee shall be notified in writing by the CDPH Grant Manager of the level, name, and/or title of the appropriate management official that is responsible for issuing a decision at a given level.

Exhibit E
Additional Provisions

4. Executive Order N-6-22 - Economic Sanctions

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

Prior to awarding and executing grant, the State shall conduct its due diligence to determine if the proposed awardee is a named individual or entity on federal and any state Economic Sanctions lists. If the proposed awardee is listed, the State shall refrain from entering into the Grant. Resources for locating names of sanctioned individuals and entities are available on the DGS Office of Legal Services' webpage: Ukraine-Russia (ca.gov).

If this Agreement is valued at $5 million or more, upon execution the State will send a separate notification outlining additional requirements specified under the EO. Compliance with this Economic Sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (https://home.treasury.gov/policy-issues/financial-sanctions/sanctionsprograms-and-country-information/ukraine-russia-related-sanctions). Failure to comply may result in the termination of this Agreement.

Exhibit F
Federal Terms and Conditions

(For Federally Funded Grant Agreements)

This exhibit contains provisions that require strict adherence to various contracting laws and policies.

Index of Special Terms and Conditions

1. Federal Funds
2. Federal Equal Employment Opportunity Requirements
3. Debarment and Suspension Certification
4. Covenant Against Contingent Fees
5. Lobbying Restrictions and Disclosure Certification
6. Additional Restrictions
7. Human Subjects Use Requirments
8. Audit and Record Retention
9. Federal Requirements

1. Federal 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. CDPH 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.

2. Federal Equal Opportunity Requirements

(Applicable to all federally funded grants entered into by the California Department of Public Health (CDPH) formerly known as California Department of Health Services (CDHS).)

a. The Grantee 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 Grantee 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 Grantee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or CDPH, 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 Grantee'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 Grantee will, in all solicitations or advancements for employees placed by or on behalf of the Grantee, 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 Grantee 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 Grantee'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 Grantee 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 Grantee will furnish all information and reports required by Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and the Rehabilitation Act of 1973, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the State and its designated representatives and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

f. In the event of the Grantee'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 Grantee may be declared ineligible for further federal and state contracts in accordance with procedures authorized in Federal Executive Order No. 11246 as amended and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

g. The Grantee 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 the 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 subgrantee or vendor. The Grantee will take such action with

respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs or CDPH may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event the Grantee becomes involved in, or is threatened with litigation by a subgrantee or vendor as a result of such direction by CDPH, the Grantee may request in writing to CDPH, 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.

3. Debarment and Suspension Certification

a. By signing this Grant, the Grantee agrees to comply with applicable federal suspension and debarment regulations including, but not limited to 7 CFR Part 3017, 45 CFR 76, 40 CFR 32 or 34 CFR 85.

b. By signing this Grant, the Grantee 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) 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;

(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) 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.

(6) 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 Grantee is unable to certify to any of the statements in this certification, the Grantee shall submit an explanation to the CDPH Program Contract Manager.

d. The terms and definitions herein have the meanings set out in the Definitions and Coverage sections of the rules implementing Federal Executive Order 12549.

e. If the Grantee knowingly violates this certification, in addition to other remedies available to the Federal Government, the CDPH may terminate this Agreement for cause or default.

4. Covenant Against Contingent Fees

The Grantee warrants that no person or selling agency has been employed or retained to solicit/secure this Grant 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 Grantee for the purpose of securing business. For breach or violation of this warranty, CDPH shall have the right to annul this Grant without liability or in its discretion to deduct from the Grant price or consideration, or otherwise recover, the full amount of such commission, percentage, and brokerage or contingent fee.

5. Lobbying Restrictions and Disclosure Certification

(Applicable to federally funded grants 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 grant, 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 grant or any extension or amendment of that 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 grant or subgrant exceeding $100,000 at any tier under a 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 CDPH 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.

6. **Additional Restrictions**

Grantee shall comply with the restrictions under Division F, Title V, Section 503 of the Consolidated Appropriations Act, 2012 (H.R. 2055), which provides that:

"SEC. 503.(a) No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111–148 shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the Congress or any State or local legislature or legislative body, except in presentation to the Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government, except in presentation to the executive branch of any State or local government itself.
(b) No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111–148 shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.
(c) The prohibitions in subsections (a) and (b) shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control."

7. Human Subjects Use Requirements

(Applicable only to federally funded agreements in which performance, directly or through a subgrantee/subaward, includes any tests or examination of materials derived from the human body.)

By signing this Agreement, Grantee 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.

8. Audit and Record Retention

(Applicable to agreements in excess of $10,000.)

a. The Grantee 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 Grantee'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. Grantee agrees that CDPH, 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. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Grantee agrees to include a similar right of the State to audit records and interview staff in any subgrantee related to performance of this Agreement. (GC 8546.7, CCR Title 2, Section 1896).

d. The Grantee 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.

f. The Grantee may, at its discretion, following receipt of final payment under this Agreement, reduce its accounts, books and records related to this Agreement to electoronic data storage device. Upon request by an authorized representative to inspect, audit or obtain copies of said records, the Grantee and/or Subgrantee must supply or make available applicable devices, hardware, and/or software necessary to view, copy and/or print said records.

9. Federal Requirements

Grantee agrees to comply with and shall require all subgrantee's, if any, to comply with all applicable Federal requirements including but not limited to the United States Code, the Code of Federal Regulations, the Funding Opportunity Announcement, the Notice of Award, the funding agreement, and any memoranda or letter regarding the applicable Federal requirements.

Attachment 1

STATE OF CALIFORNIA
CALIFORNIA DEPARTMENT OF PUBLIC HEALTH

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 subGrantees, 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.

Mariposa County Health & Human Services Agency	Joe Lynch
Name of Grantee	Printed Name of Person Signing for Grantee
22-11040	
Contract / Grant Number	Signature of Person Signing for Grantee
5/30/23	Director Health & Human Services Agency
Date	Title

After execution by or on behalf of Grantee, please return to:

California Department of Public Health
Immunization Branch
850 Marina Bay Pkwy., Bldg. P
Richmond, CA 94804

CDPH reserves the right to notifiy the Grantee in writing of an alternate submission address.

Attachment 2

CERTIFICATION REGARDING LOBBYING

Approved by OMB Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 13520348-0046
(See reverse for public burden disclosure)

N/A

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:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:
6. Federal Department/Agency	7. Federal Program Name/Description:
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. required disclosure shall be subject to a not more than $100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: Date:

Federal Use Only	Authorized for Local Reproduction Standard Form-LLL (Rev. 7-97)

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 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 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.

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
Mariposa County Health & Human Services Agency	94-6000880

By (Authorized Signature)

DIRECTOR HHSA

Printed Name and Title of Person Signing

Joe Lynch, Director Health & Human Services Agency

Date Executed	Executed in the County of
5/30/23	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,

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-335

MEETING: June 20, 2023

TO: The Board of Supervisors

FROM: Joe Lynch, Director of Health and Human Services

RE: Approve an Agreement with Infant Child Enrichment Services in the Amount of $85,000 for Child Care Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

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RECOMMENDATION AND JUSTIFICATION

Approve an Agreement with Infant Child Enrichment Services in the Amount of $85,000 for Child Care Services; and Authorize the Board of Supervisors Chair to Sign the Agreement.

Health and Human Services Agency (HHSA) contracts with ICES for child care services for parents participating in the Welfare to Work program. The Department contracts with ICES for Stage One Child Care Services for CalWORKs/Temporary Assistance to Needy Families (TANF) recipients who are participating in an approved employment activity such as, but not limited to: employment, job search, and attending training or school. Stage One child care begins upon entry of a person into the CalWORKs assistance program, while Stage Two may begin when the County determines stability, or when a recipient is transitioning off aid. Stage Two child care is usually paid by ICES out of separate funding they receive.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board entered into an agreement with ICES in 1998 (Resolution 98-281) and has continued to renew this contract for services annually since that time.

The existing agreement was approved by the Board on May 24 2022 through Resolution 2022-314.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

In order to comply with Division 9 of the Welfare and Institutions Code, the HHSA Welfare to Work program must provide for paid child care to recipients participating in employment activities. Without the services of this contractor, the Agency would be challenged to provide child care services efficiently.

FINANCIAL IMPACT

This contract is budgeted in the FY2023-2024 budget for Human Services division with Health and Human Services Agency. There is no financial impact to the County's General Fund.

ATTACHMENTS

1. ICES Agreement 2024

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District I Supervisor Rosemarie Smallcombe
SECONDER:	District II Supervisor Shannon Poe
AYES:	District II Supervisor Poe, District I Supervisor Smallcombe, District IV Supervisor Forsythe, District V Supervisor Menetrey, District III Supervisor Toso
ABSTAIN:	None

AGREEMENT FOR CHILD CARE SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 20__, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "County", and Infant/Child Enrichment Services, Inc hereinafter referred to as "Contractor," pursuant to the following terms and conditions.

W I T N E S S E T H:

1. TERM

The term of this Agreement shall commence on July 1, 2023 and terminate on June 30, 2024 unless extended as provided by this Agreement.

2. SERVICES

Contractor shall perform child care services as described in Exhibit A, "Scope of Work," which is attached hereto and incorporated herein by reference. Contractor shall provide all staffing and materials necessary to perform the Scope of Work.

3. COMPENSATION

Contractor shall be compensated for services performed in an amount not to exceed $85,000 as set forth in Exhibit B, "Cost Proposal," which is attached hereto and incorporated herein by reference. County shall pay Contractor within thirty (30) of receipt of an approved invoice.

4. INSURANCE

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

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

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

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

(4) Professional Liability (Errors and Omissions): Insurance appropriate to Contractor's profession, with a limit of no less than $1,000,000 per occurrence or claim, $2,000,000 aggregate.

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, County requires and shall be entitled to the broader coverage and/or higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to County.

B. OTHER INSURANCE PROVISIONS

The insurance policies are to contain, or be endorsed to contain, the following provisions:

(1) Additional Insured Status: County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 forms if a later edition is used).

(2) Primary Coverage: For any claims related to this Agreement, Contractor's insurance coverage shall be primary insurance with respect to Contractor's negligent performance of the services as respects County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

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

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

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

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

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

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

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

5. HOLD HARMLESS/INDEMNIFICATION

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

6. INDEPENDENT CONTRACTOR

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

7. PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)

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

8. STATE AND FEDERAL TAXES

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

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

9. AUDITS AND INSPECTIONS

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

10. ASSIGNMENT

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

11. NOTICE

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

CONTRACTOR:
Infant/Child Enrichment Services, Inc.
20993 Niagara River DR
Sonora, CA 95370

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

12. COMPLIANCE

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

13. PUBLIC RECORDS ACT

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

14. ENTIRE AGREEMENT AND MODIFICATION

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

15. ENFORCEABILITY AND SEVERABILITY

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

16. TERMINATION AND RIGHTS UPON TERMINATION

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

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

C. Should Contractor default in the performance of this Agreement or materially breach any of its provisions, County, at its option, may terminate this Agreement by giving written notification to Contractor. The termination date shall be the effective date of the notice.

For the purposes of this subsection, default or material breach of this Agreement shall include, but not be limited to, any of the following: failure to perform required services in a timely manner, willful destruction of County property, dishonesty, or theft.

17. NO WAIVER

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

18. DISPUTES

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

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

19. CAPTIONS

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

20. NUMBER AND GENDER

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

21. MANDATORY AND PERMISSIVE

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

22. SUCCESSORS AND ASSIGNS

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

23. COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA"), Cal. Civ. Code §§ 1633.1 to

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

24. OTHER DOCUMENTS

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

25. CONTROLLING LAW

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

26. AUTHORITY

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

27. NEGOTIATED AGREEMENT

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

28. NO RELIANCE ON REPRESENTATIONS

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

29. WARRANTY

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

30. FUNDING AVAILABILITY

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

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

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

COUNTY OF MARIPOSA	CONTRACTOR
_____	_____
Miles Menetrey, Chair Board of Supervisors	Chris Mackenzie, Executive Director Infant/Child Enrichment Services, Inc
COUNTERSIGNED: *(Government Code §25103)*	APPROVED AS TO FORM:
_____	_____
Danielle Bondshu Clerk of the Board	Steven W. Dahlem County Counsel

Exhibit A
SCOPE OF WORK

Infant/Child Enrichment Services (ICES) will be responsible for the following duties:

Provide child care information, education and training to Social Services Welfare to Work staff to ensure continuity of information and services to clients, as well as collaboration to support family success.

Devise and implement a mechanism that provides swift communication between Social Services staff and ICES staff that results in the best service for the client.

Provide orientations to parents (in group settings or in one-on-one) that include education on child care choices and assessing their child care needs, including all types of appropriate child care. Every effort will be made to have orientation in the language of the participant and will be adapted to meet any special learning needs of the participant.

Work with Social Services staff to develop forms that ensure family eligibility (i.e. income verification, need for care)

Meet with parent to develop family file, determine family needs, make referrals to child care, discuss parenting and/or child development concerns, as well as program participation requirements.

Contact child care provider to orient to program requirements and complete the child care agreement.

Provide on-going support and assistance to the parent and child care provider.

Work closely with the ICES Resource & Referral staff to implement Trustline procedure for license-exempt providers.

Maintain a waiting list for each Stage as well as other child care funding.

Transition parents between Stages I, II & III and other subsidized child care programs based on stability of their situation and funding, with the intent that families experience no break in their child care services due to a transition between Stages.

Receive all required documentation such as attendance and claim sheets, and institute payment process: tallying, verifying and authorizing warrant issuance to ICES fiscal department.

Pay child care provider within 15 days from receipt of claim for prior month service providing that paperwork is received in a timely and accurate manner.

Submit child care payment projection worksheets to the Health and Human Services Agency (HHSA) upon request.

Submit billing statements to HHSA by the 30th of each month for reimbursement of program costs.

Advise HHSA of any apparent improper or fraudulent use of CalWORKs funds which may come to ICES attention.

Advise HHSA regarding ICES holidays and days office will be closed.

Complete and file all required CDE (California Department of Education) reports and provide a copy to HHSA. Submit information for DSS reports regarding Stage I funds expended to HHSA by the 10th of the following month.

Health and Human Services Agency will be responsible for the following duties:

Send referral to ICES staff to document the need for child care for applicable clients. The referral will include names and ages of children needing child care and the days and hours of child care to be subsidized.

Notify the ICES subsidy staff of changes that would affect a particular clients need for child care utilizing a mutually agreed upon form.

Provide ICES with an advancement of child care payments and administrative and support costs.

Reimburse ICES for services provided and billed under this agreement on a monthly basis by the 20th of the month.

Exhibit B
COST PROPOSAL

COUNTY shall pay CONTRACTOR a maximum amount of Eighty Five Thousand Dollars ($85,000) for Stage One child care services, as established by AB 1542, provided to CalWORKs participants. This AGREEMENT is for child care paid in the months July 2023 through June 2024. Claims and reports are based on the "Cash Method" of accounting.

COUNTY will refer all CalWORKs participants needing child care in order to work or participate in approved training or work activities to CONTRACTOR. COUNTY will notify CONTRACTOR when client is no longer eligible for Stage One child care services.

CONTRACTOR will pay child care provider for Stage One services and transition to Stage Two, Stage Three or other programs when appropriate. The cost of child care reimbursement to providers must be within the regional market rate (RMR) (Education Code [EC] Section 8357) and may not exceed the fee charged to private clients for the same service (EC Section 8357[b]).

Compensation shall be based on Stage One child care funds expended by CONTRACTOR and shall include a 25% administrative fee to cover CONTRACTOR's administrative and child care program support costs. The administrative fee shall be calculated by multiplying the child care payments expended in the month by .25 to arrive at the administrative fee. The monthly claim will show both amounts.

COUNTY further agrees to provide CONTRACTOR with an advance payment of $15,000. Advance will be claimed by CONTRACTOR at an amount of $3,000 or more per month beginning with the February 2024 claim. Advance is expected to be paid back to COUNTY no later than June 30th .

CONTRACTOR can make payments in July to the child care providers for June (or earlier) services. CONTRACTOR will submit statements and claims to the Human Services Department by the 30th of each month indicating child care paid, administrative costs, and child care support costs. If the COUNTY owes CONTRACTOR for amount(s) outstanding, COUNTY will pay CONTRACTOR within 25 days. If CONTRACTOR owes COUNTY for amount(s) outstanding at end of Agreement period, CONTRACTOR will pay COUNTY within 25 days.

CONTRACTOR shall submit to COUNTY a year-end report of services rendered within 30 days after end of Agreement.

Expenditures incurred under this Agreement shall be included under CONTRACTOR's comprehensive annual audit.

CONTRACTOR shall maintain basic statutory Worker's Compensation and Unemployment Insurance for all employees working with the Scope of Work of this Agreement.

VENDOR ASSURANCE OF COMPLIANCE WITH
THE MARIPOSA COUNTY
WELFARE DEPARTMENT

NONDISCRIMINATION IN STATE AND FEDERALLY ASSISTED PROGRAMS

NAME OF VENDOR/RECIPIENT: Infant/Child Enrichment Services, Inc,

HEREBY AGRESS THAT it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended and in particular section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq. as amended; California Government Code section 11135-11139.5, as amended; California Government Code section 12940 ©, (h) (1), (i), and (j); California Government Code section 4450; Title 22, California Code of Regulations section 98000-98413; (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulation (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE VENDOR/RECIPIENT HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

BY ACCEPTING THIS ASSURANCE, the vendor/recipient agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal work hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code section 10605, or Government Code section 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on the vendor/recipient directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

_____ _____
DATE DIRECTOR'S SIGNATURE

20993 Niagara River Drive Sonora, CA 95370
Address of vendor/recipient

CR50-Vendor Assurance of Compliance

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-336

MEETING: June 20, 2023

TO: The Board of Supervisors

FROM: Joe Lynch, Director of Health and Human Services

RE: Approve Budget Action Increasing Revenue and Appropriations in the Health and Human Services Agency, Public Health Budget Increasing Revenue to be Received from The National Foundation for the Centers for Disease Control and Prevention, Inc. in the Amount of ($39,800); and Increasing Corresponding Expenditures of $39,800 Within the Public Health Budget (4/5ths Vote Required)

RECOMMENDATION AND JUSTIFICATION

Approve Budget Action Increasing Revenue and Appropriations in the Health and Human Services Agency, Public Health Budget Increasing Revenue to be Received from The National Foundation for the Centers for Disease Control and Prevention, Inc. in the Amount of ($39,800); and Increasing Corresponding Expenditures of $39,800 Within the Public Health Budget (4/5ths Vote Required).

This Grant is from the National Foundation for the Centers for Disease Control and Prevention Foundation to Assess the Impacts of the Oak Fire of 2022 and the Winter Storm Events of 2023. The CDC Foundation will provide funding for Mariposa County to support mileage reimbursement, lodging, food, beverages and incentives for local and state public health staff traveling from outside the county to implement the Mariposa County CASPER Survey Project to Assess the Impacts of these events in our County.

BACKGROUND AND HISTORY OF BOARD ACTIONS

Mariposa County CAO, Dallin Kimble approved the agreement with The National Foundation for the Centers for Disease Control for $39,800 on June 6, 2023.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve the Budget Action and Mariposa County will forfeit this valuable survey benefiting our County.

FINANCIAL IMPACT

There is no financial impact to the County general fund. Revenue and corresponding appropriations are included in this Budget Action.

ATTACHMENTS

1. **CASPER Budget Action signed**
2. **1193_MOA_MariposaCounty_083123**

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District I Supervisor Rosemarie Smallcombe
SECONDER:	District II Supervisor Shannon Poe
AYES:	District II Supervisor Poe, District I Supervisor Smallcombe, District IV Supervisor Forsythe, District V Supervisor Menetrey, District III Supervisor Toso
ABSTAIN:	None

BUDGET ACTION FORM

FUND	DEP/DIV	ACCOUNT	DESCRIPTION	PROGRAM	INCREASE	DECREASE
1001	401	45117	State Revenue- CASPER	HLTH-CASPER	(39,800)	
1001	401	60153	Special Departmental- CASPER	HLTH-CASPER	39,800	
				TOTALS	0	0

TRANSFER BETWEEN FUNDS					DEBIT	CREDIT
				TOTALS	0	0

ACTION REQUESTED: (Check all that apply)

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

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

DEPARTMENT HEAD SIGNATURE DATE

AUDITOR SIGNATURE DATE

COUNTY ADMINISTRATIVE OFFICER SIGNATURE DATE

APPROVED BY RES NO. CLERK DATE

DEPARTMENT

AUDITOR'S USE ONLY
BA #

Budget Revision Form Revised 08/2020

DocuSign Envelope ID: A85DD1C2-C83C-4558-921B-66DA2765D909

Memorandum of Agreement
between the
The National Foundation for the Centers for Disease Control and Prevention, Inc.
and
The County of Mariposa

MARIPOSA COUNTY CASPER TO ASSESS THE IMPACTS OF THE OAK FIRE 2022 AND THE WINTER STORM EVENTS 2023

THIS AGREEMENT ("Agreement") is made and entered into as of June 6, 2023 by and between the National Foundation for the Centers for Disease Control and Prevention, Inc. ("CDC Foundation") 600 Peachtree Street NE, Suite 1000, Atlanta, GA 30308 and The County of Mariposa, a political subdivision of the State of California ("Mariposa").

I. Background

The CDC Foundation will provide funding to Mariposa to support mileage reimbursement and lodging for local and state public health staff traveling from outside of the county to implement the Mariposa County CASPER to Assess the Impacts of the Oak Fire 2022 and the Winter Storm Events 2023 project (Project). Funding will also be utilized to provide food and beverages to staff onsite during project implementation and purchase gift card incentives for eligible project participants.

II. Purpose

This agreement shall be used to govern the work specified in the scope of work & budget attached to this Agreement as Exhibit A.

III. Budget

The CDC Foundation will provide funds in the amount of $39,800 U.S. Dollars (Project Funds) as set forth in the budget contained in Exhibit A as part of the scope of work and budget (SOW). Mariposa may not use the Project Funds provided under this Agreement for any purpose other than the scope of work and budget attached to this Agreement as Exhibit A. At the CDC Foundation's request, Mariposa will repay any portion of Project Funds used in material breach of this Agreement, as determined by the Foundation in its discretion.

IV. Reporting and Payment Schedule

Mariposa will provide the CDC Foundation with a final narrative report as well as a final financial report upon project completion. The final narrative and financial report shall be

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submitted on templates provided by the CDC Foundation and shall include metrics that capture the impact of the project.

Funds shall be paid in accordance with the following payment schedule:

Milestone/Deliverable/Task	Due Date	Amount
Fully executed Memorandum of Agreement	June 2023	$39,800
Submission of Final Narrative and Financial Report	August 31, 2023	$0

V. Content

The County of Mariposa is responsible for the control of the content and the selection of individuals and entities that will draft the resources, material and associated components of the Project.

The project is for scientific or educational purposes only and shall not promote products or services of any outside parties directly or indirectly.

VI. Term

This Agreement will terminate upon the earlier of any of the following events:

1. This Agreement is effective on June 6, 2023 ("Effective Date") and will terminate on August 31, 2023 ("Termination Date").
2. Either Party may terminate the Agreement upon 30 days written notification. Upon either Party's termination, any uncommitted funds previously delivered to Mariposa will be returned to the CDC Foundation after all commitments and liabilities have been satisfied.
3. Either Party may terminate this Agreement for cause, default, or negligence on at any time without thirty (30) days advance written notice. The terminating Party may, at its option, allow the defaulting party a reasonable time to cure the default before termination.

VII. General Provisions

The following conditions shall apply to this Agreement:

1. Entire Agreement and Modification. This Agreement and Attachment constitute the full and entire understanding and agreement of the Parties hereto with regard to the subjects hereof and supersede all prior agreements and understandings, written or oral, between the Parties with respect to the subjects hereof. This Agreement may not be amended except by written agreement between all Parties. In the event of a conflict between this Agreement and the terms and conditions of any other legal instrument, the terms and conditions of this Agreement shall prevail and be binding upon the Parties.

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2. Governing Law. This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Georgia. Both parties agree to comply with all applicable laws, rules and regulations of any government or governmental body having jurisdiction.

3. Indemnification. Both Parties agree to defend, indemnify and hold harmless either Party and each of its officers, directors, employees and agents, from and against any and all claims, liabilities, losses and expenses directly or indirectly, wholly or partially, arising from or in connection with any act or omission of the CDC Foundation or Mariposa or its employees or agents in providing, applying for or accepting the Agreement except to the extent that such claims, liabilities, losses or expenses arise from the intentional misconduct of either Party.

4. Limitation of Liability. In no event shall CDC Foundation be liable to Mariposa for consequential, indirect, special, incidental or similar damages.

5. Publicity. All parties shall be entitled to review the text of any proposed publicity relating to the Project referencing both parties, prior to its release.

6. Project outcomes. All materials resulting from this agreement shall be in the public domain. Mariposa will have no current or future commercial rights and/or intellectual property rights relating to any product or service emerging from the proposed Project.

7. Anti-Terrorism Statement. The Mariposa hereby certifies that it does not advocate, support, assist or engage in, and has not advocated, supported, assisted or engaged in, any illegal or terrorist activity. Mariposa further certifies that it does not employ, support, assist or otherwise associate with any entities, organizations or individuals that Mariposa knows, or has reason to know, support terrorism, or that appear on any official terrorist lists published by the Department of the Treasury Office of Foreign Assets Control Specially Designated Nationals List (OFAC SDN).

8. Notices and Reports. Any communication required to be given by either Party to this Agreement shall be in writing and shall be hand delivered or sent by USPS mail, or by confirmed facsimile transmission to the addresses below or such other address as either Party may specify to the other:

Mariposa
Eric Sergienko
County Health Officer
Mariposa County Health &
Human Services Agency
P.O. Box 99
Mariposa, CA 95338
Phone: (209) 742-0954
Fax: (209) 966-8251
esergienko@mariposacounty.org

CDC Foundation
Ramot Adeboyejo
Emergency Response Officer
600 Peachtree Street NE
Suite 1000
Atlanta, GA, 30308
Phone:(470) 428-5284
Fax:(404) 653-0330
radeboyejo@cdcfoundation.org

9. No Agency Relationship. Neither Party is an employee, agent, partner, or joint venture of the other. Neither Party has the right or authority to control or direct the activities of the other or the right or ability to bind the other to any agreement with a third party or to incur any obligation or liability on behalf of the other party, unless expressly authorized in this Agreement.

10. Insurance. Each Party will maintain all reasonably necessary insurance, such as general liability insurance and workers compensation insurance; and may be required to provide the other Party with satisfactory evidence of such coverage. Neither Party will provide individual coverage for the other Party's employees, with each party being responsible for coverage of its employees.

11. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision, which shall remain in full force and effect.

Accepted and Agreed to by:

CDC Foundation

DocuSigned by:
Monique S. Patrick
C2FAB2D997AC4F1...

6/5/2023 | 1:42:36 PM EDT

Monique S. Patrick, Chief Operating Officer — Date

The County of Mariposa

DocuSigned by:
2E01D0C0E7504A5...

6/6/2023 | 11:35 AM PDT

Dallin Kimble, County Administrative Officer — Date

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Attachment A
Scope of Work & Budget

Mariposa County is a rural county nestled in the foothills of the Sierra Nevada with a population of 17,700 people spread over 1400 square miles. A third of the county is Yosemite National Park and the area receives over 4.5 million visitors annually. The economy largely relies on tourism, which can be greatly impacted by extreme weather events related to climate change.

In the last year, Mariposa has been impacted by two events that have led to significant property loss and may be sources of economic and physical and mental health impacts. In July 2022, the Oak Fire burned over 20,000 acres and led to the loss of over 150 primary residences along with other structures. This was compounded by a series of atmospheric rivers starting in November 2022 and continuing through March of 2023. These storms led to structural damage to another 200 plus buildings, severe erosion and flooding, and destruction of infrastructure.

To assess the extent of impacts on the residents of Mariposa County, the Health Officer of Mariposa County contacted the California Department of Public Health's (CDPH) Disaster Epidemiology Section. After much discussion, it was decided to perform a Community Assessment for Public Health Emergency Response (CASPER). A CASPER is an epidemiologic technique designed to provide public health leaders and emergency managers with household-based information about a community. It is quick, reliable, relatively inexpensive, and flexible.

In addition to the CASPER, a telephone survey of those who lost primary residences during the Oak Fire will be conducted.

Both activities will be conducted from June 7-10, 2023. A combined team of CDPH, Centers for Disease Control and Prevention (CDC), and local public health staff will perform these activities after a CASPER just-in-training for all participants.

Field teams will conduct surveys in forty clusters randomly selected from census tracts in the county. In those clusters, households will be systematically sampled. The survey instrument will take about 45 minutes to conduct.

The forty clusters are throughout the county, however 10 of the clusters are within the Oak Fire evacuation zone. Households within these clusters are being surveyed and this should be representative of the County as a whole.

The telephone survey of those who lost primary residences will use the same survey instrument. Because many have relocated, including outside the county, using a telephone survey will allow us to reach them.

The survey will help us characterize the impacts of multiple extreme weather events. The results of the survey will be used to revise both the Emergency Operations Plan and Recovery Plan to improve these functions in the future. The results will also be

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generalizable to other similar communities and can help shape resiliency efforts in these locations.

Funding from the CDC Foundation will allow us to recruit local and state public health staff from outside of the county by providing for their travel and per diem. It will fund food and beverages for all participants. Without these funds, it is likely we would not be able to fully staff the CASPER field teams and the survey might not be implemented. It will also allow us to provide a modest incentive (i.e. a gift card) for participants in the telephone survey.

The survey results will be shared with our Board of Supervisors, our Office of Emergency Services, and the regional public health consortium. CDPH may share the results with other jurisdictions that may benefit from them. It is likely, as this a project for the CDPH EIS Officer, that it will be presented at the annual EIS conference.

The survey instrument will be forwarded to the CDC Foundation when the CDPH team has finalized it.

Incentives will be distributed to phone participants after the survey is completed via regular mail.

As mentioned above, CDC, CDPH, and staff from adjacent jurisdictions will be participating. Local staff will be from the public health branch of the Health & Human Services Agency, Search and Rescue volunteers, and amateur radio operators.

CDCF Program Roadmap Worksheet: Please complete this worksheet to further specify the intended outcomes on the project, as this will assist monitoring progress and impact.

Name of program/project: Mariposa County CASPER to Assess Impacts of the Oak Fire and the Winter Storm Events of 2023
Problem/Situation: At the household level, determine the impacts on physical and mental health and finances of the residents of Mariposa County due to the Oak Fire and the Winter Storms of 2023. Assess what activities worked in reducing the impacts of these incidents. Determine what behaviors or actions have changed because of these incidents.
Main Strategies/Activities: [Briefly] What are the main activities or strategies you will undertake as part of this project to address the problem?
Activity A: CASPER of persons within Mariposa with a survey instrument that addresses the questions above. CASPER will be stratified for those who were evacuated ahead of the fire and those who were not. The evacuated group will include those who were in the actual fire zone, but did not lose a residence. Activity B: Census of those within the fire zone who lost a residence. The census will use the same survey instrument as the CASPER. Activity C: Mariposa will purchase and distribute gift card incentives for eligible participants who complete telephone survey. Activity D: Mariposa will support travel and per diem for local and state public health staff from outside of the county who will support implementation of the CASPER. Activity E: Mariposa will support food and beverages for staff implementing the CASPER.
Simple Logic Model Table: Please list the activities (Activity A, Activity B, etc. as in the row above) you will implement and the short-, and medium-term outcomes you hope will result (as Outcome A, Outcome B, etc.).

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Bold the outcomes that align with outcomes in the CDC Foundation evaluation framework [supplied by the CDC Foundation]			
Specific Program Activities	Short-term Outcomes	Medium-term Outcomes	Long-term Outcomes/Impacts
Conduct CASPER	Lodging/transportation/food provided to staff to conduct CASPER Data collected and analysis performed Present results and recommendations to the Board of Supervisors and other County officials Immediate needs identified and addressed as appropriate Public health staff from local, state, and federal agencies trained and gain experience on CASPER methods	Mariposa County Emergency Operations Plan (EOP) revised to address shortfalls related to response identified in the CASPER Exercise the revisions to the EOP to validate the plan Mariposa County Recovery Plan revised to address shortfalls related to household and economic recovery identified in the CASPER	**Increased Knowledge of Frontline of Best Practices and implementation of best practices and approaches (for emergency response readiness)** **Health systems support and strengthening** **EOP revision: results of both surveys used to identify opportunities for improvement in the response plan. Those are incorporated into the EOP and exercised.** **Recovery Plan revision: results of both surveys used to identify opportunities to improve household and economic recovery**
Census	Same as per CASPER	Same as per CASPER Results of those who lost a residence are compared with those who were impacted by the incidents but did not lose a residence.	

External Factors: List any impeding outside factors that will influence whether or not your activities will successfully achieve your outcomes.

1. Staffing from other jurisdictions needed to implement survey methods
2. Costs associated with conducting the survey, such as travel and per diem for staff from outside the County
3. Participation by those being surveyed

Evaluation Plan: Indicate the key activities and outcomes you propose to measure to track implementation and effectiveness of the project. Also list the data source/collection method.[Consult with the CDC Foundation team to develop Evaluation Plan if needed.]

Activity A: CASPER: CASPER method used to survey those impacted by the Oak Fire and/or winter storm that did not lose property in the Oak Fire
Activity B: Census: Same survey as CASPER used to interview all households that lost property
Outcome A: EOP revision: results of both surveys used to identify opportunities for improvement in the response plan. Those are incorporated into the EOP and exercised.
Outcome B: Recovery Plan revision: results of both surveys used to identify opportunities to improve household and economic recovery.

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Project Budget

Line Item	Total Budget (USD)
Personnel Salaries	$ 0
Fringe Benefits	$ 0
Contracts/Consulting	$ 0
• Travel/Meetings/Workshops: Mileage and lodging for persons outside of Mariposa County that travel in to help with the 4-day assessment. 20 staff * ($200/day lodging, $100/day mileage) * 5 days = $30,000	$ 30,000
Media/Communications	$ 0
Printing/Reproduction	$ 0
Supplies: • Food to be served during our ½ day CASPER training (~60 people at $10/meal) = $600 • Packaged meals for staff for the 3.5 days when they will be out in the field = 60 meals x (3 lunch + 4 breakfast) * $10/meal = $4,200 • Incentives to encourage participation in a telephone survey (e.g., 100 gift cards of $25 or $50) = $5,000	$ 9,800
Equipment	$ 0
Grants	$ 0
Other Direct Operating Costs	$ 0
Total Direct Costs	$ 39,800
Indirect Costs	$ 0
Interest/Other Income	$ 0
Total	$ 39,800

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-337

MEETING: June 20, 2023

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works and Transportation

RE: Approve Amended By-Laws for the Airport Advisory Committee to Clarify Member Attendance and Absence Reporting Requirements and Bring the By-Laws Up to Date with the Committee Policy Adopted by Resolution 22-637

RECOMMENDATION AND JUSTIFICATION

Approve Amended By-Laws for the Airport Advisory Committee to Clarify Member Attendance and Absence Reporting Requirements and Bring the By-Laws Up to Date with the Committee Policy Adopted by Resolution 22-637.

On December 19, 2022, the Airport Advisory Committee (AAC) discussed meeting attendance requirements for members and recommended by unanimous vote that the bylaws of the AAC be amended to include mandatory attendance by Alternate Members and establish a procedure for reporting absences prior to meetings. The AAC reviewed a draft of the amended bylaws during their April 10, 2023, meeting, and by unanimous vote recommended adoption by the Board of Supervisors.

The Airport Advisory Committee bylaws have been revised to conform to the format and mandatory language requirements contained in the County Policy Specifying Guidelines, Procedures, and Standing Rules for County Advisory Boards, Commissions, and Committees. The meeting attendance requirements have been revised to include attendance requirements and absence reporting procedures.

BACKGROUND AND HISTORY OF BOARD ACTIONS

On September 15, 2021, by Resolution 2021-517, the Board added language that clarified the AAC's purpose, removed language that provided for the staggering of terms when the AAC formed, and added language that members shall serve staggered four (4) year terms.

On June 1, 2010, by Resolution 2010-262, the Board removed the automatic rotation of the Vice-Chair to Chair, required that both positions be elected at the beginning of each calendar year, and imposed a limit on absences.

On October 6, 2009, by Resolution 2009-479, the Board added two alternate members, and modified quorum requirements.

On September 23, 2008, by Resolution 2008-456, the Board changed the membership from nine back down to seven members.

On July 27, 2004, by Resolution 2004-357, the Board increased membership from seven to nine members, eliminated a requirement to notice AAC meetings in the newspaper, and established a process for the selection of the AAC Chair and Vice-Chair.

On July 6, 1993, by Resolution 93-387, the Board 1) designated the Board of Supervisors as the statutorily required Airport Land Use Commission, pursuant to sections 21670-21679.5 of the California Public Utilities Code; and 2) created the AAC.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Alternative Action: The Board may request additional revisions to the AAC bylaws.

Negative Action: The bylaws will remain unchanged.

FINANCIAL IMPACT

None

ATTACHMENTS

1. **AAC Minutes 12.19.22**
2. **AAC Bylaws Redlined Revisions - 2023**

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District I Supervisor Rosemarie Smallcombe
SECONDER:	District II Supervisor Shannon Poe
AYES:	District II Supervisor Poe, District I Supervisor Smallcombe, District IV Supervisor Forsythe, District V Supervisor Menetrey, District III Supervisor Toso
ABSTAIN:	None

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
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mariposacounty.org

AIRPORT ADVISORY COMMITTEE

ACTION SUMMARY MINUTES

December 19, 2022

A. 3:05 pm Called to Order

Attendee Name	Title	Status	Arrived
Ruth Sellers	Chair	Present	2:50 pm
Roy Anderson	Vice Chair	Absent	
Rick Leinhauser	Member	Present	2:50 pm
Gary Friesen	Member	Present	2:50 pm
Pat Skoggin	Member	Present	2:50 pm
Aitor Loymendy	Alternate	Absent	
Caleb Cheney	Alternate	Absent	
Marshall Long	Supervisor District III	Present	3:07 pm
Miles Menetrey	Supervisor District V	Excused	
Sam Cerveny	Deputy Director	Present	2:55 pm
Jean Dordan	Executive Assistant	Present	2:55 pm
Stan Wheeler	Airborrn Aviation	Present	2:50 pm
Tim Wennberg	Guest	Present	3:10 pm
Klaus Heddergott	Guest	Present	3:00 pm

B. Introductions

None

C. Public Comment

Supervisor Marshall Long stated that Supervisor Menetrey is excused due to illness.

D. Approval of Minutes

1. Approve Minutes from October 13, 2021, (M) Rick Leinhauser (S) Gary Friesen
2. Approve Minutes from August 10, 2022, pape should be spelled papi (M) Gary Friesen (S) Pat Skoggin

3. Minutes from Special Meeting on August 25, 2022 – Review Only – No Action
4. Approve Minutes from October 12, 2022, Add Rick Leinhauser's name to minutes (M) Pat Skoggin (S) Rick Leinhauser

E. Updates and Reports

1. Airport FBO Report
   Stan Wheeler reports for Airborrn Aviation. The valley airports get fogged in during the winter and planes have to land in Mariposa, Stan sees this as an advantage to the County. Stan thanked Public Works for fixing the PAPI lights on runway 8. The AWOS System is in working order; however, the backup system failed and Public Works is aware of the issue. The airport is waiting for the county to change the management of the oil tank. The fuel tanks are rusting and need to be painted. The jet fuel truck now has an anti-icing additive (Prist) in it for aircraft that fly at higher altitudes. Hangers 3 & 4, doors need to be repaired in order to rent. Two T-hanger will soon become available. Sand from possible helicopters in front of T-hangars that needs to be removed. The runway lights work by clicking the radio, on occasion will turn the runway lights out. New office person in the office - Mary Woods from the young eagles.

2. Safety Report
   Included as part of FBO report.

3. Public Works Report
   The fuel tanks are scheduled to be painted in the Spring. The oil issue will be addressed in January with Public Health. Oil will now be considered hazardous waste disposal, not recycling. The current lease agreements will be month-to-month for now until new agreements are approved by the Board of Supervisors.

F. Action Items

1. Review Draft Long-Term Lease Agreement for Mariposa-Yosemite Ground Space and approve Airport Advisory Committee support for approval of long-term ground space lease agreements by the Board of Supervisors.

   Stan Wheeler states the concern that the new agreements will slow down the construction of new hangars along with the reversion clause. Deputy Director Sam Cerveny explains the reversion clause is not for current leases. The leases will be for 30 years with an option for an additional 15 years for a total of 45 years at which time the hangars will revert to the County. Tim Wennberg states that he is against reversion clauses and believes that this is stealing from the owners. Sam Cerveny explains that future grant funding could be affected if the County doesn't maintain control of the airport. The new builder of hangars agrees with the

reversion clause. Hangar owner Klaus Heddergott stated his disapproval of the reversion clause. Marshall Long explains that the agreement will go in front of the BOS, and the occupants are not required to sign the contract. Stan Wheeler states that the county could pay the owner a market rate if they choose not to sign the agreement. Stan doesn't agree with reversion for current hangars. Committee members agree to support long-term ground leases with reservations about the reversion clause (M) Rick Leinhauser (S) Gary Friesen.

2. Approve Airport Advisory Committee 2023 Meeting Schedule.
   Change meeting days to Monday (M) Gary Friesen (S) Rick Leinhauser

3. Approve recommendations for changes to Airport Advisory Committee membership.
   According to bylaws, the committee has the option to remove members who have had several absences including three consecutive meetings. Must vote to take to the board to remove a member. Gary makes a recommendation to Board to contact members who have missed and see what their status is. Committee recommends the bylaws be revised to require alternates to attend all meetings; Public Works will take an item to the Board of Supervisors for approval (M) Rick Leinhauser (S) Pat Skoggin.

G. Discussion Items

1. Status of Minutes from July 21, 2021; August 11, 2021; and September 8, 2021.
   Approved on April 13, 2022, by Ruth Sellers and seconded by Rob Binder.

2. Airport Layout Plan.
   On the Capital Improvement Plan, there were 13 projects to be completed from 2019-2023. Only half of one project was completed which was Phase I of the apron rehabilitation. Changes to top priorities would be replacing the AWOS System, rehabilitation of apron Phase II, along with drainage issues. Continued to next agenda.

3. Bipartisan Infrastructure Legislation Grant Funds for Airport Infrastructure Projects.
   Capital Improvement Funds were increased by Congress which passed an additional $300,000 will be given for airport improvements for ADA compliance.

H. Next Meeting

The next meeting is scheduled for February 13, 2023 at 3.00 pm

I. Adjournment

Meeting adjourned at 4:33 pm by Ruth Sellers

Respectfully submitted,

Jean Dordan
Executive Assistant

~~EXHIBIT "A"~~

BYLAWS OF THE AIRPORT ADVISORY COMMITTEE

ARTICLE 1 - PURPOSE AND AUTHORITY~~MEMBERSHIP~~

~~The Airport Advisory Committee shall be established with seven (7) voting members, and two (2) alternatemembers with voting rights to ensure a quorum of the Committee as follows:~~

Section A - The Airport Advisory Committee is established under the authority of the Mariposa County Board of Supervisor, Resolution 93-387, adopted on July 6, 1993.

Section B - Its purpose is to advise and make recommendations to the Board of Supervisors on airport-related matters.

Section C - The Airport Advisory Committee is advisory to the Board of Supervisors and, as such, shall not take part officially in, nor shall it lend its influence to, any political cause or issues.

Section D - The Airport Advisory Committee is advisory to the Public Works Department and the Board of Supervisors only. Committee recommendations are advisory only and are meant to inform the decisions of decision-makers who may accept, modify, or reject them. The Airport Advisory Committee is not empowered by ordinance, resolution, establishing authority, or policy to render a decision of any kind of behalf of the County of Mariposa, or its appointed elected officials.

~~Section A - Section E - Three (3) members with expertise in aviation. A person who, by way of education, training, business, experience, vocation, or avocation has acquired and possesses particular knowledge of, and familiarity with, the function, operation, and role of airports shall be deemed to have expertise in aviation.~~

~~Section B - Section F - Two (2) members who reside or own property within the Airport Influence Area of the Mariposa-Yosemite Airport.~~

~~Section C - Section G - Two (2) members of the general public.~~

~~Section D - Section H - Two (2) alternate members with voting rights if the Committee does not have a quorum. Alternate 1 will have first voting rights if only one alternate is needed for a quorum. If both alternates are required for a quorum, or if alternate 1 is not available for a quorum, alternate 2 will have voting rights.~~

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~~2.~~ARTICLE 2 - MEMBERSHIP AND TERM OF OFFICE

Section A - The Airport Advisory Committee is limited to seven (7) members in accordance with the establishing authority.

1) Three (3) members with expertise in aviation. A person who, by way of education, training, business, experience, vocation, or avocation has acquired and possesses particular knowledge of, and familiarity with, the function, operation, and role of airports shall be deemed to have expertise in aviation.

2) Two (2) members who reside or own property within the Airport Influence Area of the Mariposa-Yosemite Airport.

3) Two (2) members of the general public.

4) Two (2) alternate members with voting rights if the Committee does not have a quorum. Alternate 1 will have first voting rights if only one alternate is needed for a quorum. If both alternates are required for a quorum, or if alternate 1 is not available for a quorum, alternate 2 will have voting rights.

~~Section B - Committee members shall be appointed by majority vote of the Board of Supervisors. The Board of Supervisors may remove any member at any time without cause.~~

Section B - ~~Members shall serve staggered four (4) year terms and until the appointment and qualification of his or her successor. The expiration date of the term of office of each member shall be the first Monday in the year which his or her term is to expire. Any vacancy in the membership of the Committee shall be filled for the unexpired term by appointment by the Board of Supervisors.~~Each term is for a period of four (4) years.

Section C - If a member, including alternates, of the Airport Advisory Committee is absent from three successive regular meetings of the Airport Advisory Committee without reasonable cause, as determined by the committee chair, the office becomes vacant automatically. The Airport Advisory Board shall immediately notify the Board of Supervisors of the vacancy so that advertising and recruitment of a replacement can commence.

Section D - Members, including alternates, shall notify the Committee Secretary and Chairman of an absence a minimum of twenty-four (24) hours prior to a regular or special meeting of the Committee. If a member, including alternates, of the Airport Advisory Committee accumulates two (2) unexcused absences during

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any twelve (12) month period, the Airport Advisory Committee will recommend the member to the Board of Supervisors for dismissal.

~~Section E - For any vacancy of the Committee, recruitment shall be done in accordance with the requirements of the Maddy Act.~~

~~3.~~ARTICLE 3 - ~~COMMITTEE~~ OFFICERS ~~AND DUTIES~~

Section A - ~~At the first meeting of each calendar year following adoption of this resolution, the Committee shall select a Chairman and a Vice Chairman by majority vote for the Committee. The Chairman shall serve a term of one (1) year and may not serve two consecutive terms.~~The advisory committee shall elect a Chairperson, and a Vice-Chairperson annually at the first meeting of the calendar year, and a Secretary if staff is not available.

Section B - The Chairperson provides general supervisory guidance to the advisory committee and presides over its meetings. The Chairperson may assign coordinating duties to the Vice Chairperson, as necessary. The Chairperson is the sole official spokesperson for the advisory committee unless this responsibility is delegated in writing.~~Should either the Chairman or the Vice Chairman vacate his or her position on the Committee the Committee shall elect a new Chairman or Vice Chairman at the first meeting following the date the Chairman or Vice Chairman vacates his or her position.~~

Section C - In the absence of the Chairperson, the Vice Chairperson assumes the duties and responsibilities of that office.~~It shall be the duty of the Chairman to conduct each meeting of the Committee and preside overeach meeting. The Chairman may also appoint ad hoc committees from the Committee membership to address special issues or concerns that come before the Committee.~~

Section D - The Secretary records the minutes of all Airport Advisory Committee meetings and handles committee correspondence. The Secretary keeps the roll, certifies the presence of the quorum, maintains a list of all active representatives, and keeps records of actions as they occur at each meeting. County staff assigned to the advisory committee shall be responsible for posting all meeting notices and agendas as required by the Ralph M. Brown Act, and to keep a record of such postings, and to reproduce and distribute the advisory committee notices, agendas, and minutes for all meetings, if needed.~~It shall be the duty of the Vice Chairman to act as the Chairman in the Chairman's absence and to do those tasks as assigned by the Chairman~~

~~4.~~ARTICLE 4 - MEETING PROCEDURES~~S~~ ~~AND QUORUMS~~

Section A - All meetings, meeting notices, agendas, and meeting actions must be in compliance with the Ralph M. Brown Act, the Americans with Disabilities Act (A.D.A.), and all other applicable laws and policies. County staff shall be

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responsible for posting meeting agendas on the County's agenda management system, at the meeting location, and other applicable publicly accessible places, no less than 72 hours prior to each regular meeting, or 24 hours prior to each special meeting. Additionally, notices or agendas shall be mailed upon written requestThe Committee shall meet as necessary to conduct the business of the Committee and fulfill its responsibilities.

1) As County-affiliated entities, the tops of all committee agendas shall display the County emblem in compliance with the County Branding Policy.

2) The bottoms of all agendas shall provide a contact for A.D.A. assistance similar to "In compliance with the Americans with Disabilities Act, if special assistance is required to participate in this meeting, please contact the Public Works Department at (209) 966-5356."

Section B - Meetings that are not noticed correctly under the Ralph M. Brown Act, as noted in Section A above, may not occur and must be rescheduled to a future date.The Committee shall meet at the call of the Committee Chairman or at the request of the majority of the Committee members.

Section C - Meetings may only occur when a quorum of committee members is present. A quorum, unless otherwise defined by the establishing authority, is a majority of the members, normally calculated as half the membership plus one. If a quorum is not present within ten minutes of the advertised meeting start time, committee members are to exit the meeting place and disperse to avoid an accidental, unauthorized meeting.Business may not be transacted at a regular or special meeting of the Committee without a quorum of four (4) members.

Section D - All meetings of the advisory committee and any subcommittee shall be open to the public to the extent required by the Brown Act. Those meetings which are required to be open to the public according to the Brown Act are to be held in public places which are in compliance with the Americans with Disabilities Act. A limit of two (2) unexcused absences annually. Any member of the Committee exceeding this limit will be dismissed.A limit of three (3) consecutive absences annually will be cause/or dismissal

Section E - The Chairperson shall be the Presiding Officer at all Airport Advisory Committee meetings and is responsible for the maintenance of order and decorum at all times. In the absence of the Chairperson, the Vice-Chairperson shall preside.

Section F - Robert's Rules of Order shall govern the operation of the committee in all cases not covered by these by-laws.

Section G - Each voting member has one vote and no proxy.

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~~5.~~ARTICLE 5 - STAFF ASSISTANCE AND OPERATING EXPENSES

County staff assistance to the Committee shall be provided by the Mariposa County Planning Department for land use matters and by the Mariposa County Public Works Department for matters involving the operation of the Mariposa-Yosemite Airport.

~~6. COMMITTEE DUTIES AND RESPONSIBLITIES~~

~~The Airport Advisory Committee is established as an advisory committee to the Mariposa County Planning Commission and Board of Supervisors. The powers, duties, and responsibilities shall be as follows:~~

~~Section A -~~ **~~To advise and provide recommendations to the Board of Supervisors on the preparation and adoption of an airport comprehensive land use plan for the Mariposa-Yosemite Airport.~~**

~~Section B -~~ **~~To review, advise, and provide recommendations to the Planning Commission and the Board of Supervisors on land use projects in the Mt. Bullion area which may affect airport operations.~~**

~~Section C - To advise and provide recommendations to the Board of Supervisors on the preparation and adoption of an airport master plan, with said airport master plan to include consideration of the operation of the airport.~~

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MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-338

MEETING: June 20, 2023

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works and Transportation

RE: Approve Task Order No. 2 with Mark Thomas in the Amount of $334,217 for Indian Peak over Italian Creek Bridge Design Services; and Authorize the Board of Supervisors Chair to Sign the Task Order

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RECOMMENDATION AND JUSTIFICATION

Approve Task Order No. 2 with Mark Thomas in the Amount of $334,217 for Indian Peak over Italian Creek Bridge Design Services; and Authorize the Board of Supervisors Chair to Sign the Task Order.

The existing bridge on Indian Peak Road over Italian Creek is obsolete. Its located approximately .05 mi west of the intersection of Indian Peak Road and Hirsch Road. The bridge is a single lane timber deck on concrete spread footings. The wingwalls and abutments were repaired after the 2017-18 storms.

The proposed structure will meet current design standards for traffic widths, structural requirements, and have proper traffic rated barrier railings. The proposed bridge deck will have a clear width of 20 feet to meet CAL Fire minimum requirements. The repaired abutments and wingwall will be protected in place and the new bridge is proposed to be constructed over and behind the existing improvements. The project will not increase traffic capacity.

BACKGROUND AND HISTORY OF BOARD ACTIONS

On February 21, 2023, the Board adopted Resolution 2023-98 approving an On Call Contract with Mark Thomas for Civil Engineering Services.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve and staff will need to find an alternative design method before the bridge deteriorates and the road is closed.

FINANCIAL IMPACT

The bridge does not qualify for the FHWA Highway Bridge Program and must be funded by alternative methods. The design will be funded by a combination of State Transportation Improvement Program (STIP), FHWA Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA), and the Road Fund.

ATTACHMENTS

1. **MT Task Order 2**

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District I Supervisor Rosemarie Smallcombe
SECONDER:	District II Supervisor Shannon Poe
AYES:	District II Supervisor Poe, District I Supervisor Smallcombe, District IV Supervisor Forsythe, District V Supervisor Menetrey, District III Supervisor Toso
ABSTAIN:	None

Mariposa County
Department of Public Works

Airport – Cemeteries – Engineering – Facilities
Fleet Maintenance – Parks & Rec – Plant Operations
Roads – Solid Waste – Surveyor – Transportation

4639 Ben Hur Road
Mariposa, CA 95338
(209) 966-5356 office
(209) 966-2828 fax
www.mariposacounty.org

TASK ORDER FOR SERVICES

Mark Thomas Task Order No. 2
Indian Peak Bridge

Date: _____

Authority
This task order is issued under the authority of the 2/21/23 Professional Service Agreement (2023-98) between Mariposa County ('County') and Mark Thomas ('Contractor'). All articles and terms of the Agreement shall apply to work performed under this task order.

Work to be Performed
Consultant shall prepare preliminary plans for the replacement of the Indian Peak Road Bridge over Italian Creek. Work includes Tasks 1-7: (1) Project Management/Coordination, (2) Surveys/Mapping, (3) Field Investigations/Geotechnical Research, (4) Utility Coordination, (5) Environmental Permitting, (6) Right of Way Acquisition Support, (7) Preliminary Design.

The Consultant will perform all services and work product as detailed in the attached Exhibit 'A'.

Compensation
Total Payment for this work is not to exceed $334,217.

Funding Source 5511-350-70331
Payment Schedule Monthly

Notice to Proceed The Contractor is hereby authorized by County with the performance of the Scope of Work described in Exhibit 'A'.

COUNTY OF MARIPOSA

_____
Miles Menetrey, Chair
Board of Supervisors

CONTRACTOR

_____
Ed Noriega
Mark Thomas

COUNTERSIGNED:
(Government Code §25103)

_____
Danielle Bondshu,
Clerk of the Board

APPROVED AS TO FORM:

_____
Steven W. Dahlem
County Counsel

SCOPE OF WORK

PART 1. DESIGN AND DEVELOPMENT TASKS

TASK 1. PROJECT MANAGEMENT/COORDINATION

Task 1.1. Project Development Team Meetings

Mark Thomas, with input from the County, will establish Project Development Team (PDT) meetings for this project. The purpose of the PDT meetings is to provide a forum to share project information, identify critical issues, make decisions, assign project tasks, identify design criteria, or any other items critical to project delivery. Mark Thomas anticipates the following meetings: one project kick-off and four County PDT meetings. This work includes the preparation of the meeting agenda in consultation with County's Project Manager and preparing meeting minutes with action items.

Task 1.2. Client/Agency Coordination

This task will include ongoing general project coordination with the County and other applicable agencies. This task will include preparing memos, letters, e-mail, and phone calls necessary to manage the project.

Task 1.3. Monthly Progress Reports

Mark Thomas will prepare monthly status spreadsheets with each of the invoices submitted for payment. The spreadsheet will show the original budget, reallocated budget, amount spent to-date, amount spent this period, and percentage spent to-date for each task. Accompanying the spreadsheet will be a brief written summary. This scope assumes a total of 18 monthly progress reports.

Task 1.4. Quality Assurance/Quality Control

Mark Thomas Quality Control plan consists of established procedures for performing the work (which are reassessed with each project), including methods for design calculations, establishing appropriate levels of design development for intermediate submittals, identification of required plan checks (who, what, when), design checklists, and methods of project documentation.

TASK DELIVERABLES

- Agenda and Minutes for each PDT meeting (5 total)
- Monthly Project Summary (18 Total)

TASK 2. SURVEYS/MAPPING

Task 2.1. Data Gathering/Review

NorthStar Engineering Group, Inc. (NSE) will research existing horizontal and vertical control monuments in the vicinity of the project to be used for the basis of the project. NSE will perform research of relevant land and survey records at the County to locate all necessary survey and land ownership records including parcel maps, subdivision maps, records of survey, corner records, and County surveys required to complete the field survey, and for analysis, determination, and delineation of the existing land net. Research will be limited to public information.

Task 2.2. Design Surveys

NorthStar Engineering Group, Inc. (NSE) will perform Topographic and Right-of-Way Surveys to provide design control and Right-of-Way Mapping for the project. We will set horizontal and vertical control points for project mapping in accordance with County horizontal and vertical control requirements.
All surveying and mapping shall be in compliance 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 to 8819 of the Public Resources Code; and any other applicable code in the State of California.
The horizontal datum will be based on the current record mapping and will be based on the nearest control. The vertical datum shall be based on the nearest existing Benchmark with a reference elevation based on the North American Vertical Datum of 1988 (NAVD88). Closed network bench loops will be run through the site control monuments.

NSE will perform field surveys to search and locate existing survey monuments and physical evidence required to establish existing rights-of-way and property lines at those locations where any portion of the project infringes upon the required setback limits or lies within 50 feet of project improvements, work areas, storage, and staging areas. We will perform calculations for the right-of-way based on the found monumentation and lines of occupation located with the field survey.

NSE will perform detailed field surveys of the existing roadway corridors, physical improvements, visible utilities, and drainage features as necessary for the project designs. Conventional surveys will be performed to supplement and to survey tie-in points to ensure an accurate design and smooth transitions for the surface improvements and conforms. All work and files will be based on project coordinate control in accordance with County requirements for the preparation of documents and maps.

The Topographic Survey mapping will include the following features needed to complete the design depicting existing visible improvements and utilities. The mapping will be prepared and delivered in an AutoCAD 2020 digital format. The design surveys include:

- Existing pavement and utilities located within the project limits
- Existing pavement profile
- Existing ground elevations
- Drainage features, as necessary, within the project limits
- Physical improvements located within the project limits
- Visible utilities located within the project limits
- Wet utility inverts where accessible
- Existing road crossings and intersections

- Existing creek cross-sections
- Lines of occupation including fences, structures, and apparent encroachments
- Trees (6" or larger)/Limits of tree clusters
- Utility paint marks painted by USA
- Structures
- Existing Bridge

The survey data will be processed and rendered into a Digital Terrain Model (DTM) and CAD base map. The CAD map will exhibit 1-foot contours, spot elevations, all pertinent surface features, tree measurements, and utilities.

Task 2.3. ROW Retracement Surveys

NSE will perform an ownership boundary retracement survey. We will search, recover, describe, and tie-in existing controlling land survey monuments, followed by observation adjustment and calculating coordinates for the rights-of-way and centerlines.

Task 2.4. Prepare Landnet/ Survey Control

NSE will prepare a land net map to depict the condition of existing property ownership boundaries, lines, and monuments. Effort entails completion of work activities required to analyze, determine, and delineate a single land net that encompasses the whole project. The land net map will be developed in a CADD drawing file and delineate existing property ownerships and monuments. This task does not include calculations or delineation of new parcels or ownership lines and does not include acquisition and review of preliminary title reports. Parcel lines will be shown as delineated on the County's assessor parcel maps or as shown on record subdivision maps, parcel maps, corner records, and record of survey maps.

TASK DELIVERABLES

- Digital Terrain Model and Land Net Drawing (AutoCad 2020) submitted through file transfer.

TASK 3. FIELD INVESTIGATIONS/GEOTECHNICAL RESEARCH

Task 3.1. Preliminary Foundation Report

Crawford will prepare a Preliminary Foundation Report (PFR) that will address design alternatives considered for this project as part of Type Selection. The PFR will be based on existing subsurface data, Bridge Inspection Reports, published geologic mapping and seismicity data, aerial photographs, preliminary project data, and a site review.

The PFR will summarize anticipated earth materials and conditions based on reference data and site exposures; provide preliminary seismic input parameters (including ARS Curve consistent with current Caltrans practice); discuss preliminary foundation types (e.g., spread footings, driven piling and cast-in-drilled-hole piling); provide preliminary foundation recommendations; discuss liquefaction potential and discuss roadway approaches. The Preliminary Foundation Report will be submitted electronically as a Portable Document Format (PDF) file.

Task 3.2. Foundation Report

Following type-selection, Crawford will perform a site-specific foundation study to evaluate the subsurface conditions for foundation design of the selected alternative.

Task 3.2.1. Coordination, Obtain Permits and Mark for USA

- Determine exploration locations, determine site access, and mark our exploration locations for USA North 811;
- Obtain a Mariposa County Environmental Health Permit for our borings; and
- Obtain a Mariposa County Encroachment Permit.

Task 3.2.2. Subsurface Exploration

Crawford will conduct a subsurface exploration program to characterize the subsurface conditions for the bridge structure. Crawford will drill, log, and sample the following two test borings. The borings will be located at the proposed supports for the bridge structure and will reach maximum depths of approximately 40 to 50 ft below ground surface or until auger refusal. If intact rock is encountered, Crawford plans to rock coring to a maximum depth of 20 ft.

The drilling contractor will advance borings with a rubber-tired, track mounted drill rig using 6 to 8-inch-diameter hollow or solid stem augers until intact rock is encountered and rock coring methods are used. Standard Penetration Testing (SPT) and California Modified sampling will be performed within borings to obtain samples and blow count information. A Crawford Engineer/Geologist will direct the sampling and log the borings consistent with current Caltrans procedures/requirements. At a minimum, we will sample at 5-foot intervals. We will deliver the samples to the laboratory for strength and classification testing. Surface and groundwater conditions will be noted where encountered. The borings will be backfilled per County requirements. Traffic control is expected to consist of a shoulder closure.

Task 3.2.3. Laboratory Testing

Crawford will complete the following laboratory tests on bulk and relatively undisturbed samples obtained from the exploratory borings (as appropriate):

- Moisture Content and Unit Weight for bearing capacity and lateral capacity;
- Sieve Analysis and Plasticity Index for soil classification;
- Resistance Value for pavement design;
- Point loads and unconfined compressive strengths for rock strength;
- Resistivity, pH, Sulfate Content, and Chloride Content for soil corrosivity analysis; and
- R-value.

Task 3.2.4. Engineering Evaluation and Analysis

Crawford will perform engineering evaluation and analysis (using computer software where applicable) for the following: axial capacity/bearing resistance; lateral capacity; pile drivability analysis; settlement and downdrag; site seismicity including procedures consistent with current Caltrans Seismic Design Criteria to determine the site acceleration response spectrum (ARS); liquefaction potential; lateral earth pressure and coefficient of friction to resist sliding; flexible pavements; and soil corrosivity.

Task 3.2.5. Foundation Report

Crawford will prepare a Foundation Report (FR) for the bridge structure (consistent with current Caltrans guidelines/format) for review and comment by the design team. The report will provide a site/project description, summarize site geology and geologic reconnaissance, subsurface exploration and field and laboratory soil tests, discuss scour considerations as applicable (based on Hydraulics Report prepared by others), and include a “Log of Test Borings” (LOTB) drawing. Earth materials and foundation conditions will be discussed including seismic criteria and the design

ARS curve. The report will discuss structure foundation conditions/constraints, recommended type, loading of bridge foundation elements, and include construction considerations. The report will also include/address approach roadway site preparation and grading.

The FR will be submitted electronically as a PDF file. A Final Foundation Report will be signed and stamped by Crawford after addressing written comments.

Task 3.3. Plan Review and Consultation

Crawford will provide consultation on geotechnical topics and perform a geotechnical review of the preliminary plans (30% or 90%) and final (100%) plans/specifications and provide comments to the design team.

TASK DELIVERABLES

- Preliminary Foundation Report
- Draft & Final Foundation Report

TASK 4. UTILITY COORDINATION

Task 4.1. Utility Coordination

Mark Thomas will prepare and mail (on County letterhead) "A" and "B" Utility letters. Using USA North, a list of potential utility companies in the project vicinity will be prepared. Mark Thomas will map the existing utilities based on as-built plans, utility maps, field observation, and topographic surveys of above-ground utilities. It is anticipated that there will be no utility relocations associated with the project. If conflicting utilities are identified, Mark Thomas will inform the County and request additional services to coordinate the design and relocation of affected utilities.

TASK DELIVERABLES

- Utility A, B, and C Letters for County Signature

TASK 5. ENVIRONMENTAL PERMITTING

Task 5.1. Initial Study/Mitigated Negative Declaration

The project consists of a single span two-lane bridge replacement. This project will result in construction activity that could result in environmental impacts. To support the CEQA analysis, FCS will coordinate preparation of supporting technical analyses for local agency compliance. To meet this need, FCS has prepared the following scope of work for preparation of an Initial Study/Mitigated Negative Declaration (IS/MND) pursuant to CEQA. The funding sources has been identified as STIP, State-only funding and there is no Caltrans review required.
The following tasks are proposed to complete the identified Scope of Work for an IS/MND.

Task 5.1.1. Project Initiation and Kick-off Meeting

FCS will review relevant background material, develop an initial data needs list, and coordinate with the County of Mariposa to schedule a kick-off meeting (it is anticipated that the kick-off meeting will be completed via teleconference). The intent of the kick-off meeting is to clarify and confirm the details of the Scope of Work and

schedule, obtain copies of the project plans and other relevant information, and identify key points of contact. FCS will review relevant background documents to ensure project understanding. It is typically helpful to have all relevant team members attend this call (i.e., County, civil engineering design team, and general contractor, if applicable). FCS Senior Air Quality Scientist will also attend this meeting to clarify data needs. FCS will also provide a Request for Information (RFI), which will detail additional information needed to complete CEQA analyses. A site visit will be conducted as part of the project initiation process to document existing conditions.

Task 5.1.2. Preparation of Comprehensive Project Description

Using the information obtained during project initiation, FCS will prepare a comprehensive Project Description for the County of Mariposa's review and approval. Pursuant to CEQA Guidelines Section 15124, the Project Description will identify the project location, describe the project characteristics, identify necessary approvals, and list other agencies that may use the document for environmental review. The Project Description will use graphics and tables to clearly convey relevant information to the reviewer and will include all of the information required to define the proposed project for the purposes of CEQA, including a clear explanation of the development components of the proposed project, a description of the construction and operational activities associated with the proposed project, and clearly illustrated project components displayed in exhibits based on Geographic Information System (GIS) data.

The approved Project Description will form the basis for evaluating the proposed project in the CEQA document. The draft Project Description will be submitted to the County of Mariposa for review and approval prior to the development of the Administrative Draft CEQA document. It is assumed that the County of Mariposa will provide one set of consolidated, vetted comments (with tracked changes in the Word document) on the draft Project Description and a complete RFI to FCS within 2 weeks of submittal. Changes to the Project Description made after approval may require a Change Order and may extend the project schedule.

TASK DELIVERABLES

- Electronic copy (via email/Dropbox in Microsoft Word and PDF) of the Draft Project Description in Word format to the County of Mariposa.
- Electronic copy (via email/Dropbox in Microsoft Word and PDF) of the final Draft Project Description in Word format to the County of Mariposa.

Task 5.1.3. Preparation of Technical Studies

Task 5.1.3.1. Air Quality, Greenhouse Gas Emissions, and Energy Analysis

FCS will prepare an air quality, greenhouse gas (GHG) emissions, and energy analysis to evaluate project-related construction and operational activities. The analysis will be wholly contained in the appropriate sections of the IS/MND with any relevant supporting technical data appended to the document.

Air Quality Analysis

FCS will prepare an air quality analysis consistent with the requirements of the State CEQA Guidelines and Mariposa County Air Pollution Control District (Mariposa County APCD) to support the CEQA document. The proposed project would include construction activities that would generate ozone precursor and criteria air pollutant emissions. FCS will use methodologies and guidance recommended by the Mariposa County APCD to model and evaluate the project's air quality impacts.

Short-term construction emissions will be quantified using an appropriate emissions model, such as the latest version of the California Emissions Estimator Model (CalEEMod) or the latest version of the Road Construction Emissions

Model. As applicable, the modeling will incorporate project-specific construction data (such as duration of construction, area of land to be disturbed/graded, etc.).

It is expected that the project would not result in increased capacity or additional vehicle trips. As such, the project is expected to emit minimal long-term (i.e., operational) regional criteria air pollutant and precursor emissions. Therefore, impacts to air resources during project operations will be addressed qualitatively.

The Mariposa County APCD and the California Air Resources Board (ARB) suggest impacts associated with toxic air contaminant (TAC) exposure should be addressed on a case-by-case basis, taking into consideration the specific characteristics of each project and proximity of sensitive receptors to sources of TACs. Based on the proximity of sensitive receptors, FCS recommends performing a screening level risk assessment to evaluate potential construction-related TAC impacts. The major TAC that would be generated by the project that affects health impacts in the air is diesel particulate matter (DPM). DPM from the operation of diesel trucks and heavy construction equipment has been identified by the ARB as a carcinogen that can result in long-term health impacts. Based on the nature of the project, it is anticipated that a screening-level risk assessment will be sufficient to address potential impacts from the project. The screening evaluation may be conducted using tools such as AERSCREEN or may address potential impacts qualitatively.

FCS assumes that an operational HRA will not be warranted to identify and quantify the potential health risks during project operations. The project's potential to expose sensitive receptors to elevated levels of TACs during operations will be addressed qualitatively.

Greenhouse Gas Emissions Analysis

The project is not expected to result in increased capacity or any activities that would increase greenhouse gas emissions during long-term operations. As such, the project's potential to adversely affect GHG resources will be addressed qualitatively.

Energy Analysis

FCS will provide an analysis of energy impacts consistent with the CEQA Guidelines Appendix F Energy analysis requirements. The energy analysis will summarize relevant federal, State, and local regulations and policies that address energy consumption and demand, alternative fuels, and nonrenewable resources to determine whether the proposed project would conflict with or obstruct any required policies or mandatory measures related to energy conservation. As applicable, FCS will provide energy consumption estimates associated with the construction and operation of the project.

Data Needs and Assumptions

FCS will prepare and submit an RFI for the County to provide all necessary project parameters required to assess potential air quality, GHG, and energy impacts. This Scope of Work assumes relevant data (e.g., the construction schedule) will be provided by the County. However, if project-specific information is not available, FCS can work with the County to develop reasonable assumptions based on standard approaches and professional experience. This analysis will be completed within 6 weeks of receipt of the RFI response and the client-approved project description. If changes are made to the Project Description that would require re-modeling for the above Scope of Work, it would be accomplished as an additional service not included in this Scope of Work.

Task 5.1.3.2. Biological Resources Analysis

FCS will prepare a biological resources evaluation to analyze potential project impacts. The analysis will be wholly contained in the Biological Resources Section of the IS/MND with any relevant supporting technical data appended to the document. The evaluation will consist of the following tasks:

Literature Review

Existing information, including maps, aerial photographs, documents, and correspondence relative to the project site, will be reviewed and analyzed, including the following:

- Existing biological resource documentation and studies within the immediate vicinity of the project site;
- The Federal Register listing package for each federally listed endangered or threatened species potentially occurring on the project site;
- California Natural Diversity Database (CNDDB) and California Native Plant Society (CNPS) Electronic Inventory (CNPSEI) information regarding special-status species potentially occurring on the site; and
- US Geological Survey (USGS) topographic maps and current aerial photos will be reviewed for evidence of US Army Corps of Engineers (USACE), Regional Water Quality Control Board (RWQCB), and/or California Department of Fish and Wildlife (CDFW) jurisdictional areas pursuant to Section 404 of the Clean Water Act and Section 1602 of the California Fish and Game Code.
- The County of Mariposa General Plan.

General Biological Survey and Habitat Assessment

Following the review of existing information, FCS will conduct a single reconnaissance-level survey to identify the presence/absence of any potential sensitive wildlife species or their habitat (e.g., nests, bat roosts) within the project area. FCS will identify the project site's general biological resources and document the existing habitats and other project features. The field survey will focus on determining suitable habitat for sensitive plant and wildlife species as well as any sign of wildlife movement through the project area.

Sensitive biological resources include any plants, animals, or habitats considered rare, endangered, threatened, sensitive, or otherwise unique by government agencies, such as the CDFW, US Fish and Wildlife Service (USFWS), or recognized conservation organizations, such as the CNPS. The presence and extent of suitable habitat for special-status plants, animals, or sensitive habitats on the project site will be determined, mapped, and considered regarding potential project-related impacts.

The need for additional focused surveys for special-status plant and/or wildlife species on the project site cannot be determined until the habitat is evaluated. This Scope of Work does not include focused surveys for any special-status plant or wildlife species. However, following the biological resources analysis, protocol-level surveys for specific species may be recommended based on survey findings.

The field survey will also include a reconnaissance-level assessment of the presence or absence of waters of the US or State on the project site, which may be potentially subject to the jurisdiction of the USACE, the RWQCB, and/or the CDFW. This task includes a visual assessment of the existing conditions on-site but does not include a formal jurisdictional delineation of wetlands and other waters of the US or the State.

Following completion of the reconnaissance-level survey, FCS will prepare the Biological Resources section of the Draft IS/MND for the proposed project to identify potentially significant environmental impacts. The Draft IS/MND section will include identification of any potential impacts and corresponding project-level mitigation measures to reduce such impacts to less than significant levels.

Task 5.1.3.3. Cultural Resources Analysis

FCS will assess the potential for existing and undiscovered cultural resources at the project site, the results of which will be incorporated directly into the IS/MND. The Cultural Resources section of the IS/MND will detail the results of the field investigation, background research, record searches, and any additional resources identified during the study.

This section will include recommendations for further study and/or mitigation within the project area, as needed. Copies of all correspondence, non-confidential research results, and site survey photographs will be included in the appendices of the IS/MND.

This task assumes the preparation of a separate, stand-alone cultural resources report will not be necessary. However, should significant unassessed cultural resources be identified during the study, an additional Site Recordation and Reporting task will be provided under a separate scope and fee, with authorization.

Record Searches

FCS will review and incorporate records search information from the Central California Information Center (CCIC) affiliated with California State University, Stanislaus. The record search will include a search of previous studies and identified cultural resources within the project area and a 0.5-mile research buffer around the project boundary. The National Register of Historic Places, the California Register of Historical Resources, the California Historical Resources Inventory, the California Historical Landmarks, the California Points of Historical Interest listings, and the California Built Environment Resource Directory, Archaeological Determinations of Eligibility, historic maps, and photographs will be consulted along with other pertinent historic data.

A letter will be sent requesting the Native American Heritage Commission (NAHC) search their Sacred Lands File and provide recommendations on any Native American concerns and potential Tribal Cultural Resources (TCRs). From the Native American representatives list provided by the NAHC, letters will be sent to each tribal representative requesting any additional information they may have about the proposed project area. Please note that this process is for information gathering purposes in order to support conclusions made within the Cultural Resources Assessment and does not constitute consultation pursuant to Public Resources Code Sections 21080.3.1 and 21080.3.2 (a.k.a. AB 52). Compliance with tribal notification and consultation under AB 52 are the responsibilities of lead agencies under CEQA, and FCS is available to provide additional consultation assistance upon request.

FCS will also contact the UC Berkeley Museum of Paleontology and request a paleontological records search for the subject property and surrounding area. The records search will provide information regarding the relative sensitivity of the parcel to contain fossils. The results of the paleontological records search will be summarized in the Geology and Soil section of the IS/MND and will include recommendations for any mitigation measures deemed appropriate.

Cultural Resources Field Survey

A pedestrian field survey will be conducted for the project area by an FCS Project Archaeologist utilizing standard 15 meter transect intervals, as appropriate, and will include all portions of the project site, where possible and will be intensively examined for the presence of cultural resources in accordance with established standards. Transect interval spacing may be modified depending on cultural sensitivity, access restrictions, and safety. The survey will be non-ground disturbing and no surface collection of artifacts will occur. The field crew will maintain field notes – including digital photographs – and the findings will be made available to the client immediately following the field investigation.

An initial review of the project location indicates that while the bridge is older than 45-years in age, it is not listed on the Caltrans Historic Bridge Inventory. However, depending on the initial background research and field survey findings, documentation of this structure may be necessary (see Optional Site Recordation and Stand-alone Cultural Resources Report below).

Optional Site Recordation and Stand-alone Cultural Resources Report

Any unassessed cultural resources, including archaeological sites, historical sites, buildings, structures, objects, landscapes, or complexes of historic age identified during the study will need to be assessed for significance and recorded on appropriate Department of Parks and Recreation (DPR) 523 forms. Should initial study reveal that a more

detailed assessment (i.e., historic context statement, laboratory analysis, architectural assessment, archaeological testing, etc.) is required to properly record the resources, a stand-alone cultural resources report will be written to accompany the initial study.

It is currently assumed that no cultural resources will require assessment and subsequent recordation on DPR523 forms, and that a stand-alone report will not be required. Recordation and assessment costs are highly dependent on what is found and will be addressed in a separate scope of work, if required.

Task 5.1.3.4. Noise Analysis

FCS will complete a noise analysis that will include an evaluation of short-term (construction) and long-term (operation) noise impacts to satisfy the County's noise impact analysis requirements. The analysis will be wholly contained in the CEQA document and the supporting technical data will be appended to the document.

Compile and Summarize Background Information

The general characteristics of sound and the categories of audible noise will be described. The regulatory framework related to noise, including applicable federal, State, and County plans, policies, and standards, will be summarized. The existing ambient environment conditions will be documented through traffic noise modeling and an ambient noise monitoring effort. Up to 3 short-term noise measurements will be taken to document existing daytime ambient noise levels near off-site sensitive receptors in the project vicinity.

Construction Noise and Vibration Impact Analysis

Construction would involve the short-term operation of heavy equipment in the vicinity of sensitive receptor land uses. EPA-recommended noise emission levels will be used for the construction equipment. Noise analysis requirements and thresholds of significance will be based on the sensitivity of the project area and the County's Noise Ordinance specifications. FCS will also analyze potential vibration impacts from construction activities associated with development that could occur with implementation of the proposed project. FCS will utilize the methodology and thresholds contained in the Transit Noise and Vibration Impact Assessment Manual prepared by the Federal Transit Administration for determining construction-related groundborne vibration impacts.

Operational Noise Impact Analysis

The project is not expected to result in increased capacity or any activities that would increase noise levels during long-term operations. As such, the project's potential to adversely affect existing operational noise levels will be addressed qualitatively.

Data Needs and Assumptions

This Scope of Work assumes relevant data, including site plan and project traffic data, will be provided by the project County. This analysis will be completed within 4 weeks of receipt of the necessary project data and the County-approved Project Description. If changes are made to the Project Description that would require re-modeling for the above Scope of Work, the re-modeling would be accomplished as an additional service not included in this Scope of Work.

TASK DELIVERABLES

- The technical analyses descried above will be wholly contained in the CEQA document and the supporting technical data will be appended to that document.

Task 5.1.4. Preparation of Administrative Draft IS/MND

FCS will utilize the above listed technical studies, as well as County-prepared studies (assumed to consist of a transportation assessment, geotechnical report, and Phase I ESA) in support of the IS/MND. This Scope of Work assumes that the County-prepared studies will be adequate for the purposes of CEQA and that no peer review will be required. The Administrative Draft IS/MND format will include separate sections for discussion of each CEQA Guidelines Appendix G Environmental Checklist impact category, and it will be adequately supported by exhibits (including color GIS mapping, as appropriate). The Administrative Draft IS/MND will evaluate project impacts against each question on the Appendix G Environmental Checklist and determine whether a potentially significant impact could occur that requires mitigation or if impacts would be less than significant and would not require mitigation. If potentially significant impacts are identified, FCS will draft mitigation measures that would reduce the impact to a less than significant level.

The following issues will be evaluated in the Administrative Draft IS/MND:

- Aesthetics
- Agriculture and Forestry Resources
- Air Quality
- Biological Resources
- Cultural Resources
- Energy
- Geology and Soils
- GHG Emissions
- Hazards and Hazardous Materials
- Hydrology and Water Quality
- Land Use and Planning
- Mineral Resources
- Noise
- Population and Housing
- Public Services
- Recreation
- Transportation
- Tribal Cultural Resources
- Utilities and Service Systems
- Wildfire
- Mandatory Findings of Significance

Each Environmental Checklist impact category will consider applicable local regulations and guidelines, as appropriate, including the General Plan and General Plan EIR.

TASK DELIVERABLES

- Electronic copy (via email/Dropbox in Microsoft Word and PDF) of the Administrative Draft IS/MND to the County.

Task 5.1.5. Preparation of Screencheck Draft IS/MND

This Scope of Work assumes the County will provide one set of consolidated, vetted comments (with tracked changes in the Word document) on the Administrative Draft IS/MND. Once FCS receives these comments, FCS will complete revisions and prepare a Screencheck Draft IS/MND for review.

Note that this Scope of Work assumes only one round of County comments and revisions to the Administrative Draft IS/MND. Should hours spent on this task exceed the cost identified herein, FCS shall coordinate with the County regarding the need for additional funds to ensure implementation of all comments in the Screencheck Draft IS/MND.

TASK DELIVERABLES

- Electronic copy (via email/Dropbox in Microsoft Word and PDF) of the Screencheck Draft IS/MND to the County.

Task 5.1.6. Preparation of Public Review Draft IS/MND

This Scope of Work assumes the County will provide one set of consolidated, vetted comments (with tracked changes in the Word document) on the Screencheck Draft IS/MND. Following receipt of any comments on the Screencheck Draft IS/MND, FCS will complete revisions and prepare the Draft IS/MND. This Scope of Work assumes the County will distribute copies of the Draft IS/MND to responsible agencies and the public for a 30-day public review period. FCS will post the Draft IS/MND, NOC, and Summary Form to the State Clearinghouse's online portal, CEQAnet, to formally commence the 30-day review period. This Scope of Work assumes that the County will be responsible for local distribution and noticing, including, but not limited to, newspaper noticing or radius mailing.

TASK DELIVERABLES

- Electronic copy (via email/Dropbox in PDF) of the Draft IS/MND to the County.
- Electronic copy (in PDF) of the Draft IS/MND (including appendices), Summary Form, and NOC to the State Clearinghouse via CEQAnet.

Task 5.1.7. Responses to Comments (Optional)

The CEQA Guidelines indicate that lead agencies are not required to respond to written comments submitted in response to Draft IS/MNDs. However, lead agencies often request that written responses be provided to all written comments to demonstrate that the lead agencies considered the concerns, questions, or objections raised by public agencies or private parties. Additionally, the Responses to Comments will contain an Errata section, which will document necessary revisions to the text of the Draft IS/MND in strikeout-underline format (if required). Note that FCS has budgeted for one round of revision, based on a single consolidated set of County comments on the draft Responses to Comments and Errata. Should the effort required to respond to the comments and prepare the Errata exceed the estimated cost herein an augment will be required.

DELIVERABLES

- Electronic version (via Dropbox) of the draft Responses to Comments and Errata to the County.
- Electronic version (via Dropbox) of the final Responses to Comments and Errata to the County.

Task 5.1.8. Preparation of Mitigation Monitoring and Reporting Program

FCS will prepare a comprehensive Mitigation Monitoring and Reporting Program (MMRP), pursuant to CEQA Guidelines Section 15097. The MMRP will contain all mitigation measures identified in the Draft IS/MND. This comprehensive MMRP will provide the County with a single source of reference to the full range of mitigation measures to be implemented. For each measure or group of similar measures, the agency responsible for ensuring proper implementation will be identified, along with the timing and method of verification.

Once FCS receives consolidated, vetted comments (with tracked changes in the Word document) on the MMRP, FCS will complete revisions and provide the County with an MMRP.

TASK DELIVERABLES

- Electronic copy (via email/Dropbox in Microsoft Word) of the draft MMRP to the County.
- Electronic copy (via<email/Dropbox in PDF) of the MMRP to the County.

Task 5.1.9. Attend Public Hearings

This Scope of Work assumes that FCS's Project Manager will attend up to 2 public hearings at the Planning Commission and/or Board of Supervisors. A time budget of 16 hours per meeting (including time for preparation, travel, and coordination) is assumed. If the County staff requests additional meeting attendance by FCS staff, or if the amount of time involved in these meetings exceeds the initial budget allocation, FCS will notify the County of the additional costs and obtain authorization for the extra meeting time.

Task 5.1.10. Preparation of Notice of Determination

FCS will prepare the Notice of Determination (NOD). Pursuant to CEQA Guidelines Sections 15075 and 15094, County staff would be responsible for filing the NOD with the Mariposa County Clerk's Office within 5 business days of IS/MND adoption. The County will be responsible for paying the associated filing fees: CEQA filing fee (currently $2,764) and any County filing fees (currently $50).

TASK DELIVERABLES

- Final Electronic copy (via email in PDF) of the Notice of Determination to the County.

Task 5.1.11. Project Management and Coordination

In addition to the research, analysis, communications, and report writing tasks described above, FCS will perform a variety of project management duties to ensure that the CEQA document meets County's standards of quality and that it is delivered on time and within budget. These duties will include team supervision and coordination, oral and written communications with County staff, project accounting, and quality assurance review of all deliverable products by FCS's Project Director and Technical Editor. These services will also include ongoing support to County staff, such as regular schedule updates and discussions of technical issues. FCS's Project Director or Project Manager will attend coordination meetings with County staff. This Scope of Work assumes 10, half hour coordination meetings. A not-to-exceed budget has been established to cover attendance at these meetings. If the County staff requests additional meeting attendance by FCS staff, or if the amount of time involved in these meetings exceeds the initial budget allocation, FCS will notify the County of the additional costs and obtain authorization for the extra meeting time.

Tasks Outside the Scope of Work

The following are tasks FCS has identified as falling outside its Scope of Work for the proposed project.

Newspaper Noticing/Local Noticing

FCS assumes that County of Mariposa will prepare the Notice of Availability for the IS/MND and the Notice of Public Hearing for the public meeting(s) at which the IS/MND will be considered for certification. These notices are typically published as a legal advertisement in a local newspaper or mailed directly to surrounding property owners and interested parties.

Printing/Shipping

FCS will provide all deliverables to Mariposa County electronically. This Scope of Work assumes that County staff will coordinate and cover costs of printing or shipping, as/if needed. FCS can assist with these services under separate authorization and fee.

Task 5.2. Environmental Permit Support

The following tasks are typically required for bridge replacement projects. If it is determined that they are not necessary, then these tasks would not be performed and the associated budget would not be required.

Task 5.2.1. Jurisdictional Delineation

FCS will prepare a jurisdictional delineation report, which will characterize the extent of potentially jurisdictional features within the study area. The Study Area is based on updated site mapping provided by Mark Thomas. The delineation will characterize and determine the extent of potential jurisdictional features within the study area. These include areas subject to the jurisdiction of the United States Army Corps of Engineers (USACE) under Section 404 of the Clean Water Act (CWA), the Regional Water Quality Control Board (RWQCB) under Section 401 of the CWA, and/or the Porter-Cologne Water Quality Control Act, and California Department of Fish and Wildlife (CDFW) under Section 1602 of the California Fish and Game Code.

The USACE and RWQCB delineation will be performed in accordance with methodologies within the USACE Wetland Delineation Manual and Arid West Regional Supplement. The delineation consists of the field identification of jurisdictional features using the three criteria described in the USACE manual: hydric soils, hydrology, and hydrophytic vegetation. The CDFW regulates activities that would alter the flow, bed, channel, or bank of streams and lakes. FCS will identify CDFW jurisdictional limits within the project boundaries by identifying the top of the stream banks, or the outer edge of riparian vegetation (whichever is wider), to determine CDFW-regulated resources.

Following the fieldwork for the delineation, FCS will prepare a Jurisdictional Delineation Report that conforms to requirements set forth by the USACE to document the results of the field delineation. The report will describe existing conditions, soils, hydrology, watersheds, and other pertinent information. Each feature will be described in terms of its width, length, vegetative characteristics, and jurisdictional characteristics. The report will use matrices and tables to assist the reader in readily accessing jurisdictional information for the proposed project. Detailed maps, photographs, and figures will be included in the report to depict the locations of the jurisdictional features within the project site.

This task assumes that one on-site meeting with the USACE and/or any other applicable regulatory agency will be required to verify the delineation. This task also includes one round of revisions to the Jurisdictional Delineation Report and associated maps based on input received from the USACE and/or any other applicable regulatory agency. If further on-site meetings or revisions are required, FCS can complete those requests following a budget augment.

Task 5.2.2. Prepare and Submittal of CWA Section 404 Permit Application

FCS will prepare a PCN for a NWP, which will include a project description, a discussion of avoidance and minimization of impacts, the jurisdictional delineation, existing functions and values of the affected creek, and all associated figures (vicinity maps, project site map, construction/improvement cross sections, etc.) and copies of the permit applications to Regional Water Quality Control Board (RWQCB) and CDFW. FCS will coordinate with USACE following the submission of the PCN and providing correspondence as needed during the permitting period. It is assumed that one on-site meeting will be required during the permitting process.

This scope of work and fee assumes that the proposed project will need and qualify for Nationwide Permit (NWP) with a required pre-construction notification (PCN).

Task 5.2.3. Section 106 Report

Should it be required, FCS will produce a Section 106 of the National Historic Preservation Act compliant study under 404 of the Clean Water Act. Additional studies under Section 106 could include, but may not be limited to, a Historic Properties Treatment Plan (HPTP). Potential costs for these studies are highly dependent on what is found and what is required by the lead agency and will be addressed in a separate scope of work, if required.

Task 5.2.4. Prepare and Submittal of CWA Section 401 Permit Application

FCS will complete and submit an application for a federal CWA Section 401 Water Quality Certification to RWQCB. The application will include the project location and existing conditions, a project description and impact analysis, existing functions and values of the affected creek, discussion of beneficial uses, proposed measures to prevent impacts to water quality, measures to maintain and improve water quality, all associated figures (vicinity maps, project site map, construction/improvement cross sections, etc.), and copies of the permit application submitted to the USACE and CDFW. Certain engineering graphics and calculations may be required from the project engineers, a hydrologist, and a QSD/QSP in order to complete this application (i.e., best management practices, stormwater detention/retention) FCS will coordinate with RWQCB following the submission of the application, including attending and preparing for the mandatory pre-application meeting and providing correspondence as needed during the permitting period. The Application Fee will be paid directly by the applicant. Fees are assessed based on the nature of the dredge or fill discharge and the project type. Please note that the Application fee is not included in the proposal or cost estimate.

This scope of work and fee assumes that the proposed project will not require the preparation of an alternatives analysis. If it is determined that an alternatives analysis will be required, FCS can provide that request following a budget augment.

Task 5.2.5. Prepare and Submittal of Application for California Department of Fish and Wildlife Streamed Alteration Agreement

FCS will submit Streambed Alteration Notification (i.e., permit application) to the CDFW. Please note, CDFW requires a Project Applicant/Property Owner (not a consultant) to register an online account through the CDFW's Environmental Permit Information System (EPIMS). Once the EPIMS account is created by the applicant, and the credentials are shared with FCS, we will be able to submit the permit application and supporting information to the CDFW through EPIMS. The application will include a project description, discussion of avoidance and minimization of impacts, a jurisdictional delineation, impacts to sensitive plants and wildlife, all associated figures (vicinity maps, project site map, construction/improvement cross sections, etc.) The Notification Fee will be paid directly by the applicant either online through the EPIMS account or by paper check (please note that the CDFW fee is not included in the proposal or cost estimate). FCS will coordinate with CDFW following submission of the application, including attending one meeting and providing correspondence as-needed during the permitting period, including one round of written responses to a set of written comments (typically requested by CDFW through the application completion process).

TASK 6. RIGHT OF WAY ACQUISITION SUPPORT

Task 6.1. Plats & Legal Description

NorthStar Engineering Group, Inc. (NSE) will prepare wet stamped and signed plats and legal descriptions for up to 2 parcels for right-of-way acquisitions, temporary construction easements, and easements for staging areas. Perform a field survey to set "Show Me" stakes for Owner's review and coordination.

Task 6.2. Appraisal Waiver

Based on initial review of the preliminary plans there will be TCEs or permanent rights necessary from 2 parcels at the Indian Peak Road Structure. The assumption is no appraisals will be required for the project. Instead, we are recommending Waiver Valuations in Lieu of an Appraisal. This will save up to two months in the valuation timeline, and over $10,000 in consultant costs. Because they will not be recorded, the Waivers for the TCE only parcels can be completed with an exhibit rather than a plat and legal, saving up to an additional $15,000 in surveying fees.

For federally funded projects, an appraisal is not required if it determined the value of the proposed acquisition is uncomplicated and the fair market value is estimated at $10,000 or less. Accordingly, Monument will prepare a valuation report by utilizing the "Waiver Valuation in Lieu of Appraisal" procedures described under 49 CFR 24.102(c)(2) and Section 07.02.13, Chapter 7 of the Caltrans Right of Way Manual. Waiver Valuations are suitable for purposes of establishing the Amount of Just Compensation and conduct good faith negotiations, however, they cannot be used for eminent domain proceedings.

- Monument will prepare and mail a "Notice of Decision to Inspect" to the property owner with the appropriate Acquisition Brochure and Title VI information and request permission to conduct an on-site inspection of the property.
- Review design plans, title information, legal descriptions and plat maps, and any other information pertaining to the subject property.
- Perform an inspection of the subject property with the owner and document and photograph the use, special features and any site improvements within the proposed acquisition area.
- Research and analyze relevant market information and formulate the valuation amount of the proposed acquisition.
- Prepare a "Waiver Valuation in Lieu of Appraisal" report utilizing the Caltrans form 7-EX-21A provided in Chapter 7 "Appraisal" in the Caltrans Right of Way Manual.

Task 6.3. Acquisition/Negotiations

Monument will provide ROW delivery services required for the County to purchase right-of-way required to construct the Project. The tasks will be performed in accordance with applicable Federal, State and local regulations, Caltrans Policies and Procedures and County's right-of-way Policies and Procedures.

Monument will provide the following services under the direction of the County staff:

- Provide the Acquisition and Negotiations Services to acquire the property interests required for the Project in a timely, efficient manner for up to a total of 18 hours or 60 days. Work shall be performed in accordance with Caltrans and the County's Policies and Procedures and applicable Federal, State and local regulations.
- Coordinate and manage the acquisition process with the County, legal counsel, design team, property owners, and tenants along with the title company, appraisers and other consultants to insure effective cross-discipline communications.
- Review right-of-way plans, appraisal reports, title reports, appraisal maps and legal descriptions and all other pertinent documents.
- Prepare acquisition offer packages consisting of the County's written purchase offer, waiver valuation, acquisition brochure, acquisition agreement, conveying instruments (Grant Deed, Permanent and/or Temporary Easements, etc.), Certificate of Acceptance, recommendation of Amount of Just Compensation, plat maps and legal descriptions, and Title VI Information.

- Monument's acquisition agent will meet personally with each property owner to present the County's purchase offer, explain the project design requirement, and inform him or her of the County's right-of-way acquisition process.
- Negotiate personally in good faith with each property owner, his/her agent or representative and discuss appraisal and valuation of the property interests, gather information from the property for consideration and address any questions or concerns that may arise during the acquisition process.
- Establish and maintain an acquisition file for each property owner or property interest acquired and maintain a file checklist pursuant to the County's specifications.
- Promptly transmit executed documents (acquisition agreements, executed deeds) to the County for acceptance and processing. A report summarizing the pertinent information relative to the transaction will be included.
- Prepared and submit a Letter of Recommendation to the County for any proposed administrative settlements with property owners. The letter will include a chronology of the negotiation efforts, provide supporting evidence and documentation and an explanation of the benefits and rationale behind the recommendation.
- Escrow Coordination – We recommend working through escrow for the transactions that include permanent right of way. Monument will coordinate opening of escrows with direction from the project manager, assist the escrow company in obtaining additional documentation as necessary to provide clear title to the County, supervise and review the closing of escrows, and review closing statements for completeness and accuracy. We will serve as liaison between the title company, escrow holder, and the County. Upon closing of escrow, tax cancelation letters will be prepared for County signature, as necessary, for fee interest acquisitions.

TASK DELIVERABLES

- Plats and legal description (2)
- Waiver Valuations (2)
- Signed agreements (2)

TASK 7. PRELIMINARY DESIGN

Task 7.1. Geometric Approval Drawings - 30% Plans

Task 7.1.1. Roadway

The 30% Plan Submittal will serve as the Geometric Approval Drawings used to show the project area with enough detail for the County to give the authorization for Mark Thomas to begin the construction drawings. The plans will show plan and profile of the roadway and bridge, lane and shoulder widths, and striping. The 30% Plan Submittal will be to 1 inch = 40 feet scale.

Task 7.1.2. Project Type Selection Memorandum

Mark Thomas will prepare a Structure Type Selection Memo that will analyze up to two structure type alternatives. The memo will discuss geotechnical, hydraulic, seismic, utilities, bridge barriers and constructability issues related to the structure. Advantages, disadvantages, and estimated costs for the alternatives will be presented to the County for review and discussion. Construction staging will be coordinated with the GAD alignment to confirm if staging is geometrically viable. A Bridge General Plan sheet will be developed for up to two bridge alternatives. The preferred alternative will be selected for 60% design.

Task 7.1.3. Draft Hydraulics and Scour Report

Mark Thomas will prepare the Draft Hydraulics and Scour Report. The Draft Hydraulics and Scour Report will be included in the Type Selection Memorandum.

This will also include analysis for Indian Peak Road 0.5 miles west of the existing bridge. Analysis will include what elevation the road needs to be raised for 100, 200, and 500 year storms.

Task 7.1.3.1. Research and Data Collection

Mark Thomas will gather and review existing information and conduct project field review including:

- Bridge maintenance records for the existing bridge.
- Available hydrologic and hydraulic data from the County, USGS, AID, or FEMA.

If necessary, Mark Thomas will complete a survey request outlining the location and extent of additional channel cross section necessary to create the HEC-RAS model.

Task 7.1.3.2. Estimate Hydrology

Mark Thomas will gather available existing drainage information and evaluate the existing hydrology and drainage patterns using available "as-built" plans for existing facilities and site surveys.

Task 7.1.3.3. Hydraulic Analysis

Based on survey information obtained, Mark Thomas will set up an existing conditions HEC-RAS model of the reach. Calibration data will be researched to determine if any high-water elevations were documented for the flood of record.

The proposed replacement structure will be modeled to determine the impact to the water surface elevation and velocity. The model will also incorporate any encroachment from the bridge approval fills.

The hydraulic variables (water surface elevation, velocity, etc.) will be determined for the 100 year storm. Results from the hydraulic analysis will be provided in both tabular as well as graphic output formats.

Chapter 800 of the Caltrans Highway Design Manual (HDM) delineates the hydraulic design criteria for bridges and culverts, but leaves the recommendation for freeboard to the judgement of the hydraulic engineer based primarily upon the debris anticipated at the bridge.

Task 7.1.3.4. Scour and Bank Protection

Mark Thomas will review maintenance records for the existing and adjacent bridges to determine if the stream has aggraded or degraded over time. Local scour will be estimated using the methods described in the Federal Highway Administration (FHWA) publication HEC-18, Evaluating Scour at Bridges.

Calculation will be completed to determine the need for bank protection. If bank protection is required, parameters will be provided according to the Bank and Shore Protection Manual using a layered Caltrans Design.

Task 7.1.3.5. Location Hydraulic Study

Mark Thomas will complete a Location Hydraulic Study (Floodplain Encroachment Report) in accordance with 23 CFR 650.113

Final Hydraulics and Scour Report

Mark Thomas will prepare and submit a Final Hydraulics and Scour Report incorporating comments from the County and the Design Team.

TASK DELIVERABLES

- Draft Hydraulics and Scour Report
- Final Hydraulics and Scour Report-

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~~TASK 8. FINAL DESIGN - PLANS, SPECIFICATIONS, AND ESTIMATES (PS&E)~~ NOT A PART

~~Task 8.1. 60% Plans~~

The Mark Thomas team will complete the design tasks for final plans, specifications, and estimates for the project. Plans shall be prepared in AutoCAD (using Civil 3D) to County format and shall be submitted at the 60%, 90%, and 100% stages of design. The following sheets are anticipated for each plan package:

Description	Scale	Sheet Count
Title Sheet	n/a	1
Typical Cross Sections	n/a	1
Project Controls	n/a	1
Plan and Profile	1"=20'	1
Construction Details	Varies	2
Erosion Control	1"=20'	1
Utility Plans	1"=20'	1
Construction Area Signs (Detour Plan)	n/a	1
Signing and Striping	1"=20'	1
Structure Plans (GP, Deck Cont, FP, Abut, Typ Sect, Slab Det, Barrier, Utility, Logs)	Varies	11
Total Sheets		**21**

~~Task 8.1.1. Roadway~~

This submittal represents a complete set of "unchecked" plans. Mark Thomas will prepare a complete set of construction plans in accordance with the County's standards. It is assumed the bridge can be closed and a detour plan will be acceptable. The content will represent a biddable plan set; it has not been through our QC checklist.

~~Task 8.1.2. Bridge~~

Based on survey, hydraulic criteria, and geotechnical recommendations, MT will design the bridge structure according to AASHTO LRFD Bridge Design Specifications (8th Edition) with California Amendments. Compatibility with the existing abutments and channel walls will be determined. Structural calculations and a full set of plans will be prepared. Draft structure special provisions and a draft structure estimate will be prepared.

~~Task~~ 8.2. ~~90%~~ Plans

~~Task~~ 8.2.1. ~~Roadway~~

This submittal represents a complete final PS&E, biddable plan package. Major design features have been reviewed; however, because of the review comments received for the 60% submittal, there may be some plan details that will be submitted for the first time. From this point, all minor "clean-up" revisions will occur. Plans are at the level ready for a detailed quality control check and ready for utility companies to begin relocation design ("B" Plans). Mark Thomas will perform a site review with plans in hand to assess constructability of the project and make changes prior to the PS&E package submittal. Mark Thomas will perform, with a senior engineer, an in-house quality control check of the product.

~~Task~~ 8.2.2. ~~Bridge~~

County comments from the 60% submittal will be addressed and incorporated into the 90% design. Responses to comments will be prepared and submitted.

Mark Thomas will perform an independent design check of the structure. The independent check will be completed by an engineer who was not involved in the original design of the structure. Calculations will be performed to check the bridge layouts and structural integrity. Upon completion of the independent check, discrepancies between the designer and checker will be reconciled and plans updated. Final structure special provisions and a final structure estimate will be prepared.

~~Task~~ 8.3. ~~100%~~ Plans

~~Task~~ 8.3.1. ~~Roadway~~

This submittal represents a completed Bid Set, ready for bidding. Major design features have been reviewed at least twice at this stage. The plan package is to a point where the County project manager can verify that the previous comments were incorporated and no internal County circulation is required.

~~Task~~ 8.3.2. ~~Bridge~~

County comments from the 90% submittal will be addressed and incorporated into the 100% design. Responses to comments will be prepared and submitted.

All final plan revisions will be made. Updates to the specifications and estimate will be completed. A bid ready PS&E package will be submitted.

~~Task~~ 8.4. ~~Special~~ Provisions

Mark Thomas will prepare special provisions for the project. The special provisions will be a combination of 2018 Caltrans standards and the County's technical provisions. The special provisions will be submitted at the 60%, 90% and the 100% plan reviews.

~~Task~~ 8.5. ~~Estimates~~

Mark Thomas will prepare preliminary construction cost estimates and submit them with each plan submittal. This estimate will be comprised of unit prices placed on detailed quantity and check quantity calculations. Construction costs for the estimate will be developed using current bid results from similar projects, Caltrans data base information and from Caltrans latest Construction Cost Manual.

TASK DELIVERABLES

- Project Plans (60%, 90%, 100% - 24x36 Hard copy and PDF Submittal)
- Special Provision (60%, 90%, 100% - Word and PDF)
- Construction Cost Estimate (60%, 90%, 100% - Excel and PDF)
- Auto CAD (2022 Version)

PART 2. BIDDING AND CONSTRUCTION SUPPORT TASKS

TASK 1. ASSISTANCE DURING CONSTRUCTION BIDDING

Task 1.1. Bidding Assistance

Mark Thomas and subconsultants will provide assistance, as required, to the County during bidding of the project. The work may include answering questions from prospective bidders, assisting the County in the preparation of addenda to the PS&E during the advertisement period, and providing consultation and interpretation of the construction documents. An allowance has been provided for Bidding Assistance. If the allowance is exceeded, Mark Thomas will continue to provide needed services and will be billed on a time and materials basis.

TASK 2. DESIGN SUPPORT DURING CONSTRUCTION

Task 2.1. Construction Support

Mark Thomas and subconsultants will provide assistance, as required, to the County during construction of the project. The work may include responding to Request for Information (RFI), reviewing shop drawings, attending construction meetings, etc. An allowance has been provided for Construction Support. If the allowance is exceeded, Mark Thomas will continue to provide needed services and will bill on a time and materials basis.

Task 2.2. Record Drawings

Mark Thomas and subconsultants will provide Record Drawings to the County after construction is complete. These drawings will be based on red-lined as-builts provided by the County construction manager.

TASK DELIVERABLES

- Final Record Drawing

ASSUMPTIONS:

- No long-term road closure allowed; stage construction or temporary detour required
- Bridge deck/soffit elevations based on hydraulic requirements
- Bridge width is 20 feet minimum
- No Caltrans reviews needed

- Field work will be performed during normal work hours (0800 to 1700).
- Field work will be performed within County ROW and rights of entry, if required, will be acquired by others.
- A no-fee encroachment permit will be provided by the County
- No contaminated soil or groundwater issues are present that would require containment of the geotechnical drill cuttings; drill cuttings will be spread on-site.
- Additional structures (such as retaining walls) are excluded from this scope.

COST PROPOSAL FOR PROJECT SCOPE: Mariposa On-Call (A&E) - Indian Creek Bridge Replacement - Task Order No. 02

MARK THOMAS

		Principal $405	Sr. Engineering Manager $361	Sr. Project Manager $252	Project Manager $204	Technical Lead $204	Sr. Project Engineer $177	Project Engineer $157	Design Engineer II $135	Design Engineer I $110	Sr. Technician $138	Intern $63	Sr. Project Accountant $139	Sr. Project Coordinator $138	Total Hours	Total MT Cost	Subconsultants: CRAWFORD	FCS	MONUMENT	NORTHSTAR	TOTAL COST
PART 1 - DESIGN AND DEVELOPMENT TASKS																					
1.0	**Project Management/Coordination**																				
1.1	PDT Meetings			16				16							32	$6,544	2,093	-	-	-	$8,637
1.2	Client/Agency Coordination			8				16							24	$4,528	1,952	-	-	-	$6,480
1.3	Monthly Progress Reports			8				8					16	16	48	$7,704	-	-	-	-	$7,704
1.4	QA/QC			12		8		8							28	$5,912	-	-	-	-	$5,912
	Subtotal Phase 1	**0**	**0**	**44**	**0**	**8**	**0**	**48**	**0**	**0**	**0**	**0**	**16**	**16**	**132**	**$24,688**	**$4,045**	**$0**	**$0**	**$0**	**$28,733**
2.0	**SURVEYS/MAPPING**																				
2.1	Data Gathering/Review							4	4	4					12	$1,608	-	-	-	1,575	$3,183
2.2	Design Surveys														0	$0	-	-	-	11,263	$11,263
2.3	ROW Retracement Surveys														0	$0	-	-	-	4,864	$4,864
2.4	Prepare Landnet/Survey Control														0	$0	-	-	-	3,750	$3,750
	Subtotal Phase 2	**0**	**0**	**0**	**0**	**0**	**0**	**4**	**4**	**4**	**0**	**0**	**0**	**0**	**12**	**$1,608**	**$0**	**$0**	**$0**	**$21,452**	**$23,060**
3.0	**FIELD INVESTIGATIONS/GEOTECHNICAL RESEARCH**																				
3.1	Preliminary Foundation Report														0	$0	8,256	-	-	-	$8,256
3.2	Foundation Report														0	$0	-	-	-	-	$0
3.2.1	Coordination, Obtain Permits and Mark USA														0	$0	3,970	-	-	-	$3,970
3.2.2	Subsurface Exploration														0	$0	2,488	-	-	-	$2,488
3.2.3	Laboratory Testing														0	$0	367	-	-	-	$367
3.2.4	Engineering Evalutaion and Analysis														0	$0	8,071	-	-	-	$8,071
3.2.5	Foundation Report			2				4	4						10	$1,672	7,160	-	-	-	$8,832
3.3	Plan Review and Consultation														0	$0	2,614	-	-	-	$2,614
	Subtotal Phase 3	**0**	**0**	**2**	**0**	**0**	**0**	**4**	**4**	**0**	**0**	**0**	**0**	**0**	**10**	**$1,672**	**$32,925**	**$0**	**$0**	**$0**	**$34,597**
4.0	**UTILITY COORDINATION**																				
4.1	Utility Coordination		2					4	8						14	$2,430	-	-	-	-	$2,430
	Subtotal Phase 4	**0**	**2**	**0**	**0**	**0**	**0**	**4**	**8**	**0**	**0**	**0**	**0**	**0**	**14**	**$2,430**	**$0**	**$0**	**$0**	**$0**	**$2,430**
5.0	**ENVIRONMENTAL PERMITTING**																				
5.1	**INITIAL STUDY/MITIGATED NEGATIVE DECLARATION**																				
5.1.1	Project Initiation and Kick-off Meeting														0	$0	-	2,970	-	-	$2,970
5.1.2	Preparation of Comprehensive Project Description														0	$0	-	4,505	-	-	$4,505
5.1.3	**PREPARATION OF TECHINICAL STUDIES**																				
5.1.3.1	Air Quality, Greenhouse Gas Emissions, and Energy Analysis														0	$0	-	5,845	-	-	$5,845
5.1.3.2	Biological Resources Analysis														0	$0	-	10,460	-	-	$10,460
5.1.3.3	Cultural Resource Analysis														0	$0	-	6,525	-	-	$6,525
5.1.3.4	Noise Analysis														0	$0	-	4,415	-	-	$4,415
5.1.4	Preperation of Administrative Drft IS/MND														0	$0	-	20,865	-	-	$20,865
5.1.5	Preparation of Screencheck Draft IS/MND														0	$0	-	9,975	-	-	$9,975
5.1.6	Preperation of Public Review Draft IS/MND														0	$0	-	4,210	-	-	$4,210
5.1.7	Response to Comments (Optional)														0	$0	-	5,660	-	-	$5,660
5.1.8	Preparation of Mitigation Monitoring and Reporting Program														0	$0	-	1,295	-	-	$1,295
5.1.9	Attend Public Meetings														0	$0	-	2,700	-	-	$2,700
5.1.10	Preparation of Notice of Determination														0	$0	-	525	-	-	$525
5.1.11	Project Management and Coordination				8			8	8						24	$3,968	-	5,270	-	-	$9,238
5.2	**ENVIRONMENTAL PERMIT SUPPORT**																				
5.2.1	Jurisdictional Delineation														0	$0	-	9,630	-	-	$9,630
5.2.2	Prepare and Submittal of CWA Section 404 Permit Application														0	$0	-	9,845	-	-	$9,845
5.2.3	Section 106 Report														0	$0	-	5,455	-	-	$5,455
5.2.4	Prepare and Submittal of CWA Section 401 Permit Application														0	$0	-	9,335	-	-	$9,335
5.2.5	Prepare and Submittal of Application for California Department of Fish and Wildlife Streambed Alteration Agreement														0	$0	-	9,610	-	-	$9,610
	Subtotal Phase 5	**0**	**0**	**0**	**8**	**0**	**0**	**8**	**8**	**0**	**0**	**0**	**0**	**0**	**24**	**$3,968**	**$0**	**$129,095**	**$0**	**$0**	**$133,063**
6.0	**ROW ACQUISITION SUPPORT**																				
6.1	Plats/Legal Descriptions				2				4						6	$948	-	-	-	5,857	$6,805
6.2	Appraisal Waiver				2				4						6	$948	-	-	8,161	-	$9,109
6.3	Acquisitions/Negotiations				2				4						6	$948	-	-	8,161	-	$9,109
	Subtotal Phase 6	**0**	**0**	**0**	**6**	**0**	**0**	**0**	**12**	**0**	**0**	**0**	**0**	**0**	**18**	**$2,844**	**$0**	**$0**	**$16,321**	**$5,857**	**$25,022**
7.0	**PRELIMINARY DESIGN**																				
7.1	**GEOMETRIC APPROVAL DRAWINGS (30%) PLANS**																				
7.1.1	Roadway	4			8			40	40						92	$14,932	-	-	-	-	$14,932
7.1.2	Type Selection Memo			40			60	20			60				180	$32,120	-	-	-	-	$32,120
7.1.3	**DRAFT HYDRAULICS/SCOUR REPORT**																				
7.1.3.1	Research/Data Collection				2			4	8	16					30	$3,876	-	-	-	-	$3,876
7.1.3.2	Estimate Hydrology				2			8	24	24					58	$7,544	-	-	-	-	$7,544
7.1.3.3	Hydraulic Analysis				2			8	40	24					74	$9,704	-	-	-	-	$9,704
7.1.3.4	Scour and Bank Protection				2			4	16	16					38	$4,956	-	-	-	-	$4,956
7.1.3.5	Location Hydraulic Study				2			4	24	16					46	$6,036	-	-	-	-	$6,036
7.1.4	Final Hydraulics/Scour Analysis Report				2			8	48						58	$8,144	-	-	-	-	$8,144
	Subtotal Phase 7	**4**	**0**	**40**	**20**	**0**	**60**	**96**	**200**	**96**	**60**	**0**	**0**	**0**	**576**	**$87,312**	**$0**	**$0**	**$0**	**$0**	**$87,312**

TOTAL $334,217

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-339

MEETING:	June 20, 2023
TO:	The Board of Supervisors
FROM:	Shannon Hansen, Director of Public Works and Transportation
RE:	Approve Task Order No. 3 with Mark Thomas in the Amount of $357,731 for Harris Road over East Fork Chowchilla River Bridge Design Services; and Authorize the Board of Supervisors Chair to Sign the Task Order

---

RECOMMENDATION AND JUSTIFICATION

Approve Task Order No. 3 with Mark Thomas in the Amount of $357,731 for Harris Road over East Fork Chowchilla River Bridge Design Services; and Authorize the Board of Supervisors Chair to Sign the Task Order.

The existing bridge on Harris Road over East Fork Chowchilla Creek is obsolete. It is located at the intersection of Harris, Harris Cutoff, and Creel Road. The bridge is a single lane with a precast concrete deck on steel stringers.

The proposed structure will meet current design standards for traffic widths, structural requirements, and have proper traffic rated barrier railings. The proposed bridge deck will have a clear width of 20 feet to meet CAL Fire minimum requirements and be constructed within the current alignment. A temporary detour is tentatively proposed to be constructed on the north side of the bridge on the Ponderosa Basin Chapel property to maintain access.

BACKGROUND AND HISTORY OF BOARD ACTIONS

On February 21, 2023, the Board adopted Resolution 2023-98 approving an On Call Contract with Mark Thomas for Civil Engineering Services.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve and staff will need to find an alternative design method before the bridge deteriorates and the road is closed.

FINANCIAL IMPACT

The bridge does not qualify for the FHWA Highway Bridge Program and must be funded by alternative methods. The design will be funded by a combination of State Transportation Improvement Project (STIP), FHWA Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA), and the Road Fund.

ATTACHMENTS

1. **MT Task Order 3**

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District I Supervisor Rosemarie Smallcombe
SECONDER:	District II Supervisor Shannon Poe
AYES:	District II Supervisor Poe, District I Supervisor Smallcombe, District IV Supervisor Forsythe, District V Supervisor Menetrey, District III Supervisor Toso
ABSTAIN:	None

Mariposa County
Department of Public Works

Airport – Cemeteries – Engineering – Facilities
Fleet Maintenance – Parks & Rec – Plant Operations
Roads – Solid Waste – Surveyor – Transportation

4639 Ben Hur Road
Mariposa, CA 95338
(209) 966-5356 office
(209) 966-2828 fax
www.mariposacounty.org

TASK ORDER FOR SERVICES

Mark Thomas Task Order No. 3
Harris Road Bridge

Date: _____

Authority
This task order is issued under the authority of the 2/21/23 Professional Service Agreement (2023-98) between Mariposa County ('County') and Mark Thomas ('Contractor'). All articles and terms of the Agreement shall apply to work performed under this task order.

Work to be Performed
Consultant shall prepare preliminary plans for the replacement of the Harris Road Bridge over East Fork Chowchilla River. Work includes Tasks 1-7: (1) Project Management/Coordination, (2) Surveys/Mapping, (3) Field Investigations/Geotechnical Research, (4) Utility Coordination, (5) Environmental Permitting, (6) Right of Way Acquisition Support, (7) Preliminary Design.

The Consultant will perform all services and work product as detailed in the attached Exhibit 'A'.

Compensation
Total Payment for this work is not to exceed $357,731.

Funding Source 5511-350-70331
Payment Schedule Monthly

Notice to Proceed The Contractor is hereby authorized by County with the performance of the Scope of Work described in Exhibit 'A'.

COUNTY OF MARIPOSA

_____
Miles Menetrey, Chair
Board of Supervisors

CONTRACTOR

_____
Ed Noriega
Mark Thomas

COUNTERSIGNED:
(Government Code §25103)

_____
Danielle Bondshu,
Clerk of the Board

APPROVED AS TO FORM:

_____
Steven W. Dahlem
County Counsel

SCOPE OF WORK

PART 1. DESIGN AND DEVELOPMENT TASKS

TASK 1. PROJECT MANAGEMENT/COORDINATION

Task 1.1. Project Development Team Meetings

Mark Thomas, with input from the County, will establish Project Development Team (PDT) meetings for this project. The purpose of the PDT meetings is to provide a forum to share project information, identify critical issues, make decisions, assign project tasks, identify design criteria, or any other items critical to project delivery. Mark Thomas anticipates the following meetings: one project kick-off and four County PDT meetings. This work includes the preparation of the meeting agenda in consultation with County's Project Manager and preparing meeting minutes with action items.

Task 1.2. Client/Agency Coordination

This task will include ongoing general project coordination with the County and other applicable agencies. This task will include preparing memos, letters, e-mail, and phone calls necessary to manage the project.

Task 1.3. Monthly Progress Reports

Mark Thomas will prepare monthly status spreadsheets with each of the invoices submitted for payment. The spreadsheet will show the original budget, reallocated budget, amount spent to-date, amount spent this period, and percentage spent to-date for each task. Accompanying the spreadsheet will be a brief written summary. This scope assumes a total of 18 monthly progress reports.

Task 1.4. Quality Assurance/Quality Control

Mark Thomas Quality Control plan consists of established procedures for performing the work (which are reassessed with each project), including methods for design calculations, establishing appropriate levels of design development for intermediate submittals, identification of required plan checks (who, what, when), design checklists, and methods of project documentation.

TASK DELIVERABLES

- Agenda and Minutes for each PDT meeting (5 total)
- Monthly Project Summary (18 Total)

TASK 2. SURVEYS/MAPPING

Task 2.1. Data Gathering/Review

NorthStar Engineering Group, Inc. (NSE) will research existing horizontal and vertical control monuments in the vicinity of the project to be used for the basis of the project. NSE will perform research of relevant land and survey records at the County to locate all necessary survey and land ownership records including parcel maps, subdivision maps, records of survey, corner records, and County surveys required to complete the field survey, and for analysis, determination, and delineation of the existing land net. Research will be limited to public information.

Task 2.2. Design Surveys

NorthStar Engineering Group, Inc. (NSE) will perform Topographic and Right-of-Way Surveys to provide design control and Right-of-Way Mapping for the project. We will set horizontal and vertical control points for project mapping in accordance with County horizontal and vertical control requirements.

All surveying and mapping shall be in compliance 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 to 8819 of the Public Resources Code; and any other applicable code in the State of California.

The horizontal datum will be based on the current record mapping and will be based on the nearest control. The vertical datum shall be based on the nearest existing Benchmark with a reference elevation based on the North American Vertical Datum of 1988 (NAVD88). Closed network bench loops will be run through the site control monuments.

NSE will perform field surveys to search and locate existing survey monuments and physical evidence required to establish existing rights-of-way and property lines at those locations where any portion of the project infringes upon the required setback limits or lies within 50 feet of project improvements, work areas, storage, and staging areas. We will perform calculations for the right-of-way based on the found monumentation and lines of occupation located with the field survey.

NSE will perform detailed field surveys of the existing roadway corridors, physical improvements, visible utilities, and drainage features as necessary for the project designs. Conventional surveys will be performed to supplement and to survey tie-in points to ensure an accurate design and smooth transitions for the surface improvements and conforms. All work and files will be based on project coordinate control in accordance with County requirements for the preparation of documents and maps.

The Topographic Survey mapping will include the following features needed to complete the design depicting existing visible improvements and utilities. The mapping will be prepared and delivered in an AutoCAD 2020 digital format. The design surveys include:

- Existing pavement and utilities located within the project limits
- Existing pavement profile
- Existing ground elevations
- Drainage features, as necessary, within the project limits
- Physical improvements located within the project limits
- Visible utilities located within the project limits
- Wet utility inverts where accessible
- Existing road crossings and intersections
- Existing creek cross-sections
- Lines of occupation including fences, structures, and apparent encroachments
- Trees (6” or larger)/Limits of tree clusters

- Utility paint marks painted by USA
- Structures
- Existing Bridge

The survey data will be processed and rendered into a Digital Terrain Model (DTM) and CAD base map. The CAD map will exhibit 1-foot contours, spot elevations, all pertinent surface features, tree measurements, and utilities.

Task 2.3. ROW Retracement Surveys

NSE will perform an ownership boundary retracement survey. We will search, recover, describe, and tie-in existing controlling land survey monuments, followed by observation adjustment and calculating coordinates for the rights-of-way and centerlines.

Task 2.4. Prepare Landnet/ Survey Control

NSE will prepare a land net map to depict the condition of existing property ownership boundaries, lines, and monuments. Effort entails completion of work activities required to analyze, determine, and delineate a single land net that encompasses the whole project. The land net map will be developed in a CADD drawing file and delineate existing property ownerships and monuments. This task does not include calculations or delineation of new parcels or ownership lines and does not include acquisition and review of preliminary title reports. Parcel lines will be shown as delineated on the County's assessor parcel maps or as shown on record subdivision maps, parcel maps, corner records, and record of survey maps.

TASK DELIVERABLES

- Digital Terrain Model and Land Net Drawing (AutoCad 2020) submitted through file transfer.

TASK 3. FIELD INVESTIGATIONS/GEOTECHNICAL RESEARCH

Task 3.1. Preliminary Foundation Report

Crawford will prepare a Preliminary Foundation Report (PFR) that will address design alternatives considered for this project as part of Type Selection. The PFR will be based on existing subsurface data, Bridge Inspection Reports, published geologic mapping and seismicity data, aerial photographs, preliminary project data, and a site review.

The PFR will summarize anticipated earth materials and conditions based on reference data and site exposures; provide preliminary seismic input parameters (including ARS Curve consistent with current Caltrans practice); discuss preliminary foundation types (e.g., spread footings, driven piling and cast-in-drilled-hole piling); provide preliminary foundation recommendations; discuss liquefaction potential and discuss roadway approaches. The Preliminary Foundation Report will be submitted electronically as a Portable Document Format (PDF) file.

Task 3.2. Foundation Report

Following type-selection, Crawford will perform a foundation study to evaluate the subsurface conditions for foundation design.

Task 3.2.1. Coordination, Obtain Permits and Mark USA

- Determine exploration locations/site access, and mark our exploration locations for USA North 811;
- Obtain a Mariposa County Environmental Health Permit for our borings; and
- Obtain a Mariposa County Encroachment Permit.

Task 3.2.2. Subsurface Exploration

Crawford will conduct a subsurface exploration program to characterize the subsurface conditions for the bridge structure. Crawford will drill, log, and sample the following two test borings. The borings will be located at the proposed supports for the bridge structure and will reach maximum depths of approximately 40 to 50 ft below ground surface or until auger refusal. If intact rock is encountered, Crawford plans to rock coring to a maximum depth of 20 ft.

The drilling contractor will advance borings with a rubber-tired, truck and/or track mounted drill rig using 6 to 8-inch-diameter hollow or solid stem augers until intact rock is encountered and rock coring methods are used. Standard Penetration Testing (SPT) and California Modified sampling will be performed within borings to obtain samples and blow count information. A Crawford Engineer/Geologist will direct the sampling and log the borings consistent with current Caltrans procedures/requirements. At a minimum, we will sample at 5-foot intervals. We will deliver the samples to the laboratory for strength and classification testing. Surface and groundwater conditions will be noted where encountered. The borings will be backfilled per County requirements. Traffic control is expected to consist of a single lane closure with flaggers.

Task 3.2.3. Laboratory Testing

Crawford will complete the following laboratory tests on bulk and relatively undisturbed samples obtained from the exploratory borings (as appropriate):

- Moisture Content and Unit Weight for bearing capacity and lateral capacity;
- Sieve Analysis and Plasticity Index for soil classification;
- Resistance Value for pavement design;
- Point loads and unconfined compressive strengths for rock strength;
- Resistivity, pH, Sulfate Content, and Chloride Content for soil corrosivity analysis; and
- R-value.

Task 3.2.4. Engineering Evaluation and Analysis

Crawford will perform engineering evaluation and analysis (using computer software where applicable) for the following: axial capacity/bearing resistance; lateral capacity; pile drivability analysis; settlement and downdrag; site seismicity including procedures consistent with current Caltrans Seismic Design Criteria to determine the site acceleration response spectrum (ARS); liquefaction potential; lateral earth pressure and coefficient of friction to resist sliding; flexible pavements; and soil corrosivity.

Task 3.2.5. Foundation Report

Crawford will prepare a Foundation Report (FR) for the bridge structure (consistent with current Caltrans guidelines/format) for review and comment by the design team. The report will provide a site/project description, summarize site geology and geologic reconnaissance, subsurface exploration and field and laboratory soil tests, discuss scour considerations as applicable (based on Hydraulics Report prepared by others), and include a “Log of Test Borings” (LOTB) drawing. Earth materials and foundation conditions will be discussed including seismic criteria and the design ARS curve. The report will discuss structure foundation conditions/constraints, recommended type, loading of bridge foundation elements, and include construction considerations. The report will also include/address approach roadway site preparation and grading.

The FR will be submitted electronically as a PDF file. A Final Foundation Report will be signed and stamped by Crawford after addressing written comments.

Task 3.3. Plan Review and Consultation

Crawford will provide consultation on geotechnical topics and perform a geotechnical review of the preliminary plans (30% or 90%) and final (100%) plans/specifications and provide comments to the design team.

TASK DELIVERABLES

- Preliminary Foundation Report
- Draft and Final Foundation Report

TASK 4. UTILITY COORDINATION

Task 4.1. Utility Coordination

Mark Thomas will prepare and mail (on County letterhead) "A" and "B" Utility letters. Using USA North, a list of potential utility companies in the project vicinity will be prepared. Mark Thomas will map the existing utilities based on as-built plans, utility maps, field observation, and topographic surveys of above-ground utilities. It is anticipated that there will be no utility relocations associated with the project. If conflicting utilities are identified, Mark Thomas will inform the County and request additional services to coordinate the design and relocation of affected utilities.

Task 4.2. Potholing (Optional)

NSE will perform a field survey to collect points for the potholes excavated. The information will include the reference points provided by the pothole firm to locate the existing utilities.

TASK DELIVERABLES

- Utility A, B, and C Letters for County Signature
- As built point listing, field sketch, and elevations (Assumed 5 potholes)

TASK 5. ENVIRONMENTAL PERMITTING

Task 5.1. Initial Study/Mitigated Negative Declaration

The project consists of a single span two-lane bridge replacement. This project will result in construction activity that could result in environmental impacts. To support the CEQA analysis, FCS will coordinate preparation of supporting technical analyses for local agency compliance. To meet this need, FCS has prepared the following scope of work for preparation of an Initial Study/Mitigated Negative Declaration (IS/MND) pursuant to CEQA. The funding sources has been identified as STIP, State-only funding and there is no Caltrans review required.
The following tasks are proposed to complete the identified Scope of Work for an IS/MND.

Task 5.1.1. Project Initiation and Kick-off Meeting

FCS will review relevant background material, develop an initial data needs list, and coordinate with the County of Mariposa to schedule a kick-off meeting (it is anticipated that the kick-off meeting will be completed via teleconference). The intent of the kick-off meeting is to clarify and confirm the details of the Scope of Work and schedule, obtain copies of the project plans and other relevant information, and identify key points of contact. FCS will review relevant background documents to ensure project understanding. It is typically helpful to have all relevant team members attend this call (i.e., County, civil engineering design team, and general contractor, if applicable). FCS Senior Air Quality Scientist will also attend this meeting to clarify data needs. FCS will also provide a Request for Information (RFI), which will detail additional information needed to complete CEQA analyses. A site visit will be conducted as part of the project initiation process to document existing conditions.

Task 5.1.2. Preparation of Comprehensive Project Description

Using the information obtained during project initiation, FCS will prepare a comprehensive Project Description for the County of Mariposa's review and approval. Pursuant to CEQA Guidelines Section 15124, the Project Description will identify the project location, describe the project characteristics, identify necessary approvals, and list other agencies that may use the document for environmental review. The Project Description will use graphics and tables to clearly convey relevant information to the reviewer and will include all of the information required to define the proposed project for the purposes of CEQA, including a clear explanation of the development components of the proposed project, a description of the construction and operational activities associated with the proposed project, and clearly illustrated project components displayed in exhibits based on Geographic Information System (GIS) data.

The approved Project Description will form the basis for evaluating the proposed project in the CEQA document. The draft Project Description will be submitted to the County of Mariposa for review and approval prior to the development of the Administrative Draft CEQA document. It is assumed that the County of Mariposa will provide one set of consolidated, vetted comments (with tracked changes in the Word document) on the draft Project Description and a complete RFI to FCS within 2 weeks of submittal. Changes to the Project Description made after approval may require a Change Order and may extend the project schedule.

TASK DELIVERABLES

- Electronic copy (via email/Dropbox in Microsoft Word and PDF) of the Draft Project Description in Word format to the County of Mariposa.
- Electronic copy (via email/Dropbox in Microsoft Word and PDF) of the final Draft Project Description in Word format to the County of Mariposa.

Task 5.1.3. Preparation of Technical Studies

Task 5.1.3.1. Air Quality, Greenhouse Gas Emissions, and Energy Analysis

FCS will prepare an air quality, greenhouse gas (GHG) emissions, and energy analysis to evaluate project-related construction and operational activities. The analysis will be wholly contained in the appropriate sections of the IS/MND with any relevant supporting technical data appended to the document.

Air Quality Analysis

FCS will prepare an air quality analysis consistent with the requirements of the State CEQA Guidelines and Mariposa County Air Pollution Control District (Mariposa County APCD) to support the CEQA document. The proposed project would include construction activities that would generate ozone precursor and criteria air pollutant emissions. FCS will

use methodologies and guidance recommended by the Mariposa County APCD to model and evaluate the project's air quality impacts.

Short-term construction emissions will be quantified using an appropriate emissions model, such as the latest version of the California Emissions Estimator Model (CalEEMod) or the latest version of the Road Construction Emissions Model. As applicable, the modeling will incorporate project-specific construction data (such as duration of construction, area of land to be disturbed/graded, etc.).

It is expected that the project would not result in increased capacity or additional vehicle trips. As such, the project is expected to emit minimal long-term (i.e., operational) regional criteria air pollutant and precursor emissions. Therefore, impacts to air resources during project operations will be addressed qualitatively.

The Mariposa County APCD and the California Air Resources Board (ARB) suggest impacts associated with toxic air contaminant (TAC) exposure should be addressed on a case-by-case basis, taking into consideration the specific characteristics of each project and proximity of sensitive receptors to sources of TACs. Based on the proximity of sensitive receptors, FCS recommends performing a screening level risk assessment to evaluate potential construction-related TAC impacts. The major TAC that would be generated by the project that affects health impacts in the air is diesel particulate matter (DPM). DPM from the operation of diesel trucks and heavy construction equipment has been identified by the ARB as a carcinogen that can result in long-term health impacts. Based on the nature of the project, it is anticipated that a screening-level risk assessment will be sufficient to address potential impacts from the project. The screening evaluation may be conducted using tools such as AERSCREEN or may address potential impacts qualitatively.

FCS assumes that an operational HRA will not be warranted to identify and quantify the potential health risks during project operations. The project's potential to expose sensitive receptors to elevated levels of TACs during operations will be addressed qualitatively.

Greenhouse Gas Emissions Analysis

The project is not expected to result in increased capacity or any activities that would increase greenhouse gas emissions during long-term operations. As such, the project's potential to adversely affect GHG resources will be addressed qualitatively.

Energy Analysis

FCS will provide an analysis of energy impacts consistent with the CEQA Guidelines Appendix F Energy analysis requirements. The energy analysis will summarize relevant federal, State, and local regulations and policies that address energy consumption and demand, alternative fuels, and nonrenewable resources to determine whether the proposed project would conflict with or obstruct any required policies or mandatory measures related to energy conservation. As applicable, FCS will provide energy consumption estimates associated with the construction and operation of the project.

Data Needs and Assumptions

FCS will prepare and submit an RFI for the County to provide all necessary project parameters required to assess potential air quality, GHG, and energy impacts. This Scope of Work assumes relevant data (e.g., the construction schedule) will be provided by the County. However, if project-specific information is not available, FCS can work with the County to develop reasonable assumptions based on standard approaches and professional experience. This analysis will be completed within 6 weeks of receipt of the RFI response and the client-approved project description. If changes are made to the Project Description that would require re-modeling for the above Scope of Work, it would be accomplished as an additional service not included in this Scope of Work.

Task 5.1.3.2. Biological Resources Analysis

FCS will prepare a biological resources evaluation to analyze potential project impacts. The analysis will be wholly contained in the Biological Resources Section of the IS/MND with any relevant supporting technical data appended to the document. The evaluation will consist of the following tasks:

Literature Review

Existing information, including maps, aerial photographs, documents, and correspondence relative to the project site, will be reviewed and analyzed, including the following:

- Existing biological resource documentation and studies within the immediate vicinity of the project site;
- The Federal Register listing package for each federally listed endangered or threatened species potentially occurring on the project site;
- California Natural Diversity Database (CNDDB) and California Native Plant Society (CNPS) Electronic Inventory (CNPSEI) information regarding special-status species potentially occurring on the site; and
- US Geological Survey (USGS) topographic maps and current aerial photos will be reviewed for evidence of US Army Corps of Engineers (USACE), Regional Water Quality Control Board (RWQCB), and/or California Department of Fish and Wildlife (CDFW) jurisdictional areas pursuant to Section 404 of the Clean Water Act and Section 1602 of the California Fish and Game Code.
- The County of Mariposa General Plan.

General Biological Survey and Habitat Assessment

Following the review of existing information, FCS will conduct a single reconnaissance-level survey to identify the presence/absence of any potential sensitive wildlife species or their habitat (e.g., nests, bat roosts) within the project area. FCS will identify the project site's general biological resources and document the existing habitats and other project features. The field survey will focus on determining suitable habitat for sensitive plant and wildlife species as well as any sign of wildlife movement through the project area.

Sensitive biological resources include any plants, animals, or habitats considered rare, endangered, threatened, sensitive, or otherwise unique by government agencies, such as the CDFW, US Fish and Wildlife Service (USFWS), or recognized conservation organizations, such as the CNPS. The presence and extent of suitable habitat for special-status plants, animals, or sensitive habitats on the project site will be determined, mapped, and considered regarding potential project-related impacts.

The need for additional focused surveys for special-status plant and/or wildlife species on the project site cannot be determined until the habitat is evaluated. This Scope of Work does not include focused surveys for any special-status plant or wildlife species. However, following the biological resources analysis, protocol-level surveys for specific species may be recommended based on survey findings.

The field survey will also include a reconnaissance-level assessment of the presence or absence of waters of the US or State on the project site, which may be potentially subject to the jurisdiction of the USACE, the RWQCB, and/or the CDFW. This task includes a visual assessment of the existing conditions on-site but does not include a formal jurisdictional delineation of wetlands and other waters of the US or the State.

Following completion of the reconnaissance-level survey, FCS will prepare the Biological Resources section of the Draft IS/MND for the proposed project to identify potentially significant environmental impacts. The Draft IS/MND section will include identification of any potential impacts and corresponding project-level mitigation measures to reduce such impacts to less than significant levels.

Task 5.1.3.3. Cultural Resources Analysis

FCS will assess the potential for existing and undiscovered cultural resources at the project site, the results of which will be incorporated directly into the IS/MND. The Cultural Resources section of the IS/MND will detail the results of the field investigation, background research, record searches, and any additional resources identified during the study. This section will include recommendations for further study and/or mitigation within the project area, as needed. Copies of all correspondence, non-confidential research results, and site survey photographs will be included in the appendices of the IS/MND.

This task assumes the preparation of a separate, stand-alone cultural resources report will not be necessary. However, should significant unassessed cultural resources be identified during the study, an additional Site Recordation and Reporting task will be provided under a separate scope and fee, with authorization.

Record Searches

FCS will review and incorporate records search information from the Central California Information Center (CCIC) affiliated with California State University, Stanislaus. The record search will include a search of previous studies and identified cultural resources within the project area and a 0.5-mile research buffer around the project boundary. The National Register of Historic Places, the California Register of Historical Resources, the California Historical Resources Inventory, the California Historical Landmarks, the California Points of Historical Interest listings, and the California Built Environment Resource Directory, Archaeological Determinations of Eligibility, historic maps, and photographs will be consulted along with other pertinent historic data.

A letter will be sent requesting the Native American Heritage Commission (NAHC) search their Sacred Lands File and provide recommendations on any Native American concerns and potential Tribal Cultural Resources (TCRs). From the Native American representatives list provided by the NAHC, letters will be sent to each tribal representative requesting any additional information they may have about the proposed project area. Please note that this process is for information gathering purposes in order to support conclusions made within the Cultural Resources Assessment and does not constitute consultation pursuant to Public Resources Code Sections 21080.3.1 and 21080.3.2 (a.k.a. AB 52). Compliance with tribal notification and consultation under AB 52 are the responsibilities of lead agencies under CEQA, and FCS is available to provide additional consultation assistance upon request.

FCS will also contact the UC Berkeley Museum of Paleontology and request a paleontological records search for the subject property and surrounding area. The records search will provide information regarding the relative sensitivity of the parcel to contain fossils. The results of the paleontological records search will be summarized in the Geology and Soil section of the IS/MND and will include recommendations for any mitigation measures deemed appropriate.

Cultural Resources Field Survey

A pedestrian field survey will be conducted for the project area by an FCS Project Archaeologist utilizing standard 15 meter transect intervals, as appropriate, and will include all portions of the project site, where possible and will be intensively examined for the presence of cultural resources in accordance with established standards. Transect interval spacing may be modified depending on cultural sensitivity, access restrictions, and safety. The survey will be non-ground disturbing and no surface collection of artifacts will occur. The field crew will maintain field notes – including digital photographs – and the findings will be made available to the client immediately following the field investigation.

An initial review of the project location indicates that while the bridge is older than 45-years in age, it is not listed on the Caltrans Historic Bridge Inventory. However, depending on the initial background research and field survey findings, documentation of this structure may be necessary (see Optional Site Recordation and Stand-alone Cultural Resources Report below).

Optional Site Recordation and Stand-alone Cultural Resources Report

Any unassessed cultural resources, including archaeological sites, historical sites, buildings, structures, objects, landscapes, or complexes of historic age identified during the study will need to be assessed for significance and recorded on appropriate Department of Parks and Recreation (DPR) 523 forms. Should initial study reveal that a more detailed assessment (i.e., historic context statement, laboratory analysis, architectural assessment, archaeological testing, etc.) is required to properly record the resources, a stand-alone cultural resources report will be written to accompany the initial study.

It is currently assumed that no cultural resources will require assessment and subsequent recordation on DPR523 forms, and that a stand-alone report will not be required. Recordation and assessment costs are highly dependent on what is found and will be addressed in a separate scope of work, if required.

Task 5.1.3.4. Noise Analysis

FCS will complete a noise analysis that will include an evaluation of short-term (construction) and long-term (operation) noise impacts to satisfy the County's noise impact analysis requirements. The analysis will be wholly contained in the CEQA document and the supporting technical data will be appended to the document.

Compile and Summarize Background Information

The general characteristics of sound and the categories of audible noise will be described. The regulatory framework related to noise, including applicable federal, State, and County plans, policies, and standards, will be summarized. The existing ambient environment conditions will be documented through traffic noise modeling and an ambient noise monitoring effort. Up to 3 short-term noise measurements will be taken to document existing daytime ambient noise levels near off-site sensitive receptors in the project vicinity.

Construction Noise and Vibration Impact Analysis

Construction would involve the short-term operation of heavy equipment in the vicinity of sensitive receptor land uses. EPA-recommended noise emission levels will be used for the construction equipment. Noise analysis requirements and thresholds of significance will be based on the sensitivity of the project area and the County's Noise Ordinance specifications. FCS will also analyze potential vibration impacts from construction activities associated with development that could occur with implementation of the proposed project. FCS will utilize the methodology and thresholds contained in the Transit Noise and Vibration Impact Assessment Manual prepared by the Federal Transit Administration for determining construction-related groundborne vibration impacts.

Operational Noise Impact Analysis

The project is not expected to result in increased capacity or any activities that would increase noise levels during long-term operations. As such, the project's potential to adversely affect existing operational noise levels will be addressed qualitatively.

Data Needs and Assumptions

This Scope of Work assumes relevant data, including site plan and project traffic data, will be provided by the project County. This analysis will be completed within 4 weeks of receipt of the necessary project data and the County-approved Project Description. If changes are made to the Project Description that would require re-modeling for the above Scope of Work, the re-modeling would be accomplished as an additional service not included in this Scope of Work.

TASK DELIVERABLES

- The technical analyses descried above will be wholly contained in the CEQA document and the supporting technical data will be appended to that document.

Task 5.1.4. Preparation of Administrative Draft IS/MND

FCS will utilize the above listed technical studies, as well as County-prepared studies (assumed to consist of a transportation assessment, geotechnical report, and Phase I ESA) in support of the IS/MND. This Scope of Work assumes that the County-prepared studies will be adequate for the purposes of CEQA and that no peer review will be required. The Administrative Draft IS/MND format will include separate sections for discussion of each CEQA Guidelines Appendix G Environmental Checklist impact category, and it will be adequately supported by exhibits (including color GIS mapping, as appropriate). The Administrative Draft IS/MND will evaluate project impacts against each question on the Appendix G Environmental Checklist and determine whether a potentially significant impact could occur that requires mitigation or if impacts would be less than significant and would not require mitigation. If potentially significant impacts are identified, FCS will draft mitigation measures that would reduce the impact to a less than significant level.

The following issues will be evaluated in the Administrative Draft IS/MND:

- Aesthetics
- Agriculture and Forestry Resources
- Air Quality
- Biological Resources
- Cultural Resources
- Energy
- Geology and Soils
- GHG Emissions
- Hazards and Hazardous Materials
- Hydrology and Water Quality
- Land Use and Planning
- Mineral Resources
- Noise
- Population and Housing
- Public Services
- Recreation
- Transportation
- Tribal Cultural Resources
- Utilities and Service Systems
- Wildfire
- Mandatory Findings of Significance

Each Environmental Checklist impact category will consider applicable local regulations and guidelines, as appropriate, including the General Plan and General Plan EIR.

TASK DELIVERABLES

- Electronic copy (via email/Dropbox in Microsoft Word and PDF) of the Administrative Draft IS/MND to the County.

Task 5.1.5. Preparation of Screencheck Draft IS/MND

This Scope of Work assumes the County will provide one set of consolidated, vetted comments (with tracked changes in the Word document) on the Administrative Draft IS/MND. Once FCS receives these comments, FCS will complete revisions and prepare a Screencheck Draft IS/MND for review.

Note that this Scope of Work assumes only one round of County comments and revisions to the Administrative Draft IS/MND. Should hours spent on this task exceed the cost identified herein, FCS shall coordinate with the County regarding the need for additional funds to ensure implementation of all comments in the Screencheck Draft IS/MND.

TASK DELIVERABLES

- Electronic copy (via email/Dropbox in Microsoft Word and PDF) of the Screencheck Draft IS/MND to the County.

Task 5.1.6. Preparation of Public Review Draft IS/MND

This Scope of Work assumes the County will provide one set of consolidated, vetted comments (with tracked changes in the Word document) on the Screencheck Draft IS/MND. Following receipt of any comments on the Screencheck Draft IS/MND, FCS will complete revisions and prepare the Draft IS/MND. This Scope of Work assumes the County will distribute copies of the Draft IS/MND to responsible agencies and the public for a 30-day public review period. FCS will post the Draft IS/MND, NOC, and Summary Form to the State Clearinghouse's online portal, CEQAnet, to formally commence the 30-day review period. This Scope of Work assumes that the County will be responsible for local distribution and noticing, including, but not limited to, newspaper noticing or radius mailing.

TASK DELIVERABLES

- Electronic copy (via email/Dropbox in PDF) of the Draft IS/MND to the County.
- Electronic copy (in PDF) of the Draft IS/MND (including appendices), Summary Form, and NOC to the State Clearinghouse via CEQAnet.

Task 5.1.7. Responses to Comments (Optional)

The CEQA Guidelines indicate that lead agencies are not required to respond to written comments submitted in response to Draft IS/MNDs. However, lead agencies often request that written responses be provided to all written comments to demonstrate that the lead agencies considered the concerns, questions, or objections raised by public agencies or private parties. Additionally, the Responses to Comments will contain an Errata section, which will document necessary revisions to the text of the Draft IS/MND in strikeout-underline format (if required). Note that FCS has budgeted for one round of revision, based on a single consolidated set of County comments on the draft Responses to Comments and Errata. Should the effort required to respond to the comments and prepare the Errata exceed the estimated cost herein an augment will be required.

DELIVERABLES

- Electronic version (via Dropbox) of the draft Responses to Comments and Errata to the County.
- Electronic version (via Dropbox) of the final Responses to Comments and Errata to the County.

Task 5.1.8. Preparation of Mitigation Monitoring and Reporting Program

FCS will prepare a comprehensive Mitigation Monitoring and Reporting Program (MMRP), pursuant to CEQA Guidelines Section 15097. The MMRP will contain all mitigation measures identified in the Draft IS/MND. This comprehensive MMRP will provide the County with a single source of reference to the full range of mitigation measures to be implemented. For each measure or group of similar measures, the agency responsible for ensuring proper implementation will be identified, along with the timing and method of verification.

Once FCS receives consolidated, vetted comments (with tracked changes in the Word document) on the MMRP, FCS will complete revisions and provide the County with an MMRP.

TASK DELIVERABLES

- Electronic copy (via email/Dropbox in Microsoft Word) of the draft MMRP to the County.

- Electronic copy (via<email/Dropbox in PDF) of the MMRP to the County.

Task 5.1.9. Attend Public Hearings

This Scope of Work assumes that FCS's Project Manager will attend up to 2 public hearings at the Planning Commission and/or Board of Supervisors. A time budget of 16 hours per meeting (including time for preparation, travel, and coordination) is assumed. If the County staff requests additional meeting attendance by FCS staff, or if the amount of time involved in these meetings exceeds the initial budget allocation, FCS will notify the County of the additional costs and obtain authorization for the extra meeting time.

Task 5.1.10. Preparation of Notice of Determination

FCS will prepare the Notice of Determination (NOD). Pursuant to CEQA Guidelines Sections 15075 and 15094, County staff would be responsible for filing the NOD with the Mariposa County Clerk's Office within 5 business days of IS/MND adoption. The County will be responsible for paying the associated filing fees: CEQA filing fee (currently $2,764) and any County filing fees (currently $50).

TASK DELIVERABLES

- Final Electronic copy (via email in PDF) of the Notice of Determination to the County.

Task 5.1.11. Project Management and Coordination

In addition to the research, analysis, communications, and report writing tasks described above, FCS will perform a variety of project management duties to ensure that the CEQA document meets County's standards of quality and that it is delivered on time and within budget. These duties will include team supervision and coordination, oral and written communications with County staff, project accounting, and quality assurance review of all deliverable products by FCS's Project Director and Technical Editor. These services will also include ongoing support to County staff, such as regular schedule updates and discussions of technical issues. FCS's Project Director or Project Manager will attend coordination meetings with County staff. This Scope of Work assumes 10, half hour coordination meetings. A not-to-exceed budget has been established to cover attendance at these meetings. If the County staff requests additional meeting attendance by FCS staff, or if the amount of time involved in these meetings exceeds the initial budget allocation, FCS will notify the County of the additional costs and obtain authorization for the extra meeting time.

Tasks Outside the Scope of Work

The following are tasks FCS has identified as falling outside its Scope of Work for the proposed project.

Newspaper Noticing/Local Noticing

FCS assumes that County of Mariposa will prepare the Notice of Availability for the IS/MND and the Notice of Public Hearing for the public meeting(s) at which the IS/MND will be considered for certification. These notices are typically published as a legal advertisement in a local newspaper or mailed directly to surrounding property owners and interested parties.

Printing/Shipping

FCS will provide all deliverables to Mariposa County electronically. This Scope of Work assumes that County staff will coordinate and cover costs of printing or shipping, as/if needed. FCS can assist with these services under separate authorization and fee.

Task 5.2. Environmental Permit Support

The following tasks are typically required for bridge replacement projects. If it is determined that they are not necessary, then these tasks would not be performed and the associated budget would not be required.

Task 5.2.1. Jurisdictional Delineation

FCS will prepare a jurisdictional delineation report, which will characterize the extent of potentially jurisdictional features within the study area. The Study Area is based on updated site mapping provided by Mark Thomas. The delineation will characterize and determine the extent of potential jurisdictional features within the study area. These include areas subject to the jurisdiction of the United States Army Corps of Engineers (USACE) under Section 404 of the Clean Water Act (CWA), the Regional Water Quality Control Board (RWQCB) under Section 401 of the CWA, and/or the Porter-Cologne Water Quality Control Act, and California Department of Fish and Wildlife (CDFW) under Section 1602 of the California Fish and Game Code.

The USACE and RWQCB delineation will be performed in accordance with methodologies within the USACE Wetland Delineation Manual and Arid West Regional Supplement. The delineation consists of the field identification of jurisdictional features using the three criteria described in the USACE manual: hydric soils, hydrology, and hydrophytic vegetation. The CDFW regulates activities that would alter the flow, bed, channel, or bank of streams and lakes. FCS will identify CDFW jurisdictional limits within the project boundaries by identifying the top of the stream banks, or the outer edge of riparian vegetation (whichever is wider), to determine CDFW-regulated resources.

Following the fieldwork for the delineation, FCS will prepare a Jurisdictional Delineation Report that conforms to requirements set forth by the USACE to document the results of the field delineation. The report will describe existing conditions, soils, hydrology, watersheds, and other pertinent information. Each feature will be described in terms of its width, length, vegetative characteristics, and jurisdictional characteristics. The report will use matrices and tables to assist the reader in readily accessing jurisdictional information for the proposed project. Detailed maps, photographs, and figures will be included in the report to depict the locations of the jurisdictional features within the project site.

This task assumes that one on-site meeting with the USACE and/or any other applicable regulatory agency will be required to verify the delineation. This task also includes one round of revisions to the Jurisdictional Delineation Report and associated maps based on input received from the USACE and/or any other applicable regulatory agency. If further on-site meetings or revisions are required, FCS can complete those requests following a budget augment.

Task 5.2.2. Prepare and Submittal of CWA Section 404 Permit Application

FCS will prepare a PCN for a NWP, which will include a project description, a discussion of avoidance and minimization of impacts, the jurisdictional delineation, existing functions and values of the affected creek, and all associated figures (vicinity maps, project site map, construction/improvement cross sections, etc.) and copies of the permit applications to Regional Water Quality Control Board (RWQCB) and CDFW. FCS will coordinate with USACE following the submission of the PCN and providing correspondence as needed during the permitting period. It is assumed that one on-site meeting will be required during the permitting process.

This scope of work and fee assumes that the proposed project will need and qualify for Nationwide Permit (NWP) with a required pre-construction notification (PCN).

Task 5.2.3. Section 106 Report

Should it be required, FCS will produce a Section 106 of the National Historic Preservation Act compliant study under 404 of the Clean Water Act. Additional studies under Section 106 could include, but may not be limited to, a Historic Properties Treatment Plan (HPTP). Potential costs for these studies are highly dependent on what is found and what is required by the lead agency and will be addressed in a separate scope of work, if required.

Task 5.2.4. Prepare and Submittal of CWA Section 401 Permit Application

FCS will complete and submit an application for a federal CWA Section 401 Water Quality Certification to RWQCB. The application will include the project location and existing conditions, a project description and impact analysis, existing functions and values of the affected creek, discussion of beneficial uses, proposed measures to prevent impacts to water quality, measures to maintain and improve water quality, all associated figures (vicinity maps, project site map, construction/improvement cross sections, etc.), and copies of the permit application submitted to the USACE and CDFW. Certain engineering graphics and calculations may be required from the project engineers, a hydrologist, and a QSD/QSP in order to complete this application (i.e., best management practices, stormwater detention/retention) FCS will coordinate with RWQCB following the submission of the application, including attending and preparing for the mandatory pre-application meeting and providing correspondence as needed during the permitting period. The Application Fee will be paid directly by the applicant. Fees are assessed based on the nature of the dredge or fill discharge and the project type. Please note that the Application fee is not included in the proposal or cost estimate.

This scope of work and fee assumes that the proposed project will not require the preparation of an alternatives analysis. If it is determined that an alternatives analysis will be required, FCS can provide that request following a budget augment.

Task 5.2.5. Prepare and Submittal of Application for California Department of Fish and Wildlife Streamed Alteration Agreement

FCS will submit Streambed Alteration Notification (i.e., permit application) to the CDFW. Please note, CDFW requires a Project Applicant/Property Owner (not a consultant) to register an online account through the CDFW's Environmental Permit Information System (EPIMS). Once the EPIMS account is created by the applicant, and the credentials are shared with FCS, we will be able to submit the permit application and supporting information to the CDFW through EPIMS. The application will include a project description, discussion of avoidance and minimization of impacts, a jurisdictional delineation, impacts to sensitive plants and wildlife, all associated figures (vicinity maps, project site map, construction/improvement cross sections, etc.) The Notification Fee will be paid directly by the applicant either online through the EPIMS account or by paper check (please note that the CDFW fee is not included in the proposal or cost estimate). FCS will coordinate with CDFW following submission of the application, including attending one meeting and providing correspondence as-needed during the permitting period, including one round of written responses to a set of written comments (typically requested by CDFW through the application completion process).

TASK 6. RIGHT OF WAY ACQUISITION SUPPORT

Task 6.1. Plats & Legal Description

NorthStar Engineering Group, Inc. (NSE) will prepare wet stamped and signed plats and legal descriptions for right-of-way acquisitions, temporary construction easements, and easements for staging areas. Perform a field survey to set "Show Me" stakes for Owner's review and coordination.

Task 6.2. Appraisal Waiver

Based on initial review of the preliminary plans there will be TCEs or permanent rights necessary from 4 parcels at the Harris Road Structure. The assumption is no appraisals will be required for the project. Instead, we are recommending Waiver Valuations in Lieu of an Appraisal. This will save up to two months in the valuation timeline, and over $10,000 in consultant costs. Because they will not be recorded, the Waivers for the TCE only parcels can be completed with an exhibit rather than a plat and legal, saving up to an additional $15,000 in surveying fees.

For federally funded projects, an appraisal is not required if it determined the value of the proposed acquisition is uncomplicated and the fair market value is estimated at $10,000 or less. Accordingly, Monument will prepare a valuation report by utilizing the "Waiver Valuation in Lieu of Appraisal" procedures described under 49 CFR 24.102(c)(2) and Section 07.02.13, Chapter 7 of the Caltrans Right of Way Manual. Waiver Valuations are suitable for purposes of establishing the Amount of Just Compensation and conduct good faith negotiations, however, they cannot be used for eminent domain proceedings.

- Monument will prepare and mail a "Notice of Decision to Inspect" to the property owner with the appropriate Acquisition Brochure and Title VI information and request permission to conduct an on-site inspection of the property.
- Review design plans, title information, legal descriptions and plat maps, and any other information pertaining to the subject property.
- Perform an inspection of the subject property with the owner and document and photograph the use, special features and any site improvements within the proposed acquisition area.
- Research and analyze relevant market information and formulate the valuation amount of the proposed acquisition.
- Prepare a "Waiver Valuation in Lieu of Appraisal" report utilizing the Caltrans form 7-EX-21A provided in Chapter 7 "Appraisal" in the Caltrans Right of Way Manual.

Task 6.3. Acquisition/Negotiations (Monument)

Monument will provide ROW delivery services required for the County to purchase right-of-way required to construct the Project. The tasks will be performed in accordance with applicable Federal, State and local regulations, Caltrans Policies and Procedures and County's right-of-way Policies and Procedures.

Monument will provide the following services under the direction of the County staff:

- Provide the Acquisition and Negotiations Services to acquire the property interests required for the Project in a timely, efficient manner for up to a total of 18 hours or 60 days. Work shall be performed in accordance with Caltrans and the County's Policies and Procedures and applicable Federal, State and local regulations.

- Coordinate and manage the acquisition process with the County, legal counsel, design team, property owners, and tenants along with the title company, appraisers and other consultants to insure effective cross-discipline communications.
- Review right-of-way plans, appraisal reports, title reports, appraisal maps and legal descriptions and all other pertinent documents.
- Prepare acquisition offer packages consisting of the County's written purchase offer, waiver valuation, acquisition brochure, acquisition agreement, conveying instruments (Grant Deed, Permanent and/or Temporary Easements, etc.), Certificate of Acceptance, recommendation of Amount of Just Compensation, plat maps and legal descriptions, and Title VI Information.
- Monument's acquisition agent will meet personally with each property owner to present the County's purchase offer, explain the project design requirement, and inform him or her of the County's right-of-way acquisition process.
- Negotiate personally in good faith with each property owner, his/her agent or representative and discuss appraisal and valuation of the property interests, gather information from the property for consideration and address any questions or concerns that may arise during the acquisition process.
- Establish and maintain an acquisition file for each property owner or property interest acquired and maintain a file checklist pursuant to the County's specifications.
- Promptly transmit executed documents (acquisition agreements, executed deeds) to the County for acceptance and processing. A report summarizing the pertinent information relative to the transaction will be included.
- Prepared and submit a Letter of Recommendation to the County for any proposed administrative settlements with property owners. The letter will include a chronology of the negotiation efforts, provide supporting evidence and documentation and an explanation of the benefits and rationale behind the recommendation.
- Escrow Coordination – We recommend working through escrow for the transactions that include permanent right of way. Monument will coordinate opening of escrows with direction from the project manager, assist the escrow company in obtaining additional documentation as necessary to provide clear title to the County, supervise and review the closing of escrows, and review closing statements for completeness and accuracy. We will serve as liaison between the title company, escrow holder, and the County. Upon closing of escrow, tax cancelation letters will be prepared for County signature, as necessary, for fee interest acquisitions.

TASK DELIVERABLES

- Wet stamped and signed plats and legal descriptions (4)
- Waiver Valuations (4)
- Signed agreements (4)

TASK 7. PRELIMINARY DESIGN

Task 7.1. Geometric Approval Drawings - 30% Plans

Task 7.1.1. Roadway

The 30% Plan Submittal will serve as the Geometric Approval Drawings used to show the project area with enough detail for the County to give the authorization for Mark Thomas to begin the construction drawings. The plans will show plan and profile of the roadway and bridge, lane and shoulder widths, and striping. The 30% Plan Submittal will be to 1 inch = 40 feet scale.

Task 7.1.2. Project Type Selection Memorandum

Mark Thomas will prepare a Structure Type Selection Memo that will analyze up to two structure type alternatives. The memo will discuss geotechnical, hydraulic, seismic, utilities, bridge barriers and constructability issues related to the structure. Advantages, disadvantages, and estimated costs for the alternatives will be presented to the County for review and discussion. Construction staging will be coordinated with the GAD alignment to confirm if staging is geometrically viable. A Bridge General Plan sheet will be developed for up to two bridge alternatives. The preferred alternative will be selected for 60% design.

Task 7.1.3. Draft Hydraulics and Scour Report

Mark Thomas will prepare the Draft Hydraulics and Scour Report. The Draft Hydraulics and Scour Report will be included in the Type Selection Memorandum.

Task 7.1.3.1. Research and Data Collection

Mark Thomas will gather and review existing information and conduct project field review including:

- Bridge maintenance records for the existing bridge.
- Available hydrologic and hydraulic data from the County, USGS, AID, or FEMA.

If necessary, Mark Thomas will complete a survey request outlining the location and extent of additional channel cross section necessary to create the HEC-RAS model.

Task 7.1.3.2. Estimate Hydrology

Mark Thomas will gather available existing drainage information and evaluate the existing hydrology and drainage patterns using available "as-built" plans for existing facilities and site surveys.

Task 7.1.3.3. Hydraulic Analysis

Based on survey information obtained, Mark Thomas will set up an existing conditions HEC-RAS model of the reach. Calibration data will be researched to determine if any high-water elevations were documented for the flood of record.

The proposed replacement structure will be modeled to determine the impact to the water surface elevation and velocity. The model will also incorporate any encroachment from the bridge approval fills.

The hydraulic variables (water surface elevation, velocity, etc.) will be determined for the 100 year storm. Results from the hydraulic analysis will be provided in both tabular as well as graphic output formats.

Chapter 800 of the Caltrans Highway Design Manual (HDM) delineates the hydraulic design criteria for bridges and culverts, but leaves the recommendation for freeboard to the judgement of the hydraulic engineer based primarily upon the debris anticipated at the bridge.

Task 7.1.3.4. Scour and Bank Protection

Mark Thomas will review maintenance records for the existing and adjacent bridges to determine if the stream has aggraded or degraded over time. Local scour will be estimated using the methods described in the Federal Highway Administration (FHWA) publication HEC-18, Evaluating Scour at Bridges.

Calculation will be completed to determine the need for bank protection. If bank protection is required, parameters will be provided according to the Bank and Shore Protection Manual using a layered Caltrans Design.

Task 7.1.3.5. Location Hydraulic Study

Mark Thomas will complete a Location Hydraulic Study (Floodplain Encroachment Report) in accordance with 23 CFR 650.113

Final Hydraulics and Scour Report

Mark Thomas will prepare and submit a Final Hydraulics and Scour Report incorporating comments from the County and the Design Team.

TASK DELIVERABLES

- Draft Hydraulics and Scour Report
- Final Hydraulics and Scour Report

~~TASK 8. FINAL DESIGN - PLANS, SPECIFICATIONS, AND ESTIMATES (PS&E)~~ NOT A PART

~~Task 8.1. 60% Plans~~

The Mark Thomas team will complete the design tasks for final plans, specifications, and estimates for the project. Plans shall be prepared in AutoCAD (using Civil 3D) to County format and shall be submitted at the 60%, 90%, and 100% stages of design. The following sheets are anticipated for each plan package:

Description	Scale	Sheet Count
Title Sheet	n/a	1
Typical Cross Sections	n/a	1
Project Controls	n/a	1
Plan and Profile	1”=20’	1
Construction Details	Varies	2
Erosion Control	1”=20’	1
Utility Plans	1”=20’	1
Construction Area Signs (Detour Plan)	n/a	1
Signing and Striping	1”=20’	1
Structure Plans (GP, Deck Cont, FP, Abut, Typ Sect, Slab Det, Barrier, Utility, Logs)	Varies	11
Total Sheets		**21**

~~Task 8.1.1. Roadway~~

This submittal represents a complete set of “unchecked” plans. Mark Thomas will prepare a complete set of construction plans in accordance with the County’s standards. It is assumed the bridge can be closed and a detour plan will be acceptable. The content will represent a biddable plan set; it has not been through our QC checklist.

~~Task 8.1.2. Bridge~~

Based on survey, hydraulic criteria, and geotechnical recommendations, MT will design the bridge structure according to AASHTO LRFD Bridge Design Specifications (8th Edition) with California Amendments. Coordination with the existing

utilities is needed for relocation requirements and temporary service as needed. Structural calculations and a full set of plans will be prepared. Draft structure special provisions and a draft structure estimate will be prepared.

~~Task 8.2. 90% Plans~~

~~Task 8.2.1. Roadway~~

~~Task 8.2.2. Bridge~~

County comments from the 60% submittal will be addressed and incorporated into the 90% design. Responses to comments will be prepared and submitted.

Mark Thomas will perform an independent design check of the structure. The independent check will be completed by an engineer who was not involved in the original design of the structure. Calculations will be performed to check the bridge layouts and structural integrity. Upon completion of the independent check, discrepancies between the designer and checker will be reconciled and plans updated. Final structure special provisions and a final structure estimate will be prepared.

~~Task 8.3. 100% Plans~~

~~Task 8.3.1. Roadway~~

This submittal represents a completed Bid Set, ready for bidding. Major design features have been reviewed at least twice at this stage. The plan package is to a point where the County project manager can verify that the previous comments were incorporated and no internal County circulation is required.

~~Task 8.3.2. Bridge~~

County comments from the 90% submittal will be addressed and incorporated into the 100% design. Responses to comments will be prepared and submitted.

All final plan revisions will be made. Updates to the specifications and estimate will be completed. A bid ready PS&E package will be submitted.

~~Task 8.4. Special Provisions~~

Mark Thomas will prepare special provisions for the project. The special provisions will be a combination of 2018 Caltrans standards and the County's technical provisions. The special provisions will be submitted at the 60%, 90% and the 100% plan reviews.

~~Task 8.5. Estimates~~

Mark Thomas will prepare preliminary construction cost estimates and submit them with each plan submittal. This estimate will be comprised of unit prices placed on detailed quantity and check quantity calculations. Construction costs for the estimate will be developed using current bid results from similar projects, Caltrans data base information and from Caltrans latest Construction Cost Manual.

TASK DELIVERABLES

- Project Plans (60%, 90%, 100% - 24x36 Hard copy and PDF Submittal)
- Special Provision (60%, 90%, 100% - Word and PDF)
- Construction Cost Estimate (60%, 90%, 100% - Excel and PDF)

- Auto CAD (2022 Version)

PART 2. BIDDING AND CONSTRUCTION SUPPORT TASKS

TASK 1. ASSISTANCE DURING CONSTRUCTION BIDDING

Task 1.1. Bidding Assistance

Mark Thomas and subconsultants will provide assistance, as required, to the County during bidding of the project. The work may include answering questions from prospective bidders, assisting the County in the preparation of addenda to the PS&E during the advertisement period, and providing consultation and interpretation of the construction documents. An allowance has been provided for Bidding Assistance. If the allowance is exceeded, Mark Thomas will continue to provide needed services and will be billed on a time and materials basis.

TASK 2. DESIGN SUPPORT DURING CONSTRUCTION

Task 2.1. Construction Support

Mark Thomas and subconsultants will provide assistance, as required, to the County during construction of the project. The work may include responding to Request for Information (RFI), reviewing shop drawings, attending construction meetings, etc. An allowance has been provided for Construction Support. If the allowance is exceeded, Mark Thomas will continue to provide needed services and will bill on a time and materials basis.

Task 2.2. Record Drawings

Mark Thomas and subconsultants will provide Record Drawings to the County after construction is complete. These drawings will be based on red-lined as-builts provided by the County construction manager.

TASK 2.2. DELIVERABLES

- Final Record Drawing

ASSUMPTIONS:

- No long-term road closure allowed; stage construction or temporary detour required
- Bridge deck/soffit elevations based on hydraulic requirements
- Bridge width is 20 feet minimum
- No Caltrans reviews needed
- Will need to coordinate waterline attached to new bridge for Harris Road. Design of waterline is not included in scope.

- Field work will be performed during normal work hours (0800 to 1700).
- Field work will be performed within County ROW and rights of entry, if required, will be acquired by others.
- A no-fee encroachment permit will be provided by the County
- No contaminated soil or groundwater issues are present that would require containment of the geotechnical drill cuttings; drill cuttings will be spread on-site.
- Additional structures (such as retaining walls) are excluded from this scope.

COST PROPOSAL FOR PROJECT SCOPE: Mariposa On-Call (A&E) - Harris Road Bridge - Task Order No. 03

MARK THOMAS

		Principal $405	Sr. Engineering Manager $361	Sr. Project Manager $252	Project Manager $204	Technical Lead $204	Sr. Project Engineer $177	Project Engineer $157	Design Engineer II $135	Design Engineer I $110	Sr. Technician $138	Intern $63	Sr. Project Accountant $139	Sr. Project Coordinator $138	Total Hours	Total MT Cost	Subconsultants: CRAWFORD	FCS	MONUMENT	NORTHSTAR	TOTAL COST
PART 1 - DESIGN AND DEVELOPMENT TASKS																					
1.0	**Project Management/Coordination**																				
1.1	PDT Meetings			16				16							32	$6,544	2,093	-	-	-	$8,637
1.2	Client/Agency Coordination			8				16							24	$4,528	1,952	-	-	-	$6,480
1.3	Monthly Progress Reports			8				8					16	16	48	$7,704	-	-	-	-	$7,704
1.4	QA/QC			12		8		8							28	$5,912	-	-	-	-	$5,912
	Subtotal Phase 1	**0**	**0**	**44**	**0**	**8**	**0**	**48**	**0**	**0**	**0**	**0**	**16**	**16**	**132**	**$24,688**	**$4,045**	**$0**	**$0**	**$0**	**$28,733**
2.0	**SURVEYS/MAPPING**																				
2.1	Data Gathering/Review							4	4	4					12	$1,608	-	-	-	1,575	$3,183
2.2	Design Surveys														0	$0	-	-	-	12,248	$12,248
2.3	ROW Retracement Surveys														0	$0	-	-	-	4,864	$4,864
2.4	Prepare Landnet/Survey Control														0	$0	-	-	-	3,750	$3,750
	Subtotal Phase 2	**0**	**0**	**0**	**0**	**0**	**0**	**4**	**4**	**4**	**0**	**0**	**0**	**0**	**12**	**$1,608**	**$0**	**$0**	**$0**	**$22,437**	**$24,045**
3.0	**FIELD INVESTIGATIONS/GEOTECHNICAL RESEARCH**																				
3.1	Preliminary Foundation Report														0	$0	8,256	-	-	-	$8,256
3.2	Foundation Report														0	$0		-	-	-	$0
3.2.1	Coordination, Obtain Permits and Mark USA														0	$0	3,970	-	-	-	$3,970
3.2.2	Subsurface Exploration														0	$0	2,488	-	-	-	$2,488
3.2.3	Laboratory Testing														0	$0	367	-	-	-	$367
3.2.4	Engineering Evalutaion and Analysis														0	$0	8,071	-	-	-	$8,071
3.2.5	Foundation Report			2				4	4						10	$1,672	7,160	-	-	-	$8,832
3.3	Plan Review and Consultation														0	$0	2,614	-	-	-	$2,614
	Subtotal Phase 3	**0**	**0**	**2**	**0**	**0**	**0**	**4**	**4**	**0**	**0**	**0**	**0**	**0**	**10**	**$1,672**	**$32,925**	**$0**	**$0**	**$0**	**$34,597**
4.0	**UTILITY COORDINATION**																				
4.1	Utility Coordination		4					8	12						24	$4,320	-	-	-	-	$4,320
4.2	Potholing							4	4						8	$1,168	-	-	-	2,606	$3,774
	Subtotal Phase 4	**0**	**4**	**0**	**0**	**0**	**0**	**12**	**16**	**0**	**0**	**0**	**0**	**0**	**32**	**$5,488**	**$0**	**$0**	**$0**	**$2,606**	**$8,094**
5.0	**ENVIRONMENTAL PERMITTING**																				
5.1	**INITIAL STUDY/MITIGATED NEGATIVE DECLARATION**																				
5.1.1	Project Initiation and Kick-off Meeting														0	$0	-	2,970	-	-	$2,970
5.1.2	Preparation of Comprehensive Project Description														0	$0	-	4,505	-	-	$4,505
5.1.3	**PREPARATION OF TECHINICAL STUDIES**																				
5.1.3.1	Air Quality, Greenhouse Gas Emissions, and Energy Analysis														0	$0	-	5,845	-	-	$5,845
5.1.3.2	Biological Resources Analysis														0	$0	-	10,460	-	-	$10,460
5.1.3.3	Cultural Resource Analysis														0	$0	-	6,525	-	-	$6,525
5.1.3.4	Noise Analysis														0	$0	-	4,415	-	-	$4,415
5.1.4	Preperation of Administrative Drft IS/MND														0	$0	-	20,865	-	-	$20,865
5.1.5	Preparation of Screencheck Draft IS/MND														0	$0	-	9,975	-	-	$9,975
5.1.6	Preperation of Public Review Draft IS/MND														0	$0	-	4,210	-	-	$4,210
5.1.7	Response to Comments (Optional)														0	$0	-	5,660	-	-	$5,660
5.1.8	Preparation of Mitigation Monitoring and Reporting Program														0	$0	-	1,295	-	-	$1,295
5.1.9	Attend Public Meetings														0	$0	-	2,700	-	-	$2,700
5.1.10	Preparation of Notice of Determination														0	$0	-	525	-	-	$525
5.1.11	Project Management and Coordination				8			8	8						24	$3,968	-	5,270	-	-	$9,238
5.2	**ENVIRONMENTAL PERMIT SUPPORT**																				
5.2.1	Jurisdictional Delineation														0	$0	-	9,630	-	-	$9,630
5.2.2	Prepare and Submittal of CWA Section 404 Permit Application														0	$0	-	9,845	-	-	$9,845
5.2.3	Section 106 Report														0	$0	-	5,455	-	-	$5,455
5.2.4	Prepare and Submittal of CWA Section 401 Permit Application														0	$0	-	9,335	-	-	$9,335
5.2.5	Prepare and Submittal of Application for California Department of Fish and Wildlife Streambed Alteration Agreement														0	$0	-	9,610	-	-	$9,610
	Subtotal Phase 5	**0**	**0**	**0**	**8**	**0**	**0**	**8**	**8**	**0**	**0**	**0**	**0**	**0**	**24**	**$3,968**	**$0**	**$129,095**	**$0**	**$0**	**$133,063**
6.0	**ROW ACQUISITION SUPPORT**																				
6.1	Plats/Legal Descriptions				2				8						10	$1,488	-	-	-	8,649	$10,137
6.2	Appraisal Waiver				2				8						10	$1,488	-	-	16,321	-	$17,809
6.3	Acquisitions/Negotiations				2				8						10	$1,488	-	-	16,321	-	$17,809
	Subtotal Phase 6	**0**	**0**	**0**	**6**	**0**	**0**	**0**	**24**	**0**	**0**	**0**	**0**	**0**	**30**	**$4,464**	**$0**	**$0**	**$32,642**	**$8,649**	**$45,755**
7.0	**PRELIMINARY DESIGN**																				
7.1	**GEOMETRIC APPROVAL DRAWINGS (30%) PLANS**																				
7.1.1	Roadway	4			8			40	40						92	$14,932	-	-	-	-	$14,932
7.1.2	Type Selection Memo			40			60	20			60				180	$32,120	-	-	-	-	$32,120
7.1.3	**DRAFT HYDRAULICS/SCOUR REPORT**																				
7.1.3.1	Research/Data Collection				2			4	8	16					30	$3,876	-	-	-	-	$3,876
7.1.3.2	Estimate Hydrology				2			4	24	24					54	$6,916	-	-	-	-	$6,916
7.1.3.3	Hydraulic Analysis				2			8	24	24					58	$7,544	-	-	-	-	$7,544
7.1.3.4	Scour and Bank Protection				2			4	16	16					38	$4,956	-	-	-	-	$4,956
7.1.3.5	Location Hydraulic Study				2			4	24	16					46	$6,036	-	-	-	-	$6,036
7.1.4	Final Hydraulics/Scour Analysis Report				2			8	40						50	$7,064	-	-	-	-	$7,064
	Subtotal Phase 7	**4**	**0**	**40**	**20**	**0**	**60**	**92**	**176**	**96**	**60**	**0**	**0**	**0**	**548**	**$83,444**	**$0**	**$0**	**$0**	**$0**	**$83,444**

TOTAL $357,731

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-340

MEETING: June 20, 2023

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works and Transportation

RE: Approve Second Amendment to Agreement with JS West Extending the Term of the Agreement to November 1, 2023, for the Supply of Liquid Propane Gas to County Facilities; and Authorize the Board of Supervisors Chair to Sign the Amendment

---

RECOMMENDATION AND JUSTIFICATION

Approve Second Amendment to Agreement with JS West Extending the Term of the Agreement to November 1, 2023, for the Supply of Liquid Propane Gas to County Facilities; and Authorize the Board of Supervisors Chair to Sign the Amendment.

The current three-year contract with JS West is due to expire on June 30, 2023. The Amendment is to extend the term of the Agreement to November 1, 2023, to allow the Public Works Department to advertise a Request for Proposal (RFP) in order to obtain the best pricing available to the County.

BACKGROUND AND HISTORY OF BOARD ACTIONS

On May 16, 2017, Resolution 2017-297, the Board approved the bid solicitation and contract award for liquid propane gas for various county offices.
On May 19, 2020, Resolution 2020-251, the Board approved a First Amendment to the agreement.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve, the County will be without a contract for liquid propane gas delivery.

FINANCIAL IMPACT

None

ATTACHMENTS

1. **JS West amd 2**
2. **JS West 1st Amd**
3. **JS West Executed contract 17-032**

VOTE RESULT

RESULT: **Adopted (UNANIMOUS)**
MOVER: District I Supervisor Rosemarie Smallcombe
SECONDER: District II Supervisor Shannon Poe
AYES: District II Supervisor Poe, District I Supervisor Smallcombe, District IV Supervisor Forsythe, District V Supervisor Menetrey, District III Supervisor Toso

ABSTAIN: None

SECOND AMENDMENT TO AGREEMENT FOR THE SUPPLY OF LIQUID PROPANE GAS

THIS SECOND AMENDMENT TO AGREEMENT FOR THE SUPPLY OF LIQUID PROPANE GAS is made and entered into this _____ day of _____2023, by and between the County of Mariposa, a political subdivision of the State of California hereinafter referred to as **"County,"** and JS West, hereinafter referred to as **"Contractor."**

WHEREAS, County and **Contractor** have heretofore entered into an Agreement dated July 1, 2017, wherein **Contractor** agreed to provide the supply of liquid propane gas services; and

Whereas, County and **Contractor** entered into a First Amendment dated May 19, 2020, to extend the term of the agreement to June 30, 2023.

Whereas, County and **Contractor** desire to amend said Agreement to extend the term of the agreement 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 November 1, 2023.

2. Except as herein amended, the Agreement dated July 1, 2017, together with the First Amendment dated May 19, 2020, shall remain in full force and effect.

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

COUNTY OF MARIPOSA:

_____
Miles Menetrey, Chairman
Mariposa County Board of Supervisors

CONTRACTOR:

_____
(Signature)

ATTEST:

_____
Danielle Bondshu
Clerk of the Board

APPROVED AS TO FORM:

_____
STEVEN W. DAHLEM
County Counsel

MARIPOSA COUNTY

Public Works · 209 966 5356

RESOLUTION - ACTION REQUESTED 2020-251

MEETING: May 19, 2020

TO: The Board of Supervisors

FROM: Mike Healy, Public Works Director

RE: Approve First Amendment to the Contract with JS West for Supplying Liquid Propane Gas

---

RECOMMENDATION AND JUSTIFICATION:
Approve First Amendment to the Agreement with JS West for Supplying Liquid Propane Gas to County Facilities Extending the Term to June 30, 2023; Approve PROPANE TANK LIST, Including County Fire and Any Additional County Facilities as Deemed Appropriate through the Duration of the Agreement; and Authorize the Public Works Director to Sign the Agreement.

The current three-year contract with JS West is due to expire June 30, 2020. In order to maintain the County's business, JS West has agreed to maintain the current pricing methodology over the duration of this agreement.

When last we bid this contract the price received by JS West was much less than the pricing submitted by other bidders and it also included at no cost or rent the installation and maintenance of tanks, again, at no charge to the County.

The Public Works department has been extremely satisfied with services received by this vendor as over the term of the agreement we have not run out of fuel at any of our facilities unlike our experience when using previous vendors.

The staff recommendation is to extend this contract for an additional term similarity to our other fuel contracts and bid this commodity in 2023 near the expiration of this extension should the Board approve this item.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
Other County contracts such as the Uniform Laundry Services and Janitorial Supplies contract have been extended based on the Department's recommendation and upon Board approval.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
This contract was bid originally and the vendor has proposed a cost mechanism identical to that of the existing agreement without any increase. Staff recommendation given the no increase in cost and the quality service that we have received from this

vendor staff is confident that this extension is in the best interest of the County.

FINANCIAL IMPACT:
There is no additional financial impact to this extension as the terms relating to cost are unchanged.

ATTACHMENTS:
Executed contract 7-01-17 (PDF)
JS West 1st Amd (PDF)

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Rosemarie Smallcombe, District I Supervisor
SECONDER: Merlin Jones, District II Supervisor
AYES: Smallcombe, Jones, Long, Cann, Menetrey

RES. NO. 20-251

FIRST AMENDMENT TO AGREEMENT FOR THE SUPPLY OF LIQUID PROPANE GAS

THIS FIRST AMENDMENT TO AGREEMENT FOR THE SUPPLY OF LIQUID PROPANE GAS is made and entered into this 5th day of May 2020, by and between the County of Mariposa, a political subdivision of the State of California hereinafter referred to as **"County,"** and JS West, hereinafter referred to as **"Contractor."**

WHEREAS, County and **Contractor** have heretofore entered into an Agreement dated July 1, 2017, wherein **Contractor** agreed to provide the supply of liquid propane gas services; and

Whereas, County and **Contractor** desire to amend said Agreement to extend the term of the Agreement;

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 June 30, 2023.

2. Except as herein amended, the Agreement dated July 1, 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:

Mike Healy, Director
Public Works & Transportation

CONTRACTOR:

J.S. West

APPROVED AS TO FORM:

STEVEN W. DAHLEM
County Counsel

js west
AND COMPANIES

April 15, 2020

Mariposa County Public Works
4639 Ben Hur Road
Mariposa, CA 95338

Attn: Melinda Rice,

JS West Propane accepts the offer from Mariposa County to extend the liquid propane delivery and service contract for an additional 3 years at the same terms listed in the original contract dated July 1, 2017.

Cordially,

Jeff Price
Interim VP of Propane Operations
501 9th Street
Modesto, CA 95354
209-577-3221

Go West With Confidence

PROPANE TANK LIST
FOR MARIPOSA COUNTY FIRE DEPARTMENT

Stations	Total # of Dispensers
Midpines - #21 6364 Hwy 140 Midpines, CA 95345	1
Catheys Valley - #23 2820 Hwy 49 North Catheys Valley, 95306	1
Don Pedro - #24 9729 Merced Falls Rd. La Grange, CA 95329	1
Mt. Bullion Airport - #25 5021 Macready Way Mariposa, CA 95338	1
Coulterville - #26 10293 Ferry Rd. Coulterville, 95311	1
Bridgeport - #28 2746 Creek Ridge Rd.	2
Lush Meadows - #29 6008 Monte Vista Dr.	1
Greeley Hill - #31 10332 B Fiske Rd. Greeley Hill, CA 95311	1
Spring Hill - #7100 7802 Hwy 140 Mariposa, CA 95338	2

Stations	Total # of Dispensers
Ponderosa Basin - #32 5618 Creel Rd.	1
Fish Camp - #33 7731 Summit Rd. Fish Camp, CA 93623	1
Hunters Valley - #36 7919 Hunters Valley Rd.	1
Bootjack - #37 3883 Bootjack Ln.	1

PROPANE TANK LIST FOR MARIPOSA COUNTY
(EXCLUDING FIRE DEPARTMENT)

Account #	Serial #	Location #	Service Address	Tank Size
799132	136411	1	Fleet Maintenance/4613 Ben Hur Rd./Mariposa, CA 95338	499
799132	113613	1	Fleet Maintenance/4613 Ben Hur Rd./Mariposa, CA 95338	495
799132	98788	1	Fleet Maintenance/4613 Ben Hur Rd./Mariposa, CA 95338	495
799132	95442	1	Fleet Maintenance/4613 Ben Hur Rd./Mariposa, CA 95338	499
799132	7CE016222	2	Facilities Maintenance/4613 B Ben Hur Rd./Mariposa, CA 95338	499
799132	5EC02720	3	Public Works Dept./4639 Ben Hur Rd./Mariposa, CA 95338	499
799132	78894	4	Woodland Park/Hall/3415 Woodland Dr./Mariposa,CA 95338	289
799132	101796	5	Darrah Park/School House/5991 Darrah Rd./Mariposa, CA 95338	289
799132	111645	6	Midpines Park/Hall/6364 Hwy 140/Midpines, CA 95345	289
799132	131193	7	Government Center/Library/5100 Bullion St./Mariposa, CA 95338	495
799132	89959	7	Government Center/Library/5100 Bullion St./Mariposa, CA 95338	495
799132	74073	8	Probation Dept./5091 Bullion St./Mariposa, CA 95338	1150
799132	7CH009374	9	District Attorney/5085 Bullion St./Mariposa, CA 95338	325
799132	56600	10	Mariposa Co. Park/4998 County Park Way/Mariposa, CA 95338	289
799132	81093	11	History Center/5119 Jessie St./Mariposa, CA 95338	289
799132	59420	12	Cathey's Valley Park/2820 Hwy 140/Cathey's Valley, CA 95306	289
799132	741701	13	Hornitos Park/Hall/2884 Bear Valley Rd./Hornitos, CA 95325	250
800319	130402	1	Coulterville WWTP/4850 Mary Harrison Mine Rd. Coulterville, CA 95311	289
800319	M0349039	2	Coulterville Community Center/ 10327 Cemetary Rd. Coulterville, CA 95311	250
882309	M1546608		Greely Hill/Red Cloud Library 10332C Fiske Rd. Coulterville, CA 95311	499
882375	M1602076		Greely Hill Community Club 10332 Fiske Rd. Coulterville, CA 95311	499
882375	M1602076		Greely Hill Senior Annex 10332A Fiske Rd. Coulterville, CA 95311	Share Tank

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/27/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
MARSH RISK & INSURANCE SERVICES
345 CALIFORNIA STREET, SUITE 1300
CALIFORNIA LICENSE NO. 0437153
SAN FRANCISCO, CA 94104
Attn: SanFrancisco.certs@marsh.com / FAX: 212-948-0398
CN115203582-JSW-GAWU--19-20

CONTACT NAME:
PHONE (A/C, No, Ext): **FAX (A/C, No):**
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : N/A	N/A
INSURER B : N/A	N/A
INSURER C : Liberty Insurance Corporation	42404
INSURER D : Liberty Mutual Fire Insurance Company	23035
INSURER E :	
INSURER F :	

INSURED
J.S. West Milling Company
Attn: Amanda Silva
501 9th Street
Modesto, CA 95353

COVERAGES **CERTIFICATE NUMBER:** SEA-003532789-08 **REVISION NUMBER:** 6

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
D	X COMMERCIAL GENERAL LIABILITY			TB2-641-445390-029	12/01/2019	12/01/2020	EACH OCCURRENCE	$	1,000,000
	CLAIMS-MADE [ ] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$	1,000,000
							MED EXP (Any one person)	$	10,000
							PERSONAL & ADV INJURY	$	1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$	2,000,000
	[ ] POLICY [X] PRO-JECT [X] LOC						PRODUCTS - COMP/OP AGG	$	2,000,000
	[ ] OTHER:							$	
D	**AUTOMOBILE LIABILITY**			AS2-641-445390-039	12/01/2019	12/01/2020	COMBINED SINGLE LIMIT (Ea accident)	$	1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$	
	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$	
	[ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$	
	X MCS-90						Comp/Coll Ded.	$	5,000
	[ ] **UMBRELLA LIAB** [ ] OCCUR						EACH OCCURRENCE	$	
	[ ] **EXCESS LIAB** [ ] CLAIMS-MADE						AGGREGATE	$	
	[ ] DED [ ] RETENTION $							$	
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y/N			WA7-64D-445390-019	12/01/2019	12/01/2020	X PER STATUTE [ ] OTH-ER		
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] N/A **(Mandatory in NH)**						E.L. EACH ACCIDENT	$	1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$	1,000,000
							E.L. DISEASE - POLICY LIMIT	$	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate issued as evidence only.

CERTIFICATE HOLDER

Mariposa County Building Department
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
of Marsh Risk & Insurance Services
Mary Lou Cutaia

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MARIPOSA COUNTY

Public Works · 209 966 5356

RESOLUTION - ACTION REQUESTED 2017-297

MEETING: May 16, 2017

TO: The Board of Supervisors

FROM: Mike Healy, Public Works Director

RE: Authorize Public Works to Solicit Bids for Liquid Propane Gas Heating Fuel

---

RECOMMENDATION AND JUSTIFICATION:
Authorize Public Works to Solicit Bids for Liquid Propane Gas Heating Fuel; award the agreement to the lowest responsible bidder; and authorize the Public Works Director to sign the agreement (Subject to Approval as to Form by County Counsel).

Solicitations for bids will be advertised in the local newspaper May 25 and June 1, 2017. The bid period will close on Thursday, June 15, 2017 at 4:00pm and bids will be publicly opened Friday, June 16, 2017 at 10:00am in the lobby of the Public Works Administration building.

The recommended agreement period for the successful bidder will be in effect from July 1, 2017 to June 30, 2020.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
Soliciting for bids is mandated per Mariposa County Code, Section 3.08.070, which requires notice to the Board of Supervisors of proposed time and place of the bid opening.

Per RES No. 2014-191, the Board awarded the current contract to AmeriGas Gas Company

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Do not authorize the request to bid and as of July 1, 2017 purchase LPG on open market on case-by-case bases for all county propane users.

ATTACHMENTS:
PWB 17-01 LPG Public Notice (DOCX)
PWB 17-01 LPG Fuel Bid Specs FY17-18 thru FY19-20 (DOC)
PWB 17-01 LPG Contract Tank Locations (XLSX)

CAO RECOMMENDATION

Requested Action Recommended

Dallin Kimble
Dallin Kimble, County Administrative Officer 5/11/2017

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Merlin Jones, District II Supervisor
SECONDER: Kevin Cann, District IV Supervisor
AYES: Smallcombe, Jones, Long, Cann, Menetrey

Res. 17-297

17-032

AGREEMENT FOR THE SUPPLY OF LIQUID PROPANE GAS

THIS AGREEMENT ("Agreement") is made and entered into this 1st day of July, 2017, by and between the County of Mariposa, a political subdivision of the State of California, "County", and J.S. West Propane "Contractor", pursuant to the following terms and conditions.

W I T N E S S E T H:

1. TERM

The term of this Agreement shall commence on July 1, 2017 and terminate on June 30, 2020 unless extended as provided by this Agreement.

2. SERVICES

Contractor shall perform the supply of Liquid Propane Gas as described in Exhibit A, "Scope of Work," which is attached hereto and incorporated herein by reference. Contractor shall provide all staffing and materials necessary to perform the Scope of Work.

3. COMPENSATION

Contractor shall be compensated for services performed in an amount not to exceed amount of the wholesale base price per gallon plus contractor's differential of $0.3100. The Contractor's hourly rates are listed in Exhibit B, "Cost Proposal." The County shall pay Contractor within thirty (30) days of receipt of an approved invoice.

4. INSURANCE

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

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

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

(3) Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $2,000,000 per accident for bodily injury or disease.

B. OTHER INSURANCE PROVISIONS

The insurance policies are to contain, or be endorsed to contain, the following provision:

(1) Additional Insured Status: The County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 forms if a later edition is used).

(2) Primary Coverage: For any claims related to this Agreement, the Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

(3) Notice of Cancellation: Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the County.

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

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

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

(7) Verification of Coverage: Contractor shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting

coverage required by this clause. All certificates and endorsements are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

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

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

5. HOLD HARMLESS/INDEMNIFICATION

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 to act of contractor or its officers, agents, or employees in rendering services under this contract; excluding, however, such liability, claims, losses, damages, or expenses arising from County's sole negligence or willful acts.

6. INDEPENDENT CONTRACTOR

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

7. PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the Public Employees Retirement System (CalPERS) to be eligible for enrollment in CalPERS as an employee of 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.

8. STATE AND FEDERAL TAXES

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

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

9. ASSIGNMENT

It is understood and agreed that this Contract 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 Contract will be permitted only with the express written consent of the County.

10. NOTICE

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

CONTRACTOR:
J. S. West Propane
501 9th St.
Modesto, CA. 85354
209-577-3221

COUNTY:
Public Works
5356 Ben Hur Rd.
Mariposa, CA. 95338
209-966-5356

11. COMPLIANCE

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

12. PUBLIC RECORDS ACT

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

13. ENTIRE AGREEMENT AND MODIFICATION

This Agreement contains the entire agreement of the parties relating to the subject matter of this Agreement and supersedes all prior agreements and representations with respect to the subject matter hereof. This Agreement may only be modified by a written amendment hereto, executed by both parties; however, matters concerning the scope of services which do not affect the agreed price may be modified by mutual written consent of the Contractor and Mike Healy, Public Works Director. If there are exhibits attached hereto, and a conflict exists between the terms of this Agreement and any exhibit, the terms of this Agreement shall control.

14. ENFORCEABILITY AND SEVERABILITY

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

15. TERMINATION AND RIGHTS UPON TERMINATION

A. This Agreement may be terminated upon mutual written consent of the parties, or as a remedy available at law or in equity. In the event of the termination of this Agreement, Contractor shall immediately be paid all fees earned as of the effective date of termination.

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

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

16. NO WAIVER

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

17. DISPUTES

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

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

18. CAPTIONS

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

19. NUMBER AND GENDER

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

20. MANDATORY AND PERMISSIVE

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

21. SUCCESSORS AND ASSIGNS

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

22. COUNTERPARTS

This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

23. OTHER DOCUMENTS

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

24. CONTROLLING LAW

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

25. AUTHORITY

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

26. NEGOTIATED AGREEMENT

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

27. NO RELIANCE ON REPRESENTATIONS

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

28. WARRANTY

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

29. FUNDING AVAILABILITY

It is mutually agreed that if the County budget of the current fiscal year and/or any subsequent fiscal years covered under this Agreement does not appropriate sufficient funds for this Agreement, this Agreement shall be of no further force and effect. In this event, the County shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement. 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, or offer an Agreement amendment to Contractor to reflect the reduced amount.

Funding Source: 001-0128-473-0460

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

COUNTY OF MARIPOSA

Mike Healy, Director

CONTRACTOR

J. S. West Propane

APPROVED AS TO LEGAL FORM:

Steven W. Dahlem
County Counsel

EXHIBIT "A"

COUNTY OF MARIPOSA

BID SPECIFICATIONS
FOR
COUNTY FACILITIES REQUIRING L. P. GAS HEATING FUEL

PWB 17-01

SCOPE:

This bid covers the approximate three (3) year requirements of the County of Mariposa for LIQUIFIED PETROLEUM GAS (LPG). The Notice of Award of Contract is anticipated to be issued June 23, 2017 with the term of the contract extending from July 1, 2017 through June 30, 2020.

PRICE:

Prices shall be quoted as DIFFERENTIALS. Differentials will be truncated to four (4) digits past the decimal (example: $.12345 will be calculated as $.1234).

Prices shall include delivery and dispensing of fuel to destination. Bids quoting other than delivery and dispensing of fuel to a destination will be rejected.

The differential quoted on the Contract Bid Sheet (page 6) shall include all rental or other costs for use of those tanks during the contract period, as well as any costs for tank installation and/or removal.

DIFFERENTIAL AMOUNT SHALL BE FIRM FOR THE CONTRACT PERIOD. IT IS UNDERSTOOD THAT CONTRACTOR'S TOTAL PRICE WILL FLUCTUATE WITH THE POSTED BASE PRICE AS FOLLOWS:

THE TARGA PRICE IN SAN FRANCISCO, CA, AS SHOWN IN THE CURRENT WEEKLY PROPANE NEWSLETTER, PUBLISHED ON THURSDAYS, WITH MONDAYS' UPDATES, SHALL BE ESTABLISHED AS THE BASE PRICE. BIDDER SHALL QUOTE A DIFFERENTIAL THAT SHALL NOT CHANGE DURING THE CONTRACT PERIOD. (PLEASE NOTE INVOICING REQUIREMENT BELOW).

TANKS:

Tank size and number of tanks are attached. All tanks shall meet OSHA permitting requirements. A list of all tank numbers, by location, shall be provided by the contractor to Public Works two (2) months after award of the contract.

Contractor will cooperate fully with previous supplier to arrange change-out of tanks. Contractor will transfer all unused fuel to their replacement tanks. There shall be little or no interruption of service to the County.

SPECIFICATIONS:

The contractor shall furnish Liquified Petroleum Gas (LPG), Commercial Propane, in accordance with the Natural Gas Processors Association (NGPA) LPG. (Specifications and test methods, NGPA Publication 2140 with latest revisions.)

QUANTITY:

Any contract resulting from this bid will expire on June 30, 2020, and any remaining contract balances will thereby be cancelled in its entirety.

The County will not be obligated or required to purchase any of the contractor's surplus inventory resulting from the expiration of this contract.

The County may purchase LPG from other than the contractor in the event of an emergency.

MINIMUM ORDER:

This is a "keep full" contract.

REGULAR DELIVERY REQUIREMENTS:

Contractor agrees to deliver LPG during regular working hours, 8:00 a.m. to 5:00 p.m., Monday through Friday, except County observed holidays.

EMERGENCY DELIVERY REQUIREMENTS:

Emergency deliveries are not anticipated to occur and shall be kept to a minimum by the ordering agencies. Emergency orders may be placed by telephone with the written order presented to the contractor at the time of delivery.

Deliveries requested outside the regular working hours and days shall be considered an emergency. Additional charge for delivery shall be $ Ø (bidder to complete). This charge shall be per quarter hour, "portal to portal", and shall be a non-award factor.

Contractor is required to advise the Department of Public Works, Facilities Division, of any repetitive emergencies occurring at a single site.

STANDING TIME:

The County shall be entitled to standing time for the purpose of dispensing fuel at **no charge**.

ALLOCATIONS:

In the event the contractor's supply of awarded items is reduced for reasons beyond the contractor's control to a level which prevents the supply of the County's requirements in full, the contractor agrees to supply the County no less than a proportionate share delivered to similar accounts, unless federal regulations require otherwise. If such reduction occurs, the County reserves the right to cancel all or part of the contract without prejudice to either party, by giving the contractor thirty (30) days written notification.

ORDERING PROCEDURE:

Although the Liquid Propane Fuel contract is managed by the Mariposa County Public Works Department, all using departments will have the right to contact the vendor, if necessary, for any filling requests outside normal fill-up requirements. All other items will be ordered by the Public Works Department directly from the contractor.

DELIVERY LOCATIONS:

Typically, many of the delivery locations are semi-remote, and access may only be possible over narrow, winding, unpaved roads. These roads may often limit delivery to trucks without trailers and in some instances, smaller-than-normal trucks may be required. During the winter or periods of inclement weather, making deliveries may be especially difficult. BIDDERS NOT FAMILIAR WITH THE PHYSICAL SURROUNDINGS OF ANY LOCATION ARE STRONGLY ADVISED TO PERSONALLY VIEW THOSE LOCATIONS PRIOR TO BIDDING. Lack of familiarity with a delivery location will in no way relieve a contractor from his responsibility to fulfill a contract in full accordance with the terms and conditions of this bid.

DELIVERY EQUIPMENT:

Contractor will be required to make deliveries at the time specified in vehicles suitable for each individual location. These vehicles shall be equipped as required by applicable laws, rules, or regulations with all components such as connectors and hoses of the proper size, length, etc., necessary to successfully complete delivery. All delivery vehicles and/or trailers must have **accurate metering equipment** to enable County personnel to verify quantities delivered.

INVOICING REQUIREMENTS:

The contractor shall render invoices as instructed by the County Public Works Department. Prices shall be itemized showing the BASE PRICE, the DIFFERENTIAL, and the TOTAL PRICE per gallon. State sales and/or use tax shall be added to the invoice. Invoices must reflect the tank number and location.

TEMPERATURE CORRECTION DISALLOWED:

Temperature correction of delivered products WILL NOT be allowed. Invoices and payments shall be for gross quantity (gallons) delivered (metered).

CONTRACTOR'S RESPONSIBILITY:

The contractor shall perform all deliveries to County facilities in a safe and professional manner. Contractor's equipment shall be in good working order and all personnel shall be trained in safety measures to preclude accidents endangering County personnel or property.

Contractor shall have adequate equipment for delivery of goods on proposed contract.

Contractor shall have adequate office and personnel resources for responding to the County's needs, including telephone coverage weekdays during the hours of 8:00 a.m. through 5:00 p.m.

Contractor's equipment shall be compatible with the County's facilities.

INSURANCE

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

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

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

(3) Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $2,000,000 per accident for bodily injury or disease.

(4) Professional Liability (Errors and Omissions) Insurance appropriate to the Contractor's profession, with limit no less than $1,000,000 per occurrence or claim, $2,000,000 aggregate. If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

B. OTHER INSURANCE PROVISIONS

The insurance policies are to contain, or be endorsed to contain, the following provision:

(1) Additional Insured Status: The County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 forms if a later edition is used).

(2) Primary Coverage: For any claims related to this Agreement, the Contractor's insurance overage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

(3) Notice of Cancellation: Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the County.

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

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

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

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

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

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

MODIFICATION OF CONTRACT:

Delivery sites may be changed, deleted, or added as deemed necessary by the Public Works Department, Facilities Division.

Any contract resulting from this bid may be modified in whole or in part upon mutual agreement of both parties. Such modification shall be in writing, signed and dated by authorized representatives of each party.

County Tank Locations

	Facility/Location	Serviced by	Tank Size	Serial #
1	Fleet Maintenance 4639 Ben Hur Rd, Mariposa	Contract	1,154 1,150	121547 B-56122
2	Facilities Maintenance 4639 Ben Hur Rd, Mariposa	Contract	499	B-49705
3	Public Works Dept. Roads 4639 Ben Hur Rd, Mariposa	Contract	575	124178
4	Woodland Park/Hall 3415 Woodland Drive, Mariposa	Contract	250	195984
5	Darrah Park/Schholhouse 5991 Darrah Rd, Mariposa	Contract	250	320107
6	Midpines Park/Hall 6364 Hwy 140, Midpines	Contract	250	7.06E+05
7	Government Center/Library 5100 Bullion St., Mariposa	Contract	1,154	90386
8	Probation Dept. 5091 Bullion St., Mariposa	Contract	1,000	44535
9	Health Department 5085 Bullion St, Mariposa	Contract	325	1105764
10	Mariposa County Park 4998 County Park Way, Mariposa	Contract	287	B-17636
11	History Center 5119 Jessie St., Mariposa	Contract	287	B-38986
12	Catheys Valley Park 2820 Hwy 140, Cahteys Valley	Contract	250	129324
13	Hornitos Park/Hall 2884 Bear Valley Rd., Hornitos	Contract	288	741701 (County owned)

File Flder: Liquid Propane
Filename: PWB 17-01 LPG Tank Locations
Created: 3/25/2014. Modified: 12/19/2014; 5/01/17

County Tank Locations

(Continued)

	Facility/Location	Serviced by	Tank Size	Serial #
14	Coulterville WWTP Mary Harrison Mine Rd, Coulterville	Contract	250	130402 (County owned)
15	Coulterville Community Center 10327 Cemetery St., Coulterville	Contract	150	25022-07
16	Red Cloud Libray 10326 Fisk Rd., Greeley Hill	Contract	500	95E056604
17	Greeley Hill Senior Center 10332 Fisk Rd, Greeley Hill	Contract	500	81704

EXHIBIT "B"

CONTRACT BID SHEET

COUNTY OF MARIPOSA – LPG HEATING FUEL
PWB 17-01

DIFFERENTIAL (from TARGA base price): $ .3100
(Price to include: removal, installation & tank rental)

SALES TAX RATE: ~~0~~

SIGNATURE OF BIDDER WITH BUSINESS ADDRESS
THIS 1ST DAY OF June, 2017.

SIGNATURE: Bette Best Easton

TITLE: Director of Sales & Marketing

BUSINESS NAME: JS West Propane

ADDRESS: Corporate 501 9TH Street Modesto Calif 95354
Local 26026 Outback Industrial Oreals Ca 93645

TELEPHONE NO.: 209-577-3221 ext 233

E-MAIL ADDRESS: bettebest@jswest.com

We would also like to offer all county employees our discount rate of .55 cents over our laid in cost for duration of County contract!

Sincerely,
Bette Best Easton

Client#: 7765 JSWESTMIL

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/26/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Lisa Breakwell
UEP Program 800-489-0105 Palomar Insurance Corporation 1600 RiverEdge Pkwy, Ste 950 Atlanta, GA 30328	PHONE (A/C, No, Ext): 800-489-0105 FAX (A/C, No): E-MAIL ADDRESS: lisab@palomarins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Nationwide Agribusiness Insuran	28223
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED: J.S. West Milling Company, 501 9th St., Modesto, CA 95354

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			CPP118299A	12/01/2016	12/01/2017	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
	X BI/PD Ded:25000						MED EXP (Any one person)	$10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$1,000,000
	POLICY PRO-JECT LOC						GENERAL AGGREGATE	$2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	$2,000,000
								$
A	AUTOMOBILE LIABILITY			CPP118299A	12/01/2016	12/01/2017	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
	X Drive Oth Car / X MCS - 90							$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N/A						E.L. EACH ACCIDENT	$
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

** Supplemental Name **

J.S. West & Co.; J.S. West Milling Company; Allied Tank Lines

re: Propane sales. Evidence of insurance.

CERTIFICATE HOLDER

Oakhurst Mobile Home Estates
39678 Road 425-B
Oakhurst, CA 93644

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

A. Duryea

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AGD10

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-341

MEETING: June 20, 2023

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works and Transportation

RE: Adopt a Resolution Authorizing FY23/24 SB1 Road Maintenance and Rehabilitation Account (RMRA) Funding; and Authorize the Director of Public Works and Transportation to File the Resolution and Project List with the California Transportation Commission

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RECOMMENDATION AND JUSTIFICATION

Adopt a Resolution Authorizing FY23/24 SB1 Road Maintenance and Rehabilitation Account (RMRA) Funding; and Authorize the Director of Public Works and Transportation to File the Resolution and Project List with the California Transportation Commission.

BACKGROUND AND HISTORY OF BOARD ACTIONS

On April 28, 2017, the Governor signed Senate Bill (SB)1, to address basic road maintenance, rehabilitation, and critical safety needs on both the State highway and local streets and roads. SB1 increased the fuel excise tax, diesel fuel sales tax, and vehicle registration fees and provides inflationary adjustments to tax rates for future years. The collected revenue is placed in the State Road Maintenance and Rehabilitation Account (RMRA) for allocation.

State law requires the County to establish eligibility for their funds on an annual basis. The projects identified in the resolution are operational and include: striping, ditching & brushing, patching & repair, gravel road maintenance, and debris removal from our bridges and culverts.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Should the Board choose not to pass this Resolution, the County would not receive roughly $2.2 million in additional Roads funding. The addition of this funding allows the County to maintain its road infrastructure.

FINANCIAL IMPACT

Public Works will receive an estimated $2.2 million of SB1 (RMRA) funding. Funding is included in the proposed Public Works Roads budget.

ATTACHMENTS

1. **2324 FY SB 1 Project List Resolution (Final)**

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District I Supervisor Rosemarie Smallcombe
SECONDER:	District II Supervisor Shannon Poe
AYES:	District II Supervisor Poe, District I Supervisor Smallcombe, District IV Supervisor Forsythe, District V Supervisor Menetrey, District III Supervisor Toso
ABSTAIN:	None

MARIPOSA COUNTY BOARD OF SUPERVISORS
RESOLUTION NO. 2023-

RESOLUTION ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2023-24 FUNDED BY SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017

WHEREAS Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and Signed into law by the Governor in April 2017 to address the significant multi-modal transportation funding shortfalls statewide; and

WHEREAS SB 1 includes accountability and transparency provisions that will ensure the residents of Mariposa County are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year; and

WHEREAS Mariposa County must adopt by resolution a list of projects proposed to receive fiscal year funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1, which must include a description and the location of each proposed project, a proposed schedule for project completion, and the estimated useful life of the improvement; and

WHEREAS Mariposa County, will receive an estimated $2,209,735 in RMRA funding in Fiscal Year 2023-24 from SB 1; and

WHEREAS this is the 7th year in which Mariposa County is receiving SB 1 funding and will enable Mariposa County to continue essential road maintenance and rehabilitation projects, safety improvements, repairing and replacing aging bridges, and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB 1; and

WHEREAS Mariposa County has undergone a robust public process to ensure public input into the community's transportation priorities and

WHEREAS Mariposa County used a Pavement Management System to develop the SB 1 project list to ensure revenues are being used on the most high-priority and cost-effective projects that also meet the communities' priorities for transportation investment; and

WHEREAS the funding from SB 1 will help Mariposa County maintain and rehabilitate 560 centerline miles of streets and roads, 89 bridges, add active transportation infrastructure throughout Mariposa County this year and dozens of similar projects in the future; and

WHEREAS the 2020 California Statewide Local Streets and Roads Needs Assessment found that Mariposa County streets and roads are in an "at-risk" condition and this revenue will help to increase the overall quality of the road system and over the next decade will bring streets and roads into a "good" condition; and

WHEREAS the SB 1 project list and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets infrastructure, and using cutting-edge technology, materials and practices, will have significant positive co-benefits statewide.

NOW, THEREFORE IT IS HEREBY RESOLVED, ORDERED AND FOUND by the Board of Supervisors of Mariposa County, State of California, as follows:

1. The foregoing recitals are true and correct.

2. The following list of newly proposed projects will be funded in-part or solely with Fiscal Year 2023-24 Road Maintenance and Rehabilitation Account revenues:

   Project Title: North and East Area Striping.
   Project Description: Project will include striping of centerlines, edge lines and pavement markings.
   Project Location: Roadways throughout North Area of the County including, but not limited to, the communities of Bear Valley, Hornitos, Coulterville and Greeley Hill. Roadways in the East Area of the county including, but not limited to, the communities of Mariposa, Ponderosa Basin, Midpines and Bootjack.
   Estimated Project Schedule: Start (08/23)– Completion (10/23) based on the component being funded with RMRA funds
   Estimated Project Useful Life: 3-4

   Project Title: East Area Ditching and Brushing.
   Project Description: Project will include roadside maintenance for ditching, brushing, and cutting to remove hazardous trees and low hanging foliage for site distances.
   Project Location: Roadways in the East Area of the county including, but not limited to, the communities of Mariposa, Ponderosa Basin, Lush Meadows, Bootjack and Midpines.
   Estimated Project Schedule: Start (07/23)– Completion (06/24) based on the component being funded with RMRA funds
   Estimated Project Useful Life: 3-4

   Project Title: Countywide Pavement Patching and Repair.
   Project Description: The project will include digouts, patching, chip seal, and shoulder backing.
   Project Location: Roadways throughout the County including, but not limited to, Old Toll Road, Ernst Road, Indian Peak Road, Old Highway Road and Ashworth Road.
   Estimated Project Schedule: Start (07/23)– Completion (06/24) based on the component being funded with RMRA funds
   Estimated Project Useful Life: 1-5

Project Title: Gravel Road Maintenance.
Project Description: Project will include grading, applying crushed aggregate, and re-contouring gravel roads.
Project Location: Roadways throughout the county including, but not limited to, Chowchilla Mountain Road, East Westfall Road, Cuneo Road, and Hunters Valley Road.
Estimated Project Schedule: Start (07/23)– Completion (06/24) based on the component being funded with RMRA funds
Estimated Project Useful Life: 1-5

Project Title: Creek Debris Removal Projects.
Project Description: The project will include environmental permits and removing debris and vegetation from bridges and culverts which may obstruct the passage of stormwater.
Project Location: Crossings throughout the County including, but not limited to, Agua Fria, Mariposa, Chowchilla, Bear and Maxwell Creeks.
Estimated Project Schedule: Start (07/23)– Completion (06/24) based on the component being funded with RMRA funds
Estimated Project Useful Life: 1-5

Project Title: County Roads Offices/Shop Building.
Project Description: The project will be to utilize an existing location to build or purchase a building to house Roads Division offices. This building would include a small workshop to perform maintenance on small engines and chain saws.
Project Location: Mariposa County Public Works Yard located at 4639 Ben Hur Road.
Estimated Project Schedule: Start (07/23)– Completion (06/24) based on the component being funded with RMRA funds
Estimated Project Useful Life: 1-5

PASSED AND ADOPTED by the Board of Supervisors of Mariposa County, State of California this 20th day of June 2023, by the following vote:

AYES:
NOES:
ABSENT:

_____
Miles Menetrey, Chair
Mariposa County Board of Supervisors

ATTEST:

_____
Danielle Bondshu, Clerk of the Board

APPROVED AS TO FORM:

_____
Steven W. Dahlem, County Counsel

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-342

MEETING: June 20, 2023

TO: The Board of Supervisors

FROM: Ryan Oliphant, Chief Probation Officer

RE: Adopt a Resolution Accepting the Edward Byrne Memorial Justice Assistance Grant (JAG) Program, also known as the Drug Enforcement Team, Effective June 1, 2023 through December 31, 2026; and Authorize the Board of Supervisor Chair to Sign the Grant Application and Agreement, including any amendments, modifications or extensions thereof, with the Board Of State and Community Corrections (BSCC) for annual funding based on Federal allocations to the State of California (Subject to approval as to Legal Form by County Counsel)

RECOMMENDATION AND JUSTIFICATION

Adopt a Resolution Accepting the Edward Byrne Memorial Justice Assistance Grant (JAG) Program, also known as the Drug Enforcement Team, Effective June 1, 2023 through December 31, 2026; and Authorize the Board of Supervisor Chair to Sign the Grant Application and Agreement, including any amendments, modifications or extensions thereof, with the Board Of State and Community Corrections (BSCC) for annual funding based on Federal allocations to the State of California (Subject to approval as to Legal Form by County Counsel).

Mariposa County Probation Department re-submitted an application to BSCC on December 2, 2022, to continue JAG funding for the existing Drug Enforcement Team program. This funding supports the salaries and benefits of four county positions assigned to grant activities. On April 13, 2023, BSCC approved the grant application submitted by the Probation Department.

A budget action increasing revenue and appropriations will be brought back to the Board for approval. Disbursement of grant funds will occur on a reimbursement basis for costs incurred during each quarterly reporting period over the next three years.

The grant application has been approved for funding by BSCC in an amount not to exceed $654,615 for the term of the agreement beginning June 1, 2023, and ending December 31, 2026. Program funding is contingent on Federal allocations to the State in years two and three.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Edward Byrne Memorial Justice Assistance Grant (JAG) Program was created as part of the Consolidated Appropriations Act of 2005. Mariposa County has been receiving these funds annually to support the Drug Enforcement Team, formerly known as the Drug Task Force.

2019-614 Resolution approving above mentioned grant program for years 2019-2022

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If this request is not granted, the County will not be able to accept the grant award from the Board of State and Community Corrections and the Drug Enforcement Team program will not be funded.

FINANCIAL IMPACT

No financial impact to the general fund. Funds are being budgeted in fiscal year 2023-2024.

ATTACHMENTS

1. **2023 JAG Grant Agreement - Mariposa County 1207-23**
2. **JAG Resolution 2023**

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District I Supervisor Rosemarie Smallcombe
SECONDER:	District II Supervisor Shannon Poe
AYES:	District II Supervisor Poe, District I Supervisor Smallcombe, District IV Supervisor Forsythe, District V Supervisor Menetrey, District III Supervisor Toso
ABSTAIN:	None

STATE OF CALIFORNIA DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT
STD 213 (Rev 03/2019)

SCO ID: 5227-BSCC120723

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
BSCC 1207-23	

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

CONTRACTING AGENCY NAME
BOARD OF STATE AND COMMUNITY CORRECTIONS

CONTRACTOR NAME
MARIPOSA COUNTY

2. The term of this Agreement is:

START DATE
JUNE 1, 2023

THROUGH END DATE
DECEMBER 31, 2026

3. The maximum amount of this Agreement is:

$654,615.00

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

EXHIBITS	TITLE	PAGES
Exhibit A	Scope of Work	4
Exhibit B	Budget Detail and Payment Provisions	4
Exhibit C	GIA 610: General Terms and Conditions (Interagency Agreements)	1
Exhibit D	Special Terms and Conditions	4
Exhibit E	2020, 2021, and 2022 JAG Federal Award Conditions	59
Attachment 1	2022 JAG Request for Proposals	
Attachment 2	2022 JAG Application for Funding	29
Appendix A	JAG Executive Steering Committee	1

**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: www.bscc.ca.gov*

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.)
MARIPOSA COUNTY

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
5091 Bullion Street	Mariposa	CA	95338

PRINTED NAME OF PERSON SIGNING	TITLE
Miles Menetrey	Board of Supervisors, Chair

CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED
✍	

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
BOARD OF STATE AND COMMUNITY CORRECTIONS

CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
2590 Venture Oaks Way, Suite 200	Sacramento	CA	95833

PRINTED NAME OF PERSON SIGNING	TITLE
Colleen Curtin	Deputy Director

CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED
✍	

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL: EXEMPT PER SCM, VOLUME 1, CH. 4.06

EXHIBIT A: SCOPE OF WORK

1. GRANT AGREEMENT

This Grant Agreement is between the State of California, Board of State and Community Corrections (hereafter referred to as BSCC) and Mariposa County (hereafter referred to as the Grantee or Contractor).

2. PROJECT SUMMARY AND ADMINISTRATION

The Edward Byrne Memorial Justice Assistance Grant (JAG) Program allows states and units of local government, including tribes, to support a broad range of activities to prevent and control crime based on their own state and local needs and conditions. Grant funds can be used for state and local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, and information systems for criminal justice, including for any one or more of the following program areas: 1) law enforcement programs; 2) prosecution and court programs; 3) prevention and education programs; 5) drug treatment and enforcement programs; and 8) mental health programs and related law enforcement and corrections programs.

This JAG award will be used to support criminal justice initiatives that fall under one or more of the allowable program areas above. Funded programs or initiatives may include multijurisdictional drug and gang task forces, crime prevention and domestic violence programs, courts, corrections, treatment, justice information sharing initiatives, or other programs aimed at reducing crime and/or enhancing public/officer safety.

Grantee agrees to administer the project in accordance with Attachment 1: 2022 JAG Request for Proposals (by reference) and Attachment 2: 2022 JAG Application for Funding, which is attached and hereto and made part of this agreement.

3. PROJECT OFFICIALS

A. The BSCC's Executive Director or designee shall be the BSCC's representative for administration of the Grant Agreement and shall have authority to make determinations relating to any controversies that may arise under or regarding the interpretation, performance, or payment for work performed under this Grant Agreement.

B. The Grantee's project officials shall be those identified as follows:

Authorized Officer with legal authority to sign:

Name: Miles Menetrey
Title: Board of Supervisors, Chair
Address: 5091 Bullion Street, Mariposa, CA 95338
Phone: (209) 966-3222

Designated Financial Officer authorized to receive warrants:

Name: Carla Shelton
Title: Administrative Assistant, Mariposa County Probation Department
Address: 5091 Bullion Street, Mariposa, CA 95338
Phone: (209) 742-1285
Email: cshelton@mariposacounty.org

EXHIBIT A: SCOPE OF WORK

Project Director authorized to administer the project:

Name: Monique Beaudoin
Title: Supervising Probation Officer
Address: 5091 Bullion Street, Mariposa, CA 95338
Phone: (209) 742-1283
Email: mbeaudoin@mariposacounty.org

C. Either party may change its project representatives upon written notice to the other party.

D. By signing this Grant Agreement, the Authorized Officer listed above warrants that he or she has full legal authority to bind the entity for which he or she signs.

4. DATA COLLECTION

Grantees will be required to comply with all data collection and reporting requirements as described in Attachment 1: 2022 JAG Request for Proposals (by reference) and Attachment 2: 2022 JAG Application for Funding

5. REPORTING REQUIREMENTS

A. Grantee will submit quarterly progress reports, including results for the federal performance indicators, in a format prescribed by the BSCC. These reports, which will describe progress made on program objectives and include required data, shall be submitted according to the following schedule:

Quarterly Progress Report Periods	Due no later than:
1. June 1, 2023 to June 30, 2023	July 15, 2023
2. July 1, 2023 to September 30, 2023	October 15, 2023
3. October 1, 2023 to December 31, 2023	January 15, 2024
4. January 1, 2024 to March 31, 2024	April 15, 2024
5. April 1, 2024 to June 30, 2024	July 15, 2024
6. July 1, 2024 to September 30, 2024	October 15, 2024
7. October 1, 2024 to December 31, 2024	January 15, 2025
8. January 1, 2025 to March 31, 2025	April 15, 2025
9. April 1, 2025 to June 30, 2025	July 15, 2025
10. July 1, 2025 to September 30, 2025	October 15, 2025
11. October 1, 2025 to December 31, 2025	January 15, 2026
12. January 1, 2026 to March 31, 2026	April 15, 2026
13. April 1, 2026 to June 30, 2026	July 15, 2026

B. The Local Evaluation Plan — July 31, 2023

C. The Local Evaluation Report — December 31, 2026

D. The grantee shall submit all other reports and data as required by the BSCC

6. PROJECT RECORDS

A. The Grantee shall establish an official file for the project. The file shall contain adequate documentation of all actions taken with respect to the project, including copies of this Grant Agreement, approved program/budget modifications, financial records and required reports.

EXHIBIT A: SCOPE OF WORK

B. The Grantee shall establish separate accounting records and maintain documents and other evidence sufficient to properly reflect the amount, receipt, and disposition of all project funds, including grant funds and any matching funds by the Grantee and the total cost of the project. Source documentation includes copies of all awards, applications, approved modifications, financial records and narrative reports.

C. Personnel and payroll records shall include the time and attendance reports for all individuals reimbursed under the grant, whether they are employed full-time or part-time. Time and effort reports are also required for all subcontractors and consultants.

D. The grantee shall maintain documentation of donated goods and/or services, including the basis for valuation.

E. Grantee agrees to protect records adequately from fire or other damage. When records are stored away from the Grantee's principal office, a written index of the location of records stored must be on hand and ready access must be assured.

F. All Grantee records relevant to the project must be preserved a minimum of three (3) years after closeout of the grant project and shall be subject at all reasonable times to inspection, examination, monitoring, copying, excerpting, transcribing, and auditing by the BSCC or designees. 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 must be retained until the 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.

7. AUDIT

Grantee is required to complete an audit annually for each fiscal year/audit period, or fraction thereof, for the entire three-year grant cycle. Grantees may choose either a program-specific audit or a single federal audit. Federal guidelines allow grantees receiving $750,000 or more in federal funds in a fiscal year to use their federal justice assistance grant funds to pay for the cost of the audit. Grantees falling below the $750,000 threshold must use non-federal funds (i.e., match funds) to pay for audit costs. For purposes of this grant award grantee is required to check one of the boxes below to indicate how they will meet the audit requirement.

☐ In conformance with Federal Office of Management and Budget (OMB) CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and the California State Controller's Accounting Standards and Procedures, Chapter 23, Grant Accounting Index, the identified grant will be included in the City/County Single Federal Audit Report, which will be submitted to the BSCC within 30 days of the Grantee's receipt of the report or within nine months following the end of the audit period, whichever is earlier.

OR

☐ In conformance with Federal Office of Management and Budget (OMB) CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and the California State Controller's Accounting Standards and Procedures Chapter 23, Grant Accounting Index, the grantee will provide a Program-Specific Final Audit Report to the BSCC within 30 days of the Grantee's receipt of the report or within nine months following the end of the audit period, whichever is earlier.

OR

☐ In conformance with Federal Office of Management and Budget (OMB) CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, the

EXHIBIT A: SCOPE OF WORK

non-governmental entity grantee does not expend $750,000 or more in total federal awards during the fiscal year and is therefore, exempt from Federal audit requirements for this grant contract period. However, the entity understands that it must keep and maintain the grant records and make them available for review or audit by appropriate officials of the Federal agency, pass-through agency (i.e., the Board of State and Community Corrections) and Governmental Accountability Office.

8. UNIQUE ENTITY IDENTIFIER (UEI)

The Contractor/grantee (entity entering into contract with the BSCC) must maintain active registration of their Unique Entity Identifier (UEI) number, used for this Grant Agreement, throughout the term of the contract. An active UEI number is also required to remain in compliance with the Federal Funding Accountability and Transparency Act (FFATA), a reporting tool Federal prime awardees (i.e. prime contractors and prime grants recipients) use to capture and report subaward and executive compensation.

EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS

1. INVOICING AND PAYMENTS

A. The Grantee shall be paid in quarterly in arrears by submitting an invoice (Form 201) to the BSCC that outlines actual expenditures claimed for the invoicing period.

Quarterly Invoicing Periods:	**Due no later than:**
1. June 1, 2023 to June 30, 2023	August 15, 2023
2. July 1, 2023 to September 30, 2023	November 15, 2023
3. October 1, 2023 to December 31, 2023	February 15, 2024
4. January 1, 2024 to March 31, 2024	May 15, 2024
5. April 1, 2024 to June 30, 2024	August 15, 2024
6. July 1, 2024 to September 30, 2024	November 15, 2024
7. October 1, 2024 to December 31, 2024	February 15, 2025
8. January 1, 2025 to March 31, 2025	May 15, 2025
9. April 1, 2025 to June 30, 2025	August 15, 2025
10. July 1, 2025 to September 30, 2025	November 15, 2025
11. October 1, 2025 to December 31, 2025	February 15, 2026
13. January 1, 2026 to March 31, 2026	May 15, 2026
14. April 1, 2026 to June 30, 2026	August 15, 2026
15. July 1, 2026 to September 30, 2026*	October 15, 2026
15. October 1, 2026 to December 31, 2026*	January 31, 2027

**Note: Only expenditures associated with completion of the Final Local Evaluation Report may be included on this last invoice.*

B. All project expenditures (excluding costs associated with the completion of the Final Local Evaluation Report) must be incurred by the end of the grant project period, June 30, 2026, and included on the invoice due August 15, 2026. Project expenditures incurred after June 30, 2026 will not be reimbursed.

C. The Final Local Evaluation Report is due to BSCC by December 31, 2026. Expenditures incurred solely for the completion of the Final Local Evaluation Report will be reimbursed for the close-out period of July 1, 2026 through December 31, 2026 and must be submitted on the last invoice, due January 31, 2027. All fiscal supporting documentation for the Final Local Evaluation Report expenditures must be submitted to the BSCC with this final invoice

D. The Grantee shall submit an invoice to the BSCC each invoicing period, even if grant funds are not expended or requested during the invoicing period.

E. Supporting documentation must be submitted for expenditures upon BSCC's request. All supporting documentation must be maintained by the grantee on site and be readily available for review during BSCC site visits.

2. GRANT AMOUNT AND LIMITATION

A. In no event shall the BSCC be obligated to pay any amount in excess of the grant award. Grantee waives any and all claims against the BSCC, the Federal Government, and the State of California on account of project costs that may exceed the sum of the grant award.

B. Under no circumstance will a budget item change be authorized that would cause the project to exceed the amount of the grant award identified in this Grant Agreement.

EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS

3. BUDGET CONTINGENCY CLAUSE

A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent year covered under this Grant Agreement does not appropriate funds for the purposes of this program, this Grant Agreement shall be of no further force and effect. In this event, the BSCC shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to perform any provisions of this Grant Agreement.

B. This Grant Agreement is valid and enforceable only if sufficient funds are made available by the United States Department of Justice, Office of Justice Programs. Grantee agrees that the BSCC's obligation to pay any sum to the Grantee under any provision of this agreement is contingent upon the availability of sufficient funds.

C. If JAG funding is reduced or falls below estimates contained within the JAG Request for Proposals, the BSCC shall have the option to either cancel this Grant Agreement with no liability occurring to the BSCC or offer an amendment to this agreement to the Grantee to reflect a reduced amount.

D. If BSCC cancels the agreement pursuant to Paragraph 3(B) or Grantee does not agree to an amendment in accordance with the option provided by Paragraph 3(B), it is mutually agreed that the Grant Agreement shall have no further force and effect. In this event, the BSCC shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to perform any provisions of this Grant Agreement except that Grantee shall be required to maintain all project records required by Paragraph 6 of Exhibit A for a period of three (3) years following the termination of this agreement.

4. PROJECT COSTS

Grantee is responsible for ensuring that actual expenditures are for eligible project costs. "Eligible and "ineligible" project costs are set forth in the July 2020 BSCC Grant Administration Guide, which can be found under Grantee Resources, here:

https://www.bscc.ca.gov/s_correctionsplanningandprograms/

A. The provisions of the BSCC Grant Administration Guide are incorporated by reference into this agreement and Grantee shall be responsible for adhering to the requirements set forth therein. To the extent any of the provisions of the BSCC Grant Administration Guide and this agreement conflict, the language in this agreement shall prevail.

B. Grantee is responsible for ensuring that invoices submitted to the BSCC claim actual expenditures for eligible project costs.

C. Grantee shall, upon demand, remit to the BSCC any grant funds not expended for eligible project costs or an amount equal to any grant funds expended by the Grantee in violation of the terms, provisions, conditions, or commitments of this Grant Agreement.

D. Grant funds must be used to support new program activities or to augment existing funds that expand current program activities. Grant funds shall not replace (supplant) any federal, state and/or local funds that have been appropriated for the same purpose. Violations can result in recoupment of monies provided under this grantor suspension of future program funding through BSCC grants.

EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS

5. PROMPT PAYMENT CLAUSE

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

6. WITHHOLDING OF GRANT DISBURSEMENTS

A. The BSCC may withhold all or any portion of the grant funds provided by this Grant Agreement in the event the Grantee has materially and substantially breached the terms and conditions of this Grant Agreement.

B. At such time as the balance of state funds allocated to the Grantee reaches five percent (5%), the BSCC may withhold that amount as security, to be released to the Grantee upon compliance with all grant provisions, including:

   1) submittal and approval of the final invoice;
   2) submittal and approval of the final progress report; and
   3) submittal and approval of any additional required reports.

C. The BSCC will not reimburse Grantee for costs identified as ineligible for grant funding. If grant funds have been provided for costs subsequently deemed ineligible, the BSCC may either withhold an equal amount from future payments to the Grantee or require repayment of an equal amount to the State by the Grantee.

D. In the event that grant funds are withheld from the Grantee, the BSCC's Executive Director or designee shall notify the Grantee of the reasons for withholding and advise the Grantee of the time within which the Grantee may remedy the failure or violation leading to the withholding.

7. PROJECT BUDGET

Expending of grant funds is limited to: Year 1: no more than the amount requested for Year 1; Year 2: no more than the amount requested for Year 2 plus any carry over of unspent funds from Year 1 (use of carry over funds requires BSCC pre-approval); and Year 3: no more than the amount requested for Year 3 plus any pre-approved unspent carry over funds from Years 1 and 2.

EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS

Project Budget

Line Item	Grant Funds
1. Salaries and Benefits	**$588,633**
2. Services and Supplies	**$0**
3. Professional Services	**$0**
4. Non-Governmental Based (NGO) Contracts	**$0**
5. Fixed Assets/Equipment	**$0**
6. Date Collection, Reporting and Evaluation *Must be at least 5 percent of the total grant award*	**$36,000**
7. Other *(including training, travel, etc.)*	**$29,982**
8. Indirect Costs	**$0**
TOTAL	**$654,615**

EXHIBIT C: GIA 610: GENERAL TERMS AND CONDITIONS (INTERAGENCY AGREEMENTS)

1. **APPROVAL:** This Agreement is not valid until signed by both parties and approved by the Department of General Services, if required.
2. **AMENDMENT:** No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. **AUDIT:** The agency performing work under this Agreement agrees that the awarding department, the Department of General Services, the California State Auditor, of their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement if it exceeds $10,000. The agency performing work agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of record retention is stipulated.
4. **PAYMENT:** Costs for this Agreement shall be computed in accordance with State and Administrative Manual Section 8752 and 8752.1.
5. **SUBCONTRACTING:** All subcontracting must comply with the requirements of the State Contracting Manual, Section 3.06.
6. **ADVANCED PAYMENT:** The parties to this interagency agreement may agree to the advancing of funds as provided in Government Code Sections 11257 through 11263.
7. **DISPUTES:** The agency performing work under this Agreement shall continue with the responsibilities under this Agreement during any dispute.
8. **TIMELINESS:** Time is of the essence in this Agreement.
9. **NON-PAYMENT OF INVOICES – FUND TRANSACTION REQUEST:** In accordance with Government Code Section 11255, the parties agree that when an invoice is not paid by the requested due date to the Contractor (agency providing the service) and the invoice is not disputed by the contracting Department (agency receiving the service), Contractor may send the contracting Department a 30-day notice that it intends to initiate a transfer of funds through a Transaction Request sent to the State Controller's Office. To facilitate a Transaction Request should one be needed, the contracting Department shall no later than 10 business days following execution of this agreement provide data to the Contractor for the appropriation to be charged including: fund number, organization code, fiscal year, reference, category, or program, and, if applicable, element, component, and task.

EXHIBIT D: SPECIAL TERMS AND CONDITIONS

1. GRANTEE'S GENERAL RESPONSIBILITY

A. Grantee agrees to comply with all terms and conditions of this Grant Agreement. Review and approval by the BSCC are solely for the purpose of proper administration of grant funds and shall not be deemed to relieve or restrict the Grantee's responsibility.

B. Grantee is responsible for the performance of all project activities identified in Attachment 1: 2022 JAG Request for Proposals, and Attachment 2: 2022 JAG Application for Funding.

C. Grantee shall immediately advise the BSCC of any significant problems or changes that arise during the course of the project.

2. GRANTEE ASSURANCES AND COMMITMENTS

A. Compliance with Laws and Regulations

This Grant Agreement is governed by and shall be interpreted in accordance with the laws of the State of California. Grantee shall at all times comply with all applicable State laws, rules and regulations, and all applicable local ordinances.

B. Compliance with Federal Laws and Regulations

The Grantee hereby assures and certifies compliance with all federal statutes, regulations, policies, guidelines and requirements, including any federal conditions, which are included in this Grant Agreement as Exhibit E.

C. Fulfillment of Assurances and Declarations

Grantee shall fulfill all assurances, declarations, representations, and statements made by the Grantee in Attachment 1: 2022 JAG Request for Proposals, and Attachment 2: 2022 JAG Application for Funding, documents, amendments, approved modifications, and communications filed in support of its request for grant funds.

D. Permits and Licenses

Grantee agrees to procure all permits and licenses necessary to complete the project, pay all charges and fees, and give all notices necessary or incidental to the due and lawful proceeding of the project work.

3. POTENTIAL SUBCONTRACTORS

A. In accordance with the provisions of this Grant Agreement, the Grantee may subcontract for services needed to implement and/or support program activities. Grantee agrees that in the event of any inconsistency between this Grant Agreement and Grantee's agreement with a subcontractor, the language of this Grant Agreement will prevail.

B. Nothing contained in this Grant Agreement or otherwise, shall create any contractual relation between the BSCC and any subcontractors, and no subcontract shall relieve the Grantee of his responsibilities and obligations hereunder. The Grantee agrees to be as fully responsible to the BSCC for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Grantee. The Grantee's obligation to pay its subcontractors is an independent obligation from the BSCC's obligation to make payments to the Grantee. As a result, the BSCC shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

C. Grantee shall ensure that all subcontractors comply with the eligibility requirements stated in the JAG RFP and described in Appendix B.

EXHIBIT D: SPECIAL TERMS AND CONDITIONS

D. Grantee assures that for any subcontract awarded by the Grantee, such insurance and fidelity bonds, as is customary and appropriate, will be obtained.

E. Grantee agrees to place appropriate language in all subcontracts for work on the project requiring the Grantee's subcontractors to:

1) Books and Records

Maintain adequate fiscal and project books, records, documents, and other evidence pertinent to the subcontractor's work on the project in accordance with generally accepted accounting principles. Adequate supporting documentation shall be maintained in such detail so as to permit tracing transactions from the invoices, to the accounting records, to the supporting documentation. These records shall be maintained for a minimum of three (3) years after the acceptance of the final grant project audit under the Grant Agreement and shall be subject to examination and/or audit by the BSCC or designees, state government auditors or designees, or by federal government auditors or designees.

2) Access to Books and Records

Make such books, records, supporting documentations, and other evidence available to the BSCC or designee, the State Controller's Office, the Department of General Services, the Department of Finance, California State Auditor, and their designated representatives during the course of the project and for a minimum of three (3) years after acceptance of the final grant project audit. The Subcontractor shall provide suitable facilities for access, monitoring, inspection, and copying of books and records related to the grant-funded project.

4. PROJECT ACCESS

Grantee shall ensure that the BSCC, or any authorized representative, will have suitable access to project activities, sites, staff and documents at all reasonable times during the grant period including those maintained by subcontractors. Access to program records will be made available by both the grantee and the subcontractors for a period of three (3) years following the end of the grant period.

5. ACCOUNTING AND AUDIT REQUIREMENTS

A. All funds received by the Grantee shall be deposited into separate fund accounts which identify the funds and clearly show the manner of their disposition. Grantee agrees that accounting procedures for grant funds received pursuant to this Grant Agreement shall be in accordance with generally accepted government accounting principles and practices, and adequate supporting documentation shall be maintained in such detail as to provide an audit trail. Supporting documentation shall permit the tracing of transactions from such documents to relevant accounting records, financial reports and invoices.

B. Federal Audit Requirement: Grantee is required to complete an audit annually for each fiscal year/audit period, or fraction thereof, for the entire three-year grant cycle. See Exhibit A: Scope of Work, Section 8. Audit, for federal audit requirements.

C. The BSCC reserves the right to call for a program or financial audit at any time between the execution of this Grant Agreement and three years following the end of the grant period. At any time, the BSCC may disallow all or part of the cost of the activity or action determined to not be in compliance with the terms and conditions of this Grant Agreement or take other remedies legally available.

EXHIBIT D: SPECIAL TERMS AND CONDITIONS

6. DEBARMENT, FRAUD, THEFT OR EMBEZZLEMENT

It is the policy of the BSCC to protect grant funds from unreasonable risks of fraudulent, criminal, or other improper use. As such, the Board will not enter into contracts or provide reimbursement to grantees that have been:

1. debarred by any federal, state, or local government entities during the period of debarment; or
2. convicted of fraud, theft, or embezzlement of federal, state, or local government grant funds for a period of three years following conviction.

Furthermore, the BSCC requires grant recipients to provide an assurance that there has been no applicable debarment, disqualification, suspension, or removal from a federal, state or local grant program on the part of the grantee at the time of application and that the grantee will immediately notify the BSCC should such debarment or conviction occur during the term of the Grant contract.

BSCC also requires that all grant recipients include, as a condition of award to a subgrantee or subcontractor, a requirement that the subgrantee or subcontractor will provide the same assurances to the grant recipient. If a grant recipient wishes to consider a subgrantee or subcontractor that has been debarred or convicted, the grant recipient must submit a written request for exception to the BSCC along with supporting documentation.

All Grantees must have on file with the BSCC a completed and signed Certification of Compliance with BSCC Policies on Debarment, Fraud, Theft and Embezzlement (Required as Attachment E of the original Proposal Package).

7. MODIFICATIONS

No change or modification in the project will be permitted without prior written approval from the BSCC. Changes may include modification to project scope, changes to performance measures, compliance with collection of data elements, and other significant changes in the budget or program components contained in Attachment 1: 2022 JAG Request for Proposals, and Attachment 2: 2022 JAG Application for Funding.

8. TERMINATION

A. This Grant Agreement may be terminated by the BSCC at any time after grant award and prior to completion of project upon action or inaction by the Grantee that constitutes a material and substantial breech of this Grant Agreement. Such action or inaction includes but is not limited to:

   1) substantial alteration of the scope of the grant project without prior written approval of the BSCC;

   2) refusal or inability to complete the grant project in a manner consistent with Attachment 1: 2022 JAG Request for Proposals, and Attachment 2: 2022 JAG Application for Funding

   3) failure to provide the required local match share of the total project costs; and

   4) failure to meet prescribed assurances, commitments, recording, accounting, auditing, and reporting requirements of the Grant Agreement.

B. Prior to terminating the Grant Agreement under this provision, the BSCC shall provide the Grantee at least 30 calendar days written notice stating the reasons for termination and effective date thereof. The Grantee may appeal the termination decision in accordance with the

EXHIBIT D: SPECIAL TERMS AND CONDITIONS

instructions listed in Exhibit D: Special Terms and Conditions, Number 8. Settlement of Disputes.

9. SETTLEMENT OF DISPUTES

A. The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, the Grantee shall submit to the BSCC Corrections Planning and Grant Programs Division Deputy Director a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to, or involving this Grant Agreement. Grantee's written demand shall be fully supported by factual information. The BSCC Corrections Planning and Grant Programs Division Deputy Director shall have 30 days after receipt of Grantee's written demand invoking this Section "Disputes" to render a written decision. If a written decision is not rendered within 30 days after receipt of the Grantee's demand, it shall be deemed a decision adverse to the Grantee's contention. If the Grantee is not satisfied with the decision of the BSCC Corrections Planning and Grant Programs Division Deputy Director, the Grantee may appeal the decision, in writing, within 15 days of its issuance (or the expiration of the 30-day period in the event no decision is rendered), to the BSCC Executive Director, who shall have 45 days to render a final decision. If the Grantee does not appeal the decision of the BSCC Corrections Planning and Grant Programs Division Deputy Director, the decision shall be conclusive and binding regarding the dispute and the Contractor shall be barred from commencing an action in court, or with the Victims Compensation Government Claims Board, for failure to exhaust Grantee's administrative remedies.

B. Pending the final resolution of any dispute arising under, related to or involving this Grant Agreement, Grantee agrees to diligently proceed with the performance of this Grant Agreement, including the providing of services in accordance with the Grant Agreement. Grantee's failure to diligently proceed in accordance with the State's instructions regarding this Grant Agreement shall be considered a material breach of this Grant Agreement.

C. Any final decision of the State shall be expressly identified as such, shall be in writing, and shall be signed by the Executive Director, if an appeal was made. If the Executive Director fails to render a final decision within 45 days after receipt of the Grantee's appeal for a final decision, it shall be deemed a final decision adverse to the Grantee's contentions. The State's final decision shall be conclusive and binding regarding the dispute unless the Grantee commences an action in a court of competent jurisdiction to contest such decision within 90 days following the date of the final decision or one (1) year following the accrual of the cause of action, whichever is later.

D. The dates of decision and appeal in this section may be modified by mutual consent, as applicable, excepting the time to commence an action in a court of competent jurisdiction.

10. WAIVER

The parties hereto may waive any of their rights under this Grant Agreement unless such waiver is contrary to law, provided that any such waiver shall be in writing and signed by the party making such waiver.

2020 JAG Federal Award Conditions

The Grantee hereby assures and certifies compliance with all federal statutes, regulations, policies, guidelines and requirements, including the following:

1. Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqts.htm), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period – may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or unenforceable, such provision shall be deemed severable from this award.

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 DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2020 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2020 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2020 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at https://ojp.gov/funding/Part200UniformRequirements.htm. Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

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

3. Compliance with DOJ Grants Financial Guide

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

4. Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

5. Required training for Point of Contact and all Financial Points of Contact

Both the Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award must have successfully completed an "OJP financial management and grant administration training" by

120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2018, will satisfy this condition.

In the event that either the POC or an FPOC for this award changes during the period of performance, the new POC or FPOC must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after -- (1) the date of OJP's approval of the "Change Grantee Contact" GAN (in the case of a new POC), or (2) the date the POC enters information on the new FPOC in GMS (in the case of a new FPOC). Successful completion of such a training on or after January 1, 2018, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at https://www.ojp.gov/training/fmts.htm. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

6. Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

7. Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

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

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at https://www.sam.gov/. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.
The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

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

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

9. Employment eligibility verification for hiring under the award[1]

1. The recipient (and any subrecipient at any tier) must—

A. 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 award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both—

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) and (2) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

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

3. Allowable costs

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

[1] Please note: this award condition is subject to a stipulated agreement between the State of California and DOJ in *California v. Barr,* No. 3:19-cv-6189-WHO, ECF No. 41 (N.D. Cal. June 3, 2020)

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any 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 award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or 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 award funds.

C. "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.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

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/) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email EVerify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

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

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

11. All subawards ("subgrants") must have specific federal authorization

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

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

12. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed $250,000

The recipient, and any subrecipient ("subgrantee") at any tier, 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 (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed $250,000)), and are incorporated by reference here.

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

SCOPE. This condition applies with respect to any procurement of property or services that is funded (in whole or in part) by this award, whether by the recipient or by any subrecipient at any tier, and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).

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

Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 (requiring awards to be "manage[d] and administer[ed] in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with U.S. statutory and public policy requirements") and 200.319(a) (generally requiring "[a]ll procurement transactions [to] be conducted in a manner providing full and open competition" and forbidding practices "restrictive of competition," such as "[p]lacing unreasonable requirements on firms in order for them to qualify to do business" and taking "[a]ny arbitrary action in the procurement process") – no recipient (or subrecipient, at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.

2. Monitoring

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

3. Allowable costs

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

4. Rules of construction

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

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

14. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, 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 recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

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

15. Determination of suitability to interact with participating minors

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

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

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

16. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

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

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

17. Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

18. OJP Training Guiding Principles

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

19. Effect of failure to address audit issues

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

20. Potential imposition of additional requirements

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

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

The recipient, and any subrecipient ("subgrantee") at any tier, 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.

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

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

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

The recipient, and any subrecipient ("subgrantee") at any tier, 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 recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at https://www.ecfr.gov/cgi-bin/ECFR?page=browse), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

24. Restrictions on "lobbying"

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

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them)

with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

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

25. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2020) The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions that may be set out in applicable appropriations acts are indicated at https://ojp.gov/funding/Explore/FY20AppropriationsRestrictions.htm, and are incorporated by reference here. Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

26. Reporting potential fraud, waste, and abuse, and similar misconduct

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

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at https://oig.justice.gov/hotline/contact-grants.htm (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

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

27. Restrictions and certifications regarding non-disclosure agreements and related matters

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

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information),

Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient—

a. represents that it neither requires nor 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. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both—

a. it represents that—

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

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

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

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

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

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

29. 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), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

30. Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

[Intentionally Omitted: award conditions 31 through 41, as originally set out in the award document, per OJP Notices No. 41, No. 42, No. 43, and No. 47.]

42. Cooperating with OJP Monitoring

The recipient agrees to cooperate with OJP monitoring of this award pursuant to OJP's guidelines, protocols, and procedures, and to cooperate with OJP (including the grant manager for this award and the Office of Chief Financial Officer (OCFO)) requests related to such monitoring, including requests related to desk reviews and/or site visits. The recipient agrees to provide to OJP all documentation necessary for OJP to complete its monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by OJP for providing the requested documents. Failure to cooperate with OJP's monitoring activities may result in actions that affect the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to award funds; referral to the DOJ OIG for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

43. FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of $25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at https://ojp.gov/funding/Explore/FFATA.htm (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than $25,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

44. Required monitoring of subawards

The recipient must monitor subawards under this award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this award in any subaward. Among other things, the recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

45. Use of program income

Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.

46. Justice Information Sharing

Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https:/ / it.ojp.gov/ gsp_grantcondition. The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

47. Avoidance of duplication of networks

To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the recipient can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

48. Compliance with 28 C.F.R. Part 23

With respect to any information technology system funded or supported by funds under this award, the recipient (and any subrecipient at any tier) must comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 34 U.S.C. 10231(c)-(d). The recipient may not satisfy such a fine with federal funds.

49. Protection of human research subjects

The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

50. Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

51. Verification and updating of recipient contact information

The recipient must verify its Point of Contact(POC), Financial Point of Contact (FPOC), and Authorized Representative contact information in GMS, including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Notice (GAN) must be submitted via the Grants Management System (GMS) to document changes.

52. Law enforcement task forces - required training

Within 120 days of award acceptance, each current member of a law enforcement task force funded with award funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, must complete required online (internet-based) task force training. Additionally, all future task force members must complete this training once during the period of performance for this award, or once every four years if multiple OJP awards include this requirement.

The required training is available free of charge online through the BJA-funded Center for Task Force Integrity and Leadership (www.ctfli.org). The training addresses task force effectiveness, as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. If award funds are used to support a task force, the recipient must compile and maintain a task force personnel roster, along with course completion certificates.

Additional information regarding the training is available through BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).

53. Justification of consultant rate

Approval of this award does not indicate approval of any consultant rate in excess of $650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.

54. Submission of eligible records relevant to the National Instant Background Check System

Consonant with federal statutes that pertain to firearms and background checks -- including 18 U.S.C. 922 and 34 U.S.C. ch. 409 -- if the recipient (or any subrecipient at any tier) uses this award to fund (in whole or in part) a specific project or program (such as a law enforcement, prosecution, or court program) that results in any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the National Instant Background Check System (NICS), or that has as one of its purposes the establishment or improvement of records systems that contain any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS, the recipient (or subrecipient, if applicable) must ensure that all such court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS are promptly made available to the NICS or to the "State" repository/database that is electronically available to (and accessed by) the NICS, and -- when appropriate -- promptly must update, correct, modify, or remove such NICSrelevant "eligible records".

In the event of minor and transitory non-compliance, the recipient may submit evidence to demonstrate diligent monitoring of compliance with this condition (including subrecipient compliance). DOJ will give great weight to any such evidence in any express written determination regarding this condition.

55. "Methods of Administration" - monitoring compliance with civil rights laws and nondiscrimination provisions

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with applicable federal civil rights laws and nondiscrimination provisions. Within 90 days of the date of award acceptance, the recipient must submit to OJP's Office for Civil Rights (at CivilRightsMOA@usdoj.gov) written Methods of Administration ("MOA") for subrecipient monitoring with respect to civil rights requirements. In addition, upon request by OJP (or by another authorized federal agency), the recipient must make associated documentation available for review.

The details of the recipient's obligations related to Methods of Administration are posted on the OJP web site at https://ojp.gov/funding/Explore/StateMethodsAdmin-FY2017update.htm (Award condition: "Methods of Administration" - Requirements applicable to States (FY 2017 Update)) and are incorporated by reference here.

56. Required attendance at BJA-sponsored events

The recipient (and its subrecipients at any tier) must participate in BJA-sponsored training events, technical assistance events, or conferences held by BJA or its designees, upon BJA's request.

57. Compliance with National Environmental Policy Act and related statutes

Upon request, the recipient (and any subrecipient at any tier) must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these award funds, either directly by the recipient or by a subrecipient. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact BJA.

The recipient understands that this condition applies to new activities as set out below, whether or not they are being specifically funded with these award funds. That is, as long as the activity is being conducted by the recipient, a subrecipient, or any third party, and the activity needs to be undertaken in order to use these award funds, this condition must first be met. The activities covered by this condition are:

a. New construction;

b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;

c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;

d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and

e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at https://bja.gov/Funding/nepa.html, for programs relating to methamphetamine laboratory operations.

Application of This Condition to Recipient's Existing Programs or Activities: For any of the recipient's or its subrecipients' existing programs or activities that will be funded by these award funds, the recipient, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

58. Establishment of trust fund

If award funds are being drawn down in advance, the recipient (or a subrecipient, with respect to a subaward) is required to establish a trust fund account. Recipients (and subrecipients) must maintain advance payments of federal awards in interest-bearing accounts, unless regulatory exclusions apply (2 C.F.R. 200.305(b)(8)). The trust fund,\ including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The recipient also agrees to obligate the award funds in the trust fund (including any interest earned) during the period of performance for the award and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to OJP at the time of closeout.

59. Prohibition on use of award funds for match under BVP program

JAG funds may not be used as the 50% match for purposes of the DOJ Bulletproof Vest Partnership (BVP) program.

60. Certification of body armor "mandatory wear" policies

If recipient uses funds under this award to purchase body armor, the recipient must submit a signed certification that law enforcement agencies receiving body armor purchased with funds from this award have a written "mandatory wear" policy in effect. The recipient must keep signed certifications on file for any subrecipients planning to utilize funds from this award for ballistic-resistant and stab-resistant body armor purchases. This policy must be in place for at least all uniformed officers before any funds from this award may be used by an agency for body armor. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.

61. Body armor - compliance with NIJ standards and other requirements

Ballistic-resistant and stab-resistant body armor purchased with JAG award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards and is listed on the NIJ Compliant Body Armor Model List (https://nij.gov/topics/technology/body-armor/Pages/compliant-ballistic-armor.aspx). In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information can be found here: https:/ / nij.gov/ topics/ technology/ body-armor/ pages/ safety-initiative.aspx.

62. Reporting requirements

The recipient must submit quarterly Federal Financial Reports (SF-425) and semi-annual performance reports through OJP's GMS (https://grants.ojp.usdoj.gov). Consistent with the Department's responsibilities under the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, the recipient must provide data that measure the results of its work. The recipient must submit quarterly performance metrics reports through BJA's Performance

Measurement Tool (PMT) website (www.bjaperformancetools.org). For more detailed information on reporting and other JAG requirements, refer to the JAG reporting requirements webpage. Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.

63. Required data on law enforcement agency training

Any law enforcement agency receiving direct or sub-awarded funding from this JAG award must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.

64. Expenditures prohibited without waiver

No funds under this award may be expended on the purchase of items prohibited by the JAG program statute, unless, as set forth at 34 U.S.C. 10152, the BJA Director certifies that extraordinary and exigent circumstances exist, making such expenditures essential to the maintenance of public safety and good order.

65. JAG FY 2020 - Authorization to obligate (federal) award funds to reimburse certain project costs incurred on or after October 1, 2019 [BJA]

Authorization to obligate (federal) award funds to reimburse certain project costs incurred on or after October 1, 2019

The recipient may obligate (federal) award funds only after the recipient makes a valid acceptance of the award. As of the first day of the period of performance for the award (October 1, 2019), however, the recipient may choose to incur project costs using non-federal funds, but any such project costs are incurred at the recipient's risk until, at a minimum-- (1) the recipient makes a valid acceptance of the award, and (2) all applicable withholding conditions are removed by OJP (via a Grant Adjustment Notice). (A withholding condition is a condition in the award document that precludes the recipient from obligating, expending, or drawing down all or a portion of the award funds until the condition is removed.)

Except to the extent (if any) that an award condition expressly precludes reimbursement of project costs incurred "at risk," if and when the recipient makes a valid acceptance of this award and OJP removes each applicable withholding condition through a Grant Adjustment Notice, the recipient is authorized to obligate (federal) award funds to reimburse itself for project costs incurred "at-risk" earlier during the period of performance (such as project costs incurred prior to award acceptance or prior to removal of an applicable withholding condition), provided that those project costs otherwise are allowable costs under the award.

66. Use of funds for DNA testing; upload of DNA profiles

If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS. No profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express

written approval from BJA. Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS.

67. Encouragement of submission of "success stories"

BJA strongly encourages the recipient to submit annual (or more frequent) JAG success stories. To submit a success story, sign in to a My BJA account at https:/ / www.bja.gov/ Login.aspx to access the Success Story Submission form. If the recipient does not yet have a My BJA account, please register at https:/ / www.bja.gov/ profile.aspx. Once registered, one of the available areas on the My BJA page will be "My Success Stories." Within this box, there is an option to add a Success Story. Once reviewed and approved by BJA, all success stories will appear on the BJA Success Story web page at https:/ / www.bja.gov/ SuccessStoryList.aspx.

68. Recipient integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OJP award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIIS").

The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIIS") within SAM are posted on the OJP web site at https://ojp.gov/funding/FAPIIS.htm (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

69. Withholding of funds: Required State Strategic Plan submission

The recipient may not obligate, expend, or draw down any award funds until the recipient submits a sufficient Statewide Strategic Plan (to include an Annual Report in each year in which the Statewide Strategic Plan is not fully updated), and a Grant Adjustment Notice (GAN) has been issued to remove this condition.

70. Withholding of funds: Required certification from the chief executive of the applicant government

The recipient may not obligate, expend, or draw down any award funds until the recipient submits the required "Certifications and Assurances by the Chief Executive of the Applicant Government," properly-executed (as determined by OJP), and a Grant Adjustment Notice (GAN) has been issued to remove this condition.

71. SORNA final agency decision – Appeals

The recipient acknowledges the final agency decision made by DOJ that recipient's jurisdiction did not substantially implement the Sex Offender Registration and Notification Act (Public Law 109-

248, "SORNA") before the deadline, and understands that, as a result of that final agency decision, the amount of this JAG award was reduced, pursuant to 34 U.S.C. 20927. By accepting this specific award, the recipient voluntarily agrees that if it elects to file a judicial appeal of that final agency decision, which was integral in determining this particular funding amount, no such appeal may commence more than 6 months after the date of acceptance of this award.

2021 JAG Award Federal Conditions

The Grantee hereby assures and certifies compliance with all federal statutes, regulations, policies, guidelines and requirements, including the following:

1. 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 DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2021 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2021 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2021 award.

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

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

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

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

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of

PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach

3. Required training for Grant Award Administrator and Financial Manager

The Grant Award Administrator and all Financial Managers for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2019, will satisfy this condition.

In the event that either the Grant Award Administrator or a Financial Manager for this award changes during the period of performance, the new Grant Award Administrator or Financial Manager must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after the date the Entity Administrator enters updated Grant Award Administrator or Financial Manager information in JustGrants. Successful completion of such a training on or after January 1, 2019, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at https://www.ojp.gov/training/fmts.htm. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

4. Safe policing and law enforcement subrecipients

If this award is a discretionary award, the recipient agrees that it will not make any subawards to State, local, college, or university law enforcement agencies unless such agencies have been certified by an approved independent credentialing body or have started the certification process. To become certified, law enforcement agencies must meet two mandatory conditions: (1) the agency's use of force policies adhere to all applicable federal, state, and local laws; and (2) the agency's use of force policies prohibit chokeholds except in situations where use of deadly force is allowed by law. For detailed information on this certification requirement, see https://cops.usdoj.gov/SafePolicingEO.

5. Effect of failure to address audit issues

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

6. Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqts.htm), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

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

The recipient, and any subrecipient ("subgrantee") at any tier, 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 recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at https://www.ecfr.gov/cgi-bin/ECFR?page=browse), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

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

The recipient, and any subrecipient ("subgrantee") at any tier, 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.

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

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

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

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

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

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

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

11. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

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

12. Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

13. Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

14. Determination of suitability to interact with participating minors

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

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

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

15. Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the

recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

16. Compliance with DOJ Grants Financial Guide

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

17. 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), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

18. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2021)

The recipient, and any subrecipient ("subgrantee") at any tier, 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, and are incorporated by reference here.

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

19. Potential imposition of additional requirements

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

20. Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. 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 award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) 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.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

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

3. Allowable costs

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

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any 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 award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or 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 award funds.

C. "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.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, 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/) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

21. Restrictions and certifications regarding non-disclosure agreements and related matters

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

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

1. In accepting this award, the recipient--

a. represents that it neither requires nor 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. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

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

22. Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

23. OJP Training Guiding Principles

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

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

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

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

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

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

25. Restrictions on "lobbying"

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

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

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

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

26. Restrictions on "lobbying"

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

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

applies to Indian tribes and tribal organizations.

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

27. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed $250,000

The recipient, and any subrecipient ("subgrantee") at any tier, 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 (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed $250,000)), and are incorporated by reference here.

28. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, 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 recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

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

29. Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope Grant Award Modification (GAM) to eliminate any inappropriate duplication of funding.

30. Reporting potential fraud, waste, and abuse, and similar misconduct

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

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at https://oig.justice.gov/hotline/contact-grants.htm (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

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

31. FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of $30,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at https://ojp.gov/funding/Explore/FFATA.htm (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than $30,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

32. Cooperating with OJP Monitoring

The recipient agrees to cooperate with OJP monitoring of this award pursuant to OJP's guidelines, protocols, and procedures, and to cooperate with OJP (including the grant manager for this award and the Office of Chief Financial Officer (OCFO)) requests related to such monitoring, including requests related to desk reviews and/or site visits. The recipient agrees to provide to OJP all documentation necessary for OJP to complete its monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by OJP for providing the requested documents. Failure to cooperate with OJP's monitoring activities may result in actions that affect the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to award funds; referral to the DOJ OIG for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

33. Required monitoring of subawards

The recipient must monitor subawards under this award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this award in any subaward. Among other things, the recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

34. Use of program income

Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.

35. Justice Information Sharing

Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https:/ / it.ojp.gov/ gsp_grantcondition. The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

36. Avoidance of duplication of networks

To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the recipient can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

37. Compliance with 28 C.F.R. Part 23

With respect to any information technology system funded or supported by funds under this award, the recipient (and any subrecipient at any tier) must comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 34 U.S.C. 10231(c)-(d). The recipient may not satisfy such a fine with federal funds.

38. Protection of human research subjects

The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

39. Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

40. Law enforcement task forces - required training

Within 120 days of award acceptance, each current member of a law enforcement task force funded with award funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, must complete required online (internet-based) task force training. Additionally, all future task force members must complete this training once during the period of performance for this award, or once every four years if multiple OJP awards include this requirement.

The required training is available free of charge online through the BJA-funded Center for Task Force Integrity and Leadership (www.ctfli.org). The training addresses task force effectiveness, as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. If award funds are used to support a task force, the recipient must compile and maintain a task force personnel roster, along with course completion certificates.

Additional information regarding the training is available through BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).

41. Justification of consultant rate

Approval of this award does not indicate approval of any consultant rate in excess of $650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.

42. "Methods of Administration" - monitoring compliance with civil rights laws and nondiscrimination provisions

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with applicable federal civil rights laws and nondiscrimination provisions. Within 90 days of the date of award acceptance, the recipient must submit to OJP's Office for Civil Rights (at CivilRightsMOA@usdoj.gov written Methods of Administration ("MOA") for subrecipient monitoring with respect to civil rights requirements. In addition, upon request by OJP (or by another authorized federal agency), the recipient must make associated documentation available for review.

The details of the recipient's obligations related to Methods of Administration are posted on the OJP web site at https://ojp.gov/funding/Explore/StateMethodsAdmin-FY2017update.htm (Award condition: "Methods of Administration" - Requirements applicable to States (FY 2017 Update)), and are incorporated by reference here.

43. The recipient understands that, in accepting this award, the Authorized Representative declares and certifies, among other things, that he or she possesses the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accepts (or adopts) all material requirements that relate to conduct throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

44. Compliance with National Environmental Policy Act and related statutes

Upon request, the recipient (and any subrecipient at any tier) must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these award funds, either directly by the recipient or by a subrecipient. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact BJA.

The recipient understands that this condition applies to new activities as set out below, whether or not they are being specifically funded with these award funds. That is, as long as the activity is being conducted by the recipient, a subrecipient, or any third party, and the activity needs to be undertaken in order to use these award funds, this condition must first be met. The activities covered by this condition are:

a. New construction;

b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;

c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;

d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and

e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at https://bja.gov/Funding/nepa.html, for programs relating to methamphetamine laboratory operations.

Application of This Condition to Recipient's Existing Programs or Activities: For any of the recipient's or its subrecipients' existing programs or activities that will be funded by these award funds, the recipient, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

45. Establishment of trust fund

If award funds are being drawn down in advance, the recipient (or a subrecipient, with respect to a subaward) is required to establish a trust fund account. Recipients (and subrecipients) must maintain advance payments of federal awards in interest-bearing accounts, unless regulatory exclusions apply (2 C.F.R. 200.305(b)(8)). The trust fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The recipient also agrees to obligate the award funds in the trust fund (including any interest earned) during the period of performance for the award and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to OJP at the time of closeout.

46. Required data on law enforcement agency training

Any law enforcement agency receiving direct or sub-awarded funding from this JAG award must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.

47. All State and Local JAG recipients must submit quarterly Federal Financial Reports (SF-425). Additionally, State JAG and Local JAG Category Two ($25K or more) must submit semi-annual performance reports through JustGrants and Local JAG Category One (Less than $25K) must submit annual performance reports through JustGrants. Consistent with the Department's responsibilities under the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, the recipient must provide data that measure the results of its work. The recipient must submit quarterly performance metrics reports through BJA's Performance Measurement Tool (PMT) website (www.bjaperformancetools.org). For more detailed information on reporting and other JAG requirements, refer to the JAG reporting requirements webpage. Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation

48. Expenditures prohibited without waiver

No funds under this award may be expended on the purchase of items prohibited by the JAG program statute, unless, as set forth at 34 U.S.C. 10152, the BJA Director certifies that extraordinary and exigent circumstances exist, making such expenditures essential to the maintenance of public safety and good order.

49. Authorization to obligate (federal) award funds to reimburse certain project costs incurred on or after October 1, 2020

The recipient may obligate (federal) award funds only after the recipient makes a valid acceptance

of the award. As of the first day of the period of performance for the award (October 1, 2020), however, the recipient may choose to incur project costs using non-federal funds, but any such project costs are incurred at the recipient's risk until, at a minimum-- (1) the recipient makes a valid acceptance of the award, and (2) all applicable withholding conditions are removed by OJP (via an Award Condition Modification (ACM)). (A withholding condition is a condition in the award document that precludes the recipient from obligating, expending, or drawing down all or a portion of the award funds until the condition is removed.)

Except to the extent (if any) that an award condition expressly precludes reimbursement of project costs incurred "at-risk," if and when the recipient makes a valid acceptance of this award and OJP removes each applicable withholding condition through an Award Condition Modification (ACM), the recipient is authorized to obligate (federal) award funds to reimburse itself for project costs incurred "at-risk" earlier during the period of performance (such as project costs incurred prior to award acceptance or prior to removal of an applicable withholding condition), provided that those project costs otherwise are allowable costs under the award.

50. If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS. No profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA. Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS. Booking agencies should work with their state CODIS agency to ensure all requirements are met for participation in Rapid DNA (see National Rapid DNA Booking Operational Procedures Manual).

51. Submission of eligible records relevant to the National Instant Background Check System

Consonant with federal statutes that pertain to firearms and background checks -- including 18 U.S.C. 922 and 34 U.S.C. ch. 409 -- if the recipient (or any subrecipient at any tier) uses this award to fund (in whole or in part) a specific project or program (such as a law enforcement, prosecution, or court program) that results in any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the National Instant Background Check System (NICS), or that has as one of its purposes the establishment or improvement of records systems that contain any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS, the recipient (or subrecipient, if applicable) must ensure that all such court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS are promptly made available to the NICS or to the "State" repository/database that is electronically available to (and accessed by) the NICS, and -- when appropriate -- promptly must update, correct, modify, or remove such NICS-relevant "eligible records".

In the event of minor and transitory non-compliance, the recipient may submit evidence to demonstrate diligent monitoring of compliance with this condition (including subrecipient compliance). DOJ will give great weight to any such evidence in any express written determination regarding this condition.

52. Prohibition on use of award funds for match under BVP program

JAG funds may not be used as the 50% match for purposes of the DOJ Bulletproof Vest Partnership (BVP) program.

53. Certification of body armor "mandatory wear" policies

If recipient uses funds under this award to purchase body armor, the recipient must submit a signed certification that law enforcement agencies receiving body armor purchased with funds from this award have a written "mandatory wear" policy in effect. The recipient must keep signed certifications on file for any subrecipients planning to utilize funds from this award for ballistic-resistant and stab-resistant body armor purchases. This policy must be in place for at least all uniformed officers before any funds from this award may be used by an agency for body armor. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.

54. Body armor - compliance with NIJ standards and other requirements

Ballistic-resistant and stab-resistant body armor purchased with JAG award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards and is listed on the NIJ Compliant Body Armor Model List (https://nij.gov/topics/technology/body-armor/Pages/compliant-ballistic-armor.aspx). In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information can be found here: https:/ / nij.gov/ topics/ technology/ body-armor/ pages/ safety-initiative.aspx.

55. Recipient integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OJP award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIIS").

The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIIS") within SAM are posted on the OJP web site at https://ojp.gov/funding/FAPIIS.htm (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

56. Withholding - Certification with respect to Federal taxes - award exceeding $5 million (updated Aug. 2017)

The recipient may not obligate, expend, or draw down any funds under this award until it has submitted to the program manager, in a format acceptable to OJP, a formal written certification directed to OJP and executed by an official with authority to sign on behalf of the recipient, that the

recipient (unless an exemption applies by operation of law, as described below)-- (1) has filed all Federal tax returns required for the three tax years immediately preceding the tax year in which the certification is made; (2) has not been convicted of a criminal offense under the Internal Revenue Code of 1986; and (3) has not, more than 90 days prior to this certification, been notified of any unpaid federal tax assessment for which the liability remains unsatisfied, unless the assessment is the subject of an installment agreement or offer in compromise that has been approved by the Internal Revenue Service and is not in default, or the assessment is the subject of a non-frivolous administrative or judicial proceeding; and until an Award Condition Modification (ACM) has been issued to remove this condition.

57. BJA- JAG - SORNA Appeal Limits

The recipient acknowledges the final agency decision made by DOJ that recipient's jurisdiction did not substantially implement the Sex Offender Registration and Notification Act (Public Law 109-248, "SORNA") before the deadline, and understands that, as a result of that final agency decision, the amount of this JAG award was reduced, pursuant to 34 U.S.C. 20927. By accepting this specific award, the recipient voluntarily agrees that if it elects to file a judicial appeal of that final agency decision, which was integral in determining this particular funding amount, no such appeal may commence more than 6 months after the date of acceptance of this award.

58. BJA- JAG - Withholding of Funds for Chief Executive Certification

Withholding of funds: Required certification from the chief executive of the applicant government

The recipient may not expend or draw down any award funds until the recipient submits the required "Certifications and Assurances by the Chief Executive of the Applicant Government," properly-executed (as determined by OJP), and an Award Condition Modification has been issued to remove this condition.

2022 JAG Award Federal Conditions.

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

1. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2022)

The recipient, and any subrecipient ("subgrantee") at any tier, 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, 2022, are set out at https://ojp.gov/funding/Explore/FY22AppropriationsRestrictions.htm, and are incorporated by reference here.

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

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 DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2022 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2022 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2022 award.

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

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.334.

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

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

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

4. OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at https://www.ojp.gov/funding/implement/training-guiding-principles-grantees-and-subgrantees.

5. Required training for Grant Award Administrator and Financial Manager

The Grant Award Administrator and all Financial Managers for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after October 15, 2020, will satisfy this condition.

In the event that either the Grant Award Administrator or a Financial Manager for this award changes during the period of performance, the new Grant Award Administrator or Financial Manager must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after the date the Entity Administrator enters updated Grant Award Administrator or Financial Manager information in JustGrants. Successful completion of such a training on or after January 1, 2020, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at https://www.ojp.gov/training/fmts.htm. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

6. Effect of failure to address audit issues

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

7. Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqts.htm), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

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

The recipient, and any subrecipient ("subgrantee") at any tier, 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 recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at https://www.ecfr.gov/cgi-bin/ECFR?page=browse), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

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

The recipient, and any subrecipient ("subgrantee") at any tier, 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.

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

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

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

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

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

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

12. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

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

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

13. Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

14. Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

15. Determination of suitability to interact with participating minors

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

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

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

16. Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdol.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates

the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

17. Compliance with DOJ Grants Financial Guide

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

18. 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), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

19. Potential imposition of additional requirements

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

20. Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. 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 award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) 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.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

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

3. Allowable costs

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

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any 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 award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or 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 award funds.

C. "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.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, 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/) or email E-Verify at E-Verify@dhs.gov. E-Verify

employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.
Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

21. Restrictions and certifications regarding non-disclosure agreements and related matters

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

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

1. In accepting this award, the recipient--

a. represents that it neither requires nor 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. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

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

22. Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

23. All subawards ("subgrants") must have specific federal authorization

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

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

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

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

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

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

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

25. Restrictions on "lobbying"

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

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

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

26. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed $250,000

The recipient, and any subrecipient ("subgrantee") at any tier, 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 (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed $250,000)), and are incorporated by reference here.

27. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, 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 recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the

recipient or of any subrecipient.

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

28. Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope Grant Award Modification (GAM) to eliminate any inappropriate duplication of funding.

29. Reporting potential fraud, waste, and abuse, and similar misconduct

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

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at https://oig.justice.gov/hotline/contact-grants.htm (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

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

30. FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of $30,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at https://ojp.gov/funding/Explore/FFATA.htm (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than

$30,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

31. The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by BJA and OCFO for providing the requested documents. Failure to cooperate with BJA's/OCFO's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

32. Required monitoring of subawards

The recipient must monitor subawards under this award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this award in any subaward. Among other things, the recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

33. Use of program income

Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.

34. Justice Information Sharing

Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https://it.ojp.gov/gsp_grantcondition. The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

35. Avoidance of duplication of networks

To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the recipient can demonstrate

to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

36. Compliance with 28 C.F.R. Part 23

With respect to any information technology system funded or supported by funds under this award, the recipient (and any subrecipient at any tier) must comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 34 U.S.C. 10231(c)-(d). The recipient may not satisfy such a fine with federal funds.

37. Protection of human research subjects

The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

38. Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

39. The award recipient agrees to participate in a data collection process measuring program outputs and outcomes. The data elements for this process will be outlined by the Office of Justice Programs.

40. The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

41. Law enforcement task forces - required training

Within 120 days of award acceptance, each current member of a law enforcement task force funded with award funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, must complete required online (internet-based) task force training. Additionally, all future task force members must complete this training once during the period of performance for this award, or once every four years if multiple OJP awards include this requirement.

The required training is available free of charge online through the BJA-funded Center for Task Force Integrity and Leadership (www.ctfli.org). The training addresses task force effectiveness, as well as other key issues including privacy and civil liberties/rights, task force performance

measurement, personnel selection, and task force oversight and accountability. If award funds are used to support a task force, the recipient must compile and maintain a task force personnel roster, along with course completion certificates.

Additional information regarding the training is available through BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).

42. Justification of consultant rate

Approval of this award does not indicate approval of any consultant rate in excess of $650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.

43. The recipient understands that, in accepting this award, the Authorized Representative declares and certifies, among other things, that he or she possesses the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accepts (or adopts) all material requirements that relate to conduct throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

44. Compliance with National Environmental Policy Act and related statutes

Upon request, the recipient (and any subrecipient at any tier) must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these award funds, either directly by the recipient or by a subrecipient. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact BJA.

The recipient understands that this condition applies to new activities as set out below, whether or not they are being specifically funded with these award funds. That is, as long as the activity is being conducted by the recipient, a subrecipient, or any third party, and the activity needs to be undertaken in order to use these award funds, this condition must first be met. The activities covered by this condition are:

a. New construction;

b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;

c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;

d. Implementation of a new program involving the use of chemicals other than chemicals that are

(a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and

e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at https://bja.gov/Funding/nepa.html, for programs relating to methamphetamine laboratory operations.

Application of This Condition to Recipient's Existing Programs or Activities: For any of the recipient's or its subrecipients' existing programs or activities that will be funded by these award funds, the recipient, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

45. Establishment of trust fund

If award funds are being drawn down in advance, the recipient (or a subrecipient, with respect to a subaward) is required to establish a trust fund account. Recipients (and subrecipients) must maintain advance payments of federal awards in interest-bearing accounts, unless regulatory exclusions apply (2 C.F.R. 200.305(b)(8)). The trust fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The recipient also agrees to obligate the award funds in the trust fund (including any interest earned) during the period of performance for the award and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to OJP at the time of closeout.

46. All State and Local JAG recipients must submit quarterly Federal Financial Reports (SF-425). Additionally, State JAG and Local JAG Category Two ($25K or more) must submit semi-annual performance reports through JustGrants and Local JAG Category One (Less than $25K) must submit annual performance reports through JustGrants. Consistent with the Department's responsibilities under the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, the recipient must provide data that measure the results of its work. The recipient must submit quarterly performance metrics reports through BJA's Performance Measurement Tool (PMT) website (www.bjaperformancetools.org). For more detailed information on reporting and other JAG requirements, refer to the JAG reporting requirements webpage. Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.

47. Required data on law enforcement agency training

Any law enforcement agency receiving direct or sub-awarded funding from this JAG award must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.

48. Expenditures prohibited without waiver

No funds under this award may be expended on the purchase of items prohibited by the JAG program statute, unless, as set forth at 34 U.S.C. 10152, the BJA Director certifies that extraordinary and exigent circumstances exist, making such expenditures essential to the maintenance of public safety and good order.

49. Authorization to obligate (federal) award funds to reimburse certain project costs incurred on or after October 1, 2021

The recipient may obligate (federal) award funds only after the recipient makes a valid acceptance of the award. As of the first day of the period of performance for the award (October 1, 2021), however, the recipient may choose to incur project costs using non-federal funds, but any such project costs are incurred at the recipient's risk until, at a minimum-- (1) the recipient makes a valid acceptance of the award, and (2) all applicable withholding conditions are removed by OJP (via an Award Condition Modification (ACM)). (A withholding condition is a condition in the award document that precludes the recipient from obligating, expending, or drawing down all or a portion of the award funds until the condition is removed.)

Except to the extent (if any) that an award condition expressly precludes reimbursement of project costs incurred "at-risk," if and when the recipient makes a valid acceptance of this award and OJP removes each applicable withholding condition through an Award Condition Modification (ACM), the recipient is authorized to obligate (federal) award funds to reimburse itself for project costs incurred "at-risk" earlier during the period of performance (such as project costs incurred prior to award acceptance or prior to removal of an applicable withholding condition), provided that those project costs otherwise are allowable costs under the award.

50. If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS. No profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA. Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS. Booking agencies should work with their state CODIS agency to ensure all requirements are met for participation in Rapid DNA (see National Rapid DNA Booking Operational Procedures Manual).

51. Recipients utilizing award funds for forensic genealogy testing must adhere to the United States Department of Justice Interim Policy Forensic Genealogical DNA Analysis and Searching (https://www.justice.gov/olp/page/file/1204386/download), and must collect and report the metrics identified in Section IX of that document to BJA.

52. Submission of eligible records relevant to the National Instant Background Check System

Consonant with federal statutes that pertain to firearms and background checks -- including 18 U.S.C. 922 and 34 U.S.C. ch. 409 -- if the recipient (or any subrecipient at any tier) uses this award to fund (in whole or in part) a specific project or program (such as a law enforcement,

prosecution, or court program) that results in any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the National Instant Background Check System (NICS), or that has as one of its purposes the establishment or improvement of records systems that contain any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS, the recipient (or subrecipient, if applicable) must ensure that all such court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS are promptly made available to the NICS or to the "State" repository/database that is electronically available to (and accessed by) the NICS, and -- when appropriate -- promptly must update, correct, modify, or remove such NICS-relevant "eligible records".

In the event of minor and transitory non-compliance, the recipient may submit evidence to demonstrate diligent monitoring of compliance with this condition (including subrecipient compliance). DOJ will give great weight to any such evidence in any express written determination regarding this condition.

53. Prohibition on use of award funds for match under BVP program

JAG funds may not be used as the 50% match for purposes of the DOJ Bulletproof Vest Partnership (BVP) program.

54. Certification of body armor "mandatory wear" policies, and compliance with NIJ standards

If recipient uses funds under this award to purchase body armor, the recipient must submit a signed certification that each law enforcement agency receiving body armor purchased with funds from this award has a written "mandatory wear" policy in effect. The recipient must keep signed certifications on file for any subrecipients planning to utilize funds from this award for ballistic-resistant and stab-resistant body armor purchases. This policy must be in place for at least all uniformed officers before any funds from this award may be used by an agency for body armor. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.

Ballistic-resistant and stab-resistant body armor purchased with award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards, and is listed on the NIJ Compliant Body Armor Model List. In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information and the NIJ Compliant Body Armor List may be found by following the links located on the NIJ Body Armor page: https://nij.ojp.gov/topics/equipment-and-technology/body-armor

55. Extreme risk protection programs funded by JAG must include, at a minimum: pre-deprivation and post-deprivation due process rights that prevent any violation or infringement of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive or procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). Such programs must

include, at the appropriate phase to prevent any violation of constitutional rights, at minimum, notice, the right to an in-person hearing, an unbiased adjudicator, the right to know opposing evidence, the right to present evidence, and the right to confront adverse witnesses; the right to be represented by counsel at no expense to the government; pre-deprivation and post-deprivation heightened evidentiary standards and proof which mean not less than the protections afforded to a similarly situated litigant in Federal court or promulgated by the State's evidentiary body, and sufficient to ensure the full protections of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive and procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). The heightened evidentiary standards and proof under such programs must, at all appropriate phases to prevent any violation of any constitutional right, at minimum, prevent reliance upon evidence that is unsworn or unaffirmed, irrelevant, based on inadmissible hearsay, unreliable, vague, speculative, and lacking a foundation; and penalties for abuse of the program.

56. The recipient agrees that no funds under this grant award (including via subcontract or subaward, at any tier) may be used for unmanned aircraft systems (UAS), which includes unmanned aircraft vehicles (UAV), or for any accompanying accessories to support UAS.

57. "Methods of Administration" - monitoring compliance with civil rights laws and nondiscrimination provisions

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with applicable federal civil rights laws and nondiscrimination provisions. Within 90 days of the date of award acceptance, the recipient must submit to OJP's Office for Civil Rights (at CivilRightsMOA@usdoj.gov) written Methods of Administration ("MOA") for subrecipient monitoring with respect to civil rights requirements. In addition, upon request by OJP (or by another authorized federal agency), the recipient must make associated documentation available for review.

The details of the recipient's obligations related to Methods of Administration are posted on the OJP web site at https://ojp.gov/funding/Explore/StateMethodsAdmin-FY2017update.htm (Award condition: "Methods of Administration" - Requirements applicable to States (FY 2017 Update)), and are incorporated by reference here.

58. Recipient integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OJP award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIIS").

The details of recipient obligations regarding the required reporting (and updating) of information

on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIIS") within SAM are posted on the OJP web site at https://ojp.gov/funding/FAPIIS.htm (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

59. BJA- JAG - Withholding of funds for program narrative

Withholding of funds: Program narrative

The recipient may not expend or draw down any award funds until the recipient submits, and OJP reviews and accepts, the program narrative for this award, and an Award Condition Modification has been issued to remove this condition.

60. Withholding - Certification with respect to Federal taxes - award exceeding $5 million (updated Aug. 2017)

The recipient may not obligate, expend, or draw down any funds under this award until it has submitted to the program manager, in a format acceptable to OJP, a formal written certification directed to OJP and executed by an official with authority to sign on behalf of the recipient, that the recipient (unless an exemption applies by operation of law, as described below)-- (1) has filed all Federal tax returns required for the three tax years immediately preceding the tax year in which the certification is made; (2) has not been convicted of a criminal offense under the Internal Revenue Code of 1986; and (3) has not, more than 90 days prior to this certification, been notified of any unpaid federal tax assessment for which the liability remains unsatisfied, unless the assessment is the subject of an installment agreement or offer in compromise that has been approved by the Internal Revenue Service and is not in default, or the assessment is the subject of a non-frivolous administrative or judicial proceeding; and until an Award Condition Modification (ACM) has been issued to remove this condition.

61. BJA- JAG - Withholding of Funds for Chief Executive Certification

Withholding of funds: Required certification from the chief executive of the applicant government

The recipient may not expend or draw down any award funds until the recipient submits the required "Certifications and Assurances by the Chief Executive of the Applicant Government," properly-executed (as determined by OJP), and an Award Condition Modification has been issued to remove this condition.

62. BJA- JAG - Withholding of Funds for State Strategic Plan submission

Withholding of funds: Required State Strategic Plan submission

The recipient may not expend or draw down any award funds until the recipient submits a sufficient Statewide Strategic Plan (to include an Annual Report in each year in which the Statewide Strategic Plan is not fully updated), and an Award Condition Modification has been issued to remove this condition.

63. BJA- JAG - SORNA Appeal Limits

The recipient acknowledges the final agency decision made by DOJ that recipient's jurisdiction did not substantially implement the Sex Offender Registration and Notification Act (Public Law 109-248, "SORNA") before the deadline, and understands that, as a result of that final agency decision, the amount of this JAG award was reduced, pursuant to 34 U.S.C. 20927. By accepting this specific award, the recipient voluntarily agrees that if it elects to file a judicial appeal of that final agency decision, which was integral in determining this particular funding amount, no such appeal may commence more than 6 months after the date of acceptance of this award.

64. In accepting this award, the recipient agrees that grant funds cannot be used for Facial Recognition Technology (FRT) unless the recipient has policies and procedures in place to ensure that the FRT will be utilized in an appropriate and responsible manner that promotes public safety, and protects privacy, civil rights, and civil liberties and complies with all applicable provisions of the U.S. Constitution, including the Fourth Amendment’s protection against unreasonable searches and seizures and the First Amendment’s freedom of association and speech, as well as other laws and regulations. Recipients utilizing funds for FRT must make such policies and procedures available to DOJ upon request.

Title

Fresno County

12/03/2022

by **Margaret Orona** in **Edward Byrne Memorial Justice Assistance Grant Program Application**

id. 34236079

maorona@fresnocountyca.gov

Original Submission

12/03/2022

	The Edward Byrne Memorial Justice Assistance (JAG) Grant Program Application is divided into four sections as identified below: Background Information Contact Information Proposal Narrative and Budget Mandatory Attachments Each section has a series of questions that require a response. Applicants will be prompted to provide written text, select options from a drop down menu, select options from a multiple choice menu, or upload attachments. Questions with a red asterisk require responses. Applicants will not be able to submit the JAG Grant Program Application until all questions with a red asterisk have been completed. Applicants may reference the JAG Instruction Packet for background information, key dates, rating factors, and other important information to aid in the completion of the Grant Program Application. The JAG Instruction Packet is available on the BSCC website at: http://www.bscc.ca.gov/s_bsccjag/. NOTE: Applicants may start and stop their application but must select "Save Draft" at the bottom of the application before existing.
SECTION I - BACKGROUND INFORMATION	**This section requests information about the project name and location, federal identification, funding requested, and an overview of the project.**
Name of Applicant	**Fresno County**
Applicant's Physical Address	**3333 E American Ave** **Ste. B** **Fresno** **CA** **93725** **US**
Applicant's Mailing Address (If different than physical address)	n/a

Mailing Address for Payment	**3333 E American Ave** **Ste. B** **Fresno** **CA** **93725** **US**
Tax Identification Number	**946000512**
Federal Employer ID	**946000512**
Unique Entity Identifier (UEI)	**XYLKAH3AB4W5**
Grant Funds Requested	**2837831.0**
Lead Public Agency	**Fresno County Probation Department**
Multi-County Partnerships	n/a
Multi-County Partnerships	n/a
Multi-County Partnerships	n/a
Project Title	**Adult Reentry Planning Program**
Program Purpose Areas (PPA)	**Applicants are required to apply for the Program Purpose Areas (PPA) and Priority Areas of Need identified in the JAG Instruction Packet (Page 5). A total of five PPAs are identified: PPA 1: Law enforcement programs PPA 2: Prosecution and court programs PPA 3: Prevention and education programs PPA 5: Drug treatment and enforcement programs PPA 8: Mental health programs and related law enforcement and corrections programs Applicants are required to address a minimum of one Program Purpose Area and one corresponding Priority Area of Need. Applicants are not required to address each PPA or Priority Area of Need.**
Law Enforcement Programs (PPA 1)	n/a
Prosecution and Court Programs (PPA 2)	n/a
Prevention and Education Programs (PPA 3)	**Job-specific training and certification programs**

Drug Treatment and Enforcement Programs (PPA 5)	n/a
Mental Health Programs and Related Law Enforcement and Corrections Programs (PPA 8)	n/a
Proposal Summary	**The proposal will provide evidence-based case management services to the targeted population. The target population is ages 18-30, committed to the Fresno County Jail for a minimum of sixty days, non-AB109, affiliated or previously affiliated with gangs, and at medium to high risk to reoffend. Case Management services will address the participants' stabilization and criminogenic needs. The goal is to achieve successful re-re-entry for each of the participants into their community.**
SECTION II - CONTACT INFORMATION	**This section requests contact information for the individuals identified as the Project Director, Financial Officer, Day-to-Day Project Contact, Day-to-Day Fiscal Contact, and the Authorized Signature.**
Project Director	**Joy** **Thompson**
Project Director's Title with Agency/Department/Organization	**Deputy Chief Probation Officer**
Project Director's Physical Address	**2048 N Fine Ave** **Ste. 102** **Fresno** **CA** **93727** **US**
Project Director's Email Address	**jthompson@fresnocountyca.gov**
Project Director's Phone Number	**+15596001233**
Financial Officer	**Yussel** **Zalapa**
Financial Officer's Title with Agency/Department/Organization	**Deputy Chief Probation Administrative Officer**

Financial Officer's Physical Address	**3333 E American Ave** **Ste. B** **Fresno** **CA** **93725** **US**
Financial Officer's Email Address	**yzalapa@fresnocountyca.gov**
Financial Officer's Phone Number	**+15596001244**
Day-To-Day Program Contact	**Pete** **Garcia**
Day-To-Day Program Contact's Title with Agency/Department/Organization	**Assistant Deputy chief Probation Officer**
Day-To-Day Program Contact's Physical Address	**2212 N. Winery #101** **Fresno** **CA** **93703** **US**
Day-To-Day Program Contact's Email Address	**epgarcia@fresnocountyca.gov**
Day-To-Day Program Contact's Phone Number	**+15596001186**
Day-To-Day Fiscal Contact	**Norabelle** **Elegado**
Day-To-Day Fiscal Contact's Title with Agency/Department/Organization	**Probation Business Manager**
Day-To-Day Fiscal Contact's Physical Address	**3333 E American Ave** **Ste. B** **Fresno** **CA** **93725** **US**
Day-To-Day Fiscal Contact's Email Address	**neleagdo@fresnocountyca.gov**

Day-To-Day Fiscal Contact's Phone Number	**+15596001246**
Name of Authorized Officer*	**Kirk** **Haynes**
Authorized Officer's Title with Agency/Department/Organization	**Chief Probation Officer**
Authorized Officer's Physical Address	**3333 E. American Ave., Ste. B** **Fresno** **CA** **93725** **US**
Authorized Officer's Email Address	**khaynes@fresnocountyca.gov**
Authorized Officer's Phone Number	**+15596001298**
Authorized Officer Assurances	**checked**
SECTION III - PROPOSAL NARRATIVE AND BUDGET	**This section requests responses to the Rating Factors identified in the the JAG Instruction Packet.**
Proposal Narrative Instructions	**The Proposal Narrative must address the Project Need, Project Description, Collaboration, Capability and Qualifications, and Project Evaluation and Monitoring Rating Factors as described in the JAG Instruction Packet (Pages 21-24). When responding, clearly identify each Rating Factor section that is being addressed (i.e. Project Need, Project Description, etc.). The Proposal Narrative may not exceed 33,556 total characters (includes punctuation, numbers, spacing and any text). In Microsoft Word, this is approximately 15 pages in Arial 12-point font with one-inch margins on all four sides and at 1.5-line spacing. A character counter is automatically enabled that shows the number of characters used and the remaining number of characters before the limit is met. If the limit is exceeded, a red prompt will appear with the message "You have exceeded the character limit". Applicants will be prohibited from submit the JAG Grant Program Application until they comply with the character limit requirements. NOTE: It is up to the applicant to determine how to use the total word limit in addressing each section, however as a guide, the percent of total point value for each section is provided in the JAG Instruction Packet (Page 21).**
Proposal Narrative	**Section I: Project Need** **1.1 In Fresno County, the need continues to be reduction of gang activity. The established 'Prevention and Education Program' with a**

‘Gang Initiative’, the Adult Reentry Planning Program (ARPP), which offers job training, referrals, substance abuse, life skills, mental health, etc. alternatives to gang life, is being provided. According to the Fresno County Sheriff’s Department, the risk a person will commit a new crime is highest not in the few months after release from custody but in the few hours after. The immediate timeframe post-release is critical to recidivism. Based on this evidence, addressing the individual’s stabilization and criminogenic needs are the key factors in reducing the likelihood the individual will recidivate. Increased gang activity affects public safety with increased crime, graffiti, drug, and human trafficking.

1.2. The US Census Bureau reports 1,013,581 residents as of July 1, 2021, making Fresno County the tenth most populated of California’s 58 counties. From 2020 to 2021, the annual growth rate of .5% represents an annual increase of 10,947 residents. In comparison, California’s population decreased .8% at the same time. The US Census details California’s poverty rate as 11.5% in 2020. Individual county poverty rates ranged widely, from a low of 5.5% in San Mateo County to a high 18.5 % in Del Norte County, with Fresno County ranked 8th highest at 17.1%. In 2021 nearly one in five Fresno County residents lived in poverty. According to the latest data from the U.S. Census Bureau, Fresno’s poor population has shrunk considerably, but with a 2020 poverty rate of 17.1% it remains high.

1.3. In Fresno County there are 177 identified street gangs with approximately 25,871 members. In 2021, the Fresno City Police Department, which is the largest metropolitan city in Fresno County, reported criminal gang activity included 45 homicides, 653 shootings, 697 gang Parole/Probation searches, 160 search warrants, 301 gun seizures, and 521 felony arrents.

1.4. Incarceration has a significant impact on the inmate’s family and children as well as the cost to the public. In 2022, there were 89 individuals in Fresno County Jail, 18-30 years of age, serving a minimum sentence of 60 days, affiliated or previously affiliated with a gang, identified at a high-risk to reoffend, non-AB 109 offenders; in 2021 there were 91, and in 2019, there were 279.

1.5. When released from custody, these individuals return to the same neighborhoods and friends because they have nowhere else to turn to, no access to education or income, and no support and are not able to escape the gang lifestyle. To support those involved or previously involved in gangs when released from the Fresno County Jail, the Probation Department has developed case management services for the targeted population that will assess and address the above referenced needs in order reduce the likelihood of the individual committing new crimes. Each year an average number of 447 adults 18-30 years of age, affiliated with a gang, identified at a high-risk to reoffend, and has a minimum in-custody sentence of sixty days are released from Fresno County Jail in the community. Immediately upon their release, these individuals face challenges, not the least of which are finding and sustaining housing and meaningful employment. Recognizing these challenges can hinder successful transition from custody to the community. The Probation Department, in collaboration with our criminal justice partners, County departments, and community-based organizations, is seeking

continued funding the Adult Reentry Planning Program (ARPP). This recidivism-reduction plan has established a comprehensive set of pre- and post-release case management services and assessment-driven referrals. The goal continues to be to achieve successful re-entry for each of the participants into their community.

Section II: Project Description

2.1. The ARPP is an evidence-based case management program with the goal to prepare the individuals in the target population for life after incarceration so that they can lead productive lives and not re-enter the criminal justice system. The goal of this project is to continue to provide evidence-based case management services that address the stabilization and criminogenic needs of the targeted population to prevent them from recidivating and to improve public safety. Through the case management the ARPP will assess participants needs using Motivational Interviewing (MI) and Effective Practices in Community Supervision (EPICS). From the results of the risk needs assessment, case managers use Risk Needs Responsivity (RNR) techniques to develop individualized case plans corresponding to the risk to re-offend, to target the individual's criminogenic needs, reduce recidivism, and address the participant's abilities and motivations. Services start as soon as possible after the individual begins serving their sentence at minimum sixty days prior to release from jail and for up to six months post release.

This project links to the 'Prevention and Education Programs' JAG PPA and 'Gang Initiatives' Area of Need because the program responds to an increase in gang related crimes in Fresno County and is designed to reduce the incidence of gang crime by assisting individuals to leave the gang lifestyle and effectively transition into a safe, productive lifestyle.

2.2. The target population of the program are individuals committed to Fresno County Jail, 18 – 30 years of age, affiliated or previously affiliated with a gang, at a high-risk to reoffend, and are non-AB 109 offenders. The ARPP is currently the only program that provides pre- or post-release case management services specifically to this population. The ARPP uses the following strategies:

- **Deputy Probation Officer (DPO) obtains a list of individuals from the Fresno County Sheriff's Office having 60 or more day sentences and recruits and screens those individuals meeting the target population. Individuals with more serious charges such as arson or sexual offences are ineligible.**
- **Case managers collaborate with the DPO, to conduct evidence-based needs assessments and develop a case plan for those participating in the program. This identifies the stabilization (housing, food, etc.) and criminogenic needs to be addressed. If case workers are restricted from entering the jail, the DPO enters the jail and conducts the assessments.**
- **Once the stabilization and criminogenic needs have been identified, the case manager prepares a case plan to address those needs through referrals to programs within the community and public agencies. The highest priority is to arrange for housing and other stability issues for the participants prior to release from custody.**
- **Pre-release services are offered to participants of the program including mentoring, family reunification, and pro-social behavior**

programs. Case managers work with the participants to obtain any essential documents (i.e., valid identification, driver's license); and address any other issues such as record expungement.
• A multi-disciplinary team including, but not limited to, the case manager, DPO, family member, and mentors meet every two weeks prior to release to review the transition plan and make any necessary changes.
• Post-release, the case manager makes any necessary referrals for services that were not completed during pre-release. For up to six months, the case manager monitors the progress of the participant and address any issues that are hindering the participant from completing their goals. This includes working with the agencies that are providing services to the participant.
• A DPO is assigned to this program and works with the case managers in addressing participants' needs. Meetings are held with the DPO and case manager to ensure any issues are addressed to help ensure the progress of the participants.
2.3. The proposed intervention will provide case management services and probation supervision using Risk, Need, Responsivity (RNR) principles. Both the case managers and DPO assigned to this program will be trained in Effective Practices in Community Supervision (EPICS) and Motivational Interviewing (MI). EPICS and MI have been proven methods in providing RNR principles to the targeted population. These principles are evidence-based using interventions corresponding to the risk to re-offend, target the individual's criminogenic needs, which have proven to reduce recidivism, and use interventions that address the participant's abilities and motivation. The objectives of the program are to meet each participant's needs as specified by their individualized case plan. Studies have shown, if these objectives are met, the program's overall goal to reduce recidivism will be achieved.
The Washington State Institute of Public Policy has identified the (RNR) principles as an evidence-based practice based on the results of studies completed on medium to high-risk participant populations. Maryland's Proactive Community Supervision (PCS) model was one of the first to implement the RNR approach in their supervision program. Faye S. Taxman, George Mason University, completed a research study on this program titled "No Illusions: Offender and Organizational Change In Maryland's Proactive Community Supervision Efforts". The study concluded that participants that where supervised with the RNR model were less likely to get rearrested (30% for the PCS participants compared to 42% for non-PCS participants) and less likely to have a warrant issued for a technical violation (34Fd.7% of the PCS participants compared to 40% for the non-PCS participants).
According to the Washington State Institute of Public Policy, the RNR approach, which is proposed in this program, has been shown to be effective for those individuals identified as medium to high-risk populations. The proposed target population is the medium and high-risk participants based on an evidence-based needs assessment tool. The proposed target population for this program will be medium to high-risk participants that have gang affiliation or previous gang affiliation.

The Probation Department has been using evidence-based practices in their supervision of medium and high-risk participants for many years. The evidence-based Static Risk and Offender Needs Guide – Revised (STRONG-R) assessment tool has been used to identify an individual's risk to reoffend and develop a case plan to identify the criminogenic needs of the individuals. In addition, all supervision staff are trained in the assessment tools and case plans. Currently, EPICS is being implemented throughout the Probation Department and MI training is offered to all Officers.

Section III: Collaboration

3.1. A roster for the Local Jag Steering Committee which includes names, titles, and organization affiliations is located on Appendix E. Each member has provided a Letter of Agreement, which can be located on Appendix F. Members of the Local JAG Steering Committee are:

• Kirk Haynes, Chief Probation Officer, a 27-year veteran of three departments, led the Probation Department in the design/implementation of the Community Correction Performance Incentive Act (SB 678) and in Evidence-Based Practices.

• Kelly Pelletier, Grants Manager for Fresno Superior Court, oversees $2.4 million annually in grants and special state budget allocations; the Fresno Superior Court processed 84,000 criminal filings in fiscal year 2021-2022, utilizing 31 courtrooms.

• Samantha Buck, Deputy County Administrative Officer with the County Administrative Office. The County Administrative Office administers the County's $4.5 billion budget to fund services in public safety, law enforcement, agriculture, public works, libraries, health and human services, and elections.

• Antoinette Talliac, Fresno County Public Defender since 2022, fights to hire Social Workers with the Public Defender's Office for a more holistic defense and to facilitate clients' successful reentry in the community.

• Tricia Gonzalez, Deputy Director, Child Welfare Division, Fresno County Department of Social Services has over 27 years of experience in areas such as Long-Term Foster Care and Dependent-related Emergency Response.

• Margaret Jackson, Executive Director of Cultural Brokers, Inc., is a licensed clinical social worker with over 30 years of experience working with families involved, or at risk of being involved, with the child welfare system.

• Jennifer Leahy is the Director for Project Rebound, a support program at California State University, Fresno (CSU Fresno) for students formerly incarcerated and a CSU Fresno Department of Criminology instructor.

• Doreen Eley is the Assistant Director, Resident Empowerment which supports residents in all Fresno Housing programs promoting Quality Housing, Engaged Residents, and Vibrant Communities.

• Stephen Rusconi, Business Manager of the District Attorney's Office, has been involved in all aspects of the grant process for more than 25 years; the District Attorney's Office has extensive experience in multiple reentry programs.

• Mario A. Gonzalez, JD., Deputy Director and has worked as a victim advocate, DOJ OLAP Accredited Representative, and program

manager for more than 19 years of Centro La Familia which serves more than 15,000 clients in Fresno County to promote culturally responsive holistic approaches for Victim Services, Immigration, Family Strengthening, and Health, Wellness, and Economic Stability.
• Rachel Capello, Special Agent in Charge of the California Office of Attorney General, California Department of Justice for 23 years of which, 12 years are in management. Currently managing the Bureau of Investigation, Fresno Regional Office.
• Sheri Wiendenhoefer, Program Director of Community Justice Center, an evidence-based program of restorative reentry services through community support.
• Susan Holt, Director, Fresno County Behavioral Health, works closely with the court system, public health services, law enforcement, and medical providers to develop solutions and provide care for persons involved in the justice system.
• Russell Duran, Fresno County Sheriff Captain, oversees the Jail Operations and has 20 years of law enforcement experience of which 15 years are in jail classifications.
3.2. The JAG Steering Committee is comprised of the current members of the JAG Steering Committee for the grant cycle 2019-2022. To form the Steering Committee, Probation contacted its traditional criminal justice partners and other County departments, provided an overview of JAG, explained the role of the Committee, and invited them to participate. To recruit non-traditional members, such as faith-based and community-based agencies, recommendations were requested from the traditional criminal justice partners. Next, Probation invited the recommended members to participate. It was announced and agreed upon by the Steering Committee that each agency would have equal say in the decision-making process. In the end, commitment was secured from all invited.
3.3 Partners include a balanced representation of both traditional and non-traditional stakeholders. The Local JAG Steering Committee is comprised of criminal justice stakeholders such as the Public Defender's Office, the District Attorney's Office, the Sheriff's Office as well as a chaplain, faith-based and community-based organizations, county departments such as Social Services and Behavioral Health. All has years of experience advocating and supporting individuals to be self-sufficient and empowered to live a more productive life. The Steering Committee is comprised of 14members and includes traditional criminal justice stakeholders (Sheriff's, Public Defender's, and District Attorney's Offices, Probation, Fresno Superior Court), other County departments (Behavioral Health and Social Services), and non-traditional stakeholders such as educators, advocacy groups, and community-based (Community Justice Center) promote the development of cooperative dispute resolution and justice programs within the institution of church and society; California State University, Fresno's Project Rebound assists those formerly incarcerated integrate into successfully society via education; Centro La Familia offers social service and education programs in rural and urban areas; Cultural Brokers addresses concerns related to disproportionality and disparities of the child welfare system; Fresno Housing Authority helps low and moderate income households afford

safe, quality housing).
3.4. Every committee member was notified in advance and in the same manner of meetings and was given equal voting rights. Each agency, regardless of number of representatives present, was given 1 vote. At the end of the group discussion, a vote was taken, and the project need and services to be provided to address the community need were identified and unanimously approved.
3.5 At the request of the Probation Department, committee members were provided the opportunity to recommend a community need that is related to one or more of the five JAG PPA, offer solutions, and seek out a detailed resolution. Based upon the Department's existing and productive collaboration with the committee members, the Committee came together in two meetings. At these meetings the Committee identified priorities and community needs, determined the intervention type needed to address the need, developed the strategy to address the need, and identified the project and services to be provided to address the community need. After group discussion, the project need, specific target population, and project strategy were determined.
3.6. Probation collaborates with the members regularly in a myriad of ways such as: With the District Attorney's Office to advocate in the courtroom for community safety and the rehabilitation of youth in delinquency proceedings; to provide accurate records of law enforcement contact and court outcomes.
With the Departments of Behavioral Health (DBH) and Social Services (DSS) to approve/deny cases due to mandates of Short-Term Residential Therapeutic Program (STRTP) placements; to screen cases for SB 163 Wraparound services, which are intensive services that help support the family and avoid out of home removal.
With DSS, DBH, and Centro La Familia to collaborate on cases regarding youth at risk or identified as victims of human trafficking.
With DSS to jointly supervise a youth on Deferred Entry of Judgment (DEJ) probation, where the minor remains a 300 dependent, under the care, custody, and control of DSS but is supervised; to share information sharing regarding the youths' social, emotional, educational, and physical history.
With DBH to discuss the youth's mental health (MH) prior to making the appropriate recommendation in MH Court, which is designed to serve human trafficking victims. With the Fresno Superior Court to identify issues impacting youth and services needed for the minor's rehabilitation, to enforce the Court's orders and bring any violations to the Court's attention, to provide in-depth social study reports to the Court, to provide feedback during hearings for the Court, District Attorney's, or Public Defender's Offices, to support Youth Court, a diversion program for participants designed to redirect their paths, involve victims, and offer mediation.
With Community Justice Center to provide restorative justice services to juveniles.
With the Public Defender, District Attorney, and Sheriff's Office, Probation as the Chair of the Community Corrections Partnership develops a local implementation plan and address the major issues involved with AB 109 and public safety realignment.
With the Sheriff's Office, County Administrative Office, District

Attorney's Office as well as Coroner, Fresno Police Department, and American Ambulance, Probation is a member of the Justice Workgroup to address cohesive law enforcement action to suicidal behaviors and provide resources for the community.

3.7. The Committee's ongoing role throughout the project will be to review the progress of the project and provide oversight. Therefore, the Committee plans to meet quarterly the first year and quarterly or twice a year the two subsequent years.

Section IV: Capabilities and Qualifications

4.1. Fresno County Probation has been utilizing evidence-based practices in their supervision of medium and high-risk participants for many years. Probation utilizes the evidence-based STRONG-R assessment tool to identify individual's risk to reoffend, to identify the individual's stabilization and criminogenic needs, and to develop a case plan. Our supervision staff are trained in evidence-based practices as well as MI. The Department is currently in process of implementing EPICS.

4.2. Turning Point, the contracted case management service provider, was chosen through a Request for Proposal process in accordance with Fresno County Purchasing requirements. The provider has a proven track record of providing case management to individuals in the criminal justice system as well as with those involved or previously involved in gang activity. In addition, the provider has demonstrated success in providing case management services designed to address the stabilization and criminogenic needs of these individuals.

A wide range of services are used to meet the needs of participants identified through the evidence-based needs assessment. There are many agencies in the community as well as County departments that have a strong history in providing services to the target population. Specifically, the services from existing County of Fresno contracts will include the following:

• Transitional Housing is currently provided by Turning Point of Central California. Turning Point currently provides transitional housing and supportive services to individuals on ARPP and AB 109 supervision within Fresno County. Turning Point has provided transitional housing services to Fresno County for approximately 10 years. In addition, the ARPP Program will issue vouchers for extended stay motels to provide a less restrictive environment for participants.

• Re-entry Employment Readiness Services is provided by B.I., Inc. The services include Employment Readiness Track consisting of Employment Skill Curriculum and Vocational Track to prepare individuals for the workplace. Once this training is complete, B.I., Inc. uses developed relationships with employers in the area to provide job placement for participants.

• Construction Apprenticeship Program is currently provided by Fresno Economic Opportunities Commission, Inc. This is a 12-week program for adult offenders that was developed using input from various trade unions and evidence-based material with the aim of preparing and placing participants in various construction industry jobs. The cognitive behavioral therapy program "Thinking for a Change" is incorporated into this program.

Participants in need of mental health and substance abuse services will be referred to the County's Behavioral Health Department. The Behavioral Health Department will provide services at both pre- and post-release.

The Fresno Housing Authority has reserved eleven housing vouchers annually to provide rental assistance enabling recipients to secure affordable, quality, permanent housing in diverse neighborhoods throughout Fresno County.

A variety of other community programs, including mentoring, educational outreach, and interactive journaling, are used to obtain the needed services for the participants in the program. These services will be chosen based on the ability of the agency to meet the needs of the participants.

4.3. The Probation Department chairs the Community Corrections Partnership's Executive Committee, to implement AB 109, and is comprised of the Sheriff's, District Attorney's, and Public Defender's Offices, Department of Behavioral Health, Fresno Superior Court, and Fresno Police Department. To provide educational services for incarcerated youth in the Juvenile Justice Campus, Probation has an excellent and productive relationship with Fresno County Office of Education, Focus Forward, Boys and Girls Club, school districts and police departments of the cities nearby.

4.4. Case management services will be contracted based on a plan to provide one manager per 40 participants. One DPO will be assigned to this program to supervise the individuals and work with the case managers to meet the goals of the program.

4.5. The Project Manager has been with Probation for more than 30 years. As a Deputy Chief Probation Officer (DC) the last 11, she has overseen the Adult/AB109 Realignment, Juvenile, Juvenile Justice Campus (JJC) Detention Facility, Personnel Development and Research Division, and the Adult Divisions, and is currently responsible for 101 employees.

The Manager who will oversee this program has been with Probation for more than 25 years. As an Assistant Deputy Chief Probation Officer (ADC) the last nine, he has supervised the staff in the JJC Detention Facility and oversaw the Department's training for its peace officers as the Training ADC, while also functioning as the JJC Personnel ADC. As the supervisor for the Adult Field Special Services Unit, he currently supervises 15 staff. This unit supervises high-risk and specialized caseloads.

The DPO working directly with the participants and partners has been with Probation more than 25 years. For the last two years he has been assigned to the ARPP, prior to this assignment he worked with the JJC Detention Facility as a Senior Group Counselor, DPO assigned to school campuses, Adult AB109 Realignment, and the Adult Field Services Domestic Violence Unit.

4.6. The DPO is responsible for day-to day oversight of the program with the assistance of the ADC. The ADC is consulted and approves extraordinary cases requesting assistance beyond standard needs for service expenditures.

4.7. This proposal is requesting funding to support the ARPP program developed and implemented in the prior grant cycle. If awarded funding, the Fresno County Probation Department is

prepared to resume providing services. All contracts are in effect, except for the motel vouchers for extended stay transitional housing and the Batterer's Intervention Program. These are new interventions we are proposing and would require the appropriate purchasing/acquisition method to be determined and applied.

Section V: Project Evaluation and Monitoring

5.1. Assessing whether the identified needs from the case plan are met will determine the effectiveness of providing case management services to the participants. Caseworkers will be required to utilize a case management system and document all services provided to each participant and all activities conducted for each participant to meet his/her stabilization and criminogenic needs as identified on their evidence-based assessment. Probation utilizes a case management system to track individuals on probation and their progress. It is proposed that observations (i.e., assessments of each of the stabilization and criminogenic needs being tracked as described in Section 5.2) be taken at four time points every 12 months. Those time points will be Point 1- Baseline before Treatment (i.e., at time of initial pre-release assessment), Point 2- 3 months, Point- 3- 6 months, and Point 4- 12 months. The DPO assigned to this program will be dedicated entirely to this program.

The DPO will be funded by this grant and all duties performed by the DPO will be for this program. The DPO will monitor the services provided in the case management contract and collaborate with case managers to meet the goals of the program.

Our contracted research partner, California State University, Fresno Criminology Department, will utilize the Mixed Methods and Quasi-Experimental research designs to conduct the Local Evaluation Plan and the Final Local Evaluation Report. It is not expected that random assignment to conditions is either feasible or appropriate; thus, the need for adopting a quasi-experimental design. A Mixed Methods design integrates both qualitative analyses and quantitative statistics. The qualitative component will be comprised of Triangulation and/or Explanatory techniques, surveys, semi-structured interviews and focus groups with clients, Case Managers, and persons with direct involvement in the program from the various criminal justice and service provider partners (i.e., generally, those departments and agencies represented on the local JAG Steering Committee). These assessments will be repeated for every year of the program's existence. Pre and multiple post-data points will increase the likelihood of detecting the effects of changes in criminogenic needs on recidivism. Further, such an observational strategy provides important statistical benefits by increasing the number of data points and thus increasing the power of subsequent statistical analyses. These data point observations are largely for statistical and evaluative purposes (i.e., to detect individual level changes); they are independent of any schedule that may be instituted by Case Managers, Deputy Probation Officers, and other service providers for purposes of monitoring individual clients. There will also be participants who recidivate, "drop-out", or no longer fall under the jurisdiction of the program (evaluation of some of these individuals may require their voluntary participation). Data from these qualitative sources will pertain to areas such as program satisfaction,

perceived program success, program strengths and weaknesses, etc. Results of the qualitative data collection may also contribute to the quantitative analyses. The quantitative assessment will include descriptive statistics and, where appropriate, multiple regression analyses, calculation of Pearson's correlation coefficients (the degree to which two variables are linearly related), Cohen's Kappa coefficient and/or Intraclass correlations (to assess interrater reliability, i.e., a measure of quality assurance, if needed). Finally, a number of cognitive and psychometric assessment tools will be considered for inclusion in the evaluation. These may include such tests as the Level of Service Inventory-revised, Psychological Inventory of Criminal Thinking Styles, the Criminal Thinking Scale, and the Criminal Cognition Scale.
5.2. The goals of the ARPP are to reduce recidivism and improve public safety. The assessment and case plan will result in the identification of such critical factors as Job Training/Employment, Education, Substance Abuse Treatment, Life/Coping Skills, Mental Health Services, Antisocial Cognitions, Family/Marital Relations, Leisure/Recreational Activities, Housing, and Food Security, among others. These critical factors will comprise the program objectives (i.e., specific measurable accomplishments intended to advance program goals). The following criminogenic and stabilization needs will be tracked: 1) Education 2) Community Employment 3) Friends 4) Residential 5) Family 6) Alcohol/Drug Use 7) Mental Health 8) Aggression 9) Attitudes/Behaviors 10) Coping Skills.
5.3. Addressing the participant's needs as identified in the assessment and the designed case plan will determine the participant's success/failure in the project. During and after completion of the program, the individual's recidivism will be tracked. Achievement of the objectives will be by measuring, for example, the extent to which we are able to provide housing for those who do not have it, employment, or job training for those who need it, coping skills for those who have none, and so on. Ultimately, we will determine which of these needs, and in what combination, are most important in reducing recidivism.

Budget Instructions

Applicants are required to submit a Proposal Budget and Budget Narrative (Budget Attachment). Upon submission the Budget Attachment will become Section 6: Proposal Budget (Budget Tables & Narrative) making up part of the official proposal. The Budget Attachment must be filled out completely and accurately. Applicants are solely responsible for the accuracy and completeness of the information entered in the Budget Table and Budget Narrative. The grant budget must cover the entire grant period. For additional guidance related to grant budgets, refer to the BSCC Grant Administration Guide. The Budget Attachment is provided as a stand-alone document on the BSCC website at http://www.bscc.ca.gov/s_bsccjag/.

JAG Budget Attachment

2022-JAG-Budget-Attachment_Final.xlsx

SECTION IV - MANDATORY ATTACHMENTS	**This section list the attachments that are required at the time of submission. Criteria for Non-Governmental Organizations Receiving BSCC Grant Funds (Appendix C) Project Work Plan (Appendix D) JAG Steering Committee Roster (Appendix E) Letter of Agreement or Operational Agreement (Appendix F and G) Certification of Compliance with BSCC Policies on Debarment, Fraud, Theft, and Embezzlement (Appendix K)**

Criteria for Non-Governmental Organizations Receiving Grant Funds (Appendix C)

Appendix-C-Criteria-for-Non-Governmental-Organizations.pdf

Project Work Plan (Appendix D)

Appendix-D-Project-Work-Plan_.pdf

JAG Steering Committee Roster (Appendix E)

Appendix-E-JAG-Steering-Committee-Roster.pdf

Letter of Agreement (Appendix F)

Appendix-F-Letters-of-Agreement.pdf

Sample Operational Agreement (Appendix G)

Appendix-G-Operational-Agreements.pdf

Certification of Compliance with BSCC Polices On Debarment, Fraud, Theft, and Embezzlement (Appendix K)

Appendix-K-BSCC-Policies-on-Debarment-Fraud-Theft-and-Embezzlement.pdf

OPTIONAL: Governing Board Resolution	n/a
OPTIONAL: Bibliography	n/a
CONFIDENTIALITY NOTICE:	**All documents submitted as a part of the Edward Byrne Memorial Justice Assistance Grant Program proposal are public documents and may be subject to a request pursuant to the California Public Records Act. The BSCC cannot ensure the confidentiality of any information submitted in or with this proposal. (Gov. Code, § 6250 et seq.)**

Appendix C: Criteria for Non-Governmental Organizations Receiving BSCC Grant Funds

The Edward Byrne Memorial Justice Assistance Grant (JAG) Program Request for Proposals (RFP) includes requirements that apply to non-governmental organizations that receive funds under this grant. All grantees are responsible for ensuring that any contracted third parties continually meet these requirements as a condition of receiving JAG funds. The RFP describes these requirements as follows:

Any non-governmental organization that receives JAG funding (as either subgrantee or subcontractor) must:

- Have been duly organized, in existence, and in good standing for at least six (6) months prior to the effective date of its fiscal agreement with the BSCC or with the JAG grantee;
    - Non-governmental entities that have recently reorganized or have merged with other qualified non-governmental entities that were in existence prior to the six-month date are also eligible, provided all necessary agreements have been executed and filed with the California Secretary of State prior to the start date of the grantee subcontractor fiscal agreement;
- Be a nonprofit and recognized by the Internal Revenue Service as a 501(c)(3) organization;
- Be registered with the California Secretary of State's Office;
- Have an Employer Identification Number (EIN) or Taxpayer ID (if sole proprietorship);
- Have a valid business license, if applicable;
- Have any other state or local licenses or certifications necessary to provide the services requested (e.g., facility licensing by the Department of Health Care Services), if applicable; and
- Have a physical address in the State of California.
    - An agent for service of process with a California address is insufficient.

In the table below, provide the name of the Grantee and list all contracted parties.

Grantee: Fresno County

Name of Contracted Party	Address	Email / Phone	Meets All Requirements
Turning Point of Central California	615 S. Atwood St., Visalia, CA. 93277	info@tpocc.org (559)732-8086	Yes x No ☐
B.I., Inc dba BI Correctional Services, Inc	3636 N. First St., Ste 121, Fresno, CA 93726	hsanchez@geogroup.com/ 559-365-5308	Yes x No ☐
Fresno Economic Opportunities Commission	1920 Mariposa Mall, Fresno, CA	www.FresnoEOC.org (559)263-1000	Yes x No ☐
HandsOn Central California, Inc.	1625 E. Shaw Ave. Ste. 160, Fresno, CA 93710	info@handsoncentralcal.org (559) 237-3101	Yes x No ☐
California State University, Fresno (CSU, Fresno) Department of Criminology Fresno Foundation	5150 N. Maple Ave., Fresno CA 93740	penglish@csufresno.edu (559)278-2329	Yes x No ☐

Grantees are required to update this list and submit it to the BSCC any time a new third-party contract is executed after the initial assurance date. Grantees shall retain (on-site) applicable source documentation for each contracted party that verifies compliance with the requirements listed in the JAG RFP. These records will be subject to the records and retention language found in Appendices A and C of the Standard Agreement.

Unless prior approval is obtained, the BSCC prohibits disbursement or reimbursement to any NGO that does not meet the requirements listed above and for which the BSCC does not have a signed grantee assurance on file.

A signature below is an assurance that all requirements listed above have been met.

12/2/2022

AUTHORIZED SIGNATURE (This document must be signed by the person who is authorized to sign the Grant Agreement.)			
NAME OF AUTHORIZED OFFICER Kirk Haynes	TITLE Chief Probation Officer		TELEPHONE 559-600-1298
STREET ADDRESS 3333 E. American Ave., Ste. B	CITY Fresno	STATE CA	ZIP CODE 93725
EMAIL ADDRESS khaynes@fresnocountyca.gov			

Appendix D: Project Work Plan Instructions

JAG applicants must complete a Project Work Plan. This Project Work Plan identifies measurable goals and objectives, activities and services, the responsible parties, and a timeline (see template below).

Completed Project Work Plans should (1) identify the project's top goals and objectives; (2) identify how the top goals will be achieved in terms of the activities, responsible staff/partners, and start and end dates; and (3) provide goals, objectives, and measures with a clear relationship to the need and intent of the grant. Applicants must use the Project Work Plan Template provided below.

This Project Work Plan does not count toward the fifteen (15) numbered page limit for the Proposal Narrative. There are no margin, spacing or font restrictions for the Project Work Plan.

(1) Goal:	Prevention and Intervention		
Objectives (A., B., C…):	A. Identify participants criminogenic needs B. Provide role models successful individuals with prior law involvement C. To increase likelihood of successful re-entry by meeting one of the criminogenic needs		
Project activities that support the identified goal and objectives:		**Responsible staff/ partners**	**Timeline**
			Start Date / **End Date**
1. Case Management 2. Mentoring 3. Transitional Housing		1. Turning Point 2. HandsOn Central CA, 3. Turning Point & Contracted Motel	06/01/2023 – 06/30/2026
List data and sources to be used to measure outcomes: Numbers served through quarterly data collection			

(2) Goal:	Prevention and Intervention		
Objectives (A., B., C…):	A. Meet participants criminogenic needs to increase chances of successful re-entry B. Provide tools and assistance to transition to permanent housing C. Facilitate receipt of items needed to successfully re-enter the community as productive citizens		
Project activities that support the identified goal and objectives:		**Responsible staff/ partners**	**Timeline**
			Start Date / **End Date**
1. Assessed Needs Met 2. Permanent Housing Assistance 3. Food, Clothing, Other Items		1. Turning Point 2. Fresno County Probation 3. Fresno County Probation	06/01/2023 – 06/30/2026
List data and sources to be used to measure outcomes: Number of needs addressed, number			

(3) Goal:	Prevention and Intervention		
Objectives (A., B., C…):	A. Provide Job-specific training and certification is well paying vocations B. Provide services to participants to help prepare for, searching for, and obtaining gainful employment; and/or obtaining primary and secondary education as needed to obtain employment C.		
Project activities that support the identified goal and objectives:		Responsible staff/ partners	Timeline
			Start Date / End Date
1. Construction Apprenticeship Program 2. Re-Entry Employment Readiness Services 3.		1. Fresno Economic Opportunities Commission 2. BI, Inc.	06/01/2023 – 06/30/2026

Appendix E: JAG Steering Committee Roster

Local JAG Steering Committee – County of Fresno

Name	Title	Agency/Organization	Phone Number	Email Address
Kirk Haynes	Chief Probation Officer	Probation Department	559-600-1294	khaynes@fresnocountyca.gov
Samantha Buck	Deputy County Administrative Officer	County Administrative Office	559-600-1231	sbuck@fresnocountyca.gov
Antoinette Taillac	Public Defender	Public Defender's Office	559-600-4846	ATaillac@fresnocountyca.gov
Kelly Pelletier	Grants Manager	Fresno Superior Court	559-457-4928	kpelletier@fresno.courts.ca.gov
Tricia Gonzalez	Deputy Director	Department of Social Services	559-600-2306	gonzapd@fresnocountyca.gov
Margaret Jackson	Executive Director	Cultural Brokers, Inc.	559-824-4724	mjackson@culturalbrokerfa.com
Rachel Capello	Special Agent in Charge	California Department of Justice	559-312-9270	Rachel.capello@doj.ca.gov
Jennifer Leahy	Director	Project Rebound, CSU, Fresno	559-760-7137	projectrebound@g.mailfresnostate.edu
Doreen Eley	Assistant Director Housing Program	Fresno Housing Authority	559-443-8431	deley@fresnohousing.org
Mario Gonzalez	Deputy Director	Centro La Familia	559-237-2961 ext. 150	MGonzalez@centrolafamilia.org
Stephen Rusconi	Business Manager	District Attorney's Office	559-600-4447	SRusconi@fresnocountyca.gov
Sheri Wiedenhoefer	Program Director	Community Justice Center	559-600-9058	Sheri@communityjusticecenter.com
Russell Duran	Sheriff's Captain	Sheriff's Office	559-600-8441	Russell.duran@fresnosheriff.org
Susan Holt	Director	Department of Behavioral Health	559-600-9058	sholt@fresnocountyca.gov

Project Budget and Budget Narrative		
2022 JAG Program	**Applicant County:** Fresno	
Project Budget		
Note: This table will auto-populate based on the information entered in the sections below.		
Budget Line Item		**Grant Funds**
1. Salaries and Benefits		$450,318
2. Services and Supplies		$172,500
3. Professional Services		$0
4. Non-Governmental Organization (NGO) Subcontracts		$1,978,167
5. Equipment/Fixed Assets		$50,000
6. Data Collection, Reporting and Evaluation *Must be at least 5 percent of the total grant award*		$156,846
7. Other (Travel, Training, etc.)		$30,000
8. Indirect Costs		$0
	TOTAL	**$2,837,831**

1. Salaries and Benefits		
Title	(% FTE **or** Hourly Rate) & Benefits	Grant Funds
Example (Hourly): Fiscal Manager	$60/hour x 10 hours/month x 3 years = $21,600 + benefits @ 22% = $4,752	$26,352
Example (FTE): Counselor	.25 FTE @ $60,000 x 3 years = $45,000	$45,000
Deputy Probation Officer IV	1 FTE Annual Salary $82,061 x 3 years = $246,183 + benefits @ 82.92% = $204,135	$450,318
	TOTAL	**$450,318**

Salaries and Benefits Narrative:
The costs are for a Deputy Probation Officer (DPO) that will be 100% dedicated to this program. The DPO assigned to this program will work with the case manager to address the needs of the participants, help ensure their progress, and meet the goals of the project. Regular meetings will be held with the DPO and case manager. The DPO will also be a part of the multi-disciplinary meetings every two weeks prior to release to review the transition plan and make any necessary changes.

MOD x APPROVAL DATE:

2. Services and Supplies		
Description of Services or Supplies	Calculation for Expenditure	Grant Funds
Example: Supportive Services (bus passes, gas car	$350 x 50 Participants	$17,500
Rent deposit and incentive	Rent/deposit and incentive $2500 x 11 participants=$27,500 x 3 years = $82,500	$82,500
Clothing, Food, Transportation, and	$150- $600 per ADC approval $600 x 50 participants = $30,000 x 3 years=$90,000	$90,000
other items for participants		
	TOTAL	**$172,500**

Services and Supplies Narrative:
The Rent/Deposit and Incentive funds will be used to provide for a rent/deposit to assist the participants in obtaining any permanent housing whether through Housing

Authority's dedicated eleven vouchers or elsewhere and to provide an incentive to the landlord to provide housing to the participants. Clothing, Food and Transportation funds will be used to help the participant upon being released from jail when needed. This funding will also be used to help the participants purchase clothing, footwear, and equipment as required for employment beginning at a base of $150, but can be expanded to no more than $600 per individual with Assistant Deputy Chief Probation Officer (ADC) approval.

MOD x APPROVAL DATE:

3. Professional Services

Description of Professional Service(s)	Calculation for Expenditure	Grant Funds
Example: Public Defender	Statewide Program Rate	
	TOTAL	**$0**

Professional Services Narrative:

MOD x APPROVAL DATE:

4. Non-Governmental Organizations (NGO) Subcontracts

Description of Subcontract	Calculation for Expenditure	Grant Funds
Example: Private Industrial Council	Training Class $450 x 25 participants	$11,250
Case Management Services	Case Management Services for up to 120 program participants annual=$301,490 x 3 years= $904,470	$904,470
Transitional Housing	Motel extended stay up to 90 days @ $120 per day for 10 participants ($108,000), 2 beds @ $67.55 per night X 365 ($49,311.50) annual = $157,312 x 3years = $471,936	$471,936
Re-entry Employment Readiness Services	Provide program to a miminum of 30 participants annual $69,237 x 3= $207,711	$207,711
Construction Apprenticeship Program	Serve a minumum of 25 individuals per year $69,000 x 3 years= $207,000	$207,000
Mentoring Program	Provide mentors for up to 40 program participants annually =$40,000 x 3years= $120,000	$120,000
Batterer's Intervention Program	Enrollment/ Workbook/Certificate $155*10= $1,550, Wkly sessions 10*52*$40= $20,800 annual x 3 years= $67,050	$67,050
	TOTALS	**$1,978,167**

Non-Governmental Organizations (NGO) Subcontracts Narrative:

The contracted Case Management Services will provide individualized case plan developed after the completion of an evidence-based risk needs assessment. The case manager will assist the participants in obtaining the necessary services to address their stabilization and criminogenic needs. Contracted Transitional Housing will be provided to enable participants of the program to secure housing, meals, and support. An alternative transitional housing option will be available for up to 90 days extended stay at motel(s). While utilizing transitional housing, participants will be making arrangements for permanent housing and participants needs identified in their case plan are being addressed. Contracted reentry employment readiness services will prepare the participants for the workplace. Upon completion of this training, the contractor has developed relationships with a number of employers in the area to provide job placement for these individuals. They also provide the National Institute of Corrections integrated cognitive behavior change program "Thinking for a Change" for the participants of this program. The Construction Apprenticeship Program will provide a construction apprenticeship program for participants. The 12-week construction apprenticeship program for adult offenders was developed using input from various trade unions and evidence-based material with the aim of preparing and placing participants in various construction industry jobs. The cognitive behavioral therapy program "Thinking for a Change" is also incorporated into this program. The contracted mentoring program will provide mentors for participants that will support, motivate, relate to, and encourage the participant toward success. Funding will provide enrollment, materials, certificates, and weekly sessions for participants court-ordered to complete a Batterer's Intervention Program.

MOD x APPROVAL DATE:

5.Equipment/Fixed Assets

Description of Equipment/Fixed Asset	Calculation for Expense	Grant Funds
Example: Purchase of Vehicle	Toyota Prius @ Market Value	$24,000
Purchase of Vehicle	Ford Explorer	$50,000
	TOTALS	**$50,000**

Equipment/Fixed Assets Narrative:

Provide DPO with transportation that will be used to monitor and faciliate the programs and services offered to participants and assist with program participation as needed.

MOD x APPROVAL DATE:

6. Data Collection and Progress Reporting
Must be at least 5 percent of the total grant award

Description	Grant Funds
Example: Data Collection & Reporting Efforts @ 5%	$10,329
Evaluation of Program - California State Univerisity, Fresno Department of Criminology $52,282 annually x 3 years = $156,846	$156,846
TOTAL	**$156,846**

Data Collection and Progress Reporting Narrative:
Must be at least 5 percent of the total grant award

California State University, Fresno Department of Criminology will prepare the local evaluation plan and final local evaluation plan and assist in obtaining and collecting data needed to evaluate the effectiveness of the program.

MOD x APPROVAL DATE:

7. Other (Travel, Training, etc.)

Description	Calculation for Expense	Grant Funds
Example: Training Classes	$500/partipant x 30 participants	$15,000
Vehicle Maintenance Cost	Estimated vehicle maintenance and gas estimated at $10,000 annually x 3 years	$30,000
TOTAL		**$30,000**

Other (Travel, Training, etc.) Narrative:

Provides for maintenance and gas costs for the assigned DPO vehicle utilized for transportation that will be used to monitor and faciliate the programs and services offered to participants and assist with program participation as needed.

MOD x APPROVAL DATE:

8. Indirect Costs

For this grant program, indirect costs may be charged using only **one** of the two options below:				Grant Funds
Option 1) Indirect costs will be charged using a Federally approved Negotiated Indirect Cost Rate (NICR). Enter your approved NICR percentage as a number (e.g., 25, 31, 32.25) in cell E277. Your project indirect costs cannot exceed the total shown in cell G277. If using Option 1, enter the amount to be charged to indirect costs in cell H277. ***If the amount entered in H277 turns red, please adjust it to not exceed the line item limit noted in G277**	0%	$2,837,831	$0	$0
Option 2) Indirect costs will be charged using the Federal De Minimis, 10% of Modified Total Direct Costs, calculated as 10% multiplied by (total direct costs, minus equipment, plus up to the first $25,000 of each subcontract (cell F278)). If using the Federal De Minimus, your project indirect costs cannot exceed the total shown in cell G278. If using Option 2, enter the amount to be charged to indirect costs in cell H278. ***If the amount entered in H278 turns red, please adjust it to not exceed the line item limit noted in G278**	10.00%	$2,787,831	$0	$0
			TOTAL	**$0**

Indirect Costs Narrative:

Section VIII: Project Budget and Budget Narrative		
2022 JAG Progam	**Applicant County:**	Fresno
Program Purpose Area Allocations		

Applicants must allocate all JAG grants funds to one or more of the Program Purpsose Areas (PPA) as described in the Request for Proposal. No JAG funds may be expended outside of the JAG priority PPAs. For the purposes of proposal scoring, no PPA shall carry more weight than another. The totals for each year in the Program Purpose Area (PPA) Funding Table must equal the total grant funds requested.

Program Purpose Area Funding Table	Total Grant Award
Total Grant Funds Requested	$2,837,831
1. Law Enforcement Programs	
2. Prosecution and Court Programs	
3. Prevention and Education Programs	$2837831
5. Drug Treament and Enforcement Programs	
8. Mental Health and Related Law Enforcement and Corrections Programs	
PPA allocations must equal the total grant funds requested:* **Totals**	**$2,837,831**

** If PPA allocation totals show as red font, they do not equal the amount of grant funds requested as required.*

Project Budget Table	
Budget Line Item	**Grant Funds**
1. Salaries and Benefits	$450,318
2. Services and Supplies	$172,500
3. Professional Services	$0
4. Non-Governmental Organization (NGO) Subcontracts	$1,978,167
5. Equipment/Fixed Assets	$50,000
6. Data Collection, Reporting and Evalutation *Must be at least 5 percent of the total grant award*	$156,846
7. Other (Travel, Training, etc.)	$30,000
8. Indirect Costs	$0
TOTAL	**$2,837,831**

APPENDIX A: JAG EXECUTIVE STEERING COMMITTEE ROSTER

2022 JAG Executive Steering Committee

	Name	Title	Organization
1	Linda Penner (Chair)	Chairperson	Board of State and Community Corrections
2	Mark Delgado	Executive Director	Los Angeles County's Countywide Criminal Justice Coordination Committee, Los Angeles County
3	Eric Durnell	Ph. D. Candidate	Social Psychology, California State University, San Francisco, San Francisco County
4	David Fernandez	Senior Special Agent	California Department of Corrections and Rehabilitation, Sacramento County
5	Robin Lipetzky	Public Defender	Contra Costa County
6	Lyle Martin	Police Chief	Bakersfield Police Department, Kern County
7	Steven Meinrath	Attorney	Sacramento County
8	Debbie Paolinelli	Assistant County Administrative Officer	Fresno County
9	Jonathan Raven	Chief Deputy District Attorney	Yolo County
10	Darren Thompson	Sheriff-Coroner	San Benito County
11	Erik Upson	Police Chief	Benicia Police Department, Solano County
12	Erica Webster	Master's Candidate	Luskin School of Public Affairs, University of California Los Angeles, Los Angeles County
13	Charles White, Ph. D.	Director, Criminal Justice	Azusa Pacific University, San Diego County

MARIPOSA COUNTY RESOLUTION NO. _____

ADOPT A RESOLUTION TO PARTICIPATE IN THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE FEDERAL GRANT PROGRAM (JAG), ALSO KNOWN AS, THE DRUG ENFORCEMENT TEAM EFFECTIVE JUNE 1, 2023 TO DECEMBER 31, 2026

WHEREAS, the Mariposa County Board of Supervisors desires to participate in the Drug Enforcement Team Program supported by the Federal Edward Byrne Memorial Justice Assistance Grant (JAG) Program and administered by the Board of State and Community Corrections (hereafter referred to as the BSCC), for the grant period dated June 1, 2023 to December 31, 2026; and

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors Chair is authorized on behalf of this Governing Board to accept the JAG funding awarded by BSCC, in an amount, not to exceed $654,615.00 during the three-year grant period and sign the grant application and agreement with the BSCC to accept funding, including any amendments, modifications or extensions thereof, subject to approval as to legal form by County Counsel.

BE IT FURTHER RESOLVED that federal grant funds received hereunder shall not be used to supplant expenditures controlled by this body.

BE IT FURTHER RESOLVED that the Mariposa County Probation Department, as the implementing agency and the Mariposa County Sheriff's Department and Mariposa County District Attorney's Office, as the partnering entities, agree to abide by the statutes and regulations governing the Federal Edward Byrne Memorial Justice Assistance Grant (JAG) Program, as well as the terms and conditions of the Grant Agreement as set forth by the BSCC.

PASSED, APPROVED, AND ADOPTED by the Governing Board of Mariposa County in a meeting thereof held on _____ by the following vote:

AYES:
NOES:
ABSTAINED:
EXCUSED:

_____
Miles Menetrey, Chair

ATTEST:

_____
Danielle Bondshu, Clerk of the Board

APPROVED AS TO FORM:

_____
Steven W. Dahlem, County Counsel

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-343

MEETING:	June 20, 2023
TO:	The Board of Supervisors
FROM:	Dallin Kimble, County Administrative Officer
RE:	Adopt a Resolution Adopting the 2023-24 Fiscal Year Budget and Authorizing Certain Actions in Order to Implement the Fiscal Year 2023-24 (FY24) Budget

---

RECOMMENDATION AND JUSTIFICATION

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

The Resolution delegates authority to the Auditor, County Administrative Officer, and department heads to take certain actions to administer the adopted budget.

The Board reviewed the FY24 recommended budget at a public hearing on June 13, 2023. The final budget consists of the recommended budget, vehicle list, and employee allocations.

California Government Code Sections 29089 and 29090 provides that the adoption of the Final Budget may be accomplished by referencing the Final Budget document rather than specifically including the numerical information in the resolution itself. It is recommended that the Board adopt the Fiscal Year 2023-24 budget by reference. A budget adopted by reference rather than by specific designation has the same effect and is governed by the same legal requirements.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board adopts a budget resolution annually. The most recent action was Resolution 2022-390, adopted on June 28, 2022, to approve the Fiscal Year 2022-2023 budget.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

The County is required to have an adopted Final Budget each fiscal year.

FINANCIAL IMPACT

This action will adopt allocations for all funds as consented upon in the June 13, 2023, public hearing on the budget.

ATTACHMENTS

1. **FY24 Final Budget Resolution**

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District I Supervisor Rosemarie Smallcombe
SECONDER:	District II Supervisor Shannon Poe
AYES:	District II Supervisor Poe, District I Supervisor Smallcombe, District IV Supervisor Forsythe, District V Supervisor Menetrey, District III Supervisor Toso
ABSTAIN:	None

MARIPOSA COUNTY RESOLUTION NO. _____

ADOPTING THE 2023-2024 FISCAL YEAR BUDGET AND AUTHORIZING CERTAIN ACTIONS IN ORDER TO IMPLEMENT THE FISCAL YEAR 2023-2024 BUDGET

WHEREAS, the Recommended Budget for the County of Mariposa, State of California, for the Fiscal Year 2023-2024 (FY24) was prepared, made available for distribution, and distributed according to law; and

WHEREAS, notice that the Recommended Budget was prepared and made available for distribution and specifying the time and place of hearing for the purpose of fixing the Recommended Budget and was published for the time and in the manner required by law; and

WHEREAS, a hearing upon the Recommended Budget was held, at which hearing the items of the budget were considered and discussed, and the hearing having been continued from day to day, and there being no requests or applications on file with the Board of Supervisors for further hearing, and the Board having declared the hearing concluded, and this being the time for the adoption of the Final Budget of Mariposa County for FY24.

NOW, THEREFORE, BE IT RESOLVED that the recommended budget of the County of Mariposa for the Fiscal Year 2023-24 be and hereby is adopted as the Final Budget for the Fiscal Year 2023-24 for all funds governed by the Board of Supervisors, which document is adopted by reference, as provided for by Government Code 29090, and made a part of this resolution.

BE IT FURTHER RESOLVED, that the Board of Supervisors herein delegates certain authorities and provides direction concerning the administration of the budget for FY24.

1. The Auditor is authorized to allow for cash flow financing of capital projects from the General Fund and related reserve funds, as required.

2. The Auditor may transfer budgeted benefits among the various budget units as necessary to ensure that all benefit costs are covered.

3. The Auditor may transfer appropriations for Accrued Benefits and Unemployment Insurance as required, up to the total authorized amount for these purposes.

4. The Auditor is authorized to pay year-end expenses from the budget of the year in which the expenses were incurred, in accordance with the policy adopted by the Board of Supervisors in the Fiscal Year of 1997-1998.

5. Departments shall be responsible for budgets by object expense (category) without prior approval by the Board of Supervisors.

6. Administration shall adjust existing positions and allocations of existing positions to be consistent with the adopted Final Budget for FY24 without further action by the Board of Supervisors.

BE IT FURTHER RESOLVED, that the Auditor is authorized to adjust each fund as necessary to balance the funds and the budget, and if necessary, to balance any fund by reducing said fund's general reserve; and

BE IT FURTHER RESOLVED, that the Auditor shall compile and publish the Final Budget which by this reference is made part hereof, and said document meets the minimum requirements set forth in Section 29089 of the California Government Code.

PASSED AND ADOPTED by the Board of Supervisors of the County of Mariposa, State of California on this 20th day of June, 2023, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAINED:

_____
MILES MENETREY, Chair

ATTEST:

_____
DANIELLE BONDSHU, Clerk of the Board

APPROVED AS TO FORM:

_____
STEVEN W. DAHLEM, County Counsel

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: June 20, 2023

TO: The Board of Supervisors

FROM: Danielle Bondshu, Clerk of the Board

RE: Handouts Received During Departmental Presentations: Job Fair Hiring Event Flyer/Chamber of Commerce

---

RECOMMENDATION AND JUSTIFICATION

Handouts Received During Departmental Presentations: Job Fair Hiring Event Flyer/Chamber of Commerce

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board occasionally receives handouts with information from Department Heads and/or Public members.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

None.

FINANCIAL IMPACT

None.

ATTACHMENTS

1. **Job Fair**

JOB FAIR & HIRING EVENT

FRIDAY, JUNE 23, 2023

12:00 PM - 4:00 PM

Located at: Mariposa Fairgrounds
5007 Fairgrounds Rd, Building A, Mariposa, CA 95338

Hosted by Mother Lode Job Training & Mariposa Chamber of Commerce

Meet with representatives from the following and more:

MOTHER LODE Job TRAINING

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MARIPOSA COUNTY

Board of Supervisors

Local Transportation Commission LTC 23-013

MEETING: June 20, 2023

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works and Transportation

RE: Adopt a Resolution Allocating the State Transit Assistance (STA) Funds for Fiscal Year 2022-2023

RECOMMENDATION AND JUSTIFICATION

Adopt a Resolution Allocating the State Transit Assistance (STA) Funds for Fiscal Year 2022-2023.

The Local Transportation Commission (LTC) Annually Allocates State Transit Assistance (STA) Revenue from Fund 3032 to Transit Fund 6605. This Resolution Formally Approves the Transfer of Funds That Were Previously Budgeted During the Adoption of the Final Budget for Fiscal Year 2022-2023. State Transportation Assistance Funds are Provided by the State to the County for the Support of Transit Services. These Funds are Distributed by Formula to Regional Transportation Planning Agencies (RTPA), Who Then Apportion the Revenue to Support Transit Operations, Maintenance, and Capital Acquisitions.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The LTC Has Traditionally Adopted This Resolution to Allow for the Transfer of Funds from STA to the Transit Fund. Fiscal Year 2021-2022 was approved on June 21, 2022 (Resolution No. LTC 2022-14).

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If the STA Funds are not Formally Allocated by the LTC, the Revenue Would not be Available in the Transit Fund to Cover Expenditures.

FINANCIAL IMPACT

$201,023 is Transferred from STA Fund 3032 to Transit Fund 6605.

ATTACHMENTS

1. **statetransitassistanceestimate_2223_january22**
2. **statetransitassistanceestimate_sgr_2223_january22**
3. **FY 2022-23 LTC Resolution - STA**

VOTE RESULT

RESULT: **Adopted (UNANIMOUS)**
MOVER: District I Supervisor Rosemarie Smallcombe
SECONDER: District III Supervisor Danette Toso
AYES: District IV Supervisor Menetrey, District I Supervisor Smallcombe, District III

Supervisor Toso, District V Supervisor Forsythe, District II Supervisor Poe

ABSTAIN: None

MARIPOSA COUNTY
LOCAL TRANSPORTATION COMMISSION
Resolution Number 2023-013

A Resolution allocating State Transit Assistance Funds for Fiscal Year 2022-2023

WHEREAS, the Mariposa County Local Transportation Commission (LTC) is the Regional Transportation Planning Agency (RTPA) for Mariposa County; and

WHEREAS, under regulation in the California Administrative Code authorized by Title 21, Section 6753, the Commission is authorized to accept claims against and make allocations from the LTC State Transit Assistance Fund; and

WHEREAS, the LTC has received a claim from the Mariposa County Board of Supervisors for the purposes as defined in Title 21, Sections 6730 and 6731.

NOW THEREFORE BE IT RESOLVED, that the Mariposa County Local Transportation Commission does hereby allocate the available State Transit Assistance funds to the Mariposa County Transit System for Operating Expenses in the amount of $201,023.

BE IT FURTHER RESOLVED that the following findings are made by this Commission in accordance with Section 6754:

1. The proposed expenditure plan is in conformity with the Regional Transportation Plan.
2. The level of passenger fares and charges is sufficient to enable the operator or transit service claimant to meet the fare revenue requirements of Public Utilities Code Division 10, Part 11, Chapter 4, Article 4, Section 99268.2, 99268.3, 99268.4, 99268.5 and 99268.9, as they may be applicable to the claimant.
3. The claimant is making full use of federal funds available under the Federal Transit Administration (formerly UTMA, 1964).
4. The sum of the claimant's allocations from the State Transit Assistance fund and from the Local Transportation Fund does not exceed the amount eligible to be received during the fiscal year.
5. The service provided by the transit system funded with State Transit Assistance Funds, meets the high priority public transportation needs of the region.
6. Priority consideration has been given to claims to offset reductions in federal operating assistance and unanticipated increases in the cost of fuel, and to enhance existing public transportation services.
7. The operator will make a responsible effort to continue productivity improvements recommended pursuant to Public Utilities Code (PUC), Division 10, Part 11, Chapter 4, Article 3, Section 99244.

8. The operator is not precluded in any contract entered into on or after June 28, 1979, from employing part-time drivers from contracting with common carriers of persons operating under a franchise or license.

ON MOTION BY Commissioner Rosemarie Smallcombe, seconded by Commissioner Danette Toso, this resolution is duly passed and adopted this 20th day of June, 2023 by the following vote:

AYES: Smallcombe, Poe, Toso, Forsythe, Menetrey
NOES: None
EXCUSED: None
ABSTAIN: None

Wayne Forsythe, Chair
Local Transportation Commission

ATTEST:

Clerk of the Board

APPROVED AS TO FORM:

Steven W. Dahlem, County Counsel

BETTY T. YEE
California State Controller

January 31, 2022

County Auditors Responsible for State Transit Assistance Funds
Transportation Planning Agencies
County Transportation Commissions
San Diego Metropolitan Transit System

SUBJECT: Fiscal Year 2022-23 State Transit Assistance Allocation Preliminary Estimate

Enclosed is a preliminary summary schedule of State Transit Assistance (STA) funds estimated to be allocated for fiscal year (FY) 2022-23 to each Transportation Planning Agency (TPA), county transportation commission, and the San Diego Metropolitan Transit System for the purposes of Public Utilities Code (PUC) sections 99313 and 99314. Also enclosed is a schedule detailing the amount of the PUC section 99314 allocation for each TPA by operator.

PUC section 99313 allocations are based on the latest available annual population estimates from the Department of Finance. Pursuant to PUC section 99314.10, the PUC section 99314 allocations are based on the State Controller's Office (SCO) transmittal letter, Reissuance of the FY 2020-21 STA Allocation Estimate, dated July 30, 2021. Pursuant to PUC section 99314.3, each TPA is required to allocate funds to the STA-eligible operators in the area of its jurisdiction.

According to the FY 2022-23 enacted California Budget, the estimated amount of STA funds budgeted is $734,715,000. SCO anticipates the first quarter's allocation will be paid by November 30, 2022. Please refer to the schedule for the amounts that relate to your agency.

Please contact Mike Silvera by telephone at (916) 323-0704 or email at msilvera@sco.ca.gov with any questions, or for additional information.

Sincerely,

(Original Signed By)

MELMA DIZON
Manager
Local Apportionments Section

Enclosures

Local Government Programs and Services Division
MAILING ADDRESS P.O. Box 942850, Sacramento, CA 94250
3301 C Street, Suite 700, Sacramento, CA 95816

STATE CONTROLLER'S OFFICE
2022-23 STATE TRANSIT ASSISTANCE ALLOCATION ESTIMATE
SUMMARY
JANUARY 31, 2022

Regional Entity	PUC 99313 Funds from RTC Sections 7102(a)(3), 6051.8(a), and 6201.8(a) Fiscal Year 2022-23 Estimate	PUC 99313 Funds from RTC Sections 6051.8(b), and 6201.8(b) Fiscal Year 2022-23 Estimate	PUC 99314 Fiscal Year 2022-23 Estimate	Total Fiscal Year 2022-23 Estimate
	A	**B**	**C**	**D= (A+B+C)**
Metropolitan Transportation Commission	$ 39,184,873	$ 32,514,802	$ 196,846,972	$ 268,546,647
Sacramento Area Council of Governments	9,966,407	8,269,920	6,366,559	24,602,886
San Diego Association of Governments	4,864,088	4,036,120	2,188,240	11,088,448
San Diego Metropolitan Transit System	12,001,214	9,958,360	9,009,395	30,968,969
Tahoe Regional Planning Agency	549,716	456,143	58,050	1,063,909
Alpine County Transportation Commission	5,774	4,792	827	11,393
Amador County Transportation Commission	190,135	157,770	13,160	361,065
Butte County Association of Governments	1,030,967	855,476	104,727	1,991,170
Calaveras County Local Transportation Commission	229,096	190,099	5,122	424,317
Colusa County Local Transportation Commission	113,175	93,910	9,085	216,170
Del Norte County Local Transportation Commission	137,088	113,753	13,189	264,030
El Dorado County Local Transportation Commission	885,654	734,897	111,591	1,732,142
Fresno County Council of Governments	5,222,677	4,333,670	1,717,767	11,274,114
Glenn County Local Transportation Commission	150,976	125,276	7,679	283,931
Humboldt County Association of Governments	665,633	552,328	211,301	1,429,262
Imperial County Transportation Commission	946,346	785,258	160,135	1,891,739
Inyo County Local Transportation Commission	94,429	78,355	0	172,784
Kern Council of Governments	4,650,456	3,858,853	521,962	9,031,271
Kings County Association of Governments	775,979	643,891	57,102	1,476,972
Lake County/City Council of Governments	325,260	269,894	32,171	627,325
Lassen County Local Transportation Commission	140,257	116,383	12,051	268,691
Los Angeles County Metropolitan Transportation Authority	51,095,675	42,398,142	121,686,458	215,180,275
Madera County Local Transportation Commission	806,150	668,926	49,111	1,524,187
Mariposa County Local Transportation Commission	91,753	76,135	4,708	172,596
Mendocino Council of Governments	440,881	365,834	61,761	868,476
Merced County Association of Governments	1,448,947	1,202,307	127,949	2,779,203
Modoc County Local Transportation Commission	48,280	40,062	6,942	95,284
Mono County Local Transportation Commission	67,631	56,119	182,131	305,881
Transportation Agency for Monterey County	2,224,616	1,845,940	1,266,400	5,336,956
Nevada County Local Transportation Commission	495,805	411,409	44,638	951,852
Orange County Transportation Authority	16,043,046	13,312,190	10,627,316	39,982,552
Placer County Transportation Planning Agency	1,618,612	1,343,091	426,130	3,387,833
Plumas County Local Transportation Commission	92,155	76,469	27,539	196,163
Riverside County Transportation Commission	12,485,685	10,360,365	3,739,538	26,585,588
Council of San Benito County Governments	323,154	268,146	9,762	601,062
San Bernardino County Transportation Authority	11,068,745	9,184,617	4,336,855	24,590,217
San Joaquin Council of Governments	3,985,800	3,307,335	1,664,301	8,957,436
San Luis Obispo Area Council of Governments	1,379,439	1,144,630	180,903	2,704,972
Santa Barbara County Association of Governments	2,244,221	1,862,208	1,052,827	5,159,256
Santa Cruz County Transportation Commission	1,328,279	1,102,179	2,249,725	4,680,183
Shasta Regional Transportation Agency	904,445	750,490	87,568	1,742,503
Sierra County Local Transportation Commission	16,222	13,462	1,146	30,830
Siskiyou County Local Transportation Commission	225,505	187,119	17,498	430,122
Stanislaus Council of Governments	2,828,183	2,346,768	292,651	5,467,602
Tehama County Transportation Commission	332,453	275,862	12,549	620,864
Trinity County Transportation Commission	68,852	57,132	4,915	130,899
Tulare County Association of Governments	2,450,553	2,033,418	471,317	4,955,288
Tuolumne County Transportation Council	271,974	225,678	13,107	510,759
Ventura County Transportation Commission	4,248,739	3,525,517	1,264,670	9,038,926
Subtotals	$ 200,766,000	$ 166,591,500		
State Totals		$ 367,357,500	$ 367,357,500	$ 734,715,000

STATE CONTROLLER'S OFFICE
2022-23 STATE TRANSIT ASSISTANCE ALLOCATION ESTIMATE PUC 99314 ALLOCATION DETAIL
JANUARY 31, 2022

Regional Entity and Operator(s)	Revenue Basis	Funds from RTC Sections 7102(a)(3), 6051.8(a), and 6201.8(a) Fiscal Year 2022-23 Estimate **A**	Funds from RTC Sections 6051.8(b), and 6201.8(b) Fiscal Year 2022-23 Estimate **B**	Total Fiscal Year 2022-23 Estimate **C= (A+B)**
Altamont Corridor Express*				
Alameda County Congestion Management Agency	$ NA	$ 157,026	$ 130,297	$ 287,323
Santa Clara Valley Transportation Authority	NA	90,592	75,171	165,763
San Joaquin Regional Rail Commission	NA	507,315	420,960	928,275
Regional Entity Totals	0	754,933	626,428	1,381,361
	0	(754,933)	(626,428)	(1,381,361)
Metropolitan Transportation Commission				
Alameda-Contra Costa Transit District, San Francisco Bay Area Rapid Transit District, and the City of San Francisco**	2,032,465,904	71,632,416	59,439,108	131,071,524
Central Contra Costa Transit Authority	12,684,408	447,050	370,953	818,003
City of Dixon	123,850	4,365	3,622	7,987
Eastern Contra Costa Transit Authority	6,132,724	216,142	179,350	395,492
City of Fairfield	2,250,751	79,326	65,823	145,149
Golden Gate Bridge Highway and Transportation District	138,827,667	4,892,854	4,059,991	8,952,845
Livermore-Amador Valley Transit Authority	6,084,421	214,440	177,938	392,378
Marin County Transit District	23,726,064	836,204	693,865	1,530,069
Napa Valley Transportation Authority	1,722,522	60,709	50,375	111,084
Peninsula Corridor Joint Powers Board	144,681,126	5,099,154	4,231,174	9,330,328
City of Petaluma	739,065	26,048	21,614	47,662
City of Rio Vista	39,373	1,388	1,151	2,539
San Francisco Bay Area Water Emergency Transportation Authority	39,452,081	1,390,453	1,153,769	2,544,222
San Mateo County Transit District	145,105,738	5,114,119	4,243,592	9,357,711
Santa Clara Valley Transportation Authority	439,800,215	15,500,359	12,861,880	28,362,239
City of Santa Rosa	2,483,478	87,528	72,629	160,157
Solano County Transit	5,290,076	186,444	154,707	341,151
County of Sonoma	3,459,517	121,928	101,173	223,101
Sonoma-Marin Area Rail Transit District	29,993,581	1,057,097	877,157	1,934,254
City of Union City	1,879,467	66,240	54,965	121,205
City of Vacaville	402,817	14,197	11,780	25,977
Western Contra Costa Transit Authority	8,044,931	283,536	235,273	518,809
Regional Entity Subtotals	3,045,389,776	107,331,997	89,061,889	196,393,886
Alameda County Congestion Management Agency - Corresponding to ACE*	NA	157,026	130,297	287,323
Santa Clara Valley Transportation Authority - Corresponding to ACE*	NA	90,592	75,171	165,763
Regional Entity Totals	3,045,389,776	107,579,615	89,267,357	196,846,972
Sacramento Area Council of Governments				
City of Davis (Unitrans)	2,957,630	104,239	86,495	190,734
City of Elk Grove	2,129,534	75,053	62,278	137,331
County of Sacramento	1,189,071	41,908	34,774	76,682
Sacramento Regional Transit System	86,413,727	3,045,574	2,527,154	5,572,728
Yolo County Transportation District	4,689,895	165,291	137,155	302,446
Yuba Sutter Transit Authority	1,343,449	47,349	39,289	86,638
Regional Entity Totals	98,723,306	3,479,414	2,887,145	6,366,559

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* The amounts allocated to the member agencies of Altamont Corridor Express are included with their corresponding transportation planning agency.

** The amounts for Alameda-Contra Costa Transit District, San Francisco Bay Area Rapid Transit District, and the City of San Francisco are combined.

STATE CONTROLLER'S OFFICE
2022-23 STATE TRANSIT ASSISTANCE ALLOCATION ESTIMATE PUC 99314 ALLOCATION DETAIL
JANUARY 31, 2022

Regional Entity and Operator(s)	Revenue Basis	Funds from RTC Sections 7102(a)(3), 6051.8(a), and 6201.8(a) Fiscal Year 2022-23 Estimate **A**	Funds from RTC Sections 6051.8(b), and 6201.8(b) Fiscal Year 2022-23 Estimate **B**	Total Fiscal Year 2022-23 Estimate **C= (A+B)**
San Diego Association of Governments				
North County Transit District	33,932,036	1,195,904	992,336	2,188,240
San Diego Metropolitan Transit System				
San Diego Metropolitan Transit System	33,958,141	1,196,824	993,100	2,189,924
San Diego Transit Corporation	62,951,421	2,218,666	1,841,003	4,059,669
San Diego Trolley, Inc.	42,794,978	1,508,270	1,251,532	2,759,802
Regional Entity Totals	139,704,540	4,923,760	4,085,635	9,009,395
Southern California Regional Rail Authority***				
Los Angeles County Metropolitan Transportation Authority	NA	4,184,078	3,471,862	7,655,940
Orange County Transportation Authority	NA	1,837,421	1,524,654	3,362,075
Riverside County Transportation Commission	NA	934,989	775,835	1,710,824
San Bernardino County Transportation Authority	NA	944,172	783,455	1,727,627
Ventura County Transportation Commission	NA	447,459	371,292	818,751
Regional Entity Totals	0	8,348,119	6,927,098	15,275,217
	0	(8,348,119)	(6,927,098)	(15,275,217)
Tahoe Regional Planning Agency				
Tahoe Transportation District	900,147	31,725	26,325	58,050
Alpine County Transportation Commission				
County of Alpine	12,816	452	375	827
Amador County Transportation Commission				
Amador Transit	204,076	7,192	5,968	13,160
Butte County Association of Governments				
Butte Regional Transit	1,601,714	56,451	46,842	103,293
City of Gridley - Specialized Service	22,232	784	650	1,434
Regional Entity Totals	1,623,946	57,235	47,492	104,727
Calaveras County Local Transportation Commission				
Calaveras Transit Agency	79,417	2,799	2,323	5,122
Colusa County Local Transportation Commission				
County of Colusa	140,877	4,965	4,120	9,085
Del Norte County Local Transportation Commission				
Redwood Coast Transit Authority	204,530	7,208	5,981	13,189
El Dorado County Local Transportation Commission				
El Dorado County Transit Authority	1,730,379	60,986	50,605	111,591

*** The amounts allocated to the member agencies of Southern California Regional Rail Authority are included with their corresponding transportation planning agency.

STATE CONTROLLER'S OFFICE
2022-23 STATE TRANSIT ASSISTANCE ALLOCATION ESTIMATE PUC 99314 ALLOCATION DETAIL
JANUARY 31, 2022

Regional Entity and Operator(s)	Revenue Basis	Funds from RTC Sections 7102(a)(3), 6051.8(a), and 6201.8(a) Fiscal Year 2022-23 Estimate **A**	Funds from RTC Sections 6051.8(b), and 6201.8(b) Fiscal Year 2022-23 Estimate **B**	Total Fiscal Year 2022-23 Estimate **C= (A+B)**
Fresno County Council of Governments				
City of Clovis	1,770,328	62,394	51,773	114,167
City of Fresno	22,991,076	810,300	672,370	1,482,670
Fresno County Rural Transit Agency	1,875,194	66,090	54,840	120,930
Regional Entity Totals	26,636,598	938,784	778,983	1,717,767
Glenn County Local Transportation Commission				
County of Glenn Transit Service	119,071	4,197	3,482	7,679
Humboldt County Association of Governments				
City of Arcata	213,054	7,509	6,231	13,740
Humboldt Transit Authority	3,063,481	107,970	89,591	197,561
Regional Entity Totals	3,276,535	115,479	95,822	211,301
Imperial County Transportation Commission				
Imperial County Transportation Commission	2,462,028	86,772	72,002	158,774
Quechan Indian Tribe	21,107	744	617	1,361
Regional Entity Totals	2,483,135	87,516	72,619	160,135
Inyo County Local Transportation Commission	None	None	None	None
Kern Council of Governments				
City of Arvin	62,152	2,190	1,818	4,008
City of California City	25,760	908	753	1,661
City of Delano	279,451	9,849	8,172	18,021
Golden Empire Transit District	5,882,508	207,324	172,033	379,357
County of Kern	1,194,767	42,108	34,941	77,049
City of McFarland	12,106	427	354	781
City of Ridgecrest	159,250	5,613	4,657	10,270
City of Shafter	57,568	2,029	1,684	3,713
City of Taft	360,169	12,694	10,533	23,227
City of Tehachapi	28,252	996	826	1,822
City of Wasco	31,839	1,122	931	2,053
Regional Entity Totals	8,093,822	285,260	236,702	521,962
Kings County Association of Governments				
City of Corcoran	122,620	4,322	3,586	7,908
Kings County Area Public Transit Agency	762,823	26,885	22,309	49,194
Regional Entity Totals	885,443	31,207	25,895	57,102
Lake County/City Council of Governments				
Lake Transit Authority	498,852	17,582	14,589	32,171
Lassen County Local Transportation Commission				
Lassen Transit Service Agency	186,872	6,586	5,465	12,051

STATE CONTROLLER'S OFFICE
2022-23 STATE TRANSIT ASSISTANCE ALLOCATION ESTIMATE PUC 99314 ALLOCATION DETAIL
JANUARY 31, 2022

Regional Entity and Operator(s)	Revenue Basis	Funds from RTC Sections 7102(a)(3), 6051.8(a), and 6201.8(a) Fiscal Year 2022-23 Estimate **A**	Funds from RTC Sections 6051.8(b), and 6201.8(b) Fiscal Year 2022-23 Estimate **B**	Total Fiscal Year 2022-23 Estimate **C= (A+B)**
Los Angeles County Metropolitan Transportation Authority				
Antelope Valley Transit Authority	20,326,872	716,402	594,456	1,310,858
City of Arcadia	1,607,131	56,642	47,000	103,642
City of Burbank	3,769,842	132,865	110,248	243,113
City of Claremont	456,234	16,080	13,342	29,422
City of Commerce	4,235,696	149,283	123,872	273,155
City of Culver City	15,278,536	538,478	446,818	985,296
Foothill Transit	67,815,955	2,390,112	1,983,266	4,373,378
City of Gardena	13,772,242	485,390	402,767	888,157
City of Glendale	8,225,171	289,889	240,544	530,433
City of La Mirada	874,670	30,827	25,580	56,407
Long Beach Public Transportation Company	60,542,189	2,133,755	1,770,546	3,904,301
City of Los Angeles	98,801,791	3,482,180	2,889,441	6,371,621
County of Los Angeles	6,316,927	222,634	184,737	407,371
Los Angeles County Metropolitan Transportation Authority	1,332,273,335	46,954,765	38,962,099	85,916,864
City of Montebello	20,096,742	708,291	587,726	1,296,017
City of Norwalk	9,188,277	323,832	268,710	592,542
City of Pasadena	7,704,457	271,537	225,315	496,852
City of Redondo Beach	2,905,619	102,406	84,974	187,380
City of Santa Clarita	26,010,198	916,706	760,664	1,677,370
City of Santa Monica	47,544,183	1,675,652	1,390,421	3,066,073
Southern California Regional Rail Authority***	236,865,779	NA	NA	NA
City of Torrance	20,472,763	721,544	598,722	1,320,266
Regional Entity Subtotals	2,005,084,609	62,319,270	51,711,248	114,030,518
Los Angeles County Metropolitan Transportation Authority - Corresponding to SCRRA***	NA	4,184,078	3,471,862	7,655,940
Regional Entity Totals	2,005,084,609	66,503,348	55,183,110	121,686,458
Madera County Local Transportation Commission				
City of Chowchilla	524,476	18,485	15,338	33,823
City of Madera	169,785	5,984	4,965	10,949
County of Madera	67,286	2,371	1,968	4,339
Regional Entity Totals	761,547	26,840	22,271	49,111
Mariposa County Local Transportation Commission				
County of Mariposa	73,004	2,573	2,135	4,708
Mendocino Council of Governments				
Mendocino Transit Authority	957,692	33,753	28,008	61,761
Merced County Association of Governments				
Transit Joint Powers Authority of Merced County	1,025,125	36,130	29,980	66,110
Yosemite Area Regional Transportation System (YARTS)	958,913	33,796	28,043	61,839
Regional Entity Totals	1,984,038	69,926	58,023	127,949
Modoc County Local Transportation Commission				
Modoc Transportation Agency - Specialized Service	107,653	3,794	3,148	6,942

*** The amounts allocated to the member agencies of Southern California Regional Rail Authority are included with their corresponding transportation planning agency.

STATE CONTROLLER'S OFFICE
2022-23 STATE TRANSIT ASSISTANCE ALLOCATION ESTIMATE PUC 99314 ALLOCATION DETAIL
JANUARY 31, 2022

Regional Entity and Operator(s)	Revenue Basis	Funds from RTC Sections 7102(a)(3), 6051.8(a), and 6201.8(a) Fiscal Year 2022-23 Estimate **A**	Funds from RTC Sections 6051.8(b), and 6201.8(b) Fiscal Year 2022-23 Estimate **B**	Total Fiscal Year 2022-23 Estimate **C= (A+B)**
Mono County Local Transportation Commission				
Eastern Sierra Transit Authority	2,824,223	99,537	82,594	182,131
Transportation Agency for Monterey County				
Monterey-Salinas Transit	19,637,486	692,105	574,295	1,266,400
Nevada County Local Transportation Commission				
County of Nevada	369,077	13,008	10,794	23,802
City of Truckee	323,083	11,387	9,449	20,836
Regional Entity Totals	692,160	24,395	20,243	44,638
Orange County Transportation Authority				
City of Laguna Beach	1,910,271	67,326	55,866	123,192
Orange County Transportation Authority	110,748,483	3,903,229	3,238,820	7,142,049
Regional Entity Subtotals	112,658,754	3,970,555	3,294,686	7,265,241
Orange County Transportation Authority - Corresponding to SCRRA***	NA	1,837,421	1,524,654	3,362,075
Regional Entity Totals	112,658,754	5,807,976	4,819,340	10,627,316
Placer County Transportation Planning Agency				
City of Auburn	21,830	769	638	1,407
County of Placer	5,410,141	190,676	158,219	348,895
City of Roseville	1,175,827	41,441	34,387	75,828
Regional Entity Totals	6,607,798	232,886	193,244	426,130
Plumas County Local Transportation Commission				
County of Plumas	346,829	12,224	10,143	22,367
County Service Area 12 - Specialized Service	80,198	2,827	2,345	5,172
Regional Entity Totals	427,027	15,051	12,488	27,539
Riverside County Transportation Commission				
City of Banning	208,349	7,343	6,093	13,436
City of Beaumont	318,557	11,227	9,316	20,543
City of Corona	426,555	15,034	12,475	27,509
Palo Verde Valley Transit Agency	175,762	6,195	5,140	11,335
City of Riverside - Specialized Service	493,635	17,398	14,436	31,834
Riverside Transit Agency	18,329,390	646,003	536,040	1,182,043
Sunline Transit Agency	11,506,078	405,521	336,493	742,014
Regional Entity Subtotals	31,458,326	1,108,721	919,993	2,028,714
Riverside County Transportation Commission - Corresponding to SCRRA***	NA	934,989	775,835	1,710,824
Regional Entity Totals	31,458,326	2,043,710	1,695,828	3,739,538
Council of San Benito County Governments				
San Benito County Local Transportation Authority	151,384	5,335	4,427	9,762

*** The amounts allocated to the member agencies of Southern California Regional Rail Authority are included with their corresponding transportation planning agency.

STATE CONTROLLER'S OFFICE
2022-23 STATE TRANSIT ASSISTANCE ALLOCATION ESTIMATE PUC 99314 ALLOCATION DETAIL
JANUARY 31, 2022

Regional Entity and Operator(s)	Revenue Basis	Funds from RTC Sections 7102(a)(3), 6051.8(a), and 6201.8(a) Fiscal Year 2022-23 Estimate **A**	Funds from RTC Sections 6051.8(b), and 6201.8(b) Fiscal Year 2022-23 Estimate **B**	Total Fiscal Year 2022-23 Estimate **C= (A+B)**
San Bernardino County Transportation Authority				
Morongo Basin Transit Authority	1,027,787	36,223	30,057	66,280
Mountain Area Regional Transit Authority	564,732	19,903	16,515	36,418
City of Needles	58,190	2,051	1,702	3,753
Omnitrans	34,279,207	1,208,140	1,002,489	2,210,629
Victor Valley Transit Authority	4,530,204	159,663	132,485	292,148
Regional Entity Subtotals	40,460,120	1,425,980	1,183,248	2,609,228
San Bernardino County Transportation Authority - Corresponding to SCRRA***	NA	944,172	783,455	1,727,627
Regional Entity Totals	40,460,120	2,370,152	1,966,703	4,336,855
San Joaquin Council of Governments				
Altamont Corridor Express *	21,420,132	NA	NA	NA
City of Escalon	51,911	1,830	1,518	3,348
City of Lodi	887,825	31,291	25,964	57,255
City of Manteca	77,826	2,743	2,276	5,019
City of Ripon	44,345	1,563	1,297	2,860
San Joaquin Regional Transit District	10,156,807	357,967	297,034	655,001
City of Tracy	194,489	6,855	5,688	12,543
Regional Entity Subtotals	32,833,335	402,249	333,777	736,026
San Joaquin Regional Rail Commission - Corresponding to ACE*	NA	507,315	420,960	928,275
Regional Entity Totals	32,833,335	909,564	754,737	1,664,301
San Luis Obispo Area Council of Governments				
City of Arroyo Grande - Specialized Service	0	0	0	0
City of Atascadero	37,783	1,332	1,105	2,437
City of Morro Bay	42,401	1,494	1,240	2,734
City of Pismo Beach - Specialized Service	0	0	0	0
City of San Luis Obispo Transit	821,105	28,939	24,013	52,952
San Luis Obispo Regional Transit Authority	1,673,045	58,965	48,928	107,893
South County Transit	230,837	8,136	6,751	14,887
Regional Entity Totals	2,805,171	98,866	82,037	180,903
Santa Barbara County Association of Governments				
City of Guadalupe	69,525	2,450	2,033	4,483
City of Lompoc	136,501	4,811	3,992	8,803
County of Santa Barbara	0	0	0	0
Santa Barbara County Association of Governments (SBCAG)	1,620,453	57,111	47,390	104,501
Santa Barbara Metropolitan Transit District	13,488,703	475,397	394,475	869,872
City of Santa Maria	906,214	31,939	26,502	58,441
City of Solvang	104,313	3,676	3,051	6,727
Regional Entity Totals	16,325,709	575,384	477,443	1,052,827
Santa Cruz County Transportation Commission				
Santa Cruz Metropolitan Transit District	34,885,448	1,229,506	1,020,219	2,249,725

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* The amounts allocated to the member agencies of Altamont Corridor Express are included with their corresponding transportation planning agency.

*** The amounts allocated to the member agencies of Southern California Regional Rail Authority are included with their corresponding transportation planning agency.

STATE CONTROLLER'S OFFICE
2022-23 STATE TRANSIT ASSISTANCE ALLOCATION ESTIMATE PUC 99314 ALLOCATION DETAIL
JANUARY 31, 2022

Regional Entity and Operator(s)	Revenue Basis	Funds from RTC Sections 7102(a)(3), 6051.8(a), and 6201.8(a) Fiscal Year 2022-23 Estimate **A**	Funds from RTC Sections 6051.8(b), and 6201.8(b) Fiscal Year 2022-23 Estimate **B**	Total Fiscal Year 2022-23 Estimate **C= (A+B)**
Shasta Regional Transportation Agency				
Redding Area Bus Authority	1,357,867	47,857	39,711	87,568
Sierra County Local Transportation Commission				
County of Sierra - Specialized Service	17,768	626	520	1,146
Siskiyou County Local Transportation Commission				
County of Siskiyou	271,330	9,563	7,935	17,498
Stanislaus Council of Governments				
City of Ceres	70,776	2,494	2,070	4,564
City of Modesto	3,366,714	118,657	98,459	217,116
County of Stanislaus	806,855	28,437	23,596	52,033
City of Turlock	293,666	10,350	8,588	18,938
Regional Entity Totals	4,538,011	159,938	132,713	292,651
Tehama County Transportation Commission				
County of Tehama	194,589	6,858	5,691	12,549
Trinity County Transportation Commission				
County of Trinity	76,212	2,686	2,229	4,915
Tulare County Association of Governments				
City of Dinuba	276,368	9,740	8,082	17,822
City of Porterville	846,792	29,844	24,764	54,608
City of Tulare	589,094	20,762	17,228	37,990
County of Tulare	1,191,032	41,977	34,832	76,809
City of Visalia	4,391,535	154,776	128,430	283,206
City of Woodlake	13,667	482	400	882
Regional Entity Totals	7,308,488	257,581	213,736	471,317
Tuolumne County Transportation Council				
County of Tuolumne	203,234	7,163	5,944	13,107
Ventura County Transportation Commission				
City of Camarillo	751,079	26,471	21,965	48,436
Gold Coast Transit District	4,272,461	150,579	124,947	275,526
City of Moorpark	299,991	10,573	8,773	19,346
City of Simi Valley	1,167,392	41,144	34,140	75,284
City of Thousand Oaks	423,749	14,935	12,392	27,327
Regional Entity Subtotals	6,914,672	243,702	202,217	445,919
Ventura County Transportation Commission - Corresponding to SCRRA***	NA	447,459	371,292	818,751
Regional Entity Totals	6,914,672	691,161	573,509	1,264,670
STATE TOTALS	$ 5,696,443,829	$ 200,766,000	$ 166,591,500	$ 367,357,500

*** The amounts allocated to the member agencies of Southern California Regional Rail Authority are included with their corresponding transportation planning agency.

BETTY T. YEE
California State Controller

January 31, 2022

County Auditors Responsible for State of Good Repair Program Funds
Transportation Planning Agencies
County Transportation Commissions
San Diego Metropolitan Transit System

SUBJECT: Fiscal Year 2022-23 State of Good Repair Program Allocation Estimate

Enclosed is the summary schedule of State of Good Repair (SGR) program funds available to be allocated for fiscal year (FY) 2022-23 to each Transportation Planning Agency (TPA), county transportation commission, and the San Diego Metropolitan Transit System for the purposes of Public Utilities Code (PUC) section 99312.1(c). Allocations for the SGR program are calculated pursuant to the distribution formulas in PUC sections 99313 and 99314. Also enclosed is a schedule detailing the estimated available amount calculated pursuant to PUC section 99314 for each TPA by operator.

PUC section 99313 allocations are based on the latest available annual population estimates from the Department of Finance. Pursuant to PUC section 99314.10, the PUC section 99314 allocations are based on the State Controller's Office (SCO) transmittal letter, Reissuance of the FY 2020-21 SGR Program Allocation Estimate, dated July 30, 2021.

According to the FY 2022-23 enacted California Budget, the estimated amount of SGR program funds budgeted is $121,013,000. Prior to receiving an apportionment of SGR program funds in a fiscal year, an agency must submit a list of proposed projects to the California Department of Transportation (DOT). DOT reports to SCO the eligible agencies that will receive an allocation quarterly pursuant to PUC sections 99313 and 99314. SCO anticipates that the first quarter's allocation to eligible agencies will be paid by November 30, 2022. Please refer to the schedule for the amounts that relate to your agency.

Please contact Mike Silvera by telephone at (916) 323-0704 or email at msilvera@sco.ca.gov with any questions, or for additional information about this schedule. Information for the SGR program can be found on the DOT website at: https://dot.ca.gov/programs/rail-and-mass-transportation/state-transit-assistance-state-of-good-repair.

Sincerely,

(Original Signed By)
MELMA DIZON
Manager
Local Apportionments Section

Enclosures

Local Government Programs and Services Division
MAILING ADDRESS P.O. Box 942850, Sacramento, CA 94250
3301 C Street, Suite 700, Sacramento, CA 95816

STATE CONTROLLER'S OFFICE
2022-23 STATE OF GOOD REPAIR PROGRAM
ESTIMATED AVAILABLE AMOUNT SUMMARY
JANUARY 31, 2022

Regional Entity	Estimated Available 2022-23 Amount Based on PUC 99313 Allocation	Estimated Available 2022-23 Amount Based on PUC 99314 Allocation	Total Estimated Available 2022-23 Amount Allocation
	A	**B**	**C= (A + B)**
Metropolitan Transportation Commission	$ 11,809,467.00	$ 32,422,155.00	$ 44,231,622.00
Sacramento Area Council of Governments	3,003,658.00	1,048,619.00	4,052,277.00
San Diego Association of Governments	1,465,930.00	360,419.00	1,826,349.00
San Diego Metropolitan Transit System	3,616,904.00	1,483,915.00	5,100,819.00
Tahoe Regional Planning Agency	165,673.00	9,561.00	175,234.00
Alpine County Transportation Commission	1,740.00	136.00	1,876.00
Amador County Transportation Commission	57,303.00	2,168.00	59,471.00
Butte County Association of Governments	310,711.00	17,249.00	327,960.00
Calaveras County Local Transportation Commission	69,045.00	844.00	69,889.00
Colusa County Local Transportation Commission	34,108.00	1,496.00	35,604.00
Del Norte County Local Transportation Commission	41,315.00	2,172.00	43,487.00
El Dorado County Local Transportation Commission	266,917.00	18,380.00	285,297.00
Fresno County Council of Governments	1,574,001.00	282,929.00	1,856,930.00
Glenn County Local Transportation Commission	45,501.00	1,265.00	46,766.00
Humboldt County Association of Governments	200,607.00	34,803.00	235,410.00
Imperial County Transportation Commission	285,208.00	26,375.00	311,583.00
Inyo County Local Transportation Commission	28,459.00	0.00	28,459.00
Kern Council of Governments	1,401,546.00	85,972.00	1,487,518.00
Kings County Association of Governments	233,863.00	9,405.00	243,268.00
Lake County/City Council of Governments	98,026.00	5,299.00	103,325.00
Lassen County Local Transportation Commission	42,271.00	1,985.00	44,256.00
Los Angeles County Metropolitan Transportation Authority	15,399,124.00	20,042,663.00	35,441,787.00
Madera County Local Transportation Commission	242,956.00	8,089.00	251,045.00
Mariposa County Local Transportation Commission	27,652.00	775.00	28,427.00
Mendocino Council of Governments	132,872.00	10,172.00	143,044.00
Merced County Association of Governments	436,681.00	21,074.00	457,755.00
Modoc County Local Transportation Commission	14,551.00	1,143.00	15,694.00
Mono County Local Transportation Commission	20,383.00	29,998.00	50,381.00
Transportation Agency for Monterey County	670,451.00	208,585.00	879,036.00
Nevada County Local Transportation Commission	149,425.00	7,352.00	156,777.00
Orange County Transportation Authority	4,835,025.00	1,750,398.00	6,585,423.00
Placer County Transportation Planning Agency	487,814.00	70,186.00	558,000.00
Plumas County Local Transportation Commission	27,774.00	4,536.00	32,310.00
Riverside County Transportation Commission	3,762,913.00	615,929.00	4,378,842.00
Council of San Benito County Governments	97,391.00	1,608.00	98,999.00
San Bernardino County Transportation Authority	3,335,879.00	714,312.00	4,050,191.00
San Joaquin Council of Governments	1,201,233.00	274,122.00	1,475,355.00
San Luis Obispo Area Council of Governments	415,733.00	29,796.00	445,529.00
Santa Barbara County Association of Governments	676,359.00	173,408.00	849,767.00
Santa Cruz County Transportation Commission	400,315.00	370,546.00	770,861.00
Shasta Regional Transportation Agency	272,580.00	14,423.00	287,003.00
Sierra County Local Transportation Commission	4,889.00	189.00	5,078.00
Siskiyou County Local Transportation Commission	67,962.00	2,882.00	70,844.00
Stanislaus Council of Governments	852,353.00	48,202.00	900,555.00
Tehama County Transportation Commission	100,194.00	2,067.00	102,261.00
Trinity County Transportation Commission	20,750.00	810.00	21,560.00
Tulare County Association of Governments	738,543.00	77,629.00	816,172.00
Tuolumne County Transportation Council	81,967.00	2,159.00	84,126.00
Ventura County Transportation Commission	1,280,478.00	208,300.00	1,488,778.00
State Totals	$ 60,506,500.00	$ 60,506,500.00	$ 121,013,000.00

STATE CONTROLLER'S OFFICE
2022-23 STATE OF GOOD REPAIR PROGRAM ESTIMATED AVAILABLE AMOUNT
BASED ON PUC 99314 ALLOCATION DETAIL
JANUARY 31, 2022

Regional Entity and Operator(s)	Revenue Basis	Estimated Available 2022-23 Amount Based on PUC 99314 Allocation
Altamont Corridor Express*		
Alameda County Congestion Management Agency	$ NA	$ 47,324.00
Santa Clara Valley Transportation Authority	NA	27,303.00
San Joaquin Regional Rail Commission	NA	152,893.00
Regional Entity Totals	0	227,520.00
	0	(227,520.00)
Metropolitan Transportation Commission		
Alameda-Contra Costa Transit District, San Francisco Bay Area Rapid Transit District, and the City of San Francisco**	2,032,465,904	21,588,451.00
Central Contra Costa Transit Authority	12,684,408	134,731.00
City of Dixon	123,850	1,316.00
Eastern Contra Costa Transit Authority	6,132,724	65,141.00
City of Fairfield	2,250,751	23,907.00
Golden Gate Bridge Highway and Transportation District	138,827,667	1,474,600.00
Livermore-Amador Valley Transit Authority	6,084,421	64,628.00
Marin County Transit District	23,726,064	252,014.00
Napa Valley Transportation Authority	1,722,522	18,296.00
Peninsula Corridor Joint Powers Board	144,681,126	1,536,774.00
City of Petaluma	739,065	7,850.00
City of Rio Vista	39,373	418.00
San Francisco Bay Area Water Emergency Transportation Authority	39,452,081	419,052.00
San Mateo County Transit District	145,105,738	1,541,284.00
Santa Clara Valley Transportation Authority	439,800,215	4,671,471.00
City of Santa Rosa	2,483,478	26,379.00
Solano County Transit	5,290,076	56,190.00
County of Sonoma	3,459,517	36,746.00
Sonoma-Marin Area Rail Transit District	29,993,581	318,586.00
City of Union City	1,879,467	19,963.00
City of Vacaville	402,817	4,279.00
Western Contra Costa Transit Authority	8,044,931	85,452.00
Regional Entity Subtotals	3,045,389,776	32,347,528.00
Alameda County Congestion Management Agency - Corresponding to ACE*	NA	47,324.00
Santa Clara Valley Transportation Authority - Corresponding to ACE*	NA	27,303.00
Regional Entity Totals	3,045,389,776	32,422,155.00
Sacramento Area Council of Governments		
City of Davis (Unitrans)	2,957,630	31,415.00
City of Elk Grove	2,129,534	22,619.00
County of Sacramento	1,189,071	12,630.00
Sacramento Regional Transit System	86,413,727	917,870.00
Yolo County Transportation District	4,689,895	49,815.00
Yuba Sutter Transit Authority	1,343,449	14,270.00
Regional Entity Totals	98,723,306	1,048,619.00

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* The amounts allocated to the member agencies of Altamont Corridor Express are included with their corresponding transportation planning agency.

** The amounts for Alameda-Contra Costa Transit District, San Francisco Bay Area Rapid Transit District, and the City of San Francisco are combined.

STATE CONTROLLER'S OFFICE
2022-23 STATE OF GOOD REPAIR PROGRAM ESTIMATED AVAILABLE AMOUNT
BASED ON PUC 99314 ALLOCATION DETAIL
JANUARY 31, 2022

Regional Entity and Operator(s)	Revenue Basis	Estimated Available 2022-23 Amount Based on PUC 99314 Allocation
San Diego Association of Governments		
North County Transit District	33,932,036	360,419.00
San Diego Metropolitan Transit System		
San Diego Metropolitan Transit System	33,958,141	360,697.00
San Diego Transit Corporation	62,951,421	668,658.00
San Diego Trolley, Inc.	42,794,978	454,560.00
Regional Entity Totals	139,704,540	1,483,915.00
Southern California Regional Rail Authority***		
Los Angeles County Metropolitan Transportation Authority	NA	1,260,990.00
Orange County Transportation Authority	NA	553,759.00
Riverside County Transportation Commission	NA	281,785.00
San Bernardino County Transportation Authority	NA	284,553.00
Ventura County Transportation Commission	NA	134,854.00
Regional Entity Totals	0	2,515,941.00
	0	(2,515,941.00)
Tahoe Regional Planning Agency		
Tahoe Transportation District	900,147	9,561.00
Alpine County Transportation Commission		
County of Alpine	12,816	136.00
Amador County Transportation Commission		
Amador Transit	204,076	2,168.00
Butte County Association of Governments		
Butte Regional Transit	1,601,714	17,013.00
City of Gridley - Specialized Service	22,232	236.00
Regional Entity Totals	1,623,946	17,249.00
Calaveras County Local Transportation Commission		
Calaveras Transit Agency	79,417	844.00
Colusa County Local Transportation Commission		
County of Colusa	140,877	1,496.00
Del Norte County Local Transportation Commission		
Redwood Coast Transit Authority	204,530	2,172.00
El Dorado County Local Transportation Commission		
El Dorado County Transit Authority	1,730,379	18,380.00

*** The amounts allocated to the member agencies of Southern California Regional Rail Authority are included with their corresponding transportation planning agency.

STATE CONTROLLER'S OFFICE
2022-23 STATE OF GOOD REPAIR PROGRAM ESTIMATED AVAILABLE AMOUNT
BASED ON PUC 99314 ALLOCATION DETAIL
JANUARY 31, 2022

Regional Entity and Operator(s)	Revenue Basis	Estimated Available 2022-23 Amount Based on PUC 99314 Allocation
Fresno County Council of Governments		
City of Clovis	1,770,328	18,804.00
City of Fresno	22,991,076	244,207.00
Fresno County Rural Transit Agency	1,875,194	19,918.00
Regional Entity Totals	26,636,598	282,929.00
Glenn County Local Transportation Commission		
County of Glenn Transit Service	119,071	1,265.00
Humboldt County Association of Governments		
City of Arcata	213,054	2,263.00
Humboldt Transit Authority	3,063,481	32,540.00
Regional Entity Totals	3,276,535	34,803.00
Imperial County Transportation Commission		
Imperial County Transportation Commission	2,462,028	26,151.00
Quechan Indian Tribe	21,107	224.00
Regional Entity Totals	2,483,135	26,375.00
Inyo County Local Transportation Commission	None	None
Kern Council of Governments		
City of Arvin	62,152	660.00
City of California City	25,760	274.00
City of Delano	279,451	2,968.00
Golden Empire Transit District	5,882,508	62,483.00
County of Kern	1,194,767	12,691.00
City of McFarland	12,106	129.00
City of Ridgecrest	159,250	1,692.00
City of Shafter	57,568	611.00
City of Taft	360,169	3,826.00
City of Tehachapi	28,252	300.00
City of Wasco	31,839	338.00
Regional Entity Totals	8,093,822	85,972.00
Kings County Association of Governments		
City of Corcoran	122,620	1,302.00
Kings County Area Public Transit Agency	762,823	8,103.00
Regional Entity Totals	885,443	9,405.00
Lake County/City Council of Governments		
Lake Transit Authority	498,852	5,299.00
Lassen County Local Transportation Commission		
Lassen Transit Service Agency	186,872	1,985.00

STATE CONTROLLER'S OFFICE
2022-23 STATE OF GOOD REPAIR PROGRAM ESTIMATED AVAILABLE AMOUNT
BASED ON PUC 99314 ALLOCATION DETAIL
JANUARY 31, 2022

Regional Entity and Operator(s)	Revenue Basis	Estimated Available 2022-23 Amount Based on PUC 99314 Allocation
Los Angeles County Metropolitan Transportation Authority		
Antelope Valley Transit Authority	20,326,872	215,908.00
City of Arcadia	1,607,131	17,071.00
City of Burbank	3,769,842	40,043.00
City of Claremont	456,234	4,846.00
City of Commerce	4,235,696	44,991.00
City of Culver City	15,278,536	162,286.00
Foothill Transit	67,815,955	720,328.00
City of Gardena	13,772,242	146,286.00
City of Glendale	8,225,171	87,366.00
City of La Mirada	874,670	9,291.00
Long Beach Public Transportation Company	60,542,189	643,067.00
City of Los Angeles	98,801,791	1,049,453.00
County of Los Angeles	6,316,927	67,097.00
Los Angeles County Metropolitan Transportation Authority	1,332,273,335	14,151,144.00
City of Montebello	20,096,742	213,464.00
City of Norwalk	9,188,277	97,596.00
City of Pasadena	7,704,457	81,835.00
City of Redondo Beach	2,905,619	30,863.00
City of Santa Clarita	26,010,198	276,275.00
City of Santa Monica	47,544,183	505,005.00
Southern California Regional Rail Authority***	236,865,779	NA
City of Torrance	20,472,763	217,458.00
Regional Entity Subtotals	2,005,084,609	18,781,673.00
Los Angeles County Metropolitan Transportation Authority - Corresponding to SCRRA***	NA	1,260,990.00
Regional Entity Totals	2,005,084,609	20,042,663.00
Madera County Local Transportation Commission		
City of Chowchilla	524,476	5,571.00
City of Madera	169,785	1,803.00
County of Madera	67,286	715.00
Regional Entity Totals	761,547	8,089.00
Mariposa County Local Transportation Commission		
County of Mariposa	73,004	775.00
Mendocino Council of Governments		
Mendocino Transit Authority	957,692	10,172.00
Merced County Association of Governments		
Transit Joint Powers Authority of Merced County	1,025,125	10,889.00
Yosemite Area Regional Transportation System (YARTS)	958,913	10,185.00
Regional Entity Totals	1,984,038	21,074.00
Modoc County Local Transportation Commission		
Modoc Transportation Agency - Specialized Service	107,653	1,143.00

*** The amounts allocated to the member agencies of Southern California Regional Rail Authority are included with their corresponding transportation planning agency.

STATE CONTROLLER'S OFFICE
2022-23 STATE OF GOOD REPAIR PROGRAM ESTIMATED AVAILABLE AMOUNT
BASED ON PUC 99314 ALLOCATION DETAIL
JANUARY 31, 2022

Regional Entity and Operator(s)	Revenue Basis	Estimated Available 2022-23 Amount Based on PUC 99314 Allocation
Mono County Local Transportation Commission		
Eastern Sierra Transit Authority	2,824,223	29,998.00
Transportation Agency for Monterey County		
Monterey-Salinas Transit	19,637,486	208,585.00
Nevada County Local Transportation Commission		
County of Nevada	369,077	3,920.00
City of Truckee	323,083	3,432.00
Regional Entity Totals	692,160	7,352.00
Orange County Transportation Authority		
City of Laguna Beach	1,910,271	20,291.00
Orange County Transportation Authority	110,748,483	1,176,348.00
Regional Entity Subtotals	112,658,754	1,196,639.00
Orange County Transportation Authority - Corresponding to SCRRA***	NA	553,759.00
Regional Entity Totals	112,658,754	1,750,398.00
Placer County Transportation Planning Agency		
City of Auburn	21,830	232.00
County of Placer	5,410,141	57,465.00
City of Roseville	1,175,827	12,489.00
Regional Entity Totals	6,607,798	70,186.00
Plumas County Local Transportation Commission		
County of Plumas	346,829	3,684.00
County Service Area 12 - Specialized Service	80,198	852.00
Regional Entity Totals	427,027	4,536.00
Riverside County Transportation Commission		
City of Banning	208,349	2,213.00
City of Beaumont	318,557	3,384.00
City of Corona	426,555	4,531.00
Palo Verde Valley Transit Agency	175,762	1,867.00
City of Riverside - Specialized Service	493,635	5,243.00
Riverside Transit Agency	18,329,390	194,691.00
Sunline Transit Agency	11,506,078	122,215.00
Regional Entity Subtotals	31,458,326	334,144.00
Riverside County Transportation Commission - Corresponding to SCRRA***	NA	281,785.00
Regional Entity Totals	31,458,326	615,929.00
Council of San Benito County Governments		
San Benito County Local Transportation Authority	151,384	1,608.00

*** The amounts allocated to the member agencies of Southern California Regional Rail Authority are included with their corresponding transportation planning agency.

STATE CONTROLLER'S OFFICE
2022-23 STATE OF GOOD REPAIR PROGRAM ESTIMATED AVAILABLE AMOUNT
BASED ON PUC 99314 ALLOCATION DETAIL
JANUARY 31, 2022

Regional Entity and Operator(s)	Revenue Basis	Estimated Available 2022-23 Amount Based on PUC 99314 Allocation
San Bernardino County Transportation Authority		
Morongo Basin Transit Authority	1,027,787	10,917.00
Mountain Area Regional Transit Authority	564,732	5,998.00
City of Needles	58,190	618.00
Omnitrans	34,279,207	364,107.00
Victor Valley Transit Authority	4,530,204	48,119.00
Regional Entity Subtotals	40,460,120	429,759.00
San Bernardino County Transportation Authority - Corresponding to SCRRA***	NA	284,553.00
Regional Entity Totals	40,460,120	714,312.00
San Joaquin Council of Governments		
Altamont Corridor Express *	21,420,132	NA
City of Escalon	51,911	551.00
City of Lodi	887,825	9,430.00
City of Manteca	77,826	827.00
City of Ripon	44,345	471.00
San Joaquin Regional Transit District	10,156,807	107,884.00
City of Tracy	194,489	2,066.00
Regional Entity Subtotals	32,833,335	121,229.00
San Joaquin Regional Rail Commission - Corresponding to ACE*	NA	152,893.00
Regional Entity Totals	32,833,335	274,122.00
San Luis Obispo Area Council of Governments		
City of Arroyo Grande - Specialized Service	0	0.00
City of Atascadero	37,783	401.00
City of Morro Bay	42,401	450.00
City of Pismo Beach - Specialized Service	0	0.00
City of San Luis Obispo Transit	821,105	8,722.00
San Luis Obispo Regional Transit Authority	1,673,045	17,771.00
South County Area Transit	230,837	2,452.00
Regional Entity Totals	2,805,171	29,796.00
Santa Barbara County Association of Governments		
City of Guadalupe	69,525	738.00
City of Lompoc	136,501	1,450.00
County of Santa Barbara	0	0.00
Santa Barbara County Association of Governments (SBCAG)	1,620,453	17,212.00
Santa Barbara Metropolitan Transit District	13,488,703	143,274.00
City of Santa Maria	906,214	9,626.00
City of Solvang	104,313	1,108.00
Regional Entity Totals	16,325,709	173,408.00
Santa Cruz County Transportation Commission		
Santa Cruz Metropolitan Transit District	34,885,448	370,546.00

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* The amounts allocated to the member agencies of Altamont Corridor Express are included with their corresponding transportation planning agency.

*** The amounts allocated to the member agencies of Southern California Regional Rail Authority are included with their corresponding transportation planning agency.

STATE CONTROLLER'S OFFICE
2022-23 STATE OF GOOD REPAIR PROGRAM ESTIMATED AVAILABLE AMOUNT
BASED ON PUC 99314 ALLOCATION DETAIL
JANUARY 31, 2022

Regional Entity and Operator(s)	Revenue Basis	Estimated Available 2022-23 Amount Based on PUC 99314 Allocation
Shasta Regional Transportation Agency		
Redding Area Bus Authority	1,357,867	14,423.00
Sierra County Local Transportation Commission		
County of Sierra - Specialized Service	17,768	189.00
Siskiyou County Local Transportation Commission		
County of Siskiyou	271,330	2,882.00
Stanislaus Council of Governments		
City of Ceres	70,776	752.00
City of Modesto	3,366,714	35,761.00
County of Stanislaus	806,855	8,570.00
City of Turlock	293,666	3,119.00
Regional Entity Totals	4,538,011	48,202.00
Tehama County Transportation Commission		
County of Tehama	194,589	2,067.00
Trinity County Transportation Commission		
County of Trinity	76,212	810.00
Tulare County Association of Governments		
City of Dinuba	276,368	2,936.00
City of Porterville	846,792	8,994.00
City of Tulare	589,094	6,257.00
County of Tulare	1,191,032	12,651.00
City of Visalia	4,391,535	46,646.00
City of Woodlake	13,667	145.00
Regional Entity Totals	7,308,488	77,629.00
Tuolumne County Transportation Council		
County of Tuolumne	203,234	2,159.00
Ventura County Transportation Commission		
City of Camarillo	751,079	7,978.00
Gold Coast Transit District	4,272,461	45,381.00
City of Moorpark	299,991	3,186.00
City of Simi Valley	1,167,392	12,400.00
City of Thousand Oaks	423,749	4,501.00
Regional Entity Subtotals	6,914,672	73,446.00
Ventura County Transportation Commission - Corresponding to SCRRA***	NA	134,854.00
Regional Entity Totals	6,914,672	208,300.00
STATE TOTALS	$ 5,696,443,829	$ 60,506,500.00

*** The amounts allocated to the member agencies of Southern California Regional Rail Authority are included with their corresponding transportation planning agency.

MARIPOSA COUNTY
LOCAL TRANSPORTATION COMMISSION
Resolution Number 2023-____

A Resolution allocating State Transit Assistance Funds for Fiscal Year 2022-2023

WHEREAS, the Mariposa County Local Transportation Commission (LTC) is the Regional Transportation Planning Agency (RTPA) for Mariposa County; and

WHEREAS, under regulation in the California Administrative Code authorized by Title 21, Section 6753, the Commission is authorized to accept claims against and make allocations from the LTC State Transit Assistance Fund; and

WHEREAS, the LTC has received a claim from the Mariposa County Board of Supervisors for the purposes as defined in Title 21, Sections 6730 and 6731.

NOW THEREFORE BE IT RESOLVED, that the Mariposa County Local Transportation Commission does hereby allocate the available State Transit Assistance funds to the Mariposa County Transit System for Operating Expenses in the amount of $201,023.

BE IT FURTHER RESOLVED that the following findings are made by this Commission in accordance with Section 6754:

1. The proposed expenditure plan is in conformity with the Regional Transportation Plan.
2. The level of passenger fares and charges is sufficient to enable the operator or transit service claimant to meet the fare revenue requirements of Public Utilities Code Division 10, Part 11, Chapter 4, Article 4, Section 99268.2, 99268.3, 99268.4, 99268.5 and 99268.9, as they may be applicable to the claimant.
3. The claimant is making full use of federal funds available under the Federal Transit Administration (formerly UTMA, 1964).
4. The sum of the claimant's allocations from the State Transit Assistance fund and from the Local Transportation Fund does not exceed the amount eligible to be received during the fiscal year.
5. The service provided by the transit system funded with State Transit Assistance Funds, meets the high priority public transportation needs of the region.
6. Priority consideration has been given to claims to offset reductions in federal operating assistance and unanticipated increases in the cost of fuel, and to enhance existing public transportation services.
7. The operator will make a responsible effort to continue productivity improvements recommended pursuant to Public Utilities Code (PUC), Division 10, Part 11, Chapter 4, Article 3, Section 99244.

8. The operator is not precluded in any contract entered into on or after June 28, 1979, from employing part-time drivers from contracting with common carriers of persons operating under a franchise or license.

ON MOTION BY Commissioner _____, seconded by Commissioner _____, this resolution is duly passed and adopted this 20th day of June, 2023 by the following vote:

AYES:
NOES:
EXCUSED:
ABSTAIN:

_____
Wayne Forsythe, Chair
Local Transportation Commission

ATTEST:

_____
Clerk of the Board

APPROVED AS TO FORM:

_____
Steven W. Dahlem, County Counsel

MARIPOSA COUNTY

Board of Supervisors

Local Transportation Commission LTC 23-014

MEETING: June 20, 2023

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works and Transportation

RE: Adopt a Resolution allocating the Transportation Development Act (TDA) Funds for Fiscal Year 2022-2023

RECOMMENDATION AND JUSTIFICATION

Adopt a Resolution allocating the Transportation Development Act (TDA) Funds for Fiscal Year 2022-2023.

The Local Transportation Commission (LTC) annually allocates Transportation Development Act (TDA) revenues from the Local Transportation Fund to the eligible departments. This Resolution formally approves the transfer of funds that were approved in the adoption of the Fiscal Year 2022-2023 Budget.

Revenue for the Local Transportation Fund (Fund #3031) is provided by 1/4 percent of the State sales tax and must be used for transit related purposes.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board has recognized and approved similar resolutions each fiscal year. The Fiscal Year 2021-2022 allocation was approved June 21, 2022 (Resolution No. LTC 2022-13).

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If the TDA funds are not formally allocated by the LTC, the revenue would not be available in several County Divisions to cover budgeted expenditures.

FINANCIAL IMPACT

Funding will be transferred out of the Local Transportation fund to the following budgets: Pedestrian/Bikeway ($8,000); Transit ($12,244); Regional Transit Services ($191,000); Unmet Needs ($5,000); Road Fund ($233,756).

ATTACHMENTS

1. **LTC Annual TDA Resolution FY 22-23**

VOTE RESULT

RESULT: **Adopted (UNANIMOUS)**
MOVER: District I Supervisor Rosemarie Smallcombe
SECONDER: District III Supervisor Danette Toso

AYES:	District IV Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District V Supervisor Forsythe, District II Supervisor Poe
ABSTAIN:	None

MARIPOSA COUNTY
LOCAL TRANSPORTATION COMMISSION

RESOLUTION NO. LTC 23-014

A RESOLUTION ALLOCATING TRANSPORTATION DEVELOPMENT ACT FUND REVENUES FOR THE 2022-2023 FISCAL YEAR

WHEREAS, the Mariposa County Local Transportation Commission is the Regional Transportation Planning Agency; and,

WHEREAS, the Commission is authorized to accept claims against and make allocations from the Local Transportation Fund; and,

WHEREAS, the County budgeted for administrative, planning and transit activities for the 2022-2023 Fiscal Year; and,

WHEREAS, the Commission made findings in accordance with Public Utilities Code Section 99401-5 at the time of the June 14, 2022, Unmet Needs Hearing.

NOW THEREFORE, BE IT RESOLVED by the Mariposa County Local Transportation Commission that the Transportation Development Act Funds for the 2022-2023 Fiscal Year in the amount of $450,000 be allocated within Mariposa County as follows:

1. Administration $ 0
   Article 3, Section 99233.1 & 99233.2, Public Utilities Code, Div. 10, Part II, Chapter 4

2. Transportation Planning $ 0
   Article 3, Section 99233.2 Public Utilities Code, Div. 10, Part II, Chapter 4

3. Pedestrian/Bikeway $ 8,000
   Article 3, Section 99233.3 Public Utilities Code, Div. 10, Part II, Chapter 4

4. Mariposa County Transit System including Meditrans $ 12,244
   Article 4.5, Section 99275 Public Utilities Code, Div. 10, Part II, Chapter 4

5. Regional Transit Services including contracts for YARTS $ 191,000
   Article 8, Section 99400c Public Utilities Code, Div. 10, Part II, Chapter 4

6. Unmet Needs $ 5,000
   Article 8, Section 99401.5 Public Utilities Code, Div. 10, Part II, Chapter 4

7. Mariposa County Streets and Roads $233,756
   Article 8, Section 99402 Public Utilities Code, Div. 10, Part II, Chapter 4

PASSED AND ADOPTED by the Mariposa County Local Transportation Commission this 20th day of June, 2023, by the following vote:

AYES: Smallcombe, Poe, Toso, Forsythe, Menetrey

NOES: None

ABSENT: None

ABSTAINED: None

Wayne Forsythe, Chair
Mariposa County Local Transportation Commission

ATTEST:

Clerk of Board

APPROVED AS TO FORM:

STEVEN W. DAHLEM, County Counsel

MARIPOSA COUNTY
LOCAL TRANSPORTATION COMMISSION

RESOLUTION NO. LTC _____

A RESOLUTION ALLOCATING TRANSPORTATION DEVELOPMENT ACT FUND REVENUES FOR THE 2022-2023 FISCAL YEAR

WHEREAS, the Mariposa County Local Transportation Commission is the Regional Transportation Planning Agency; and,

WHEREAS, the Commission is authorized to accept claims against and make allocations from the Local Transportation Fund; and,

WHEREAS, the County budgeted for administrative, planning and transit activities for the 2022-2023 Fiscal Year; and,

WHEREAS, the Commission made findings in accordance with Public Utilities Code Section 99401-5 at the time of the June 14, 2022, Unmet Needs Hearing.

NOW THEREFORE, BE IT RESOLVED by the Mariposa County Local Transportation Commission that the Transportation Development Act Funds for the 2022-2023 Fiscal Year in the amount of $450,000 be allocated within Mariposa County as follows:

1. Administration $ 0
   Article 3, Section 99233.1 & 99233.2, Public Utilities Code, Div. 10, Part II, Chapter 4

2. Transportation Planning $ 0
   Article 3, Section 99233.2 Public Utilities Code, Div. 10, Part II, Chapter 4

3. Pedestrian/Bikeway $ 8,000
   Article 3, Section 99233.3 Public Utilities Code, Div. 10, Part II, Chapter 4

4. Mariposa County Transit System including Meditrans $ 12,244
   Article 4.5, Section 99275 Public Utilities Code, Div. 10, Part II, Chapter 4

5. Regional Transit Services including contracts for YARTS $ 191,000
   Article 8, Section 99400c Public Utilities Code, Div. 10, Part II, Chapter 4

6. Unmet Needs $ 5,000
   Article 8, Section 99401.5 Public Utilities Code, Div. 10, Part II, Chapter 4

7. Mariposa County Streets and Roads $233,756
   Article 8, Section 99402 Public Utilities Code, Div. 10, Part II, Chapter 4

PASSED AND ADOPTED by the Mariposa County Local Transportation Commission this 20th day of June, 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

_____
Wayne Forsythe, Chair
Mariposa County Local Transportation Commission

ATTEST:

_____
Clerk of Board

APPROVED AS TO FORM:

_____
STEVEN W. DAHLEM, County Counsel

MARIPOSA COUNTY

Board of Supervisors

Local Transportation Commission LTC 23-015

MEETING: June 20, 2023

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works and Transportation

RE: Approve Zero-Emission Bus Rollout Plan for Mariposa County Transportation

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RECOMMENDATION AND JUSTIFICATION

Approve Zero-Emission Bus Rollout Plan for Mariposa County Transportation.

The Innovative Clean Transit (ICT) regulation became effective on October 1, 2019 and requires all California public transit agencies to gradually transition their bus fleets to zero-emission technologies. The ICT regulation applies to all transit agencies that own, operate, or lease buses with a gross vehicle weight rating (GVWR) greater than 14,000 pounds. Starting in 2029, all new bus purchases must be Zero-Emission Buses (ZEBs), with a goal of complete transition to ZEBs by 2040. Each Rollout Plan must be approved by their agency's governing body through the adoption of a resolution and submitted to the California Air Resources Board (CARB).

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Zero-Emission Bus Rollout Plan is a new requirement from the State. Large Transit Agency's were required to submit their Zero-Emission Bus Rollout Plan by July 1, 2020 and small transit agencies are required to submit their plans by July 1, 2023.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

California State Code of Regulations Title 13, Division 3, Chapter1, Article 4.3, Part 2023.1 (d) requires Mariposa County Transportation to submit our plan for conversion or be ineligible for future funding programs.

FINANCIAL IMPACT

Non-compliance would mean loss of funding for operations and capital projects of Mariposa County Transportation.

ATTACHMENTS

1. **LTC Resolution - Zero-Emission Bus Rollout Plan**
2. **Zero-Emission Bus Rollout Plan**

VOTE RESULT

RESULT: **Adopted (UNANIMOUS)**
MOVER: District I Supervisor Rosemarie Smallcombe
SECONDER: District IV Supervisor Miles Menetrey

AYES:	District IV Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District V Supervisor Forsythe, District II Supervisor Poe
ABSTAIN:	None

MARIPOSA COUNTY
LOCAL TRANSPORTATION COMMISSION
Resolution Number 2023-015

A Resolution Approving the Zero-Emission Bus Rollout Plan for Mariposa County Transportation

WHEREAS, the Mariposa County Local Transportation Commission (LTC) is the Regional Transportation Planning Agency (RTPA) for Mariposa County; and

WHEREAS, California Code of Regulations Title 13, Division 3, Chapter 1, Article 4.3, Part 2023. 1(d) Zero-Emission Bus Rollout Plan Requires that a transit agency Zero-Emission Bus Rollout Plan must be approved by its governing board: and

WHEREAS, Zero-Emission Bus Rollout Plan sets forth the Mariposa County Transportation Agency's plan which meets the following requirements:

- A goal of full transition to zero-emission buses by 2040 with careful planning that avoids early retirement of conventional internal combustion engine buses;
- Identification of the types of zero-emission bus technologies Mariposa County Transportation Agency is planning to deploy;
- A schedule of zero-emission and conventional internal combustion engine bus purchases and lease options;
- A schedule for conversion of conventional internal combustion engine buses to zero-emission technologies;
- A schedule for construction of facilities and infrastructure modifications or upgrades, including charging, fueling, and maintenance facilities, to deploy and maintain zero-emission buses;
- Explanation of how Mariposa County Transportation Agency plans to deploy zero-emission buses in Disadvantaged Communities;
- A training plan and schedule for zero-emission bus operators and maintenance and repair staff; and
- Identification of potential funding sources.

NOW THEREFORE BE IT RESOLVED, that the Mariposa County Local Transportation Commission does hereby approves the Mariposa County Transportation Zero-Emission Bus Rollout Plan as set forth in full.

BE IT FURTHER RESOLVED that insofar as the provisions of any Ordinance, Resolution, document, or previous action of the Mariposa County Local Transportation Commission, prior to the date of this Resolution, are inconsistent with the provisions of this Resolution or any policy adopted by this

Resolution, this Resolution and the Mariposa County Local Transportation Commission Policies adopted herein shall control.

ON MOTION BY Commissioner Rosemarie Smallcombe, seconded by Commissioner Miles Menetrey, this resolution is duly passed and adopted this 20th day of June, 2023 by the following vote:

AYES: Smallcombe, Poe, Toso, Forsythe, Menetrey
NOES: None
EXCUSED: None
ABSTAIN: None

Wayne Forsythe, Chair
Local Transportation Commission

ATTEST:

Clerk of the Board

APPROVED AS TO FORM:

Steven W. Dahlem, County Counsel

Zero-Emission Bus Rollout Plan

Mariposa County Transportation

Draft Pending Adoption by MCLTC June 20th, 2023

Section A: Transit Agency Information

Mariposa County Transportation
Mariposa County Health & Human Services Agency
PO Box 99
Mariposa, CA 95338

Air District: Mariposa County APCD

Total Number of Buses in Annual Maximum Service: 3
(*Bus* is defined as a transit vehicle with a gross vehicle weight greater than 14,000 lbs.)

Population: 17,131

Contact Information:

Kelly Taute
Administrative Analyst
Administrative Division, Transportation
Mariposa County Health & Human Services Agency
209-966-2000 x958
ktaute@mariposacounty.org

Mariposa County Transportation is not part of a joint group.

Section B: Rollout Plan General Information

Mariposa County plans to meet the 2040 deadline for zero-emission buses (ZEB). We eventually plan to move to battery-electric buses (BEB) as soon as the technology can support our usage demands.

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Section D: Current Bus Fleet Composition and Future Purchases

Table 1: Individual Bus Information of Current Bus Fleet

Number of Buses	Engine Model Year	Bus Model Year	Fuel Type	Bus Type
1	2009	2009	Gasoline	Cutaway
2	2011	2011	Gasoline	Cutaway

Table 2: Future Bus Purchase

Timeline (Year)	Total Number of Buses to Purchase	Number of ZEB Purchases	Percentage of Annual ZEB Purchases	ZEB Bus Type(s)	ZEB Fuel Type(s)	Number of Conv. Bus Purchases	Percentage of Annual Conv. Bus Purchases	Type (s) of Conv. Buses	Fuel Type(s) of Conv. Buses
2030	1	1	100%	EV	Plug-In	N/A	N/A	N/A	N/A
2033	1	1	100%	EV	Plug-In	N/A	N/A	N/A	N/A
2036	1	1	100%	EV	Plug-In	N/A	N/A	N/A	N/A

Table 3: Range and Estimated Costs of Future ZEB Purchases (by Delivery Date)

Timeline	Number of ZEBS	Bus Type(s)	Advertised BEB Range (Miles)	Estimated Cost of Each Bus
2030	1	Cutaway	200	$300,000
2033	1	Cutaway	200	$300,000
2036	1	Cutaway	200	$300,000

Section F: Service in Disadvantaged Communities

According to the United States Census Bureau Website, Mariposa County Transportation services three disadvantaged communities within Mariposa County. We service the Town of Mariposa, Coulterville, and Cathey's Valley.

Section G: Workforce Training

As we move forward with our upgrades, we plan to take advantage of the manufacturer's technician training to educate our drivers and technicians on proper use and servicing of EV buses.

Section H: Existing Funding Sources

Mariposa County, being a Disadvantaged Community, relies heavily on SB1 and TOT taxes to fund our many Countywide projects. We are pursuing Air Quality Improvement Funds to help with our upcoming infrastructure development in the coming years.

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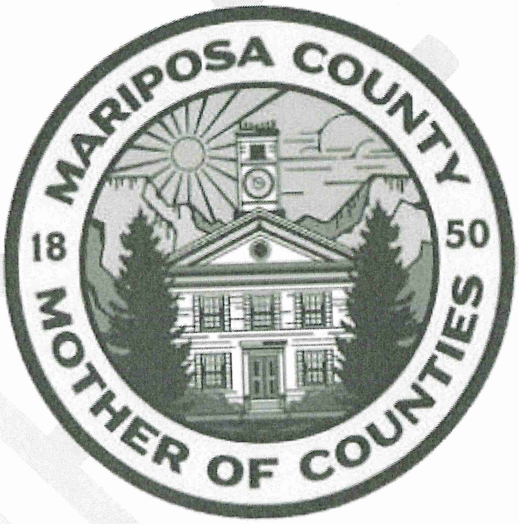

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MARIPOSA COUNTY
LOCAL TRANSPORTATION COMMISSION
Resolution Number 2023-____

A Resolution Approving the Zero-Emission Bus Rollout Plan for Mariposa County Transportation

WHEREAS, the Mariposa County Local Transportation Commission (LTC) is the Regional Transportation Planning Agency (RTPA) for Mariposa County; and

WHEREAS, California Code of Regulations Title 13, Division 3, Chapter 1, Article 4.3, Part 2023. 1(d) Zero-Emission Bus Rollout Plan Requires that a transit agency Zero-Emission Bus Rollout Plan must be approved by its governing board: and

WHEREAS, Zero-Emission Bus Rollout Plan sets forth the Mariposa County Transportation Agency's plan which meets the following requirements:

- A goal of full transition to zero-emission buses by 2040 with careful planning that avoids early retirement of conventional internal combustion engine buses;
- Identification of the types of zero-emission bus technologies Mariposa County Transportation Agency is planning to deploy;
- A schedule of zero-emission and conventional internal combustion engine bus purchases and lease options;
- A schedule for conversion of conventional internal combustion engine buses to zero-emission technologies;
- A schedule for construction of facilities and infrastructure modifications or upgrades, including charging, fueling, and maintenance facilities, to deploy and maintain zero-emission buses;
- Explanation of how Mariposa County Transportation Agency plans to deploy zero-emission buses in Disadvantaged Communities;
- A training plan and schedule for zero-emission bus operators and maintenance and repair staff; and
- Identification of potential funding sources.

NOW THEREFORE BE IT RESOLVED, that the Mariposa County Local Transportation Commission does hereby approves the Mariposa County Transportation Zero-Emission Bus Rollout Plan as set forth in full.

BE IT FURTHER RESOLVED that insofar as the provisions of any Ordinance, Resolution, document, or previous action of the Mariposa County Local Transportation Commission, prior to the date of this Resolution, are inconsistent with the provisions of this Resolution or any policy adopted by this

Resolution, this Resolution and the Mariposa County Local Transportation Commission Policies adopted herein shall control.

ON MOTION BY Commissioner _____, seconded by Commissioner _____, this resolution is duly passed and adopted this 20th day of June, 2023 by the following vote:

AYES:
NOES:
EXCUSED:
ABSTAIN:

_____
Wayne Forsythe, Chair
Local Transportation Commission

ATTEST:

_____
Clerk of the Board

APPROVED AS TO FORM:

_____
Steven W. Dahlem, County Counsel

Zero-Emission Bus Rollout Plan

Mariposa County Transportation

Draft Pending Adoption by MCLTC June 20th, 2023

Mariposa County Transportation

Mariposa County Transportation is administered by the Mariposa Health and Human Services Agency. Transportation services available are MARI-GO transit and MEDI-TRANS non-emergency medical transport. Operation hours are Monday through Friday, 8:30 a.m. to 4 p.m., except County Holidays. Riders must call in advance to schedule rides at 209-966-5315 or email us at transit@mariposacounty.org.

MARI-GO

A General Public, curb-to-curb transit service with designated route areas for Mariposa and Sonora.

MARI-GO schedules

- Monday - Highway 49 North, Bear Valley, Hornitos, Catheys Valley Areas
- Monday- Sonora shopping for North County residents
- Tuesday & Thursday - In town and 3-mile Radius
- Wednesday - Highway 49 South, Ponderosa Basin, Lush Meadows Areas
- Friday - Highway 140 East, Midpines and surrounding areas

MEDI-TRANS

The Medi-Trans program is a curb-to-curb non-emergency medical transportation service for scheduled appointments to Mariposa and surrounding Counties. There are no additional fees for those individuals that require a caregiver/attendant. An attendant may be required for some in office procedures.

Section A: Transit Agency Information

Mariposa County Transportation
Mariposa County Health & Human Services Agency
PO Box 99
Mariposa, CA 95338

Air District: Mariposa County APCD

Total Number of Buses in Annual Maximum Service: 3
(*Bus* is defined as a transit vehicle with a gross vehicle weight greater than 14,000 lbs.)

Population: 17,131

Contact Information:

Kelly Taute
Administrative Analyst
Administrative Division, Transportation
Mariposa County Health & Human Services Agency
209-966-2000 x958
ktaute@mariposacounty.org

Mariposa County Transportation is not part of a joint group.

Section B: Rollout Plan General Information

Mariposa County plans to meet the 2040 deadline for zero-emission buses (ZEB). We eventually plan to move to battery-electric buses (BEB) as soon as the technology can support our usage demands.

DRAFT

Our Zero-Emission Bus Rollout Plan was approved by the Mariposa County Local Transportation Commission on June 20th, 2023. Resolution #LTC 2023-xx is attached as part of our plan.

This Zero-Emission Bus Rollout Plan was prepared by Mariposa County staff.

Additional information regarding the Rollout Plan, please contact:

Jeannie Morvay-Clayton
Mariposa County Public Works, Transportation Planning Division
209-966-5356 x1156
jclayton@mariposacounty.org

Section C: Technology Portfolio

Our plan consists of replacing our three current 15-passenger gasoline powered buses with smaller 12 and 14-passenger vehicles. Our current service model of providing curb-to-curb service in our rural areas does not accommodate the larger 15-passenger buses. The County plans to purchase two cutaway buses with a better emissions rating and a gross vehicle weight under the 14,000 lb. threshold and one hybrid 12 or 14-passenger vehicle also under the 14,000 lb. threshold between 2024 and 2026. Changing our current fleet to eliminate the *bus* classification size vehicles and introducing hybrids will allow us time to tackle the logistics of building out electric charging station infrastructure countywide to support battery-electric buses/vehicles.

No early retirement of conventional buses is planned, only buses that have reached their useful life benchmark (ULB) will be replaced.

DRAFT

Section D: Current Bus Fleet Composition and Future Purchases

Table 1: Individual Bus Information of Current Bus Fleet

Number of Buses	Engine Model Year	Bus Model Year	Fuel Type	Bus Type
1	2009	2009	Gasoline	Cutaway
2	2011	2011	Gasoline	Cutaway

Table 2: Future Bus Purchase

Timeline (Year)	Total Number of Buses to Purchase	Number of ZEB Purchases	Percentage of Annual ZEB Purchases	ZEB Bus Type(s)	ZEB Fuel Type(s)	Number of Conv. Bus Purchases	Percentage of Annual Conv. Bus Purchases	Type (s) of Conv. Buses	Fuel Type(s) of Conv. Buses
2030	1	1	100%	EV	Plug-In	N/A	N/A	N/A	N/A
2033	1	1	100%	EV	Plug-In	N/A	N/A	N/A	N/A
2036	1	1	100%	EV	Plug-In	N/A	N/A	N/A	N/A

Table 3: Range and Estimated Costs of Future ZEB Purchases (by Delivery Date)

Timeline	Number of ZEBS	Bus Type(s)	Advertised BEB Range (Miles)	Estimated Cost of Each Bus
2030	1	Cutaway	200	$300,000
2033	1	Cutaway	200	$300,000
2036	1	Cutaway	200	$300,000

DRAFT

Section E: Facilities and Infrastructure Modification

Mariposa County Transportation has all its buses/vehicles serviced by Mariposa County Fleet Maintenance, which is a division of Mariposa County Public Works. There is currently only one maintenance yard for all County vehicles.

The three Transit buses are parked in the Fleet Maintenance yard at 4639 Ben Hur Rd, Mariposa, CA 95338. There are currently no charging stations at this location and as part of our plan we would need to consider installing them in the Fleet Maintenance yard or finding a new location to house them. Either way we would need at least three Plug-In charging stations to accommodate the three planned EV bus purchases.

Facility Name	Address	Main Function	Type of Infrastructure	Service Capacity	Needs Upgrade	Estimated Construction Timeline	Electric Utility Company
Mariposa County Fleet Maintenance	4639 Ben Hur Rd. Mariposa, CA 95338	Maintenance Yard & Fleet Storage	Solar Panels & Three Plug-In Chargers to be Installed	Three Buses After Installation	Yes	2030	Pacific Gas & Electric (PG&E)

DRAFT

Section F: Service in Disadvantaged Communities

According to the United States Census Bureau Website, Mariposa County Transportation services three disadvantaged communities within Mariposa County. We service the Town of Mariposa, Coulterville, and Cathey's Valley.

Section G: Workforce Training

As we move forward with our upgrades, we plan to take advantage of the manufacturer's technician training to educate our drivers and technicians on proper use and servicing of EV buses.

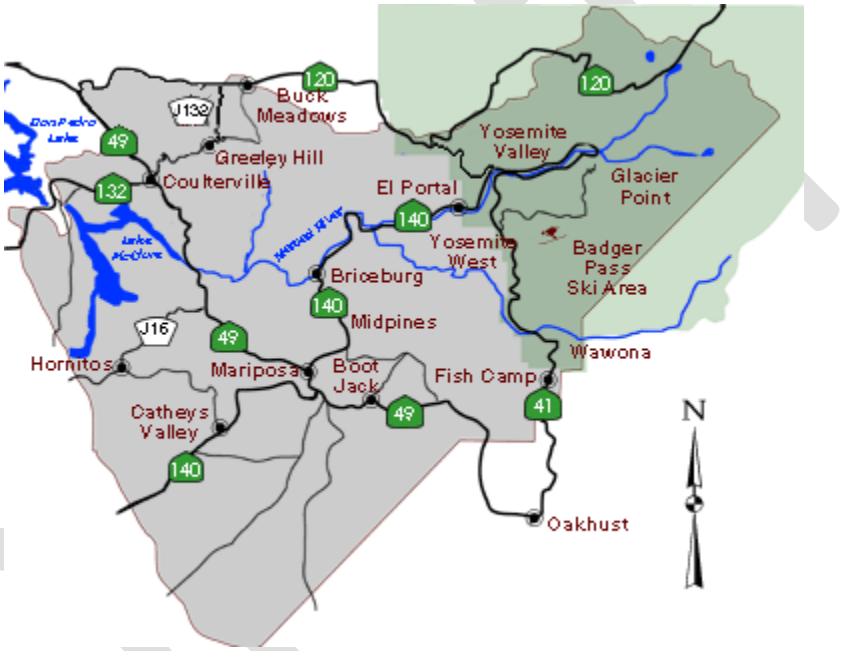
Section H: Existing Funding Sources

Mariposa County, being a Disadvantaged Community, relies heavily on SB1 and TOT taxes to fund our many Countywide projects. We are pursuing Air Quality Improvement Funds to help with our upcoming infrastructure development in the coming years.

DRAFT

Section I: Start-Up and Scale-Up Challenges

Mariposa County is a rural, mountainous area with its highest elevation reaching 12,040 ft. It has a total area of 1,463 square miles consisting of major highways, county-maintained roads (paved and dirt), with many dirt and gravel driveways for our transit drivers to navigate. Two highways – State Routes 49 and 140 – traverse the County, and three others – Routes 41, 120, and 132 – have portions within our County. The mountainous terrain along with temperature extremes typical of this area affect the efficiency of battery-operated vehicles.



Another consideration in Mariposa County moving to ZEBS has been the need for Transit vehicles to assist in countywide emergencies. There is no telling when an emergency will strike. Mariposa is not only home to some of the most beautiful scenery in the world but yearly experiences catastrophic weather and wildfire events. During these times of emergency all County personnel and vehicles can be called on to assist with evacuations and such to support emergency services. It would not bode well to have to tell the Sheriff that our new battery-electric buses/vehicles were still charging.

This is why Mariposa County has planned a combination of slight downsizing and a longer ramping up period of moving to ZEBS. The BEB technology is growing rapidly and hopefully will be able to meet our need for longer running time and faster charging within the timeframe we've proposed.

DRAFT

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-344

MEETING: June 20, 2023

TO: The Board of Supervisors

FROM: Steve Engfer, Planning Director

RE: Approve an Agreement with the Mariposa County Arts Council in the Amount of $35,000 for Phase II of the Working Land, Working Artists Project; and Authorize the Board of Supervisors Chair to Sign the Agreement

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RECOMMENDATION AND JUSTIFICATION

Approve an Agreement with the Mariposa County Arts Council in the Amount of $35,000 for Phase II of the Working Land, Working Artists Project; and Authorize the Board of Supervisors Chair to Sign the Agreement

The Our Town Grant Program is among the most substantial and successful creative placemaking grant programs available to communities. These grants support projects that integrate arts, culture, and design activities into efforts that strengthen communities by advancing local economic, physical, and/or social outcomes. Successful Our Town projects ultimately lay the groundwork for systemic changes that sustain the integration of arts, culture, and design into strategies for strengthening communities. Each year, the program funds a diverse array of projects from a variety of social and cultural contexts. This includes rural communities, many of which have used the grant to support comprehensive cultural planning efforts.

In FY 19-20, the Planning Department and Mariposa County Arts Council jointly applied for and received funding through this grant program to develop the Creative Placemaking Strategy. That document, which has been in development for several years and for which a public hearing will take place this afternoon, contains several priority recommendations that align with the proposed project, including Programs 1, 2, and 4.

In August 2021, the Board authorized the Planning Department to submit an application to the Our Town program for the Working Lands, Working Artists project. This project is intended to hire designers to develop art, design, and creative placemaking projects and programs to support the development of the Mariposa County Agriculture and Working Landscapes Conservation Plan (AWLCP) (see information in Background section below, RES-2019-522). That application was successful.

The initial agreements for this project allocated $5,000 to the Mariposa County Arts Council to lead the stakeholder engagement aspect of the project as well as an additional agreement for $35,000 to oversee the artist selection and management work for Phase I. The agreement included with this board item is for Phase II of this project which will allocate the remaining $35,000 to both the three selected artists to create their art pieces and to additional community engagement.

BACKGROUND AND HISTORY OF BOARD ACTIONS

RES-2022-589: Approve Two Agreements with the Mariposa County Arts Council for Amounts Not to Exceed $5,000 and $35,000 for Phase I of the Working Lands, Working Artists Project; Authorize the Board of Supervisors Chair to Sign the Agreements and Any Amendments (Subject to Approval as to Legal Form by County Counsel); and Approve Budget Action Increasing Revenue and Appropriations in the Planning Department Budget to Receive Unanticipated Funds ($75,000)

RES-2021-485: Adopt a Resolution Approving the Submittal of an Application to the National Endowment for the Arts (NEA) Our Town Grant Program to Fund the "Working Landscapes, Working Artists" Project; and Authorize the Board of Supervisors Chair to Sign the Grant Agreement, If Awarded (Subject to Approval as to Legal Form by County Counsel).

RES-2019-522: Approved the submittal of an Application to the Sustainable Agricultural Lands Conservation (SALC) Program Grant for Mariposa County and Authorize the Board Chair to sign the Letter of Support. This grant was awarded and funding is being used to produce the Mariposa County Agriculture and Working Lands Conservation Plan. This plan will result in a quantified analysis of the GHG benefits of the County's Ag/Working Landscape lands, long range conservation strategies, an educational program, and potential economic opportunities that are based on rancher, community and other key stakeholder participation.

RES-2018-387: Approved the submittal of an application to the NEA Our Town Grant Program to fund preparation of a countywide Creative Placemaking Master Plan, approved a letter of support, and authorized the Board of Supervisors Chair to sign the letter

RES-2018-026: Established the Creative Placemaking Strategy Advisory Committee, to which members were appointed on 3/13/2018.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Negative action will result in significant delays to this project.

FINANCIAL IMPACT

None

ATTACHMENTS

1. **Phase II Agreement**
2. **Phase II Budget Action**

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District I Supervisor Rosemarie Smallcombe
SECONDER:	District II Supervisor Shannon Poe
AYES:	District II Supervisor Poe, District I Supervisor Smallcombe, District IV Supervisor Forsythe, District V Supervisor Menetrey, District III Supervisor Toso
ABSTAIN:	None

AGREEMENT FOR PUBLIC ART, PLACEMAKING, AND ENGAGEMENT SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this __6th__ day of June, 2023, by and between the County of Mariposa, a political subdivision of the State of California, ("County"), and Mariposa County Arts Council, Inc. ("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 7/1/2024, whichever is earlier.

2. SERVICES

Contractor shall perform public art and placemaking services as described in Exhibit A, "Scope of Work + Cost Proposal," which is attached hereto and incorporated herein by reference. Contractor shall provide all staffing and materials necessary to perform the Scope of Work.

3. COMPENSATION

Contractor shall be compensated for services performed in an amount not to exceed $35,000 as set forth in Exhibit A, "Scope of Work + Cost Proposal," which is attached hereto and incorporated herein by reference. County shall pay Contractor within thirty (30) days of receipt of an approved invoice. 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 INSURANCE

Coverage shall be at least as broad as:

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

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

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

(4) Professional Liability (Errors and Omissions): Insurance appropriate to Contractor's profession, with a limit of no less than $2,000,000 per occurrence or claim, $2,000,000 aggregate.

(5) If Contractor maintains broader coverage and/or higher limits than the minimums shown above, County requires and shall be entitled to the broader coverage and/or higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to County.

B. OTHER INSURANCE PROVISIONS

The insurance policies are to contain, or be endorsed to contain, the following provisions:

(1) Additional Insured Status: County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 forms if a later edition is used).

(2) Primary Coverage: For any claims related to this Agreement, Contractor's insurance coverage shall be primary insurance with respect to Contractor's negligent performance of the services as respects County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

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

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

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

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

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

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

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

5. HOLD HARMLESS/INDEMNIFICATION

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

6. INDEPENDENT CONTRACTOR

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

7. PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)

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

8. STATE AND FEDERAL TAXES

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

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

9. AUDITS AND INSPECTIONS

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

10. ASSIGNMENT

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

11. NOTICE

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

CONTRACTOR:
Executive Director
Mariposa County Arts Council, Inc.
5009 Highway 140
P.O. Box 2134
Mariposa, CA 95338

COUNTY:
Senior Community Design and Development Planner
County of Mariposa
5100 Bullion Street
Mariposa, CA 95338

12. COMPLIANCE

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

13. PUBLIC RECORDS ACT

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

14. ENTIRE AGREEMENT AND MODIFICATION

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

15. ENFORCEABILITY AND SEVERABILITY

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

16. TERMINATION AND RIGHTS UPON TERMINATION

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

B. Either party may terminate this Agreement for convenience upon 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.

D. 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 + Cost Proposal." 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.

17. NO WAIVER

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

18. DISPUTES

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

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

19. CAPTIONS

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

20. NUMBER AND GENDER

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

21. MANDATORY AND PERMISSIVE

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

22. SUCCESSORS AND ASSIGNS

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

23. COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA"), Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the

electronic record pursuant to the CUETA, as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

24. OTHER DOCUMENTS

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

25. CONTROLLING LAW

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

26. AUTHORITY

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

27. NEGOTIATED AGREEMENT

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

28. NO RELIANCE ON REPRESENTATIONS

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

29. WARRANTY

County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby warrants that all work shall be performed in accordance

with generally accepted professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release.

30. FUNDING AVAILABILITY

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

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

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

COUNTY OF MARIPOSA	CONTRACTOR
_____	_____
Miles Menetrey, Chair Board of Supervisors	Cara Goger, Executive Director Mariposa County Arts Council, Inc.
COUNTERSIGNED: *(Government Code §25103)*	APPROVED AS TO FORM:
_____	_____
Danielle Bondshu Clerk of the Board	Steven W. Dahlem County Counsel

Exhibit A
SCOPE OF WORK + COST PROPOSAL

1. **Artist Contracting and Management: up to $27,000**

This task entails two contracting activities:

- Remaining contracting activities to address Phase I projects that have grown in scope since preliminary artist selection; and
- Selection and contracting of an additional piece that expands the overall Working Lands, Working Artists approach of deepening and engaging with the Agriculture and Working Lands Conservation Plan (ACLWP) effort through creative placemaking projects.

In each case, the contractor will be responsible for managing selected artist(s) in the production of work that has been deemed appropriate and effective at meeting the project's goals. Responsibilities in this task include:

- Quality assurance and control
- Artist compensation, funds for which are included in the professional services agreement between contractor and Mariposa County
- Ensuring that art is delivered in a timely manner to align with engagement milestones in the AWLCP development process
- Other tasks as needed

2. **Expanded Stakeholder Engagement: up to $8,000**

This task entails conducting targeted stakeholder engagement activities in areas of the County where the AWLCP and Working Lands, Working Artists projects will have the most impact. The premise of this task is to support both wider community engagement activities for this project, and growth in the capacity of local artists to co-create creative placemaking projects and public art with key stakeholders.

Though specific activities will be determined in coordination with selected artists, County Supervisors for districts where proposed projects are located, and other core participants as needed, tasks are anticipated to entail:

- Technical assistance to artists developing proposals and public presentations;
- Production of engagement materials, such as press releases, social media materials, and other promotional items;
- Participation in at least three in-person stakeholder engagement events
- Other tasks as needed

BUDGET ACTION FORM

FUND	DEP/DIV	ACCOUNT	DESCRIPTION	PROJECT	INCREASE	DECREASE
3498	249	51111	Regular Salaries and Wages			40,000
3498	249	60302	Design, Architectural, Engineering		40,000	
				TOTALS	40,000	40,000

TRANSFER BETWEEN FUNDS					DEBIT	Credit
				TOTALS	0	0

ACTION REQUESTED: (Check all that apply)

(X) 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.

( ) 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 Steven J. Engler DATE 6/8/2023

AUDITOR SIGNATURE DATE

COUNTY ADMINISTRATIVE OFFICER SIGNATURE DATE

APPROVED BY RES NO. CLERK DATE

DEPARTMENT

AUDITOR'S USE ONLY
BA #

Budget Revision Form Revised 08/2020

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-345

MEETING: June 20, 2023

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Approve a Memorandum of Understanding (MOU) with the Mariposa County Chamber of Commerce (Chamber) in Support of Community Events; and Authorize the Board of Supervisors Chair to Sign the MOU

RECOMMENDATION AND JUSTIFICATION

Approve a Memorandum of Understanding (MOU) with the Mariposa County Chamber of Commerce (Chamber) in Support of Community Events; and Authorize the Board of Supervisors Chair to Sign the MOU.

This agreement would provide an average of twenty thousand dollars ($20,000) annually for the Chamber to sponsor and support community events previously sponsored by the County. Event support may include planning, coordination, management and marketing of events as well as providing insurance.

If approved, staff would recommend no longer sponsoring non-County events to reduce liability exposure. The County could continue to provide support such as road closures, providing appropriate permits, and so on.

The MOU includes a requirement to continue sponsorship for events that have historically been sponsored by the Board. Event organizers will not be required to coordinate with the Chamber, but the Chamber is uniquely positioned to provide requested support and guidance in a way that will also provide support for local businesses.

With appreciation for the Chamber's willingness to help support beloved community events, and noting the benefits mentioned above, staff recommends approval of this item.

BACKGROUND AND HISTORY OF BOARD ACTIONS

On June 26, 2018, the Board discussed the possible development of an event sponsorship policy. Staff had noticed an increase in the frequency, scope, and volume of requests for County insurance to support community events. The discussion considered all costs to the County, including insurance and time from various staff; criteria for County sponsorship; risk and liability exposure; and compliance with the Americans with Disabilities Act (ADA), including accessible toilets, ramps, parking, sign language interpreters for speakers, and so on. Staff was directed to begin developing an appropriate policy.

On February 25, 2020, staff returned to the Board with a draft events policy for discussion. As part of

that conversation, staff reported eight additional considerations and provided criteria for sponsorship. Sponsorship was also clarified to focus on County fee waivers and in-kind services rather than providing insurance. The Board directed staff to share the draft policy with event organizers and return with any revisions for approval.

Discussions with event organizers were postponed due to the novel coronavirus pandemic that began in March 2020. When the Chamber was approached in 2022, they expressed interest in supporting and sponsoring events, including insurance, in lieu of County involvement.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve. Staff will need additional direction about how to proceed. Some liability exposure from community events will likely continue unless a future action to limit that liability is taken.

FINANCIAL IMPACT

This Agreement is a new expense of $40,000 over a term of two years.

ATTACHMENTS

1. **Chamber Events MOU**

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District IV Supervisor Wayne Forsythe
SECONDER:	District I Supervisor Rosemarie Smallcombe
AYES:	District II Supervisor Poe, District I Supervisor Smallcombe, District IV Supervisor Forsythe, District V Supervisor Menetrey, District III Supervisor Toso
ABSTAIN:	None

MEMORANDUM OF UNDERSTANDING

The MEMORANDUM OF UNDERSTANDING (MOU) is entered into on the last date written below in the Fiscal Year 2022-2023 and is between the County of Mariposa, a political subdivision of the State of California ("COUNTY"), the Mariposa County Chamber of Commerce ("CHAMBER"), pursuant to the following terms and conditions.

WITNESSETH

WHEREAS, COUNTY and CHAMBER collectively recognize the benefit of festivals, parades, concerts, and other community events to highlight local culture and character, inspire and unify residents, and attract visitors and shoppers for local businesses; and

WHEREAS, beloved community events do not always or cannot always meet the ideal of being fiscally self-reliant and must receive additional support from outside sources; and

WHEREAS, CHAMBER is interested in serving as a primary facilitator and sponsor of community events.

NOW THEREFORE, the parties hereto agree as follows:

1. CHAMBER will provide support for community events as needed by the event organizers. Support may include, but is not limited to, one or more of the following:
    a. Event planning and development
    b. Coordination with government agencies, including applying for relevant permits and arranging for traffic control, road closures, law enforcement presence, and so on.
    c. Americans with Disabilities Act (ADA) evaluation and compliance on private property.
    d. Liability and/or general insurance, including sufficient coverage for serving alcohol or other event-related activities. When insurance is provided, it shall be for a minimum of $2 million and COUNTY shall be named as additionally insured.
    e. Evaluating event operations and providing guidance to improve pricing, effectiveness, efficiency, and equity.
    f. Marketing of community events
    g. Support and management of community events
    h. Development of new events likely to appeal to residents and visitors

2. COUNTY will continue to support community events as directed by the Board of Supervisors. Support may include, but is not limited to, one or more of the following:
    a. Timely review of event permit applications
    b. Waiving permit fees
    c. Providing facilities for event use
    d. Closing roads in support of local events
    e. Authorizing Chamber staff to assist with County operations relating to the specific event
    f. Cost reductions for related County services
    g. Security support, as directed by the elected sheriff

3. Any community event may be considered part of this agreement. Preference will be given to those events previously sponsored by the County, including but not limited to the following:
    a. Mariposa Butterfly Festival and Parade
    b. Labor Day / Fair Parade
    c. Merry Mountain Christmas Parade and Tree Lighting
    d. Mariposa / Yosemite Hot Rod and Custom Car Show Parade
    e. Coulterville Coyotefest
    f. Christmas in Coulterville Parade
    g. Field of Service

DRAFT

h. Paseo de Mariposa
i. Wreaths Across America
j. Hornitos Enchilada Dinner
k. Coulterville Trunk or Treat
l. Mariposa Trunk or Treat
m. Civil War Reenactment
n. Other Historical Reenactments

4. COUNTY shall reimburse CHAMBER for event-related expenditures during the period of July 1, 2023 to June 30, 2025. Reimbursement invoices may include an administration fee, not to exceed ten percent (10%) of the invoice amount, for CHAMBER expenses and overhead related to the services provided in this Agreement. The total sum of reimbursements is not to exceed FORTY THOUSAND DOLLARS ($40,000) for the term of this agreement.

5. COUNTY will provide payment within thirty (30) days of receipt of an approved invoice and not more than once each month.

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

7. Notwithstanding the above, COUNTY acknowledges and maintains responsibility for ensuring public property including roads, sidewalks, and related infrastructure, is compliant with the Americans with Disabilities Act (ADA).

8. 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."

9. 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.

10. Either party shall have authority to terminate this Agreement at any time by providing a notice in writing that the Agreement is terminated. Said Agreement shall then be deemed terminated and no further work shall be performed by CHAMBER. If the Agreement is so terminated, CHAMBER shall be reimbursed for work completed prior to the time the notice of termination is received.

DRAFT

IN WITNESS WHEREOF, the parties have executed this Agreement as of the last date written below.

COUNTY OF MARIPOSA

_____
Miles Menetrey Date
Board Chair

APPROVED AS TO LEGAL FORM:

_____
Steven W. Dahlem Date
County Counsel

MARIPOSA COUNTY CHAMBER OF COMMERCE

_____
Date

DRAFT

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-346

MEETING: June 20, 2023

TO: The Board of Supervisors

FROM: Joe Lynch, Director of Health and Human Services

RE: Approve Submission of the "Mariposa FY2023-2026 Mental Health Services Act (MHSA) 3-Year Expenditure Plan," "Prevention and Early Intervention 2021-2022 Report," and "Annual Innovation Report 2021-2022" to the Department of Health Care Services (DHCS); Authorize the Health and Human Services Agency Director to Sign the Certifications and Any Subsequent Amendments with DHCS with Regard to the MHSA Plan (Subject to Approval as to Legal Form by County Counsel); and Authorize the Health and Human Services Agency Director to Implement the Activities Within the "Mariposa FY2023-2026 Mental Health Services Act (MHSA) 3-Year Plan" Upon DHCS Approval

---

RECOMMENDATION AND JUSTIFICATION

Approve Submission of the "Mariposa FY2023-2026 Mental Health Services Act (MHSA) 3-Year Expenditure Plan," "Prevention and Early Intervention 2021-2022 Report," and "Annual Innovation Report 2021-2022" to the Department of Health Care Services (DHCS); Authorize the Health and Human Services Agency Director to Sign the Certifications and Any Subsequent Amendments with DHCS with Regard to the MHSA Plan (Subject to Approval as to Legal Form by County Counsel); and Authorize the Health and Human Services Agency Director to Implement the Activities Within the "Mariposa FY2023-2026 Mental Health Services Act (MHSA) 3-Year Plan" Upon DHCS Approval.

Health and Human Services Agency (HHSA) staff engaged in a robust stakeholder process, providing education and receiving input and feedback from stakeholders on the next three years of MHSA. HHSA Deputy Director-Behavioral Health, Social Worker Supervisors of the adults, children's, Triage Response and Access to Care (crisis team), and substance use disorder teams met for training on the informative presentation and implementation of stakeholder meetings. HHSA staff also rely on stakeholders to inform and direct the MHSA programs. Participants were presented with an informative presentation regarding MHSA and were given an opportunity to provide feedback on perceived gaps in mental health services available in the county. Along with an open discussion, stakeholders were given a survey to fill out to provide their feedback. The lengthy planning process is described in detail on pages 16-21 of the attached Draft Plan. The MHSA Survey Results are also attached.

Prevention and Early Intervention (PEI) Annual Program Evaluation presents summaries and analysis of the six PEI projects active during the fiscal year (2021-2022). PEI is designed to engage individuals and prevent mental illnesses from becoming severe and disabling. PEI projects are also intended to increase the timely access to services for underserved populations. The goal is to reduce adverse outcomes that may be a result of an untreated mental health illness.

Innovation (INN) projects are designed to find new approaches to improve mental health services, delivery of services, quality of services, or improve outcomes by promoting interagency collaboration. Innovation projects must do one of the following: Introduce a mental health practice or approach that is new to the overall mental health system, including but not limited to, prevention and early intervention; make a change to an existing practice in the field of mental health, including but not limited to, application to a different population; or apply to the mental health system a promising community-driven practice or approach that has been successful in non-mental health contexts or settings. For Annual Innovation Report for 2021-2022, the status of the Pyschiatric Advance Directive (PAD) and Virtual Reality projects is detailed.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board approved the previous 20/23 MHSA Plan Update on June 16, 2020 by Resolution 2020-335.

The Board approved the previous 17/20 MHSA Plan Update on June 20, 2017 by Resolution 2017-406.

The Board approved the previous 14/17 MHSA Plan Update on April 22, 2014 by Resolution 2014-169.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

The MHSA Three-Year Plan with stakeholder and Board approval of the MHSA plan are required in order to receive MHSA funding. If this plan is not approved by the Board, Mariposa County Behavioral Health will lose a primary revenue source. This would result in the discontinuance of successful MHSA programs.

FINANCIAL IMPACT

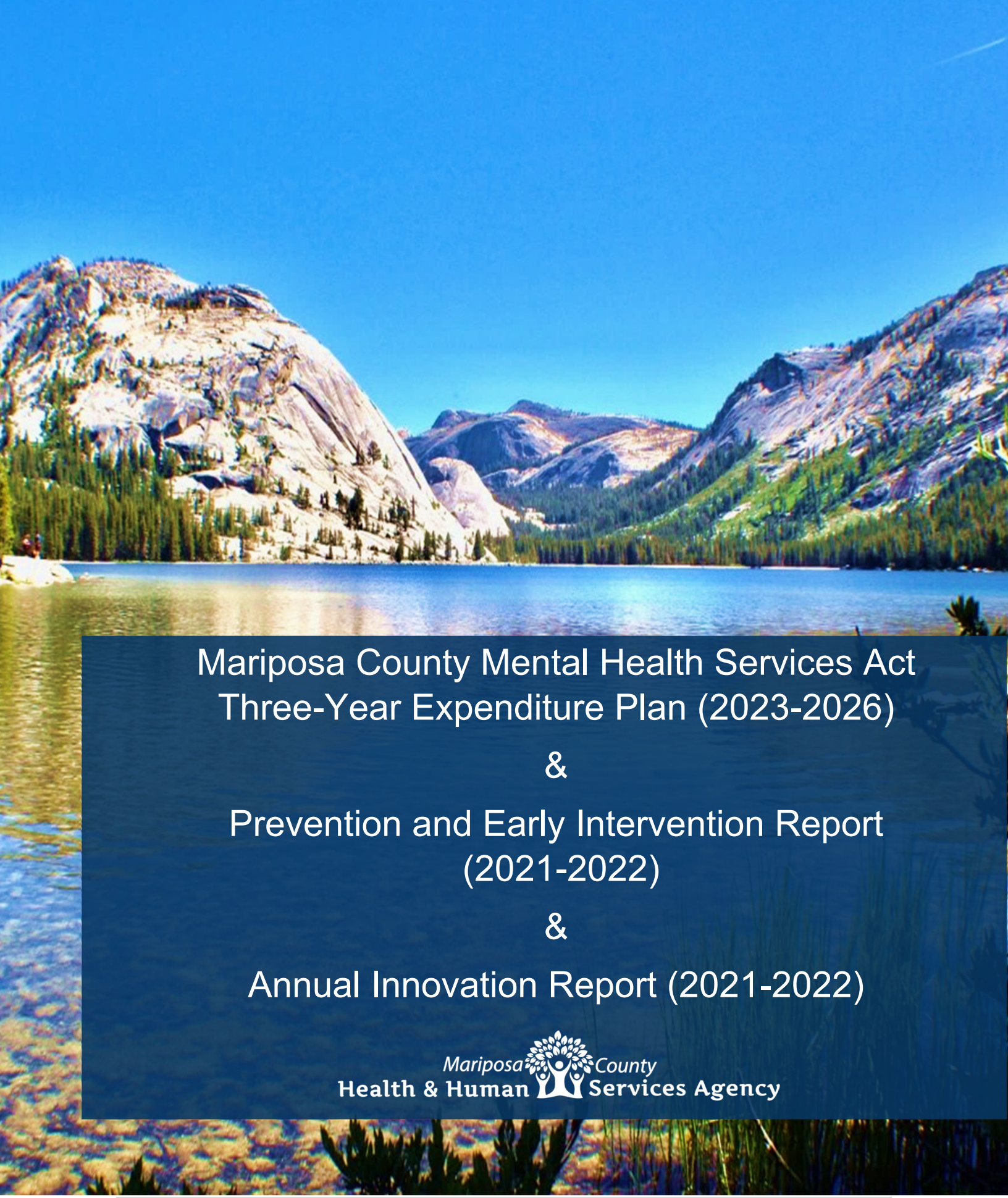
There is no impact on the General Fund.

ATTACHMENTS

1. **MHSA DRAFT Three Year Plan (2023-2026) & PEI Report (2021-2022)_BOS**
2. **MHSA 3YR PPT (23-26)BOS**

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District I Supervisor Rosemarie Smallcombe
SECONDER:	District IV Supervisor Wayne Forsythe
AYES:	District II Supervisor Poe, District I Supervisor Smallcombe, District IV Supervisor Forsythe, District V Supervisor Menetrey, District III Supervisor Toso
ABSTAIN:	None



Mariposa County Mental Health Services Act Three-Year Expenditure Plan (2023-2026)

&

Prevention and Early Intervention Report (2021-2022)

&

Annual Innovation Report (2021-2022)

Mariposa County
Health & Human Services Agency

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Mariposa County Mental Health Services Act Three Year Expenditure Plan 2023-2026

Executive Summary

This document serves as a blueprint and description of the programs proposed and funded by the Mental Health Services Act for the years 2023 through 2026.

Community Services and Supports (CSS):

- Full-Service Partnerships (FSP): Mariposa County Behavioral Health and Recovery Services (MCBHRS) plans to continue providing mental health services to serious mental illness/serious emotional disturbance populations.
- General System Development (GSD): The one Peer Support position assigned to the Wellness Center will continue as well as the operation of the Wellness Center.

Prevention and Early Intervention (PEI):

- Mental Health First Aid- Outreach for increasing recognition on early signs of mental illness.
- Mariposa Minds Matter Task Force- A task force to reduce Stigma and Discrimination around mental illness.
- Friendly Visitor Program – A prevention program to serve isolated elderly adults.
- Family Resource Center- An early intervention program for children, families, or caregivers to connect with parent-to-parent support, coaching, mentoring, referrals to services, and emotional peer support.
- Yosemite National Park- A prevention program to provide health interventions and education to increase emotional wellness for the Yosemite National Park employees and their families or caregivers.
- Aramark- A prevention program to provide health interventions and education to increase emotional wellness for Aramark employees and their families or caregivers.
- Central Valley Suicide Prevention Hotline- A prevention hotline to reduce mental illness related suicides and provide timely access to services.

Workforce Education and Training (WET):

- Regional Loan Repayment Program- A regional collaborative loan repayment program with the Central Valley Regional group.

Innovation (INN):

- Psychiatric Advanced Directive (PADS)- A multi-county collaborative project to create a standardized template and accessible technology.
- MCBHRS is in the development of a virtual reality Innovation project.

What is the purpose of this document?

This document serves as a blueprint and description of the programs purposed and funded by the Mental Health Services Act.

What is the Mental Health Services Act?

The Mental Health Services Act (MHSA), also known as Prop 63, was passed by California voters in 2004. The Act imposes a 1% tax on personal income in excess of one million dollars. This funding is then divided between the counties and used to address mental health across the state. Local County Mental Health Programs receive this money to operate an MHSA program.

MHSA Programs are intended to increase access and services for underserved and unserved populations.

MHSA includes five main components: Community Services and Supports (CSS); Prevention and Early Intervention (PEI); Innovation (INN); Workforce, Education and Training (WET); Capital Facilities & Technological Needs (CFTN).

Community Services and Supports (CSS) overarching purpose is to ensure that seriously mentally ill individuals have access to all necessary mental health services. This is provided through outreach and direct services for children, transitional aged youth, adults, and older adults with a serious mental illness.

Prevention and Early intervention (PEI) programs are partially intended to prevent a serious mental illness by promoting strategies that reduce risk factors. Additionally, PEI programs are to be designed to improve timely access to services and a better understanding of recognizing early signs of mental illness.

Innovation (INN) projects are to be designed to find new approaches to improve mental health services, delivery of services, quality of services, or improve outcomes by promoting interagency collaboration.

Workforce, Education and Training (WET) is the component of MHSA that aims to reduce the workforce shortages of qualified staff in the mental health field, by supporting, building, retaining and training.

Capital Facilities & Technological Needs (CFTN) is designed to address the infrastructure needs to support the implementation of technological needs in order to improve mental health services.

MHSA incorporates standard principles that are to be integrated throughout the mental health programs, services and supports.

What are the MHSA Standard Principles?

Community Collaboration – A process by which clients and/or families receiving services, other community members, agencies, organizations, and businesses work together to share information and resources in order to fulfill shared visions and goals.

Cultural Competence – Working to achieve the desired goals, while incorporating the community's diverse beliefs, racial/ethnic, cultural, and linguistic systems into Mariposa County's policies, program planning, and service delivery.

Client and Family Driven – Adult clients and families of children have the primary decision-making role in identifying his or her needs, preferences, and strengths. A shared decision-making role in determining services enhances the supports that are most effective for him or her.

Wellness, Recovery, and Resilience Focused – A health system that is focused on promoting wellness, recovery and resilience by people participating fully in their community.

Integrated Service Experiences for Clients and their Families – The client, and/or family accesses a full range of services provided by multiple agencies, programs, and funding sources in a comprehensive and coordinated manner. Mariposa County continues to promote all the standard principles that are fundamental to each of the MHSA programs.

What is a Three-Year Plan and an Annual Update?

MHSA regulation requires that counties prepare a three-year plan outlining programs and services that will be funded for the next three years. Counties are also required to provide subsequent annual updates to the three-year plan during that timeframe to address each of the components listed above, and any changes in programs. A three-year plan or an annual update requires community stakeholders to participate in a community planning process that allows stakeholders an opportunity to provide feedback on the programs and services counties offer through the MHSA funding.

MHSA Plan Timeline 2023-2026

2023	Three-Year Plan (2023 - 2026)
2024	Annual Update (2024 - 2025)
2025	Annual Update (2025 - 2026)
2026	Three-Year Plan (2026 - 2029)
2027	Annual Update (2027 - 2028)

Mariposa County Demographics

Mariposa County is a small, rural county in California with a population of approximately 17,569. This rural county is nestled in the Central Sierra Nevada Mountain range, west of Yosemite National Park, with a total of 1448.82 square miles. With about 11.8 residents per square mile, Mariposa is one of the smallest counties in the state. Mariposa County borders Yosemite National Park, which hosts up to 4 million visitors annually.

Mariposa County has no incorporated cities; and no permanent stoplights. There are eight census-designated areas: Mariposa, Midpines, Cathey's Valley, Coulterville, La Grange, Greeley Hill, El Portal, and Yosemite. Mariposa is the main population area of the county. With such a small population and a mountainous land mass, traversing Mariposa County can be difficult. It can take up to 90 minutes to reach from one end of the county to the other, and weather conditions may make roads dangerous and unusable. In addition, there is little to no public transportation in Mariposa County, which makes access to services difficult for geographically isolated people.

Age Population

Mariposa County's age demographics show that the Older Adult (65+) population is significantly higher at 28.9% compared to the statewide average of 14%. The average percentage of persons under 18 in California is 22.5%, higher than in Mariposa County, which is 20.3%. According to the 2020 US Census Bureau, in Mariposa County, approximately 4.2% of individuals are ages zero to five, 16.1% are between ages six to eighteen, and 50.8% are between nineteen and sixty-four.

Mariposa County Population 2020 Census	
Age Distribution	**Percentage**
0-5	4.2%
Under 18	16.1%
19-64	50.8%
65+	28.9%

Race/Ethnicity

Mariposa County has a predominantly white population. Census data from the U.S. census bureau website indicates that Mariposa County is approximately 79% White, 1.3% African American, Alaskan Native/American Indian 3.5%, Asian/Pacific Islander 1.6%, 12.1% Hispanic, and 2.5% of "other" groups. Although its racial/ethnic diversity is limited, the County has a Native American and Hispanic population. While not federally recognized, Mariposa County works closely with the local Mi-Wuk tribe to provide outreach and services.

Race/Ethnicity	Percentage
African American	1.3%
Alaskan Native/American Indian	3.5%
Asian/Pacific Islander	1.6%
White	79.0%
Hispanic	12.1%
Other	2.5%

Gender

According to the 2020 census data from the U.S. census bureau website, Mariposa County has 51% male and 49% female.

Gender	Percentage
Male	51%
Female	49%

Military Status

Mariposa County's adult population includes 1,522 veterans who make up 10.5% of the adult population and are mainly in the older age groups.

Language Spoken

The Census Reporter data from 2021 reports that Mariposa County residents' primary language is English at 91%. Spanish is 6%, and 3% is Indo-European, Asian & Pacific Island and other languages.

Language	Percentage
English	91%
Spanish	6%
Indo-European, Asian & Pacific Island, and Other	3%

Economic Landscape

Mariposa County has a wide variety of recreational opportunities available that makes the county one of California's most popular year-round vacation destinations, with Yosemite National Park annually drawing nearly four million tourists from all over the world. Yosemite National Park and its affiliates are amongst the area's largest employers. As such, tourism is this rural county's primary industry.

The per capita income is around $28,757 in comparison the statewide per capita income was $36,955 according to the American Community Survey 2019 data. The U.S Census Bureau data from 2019 reports the median household income at $48,820 which is significantly lower than the California median household income of $80,440.

The 2020 Census Bureau estimates 15.2% of the population lives at or below the poverty line. This number is higher than the national average of 12.3%. The Kids Count Data Center reports that children living in poverty in 2016 for Mariposa County was 19.3%.

As of December 2020, the unemployment rate for Mariposa sits at 10.3%. The state unemployment rate is 9.1% and the national unemployment rate is 6.7%. The lack of available jobs leads to higher unemployment, lower median household incomes, and a higher proportion of the population living below poverty, as compared to the state overall.

Geographic Isolation

The County spans approximately 1448.82 square miles. Residences tend to be spread out and relatively isolated from large urban centers. All county services are provided in the unincorporated township of Mariposa, with some agencies, including Health and Human Services Agency, providing limited services to those communities geographically removed from the town of Mariposa. The sparse population of the County, to its geographic size, coupled with a lack of public transportation and infrastructure, results in considerable social isolation.

Combined with a lack of opportunity, the isolation of the County's residents creates an environment ripe for depression, anxiety, and other mental and behavioral health disorders. Also, it provides an environment conducive to illegal activities and substance abuse. Additionally, those in need of services face multiple barriers to accessing them.

Housing

The 2019 Mariposa County Needs Assessment estimated that 33.5% of homeowners in Mariposa County are “housing burdened” in that they spend 35% or more of household income on housing costs, while renters spend 38.5%. Furthermore, fair market rent prices have steadily increased for all rental-housing sizes over the years. Additionally, the population struggles with housing, food security, access to healthcare, and transportation –without basic needs, individuals and families can easily fall into cyclical poverty.

What is a Stakeholder?

A stakeholder is defined by Title 9 as "An individual or entity with an interest in mental health services in the state of California, including but not limited to: an individual with serious mental illness and/or emotional disturbance and/or their families; providers of mental health and/or related services such as physical health care and/or social services; educators and/or representatives of education; representatives of law enforcement; and any other organization that represents the interests of individuals with serious mental illness and/or serious emotional disturbance and/or their families."

Three-Year Planning Process:

Planning/Development Stage (September - October)	•Begin developing a robust list of stakeholders •Develop extensive stakeholder survey •Begin planning for stakeholder meetings
Stakeholder Input/Feedback (October - January)	•Conduct stakeholder meetings •Receive feedback •Begin gathering data
Draft Three-Year Plan (January - March)	•Continue to receive stakeholder feedback •Evaluate all stakeholder feedback •Plan and execute draft MHSA plan
Public Review (March - April)	•Take draft MHSA plan to Behavioral Health Board for review •Post draft MHSA plan for 30 days •Continue to receive feedback / input
Public Hearing (May)	•Behavioral Health Board hosts public hearing •Stakeholders provide final feedback •Make edits / additions etc. to draft MHSA plan
Approval (May – June 1st)	•Submit MHSA 3yr plan to Board of Supervisors for approval •Submit approved MHSA 3yr plan to DHCS within 30 days •Submit approved MHSA 3yr plan to MHSOAC

Stakeholder Input/Feedback:

Stakeholder feedback was gathered beginning in September 2022 and continued through December 2022. Mariposa County Behavioral Health and Recovery Services (MCBHRS) attended eighteen different stakeholder groups to provide education and garner feedback. A total of 139 surveys were completed over the four-month period. The surveys were also posted on our Facebook page, and available in all Behavioral Health lobbies.

30 Day Public Comment:

The draft MHSA 3-Year Program and Expenditure Plan for Fiscal Year 2023-2026 was posted for a 30-day public review and comment period from April 25, 2023, through May 25, 2023.

Circulation Methods:

The DRAFT MHSA3-Year Plan was made available to the community for 30 days. It was posted on the Mariposa County Behavioral Health website and the Mariposa County Health & Human Services Facebook page on May 25, 2023.

Public Hearing:

After the 30-day public review and comment period, a Public Hearing was held by the Behavioral Health Board on 5/30/2023. A notification of a Public Hearing was incorporated in this Draft MHSA 3-Year Plan, as well as being posted in the local newspaper and on our county website during the 30-day public review and comment period.

Board of Supervisors Approval:

The draft MHSA 3-Year Plan and Expenditure Plan for Fiscal Year 23/24 through Fiscal Year 25/26 was presented to the Board of Supervisors for approval on (enter date here). Board of Supervisors Approved Plan on (enter date here).

Notice of Public Hearing

NOTICE IS HEREBY GIVEN that the County of Mariposa will conduct a Public Hearing at the Meeting of the Mariposa County Behavioral Health Board on May 30, 2023 at 10:00 a.m. or as soon thereafter as the item can be heard. The Draft "Mariposa County Mental Health Services Act (MHSA) Three-Year Expenditure Plan (2023–2026)" and "Prevention and Early Intervention Report (2021-2022)" and "Annual Innovation Report (2021-2022)" will be reviewed during this meeting. The meeting will be held in person at the Health & Human Services Mariposa Conference Room, 5362 Lemee Lane, Mariposa, CA, and via teleconference. Please join the meeting in-person or by calling the number below.

You can dial in using your phone: 1-669-900-6833
Meeting ID 985-9834-5239, Participant ID #, Password 123456

Mariposa County Behavioral Health and Recovery Services (MCBHRS) invites all interested persons to attend in person or via teleconference to review the proposed Draft "Mariposa County Mental Health Services Act (MHSA) Three-Year Expenditure Plan (2023–2026)" and "Prevention and Early Intervention Report (2021-2022)" and "Annual Innovation Report (2021-2022)" and to make comments or suggestions.

A copy of the Draft "Mariposa County Mental Health Services Act (MHSA) Three-Year Expenditure Plan (2023–2026)" and "Prevention and Early Intervention Report (2021-2022)" and "Annual Innovation Report (2021-2022)" Mariposa County Mental Health Services Act (MHSA) Plan (2023–2026) was made available as of May 25, 2023.

An electronic copy is available for viewing and printing on the Mariposa County website at www.mariposacounty.org under Government - Divisions - Behavioral Health & Recovery Services - Mental Health Services Act Information. An electronic copy can be sent via email upon request. Please email Jinger Feuerstein at jfeuerstein@mariposacounty.org to request a copy.

We welcome your full participation in the public review process. We encourage interested persons to review and comment upon the proposed plan.

If you have any questions, please phone Donya Evans or Jinger Feuerstein at (209) 966-2000.

The purpose of the Public Hearing is to provide citizens an opportunity to comment on the proposed activities. If you are unable to attend the Public Hearing, you may direct written comments to Mariposa County Behavioral Health and Recovery Services, P.O. Box 99, Mariposa, CA 95338, or you may telephone (209) 966-2000.

If you plan to attend the Public Hearing via teleconference and need a special accommodation because of a sensory or mobility impairment/disability, or have a need for an interpreter, please contact Donya Evans at (209) 966-2000 to arrange for those accommodations.

The County makes all programs available to all persons regardless of age, race, color, religion, sex, national origin, sexual preference, marital status, or disability.

Stakeholder Input and Feedback

Local Stakeholder Process:

Mariposa County Behavioral Health and Recovery Services (MCBHRS) engaged in a robust stakeholder process, providing education and receiving input and feedback from stakeholders on the next three years of MHSA. MCBHRS Deputy Director, Social Worker Supervisors of the adults, children's, Triage Response and Access to Care (crisis team), and substance use disorder teams met for training on the informative presentation and implementation of stakeholder meetings (See Appendix K for sample of CPPP staff training material). A Social Worker Supervisor and Staff Analyst/MHSA coordinator (See Appendix G & H for sample for job descriptions) collaborated to review MHSA regulations around the CPPP process (See Appendix F for sample of P&P), scheduled stakeholder meetings and facilitated an informative MHSA presentation to stakeholders.

MCBHRS relies on stakeholders to inform and direct the MHSA programs. Participants were presented with an informative presentation regarding MHSA and were given an opportunity to provide feedback on perceived gaps in mental health services available in the county. Along with an open discussion, stakeholders were given a survey (See Appendix A for sample of the survey and survey responses) to fill out to provide their feedback. At the end of the presentation, stakeholders were given a copy of the informative material (See Appendix B for sample of informative material) and a flyer with access to the electronic MHSA survey (See Appendix C for sample of flyer). In the chart below, you will find a comprehensive list of stakeholders.

Stakeholder Group	Date	Number of Participants
Mariposa County Unified School District	10/03/22	1
Mariposa Safe Families	10/04/22	4
Behavioral Health All Staff	10/06/22	37
Child Welfare Services (CWS)	10/11/22	9
Wellness Center	10/18/22	5
American Association University Women (AAUW)	10/19/22	3
Alliance/Mountain Crisis, Heritage House Connections, CASA, Ethos	10/25/22	6
HHSA Public Assistance	10/27/22	7
Yosemite National Park Medical Clinic	11/01/22	8
Behavioral Health Board	11/02/22	6
Mercy Ambulance	11/08/22	5
Sheriff's Department	11/09/22	14
HHSA Public Health	11/08/2022	13
JCF Hospital	11/07/2022	1
District Attorney's Office	11/15/2022	3
Sierra Quest Human Services Foundation/Quest Community Counseling	11/17/2022	3
Aramark/Yosemite National Park	11/28/2022	4
Yosemite National Park Counselor	11/29/2022	1

To engage more individuals and to ensure that those who wanted an opportunity to voice and express their feedback, MHSA flyers with information on how to access the survey electronically (via SurveyMonkey) was posted at Health and Human Services Agency, Health and Human Services Agency Coulterville Office, Family Service Center, Health and Human Services Agency Community Health Center, Senior Center, Health and Human Services Agency Facebook (See Appendix D for sample of Facebook post), and Health and Human Services Agency Intranet (See Appendix E for sample of intranet post).

Mariposa County emailed the MHSA educational PowerPoint and MHSA flyer with information on how to access the MHSA survey to the following stakeholder groups: Manna House, Social Vocational Services, ICES, and First 5 (See Appendix I for sample of email).

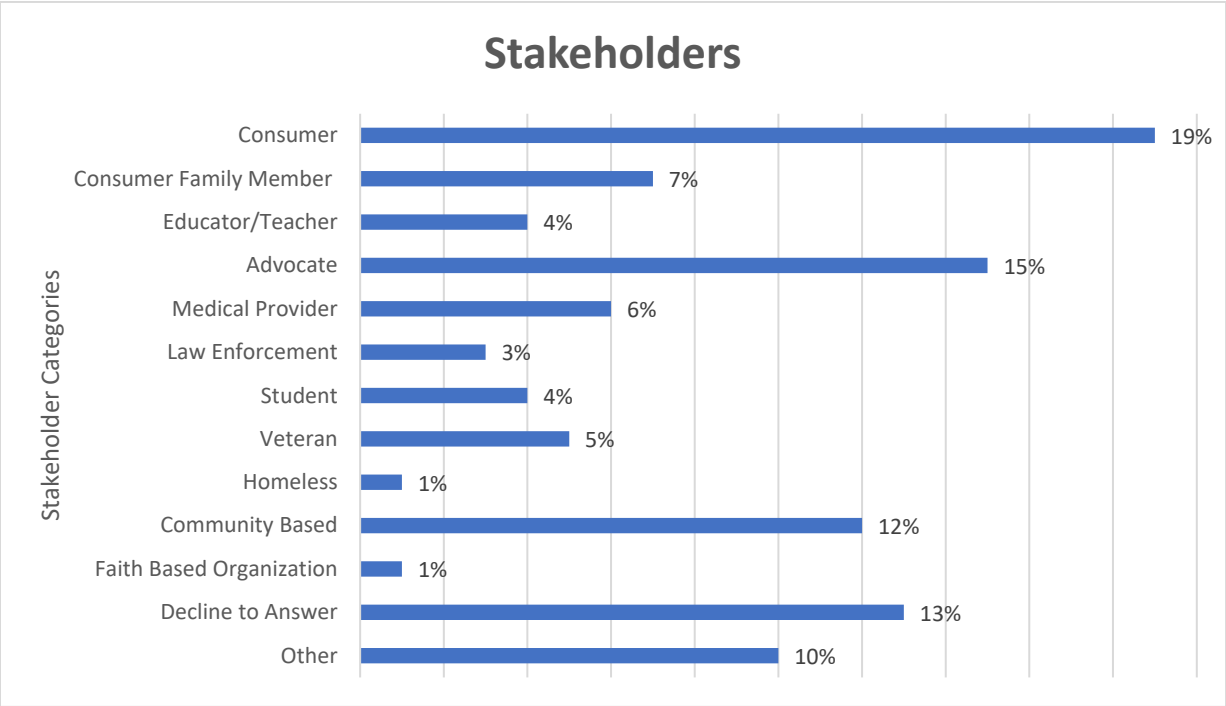
MCBHRS had an opportunity to reach a new level of stakeholders, for the first time, MCBHRS set up an MHSA booth at Mariposa County's annual Labor Day fair and at our Veterans Ceremony that was held at our local Senior Center. The booth contained an informative poster board and MHSA flyer with information requesting community feedback and access to the survey, along with IPADS to link stakeholders to the MHSA survey directly.

Stakeholder Description:

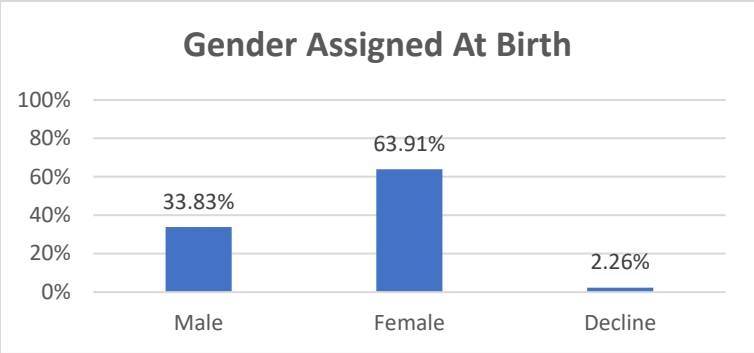
Mariposa County stakeholders are individuals with mental illness, including children, youth, adults, and seniors; family members of consumers with mental illness; service providers; educators; law enforcement officials; veterans; substance use treatment providers; health care providers; community-based organizations; and other community members with an interest in mental health.

There was a total of 139 respondents to the stakeholder survey. Below reflects some demographic information about the respondents.

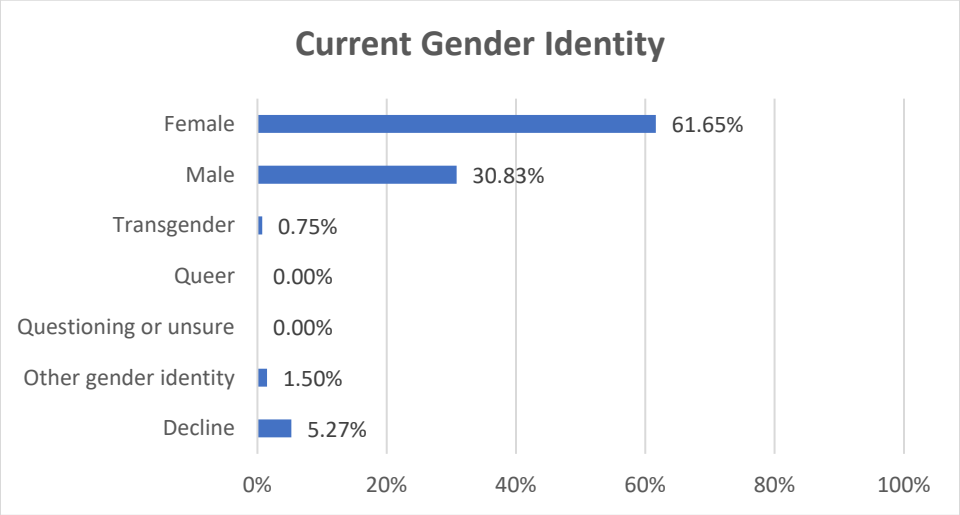
The highest percentage of respondents was consumers at 19%, advocates represented 15%, community-based represented 12%, and 13% declined to answer.



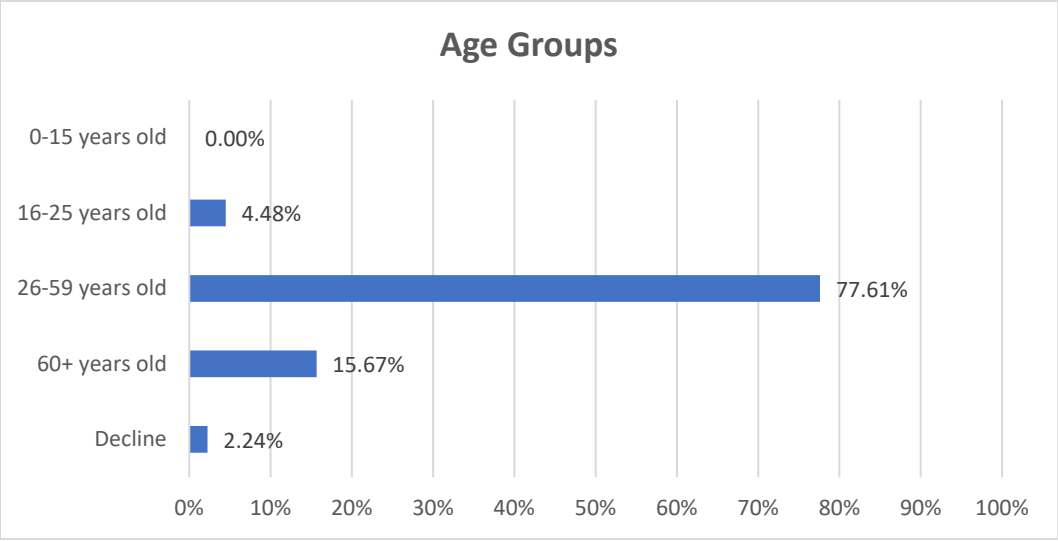
Out of 133 responses, 63.91% identified their gender assigned at birth as female, 33.83% identified as male, and 2.26% declined to answer.



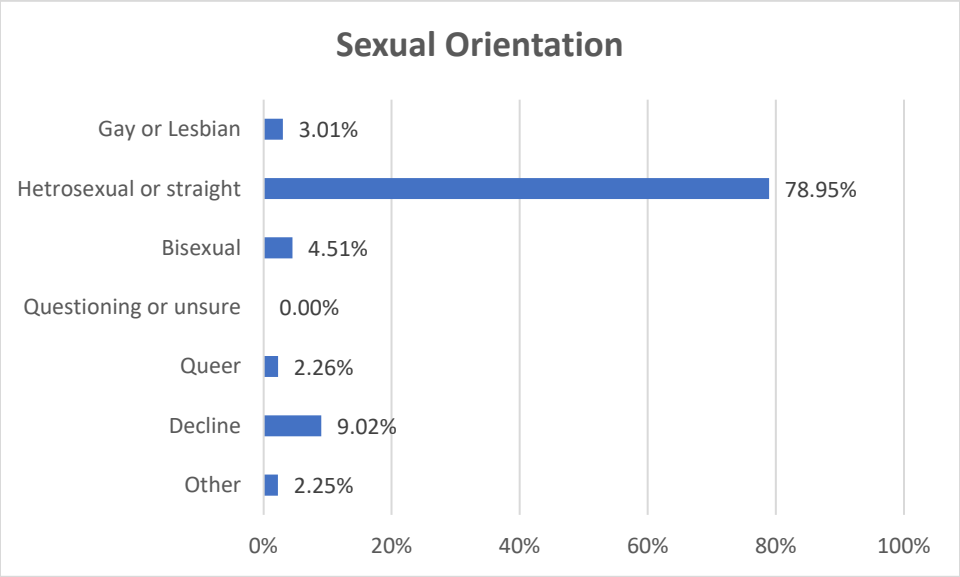
Out of 133 responses, 61.65% identified their current gender identity is female, 30.83% as male, 0.75% identify as transgender, 0% identified as queer, 0% questioning or unsure, 1.50% other gender identities, and 5.27% declined to answer the question.



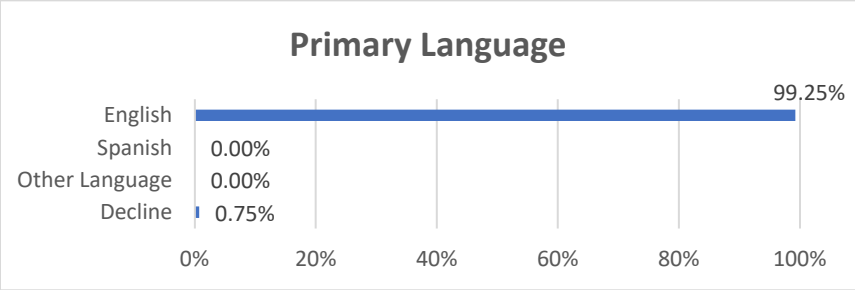
Most respondents were between the 26-59 age group. Four-point four eight percent of respondents were between the age 16 and 25, 77.61% were between the ages of 26-59, 15.67% were over the age of 60 and around 2.24% declined to answer the question.



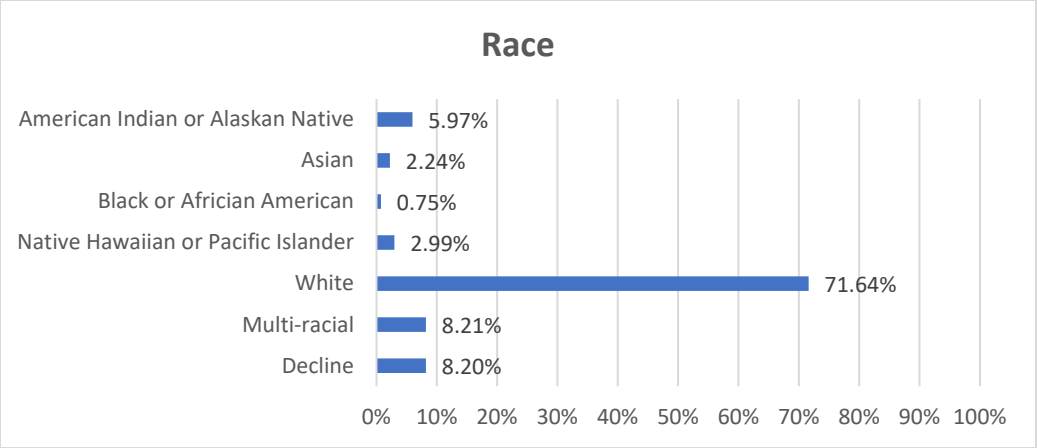
Respondents were asked what their sexual orientation is, and out of 133 responses, 3.01% identified as Gay or Lesbian, 78.95% Heterosexual or straight, 4.51% Bisexual, 0% Questioning or unsure, 2.26% Queer, 9.02% declined to answer, and 2.25% identified as other.



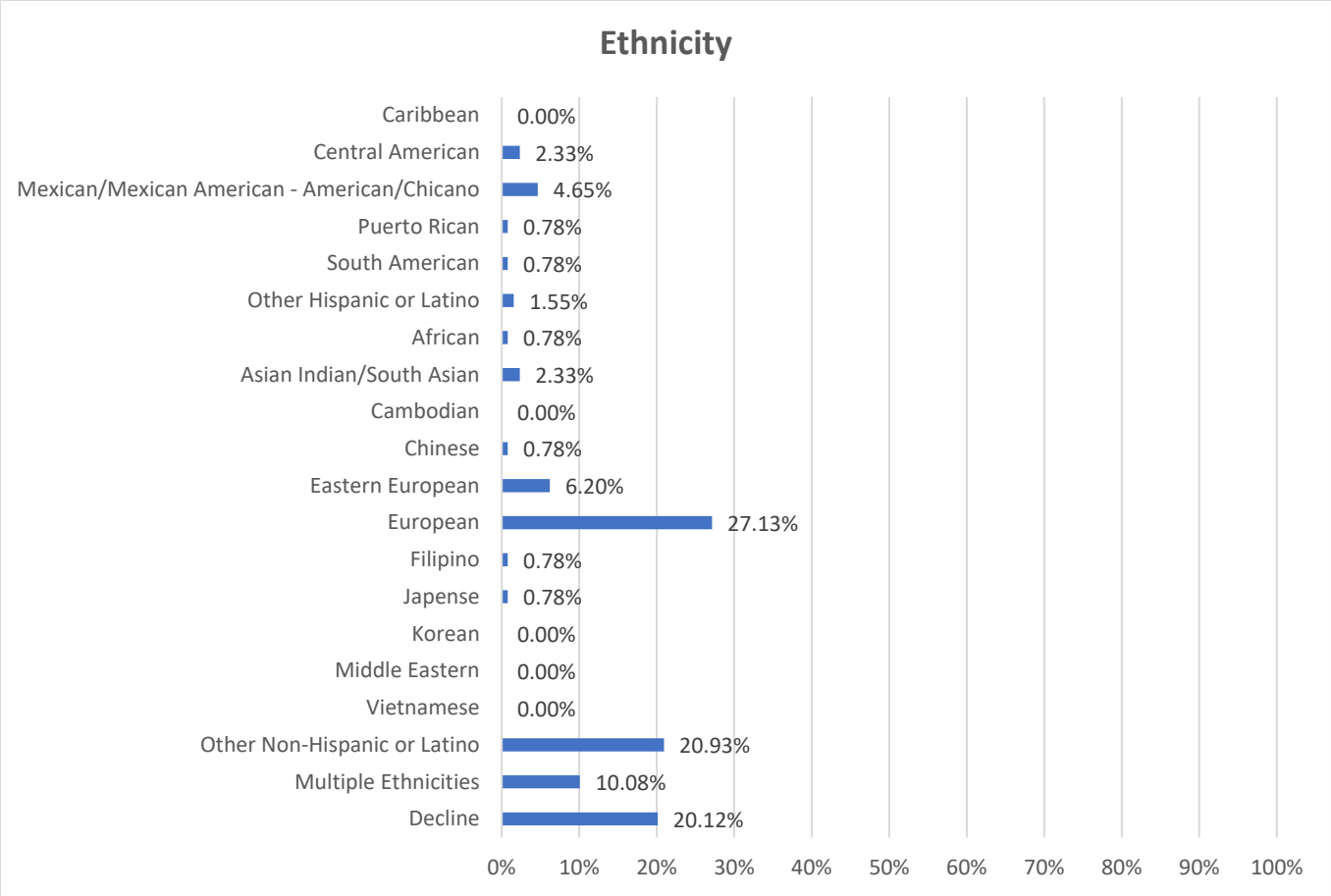
An overwhelming number of respondents identified their primary language as English at 99.25% of respondents, 0% Spanish and Other Language, and 0.75% declined to answer.



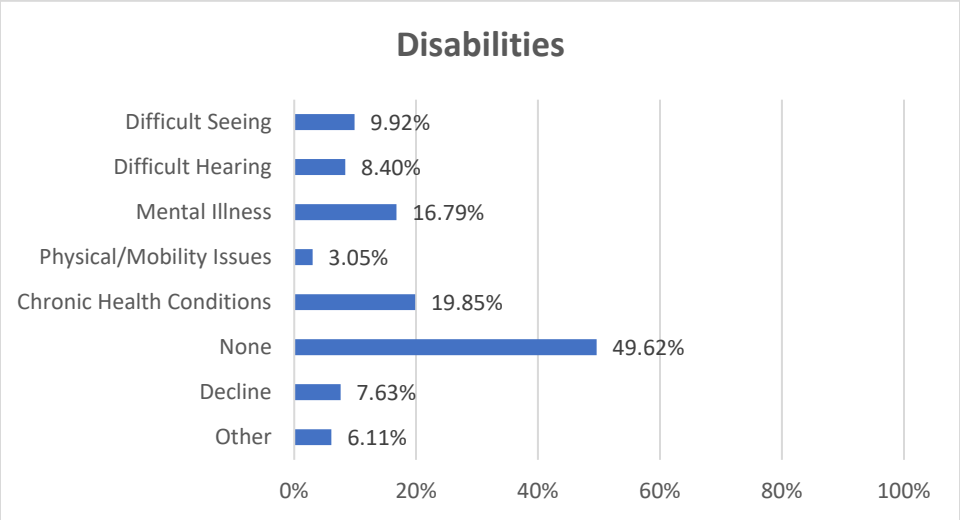
Participants were asked to identify their race; out of the 134 responses, 71.64% identified their race as White, mirroring the county demographics. 2.24% percent of respondents identified as Asian, 0.75% as Black or African American, 2.99% as Native Hawaiian or Pacific Islander, 8.21% as multi-racial, and 8.20% declined to answer.



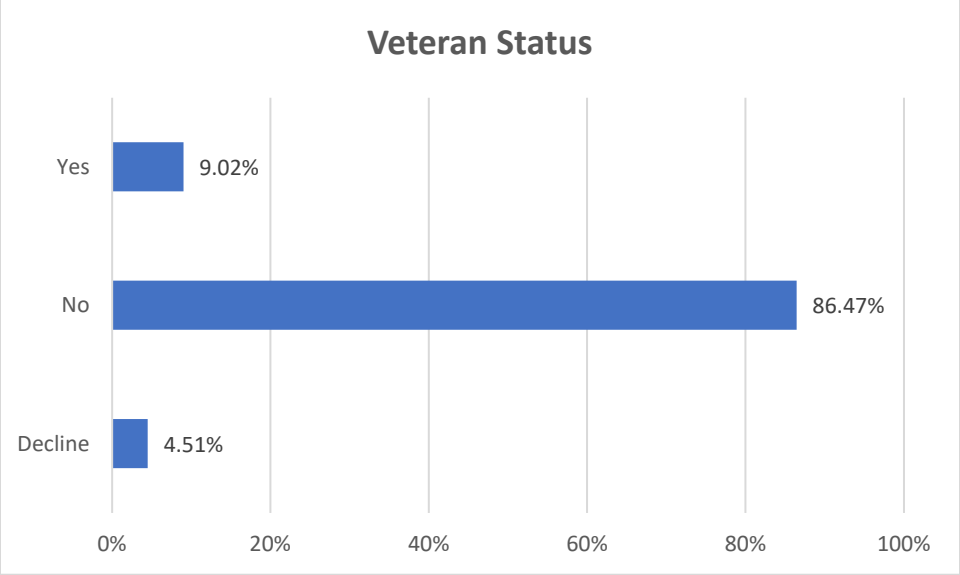
Out of 129 respondents, the most significant percentage is 27.13%, who identified as European, while 20% identified as Other Non-Hispanic or Latino, and 20% declined to answer.



Out of 131 respondents, 49.62% identified they had no disabilities, 9.92% difficult seeing, 8.40% difficult hearing, 16.79% identified as having a mental illness, 3.05% physical/mobility issues, 19.85% with chronic health conditions, 7.63% declined to answer, and 6.11% as Other.

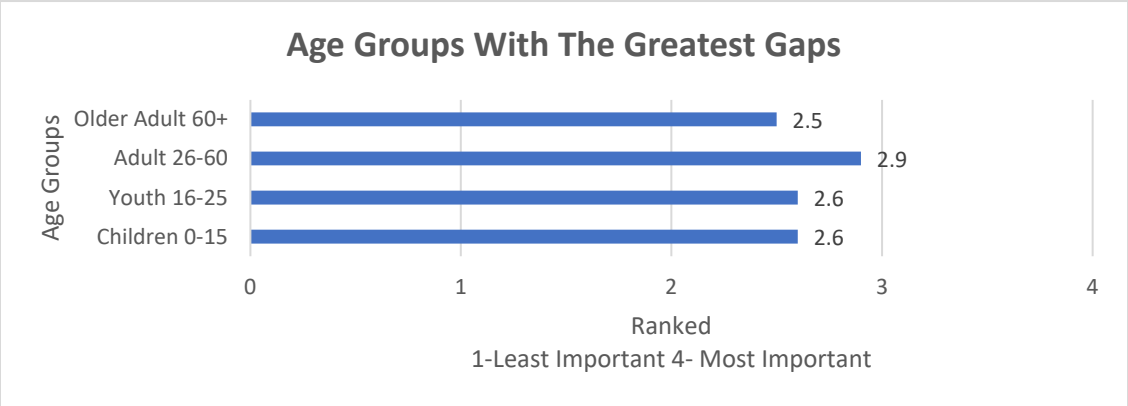


Participants were asked if they were a veteran, and out of 131 responses, 86.47% answered no, 9.02% answered yes, and 4.51% declined to answer.



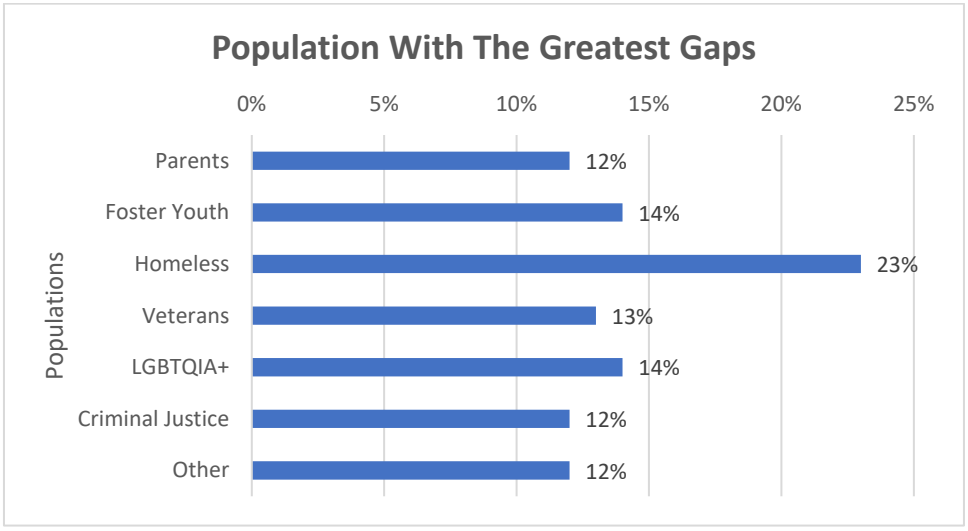
Stakeholder Results:

Stakeholders were asked out of children (0-15), youth (16-25), adults (26-59), and older adults (60+) who have the greatest needs or gaps in mental health services. They were asked to identify the age group with the most gaps on a scale of 1-being least important to 4- Most important. Respondents rated adults (26-60) on average as a 2.9 with having the greatest needs or gaps in mental health services, Children (0-15) and youth (16-25) on average as a 2.6, and older adults (60+) on average as a 2.5.



Stakeholders were asked out of the following groups: parents, foster youth, homeless, veterans, LGBTQIA+, criminal justice involvement, or others who have the greatest needs or gaps in mental health services. Twenty-three percent of respondents identified the homeless population with the greatest gaps in mental health services, 14% Foster Youth and LGBTQIA+, 13% Veterans, 12% Parents, Criminal Justice, and "other."

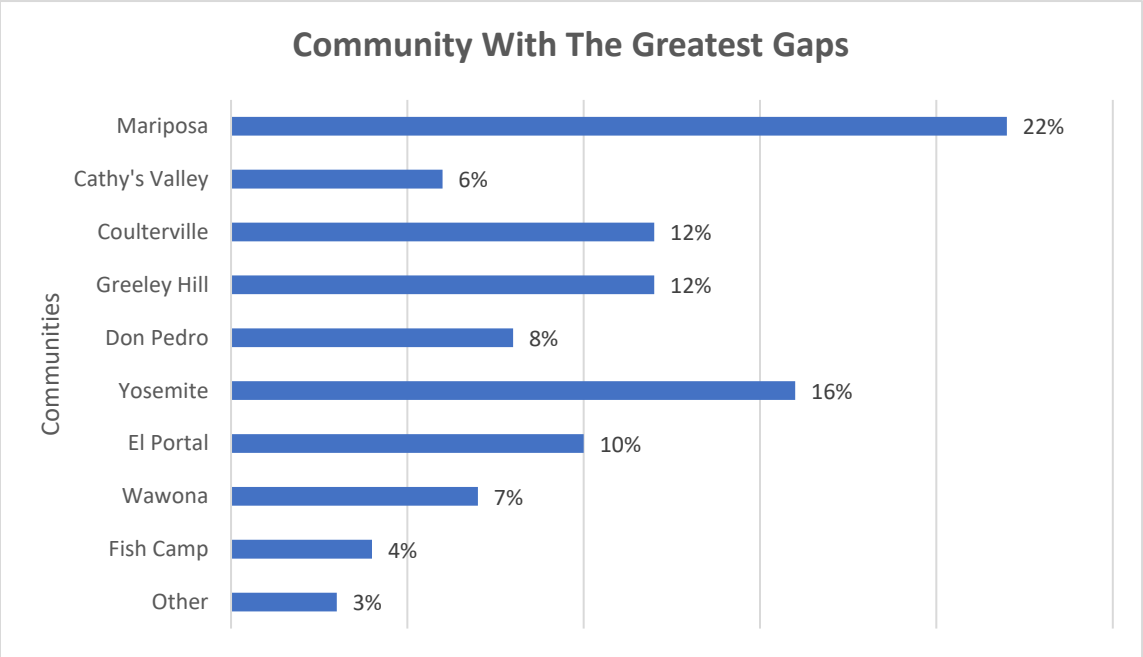
In addition to the categories listed in the figure below, participants who indicated “other” identified First responders, workers in isolated and rural areas such as Yosemite National Park, and the elderly population as groups having needs or gaps in mental health services.



Stakeholders were asked out of the following communities Mariposa, Cathy's Valley, Coulterville, Greeley Hill, Don Pedro, Yosemite, El Portal, Wawona, Fish Camp, or others which have the greatest needs or gaps in mental health.

Thirty-seven percent of respondents identified Yosemite (Yosemite, El Portal, Wawona, and Fish Camp) as the highest community with the greatest gaps for mental health services. Stakeholders identify these communities as more rural and isolated areas.

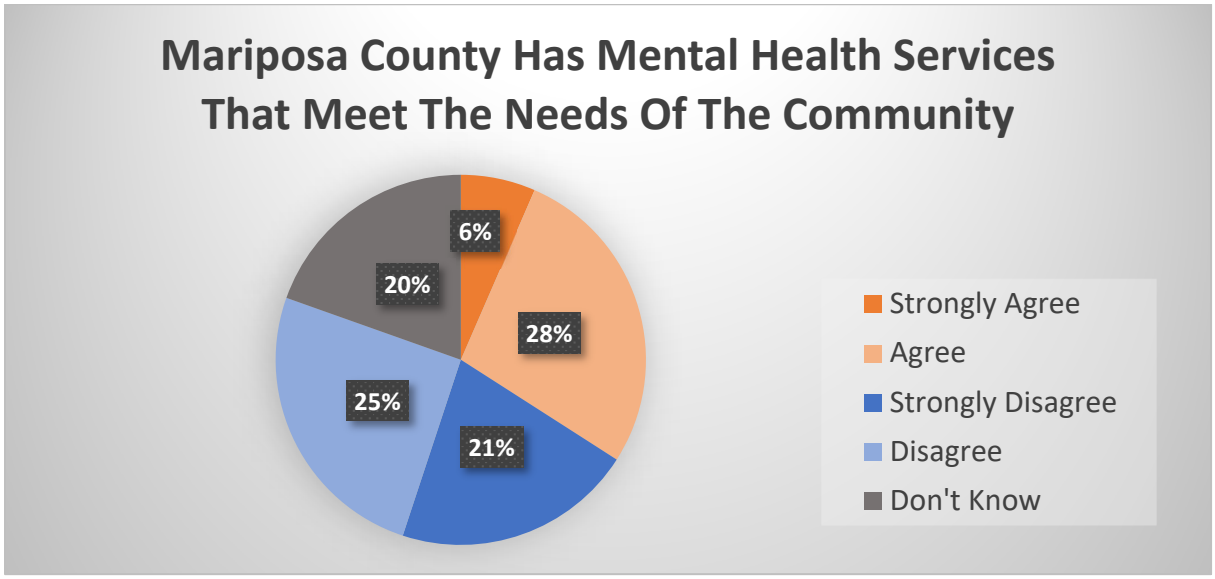
Thirty-two percent of respondents identified North County (Coulterville, Greeley Hill, and Don Pedro) as the second-highest community with the greatest gaps , and 28% for Mariposa and Cathy's valley.



Stakeholders were asked how much they agreed with a series of the following statements about the overall mental health system in Mariposa County.

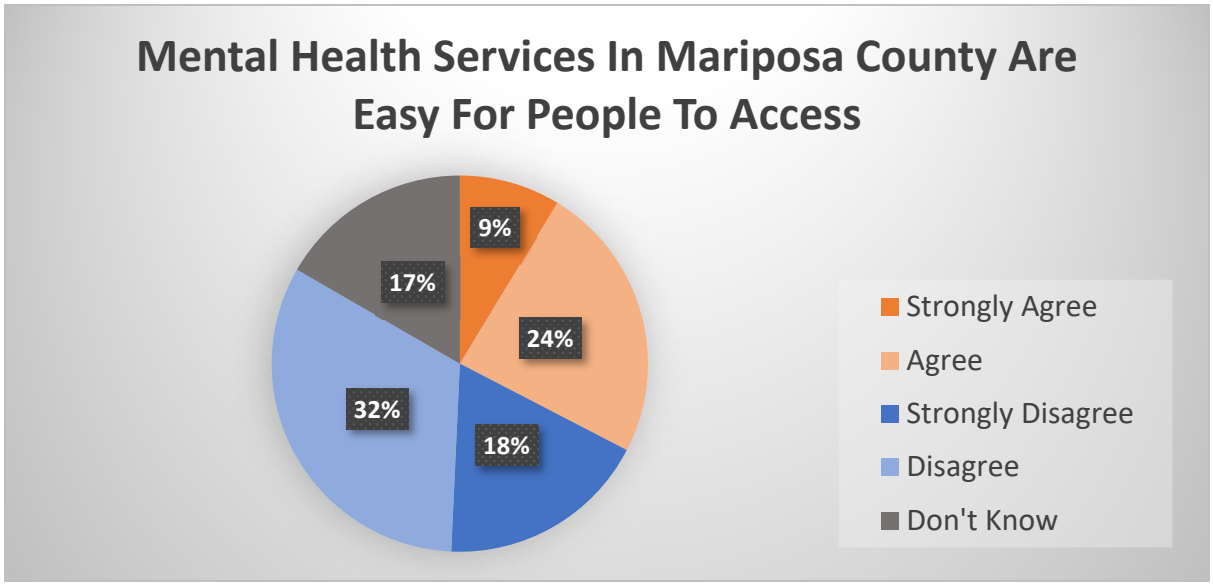
The first statement was, "Mariposa County has mental health services that meet the needs of the community."

Thirty-four percent of respondents agreed that Mariposa County has mental health services that meet the community's needs, 46% disagreed, and 20% of respondents didn't know if mental health services were meeting the community's needs.



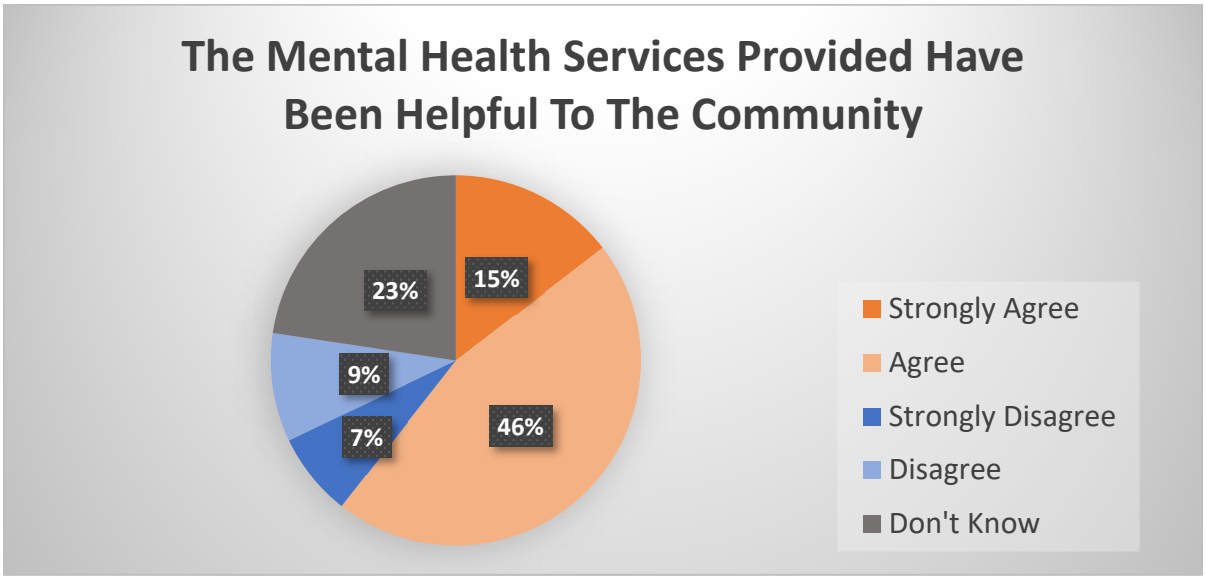
The second statement was, “Mental health services in Mariposa County easy to access."

Thirty-three percent of respondents agree that mental health services are easy for people to access, 50% of respondents disagree, and 17% of respondents didn’t know if mental health services were easy to access.



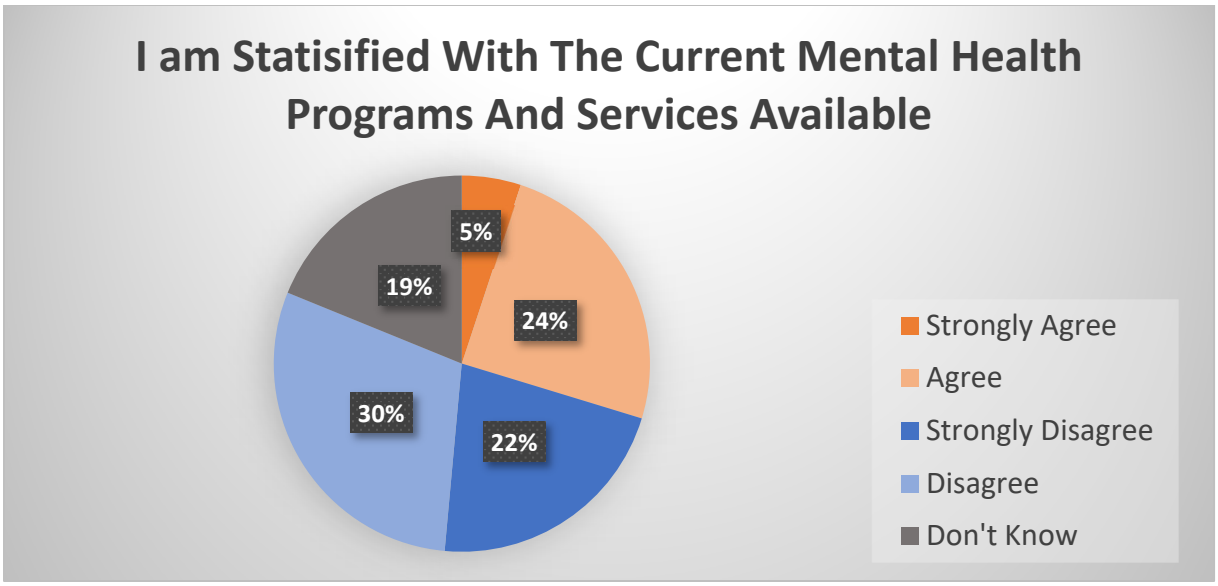
The third statement was, "Have the mental health services provided been helpful to the community."

Sixty-one percent of respondents agreed that mental health services provided have been helpful to the community, 16% disagreed, and 23% didn't know if mental health services provided have been helpful to the community.



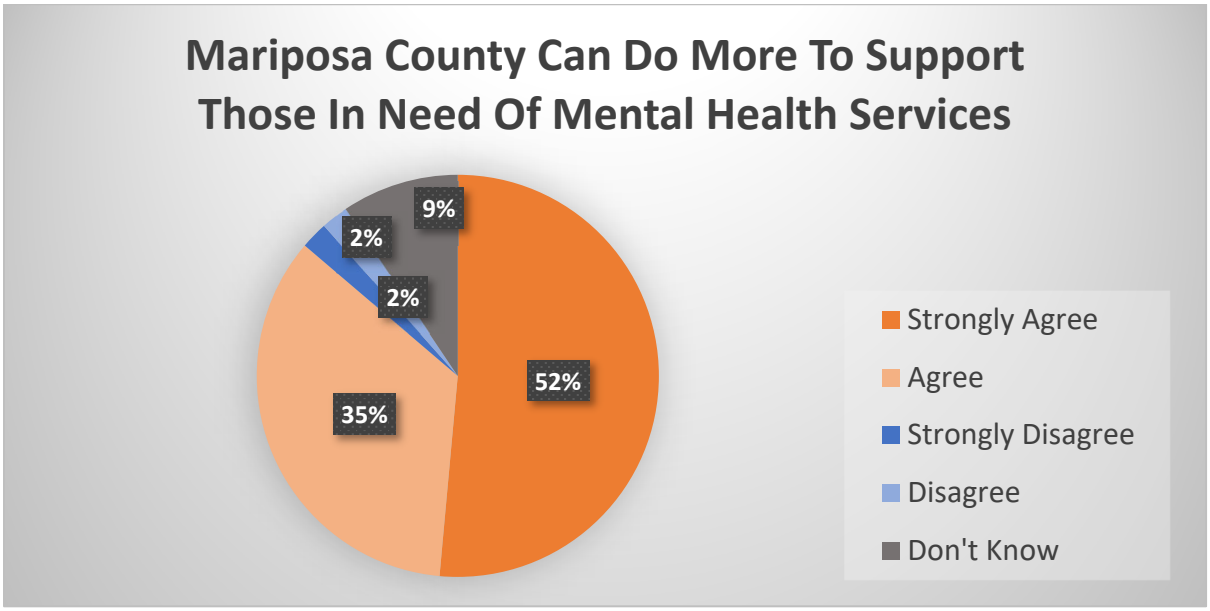
The fourth statement was, " I am satisfied with the current mental health programs and services available."

Twenty-nine percent of respondents agreed they were satisfied with the current mental health services available in Mariposa County, 52% were unsatisfied, and 19% didn't know if they were satisfied with the current mental health programs and services available.



The last statement was, "Can Mariposa County do more to support those in need of mental health services."

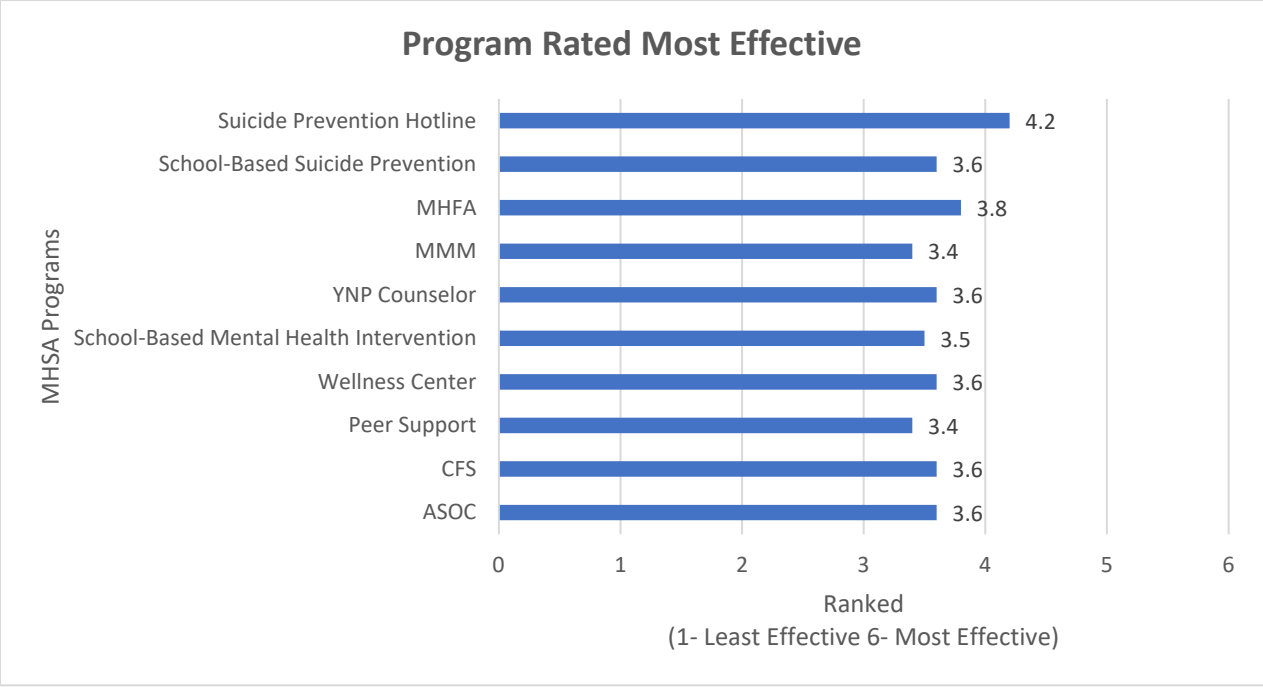
Eighty-seven percent of respondents agreed that Mariposa County could do more to support those needing mental health services, 4% disagree, and 9% didn't know if Mariposa County could do more to support those needing mental health services.



Stakeholders were asked to rank the most effective programs with 1-Least effective to 4-Most effective.

- Suicide Prevention Hotline
- School-Based Suicide Prevention
- Mental Health First Aid (MHFA)
- Mariposa Minds Matter Task Force (MMM)
- Yosemite National Park Counselor
- School-Based Mental Health Intervention
- Wellness Center
- Peer Support
- Children and Family Services (CFS)
- Adult System of Care (ASOC)

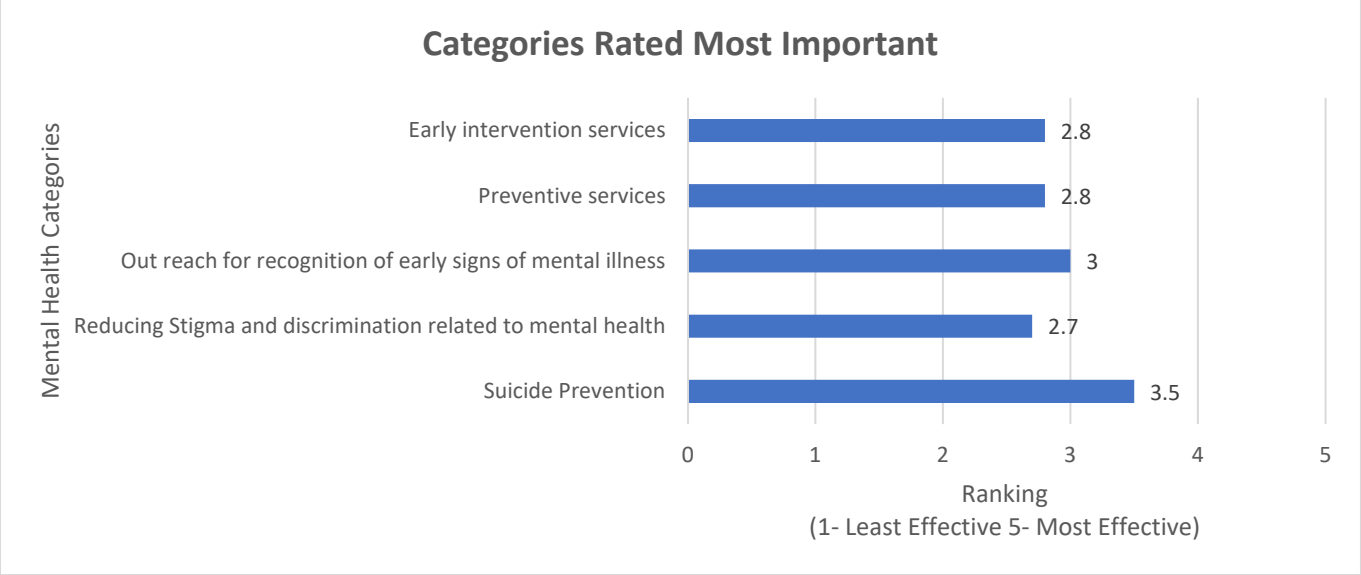
In the figure below respondents identified the Suicide Prevention Hotline as the most effective program. The Suicide Prevention Hotline reported that quarters one and two of FY 22/23 resulted in a total of 38 calls with 25% of them suicidal content.



Stakeholders were asked to rank the following mental health categories in order of importance, with 1-Least important to 4- Most important.

- Suicide Prevention
- Reducing Stigma and Reduction Related to Mental Illness
- Outreach for Recognition of Early Signs of Mental Illness
- Preventative Services
- Early Intervention Services

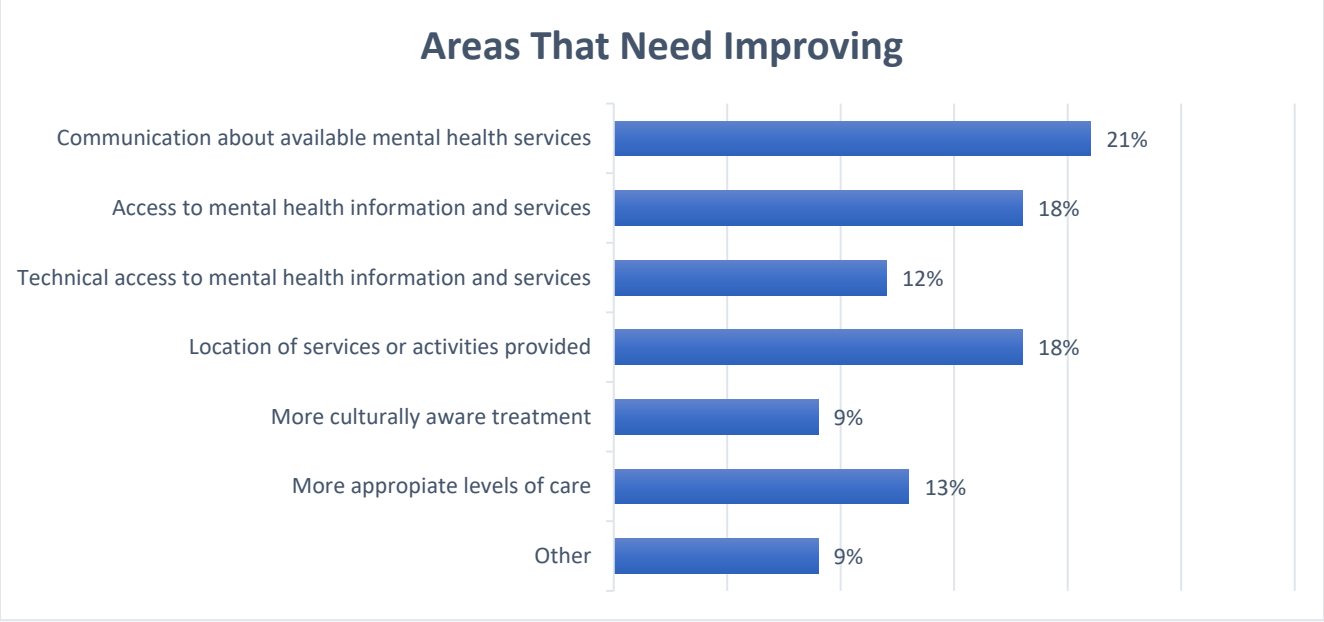
In the figure below, the average of the rankings was calculated and presented with respondents identifying Suicide Prevention as the most important.



Respondents were asked to identify which of the following areas need improvement.

- Communication About Available Mental Health Services
- Access to Mental Health Information and Services
- Technical Access to Mental Health Information and Services
- Location of Services or Activities Provided
- More Culturally Aware Treatment
- More Appropriate Levels of Care
- Other

A common response was praise for the overall services throughout the stakeholder process. However, there was a lack of awareness of the programs indicating we could do a better job marketing programs. 21% of respondents identified that communication about available mental health services is the most needed improvement. 18% of respondents identified access to mental health information and services needed improvement, 12% technical access, 18% location of services and activities provided, 9% culturally aware of treatment, 13% more appropriate levels of care, and 9% marked other. In the "other" category, respondents identified Yosemite National Park as needing more mental health counselors, technology access, group-specific programs, social awareness of treatment, outreach, and transportation.



Through MHSA stakeholder meetings and surveys, stakeholders were asked to provide additional comments on the community's needs or gaps in mental health services. Stakeholder feedback indicated the following additional community needs or gaps.

- More Advertisement/Awareness/Communication of mental health resources and services.
- Easily accessible services
- Access to technology/telehealth options
- Suicide Prevention
- Outreach to bring those in need into existing services and additional services surrounding community inclusion and socialization to reduce isolation across ages, and families, especially the homeless and elderly.
- More services and support for outlying communities of Mariposa County
- More collaboration with community-based organizations
- Mental Health First Aid to be offered in outlying communities of Mariposa County
- Housing
- To have Board and Care and institutions in Mariposa.
- To have a Wellness Center serving outlying communities and have it as a drop-in center.
- Transportation options to help with access to services.
- Diversity training for clinicians/counselors
- Too much change with clinicians
- Increase the number of providers.

Three Year Plan Substantive Comments & Changes:

There are no substantive comments or changes.

MHSA 2023 - 2026 Overview

Mariposa County received the first MHSA funds in 2005 and has continued to cultivate and refine these programs year after year. Mariposa County Behavioral Health and Recovery Services' goal is to support clients in achieving wellness in as many life domains as possible.

The Community Planning Process allows stakeholders to provide feedback on the MHSA services currently being provided. Feedback is gathered regarding the success and challenges of existing programs and information on the community's continuing needs. MHSA programs incorporate the needs identified by the community into the programs best suited to fill those needs.

Below you will find a list of programs that are designed to target community needs identified through the community planning and stakeholder process.

Community Services and Supports (CSS):

- Full-Service Partnership (FSP)
  - Adult's and Children's Services
- General Service Development (GSD)
  - Wellness Center
  - Peer Support – Wellness Center

Prevention and Early Intervention (PEI):

- Prevention Component
  - Yosemite National Park
  - Aramark
  - Friendly Visitor
- Early Intervention Component
  - Family Resource Center
- Stigma Discrimination and Reduction Component
  - Mariposa Minds Matter Task Force
- Outreach for Increasing Recognition Component
  - Mental Health First Aid
- Suicide Prevention Component
  - Central Valley Suicide Prevention Hotline
- Access and Linkage Component
  - Small County – OPT Out

Innovation (INN):

- Psychiatric Advanced Directive (PADS)
- Virtual Reality

Workforce Education and Training (WET):

- Regional Loan Repayment Program

Capital Facilities / Technology (CFTN):

- No current CFTN projects

Assessment of Mental Health Needs:

A survey conducted as part of the 2019 Community Health Needs Assessment indicated that community members had the most significant health concerns around access to care, jobs, behavioral/mental health, substance use, and housing.

Throughout the stakeholder process, stakeholders overwhelmingly identified a need for increased access to mental health services for the unserved/underserved homeless population, more communication and awareness about mental health services, and improved mental health services in the more isolated areas of Mariposa County. This three-year plan has programs that support the needs identified by the community.

Identification of Issues:

Mariposa County ranks 42 out of 58 counties in Health outcomes, representing how healthy counties are within the state, with the healthiest ranked at #1. Rankings are based on how long people live and how healthy people feel while alive. As part of the county-wide 2019 needs assessment, respondents were asked to indicate on a 4-point scale the degree to which a series of issues was an unmet need in their community. Answer choices were as follows:

1. Not a need in the community.
2. This is a need in the community.
3. This is an important need in the community.
4. This is a very important need within the community.

Children's mental health services were ranked at a 3, indicating that this remains an essential need within the community. Mariposa County's Community Health Improvement Plan states, "without appropriate interventions, behavioral health concerns and addictions can rob individuals of quality of life, with ripple effects for families and across generations." Coupled with the stakeholder feedback through the three-year community planning process for the 2023- 2026 MHSA plan indicates a multitude of barriers to receiving services, like lack of transportation, lack of awareness of programs, stigma, and lack of money and/or insurance, suggests there are still efforts that need to be made to promote wellness within the community. Mariposa County's 2019 Community Health Assessment asserts, "Specific behaviors – whether or not people use tobacco, eat a healthy diet, are physically active, use drugs and alcohol, or have unprotected sex – can profoundly affect health outcomes. Helping individuals avoid addictive behaviors, promoting healthy behaviors and habits, and advocating for policies that make healthier behaviors easier and more accessible are all ways Mariposa County can improve health outcomes for its residents. A lack of mental health services and supports can often lead to an increase in suicide among youth, violence in schools and communities, bullying and harassment, recidivism of victimization, self-harm behavior, family dysfunction and stigma, drug use for self-medication, while at the same time led to a decrease in: reporting child abuse and neglect, self-regulation, advocacy in the home, legal and school environment, and a lack of accessing other community resources. Untreated mental illness does not go away on its own; without treatment, some may likely feel isolated, which can often lead to instability in activities of daily living, making it difficult to live independently. When unable to live independently, the need for a

higher level of care, such as a licensed 24-hour care facility, acute psychiatric hospitalization, or an Institution for Mental Diseases (IMD), increases. Homelessness, hospitalization, and incarceration are the three main areas of concern for untreated mental illness.

Utilization Breakdown:

Mariposa County Behavioral Health and Recovery Services strives to reach individuals of all ages, ethnicities, and languages. The data below is based on Mariposa County Penetration Rates for FY 21-22. Out of the total Medi-Cal population in Mariposa County, 12.0% of the Medi-Cal eligible population received behavioral health services.

Age – Of these individuals, the penetration rates for Children (0- 17) are 9.5%, Adults (18-64) 13.1%, and Older Adults (65+) 12.2%.

Mariposa County BHRS Penetration Rate 21/22	
Age Distribution	**Penetration Rate**
Children (0-17)	9.5%
Adults (18-64)	13.1%
Older Adults (65+)	12.2%

Ethnicity – Ethnicity Penetration Rates are Alaskan Native or American Indian (42.0%), Hispanic (9.8%), Unknown (10.6%), White (11.9%), Asian or Pacific Islander (25.1%), and Black or African American (46.0%)

Mariposa County BHRS Penetration Rate 21/22	
Ethnicity	**Penetration Rate**
Alaskan Native or American Indian	42.0%
Hispanic	9.8%
Unknown/Other	10.6%
White	11.9%
Asian or Pacific Islander	25.1%
Black or African American	46.0%

Gender – Of the clients served, women had a slightly higher penetration rate of 12.8% compared to men at 11.1%

Mariposa County BHRS Penetration Rate 21/22	
Gender	**Penetration Rate**
Female	12.8%
Male	11.1%

Language – English was the primary language, with 97.95% of clients identifying it as their primary language, 0.58% Spanish, 0.29% other languages, 0.88% Unknown, and 0.29% American Sign Language (ASL).

Mariposa County BHRS Penetration Rate 21/22	
Language	**Penetration Rate**
English	97.95%
Spanish	0.58%
Other Language	0.29%
Unknown	0.88%
American Sign Language (ASL)	0.29%

Community Services and Supports (CSS) Overview

What is Community Services and Supports?

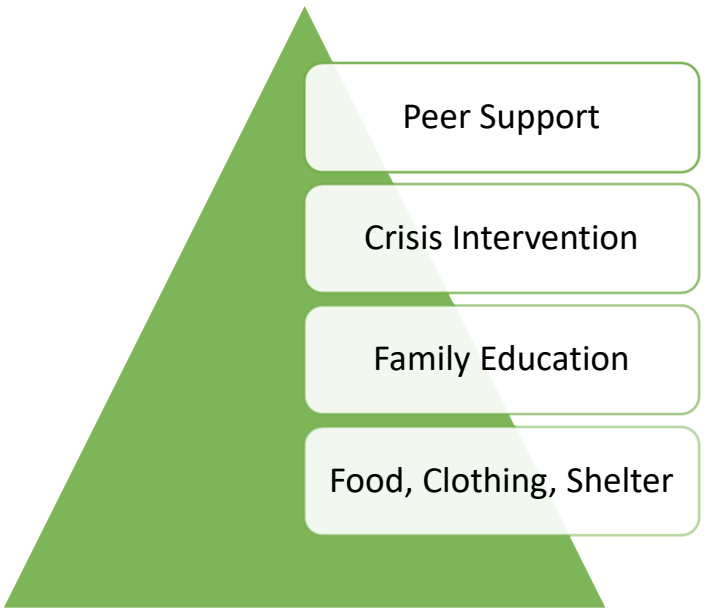
Community Services and Supports (CSS) is the largest component of the MHSA. The CSS component is focused on community collaboration, cultural competence, consumer and family driven services. The overarching purpose is to ensure seriously mentally ill individuals have access to all necessary mental health services. This is provided through outreach and direct services for children, transitional ages youth, adults, and older adults with a serious mental illness.

Full-Service Partnership (FSP) is a program and service that is provided to each client that needs the full spectrum of services necessary to attain their goals. These programs are designed for clients who have been diagnosed with a severe mental illness and would benefit from an intensive service program. The foundation of FSP is doing whatever it takes to help an individual find their path to recovery.

General System Development These programs and activities are related to improving the county's mental health service delivery system for all consumers. This may include mental health services and supports, including culturally specific treatment, strategies to reduce ethnic and cultural disparities, peer support services, wellness centers, personal service coordinators, crisis intervention, family education, needs assessments, and supportive services to obtain employment, housing, or education.

These can also include collaboration between the mental health system and non-mental health providers to pursue the activities mentioned above.

Outreach and Engagement are activities or services for the purpose of identifying unserved individuals to engage them, and when appropriate their families, in the mental health system so that they receive the appropriate services. Outreach and engagement programs can include connecting with community organizations, schools, Tribal communities, primary care providers, faith-based organizations, and those that are homeless.



Proposed CSS Programs

Proposed programs within Community Services and Supports: MCBHRS proposes funding the following programs in each category:

Full-Service Partnerships (FSP's)

- Adult Services
- Children Services

General Systems Development (GSD)

- Wellness Center
- Peer Support at the Wellness Center

Based on the 2020 Workforce, Education, and Training (WET) assessment, several ethnic groups are appropriately represented by the current workforce. However, more effort must be made to recruit staff identifying as Native American, as zero percent are currently represented in current staffing. Mariposa County Behavioral Health Services (MCBHRS) contracts with the American Indian Council to provide mental health services to the Native American population. These contract providers were not included in the workforce data listed above. More work needs to be done to determine what other races or ethnicities are being served that fall into the Multi/Race or "Other" category. Although only a few staff members are proficient in different languages, most consumers are proficient in English, with only the occasional need for Spanish and ASL interpretation. MCBHRS accommodates this need by contracting with a certified ASL interpreter and a tele-interpreter language line. MCBHRS has available to all participants a tele-interpreter service that includes all languages, and staff participate in annual training to utilize this service. The MCBHRS Cultural Competence Committee, consisting of MCBHRS employees and community partners, brings awareness of different cultures and identifies barriers or gaps to receiving services.

One of the strengths of MCBHRS is the career ladder within the behavioral health branch. A client may enter services and become employed as a Peer Support, moving on to the position of a Mental Health Assistant I/III through time and experience. There are limitations to the county workforce as turnover has been an issue, partly due to the county's housing shortage. This has created barriers to implementing services. The county has been working to support affordable housing development.

Additionally, as in all helping professions, burnout can be an issue. Providing secondary trauma training & self-care training is one-way Health and Human Services Agency (HHSA) has attempted to address this. Mariposa HHSA has also increased pay for positions through the WET funding identified as hard to fill. Several MCBHRS supervisors hosted a booth at the California Marriage and Family Therapist (CMFT) training in San Francisco to recruit more licensed staff members. One significant effort MCBHRS has made is to become identified as a student loan forgiveness site to aid staff in applying for student loan forgiveness if employed by MCBHRS.

Another barrier to implementing the proposed programs and services continues to be the county's need for client transportation and stable housing. To address these issues, HHSA has implemented a transportation unit to provide transportation to assist clients in getting to their appointments. This is also being addressed with the implementation of telehealth services to meet the needs of the clients more effectively. MCBHRS will continue to look into all possibilities to promote more affordable housing for the community.

The stigma within the community is also a barrier to individuals reaching out for support and assistance. The Mariposa Minds Matter Committee (funded out of PEI) was formed to address the reduction of stigma within the community.

Given all the barriers and notable staffing shortages MCBHRS maintains an adequate network of providers to provide specialty mental health services. MCBHRS will continue to monitor the network to ensure adequacy.

Program Description:

Mariposa County Behavioral Health and Recovery Services (MCBHRS) have been building the infrastructure of the Adult's Unit since the original plan was adopted in 2005. Strides have been made in fully implementing the Recovery Model through support and training staff. The goal is to continue providing best-practice services for our clients using the Adult's Team Meeting model, which is client-driven and supports ongoing staff development.

The Full-Service Partnership (FSP) program ensures that clients and when appropriate their families receive individualized, intensive services and support. All adult and older adult ages will be served with client and family driven FSPs that are culturally responsive. The successful Adult Team Meeting innovation project brought the team approach for all FSP clients.

The Adult Unit will provide various services to meet the needs of the clients and when appropriate their families. The Adult Unit will continue to use the Adult Team Meeting (ATM) model, using a system of care approach with monthly or bimonthly meetings for all adults and older adult FSP clients. Strength assessments, personal recovery plans, and individual services and supports plan (ISSP) will be developed during the ATMs to support the client in reaching goals. During these meetings, community agencies, family members, when appropriate and endorsed by the client, will be invited to attend to support clients in meeting their personal recovery goals. This will allow for psychoeducation, awareness of mental health symptoms, and how to best support loved ones.

Transitional Housing will continue to support three to five clients a year, allowing them to gain valuable skills to live independently. Skills to be obtained through Transitional Housing are household budgeting and basic independent living skills. Personal Service Coordinator/Case Management will support clients in learning about and securing employment or volunteer opportunities to gain independent living skills. Case Managers will provide intensive care coordination with a teaming approach. They will also lead rehabilitative groups. The FSP program will include 24hr support from their personal service coordinator as well as afterhours crisis contact as needed. Trainings for staff will be provided by evidence-based trainers to enhance skills for better client support and treatment.

Proposed Activities:

All adult and older adult FSP participants will be provided with ATMs and a variety of other mental health services tailored to the need of the individual through their individualized services and supports plan (ISSP). These services include intensive case management, individual rehabilitation, medication services, individual and group therapy.

ATMs will increase the coordination, direction, and organization of client service. These meetings will allow community agencies, family members and significant others to learn effective ways to support the clients. Case management services will increase clients' abilities to obtain needed services and resources to reduce their mental illness and increase their access to care. Individual rehabilitation will assist clients in learning skills to remain or gain independent living skills. An incentive program will be developed to promote daily living skills, wellness and recovery activities, and independence from the program. Individual and group therapy will encourage clients to develop strategies to reduce mental

illnesses impacts on their functioning. medication services will increase clients' understanding of the risk and benefits of medication to make informed decisions about their care.

A Personal Care Coordinator will be assigned to each case and will be the point of contact throughout the duration of the FSP program. The Mental Health Assistants are trained to facilitate team meetings to identify the needs, concerns, and supports through a collaborative approach to developing an action plan with measurable goals. Case manager(s) will do outreach to Mariposa County's homeless population to help engage and enroll in FSP services as needed or if a client is identified as needing that level of care.

Individuals Served:

The FSP program aims to serve a minimum of 35 individuals annually, which is expected to maintain the same over the next three-year fiscal years. The estimates below are derived from averages over the last three years.

Age Category	**Estimated Percentage to be Served**
Adult (26-59)	74%
Older Adult (60+)	26%
Gender	**Estimated Percentage to be Served**
Female	57%
Male	43%
Ethnicity	**Estimated Percentage to be Served**
Cuban	0%
Mexican/Mexican American	0%
Not Hispanic/Latino	96%
Hispanic/Latino	4%
Puerto Rican	0%

Performance Outcomes:

Service delivery will be coordinated through care coordination of mental health services. It will be monitored and evaluated for effectiveness and strive to improve and promote both the mental health and recovery of clients and the quality and efficiency of the service system. All FSP clients will have personal assessment forms (PAF), key event tracking (KET), and three-month assessments completed. Behavioral Health clinicians will use the Patient Health Questionnaire (PHQ-9) and the Generalized Anxiety Disorder-9 (GAD-7) evaluation tools to demonstrate program outcomes and effectiveness. The use of evaluation tools allows for program planning and improvement. The consumer survey data will be used to show consumer satisfaction.

Budget: $1,020,262

Estimated Cost Per Person: $29,150

Program Description:

The Full-Service Partnership program for youth is individually designed to interlink youth and families in services. Mariposa County Behavioral Health and Recovery Services (MCBHRS) have been building the infrastructure of the Children's Family Services Unit since the original plan was adopted in 2005. The goal is to continue providing best-practice services for our clients using the client-driven Children and Family Team Meeting model, which supports ongoing staff development.

The Full-Service Partnership (FSP) program ensures that clients and their families receive individualized, intensive services and support. Children ages 0-15 and transitional-aged youth 16-25 will be served with client and family-driven FSPs that are culturally responsive.

The Children's Family Services Unit provides mental health services to reduce functional impairments in children and transitional-aged youth (TAY) to increase a sense of empowerment, well-being, and optimism. The FSP program is individually designed to wrap the children and transitional-aged youth in services fully.

A Personal Care Coordinator will be assigned to each case and be the point of contact throughout the duration of the FSP program. 24hr support from their personal service coordinator will be provided as well as afterhours crisis contact as needed. The Mental Health Assistants are trained to facilitate team meetings to identify the needs, concerns, and support through a collaborative approach to developing an action plan with measurable goals.

Proposed Activities:

All children, and transitional-aged FSP participants will be provided with an array of services to fit the child's needs best.

This includes but is not limited to In-Home Based Services to redirect participants in school, home, and community settings; Intensive Care Coordination; Case Management to provide linkage to services and access to resources; Individual Rehabilitation to teach skills for daily living; Individual Therapy to focus on symptom reduction and improvement of functional impairments; and Family Therapy to improve family dynamics, based on individuals need and family voice and choice.

Marketing and recruitment strategies will be utilized to encourage and engage FSP clients to attend groups offered by Mental Health Clinician and Mental Health Assistants, including therapeutic groups with a variety of topics including anxiety, depression and support groups for developing independent living skills. Incentives will be offered, such as gas vouchers, transportation, and gift cards to local restaurants, for participation in groups. Parent support and parent education will be offered as well as family finding efforts, to create a wider array of informal support networks for FSP clients for their lifetime.

Individuals Served:

The FSP program aims to serve a minimum of 20 individuals annually, which is expected to maintain the same over the next three-year fiscal years. The estimates below are derived from averages over the last three years.

Age Category	Estimated Percentage to be Served
Children (0-15)	56%
Transitional-Aged Youth (16-25)	44%
Gender	**Estimated Percentage to be Served**
Female	42%
Male	58%
Ethnicity	**Estimated Percentage to be Served**
Cuban	0%
Mexican/Mexican American	15%
Not Hispanic/Latino	76%
Hispanic/Latino	9%
Puerto Rican	0%

Performance Outcomes:

Service delivery is coordinated through care coordination of mental health services. It will be monitored and evaluated for effectiveness and strive to improve and promote both the mental health and recovery of clients and the quality and efficiency of the service system. All FSP clients will have personal assessment forms (PAF), key event tracking (KET), and three-month assessments completed. Behavioral Health clinicians will use the Patient Health Questionnaire (PHQ-9) and the Generalized Anxiety Disorder-9 (GAD-7) evaluation tools for clients 12 and older to demonstrate program outcomes and effectiveness. The use of evaluation tools allows for program planning and improvement. The consumer survey data will be used to show consumer satisfaction.

Budget: $706,017

Estimated Cost Person: $35,301

Program Description:

The Mariposa Wellness Center aims to improve the mental health and overall wellness of Community Members. The Wellness Center provides a supportive and safe environment where 18 year and older participants can engage in activities provided by the Mariposa County Behavioral Health and Recovery Services (MCBHRS).

The center provides social engagement and skill-building activities to address daily living, job skills, budgeting, and creative expression. Activities will be planned by peers and facilitated by the peer support specialist overseeing the program. Members can receive support, take classes, or teach a class while meeting others on the path to improving the quality of their lives.

Members will have the opportunity to engage in structured programming including, but not limited to, the following:

- Creative Expression
- Psycho-Education Classes
- Relaxation and Stress Management
- Job Readiness Skills
- Employment Development Assistance
- Financial/Budgeting/Saving
- Resource connection and referrals
- Peer Support
- Shared Life Experiences
- Volunteer Program
- Socialization
- Recreation and Exercise
- Community Activities
- Skill Building
- Health/Nutrition/Hygiene

The Mariposa Wellness Center operates by empowering members and providing support by forming meaningful relationships. The Center aims to facilitate personal growth.

The Wellness Center staffs one full-time peer support specialist with lived experience regarding mental health and wellness to serve as a role model and mentor. The wellness center will be open 5 days a week, 3 days in Mariposa, and 2 days in outlying areas.

Proposed Activities:

Activities of the Wellness Center include daily living activities, including but not limited to: cooking, food shopping, budgeting, job training, job searching, stress management, communication skills, relaxation techniques, yoga, art classes, crafting, creative writing, learning relaxation, attend community events and field trips to help expand and enhance learning and expressive opportunities

for those who may not have had such opportunities. The Wellness Center also provides an environment where individuals can receive support and validation openly and nonjudgmentally.

Individuals Served:

The Wellness Center aims to serve an average of 12 individuals per day and can serve up to 12 individuals at each location.

Performance Outcomes:

Survey's will be used upon entry of the program and quarterly by the peer support specialists to track improvement of participants mental health and overall wellness. The client's improved daily functioning will determine the outcome, increase daily living skills learned, and gain new support systems.

Budget: $10,000

Estimated Cost Person: $278

Peer Support at Wellness Center

General System Development

Program Description:

The Wellness Center activities are selected based on peer-identified needs and implemented by a peer support specialist. The peer support specialist will facilitate and co-facilitate groups. If FSP clients attend the wellness center and as relationships are built, the peer support specialist can provide supportive services as needed and as appropriate.

As part of Mariposa County's overall MHSA strategy to establish and incorporate a Peer Support Specialist.

The Wellness Center is a program that serves all community members regardless of participation in mental health. The Wellness Center is a program that helps all community members, irrespective of their involvement in mental health. The Wellness Center is open to anyone over the age of 18. The peer support specialist that runs the Wellness Center can provide a wealth of knowledge and information about county mental health and facilitate referrals to mental health when necessary. This program allows for improved access to services for those who step toward recovery by starting at the Wellness Center and then being encouraged to seek services at MCBHRS if needed.

Respondents found the wellness center and peer support helpful to the community during the community planning process. MCBHRS proposes continuing this program into the next three years, 2023-2026.

Proposed Activities:

The peer support specialist will facilitate the peer operation of the Wellness Center. They will be responsible for reporting regulations and, with peer involvement, establishing the rules for participation. Activities will be planned by the participants and facilitated by the peer support specialist.

The peer support specialist will establish peer support and family education support services or expand these services to meet the needs and preferences of clients and/or family members, along with conducting outreach to provide equal opportunities for peers who share the diverse racial/ethnic, cultural, and linguistic characteristics of the individuals/clients served.

Individuals Served:

Individuals served is one for this program, and the peer support member can expect to serve up to twelve adults daily during the operation of the Wellness Center.

Budget: $42,088

Estimated Cost Person: $42,088

What is Prevention and Early Intervention?

Prevention and Early Intervention (PEI) programs are partially intended to prevent a serious mental illness by promoting strategies that reduce risk factors. Additionally, PEI programs are designed to improve timely access to services and to provide a better understanding of recognizing early signs of mental illness. The PEI programs are made up of six components. Title 9 of the California Code of Regulations defines these six components below.

Early Intervention: "Treatment and other services and interventions, including relapse prevention, to address and promote recovery and related functional outcomes for a mental illness early in its emergence, including the applicable negative outcomes that may result from untreated mental illness."

Prevention: "A set of related activities to reduce risk factors for developing a potentially serious mental illness and to build protective factors. The goal of this program is to bring about mental health including reduction of negative outcomes as a result of untreated mental illness for individuals and members of groups or populations whose risk of developing a serious mental illness is greater than average and as applicable, their parents, caregiver, and other family members."

Outreach for Increasing Recognition of Early Signs of Mental Illness: "A process of engaging, encouraging, educating, and/or training, and learning from potential responders about ways to recognize and respond effectively to early signs of potentially severe and disabling mental illness."

Access and Linkage to Treatment: "A set of related activities to connect children with severe mental illness, and adults and seniors with severe mental illness, as early in the onset of these conditions, to medically necessary care and treatment, including, but not limited to, care provided by county mental health programs."

Stigma and Discrimination Reduction: "The County's direct activities to reduce negative feelings, attitudes, beliefs, perceptions, stereotypes and/or discrimination related to being diagnosed with a mental illness, having a mental illness, or to seeking mental health services and to increase acceptance, dignity, inclusion, and equity for individuals with mental illness, and members of their families."

Suicide Prevention: "Organized activities that the County undertakes to prevent suicide because of mental illness. This category of programs does not focus on or have intended outcomes for specific individuals at risk of or with serious mental illness."

Proposed programs within Prevention and Early Intervention: MCBHRS proposes funding the following programs in each category:

Early Intervention:

- Family Resource Center

Prevention:

- Yosemite National Park Services
- Aramark Services
- Friendly Visitor

Outreach for Increasing Recognition of Early Signs of Mental Illness:

- Mental Health First Aid

Stigma and Discrimination Reduction:

- Mariposa Minds Matter Task Force

Suicide Prevention:

- Central Valley Suicide Prevention Hotline (CVSPH)

Access and Linkage to Treatment:

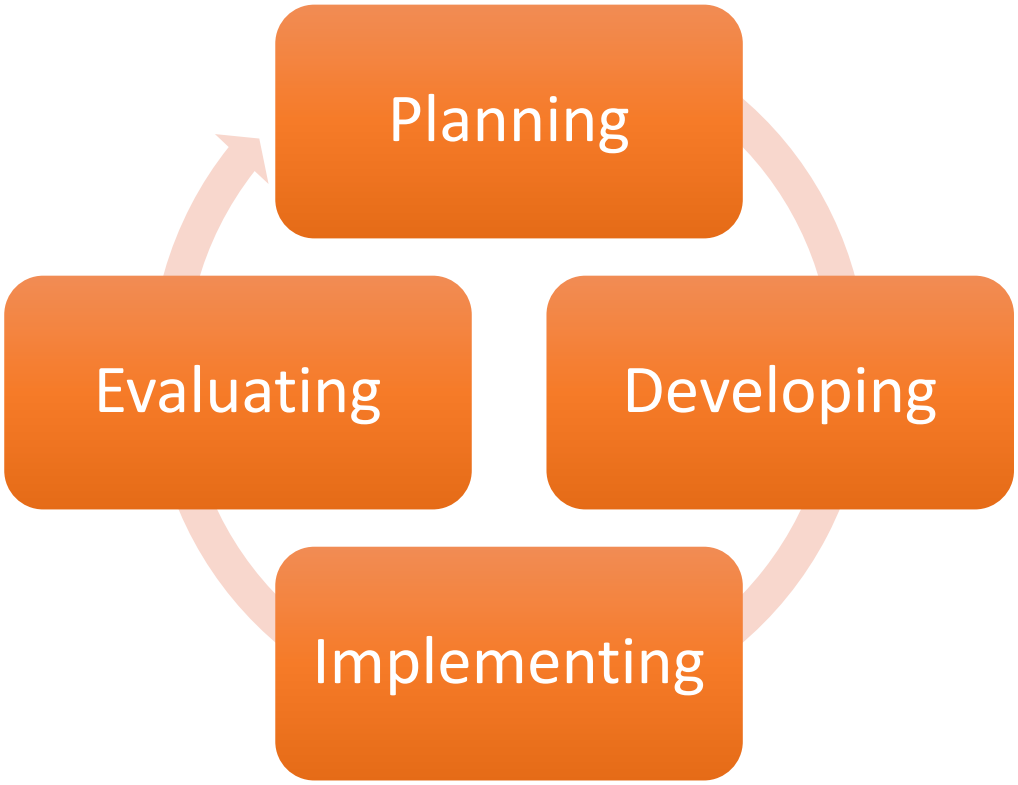
- Small County – Opt out.

PEI Community Planning Process

The community planning process for the PEI component was included in the three-year plan stakeholder process. This section of the MHSA three-year plan includes information on what PEI means and the components that fall under PEI. This document should also serve to inform stakeholders of the requirements of PEI.

Stakeholders will be involved in all phases of the PEI programs from planning, implementing, and evaluation. Stakeholders will also be presented with outcome data once they become available, to ensure they are well informed and involved in the monitoring stage of projects.

All programs funded by PEI will reflect and be consistent with all applicable Mental Health Services Act General Standards set forth in Title 9 California Code of Regulations, Section 3320.



Program	1. Childhood Trauma	2. Early Psychosis	3. Youth Outreach	4. Culturally Comp	5. Older Adults	6. Early ID Symptoms
Friendly Visitor				X	X	
Family Resource Center	X	X	X	X		X
Yosemite National Park		X		X	X	X
Aramark		X		X	X	X
Mariposa Minds Matter				X		
Mental Health First Aid		X		X		X
Central Valley Suicide Prevention Hotline				X		

Priority Key

1.	Childhood Trauma Prevention and Early Intervention
2.	Early Psychosis and Mood Disorder Detection and Intervention
3.	Youth outreach and engagement strategies targeting secondary school and TAY, with priority on partnership with college mental health programs
4.	Culturally competent and linguistically appropriate prevention and intervention
5.	Strategies targeting the mental health needs of older adults
6.	Early identification programming of mental health symptoms and disorders, including but not limited to, anxiety, depression, and psychosis

Family Resource Center

Early Intervention

Program Description:

Stakeholders continue to identify youth as having gaps in services. MCBHRS proposes to fund a Family Resource Center (FRC) for children, families and/or caregivers to connect with parent-to-parent support, coaching, mentoring, referrals to services, and emotional peer support. The family resource center will address gaps in services experienced by families, youth, and children. Services offered will include case management, parenting support, family activities, and support groups. The FRC will be open Tuesdays-Saturdays, 12-7 pm.

The family resource center aims to improve access and linkage to treatment and services. Provide Case Management for youth and adults. Strengthen the family system through parenting support and family activities. Provide educational opportunities for families. Provide social opportunities to build peer support. Increase wellness and resiliency for individuals. Provide peer support groups. Through these activities, the FRC will improve timely access and increase the number of individuals receiving mental health services while reducing stigma and discrimination. Prevention and early intervention are vital in reducing the adverse outcomes of untreated mental illness, and the FRC aims to focus on some areas where community members, specifically those that are underserved, trauma-exposed, living in stressed families, or at risk of school failure or juvenile justice involvement, are needing additional support.

Proposed Activities:

Case Management: Case Management (CMs) will be provided for caregivers and at-risk youth. CMs will provide support, coaching, mentoring, and referrals to services to early intervention for mental illness. This program will use “Strengths Perspective Case Management”, an evidence-based practice.

Group Support: This program will establish a LGBTQ+ Friends and Family Support Group to increase support for youth from caregivers and others. Grief can profoundly impact people; many need additional supports to prevent long-term impacts on their mental health. This program will provide a grief group to increase peer support and a healthy outlet to grief. Our community has been impacted by many natural disasters; a monthly social support group for those impacted.

Educational Programming: Caregivers will be offered the evidence-based program Nurturing Parenting, a “family-centered trauma-informed program to build nurturing parenting skills”. This program will provide childbirth education classes as needed to support these young families.

Family Enrichment: The FRC will provide weekly family enrichment activities that could include: meals, story hour, crafts, special events, etc.

Individuals Served:

This program will serve county residents with a primary focus on children, transition-age youth, their families and/or caregivers at a significantly higher than average risk of developing a serious mental illness, including but not limited to underserved populations, trauma-exposed, and children/youth in stressed families, or at risk of school failure or juvenile justice involvement. The family resource center estimates 120 individuals will be served annually.

Outcomes and Indicators:

Progress reports, database tracking, surveys, and pre- and post-assessments will be completed to be evaluated and measured on reducing prolonged suffering from untreated mental illness by measuring a reduction in symptoms and/or improved recovery, including mental, emotional, and relational functioning.

Each of the proposed activities above will measure at least one of the following:

- An increase in services.
- An increase in confidence to access treatment and services.
- An increase in referrals to Behavioral Health.
- An increase in community connectedness.
- An improvement in mental, emotional, and relational functioning.
- An increase of new knowledge and parenting skills.
- An increase in feeling of support and preparedness.
- An increase in informal support.
- An increase in ability to cope with stress and improvement in mental, emotional, and relational functioning.

Demographic data will also be collected for every participant.

Budget: $121,000

Estimated Cost Person: $1,008.00

Yosemite National Park Services Program

Prevention

Program Description:

Yosemite National Park (YNP) is geographically isolated and remote with limited access to psychoeducational programs, classes, regular community gatherings, support groups, or free and accessible learning environments. Though the stakeholder surveys an overwhelming amount of responses indicated a greater need for mental health services in Yosemite National Park. MCBHRS proposes funding a Yosemite National Park services prevention program to this unique Yosemite community.

This program aims to provide a psychoeducational class in a supportive setting with other community members. By learning in the community, participants can build connections, learn from each other, reduce isolation, and further gather to practice such skills after completing the course.

This prevention program would provide behavioral health interventions and education to increase emotional wellness and resilience and reduce the need for longer-term counseling services, hospitalizations, or significant impairments to activities of daily living for Yosemite National Park employees and their families and/or caregivers. Prevention programs (workshops, training, community building events) aim to increase emotional wellness and resiliency through evidence-based psychoeducational objectives and interventions in community or workplace settings in Yosemite. These psychoeducational programs will focus on learning and practicing specific models or skills proven to reduce negative outcomes and can be repeated and utilized at work or home. Workshops and programming will also offer the opportunity to bring a mental health professional into the field to perform face-to-face outreach and linkage to resources. Each program will have a small component of local resource education to inform park residents of options for mental health services and how best to access them.

Due to outlying districts being rural and remote, limited time off for long travel times, and many remote workers, the Psychoeducational program will be offered virtually for higher accessibility.

Yosemite has a high concentration of first responders and law enforcement personnel to serve the community and the annual 4.5 million park visitors. This population is at high risk for mental health disorders due to the high-stress nature of the job, the need for 24-hour coverage, short staffing, accidents/incidents, and repetitive exposure to vicarious trauma. Suicide rates are continuing to rise for long-term first responders nationwide. With ranger retention rates decreasing and at an all-time low for new hires, the current staff bears the extra burden of on-the-job stressors. Current retention is low- putting employees at risk for joblessness and loss of housing.

Proposed Activities:

An Emotional Wellness Series: Mindfulness, Internal Family Systems, and Positive Psychology 5-week Psycho-educational and experiential course to learn and practice evidence-based interventions from various mindfulness practices, Internal Family Systems, and habits for change based in Positive Psychology.

First Responder Training and Mental Health Office Hours: 5 First Responder Courses/Trainings will be conducted in the various districts of the park (Yosemite Valley, Wawona, Tuolumne Meadows/Mather District). This program aims to meet the first responders in their home base locations to provide services and programs. Training course objections include:

- Utilization of the Stress Continuum, and evidence-based intervention
- Increasing awareness around suicide and suicide prevention
- 5150 related questions and incidents
- Personalized self-care treatment plan
- Open office hours for mental health related outreach and education

Individuals Served:

These programs aim to serve the general Yosemite National Park employee population and the high concentration of first responders (Clinical Staff, Volunteer Search and Rescue, Fire fighters, Law Enforcement Rangers, Support Staff) in the park employed both seasonally and year-round. The estimated amount individuals served annually is 80.

Outcomes and Indicators:

Measurable data will be collected at the beginning and end of each course. This program will measure learning objectives, the increase in protective factors, and the reduction of risk factors through pre- and post-surveys.

Success would demonstrate an increase in the application of mindfulness and Internal Family Systems interventions both in and out of the classes and a greater increase in connection to self and community.

Demographic data will also be collected for every participant.

Budget: $20,000

Estimated Cost Person: $250.00

Program Description:

Aramark is the concessionaire of Yosemite National Park. The Aramark employee population has gone underserved. Substance use abuse is high, and engagement in community programs is low. Though the stakeholder surveys an overwhelming amount of responses indicated a greater need for mental health services in Yosemite National Park.

MCBHRS proposes funding a prevention program for Yoga and Mindfulness Community Building programs to address reducing isolation in remote and rural areas, increasing physical activity for better physical and mental health, reducing stress, and growing community connections. Yoga and Mindfulness are evidence-based practices helpful in reducing stress, raising awareness, treating symptoms of trauma, and increasing healthy immune systems. These programs will aim to be conducted outside (weather dependent), where individuals can connect with the natural healing beauty of the outdoors. With Yosemite National Park as the home of this Mariposa County population, connecting individuals with their natural settings, themselves, and each other can have profound long-term wellness impacts.

The Yoga and Mindfulness Community Building Programs will also offer the opportunity to bring mental health professionals and paraprofessionals into the field to perform face-to-face outreach and linkage to resources. Each program will have a small component of local resource education to inform park residents of options for mental health services and how best to access them.

Whereas emotionally focused programs have had little to no attendance. Yoga engages those looking to improve their physical well-being or address positive changes in personal habits. Seeing as Yoga is used with those struggling with substance abuse, this program will engage a population that has not previously engaged in lecture series or emotional-focused as Yoga does not have the same stigma attached, yet the prevention benefits are high. The Yoga and Mindfulness Community Building Programs will be offered during the peak season (May-October) when the employee population is at its highest volume, and stress levels are known to increase.

Proposed Activities:

Two-hour Yoga and Mindfulness: 7-8 individual programs will include a component of community building and connecting with other participants. These programs will be offered in 3 different districts in the park where the highest concentration of Aramark employees live.

Half-Day Yoga and Mindfulness: will incorporate community connections, “Pair shares,” psycho-educational lecture series on various topics including Positive Psychology, Internal Family Systems, Connecting to Nature, Non-Violent communication, and movement + Breathwork practices applicable at home and work.

Individuals Served:

This program aims to serve the Aramark/Yosemite Hospitality population within the Yosemite National Park Boundary. This population is at high risk for isolation, increased risk of mental illness, substance abuse disorders, poverty, homelessness, and joblessness. The estimated number of individuals served is 150 annually. Yoga and Mindfulness programs will be open to all ages.

Outcomes and Indicators:

Measurable data will be collected at each program. These programs will measure the increase in protective factors and reduction of risk factors through pre- and post-check-ins completed by each participant.

Success would demonstrate an increase in connection (decreased isolation) with nature, themselves, and their local community or a reduction in “negative affect” or risk factors as self-identified.

Demographic data will also be collected for every participant.

Budget: $30,000

Estimated Cost Per Person: $200.00

Friendly Visitor

Prevention

Program Description:

As part of this year's community planning process, stakeholders commented on the lack of services and concerns about the isolation of Mariposa County's elderly population. MCBHRS proposes to fund a Friendly Visitor Program that addresses challenges of isolated elderly adults and reduces depressive symptoms.

The Friendly Visitor Program will be managed by a program coordinator overseeing volunteer visitors and identifying program participants. Activities between participants and volunteers such as conversation, playing games, reading, and other areas of interest help improve mood, reduce isolation, and provide an overall sense of being valued.

Additionally, volunteers may help identify the client's unmet needs and assist with referrals to other community services for connection with mental health services or other needed health care or social services resources. This helps lower the risks associated with social isolation, including but not limited to depression, self-medication, anxiety, and loss of interest in life's daily activities.

Volunteers interested in becoming volunteers must complete training and pass a Live Scan background check before becoming a Friendly Visitor volunteer. Training will accommodate the different levels of care within the program. Volunteers will also be provided with an opportunity to participate in a monthly recognition dinner.

Proposed Activities:

This Prevention Program will identify the types, problems, and needs that the activities are intended to bring about regarding mental health and related functional outcomes, including reducing negative outcomes for individuals with early onset of potentially serious mental illness. Senior Engagement provides social opportunities and companionship weekly for 30-60 minutes in person and/or over the phone, intended to help elderly adults prevent or overcome physical and mental health risks associated with isolation and loneliness.

Volunteers will provide support and communication about services to elderly adults about various community-based services to improve their mental health. Services may include but are not limited to collaboration with advocacy, activities and outings, cultural and spiritual groups, transportation, and referral services. Volunteers will provide transportation to a monthly dinner for all participants for increased socialization and improved resilience. Volunteers will assist clients in regularly self-assessing their well-being using a standardized satisfaction tool.

Individuals Served:

The Friendly Visitors program will serve up to twelve elderly adults that have been identified as having a risk of a potentially serious mental illness, either based on individual risk or membership in a group or population with greater than average risk of a serious mental illness, i.e., the condition, experience, or behavior associated with greater than average risk.

Outcomes and Indicators:

Data will be collected by the program coordinator by administering standard satisfaction surveys. Success within this program will show a reduction in depressive symptoms and reduction of prolonged isolation.

Demographic data will also be collected for every participant.

Budget: $50,000

Estimated Cost Person: $4,166.00

Mental Health First Aid

Increasing Recognition of Early Signs

Program Description:

Mental Health First Aid (MHFA) is an evidence-based program MCBHRS implemented in 2014 after stakeholders identified this as a need within the community. This program engages and trains first responders to recognize and respond effectively to early signs of mental illness. MCBHRS staff that have been trained as trainers will facilitate these classes. This training aims to bring awareness of the prevalence, and negative impact mental illness can have on an individual, family, and friends. The goal is to share information and resources so that the person leaves the training with an understanding of how to connect someone to mental health resources. The training can also shed some myths about mental illness and increase a sense of compassion for those suffering from untreated mental illness.

The design and implementation of this training is intended to reduce the stigma and discrimination attached to seeking or receiving services by talking freely about mental wellness. Training is scheduled at various locations across Mariposa County to encourage more participation at a convenient location for responders. Increasing the number of participants should help facilitate access to services by training more individuals to recognize signs of mental illness. MCBHRS has two mental health assistants certified to teach MHFA that make up the training team. MCBHRS proposes that this program continue to be funded as stakeholders have expressed how important this program is to our community.

Proposed Activities:

Each training informs responders on how to access and link individuals to treatment. Trained responders may interface with unserved or underserved populations. Responders are trained to assist individuals seeking treatment and promote timely access to services. MHFA has been identified as being a helpful educational tool that respondents can use to notice the early signs of mental health problems, empower respondents to feel confident in being able to help someone experiencing a mental health problem, and reduce stigma surrounding mental illness in the community and nearby surrounding areas.

Individuals Served:

MHFA instructors plan to engage with members of the community and nearby surrounding communities to train and educate those individuals on the signs and symptoms of mental illness. Respondents of the MHFA training include, but are not limited to, first responders (law enforcement, EMS, crisis workers, ER staff, etc.), health care workers (including those with a background in mental health), school staff, community members, local businesses including owners and employees, and community youth. The estimated number of individuals served is targeted to be 120 participants.

Outcomes and Indicators:

Mental Health First Aid instructors will utilize pre- and post-surveys to gather information regarding comprehension, interest, attitudes towards mental health, knowledge and skills gained, and any needs that learners have identified for any improvements or focus topics to highlight. In addition, data will be collected for each learner's age, gender, ethnicity, and recruitment.

Course evaluations after the training will demonstrate the effectiveness of the curriculum delivered to learners. Post-tests collected will measure how the learners have increased knowledge in recognizing signs and symptoms of mental illness and confidence ratings on how to respond.

Demographic data will also be collected for every participant.

Budget:

MCBHRS estimates spending $10,000.00 on MHFA each fiscal year. This number is expected to remain the same over the next three fiscal years.

Estimated Cost Person: $83.00

**The above amounts are budget estimates based on MHSA revenue projections. The actual expenditures may be lower or higher depending on the actual MHSA revenue received in these future years.*

Program Description:

Mariposa Minds Matter is made up of members of the consumers, community-based partners, and behavioral health staff. Activities throughout the year are designed to reduce stigma in our unique rural community. In 2018, the Committee renamed itself from the 'Stigma Reduction Committee' to the 'Mariposa Minds Matter Task Force.' This program is designed to welcome community members' participation in developing stigma and discrimination reduction activities. MMM is a program specifically targeted to reduce stigma and discrimination by increasing awareness through education, resources, quizzes, games, and demonstrations of sound baths and aromatherapy. This program is expected to increase acceptance, dignity, and inclusion for individuals with mental illness. The program intends to also encourage self-acceptance for those that may be struggling.

While this program will mainly consist of one-touch encounters, MMM will strive to provide access, linkage, and timely access to services as appropriate for individuals attending events. The program is designed to be fluid as far as where the outreach is directed. The objective is to reach as many individuals as possible; reaching individuals in a rural community can often be challenging. The ability to reach more individuals is enhanced by participating in events that are expected to bring folks to one area (e.g., the county fair).

Proposed Activities:

MMM is a project-based task force, participating in several events throughout the county that can range from the annual county fair to the local farmers market. The task force will have a booth at several festivals throughout the year to generate conversations about the stigma and discrimination around mental health. Conversations about stigma (personal, social, and institutional) are vital to reducing negative feelings, attitudes, beliefs, perceptions, stereotypes, and discrimination related to being diagnosed with a mental illness or receiving services for a mental illness. The booths will provide verbal and written educational materials on mental health and reducing stigma. Materials will include but are not limited to an emotion wheel, children's drawing boards, and mental health screenings. MMM also plans to provide one booth annually in a heavily trafficked area. This booth will provide information on mental illness, mental health, and stigma reduction.

MMM will also host community video events twice yearly to feature a specific mental health diagnosis. These videos will also include a lived experience speaker and handouts.

Individuals Served:

The populations that will be served include all residents of Mariposa County. Approximately 150 people are expected to be served through this program annually. This is mainly a one-touch encounter strategy.

Outcomes and Indicators:

The expected outcome is a reduction in negative feelings, attitudes, beliefs, perceptions, stereotypes, and discrimination related to being diagnosed with mental illness. The program is also expected to increase acceptance, dignity, and inclusion for individuals with mental illness and their families. It is

also expected to encourage self-acceptance for members of the committee. MMM will collect data at all community events using pre/post surveys to determine the effectiveness in changing attitudes, knowledge, and/or behavior regarding being diagnosed with mental illness, having a mental illness, and/or receiving mental health services. The MMM will use the data to drive the direction and target of future campaigns. Pre/post surveys will demonstrate if the stigma reduction interventions effective in bringing about the desired outcomes listed above.

Demographic data will also be collected for every participant.

Budget:

MCBHRS estimates spending $2,000.00 on the stigma reduction program each fiscal year. This number is expected to remain the same over the next three fiscal years.

Estimated Cost Person: $11.43

**The above amounts are budget estimates based on MHSA revenue projections. The actual expenditures may be lower or higher depending on the actual MHSA revenue received in these future years.*

Program Description:

The Central Valley Suicide Prevention Hotline (CVSPH) took its first call on January 17, 2013. The Hotline operated on a limited basis, five days a week for twelve hours daily. In July 2013, CVSPH expanded operations to 24 hours per day, seven days per week, and 365 days per year. CVSPH is a program administered through CalMHSA on behalf of counties participating. It serves as the county's primary suicide prevention hotline. CVSPH operates a 24/7 suicide prevention hotline accredited by the American Association of Suicidology and will continue to answer calls through its participation in the national suicide prevention lifeline, which provides interpreters for 150 different languages. CVSPH serves a culturally diverse group of seven counties in California's Central Valley: Fresno, Tulare, Kings, Madera, Mariposa, Merced, and Stanislaus. The program is designed to help improve access to services by linking callers to the appropriate services. The accessibility of a local hotline providing callers with information and resources ensures that the program is non-stigmatizing and non-discriminatory. Through the stakeholder process, participants identified suicide prevention as the most needed program, and MCBHRS proposes to continue funding this program.

Proposed Activities:

This hotline continues to be 24/7 and 365 days per year. The Hotline is operated by staff utilizing volunteers to minimize cost and maximize efficiency. The Hotline assists individuals who are looking for resources and education regarding a loved one or friend, provides support for those in crisis, and keeps people safe who have suicidal ideation or that are in the process of killing themselves.

Individuals Served:

The program is expected to serve 50 individuals per fiscal year.

Outcomes and Indicators:

The expected outcome of this evidence-based practice is to reduce suicide through the accessibility of a local hotline providing timely access to services. The number of callers will be used to indicate a change in attitude and behavior to prevent mental illness-related suicide.

The CVSPH uses the Columbia Suicide Severity Rating scale to screen their callers with the intention of preventing suicide for Mariposa County.

Demographic data will also be collected for every participant.

Budget:

MCBHRS estimates spending $4,000.00 on the CVSPH each fiscal year. This number depends on the price charged by the vendor according to our share of the call volume but is expected to remain the same over the next three fiscal years.

Estimated Cost Person: $80.00

**The above amounts are budget estimates based on MHSA revenue projections. The actual expenditures may be lower or higher depending on the actual MHSA revenue received in these future years.*

Access and Linkage

Opt Out

Each project listed above in the PEI component facilitates and ensures access and linkage to services. The reporting requirements for this component would require more training and staff time than a tiny county can implement. As such, MCBHRS has decided to opt-out of the access and linkage component.

What is Workforce, Education and Training?

Workforce, Education, and Training (WET) is the component of MHSA that aims to reduce the workforce shortages of qualified staff in the mental health field by supporting, building, retaining, and training. Every five years the county must conduct a workforce assessment of the education and training needs of the mental health system workforce and evaluate the identified needs.

Proposed programs within Workforce, Education and Training:

- **Regional Loan Repayment Program**
  a) MCBHRS will continue to work with our partners at HCAI, CalMHSA, and our central Regional collaborative to ensure MCBHRS continues awarding participants educational loans in exchange for paid comment.

Workforce Needs Assessment 2020:

(See full WET Assessment – Appendix)

MCBHRS conducted a WET assessment in January 2020 to determine current workforce shortages and identify hard to fill positions (See full WET assessment in appendix L). Staff were asked to complete a short survey identifying their licensure/position, their ethnicity and any language proficiencies. It should be noted that 18% of the current workforce did not respond to the information requested.

	White / Cauc.	Hispanic / Latino	African-American / Black	Asian / Pacific Islander	Native American	Multi Race / Other (Includes unknown)
Population Served	70%	11%	2%	>1%	4%	12%
MCBHRS Workforce	62%	12.3%	1.6%	1.6%	0%	4.8%

Comparability of workforce, by ethnicity, to population receiving public mental health services:

Several ethnic groups were identified as being appropriately represented by the current workforce; however, it appears more work needs to be done to recruit staff that identify as Native American, with zero percent staffing represented. MCBHRS contracts with the American Indian Council to provide mental health services to the Native American population. These contract providers were not included in the workforce data listed above. More work needs to be done to determine what other races or ethnicities are being served that fall into the Multi/Race or Other category.

Language Proficiency:

Three staff members self-identified as being proficient in Spanish, and one staff indicted they were proficient in French. Although there is not a large number of staff members proficient in other languages, the majority of consumers are proficient in English, with only the occasional need for Spanish and ASL interpreter. MCBHRS offsets this need by contracting with a certified ASL interpreter and a tele-interpreter language line. Staff are trained annually on the usage of the language line to ensure, when the need arises, staff have access to multiple languages. One area that warrants further exploration is whether Non-English-speaking communities are not seeking out the services they need because of perceived language barriers. Further exploration may be necessary to determine if the need is great enough to offer an incentive for direct service hires with ASL or Spanish language proficiency, or training for current employees in these languages.

Position designated for individuals with consumer experience:

MCBHRS has a position designed for individuals with consumer experience. This is a peer support specialist position that runs the Wellness Center. The peer support specialist position allows consumers and family members to enter the mental health profession and potentially be promoted through the Mental Health Assistant (I – III) career ladder. This position is currently filled, but historically, staff have entered into this position and then moved on to promotional opportunities.

Other, Miscellaneous:

Age Penetration Rates										
Age Group	0-15 Years	6-11 Years	12-17 Years	18-20 Years	21-24 Years	25-34 Years	35-44 Years	45-54 Years	55-64 Years	65+ Years
% Served	5%	14%	30%	13%	12%	13%	14%	15%	12%	6%

It is notable that Mariposa County's 65+ age group makes up 27% of the population, and yet the penetration rate for this group is 6%. Forty-eight percent of stakeholders identified the 60+ age range as an underserved population in the community. This could be indicative of the county's lack of Medicare providers. The older adult age group remains an underserved population for MCBHRS.

Regional Loan Repayment Program

Workforce, Education and Training

Program Description:

The Health Care and Information (HCAI) (formally OSHPD) announced a WET regional partnership grant in 2019. MCBHRS falls under the central region and as such have been participating with the region to plan and organize these programs.
MCBHRS is interested in the following programs:

- Loan Repayment Program: Provide educational loan repayment assistance to PMHS professionals that the local jurisdiction identifies as high priority in the region, giving consideration to applicants who previously received a scholarship and/or stipend. The Grantee may consider the following factors when determining award amounts: applicants who previously scholarships and/or stipends, educational attainment, the level of unmet need in the community served, and years of service in the PMHS. The Grantee also determines the amount they award and length of volunteer or paid work commitment.

Eligible Professions will apply through a centralized application through OSHPD. The following are eligible professions:

- Licensed/Associate Clinical Social Worker
- Licensed /Associate Marriage and Family Therapist
- Licensed/Associate Professional Clinical Counselor
- Licensed Psychiatrist
- Psychiatric Mental Health Nurse Practitioner
- Licensed Clinical Psychiatric Pharmacist

Graduate program stipends will be developed in collaboration with other Central Region counties as part of the Central County Regional Partnership to support WET efforts and workforce diversification. Through the Central Region Partnership, this state loan repayment program will help retain and recruit qualified staff or work to promote careers in the behavioral health field with students early in their academic careers.

Individuals Served:

Current, new or onboarding Licensed/Associate Clinicians, Licensed Psychiatrists, or Psychiatric Nurse Practitioners of MCBHRS.

Budget: $19,695

Proposed Programs within Capital Facilities and Technology Needs (CFTN):

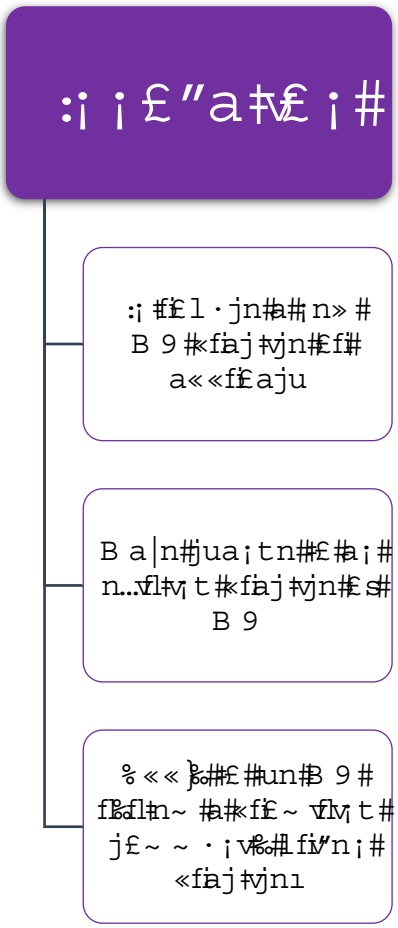
- MCBHRS expended all these one-time funds.

What is Innovation?

Innovation (INN) projects are designed to find new approaches to improve mental health services, delivery of services, quality of services, or improve outcomes by promoting interagency collaboration.

Innovation projects must do one of the following: Introduce a mental health practice or approach that is new to the overall mental health system, including but not limited to, prevention and early intervention; make a change to an existing practice in the field of mental health, including but not limited to, application to a different population; or apply to the mental health system a promising community-driven practice or approach that has been successful in non-mental health contexts or settings.

An innovation project may affect virtually any aspect of mental health practices or assess a new or changed application of a promising approach to solve persistent mental health challenges, including, but not limited to, administrative, governance, and organizational practices, processes, or procedures; advocacy; education and training for service providers, including nontraditional mental health practitioners; outreach, capacity building, and community development; system development; public education efforts; research; services and interventions, including prevention, early intervention, and treatment.



Proposed programs within Innovation:

- **Psychiatric Advanced Directive**
- **Virtual Reality**
  a) In Fiscal Years 23-26, MCBHRS will develop and complete this project proposal.

Innovation Community Planning Process:

MCBHRS currently has one active innovation project.

MCBHRS utilizes the annual stakeholder process to include the innovation projects and will utilize this format for any new proposals. The proposal will then be posted for a 30-day public review and approved by the local mental health board. Once approved, MCBHRS will take the proposal to the Mariposa County Board of Supervisors for approval.

Program Description:

The psychiatric Advance Directives (PADs) project is a multi-county collaborative project supported by the MHSOAC focusing on developing advanced directives to improve the response to individuals who may experience a mental health crisis. The idea behind PADs is like the healthcare advance directive, which allows individuals to identify their care and treatment before a life-changing event can occur. PADs are a form of Supportive Decision-Making (SDM), a decision-making methodology where people work with friends, family members, and professionals who help them understand the situations and choices they face so they may make their own decisions regarding their treatment.

Developing a PAD, with support from, among others, county mental health professionals, can help people clarify their preferences for treatment so that they will receive appropriate support and care, especially during mental health crises. When implemented skillfully, a PAD is a powerful tool to increase a person's quality of care within mental health and justice-involved settings.

The primary purpose of the PADs project is to improve the quality of mental health services, including measured outcomes. Using PADs, clients will gain autonomy in their mental health care decision-making. This project will provide the groundwork for community collaboration, creating a PADs Teams, a standardized PADs County "tool-kit," and evaluate the process and success in engaging clients and nonengaged consumers. This project changes how mental health treatment is implemented by allowing the consumer a voice and choice before a crisis occurs so that during a crisis, that individual has laid out what works, what doesn't work, what makes things worse, and what makes things better. This methodology could allow for more effective use of and leveraging of resources.

Proposed Activities:

This project is proposed to do the following:

1. Engage the community, consumers, peers, families, consumer advocacy groups, law enforcement, and the judicial system.

2. Develop community-wide standardized training for understanding, accessing, recognizing, and implementing PADs within the community.

3. Create a standardized PAD template.

4. Training for trainers.

5. Draft and advocate for legislation enabling PAD use, accessibility, adherence, and sustainability.

6. Create a statewide PADs technology platform.

7. Evaluate the impact of PADs with the process and impact data and outcomes.

If PADs are found to be successful in positively affecting consumer outcomes, this project will contribute to learning locally, statewide, and even nationwide. MCBHRS will continue to develop this project and will work to identify and describe the priority population to utilize PADs. Initially, the project could target just the homeless, aging, and hospitalized populations. The PADs project will be designed and implemented in a way that is consistent with all relevant MHSA standards.

Community Planning Process - PADS:

Community Program Planning for PADS – The local Behavioral Health Board (BHB) was invited to attend two informative listening lessons on April 20, 2021, and May 12, 2021, on supportive decision-making and psychiatric advanced directives. An informative PowerPoint was formally presented to the BHB on PADs. Additionally, MCBHRS hosted a stakeholder meeting on 05/12/2021, where information on the psychiatric advance directives was provided to the participants and an opportunity to provide feedback or ask questions. MCBHRS then posted a survey on our Facebook page to gather more information from stakeholders on using psychiatric advance directives and participating in the multicounty collaborative project.

The following results were found:

- 100% of participants think there is a need to increase the quality of mental health services provided in Mariposa County.
- 91% of respondents indicated that they, a loved one, or someone they know would be interested in creating a PAD.
- 83% believed integrating PADs would enhance their overall mental health treatment.
- 92% of respondents believed that allowing individuals to identify their treatment upfront before a crisis occurs will improve client outcomes.

Information on this program was presented at July 16, 2021, a public hearing, where stakeholders were given another opportunity to provide input and feedback on psychiatric advance directives. This project was approved by the MHSOAC on 06/24/2021. Stakeholders will be involved at every stage of this project, from project design, implementation, and training, and even what information should be collected on a PAD. Once this project reaches the evaluation stage, all information will be presented to stakeholders, where they will be asked about the project's future and if they feel it was successful, and if those aspects of the project should continue.

Individuals Served:

MCBHRS will be serving the population that has the highest risk of homelessness, hospitalizations, and involvement with the criminal justice system.

Outcomes and Indicators:

To improve positive outcomes for consumers at risk of involuntary care, homelessness, unnecessary hospitalizations, and involvement with criminal justice. Evaluation of the impact of PADS with the process and impact data and outcomes by using surveys, holding focus groups, evaluating county-specific priority populations, evaluating the effect on access to quality of mental health services and supports, and evaluating the impact on consumers of the quality of life.

Budget:

The PADs innovation program will cost anywhere from $116,173 to $119,851 annually.

Virtual Reality (VR) –

VR has been used as a tool in therapy and has proven effective in treating anxiety disorders. The idea behind incorporating VR into mental health treatment is to increase engagement and quality of services individuals receive. The use of VR could increase the ability of the treating provider to understand a problem and intervene in real time. This process also allows for a more controlled environment, for example, if a client experiences social anxiety, VR could simulate a social setting allowing the provider to walk the client, in real time, through coping skills without actually having the client in a social setting.

MCBHRS would propose incorporating VR in mental health services with children. The goal is to use this tool to provide psychoeducation, mindfulness, and simulate other environments and experiences that children struggle with.

MCBHRS will continue the stakeholder process for this project, and will request technical assistance, and eventually approval from the MHSOAC before this project is implemented.

Currently there is no budget allocated for this program as MCBHRS will continue the planning stage of this project.

FY 2023-24 Through FY 2025-26 Three-Year Mental Health Services Act Expenditure Plan
Funding Summary

County: Mariposa Date: 3/31/23

	Fiscal Year 2023/24					
	A	B	C	D	E	F
	Community Services and Supports	Prevention and Early Intervention	Innovation	Workforce Education and Training	Capital Facilities and Technological Needs	Prudent Reserve
A. Estimated FY 2023/24 Funding						
1. Estimated Unspent Funds from Prior Fiscal Years	0	0	0	0	0	
2. Estimated New FY2023/24 Funding	1,849,848	462,452	116,173			
3. Transfer in FY2023/24a/	0					
4. Access Local Prudent Reserve in FY2023/24	0	0				0
5. Estimated Available Funding for FY2023/24	1,849,848	462,452	116,173	19,695	0	
B. Estimated FY2023/24 MHSA Expenditures	1,849,848	462,452	116,173	19,695	0	
C. Estimated FY2024/25 Funding						
1. Estimated Unspent Funds from Prior Fiscal Years	0	0	0	0	0	
2. Estimated New FY2024/25 Funding	1,775,512	443,859	119,851			
3. Transfer in FY2024/25a/	0					
4. Access Local Prudent Reserve in FY2024/25	0	0				0
5. Estimated Available Funding for FY2024/25	1,775,512	443,859	119,851	0	0	
D. Estimated FY2024/25 Expenditures	1,775,512	443,859	119,851	0	0	
E. Estimated FY2025/26 Funding						
1. Estimated Unspent Funds from Prior Fiscal Years	0	0	0	0	0	
2. Estimated New FY2025/26 Funding	1,751,761	437,921	0			
3. Transfer in FY2025/26a/	0					
4. Access Local Prudent Reserve in FY2025/26	0	0				0
5. Estimated Available Funding for FY2025/26	1,751,761	437,921	0	0	0	
F. Estimated FY2025/26 Expenditures	1,751,761	437,921	0	0	0	
G. Estimated FY2025/26 Unspent Fund Balance	0	0	0	0	0	

H. Estimated Local Prudent Reserve Balance	
1. Estimated Local Prudent Reserve Balance on June 30, 2014	0
2. Contributions to the Local Prudent Reserve in FY 2023/24	0
3. Distributions from the Local Prudent Reserve in FY 2023/24	0
4. Estimated Local Prudent Reserve Balance on June 30, 2015	0
5. Contributions to the Local Prudent Reserve in FY 2024/25	0
6. Distributions from the Local Prudent Reserve in FY 2024/25	0
7. Estimated Local Prudent Reserve Balance on June 30, 2016	0
8. Contributions to the Local Prudent Reserve in FY 2025/26	0
9. Distributions from the Local Prudent Reserve in FY 2025/26	0
10. Estimated Local Prudent Reserve Balance on June 30, 2017	0

a/ Pursuant to Welfare and Institutions Code Section 5892(b), Counties may use a portion of their CSS funds for WET, CFTN, and the Local Prudent Reserve. The total amount of CSS funding used for this purpose shall not exceed 20% of the total average amount of funds allocated to that County for the previous five years.

FY 2023-24 Through FY 2025-26 Three-Year Mental Health Services Act Expenditure Plan
Community Services and Supports (CSS) Component Worksheet

County: Mariposa | Date: 3/31/23

Fiscal Year 2023/24

	A	B	C	D	E	F
	Estimated Total Mental Health Expenditures	Estimated CSS Funding	Estimated Medi-Cal FFP	Estimated 1991 Realignment	Estimated Behavioral Health Subaccount	Estimated Other Funding
FSP Programs						
1. Children	706,017	508,569	197,448			
2. Adult	1,020,262	722,808	297,454			
Non-FSP Programs						
1. Wellness Center - GSD	10,000	10,000				
2. Peer Support - Wellness Center - GSD	42,088	42,088				
CSS Administration	787,537	566,383	221,154			
CSS MHSA Housing Program Assigned Funds	0					
Total CSS Program Estimated Expenditures	2,565,904	1,849,848	716,056	0	0	0
FSP Programs as Percent of Total	93.3%					

Fiscal Year 2024/25

	A	B	C	D	E	F
	Estimated Total Mental Health Expenditures	Estimated CSS Funding	Estimated Medi-Cal FFP	Estimated 1991 Realignment	Estimated Behavioral Health Subaccount	Estimated Other Funding
FSP Programs						
1. Children	667,024	469,576	197,448			
2. Adult	959,059	661,605	297,454			
Non-FSP Programs						
1. Wellness Center - GSD	10,000	10,000				
2. Peer Support - Wellness Center - GSD	43,877	43,877				
CSS Administration	821,007	590,454	230,553			
CSS MHSA Housing Program Assigned Funds	0					
Total CSS Program Estimated Expenditures	2,500,967	1,775,512	725,455	0	0	0
FSP Programs as Percent of Total	91.6%					

Fiscal Year 2025/26

	A	B	C	D	E	F
	Estimated Total Mental Health Expenditures	Estimated CSS Funding	Estimated Medi-Cal FFP	Estimated 1991 Realignment	Estimated Behavioral Health Subaccount	Estimated Other Funding
FSP Programs						
1. Children	637,304	439,855	197,448			
2. Adult	911,909	614,455	297,454			
Non-FSP Programs						
1. Wellness Center - GSD	10,000	10,000				
2. Peer Support - Wellness Center - GSD	45,742	45,742				
CSS Administration	892,276	641,709	250,566			
CSS MHSA Housing Program Assigned Funds	0					
Total CSS Program Estimated Expenditures	2,497,230	1,751,761	745,469	0	0	0
FSP Programs as Percent of Total	88.4%					

FY 2023-24 Through FY 2025-26 Three-Year Mental Health Services Act Expenditure Plan
Prevention and Early Intervention (PEI) Component Worksheet

County:	Mariposa					Date:	3/31/23

		Fiscal Year 2023/24					
		A	B	C	D	E	F
		Estimated Total Mental Health Expenditures	Estimated PEI Funding	Estimated Medi-Cal FFP	Estimated 1991 Realignment	Estimated Behavioral Health Subaccount	Estimated Other Funding
PEI Programs - Prevention	**Mariposa Program**						
	1. Existing operating expenses	202,116	202,116	0	0	0	0
Prevention	2. Friendly Visitor	50,000	50,000	0	0	0	0
Prevention	3. Aramark	30,000	30,000	0	0	0	0
Prevention	4. NPS	20,000	20,000	0	0	0	0
Early Intervention	5. Family Resource Center	121,000	121,000	0	0	0	0
Stigma Reduction	6. MMM	2,000	2,000	0	0	0	0
Suicide Prevention	7. CVSPH	4,000	4,000				
Outreach for Increasing Recognition	8. MHFA	10,000	10,000				
Access and Linkage (Optional)		0	0				
	10.	0					
PEI Programs - Early Intervention							
	11.	0					
	12.	0					
	13.	0					
	14.	0					
	15.	0					
	16.	0					
	17.	0					
	18.	0					
	19.	0					
	20.	0					
PEI Administration		23,336	23,336				
PEI Assigned Funds		0					
Total PEI Program Estimated Expenditures		462,452	462,452	0	0	0	0

County:	Mariposa					Date:	3/31/23

		Fiscal Year 2024/25					
		A	B	C	D	E	F
		Estimated Total Mental Health Expenditures	Estimated PEI Funding	Estimated Medi-Cal FFP	Estimated 1991 Realignment	Estimated Behavioral Health Subaccount	Estimated Other Funding
PEI Programs - Prevention	**Mariposa Program**						
	1. Existing operating expenses	182,531	182,531	0	0	0	0
Prevention	2. Friendly Visitor	50,000	50,000	0	0	0	0
Prevention	3. Aramark	30,000	30,000	0	0	0	0
Prevention	4. NPS	20,000	20,000	0	0	0	0
Early Intervention	5. Family Resource Center	121,000	121,000	0	0	0	0
Stigma Reduction	6. MMM	2,000	2,000	0	0	0	0
Suicide Prevention	7. CVSPH	4,000	4,000	0	0	0	0
Outreach for Increasing Recognition	8. MHFA		10,000				
Access and Linkage (Optional)		0	0				
	10.	0					
PEI Programs - Early Intervention							
	11.	0					
	12.	0					
	13.	0					
	14.	0					
	15.	0					
	16.	0					
	17.	0					
	18.	0					
	19.	0					
	20.	0					
PEI Administration		24,328	24,328				
PEI Assigned Funds		0					
Total PEI Program Estimated Expenditures		433,859	443,859	0	0	0	0

		Fiscal Year 2025/26					
		A	B	C	D	E	F
		Estimated Total Mental Health Expenditures	Estimated PEI Funding	Estimated Medi-Cal FFP	Estimated 1991 Realignment	Estimated Behavioral Health Subaccount	Estimated Other Funding
PEI Programs - Prevention	**Mariposa Program**						
	1. Existing operating expenses	175,559	175,559	0	0	0	0
Prevention	2. Friendly Visitor	50,000	50,000	0	0	0	0
Prevention	3. Aramark	30,000	30,000	0	0	0	0
Prevention	4. NPS	20,000	20,000	0	0	0	0
Early Intervention	5. Family Resource Center	121,000	121,000	0	0	0	0
Stigma Reduction	6. MMM	2,000	2,000	0	0	0	0
Suicide Prevention	7. CVSPH	4,000	4,000				
Outreach for Increasing Recognition	8. MHFA	10,000	10,000				
Access and Linkage (Optional)		0	0				
	10.	0					
PEI Programs - Early Intervention							
	11.	0					
	12.	0					
	13.	0					
	14.	0					
	15.	0					
	16.	0					
	17.	0					
	18.	0					
	19.	0					
	20.	0					
PEI Administration		25,362	25,362				
PEI Assigned Funds		0					
Total PEI Program Estimated Expenditures		437,921	437,921	0	0	0	0

FY 2023-24 Through FY 2025-26 Three-Year Mental Health Services Act Expenditure Plan

Innovations (INN) Component Worksheet

County: Mariposa Date: 3/31/23

	Fiscal Year 2023/24					
	A	B	C	D	E	F
	Estimated Total Mental Health Expenditures	Estimated INN Funding	Estimated Medi-Cal FFP	Estimated 1991 Realignment	Estimated Behavioral Health Subaccount	Estimated Other Funding
INN Programs						
1. INN#1 Psychiatric Advanced Directives - Multi County Collaborative	101,301	101,301	0	0	0	0
2.	0					
INN Administration	14,873	14,873				
Total INN Program Estimated Expenditures	116,173	116,173	0	0	0	0

	Fiscal Year 2024/25					
	A	B	C	D	E	F
	Estimated Total Mental Health Expenditures	Estimated INN Funding	Estimated Medi-Cal FFP	Estimated 1991 Realignment	Estimated Behavioral Health Subaccount	Estimated Other Funding
INN Programs						
1. INN#1 Psychiatric Advanced Directives - Multi County Collaborative	104,234	104,234	0	0	0	0
2.	0					
INN Administration	15,616	15,616				
Total INN Program Estimated Expenditures	119,851	119,851	0	0	0	0

	Fiscal Year 2025/26					
	A	B	C	D	E	F
	Estimated Total Mental Health Expenditures	Estimated INN Funding	Estimated Medi-Cal FFP	Estimated 1991 Realignment	Estimated Behavioral Health Subaccount	Estimated Other Funding
INN Programs						
1. Psychiatric Advanced Directives - Multi County Collaborative	0	0	0	0	0	0
2.	0					
INN Administration	0					
Total INN Program Estimated Expenditures	0	0	0	0	0	0

FY 2023-24 Through FY 2025-26 Three-Year Mental Health Services Act Expenditure Plan

Workforce, Education and Training (WET) Component Worksheet

County: Mariposa Date: 3/31/23

	Fiscal Year 2023/24					
	A	B	C	D	E	F
	Estimated Total Mental Health Expenditures	Estimated WET Funding	Estimated Medi-Cal FFP	Estimated 1991 Realignment	Estimated Behavioral Health Subaccount	Estimated Other Funding
WET Programs						
1. Workforce Staffing Support	0	0				
2. Training and Technical Assistance	0	0				
3. Mental Health Career Pathways Pro	0	0				
4. Residency and Internship Programs	0	0				
5. Financial Incentive Programs	0	0				
6. ***WET Regional Workforce Partner	19,695	19,695				
7.	0					
WET Administration	0	0				
Total WET Program Estimated Expenditures	19,695	19,695	0	0	0	0

	Fiscal Year 2024/25					
	A	B	C	D	E	F
	Estimated Total Mental Health Expenditures	Estimated WET Funding	Estimated Medi-Cal FFP	Estimated 1991 Realignment	Estimated Behavioral Health Subaccount	Estimated Other Funding
WET Programs						
1. Workforce Staffing Support	0					
2. Training and Technical Assistance	0					
3. Mental Health Career Pathways Pro	0					
4. Residency and Internship Programs	0	0				
5. Financial Incentive Programs	0					
6. WET - Central Regional Partnership	0	0				
7.	0					
WET Administration	0				0	
Total WET Program Estimated Expenditures	0	0	0	0	0	0

	Fiscal Year 2025/26					
	A	B	C	D	E	F
	Estimated Total Mental Health Expenditures	Estimated WET Funding	Estimated Medi-Cal FFP	Estimated 1991 Realignment	Estimated Behavioral Health Subaccount	Estimated Other Funding
WET Programs						
1. Workforce Staffing Support	0					
2. Training and Technical Assistance	0					
3. Mental Health Career Pathways Pro	0					
4. Residency and Internship Programs	0					
5. Financial Incentive Programs	0					
6. WET - Central Regional Partnership	0	0			0	
7.	0					
WET Administration	0					
Total WET Program Estimated Expenditures	0	0	0	0	0	0

FY 2017-18 Through FY 2019-20 Three-Year Mental Health Services Act Expenditure Plan

Capital Facilities/Technological Needs (CFTN) Component Worksheet

County: Mariposa Date: 3/31/23

	Fiscal Year 2017/18					
	A	B	C	D	E	F
	Estimated Total Mental Health Expenditures	Estimated CFTN Funding	Estimated Medi-Cal FFP	Estimated 1991 Realignment	Estimated Behavioral Health Subaccount	Estimated Other Funding
CFTN Programs - Capital Facilities Projects						
1. Family Services Center	0	0	0	0	0	0
2. MHIT	0	0	0	0	0	0
CFTN Programs - Technological Needs Projects						
11.	0					
CFTN Administration	0					
Total CFTN Program Estimated Expenditures	0	0	0	0	0	0

	Fiscal Year 2018/19					
	A	B	C	D	E	F
	Estimated Total Mental Health Expenditures	Estimated CFTN Funding	Estimated Medi-Cal FFP	Estimated 1991 Realignment	Estimated Behavioral Health Subaccount	Estimated Other Funding
CFTN Programs - Capital Facilities Projects						
1. Family Services Center	0	0	0	0	0	0
2. MHIT	0	0	0	0	0	0
CFTN Programs - Technological Needs Projects						
11.	0					
CFTN Administration	0					
Total CFTN Program Estimated Expenditures	0	0	0	0	0	0

	Fiscal Year 2019/20					
	A	B	C	D	E	F
	Estimated Total Mental Health Expenditures	Estimated CFTN Funding	Estimated Medi-Cal FFP	Estimated 1991 Realignment	Estimated Behavioral Health Subaccount	Estimated Other Funding
CFTN Programs - Capital Facilities Projects						
1. Family Services Center	0	0	0	0	0	0
2. MHIT	0	0	0	0	0	0
CFTN Programs - Technological Needs Projects						
11.	0					
CFTN Administration	0					
Total CFTN Program Estimated Expenditures	0	0	0	0	0	0

Mariposa County Health and Human Services and Prevention and Early Intervention Report (2021-2022)

Overview: Prevention and Early Intervention (PEI) programs are partially intended to prevent a serious mental illness by promoting strategies that reduce risk factors and prevent mental illness from becoming severe and disabling. PEI programs are also designed to improve timely access to services and to provide a better understanding of recognizing early signs of mental illness. PEI is made up of six categories: Early Intervention, Prevention, Outreach for Increasing Recognition of Early Signs of Mental Illness, Access and Linkage to Treatment, Stigma and Discrimination Reduction, and lastly Suicide Prevention.

Executive Summary: Mariposa County's Behavioral Health and Recovery Services (MCBHRS) Prevention and Early Intervention (PEI) Annual Program Evaluation presents summaries and analysis of the six PEI projects active during the fiscal year (2021-2022).

PEI is designed to engage individuals and prevent mental illnesses from becoming severe and disabling. PEI projects are also intended to increase the timely access to services for underserved populations. The goal is to reduce adverse outcomes that may be a result of an untreated mental health illness. The following seven programs were constructed with stakeholder participation to address the aforementioned. Each program is designed to be non-stigmatizing and nondiscriminatory.

1. School Services:

   This school based early intervention program was implemented in collaboration with a contract provider. This program consisted of an after-school peer mentoring program, lunch program, and teacher trainings. These programs focused on utilizing evidence-based practices such as cognitive behavioral therapy, dialectical behavioral therapy, mindfulness-based stress reduction, and non-violent communications. These evidence-based practices reduced negative outcomes, provided timely access to services, and access and linkage to treatment. The design and implementation of activities were designed to be in the school setting thus reducing the stigma and discrimination attached to seeking or receiving services.

2. Yosemite National Park Counselor:

   This prevention program was designed and implemented in 2018 when stakeholders, the National Park Services (NPS), and the Hospitality industry reached out for assistance with mental health services in YNP. A mental health clinician was funded to provide services and interventions, to address and promote recovery and related functional outcomes for mental illness in early emergence by providing counseling and support services. This program is designed to reduce stigma and discrimination by serving people in an environment that connects staff to resources in their workplace.

3. Mental Health First Aid:

   This evidence-based program provided outreach for increasing recognition of early signs of mental illness and embodies the ideals set forth within PEI. This program engaged and trained first responders to recognize and respond effectively to early signs of mental illness. The trainings were held in locations convenient for community members, community partners, consumers, and family members. This program focused on bringing about recovery, wellness, and resilience.

4. Mariposa Minds Matter Task Force:

   This Stigma Reduction Task Force is an integral part of the Behavioral Health Board. The Task Force is made up of members, consumers, community-based partners, and staff. Activities are held throughout the year designed to reduce stigma in our unique rural community. This component was designed to welcome community member's participation in the development of stigma and discrimination reducing activities.

5. Central Valley Suicide Prevention Hotline:

   In collaboration with this hotline, trainings were provided to MCBHRS staff and community. CVSPH serves as a means of suicide prevention for the community. The hotline assists individuals who are looking for resources and education regarding a loved one or friend and provides support for those in crisis. Stigma and discrimination were reduced by the anonymity of each phone call. This evidence-based practice reduced suicide by the accessibility of a local hotline, providing timely access to services, and access and linkages to treatment.

6. School Suicide Prevention Program:

   This School Based Suicide Prevention Program was designed to target and engage school aged youth in conversations about the signs and symptoms of suicide. Stigma and discrimination were reduced by allowing students to participate both virtually and on the school campus, meeting the youth where they are. These activities were implemented and designed to increase timely access to services, and access and linkage to treatment.

Results and analysis of all PEI programs include the perspective of diverse people with lived experience through our local Behavioral Health Board.

Unserved and underserved populations were identified through internal and external needs assessments within our county. Outcomes and indicators for each program were selected because of stakeholder input on what would be the desired outcomes for those unserved and underserved populations. See appendixes for reporting forms and selected indicators for each program.

Program: School Services

Component: Early Intervention

Program Description: This school-based program provided an array of services for students in grades 6-12th who were identified as being at-risk. MCBHRS collaboration with a contract provider to implement the program, which consisted of Self-esteem building, a Psychology Skills Course, Equine Therapy, Yoga, Psycho-education, an after-school peer mentoring program, teacher training on conflict resolution in the classroom, and student check-ins. These early-intervention services utilized evidence-based practices such as cognitive behavioral therapy, dialectical behavioral therapy, mindfulness-based stress reduction, and non-violent communication.

The following early intervention services brought mental wellness and reduced prolonged suffering from depression and anxiety.

Enrichment Activities - This is an array of programs that will be offered for students in grades 6 – 12th who have been identified as being at risk due to reported history of neurological, emotional/behavioral, socio/economic, and environmental challenges. In coordination with the Mariposa County Unified School District (MCUSD), students who fall into this at-risk category will be identified and referred to these programs. Due to the COVID-19 pandemic, the location of the programs may vary depending on the restrictions being implemented by the school district.

Self-Esteem Building:

Self-defense and somatic therapy will be used as a medium for health and healing. The program is geared towards cultivating self-esteem and victimization rehabilitation through teaching the empowering tools of self-defense, setting boundaries through assertive communication, body language and posture, to help students process and release the challenge and/or traumas of victimization they've endured and learn to cope positively.

Activities include, but are not limited to, psycho-education on stress reduction (mindfulness, journaling, breathing techniques, healthy boundaries, and empowered communication skills) and somatic therapy techniques that help students to increase awareness of how their past challenges are showing up in their minds and bodies as stress and tension, and learn how to use esteem building physical exercise as a tool for releasing stored trauma. Students will learn how to identify somatic sensations and emotions to increase their awareness of how they are feeling.

Psychology Skills Course:

This program will be provided for identified at-risk youth struggling to engage with teachers, family members, and/or peers healthily and productively. The group course content would include but is not limited to an introduction to psychology skills such as active listening and empathic responding, healthy communication, implementation of healthy coping skills, peer mentoring, and problem-solving/resolution techniques.

Activities include, but are not limited to, psycho-education on therapeutic techniques (building rapport, active listening, reflecting, holding space), psycho-education on therapeutic theory (CBT, DBT, Mindfulness-based stress reduction, and non-violent communication), interactive games related to mental health, and peer mentoring processing sessions.

Horse Therapy:

Horse therapy will be used as a medium for health and healing. The program is geared towards cultivating increased awareness and using the powerful horse/human connection to help students process and release the challenges they've been harboring and learn to cope positively.

This program includes mindfulness-based stress reduction while working with horses. Students will learn to connect to their breath and use it to indicate what is going on mentally and emotionally. Students learn that changing their breathing patterns can improve their mental and emotional status. Students will learn to use to do this with a horse. They will also be able to do this in other areas of their lives. Understanding this vital skill can help improve current mental health issues and prevent future symptoms from emerging.

Yoga - Increasing Awareness:

Yoga will be used as a medium for health and healing. This program will be open to all students that fall within grades 6-12 requirements. It will help screen students experiencing emotional/behavioral challenges that may benefit from the other enrichment programs. The program is geared towards increasing awareness of the mind/body connection, teaching healthy coping/life skills, and decreasing mental health challenges in the identified student population.

Program activities may include but are not limited to, psycho-education on stress reduction, somatic therapy, and cognitive behavioral techniques that help students increase awareness of how their thoughts influence their emotions and somatic sensations. They can learn to mindfully choose a healthy way to resolve their negative thoughts and emotions.

Outdoor Recreation Program Sacred Rok - Psycho-education:

Outdoor exploration will be used as a medium for health and healing. This program is geared towards cultivating increased awareness using mindfulness-based practices to help students process and release challenges and learn to cope positively.

Program activities include but are not limited to, psycho-education on nature and stress reduction. Interventions (such as mindfulness-based stress reduction, journaling, breathing techniques, meditation, and direct connection to nature) and self-care (identifying emotional needs and learning how to tend to those in need in a respectful and compassionate manner will be incorporated into the Sacred Rok program. This program will teach youth to respect nature and start to respect and nurture themselves and others. Sacred Rok believes that building a safe and nurturing community can help to break the cycle of violence and trauma that has taken place in much young youth's lives. The program will guide students through identifying nature's natural calming and nurturing effects through psycho-education, direct contact with nature, hiking, mindfulness-based stress reduction exercises, and discussion/processing around gained insights as they pertain to personal development.

Student Check-Ins:

In addition to the enrichment activities listed above, this program will also consist of student check-ins that will be provided to youth identified by MCUSD as needing or requesting further services. This program will continue to include teacher/student conflict resolution and reintegration. This program will be provided by a master's level mental health staff person and will be supervised by a Licensed Mental Health Clinician.

Teacher/Staff Training:

This program is a training series geared towards helping teachers learn the best practices for resolving conflict in the classroom, building positive relationships with students, and creating strength-based classroom environments using trauma-informed care and principles. This training series will help teachers learn practical skills that will help them reduce disruptions and act out behavior in the classroom and ultimately reduce the number of students who are kicked out of class and sent to the principal's office.

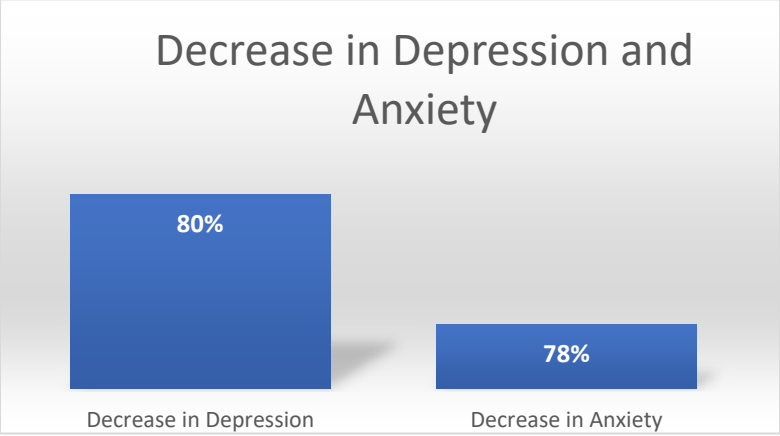
Method of Collection: Sign in sheets, pre-and post-surveys for groups and data from electronic health record.

Data Collection Period: Reports were submitted monthly.

Expected Outcomes: The expected outcome of this program is to reduce the frequency and intensity of depression and anxiety symptoms by learning and practicing positive ways of coping and increasing knowledge of positive coping skills.

Individuals Served: 291

Outcomes: On average, 80% of participants indicated a reduction in depression symptoms, as indicated by the PHQ2. And 79% of participants indicated a reduction in anxiety as indicated by the GAD-2 scores.



Results and Analysis: Due to the COVID-19 pandemic and schools shutting down for some time, this program initially had a slow start leading into the 20/21 fiscal year and continuing through 21/22. The program was modified so that restrictions caused by the pandemic would not hinder the program's ability to offer the programs. The school lunch program was shifted to several activities hosted outside of the school day to allow more individuals to attend and participate. These activities included student check-in time, yoga, and horse therapy.

Yosemite National Park Counselor

Program: Yosemite National Park Counselor

Component: Prevention

Program Description: Yosemite National Park (YNP) lies within the boundaries of Mariposa County. In 2017 the National Park Service (NPS) employed 1,200 employed individuals in the summer and 800 individuals in the winter. The concessionaire within YNP employs a significant number of employees both seasonally and annually. YNP is geographically isolated and remote and has few resources in the way of mental health services. This large population remains underserved. It is worth mentioning that in 2006 there were 5,217,144 visitors to Yosemite. A slight decline occurred in subsequent years due to wildfires.

MCBHRS provided a clinician onsite to address and promote recovery within Yosemite's unique community. Interventions and services included crisis response, first responder stress, mental health issues, and groups.

This community-based prevention program provides services and interventions to reduce risk factors for developing a potentially serious mental illness and build protective factors. The overall services offered include, but are not limited to, group therapy, therapeutic interventions, crisis response emotional support/wellness groups, educational series, and psycho-education for those working and living in Yosemite National Park.

Proposed activities that are intended to reduce the adverse outcomes listed in WIC include:

- Wellness coaching/educational drop-in hours (short-term need).
- Crisis and support groups.
- Psycho-educational series (e.g., Mindfulness, emotional intelligence).
- Employer/Employee consultations regarding mental health.
- Training opportunities for facilitated dialogues (Allies for Inclusion) are offered on different topics and park stressors.
- Linkage to community resources (counseling, Cal Fresh, Health and Human Services Community Assistance Programs, psychiatry).
- Monthly/quarterly newsletter addressing emotional wellness and links to resources.

Yosemite National Park is an hour and a half from the township of Mariposa, where most mental health services are available. This creates burdensome access to the mental health system. Providing services and activities within the boundaries of YNP greatly enhances access and availability to services that would reduce adverse outcomes resulting from untreated mental illness.

This program facilitates timely access to services for this underserved population through their accessibility in the community setting. As individuals or their families are identified as needing further mental health services, the Clinician will provide direct access and linkage to MCBHRS or other appropriate services. The program is designed and implemented in the community setting to reduce stigma by talking openly about mental wellness.

The intended settings of these services will be within the YNP boundaries to strengthen and elevate access for this underserved population. This creates less burdensome access to mental health services. Community members would otherwise face a lack of long drive times and a lack of transportation.

Method of Collection: Most programs utilized a pre and post-survey. Some programs were self-report by participants and completed activities during the program.

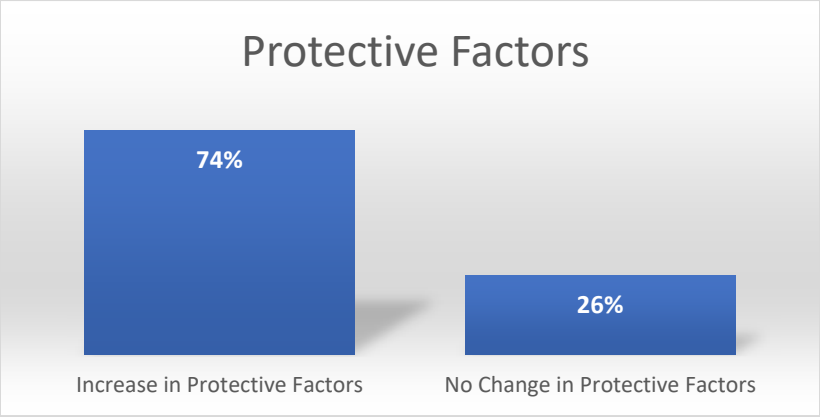
Data Collection Period: Reports are submitted monthly.

Expected Outcomes: Increase protective factors (knowledge, ability to identify social supports, sense of connection, compassion, happiness, hope, self-care) and decrease risk factors (stress, anxiety, depression, isolation, suicide) through psychoeducation, mindfulness, and social connection.

Individuals Served: 147

Outcomes: On average, 70% of participants indicated a decrease in risk factors and 30% indicated no change in risk factors.

Seventy-four percent of participants indicated an increase in protective factors and 26% indicated no change in protective factors.



Results and Analysis: In the 21/22 fiscal year, this program will largely remain the same as proposed. Additionally, this program will utilize more telehealth groups and services when required due to the COVID-19 pandemic.

YNP is an isolated area with limited resources. A Licensed Professional Clinical Counselor provides prevention services to a population of individuals that often remain untreated. This counselor provided an array of services to employees and residents of YNP that might not otherwise attend services.

This program has produced outcomes that indicate a reduction of risk factors and an increase in protective factors. These skills include, but are not limited to, emotional intelligence components, stress reduction, connection, identification of needs and values, increased awareness, and new language to check in with themselves and others for mental illness.

Challenges/Successes/Lessons Learned: The prevention program utilized strong community and professional connections to target specific departmental needs with NPS. Programs for Law enforcement officers were offered as well as stress management and Emotional Wellness check-ins for those workers on the front line (primarily entrance stations and campgrounds). These individuals with high-stress levels are front-line workers, first responders, medical clinic staff, and those at risk for unemployment. Programs were also offered and completed for the general residents, teaching evidence-based skills such as mindfulness, stress management, conflict resolution, communication strategies for good health, and relationship skills. These programs have reached all levels of status in the park, from front-line workers to executive leadership. Many NPS departments utilized this programmer's skill set to offer customized programs for the specific needs of their staff. Programs vary in group size from 2-28. And with the use of technology, outlying districts ordinarily cannot attend in-person wellness programs.

General public programs were the least attended despite being valued by their attendees. Pre-planned requested programs were well attended and successful among NPS employees. Yosemite Hospitality employees remain an underserved population primarily due to a lack of support from leadership for employee health and wellness, especially during COVID-19.

Moving forward, the Counselor will focus on offering many prevention programs during the peak season for employees. Connecting people to reduce isolation in the winter remains a growth point.

Mental Health First Aid

Program: Mental Health First Aid

Component: Outreach for Increasing Recognition of Early Signs

Program Description: In 2014 MCBHRS added the evidence based Mental Health First Aid (MHFA) strategy after stakeholders identified this a need within the community, and it remains an active program today.

This program engaged and trained first responders to recognize and respond effectively for early signs of mental illness. The objective of this training was to bring awareness to the prevalence and negative impact mental illness can have on an individual, family, and friends. The goal of this program was to share information and resources so that the participant leaves the training with an understanding of how to connect someone to mental health resources.

Each training informed responders on how to access, and link individuals to treatment. Trained responders may interface with the underserved and unserved populations within the community. MHFA has been identified as being a helpful educational tool that responders can use to notice the early signs of mental illness in the community, empower respondents to feel confident in being able to help someone experiencing a mental health problem, and reduce stigma surrounding mental illness in the community and nearby surrounding areas.

Trainings were scheduled in various locations across the county to encourage more participation at locations that were convenient for responders. This program was designed and implemented to reduce stigma and discrimination attached to seeking or receiving mental health services by talking freely about mental wellness.

Method of Collection: Post surveys and sign in sheet.

Data Collection Period: Reported at the end of each Mental Health First Aid Training.

Types of Potential Responders: Health and Human Services Staff, Community Based Partners, School Staff, Behavioral Health Board Members, Hospital Staff, Sheriff's Department Staff.

Expected Outcomes: Our expected outcome for this program is to provide outreach to increase recognition of early signs of mental illness and promote timely access to services.

Individuals Served: 40

Outcomes: As a result of the training, 100% of participants felt more confident that they could recognize the signs that someone may be dealing with a mental health problem, and 100% of participants agree that they can assist someone who may be dealing with a mental health crisis to seek professional help.

Results and Analysis: In the 21/22 fiscal year, MCBHRS rolled out the virtual MHFA training to reach all rural areas in the county and to ensure this needed program is implemented despite the COVID-19 pandemic. Distance and transportation have been significant barriers for the community in the past, leading to limited participation from community partners outside Mariposa's township. MCBHRS embraced the challenges of using technology during the pandemic to expand its reach across the county.

Mariposa Minds Matter

Program: Mariposa Minds Matter

Component: Stigma and Discrimination Reduction

Program Description: The Mariposa Minds Matter (MMM) is an integral part of the Behavioral Health Board (BHB). MMM is a committee that is made up of members of the BHB, consumers, community-based partners, and staff. MMM is a project-based task force, participating in several events throughout the county ranging from the annual county fair to the local farmer's market.

This program targets and reduces stigma and discrimination by increasing awareness through education on mental illness myths and facts. The objectives included engaging children and families in conversations about mental illness and mental wellness and providing resources and materials to the community to experience self-care. The programs and services provided were also intended to encourage self-acceptance for those who may be struggling.

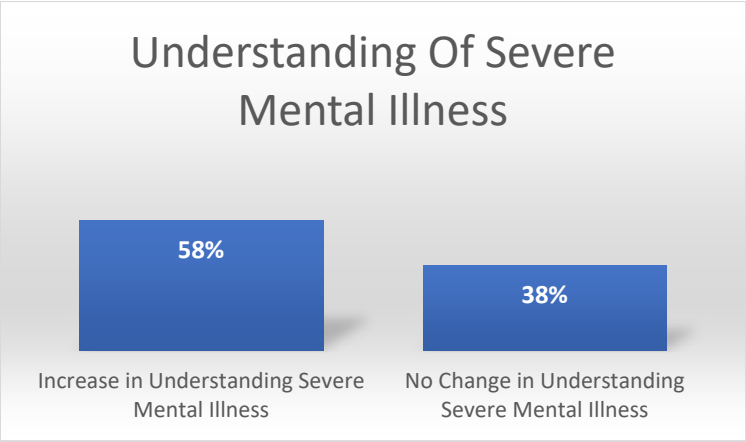
Method of Collection: Pre and post-surveys were given to participants at each event.

Data Collection Period: Data is reported after each event.

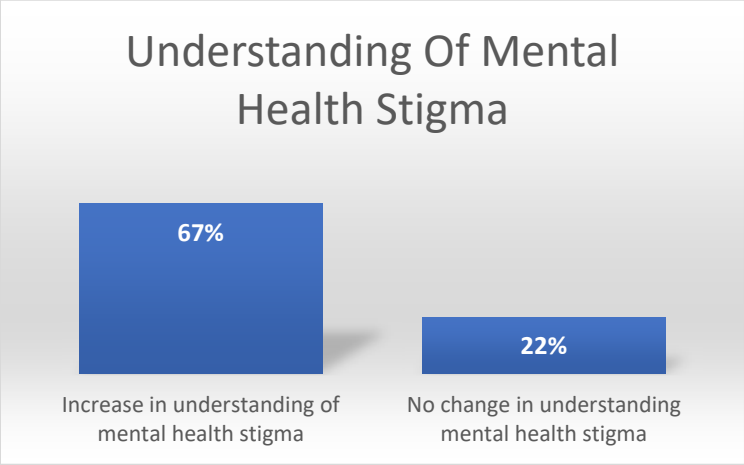
Expected Outcomes: The outcomes for activities in the MMM include a reduction of negative feelings, attitudes, beliefs, perceptions, stereotypes, and discrimination related to being diagnosed with mental illness. The program is also expected to increase acceptance, dignity, and inclusion for individuals with mental illness and their families. It is also expected to encourage self-acceptance for members of the community.

Individuals Served: 110

Outcomes: On average, 58% of participants indicated an increased understanding of severe mental illness, and 38% indicated no change in understanding of severe mental illness.



On average, 67% of participants indicated an increased understanding of mental health stigma, and 22% indicated no change in understanding of mental health stigma.



Results and Analysis: The MMM has struggled to maintain membership coupled with COVID-19 pandemic shutting down some major events this committee attended. At the same time, the committee reached many community members to educate them on the stigma and discrimination related to having a mental illness and/or receiving services for a mental illness.

Central Valley Suicide Prevention Hotline

Program: Central Valley Suicide Prevention Hotline

Component: Suicide Prevention

Program Description: MCBHRS began working with the Central Valley Crisis Suicide Prevention Hotline in 2015.

The Central Valley Crisis and Suicide Prevention Hotline, CVSPH, took its first call on January 17, 2013. The Hotline operated on a limited basis, five days a week for twelve hours a day. In July 2013, CVSPH expanded the operation to 24 hours per day, seven days per week, and 365 days per year. In January 2014, CVSPH received National Accreditations, recognized as the best practices call center by the American Association of Suicidology. The Hotline is also a member of the National Suicide Prevention Lifeline, which provides interpreters for 150 different languages.

CVSPH serves California's Central Valley, a culturally diverse group of seven counties: Fresno, Tulare, Kings, Madera, Mariposa, Merced, and Stanislaus. The hotline is operated by staff utilizing volunteers to minimize costs and maximize efficiency.

The Hotline assists individuals who are looking for resources and education regarding a loved one or friend, provide support for those in crisis and keeps people safe who have suicidal ideation or that are in the process of harming themselves.

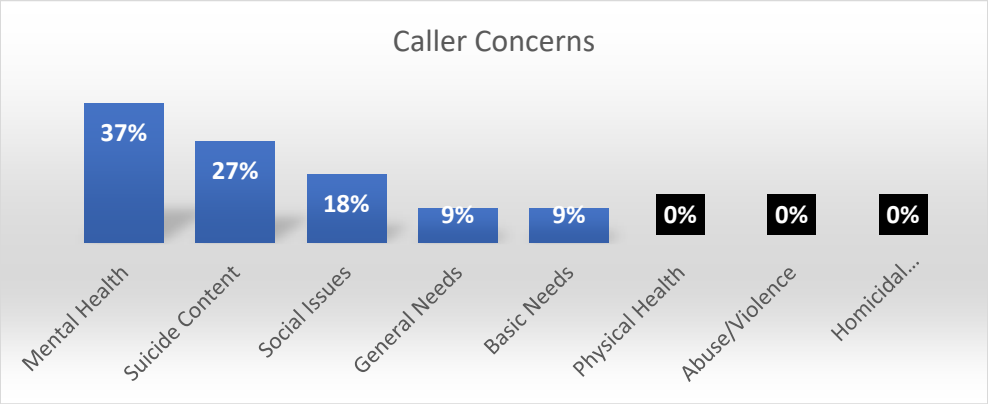
Method of Collection: The hotline will track the number of those that call the hotline and evaluate how many crisis calls were received. The hotline will also collect the reason for the call, demographic information, the cost associated with each call, and the cost savings of each call.

Data Collection Period: An annual report was submitted for the fiscal year.

Expected Outcomes: The expected outcome of this evidence-based practice is to reduce suicide through the accessibility of a local hotline providing timely access to services and access to linkage to treatment.

Individuals Served: 88

Outcomes: Central Valley Suicide Prevention Hotline responded to 88 calls. Of those 88 calls received, 37% were concerned about mental health, 27% were suicide content, 18% were about social issues, 9% were about general needs, 9% were basic needs, and 0% were about physical health, abuse/violence, and homicidal content.



Results and Analysis: Central Valley Suicide Prevention Hotline provides a valuable resource to those in need.

School Suicide Prevention Program

Program: The Hope Project

Component: Suicide Prevention

Program Description: School-aged youth was identified as one of the most underserved populations in Mariposa County. Suicide prevention was identified as one of the most needed programs through the three-year planning process.

MCBHRS funded a school-based suicide prevention program that targets school-aged youth. This program is intended to provide crisis prevention if and when necessary. This program primarily consists of educational groups on suicide prevention: however: a more targeted intervention may be utilized case by case.

Evidence-based suicide risk reduction strategies were utilized to educate on lethal means reductions, brief problem-solving and coping skills, increasing social supports and identifying emergency contacts to use during a suicide crisis, identifying warning signs, people and places for distraction, people and professionals to contact for help, and steps for means of safety.

Method of Collection: A Pre and Post questionnaires were given to every participant at each session.

Data Collection Period: A report is submitted annually.

Expected Outcome: Overall, this program expects to change attitudes and/or knowledge regarding suicide related to mental illness.

Individuals Served: 43

Outcomes: This program continues to assist individuals looking for resources and education regarding suicide. In fiscal year 21/22, the suicide prevention programs implemented a curriculum that focused on building inner strength in youth and is evidence-based, like the plan set out before the pandemic.

Results and Analysis: The program implemented a suicide prevention program with an evidence-based curriculum that provides youth with education on the signs and symptoms of suicide. The program provided services to four outlying and isolated schools within Mariposa County (Foothill Chapter School, Lake Don Pedro Elementary, Yosemite National Park Elementary, and El Portal).

Challenges/Successes/Lessons Learned: Some of the challenges getting started were COVID-19 and schools shutting down for a period of time.

Aggregated Demographic Information for all PEI Components

Table 1. Age Group	# Served
Child (0-15)	414
Transitional Aged Youth (16-25)	643
Adult (26-59)	266
Adult (60+)	18
Unknown	60
Decline	43

Table 2. Gender at Birth	# Served
Male	641
Female	591
Decline	111
Unknown	59

Table 3. Current Gender	# Served
Male	324
Female	374
Transgender	*Suppressed*
Queer	*Suppressed*
Questioning/Unsure	*Suppressed*
Other	*Suppressed*
Decline	173
Unknown	61

Table 4. Sexual Orientation	# Served
Gay or Lesbian	*Suppressed*
Heterosexual/Straight	334
Bisexual	27
Questioning/Unsure	*Suppressed*
Queer	*Suppressed*
Other	*Suppressed*
Decline	238
Unknown	79

Table 5. Veteran Status	# Served
Yes	*Suppressed*
No	642
Decline	78
Unknown	86

Table 6. Language	# Served
English	702
Spanish	*Suppressed*
Unknown	*Suppressed*
Other	*Suppressed*
Decline	133

Table 7. Race	# Served
American Indian or Alaska Native	69
Asian	10
Black or African American	30
Native Hawaiian or Other Pacific Islander	*Suppressed*
White	823
Other	93
More than one race	136
Unknown	71
Decline	142

Table 8. Ethnicity	# Served
Caribbean	*Suppressed*
Central American	*Suppressed*
Mexican/Mexican American/Chicano	*Suppressed*
Puerto Rican	*Suppressed*
South American	*Suppressed*
African	*Suppressed*
Asian Indian/South Asian	*Suppressed*
Cambodian	*Suppressed*
Chinese	*Suppressed*
Eastern European	200
European	30
Filipino	*Suppressed*
Japanese	*Suppressed*
Korean	*Suppressed*
Middle Eastern	*Suppressed*
Vietnamese	*Suppressed*
Other	105
Decline	350
More than one ethnicity	*Suppressed*
Unknown	84

Table 9. Disability	# Served
Difficulty Seeing	82
Difficulty Hearing	27
Other	27
Mental Illness	545
Physical/Mobility Issues	*Suppressed*
Chronic Health Conditions	74
None	*Suppressed*
Unknown	*Suppressed*
Decline	234

- Due to privacy, any value <12 has been suppressed.
- It should be noted that the PEI demographics data excludes data for the School Suicide Prevention program except for the categories of age 0-15 and language. Due to these data entry errors the other categories in the demographics were not reported.

Mariposa County Health and Human Services and Multi-County PADs Annual Report

FY 21-22 through 22-23

Multi-County PADs Innovation Project

Annual Report

Fiscal Years 2021-22 through 2022-23

Created by Kiran Sahota,
President Concepts Forward Consulting Lead Project Manager

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

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

Californians with a mental health condition continue to face high rates of recidivism within inpatient non-voluntary hospitalization, homelessness, and incarceration. These problems persist despite the state’s efforts to avoid or reduce 5150 involuntary hospitalizations and incarceration. Unfortunately, these and other efforts have not led to meaningful reductions in hospitalization and incarceration, or improved treatment outcomes.

In a psychiatric emergency, when an individual experiences delusions or a psychotic episode, it may be impossible to engage in even the most basic conversations about patient care, symptoms, diagnosis, and treatment preferences. A PAD would help prevent the guesswork for a first responder or treating physician by providing a "blueprint" of the individual’s exact needs, medication support, and even the ability to contact their chosen “Agent,” who is their advocate (Consulting, 2021).

Most recently, California Assembly and Senate Bills have been marketed to include mental health language in items such as Care Courts Senate Bill 1338 or Advance Directives as in Assembly Bill 2288. Assembly Bill 2288 now includes the following statement, “This bill would clarify that health care decisions under those provisions include mental health conditions. The bill would revise the statutory advance health care directive form to clarify that a person may include instructions relating to mental health conditions” (Choi, 2022). It has been mentioned numerous times that an Advance Directive, even with this inclusion, puts medical care as the primary and mental health as the secondary. This does not

increase the ability of a 19-year-old who experiences their first schizophrenic episode to identify who is their chosen agent/advocate and how first responders can identify what medication they may be prescribed or how to de-escalate a mental health crisis. Adding language to an Advance Directive does not allow for in-the-moment solutions or resources in a crisis.

This project seeks to address what is lacking in California and current legislation while meeting several unmet needs throughout the state. This project will engage the expertise of ethnically and culturally diverse communities, threshold populations, Peers (identified in this document as those with lived mental health conditions), family advocacy groups, and disability rights groups. The project outline includes but is not limited to the following:

1. Provide standardized information regarding PADs for Peers and additional stakeholders.
2. Standardize a statewide PADs digital template.
3. Allow a PAD to be recognized as a legal document.
4. Standardize a PADs training "toolkit" to be easily replicated from county to county.
5. Utilize a technology platform to easily access PAD's information, training, and materials.
6. Utilize Peers to create PADs based on lived experience and understanding, which can lead to open dialog and trust.
7. Create a training curriculum to identify PADs understanding, digital literacy, and facilitation to create a PAD with a trained partner.
8. Create a technology platform to warehouse PADs for ease of access to an individual PAD in a crisis, providing mobility of PADs throughout the state.
9. Create legislation to enforce the use and acceptance of standardized PADs in California.
10. Create an outcome-driven continuous evaluation process, evaluating the ease of use of training, technology, and the PAD template.

The multi-County PADs Innovation Project went before the Mental Health Oversight and Accountability Commission (MHSOAC) on June 24, 2021. Counties sought to use Mental Health Services Act (MHSA) Innovations to fund this multi-County, multi-year project. After a presentation by Consultant and Lead Project Manager Concepts Forward Consulting (CFC), along with the original counties of Fresno, Mariposa, Monterey, Orange, and Shasta, the MHSOAC unanimously approved the project to proceed.

The first objective was to contract with a fiscal intermediary. In past Innovation projects, CalMHSA, a statewide Joint Powers Authority (JPA), was utilized as a fiscal intermediary. With this came a Memorandum of Understanding (MOU) as a pass-through for the funding to contractors. Other

MHSA projects that used a primary consultant are often funded through this JPA. A few counties opted not to utilize the JPA services for funding oversight on this project. In turn, the JPA opted not to participate as the project fiscal intermediary on the statewide portion; they contracted with Fresno County to assist in Fresno's additional direct fiscal contracting for PADs.

While in conversations with Syracuse University's (SU) Burton Blatt Institute (BBI) Chairman, Professor Peter Blanck, Dr. Blanck offered BBI's oversight SU as the fiscal intermediary for the project. BBI had been an integral part of the PADs project since the beginning in 2019, selected to participate by Elyn Saks, Associate Dean and Professor of Law at USC. The MHSOAC had previously contracted with USC to begin work on the PADs initiative. The MHSOAC identified a new direction to illicit additional county participation and concluded its contract with USC. Syracuse University was introduced to the five participating counties as a fiscal intermediary choice for review and discussion. The counties met with SU to hear what it meant to be the fiscal intermediary. The five counties decided a single Master Agreement representing consistent language and expectation for all counties, with the ability for each county to personalize where needed, would be the best outcome.

The five counties spent from July 1, 2021-April 30, 2022 working through the necessary steps to create a standard Master Agreement. During July 2021, CFC gathered operation agreements, master contracts, and MOU language from the five participating counties to provide SU with a starting point to create the master document. This process went through three drafts between July and October. In a county-to-county conversation, one county announced, "this process has been an innovation project on its own." By creating a cohesive document, additional multi-County collaborative projects become easier to contract and begin in a timely manner.

Each county had the ability to customize the language with minor adjustments to suit their specific needs to obtain external county staff and BOS approval. Concepts Forward Consulting coordinated and mediated each change, answered questions, and explained the counties' and university's perspectives to each other. Questions were answered as a collective or handled on a case-by-case request.

Additionally, the Master Agreement includes a scope of work and a budget narrative. Concepts Forward Consulting worked with SU to create deliverables and a payment schedule that worked for each county. Payment is flexible, whether an annual charge, per invoice, or lump sum. When Fresno, for example, needed to adjust its budget to a three-year verse four-year payment, SU, and Fresno agreed-upon a budget structure.

To achieve approval by a county, BOS takes specific actions. It is noted that numerous action items happen within a county prior to BOS approval, and these steps can take upwards of nine months to one year to accomplish. This is an important factor to consider when creating a multi-County relationship. Action steps that took place during FY 2021-22 were identified as the following:

1. The County contracts department will review the document for approved language and additional documentation needed, such as sole source. Upon their satisfaction with the contract language, they send the document to County Council.
2. County Council reviews and approves all language within any document prior to submission to the BOS. In this situation, this includes the Master Agreement, Scope of Work, and Budget Narrative. Items they seek to review include indemnification, insurance, timeline, terms of the agreement, performance standards, termination clause, and other requirements as needed.
3. Once County Council has approved the document language, there is approval to upload the document into the county routing system.
4. The document is routed to the County Auditor, who must approve the expenditure of funding. Upon approval, the Auditor's Office will sign the document.
5. Some counties will include signatures of Department Heads, such as the Director of Behavioral Health or Health Care Agency/Health and Human Services Agency and even the County CEO.
6. The BOS will receive a completed packet of information, including a description from MHSA staff regarding the project's need, approved document language, budget expenditures, and all required signatures.
7. The BOS will approve the document in a public meeting and, if contested, will listen to community comments. The BOS can also approve on consent.
8. The upload and routing process alone can take ten weeks in a county. This does not account for review time before the routing process.

During FY 2021-22, numerous challenges and lessons were learned, all culminating in an outstanding final accomplishment. The first challenge was when a few counties expressed the desire to have transparency with the oversight of their funding from a fiscal intermediary. The second was when the current JPA opted not to participate in the project. These challenges brought about the accomplishment of identifying a new and independent fiscal intermediary.

It has been said, “it should be easy to find a fiscal intermediary; any county could opt to be it for a project.” Well, in theory, perhaps, but that poses its own challenges. This project includes two large counties, a medium county, a small, and a super small county, and none with the bandwidth or fiscal capability to oversee a project of this scope, which is currently not the standard nor expectation on any statewide Innovations project.

The next challenge came with county-specific protocols, contract language, and procedures. Each county addressed these challenges by providing their prospective contracting department's documentation to SU for integration into one culminating document. In addition, all drafts from SU were approved by the county’s contracting departments and external county staff. This posed additional challenges, as external county staff is often unfamiliar with the MHSA, and especially the Innovations component. County staff may not understand the nuances of sub-contractors, funding language, timelines, and specific MHSA regulations, such as reversion. This posed an unexpected challenge at times within the counties as they gently maneuvered the politics and expectations of external county staff.

There were challenges in the timely approval of each draft agreement. Counties had the opportunity to read and edit all drafts of the Master Agreement; however, external county staff does not work on the same timeline. Some counties could report edits quickly, and others waited on external county staff to provide the needed modifications. Syracuse University was extremely accommodating with counties, answering each question as it arises but adding county-specific flexibility in language as required.

The biggest lesson learned in this part of the process was that of time. Even if it were the most straightforward contract, a county would need no less than ten weeks to calendar the BOS packet. Preparation for that packet could take no less than a month. The counties were already looking at two- and one-half-month to three months for BOS contract approval. Unexpected as it has been, the nine months this project took to create a brand-new county collaborative document and receive BOS approval is the norm.

Additional challenges encountered by the fiscal intermediary were counties not realizing timelines or funding they initially agreed to and needing to move budget items or the allocation period. These items include creating new draft or budget documents. Some county edits have been minor, and SU always explained why a change was being accepted or denied. Counties have all been agreeable to all information exchanged. Lessons learned in this process are numerous; below are a few examples:

- After MHSOAC approval, there is a significant lag between approval and implementation of an MHSA Innovations project. Counties are looking at a minimum of three months and upwards of nine months to complete the contracting process.
- Positions needing to be filled as part of the project cannot occur until the BOS approves the fiscal spending and contract language. The county hiring process can then take an additional nine months.
- Creating a true multi-County collaborative, where contract language is equal for each county, with county voice and county standards, was more encompassing than expected. This includes the unexpected wait times for document editing and the incorporation of edits by five individual counties.
- Counties rely on the project manager's expertise; direct county and MHSA experience is essential.
- It is imperative to keep a project moving forward by having bi-monthly meetings with counties. Plus, additional meetings with the fiscal intermediary and subcontractors as needed.
- Additional training is needed for external county staff and BOS to fully understand the unique nuances of MHSA and, more importantly, the ideas of multi-County collaboration and statewide initiatives.
- Counties being approached as separate entities on this collaborative project with the "threat" of state intervention to force "grant" and Request for Proposal (RFP) opportunities. This shows the lack of understanding by the public regarding the collaborative nature of the Innovation projects and decisions made collectively.

Throughout the initial creation of the project and while awaiting a BOS-approved fiscal contract, the counties and CFC met bi-monthly to continue moving the contracting process forward. This became an arena for discussion, suggestions, and decisions on moving the project forward. When one county requests specific information, such as "sole source" documentation, it usually will be a topic in another county. When one county receives requested information, the information is passed to all participating counties. The county-to-county allows counties to inquire how other counties handle specific contracting language nuances or differing opinions of eternal county staff. Additional workflow throughout the fiscal year 2021-2022 (FY 2021-22).

Unfortunately, due to the lack of accessible funding, it was not feasible to ask sub-contractors to expend unpaid time creating a scope of work and budget narrative when the counties could not precisely determine BOS approval. Counties each expressed the desire to move the contract along.

However, counties have described the many required steps in the approval process, which hinders a timely start date for the project.

In anticipation of contract approval during FY 2021-22, CFC moved to re-introduce RAND, the process Evaluator, and The Hallmark Compass, the PADs assigned subject matter expert (SME), to the counties. The initial introduction was to identify each county's priority population to begin pilot outreach and dialogue. RAND and BBI, both evaluators on the project, met with counties. Orange County will be utilizing BBI as expert evaluators for Orange County's participation in the Technical Platform build and roll-out. Working together, BBI and RAND will create a seamless evaluation plan, with BBI building off the process evaluation RAND will be conducting.

Though the challenges and lessons learned have been numerous, the accomplishments are monumental. The most important is a standardized Master Agreement and scope of work that any county can ultimately pick up and use. This document will offer outside organizations or agencies the ability to contract with a county on a specific project. With five counties approving the document, this document could go to all additional county Mental Health Plans for contracting approval, creating a statewide form. The document is essential as Innovation collaboratives increase and grow. With a document signature ready for a BOS packet, it could cut contracting time to no more than 60 days, which after MHSOAC approval, is ideal (Appendix A, Master Agreement).

An additional accomplishment is a collaboration by the counties. With open communication, willingness to work together, large counties assisting smaller counties, and the desire to meet bi-monthly, speak to the respect for each other. The counties remain individual, and nuances or timeline delays did not affect the camaraderie within the meetings. There is a mutual understanding of the complexities of working with multiple counties.

Finally, a significant accomplishment during this step is utilizing the skills of a lead project manager that understands MHSA and component regulations, vendor contracts, and country-specific nuances. The counties were open to discussing needed changes and working seamlessly with the project manager and SU. Though the process was time-consuming and lengthy, the counties each stepped up to do their part to keep the momentum within their counties and participate in additional activities. One such activity was NAMI California's Annual Conference in October 2021. Each county provided a representative. After the presentation, one county stated, "that was refreshing and energizing to go back to the beginning and remember why we are doing all of this. I cannot wait to get to that finish line. Go, team!"

The Standard Agreement, being finalized in April 2022, paved the way for the

additional Contra Costa and Tri-City counties to seamlessly onboard on July 1, 2022, without a lengthy delay in BOS approval. At this point, now into the fiscal year 2022-2023 (FY 2022-23), the identified subcontractors could contract with SU to begin working on and invoicing the project. The subcontractors beginning in March included CFC, and The Hallmark Compass. July 2022 brought on the additional subcontractors RAND, Idea Engineering, BBI, and Chorus Innovations. All subcontractors began to work with counties to identify a timeline, project roll-out, and meet with key stakeholders. A full convening of all participants took place on August 16, 2022, with host county Fresno. This was an opportunity for all involved to meet each other and identify project questions and timeline expectations(Appendix B-C).

In September 2022, it became apparent that The Hallmark Compass was not the right fit for the parameters of the Innovation project, and the subcontractor chose to resign from the project. On September 1, 2022, an RFP was posted to identify a contract for a Peer SME to provide the statewide "Peer voice." Painted Brain and their subcontractor CAMHPRO were awarded the contract on October 14, 2022. September also saw the launch of a new project website www.PADSca.org to update and provide ongoing information on the project (Appendix D, Website and Analytics).

With all subcontractors and counties now aligned in the necessary direction, the work began in earnest. Counties continued to meet monthly, with the added bi-monthly workgroup for all participants, a monthly subcontractor meeting, and several meetings that include the collaboration between subcontractors, meeting with stakeholders, and one-on-one calls with the counties. To quickly identify projects and accomplish goals, small workgroups were created to work on items such as informational flyers, marketing, website impact, and template categories. Due to the collaboration, the group quickly designed and modified flyers for immediate use (Appendix E, Flyers).

Moving into the third and fourth quarters of FY 2022-23, the expectation is to meet with each county's priority population group, Peers, first responders, hospital staff, and family members to identify what the PAD's template will include. Since many versions of the template nationwide exist, this project is not about starting over but enhancing and fine-tuning what already exists. One item of note is that currently, a PAD is not widely used due to the length of the paper format. Due to the innovative nature of the project, paper is no longer in the equation. Of course, a person can still print out a PDF version of their completed PAD or even print and hand fill, but participating counties now have an opportunity to change the

conversation to PAD "components." The idea is to fill out as much or as little as an individual would opt to complete. One aspect of the project, however, is to identify what would be the most important questions or components to include in the event of a crisis (Appendix F, Components).

Along with the template identification, the conclusion of FY 2022-23 will facilitate Chorus Innovations ability to engage stakeholders in practical conversations around technology build. What would a first responder need to access a PAD? How would a Peer enter the information or provide consent? In addition to these working aspects, BBI and RAND will begin their evaluation process of stakeholder engagement and the technical build. Painted Brain and CAMHPRO will engage Peers, and Idea Engineering will work towards completing the needed training videos. Each subcontractor has provided a write-up on their accomplishments to date and projected activities through FY 2022-23 (Appendix G-L).

As with any complex multi-County project, the fluid idea is that by the conclusion of FY 2022-23, the project will have completed PADs template components, PADs logo or marketing identification, evaluation focus groups held for both process and technology build, engagement of a variety of stakeholders, including but not limited to, Peers, family members, first responders, and hospital staff. It is the planning that Painted Brain will identify a training curriculum to include PADs understanding, digital literacy, and PADs facilitation. Chorus Incorporated will have accomplished the initial build and begin beta testing on the newly developed technological PADs platform. As the project evolves and due to the human and technological elements, we leave space for growth, change, and innovations.

Moving into the fiscal year 2023-2024, the project will train identified PADs teams, or priority population Peers and professionals, in the facilitation of a PAD, continue beta testing and fine-tuning the technology platform, Fresno will sunset June 2024, and new opportunities for additional counties to identify priority populations, be trained in the technology platform and continue testing the project will become an option. In addition, FY 2023-24 will begin a collaborative effort to address the legislation needs to move PADs forward in California, both in use and, most importantly, in consent and autonomy of the individualized PAD.

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Choi. (2022, 6 20). *Assembly Bill No. 2288*. Retrieved from Leginfo.legislature.ca.gov

Consulting, C. F. (2021). *PADs Innovation Project v9 Final ks.* MHSOAC.ca.gov.

**See PADs Attachments in Appendixes*

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Appendix A: Stakeholder Survey (Page 1 of 8)

Mariposa County
Health & Human Services Agency

Mental Health Services Act Stakeholder Survey 23-26

What is the Mental Health Services Act (MHSA)

Proposition 63 was passed in November 2004; this act imposes a 1% tax on personal income in excess of $1 million. MHSA's goal is to reduce the long-term impact on individuals and families resulting from untreated mental illness. MHSA provides funding to support county mental health programs for families, children, and transitional aged youth, adults, and older adults. This survey is for you to provide us with feedback regarding the mental health services available in Mariposa County.

Mariposa County Behavioral Health and Recovery Services (MCBHRS) is asking for feedback on the current programs and services for mental health services. Please take a couple of minutes to provide us with your comments. This survey is voluntary, and responses will be anonymous. Responses from this survey will inform the three- year Mental Health Services Act (MHSA) Plan.

1. Which of the following do you feel has the greatest needs or gaps in mental health services? (Rank the categories in order of importance - 1 being least important, and 4 being the most important.)

- ☐ Children (0-15 years)
- ☐ Youth (16-25 years)
- ☐ Adults (26-59 years)
- ☐ Older Adults (60+)

2. Which of the following has the greatest needs or gaps in mental health services?

- ☐ Parents
- ☐ Foster Youth
- ☐ Homeless
- ☐ Veterans
- ☐ LGBTQIA+
- ☐ Criminal Justice Involved
- ☐ Other (please specify) _____

Appendix A: Stakeholder Survey (Page 2 of 8)

3. Which communities have the greatest need for mental health services?

- ☐ Mariposa
- ☐ Cathey's Valley
- ☐ Coulterville
- ☐ Greeley Hill
- ☐ Don Pedro
- ☐ Yosemite
- ☐ El Portal
- ☐ Wawona
- ☐ Fish Camp
- ☐ Other (please specify) _____

4. How much do you agree with the following statements about the overall mental health system in Mariposa County?

	Strongly Disagree	Disagree	Don't Know	Agree	Strongly Agree
Mariposa County has mental health services that meet the needs of the community.	○	○	○	○	○
Mental health services in Mariposa County are easy for people to access.	○	○	○	○	○
The mental health services provided have been helpful to the community.	○	○	○	○	○
I am satisfied with the current mental health programs and services available.	○	○	○	○	○
Mariposa County can do more to support those in need of mental health services.	○	○	○	○	○

Appendix A: Stakeholder Survey (Page 3 of 8)

Help us evaluate our current mental health services and identify what programs have been the most helpful and effective.

5. Rank the following (1 being the least effective and 6 being the most effective)

	1	2	3	4	5	6
Adult System of Care - Intensive mental health services and supports for the adults and older adults in the community with serious mental illness.	○	○	○	○	○	○
Children's System of Care - Intensive mental health services and supports for the children and families in the community with serious emotional disturbances.	○	○	○	○	○	○
Mental Health First Aid – Training provided to community to increase recognition of early signs of mental illness.	○	○	○	○	○	○

Appendix A: Stakeholder Survey (Page 4 of 8)

Peer Support – An individual that runs the Wellness Center who has lived experience with mental health illness.	○	○	○	○	○	○
Wellness Center - Peer ran activities that help build meaningful relationships.	○	○	○	○	○	○
Suicide Prevention Hotline – Operates 24/7, 365 days per year.	○	○	○	○	○	○
School Based Early Mental Health Intervention Program – Designed to reduce the negative effects of mental illness.	○	○	○	○	○	○
Yosemite National Park Prevention – A counselor that provides mental health prevention programs in Yosemite National Park.	○	○	○	○	○	○

Appendix A: Stakeholder Survey (Page 5 of 8)

Mariposa Minds Matter Task Force – A committee that targets stigma reduction and discrimination related to mental health	○	○	○	○	○	○
Hope project – A school-based suicide prevention program that is designed to reach isolated schools in our outlying communities. (Yosemite, El Portal, Don Pedro, Greeley, Cathey's Valley and Wawona)	○	○	○	○	○	○

6. Mark the reason that best describes what needs improvement from your answers above.

- ☐ Communication about available mental health services
- ☐ Access to mental health information and services
- ☐ Technical access to mental health information and services
- ☐ Location of services or activities provided
- ☐ More culturally aware treatment
- ☐ More appropriate levels of care
- ☐ Other (please specify) _____

7. Rank the following mental health categories in order of the most important to the least important (1 being the least important and 5 being the most important).

- ☐ Suicide Prevention
- ☐ Reducing stigma and discrimination related to mental health
- ☐ Outreach for recognition of early signs of mental health illness
- ☐ Prevention Services
- ☐ Early Intervention Services

Appendix A: Stakeholder Survey (Page 6 of 8)

8. Please provide any additional comments on needs or gaps in mental health services in our community.

Please tell us about yourself

9. Which of the following describes you?

- ☐ Consumer
- ☐ Consumer Family Member
- ☐ Educator/Teacher
- ☐ Advocate
- ☐ Medical Provider
- ☐ Law enforcement
- ☐ Student
- ☐ Veteran
- ☐ Homeless
- ☐ Community Based Organization
- ☐ Faith Based Organization
- ☐ Decline to answer
- ☐ Other (please specify) _____

10. What is your zip code? _____

11. Do you live or work in Mariposa County (please circle one)? YES NO

12. What is your age?

- ☐ 0-15 years old
- ☐ 16-25 years old
- ☐ 26-59 years old
- ☐ 60+ years old
- ☐ Decline

Appendix A: Stakeholder Survey (Page 7 of 8)

13. What is your primary language?

- ☐ English
- ☐ Spanish
- ☐ Decline
- ☐ Other (please specify) _____

14. What was your gender assigned at birth?

- ☐ Male
- ☐ Female
- ☐ Decline

15. What is your current gender identity?

- ☐ Male
- ☐ Female
- ☐ Transgender
- ☐ Queer
- ☐ Questioning or Unsure
- ☐ Other Gender Identity
- ☐ Decline

16. What is your sexual orientation?

- ☐ Gay or lesbian
- ☐ Heterosexual or straight
- ☐ Bisexual
- ☐ Questioning or unsure
- ☐ Queer
- ☐ Decline
- ☐ Other (please specify) _____

17. Are you a veteran please circle one)? YES NO DECLINE

18. Do you have any of the following disabilities?

- ☐ Difficulty seeing
- ☐ Difficulty hearing
- ☐ Mental illness
- ☐ Physical / Mobility Issues
- ☐ Chronic health conditions
- ☐ None
- ☐ Decline
- ☐ Other (please specify) _____

Appendix A: Stakeholder Survey (Page 8 of 8)

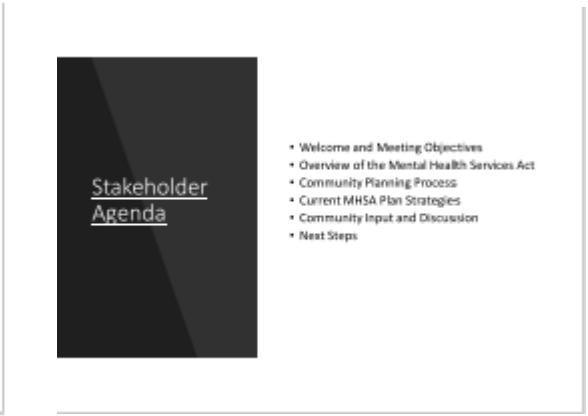
19. What is your race?

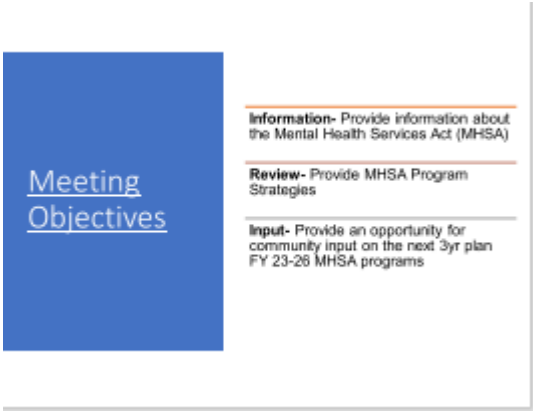
- ☐ American Indian or Alaska Native
- ☐ Asian
- ☐ Black or African American
- ☐ Native Hawaiian or Other Pacific Islander
- ☐ White
- ☐ Multiple Races
- ☐ Decline

20. What is your ethnicity?

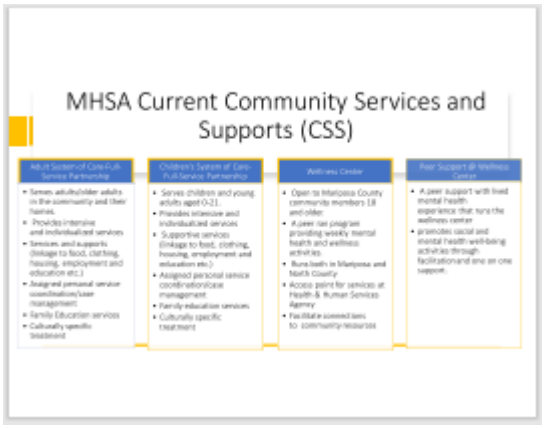
- ☐ Caribbean
- ☐ Central American
- ☐ Mexican/Mexican American – American/Chicano
- ☐ Puerto Rican
- ☐ South American
- ☐ Other Hispanic or Latino
- ☐ African
- ☐ Asian Indian / South Asian
- ☐ Cambodian
- ☐ Chinese
- ☐ Eastern European
- ☐ European
- ☐ Filipino
- ☐ Japense
- ☐ Korean
- ☐ Middle Eastern
- ☐ Vietnamese
- ☐ Other Non-Hispanic or Latino
- ☐ Multiple Ethnicities
- ☐ Decline

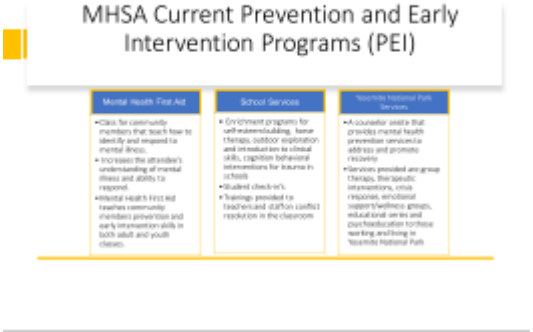
Appendix B: Stakeholder PPT (Page 1 of 2)

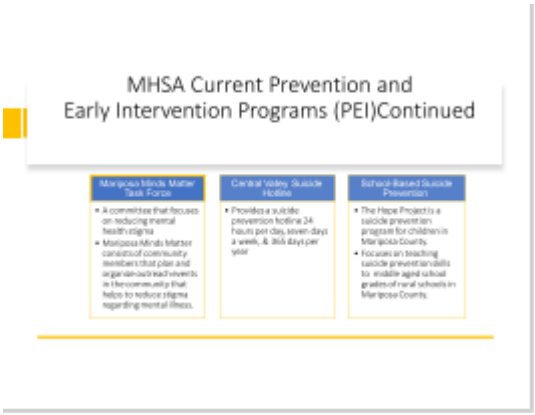


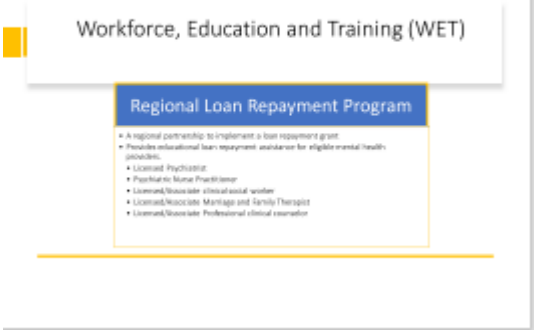


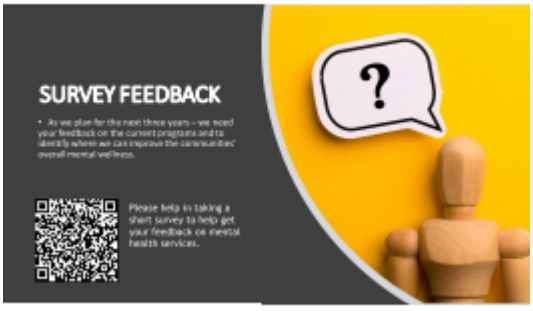
Appendix B: Stakeholder PPT (Page 2 of 2)











Appendix C: Stakeholder Flyer (1 page)

Mariposa County
Health & Human Services Agency
Healthy. Safe. Thriving.

Mental Health Services Act

Mariposa County Behavioral Health & Recovery Services is asking for feedback on current mental health programs and services, *And we want to hear from YOU!*

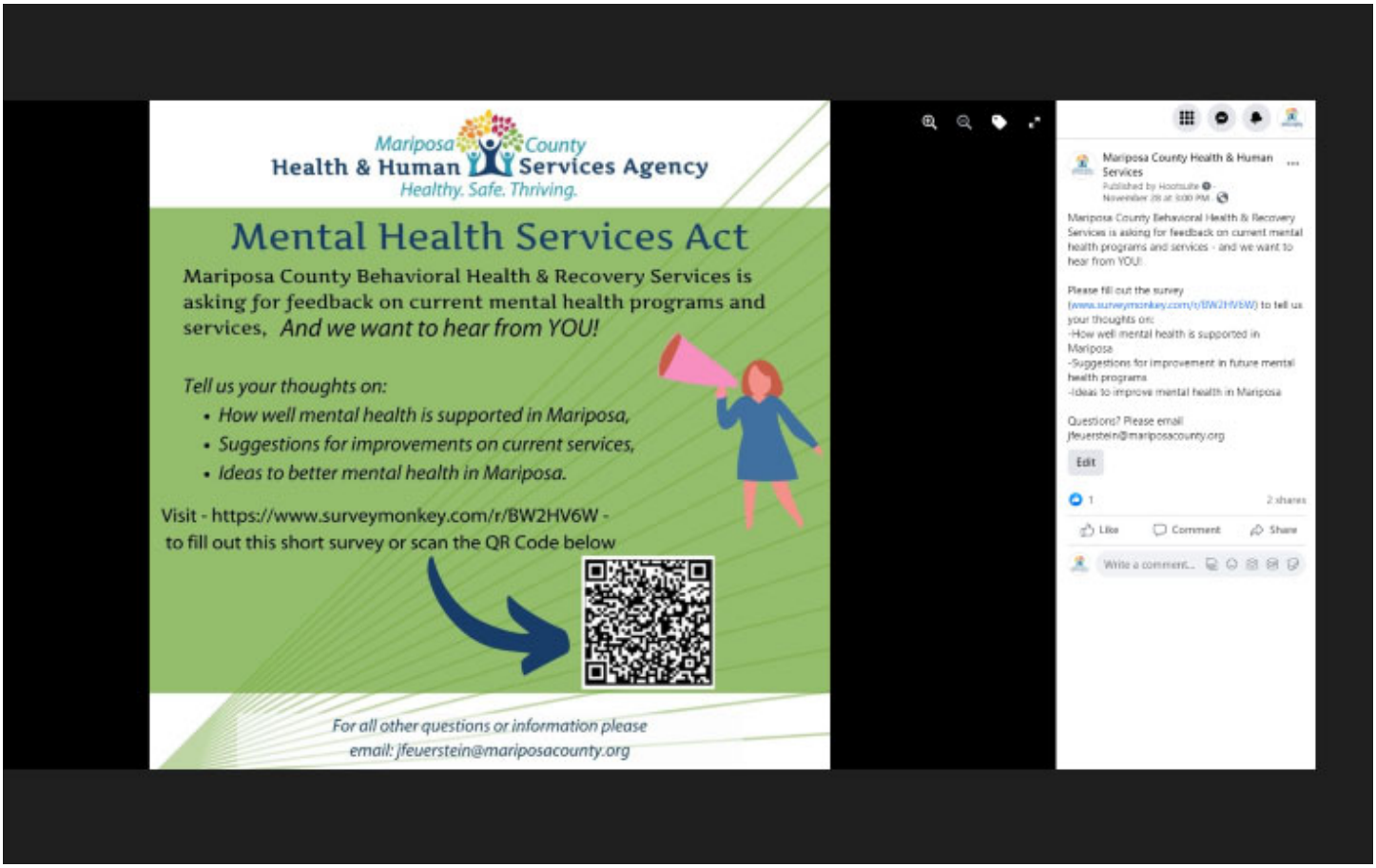
Tell us your thoughts on:

- *How well mental health is supported in Mariposa,*
- *Suggestions for improvement on future mental health programs,*
- *Ideas to better mental health in Mariposa.*

Visit - https://www.surveymonkey.com/r/BW2HV6W - to fill out this short survey or scan the QR Code below

For all other questions or information please email:
jfeuerstein@mariposacounty.org

Appendix D: Stakeholder Facebook Post (1 page)



Appendix E: Stakeholder Poppy/Health and Human Services Agency Post (1 page)

Mental Health Services Act

PT Poppy Press Team
To: HHSAStaff
Mon 11/28/2022 2:47 PM

Mental Health Services Act

Do you have ideas about mental health in Mariposa County? Do you wish programs were different? Please see the attached flyer to take our Mental Health Services Survey.

Click here to view the full post.

Appendix F: MHSA- General Requirements Policy & Procedure (Page 1 of 4)

Mariposa County
Health & Human Services Agency

Policy / Procedure

Document Title:	Mental Health Services Act (MHSA) - General Requirements
Division:	Health Services
Branch / Unit / Program:	Behavioral Health and Recovery Services / Mental Health
Date Due for Review:	01/02/2022
Approval Date: **02/15/2021**	Dr. Eric Sergieko, MD, County Health Officer
Revised Date:	N/A
Supersedes:	N/A

Purpose: To communicate and inform employees about the policies and procedures regarding the Mental Health Services Act programs and services.

References/Regulations:

1. Welfare and Institutions Code § 5600.3, 5890 -5899.1
2. Title 9 California Code of Regulations § 3200.70, 3300, 3310, 3315, 3320, 3400, 3610

Definitions:

1. Mental Health Services Act (MHSA) - Proposition 63 that imposes a 1% income tax on personal income in excess of $1 million to be provided to county mental health programs to fund mental health services and programs. Programs are intended to reduce the impact of untreated serious mental illness, specifically those that are underserved and/or unserved.
2. Stakeholder - Any individuals or entities with an interest in mental health services in the State of California, including but not limited to: individuals with serious mental illness and/or serious emotional disturbance and/or their families; providers of mental health and/or related services such as physical health care and/or social services; educators and/or representatives of education; representatives of law enforcement; and any other organization that represents the interest of individuals with serious mental illness/ and/or serious emotional disturbance and/or their families.

Page 1

Appendix F: MHSA-General Requirements Policy & Procedure (Page 2 of 4)

Policy:

1. It is the policy of Mariposa County Behavioral Health and Recovery Services (MCBHRS) to strictly adhere to all applicable laws, regulations, and guidelines of the Mental Health Services Act (MHSA).

2. MCBHRS will comply with the requirements, principles and standards set forth in the MHSA in regards to planning, implementing, and evaluating the programs and/or services provided with MHSA funds. MCBHRS will ensure that all stages involve; community collaboration, cultural competence, client driven, family driven, wellness, recovery and are resiliency focused.

Procedure:

1. MHSA Structure: MCBHRS maintains the four main program components of the MHSA;
    a. Community Services and Supports (CSS)
    b. Prevention and Early Intervention (PEI)
    c. Workforce, Education and Training (WET)
    d. Innovation (INN)
2. Programs and Services provided with MHSA funds shall:
    a. Offer mental health services and/or supports to individuals/clients with serious mental illness and/or serious emotional disturbance, and when appropriate, their families. (The prevention and early intervention component is exempt from this requirement.)
    b. Be designed for voluntary participation, No person will be denied access based solely on his/her voluntary or involuntary legal status.

3. General Standards:
    a. MCBHRS will ensure the following standards are adopted in planning, implementing, and evaluating the programs and/or services provided with the MHSA funds. The planning, implementation and evaluation process includes, but is not limited to, the Community Program Planning Process; development of the Three Year Program and Expenditure Plans and Updates and the manner in which MCBHRS delivers services and evaluates service delivery.
        i. Community Collaboration
        ii. Cultural Competence
        iii. Client Driven
        iv. Wellness, Recovery, and Resilience Focus
        v. Integrated Service Experiences for clients and their families.
4. Three Year Program and Expenditure Plan / Annual Update: MCBHRS must submit a Three Year Program and Expenditure Plan or an Annual Update annually (See MHSA - Three Year Plan and Annual Update P&P).
    a. Each Plan or Update must address the following:
        i. Community Services and Supports
            1. Children and Youth
            2. Transitional Age Youth
            3. Adults
            4. Older Adults
        ii. Capital Facilities and Technological Needs
        iii. Workforce, Education and Training
        iv. Prevention and Early Intervention

Appendix F: MHSA-General Requirements Policy & Procedure (Page 3 of 4)

v. Innovative Programs

b. MCBHRS will update and submit the Three-Year Program and Expenditure Plan at least annually to the Department of Healthcare Services (DHCS) and the Mental Health Services Oversight and Accountability Commission (MHSOAC). MCBHRS will update the plan in collaboration with stakeholders, through the Community Program Planning Process.

5. Community Program Planning Process (CPPP): MCBHRS will provide for a community planning process for the basis of developing the Three-Year Program and Expenditure Plans and updates. As part of the planning process, MCBHRS will ensure the following aspects are captured during every CPPP. The CPPP must include the following:
   a. Involvement of clients with serious mental illness and/or serious emotional disturbance and their family members in all aspects of the CPPP.
   b. Participation of stakeholders - MCBHRS will ensure stakeholders have the opportunity to participate in the CPPP, including representatives of underserved and/or underserved populations. Stakeholders must reflect the diversity of the current County demographics. MCBHRS will provide outreach to clients with serious mental illness and/or serious emotional disturbance, and their family members, to ensure the opportunity to participate.
   c. Training - as needed to stakeholders, clients, and when appropriate the client's family if participating in the CPPP.

6. Local Review Process: MCBHRS must conduct a local review process prior to the submission of the Three-Year Program and Expenditure Plan or Annual Updates. This process must include;
   a. A 30-day public comment period.
   b. A description of the methods used to circulate the Plan or Annual Update.
   c. Documentation that a public hearing was held by the local Behavioral Health Board.
   d. A summary and analysis of any substantive recommendations.
   e. A description of any changes made to the proposed Plan or Update that was circulated.

7. Revenue and Expenditure Report (RER): MCBHRS must submit an RER annually.
   a. MCBHRS will complete and submit an ARER to the Department of Healthcare Services and Mental Health Oversight and Accountability Commission by January 31st every year following the end of the reporting fiscal year.
      i. Fiscal will coordinate with Quality Assurance prior to the submission to ensure the ARER match the approved Three-Year Plan and/or Annual Update.
   b. The RER must include;
      i. Administration Expenditures - Actual total expenditures incurred and the revenues received for MHSA administration during the reporting fiscal year.
         1. Shall include system-wide one-time costs that cannot be assigned to a specific program.
      ii. Program expenditures - Actual total expenditures incurred by service or funding category and revenues received during the reporting fiscal year.
         1. Shall include one-time costs associated with a specific program.
      iii. One-Time Expenditures - MCBHRS must report the amount approved, and the actual expenditures incurred during the reporting fiscal year.
         1. Shall be included as either Program Expenditures or Administrative Expenditures.

8. Issue Resolution Process: MCBHRS is required to have a process for stakeholders to resolve concerns

Appendix F: MHSA-General Requirements Policy & Procedure (Page 4 of 4)

regarding the programs and services the MHSA. or receiving and processing of MHSA Grievances, see (Grievance and Appeal P&P).

9. Cost Allocation:
    a. MHSA funds may only be used to pay for mental health programs/services for which there is no other funding source available.
    b. MCBHRS shall NOT use MHSA funds for programs/services provided in juvenile halls and/or county jails except for the purpose of facilitating discharge.
    c. MCBHRS shall NOT provide MHSA funded services to individuals incarcerated in state/federal prisons or for parolless from state/federal prisons.

Responsibilities:

1. Quality Assurance is primarily responsible for drafting the Three Year Plans and Annual Updates with input from supervisors and ensuring the requirements of the CPPP.
2. The Health Services Director is primarily responsible for the implementation and administration of the MHSA funding consistent with the requirement of the MHSA.

Appendices:

1. Grievance log.

Appendix G: Social Worker Supervisor II Job Description (Page 1 of 2)

County of Mariposa

SOCIAL WORKER SUPERVISOR II

DEFINITION
Under direction, employees in this class plan, organize and direct the work of interdisciplinary service staff providing the most advanced social services; and perform related work as required.

SUPERVISION RECEIVED AND EXERCISED
The Social Worker Supervisor II is usually assigned to programs or staff positions that require extensive casework knowledge. Incumbents supervise a unit of caseworkers in specific programs identified as having a high proportion of complex and sensitive casework needs.

EXAMPLES OF ESSENTIAL FUNCTIONS
Plan, assign, direct, and review the work of employees providing the most advanced or complex casework such as adoptions and protective services.

May direct the work of social workers performing less complex services.

Assist in the development of community resources for all programs.

Assist and participate in the development of in-service training and staff development programs.

Refer problems to other agency staff.

Evaluate the effectiveness of policies and procedures.

Represent the social services department at conferences and address community groups.

Evaluate the performance of personnel and take or recommend appropriate courses of action.

May direct research studies and prepare reports.

Enter and retrieve information from an automated computer system.

EMPLOYMENT STANDARDS
Knowledge of:
Functions of public social services agencies and the principles of public social service administration.

Social research methods.

Laws, rules and regulations governing the operation of public social services agencies.

Principles, methods, and resources in the field of public health, mental hygiene, education, correction and rehabilitation as they relate to public social service.

Techniques of supervision, training and casework consultation.

Computer terminology and computer keyboard arrangement.

Principles of community organization.

Appendix G: Social Worker Supervisor II Job Description (Page 2 of 2)

Resources available in the community for referral or utilization in employment or social service programs.

Ability to:
Exercise sound judgment when organizing, directing, and prioritizing unit activities.

Select, train, supervise, evaluate, and discipline subordinate staff.

Classify case problems and evaluate the effectiveness of effort in solving problems.

Apply effective interpersonal skills.

Develop and maintain cooperative relationships with community groups and resource agencies.

Make oral and written presentations clearly and concisely.

Analyze a situation accurately and adopt an effective course of action.

TYPICAL WORKING CONDITIONS
Work is performed primarily in an office environment and includes continuous contact with staff and the public. Work may involve stressful situations and include dealing with erratic and sometimes threatening behavior. Work may include performing emergency response services during non-business hours.

TYPICAL PHYSICAL REQUIREMENTS
Sit for extended periods; frequently stand and walk; normal manual dexterity and eye-hand coordination; corrected hearing to normal range; corrected vision to normal range including ability to distinguish basic colors, shapes and depth perception; verbal communication; use of office equipment including computers and other related peripheral equipment such as printers, telephones, calculators, copiers and FAX.

MINIMUM QUALIFICATIONS
Education:
Master's degree in Social Work or a Master's degree from a two year counseling program.
Definition: Qualifying master's degrees from a two year counseling program are those which include a course of study with emphasis in vocational rehabilitation, family or marriage counseling, gerontology, or a closely related field. Qualifying two-year counseling degree programs must have included an internship or supervised fieldwork and completion of approximately 45 semester or 67 quarter units of graduate level courses. Completion of all of the requirements for a Licensed Marriage and Family Therapist (LMFT) license program may be substituted upon submission of verifying proof.

Experience:
One year of experience performing duties comparable to those of the Merit System Social Worker III or Social Worker IV class.

Additional Requirements:
Possession of a valid California driver's license. Under certain circumstances, the Human Resources Director may accept a valid driver's license from another state if applicant acknowledges his/her intent to acquire a California driver's license within three months by signing an acknowledgement form.

Revision Date: 02/06(B/S Res. 06-73)

Appendix H: Staff Services Analyst I/II Job Description (Page 1 of 6)

County of Mariposa

STAFF SERVICES ANALYST I/II
(non-Merit System Services)

DEFINITION
In the Human Services Department, the Staff Services Analyst I/II classes are responsible for performing professional level analytical duties involving general administrative, fiscal, and/or program analytical work. Incumbents gather, tabulate, analyze, and chart data; interview and consult with departmental officials, employees, community members, contractors, and others to give and receive information; prepare reports and make recommendations on procedures, policies, and program/functional area issues and alternatives; review and analyze proposed legislation and advise management on the potential impact; make decisions in financial, and other administrative systems of average to difficult complexity; prepare correspondence; monitor grants and contracts, and perform other related duties as assigned. Incumbents may supervise clerical and/or technical staff.

The Staff Services Analyst I level is the entry level into the professional Staff Services series. Incumbents work under close supervision. Assignments are generally limited in scope and under the direction of a higher-level employee. As experience is gained, the incumbent is granted more independence from supervision. Most incumbents are expected to promote to the II level after one year of satisfactory performance; however, positions limited to analytical duties of a more routine, repetitive nature will be permanently allocated to the Staff Services Analyst I level.

The Staff Services Analyst II is the journey level in the series. Incumbents work under direction and are responsible for performing the full range of duties at the journey level and working independently. Incumbents may be assigned to perform general duties that encompass a broad scope of administrative analytical functions and areas of responsibility. Staff Services Analyst I/II differs from Staff Services Analyst I/II (MSS) in that the MSS classes are only used for designated and appropriately funded positions under the Merit System Services contract.

SUPERVISION RECEIVED AND EXERCISED
Receives general supervision from assigned supervisory/management staff.

May exercise supervision over assigned staff.

EXAMPLES OF ESSENTIAL FUNCTIONS
These duties may apply to both levels in varying degrees of importance, frequency, or priority.

Performs, coordinates, monitors, and participates in various administrative analytical functions, typically within a departmental program or administrative section.

Appendix G: Staff Services Analyst I/II Job Description (Page 2 of 6)

Plans, identifies, and analyzes program administration problems and develops solutions.

Works with the community, agencies, schools, providers, and contractors on various projects such as program education, outreach, legislation/regulation implementation, etc. including participation on committees and ad hoc groups

Reviews existing and proposed local, state, and federal legislation/regulations for impact on the department's activities; consults with department personnel; develops recommendations; and prepares proposed changes.

Performs departmental quality assurance duties by reviewing/conducting audits, meeting with contractors/vendors for ensuring proper grant/contract performance, evaluating overall program performance, making on-site visits, analyzing time studies and product analyses, etc..

Extracts and reviews data to prepare reports consisting of specific program/caseload data to monitor progress toward goals.

Reviews program updates, letters, and notices for potential impact on various programs and activities; recommends and prepares policy and procedure changes to ensure compliance and provides training on new/revised regulations/policies if needed.

Compiles, maintains, and analyzes data; identifies trends, and makes recommendations involving the formulation of policy and procedures.

Serves as a resource and provides advice and information to supervisors, managers, and other internal staff, the public, contractors, providers, and other agencies in area(s) of assignment including the interpretation and explanation of a variety of programs, policies, rules, and regulations.

Conducts surveys and performs research and statistical analyses on administrative, fiscal, and/or programmatic problems.

Coordinates staff training by determining training needs, working with trainers, scheduling rooms and staff, and evaluating the content and results.

Makes presentations before committees, boards, commissions, departmental staff, advisory groups, or community groups to provide information and recommendations, advocate a position, encourage participation, and/or respond to questions.

Analyzes business process requirements and coordinates with information technology staff and/or consultants to develop automated solutions.

May plan and coordinate the design and implementation of new and revised programs, systems, procedures, methods of operation, and forms.

Appendix G: Staff Services Analyst I/II Job Description (Page 3 of 6)

Compiles materials; prepares analytical reports, manuals, and publications.

Prepares public relations materials (e.g. brochures, informational materials, customer satisfaction surveys).

Provides consultation and recommends solutions regarding research findings, organizational improvement initiatives and related issues concerning departmental effectiveness and goal attainment; evaluates effectiveness through performance measure development and monitoring activities and recommends modifications.

Collaborates with County departments and agencies on cross-functional projects.

Coordinates assigned activities with other departments, divisions, units, and with outside agencies; represents the division or department in committee meetings; responds to complaints and requests for information.

Establishes and maintains positive working relationships with co-workers; representatives of community organizations; state/local agencies and associations; internal management and staff; and the public by utilizing principles of effective customer service.

May supervise clerical and/or technical employees by assigning, monitoring, reviewing, and evaluating their work; may provide training to less experienced staff.

Performs related duties as assigned.

EMPLOYMENT STANDARDS
Note: The level and scope of the knowledge and abilities listed below are related to job duties as distinguished between the two levels in the Definition section.

Knowledge of:
Public and business administration principles and practices.

Pertinent federal, state and local laws, codes, ordinances and regulations.

Methods and techniques involved in conducting analytical studies of administrative and management practices, methods and procedures.

General research practices, techniques, and terminology to conduct research.

A variety of computer software applications, including database, graphics/presentation, word processing and spreadsheet software.

Methods and techniques of report preparation.

Appendix G: Staff Services Analyst I/II Job Description (Page 4 of 6)

English language (i.e., composition, spelling, grammar, and sentence structure).

Project management principles to ensure projects activities are conducted in a fiscally responsible and timely manner.

Principles and practices of effective customer service.

Principles of teamwork and teambuilding in order to work effectively as a member of a team and facilitate effective teamwork.

Principles and practices of leadership and supervision.

Community needs and resources.

Ability to:
Apply program planning principles and techniques to problems and issues.

Analyze a situation or problem, including stressful situations, accurately and objectively in order to identify alternative solutions and determine an effective course of action.

Collect and analyze data and information in order to derive logical conclusions.
Learn and interpret state and federal requirements and regulations that govern human services programs.
Formulate options and make recommendations based on data and information collected.

Analyze policies, procedures, and programs and make effective recommendations.

Make sound decisions and independent judgments within established guidelines.

Read, interpret, and apply a variety of information (e.g. laws, policies, procedures, legislations, directives) in order to provide information and ensure compliance.

Analyze and interpret basic statistics.

Perform arithmetic calculations, including ratios and percentages.

Operate a computer and use common software packages related to the work.

Express information and ideas orally in a clear, concise, organized manner by using proper diction, grammar and volume so that others will understand.

Work effectively with community groups while conducting education and outreach activities.

Appendix G: Staff Services Analyst I/II Job Description (Page 5 of 6)

Monitor contract performance and taken action to correct problems and deficiencies.

Make effective presentations and respond to questions from various groups, including boards, committees, and the public.

Compose business communications (e.g. letters, memos, notices) and reports, policies, and procedures, in a clear, concise, organized, and accurate manner.

Identify problems and central issues.

Reason logically and critically.

Perform, analyze, and document research.

Research legislative issues and read and understand legislation.

Recommend and implement changes/improvements.

Develop and maintain cooperative, effective working relationships with co-workers, representatives of community organizations, state/local agencies and associations, supervisors, internal management staff, employee representatives and the public.

Effectively mediate and resolve conflicts between/with individuals.

Work and interact with a variety of individuals from various socioeconomic, ethnic, and cultural groups in person and by telephone, including situations where relations may be strained or confrontational.

Work independently and accept increasing responsibility.

Prioritize, plan, coordinate, and organize simultaneous work assignments and projects to meet critical and competing deadlines.

Manage projects by developing project budgets, tasks, and timelines to ensure projects meet time and budget guidelines.

Work as a team member by keeping communication open, offering support, sharing knowledge, and contributing to and/or leading team efforts.

May supervise clerical and/or technical employees.

May monitor, plan, direct, assign and review the work of clerical and/or technical employees.

Appendix G: Staff Services Analyst I/II Job Description (Page 6 of 6)

MINIMUM QUALIFICATIONS
Education and Experience:
Staff Services Analyst I
Graduation from an accredited four year college or university with a bachelor's degree.
OR
Two years (60 semester or 90 quarter) of college units and two (2) years of full-time technical level experience involving general administrative, fiscal, or human services program work.

Staff Services Analyst II
Education and Experience:
One (1) year of full-time experience as a Staff Services Analyst I
OR
Graduation from an accredited college or university with a bachelor's degree and one (1) year of full-time professional experience performing general administrative, fiscal, or human services program work.

Substitution: *(Both Staff Services Analyst I and II)*
Additional technical or higher-level experience performing general administrative, fiscal, or human services program support work may substitute for up to two (2) years of the required education on a year-for-year basis.

Additional Requirements: (*Both Staff Services Analyst I and II*)
Possession of a valid California driver's license. Under certain circumstances, the Human Resources Director may accept a valid driver's license from another state if applicant acknowledges his/her intent to acquire a California driver's license within three months by signing an acknowledgement form.

This class specification lists the major duties and requirements of the job and is not all-inclusive. Incumbents may be expected to perform job-related duties other than those contained in this document.

Creation date: 02/14 (B/S Res. 14-56)
Revision date: 10/17 (B/S Res. 17-676)

Appendix I: Email of MHSA Stakeholder Correspondence (Page 1 of 1)

MHSA Stakeholder Presentation, Flyer and Survey

Jinger Feuerstein <JFeuerstein@mariposacounty.org>
Wed 10/19/2022 2:01 PM

To: first5mariposa@yahoo.com <first5mariposa@yahoo.com>
Bcc: Jinger Feuerstein <JFeuerstein@mariposacounty.org>

2 attachments (666 KB)
MHSA Stakeholder Presentation (23-26) (1).pdf; Mental Health Services Act Flyer.pdf;

Hi Nicki,
I have attached the Mental Health Service Act (MHSA) Stakeholder Presentation, QR code and weblink to the survey. Please pass this on to anyone who would like an opportunity to provide their input and feedback on Mariposa County's mental health programs and services. This can be staff and consumers. We want to reach a broad audience to implement this survey, as this feedback will determine our funding for the next three years. If you have any questions or concerns, please feel free to contact me.

Thank you for your time and participation,
Jinger

You can take the survey through this weblink
https://www.surveymonkey.com/r/BW2HV6W

Or scan this QR code

Health & Human Services Agency
Healthy. Safe. Thriving.

Jinger Feuerstein

Staff Services Analyst I
Health Services Division
Mariposa County Health & Human Services Agency
5362 Lemee Lane
PO Box 99
Mariposa, CA 95338
Direct: (209) 742-0857
Work Cell: (209) 347-6682
Fax: (209) 742-0996
jfeuerstein@mariposacounty.org

Appendix J: MHSA Stakeholder Survey Responses (Page 1 of 10)

Sample 1

Page 1

Q1

Which of the following do you feel has the greatest needs or gaps in mental health services? (Rank in order of importance - 1 being least important, and 4 being the most important.)

Children (0-15 years)	**2**
Youth (16-25 years)	**4**
Adults (26-59 years)	**3**
Older Adults (60+)	**1**

Q2

Which of the following has the greatest needs or gaps in mental health services?

Foster Youth,

Veterans

Q3

Which communities have the greatest need for mental health services?

Mariposa,

Other (please specify):

Midpines

Q4

How much do you agree with the following statements about the overall mental health system in Mariposa County?

Mariposa County has mental health services that meet the needs of the community.	**Don't Know**
Mental health services in Mariposa County are easy for people to access.	**Agree**
The mental health services provided have been helpful to the community.	**Agree**
I am satisfied with the current mental health programs and services available.	**Disagree**
Mariposa County can do more to support those in need of mental health services.	**Agree**

Appendix J: MHSA Stakeholder Survey Responses (Page 2 of 10)

Mental Health Services Act Stakeholder Survey 2023-2026

Q5

Rank the following (1 being the least effective and 6 being the most effective)?

Adult System of Care - Intensive mental health services and supports for the adults and older adults in the community with serious mental illness.	3
Children's System of Care - Intensive mental health services and supports for the children and families in the community with serious emotional disturbances.	4
Mental Health First Aid - Training provided to community to increase recognition of early signs of mental illness.	5
Peer Support - An individual that runs the Wellness Center who has lived experience with mental health illness.	5
Wellness Center - Peer ran activities that help build meaningful relationships.	5
Suicide Prevention Hotline - Operates 24/7, 365 days per year.	5
School Based Early Mental Health Intervention Program - Designed to reduce the negative effects of mental illness.	3
Yosemite National Park Prevention Program - A counselor that provides mental health prevention programs in Yosemite National Park.	4
Mariposa Minds Matter Task Force - A committee that targets stigma reduction and discrimination related to mental health	4
Hope Project - A school-based suicide prevention program that is designed to reach isolated schools in our outlying communities. (Yosemite, El Portal, Don Pedro, Greeley Hill, Cathey's Valley and Wawona)	4

Q6 **Communication about available mental health services**

Mark the reason that best describes what needs improvement from your answers above.

Q7

Rank the following mental health categories in order of the most important to the least important (1 being the least important and 5 being the most important).

Suicide Prevention	5
Reducing stigma and discrimination related to mental health	4
Outreach for recognition of early signs of mental illness	3
Preventative Services	1
Early Intervention Services	2

Appendix J: MHSA Stakeholder Survey Responses (Page 3 of 10)

Mental Health Services Act Stakeholder Survey 2023-2026

Q8

Please provide any additional comments on needs or gaps in mental health services in our community.

Need more clinicians and case managers.

Q9 Which of the following describes you?	**Advocate,** Other (please specify): Counselor
Q10 What is your zip code? 95338	
Q11 Do you live or work in Mariposa County?	**Yes**
Q12 What is your age?	**60+ years old**
Q13 What is your primary Language?	**English**
Q14 What was your gender assigned at birth?	**Male**
Q15 What is your current gender identity?	**Male**
Q16 What is your sexual orientation?	**Heterosexual or straight**
Q17 Are you a veteran?	**No**
Q18 Do you have any of the following disabilities?	**Chronic health conditions**

Mental Health Services Act Stakeholder Survey 2023-2026

Q19 What is your race?	**White**
Q20 What is your ethnicity?	**European**

Appendix J: MHSA Stakeholder Survey Responses (Page 4 of 10)

Sample 2

Page 1

Q1

Which of the following do you feel has the greatest needs or gaps in mental health services? (Rank in order of importance - 1 being least important, and 4 being the most important.)

Children (0-15 years)	**1**
Youth (16-25 years)	**2**
Adults (26-59 years)	**3**
Older Adults (60+)	**4**

Q2 **Homeless**

Which of the following has the greatest needs or gaps in mental health services?

Q3 **Mariposa**

Which communities have the greatest need for mental health services?

Q4

How much do you agree with the following statements about the overall mental health system in Mariposa County?

Mariposa County has mental health services that meet the needs of the community.	**Don't Know**
Mental health services in Mariposa County are easy for people to access.	**Don't Know**
The mental health services provided have been helpful to the community.	**Agree**
I am satisfied with the current mental health programs and services available.	**Disagree**
Mariposa County can do more to support those in need of mental health services.	**Strongly Agree**

Appendix J: MHSA Stakeholder Survey Responses (Page 5 of 10)

Q5

Rank the following (1 being the least effective and 6 being the most effective)?

Adult System of Care - Intensive mental health services and supports for the adults and older adults in the community with serious mental illness.	4
Children's System of Care - Intensive mental health services and supports for the children and families in the community with serious emotional disturbances.	5
Mental Health First Aid - Training provided to community to increase recognition of early signs of mental illness.	6
Peer Support - An individual that runs the Wellness Center who has lived experience with mental health illness.	2
Wellness Center - Peer ran activities that help build meaningful relationships.	2
Suicide Prevention Hotline - Operates 24/7, 365 days per year.	3
School Based Early Mental Health Intervention Program - Designed to reduce the negative effects of mental illness.	5
Yosemite National Park Prevention Program - A counselor that provides mental health prevention programs in Yosemite National Park.	3
Mariposa Minds Matter Task Force - A committee that targets stigma reduction and discrimination related to mental health	4
Hope Project - A school-based suicide prevention program that is designed to reach isolated schools in our outlying communities. (Yosemite, El Portal, Don Pedro, Greeley Hill, Cathey's Valley and Wawona)	3

Q6

Mark the reason that best describes what needs improvement from your answers above.

Communication about available mental health services,

Access to mental health information and services,

Technical access to mental health information and services

,

Location of services or activities provided,

More appropriate levels of care

Appendix J: MHSA Stakeholder Survey Responses (Page 6 of 10)

Q7

Rank the following mental health categories in order of the most important to the least important (1 being the least important and 5 being the most important).

Suicide Prevention	**5**
Reducing stigma and discrimination related to mental health	**2**
Outreach for recognition of early signs of mental illness	**4**
Preventative Services	**1**
Early Intervention Services	**3**

Q8

Please provide any additional comments on needs or gaps in mental health services in our community.

Outreach to bring those in need into existing services and additional services surrounding Community inclusion and socialization to reduce isolation across all ages, but especially the homeless and elderly.

Q9 — **Advocate**

Which of the following describes you?

Q10

What is your zip code?

95338

Q11 — **Yes**

Do you live or work in Mariposa County?

Q12 — **26-59 years old**

What is your age?

Q13 — **English**

What is your primary Language?

Q14 — **Female**

What was your gender assigned at birth?

Q15 — **Female**

What is your current gender identity?

Q16 — **Heterosexual or straight**

What is your sexual orientation?

Q17 — **No**

Are you a veteran?

Q18 — **Decline**

Do you have any of the following disabilities?

Q19 — **White**

What is your race?

Q20 — **Mexican/Mexican American - American/Chicano**

What is your ethnicity?

Appendix J: MHSA Stakeholder Survey Responses (Page 7 of 10)

Sample 3

Page 1

Q1

Which of the following do you feel has the greatest needs or gaps in mental health services? (Rank in order of importance - 1 being least important, and 4 being the most important.)

Children (0-15 years)	**4**
Youth (16-25 years)	**3**
Adults (26-59 years)	**2**
Older Adults (60+)	**1**

Q2

Which of the following has the greatest needs or gaps in mental health services?

Homeless,

LGBTQIA+,

Other (please specify):

Seniors

Q3

Which communities have the greatest need for mental health services?

Coulterville,

Greely Hill,

Don Pedro,

Yosemite,

El Portal,

Wawona,

Fish Camp

Appendix J: MHSA Stakeholder Survey Responses (Page 8 of 10)

Q4

How much do you agree with the following statements about the overall mental health system in Mariposa County?

Mariposa County has mental health services that meet the needs of the community.	**Disagree**
Mental health services in Mariposa County are easy for people to access.	**Agree**
The mental health services provided have been helpful to the community.	**Agree**
I am satisfied with the current mental health programs and services available.	**Disagree**
Mariposa County can do more to support those in need of mental health services.	**Strongly Agree**

Q5

Rank the following (1 being the least effective and 6 being the most effective)?

Adult System of Care - Intensive mental health services and supports for the adults and older adults in the community with serious mental illness.	**4**
Children's System of Care - Intensive mental health services and supports for the children and families in the community with serious emotional disturbances.	**5**
Mental Health First Aid - Training provided to community to increase recognition of early signs of mental illness.	**4**
Peer Support - An individual that runs the Wellness Center who has lived experience with mental health illness.	**4**
Wellness Center - Peer ran activities that help build meaningful relationships.	**4**
Suicide Prevention Hotline - Operates 24/7, 365 days per year.	**5**
School Based Early Mental Health Intervention Program - Designed to reduce the negative effects of mental illness.	**5**
Yosemite National Park Prevention Program - A counselor that provides mental health prevention programs in Yosemite National Park.	**1**
Mariposa Minds Matter Task Force - A committee that targets stigma reduction and discrimination related to mental health	**4**
Hope Project - A school-based suicide prevention program that is designed to reach isolated schools in our outlying communities. (Yosemite, El Portal, Don Pedro, Greeley Hill, Cathey's Valley and Wawona)	**4**

Appendix J: MHSA Stakeholder Survey Responses (Page 9 of 10)

Mental Health Services Act Stakeholder Survey 2023-2026

Q6

Mark the reason that best describes what needs improvement from your answers above.

Communication about available mental health services,

Technical access to mental health information and services

,

Location of services or activities provided,

More appropriate levels of care,

Other (please specify):

Being a rural area, connectivity issues are serious barriers.

Q7

Rank the following mental health categories in order of the most important to the least important (1 being the least important and 5 being the most important).

Suicide Prevention	**3**
Reducing stigma and discrimination related to mental health	**1**
Outreach for recognition of early signs of mental illness	**4**
Preventative Services	**2**
Early Intervention Services	**5**

Q8

Please provide any additional comments on needs or gaps in mental health services in our community.

Transportation. Case management/outreach to Seniors/Shut-ins. More effective communication and coordination.

Q9

Which of the following describes you?

Respondent skipped this question

Q10

What is your zip code?

Respondent skipped this question

Q11

Do you live or work in Mariposa County?

Respondent skipped this question

Q12

What is your age?

Respondent skipped this question

Q13

What is your primary Language?

Respondent skipped this question

Appendix J: MHSA Stakeholder Survey Responses (Page 10 of 10)

Mental Health Services Act Stakeholder Survey 2023-2026

Q14 Respondent skipped this question

What was your gender assigned at birth?

Q15 Respondent skipped this question

What is your current gender identity?

Q16 Respondent skipped this question

What is your sexual orientation?

Q17 Respondent skipped this question

Are you a veteran?

Q18 Respondent skipped this question

Do you have any of the following disabilities?

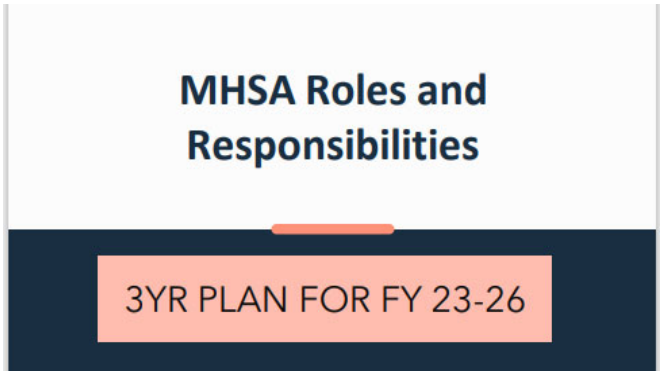
Q19 Respondent skipped this question

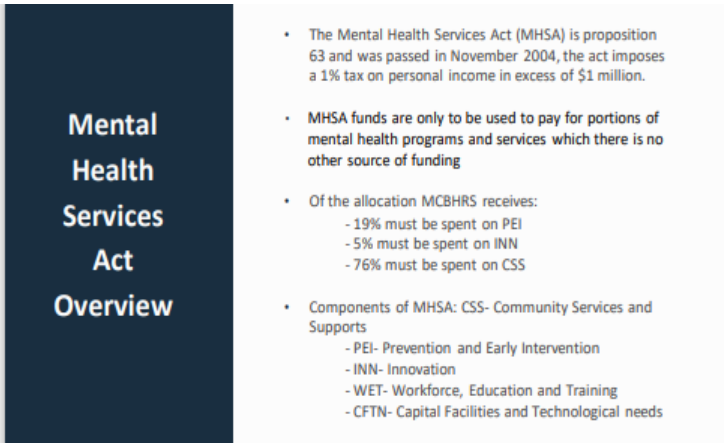
What is your race?

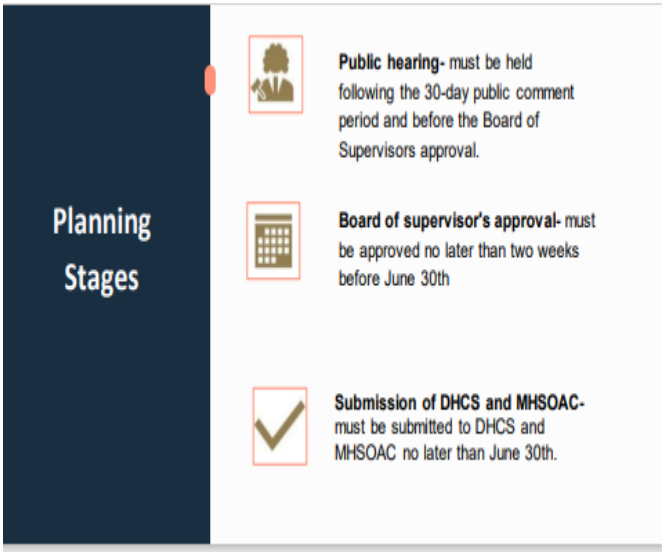
Q20 Respondent skipped this question

What is your ethnicity?

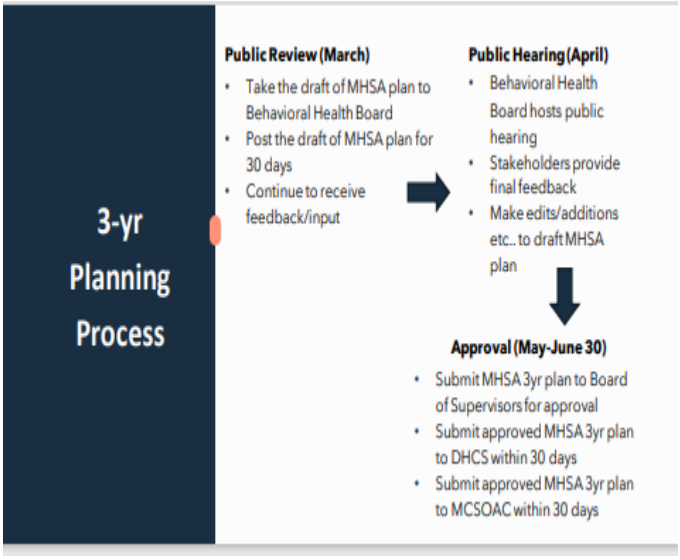
Appendix K: MHSA CPPP Staff Training PowerPoint (Page 1 of 2)

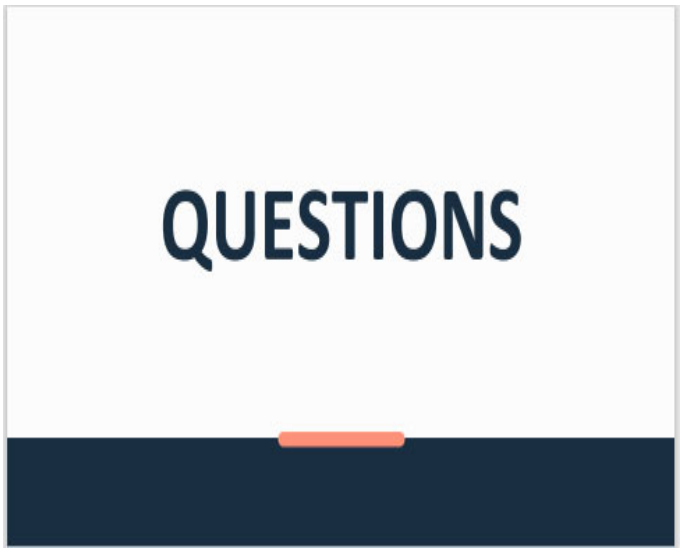






Appendix K: MHSA CPPP Staff Training PowerPoint (Page 2 of 2)





Appendix L: 2020 WET Assessment (Page 1 of 2)

Appendix C: WET Assessment (Page 1 of 9)

Mariposa County Workforce, Education, and Training Assessment 2020

Mariposa County Health & Human Services Agency

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Appendix C: WET Assessment (Page 2 of 9)

EXHIBIT 1: WORKFORCE FACE SHEET

Mariposa County Mental Health Services Act (MHSA) Workforce Education and Training Component – Workforce Assessment

County: Mariposa **Date:** February 28th, 2020

This County's Workforce, Education and Training component of the Three Year Program and Expenditure Plan will address, when fully implemented, the shortage of qualified individuals who provide services in this County's Public Mental Health System. This includes community based organizations and individuals in solo or small group practices who provide publicly funded mental health services to the degree they comprise this County's Public Mental Health System workforce.

Mariposa County's Workforce Education and Training (WET) Plan will be consistent with and supportive of the vision, values, mission, goals, objectives and proposed actions of California's MHSA Workforce Education and Training Five-Year Strategic Plan (Five-Year Plan

Funds do not supplant existing workforce development and/or education and training activities. Funding will also be used to modify and/or expand existing programs and services to fully meet the fundamental principles contained in the Act.

All proposed programs and activities contribute to developing and maintaining a culturally competent workforce, to include individuals with client and family member experience who are capable of providing client and family-driven services that promote wellness, recovery, and resiliency, leading to measurable, values-driven outcomes.

The WET Plan will be developed with stakeholders and public participation. Progress and outcomes of education and training programs will be reported and shared on an annual basis with stakeholders.

County Mental Health Director

Printed Name: Chevon Kothari **Signature:** _____

Phone: 209-966-2000 **Email:** ckothari@mariposahsc.org **Address:** PO Box 99, Mariposa, CA 95338

Contact Person: Laura Glenn --- Phone: 209-742-0823 --- Email: lglenn@mariposahsc.org

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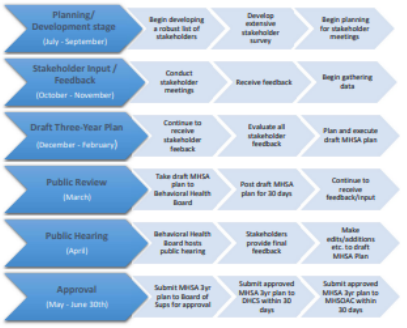
Appendix C: WET Assessment (Page 3 of 9)

EXHIBIT 2: STAKEHOLDER PARTICIPATION SUMMARY

All of Mariposa County's MHSA planning processes are designed to facilitate a meaningful participation from stakeholders, including underserved and un-served populations. Below represents the planning structure created for MHSA three-year plans and annual updates. The 2020 WET assessment is incorporated with the three-year planning process for the 2020-2023 MHSA three-year plan. The draft plan will be posted for 30 – day public review beginning on 05/08/2020. Hard copies of the plan will be made available to the public at various locations throughout the community.



After a 30 day public review, a Public Hearing will be held on 06/09/2020 by the Behavioral Health Board. A notification of a Public Hearing will be incorporated in the draft MHSA plan, as well as being posted in the local newspaper and on the County website.

The final draft MHSA plan will be presented to the Board of Supervisors on June 9th, 2020.

The WET assessment will reviewed and used to develop a workforce-training plan to address our workforce needs.

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Appendix C: WET Assessment (Page 4 of 9)

EXHIBIT 3: WORKFORCE NEEDS ASSESSMENT

I. Workforce Needs Assessment by Occupational Category:

	Est. # FTE	Pos. Hard to fill? 1 = Yes 2 = No	Addt # of FTE required to meet the need	White/ Cauc	Hispanic/ Latino	African American/ Black	Asian/ Pacific Islander	Native American	Multi Race / Other	Total Ethnicities by Category
A. Licensed Mental Health Staff who provide direct services to clients				Missing one staff member						
County Employees										
Licensed Clinical Social Worker (LCSW)	1									
Licensed Marriage and Family (LMFT)	1									
Licensed Professional Counselor (LPCC)	0									
Associate Marriage and Family Therapist	5.8									
Associate Clinical Social Worker	1									
Psychiatrist	.25	1								
Nurse Practitioner	.25	1								
Subtotals	**9.3**	**2**	**3**	7.05	.25				1	**8.3**
Contract Providers				Missing three staff members – Two clinicians and one psychiatrist.						
Licensed Clinical Social Worker (LCSW)	1									
Licensed Marriage and Family (LMFT)	0									
Licensed Professional Counselor (LPCC)	2									
Associate Marriage and Family Therapist	3									
Associate Clinical Social Worker	2									
Nurse Practitioner	0									
Psychiatrist	1									
Subtotals	**9**			5	1					**6**
Total A (Licensed Staff)	**18.3**									**14.3**

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Appendix C: WET Assessment (Page 5 of 9)

B. Unlicensed Mental Health Staff who provide direct services to clients				Missing on peer support						
County Employees										
Case Manager (MHA I/II/III)	10									
Peer Support – Client Recovery (MH Aid)	1									
Subtotals	**11**		**1**	4	4		1		1	**10**
Contract Providers				Missing four staff members						
Case Manager (MHA I/II/III)	2									
Rehabilitation Specialist	2									
After Hours- Crisis Worker	3									
Subtotals	**7**			3						**3**
Total B (Unlicensed Staff)	**18**									**13**
C. Other health care providers that provide direct services to clients										
County Employees										
Licensed Vocational Nurse	1.5									
Other	0									
Subtotals	**1.5**			1.5						**1.5**
Contract Providers										
Licensed Vocational Nurse	0									
Other	0									
Subtotals	**0**									**0**
Total C (Other direct services staff)	**1.5**									**1.5**
D. Managerial and Supervisory				Missing one staff member						
County Employees										
CEO or manager above direct Supervisor	2									
Licensed Supervising Clinician	5									
Other Managers and Supervisors	3									
Subtotals	**10**			7	1	1				**9**

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Appendix C: WET Assessment (Page 6 of 9)

Contract Providers				Missing one staff						
CEO or manager above direct Supervisor	2									
Licensed Supervising Clinician	1									
Other Managers and Supervisors	0									
Subtotals	**3**			2						**2**
Total D (Managerial & Supervisors)	**13**									**11**
E. Support Staff (non-direct service)										
County Employees										
Analyst, tech support, quality assurance	4.5									
Clerical, secretary, administrative assistants	6.5									
Other support staff	0									
Subtotals	**11**		**2**	8.5	1.5				1	**11**
Contract Providers										
Analyst, tech support, quality assurance										
Clerical, secretary, administrative assistants	1									
Other support staff										
Subtotals	**1**			1						**1**
Total E (Support Staff)	**12**		**.5**	**9.5**	**1.5**	**0**	**0**	**0**	**1**	**12**

	Est. # FTE	Pos. Hard to fill? 1 = Yes 2 = No	Addt # of FTE required to meet the need	White/Cauc	Hispanic/ Latino	African American/ Black	Asian/ Pacific Islander	Native American	Multi Race / Other
County Employees	42.8	5	6	28.55	6.75	1	1	0	3
Contract Providers	20	0	0	11	1	0	0	0	0
Grand Total Workforce	**62.8**	**5**	**6**	**39.55**	**7.75**	**1**	**1**	**0**	**3**

****18% of the workforce did not respond to the information requested.***

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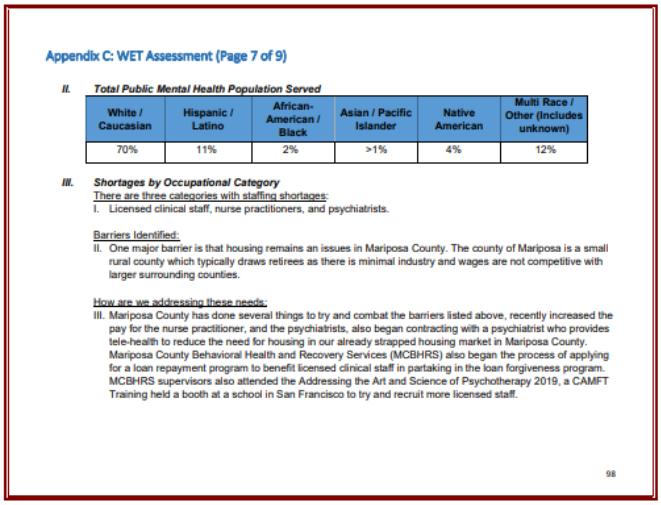
Appendix L: 2020 WET Assessment (Page 2 of 2)



Appendix C: WET Assessment (Page 7 of 9)

II. *Total Public Mental Health Population Served*

White / Caucasian	Hispanic / Latino	African-American / Black	Asian / Pacific Islander	Native American	Multi Race / Other (Includes unknown)
70%	11%	2%	>1%	4%	12%

III. *Shortages by Occupational Category*

There are three categories with staffing shortages:

I. Licensed clinical staff, nurse practitioners, and psychiatrists.

Barriers Identified:

II. One major barrier is that housing remains an issues in Mariposa County. The county of Mariposa is a small rural county which typically draws retirees as there is minimal industry and wages are not competitive with larger surrounding counties.

How are we addressing these needs:

III. Mariposa County has done several things to try and combat the barriers listed above, recently increased the pay for the nurse practitioner, and the psychiatrists, also began contracting with a psychiatrist who provides tele-health to reduce the need for housing in our already strapped housing market in Mariposa County. Mariposa County Behavioral Health and Recovery Services (MCBHRS) also began the process of applying for a loan repayment program to benefit licensed clinical staff in partaking in the loan forgiveness program. MCBHRS supervisors also attended the Addressing the Art and Science of Psychotherapy 2019, a CAMFT Training held a booth at a school in San Francisco to try and recruit more licensed staff.

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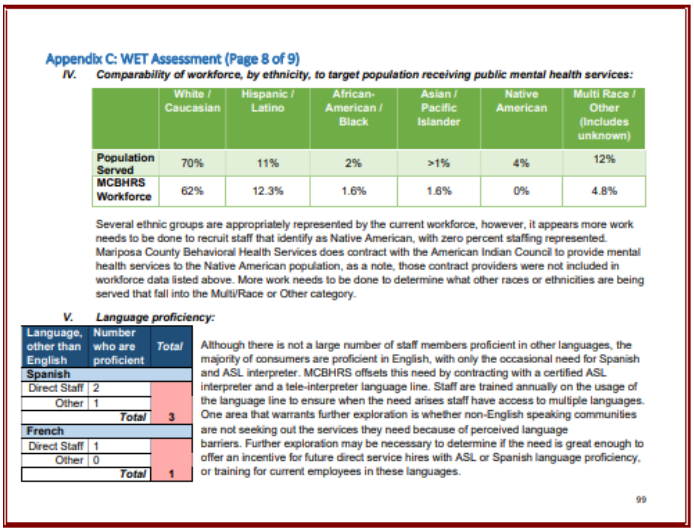

Appendix C: WET Assessment (Page 8 of 9)

IV. *Comparability of workforce, by ethnicity, to target population receiving public mental health services:*

	White / Caucasian	Hispanic / Latino	African-American / Black	Asian / Pacific Islander	Native American	Multi Race / Other (Includes unknown)
Population Served	70%	11%	2%	>1%	4%	12%
MCBHRS Workforce	62%	12.3%	1.6%	1.6%	0%	4.8%

Several ethnic groups are appropriately represented by the current workforce, however, it appears more work needs to be done to recruit staff that identify as Native American, with zero percent staffing represented. Mariposa County Behavioral Health Services does contract with the American Indian Council to provide mental health services to the Native American population, as a note, those contract providers were not included in workforce data listed above. More work needs to be done to determine what other races or ethnicities are being served that fall into the Multi/Race or Other category.

V. *Language proficiency:*

Language, other than English	Number who are proficient	Total
Spanish		
Direct Staff	2	
Other	1	
	Total	3
French		
Direct Staff	1	
Other	0	
	Total	1

Although there is not a large number of staff members proficient in other languages, the majority of consumers are proficient in English, with only the occasional need for Spanish and ASL interpreter. MCBHRS offsets this need by contracting with a certified ASL interpreter and a tele-interpreter language line. Staff are trained annually on the usage of the language line to ensure when the need arises staff have access to multiple languages. One area that warrants further exploration is whether non-English speaking communities are not seeking out the services they need because of perceived language barriers. Further exploration may be necessary to determine if the need is great enough to offer an incentive for future direct service hires with ASL or Spanish language proficiency, or training for current employees in these languages.

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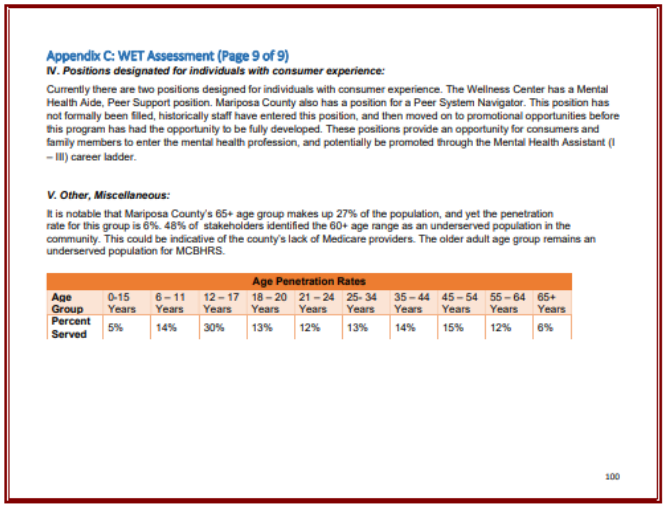

Appendix C: WET Assessment (Page 9 of 9)

IV. Positions designated for individuals with consumer experience:

Currently there are two positions designed for individuals with consumer experience. The Wellness Center has a Mental Health Aide, Peer Support position. Mariposa County also has a position for a Peer System Navigator. This position has not formally been filled, historically staff have entered this position, and then moved on to promotional opportunities before this program has had the opportunity to be fully developed. These positions provide an opportunity for consumers and family members to enter the mental health profession, and potentially be promoted through the Mental Health Assistant (I – III) career ladder.

V. Other, Miscellaneous:

It is notable that Mariposa County's 65+ age group makes up 27% of the population, and yet the penetration rate for this group is 6%. 48% of stakeholders identified the 60+ age range as an underserved population in the community. This could be indicative of the county's lack of Medicare providers. The older adult age group remains an underserved population for MCBHRS.

Age Penetration Rates										
Age Group	0-15 Years	6 – 11 Years	12 – 17 Years	18 – 20 Years	21 – 24 Years	25- 34 Years	35 – 44 Years	45 – 54 Years	55 – 64 Years	65+ Years
Percent Served	5%	14%	30%	13%	12%	13%	14%	15%	12%	6%

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Appendix M: Personal Services Agreement – Syracuse University and Mariposa County (PADS) (Page 1 of 14)

PERSONAL SERVICES AGREEMENT BETWEEN
SYRACUSE UNIVERSITY AND THE COUNTY OF _____

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

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

1.0 GENERAL DESCRIPTION.

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

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

2.0 PAYMENT PROVISIONS.

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

3.0 TERM OF AGREEMENT.

3.01 The term of this Agreement is from January 1, 2022 to June 30, 2025 unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both UNIVERSITY and COUNTY and with COUNTY signing last, and **UNIVERSITY may not commence work before COUNTY signs this Agreement.**

4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS.

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

Appendix M: Personal Services Agreement-Syracuse University & Mariposa County (PADS) (Page 2 of 14)

5.0 PERFORMANCE STANDARDS.

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

5.02 UNIVERSITY, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

5.03 UNIVERSITY shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. UNIVERSITY shall not use COUNTY premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6.0 PAYMENT CONDITIONS.

6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in Paragraph 6.02. In no event shall the maximum amount payable under this Agreement exceed $_____.

6.02 Negotiations for rate changes shall be commenced, by UNIVERSITY, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the COUNTY and the UNIVERSITY.

6.03 UNIVERSITY shall submit such invoice not more frequently than monthly, but at least quarterly, or at the completion of services, but in any event, not later than 60 days after completion of services.

6.04 UNIVERSITY's invoice shall be on a form approved or supplied by COUNTY and provide such information as is required by COUNTY. Payments to UNIVERSITY should be released by COUNTY no later than thirty (30) calendar days after receipt of the correctly completed invoice.

6.05 All invoices to COUNTY shall be supported, at UNIVERSITY, by source documentation including, but not limited to, ledgers, journals, time sheets, invoices, bank statements, canceled checks, receipts, receiving records and records of services will be provided upon request.

6.06 County may withhold or delay any payment if UNIVERSITY fails to comply with any provision of the Contract.

6.07 COUNTY shall not reimburse UNIVERSITY for services provided beyond the expiration and/or termination of the Contract, except as may otherwise be provided under the Contract, or specifically agreed upon in a subsequent Contract.

6.08 Payment Terms specific to the services provided by the UNIVERSITY are located in Exhibit A, Statement of Work, of this Agreement. To the extent inconsistency exists between Article 6.0, Payment Conditions, and Exhibit A Payment Terms of this Agreement, the Payment Terms of Exhibit A shall prevail in the order of precedence.

7.0 TERMINATION.

7.01 During the term of this Agreement, either Party may terminate the Agreement with cause, with 30 calendar days written prior notice to the other Party. "Cause" shall include, but is not limited to, the failure of UNIVERSITY to perform the required services in a manner materially inconsistent with this Agreement. In the event of termination for cause, the Party alleged to be in failure of performance shall have 20 calendar days from the date of notice to cure the stated failure in performance ("Cure Period"). To the extent a longer period of cure may be reasonably necessary, the Parties may agree to extend the Cure Period beyond the initial 20 calendar days. If the Party fails to cure the breach within the Cure Period, or its extension as applicable, the Agreement shall be deemed terminated as of the date the Cure Period expires.

7.02 In the event of termination for cause by COUNTY, the amount payable to UNIVERSITY under this Agreement shall be reduced in proportion to the services provided, including non-cancelable commitments, prior to the date of termination. In the event of termination for cause, the County may proceed with the work in any manner which the County deems proper. Any costs incurred by and/or owed to the County as a result of the termination for cause, including procuring a new provider to complete the Agreement, shall be deducted from any sum due the UNIVERSITY under this Agreement.

7.03 The County reserves the right to terminate this Agreement without cause upon 30 calendar days prior written notice to UNIVERSITY. In the event of such a termination, the UNIVERSITY shall be paid for all work performed, all costs incurred, and all non-cancelable commitments in place up to and including the date of termination. The UNIVERSITY may terminate this Agreement without cause in the event of the departure from employment of UNIVERSITY key personnel, such that UNIVERSITY would no longer possess the expertise to the complete the services hereunder.

7.04 The County's payments to UNIVERSITY under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to UNIVERSITY, and the obligations of the Parties under this Agreement shall terminate immediately, or on such date thereafter as the County may specify in its notice, unless in the meanwhile the patties enter into a written amendment modifying this Agreement. In the event of such a termination, County shall pay UNIVERSITY for all services provided and any non-cancelable commitments made prior to the date of termination.

Appendix M: Personal Services Agreement-Syracuse University & Mariposa County (PADS) (Page 4 of 14)

8.0 INDEMNIFICATION.

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

9.0 INSURANCE REQUIREMENTS.

9.01 Evidence of Coverage:

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

UNIVERSITY agrees to keep such insurance coverage, Certificates of Insurance, evidence of self-insurance and endorsements on deposit with the County during the entire term of this Contract. In addition, all subcontractors performing work on behalf of UNIVERSITY pursuant to this Contract shall obtain insurance subject to the same terms and conditions as set forth herein for UNIVERSITY.

UNIVERSITY shall ensure that all subcontractors performing work on behalf of UNIVERSITY pursuant to this Contract shall be covered under UNIVERSITY's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for UNIVERSITY. UNIVERSITY shall not allow subcontractors to work if subcontractors have less than the level of coverage required by County from UNIVERSITY under this Contract. It is the obligation of UNIVERSITY to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by UNIVERSITY through the entirety of this Contract for inspection by County representative(s) at any reasonable time.

This verification of coverage shall be sent to the County's Contracts/Purchasing Department unless otherwise directed. The UNIVERSITY shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the UNIVERSITY.

9.02 Qualifying Insurers:

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

Appendix M: Personal Services Agreement-Syracuse University & Mariposa County (PADS) (Page 5 of 14)

If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

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

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

Professional Liability Insurance, $1,000,000 per claims made with $1,000,000 aggregate.

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

9.04 Other Requirements:

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

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit cancellation or intended non-renewal thereof. UNIVERSITY shall notify County in writing within thirty ten (10) days for non-payment of premium and provide a copy of the cancellation notice to County. Failure to provide written notice of cancellation may constitute a material breach of the Contract, upon which the County may suspend or terminate this Contract.

Each policy shall provide coverage for UNIVERSITY and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements. Commercial general liability shall provide an endorsement naming the County of _____, its elected and appointed officials, officers, agents, and

Appendix M: Personal Services Agreement-Syracuse University & Mariposa County (PADS) (Page 6 of 14)

employees as Additional Insureds or provide blanket coverage, which will state AS REQUIRED BY WRITTEN CONTRACT with respect to liability arising out of the UNIVERSITY's work, including ongoing and completed operations and shall further provide that such insurance is primary. Any insurance or self-insurance maintained by the County shall be excess and non-contributing. and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the UNIVERSITY'S insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000) or a form at least as broad. The required endorsement for primary non-contributing is ISO form CG 20 01 04 13, or a form at least as broad.

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the County of _____, its elected and appointed officials, officers, agents and employees or provide blanket coverage, which will state AS REQUIRED BY WRITTEN CONTRACT.

All insurance policies required by this Contract shall waive all rights of subrogation against the County of _____, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

The Commercial General Liability policy shall contain a severability of interests clause also known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).

Prior to the execution of this Agreement by the County, UNIVERSITY shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the UNIVERSITY has in effect the insurance required by this Agreement. The UNIVERSITY shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file.

Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

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

All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any self-insured retention (SIR) in an amount in excess of Fifty Thousand Dollars ($50,000) shall specifically be approved by the County's Risk Manager, or designee, upon

review of University's current audited financial report. If University's SIR is approved, University, in addition to, and without limitation of, any other indemnity provision(s) in this Agreement, agrees to all of the following:

1) In addition to the duty to indemnify and hold the County harmless against any and all liability, claim, demand or suit resulting from University's, its agents, employee's or subcontractor's performance of this Agreement, University shall defend the County at its sole cost and expense with counsel approved by Board of Supervisors against same; and
2) University's duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and
3) The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and the University's SIR provision shall be interpreted as though the Agreement was an insurer and the County was the insured.

County expressly retains the right to require Contractor to increase or decrease insurance of any of the above insurance types throughout the term of this Contract. Any increase or decrease in insurance will be as deemed by County of _____ Risk Manager as appropriate to adequately protect County.

County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable Certificates of Insurance and endorsements with County incorporating such changes within thirty (30) days of receipt of such notice, this Contract may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.

If the University fails to maintain insurance acceptable to the County for the full term of this Agreement, the County may terminate this Agreement for cause.

10.0 RECORDS AND CONFIDENTIALITY.

10.01 Confidentiality. UNIVERSITY and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. UNIVERSITY shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement unless County specifically permits UNIVERSITY to disclose such records or information, provided, however, that UNIVERSITY may make any disclosures required by and law and respond to a subpoena lawfully issued by a court of competent jurisdiction. UNIVERSITY shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. UNIVERSITY shall not use any confidential information gained by UNIVERSITY in the performance of this Agreement except for the sole purpose

of carrying out UNIVERSITY's obligations under this Agreement.

10.02 County Records. When this Agreement expires or terminates UNIVERSITY shall upon County's request, return to County any County records which UNIVERSITY used or received from County to perform services under this Agreement.

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

10.04 Access to and Audit of Records. With reasonable prior written notice, and at times during UNIVERSITY's normal business hours, the County shall have the right to examine, monitor and audit those records, documents, conditions and activities of the UNIVERSITY and its subcontractors that are directly related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of $10,000, the Parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

10.05 Royalties and Inventions. County shall have a royalty-free, non-exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced by UNIVERSITY under this Agreement. UNIVERSITY shall not publish any material containing any confidential information the County disclosed in connection with this Agreement without the prior written approval of County.

11.0 NON-DISCRIMINATION.

11.01 Non-Discrimination. In the performance of this Contract, UNIVERSITY agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. UNIVERSITY acknowledges that a violation of this provision shall subject UNIVERSITY to penalties pursuant to Section 1741 of the California Labor Code.

12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS.

12.01 If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the

grantee, UNIVERSITY will comply with all the provisions of said contract, to the extent applicable to UNIVERSITY as a subgrantee under said contract and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to UNIVERSITY, at no cost to UNIVERSITY.

13.0 INDEPENDENT CONTRACTOR.

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

14.0 NOTICES.

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

FOR COUNTY	**FOR UNIVERSITY**
Lesa Weinert 200 W. Santa Ana Blvd., Suite #650 Santa Ana, CA 92701	Stuart Taub, Director 211 Lyman Hall Syracuse, NY 13244
714-834-5244	315-443-9356

15.0 MISCELLANEOUS PROVISIONS.

UNIVERSITY shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with County interests. In addition to UNIVERSITY, this obligation shall apply to UNIVERSITY's employees, agents, and subcontractors associated with the provision of goods and services provided under this Agreement. UNIVERSITY's efforts shall include, but not be limited to establishing rules and procedures preventing its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers in the performance of their duties.

Appendix M: Personal Services Agreement-Syracuse University & Mariposa County (PADS) (Page 10 of 14)

15.01 Consent to Breach Not Waiver: No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. Any consent by any Party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.

15.02 Amendment. This Agreement may be amended or modified only by an instrument in writing signed by the County and the UNIVERSITY.

15.03 Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the UNIVERSITY. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.

15.04 UNIVERSITY. The term "UNIVERSITY" as used in this Agreement includes UNIVERSITY's officers, agents and employees acting on UNIVERSITY's behalf in the performance of this Agreement.

15.05 Dispute Resolution. Any dispute or disagreement among the Parties in relation to this Agreement (a "Dispute") shall initially be referred to senior representatives of each Party with authority to resolve such Dispute, who shall use good faith efforts to resolve such Dispute. In the event that the parties' representatives are unable to resolve a Dispute pursuant to the foregoing sentence within thirty (30) days, before resorting to any other legal remedy (other than provisional equitable remedies such as temporary injunction and/or restraining order), the parties shall attempt in good faith to resolve any such controversy or claim by mediation before and in compliance with the rules established by any mutually acceptable alternative dispute resolution organization, including, but not limited to the CPR Institute for Dispute Resolution ("CPR"). If the matter has not been resolved by mediation within sixty (60) days of the commencement of such procedure (which period may be extended by mutual agreement), either party may seek relief in a court of competent jurisdiction.

15.06 Successors and Assignment. The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the Parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned by UNIVERSITY without the express written consent of County. Any attempt by UNIVERSITY to assign the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.

15.07 Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.

15.08 Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.

15.09 Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.

15.11 Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.

15.12 Non-exclusive Agreement. This Agreement is non-exclusive and both County and UNIVERSITY expressly reserve the right to contract with other entities for the same or similar services.

Appendix M: Personal Services Agreement-Syracuse University & Mariposa County (PADS) (Page 11 of 14)

15.13 Construction of Agreement. The County and UNIVERSITY agree that each Party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.

15.14 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

15.15 Authority. Any individual executing this Agreement on behalf of the County, or the UNIVERSITY represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the patty to the terms and conditions of this Agreement.

15.16 Integration. This Agreement, including the exhibits, represent the entire Agreement between the County and the UNIVERSITY with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the UNIVERSITY as of the effective date of this Agreement which is the date that the County signs the Agreement.

15.17 Interpretation of Conflicting Provisions. Except for Article 6.00 Payment Provisions, where Exhibit A Payment Terms shall prevail, in the event of any conflict or inconsistency between any other provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

15.18 Force Majeure. The UNIVERSITY will not be liable for any failure or delay in performing its obligations under this Agreement due to any cause, event or circumstance beyond its or its subcontractors' reasonable control, including without limitation, acts of God, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of public utilities or internet service providers, natural catastrophes, governmental acts or omissions or fire. County acknowledges and agrees that COVID-19 is and shall continue to be a force majeure event to the extent that any law, regulation, governmental order, quarantine requirement or health or safety concern affects the UNIVERSITY's or its subcontractors' ability to perform the services set forth in this Agreement.

15.19 Severability. If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

15.20 Debarment. UNIVERSITY shall certify that neither UNIVERSITY nor its principles are presently debarred, proposed for debarment, declared ineligible or voluntarily excluded from participation in the transaction by any federal department or agency. Where UNIVERSITY as the recipient of federal funds, is unable to certify to any of the statements in the certification, UNIVERSITY must include an explanation with their bid/proposal. Debarment, pending debarment, declared ineligibility or voluntary exclusion from participation by any federal department or agency may result in the bid/proposal being deemed non-responsible.

Appendix M: Personal Services Agreement-Syracuse University & Mariposa County (PADS) (Page 12 of 14)

15.21 Lobbying. On best information and belief, UNIVERSITY certifies no federal appropriated funds have been paid or will be paid by, or on behalf of, UNIVERSITY to any person for influencing or attempting to influence 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.

15.22 Taxes. Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax. Out-of-state contractors shall indicate California Board of Equalization permit number and sales permit number on invoices, if California sales tax is added and collectable. If no permit numbers are shown, sales tax will be deducted from payment. The Auditor-Controller will then pay use tax directly to the State of California in lieu of payment of sales tax to the UNIVERSITY.

15.23 Patent/Copyright Materials/Proprietary Infringement. Unless otherwise expressly provided in this Contract, UNIVERSITY shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. UNIVERSITY warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. UNIVERSITY agrees that, in accordance with the more specific requirement contained in Section 8, above, it shall indemnify, defend and hold County and County Indemnitees harmless from any and all such infringement claims.

15.24 Changes. UNIVERSITY shall make no changes in the work or perform any additional work without the County's specific written approval.

15.25 Change of Ownership/Name, Litigation Status, Conflicts with County Interests. UNIVERSITY agrees that if there is a change or transfer in ownership of UNIVERSITY's business prior to completion of this Contract, and the County agrees to an assignment of the Contract, the new owners shall be required under the terms of sale or other instruments of transfer to assume UNIVERSITY's duties and obligations contained in this Contract, and complete them to the satisfaction of the County.

In addition, UNIVERSITY has the duty to notify the County in writing of any change in the UNIVERSITY's status with respect to name changes that do not require an assignment of the Contract. The UNIVERSITY is also obligated to notify the County in writing if the UNIVERSITY becomes a party to any litigation against the County, or a party to litigation that may reasonably affect the UNIVERSITY's performance under the Contract, as well as any potential conflicts of interest between UNIVERSITY and County that may arise prior to or during the period of Contract performance. While UNIVERSITY will be required to provide this information without prompting from the County any time there is a change in UNIVERSITY's name, conflict of interest or litigation status, UNIVERSITY must also provide an update to the County of its status in these areas whenever requested by the County.

Appendix M: Personal Services Agreement-Syracuse University & Mariposa County (PADS) (Page 13 of 14)

The UNIVERSITY shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with County interests. In addition to the UNIVERSITY, this obligation shall apply to the UNIVERSITY's employees, agents, and subcontractors associated with the provision of goods and services provided under this Contract. The UNIVERSITY's efforts shall include, but not be limited to establishing rules and procedures preventing its employees, agents, and subcontractors from providing or

15.26 Compliance with Laws. UNIVERSITY represents and warrants that services to be provided under this Contract shall materially comply, at UNIVERSITY's expense, with all, laws, statutes, restrictions, ordinances, , and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on UNIVERSITY to ensure such compliance, and pursuant to the requirements of paragraph 8.0. UNIVERSITY agrees that it shall defend, indemnify and hold County and County Indemnitees harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.

15.27 Attorney Fees. In any action or proceeding to enforce or interpret any provision of this Contract, each Party shall bear their own attorney's fees, costs and expenses.

15.28 Interpretation. This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each Party had been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each Party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other Party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the Party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to effect the purpose of the Parties and this Contract.

15.29 Employee Eligibility Verification. The UNIVERSITY warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The UNIVERSITY shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The UNIVERSITY shall retain all such documentation for all covered employees for the period prescribed by the law. The UNIVERSITY shall indemnify and hold harmless the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the UNIVERSITY or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

15.30 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,

Appendix M: Personal Services Agreement-Syracuse University & Mariposa County (PADS) (Page 14 of 14)

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.

16.0 SIGNATURE PAGE.

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

COUNTY OF _____

By: _____

Agency Director

Date: _____

SYRACUSE UNIVERSITY

By: _____

Date: _____

Statement of Work

Psychiatric Advanced Directives (PADs)

Mental Health Services Act INNovations Project Activities in

_____ County, California

I. SCOPE OF WORK

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

- Review of Subcontracts with outside parties to ensure completeness, accuracy, and conformity with County policies and applicable California State and Federal regulations.
- Review of Subcontracts to ensure alignment with the Approved MHSA PADs INNovation project dated June 24, 2021.
- Background vetting and checks of potential vendors.
- Obtaining and issuing required tax forms.
- Review of invoices for accuracy and compliance and within the scope of the project.
- Ensure that payments to vendors made accurately and timely.

B. BBI will serve as a subject matter expert in the fields of evaluation, disability rights, technology, legislation and policy advocacy, and other areas, to assist all parties, upon request and as needed and appropriate, in the development and implementation of this project. Peter Blanck, Ph.D, J.D. (Principal Investigator), and Jonathan Martinis, J.D., will lead this effort for BBI, along with other staff as needed.

II. APPROVED BUDGET, BUDGET NARRATIVE, AND PAYMENT TERMS

A. Operating Costs

Direct Operating Costs include salary and fringe costs for personnel and related costs to accomplish the objectives as described above. Peter Blanck, Ph.D., J.D., Principal Investigator will

provide .7 summer months of effort and similar time as in-kind to the project during academic months in each of the four years of the project to direct oversight of all project activities.

Jonathan Martinis, J.D., Esq., will serve as Co-Project Director and subject matter expert in an advisory capacity, providing 1.2 calendar months of effort in each of the four years of the project.

Michael Morris, J.D., BBI Senior Advisor and Diana Foote, M.B.A., Director of Operations and Business Manager will provide 1.8 calendar months and .6 calendar months, respectively, in each year of the project. They will provide oversight to the Project Coordinator and coordinate with SU departments to ensure fiscal activities are in compliance with all applicable regulations, and all required forms are obtained and filed.

A Project Coordinator (TBD) will provide support to the project leads, preparing and maintaining detailed documents necessary for the financial transactions of the project, and maintain project scheduling and draft project related documents.

Other Direct Operating Costs include the project specific supplies, materials and software at an average of _____ each year, and travel anticipated for project staff to attend project meetings with the County and Project Subcontractors budgeted at $_____ per year.

Direct Operating Costs are budgeted at $_____ in Year 1, $_____ in Year 2, $_____ in Year 3, and $_____in Year 4 for a four-year total of $_____.

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

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

Indirect Costs are budgeted at $_____ in Year 1, $_____in Year 2, $_____in Year 3, and $-

_____ in Year 4 for a four-year total of $_____.

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

1. **Project Management –** the budget for case management and full project oversight is $_____ in Year 1, $_____in Year 2, $_____ in Year 3, and $_____ in Year 4 for a four-year total of $v_____ The currently proposed Project Manager Contractor is Concepts Forward Consulting.
2. **PAD Training** – the total budget for training in PADs, participation in stakeholder discussion, county technical assistance, legislation expertise, personnel stipends and PADs presentations is $_____ in Year 1, $_____ in Year 2, $_____ in Year 3, and $_____ in Year 4 for a four-year total of $_____. The currently proposed PAD Training Contractor is Laurie Hallmark.

Appendix N: Burton Blatt Institute Scope of Work (PADS) (Page 3 of 5)

3. **Evaluation** – the evaluation activities are budgeted at $_____ in Year 1, $_____ in Year 2, $_____ in Year 3, and $_____ in Year 4 for a four-year total of $_____. The currently proposed Evaluation contractor is RAND Corporation

4. **Media/Marketing** – contractor costs to provide expert consultation with stakeholders and create a statewide platform to educate about PADs are budgeted at $_____in Year 1, $-_____in Year 2, $_____ in Year 3, and $_____ in Year 4 for a four-year total of $_____. The currently proposed Media/Marketing contractor is Idea Engineering.

5. **Technology Platform** – contractor costs to develop a secure, private and accessible PADs technology platform are $_____ in all four years of the project for a total of $_____. The currently proposed Technology Platform contractor is Chorus.

Total costs for Contracts are in Year 1, $_____in Year 2, $___ in Year 3, and $_____ in Year 4 for a four-year total of __.

Appendix N: Burton Blatt Institute Scope of Work (PADS) (Page 4 of 5)

III. APPROVED BUDGET: BUDGET SUMMARY

III. APPROVED BUDGET: BUDGET SUMMARY

_____ COUNTY – BBI – BUDGET BY FISCAL YEAR AND SPECIFIC BUDGET CATEGORY						
EXPENDITURES						
	PERSONNEL COSTS (salaries, wages, benefits)	**FY 21/22**	**FY 22/23**	**FY 23/24**	**FY 24/25**	**TOTAL**
1.	Salaries					
2.	Direct Costs					
3.	Indirect Costs					
4.	**Total Personnel Costs**					$
	OPERATING COSTS					
5.	Direct Costs					
6.	Indirect Costs					
7.	**Total Operating Costs**					
	NON-RECURRING COSTS (equipment, technology)					
8.	Equipment – laptop					
10.	**Total non-recurring costs**					$
	CONSULTANT COSTS / CONTRACTS (clinical, training, facilitator, evaluation)					
11.	Project Management					
11.	PAD Trainer					
11.	Evaluation					
11.	Media/Marketing					
11.	Technology Platform					
13.	**Total Consultant Costs**					
	OTHER EXPENDITURES (please explain in budget narrative)					
14.	Direct Costs					
15.	Indirect Costs					
16.	**Total Other Expenditures**					$

	BUDGET TOTALS					
	Personnel (total of line 1)					
	Direct Costs (add lines 2, 5, and 11 from above)					
	Indirect Costs (add lines 3, 6, and 12 from above)					
	Non-recurring costs (total of line 10)					
	Other Expenditures (total of line 16)					
	TOTAL INNOVATION BUDGET					

Appendix N: Burton Blatt Institute Scope of Work (PADS) (Page 5 of 5)

IV. PAYMENT TERMS: COST REIMBURSEMENT

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

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

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

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

Syracuse University

Bursar's Office

Attn: Director, Sponsored Accounting
119 Bowne Hall

Syracuse, NY 13244
Email: contacct@syr.edu
Tel: 315-443-2089

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

Appendix O: Subcontractor Standard Agreements (PADs) (Page 1 of 12)

SUBAWARD AGREEMENT

Subaward #32789-Multi-S06

This Subaward Agreement (the "Agreement") is entered into between Syracuse University ("SU"), a private institution of higher education with an office at 211 Lyman Hall, Syracuse, New York 13244-1200, and _____ ("Subrecipient"), a _____ organization with offices located at _____. SU and Subrecipient being collectively referred to as the "Parties" and each individually a "Party."

WHEREAS multiple counties in the State of California, ("Sponsors") as part of a multi-county collaborative mental health services act innovation project in the State of California, have awarded SU county specific service awards, ("Prime Agreements"), to conduct a service project entitled "Psychiatric Advance Directives Project (PADS)". The responsible counties in the collaborative mental health services act innovation project in the State of California are as follows:

County	Award Number

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

I. GENERAL DESCRIPTION

A. SU hereby engages Subrecipient to perform, and Subrecipient hereby agrees to perform, the services described in **Exhibit A, Statement of Work**, in conformity with the terms of this Agreement.

II. TERM OF AGREEMENT

A. The overall term of this Agreement is from _____ to _____ unless sooner terminated pursuant to the terms of this Agreement.

B. This Agreement and subsequent amendments are of no force or effect until signed by both Subrecipient and SU and with SU signing last.

III. CONTRACT TYPE, VALUE, AND FUNDING

A. The total value of this cost reimbursable Subaward Agreement is $____ for an overall term of _____ - _____. Budget periods applicable to this Agreement are outlined below. This Agreement is incrementally funded for Budget Period 1 in the amount of **$_____**.

1. BUDGET PERIODS
   a) *Budget Period 1* – _____ - _____
   b) *Budget Period 2* –_____ - _____
   c) *Budget Period 3* – _____ - _____

B. It is anticipated that subaward amendments will be issued to provide additional funding for the remaining budget periods to cover the fully estimated cost for the entire period of performance.

C. SU is not obligated to reimburse the Subrecipient in excess of the funding amount allotted to the contract.

D. Carryover of funds from one budget period to the next is automatic and does not require prior approval.

E. Exhibit B provides budget detail for Budget Periods 1-3.

IV. SCOPE OF SERVICES AND ADDITIONAL PROVISIONS.

A. The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

1. **Exhibit A, Statement of Work**, which describes the Scope of Services to be provided under this Agreement.

2. **Exhibit B, Approved Budget**, including line-item budget detail and budget narrative. The Subrecipient is authorized to manage expenditures in accordance with the overall budget amount.

B. Research Involving Human Subjects - If human subjects are used in this research:

1. Subrecipient agrees to provide SU with:

   a) *Certification that an appropriate institutional committee has reviewed and approved the procedures, which involve human subjects; or*

   b) *A reliance agreement documenting review and approval by an independent IRB or an IRB of another institution.*

2. The Subrecipient certifies that any submitted IRB approval represents a valid, approved protocol that is entirely consistent with the Project associated with this subaward.

3. In no event shall Subrecipient submit invoices or be reimbursed for any human subjects related expenses incurred in a period where any applicable IRB approval is not properly in place.

4. The Subrecipient agrees that the rights and welfare of human subjects will be protected in accordance with policies established by Title 45, CFR, Part 46, Protection of Human Subjects.

5. Subrecipient shall bear full responsibility for the proper and safe performance of its work and services involving the use of human subjects under this Agreement.

C. The Subrecipient shall render reports as required by the Lead Project Manager including:

1. An annual Summary Report which shall be included in the progress report required under the Prime Agreements and

2. A Final Progress Report due at the end of the final project period.

3. The Lead Project Manager shall notify the Project Director of the format and timing of such required Technical Reports and any other such reports as may be required.

V. Appendix O: Subcontractor Standard Agreements (PADS) (Page 3 of 12)

VI. PERSONNEL

A. The Principal Investigator of the Prime Agreements is **Peter Blanck**, who shall be responsible for:

1. Issuing multiple subawards and working in tandem with the Lead Project Manager, to provide oversight of Subrecipients' operational, legal, and fiscal activities related of the work to be performed under the Prime Agreements.

2. Providing first level of oversight of all financial transactions; budgets and invoices including approved direct and indirect costs on the Sponsor's behalf.

B. Subrecipient's Project Director for the Statement of Work shall be _____, who shall not be replaced without prior written approval of SU and Sponsors.

C. Sponsors have identified **Kiran Sahota of Concepts Forward Consulting** as the Lead Project Manager to act as liaison to the Sponsors, Subrecipients and outside collaborators. She will organize and oversee the progress on the Scopes of Work and work product of all subrecipients; ensuring all tasks are completed; review all subrecipient invoicing prior to payment approval; act as point of contact between participating counties and all subrecipients; and will facilitate operational requests and/or mitigate challenges with subrecipients.

D. Subrecipient provides reasonable assurance that its agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required.

E. Subrecipient, its agents, employees, and contractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

F. Subrecipient shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement.

VII. PAYMENT TERMS

B. SU shall reimburse Subrecipient for allowable costs incurred in accordance with the terms of this Agreement, up to the total funded amount as indicated in **III-Contract Type, Value, and Funding** and in accordance with Exhibit B.

A. Reimbursement shall be made by SU upon receipt of itemized invoices prepared in accordance with payment terms below and the Statement of Work – Exhibit A.

B. Invoices should be sent directly

to: Syracuse University
Office of Sponsored Programs
211 Lyman Hall
Syracuse, NY 13244
Heather DiBlasi, Subaward Administrator

Email: subawardadmin@syr.edu

C. Invoices shall be submitted not more frequently than monthly but must be submitted at least quarterly in arrears and in accordance with the Approved Budget, attached as **Exhibit B**.

D. Invoices must be submitted no later than 60 days after the completion of services. If there has been no activity for the quarter, a $0 invoice or correspondence indicating that there have been no expenditures for the period is required.

E. Each invoice shall contain a minimum of the following information: Subrecipient name, invoice number and date; remittance address and phone number; the service period; remittance address and Subrecipient Subaward Number. Invoices must also include current and cumulative costs, cost breakdown by major cost category, and a signed certification acknowledging the truth and accuracy of the contents.

F. Subrecipient shall retain records of such expenditures for examination by SU.

G. The final invoice must be submitted promptly following completion of the work under this Agreement but in no event later than 45 days (or such longer period as SU may in its discretion approve in writing) from the date of such completion.

H. Payment to Subrecipient shall be contingent upon the availability of funding from the Sponsors under the Prime Agreements and upon Subrecipient spending funds in accordance with the Approved Budget in Exhibit B. SU shall promptly notify the Subrecipient if SU is notified that funding from the Sponsors is no longer available or is reduced and may terminate or modify this Agreement in accordance with Sponsor instructions.

I. SU reserves the right to withhold payment pending receipt of the Final Report.

II. PRIOR APPROVAL REQUIREMENTS

A. All subrecipients will work in unison for the overall benefit of participating Sponsors, with the goal of statewide systemic change. In accordance with rules set forth in the approved state project, if at any time a subrecipient fails to complete their duties or is unable to fulfill contractual obligations, the subrecipient may be terminated with prior notification to and approval of the Lead Project Manager, Sponsors, MHSOAC, and SU.

B. Any significant change to the scope of work or budget must be approved by Lead Project Manager, Sponsors, MHSOAC and SU.

C. Any re-allocation of funds between Expense Categories in the approved Budget Period will require prior approval. An Expense Category is defined as Total Personnel Costs, Total Services and Supplies, Total Other Direct and Total Contractors. Any re-allocation of more than 20% of an Expense Category would require prior approval and an amendment to the agreement. Line items changes within approved Expense Categories do not require prior approval.

I. TERMINATION

A. During the term of this Agreement, either Party may terminate the Agreement with cause, with 30 calendar days written prior notice to the other Party. "Cause" shall include, but is not limited to, the failure of Subrecipient to perform the required services in a manner materially consistent with this Agreement. In the event of termination for cause, the Party alleged to be in failure of performance shall have 20 calendar days from the date of notice to cure the stated failure in performance ("Cure Period"). To the extent a longer period of cure may be reasonably necessary, the Parties may agree to extend the Cure Period beyond the initial 20 calendar days. If the Party fails to cure the breach within the Cure Period, or its extension as applicable, the Agreement shall be deemed terminated as of the date the Cure Period expires.

B. In the event of termination for cause by SU, the amount payable to Subrecipient under this Agreement shall be reduced in proportion to the services provided, including non-cancelable commitments, prior to the date of termination. In the event of termination for cause, SU may proceed with the work in any manner which the SU deems proper. Any costs incurred by and/or owed to SU as a result of the termination for cause, including procuring a new provider to complete the Agreement, shall be deducted from any sum due the Subrecipient under this Agreement.

C. Either Party has the right to terminate this Agreement without cause upon 30 calendar days prior written notice. In the event of such a termination, the Subrecipient shall be paid for all work performed, all costs incurred, and all non-cancelable commitments in place up to and including the date of termination.

D. In the event of termination, the effective date of termination will be the thirtieth (30th) day after the delivery of written notice of termination unless an alternative date is agreed to by both parties.

E. SU's payments to Subrecipient under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for SU's purchase of the indicated quantity of services, then SU may give written notice of this fact to Subrecipient, and the obligations of the Parties under this Agreement shall terminate immediately, or on such date thereafter as SU may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement. In the event of such a termination, SU shall pay Subrecipient for all services provided and any non-cancelable commitments made prior to the date of termination.

II. INDEMNIFICATION

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

III. INSURANCE REQUIREMENTS.

A. Evidence of Coverage:

1. Prior to the execution of this Agreement by SU, the Subrecipient shall file certificates of insurance with SU's Office of Sponsored Programs, showing that the Subrecipient has in effect the insurance required by this Agreement.

2. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

3. Subrecipient shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and upon request by SU, provide annual certificates to SU's Office of Sponsored Programs. If the certificate is not received by the expiration date, SU shall notify the Subrecipient and the Subrecipient shall have five business days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by the Subrecipient to maintain such insurance is a default of this Agreement, which entitles SU, at its sole discretion, to terminate this Agreement immediately.

4. Subrecipient shall ensure that all subcontractors performing work on behalf of the Subrecipient pursuant to this Agreement shall be covered under the Subrecipient's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for the Subrecipient. Subrecipient shall not allow subcontractors to work if subcontractors have less than the level of coverage required by SU from the Subrecipient under this Agreement. It is the obligation of the subrecipient to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by the Subrecipient through the entirety of this Agreement for inspection by SU representative(s) at any reasonable time.

B. Qualifying Insurers:

1. All insurance required by this Agreement shall be with a company acceptable to SU.

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

C. Insurance Coverage Requirements:

1. Without limiting the Subrecipient's duty to indemnify, the Subrecipient shall maintain in effect throughout the term of this Agreement a policy or policies of insurance or self-insurance with the following minimum limits of liability:

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

   b) *Professional Liability Insurance, $1,000,000 per claims made with $1,000,000 aggregate.*

a) Workers' Compensation Insurance, if Subrecipient employs others in the performance of this Agreement, limits not less than $1,000,000 each person, $1,000,000 each accident and

a. *$1,000,000 each disease.* Other Requirements:

i. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date the Subrecipient completes its performance of services under this Agreement.

ii. Each liability policy shall provide that SU shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit cancellation or intended non-renewal thereof.

iii. Each policy shall provide coverage for the Subrecipient and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

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

v. Any increase or decrease request for any of the above insurance types throughout the term of this Agreement will require agreement by the parties as signified by a bilateral amendment to this Agreement.

vi. If the Subrecipient fails to maintain insurance as specified in this Agreement for the full term of this Agreement, SU may terminate this Agreement for cause.

Appendix O: Subcontractor Standard Agreements (PADS) (Page 8 of 12)

I. RECORDS AND CONFIDENTIALITY.

A. Confidentiality. Subrecipient and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. SU and Subrecipient acknowledge that it may be necessary to disclose information to each other which each party considers proprietary or confidential in order to perform the Project. To preserve the proprietary or confidential nature of such information, SU and _____ agree to either: (a) clearly mark the term "CONFIDENTIAL INFORMATION" upon the information disclosure and forward it only to the other party in writing or (b) orally disclose to the other party the proprietary or confidential information and subsequently indicate the confidential nature of such information in a writing addressed to the other party, via certified or registered mail, and clearly mark the writing or information with the term "CONFIDENTIAL INFORMATION" and deliver it to the other party within thirty (30) days of disclosure. Subrecipient shall not disclose any confidential records or other confidential information received from SU or the Sponsors or prepared in connection with the performance of this Agreement unless SU specifically permits the Subrecipient to disclose such records or information, provided, however, that the Subrecipient may make any disclosures required by law and respond to a subpoena lawfully issued by a court of competent jurisdiction. Subrecipient shall promptly transmit to SU any and all requests for disclosure of any such confidential records or information. Subrecipient shall not use any confidential information gained by the Subrecipient in the performance of this Agreement except for the sole purpose of carrying out the Subrecipient's obligations under this Agreement.

B. SU Records. When this Agreement expires or terminates Subrecipient shall upon SU's request, return to SU any SU records which the Subrecipient used or received from SU to perform services under this Agreement.

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

D. Access to and Audit of Records. With reasonable prior written notice, and at times during the Subrecipient's normal business hours, SU or the Prime Sponsors shall have the right to examine, monitor and audit those records, documents, conditions, and activities of the Subrecipient and its subcontractors that are directly related to services provided under this Agreement.

E. Royalties and Inventions. SU shall have a royalty-free, non-exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced by the Subrecipient under this Agreement. Subrecipient shall not publish any material containing any confidential information SU disclosed in connection with this Agreement without the prior written approval of SU.

Appendix O: Subcontractor Standard Agreements (PADS) (Page 9 of 12)

I. NON-DISCRIMINATION.

A. During the performance of this Agreement, the Subrecipient and its subcontractors, shall not unlawfully discriminate against any person because of race religious creed, color, sex, national origin ancestry physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in the Subrecipient's employment practices or in the furnishing of services to recipients.

B. The Subrecipient shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. The Subrecipient and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

II. INDEPENDENT CONTRACTOR.

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

III. NOTICES.

Notices required under this Agreement shall be delivered to the SU and Subrecipient's administrators at the addresses listed below:

For: SU	For: _____
Lisa V Kaley-Heyn	_____
Associate Director – Office of Sponsored Programs	_____
211 Lyman Hall	_____
Syracuse, NY 13244	_____
315-443-9357	_____
Lvkaleyh@syr.edu	_____

IV. MISCELLANEOUS PROVISIONS.

Appendix O: Subcontractor Standard Agreements (PADS) (Page 10 of 12)

A. Conflict of Interest. The Subrecipient shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with SU's interests. In addition to the Subrecipient, this obligation shall apply to Subrecipient's employees, agents, and subcontractors associated with the provision of goods and services provided under this Agreement. The Subrecipient's efforts shall include, but not be limited to establishing rules and procedures preventing its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence SU staff or elected officers in the performance of their duties.

B. Consent to Breach Not Waiver: No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. Any consent by any Party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.

C. Amendment. This Agreement may be amended or modified only by an instrument in writing signed by SU and the Subrecipient.

D. Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by SU and the Subrecipient. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.

E. Subrecipient. The term "Subrecipient" as used in this Agreement includes Subrecipient's officers, agents and employees acting on the Subrecipient's behalf in the performance of this Agreement.

F. Dispute Resolution. Any dispute or disagreement among the Parties in relation to this Agreement (a "Dispute") shall initially be referred to senior representatives of each Party with authority to resolve such Dispute, who shall use good faith efforts to resolve such Dispute. In the event that the parties' representatives are unable to resolve a Dispute pursuant to the foregoing sentence within thirty (30) days, before resorting to any other legal remedy (other than provisional equitable remedies such as temporary injunction and/or restraining order), the parties shall attempt in good faith to resolve any such controversy or claim by mediation before and in compliance with the rules established by any mutually acceptable alternative dispute resolution organization, including, but not limited to the CPR Institute for Dispute Resolution ("CPR"). If the matter has not been resolved by mediation within sixty (60) days of the commencement of such procedure (which period may be extended by mutual agreement), either party may seek relief in a court of competent jurisdiction.

G. Successors and Assignment. The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the Parties. Furthermore, neither the performance of this Agreement nor any portion thereof may be assigned by the Subrecipient without the express written consent of SU. Any attempt by the Subrecipient to assign the performance or any portion thereof of this Agreement without the express written consent of SU shall be invalid and shall constitute a breach of this Agreement.

H. Compliance with Laws. Subrecipient represents and warrants that services to be provided under this Agreement shall materially comply, at the Subrecipient's expense, with all, laws, statutes, restrictions, ordinances, and regulations (collectively "laws"). The Subrecipient acknowledges that SU is relying on the Subrecipient to ensure such compliance. Subrecipient agrees that it shall defend, indemnify, and hold SU and SU Indemnitees harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.

V. Appendix O: Subcontractor Standard Agreements (PADS) (Page 11 of 12)

A. Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.

B. Non-exclusive Agreement. This Agreement is non-exclusive and both SU and the Subrecipient expressly reserve the right to contract with other entities for the same or similar services.

C. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

D. Authority. Any individual executing this Agreement on behalf of SU, or the Subrecipient represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.

E. Integration. This Agreement, including the exhibits, represent the entire Agreement between SU and the Subrecipient with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between SU and the Subrecipient as of the effective date of this Agreement.

F. Interpretation of Conflicting Provisions. In the event of any conflict or inconsistency between any other provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

G. Force Majeure. The Subrecipient will not be liable for any failure or delay in performing its obligations under this Agreement due to any cause, event or circumstance beyond its or its subcontractors' reasonable control, including without limitation, acts of God, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of public utilities or internet service providers, natural catastrophes, governmental acts or omissions or fire. SU acknowledges and agrees that COVID-19 is and shall continue to be a force majeure event to the extent that any law, regulation, governmental order, quarantine requirement or health or safety concern affects the Subrecipient's or its subcontractors' ability to perform the services set forth in this Agreement.

H. Severability. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

I. Debarment. Subrecipient shall certify that neither the Subrecipient nor its principles are presently debarred, proposed for debarment, declared ineligible or voluntarily excluded from participation in the transaction by any federal department or agency. Debarment, pending debarment, declared ineligibility or voluntary exclusion from participation by any federal department or agency may result in the bid/proposal being deemed non- responsible.

J. Lobbying. On best information and belief, the Subrecipient certifies no federal appropriated funds have been paid or will be paid by, or on behalf of, Subrecipient to any person for influencing or attempting to influence an officer 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.

K. Patent/Copyright Materials/Proprietary Infringement. Unless otherwise expressly provided in this Agreement, the Subrecipient shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Agreement. Subrecipient warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent,

proprietary right, or trade secret right of any third party. Subrecipient agrees that, in accordance with the more specific requirement contained in Section 8, above, it shall indemnify, defend and hold SU and SU Indemnitees harmless from any and all such infringement claims.

L. Changes. Subrecipient shall make no changes in the work or perform any additional work without SU's specific written approval.

M. Change of Ownership/Name, Litigation Status, Conflicts with County Interests. The Subrecipient agrees that if there is a change or transfer in ownership of the Subrecipient's business prior to completion of this Agreement, and SU agrees to an assignment of the Agreement, the new owners shall be required under the terms of sale or other instruments of transfer to assume the Subrecipient's duties and obligations contained in this Agreement, and complete them to the satisfaction of SU.

N. In addition, the Subrecipient has the duty to notify SU in writing of any change in the Subrecipient's status with respect to name changes that do not require an assignment of the Agreement. The Subrecipient is also obligated to notify SU in writing if the Subrecipient becomes a party to any litigation against SU, or a party to litigation that may reasonably affect the Subrecipients' performance under the Agreement, as well as any potential conflicts of interest between the Subrecipient and SU that may arise prior to or during the period of Agreement performance. While Subrecipient will be required to provide this information without prompting from SU any time there is a change in the Subrecipient's name, conflict of interest or litigation status, the Subrecipient must also provide an update to SU of its status in these areas whenever requested by SU.

O. The Subrecipient shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with SU interests. In addition to the Subrecipient, this obligation shall apply to the Subrecipient's employees, agents, and subcontractors associated with the provision of goods and services provided under this Agreement. The Subrecipients' efforts shall include, but not be limited to establishing rules and procedures preventing its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers in the performance of their duties.

P. Attorney Fees. In any action or proceeding to enforce or interpret any provision of this Agreement, each Party shall bear their own attorney's fees, costs and expenses.

Q. Employee Eligibility Verification. The Subrecipient warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Agreement meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Subrecipient shall obtain from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Subrecipient shall retain all such documentation for all covered employees for the period prescribed by the law. The Subrecipient shall indemnify and hold harmless SU, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Subrecipient or SU or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Agreement

VI. SIGNATURE PAGE.

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

Appendix P: August PADs Convening (PADs) (Page 1 of 4)

CONCEPTS FORWARD CONSULTING

Agenda
Tuesday, August 16, 2022

Host County: Fresno
1925 E. Dakota, Fresno CA 93726

10:00 am- 7:00 pm

MHSA Multi-County PADs Innovations Project

Time:		**Topic:**
10:00-10:15 am (15):		Arrive and settle
10:15-10:30 am (15):		Introductions
10:30-10:55 am (25):		Concepts Forward Consulting- Project overview and objectives
10:55-11:05 am (10):	*Break*	
11:05-11:25 am (20):		Syracuse University- Fiscal Process
11:25-11:45 am (20):		The Hallmark Compass- Process and questions
11:45 am-12:00 pm (15):		*Pass out lunch boxes*
12:00-12:20 pm (20):		Idea Engineering- Process and questions
12:20-12:40 pm (20):		RAND- Process and questions
12:40-1:00 pm (20):		Chorus Inc.- Process and questions
1:00-1:05 pm (5):	*Break*	

Appendix P: August PADs Convening (PADS) (Page 2 of 4)

1:05-1:25 pm (20):	Burton Blatt Institute - Process and questions
1:25-2:00 pm (35):	Next steps and Discussion
2:00-2:15 pm (15):	*Break*
2:15-3:00 pm (45):	*County-only debrief and discussion (onsite)* Sub-contractor to rendezvous back at the Fairfield
3:30-5:00pm (90):	*Sub-contractor debrief and coordination of efforts* Fairfield Marriott, 1535 N. Peach Ave, Fresno CA 93727 (6.6 miles)- small conference room County staff is encouraged at this time to attend to any work matters that have been postponed throughout the day.
5:30-7:00 pm (90):	*Project collaboration and dinner* Old Spaghetti Factory, 1610 E. Shaw Ave., Fresno, CA 93710

Appendix P: August PADs Convening (PADS) (Page 3 of 4)

CONCEPTSFORWARD
CONSULTING

MHSA Multi-County PADs Innovations Project

County and Subcontractor orientation and in-person collaboration

August 16, 2022

Agenda Review

Multi-County PADs Innovations Project

Mental Health Services Act

Innovations Incubator Purpose

- Developed by the Mental Health Services and Accountability Commission (MHSOAC) in the 2020-23 strategic Plan to:
- Increase access to mental health services to underserved groups, including but not limited to, services provided through permanent supportive housing.
- Promote interagency and community collaboration related to mental health services
- Seed money was provided by the MHSOAC to encourage counties to join a collaborative project.
- **Psychiatric Advance Directives** was one of the proposed Incubator projects.

Mental Health Plans

Seven MHPs, all will be known as "Counties"

- Approved June 2021:
  - Fresno
  - Mariposa
  - Montery
  - Orange
  - Shasta
- Approved May 2022:
  - Contra Costa
  - Tri-City Mental Health

6

Psychiatric Advance Directives

Multi-County Collaboration- Project Goal

Innovation Goal:

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

7

Psychiatric Advance Directives

Multi-County Collaboration- Project Purpose

Primary Purpose:

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

- Using PADs, current clients and non-engaged consumers will gain autonomy in decision-making toward their mental health care supports and services. This multi-County project will provide the groundwork for community collaboration, creating PADs Teams, a standardized PADs "tool-kit," and evaluate the process and success in engaging clients, non-engaged consumers, stakeholders such as first responders and hospitals, and the use of technology.

8

Approved Project

Scope of Work

- Engage the community, including consumers, first responders and hospitals;
- With county stakeholders, identify priority populations;
- Create a standardized PAD template;
- Create a standardized PAD training/facilitation to create a PAD;
- Create a standardized "tool kit" to include; education, policy, PAD template, and training (train the trainer) videos in multiple languages;
- Create a cloud-based technology access platform;
- Create and maintain a project website;
- Utilize Consumer/Peer voice throughout the project;
- Seek legislative and policy advocacy; and
- Evaluate the process for creating a PAD and the use of technology.

9

Appendix P: August PADs Convening (PADS) (Page 4 of 4)

County Scope of Work

County expectations

- Provide a project dedicated staff member to work on Project within the county, to coordinate with PM and Subcontractors.
- Provide peers to work on the Project or allow contracted peers to work within the county setting as requested by the County.
- County will choose 1-3 priority populations.
- County is county expert; County will make contact with FRs, HEDs, IPUs, to educate and engage in the Project.
- Assist Subcontractors with collaborative meetings with county Stakeholders.
- Participate in evaluation process requirements

10

How to Achieve Project Goals

Subcontractors -Subject Matter Experts (SME)

- CLC: Project Manager
- SU: Fiscal Intermediary
- The Hallmark Compass: PADs
- Idea Engineering: Mental health marketing and web
- RAND: PADs process evaluation
- Chorus Inc.: Technology build
- Burton Blatt Institute: Technology process evaluation
- Peer Contract: TBD

11

Layers

How do we do this?

- Don't forget this is Innovations
- Rollout simultaneously
  - Conversations and meetings with the PADs SME and county priority groups;
  - Hold stakeholder conversations with First Responders, hospitals, families, and consumers- for the template and "tool-kit" build;
  - Hold stakeholder conversations- for the technology build;
  - Create a project Website;
  - Evaluation of the process and technology; and
  - Create a Peer contract and work with peer voice on the above layers.

12

Role of the Project Manager

Concepts Forward Consulting

In alignment with Counties' needs and expectations will:

- Oversee the project in totality from start to completion;
- Lead County and Subcontractor activities throughout the Innovations process;
- Fiscal oversight of Subcontractors, invoices, and SOW;
- Managing relationships and County expectations;
- Assisting Counties in the coordination of stakeholder and subcontractor meetings;
- Creating written reports;
- Attend meetings as needed or requested;
- Maintain project website with assigned Subcontractor; and
- Maintain and/or adjust project deliverables and timelines.

13

Communication

County and Project Manager expectations

- While involved in the Project, all Counties and Subcontractors are expected to support the Project and its objectives.
- Regardless of your expertise, unless otherwise discussed, the County is the lead in county meetings and professionalism is the expectation.
- Counties are to contact agencies and will start all initial conversations within the county unless otherwise discussed.
- Communication is tracked through email, which allows the PM to track the Counties' process and progress, clarify questions and identify next steps.
- Subcontractors are encouraged to initiate conversations and set up meetings with the County project staff.

14

Meetings

Some of the meetings you can expect

- County Specific:
  - County to County monthly
    - Learning from each other
    - Invite individual Subcontractors
  - County and PM monthly
    - Status check-in
- Additional meeting possibilities
  - Stakeholder process (what is reasonable)
  - Roll-out and communication with Subcontractors
    - Individual Counties
    - How often should a County meet with Sub?
    - What are the meetings about?
    - Who should attend?

15

Meetings- Con't

Some of the meetings you can expect

- Fiscal meeting
  - Counties- quarterly or bi-annually?
  - Subcontractors- quarterly or bi-annually?
- Subcontractors with Counties
  - Large group format?
  - Quarterly as a group or bi-annually?
- Format
  - Flexibility
  - Hybrid, Video, In-person

16

CONCEPTSFORWARD
CONSULTING

Questions

FROM CONCEPT TO COMPLETION

Appendix Q: PADs Timeline (PADs) (Page 1 of 4)

Timeline		Q1 2023		
		January	February	March
Project Meetings				
Stakeholder Engagement	Painted Brain/CAMHPRO	Listening session planning & coord. + threshold languages Distribute info materials through Lead & Partner agencies, counties' social media platforms to aid recruitment. Hosting peer voice feedback sessions (January - April) for the template (2.5 hours, North, South and Central California) plus 1 virtual group for all 7 Counties.	Hosting peer voice feedback sessions (January - April) for the template (2.5 hours, North, South and Central California) plus 1 virtual group for all 7 Counties.	Hosting peer voice feedback sessions (January - April) for the template (2.5 hours, North, South and Central California) plus 1 virtual group for all 7 Counties.
	Idea Engineering	Continue brief conversational interviews with range of stakeholders: Peers, professionals, family members; all counties Participate in stakeholders sessions		

Appendix Q: PADs Timeline (PADS) (Page 2 of 4)

	Chorus	Obtain feedback and refine user personas, journeys, and product requirements through stakeholder engagement.		
	CFC/Counties			
PAD Template Development	Painted Brain/CAMHPRO			
	Idea Engineering			
	Chorus	Develop wireframe of PAD template that shows basic structure.		
	CFC/Counties			
Training Creation & Delivery	Painted Brain/CAMHPRO	Research & review current PADs training curriculum and implementation within peer communties (i.e. practical application)		
	Idea Engineering			

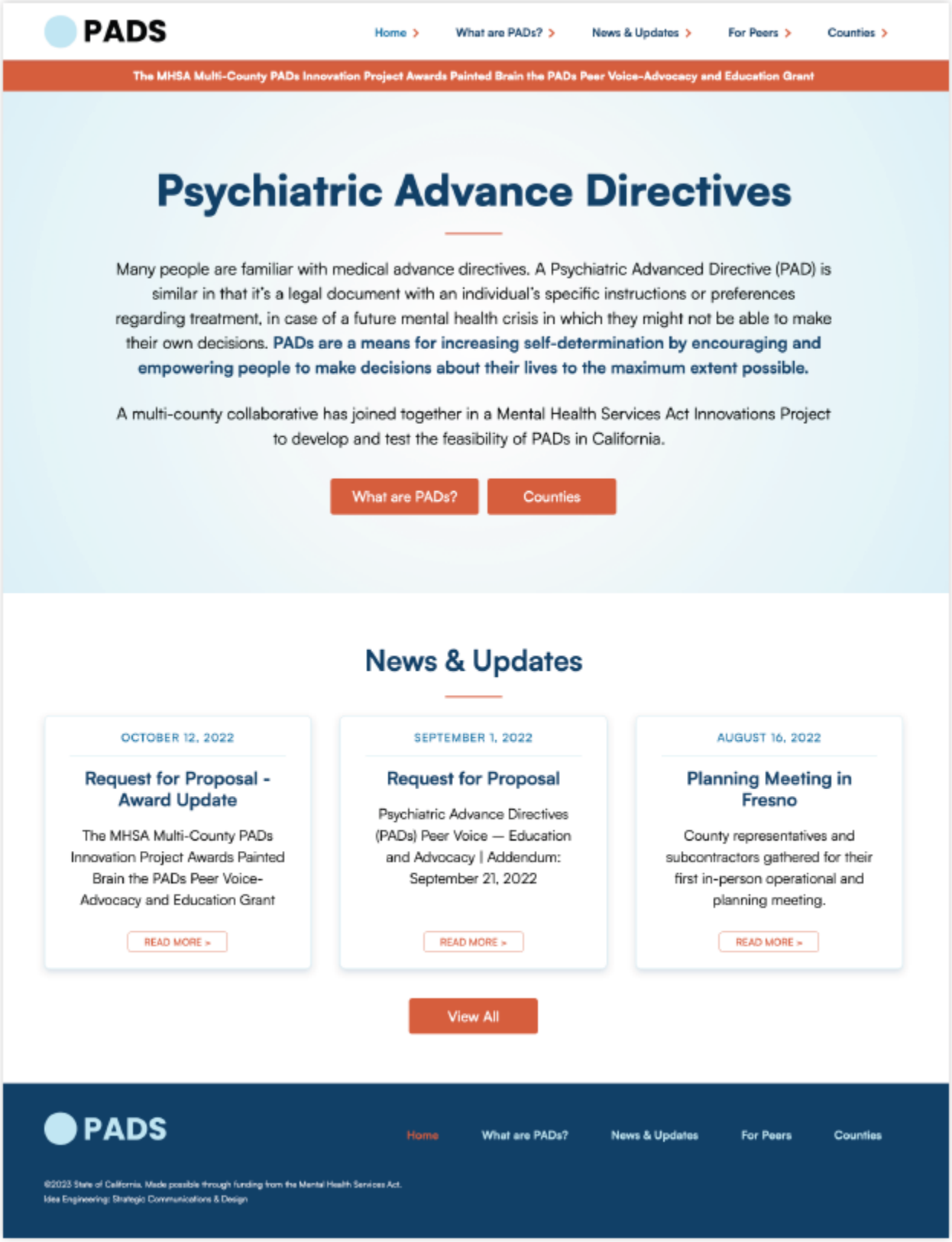
Appendix Q: PADs Timeline (PADS) (Page 3 of 4)

	Chorus	Develop wireframe of Training Toolkit that shows basic structure.		
	CFC/Counties			
Branding and Project Communications	Painted Brain/CAMHPRO			
	Idea Engineering			
	Chorus			
	CFC/Counties			
PADs Platform Development	Painted Brain/CAMHPRO			
	Idea Engineering			
	Chorus	Initial planning around data governance strategy, security & information security requirements		
	CFC/Counties			

Appendix Q: PADs Timeline (PADS) (Page 4 of 4)

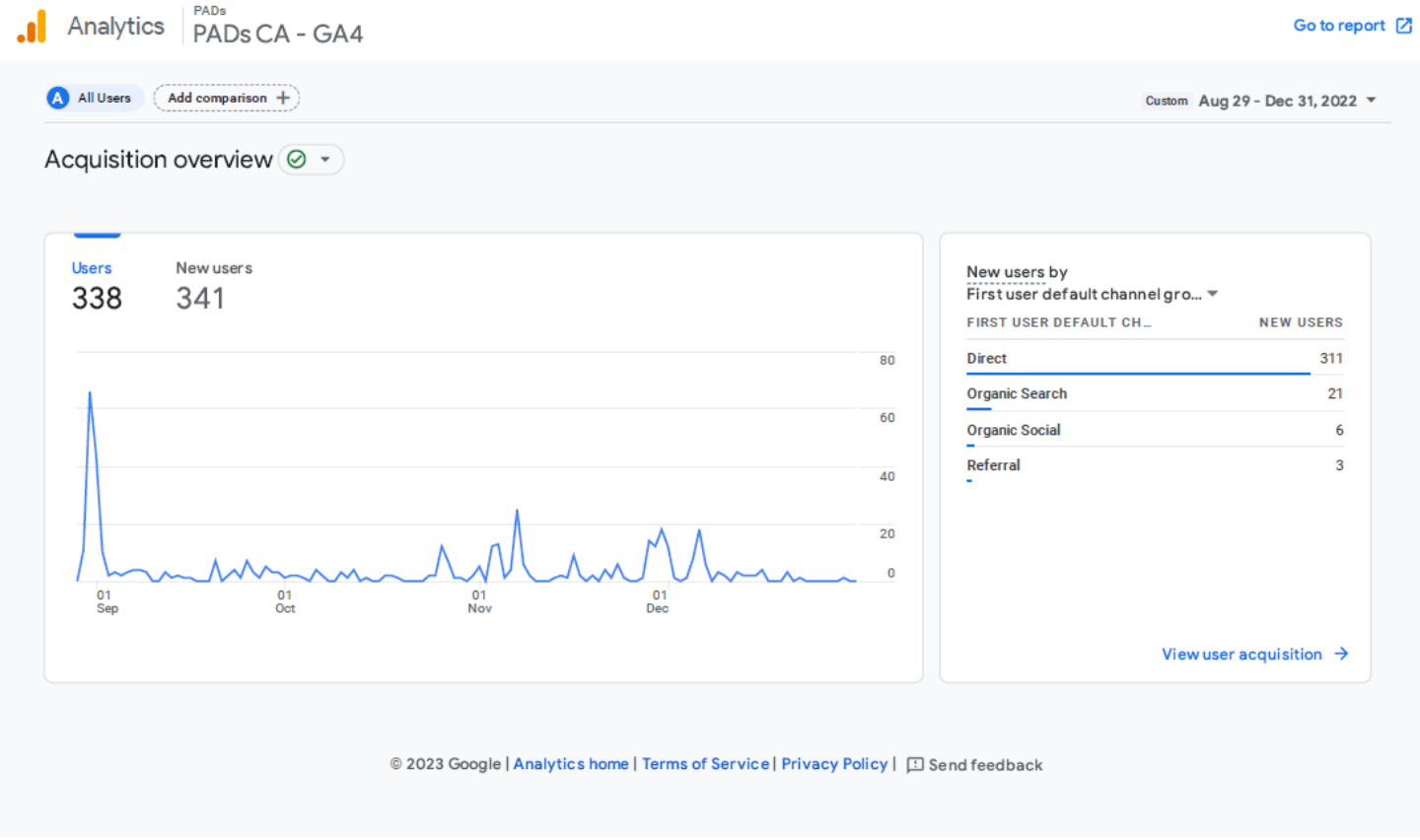
Evaluation - Process and Implementation	RAND	Develop Faciliator training evaluation protocol - Pre/Post-Survey with PADs Facilitators Develop Facilitator training evaluation protocol - Focus Groups with PADs Facilitators		
Evaluation - Platform	BBI	Develop coordinated schedule of site visits with Chorus & PB/CAMHPRO Attend/observe Chorus meetings and PB/CAMHPRO trainings Identify prospective County and 1st cohort stakeholder interview participants		

Appendix R: PADs Website and Analytics (PADs) (Page 1 of 7)



Appendix R: PADs Website and Analytics (PADS) (Page 2 of 7)

Appendix R: PADs Website and Analytics (PADS) (Page 3 of 7)



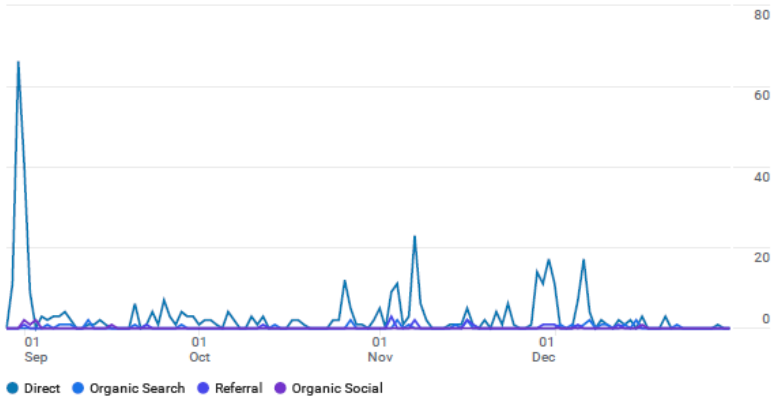
Appendix R: PADs Website and Analytics (PADS) (Page 4 of 7)

All Users | Add comparison | Custom Aug 29 - Dec 31, 2022

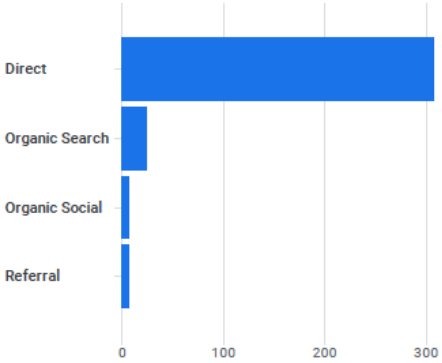
Traffic acquisition: Session default channel group

Add filter

Users by Session default channel group over time



Users by Session default channel group



Search... Rows per page: 10 1-4 of 4

	Session default channel group	Users	Sessions	Engaged sessions	Average engagement time per session	Engaged sessions per user	Events per session
		338 100% of total	621 100% of total	300 100% of total	1m 02s Avg 0%	0.89 Avg 0%	9.47 Avg 0%
1	Direct	308	557	260	1m 02s	0.84	9.44
2	Organic Search	24	32	17	0m 52s	0.71	9.97
3	Organic Social	6	7	4	0m 04s	0.67	7.00
4	Referral	6	25	19	1m 20s	3.17	10.00

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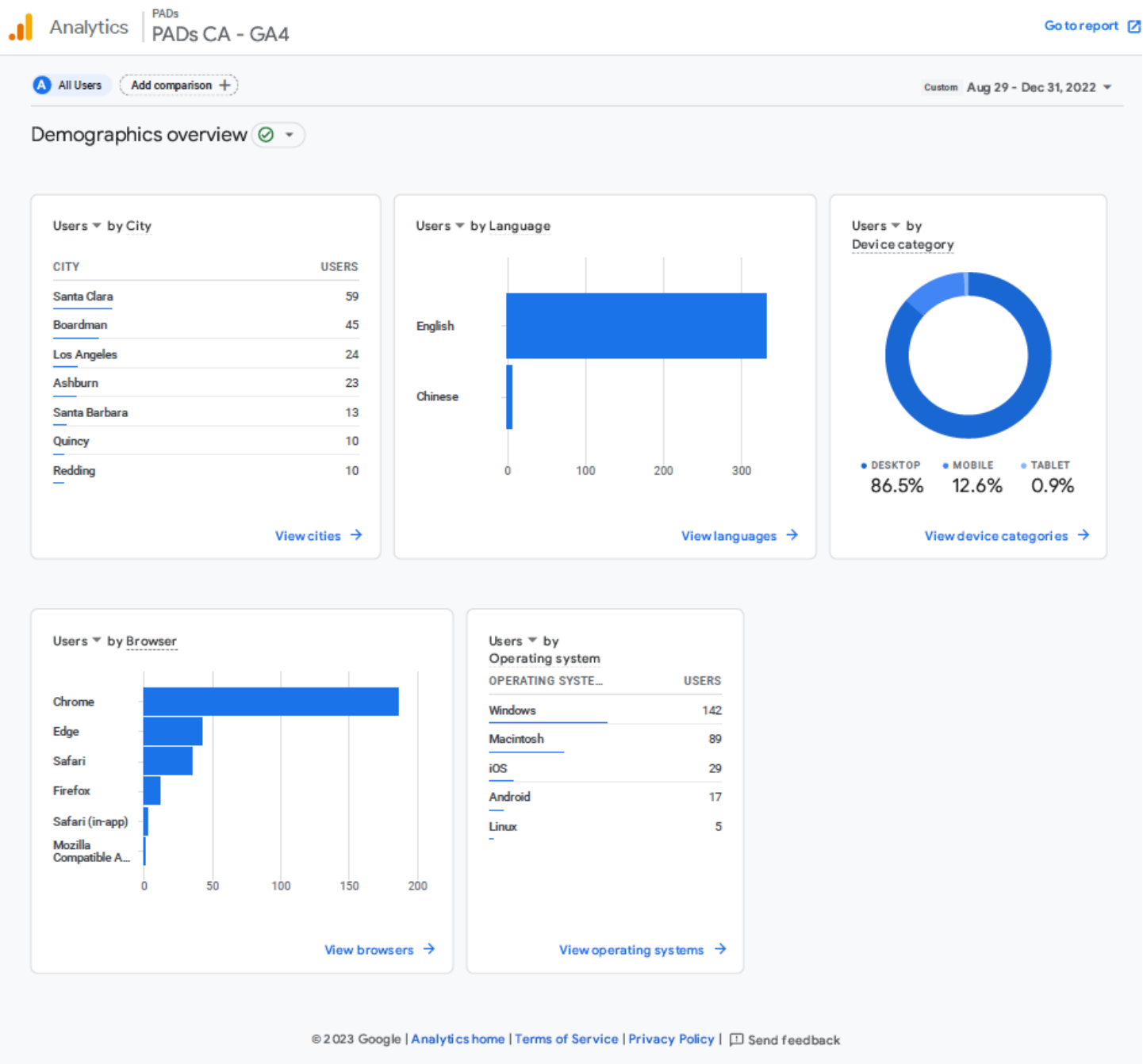
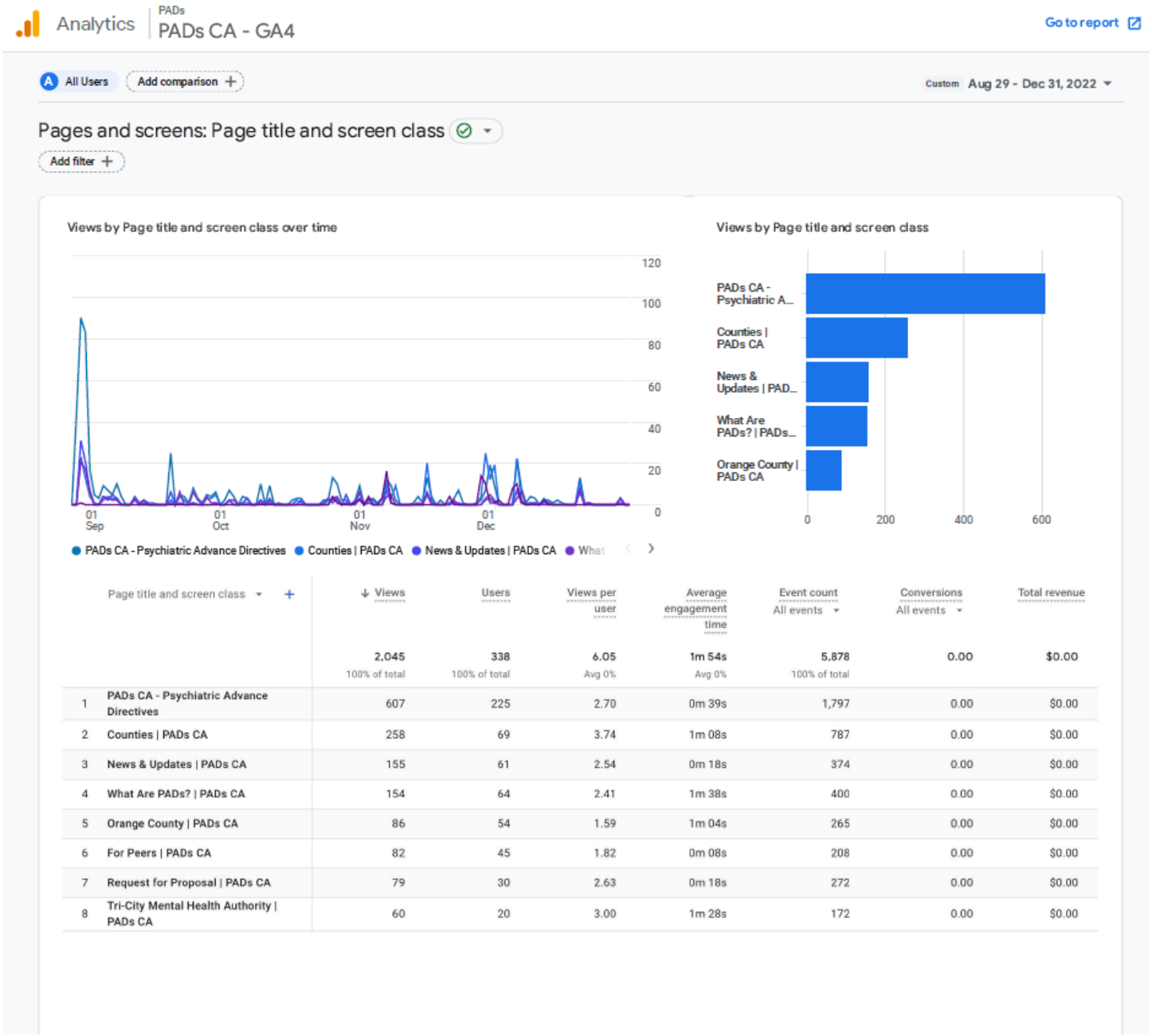
Appendix R: PADs Website and Analytics (PADS) (Page 5 of 7)



Appendix R: PADs Website and Analytics (PADS) (Page 6 of 7)



	Page title and screen class	↓ Views	Users	Views per user	Average engagement time	Event count All events	Conversions All events	Total revenue
		2,045 100% of total	338 100% of total	6.05 Avg 0%	1m 54s Avg 0%	5,878 100% of total	0.00	$0.00
1	PADs CA - Psychiatric Advance Directives	607	225	2.70	0m 39s	1,797	0.00	$0.00
2	Counties | PADs CA	258	69	3.74	1m 08s	787	0.00	$0.00
3	News & Updates | PADs CA	155	61	2.54	0m 18s	374	0.00	$0.00
4	What Are PADs? | PADs CA	154	64	2.41	1m 38s	400	0.00	$0.00
5	Orange County | PADs CA	86	54	1.59	1m 04s	265	0.00	$0.00
6	For Peers | PADs CA	82	45	1.82	0m 08s	208	0.00	$0.00
7	Request for Proposal | PADs CA	79	30	2.63	0m 18s	272	0.00	$0.00
8	Tri-City Mental Health Authority | PADs CA	60	20	3.00	1m 28s	172	0.00	$0.00

Appendix R: PADs Website and Analytics (PADS) (Page 7 of 7)

Analytics | PADs
PADs CA - GA4

Go to report

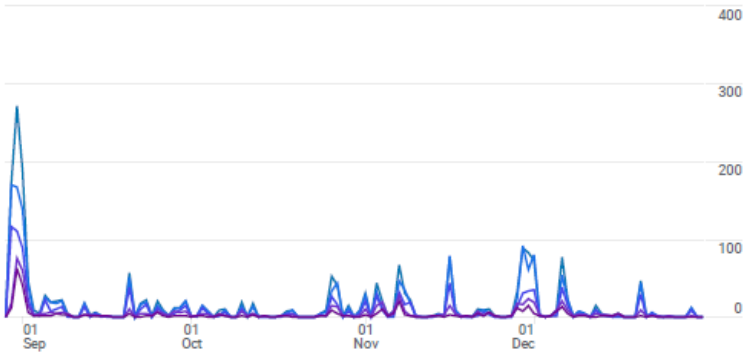
All Users | Add comparison +

Custom Aug 29 - Dec 31, 2022

Events: Event name

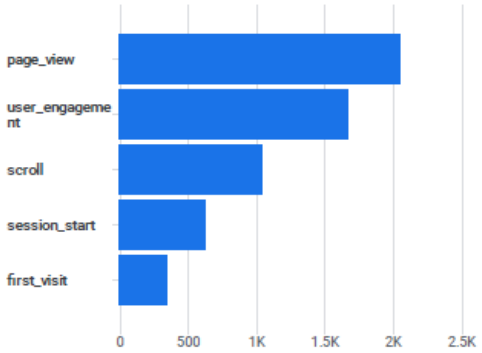
Add filter +

Event count by Event name over time



page_view user_engagement scroll session_start first_visit

Event count by Event name



Search... Rows per page: 10 1-7 of 7

	Event name	Event count	Total users	Event count per user	Total revenue
		5,878 100% of total	338 100% of total	17.39 Avg 0%	$0.00
1	page_view	2,045	338	6.05	$0.00
2	user_engagement	1,669	131	13.04	$0.00
3	scroll	1,042	119	8.76	$0.00
4	session_start	623	338	1.84	$0.00
5	first_visit	341	338	1.01	$0.00
6	click	123	36	3.42	$0.00
7	file_download	35	21	1.67	$0.00

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Appendix S: Flyers (PADs) (Page 1 of 3)

Developing Psychiatric Advance Directives in California

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

TIMELINE:
July 1, 2022 - June 30, 2025

A note on language:
People living with mental health conditions may self-identify in different ways including, but not limited to, as clients, consumers, Peers, survivors, persons in recovery, persons served, or persons in care. For the purpose of this project we utilize Peers to refer to those living with mental health conditions.

Contact
Name, Title
Department
Email
Phone

OPTIONAL:
ADD COUNTY LOGO HERE

What is a Psychiatric Advance Directive (PAD)?

A PAD is a self-directed legal document that details a person's specific instructions or preferences regarding future mental health treatment. It is used to plan for the possibility that someone may lose the capacity to give or withhold informed consent to treatment during acute episodes of psychiatric illness. It allows a person in a mental health crisis to retain their decision-making capacity by choosing trusted agents to help advocate for their choices.

Project Goals

- Partnership with Peers to develop a standardized PAD template that will be turned into an online and interactive app (the PAD technology platform), with a PDF version available for situations that do not allow for online access
- Legislative and policy advocacy to create a legal structure to recognize PADs
- Evaluate development and adoption of PADs, including ease of use and understanding of PADs
- Create a sustainable and easily reproducible approach that can be used across California

PAD TECHNOLOGY PLATFORM

- Provide a **user-friendly and secure** online tool where people can learn about PADs, complete, and store their PAD
- Ability to share PAD information in **real-time** for use by crisis response and other healthcare staff
- Accessible in **8 languages**: Arabic, English, Farsi, Hmong, Korean, Mandarin, Spanish, and Vietnamese
- Include videos and information for **training** people on how to complete, or help others complete, and use PADs
- **Collaborative:** Co-creating the tool with Peer and community stakeholder voices at the forefront

For project updates and information about who's participating, visit:
www.padsca.org

The PADs Multi-County Innovation Project is funded by Mental Health Services Act/Prop. 63.

Appendix S: Flyers (PADS) (Page 2 of 3)

Developing Psychiatric Advance Directives in California

YOUR EXPERTISE & INPUT ARE NEEDED

First Responders • Medical & Clinical Staff

When you encounter someone experiencing a mental health crisis, what would you need to know in order to best inform your ability to care, treat or provide resources? As a subject matter expert in your line of work, we are requesting your participation in one or more input sessions as we create a Psychiatric Advance Directives (PADs) template in California. **If you are interested in helping develop this important tool, please contact:**

OPTIONAL:
ADD COUNTY LOGO HERE

Name, Title
Department
Email
Phone

What are PADs?

A PAD is a legal document allowing people with mental health conditions to identify their preferences for treatment in advance of a crisis.

PADs are a voluntary tool to help assist individuals in mental health crises to communicate in their own voices with first responders, hospital personnel and others.

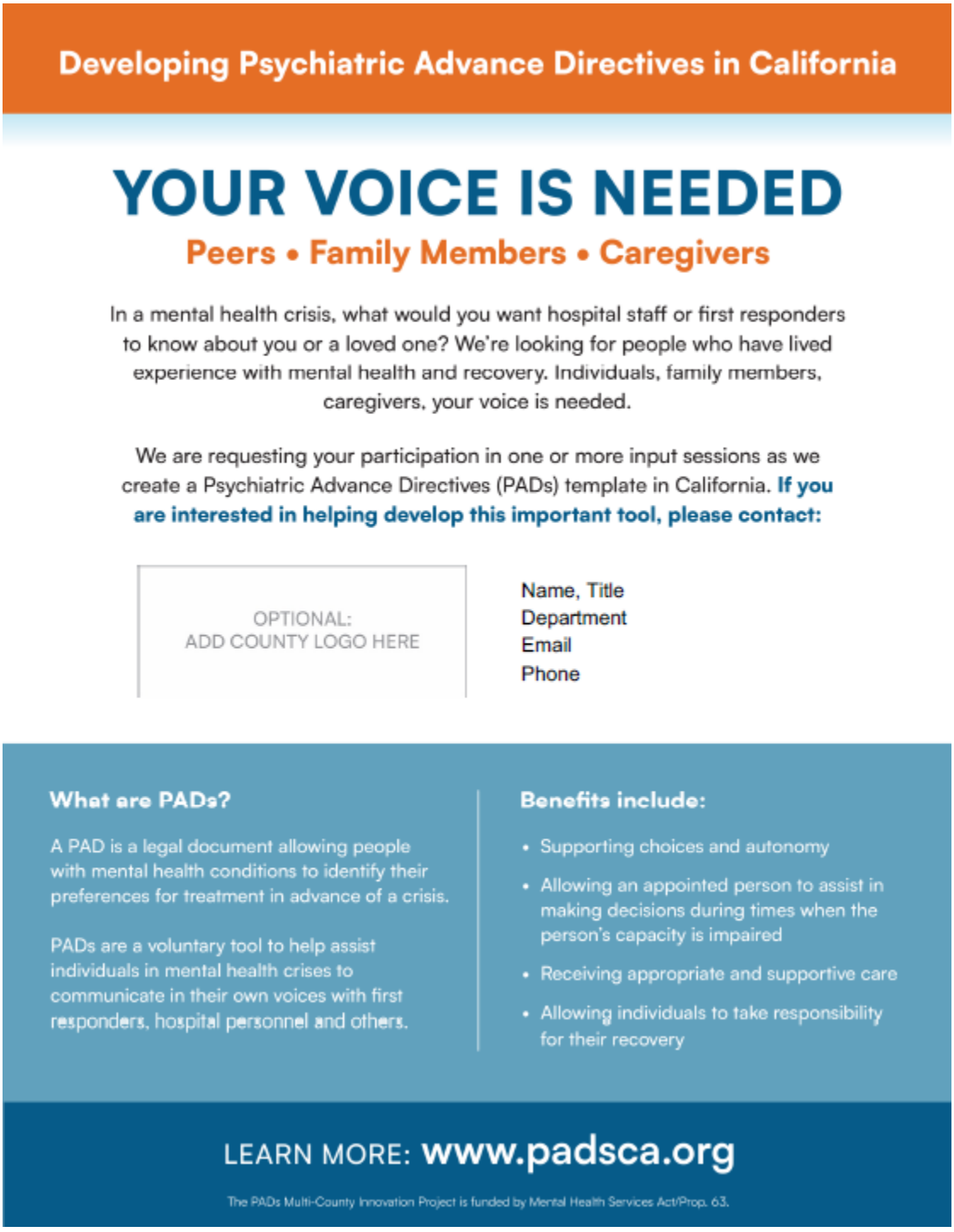
Benefits include:

- Allowing individuals to take responsibility for their recovery
- Allowing an appointed person to assist in making decisions during times when the person's capacity is impaired
- De-escalating potential crisis situations
- Providing appropriate and supportive care

LEARN MORE: **www.padsca.org**

The PADs Multi-County Innovation Project is funded by Mental Health Services Act/Prop. 63.

Appendix S: Flyers (PADS) (Page 3 of 3)



Developing Psychiatric Advance Directives in California

YOUR VOICE IS NEEDED

Peers • Family Members • Caregivers

In a mental health crisis, what would you want hospital staff or first responders to know about you or a loved one? We're looking for people who have lived experience with mental health and recovery. Individuals, family members, caregivers, your voice is needed.

We are requesting your participation in one or more input sessions as we create a Psychiatric Advance Directives (PADs) template in California. **If you are interested in helping develop this important tool, please contact:**

OPTIONAL:
ADD COUNTY LOGO HERE

Name, Title
Department
Email
Phone

What are PADs?

A PAD is a legal document allowing people with mental health conditions to identify their preferences for treatment in advance of a crisis.

PADs are a voluntary tool to help assist individuals in mental health crises to communicate in their own voices with first responders, hospital personnel and others.

Benefits include:

- Supporting choices and autonomy
- Allowing an appointed person to assist in making decisions during times when the person's capacity is impaired
- Receiving appropriate and supportive care
- Allowing individuals to take responsibility for their recovery

LEARN MORE: **www.padsca.org**

The PADs Multi-County Innovation Project is funded by Mental Health Services Act/Prop. 63.

Appendix T: Statement of Intent (PADs) (Page 1 of 2)

Statement of Intent
Legal language re: purpose/intent of the document *(Baz, NC, WA)*
Itemized list of what information is/isn't included in the document *(Baz)*
Appointment of Health Care Agent
Designation of Health Care Agent and Alternate(s) *(CA, Baz, NC, WA)*
Agent's and alternate's acceptance of designation, including signature *(Baz)*
Definition of Authority Granted *(CA, Baz, NC, WA)*
Option to specify limits to scope of what HCA can decide *(CA, NC, WA)*
Court Appointed Conservator *(CA, Baz)*
Mental Health Care Instructions
Who to notify upon admission to psychiatric facility? *(CA, Baz, NC)*
Individuals permitted to and prohibited from visiting *(CA, Baz, WA)*
Choice of treatment facilities *(CA, Baz, NC, WA)*
Primary physician for MH Care *(CA, Baz, NC, WA)*
Alternate physicians for MH Care *(CA, Baz, WA)*
Physicians NOT to be treated by if hospitalized *(CA, Baz, WA)*
Other preferred MH treatment providers *(WA)*
Methods for avoiding emergency situations *(CA, NC, WA)*
Choices for emergency interventions *(CA, Baz, WA)*
Choices for routine psychiatric medications (both those desired and not desired, also side effect concerns) *(CA, Baz, NC, WA)*
Choices for emergency psychiatric medications *(CA)*
Choices regarding electroconvulsive therapy *(CA, Baz, NC, WA)*
Preference for alternatives to hospitalization *(WA)*
Physical Health Care Instructions
Primary physician for medical care *(CA)*
Statement of desires, special provisions, and limitations *(CA)*
Choices re: experimental studies and drug trials *(CA, Baz)*
Instructions for life saving treatment *(CA)*

Appendix T: Statement of Intent (PADS) (Page 2 of 2)

Choices regarding contribution of anatomical gift/organ donation *(CA, NC)*
Instructions re: Autopsy *(CA)*
Other Instructions
Care and Temporary Custody of Children + Alternates *(Baz)*
Preferences regarding revocation or termination of the PAD, duration of PAD *(Baz, WA)*
Preferences or instructions about personal affairs (e.g. care of pets, bill payment, household, notification of employer) *(WA)*
Statement of Witnesses
Space for two signatures required in CA *(CA, Baz, NC, WA)*
Notary Option - in CA if not possible to get witness signatures *(CA, Baz, NC)*

Links to full forms:
Bazelon Center Template
CA Template
NC Template
WA Template

Examples of much more succinct forms, which include the bare minimum from options above:
IL Template
TX Template

Appendix U: Report on Implementation (PADs) (Page 1 of 3)

Burton Blatt Institute
SYRACUSE UNIVERSITY

Report on Implementation of the Evaluation of Orange County Innovation Activities, with Particular Focus on Development and Outcomes of a PADs Technology Platform

Period(s) Covered: January 1, 2022-December 31, 2022

Submitted by:
Gary Shaheen, Ph.D.
Project Director
Burton Blatt Institute
Syracuse University

A. Summary of Activities and Accomplishments During the Reporting Period

This Project Report summarizes the activities implemented by BBI during the Initial Planning and Development Phase of its contract with Orange County (*January 1, 2022, through June 30, 2022*) and during its 2022 Implementation Phase (*July 1, 2022, through December 31, 2022*).

Initial Planning and Development Phase (January 1-June 30, 2022):

BBI conducted evaluation activities during the Initial Planning and Development Phase as below:

- Worked with SU's Office of Sponsored Programs to establish protocols and processes for administering the requirements of the Orange County contract and for fiscal administration of County and Sub-Contractor sub-awards.
- Hired former BBI Vice President, Dr. Gary Shaheen as PADs Evaluation Project Director. Thereafter Dr. Shaheen assumed oversight of the PADs evaluation project planning, communication, and infrastructure activities, assisted by other members of the BBI Research Team.
- Scheduled and participated in regular teleconference meetings and e-mail exchanges with Concepts Forward Consulting to discuss preliminary project planning and implementation timetables.
- Scheduled and participated in preliminary teleconference meetings and e-mail exchanges with Chorus Innovations, Inc. and the Rand Corporation to coordinate respective operational strategies relative to each partner's roles.

Appendix U: Report on Implementation (PADS) (Page 2 of 3)

- Began development of a comprehensive PADs Literature Review to strengthen the empirical basis for implementing BBI's evaluation.
- Developed an initial evaluation project implementation schedule Excel spreadsheet to be revised on an ongoing basis.
- Drafted sections of BBI's Institutional Review Board (IRB) request, including drafts of Informed Consent Agreements, and descriptions of mixed methods research, with anticipated implementation of interviews during the first Quarter of 2023.
- Reviewed the BBI Evaluation Project Scope of Work and submitted it to Concept Forwards Consulting.

Implementation Phase (July 1, 2022-December 31, 2022)

- Continued to schedule and participate in regular teleconference meetings and e-mail exchanges with Concepts Forward Consulting to plan and implement the multi-county PADs initiative.
- Continued development of a comprehensive PADs Literature Review to strengthen the empirical basis for implementing BBI's evaluation.
- Prepared materials and participated in a PADs Kick-off Meeting and subsequent planning meetings held in Fresno on August 16-17, 2022. Dr. Blanck, Dr. Shaheen, and Jonathan Martinis, Esq. presented an overview of the BBI evaluation plan, and Mr. Stuart Taub, Director of the Syracuse University Office of Sponsored Programs presented an overview of BBI's contract and payment policies to attendees that included County representatives Project Sub-Contractors, and the Innovation Project Director, Ms. Kiran Sahota.
- Implemented its Phase I evaluation activities by developing protocols to structure its participation and observations of PADs project subcontractor and county meetings.
- Developed a comprehensive Stakeholder Resource Mapping Template identifying and summarizing the services provided by diverse stakeholders to people with mental illnesses who are identified as priority populations by each participating county. The Template was provided to them and Chorus to assist in their identification and engagement of stakeholders for PADs implementation.
- One of two Research staff was hired and began work on September 15, 2022. He was on station in California by October 2022.
- BBI and the SU Office of Sponsored programs continued to review and process invoices submitted by sub-contractors and Counties per established SU protocols including timely payments based upon submission and review of invoices.
- Attended weekly, bi-weekly and monthly multi-county project planning meetings that included representatives of each participating County, Chorus, Painted Brain, IDEA, and the Rand Corporation.
- Finalized a consulting contract with Concepts Forward Consulting to provide evaluation project consultation, support and assistance as needed.

Appendix U: Report on Implementation (PADS) (Page 3 of 3)

- Participated in regular and focused partner meetings with Chorus and the Rand Corporation to coordinate their respective implementation plans.
- Developed an updated implementation timeline spreadsheet for inclusion into a master calendar of milestones and deliverables that was disseminated to project partners and County representatives that was uploaded to the PADs share drive.
- Continued development of a comprehensive PADs Literature Review to strengthen the empirical basis for implementing BBI's evaluation.
- Submitted the Request for Expedited Review of Research with Human Subjects and attachments to the Syracuse University Institutional Review Board (IRB) request.
- Revised the IRB request for revisions and prepared its resubmission.
- Finalized the comprehensive Stakeholder Resource Mapping Template that was drafted during the first Phase of the project.

B. Challenges Encountered and Resolved During the Reporting Period

- No significant evaluation related challenges were encountered that were not overcome.
- After some initial delays in securing and processing the County and Sub-Contractor sub-awards through the Syracuse University fiscal processes, these issues were resolved during the reporting period and invoices are being processed on their regular schedules.

C. Plans and Expectations for Calendar Year 2023

- Approval from the SU IRB is expected during the First Quarter of 2023, enabling BBI to schedule and conduct interviews with County and stakeholder staff focused upon the process of developing the PADs web-based platform.
- BBI and Concepts Forward will arrange a meeting to discuss how the consultant can advise and support BBI's evaluation during 2023.
- BBI will develop a plan to attend meetings and training sessions where Chorus and/or Painted Brain will include discussion of the web-based platform on their agendas.
- We will continue to update the BBI implementation plan located on the PADs share drive.
- BBI expects to participate in person at the March partners meeting.
- By the fourth Quarter of 2023, BBI expects to submit its request for IRB approval to conduct peer focus groups and interviews commencing in 2024.

Psychiatric Advance Directives

Multi-County Collaborative Mental Health Services Act Innovations Project

Chorus Innovations - Deliverable 2: App architecture and design roadmap

Deliverable Date: December 30, 2022

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3d. Summarize feedback including primary themes from interviews and descriptive results from usability measures. Provide documentation of results. 10
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Appendix 11

Executive Summary

The Multi-County Psychiatric Advance Directives (PADs) Innovations Project brings together seven counties and their stakeholders, advocacy groups, and peers with lived experience to develop a standardized PAD template, training resources and a "toolkit" (all in multiple languages), PADs technology platform, and recommendations for statewide PADs legislation, policy, and procedures. We will employ an engagement strategy, adapted from best practices described in community partnered participatory research (CPPR) and advised by nationally recognized experts in community-partnered practices, to ensure an equitable process that meaningfully engages all stakeholders during all phases of this project.

One of the core principles of the Mental Health Services Act is to promote consumers and family participation and involvement, as well as community partnership, to reach broadly into all California communities to address behavioral and mental health issues. We believe our engagement strategy will not only give voice to historically underserved, unserved, and silent communities, but have a transformative impact that will empower their self determination and cultivate future community champions.

In this report, we summarize project progress to date. This deliverable is focused on app architecture and design roadmap. We describe below updates to the engagement plan, the updated project timeline and project management process, and ongoing foundational research that is informing the app architecture and the design roadmap. Please see appendices for additional details.

1. Participatory Engagement

1a. Draft initial engagement plan

Chorus Innovations' (Chorus) participatory and community-centered design approach builds on evidence-based best practices from community-based participatory research and technology adoption frameworks. The goal is to work with all relevant stakeholders, including individuals within public health agencies and broader community-based stakeholders, in order to create an agile, inclusive, and responsive approach to creating digital health technologies and implementing system-level changes.

The exact structure of the engagement process continues to evolve and be discussed with the Counties and project subcontractors. Due to the complexity of engaging multiple stakeholder groups across seven counties and the counties individually being on slightly different timelines in terms of engaging their stakeholders, flexibility will be needed to accommodate the availability of those who are interested in participating in this project. In early 2023, the priority will be for Painted Brain/CAMHPRO and Concepts Forward Consulting to engage stakeholders in informational/listening sessions with the goal of identifying individuals who are interested in participating in ongoing workgroups as needed. Chorus plans to attend these sessions and hopes to identify those who are interested in providing ongoing suggestions and feedback regarding the development of the technology platform in more focused workgroups.

In collaboration with Concepts Forward Consulting, we developed a draft high-level workflow that summarized the stakeholder engagement process broadly and a workflow focused more specifically on the process of developing the PAD template and training and how stakeholder engagement is incorporated into those processes.

These workflows can be found in **Appendix A - Engagement and Template Workflows** and **Appendix B - Training Development Workflow**

1b. Conduct workgroup planning meetings

Chorus met individually with all counties involved in the project during late September-early October to discuss their identified priority populations, relevant local stakeholders to engage in the project and current thoughts on best ways to engage them, any anticipated barriers or particular sensitivities locally to be considered in project implementation, and answer any questions regarding Chorus' role on the project etc.

Across the meetings, we identified the following themes:

- Education of stakeholders/community partners was a consistent priority for most counties. In particular, getting the messaging right to most effectively build buy-in to the project was discussed by many. There was agreement that it will be important to message why/how this can benefit the day-to-day work of stakeholders.
- There was consensus that trying to convene two cross-county groups, one for county counsel and one for IT departments may be helpful as they can get ideas from one another and maybe work through some of the particulars together. There is hope that this may also help reduce the time it takes to move this project through the reviews by these entities.
- All counties have chosen for the initial implementation to either be within programs that are directly-operated or operated by contractors with whom the county has positive/supportive working relationships.

- Several counties raised the issue of access to PADs for first responders in rural areas that may have unreliable cell/internet access. This will be important to discuss with relevant stakeholders to think through what alternatives may be available/preferred.

Chorus met with Painted Brain/CAMHPRO, Idea Engineering, and Concepts Forward Consulting on December 22nd to strategize regarding each subcontractor's engagement needs, how to best align engagement activities across all groups, and a proposed structure to engagement meetings and workgroups. Key points from the meeting included:

- The importance of making sure the appropriate support and procedures are in place during engagement sessions given the sensitive subject matter related to PADs and the possibility that some people, due to their own lived experience or that of people they know, may be triggered during discussions.
- Clarity regarding the engagement activities each subcontractor needs to effectively incorporate stakeholder feedback into deliverables.
- Discussion regarding format of listening sessions vs. workgroups including distinguishing their different intents/purposes and how each could be utilized in this project.
- Agreed timeline to start listening sessions with peers, first responders/hospitals, and family members in mid-late February.

Chorus also drafted an initial list of questions to ask stakeholders. These questions will be shared with the Template Subcommittee for comment and feedback in January 2023. These questions can be found in **Appendix C - Chorus Questions for Stakeholders**

1c. Meeting Documentation

A comprehensive summary of meetings to date can be found in **Appendix D - Project Meetings - PADs**.

1d. Update overall project and technology governance plan as needed

Technology governance plan will be a focus of subsequent phases as the participatory engagement and workgroup meetings begin with the counties and relevant stakeholders.

1e. Implementation and Dissemination Plan

Chorus continues to meet regularly with Project Lead, Kiran Sahota, and the other subcontractors on the project to discuss and refine the timeline. In a meeting on December 5th hosted by Chorus and attended by all project subcontractors, the group reviewed deliverables and began plotting them on a timeline. The group discussed interdependencies of deliverables, corresponding engagement activities, and action items for the counties. This resulted in clarification of the timeline for the next two months (Dec 2022 and January 2023) and the group committed to continue to define the timeline for the first two quarters of 2023 in the January 2023 subcontractor meeting.

For a more detailed and comprehensive view, see **Appendix E - PADs Project Timeline.**

2. Security/Infrastructure/Project Administration

2a. Meet with relevant technical teams and draft initial outline of security and infrastructure needs

As more users of the PADs application are identified, Chorus will further define the needs of each user type and articulate the requirements in relations to security and infrastructure:

- In-the-moment access to PADs by all relevant stakeholders
- Secure, private, and voluntary
- Cloud-based access and distribution, HIPAA compliant

In the subsequent quarters, we will work with counties to identify relevant individuals from technical and compliance teams to meet with. We will begin IT security and compliance reviews when counties are ready for that step.

2b. Begin technical modifications to meet security requirements.

A key priority over the first year of engagement is to work with counties and other stakeholders to more fully outline the technical specifications of the PADs Platform. We outline below the initial draft considerations.

The draft specifications in which the PADs application must serve include:

- Considerations of data structure as it relates with county EHRs
- Developed for CA, with potential sharing capabilities nationwide
- The platform must include statewide access and potential interoperability with other platforms such as LE CLETS, Cerner, EPIC, and behavioral health EHR's, as well as being a standalone resource for PADs information, training videos, PADs template, housing of the actual completed PAD form and instant accessibility.
- Nine threshold languages: Arabic, English, Farsi, Hmong, Korean, Mandarin, Mixteco, Spanish and Vietnamese

As the PADs project continues, all technical specifications will be further shaped by factors such as:

- Needs of the various individuals or organizations that must interface with the PADs application
- Breadth of features and functionality the PADs application
- Considerations on how the PADs application will be distributed or shared across user who need access

2c. Setup and maintain Chorus servers for testing and development.

The technical team has completed its provisioning of relevant server resources for use of PADs in the Chorus Platform environment. The servers are ready for testing and development of initial versions of the PADs application.

2d. Provide initial technical specifications outlining server environment, hosting, disaster/recovery processes, security, compliance and monitoring methods.

General overview of the Chorus technical and security architecture is as follows:

- Hosted in Amazon Web Services data centers, which are audited in accordance with the AICPA SOC guidelines
- The cloud environment is monitored 24/7 by multiple teams, including CrowdStrike and our managed services provider (ClearDATA)
- Access to customer data is only granted based on the principle of least privilege and Role Based Access Controls (RBAC)
- Complex passwords and Multi-Factor Authentication are required to access cloud environments and critical resources
- Sensitive data protected in transit and at rest via strong encryption.
- All endpoints are protected by industry leading Next Generation Antivirus and Extended Endpoint Protection (XDR) solutions. Each endpoint employs Full Disk Encryption to protect data from compromise in the event a device is lost or stolen
- Customer data is securely backed up daily to alternate data centers, ensuring availability in the event of a natural or man-made disaster in the area
- Annual employee security and privacy training that includes regular testing for social engineering and phishing preparedness

Please note, specific technical documentation including disaster/recovery processes have been fully documented and are ready to share. These will be shared confidentially with relevant county information technology teams as needed rather than included in this report. We will document relevant meetings and share outs with county IT as the project progresses.

2e. Participate in regular and ongoing contract management meetings as needed with the Project Director.

A comprehensive summary of meetings to date can be found in **Appendix D - Project Meetings - PADs**.

3. App Design and Testing

3a. Provide initial outline of the app including expected features, general design, and functionality.

Landscape Analysis

The goal of a landscape analysis is to comprehensively look at the user experience (UX) created by similar services. We can then test these experiences in 1:1 user interviews and community engagement meetings. This allows us to validate design assumptions for a PADS solution based on the UX flows other similar services have constructed.

In our landscape analysis, we looked at the following advance directive and related digital services:

- MedicAlert Foundation
- MyDirectives
- SAMHSA (My Mental Health Crisis Plan)
- SAMHSA (Suicide Safe)
- US Advanced Care and Plan Registry (USACPR)

For each of the above services, we analyzed the user experience, i.e. how a user interacts with and experiences a product, system or service.

- Initial onboarding process
- How a service handles the creation of an advanced directive

We also looked at each service's brand, which includes elements such as:

- Common visual motifs
- Calls to action
- Each service's value proposition
- Copywriting and voice
- Use of color, contrast, etc.

Brief Summary of Landscape Analysis Findings

MyDirectives and SAMHSA (My Mental Health Crisis Plan) performed the best during our UX audit, scoring favorably for their chunking of information in the PADs forms, as well as their relatively straightforward and minimalist design choices. In particular, MyDirectives attempts to incorporate helpful tips and explainers of complex terminology specific to the AD that is being completed. Additionally, both services made some type of effort to have a unique onboarding and first-time UX, which we feel is an integral part of onboarding new users to a potential PADs product. However, we identified areas for simplification - particularly since our scope can make us more targeted than an all encompassing AD provider like MyDirectives - as well making tips and helpful pointers better integrated into our service than the aforementioned products.

USACPR and MedicAlert scored poorly for the overall information architecture and brand, and USACPR suffered particularly from displaying walls of text to users, as well as no clear 'next step' for users who wanted to get started on creating their ADs. However, MedicAlert's dashboard view seemed like an acceptable model

to pull some inspiration from, with large visual elements that are easily clickable and accessible for less tech-savvy users.

PADs Template Research

To begin planning for the structure and components of the PAD template that will need to be built into the app, Chorus reviewed existing PADs from the states of California, North Carolina, Washington, Illinois, Texas, and the template created by the Bazelon Center for Mental Health Law. We identified the commonalities in the prompts/questions asked across the documents and categorized them by themes, resulting in the following tentative sections: Statement of Intent, Appointment of Health Care Agent, Mental Health Care Instructions, Physical Health Care Instructions, Other Instructions, and Statement of Witnesses.

While the specifics of the document for the purposes of this project are still to be determined through the stakeholder engagement process, this gives Chorus a starting point as we begin to think through the structure and functionality of the template portion of the app.

The full document can be found in **Appendix F - PADs Template Components**

User Personas and Journeys

To aid in the design of the app and identification of beneficial functionality, it is important for the Chorus design team to understand more about the users for whom the app is being created. In the early stages of a project, this is achieved by developing user personas and journeys. The user personas are composite profiles of archetypal users of the app that include things such as demographic characteristics, information about tech literacy, personality traits, and the potential goals, motivations, and frustrations of the user. User journeys build up on these personas and provide information about how a particular user persona is anticipated to interact with the app being built including identifying different touchpoints, thoughts/feelings, pain points, and opportunities as they navigate the product.

Chorus has created initial draft user personas and has begun to develop user journeys. Chorus will obtain feedback from stakeholders and counties as relevant to continue to refine understanding of the potential users of the app.

The user personas can be found in **Appendix G - PADs User Personas** and the user journeys in **Appendix H PADs User Journeys**

3b. Provide updated "wireframe" (basic mockups without styling) as well as higher-fidelity user interface designs as needed

This work is anticipated to start in the next deliverable period of the project.

3c. Establish a plan for user testing and obtaining feedback from stakeholders including qualitative interviews, quantitative user experience surveys as needed.

The purpose of user testing will be to balance the presentation (design) of the PADs application and its functional needs for all the users. The result sets will help determine the level of usability and helpfulness necessary for the PADs application.

The "balance" will be factored by:

- Identifying all user types of the application and user's needs
- Identifying social determinants that may impact the way the PADs application may be utilized by its users, including necessary research to understand key audiences (i.e. demographics or behavioral patterns when consuming or interfacing with digital content)
- Creating test criterions to help measure the ease of use and helpfulness of the designs or features

Measurement of user testing may be conducted to targeted groups or audiences, such as general user testing through user testing services and more importantly through direct peer/stakeholder feedback. Not all user testing may occur at the same time.

3d. Summarize feedback including primary themes from interviews and descriptive results from usability measures. Provide documentation of results.

This work is anticipated to start in the next deliverable period of the project.

3e. Provide documentation of proposed modifications based on usability testing.

This work is anticipated to start in the next deliverable period of the project.

Appendix V: Chorus Innovations Deliverables 2 (PADS) (Page 11 of 11)

4. App Development

4a. Implement designs as functional app modules/screens.

This work is anticipated to start in the next deliverable period of the project.

4b. Provide test accounts to project staff to test app.

This work is anticipated to start in the next deliverable period of the project.

Appendix

Appendix A - Engagement and Template Workflows

Appendix B - Training Development Workflow

Appendix C - Chorus Questions for Stakeholders

Appendix D - Project Meetings - PADs

Appendix E - PADs Project Timeline

Appendix F - PADs Template Components

Appendix G - PADs User Personas

Appendix H - PADs User Journeys

Chorus Innovations: Year End Project Update

Summary of Work Completed July-December 2022

1. Participatory Engagement

Initial Planning

Chorus initially identified the following stakeholders whose input we felt tol be vital to the success of the project and we will continue to collaborate with the Counties to identify representatives for these and any other stakeholder groups identified.

- Consumers and family members/friends of consumers
- Peer support workers
- Mental health clinicians, case workers, psychiatrists, health care staff working in a range of settings (e.g. outpatient clinics, crisis teams, emergency/in-patient units, primary care, hospitals)
- County behavioral health departments and their contractors
- Justice system (e.g. law enforcement, probation, jails, courts)
- Disability rights and other relevant advocates
- Legal counsel (e.g. county counsel, defense/district/family dependency attorneys)
- Any others expected to use or be affected by PADs

We also recommended that we hear from individuals representative of the diversity of the user base we anticipate for the PADs Platform. We will partner with the Counties to keep these populations in mind when recruiting stakeholders to participate in the project.

- Veterans
- LGBTQIA+
- Black/African American
- Latino
- Rural
- Members of the threshold language communities
- Range of ages
- Any other relevant sub-populations identified by our partners

Finally, we presented the following structure to the Counties as an ***option*** for how to organize the stakeholder engagement process for this project and will continue conversations with them as we move forward to determine what best suits the needs of all involved in the project:

Executive/Advisory Committee

- County reps, peers, families, legal experts
- Ideally 15-20 people
- Able to advise on bigger issues (larger systemic considerations)
- Help to guide workgroup process and engage in decision making regarding the information obtained from workgroups and subcommittees
- Bi-monthly meetings at least to start

Stakeholder Workgroup

- Reps from all counties, peers, families, and all other stakeholder groups
- This will be a much larger group (up to 50 people)
- 60-90 minute meetings? Longer?
- Inform and direct topics/organization of subcommittees
- Receive status updates on progress of topic-focused subcommittees
- Place to surface main themes, particularly those that are cross cutting multiple domains and/or outside of the purview of Chorus' work.
- Meet monthly to begin

Subcommittees/Subworkgroups

- Membership would depend on the topic - could be organized by role/profession, stakeholders involved in a certain part of the process, or particular topic
- Smaller groups of 15-20 people
- Provide more focused and specific feedback around a certain topic, process, or from a particular perspective
- Number and frequency of meetings TBD - dependent on the subject matter. Subcommittees typically meet regularly for a discrete period resulting in specific recommendations to the workgroup

Community Share-Outs

- Attended by anyone with interest in, and who will possibly be impacted by, the project
- Large group, potentially 100-200 people
- Forum to share project updates/direction to the larger community for transparency and to allow opportunity for feedback from those who are not as directly involved in the project
- Meet quarterly or bi-annually

The exact structure of the engagement process continues to evolve and be discussed with the Counties and project subcontractors. Due to the complexity of engaging multiple stakeholder groups across seven counties and the counties individually being on slightly different timelines in terms of engaging their stakeholders, the *exact* format above may not be realistic. Flexibility will be needed to accommodate the availability of those who are interested in participating in this project. In early 2023, the priority will be for Painted Brain/CAMHPRO and Concepts Forward Consulting to engage stakeholders in informational/listening sessions with the goal of identifying individuals who are interested in participating in ongoing workgroups as needed. Chorus plans to attend these sessions and hopes to identify those who are interested in providing ongoing suggestions and feedback regarding the development of the technology platform in more focused workgroups.

Chorus also met individually with all Counties involved in the project during late September-early October to discuss their identified priority populations, relevant local stakeholders to engage in the project and current thoughts on best ways to engage them, any anticipated barriers or particular sensitivities locally to be considered in project implementation, and answer any questions regarding Chorus' role on the project etc.

Across the meetings, we identified the following themes:

- Education of stakeholders/community partners was a consistent priority for most counties. In particular, getting the messaging right to most effectively build buy-in to the project was discussed by many. There was agreement that it will be important to message why/how this can benefit the day-to-day work of stakeholders.
- There was consensus that trying to convene two cross-county groups, one for county counsel and one for IT departments may be helpful as they can get ideas from one another and maybe work through some of the particulars together. There is hope that this may also help reduce the time it takes to move this project through the reviews by these entities.

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- All counties have chosen for the initial implementation to either be within programs that are directly-operated or operated by contractors with whom the county has positive/supportive working relationships.
- Several counties raised the issue of access to PADs for first responders in rural areas that may have unreliable cell/internet access. This will be important to discuss with relevant stakeholders to think through what alternatives may be available/preferred.

Engagement Workflows

In collaboration with Concepts Forward Consulting, we developed a draft high-level workflow that summarized the stakeholder engagement process broadly and a workflow focused more specifically on the process of developing the PAD template and training and how stakeholder engagement is incorporated into those processes. These workflows were shared with project subcontractors for feedback and will be shared with the Counties in early 2023.

Subcontractor Collaboration on Engagement

Chorus met with Painted Brain/CAMHPRO, Idea Engineering, and Concepts Forward Consulting on December 22nd to strategize regarding each subcontractor's engagement needs, how to best align engagement activities across all groups, and a proposed structure to engagement meetings and workgroups. Key points from the meeting included:

- The importance of making sure the appropriate support and procedures are in place during engagement sessions given the sensitive subject matter related to PADs and the possibility that some people, due to their own lived experience or that of people they know, may be triggered during discussions.
- Clarity regarding the engagement activities each subcontractor needs to effectively incorporate stakeholder feedback into deliverables.
- Discussion regarding format of listening sessions vs. workgroups including distinguishing their different intents/purposes and how each could be utilized in this project.
- Agreed timeline to start listening sessions with peers, first responders/hospitals, and family members in mid-late February.

2. Project Management

During this period, Chorus built out the project team including a Senior Program Manager, a Product Manager, a Community Engagement Manager, a Lead Designer, and a Lead Solutions Architect.

In consultation with Project Lead, Kiran Sahota, and the other subcontractors on the project, we drafted an initial project timeline that outlined various implementation and dissemination tasks. In a meeting on December 5th hosted by Chorus and attended by all project subcontractors, the group reviewed deliverables in more detail and began refining the timeline. The group discussed interdependencies of deliverables, corresponding engagement activities, and action items for the Counties. This resulted in clarification of the timeline for the next two months (December 2022 and January 2023) and the group committed to continue to define the timeline for the first two quarters of 2023 in the January 2023 subcontractor meeting.

Chorus is prioritizing the following during December 2022 and January 2023:

- Create question guides for stakeholder meetings in collaboration with other subcontractors.
- Complete landscape analysis of existing advance directive products.
- Develop draft user personas and journeys.
- Research and develop draft product requirements.

- Obtain feedback and refine user personas, journeys, and product requirements through stakeholder engagement.
- Begin developing wireframe of PAD template that shows basic structure.
- Begin developing wireframe of Training Toolkit that shows basic structure.
- Initial planning around data governance strategy, security & information security requirements.

3. Discovery and Planning

Foundational Background Research

Chorus conducted market research to build foundational knowledge regarding existing technologies that support the use of PADs and PADs implementation efforts in other states and nationally. This was helpful to get a more robust understanding about barriers and potential solutions to implementation that Chorus, and the larger project team, should consider as we proceed with the current project. For example, Substance Abuse and Mental Health Services Administration (SAMHSA) convened an expert panel on PADs in 2018 and created a guide providing background and practical information to those interested in promoting the use of PADs. They also developed an app, My Mental Health Crisis Plan, allowing a person to create and store a PAD on their smartphone. In using the app, we identified both strengths and potential areas for improvement to consider as we plan our design and functionality.

In conducting a review of PADs implementation in other states, at least two other states, Colorado and Virginia, were found to have some level of digital support for PADs. Colorado has a state website dedicated to PADs which includes background info, training materials, and an FAQ. They also appear to be in the process of building an online web portal which would serve as a place to enter and store PADs. At this time it was not accessible to further assess functionality. Virginia also has a dedicated website for PADs that has educational info on how to create a PAD and what to do with it once it is created. They have a state registry that allows the public to upload and view a copy of their completed PAD. Others can access an individual's PAD, but only if they have a specific registration number.

Overall, this market research surfaced barriers to successful implementation of PADs that we believe have the capacity to be addressed through technology solutions. It will be crucial to think through, and address to the greatest extent possible, the following barriers as we consider the design and features of our app:

- Content of PADs not focused on psychiatric health and instructions to help in a MH crisis.
- Confusing and long PADs templates, perception that they are cumbersome and time consuming.
- Difficulty verifying validity of the document.
- Lack of a single portal for the storage, access to, and retrieval of a PAD. Individuals have a hard time keeping track of a hard copy document in times of crisis and law enforcement, hospitals, and other health care professionals often cannot access an individual's PAD during a mental health crisis.
- Persons appointed as healthcare agents are unaware of the PADS, are unaware of their responsibilities, and have limited experience navigating emergency settings and communicating with clinicians. This potentially inhibits their ability to be effective advocates.

Landscape Analysis

The goal of a landscape analysis is to comprehensively look at the user experience (UX) created by similar services. We can then test these experiences in 1:1 user interviews and community engagement meetings. This allows us to validate design assumptions for a PADs solution based on the UX flows other similar services have constructed.

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In our landscape analysis, we looked at the following advance directive (AD) and related digital services:

- MedicAlert Foundation
- MyDirectives
- SAMHSA (My Mental Health Crisis Plan)
- SAMHSA (Suicide Safe)
- US Advanced Care and Plan Registry (USACPR)

For each of the above services, we analyzed the user experience, i.e. how a user interacts with and experiences a product, system or service.

- Initial onboarding process
- How a service handles the creation of an advanced directive

We also looked at each service's brand, which includes elements such as:

- Common visual motifs
- Calls to action
- Each service's value proposition
- Copywriting and voice
- Use of color, contrast, etc.

Brief Summary of Landscape Analysis Findings

MyDirectives and SAMHSA (My Mental Health Crisis Plan) performed the best during our UX audit, scoring favorably for their chunking of information in the PADs forms, as well as their relatively straightforward and minimalist design choices. In particular, MyDirectives attempts to incorporate helpful tips and explainers of complex terminology specific to the type of AD (medical or psychiatric) that is being completed. Additionally, both services made some type of effort to have a unique onboarding and first-time UX, which we feel is an integral part of onboarding new users to a potential PADs product. However, we identified areas for simplification - particularly since our scope can make us more targeted than an all encompassing AD provider like MyDirectives - as well making tips and helpful pointers better integrated into our service than the aforementioned products.

USACPR and MedicAlert scored poorly for the overall information architecture and brand, and USACPR suffered particularly from displaying walls of text to users, as well as no clear 'next step' for users who wanted to get started on creating their ADs. However, MedicAlert's dashboard view seemed like an acceptable model to pull some inspiration from, with large visual elements that are easily clickable and accessible for less tech-savvy users.

PADs Template Research

To begin planning for the structure and components of the PAD template that will need to be built into the app, Chorus reviewed existing PADs from the states of California, North Carolina, Washington, Illinois, Texas, and the template created by the Bazelon Center for Mental Health Law. We identified the commonalities in the prompts/questions asked across the documents and categorized them by themes, resulting in the following tentative sections: Statement of Intent, Appointment of Health Care Agent, Mental Health Care Instructions, Physical Health Care Instructions, Other Instructions, and Statement of Witnesses.

While the specifics of the document for the purposes of this project are still to be determined through the stakeholder engagement process, this gives Chorus a starting point as we begin to think through the structure and functionality of the template portion of the app.

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User Personas and Journeys

To aid in the design of the app and identification of beneficial functionality, it is important for the Chorus design team to understand more about the users for whom the app is being created. In the early stages of a project, this is achieved by developing user personas and journeys. The user personas are composite profiles of archetypal users of the app that include things such as demographic characteristics, information about tech literacy, personality traits, and the potential goals, motivations, and frustrations of the user. User journeys build up on these personas and provide information about how a particular user persona is anticipated to interact with the app being built including identifying different touchpoints, thoughts/feelings, pain points, and opportunities as they navigate the product.

Chorus has created initial draft user personas and has begun to develop user journeys. The user personas created are representative of the main groups of users we anticipate accessing the platform and include those of a consumer/client/person served, a trusted healthcare agent/family member, a Peer Specialist, a police officer, a mobile crisis team clinician, and a psychiatrist. Chorus will obtain feedback from stakeholders and counties as relevant to continue to refine understanding of the potential users of the app.

App Feature and Design Planning

In beginning to conceptualize features of the app, we have initially been thinking about two main user groups - those who need to participate in the creation of the PAD and those who will need to access it once it is created. The features listed below will be revised and expanded as additional feedback is obtained through stakeholder engagement process.

Anticipated features include:

- Navigable access to tool-box resources or educational materials
- Ability to review, revise and distribute the PADs form.
- Considerations for version control, providing users the ability to review past versions of the PADs form.
- Ability to facilitate electronic signatures.

Basic Requirements:

- An editable PAD form.
    - Ability to navigate and edit sections of the form.
    - Ability to asynchronously modify sections of the form.
    - Ability to save a user's form progress and continue at a later time.
- Ability to verify identity of the user creating/editing/accessing the PAD.
- Access for trusted healthcare agent (e.g. family member, friend, caregiver).
- Entities such as law enforcement, mobile crisis teams, hospitals, etc. need access to the platform and a way to verify credentials/affiliations when registering professionals/entities would be needed
- Way to associate the client/consumer and their PAD with the entities that need access (e.g. the client/consumer could choose to give the local hospital or mental health clinic access)?
    - Ability for the client/consumer to invite/choose to permit certain planned access (professional or non-professional)
    - Mechanism for emergency/unplanned access (probably limited to professionals)
- Customized view of PADs information based on role (e.g. the information law enforcement or a mobile crisis team may need to see to help de-escalate an immediate crisis will likely differ from the information the hospital needs to see in order to administer ongoing treatment).
- Additional requirements to be identified and explored during the stakeholder engagement process.

We have also begun to think through how to handle the storage and access of training documents and content on the app and will be partnering closely with Painted Brain/CAMHPRO and Idea Engineering (who will be developing the content), the Counties, and stakeholders regarding the most useful ways to display and incorporate the following content:

- Informational videos in nine languages
- Print material in seven languages (two languages do not have a written language)
- Standardized training videos on how to complete PADs
- PADs "tool-kit" for county/county contracted providers to use in the future

Work Projected for January-June 2023

Chorus is planning, in collaboration with Painted Brain/CAMHPRO and Idea Engineering, for stakeholder engagement meetings to begin in January 2023, initially focused on the template development. It is anticipated that this process will continue through the spring. We will be working with the Counties to ensure relevant stakeholders are convened to provide feedback and suggestions regarding the template document and the functionality of the platform. Chorus will also participate in the project's Template Subcommittee.

Simultaneously, Chorus plans to further define the product requirements and begin the creative phase by designing wireframes. The wireframes will serve as the blueprint for the applications essential interface including core functionality and user flows. Analogous to an actual blueprint, the wireframes' focus is around the utility of the app rather than specific design aesthetics (which comes at a later time). The wireframes will also be shared with the Counties and relevant stakeholders for feedback and refinement. Chorus will partner with Idea Engineering regarding branding to ensure that the resulting look and feel of the project and the platform are cohesive and reflect stakeholder feedback.

Once wireframes are approved and finalized, Chorus will continue the creative phase through Art Direction (or Visual Design) and Production Design. These phases will begin incorporating the branding elements from Idea Engineering's branding efforts. Through another iterative approach of reviews and approvals the creative phase will transition into the actual programming or build of the application. Depending on the rate of progress, Chorus anticipates the Build Phase to start in June and continue into the 3rd quarter of 2023. The build phase will either prioritize prototypes of key components or an actual alpha/beta version of the PADs application.

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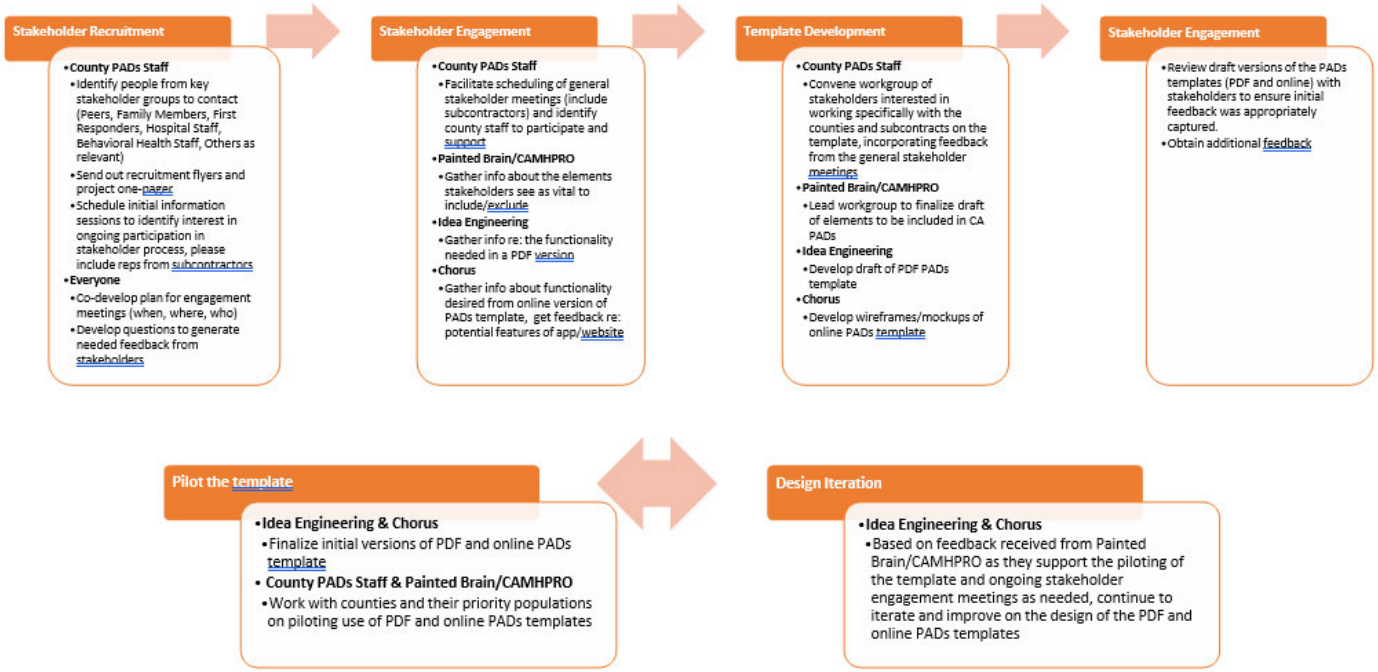
Stakeholder Engagement Process

PADs Template Development Workflow



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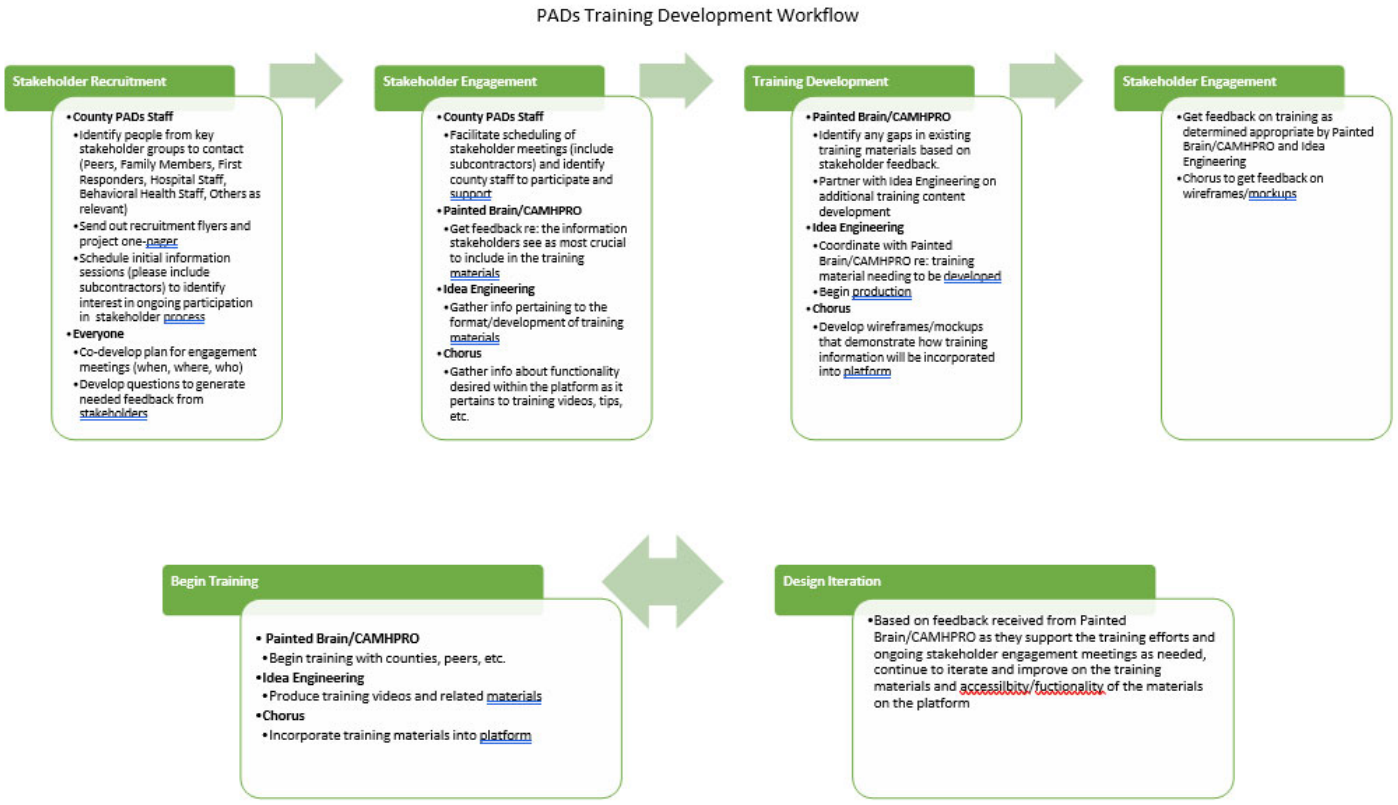

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Meeting Date	Type	Attendance	Summary of Discussion Topics
10/3/22	County Engagement - Orange County	Gail DiRaimondo, Bowen Chung, Gary Shaheen, Charles Samuel Western, Daniel Gibbs, Jackie Satoankaew, Maria Gonzalez, Eric Yousefian Tehrani, Negar Doroudian	Project overview and initial planning, identify local stakeholders and begin discussion re: plan for engagement partnership between county and Chorus
10/3/22	County Engagement - Monterey County	Gail DiRaimondo, Bowen Chung, Gary Shaheen, Charles Samuel Western, Tawnya Mateski, Jon Drake, Wes Schwalbach, Cesar Anaya	Project overview and initial planning, identify local stakeholders and begin discussion re: plan for engagement partnership between county and Chorus
10/5/22	County Engagement - Mariposa County	Gail DiRaimondo, Bowen Chung, Gary Shaheen, Charles Samuel Western, Jinger Feuerstein, Laura Glenn	Project overview and initial planning, identify local stakeholders and begin discussion re: plan for engagement partnership between county and Chorus
10/5/22	County Engagement - Fresno County	Gail DiRaimondo, Bowen Chung, Gary Shaheen, Charles Samuel Western, Erin Chan-Gordon, Ahmad Babcock	Project overview and initial planning, identify local stakeholders and begin discussion re: plan for engagement partnership between county and Chorus
10/5/22	County Engagement - Tri-City	Gail DiRaimondo, Bowen Chung, Gary Shaheen, Charles Samuel Western, Amanda Colt	Project overview and initial planning, identify local stakeholders and begin discussion re: plan for engagement partnership between county and Chorus
10/5/22	County Engagement - Shasta County	Gail DiRaimondo, Bowen Chung, Gary Shaheen, Charles Samuel Western, Melissa Field	Project overview and initial planning, identify local stakeholders and begin discussion re: plan for engagement partnership between county and Chorus
10/6/22	County Workgroup	Gail DiRaimondo, Bowen Chung, Gary Shaheen, Charles Samuel Western, Kiran Sahota, Dan Sennett, Jinger Feuerstein, Eboo Chan-Gordon, Eric Yousefian Tehrani, Negar Doroudian, Amanda Colt, Jennifer Bruggeman, Melissa Field	Peer contractor update, project timeline, discussion of priority populations and stakeholders, Chorus report out of meetings with counties, discussion re: purpose of this meeting going forward
10/7/22	Chorus & BBI	Gail DiRaimondo, Bowen Chung, Gary Shaheen, Charles Samuel Western	Debrief re: county meetings, discussion of coordination between Chorus and BBI and next steps
10/20/22	County Workgroup	Gail DiRaimondo, Bowen Chung, Charles Samuel Western, Kiran Sahota, Dan Sennett, Eboo Chan-Gordon, Negar Doroudian, Amanda Colt, Jennifer Bruggeman, Melissa Field, Alejandra Valencia, Jeanne Spencer, Lynn Burdell, Luis Garcia, Wes Schwalbach, Tri Nguyen	Updates to project website, search for PAD SME to join project, update on peer contract, feedback on meeting structure, PAD training, language re: peers, next steps re: community engagement, review of proposed timeline document
10/20/22	Tri-City PAD Info Meeting	Amanda Colt, Kiran Sahota, Gail DiRaimondo, Billy Dinh, Bold, Bula, Shawn Smith, Jay Alvarado	Presentation to law enforcement representatives about project - Q&A
10/24/22	Project Management	Gail DiRaimondo, Armen Arutyan, Bowen Chung, Kiran Sahota	Contracting updates, search for SME re: PADs, strategies re: county workgroup meeting agenda, SharePoint, setting up subcontractor meeting
11/1/22	Chorus & Idea Engineering	Gail DiRaimondo, Brian Lee, Jeanne Spencer, Alejandra Valencia	Intros, project management, stakeholder engagement needs/plan
11/3/22	County Workgroup	Gail DiRaimondo, Bowen Chung, Gary Shaheen, Charles Samuel Western, Kiran Sahota, Courtney Case, Eboo Chan-Gordon, Eric Yousefian Tehrani, Danny Gibbs, Maria Gonzalez, Jackie Satoankaew, Marisol Gibson, Negar Doroudian, Amanda Colt, Jennifer Bruggeman, Alejandra Valencia, Jeanne Spencer, Wes Schwalbach, Tri Nguyen, Jinger Feuerstein, Andrea Wagner, Katy Sommerfeld, Kevin Freitas, Bowdoin Chambers, Gaby Garcia, Princess Kosinski, Tristan Screpin	Introduction and overview of Painted Brain/CAMHPRO, review of project one-pager and flyer created by IE, action steps
11/7/22	Project Management	Gail DiRaimondo, Armen Arutyan, Bowen Chung, Kiran Sahota	Creation of workflows for county, planning for in-person Dec subcontractor meeting, discussion re: evaluation process, update on PADs SME search and connection to hospital association
11/8/22	Subcontractor Mtg	Gail DiRaimondo, Brian Lee, Bowen Chung, Princess Kosinski, Gaby Garcia, Tristan Screpin, Andrea Wagner, Katy Sommerfeld, Kevin Freitas, Dan Sennett, Nicole Eberhart, Courtney Kase, Gary Shaheen, Jeanne Spencer, Alejandra Valencia	Discussed meeting purpose, planning for 12/5 in-person meeting, reviewed template development and stakeholder engagement workflows, action steps
11/10/22	Chorus and Painted Brain/CAMHPRO	Gail DiRaimondo, Armen Arutyan, Brian Lee, Princess Kosinski, Tristan Screpin, Andrea Wagner, Kevin Freitas	Introductions, orientation to roles on project, discussion re: collaboration
11/16/22	Chorus & BBI	Gail DiRaimondo, Gary Shaheen, Charles Samuel Western	Discussed Chorus' participation in education/engagement and then in training down the line and aspects that BBI wants to evaluate

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11/17/22	County Workgroup	Gail DiRaimondo, Gary Shaheen, Charles Samuel Western, Kiran Sahota, Dan Sicoroff, Edoo Chan-Gordon, Lisa Crossley, Eric Yousefian Tehrani, Danny Gibbs, Maria Gonzalez, Jackie Salasuhana, Negar Doroudian, Marisol Gibson, Amanda Colt, Jennifer Bruggeman, Alejandra Valencia, Jeanne Spencer, Wes Schweikhard, Shannon Castro, Jinger Feuerstein, Luis Garcia, Melissa Field, Shawna Flanigan, Erin Pillsbury, Katy Sommerfeld, Kevin Freitas, Gaby Garcia, Princess Kosinski, Tristan	Update re: connection to law enforcement and hospitals, update on Painted Brain/CAMHPRO's meetings with counties, review of project one-pager and flyer created by IE, update on subcontractor meeting planned for 12/5, discussion of potential subcommittees
11/21/22	Project Management	Gail DiRaimondo, Armen Arevian, Bowen Chung, Kiran Sahota	Planning for subcontractor meeting on 12/5 - agenda, how to organized discussion, reviewed Figma
11/29/22	Chorus & Idea Engineering	Gail DiRaimondo, Jeanne Spencer, Alejandra Valencia	Reviewed/discussed Figma for 12/5 meeting, discussed coordination between IE and PB/CAMHPRO re: training etc.
12/1/22	County Workgroup	Gail DiRaimondo, Bowen Chung, Janet Sanchez, Gary Shaheen, Kiran Sahota, Dan Sicoroff, Edoo Chan-Gordon, Lisa Crossley, Eric Yousefian Tehrani, Maria Gonzalez, Negar Doroudian, Marisol Gibson, Amanda Colt, Jennifer Bruggeman, Alejandra Valencia, Jeanne Spencer, Wes Schweikhard, Jinger Feuerstein, Melissa Field, Erin Pillsbury, Katy Sommerfeld, Kevin Freitas, Gaby Garcia, Princess Kosinski, Tristan	Threshold languages, Update on OC engagement with law enforcement, review of project one-pager and flyer created by IE and website updates, in-person meeting in March
12/5/22	Subcontractor Mtg	Gail DiRaimondo, Brian Lee, Janet Sanchez, Armen Arevian, Bowen Chung, Princess Kosinski, Gaby Garcia, Eder Garcia, Tristan Scorpio, Savannah Thomas, Andrea Wagner, Katy Sommerfeld, Kevin Freitas, Concetta, Dan Sicoroff, Nicole Eberhart, Courtney Edoo, Gary Shaheen, Nanette Goodman, Jeanne Spencer, Alejandra Valencia	Chorus presented landscape analysis of existing PAD/AD tools, review of contract deliverables and plotting of deliverables on timeline, discussion re: stakeholder engagement strategy, discussion re: scope of evaluations, discussion re: training needs
12/15/22	County Workgroup	Gail DiRaimondo, Bowen Chung, Janet Sanchez, Gary Shaheen, Kiran Sahota, Alejandra Valencia, Jeanne Spencer, Dan Sicoroff, Edoo Chan-Gordon, Lisa Crossley, Eric Yousefian Tehrani, Danny Gibbs, Maria Gonzalez, Jackie Salasuhana, Marisol Gibson, Negar Doroudian, Amanda Colt, Jennifer Bruggeman, Jessica Hunt, Daniel Restivo, Nicole Carroll, Wes Schweikhard, Shannon Castro, Jinger Feuerstein, Andrea Wagner, Katy Sommerfeld, Gaby Garcia, Princess Kosinski, Tristan	Report out re: subcontractor mtg on 12/5, discussion about planning for stakeholder engagement in January - starting with template and marketing, county action items, Updates on March convening and interpretation/translation services
12/22/22	Engagement Strategy Mtg	Gail DiRaimondo, Bowen Chung, Janet Sanchez, Princess Kosinski, Gaby Garcia, Savannah Thomas, Andrea Wagner, Katy Sommerfeld, Kevin Freitas, Jeanne Spencer, Alejandra Valencia, Kiran Sahota, Concetta Reyes	Strategized regarding each subcontractor's engagement needs, how to best align engagement activities across all groups, and discussed a proposed structure to engagement meetings and workgroups.

Chorus - Initial questions for Stakeholder Groups

Peers

- Have you used a PAD/AD before?
  - Yes - what was your experience like?
  - No - any particular reason why not?
- What comes to mind when you think about PADs? What are your impressions of the document and process of completing one?
- What kind of information do you wish professionals could have about your needs and preferences during a moment of crisis or when needing treatment?
- Have you used MyDirectives/SAMHSA before?
  - Yes - what was your experience like?
  - No - any particular reason why not?
- What would deter you from using PAD technology?
- What would make you more inclined to use PAD technology?

Trusted Advocate/Health Care Agent (family members/friends)

- How do you currently advocate for/support people to make decisions regarding their mental health?
- What would make it easier/harder for you to be an effective advocate?
- What are the best ways to involve [consumer?] in planning for their mental care/support?
- What do you wish law enforcement/crisis team/hospital/outpatient clinic knew about [consumer]?

Questions for all first responders, hospitals, treatment providers

- Have you ever encountered someone who had a PAD before? If so, what was your experience like?
- When you are working with someone experiencing a mental health crisis, what type of information would it be most helpful for you to have in order to have a more effective interaction or provide treatment?
- What are your current challenges when using new technology in your line of work?
- What would deter you from using a PAD technology?
- What would make you more inclined to use a PAD technology?
- Do you have any thoughts or concerns about how accessing a PAD could fit into your current workflows?
- Are there any unique scenarios you encounter during the course of your work as it pertains to how/when you would access a PAD of which we should be aware?
- Do you feel that any topic or issue about PADs has not been addressed?

Law Enforcement

- Thoughts about incorporating PADs information into CLETS?
  - Who would need to be involved in that decision making process and the actual integration of the technology?

First Responders (Field-based teams)

- If you often work in rural or other areas that do not have adequate internet access, how do you typically access information in the field?
  - Thoughts/suggestions around the most convenient/realistic ways to obtain information from the PADs app/website when working in an internet "dead zone"?
    - Possible suggestions: through dispatch, way to download and save and/or print for offline use

Appendix W: Chorus Innovations: Year End Update (PADS) (Page 14 of 25)

Timeline		Q1 2023		
		January	February	March
Project Meetings				
Stakeholder Engagement	Painted Brain/CAMHPRO	Listening session planning & coord. + threshold languages Distribute info materials through Lead & Partner agencies, counties' social media platforms to aid recruitment. Hosting peer voice feedback sessions (January - April) for the template (2.5 hours, North, South and Central California) plus 1 virtual group for all 7 Counties.	Hosting peer voice feedback sessions (January - April) for the template (2.5 hours, North, South and Central California) plus 1 virtual group for all 7 Counties.	Hosting peer voice feedback sessions (January - April) for the template (2.5 hours, North, South and Central California) plus 1 virtual group for all 7 Counties.
	Idea Engineering	Continue brief conversational interviews with range of stakeholders: Peers, professionals, family members; all counties Participate in stakeholders sessions		

Appendix W: Chorus Innovations: Year End Update (PADS) (Page 15 of 25)

	Chorus	Obtain feedback and refine user personas, journeys, and product requirements through stakeholder engagement.		
	CFC/Counties			
PAD Template Development	Painted Brain/CAMHPRO			
	Idea Engineering			
	Chorus	Develop wireframe of PAD template that shows basic structure.		
	CFC/Counties			
Training Creation & Delivery	Painted Brain/CAMHPRO	Research & review current PADs training curriculum and implementation within peer communities (i.e. practical application)		
	Idea Engineering			

Appendix W: Chorus Innovations: Year End Update (PADS) (Page 16 of 25)

	Chorus	Develop wireframe of Training Toolkit that shows basic structure.		
	CFC/Counties			
Branding and Project Communications	Painted Brain/CAMHPRO			
	Idea Engineering			
	Chorus			
	CFC/Counties			
PADs Platform Development	Painted Brain/CAMHPRO			
	Idea Engineering			
	Chorus	Initial planning around data governance strategy, security & information security requirements		
	CFC/Counties			

Appendix W: Chorus Innovations: Year End Update (PADS) (Page 17 of 25)

Evaluation - Process and Implementation	**RAND**	Develop Facilitator training evaluation protocol - Pre/Post-Survey with PADs Facilitators Develop Facilitator training evaluation protocol - Focus Groups with PADs Facilitators		
Evaluation - Platform	**BBI**	Develop coordinated schedule of site visits with Chorus & PB/CAMHPRO Attend/observe Chorus meetings and PB/CAMHPRO trainings Identify prospective County and 1st cohort stakeholder interview participants		

Appendix W: Chorus Innovations: Year End Update (PADS) (Page 18 of 25)

Statement of Intent
Legal language re: purpose/intent of the document *(Baz, NC, WA)*
Itemized list of what information is/isn't included in the document *(Baz)*
Appointment of Health Care Agent
Designation of Health Care Agent and Alternate(s) *(CA, Baz, NC, WA)*
Agent's and alternate's acceptance of designation, including signature *(Baz)*
Definition of Authority Granted *(CA, Baz, NC, WA)*
Option to specify limits to scope of what HCA can decide *(CA, NC, WA)*
Court Appointed Conservator *(CA, Baz)*
Mental Health Care Instructions
Who to notify upon admission to psychiatric facility? *(CA, Baz, NC)*
Individuals permitted to and prohibited from visiting *(CA, Baz, WA)*
Choice of treatment facilities *(CA, Baz, NC, WA)*
Primary physician for MH Care *(CA, Baz, NC, WA)*
Alternate physicians for MH Care *(CA, Baz, WA)*
Physicians NOT to be treated by if hospitalized *(CA, Baz, WA)*
Other preferred MH treatment providers *(WA)*
Methods for avoiding emergency situations *(CA, NC, WA)*
Choices for emergency interventions *(CA, Baz, WA)*
Choices for routine psychiatric medications (both those desired and not desired, also side effect concerns) *(CA, Baz, NC, WA)*
Choices for emergency psychiatric medications *(CA)*
Choices regarding electroconvulsive therapy *(CA, Baz, NC, WA)*
Preference for alternatives to hospitalization *(WA)*
Physical Health Care Instructions
Primary physician for medical care *(CA)*
Statement of desires, special provisions, and limitations *(CA)*
Choices re: experimental studies and drug trials *(CA, Baz)*
Instructions for life saving treatment *(CA)*

Choices regarding contribution of anatomical gift/organ donation *(CA, NC)*
Instructions re: Autopsy *(CA)*
Other Instructions
Care and Temporary Custody of Children + Alternates *(Baz)*
Preferences regarding revocation or termination of the PAD, duration of PAD *(Baz, WA)*
Preferences or instructions about personal affairs (e.g. care of pets, bill payment, household, notification of employer) *(WA)*
Statement of Witnesses
Space for two signatures required in CA *(CA, Baz, NC, WA)*
Notary Option - in CA if not possible to get witness signatures *(CA, Baz, NC)*

Links to full forms:
Bazelon Center Template
CA Template
NC Template
WA Template

Examples of much more succinct forms, which include the bare minimum from options above:
IL Template
TX Template

Appendix W: Chorus Innovations: Year End Update (PADS) (Page 20 of 25)

Peer - Richard	Onboarding	PAD Creation	Sharing	Editing & Updating
Actions	Reviews training tool-kit	Complete the PAD template	Shares the PAD with trusted individuals/health care agent, gets individuals to sign the PADs/notary	Return to the PAD to make changes to information after it is signed
Touchpoints	Training Videos, Training FAQ, other training docs created	PAD template, reference back to training/instructional material	PAD template and mechanism to get signatures and share with others	PAD template and mechanism to get signatures and share with others
Thoughts	Pain • Can I trust this? • Am I going to understand this? • Is it going to take a lot of time? • I don't want to think about times when I'm not doing well Gain • Completing this is going to help me • I want to have people respect my wishes	Pain • This is a lot to think through • I don't have time for all of this right now • I'm not sure what all of this means/is asking for Gain • It's helpful to think through these things now, when I'm feeling good • This is really thorough and I feel like I have a better chance to have a less bad experience next time I'm in crisis	Pain • I put a lot of work into this, how will others know to look at it? • I'm not so sure I want EVERYONE seeing EVERYTHING I wrote in here • The person I'm listing as my health care agent is busy, how am I going to get them to sign this? Gain • I feel better having completed this. • I'm glad others will have a copy of this to advocate for me when I'm not doing well	Pain • I hope I can figure out how to edit this without messing it all up. • I'm going to have to bother people for signatures again. Gain • I'm glad I can update this without doing the whole thing over again. • I'm glad I can make changes as I learn what helps me the most when I'm in crisis
Feelings	Anxious, overwhelmed, apprehensive	Overwhelmed, confused, but maybe hopeful	Accomplished, hopeful, relieved, nervous (about sharing out their personal information)	Mostly happy, a little worried
Pain Points	Attending to videos or other complicated instructions	Completing the amount of information that is being asked for Difficulty coming up with all of the answers in one sitting	Trusting that the system will protect their information, share it per their wishes How will others, who aren't necessarily known in advance, know to access this when I'm in crisis?	Returning to something that was completed/done and needing to change only a few things within a large form.
Opportunities	• Create welcoming experience • Develop easily accessible/digestible training info	• Make sure the doc is saveable and people can complete over time • Organize/display the information in a way that is least overwhelming • Make it clear what is required vs. optional • Create pathways to easily refer back to training and consider incorporating tips along the way in the template.	• Create user-friendly way to share the PAD for signatures • Develop user roles that tailor the information viewable in one's PAD to only what is relevant to the receiver/viewer. Make this transparent. • Allow the PAD to be shared via email and/or QR code • Option to print	• Make it easy to find/search for the section(s) one wants to edit. • Save and make viewable past versions of the PAD for reference in case mistakes are made. • Create user-friendly way to share the PAD for signatures

Trusted Advocate/Healthcare Agent - Diane	Onboarding	Designation as Healthcare Agent	Access	Editing & Updating
Actions	Reviews training tool-kit	Signature and Receipt of Copy	View completed PAD	Signature and Receipt of Copy
Touchpoints	Training Videos, Training FAQ, other training docs created	PAD template, signature feature	PAD template	PAD template, signature feature
Thoughts	Pain • I don't have a lot of time to go through training about this • Am I going to remember how to use this in a crisis? • What am I legally required to do? Gain • I'm glad there's something I can look at on my own time to see how this works	Pain • This is a big responsibility and puts pressure on me to do the right thing for Richard • There is a lot of information included here, it's a bit overwhelming • I better not have to try to sign my name in a tiny box on my phone. Gain • I'm glad to be able to help Richard and to know what his wishes are • Relieved there is a place where this document is stored so I don't have to keep track of it among all my other papers/documents	Pain • I just got a call from the emergency room about Richard, how do I access his PAD?? Gain • I'm so glad I have something to refer to ask they are asking me to make decisions about his treatment.	Pain • I thought I already signed this? • What has changed? Gain • Glad to see Richard is keeping this updated so it's accurate should I ever need to use it on his behalf
Feelings	Overwhelmed, optimistic	Overwhelmed, grateful	Stressed, worried for loved one	Content
Pain Points	Having too much content to review or content that is not relevant to the role of a healthcare agent	Might need to review it in more than one sitting and lost track of where she left off. Uncertainty about how to access again in the future when it's needed.	It's been months since she last looked at/interacted with the PAD app and now she needs to navigate it urgently. She needs to be able to find specific information quickly	Trying to figure out what has changed.
Opportunities	• Create dedicated training section for the healthcare agent so they can focus in on what is most relevant to them. (Can explore other sections if so inclined). • Include both video and written explanations of the role of the healthcare agent	• Mechanism to track review status of the healthcare agent in case they need to leave and come back • Accessible (big and simple) signature mechanism • Clear instructions on how to access it in the future. • A mechanism for access that doesn't rely on an email or code you were sent months/years ago	• Create easy and intuitive way for the healthcare agent to access the PAD • Clear organization of information in the PAD for quick access, possibly with a way to search for something specific • Quick reminder/tips on how to use the app for urgent situations.	• Develop a way to highlight areas were changes were made so the healthcare can easily identify what needs to be re-reviewed before signing.

Peer - Richard

- Demographics
  - Age: 52
  - Occupation: Not employed, receiving disability benefits
  - Education Level: Some college
- Profile
  - Richard is single. He has a sister who lives in the area and they see each other every few months. He has a couple friends who he sees every few weeks and a treatment team that checks on him at least weekly. He was diagnosed with bipolar disorder when he was 32 after struggling for several years with maintaining employment and interactions with the legal system. He has been psychiatrically hospitalized 8 times, most recently three months ago. He has been on and off medications for the last two decades and more recently has found a combination that works for him, but at times still feels like the medication slows down his ability to think/process things. His housing has been pretty unstable over the last few years and he is currently unemployed.
- Daily Tech Interaction
  - Richard has a cell phone with limited data. The place where he is staying currently has internet and a computer, but it is shared with others. Sometimes he goes to the library down the street to use the computer to look for jobs etc. He mostly uses the internet to get information about employment, housing, and to look at news/sports related sites/apps.
- Goals
  - To find and maintain a part-time job
  - To get his own apartment
  - To stay out of the hospital
- Motivations
  - Richard is motivated to increase his stability and gain more independence in his life.
- Frustrations
  - Struggles to process complex instructions. If he sees too many steps or too many words, he is likely to get distracted and/or give up.
  - Often gets frustrated by the mental health system due to how hard it can be to navigate and, more recently, because his case worker keeps changing every few months.
  - He has had negative experiences in the past when hospitalized and at least a few of the times felt he was worse off following the hospitalization than before he went in.

Trusted Advocate/Health Care Agent - Diane

- Demographics
  - Age: 50
  - Occupation: High School Teacher
  - Education Level: College
- Profile
  - Diane is divorced and has two children. Between teaching at the high school and managing everything going on with her high school-aged kids, she does not have much free time and is often exhausted. Her brother, Richard, has been struggling with mental illness for years and although she loves him very much, she has had to keep him at a bit of a distance to protect her own wellness. She does try to help him when she can and makes an effort to call him when she hasn't heard from him in awhile.
- Daily Tech Interaction
  - Because she has teenagers and interacts with them all day long on her job, Diane is fairly tech-aware (she knows "what the kids are into"), but sometimes still feels intimidated using new

technology herself. Her school has adopted various technology solutions over the years, including having to figure out how to teach virtually over the pandemic. That was a rough transition for her, but she eventually got the hang of how to do it with a lot of support from fellow teachers and some tech-support from her kids. She mostly sticks to using the standard apps on her phone and isn't really that interested in participating in tech trends.

- Goals
  - To support her brother in his recovery
- Motivations
  - It is an added stress/worry for her when her brother is not doing well.
  - She wants the best for her brother
- Frustrations
  - She doesn't always know how to help her brother and that makes her feel hopeless
  - She has seen how the mental health system has not always functioned in ways that were helpful to her brother and has sometimes ignored, or been unable to provide, what he wanted/needed to get better

Peer Support Specialist - Maria

- Demographics
  - Age: 35
  - Occupation: Peer Support Specialist
  - Education Level: High School
- Profile
  - Angela lives in a house she shares with her mom and two sisters. Since graduating high school, she has struggled with her mental health and was not able to attend college. She went through a period in her 20s where she was getting hospitalized 2-3 times per year. About five years ago, she was finally able to find the right treatment to stabilize her severe, chronic depression and anxiety. Within the last two years, she got a job at a community mental health clinic as a peer support specialist. She is currently in the process of completing her peer certification training.
- Daily Tech Interaction
  - Angela has a cell phone and a laptop that she spends a fair amount of time on. When she was a teenager, she began to connect with others on the internet who shared similar interests and could understand what she was dealing with day-to-day. She is comfortable using social media and it is one of the main ways she stays connected with friends and family. At work, she has to use software such as Word, Excel to do her work. She is also learning how to use the electronic health record where she will need to begin writing notes to bill for services.
- Goals
  - Wants to help others who are having mental health challenges find stability and lead fulfilling lives.
  - To have a role in advocating for improved treatment and support for those living with mental illness both locally and more broadly.
- Motivations
  - Had some pretty negative experiences with the MH system including a psychiatrist who refused to give her the medications she knew to be helpful during her hospitalization. Doesn't want others to have that experience.
  - Thinks being able to use technology is important and wants to help others learn.
- Frustrations
  - Finds that some spaces dedicated to mental health issues on the web aren't very approachable/welcoming.

- Strongly dislikes sites/information about mental health that are only written from the perspective of professionals/centering the professional voice

First Responder (Law Enforcement) - Randall

- Demographics
  - Age: 40
  - Occupation: Police Officer
  - Education Level: Bachelor's Degree
- Profile
  - Randall is married with two children. He's been working for the police dept. for the last 13 years. Over the past five years or so, he has noticed an increase of calls he's responding to where the person seems to be having severe mental health issues and/or to be under the influence of drugs or alcohol. His department is also aware of this trend, so they have started requiring their officers to take training on how to interact with people experiencing mental health and substance abuse issues. He feels those trainings have been helpful, but there is just so much variation in how people present day-to-day, he's still not always sure the best way to intervene. He's been involved in situations where things he and his partner tried just seemed to make the situation worse and has had to arrest people versus getting them to calm down so they could get help.
- Daily Tech Interaction
  - Randall has seen an increased use of technology in his job over the last 13 years. His patrol car is equipped with a laptop. He has the ability to access real-time information regarding the call he is responding to and can look up information when he's on site. There are several other technologies that his department is now using or testing that he has to incorporate into his day-to-day (e.g. body cams, license plate readers, drones etc.) In his personal life, he's often on his phone and is adept at using a wide range of apps (for entertainment/recreation, managing finances, communication/social media, etc.).
- Goals
  - To serve and protect the public
  - To increase positive interactions with the public when responding in the community
- Motivations
  - Got into this line of work to help people and to keep people safe
  - Given the high-risk nature of the work, is motivated to get home safely to his family
  - The department is facing staffing issues, but they still have a high volume of calls to cover. Need tools to be more effective, efficient.
- Frustrations
  - There has been a lot of new technology introduced into policing, but not all of it has been helpful and some of it is cumbersome
  - He is not a mental health clinician, nor did he want to be one. Having to respond to calls where that is the main issue can be frustrating and not always feel like the best use of his time.

First Responder (Clinical) - Amy

- Demographics
  - Age: 39
  - Occupation: Licensed Clinical Social Worker
  - Education Level: Master's Degree
- Profile
  - Amy is single and lives with her dog and cat. She has been working for the county department of mental health for about 15 years. The last 10 of those years have been spent working on the

mobile crisis outreach team (MCOT), where she was recently promoted to supervisor. She spends most of her work day out in the field, responding to calls in a variety of settings from homeless encampments to board and cares to schools. At least once a week, she has to work the late-night shift. Depending on the nature of the call, she and her team sometimes call law enforcement to co-respond with them.

- Daily Tech Interaction
  - In her day-to-day work, Amy interacts a lot with the county's electronic health record (eHR), Teams, Word/Excel, and other systems to track information developed by the county. She has a laptop with a hotspot so she can connect remotely to the county network when she is in the field and access information through the eHR etc. In her personal life, she's often on her phone and is adept at using a wide range of apps (for entertainment/recreation, managing finances, communication/social media/dating, etc.).
- Goals
  - To successfully engage with clients/consumers in order to provide help
  - To minimize need for law enforcement involvement
  - To keep people out of the ERs/psychiatric hospitals if possible
- Motivations
  - Highly values respecting client/consumer voice/choice regarding their treatment
  - Wants to decrease negative stigma around mental health and increase people's trust of mental health treatment/services.
  - The department is facing staffing issues, but they still have a high volume of calls to cover. Need tools to be more effective, efficient.
  - Having information about what helps someone can make her job easier and safer.
- Frustrations
  - The county is limited in the technology it uses to make her job easier. What they have invested in doesn't always meet her needs.
  - Sometimes when law enforcement co-responds, they have their own agenda/ways of intervening that make the situation more tense and escalate the client/consumer

Psychiatrist - John

- Demographics
  - Age: 55
  - Occupation: Psychiatrist
  - Education Level: MD
- Profile
  - John is married with three children. He has been working at the county psychiatric hospital for the last 20 years. He treats patients on the inpatient psychiatric unit and also serves as an on-call psychiatrist for the hospital emergency department. In his role on the inpatient unit, he faces pressure to stabilize patients' symptoms and return them to the community as there is consistent demand for inpatient psychiatric beds and not enough capacity to meet the need. The extent of the information he has about a patient's past treatment varies greatly, sometimes not having much to go off of at all. Some patients are better able than others to communicate what has worked/not worked for them in the past, so at times he just has to make a determination based on his experience and training for what to try first and this can increase the time it takes to help someone stabilize. In the emergency department, similar pressures apply, but on an even accelerated timeline. John also sees a lot of people in the ER who he thinks don't really require emergency treatment and ended up there as a last resort due to failed successful interventions in the community.
- Daily Tech Interaction

  - In his day-to-day work, John interacts primarily with the hospital's electronic health record and pharmacy app. In his personal life, he's comfortable using his phone and basic apps, but doesn't spend a lot of time seeking out new technology. He prefers to minimize his screen time to the extent possible.
- Goals
  - To provide quality care to his patients
  - To move people to treatment in less restrictive settings as expeditiously as possible
- Motivations
  - Having information about what worked in the past for a patient makes his job easier. In particular in the ER where patients can at times be especially disruptive, being able to intervene effectively and more quickly takes pressure off all of the staff in the unit.
  - To ease the inundation of psych hospitals and ERs
- Frustrations
  - When people are sent to the hospital instead of being effectively helped in the community
  - Not having enough background information to do job most effectively
  - Legal ambiguity (as applies to PADs, need clear understanding of the legality of the document and when it is/isn't in effect)

Appendix X: Idea Engineering Status Update Report (PADs) (Page 1 of 2)

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Idea Engineering PADs Status Update Report
FY 2022-23 • Q1 & Q2

Introduction

In the project launch phase from July–December 2022, Idea Engineering (IE) was focused on developing core communications materials to support the initiative, and in planning for the multiple interlocking aspects of the PAD template, training and Took-Kit development with other subcontractors and with county staff.

Collaborative Planning
IE participated in the convening in Fresno with all counties in August 2022 as the project kicked off and next steps were clarified. As requested, IE joined county workgroup meetings and met with other subcontractors to share website and promotional materials for feedback and aid in coordinated planning of upcoming project components. In particular, the subcontractor planning meeting in Long Beach on December 5 was extremely valuable in coordinating efforts and efficiency moving forward.

PAD Template Development
Another topic addressed at the subcontractor meeting in Long Beach was a review of related technology platforms. This augmented IE's review of existing PAD templates and tracking of preliminary ideas regarding design and useability. Idea Engineering and Chorus have met regularly to align development of the branding, the PAD template and technology platform, and the PDF version.

Stakeholder Engagement Promotional Materials

Promotional Flyers and Project Overview
Flyer and project overview templates were developed to assist in promoting stakeholder input sessions. They included:

- Flyer for listening sessions with peers, family members & caregivers
- Flyer for input sessions with first responders and medical and clinical staff
- Project overview sheet highlighting project goals and plans for the technology platform

Each of the documents was provided as a Word template that can be customized with county contact information and optional logo. First the county workgroup, then a focused ad hoc group provided feedback during development. Peer input from Painted Brain and CAMHPRO was particularly valuable regarding language. Final materials were reviewed and approved by all counties.

Peer Social Media Templates
For peer listening sessions, a need was identified for social media graphics and advertising templates for consistent messaging in promotion. Idea Engineering developed a first round of concepts in December and shared them with the peer subcontractors for feedback. When completed and approved by the counties, final files will be provided in multiple formats for use on channels such as TikTok, Instagram and Facebook.

Appendix X: Idea Engineering Status Update Report (PADS) (Page 2 of 2)

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Website

Responding to the immediate need for a shared online resource for the project, a primary focus for Q1 was developing an initial version of the website. After county review of the design and site architecture, the site went live on September 1, 2022 and can be viewed at www.padsca.org. It includes language translation and accessibility widgets to support audience inclusion. Analytics reports are provided monthly. Individual county pages were developed with photos sourced for each as needed. Each was approved by county staff as updates were made, and all were live by the end of Q2. Idea Engineering provides hosting and technical maintenance for the website. The site was created to be mobile-friendly, and easily updatable and scaleable. IE assists with content updates as needed, such as news posts and announcements.

PADs Identity & Guidelines

Idea Engineering has begun interviews with key stakeholders to help inform the branding of this project and its long-term success in communications that will resonate with varied audiences from peers to first responders to legislators. In December, six individual interviews were held with peers from Painted Brain and CAMHPRO, providing insight to inform the language and tone. In Q3, interviews with additional stakeholders will take place. IE will then provide identity concepts for review which will include logo, tagline and visual and verbal guidelines. When approved, they will provide cohesive direction for all communications moving forward.

Marketing Sub-workgroup

As the development process has gathered momentum, it was determined that a marketing sub-workgroup would be an efficient way for a focused group of county staff and subcontractors to provide input and feedback as needed on communications materials in development before sharing with all county staff for final approval. In December, Idea Engineering began planning for the initial meeting to be held on January 12, 2023 via Zoom. The goal of the first meeting is to clarify the current understanding of needs and specifications for the upcoming introductory videos and Tool-Kit materials. Representative staff from all seven counties are planning to be part of this sub-workgroup.

Upcoming Activities

- During the rest of the fiscal year, Idea Engineering anticipates completing the branding development process and providing identity guidelines for use in the PAD template and all communications materials.
- Other projects include planning and producing the introductory videos which will become a key part of the Tool-Kit, and developing the other Tool-Kit communications materials such as brochure templates and digital media.
- IE will support PAD template development and design the PDF version.
- The website will be updated as needed with up-to-date content and news and be refreshed to match the new branding when ready.
- As the training curriculum is shaped in Q4, planning will begin for the training videos.
- All development will be collaborative and informed by input from stakeholders and the marketing sub-workgroup.

Appendix Y: Painted Brain & CAMHPRO Peer Voice-Advocacy & Education Grant (PADs) (Page 1 of 22)

Painted Brain - Lead Agency
CAMHPRO - Partner Agency

1-November 2022 - 31-December 2022

MHSA Multi-County PADs Innovation Project
Psychiatric Advance Directives (PADs)
Peer Voice-Advocacy and Education Grant

Appendix Y: Painted Brain & CAMPHRO Peer Voice-Advocacy & Education Grant (PADS) (Page 2 of 22)

QUESTION 1: What have you accomplished to date?

Initial meetings and virtual introductions were completed with Counties and Subcontractors throughout November and December 2022. PB and CAMHPRO hosted these meetings for initial introductions and to conduct a peer-led landscape analysis. The landscape would determine the cohesive and consistent view of the project's partners and initiatives in supporting and integrating the peer voice in creating the PADs template and training. All Counties' answered the following:

- Their current peer engagement
- Selected target populations
- Their current Community-Based Organizations (CBOs) partnerships
- The Counties' proposed dissemination and implementation of the PADs document, including accessibility options for the project's identified threshold languages (Arabic, English, Farsi, Hmong, Korean, Mandarin, Mixteco, Spanish, and Vietnamese) that would provide access for peers to complete PADs

Summaries of each Counties meetings are below:

County: Monterey County
Meeting Date: 11/8
Target Population: A total of two target populations were identified:
Individuals in the Adult System of Care who receive services through a:

- Crisis Residential Program Day Treatment Intensive Program
- Adults who are participating in crisis intervention or day treatment intensive programs
    - Voluntary programs
    - Referred from the hospital and/or outpatient
    - Utilized by at-risk hospitalization and/or stabilized after hospitalization
    - Supportive services to provide support before going back into the community

Key Takeaway(s):

- What is the current County engagement?
    - Recovery Task Force - peer group serves as an advisory body for adult body of care; strong partnership with Interim, Inc. to support on PADs project.
- Is there an active peer voice throughout the County?
    - Not formalized
- Are peers employed by the County?
    - No
- Has the County identified a plan of action for integrating PADs into current programming and/or community partnerships?
    - Yes

County: Tri-City Mental Health
Meeting Date: 11/10

Appendix Y: Painted Brain & CAMPHRO Peer Voice-Advocacy & Education Grant (PADS) (Page 3 of 22)

Target Population: A total of one target population has been identified:

- Transition Age Youth 18-25 (TAY)

Key Takeaway(s):

- What is the current County engagement?
  - Various initiatives and programming to serve TAY, such as TAY Resource Center, Community Garden, and workforce training
- Is there an active peer voice throughout the County?
  - Low engagement with TAY
- Does the County employ peers?
  - Yes (open positions)
- Has the County identified a plan for integrating PADs into current programming and/or community partnerships?
  - Yes, various TAY programming throughout the county

County: Shasta County

Meeting Date: 11/15

Target Population: A total of two target populations have been identified:

- Woodlands (MHSA funded Supportive Housing Program)
- Wellness Center participants
  - Circle of Friends - Hill County Wellness Center
  - Kings View - Sunrise Mountain Wellness Center

Key Takeaway(s):

- What is the current County engagement?
  - There is a high level of peer engagement within different peer identities throughout the County. Most activities are in Redding, California.
- Is there an active peer voice throughout the County?
  - Peer Support Specialists are integrated throughout the County.
- Does the County employ peers?
  - Yes
- Has the County identified a plan for integrating PADs into current programming and/or community partnerships?
  - Yes, Peer Support Specialists will integrate WRAP with PADs and through existing CBO County partnerships.

County: Fresno County

Meeting Date: 11/17

Target Population: A total of two target populations have been identified:

- Individuals leaving conservatorship or those at risk of entering a conservatorship
- Individuals experiencing homelessness

Key Takeaway(s):

- What is the current County engagement?
  - Most peer interactions are through CBOs and contracted providers.

Appendix Y: Painted Brain & CAMPHRO Peer Voice-Advocacy & Education Grant (PADS) (Page 4 of 22)

- Is there an active peer voice throughout the County?
  - Yes
- Does the County employ peers?
  - Yes (positions available)
- Has the County identified a plan for integrating PADs into current programming and/or community partnerships?
  - Yes, working with established CBO partnerships and legal support with Central California Legal Services (CCLS).

County: Orange County
Meeting Date: 11/22
Target Population: A total of three target populations have been identified:

- PACT Program (program for assertive community treatment - full service partnership (integration services) program
- Adult correctional health
- Crisis stabilization units

Key Takeaway(s):

- What is the current County engagement?
  - They are actively expanding external (outside of County peers) networks for peer participation
- Is there an active peer voice throughout the County?
  - Peers hired in the County will be providing the County with direct feedback; external peer engagement is being worked on
- Does the County employ peers?
  - Yes (participating in the PADs project)
- Has the County identified a plan for integrating PADs into current programming and/or community partnerships?
  - In progress, we are determining external collaborations and partnerships for the PADs project.

County: Mariposa County
Meeting Date: 12/6
Target Population: A total of one target population has been identified:

- 18+ Full Service Partnership (FSP) Adults

Key Takeaway(s):

- What is the current County engagement?
  - Due to the lack of transportation and internet instability, in-person community engagement is the most effective. The county partners with CBOs to connect with peers.
- Is there an active peer voice throughout the County?
  - Due to CBO partnerships and targeted community engagement, the peer voice has shown a higher level of engagement than in previous years. Mariposa Minds Matter

Committee focuses on stigma and includes various key stakeholders (peers, behavioral health staff, and partner agencies).

- Does the County employ peers?
  - Yes, there are two peers on the County staff (high turnover due to internal promotion), and one peer staff will be working on this project.
- Has the County identified a plan for integrating PADs into current programming and/or community partnerships?
  - Completing current programming to task switch and begin key stakeholder informational and buy-in meetings with Sheriff's Office and local hospitals.

County: Contra Costa County

Meeting Date: 12/8

Target Population: A total of one target population has been identified:

- Transitional Aged Youth (TAY) living in Board and Care (12 - 18 months)

Key Takeaway(s):

- What is the current County engagement?
  - The County has extensive offerings and high peer engagement, offering opportunities for peers to provide input and feedback.
- Is there an active peer voice throughout the County?
  - The peer voice is happening, and the County is working on direct outreach and engagement to continue to increase peer engagement in different programs and stakeholder meetings. The County lacks a peer-run advocacy group.
- Does the County employ peers?
  - There are 69 peers hired throughout the County in full-time employment with benefits.
- Has the County identified a plan for integrating PADs into current programming and/or community partnerships?
  - The County has experience in varied settings (wellness centers and jails) implementing WRAP. We plan to work with Crestwood Behavioral Health to provide community-based support for the identified target population.

Next Steps for all the counties include:

- January - March 2023 Scheduling in-person visits to Counties and engaging with peers, local Community-Based Organizations (CBOs), and other key stakeholders to provide an introduction to PADs and how to get involved in the PADs project

Subcontractor Meeting Calendar Summary:

- Chorus (11/10)
- RAND (11/15)
- Idea Engineering (11/29)
- ***BBI (12/13)***

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QUESTION 2: What are your expectations moving forward?

On December 5th, PB and CAMHPRO participated in the Subcontractor meeting hosted by Chorus in Long Beach, California. The purpose of this meeting was to create a timeline based on deliverables for all Subcontractors and Counties for transparency of critical dates for the project. As this is an Innovation Project, specified dates may change based on overall project needs.

Key Takeaway(s):

- Priority deliverables include:
  - Coordinating and hosting listening sessions for peer and stakeholder feedback
  - Finalizing a PADs template
  - Developing a train-the-trainer training to support peers with creating their PADs
- Informational Graphics - All media and branding will be completed with Idea Engineering. All promotional materials will be sent to Kiran and the Counties for approval.
  - Collaboration for promotional and marketing materials for social media outreach and peer engagement
- Requesting support from Counties with participation incentives for peers in our feedback sessions.
- Considerations regarding accessibility and accommodation in training, technology, and implementation of PADs for peers requiring accessibility support to engage with materials and content
- The goal is to create an empathetic experience for peers engaging with PADs technology.
- RAND - Feedback questions to consider when creating training materials and content:
  - Did the training give you the needed skills and information to:
    - Navigate a PAD
    - Complete a PAD
    - Support peers to complete a PAD
- Chorus - Provided landscape analysis of current technology platforms comparable to project PADs mobile app and website
  - Mydirective.com
  - SAMHSA
- BBI
  - 2023 targeted engagement with key stakeholders and Counties
  - 2024 targeted engagement with peers
- The anticipated timeline includes the following:
  - June 2023 - Template complete

Next Steps:

- Schedule Listening Sessions and deliverable-specific workgroups.
  - Listening Sessions/Workgroups for the Template to begin meeting within January 2023

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QUESTION 3: What do you plan to accomplish by the end of this fiscal year?

By the end of the fiscal year, June 2023, PB and CAMHPRO plan to accomplish the following:

- On-going peer stakeholder engagement and participation in various PADs project-related deliverables
    - Facilitate local peer stakeholders meetings (listening sessions) using in-person and virtual platforms and forums
        - The lead agency will coordinate and implement listening sessions in Fresno, Mariposa, Orange County, and Tri-City counties.
        - Partner agency will lead the coordination and implementation of listening sessions in Contra Costa, Monterey, and Shasta counties.
        - Contact existing local Peer groups (minimum of three, if appropriate, representative organizations/groups within each of the listed counties) focusing on ethnic/racial/linguistic diversity to increase accessibility, advocacy, and support.
- Finalized draft of PADs template to be reviewed by peers and stakeholders.
- Begin drafting train-the-trainer curriculum (Quarter 2 2023)
- On-going collaborative working relationships with all Counties and Subcontractors
    - Participate in bi-monthly project meetings
    - Collaborating with peers who work for the County to participate in each step of the project, providing expertise on the intersection of self-advocacy and County participation
- Assist in designing Project "tool-box":
    - FAQ Sheet
    - https://paintedbrain.org/psychiatric-advance-directives/
    - Template - Peer & Subcontractor collaboration - January - June 2023
        - Begin template research in December 2022
        - Hosting peer voice feedback sessions (January - April) for the template (2.5 hours, North, South, and Central California plus one virtual group for all 7 Counties.)
    - Informational Videos - Peer & Subcontractor collaboration - January - March 2023
    - Technology - Peer & Subcontractor collaboration - January - June 2023
- Engaging peers of diverse cultural backgrounds and preferences (PAD train-the-trainer curriculum/training)
    - Train the trainer Curriculum
        - Begin outline Q2 2023
        - Listening Sessions - after July 2023

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Date: Tuesday 3-January 2023

Time: 11:30a - 1:30p PST / 2:30p - 4:30p EST
Meeting Name: PADs Template Subcommittee

Meeting Agenda

Annoucements
Meeting Purpose
During this meeting we will accomplish
Next Steps
Additional Commentary

Meeting Purpose

- The purpose of this meeting is to review the section outline for the PADs template
  - This template will be used to gather peer feedback
  - This template will be used to gather key stakeholder feedback
- Subcommittee Feedback Form
  - This Google Forms can be used to share feedback from this meeting.
  - https://docs.google.com/forms/d/e/1FAIpQLSf_FzaPz_Gd1wC_G0ZPiSDyULASZOkgTr28D6ER6-eLGhdj7w/viewform

Welcome and Announcements

- Attendance - put your name and County/Agency in the chat
- **OPTIONAL ACTION STEP** - Celebrations and Wish Well
  - A **Celebration** is a share of something you are celebrating, something you are grateful for. For example - celebrating a birthday
  - A **Wish Well** is a share for yourself or someone you know or the world at large needing extra energetic support. For example - sending
  - In the chat share a celebration and/or wish well
- Upcoming Meetings
  - PADs Workgroup 1st Thursday - 5-January 2023 10:00 - 11:00a PST
  - Subcommittee - Marketing - Thursday 12-January 2:00 - 3:30p PST
  - PADs Workgroup 3rd Thursday - 19-January 2023 10:00 - 11:00a PST
  - Planning Meeting in Monterey - Thursday 9-March 2023
    - Confirm Meeting Time
    - Confirm Dinner Date and Time

During this meeting we will accomplish

- Review PADs Template Sections
  - Order of Operations - Feedback
    - PB & CAMHPRO
    - PB & CAMHPRO & Peers who work for the County
    - PB & CAMHPRO & Peers who work for the County & Peers in the County (County's target populations)
    - PB & CAMHPRO & Peers who work for the County & Peers in the County (County's target populations) all other stakeholders (sections for additional feedback to be confirmed by Peers who work for the County & Peers in the County (County's target populations))

- Evaluations - PB, CAMHPRO & Subcontractors
  - What feedback and evaluations are going to be collected during the listening sessions?
    - Registration questions (pre)
    - During listening sessions questions
    - Post listening session questions (post)
  - What are the outcomes for the project/subcontractors to better direct the evaluation questions and target questions to be answered?
    - Satisfaction survey
    - Informational survey (current level of knowledge)
  - Subcontractors
    - Chorus
      - Confirm evaluation questions
    - RAND
      - Confirm evaluation questions
        - PADs Baseline for peers and keystakeholders
        - Listening Session questions
          - Digital notes
    - BBI
      - Confirm evaluation questions
- Media Kit/Promotional Materials
  - Subcontractors
    - Idea Engineering
      - Meeting to create promotional materials for social media and listening sessions
        - Informational Introduction Video
        - Social Media Marketing
- Discuss Listening Session logistics and coordination between Counties, Subcontractors, and Peers
  - Proposed travel dates
- Subcommittee meeting dates
  - Q1 - Jan, Feb and March
  - Frequency to meet with subcommittee members outside of the peer voice/listening session/feedback sessions

Next Steps

- Peers working for the Counties
  - Set up monthly meeting with PB & CAMHPRO
- PB, CAMHPRO
  - Finalize Q1 travel schedule
  - Finalize virtual listen session meetings
- Counties
  - Based on travel schedule begin arranging
    - Incentives for peers participating
    - Interpreters and translators for in-person and virtual listening sessions
    - In person meetings w/ PB and CAMHPRO

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*Convulsive Treatment, ECT
*Preferences for Emergency Treatment
*Agents & Supporters
*Law Enforcement & Crisis Workers
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Critical physical medical conditions
Directive if I am hospitalized
Effective Communication and Reducing Misunderstandings
Preferences Regarding Treatment Facilities
My Choices Regarding Experimental Studies and Drug Trials
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Employment

Education
IN PROGRESS - Gender Affirming Treatment
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IN PROGRESS - Natural Disasters
IN PROGRESS - Disabilities
References

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Section Title	SUMMARY - PADs Template				
Supporting Law(s)	Federal Patient Self Determination Act (enacted in 1990)				
Stakeholder Review	Peers, DRC				
Stakeholder to review	**PADs Template Reference**	**Basic and/or Extended**	**Section**	**Sub-section**	**Notes**
Peers, DRC, Medical	DRC, Bazelon	REQUIRED	Psychoactive Medication	Current Prescription	
Peers, DRC	DRC, Bazelon, TX, All PADs	~~SECURED~~	Psychoactive Medication	Meds I consent to	
Peers, DRC	DRC, Bazelon, TX, All PADs	REQUIRED	Psychoactive Medication	Med I do not consent to	
Peers, DRC	DRC, NC, WA, PA, New Mexico	REQUIRED	Psychoactive Medication	Non-Psychiatric medication, treatment and factors essential to my mental and physical health	
Peers, DRC	DRC, WA, PA, New Mexico	REQUIRED	Psychoactive Medication	Additional treatment and wellness tools	
Peers, DRC	DRC, New Mexico	REQUIRED	Psychoactive Medication	Important factors when considering medication options	
Peers, DRC	*CREATE*	REQUIRED	Psychoactive Medication	*Gender Affirming Treatment* *Hormone Therapy* *Surgery and Postoperative Care* *Voice and Communication* *Primary Care* *Reproductive Health* *Sexual Health* *Mental Health*	
Peers, DRC	DRC, Bazelon, TX, All PADs	REQUIRED	Convulsive Treatment, ECT	My Choices Regarding Electroconvulsive Therapy *signed copy LINK PDF P. 30 I do not consent to administration of electroconvulsive therapy.	
Peers, DRC	DRC, Bazelon, TX, All PADs	REQUIRED	Convulsive Treatment, ECT	My Choices Regarding Electroconvulsive Therapy *signed copy LINK PDF P. 30 Under California law, this Directive cannot be used to consent for electroconvulsive therapy. However, if I am administered electroconvulsive therapy, I have the following choices: - I will be administered no more than the following number of treatments _____ - I will be administered the number of treatments deemed appropriate by Dr. _____, whose phone number and address is: _____	
Peers, DRC	DRC, Bazelon, TX, All PADs	REQUIRED	Preferences for Emergency Treatment	I prefer emergency interventions in the following order Seclusion - Physical restraints - Seclusion and physical restraint (combined) - Medication by injection - Medication in pill form - Liquid medication	
Peers, DRC	DRC, Bazelon, TX, All PADs	REQUIRED	Preferences for Emergency Treatment	Things that may calm the situation	
Peers, DRC	DRC, Bazelon, TX, All PADs	REQUIRED	Preferences for Emergency Treatment	Things that may make things worse	
Peers, DRC	DRC, Bazelon, WA	REQUIRED	Agents and Supporters	Agents	
Peers, DRC	DRC, Bazelon	REQUIRED	Agents and Supporters	Who I do want - Supporter / family member, peer supporter	
Peers, DRC	DRC, Bazelon	~~SECURED~~	Agents and Supporters	Who I do not want - Supporter / family member, peer supporter	
Peers, DRC	DRC, Bazelon, TX, All PADs	REQUIRED	Agents and Supporters	What I do want in a provided supporter	
Peers, DRC	DRC, Bazelon, TX, All PADs	REQUIRED	Agents and Supporters	What I do not want in a provided supporter	
Peers, DRC	DRC, Bazelon, WA	REQUIRED	Agents and Supporters	Who can not be involved?	
Peers, DRC	DRC, Bazelon, NC	REQUIRED	Agents and Supporters	Preference Regarding Notifications of Others DRC - In addition to my health care agent, should be notified immediately of my admission to a psychiatric facility	

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Peers, DRC	DRC *Call specific language, Bazelon, WA	REQUIRED	Agents and Supporters	If I am placed under conservatorship, I choose the following person to be my conservative:	
Peers, DRC	DRC *Call specific language, Bazelon, WA	~~REQUIRED~~	Agents and Supporters	If I am placed under conservatorship, I do not want the following person(s) to be my conservative: Relationship? Why?	
Peers, DRC	DRC, Bazelon, NC, WA, Wyoming	REQUIRED	Agents and Supporters	Current Support Team	peer supporters/supporters caseworker, psychologist, psychiatrist, etc. medical doctor
Peers, DRC	Texas Ext	REQUIRED	Law Enforcement & Crisis Workers	Things that may make things ~~deescalate~~ the ~~situation~~	
Peers, DRC	Texas Ext	REQUIRED	Law Enforcement & Crisis Workers	Things that may make things worse/escalate the ~~situation~~	
Peers, DRC	Maine	REQUIRED	Law Enforcement & Crisis Workers	Transportation	
Peers, DRC	All Templates	REQUIRED	Signature Page	Signature Page	
Peers, DRC	All Templates	REQUIRED	Signature Page	Individuals Who Have Copies of this Document	
Peers, DRC	Texas Ext		Critical physical medical conditions	Chronic Medical Conditions	
Peers, DRC	WA, New Mexico, Maryland		Critical physical medical conditions	Allergies	
Peers, DRC	DRC, Bazelon		Critical physical medical conditions	Prescription Medications	
Peers, DRC	Bazelon, WA		Critical physical medical conditions	Over the Counter Medications	
Peers, DRC	PA		Critical physical medical conditions	Dietary Restrictions or Special Needs	
Peers, DRC	DRC, WA		Critical physical medical conditions	Wellness Tools for Physical Medical and Chronic Conditions	
Peers, DRC	DRC, Bazelon, New Mexico		Directive if I am hospitalized	Preferences Regarding Psychiatric Hospitals	
Peers, DRC	Peer Voice - Painted Brain/CAMHPRO		Directive if I am hospitalized	Preferences Regarding Peer Respite and/or Crisis Centers	
Peers, DRC	DRC, PA, Hawaii		Directive if I am hospitalized	Who should be notified upon my admission to a psychiatric hospital	
Peers, DRC	DRC		Directive if I am hospitalized	People to notify if I die / The identity of my next of kin	
Peers, DRC	Texas Ext Only		Directive if I am hospitalized	Personal items I would like if I am hospitalized	
Peers, DRC	WA, Wyoming		Directive if I am hospitalized	Household matters	
Peers, DRC	WA, Wyoming		Directive if I am hospitalized	Finances	
Peers, DRC	WA, Wyoming		Directive if I am hospitalized	Employment	
Peers, DRC	WA, Wyoming		Directive if I am hospitalized	Education	
Peers, DRC	WA, Wyoming		Directive if I am hospitalized	Probation/Parole	
Peers, DRC	WA, IL, Wyoming		Directive if I am hospitalized	Attorney	
Peers, DRC	Bazelon, PA, Maine, Wyoming		Directive if I am hospitalized	Children/Dependents	
Peers, DRC	ADA, California AB1663		Effective Communication and Reducing Misunderstandings	Things that will help people communicate with me	
Peers, DRC	ADA, California AB1663		Effective Communication and Reducing Misunderstandings	Things that will make communication more difficult	
Peers, DRC	ADA, California AB1663		Effective Communication and Reducing Misunderstandings	Supporter (peer) for legal proceedings	
Peers, DRC	ADA, California AB1663		Effective Communication and Reducing Misunderstandings	Supporter (peer) for legal representation	
Peers, DRC	New Mexico		Effective Communication and Reducing Misunderstandings	Supporter (peer) for any mental health evaluation connected with a legal proceeding (applicable for conservatorship and competency)	
Peers, DRC	ADA, Texas Ext		Effective Communication and Reducing Misunderstandings	Things that may help me access court proceeding	*Consider - IEP Testing Accommodations* Take Breaks No crowds behind me
Peers, DRC	DRC, Bazelon, All PADs		Preferences Regarding Treatment Facilities	My Choice of Treatment Facility and Choices for Alternatives to Hospitalization If 24-Hour Care is Deemed Medically Necessary for My Safety and Well-being. Why I am making the choice	
Peers, DRC	DRC, Bazelon, All PADs		Preferences Regarding Treatment Facilities	In the event I am to be admitted to a hospital for 24-hour care, I would prefer to receive care at the following hospitals:	
Peers, DRC	DRC, Bazelon, All PADs		Preferences Regarding Treatment Facilities	I do not wish to be admitted to the following hospitals or programs/facilities for psychiatric care for the reasons I have listed:	

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Peers, DRC	DRC, Bazelon, PA, Hawaii *Direct Copy from DRC		My Choices Regarding Experimental Studies and Drug Trials	I will not participate in experimental studies or drug trials. Under recent changes to California law, a health care agent, if one has been appointed, a conservator, a family member, or domestic partner may consent to participation in a medical experiment on behalf of a person who is unable to consent under very specific circumstances. See Health and Safety Code, section 24178 for a list of these specific circumstances. Complete this section only if you do not consent to participation in medical experiments under any circumstances.	
Peers, DRC Peers, DRC	DRC, Bazelon, PA, Hawaii *Direct Copy from Bazelon DRC, Bazelon, PA, Hawaii *Direct Copy from Bazelon		My Choices Regarding Experimental Studies and Drug Trials My Choices Regarding Experimental Studies and Drug Trials	I hereby consent to my participation in experimental drug studies or drug trials. I authorize my agent to consent to my participation in experimental drug studies if my agent, after consultation with my treating physician and any other individuals my agent may think appropriate, determines that the potential benefits to me outweigh the possible risks of my participation and that other, non-experimental interventions are not likely to provide effective treatment.	
Peers, DRC	Fair Housing Act, Texas Ext		Housing	Accommodations to obtain housing, and the supports necessary to access the needed accommodations.	
Peers, DRC Peers, DRC Peers, DRC	Fair Housing Act, Texas Ext Fair Housing Act, Texas Ext Fair Housing Act, Texas Ext		Housing Housing Housing	Accommodations to maintain housing, and the supports necessary to access the needed accommodation. Housing tools Agent & Supporters - Supported Living Services https://www.dds.ca.gov/services/supported-living-services/	
Peers, DRC	CA Vocational Rehabilitation, California AB1195		Employment	Accommodations and supports to obtain employment	
Peers, DRC Peers, DRC Peers, DRC Peers, DRC	CA Vocational Rehabilitation, California AB1195 CA Vocational Rehabilitation, California AB1195 CA Vocational Rehabilitation, California AB1195 CA Vocational Rehabilitation, California AB1195		Employment Employment Employment Employment	Accommodations to maintain employment Vocational Rehabilitation Services Volunteering Employment tools	
Peers, DRC	CA Vocational Rehabilitation, California AB1195		Employment	Agent & Supporters - Supported Employment Program https://www.dor.ca.gov/Home/SupportedEmployment/Program	
Peers, DRC Peers, DRC Peers, DRC Peers, DRC	CalEd Adult Education, Texas Ext CalEd Adult Education, Texas Ext CalEd Adult Education, Texas Ext CalEd Adult Education, Texas Ext		Education Education Education Education	Accommodations and supports to access education opportunities Accommodations for education Auditing classes Education tools	
Peers, DRC	*CREATE*		*Gender Affirming Treatment*	*Gender Affirming Treatment* *Hormone Therapy* *Surgery and Postoperative Care* *Voice and Communication* *Primary Care* *Reproductive Health* *Sexual Health* *Mental Health*	
Peers, DRC	CREATE		Reproduction Rights	Reproduction Rights	
Peers, DRC	*CREATE*		*Natural Disasters*	*Documentation to Verify Occupancy (FEMA)*	
Peers, DRC *Peers, DRC*	*CREATE* *CREATE*		*Natural Disasters* *Natural Disasters*	*Do you own any property(Vehicle, RV, Home, Manufactured home, etc)? (FEMA)* *Documentation to Verify Ownership (FEMA)* *- Do you have a clear title?*	
Peers, DRC	*CREATE* *American Red Cross*		*Natural Disasters*	*Natural Disaster Preparation* *- What is needed during and after evacuation?* *American Red Cross* https://www.redcross.org/get-help/how-to-prepare-for-emergencies/types-of-emergencies.html	

Peers, DRC	*CREATE* *Collab with DRC*		*Disabilities*	*Have you ever received a diagnosis?*	
Peers, DRC	*CREATE* *Collab with DRC*		*Disabilities*	*Targeted Disabilities or Serious Health Conditions:*	
Peers, DRC	*CREATE* *Collab with DRC*		*Disabilities*	*Other Disabilities or Serious Health Conditions:*	
Peers, DRC	*CREATE* *Collab with DRC*		*Disabilities*	*Other Options*	

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Section Title	*Psychoactive Medication			
Stakeholder Review	Peers, DRC			
REQUIRED				
Stakeholder to review	**PADs Template Reference**	**Section**	**Sub-Section**	**Notes**
Peers, DRC	DRC, Bazelon	Psychoactive Medication	Current Prescription	
Peers, DRC	DRC, Bazelon, TX, All PADs	Psychoactive Medication	Meds I consent to	
Peers, DRC	DRC, Bazelon, TX, All PADs	Psychoactive Medication	Med I do not consent to	
Peers, DRC	DRC, NC, WA, PA, New Mexico	Psychoactive Medication	Non-Psychiatric medication, treatment and factors essential to my mental and physical health	
Peers, DRC	DRC, WA, PA, New Mexico	Psychoactive Medication	Additional treatment and wellness tools	
Peers, DRC	DRC, New Mexico	Psychoactive Medication	Important factors when considering medication options	
Peers, DRC	*CREATE*	Psychoactive Medication	*Gender Affirming Treatment* *Hormone Therapy* *Surgery and Postoperative Care* *Voice and Communication* *Primary Care* *Reproductive Health* *Sexual Health* *Mental Health*	

Section Title	TEXT - *Convulsive Treatment, ECT			
Supporting Law(s)	The Lanterman-petris-short Act https://california.public.law/codes/ca_welf_and_inst_code_div_5_part_1 California Welfare and Institutions Code Sec. 5326.5 https://california.public.law/codes/ca_welf_and_inst_code_section_5326.5			
Stakeholder Review	Peers, DRC			
REQUIRED				
Stakeholder to review	**PADs Template Reference**	**Section**	**Sub-section**	**Notes**
Peers, DRC	DRC, Bazelon, TX, All PADs	Convulsive Treatment, ECT	My Choices Regarding Electroconvulsive Therapy *direct copy LINK PDF P. 30 I do not consent to administration of electroconvulsive therapy.	
Peers, DRC	DRC	Convulsive Treatment, ECT	My Choices Regarding Electroconvulsive Therapy *direct copy LINK PDF P. 30 Under California law, this Directive cannot be used to consent for electrooconvulsive therapy. However, if I am administered electrooconvulsive therapy, I have the following choices: - I will be administered no more than the following number of treatments _____. - I will be administered the number of treatments deemed appropriate by Dr. _____, whose phone number and address is: _____ _____.	

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Subcommittee Template 1.3.22 - PADs Template - Sections *Preferences for Emergency Treatment

Section Title	*Preferences for Emergency Treatment			
Stakeholder Review	Peers, DRC			
REQUIRED				
Stakeholder to review	**PADs Template Reference**	**Section**	**Sub-section**	**Notes**
Peers, DRC	DRC, Bazelon, TX, All PADs	Preferences for Emergency Treatment	I prefer emergency interventions in the following order - Seclusion - Physical restraints - Seclusion and physical restraint (combined) - Medication by injection - Medication in pill form - Liquid medication	
Peers, DRC	DRC, Bazelon, TX, All PADs	Preferences for Emergency Treatment	Things that may calm the situation	
Peers, DRC	DRC, Bazelon, TX, All PADs	Preferences for Emergency Treatment	Things that may make things worse	

Subcommittee Template 1.3.22 - PADs Template - Sections *Agents & Supporters

Section Title	*Agents & Supporters			
Stakeholder Review	Peers, DRC			
REQUIRED				
Stakeholder to review	**PADs Template Reference**	**Section**	**Sub-section**	**Notes**
Peers, DRC	DRC, Bazelon, WA	Agents and Supporters	Agents	
Peers, DRC	DRC, Bazelon	Agents and Supporters	Who I do want - Supporter / family member, peer supporter	
Peers, DRC	DRC, Bazelon	Agents and Supporters	Who I do not want - Supporter / family member, peer supporter	
Peers, DRC	DRC, Bazelon, TX, All PADs	Agents and Supporters	What I do want in a provided supporter	
Peers, DRC	DRC, Bazelon, TX, All PADs	Agents and Supporters	What I do not want in a provided supporter	
Peers, DRC	DRC, Bazelon, WA	Agents and Supporters	Who can not be involved?	
Peers, DRC	DRC, Bazelon, NC	Agents and Supporters	Preference Regarding Notifications of Others DRC - in addition to my health care agent, should be notified immediately of my admission to a psychiatric facility	
Peers, DRC	DRC *Cali specific language, Bazelon, WA	Agents and Supporters	If I am placed under conservatorship, I choose the following person to be my conservative:	
Peers, DRC	DRC *Cali specific language, Bazelon, WA	Agents and Supporters	If I am placed under conservatorship, I do not want the following person(s) to be my conservative: Relationship? Why?	
Peers, DRC	DRC, Bazelon, NC, WA, Wyoming	Agents and Supporters	Current Support Team	

Subcommittee Template 1.3.22 - PADs Template - Sections *Law Enforcement & Crisis Workers

Section Title	*Law Enforcement & Crisis Workers			
Stakeholder Review	Peers, DRC			
REQUIRED				
Stakeholder to review	**PADs Template Reference**	**Section**	**Sub-section**	**Notes**
Peers, DRC	Texas Ext	Law Enforcement & Crisis Workers	What are things that can deescalate the situation	
Peers, DRC	Texas Ext	Law Enforcement & Crisis Workers	Things that may make things worse/escalate the situation	
Peers, DRC	Maine	Law Enforcement & Crisis Workers	Transportation	

Appendix Y: Painted Brain & CAMPHRO Peer Voice-Advocacy & Education Grant (PADS) (Page 16 of 22)

Subcommittee Template 1.3.22 - PADs Template - Sections *Signature Page

Section Title	Signature Page			
Stakeholder Review	Peers, DRC			
REQUIRED				
Stakeholder to review	**PADs Template Reference**	**Section**	**Sub-section**	**Notes**
Peers, DRC	All Templates	Signature Page	Signature Page	
Peers, DRC	All Templates	Signature Page	Individuals Who Have Copies of this Document	

Subcommittee Template 1.3.22 - PADs Template - Sections Critical physical medical conditions

Section Title	Critical physical medical conditions				
Stakeholder Review	Peers, DRC				
Stakeholder to review	**PADs Template Reference**	**Basic and/or Extended**	**Section**	**Sub-section**	**Notes**
Peers, DRC	Texas Ext		Critical physical medical conditions	Chronic Medical Conditions	
Peers, DRC	WA, New Mexico, Maryland		Critical physical medical conditions	Allergies	
Peers, DRC	DRC, Bazelon		Critical physical medical conditions	Prescription Medications	
Peers, DRC	Bazelon, WA		Critical physical medical conditions	Over the Counter Medications	
Peers, DRC	PA		Critical physical medical conditions	Dietary Restrictions or Special Needs	
Peers, DRC	DRC, WA		Critical physical medical conditions	Wellness Tools for Physical Medical and Chronic Conditions	

Subcommittee Template 1.3.22 - PADs Template - Sections Directive if I am hospitalized

Section Title	Directive if I am hospitalized				
Stakeholder Review	Peers, DRC				
Stakeholder to review	**PADs Template Reference**	**Basic and/or Extended**	**Section**	**Sub-section**	**Notes**
Peers, DRC	DRC, Bazelon, New Mexico		Directive if I am hospitalized	Preferences Regarding Psychiatric Hospitals	
Peers, DRC	Peer Voice - Painted Brain/CAMHPRO		Directive if I am hospitalized	Preferences Regarding Peer Respite and/or Crisis Centers.	
Peers, DRC	DRC, PA, Hawaii		Directive if I am hospitalized	Who should be notified upon my admission to a psychiatric hospital	
Peers, DRC	DRC		Directive if I am hospitalized	People to notify if I die / The identity of my next of kin	
Peers, DRC	Texas Ext Only		Directive if I am hospitalized	Personal items I would like if I am hospitalized	
Peers, DRC	WA, Wyoming		Directive if I am hospitalized	Household matters	
Peers, DRC	WA, Wyoming		Directive if I am hospitalized	Finances	
Peers, DRC	WA, Wyoming		Directive if I am hospitalized	Employment	
Peers, DRC	WA, Wyoming		Directive if I am hospitalized	Education	
Peers, DRC	WA, Wyoming		Directive if I am hospitalized	Probation/Parole	
Peers, DRC	WA, IL, Wyoming		Directive if I am hospitalized	Attorney	
Peers, DRC	Bazelon, PA, Maine, Wyoming		Directive if I am hospitalized	Children/Dependents	

Appendix Y: Painted Brain & CAMPHRO Peer Voice-Advocacy & Education Grant (PADS) (Page 17 of 22)

Section Title	Effective Communication				
Supporting Law(s)	Americans with Disabilities Act (ADA) https://www.ada.gov/law-and-regs/ada/#top https://www.ada.gov/resources/effective-communication/ California AB1663 https://www.gov.ca.gov/2022/09/30/governor-newsom-signs-legislation-to-protect-civil-rights-support-community-living-for-californians-with-disabilities/				
Stakeholder Review	Peers, DRC				
Stakeholder to review	**PADs Template Reference**	**Basic and/or Extended**	**Section**	**Sub-section**	**Notes**
Peers, DRC	ADA, California AB1663		Effective Communication and Reducing Misunderstandings	Things that will help people communicate with me	
Peers, DRC	ADA, California AB1663		Effective Communication and Reducing Misunderstandings	Things that will make communication more difficult	
Peers, DRC	ADA, California AB1663		Effective Communication and Reducing Misunderstandings	Supporter (peer) for legal proceedings	
Peers, DRC	ADA, California AB1663		Effective Communication and Reducing Misunderstandings	Supporter (peer) for legal representation	
Peers, DRC	New Mexico		Effective Communication and Reducing Misunderstandings	Supporter (peer) for any mental health evaluation connected with a legal proceeding (applicable for conservatorship and competency)	
Peers, DRC	ADA, Texas Ext		Effective Communication and Reducing Misunderstandings	Things that may help me access court proceeding	*Consider - IEP Testing Accommodations Take Breaks No crowds behind me*

Section Title	Preferences Regarding Treatment Facilities				
Stakeholder Review	Peers, DRC				
Stakeholder to review	**PADs Template Reference**	**Basic and/or Extended**	**Section**	**Sub-section**	**Notes**
Peers, DRC	DRC, Bazelon, All PADs		Preferences Regarding Treatment Facilities	My Choice of Treatment Facility and Choices for Alternatives to Hospitalization If 24-Hour Care is Deemed Medically Necessary for My Safety and Well-being. Why I am making the choice	For Example: Peer Respite Crisis Stabilization
Peers, DRC	DRC, Bazelon, All PADs		Preferences Regarding Treatment Facilities	In the event I am to be admitted to a hospital for 24-hour care, I would prefer to receive care at the following hospitals:	
Peers, DRC	DRC, Bazelon, All PADs		Preferences Regarding Treatment Facilities	I do not wish to be admitted to the following hospitals or programs/facilities for psychiatric care for the reasons I have listed:	

Appendix Y: Painted Brain & CAMPHRO Peer Voice-Advocacy & Education Grant (PADS) (Page 18 of 22)

Section Title	My Choices Regarding Experimental Studies and Drug Trials				
Supporting Law(s)	California Health and Safety Code Sec. 24175 https://california.public.law/codes/ca_health_and_safety_code_section_24175				
Stakeholder Review	Peers, DRC				
Stakeholder to review	**PADs Template Reference**	**Basic and/or Extended**	**Section**	**Sub-section**	**Notes**
Peers, DRC	DRC, Bazelon, PA, Hawaii *Direct Copy from DRC		My Choices Regarding Experimental Studies and Drug Trials	I will not participate in experimental studies or drug trials. Under recent changes to California law, a health care agent, if one has been appointed, a conservator, a family member, or domestic partner may consent to participation in a medical experiment on behalf of a person who is unable to consent under very specific circumstances. See Health and Safety Code, section 24178 for a list of these specific circumstances. Complete this section only if you do not consent to participation in medical experiments under any circumstances.	
	DRC, Bazelon, PA, Hawaii *Direct Copy from Bazelon		My Choices Regarding Experimental Studies and Drug Trials	I hereby consent to my participation in experimental drug studies or drug trials.	
	DRC, Bazelon, PA, Hawaii *Direct Copy from Bazelon		My Choices Regarding Experimental Studies and Drug Trials	I authorize my agent to consent to my participation in experimental drug studies if my agent, after consultation with my treating physician and any other individuals my agent may think appropriate, determines that the potential benefits to me outweigh the possible risks of my participation and that other, non-experimental interventions are not likely to provide effective treatment.	

Section Title	Housing				
Supporting Law(s)	Americans with Disabilities Act (ADA) https://www.ada.gov/law-and-regs/ada/#top Fair Housing Act https://www.hud.gov/program_offices/fair_housing_equal_opp/disability_overview Olmstead v. L.C. https://www.olmsteadrights.org/about-olmstead/				
Stakeholder Review	Peers, DRC				
Stakeholder to review	**PADs Template Reference**	**Basic and/or Extended**	**Section**	**Sub-section**	**Notes**
Peers, DRC	Fair Housing Act, Texas Ext		Housing	Accommodations to obtain housing, and the supports necessary to access the needed accommodations.	
Peers, DRC	Fair Housing Act, Texas Ext		Housing	Accommodations to maintain housing, and the supports necessary to access the needed accommodation.	
Peers, DRC	Fair Housing Act, Texas Ext		Housing	Housing tools	
Peers, DRC	Fair Housing Act, Texas Ext		Housing	Agent & Supporters - Supported Living Services https://www.dds.ca.gov/services/supported-living-services/	

Appendix Y: Painted Brain & CAMPHRO Peer Voice-Advocacy & Education Grant (PADS) (Page 19 of 22)

Section Title	Employment				
Supporting Law(s)	Americans with Disabilities Act (ADA) https://www.ada.gov/law-and-regs/ada/#top California Employment Discrimination https://calcivilrights.ca.gov/employment/ California AB1195 https://www.gov.ca.gov/2022/09/30/governor-newsom-signs-legislation-to-protect-civil-rights-support-community-living-for-californians-with-disabilities/				
Stakeholder Review	Peers, DRC				
Stakeholder to review	**PADs Template Reference**	**Basic and/or Extended**	**Section**	**Sub-section**	**Notes**
Peers, DRC	CA Vocational Rehabilitation, California AB1195		Employment	Accommodations and supports to obtain employment	
Peers, DRC	CA Vocational Rehabilitation, California AB1195		Employment	Accommodations to maintain employment	
Peers, DRC	CA Vocational Rehabilitation, California AB1195		Employment	Vocational Rehabilitation Services	
Peers, DRC	CA Vocational Rehabilitation, California AB1195		Employment	Volunteering	
Peers, DRC	CA Vocational Rehabilitation, California AB1195		Employment	Employment tools	
Peers, DRC	CA Vocational Rehabilitation, California AB1195		Employment	Agent & Supporters - Supported Employment Program https://www.dor.ca.gov/Home/SupportedEmploymentProgram	

Section Title	Education				
Supporting Law(s)	Americans with Disabilities Act (ADA) https://www.ada.gov/law-and-regs/ada/#top The Unruh Civil Rights Act - California (Civil Code Section 51) https://www.dor.ca.gov/Home/UnruhCivilRightsAct Disabled Persons Act - California (Civil Code Sections 54 – 55.32) https://leginfo.legislature.ca.gov/faces/codes_displayText.xhtml?lawCode=CIV&division=1.&title=&part=2.5&chapter=&article				
Stakeholder Review	Peers, DRC				
Stakeholder to review	**PADs Template Reference**	**Basic and/or Extended**	**Section**	**Sub-section**	**Notes**
Peers, DRC	CalEd Adult Education, Texas Ext		Education	Accommodations and supports to access education opportunities	
Peers, DRC	CalEd Adult Education, Texas Ext		Education	Accommodations for education	
Peers, DRC	CalEd Adult Education, Texas Ext		Education	Auditing classes	
Peers, DRC	CalEd Adult Education, Texas Ext		Education	Education tools	

Appendix Y: Painted Brain & CAMPHRO Peer Voice-Advocacy & Education Grant (PADS) (Page 20 of 22)

Section Title	IN PROGRESS - Gender Affirming Treatment				
Supporting Law(s)	Section 794 of the Public Health Service Act https://www.govinfo.gov/content/pkg/USCODE-2010-title42/pdf/USCODE-2010-title42-chap6A-subchapV-partF-sec295m.pdf Section 855 of the Public Health Service Act https://www.govinfo.gov/content/pkg/USCODE-2008-title42/pdf/USCODE-2008-title42-chap6A-subchapVI-partA-sec296g.pdf Affordable Care Act https://transequality.org/know-your-rights/health-care				
Stakeholder Review	Peers, DRC				
CREATE SECTION DETAILS					
Stakeholder to review	**PADs Template Reference**	**Basic and/or Extended**	**Section**	**Sub-section**	**Notes**
Peers, DRC	CREATE		Gender Affirming Treatment	Gender Affirming Treatment Hormone Therapy Surgery and Postoperative Care Voice and Communication Primary Care Reproductive Health Sexual Health Mental Health	*Lived experience receiving gender affirming treatment *Lived experience with hospitalization

Section Title	IN PROGRESS Reproduction Rights				
Supporting Law(s)					
Stakeholder Review	Peers, DRC				
CREATE SECTION DETAILS					
Stakeholder to review	**PADs Template Reference**	**Basic and/or Extended**	**Section**	**Sub-section**	**Notes**
Peers, DRC	*CREATE*		Reproduction Rights	Reproduction Rights	*Lived experience with reproductive rights *Lived experience with hospitalization

Section Title	IN PROGRESS Natural Disasters				
Stakeholder Review	Peers, DRC				
CREATE SECTION DETAILS					
Stakeholder to review	**PADs Template Reference**	**Basic and/or Extended**	**Section**	**Sub-section**	**Notes**
Peers, DRC	CREATE		Natural Disasters	Documentation to Verify Occupancy (FEMA)	
Peers, DRC	CREATE		Natural Disasters	Do you own any property(Vehicle, RV, Home, Manufactured home, etc)? (FEMA)	
Peers, DRC	CREATE		Natural Disasters	Documentation to Verify Ownership (FEMA) - Do you have a clear title?	
Peers, DRC	CREATE American Red Cross		Natural Disasters	Natural Disaster Preparation - What is needed during and after evacuation? American Red Cross https://www.redcross.org/get-help/how-to-prepare-for-emergencies/types-of-emergencies.html	

Appendix Y: Painted Brain & CAMPHRO Peer Voice-Advocacy & Education Grant (PADS) (Page 21 of 22)

Section Title	IN PROGRESS - Disabilities				
Supporting Law(s)	**Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794 –** ensures that people with disabilities have equal access to programs, services, activities, and facilities that receive Federal financial assistance **Title II of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12131 et seq. –** ensures that state and local governments, including those that receive no Federal financial assistance, provide people with disabilities equal access to their programs, services, activities, and facilities https://www.hhs.gov/civil-rights/for-individuals/disability/physical/index.html				
Stakeholder Review	Peers, DRC				
CREATE SECTION DETAILS					
Reference	U.S. Office of Personnel Management. (2016). OPM Form SF256, Self-Identification of Disability. https://www.opm.gov/forms/pdf_fill/sf256.pdf				
Stakeholder to review	**PADs Template Reference**	**Basic and/or Extended**	**Section**	**Sub-section**	**Notes**
Peers, DRC	*CREATE*		*Disabilities*	*Have you ever received a diagnosis?*	
Peers, DRC	*CREATE*		*Disabilities*	*Targeted Disabilities or Serious Health Conditions:*	
Peers, DRC	*CREATE*		*Disabilities*	*Other Disabilities or Serious Health Conditions:*	
Peers, DRC	*CREATE*		*Disabilities*	*Other Options*	
Question:	*Have you ever received a diagnosis?*				
Targeted Disabilities or Serious Health Conditions:					
	Developmental Disability, for example, autism spectrum disorder				
	Traumatic Brain Injury (TBI)				
	Deaf or serious difficulty hearing, benefiting from, for example, American Sign Language, CART, hearing aids, a cochlear implant and/or other supports				
	Blind or serious difficulty seeing even when wearing glasses				
	Missing extremities (arm, leg, hand and/or foot)				
	Significant mobility impairment, benefiting from the utilization of a wheelchair, scooter, walker, leg brace(s) and/or other supports				
	Partial or complete paralysis (any cause)				
	Epilepsy or other seizure disorders				
	Intellectual disability				

Appendix Y: Painted Brain & CAMPHRO Peer Voice-Advocacy & Education Grant (PADS) (Page 22 of 22)

Subcommittee Template 1.3.22 - PADs Template - Sections IN PROGRESS - Disabilities

	Significant Psychiatric Disorder, for example, bipolar disorder, schizophrenia, PTSD, or major depression				
	Dwarfism				
	Significant disfigurement, for example, disfigurements caused by burns, wounds, accidents, or congenital disorders				
Other Disabilities or Serious Health Conditions:					
	Speech impairment				
	Spinal abnormalities, for example, spina bifida or scoliosis				
	Non-paralytic orthopedic impairments, for example, chronic pain, stiffness, weakness in bones or joints, some loss of ability to use part or parts of the body				
	HIV Positive/AIDS				
	Morbid obesity				
	Nervous system disorder for example, migraine headaches, Parkinson's disease, or multiple sclerosis				
	Cardiovascular or heart disease				
	Depression, anxiety disorder, or other psychiatric disorder				
	Blood diseases, for example, sickle cell anemia, hemophilia				
	Diabetes				
	Orthopedic impairments or osteo-arthritis				
	Pulmonary or respiratory conditions, for example, tuberculosis, asthma, emphysema				
	Kidney dysfunction				
	Cancer (present or past history)				
	Learning disability or attention deficit/hyperactivity disorder (ADD/ADHD)				
	Gastrointestinal disorders, for example, Crohn's Disease, irritable bowel syndrome, colitis, celiac disease, dysphexia				
	Autoimmune disorder, for example, lupus, fibromyalgia, rheumatoid arthritis				
	Liver disease, for example, hepatitis or cirrhosis				
	History of alcoholism or history of drug addiction (but not currently using illegal drugs)				
	Endocrine disorder, for example, thyroid dysfunction				
Other Options					
	I do not wish to identify my disability or serious health condition.				
	I do not have a disability or serious health condition.				
	I have a disability or serious health condition, and it is not listed on this form				
	Please provide additional details for your response to "I have a disability or serious health condition, and it is not listed on this form"				

Subcommittee Template 1.3.22 - PADs Template - Sections References

Section Title	References	
In Progress		
PADs Template	DRC	https://www.disabilityrightsca.org/system/files/file-attachments/508801.pdf
	Bazelon	http://www.bazelon.org/wp-content/uploads/2017/04/PAD-Template.pdf
	North Carolina (NC)	https://www.sosnc.gov/documents/forms/advance_healthcare_directives/advance_instruction_for_mental_health.pdf
	Washington (WA)	https://nrc-pad.org/images/stories/PDFs/washingtonpadform.pdf
	Pennsylvania (PA)	https://nrc-pad.org/images/stories/PDFs/pacombinedform.pdf
	New Mexico	https://nrc-pad.org/images/stories/PDFs/newmexicopadform.pdf
	Wyoming	https://nrc-pad.org/images/stories/PDFs/wyomingpadform.pdf
	Maine	https://nrc-pad.org/images/stories/PDFs/mainepadandhcpaform.pdf
	Maryland	https://nrc-pad.org/images/stories/PDFs/marylandpadform.pdf
	Hawaii	https://nrc-pad.org/images/stories/PDFs/hawaiipadform.pdf
	Illinois	https://nrc-pad.org/images/stories/PDFs/illinoispadform.pdf
	California	https://nrc-pad.org/images/stories/PDFs/california%20pad.pdf
CA Vocational Rehabilitation	https://www.dor.ca.gov/Home/VocationalRehabilitation	
Adult Education - CalEdFacts	https://www.cde.ca.gov/sp/ae/po/cefadulted.asp	
CalEd Adult Education, Texas Ext	https://scdd.ca.gov/wp-content/uploads/sites/33/2018/03/The-Difference-Between-IEP-and-504-Plans.pdf	

Appendix Z: RAND-PADs Evaluation (PADs) (Page 1 of 2)

RAND – PADs Evaluation 2022 Year-End Summary

Accomplishments to date

RAND has been preparing for the evaluation by attending meetings, participating in planning discussions, and offering preliminary input on the evaluation implications of design and operationalization decisions. RAND's activities to date have centered on engaging with project stakeholders (e.g., counties, other contractors) and adapting the originally-proposed evaluation to recent changes in the scope and focus of the innovation project.

A member of the RAND team attended the August 2022 in-person kickoff meeting in Fresno, which convened representatives from the counties and subcontractors. RAND prepared and delivered a presentation on the proposed evaluation, which included an overview of activities, rationale, flow, and timeline. In addition to familiarization with other parties' roles on the project and planned activities, the meeting included a debrief discussion between contractors to better understand each organization's tasks, needs, and potential synergies.

RAND also had follow-up meetings with the other contractors. Chorus, BBI, and RAND had a joint contractor meeting coordinated by Concepts Forward in September 2022. Following this, the RAND and BBI teams held two planning meetings in September to discuss the differences between their peer- and technology-focused evaluations, respectively. The discussions provided an valuable opportunity to further discuss potential synergies and efficiencies, and to offer each other collegial feedback on preliminary evaluation plans.

RAND also met with the team from Painted Brain and CAMHPRO in November 2022. This introductory meeting was an opportunity to introduce staff from each group, and to begin conversations about collaborative evaluation.

Since the project launch, representatives from RAND have attended the biweekly Thursday meetings between Counties and Subcontractors. These meetings have provided an opportunity to stay abreast of each County's progress in launching the Innovations project. They have also provided an opportunity for RAND to ask questions about the Innovation implementation; this information has helped RAND's internal planning for the evaluation.

RAND also participated in the December 2022 Contractor meeting hosted by Chorus. The planning meeting was an opportunity for contractors to discuss and map out their workstreams, tasks, and timelines, which have evolved since the August 2022 kickoff meeting.

Finally, the RAND team has continued internal team meetings for strategic planning between these larger, multi-stakeholder meetings.

Appendix Z: RAND-PADs Evaluation (Page 2 of 2)

Expectations moving forward

The RAND team expects that evaluation activities will significantly ramp-up in the 2023 calendar year, beginning shortly after the New Year. RAND's evaluation activities are closely tied to the development and implementation of the PADs Facilitators training by Painted Brain and CAMHPRO. It is also tied to the Chorus development timeline. Before beginning any data collection related to evaluation, the RAND team will submit its procedures for human subjects review by RAND's IRB, the Human Subjects Protection Committee.

For the training-related evaluation, RAND anticipates using surveys, focus groups, and/or administrative data to assess relevant process outcomes (e.g., peer knowledge and attitudes, implementation barriers and facilitators, PADs completion rates)

RAND will also adapt the proposed evaluation of the Peer-level impacts of PADs, which will begin later than the training- and implementation-focused evaluation. To identify and measure consumer-level and county-level impacts of the PADs innovation project, we anticipate using surveys and/or focus groups to assess relevant outcomes such as Peer satisfaction with PADs and the impact of PADs on care experiences.

RAND will also begin working on analysis and reporting, following the implementation of data collection.

Anticipated accomplishments by end of FY2023

Based on the current overall project timeline, we anticipate that RAND will have launched and implemented training-related evaluation activities. We also expect that we will have developed and launched activities focused on the Peer-level impacts of PADs.

Appendix AA: Syracuse University-Fiscal Intermediary & Financial Update (PADs) (Page 1 of 4)

Syracuse University

Fiscal Intermediary Background and Financial Updates

Background

Syracuse University is pleased to serve in the role of Fiscal Intermediary for the Psychiatric Advance Directives (PADs) Project, which is a Mental Health Services Act Innovations Project involving the collaboration of multiple California Counties; namely, Contra Costa County, Fresno County, Mariposa County, Monterey County, Orange County, Shasta County and the Tri-City Mental Health Authority. In addition to the expertise and excellence in the programmatic areas of Disability Research and Advocacy that Syracuse University's Burton Blatt Institute brings forth to the PADs Project, Syracuse University has a dynamic research administration team that supports the world-class, top-tier research performed on campus and around the world. Syracuse University's Office of Sponsored Programs and Office of Sponsored Accounting provide the critical infrastructure to support the PADs Project contract(s) administration and fiscal oversight. Our offices primary functions are to facilitate the responsible and efficient stewardship of grant and contract funded projects from various external funding agencies. As a result of the significant federally funded research conducted by Syracuse University, we are required by federal policy, law, and regulations to have rigorous and well-documented fiscal oversight measures in place to responsibly administer these funds. This directly benefits the California PADs project, with Syracuse University serving in the role of Fiscal Intermediary. We provide a proven track record of grant and contract management and fiscal oversight, which is key to the successful administration of complex multi-party projects like PADs. Syracuse University routinely undergoes multiple audits from various agencies and external auditors with no material weaknesses noted in past years. Lastly, Syracuse University is a proud member of the Federal Demonstration Partnership (FDP), which is a cooperative of 10 federal agencies and over 200 research intensive institutions with the primary purpose to reduce the administrative burdens associated with research grants and contracts. Why is this important to the PADs Project which is not federally funded? Syracuse University is able to leverage the best practices learned through its FDP membership to the benefit of all externally sponsored projects, including the PADs project. A prime example of this benefit is the University's enrollment in the FDP Expanded Clearinghouse which essentially provides a public facing organizational profile of Syracuse University, including audit and financial data that is regularly updated on an annual basis. To review Syracuse University's profile at any given time, simply navigate to this website (https://fdpclearinghouse.org/organizations/196) for the most recent information.

Now that the overarching background of Syracuse University's role as the Fiscal Intermediary is covered in the paragraph above, we will now present a more detailed view of the underlying contracting processes and fiscal oversight in the form of the flowchart below, **Table 1**.

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E-mail: ospoff@syr.edu

Appendix AA: Syracuse University-Fiscal Intermediary & Financial Update (Page 2 of 4)

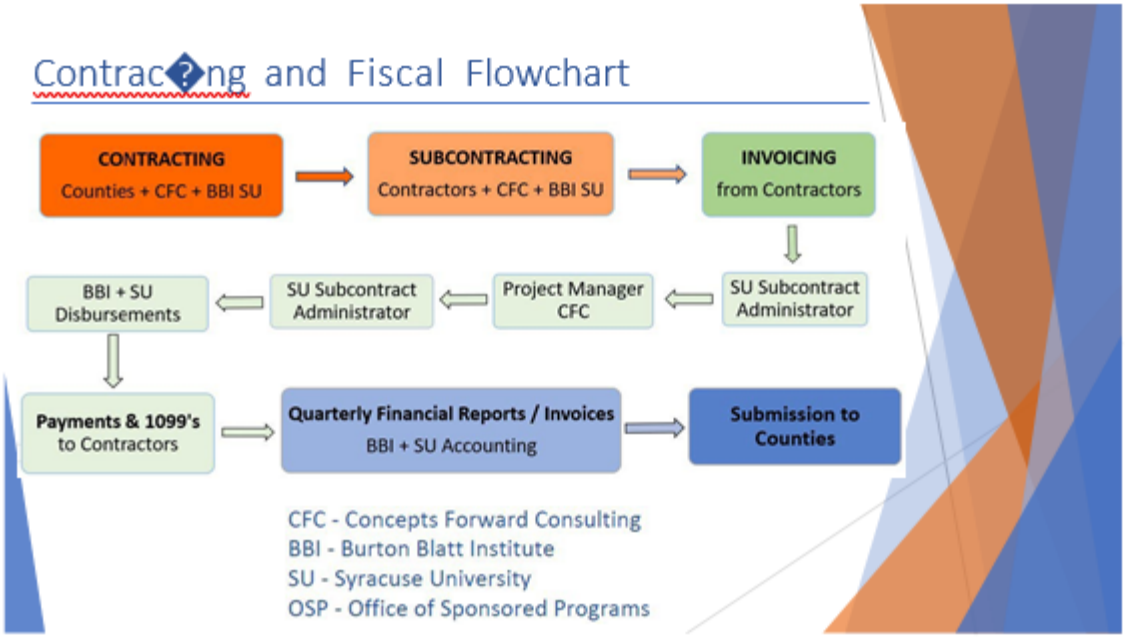


Table 1

Representatives from Syracuse University attended and presented at the PADs Project kickoff meeting held in Fresno, CA on August 16, 2022. Stuart Taub, Director, Office of Sponsored Programs, provided an overview presentation on Syracuse University's role and responsibility as the fiscal intermediary and fielded questions from the County representatives in attendance. Peter Blanck, University Professor and Chairman of the Burton Blatt Institute; Jonathan Martinis, Senior Director for Law and Policy, Burton Blatt Institute; and Gary Shaheen, Project Director, Burton Blatt Institute, each provided presentations reflecting the Burton Blatt Institute at Syracuse University's specific roles of programmatic engagement with the PADs Project, and each fielded questions from County representatives following their presentations.

On August 31, 2022, representatives from Syracuse University participated in a more detailed fiscal meeting hosted on Zoom with fiscal and contractual representatives attending from participating California Counties. The purpose of this meeting was to provide more in-depth fiscal information regarding the contractual financial management of the PADs contracts. Specific items discussed were the format and structure of Syracuse University invoices and accompanying supporting documentation. Also discussed and agreed upon were the timing of invoice submissions, which were established for quarterly billing due dates of 30 days after the completion of a fiscal quarter (e.g. – January 30, April 30, July 30, and October 30). Questions from the counties were fielded by Syracuse University fiscal representatives.

Seven (7) California Counties are actively engaged in funding the PADs Project, and with their authorization Syracuse University engaged the six (6) subcontractors providing the necessary services for the PADs Project, namely, Chorus, Concepts Forward, Hallmark Compass, Idea Engineering, Painted Brain, and RAND. Given that all subcontractor activities on the PADs Project benefit all participating

Appendix AA: Syracuse University-Fiscal Intermediary & Financial Update (Page 3 of 4)

counties, payment of subcontractor invoices will be made based on a proportional allocation distribution. The distribution calculations represented in **Table 2** below are based on the allocations to each subcontractor contained in each County's approved budget. Following this structured approach, ensures that each County is invoiced precisely for the percentage of each subcontractor's efforts allocated on an invoice-by-invoice basis, such that by the conclusion of the project each county will have been billed in accordance with their originally approved budgets.

Table 2

Invoice Allocation Model

	CONCEPTS FORWARD	HALLMARK	CHORUS	IDEA	RAND	PAINTED BRAIN
Fresno	22.82%	14.78%	5.45%	17.54%	13.92%	0.00%
Mariposa	0.30%	0.26%	0.12%	0.29%	0.23%	32.69%
Monterey	7.77%	6.60%	3.17%	7.52%	5.96%	0.00%
Orange	56.89%	48.34%	87.51%	55.04%	43.67%	0.00%
Shasta	3.14%	2.75%	1.32%	3.13%	2.49%	0.00%
Contra Costa	7.13%	21.66%	1.93%	13.10%	26.80%	53.48%
Tri-City	1.95%	5.61%	0.50%	3.39%	6.93%	13.83%
	100.00%	**100.00%**	**100.00%**	**100.00%**	**100.00%**	**100.00%**

Financial Updates

In **Table 3** below, we provide a fiscal status update of the PADs Project through December 31, 2022, on a County-by-County basis. Cumulatively across all counties, the project expenditures are tracking at 41% of the current **PADs Project** budget period which is from inception through June 30, 2023. **Table 4** reflects subrecipient spending to date. The "Obligated Amount" reflects each subcontractor's total budget for the period through June 30, 2023.

Please note, the time frames in which certain counties and subcontractors became engaged impacted the rates of expenditures shown below in **Table 3** and in **Table 4**. Contra Costa County's and Tri-City Mental Health Authority's involvement began months later that the other Counties. A large portion of Mariposa County's budget is allocated to a Peer Organization for which a subcontract with Painted Brain has just recently been fully executed. However, it is expected the rate of expenditures for these counties will become more aligned with the overall allocation by the period ending June 30, 2023. Also, Fresno County's budget is compressed and scheduled to fully expend by June 30, 2024 compared to the others which are expected to end by June 30, 2025.

Appendix AA: Syracuse University-Fiscal Intermediary & Financial Update (Page 4 of 4)

Table 3

Total Project Spending

County	Yrs 1-2 Budget ending 6/30/23	Actual Expenditures	% Expended
Contra Costa	**$431,854**	**$84,185.06**	**19.49%**
Fresno	**$575,392**	**$192,442.10**	**33.45%**
Mariposa	**$70,215**	**$4,322.44**	**6.16%**
Monterey	**$263,625**	**$100,276.87**	**38.04%**
Orange	**$4,876,777**	**$2,167,989.91**	**44.46%**
Shasta	**$109,788**	**$43,177.79**	**39.33%**
Tri-City	**$111,701**	**$22,096.12**	**19.78%**
PADS Project Sponsors	**$6,439,352**	**$2,614,702.06**	**40.61%**

Table 4

Subrecipient Spending

	CONCEPTS FORWARD	HALLMARK	CHORUS	IDEA	RAND	PAINTED BRAIN
	Invoiced through 11/30/22	Invoiced through 11/30/22	Invoiced through 11/30/22	Invoiced through 9/30/22	Invoiced through 9/30/22	Recently executed - no invoices
Obligated Amount	$354,105.00	$292,800.00	$4,200,000.00	$334,495.00	$336,068.00	$143,980.71
Actual Expenditures	$195,620.15	$73,440.00	$2,240,000.00	$24,647.00	$20,928.00	$0.00
% Expended	**55.24%**	**25.08%**	**53.33%**	**7.37%**	**6.23%**	**0.00%**

Appendix BB: Public Hearing Agenda

BEHAVIORAL HEALTH BOARD
of Mariposa County
Post Office Box 784
Mariposa, California 95338
(209) 966-3222

MARIPOSA COUNTY BEHAVIORAL HEALTH BOARD
NOTICE AND CALL OF SPECIAL MEETING
(GOVERNMENT CODE §54956)

PLEASE TAKE NOTICE that the Chairman of the Mariposa County Behavioral Health Board, acting pursuant to the authority of Government Code §54956, hereby calls a Special Meeting of the Mariposa County Behavioral Health Board to take place on **Tuesday, May 30, 2023, at 10:00 a.m.,** in the Health & Human Services Agency - Mariposa Conference Room, located at 5362 Lemee Lane, Mariposa, California.

You may join the meeting in-person at the location above, or via teleconference by dialing:
1 (669) 900-6833
Meeting ID 985-9834-5239, participant ID #, passcode 123456

The special meeting is for the purpose of discussing and transacting the following business:

A. **Call to Order and Roll Call**
B. **Action Items**
   a. PUBLIC HEARING to receive public input, consider, and approve submission of the Draft Mariposa County Mental Health Services Act (MHSA) Three-Year Expenditure Plan (2023-2026), and Prevention and Early Intervention Report (2021-2022), and Annual Innovation Report (2021-2022) to the Department of Health Care Services (DHCS).
C. **Adjournment**

Pursuant to the Government Code §54954.3, members of the public will have the opportunity to directly address the Board concerning the above-mentioned business, to the extent required by law.

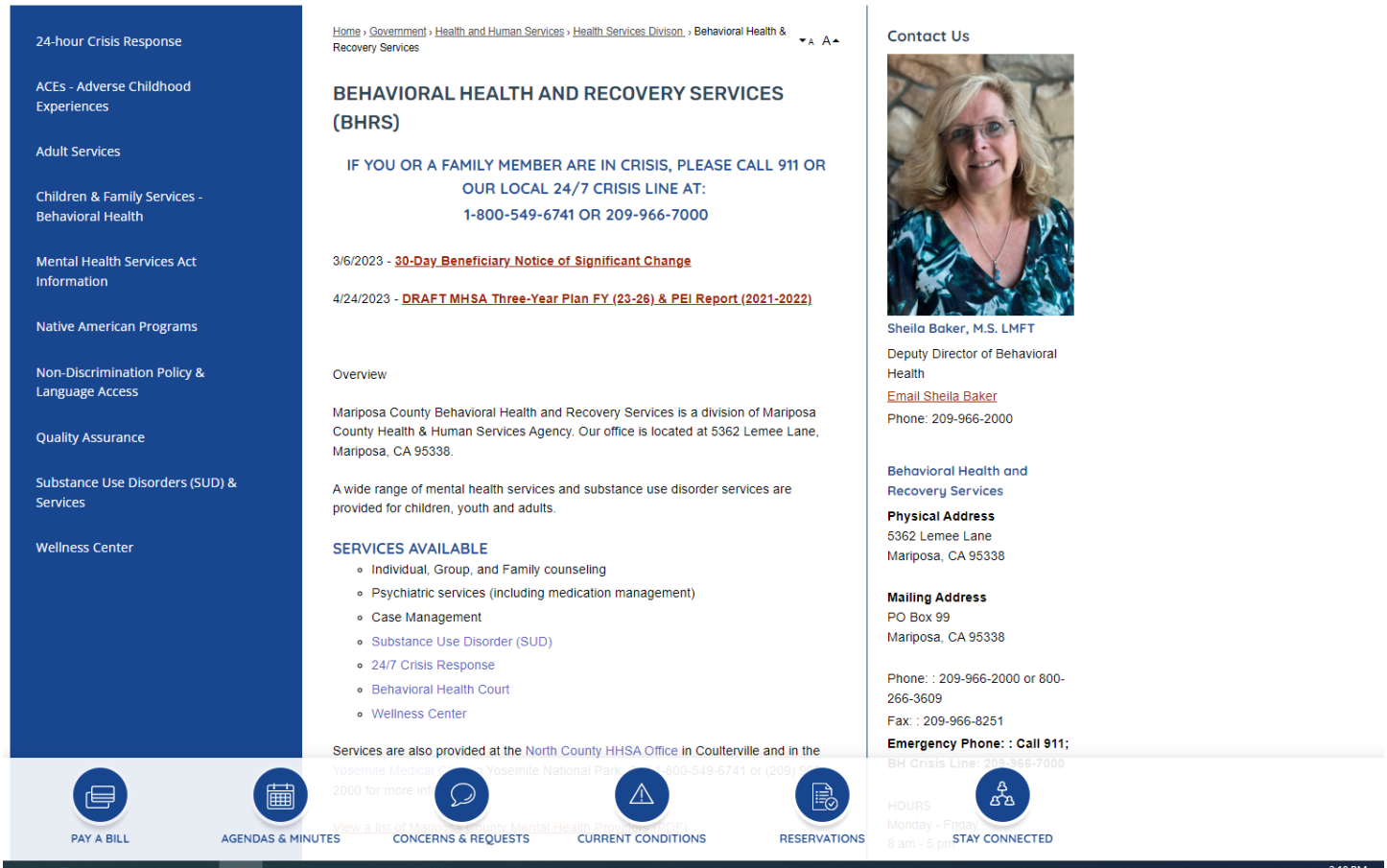
This notice is to be delivered to each member of the Behavioral Health Board members, and to each local newspaper of general circulation and radio or television station requesting notice in writing. The notice shall be delivered personally or by other means and shall be received at least 24 hours before the time of the meeting as specified in this notice.

Cpt. Sean Land, Chair
Mariposa County Behavioral Health Board

Date and Posted:

Donya Evans
Recording Secretary, Mariposa County Behavioral Health Board

Appendix CC: Website and Facebook Screenshot of Draft Posting



Mental Health Services Act (MHSA) Three-Year Plan

Health & Human Services Agency
Mariposa County
Healthy. Safe. Thriving.

5/03/2023

Mental Health Services Act

The Mental Health Services Act was a voter-approved initiative in 2004 to fund efforts to close gaps in the behavioral health system and to transform the behavioral health system in California to be one focused on wellness, recovery, and resilience. The MHSA uses revenues from a 1% sales tax on millionaires to fund local programs driven by local needs for families, children, transitional-age youth, adults, and older adults. MHSA's goal is to reduce the long-term impact on individuals and families resulting from untreated serious mental illness.

Proposed Programs

Community Services and Supports (CSS)

- Adult's Full-Service Partnerships
- Children's Full-Service Partnerships
- Wellness Center
- Peer Support – Wellness Center

Innovation:

- Psychiatric Advance Directives (PADs)

Prevention and Early Intervention (PEI)

- Family Resource Center
- Yosemite National Park Service Prevention Program
- Aramark and Community prevention services
- Friendly Visitor
- Mariposa Minds Matters
- Mental Health First Aid
- Central Valley Suicide Prevention Hotline

Workforce, Education, and Training (WET):

- Regional loan repayment program

Community Services and Supports Programs

Adult Full-Service Partnership

Proposed Activities:

- Full-Service Partnership (FSP) Mental Health Treatment
- Supportive Services (employment, housing, food, clothing etc.)
- Team coordination meeting.

Individuals Served:

- Adults (26-59) and Older adults (60+)
- Serves up to 45 individuals annually.

Expected Outcomes:

- Promote and improve mental health and recovery.
- Symptom reduction.
- Conduct initial assessment.
- Collect data for changes in functional status (hospitalized, arrested, etc.)

Children's Full-Service Partnership

Proposed Activities:

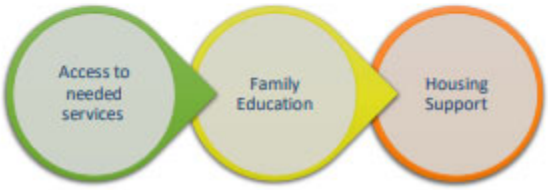
- Full-Service Partnership (FSP) Mental Health Treatment
- Supportive Services (employment, housing, food, clothing etc.)
- Team coordination meeting.

Individuals Served:

- Children (0-15) and Transitional Aged-Youth (16-26)
- Serves up to 30 individuals annually.

Expected Outcomes:

- Promote and improve mental health and recovery.
- Symptom reduction.
- Conduct initial assessment.
- Collect data when functional status changes occurs (hospitalized, arrested, etc.)



Wellness Center

Proposed Activities:

- Provides an environment to receive support and form meaningful relationships.
- Activities will be chosen and developed by peers.
- Daily living activities (cooking, job training, stress management, etc.)
- Wellness Center will expand to North County and Yosemite National Park.

Individuals Served:

- Anyone over the age of 18.
- Can serve up to 12 individuals daily at all locations.

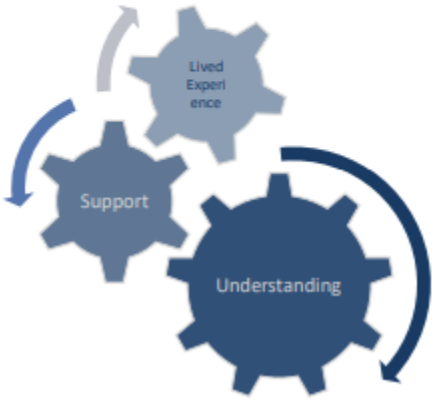
Expected Outcomes:

- Personal Growth
- Resources, Connections, and Referrals to Mental Health Services
- Improved Daily Living Skills
- Building Meaningful Relationships
- Survey's will be used upon entry of the program and quarterly thereafter to measure improvement of mental health & overall wellness.

Peer Support @ Wellness Center

Proposed Activities:

- To fund a Mental Health Aide with lived mental health experience to coordinate and facilitate peer support at the wellness center.



Expected Outcomes:

- Creates a career ladder for individuals in the recovery stage of their mental health.
- Creates opportunities for further advancement in county employment.
- Creates a more successful Wellness Center with a Peer-to-Peer interaction.

Prevention and Early Intervention Programs

Family Resource Center

Proposed Activities:

- Early Intervention Program
- Case Management, Group Support, Educational Programming, and Family Enrichment

Individuals Served:

- All county residents with a primary focus on children, transitional-age youth families and/or caregivers.
- Estimates serving 120 individuals annually.

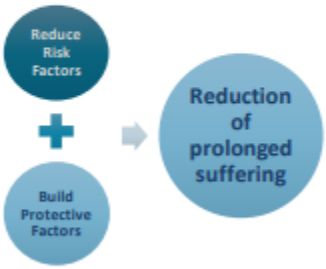
Expected Outcomes:

- Program aims to increase timely access and linkage to mental health treatment and services.
- Strengthen the Family System.
- Provide educational opportunities to families.
- Provide social opportunities to build peer support.
- Increase wellness and resiliency for individuals.

Yosemite National Park Services Prevention Program

Proposed Activities:

- Prevention Program
- Emotional Wellness Series and First Responder Training & Mental Health Office Hours.



Individuals Served:

- YNP employees and First Responders in YNP
- Estimates serving 80 individuals annually.

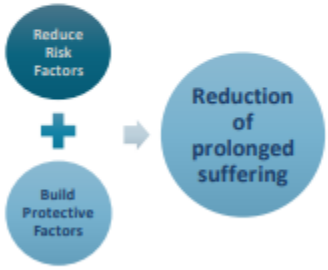
Expected Outcomes:

- Program expects to decrease staff suicide rates, unemployment, and homelessness
- Provide behavioral health interventions and education to reduce risk factors and building protective factors.
- Aimed at reducing the need for longer term counseling services, hospitalization, or significant impairments to activities of daily living.
- Pre/Post surveys will measure an increase in protective factors and a reduction of risk factors.

Aramark and Community Prevention Services

Proposed Activities:

- Prevention Program
- Yoga and Mindfulness Community Building Program



Individuals Served:

- Aramark/Yosemite Hospitality population in the boundary of YNP
- Estimates serving 150 individuals annually.

Expected Outcomes:

- Program expects to reduce isolation in remote and rural areas, increase physical activity, and grow community connections.
- Aimed at reducing stress, raising awareness, treating symptoms of trauma and increasing healthy immune systems.
- Pre/Post check-ins will measure an increase in protective factors and reduction of risk factors.
- Outreach and linkage of local resources for mental health services.

Friendly Visitor

Proposed Activities:

- A Prevention Program
- Volunteers will engage isolated seniors by providing 30-60 minute in-person visit.
- Monthly luncheons to increase socialization and improved resilience.

Individuals Served:

- Expected to serve up to 15 elderly individuals annually.

Expected Outcomes:

- The expected outcomes is a reduction in depressive symptoms, reduction of prolonged isolation and overall sense of being valued.
- Identify unmet needs and assist with referrals and connection to other community services.
- Monitor participant satisfaction.

Mariposa Minds Matters

Proposed Activities:

- Stigma and Discrimination Reduction program identifiers and brochures.
- Develop and participate in stigma and discrimination reducing activities.
- Hold booths at local farmers market, and other County festivals throughout the year.
- Community video events that feature mental health information.

Individuals Served:

- Expected to serve up to 150 individuals annually.

Expected Outcomes:

- The expected outcomes is a reduction in negative feelings, attitudes, beliefs, perceptions, stereotypes, and discrimination related to being diagnosed with mental illness or receiving mental health services.
- Pre/post surveys will be utilized to measure any changes in attitudes, knowledge, and/or behaviors regarding mental health.

Mental Health First Aid

Proposed Activities:

- Outreach for increasing recognition.
- Program engages and trains potential first responders to recognize and respond effectively to early signs of mental illness.

Individuals Served:

- Members of the community and nearby surrounding communities.
- Expected to serve up to 120 individuals annually.
- Potential responders include: law enforcement, healthcare workers, teachers, community members, and local business owners.

Expected Outcomes:

- The expected outcomes is to increase knowledge on signs, symptoms, risk factors, protective factors, and confidence to assist someone who may be experiencing a mental health crisis.

Central Valley Suicide Prevention Hotline

Proposed Activities:

- Suicide Prevention Program
- Provides a suicide prevention hotline 24 hours per day, seven days a week, and 365 days per year.

Individuals Served:

- Expected to serve up to 50 individuals annually.

Expected Outcomes:

- The expected outcomes is to reduce suicide by the accessibility of a local hotline providing timely access to services.
- Designed to change attitudes, knowledge, and behavior to prevent mental illness related suicide.

Access and Linkage

Each PEI program is required to facilitate and ensure access and linkage to services. As such, MCBHRS proposes opting out of the access and linkage component. The reporting requirements for this component requires more training and staff time than a very small county has the capacity to implement.

Psychiatric Advanced Directive

Proposed Activities:

- A multi-county collaborative project focusing on developing a Psychiatric Advance Directive technology platform.

Individuals Served:

- Expected to serve the population that has the highest risk of involuntary care, homelessness, unnecessary hospitalizations, and involvement with criminal justice.

Expected Outcomes:

- To improve positive outcomes for consumers at risk of involuntary care, homelessness, unnecessary hospitalizations, and improvement with criminal justice.
- To improve the quality of mental health services.
- To change how mental health treatment is implemented by allowing the consumer a voice & choice.

Workforce, Education, and Training

Regional Loan Repayment Program

Proposed Activities:

- To provide educational loan repayment assistance for eligible professions in exchange for a 12-month service commitment.

Expected Outcomes:

- State loan repayment program to help retain and recruit qualified staff or work to promote careers in the behavioral health field with students early in their academic career.

Individuals Served:

- Current, new or onboarding Licensed/Associate Clinicians, Licensed Psychiatrists, or Psychiatric Nurse Practitioners of MCBHRS.

Prevention and Early Intervention (PEI) Report

FY 2021/2022

Appendix DD: Behavioral Health Board Presentation (Page 12 of 14)

PEI Outcomes Report

Yosemite National Park Counselor

Served 147 unduplicated individuals

- 70% of participants indicated a decrease in risk factors.
- 74% indicated an increase in protective factors.

School Services

291 individuals served

- 80% of participants indicated a reduction in depression symptoms.
- 78% indicated a decrease in anxiety.

Mental Health First Aid

40 individuals served

- 100% of participants felt confident to recognize and assist someone in a mental health emergency after attending class.

Mariposa Minds Matter (Stigma Reduction)

110 individuals served

- 58% of participants indicated an increase of understanding of severe mental illness.
- 67% indicated an increased understanding of mental health stigma.

PEI Outcomes Report

School Suicide Prevention Program

43 individuals served.

- Sierra Foothill Charter School
- Lake Don Pedro Elementary
- YNP Elementary
- El Portal

Central Valley Suicide Prevention Line

Responded to 88 calls.

- 37% of calls were concerns of mental health
- 27% Suicide Content

Appendix DD: Behavioral Health Board Presentation (Page 13 of 14)

Innovation Annual Report

FY 2021/2022

Innovation Outcomes Report

Psychiatric Advanced Directive (PADs) Project

A multi-year multi-county collaborative project focusing on developing a Psychiatric Advance Directive and technology platform.

Psychiatric Advance Directive Outcomes

- Completed year 1 goals
- Developed and finalized regional contract language and template.

PADs Project Challenges

- External staff understanding County-specific protocols, contract language, and procedures.
- Timely Approvals of draft agreements.
- External staff knowing MHSA regulations.

PADs Project Lessons Learned

- Significant time between MHSOAC approval and implementation of MHSA Innovations project.
- Counties rely on project manager to direct and coordinate this MHSA project.
- Trainings were needed for understanding of nuances of MHSA, multi-county collaboration, and statewide initiatives.

Appendix DD: Behavioral Health Board Presentation (Page 14 of 14)

Mental Health Services Act Three-Year Plan (2023-2026)

Health & Human Services Agency
Mariposa County
Healthy. Safe. Thriving.

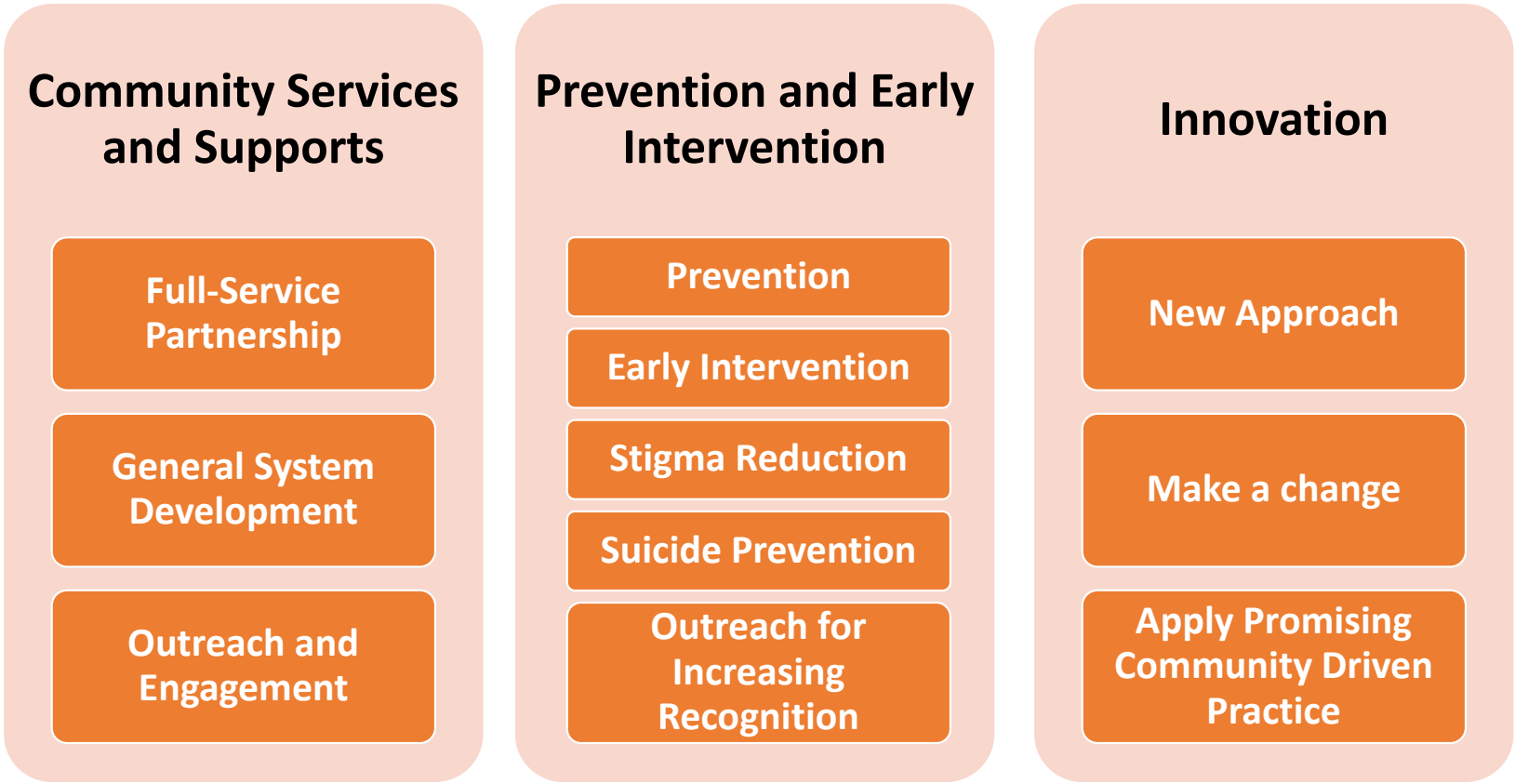
Mental Health Services Act

The Mental Health Services Act (MHSA) is proposition 63 that was passed in 2004, this act imposes a 1% tax on personal income in excess of one million dollars.

MHSA's goal is to reduce the long-term impact on individuals and families resulting from untreated serious mental illness, specifically to fund efforts to close gaps in the behavioral health system and to transform the behavioral health system in California to be one focused on wellness, recovery, and resilience.

MHSA provides funding to support county mental health programs for families, children, and transitional age youth, adults and older adults.

Mental Health Services Act Categories



Community Planning Process

Planning/Development Stage

(September - October)

Stakeholder Input/Feedback

(October - January)

Draft Three-Year Plan

(January - March)

Public Review

(March - April)

Public Hearing

(May)

Approval

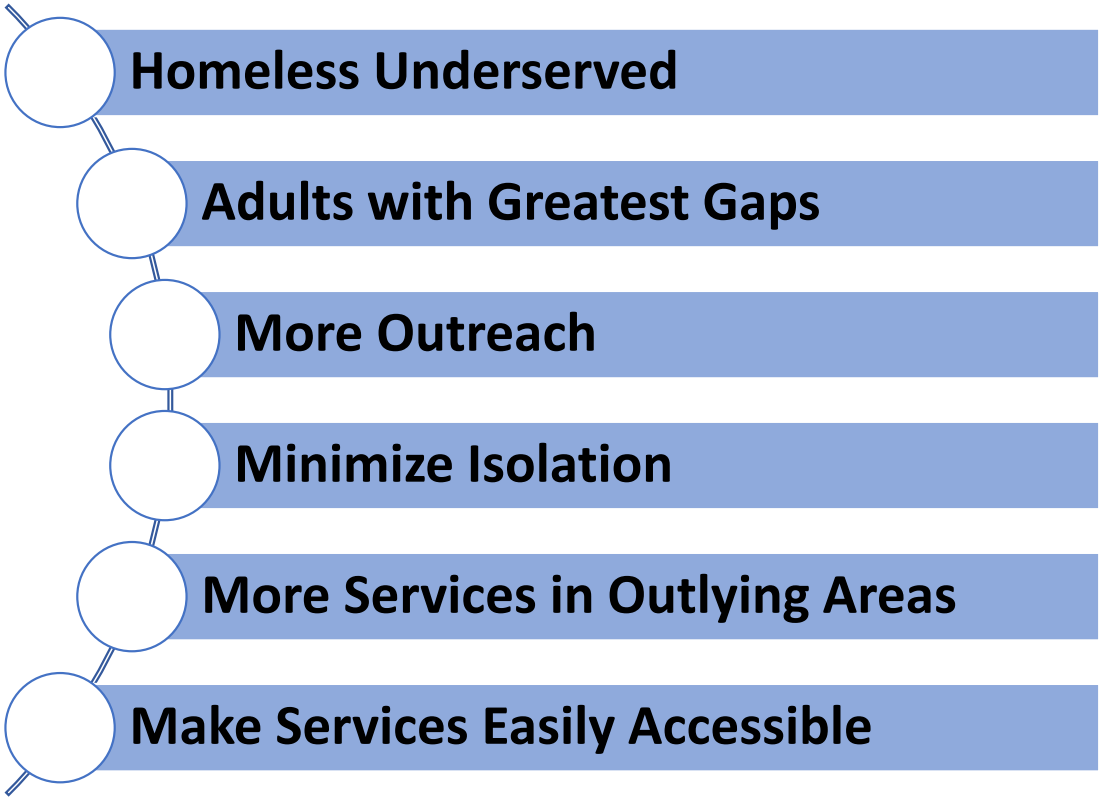
(May- June 1st)

Overview of 2023 Stakeholder Process

18 Stakeholder Meetings

139 Survey Responses

Stakeholder Survey Results



MHSA Proposed Programs 2023 - 2026

Overview of MHSA 2023- 2026

Starting July 1, 2023 – June 30, 2026

Community Services and Supports

- Full-service partnership
- Wellness Center
- Peer Support

Prevention and Early Intervention

- Yosemite National Park Services Prevention Program
- Aramark and Community Prevention Services
- Friendly Visitor
- Family Resource Center
- Suicide Prevention Hotline
- Mariposa Minds Matter
- Mental Health First Aid

Workforce, Education, and Training

- Regional Loan Repayment Program

Innovation

- Psychiatric Advanced Directive

Adult & Children Full-Service Partnership

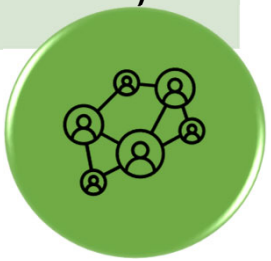
Activities	Individuals Served	Expected Outcomes
• Provides a full spectrum of community services to achieve goals. • Supportive Services • Assigned Personal Service Coordinator • Outreach to Homeless.	• Serves a minimum of 35 adults (26-59) and older adults (60+) annually. • Serves a minimum of 30 children (0-15) and transitional aged youth (16-2) annually.	• Promote and Improve mental health and recovery. • Individualized treatment plan.

Whatever It Takes

Wellness Center

Activities

- Provides environment to receive support and form meaningful relationships.
- Activities chosen and developed by peers.
- Daily living activities (cooking, job training, stress management etc.)



Individuals Served

- Anyone over the age of 18.
- Can serve up to 12 individuals daily at all locations.
- Expanding locations to North County and Yosemite National Park.

Expected Outcomes

- Personal Growth
- Resources, connections, referrals and linkage.
- Improved daily living skills.
- Building meaningful relationships.

Peer Support @ Wellness Center

Activities	Expected Outcomes
• To fund a Mental Health Aide with lived mental health experience to coordinate and facilitate peer support at the wellness center.	• Creates a career ladder for individuals in the recovery stage of their mental health. • Creates opportunities for further advancement in county employment. • Creates a more successful Wellness Center with a Peer-to-Peer interaction.

Family Resource Center

Activities	Individuals Served	Expected Outcomes
• Early Intervention Program • Open Tuesday-Saturday from 12-7 ▪ Case Management to Provide support, coaching, mentoring and referrals to mental health services. • Group Support including LGBTQ+, Friends and Family Support Group, Grief Group, Social Support Group • Educational Programming including Childbirth education classes, family enrichment activities.	• All county residents with a primary focus on children, transitional-age youth, families and/or caregivers. • Estimates serving 120 individuals annually.	• Program aims to increase timely access and linkage to mental health treatment and services. • Strengthen the Family System. • Provide educational opportunities to families. • Provide social opportunities to build peer support. • Increase wellness and resiliency for individuals.

Yosemite National Park Prevention Program

Activities

- Prevention Program
  - Emotional Wellness Series and First Responder Training & Mental Health Office Hours.
  - Utilization of the Stress Continuum, and evidence-based intervention
  - Increase awareness around suicide and suicide prevention
  - Open office hours for mental health related outreach and education.

Individuals Served

- Yosemite National Park Employees and First Responders
- Estimates serving 80 individuals annually.

Expected Outcomes

- Provide behavioral health interventions and education to reduce risk factors and build protective factors.
- Pre/Post surveys will measure an increase in protective factors and a reduction of risk factors.

Aramark and Community Prevention Services

Activities

- Prevention Program
- Yoga and Mindfulness
- Art and Silk Painting
- Personal Writing
- Community building

Individuals Served

- Aramark/Yosemite Hospitality population in YNP
- Unserved residents of YNP
- Estimates serving 150 individuals annually

Expected Outcomes

- Provide behavioral health interventions and education to reduce risk factors and build protective factors.
- Pre/Post check-ins will measure an increase in protective factors and reduction of risk factors.
- Outreach and linkage of local resources for mental health services.

Friendly Visitor

Activities	Individuals Served	Expected Outcomes
• A Prevention Program • Volunteers will engage isolated seniors by providing 30-60 minute weekly in-person visits. • Collaboration with advocacy, activities and outings, cultural and spiritual groups, and referral services. • Monthly luncheons to increase socialization and improved resilience.	• Program will serve up to 12 elderly individuals.	• Reduction in depressive symptoms, reduction of prolonged isolation and overall sense of being valued. • Identify unmet needs and assist with referrals and connection to other community services. • Monitor participant satisfaction.

Mariposa Minds Matter

Activities	Individuals Served	Expected Outcomes
• Stigma and Discrimination Reduction program. • Develop and participate in stigma and discrimination reducing activities. • Hold booths at local farmers market, and other County festivals throughout the year. • Community video events that feature mental health information.	• Expected to serve up to 150 individuals annually.	• Reduction in negative feelings, attitudes, beliefs, perceptions, stereotypes, and discrimination related to being diagnosed with mental illness or receiving mental health services. ▪ Pre/post surveys will be utilized to measure any changes in attitudes, knowledge, and/or behaviors regarding mental health.

Mental Health First Aid

Activities	Individuals Served	Expected Outcomes
• Outreach for increasing recognition of early signs of mental illness. • Program engages and trains potential first responders to recognize and respond effectively to early signs of mental illness.	• Members of the community • Expected to serve up to 120 individuals annually. • Potential responders include: law enforcement, healthcare workers, teachers, community members, and local business owners.	• The expected outcomes is to increase knowledge on signs, symptoms, risk factors, protective factors, and confidence to assist someone who may be experiencing a mental health crisis.

MENTAL HEALTH FIRST AID®

Central Valley Suicide Prevention Hotline

Activities	Individuals Served	Expected Outcomes
• Suicide Prevention Program • Provides a suicide prevention hotline 24 hours per day, seven days a week, and 365 days per year.	• Expected to serve up to 50 individuals annually.	• Reduce suicide by the accessibility of a local hotline providing timely access to services. • Designed to change attitudes, knowledge, and behavior to prevent mental illness related suicide.

1-888-506-5991

Access and Linkage

Each PEI program is required to facilitate and ensure access and linkage to services. As such, MCBHRS proposes opting out of the access and linkage component. The reporting requirements for this component requires more training and staff time than a very small county has the capacity to implement.

Psychiatric Advanced Directive

Activities	Individuals Served	Expected Outcomes
• A multi-county collaborative project focusing on developing a Psychiatric Advance Directive technology platform. • Utilize peers and community stakeholders with lived experience and understanding to develop a standardized PAD template. • Provide standardized PADs training for understanding to communities and stakeholders.	• Expected to serve the population that has the highest risk of involuntary care, homelessness, unnecessary hospitalizations, and involvement with criminal justice.	• To improve positive outcomes for consumers at risk of involuntary care, homelessness, unnecessary hospitalizations, and improvement with criminal justice. • Allowing individuals to take responsibility for their recovery • Providing appropriate and supportive care • De-escalating potential crisis situations

Regional Loan Repayment Program

Activities	Individuals Served	Expected Outcomes
• To provide educational loan repayment assistance for eligible professions in exchange for a 12-month service commitment.	• Current, new or onboarding Licensed/Associate Clinicians, Licensed Psychiatrists, or Psychiatric Nurse Practitioners of MCBHRS.	• State loan repayment program to help retain and recruit qualified staff or work to promote careers in the behavioral health field with students early in their academic career.

Questions??

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: June 20, 2023

TO: The Board of Supervisors

FROM: Miles Menetrey, District V Supervisor

RE: CLOSED SESSION: Public Employee Performance Evaluation; Position of Employee Under Review: Agricultural Commissioner

---

RECOMMENDATION AND JUSTIFICATION

[ ] CONFERENCE WITH LEGAL COUNSEL:

[ ] Existing Litigation:
[ ] Disclosure will jeopardize existing settlement negotiations.

[ ] Anticipated Litigation
[ ] Significant exposure to litigation pursuant to subdivision (b) of Government Code section 54956.9.
Number of cases to be discussed:

[ ] Initiating of litigation pursuant to subdivision (c) of Government Code section 54956.9.
Number of cases to be discussed:

[ ] CONFERENCE WITH COUNTY LABOR NEGOTIATOR
Name of Employee Organization:
Name of County Designated Representative:
Title(s) of unrepresented individuals with whom negotiations are being conducted:

[ ] PUBLIC EMPLOYEE EMPLOYMENT TITLE OR POSITION TO BE FILLED:
(Government Code Section 54957 (b) (1))

[X] PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Position of employee under review: Agricultural Commissioner (Government Code Section 54954.5)

[ ] PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE (Government Code Section 54954.5)

[ ] CONFERENCE WITH REAL PROPERTY NEGOTIATOR
Description of real property:
Agency negotiator:

Closed session will concern: ( ) price; ( ) terms of lease/purchase.

[ ] THREAT TO PUBLIC SERVICE FACILITIES
Name of law enforcement agency involved:
Title of officer of law enforcement agency:

[ ] LICENSE/PERMIT DETERMINATION
License or Permit applied for:
Number of license or permit applicants:
Name of applicant(s):

BACKGROUND AND HISTORY OF BOARD ACTIONS

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

FINANCIAL IMPACT

ATTACHMENTS

None

COUNTY OF MARIPOSA
AGENDA ITEM ROUTING FORM

SCHEDULED A CLOSED SESSION OF THE BOARD OF SUPERVISORS DURING THE COURSE OF THE MEETING

[ ] **CONFERENCE WITH LEGAL COUNSEL**:

[ ] **Existing Litigation:**

[ ] Disclosure will jeopardize existing settlement negotiations.

[ ] **Anticipated Litigation**
[ ] Significant exposure to litigation pursuant to subdivision (b) of Government Code section 54956.9.
Number of cases to be discussed

[ ] Initiating of litigation pursuant to subdivision (c) of Government Code section 54956.9.
Number of cases to be discussed:

[ ] **CONFERENCE WITH COUNTY LABOR NEGOTIATOR**
Name of Employee Organization:_____
Name of County Designated Representative:_____
Title(s) of unrepresented individuals with whom negotiations are being conducted:_____

[ ] **PUBLIC EMPLOYEE EMPLOYMENT TITLE OR POSITION TO BE FILLED:**
(Government Code Section 54957 (b) (1))
_____

[X] **PUBLIC EMPLOYEE PERFORMANCE EVALUATION**
Position of employee under review: Planning Director (Government Code Section 54954.5)

[ ] **PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE** (Government Code Section 54954.5)

[ ] **CONFERENCE WITH REAL PROPERTY NEGOTIATOR**
Description of real property:_____
Agency negotiator: _____
Closed session will concern: ( ) price; ( ) terms of lease/purchase.

[ ] **THREAT TO PUBLIC SERVICE FACILITIES**
Name of law enforcement agency involved:_____
Title of officer of law enforcement agency:_____

[ ] **LICENSE/PERMIT DETERMINATION**
License or Permit applied for:_____
Number of license or permit applicants:_____
Name of applicant(s):_____

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: June 20, 2023

TO: The Board of Supervisors

FROM: Miles Menetrey, District V Supervisor

RE: CLOSED SESSION: Public Employee Performance Evaluation; Position of Employee Under Review: Planning Director

---

RECOMMENDATION AND JUSTIFICATION

[ ] CONFERENCE WITH LEGAL COUNSEL:

[ ] Existing Litigation:
[ ] Disclosure will jeopardize existing settlement negotiations.

[ ] Anticipated Litigation
[ ] Significant exposure to litigation pursuant to subdivision (b) of Government Code section 54956.9.
Number of cases to be discussed:

[ ] Initiating of litigation pursuant to subdivision (c) of Government Code section 54956.9.
Number of cases to be discussed:

[ ] CONFERENCE WITH COUNTY LABOR NEGOTIATOR
Name of Employee Organization:
Name of County Designated Representative:
Title(s) of unrepresented individuals with whom negotiations are being conducted:

[ ] PUBLIC EMPLOYEE EMPLOYMENT TITLE OR POSITION TO BE FILLED:
(Government Code Section 54957 (b) (1))

[X] PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Position of employee under review: Planning Director (Government Code Section 54954.5)

[ ] PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE (Government Code Section 54954.5)

[ ] CONFERENCE WITH REAL PROPERTY NEGOTIATOR
Description of real property:
Agency negotiator:
Closed session will concern: ( ) price; ( ) terms of lease/purchase.

[ ] THREAT TO PUBLIC SERVICE FACILITIES
Name of law enforcement agency involved:
Title of officer of law enforcement agency:

[ ] LICENSE/PERMIT DETERMINATION
License or Permit applied for:
Number of license or permit applicants:
Name of applicant(s):

BACKGROUND AND HISTORY OF BOARD ACTIONS

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

FINANCIAL IMPACT

ATTACHMENTS

None

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-347

MEETING: June 20, 2023

TO: The Board of Supervisors

FROM: Steve Engfer, Planning Director

RE: Adopt a Resolution to Approve the Mariposa Gateway Elements

---

RECOMMENDATION AND JUSTIFICATION

Adopt a resolution to approve the design of the Mariposa Gateway Elements.

This action does not request or include approval of the related mural designs of the project. The murals consideration would occur at a future date through a separate Board Agenda item.

This project is funded by a grant from the Caltrans Clean California grant program. Approving this resolution is a required condition to receive the remaining grant funds for constructing the elements as designed. Extracts from the 95% construction document set are attached to this Board item. Construction documents will be considered 100% complete upon Board approval and integration of outstanding comments from Caltrans District 10 reviewers. When construction funding is authorized, the 100% construction document set will be the basis for soliciting bids to complete the project. All applicable CALTRANS requirements, such as encroachment permits that may be required, would be a part of the technical design and construction/build out process.

The gateway elements, which both align with the vision and implement specific recommendations of the adopted Creative Placemaking Strategy (2021), have been shaped by extensive community engagement. In addition to the guidance and participation of the Mariposa County Creative Placemaking Strategy Advisory Committee (which passed the attached resolution of support for this design), the design was shaped by a public outreach campaign that included:

- three one-month long public exhibitions (Mariposa County Arts Council, Mariposa County Library, and Miwumati)
- four pop-up events at local businesses (The Alley, Pioneer Market, Sticks Coffee, and the Grove House)
- four special outreach events with targeted stakeholders (Elders Luncheon at Miwumati, Community Conversation at the Mariposa County Library, youth engagement with MCHS students and the Ethos Youth Center, and a joint meeting of the Creative Placemaking Strategy Advisory Committee and Historic Sites and Records Preservation Committee)
- an online survey

These outreach activities were publicized through a variety of channels, including through print media (feature in the Mariposa Gazette and a press release to 14 local and regional press contacts), social media

(through various Facebook and Instagram accounts active in the area, including Mariposa County's), an enewsletter to nearly 1700 recipients, and fliers located in key areas in the Town of Mariposa. A summary of the engagement activities is attached to this item.

Finally, the Board has received 35 written comments from community members regarding this project. Of these, 30 supported the design, while five did not.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board has received two updates on this project, in addition to the following Board actions.

RES-2022-25: APPROVE SUBMITTAL OF AN APPLICATION TO THE CLEAN CALIFORNIA GRANT PROGRAM
RES-2022-459: SIGN A TRANSPORTATION ART AGREEMENT WITH CALTRANS
RES-2022-491: APPROVE AN AGREEMENT WITH CONSULTANT TEAM LED BY ATLAS LAB TO DESIGN MURALS AND GATEWAY ELEMENTS
RES-2023-28: BUDGET ACTION APPROVING TRANSFER OF FUNDS

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Negative action will result in delays to implementation of this project. This could potentially have significant implications to the availability of awarded funding, and could result in the County having to forfeit some or all of the remaining $850,000 in awarded grant funds.

FINANCIAL IMPACT

This specific Board action does not have a financial impact. However, if approved, a Budget Action will be issued at a later date to receive the remaining funds from Caltrans. If not approved, the financial impact could be forfeiting those remaining funds.

ATTACHMENTS

1. **230616 Board Presentation**
2. **230510 Resolution to Approve**
3. **CPSAC Resolution of Support**
4. **Gateway Elements 95% extracts**
5. **Mariposa Gateway Illustrative**
6. **Stakeholder Engagement Summary**
7. **Memo + Letters to the Board**
8. **Standen - Letter of Support_Redacted**
9. **Mural Project Letter of Support JC 2023**
10. **Letter to BOS - June 20th Meeting**
11. **Parker - letter**
12. **Meyers - Letter of Support**
13. **Jill Harry - K.1**
14. **Ostrom - K.1**
15. **Roboy - K.1**
16. **Stewart - K.1**
17. **Ubner - Mariposa mural project**

VOTE RESULT

RESULT: **Adopted (UNANIMOUS)**
MOVER: District I Supervisor Rosemarie Smallcombe

SECONDER:	District II Supervisor Shannon Poe
AYES:	District II Supervisor Poe, District I Supervisor Smallcombe, District IV Supervisor Forsythe, District V Supervisor Menetrey, District III Supervisor Toso
ABSTAIN:	None

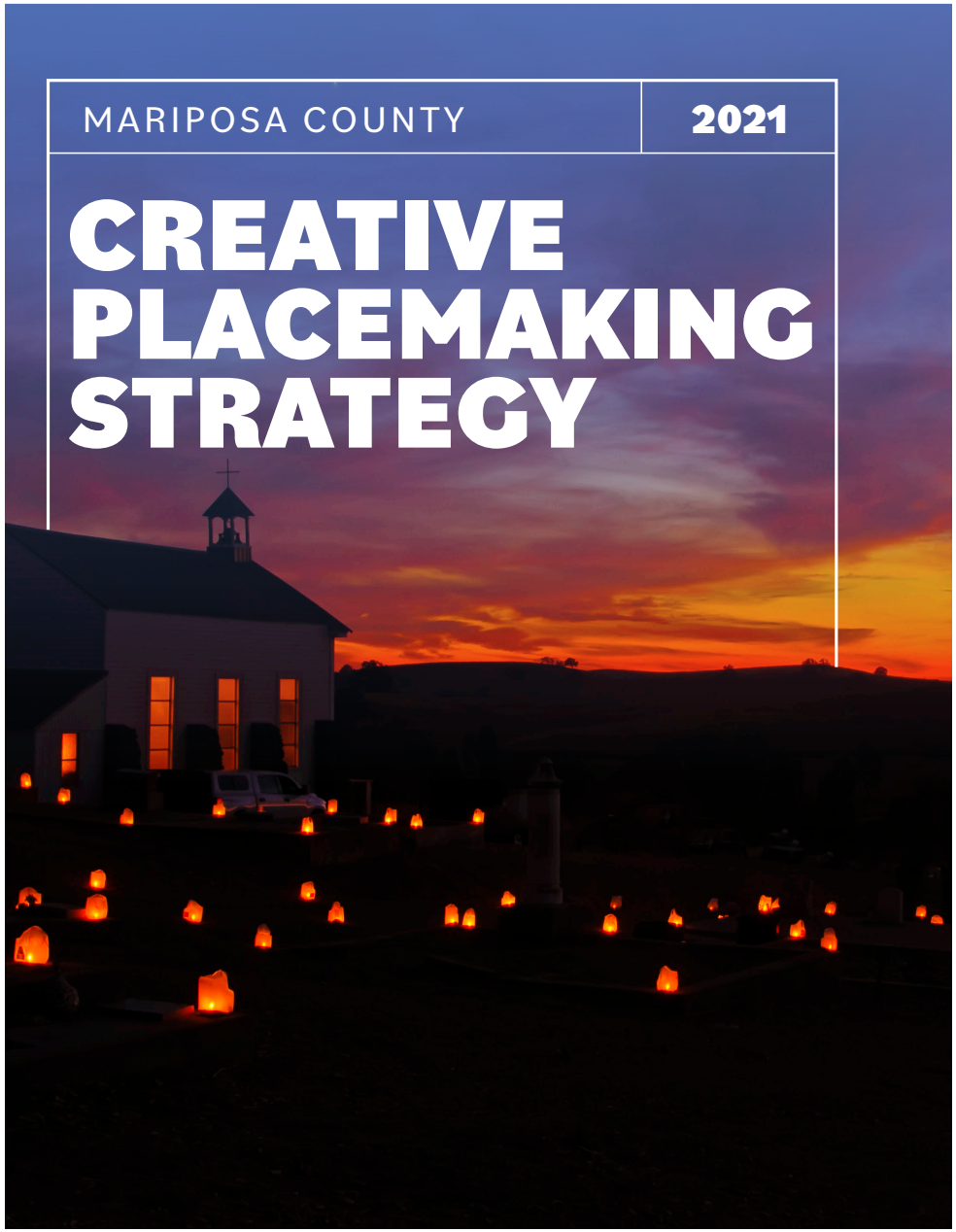
MARIPOSA GATEWAY ELEMENTS

BOARD OF SUPERVISORS

6/20/2023

BACKGROUND // CREATIVE PLACEMAKING STRATEGY

- FUNDED BY A GRANT FROM THE NATIONAL ENDOWMENT FOR THE ARTS
- LED BY THE CREATIVE PLACEMAKING STRATEGY ADVISORY COMMITTEE
- USED DEMONSTRATION PUBLIC ART PROJECTS TO HELP DRIVE A PUBLIC PROCESS TO PLAN FOR FUTURE PUBLIC ART
- ARTICULATES A VISION FOR FUTURE CREATIVE PLACEMAKING INVESTMENTS THROUGHOUT THE COUNTY, WITH AN EMPHASIS ON NATIVE PLANTS, ANIMALS, AND ECOSYSTEMS
- ADOPTED BY THE BOARD OF SUPERVISORS ON AUGUST 17, 2021



CLEAN CALIFORNIA GRANT // BOARD ACTIONS

- **RES-2022-25: APPROVE SUBMITTAL OF AN APPLICATION TO THE CLEAN CALIFORNIA GRANT PROGRAM**
- **RES-2022-459: SIGN A TRANSPORTATION ART AGREEMENT WITH CALTRANS**
- **RES-2022-491: APPROVE AN AGREEMENT WITH CONSULTANT TEAM LED BY ATLAS LAB TO DESIGN MURALS AND GATEWAY ELEMENTS**
- **RES-2023-28: BUDGET ACTION APPROVING TRANSFER OF FUNDS**

MARIPOSA COUNTY

Planning · 209-966-5151

RESOLUTION - ACTION REQUESTED 2022-219

MEETING: April 5, 2022

TO: The Board of Supervisors

FROM: Sarah Williams, Planning Director

RE: Caltrans Cooperative Agreement // Gateways

RECOMMENDATION AND JUSTIFICATION:
Adopt a Resolution Approving the Framework for (Draft Of) a Cooperative Agreement with Caltrans District 10 for the Mariposa Gateway Enhancement Project; and Authorize the Board of Supervisors Chair to Sign the Final Agreement (Subject to Approval as to Legal Form by County Counsel).

In January 2022, Caltrans District 10 applied for funding from a state-only pool of grant money to support community design and construction of gateway elements on state rights-of-way in the Town of Mariposa. That grant application, which staff contributed to, was funded in March 2022.

The agreement is ultimately needed to accept $1,000,000 in grant funds from Caltrans District 10 to install gateway elements, such as public art, signage, and other similar features, on the Caltrans right-ofway in the Town of Mariposa. The project would also support the installation of at least two murals in the Town of Mariposa that relate to the themes, materials, and other aesthetic qualities of the gateway elements.

A significant portion of the funds would be used to facilitate an extensive community engagement process throughout the summer and early fall of 2022, whereby the community would comment on and select from a variety of conceptual alternatives that explore different components of local sense of place, such as native plants, animals, human history, and/or a combination of these and other topics. In addition to significant participation from the wider community, the project would be driven by the County's Creative Placemaking Strategy Advisory Committee, which will be instrumental in developing and implementing the larger community engagement program.

The project is a direct implementation of several important community planning and design initiatives, especially the Creative Placemaking Strategy and Economic Vitality Strategy. Indeed, the project builds on both the recommendations and preliminary community design work that facilitated the Creative Placemaking Strategy's interactive, art-driven community planning process. As such, staff recommends

REF ID# 12807

ONLINE SURVEY

Maripo
Arts C

About ⌄ Community Programs ⌄ Arts Education ⌄ Policy

CLEAN CA GATEWAY & MURALS

CalTrans Clean California Initiative: Gateway and Mural Project

Mariposa County and Mariposa Arts Council have been awarded funding from CalTrans Clean CA statewide initiative for a new public

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designers. *

Remember that you can view in full-screen, pause, rewind, fast forward through the slide show if you need to!

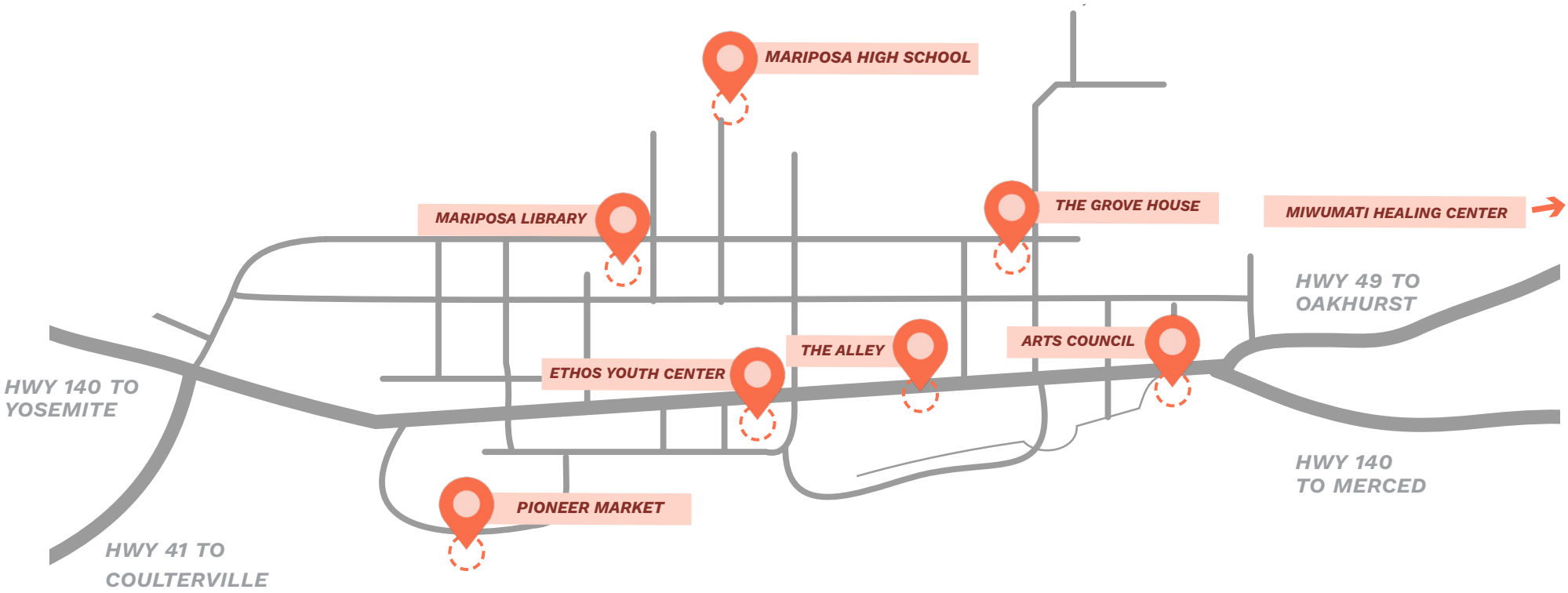
A I like where this is going and have nothing to add

B I have some ideas and feedback I'd like to share

ops! Please make a

Powered by Typeform

IN-PERSON EVENTS

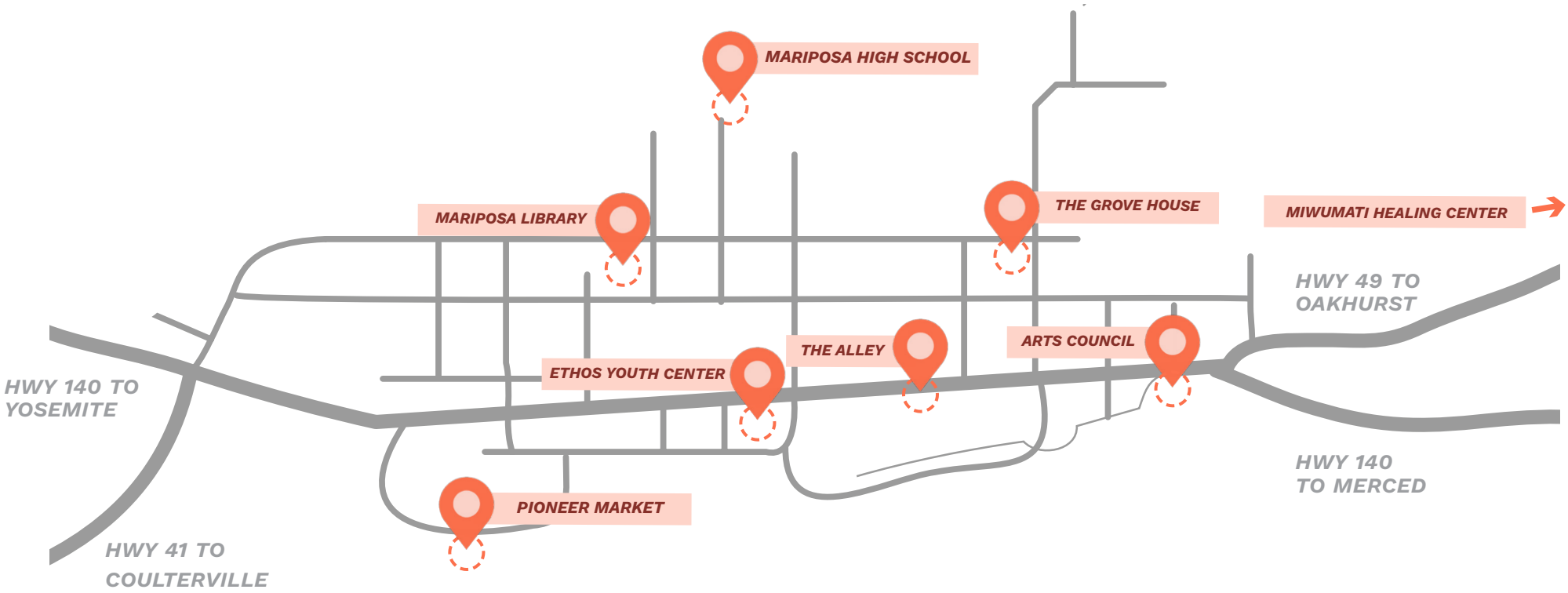


3 ONE MONTH-LONG EXHIBITIONS

4 POP-UP EVENTS AT LOCAL BUSINESSES

4 SPECIAL OUTREACH EVENTS WITH TARGETED STAKEHOLDERS

IN-PERSON EVENTS



Temporary Exhibitions: Jan 18 - Feb 17

- Mariposa Arts Council
- Mariposa County Library
- American Indian Council of Mariposa County/ Southern Sierra Miwuk's Miwumati Healing Center

Pop-Up Events: Feb 2 - 7

- The Grove House
- Sticks Coffee
- Pioneer Market
- The Alley

Special Outreach

- Elders Luncheon - Jan. 25, Miwumati Healing Center (Tribal Engagement)
- Community Conversation - Feb. 9, Mariposa County Library
- Youth Engagement - Feb. 10, Mariposa County High School and Ethos Youth Center
- Creative Placemaking Advisory Committee and Historic Sites Committee - Feb. 13

IN-PERSON EVENTS

IN-PERSON EVENTS

PUBLICITY // PRINT MEDIA

MARIPOSA GAZETTE FEATURE // OCTOBER 27, 2022

GETTING CREATIVE

Arts council, county working to bring town entryways to new life

Editor's note: This is the sixth in an eight-part series about the Mariposa County Arts Council. The stories will appear monthly through the end of the year.

By GREG LITTLE
Editor

It's a perfect match.

How to welcome the millions of visitors to the town of Mariposa while at the same time, making sure what is done is appropriate for the area — and the visitors.

That's the task before many people, including officials with Mariposa County, members of the Mariposa County Arts Council and Caltrans, the state agency which is providing the $1 million for the project.

"This is a real appropriate way for the arts council to be working," said Cara Goger, executive director of the

See **CREATIVE** on page A9

Submitted photo
Mikey Goralnik (Mariposa County Planning Department, Senior Community Designer and Development Planner) and Jane Kim (Ink Dwell Studio) are shown during a site visit to Mariposa.

Submitted photo
Jane Kim (Ink Dwell Studio) and Clay River (Managing Director of the American Indian Council of Mariposa County/Southern Sierra Miwuk Nation) discuss the project through the lens of native traditional culture.

CREATIVE

From page A1

council.

"We are fortunate to have their collaboration and partnering to bring to bear on these types of projects," said Mikey Goralnik, senior community design and development planner for the Mariposa County Planning Department.

The project at hand is something that has been anticipated for many years.

It basically boils down to having two large-scale mural projects at both ends of Mariposa. Both of those ends are the intersections of Highway 49 and Highway 140.

Goger said the overall concept is the projects will be designed "in dialogue with the gateway features in order to tell a welcoming and cohesive story focused on Mariposa's natural landscapes and cultural history."

That is a big, daunting task given the rich history of this county, from the Southern Sierra Miwuk Nation to the Gold Rush era to the development of tourism to Yosemite National Park, which has turned into the heart and soul of the county — including its financial stability.

A major component within the project is the work of the county's Creative Placemaking Advisory Committee, which has been working for several years in an effort to promote not just the arts, but the overall concept of how the town progresses when it comes to welcoming visitors.

Goger said that group has, for the last five years, been a place where the arts council and county can work in harmony, complimenting the expertise of each group in developing such plans.

It now appears it is paying off with the development of the gateway projects.

The county has hired Atlas Lab as a consulting firm on this project. Atlas Lab is based in Sacramento and has a long history of working on similar projects around the state.

Because the funding is already in place, Goger said this is where the arts council can really dig in and provide expertise that is needed. She also emphasized this project is deep in scope because there are so many requirements which have to be meant through Caltrans.

The arts council, she said, is working on partnering with various groups as well as getting as much public input as possible.

"They are doing a great job at helping to develop the approach of how we can get the input from the most amount of people and get insights from a cross-section of the community," said Goralnik.

Goger said currently, the consulting firm is working on extensive research in order to develop an overall concept for what the gateway features will look like, which she said is crucial. That firm, along with Ink Dwell, which specializes in projects like this, will come back with a "handful of preliminary design concepts," said Goger.

Once that happens, she said the arts council will go full speed ahead on engaging the community. That will include in-person and online opportunities for community members "to provide their thoughts on these initial design concepts."

She said feedback from the public will be a crucial part of the final design.

Goralnik said there are many aspects to this project because it involves Caltrans, which maintains the public rights-of-way throughout the state.

But even from a "regulatory standpoint," said Goralnik, it is crucial to "make sure they are artful and beautiful and the community is happy with them."

He added the final design also has to ensure the welcoming murals and related materials "are safe and aligned with the state's requirements for traffic safety, pedestrian safety and visibility."

"The arts council is thrilled to be supporting the community engagement portion of this project," said Goger. "This is an incredible opportunity to bring large-scale public art to the community, but we want to ensure it's reflective of our community in a way that appropriately represents, celebrates and invites further exploration of our natural landscapes and cultural history."

Goger said "public art can be tricky," but added she is "excited to have a team of designers and artists who have the capacity to handle such an ambitious project who are also committed to listening and responding to the community."

Goger also said initial contacts with people in the art community has indicated the "artists are excited" about the project.

She also believes the work that has been done by the creative placemaking committee is now showing how groups like the arts council can partner with government agencies and work toward the same goal.

"It is really nice to be prepared," said Goger.

She also said working with the Southern Sierra Miwuk Nation has been a positive experience and developing that relationship has led to a close partnership, something that is likely to be reflected in the final product.

However, Goger also said it will be a group decision on how the final design is reached.

"I have no preconceived notion," she said.

Goralnik said the project is slated to be completed in 2024, which in the big scheme of things, isn't that far in the future.

"We'll have to crank away," he said.

Goger said the arts council is ready to proceed once everything is in place.

"I'm excited about it," said Goger.

Goralnik said this project shows just how critical it is for local entities to work together to come up with a plan that will benefit the entire community.

"The main thing is they are really tuned into the community," he said. "They are engaging and seeking input so people know what we are doing and can have input. The arts council is doing a great job."

For Goger, this project is in direct alignment with the Mariposa Creek Parkway project, one that has been expanding in the past few years. She said it aligns with the master plan of the parkway as well as shows the benefits of having local people involved in creative placemaking.

DAY

From page A1

After Fr. Rudy leads the blessing of the cemetery participants may place candles at her grave, at the graves of family and friends or at any unlit grave. Fr. Rudy will then celebrate the All Souls Day Mass for the Dead at the historic St. Catherine's Church in the cemetery.

The practice of placing candles at the graves of loved ones on All Souls Day was brought to Hornitos from Mexico by early miners. Doña Candelaria de Sapien revived the practice in the early 1900s.

This procession, which has lately numbered up to 450 participants, has been held every Nov. 2 for as many as 118 years. Friends, history buffs and those who wish to honor the memory of early Hornitos settlers are all invited to join in the candlelight procession.

For more information, call (209) 966-2522.

GENERAL PRESS RELEASE // JANUARY 12, 2023

14 LOCAL + REGIONAL PRESS CONTACTS

MEDIA RELEASE

Mariposa County Arts Council
(209) 966-3155
phillips@mariposaartscouncil.org
www.mariposaartscouncil.org

January 12, 2023

For Immediate Release

The Mariposa Arts Council and the County Planning Department invite the public to review and share feedback on initial concepts for Mariposa County's Caltrans' Clean California public art project. Located in the town of Mariposa, this project entails two gateway features located at the southern and northern intersections of Highway 140 and Highway 49 and two murals.

The proposed gateway features and murals will explore Mariposa's native ecological systems and the connection between people and place. This project is in alignment with the Mariposa County's Creative Placemaking Strategy and directly supports priority recommendations in the plan.

To execute this project, the County has engaged Atlas Lab Inc., a landscape architecture, urban design and public art practice firm who have previously worked with both the County and the Arts Council to develop the County's Creative Placemaking Strategy. Atlas Lab will be designing the gateway features and managing the project's team and timeline. Ink Dwell Studio, an renowned studio located in Half Moon Bay known for its murals that explore the beauty and complexity of nature, has been hired to develop and install the murals. Engineering firm Provost and Pritchard is overseeing the project's technical aspects, including issues associated with highway safety and permitting, and the Arts Council is facilitating stakeholder engagement.

Because these projects will exist in the public realm, public investment in the project is critical and the artists and designers are seeking robust feedback from the community to inform their final designs. To facilitate public stakeholder engagement, between January 18 and February 17, 2023, the Arts Council has developed a variety of in-person and online opportunities for people to submit feedback. These opportunities are as follows:

Visit the Arts Council or Mariposa Public Library, between January 18 and February 17, 2023, at your convenience:

- Stop by the Arts Council where preliminary draft concepts and explanatory text will be on physical display. The public is encouraged to visit the Arts Council to talk with staff about the project and provide in-person feedback. The Arts Council is open Monday-Friday from 10am-4pm and is located at 5009 Highway 140, above Chocolate Soup.

PUBLICITY // SOCIAL MEDIA

Mariposa County
February 7 at 4:00 PM ·

Mariposa County has been awarded funding from CalTrans Clean CA statewide initiative for a new public art project! This project will include two gateway features and two murals.

The team is currently seeking feedback to help refine and bring the concepts to the next phase! Scroll through these graphics to learn more about the project and how you can participate. You can also explore www.mariposaartscouncil.org/CleanCA for more information.

mariposaarts
Mariposa County

mariposaarts Starting this week, we are inviting residents and stakeholders to provide feedback on early design concepts for gateway features and murals in Mariposa!

CalTrans Clean California Iniative provides funds to clean and beautiful public spaces in underserved communities. As funding recipient and project lead, @mariposa_county has contracted a top-tier team of professionals to elevate Mariposa's townspace with engaging public art installations. Input from the community will help bring these exciting concepts to life.

Check the link in our bio for more info on how to explore concepts from the design team, see project exhibitions in-person, and share your thoughts.
This stakeholder engagement series will run through Feb. 17.

#MariposaArts #MariposaCounty #CreativePlacemaking #CleanCA
3w

nzensius Super exciting project and concepts!
3w Reply

jenlaine3 🙌
3w 1 like Reply

Liked by **roseflu** and **49 others**
JANUARY 24

Add a comment... Post

THU, FEB 9
Clean CA Gateway and Mural Project // Co
Mariposa County Library · Mariposa
Event by **Mariposa Arts Council**

TUE, FEB 7
Clean CA Mariposa Gateway and Mural Pr
The Alley · Mariposa
Event by **Mariposa Arts Council**

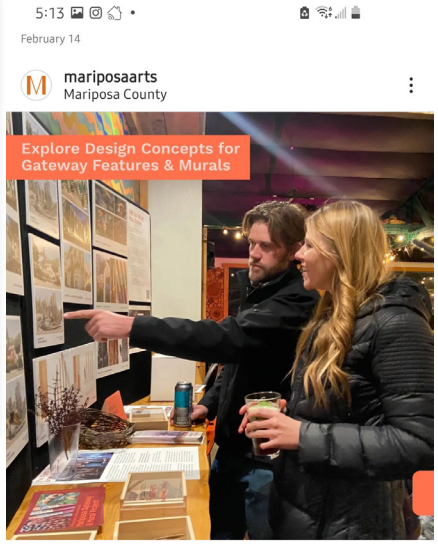
SAT, FEB 4
Clean CA Mariposa Gateway and Mural Pr
Event by **Mariposa Arts Council**

THU, FEB 2
Mariposa Gateway & Mural Project // Pop-
The Grove House · Mariposa
Event by **Mariposa Arts Council**

Posts

atlaslab
Mariposa, California

Liked by **tharandytreatment** and **121 others**
atlaslab @atlaslab is leading the design and development effort for a series of new gateway f... more
View all 5 comments
inkdwell We are very proud to be working alongside you all!
mariposaarts Let's goo!



Comments

mariposaarts 3w
Creative placemaking is powered by community!

Mariposa's newest public art installation, the CalTrans Clean CA Gateway and Mural Project, is seeking feedback now on early design concepts 💡

Stop by one of our project pop-ups, the community conversation, or a temporary exhibition to explore the concepts, hang with stakeholder representatives (that's us!), and offer your feedback. Shout out to @thegrovehouse_ for having us last night and thanks to everyone who took time to say hey!

🔗 Tap the link in our bio to learn more!

#MariposaCounty #MariposaArts

#CreativePlacemaking #StakeholderEngagement #CivicDesign #LandscapeArchitecture #Murals #CleanCalifornia

farm.at.worman.mill 2w
So exciting!
Reply
1

PUBLICITY // OTHER

FLIERS

ABOUT THE PROJECT

Mariposa County has been awarded funding from CalTrans Clean CA statewide initiative for a new public art project: Two gateway features at Mariposa's main highway intersections, and two murals on prominent buildings in town.

The project team - planners, designers and artists contracted by the County - are exploring themes that reflect Mariposans' relationship with the natural landscapes that are important the identity and sense of place of our community. **Preliminary design concepts are ready to view and need public input now!**

EXPLORE CONCEPTS & SHARE FEEDBACK

GO ONLINE
View the design concepts + give feedback
www.mariposaartscouncil.org/CleanCA

GO IN-PERSON
Explore design concepts + submit feedback with Arts Council staff and stakeholder representatives at exhibitions and pop-up events in downtown Mariposa

EXHIBITIONS: JAN. 18 - FEB. 18, 2023
Mariposa Arts Council (5009 Hwy 140) Mon-Fri, 10am-4pm
Mariposa County Library (4978 10th St.) Tues-Thurs, 9am-7pm + Fri-Mon, 9am-4pm. *Special presentation: Thurs, Feb. 9 5:30pm*

POP-UPS: FEBRUARY 4-7, 2023
Sticks Coffee (4993 7th Street) - Sat, February 4, 9-11:30am
Pioneer Market (5034 Coakley Circle) - Sat, February 4, 1-4pm
The Grove House (4993 5th Street) - Thurs, February 2, 5-7pm
The Alley (5027 Highway 140) - Tues, February 7, 5-7pm

ATLAS LAB · INK DWELL · PROVOST&PRITCHARD CONSULTING GROUP · Mariposa Arts Council

E-NEWSLETTER

1697
EMAIL RECIPIENTS

View this email in your browser

CalTrans Clean California Initiative
Mariposa Gateway & Mural Project

Tell us what you think!

Starting this week, we are inviting Arts Council Members, Mariposa residents and community stakeholders to provide feedback on a new public art project involving **gateway features and murals in Mariposa**.

We encourage interested stakeholders (you!) to take advantage of one of the many in-person opportunities to talk with Arts Council staff about preliminary design concepts and give feedback. You may also review the concepts online and submit feedback virtually. Details about both in person and online engagement opportunities are below. Public investment in the project is important and your feedback will help inform the final design.

Explore Concepts // Add Feedback

In-Person Engagement Opportunities

Explore design concepts, chat with staff about the project and submit feedback at exhibitions and pop-up events in downtown Mariposa.

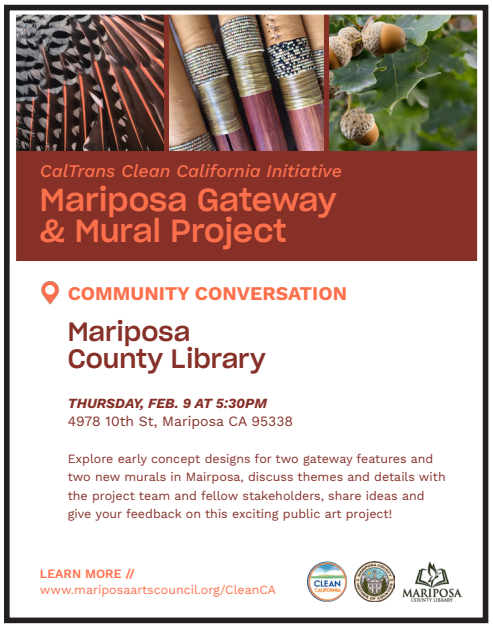
Exhibitions: January 18 - February 17, 2023

- Mariposa Arts Council: 5009 Hwy 140, Mariposa CA 95338 (Above Chocolate Soup gift shop) Monday-Friday, 10am-4pm.
- Mariposa Public Library: (4978 10th St.) Tues-Thurs, 9am-7pm + Fri-Mon, 9am-4pm. *Join us for a special presentation: Thurs, February 9 at 5:30pm*

Pop-Up Events: February 2 - 7, 2023

- The Grove House (4993 5th Street) - Thursday, February 2, 5-7 PM
- Sticks Coffee (4993 7th Street) - Saturday, February 4, 9:00-

POSTERS



FEEDBACK

234 TOTAL RESPONSES

183 PHYSICAL FORMS
51 ONLINE RESPONSES

95.3%

89.3%

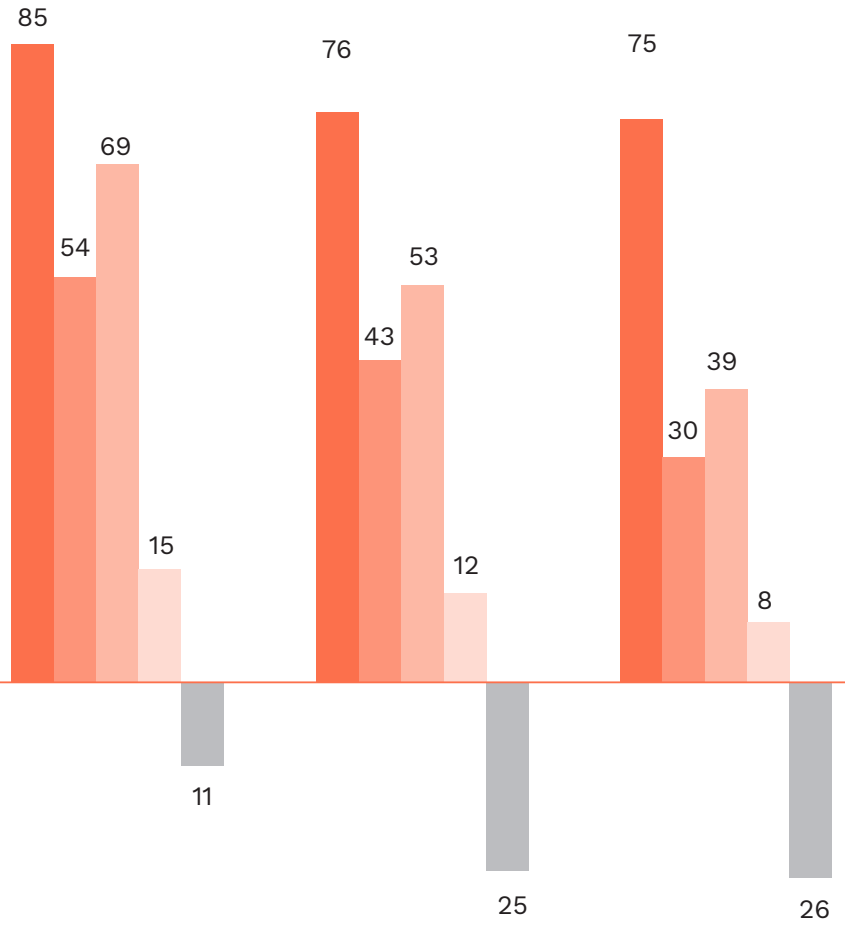
88.8%

Supportive

- Had nothing to add
- Enthusiastic statements of support
- Offered thoughtful ideas or suggestions
- Expressed interest in mixing and matching this concept with elements of the other concepts presented

Critical

- Expressed concerns/do not support this concept



NEXT STEPS

- REVISE GATEWAY ELEMENTS + MURAL CONCEPTS BASED ON COMMUNITY FEEDBACK (APRIL 2023)
- RECOMMEND A PREFERRED VERSION TO CREATIVE PLACEMAKING STRATEGY ADVISORY COMMITTEE FOR THEIR APPROVAL (MAY 2023)
- BRING CPSAC RECOMMENDATION TO BOARD FOR APPROVAL (JUNE 2023)
- BEGIN CONSTRUCTION AND INSTALLATION (SUMMER 2023)
- COMPLETE CONSTRUCTION AND INSTALLATION (SUMMER 2024)
- PURSUE FUNDING FOR ADDITIONAL GATEWAY ELEMENTS AND MURALS IN OTHER COMMUNITIES THROUGHOUT THE COUNTY (CURRENT AND ONGOING)

REVISED GATEWAY CONCEPTS

NORTHERN GATEWAY

REVISED GATEWAY CONCEPTS

NORTHERN GATEWAY

REVISED GATEWAY CONCEPTS

SOUTHERN GATEWAY

REVISED GATEWAY CONCEPTS

- **"THE COUNTY HAS CONDUCTED SIGNIFICANT COMMUNITY ENGAGEMENT WORK, BOTH DURING THE DEVELOPMENT OF THE CPS AND AT THE OUTSET OF THE GATEWAY ELEMENTS PROJECT, TO SOLICIT INPUT ON AND ULTIMATELY SHAPE THE FINAL DESIGN OF THE GATEWAY FEATURES."**

- **"THE FINAL DESIGN PRESENTED TO THE CPSAC EFFECTIVELY REPRESENTS THE VISION AND RECOMMENDATIONS OF THE CPS, AND REFLECTS THE OVERALL OUTCOMES OF THE PROJECT'S ENGAGEMENT PROGRAM."**

- **"THE CREATIVE PLACEMAKING STRATEGY ADVISORY COMMITTEE HEREBY STATES ITS SUPPORT FOR THE FINAL DESIGNOF THE MARIPOSA GATEWAY ELEMENTS AND RECOMMENDS THAT THE BOARD OF SUPERVISORS VOTE TO APPROVE THIS DESIGN."**

RESOLUTION NO. 2023-04

A RESOLUTION OF THE CREATIVE PLACEMAKING STRATEGY ADVISORY COMMITTEE PROCLAIMING SUPPORT FOR THE PROPOSED ARTWORK FOR THE *WORKING LANDS, WORKING ARTISTS* PROJECT.

WHEREAS, the Board of Supervisors passed Resolution 2021-48 adopting the Mariposa County Creative Placemaking Strategy and authorizing county departments and agencies to pursue implementing its recommendations; and

WHEREAS, the Board of Supervisors passed Resolution 2021-485, approving the submittal of an application to the National Endowment for the Arts (NEA) Our Town grant program to fund the *Working Lands, Working Artists* project, intended to produce art that would support and align with the parallel development of the Mariposa County Agriculture and Working Lands Conservation Plan (AWLCP), and Resolution 2022-589 approving consultant contracts with the Mariposa County Arts Council to work on that project after the grant was awarded; and

WHEREAS this project is a direct implementation of Programs 1, 2, and 4 of the Creative Placemaking Strategy; and

WHEREAS, the Arts Council hosted a request for proposals to solicit art from local artists to engage with the outcomes of the AWLCP's stakeholder engagement process, resulting in three compelling projects that effectively respond to this input by interpreting aspects of the community's current and historic connections to the agriculture and ranching.

NOW, THEREFORE, THE CREATIVE PLACEMAKING STRATEGY ADVISORY COMMITTEE DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

Section 2. Statement of Support and Recommendation for Adoption. The Creative Placemaking Strategy Advisory Committee hereby states its support for the proposals submitted during the requests for proposals process for the *Working Lands, Working Artists* project.

PASSED AND ADOPTED by the Creative Placemaking Strategy Advisory Committee this 16th day of May 2023, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

REVISED GATEWAY CONCEPTS

95% CONSTRUCTION DOCUMENTS

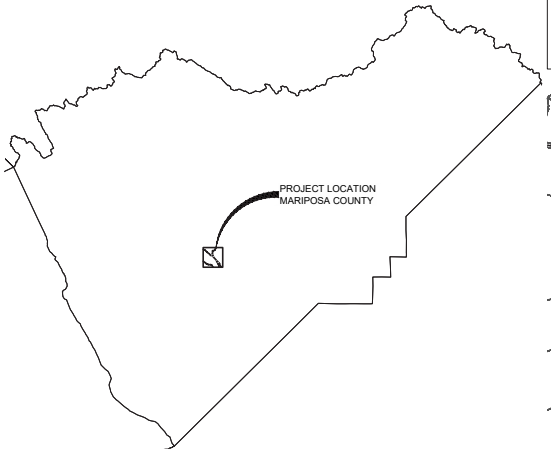
811 Know what's below. Call before you dig.

WARNING
POWER LINES OVERHEAD

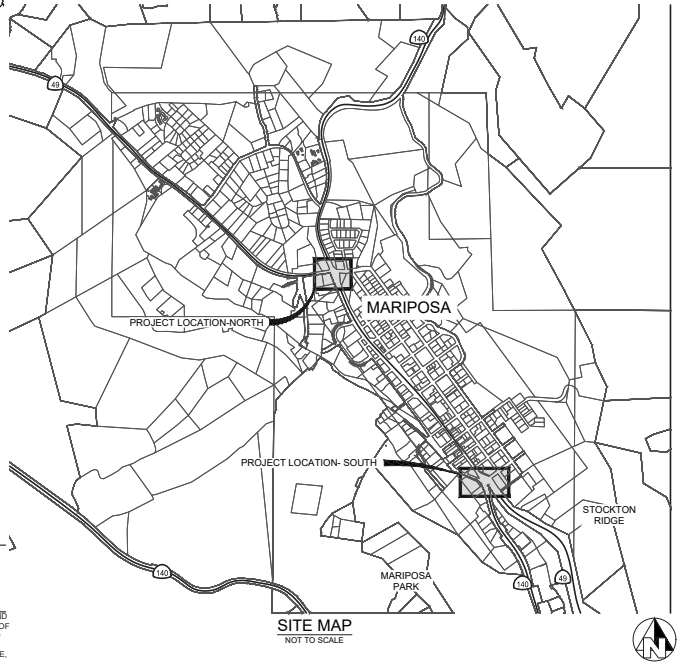
COUNTY OF MARIPOSA

MARIPOSA, CA

GATEWAY ENHANCEMENT ELEMENTS



VICINITY MAP
NOT TO SCALE



SITE MAP
NOT TO SCALE

GENERAL NOTES

1. MARIPOSA COUNTY (XXX-XXX-XXXX) SHALL BE CONTACTED AT LEAST 48 HOURS PRIOR TO COMMENCEMENT OF WORK ON OR NEAR EXISTING DISTRICT FACILITIES.
2. USED MATERIAL, REJECTS, MISFITS, OR SECONDS, ETC. ARE NOT ACCEPTABLE FOR USE ON [AGENCY] FACILITIES.
3. ALL CONSTRUCTION SHALL BE IN CONFORMANCE WITH THESE PLANS, PROJECT SPECIFICATIONS AND [AGENCY] SPECIFICATIONS.
4. CONTRACTOR SHALL FIELD VERIFY THE HORIZONTAL AND VERTICAL LOCATIONS OF ALL EXISTING FACILITIES PRIOR TO COMMENCING WORK. CALL UNDERGROUND SERVICE ALERT (USA) AT 8-1-1. CONTRACTOR SHALL MAKE ENGINEER AWARE OF ANY DISCREPANCIES.
5. ALL CAST-IN-PLACE CONCRETE STRUCTURES SHALL BE FORMED INSIDE AND OUT AND CONCRETE VIBRATED SUFFICIENTLY TO PROVIDE FOR SMOOTH SURFACED WALLS/FLOORS WITHOUT VOIDS AND HONEYCOMBS.
6. [AGENCY] SHALL INSPECT ALL WORK PHASES ON CONCRETE FACILITIES FOR CONFORMANCE TO [AGENCY] SPECIFICATIONS. REINFORCING SHALL NOT BE ENCASED IN CONCRETE WITHOUT PRIOR [AGENCY] INSPECTIONS. LIKEWISE, CONCRETE SHALL NOT BE COVERED WITH EARTH PRIOR TO [AGENCY] INSPECTION.
7. CONCRETE DESIGN MIX SHALL BE SUBMITTED TO THE ENGINEER FOR REVIEW AND APPROVAL. ALL CONCRETE SHALL HAVE A 28-DAY MINIMUM COMPRESSIVE STRENGTH OF 3000 PSI UNLESS OTHERWISE SPECIFIED.
8. ALL STEEL PIPE AND FITTINGS SHALL BE FURNISHED WITH A SHOP APPLIED HIGH SOLIDS EPOXY COATING ON THE INTERIOR AND EXTERIOR, UNLESS OTHERWISE INDICATED. ALL OTHER EXPOSED STEEL SHALL BE PAINTED WITH A PRE-TREATMENT PRIMER, AN UNDERCOAT AND A FINAL COAT OF PAINT IN ACCORDANCE WITH [AGENCY] SPECIFICATIONS.
9. ALL NUTS, BOLTS, AND WASHERS USED TO SECURE UNDERGROUND FITTINGS SHALL BE STAINLESS STEEL. AFTER INSTALLATION, ALL STEEL HARDWARE SHALL BE COATED WITH A RUST PREVENTATIVE, WRAPPED WITH 4 MIL POLYETHYLENE SHEETING, AND SECURE WITH PVC TAPE.
10. THRUST RESTRAINTS TO BE PROVIDED AT ALL PIPELINE BENDS, WHETHER OR NOT SHOWN ON THE PLANS.
11. ALL CONSTRUCTION SHALL BE PERFORMED IN ACCORDANCE WITH APPLICABLE HEALTH AND SAFETY LAWS OF THE STATE OF CALIFORNIA AND CAL/OSHA STANDARDS.
12. TRENCH BACKFILL AND RESERVOIR EMBANKMENTS SHALL BE COMPACTED IN ACCORDANCE WITH THE SPECIFICATIONS AND THE GEOTECHNICAL REPORT CONTAINED IN THE SPECIFICATIONS.
13. CONTRACTOR WILL BE RESPONSIBLE FOR THE REPAIR OF ALL PIPELINE CRACKS, WHICH DEVELOP DURING CONSTRUCTION OF IMPROVEMENTS AFFECTING EXISTING FACILITIES.
14. CONCRETE VAULTS AND BOXES MAY BE PURCHASED FROM A PRECAST MANUFACTURER OR CONTRACTOR MAY CONSTRUCT THE STRUCTURES IF STRUCTURAL CALCULATIONS AND DESIGN IS APPROVED BY THE [AGENCY] AND THE ENGINEER.
15. ALL EXCESS MATERIAL AND/OR DEBRIS SHALL BE REMOVED UPON COMPLETION OF INSTALLATION.
16. CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ADEQUATE DUST CONTROL AT ALL TIMES.

SPECIAL NOTE

WHERE UNDERGROUND AND SURFACE STRUCTURES ARE SHOWN ON THE PLANS, THE LOCATIONS, DEPTH AND DIMENSIONS OF STRUCTURES ARE BELIEVED TO BE REASONABLY CORRECT, BUT ARE NOT GUARANTEED. SUCH STRUCTURES ARE SHOWN FOR THE INFORMATION OF THE CONTRACTOR, BUT INFORMATION SO GIVEN IS NOT TO BE CONSTRUED AS A REPRESENTATION THAT SUCH STRUCTURES WILL, IN ALL CASES, BE FOUND WHERE SHOWN, OR THAT THEY REPRESENT ALL OF THE STRUCTURES WHICH MAY BE ENCOUNTERED.

SITE SAFETY AND PROTECTION NOTES

THE DUTY OF THE ENGINEER, OWNER OR ITS AGENTS TO CONDUCT CONSTRUCTION REVIEW OF THE CONTRACTOR'S PERFORMANCE AND THE UNDERTAKING OF INSPECTIONS OR THE GIVING OF INSTRUCTIONS AS AUTHORIZED HEREIN IS NOT INTENDED TO INCLUDE REVIEW OF THE ADEQUACY OF THE CONTRACTOR'S SAFETY MEASURES IN, ON, OR NEAR THE CONSTRUCTION SITE AND SHALL NOT BE CONSTRUED AS SUPERVISION OF THE ACTUAL CONSTRUCTION NOR MAKE THE ENGINEER, OWNER OR ITS AGENTS RESPONSIBLE FOR PROVIDING A SAFE PLACE FOR THE PERFORMANCE OF WORK BY THE CONTRACTOR, SUBCONTRACTORS, OR SUPPLIERS, OR FOR ACCESS, VISITS, USE, WORK, TRAVEL OR OCCUPANCY BY ANY PERSON.

THE CONTRACTOR SHALL HAVE AT THE WORK SITE, COPIES OR SUITABLE EXTRACTS OF CONSTRUCTION SAFETY ORDERS, ISSUED BY CAL-OSHA. CONTRACTOR SHALL COMPLY WITH PROVISIONS OF THESE AND ALL OTHER APPLICABLE LAWS, ORDINANCES AND REGULATIONS. THE CONTRACTOR MUST COMPLY WITH PROVISIONS OF THE SAFETY AND HEALTH REGULATIONS FOR CONSTRUCTION, PROMULGATED BY THE SECRETARY OF LABOR UNDER SECTION 107 OF THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT, AS SET FORTH IN TITLE 29 C.F.R.

TO PROTECT THE LIVES AND HEALTH OF CONTRACTOR'S EMPLOYEES UNDER THE CONTRACT, THE CONTRACTOR SHALL COMPLY WITH ALL PERTINENT PROVISIONS OF THE "MANUAL OF ACCIDENT PREVENTION IN CONSTRUCTION" ISSUED BY THE ASSOCIATED GENERAL CONTRACTORS OF AMERICA, INC., AND SHALL MAINTAIN AN ACCURATE RECORD OF ALL CASES OF DEATH, OCCUPATIONAL DISEASE, AND INJURY REQUIRING MEDICAL ATTENTION OR CAUSING LOSS OF TIME FROM WORK, ARISING OUT OF AND IN THE COURSE OF EMPLOYMENT OR WORK UNDER THE CONTRACT.

THE CONTRACTOR ALONE SHALL BE RESPONSIBLE FOR THE SAFETY, EFFICIENCY, AND ADEQUACY OF CONTRACTOR'S FACILITIES, APPLIANCES, AND METHODS AND FOR ANY DAMAGE, WHICH MAY RESULT FROM THEIR FAILURE OR THEIR IMPROPER CONSTRUCTION, MAINTENANCE OR OPERATION.

THE CONTRACTOR AGREES THAT IT SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS; AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE OWNER, PROVOST & PRITCHARD CONSULTING GROUP, AND THEIR RESPECTIVE AGENTS HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF OWNER, ENGINEER, OR THEIR RESPECTIVE AGENTS.

THE OWNER AND ITS AGENTS' SITE RESPONSIBILITIES ARE LIMITED SOLELY TO THE ACTIVITIES OF THEIR EMPLOYEES ON SITE. THESE RESPONSIBILITIES SHALL NOT BE INFERRED BY ANY PARTY TO MEAN THAT THE OWNER OR ITS AGENTS HAVE RESPONSIBILITY FOR SITE SAFETY. SAFETY IN, ON, OR ABOUT THE SITE IS THE SOLE AND EXCLUSIVE RESPONSIBILITY OF THE CONTRACTOR ALONE. THE CONTRACTOR'S METHODS OF WORK PERFORMANCE, SUPERINTENDENCE AND THE CONTRACTOR'S EMPLOYEES, AND SEQUENCING OF CONSTRUCTION ARE ALSO THE SOLE AND EXCLUSIVE RESPONSIBILITIES OF THE CONTRACTOR ALONE.

TOPOGRAPHY NOTE

TOPOGRAPHY SHOWN WAS COLLECTED BY PROVOST & PRITCHARD CONSULTING GROUP DURING A FIELD SURVEY CONDUCTED IN NOVEMBER OF 2022.

BOUNDARY NOTE

THE BOUNDARY/EASEMENT INFORMATION SHOWN ON THESE PLANS IS BASED UPON RECORD INFORMATION TIED TO PHYSICAL MONUMENTS, AND WAS PREPARED UNDER THE DIRECTION OF BRYAN W. BOWERS, PLS 8469.

ENCROACHMENT PERMIT INFORMATION

PERMIT NO: 10-22-N-DV-1155
DISTRICT: 10
COUNTY: MPA
ROUTE: 140
POST MILE: 21.22-22.09

PROJECT TEAM

ATLAS LAB INC.
BRENNA CASTRO CARLSON, LANDSCAPE ARCHITECT
1610 R STREET, SUITE 300
SACRAMENTO, CA 95811
(916) 290-9375

PROVOST & PRITCHARD CONSULTING GROUP
MICHAEL OSBORN, PE
455 W. FIR AVENUE
CLOVIS, CALIFORNIA 93611
(559) 449-2700

Proposed 0.12 Mtext

APPROVALS

--APPROVAL 1-- DATE

--APPROVAL 2-- DATE

SHEET INDEX

SHEET NO.	DESCRIPTION
CIVIL	
G1.0	COVER SHEET
C1.0	EXISTING TOPO & DEMO PLAN
C2.1	SITE IMPROVEMENT NORTH
C2.2	SITE IMPROVEMENT SOUTH
C2.3	SITE DETAILS NORTH
C2.4	SITE DETAILS NORTH
LANDSCAPING	
L1.00	MATERIALS & LAYOUT NOTES
L1.01	MATERIALS & LAYOUT PLAN - NORTH
L1.02	MATERIALS & LAYOUT PLAN - SOUTH
L1.03	PLAN ENLARGEMENTS
L1.10	SITE DETAILS
L1.11	SITE DETAILS
L1.12	SITE DETAILS
L2.00	IRRIGATION NOTES
L2.01	IRRIGATION PLAN - NORTH
L2.02	IRRIGATION PLAN - SOUTH
L2.10	IRRIGATION DETAILS
L2.11	IRRIGATION DETAILS
L3.00	PLANTING NOTES
L3.01	PLANTING PLAN - NORTH
L3.02	PLANTING PLAN - SOUTH
L3.10	PLANTING DETAILS
ELECTRICAL	
E1.00	ELECTRICAL NOTES
E1.01	ELECTRICAL PLAN NOTH
E1.02	ELECTRICAL PLAN SOUTH
E1.03	ELECTRICAL DETAILS

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PRELIMINARY
NOT FOR CONSTRUCTION
3/24/2023

No.	REVISION	BY	DATE

FOR REVIEW ONLY

GATEWAY ENHANCEMENT ELEMENTS
COUNTY OF MARIPOSA
MARIPOSA, CA
CIVIL
COVER SHEET

PROVOST & PRITCHARD
Advancing Opportunity
CLOVIS, CALIFORNIA (559) 449-2700
FRESNO, CALIFORNIA (559) 431-5374
https://provostandpritchard.com/

DESIGN ENGINEER: -----
LICENSE NO: -----
DRAFTED BY: -----
CHECKED BY: -----
DATE: 03/24/2023
JOB NO: -----
PROJECT NO: 412122001
PHASE:

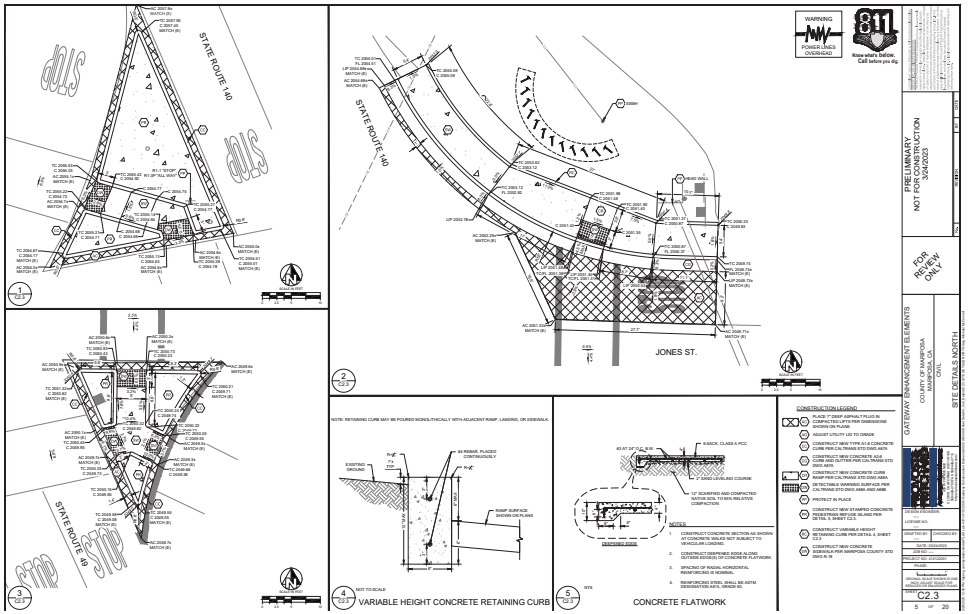
0 1"
ORIGINAL SCALE SHOWN IS ONE INCH. ADJUST SCALE FOR REDUCED OR ENLARGED PLANS.

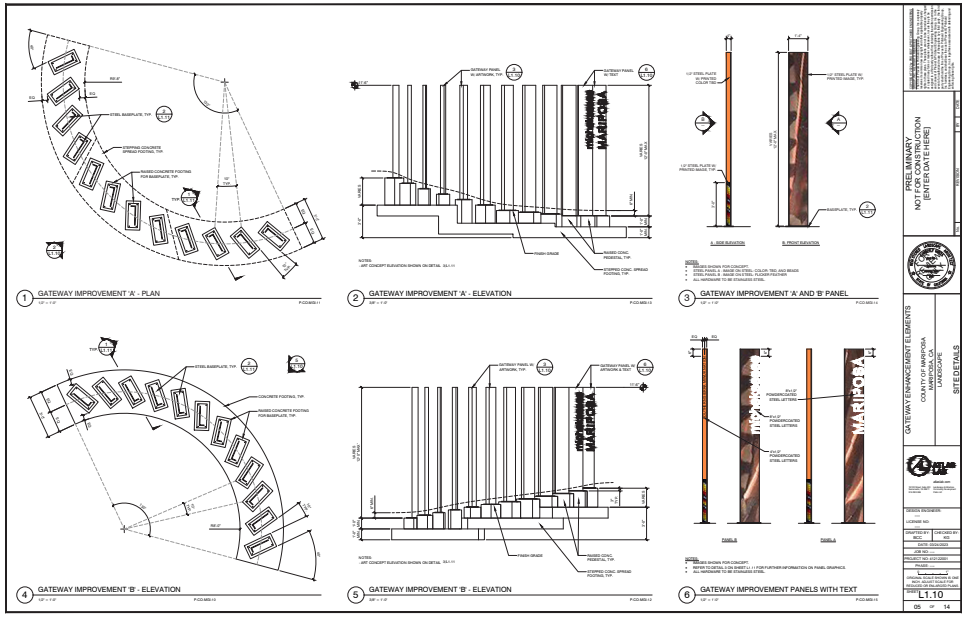
SHEET G1.0
1 OF 20

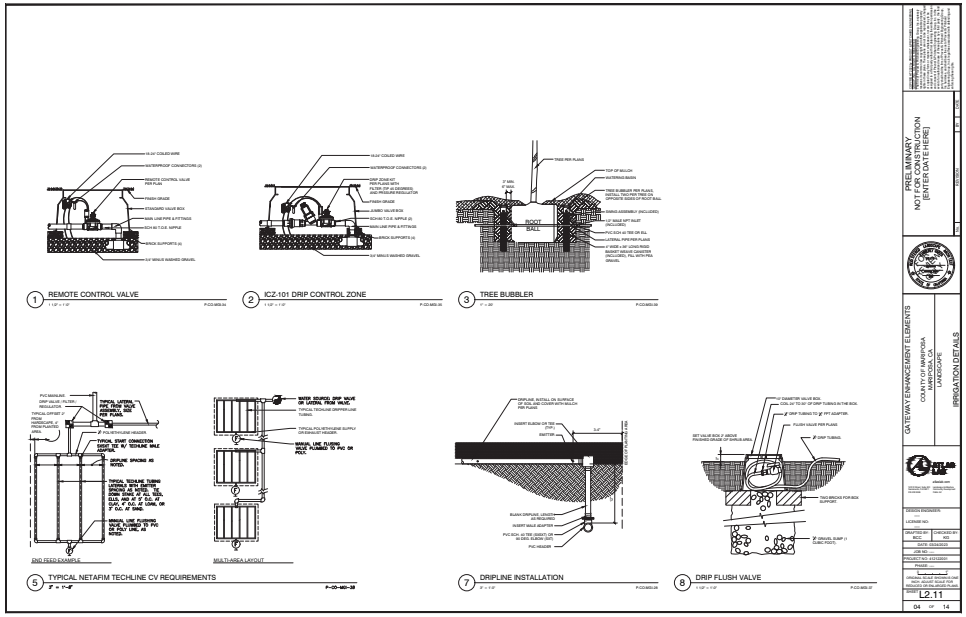
3/24/2023, 4:43 PM, C:\ATLAS Lab 412\412122001-Gateway Enhancement Elements\300 CAD\30 Sheet Set\01_General\C1 COVER SHEET.dwg, Annemarie Fox

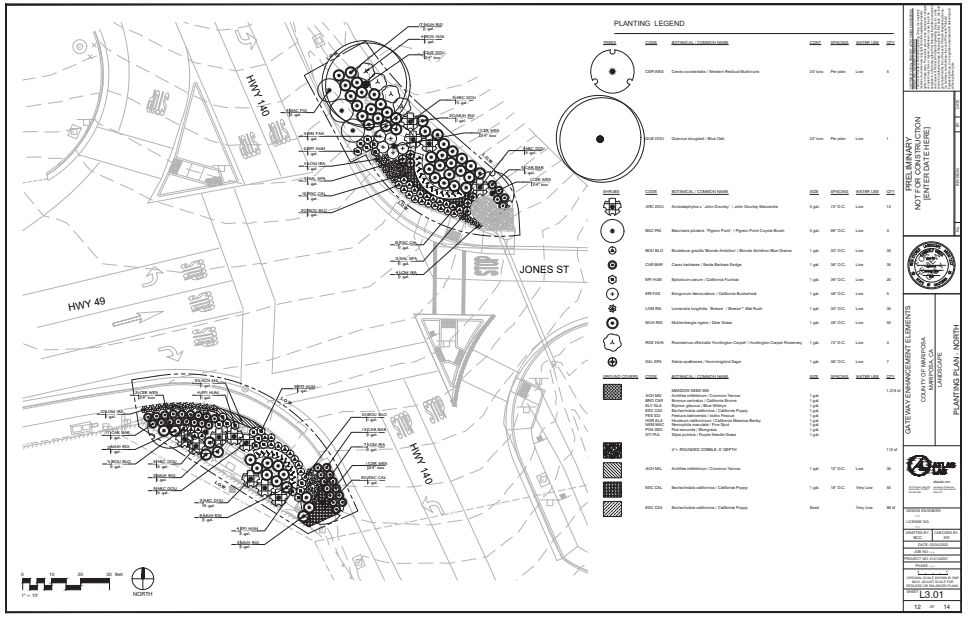
REVISED GATEWAY CONCEPTS

95% CONSTRUCTION DOCUMENTS









REVISED GATEWAY CONCEPTS

LETTERS TO THE BOARD

SUPPORTIVE

1 2 3 4 5 6 7

8 9 10 11 12 13 14

15 16 17 18 19 20 21

22 23 24 25 26 27 28

29 30 31 32 33 34 35

36 37 38 39 40 41 42

43 44 45 46 47 48 49

50 51 52 53 54 55 56

NOT SUPPORTIVE

1 2 3 4 5

REVISED GATEWAY CONCEPTS

LETTERS TO THE BOARD

SUPPORTIVE

1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31	32	33	34	35
36	37	38	39	40	41	42
43	44	45	46	47	48	49
50	51	52	53	54	55	56

NOT SUPPORTIVE

1 2 3 4 5

REVISED GATEWAY CONCEPTS

LETTERS TO THE BOARD

SUPPORTIVE

1 2 3 4 5 6 7

8 9 10 11 12 13 14

15 16 17 18 19 20 21

22 23 24 25 26 27 28

29 30 31 32 33 34 35

36 37 38 39 40 41 42

43 44 45 46 47 48 49

50 51 52 53 54 55 56

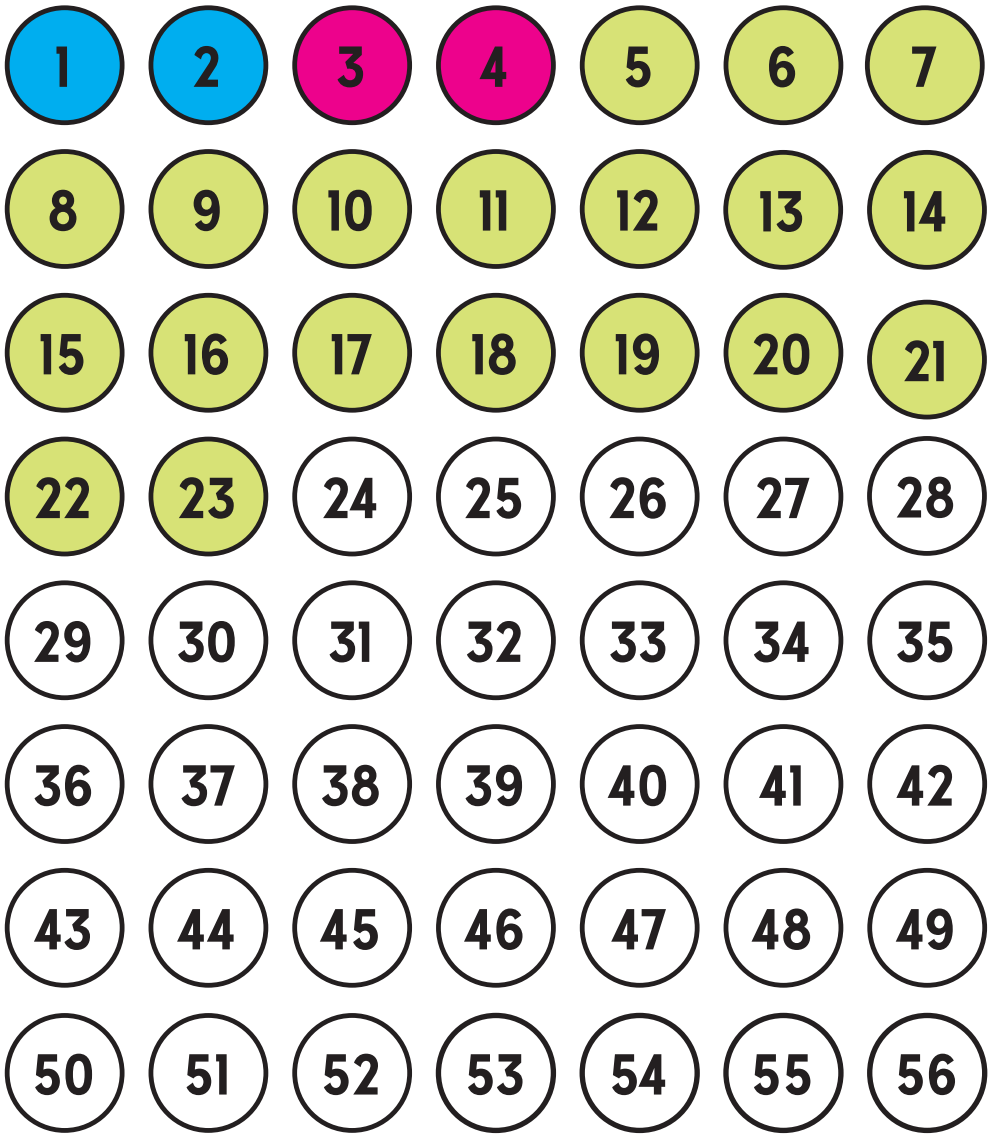
NOT SUPPORTIVE

1 2 3 4 5

REVISED GATEWAY CONCEPTS

LETTERS TO THE BOARD

SUPPORTIVE

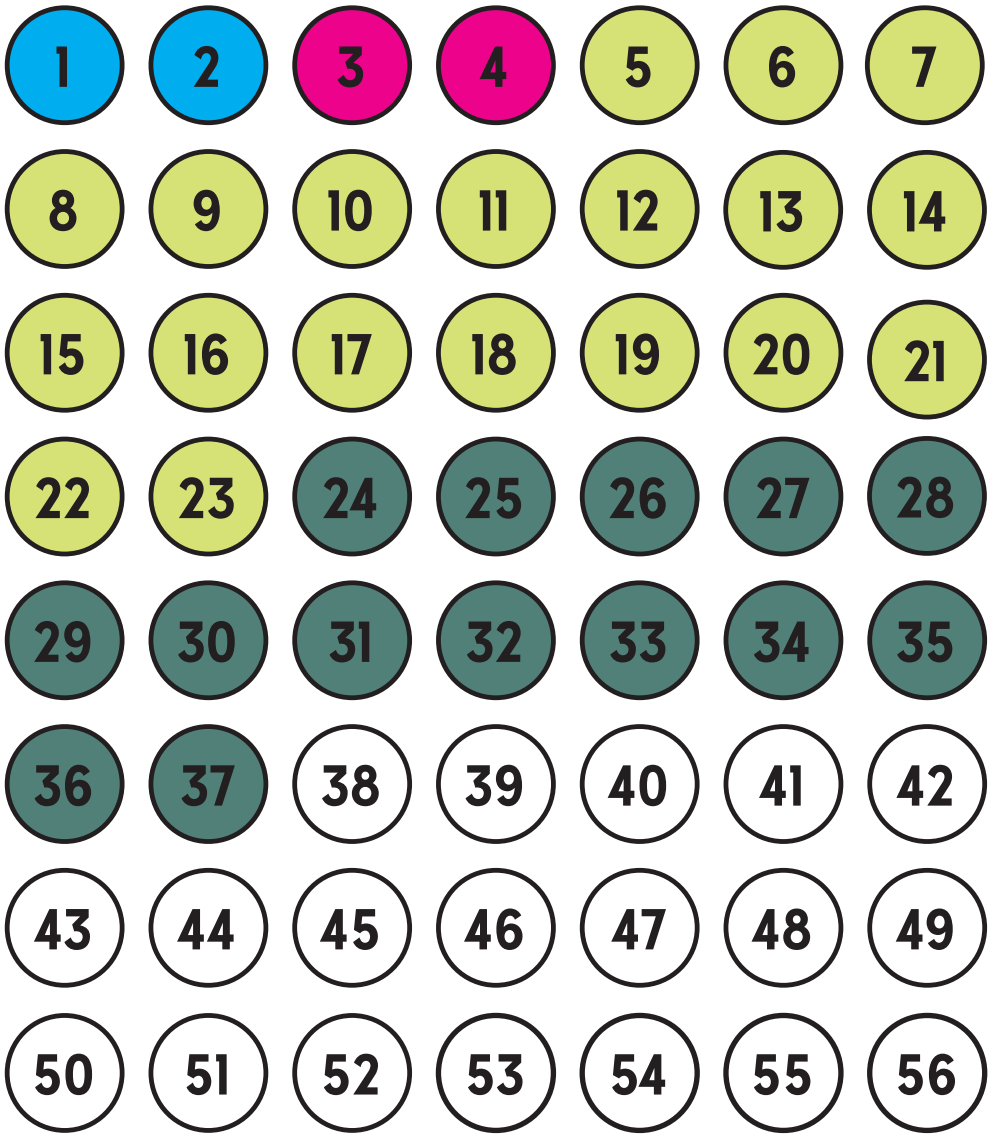


NOT SUPPORTIVE

REVISED GATEWAY CONCEPTS

LETTERS TO THE BOARD

SUPPORTIVE

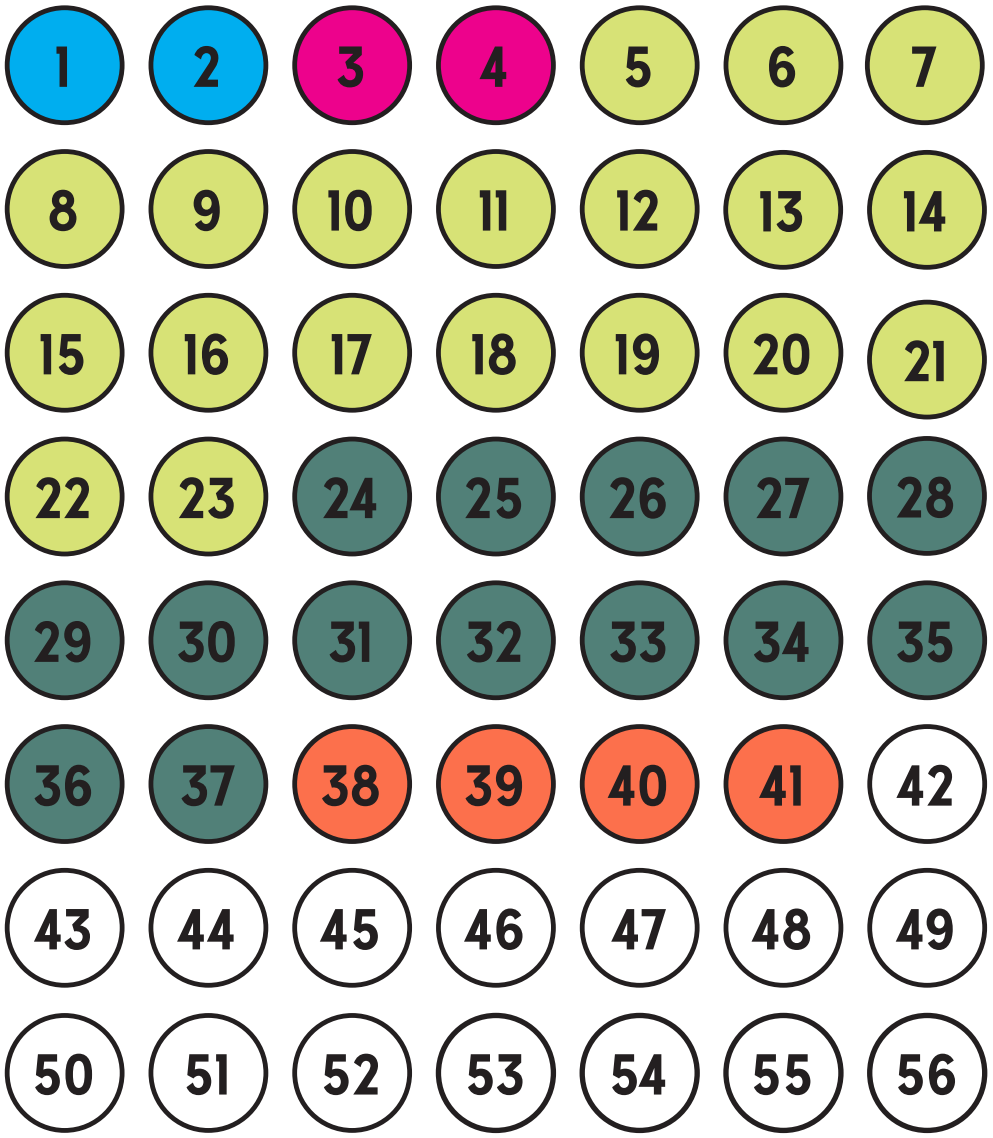


NOT SUPPORTIVE

REVISED GATEWAY CONCEPTS

LETTERS TO THE BOARD

SUPPORTIVE

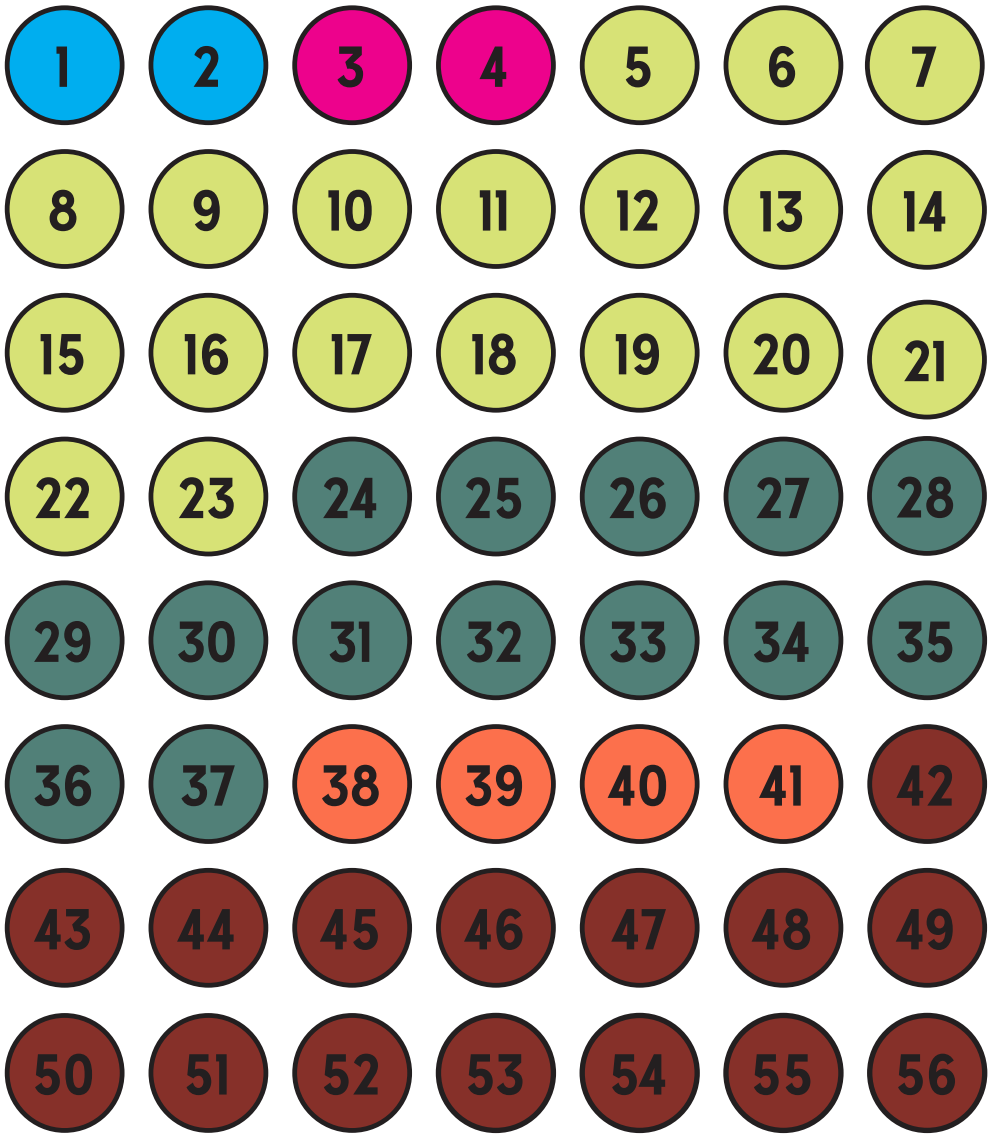


NOT SUPPORTIVE

REVISED GATEWAY CONCEPTS

LETTERS TO THE BOARD

SUPPORTIVE



NOT SUPPORTIVE

REVISED GATEWAY CONCEPTS

GAZETTE EDITORIALS

SUPPORTIVE

1 2 3 4 5

6 7

NOT SUPPORTIVE

1 2 3 4

NEXT STEPS

- REVISE GATEWAY ELEMENTS + MURAL CONCEPTS BASED ON COMMUNITY FEEDBACK (APRIL 2023)
- RECOMMEND A PREFERRED VERSION TO CREATIVE PLACEMAKING STRATEGY ADVISORY COMMITTEE FOR THEIR APPROVAL (MAY 2023)
- BRING CPSAC RECOMMENDATION TO BOARD FOR APPROVAL (JUNE 2023)
- BEGIN CONSTRUCTION AND INSTALLATION (SUMMER 2023)
- COMPLETE CONSTRUCTION AND INSTALLATION (SUMMER 2024)
- PURSUE FUNDING FOR ADDITIONAL GATEWAY ELEMENTS AND MURALS IN OTHER COMMUNITIES THROUGHOUT THE COUNTY (CURRENT AND ONGOING)

NEXT STEPS

- *REVISE GATEWAY ELEMENTS + MURAL CONCEPTS BASED ON COMMUNITY FEEDBACK (APRIL 2023)*
- *RECOMMEND A PREFERRED VERSION TO CREATIVE PLACEMAKING STRATEGY ADVISORY COMMITTEE FOR THEIR APPROVAL (MAY 2023)*
- BRING CPSAC RECOMMENDATION TO BOARD FOR APPROVAL (JUNE 2023)
- BEGIN CONSTRUCTION AND INSTALLATION (SUMMER 2023)
- COMPLETE CONSTRUCTION AND INSTALLATION (SUMMER 2024)
- *PURSUE FUNDING FOR ADDITIONAL GATEWAY ELEMENTS AND MURALS IN OTHER COMMUNITIES THROUGHOUT THE COUNTY (CURRENT AND ONGOING)*

THANKS!

FEEDBACK

Not a fan of the font. I like the feather and the first mural but site 2 second mural looks better. Add more monarchs. Some more bears.

Love the connection to the traditional Miwuk headbands, plus the unexpected joy of finding those bright feathers in the forest reminds me of the unexpected little gems we have here in Mariposa (like Sticks coffee!)

I think that this one shows more natural beauty to our town and, creates a stronger relationship with the animals. But I think the feathers are better for pictures.

I like where this is going but want to know what the giant feather is made of.

I feel like the acorn granaries are cool looking, but at the southern entrance will just look like telephone poles, especially seeing as they are installed right next to a large telephone pole.

The clapper sticks visually sticking up from the ground arent as stunning as the other two. The murals are all great in all the concepts.

I like ‘Uuchum and the idea of it, but I like the basket design of the second concept.

I love the murals on this one, but I’m not a fan of the large single feather. I do like the concept of the panels knowing that as you drive past the feather image changes.

Add small clarification/translation “Home” at bottom right. Possibly phonetic spelling so all can pronouce it. Love the bear.

I think instead of one giant feather, there could be 3 or 4 big feathers kinda fanned out.

STATE OF CALIFORNIA
COUNTY OF MARIPOSA
BOARD OF SUPERVISORS

Resolution No. 23-___ A RESOLUTION APPROVING THE MARIPOSA GATEWAY ELEMENTS DESIGN AND EXPRESSING INTENT TO SIGN A MAINTENANCE AGREEMENT WITH CALTRANS.

WHEREAS, the Board empaneled the Creative Placemaking Strategy Advisory Committee (CPSAC) to devise, lead, and advance the implementation of the Creative Placemaking Strategy and its associated projects; and

WHEREAS, the CPSAC facilitated the development of the Mariposa County Creative Placemaking Strategy (CPS; adopted by the Board of Supervisors in 2021), which, using innovative, art-driven community engagement techniques, articulates a vision for creative placemaking projects throughout the County and recommends actions to realize that vision; and

WHEREAS, the Mariposa Creek Parkway Master Plan, which is currently being implemented, recommended community art projects that focus on the Mariposa Creek Parkway's main themes such as the restoration of native flora and fauna; and

WHEREAS, Cal Trans awarded $1,000,000 to the Mariposa County Planning Department through the Clean California Grant program to plan, coordinate, and install gateway features, including gateway elements, in the Town of Mariposa that align with the recommendations of both the CPS and the Mariposa Creek Parkway Master Plan; and

WHEREAS, the design of the gateway elements associated with the Clean California grant has resulted in features whose design has been formally supported by the CPSAC; and

WHEREAS, Mariposa County is committed to regular maintenance of the gateway elements throughout its projected lifespan, including timely graffiti removal, restoration, and removal of the art as required and intends to sign a maintenance agreement with Caltrans when one is provided; and

WHEREAS, the installation of the gateway elements will begin in November of 2023 and will be completed by April 2024; and

WHEREAS, the Mariposa County Board of Supervisors is authorized to issue formal approval of gateway element projects pursuant to the Caltrans Clean California program.

NOW THEREFORE BE IT RESOLVED, that the Board of Supervisors does hereby approve the design for the Mariposa Gateway Elements and expresses its intent to sign a maintenance agreement with Caltrans when one is made available, subject to approval by County Counsel as to legal form.

ON MOTION BY Supervisor _____, seconded by Supervisor _____, this resolution is duly passed and adopted this 20th day of June 2023 by the following vote:

AYES:
NOES:
EXCUSED:
ABSTAIN:

_____
Miles Menetrey, Chairman
Board of Supervisors

ATTEST:

_____
Danielle Bondshu, Clerk of the Board

APPROVED AS TO FORM:

_____
Steven W. Dahlem, County Counsel

RESOLUTION NO. 2023-02

A RESOLUTION OF THE CREATIVE PLACEMAKING STRATEGY ADVISORY COMMITTEE PROCLAIMING SUPPORT FOR THE PROPOSED ARTWORK FOR THE MARIPOSA GATEWAY ELEMENTS PROJECT.

WHEREAS, the Board of Supervisors passed Resolution 2021-48 adopting the Mariposa County Creative Placemaking Strategy (CPS) and authorizing county departments and agencies to pursue implementing its recommendations; and

WHEREAS, following this action, Mariposa County successfully pursued funding from Caltrans' Clean California grant program to create gateway elements and corresponding features in the Town of Mariposa that align with the vision of the CPS; and

WHEREAS, these features were conceived as catalysts for a countywide program of gateway elements and murals, in accordance with priority Projects 1 and 4 and Policy 2 in the CPS; and

WHEREAS the project would also serve as a direct implementation of Program 2 of the CPS; and

WHEREAS the County has conducted significant community engagement work, both during the development of the CPS, and at the outset of the Gateway Elements project, to solicit input on and ultimately shape the final design of the gateway features; and

WHEREAS the final design presented to the Creative Placemaking Strategy Advisory Committee effectively represents the vision and recommendations of the CPS, and reflects the overall outcomes of the project's engagement program.

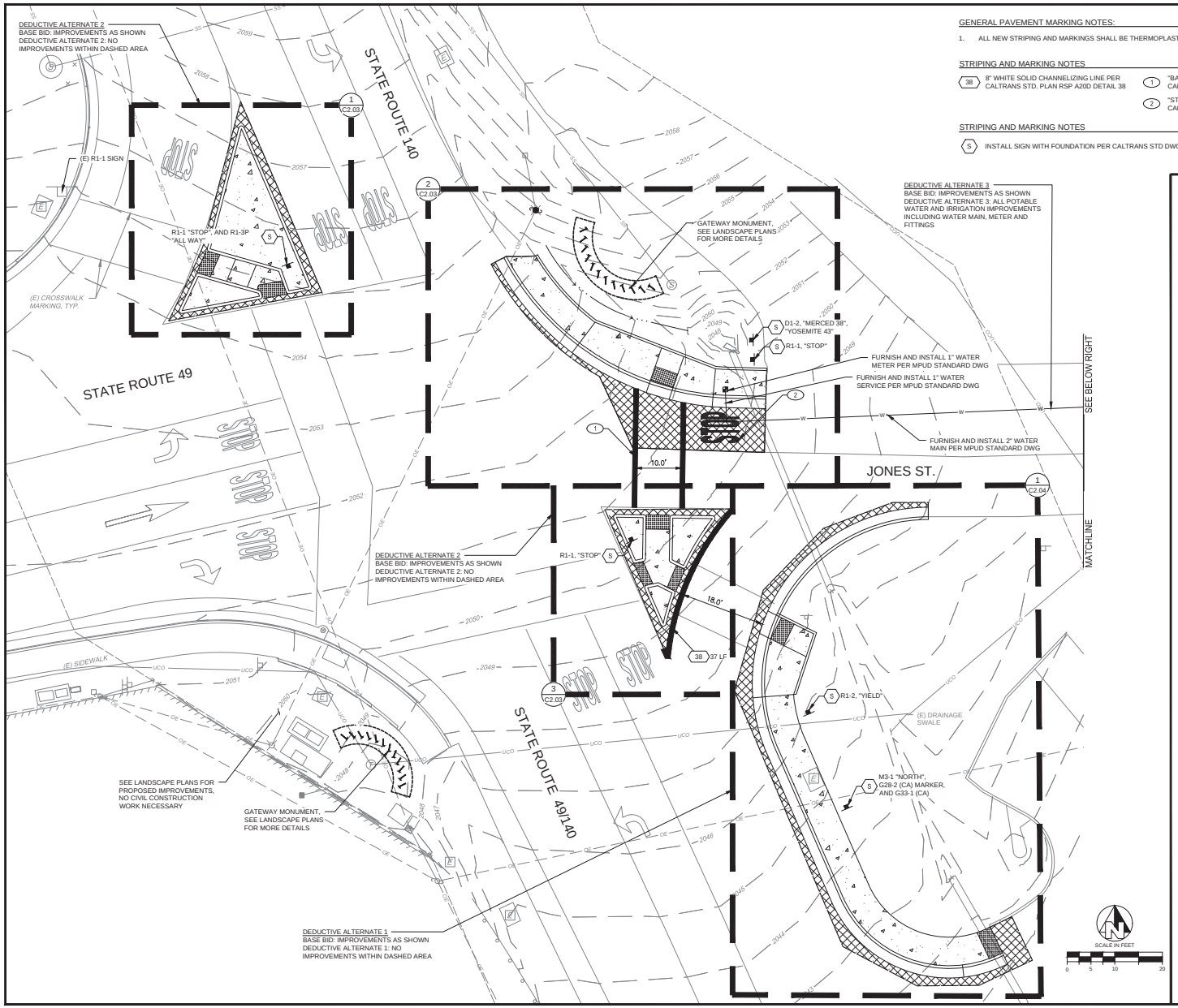
NOW, THEREFORE, THE CREATIVE PLACEMAKING STRATEGY ADVISORY COMMITTEE DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

Section 2. Statement of Support and Recommendation for Adoption. The Creative Placemaking Strategy Advisory Committee hereby states its support for the final design of the Mariposa Gateway Elements and recommends that the Board of Supervisors vote to approve this design.

PASSED AND ADOPTED by the Creative Placemaking Strategy Advisory Committee this 26th day of April 2023, by the following vote:

AYES: Goger, Baxton, Miller, Burns, Wolfsen
NOES: Philips
ABSENT: Brisack, Dreifus, Dubois, Wolfsen, McCrory
ABSTAIN: None



GENERAL PAVEMENT MARKING NOTES:

1. ALL NEW STRIPING AND MARKINGS SHALL BE THERMOPLASTIC.

STRIPING AND MARKING NOTES

(38) 8" WHITE SOLID CHANNELIZING LINE PER CALTRANS STD. PLAN RSP A20D DETAIL 38

(1) "BASIC" CROSSWALK MARKING PER CALTRANS STD. PLAN A24F

(2) "STOP" PAVEMENT MARKING PER CALTRANS STD. PLAN A24D

STRIPING AND MARKING NOTES

(S) INSTALL SIGN WITH FOUNDATION PER CALTRANS STD DWG RS1

WARNING
POWER LINES
OVERHEAD

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GATEWAY ENHANCEMENT ELEMENTS
COUNTY OF MARIPOSA
MARIPOSA, CA
CIVIL
SITE IMPROVEMENT - NORTH

PROVOST & PRITCHARD
A Professional Corporation
430 W FIFI AVENUE
CLOVIS, CA 93612-0915
(559) 449-2700 FAX (559) 449-2715
https://provostandpritchard.com/

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LICENSE NO: C 66,022
DRAFTED BY: P&P
CHECKED BY: ATLAS
DATE: 05/19/2023
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PROJECT NO: 412122001
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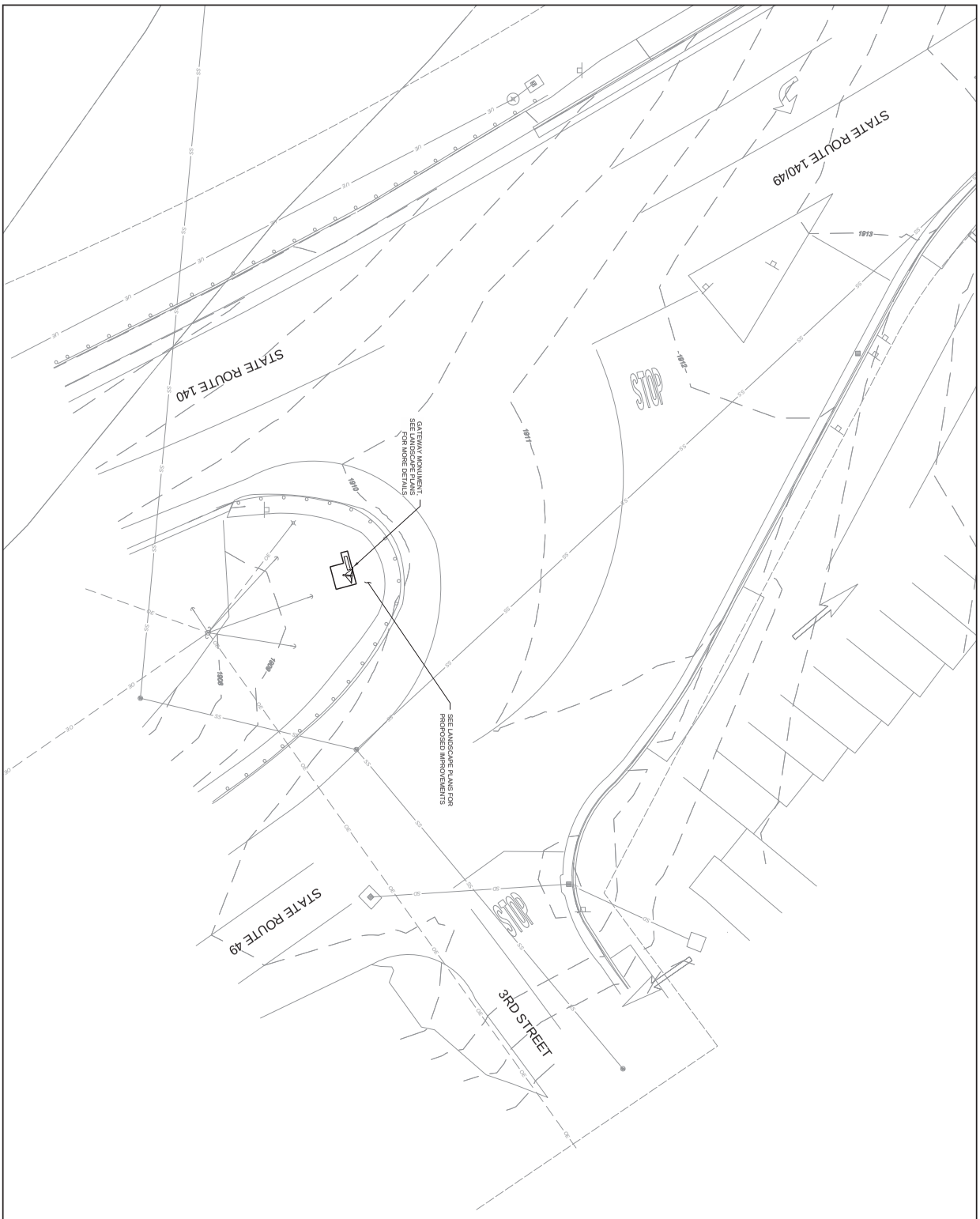
SHEET C2.01
3 OF 34

9/19/2023 2:17 PM G:\CAD\Civil\Lab-412\412122001-Gateway Enhancement Elements\300-CAD\Civil Sheet Set\02_Plans_Maps\C2.01 SITE IMPROVEMENT - NORTH.dwg Annemarie Fox



4 OF 34	SHEET C2.02	ORIGINAL DRAWING IS 22" X 34" REDUCED OR ENLARGED PLANS NOT TO SCALE	PHASE	PROJECT NO: 41212001	DESIGN ENGINEER: MICHAEL OSBORN LICENSE NO: C 86,022	PROVOST & PRITCHARD An Employee Owned Company 455 W FIR AVENUE CLOVIS, CALIFORNIA 93611-0596 559/449-2700 FAX 559/449-2715 https://provostandpritchard.com/

GATEWAY ENHANCEMENT ELEMENTS

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SITE IMPROVEMENT - SOUTH

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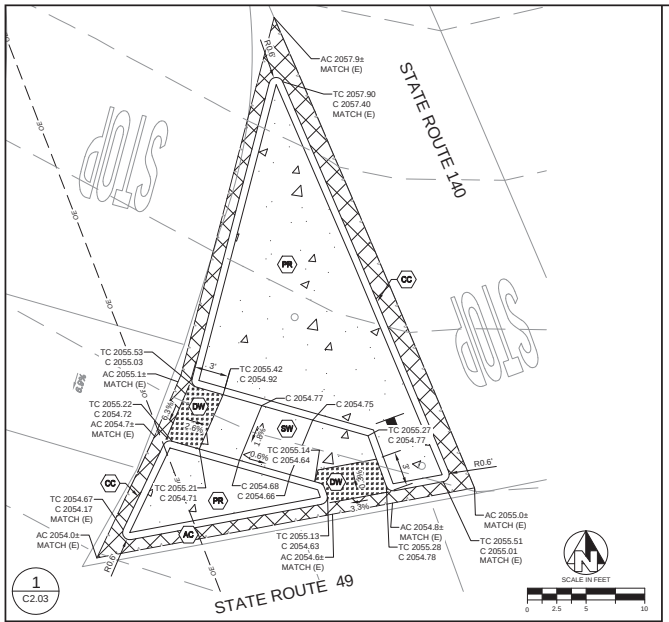

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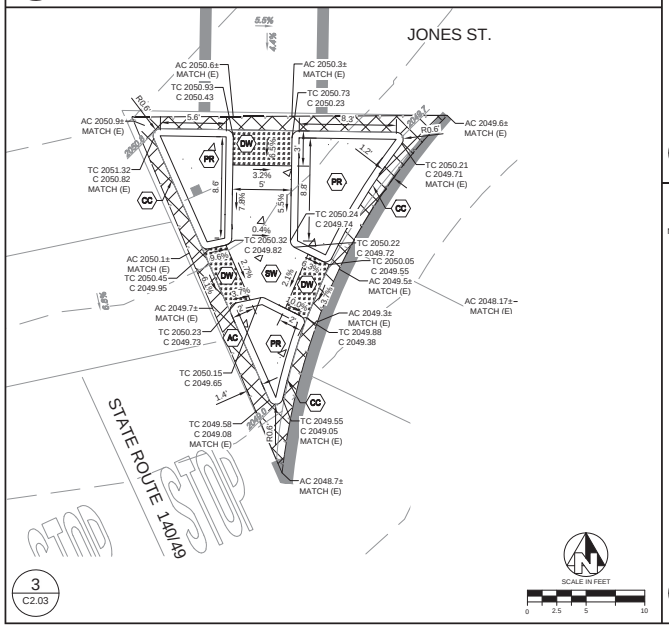
C2.03



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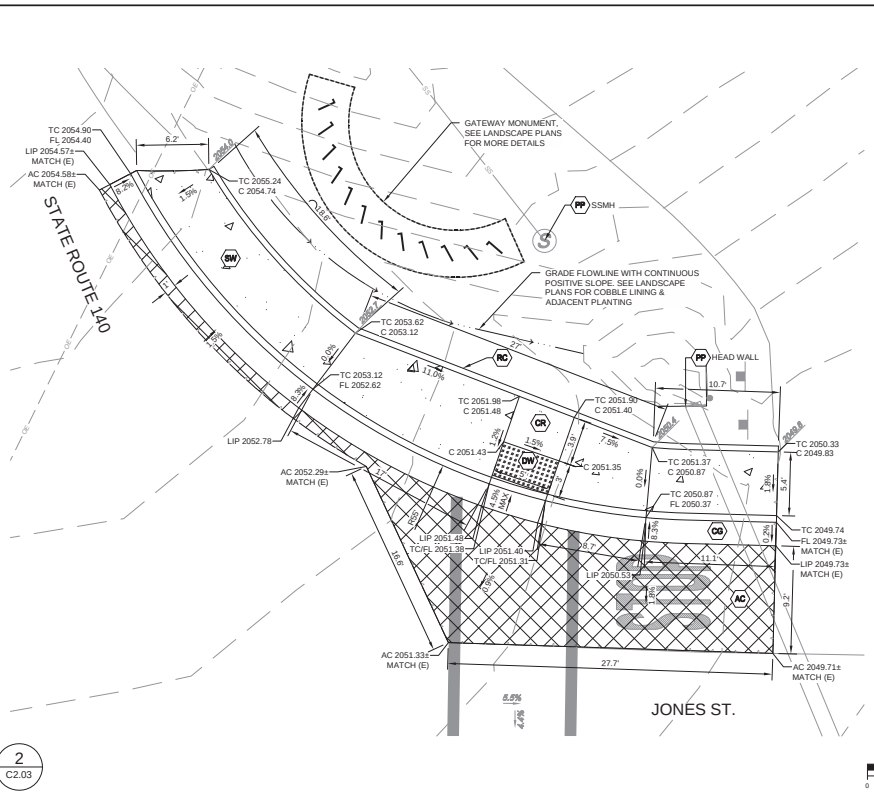

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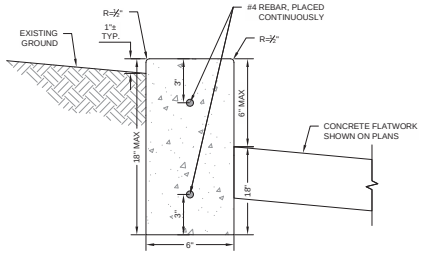
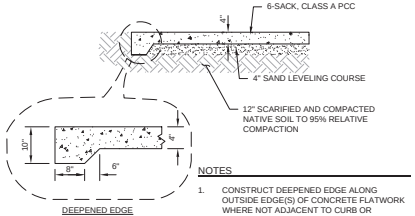
C2.03

NOTE: RETAINING CURB MAY BE POURED MONOLITHICALLY WITH ADJACENT RAMP, LANDING, OR SIDEWALK.



4
C2.03
NOT TO SCALE

VARIABLE HEIGHT CONCRETE RETAINING CURB



NOTES

1. CONSTRUCT DEEPENED EDGE ALONG OUTSIDE EDGE(S) OF CONCRETE FLATWORK WHERE NOT ADJACENT TO CURB OR VERTICAL STRUCTURE.
2. CONCRETE TO BE STAMPED WOOD PLANK PATTERN WITH SEALANT. COLOR BROWN NO. 30227.

5
C2.03
NTS

CONCRETE FLATWORK

CONSTRUCTION LEGEND

AC	PLACE 7" DEEP ASPHALT PLUG IN COMPACTED LIFTS PER DIMENSIONS SHOWN ON PLANS
AG	ADJUST UTILITY LID TO GRADE
CC	CONSTRUCT NEW TYPE A1-6 CONCRETE CURB PER CALTRANS STD DWG A87A
CG	CONSTRUCT NEW CONCRETE A2-6 CURB AND GUTTER PER CALTRANS STD DWG A87A
CR	CONSTRUCT NEW CONCRETE CURB RAMP PER CALTRANS STD DWG A88A
DW	DETECTABLE WARNING SURFACE, SEE NOTES ON SHEET C2.04
PP	PROTECT IN PLACE
PR	CONSTRUCT NEW STAMPED CONCRETE PEDESTRIAN REFUGE ISLAND PER DETAIL 5, SHEET C2.03.
RC	CONSTRUCT VARIABLE HEIGHT RETAINING CURB PER DETAIL 4, SHEET C2.03
SW	CONSTRUCT NEW CONCRETE SIDEWALK PER MARIPOSA COUNTY STD DWG R-18.

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MARIPOSA, CA
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SITE DETAILS NORTH

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A PROFESSIONAL CORPORATION
An Employee Owned Company
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CLOVIS, CA 93611-0216
(559) 449-2700 FAX: 559.449.2715
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SHEET C2.03
5 OF 34

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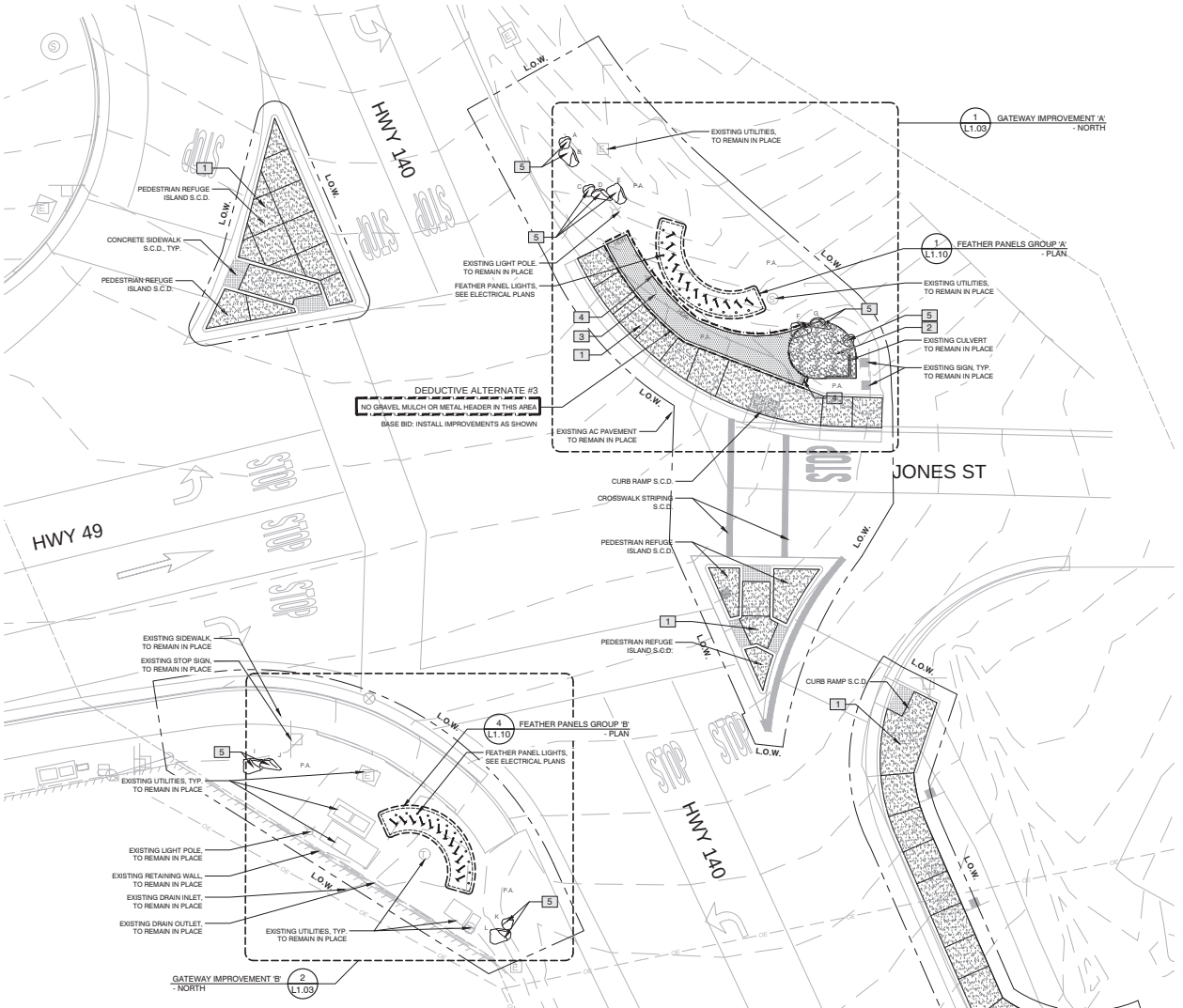
MATERIAL LEGEND

SYMBOL		DESCRIPTION	DETAIL
	1	CONCRETE PAVING, S.C.D., CONTROL JOINTS AS SHOWN	
	2	LANDSCAPE RIP RAP	4/L1.11
	3	AGGREGATE MULCH WITH PLANTING, SEE PLANTING PLAN	5/L1.11
HDR	4	METAL HEADER	5/L1.11
	5	BOULDER, SEE BOULER SCHEDULE	6/L1.11



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COUNTY OF MARIPOSA
MARIPOSA, CA
LANDSCAPE

MATERIALS AND LAYOUT PLAN - NORTH

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SHEET L1.01
02 OF 34

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MATERIAL LEGEND

SYMBOL		DESCRIPTION	DETAIL
	1	CONCRETE PAVING, S.C.D., CONTROL JOINTS AS SHOWN	
	2	LANDSCAPE RIP RAP	4/L1.11
	3	AGGREGATE MULCH WITH PLANTING, SEE PLANTING PLAN	5/L1.11
HDR	4	METAL HEADER	5/L1.11
	5	BOULDER, SEE BOULER SCHEDULE	6/L1.11

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STATE OF CALIFORNIA

GATEWAY ENHANCEMENT ELEMENTS
COUNTY OF MARIPOSA
MARIPOSA, CA
LANDSCAPE

MATERIALS AND LAYOUT PLAN- SOUTH

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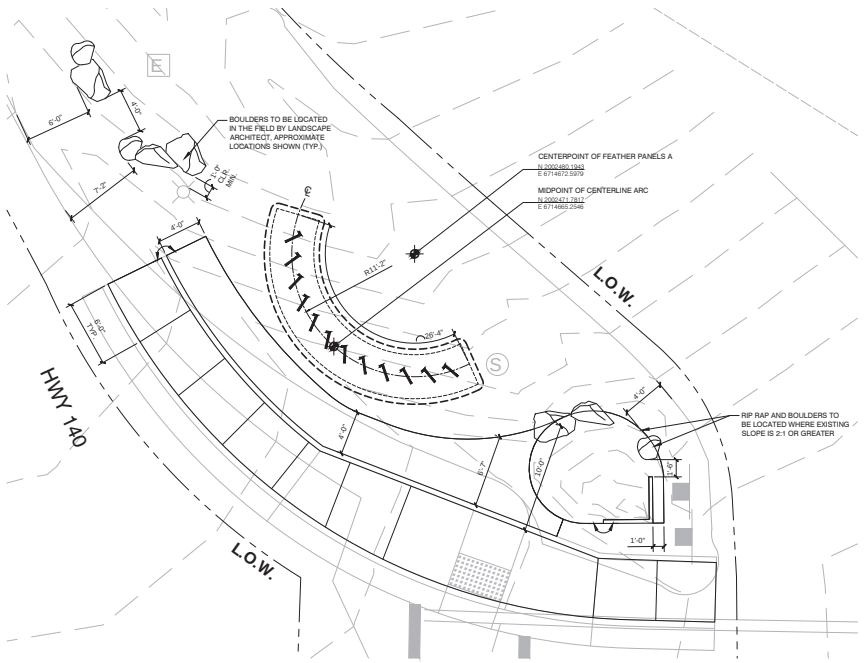
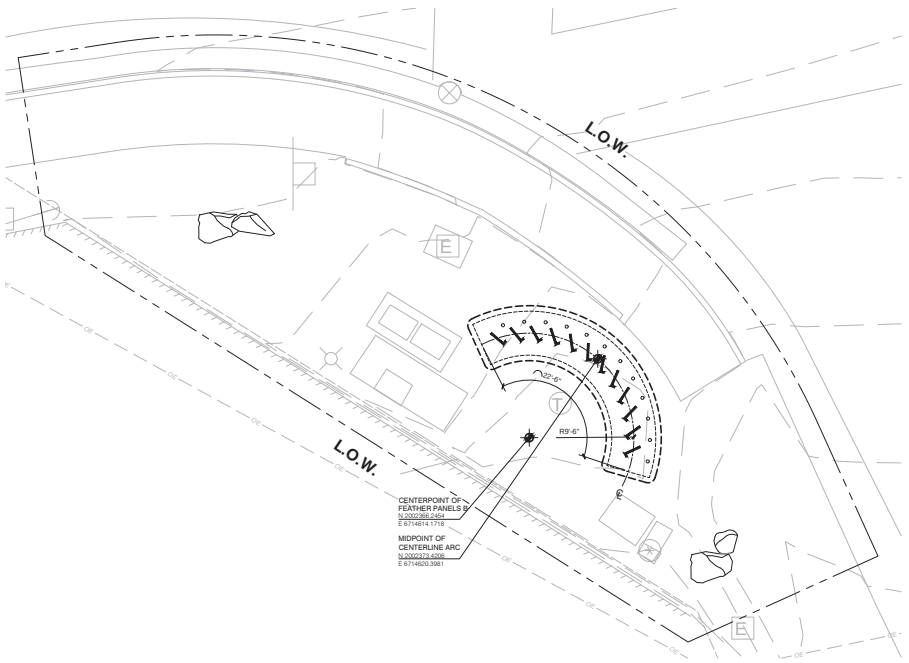


1 GATEWAY IMPROVEMENT 'A' - NORTH

3/16" = 1'-0"

P-CO-MGI-01



2 GATEWAY IMPROVEMENT 'B' - NORTH

3/16" = 1'-0"

P-CO-MGI-02

0 5 10 15 feet

3/16" = 1'-0"

NORTH

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GATEWAY ENHANCEMENT ELEMENTS

COUNTY OF MARIPOSA
MARIPOSA, CA

LANDSCAPE

PLAN ENLARGEMENTS - LAYOUT

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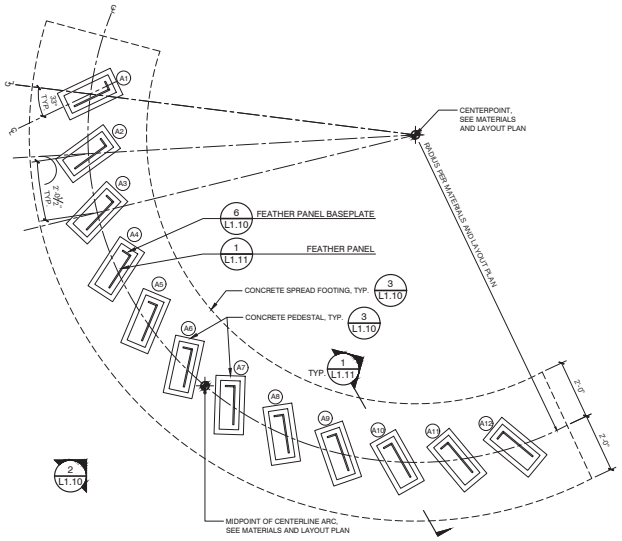
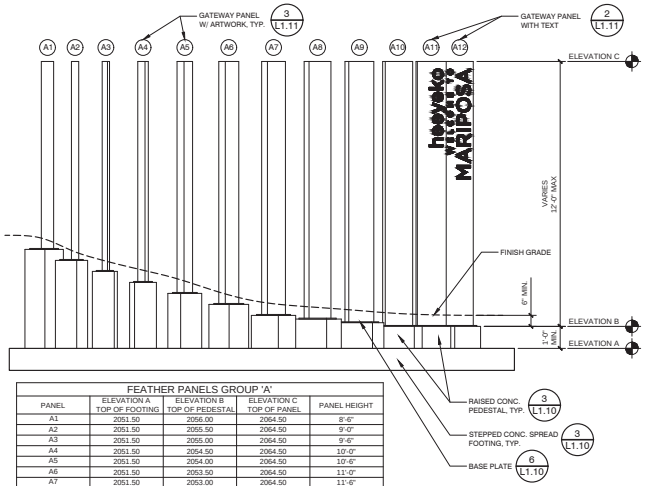


1 FEATHER PANELS GROUP 'A' - PLAN

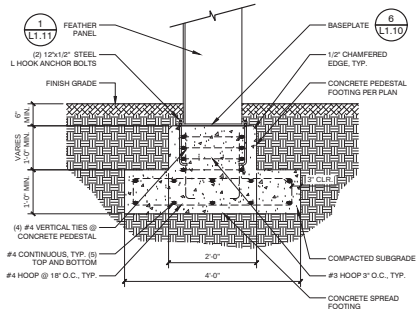
1/2" = 1'-0" P-CO-MGI-11



FEATHER PANELS GROUP 'A'				
PANEL	ELEVATION A TOP OF FOOTING	ELEVATION B TOP OF PEDESTAL	ELEVATION C TOP OF PANEL	PANEL HEIGHT
A1	2051.50	2056.00	2064.50	8'-6"
A2	2051.50	2055.50	2064.50	9'-0"
A3	2051.50	2055.00	2064.50	9'-6"
A4	2051.50	2054.50	2064.50	10'-0"
A5	2051.50	2054.00	2064.50	10'-6"
A6	2051.50	2053.50	2064.50	11'-0"
A7	2051.50	2053.00	2064.50	11'-6"
A8	2051.50	2052.83	2064.50	11'-8"
A9	2051.50	2052.66	2064.50	11'-10"
A10	2051.50	2052.50	2064.50	12'-0"
A11	2051.50	2052.50	2064.50	12'-0"
A12	2051.50	2052.50	2064.50	12'-0"

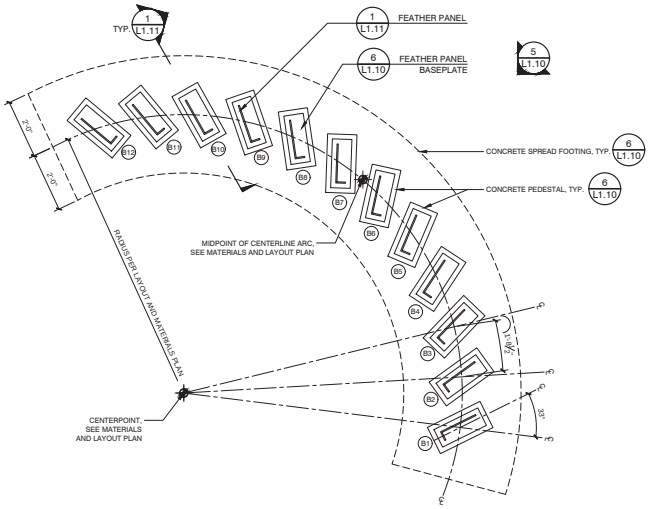
2 FEATHER PANELS GROUP 'A' - ELEVATION

3/8" = 1'-0" P-CO-MGI-13



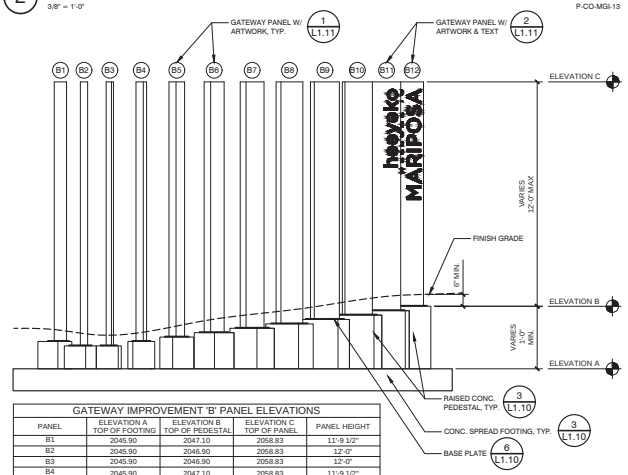
3 FEATHER PANEL FOOTING

3/4" = 1'-0" P-CO-MGI-17



4 FEATHER PANELS GROUP 'B' - PLAN

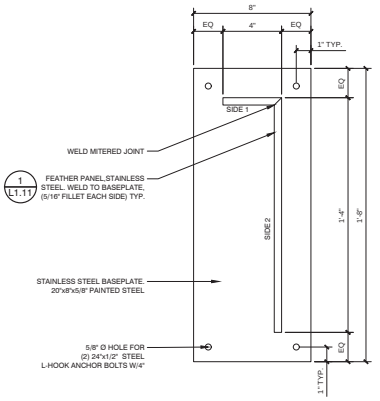
1/2" = 1'-0" P-CO-MGI-10



GATEWAY IMPROVEMENT 'B' PANEL ELEVATIONS				
PANEL	ELEVATION A TOP OF FOOTING	ELEVATION B TOP OF PEDESTAL	ELEVATION C TOP OF PANEL	PANEL HEIGHT
B1	2045.90	2047.10	2058.83	11'-9 1/2"
B2	2045.90	2046.90	2058.83	12'-0"
B3	2045.90	2046.90	2058.83	12'-0"
B4	2045.90	2047.10	2058.83	11'-9 1/2"
B5	2045.90	2047.30	2058.83	11'-7"
B6	2045.90	2047.50	2058.83	11'-5"
B7	2045.90	2047.70	2058.83	11'-2 1/2"
B8	2045.90	2047.90	2058.83	11'-0"
B9	2045.90	2048.10	2058.83	10'-9 1/2"
B10	2045.90	2048.30	2058.83	10'-7"
B11	2045.90	2048.50	2058.83	10'-5"
B12	2045.90	2048.70	2058.83	10'-2 1/2"

5 FEATHER PANEL GROUP 'B' - ELEVATION

3/8" = 1'-0" P-CO-MGI-12



NOTES:
- ALL WELDS TO BE CONTINUOUS AND GROUND SMOOTH
- ALL METAL EDGES TO BE GROUND SMOOTH

6 FEATHER PANEL BASEPLATE

3" = 1'-0" P-CO-MGI-16

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GATEWAY ENHANCEMENT ELEMENTS
COUNTY OF MARIPOSA
MARIPOSA, CA
LANDSCAPE

SITE DETAILS

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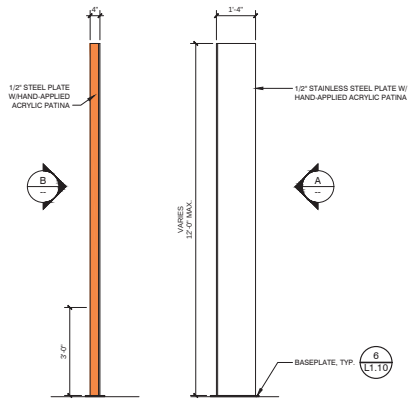
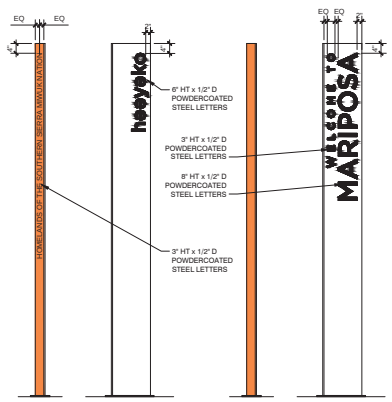


NOTES:
- SIDE 1 COLOR TO BE ORANGE, RAL 2004
- SIDE 2 PROFILE PER 3/L1.11
- SIDE 2 FINISH PER 1/L1.12
- ALL HARDWARE TO BE STAINLESS STEEL.

1 FEATHER PANEL

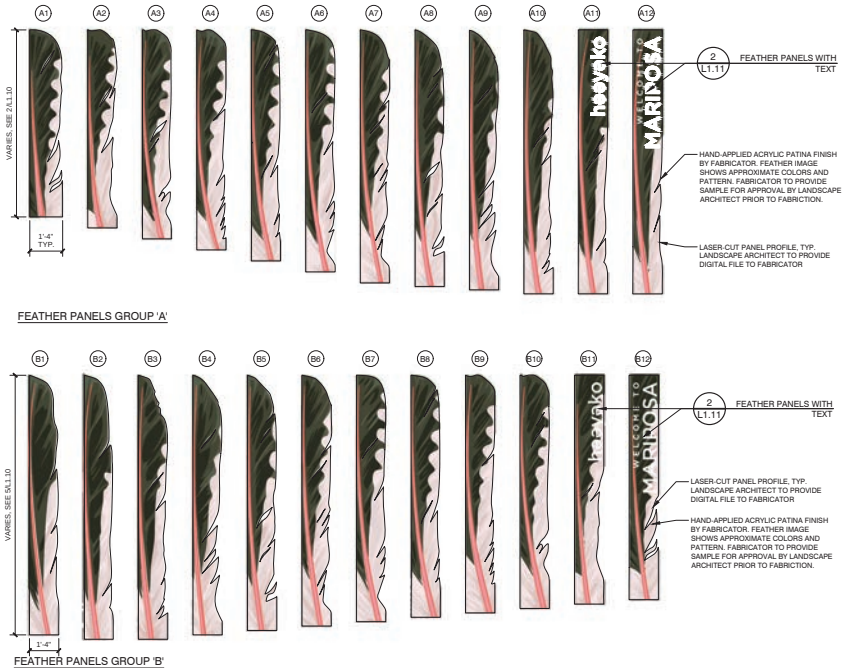
1/2" = 1'-0" P-CO-MGI-14



NOTES:
- SIDE 2 PROFILE PER 3/L1.11
- STEEL LETTERS TO BE LASER CUT SEPARATELY AND FASTENED TO PANEL WITH STAINLESS STEEL FASTENERS
- FONT FOR ALL LETTERING TO BE GOTHAM BOLD

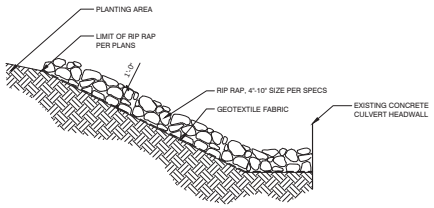
2 FEATHER PANELS WITH TEXT

1/2" = 1'-0" P-CO-MGI-15



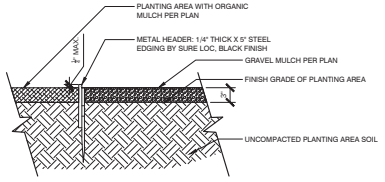
3 FEATHER PANEL PROFILES

3/8" = 1'-0" P-CO-MGI-50



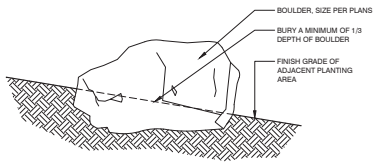
4 RIP RAP

3/8" = 1'-0" P-CO-MGI-44



5 GRAVEL WITH METAL HEADER

1" = 1'-0" P-CO-MGI-49



6 BOULDER

3/4" = 1'-0" P-CO-MGI-51

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REGISTERED LANDSCAPE ARCHITECT KEVIN GRAY STATE OF CALIFORNIA

GATEWAY ENHANCEMENT ELEMENTS
COUNTY OF MARIPOSA
MARIPOSA, CA
LANDSCAPE

SITE DETAILS

ATLAS LAB
atlaslab.com
1910 R Street, Suite 100
Sacramento, CA 95811
916.260.9366
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07 OF 34

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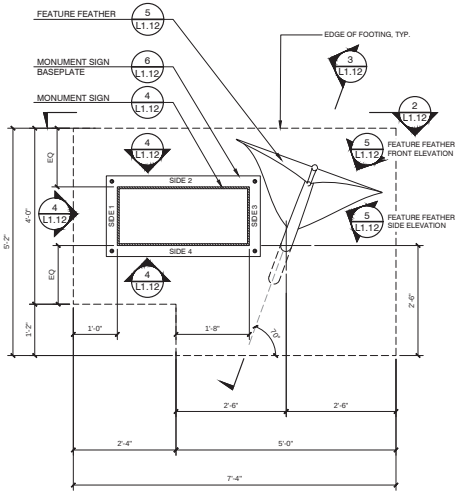
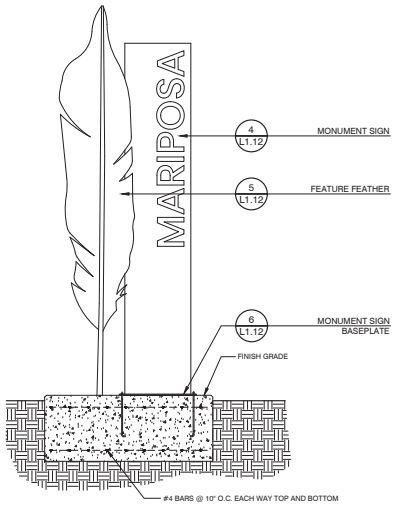


1 SOUTH GATEWAY PLAN
3/4" = 1'-0" P-CO-MGI-04



2 SOUTH GATEWAY SECTION 1
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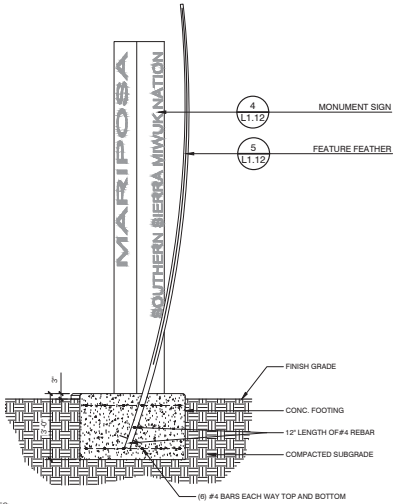

NOTES:
- ALL WELDS TO BE CONTINUOUS AND GROUND SMOOTH
- ALL METAL EDGES TO BE GROUND SMOOTH

3 SOUTH GATEWAY SECTION 2
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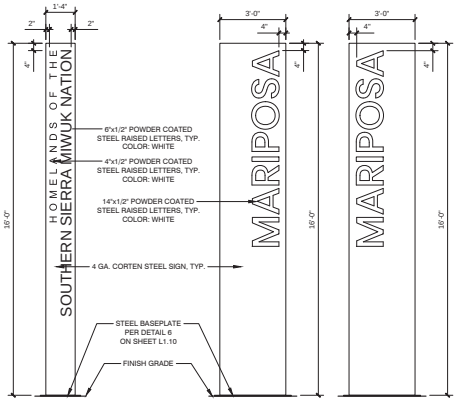
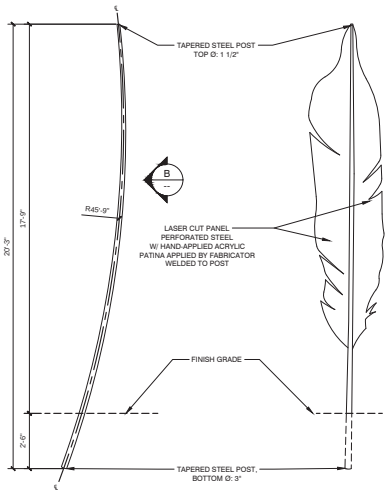


NOTES:
- ALL WELDS TO BE CONTINUOUS AND GROUND SMOOTH
- ALL METAL EDGES TO BE GROUND SMOOTH

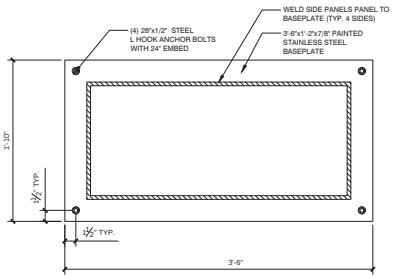
4 MONUMENT SIGN
3/8" = 1'-0" P-CO-MGI-08



SCULPTURE GRAPHIC

NOTES:
- ALL WELDS TO BE CONTINUOUS AND GROUND SMOOTH
- ALL METAL EDGES TO BE GROUND SMOOTH
- TAPERED STEEL POST TO BE PAINTED WITH TWO COATS OF PRIMER AND TWO COATS OF FINISH PAINT. COLOR: ORANGE RAL 2004

5 FEATURE FEATHER
3/8" = 1'-0" P-CO-MGI-09



NOTES:
- ALL WELDS TO BE CONTINUOUS AND GROUND SMOOTH
- ALL METAL EDGES TO BE GROUND SMOOTH

6 MONUMENT SIGN BASEPLATE
1 1/2" = 1'-0" P-CO-MGI-19

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MARIPOSA, CA
LANDSCAPE
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atlaslab.com
1910 R Street, Suite 100 Sacramento, CA 95811 916.260.9366
Landscape Architecture Community Development Public Art

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07 OF 34

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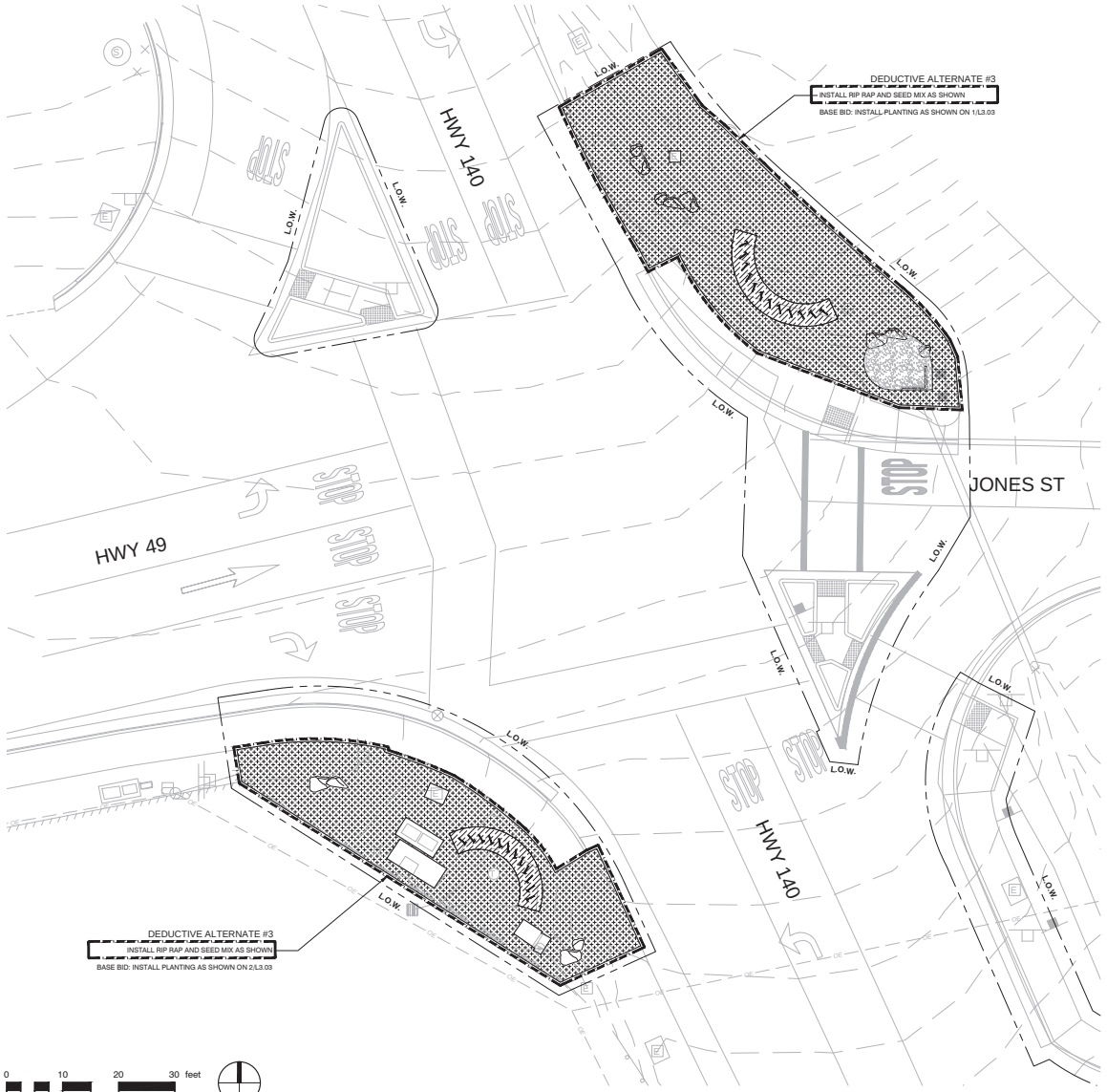

DEDUCTIVE ALTERNATE #3

PLANT SCHEDULE

MEADOW SEED MIX
Green to Gold seed mix from Pacific Coast Seed, or equal, at 55 lb/acre. Mix to include:
Bromus hordaeceus, Blando Brome
Festuca myuros, Zorro fescue
Trifolium hirtum Hykon, Rose Clover

Overseed with California Native Wildflower Mix from Pacific Coast Seed, or equal, at 8 lb/acre. Mix to include:
Achillea millefolium, White Yarrow
Clarkia elegans, Elegant Clarkia
Collinsia heterophyla, Chinese Houses
Eschscholzia californica, California Poppy
Gilia capitata, Globe Gilia
Lasthenia glabrata, Goldfields
Layia platyglossa, Tidy Tips
Linum lewisii, Blue Flax
Lupinus microcarpus `Ed Gedling`,Golden Lupine
Lupinus succulentus, Arroyo Lupine
Nemophila menziesii, Baby Blue Eyes
Phacelia campanularia, California Blue Bells
Triphysaria versicolor, Yellow Owl`s Clover

ORGANIC MULCH ONLY, PER SPECS

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GATEWAY ENHANCEMENT ELEMENTS
COUNTY OF MARIPOSA
MARIPOSA, CA
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PLANTING PLAN - NORTH

ATLAS LAB
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12 OF 34

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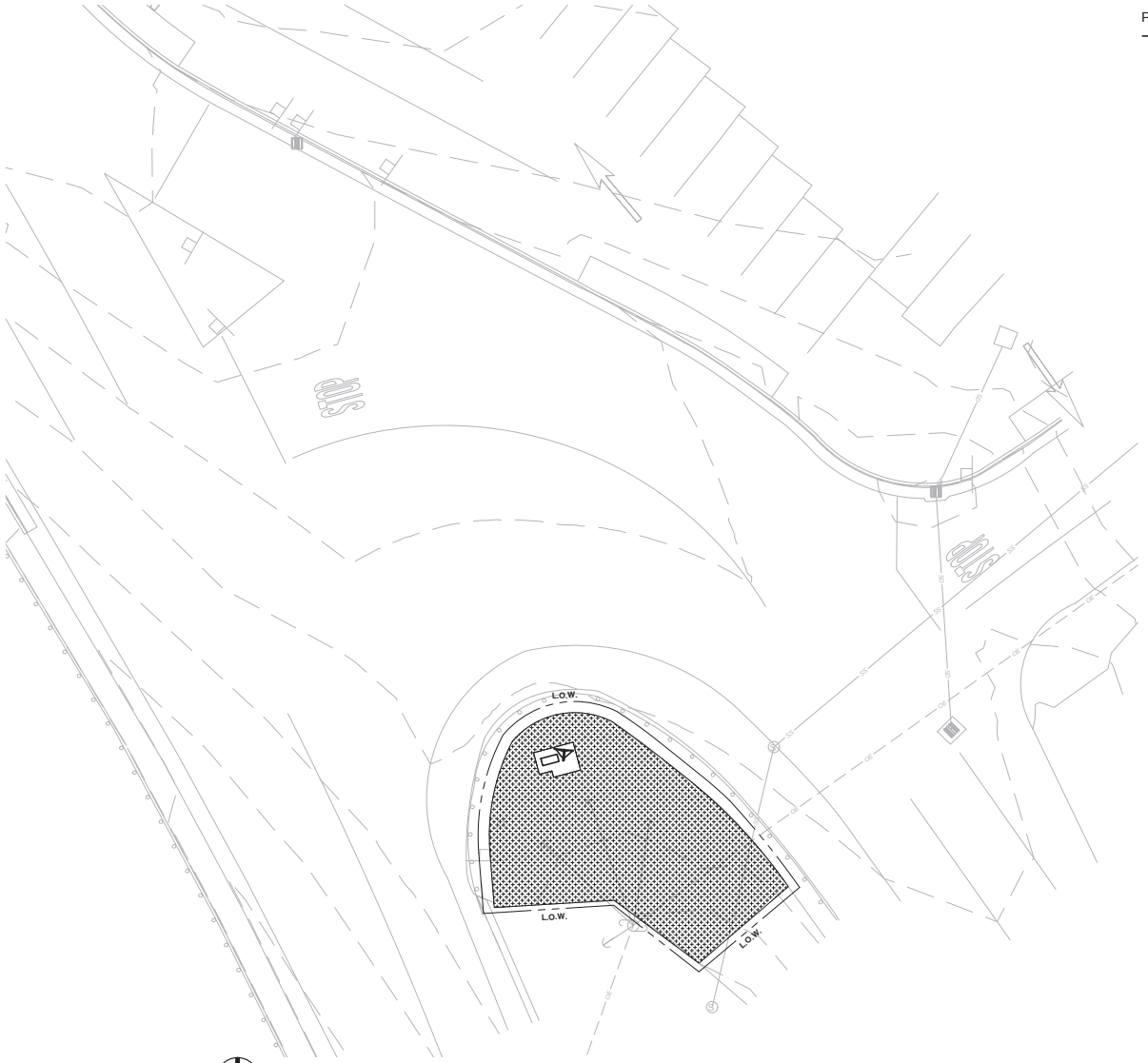

0 10 20 30 feet
1" = 10'

NORTH

PLANTING LEGEND

GROUND COVERS	CODE	BOTANICAL / COMMON NAME
		MEADOW SEED MIX Green to Gold seed mix from Pacific Coast Seed, or equal, at 55 lb/acre. Mix to include: Bromus hordaeceus, Blando Brome Festuca myuros, Zorro fescue Trifolium hirtum Hykon, Rose Clover Overseed with California Native Wildflower Mix from Pacific Coast Seed, or equal, at 8 lb/acre. Mix to include: Achillea millefolium, White Yarrow Clarkia elegans, Elegant Clarkia Collinsia heterophylla, Chinese Houses Eschscholzia californica, California Poppy Gilia capitata, Globe Gilia Lasthenia glabrata, Goldfields Layia platyglossa, Tidy Tips Linum lewisii, Blue Flax Lupinus microcarpus ´Ed Gedling´, Golden Lupine Lupinus succulentus, Arroyo Lupine Nemophila menziesii, Baby Blue Eyes Phacelia campanularia, California Blue Bells Triphysaria versicolor, Yellow Owl´s Clover

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STATE OF CALIFORNIA
RENEWAL 08/31/2024

GATEWAY ENHANCEMENT ELEMENTS
COUNTY OF MARIPOSA
MARIPOSA, CA
LANDSCAPE

PLANTING PLAN- SOUTH

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atlaslab.com
1616 R Street, Suite 100
Sacramento, CA 95811
916.260.9366
Landscape Architecture
Community Development
Public Art

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SHEET L3.02
13 OF 34

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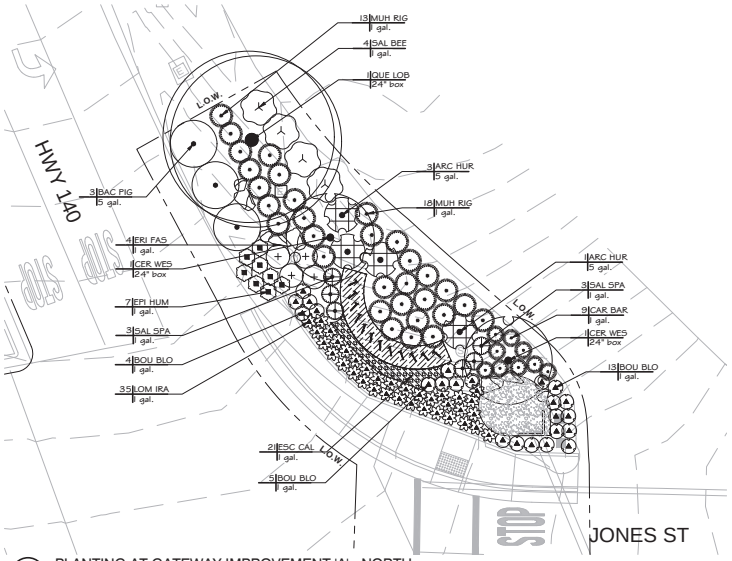
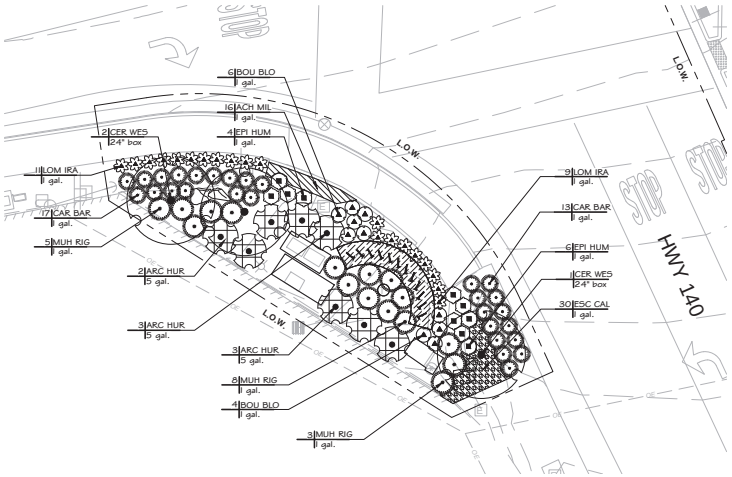


1 PLANTING AT GATEWAY IMPROVEMENT 'A' - NORTH

1" = 10'-0" P-CO-MGI-45



2 PLANTING AT GATEWAY IMPROVEMENT 'B' - NORTH

1" = 10'-0" P-CO-MGI-46

PLANTING LEGEND

TREES	CODE	BOTANICAL / COMMON NAME	CONT	SPACING	WATER USE	QTY
	CER WES	Cercis occidentalis / Western Redbud Multi-trunk	24" box	Per plan	Low	5
	QUE LOB	Quercus lobata / Valley Oak	24" box	Per plan	Low	1

SHRUBS	CODE	BOTANICAL / COMMON NAME	SIZE	SPACING	WATER USE	QTY
	ARC HUR	Arctostaphylos manzanita `Dr. Hurd` / Dr. Hurd Common Manzanita	5 gal.	72" O.C.	Low	12
	BAC PIG	Baccharis pilularis `Pigeon Point` / Pigeon Point Coyote Brush	5 gal.	96" O.C.	Low	3
	BOU BLO	Bouteloua gracilis 'Blonde Ambition' / Blonde Ambition Blue Grama	1 gal.	30" O.C.	Low	33
	CAR BAR	Carex barbarae / Santa Barbara Sedge	1 gal.	36" O.C.	Low	37
	EPI HUM	Epilobium canum / California Fuchsia	1 gal.	36" O.C.	Low	18
	ERI FAS	Eriogonum fasciculatum / California Buckwheat	1 gal.	48" O.C.	Low	4
	LOM IRA	Lomandra longifolia `Breeze` / Breeze™ Mat Rush	1 gal.	30" O.C.	Low	55
	MUH RIG	Muhlenbergia rigens / Deer Grass	1 gal.	48" O.C.	Low	47
	SAL SPA	Salvia spathacea / Hummingbird Sage	1 gal.	36" O.C.	Low	6
	SAL BEE	Salvia x `Bee`s Bliss` / Bee`s Bliss Sage	1 gal.	72" O.C.	Low	4

GROUND COVERS	CODE	BOTANICAL / COMMON NAME	SIZE	SPACING	WATER USE	QTY
		MEADOW SEED MIX Green to Gold seed mix from Pacific Coast Seed, or equal, at 55 lb/acre. Mix to include: Bromus hordaeceus, Blando Brome Festuca myuros, Zorro fescue Trifolium hirtum Hykon, Rose Clover Overseed with California Native Wildflower Mix from Pacific Coast Seed, or equal, at 8 lb/acre. Mix to include: Achillea millefolium, White Yarrow Clarkia elegans, Elegant Clarkia Collinsia heterophylla, Chinese Houses Eschscholzia californica, California Poppy Gilia capitata, Globe Gilia Lasthenia glabrata, Goldfields Layia platyglossa, Tidy Tips Linum lewisii, Blue Flax Lupinus microcarpus `Ed Gedling`, Golden Lupine Lupinus succulentus, Arroyo Lupine Nemophila menziesii, Baby Blue Eyes Phacelia campanularia, California Blue Bells Triphysaria versicolor, Yellow Owl`s Clover				4,109 sf
		ORGANIC MULCH ONLY, PER SPECS				391 sf
	ACH MIL	Achillea millefolium / Common Yarrow	1 gal.	18" O.C.	Low	16
	ESC CAL	Eschscholzia californica / California Poppy	1 gal.	18" O.C.	Very Low	51

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COUNTY OF MARIPOSA
MARIPOSA, CA
LANDSCAPE
PLANTING PLAN

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1522 R Street, Suite 100 Sacramento, CA 95811 916.260.9366
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NORTHERN GATEWAY

ATLAS
LAB

MARIPOSA COUNTY FAIR
LABOR DAY WEEKEND
MARIPOSA COUNTY FAIR
LABOR DAY WEEKEND
YOSEMITE ROCK CLIMBING MUSEUM
hoyoko
WELCOME TO
MARIPOSA

ATLAS LAB

MARIPOSA GATEWAY
ENHANCEMENT ELEMENTS

NORTHERN GATEWAY - SOUTHWEST CORNER

SOUTHERN GATEWAY

ATLAS
LAB

MARIPOSA
SOUTHERN GATEWAY
MARIPOSA
COUNTY FAIR
LABOR DAY
WEEKEND
MARIPOSA
COUNTY FAIR
LABOR DAY
WEEKEND

Mariposa Arts Council

SUMMARY

Clean California Gateway Features & Mural Project

Stakeholder Engagement

Clean California Gateway Features & Mural Project

Overview

COMMUNICATION MATERIAL

PUBLIC OUTREACH

DATA / FEEDBACK

Process

The Arts Council conducted a four-week stakeholder engagement process inviting community members to offer feedback for the Caltrans Clean California Mariposa Gateway and Mural Project. A variety of accessible feedback channels were created for stakeholders, including an online form, in-person public events for the general public, special events for tribal elders, and digital media platforms. This document provides detailed information about this public engagement process and presents the feedback collected. Additional documentation can be accessed by contacting Arts Council staff.

Clean California Gateway Features & Mural Project

Communications Material

Publicity

In October, the Mariposa Gazette published an article that featured components of the project planning process, including a site visit from Ink Dwell Studio and Atlas Lab.

GETTING CREATIVE

Arts council, county working to bring town entryways to new life

Editor's note: This is the sixth in an eight-part series about the Mariposa County Arts Council. The stories will appear monthly through the end of the year.

By GREG LITTLE
Editor

It's a perfect match.

How to welcome the millions of visitors to the town of Mariposa while at the same time, making sure what is done is appropriate for the area — and the visitors.

That's the task before many people, including officials with Mariposa County, members of the Mariposa County Arts Council and Caltrans, the state agency which is providing the $1 million for the project.

"This is a real appropriate way for the arts council to be working," said Cara Goger, executive director of the

See **CREATIVE** on page A9

Submitted photo
Mikey Goralnik (Mariposa County Planning Department, Senior Community Designer and Development Planner) and Jane Kim (Ink Dwell Studio) are shown during a site visit to Mariposa.

Submitted photo
Jane Kim (Ink Dwell Studio) and Clay River (Managing Director of the American Indian Council of Mariposa County/Southern Sierra Miwuk Nation) discuss the project through the lens of native traditional culture.

CREATIVE

From page A1

council.

"We are fortunate to have their collaboration and partnering to bring to bear on these types of projects," said Mikey Goralnik, senior community design and development planner for the Mariposa County Planning Department.

The project at hand is something that has been anticipated for many years.

It basically boils down to having two large-scale mural projects at both ends of Mariposa. Both of those ends are the intersections of Highway 49 and Highway 140.

Goger said the overall concept is the projects will be designed "in dialogue with the gateway features in order to tell a welcoming and cohesive story focused on Mariposa's natural landscapes and cultural history."

That is a big, daunting task given the rich history of this county, from the Southern Sierra Miwuk Nation to the Gold Rush era to the development of tourism to Yosemite National Park, which has turned into the heart and soul of the county — including its financial stability.

A major component within the project is the work of the county's Creative Placemaking Advisory Committee, which has been working for several years in an effort to promote not just the arts, but the overall concept of how the town progresses when it comes to welcoming visitors.

Goger said that group has, for the last five years, been a place where the arts council and county can work in harmony, complimenting the expertise of each group in developing such plans.

It now appears it is paying off with the development of the gateway projects.

The county has hired Atlas Lab as a consulting firm on this project. Atlas Lab is based in Sacramento and has a long history of working on similar projects around the state.

Because the funding is already in place, Goger said this is where the arts council can really dig in and provide expertise that is needed. She also emphasized this project is deep in scope because there are so many requirements which have to be meant through Caltrans.

The arts council, she said, is working on partnering with various groups as well as getting as much public input as possible.

"They are doing a great job at helping to develop the approach of how we can get the input from the most amount of people and get insights from a cross-section of the community," said Goralnik.

Goger said currently, the consulting firm is working on extensive research in order to develop an overall concept for what the gateway features will look like, which she said is crucial. That firm, along with Ink Dwell, which specializes in projects like this, will come back with a "handful of preliminary design concepts," said Goger.

Once that happens, she said the arts council will go full speed ahead on engaging the community. That will include in-person and online opportunities for community members "to provide their thoughts on these initial design concepts."

She said feedback from the public will be a crucial part of the final design.

Goralnik said there are many aspects to this project because it involves Caltrans, which maintains the public rights-of-way throughout the state.

But even from a "regulatory standpoint," said Goralnik, it is crucial to "make sure they are artful and beautiful and the community is happy with them."

He added the final design also has to ensure the welcoming murals and related materials "are safe and aligned with the state's requirements for traffic safety, pedestrian safety and visibility."

"The arts council is thrilled to be supporting the community engagement portion of this project," said Goger. "This is an incredible opportunity to bring large-scale public art to the community, but we want to ensure it's reflective of our community in a way that appropriately represents, celebrates and invites further exploration of our natural landscapes and cultural history."

Goger said "public art can be tricky," but added she is "excited to have a team of designers and artists who have the capacity to handle such an ambitious project who are also committed to listening and responding to the community."

Goger also said initial contacts with people in the art community has indicated the "artists are excited" about the project.

She also believes the work that has been done by the creative placemaking committee is now showing how groups like the arts council can partner with government agencies and work toward the same goal.

"It is really nice to be prepared," said Goger.

She also said working with the Southern Sierra Miwuk Nation has been a positive experience and developing that relationship has led to a close partnership, something that is likely to be reflected in the final product.

However, Goger also said it will be a group decision on how the final design is reached.

"I have no preconceived notion," she said.

Goralnik said the project is slated to be completed in 2024, which in the big scheme of things, isn't that far in the future.

"We'll have to crank away," he said.

Goger said the arts council is ready to proceed once everything is in place.

"I'm excited about it," said Goger.

Goralnik said this project shows just how critical it is for local entities to work together to come up with a plan that will benefit the entire community.

"The main thing is they are really tuned into the community," he said. "They are engaging and seeking input so people know what we are doing and can have input. The arts council is doing a great job."

For Goger, this project is in direct alignment with the Mariposa Creek Parkway project, one that has been expanding in the past few years. She said it aligns with the master plan of the parkway as well as shows the benefits of having local people involved in creative placemaking.

Clean California Gateway Features & Mural Project

Communications Material

Press Release

Submitted by the Mariposa Arts Council, published with press contacts including primary local news sources. (Pages 2 - 3 continued on next page.)

MEDIA RELEASE

Mariposa County Arts Council
(209) 966-3155
phillips@mariposaartscouncil.org
www.mariposaartscouncil.org

January 12, 2023

For Immediate Release

The Mariposa Arts Council and the County Planning Department invite the public to review and share feedback on initial concepts for Mariposa County's Caltrans' Clean California public art project. Located in the town of Mariposa, this project entails two gateway features located at the southern and northern intersections of Highway 140 and Highway 49 and two murals.

The proposed gateway features and murals will explore Mariposa's native ecological systems and the connection between people and place. This project is in alignment with the Mariposa County's Creative Placemaking Strategy and directly supports priority recommendations in the plan.

To execute this project, the County has engaged Atlas Lab Inc., a landscape architecture, urban design and public art practice firm who have previously worked with both the County and the Arts Council to develop the County's Creative Placemaking Strategy. Atlas Lab will be designing the gateway features and managing the project's team and timeline. Ink Dwell Studio, an renowned studio located in Half Moon Bay known for its murals that explore the beauty and complexity of nature, has been hired to develop and install the murals. Engineering firm Provost and Pritchard is overseeing the project's technical aspects, including issues associated with highway safety and permitting, and the Arts Council is facilitating stakeholder engagement.

Because these projects will exist in the public realm, public investment in the project is critical and the artists and designers are seeking robust feedback from the community to inform their final designs. To facilitate public stakeholder engagement, between January 18 and February 17, 2023, the Arts Council has developed a variety of in-person and online opportunities for people to submit feedback. These opportunities are as follows:

Visit the Arts Council or Mariposa Public Library, between January 18 and February 17, 2023, at your convenience:

- Stop by the Arts Council where preliminary draft concepts and explanatory text will be on physical display. The public is encouraged to visit the Arts Council to talk with staff about the project and provide in-person feedback. The Arts Council is open Monday-Friday from 10am-4pm and is located at 5009 Highway 140, above Chocolate Soup.

- Stop by the Mariposa Public Library - where preliminary draft concepts and explanatory text will be on physical display. Library staff will be available to talk about the project on Thursday afternoons. The Library is open Tuesday-Thursday from 9am-7pm and Friday-Monday from 9am-4pm and is located at 4978 10th St.

Stop by one of our pop-up events happening in downtown Mariposa (near the sites for the gateway features and murals) and talk with Arts Council staff about the project and offer in-person feedback.

Sticks Coffee (4993 7th Street) - Saturday, February 4, 9:00-11:30 AM
Pioneer Market (5034 Coakley Circle) - Saturday, February 4, 1-4 PM
The Grove House (4993 5th Street) - Thursday, February 2, 5-7 PM
The Alley (5027 Highway 140) - Tuesday, February 7, 5-7 PM

Attend special programming with opportunities for in depth discussion of this project by Arts Council staff.

- Miwumati Healing Center - January 25 from 11am-4pm (specific for tribal stakeholder engagement)
- Mariposa County Library (4978 10th Street) - Special presentation on February 9 at 5:30 PM.

Visit the Arts Council website and browse the digital gallery and take the online survey, www.mariposaartscouncil.org.

Additional information about project context, funding and team:

Mariposa County Planning Department - Caltrans Clean CA Initiative funding recipient and project lead.

Mariposa County Creative Placemaking Strategy - Adopted by the Mariposa County Board of Supervisors in 2021, the Mariposa County's Creative Placemaking Strategy promotes the county's economic, ecological, social, and cultural vitality, balancing historic narratives with contemporary ones and reflects the community's richness and diversity. By engaging artists and embedding artistic practice into the community experience, the Strategy will support a culture of creativity that contributes to livability in Mariposa County. The Mariposa County Creative Placemaking Strategy recommends specific artistic interventions that adhere to and honor the following creative placemaking and placekeeping values:

- Articulate and deepen the connections that Mariposa County residents feel to each other and their community;
- Reflect the county's diverse range of perspectives and experiences;
- Inspire interaction, curiosity and inquiry;
- Expand our community's comfort with and capacity for creativity and expression

Caltrans Clean California Initiative - Clean California provides funds to clean and beautify public spaces in underserved communities by providing financial support to local and regional public agencies, transit agencies, tribal governments and nonprofit organizations.

Atlas Lab Inc. - Atlas Lab's mission is to design, build and advocate for conscious change in the built environment to make accessible, positive and progressive impacts on communities. They create with purpose and build progressive change within communities. The way people understand their environment and interact in a space is the foundation for everything they do. They are extremely passionate about making healthy environments accessible to all and bringing humanistic and artistic design solutions to communities that are historically, culturally and ecologically responsive.

Ink Dwell Studio - Ink Dwell studio creates art that explores the beauty and complexity of nature. Merging classical techniques of science illustration with modern fine art to create public and private commissions, paintings, visual art, illustrations, exhibitions and much more. Ink Dwell makes everyday places special and enhances iconic locations with wondrous imagery. Ink Dwell's co-founder and principal artist is Jane Kim, who received a BFA in Printmaking from RISD and then attended California State University Monterey Bay, where she received a master's certificate in science illustration. She has created large-scale public art across the country, including the Wall of Birds at The Cornell Lab of Ornithology, and produced works for the National Aquarium, the de Young Museum, Leigh Yawkey Woodson Art Museum, and more. She is the creator of the Migrating Mural campaign, a series of public installations that highlight wildlife along migration corridors it shares with people.

Provost and Pritchard - Provost & Pritchard in an engineering consulting group, working to transform concepts into livable, workable solutions that ultimately improve the infrastructure for the lands and communities throughout California in the field of: civil and agricultural engineering, environmental engineering, hydrogeology, planning, and construction management.

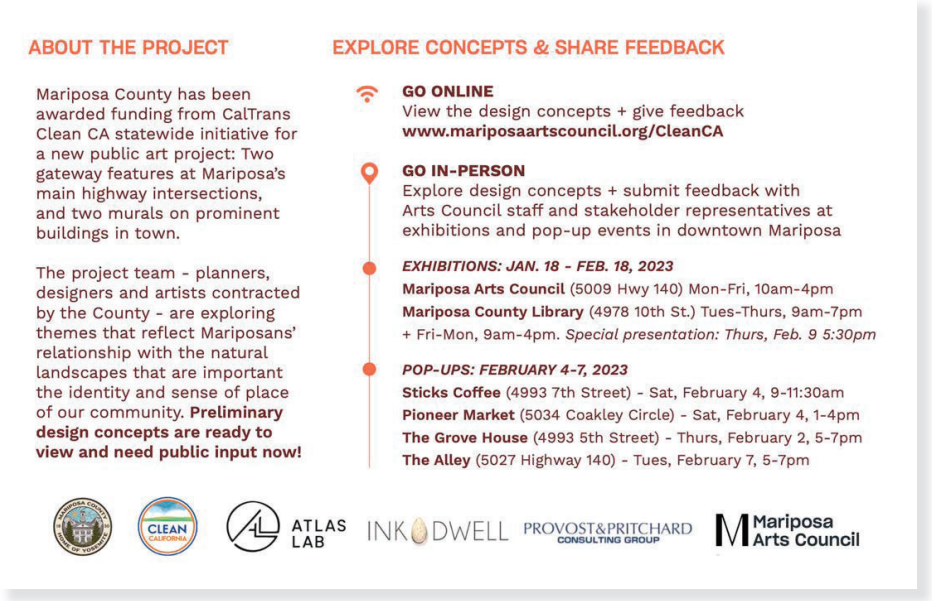
Mariposa Arts Council - The Mariposa County Arts Council, Inc. (Arts Council) is honored to serve as Mariposa County's local arts agency and its designated State Local Partner to the California Arts Council. The Arts Council's mission is to *promote and support all forms of the cultural arts, for all ages, throughout Mariposa County and their* work is situated at the intersection of cultural and civic life. Specifically, the Arts Council works to inclusively support the social, cultural, ecological, and economic vitality of Mariposa County through the arts.

****

The Arts Council, is an incorporated not-for-profit organization, created to promote and support all forms of the cultural arts, for all ages, throughout Mariposa County and is supported in part by the County of Mariposa, the National Endowment for the Arts, a federal agency, and the California Arts Council, a state agency.

Clean California Gateway Features & Mural Project

Communications Material



ABOUT THE PROJECT

Mariposa County has been awarded funding from CalTrans Clean CA statewide initiative for a new public art project: Two gateway features at Mariposa's main highway intersections, and two murals on prominent buildings in town.

The project team - planners, designers and artists contracted by the County - are exploring themes that reflect Mariposans' relationship with the natural landscapes that are important the identity and sense of place of our community. **Preliminary design concepts are ready to view and need public input now!**

EXPLORE CONCEPTS & SHARE FEEDBACK

GO ONLINE
View the design concepts + give feedback
www.mariposaartscouncil.org/CleanCA

GO IN-PERSON
Explore design concepts + submit feedback with Arts Council staff and stakeholder representatives at exhibitions and pop-up events in downtown Mariposa

EXHIBITIONS: JAN. 18 - FEB. 18, 2023
Mariposa Arts Council (5009 Hwy 140) Mon-Fri, 10am-4pm
Mariposa County Library (4978 10th St.) Tues-Thurs, 9am-7pm + Fri-Mon, 9am-4pm. *Special presentation: Thurs, Feb. 9 5:30pm*

POP-UPS: FEBRUARY 4-7, 2023
Sticks Coffee (4993 7th Street) - Sat, February 4, 9-11:30am
Pioneer Market (5034 Coakley Circle) - Sat, February 4, 1-4pm
The Grove House (4993 5th Street) - Thurs, February 2, 5-7pm
The Alley (5027 Highway 140) - Tues, February 7, 5-7pm

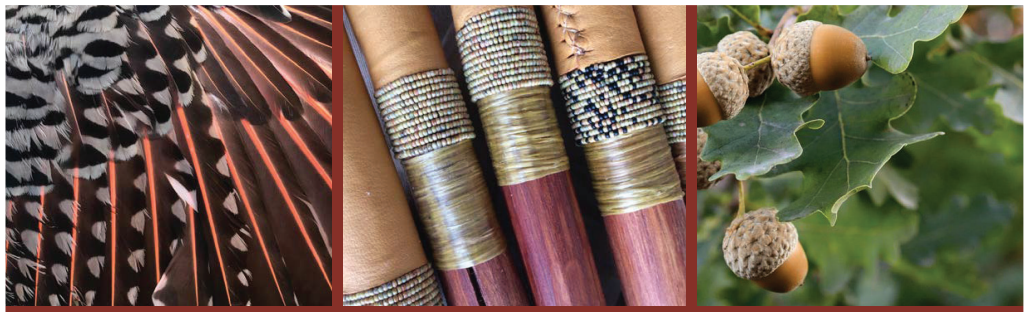
ATLAS LAB · INK DWELL · PROVOST&PRITCHARD CONSULTING GROUP · Mariposa Arts Council

Print Collateral

Postcard-sized fliers were stationed at all engagement sites and distributed at shop and community locations throughout Mariposa

Clean California Gateway Features & Mural Project

Communications Material



CalTrans Clean California Initiative

Mariposa Gateway & Mural Project

COMMUNITY CONVERSATION

Mariposa County Library

THURSDAY, FEB. 9 AT 5:30PM

4978 10th St, Mariposa CA 95338

Explore early concept designs for two gateway features and two new murals in Mairposa, discuss themes and details with the project team and fellow stakeholders, share ideas and give your feedback on this exciting public art project!

LEARN MORE //

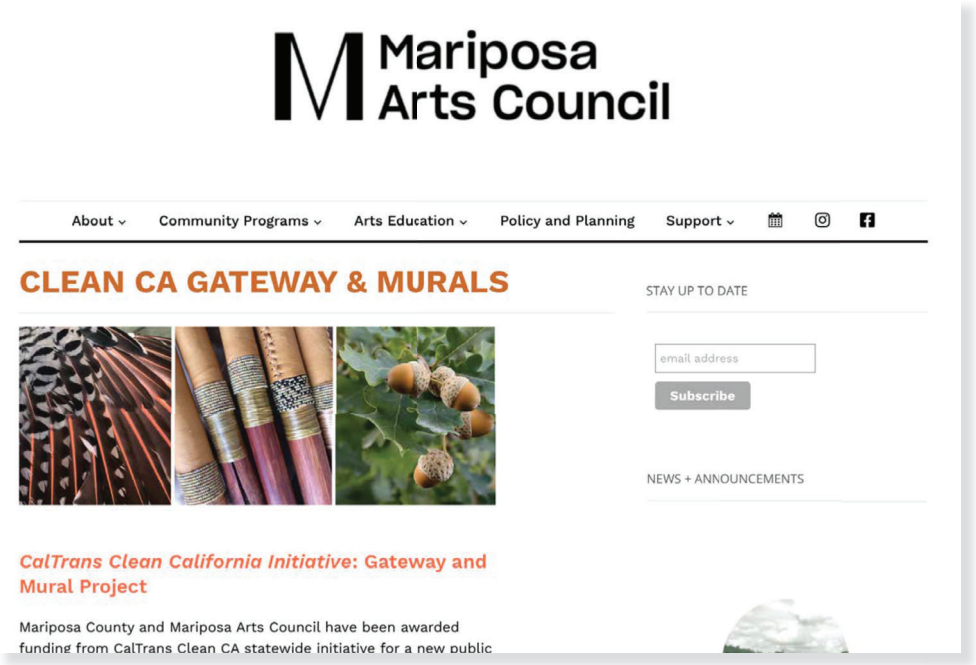
www.mariposaartscouncil.org/CleanCA

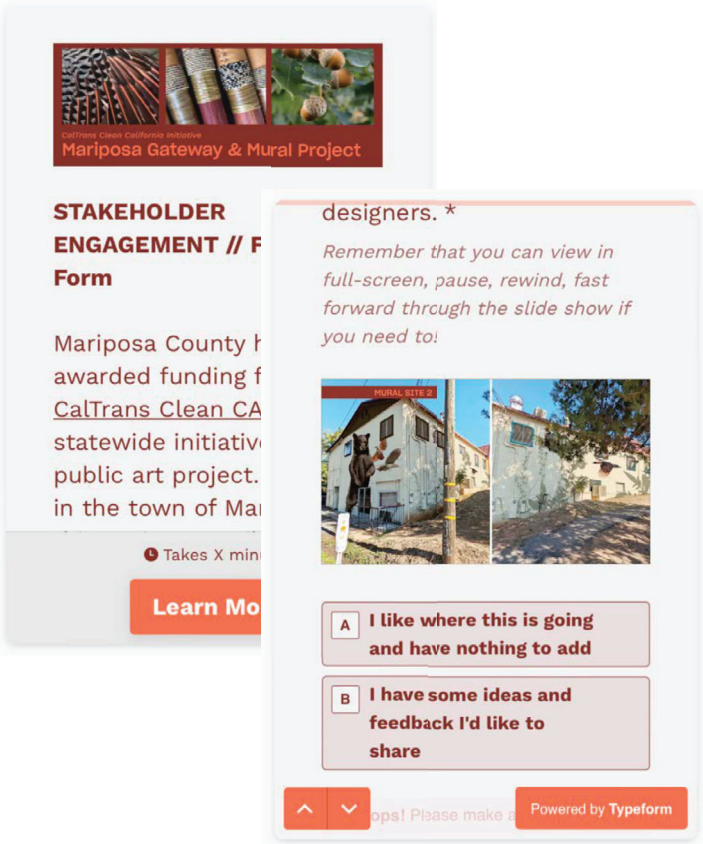
Print Collateral

Special event flier created for the Mariposa County Library to promote on site and distribute to library patrons.

Clean California Gateway Features & Mural Project

Communications Material





Website and Feedback Form

The Mariposa Arts Council's website acted as the landing site for visitors to learn about the project and explore design concepts. The site provided access to an online form with structured slideshows of each concept and opportunities to provide written responses.

Clean California Gateway Features & Mural Project

Communications Material

View this email in your browser

Tell us what you think!

Starting this week, we are inviting Arts Council Members, Mariposa residents and community stakeholders to provide feedback on a new public art project involving **gateway features and murals in Mariposa**.

We encourage interested stakeholders (you!) to take advantage of one of the many in-person opportunities to talk with Arts Council staff about preliminary design concepts and give feedback. You may also review the concepts online and submit feedback virtually. Details about both in person and online engagement opportunities are below. Public investment in the project is important and your feedback will help inform the final design.

Explore Concepts // Add Feedback

In-Person Engagement Opportunities

Explore design concepts, chat with staff about the project and submit feedback at exhibitions and pop-up events in downtown Mariposa.

Exhibitions: January 18 - February 17, 2023

- Mariposa Arts Council: 5009 Hwy 140, Mariposa CA 95338 (Above Chocolate Soup gift shop) Monday-Friday, 10am-4pm.
- Mariposa Public Library: (4978 10th St.) Tues-Thurs, 9am-7pm + Fri-Mon, 9am-4pm. *Join us for a special presentation: Thurs, February 9 at 5:30pm*

Pop-Up Events: February 2 - 7, 2023

- The Grove House (4993 5th Street) - Thursday, February 2, 5-7 PM
- Sticks Coffee (4993 7th Street) - Saturday, February 4, 9:00-11:30 AM
- Pioneer Market (5034 Coakley Circle) - Saturday, February 4, 1-4 PM
- The Alley (5027 Highway 140) - Tuesday, February 7, 5-7 PM.

Online Engagement Opportunity

- View a slideshow of design concepts and submit feedback through an **online feedback survey here.**
- More information about this project can also be **explore on our website.**

Project Team

Mariposa County has been awarded funding from CalTrans Clean CA statewide initiative, (a program that provides funds to clean and beautify public spaces) Mariposa County has contracted a project team to design the gateway features and mural:

Project Funder + Lead // The Mariposa County Planning Department is the funding recipient of the CalTrans Clean CA Initiative.

ATLAS LAB

Designers // Atlas Lab Inc. is a landscape architecture, urban design and public art practice firm, and are managing the project's team and timeline. InkDwell is the art studio developing murals.

INK DWELL

Artists // Ink Dwell Studio, a renowned art studio in Half Moon Bay known for murals that explore the beauty and complexity of nature, will develop and install this project's murals.

PROVOST&PRITCHARD CONSULTING GROUP

Engineers // Provost and Pritchard firm will oversee the project's technical aspects and installation, under CalTrans regulations.

Mariposa Arts Council

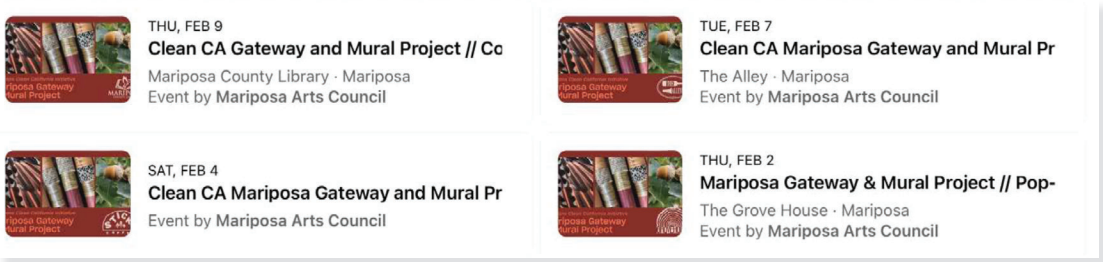
Stakeholder Representative // The Arts Council will facilitate stakeholder engagement and relay community feedback to project partners.

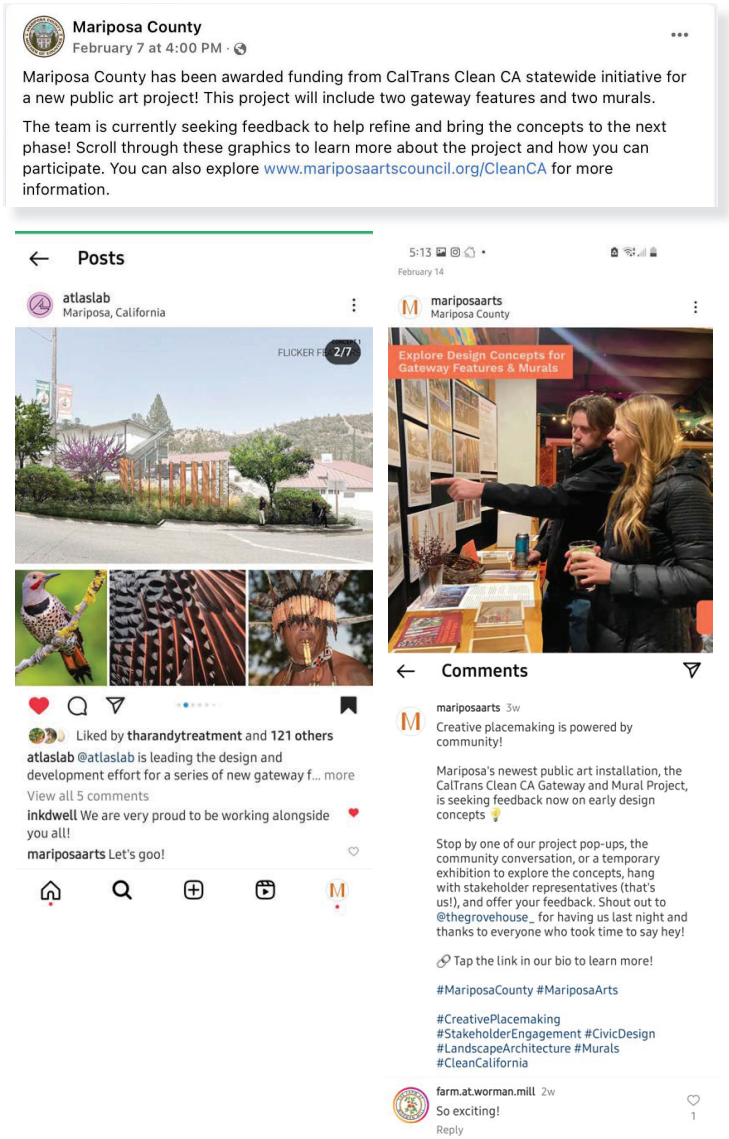
E-Newsletter

The project was promoted on the Arts Council's 1,747 email-newsletter contacts with survey links, information on exhibition and pop-up dates, and an introduction to the project team.

Clean California Gateway Features & Mural Project

Communications Material



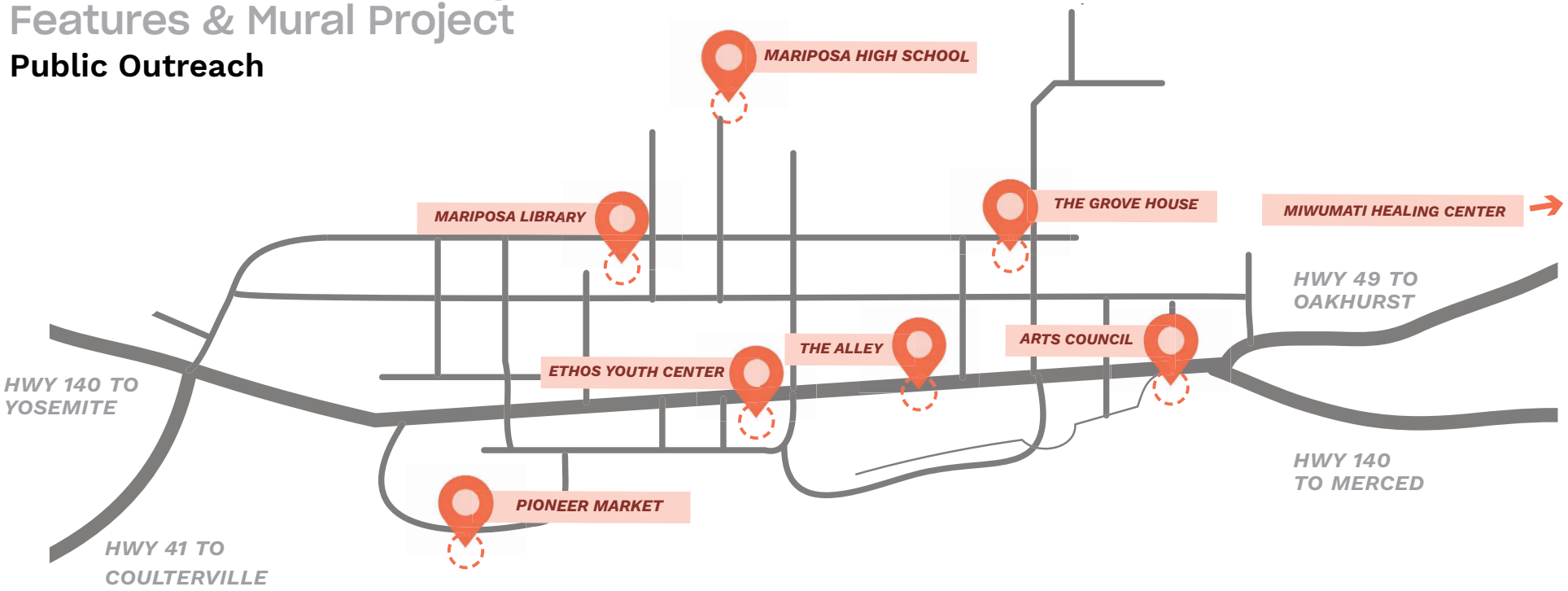


Social Media

The Arts Council, Atlas Lab, Ink Dwell Studios and Mariposa County engaged a wide range of followers through concurrent Instagram and Facebook posts using a suite of graphic material focused on stakeholder engagement opportunities.

Clean California Gateway Features & Mural Project

Public Outreach



Physical Engagement Sites

The Arts Council established two temporary exhibitions and hosted multiple pop-up events at key community-activated locations throughout out the town of Mariposa in order to maximize outreach and provide equitable engagement opportunities to stakeholders.

Temporary Exhibitions: Jan 18 - Feb 17

- Mariposa Arts Council
- Mariposa County Library
- American Indian Council of Mariposa County/Southern Sierra Miwuk's Miwumati Healing Center

Pop-Up Events: Feb 2 - 7

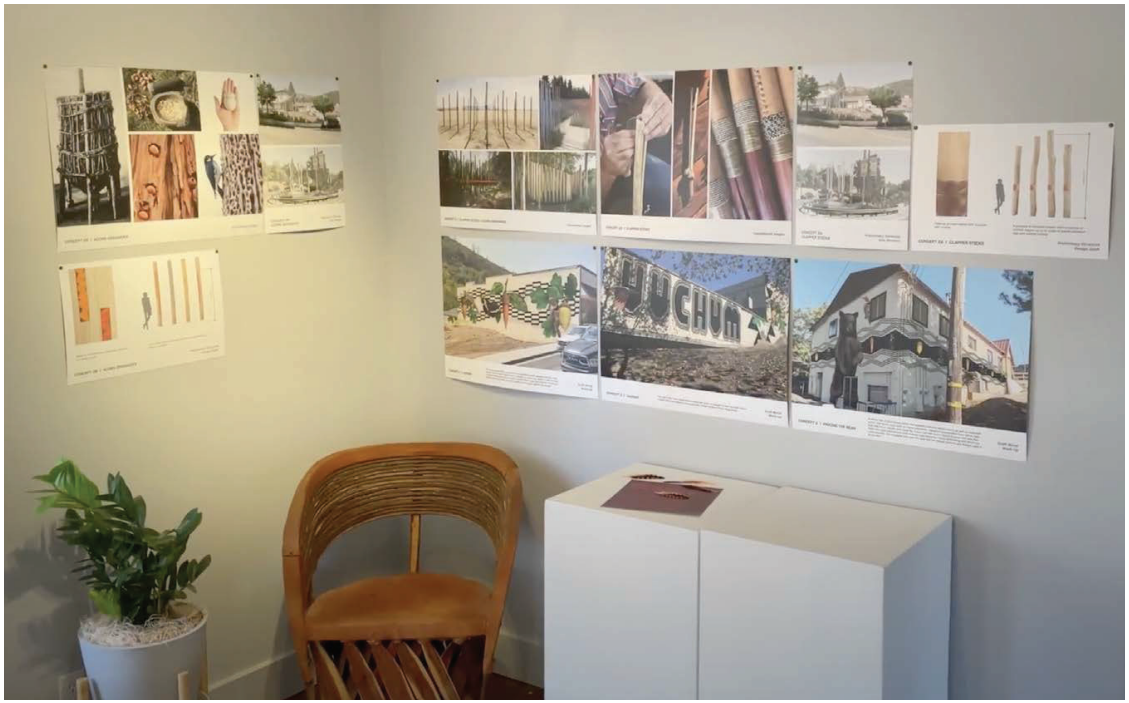
- The Grove House
- Sticks Coffee
- Pioneer Market
- The Alley

Special Outreach

- Elders Luncheon - Jan. 25, Miwumati Healing Center (Tribal Engagement)
- Community Conversation - Feb. 9, Mariposa County Library
- Youth Engagement - Feb. 9, Mariposa County High School and Ethos Youth Center
- Creative Placemaking Advisory Committee and Historic Sites Committee - Feb. 13

Clean California Gateway Features & Mural Project

Public Outreach



Arts Council Installation

Mariposa Arts Council's gallery space offered a primary project site where community members could stop by at their convenience or during business hours to talk directly with staff and explore large-scale posters featuring precedent images, design concepts and mock-ups generated by Atlas Lab and Ink Dwell Studio. Supported by interpretive and thematic material, this installation provided a convenient and simple opportunity to talk with staff and leave written feedback.

- 21 detailed posters
- Opportunities to give feedback
- Direct conversation with project team
- Support material about the Miwuk
- Tactile additions: Flicker feathers, black acorns, elderberry & willow sticks.

Clean California Gateway Features & Mural Project

Public Outreach

County Library Installation & Community Conversation

The library's display wall offered an easily accessible community space where visitors were invited to explore posters featuring precedent images, design concepts and mock-ups generated by Atlas Lab and Ink Dwell Studio. The installation was supported by library staff. On-site computers, take-home material, and feedback forms invited the public to submit feedback at their leisure. On Feb. 9, Arts Council staff held a community conversation where attendees discussed the project within the context of larger county policy (Creative Placemaking Strategy.) The library provided reading recommendations on contemporary tribal histories, community design and public art.

Clean California Gateway Features & Mural Project

Public Outreach

Southern Sierra Miwuk Stakeholder Engagement

Clay River attended the monthly Miwuk Elder's Luncheon at Miwumati Healing Center a guest presenter at their luncheon on Jan. 25 to ensure the inter-generational tribal representation had access to project information. Concretely capturing their feedback was set as a high priority, since not all tribal members have access to online platforms.

River continued to hold in-person conversations with tribal members as they came through the Healing Center, where project posters and feedback forms stayed as a temporary installation throughout the month-long stakeholder engagement series.

Clean California Gateway Features & Mural Project

Public Outreach

Pop-Up Events

Between Feb 2 - 7, Arts Council staff set up pop-up, in-person feedback opportunities at high traffic public location near the proposed mural and gateway sites (coffee shops, restaurants, music venues, markets) with posters, interpretive material and feedback forms to introduce a general population to design concepts and invite their input.

Clean California Gateway Features & Mural Project

Public Outreach

Pop-Up Events

Images from The Grove House pop-up event

Clean California Gateway Features & Mural Project

Public Outreach

Special Outreach

Arts Council staff visited Mariposa County High School and Ethos Youth Center for an open discussion and project presentation, with participation from over 100 students, including all of Mariposa County High School's freshman class and students enrolled in visual art classes (left).

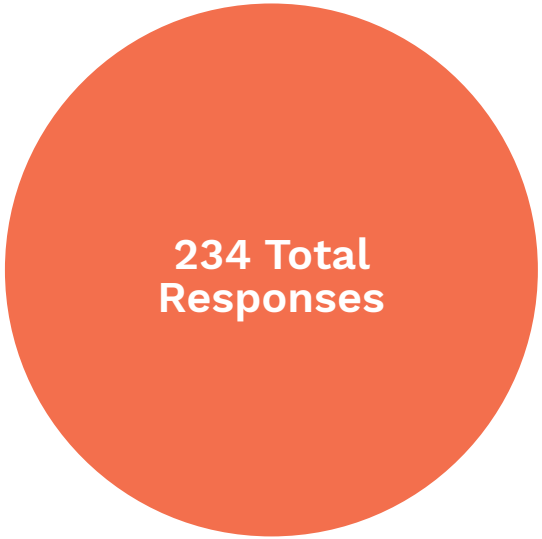
On Feb. 13, the Creative Placemaking Strategic Advisory Committee used their monthly meeting to solicit public feedback in Mariposa County Board of Supervisors' Chambers.

Clean California Gateway Features & Mural Project

Feedback Data

183 Physical Forms

51 Online Survey



Overview

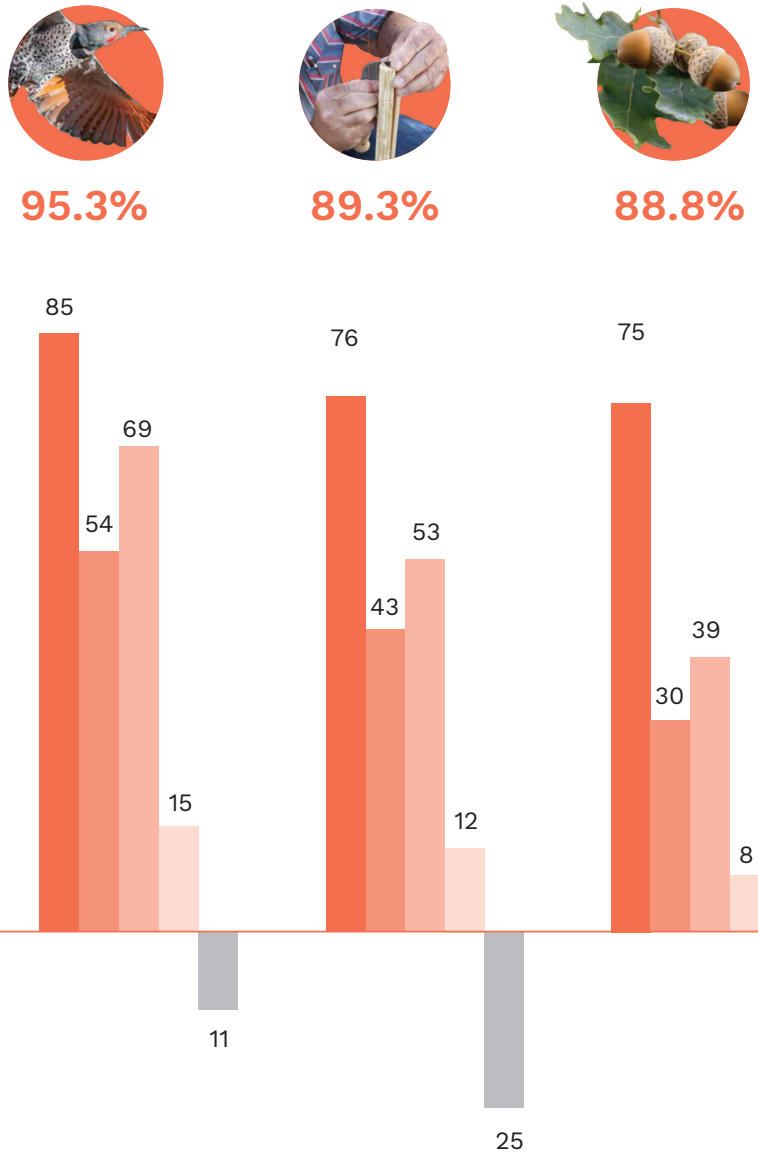
Data from stakeholder engagement responses suggests the outreach process succeeded in generating wide ranging participation from community members of all ages. Of note, most respondents provided ample feedback and demonstrated rich community investment in the project overall.

Clean California Gateway Features & Mural Project

Feedback Data

Concept Support

The overwhelming majority of all respondents expressed support for each concept, either by direct approval with no suggestions or with positive suggestions and thoughtful commentary via written response. Less than 10% of submitted comments were unsupportive. The aggregate percentage of supportive comments per concept are 95.3% for Flicker Feathers; 89.3% for Clapper Sticks and 88.8% for Acorn Granaries.



Supportive

- Had nothing to add
- Enthusiastic statements of support
- Offered thoughtful ideas or suggestions
- Expressed interest in mixing and matching this concept with elements of the other concepts presented

Critical

- Expressed concerns/do not support this concept

Clean CA Gateway Features & Mural Project

Stakeholder Engagement Summary Presentation V3

March 6, 2023

Mariposa County
Planning Department
Steve Engfer
Planning Director

Hannah Harrison
Community Design and
Development Planner

5100 Bullion Street
PO Box 2039
Mariposa, CA 95338
209-966-5151 FAX 209-742-5024
www.mariposacounty.org

sengfer@mariposacounty.org

hharrison@mariposacounty.org

MEMORANDUM

Date: 6/14/2023
To: Mariposa County Board of Supervisors
From: Hannah Harrison
Topic: Comments Regarding the Mariposa Gateway Elements Project

Attached to this memo are all of the letters we have received for the Board of Supervisors regarding the Mariposa Gateway Elements Project as of June 14th at 5:00pm.

I was recently shocked and dismayed to learn of the Art Mural project for Mariposa County which will change the look of our historic gold mining town.

Mariposa County has a long history of mining, logging, ranching, agriculture and even firefighting. What the Arts Council is proposing with their art project reflects none of this local history. The artwork looks too modern and I feel like our history is being erased. I object to moving forward with the current artwork without more public input.

I went to the Art Council site, and they said they invited input on "early design concepts" from January 18 to February 17, 2023. I am pretty involved in the community, and did not see any of the invites. How did they go from "early design concepts" on February 17, 2023 to having it be a done deal on March 28, 2023?

Apparently there were 200 replies to the outreach effort. Since finding out about the project, I have spoken with 20 people who are very active in the community including leadership positions in various organizations and none of them knew about it. They are all opposed to it as well. I am asking the Board of Supervisors to allow more time for more input from our community before they approve this project.

Thank you,

Casey Archer
Catheys Valley
Mariposa County, California

From: Danielle Bondshu
To: Danette Toso; Miles Menetrey; Rosemarie Smallcombe; Shannon Poe; Wayne Forsythe
Cc: Steve Dahlem; Dallin Kimble; Mikey Goralnik; Steve Engfer
Subject: FW: Mural Project
Date: Friday, March 31, 2023 8:33:23 AM

Please see below.

Sincerely,

Danielle Bondshu
Clerk of the Board
(209) 966-3222

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

-----Original Message-----
From: avilajaclyn8@gmail.com <avilajaclyn8@gmail.com>
Sent: Thursday, March 30, 2023 10:17 PM
To: Danielle Bondshu <dbondshu@mariposacounty.org>
Subject: Mural Project

[You don't often get email from avilajaclyn8@gmail.com. Learn why this is important at https://aka.ms/LearnAboutSenderIdentification]

Hello,

I would like to comment on the mural project set for Mariposa. It was brought to my attention that the Art Council would like to have murals done that are more modernized. I strongly believe this would be a grave mistake. I moved to Mariposa from Modesto and one of my favorite things about Mariposa and Mariposa County is the history. Before moving here I would visit just for that reason. I believe that the murals should represent what our community is about and how Mariposa came to be. When I think of Mariposa I, along with many others, think of gold mining, ranching/agriculture, logging and butterflies. I think those would be great mural ideas. Those are what made, and still make Mariposa such a wonderful town and community.

I hope the Art Council will reconsider and will take this lovely communities history into consideration when creating their murals.

Thank you,
Jaclyn Avila

Sent from my iPhone

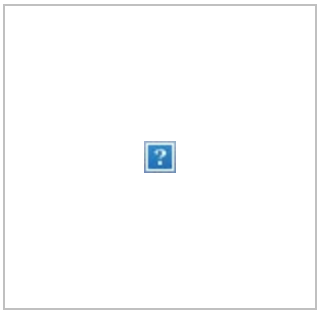
From: Danielle Bondshu
To: Danette Toso; Miles Menetrey; Rosemarie Smallcombe; Shannon Poe; Wayne Forsythe
Cc: Steve Dahlem; Steve Engfer; Mikey Goralnik; Dallin Kimble
Subject: FW: Mural Project
Date: Thursday, March 30, 2023 12:06:05 PM
Attachments: image001.jpg

Please see below.

Sincerely,

Danielle Bondshu
Clerk of the Board
(209) 966-3222

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



From: Trevor Smith <smithcattle90@gmail.com>
Sent: Thursday, March 30, 2023 11:04 AM
To: Danielle Bondshu <dbondshu@mariposacounty.org>
Subject: Mural Project

> You don't often get email from smithcattle90@gmail.com. Learn why this is important

Hello,

It was brought to my attention that the Art Council is planning on changing the murals in Mariposa. I don't believe this to be a good decision because it will take away from the history of our little town. I am a fifth generation rancher in Mariposa County and believe that sticking to the reason why our lovely Mariposa came to be would be the best way to honor our historic town. I also believe that the Art Council tried to move along with this without receiving the most important input, from the Mariposa community and people who have been in this area and love this area the most. Yes, the artwork may be nice for a metropolitan area, but that is not what Mariposa is. We have a long history of mining, logging and ranching. We should stick to the things that make us who we are. That, afterall, is what makes Mariposa so special and why people come from all over to come visit

and see Mariposa.

Thank you,
Trevor Smith

From: Danielle Bondshu
To: Danette Toso; Miles Menetrey; Rosemarie Smallcombe; Shannon Poe; Wayne Forsythe
Cc: Steve Dahlem; Dallin Kimble; Mikey Goralnik; Steve Engfer
Subject: FW: New Murals proposals
Date: Monday, April 3, 2023 8:47:01 AM

Please see below.

Sincerely,

Danielle Bondshu
Clerk of the Board
(209) 966-3222

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

-----Original Message-----
From: Mick Herman <mherman@sti.net>
Sent: Friday, March 31, 2023 5:46 PM
To: Danielle Bondshu <dbondshu@mariposacounty.org>
Subject: New Murals proposals

[You don't often get email from mherman@sti.net. Learn why this is important at https://aka.ms/LearnAboutSenderIdentification]

Dear Supervisors:

I saw the murals the Arts Council wanted paint in our county and am astonished at their lack of appropriateness! This neo-modern art (my term) does not accurately reflect this county at all.

Did the Council draft these murals on their own without your guidance, oversight, or feedback? I've got to conclude that the answer to this question is, "yes". Before you vote, I think you should have AT LEAST two well announced public forums, and/or workshops to see what your constituents really want. I know that I'm not the Lone Ranger out here who objects to these murals.

The first book of the General Plan makes it clear that we want the architecture and business ventures in our county to be "rural in nature", so why shouldn't these proposed murals also be, "rural in nature"?

The subject of our murals should have something having to do with art reflecting our history as: Mining (for slate/minerals/elements), timber industry and lumber flumes, the stagecoach line, John Fremont, gold mining/gold rush, butterflies, cattle and agriculture, rural history (old towns and settlements such as Hornitos et al), the outlaws and the cowboys, historic downtown, river walk, our schools and athletics, the rodeo, the county fair, FFA, our veteran's memorial, our historic courthouse, etc.

I seldom approach the Board with issues because, as you know, I am on the Planning Commission, and I'm not certain which issues that come before you may also come before us. On this issue, I don't think the P.C. Will see it.

Dear members of the Board of Supervisors, please don't release the reins of this issue to another agency. These murals are relatively permanent, and are silent reminders to our county and visitors to our county of just what we are made of and made from. I have been in contact with a number of folks who vehemently dislike these murals but will

not take the time to contact you. I'm pretty sure that in this case, the few represent the silent majority.

I know you'll do the right thing.

God Bless you all,

Mick Herman

Sent from my iPad

From:	Danielle Bondshu
To:	Danette Toso; Miles Menetrey; Rosemarie Smallcombe; Shannon Poe; Wayne Forsythe
Cc:	Steve Dahlem; Dallin Kimble; Mikey Goralnik; Steve Engfer
Subject:	FW: Mariposa Town Decor…for BOS
Date:	Tuesday, April 4, 2023 8:46:55 AM

See below

Sincerely,

Danielle Bondshu
Clerk of the Board
(209) 966-3222

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

-----Original Message-----
From: Katee <kateeowens4sup@gmail.com>
Sent: Monday, April 3, 2023 6:33 PM
To: Danielle Bondshu <dbondshu@mariposacounty.org>
Subject: Mariposa Town Decor…for BOS

[You don't often get email from kateeowens4sup@gmail.com. Learn why this is important at https://aka.ms/LearnAboutSenderIdentification]

I have some concerns about the Arts Council's plan to decorate Mariposa town.

First issue…not attractive. This is not a pretty mural to take the focus off of miles of ugly freeway noise-reducing walls. This is not adding a touch of color to a drab main street. This is not adding a focal point to a town that has none. This project is, as my Mom used to say, Gilding the Lily. This means over-decorating, gaudy, unnecessary adornment. Our town itself has beautiful architecture, stunning rockwork, and lots of personality. Adding more decoration does nothing to enhance, it will only detract. Too much is visual noise. Our town needs no more decorating.

Second, the Mi-Wuks were here before the settlers and certainly deserve note, BUT they did not establish the actual town. Putting murals up all around and thru town focusing solely on the tribe and ignoring the people who built the Mariposa we enjoy today is disingenuous. Our town has a rich history but this feels like more anti-white propaganda that is being pushed these days. This project could be more appealing if it just gave credit where credit is due.

Third, we have some amazing local artists who do stunning work. If we are painting murals and other artistic creations why are we shunning them and pulling from outside sources? I have repeatedly been offended when our County prefers to use outside people for projects when there are plenty of local, highly-talented individuals. This just seems like another of these instances.

Since this is not just the Arts Council's town, but all of ours, please consider these points and resist Gilding the Lily.

Sent from my iPad

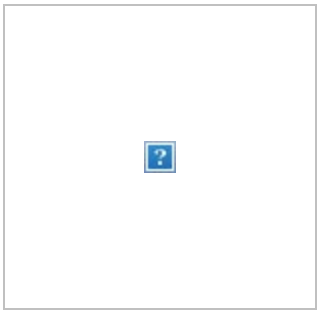
From: Danielle Bondshu
To: Danette Toso; Miles Menetrey; Rosemarie Smallcombe; Shannon Poe; Wayne Forsythe
Cc: Steve Dahlem; Dallin Kimble; Mikey Goralnik; Steve Engfer
Subject: FW: Support for Gateway/Mural Project
Date: Monday, April 17, 2023 11:18:34 AM
Attachments: image001.jpg

Please see the below.

Sincerely,

Danielle Bondshu
Clerk of the Board
(209) 966-3222

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



From: jackie baxton <jackelalope@gmail.com>
Sent: Monday, April 17, 2023 10:53 AM
To: Danielle Bondshu <dbondshu@mariposacounty.org>
Subject: Support for Gateway/Mural Project

> You don't often get email from jackelalope@gmail.com. Learn why this is important

Can you please forward to County Supervisors
Thank you
Jackie baxton

Dear Mariposa County Supervisors,

My name is Jackie Baxton and I am a rancher and artist living in District 3. I'm writing to share my support for the County's Clean California Gateway and Mural project in town. This is an exciting project for the following reasons:

1.
2.
3. This project supports the: landscape restoration work (lead by the Southern Sierra Miwuk); educational programming; and future development
4. occurring along the Mariposa Creek Parkways. This thoughtful approach to public art makes this a solid creative placemaking endeavor. As an artist, I deeply appreciate the County's commitment to creating opportunities for artists to contribute in meaningful
5. ways to integrated infrastructure projects addressing community needs. This is a strong precedent for our county and, once completed, paves the way for other projects that explore different subject matter and support other County projects.
6.

2.
3.
4. Caltrans Clean CA project is a very special funding opportunity that is making it possible for counties across the state to bring
5. world class artists into their communities to create public artwork. This sort of project is a rising tide not only for our general community but for the artists in our community. I am currently working with the Arts Council, the Planning Department and Sierra
6. Foothills Conservancy on several public art pieces that will be installed throughout Mariposa County and it will serve me well to be listed alongside Atlas Lab and Ink Dwell Studio in our County's creative placemaking portfolio. Additionally, having these
7. artists in Mariposa during the installation process will provide networking and collaborative opportunities for regional working artists like myself.
8.

3.
4.
5. I have read the recent Letters to the Editor that are in opposition to this project and, in addition to being filled with incorrect
6. information about the project, they seem to be missing the point altogether. The starting point for this project is not the history of Mariposa, but rather an exploration of Mariposa natural ecology and the connection between people and the landscape. It is
7. my understanding that the County intends to do similar projects throughout the County, exploring many different aspects and cultural histories of our region. In fact, myself and three other local artists are part of another County/Arts Council project happening
8. right now, *Working Lands, Working Artists*,
9. that explores this historic and contemporary importance of agricultural/ranching in Mariposa. Given that the Southern Sierra Miwuk were the first people of this region and that Mariposa Creek has been a place of special significance to the Miwuk for thousands

10. of years before white settlers arrived (**and continues to be a place of significance**), it seems appropriate to start this larger county effort with this particular project. Especially since the Miwuk are currently leading the landscape restoration/wildfire
11. mitigation efforts along the Creek Parkway and the mural and gateway features highlight the plants (and hopefully animals) being reintroduced to the creek in order to create a riparian corridor that serves an effective firebreak for the town of Mariposa.
12.

4.
5.
6. Furthermore, with respect to the Southern Sierra Miwuk, there are two current murals in Mariposa that inaccurately represent the
7. Tribe, the mural in the Board of Supervisors Chambers and the current mural on the Pizza Factory. In contrast to the gateway and mural project, these two existing pieces did not consult with the Tribe to determine how best to depict them in the pieces. As
8. is best practice for any artist who might be representing a particular community or group of people, Ink Dwell and Atlas Lab have worked closely with the Southern Sierra Miwuk from the start of this process and everything that will be depicted in the pieces
9. has been guided and approved by Tribal input.
10.

I hope you will not be discouraged or influenced by a handful of naysayers who have publicly demonstrated that they don't understand the project and have an alarmingly narrow understanding of Mariposa's history. This project is exciting and it will pave the way for more exciting projects in the future.

Sincerely,

Jackie Baxton (District 3)

Sent from my iPhone

April 20, 2023

Dear Mariposa County Supervisors:

My name is Alex Vance, and I have been a resident of Mariposa County since 2001. I moved into District 4 in downtown Mariposa, right next to the Mariposa Creek Parkway, in 2016. I am writing to share my excitement about the County's Clean California Gateway and Mural project in town, which I have been tracking closely since it began over a year ago. This project has my enthusiastic support for a number of reasons.

As a District 4 resident of downtown Mariposa who lives right on Mariposa Creek, I have closely followed the development of the County adopted Creative Placemaking Strategy, and participated in the extensive stakeholder engagement that occurred to ensure it reflected the desires of the community of Mariposa. The priorities identified through that stakeholder engagement process are consistent with and grounded in the development of these public art and mural projects, which are designed to explore Mariposa natural ecology and the connection between people and the landscape, not the history of Mariposa. Given this, it seems appropriate that these murals and art projects focus on the Southern Sierra Miwuk, who were the first people of this region, and were stewards of this land and water since time immemorial, thousands of years before white settlers arrived. Mariposa Creek has always been a place of special significance to the Miwuk, and even now, they are leading the landscape restoration and wildfire mitigation efforts along the Creek Parkway. The mural and gateway features highlight the plants being reintroduced to the creek in order to create a riparian corridor that serves an effective firebreak for the town of Mariposa, and also serves as important habitat for the animals included in the mural and gateway elements.

I have read numerous letters to the editor in the Mariposa Gazette protesting that the focus of these murals and public art projects in District 4 are seeking to erase Mariposa's mining history. In response, I suggest that Mariposa's mining history is widely and substantially captured, including two museums whose primary focus is this subject. I would counter that the history of the Southern Sierra Miwuk Nation is a vastly under-represented story in Mariposa. Mining, so often sanitized and celebrated all over California, had a brutal and lasting legacy for Native Americans, including the Southern Sierra Miwuk people still here in Mariposa. By celebrating the Southern Sierra Miwuk in such a visible and joyful way, we can, in some small way, open the door to healing and demonstrate how important a part of community the Southern Sierra Miwuk Nation is in Mariposa. These murals and art projects are not erasing anything; rather they are weaving in additional threads that fill a significant gap in the tapestry of the history of Mariposa in District 4.

I understand that a small but vocal group has claimed that they did not have adequate opportunities to provide their input on this project. As you know, robust outreach and public engagement was completed around this proposal. I heard about these events through multiple outreach channels, and joined several of the events at which information was shared and feedback solicited, and I know that substantive statements regarding this project were collected at these events. The board should respect the time and care that was taken by both those gathering as well the many who provided that feedback by weighting it appropriately against the few loud voices who have neither demonstrated an understanding of this project, nor engaged in the ample stakeholder engagement that informed it. All of the community members I know, many of whom live in District 4, are very excited about the subject matter and the initial designs for this project, and I know that they shared that information through the stakeholder engagement process. Most importantly, the designers of the proposed murals and gateway features worked in close partnership with the Southern Sierra Miwuk in their development, and they have the Tribe's approval on the final proposed designs.

I applaud the vision of the County and its partners in the thoughtful and well-vetted development of this project, and I hope that the Board will continue to support and encourage these beautiful and meaningful additions to District 4, which will not only set the tone for us as a world-class tourist destination, but also elevate and uplift our community as a whole.

Sincerely,

Alex Vance (District 4)
5007 7th Street
Mariposa, CA 95338

4/19/23

Dear Mariposa County Supervisors,

My name is Lydia Lower and I am a community member living in District 1 and I am writing in support of the Clean CA Gateway and Mural project.

This is an exciting project that I thoroughly enjoyed learning about by attending an Arts Council community engagement event as well as exploring the project details outlined on their website. There was a substantial effort made to ensure that community voice was heard on this project through public input being taken in a variety of ways and at a variety of locations. This project is aligned with the Creative Placemaking Strategy (which is adopted County policy) which was informed by extensive stakeholder engagement.

Caltrans' Clean CA project is a very special opportunity to bring world class art to communities across California. The starting point for this project is not the history of Mariposa, but rather an exploration of Mariposa natural ecology and the connection between people and the landscape. It is my understanding that the County intends to do similar projects throughout the County, exploring many different aspects and cultural histories of our region.This project is not meant to tell the whole story of Mariposa's history, rather the Planning Department and the Arts Council are working to develop and fund projects across the county that work together to tell a broad and nuanced story about Mariposa (past, present, and future) because we benefit as a community when we recognize the great abundance of stories/narratives that make up our history, present and future.

This project is exciting and it will pave the way for more exciting projects in the future and I strongly support the Clean California Gateway and Mural project.

Sincerely,

Lydia Lower (District 1)
vibrant.education.lydia@gmail.com

April 21, 2023

Dear Board of Supervisors,

I am writing to express my full support for the proposed community mural project in District 4. This project aligns with the Creative Placemaking Strategy, which was adopted as County policy and informed by extensive stakeholder engagement. The feedback from the community revealed that almost 80% of stakeholders wanted to see public art exploring natural environment and conservation, which is the subject matter of this project. Additionally, the project addresses social and cultural dynamics, history, and the future of Mariposa, which are also important themes for the community.

This project is not meant to tell the whole story of Mariposa's history but is part of a broader effort to develop and fund projects that tell a nuanced and comprehensive story about Mariposa's past, present, and future. This project is additive and supports the Mariposa Creek Parkway, a District 4 priority project, particularly the landscape restoration effort. The Southern Sierra Miwuk Nation is a strong partner in this effort, particularly in the landscape restoration and community wildfire mitigation strategy that the Creek Parkway entails. The plants and animals represented in the murals and gateways are those being reintroduced to the Creek Parkway through the restoration process, providing a beautiful and educational representation of the natural environment and conservation of our community.

The funding for this project is from Caltrans' CleanCA project, which is a rare and unique opportunity to bring world-class art to communities across California. This funding will allow local artists to collaborate with well-known artists, providing incredible networking opportunities that could lead to future collaborations.

The stakeholder engagement process for this project was extensive and robust, with over 240 substantive statements collected during the public feedback portion. The feedback represents clean, consistent data that should be given proper weight by the Board of Supervisors.

In conclusion, I urge the Board of Supervisors to support this important community mural project. It aligns with County policy, reflects the desires of the community, supports a District 4 priority project, and provides a unique opportunity to bring world-class art to our community.

Thank you for your attention to this matter.

Sincerely,

Alison Tudor

District 4 Resident

Dear Board of Supervisors,

I am writing to express my enthusiastic support for the gateway/mural project proposed for our community of Mariposa. As a resident of Mariposa, I am proud of our town's rich history, which includes mining, gold rush heritage, and agriculture. However, I believe that it is crucial to also acknowledge and celebrate the histories that were erased during the gold rush, particularly the voices of the tribal communities that have long been part of this region.

The proposed mural project exemplifies the artistic and cultural richness of tribal communities that have a significant presence in Mariposa's history. This mural project provides a platform for these communities to share their stories, heritage, and contributions to our community. It is time to give voice to those whose histories were often overlooked or silenced during the gold rush era, and this mural project is an excellent opportunity to achieve that.

Furthermore, I appreciate that the mural project is a low-stakes way to ensure that these voices are heard. It is not a political action but rather a form of beautiful art that can serve as a reminder of our diverse community's history and contributions. The gateway/mural project will add cultural value and enhance the artistic aesthetic of our town, while also promoting inclusivity and representation.

I would also like to commend the efforts made to involve the community in the project. I was pleased to learn that the mural project was advertised to the community for input with plenty of notice and availability. I personally had the opportunity to stumble upon one of the community outreach stakeholder events while out for coffee one weekend, and it was heartening to witness the inclusive and collaborative approach taken in developing the mural project.

In conclusion, I strongly support the gateway/mural project and urge the Board of Supervisors to approve and facilitate its implementation. This project not only celebrates the artistic and cultural heritage of tribal communities but also fosters inclusivity, representation, and community engagement. I believe that this mural will be a valuable addition to our town and a meaningful step towards giving voice to those whose histories have been previously silenced.

Thank you for considering my support for the gateway/mural project in Mariposa. I look forward to witnessing this beautiful artwork come to life and the positive impact it will have on our community.

Sincerely,

Kate Hall

From:	Danielle Bondshu
To:	Danette Toso; Miles Menetrey; Rosemarie Smallcombe; Shannon Poe; Wayne Forsythe
Cc:	Steve Dahlem; Dallin Kimble; Steve Engfer; Mikey Goralnik; Hannah Harrison
Subject:	FW: Letter of support
Date:	Tuesday, May 9, 2023 12:51:59 PM

Please see below.

Sincerely,

Danielle Bondshu
Clerk of the Board
(209) 966-3222

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

From: Kelley Marty <kelmar42@hotmail.com>
Sent: Tuesday, May 9, 2023 12:18 PM
To: Danielle Bondshu <dbondshu@mariposacounty.org>
Subject: Letter of support

You don't often get email from kelmar42@hotmail.com. Learn why this is important

Hi Danielle-

Can you please distribute this letter of support to the Board of Supervisors? Thanks so much!

Dear Supervisors,

I am writing to express my support for the Caltrans's gateway and mural project proposed for District 4. This is an exciting project and a unique opportunity to invite world class artists to Mariposa to develop quality public art that celebrates our landscape and community. I applaud how the project is directly connected to the restoration of Mariposa Creek and the Mariposa Creek Parkway's continued development. I am also thrilled to see the Southern Sierra Miwuk Nation represented in this project. I am aware of the significance of Mariposa Creek to the Tribe and the important role the Tribe is playing in the restoration of this riparian corridor. I think this project is thoughtfully designed, resonates, beautiful and timeless. Kudos to the County for securing the funding for this project and all those who are working to bring it to fruition. I'm excited to see this project move forward!

Sincerely,

Kelley Marty, District 3 Resident

From:	Danielle Bondshu
To:	Danette Toso; Miles Menetrey; Rosemarie Smallcombe; Shannon Poe; Wayne Forsythe
Cc:	Dallin Kimble; Steve Dahlem; Mikey Goralnik; Hannah Harrison; Steve Engfer
Subject:	FW: Letter of Support
Date:	Tuesday, May 9, 2023 12:52:37 PM

Please see below.

Sincerely,

Danielle Bondshu
Clerk of the Board
(209) 966-3222

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

From: Tyson Wellcome <tyson@ALLIANCE4YOU.ORG>
Sent: Tuesday, May 9, 2023 12:23 PM
To: Danielle Bondshu <dbondshu@mariposacounty.org>
Subject: Letter of Support

Hi Danielle! Do you mind ensuring that this letter of support gets to the entire board? Thank you!!

Dear Board of Supervisors,

I'm writing to express my excitement about the Caltrans mural and gateway features in District 4. Thank you for working hard to secure this funding and thank you for attaching such stellar artists to the project. I love and truly appreciate the design concepts and how they connect to the Mariposa Creek restoration project and the work being done on the Mariposa Creek Parkway. I am particularly pleased to see the Southern Sierra Miwuk so thoughtfully and intentionally represented in these pieces. For 20+ years I have worked with local tribal youth and am painfully aware of the generational trauma they suffer. This project will have an incredibly healing and profoundly positive impact on these young people as it will communicate to them that they belong, the County of Mariposa values and honors their community, who are the first people of this region. Thank you to the County staff and leadership who put this project together - I can't

wait for it all to be installed.

Sincerely,

Tyson Wellcome, District 3 resident

(He/Him/His)
Program Director for
Ethos Youth Center & Pathos Screen Printing

From:	Danielle Bondshu
To:	Danette Toso; Miles Menetrey; Rosemarie Smallcombe; Shannon Poe; Wayne Forsythe
Cc:	Steve Dahlem; Dallin Kimble; Steve Engfer; Mikey Goralnik; Hannah Harrison
Subject:	FW: CalTrans Gateway and Mural Project
Date:	Tuesday, May 9, 2023 12:53:21 PM

Please see below.

Sincerely,

Danielle Bondshu
Clerk of the Board
(209) 966-3222

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

From: Sue Overstreet <soverstreet1@tds.net>
Sent: Tuesday, May 9, 2023 6:21 AM
To: Danielle Bondshu <dbondshu@mariposacounty.org>
Subject: CalTrans Gateway and Mural Project

You don't often get email from soverstreet1@tds.net. Learn why this is important

To: Mariposa County Board of Supervisors
From: Sue Overstreet, Community Member

Re: CalTrans Gateway and Mural Project

I am writing in support of this important project which is being considered for approval in the near future. The following expresses my opinions of the project:

- This project is a very special opportunity to bring artwork created by world class artists to our community. This will be a benefit for local businesses and local artists who will enjoy networking and collaborative opportunities with the artists attached to

this project. Additionally, the artists the County selected for this project have worked closely with the Southern Sierra Miwuk Nation and the plants, animals and practices featured in the artwork are cultural important to the Southern Sierra Miwuk Nation, the local ecology, and are beautiful and iconic to this region and the designs reflect the desires of our Tribal community, particularly our Tribal Elders.

- This project is not meant to be representative of the whole of Mariposa, but rather to explore in detail the natural ecology of Mariposa Creek and the relationship Southern Sierra Miwuk have with this landscape. It is also meant to be timeless, not historic.

- This project offers an opportunity to represent and uplift the Southern Sierra Miwuk who are the first people of Mariposa County, who have and continue to stewarded the region's land and water, and who are a vital, vibrant contemporary Tribal community and play a critical role in the large Mariposa community.

Much information has been communicated by a few residents which is incorrect and hurtful. This is unfortunate. Please consider the above as a counter balance to the misinformation.

From:	Danielle Bondshu
To:	Danette Toso; Miles Menetrey; Rosemarie Smallcombe; Shannon Poe; Wayne Forsythe
Cc:	Dallin Kimble; Steve Dahlem; Steve Engfer; Mikey Goralnik; Hannah Harrison
Subject:	FW: My support for the Caltrans mural and gateway features project
Date:	Tuesday, May 9, 2023 4:09:32 PM

Please see below.

Sincerely,

Danielle Bondshu
Clerk of the Board
(209) 966-3222

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

-----Original Message-----
From: June McCrory <earthtojuniper@gmail.com>
Sent: Tuesday, May 9, 2023 3:13 PM
To: Danielle Bondshu <dbondshu@mariposacounty.org>
Subject: My support for the Caltrans mural and gateway features project

[You don't often get email from earthtojuniper@gmail.com. Learn why this is important at https://aka.ms/LearnAboutSenderIdentification]

Hi Danielle,
Could you kindly forward this to all the supervisors?
Many thanks,
June from Sticks

Dear Mariposa County Supervisors,

I am writing to share my support for the Caltrans mural and gateway features project scheduled to be installed in the town of Mariposa. As an artist, musician, mother and active community member I find this project exciting and inspiring. I especially appreciate the intelligent connection to the restoration of Mariposa Creek and the development of the Mariposa Creek Parkway.

And I find this first of many proposed projects' nod to the Southern Sierra Miwuk Nation beautiful, especially since Mariposa Creek is a place of deep significance for the Tribe and they are currently playing a critical role in the restoration process.

I am also thrilled that this project has carefully selected high caliber, thoughtful artists. What an incredible opportunity for Mariposa and what an asset for our community.

Bravo to all those who developed this project and have pushed it forward. This project is quite special and I am very excited for it to be completed.

Sincerely,

June McCrory, Resident of District 4

June McCrory
Certified Grief Recovery Method Specialist
5078 Bullion Street
Mariposa, Ca 95338
(415)246-4389

Dear Mariposa County Board of Supervisors,

I am writing to express my full support for the County's Gateway and Mural Project, which is part of Caltrans Clean California initiative. The project is an incredible opportunity to bring artwork created by world-class artists to our community, benefitting local businesses and artists who will have networking and collaborative opportunities with the artists involved.

I find it especially impressive that the murals and gateway project in Mariposa directly relates to the ongoing landscape restoration efforts along Mariposa Creek as part of the County's wildfire mitigation project. This initiative provides a unique opportunity to showcase and honor the Southern Sierra Miwuk, who were the original inhabitants and caretakers of Mariposa County. It is inspiring to see the County partnering with the local tribal community to restore and protect the ecosystem against fire, and I am proud to be a resident of a county that is at the forefront of this effort.

I understand that a few residents have expressed their disagreement with the representation of the Miwuk in the mural, citing that the tribe did not build the town of Mariposa. However, I believe that their opposition stems from a few misunderstandings about the mural's intent and its role in depicting the history of Mariposa County.

To begin with, it's important to note that the mural is not the only artwork in Mariposa, so it doesn't have to represent everything about the county. Instead, this project is a thorough examination of the natural ecology of Mariposa Creek. Its purpose is to be timeless, not historical, and to honor the connection between the Southern Sierra Miwuk and the landscape. In my opinion, this broader approach adds depth and interest to Mariposa. While the gold rush history is fascinating and significant, it tends to dominate the art and culture scene in the Sierra foothill towns. Let's aim to be more diverse and intriguing than that.

Furthermore, it is important to recognize that the gold rush is not the beginning point of Mariposa history, and the mural is not meant to be representative of the whole of Mariposa. Rather, different stories will be told in different places, according to each community’s preferences and desires. The hope is that this is the first of many art installations, and that everyone will eventually see something that speaks to them. A broad and inclusive representation of all peoples, cultures, industries, and landscapes is a benefit to Mariposa, whereas a narrow understanding of these things limits us.

This project is in direct alignment with the multiple adopted County plans and policies, promoting the County's economic, ecological, social, and cultural vitality. By engaging artists and embedding artistic practice into the community experience, the County supports a culture of creativity that contributes to livability in Mariposa County.

In conclusion, I would like to urge you to continue to support the Mariposa County Gateway and Mural Project. It is a unique and valuable project that will bring joy and pride to our community, while also promoting the County's economic and cultural vitality. Thank you for your time and consideration.

Sincerely,

Carolin Frank, Catheys Valley

Rose Fluharty, MScN
Clinical Nutrition & Food as Medicine

May 11th, 2023

To: Mariposa County Board of Supervisors
5100 Bullion Street
Mariposa, California 95338

From: Rose Fluharty, District 3 Resident
P.O. Box 1398
Mariposa, California 95338

Re: Clean CA Gateway and Murals

To the Mariposa County Board of Supervisors:

Thank you for your continued focus to improve our County, through policy change and listening to your constituents. I am writing today to specifically applaud your recent accomplishment in securing a grant for the Clean CA Gateway and Murals project. When our Governor opened this funding stream in late 2021, I had high hopes for Mariposa County being a recipient.

My expectations have been far exceeded by the process through which you all have chosen a contractor for this project, while closely following the adopted recommendations from the years of work done by the Creative Placemaking Strategy committee. This is a great example, in my opinion, of representing the experts in our community. Thank you, again.

In addition, the stakeholder engagement process steered by the Mariposa County Arts Council fostered an inclusive approach that allowed for hundreds of community members like myself to provide our feedback in person, and online. As a person with a Community Health Education background, I was delighted to see this respectful approach to the introduction of this project. The time spent by the Mariposa County Arts Council in listening to our tribal members from the Southern Sierra Miwuk Nation provided a new level of investment that I would encourage future projects to follow as an example.

In the near future I look forward to seeing more diverse and place-based education in our community such as the Clean CA Gateway features, and murals.

Sincerely,

Rose Fluharty, MScN
Clinical Nutritionist
rosefluhartynutrition@gmail.com

May 10, 2023

Dear Board of Supervisors,

I am a resident of District 3 and a public health educator and I am writing to share my support for the Caltran Clean CA mural and gateway features proposed in District 4. I am deeply appreciative of how this public art project is directly connected to the Mariposa Creek Parkway, specifically the landscape restoration project at work on the Creek Parkway and the increased pedestrian/active transportation assets the further development of the Creek Parkway promises, both of which will support significant positive public health outcomes for our community. I think it is quite clever of the County to use designs that highlight the native plants being reintroduced to the Mariposa Creek through the restoration process in these public art pieces as a means to direct pedestrian traffic to the Creek Parkway and to educate people about the animals who make this riparian corridor their home. In this moment of deep polarization, this project celebrates our region's natural landscapes which is something we all share and appreciate and honors the Southern Sierra Miwuk who historically and presently protect and steward our most precious natural resources.

Thank you,

Kelly Harrison, District 3 Resident

From:	Danielle Bondshu
To:	Danette Toso; Miles Menetrey; Rosemarie Smallcombe; Shannon Poe; Wayne Forsythe
Cc:	Steve Dahlem; Steve Engfer; Dallin Kimble; Hannah Harrison; Mikey Goralnik
Subject:	FW: Proposed mural and installation projects
Date:	Thursday, May 11, 2023 12:28:19 PM

Please see the below comments.

Sincerely,

Danielle Bondshu
Clerk of the Board
(209) 966-3222

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

From: kevin spach <kevinspach@gmail.com>
Sent: Thursday, May 11, 2023 10:15 AM
To: Danielle Bondshu <dbondshu@mariposacounty.org>
Subject: Proposed mural and installation projects

You don't often get email from kevinspach@gmail.com. Learn why this is important

Hello Danielle,

This message is regarding the proposed Arts Council mural/installation project. Please distribute it to the County Board of Supervisors.

My name is Kevin Spach and I have lived in Mariposa County for over ten years and the last five in Mariposa/Midpines as well as spending part of my childhood as a county resident. I feel the murals and installations proposed by the Arts Council will be a great addition to the visual makeup of our town. The subject matter celebrates the natural beauty of the plants and animals of our amazing ecosystem along with the cultural significance they hold for the indigenous culture we are lucky to enjoy this place alongside. The artistry involved seems top-notch based on the concept designs and other projects created by the muralist. I strongly support the project and I hope you will give it the go-ahead. It has the approval of most of our community and the

few who oppose it are misguided in their understanding of its meaning. It does not take away from mining or pioneer history to create a piece of art celebrating another aspect of our community. If we need a mural celebrating the courthouse, we can create another one. It does not hold water to say that replacing a faded representation of a still-standing building somehow erases history. There are many visual reminders of pioneer pride throughout Mariposa and the overarching theme is that of a mining, cowboy town. This feel will remain intact with the addition of the new art pieces and the diversification of content will only enrich the existing visual framework. Please support the proposed mural and installation project!

Thank you for your consideration

Kevin Spach

Letha Kay Goger
3908 Ben Hur Road, Mariposa, CA 95338
Supervisor District 3

Mariposa County Supervisors
c/o Danielle Bondshu
Clerk of the Board

SUBJECT: Caltrans Clean CA / Mariposa County Planning Department Gateway Project

Dear Mariposa County Supervisors:

The historical, social and economic value of a community is strengthened when its residents and visitors understand and appreciate the rich value of its cultural and natural heritage. The county has undertaken several notable projects over the past few years that work toward building such understanding and appreciation; especially notable is the landscape scale work underway on the Mariposa Creek Parkway that will restore the creek's natural habitat and ecology and that recognizes the importance of the creek and its unique flora and fauna to the Southern Sierra Miwuk and to the health and well-being of our community.

The Caltrans Clean CA project is well designed to enhance and extend upon the work already underway. I want to thank the supervisors for applying for the Caltrans Clean CA grant and congratulate you for being awarded these funds. I'm excited about the high caliber artists that are a part of this project and I believe the resulting artifacts in our community will capture our community's natural and cultural history, beautifully complementing the strong representation across Mariposa of our rich Gold Rush and mining history. In combination, I believe both residents and visitors will gain an even greater sense of the unique natural and cultural history of Mariposa, resulting in an even stronger sense of place and greater economic and social health in our communities.

There have been several misguided and inaccurate public comments that have circulated about the project. As such, I wanted to let you know that I greatly appreciate your leadership in this area and that I thank you for continuing to take steps to build our community's vitality, and our economic and social well-being.

Very sincerely,

Letha K. Goger

Letha K. Goger

May 11, 2023

Mariposa County Board of Supervisors
c/o Danielle Bondshu
Clerk of the Board
Mariposa County Board of Supervisors

RE: Letter of Support - Caltrans Clean California Gateway and Mural Project

Dear Board of Supervisors,

Please accept this letter in support of the Mariposa County's Caltrans Clean California Gateway and Mural Project. One of the joys of being a 40-year resident in District 3, has been the effort County leadership has provided in cultivating community enrichment opportunities throughout the County. Mariposa is truly blessed that a community as small as ours has excelled in promoting our rich cultural and natural resources. I see the County's leadership in securing the Caltrans Clean California project as part of that legacy. I am especially excited to see the focus of the rich heritage of our Southern Sierra Miwuk peoples and their connection to our rich natural history.

I am in full support of this project and the process the County has untaken to elicit the community's input and hope each Supervisor will heartily support this project.

Sincerely,

Dave Goger

Kristina Rylands

4647 Indian Peak Road, Mariposa, CA 95338 rylands@sti.net

May 16, 2023

Dear Mariposa County Board of Supervisors,

I am a 30-year resident of District 4 and am writing to you today to express my support for the Gateway Features Mural project as it has been envisioned. It is my understanding that there has been some opposition expressed regarding the focus of the project, which I feel is unfounded and unfair.

Stories told through artistic expression are incredible ways to draw visitors and residents alike into the human and natural history of this area. When we consider stories, we like to see some of ourselves reflected. Looking around Mariposa County today, there is nothing but homage paid to its mining and extraction history; we're marketed as a "Gold Rush" town. Human history dates back as much as 9,000 years to the first people who made Mariposa and the Yosemite region home, yet that story is not apparent. This mural project will benefit local businesses and local artists who will collaborate with the Southern Sierra Miwuk Nation on telling stories about the important natural and cultural history from this unique–and underrepresented–voice in our community. Embracing the story of Mariposa's indigenous community and sharing it with the world through art could be a source of tremendous community pride, as we show ourselves as a community inclusive of diverse histories and perspectives.

No one art project can be intended to tell the entire Mariposa County story. To that end, it is my understanding that the successful completion of this project is vital for securing additional funding to continue these kinds of community art projects throughout the County. I'm looking forward to learning more about my community through this and future initiatives. It is an outstanding opportunity to activate the excellent work of the Creative Placemaking Strategy and the Mariposa Creek Parkway Master Plan, two County initiatives that this board has already embraced.

I heartedly urge you to support this project.

Sincerely,

Kristina Rylands

Letter of Support – Hwy 140 Murals and Signage
Jazzmyn Gegere
District 5
5/30/2023

To whom it may concern:

I wanted to write a letter of support for the Highway 140 Gateway Mural Project. This project highlights the natural ecology that keeps Mariposa fresh, beautiful, and unlike any other. As the gateway to Yosemite National Park, where beauty and wonder is facilitated by nature, its only logical to follow suit and shine a spotlight on similar aspects of Mariposa County.
This will give way to a much broader interpretation of what makes Mariposa County special and is inclusive of many demographics. This will also set the tone for what we, as Mariposan's, put value on and give respect to. A notion that we have, and will always, care for our land, water, animals, and all natural resources that make up the very diverse landscape that is Mariposa County.

Jazzmyn Gegere
Cultural Resource Preservation Department
Southern Sierra Miwuk Nation
District 5

Andrew Glikin
4944 Owens Creek Road
Catheys Valley, CA 95306
6/8/23

Mariposa County Board of Supervisors
Mariposa County Administration Building
5100 Buillion Street
Mariposa, CA 95338

Subject: Letter of Support for Mariposa County's Caltrans Clean CA Gateway and Mural Project

Dear Mariposa County Board of Supervisors,

I am writing to express my strong support for the Caltrans Clean CA Gateway and Mural Project proposed in District 4 of Mariposa County. As a resident of District 3 and the proud owner and operator of Raw Roots farm (also located in District 3), which provides fresh food to our community, I am particularly interested in County projects that center public health outcomes and uplift our community in a holistic way, as this public art project does.

One aspect that stands out to me is the County's clever approach of incorporating designs showcasing the native plants being reintroduced to Mariposa Creek through the restoration process into the public art pieces. This creative integration not only serves as a wayfinding element for pedestrians towards the Creek Parkway but also serves as an educational opportunity to highlight the diverse array of animals that call this riparian corridor their home. By promoting awareness and appreciation for our region's natural landscapes, this project has the potential to become a unifying force, particularly in times of deep polarization.

Moreover, I believe it is crucial to honor and recognize the historical and ongoing efforts of the Southern Sierra Miwuk in protecting and stewarding our precious natural resources. By celebrating their contributions and deepening our understanding of their cultural heritage, this project acknowledges the vital role they play in preserving the environmental integrity of our region.

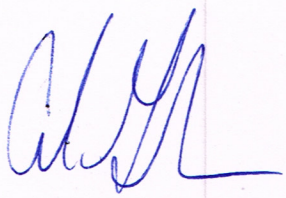
The alignment of this project with the Mariposa Creek Parkway and the landscape restoration initiatives, along with the anticipated enhancement of pedestrian and active transportation assets, presents an exciting opportunity for significant positive public health outcomes in our

community. It is this potential for improved well-being that further strengthens my support for the Caltrans Clean CA Gateway and Mural Project.

In conclusion, I wholeheartedly endorse Mariposa County's efforts in bringing this project to fruition. Its ability to celebrate our shared natural landscapes, the Southern Sierra Miwuk community, and its contribution to positive public health outcomes make it an invaluable asset for our county. I strongly urge the Board to prioritize the successful implementation of this project, recognizing the multitude of benefits it will bring to Mariposa County and its residents.

Thank you for your attention to this matter.

Sincerely,



Andrew Glikin

Lauren Glikin
4944 Owens Creek Road
Catheys Valley, CA 95306
6/8/23

Mariposa County Board of Supervisors
Mariposa County Administration Building
5100 Buillion Street
Mariposa, CA 95338

Subject: Letter of Support for Mariposa County's Caltrans Clean CA Gateway and Mural Project

Dear Mariposa County Board of Supervisors,

I am writing to express my strong support for the Caltrans Clean CA Gateway and Mural Project proposed in District 4 of Mariposa County. As a resident of District 3, where my family operates a small farm providing fresh food to our community, and as the organizer of the Farmer's Market located near the proposed mural locations, I deeply appreciate the connection between this public art project and the Mariposa Creek Parkway. Specifically, I recognize the project's alignment with the landscape restoration efforts along the Creek Parkway and the anticipated enhancement of pedestrian and active transportation assets. These developments will undoubtedly contribute to significant positive public health outcomes for our community.

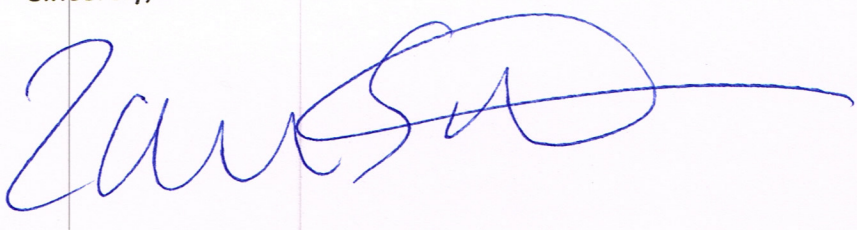
I am particularly impressed by the County's clever approach of incorporating designs that highlight the native plants being reintroduced to the Mariposa Creek through the restoration process into the public art pieces. This thoughtful integration not only serves to direct pedestrian traffic towards the Creek Parkway but also educates people about the diverse array of animals that call this riparian corridor their home. By promoting awareness and appreciation for our region's natural landscapes, this project becomes a unifying force, particularly during a time of deep polarization.

Furthermore, I would like to emphasize the importance of honoring the Southern Sierra Miwuk, who have historically and presently protected and stewarded our invaluable natural resources. By celebrating their contributions and deepening our understanding of their cultural heritage, this project acknowledges the vital role they play in preserving our region's environmental integrity.

In conclusion, I wholeheartedly support Mariposa County's Caltrans Clean CA Gateway and Mural Project. Its alignment with the Mariposa Creek Parkway and landscape restoration initiatives, its capacity to promote positive public health outcomes, and its celebration of our shared natural landscapes and the Southern Sierra Miwuk community make it an invaluable asset to our county. I urge the Board to prioritize the successful implementation of this project, recognizing the numerous benefits it will bring to Mariposa County and its residents.

Thank you for your attention to this matter.

Sincerely,



Lauren Glikin

JAMES M. MASON

5259 Italian Creek Rd.
Mariposa, CA 95338
209-966-2604
Email: jimmason@sti.net

June 9. 2023

Dear Board of Supervisors;

I am a resident of District 4 and I am writing in support of the Gateway Features and Mural Project.

This project is a very special opportunity to bring artwork created by world class artists to our community. This will be a benefit for local businesses and local artists who will enjoy networking and collaborative opportunities with the artists attached to this project. Additionally, the artists the county selected for this project have worked closely with the Southern Sierra Miwuk Nation. The plants, animals and practices featured in the artwork are culturally important to the southern Sierra Miwuk Nation, the local ecology, and are beautiful and iconic to this region and the designs reflect the desires of the Tribal community, particularly the Tribal Elders.

This project is not meant to be representative of the whole of mariposa, but rather to explore in detail the natural ecology of Mariposa Creek and the relationship Southern Sierra Miwuk have with this landscape. It is also meant to be timeless, not historic.

Successful completion of this project is critical in order to pursue and secure additional funding to do similar projects throughout the county. The hope is that this is the first of many art installations, and that everyone will eventually see something that speaks to them. No one project is meant to capture the County's entire story, but rather different stories will be told, in depth, in different places, according to each community's preferences and desires.

This project is in direct alignment with the multiple adopted County plans and policies, most directly the Mariposa County Creative Placemaking Strategy which promotes the County's economic, ecological, social, and

cultural vitality, balancing historic narratives with contemporary ones and reflecting the community's richness and diversity through creative placemaking projects, programs and policies. More specifically, by engaging artists and embedding artistic practices into the community experience.

Sincerely,

James M. Mason

SVCREATES

June 12, 2023

Mariposa County Board of Supervisors Mariposa County Administration
5100 Bullion Street Mariposa, CA 95338

Subject: Support for Mariposa County's Caltrans Clean CA Project

Dear Mariposa County Board of Supervisors,

I am writing on behalf of Silicon Valley Creates, (SV Creates) the local arts agency serving Santa Clara County, to commend the County of Mariposa for successfully securing funding from Caltrans Clean CA and developing a well-designed and integrated gateway and mural project.

SV Creates collaborates closely with the Mariposa County Arts Council to provide support and resources to artists across Central California through programs like the Individual Artist Fellowship. Additionally, we work together to advocate for state resources and funding to be equitably distributed to local communities across California.

As partners of the Mariposa County Arts Council, we have been closely following the various projects taking place in Mariposa County. One project that has captured our attention is the development of the Mariposa Creek Parkway, particularly the landscape restoration and wildfire mitigation efforts led by the Southern Sierra Miwuk Nation. We are inspired by the inclusion of public art and creative placemaking projects that support the restoration of a climate-adaptive native riparian corridor along Mariposa Creek. This approach serves as an inspiration to communities, both rural and urban, across the state.

We are also impressed by the project's focus on uplifting contemporary California Indigenous communities, in this case the Southern Sierra Miwuk. We love how this project highlights the significant role Miwuk play in stewarding the land and water of Mariposa. By representing the Southern Sierra Miwuk Nation in this timeless manner, this project contributes to a more inclusive narrative and recognition of their contributions.

As an organization dedicated to creating professional development opportunities for local artists, we are excited about the networking and capacity building potential that this project offers. It is truly a remarkable opportunity for local artists to be included in the same creative placemaking portfolio as renowned firms like Atlas Lab and Ink Dwell Studio.

Congratulations to the County of Mariposa for successfully securing funding and developing such an exceptionally designed, integrated, and intentional project. The team at SV Creates is closely following your progress and eagerly anticipates witnessing the completion of this remarkable endeavor.

Sincerely,

Alexandra Urbanowski
Director of Strategic Initiatives Silicon Valley Creates

San Benito County Arts Council

June 12, 2023

RE: Letter of Support for Clean CA Project in Mariposa County

To whom it may concern:

This is Jennifer Laine, Executive Director of the San Benito County Arts Council, based in Hollister, CA. I am writing this letter in support of my close colleague, Cara Goger, Executive Director of the Mariposa County Arts Council. Just like the Mariposa Arts Council, we serve as the State-Local Partner to the California Arts Council, our state arts agency, and we are also working closely with the California Department of Transportation on two Clean California Highway Beautification Projects in San Benito County.

The Clean California Program, launched by Governor Newsom as part of his California Comeback Plan, has invested $1.1 billion for state and local governments to clean up trash and debris statewide, beautify community gateways and public areas along highways, streets and roads, and to provide good jobs to thousands of Californians. Unique to this legislation is the incorporation of artists in the statewide beautification effort.

As the local public art administrator on these projects, our role was to collect community input at the start of the project, administer the "request for qualifications," navigate artist contracts and funding with project partners and do ongoing community outreach and engagement through online and in-person surveys, social media posts and public exhibitions. As a close follower of the Mariposa Arts Council, I know that they have done an equal level of community outreach and engagement as a partner to Caltrans since they understand how crucial these steps are to ensuring a successful public art project.

As with any public art project, in a rural, suburban or urban community, there are going to be people who like the artwork and people dislike it. Similarly, despite all efforts at community engagement, there will be some residents who claim to have never heard of the project or will feel left out. This is normal, it is simply a part of the process with public art, and should not be used as a tool to stall or undermine progress. I have full confidence that the Mariposa Arts Council has gone above and beyond with their research, stakeholder engagement, community outreach and other such efforts, to make sure that their Clean CA project is as inclusive and accessible as possible. I also know that they are working hard to ensure that all voices, cultures and peoples are represented in the county. This is critical in building a public art collection that is truly representative of the people and will stand the test of time.

Finally, as a lifelong resident and nonprofit leader in a rural county that shares some similarities with Mariposa County, I know how rare and invaluable it is to be on receiving end of public funding for the arts. Working together with Caltrans on these projects has been a complete windfall for our county where there is no "percent for the arts" or public art fund. San Benito County has been very fortunate to be selected for these projects and it is vital that our elected representatives and community leaders to voice their support- both locally and at the state level- so funding continues to flow into our communities.

In sum, I strongly support the Mariposa Arts Council's Clean CA Project and know that your community will benefit for years to come, as a result of Cara's and her organization's efforts. Should you have any questions, please feel free to reach out anytime at info@sanbenitoarts.org or at 831.636.2787.

Sincerely,

Jennifer Laine
Executive Director

Mariposa County
Board of Supervisors
Mariposa County Administration
5100 Bullion Street
Mariposa, CA 95338

June 13, 2023

Dear Mariposa County Board of Supervisors,

I am writing to express my wholehearted support for the County of Mariposa's Clean CA Gateway and Mural Project. As someone who has been visiting Mariposa regularly for the past ten years and cherishes this special place, I am thrilled to learn about this new initiative that celebrates the natural environment and the Southern Sierra Miwuk Nation.

I have long been troubled by the current mural on the side of the Pizza Factory, which portrays an Indigenous person in sepia tone amidst a mural painted in vibrant colors. This representation has always conveyed a sense that Mariposa views its Indigenous population as historical, rather than contemporary, and this has always left me with a sense of unease. Furthermore, the positioning of this Indigenous person within Yosemite Valley, considering the painful history of the Miwuk's forced removal from the area, is deeply insensitive, particularly for the living Tribal Elders who vividly recall these injustices. It is undoubtedly distressing for them to be reminded of this painful history on a daily basis as they pass by the mural.

In light of these concerns, I was delighted to learn about the gateway feature and mural project that will replace the current mural. It is truly refreshing and heartwarming to see the project's focus on supporting the restoration work being undertaken in the town of Mariposa, led by the Southern Sierra Miwuk Nation. This innovative approach allows us to highlight the region's natural ecology, which has always been one of the main attractions for me in visiting Mariposa, while also recognizing and honoring the contemporary role played by the Southern Sierra Miwuk Nation in shaping Mariposa today. Both the proposed gateway features and murals present an opportunity to replace the discomfort caused by the current mural with a celebration of the stewardship of the region's beautiful ecology by the Southern Sierra Miwuk.

Additionally, I would like to express my admiration for the involvement of Ink Dwell Studio in this project. I am familiar with Jane Kim's remarkable artwork, having encountered her murals in various locations across the country. Each time, I have been left in awe of her talent and ability to capture the essence of the natural world. Having two of her murals grace the walls of Mariposa is undoubtedly a testament to the County's commitment to artistic excellence and is certain to attract more visitors to your town.

I commend the County of Mariposa for undertaking this beautifully designed project, which not only addresses the concerns raised by the current mural but also showcases the natural beauty of our region and honors the Southern Sierra Miwuk Nation. I eagerly look forward to witnessing the realization of this project firsthand during my next visit to Mariposa.

Sincerely,

Sophia Sobko

From: Danielle Bondshu
To: Danette Toso; Miles Menetrey; Rosemarie Smallcombe; Shannon Poe; Wayne Forsythe
Cc: Steve Engfer; Steve Dahlem; Dallin Kimble; Mikey Goralnik; Hannah Harrison
Subject: FW: Letter of Support for Mariposa County Caltrans Clean CA Gateway and Mural Features
Date: Wednesday, June 14, 2023 9:25:05 AM
Attachments: Outlook-aovkki1n.png
Outlook-tqdxlbfu.png

Please see below.

Sincerely,

Danielle Bondshu
Clerk of the Board
(209) 966-3222

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

From: Melissa Horn <Melissa@ALLIANCE4YOU.ORG>
Sent: Tuesday, June 13, 2023 8:46 AM
To: Danielle Bondshu <dbondshu@mariposacounty.org>
Subject: Letter of Support for Mariposa County Caltrans Clean CA Gateway and Mural Features

You don't often get email from melissa@alliance4you.org. Learn why this is important

Dear Mariposa County Board of Supervisors,

I am writing to express my enthusiastic support for the Mariposa County Caltrans Clean CA Gateway and Mural Features project! This endeavor presents a remarkable opportunity to bring world-class artwork to our community, offering numerous benefits for local businesses, artists, and the community as a whole.

The inclusion of renowned artists in this project will undoubtedly elevate our community's artistic landscape. It is a privilege to have such esteemed artists working on this project, and their involvement will undoubtedly contribute to the cultural vitality and artistic growth of Mariposa.

I am particularly pleased to learn that one of the proposed murals will be replacing the current mural on the Pizza Factory building. The existing mural has always troubled me due to its portrayal of our Indigenous population. Its sepia tone and disconnected placement within a vibrant backdrop misrepresent the Southern Sierra Miwuk as a historical relic rather than a thriving and integral part of our community. It is evident that the artist did not consult with the Tribe, resulting in an insensitive depiction. Therefore, I am relieved and delighted that the lead artists for this project have prioritized deep partnership with the Southern Sierra Miwuk, ensuring accurate representation and cultural sensitivity in both the gateways and murals. The designs authentically reflect the desires, aspirations, and wisdom of our Tribal community, paying homage to their legacy and contemporary contributions. I worked extensively with tribes in my previous position at Yosemite National Park to forward initiatives pertaining to co-stewardship of their ancestral homelands. As a gateway town to Yosemite, it would only be appropriate to expect the same compassion and motivation to advance such inclusion in Mariposa and to reflect federal initiatives.

Furthermore, this project presents a valuable opportunity to recognize and honor the Southern Sierra Miwuk as the original inhabitants of Mariposa County. Their stewardship of the land and water, alongside their vibrant and enduring Tribal community, deserves celebration and acknowledgement. By showcasing their integral role in our larger Mariposa community, we can foster a deeper understanding and appreciation of their rich culture. The countless nods to post gold rush Mariposa are evident throughout the town. Seeking to primarily highlight events post-Gold Rush is seemingly biased and insulting to populations who associate this "progress" with the attempted destruction of their culture, livelihood, and freedom. Now is the time for Mariposa to prove that it is on the right side of history by showing support and acknowledging the longstanding relationship between Native Americans and this region of the world.

I wholeheartedly support the Mariposa County Caltrans Clean CA Gateway and Mural Features project and urge the Board of Supervisors to continue championing its success. This transformative endeavor has the potential to leave a lasting legacy, creating a cultural and artistic landscape that celebrates our community's unique heritage and diverse identities.

Thank you for your dedication to the arts, culture, and the community of Mariposa.

Sincerely,

♡ Melissa Horn

Melissa Horn | *Training Program Specialist*

Mariposa Heritage House | Alliance for Community Transformations

From:	Danielle Bondshu
To:	Danette Toso; Miles Menetrey; Rosemarie Smallcombe; Shannon Poe; Wayne Forsythe
Cc:	Dallin Kimble; Steve Engfer; Steve Dahlem; Mikey Goralnik; Hannah Harrison
Subject:	FW: Letter of support for Mariposa County Clean CA Gateway and Mural Project
Date:	Wednesday, June 14, 2023 10:18:32 AM

Please see the below.

Sincerely,

Danielle Bondshu
Clerk of the Board
(209) 966-3222

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

From: Laura Lynn La Notte-Hays <3lhays@gmail.com>
Sent: Tuesday, June 13, 2023 7:51 PM
To: Danielle Bondshu <dbondshu@mariposacounty.org>
Cc: cara Goger <goger@mariposaartscouncil.org>
Subject: Letter of support for Mariposa County Clean CA Gateway and Mural Project

You don't often get email from 3lhays@gmail.com. Learn why this is important

Please share my letter with the entire board. Thank you.

Dear Mariposa County Board of Supervisors,

I am writing as a long-time resident of District 3 to express my enthusiastic support for the proposed Clean CA gateway and mural project. I am quite delighted to learn that the current mural on the side of Pizza Factory will be replaced by this new project.

I was particularly impressed with the strong emphasis on stakeholder input throughout the project's development. Having had the opportunity to participate in the stakeholder engagement process, I was heartened by the dedication to gathering diverse perspectives and incorporating them into the design concepts. This inclusive approach not only strengthens community bonds but also ensures that the final project truly represents the values and aspirations of our residents. The project is intended to add to the rich history of our county, rather than erase or alter any of it.

With respect to the designs, I was particularly drawn to the dynamic movement incorporated into the northern gateway elements that represent the Flicker feather. Additionally, the mural that includes the word "Uuchum" meaning "Home" in Miwuk serves as a powerful reminder of the enduring presence and significance of the Miwuk community in our region.

As an educator, I am thrilled by the educational opportunities embedded within this project. It provides a valuable platform to educate our community about our natural ecosystems and the essential role of the Southern Sierra Miwuk in land stewardship. By weaving together art and education, this project not only enhances our visual landscape, but also enriches our collective knowledge and appreciation for our surroundings.

I would like to express my gratitude to the County for securing the necessary funding to realize this project. Additionally, I commend the efforts in attracting accomplished artists who will bring their unique talents to this endeavor while seeking local artists to help in the completion of the project.

In conclusion, I wholeheartedly support the Mariposa County Clean CA gateway and mural project. I commend the County for its commitment to community engagement, its vision in showcasing the natural beauty of our county, and its recognition of the invaluable contributions of the Southern Sierra Miwuk.

Thank you for your dedication to our community. I look forward to witnessing the positive impact it will have on Mariposa County.

Sincerely,

Laura Lynn LaNotte-Hhya

L.L.La Notte-Hays
3lhays@gmail.com

ARC
ARCHAEOLOGY
RESOURCES & CULTURE

Dr. Sandra Gaskell, RPA #15296 SAA #67574963 ▪ Registered Professional Archaeologist
2601 Oakdale Road, H2-117, Modesto, CA 95355 ▪ 209-614-2505 ▪ arcresours@gmail.com

RE: Statement of Support for the Mariposa County Gateway Project

TO: Mariposa County Board of Supervisors

June, 14, 2023

After having served in various capacities in Mariposa County during preservation efforts and as a partner to the Southern Sierra Miwuk Nation, this letter of support is offered to further the recognition of the rich heritage of the first county of California. Along with the work performed in cooperation with the Cal Fire archaeologists and other agencies during preservation efforts, the presentation of the progress in preservation efforts of California Transportation Department support of the Gateway and Mural Project has elevated the status of our local heritage.

Since the work of archaeology is a confidential and private matter, over the past 20 years working with the local community of the Southern Sierra Miwuk people, the historic significance of their influence in the environment before and during the Gold Rush has been evident. The project being proposed has been designed and developed with all layers of the history of Mariposa County and the city of Mariposa (*Kasumati*) and the surrounding settlements nearby also holding indigenous names. The meshing of the past and present will be an interesting exhibit for visitors to the county and bring an understanding of how the environment has changed, bringing awareness to preservation efforts for the future.

In addressing the civilization of the people of Mariposa, the area was named after the salmon which were plentiful in the nearby waterways. The Gold Rush brought about an end to the free-flowing waterways and limiting the abundant food supply that *Kasumati* was named after. The history of the indigenous settlements around the county has been suppressed because of the confidential nature of what these places represent. I can attest to the existence and locations and the populations of certain larger settlements within the areas now named Mariposa. The beginnings of American civilization can be celebrated along with the indigenous people who remained working in the community since 1850.

Dr. Sandra Gaskell, RPA 15296 Founding Member
Principal Investigator, ARC Archaeology

Sandra Gaskell

Mariposa County Board of Supervisors
Mariposa County Administration
5100 Bullion Street
Mariposa, CA 95338

Dear Mariposa County Board of Supervisors,

I am writing in support of the Mariposa County Caltrans Clean CA Gateway and Mural Features project. I have lived in Mariposa for 24 years and was raised in the heart of town. This place is deeply important to me and continues to inform my character, and this new project feels particularly essential to our community: In addition to providing Mariposa with visible, exceptional artwork by renowned artists and positively impacting the local economy, this project stands as an indisputable opportunity for our community to represent our collective values and creative voice.

I am relieved to know that the proposed murals will replace the current work on the side of the Pizza Factory building. Namely, it's embarrassing and out-of-touch to continue to represent our Indigenous community with archaic iconographic portraits. The current mural depicts what appears to be a Plains Indian tucked into a Yosemite background, which is historically inaccurate (ironic, seeing as Mariposa prides itself on our history and integrates our tourism models with our historical importance…) and insensitive to the violent forced removal of the Southern Sierra Miwuk from their ancestral homeland in Yosemite. Not only that, but the depiction isn't compositionally effective: The brown monochromatic style falls flat against the comparatively colorful imagery surrounding it, depriving the "native representation" of metaphorical and literal value. And this is just one of the many compositional, cultural, and long-standing functional issues with this mural.

I am comforted and moved that the lead artists for the new, proposed mural and gateway elements have worked closely with the Southern Sierra Miwuk community on conceptual design that honors their contemporary culture in a respectful and gentle way. InkDwell Studio and Atlas Lab are high-level partners who are helping to elevate Mariposa's cultural arts on a state and national level. The designs genuinely reflect the desires and aspirations of our Tribal community, with a specific focus on the wisdom of our Tribal Elders and our spectacular local ecology. Their responsible stewardship of the land and water, along with their vibrant contemporary Tribal community, is absolutely a point of honor for Mariposa County. I'd like us to be known for this - that we are more than the sum of our parts - linked inexorably by land and connected by empathy for everyone who calls this place home.

I wholeheartedly support the Mariposa County Caltrans Clean CA Gateway and Mural project and urge the Board of Supervisors to continue advocating for its success.

Sincerely,
Daisy Wellcome

From:	Danielle Bondshu
To:	Danette Toso; Miles Menetrey; Rosemarie Smallcombe; Shannon Poe; Wayne Forsythe
Cc:	Dallin Kimble; Steve Engfer; Steve Dahlem; Mikey Goralnik; Hannah Harrison
Subject:	FW: Letter of Support - Gateway Features and Mural Project
Date:	Wednesday, June 14, 2023 11:07:51 AM

Please see the below.

Sincerely,

Danielle Bondshu
Clerk of the Board
(209) 966-3222

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

From: Sara Sutherland <saramariesutherland@gmail.com>
Sent: Wednesday, June 14, 2023 10:51 AM
To: Danielle Bondshu <dbondshu@mariposacounty.org>
Subject: Letter of Support - Gateway Features and Mural Project

You don't often get email from saramariesutherland@gmail.com. Learn why this is important

Mariposa County Board of Supervisors Mariposa County Administration 5100 Bullion Street Mariposa, CA 95338

Subject: Letter of Support for Mariposa County's Caltrans Clean CA Gateway Features and Mural Project

Dear Mariposa County Board of Supervisors,

I want to share my wholehearted support for Mariposa County's Caltrans Clean CA Gateway Features and Mural project. I love Mariposa and follow what's going on in town closely and the proposed gateway features and mural project, focusing on the native riparian ecology of Mariposa Creek and the Southern Sierra Miwuk Nation,

makes me feel proud that the community of Mariposa is embracing a more complex historical view and is utilizing public art to represent this growth.

As someone who grew up in Mariposa, I hold a profound connection to this place. However, I have always struggled with the intolerance and narrow view of history that pervades the town. These dynamics have left me feeling uncomfortable and disheartened. One prime example is the current mural on the Pizza Factory building, which portrays an Indigenous person in Yosemite in a style reminiscent of old black and white photography, juxtaposed against other brightly colored iconic Mariposa images. This is embarrassing. It suggests that we perceive our Indigenous community as a historical relic and a one-dimensional one at that. I cannot fathom the impact it must have on tribal members to encounter such a depiction daily. Furthermore, the Indigenous person depicted does not accurately represent the Southern Sierra Miwuk. It is evident that Miwuk leadership and culture keepers were not consulted during the creation of this mural.

I have been so proud and impressed by the more expansive and representative work of recent years. I felt proud that a small mountain town - MY small mountain town - was working to become more inclusive.I was excited to learn that Mariposa County plans to replace this mural with a new one designed in partnership with tribal leaders and elders, addressing the vital importance of the tribe in both historical and contemporary contexts. This new mural will be accompanied by another mural and two gateway features, all engaging in a thoughtful and cohesive dialogue. The brilliance and well-conceived design of this project are truly inspiring. I was particularly thrilled to discover that Jane Kim, of Ink Dwell Studio, is one of the lead artists involved. The idea of having not just one, but two Jane Kim murals in my hometown is truly amazing. Mariposa's ability to attract such a renowned artist speaks volumes about the good work happening here.

Additionally, I commend Mariposa County for utilizing public art to support the landscape restoration and wildfire mitigation efforts taking place along Mariposa Creek, spearheaded by the Southern Sierra Miwuk. It is a wonderful way to educate the public about the significance of nurturing climate-adaptive landscapes as an effective means of mitigating wildfires. This project's beauty and purpose draw me closer to Mariposa and fill me with a sense of pride.

I urge the Mariposa County Board of Supervisors to provide unwavering support for this project throughout its completion. By doing so, you will not only honor the Southern Sierra Miwuk Nation but also foster an inclusive and culturally sensitive environment within our community.

Sincerely,

Sara Sutherland

Mariposa County Board of Supervisors
Mariposa County Administration
5100 Bullion Street Mariposa, CA 95338

Subject: A Voice in Support of Mariposa County's Caltrans Clean CA Project

Dear Mariposa County Board of Supervisors,

My name is Andra Kovacs, and I am a Mariposa resident, in District 3, writing to you today to ask that you represent my voice, and the voice of our community in supporting Mariposa County's Caltrans Clean CA Gateway and Mural project. Of the many ambitious and important projects I have seen the leaders of this county undertake, this one is among the most impressive, and valuable for our community.

Over the past two years, with the full support of your Board of Supervisors, this project has been a constantly collaborative process. I deeply admire the way that you all have worked towards uplifting our county through the intersection of art, history, conservation, economic vitality and human health. It is remarkably unique and only possible through strong community leaders, such as yourself, taking the complexity into hand and designing a simple, powerful plan for the future.

Among the many excited conversations I have both observed and participated in around the restoration happening in Phase III segment of the Mariposa Creek Parkway, as well as the Gateway and Mural Project—there is one conversation that stands out. I volunteer at Ethos Youth Center, where many of the young people have deep connection to the creek, as one of the few spaces they can go to be in nature within walking distance. I was standing outside of the Youth Center when one student returned from the creek with a bright, beautiful feather in their hand. They showed it to a peer, who excitedly shared that it was a Flicker feather, then pointed out the many holes in the walls of Ethos's building and shared that these burrows were all created by the Flicker. They went on to discuss the Gateway project, and how Flickers would be highlighted. There was an excitement in the voice of the young person sharing about their local knowledge—obviously delighted by their connection to place and their awareness of community development. And the other young person, feather in hand, now had an understanding of how their own direct experience with their hometown would be represented to all those who come through, and how it was the very basis for the county's future planning.

This, to me, is what makes a strong community. And I see the partnership with Atlas Lab, Ink Dwell Studio, and the Mariposa Arts Council to be fortifying this important inter-generational involvement, as well as maintaining an aesthetic consistent with the historic and native ecologies of Mariposa county.

This project holds an integrity with the present life and more-than-human community of Mariposa county, while also providing a simple and meaningful appreciation for the historic and present day indigenous people who revere the very community which this project uplifts. It provides an honest and respectful balance to our county's oftentimes post-colonial focus, while centering the present day ecosystem which we all love, and allows us to build hope and foundation for a thriving future. I ask you all, as our Board of Supervisors, to take into consideration the great strides this project has made already in honoring our county, and urge you to continue supporting this project to completion.

Thank you,
Andra Kovacs

Mariposa County Board of Supervisors

Mariposa County Administration

5100 Bullion Street Mariposa, CA 95338

June 14, 2023

Subject: Letter of Support for Mariposa County Caltrans Gateways and Mural Projects

Dear Mariposa County Board of Supervisors,

I am writing to express my excitement for the Mariposa County Caltrans Gateways and Mural Projects. As a long-time visitor to Mariposa for over 13 years, my family and I have been captivated by the natural beauty of the region and the welcoming community that we consistently encounter during our visits. We closely follow the developments in Mariposa and are delighted by the recent expansion of the Grove House and the opening of Sticks Coffee and the Little Shop of Ramen, which have added to the appeal of your town. Being a commercial and wedding photographer by profession, I have witnessed firsthand how these new establishments are attracting more people and bringing vibrancy to your community.

Among the exciting developments in Mariposa, I was thrilled to learn about the funding awarded from Caltrans's Clean CA initiative to support the development of gateway features and murals. As someone who travels extensively for work, I have observed that the most culturally rich and vibrant towns and cities often boast robust public art programs that engage people and inspire them to learn more about the places they visit, just as your proposed project does.

The fact that these gateway features and murals will focus on the natural environment and the Southern Sierra Miwuk Nation fills me with even greater excitement. The proposed project's integration with the ongoing restoration of Mariposa Creek and its recognition of the Southern Sierra Miwuk Nation as a vital part of Mariposa's contemporary community demonstrate a profound understanding of the town's heritage and the importance of preserving and honoring it. I have taken the time to delve into the details of the project, and I deeply appreciate its timeless design, which will undoubtedly inspire curiosity and inquiry for generations to come. This brilliantly conceived project will be a significant asset to your community and will further enhance Mariposa's reputation as a place that values its natural surroundings and diverse cultural heritage.

I would like to extend my heartfelt congratulations to Mariposa County for securing an artist of such caliber as Jane Kim from Ink Dwell Studio for this project. Having encountered Kim's remarkable work in my travels, I can attest to the awe-inspiring impact of her art. Mariposa's accomplishment in securing Kim as a lead artist on this project demonstrates the County's commitment to excellence and further highlights the town's growing prominence as a hub for artistic expression and cultural appreciation.

I eagerly look forward to experiencing the final project in person during my next visit to Mariposa. I am confident that the Mariposa County Caltrans Gateways and Mural Projects will contribute significantly to the cultural vitality and economic prosperity of your community.

Thank you for your dedication to creating a thriving and inclusive community that values its natural environment and a representative cultural heritage.

Sincerely,

Bernadette Johnston

Narrative Images CEO

From:	Danielle Bondshu
To:	Danette Toso; Miles Menetrey; Rosemarie Smallcombe; Shannon Poe; Wayne Forsythe
Cc:	Dallin Kimble; Steve Engfer; Steve Dahlem; Mikey Goralnik; Hannah Harrison
Subject:	FW: Letter of Support for Mariposa County"s Caltrans Clean CA Project
Date:	Wednesday, June 14, 2023 4:01:34 PM

Please see the below.

Sincerely,

Danielle Bondshu
Clerk of the Board
(209) 966-3222

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

From: Richard Unis <Richard.Unis@gcccd.edu>
Sent: Wednesday, June 14, 2023 3:53 PM
To: Danielle Bondshu <dbondshu@mariposacounty.org>
Subject: Letter of Support for Mariposa County's Caltrans Clean CA Project

You don't often get email from richard.unis@gcccd.edu. Learn why this is important

Hi Danielle, please forward to all board members, thanks!

Mariposa County Board of Supervisors

Mariposa County Administration

5100 Bullion Street Mariposa, CA 95338

Subject: Letter of Support for Mariposa County's Caltrans Clean CA Project

Dear Mariposa County Board of Supervisors,

This letter is in support of Mariposa County's Caltrans Clean CA project, which has garnered significant attention and admiration across California. Although we are not residents of Mariposa, the work you are undertaking with the Southern Sierra Miwuk Nation, combining landscape restoration, wildfire mitigation, and public art, has captured our attention as a model program. We are aware that our institution has been built on indigenous land and this project in collaboration with the Mariposa Arts Council represents the equity focused initiatives we seek to foster, support, and institutionalize.

In light of the immense suffering that California's Indigenous population has endured and continues to face, projects that uplift, honor, and recognize their critical role in the state's present-day context are essential. Communities that center their tribal populations in their public art initiatives are building inclusivity through creating a space for marginalized historical narratives. The integration of the Southern Sierra Miwuk Nation's contributions in your project is both admirable and commendable. We hope to visit the murals and other projects upon their completion and learn more about your partnership with the Mariposa Arts Council.

Exploring the specifics of Mariposa's proposed project has a lot to offer communities who are also seeking to create more inclusive spaces in terms of representation and educational dialogue. Especially intriguing is how the plants depicted in the mural have been carefully selected as part of a plant palette designed by the Miwuk for reintroduction along the Mariposa Creek corridor. These plants not only enhance the climate adaptability of the ecosystem but also hold immense cultural significance for the Miwuk, particularly in traditional arts such as basketry - a traditional craft that has received global recognition and admiration.

Moreover, the return of the Northern Flicker to Mariposa Creek due to the restoration efforts is a testament to the project's positive impact. The Miwuk's recognition of the Flicker as a steward of the land and a homemaker for other animals adds a profound layer of meaning to its presence. It is refreshing to witness a public art project, even in its design phase, that provides a rewarding learning experience and invites us to delve deeper into a place's rich cultural and ecological heritage. It is in fact the education value that has piqued our interest in your project.

Thanks to your project, Mariposa has captured our interest and imagination. I eagerly anticipate a forthcoming trip in person to witness the transformative power of this project firsthand.

We wholeheartedly support Mariposa County's vision and applaud your efforts to foster understanding, respect, and appreciation for the Southern Sierra Miwuk Nation. By prioritizing collaboration, knowledge-sharing, and the celebration of Indigenous heritage, you are setting an inspiring example for educational communities throughout California.

Sincerely,

Richard Unis

Professor of Sociology - Senate Officer to the Academic Senate at Grossmont College

Pearl Lopez

EOPS Counselor - Academic Senate President Grossmont College

Liz Barrow

Program Director of Cardiovascular Technology - Senate Officer to the Academic Senate at Grossmont College

Sharon Sampson

Assistant Professor Administration of Justice - Senate Officer to the Academic Senate at Grossmont College

June Yang *Professor of Philosophy - Senate Officer to the Academic Senate at Grossmont College*

Steve Davis *Professor of Mathematics - Academic Senate Vice President Grossmont College*

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Dear Mariposa County Board of Supervisors,

I am writing to express my support for the County's Gateway and Mural Project, part of Caltrans Clean California initiative. This project presents an exceptional opportunity to bring world-class artwork to our community, benefiting not only local businesses but also providing networking and collaborative prospects for our talented local artists.

What impresses me the most about this endeavor is its direct connection to the ongoing landscape restoration efforts along Mariposa Creek, which forms a crucial component of the County's wildfire mitigation project. It is truly inspiring to witness the County's partnership with the Southern Sierra Miwuk, the original inhabitants and caretakers of Mariposa County, in their joint mission to restore and safeguard the ecosystem against fire. As a resident, I am incredibly proud to be part of a county that spearheads such meaningful initiatives.

I am pleased to note that this project aligns seamlessly with the County's adopted plans and policies, promoting the economic, ecological, social, and cultural vitality of our region. By engaging artists and integrating artistic practices into our community, the County cultivates a culture of creativity that enhances the livability of Mariposa County.

In conclusion, I urge you to continue your unwavering support for the Mariposa County Gateway and Mural Project. This remarkable initiative will not only bring joy and pride to our community but also contribute significantly to our economic and cultural prosperity. Thank you for your time and consideration.

Sincerely,

Ashley Standen

[redacted]@gmail.com

[redacted]

Mariposa, CA 95338

Clerk of the Board
Danielle Bondshu
For Distribution to the Board
6/15/2023

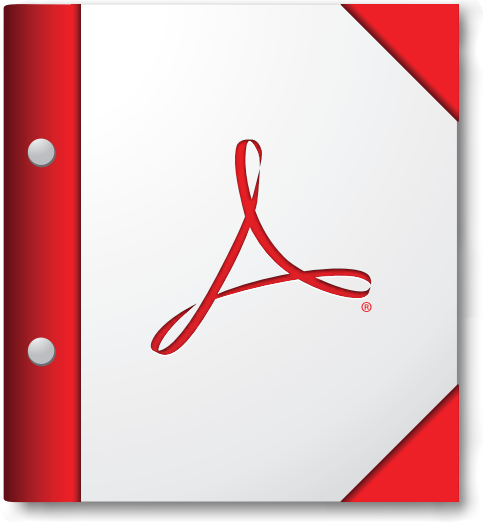
To the Mariposa County Board of Supervisors,

I am writing in support of the County's Gateway Mural Project, an important piece of the larger Creative Placemaking Strategy. I find these murals incredibly exciting as we as a community strive to embrace the connections between our beloved landscape and the people that have called that place home for years or for millennia. I am particularly excited by the long and involved process that went into developing these designs and the resource capacity provided by Caltrans to work with an artist I have been impressed with since seeing her work on the eastern Sierra many years ago. This work is not only informed by more than 200 residents of the county, it also is informed by the natural and cultural features that make our mountain town unique.

I have been very impressed with how the CPS and the mural project align with a variety of other county plans. This speaks highly of the work of the county planners and supervisors in thinking comprehensively about how the Town Plan, Economic Strategy, Creek Parkway Master Plan, and County Strategic plan connect to each other. I see this Mural Project as a wonderful step into a direction where we have world class art representing our world class town.

Thank you for you time and consideration.

Jesse Chakrin
Resident of District 1



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Tiśina T. Parker
[redacted]
Fresno, CA 93730
Mobile Phone: [redacted]
[redacted]@gmail.com

LETTER OF SUPPORT
June 15, 2023
Re: Mariposa Gateway & Murals Project

Dear Mariposa Board of Supervisors -

Hūyakō -

My name is Tiśina Ta-tillium Parker, a Mariposa local born in John C. Fremont hospital. As a child and young adult, I grew up with my family and tribal community as a member of the Southern Sierra Miwuk Nation in Mariposa county where I spent my childhood learning to swim in the Merced River and living intimately within the beautiful landscape of Mariposa and Yosemite. As an adult I am an active member of my SSMN tribal community often visiting to participate in local arts and culture events both associated with the tribe and beyond. I currently work in California-wide Indigenous cultural arts as well as in a professional capacity with the Oakland Museum of California.

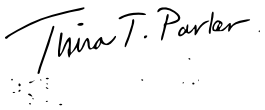
I strongly support the Mariposa Gateways and Murals Project as proposed by the Mariposa Arts council. This development and beautification project is poised to increase the positive environmental impacts of the Mariposa Creek restoration project in conjunction with Cal-Trans funding for beautification and restoration efforts along the creek and entrance ways into Mariposa. The artistic work presented within the proposal is the result of a long collaborative development process with local community members who have resided in this town for decades and decades. This proposed mural is one of more planned which will be created in various parts of Mariposa. The collaborative artworks aim to present the holistic beauty of what represents our home.

The Mariposa Gateways and Murals Project is a wonderful example of the vibrancy and contemporary life of our collective culture. The imagery depicts feathers of the Northern Flicker Bird which is an integral and iconic species of our natural fauna. As the health of our planet, waterways and environment are crucial to protect, the proposed imagery of the mural, which will be painted on the wall of the Pizza

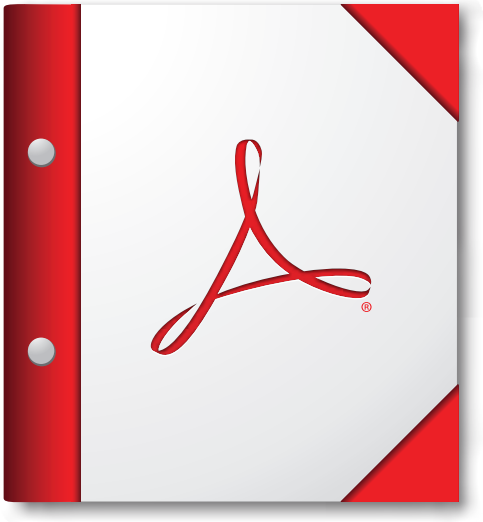
Factory, is significant as it illustrates our town's collective efforts to protect the natural species of our landscape, our creeks, and ecosystems. Protection and stewardship of our birds, animals, plants and local ecosystem of Mariposa is a concern of all who have resided here of past generations and who will continue to call this place home for future generations.

As service to your community and within your capacity as a member of the Board of Supervisors, I urge you to support the The Mariposa Gateways and Murals Project as proposed by the Mariposa Arts Council in development and collaboration with local community members who deeply love their home as do you.

In service to community.
Chūtūy,



Tiśina T. Parker



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K.1

Dear Supervisors,

At your meeting this coming Tuesday, June 20, please vote YES on the Caltrans gateway element designs and to accept the bulk of the money to implement both the gateway elements and murals for this project.

There are so many positives to this project. Please vote yes.

Jill Harry
District 3 resident, Catheys Valley

June 19, 2023

Dear Board,

I am writing in strong favor of public art in Mariposa. I am also extremely supportive of our local artists, our local businesses, and all our residents.

Regarding the planning department's Caltrans grant to fund Miwuk-inspired art in Mariposa:

At the suggestion of the Arts Council, I am writing to the Board because I am distressed about the amount of grant money that will go to outside artists and businesses to design, fabricate, and install our local public art.

- I think our local public art should be done by local artists with a local sense of place, a network of community ties, and based on their past and current artistic achievements.
- I favor every drop possible of public money available in Mariposa going to local Mariposa residents and businesses.

Instead of local Mariposa artists, the county hired Atlas Lab "an urban design and public art practice firm" and Ink Dwell Studio (located in Half Moon Bay) to work with the Southern Sierra Miwuks to complete our public art. The selection process for these firms was noncompetitive – they were pre-qualified/approved by Caltrans. Local artists did not have the opportunity to be considered for this project — there was no notice about the grant so they could form partnerships with the Caltrans-approved firms, nor enough time to go through the process to get on the Caltrans list themselves to be considered for selection. To my knowledge, there are no stipulations in the contract(s) with Atlas Lab/Ink Dwell Studio to use local resources/hire locally. So aside from the portion of grant money that the planning department is receiving to administer the grant, and the money that the planning department is paying the Arts Council to gather public comment, hundreds of thousands of dollars are leaving our community to pay for out-of-towners to do our public art — and since I live in town, I will be reminded of this when I see it daily.

Yes, I am aware of the rules and strings attached to federal and state funding as well as understand circumstances beyond the control of the Board — and at the same time I am not okay with this relatively large amount of public funding leaving our community. It makes no sense to me that firms from Sacramento and Half Moon Bay would be taking the lead on our public art rather than our local artists working together with our local Native Americans. There are many notable artists in our community who have devoted their lives to living in Mariposa. Their contributions and accomplishments should count for something — as far as local sculptors, specifically the McGraths should have at least been given a chance to be part of this public art project. I feel like we have missed a huge opportunity on many levels.

In the future, I am hoping the Board will take a stance to prioritize Mariposa residents and Mariposa businesses to be considered and included in projects funded by the county instead of letting so much money go to out-of-area businesses. I recognize the extent of outside help needed to complete projects within the county — and at the same time I believe that where

possible, the county should require county staff and outside businesses to perform due diligence to include locals in county-funded projects.

To help diversify our tourism-based economy, I think the county should be considering strategies and actions so that Mariposa and its residents can benefit from the local economic multiplier effect to the maximum extent possible – the county "buying/hiring local." A dollar spent locally has a $1.50 impact/circulates through the economy 2 – 4 times more than money spent at a non-local company. I would like to see a list of county contracts on the county website that shows firms and dollar amounts of county jobs — this would be helpful for locals to see county needs so that local businesses can be geared to perform local work to increase local economic benefits. Maybe the county also needs a searchable business directory so county staff and outside businesses know where to find local help.

Other than my dismay about hiring outside artists when we have so much local talent in our community, I am extremely supportive of public art and other efforts that honor our local Native American community. I grew up in Maricopa County, Arizona — the county with the largest Native American population in the U.S. — where I worked in tourism-related industries for over 20 years. The national and international interest in Native American cultures should not be overlooked. The benefits of Native American influences are numerous — culturally and financially. Considering our local Native American history and compared to what I have experienced in the greater Phoenix area, in Mariposa there is a noticeable lack of what I would describe as a local Native American presence. I think public art in Mariposa influenced by our local Southern Sierra Miwuk community is a good start. (I do not think it is right that we currently have a mural that depicts a "Plains" Native American rather than a local Miwuk on the Pizza Factory wall). Someday I hope we can have a Miwuk museum in Mariposa — it is my understanding only a fraction of the park's Native American collection is on display in the park's museum due to the limited space, and I think there would be a lot of benefits if other parts of the park's collection could be shared with the public here in Mariposa.

This project is a probably a once in a lifetime opportunity for the prominent corners of town and I would like our Mariposa public art to be "Mariposan-born" — to be created by local Native Americans and local artists to reflect and convey our community's sense of place as only locals rooted in our community can do. This is no different than how our local youth was given opportunities to complete their own school murals. I do not want out-of-town firms serving as primary designers interpreting Mariposa when they don't live here. I hope it is not too late to find a way to have our county's public art be inspired by and come from within our community in a way that both honors the generations of our local Native Americans along with our local artists who have lived here for decades.

Thank you,

Brenda Ostrom

June 20, 2023

Board of Supervisors
Mariposa County
Mariposa, CA 95338

Dear Board:

I am writing in support of the Gateway Mural Project. It is an outstanding collaboration among many nonprofits, County agencies and funders. It has wide appeal and was put out extensively for resident feedback. People love this project. I thought all of the options were extraordinary, and I was excited to see any or all of them grace the gateway of our county seat. I drive to town many days a week and will be extremely proud to view these significant works of art and have them visible to the many visitors the County receives.

I am extremely supportive of the Southern Sierra Miwuk being a central theme in these works and appreciate their time to thoughtfully design and provide input. It's fantastic to have local native life and Indigenous lifeways celebrated - beautiful feathers, acorns, mammals, oaks, butterflies and Indigenous design elements.

The project leads have done A+ work in terms of ensuring alignment with a myriad of County plans and strategies. For example:

- The Mariposa Creek Parkway Master Plan, which when completed will provide a variety of community-driven recreational programs in a linear park located along Mariposa Creek in the town of Mariposa. It will function as an active transportation resource, linking residents and visitors to neighborhoods, businesses, and tourist amenities, while conserving and interpreting the distinctive beauty of the Sierra Foothill riparian landscape. It will provide engaging opportunities for creative placemaking projects like public art and performance, and it will build community by establishing a unique and compelling space for Mariposa to gather.
- The Mariposa County Creative Placemaking Strategy which promotes the County's economic, ecological, social, and cultural vitality, balancing historic narratives with contemporary ones and reflecting the community's richness and diversity through creative placemaking projects, programs and policies. More specifically, by engaging artists and embedding artistic practice into the community experience, the Strategy supports a culture of creativity that contributes to livability in Mariposa County.
- The Creative Placemaking Strategy was developed based on the feedback from extensive stakeholder feedback. When asked, "What themes do you want art and cultural events to explore in Mariposa?": 79.5% stated they wanted to see representation of the Natural Environment and Conservation; 63.9% wanted Social and Cultural Dynamics explored; 54.2% were interested in the History of the region; 51.8 %

were interested in the Future of Mariposa. The current gateway and mural project in Mariposa explores all four of these themes.

I really appreciate this comprehensive and thoughtful work. Vote to approve this project and accept the grant funding. It will be so gorgeous to look at and valuable to our economy – all at very little cost to us.

Sincerely,

David Raboy
Catheys Valley

From: Paula Stewart
To: Danielle Bondshu; cara Goger
Subject: Support
Date: Thursday, June 15, 2023 9:55:47 PM

You don't often get email from [redacted]@gmail.com. Learn why this is important

Mariposa County Board of Supervisors
Mariposa County Administration Building 5100 Bullion Street Mariposa, CA 95338
Subject: Support for Mariposa County's Caltrans/Clean CA Gateway and Mural Project
Dear Members of the Mariposa County Board of Supervisors,

I am writing to wholeheartedly express my support for the Mariposa County Caltrans/Clean CA Gateway and Mural Project. As a resident of Mariposa County, I am deeply invested in our community's cultural enrichment and sustainable development, I firmly believe that this project presents an extraordinary opportunity to bring world-class artwork to our county, benefitting local businesses, artists, and the Southern Sierra Miwuk Nation.

First and foremost, this project represents a unique chance to showcase the incredible talents of renowned artists who will contribute their expertise to our community. The involvement of such distinguished artists will undoubtedly enhance Mariposa's artistic landscape and cultural identity, attracting visitors and stimulating our local economy. Moreover, local artists will have the invaluable opportunity to network and collaborate with these esteemed artists, fostering creative growth and establishing meaningful connections within the artistic community.

I would also like to commend the County for its collaboration with the Southern Sierra Miwuk Nation and the careful curation of this project. The selected artists have worked closely with the Southern Sierra Miwuk Nation, ensuring that the artwork authentically reflects the cultural significance of the plants, animals, and practices that are integral to the tribe. By honoring the Southern Sierra Miwuk Nation's rich heritage and their ongoing role as stewards of the land and water, this project amplifies their vital presence within the broader Mariposa community.

It is crucial to recognize that this project is not intended to encapsulate the entirety of Mariposa's history but rather to delve deeply into the intricate natural ecology of Mariposa Creek and the profound connection the Southern Sierra Miwuk have with this magnificent landscape. The project's emphasis on timelessness rather than a historical narrative allows for a broader exploration of the enduring relationship between the tribe and the land, transcending specific historical eras and capturing the essence of their enduring presence.

The completion of this project is of utmost importance, as its success will pave the way for future endeavors and funding opportunities. By demonstrating our community's commitment to diverse and inclusive artistic representations, we create a platform for future art installations that celebrate the multifaceted narratives, industries, and landscapes that shape Mariposa County. Each project will delve into different stories, reflecting the preferences and desires of distinct communities within our county, fostering a sense of belonging and cultural pride.

I firmly believe that embracing a broad and inclusive representation of all peoples, cultures, industries, and landscapes is vital for the continued growth and vitality of Mariposa. By aligning with the multiple adopted County plans and policies, including the Mariposa Creek Parkway Master Plan and the Mariposa County Creative Placemaking Strategy, this project demonstrates our dedication to economic, ecological, social, and cultural well-being. It strikes a balance between honoring our historic narratives and embracing contemporary ones, fostering a vibrant and diverse community.

Furthermore, it is essential to highlight that the Creative Placemaking Strategy, which underpins this project, was developed through extensive stakeholder feedback. The exploration of themes such as the natural environment and conservation, social and cultural dynamics, history, and the future of Mariposa directly aligns with the desires expressed by our community. The current gateway and mural project in Mariposa encapsulate these themes, serving as a testament to the project's responsiveness to community aspirations.

In conclusion, I urge you to fully support and champion this project.

Sincerely,

John Stewart

Please share this letter with the entire board.

Sent from Mail for Windows

June 15, 2023

Mariposa County Board of Supervisors Mariposa County Administration 5100 Bullion Street Mariposa, CA 95338

Subject: Letter of Support for Mariposa County Caltrans Clean CA Gateway and Mural Project

Dear Mariposa County Board of Supervisors,

We, as long-time residents of Mariposa County (District 3, Supervisor Toso), are writing to express our enthusiastic support for the proposed Caltrans Clean CA gateway and mural project. As local educators and artists, we wholeheartedly embrace the arrival of public art of this caliber in our community, and we are particularly moved by the project's emphasis on honoring the Southern Sierra Miwuk Nation.

Moreover, we are delighted by the project's exploration of the native plants and animals that grace our region, with a special focus on those being reintroduced to the Mariposa Creek. By showcasing the ecological significance of these native species, the project helps raise awareness about the importance of environmental stewardship and the preservation of our local ecosystems.

As educators, we recognize the power of public art in engaging and inspiring our community. This project has the potential to ignite curiosity, spark conversations, and provide a source of inspiration for our students and residents. It enriches our cultural landscape and enhances Mariposa County's appeal as a vibrant and artistic destination.

We commend the County for its support and dedication in bringing this project to fruition. We are grateful for your commitment to uplifting our community through art and culture. We urge you to continue championing this endeavor and to ensure the necessary resources and support are provided to see it through to completion.

Sincerely,

Rick and Jetty Uebner, Cathey’s Valley