MARIPOSA COUNTY

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

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

ACTION SUMMARY MINUTES

April 5, 2022

A. 9:12 AM Called to Order and Roll Call

Attendee Name	Title	Status	Arrived
Rosemarie Smallcombe	District I Supervisor	Present	9:12 AM
Tom Sweeney	District II Supervisor	Present	9:12 AM
Marshall Long	District III Supervisor	Present	9:12 AM
Wayne Forsythe	District IV Supervisor	Present	9:12 AM
Miles Menetrey	District V Supervisor	Present	9:12 AM

B. Pledge of Allegiance

Chair Smallcombe led the pledge.

C. Introductions

Supervisor Long introduced his granddaughter Jaysea Whitmire.

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

Regarding CA9, Supervisor Long gave kudos to Monica Neilson /Agricultural Commissioner and Miss Neilson provided an update on current positions open and recently filled. No public comment.

RESULT: **ADOPTED [UNANIMOUS]**

MOVER: Marshall Long, District III Supervisor

SECONDER: Wayne Forsythe, District IV Supervisor

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

CA1. **Health and Human Services** **RES-2022-197**

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County

CA2. **Health and Human Services RES-2022-198**

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

CA3. **Sheriff's Office RES-2022-199**

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

CA4. **Administration RES-2022-200**

Approve Agreement 4CA05750 in an Amount Not to Exceed $552,864.00 for Extended Fire Protection Availability (Amador) Services from July 1, 2022 through June 30, 2023; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA5. **Administration RES-2022-201**

Approve Agreement 4CA05749 in an Amount Not to Exceed $1,162,526.00 for CAL FIRE Command and Control and Dispatch Services from July 1, 2022 through June 30, 2023; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA6. **Administration RES-2022-202**

Ratify a Letter of Support for AB 2120, Which Would Invest Federal Funding in Local Bridges

CA7. **Administration RES-2022-203**

Ratify a Letter of Support for Assembly Bill 1154, CEQA Exemption: Fire Egress Route Project

CA8. **Administration RES-2022-204**

Ratify a Letter of Support for Mariposa County SSARR, Phase Ill, Protecting the Mariposa Grove of Giant Sequoias

CA9. **Agricultural Commissioner RES-2022-205**

Approve New Position Allocation for an Account Clerk I/II and Deactivate the Senior Agricultural Standards Inspector Allocation, Effective April 15, 2022; and Use Salary Savings from Vacant Positions to Cover the Cost

CA10. **Board of Supervisors RES-2022-206**

Approve a Letter of Support for the California Department of Insurance Proposed Rule Making on Rating Plans and Wildfire Risk Models; and Authorize the Board of Supervisors Chair to Sign the Letter

CA11. **Board of Supervisors RES-2022-207**

Approve a Letter of Support for YARTS' Request for Community Project Funding through Fiscal Year 2023 Appropriations; and Authorize the Board of Supervisors Chair to Sign the Letter

CA12. **Board of Supervisors**

Approve the Minutes of Tuesday, February 15, 2022

CA13. **Board of Supervisors**

Approve the Minutes of Thursday, February 17, 2022

CA14. **Board of Supervisors**

Approve the Minutes of Friday, February 18, 2022

CA15. **County Counsel RES-2022-208**

Approve Third Amendment to Lease Agreement with Carlos and Richard Ortiz for an Additional One Year and Six Months for Grazing Purposes in the Hornitos Area; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA16. **Health and Human Services RES-2022-209**

Approve the Full-Time Classification and Job Description of Psychiatric Registered Nurse Effective Immediately; Set the Psychiatric Registered Nurse Monthly Salary at $10,007.90 - $12,164.65; and Assign the Psychiatric Registered Nurse Classification to the SEIU Bargaining Unit

CA17. **Health and Human Services RES-2022-210**

Approve an Increase in Extra-Help Hours from 999 Hours to 1,300 Hours for the Two Program Specialist II and Program Specialist III Extra-Help Positions in the Health and Human Services Agency Public Health Branch

CA18. **Health and Human Services 2022-30**

Reappoint Amber Edwards to the Local Child Care Planning Council to the Category of a Consumer Representative for a Three Year Term Ending April 5, 2025

CA19. **HHS/Behavioral Health & Recovery Services RES-2022-211**

Approve Amendment to Agreement 20-10000 with the Department of Health Care Services (DHCS) to Perform County-Based Medi-Cal Administrative Activities (CMAA) Modifying Requirements in Scope of Work (Exhibit A1); and Authorize the Acting Health and Human Services Agency Director to Sign the Amendment and the Associated Certifications

CA20. **HHS/Behavioral Health & Recovery Services RES-2022-212**

Approve First Amendment to Agreement with Aurrera Health Group, LLC to Provide Consultant Services to Implement Initiatives Related to California Advancing and Innovating Medi-Cal (CalAIM) in an Amount Not to Exceed $84,000; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA21. **HHS/Behavioral Health & Recovery Services RES-2022-213**

Approve Second Amendment to Agreement with Sierra Quest Human Services Foundation Increasing the Amount by $150,000 for a New Amount Not to Exceed $250,000; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA22. **Planning 2022-31**

Re-Appoint Carla Kelly as an At-Large Voting Member to the Agricultural Advisory Committee with a Term Expiring February 29, 2024

CA23. **Planning 2022-32**

Appoint Susan Clark to the Merced River Trail Community Working Group (MRTCWG) for a Term Expiring February 28, 2025

CA24. **Probation RES-2022-214**

Approve a Three (3) Year Agreement with SCRAM of California, Inc. for the Purpose of Delivering 24 Hours Per Day, Seven (7) Days Per Week, GPS and Alcohol Monitoring Services of Participants, in an Amount Not to Exceed $75,000 Annually; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA25. **Public Works RES-2022-215**

Accept Grant Award from CalRecycle in the Amount of $116,676; Approve Budget Action Increasing Revenue and Appropriations in the STIP CIP Fund in Order to Implement the Grant ($116,676); Approve Grant Agreement; and Authorize the Board of Supervisors Chair to Sign the Grant Agreement (Subject to Approval as to Legal Form by County Counsel) 4/5ths Vote Required

CA26. **Sheriff's Office RES-2022-216**

Approve an Agreement with Everbridge Inc. to Provide Emergency Alert Software Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA27. **Sheriff's Office RES-2022-217**

Approve an Agreement with the California Department of Parks and Recreation, Division of Boating and Waterways to Participate in Boating Safety and Enforcement Financial Aid Program for Fiscal Year 2022-2023; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA28. **Sheriff's Office RES-2022-218**

Approve an Addendum to the Program Agreement with State of California Department of Health Care Services for Administrative Services; and Authorize the Board of Supervisors Chair to Sign the Addendum

E. Board Recognitions

1. **Health and Human Services 2022-33**

Proclaim April 3Rd -10Th, 2022 as "Week of the Young Child"

Joe Lynch/Interim Health and Human Services Agency Director gave the staff report. During public comment Shana Bender/ICES expressed the importance of the work Child Care Planning Council does and the value of robust play and skills development provided for the children.

Chair Smallcombe presented the Proclamation to Mr. Lynch and staff.

RESULT: **ADOPTED [UNANIMOUS]**

MOVER: Wayne Forsythe, District IV Supervisor

SECONDER: Marshall Long, District III Supervisor

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

2. **Health and Human Services 2022-34**

Proclaim April 4Th -10Th, 2022, as "Public Health Week"

Joe Lynch gave the staff report. Baljit Hundal and Dr. Kristina Allen both from/HHSA Health Services Division thanked the Public Health team for their work. No public input.

Chair Smallcombe presented the Proclamation to Mr. Lynch and a group of staff members from the Public Health Department.

RESULT: **ADOPTED [UNANIMOUS]**

MOVER: Miles Menetrey, District V Supervisor

SECONDER: Wayne Forsythe, District IV Supervisor

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

3. **Board of Supervisors 2022-35**

Proclaim the Month of April 2022, as "Friday Night Live Month" (Board Chair)

Megan Atkinson/Mariposa Safe Families (MSF) Executive Director introduced Heather Livingston/MSF Youth Coordinator who discussed her involvement with the program starting in 6th grade. Several youths introduced themselves and spoke on their experience with MSF. During public comment, Baljit Hundal thanked the MSF staff and discussed the increase in youth engagement. Discussion ensued.

Chair Smallcombe presented the Proclamation to Megan Atkinson, and other MSF staff.

RESULT: **ADOPTED [UNANIMOUS]**

MOVER: Wayne Forsythe, District IV Supervisor

SECONDER: Tom Sweeney, District II Supervisor

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

4. **Board of Supervisors 2022-36**

Proclaim the Month of April 2022, as "Alcohol Awareness Month" (Board Chair)

Megan Atkinson gave the staff report, noting the many programs that Mariposa Safe Families (MSF) provides. Ms. Atkinson introduced four advocate youths from the program who expressed the importance of this proclamation. During public comment, Baljit Hundal/HHSA Health Services Division spoke in support of the item.

Chair Smallcombe presented the Proclamation to Ms. Atkinson and MSF staff.

RESULT: **ADOPTED [UNANIMOUS]**

MOVER: Wayne Forsythe, District IV Supervisor

SECONDER: Marshall Long, District III Supervisor

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

5. **Board of Supervisors 2022-37**

Proclaim the Month of April 2022, as "Child Abuse Awareness Month" (Board Chair)

Megan Atkinson gave the staff report, discussed the mission of Mariposa Safe Families (MSF), and advised that they are the designated Child Abuse Prevention Council for the County of Mariposa. Ms. Atkinson introduced Dani Osenbaugh, and Donna Santi and advised of upcoming events. During public comment Baljit Hundal spoke on behalf of the Child Welfare Director who could not be here, noting the participation of Child Welfare in the welfare of the children. Kristin Fiester/Mountain Crisis Services gave kudos to Ms. Atkinson and noted the support they provide each other.

Chair Smallcombe presented the Proclamation to Ms. Atkinson and MSF staff.

RESULT: **ADOPTED [UNANIMOUS]**

MOVER: Wayne Forsythe, District IV Supervisor

SECONDER: Miles Menetrey, District V Supervisor

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

6. **Board of Supervisors 2022-38**

Proclaim the Month of April 2022, as “Sexual Assault Awareness Month” and April 27Th, 2022, as “Denim Day" (Board Chair)

Kristin Fiester/Mountain Crisis Services Peer Counselor gave the report by discussing the prevalence of sexual abuse in society. She introduced additional advocates who spoke in support of the item. No public comment.

Chair Smallcombe presented the Proclamation to Ms. Fiester.

RESULT: **ADOPTED [UNANIMOUS]**

MOVER: Marshall Long, District III Supervisor

SECONDER: Tom Sweeney, District II Supervisor

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

Recessed

10:50 AM Chair Smallcombe recessed the meeting for a brief break and reconvened at 10:56 AM.

F. Departmental Presentation

Lizz Darcy/Public Information Officer - Health and Human Services Agency, provided an update on COVID-19, including information on the second vaccine

boosters for individuals 12 years of age and older who are immunocompromised, and for individuals 50 years of age and older, recommending they look at risk factors to decide what is best for them. Ms. Darcy provided information on expanded clinics for vaccines noting the days and times and provided background information on delayed reports of COVID-19 deaths of 3 additional people bringing the total to 33 deaths. Ms. Darcy advised that they are expecting to see an increase in cases again. She also provided an update on LHI testing sites and dates with antigen and PCR tests available. Mariposa County is seeing the lowest numbers since the week of July 4th and are now 3 weeks with single digits. Ms. Darcy asked that individuals be mindful when traveling to be kind and understanding to the different areas.

Kari Kisela/Chamber of Commerce announced the Sierra Tel Grand Reopening ribbon cutting ceremony on April 6th, and announced the Town Hall meeting on April 27th from 5:30 to 7:00pm in the Board Chambers regarding Measure O. She provided a handout for Measure O and explained the requirements and strict expenditure plan regarding what the funds could be used for. Ms. Kisela advised that there could be a loss of over 200 jobs, noted that primary ballots will be mailed out on May 6th and provided the website information for Citizens to Save the Hospital: www.savethehospital.org.

Jeremy Briese/Sheriff thanked the Lions Club and other individuals who provided for and/or attended the Search and Rescue dinner, noting that Search and Rescue performed a rescue of an individual from Chowchilla Mountain just 2 days ago. He informed the Board that Search and Rescue will have a booth for the Mariposa Safe Families event, and they have finished up with a victim witness jury trial that was a tough case and came back with a guilty verdict. His “Coffee with a Cop” was well attended at Pony Espresso, the Sheriff’s Office Public Information Officer and unit are staying busy and had a little fun on April Fool’s Day and mentioned the marijuana presentation will be on the April 12th agenda.

MaryAnn Huff/North County Visitor Center updated the Board on the visitors coming through noting the numbers are up and discussed what conversations they have with the visitors. Ms. Huff also discussed the new partnership they have with Merced Irrigation District (MID) Rangers, noted the History Center has a great collaboration with them and they are pursuing additional Docents for the History Center. Ms. Huff announced the Rose Tour on May 7th in Coulterville and provided a handout. Ms. Huff responded to Supervisor Sweeney’s question stating there would be a Coyote Festival the 4th weekend of September.

Jacob Hawley/Visitors Center advised that the number of visitors has doubled this year and provided the statistics for this year vs last year. In response to questions of the Board, Mr. Hawley noted that they are seeing more international travelers and more tour buses and discussed the Yosemite National Park reservation requirement that will go into effect May 20, 2022.

Hand outs

1. **Clerk of the Board of Supervisors (ID # 12865)**

Handouts from Departmental Presentation Portion of the April 5, 2022, Meeting

G. Public Comment on Non-Agenda Items

No public comment.

Recess Board of Supervisors

11:28 AM Chair Smallcombe recessed the Board of Supervisors meeting, followed by the Deputy Clerk's reading of the Government Code announcement.

H. LOCAL TRANSPORTATION COMMISSION

Public Comment Period

No public comment.

LTC Regular Agenda

1. **Public Works LTC-2022-4**

Approve an Agreement with the State of California, Department of Transportation (DOT) to Accept the Award in the Amount of $303,287.00 for Transit Operating Assistance from the Federal Transportation Authority (FTA) Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA); and Authorize the LTC Executive Director to Sign the Agreement

Shannon Hanson/Director Public Works and Transportation presented the staff report. No public comment.

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

Adjourn LTC

11:32 AM Commissioner Smallcombe adjourned the Local Transportation Commission meeting.

Reconvene as Board of Supervisors

11:32 AM Chair Smallcombe reconvened the Board of Supervisors meeting.

I. Regular Agenda Items

1. **Board of Supervisors (ID # 12792)**

Receive an End of the Year Presentation Regarding Yosemite Renaissance (Jonathan Bock, Yosemite Renaissance Director)

Jonathan Bock/Yosemite Renaissance gave the presentation regarding their upcoming events. No public input.

RESULT: INFORMATION RECEIVED

2. **Planning RES-2022-219**

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)

Mikey Goralnik/Community Design and Development Planner gave the staff report. During public comment, Cara Goger/Mariposa Arts Council commented on the incredible opportunity to work with Caltrans for this grant in which Caltrans identified Mariposa for the funds and she expressed her excitement. Discussion ensued.

RESULT: ADOPTED [UNANIMOUS]

MOVER: Wayne Forsythe, District IV Supervisor

SECONDER: Tom Sweeney, District II Supervisor

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

3. **Public Works/Fleet RES-2022-220**

Approve a Budget Action Transferring Funds Within the Public Works and Transportation Budget ($411,050); and Authorize the Director of Public Works and Transportation to Proceed with the Purchase of Six (6) Replacement Sheriff Patrol Vehicles; Declare the Replaced Vehicles as Surplus; and Authorize the Disposal of These Vehicles through a Public Auction

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

RESULT: ADOPTED [UNANIMOUS]

MOVER: Wayne Forsythe, District IV Supervisor

SECONDER: Marshall Long, District III Supervisor

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

4. **Sheriff's Office RES-2022-221**

Approve a Three-Year Agreement with Hexnode to Provide Software Services for $2,851.20 Per Year; and Authorize the Board of Supervisors Chair to Sign the Agreement

Jeremy Briese gave the staff report. No public comment. Steve Dahlem/County Counsel noted that the link subscription in the document will have to become part of this item.

RESULT: **ADOPTED [UNANIMOUS]**

MOVER: Marshall Long, District III Supervisor

SECONDER: Tom Sweeney, District II Supervisor

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

5. **Administration 2022-ORD-1172**

Waive the First Reading and Adopt an Ordinance Titled "County Office Hours and Holidays", Which Will Rescind and Replace Title 2.64 of Mariposa County Ordinance Code Regarding County Office Hours and Holidays

Dallin Kimble/CAO gave the staff report. No public comment. Discussion ensued.

RESULT: **ADOPTED [UNANIMOUS]**

MOVER: Wayne Forsythe, District IV Supervisor

SECONDER: Miles Menetrey, District V Supervisor

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

6. **Board of Supervisors (ID # 12790)**

Discussion and Direction to Reaffirm that Committees, Commissions and Boards Established by the Mariposa County Board of Supervisors May Meet Via Teleconference in Accordance with the Provisions of Assembly Bill 361 Until Such Time as the Governor's State of Emergency Regarding the COVID-19 Pandemic Ceases to be Active (Supervisor Smallcombe)

Rosemarie Smallcombe gave the report noting that this item is meant to discuss whether the Board wants to be more restrictive than AB 361 or not, and to clarify what requirements will be followed by county committees. During public comment Jonathan, a member of the audience, expressed he would not like to make it more restrictive, follow AB 361. Discussion ensued and it was agreed that the County will continue to comply with AB 361 as it is written.

RESULT: **INFORMATION RECEIVED**

7. **Clerk of the Board of Supervisors (ID # 12698)**

Receive Tracking List of Open Minute Orders

Keith Williams/Interim Clerk of the Board gave a staff report and advised of an item that had been missing regarding the sale of surplus property and has been added to the tracking list. No public comment. During discussion Supervisor Sweeney commented that he would like to see updates on any items still pending and gave Kudos to the Planning department for finalizing several of their tasks on the list. Supervisor Smallcombe discussed the code compliance list and requested to receive an update. Sarah Williams responded to questions of the Board regarding a resolution for an Amnesty Program, noting they are hoping to discuss this during the Code Compliance Advisory Committee (CCAC) meeting April 6th, and can express the priority to the CCAC. She also responded that they work with property owners toward completing the required resolution under the agreement established. Discussion

ensued.

DIRECTION:

Bring the Minute Order Tracking List item back in four weeks to discuss the remaining items on the list.

RESULT: INFORMATION RECEIVED

J. Items removed from Consent Agenda

None.

K. Closed Session

1. **Administration/Human Resources (ID # 12728)**

CLOSED SESSION: Public Employee Position to be Filled [Government Code Section 54957(B)(1)]- Health and Human Services Agency Director

No public Comment.

RESULT: CLOSED SESSION HELD

Recessed

1:08 PM Chair Smallcombe recessed the meeting for lunch.

L. 2:00 PM Reconvene

1. **Planning (ID # 12725)**

Receive a Presentation on the Status of the Merced River Trail Vision Plan

Mikey Goralnik/Community Design and Development Planner gave the staff report and advised that during the Merced River Trail Working Group (MRTWG) meeting yesterday it was indicated that the members would like more time to review each chapter prior to submitting to the Board of Supervisors for approval.

During public comment, Mr. Goralnik responded to questions of Michael Martin advising that the reports have not been made public due to the preference of the property owners until they have a chance to convene with their partnership to discuss the matter. Mr. Goralnik responded to questions of the Board advising that based on Mr. Martin's comments during the MRTWG meeting yesterday it is recommended to wait on the appraisal until the committee members have had a chance to review the reports. Further discussion ensued.

RESULT: INFORMATION RECEIVED

2. **Planning (ID # 12726)**

Receive a Presentation on the Status of the Mariposa Creek Parkway

Mikey Goralnik gave the staff report. No public comment. Discussion ensued.

RESULT: INFORMATION RECEIVED

3. **Planning (ID # 12729)**

Receive a Presentation on the Status of the Integrated Mobility and Housing Strategy (IMHS)

Mikey Goralnik gave the staff report and advised that Ben Goger/Housing Specialist is co-manager of the project. Mr. Goralnik responded to questions of the Board regarding implementing or advancing this project, and opportunities for grants. During public comment Mr. Goralnik responded to Jim Evans advising that staff is working towards obtaining public input regarding building low-income housing and described the process, noting staff will ensure all required steps are taken. Mr. Goralnik then responded to Karen Smith and Karen Glendenning advising that housing is not focused on the Yosemite National Park staff because staff most likely will not choose to live outside the park. Discussion ensued.

RESULT: INFORMATION RECEIVED

4. **HHS/Behavioral Health & Recovery Services RES-2022-222**

Approve Submission of an Amendment to the "Mariposa FY2021-2023 Mental Health Services Act (MHSA) 3-Year Plan" to the Department of Health Care Services (DHCS); Authorize the Acting Health and Human Services Agency (HHSA) Director to Sign the Amendments with DHCS with Regard to the MHSA Plan (Subject to Approval as to Legal Form by County Counsel); Authorize the Acting Health and Human Services Director to Implement the Activities Within the Amendment Upon DHCS Approval; and Authorize the Mental Health Director to Sign the Compliance and Accountability Certifications

Joe Lynch gave the staff report and noted that they won't know how many applied until the end of the month. No public comment.

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

M. Board Information

None.

Report Out

3:57 PM Chair Smallcombe reported that Information was Received, and Direction was Given in Closed Session.

N. Adjournment

3:58 PM Adjourned in memory of Edward Heiss, Gregor Alan Phillips, Delores Bartholomew, Paula Eagle, Linda Gail Jacobs, Joyce Lynn Dobson, and Patsy Rae Corn.

Respectfully submitted,

Tracy Gauthier
Deputy Clerk of the Board II

Rosemarie Smallcombe
Chair, Board of Supervisors

MARIPOSA COUNTY

Health and Human Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2022-197

MEETING: April 5, 2022

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: Continue a Shelter Crisis Local Emergency in Mariposa County

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

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

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

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

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

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

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

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

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

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

MARIPOSA COUNTY

Health and Human Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2022-198

MEETING: April 5, 2022

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: Continue the COVID-19 Public Health Local Emergency

RECOMMENDATION AND JUSTIFICATION:
Resolution Continuing the Public Health Local Emergency Due to the COVID-19 Pandemic.

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

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not continue the local emergency and the County will not be eligible for possible State or Federal disaster assistance.

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

REF ID# 12826

MARIPOSA COUNTY

Sheriff's Office · 209 966-3615

RESOLUTION - ACTION REQUESTED 2022-199

MEETING: April 5, 2022

TO: The Board of Supervisors

FROM: Jeremy Briese, Sheriff

RE: Continue the Local Emergency Due to COVID-19

RECOMMENDATION AND JUSTIFICATION:

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

BACKGROUND AND HISTORY OF BOARD ACTIONS:

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

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

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

FINANCIAL IMPACT:

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

REF ID# 12606

MARIPOSA COUNTY

Administration · 966-3222

RESOLUTION - ACTION REQUESTED 2022-200

MEETING: April 5, 2022

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: CALFIRE Amador

Approve Agreement 4CA05750 in an Amount Not to Exceed $552,864.00 for Extended Fire Protection Availability (Amador) Services from July 1, 2022 through June 30, 2023; and Authorize the Board of Supervisors Chair to Sign the Agreement

CAL FIRE is respected as one of the best all-hazard response agencies in the world. As a partner to more than 140 California jurisdictions, including Mariposa County, they have extensive experience in all aspects of fire department management and service delivery.

This agreement represents a status quo continuation of Amador services for Mariposa County Fire. The cost of services is increased by approximately five percent (5%) to accommodate inflation and state-negotiated CAL FIRE wage increases. Staff recommends approval of this agreement.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The County has previously used CAL FIRE and is currently using CAL FIRE for Command and Control Services, Amador plans for offseason staffing and dispatch.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Delay approval until the budget has been approved. This action may create a gap in services and/or allow for CAL FIRE to reallocate resources elsewhere.

Do not approve agreements. Staff will need additional direction to understand the long-term solution the board would like to pursue.

FINANCIAL IMPACT:
This agreement requires a commitment of up to $552,864 for fire services in the next fiscal year, which has not yet been budgeted.

ATTACHMENTS:
Cal Fire Amador (PDF)

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

COOPERATIVE FIRE PROGRAMS
FIRE PROTECTION REIMBURSEMENT AGREEMENT
LG-1 REV. 11/2020

AGREEMENT NUMBER 4CA05750

REGISTRATION NUMBER:

1. This Agreement is entered into between the State Agency and the Local Agency named below:

STATE AGENCY'S NAME
California Department of Forestry and Fire Protection – (CAL FIRE)

LOCAL AGENCY'S NAME
County of Mariposa (Amador)

2. The term of this Agreement is: July 1, 2022 through June 30, 2023

3. The maximum amount of this Agreement is: $ 552,864.00
Five hundred fifty two thousand, eight hundred sixty four dollars and zero cents

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

Exhibit A – Scope of Work – Includes page 2 (contact page) in count for Exhibit A	4	pages
Exhibit B – Budget Detail and Payment Provisions	2	pages
Exhibit C – General Terms and Conditions	7	pages
Exhibit D – Additional Provisions	6	pages
Exhibit E – Description of Other Services	0	pages

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

LOCAL AGENCY

LOCAL AGENCY'S NAME
County of Mariposa

BY *(Authorized Signature)* ✍ | DATE SIGNED *(Do not type)*

PRINTED NAME AND TITLE OF PERSON SIGNING
Rosemarie Smallcombe, Chair, Board of Supervisors

ADDRESS
5100 Bullion Street Mariposa, CA 95338

STATE OF CALIFORNIA

AGENCY NAME
California Department of Forestry and Fire Protection

BY *(Authorized Signature)* ✍ | DATE SIGNED *(Do not type)*

PRINTED NAME AND TITLE OF PERSON SIGNING
Chris Anthony, Assistant Deputy Director, Cooperative Fire Protection, Training & Safety

ADDRESS P.O. Box 944246, Sacramento, CA 94244-2460

California Department of General Services Use Only

Attachment: Cal Fire Amador (RES-2022-200 : CALFIRE Amador)

EXHIBIT A
COOPERATIVE FIRE PROGRAMS
FIRE PROTECTION REIMBURSEMENT AGREEMENT

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

CAL FIRE Unit Chief:	MMU	Local Agency:	County of Mariposa
Name:	Mike van Loben Sels	Name:	Dallin Kimble
Phone:	209-966-3611	Phone:	209-966-3222
Fax:	209-966-2907	Fax:	209-966-5147

All required correspondence shall be sent through U.S. Postal Service by certified mail and directed to:

CAL FIRE Unit Chief:	Mike van Loben Sels	Local Agency:	County of Mariposa
Section/Unit:	Madera-Mariposa-Merced	Section/Unit:	Fire Dept.
Attention:	Mike van Loben Sels	Attention:	Steven Ward
Address:	5366 Highway 49 North Mariposa, CA 95338	Address:	5100 Bullion Street Mariposa, CA 95338
Phone:	559-706-8800	Phone:	209-966-4330
Fax:	209-966-2907	Fax:	209-966-0252

Send an additional copy of all correspondence to:

CAL FIRE
Cooperative Fire Services
P.O. Box 944246
Sacramento, CA 94244-2460

AUTHORIZATION

As used herein, Director shall mean Director of CAL FIRE. This agreement, its terms and conditions are authorized under the Public Resources Code Sections 4141, 4142, 4143 and 4144, as applicable.

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EXHIBIT A
SCOPE OF WORK

Under Public Resources Code Section 4114 and other provisions of law, STATE maintains fire prevention and fire suppression forces including the necessary equipment, personnel, and facilities required to prevent and extinguish forest fires.

The purpose of this agreement is to provide mutually advantageous fire and emergency services through an effective consolidated organization, wherein the STATE is primarily financially responsible for protecting natural resources from vegetation fires and the LOCAL AGENCY is primarily financially responsible for protecting life and property from fires and other emergencies. The LOCAL AGENCY shall have sole authority to establish the fire protection organization and structure needed to meet the determined level of service. This level of service may be based on the LOCAL AGENCY governing board's established fiscal parameters and assessment of risks and hazards. LOCAL AGENCY personnel providing services under this agreement may include any one or a combination of the following: regular employees, persons temporarily employed and commonly known as volunteers, paid-call firefighters, or others temporarily employed to perform any emergency work or emergency service including, but not limited to fire prevention, fire suppression and emergency medical response.

To comply with the STATE's mandate for full cost recovery of goods and services provided for others, the LOCAL AGENCY shall be responsible for all STATE costs, both direct and indirect, required to execute the terms of this agreement. These costs shall include, but not be limited to: required training and associated post coverage, employee uniform and Personal Protective Equipment (PPE) costs.

1. FIRE PROTECTION SERVICES TO BE PROVIDED BY THE STATE

STATE provides a modern, full service fire protection and emergency incident management agency that provides comprehensive fire protection and other emergency incident response. STATE designs regional fire protection solutions for urban and rural communities by efficiently utilizing all emergency protection resources. Regional solutions provide the most effective method of protecting the citizens of California at local, county and state levels.

Fire protection services to be provided by STATE under this agreement shall include the following: (check boxes below that apply)

☒ 1) Emergency Fire Protection, Medical and Rescue Response: services include commercial, residential, and wildland fire protection, prevention and investigation; hazardous materials incident response; emergency vehicle extrication; hazardous conditions response (flooding, downed power lines, earthquake, terrorist incident, etc.); emergency medical and rescue response; and public service assistance. Also included are management support services that include fire department administration, training and safety, personnel, finance and logistical support.

☒ 2) Basic Life Support Services: emergency medical technician (EMT) level emergency medical response providing first aid, basic life support (BLS), airway management, administration of oxygen, bleeding control, and life support system stabilization until patients are transported to the nearest emergency care facility.

☐ 3) Advanced Life Support Services: paramedic level emergency medical response providing early advanced airway management, intravenous drug therapy, and life support system stabilization until patients are transported to the nearest emergency care facility.

☐ 4) Dispatch Services: provide fire department 9-1-1 emergency dispatch by CAL FIRE Fire/Emergency Command Center (ECC). CAL FIRE will be responsible for fire/emergency

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dispatching emergency resource units covered under this agreement. The CAL FIRE ECC is staffed with a Battalion Chief, three or more Fire Captains and Communications Operators to provide 24/7 year-round coverage. There is always an officer of Captain rank or higher to serve as the shift supervisor and command officer. CAL FIRE uses an integrated Computer Aided Dispatch (CAD) system using the latest technology, to direct the closest available resources to all emergency incidents.

☐ 5) Fire Code Inspection, Prevention and Enforcement Services: CAL FIRE has staff Fire Inspectors serving under the direction of the LOCAL AGENCY Fire Marshal to provide services to the area covered by this agreement. Fire Code Enforcement will normally be available five days per week, with emergency or scheduled enforcement inspections available seven days per week. Fire Prevention and Investigation services will be provided by CAL FIRE Prevention Officers trained in arson, commercial, and wildland fire investigation. Officers are available by appointment for site visits and consultations. Officers are trained at CAL FIRE's Peace Officer Standard Training (POST) certified law enforcement training academy and they cooperate effectively with all local, state and federal law enforcement agencies.

☐ 6) Land Use/ Pre-Fire Planning Services – CAL FIRE staff will provide community land use planning, administration of Pre-Fire project work, including community outreach, development of community education programs, project quality control, maintenance of project records and submittal of progress reports, completion of required environmental documentation, acquisition of required permits and completion of other associated administrative duties.

☐ 7) Disaster planning services (listed in Exhibit E, Description of Other Services, attached hereto and made a part of this agreement)

☐ 8) Specific service descriptions and staffing coverage, by station (listed in Exhibit E, Description of Other Services, attached hereto and made a part of this agreement)

☒ 9) Extended Fire Protection Service Availability (Amador)

2. ADMINISTRATION

Under the requirements of California Public Resources Code Section 4114 and other provisions of law, STATE maintains fire prevention and firefighting services as outlined in Exhibit D, Schedule B of this agreement.

A. Director shall select and employ a Region Chief who shall, under the direction of the Director/Chief Deputy Director, manage all aspects of fire prevention and fire protection services and forestry-related programs.

B. Director will select and employ a Unit Chief who shall, under the supervision and direction of Director/Region Chief or a lawful representative, have charge of the organization described in Exhibit D, Schedules A, B and C included hereto and made a part of this agreement.

C. LOCAL AGENCY shall appoint the Unit Chief as the LOCAL AGENCY Fire Chief for all Emergency Fire Protection, Medical and Rescue Response Agreements, pursuant to applicable statutory authority. The Unit Chief may delegate this responsibility to qualified staff.

D. The Unit Chief may dispatch personnel and equipment listed in Exhibit D, Schedules A, B and C from the assigned station or location under guidelines established by LOCAL AGENCY and approved by STATE. Personnel and/or equipment listed in Exhibit D, Schedule B may be dispatched at the sole discretion of STATE.

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E. The Unit Chief shall exercise professional judgment consistent with STATE policy and his or her employment by STATE in authorizing or making any assignments to emergencies and other responses, including assignments made in response to requests for mutual aid.

F. Except as may be otherwise provided for in this agreement, STATE shall not incur any obligation on the part of LOCAL AGENCY to pay for any labor, materials, supplies or services beyond the total set forth in the respective Exhibit D, Schedules A and C, as to the services to be rendered pursuant to each Schedule.

G. Nothing herein shall alter or amend or be construed to alter or amend any Collective Bargaining Agreement or Memorandum of Understanding between the State of California and its employees under the State Employer-Employee Relations Act.

3. SUPPRESSION COST RECOVERY

As provided in Health and Safety Code (H&SC) Section 13009, STATE may bring an action for collection of suppression costs of any fire caused by negligence, violation of law, or failure to correct noticed fire safety violations. When using LOCAL AGENCY equipment and personnel under the terms of this agreement, STATE may, at the request of LOCAL AGENCY, bring such an action for collection of costs incurred by LOCAL AGENCY. In such a case LOCAL AGENCY appoints and designates STATE as its agent in said collection proceedings. In the event of recovery, STATE shall deduct fees and litigation costs in a proportional percentage amount based on verifiable and justifiable suppression costs for the fire at issue. These recovery costs are for services provided which are beyond the scope of those covered by the local government administrative fee.

In all such instances, STATE shall give timely notice of the possible application of H&SC Section 13009 to the representative designated by LOCAL AGENCY.

4. MUTUAL AID

When rendering mutual aid or assistance as authorized in H&SC Sections 13050 and 13054, STATE may, at the request of LOCAL AGENCY, demand payment of charges and seek reimbursement of LOCAL AGENCY costs for personnel, equipment and operating expenses as funded herein, under authority given by H&SC Sections 13051 and 13054. STATE, in seeking said reimbursement pursuant to such request of LOCAL AGENCY, shall represent LOCAL AGENCY by following the procedures set forth in H&SC Section 13052. Any recovery of LOCAL AGENCY costs, less expenses, shall be paid or credited to LOCAL AGENCY, as directed by LOCAL AGENCY.

In all such instances, STATE shall give timely notice of the possible application of H&SC Sections 13051 and 13054 to the officer designated by LOCAL AGENCY.

5. PROPERTY PURCHASE AND ACCOUNTING

LOCAL AGENCY shall be responsible for all costs associated with property required by personnel to carry out this agreement. Employee uniform costs will be assessed to the LOCAL AGENCY through the agreement billing process. Personal Protective Equipment (PPE) costs shall be the responsibility of the LOCAL AGENCY. By mutual agreement, PPE meeting the minimum specifications established by the STATE may be purchased directly by the LOCAL AGENCY. Alternately, the STATE will supply all PPE and the LOCAL AGENCY will be billed for costs incurred.

All property provided by LOCAL AGENCY and by STATE for the purpose of providing fire protection services shall be marked and accounted for by the Unit Chief in such a manner as to conform to the regulations, if any, established by the parties for the segregation, care, and use of the respective properties.

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EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. PAYMENT FOR SERVICES

A. LOCAL AGENCY shall pay STATE actual cost for fire protection services pursuant to this agreement an amount not to exceed that set forth in Exhibit D, Schedule A for each fiscal year. STATE shall prepare an Exhibit D, Schedule A each year, which shall be the basis for payment for the entire fiscal year for which services are provided.

B. Any other funds designated by LOCAL AGENCY to be expended under the supervision of or for use by a Unit Chief for fire protection services shall be set forth in Exhibit D, Schedule C. This clause shall not limit the right of LOCAL AGENCY to make additional expenditures, whether under Exhibit D, Schedule C or otherwise.

C. STATE shall invoice LOCAL AGENCY for the cost of fire protection services on a quarterly basis as follows:

1) For actual services rendered by STATE during the period of July 1 through September 30, by an invoice filed with LOCAL AGENCY on or after December 10.

2) For actual services rendered by STATE during the period October 1 through December 31, by an invoice filed with LOCAL AGENCY on or after December 31.

3) For actual services rendered by STATE during the period January 1 through March 31, by an invoice filed with LOCAL AGENCY on or after March 31.

4) For the estimated cost of services during the period April 1 through June 30, by an invoice filed in advance with LOCAL AGENCY on or after March 1.

5) A final statement shall be filed with LOCAL AGENCY by October 1 following the close of the fiscal year, reconciling the payments made by LOCAL AGENCY with the cost of the actual services rendered by STATE and including any other costs as provided herein, giving credit for all payments made by LOCAL AGENCY and claiming the balance due to STATE, if any, or refunding to LOCAL AGENCY the amount of any overpayment.

6) All payments by LOCAL AGENCY shall be made within thirty (30) days of receipt of invoice from STATE, or within thirty (30) days after the filing dates specified above, whichever is later.

7) The STATE reserves the right to adjust the frequency of billing and payment to a monthly cycle with a thirty (30) day written notice to the LOCAL AGENCY when:

a. The Director predicts a cash flow shortage, or

b. When determined by the Region Chief, after consulting with the Unit Chief and the LOCAL AGENCY Contract Administrator, that the LOCAL AGENCY may not have the financial ability to support the contract at the contract level.

D. Invoices shall include actual or estimated costs as provided herein of salaries and employee benefits for those personnel employed, charges for operating expenses and equipment and the administrative charge in accordance with Exhibit D, Schedule A. When "contractual rates" are indicated, the rate shall be based on an average salary plus all benefits. "Contractual rates" means an all-inclusive rate established in Exhibit D, Schedule A for total costs to STATE, per specified position, for 24-hour fire protection services during the period covered.

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E. STATE shall credit the LOCAL AGENCY, or cover behind at no cost, for the costs of Non-post (e.g. Fire Marshal, Training Officer, etc.) positions and equipment assigned to STATE responsibility fires or other STATE funded emergency incidents. The STATE shall notify the LOCAL AGENCY when this occurs.

2. COST OF OPERATING AND MAINTAINING EQUIPMENT AND PROPERTY

The cost of maintaining, operating, and replacing any and all property and equipment, real or personal, furnished by the parties hereto for fire protection purposes, shall be borne by the party owning or furnishing such property or equipment unless otherwise provided for herein or by separate written agreement.

3. BUDGET CONTINGENCY CLAUSE

A. If the LOCAL AGENCY's governing authority does not appropriate sufficient funds for the current year or any subsequent years covered under this Agreement, which results in an inability to pay the STATE for the services specified in this Agreement, the LOCAL AGENCY shall promptly notify the STATE and this Agreement will terminate pursuant to the notice periods required herein.

B. If funding for any fiscal year is reduced or deleted by the LOCAL AGENCY for purposes of this program, the LOCAL AGENCY shall promptly notify the STATE, and the STATE shall have the option to either cancel this Agreement with no liability occurring to the STATE, or offer an agreement amendment to LOCAL AGENCY to reflect the reduced amount, pursuant to the notice terms herein.

C. If the STATE Budget Act does not appropriate sufficient funds to provide the services for the current year or any subsequent years covered under this Agreement, which results in an inability to provide the services specified in this Agreement to the LOCAL AGENCY, the STATE shall promptly notify the LOCAL AGENCY, and this Agreement will terminate pursuant to the notice periods required herein.

D. If funding for any fiscal year is reduced or deleted by the STATE Budget Act for purposes of this program, the STATE shall promptly notify the LOCAL AGENCY, and the LOCAL AGENCY shall have the option to either cancel this Agreement with no liability occurring to the LOCAL AGENCY, or offer an agreement amendment to LOCAL AGENCY to reflect the reduced services, pursuant to the notice terms herein.

E. Notwithstanding the foregoing provisions in paragraphs A and B above, the LOCAL AGENCY shall remain responsible for payment for all services actually rendered by the STATE under this Agreement regardless of LOCAL AGENCY funding being reduced, deleted or not otherwise appropriated for this program. The LOCAL AGENCY shall promptly notify the STATE in writing of any budgetary changes that would impact this Agreement.

F. LOCAL AGENCY and STATE agree that this Budget Contingency Clause shall not relieve or excuse either party from its obligation(s) to provide timely notice as may be required elsewhere in this Agreement.

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EXHIBIT C
GENERAL TERMS AND CONDITIONS

1. **APPROVAL**: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. STATE will not commence performance until such approval has been obtained.

2. **AMENDMENT**: This agreement may be amended by mutual consent of LOCAL AGENCY and STATE. 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.

   If during the term of this agreement LOCAL AGENCY shall desire a reduction in STATE civil service employees assigned to the organization provided for in Exhibit D, Schedule A, LOCAL AGENCY shall provide 120 days written notice of the requested reduction. Notification shall include the following: (1) The total amount of reduction; (2) The firm effective date of the reduction; and (3) The number of employees, by classification, affected by a reduction. If such notice is not provided, LOCAL AGENCY shall reimburse STATE for relocation costs incurred by STATE as a result of the reduction. Personnel reductions resulting solely from an increase in STATE employee salaries or STATE expenses occurring after signing this agreement and set forth in Exhibit D, Schedule A to this agreement shall not be subject to relocation expense reimbursement by LOCAL AGENCY.

   If during the term of this agreement costs to LOCAL AGENCY set forth in any Exhibit D, Schedule A to this agreement increase and LOCAL AGENCY, in its sole discretion, determines it cannot meet such increase without reducing services provided by STATE, LOCAL AGENCY shall within one hundred twenty (120) days of receipt of such Schedule notify STATE and designate which adjustments shall be made to bring costs to the necessary level. If such designation is not received by STATE within the period specified, STATE shall reduce services in its sole discretion to permit continued operation within available funds.

3. **ASSIGNMENT**: This Agreement is not assignable by the LOCAL AGENCY either in whole or in part, without the consent of the STATE in the form of a formal written amendment.

4. **EXTENSION OF AGREEMENT**:

   A. One year prior to the date of expiration of this agreement, LOCAL AGENCY shall give STATE written notice of whether LOCAL AGENCY will extend or enter into a new agreement with STATE for fire protection services and, if so, whether LOCAL AGENCY intends to change the level of fire protection services from that provided by this agreement. If this agreement is executed with less than one year remaining on the term of the agreement, LOCAL AGENCY shall provide this written notice at the time it signs the agreement and the one year notice requirement shall not apply.

   B. If LOCAL AGENCY fails to provide the notice, as defined above in (A), STATE shall have the option to extend this agreement for a period of up to one year from the original termination date and to continue providing services at the same or reduced level as STATE determines would be appropriate during the extended period of this agreement. Six months prior to the date of expiration of this agreement, or any extension hereof, STATE shall give written notice to LOCAL AGENCY of any extension of this agreement and any change in the level of fire protection services STATE will provide during the extended period of this agreement. Services provided and obligations incurred by STATE during an extended period shall be accepted by LOCAL AGENCY as services and obligations under the terms of this agreement.

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C. The cost of services provided by STATE during the extended period shall be based upon the amounts that would have been charged LOCAL AGENCY during the fiscal year in which the extended period falls had the agreement been extended pursuant hereto. Payment by LOCAL AGENCY for services rendered by STATE during the extended period shall be as provided in Exhibit B, Section 1, B of this agreement.

5. **AUDIT**: STATE, including the Department of General Services and the Bureau of State Audits, and LOCAL AGENCY agree that their designated representative shall have the right to review and to copy any records and supporting documentation of the other party hereto, pertaining to the performance of this agreement. STATE and LOCAL AGENCY agree to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated, and to allow the auditor(s) of the other party access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. STATE and LOCAL AGENCY agree to a similar right to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

6. **INDEMNIFICATION**: Each party, to the extent permitted by law, agrees to indemnify, defend and save harmless the other party, its officers, agents and employees from (1) any and all claims for economic 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 to that party and (2) from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by that party, in the performance of any activities of that party under this agreement, except where such injury or damage arose from the sole negligence or willful misconduct attributable to the other party or from acts not within the scope of duties to be performed pursuant to this agreement; and (3) each party shall be responsible for any and all claims that may arise from the behavior and/or performance of its respective employees during and in the course of their employment to this cooperative agreement.

7. **DISPUTES**: LOCAL AGENCY shall select and appoint a "Contract Administrator" who shall, under the supervision and direction of LOCAL AGENCY, be available for contract resolution or policy intervention with the STATE's Region Chief when, upon determination by the designated STATE representative, the Unit Chief acting as LOCAL AGENCY's Fire Chief under this agreement faces a situation in which a decision to serve the interest of LOCAL AGENCY has the potential to conflict with STATE interest or policy. Any dispute concerning a question of fact arising under the terms of this agreement which is not disposed of within a reasonable period of time by the LOCAL AGENCY and STATE employees normally responsible for the administration of this agreement shall be brought to the attention of the CAL FIRE Director or designee and the Chief Executive Officer (or designated representative) of the LOCAL AGENCY for joint resolution. For purposes of this provision, a "reasonable period of time" shall be ten (10) calendar days or less. STATE and LOCAL AGENCY agree to continue with the responsibilities under this Agreement during any dispute.

8. **TERMINATION FOR CAUSE/CANCELLATION**:

A. If LOCAL AGENCY fails to remit payments in accordance with any part of this agreement, STATE may terminate this agreement and all related services upon 60 days written notice to LOCAL AGENCY. Termination of this agreement does not relieve LOCAL AGENCY from providing STATE full compensation in accordance with terms of this agreement for services actually rendered by STATE pursuant to this agreement.

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B. This agreement may be cancelled at the option of either STATE or LOCAL AGENCY at any time during its term, with or without cause, on giving one year's written notice to the other party. Either LOCAL AGENCY or STATE electing to cancel this agreement shall give one year's written notice to the other party prior to cancellation.

9. **INDEPENDENT CONTRACTOR**: Unless otherwise provided in this agreement LOCAL AGENCY and the agents and employees of LOCAL AGENCY, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the STATE.

10. **NON-DISCRIMINATION CLAUSE:** During the performance of this agreement, LOCAL AGENCY shall be an equal opportunity employer and shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS) mental disability, medical condition (e.g.cancer), age (over 40), marital status, denial of family care leave, veteran status, sexual orientation, and sexual identity. LOCAL AGENCY shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. LOCAL AGENCY shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. LOCAL AGENCY shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

    In addition, LOCAL AGENCY acknowledges that it has obligations relating to ethics, Equal Employment Opportunity (EEO), the Fire Fighter's Bill of Rights Act (FFBOR), and the Peace Officer's Bill of Rights Act (POBOR). LOCAL AGENCY shall ensure that its employees comply with all the legal obligations relating to these areas. LOCAL AGENCY shall ensure that its employees are provided appropriate training.

11. **TIMELINESS**: Time is of the essence in the performance of this agreement.

12. **COMPENSATION**: The consideration to be paid STATE, as provided herein, shall be in compensation for all of STATE's expenses incurred in the performance hereof, including travel, per Diem, and taxes, unless otherwise expressly so provided.

13. **GOVERNING LAW**: This agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

14. **CHILD SUPPORT COMPLIANCE ACT**: "For any Agreement in excess of $100,000, the LOCAL AGENCY acknowledges in accordance with Public Contract Code 7110, that:

    A. The LOCAL AGENCY recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

    B. The LOCAL AGENCY, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department."

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15. **UNENFORCEABLE PROVISION**: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

16. **COMPLIANCE WITH THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)**

The STATE and LOCAL AGENCY have a responsibility to comply with the provisions of the 1996 Federal Health Insurance Portability and Accountability Act (HIPAA) and the 2001 State Health Insurance Portability and Accountability Implementation Act. HIPAA provisions become applicable once the association and relationships of the health care providers are determined by the LOCAL AGENCY. It is the LOCAL AGENCY'S responsibility to determine their status as a "covered entity" and the relationships of personnel as "health care providers", "health care clearinghouse", "hybrid entities", business associates", or "trading partners". STATE personnel assigned to fill the LOCAL AGENCY'S positions within this Agreement, and their supervisors, may fall under the requirements of HIPAA based on the LOCAL AGENCY'S status. It is the LOCAL AGENCY'S responsibility to identify, notify, train, and provide all necessary policy and procedures to the STATE personnel that fall under HIPAA requirements so that they can comply with the required security and privacy standards of the act.

17. **LIABILITY INSURANCE**

The STATE and LOCAL AGENCY shall each provide proof of insurance in a form acceptable to the other party at no cost one to the other, to cover all services provided and use of local government facilities covered by this agreement. If LOCAL AGENCY is insured and/or self-insured in whole or in part for any losses, LOCAL AGENCY shall provide a completed Certification of Self Insurance (Exhibit D, Schedule E) or certificate of insurance, executed by a duly authorized officer of LOCAL AGENCY. Upon request of LOCAL AGENCY the STATE shall provide a letter from DGS, Office Risk and Insurance Management executed by a duly authorized officer of STATE. If commercially insured in whole or in part, a certificate of such coverage executed by the insurer or its authorized representative shall be provided.

Said commercial insurance or self-insurance coverage of the LOCAL AGENCY shall include the following:

A. Fire protection and emergency services - Any commercial insurance shall provide at least general liability for $5,000,000 combined single limit per occurrence.

B. Dispatch services – Any commercial insurance shall provide at least general liability for $1,000,000 combined single limit per occurrence.

C. The CAL FIRE, State of California, its officers, agents, employees, and servants are included as additional insured's for purposes of this contract.

D. The STATE shall receive thirty (30) days prior written notice of any cancellation or change to the policy at the addresses listed on page 2 of this agreement.

18. **WORKERS COMPENSATION**: (only applies where local government employees/volunteers are supervised by CAL FIRE, as listed in Exhibit D Schedule C. STATE contract employees' workers compensation is included as part of the contract personnel benefit rate).

A. Workers' Compensation and related benefits for those persons, whose use or employment is contemplated herein, shall be provided in the manner prescribed by California Labor Codes, State Interagency Agreements and other related laws, rules, insurance policies, collective bargaining agreements, and memorandums of understanding.

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B. The STATE Unit Chief administering the organization provided for in this agreement shall not use, dispatch or direct any non STATE employees, on any work which is deemed to be the responsibility of LOCAL AGENCY, unless and until LOCAL AGENCY provides for Workers' Compensation benefits at no cost to STATE. In the event STATE is held liable, in whole or in part, for the payment of any Worker's Compensation claim or award arising from the injury or death of any such worker, LOCAL AGENCY agrees to compensate STATE for the full amount of such liability.

C. The STATE /LOCAL AGENCY shall receive proof of Worker's Compensation coverage and shall be notified of any cancellation and change of coverage at the addresses listed in Section 1.

19. **CONFLICT OF INTEREST**: LOCAL AGENCY needs to be aware of the following provisions regarding current or former state employees. If LOCAL AGENCY has any questions on the status of any person rendering services or involved with the Agreement, the STATE must be contacted immediately for clarification.

    Current State Employees (Public 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 (Public 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 LOCAL AGENCY violates any provisions of above paragraphs, such action by LOCAL AGENCY shall render this Agreement void. (Public 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. (Public Contract Code §10430 (e))

20. **LABOR CODE/WORKERS' COMPENSATION**: LOCAL AGENCY 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 LOCAL AGENCY affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

21. **AMERICANS WITH DISABILITIES ACT**: LOCAL AGENCY assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis

Attachment: Cal Fire Amador (RES-2022-200 : CALFIRE Amador)

of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

22. **LOCAL AGENCY NAME CHANGE**: An amendment is required to change the LOCAL AGENCY'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.

23. **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.

24. **AIR OR WATER POLLUTION VIOLATION**: Under the State laws, the LOCAL AGENCY 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.

25. **AFFIRMATIVE ACTION**. STATE certifies its compliance with applicable federal and State hiring requirements for persons with disabilities, and is deemed by LOCAL AGENCY to be in compliance with the provisions of LOCAL AGENCY'S Affirmative Action Program for Vendors.

26. **DRUG AND ALCOHOL-FREE WORKPLACE**. As a material condition of this Agreement, STATE agrees that it and its employees, while performing service for LOCAL AGENCY, on LOCAL AGENCY property, or while using LOCAL AGENCY equipment, shall comply with STATE's Employee Rules of Conduct as they relate to the possession, use, or consumption of drugs and alcohol.

27. **ZERO TOLERANCE FOR FRAUDULENT CONDUCT IN LOCAL AGENCY SERVICES**. STATE shall comply with any applicable "Zero Tolerance for Fraudulent Conduct in LOCAL AGENCY Services." There shall be "Zero Tolerance" for fraud committed by contractors in the administration of LOCAL AGENCY programs and the provision of LOCAL AGENCY services. Upon proven instances of fraud committed by the STATE in connection with performance under the Agreement, the Agreement may be terminated consistent with the termination for cause/cancellation term, Exhibit C, section 8, subsection B, of Cooperative Fire Programs Fire Protection Reimbursement Agreement, LG-1, between the California Department of Forestry and Fire Protection (CAL FIRE) and the LOCAL AGENCY.

28. **CONFIDENTIAL INFORMATION.** "Confidential information" means information designated by CAL FIRE and/or the LOCAL AGENCY disclosure of which is restricted, prohibited or privileged by State and federal law. Confidential Information includes, but is not limited to, information exempt from disclosure under the California Public Records Act (Government Code Sections 6250 et seq.) Confidential Information includes but is not limited to all records as defined in Government Code section 6252 as well as verbal communication of Confidential Information. Any exchange of Confidential Information between parties shall not constitute a "waiver" of any exemption pursuant to Government Code section 6254.5

    CAL FIRE and LOCAL AGENCY personnel allowed access to information designated as Confidential Information shall be limited to those persons with a demonstrable business need for such access. CAL FIRE and LOCAL AGENCY agree to provide a list of authorized personnel in writing as required by Government Code section 6254.5(e). CAL FIRE and the LOCAL

Attachment: Cal Fire Amador (RES-2022-200 : CALFIRE Amador)

AGENCY agree to take all necessary measures to protect Confidential Information and shall impose all the requirements of this Agreement on all of their respective officers, employees and agents with regards to access to the Confidential Information. A Party to this Contract who experiences a security breach involving Confidential Information covered by this Contract, agrees to promptly notify the other Party of such breach

29. **ENTIRE AGREEMENT**: This agreement contains the whole agreement between the Parties. It cancels and supersedes any previous agreement for the same or similar services.

Attachment: Cal Fire Amador (RES-2022-200 : CALFIRE Amador)

EXHIBIT D
ADDITIONAL PROVISIONS

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

Schedules

The following Schedules are included as part of this agreement (check boxes if they apply):

☒ **A. Fiscal Display, PRC 4142 AND/OR PRC 4144 -** STATE provided LOCAL AGENCY funded fire protection services. STATE-owned vehicles shall be operated and maintained in accordance with policies of STATE at rates listed in Exhibit D, Schedule A.

☒ **B. STATE Funded Resource** - A listing of personnel, crews and major facilities of the STATE overlapping or adjacent to the local agency area that may form a reciprocal part of this agreement.

☐ **C. LOCAL AGENCY Provided Local Funded Resources -** A listing of services, personnel, equipment and expenses, which are paid directly by the local agency, but which are under the supervision of the Unit Chief.

☐ **D. LOCAL AGENCY Owned STATE Maintained Vehicles** - Vehicle information pertaining to maintenance responsibilities and procedures for local agency-owned vehicles that may be a part of the agreement.

LOCAL AGENCY-owned firefighting vehicles shall meet and be maintained to meet minimum safety standards set forth in Title 49, Code of Federal Regulations; and Titles 8 and 13, California Code of Regulations.

LOCAL AGENCY-owned vehicles that are furnished to the STATE shall be maintained and operated in accordance to LOCAL AGENCY policies. In the event LOCAL AGENCY does not have such policies, LOCAL AGENCY-owned vehicles shall be maintained and operated in accordance with STATE policies. The cost of said vehicle maintenance and operation shall be at actual cost or at rates listed in Exhibit D, Schedule D.

Exhibit D, Schedule D is incorporated into this section if LOCAL AGENCY-owned vehicles listed in Exhibit D, Schedule D are to be operated, maintained, and repaired by STATE.

LOCAL AGENCY assumes full responsibility for all liabilities associated therewith in accordance with California Vehicle Code Sections 17000, 17001 et seq. STATE employees operating LOCAL AGENCY-owned vehicles shall be deemed employees of LOCAL AGENCY, as defined in Vehicle Code Section 17000. Except where LOCAL AGENCY would have no duty to indemnify STATE under Exhibit C, Section 6 for all LOCAL AGENCY-owned vehicles operated or used by employees of STATE under this agreement.

Attachment: Cal Fire Amador (RES-2022-200 : CALFIRE Amador)

LOCAL AGENCY employees, who are under the supervision of the Unit Chief and operating STATE-owned motor vehicles, as a part of the duties and in connection with fire protection and other emergency services, shall be deemed employees of STATE, as defined in Vehicle Code Section 17000 for acts or omissions in the use of such vehicles. Except where STATE would have no duty to indemnify LOCAL AGENCY under Exhibit C, Section 6.

E. Certification of Insurance - Provider Insurance Certification and/or proof of self-insurance.

Attachment: Cal Fire Amador (RES-2022-200 : CALFIRE Amador)

EXHIBIT D, SCHEDULE A

LOCAL FUNDED – STATE RESOURCES

FISCAL DISPLAY

PRC 4144

NAME OF LOCAL AGENCY: County of Mariposa (Amador)

CONTRACT NUMBER: **4CA05750**

Index: 4200 PCA: 48001 Fiscal Year: 2022/23 to 2022/23

This is Schedule A of Cooperative Agreement originally dated July 1, 2022, by and between CAL FIRE of the State of California and LOCAL AGENCY.

(See Attached)

Attachment: Cal Fire Amador (RES-2022-200 : CALFIRE Amador)

Fiscal Year:	**2022**			**PS Sub Total**	**$465,817**	**Contract Name:**	County of Mariposa Amador
Index:	**4200**	**Unit:**	MMU	**OE Sub Total**	**$27,768**		
PCA	**48001**			**Admin**	**$59,279**	**Contract No.:**	
PRC:	**4144**			**Total**	**$552,864**	**Page No.:**	18
Comments	Amador			Overtime Total:	$10,000		

This is a Schedule A - 4142 of the Cooperative Agreement, dated July 1, 2022 between *"Mariposa County"* and The California Department of Forestry and Fire Protection (CAL FIRE) Amador

CAL FIRE Unit Chief	Mike van Loben Sels
CAL FIRE Region Chief	

Number of Positions	Classification/ad-ons (Pick From List)	RET.	Period	Salary Months	Salary Rate	Total Salary	EDWC Rate	EDWC Periods	Total EDWC	Salary Benefits	FFI UI	EDWC Benefits	Total Salary & EDWC	Total Position Cost
7	Firefighter I	POF		5	$4,351	$152,285	$2,441	5	$85,435	$143,803	$21,914	$52,380	$455,817	$465,817
					$0	$0			$0	$0		$0	$0	
					$0	$0			$0	$0		$0	$0	
					$0	$0			$0	$0		$0	$0	
					$0	$0			$0	$0		$0	$0	
	Overtime					$10,000			$0	$0		$0	$10,000	
					$0	$0	$0	0	$0	$0	$0	$0	$0	$0
					$0	$0			$0	$0		$0	$0	
					$0	$0			$0	$0		$0	$0	
					$0	$0			$0	$0		$0	$0	
					$0	$0			$0	$0		$0	$0	
	Overtime								$0	$0		$0	$0	
					$0	$0	$0	0	$0	$0	$0	$0	$0	$0
					$0	$0			$0	$0		$0	$0	
					$0	$0			$0	$0		$0	$0	
					$0	$0			$0	$0		$0	$0	
					$0	$0			$0	$0		$0	$0	
	Overtime								$0	$0		$0	$0	
					$0	$0	$0	0	$0	$0	$0	$0	$0	$0
					$0	$0			$0	$0		$0	$0	
					$0	$0			$0	$0		$0	$0	
					$0	$0			$0	$0		$0	$0	
					$0	$0			$0	$0		$0	$0	
	Overtime								$0	$0		$0	$0	

Operating Expense

Category (Pick from List)	Details	Number	Months	Rate	Sub-Total	1.45% Uniform Benefits	Total
UNIFORM ALLOWANCE FOR BU8		7	5	$178	$ 6,213	$90	$ 6,303
							$ -
FACILITIES OPERATIONS		3	5				$ -
UTILITIES		3	5				$ -
EQUIPMENT		3	5	$1431	$ 21,465		$ 21,465
							$ -
							$ -
							$ -
							$ -
					Total OE		$ 27,768

Attachment: Cal Fire Amador (RES-2022-200 : CALFIRE Amador)

EXHIBIT D, SCHEDULE B

STATE FUNDED RESOURCES

NAME OF LOCAL AGENCY: County of Mariposa

This is Schedule B of Cooperative Agreement originally dated July 1, 2022 by and between CAL FIRE of the State of California and County of Mariposa.

FISCAL YEAR: **2022/2023**

MADERA-MARIPOSA-MERCED UNIT

Administration:

Unit Chief (1)
Deputy Chief (1)
Division Chief Operations (1)
Division Chief Camp Administrator/ Operations (1)
Division Chief Management Services (1)
Battalion Chief Fire Prevention (1)
Battalion Chief Training (1)
Battalion Chief Safety (1)
Battalion Chief Emergency Command Center (1)
Battalion Chief Operations (4.5)
Forester (1)
Forester II (1}
Fire Captain Fire Prevention/ Pre-fire Management (4)
Fire Captain Emergency Command Center (4)
Forestry Equipment Manager (1}
Heavy Equipment Mechanic (2)
Forestry Logistics Officer (1)
Clerical Positions (5)
WASPO (1)

Fire Control-Year Long:

Fire Captain - Crew (10)
Fire Captain - Stations (24)
Fire Apparatus Engineers (12)
Heavy Fire Equipment Operators (8)

Fire Control - Seasonal:

Fire Captain - Station (3)
Fire Apparatus Engineers (6)
Fire Fighters (85)

Attachment: Cal Fire Amador (RES-2022-200 : CALFIRE Amador)

EXHIBIT D, SCHEDULE E

This is Schedule E of Cooperative Agreement originally dated July 1, 2022, by and between the CAL FIRE of the State of California and LOCAL AGENCY

NAME OF LOCAL AGENCY:County of Mariposa (Amador)

The CAL FIRE, State of California and its officers, agents, employees, and servants are included as additional insured for the purposes of this contract. The State shall receive thirty (30) days prior written notice of any cancellation or change to the policy at the addresses listed in LG1, Page 2.

FISCAL YEAR: **2022**/23 **to 2022**/23

SELF-INSURANCE CERTIFICATION BY LOCAL AGENCY FOR TORT LIABILITY

This is to certify that LOCAL AGENCY has elected to be self-insured under the self-insurance provision provided in Exhibit C, Section 17.

By: _____ _____
Signature Printed Name

_____ _____
Title Date

SELF-INSURANCE CERTIFICATION BY LOCAL AGENCY FOR WORKER'S COMPENSATION BENEFITS

This is to certify that LOCAL AGENCY has elected to be self-insured for Workers' Compensation benefits which comply with Labor Code Section 3700 as provided in Exhibit C, Section 18.

By: _____ _____
Signature Printed Name

_____ _____
Title Date

SELF-INSURANCE CERTIFICATION BY LOCAL AGENCY FOR LOCAL AGENCY-OWNED VEHICLES

This is to certify that LOCAL AGENCY has elected to be self-insured for local agency-owned vehicles under the self-insurance provision provided in Exhibit D, Schedule D.

By: _____ _____
Signature Printed Name

_____ _____
Title Date

Attachment: Cal Fire Amador (RES-2022-200 : CALFIRE Amador)

MARIPOSA COUNTY

Administration · 966-3222

RESOLUTION - ACTION REQUESTED 2022-201

MEETING: April 5, 2022

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: CALFIRE Command and Control, Dispatch

Approve Agreement 4CA05749 in an Amount Not to Exceed $1,162,526.00 for CAL FIRE Command and Control and Dispatch Services from July 1, 2022 through June 30, 2023; and Authorize the Board of Supervisors Chair to Sign the Agreement.

CAL FIRE is respected as one of the best all-hazard response agencies in the world. As a partner to more than 140 California jurisdictions, including Mariposa County, they have extensive experience in all aspects of fire department management and service delivery.

This agreement represents a status quo continuation of dispatch and command and control services for Mariposa County Fire. The cost of services is increased by approximately five percent (5%) to accommodate inflation and state-negotiated CAL FIRE wage increases. Staff recommends approval at this time.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The County has previously used CAL FIRE and is currently using CAL FIRE for Command and Control Services, Amador plans for off-season staffing and dispatch.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Delay approval until the budget has been approved. This action may create a gap in services and/or allow for CAL FIRE to reallocate resources elsewhere.

Do not approve agreements. Staff will need additional direction to understand the long-term solution the board would like to pursue.

FINANCIAL IMPACT:
This agreements requires a commitment of up to $1,162,526 in the next fiscal year, which has not yet been budgeted.

ATTACHMENTS:
Cal Fire County of Mariposa LG1 (PDF)

REF ID# 12787

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

COOPERATIVE FIRE PROGRAMS
FIRE PROTECTION REIMBURSEMENT AGREEMENT
LG-1 REV. 11/2020

AGREEMENT NUMBER **4CA05749**

REGISTRATION NUMBER:

1. This Agreement is entered into between the State Agency and the Local Agency named below:

STATE AGENCY'S NAME
California Department of Forestry and Fire Protection – (CAL FIRE)

LOCAL AGENCY'S NAME
County of Mariposa

2. The term of this Agreement is: July 1, 2022 through June 30, 2023

3. The maximum amount of this Agreement is: $ 1,162,526.00
One million, one hundred sixty two thousand, five hundred twenty six dollars and zero cents

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

Exhibit A – Scope of Work – Includes page 2 (contact page) in count for Exhibit A	4	pages
Exhibit B – Budget Detail and Payment Provisions	2	pages
Exhibit C – General Terms and Conditions	7	pages
Exhibit D – Additional Provisions	7	pages
Exhibit E – Description of Other Services	3	pages

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

LOCAL AGENCY

LOCAL AGENCY'S NAME
County of Mariposa

BY *(Authorized Signature)* — DATE SIGNED *(Do not type)*

PRINTED NAME AND TITLE OF PERSON SIGNING
Rosemarie Smallcombe, Chair, Board of Supervisors

ADDRESS
5100 Bullion Street Mariposa, CA 95338

STATE OF CALIFORNIA

AGENCY NAME
California Department of Forestry and Fire Protection

BY *(Authorized Signature)* — DATE SIGNED *(Do not type)*

PRINTED NAME AND TITLE OF PERSON SIGNING
Chris Anthony, Assistant Deputy Director, Cooperative Fire Protection, Training & Safety

ADDRESS P.O. Box 944246, Sacramento, CA 94244-2460

California Department of General Services Use Only

Attachment: Cal Fire County of Mariposa LG1 (RES-2022-201 : CALFIRE Command and Control, Dispatch)

EXHIBIT A
COOPERATIVE FIRE PROGRAMS
FIRE PROTECTION REIMBURSEMENT AGREEMENT

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

CAL FIRE Unit Chief:	MMU	Local Agency:	County of Mariposa
Name:	Mike van Loben Sels	Name:	Dallin Kimble
Phone:	209-966-3611	Phone:	209-966-3222
Fax:	209-966-2907	Fax:	209-966-5147

All required correspondence shall be sent through U.S. Postal Service by certified mail and directed to:

CAL FIRE Unit Chief:	Mike van Loben Sels	Local Agency:	County of Mariposa
Section/Unit:	Madera-Mariposa-Merced	Section/Unit:	Fire Dept.
Attention:	Mike van Loben Sels	Attention:	Steven Ward
Address:	5366 Highway 49 North Mariposa, CA 95338	Address:	5100 Bullion Street Mariposa, CA 95338
Phone:	559-706-8800	Phone:	209-966-4330
Fax:	209-966-2907	Fax:	209-966-0252

Send an additional copy of all correspondence to:

CAL FIRE
Cooperative Fire Services
P.O. Box 944246
Sacramento, CA 94244-2460

AUTHORIZATION

As used herein, Director shall mean Director of CAL FIRE. This agreement, its terms and conditions are authorized under the Public Resources Code Sections 4141, 4142, 4143 and 4144, as applicable.

Attachment: Cal Fire County of Mariposa LG1 (RES-2022-201 : CALFIRE Command and Control, Dispatch)

EXHIBIT A
SCOPE OF WORK

Under Public Resources Code Section 4114 and other provisions of law, STATE maintains fire prevention and fire suppression forces including the necessary equipment, personnel, and facilities required to prevent and extinguish forest fires.

The purpose of this agreement is to provide mutually advantageous fire and emergency services through an effective consolidated organization, wherein the STATE is primarily financially responsible for protecting natural resources from vegetation fires and the LOCAL AGENCY is primarily financially responsible for protecting life and property from fires and other emergencies. The LOCAL AGENCY shall have sole authority to establish the fire protection organization and structure needed to meet the determined level of service. This level of service may be based on the LOCAL AGENCY governing board's established fiscal parameters and assessment of risks and hazards. LOCAL AGENCY personnel providing services under this agreement may include any one or a combination of the following: regular employees, persons temporarily employed and commonly known as volunteers, paid-call firefighters, or others temporarily employed to perform any emergency work or emergency service including, but not limited to fire prevention, fire suppression and emergency medical response.

To comply with the STATE's mandate for full cost recovery of goods and services provided for others, the LOCAL AGENCY shall be responsible for all STATE costs, both direct and indirect, required to execute the terms of this agreement. These costs shall include, but not be limited to: required training and associated post coverage, employee uniform and Personal Protective Equipment (PPE) costs.

1. FIRE PROTECTION SERVICES TO BE PROVIDED BY THE STATE

STATE provides a modern, full service fire protection and emergency incident management agency that provides comprehensive fire protection and other emergency incident response. STATE designs regional fire protection solutions for urban and rural communities by efficiently utilizing all emergency protection resources. Regional solutions provide the most effective method of protecting the citizens of California at local, county and state levels.

Fire protection services to be provided by STATE under this agreement shall include the following: (check boxes below that apply)

☒ 1) Emergency Fire Protection, Medical and Rescue Response: services include commercial, residential, and wildland fire protection, prevention and investigation; hazardous materials incident response; emergency vehicle extrication; hazardous conditions response (flooding, downed power lines, earthquake, terrorist incident, etc.); emergency medical and rescue response; and public service assistance. Also included are management support services that include fire department administration, training and safety, personnel, finance and logistical support.

☒ 2) Basic Life Support Services: emergency medical technician (EMT) level emergency medical response providing first aid, basic life support (BLS), airway management, administration of oxygen, bleeding control, and life support system stabilization until patients are transported to the nearest emergency care facility.

☐ 3) Advanced Life Support Services: paramedic level emergency medical response providing early advanced airway management, intravenous drug therapy, and life support system stabilization until patients are transported to the nearest emergency care facility.

Attachment: Cal Fire County of Mariposa LG1 (RES-2022-201 : CALFIRE Command and Control, Dispatch)

☒ 4) Dispatch Services: provide fire department 9-1-1 emergency dispatch by CAL FIRE Fire/Emergency Command Center (ECC). CAL FIRE will be responsible for fire/emergency dispatching emergency resource units covered under this agreement. The CAL FIRE ECC is staffed with a Battalion Chief, three or more Fire Captains and Communications Operators to provide 24/7 year-round coverage. There is always an officer of Captain rank or higher to serve as the shift supervisor and command officer. CAL FIRE uses an integrated Computer Aided Dispatch (CAD) system using the latest technology, to direct the closest available resources to all emergency incidents.

☐ 5) Fire Code Inspection, Prevention and Enforcement Services: CAL FIRE has staff Fire Inspectors serving under the direction of the LOCAL AGENCY Fire Marshal to provide services to the area covered by this agreement. Fire Code Enforcement will normally be available five days per week, with emergency or scheduled enforcement inspections available seven days per week. Fire Prevention and Investigation services will be provided by CAL FIRE Prevention Officers trained in arson, commercial, and wildland fire investigation. Officers are available by appointment for site visits and consultations. Officers are trained at CAL FIRE's Peace Officer Standard Training (POST) certified law enforcement training academy and they cooperate effectively with all local, state and federal law enforcement agencies.

☐ 6) Land Use/ Pre-Fire Planning Services – CAL FIRE staff will provide community land use planning, administration of Pre-Fire project work, including community outreach, development of community education programs, project quality control, maintenance of project records and submittal of progress reports, completion of required environmental documentation, acquisition of required permits and completion of other associated administrative duties.

☐ 7) Disaster planning services (listed in Exhibit E, Description of Other Services, attached hereto and made a part of this agreement)

☐ 8) Specific service descriptions and staffing coverage, by station (listed in Exhibit E, Description of Other Services, attached hereto and made a part of this agreement)

☒ 9) Extended Fire Protection Service Availability (Amador)

2. ADMINISTRATION

Under the requirements of California Public Resources Code Section 4114 and other provisions of law, STATE maintains fire prevention and firefighting services as outlined in Exhibit D, Schedule B of this agreement.

A. Director shall select and employ a Region Chief who shall, under the direction of the Director/Chief Deputy Director, manage all aspects of fire prevention and fire protection services and forestry-related programs.

B. Director will select and employ a Unit Chief who shall, under the supervision and direction of Director/Region Chief or a lawful representative, have charge of the organization described in Exhibit D, Schedules A, B and C included hereto and made a part of this agreement.

C. LOCAL AGENCY shall appoint the Unit Chief as the LOCAL AGENCY Fire Chief for all Emergency Fire Protection, Medical and Rescue Response Agreements, pursuant to applicable statutory authority. The Unit Chief may delegate this responsibility to qualified staff.

D. The Unit Chief may dispatch personnel and equipment listed in Exhibit D, Schedules A, B and C from the assigned station or location under guidelines established by LOCAL AGENCY and approved by STATE. Personnel and/or equipment listed in Exhibit D, Schedule B may be dispatched at the sole discretion of STATE.

Attachment: Cal Fire County of Mariposa LG1 (RES-2022-201 : CALFIRE Command and Control, Dispatch)

E. The Unit Chief shall exercise professional judgment consistent with STATE policy and his or her employment by STATE in authorizing or making any assignments to emergencies and other responses, including assignments made in response to requests for mutual aid.

F. Except as may be otherwise provided for in this agreement, STATE shall not incur any obligation on the part of LOCAL AGENCY to pay for any labor, materials, supplies or services beyond the total set forth in the respective Exhibit D, Schedules A and C, as to the services to be rendered pursuant to each Schedule.

G. Nothing herein shall alter or amend or be construed to alter or amend any Collective Bargaining Agreement or Memorandum of Understanding between the State of California and its employees under the State Employer-Employee Relations Act.

3. SUPPRESSION COST RECOVERY

As provided in Health and Safety Code (H&SC) Section 13009, STATE may bring an action for collection of suppression costs of any fire caused by negligence, violation of law, or failure to correct noticed fire safety violations. When using LOCAL AGENCY equipment and personnel under the terms of this agreement, STATE may, at the request of LOCAL AGENCY, bring such an action for collection of costs incurred by LOCAL AGENCY. In such a case LOCAL AGENCY appoints and designates STATE as its agent in said collection proceedings. In the event of recovery, STATE shall deduct fees and litigation costs in a proportional percentage amount based on verifiable and justifiable suppression costs for the fire at issue. These recovery costs are for services provided which are beyond the scope of those covered by the local government administrative fee.

In all such instances, STATE shall give timely notice of the possible application of H&SC Section 13009 to the representative designated by LOCAL AGENCY.

4. MUTUAL AID

When rendering mutual aid or assistance as authorized in H&SC Sections 13050 and 13054, STATE may, at the request of LOCAL AGENCY, demand payment of charges and seek reimbursement of LOCAL AGENCY costs for personnel, equipment and operating expenses as funded herein, under authority given by H&SC Sections 13051 and 13054. STATE, in seeking said reimbursement pursuant to such request of LOCAL AGENCY, shall represent LOCAL AGENCY by following the procedures set forth in H&SC Section 13052. Any recovery of LOCAL AGENCY costs, less expenses, shall be paid or credited to LOCAL AGENCY, as directed by LOCAL AGENCY.

In all such instances, STATE shall give timely notice of the possible application of H&SC Sections 13051 and 13054 to the officer designated by LOCAL AGENCY.

5. PROPERTY PURCHASE AND ACCOUNTING

LOCAL AGENCY shall be responsible for all costs associated with property required by personnel to carry out this agreement. Employee uniform costs will be assessed to the LOCAL AGENCY through the agreement billing process. Personal Protective Equipment (PPE) costs shall be the responsibility of the LOCAL AGENCY. By mutual agreement, PPE meeting the minimum specifications established by the STATE may be purchased directly by the LOCAL AGENCY. Alternately, the STATE will supply all PPE and the LOCAL AGENCY will be billed for costs incurred.

Attachment: Cal Fire County of Mariposa LG1 (RES-2022-201 : CALFIRE Command and Control, Dispatch)

All property provided by LOCAL AGENCY and by STATE for the purpose of providing fire protection services shall be marked and accounted for by the Unit Chief in such a manner as to conform to the regulations, if any, established by the parties for the segregation, care, and use of the respective properties.

Attachment: Cal Fire County of Mariposa LG1 (RES-2022-201 : CALFIRE Command and Control, Dispatch)

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. PAYMENT FOR SERVICES

A. LOCAL AGENCY shall pay STATE actual cost for fire protection services pursuant to this agreement an amount not to exceed that set forth in Exhibit D, Schedule A for each fiscal year. STATE shall prepare an Exhibit D, Schedule A each year, which shall be the basis for payment for the entire fiscal year for which services are provided.

B. Any other funds designated by LOCAL AGENCY to be expended under the supervision of or for use by a Unit Chief for fire protection services shall be set forth in Exhibit D, Schedule C. This clause shall not limit the right of LOCAL AGENCY to make additional expenditures, whether under Exhibit D, Schedule C or otherwise.

C. STATE shall invoice LOCAL AGENCY for the cost of fire protection services on a quarterly basis as follows:

1) For actual services rendered by STATE during the period of July 1 through September 30, by an invoice filed with LOCAL AGENCY on or after December 10.

2) For actual services rendered by STATE during the period October 1 through December 31, by an invoice filed with LOCAL AGENCY on or after December 31.

3) For actual services rendered by STATE during the period January 1 through March 31, by an invoice filed with LOCAL AGENCY on or after March 31.

4) For the estimated cost of services during the period April 1 through June 30, by an invoice filed in advance with LOCAL AGENCY on or after March 1.

5) A final statement shall be filed with LOCAL AGENCY by October 1 following the close of the fiscal year, reconciling the payments made by LOCAL AGENCY with the cost of the actual services rendered by STATE and including any other costs as provided herein, giving credit for all payments made by LOCAL AGENCY and claiming the balance due to STATE, if any, or refunding to LOCAL AGENCY the amount of any overpayment.

6) All payments by LOCAL AGENCY shall be made within thirty (30) days of receipt of invoice from STATE, or within thirty (30) days after the filing dates specified above, whichever is later.

7) The STATE reserves the right to adjust the frequency of billing and payment to a monthly cycle with a thirty (30) day written notice to the LOCAL AGENCY when:

a. The Director predicts a cash flow shortage, or

b. When determined by the Region Chief, after consulting with the Unit Chief and the LOCAL AGENCY Contract Administrator, that the LOCAL AGENCY may not have the financial ability to support the contract at the contract level.

D. Invoices shall include actual or estimated costs as provided herein of salaries and employee benefits for those personnel employed, charges for operating expenses and equipment and the administrative charge in accordance with Exhibit D, Schedule A. When "contractual rates" are indicated, the rate shall be based on an average salary plus all benefits. "Contractual rates" means an all-inclusive rate established in Exhibit

Attachment: Cal Fire County of Mariposa LG1 (RES-2022-201 : CALFIRE Command and Control, Dispatch)

D, Schedule A for total costs to STATE, per specified position, for 24-hour fire protection services during the period covered.

E. STATE shall credit the LOCAL AGENCY, or cover behind at no cost, for the costs of Non-post (e.g. Fire Marshal, Training Officer, etc.) positions and equipment assigned to STATE responsibility fires or other STATE funded emergency incidents. The STATE shall notify the LOCAL AGENCY when this occurs.

2. COST OF OPERATING AND MAINTAINING EQUIPMENT AND PROPERTY

The cost of maintaining, operating, and replacing any and all property and equipment, real or personal, furnished by the parties hereto for fire protection purposes, shall be borne by the party owning or furnishing such property or equipment unless otherwise provided for herein or by separate written agreement.

3. BUDGET CONTINGENCY CLAUSE

A. If the LOCAL AGENCY's governing authority does not appropriate sufficient funds for the current year or any subsequent years covered under this Agreement, which results in an inability to pay the STATE for the services specified in this Agreement, the LOCAL AGENCY shall promptly notify the STATE and this Agreement will terminate pursuant to the notice periods required herein.

B. If funding for any fiscal year is reduced or deleted by the LOCAL AGENCY for purposes of this program, the LOCAL AGENCY shall promptly notify the STATE, and the STATE shall have the option to either cancel this Agreement with no liability occurring to the STATE, or offer an agreement amendment to LOCAL AGENCY to reflect the reduced amount, pursuant to the notice terms herein.

C. If the STATE Budget Act does not appropriate sufficient funds to provide the services for the current year or any subsequent years covered under this Agreement, which results in an inability to provide the services specified in this Agreement to the LOCAL AGENCY, the STATE shall promptly notify the LOCAL AGENCY, and this Agreement will terminate pursuant to the notice periods required herein.

D. If funding for any fiscal year is reduced or deleted by the STATE Budget Act for purposes of this program, the STATE shall promptly notify the LOCAL AGENCY, and the LOCAL AGENCY shall have the option to either cancel this Agreement with no liability occurring to the LOCAL AGENCY, or offer an agreement amendment to LOCAL AGENCY to reflect the reduced services, pursuant to the notice terms herein.

E. Notwithstanding the foregoing provisions in paragraphs A and B above, the LOCAL AGENCY shall remain responsible for payment for all services actually rendered by the STATE under this Agreement regardless of LOCAL AGENCY funding being reduced, deleted or not otherwise appropriated for this program. The LOCAL AGENCY shall promptly notify the STATE in writing of any budgetary changes that would impact this Agreement.

F. LOCAL AGENCY and STATE agree that this Budget Contingency Clause shall not relieve or excuse either party from its obligation(s) to provide timely notice as may be required elsewhere in this Agreement.

Attachment: Cal Fire County of Mariposa LG1 (RES-2022-201 : CALFIRE Command and Control, Dispatch)

EXHIBIT C
GENERAL TERMS AND CONDITIONS

1. **APPROVAL**: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. STATE will not commence performance until such approval has been obtained.

2. **AMENDMENT**: This agreement may be amended by mutual consent of LOCAL AGENCY and STATE. 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.

   If during the term of this agreement LOCAL AGENCY shall desire a reduction in STATE civil service employees assigned to the organization provided for in Exhibit D, Schedule A, LOCAL AGENCY shall provide 120 days written notice of the requested reduction. Notification shall include the following: (1) The total amount of reduction; (2) The firm effective date of the reduction; and (3) The number of employees, by classification, affected by a reduction. If such notice is not provided, LOCAL AGENCY shall reimburse STATE for relocation costs incurred by STATE as a result of the reduction. Personnel reductions resulting solely from an increase in STATE employee salaries or STATE expenses occurring after signing this agreement and set forth in Exhibit D, Schedule A to this agreement shall not be subject to relocation expense reimbursement by LOCAL AGENCY.

   If during the term of this agreement costs to LOCAL AGENCY set forth in any Exhibit D, Schedule A to this agreement increase and LOCAL AGENCY, in its sole discretion, determines it cannot meet such increase without reducing services provided by STATE, LOCAL AGENCY shall within one hundred twenty (120) days of receipt of such Schedule notify STATE and designate which adjustments shall be made to bring costs to the necessary level. If such designation is not received by STATE within the period specified, STATE shall reduce services in its sole discretion to permit continued operation within available funds.

3. **ASSIGNMENT**: This Agreement is not assignable by the LOCAL AGENCY either in whole or in part, without the consent of the STATE in the form of a formal written amendment.

4. **EXTENSION OF AGREEMENT**:

   A. One year prior to the date of expiration of this agreement, LOCAL AGENCY shall give STATE written notice of whether LOCAL AGENCY will extend or enter into a new agreement with STATE for fire protection services and, if so, whether LOCAL AGENCY intends to change the level of fire protection services from that provided by this agreement. If this agreement is executed with less than one year remaining on the term of the agreement, LOCAL AGENCY shall provide this written notice at the time it signs the agreement and the one year notice requirement shall not apply.

   B. If LOCAL AGENCY fails to provide the notice, as defined above in (A), STATE shall have the option to extend this agreement for a period of up to one year from the original termination date and to continue providing services at the same or reduced level as STATE determines would be appropriate during the extended period of this agreement. Six months prior to the date of expiration of this agreement, or any extension hereof, STATE shall give written notice to LOCAL AGENCY of any extension of this agreement and any change in the level of fire protection services STATE will provide during the extended period of this agreement. Services provided and obligations incurred by STATE during an extended period shall be accepted by LOCAL AGENCY as services and obligations under the terms of this agreement.

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C. The cost of services provided by STATE during the extended period shall be based upon the amounts that would have been charged LOCAL AGENCY during the fiscal year in which the extended period falls had the agreement been extended pursuant hereto. Payment by LOCAL AGENCY for services rendered by STATE during the extended period shall be as provided in Exhibit B, Section 1, B of this agreement.

5. **AUDIT**: STATE, including the Department of General Services and the Bureau of State Audits, and LOCAL AGENCY agree that their designated representative shall have the right to review and to copy any records and supporting documentation of the other party hereto, pertaining to the performance of this agreement. STATE and LOCAL AGENCY agree to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated, and to allow the auditor(s) of the other party access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. STATE and LOCAL AGENCY agree to a similar right to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

6. **INDEMNIFICATION**: Each party, to the extent permitted by law, agrees to indemnify, defend and save harmless the other party, its officers, agents and employees from (1) any and all claims for economic 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 to that party and (2) from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by that party, in the performance of any activities of that party under this agreement, except where such injury or damage arose from the sole negligence or willful misconduct attributable to the other party or from acts not within the scope of duties to be performed pursuant to this agreement; and (3) each party shall be responsible for any and all claims that may arise from the behavior and/or performance of its respective employees during and in the course of their employment to this cooperative agreement.

7. **DISPUTES**: LOCAL AGENCY shall select and appoint a "Contract Administrator" who shall, under the supervision and direction of LOCAL AGENCY, be available for contract resolution or policy intervention with the STATE's Region Chief when, upon determination by the designated STATE representative, the Unit Chief acting as LOCAL AGENCY's Fire Chief under this agreement faces a situation in which a decision to serve the interest of LOCAL AGENCY has the potential to conflict with STATE interest or policy. Any dispute concerning a question of fact arising under the terms of this agreement which is not disposed of within a reasonable period of time by the LOCAL AGENCY and STATE employees normally responsible for the administration of this agreement shall be brought to the attention of the CAL FIRE Director or designee and the Chief Executive Officer (or designated representative) of the LOCAL AGENCY for joint resolution. For purposes of this provision, a "reasonable period of time" shall be ten (10) calendar days or less. STATE and LOCAL AGENCY agree to continue with the responsibilities under this Agreement during any dispute.

8. **TERMINATION FOR CAUSE/CANCELLATION**:

A. If LOCAL AGENCY fails to remit payments in accordance with any part of this agreement, STATE may terminate this agreement and all related services upon 60 days written notice to LOCAL AGENCY. Termination of this agreement does not relieve LOCAL AGENCY from providing STATE full compensation in accordance with terms of this agreement for services actually rendered by STATE pursuant to this agreement.

Attachment: Cal Fire County of Mariposa LG1 (RES-2022-201 : CALFIRE Command and Control, Dispatch)

B. This agreement may be cancelled at the option of either STATE or LOCAL AGENCY at any time during its term, with or without cause, on giving one year's written notice to the other party. Either LOCAL AGENCY or STATE electing to cancel this agreement shall give one year's written notice to the other party prior to cancellation.

9. **INDEPENDENT CONTRACTOR**: Unless otherwise provided in this agreement LOCAL AGENCY and the agents and employees of LOCAL AGENCY, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the STATE.

10. **NON-DISCRIMINATION CLAUSE:** During the performance of this agreement, LOCAL AGENCY shall be an equal opportunity employer and shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS) mental disability, medical condition (e.g.cancer), age (over 40), marital status, denial of family care leave, veteran status, sexual orientation, and sexual identity. LOCAL AGENCY shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. LOCAL AGENCY shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. LOCAL AGENCY shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

    In addition, LOCAL AGENCY acknowledges that it has obligations relating to ethics, Equal Employment Opportunity (EEO), the Fire Fighter's Bill of Rights Act (FFBOR), and the Peace Officer's Bill of Rights Act (POBOR). LOCAL AGENCY shall ensure that its employees comply with all the legal obligations relating to these areas. LOCAL AGENCY shall ensure that its employees are provided appropriate training.

11. **TIMELINESS**: Time is of the essence in the performance of this agreement.

12. **COMPENSATION**: The consideration to be paid STATE, as provided herein, shall be in compensation for all of STATE's expenses incurred in the performance hereof, including travel, per Diem, and taxes, unless otherwise expressly so provided.

13. **GOVERNING LAW**: This agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

14. **CHILD SUPPORT COMPLIANCE ACT**: "For any Agreement in excess of $100,000, the LOCAL AGENCY acknowledges in accordance with Public Contract Code 7110, that:

    A. The LOCAL AGENCY recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

    B. The LOCAL AGENCY, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department."

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15. **UNENFORCEABLE PROVISION**: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

16. **COMPLIANCE WITH THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)**

    The STATE and LOCAL AGENCY have a responsibility to comply with the provisions of the 1996 Federal Health Insurance Portability and Accountability Act (HIPAA) and the 2001 State Health Insurance Portability and Accountability Implementation Act. HIPAA provisions become applicable once the association and relationships of the health care providers are determined by the LOCAL AGENCY. It is the LOCAL AGENCY'S responsibility to determine their status as a "covered entity" and the relationships of personnel as "health care providers", "health care clearinghouse", "hybrid entities", business associates", or "trading partners". STATE personnel assigned to fill the LOCAL AGENCY'S positions within this Agreement, and their supervisors, may fall under the requirements of HIPAA based on the LOCAL AGENCY'S status. It is the LOCAL AGENCY'S responsibility to identify, notify, train, and provide all necessary policy and procedures to the STATE personnel that fall under HIPAA requirements so that they can comply with the required security and privacy standards of the act.

17. **LIABILITY INSURANCE**

    The STATE and LOCAL AGENCY shall each provide proof of insurance in a form acceptable to the other party at no cost one to the other, to cover all services provided and use of local government facilities covered by this agreement. If LOCAL AGENCY is insured and/or self-insured in whole or in part for any losses, LOCAL AGENCY shall provide a completed Certification of Self Insurance (Exhibit D, Schedule E) or certificate of insurance, executed by a duly authorized officer of LOCAL AGENCY. Upon request of LOCAL AGENCY the STATE shall provide a letter from DGS, Office Risk and Insurance Management executed by a duly authorized officer of STATE. If commercially insured in whole or in part, a certificate of such coverage executed by the insurer or its authorized representative shall be provided.

    Said commercial insurance or self-insurance coverage of the LOCAL AGENCY shall include the following:

    A. Fire protection and emergency services - Any commercial insurance shall provide at least general liability for $5,000,000 combined single limit per occurrence.

    B. Dispatch services – Any commercial insurance shall provide at least general liability for $1,000,000 combined single limit per occurrence.

    C. The CAL FIRE, State of California, its officers, agents, employees, and servants are included as additional insured's for purposes of this contract.

    D. The STATE shall receive thirty (30) days prior written notice of any cancellation or change to the policy at the addresses listed on page 2 of this agreement.

18. **WORKERS COMPENSATION**: (only applies where local government employees/volunteers are supervised by CAL FIRE, as listed in Exhibit D Schedule C. STATE contract employees' workers compensation is included as part of the contract personnel benefit rate).

    A. Workers' Compensation and related benefits for those persons, whose use or employment is contemplated herein, shall be provided in the manner prescribed by California Labor Codes, State Interagency Agreements and other related laws, rules, insurance policies, collective bargaining agreements, and memorandums of understanding.

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B. The STATE Unit Chief administering the organization provided for in this agreement shall not use, dispatch or direct any non STATE employees, on any work which is deemed to be the responsibility of LOCAL AGENCY, unless and until LOCAL AGENCY provides for Workers' Compensation benefits at no cost to STATE. In the event STATE is held liable, in whole or in part, for the payment of any Worker's Compensation claim or award arising from the injury or death of any such worker, LOCAL AGENCY agrees to compensate STATE for the full amount of such liability.

C. The STATE /LOCAL AGENCY shall receive proof of Worker's Compensation coverage and shall be notified of any cancellation and change of coverage at the addresses listed in Section 1.

19. **CONFLICT OF INTEREST**: LOCAL AGENCY needs to be aware of the following provisions regarding current or former state employees. If LOCAL AGENCY has any questions on the status of any person rendering services or involved with the Agreement, the STATE must be contacted immediately for clarification.

    Current State Employees (Public 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 (Public 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 LOCAL AGENCY violates any provisions of above paragraphs, such action by LOCAL AGENCY shall render this Agreement void. (Public 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. (Public Contract Code §10430 (e))

20. **LABOR CODE/WORKERS' COMPENSATION**: LOCAL AGENCY 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 LOCAL AGENCY affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

21. **AMERICANS WITH DISABILITIES ACT**: LOCAL AGENCY assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the

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basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

22. **LOCAL AGENCY NAME CHANGE**: An amendment is required to change the LOCAL AGENCY'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.

23. **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.

24. **AIR OR WATER POLLUTION VIOLATION**: Under the State laws, the LOCAL AGENCY 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.

25. **AFFIRMATIVE ACTION**. STATE certifies its compliance with applicable federal and State hiring requirements for persons with disabilities, and is deemed by LOCAL AGENCY to be in compliance with the provisions of LOCAL AGENCY'S Affirmative Action Program for Vendors.

26. **DRUG AND ALCOHOL-FREE WORKPLACE**. As a material condition of this Agreement, STATE agrees that it and its employees, while performing service for LOCAL AGENCY, on LOCAL AGENCY property, or while using LOCAL AGENCY equipment, shall comply with STATE's Employee Rules of Conduct as they relate to the possession, use, or consumption of drugs and alcohol.

27. **ZERO TOLERANCE FOR FRAUDULENT CONDUCT IN LOCAL AGENCY SERVICES**. STATE shall comply with any applicable "Zero Tolerance for Fraudulent Conduct in LOCAL AGENCY Services." There shall be "Zero Tolerance" for fraud committed by contractors in the administration of LOCAL AGENCY programs and the provision of LOCAL AGENCY services. Upon proven instances of fraud committed by the STATE in connection with performance under the Agreement, the Agreement may be terminated consistent with the termination for cause/cancellation term, Exhibit C, section 8, subsection B, of Cooperative Fire Programs Fire Protection Reimbursement Agreement, LG-1, between the California Department of Forestry and Fire Protection (CAL FIRE) and the LOCAL AGENCY.

28. **CONFIDENTIAL INFORMATION**. "Confidential information" means information designated by CAL FIRE and/or the LOCAL AGENCY disclosure of which is restricted, prohibited or privileged by State and federal law. Confidential Information includes, but is not limited to, information exempt from disclosure under the California Public Records Act (Government Code Sections 6250 et seq.) Confidential Information includes but is not limited to all records as defined in Government Code section 6252 as well as verbal communication of Confidential Information. Any exchange of Confidential Information between parties shall not constitute a "waiver" of any exemption pursuant to Government Code section 6254.5

    CAL FIRE and LOCAL AGENCY personnel allowed access to information designated as Confidential Information shall be limited to those persons with a demonstrable business need for such access. CAL FIRE and LOCAL AGENCY agree to provide a list of authorized personnel in writing as required by Government Code section 6254.5(e). CAL FIRE and the

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LOCAL AGENCY agree to take all necessary measures to protect Confidential Information and shall impose all the requirements of this Agreement on all of their respective officers, employees and agents with regards to access to the Confidential Information. A Party to this Contract who experiences a security breach involving Confidential Information covered by this Contract, agrees to promptly notify the other Party of such breach

29. **ENTIRE AGREEMENT**: This agreement contains the whole agreement between the Parties. It cancels and supersedes any previous agreement for the same or similar services.

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EXHIBIT D
ADDITIONAL PROVISIONS

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

Schedules

The following Schedules are included as part of this agreement (check boxes if they apply):

☒ **A. Fiscal Display, PRC 4142 AND/OR PRC 4144 -** STATE provided LOCAL AGENCY funded fire protection services. STATE-owned vehicles shall be operated and maintained in accordance with policies of STATE at rates listed in Exhibit D, Schedule A.

☒ **B. STATE Funded Resource** - A listing of personnel, crews and major facilities of the STATE overlapping or adjacent to the local agency area that may form a reciprocal part of this agreement.

☒ **C. LOCAL AGENCY Provided Local Funded Resources -** A listing of services, personnel, equipment and expenses, which are paid directly by the local agency, but which are under the supervision of the Unit Chief.

☐ **D. LOCAL AGENCY Owned STATE Maintained Vehicles** - Vehicle information pertaining to maintenance responsibilities and procedures for local agency-owned vehicles that may be a part of the agreement.

LOCAL AGENCY-owned firefighting vehicles shall meet and be maintained to meet minimum safety standards set forth in Title 49, Code of Federal Regulations; and Titles 8 and 13, California Code of Regulations.

LOCAL AGENCY-owned vehicles that are furnished to the STATE shall be maintained and operated in accordance to LOCAL AGENCY policies. In the event LOCAL AGENCY does not have such policies, LOCAL AGENCY-owned vehicles shall be maintained and operated in accordance with STATE policies. The cost of said vehicle maintenance and operation shall be at actual cost or at rates listed in Exhibit D, Schedule D.

Exhibit D, Schedule D is incorporated into this section if LOCAL AGENCY-owned vehicles listed in Exhibit D, Schedule D are to be operated, maintained, and repaired by STATE.

LOCAL AGENCY assumes full responsibility for all liabilities associated therewith in accordance with California Vehicle Code Sections 17000, 17001 et seq. STATE employees operating LOCAL AGENCY-owned vehicles shall be deemed employees of LOCAL AGENCY, as defined in Vehicle Code Section 17000. Except where LOCAL AGENCY would have no duty to indemnify STATE under Exhibit C, Section 6 for all LOCAL AGENCY-owned vehicles operated or used by employees of STATE under this agreement.

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LOCAL AGENCY employees, who are under the supervision of the Unit Chief and operating STATE-owned motor vehicles, as a part of the duties and in connection with fire protection and other emergency services, shall be deemed employees of STATE, as defined in Vehicle Code Section 17000 for acts or omissions in the use of such vehicles. Except where STATE would have no duty to indemnify LOCAL AGENCY under Exhibit C, Section 6.

E. Certification of Insurance - Provider Insurance Certification and/or proof of self-insurance.

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EXHIBIT D, SCHEDULE A

LOCAL FUNDED – STATE RESOURCES

FISCAL DISPLAY

PRC 4142

NAME OF LOCAL AGENCY: County of Mariposa

CONTRACT NUMBER: **4CA05749**

Index: 4200 PCA: 48000 Fiscal Year: 2022/23 to 2022/23

This is Schedule A of Cooperative Agreement originally dated July 1, 2022, by and between CAL FIRE of the State of California and LOCAL AGENCY.

(See Attached)

Attachment: Cal Fire County of Mariposa LG1 (RES-2022-201 : CALFIRE Command and Control, Dispatch)

Fiscal Year:	**2022**		**PS Sub Total**	**$1,018,270**	**Contract Name:** County of M
Index:	**4200**	**Unit:** MMU	**OE Sub Total**	**$19,608**	
PCA	**48000**		**Admin**	**$124,649**	**Contract No.:** 4CA05749
PRC:	**4142**		**Total**	**$1,162,526**	**Page No.:**
Comments	Schedule A		Overtime Total:	$35,000	

This is a Schedule A - 4142 of the Cooperative Agreement, dated July 1, 2022 between *"Mariposa County"* and The California Department of Forestry and Fire Protection (CAL FIRE)

CAL FIRE Unit Chief	Mike van Loben Sels
CAL FIRE Region Chief	

Number of Positions	Classification/ad-ons (Pick From List)	RET.	Period	Salary Months	Salary Rate	Total Salary	EDWC Rate	EDWC Periods	Total EDWC	Salary Benefits	FFI UI	EDWC Benefits	Total Salar EDWC
1	Assistant Chief (Supervisory) - Division Chief	POF		12	$10,452	$125,424	$0	12	$0	$118,438	$0	$0	$243
1	Longevity Pay Differential - 7%	POF		12	$0	$8,780			$0	$8,291		$0	$17
1	Assistant Chief (Supervisory) Recruitment and Retention Pay Differential	POF		12	$1,851	$22,212			$0	$20,975		$0	$43
					$0	$0			$0	$0		$0	
					$0	$0			$0	$0		$0	
	Overtime								$0	$0		$0	
1	Battalion Chief (Nonsupervisory)	POF		12	$6,983	$83,796	$4,061	12	$48,732	$79,129	$0	$29,878	$241
1	Longevity Pay Differential - 7%	POF		12	$0	$5,866			$0	$5,539		$0	$11
1	Education Incentive Pay Differential	POF		12	$75	$900			$0	$850		$0	$1
					$0	$0			$0	$0		$0	
					$0	$0			$0	$0		$0	
	Overtime					$5,000			$0	$0		$0	$5
1	Fire Captain, Range A	POF		12	$6,017	$72,204	$3,505	12	$42,060	$68,182	$0	$25,787	$208
1	Longevity Pay Differential - 7%	POF		12	$0	$5,054			$0	$4,773		$0	$9
					$0	$0			$0	$0		$0	
					$0	$0			$0	$0		$0	
					$0	$0			$0	$0		$0	
	Overtime					$10,000			$0	$0		$0	$10
1.5	Communications Operator, Range B	SAF		12	$6,389	$115,002	$0	0	$0	$73,440	$0	$0	$188
1.5	Longevity Pay Differential - 7%	SAF		12	$0	$8,050			$0	$5,141		$0	$13
1.5	Education Incentive Pay Differential	SAF		12	$75	$1,350			$0	$862		$0	$2
1.5	Night-Shift Pay Differential	SAF		6	$173	$1,560			$0	$996		$0	$2
					$0	$0			$0	$0		$0	
	Overtime					$20,000			$0	$0		$0	$20

Operating Expense

Category (Pick from List)	Details	Number	Months	Rate	Sub-Total	1.45% Uniform Benefits	Total
UNIFORM ALLOWANCE FOR BU8		3	12	$178	$ 6,390	$93	$ 6,483
NIFORM ALLOWANCE FOR COMM OP		1.5	12	$104	$ 1,875		$ 1,875
COMMUNICATIONS		1.5	1	$2500	$ 3,750		$ 3,750
TRAINING		1	1	$2500	$ 2,500		$ 2,500
OTHER ITEMS OF EXPENSE		1	1	$5000	$ 5,000		$ 5,000
							$ -
							$ -
							$ -
							$ -

Total OE $ 19,608

Attachment: Cal Fire County of Mariposa LG1 (RES-2022-201 : CALFIRE Command and Control, Dispatch)

EXHIBIT D, SCHEDULE B

STATE FUNDED RESOURCES

NAME OF LOCAL AGENCY: County of Mariposa

This is Schedule B of Cooperative Agreement originally dated July 1, 2022 by and between CAL FIRE of the State of California and County of Mariposa.

FISCAL YEAR: 2022/2023

MADERA-MARIPOSA-MERCED UNIT

Administration:

Unit Chief (1)
Deputy Chief (1)
Division Chief Operations (1)
Division Chief Camp Administrator/ Operations (1)
Division Chief Management Services (1)
Battalion Chief Fire Prevention (1)
Battalion Chief Training (1)
Battalion Chief Safety (1)
Battalion Chief Emergency Command Center (1)
Battalion Chief Operations (4.5)
Forester (1)
Fire Captain Fire Prevention/ Pre-fire Management (4) Fire Captain Emergency Command Center (4)
Forestry Equipment Manager (1)
Heavy Equipment Mechanic (3)
Forestry Logistics Officer (1)
Clerical Positions (5)
WASP0(1)

Fire Control-Year Long:

Fire Captain - Crew (10)
Fire Captain-Stations (24)
Fire Apparatus Engineers (12)
Heavy Fire Equipment Operators (6)

Fire Control-Seasonal.

Fire Captain-Station (3)
Fire Apparatus Engineers (6)
Fire Fighters (85)

Attachment: Cal Fire County of Mariposa LG1 (RES-2022-201 : CALFIRE Command and Control, Dispatch)

EXHIBIT D, SCHEDULE C

LOCAL FUNDED LOCAL RESOURCES ASSIGNED TO THE CAL FIRE Unit

NAME OF LOCAL AGENCY: County of Mariposa

This is Schedule C of Cooperative Agreement originally dated July 1, 2022 by and between CAL FIRE of the State of California and County of Mariposa.

FISCAL YEAR: 2022/2023

Fire stations·

Station 21 - Midpines
Station 22 - MPUD
Station 23-Cathey's Valley
Station 24 - Don Pedro
Station25-Mt. Bullion/Airport
Station 26 - Coulterville
Station 27 - Mormon Bar
Station 28 - Bridgeport
Station 29 - Lushmeadows
Station31-Greeley Hill
Station 32-Ponderosa Basin
Station 33- FishCamp
Station 36--Hunter's Valley
Station 37 - Bootjack
ROP program - Mariposa H.S.

- 29 – Engines
- 12 – Type I engines
- 11 - Type VI 4wd
- 7 - Water Tenders
- various models 3000gal, 750gpm
- 1-Rescue
- 2- Trailers
- 1-Preventiontrailer

Personnel:

2 - Office Support Personnel
68 -volunteer members

Equipment:

- 3 – SUV admin pool vehicles
- 1 – Dodge 1500 Pick up 4wd
- 1 – Chevrolet Silverado 4WD
- 5 - Ford 2500 4WD

Attachment: Cal Fire County of Mariposa LG1 (RES-2022-201 : CALFIRE Command and Control, Dispatch)

EXHIBIT D, SCHEDULE E

This is Schedule E of Cooperative Agreement originally dated July 1, 2022, by and between the CAL FIRE of the State of California and LOCAL AGENCY

NAME OF LOCAL AGENCY:County of Mariposa

The CAL FIRE, State of California and its officers, agents, employees, and servants are included as additional insured for the purposes of this contract. The State shall receive thirty (30) days prior written notice of any cancellation or change to the policy at the addresses listed in LG1, Page 2.

FISCAL YEAR: **2022**/23 **to 2022**/23

SELF-INSURANCE CERTIFICATION BY LOCAL AGENCY FOR TORT LIABILITY

This is to certify that LOCAL AGENCY has elected to be self-insured under the self-insurance provision provided in Exhibit C, Section 17.

By: _____ _____
Signature Printed Name

_____ _____
Title Date

SELF-INSURANCE CERTIFICATION BY LOCAL AGENCY FOR WORKER'S COMPENSATION BENEFITS

This is to certify that LOCAL AGENCY has elected to be self-insured for Workers' Compensation benefits which comply with Labor Code Section 3700 as provided in Exhibit C, Section 18.

By: _____ _____
Signature Printed Name

_____ _____
Title Date

SELF-INSURANCE CERTIFICATION BY LOCAL AGENCY FOR LOCAL AGENCY-OWNED VEHICLES

This is to certify that LOCAL AGENCY has elected to be self-insured for local agency-owned vehicles under the self-insurance provision provided in Exhibit D, Schedule D.

By: _____ _____
Signature Printed Name

_____ _____
Title Date

Attachment: Cal Fire County of Mariposa LG1 (RES-2022-201 : CALFIRE Command and Control, Dispatch)

EXHIBIT E
DESCRIPTION OF OTHER SERVICES (PAGE 1)

NAME OF LOCAL AGENCY: County of Mariposa

This is a description of lead positions within the Schedule A Cooperative Agreement (Amador) originally dated July 1, 2022 by and between CAL FIRE of the State of California and County of Mariposa.

FISCAL YEAR: 2022/2023

Administration:

Duties and Responsibilities of the:

Mariposa County Fire Chief:

The Madera-Mariposa-Merced Unit Chief, acts as the Mariposa County Fire Chief in accordance with the California Department of Forestry & Fire Protection (CAL FIRE) Cooperative Fire Protection Agreement and is appointed by the Mariposa County Board of Supervisors to serve in that capacity. The Fire Chief serves at the direction of, and receives overall administrative policy guidance from, the County Administrative Officer. The Fire Chief provides leadership, guidance, and management direction in all Fire Department activities, including personnel and administrative issues. The Fire Chief directs and is responsible for major department programs which include performing and coordinating personnel. management, organizational staffing, financing, equipment management and maintenance, communications and records, fire prevention and suppression methods, assisting in disaster. preparedness, and laws, rules and regulations relating to the fire department and the control and prevention of fires.

The Fire Chief acts as the Fire Official relating to Fire Code Inspection, Prevention and Enforcement Services, for the purposes of fire department business or requirements. The Fire Chief may initiate processes to inspect occupancies accordance with State Fire Marshal regulations and will specifically address buildings identified as Group A Occupancies, where the State Fire Marshal has the authority and responsibility to inspect. The Fire Chief is responsible to work in cooperation with other County Building personnel for review and recommendations to the County Planning Commission and the Board of Supervisors relating to all fire defense system proposals pursuant to County ordinances resolutions, regulations, and policies.

The Fire · Chief provides direction to staff in coordination of the preparation, development, and expenditures of the Schedule A and C budgets, the maintenance, repair, improvement, and replacement of equipment, fire. stations, and other facilities; the inventory and requisitioning of materials, supplies, and equipment; the continuing development and utilization of a fire communications system; and the preparation of records and reports including inspections of the fire company equipment and facilities as necessary.

Attachment: Cal Fire County of Mariposa LG1 (RES-2022-201 : CALFIRE Command and Control, Dispatch)

EXHIBIT E
DESCRIPIDN OF OTHER SERVICES (cont.)

The Fire Chief coordinates and implements all policies and procedures pertaining to volunteer fire companies and support functions within Mariposa County Fire Department as directed by the Mariposa Board of Supervisors. All volunteers remain employees of Mariposa County Fire and any labor relations or human resources issues; including progressive discipline, worker's compensation insurance, and liabilities for loss or damage will remain the responsibility of the County of Mariposa as determined within the policies and procedures of the fire department and county ordinances.

In an effort to improve fire protection, and because cooperative and regional tire protection assists all agencies in reducing costs, improving response times and enhancing staffing levels; the Fire Chief will work with the County Administrative Officer, and seek approval through the Board of Supervisors, in the coordination and facilitation of any Automatic Aid/Mutual Aid Agreements for fire protection between Mariposa County, the Counties that lie contiguous to Mariposa County and the Mariposa Pubic **Utilities** District **(MPUD).**

Division Chief

Under the direction of the Fire Chief, the Mariposa Division Chief provides day interaction with all fire department staff, County Department Heads, the County Administrative Officer, and the Board of Supervisors. The Division Chief supervises the Battalion Chiefs and manages ·routine administration affecting the Division including personnel management for both full-time and volunteer ·staff, equipment management and maintenance, communications, fleet management, fire prevention and suppression, disaster preparedness, and laws, rules and regulations relating to the fire department.

The Division Chief coordinates with the Fire Chief in the preparation of the budgets, equipment, fire stations, and other facility issues, inventory, materials; and supplies. The Division Chief will represent the Fire Chief at public functions, routine county meetings, Department Head meetings, and Board of Supervisor meetings when the Fire Chief is not able to attend, or as necessary.

The Division Chief is responsible for recruitment and retention of volunteer fire fighters and will ensure that adequate training programs are instituted on a regular basis for all volunteer fire fighters.

Battalion Chief-Administrative:

Under the direction of the Mariposa Division Chief, the Administrative Battalion Chief is responsible for relief battalion coverage, response and personnel management, and the coordination and managing of administrative activities within the Division. They provide supervision and direction to the training Captain and the Schedule C County Administrative personnel. The Battalion Chief is responsible for the management and administration of the

Attachment: Cal Fire County of Mariposa LG1 (RES-2022-201 : CALFIRE Command and Control, Dispatch)

EXHBITE

DESCRIPTION OF OTHER SERVICES
(cont.}

Mariposa County Fire Department Volunteer program including the countywide volunteer recruitment and retention efforts and volunteer training.

The Battalion Chief will function as the fire department liaison for disaster preparedness and will work cooperatively with the Sheriff's office in both Search & Rescue and OES processes. Additional duties include developing and submitting grants for Mariposa County Fire Department. Additional duties include training and overstaff the State Fire Marshal inspection programs to assist the county in becoming compliant with Class A SFM occupancy inspections.

The Battalion Chief will be the administrator of the Mariposa County Fire Department Emergency Medical Services (EMS) program. They will ensure that all paid staff and volunteer firefighters adhere to the EMS policies and procedures as developed by the Fire Chief, with approval of the Board of Supervisors. Specifically, the EMS program will include mass casualty incidents and familiarity with the Regional MCI protocol, adherence to Mountain Valley Emergency Medical Service Agency (MVEMSA) policies and procedures, and Mariposa County Fire Department EMS policies and procedures. The Battalion Chief will be a member of the county Emergency Care Coordination Committee (EMCC) and participate in the Quality Improvement (QI) program, with review of EMS programs in conjunction with the County Health Officer, including Local Quality Improvement Group (LQIG), MVEMSA Quality Liaison Committee (QLC), Mariposa County Fire Advisory Committee and other programs as directed.

Fire Captain - Training:

Under the direction of the Mariposa Administrative Battalion Chief, the Fire Captain of Training will be responsible for coordinating and conducting training for Mariposa County Fire personnel and administering the Volunteer training program. The training program will include all aspects of firefighting, search and rescue, department policy and procedures, hazardous materials, EMS, ICS, and disaster preparedness training The Fire Captain will plan and execute the countywide Volunteer recruitment and retention program as part of the training program and ensure all career staff and volunteers remain current in all training requirements and certifications.

The Fire Captain will be trained in many aspects of fire prevention for the purposes of fire prevention and investigation and will be responsible to respond to incidents as requested, to assist in the. Investigation of cause and origin. Additional fire prevention duties will include training in fire prevention inspection duties to assist with the State Fire Marshal inspections for Group A occupancies.

Attachment: Cal Fire County of Mariposa LG1 (RES-2022-201 : CALFIRE Command and Control, Dispatch)

MARIPOSA COUNTY

Administration · 966-3222

RESOLUTION - ACTION REQUESTED 2022-202

MEETING: April 5, 2022

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Ratify Letter of Support for AB 2120

RECOMMENDATION AND JUSTIFICATION:

Ratify a Letter of Support for AB 2120, Which Would Invest Federal Funding in Local Bridges.

Assembly Bill 2120 would ensure a fair and needs-based allocation of bridge formula funding from the federal Infrastructure Investment and Jobs Act (IIJA). These funds would help close the significant gap between what is needed to repair and replace deteriorated local bridges and the $300 million per year currently available statewide. The County currently has 16 bridge projects programmed, but without the additional funding allocated by AB 2120, it could be many years before construction begins on these projects. Allocation and programming requests, regardless of phase, are currently taking over a year due to the program's massive funding gap.

The legislative platform supports funding for infrastructure investment and rural county access to infrastructure funds. Accordingly, this letter was signed and sent and is now presented for board ratification.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board routinely approves or ratifies letters of support that it determines to be in the best interest of the county.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve. Staff would notify recipients of a retraction.

ATTACHMENTS:
AB 2120 - March 17th, 2022 (PDF)

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

REF ID# 12796

Mariposa County Board of Supervisors

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

DALLIN KIMBLE
County Administrative Officer

RENÉ LAROCHE
Clerk of the Board

P. O. Box 784
Mariposa, CA 95338
(209) 966-3222
(800) 736-1252
Fax (209) 966-5147
www.mariposacounty.org/board

March 17, 2022

The Honorable Christopher M. Ward
Member, California State Assembly
1021 O Street, Suite 4220
Sacramento, CA 95814

RE: AB 2120 (Ward): Investing Federal Funding in Local Bridges
As introduced on February 14, 2022 – SUPPORT

Dear Assemblymember Ward:

The County of Mariposa supports your Assembly Bill 2120, which would ensure a fair and needs-based allocation of bridge formula funding from the federal Infrastructure Investment and Jobs Act (IIJA). These funds would help close the significant gap between what is needed to repair and replace deteriorated local bridges and the $300 million per year currently available statewide. The County currently has 16 bridge projects programmed, but without the additional funding allocated by AB 2120, it could be many years before construction begins on these projects. Allocation and programming requests, regardless of phase, are currently taking over a year due to the program's massive funding gap.

AB 2120 would apply California's historic formula from the prior federal Highway Bridge Replacement and Rehabilitation Program to the distribution of bridge formula funds from the Infrastructure Investment and Jobs Act (IIJA), allocating 55% to local projects. AB 2120 would also require the state to maintain its current commitment of flexible federal highway funding to local bridges. Taken together, these changes would increase federal funding available to local bridges from approximately $300 million annually to approximately $800 million annually.

California has over 12,000 locally-owned bridges—more than 4,300 of which need costly repairs. Despite a typical design life of 75 to 100 years, nearly one-fifth of local bridges are at least 80 years old. There is a significant disparity in the condition of state and local bridges, with 11.5% of local bridges in poor condition compared to only 3.3% of state bridges. At the current rate of funding, the percentage of local bridges in poor condition will climb to above 50% within the next 20 years. Simply preventing further decay in local bridge conditions would require nearly $800 million each year—an increase of approximately $500 million annually.

Mariposa is a rural, non-MPO County and not part of the Self Help Coalition in California. The State's current solution to the program's lack of funding is to issue "Advance Construction" and

Attachment: AB 2120 - March 17th, 2022 (RES-2022-202 : Ratify Letter of Support for AB 2120)

let the local agencies fund their bridges themselves, typically with their local transportation sale taxes. Local agencies have no choice but to step in and finance the projects themselves to prevent further deterioration of their bridges. However, Mariposa County does not even have this option. The County does not have the ability to fund 16 bridge projects while waiting for federal reimbursement. We will have no choice but to close critical access routes required by our communities. The County has one bridge project under construction and the costs of this project are greater than the County's annual road fund. It is impossible for the County to proceed on its bridge projects without federal aid reimbursed in a timely manner. AB 2120 will ensure that the backlog of local bridge projects is addressed by the IIJA.

Thank you for your leadership in addressing this important issue for counties. For these reasons, Mariposa County strongly supports AB 2120.

Sincerely,

Rosemarie Smallcombe, Chair
Mariposa County Board of Supervisors

cc: The Honorable Laura Friedman, Chair, Assembly Transportation Committee
Honorable Members, Assembly Transportation Committee
Julia Kingsley, Consultant, Assembly Transportation Committee
Daniel Ballon, Consultant, Assembly Republican Caucus
California State Association of Counties

Attachment: AB 2120 - March 17th, 2022 (RES-2022-202 : Ratify Letter of Support for AB 2120)

MARIPOSA COUNTY

Administration · 966-3222

RESOLUTION - ACTION REQUESTED 2022-203

MEETING: April 5, 2022

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Ratify a Letter of Support for Assembly Bill 1154

RECOMMENDATION AND JUSTIFICATION:
Ratify a Letter of Support for Assembly Bill 1154, CEQA Exemption: fire egress route project.

Assembly Bill 1154 is a measure that would provide a CEQA exemption for projects recommended by the Board of Forestry and Fire Protection to improve the fire safety of an existing subdivision if the subdivision is located in a high or very high fire hazard severity zone and has insufficient egress routes. In doing so, the legislature will be appropriately expediting projects that could prove vital to saving lives in future fires. Additionally, this bill could provide additional flexibility when determining appropriate egress routes.

The County's adopted legislative platform supports efforts to mitigate the impact of future disasters. Accordingly, this letter has been signed and sent and is now presented to the Board for ratification.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board routinely approves or ratifies letters of support that it determines to be in the best interest of the county.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve. Staff would notify recipients of a retraction in that event.

ATTACHMENTS:
Support Assembly Bill 1154 3-2-2022 (1) (PDF)

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

Mariposa County Board of Supervisors

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

DALLIN KIMBLE
County Administrative Officer

RENÉ LAROCHE
Clerk of the Board

P. O. Box 784
Mariposa, CA 95338
(209) 966-3222
(800) 736-1252
Fax (209) 966-5147
www.mariposacounty.org/board

March 2, 2022

The Honorable Benjamin Allen
Senate Environmental Quality Committee
1020 N Street, Suite 3230
Sacramento, CA 95814

RE: SUPPORT for Assembly Bill 1154 (Patterson) – CEQA Exemption: fire egress route projects

Dear Chair Allen:

On behalf of the County of Mariposa, I am writing in support of AB 1154, a measure that would provide a CEQA exemption for projects recommended by the Board of Forestry and Fire Protection (Board) that improve the fire safety of an existing subdivision if the subdivision is located in a high or very high fire hazard severity zone and has insufficient egress routes.

As of 2018, the Board is currently required to make recommendations to improve the fire safety of existing housing subdivisions that are at significant fire risk and without a secondary egress route. Those recommendations may include, but are not limited to, creating secondary access or improving the existing access road.

However, in 2018, the deadly Camp Fire tore through the City of Paradise, killing 86 people and destroying nearly 14,000 residences. Notwithstanding capacity problems, the City of Paradise had four routes to get residents out of town in the event of an emergency; however, many other communities only have one egress route. While secondary egress routes may exist for some communities, they may be far narrower than the primary route, barred by a locked gate, or have limited access such that residents would be unable to use the route in the event of a fire.

AB 1154 builds upon the process the Board of Forestry is currently undertaking by exempting from CEQA these critical projects that are identified by the Board. By doing so, the Legislature will be appropriately expediting projects that could prove vital to saving lives in future fires. Additionally, this bill could provide additional flexibility for Mariposa County when determining appropriate egress routes.

I respectfully request your support of AB 1154 because of the reasons stated above and look forward to working with you to ensure this bill is passed by the Legislature and signed into law. Thank you for your consideration.

Sincerely,

Rosemarie Smallcombe, Chair
Mariposa County Board of Supervisors

cc: Assemblymember Jim Patterson
Assemblymember Frank Bigelow

Attachment: Support Assembly Bill 1154 3-2-2022 (1) (RES-2022-203 : Ratify a Letter of Support for Assembly Bill 1154)

MARIPOSA COUNTY

Administration · 966-3222

RESOLUTION - ACTION REQUESTED 2022-204

MEETING: April 5, 2022

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Ratify a Letter of Support for Mariposa County SSARR, Phase Ill

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RECOMMENDATION AND JUSTIFICATION:

Ratify a Letter of Support for Mariposa County SSARR, Phase III, Protecting the Mariposa Grove of Giant Sequoias.

Mariposa County Resource Conservation District is engaged in a collaborative effort to restore forest health and disaster resilience to California's forests and upper watersheds. It will also protect the iconic Mariposa Grove of Giant Sequoias that has already been impacted by drought, wind events, and wildfire.

This phase builds on previous work funded by CAL FIRE and other agencies to reduce the threat of high-intensity wildfires, protect public health and safety, preserve Yosemite and our national forests as cornerstones of our local economy, advance the priorities of the Mariposa County Community Wildfire Protection Plan, meet CAL FIRE Climate Change Initiative objectives and restore and protect some of the most important forest lands and headwaters in the State of California.

The Mariposa County adopted legislative platform supports several of these initiatives including funding for partner agencies, so this letter has already been signed and sent. Staff is now seeking board ratification of this action.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board routinely approves or ratifies letters of support that it determines to be in the best interest of the county.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve. Staff would notify recipients of a retraction in that event.

ATTACHMENTS:
Mariposa County SSARR, Phase III 3-2-2022 (PDF)

REF ID# 12799

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

Mariposa County Board of Supervisors

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

DALLIN KIMBLE
County Administrative Officer

RENÉ LAROCHE
Clerk of the Board

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Mariposa, CA 95338
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Fax (209) 966-5147
www.mariposacounty.org/board

March 2nd, 2022

Department of Forestry and Fire Protection
Grants Management Unit
P.O. Box 944246
Sacramento, CA 94244-2460

Dear Grant Manager:

RE: 21-FH-MMU-015
Mariposa County SSARR, Phase III, Protecting the Mariposa Grove of Giant Sequoias

The Mariposa County Board of Supervisors is pleased to support the Mariposa County Resource Conservation District application for SSARR, Phase III. This project is part of a larger collaborative effort to restore forest health and disaster resilience to California's forests and upper watersheds. It will also protect the iconic Mariposa Grove of Giant Sequoias that has already been impacted by drought, wind events, and wildfire.

The southern portion of the Sierra Nevada has been hard hit by the effects of climate change. Our lands have been impacted by multi-year extreme drought conditions, massive tree mortality, an increase in the number and severity of wildland fires, and destructive flooding and erosion attributable to changing weather patterns and a changing landscape. These challenges far exceed the resources available to address them.

This project protects builds on previous work funded by CAL FIRE and other agencies and is vital to reducing the threat of high intensity wildfires. This in turn protects public health and safety and preserves the cornerstone of our local economy which is tourism to Yosemite National Park and the Sierra and Stanislaus National Forests. The project also supports Goal 1 of California's Wildfire and Forest Resilience Action Plan. More specifically, since all the work will occur on Park Service lands, this supports Goal 1.3. The project is also consistent with priorities assigned by the Mariposa County Fire Advisory Committee, a multi-agency group focused on wildfire risk reduction and forest health in Mariposa County.

This project meets the objectives of the Climate Change Initiative program for CAL FIRE, as well as accomplishing vital work to restore and protect some of the most important forest lands and headwaters in the State of California.

This project is an excellent example of protecting and preserving local resources in a collaborative way that provides multiple benefits.

Sincerely,

Rosemarie Smallcombe, Chair
Mariposa County Board of Supervisors

Attachment: Mariposa County SSARR, Phase III 3-2-2022 (RES-2022-204 : Ratify a Letter of Support for Mariposa County SSARR, Phase III)

MARIPOSA COUNTY

Agricultural Commissioner · (209) 966-2075

RESOLUTION - ACTION REQUESTED 2022-205

MEETING: April 5, 2022

TO: The Board of Supervisors

FROM: Monica Nielsen, Agricultural Commissioner

RE: Approve New Position Allocation for an Account Clerk I/II

RECOMMENDATION AND JUSTIFICATION:
Approve New Position Allocation for an Account Clerk I/II and Deactivate the Senior Agricultural Standards Inspector Allocation, Effective April 15, 2022; and Use Salary Savings from Vacant Positions to Cover the Cost.

Prior to July 2020 the job duties were performed by the Agricultural & Standards Technician. Since July 2020 the job duties have been divided up to the Office Technician, the Agricultural & Standards Inspector I, and the Agricultural Commissioner.

Currently, the Agricultural Commissioner's office and the UCCE split the Office Technician position 50/50 for salary and benefits. The position handles expenditures and some general office duties for the Agricultural Commissioner's office. Current increases in workload, grants and staff for the UCCE, the Office Technician has a very limited time for duties being performed for the Agricultural Commissioners office.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
For FY 21/22 budget the Agricultural Commissioner's office, was allocated and budgeted 3.5 fulltime positions and 1 PT Extra-Help position.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If position is not allocated all licensed staff will have to continue to perform Account Clerk/Office Technician duties at higher pay rate. Taking time all licensed staff from their required job's duties.

FINANCIAL IMPACT:
There will not be an impact to the County's General Fund. Sufficient funds budgeted for vacant position of Sr. Agricultural & Standards Inspector.

ATTACHMENTS:
Account Clerk I-II_201710121559563003 (PDF)
Salary and Benefit Estimate Worksheet Ag Com Acct Clerk II (PDF)

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

County of Mariposa

ACCOUNT CLERK I/II

DEFINITION

To prepare, process and maintain a variety of, computerized and manual statistical, financial, and departmental records; to gather statistical information for fiscal reports to the State; to post, reconcile, and gather fiscal and statistical figures on contracts for reports to various State offices; to post, calculate, and verify repayment credits; and to maintain accurate records and files; and to perform related duties and responsibilities as required.

Distinguishing Characteristics

Account Clerk I is the entry-level classification in the Accounting Clerical series. Initially under close supervision, incumbents perform a variety of accounting clerical duties while learning County policies and procedures. This classification is flexibly staffed with Account Clerk II and incumbents normally advance to the higher level after gaining experience and achieving proficiency which meet the requirements for Account Clerk II.

Account Clerk II is the journey-level classification in the series. Positions in this class perform the full range of duties and are expected to have a thorough knowledge of departmental procedures and policies and be able to exercise independent judgment while performing moderately complex accounting clerical work.

SUPERVISION RECEIVED AND EXERCISED

Receives general supervision from assigned supervisory/management staff.

Positions in these classifications do no exercise lead or supervisory responsibility.

EXAMPLES OF ESSENTIAL FUNCTIONS

These duties may apply to both levels in varying degrees of importance, frequency, or priority.

Gathers, posts, verifies, maintains, balances, and adjusts accounts, and subsidiary ledger including all details on financial and statistical records.

Collects and sorts all information received from Eligibility Workers, Fraud Investigator, and clients as related to A.F.D.C. overpayments.

Receives, receipts, records, verifies, and balances cash, checks, money orders, and food stamps for repayment of overpayments.

Issues food stamps and maintains accurate record of transactions.

Prepares, copies, color codes, lists, and processes a variety of monthly statistical reports.

Compiles spreadsheets and prepares State quarterly reports on Food Stamp Over Issuances and recoupments.

Maintains accurate records on program applications and continuing cases.

Attachment: Account Clerk I-II_20171012155956300 3 (RES-2022-205 : Approve New Position Allocation for an Account Clerk I/II)

Calculates and verifies changes prior to posting.

Collects and issues receipts for tax payments.

Maintains a variety of financial and statistical records

Prepares a variety of County, State and Federal subpoenas, records, forms, and reports.

EMPLOYMENT STANDARDS

Knowledge of:

Account Clerk I
Proper office methods and practices including filing systems, receptionist and telephone techniques, and letter/report writing.

Basic mathematics, including fractions, percentages and simple interest, alphabetic and numerical filing sequences.

Correct English usage, spelling, grammar, and punctuation.

Account Clerk II (in addition to the above):
Principles, practices, methods, and terminology of financial and statistical record keeping.

Ability to:

Account Clerk I
Perform arithmetical calculations with speed and accuracy.

Learn and apply County, State, and Federal regulations, laws and procedures.

Perform clerical accounting work.

Learn to prepare financial reports and maintain journals and records.

Type or word process accurately at a rate required for successful job performance.

Understand and execute written and oral instructions.

Communicate effectively in both oral and written form.

Establish and maintain effective work relationships with those contacted in the performance of required duties.

Account Clerk II (in addition to the above):
Apply County, State, and Federal regulations and procedures.

Use independent judgment requiring speed and accuracy.

Attachment: Account Clerk I-II_20171012155956300 3 (RES-2022-205 : Approve New Position Allocation for an Account Clerk I/II)

Post and verify data accurately and quickly.

Prepare and maintain a variety of financial and statistical records.

TYPICAL WORKING CONDITIONS

Work is performed in a normal office environment.

TYPICAL PHYSICAL REQUIREMENTS

Requires the ability to sit at a desk for long periods of time and intermittently walk, stand, stoop, kneel, crouch and reach while performing office duties: lift and/or move light weights; use hands to finger, handle or feel objects, tools or controls. Must be able to maintain effective audio, visual discrimination and perception needed for making observations, communicating with others, reading and writing, and operating office equipment. Must be able to use a telephone to communicate verbally and a keyboard to communicate through written means, to review information and enter/retrieve data, to see and read characters on a computer screen.

MINIMUM QUALIFICATIONS

Experience:

Account Clerk I
One year of experience working with financial accounts and/or statistical records.

Account Clerk II
Two years of experience including bookkeeping and/or statistical/financial recordkeeping.

OR

One year of experience equivalent to an Account Clerk I position in Mariposa County.

Education: (*Both Account Clerk I and II*)
High school diploma or GED equivalent with course work or practical experience in typing.

Additional Requirements: (*Both Account Clerk 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: 12/03 (B/S Res. 03-466)
Revision Date: 02/06 (B/S Res. 06-77); 10/17 (B/S Res. 17-676)

Attachment: Account Clerk I-II_201710121559563003 (RES-2022-205 : Approve New Position Allocation for an Account Clerk I/II)

Salary and Benefits Estimate Worksheet

	Account Clerk II (step 5)	3 Months
Hourly Rate	20.8271	
Salary	$ 3,609.96	$ 10,829.88
Total	$ 3,609.96	$ 10,829.88
Benefits		
Social Security - Employer (6.2%)	226.28	$ 678.84
Medicare - Employer (1.45%)	52.92	$ 158.76
SDI (1.1%)	39.71	$ 119.13
Retirement - Employer Portion (10.6%)	382.66	$ 1,147.97
SEIU (medical, dental, vision, flex ben. admin health fee)	1,322.05	$ 3,966.15
Total Monthly Salary and Benefit Cost	$ 5,633.58	$ 16,900.73
Total Annual Salary and Benefit Cost	$ 67,602.92	

Attachment: Salary and Benefit Estimate Worksheet Ag Com Acct Clerk II (RES-2022-205 : Approve New Position Allocation for an Account

MARIPOSA COUNTY

Board of Supervisors · 209-966-3222

RESOLUTION - ACTION REQUESTED 2022-206

MEETING: April 5, 2022

TO: The Board of Supervisors

FROM: Rosemarie Smallcombe, District I Supervisor

RE: Letter of Support - Insurance Proposed Rule Making

RECOMMENDATION AND JUSTIFICATION:
Approve a Letter of Support for the California Department of Insurance Proposed Rule Making on Rating Plans and Wildfire Risk Models; and Authorize the Board of Supervisors Chair to Sign the Letter

BACKGROUND AND HISTORY OF BOARD ACTIONS:
Since at least 2014, and likely earlier, the number of insurance companies offering wildfire risk insurance in Mariposa County has been declining while premiums have been increasing. As fewer companies offer wildfire risk insurance policies in our area and as the numbers and intensities of wildfires has increased across the State, so too have insurance premiums. The insurer of last resort, the California FAIR plan, has become the only insurance option available to an increasing number of Mariposa property owners. Insurance coverage is less available and less affordable to many. In addition to property owner alarm at increasing insurance costs, owners are frustrated that the work they have undertaken to reduce fuel loads on their properties and their home hardening efforts aren't taken into account when those costs are set. They are also frustrated by the lack of information available from insurance companies on how they establish rates, what the property owner's score is or how to improve that score.

The California Department of Insurance (CDI) issued notification on February 25, 2022 of a Proposed Action and Notice of Public Hearing on Mitigation in Rating Plans and Wildfire Risk Models. The proposed regulations, if adopted, would require insurers to take into account specified mitigation factors, such as property and community-level fuel reduction and home hardening activities, in their rating plans. The proposed regulations would also require insurers to provide certain mitigation and wildfire risk information to applicants and policyholder's and to provide a process by which applicants and a policyholder may appeal a wildfire risk score or classification assigned by the insurer.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve and miss the opportunity to show support for an item that can be beneficial to the community.

ATTACHMENTS:
CDI Letter of Support R2(PDF)

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

Attachment: CDI Letter of Support R2 (RES-2022-206 : Letter of Support - Insurance Proposed Rule Making)

Daniel Wade, Senior Staff Counsel
Rate Enforcement Bureau
1901 Harrison Street, 6th Floor
Oakland, CA 94612

April 5, 2022

Mr. Wade,

The Mariposa County Board of Supervisors welcomes and strongly supports the Proposed Action on Mitigation in Rating Plans and Wildfire Risk Models released by the California Department of Insurance on February 25, 2022. Over the past several years, many Mariposa County residents have seen their insurance policies cancelled by their insurers without explanation while, during the same period, property owners and partner agencies have carried out extensive vegetation management projects on their properties and in their communities. The regulations proposed by the California Department of Insurance (CDI) require insurers to take such projects into account in setting premiums, to provide certain mitigation and wildfire risk information and to provide a process by which applicants and policyholders may appeal a wildfire risk score or classification assigned by the insurer. Making such information available will in turn incentivize property owners to further harden their homes, properties, and communities.

We appreciate that the regulations will create more accurate risk assessments of properties and communities and better communication between insurers and insureds. We know firsthand that fuel management projects, especially at larger landscape levels, can significantly reduce risks to communities and individual properties. For example, work completed by the Forest Service, Natural Resource Conservation Service and other partners on approximately 2,500 acres in the Jerseydale area of Mariposa County saved communities from destruction during the Ferguson Fire in July and August of 2018. The collaborative work completed earlier that year enabled firefighters to slow the Fire's spread, enhance fuel breaks and utilize some of the previously treated areas to safely light controlled backfires and stop further advancement of the Fire to aid in fire containment.

Work such as that carried out in the Jerseydale area and other parts of Mariposa County as well as work carried out on individual properties should be factored into insurers' risk assessment calculations and should be reflected in lower insurance rates. Through the enhanced

communications between insurers and insureds envisioned in these proposed regulations, consumers, insurance companies, the CDI and other agencies can exchange information regarding risks and standards for fuel management and home hardening that will reduce overall fire risk and insurance premiums.

Thank you for the opportunity to comment on the Proposed Action on Mitigation in Rating Plans and Wildfire Risk Models. We support the proposed regulations and look forward to working with CDI, insurance companies and consumers to bring about these much-needed reforms.

Sincerely,

Rosemarie Smallcombe, Chair
Mariposa County Board of Supervisors

Attachment: CDI Letter of Support R2 (RES-2022-206 : Letter of Support - Insurance Proposed Rule Making)

MARIPOSA COUNTY

Board of Supervisors · (209) 966-3222

RESOLUTION - ACTION REQUESTED 2022-207

MEETING: April 5, 2022

TO: The Board of Supervisors

FROM: Miles Menetrey, District V Supervisor

RE: Letter of Support - YARTS' Request for Community Project Funding

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RECOMMENDATION AND JUSTIFICATION:
Approve a Letter of Support for YARTS' request for community project funding through Fiscal Year 2023 appropriations; and Authorize the Board of Supervisors Chair to Sign the Letter.

YARTS is requesting funding to replace the 10 coach buses in its current fleet. These vehicles are quickly reaching the end of their useful life and must be replaced in the next 1-3 years for YARTS to be able to maintain its service levels in all corridors. In addition, YARTS is requesting funding for an electric infrastructure analysis to pave the way for the YARTS fleet to transition to zero-emission vehicles. This plan is critical to the system's ability to meet California's new fleet requirements that will go into effect starting in 2026.

YARTS must also begin preparation for its transition to an electric fleet. In order to realize its commitment to sustainability, an electric infrastructure analysis must be conducted in the next three years to enable the service to meet California's zero-emission fleet regulations starting in 2026. YARTS has no funding through which it can perform this critical study and without it, compliance will be difficult, and service levels may be adversely impacted.

The Yosemite Area Regional Transportation System (YARTS) is a Joint Powers Authority comprised of the Counties of Merced, Mariposa, Mono, and Tuolumne. YARTS has worked in close partnership with the National Park Service for more than 20 years in providing public transit service to Yosemite National Park from the communities of Merced, Mariposa, Sonora, Mammoth Lakes, Oakhurst, and Fresno.

YARTS is a small rural public transit agency in which having the funding for capital purchase and improvement can prove difficult. This funding will offer the opportunity to bring "clean transit" to its community members as well as the millions of visitors we receive each year. For these reason, we should send a letter in support of their efforts to enhance our the County's only transit system as well as their attempts to reduce their greenhouse gas emissions.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board routinely approves letters of support for YARTS that it determines to be in the best interest of the county.

REF ID# 12834

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve and miss the opportunity to show support for an item that can be beneficial to the community.

ATTACHMENTS:
FY23 YARTS Letter of Support (PDF)

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

Attachment: FY23 YARTS Letter of Support (RES-2022-207 : Letter of Support - YARTS' Request for Community Project Funding)

April 5, 2022

The Honorable Jim Costa
U.S. House of Representatives
2081 Rayburn House Office Building
Washington, DC 20515

Dear Representative Costa,

Mariposa County is pleased to offer support of YARTS' request for community project funding through Fiscal Year 2023 appropriations.

The Yosemite Area Regional Transportation System – or YARTS – is a Joint Powers Authority comprised of the Counties of Merced, Mariposa, Madera, Mono, and Tuolumne. YARTS has worked in close partnership with the National Park Service for more than 20 years in providing public transit service to Yosemite National Park from the communities of Merced, Mariposa, Sonora, Mammoth Lakes, Oakhurst, and Fresno.

The entire YARTS fleet is aging and requires the replacement of all 10 of its over-the-road coach vehicles in the next three years. These clean-diesel buses are critical for YARTS to continue to provide service throughout its rural, mountainous, 480-square mile service area. In particular, this $9.2 million investment will allow the community of Mariposa County to maintain important access to Yosemite into the foreseeable future. This is important because it is critical to the system's ability to meet California's new fleet requirements that will go into effect starting in 2026.

YARTS must also begin preparation for its transition to an electric fleet. In order to realize its commitment to sustainability, $500,000 is needed to conduct an electric infrastructure analysis in the next two years to enable the service to meet California's zero-emission fleet regulations starting in 2026. YARTS has no funding through which it can perform this critical study and without it, compliance will be difficult, and service levels may be adversely impacted.

The YARTS service is critical to our region. One key reason is that YARTS helps to advance tourism stewardship and sustainability by creating less car traffic. Prior to the pandemic, YARTS carried more than 100,000 individuals to and from Yosemite every year. These passengers provide key sources of tourism revenue and generate jobs in gateway communities. They also include individuals who are not able to access the wonder of Yosemite any other way.

We respectfully request your strong support of YARTS.

Sincerely,

Rosemarie Smallcombe
Board Chair

MARIPOSA COUNTY

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

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

ACTION SUMMARY MINUTES

February 15, 2022

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

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

B. Pledge of Allegiance

Chair Smallcombe led the Pledge.

C. Introductions

None.

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

No public comment. Chair Smallcombe and Supervisor Long noted clerical corrections to CA9 changing the Caltrans representative name to Mr. Sam Sherman and changing the word "medial" to "media" on p. 128 in Department Presentation. Rene LaRoche/Clerk of the Board extended kudos to David Atkins in CA11.

RESULT: **ADOPTED [UNANIMOUS]**

MOVER: Marshall Long, District III Supervisor

SECONDER: Tom Sweeney, District II Supervisor

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

CA1. **Health and Human Services** **RES-2022-104**

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County

Minutes Acceptance: Minutes of Feb 15, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

CA2. **Health and Human Services RES-2022-105**

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

CA3. **Sheriff's Office RES-2022-106**

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

CA4. **Administration RES-2022-107**

Approve a Letter in Support of the UC Cooperative Extension's Proposal to Promote Prescribed Burning as a Land Management Tool; and Authorize the Board of Supervisors Chair to Sign the Letter

CA5. **Administration/Human Resources RES-2022-108**

Approve a Three-Year Memorandum of Understanding (MOU) with the Sheriff's Management Association (SMA) Effective January 1, 2022 through December 31, 2024; Authorize the Board of Supervisors Chair to Sign the MOU; and Authorize the Auditor to Increase Appropriations to Each Affected Budget Unit in Order to Implement the Provisions of the MOU

CA6. **Administration/Human Resources RES-2022-109**

Approve a Three-Year Memorandum of Understanding (MOU) with the Deputy Sheriffs' Association (DSA) Effective January 1, 2022 through December 31, 2024; Authorize the Board of Supervisors Chair to Sign the MOU; and Authorize the Auditor to Increase Appropriations to Each Affected Budget Units in Order to Implement the Provisions of the MOU

CA7. **Board of Supervisors RES-2022-110**

Approve a Letter of Support for Mariposa County Arts Council to Apply for a California Arts Council State and Local Partners General Operation Grant from the California Arts Council; and Authorize the Board of Supervisors Chair to Sign the Letter

CA8. **Board of Supervisors RES-2022-111**

Appoint Wayne Kelly as a Director of the Mariposa County Resource Conservation District (MCRCD) to a Term that Will Expire at Noon on November 28, 2025

CA9. **Board of Supervisors**

Approve the Minutes of Tuesday, January 4, 2022

CA10. **Board of Supervisors**

Approve the Minutes of Tuesday, January 11, 2022

CA11. **Board of Supervisors**

Approve the Minutes of Monday, January 24, 2022

CA12. **Clerk of the Board of Supervisors 2022-9**

Minutes Acceptance: Minutes of Feb 15, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

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 January of 2022

CA13. **Clerk of the Board of Supervisors 2022-10**

Receive the List of Agreements Entered into by the Mariposa County Department Heads (Assistant Purchasing Agents) Pursuant to County Code Chapter 3.08 Entered Into, Received and Processed in January of 2022

CA14. **Clerk of the Board of Supervisors 2022-11**

Recognize David Atkins for His Service on the Mariposa County Assessment Appeals Board

CA15. **County Counsel 2022-12**

Recognize Shannon Hansen for Her Past Service on the Mariposa County Safety Committee; Reappoint Michael Cornwell and Steve Dahlem as Management Representatives; and Appoint Brad Jouett as a Management Representative to the Mariposa County Safety Committee for Two Year Terms Expiring 2/15/2024

CA16. **Health and Human Services 2022-13**

Accept Resignation of Kim Tucker from Mariposa County First 5 Commission; Reappoint Jennifer McCollum, Patrick McCarthy, Gwen Nitta, and Margarita King to the Mariposa County First 5 Commission for Terms Expiring February 15, 2025; Appoint Phyllis Becker to the Mariposa County First 5 Commission for a Term Expiring February 15, 2025

CA17. **HHS/Behavioral Health & Recovery Services RES-2022-112**

Approve Acceptance of the Behavioral Health Response and Rescue Project (BHRRP) Substance Abuse Prevention and Treatment Block Grant (SABG) Award in the Amount of $555,256.53; and Authorize the Acting Health and Human Services Agency Director to Implement the Program Activities Outlined in the Grant Application

CA18. **Public Works RES-2022-113**

Increase Extra Help Hours from 999 to 1,300 for an Extra Help Employee at Solid Waste Division Within the Public Works Department

E. Departmental Presentation

Dr. Eric Sergienko/ Public Health Director gave an update on the current health order noting that the mask requirement sunsets at midnight on February 15, 2022 for vaccinated people. Schools and health care workers are required to continue to wear masks. Dr. Sergienko advised that Mariposa cases are declining and there is a transition plan in the works.

Dallin Kimble/County Administrative Officer (CAO) noted that in September of 2021 the Board gave staff direction to close lobbies, wear masks, encouraged working from home, and test weekly. As the County transitions, a safe plan is being prepare and will be released within the week. Mr. Kimble discussed the emergency

Minutes Acceptance: Minutes of Feb 15, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

proclamations, and AB84 that provides additional sick time for staff out with COVID noting that Joe Lynch/Assistant CAO is evaluating who has been affected.

Joe Lynch explained that mental health care has been done via telephone during COVID and it is being discussed how to pull back to in-person visits or will online services be an option. Mr. Lynch provided additional information on the AB84 COVID pay and how it works.

Dallin Kimble advised that housing rehabilitation projects are ready to go, and funds are available for those who need repairs on their home upon qualifying.

Pete Judy/Chief Probation Officer advised that his department is dealing with parking tickets along with CHP noting that they issued their first two parking tickets to residents. Mr. Judy advised he suspects a more aggressive approach in issuing parking violations, clarified that there wasn't a process previously hence the reason why parking violations were not enforced, and there is an appeal process.

Kari Kisela/Mariposa County Chamber of Commerce updated the Board on the Crab Feed banner noting that due to Caltrans work, Arbor Works has been unable to take it down. Ms. Kisela announced a ribbon cutting ceremony for Granny's Grubs and Goodies, and the Realty Executives of Northern California.

Dr. Kristina Allen/Deputy Director of Public Health updated the Board on the accreditation kick off process for health improvement.

Jeremy Briese/Sheriff addressed a discussion he had with Mr. Kimble and Dr. Sergienko on the COVID 19 Local Emergencies. Mr. Briese then updated the Board on Sheriff Office activities including an increase in DUI's, seeking a grant for Off Highway Vehicles to obtain equipment to use in rural areas, Mariposa County Search and Rescue's fund-raising dinner at the end of the month and gave kudos to the volunteers that respond day or night on emergencies.

Rene LaRoche advised the Board that she will not be available at next week's meeting and wanted to inform them that two items to ratify agreements with the vendors CivicPlus and CivicRec for website services will be on the agenda. Ms. LaRoche noted that she had renegotiated deep discounts on the amount being charged and we will receive a free web design update every four years, Danielle and Tracy will bring this process to a close.

F. Public Comment on Non-Agenda Items

Public comment was received by Jonathan regarding masks or no masks he leans towards all or nothing, so no one is singled out.

G. Regular Agenda Items

1. **HHS/Public Health (ID # 12428)**

Presentation on the State Small Water System Transfer to Environmental Health for Oversight

Dave Conway/Environmental Health Director gave the staff report. No public comment. In response to the Board's inquiry, Mr. Conway elaborated on fees, wells at the school district being under the jurisdiction of the State, and letters sent out by Environmental Health to update.

RESULT: INFORMATION RECEIVED

Minutes Acceptance: Minutes of Feb 15, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

2. **Public Works RES-2022-114**

Accept the Emergency Repair Work on White Rock Road as Complete; and Terminate the Emergency Action Pursuant to Public Contract Code Section 22050 (C) (3) 4/5ths Vote Required

Shannon Hanson/Director of Public Works and Transportation gave the staff report. No public comment. Supervisor Smallcombe gave kudos for the project being completed timely and within budget.

RESULT: **ADOPTED [UNANIMOUS]**

MOVER: Marshall Long, District III Supervisor

SECONDER: Wayne Forsythe, District IV Supervisor

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

3. **Clerk of the Board of Supervisors RES-2022-115**

Adopt a Resolution Establishing a New Policy Specifying Guidelines, Procedures, and Standing Rules for County Advisory Boards, Commissions, and Committees

Rene LaRoche gave the staff report. During public comment Ms. LaRoche responded to Jeanetta Phillips questions relative to sunset dates, and staffing. Discussion ensued. The Board gave kudos to Ms. LaRoche for her work.

RESULT: **ADOPTED [UNANIMOUS]**

MOVER: Tom Sweeney, District II Supervisor

SECONDER: Miles Menetrey, District V Supervisor

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

4. **Clerk of the Board of Supervisors RES-2022-116**

Approve a Signature Authority Policy

René LaRoche/Clerk of the Board gave the staff report. Discussion ensued and a change was requested. No public comment.

AMENDMENT: ***Change the ceiling amounts of provision 5.2.14, regarding Software as a Service agreements, to match the limits of the purchasing code. In provision 5.2.15 Grant application, strike everything after $60,000 match in the first bullet point.***

Minutes Acceptance: Minutes of Feb 15, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

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

MOVER: Tom Sweeney, District II Supervisor

SECONDER: Miles Menetrey, District V Supervisor

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

Recess

10:47 AM Chair Smallcombe recessed the meeting for a brief break and reconvened at 10:53 AM.

5. **Administration** **RES-2022-117**

Approve a Request for Qualifications for the Mother Lode Accessory Dwelling Unit Workbook

Ben Goger/Housing Development Specialist gave the staff report. No public comment. Discussion ensued.

RESULT: **ADOPTED [UNANIMOUS]**

MOVER: Miles Menetrey, District V Supervisor

SECONDER: Wayne Forsythe, District IV Supervisor

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

6. **Administration** **RES-2022-118**

Approve the Mother Lode Accessory Dwelling Unit Participation Agreement, and Authorize the Board Of Supervisors Chair to Sign the Amendment

Ben Goger/Housing Development Specialist noted a clerical correction in the title, should be “agreement” instead of “amendment” and gave the staff report. No public Comment. Discussion ensued. Mr. Goger responded to the Board with clarifications on how funds will be divided amongst the four counties.

RESULT: **ADOPTED [UNANIMOUS]**

MOVER: Marshall Long, District III Supervisor

SECONDER: Wayne Forsythe, District IV Supervisor

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

7. **Administration** **RES-2022-119**

Approve an Agreement with Policy Confluence, Inc. (Polco) for an Independent Employee Survey with an Amount Not to Exceed $10,500 for One-Year Then Auto-Renew Afterwards; and Authorize the Board of Supervisors Chair to Approve the Agreement

Dallin Kimble/County Administrative Officer (CAO) gave the staff report. During public comment Mr. Kimble addressed how often the survey is done. Discussion

Minutes Acceptance: Minutes of Feb 15, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

ensued.

RESULT: **ADOPTED [UNANIMOUS]**

MOVER: Wayne Forsythe, District IV Supervisor

SECONDER: Tom Sweeney, District II Supervisor

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

H. Items removed from Consent Agenda

None.

I. Closed Session

1. **Administration/Human Resources (ID # 12667)**

CLOSED SESSION: Public Employment, Title or Position to be Filled: (Government Code Section 54957 (B) (1)); Clerk of the Board

RESULT: **CLOSED SESSION HELD**

Recess

11:28 AM Chair Smallcombe moved the meeting into Closed Session.

Report out

11:53 AM Chair Smallcombe reported that Information was Received, and Direction was Given during the Closed Session.

J. Board Information

Information received.

K. Adjournment

12:02 PM Chair Smallcombe adjourned the meeting in memory of Charles Brand, Evelyn Koontz, John Dean (D) Williams.

Respectfully submitted,

Tracy Gauthier
Deputy Clerk of the Board II

Rosemarie Smallcombe
Chair, Board of Supervisors

Minutes Acceptance: Minutes of Feb 15, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

MARIPOSA COUNTY

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

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

ACTION SUMMARY MINUTES

February 17, 2022

SPECIAL MEETING

A. 8:30 AM Call to Order and Roll Call

Attendee Name	Title	Status	Arrived
Rosemarie Smallcombe	District I Supervisor	Present	8:30 AM
Tom Sweeney	District II Supervisor	Present	8:30 AM
Marshall Long	District III Supervisor	Present	8:30 AM
Wayne Forsythe	District IV Supervisor	Present	8:30 AM
Miles Menetrey	District V Supervisor	Present	8:30 AM

B. Pledge of Allegiance

Chair Smallcombe led the Pledge.

C. Regular Agenda

1. **Administration (ID # 12644)**

Conduct a Study Session Concerning the County Strategic Plan (Start Time 9:00 AM, at Mariposa County Fire - 4802 Highway 140, Mariposa, CA 95338) (Open to the Public) (The Second and Final Day Will be Held on February 18, 2022, at 9:45 AM at the Same Location)

No public comment at the Mariposa County Government Center.

Recess

8:34 AM Chair Smallcombe recessed the meeting so that it could move to Mariposa County Fire located at 4802 Highway 140, Mariposa County.

9:10 AM Chair Smallcombe reconvened the meeting at Mariposa County Fire with all Board members present. She then introduced Veronica Ferguson and

Minutes Acceptance: Minutes of Feb 17, 2022 8:30 AM (Approval of Consent Agenda (Items designated by "CA"))

Christina Arrostuto to facilitate the workshop. No public input. Workshop discussion ensued.

4:37 PM Chair Smallcombe adjourned the Strategic Planning Workshop and noted the workshop would convene for the second day at 9:45 AM on February 18, 2022, to be held at Mariposa County Fire located at 4802 Highway 140, Mariposa County, California.

RESULT: WORKSHOP HELD

D. Adjournment

4:37 PM Chair Smallcombe adjourned the meeting.

Respectfully submitted,

Tracy Gauthier
Deputy Clerk of the Board II

Rosemarie Smallcombe
Chair, Board of Supervisors

Minutes Acceptance: Minutes of Feb 17, 2022 8:30 AM (Approval of Consent Agenda (Items designated by "CA"))

MARIPOSA COUNTY

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

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

ACTION SUMMARY MINUTES

February 18, 2022

SPECIAL MEETING

A. Call to Order and Roll Call

9:45 PM Chair Smallcombe called the meeting to order with all five Board members present at Mariposa County Fire, located at 4802 Highway 140, Mariposa, CA 95338.

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

B. Regular Agenda

1. **Administration (ID # 12680)**

Conduct the Last Day of a Study Session Concerning the County Strategic Plan (Start Time 9:45 AM, at Mariposa County Fire - 4802 Highway 140, Mariposa, CA 95338) (Open to the Public)

Chair Smallcombe introduced Veronica Ferguson and Christina Arrostuto who facilitated the workshop which concluded at 3:23 PM.

RESULT: WORKSHOP HELD

Minutes Acceptance: Minutes of Feb 18, 2022 9:45 AM (Approval of Consent Agenda (Items designated by "CA"))

C. Adjournment

3:23 PM Chair Smallcombe adjourned the meeting.

Respectfully submitted,

Tracy Gauthier
Deputy Clerk of the Board II

Rosemarie Smallcombe
Chair, Board of Supervisors

Minutes Acceptance: Minutes of Feb 18, 2022 9:45 AM (Approval of Consent Agenda (Items designated by "CA"))

MARIPOSA COUNTY

County Counsel · (209) 966-3222

RESOLUTION - ACTION REQUESTED 2022-208

MEETING: April 5, 2022

TO: The Board of Supervisors

FROM: Steve Dahlem, County Counsel

RE: Approve Third Amendment to Lease Agreement for Hornitos Grazing Lease and Authorize Chair to Sign

---

RECOMMENDATION AND JUSTIFICATION:
Approve the Third Amendment to a Lease Agreement with Carlos and Richard Ortiz for an additional One Year and Six Months for Grazing Purposes in the Hornitos Area; and Authorize the Board of Supervisors Chair to Sign the Amendment.

Staff recommends extending the Grazing Lease Agreement for an additional year and six months to allow staff time to evaluate this property and other County properties for possible sale.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
Original lease agreement entered on September 10, 2013.

First amendment entered on February 25, 2020 for an additional year.

Second amendment entered on January 26, 2021 for an additional six months.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

FINANCIAL IMPACT:
None

ATTACHMENTS:
Hornitos-Graz lse Third Amendment (PDF)
Hornitos-Graz lse Second Amendment (PDF)
Hornitos-Graz lse First Amendment (PDF)
Hornitos Grazing Agt-Ortiz (PDF)

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

REF ID# 12793

Attachment: Hornitos-Graz lse Third Amendment (RES-2022-208 : Approve Third Amendment to Lease Agreement for Hornitos Grazing Lease

THIRD AMENDMENT TO LEASE AGREEMENT

THIS THIRD AMENDMENT TO LEASE AGREEMENT, made and entered into this ___ day of April, 2022 by and between the **COUNTY OF MARIPOSA**, hereinafter referred to as "**Lessor**", and **RICHARD AND CARLOS ORTIZ**, hereinafter referred to as "**Lessee**".

WHEREAS, Lessor and **Lessee** have heretofore entered into a Lease Agreement dated September 10, 2013, wherein **Lessee** leased certain real property described as Assessor's Parcel Number 011-190-011 in the Hornitos area for the sole purpose of grazing cattle; and

WHEREAS, Lessor and **Lessee** entered into a First Amendment to Lease Agreement dated February 25, 2020 to extend the term of the Lease Agreement to December 31, 2020; and

WHEREAS, Lessor and **Lessee** entered into a Second Amendment to Lease Agreement dated January 26, 2021 to extend the term of the Lease Agreement to June 30, 2021; and

WHEREAS, Lessor and **Lessee** desire to enter into a Third Amendment to Lease Agreement to further extend the term of the Agreement for an additional 1 ½ year.

NOW THEREFORE, the parties hereto in consideration of the mutual covenants herein recited, hereby agree as follows:

1. Paragraph II, "TERM", is hereby amended to extend the term of the Lease Agreement for an additional 1 ½ year terminating on December 31, 2022.

2. The Agreement, as hereby amended, is ratified and continued. All provisions, terms, covenants, conditions and promises contained in this Agreement not amended herein shall remain in full force and effect. This Amendment is effective retroactive to July 1, 2021.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed on the date first above written.

LESSOR:

ROSEMARIE SMALLCOMBE, Chair
Mariposa County Board of Supervisors

LESSEE:

Richard Ortiz
RICHARD ORTIZ

Carlos Ortiz
CARLOS ORTIZ

ATTEST:

KEITH WILLIAMS
Interim Clerk of the Board

APPROVED AS TO FORM:

STEVEN W. DAHLEM
County Counsel

Attachment: Hornitos-Graz lse Second Amendment (RES-2022-208 : Approve Third Amendment to Lease Agreement for Hornitos Grazing

SECOND AMENDMENT TO LEASE AGREEMENT

THIS SECOND AMENDMENT TO LEASE AGREEMENT, made and entered into this 26th day of January, 2021 by and between the **COUNTY OF MARIPOSA**, hereinafter referred to as "**Lessor**", and **RICHARD AND CARLOS ORTIZ**, hereinafter referred to as "**Lessee**".

WHEREAS, Lessor and **Lessee** have heretofore entered into a Lease Agreement dated September 10, 2013, wherein **Lessee** leased certain real property described as Assessor's Parcel Number 011-190-011 in the Hornitos area for the sole purpose of grazing cattle; and

WHEREAS, Lessor and **Lessee** entered into a First Amendment to Lease Agreement dated February 25, 2020 to extend the term of the Agreement for one year; and

WHEREAS, Lessor and **Lessee** desire to enter into a Second Amendment to Lease Agreement to further extend the term of the Agreement for an additional six months.

NOW THEREFORE, the parties hereto in consideration of the mutual covenants herein recited, hereby agree as follows:

1. Paragraph II, "TERM", is hereby amended to extend the term of the Lease Agreement for an additional six months terminating on June 30, 2021.

2. The Agreement, as hereby amended, is ratified and continued. All provisions, terms, covenants, conditions and promises contained in this Agreement not amended herein shall remain in full force and effect. This Amendment is effective retroactive to January 1, 2021.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed on the date first above written.

LESSOR:

_____
MARSHALL LONG, Chair
Mariposa County Board of Supervisors

LESSEE:

_____
RICHARD ORTIZ

_____
CARLOS ORTIZ

ATTEST:

_____
RENE LAROCHE
Clerk of the Board

APPROVED AS TO FORM:

_____
STEVEN W. DAHLEM
County Counsel

Attachment: Hornitos-Graz lse First Amendment (RES-2022-208 : Approve Third Amendment to Lease Agreement for Hornitos Grazing Lease

FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT TO LEASE AGREEMENT, made and entered into this ____ day of January, 2020 by and between the **COUNTY OF MARIPOSA**, hereinafter referred to as "**Lessor**", and **RICHARD AND CARLOS ORTIZ**, hereinafter referred to as "**Lessee**".

WHEREAS, Lessor and **Lessee** have heretofore entered into a Lease Agreement dated September 10, 2013, wherein **Lessee** leased certain real property described as Assessor's Parcel Number 011-190-011 in the Hornitos area for the sole purpose of grazing cattle; and

WHEREAS, Lessor and **Lessee** desire to amend said Lease Agreement to extend the term of the Agreement and to change the compensation to be provided to **Lessor**.

NOW THEREFORE, the parties hereto in consideration of the mutual covenants herein recited, hereby agree as follows:

1. Paragraph II, "TERM", is hereby amended to extend the term of the Lease Agreement for one additional year terminating on December 31, 2020.

2. Paragraph III, "CONSIDERATION", is hereby amended to provide that an additional Two Thousand Six Hundred One Dollars ($2,601) will be added to the original amount of Two Thousand Six Hundred One Dollars ($2,601), making the total compensation paid to **Lessor** Five Thousand Two Hundred Two Dollars and 00/100 ($5,202.00).

3. The Agreement, as hereby amended, is ratified and continued. All provisions, terms, covenants, conditions and promises contained in this Agreement not amended herein shall remain in full force and effect. This Amendment is effective retroactive to January 1, 2020.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed on the date first above written.

LESSOR:

_____
KEVIN CANN, Chair
Mariposa County Board of Supervisors

LESSEE:

_____
RICHARD ORTIZ

_____
CARLOS ORTIZ

ATTEST:

_____
RENE LAROCHE
Clerk of the Board

APPROVED AS TO FORM:

_____
STEVEN W. DAHLEM
County Counsel

MARIPOSA COUNTY

County Counsel · (209) 966-3222

RESOLUTION - ACTION REQUESTED 2013-377

MEETING: September 3, 2013

TO: The Board of Supervisors

FROM: Steve Dahlem, County Counsel

RE: Opening of Sealed Bids for Hornitos Grazing Lease

RECOMMENDATION AND JUSTIFICATION:
Resolution authorizing the Board to open the sealed bids received for the property located in Hornitos in open session and accept or reject the highest bid and possibly offer a five year lease to highest bidder.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
On June 4, 2013, the Board directed County Counsel to proceed with the process of leasing APN 011-190-011 for grazing purposes. On July 9, 2013, the Board adopted a Resolution of Intention to lease real property (approximately 153 acres) located in the Hornitos area. All sealed proposals were to be accepted until noon on Friday, August 16, 2013.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

FINANCIAL IMPACT:
None

CAO RECOMMENDATION
Requested Action Recommended

Rick Benson, County Administrative Officer 8/29/2013

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Janet Bibby, District III Supervisor
SECONDER: Merlin Jones, District II Supervisor
AYES: Stetson, Jones, Bibby, Cann, Carrier

Attachment: Hornitos Grazing Agt-Ortiz (RES-2022-208 : Approve Third Amendment to Lease Agreement for Hornitos Grazing Lease and

County Property - Lease Property CSA 1-M (RO

LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered into this 10th day of September, 2013 by and between the **COUNTY OF MARIPOSA**, hereinafter referred to as "**LESSOR**", and **RICHARD AND CARLOS ORTIZ**, hereinafter referred to as "**LESSEE**".

WITNESSETH:

I. DESCRIPTION OF PREMISES

LESSOR leases to **LESSEE**, and **LESSEE** hires from **LESSOR**, as herein provided, that certain real property described as follows (hereinafter "PREMISES"):

> Assessor's Parcel Number 011-190-011 in the Hornitos area and as more particularly described in Exhibit "A" attached hereto.

II. TERM

The term of this **LEASE AGREEMENT** is five (5) years beginning the 1st day of January 2014 and ending the 31st day of December 2019.

III. CONSIDERATION

The consideration for this **LEASE AGREEMENT** shall be TWO THOUSAND SIX HUNDRED ONE DOLLARS ($2,601) per year to be paid on or before January 1st of each year.

IV. USE OF PREMISES

The **PREMISES** are leased to be solely used for grazing purposes, and **LESSEE** agrees to restrict use to such purpose and not to permit the use of the **PREMISES** for any other purpose without first obtaining the consent in writing of **LESSOR**.

V. NO WASTE, NUISANCE, OR UNLAWFUL USE

LESSEE shall not commit or allow to be committed any waste on the premises, or nuisance, nor shall he use or allow to be used the **PREMISES** for an unlawful purpose.

Attachment: Hornitos Grazing Agt-Ortiz (RES-2022-208 : Approve Third Amendment to Lease Agreement for Hornitos Grazing Lease and

VI. POSSESSORY INTEREST

LESSEE recognizes and understands that to the extent this Lease may or may not create a possessory interest subject to property taxation that the **LESSEE** is solely responsible for the payment of any taxes levied or assessed on the Leased **PREMISES**. **LESSOR** expresses no opinion on the taxable affect of this Lease.

VII NON-LIABILITY OF LESSOR FOR DAMAGES; INDEMNITY AND SAVE HARMLESS CLAUSE

LESSEE agrees to indemnify, protect, defend and hold **LESSOR**, its officers, agents and employees, free and harmless from any and all liabilities, claims, demands, actions, losses, damages and costs of any kind, including, but not limited to, all costs of defense thereof, caused by, arising out of, or in any way related to **LESSEE'S** use or the use of any guests, invitees or agents of **LESSEE** of the **PREMISES**. Upon demand **LESSEE** shall, at its own expense, defend **LESSOR**, and its officers, agents and employees, against any and all such liabilities, actions, losses, damages and costs, claims, demands, actions, losses, damages, and costs of any type or nature.

VIII. INSURANCE

LESSEE will certify that the following insurance coverages are in effect as of to the commencement of this Lease and any right of occupancy of the **PREMISES** and shall maintain coverage in full force and in effect until the termination of this Lease Agreement:

A. **General Liability and Bodily Insurance**: **LESSEE** shall obtain and keep in full force and effect, a general liability policy of at least Five Hundred Thousand Dollars ($500,000) combined limit for bodily injury and property damage, provided that the **LESSOR**, its officers, employees and agents are to be named additional insureds under the policy, and that the policy shall stipulate that this insurance will operate as primary insurance, and that no other insurance effected by **LESSOR** or other named insureds will be called on to cover a loss covered thereunder.

B. **Certificate of Insurance**: All policies of insurance required above shall be written by a qualified insurance company rated 'A' or better by the Best's Insurance Rating Guide and be authorized to do business by the State of California and shall be in a form approved by **LESSOR**. **LESSEE** shall file with the **LESSOR** a certificate of insurance evidencing coverage as set forth above. **LESSEE** is required to mail a certificate of insurance, signed by an authorized representative of the issuing company,

Attachment: Hornitos Grazing Agt-Ortiz (RES-2022-208 : Approve Third Amendment to Lease Agreement for Hornitos Grazing Lease and

annually, to the County of Mariposa, Risk Manager, at P.O. Box 784, Mariposa, CA 95338. The following information must be included on each certificate of insurance or the coverage shall be considered incomplete:

(1) A statement that the County of Mariposa is a named insured under each policy or policies;

(2) All required dollar limits of insurance coverages shall be correctly stated;

(3) A provision that written notice of cancellation or any material change in coverage shall be delivered to **LESSOR** at least 30 days in advance of the effective date of the material change or cancellation, and that no cancellation, alteration or change of beneficiary or beneficiaries shall be made without written notice to **LESSOR**.

IX. PROHIBITION AGAINST ASSIGNMENT OR SUBLEASE OF THE PREMISES

LESSEE agrees not to assign or sublease the **PREMISES**, or any part thereof, without first obtaining **LESSOR'S** written consent, or to allow any other persons, except **LESSEE'S** agents or employees, to occupy the **PREMISES** or any part thereof, without first obtaining **LESSOR'S** written consent.

IN WITNESS WHEREOF, the **PARTIES** hereto have executed this **LEASE AGREEMENT** on the day and year first above-written.

LESSOR:

LEE STETSON, Chair
Mariposa County Board of Supervisors

LESSEE:

RICHARD ORTIZ

CARLOS ORTIZ

ATTEST:

RENE LAROCHE
Clerk of the Board

APPROVED AS TO FORM:

STEVEN W. DAHLEM
County Counsel

Attachment: Hornitos Grazing Agt-Ortiz (RES-2022-208 : Approve Third Amendment to Lease Agreement for Hornitos Grazing Lease and

EXHIBIT A

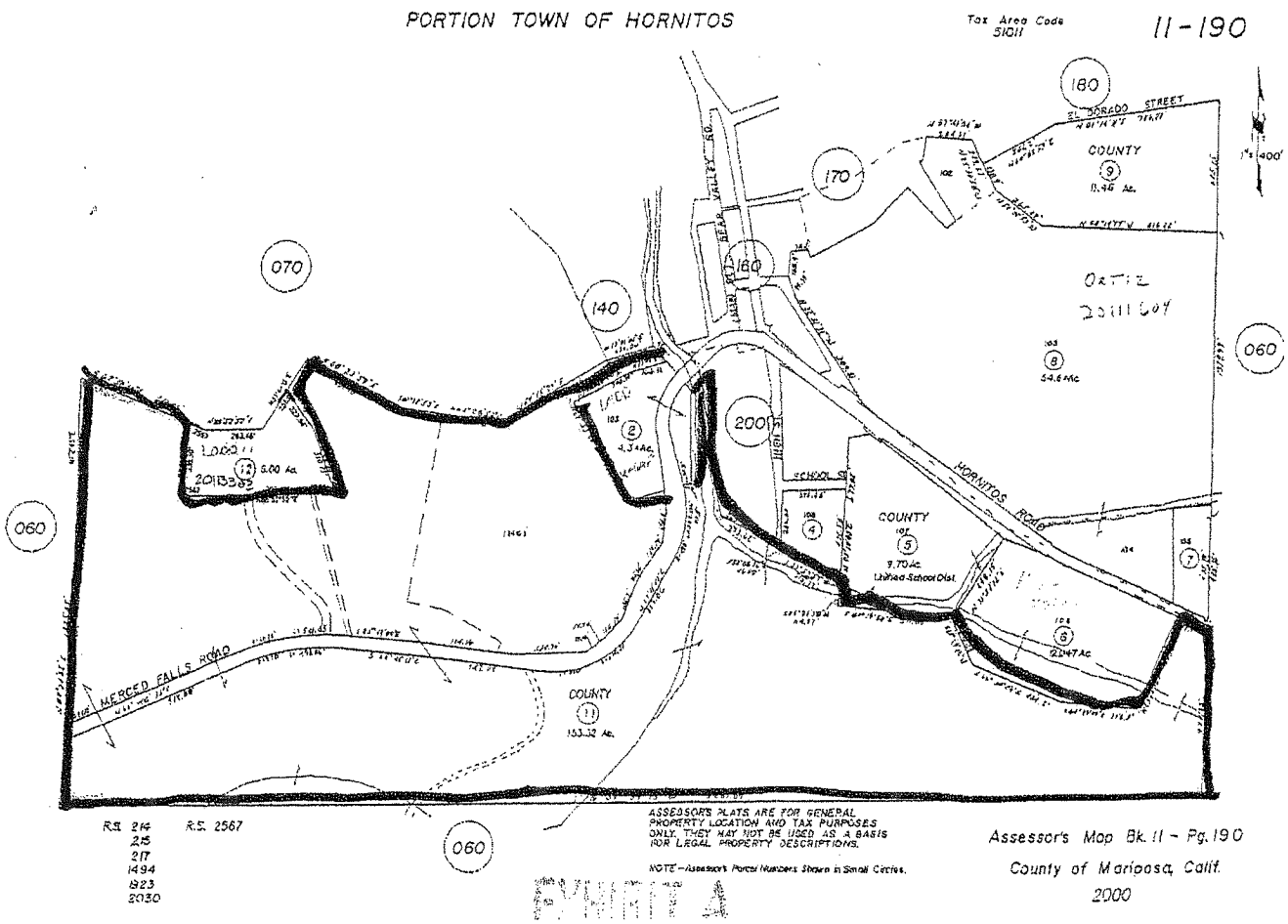

EXHIBIT A

Attachment: Hornitos Grazing Agt-Ortiz (RES-2022-208 : Approve Third Amendment to Lease Agreement for Hornitos Grazing Lease and

MARIPOSA COUNTY

Health and Human Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2022-209

MEETING: April 5, 2022

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: Approve the Full-Time Classification of the Psychiatric Registered Nurse Position

---

RECOMMENDATION AND JUSTIFICATION:
Approve the Full-Time Classification and Job Description of Psychiatric Registered Nurse Effective Immediately; Set the Psychiatric Registered Nurse Monthly Salary at $10,007.90 - $12,164.65; and Assign the Psychiatric Registered Nurse Classification to the SEIU Bargaining Unit.

The Board of Supervisors approved the additional allocation of a Psychiatric Registered Nurse on January 4, 2022 with Board Resolution 2022-14, however, the monthly salary range and Bargaining Unit was not specified in the Board Item.

It is recommended that the Full-Time classification of Psychiatric Registered Nurse and job description are approved for the Agency's use.

It is further recommended that the Psychiatric Registered Nurse classification be assigned to the SEIU bargaining unit.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
On July 12, 2011, the Board of Supervisors approved the Psychiatric Nurse job description as an extra-help only classification with Board Resolution 2011-336.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve this action as recommended; amend as the Board desires and approve.

FINANCIAL IMPACT:
This position will be funded within the HHSA Health Division 402 CCMU budget. There will be no financial impact to the County General Fund.

ATTACHMENTS:
Psychiatric Registered Nurse Job Description (PDF)

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

REF ID# 12654

Attachment: Psychiatric Registered Nurse Job Description (RES-2022-209 : Approve the Full-Time Classification of the Psychiatric Registered

County of Mariposa

PSYCHIATRIC
REGISTERED NURSE

DEFINITION

Under general supervision, to provide professional nursing care to emotionally disturbed and/or mentally ill patients for Behavioral Health and Recovery Services; to work with clinical and case management staff to coordinate care and assist in treatment plans for clients; and to perform related work.

SUPERVISION EXERCISED AND RECEIVED

Receives direction from the Division Director of Health Services, the Deputy Director of Public Health, Public Health Nurse Manager, Psychiatric Nurse Practitioner, or the Psychiatrist.

May exercise supervision over lower level staff.

EXAMPLES OF ESSENTIAL FUNCTIONS

Conducts intake assessments through interviews with patients and relatives to gather case history.

Plans and provides nursing care for patients.

Makes nursing diagnosis of the medical and emotional status of patients and recommends treatment options.

Consults with psychiatrists and other behavioral health staff in designing appropriate treatment plans for clients.

Administers and notes reactions to psychotropic drugs and other medications.

Arranges further medical attention when necessary.

Assists the client in understanding the nature of emotional disturbances and accepting the need for treatment.

Assists in maintaining a safe and secure environment for staff and patients.

Test for vital signs of pain and ensures treatments of pain.

Documents all patient information on medical charts and follows physician’s written orders.

Maintains patient confidentiality.

Maintains accurate records and documentation of patient treatments, immunizations and laboratory results according to standard medical recordkeeping.

Performs administrative assignments such as filing, answering phones, typing, and completing

progress notes in the computer system. Provides courteous, high quality service to patients and members of the public by personallyresponding to requests for service or making appropriate referral.

EMPLOYMENT STANDARDS:

Knowledge of:

Professional nursing principles, procedures, and techniques used in the care and treatment of psychiatric patients.

Social, psychological, and physical factors of mental and emotional disorders.

Medical and psychological terminology.

Medications, including psychotropic drugs, and effects on psychiatric patients.

Control, preparation and administration of medications.

State of California laws and regulations for the nursing profession.

Regulations pertaining to psychiatric nursing and the treatment of the mentally and emotionally disturbed patients.

Theories, principles, and techniques of group and individual psychotherapy.

Symptoms and behavior patterns of emotionally disturbed mentally ill patients.

Medical and psychiatric emergency procedures.

Basic computer programs.

Ability to:

Apply professional nursing care principles and procedures in the evaluation and treatment of psychiatric patients.

Develop interpersonal therapeutic relationships with psychiatric patients.

Keep accurate written charts and records of patient activities and progress.

Comply with laws, rules, regulations, protocols, and procedures.

Use professional judgment to ascertain and to apply appropriate intervention techniques with patients in crisis.

Communicate effectively with a variety of individuals and function calmly in situations, which require a high degree of sensitivity, tact, and diplomacy.

Provide prompt, efficient, and responsive service.

Attachment: Psychiatric Registered Nurse Job Description (RES-2022-209 : Approve the Full-Time Classification of the Psychiatric Registered

Exercise appropriate judgment in answering questions and releasing information; analyze and project consequences of decisions and/or recommendations.

Communicate effectively orally and in writing.

TYPICAL WORKING CONDITI0NS

Work is normally performed in an office environment. Interaction with clients requires adaptability when confronted with emergency, critical, unusual, or potentially dangerous situations. May be subjected to verbal and physical abuse from patients and exposed to contagious diseases.

TYPICAL PHYSICAL REQUIREMENTS

Requires the ability to sit at a desk for long periods of time and intermittently walk, stand, stoop, kneel, crouch and reach while performing office duties: lift and/or move light weights; use hands to finger, handle or feel objects, tools or controls. Must be able to maintain effective audio, visual discrimination and perception needed for making observations, communicating with others, reading and writing, and operating office equipment. Must be able to use a telephone to communicate verbally and a keyboard to communicate through written means, to review information and enter/retrieve data, to see and read characters on a computer screen. Requires the strength and stamina to perform clinical duties.

MINIMUM QUALIFICATIONS

Education:

Graduation from an accredited program of registered nursing and possession of a valid and current Registered Nurse license issued by the California Board of Registered Nursing.

Experience:

Three years of psychiatric nursing experience.

OR

Education:

National certification as a Psychiatric Nurse.

Additional Requirements:

Possession of a valid California driver's license. Under certain circumstances, the Personnel 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: 07/11 (B/S Res. 11-336)
04/22 (Res. 22-209)

Attachment: Psychiatric Registered Nurse Job Description (RES-2022-209 : Approve the Full-Time Classification of the Psychiatric Registered

MARIPOSA COUNTY

Health and Human Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2022-210

MEETING: April 5, 2022

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: Authorize an Increase of Extra-Help Hours Beyond 999 Hours

---

RECOMMENDATION AND JUSTIFICATION:
Approve an Increase in Extra-Help Hours from 999 Hours to 1,300 Hours for the Program Specialist II and Program Specialist III Extra-Help Positions in the Health and Human Services Agency Public Health Branch.

The additional hours are needed in order for the Program Specialist II and Program Specialist III to complete oral education and oral health screening to preschool and pre-K classes at the Elementary schools, Mariposa Building Blocks preschools, and at Yosemite/El Portal. Provide follow-up education and dental health materials, to follow-up with senior resident referrals made to the program to access care and assist children to access oral health care children identified during health screening.

For this reason, it is necessary to increase the hours worked by the two Extra-Help Program Specialist II and Program Specialist III position. If the employees work the additional 301 hours, the cost will be approximately $19,287.80.

Extra-Help positions can work up to 860 hours. The Human Resources Director can approve additional hours up to 999 hours because of need. Addition of any hours above 999 requires Board approval.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board has previously approved the increase of Extra-Help hours for other positions.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If the Board chooses not to increase the Extra-Help hours, it may have a negative impact on the Public Health Branch in their ability to continue to provide oral health education in compliance with the Oral Health Grant.

FINANCIAL IMPACT:
There is no impact to the General Fund. There is sufficient funding in the FY21-22 budget to cover the costs of the additional hours due to rollover funding in the Oral Health Grant.

REF ID# 12753

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

MARIPOSA COUNTY

Health and Human Services · (209) 966-2000

MEETING: April 5, 2022

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: Reappoint Amber Edwards to the Local Child Care Planning Counci

---

RECOMMENDATION AND JUSTIFICATION:

Reappoint Amber Edwards to the Local Child Care Planning Council (LCCPC) to the Category of Consumer Representative for a Three Year Term Ending April 5, 2025.

According to the by-laws, the Local Child Care Planning Council shall consist of no more than twenty (20) members with representation from various economic, social and occupational groups. This committee has ten (10) voting members and ten (10) alternates. Two (2) Child Care Providers, Two (2) Community Representatives, Two (2) Public Agency Representatives and Two (2) Additional Representatives, appointed at the Discretion of the Appointing Bodies. The Board shall appoint one (1) member from each of the membership categories listed above for a total of five (5) members. The Superintendent shall appoint one (1) member from each of the membership categories listed above for a total of five (5) members.

The term of office is three (3) years from the date of appointment. The purpose of the Mariposa County Local Child Care Planning Council is to serve as a forum to address the child care needs of all families and for all child care programs, both subsidized and non-subsidized in Mariposa County.

There are currently seven (7) members appointed to serve on this council with five (5) alternates. Vacancies have been posted pursuant to the Maddy Act.

As per regulation, one half of the Mariposa Local Child Care Planning Council's membership is appointed by the Superintendent of Schools. The other half is appointed by the Mariposa County Board of Supervisors.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

Your Board has continued to follow the recommendation of the Local Child Care Planning Council regarding the re-appointment of interested members.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

By not re-appointing interested individuals to the Local Child Care Planning Council,

Agenda Item - No Resolution Requested 2022-30

current members will not be as effective and may not be able to meet the mission of the Board.

ATTACHMENTS:
BOS Reappointment Edwards (PDF)

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

Attachment: BOS Reappointment Edwards (2022-30 : Reappoint Amber Edwards to the Local Child Care Planning Counci)

March 22, 2022

Mariposa County Board of Supervisors
P.O. Box 784
Mariposa, CA 95338

Dear Board of Supervisors,

As per regulation, one half of the Mariposa Local Child Care Planning Council's membership is appointed by the Superintendent of Schools. The other half appointed by the Mariposa County Board of Supervisors.

At this time the council is seeking the reappointment of Amber Edwards as a Consumer Representative. Amber is a valued council member who brings a wealth of information to the council. She is a Board member of Sierra Foothill Charter School and has a local photography business.

The Council unanimously voted to reappoint Amber for another three year term at our March meeting.

We ask that you send us a signed determination at your earliest convenience. Thank you for your time and consideration in this matter. If you should have any questions, please do not hesitate to call me at 966-6299.

Respectfully submitted,

Amber Chambers
LCCPC Coordinator

MARIPOSA COUNTY

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

RESOLUTION - ACTION REQUESTED 2022-211

MEETING: April 5, 2022

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: Amendment to Agreement to Perform County-Based Medi-Cal Administrative Activities (CMAA)

RECOMMENDATION AND JUSTIFICATION:
Approve Amendment to Agreement 20-10000 with the Department of Health Care Services (DHCS) to perform County-Based Medi-Cal Administrative Activities (CMAA) modifying requirements in Scope of Work (Exhibit A1); and Authorize the Acting Health and Human Services Agency Director to sign the amendment and the associated certifications, as per instructions from DHCS.

The Health and Human Services Agency (HHSA) Health Division received approval of the program funding to expand services and revenue by providing County-Based Medi-Cal Administrative Activities (CMAA). HHSA has been allocated $1,800,000 to perform a variety of Medi-Cal outreach and enrollment activities during the term of July 1, 2020 through June 30, 2023. Performing these activities to outreach and enroll more county Medi-Cal beneficiaries provides two key benefits: improved health care options for county residents and potential greater Medi-Cal revenue for county health care providers, including HHSA.

As per instructions from DHCS, the requested resolution addresses modifications to existing services covered in the Scope of Work (Exhibit A1) as well as additional provisions related to contractor responsibilities.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
Board of Supervisors approved the current agreement on October 6, 2020, through Resolution No. 2020-593.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If this amendment is not approved, the Agency will be non-compliant in program requirements and forego the expansion of services and the additional $1,800,000 in revenue.

FINANCIAL IMPACT:
This program will generate offsetting revenue. A budget will be created to match program activities upon DHCS approval. There will be no impact to the County General Fund.

REF ID# 12703

ATTACHMENTS:
Exh H - HIPAA (PDF)
Exh B A1 - Budget (PDF)
CCC (PDF)
STD 213A Continued (PDF)
Exh H Attach A - Data Files (PDF)
Exh E A1 - Additional Prov (PDF)
Mariposa 20-10000 (PDF)
Exh A A1 - SOW (PDF)

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

Exhibit H
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. The Department of Health Care Services (DHCS) 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. Contractor (however named elsewhere in this Agreement) is the Business Associate of DHCS 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. DHCS 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

Attachment: Exh H - HIPAA (RES-2022-211 : Amendment to Agreement to Perform County-Based Medi-Cal Administrative Activities (CMAA))

Exhibit H
Business Associate Addendum

DHCS, provided that such use or disclosure would not violate HIPAA or other applicable laws if done by DHCS.

7.1 Specific Use and Disclosure Provisions

Except as otherwise indicated in this Agreement, 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

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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

9.1.1 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 NIST SP 800-53 as it may be updated from time to time. The current version of NIST SP 800-53, Revision 5, is available online at; updates will be available online through the Computer Security Resource Center website.

9.2.3 Business Associate shall employ FIPS 140-2 validated 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 140-2. 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.

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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 DHCS under 45 CFR Part 164, Subpart E, comply with the requirements of the subpart that apply to DHCS in the performance of such obligation.

15. Access to Practices, Books and Records

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Business Associate Addendum

Business Associate shall make its internal practices, books, and records relating to the use and disclosure of PHI on behalf of DHCS available to DHCS upon reasonable request, and to the federal Secretary of Health and Human Services for purposes of determining DHCS' compliance with 45 CFR Part 164, Subpart E.

16. Return or Destroy PHI on Termination; Survival

At termination of this Agreement, 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, DHCS 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 DHCS 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 DHCS that was verified by or provided by the Social Security Administration (SSA data) and is subject to an agreement between DHCS and SSA, 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 DHCS.

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 DHCS

18.1.1 Business Associate shall notify DHCS 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 DHCS.

18.1.2 Business Associate shall notify DHCS within 24 hours by email (or by telephone if Business Associate is unable to email DHCS) of the discovery of the following, unless attributable to a treatment provider that is not acting as a business associate of Business Associate:

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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 Information in Section 18.6.

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 the DHCS Data Privacy webpage.

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 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.

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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 Entities 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 information below by giving written notice to Business Associate. These changes shall not require an amendment to this Agreement.

Attachment: Exh H - HIPAA (RES-2022-211 : Amendment to Agreement to Perform County-Based Medi-Cal Administrative Activities (CMAA))

Exhibit H
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18.6.1 DHCS Program Contract Manager

See the Scope of Work exhibit for Program Contract Manager information. If this Business Associate Agreement is not attached as an exhibit to a contract, contact the DHCS signatory to this Agreement.

18.6.2 DHCS Privacy Office

Privacy Office
c/o: Office of HIPAA Compliance
Department of Health Care Services
P.O. Box 997413, MS 4722
Sacramento, CA 95899-7413

Email: incidents@dhcs.ca.gov

Telephone: (916) 445-4646

18.6.3 DHCS Information Security Office

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

DHCS 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, 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 DHCS unless it is legally prohibited from doing so.

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21. Termination

21.1 Termination for Cause

Upon DHCS' knowledge of a violation of this Agreement by Business Associate, DHCS 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

DHCS 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

DHCS 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 DHCS at no cost to DHCS to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being

Attachment: Exh H - HIPAA (RES-2022-211 : Amendment to Agreement to Perform County-Based Medi-Cal Administrative Activities (CMAA))

commenced against 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: Exh H - HIPAA (RES-2022-211 : Amendment to Agreement to Perform County-Based Medi-Cal Administrative Activities (CMAA))

Exhibit B A1
Budget Detail and Payment Provisions

1. Invoicing and Payment

A. For administrative activities satisfactorily rendered and upon receipt and approval of the invoices, DHCS agrees to compensate the Contractor for actual expenditures incurred in accordance with the conditions specified herein.

B. Invoices shall include the Agreement Number and shall be submitted not more frequently than quarterly in arrears to:

U.S. Mail ~~Regular Mail~~	**Overnight Mail**
CMAA Analyst Department of Health Care Services Local Governmental Financing Division County-Based Claiming and Inmate Services Section MS 2628 PO Box 997436 Sacramento, CA 95899-7436	CMAA Analyst Department of Health Care Services Local Governmental Financing Division County-Based Claiming and Inmate Services Section MS 2628 1501 Capitol Avenue Sacramento, CA 95814

C. Invoices shall:

1. Be prepared on the County-Based Medi-Cal Administrative Activities (CMAA) Invoice incorporated by reference in Exhibit E, Provision 1.

2. Be prepared on Contractor letterhead and must be signed by an authorized official, employee or agent certifying that the expenditures claimed represent actual expenses for the activities performed under this agreement on the CMAA Invoice Summary page.

3. Bear the Contractor's name as shown on the agreement on the CMAA Invoice.

4. Identify the billing and/or performance period covered by the invoice on the CMAA Invoice.

5. Itemize costs for the billing period in the same or greater level of detail as indicated in this agreement on the CMAA Invoice. Subject to the terms of this agreement, reimbursement may only be sought for those costs and/or cost categories expressly identified as allowable in this agreement and approved by DHCS.

Attachment: Exh B A1 - Budget (RES-2022-211 : Amendment to Agreement to Perform County-Based Medi-Cal Administrative Activities

Exhibit B A1
Budget Detail and Payment Provisions

6. Provide the State with complete invoice and expenditure information to include in the CMS 64 no later than 15 months after the end of the quarter for which the claim was submitted. This information shall be provided on the standardized CMAA Invoice.

7. Identify on the CMAA Invoice, the claim categories to which expenditure data must adhere for insertion into the CMS 64. A separate CMAA Invoice shall be submitted for each program, clinic, non-governmental entity and subcontractor claiming CMAA costs pursuant to this agreement, except for contracted employees under the direct control of the Contractor. Contracted employees' costs shall be aggregated and reported in accordance with the CMAA Invoice instructions. The CMAA Invoice(s) for each of the programs claimed shall correspond to the name of the claiming programs identified in the Contractors CMAA Claiming Plan. The Invoice instructions are found in the DHCS CMAA/TCM Time Survey Methodology and DHCS CMAA Program Operational Plan incorporated by reference in Exhibit E, Provision1.

D. Rates Payable

1. The invoices may include the cost of expenses of staff, the operating expenses, and equipment costs necessary to collect data, disseminate information, and carry out the staff activities outlined in this agreement.

2. The maximum rate of Federal reimbursement for compensation (salary and benefits), of activities qualifying under Federal regulations applying to Skilled Professional Medical Personnel (SPMP) of a public agency and their direct supporting staff shall be 75 percent of such costs for activities identified as "enhanced." The maximum rate of reimbursement for allowable costs of activities identified as "non-enhanced", performed by SPMP and their direct supporting staff, shall be 50 percent. The maximal rate of reimbursement for all allowable costs other than compensation applicable to SPMPs and their direct supporting staff shall be 50 percent.

3. A SPMP is defined as an employee of the Contractor who has completed a 2- year or longer program leading to an academic degree or certification in a medically-related profession *and* who performs duties and responsibilities requiring professional medical knowledge and skills. Direct supporting staff are also employees of the Contractor. They are secretarial, stenographic, copy, file, or record clerks who are directly supervised by the SPMP, and who provide clerical services necessary for carrying out the professional medical responsibilities and administrative activities of the SPMP.

4. The rate of federal reimbursement is 50 percent FFP for all costs of non-SPMPs and all costs of subcontractors (non-governmental entities) performing allowable administrative activities as defined in Provision 5, Services to be Performed, of Exhibit A, Scope of Work.

Attachment: Exh B A1 - Budget (RES-2022-211 : Amendment to Agreement to Perform County-Based Medi-Cal Administrative Activities

Exhibit B A1
Budget Detail and Payment Provisions

5. The maximum rate of reimbursement for all non-public subcontractors to the Contractor shall be 50 percent for all categories of cost.

E. **The Contractor shall** certify the certified public expenditures (CPEs) from the Contractor's General Fund, or from any other funds allowed under federal law and regulation, for Title XIX funds claimed for CMAA performed pursuant to Welfare and Institutions (W&I) Code section 14132.47. The State shall deny payment of any claim submitted under this agreement if it determines that the certification is not adequately supported for purposes of FFP. Expenditures certified for CMAA costs shall not duplicate, in whole or in part, claims made for the costs of direct patient care. DHCS shall provide a certification statement to be included with each CMAA Invoice Summary Page submitted to the State for payment for the performance of CMAA.

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, DHCS 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 further provide services under the CMAA program.

B. If funding for any **state fiscal year (SFY)** is reduced or deleted by the Budget Act for purposes of this program, DHCS shall have the option to either cancel this Agreement with no liability occurring to DHCS, or offer an agreement amendment to Contractor to reflect the reduced amount.

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. Amounts Payable

A. The amounts payable under this agreement shall not exceed:

1. $600,000 for the budgetary period of 07/01/2020 through 06/30/2021,
2. $600,000 for the budgetary period of 07/01/2021 through 06/30/2022,
3. $600,000 for the budgetary period of 07/01/2022 through 06/30/2023.

B. Reimbursement shall be made for allowable expenses up to the amount annually encumbered commensurate with the **SFY** in which services are performed and/or goods are received.

Attachment: Exh B A1 - Budget (RES-2022-211 : Amendment to Agreement to Perform County-Based Medi-Cal Administrative Activities

Exhibit B A1
Budget Detail and Payment Provisions

Attachment: Exh B A1 - Budget (RES-2022-211 : Amendment to Agreement to Perform County-Based Medi-Cal Administrative Activities

5. Timely Submission of Final Invoice

A. A final undisputed invoice shall be submitted for payment no more than 30 calendar days following the expiration or termination date of this Agreement, unless a later or alternate deadline is agreed to in writing by the Program Contract Manager. Said invoice should be clearly marked "Final Invoice", thus indicating that all payment obligations of DHCS under this Agreement have ceased and that no further payments are due or outstanding.

B. DHCS may, at its discretion, choose not to honor any delinquent final invoice if the Contractor fails to obtain prior written DHCS approval of an alternate final invoice submission deadline. Written DHCS approval shall be sought from the Program Contract Manager prior to the expiration or termination date of this Agreement.

C. The Contractor is hereby advised of its obligation to submit, with the final invoice, a **"Contractor's Release (Exhibit F)"** acknowledging submission of the final invoice to DHCS and certifying the approximate percentage amount, if any, of recycled products used in performance of this Agreement.

6. Participation in Medi-Cal Administrative Claiming Process

A. As a condition of participation in the Medi-Cal Administrative Claiming process, and in recognition of revenue generated in the Medi-Cal Administrative Claiming process, the Contractor shall pay an annual participation fee through a mechanism agreed to by the State and Contractors, or, if no agreement is reached by August 1 of each year, directly to the State.

B. The participation fee shall be used to cover the cost of administering the Medi-Cal Administrative Claiming process, including, but not limited to, claims processing, technical assistance, and monitoring. The State shall determine and report staffing requirements upon which projected costs will be based.

C. The amount of the participation fee shall be based upon the anticipated state salaries, benefits, operating expenses, and equipment, necessary to administer the Medi-Cal Administrative Claiming process and other costs related to that process.

7. Non-Federal Matching Funds for CMAA

The Contractor will expend 100 percent of the non-federal share of the cost of performing CMAA. By signing this agreement, the Contractor certifies that the funds expended for this purpose shall be from the Contractor's general fund or from any other funds allowable under federal law and regulation.

Exhibit B A1
Budget Detail and Payment Provisions

Attachment: Exh B A1 - Budget (RES-2022-211 : Amendment to Agreement to Perform County-Based Medi-Cal Administrative Activities

8. Claiming Overhead Costs

A. In order to claim administrative overhead costs, also referred to as "External Administrative Overhead" costs, the Contractor must have a State Controller's Office approved LGA administrative overhead cost allocation plan for the applicable period and these costs must be claimed in accordance with the allocation plan. A LGA's plan is submitted to the California State Controller's Office, which has delegated authority from the Federal Government to approve the plan.

B. Internal (departmental) administrative overhead costs are allowable for FFP only if there is a departmental overhead indirect cost allocation plan prepared and on file for audit purposes for the applicable period and costs are claimed in accordance with 2 Code of Federal Regulations (C.F.R) part 200 et seq.

C. Internal and external administrative cost allocation plans shall comply with provisions of 2 C.F.R part 200 et seq., entitled "Cost Principles for State, Local, and Indian Tribal Governments "and Federal Publication OASC-10, entitled "A Guide for State and Local Governments/Cost Principles and Procedures for Establishing Cost Allocation Plans and Indirect Cost Rates for Grants and Contracts with the Federal Government."

D. The Contractor must assure that costs claimed as direct costs are not duplicate costs claimed through the application of the indirect cost rate.

9. Offset of Revenues, Non-Duplication of FFP, and Federal Audit Disallowance

A. To the extent that other funding sources have paid or would pay for the costs at issue, FFP is not available and the costs must be removed from the total costs (2 C.F.R. part 200 et seq.). The revenue offset categories which must be applied in developing the net costs include, but are not limited to:

1. All unallowable federal funds, including not only federal grants but also federal payments for services under Medicare fee-for-service or encounter rates.

2. All state expenditures which have been previously matched by the Federal Government (*includes Medicaid funds for medical assistance, such as the payment rate for services under fee-for-service or encounter rates).* Claims submitted will not be duplicative of Medicaid claims for costs that are part of the all-inclusive rate for direct patient care.

3. Private insurance and other fees collected from non-governmental sources.

Exhibit B A1
Budget Detail and Payment Provisions

4. All applicable credits must be offset against claims for Medicaid funds. Applicable credits refer to those receipts or reduction of expenditure type transactions that offset or reduce expense items allocable to federal awards as direct or indirect costs.

5. A program may not claim any federal match for administrative activities if its total cost has already been paid by the revenue sources above. A government program may not be reimbursed in excess of its actual costs.

B. Pursuant to W&I Code section 14132.47(g), DHCS shall be held harmless, in accordance with this section, from any federal audit disallowance and interest resulting from payments made to the Contractor for services under this contract, for a disallowed claim.

C. To the extent that a federal audit disallowance and interest results from a claim or claims for which the Contractor has received reimbursement for Administrative Claiming process activities, the DHCS shall recoup from the Contractor that submitted the disallowed claim, through offsets or by a direct billing, amounts equal to the amount of the disallowance and interest, in that fiscal year, for the disallowed claim. All subsequent claims submitted to DHCS applicable to any previously disallowed administrative activity or claim, may be held in abeyance, with no payment made, until the federal disallowance issue is resolved.

D. Notwithstanding the above paragraph, to the extent that a federal audit disallowance and interest results from a claim or claims for which the Contractor has received reimbursement for Administrative Claiming process activities performed by an entity under contract with, and on behalf of, the Contractor, DHCS shall be held harmless by the Contractor for 100 percent of the amount of the federal audit disallowance and interest, for the disallowed claim.

10. Requirements for FFP

A. The reimbursement LGAs receive for their Medi-Cal program expenditures is known as FFP. 42 Code of Federal Regulations part 433.51 provides that the amount expended for providing medical assistance must be "… certified by the contribution public agency as representing expenditures eligible for FFP." Section 1903(a) of Title XIX of the Social Security Act also provides language indicating states may receive an enhancement to the FFP. Section 1903(a) (2)(A) of the Social Security Act specifically indicates federal matching at 75 percent is attributable to the compensation and/or training of SPMP, and staff direct supporting such personnel of the State agency of any other public agency.

Attachment: Exh B A1 - Budget (RES-2022-211 : Amendment to Agreement to Perform County-Based Medi-Cal Administrative Activities

Exhibit B A1
Budget Detail and Payment Provisions

For example, when the amounts expended for providing medical assistance "are attributable to the compensation or training of SPMP, and staff directly supporting such personnel", the FFP rate shall be 75 percent.Therefore, the FFP rate for a LGA claim with eligible and certified Medi-Cal expenditures performed by a SPMP, or staff directly supporting a SPMP, in the amount of $100 would be $75 ($100 x .75 =$75).

B. In order to meet the CPE requirements and receive FFP, LGAs must obtain and maintain supporting documentation verifying: a) 100 percent of available revenue is specifically related to performing the administrative activities and services of the Medi-Cal program; b) 100 percent of the expenditures eligible for reimbursement are specifically related to performing the administrative activities and services of the Medi-Cal program; c) the expenditures eligible for reimbursement are restricted to the actual costs incurred; d) the funds expended to account for the actual cost are from revenue sources allowable under all applicable state and federal laws and regulations; e) the administrative activity and service expenditures of the Medi-Cal program are incurred prior to requesting FFP reimbursement. The contributing public agency must certify to their allowable expenditures for the actual costs of providing services and/or activities. Community-Based Organizations (CBOs) may not utilize their private funds or certify costs. CBOs may only utilize allowable CPE contributed by a Public Agency for the actual costs related to Medi-Cal eligible services and/or activities. If a LGA has a question regarding eligible CPE or actual cost at the claiming unit or CBO level, it should contact DHCS.

C. Per 42 C.F.R. part 432.2 et seq., and part 433.1 et seq., SPMP, and direct supporting staff, eligible for enhanced funding are defined as physicians, dentists, nurses, and other specialized personnel who have professional education and training in the field of medical care or appropriate medical practice and who are in an employer-employee relationship with the Contractor. SPMPs do not include other non-medical health professionals such as public administrators, medical analysts, lobbyists, senior managers or administrators of public assistance programs or of the Medi-Cal program.

D. The ~~seventy-five (75)~~ **75** percent (enhanced) federal matching rate is only available for a Contractor that is contractually linked to DHCS to perform Medi-Cal Administrative Activities. The enhanced federal matching rate can be claimed for salaries, benefits, travel and training of SPMP and their direct supporting clerical staff who are in an employee-employer relationship with the Contractor and are involved in activities necessary for the proper and efficient administration of the Medi-Cal Program.

E. ~~Fifty (50)~~ **50** percent (non-enhanced) federal matching rate can be claimed for any of the Contractor's staff, or subcontractors, involved in the performance of activities that are necessary for the proper and efficient administration of the Medi-Cal Program. This includes claiming for SPMP and direct supporting clerical staff performing related activities that are non-enhanced.

Exhibit B A1
Budget Detail and Payment Provisions

Additionally, the ability to claim SPMP under the MAA program is activity driven, not education based. Expenditures for the actual furnishing of medical services by SPMP do not qualify for reimbursement via Medi-Cal Administrative Claiming, as medical services are paid for in the fee-for-services system and managed care system.

F. Qualifying SPMP costs may be matched at the 75 percent rate in proportion to the time worked by SPMP in performing those duties that require professional medical knowledge and skills, as evidenced by position descriptions, job announcements, or job classifications.

11. Expense Allowability/Fiscal Documentation

A. Invoices, received from a Contractor and accepted and/or submitted for payment by DHCS, shall not be deemed evidence of allowable agreement costs.

B. Contractor shall maintain for review and audit and supply to DHCS 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 DHCS 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 may be withheld by the DHCS. Upon receipt of adequate documentation supporting a disallowed or questionable expense, reimbursement may resume for the amount substantiated and deemed allowable.

D. The LGA is to establish policies and procedures to identify the Federal Award amounts passed through to sub-recipients and furnish those amounts to DHCS.

12. Federal Audit Disallowances

A. In addition to the indemnification required by Exhibit C, Provision 5, and notwithstanding any other provision of this agreement, the State shall be held harmless, in accordance with Provision 2, Budget Contingency Clause, paragraphs A and B, from any federal audit disallowance and interest resulting from payments made to the Contractor pursuant to W&I Code section 14132.47, and this agreement, less the amounts already remitted to the State.

Attachment: Exh B A1 - Budget (RES-2022-211 : Amendment to Agreement to Perform County-Based Medi-Cal Administrative Activities

Exhibit B A1
Budget Detail and Payment Provisions

B. To the extent that a federal audit disallowance and interest results from a claim or claims for the Contractor has received reimbursement for CMAA, the State shall recoup from the Contractor which submitted the disallowed claim, through offsets or by direct billing, amounts equal to the amount of the disallowance plus interest in that SFY, less any amount already remitted to the State for the disallowed claim. All subsequent claims submitted to the State applicable to any previously disallowed CMAA or claim, may be held in abeyance, with no payment made, until the federal disallowance issue is resolved.

C. To the extent that a federal audit disallowance and interest results from a claim or claims for which the Contractor has received reimbursement for CMAA performed by a non-governmental entity under agreement with, and on behalf of, the Contractor, the State shall be held harmless by that particular Contractor for 100 percent of the amount of any such final federal audit disallowance and interest less the amounts already remitted to the State for the disallowed claim.

13. Dun and Bradstreet Universal Numbering System(DUNS)

Notwithstanding Exhibit E. 7. A. 8. definition for vendor, CMAA providers and their subcontractors are considered contractors solely for the purposes of U.S. Office of Management and Budget Uniform Guidance (2 C.F.R. section 200 et seq., and specifically, 2 C.F.R. section 200.330). Consequently, as contractors, a DUNS number is not required.

Attachment: Exh B A1 - Budget (RES-2022-211 : Amendment to Agreement to Perform County-Based Medi-Cal Administrative Activities

Contractor 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 Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	Federal ID Number
County of Mariposa	94-6000880

By (Authorized Signature)

Printed Name and Title of Person Signing

Joe Lynch, Acting Director of Health and Human Services

Date Executed	Executed in the County of

CONTRACTOR CERTIFICATION CLAUSES

STATEMENT OF COMPLIANCE:

Contractor has, unless exempted, complied with the nondiscrimination program requirements. (GC 12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

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,

Attachment: CCC (RES-2022-211 : Amendment to Agreement to Perform County-Based Medi-Cal Administrative Activities (CMAA))

4. penalties that may be imposed upon employees for drug abuse violations.

c) Provide that 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 Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: (1) the Contractor 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:

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. (PCC 10296) (Not applicable to public entities.)

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.

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.

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

Attachment: CCC (RES-2022-211 : Amendment to Agreement to Perform County-Based Medi-Cal Administrative Activities (CMAA))

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 and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

DOMESTIC PARTNERS:

For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

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.

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.

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 a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-

Attachment: CCC (RES-2022-211 : Amendment to Agreement to Perform County-Based Medi-Cal Administrative Activities (CMAA))

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. (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:

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)

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.)

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.

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

Attachment: CCC (RES-2022-211 : Amendment to Agreement to Perform County-Based Medi-Cal Administrative Activities (CMAA))

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 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.

PAYEE DATA RECORD FORM STD. 204:

This form must be completed by all contractors that are not another state agency or other government entity.

Attachment: CCC (RES-2022-211 : Amendment to Agreement to Perform County-Based Medi-Cal Administrative Activities (CMAA))

STD 213A Continued

Item #4

IV. Paragraph 4 (incorporated exhibits) on the face of the original STD 213 is amended to add the following revised exhibits and add new exhibits:

Exhibit A A1 – Scope of Work (9 pages)

Exhibit B A1 – Budget Detail and Payment Provisions (9 pages)

Exhibit E A1 – Additional Provisions (7 pages)

Exhibit H – HIPAA Business Associate Addendum (10 pages)

Exhibit H, Attachment A – Data Files (1 page)

All references to Exhibit A – Scope of Work in any exhibit incorporated into this agreement shall herein after be deemed to read Exhibit A A1 – Scope of Work. Exhibit A – Scope of Work is hereby replaced in its entirety by the attached revised exhibit.

All references to Exhibit B – Budget Detail and Payment Provisions in any exhibit incorporated into this agreement shall herein after be deemed to read Exhibit B A1 – Budget Detail and Payment Provisions. Exhibit B – Budget Detail and Payment Provisions is hereby replaced in its entirety by the attached revised exhibit.

All references to Exhibit E – Additional Provisions in any exhibit incorporated into this agreement shall herein after be deemed to read Exhibit E A1 – Additional Provisions. Exhibit E – Additional Provisions is hereby replaced in its entirety by the attached revised exhibit.

All references to Exhibit G – HIPAA Business Associate Addendum in any exhibit incorporated into this agreement shall herein after be deemed to read Exhibit H – HIPAA Business Associate Addendum. Exhibit G - HIPAA Business Associate Addendum is hereby replaced in its entirety by the attached revised exhibit.

V. Provision 4 (incorporated exhibits) on the face of the original STD 213 is amended to add the following revised language:

4. Exhibit D(F) – Special Terms and Conditions (Attached hereto as part of this agreement. **Notwithstanding Provision 4.g., 15, 18, 23, 26, and 30 which does not apply to this agreement**) (27 pages)

VI. All other terms and conditions shall remain the same.

Attachment: STD 213A Continued (RES-2022-211 : Amendment to Agreement to Perform County-Based Medi-Cal Administrative Activities

DEPARTMENT OF HEALTH CARE SERVICES

Health Insurance Portability and Accountability Act
Business Associate Addendum

Exhibit H, Attachment A

Data Files

The following data files will be provided pursuant to this Agreement:

Local Governmental Agency (LGA)

Each LGA will receive a list of beneficiaries who received County-Based Medi-Cal Administrative Activities (CMAA) from the LGA. The list may provide the following information, as necessary, for each beneficiary who received CMAA.

1. Social Security Number
2. Last Name
3. First Name
4. Middle Initial
5. Date Of Birth
6. Match Individual
7. Eligibility
8. Month of Eligibility
9. Currently a Medi-Cal beneficiary
10. Fee for Service or Managed Care beneficiary
11. Managed Care Organization (MCO) Name (Most recent MCO that beneficiary is/was enrolled in)
12. **Alternate Format Selection**

Attachment: Exh H Attach A - Data Files (RES-2022-211 : Amendment to Agreement to Perform County-Based Medi-Cal Administrative

Exhibit E A1
Additional Provisions

1. Additional Incorporated Exhibits

A. The following documents and any subsequent updates are not attached, but are incorporated herein and made a part hereof by this reference. Contractors are required to fully comply with the directives in each document incorporated by reference herein and each update thereto. These documents may be updated periodically by DHCS, as required by program directives or changes in law or policy. Unless otherwise indicated, DHCS shall provide the Contractor with copies of said documents at or before the agreement is presented to the Contractor for review, acceptance, and signature and will require acknowledgment of receipt. Periodic updates to the below listed documents will be presented to the Contractor under separate cover and acknowledgment of receipt will be required. DHCS will maintain on file, all documents referenced herein and any subsequent updates.

1) Policy & Procedure Letters (PPL)*
2) DHCS CMAA/TCM Time Survey Methodology and DHCS CMAA Program Operational Plan *
3) CMAA Invoice Documents*
4) CMAA Training Materials*

*View at www.dhcs.ca.gov/provgovpart/Pages/CMAA.aspx

2. Priority of Provisions

In the event of a conflict between the provisions of Exhibit A and any other exhibit of this contract, the CMAA Claiming Plan and federal and state law and policy, the CMAA provisions of Exhibit A shall prevail.

3. Amendment Process

Should either party, during the term of this agreement, desire a change or amendment to the terms of this agreement, such changes or amendments shall be proposed in writing to the other party, who will respond in writing as to whether the proposed changes/amendments are accepted or rejected. If accepted and after negotiations are concluded, the agreed upon changes shall be made through the State's official agreement amendment process, unless otherwise stipulated within this agreement. No amendment will be considered binding on either party until it is formally approved by both parties and the Department of General Services (DGS), if DGS approval is required.

Attachment: Exh E A1 - Additional Prov (RES-2022-211 : Amendment to Agreement to Perform County-Based Medi-Cal Administrative Activities

Exhibit E A1
Additional Provisions

4. Cancellation/Termination

A. This agreement may be cancelled or terminated without cause by either party by giving 30 calendar days advance written notice to the other party. Such notification shall state the effective date of termination or cancellation and include any final performance and/or payment/invoicing instructions/requirements.

B. Upon receipt of a notice of termination or cancellation from DHCS, Contractor shall take immediate steps to stop performance and to cancel or reduce subsequent agreement costs.

C. The Contractor shall be entitled to payment for all allowable costs authorized under this agreement, including authorized non-cancelable obligations incurred up to the date of termination or cancellation, provided such expenses do not exceed the stated maximum amounts payable.

5. Contractor Responsibilities

A. The Contractor shall comply with 42 United States Code (USC), part 1396 et seq., 42 Code of Federal Regulations (CFR) part 400 et seq., and 45 CFR part 95, California Welfare and Institutions Code, Division 9, part 3, Chapter 7 (commencing with part 14000) and Chapter 8 (commencing with part 14200), and Title 22 California Code of Regulations (CCR), Division 3 (commencing with part 50000), all as periodically amended; State issued policy directives; 2 CFR part 200 et. Seq., as periodically amended.

B. If the Contractor enters into contracts with other organizations to perform CMAA in support of the Contractor claiming administrative reimbursement, the Contractor shall have any contract to perform administrative activities under the auspices of the Medi-Cal Program available for State and/or Federal review.

C. The Contractor is responsible for the acts or omissions of its employees and/or subcontractors. Submission of a falsified CMAA invoice by a Contractor shall constitute a breach of contract. Submission of a CMAA invoice for which there is no supporting documentation by a Contractor may constitute a breach of contract.

D. The conviction of an employee or subcontractor of the Contractor, or of an employee of a subcontractor, of any felony or of a misdemeanor involving fraud, abuse of any Medi-Cal applicant or beneficiary, or abuse of the Medi-Cal Program, shall result in the exclusion of that employee or subcontractor, or

Attachment: Exh E A1 - Additional Prov (RES-2022-211 : Amendment to Agreement to Perform County-Based Medi-Cal Administrative Activities

Exhibit E A1
Additional Provisions

employee of a subcontractor, from participation in the Medi-Cal Administrative Claiming process. Failure of a Contractor to exclude a convicted individual from participation in the Medi-Cal Administrative Claiming process shall constitute a breach of contract.

E. Exclusion after conviction shall result regardless of any subsequent order under Part 1203.4 of the Penal Code allowing a person to withdraw his or her plea of guilty and to enter a plea of not guilty, or setting aside the verdict of guilty, or dismissing the accusation, information, or indictment.

F. Suspension or exclusion of an employee or subcontractor, or of an employee of a subcontractor, from participation in the Medi-Cal Program, the Medicaid Program, or the Medicare Program, shall result in the exclusion of that employee or subcontractor, or employee of a subcontractor, from participation in the Medi-Cal Administrative Claiming process. Failure of a Contractor to exclude a suspended or excluded individual from participation in the Medi-Cal Administrative Claiming process shall constitute a breach of contract.

G. Revocation, suspension, or restriction of the license, certificate, or registration of any employee, subcontractor, or employee of a subcontractor, shall result in exclusion from the Medi-Cal Administrative Claiming process, when such license, certificate, or registration is required for the performance of Medi-Cal administrative activities. Failure of a Contractor to exclude an individual whose license, certificate, or registration has been revoked, suspended, or restricted, from participation in the Medi-Cal Administrative Claiming process, may constitute a breach of contract.

H. LGA budget units that elect to participate in the CMAA and/or TCM programs are required to conduct time surveys to account for staff time spent performing Medi-Cal and non-Medi-Cal eligible services and activities. The time survey results are used in the determination of allowable Medi-Cal costs. The activities of staff providing Medi-Cal administration must be documented in accordance with the provisions of 42 CFR parts 432.50, 433.32, and 433.34, and 45 CFR parts 74 and 95, and 2 CFR part 200 et. Seq.

I. All non-Medi-Cal related activities and direct patient care services shall be time surveyed to Other Programs/Activities" or "Direct Patient Care" on the Time Survey form, as appropriate**.**

J. The Contractor shall comply with enabling legislation, regulations, administrative claiming process directives, and the PPLs of DHCS Local Governmental Financing Division incorporated by reference in Exhibit E, Provision 1, which define program specific allowable CMAA.

Attachment: Exh E A1 - Additional Prov (RES-2022-211 : Amendment to Agreement to Perform County-Based Medi-Cal Administrative Activities

Exhibit E A1
Additional Provisions

K. The Contractor shall provide to the State, comprehensive Medi-Cal Administrative Claiming Plan, in the format specified by the State. The claiming plan must be approved by the State and this agreement must be signed by both parties prior to the submission of CMAA invoices.

L. The Contractor shall not discriminate against any eligible person because of race, religion, political beliefs, color, national or ethnic origin, ancestry, mental or physical disability, medical condition, marital status, age, or sex.

M. The Contractor shall ensure all applicable State and Federal requirements, as identified in Exhibit E, Provision 4, are met in performing CMAA under this agreement. It is understood and agreed that failure by the Contractor to ensure all applicable State and Federal requirements not met in performing CMAA under this agreement shall be sufficient cause for the State to deny or recoup payments to the Contractor and/or to terminate this agreement.

N. Abide by the Business Associate Agreement (BAA) (Exhibit G), as incorporated herein and made part of this agreement by reference. Data released to LGAs is to be used solely for the purpose of verifying Medi-Cal eligibility of the beneficiaries. The data elements used are listed in attachment A".

O. The Contractor shall submit a letter of intent to participate in the CMAA Program six months prior to the termination of this agreement for the purpose of extending the term of the agreement or initiating a new agreement, whichever is preferred by DHCS.

P. When an amendment of the contract is necessary because the original projected expenditures shortfall the actual expenditures, a request must be submitted to DHCS at least 6 months prior to the end of the state fiscal year (SFY) for which additional funding is necessary. If this request is not received timely, the contract will not be amended to address the insufficient funding and subsequent affected invoices will not be paid.

6. State Responsibilities

A. Review, approve, as appropriate, and process Contractor claims for reimbursement of the allowable actual costs of providing administrative activities necessary for the proper and efficient administration of the Medi-Cal Program. Reimbursement shall be made subsequent to the quarter for which a claim for CMAA is made. Any claim that cannot be approved shall be returned to the Contractor with a written explanation of the basis for disapproval.

Attachment: Exh E A1 - Additional Prov (RES-2022-211 : Amendment to Agreement to Perform County-Based Medi-Cal Administrative Activities

Exhibit E A1
Additional Provisions

B. Provide the Contractor with a standardized format for the CMAA Invoice and CMAA Claiming Plan which will be disseminated through policy directives issued by the State.

C. Review CMAA Claiming Plan and amendment(s) to the CMAA Claiming Plan. Any amendment that cannot be approved shall be returned to the Contractor with a written explanation of the basis for disapproval. Any amendment to the CMAA Claiming Plan shall not require a formal amendment to the agreement but may instead be effective via written approval of the amended CMAA Claiming Plan signed by DHCS.

D. Provide program monitoring and oversight including conducting site reviews at least once every four years for compliance with state and federal requirements and regulations. DHCS will retain ultimate responsibility for program oversight and policy interpretation.

E. Submit approved CMAA Claiming Plans and amendments to the Centers for Medicare and Medicaid Services (CMS) for review and approval if required.

F. Make available to Contractors, training and technical support on proper administrative activities to be claimed, identifying costs related to these activities, and billing procedures. Training material is to be developed by and/or approved by DHCS.

7. Joint Responsibilities

The State and the Contractor hereby agree to comply with all applicable laws governing the confidentiality of client information for Medi-Cal clients served by the Contractor, or subcontractor, under this agreement. Applicable laws include, but are not limited to, 42 USC. part 1396a (a) 7, 42 CFR part 431.300, 45 CFR parts 160, 162, and 164, Welfare and Institutions Code, section 14100.2, and 22 CCR, section 51009.

8. Audit

A. This provision supersedes Provision #4, entitled "Audit" in General Terms & Conditions (GTC 610). View Exhibit C at the following Internet site: https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services- Resources-List-Folder/Standard-Contract-Language

Attachment: Exh E A1 - Additional Prov (RES-2022-211 : Amendment to Agreement to Perform County-Based Medi-Cal Administrative Activities

Exhibit E A1
Additional Provisions

B. Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative, and employees of the California Department of Justice, and the United States CMS, shall have the right to review, access, examine, monitor, audit, and to copy any records and supporting documentation pertaining to the performance of this agreement. Contractor agrees to allow interviews of any employees, or staff of any subcontractor, who might reasonably have information related to such records by either state and/or federal authorities. Contractor agrees to retain all necessary records for a minimum period of three (3) years after the end of the quarter in which the Contractor receives reimbursement for the expenditures incurred. If an audit is in progress, all records relevant to the audit shall be retained until the completion of the audit or the final resolution of all audit exceptions, deferrals, and/or disallowances, whichever is later, and if litigation has been initiated, all necessary records shall be retained until the final resolution of the litigation. The records shall fully disclose the type and extent of administrative activities performed by the appropriate staff. The Contractor shall furnish such documentation and any other information regarding the performance of and payment for CMAA, upon request, to the state or federal government.

9. Definitions

A. The following definitions are applicable to this Contract.

1) "CFDA number" means the number assigned to a federal program in the Catalog of Federal Domestic Assistance (CFDA).

2) "Federal award" means federal financial assistance and federal cost-reimbursement contracts that non-federal entities receive directly from federal awarding agencies or indirectly from pass-through entities. It does not include procurement contracts, under grants or contracts used to buy goods or services from vendors.

3) "Federal awarding agency" means the federal agency that provides an award directly to the recipient.

4) "Federal program" means all federal awards to a non-federal entity assigned a single number in the CDFA.

Attachment: Exh E A1 - Additional Prov (RES-2022-211 : Amendment to Agreement to Perform County-Based Medi-Cal Administrative Activities

Exhibit E A1
Additional Provisions

5) "Pass-through entity" means a non-federal entity that provides a federal award to a subrecipient to carry out a federal program.

6) "Recipient" means a non-federal entity that expends federal awards received directly from a federal awarding agency to carry out a federal program.

7) "Subrecipient" means a non-federal entity that expends federal awards received from a pass-through entity to carry out a federal program, but does not include an individual that is a beneficiary of such a program. A subrecipient may also be a recipient of other federal awards directly from a federal awarding agency. Guidance on distinguishing between a subrecipient and a vendor is provided in OMB Circular A-133

8) "Vendor" means a dealer, distributor, merchant, or other seller providing goods or services that are required for the conduct of a federal program. These goods or services may be for an organization's own use or for the use of beneficiaries of the federal program. Additional guidance on distinguishing between a subrecipient and a vendor is provided on OMB Circular A-133.

B. The definitions in Provision 9.A, Subparagraph 7, shall be included in all of Contractor's contracts with subrecipients and vendors.

C. Additional definitions applicable to this Contract:

1) "Direct charge" means to report CMAA costs for staff that perform Medi-Cal eligible activities either 100 percent of the time or in distinct and documented blocks of time.

2) "Medi-Cal percentage" means for some CMAA, LGAs claim allowable costs based on how many members of a group of people are Medi-Cal beneficiaries; this number is the Medi-Cal percentage. Costs are discounted (i.e. reduced) by the Medi-Cal percentage when the activity is directed toward a group of people that is only partly composed of Medi-Cal eligible persons. The Medi- Cal percentage is the fraction of a total population (target population) that consists of Medi-Cal beneficiaries. The numerator is the number of clients served by the claiming unit that are Medi-Cal beneficiaries, and the denominator is the total number of clients served by the claiming unit. Discount methods approved by DHCS and CMS for calculating the Medi-Cal percentage discount may be utilized.

Attachment: Exh E A1 - Additional Prov (RES-2022-211 : Amendment to Agreement to Perform County-Based Medi-Cal Administrative Activities

MARIPOSA COUNTY

HHS/Behavioral Health & Recovery Services · (209) 9(

RESOLUTION - ACTION REQUESTED 2020-593

MEETING: October 6, 2020

TO: The Board of Supervisors

FROM: Eric Sergienko, Health Officer/Acting HHSA Director

RE: (CMAA) Agreement to Perform County-Based Medi-Cal Administrative Activities

---

RECOMMENDATION AND JUSTIFICATION:
Approve Agreement 20-10000 with the Department of Health Care Services (DHCS) to perform County-Based Medi-Cal Administrative Activities (CMAA) in an amount not to exceed $1,800,000 over three years; and Authorize the Interim Health and Human Services Agency Director to sign the agreement and the associated certifications.

The Health and Human Services Agency (HHSA) Health Division seeks approval of this opportunity to expand services and revenue by providing County-Based Medi-Cal Administrative Activities (CMAA). Performing these activities to outreach and enroll more county Medi-Cal beneficiaries provides two key benefits: improved health care options for county residents and potential greater Medi-Cal revenue for county health care providers, including HHSA.

Counties participating in the CMAA program are eligible to receive federal reimbursement for the cost of performing administrative activities that directly support efforts to identify and enroll potential eligible individuals into Medi-Cal. Through the CMAA program, DHCS and individual county agencies promote access to health care for clients in the county public health system, minimizing both health care costs and long-term health care needs for at risk populations, and coordinating clients' health care needs with other providers. Reimbursable CMAA activities include, but are not limited to, conducting Medi-Cal outreach, facilitating Medi-Cal eligibility determinations, Medi-Cal program planning, and Medi-Cal contract administration.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
This is a new agreement to expand the services offered by the Health and Human Services Agency (HHSA) Health Division.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If this agreement is not approved, the Agency will forego the opportunity to expand services and the additional $1,800,000 in revenue.

Attachment: Mariposa 20-10000 (RES-2022-211 : Amendment to Agreement to Perform County-Based Medi-Cal Administrative Activities

Resolution - Action Requested 2020-593

FINANCIAL IMPACT:
This program will generate offsetting revenue. A budget will be created upon DHCS approval. There will be no impact to the County General Fund.

ATTACHMENTS:
CMAA STD 213_static-form (PDF)
Exhibit A (PDF)
Exhibit B (PDF)
Exhibit D(F) (PDF)
Exhibit E (PDF)
Exhibit F (PDF)
Exhibit G (PDF)
CA Civil Rights Law Certification (PDF)
CCC 042017(PDF)

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Rosemarie Smallcombe, District I Supervisor
SECONDER: Miles Menetrey, District V Supervisor
AYES: Smallcombe, Jones, Long, Cann, Menetrey

Attachment: Mariposa 20-10000 (RES-2022-211 : Amendment to Agreement to Perform County-Based Medi-Cal Administrative Activities

SCO ID: 4260-20100000 RES. NO. 20 - D.19.g

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES
STANDARD AGREEMENT
STD 213 (Rev. 03/2019)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
20-10000	

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

CONTRACTING AGENCY NAME
Department of Health Care Services

CONTRACTOR NAME
County of Mariposa

2. The term of this Agreement is:

START DATE
July 1, 2020

THROUGH END DATE
June 30, 2023

3. The maximum amount of this Agreement is:
1,800,000 (One Million and Eight Hundred Thousand Dollars)

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

	Exhibits	Title	Pages
	Exhibit A	Scope of Work	8
	Exhibit B	Budget Detail and Payment Provisions	8
	Exhibit C *	General Terms and Conditions (GTC 04/2017)	
+ -	Exhibit D (F)	Special Terms and Conditions (Attached hereto as part of this agreement)	27
+ -	Exhibit E	Additional Provisions	6
+ -	Exhibit F	Contractor's Release	1
+ -	Exhibit G	HIPAA Business Associate Addendum	6

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

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

CONTRACTOR

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

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
5362 Lemee Lane	Mariposa	CA	95338

PRINTED NAME OF PERSON SIGNING	TITLE
Eric Sergienko	Acting Director, Health & Human Services Agency

CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED
	9/22/2020

APPROVED AS TO FORM:
STEVEN W. DAHLEM
COUNTY COUNSEL

Attachment: Mariposa 20-10000 (RES-2022-211 : Amendment to Agreement to Perform County-Based Medi-Cal Administrative Activities

SCO ID: 4260-20/10000

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES
STANDARD AGREEMENT
STD 213 (Rev. 03/2019)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
20-10000	

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME			
Department of Health Care Services			
CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
1000 G Street, 4th Floor, MS 4200, P.O. Box 997413	Sacramento	CA	95899
PRINTED NAME OF PERSON SIGNING ~~Carrie Talbot~~ Robert M. Strom	TITLE Section Chief ~~Unit Chief, Procurement Section~~, Contract Services		
CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED 12/29/2020		
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable)		

APPROVED
Jan 8 2021
ALW-NB-bb
OFFICE OF LEGAL SERVICES
DEPT. OF GENERAL SERVICES

Attachment: Mariposa 20-10000 (RES-2022-211 : Amendment to Agreement to Perform County-Based Medi-Cal Administrative Activities

From: DGS OLS Contact@DGS
To: TOM.HANNAH@DHCS.CA.GOV
Subject: APPROVED CONTRACT: 4260-20-10000
Date: Friday, January 8, 2021 3:20:00 PM
Attachments: 4260-2010000.pdf

CONDITIONAL APPROVAL

This contract is being approved through an abbreviated review process due to emergency measures implemented by the State of California in response to the COVID19 crisis. As a result of these measures, DGS has received and reviewed the contract with minimum supporting documentation. As always, it is the submitting agency's responsibility to ensure compliance with all applicable laws. In issuing its approval, DGS relies on your department's assurances that all contracting processes and requirements have been followed, as outlined in the State Contracting Manual, Volume 1, and that your department has confirmed that any deviations from standard state contracting terms and processes are duly authorized in light of the emergency.

Pursuant to the request of the State Controller's Office (SCO), DGS-OLS will not provide copies of the STD 215 and approved STD 213/STD 213A to the SCO for contracts reviewed under OLS' electronic contract review process. **Each agency must ensure that the required approved contract documents are submitted to the SCO.**

For questions on how to submit your approved contract to the State Controller, please direct your inquire to Jutta Wiechec at JWiechec@sco.ca.gov or Jason Hollingsworth at JHollingsworth@sco.ca.gov.

Department of Legal Services
Office of Legal Services
707 3rd Street, 7th Floor, Suite 7-330, MS-102
West Sacramento, CA 95605
http://www.ols.dgs.ca.gov
BB

Attachment: Mariposa 20-10000 (RES-2022-211 : Amendment to Agreement to Perform County-Based Medi-Cal Administrative Activities

CONTRACT REQUEST

1. Agreement/Amendment	2. Total Agreement Amount	3. Term Start Date - End Date		
20-10000	$ 1,800,000.00	07/01/2020	-	06/30/2023

4. Contractor's / Grantee's Name	5. Federal Tax ID Number
County of Mariposa	94-6000880
6. Contractor's Project Manager (name, title and email address)	**7. Telephone Number**
Randy Ridenhour, Sr. Administrative Analyst, rridenhour@mariposahsc.org	(209) 742-0922

8. Description of Services (30 Characters or less)

Perform MAA on behalf of CA

9. Agreement Type (Check the item that matches the service type)

☐	1. Consultant	☐	6. CSU/UC
☑	2. Direct Services to Public/ Subvention Aid	☐	7. State Agency
☐	3. Grant Award	☐	8. Information Technology
☐	4. Personal Services	☐	9. Incoming Funds
☐	5. Service Order	☐	10. Other:

10. Justification for Contracting Out

CALIFORNIA CODE OF REGULATIONS, TITLE 2, SECTION 547.60
In the space provided below, the undersigned authorized state representative documents, with specificity and detailed factual information, the reasons why the contract satisfies one or more of the conditions set forth in Government Code section 19130(b).
N/A - Direct Service Contract -SCM 5.80B.2.b

11. Has your agency contracted for these services before?	12. Public Contract Code Exemption
☐ Yes (Enter Agreement Number):	☐ Yes (Cite Exemption):
☑ No	☑ No

13. Business Type (Check the item that matches the Contractor's business type)

☐	1. For Profit Entity	☑	3. Government Entity
☐	2. Nonprofit Entity	☐	4. Public Entity

14. DVBE Participation (Check one)

☐ DVBE goal achieved _____%	☐ Waived by CSB (Attach waiver)	☑ N/A – Agreement Type

15. Is this agreement **Federally Funded?**	☑ Yes ☐ No
16. **Is this a Local Assistance agreement that pertain to Medi-Cal funding?** (If yes, must include the STD 215 continuation page)	☑ Yes ☐ No
17. **For Federally Funded agreements that pertain to Medi-Cal Programs** Has a contractor versus subrecipient determination been made? (Refer to DHCS 2413)	☑ Contractor ☐ Subrecipient ☐ N/A
18. **Non-Debarment Certification** Debarment status was verified at https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/List-of-Ineligible-Businesses	☑ Yes ☐ No

19. Funding Program Contact Information

Analyst Name	Division	Email Address	Telephone No
Selamaria Nua	Local Governmental Financing Division	selamaria.nua@dhcs.ca.gov	(916) 345-8692

Signature of Division Chief or Above	Printed Name and Title	Date Signed
	Brian Fitzgerald, Division Chief	

The person signing above certifies as to the necessity and accuracy of this contract transaction and the expenditure authority.

Attachment: Mariposa 20-10000 (RES-2022-211 : Amendment to Agreement to Perform County-Based Medi-Cal Administrative Activities

20. **FI$Cal Encumbrance**

Ship To Number	Supplier ID	DGS Billing Code

If using legacy funding, provide Chart of Accounts Conversion Tool.

21. **Funding**

Funding information must be separated by final funding splits (if applicable).

Fiscal Year	Reporting Structure	Service Location	Program	Split %	Ref	Fund	Account	Alt Account	Project	Activity	Amount*
20/21	4260YA0F	95918	9990		603	0912	5432000	5432000000	N/A	N/A	$ 600,000.00
21/22	4260YA0F	95918	9990		603	0912	5432000	5432000000	N/A	N/A	$ 600,000.00
22/23	4260YA0F	95918	9990		603	0912	5432000	5432000000	N/A	N/A	$ 600,000.00

*__CSB Analyst__: For State Operations (support) greater than $150,000 per fiscal year, route to Budget Office for signature prior to draft approval. **Total Amount**

Budget Office Signature	Printed Name and Title	Date Signed

The above signature is contingent upon approval of the Budget Act for each State Fiscal Year.

Attach additional pages if needed.

Attachment: Mariposa 20-10000 (RES-2022-211 : Amendment to Agreement to Perform County-Based

DEPARTMENT OF HEALTH CARE SERVICES

Health Insurance Portability and Accountability Act
Business Associate Addendum

Attachment A

The following data files will be provided pursuant to this Agreement:

Local Governmental Agency (LGA)

Each LGA will receive a list of beneficiaries who received County-Based Medi-Cal Administrative Activities (CMAA) from the LGA. The list may provide the following information, as necessary, for each beneficiary who received CMAA.

1. Social Security Number
2. Last Name
3. First Name
4. Middle Initial
5. Date Of Birth
6. Match Individual
7. Eligibility
8. Month of Eligibility
9. Currently a Medi-Cal beneficiary
10. Fee for Service or Managed Care beneficiary
11. Managed Care Organization (MCO) Name (Most recent MCO that beneficiary is/was enrolled in)

Attachment: Mariposa 20-10000 (RES-2022-211 : Amendment to Agreement to Perform County-Based Medi-Cal Administrative Activities

Exhibit A
Scope of Work

1. Service Overview

Contractor agrees to provide to the California Department of Health Care Services (DHCS) the services described herein:

Contractor shall perform County-Based Medi-Cal Administrative Activities (CMAA) on behalf of DHCS to assist in the proper and efficient administration of the Medi-Cal Program by improving the availability and accessibility of Medi-Cal Services to Medi-Cal eligible and potentially eligible individuals and their families. These activities include, but are not limited to, attending or conducting general, non-medical staff meetings, developing and monitoring program budgets and/or site management, and general non-program supervision of staff. This also includes staff break time and any time spent filling out a Time Survey Form Medi-Cal Outreach, Referral, Coordination, and Monitoring of Medi-Cal Services, Facilitating Medi-Cal Application, Arranging and/or Providing Non-Emergency, Non-Medical Transportation to a Medi-Cal Covered Service, Contract Administration for Medi-Cal Services, Program Planning and Policy Development for Medi-Cal Services, Medi-Cal Administrative Activities (MAA)/Targeted Case Management (TCM) Coordination and Claims Administration, MAA/TCM Implementation Training, general administration, and paid time off.

2. Service Location

The activities shall be performed at applicable facilities within the Mariposa County geographic region.

3. Service Hours

The services shall be provided during normal Contractor working hours and days.

4. Project Representatives

A. The project representatives during the term of this Agreement will be:

Department of Health Care Services	**County of Mariposa**
Shelly Taunk, Chief County-Based Claiming and Inmate Services Section Telephone: (916) 345-7934	Sarah Higgs, Account Technician Mariposa County Health and Human Services Agency Telephone: (209) 742-0826 Fax: (209) 966-8251
E-Mail: shelly.taunk@dhcs.ca.gov	E-Mail: shiggs@mariposahsc.org

Attachment: Mariposa 20-10000 (RES-2022-211 : Amendment to Agreement to Perform County-Based Medi-Cal Administrative Activities

Exhibit A
Scope of Work

B. Direct all inquiries to:

Department of Health Care Services	**County of Mariposa**
County-Based Claiming and Inmate Services Section Attention: Selamaria Nua 1501 Capitol Ave., MS 2628 Sacramento, CA 95899-7436	Mariposa County Health and Human Services Agency Attention: Sarah Higgs 5362 Lemee Lane Mariposa, CA 95338
Telephone: (916) 345-8692	Telephone: (209) 742-0826 Fax: (209) 966-8251
E-Mail: selamaria.nua@dhcs.ca.gov	E-Mail: shiggs@mariposahsc.org

C. Either party may make changes to the information above by giving written notice to the other party. Said changes shall not require an amendment to this agreement.

5. Services to be Performed

The following CMAA are *eligible* for Federal Financial Participation (FFP) only when they are identified in a CMAA Claiming Plan approved by the State and the Centers for Medicare and Medicaid Services (CMS):

A. **Medi-Cal Outreach**: This activity may consist of discrete campaigns or may be an ongoing activity. This activity is directed to groups or individuals targeted to two goals:

1. Bringing potential eligibles into the Medi-Cal system for the purpose of determining Medi-Cal eligibility.

2. Bringing Medi-Cal eligibles into Medi-Cal services.

   Outreach may consist of discrete campaigns or may be an ongoing activity, such as: sending teams of employees into the community to contact homeless, alcoholics, or drug abusers; establishing a telephone or walk-in service for referring persons to Medi-Cal services or eligibility offices; operating a drop-in community center for underserved populations, such as minority teenagers where Medi-Cal eligibility and service information is disseminated.

   NOTE: Public health outreach conducted by Local Government Agencies (LGAs) shall not duplicate the requirements of Medi-Cal managed care providers to pursue the enrollment of Medi-Cal eligibles in their service areas.

Attachment: Mariposa 20-10000 (RES-2022-211 : Amendment to Agreement to Perform County-Based Medi-Cal Administrative Activities

Exhibit A
Scope of Work

3. Medi-Cal only eligibility outreach campaigns directed to the entire population to encourage potential Medi-Cal eligibles to apply for Medi-Cal are allowable, and the costs do not have to be discounted by the Medi-Cal percentage:

   a. Outreach campaigns directed toward bringing Medi-Cal eligibles into Medi-Cal covered services are allowable and the costs do not have to be discounted by the Medi-Cal percentage. In such campaigns, the language should clearly indicate that Medi-Cal services are directed only to persons eligible for Medi-Cal. These campaigns are service campaigns, directed toward specific Medi-Cal services, such as Early and Periodic Screening, Diagnosis and Treatment.

   b. A health education program or campaign may be allowable as a Medi-Cal administrative cost if it is directed toward specific Medi-Cal services and for Medi-Cal eligible individuals, such as an educational campaign on immunization addressed to parents of Medi-Cal children.

B. **Referral, Coordination, and Monitoring of Medi-Cal Services:** Referral, Coordination, and Monitoring of Medi-Cal Services includes making referrals for, coordinating, and/or monitoring the delivery of Medi-Cal covered services.

C. **Facilitating Medi-Cal Application (Eligibility Intake**): This activity includes explaining Medi-Cal eligibility rules and the Medi-Cal eligibility process to prospective applicants; assisting an applicant to fill out a Medi-Cal eligibility application; gathering information related to the application and eligibility determination or re-determination from a client, including resource information and third party liability information, as a prelude to submitting a formal Medi-Cal application to the county welfare department; and/or providing necessary forms and packaging all forms in preparation for the Medi-Cal eligibility determination. This activity does not include the eligibility determination itself. These costs do not have to be discounted (i.e., reduced) by the Medi-Cal percentage.

D. **Arranging and/or Providing Non-Emergency, Non-Medical Transportation to a Medi-Cal covered Service**: Arranging and/or providing non-emergency, non-medical transportation for a Medi-Cal eligible client who does not have a physical or mental limitation to a Medi-Cal provider for a Medi-Cal covered service when medically necessary. Arranging and/or providing non-emergency, non-medical transportation and accompaniment by an attendant, for a Medi-Cal eligible client who has a physical or mental limitation to a Medi-Cal provider for a Medi-Cal covered service when medically necessary. If the Medi-Cal eligible client does not have a physical or mental limitation, the contractor or governmental unit may provide transportation services, but is unable to accompany the client to the Medi-Cal covered service appointment. However, LGAs may not claim arranging transportation as CMAA when performed by a TCM Case Manager. The cost of this time will be included in the TCM encounter

Attachment: Mariposa 20-10000 (RES-2022-211 : Amendment to Agreement to Perform County-Based Medi-Cal Administrative Activities

rate and is not claimable separately through CMAA (DHCS CMAA Program Operational Plan).

Examples: Providing transportation services to a Medi-Cal eligible individual to a Medi-Cal service provider. Scheduling or arranging transportation to Medi-Cal covered services. Accompanying clients (e.g., elderly, young, disabled) at a Medi-Cal provider medical appointment because the client has physical limitation, pursuant to 42 Code of Federal Regulations (CFR) part 440.170.

E. **Contract Administration for Medi-Cal Services**: This activity involves entering into agreements with community-based organizations or other provider agencies for the provision of Medi-Cal services and/or CMAA, other than TCM. The costs of TCM subcontract administration should be included in the TCM rate.

NOTE: A Contractor has the option of claiming the costs of contract administration for allowable CMAA, such as Outreach, under that activity or the costs may be claimed under Contract Administration. Under no circumstances are the costs of contract administration for allowable CMAA to be claimed under both Contract Administration and the activity, such as Outreach. Contracting for Medi-Cal services may only be claimed under Contract Administration.

Contracting for Medi-Cal services and/or CMAA is claimable as an administrative activity when the administration of those agreements meets all of the following criteria:

1. The contract administration is performed by an identifiable unit of one or more employees, whose tasks officially involve contract administration, according to the duty statements or job descriptions of the employees being claimed.

2. The contract administration involves contractors that provide Medi-Cal services and/or CMAA. The costs of contracting for TCM services with non-LGA providers should be claimed as part of the TCM rate. These costs cannot be separately claimed as CMAA.

3. The contract administration must be directed to one or more of the following goals:

   a. Identifying, recruiting, and contracting with community agencies as Medi-Cal service contract providers;

   b. Providing technical assistance to Medi-Cal subcontractors regarding county, state and federal regulations;

Attachment: Mariposa 20-10000 (RES-2022-211 : Amendment to Agreement to Perform County-Based Medi-Cal Administrative Activities

Exhibit A
Scope of Work

c. Monitoring provider agency capacity and availability; and

d. Ensuring compliance with the terms of the agreement.

The contracts being administered must be for Medi-Cal services and CMAA or just CMAA and target Medi-Cal populations only or target the general population if the general population includes a Medi-Cal eligible population.

F. **Program Planning and Policy Development (PP&PD) for Medi-Cal Services**: This activity may be claimed at the enhanced rate (75 percent FFP) if performed by a Skilled Professional Medical Personnel (SPMP), or the non-enhanced rate (50 percent FFP) if performed by a non-SPMP.

1. Allowable: This activity is claimable when performed, either part-time or full-time, by one or more contractor employees and subcontractors whose tasks officially involve PP&PD. Contractor employees performing this activity must have the tasks identified in the employee's position descriptions/duty statements. If the programs serve both Medi-Cal and non-Medi-Cal clients, the costs of PP&PD activities must be allocated according to the Medi-Cal percentages being served by the programs.

   This activity is claimable as a direct charge for Medi-Cal administration only when PP&PD is performed by a unit of one or more contractor employees who spend 100 percent of their paid working time performing this activity. This activity is claimable only if the administrative amounts being claimed for PP&PD persons and activities are not otherwise included in other claimable cost pools; and the amounts being claimed for such persons employed by (and activities taking place in) a service provider setting are not otherwise being reimbursed through the billable service rate of that provider. Costs for persons performing this activity less than 100 percent of their time will be based on a time survey.

   In LGAs with countywide managed care arrangements, PP&PD activities are claimable as Medi-Cal administration only for those services that are excluded from the managed care contracts.

   Under the conditions specified above, the following tasks are allowable as CMAA under these circumstances:

   a. Developing strategies to increase Medi-Cal system capacity and close Medi-Cal service gaps. This includes analyzing Medi-Cal data related to a specific program and/or specific group.

   b. Interagency coordination to improve delivery of Medi-Cal services.

Attachment: Mariposa 20-10000 (RES-2022-211 : Amendment to Agreement to Perform County-Based Medi-Cal Administrative Activities

Exhibit A
Scope of Work

c. Developing resource directories of Medi-Cal services/providers.

d. For subcontractors, some PP&PD support services are allowable (e.g., developing resource directories, preparing Medi-Cal data reports, conducting needs assessments, or preparing proposals for expansion of Medi-Cal services).

2. Not allowable: This activity is not allowable if staff performing this function are employed full-time by service providers, such as clinics. The full costs of the employee's salary are assumed to be included in the billable fee-for-service rate. Claiming this activity separately is not allowed.

   This activity is not allowable if staff who deliver services part-time in an LGA service provider setting, such as a clinic, are performing PP&PD activities relating to the service provider setting in which they deliver services.

G. **MAA/TCM Coordination and Claims Administration:** Contractor employees whose position description/duty statement includes the administration of CMAA and TCM on an LGA service region-wide basis, may claim the costs of these activities on the CMAA detailed invoice as a direct charge.

   Costs incurred in the preparation and submission of CMAA claims at any level, including staff time, supplies, and time spent on a computer performing CMAA, may be direct charged. If the CMAA/TCM Coordinator and/or claims administration staff are performing this function part-time, along with other duties, they must certify the percentage of total time spent performing the duties of CMAA coordination and/or claims administration. The percentage certified for the CMAA/TCM Coordinator and/or claims administration staff activities must be used as the basis for federal claiming. Charges for supervisors, clericals, and support staff may be included, and if so must be allocated based upon the percentage of certified time of the CMAA/TCM Coordinator and claims administration staff.

   1. The CMAA/TCM Coordinator and claims administration staff may claim the costs of the following activities, as well as any other reasonable activities directly related to the Contractor's administration of TCM services and CMAA at the LGA-wide level:

      a. Drafting, revising, and submitting CMAA Claiming Plans, and TCM performance monitoring plans.

      b. Serving as a liaison and monitoring the performance of claiming programs within the LGA and with the State and federal government on CMAA and TCM.

Attachment: Mariposa 20-10000 (RES-2022-211 : Amendment to Agreement to Perform County-Based Medi-Cal Administrative Activities

Exhibit A
Scope of Work

c. Administering LGA claiming, including overseeing, preparing, compiling, revising, and submitting CMAA and TCM invoices on an LGA-wide basis to the State.

d. Attending training sessions, meetings, and conferences involving CMAA and/or TCM.

e. Training contractor program and subcontractor staff on State, federal, and local requirements for CMAA and/or TCM claiming.

f. Ensuring that CMAA and/or TCM invoices do not duplicate Medi-Cal invoices for the same services or activities from other providers. This includes ensuring that services are not duplicated when a Medi-Cal beneficiary receives TCM services from more than one case manager.

NOTE: The costs of the CMAA/TCM Coordinator's time and claims administration staff time must not be included in the CMAA claiming or in the TCM rate since the costs associated with the time are to be direct charged. Charges for supervisors, clericals, and support staff for these employees may be included, and if so must be allocated based upon the percentage of certified time of the CMAA/TCM Coordinator and claims administration staff. The costs of TCM claiming activity at the TCM provider level are to be included in the TCM rate.

H. **MAA/TCM Implementation Training**: Training activities shall be time studied in accordance with the purpose of the training. Training activities include time spent providing or attending training related to the performance of CMAA or TCM. Training activities also include reasonable time spent on related paperwork, clerical activities, staff travel time necessary to perform these activities, including initiating and responding to email and voicemail. Training unrelated to CMAA is not allowable.

I. **General Administration**: This includes activities that are eligible for cost distribution on a 2 CFR Part 200 et seq. approved cost allocation basis. These costs are to be distributed proportionately while performing the following activities:

1. Attend or conduct general, non-medical staff meetings;

2. Develop and monitor program budgets;

3. Provide instructional leadership, site management, staff supervision, or reviews of employee performance;

Attachment: Mariposa 20-10000 (RES-2022-211 : Amendment to Agreement to Perform County-Based Medi-Cal Administrative Activities

Exhibit A
Scope of Work

4. Review departmental or unit procedures and rules;

5. Present or participate in, in-service orientations, and programs;

6. Participate in health promotion activities for employees of the Contractor; and

7. The 15 minutes that a time survey participant spent filling out the Time Survey Form at the end of the work day.

J. **Paid Time Off:** This activity is to be used by all staff involved in CMAA to record usage of paid leave, including vacation, sick leave, holiday time and any other employee time off that is paid. This does not include lunch or meal breaks, off payroll time, or Compensatory Time Off, which shall be allocated as prescribed by the State.

6. Americans with Disabilities Act

Contractor agrees to ensure that deliverables are developed and produced, pursuant to this Agreement shall comply with the accessibility requirements of **Section 508 of the Rehabilitation Act and the Americans with Disabilities Act of 1973** as amended (29 U.S.C. § 794 (d), and regulations implementing that act as set forth in Part 1194 of Title 36 of the Federal Code of Regulations. In 1998, Congress amended the **Rehabilitation Act of 1973** to require Federal agencies to make their electronic and information technology (EIT) accessible to people with disabilities. California Government Code section 11135 codifies section 508 of the Act, requiring accessibility of electronic and information technology.

Attachment: Mariposa 20-10000 (RES-2022-211 : Amendment to Agreement to Perform County-Based Medi-Cal Administrative Activities

Exhibit B
Budget Detail and Payment Provisions

1. Invoicing and Payment

A. For administrative activities satisfactorily rendered and upon receipt and approval of the invoices, DHCS agrees to compensate the Contractor for actual expenditures incurred in accordance with the conditions specified herein.

B. Invoices shall include the Agreement Number and shall be submitted not more frequently than quarterly in arrears to:

Regular Mail	Overnight Mail
CMAA Analyst Department of Health Care Services Local Governmental Financing Division County-Based Claiming and Inmate Services Section MS 2628 PO Box 997436 Sacramento, CA 95899-7436	CMAA Analyst Department of Health Care Services Local Governmental Financing Division County-Based Claiming and Inmate Services Section MS 2628 1501 Capitol Avenue Sacramento, CA 95814

C. Invoices shall:

1. Be prepared on the County-Based Medi-Cal Administrative Activities (CMAA) Invoice incorporated by reference in Exhibit E, Provision 1.

2. Be prepared on Contractor letterhead and must be signed by an authorized official, employee or agent certifying that the expenditures claimed represent actual expenses for the activities performed under this agreement on the CMAA Invoice Summary page.

3. Bear the Contractor's name as shown on the agreement on the CMAA Invoice.

4. Identify the billing and/or performance period covered by the invoice on the CMAA Invoice.

5. Itemize costs for the billing period in the same or greater level of detail as indicated in this agreement on the CMAA Invoice. Subject to the terms of this agreement, reimbursement may only be sought for those costs and/or cost categories expressly identified as allowable in this agreement and approved by DHCS.

6. Provide the State with complete invoice and expenditure information to include in the CMS 64 no later than 15 months after the end of the quarter for

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which the claim was submitted. This information shall be provided on the standardized CMAA Invoice.

7. Identify on the CMAA Invoice, the claim categories to which expenditure data must adhere for insertion into the CMS 64. A separate CMAA Invoice shall be submitted for each program, clinic, non-governmental entity and subcontractor claiming CMAA costs pursuant to this agreement, except for contracted employees under the direct control of the Contractor. Contracted employees' costs shall be aggregated and reported in accordance with the CMAA Invoice instructions. The CMAA Invoice(s) for each of the programs claimed shall correspond to the name of the claiming programs identified in the Contractors CMAA Claiming Plan. The Invoice instructions are found in the DHCS CMAA/TCM Time Survey Methodology and DHCS CMAA Program Operational Plan incorporated by reference in Exhibit E, Provision1.

D. Rates Payable

1. The invoices may include the cost of expenses of staff and the operating expenses and equipment costs necessary to collect data, disseminate information, and carry out the staff activities outlined in this agreement.

a. The maximum rate of Federal reimbursement for compensation (salary and benefits), of activities qualifying under Federal regulations applying to Skilled Professional Medical Personnel (SPMP) of a public agency and their direct supporting staff shall be 75 percent of such costs for activities identified as "enhanced." The maximum rate of reimbursement for allowable costs of activities identified as "non-enhanced", performed by SPMP and their direct supporting staff, shall be 50 percent. The maximal rate of reimbursement for all allowable costs other than compensation applicable to SPMPs and their direct supporting staff shall be 50 percent.

1) A SPMP is defined as an employee of the Contractor who has completed a 2-year or longer program leading to an academic degree or certification in a medically-related profession *and* who performs duties and responsibilities requiring professional medical knowledge and skills. Direct supporting staff are also employees of the Contractor. They are secretarial, stenographic, copy, file, or record clerks who are directly supervised by the SPMP, and who provide clerical services necessary for carrying out the professional medical responsibilities and administrative activities of the SPMP.

b. The rate of federal reimbursement is 50 percent FFP for all costs of non-SPMPs and all costs of subcontractors (non-governmental entities) performing allowable administrative activities as defined in Provision 5, Services to be Performed, of Exhibit A, Scope of Work.

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c. The maximum rate of reimbursement for all non-public subcontractors to the Contractor shall be 50 percent for all categories of cost.

E. Certify the certified public expenditure (CPE) from the Contractor's General Fund, or from any other funds allowed under federal law and regulation, for Title XIX funds claimed for CMAA performed pursuant to Welfare and Institutions Code section14132.47.
The State shall deny payment of any claim submitted under this agreement if it determines that the certification is not adequately supported for purposes of FFP. Expenditures certified for CMAA costs shall not duplicate, in whole or in part, claims made for the costs of direct patient care. DHCS shall provide a certification statement to be included with each CMAA Invoice Summary Page submitted to the State for payment for the performance of CMAA.

2. Budget ContingencyClause

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, DHCS 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 further provide services under the CMAA program.

B. If funding for any state fiscal year (SFY) is reduced or deleted by the Budget Act for purposes of this program, DHCS shall have the option to either cancel this Agreement with no liability occurring to DHCS, or offer an agreement amendment to Contractor to reflect the reduced amount.

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. Amounts Payable

A. The amounts payable under this agreement shall not exceed:

1. $ 600,000 for the budgetary period of 07/01/2020 through 06/30/2021,
2. $ 600,000 for the budgetary period of 07/01/2021 through 06/30/2022,
3. $ 600,000 for the budgetary period of 07/01/2022 through 06/30/2023.

B. Reimbursement shall be made for allowable expenses up to the amount annually encumbered commensurate with the SFY in which services are performed and/or goods are received.

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5. Timely Submission of Final Invoice

A. A final undisputed invoice shall be submitted for payment no more than 30 calendar days following the expiration or termination date of this Agreement, unless a later or alternate deadline is agreed to in writing by the Program Contract Manager. Said invoice should be clearly marked "Final Invoice", thus indicating that all payment obligations of DHCS under this Agreement have ceased and that no further payments are due or outstanding.

B. DHCS may, at its discretion, choose not to honor any delinquent final invoice if the Contractor fails to obtain prior written DHCS approval of an alternate final invoice submission deadline. Written DHCS approval shall be sought from the Program Contract Manager prior to the expiration or termination date of this Agreement.

C. The Contractor is hereby advised of its obligation to submit, with the final invoice, a **"Contractor's Release (Exhibit F)"** acknowledging submission of the final invoice to DHCS and certifying the approximate percentage amount, if any, of recycled products used in performance of this Agreement.

6. Participation in Medi-Cal Administrative Claiming Process

A. As a condition of participation in the Medi-Cal Administrative Claiming process, and in recognition of revenue generated in the Medi-Cal Administrative Claiming process, the Contractor shall pay an annual participation fee through a mechanism agreed to by the State and Contractors, or, if no agreement is reached by August 1 of each year, directly to the State.

B. The participation fee shall be used to cover the cost of administering the Medi-Cal Administrative Claiming process, including, but not limited to, claims processing, technical assistance, and monitoring. The State shall determine and report staffing requirements upon which projected costs will be based.

C. The amount of the participation fee shall be based upon the anticipated state salaries, benefits, operating expenses and equipment, necessary to administer the Medi-Cal Administrative Claiming process and other costs related to that process.

7. Non-Federal Matching Funds for CMAA

The Contractor will expend 100 percent of the non-federal share of the cost of performing CMAA. By signing this agreement, the Contractor certifies that the funds expended for this purpose shall be from the Contractor's general fund or from any other funds allowable under federal law and regulation.

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8. Claiming Overhead Costs

A. In order to claim administrative overhead costs, also referred to as "External Administrative Overhead" costs, the Contractor must have a State Controller's Office approved LGA administrative overhead cost allocation plan for the applicable period and these costs must be claimed in accordance with the allocation plan. A LGA's plan is submitted to the California State Controller's Office, which has delegated authority from the Federal Government to approve the plan.

B. Internal (departmental) administrative overhead costs are allowable for FFP only if there is a departmental overhead indirect cost allocation plan prepared and on file for audit purposes for the applicable period and costs are claimed in accordance with 2 Code of Federal Regulations (C.F.R) part 200 et. Seq.

C. Internal and external administrative cost allocation plans shall comply with provisions of 2 C.F.R part 200 et. Seq., entitled "Cost Principles for State, Local, and Indian Tribal Governments "and Federal Publication OASC-10, entitled "A Guide for State and Local Governments/Cost Principles and Procedures for Establishing Cost Allocation Plans and Indirect Cost Rates for Grants and Contracts with the Federal Government."

D. The Contractor must assure that costs claimed as direct costs are not duplicate costs claimed through the application of the indirect cost rate.

9. Offset of Revenues, Non-Duplication of FFP, and Federal Audit Disallowance

A. To the extent that other funding sources have paid or would pay for the costs at issue, FFP is not available and the costs must be removed from the total costs (2 C.F.R part 200 et. seq.). The revenue offset categories which must be applied in developing the net costs include, but are not limited to:

1. All unallowable federal funds, including not only federal grants but also federal payments for services under Medicare fee-for-service or encounter rates.

2. All state expenditures which have been previously matched by the Federal Government (*includes Medicaid funds for medical assistance, such as the payment rate for services under fee-for-service or encounter rates).* Claims submitted will not be duplicative of Medicaid claims for costs that are part of the all-inclusive rate for direct patient care.

3. Private insurance and other fees collected from non-governmental sources.

4. All applicable credits must be offset against claims for Medicaid funds. Applicable credits refer to those receipts or reduction of expenditure

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type transactions that offset or reduce expense items allocable to federal awards as direct or indirect costs.

5. A program may not claim any federal match for administrative activities if its total cost has already been paid by the revenue sources above. A government program may not be reimbursed in excess of its actual costs.

B. Pursuant to W&I Code section 14132.47(g), DHCS shall be held harmless, in accordance with this section, from any federal audit disallowance and interest resulting from payments made to the Contractor for services under this contract, for a disallowed claim.

C. To the extent that a federal audit disallowance and interest results from a claim or claims for which the Contractor has received reimbursement for Administrative Claiming process activities, the DHCS shall recoup from the Contractor that submitted the disallowed claim, through offsets or by a direct billing, amounts equal to the amount of the disallowance and interest, in that fiscal year, for the disallowed claim. All subsequent claims submitted to the department applicable to any previously disallowed administrative activity or claim, may be held in abeyance, with no payment made, until the federal disallowance issue is resolved.

D. Notwithstanding the above paragraph, to the extent that a federal audit disallowance and interest results from a claim or claims for which the Contractor has received reimbursement for Administrative Claiming process activities performed by an entity under contract with, and on behalf of, the Contractor, DHCS shall be held harmless by the Contractor for 100 percent of the amount of the federal audit disallowance and interest, for the disallowed claim.

10. Requirements for FFP

A. The reimbursement LGAs receive for their Medi-Cal program expenditures is known as FFP. 42 Code of Federal Regulations part 433.51 provides that the amount expended for providing medical assistance must be "… certified by the contribution public agency as representing expenditures eligible for FFP." Section 1903(a) of Title XIX of the Social Security Act also provides language indicating states may receive an enhancement to the FFP. Section 1903(a) (2)(A) of the Social Security Act specifically indicates federal matching at 75 percent is attributable to the compensation and/or training of SPMP, and staff direct supporting such personnel of the State agency of any other public agency. For example, when the amounts expended for providing medical assistance "are attributable to the compensation or training of SPMP, and staff direct supporting such personnel", the FFP rate shall be 75 percent.Therefore, the FFP rate for a LGA claim with eligible and certified Medi-Cal expenditures performed by a SPMP, or staff direct supporting a SPMP, in the amount of $100 would be $75 ($100 x .75 =$75).

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C. In order to meet the CPE requirements and receive FFP, LGAs must obtain and maintain supporting documentation verifying: a) 100 percent of available revenue is specifically related to performing the administrative activities and services of the Medi-Cal program; b) 100 percent of the expenditures eligible for reimbursement are specifically related to performing the administrative activities and services of the Medi-Cal program; c) the expenditures eligible for reimbursement are restricted to the actual costs incurred; d) the funds expended to account for the actual cost are from revenue sources allowable under all applicable state and federal laws and regulations; e) the administrative activity and service expenditures of the Medi-Cal program are incurred prior to requesting FFP reimbursement. The contributing public agency must certify to their allowable expenditures for the actual costs of providing services and/or activities. Community-Based Organizations (CBOs) may not utilize their private funds or certify costs. CBOs may only utilize allowable CPE contributed by a Public Agency for the actual costs related to Medi-Cal eligible services and/or activities. If a LGA has a question regarding eligible CPE or actual cost at the claiming unit or CBO level, it should contact DHCS.

D. Per 42 C.F.R, section 432.2 et seq., and section 433.1 et seq., SPMP, and direct supporting staff, eligible for enhanced funding are defined as physicians, dentists, nurses, and other specialized personnel who have professional education and training in the field of medical care or appropriate medical practice and who are in an employer-employee relationship with the Contractor. SPMPs do not include other non-medical health professionals such as public administrators, medical analysts, lobbyists, senior managers or administrators of public assistance programs or of the Medi-Cal program.

E. The 75 percent (enhanced) federal matching rate is only available for a Contractor that is contractually linked to DHCS to perform Medi-Cal Administrative Activities. The enhanced federal matching rate can be claimed for salaries, benefits, travel and training of SPMP and their direct supporting clerical staff who are in an employee-employer relationship with the Contractor and are involved in activities that are necessary for the proper and efficient administration of the Medi-Cal Program.

F. 50 percent (non-enhanced) federal matching rate can be claimed for any of the Contractor's staff, or subcontractors, involved in the performance of activities that are necessary for the proper and efficient administration of the Medi-Cal Program. This includes claiming for SPMP and direct supporting clerical staff performing related activities that are non-enhanced. Additionally, the ability to claim SPMP under the MAA program is activity driven, not education based. Expenditures for the actual furnishing of medical services by SPMP do not qualify for reimbursement via Medi-Cal Administrative Claiming, as medical services are paid for in the fee-for-services system and managed care system.

G. Qualifying SPMP costs may be matched at the 75 percent rate in proportion to the time worked by SPMP in performing those duties that require professional

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medical knowledge and skills, as evidenced by position descriptions, job announcements, or job classifications.

11. Expense Allowability/Fiscal Documentation

A. Invoices, received from a Contractor and accepted and/or submitted for payment by DHCS, shall not be deemed evidence of allowable agreement costs.

B. Contractor shall maintain for review and audit and supply to DHCS 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 DHCS 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 may be withheld by the DHCS. Upon receipt of adequate documentation supporting a disallowed or questionable expense, reimbursement may resume for the amount substantiated and deemed allowable.

D. The LGA is to establish policies and procedures to identify the Federal Award amounts passed through to sub-recipients and furnish those amounts to DHCS.

12. Federal Audit Disallowances

A. In addition to the indemnification required by Exhibit C, Provision 5, and notwithstanding any other provision of this agreement, the State shall be held harmless, in accordance with Provision 2, Budget Contingency Clause, paragraphs A and B, from any federal audit disallowance and interest resulting from payments made to the Contractor pursuant to W&I Code section 14132.47, and this agreement, less the amounts already remitted to the State.

B. To the extent that a federal audit disallowance and interest results from a claim or claims for the Contractor has received reimbursement for CMAA, the State shall recoup from the Contractor which submitted the disallowed claim, through offsets or by direct billing, amounts equal to the amount of the disallowance plus interest in that SFY, less any amount already remitted to the State for the disallowed claim. All subsequent claims submitted to the State applicable to any previously disallowed CMAA or claim, may be held in abeyance, with no payment made, until the federal disallowance issue isresolved.

C. To the extent that a federal audit disallowance and interest results from a claim or claims for which the Contractor has received reimbursement for CMAA performed by a non-governmental entity under agreement with, and on behalf of, the Contractor, the State shall be held harmless by that particular Contractor for

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100 percent of the amount of any such final federal audit disallowance and interest less the amounts already remitted to the State for the disallowed claim.

13. Dun and Bradstreet Universal Numbering System(DUNS)

Notwithstanding Exhibit E. 7. A. 8. definition for vendor, CMAA providers and their subcontractors are considered contractors solely for the purposes of U.S. Office of Management and Budget Uniform Guidance (2 C.F.R. section 200 et. Seq, and specifically, 2 C.F.R. section 200.330). Consequently, as contractors, as distinguished from sub-recipients, a DUNS number is not required.

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Special Terms and Conditions

(For federally funded service contracts or agreements and grant agreements)

The use of headings or titles throughout this exhibit is for convenience only and shall not be used to interpret or to govern the meaning of any specific term or condition.

The terms "contract", "Contractor" and "Subcontractor" shall also mean, “agreement”, "grant", “grant agreement”, "Grantee" and "Subgrantee" respectively.

The terms “California Department of Health Care Services”, “California Department of Health Services”, ‘Department of Health Care Services”, “Department of Health Services”, “CDHCS”, “DHCS”, “CDHS”, and “DHS” shall all have the same meaning and refer to the California State agency that is a party to this Agreement.

This exhibit contains provisions that require strict adherence to various contracting laws and policies. Some provisions herein are conditional and only apply if specified conditions exist (i.e., agreement total exceeds a certain amount; agreement is federally funded, etc.). The provisions herein apply to this Agreement unless the provisions are removed by reference on the face of this Agreement, the provisions are superseded by an alternate provision appearing elsewhere in this Agreement, or the applicable conditions do not exist.

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1. Federal Equal Opportunity Requirements

(Applicable to all federally funded agreements entered into by the Department of Health Care Services)

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

b. The Contractor will, in all solicitations or advancements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era.

c. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by the Federal Government or the State, advising the labor union or workers' representative of the Contractor's commitments under the provisions herein and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The Contractor will comply with all provisions of and furnish all information and reports required by Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212) and of the Federal Executive Order No. 11246 as amended, including by Executive Order 11375, ‘Amending Executive Order 11246 Relating to Equal Employment Opportunity,‘ and as supplemented by regulation at 41 CFR part 60, “Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” and of the rules, regulations, and relevant orders of the Secretary of Labor.

e. The Contractor will furnish all information and reports required by Federal Executive Order No. 11246 as amended, including by Executive Order 11375, ‘Amending Executive Order 11246 Relating to Equal Employment Opportunity,‘ and as supplemented by regulation at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” and the Rehabilitation Act of 1973, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the State and its designated representatives and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

f. In the event of the Contractor's noncompliance with the requirements of the provisions herein or with any federal rules, regulations, or orders which are referenced herein, this Agreement may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further federal and state contracts in accordance with procedures authorized in Federal Executive Order No. 11246 as amended and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 as amended, including by Executive Order 11375, ‘Amending Executive Order 11246 Relating to Equal Employment Opportunity,‘ and as supplemented by regulation at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

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g. The Contractor will include the provisions of Paragraphs a through g in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or Section 503 of the Rehabilitation Act of 1973 or (38 U.S.C. 4212) of the Vietnam Era Veteran's Readjustment Assistance Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs or DHCS may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event the Contractor becomes involved in, or is threatened with litigation by a subcontractor or vendor as a result of such direction by DHCS, the Contractor may request in writing to DHCS, who, in turn, may request the United States to enter into such litigation to protect the interests of the State and of the United States.

2. Travel and Per Diem Reimbursement

(Applicable if travel and/or per diem expenses are reimbursed with agreement funds.)

Reimbursement for travel and per diem expenses from DHCS under this Agreement shall, unless otherwise specified in this Agreement, be at the rates currently in effect, as established by the California Department of Human Resources (CalHR), for nonrepresented state employees as stipulated in DHCS' Travel Reimbursement Information Exhibit. If the CalHR rates change during the term of the Agreement, the new rates shall apply upon their effective date and no amendment to this Agreement shall be necessary. Exceptions to CalHR rates may be approved by DHCS upon the submission of a statement by the Contractor indicating that such rates are not available to the Contractor. No travel outside the State of California shall be reimbursed without prior authorization from DHCS. Verbal authorization should be confirmed in writing. Written authorization may be in a form including fax or email confirmation.

3. Procurement Rules

(Applicable to agreements in which equipment/property, commodities and/or supplies are furnished by DHCS or expenses for said items are reimbursed by DHCS with state or federal funds provided under the Agreement.)

a. **Equipment/Property definitions**

Wherever the term equipment and/or property is used, the following definitions shall apply:

(1) **Major equipment/property**: A tangible or intangible item having a base unit cost of **$5,000 or more** with a life expectancy of one (1) year or more and is either furnished by DHCS or the cost is reimbursed through this Agreement. Software and videos are examples of intangible items that meet this definition.

(2) **Minor equipment/property**: A tangible item having a base unit cost of **less than $5,000** with a life expectancy of one (1) year or more and is either furnished by DHCS or the cost is reimbursed through this Agreement.

b. **Government and public entities** (including state colleges/universities and auxiliary organizations), whether acting as a contractor and/or subcontractor, may secure all commodities, supplies, equipment and services related to such purchases that are required in performance of this Agreement. Said procurements are subject to Paragraphs d through h of Provision 3. Paragraph c of Provision 3 shall also apply, if equipment/property purchases are delegated to subcontractors that are nonprofit organizations or commercial businesses.

c. **Nonprofit organizations and commercial businesses**, whether acting as a contractor and/or subcontractor, may secure commodities, supplies, equipment/property and services related to such purchases for performance under this Agreement.

(1) Equipment/property purchases shall not exceed $50,000 annually.

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To secure equipment/property above the annual maximum limit of $50,000, the Contractor shall make arrangements through the appropriate DHCS Program Contract Manager, to have all remaining equipment/property purchased through DHCS' Purchasing Unit. The cost of equipment/property purchased by or through DHCS shall be deducted from the funds available in this Agreement. Contractor shall submit to the DHCS Program Contract Manager a list of equipment/property specifications for those items that the State must procure. DHCS may pay the vendor directly for such arranged equipment/property purchases and title to the equipment/property will remain with DHCS. The equipment/property will be delivered to the Contractor's address, as stated on the face of the Agreement, unless the Contractor notifies the DHCS Program Contract Manager, in writing, of an alternate delivery address.

(2) All equipment/property purchases are subject to Paragraphs d through h of Provision 3. Paragraph b of Provision 3 shall also apply, if equipment/property purchases are delegated to subcontractors that are either a government or public entity.

(3) Nonprofit organizations and commercial businesses shall use a procurement system that meets the following standards:

(a) Maintain a code or standard of conduct that shall govern the performance of its officers, employees, or agents engaged in awarding procurement contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a procurement, or bid contract in which, to his or her knowledge, he or she has a financial interest.

(b) Procurements shall be conducted in a manner that provides, to the maximum extent practical, open, and free competition.

(c) Procurements shall be conducted in a manner that provides for all of the following:

[1] Avoid purchasing unnecessary or duplicate items.

[2] Equipment/property solicitations shall be based upon a clear and accurate description of the technical requirements of the goods to be procured.

[3] Take positive steps to utilize small and veteran owned businesses.

d. Unless waived or otherwise stipulated in writing by DHCS, prior written authorization from the appropriate DHCS Program Contract Manager will be required before the Contractor will be reimbursed for any purchase of $5,000 or more for commodities, supplies, equipment/property, and services related to such purchases. The Contractor must provide in its request for authorization all particulars necessary, as specified by DHCS, for evaluating the necessity or desirability of incurring such costs. The term "purchase" excludes the purchase of services from a subcontractor and public utility services at rates established for uniform applicability to the general public.

e. In special circumstances, determined by DHCS (e.g., when DHCS has a need to monitor certain purchases, etc.), DHCS may require prior written authorization and/or the submission of paid vendor receipts for any purchase, regardless of dollar amount. DHCS reserves the right to either deny claims for reimbursement or to request repayment for any Contractor and/or subcontractor purchase that DHCS determines to be unnecessary in carrying out performance under this Agreement.

f. The Contractor and/or subcontractor must maintain a copy or narrative description of the procurement system, guidelines, rules, or regulations that will be used to make purchases under this Agreement. The State reserves the right to request a copy of these documents and to inspect the purchasing practices of the Contractor and/or subcontractor at any time.

g. For all purchases, the Contractor and/or subcontractor must maintain copies of all paid vendor invoices, documents, bids and other information used in vendor selection, for inspection or audit. Justifications supporting the absence of bidding (i.e., sole source purchases) shall also be maintained on file by the Contractor and/or subcontractor for inspection or audit.

h. DHCS may, with cause (e.g., with reasonable suspicion of unnecessary purchases or use of inappropriate purchase practices, etc.), withhold, cancel, modify, or retract the delegated purchase

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authority granted under Paragraphs b and/or c of Provision 3 by giving the Contractor no less than 30 calendar days written notice.

4. Equipment/Property Ownership / Inventory / Disposition

(Applicable to agreements in which equipment/property is furnished by DHCS and/or when said items are purchased or reimbursed by DHCS with state or federal funds provided under the Agreement.)

a. Wherever the term equipment and/or property is used in Provision 4, the definitions in Paragraph a of Provision 3 shall apply.

Unless otherwise stipulated in this Agreement, all equipment and/or property that is purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement shall be considered state equipment and the property of DHCS.

(1) **Reporting of Equipment/Property Receipt -** DHCS requires the reporting, tagging and annual inventorying of all equipment and/or property that is furnished by DHCS or purchased/reimbursed with funds provided through this Agreement.

Upon receipt of equipment and/or property, the Contractor shall report the receipt to the DHCS Program Contract Manager. To report the receipt of said items and to receive property tags, Contractor shall use a form or format designated by DHCS' Asset Management Unit. If the appropriate form (i.e., Contractor Equipment Purchased with DHCS Funds) does not accompany this Agreement, Contractor shall request a copy from the DHCS Program Contract Manager.

(2) **Annual Equipment/Property Inventory -** If the Contractor enters into an agreement with a term of more than twelve months, the Contractor shall submit an annual inventory of state equipment and/or property to the DHCS Program Contract Manager using a form or format designated by DHCS' Asset Management Unit. If an inventory report form (i.e., Inventory/Disposition of DHCS-Funded Equipment) does not accompany this Agreement, Contractor shall request a copy from the DHCS Program Contract Manager. Contractor shall:

(a) Include in the inventory report, equipment and/or property in the Contractor's possession and/or in the possession of a subcontractor (including independent consultants).

(b) Submit the inventory report to DHCS according to the instructions appearing on the inventory form or issued by the DHCS Program Contract Manager.

(c) Contact the DHCS Program Contract Manager to learn how to remove, trade-in, sell, transfer or survey off, from the inventory report, expired equipment and/or property that is no longer wanted, usable or has passed its life expectancy. Instructions will be supplied by either the DHCS Program Contract Manager or DHCS' Asset Management Unit.

b. Title to state equipment and/or property shall not be affected by its incorporation or attachment to any property not owned by the State.

c. Unless otherwise stipulated, DHCS shall be under no obligation to pay the cost of restoration, or rehabilitation of the Contractor's and/or Subcontractor's facility which may be affected by the removal of any state equipment and/or property.

d. The Contractor and/or Subcontractor shall maintain and administer a sound business program for ensuring the proper use, maintenance, repair, protection, insurance and preservation of state equipment and/or property.

(1) In administering this provision, DHCS may require the Contractor and/or Subcontractor to repair or replace, to DHCS' satisfaction, any damaged, lost or stolen state equipment and/or property. In the event of state equipment and/or miscellaneous property theft, Contractor and/or Subcontractor shall immediately file a theft report with the appropriate police agency or the California Highway Patrol and Contractor shall promptly submit one copy of the theft report to the DHCS Program Contract Manager.

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e. Unless otherwise stipulated by the Program funding this Agreement, equipment and/or property purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, shall only be used for performance of this Agreement or another DHCS agreement.

f. Within sixty (60) calendar days prior to the termination or end of this Agreement, the Contractor shall provide a final inventory report of equipment and/or property to the DHCS Program Contract Manager and shall, at that time, query DHCS as to the requirements, including the manner and method, of returning state equipment and/or property to DHCS. Final disposition of equipment and/or property shall be at DHCS expense and according to DHCS instructions. Equipment and/or property disposition instructions shall be issued by DHCS immediately after receipt of the final inventory report. At the termination or conclusion of this Agreement, DHCS may at its discretion, authorize the continued use of state equipment and/or property for performance of work under a different DHCS agreement.

g. **Motor Vehicles**

(Applicable only if motor vehicles are purchased/reimbursed with agreement funds or furnished by DHCS under this Agreement.)

(1) If motor vehicles are purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, within thirty (30) calendar days prior to the termination or end of this Agreement, the Contractor and/or Subcontractor shall return such vehicles to DHCS and shall deliver all necessary documents of title or registration to enable the proper transfer of a marketable title to DHCS.

(2) If motor vehicles are purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, the State of California shall be the legal owner of said motor vehicles and the Contractor shall be the registered owner. The Contractor and/or a subcontractor may only use said vehicles for performance and under the terms of this Agreement.

(3) The Contractor and/or Subcontractor agree that all operators of motor vehicles, purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, shall hold a valid State of California driver's license. In the event that ten or more passengers are to be transported in any one vehicle, the operator shall also hold a State of California Class B driver's license.

(4) If any motor vehicle is purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, the Contractor and/or Subcontractor, as applicable, shall provide, maintain, and certify that, at a minimum, the following type and amount of automobile liability insurance is in effect during the term of this Agreement or any extension period during which any vehicle remains in the Contractor's and/or Subcontractor's possession:

Automobile Liability Insurance

(a) The Contractor, by signing this Agreement, hereby certifies that it possesses or will obtain automobile liability insurance in the amount of $1,000,000 per occurrence for bodily injury and property damage combined. Said insurance must be obtained and made effective upon the delivery date of any motor vehicle, purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, to the Contractor and/or Subcontractor.

(b) The Contractor and/or Subcontractor shall, as soon as practical, furnish a copy of the certificate of insurance to the DHCS Program Contract Manager. The certificate of insurance shall identify the DHCS contract or agreement number for which the insurance applies.

(c) The Contractor and/or Subcontractor agree that bodily injury and property damage liability insurance, as required herein, shall remain in effect at all times during the term of this Agreement or until such time as the motor vehicle is returned to DHCS.

(d) The Contractor and/or Subcontractor agree to provide, at least thirty (30) days prior to the expiration date of said insurance coverage, a copy of a new certificate of insurance evidencing continued coverage, as indicated herein, for not less than the remainder of the

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term of this Agreement, the term of any extension or continuation thereof, or for a period of not less than one (1) year.

(e) The Contractor and/or Subcontractor, if not a self-insured government and/or public entity, must provide evidence, that any required certificates of insurance contain the following provisions:

[1] The insurer will not cancel the insured's coverage without giving thirty (30) calendar days prior written notice to the State (California Department of Health Care Services).

[2] The State of California, its officers, agents, employees, and servants are included as additional insureds, but only with respect to work performed for the State under this Agreement and any extension or continuation of this Agreement.

[3] The insurance carrier shall notify the California Department of Health Care Services (DHCS), in writing, of the Contractor's failure to pay premiums; its cancellation of such policies; or any other substantial change, including, but not limited to, the status, coverage, or scope of the required insurance. Such notices shall contain a reference to each agreement number for which the insurance was obtained.

(f) The Contractor and/or Subcontractor is hereby advised that copies of certificates of insurance may be subject to review and approval by the Department of General Services (DGS), Office of Risk and Insurance Management. The Contractor shall be notified by DHCS, in writing, if this provision is applicable to this Agreement. If DGS approval of the certificate of insurance is required, the Contractor agrees that no work or services shall be performed prior to obtaining said approval.

(g) In the event the Contractor and/or Subcontractor fails to keep insurance coverage, as required herein, in effect at all times during vehicle possession, DHCS may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

5. Subcontract Requirements

(Applicable to agreements under which services are to be performed by subcontractors including independent consultants.)

a. Prior written authorization will be required before the Contractor enters into or is reimbursed for any subcontract for services costing $5,000 or more. Except as indicated in Paragraph a(3) herein, when securing subcontracts for services exceeding $5,000, the Contractor shall obtain at least three bids or justify a sole source award.

(1) The Contractor must provide in its request for authorization, all information necessary for evaluating the necessity or desirability of incurring such cost.

(2) DHCS may identify the information needed to fulfill this requirement.

(3) Subcontracts performed by the following entities or for the service types listed below are exempt from the bidding and sole source justification requirements:

(a) A local governmental entity or the federal government,
(b) A State college or State university from any State,
(c) A Joint Powers Authority,
(d) An auxiliary organization of a California State University or a California community college,
(e) A foundation organized to support the Board of Governors of the California Community Colleges,
(f) An auxiliary organization of the Student Aid Commission established under Education Code § 69522,

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(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. DHCS reserves the right to approve or disapprove the selection of subcontractors and with advance written notice, require the substitution of subcontractors and require the Contractor to terminate subcontracts entered into in support of this Agreement.

(1) Upon receipt of a written notice from DHCS requiring the substitution and/or termination of a subcontract, the Contractor shall take steps to ensure the completion of any work in progress and select a replacement, if applicable, within 30 calendar days, unless a longer period is agreed to by DHCS.

c. Actual subcontracts (i.e., written agreement between the Contractor and a subcontractor) of $5,000 or more are subject to the prior review and written approval of DHCS. DHCS may, at its discretion, elect to waive this right. All such waivers shall be confirmed in writing by DHCS.

d. Contractor shall maintain a copy of each subcontract entered into in support of this Agreement and shall, upon request by DHCS, make copies available for approval, inspection, or audit.

e. DHCS assumes no responsibility for the payment of subcontractors used in the performance of this Agreement. Contractor accepts sole responsibility for the payment of subcontractors used in the performance of this Agreement.

f. The Contractor is responsible for all performance requirements under this Agreement even though performance may be carried out through a subcontract.

g. The Contractor shall ensure that all subcontracts for services include provision(s) requiring compliance with applicable terms and conditions specified in this Agreement.

h. The Contractor agrees to include the following clause, relevant to record retention, in all subcontracts for services:

"(*Subcontractor Name*) agrees to maintain and preserve, until three years after termination of (*Agreement Number*) and final payment from DHCS to the Contractor, to permit DHCS or any duly authorized representative, to have access to, examine or audit any pertinent books, documents, papers and records related to this subcontract and to allow interviews of any employees who might reasonably have information related to such records."

i. Unless otherwise stipulated in writing by DHCS, the Contractor shall be the subcontractor's sole point of contact for all matters related to performance and payment under this Agreement.

j. Contractor shall, as applicable, advise all subcontractors of their obligations pursuant to the following numbered provisions of this Exhibit: 1, 2, 3, 4, 5, 6, 7, 8, 10, 11, 12, 13, 14, 17, 19, 20, 24, 32 and/or other numbered provisions herein that are deemed applicable.

6. Income Restrictions

Unless otherwise stipulated in this Agreement, the Contractor agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Contractor under this Agreement shall be paid by the Contractor to DHCS, to the extent that they are properly allocable to costs for which the Contractor has been reimbursed by DHCS under this Agreement.

7. Audit and Record Retention

(Applicable to agreements in excess of $10,000.)

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a. The Contractor and/or Subcontractor shall maintain books, records, documents, and other evidence, accounting procedures and practices, sufficient to properly reflect all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Agreement, including any matching costs and expenses. The foregoing constitutes "records" for the purpose of this provision.

b. The Contractor's and/or subcontractor's facility or office or such part thereof as may be engaged in the performance of this Agreement and his/her records shall be subject at all reasonable times to inspection, audit, and reproduction.

c. Contractor agrees that DHCS, the Department of General Services, the Bureau of State Audits, or their designated representatives including the Comptroller General of the United States shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (GC 8546.7, CCR Title 2, Section 1896.77)

d. The Contractor and/or Subcontractor shall preserve and make available his/her records (1) for a period of three years from the date of final payment under this Agreement, and (2) for such longer period, if any, as is required by applicable statute, by any other provision of this Agreement, or by subparagraphs (1) or (2) below.

(1) If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final settlement.

(2) If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later.

e. The Contractor and/or Subcontractor may, at its discretion, following receipt of final payment under this Agreement, reduce its accounts, books and records related to this Agreement to microfilm, computer disk, CD ROM, DVD, or other data storage medium. Upon request by an authorized representative to inspect, audit or obtain copies of said records, the Contractor and/or Subcontractor must supply or make available applicable devices, hardware, and/or software necessary to view, copy and/or print said records. Applicable devices may include, but are not limited to, microfilm readers and microfilm printers, etc.

f. The Contractor shall, if applicable, comply with the Single Audit Act and the audit requirements set forth in 2 C.F.R. § 200.501 (2014).

8. Site Inspection

The State, through any authorized representatives, has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder including subcontract supported activities and the premises in which it is being performed. If any inspection or evaluation is made of the premises of the Contractor or Subcontractor, the Contractor shall provide and shall require Subcontractors to provide all reasonable facilities and assistance for the safety and convenience of the authorized representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

9. Federal Contract Funds

(Applicable only to that portion of an agreement funded in part or whole with federal funds.)

a. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.

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b. This agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the fiscal years covered by the term of this Agreement. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms or funding of this Agreement in any manner.

c. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.

d. DHCS has the option to invalidate or cancel the Agreement with 30-days advance written notice or to amend the Agreement to reflect any reduction in funds.

10. Termination

a. **For Cause**

The State may terminate this Agreement, in whole or in part, and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination, the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand. If this Agreement is terminated, in whole or in part, the State may require the Contractor to transfer title, or in the case of licensed software, license, and deliver to the State any completed deliverables, partially completed deliverables, and any other materials, related to the terminated portion of the Contract, including but not limited to, computer programs, data files, user and operations manuals, system and program documentation, training programs related to the operation and maintenance of the system, and all information necessary for the reimbursement of any outstanding Medicaid claims. The State shall pay contract price for completed deliverables delivered and accepted and items the State requires the Contractor to transfer as described in this paragraph above.

b. **For Convenience**

The State retains the option to terminate this Agreement, in whole or in part, without cause, at the State's convenience, without penalty, provided that written notice has been delivered to the Contractor at least ninety (90) calendar days prior to such termination date. In the event of termination, in whole or in part, under this paragraph, the State may require the Contractor to transfer title, or in the case of licensed software, license, and deliver to the State any completed deliverables, partially completed deliverables, and any other materials related to the terminated portion of the contract including but not limited to, computer programs, data files, user and operations manuals, system and program documentation, training programs related to the operation and maintenance of the system, and all information necessary for the reimbursement of any outstanding Medicaid claims. The Contractor will be entitled to compensation upon submission of an invoice and proper proof of claim for the services and products satisfactorily rendered, subject to all payment provisions of the Agreement. Payment is limited to expenses necessarily incurred pursuant to this Agreement up to the date of termination.

11. Intellectual Property Rights

a. Ownership

(1) Except where DHCS has agreed in a signed writing to accept a license, DHCS shall be and remain, without additional compensation, the sole owner of any and all rights, title and interest in all Intellectual Property, from the moment of creation, whether or not jointly conceived, that are made, conceived, derived from, or reduced to practice by Contractor or DHCS and which result directly or indirectly from this Agreement.

(2) For the purposes of this Agreement, Intellectual Property means recognized protectable rights and interest such as: patents, (whether or not issued) copyrights, trademarks, service marks, applications for any of the foregoing, inventions, trade secrets, trade dress, logos, insignia, color combinations, slogans, moral rights, right of publicity, author's rights, contract and licensing rights, works, mask works, industrial design rights, rights of priority, know how, design flows,

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methodologies, devices, business processes, developments, innovations, good will and all other legal rights protecting intangible proprietary information as may exist now and/or here after come into existence, and all renewals and extensions, regardless of whether those rights arise under the laws of the United States, or any other state, country or jurisdiction.

(a) For the purposes of the definition of Intellectual Property, "works" means all literary works, writings and printed matter including the medium by which they are recorded or reproduced, photographs, art work, pictorial and graphic representations and works of a similar nature, film, motion pictures, digital images, animation cells, and other audiovisual works including positives and negatives thereof, sound recordings, tapes, educational materials, interactive videos and any other materials or products created, produced, conceptualized and fixed in a tangible medium of expression. It includes preliminary and final products and any materials and information developed for the purposes of producing those final products. Works does not include articles submitted to peer review or reference journals or independent research projects.

(3) In the performance of this Agreement, Contractor will exercise and utilize certain of its Intellectual Property in existence prior to the effective date of this Agreement. In addition, under this Agreement, Contractor may access and utilize certain of DHCS' Intellectual Property in existence prior to the effective date of this Agreement. Except as otherwise set forth herein, Contractor shall not use any of DHCS' Intellectual Property now existing or hereafter existing for any purposes without the prior written permission of DHCS. **Except as otherwise set forth herein, neither the Contractor nor DHCS shall give any ownership interest in or rights to its Intellectual Property to the other Party.** If during the term of this Agreement, Contractor accesses any third-party Intellectual Property that is licensed to DHCS, Contractor agrees to abide by all license and confidentiality restrictions applicable to DHCS in the third-party's license agreement.

(4) Contractor agrees to cooperate with DHCS in establishing or maintaining DHCS' exclusive rights in the Intellectual Property, and in assuring DHCS' sole rights against third parties with respect to the Intellectual Property. If the Contractor enters into any agreements or subcontracts with other parties in order to perform this Agreement, Contractor shall require the terms of the Agreement(s) to include all Intellectual Property provisions. Such terms must include, but are not limited to, the subcontractor assigning and agreeing to assign to DHCS all rights, title and interest in Intellectual Property made, conceived, derived from, or reduced to practice by the subcontractor, Contractor or DHCS and which result directly or indirectly from this Agreement or any subcontract.

(5) Contractor further agrees to assist and cooperate with DHCS in all reasonable respects, and execute all documents and, subject to reasonable availability, give testimony and take all further acts reasonably necessary to acquire, transfer, maintain, and enforce DHCS' Intellectual Property rights and interests.

b. Retained Rights / License Rights

(1) Except for Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or DHCS and which result directly or indirectly from this Agreement, Contractor shall retain title to all of its Intellectual Property to the extent such Intellectual Property is in existence prior to the effective date of this Agreement. Contractor hereby grants to DHCS, without additional compensation, a permanent, non-exclusive, royalty free, paid-up, worldwide, irrevocable, perpetual, non-terminable license to use, reproduce, manufacture, sell, offer to sell, import, export, modify, publicly and privately display/perform, distribute, and dispose Contractor's Intellectual Property with the right to sublicense through multiple layers, for any purpose whatsoever, to the extent it is incorporated in the Intellectual Property resulting from this Agreement, unless Contractor assigns all rights, title and interest in the Intellectual Property as set forth herein.

(2) Nothing in this provision shall restrict, limit, or otherwise prevent Contractor from using any ideas, concepts, know-how, methodology or techniques related to its performance under this Agreement, provided that Contractor's use does not infringe the patent, copyright, trademark rights, license or other Intellectual Property rights of DHCS or third party, or result in a breach or

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default of any provisions of this Exhibit or result in a breach of any provisions of law relating to confidentiality.

c. Copyright

(1) Contractor agrees that for purposes of copyright law, all works [as defined in Paragraph a, subparagraph (2)(a) of this provision] of authorship made by or on behalf of Contractor in connection with Contractor's performance of this Agreement shall be deemed "works made for hire". Contractor further agrees that the work of each person utilized by Contractor in connection with the performance of this Agreement will be a "work made for hire," whether that person is an employee of Contractor or that person has entered into an agreement with Contractor to perform the work. Contractor shall enter into a written agreement with any such person that: (i) all work performed for Contractor shall be deemed a "work made for hire" under the Copyright Act and (ii) that person shall assign all right, title, and interest to DHCS to any work product made, conceived, derived from, or reduced to practice by Contractor or DHCS and which result directly or indirectly from this Agreement.

(2) All materials, including, but not limited to, visual works or text, reproduced or distributed pursuant to this Agreement that include Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or DHCS and which result directly or indirectly from this Agreement, shall include DHCS' notice of copyright, which shall read in 3mm or larger typeface: "© *[Enter Current Year e.g., 2010, etc.]*, California Department of Health Care Services. This material may not be reproduced or disseminated without prior written permission from the California Department of Health Care Services." This notice should be placed prominently on the materials and set apart from other matter on the page where it appears. Audio productions shall contain a similar audio notice of copyright.

d. Patent Rights

With respect to inventions made by Contractor in the performance of this Agreement, which did not result from research and development specifically included in the Agreement's scope of work, Contractor hereby grants to DHCS a license as described under Section b of this provision for devices or material incorporating, or made through the use of such inventions. If such inventions result from research and development work specifically included within the Agreement's scope of work, then Contractor agrees to assign to DHCS, without additional compensation, all its right, title and interest in and to such inventions and to assist DHCS in securing United States and foreign patents with respect thereto.

e. Third-Party Intellectual Property

Except as provided herein, Contractor agrees that its performance of this Agreement shall not be dependent upon or include any Intellectual Property of Contractor or third party without first: (i) obtaining DHCS' prior written approval; and (ii) granting to or obtaining for DHCS, without additional compensation, a license, as described in Section b of this provision, for any of Contractor's or third-party's Intellectual Property in existence prior to the effective date of this Agreement. If such a license upon the these terms is unattainable, and DHCS determines that the Intellectual Property should be included in or is required for Contractor's performance of this Agreement, Contractor shall obtain a license under terms acceptable to DHCS.

f. Warranties

(1) Contractor represents and warrants that:

(a) It is free to enter into and fully perform this Agreement.

(b) It has secured and will secure all rights and licenses necessary for its performance of this Agreement.

(c) Neither Contractor's performance of this Agreement, nor the exercise by either Party of the rights granted in this Agreement, nor any use, reproduction, manufacture, sale, offer to sell, import, export, modification, public and private display/performance, distribution, and

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disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or DHCS and which result directly or indirectly from this Agreement will infringe upon or violate any Intellectual Property right, non-disclosure obligation, or other proprietary right or interest of any third-party or entity now existing under the laws of, or hereafter existing or issued by, any state, the United States, or any foreign country. There is currently no actual or threatened claim by any such third party based on an alleged violation of any such right by Contractor.

(d) Neither Contractor's performance nor any part of its performance will violate the right of privacy of, or constitute a libel or slander against any person or entity.

(e) It has secured and will secure all rights and licenses necessary for Intellectual Property including, but not limited to, consents, waivers or releases from all authors of music or performances used, and talent (radio, television and motion picture talent), owners of any interest in and to real estate, sites, locations, property or props that may be used or shown.

(f) It has not granted and shall not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to DHCS in this Agreement.

(g) It has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

(h) It has no knowledge of any outstanding claims, licenses or other charges, liens, or encumbrances of any kind or nature whatsoever that could affect in any way Contractor's performance of this Agreement.

(2) DHCS MAKES NO WARRANTY THAT THE INTELLECTUAL PROPERTY RESULTING FROM THIS AGREEMENT DOES NOT INFRINGE UPON ANY PATENT, TRADEMARK, COPYRIGHT OR THE LIKE, NOW EXISTING OR SUBSEQUENTLY ISSUED.

g. Intellectual Property Indemnity

(1) Contractor shall indemnify, defend and hold harmless DHCS and its licensees and assignees, and its officers, directors, employees, agents, representatives, successors, and users of its products, ("Indemnitees") from and against all claims, actions, damages, losses, liabilities (or actions or proceedings with respect to any thereof), whether or not rightful, arising from any and all actions or claims by any third party or expenses related thereto (including, but not limited to, all legal expenses, court costs, and attorney's fees incurred in investigating, preparing, serving as a witness in, or defending against, any such claim, action, or proceeding, commenced or threatened) to which any of the Indemnitees may be subject, whether or not Contractor is a party to any pending or threatened litigation, which arise out of or are related to (i) the incorrectness or breach of any of the representations, warranties, covenants or agreements of Contractor pertaining to Intellectual Property; or (ii) any Intellectual Property infringement, or any other type of actual or alleged infringement claim, arising out of DHCS' use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private performance/display, license, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or DHCS and which result directly or indirectly from this Agreement. This indemnity obligation shall apply irrespective of whether the infringement claim is based on a patent, trademark or copyright registration that issued after the effective date of this Agreement. DHCS reserves the right to participate in and/or control, at Contractor's expense, any such infringement action brought against DHCS.

(2) Should any Intellectual Property licensed by the Contractor to DHCS under this Agreement become the subject of an Intellectual Property infringement claim, Contractor will exercise its authority reasonably and in good faith to preserve DHCS' right to use the licensed Intellectual Property in accordance with this Agreement at no expense to DHCS. DHCS shall have the right to monitor and appear through its own counsel (at Contractor's expense) in any such claim or action. In the defense or settlement of the claim, Contractor may obtain the right for DHCS to continue using the licensed Intellectual Property; or, replace or modify the licensed Intellectual Property so that the replaced or modified Intellectual Property becomes non-infringing provided

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that such replacement or modification is functionally equivalent to the original licensed Intellectual Property. If such remedies are not reasonably available, DHCS shall be entitled to a refund of all monies paid under this Agreement, without restriction or limitation of any other rights and remedies available at law or in equity.

(3) Contractor agrees that damages alone would be inadequate to compensate DHCS for breach of any term of this Intellectual Property Exhibit by Contractor. Contractor acknowledges DHCS would suffer irreparable harm in the event of such breach and agrees DHCS shall be entitled to obtain equitable relief, including without limitation an injunction, from a court of competent jurisdiction, without restriction or limitation of any other rights and remedies available at law or in equity.

h. Federal Funding

In any agreement funded in whole or in part by the federal government, DHCS may acquire and maintain the Intellectual Property rights, title, and ownership, which results directly or indirectly from the Agreement; except as provided in 37 Code of Federal Regulations part 401.14; however, the federal government shall have a non-exclusive, nontransferable, irrevocable, paid-up license throughout the world to use, duplicate, or dispose of such Intellectual Property throughout the world in any manner for governmental purposes and to have and permit others to do so.

i. Survival

The provisions set forth herein shall survive any termination or expiration of this Agreement or any project schedule.

12. Air or Water Pollution Requirements

Any federally funded agreement and/or subcontract in excess of $100,000 must comply with the following provisions unless said agreement is exempt by law.

a. Government contractors agree to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 USC 7606) section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations.

b. Institutions of higher education, hospitals, nonprofit organizations and commercial businesses agree to comply with all applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. 7401 et seq.), as amended, and the Clean Water Act (33 U.S.C. 1251 et seq.), as amended.

13. Prior Approval of Training Seminars, Workshops or Conferences

Contractor shall obtain prior DHCS approval of the location, costs, dates, agenda, instructors, instructional materials, and attendees at any reimbursable training seminar, workshop, or conference conducted pursuant to this Agreement and of any reimbursable publicity or educational materials to be made available for distribution. The Contractor shall acknowledge the support of the State whenever publicizing the work under this Agreement in any media. This provision does not apply to necessary staff meetings or training sessions held for the staff of the Contractor or Subcontractor to conduct routine business matters.

14. Confidentiality of Information

a. The Contractor and its employees, agents, or subcontractors shall protect from unauthorized disclosure names and other identifying information concerning persons either receiving services pursuant to this Agreement or persons whose names or identifying information become available or are disclosed to the Contractor, its employees, agents, or subcontractors as a result of services performed under this Agreement, except for statistical information not identifying any such person.

b. The Contractor and its employees, agents, or subcontractors shall not use such identifying information for any purpose other than carrying out the Contractor's obligations under this Agreement.

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c. The Contractor and its employees, agents, or subcontractors shall promptly transmit to the DHCS Program Contract Manager all requests for disclosure of such identifying information not emanating from the client or person.

d. The Contractor shall not disclose, except as otherwise specifically permitted by this Agreement or authorized by the client, any such identifying information to anyone other than DHCS without prior written authorization from the DHCS Program Contract Manager, except if disclosure is required by State or Federal law.

e. For purposes of this provision, identity shall include, but not be limited to name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.

f. As deemed applicable by DHCS, this provision may be supplemented by additional terms and conditions covering personal health information (PHI) or personal, sensitive, and/or confidential information (PSCI). Said terms and conditions will be outlined in one or more exhibits that will either be attached to this Agreement or incorporated into this Agreement by reference.

15. Documents, Publications and Written Reports

(Applicable to agreements over $5,000 under which publications, written reports and documents are developed or produced. Government Code Section 7550.)

Any document, publication or written report (excluding progress reports, financial reports and normal contractual communications) prepared as a requirement of this Agreement shall contain, in a separate section preceding the main body of the document, the number and dollar amounts of all contracts or agreements and subcontracts relating to the preparation of such document or report, if the total cost for work by nonemployees of the State exceeds $5,000.

16. Dispute Resolution Process

a. A Contractor grievance exists whenever there is a dispute arising from DHCS' action in the administration of an agreement. If there is a dispute or grievance between the Contractor and DHCS, the Contractor must seek resolution using the procedure outlined below.

(1) The Contractor should first informally discuss the problem with the DHCS Program Contract Manager. If the problem cannot be resolved informally, the Contractor shall direct its grievance together with any evidence, in writing, to the program Branch Chief. The grievance shall state the issues in dispute, the legal authority or other basis for the Contractor's position and the remedy sought. The Branch Chief shall render a decision within ten (10) working days after receipt of the written grievance from the Contractor. The Branch Chief shall respond in writing to the Contractor indicating the decision and reasons therefore. If the Contractor disagrees with the Branch Chief's decision, the Contractor may appeal to the second level.

(2) When appealing to the second level, the Contractor must prepare an appeal indicating the reasons for disagreement with Branch Chief's decision. The Contractor shall include with the appeal a copy of the Contractor's original statement of dispute along with any supporting evidence and a copy of the Branch Chief's decision. The appeal shall be addressed to the Deputy Director of the division in which the branch is organized within ten (10) working days from receipt of the Branch Chief's decision. The Deputy Director of the division in which the branch is organized or his/her designee shall meet with the Contractor to review the issues raised. A written decision signed by the Deputy Director of the division in which the branch is organized or his/her designee shall be directed to the Contractor within twenty (20) working days of receipt of the Contractor's second level appeal.

b. If the Contractor wishes to appeal the decision of the Deputy Director of the division in which the branch is organized or his/her designee, the Contractor shall follow the procedures set forth in Health and Safety Code Section 100171.

c. Unless otherwise stipulated in writing by DHCS, all dispute, grievance and/or appeal correspondence shall be directed to the DHCS Program Contract Manager.

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Exhibit F

Contractor's Release

Instructions to Contractor:

With final invoice(s) submit one (1) original and one (1) copy. The original must bear the original signature of a person authorized to bind the Contractor. The additional copy may bear photocopied signatures.

Submission of Final Invoice

Pursuant to **contract number** 20-10000 entered into between the Department of Health Care Services (DHCS) and the Contractor (identified below), the Contractor does acknowledge that final payment has been requested via **invoice number(s)** _____, in the **amount(s) of $** _____ and **dated** _____.
If necessary, enter "See Attached" in the appropriate blocks and attach a list of invoice numbers, dollar amounts and invoice dates.

Release of all Obligations

By signing this form, and upon receipt of the amount specified in the invoice number(s) referenced above, the Contractor does hereby release and discharge the State, its officers, agents and employees of and from any and all liabilities, obligations, claims, and demands whatsoever arising from the above referenced contract.

Repayments Due to Audit Exceptions / Record Retention

By signing this form, Contractor acknowledges that expenses authorized for reimbursement does not guarantee final allowability of said expenses. Contractor agrees that the amount of any sustained audit exceptions resulting from any subsequent audit made after final payment will be refunded to the State.

All expense and accounting records related to the above referenced contract must be maintained for audit purposes for no less than three years beyond the date of final payment, unless a longer term is stated in said contract.

Recycled Product Use Certification

By signing this form, Contractor certifies under penalty of perjury that a minimum of 0% unless otherwise specified in writing of post consumer material, as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether it meets the requirements of Public Contract Code Section 12209. Contractor specifies that printer or duplication cartridges offered or sold to the State comply with the requirements of Section 12156(e).

Reminder to Return State Equipment/Property (If Applicable)

(Applies only if equipment was provided by DHCS or purchased with or reimbursed by contract funds)

Unless DHCS has approved the continued use and possession of State equipment (as defined in the above referenced contract) for use in connection with another DHCS agreement, Contractor agrees to promptly initiate arrangements to account for and return said equipment to DHCS, at DHCS' expense, if said equipment has not passed its useful life expectancy as defined in the above referenced contract.

Patents / Other Issues

By signing this form, Contractor further agrees, in connection with patent matters and with any claims that are not specifically released as set forth above, that it will comply with all of the provisions contained in the above referenced contract, including, but not limited to, those provisions relating to notification to the State and related to the defense or prosecution of litigation.

ONLY SIGN AND DATE THIS DOCUMENT WHEN ATTACHING IT TO THE FINAL INVOICE

Contractor's Legal Name (as on contract): County of Mariposa

Signature of Contractor or Official Designee: _____ Date: _____

Printed Name/Title of Person Signing: _____

Distribution: Accounting (Original) Program

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d. There are organizational differences within DHCS' funding programs and the management levels identified in this dispute resolution provision may not apply in every contractual situation. When a grievance is received and organizational differences exist, the Contractor shall be notified in writing by the DHCS Program Contract Manager of the level, name, and/or title of the appropriate management official that is responsible for issuing a decision at a given level.

17. Financial and Compliance Audit Requirements

a. The definitions used in this provision are contained in Section 38040 of the Health and Safety Code, which by this reference is made a part hereof.

b. Direct service contract means a contract or agreement for services contained in local assistance or subvention programs or both (see Health and Safety [H&S] Code Section 38020). Direct service contracts shall not include contracts, agreements, grants, or subventions to other governmental agencies or units of government nor contracts or agreements with regional centers or area agencies on aging (H&S Code Section 38030).

c. The Contractor, as indicated below, agrees to obtain one of the following audits:

(1) ***If the Contractor is a nonprofit organization (as defined in H&S Code Section 38040)*** and receives **$25,000 or more** from any State agency under a direct service contract or agreement; the Contractor agrees to obtain an annual single, organization wide, financial and compliance audit. Said audit shall be conducted according to Generally Accepted Auditing Standards. This audit does not fulfill the audit requirements of Paragraph c(3) below. The audit shall be completed by the 15th day of the fifth month following the end of the Contractor's fiscal year, **and/or**

(2) ***If the Contractor is a nonprofit organization (as defined in H&S Code Section 38040)*** and receives **less than $25,000** per year from any State agency under a direct service contract or agreement, the Contractor agrees to obtain a biennial single, organization wide financial and compliance audit, unless there is evidence of fraud or other violation of state law in connection with this Agreement. This audit does not fulfill the audit requirements of Paragraph c(3) below. The audit shall be completed by the 15th day of the fifth month following the end of the Contractor's fiscal year, **and/or**

(3) ***If the Contractor is a State or Local Government entity or Nonprofit organization (as defined by 2 C.F.R. §§ 200.64, 200.70, and 200.90)*** and expends $750,000 or more in Federal awards, the Contractor agrees to obtain an annual single, organization wide, financial and compliance audit according to the requirements specified in 2 C.F.R. 200.501 entitled "Audit Requirements". An audit conducted pursuant to this provision will fulfill the audit requirements outlined in Paragraphs c(1) and c(2) above. The audit shall be completed by the end of the ninth month following the end of the audit period. The requirements of this provision apply if:

(a) The Contractor is a recipient expending Federal awards received directly from Federal awarding agencies, or

(b) The Contractor is a subrecipient expending Federal awards received from a pass-through entity such as the State, County or community based organization.

(4) If the Contractor submits to DHCS a report of an audit other than a 2 C.F.R. 200.501audit, the Contractor must also submit a certification indicating the Contractor has not expended $750,000 or more in federal funds for the year covered by the audit report.

d. Two copies of the audit report shall be delivered to the DHCS program funding this Agreement. The audit report must identify the Contractor's legal name and the number assigned to this Agreement. The audit report shall be due within 30 days after the completion of the audit. Upon receipt of said audit report, the DHCS Program Contract Manager shall forward the audit report to DHCS' Audits and Investigations Unit if the audit report was submitted under Section 16.c(3), unless the audit report is from a City, County, or Special District within the State of California whereby the report will be retained by the funding program.

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e. The cost of the audits described herein may be included in the funding for this Agreement up to the proportionate amount this Agreement represents of the Contractor's total revenue. The DHCS program funding this Agreement must provide advance written approval of the specific amount allowed for said audit expenses.

f. The State or its authorized designee, including the Bureau of State Audits, is responsible for conducting agreement performance audits which are not financial and compliance audits. Performance audits are defined by Generally Accepted Government Auditing Standards.

g. Nothing in this Agreement limits the State's responsibility or authority to enforce State law or regulations, procedures, or reporting requirements arising thereto.

h. Nothing in this provision limits the authority of the State to make audits of this Agreement, provided however, that if independent audits arranged for by the Contractor meet Generally Accepted Governmental Auditing Standards, the State shall rely on those audits and any additional audit work and shall build upon the work already done.

i. The State may, at its option, direct its own auditors to perform either of the audits described above. The Contractor will be given advance written notification, if the State chooses to exercise its option to perform said audits.

j. The Contractor shall include a clause in any agreement the Contractor enters into with the audit firm doing the single organization wide audit to provide access by the State or Federal Government to the working papers of the independent auditor who prepares the single organization wide audit for the Contractor.

k. Federal or state auditors shall have "expanded scope auditing" authority to conduct specific program audits during the same period in which a single organization wide audit is being performed, but the audit report has not been issued. The federal or state auditors shall review and have access to the current audit work being conducted and will not apply any testing or review procedures which have not been satisfied by previous audit work that has been completed.

   The term "expanded scope auditing" is applied and defined in the U.S. General Accounting Office (GAO) issued Standards for *Audit of Government Organizations, Programs, Activities and Functions*, better known as the "yellow book".

18. Human Subjects Use Requirements

(Applicable only to federally funded agreements/grants in which performance, directly or through a subcontract/subaward, includes any tests or examination of materials derived from the human body.)

By signing this Agreement, Contractor agrees that if any performance under this Agreement or any subcontract or subagreement includes any tests or examination of materials derived from the human body for the purpose of providing information, diagnosis, prevention, treatment or assessment of disease, impairment, or health of a human being, all locations at which such examinations are performed shall meet the requirements of 42 U.S.C. Section 263a (CLIA) and the regulations thereunder.

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19. Novation Requirements

If the Contractor proposes any novation agreement, DHCS shall act upon the proposal within 60 days after receipt of the written proposal. DHCS may review and consider the proposal, consult and negotiate with the Contractor, and accept or reject all or part of the proposal. Acceptance or rejection of the proposal may be made orally within the 60-day period and confirmed in writing within five days of said decision. Upon written acceptance of the proposal, DHCS will initiate an amendment to this Agreement to formally implement the approved proposal.

20. Debarment and Suspension Certification

(Applicable to all agreements funded in part or whole with federal funds.)

a. By signing this Agreement, the Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations including, but not limited to 2 CFR 180, 2 CFR 376

b. By signing this Agreement, the Contractor certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;

(2) Have not within a three-year period preceding this application/proposal/agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) violation of Federal or State antitrust statutes; ~~or~~ commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, obstruction of justice, or the commission of any other offense indicating a lack of business integrity or business honesty that seriously affects its business honesty;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph b(2) herein; and

(4) Have not within a three-year period preceding this application/proposal/agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

(5) Have not, within a three-year period preceding this application/proposal/agreement, engaged in any of the violations listed under 2 CFR Part 180, Subpart C as supplemented by 2 CFR Part 376.

(6) Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 CFR part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State.

(7) Will include a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

c. If the Contractor is unable to certify to any of the statements in this certification, the Contractor shall submit an explanation to the DHCS Program Contract Manager.

d. The terms and definitions herein have the meanings set out in 2 CFR Part 180 as supplemented by 2 CFR Part 376.

e. If the Contractor knowingly violates this certification, in addition to other remedies available to the Federal Government, the DHCS may terminate this Agreement for cause or default.

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21. Smoke-Free Workplace Certification

(Applicable to federally funded agreements/grants and subcontracts/subawards, that provide health, day care, early childhood development services, education or library services to children under 18 directly or through local governments.)

a. Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed.

b. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1,000 for each violation and/or the imposition of an administrative compliance order on the responsible party.

c. By signing this Agreement, Contractor or Grantee certifies that it will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. The prohibitions herein are effective December 26, 1994.

d. Contractor or Grantee further agrees that it will insert this certification into any subawards (subcontracts or subgrants) entered into that provide for children's services as described in the Act.

22. Covenant Against Contingent Fees

(Applicable only to federally funded agreements.)

The Contractor warrants that no person or selling agency has been employed or retained to solicit/secure this Agreement upon an agreement of understanding for a commission, percentage, brokerage, or contingent fee, except *bona fide* employees or *bona fide* established commercial or selling agencies retained by the Contractor for the purpose of securing business. For breach or violation of this warranty, DHCS shall have the right to annul this Agreement without liability or in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, and brokerage or contingent fee.

23. Payment Withholds

(Applicable only if a final report is required by this Agreement. Not applicable to government entities.)

Unless waived or otherwise stipulated in this Agreement, DHCS may, at its discretion, withhold 10 percent (10%) of the face amount of the Agreement, 50 percent (50%) of the final invoice, or $3,000 whichever is greater, until DHCS receives a final report that meets the terms, conditions and/or scope of work requirements of this Agreement.

24. Performance Evaluation

(Not applicable to grant agreements.)

DHCS may, at its discretion, evaluate the performance of the Contractor at the conclusion of this Agreement. If performance is evaluated, the evaluation shall not be a public record and shall remain on file with DHCS. Negative performance evaluations may be considered by DHCS prior to making future contract awards.

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25. Officials Not to Benefit

No members of or delegate of Congress or the State Legislature shall be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom. This provision shall not be construed to extend to this Agreement if made with a corporation for its general benefits.

26. Four-Digit Date Compliance

(Applicable to agreements in which Information Technology (IT) services are provided to DHCS or if IT equipment is procured.)

Contractor warrants that it will provide only Four-Digit Date Compliant (as defined below) Deliverables and/or services to the State. "Four Digit Date compliant" Deliverables and services can accurately process, calculate, compare, and sequence date data, including without limitation date data arising out of or relating to leap years and changes in centuries. This warranty and representation is subject to the warranty terms and conditions of this Contract and does not limit the generality of warranty obligations set forth elsewhere herein.

27. Prohibited Use of State Funds for Software

(Applicable to agreements in which computer software is used in performance of the work.)

Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

28. Use of Small, Minority Owned and Women's Businesses

(Applicable to that portion of an agreement that is federally funded and entered into with institutions of higher education, hospitals, nonprofit organizations or commercial businesses.)

Positive efforts shall be made to use small businesses, minority-owned firms and women's business enterprises, whenever possible (i.e., procurement of goods and/or services). Contractors shall take all of the following steps to further this goal.

(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 intend 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.

29. Alien Ineligibility Certification

(Applicable to sole proprietors entering federally funded agreements.)

By signing this Agreement, the Contractor certifies that he/she is not an alien that is ineligible for state and local benefits, as defined in Subtitle B of the Personal Responsibility and Work Opportunity Act. (8 U.S.C. 1601, et seq.)

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30. Union Organizing

(Applicable only to grant agreements.)

Grantee, by signing this Agreement, hereby acknowledges the applicability of Government Code Sections 16645 through 16649 to this Agreement. Furthermore, Grantee, by signing this Agreement, hereby certifies that:

a. No state funds disbursed by this grant will be used to assist, promote or deter union organizing.

b. Grantee shall account for state funds disbursed for a specific expenditure by this grant, to show those funds were allocated to that expenditure.

c. Grantee shall, where state funds are not designated as described in b herein, allocate, on a pro-rata basis, all disbursements that support the grant program.

d. If Grantee makes expenditures to assist, promote or deter union organizing, Grantee will maintain records sufficient to show that no state funds were used for those expenditures, and that Grantee shall provide those records to the Attorney General upon request.

31. Contract Uniformity (Fringe Benefit Allowability)

(Applicable only to nonprofit organizations.)

Pursuant to the provisions of Article 7 (commencing with Section 100525) of Chapter 3 of Part 1 of Division 101 of the Health and Safety Code, DHCS sets forth the following policies, procedures, and guidelines regarding the reimbursement of fringe benefits.

a. As used herein fringe benefits shall mean an employment benefit given by one's employer to an employee in addition to one's regular or normal wages or salary.

b. As used herein, fringe benefits do not include:

(1) Compensation for personal services paid currently or accrued by the Contractor for services of employees rendered during the term of this Agreement, which is identified as regular or normal salaries and wages, annual leave, vacation, sick leave, holidays, jury duty and/or military leave/training.
(2) Director's and executive committee member's fees.
(3) Incentive awards and/or bonus incentive pay.
(4) Allowances for off-site pay.
(5) Location allowances.
(6) Hardship pay.
(7) Cost-of-living differentials

c. Specific allowable fringe benefits include:

(1) Fringe benefits in the form of employer contributions for the employer's portion of payroll taxes (i.e., FICA, SUI, SDI), employee health plans (i.e., health, dental and vision), unemployment insurance, worker's compensation insurance, and the employer's share of pension/retirement plans, provided they are granted in accordance with established written organization policies and meet all legal and Internal Revenue Service requirements.

d. To be an allowable fringe benefit, the cost must meet the following criteria:

(1) Be necessary and reasonable for the performance of the Agreement.
(2) Be determined in accordance with generally accepted accounting principles.
(3) Be consistent with policies that apply uniformly to all activities of the Contractor.

e. Contractor agrees that all fringe benefits shall be at actual cost.

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f. Earned/Accrued Compensation

(1) Compensation for vacation, sick leave and holidays is limited to that amount earned/accrued within the agreement term. Unused vacation, sick leave and holidays earned from periods prior to the agreement term cannot be claimed as allowable costs. See Provision f (3)(a) for an example.

(2) For multiple year agreements, vacation and sick leave compensation, which is earned/accrued but not paid, due to employee(s) not taking time off may be carried over and claimed within the overall term of the multiple years of the Agreement. Holidays cannot be carried over from one agreement year to the next. See Provision f (3)(b) for an example.

(3) For single year agreements, vacation, sick leave and holiday compensation that is earned/accrued but not paid, due to employee(s) not taking time off within the term of the Agreement, cannot be claimed as an allowable cost. See Provision f (3)(c) for an example.

(a) **Example No. 1:**

If an employee, John Doe, earns/accrues three weeks of vacation and twelve days of sick leave each year, then that is the maximum amount that may be claimed during a one year agreement. If John Doe has five weeks of vacation and eighteen days of sick leave at the beginning of an agreement, the Contractor during a one-year budget period may only claim up to three weeks of vacation and twelve days of sick leave as actually used by the employee. Amounts earned/accrued in periods prior to the beginning of the Agreement are not an allowable cost.

(b) **Example No. 2:**

If during a three-year (multiple year) agreement, John Doe does not use his three weeks of vacation in year one, or his three weeks in year two, but he does actually use nine weeks in year three; the Contractor would be allowed to claim all nine weeks paid for in year three. The total compensation over the three-year period cannot exceed 156 weeks (3 x 52 weeks).

(c) **Example No. 3:**

If during a single year agreement, John Doe works fifty weeks and used one week of vacation and one week of sick leave and all fifty-two weeks have been billed to DHCS, the remaining unused two weeks of vacation and seven days of sick leave may not be claimed as an allowable cost.

32. Suspension or Stop Work Notification

a. DHCS may, at any time, issue a notice to suspend performance or stop work under this Agreement. The initial notification may be a verbal or written directive issued by the funding Program's Contract Manager. Upon receipt of said notice, the Contractor is to suspend and/or stop all, or any part, of the work called for by this Agreement.

b. Written confirmation of the suspension or stop work notification with directions as to what work (if not all) is to be suspended and how to proceed will be provided within 30 working days of the verbal notification. The suspension or stop work notification shall remain in effect until further written notice is received from DHCS. The resumption of work (in whole or part) will be at DHCS' discretion and upon receipt of written confirmation.

(1) Upon receipt of a suspension or stop work notification, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize or halt the incurrence of costs allocable to the performance covered by the notification during the period of work suspension or stoppage.

(2) Within 90 days of the issuance of a suspension or stop work notification, DHCS shall either:

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(a) Cancel, extend, or modify the suspension or stop work notification; or

(b) Terminate the Agreement as provided for in the Cancellation / Termination clause of the Agreement.

c. If a suspension or stop work notification issued under this clause is canceled or the period of suspension or any extension thereof is modified or expires, the Contractor may resume work only upon written concurrence of funding Program's Contract Manager.

d. If the suspension or stop work notification is cancelled and the Agreement resumes, changes to the services, deliverables, performance dates, and/or contract terms resulting from the suspension or stop work notification shall require an amendment to the Agreement.

e. If a suspension or stop work notification is not canceled and the Agreement is cancelled or terminated pursuant to the provision entitled Cancellation / Termination, DHCS shall allow reasonable costs resulting from the suspension or stop work notification in arriving at the settlement costs.

f. DHCS shall not be liable to the Contractor for loss of profits because of any suspension or stop work notification issued under this clause.

33. Public Communications

"Electronic and printed documents developed and produced, for public communications shall follow the following requirements to comply with Section 508 of the Rehabilitation Act and the American with Disabilities Act:

A. Ensure visual-impaired, hearing-impaired and other special needs audiences are provided material information in formats that provide the most assistance in making informed choices."

34. Compliance with Statutes and Regulations

a. The Contractor shall comply with all California and federal law, regulations, and published guidelines, to the extent that these authorities contain requirements applicable to Contractor's performance under the Agreement.

b. These authorities include, but are not limited to, Title 2, Code of Federal Regulations (CFR) Part 200, subpart F, Appendix II; Title 42 CFR Part 431, subpart F; Title 42 CFR Part 433, subpart D; Title 42 CFR Part 434; Title 45 CFR Part 75, subpart D; and Title 45 CFR Part 95, subpart F. To the extent applicable under federal law, this Agreement shall incorporate the contractual provisions in these federal regulations and they shall supersede any conflicting provisions in this Agreement.

35. Lobbying Restrictions and Disclosure Certification

(Applicable to federally funded agreements in excess of $100,000 per Section 1352 of the 31, U.S.C.)

a. Certification and Disclosure Requirements

(1) Each person (or recipient) who requests or receives a contract or agreement, subcontract, grant, or subgrant, which is subject to Section 1352 of the 31, U.S.C., and which exceeds $100,000 at any tier, shall file a certification (in the form set forth in Attachment 1, consisting of one page, entitled "Certification Regarding Lobbying") that the recipient has not made, and will not make, any payment prohibited by Paragraph b of this provision.

(2) Each recipient shall file a disclosure (in the form set forth in Attachment 2, entitled "Standard Form-LLL 'disclosure of Lobbying Activities'") if such recipient has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered federal action) in connection with a contract, or grant or any extension or amendment of that contract, or grant, which would be prohibited under Paragraph b of this provision if paid for with appropriated funds.

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(3) Each recipient shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affect the accuracy of the information contained in any disclosure form previously filed by such person under Paragraph a(2) herein. An event that materially affects the accuracy of the information reported includes:

(a) A cumulative increase of $25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action;

(b) A change in the person(s) or individuals(s) influencing or attempting to influence a covered federal action; or

(c) A change in the officer(s), employee(s), or member(s) contacted for the purpose of influencing or attempting to influence a covered federal action.

(4) Each person (or recipient) who requests or receives from a person referred to in Paragraph a(1) of this provision a contract or agreement, subcontract, grant or subgrant exceeding $100,000 at any tier under a contract or agreement, or grant shall file a certification, and a disclosure form, if required, to the next tier above.

(5) All disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the person referred to in Paragraph a(1) of this provision. That person shall forward all disclosure forms to DHCS Program Contract Manager.

b. Prohibition

Section 1352 of Title 31, U.S.C., provides in part that no appropriated funds may be expended by the recipient of a federal contract or agreement, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract or agreement, the making of any federal grant, the making of any federal loan, entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract or agreement, grant, loan, or cooperative agreement.

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Attachment 1
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 or employee of Congress, or an employee of a Member of Congress in connection with the making, awarding or entering into of this Federal contract, Federal grant, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of this Federal contract, grant, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency of the United States Government, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, “Disclosure of Lobbying Activities" in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontractors, subgrants, and contracts under grants and cooperative agreements) of $100,000 or more, and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C., any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

County of Conta Costa Name of Contractor	 Printed Name of Person Signing for Contractor
21-10010 Contract / Grant Number	 Signature of Person Signing for Contractor
 Date	 Title

After execution by or on behalf of Contractor, please return to:

California Department of Health Care Services

DHCS reserves the right to notifiy the contractor in writing of an alternate submission address.

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Attachment 2

CERTIFICATION REGARDING LOBBYING

Approved by OMB
0348-0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

1. Type of Federal Action:	2. Status of Federal Action:	3. Report Type:
[ ] a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	[ ] a. bid/offer/application b. initial award c. post-award	[ ] a. initial filing b. material change For Material Change Only: Year _____ quarter _____ date of last report _____.

4. Name and Address of Reporting Entity:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:
☐ Prime ☐ Subawardee Tier ___, if known: Congressional District, If known:	Congressional District, If known:
6. Federal Department/Agency	7. Federal Program Name/Description: CDFA Number, if applicable: _____
8. Federal Action Number, if known:	9. Award Amount, if known: $
10.a. Name and Address of Lobbying Registrant *(If individual, last name, first name, MI)*:	b. Individuals Performing Services *(including address if different from 10a.* *(Last name, First name, MI):*
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person that fails to file the required disclosure shall be subject to a not more than $100,000 for each such failure.	Signature: _____ Print Name: _____ Title: Telephone No.: Date:

Federal Use Only

Authorized for Local Reproduction
Standard Form-LLL (Rev. 7-97)

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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 appropriateclassification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if itis, 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 organizationallevel 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 informa*tion. 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.

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Exhibit E
Additional Provisions

1. Additional Incorporated Exhibits

A. The following documents and any subsequent updates are not attached, but are incorporated herein and made a part hereof by this reference. Contractors are required to fully comply with the directives in each document incorporated by reference herein and each update thereto. These documents may be updated periodically by DHCS, as required by program directives or changes in law or policy. Unless otherwise indicated, DHCS shall provide the Contractor with copies of said documents at or before the agreement is presented to the Contractor for review, acceptance, and signature and will require acknowledgment of receipt. Periodic updates to the below listed documents will be presented to the Contractor under separate cover and acknowledgment of receipt will be required. DHCS will maintain on file, all documents referenced herein and any subsequent updates.

1) Policy & Procedure Letters (PPL)*
2) DHCS CMAA/TCM Time Survey Methodology and DHCS CMAA Program Operational Plan *
3) CMAA Invoice Documents*
4) CMAA Training Materials*

*View at www.dhcs.ca.gov/provgovpart/Pages/CMAA.aspx

2. Priority of Provisions

In the event of a conflict between the provisions of Exhibit A and any other exhibit of this contract, the CMAA Claiming Plan and federal and state law and policy concerning CMAA provisions of Exhibit A shall prevail.

3. Amendment Process

Should either party, during the term of this agreement, desire a change or amendment to the terms of this agreement, such changes or amendments shall be proposed in writing to the other party, who will respond in writing as to whether the proposed changes/amendments are accepted or rejected. If accepted and after negotiations are concluded, the agreed upon changes shall be made through the State's official agreement amendment process, unless otherwise stipulated within this agreement. No amendment will be considered binding on either party until it is formally approved by both parties and the Department of General Services (DGS), if DGS approval is required.

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Exhibit E
Additional Provisions

4. Cancellation/Termination

A. This agreement may be cancelled or terminated without cause by either party by giving 30 calendar days advance written notice to the other party. Such notification shall state the effective date of termination or cancellation and include any final performance and/or payment/invoicing instructions/requirements.

B. Upon receipt of a notice of termination or cancellation from DHCS, Contractor shall take immediate steps to stop performance and to cancel or reduce subsequent agreement costs.

C. The Contractor shall be entitled to payment for all allowable costs authorized under this agreement, including authorized non-cancelable obligations incurred up to the date of termination or cancellation, provided such expenses do not exceed the stated maximum amounts payable.

5. Contractor Responsibilities

A. The Contractor shall comply with 42 United States Code (USC), part 1396 et seq., 42 Code of Federal Regulations (CFR) part 400 et seq., and 45 CFR part 95, California Welfare and Institutions Code, Division 9, part 3, Chapter 7 (commencing with part 14000) and Chapter 8 (commencing with part 14200), and Title 22 California Code of Regulations (CCR), Division 3 (commencing with part 50000), all as periodically amended; State issued policy directives; 2 CFR part 200 et. Seq., as periodically amended.

B. If the Contractor enters into contracts with other organizations to perform CMAA in support of the Contractor claiming administrative reimbursement, the Contractor shall have any contract to perform administrative activities under the auspices of the Medi-Cal Program available for State and/or Federal review.

C. The Contractor is responsible for the acts or omissions of its employees and/or subcontractors. Submission of a falsified CMAA invoice by a Contractor shall constitute a breach of contract. Submission of a CMAA invoice for which there is no supporting documentation by a Contractor may constitute a breach of contract.

D. The conviction of an employee or subcontractor of the Contractor, or of an employee of a subcontractor, of any felony or of a misdemeanor involving fraud, abuse of any Medi-Cal applicant or beneficiary, or abuse of the Medi-Cal Program, shall result in the exclusion of that employee or subcontractor, or employee of a subcontractor, from participation in the Medi-Cal Administrative Claiming process. Failure of a Contractor to exclude a convicted individual from participation in the Medi-Cal Administrative Claiming process shall constitute a breach of contract.

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Exhibit E
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E. Exclusion after conviction shall result regardless of any subsequent order under Part 1203.4 of the Penal Code allowing a person to withdraw his or her plea of guilty and to enter a plea of not guilty, or setting aside the verdict of guilty, or dismissing the accusation, information, or indictment.

F. Suspension or exclusion of an employee or subcontractor, or of an employee of a subcontractor, from participation in the Medi-Cal Program, the Medicaid Program, or the Medicare Program, shall result in the exclusion of that employee or subcontractor, or employee of a subcontractor, from participation in the Medi-Cal Administrative Claiming process. Failure of a Contractor to exclude a suspended or excluded individual from participation in the Medi-Cal Administrative Claiming process shall constitute a breach of contract.

G. Revocation, suspension, or restriction of the license, certificate, or registration of any employee, subcontractor, or employee of a subcontractor, shall result in exclusion from the Medi-Cal Administrative Claiming process, when such license, certificate, or registration is required for the performance of Medi-Cal administrative activities. Failure of a Contractor to exclude an individual whose license, certificate, or registration has been revoked, suspended, or restricted, from participation in the Medi-Cal Administrative Claiming process, may constitute a breach of contract.

H. LGA budget units that elect to participate in the CMAA and/or TCM programs are required to conduct time surveys to account for staff time spent performing Medi-Cal and non-Medi-Cal eligible services and activities. The time survey results are used in the determination of allowable Medi-Cal costs. The activities of staff providing Medi-Cal administration must be documented in accordance with the provisions of 42 CFR parts 432.50, 433.32, and 433.34, and 45 CFR parts 74 and 95, and 2 CFR part 200 et. Seq.

I. All non-Medi-Cal related activities and direct patient care services shall be time surveyed to Other Programs/Activities" or "Direct Patient Care" on the Time Survey form, as appropriate.

J. The Contractor shall comply with enabling legislation, regulations, administrative claiming process directives, and the PPLs of DHCS Local Governmental Financing Division incorporated by reference in Exhibit E, Provision 1, which define program specific allowable CMAA.

K. The Contractor shall provide to the State, comprehensive Medi-Cal Administrative Claiming Plan, in the format specified by the State. The claiming plan must be approved by the State and this agreement must be signed by both parties prior to the submission of CMAA invoices.

Exhibit E
Additional Provisions

L. The Contractor shall not discriminate against any eligible person because of race, religion, political beliefs, color, national or ethnic origin, ancestry, mental or physical disability, medical condition, marital status, age, or sex.

M. The Contractor shall ensure all applicable State and Federal requirements, as identified in Exhibit E, Provision 4, are met in performing CMAA under this agreement. It is understood and agreed that failure by the Contractor to ensure all applicable State and Federal requirements not met in performing CMAA under this agreement shall be sufficient cause for the State to deny or recoup payments to the Contractor and/or to terminate this agreement.

N. Abide by the Business Associate Agreement (BAA) (Exhibit G), as incorporated herein and made part of this agreement by reference. Data released to LGAs is to be used solely for the purpose of verifying Medi-Cal eligibility of the beneficiaries. The data elements used are listed in attachment A".

O. The Contractor shall submit a letter of intent to participate in the CMAA Program six months prior to the termination of this agreement for the purpose of extending the term of the agreement or initiating a new agreement, whichever is preferred by DHCS.

P. When an amendment of the contract is necessary because the original projected expenditures shortfall the actual expenditures, a request must be submitted to DHCS at least 6 months prior to the end of the state fiscal year (SFY) for which additional funding is necessary. If this request is not received timely, the contract will not be amended to address the insufficient funding and subsequent affected invoices will not be paid.

6. State Responsibilities

A. Review, approve, as appropriate, and process Contractor claims for reimbursement of the allowable actual costs of providing administrative activities necessary for the proper and efficient administration of the Medi-Cal Program. Reimbursement shall be made subsequent to the quarter for which a claim for CMAA is made. Any claim that cannot be approved shall be returned to the Contractor with a written explanation of the basis for disapproval.

B. Provide the Contractor with a standardized format for the CMAA Invoice and CMAA Claiming Plan which will be disseminated through policy directives issued by the State.

C. Review CMAA Claiming Plan and amendment(s) to the CMAA Claiming Plan. Any amendment that cannot be approved shall be returned to the Contractor with a written explanation of the basis for disapproval. Any amendment to the CMAA Claiming Plan shall not require a formal amendment to the agreement but may

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instead be effected via written approval of the amended CMAA Claiming Plan signed by DHCS.

D. Provide program monitoring and oversight including conducting site reviews at least once every four years for compliance with state and federal requirements and regulations. DHCS will retain ultimate responsibility for program oversight and policy interpretation.

E. Submit approved CMAA Claiming Plans and amendments to the Centers for Medicare and Medicaid Services (CMS) for review and approval if required.

F. Make available to Contractors, training and technical support on proper administrative activities to be claimed, identifying costs related to these activities, and billing procedures. Training material is to be developed by and/or approved by DHCS.

7. Joint Responsibilities

The State and the Contractor hereby agree to comply with all applicable laws governing the confidentiality of client information for Medi-Cal clients served by the Contractor, or subcontractor, under this agreement. Applicable laws include, but are not limited to, 42 USC. part 1396a(a)7, 42 CFR part 431.300, 45 CFR parts 160, 162, and 164, Welfare and Institutions Code, section 14100.2, and 22 CCR, section 51009.

8. Audit

A. This provision supersedes Provision #4, entitled “Audit” in General Terms & Conditions (GTC 610). View Exhibit C at the following Internet site: https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language

B. Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative, and employees of the California Department of Justice, and the United States CMS, shall have the right to review, access, examine, monitor, audit, and to copy any records and supporting documentation pertaining to the performance of this agreement. Contractor agrees to allow interviews of any employees, or staff of any subcontractor, who might reasonably have information related to such records by either state and/or federal authorities. Contractor agrees to retain all necessary records for a minimum period of three (3) years after the end of the quarter in which the Contractor receives reimbursement for the expenditures incurred. If an audit is in progress, all records relevant to the audit shall be retained until the completion of the audit or the final resolution of all audit exceptions, deferrals, and/or disallowances, whichever is later, and if litigation has been initiated, all necessary records shall be retained until the

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final resolution of the litigation. The records shall fully disclose the type and extent of administrative activities performed by the appropriate staff. The Contractor shall furnish such documentation and any other information regarding the performance of and payment for CMAA, upon request, to the state or federal government.

9. Definitions

The following definitions are applicable to this Contract.

A. "CFDA number" means the number assigned to a federal program in the Catalog of Federal Domestic Assistance (CFDA).

B. "Federal award" means federal financial assistance and federal cost-reimbursement contracts that non-federal entities receive directly from federal awarding agencies or indirectly from pass-through entities. It does not include procurement contracts, under grants or contracts used to buy goods or services from vendors.

C. "Federal awarding agency" means the federal agency that provides an award directly to the recipient.

D. "Federal program" means all federal awards to a non-federal entity assigned a single number in the CDFA.

E. "Pass-through entity" means a non-federal entity that provides a federal award to a subrecipient to carry out a federal program.

F. "Recipient" means a non-federal entity that expends federal awards received directly from a federal awarding agency to carry out a federal program.

G. "Subrecipient" means a non-federal entity that expends federal awards received from a pass-through entity to carry out a federal program, but does not include an individual that is a beneficiary of such a program. A subrecipient may also be a recipient of other federal awards directly from a federal awarding agency. Guidance on distinguishing between a subrecipient and a vendor is provided in OMB Circular A-133

H. "Vendor" means a dealer, distributor, merchant, or other seller providing goods or services that are required for the conduct of a federal program. These goods or services may be for an organization's own use or for the use of beneficiaries of the federal program. Additional guidance on distinguishing between a subrecipient and a vendor is provided on OMB Circular A-133.

B. The definitions in Provision 7, Item A, shall be included in all of Contractor's contracts with subrecipients and vendors.

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Exhibit E
Additional Provisions

C. Additional definitions applicable to this Contract:

A. “Direct charge” means to report CMAA costs for staff that perform Medi-Cal eligible activities either 100 percent of the time or in distinct and documented blocks of time.

B. “Medi-Cal percentage” means for some CMAA, LGAs claim allowable costs based on how many members of a group of people are Medi-Cal beneficiaries; this number is the Medi-Cal percentage. Costs are discounted (i.e. reduced) by the Medi-Cal percentage when the activity is directed toward a group of people that is only partly composed of Medi-Cal eligible persons. The Medi-Cal percentage is the fraction of a total population (target population) that consists of Medi-Cal beneficiaries. The numerator is the number of clients served by the claiming unit that are Medi-Cal beneficiaries, and the denominator is the total number of clients served by the claiming unit. Discount methods approved by DHCS and CMS for calculating the Medi-Cal percentage discount may be utilized.

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Exhibit F

Contractor's Release

Instructions to Contractor:

With final invoice(s) submit one (1) original and one (1) copy. The original must bear the original signature of a person authorized to bind the Contractor. The additional copy may bear photocopied signatures.

Submission of Final Invoice

Pursuant to **contract number** 20-10000 entered into between the Department of Health Care Services (DHCS) and the Contractor (identified below), the Contractor does acknowledge that final payment has been requested via **invoice number(s)** _____, in the **amount(s) of $** _____ and **dated** _____.
If necessary, enter "See Attached" in the appropriate blocks and attach a list of invoice numbers, dollar amounts and invoice dates.

Release of all Obligations

By signing this form, and upon receipt of the amount specified in the invoice number(s) referenced above, the Contractor does hereby release and discharge the State, its officers, agents and employees of and from any and all liabilities, obligations, claims, and demands whatsoever arising from the above referenced contract.

Repayments Due to Audit Exceptions / Record Retention

By signing this form, Contractor acknowledges that expenses authorized for reimbursement does not guarantee final allowability of said expenses. Contractor agrees that the amount of any sustained audit exceptions resulting from any subsequent audit made after final payment will be refunded to the State.

All expense and accounting records related to the above referenced contract must be maintained for audit purposes for no less than three years beyond the date of final payment, unless a longer term is stated in said contract.

Recycled Product Use Certification

By signing this form, Contractor certifies under penalty of perjury that a minimum of 0% unless otherwise specified in writing of post consumer material, as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether it meets the requirements of Public Contract Code Section 12209. Contractor specifies that printer or duplication cartridges offered or sold to the State comply with the requirements of Section 12156(e).

Reminder to Return State Equipment/Property (If Applicable)

(Applies only if equipment was provided by DHCS or purchased with or reimbursed by contract funds)

Unless DHCS has approved the continued use and possession of State equipment (as defined in the above referenced contract) for use in connection with another DHCS agreement, Contractor agrees to promptly initiate arrangements to account for and return said equipment to DHCS, at DHCS' expense, if said equipment has not passed its useful life expectancy as defined in the above referenced contract.

Patents / Other Issues

By signing this form, Contractor further agrees, in connection with patent matters and with any claims that are not specifically released as set forth above, that it will comply with all of the provisions contained in the above referenced contract, including, but not limited to, those provisions relating to notification to the State and related to the defense or prosecution of litigation.

ONLY SIGN AND DATE THIS DOCUMENT WHEN ATTACHING IT TO THE FINAL INVOICE

Contractor's Legal Name (as on contract): County of Mariposa

Signature of Contractor or Official Designee: _____ Date: _____

Printed Name/Title of Person Signing: _____

Distribution: Accounting (Original) Program

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Exhibit G
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. The Department of Health Care Services (DHCS) 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 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. Contractor (however named elsewhere in this Agreement) is the Business Associate of DHCS 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. DHCS 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. 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 DHCS, provided that such use or disclosure would not violate HIPAA or other applicable laws if done by DHCS.

7.1 **Specific Use and Disclosure Provisions**. Except as otherwise indicated in this Agreement, 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, and the person notifies the Business Associate of any instances of which it is aware that the confidentiality of the information has been breached.

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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 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

Attachment: Mariposa 20-10000 (RES-2022-211 : Amendment to Agreement to Perform County-Based Medi-Cal Administrative Activities

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.

9.2.5 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 DHCS under 45 CFR Part 164, Subpart E, comply with the requirements of the subpart that apply to DHCS in the performance of such obligation.

15. **Access to Practices, Books and Records.** Business Associate shall make its internal practices, books, and records relating to the use and disclosure of PHI on behalf of DHCS available to DHCS upon reasonable request, and to the federal Secretary of Health and Human Services for purposes of determining DHCS' compliance with 45 CFR Part 164, Subpart E.

16. **Return or Destroy PHI on Termination; Survival.** At termination of this Agreement, 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, DHCS 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 DHCS 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 DHCS that was verified by or provided by the Social Security Administration (SSA data) and is subject to an agreement between DHCS and SSA, 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 DHCS.

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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 DHCS.

18.1.1 Business Associate shall notify DHCS **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 DHCS.

18.1.2 Business Associate shall notify DHCS **within 24 hours by email** (or by telephone if Business Associate is unable to email DHCS) of the discovery of:

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 data 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 Information 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/DHCSBusinessAssociatesOnly.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

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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, 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 Entities Other than DHCS. If the cause of a breach of PHI is attributable to Business Associate or its subcontractors, 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 information 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 Agreement 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 Telephone: (916) 445-4646	Information Security Office DHCS Information Security Office P.O. Box 997413, MS 6400 Sacramento, CA 95899-7413 Email: incidents@dhcs.ca.gov

19. Responsibility of DHCS. DHCS 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, 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 DHCS unless it is legally prohibited from doing so.

21. Termination

Attachment: Mariposa 20-10000 (RES-2022-211 : Amendment to Agreement to Perform County-Based Medi-Cal Administrative Activities

21.1 **Termination for Cause**. Upon DHCS' knowledge of a violation of this Agreement by Business Associate, DHCS 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.** DHCS 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**. DHCS 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 DHCS at no cost to DHCS to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against DHCS, its directors, officers and/or employees based upon claimed violation of HIPAA, which involve inactions or actions by the 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: Mariposa 20-10000 (RES-2022-211 : Amendment to Agreement to Perform County-Based Medi-Cal Administrative Activities

Exhibit A A1
Scope of Work

1. Service Overview

Contractor agrees to provide to the California Department of Health Care Services (DHCS) the services described herein:

Contractor shall perform County-Based Medi-Cal Administrative Activities (CMAA) on behalf of DHCS to assist in the proper and efficient administration of the Medi-Cal Program by improving the availability and accessibility of Medi-Cal Services to Medi-Cal eligible and potentially eligible individuals and their families. These activities include, but are not limited to, attending or conducting general, non-medical staff meetings, developing and monitoring program budgets and/or site management, and general non-program supervision of staff. This also includes staff break time and any time spent filling out a Time Survey Form; Medi-Cal Outreach; Referral, Coordination, and Monitoring of Medi-Cal Services; Facilitating Medi-Cal Application; Arranging or Providing Non-Emergency, Non-Medical Transportation to a Medi-Cal Covered Service; Contract Administration for Medi-Cal Services; Program Planning and Policy Development for Medi-Cal Services; Medi-Cal Administrative Activities (MAA)/Targeted Case Management (TCM) Coordination and Claims Administration; MAA/TCM Implementation; training, general administration, and paid time off.

2. Service Location

The activities shall be performed at applicable facilities within the County of Mariposa geographic region.

3. Service Hours

The services shall be provided during Contractor's regular business hours and days.

4. Project Representatives

A. The project representatives during the term of this Agreement will be:

Department of Health Care Services
~~Shelly Taunk, Chief~~
~~County-Based Claiming and Inmate Services Section~~
~~Telephone: (916) 345-7934~~
~~Fax: (916) 552-9109~~
~~E-Mail: shelly.taunk@dhcs.ca.gov~~
Damitra Hawkins, Unit Chief
County-Based Claiming and Inmate Services Section
Telephone: (916) 345-7867
E-Mail: Damitra.Hawkins@dhcs.ca.gov

County of Mariposa
Sarah Higgs, Account Technician
Mariposa County Health and Human Services Agency
Telephone: (209) 742-0826
Fax: (209) 966-8251
E-Mail: shiggs@mariposahsc.org

Attachment: Exh A A1 - SOW (RES-2022-211 : Amendment to Agreement to Perform County-Based Medi-Cal Administrative Activities (CMAA))

Exhibit A A1
Scope of Work

B. Direct all inquiries to:

Department of Health Care Services	**County of Mariposa**
~~County-Based Claiming and Inmate Services Section~~ ~~Attention: Selamaria Nua~~ ~~1501 Capitol Ave., MS 4603~~ ~~Sacramento, CA 95899-7436~~ ~~Telephone: (916) 345-8692~~ ~~Fax: (916) 552-9109~~ ~~E-Mail: Selamaria.Nua@dhcs.ca.gov~~	Sarah Higgs, Account Technician Mariposa County Health and Human Services Agency Telephone: (209) 742-0826 Fax: (209) 966-8251 E-Mail: shiggs@mariposahsc.org
County-Based Claiming and Inmate Services Section **Attention: Tyler Shimizu** **1501 Capitol Ave., MS 2628** **Sacramento, CA 95899-7436** **Telephone: (916) 345-8692** **E-Mail: Tyler.shimizu@dhcs.ca.gov**	

C. Either party may make changes to the information above by giving written notice to the other party. Said changes shall not require an amendment to this agreement.

5. Services to be Performed

The following CMAA are eligible for Federal Financial Participation (FFP) only when they are identified in a CMAA Claiming Plan approved by the State and the Centers for Medicare and Medicaid Services (CMS):

A. **Medi-Cal Outreach**: This activity may consist of discrete campaigns or ongoing activities directed to groups or individuals with two goals:

1. ~~Bringing potential eligibles into the Medi-Cal system for the purpose of determining Medi-Cal eligibility~~. **Determining Medi-Cal eligibility; and**

2. Bringing Medi-Cal ~~eligibles~~ **beneficiaries** into Medi-Cal services.

Outreach may consist of discrete campaigns or may be an ongoing activity, such as: sending teams of employees into the community to contact homeless, alcoholics, or drug abusers; establishing a telephone or walk-in service for referring persons to Medi-Cal services or eligibility offices; operating a drop-in community center for underserved populations such as minority teenagers where Medi-Cal eligibility and service information is disseminated.

Attachment: Exh A A1 - SOW (RES-2022-211 : Amendment to Agreement to Perform County-Based Medi-Cal Administrative Activities (CMAA))

Exhibit A A1
Scope of Work

NOTE: Public health outreach conducted by Local Government Agencies (LGAs) shall not duplicate the requirements of Medi-Cal managed care providers to pursue the enrollment of Medi-Cal eligibles in their service areas.

3. Medi-Cal only eligibility outreach campaigns ~~directed to the entire population to encourage potential Medi-Cal eligibles to apply for Medi-Cal are allowable,~~ **(e.g., service campaigns directed toward specific Medi-Cal services such as Early and Periodic Screening, Diagnosis and Treatment)** are allowable, and the costs do not have to be discounted by the Medi-Cal percentage:

   a. ~~Outreach campaigns directed toward bringing Medi-Cal eligibles into Medi-Cal covered services are allowable and the costs do not have to be discounted by the Medi-Cal percentage. In such campaigns, the language should clearly indicate that the message is directed only to persons eligible for Medi-Cal, and not the general public. These campaigns are service campaigns, targeted on specific Medi-Cal services, such as Early and Periodic Screening, Diagnosis and Treatment.~~
   Such campaigns should clearly indicate that Medi-Cal services are directed only to persons eligible for Medi-Cal.

   b. A health education program or campaign may be allowable as a Medi-Cal administrative cost if it is directed toward specific Medi-Cal services and for Medi-Cal eligible individuals, such as an educational campaign on immunization addressed to parents of Medi-Cal children.

B. **Referral, Coordination, and Monitoring of Medi-Cal Services:** Referral, Coordination, and Monitoring of Medi-Cal Services includes making referrals for, coordinating, and/or monitoring the delivery of Medi-Cal covered services.

C. **Facilitating Medi-Cal Application (Eligibility Intake**): This activity includes explaining Medi-Cal eligibility rules and the Medi-Cal eligibility process to prospective applicants; assisting an applicant to fill out a Medi-Cal eligibility application; gathering information related to the application and eligibility determination or re-determination from a client, including resource information and third party liability information, as a prelude to submitting a formal Medi-Cal application to the county welfare department; and/or providing necessary forms and packaging all forms in preparation for the Medi-Cal eligibility determination. This activity does not include the eligibility determination itself. These costs do not have to be discounted (i.e., reduced) by the Medi-Cal percentage.

D. **Arranging and/or Providing Non-Emergency, Non-Medical Transportation to a Medi-Cal covered Service**: This activity includes arranging and/or providing non-emergency, non-medical transportation for a Medi-Cal eligible client who

Attachment: Exh A A1 - SOW (RES-2022-211 : Amendment to Agreement to Perform County-Based Medi-Cal Administrative Activities (CMAA))

Exhibit A A1
Scope of Work

does not have a physical or mental limitation to a Medi-Cal provider for a Medi-Cal covered service when medically necessary. It also includes arranging and/or providing non-emergency, non-medical transportation and accompaniment by an attendant, for a Medi-Cal eligible client who has a physical or mental limitation to a Medi-Cal provider for a Medi-Cal covered service when medically necessary. If the Medi-Cal eligible client does not have a physical or mental limitation, the contractor or governmental unit may provide transportation services, but will be unable to accompany the client to the Medi-Cal covered service appointment. However, LGAs may not claim arranging transportation as CMAA when performed by a TCM Case Manager. Instead, the cost of this time will be included in the TCM encounter rate, which is not separately claimable through CMAA (DHCS CMAA Program Operational Plan).

Examples: Providing transportation services to a Medi-Cal eligible individual to a Medi-Cal service provider. Scheduling or arranging transportation to Medi-Cal covered services. Accompanying clients (e.g., elderly, young, disabled) at a Medi-Cal provider medical appointment because the client has physical limitation, pursuant to 42 Code of Federal Regulations (CFR) part 440.170.

E. **Contract Administration for Medi-Cal Services**: This activity involves entering into agreements with community-based organizations or other provider agencies for the provision of Medi-Cal services and/or CMAA, other than TCM. The costs of TCM subcontract administration should be included in the TCM rate.

NOTE: A Contractor has the option of claiming the costs of contract administration for allowable CMAA, such as Outreach, under that activity or the costs may be claimed under Contract Administration. Under no circumstances are the costs of contract administration for allowable CMAA to be claimed under both Contract Administration and the activity, such as Outreach. Contracting for Medi-Cal services may only be claimed under Contract Administration.

Contracting for Medi-Cal services and/or CMAA is claimable as an administrative activity when the administration of those agreements meets all of the following criteria:

1. The contract administration is performed by an identifiable unit of one or more employees, whose tasks officially involve contract administration, according to the duty statements or job descriptions of the employees being claimed.

2. The contract administration involves contractors that provide Medi-Cal services and/or CMAA. The costs of contracting for TCM services with non-LGA providers should be claimed as part of the TCM rate. These costs cannot be separately claimed as CMAA.

Attachment: Exh A A1 - SOW (RES-2022-211 : Amendment to Agreement to Perform County-Based Medi-Cal Administrative Activities (CMAA))

Exhibit A A1
Scope of Work

3. The contract administration must be directed to one or more of the following goals:

   a. Identifying, recruiting, and contracting with community agencies as Medi-Cal service contract providers;

   b. Providing technical assistance to Medi-Cal subcontractors regarding county, state and federal regulations;

   c. Monitoring provider agency capacity and availability; and

   d. Ensuring compliance with the terms of the agreement.

   The contracts being administered must be for Medi-Cal services and CMAA or just CMAA and target Medi-Cal populations only or target the general population if the general population includes a Medi-Cal eligible population.

F. **Program Planning and Policy Development (PP&PD) for Medi-Cal Services**: This activity may be claimed at the enhanced rate (75 percent FFP) if performed by a Skilled Professional Medical Personnel (SPMP), or the non-enhanced rate (50 percent FFP) if performed by a non-SPMP.

   1. Allowable: This activity is claimable when performed, either part-time or full-time, by one or more contractor employees and subcontractors whose tasks officially involve PP&PD. Contractor employees performing this activity must have the tasks identified in the employee's position descriptions/duty statements. If the programs serve both Medi-Cal and non-Medi-Cal clients, the costs of PP&PD activities must be allocated according to the Medi-Cal percentages being served by the programs.

      This activity is claimable as a direct charge for Medi-Cal administration only when PP&PD is performed by a unit of one or more contractor employees who spend 100 percent of their paid working time performing this activity. This activity is claimable only if the administrative amounts being claimed for PP&PD persons and activities are not otherwise included in other claimable cost pools; and the amounts being claimed for such persons employed by (and activities taking place in) a service provider setting are not otherwise being reimbursed through the billable service rate of that provider. Costs for persons performing this activity less than 100 percent of their time will be based on a time survey.

      In LGAs with countywide managed care arrangements, PP&PD activities are claimable as Medi-Cal administration only for those services that are excluded from the managed care contracts.

Attachment: Exh A A1 - SOW (RES-2022-211 : Amendment to Agreement to Perform County-Based Medi-Cal Administrative Activities (CMAA))

Exhibit A A1
Scope of Work

Under the conditions specified above, the following tasks are allowable as CMAA under these circumstances:

a. Developing strategies to increase Medi-Cal system capacity and close Medi-Cal service gaps. This includes analyzing Medi-Cal data related to a specific program and/or specific group.

b. Interagency coordination to improve delivery of Medi-Cal services.

c. Developing resource directories of Medi-Cal services/providers.

d. For subcontractors, some PP&PD support services are allowable (e.g., developing resource directories, preparing Medi-Cal data reports, conducting needs assessments, or preparing proposals for expansion of Medi-Cal services).

2. Not allowable: This activity is not allowable if staff performing this function are employed full-time by service providers, such as clinics. The full costs of the employee's salary are assumed to be included in the billable fee-for-service rate. Claiming this activity separately is not allowed.

   This activity is not allowable if staff who deliver services part-time in an LGA service provider setting, such as a clinic, are performing PP&PD activities relating to the service provider setting in which they deliver services.

G. **MAA/TCM Coordination and Claims Administration:** Contractor employees whose position description/duty statement includes the administration of CMAA and TCM on an LGA service region-wide basis, may claim the costs of these activities on the CMAA detailed invoice as a direct charge.

Costs incurred in the preparation and submission of CMAA claims at any level, including staff time, supplies, and time spent on a computer performing CMAA, may be direct charged. If the CMAA/TCM Coordinator and/or claims administration staff are performing this function part-time, along with other duties, they must certify the percentage of total time spent performing the duties of CMAA coordination and/or claims administration. The percentage certified for the CMAA/TCM Coordinator and/or claims administration staff activities must be used as the basis for federal claiming. Charges for supervisors, clericals, and support staff may be included, and if so must be allocated based upon the percentage of certified time of the CMAA/TCM Coordinator and claims administration staff.

1. The CMAA/TCM Coordinator and claims administration staff may claim the costs of the following activities, as well as any other reasonable activities directly related to the Contractor's administration of TCM services and CMAA at the LGA-wide level:

Attachment: Exh A A1 - SOW (RES-2022-211 : Amendment to Agreement to Perform County-Based Medi-Cal Administrative Activities (CMAA))

Exhibit A A1
Scope of Work

a. Drafting, revising, and submitting CMAA Claiming Plans, and TCM performance monitoring plans.

b. Serving as a liaison and monitoring the performance of claiming programs within the LGA and with the State and federal government on CMAA and TCM.

c. Administering LGA claiming, including overseeing, preparing, compiling, revising, and submitting CMAA and TCM invoices on an LGA-wide basis to the State.

d. Attending training sessions, meetings, and conferences involving CMAA and/or TCM.

e. Training contractor program and subcontractor staff on State, federal, and local requirements for CMAA and/or TCM claiming.

f. Ensuring that CMAA and/or TCM invoices do not duplicate Medi-Cal invoices for the same services or activities from other providers. This includes ensuring that services are not duplicated when a Medi-Cal beneficiary receives TCM services from more than one case manager.

NOTE: The costs of the CMAA/TCM Coordinator's time and claims administration staff time must not be included in the CMAA claiming or in the TCM rate since the costs associated with the time are to be direct charged. Charges for supervisors, clericals, and support staff for these employees may be included, and if so must be allocated based upon the percentage of certified time of the CMAA/TCM Coordinator and claims administration staff. The costs of TCM claiming activity at the TCM provider level are to be included in the TCM rate.

H. **MAA/TCM Implementation Training**: Training activities shall be time studied in accordance with the purpose of the training. Training activities include time spent providing or attending training related to the performance of CMAA or TCM. Training activities also include reasonable time spent on related paperwork, clerical activities, staff travel time necessary to perform these activities, including initiating and responding to email and voicemail. Training unrelated to CMAA is not allowable.

I. **General Administration**: This includes activities that are eligible for cost distribution on a 2 CFR Part 200 et seq. approved cost allocation basis. These costs are to be distributed proportionately while performing the following activities:

Attachment: Exh A A1 - SOW (RES-2022-211 : Amendment to Agreement to Perform County-Based Medi-Cal Administrative Activities (CMAA))

Exhibit A A1
Scope of Work

1. Attend or conduct general, non-medical staff meetings;

2. Develop and monitor program budgets;

3. Provide instructional leadership, site management, staff supervision, or reviews of employee performance;

4. Review departmental or unit procedures and rules;

5. Present or participate in, in-service orientations, and programs;

6. Participate in health promotion activities for employees of the Contractor; and

7. The 15 minutes that a time survey participant spent filling out the Time Survey Form at the end of the work day.

J. **Paid Time Off:** This activity is to be used by all staff involved in CMAA to record usage of paid leave, including vacation, sick leave, holiday time and any other employee time off that is paid. This does not include lunch or meal breaks, off payroll time, or Compensatory Time Off, which shall be allocated as prescribed by the State.

6. Americans with Disabilities Act

~~Contractor agrees to ensure that deliverables are developed and produced, pursuant to this Agreement shall comply with the accessibility requirements of Section 508 of the Rehabilitation Act and the Americans with Disabilities Act of 1973 as amended (29 U.S.C. § 794 (d), and regulations implementing that act as set forth in Part 1194 of Title 36 of the Federal Code of Regulations. In 1998, Congress amended the Rehabilitation Act of 1973 to require Federal agencies to make their electronic and information technology (EIT) accessible to people with disabilities. California Government Code section 11135 codifies section 508 of the Act, requiring accessibility of electronic and information technology.~~

Contractor 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 of 1973 as amended (29 U.S.C. § 794d), regulations implementing the Rehabilitation Act of 1973 as set forth in Part 1194 of Title 36 of the Code of Federal Regulations, and the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.). 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.

Attachment: Exh A A1 - SOW (RES-2022-211 : Amendment to Agreement to Perform County-Based Medi-Cal Administrative Activities (CMAA))

Exhibit A A1
Scope of Work

A. **The County of Mariposa assures the state that it complies with the ADA, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.**

B. **The County of Mariposa will ensure that deliverables developed and produced pursuant to this Agreement comply with federal and state laws, regulations or requirements regarding accessibility and effective communication, including the Americans with Disabilities Act (42 U.S.C. § 12101, et. seq.), which prohibits discrimination on the basis of disability, and section 508 of the Rehabilitation Act of 1973 as amended (29 U.S.C. § 794 (d)). Specifically, electronic and printed documents intended as public communications must be produced to ensure the visual-impaired, hearing-impaired, and other special needs audiences are provided material information in the formats needed to provide the most assistance in making informed choices. These formats include but are not limited to braille, large font, and audio.**

Except as amended herein, all other terms and conditions of the Contract shall remain in full force and effect.

Attachment: Exh A A1 - SOW (RES-2022-211 : Amendment to Agreement to Perform County-Based Medi-Cal Administrative Activities (CMAA))

MARIPOSA COUNTY

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

RESOLUTION - ACTION REQUESTED 2022-212

MEETING: April 5, 2022

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: First Amendment - Agreement with Aurrera Health Group for CalAIM

RECOMMENDATION AND JUSTIFICATION:
Approve First Amendment to Agreement with Aurrera Health Group, LLC to provide consultant services to implement initiatives related to California Advancing and Innovating Medi-Cal (CalAIM) in an amount not to exceed $84,000; and authorize the Board of Supervisors Chair to sign the Amendment.

CalAIM is a multi-year process led by the California Department of Health Care Services (DHCS) to improve the health outcomes and quality of life experienced by Medi-Cal enrollees.

CalAIM's bold transformation will align all elements of Medi-Cal into a system that is standardized, simplified, and focused on helping enrollees live healthier lives. Success requires the investment and sustained commitment of a broad network of health partners, including plans, providers, and community-based organizations, with incentives to achieve high quality of service. When CalAIM is fully implemented, Medi-Cal will better serve and benefit enrollees because it will be a seamless and streamlined health care system.

Upon execution of the current agreement, negotiations related to program implementation uncovered further requirements. Therefore, this resolution requests modifications to areas related to costs and scope of work (please see attachments for greater context).

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board of Supervisors approved the current agreement with Aurrera Health Group on January 4, 2022 through Resolution 2022-7.

The Board of Supervisors approved the First Amendment to an agreement with Aurrera Health Group related to ACES Aware program on June 1, 2021 through Resolution No. 2021-313.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Without approval, Health and Human Services Agency will be hard pressed to find the subject matter expertise necessary to successfully implement a key state initiative for Mariposa County.

REF ID# 12734

FINANCIAL IMPACT:
Additional funds will be allocated to HHSA by DHCS for these additional activities. Budget adjustment will follow after our implementation plan is approved by DHCS. There is no impact to the County General Fund.

ATTACHMENTS:
First Amendment - Exhibit A (PDF)
First Amendment - Aurrera Health Group Agreement 2022v4 (PDF)
Aurrera Health Group - CalAIM - 2022 - Wsignatures - Res. #2022-7 (PDF)

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

First Amendment - Exhibit A
SCOPE OF WORK

Aurrera Health's proposed SOW is presented according to primary buckets of activities, including: (1) workplan development and project planning; (2) strategic consultation; and (3) landscape analysis. Aurrera Health will coordinate with MCHHS to refine the SOW as needed.

1. Workplan Development and Project Planning (January)

   Upon completion of the project SOW and contract, Aurrera Health will develop a detailed project workplan for MCHHS review and begin scheduling and other administrative activities to launch the work. Specific activities will include:

   - Develop initial project workplan.
   - Host a kick-off meeting with MCHHS to discuss the workplan and project objectives.
   - Schedule bi-weekly check-in meetings with MCHHS.

2. ECM/Community Supports Strategic Consultation (January – June)

   Aurrera Health will provide subject matter expertise and consultation to inform MCHHS decision-making for ECM and Community Supports. Aurrera Health will participate in MCHHS's bi-weekly CalAIM Steering Committee meetings to support MCHHS in workplan development, strategic decision-making, and anticipating challenges and opportunities that may arise, including how decisions regarding ECM and Community Supports may impact or intersect with other County objectives, such as Medi-Cal managed care plan reprocurement. In addition to participating in bi-weekly Mariposa CalAIM Steering Committee meetings, strategic consultation may include:
   - An initial training on CalAIM initiatives that provides a high-level overview of objectives, implementation timelines, existing and outstanding guidance, and considerations for counties; and
   - a presentation or training for County staff on PATH, the Incentive Payment Program, or other ECM/Community Supports funding options.

3. ECM/Community Supports Landscape Analysis (January – June)

   Aurrera Health will conduct a landscape analysis to assess the County's experience, capacity, and readiness as they relate to participation in ECM and Community Supports. Analysis will include assessments of current services and populations served, staff capacity, data systems and technical sophistication, relationships with providers and health plans, feasibility for short-term growth, and other internal and external factors. Specific activities will include:

   - Review county documents, such as organizational charts, program overviews, and funding streams.
   - Conduct 8-10 interviews with county staff and external partners.

Attachment: First Amendment - Exhibit A (RES-2022-212 : First Amendment - Agreement with Aurrera Health Group for CalAIM)

- Produce a report with a detailed review of findings from the landscape analysis, recommendations for participation in ECM and Community Supports, and opportunities to leverage funding within and outside of the County to support implementation.
- Present landscape analysis findings at an MCHHS CalAIM Steering Committee meeting in June.

High-Level Timeline

The following table provides a high-level, anticipated timeline for project activities. Project activities and timing for specific deliverables will be included in the project workplan once Aurrera Health and MCHHS confirm the SOW.

Activities	Timing*
Workplan Development and Project Planning • Develop and refine workplan • Kick-off meeting with MCHHS • Schedule bi-weekly check-in meetings	January 2022
Strategic Consultation • Participate in bi-weekly CalAIM Steering Committee meetings with MCHHS • Initial CalAIM training • Presentation/training on PATH/IPP	January – June 2022
ECM Community Supports Landscape Analysis • Document collection and reviews • Interviews • Analysis • Report • Presentation	January – June 2022

Attachment: First Amendment - Exhibit A (RES-2022-212 : First Amendment - Agreement with Aurrera Health Group for CalAIM)

Attachment: First Amendment - Aurrera Health Group Agreement 2022v4 (RES-2022-212 : First Amendment - Agreement with Aurrera Health

FIRST AMENDMENT TO AGREEMENT FOR CONSULTANT SERVICES

THIS FIRST AMENDMENT TO AGREEMENT FOR CONSULTANT 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 Aurrera Health Group, hereinafter referred to as **"Contractor."**

WHEREAS, County and **Contractor** have heretofore entered into an Agreement dated January 4, 2022, wherein **Contractor** agreed to provide consultant services; and

WHEREAS, County and **Contractor** desire to amend said Agreement to change the scope of work and compensation to be provided to **Contractor**;

NOW THEREFORE, the parties hereto in consideration of the mutual covenants herein recited, hereby agree as follows:

1. Paragraph 2, "SERVICES" and Exhibit A, "Scope of Work" are hereby amended to provide that C**ontractor** agrees to provide the following additional services: modifications to ECM/Community Supports Strategic Consultation and High-Level Timeline. Exhibit A attached to the January 4, 2022 Agreement is replaced by Exhibit A attached to this First Amendment.
2. Paragraph 3, "Compensation" and Exhibit B, "Cost Proposal" are hereby amended. The hourly rate in Exhibit B is modified to provide: "Consultant services will be provided on an hourly basis at a rate of $250 per hour."

Except as herein amended, the Agreement dated January 4, 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	CONTRACTOR
_____	_____
Rosemarie Smallcombe, Chair Board of Supervisors	Jennifer Ryan, Executive Vice President Aurrera Health Group
COUNTERSIGNED: *(Government Code §25103)*	APPROVED AS TO FORM:
_____	_____
Rene LaRoche Clerk of the Board	Steven W. Dahlem County Counsel

Attachment: First Amendment - Aurrera Health Group Agreement 2022v4 (RES-2022-212 : First Amendment - Agreement with Aurrera Health

MARIPOSA COUNTY

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

RESOLUTION - ACTION REQUESTED 2022-7

MEETING: January 4, 2022

TO: The Board of Supervisors

FROM: Shannon Gadd, Health and Human Services Agency Director

RE: Agreement with Aurrera Health Group for CalAIM

RECOMMENDATION AND JUSTIFICATION:
Approve an Agreement with Aurrera Health Group, LLC to provide consultant services to implement initiatives related to California Advancing and Innovating Medi-Cal (CalAIM) in an amount not to exceed $84,000; and authorize the Board of Supervisors Chair to sign the Agreement.

CalAIM is a multi-year process led by the California Department of Health Care Services (DHCS) to improve the health outcomes and quality of life experienced by Medi-Cal enrollees.

CalAIM's bold transformation will align all elements of Medi-Cal into a system that is standardized, simplified, and focused on helping enrollees live healthier lives. Success requires the investment and sustained commitment of a broad network of health partners, including plans, providers, and community-based organizations, with incentives to achieve high quality of service. When CalAIM is fully implemented, Medi-Cal will better serve and benefit enrollees because it will be a seamless and streamlined health care system.

CalAIM seeks to transform health care for Californians through:

Population Health Management

Managed care plans will be required to implement a whole-system, person-centered strategy that includes assessments of each enrollee's health risks and health-related social needs, focuses on wellness and prevention, and provides case management and care transitions across delivery systems and settings.

Enhanced Care Management

Enhanced Care Management is person-centered care management provided to the highest-need Medi-Cal enrollees, primarily through in-person engagement where enrollees live, seek care, and choose to access services.

Community Supports (also known as "In Lieu of Services")

Medi-Cal managed care plan partners will begin offering "Community Supports," such

Attachment: Aurrera Health Group - CalAIM - 2022 - Wsignatures - Res. #2022-7 (RES-2022-212 : First Amendment - Agreement with Aurrera

as housing supports and medically tailored meals, which will play a fundamental role in meeting enrollees' needs for heath and health-related services that address social drivers of health.

New Dental Benefits

CalAIM will expand key dental benefits statewide, including a tool to identify risk factors of dental decay, and silver diamine fluoride for children and certain high-risk populations. Statewide pay-for-performance initiatives will reward dental providers for focusing on preventive services and continuity of care.

Behavioral Health Delivery System Transformation

DHCS will strengthen the state's behavioral health continuum of care for all Californians and promote better integration with physical health care. CalAIM will streamline policies to improve access to behavioral health services, simplify how these services are funded, and support administrative integration of mental illness and substance use disorders treatment.

Services and Supports for Justice-Involved Adults and Youth

These initiatives help California address poor health outcomes and disproportionate risk of illness and accidental death among justice-involved Medi-Cal eligible adults and youth as they re-enter their communities.

Transition to Statewide Dual Eligible Special Needs Plans and Managed Long-Term Services and Supports

CalAIM will expand statewide a special kind of managed care plan that coordinates all Medicare and Medi-Cal benefits in one plan for enrollees who are eligible for both programs. CalAIM will also transition Medi-Cal to statewide managed long-term services and supports for dual eligible enrollees to better coordinate care, simplify administration and provide a more integrated experience.

Standard Enrollment with Consistent Managed Care Benefits

To improve each enrollee's experience, CalAIM will expand the use of managed care plans and standardize benefits so that each enrollee will have access to a consistent set of services, no matter where they live.

Delivery System Transformation

CalAIM will explore other ways to improve care, including developing a long-term plan of action for foster youth; seeking a federal waiver for short-term residential treatment for enrollees with a Serious Mental Illness or Serious Emotional Disturbance; and piloting full integration of physical health, behavioral health, and dental health in one managed care plan.

Aurrera's scope of work is presented according to primary buckets of activities, including: (1) workplan development and project planning; (2) strategic consultation;

Attachment: Aurrera Health Group - CalAIM - 2022 - Wsignatures - Res. #2022-7 (RES-2022-212 : First Amendment - Agreement with Aurrera

and (3) landscape analysis.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board of Supervisors approved the First Amendment to the existing agreement with Aurrera Health Group on June 1, 2021 through Resolution No. 2021-313.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Without approval, HHSA will be hard pressed to find the subject matter expertise necessary to successfully implement a key state initiative for Mariposa County.

FINANCIAL IMPACT:
Additional funds will be allocated to HHSA by DHCS for these additional activities. Budget adjustment will follow after our implementation plan is approved by DHCS. There is no impact to the County General Fund.

ATTACHMENTS:
Aurrera Health Group Agreement_Mariposa_Dec 20 2021 (PDF)

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

Attachment: Aurrera Health Group - CalAIM - 2022 - Wsignatures - Res. #2022-7 (RES-2022-212 : First Amendment - Agreement with Aurrera

Attachment: Aurrera Health Group - CalAIM - 2022 - Wsignatures - Res. #2022-7 (RES-2022-212 : First Amendment - Agreement with Aurrera

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this 4th day of January, 20222, by and between the County of Mariposa, a political subdivision of the State of California, ("County"), and Aurrera Health Group ("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 January 4, 2022 and terminate on June 30, 2022 unless extended as provided by this Agreement.

2. SERVICES

Contractor shall perform consultant 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 $84,000. Contractor's rates are listed in Exhibit B, "Cost Proposal." County shall pay Contractor within thirty (30) of receipt of an approved invoice.

4. INSURANCE

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

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

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

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

(4) Professional Liability (Errors and Omissions): Insurance appropriate to Contractor's profession, with a limit of no less than $2,000,000 per occurrence or claim, $2,000,000 aggregate.

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, County requires and shall be entitled to the broader coverage and/or higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to County.

B. OTHER INSURANCE PROVISIONS

The insurance policies are to contain, or be endorsed to contain, the following provisions:

(1) Additional Insured Status: County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 forms if a later edition is used).

(2) Primary Coverage: For any claims related to this Agreement, Contractor's insurance coverage shall be primary insurance as respects County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

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

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

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

(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.

Attachment: Aurrera Health Group - CalAIM - 2022 - Wsignatures - Res. #2022-7 (RES-2022-212 : First Amendment - Agreement with Aurrera

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

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

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

5. HOLD HARMLESS/INDEMNIFICATION

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

6. INDEPENDENT CONTRACTOR

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

7. PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)

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

Attachment: Aurrera Health Group - CalAIM - 2022 - Wsignatures - Res. #2022-7 (RES-2022-212 : First Amendment - Agreement with Aurrera

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:
Aurrera Health Group
1400 K Street
Suite 204
Sacramento, CA 95814

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

Attachment: Aurrera Health Group - CalAIM - 2022 - Wsignatures - Res. #2022-7 (RES-2022-212 : First Amendment - Agreement with Aurrera

discrimination, including, but not limited to, discrimination based upon a person's race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship, or sexual orientation, as prohibited by state or federal law.

13. PUBLIC RECORDS ACT

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

14. ENTIRE AGREEMENT AND MODIFICATION

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

15. ENFORCEABILITY AND SEVERABILITY

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

16. TERMINATION AND RIGHTS UPON TERMINATION

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

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

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

Attachment: Aurrera Health Group - CalAIM - 2022 - Wsignatures - Res. #2022-7 (RES-2022-212 : First Amendment - Agreement with Aurrera

17. NO WAIVER

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

18. DISPUTES

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

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

19. CAPTIONS

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

20. NUMBER AND GENDER

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

21. MANDATORY AND PERMISSIVE

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

22. SUCCESSORS AND ASSIGNS

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

23. COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA"), Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or

Attachment: Aurrera Health Group - CalAIM - 2022 - Wsignatures - Res. #2022-7 (RES-2022-212 : First Amendment - Agreement with Aurrera

adopted by a person with the intent to sign the electronic record pursuant to the CUETA, as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

24. OTHER DOCUMENTS

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

25. CONTROLLING LAW

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

26. AUTHORITY

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

27. NEGOTIATED AGREEMENT

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

28. NO RELIANCE ON REPRESENTATIONS

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

Attachment: Aurrera Health Group - CalAIM - 2022 - Wsignatures - Res. #2022-7 (RES-2022-212 : First Amendment - Agreement with Aurrera

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

648C51A5609
Rosemarie Smallcombe
ZorroSign

Rosemarie Smallcombe, Chair
Board of Supervisors

CONTRACTOR

648C51A561D
ZorroSign

Jennifer Ryan, Executive Vice President
Aurrerra Health Group

COUNTERSIGNED:
(Government Code §25103)

648C51A5613
René LaRoche
ZorroSign

Rene LaRoche
Clerk of the Board

APPROVED AS TO FORM:

648C51A55FF
Steven W. Dahlem
ZorroSign

Steven W. Dahlem
County Counsel

Attachment: Aurrera Health Group - CalAIM - 2022 - Wsignatures - Res. #2022-7 (RES-2022-212 : First Amendment - Agreement with Aurrera

Attachment: Aurrera Health Group - CalAIM - 2022 - Wsignatures - Res. #2022-7 (RES-2022-212 : First Amendment - Agreement with Aurrera

Exhibit A
SCOPE OF WORK

Aurrera Health's proposed SOW is presented according to primary buckets of activities, including: (1) workplan development and project planning; (2) strategic consultation; and (3) landscape analysis. Aurrera Health will coordinate with MCHHS to refine the SOW as needed.

1. Workplan Development and Project Planning (January)

   Upon completion of the project SOW and contract, Aurrera Health will develop a detailed project workplan for MCHHS review and begin scheduling and other administrative activities to launch the work. Specific activities will include:

   - Develop initial project workplan.
   - Host a kick-off meeting with MCHHS to discuss the workplan and project objectives.
   - Schedule bi-weekly check-in meetings with MCHHS.

2. Strategic Consultation (January – June)

   Aurrera Health will provide subject matter expertise and consultation to inform MCHHS decision-making for initiatives under CalAIM. Aurrera Health will participate in MCHHS's bi-weekly CalAIM Steering Committee meetings to support MCHHS in workplan development, strategic decision-making, and anticipating challenges and opportunities that may arise, including how decisions regarding CalAIM may impact or intersect with other County objectives, such as Medi-Cal managed care plan reprocurement. Aurrera Health will also provide flexible support to ensure consultation is responsive to questions and issues as they develop. In addition to participating in CalAIM Steering Committee meetings, strategic consultation activities may include a variety of activities including reviewing documents and participating in additional meetings as needed. Additional tasks or deliverables can be requested at any time through Aurrera Health's scope management process.

3. Landscape Analysis (January - March) Aurrera Health will conduct a landscape analysis to assess the County's experience, capacity, and readiness as they relate to participation in ECM and Community Supports. Analysis will include assessments of current services and populations served, staff capacity, data systems and technical sophistication, relationships with providers and health plans, feasibility for short-term growth, and other internal and external factors. Specific activities will include:

   - Review county documents, such as organizational charts, program overviews, and funding streams.
   - Conduct 5 -7 interviews with county staff.
   - Produce a report with a detailed review of findings from the landscape analysis, recommendations for participation in ECM and Community Supports, and

opportunities to leverage funding within and outside of the County to support implementation.

High-Level Timeline

The following table provides a high-level, anticipated timeline for project activities. Project activities and timing for specific deliverables will be included in the project workplan once Aurrera Health and MCHHS confirm the SOW.

Activities	Timing*
Workplan Development and Project Planning • Develop and refine workplan • Kick-off meeting with MCHHS • Schedule bi-weekly check-in meetings	January 2022
Strategic Consultation • Participate in bi-weekly CalAIM Steering Committee meetings with MCHHS • Flexible consultation activities	January – June 2022

Attachment: Aurrera Health Group - CalAIM - 2022 - Wsignatures - Res. #2022-7 (RES-2022-212 : First Amendment - Agreement with Aurrera

Exhibit B
COST PROPOSAL

Consultant services will be provided on an hourly basis at a rate of $300 per hour. Aurrera Health estimates a total of 280 hours to execute the proposed scope of work for a total NTE budget of $84,000. The following are estimated hours by project components:

- Workplan Development & Project Management: ~22 hours
- Strategic Consultation: ~153 hours (including Steering Committee meetings, biweekly project check-ins, and up to 50 hours of flexible support)
- Landscape Analysis: ~105 hours

Attachment: Aurrera Health Group - CalAIM - 2022 - Wsignatures - Res. #2022-7 (RES-2022-212 : First Amendment - Agreement with Aurrera

MARIPOSA COUNTY

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

RESOLUTION - ACTION REQUESTED 2022-213

MEETING: April 5, 2022

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: Second Amendment - SQHSF Agreement for Short Term Residential Therapeutic Program

---

RECOMMENDATION AND JUSTIFICATION:
Approve Second Amendment to Agreement with Sierra Quest Human Services Foundation Increasing the Amount by $150,000 for a New Amount Not to Exceed $250,000; and Authorize the Board of Supervisors Chair to Sign the Amendment.

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

Currently, Sierra Quest has a maximum capacity of 12 clients for STRTP. Treatment received by these clients has proven to be valuable in successfully providing services on site and at any hour of the day. Specific services under this program include mental health services, targeted case management, crisis intervention, and medication support.

Due to services requirements exceeding initially anticipated levels, Health and Human Services Agency requests a resolution to increase the agreement amount by $150,000 to ensure that services are uninterrupted for the remainder of the agreement term.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board of Supervisors approved an agreement for STRTP with Sierra Quest Human Services Foundation on July 6, 2021 through Resolution No. 2021-391.

The Board of Supervisors approved the First Amendment to the current agreement with Sierra Quest on October 12, 2021 through Resolution No. 2021-570.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If the amendment is not approved, we create the risk of not meeting our financial obligation to a valuable service provider.

FINANCIAL IMPACT:

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

ATTACHMENTS:
Second Amendment - Sierra Quest HF Agreement 2022v2 (PDF)
Second Amendment - Exhibit B SQHSF Agreement 2022 (PDF)
1st Amendment-Sierra Quest Human Services Foundations 2022 - Wsignatures - 21-570 (PDF)
Sierra Quest HSF - STRTP - 2022 - Wsignatures - Res. #2021-391 (PDF)

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

Attachment: Second Amendment - Sierra Quest HF Agreement 2022v2 (RES-2022-213 : Second Amendment - SQHSF Agreement for Short Term

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

THIS SECOND AMENDMENT TO AGREEMENT FOR SPECIALTY MENTAL HEALTH SERVICES IN A SHORT-TERM RESIDENTIAL THERAPEUTIC PROGRAM, 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 Sierra Quest Human Services Foundation, hereinafter referred to as **"Contractor."**

WHEREAS, County and **Contractor** have heretofore entered into an Agreement dated July 6 2021, wherein **Contractor** agreed to provide specialty mental health services in a short-term residential therapeutic program; and

WHEREAS, County and **Contractor** have heretofore entered into a First Amendment dated October 12, 2021, wherein the insurance requirements for Commercial General Liability and Professional Liability were modified; 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 B, "COST PROPOSAL" are hereby amended to provide that an additional $150,000 will be added to the original amount of $100,000, making the total compensation paid to **Contractor** the not to exceed amount of $250,000.

Except as herein amended, the Agreement dated July 6, 2021, together with the First Amendment dated October 12, 2021, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed on the date first above written.

COUNTY OF MARIPOSA	CONTRACTOR
_____	_____
Rosemarie Smallcombe, Chair Board of Supervisors	Scott Seymour, Executive Director Sierra Quest Human Services Foundation
COUNTERSIGNED: *(Government Code §25103)*	APPROVED AS TO FORM:
_____	_____
Rene LaRoche Clerk of the Board	Steven W. Dahlem County Counsel

Attachment: Second Amendment - Sierra Quest HF Agreement 2022v2 (RES-2022-213 : Second Amendment - SQHSF Agreement for Short Term

Second Amendment - Exhibit B
COST PROPOSAL

The Contractor will invoice Behavioral Health and Recovery Services (**BHRS**) division within Mariposa County Health and Human Services Agency (**HHSA**) monthly based on hourly totals. Services will be provided at a rate of $148.80 per hour. HHSA will reimburse at a rate of $275.10 for medication management services provided by a licensed psychiatrist. The rate may increase to 10% during the agreement period and will be effective on the date of services. The contractor is not to exceed $250,000.

Attachment: Second Amendment - Exhibit B SQHSF Agreement 2022 (RES-2022-213 : Second Amendment - SQHSF Agreement for Short Term

MARIPOSA COUNTY

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

RESOLUTION - ACTION REQUESTED 2021-570

MEETING: October 12, 2021

TO: The Board of Supervisors

FROM: Shannon Gadd, Health and Human Services Agency Director

RE: First Amendment - Sierra Quest Human Services Foundation Agreement for STRTP

RECOMMENDATION AND JUSTIFICATION:
Approve a First Amendment to Agreement with Sierra Quest Human Services Foundation modifying specific insurance requirements; and authorize the Board of Supervisors Chair to sign the amendment.

This amendment combines and adjusts the liability insurance limits for a provider that has three active agreements with the County. There is no change in the provider's compensation under the agreements.

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

During the current agreement, insurance payments incurred by SQHSF have proven to be cost prohibitive and run the risk of impacting its ability to provide existing services. Treatment received by SQHSF for Health and Human Services Agency (HHSA) clients has proven to be valuable in successfully providing services on site and at any hour of the day. As a means of maintaining this valuable relationship, this amendment requests that the insurance requirements related to Commercial General Liability and Professional Liability change to limits of $1,000,000 per occurrence and $3,000,000 for aggregate.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board of Supervisors approved the current agreement for STRTP with Sierra Quest Boys Academy on July 6, 2021 through Resolution No. 2021-391.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If the amendment is not approved, HHSA may lose a valuable partner and may have longer wait times for clients to be served. Also, youth clients may not be served according to the higher standards of the Short-Term Residential Therapeutic Program

Attachment: 1st Amendment-Sierra Quest Human Services Foundations 2022 - Wsignatures - 21-570 (RES-2022-213 : Second Amendment -

(STRTP).

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

ATTACHMENTS:
1st Amendment-Sierra Quest Human Services Foundations 2022v2 (PDF)
Sierra Quest HSF - STRTP - 2022 - Wsignatures - Res. #2021-391 (PDF)

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

Attachment: 1st Amendment-Sierra Quest Human Services Foundations 2022 - Wsignatures - 21-570 (RES-2022-213 : Second Amendment -

Attachment: 1st Amendment-Sierra Quest Human Services Foundations 2022 - Wsignatures - 21-570 (RES-2022-213 : Second Amendment -

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

THIS FIRST AMENDMENT TO AGREEMENT FOR SPECIALTY MENTAL HEALTH SERVICES IN A SHORT-TERM RESIDENTIAL THERAPEUTIC PROGRAM, is made and entered into this 12th day of October 2021, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as **"County,"** and Sierra Quest Human Services Foundation, hereinafter referred to as **"Contractor."**

WHEREAS, County and **Contractor** have heretofore entered into an Agreement dated July 6, 2021, wherein **Contractor** agreed to provide specialty mental health services in a short term residential therapeutic program; and

WHEREAS, County and **Contractor** desire to amend said Agreement to modify the insurance requirements of the Agreement;

NOW THEREFORE, the parties hereto in consideration of the mutual covenants herein recited, hereby agree as follows:

1. Paragraph 4.A(1), "Commercial General Liability (CGL)," is hereby amended to provide that C**ontractor** agrees to the following insurance requirements: *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, the general aggregate limit shall be $3,000,000.*
2. Paragraph 4.A(4), "Professional Liability (Errors and Omissions)," is hereby amended to provide that Contractor agrees to the following insurance requirements: *Professional Liability (Errors and Omissions): Insurance appropriate to Contractor's profession, with a limit of no less than $1,000,000 per occurrence or claim, $3,000,000 aggregate.*

Except as herein amended, the Agreement dated July 6, 2021 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed on the date first above written.

COUNTY OF MARIPOSA

61101C564A5
Marshall Long
ZorroSign

Marshall Long, Chair
Board of Supervisors

CONTRACTOR

61101C564B9
ZorroSign

Scott Seymour, Executive Director
Quest Community Counseling Services

COUNTERSIGNED:
(Government Code §25103)

61101C564AF
Tracy Gauthier
ZorroSign

Rene LaRoche
Clerk of the Board

APPROVED AS TO FORM:

61101C5649B
Steven W. Dahlem
ZorroSign

Steven W. Dahlem
County Counsel

Attachment: 1st Amendment-Sierra Quest Human Services Foundations 2022 - Wsignatures - 21-570 (RES-2022-213 : Second Amendment -

MARIPOSA COUNTY

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

RESOLUTION - ACTION REQUESTED 2021-391

MEETING: July 6, 2021

TO: The Board of Supervisors

FROM: Shannon Gadd, Health and Human Services Agency Director

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

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RECOMMENDATION AND JUSTIFICATION:
Approve an agreement with Sierra Quest Human Services Foundation in an amount not to exceed $100,000 to provide mental health services for Health and Human Services Agency (HHSA) clients; and authorize the Board of Supervisors Chair to sign the agreement.

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

Currently, Sierra Quest has a maximum capacity of 12 clients for STRTP. Treatment received by these clients has proven to be valuable in successfully providing services on site and at any hour of the day. Specific services under this program include mental health services, targeted case management, crisis intervention, and medication support.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board of Supervisors approved an agreement for STRTP with Sierra Quest Boys Academy on June 9, 2020 through Resolution No. 2020-301.

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

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

Attachment: Sierra Quest HSF - STRTP - 2022 - Wsignatures - Res. #2021-391 (RES-2022-213 : Second Amendment - SQHSF Agreement for

ATTACHMENTS:
Sierra Quest Human Services Foundation 2022 Agreement (PDF)

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

Attachment: Sierra Quest HSF - STRTP - 2022 - Wsignatures - Res. #2021-391 (RES-2022-213 : Second Amendment - SQHSF Agreement for

Attachment: Sierra Quest HSF - STRTP - 2022 - Wsignatures - Res. #2021-391 (RES-2022-213 : Second Amendment - SQHSF Agreement for

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

THIS AGREEMENT ("Agreement") is made and entered into this 6th day of July, 2021, by and between the County of Mariposa, a political subdivision of the State of California, ("County"), and Sierra Quest Human Services Foundation ("Contractor"), pursuant to the following terms and conditions.

W I T N E S S E T H:

1. TERM

The term of this Agreement shall commence on July 1, 2021 and terminate on June 30, 2022 unless extended as provided by this Agreement.

2. SERVICES

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

3. COMPENSATION

Contractor shall be compensated for services performed in an amount not to exceed $100,000. Contractor's rates are listed in Exhibit B, "Cost Proposal." County shall pay Contractor within thirty (30) of receipt of an approved invoice.

4. INSURANCE

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

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

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

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

(4) Professional Liability (Errors and Omissions): Insurance appropriate to Contractor's profession, with a limit of no less than $2,000,000 per occurrence or claim, $2,000,000 aggregate.

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, County requires and shall be entitled to the broader coverage and/or higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to County.

B. OTHER INSURANCE PROVISIONS

The insurance policies are to contain, or be endorsed to contain, the following provisions:

(1) Additional Insured Status: County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 forms if a later edition is used).

(2) Primary Coverage: For any claims related to this Agreement, Contractor's insurance coverage shall be primary insurance as respects County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

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

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

(5) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by County. County may require Contractor to

Attachment: Sierra Quest HSF - STRTP - 2022 - Wsignatures - Res. #2021-391 (RES-2022-213 : Second Amendment - SQHSF Agreement for

purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

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

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

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

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

5. HOLD HARMLESS/INDEMNIFICATION

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

6. INDEPENDENT CONTRACTOR

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

7. PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)

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

Attachment: Sierra Quest HSF - STRTP - 2022 - Wsignatures - Res. #2021-391 (RES-2022-213 : Second Amendment - SQHSF Agreement for

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:
Sierra Quest Human Services Foundation
6986 Scott Road
Mariposa, CA 95338

COUNTY:
Lynn Rumfelt
County of Mariposa
5362 Lemee Lane
P.O. Box 99
Mariposa, CA 95338

Attachment: Sierra Quest HSF - STRTP - 2022 - Wsignatures - Res. #2021-391 (RES-2022-213 : Second Amendment - SQHSF Agreement for

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,

Attachment: Sierra Quest HSF - STRTP - 2022 - Wsignatures - Res. #2021-391 (RES-2022-213 : Second Amendment - SQHSF Agreement for

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

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the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA, as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

24. OTHER DOCUMENTS

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

25. CONTROLLING LAW

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

26. AUTHORITY

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

27. NEGOTIATED AGREEMENT

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

28. NO RELIANCE ON REPRESENTATIONS

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

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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

53070E3B14D
Marshall Long
ZorroSign

Marshall Long, Chair
Board of Supervisors

CONTRACTOR

53070E3B161
ZorroSign

Scott Seymour, Executive Director

COUNTERSIGNED:
(Government Code §25103)

53070E3B157
René LaRoche
ZorroSign

Rene LaRoche
Clerk of the Board

APPROVED AS TO FORM:

53070E3B143
Steven W. Dahlem
ZorroSign

Steven W. Dahlem
County Counsel

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Exhibit A
SCOPE OF WORK

Sierra Quest Human Services Foundation agrees to the extent required by 42 U.S.C. 1171 et seq., Health Insurance Portability and Accountability Act of 1996 (HIPAA), to comply with applicable requirements of law and subsequent amendments relating to protected health information, as well as any task or activity contractor performs on behalf of County, to the extent County would be required to comply with such requirements.

The Contractor shall provide services under this Agreement as follows:

A. SHORT TERM RESIDENTIAL THERAPEUTIC PROGRAM (STRTP)

1. Contractor shall provide covered Specialty Mental Health Services (SMHS) for Medi-Cal beneficiaries zero to twenty-one who meet criteria for placement in an STRTP. Services will include the following:
    a. Mental Health Services
        i. Assessment services shall include a clinical analysis of the history and current status of a beneficiary's mental, emotional, or behavioral disorder; relevant cultural issues and history; diagnosis; and the use of testing procedures.

        ii. Plan Development shall consist of a service activity which includes development of client plans, approval of client plans, and/or monitoring of a beneficiary's progress.

        iii. Individual and Group Therapy shall be comprised of service activities which are therapeutic interventions that focus primarily on symptom reduction as a means to improve functional impairments. Therapy shall be focused on the goals identified in each child's Assessment and Treatment Plan. Individual Therapy shall be provided by BBS Licensed/Waived Mental Health Professionals (LPHA). Measurable long-term goals and short-term objectives shall be addressed with structured therapeutic interventions.

        iv. Family Therapy shall be focused on the problems of the client as a family member. Assessment of family dynamics contributing to the emotional disturbance of the client, problem solving techniques and communication skills are included in family therapy. Family therapy is imperative to the successful and sustainable reunification of the client with the family. Family Therapy shall be provided by BBS Licensed/Waived Mental Health Professionals (LPHA). Measurable long-term goals and short-term objectives shall be addressed with structured therapeutic interventions.

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v. Individual and Group Rehabilitation shall be comprised of service activities with individuals and groups of individuals that may consist of:
    1. Conducting activities that provide assistance in restoring or maintain an individual's functional skills, living skills, social skills, grooming and personal hygiene skills, meal preparation skills, medication compliance and support resources.
    2. Counseling of the individual and/or significant support persons when the individual is present.
    3. Training in leisure activities needed to achieve the individual's goals/desired results/personal milestones.
    4. Medication education.
    5. May be face to face or by telephone with individual or significant support persons.

vi. Collateral Contact shall be with one or more significant support person(s) in the life of the client. This may include consultation and training to assist in better utilization of services and understanding mental illness. Collateral services shall include, but are not limited to, helping significant support person(s) to understand and accept the client's condition and involves them in a treatment service planning and implementation of the client plan.

vii. Intensive Home Base Services (IHBS) are intense, individualized, strength-based, and needs-driven interventions designed to ameliorate mental health conditions that interfere with a child/youth's functioning. They are aimed at helping the child/youth build skills necessary for successful functioning in the home and community and at improving the family's ability to help the child/youth successfully function in the home and community. IHBS services support the engagement and participation of the child/youth and his/her significant support persons and help the child/youth develop skills and achieve the goals and objectives of their plan.

b. Targeted Case Management
    i. Case Management services are activities provided by the program staff to access needed medical, education, social, prevocational, vocational, rehabilitative, or other needed community services for eligible individuals. May include consultation, communication, coordination and referral; monitoring of service delivery to ensure an individual's access to services; monitoring of the individual's progress; and placement services.

    ii. Intensive Care Coordination are key service components that must fully integrate a Child and Family Team (CFT) into the process and typically

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

1. Assessing: Client and family needs/strengths; The adequacy and availability of resources; Reviewing information from family and other sources; Evaluating effectiveness or previous interventions and activities.
2. Service Planning and Implementation: Developing a plan with specific goals, activities, and objectives; Ensuring the active participation of client and individuals involved and clarifying the roles of the individuals involved; identifying the interventions/course of action targeted at the client's and family's assessed needs.
3. Monitoring and Adapting: Monitoring to ensure that identified services and activities are progressing appropriately; Changing and redirecting actions targeted at the client's and family's assessed needs.
4. Transition: Developing a transition plan for the client and family to foster long term stability including the effective use of natural supports and community resources.

c. Crisis Intervention shall be provided by Contractor as needed. All staff working with the clients shall be trained in crisis intervention. Crisis intervention is an immediate response service enabling the client to cope with an urgent condition, while maintaining his/her status as a functioning community member to the greatest extent possible. A crisis service is an unplanned service that is targeted to reduce the chance that the client will develop an emergent psychiatric condition. Crisis intervention services shall be limited to stabilization of the problem that might lead to a psychiatric emergency.

d. Medication Support shall include prescribing, administering, dispensing and monitoring of psychiatric medications or biological necessary to alleviate the symptoms of mental illness which are provided by a staff person, within the scope of practice of his/her profession. Medication support services shall be provided within the staff person's scope of practice (Physician, Nurse Practitioner Registered Nurse, Licensed Vocational Nurse or Psychiatric Technician). Contractor's consulting Psychiatrist shall assess all clients. Clients who are prescribed medications will be seen more frequently. Clients who remain stable on medications may be seen for medication support services by Contractor's Psychiatrist twice a month. Those clients who are not yet stabilized may need to be seen more and pre-authorization will be

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requested. With the intensity of the diagnosis and age of the client, close evaluation of the clinical effectiveness and side effects of the medications is critical. New medications and changes in medications dosage require close monitoring. With Doctors orders, contractor's nursing staff will meet the client between visits with the Psychiatrist to evaluate the clinical effectiveness and side effects of medications. This service shall also include:

i. Evaluation of the need for medication
ii. Evaluation of clinical effectiveness and side effects of medication
iii. Obtaining informed consent
iv. Medication education (including discussing risks, benefits and alternatives with the individual or significant support persons)
v. Plan development related to the delivery of this service and/or to the status of the individual's community functioning
vi. Prescribing psychiatric medications

2. Contractor shall provide comprehensive mental health assessments for Medi-Cal beneficiaries zero to twenty-one to determine if they meet medical necessity for SMHS. This shall not include any assessment to determine if the individual meets criteria for STRTP placement.

3. Contractor shall provide services in accordance with MCBHRS Documentation Manual.

4. Contractor shall ensure that covered services are sufficient in amount, duration, or scope to reasonably be expected to achieve the purpose for which services are furnished. The Contractor shall not arbitrarily deny or reduce the amount, duration, or scope of a required service solely because of diagnosis, type, of illness, or condition of the beneficiary except as specifically provided in the medical necessity criteria applicable to the situation as provided in Title 9, California Code of Regulations (CCR), Sections 1820.205, 1830.205, and 1830.210.

5. The Contractor shall make covered services available in accordance with Title 9 CCR, Section 1810.345 and with Section 1810.405 with respect to timeliness of routine services. Clients shall be assessed with in 10 business days of admission to the STRTP. Psychiatric services are to be provided within 15 business days of request.

6. The Contractor shall provide County's Medi-Cal beneficiaries with County's most current beneficiary brochure and provider list when a Medi-Cal beneficiary first receives a specialty mental health service from Contractor or upon request. Contractor may obtain copies of County's beneficiary brochure and provider list from County.

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7. Contractor shall ensure that hours of operation are no less than the hours of operation offered to commercial enrollees, if enrollees of a commercial health plan receive services by Contractor.
8. Contractor shall participate in scheduled Child and Family Team (CFT) meetings as mandated within Continuum of Care Reform (CCR) and Katie A implementation standards. Contractor will implement a tracking system to ensure compliance with regulations and use tracking systems to report in mid-year and year end reports.

9. Contractor's staff shall be available 24 hours a day, seven days a week to provide SMHS on site for Medi-Cal beneficiaries who are placed at the STRTP.

10. Contractor shall utilize the "Child and Adolescent Needs and Strengths" (CANS-50) tool with the Medi-Cal beneficiaries ages six through twenty at assessment, every six months and discharge.

11. Contractor shall utilize the Pediatric Symptom Checklist (PSC-35) tool for MediCal beneficiaries ages three through seventeen at assessment, every six months and discharge.

12. Contractor shall provide results of internal surveys on the year-end report.

13. Medi-Cal beneficiaries shall receive the same level of service provided to all other clients served by Contractor. This requirement is a condition for reimbursement for specialty mental health services.

14. Contractor shall keep a record of those clients meeting Katie A subclass criteria. Contractor shall implement a system to consistently identify, track and report to County those meeting Katie A subclass criteria and report this information monthly, as well as in the mid-year and year-end reports.

15. Contractor shall hire, train and retain experienced and competent staff, who meet the standards in the current version of the STRTP Interim Licensing Standards.

16. Contractor shall employ Evidence-Based Practices within the program in an effort to increase achievement of the County's Performance Outcome Goals.

17. Contractor shall provide Substance Use Disorder (SUD) screening, assessment and referrals in addition to developing internal staff expertise related to SUD services.

18. Service Authorization Requests (SARS) are to be authorized for Kin-GAP and AAP only.

19. Contractor must ensure that all Presumptive Transfer documentation has been received for out of county Medi-Cal beneficiaries prior to placement in the STRTP.

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20. It is expected that the contractor shall provide covered SMHS in accordance with requirements of Assembly Bill 1299 (AB1299)/Presumptive Transfer. The contractor will implement a tracking system to ensure compliance with regulations and use the tracking system to report this information monthly, as well as in the mid and year end reports.

21. Contractor shall coordinate services, site changes, personnel reassignments, and caseload capacity with the Quality Assurance Unit.

22. Contractor shall actively engage in discharge planning for each Medi-Cal beneficiary from the day of admit to the STRTP, coordinating this with the members of the CFT. Discharge planning shall be a focus throughout treatment.

23. Contractor shall ensure that Medi-Cal beneficiaries transfer or step down to the appropriate level of service upon discharge from the STRTP.

24. Contractor shall assign one or more agency representatives to attend the County's scheduled Quality Improvement Committee (QIC).

25. Participate in monthly contract provider check ins with the County.

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B. PERFORMANCE OUTCOMES

1. It is expected that the youth's ability to function in the home, school and community will improve as indicated by youth report, caregiver report, school report/records, therapist evaluation.

2. It is expected that clients and families served by Contractor through this Agreement will report an overall positive response on consumer satisfaction surveys of at least 85%. Copies of the completed surveys should be clearly labeled and forwarded to County's Quality Assurance Unit.

3. It is expected that Contractor will have 85% or greater positive response on the consumer satisfaction survey for youth when asked the following question: "I am better able to cope when things go wrong."

4. It is expected that 90% of youth placed at the STRTP will have an assessment to determine eligibility for SMHS within five (5) business days of the placement at the STRTP. Contractor shall utilize a tracking system to measure this requirement. For good cause, Contractor shall notify the Quality Assurance Unit when unable to meet the assessment expectation.

5. It is expected that Contractor provides services and a stable environment in which youth can successfully transition into a lower level of placement with at least partially met treatment goals:
    a. Within six (6) months (25%)
    b. Not within six (6) months (25%)

6. It is expected that the Contractor will provide data on what placement and services youth are discharging into.

7. It is expected that youth at the STRTP will be provided services utilizing an Evidence Based Practice and that Contractor shall provide outcomes to County from that practice and the associated tool.

8. For those youth who remain in treatment at the STRTP for a six (6) month period or longer, it is expected that they will have a reduction in psychiatric hospitalizations during treatment at the STRTP in comparison to the six (6) month period prior to placement at the STRTP.

9. It is expected that 30% of the youth receiving treatment at the STRTP will show progress in the three (3) areas on the CANS that have the highest percentage of youth with an actionable need on the initial CANS during the reporting period. The Contractor shall report CANS outcomes in the mid-year and end of year reports.

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10. It is expected that 90% of youth who have successfully completed treatment have a scheduled appointment for outpatient services within fourteen (14) business days of discharge.

11. It is expected that 80% of children receiving services will have a Primary Care Physician (PCP) noted in the database.

12. It is expected that the Contractor will make Primary Care Physician (PCP) contact for 70% of those children receiving services with PCP's during the term of this Agreement.

13. Contractor shall work toward BHRS standard with regard to timeliness of service documentation from 0-3 day in the EHR. Contractor shall meet compliance standards of 90% and report out data at Mid-Year and Year-End Reports.

C. AUTHORIZATION

1. All services must have prior authorization by County's Utilization Management. Services Shall be authorized only for those clients noted as Severely Mentally Ill or Severely Emotionally Disabled. All mild to moderate cases shall be referred to the appropriate Medi-Cal Managed Care Plan.

2. Contractor shall complete and authorize initial Client Care Plan. At any time, County may require the authorization of an initial Client Care Plan be done through Utilization Management. Each subsequent Client Care Plan shall be submitted to Utilization Management prior to the expiration of the previous authorization to receive a new authorization for the upcoming year.

D. NONDISCRIMINATION

1. During the performance of this Agreement, Contractor and its officers, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state or local law, rule or regulation against any employee, applicant for employment, unpaid intern, volunteer, independent contractor, or person receiving services under this Agreement because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition (including genetic characteristics), marital status, age (over 40), political affiliation or belief, gender/sex, sexual orientation, gender identity, gender expression, or military or veteran status. Contractor and its officers, employees, agents, representatives or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the County's nondiscrimination policy; the Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Federal Regulations.

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2. Consistent with the requirements of applicable Federal or State Law, the Contractor shall not engage in any unlawful discriminatory practices in the admission of clients, assignment of accommodations, treatment, evaluation, or in any other respect on the basis of race, color, gender, religion, marital status, national origin, age (over 40), sexual preference, or mental or physical disability (including individuals with AIDS or those with a record of or who are regarded as having a substantially limiting impairment), or medical condition (cancer-related), pregnancy related condition, or political affiliation or belief. This policy shall be in writing, in English and Spanish. It shall be posted in all public areas.

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

4. Contractor shall provide a system by which recipient of service shall have the opportunity to express and have considered their views, grievance, and complaints regarding Contractor's delivery of services.

E. BILLING AND PAYMENT

1. County shall reimburse Contractor for only those services that were authorized and approved by local or State entities. County shall reconcile payments, which have been made for these services, periodically. The reconciliation will be based upon the total authorized and approved units of service captured in County's Electronic Health Record (EHR).

2. Upon request by County, Contractor shall repay County for audit exceptions as a function of BHRS, State, or Federal Medi-Cal audits which occur within the next five (5) fiscal years for the applicable fiscal year, within thirty (30) days from date of request, unless otherwise negotiated with County.

3. Payment by County to Contractor shall be payment in full for services provided and documented fully.

4. Contractor shall hold harmless both the State and Medi-Cal beneficiaries in the event County cannot or will not pay for services performed by Contractor pursuant to this Agreement.

5. Both parties acknowledge that the State of California will continue to seek State or Federal revenue enhancements throughout the term of this Agreement. If a specific strategy adopted by the State affects the funding that County uses to support this Agreement, the parties agree to re-negotiate the applicable terms.

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6. Final payment for services provided under the terms of this Agreement may be withheld pending fiscal reconciliation.
7. In consideration of Contractor's provision of services under the terms of this Agreement, the total maximum amount payable for all salaries, benefits and other operating costs shall not exceed $100,000 during the term of this Agreement. County shall reimburse Contractor as detailed in the following:

8. County shall reimburse Contractor for any undisputed invoices, which County and Contractor agree represent the costs of delivering the services required under the terms of this Agreement for the period covered by the invoice, within 45 days of invoice receipt. Contractor agrees that the monthly invoices represent an estimate of the actual program costs and not a final settlement for the costs of delivering the services under the terms of this Agreement. Contractor shall manage the program operations and program costs to insure the provision of services for the full term of this Agreement.

9. Monthly invoices shall be equal to the monthly program costs for delivering the services required under the terms of this Agreement. Contractor shall provide a monthly expenditure report to accompany the invoice in support of the program costs.

10. Contractor shall submit invoices and expenditure reports electronically to lrumfelt@mariposacounty.org, or by mail to the following address:
    a. Mariposa County Behavioral Health & Recovery Services (MCBHRS)
       5362 Lemee Lane
       Mariposa, CA 95338
       Attention: Lynn Rumfelt

11. FFP revenue projections are based on year to date actual approved and authorized Medi-Cal units of service. Denied, disallowed, and unauthorized units shall be considered as non-contributory towards Contractor's generation of FFP.

12. In the event denied, disallowed and unauthorized units increase Contractor's stated "County Net Cost", Contractor shall be liable for these increased costs. Actual and projected FFP revenue shall be reviewed at regular monitoring meetings by County and Contractor during the term of this Agreement. In the event the FFP revenue projected through the term of this Agreement does not meet the budgeted amount necessary to support the program expenditures, Contractor shall submit a plan to increase the FFP revenue or reduce the operating costs of delivering the services required in this Agreement.

13. Contractor shall submit a fiscal year-end cost report to County, upon request from County, by September 30th following the close of a fiscal year. County shall process a preliminary settlement to the Contractor's actual costs of delivering the services and estimated Medi-Cal

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units of service produced during the term of this Agreement in approximately January. County and Contractor shall agree that the approved units of services from the County Electronic Health Record and the actual program costs are the actual services and costs used for purposes of this contract and final cost report settlement. After completing its preliminary settlement, County shall notify Contractor if funds are due to the Contractor. If funds are due to County, County shall invoice Contractor and Contractor shall return the overpayment to County. During the multiple phases of the cost report reconciliation and settlement process, FFP revenue loss on any denied, disallowed and unauthorized units resulting in the Contractor exceeding the Net County Cost specified herein in Section D of Exhibit A, as well as any units denied, disallowed and unauthorized as a result of state or federal audits shall be billed to the Contractor. Settlement is limited to the Contract Maximum and is also limited to the Net County Cost after applying the FFP revenue.

14. Contractor shall be at risk for shortfalls in FFP revenue and is therefore accountable for submitting/entering services that are eligible for reimbursement into the County Electronic Health Record (EHR).

F. CREDENTIALING AND RE-CREDENTIALING

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

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

1. Credentialing:
    a. For all licensed, waivered, registered and/or certified providers, Contractor must verify and document the following items through a primary source as applicable. The listed requirements are not applicable to all provider types. When applicable to the provider type, the information must be verified by Contractor unless Contractor can demonstrate the required information has been previously verified by the applicable licensing, certification and/or registration board.
        i. The appropriate license and/or board certification or registration, as required for the particular provider type;
        ii. Evidence of graduation or completion of any required education, as required for the particular provider type;

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iii. Proof of completion of any relevant medical residency and/or specialty training, as required for the particular provider type; and
iv. Satisfaction of any applicable continuing education requirements, as required for the particular provider type.

b. In addition, Contractor must verify and document the following information from each provider, as applicable, but need not verify this information through a primary source:
i. Work history;
ii. Hospital and clinic privileges in good standing;
iii. History of any suspension or curtailment of hospital and clinic privileges;
iv. Current Drug Enforcement Administration identification number;
v. National Provider Identifier number;
vi. Current malpractice insurance in an adequate amount, as required for the particular provider type;
vii. History of liability claims against the provider;
viii. Provider information, if any, entered in the National Practitioner Data Bank, when applicable. See https://www.npdb.hrsa.gov/;
ix. History of sanctions from participating in Medicare and/or Medi-Cal: providers terminated from either Medicare or Medi-Cal, or on the Suspended and Ineligible Provider List, may not participate in County's provider network. This list is available at: http://files.medical.ca.gov/pubsdoco/SandILanding.asp; and
x. History of sanctions or limitations on the provider's license issued by any state's agencies or licensing boards.

2. Attestation
a. For all providers who deliver covered services, each provider's application to contract with County must include a signed and dated statement attesting to the following:
i. Any limitations or inabilities that affect the provider's ability to perform any of the position's essential functions, with or without accommodation;
ii. A history of loss of license or felony conviction;
iii. A history of loss or limitation of privileges or disciplinary activity;
iv. A lack of present illegal drug use; and
v. The application's accuracy and completeness.

3. Re-credentialing
a. County will maintain credential record. Provider must notify County within 24 hours of any change of status.
4. Any licenses, certificates, or permits required by the Federal, State, County, or municipal governments for Contractor to provide the services and work described in this Agreement must be procured by Contractor and be valid at the time Contractor enters into this

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Agreement. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, professional licenses or certificates, and business licenses. Such licenses, certificates, and permits shall be procured and maintained in force by Contractor at no expense to County.

G. MEDI-CAL CERTIFICATION

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

2. The storage and dispensing of medications on site shall be in compliance with all pertinent State and Federal standards.

H. CULTURAL COMPETENCY

1. Contractor shall ensure that cultural competency is integrated into the provision of services. The terms of this section of the Agreement shall be reviewed during contract monitoring meetings.

2. County will maintain the current Cultural Competence Plan Requirement (CCPR) and its updates on the County website. Contractor shall review and attend trainings as outlined.

3. Contractor shall adhere to the provisions of the County CCPR, as submitted and updated, and provide information as required for submitting and updating the CCPR.

4. Contractor shall document evidence that interpreter services are offered and provided for threshold languages at all points of contact. Contractor shall also document the response to the offer of interpreter services.

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5. Contractor shall document its certified bilingual staff, including their title and languages and shall have the documentation readily available. Protocols on how to request interpreters shall be in place and documentation shall be provided.

6. Contractor shall have knowledge of the County's Cultural Competence Program. Contractor shall either adopt the County's Cultural Competence Program or if they maintain their own program, they shall provide evidence that their program aligns with the County's program and expectations. Evidence shall be provided at annual reviews or at on-going monitoring activities.

7. Cultural Competence training opportunities will be shared by the County. If Contractor develops their own trainings or attends offsite trainings, approval from the County's Quality Assurance Unit shall be documented to ensure that the training meets cultural competence guidelines.

8. Contractor is responsible for tracking all contracted staff's cultural competence trainings and documentation shall be readily available during monitoring visits and at on-going monitoring activities. Documentation should include evidence of monitoring and oversight, including but not limited to attendance tracking, records, sign in sheets, protocols, and action steps for staff that has not met cultural competence requirements as delineated in the County's Cultural Competence Program.

I. QUALITY MANAGEMENT

1. Contractor shall be in full compliance with County's Quality Management Plan and Compliance Program. County shall have access to, and conduct audits and reviews of, Contractor's records, policies and procedures, incident reports, and related activities it deems necessary to support these functions.

2. Contractor and County, to the extent feasible, shall include their respective Quality Management staff in each other's Quality Management activities. Such activities shall include, but not be limited to, Quality Improvement Councils, chart audits, program compliance reviews, and Medi-Cal certifications.

3. Contractors are to report any unusual occurrence and/or adverse incidents in a timely manner according to the Mariposa County Behavioral Health and Recovery Services Unusual Occurrence reporting policy.

J. COMPLIANCE

1. County has accepted as policy a Compliance Plan which addresses compliance with Federal, State, and local laws, regulations, rules and guidelines. It is expected that Contractor shall

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maintain a similar compliance plan for its organization, which is consistent with County's Plan.

2. Contractor shall ensure that compliance is integrated into the provision of services. This shall be reviewed during contract monitoring meetings.

3. Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act. Violations shall be reported to the Centers for Medicare and Medicaid Services.

4. Contractor shall comply with the provisions of Title 42, CFR, Section 438.610 and Executive Orders 12549 and 12689, "Debarment and Suspension," which excludes parties listed on the General Services Administration's list of parties excluded from federal procurement or non-procurement programs from having a relationship with Contractor.

5. Contractor shall not employ or contract with providers or other individuals and entities excluded from participation in Federal health care programs under either Section 1128 or 1128A of the Social Security Act. Federal financial participation is not available for providers excluded by Medicare, Medicaid, or the State Children's Insurance Program, except for emergency services.

6. Contractor shall not allow services to be provided under the terms of this Agreement by any officer, employee, subcontractor, agent or any other individual or entity that is on the List of Excluded Individuals/Entities maintained by the U. S. Department of Health and Human Services, Office of the Inspector General (OIG), the Excluded Parties List System/System Award Management (EPLS/SAM) databases and the California State Medi-Cal Suspended and Ineligible Provider List (S&I), maintained by the California Department of Health Care Services.
    a. Contractor shall insure that all officers, employees, subcontractors, agents or other individuals or entities are not on the two lists in this section at the time of hiring. If they are on either or all of the three lists, they will not be hired to perform any duties under this agreement. Contractor agrees to provide evidence of verification prior to entering into the Agreement and/or upon request of the County.
    b. Contractor shall thereafter monthly insure that all officers, employees, subcontractors, agents or other individuals or entities are not on the two lists in this section or any exclusions databases that may be mandated by the Federal and/or State government within the duration of this Agreement. Contractor is to submit evidence of monthly reporting as part of the Monitoring process referenced below.
    c. Contractor shall immediately notify the County upon discovery of any officer, employee, subcontractor, agent or other individual or entity who are found on any of the three lists in this section. In the event of this discovery, Contractor also agrees to

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immediately cease the staff member from performing services, that the staff member will be restricted from submitting a claim for any Medi-Cal services and that the Contractor will internally address any corrective and/or disciplinary action in regards to this staff member.

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

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

K. REPORTING

1. Contractor shall enter all required data into the County's Electronic Health Record (EHR). Data must be entered by the third working day after the service. County may withhold payment for services until the entry of data is current. Claims that are not brought current within one year post service will not be eligible for payment.

2. Contractor shall prepare and submit a year-end Medi-Cal cost report for each fiscal year, as required by the California Department of Health Care Services, no later than September 30th. County shall provide the appropriate report forms. If necessary, technical assistance must be requested and will be provided no later than thirty (30) days before the date the report is due.

3. Contractor shall submit a mid-year program report electronically to the following email address: lrumfelt@mariposacounty.org by February 15th of each year. The report shall include data related to performance outcomes, cultural competency integration, challenges and the strategies employed to overcome them.

4. Contractor shall submit a year-end program report electronically to the following email address: lrumfelt@mariposacounty.org by August 15th of each year. The report shall include a summary of the year's events; an update on the challenges and strategies; evidence of meeting contract outcomes; update of cultural competency activities; staff training, number and percentage of staff that have received HIPAA training; number of complaints regarding

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

5. Contractor shall submit an annual report on Contractor's staff language and ethnicity as of the payroll period ending closest to December 1st each year. This report shall be submitted electronically to BHRS Contract Services by December 31st each year to the following e-mail address; lrumfelt@mariposacounty.org

6. Contractor shall report all incidents of client suicides, homicides, or other unusual occurrences resulting in serious harm to clients or staff, using the Outpatient Incident/Occurrence Reporting Form. Such forms shall be faxed to County's BHRS Quality Assurance Supervisor within twenty-four (24) hours of time of occurrence or as soon as possible.

7. Contractor shall provide County with any other reports, which may be required by State, Federal or local agencies for compliance with this Agreement.

8. Contractor shall establish and maintain accounting and fiscal practices that comply with its obligations pursuant to Section 1840.105, Chapter 11, Medi-Cal Specialty Mental Health Services and Title 9, California Code of Regulations.

L. PERSONNEL

1. Contractor shall adhere to the Statement of Compliance as specified in the attached Statement of Compliance Exhibit.

2. All Contractor staff providing services under the terms of this Agreement shall have successfully passed a criminal background check appropriate to their job classification and duties. Contractor shall not knowingly allow services to be provided under the terms of this Agreement by any person convicted of financial fraud involving Federal or State funds.

3. Contractor assures County that it complies with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

4. All personnel rendering services under this Agreement shall be employed by, or under contract to Contractor, and shall be appropriately supervised. Services shall be under the direction of Contractor's Clinical Director or employee who shall be a licensed mental health professional or other appropriate individual as described in Sections 622 through 630 of Title 9, of the California Code of Regulations.

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5. All staff providing service under registration with the California State Board of Behavioral Health Science, or the Board of Psychology, shall be supervised by a licensed mental health professional, i.e., a Licensed Clinical Social Worker; Marriage Family Therapist; or Clinical Psychologist.

6. All staff providing services under this Agreement must obtain a National Provider Identifier (NPI).

7. Contractor shall ensure a process for credentialing of licensed staff is in place, which includes at a minimum, background checks and license verification.

8. Contractor shall follow County's procedures for registering and terminating Contractor staff from the County's Electronic Health Record (EHR). This shall include the Contractor providing County with the Contractor's staff information necessary for billing in the County EHR in a manner designated by the County, including submitting completed registration forms and copies of current licenses.

9. Contractor shall provide County with the name, a copy each of the Curriculum Vitae, Medical License, and DEA Certificate of each new physician providing services under this Agreement at least two (2) weeks prior to the provision of service.

10. All Contractor staff transporting clients under the terms of this Agreement shall have received and possess a valid California Driver's License and, if not covered by Contractor for automobile liability insurance, shall maintain at least the current California state minimum coverage.

11. Contractor's staff shall be linguistically and culturally qualified to meet the current and projected needs of the client community. Contractor shall ensure that staff providing bilingual services are fluent in their identified language.

12. Contractor will be responsible for providing training to their respective staff on County's Advanced Medical Directives policies and procedures.

M. CODE OF ETHICS

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

N. WORKPLACE REQUIREMENTS

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1. Contractor shall maintain a safe facility that is as free from safety hazards as is possible. Any reporting of unsafe working conditions by employees or others shall be immediately appraised and addressed.

2. Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed.
    a. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1,000 for each violation and/or the imposition of an administrative compliance order on the responsible party.
    b. By signing this Agreement, Contractor or Grantee certifies that it will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. The prohibitions herein are effective December 26, 1994

3. Contractor hereby certifies that it complies with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and provides a drug-free workplace.

4. Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future Agreements if the County determines that any of the following has occurred: (1) Contractor has made a false certification or, (2) violates the certification by failing to carry out the requirements as noted above.

O. PATIENTS' RIGHTS AND PROBLEM RESOLUTION

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

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d. Participate in decisions regarding his or her health care, including the right to refuse treatment.
e. Be free from any form of restraint or seclusion used as a means of coercion, discipline, convenience, or retaliation.
f. Request and receive a copy of his or her medical records, and to request that they be amended or corrected, as specified in 45 C.F.R. §§ 164.524 and 164.526.
g. To be furnished services in accordance with 42 C.F.R. §§ 438.206 through 438.210.
h. To freely exercise his or her rights, and the exercise of those rights will not adversely affect the way the Contractor and its providers or the Department treat the beneficiary.

2. Contractor shall comply with all relevant rules, regulations, statutes, and County policies and procedures related to individuals' rights to a grievance process, an appeal process, and an expedited appeal process.

3. Contractor shall comply with the County Medi-Cal beneficiary problem resolution process as stated in the County Beneficiary Handbook. This does not preclude Contractor's commitment to resolve problems or complaints by Medi-Cal beneficiaries at the informal level as simply and quickly as possible. Nothing in this Agreement shall prevent Medi-Cal beneficiaries from utilizing the County's and other rights and processes regarding grievances and appeals, which are guaranteed by statute.

4. Contractor shall ensure that each beneficiary has adequate information about the Contractor's processes to include at a minimum:
   a. Description of grievance and appeal process;
   b. Posting notices explaining the process procedures;
   c. Making grievance forms and appeal forms along with self-addressed envelopes available for beneficiaries at Contractor sites;
   d. Making interpreter services and TDD/TTY available to beneficiaries during normal business hours.
5. No provision of this Agreement shall be construed to replace or conflict with the duties of County's Patients' Rights Advocates as described in Section 5520 of the Welfare and Institutions Code.

P. CONFIDENTIALITY AND INFORMATION SECURITY

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

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

Q. MONITORING / REVIEW ASSISTANCE

1. Contractor agrees to maintain books, records, documents, and other evidence necessary to facilitate contract monitoring and audits pursuant to Section 640, Title 9, Division 1, Chapter 3, Article 9, of the California Code of Regulations and the policies of Behavioral Health and Recovery Services.

2. Contractor agrees that the County shall have access to facilities, program documents, records, staff, clients/patients, or other material or persons the County deems necessary to monitor and audit services rendered

3. Contractor shall provide any necessary assistance to County in its conduct of facility inspections, and operational reviews of the quality of care being provided to beneficiaries, including providing County with any requested documentation or reports in advance of a scheduled on-site review. Contractor shall also provide any necessary assistance to County and the External Quality Review Organization contracting with the California Department of Health Care Services (DHCS) in the annual external quality review of the quality of care, quality outcomes, timeliness of, and access to, the services being provided to beneficiaries under this Agreement. Contractor shall provide a corrective action plan when requested and correct deficiencies as identified by such inspections and reviews according to the time frames delineated in the resulting reports

R. RECORDS

1. Contractor shall participate in County's outpatient electronic medical records system. Accordingly, all necessary recording and charting of the provision of services and related documentation shall be entered in the County's medical record which shall be the sole medical record used by Contractor in providing services pursuant to this Agreement.

2. Contractor shall comply with County's medical record policies and procedures including, but not limited to, those related to requesting and transporting records, filing, and security. Further, Contractor shall comply with County's documentation protocols and use of forms. County shall provide training, support, and technical assistance if needed.

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a. Contractor shall adhere to all policies and standards related to appropriate documentation and timeliness of documentation in client's medical record chart.

3. Clinical records shall be maintained according to County standards, policies and procedures and Short-Doyle Medi-Cal regulations. For each client who has received services, a legible record shall be kept in detail which permits effective quality management processes and external operational audit processes, and which facilitates an adequate system for follow-up treatment.

4. Clinical records shall be the property of County, and maintained by Contractor in accordance with County standards.

5. The Contractor shall be subject to the examination and audit of the Department or California State Auditor for a period of three years after final payment under agreement (Government Code § 8546.7).

6. Contractor shall allow the Department, DHCS, HHS and the Comptroller General of the United States, and other authorized federal and state agencies, or their duly authorized representatives, to inspect or otherwise evaluate the quality, appropriateness, and timeliness of services performed under this Agreement, and to inspect and evaluate, and audit any and all books, records, and facilities maintained by the Contractor and its subcontractors pertaining to such services at any time during normal business hours. Books and records include, but are not limited to, all physical records originated or prepared pursuant to the performance under this Agreement including working papers, reports, financial records and books of account, beneficiary records, prescription files, subcontracts, and any other documentation pertaining to covered services and other related services for beneficiaries. Upon request, at any time during the period of this contract, the Contractor shall furnish any such record, or copy thereof, to the Department, DCHS, or HHS. Authorized agencies shall maintain the confidentiality of such books and records in accordance with applicable laws and regulations.

7. These books and records shall be maintained for a term of at least ten (10) years after final payment is made and all pending matters closed, or, in the event the Contractor has been duly notified that the County, State, HHS, or the Comptroller General of the United States, or their duly authorized representatives, have commenced an audit or investigation of the contract, until such time as the matter under audit or investigation has been resolved, whichever is later.

S. FINANCIAL RELATIONSHIPS

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1. Contractor shall maintain program statistical records in the manner required by the County, California Department of Health Care Services, and applicable licensing agencies, and make such records available to County upon request.

2. Contractor shall maintain accurate accounting records of its costs and operating expenses. Such records shall be maintained until State audit findings are resolved. They shall be open to inspection by County, the Grand Jury, the State Controller, and the State Director of the Department of Health Care Services, or any of their deputies.

3. Contractor shall have an audit conducted by an independent auditing firm that shall be executed, if applicable, to comply with the Single Audit Act and the auditing reporting requirements set forth in OMB Circular A-133. This audit shall be submitted to County within one hundred twenty (120) days after the end of the Contractor's fiscal year.

4. Contractor shall adhere to Title XIX of the Social Security Act, and conform to all other applicable Federal and State statutes and regulations.

T. FEDERAL EQUAL OPPORTUNITY REQUIREMENTS

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

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2. The Contractor will, in all solicitations or advancements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin physical or mental handicap, drug abuse, alcohol abuse or alcoholism, disability, age or status as a disabled veteran or veteran of the Vietnam era.

3. The Contractor will comply with all provisions of and furnish all information and reports required by Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212), The Drug Abuse Office and Treatment Act of 1972, as amended, The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616, as amended, and of the Federal Executive Order No. 11246 as amended, including by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and of the rules, regulations, and relevant orders of the Secretary of Labor.

4. The Contractor will furnish all information and reports required by Federal Executive Order No. 11246 as amended, including by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and the Rehabilitation Act of 1973, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the State and its designated representatives and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

5. In the event of the Contractor's noncompliance with the requirements of the provisions herein or with any federal rules, regulations, or orders which are referenced herein, this Agreement may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further federal and state contracts in accordance with procedures authorized in Federal Executive Order No. 11246 as amended and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

U. TRAFFICKING VICTIMS PROTECTION ACT OF 2000

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

V. ELECTRONIC HEALTH RECORD REQUIREMENTS

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

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

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Exhibit B
COST PROPOSAL

The Contractor will invoice Behavioral Health and Recovery Services (**BHRS**) division within Mariposa County Health and Human Services Agency **(HHSA**) monthly based on hourly totals. Services will be provided at a rate of $148.80 per hour. HHSA will reimburse at a rate of $275.10 for medication management services provided by a licensed psychiatrist. The rate may increase to 10% during the agreement period and will be effective on the date of services. The contractor is not to exceed $100,000.

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Exhibit C
CONFIDENTIALITY AND INFORMATION SECURITY PROVISIONS FOR DIRECT SERVICE PROVIDERS

1. As a covered entity, the Contractor shall comply with applicable laws and regulations, including but not limited to Sections 14100.2 and 5328 et seq. of the Welfare and Institutions Code and with the privacy and security requirements of Title II of the Health
Insurance Portability and Accountability Act of 1996, (Public Law 104-91) , also known as
"HIPAA", and Title XIII of the American Recovery and Reinvestment Act of 2009, (Public Law 111-5) , "the ARRA/HITECH Act" or "the HITECH Act", as these laws may be subsequently amended, and implementing regulations enacted by the Department of Health and Human Services at 45 CFR Parts 160-164 , and, regulations enacted with regard to the HITECH Act. The foregoing laws and rules are sometimes collectively referred to hereafter as "HIPAA".

2. Permitted Uses and Disclosures of IIHI by the Contractor.

   A. *Permitted Uses and Disclosures.* Except as otherwise provided in this Agreement, the Contractor, may use or disclose IIHI to perform functions, activities or services identified in this Agreement provided that such use or disclosure would not violate federal or state laws or regulations.

   B. *Specific Uses and Disclosures Provisions*. Except as otherwise indicated in the Agreement, the Contractor may:

      (1) Use and disclose IIHI for the proper management and administration of the Contractor or to carry out the legal responsibilities of the Contractor, provided that such use and disclosures are permitted by law.

      (2) Use IIHI to provide data aggregation services to County. Data aggregation means the combining of IIHI created or received by the Contractor for the purposes of this Agreement with IIHI received by the Contractor in its capacity as the Contractor of another HIPAA covered entity, to permit data analyses that relate to the health care operations of County.

3. Responsibilities of the Contractor.

   The Contractor agrees:

   A. *Safeguards*. To prevent use or disclosure of IIHI other than as provided for by this Agreement. The Contractor shall develop and maintain an information privacy and security program that includes the implementation of administrative, technical, and physical safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its

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activities. The information privacy and security programs must reasonably and appropriately protect the confidentiality, integrity, and availability of the IIHI that it creates, receives, maintains, or transmits; and prevent the use or disclosure of IIHI other than as provided for by this Agreement. The Contractor shall provide County with information concerning such safeguards as County may reasonably request from time to time.
The Contractor shall restrict logical and physical access to confidential, personal (e.g., PHI) or sensitive data to authorized users only.

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

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

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

B. *Mitigation of Harmful Effects*. To mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of IIHI by Contractor or its subcontractors in violation of the requirements of this Agreement.

C. *Agents and Subcontractors of the Contractor*. To ensure that any agent, including a subcontractor to which the Contractor provides IIHI received from County, or created or received by the Contractor, for the purposes of this contract shall comply with the same restrictions and conditions that apply through this Agreement to the Contractor with respect to such information.

D. *Notification of Electronic Breach or Improper Disclosure*. During the term of this Agreement, Contractor shall notify County immediately upon discovery of any breach of IIHI and/or data, where the information and/or data is reasonably believed to have been acquired by an unauthorized person. Immediate notification shall be made to the County BHRS Privacy Officer, within five (5) business days of discovery. Contractor shall take prompt corrective action to cure any deficiencies and any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations. Contractor shall investigate such breach and provide a written report of the results of the investigation, including any corrective actions taken, and copies of all Notifications made as a result of the breach, to the

Attachment: Sierra Quest HSF - STRTP - 2022 - Wsignatures - Res. #2021-391 (RES-2022-213 : Second Amendment - SQHSF Agreement for

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

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

E. *Employee Training and Discipline.* To train and use reasonable measures to ensure compliance with the requirements of this Agreement by employees who assist in the performance of functions or activities under this Agreement and use
or disclose IIHI; and discipline such employees who intentionally violate any provisions of this Agreement, including by termination of employment.

4. Termination.

A. *Termination for Cause*. Upon County's knowledge of a material breach of this Agreement by Contractor, County shall either:

(1) Provide an opportunity for Contractor to cure the breach or end the violation and terminate this Agreement if Contractor does not cure the breach or end the violation within the time specified by County.

(2) Immediately terminate this Agreement if Contractor has breached a material term of this Agreement and cure is not possible; or

(3) If neither cure nor termination is feasible, the BHRS Privacy Officer shall report the violation to the DHCS Information Security Officer of the Department of Health Care Services.

B. *Judicial or Administrative Proceedings*. County may terminate this Agreement, effective immediately, if (i) Contractor is found liable in a civil matter or guilty in a criminal proceeding for a violation of the HIPAA Privacy or Security Rule or (ii) a finding or stipulation is made, in an administrative or civil proceeding in which the Contractor is a party, that the Contractor has violated a privacy or security standard or requirement of HIPAA, or other security or privacy laws.

C. *Effect of Termination*. Upon termination or expiration of this Agreement for any reason, Contractor shall return or destroy all IIHI received from County that Contractor still maintains in any form, and shall retain no copies of such IIHI or, if return or destruction is not feasible, it shall continue to extend the protections of this Agreement to such information, and limit further use of such IIHI to those purposes that make the return or destruction of such IIHI infeasible. This provision shall apply to IIHI that is in the possession of subcontractors or agents of the Contractor.

Attachment: Sierra Quest HSF - STRTP - 2022 - Wsignatures - Res. #2021-391 (RES-2022-213 : Second Amendment - SQHSF Agreement for

5. Miscellaneous Provisions.

A. *Disclaimer*. County makes no warranty or representation that compliance by Contractor with this Agreement, HIPAA or the HIPAA regulations will be adequate or satisfactory for Contractor's own purposes or that any information in the Contractor's possession or control, or transmitted or received by the Contractor, is or will be secure from unauthorized use or disclosure. Contractor is solely responsible for all decisions made by Contractor regarding the safeguarding of IIHI.

B. *Assistance in Litigation or Administrative Proceedings*. Contractor shall make itself, and use its best efforts to make any subcontractors, employees or agents assisting Contractor in the performance of its obligations under this Agreement, available to County at no cost to County to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings against County, its directors, officers or employees for claimed violation of HIPAA, the HIPAA regulations or
other laws relating to security and privacy based upon actions or inactions of the Contractor and/or its subcontractor, employee, or agent, except where Contractor or its subcontractor, employee, or agent is a named adverse party.

C. *No Third-Party Beneficiaries*. Nothing expressed or implied in the terms and conditions of this Agreement is intended to confer, nor shall anything herein confer, upon any person other than County or Contractor and their respective successors or assignees, any rights remedies, obligations or liabilities whatsoever.

D. *Interpretation.* The terms and conditions in this Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HIPAA regulations and applicable State laws. The parties agree that any ambiguity in the terms and conditions of this Agreement shall be resolved in favor of a meaning that complies and is consistent with applicable laws.

E. *Regulatory References*. A reference in the terms and conditions of this Agreement to a section in the HIPAA regulations means the section as in effect or as amended.

F. *Survival*. The respective rights and obligations of Contractor under Section 5.B of this Exhibit shall survive the termination or expiration of this Agreement.

G. *No Waiver of Obligations*. No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

Attachment: Sierra Quest HSF - STRTP - 2022 - Wsignatures - Res. #2021-391 (RES-2022-213 : Second Amendment - SQHSF Agreement for

Exhibit D
STATEMENT OF COMPLIANCE

A. Contractor agrees, unless specifically exempted, to comply with Government Code Section 12900 (a-f) and California Code of Regulations, Title 2, Division 4, Chapter 5 in matters relating to reporting requirements and the development, implementation and maintenance of a Nondiscrimination Program. Contractor agrees not to unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Employment of personnel shall be made solely on the basis of merit.

1. Action shall be taken to ensure applicants are employed, and employees are treated during employment, without regard to their race, religion, color, sex, national origin, age, physical or mental handicap. Such action shall include, but not be limited to, the following: Employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff; or apprenticeship. However, recruitment and employment of applicants shall reflect the ethnic and racial composition of the County, particularly those groups not previously, nor currently, having adequate representation in recruitment or hiring. There shall be posted, in conspicuous places, notices available to employees and applicants for employment provided by the County Officer responsible for contracts setting forth the provisions of the Equal Opportunity clause.

2. All solicitations or advertisements for employees placed by or on behalf of Contractor and/or the subcontractor shall state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin, age, or physical or mental handicap.

3. Each labor union or representative of workers with which the County and/or the subcontractor has a collective bargaining agreement, or other contract or understanding, must post a notice provided by the County Officer responsible for contracts, advising the labor union or workers representative of Contractor's commitments under this Equal Opportunity clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. In the event of noncompliance with the discrimination clause of this contract or as otherwise provided by State and Federal law, this contract may be canceled, terminated or suspended, in whole or in part, and Contractor and/or the subcontractor may be declared ineligible for further State contracts in accordance with the procedures authorized in the Behavioral Health and Recovery Service's Complaint Process.

5. All provisions of Paragraph 1 through this paragraph 5 will be included in every subcontract unless exempted by rules, regulations or orders of the Director of the Behavioral Health and Recovery Services so such provisions will be binding upon each subcontractor. Contractor will take such action with respect to any subcontract as the State may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, in the event Contractor becomes involved in, or is threatened with, litigation with a subcontractor as a result of such direction by the State, Contractor may request in writing to the State, who, in turn, may request the United

Attachment: Sierra Quest HSF - STRTP - 2022 - Wsignatures - Res. #2021-391 (RES-2022-213 : Second Amendment - SQHSF Agreement for

States to enter into such litigation to protect the interest of the State and the United States.

B. Services, benefits and facilities shall be provided to patients without regard to their race, color, creed, national origin, sex, age or physical or mental handicap, and no one will be refused service because of inability to pay for such services.

1. Nondiscrimination in Services, Benefits and Facilities: There shall be no discrimination in the provision of services because of color, race, creed, national origin, sex, age, or physical or mental handicap in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. Section 2000d, rules and regulations promulgated pursuant thereto, or as otherwise provided by State and Federal law. For the purpose of the contract, distinctions on the grounds of color, race, creed, national origin, sex, or age include, but are not limited to, the following: denying a participant any service or benefit to the participant which is different, or is provided in a different manner or at a different time, from that provided to other participants under this contract; subjecting a participant to segregation or separate treatment in any matter related to this receipt of any service; restricting a participant in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; treating a participant differently from others in determining whether he/she satisfied any admission, enrollment quota, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any service or benefit; the assignment of times or places for the provision of services on the basis of the race, color, creed, or national origin of the participants to be served. The County and all subcontractors will take action to ensure intended beneficiaries are provided services without regard to color, race, creed, national origin, sex, age, or physical or mental handicap.

2. Procedure for Complaint Process: All complaints alleging discrimination in the delivery of services by the County and/or the subcontractor because of race, color, creed, national origin, sex, age, or physical or mental handicap, may be resolved by the State through the State Department of Health Care Services' Action Complaint Process.

3. Notice of Complaint Process: The County and all subcontractors shall, subject to the approval of the Behavioral Health and Recovery Services, establish procedures under which recipients of the service are informed of their rights to file a complaint alleging discrimination or a violation of their civil rights with the State Department of Health Care Services.

C. The County and any subcontractor will furnish all information and reports required by the Behavioral Health and Recovery Services and will permit access to books, records and accounts for purposes of investigation to ascertain compliance with above paragraphs.

D. The County and all subcontractors assure all recipients of service are provided information in accordance with provisions of Welfare and Institutions Code, Sections 5325 and 5325.1, and Sections 5520 through 5550, Cal. Code Regs., tit. 9 §§ 860 through 868, and 42 CFR § 438.100 pertaining to their rights as patients, that the County has established a system whereby recipients of service may file a complaint for alleged violations of their rights.

E. Contractor agrees to the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, pertaining to the prohibition of discrimination against qualified handicapped

Attachment: Sierra Quest HSF - STRTP - 2022 - Wsignatures - Res. #2021-391 (RES-2022-213 : Second Amendment - SQHSF Agreement for

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

Attachment: Sierra Quest HSF - STRTP - 2022 - Wsignatures - Res. #2021-391 (RES-2022-213 : Second Amendment - SQHSF Agreement for

Exhibit E
MHP CLAIMS CERTIFICATION AND PROGRAM INTEGRITY

TO: Mariposa County, Health and Human Services Agency

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

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

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

_____ _____
Name Date

_____
Title

_____
Agency

Attachment: Sierra Quest HSF - STRTP - 2022 - Wsignatures - Res. #2021-391 (RES-2022-213 : Second Amendment - SQHSF Agreement for

MARIPOSA COUNTY

Planning · 209-966-5151

MEETING: April 5, 2022

TO: The Board of Supervisors

FROM: Sarah Williams, Planning Director

RE: PAC Re-Appointments (Agricultural Advisory Committee)

RECOMMENDATION AND JUSTIFICATION:
Re-Appoint Carla Kelly as an At-Large Voting Member to the Agricultural Advisory Committee with a Term Expiring February 29, 2024.

Kelly expressed interest in continuing to serve and should have been re-appointed but due to a clerical error her name was left off the Board Item of February 22, 2022.

With this action the committee does not have any vacancies at this time.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

Kelly was appointed March 24, 2020.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If committee members are not re-appointed this would result in vacancies which could cause a possible lack of quorum for the committee until the vacancies are advertised and filled.

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

MARIPOSA COUNTY

Planning · 209-966-5151

MEETING: April 5, 2022

TO: The Board of Supervisors

FROM: Sarah Williams, Planning Director

RE: PAC Appointment (Merced River Trail Community Working Group)

RECOMMENDATION AND JUSTIFICATION:
Appoint Susan Clark to the Merced River Trail Community Working Group (MRTCWG) for a Term Expiring February 28, 2025.

Resolution No. 2019-405 states that voting members of this working group shall be selected from or represent the following groups in Mariposa County:

- Bureau of Land Management
- Yosemite National Park
- US Forest Service
- Merced Irrigation District
- Upper Merced River Watershed Council
- Sierra Foothill Conservancy
- Creative Placemaking Strategy Advisory Committee
- Historic Sites & Records Preservation Commission
- Representatives of other organizations and the general public, including trail advocates and outdoor recreation enthusiasts

Clark fits in the "Representatives of other organizations" category: Trail Advocate and Outdoor Recreational Enthusiast.

Clark has expressed interest in serving on this working group.

With this appointment the group will not have any vacancies.

Appointments, term expirations/vacancies have been advertised according to the Maddy Act.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

On February 22, 2022 the Board of Supervisors acknowledged the service of two members which created two vacancies on this group.

Agenda Item - No Resolution Requested 2022-32

On March 8, 2022 the Board of Supervisors filled one of those positions.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Not appointing members to this committee may result in a lack of representation and quorum.
.

FINANCIAL IMPACT:
None

ATTACHMENTS:
220317 Clark Redacted app (PDF)
220311 Vacancy Notice 1 (PDF)

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

On Thu, Mar 17, 2022 at 2:19 PM Mariposa County Administration <do_not_reply@civicplus.com> wrote:

Thank you for your request!

Here is what we have on file:

Committee Application #611

Category:	Forms
Priority:	3
Assigned To:	Unassigned
Submitted:	3/17/2022 2:19 PM
Source:	Website 45.29.200.130

SUBMITTER

CONTACT

REQUEST DETAILS

,

Description

Name of Board, Commission or Committee for which you are applying
Merced River Trail Community Working Group

First Name
Susan

Last Name
Clark

Supervisorial District in which you Reside
1

Length of your Residency in the county
43 years

Mailing Address

Email Address:

Preferred Contact Method
Home Phone

Are you Over 18 Years of Age
Yes

Employment Status
Retired Federal employee (NPS, USFS, ACOE); part-time substitute teacher for Mariposa County

Employer's Name

Employer's Address

Day Telephone Number

Cell Phone Number

Attachment: 220317 Clark Redacted app [Revision 2] (2022-32 : PAC Appointment (Merced River Trail Community Working Group))

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

I';d like to continue working to preserve the Merced Wild and Scenic River (and its values), while helping the county implement a robust stakeholder engagement program associated with the Merced River Trail planning process.

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

-Merced River Trail Community Working Group (original planning team, 2018)
-El Portal Homeowner';s Association
-El Portal Child Development Center (Founding board member)
-Yosemite Winter Club board member

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

See resume for further details.
As a federal employee (National Park Service, US Forest Service, Army Corps of Engineers), I';ve worked protecting natural and cultural resources (including wetlands and waters of the US), through field work/enforcement, agency river and resource management planning efforts, and project assignments ensuring all environmental laws and polices are considered through planning and implementation (including requirements for public participation and engagement). I';ve also worked as a volunteer river advocate for Friends of the River, based in Sacramento, CA. The focus of this work was to engage the public in our river protection efforts, and to raise awareness of threats to CA rivers..

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

No

If Yes, please explain

No perceived conflict; however, my husband works as a teacher for MCUSD, and serves on the El Portal Advisory Committee.

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

Flexible

Do you have transportation?

No

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

Attachment: 220317 Clark Redacted app [Revision 2] (2022-32 : PAC Appointment (Merced River Trail Community Working Group))

By checking the "I agree" box below, you agree and acknowledge that:
1) your application will not be signed in the sense of a traditional paper document,
2) by signing in the alternate manner below, you authorize your electronic signature to be valid and binding upon you to the same force and effect as a handwritten signature, and
3) you may still be required to provide a traditional signature at a later date.

(If you would prefer to fill out a paper form, please contact the Clerk of the Board's Office at (209) 966-3222.)
not checked

Attachment: 220317 Clark Redacted app [Revision 2] (2022-32 : PAC Appointment (Merced River Trail Community Working Group))

Mariposa County

SARAH WILLIAMS
Planning Director

5100 Bullion Street
P.O. Box 2039
Mariposa, CA 95338
209-966-5151 FAX 209-742-5024
swilliams@mariposacounty.org
www.mariposacounty.org

NOTICE OF A VACANCY
MERCED RIVER TRAIL COMMUNITY WORKING GROUP (MRTCWG)

Qualified candidates should represent one or more of the following groups:

- Bureau of Land Management
- Yosemite National Park
- US Forest Service
- Merced Irrigation District
- Upper Merced River Watershed Council
- Sierra Foothill Conservancy
- Creative Placemaking Strategy Advisory Committee
- Historic Sites & Records Preservation Commission
- Representatives of other organizations & the general public, including trail advocates & outdoor recreation enthusiasts

The purpose and functions of the MRTCWG shall be to:

- Formulate, design, implement and participate in a public stakeholder engagement program to ensure appropriate participation in the development of the Merced River Trail Master Plan;

- Provide technical expertise in topic areas germane to the Merced River Trail Master Plan, including but not limited to: the trail's regulatory context; trail construction and maintenance; existing trail conditions; right of way acquisition; environmental conservation, including wildlife habitat and water quality issues; public health advocacy and promotion; cultural interpretation and conservation; community design and aesthetics; and trail programming;

- Support the work of staff and consultants in the conduct of fact finding and data gathering necessary to identify and negotiate significant coordinative and logistical hurdles in achieving the trail; recommend projects, programs, and policies needed to efficiently implement the community's vision for the trail; and ultimately realize the recommendations contained in the Merced River Trail Master Plan; and

- Provide periodic assessment, evaluation of, and feedback to the Board of Supervisors regarding the success of the Merced River Trail Master Plan.

Attachment: 220311 Vacancy Notice 1 (2022-32 : PAC Appointment (Merced River Trail Community Working Group))

Term: Three (3) years, expiring February 28, 2025.

Persons interested in serving on the working group must apply to: **Clerk of The Board, PO Box 784 Mariposa, CA 95338. Applications may be obtained at the following locations: Planning Department Offices** Government Center 5100 Bullion Street; Mariposa, CA 95338 and on line at:

http://www.mariposacounty.org/DocumentCenter/View/39657

For more Information visit the County Website or contact: Mikey Goralnik, Community Development and Design Planner, Mariposa County Planning Department Telephone: (209) 742-2222; email: mgoralnik@mariposacounty.org

Posting Locations:

Mariposa County Library
Mariposa County Gov Center Display Board
Mariposa County Clerk's Office
Fish Camp Post Office
Greeley Hill Community Club
Hornitos Post Office
Lake Don Pedro Market
Midpines Post Office
El Portal Post Office
www.mariposacounty.org/planning
Wawona Post Office
Woodland Gas, Food, & Liquor
Yosemite Valley Post Office
Yosemite West Community Board
Bootjack Store
Catheys Valley Post Office
Coulterville Post Office
Mariposa County Planning

Posted: March 11, 2022

Deadline for submission: Open until filled.

Attachment: 220311 Vacancy Notice 1 (2022-32 : PAC Appointment (Merced River Trail Community Working Group))

MARIPOSA COUNTY

Probation · (209) 966 3612

RESOLUTION - ACTION REQUESTED 2022-214

MEETING: April 5, 2022

TO: The Board of Supervisors

FROM: Pete Judy, Chief Probation Officer

RE: Approve Contract for Services with SCRAM OF CALIFORNIA, INC.

RECOMMENDATION AND JUSTIFICATION:
Approve a three (3) year Agreement with SCRAM of California, Inc. for the purpose of delivering 24 hours per day, seven days per week, GPS and alcohol monitoring of participants, in an amount not to exceed $75,000 annually; and Authorize the Board of Supervisors Chair to Sign the Agreement.

The Mariposa County Probation Department supervises criminal defendants who are not in custody, and as part of such supervision the Probation Department has utilized continuous alcohol monitoring technology and GPS location monitoring in the past.

SCRAM of California, Inc. is capable of offering equipment rental and support services for continuous alcohol monitoring and GPS location monitoring for criminal defendants. SCRAM will rent secure continuous remote alcohol and GPS monitoring technology to the Probation Department.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board has continued to support proactive advancements in technology for increased public service.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If the Board does not support this Agreement, the Probation Department will not be able to monitor criminal offenders for alcohol detection and GPS locating, to ensure offender compliance.

FINANCIAL IMPACT:
There is no financial impact to the general fund. The program will be funded by the AB 109 - Realignment Funding and SB 678 - Community Corrections Funding.

ATTACHMENTS:
Mariposa Agreement SCRAM (PDF)

REF ID# 12815

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

SCRAM OF CALIFORNIA, INC'S, AGREEMENT FOR MONITORING SERVICES AND EQUIPMENT

THIS AGREEMENT ("Agreement") is entered into on this 1st Day of April, 2022, and effective as of that date, by and between **MARIPOSA COUNTY PROBATION DEPARTMENT** (Agency), and **SCRAM OF CALIFORNIA, Inc.** (Provider).

RECITALS

WHEREAS, Agency supervises criminal defendants who are not in custody, and as part of such supervision, Agency is interested in utilizing continuous alcohol monitoring technology and GPS Location monitoring.

WHEREAS, Provider is capable of offering equipment rental, and supporting services, for continuous alcohol monitoring and GPS location monitoring for criminal defendants.

WHEREAS, Provider will rent secure continuous remote alcohol monitoring technology, which is the Provider's SCRAM Bracelet to Agency pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and terms contained herein, the Provider and Agency agree as follows:

1.) Scope of Monitoring Services

a. Provider shall deliver 24 hours per day, seven days per week, GPS and alcohol monitoring of participants via the SCRAMnet compliance platform.

b. Agency shall be responsible for logging into the SCRAMnet compliance platform and accessing all required computer demographic, curfew and system configuration data, data termination, data storage, and monitoring the transmission of data for each participant.

c. Provider shall maintain census information for statistical compilation.

d. Participant violation reports and Equipment status information shall be documented and maintained by Provider for each Participant.

Attachment: Mariposa Agreement SCRAM [Revision 1] (RES-2022-214 : Approve Contract for Services with SCRAM OF CALIFORNIA, INC.)

2.) Equipment

a. Provider shall supply to Agency specific GPS and alcohol monitoring services and related equipment as follows: 1.) Monitoring access and control for Agency; 2.) Bracelet battery for each unit; 3.) Face plate and Backplate(s) to be replaced with each new unit; 4.) Bracelet tool kits; 5.) Install/ Uninstall training for your department; 6.) Software for your equipment dedicated install computer; 6.) Additional units and/or parts can be sent overnight at Agency's cost, or ground shipping at Providers cost.

b. Provider shall deliver, without cost to Agency, sufficient batteries, face plates, backplates, security covers ("Unit Supplies") for reasonable installations of the Equipment per year per unit.

c. Tools and instruments necessary for the installation of the Equipment will be supplied by Provider without cost to Agency on a reasonable basis.

3.) Provider Notification Policy

a. On a 24 hours per day, seven days per week basis, all violations will be reported to Agency via the SCRAM compliance platform immediately or as soon as possible thereafter unless otherwise agreed. Confirmed consumption events will be verified prior to Agency being notified.

b. Other notification procedures may be implemented by agreement between Agency and Provider.

4.) Costs

a. Provider shall deliver all equipment and related services described herein at a daily cost based upon a per unit, per day basis. The units considered for billing purposes are those in actual use by Agency. Units that are not active but are in the possession or inventory of Agency shall not be subject to billing. However, Provider shall have the right to request that non-active units be returned to Provider at Agency's cost.

b. Provider shall invoice Agency on a monthly basis commencing the First of each Month after the delivery of the Equipment to Provider. Payment of such invoice shall be made by Agency to Provider within 30 days from the date of the invoice. Agency shall pay for lost, stolen or damaged equipment. The cost to Agency for repair or replacement of the Equipment shall be

Attachment: Mariposa Agreement SCRAM [Revision 1] (RES-2022-214 : Approve Contract for Services with SCRAM OF CALIFORNIA, INC.)

the actual cost incurred by Provider, which is $500.00 per Base Station, $1,600.00 per SCRAM bracelet, $700 for GPS bracelet, $800 for Remote Breath Device, and $25 per GPS Charger, and such costs shall incur in the event of intentional misuse, submersion, or loss which will be solely the Agency's responsibility.

c. The cost of the bracelet is as follows: 1.) SCRAM Continuous Alcohol Monitoring will be charged at $8.00 per day; 2.) Ethernet is included as needed; 3.) GPS Location Monitoring will be charged at $4.40 per day; 4.) Remote Breath will be charged at $6.00 per day.

d. Agency will not be charged for consumables, and Agency will also not be charged for standard ground rate shipping; however, Agency will be charged for overnight or 2nd day air shipping.

e. Total costs to Agency shall not exceed $75,000 annually for each year of agreement.

5.) Training

a. As described below, Provider shall provide training of Agency staff prior to initiating the alcohol monitoring program.

b. The training shall be either on-site "hands-on" instruction or instruction through an approved Provider Training program. The cost of any additional periodic training shall be mutually agreed upon between Provider and Agency.

6.) Agency's Obligations

a. Agency shall retain complete authority over each Participant.

b. Agency shall be responsible for all liaison work with all involved or related courts.

c. Agency shall identify and make available Agency's staff for purposes of notification as provided herein.

d. Agency shall perform and oversee Participant orientation and installation of Equipment in compliance with Provider policy.

e. Agency shall assume responsibility and pay for the cost of Equipment, related supplies and freight charges associated with Equipment in their possession if the equipment is

Attachment: Mariposa Agreement SCRAM [Revision 1] (RES-2022-214 : Approve Contract for Services with SCRAM OF CALIFORNIA, INC.)

damaged or lost while in the possession of the Agency or the Agency fails to return equipment to Provider in a timely manner. Agency remains responsible for equipment if it becomes lost or stolen while in the possession of the Participant.

7.) Breach/ Remedies

a. Failure of any party to perform any obligation of this Agreement shall be deemed a breach. Except as otherwise provided for by law or this Agreement, the rights and remedies of the parties shall be exclusive and are in addition to any other rights and remedies provided by law or equity, including but not limited to actual damages, and to a prevailing party reasonable attorneys' fees and costs.

8. Successors and Assigns.

a. The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties.

9. Notice.

a. Whenever notice is required or permitted hereunder the Indemnified Party shall give notice to the Indemnifier by a recognized overnight courier service such as Federal Express, UPS or DHL, with signature required.

10. Governing Law.

a. This memorandum shall be governed by and construed under the laws of the State of California without reference to principles of conflict of laws or choice of laws.

11. Attorney's Fees.

a. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement or any of the agreements contemplated herein, the prevailing party shall be entitled to reasonable attorneys' fees, costs and necessary disbursements in addition to any other relief to which such party may be entitled.

Attachment: Mariposa Agreement SCRAM [Revision 1] (RES-2022-214 : Approve Contract for Services with SCRAM OF CALIFORNIA, INC.)

12. Amendments and Waivers.

a. Any term of this Agreement may amended and the observance of any term of this Agreement may be waived (either generally or in a particular instance and either retroactively) only with the written consent of the agency and provider.

13. Severability.

a. If one or more provisions of this Agreement are held to be unenforceable under applicable law, such provision(s) shall be excluded from this Agreement and balance of the Agreement shall be interpreted as if such provision(s) were so excluded and shall be enforceable in accordance with its terms.

14. Warranties

a. Provider shall pass along to Agency all available manufacturer's Equipment warranties provided to Provider, without additional cost to Agency.

b. Provider specifically excluded the warranty of merchantability and fitness for a particular purpose for the equipment and electronic monitoring services. Provider expressly excludes and disclaims any warranty that it's electronic monitoring services, the equipment and/or its computer and related systems are impervious to tampering. In no event shall Provider be liable to Agency or Participant for any direct, indirect, special, consequential, or incidental damages in connection with or arising out of providing the equipment, the installation, or use of the equipment to Agency or any participant, or providing electronic monitoring services for Agency to any Participant. Provider shall not be liable for any failure or delay in performance hereunder which is due, in whole or in part, to any cause beyond its control. In no event does Provider assume any responsibility for acts or conduct that may be committed by a Participant or user of the Equipment.

15. Terminating/Renewal and Notification

a. The term of this Agreement shall be for (3) years from the date that the Agreement is executed. This Agreement may be terminated by either party with (60) sixty-day notice in writing.

b. Immediately upon termination or expiration of the Agreement, Agency shall return to Provider all Equipment in its possession or in the possession of each Participant under Agency's

Attachment: Mariposa Agreement SCRAM [Revision 1] (RES-2022-214 : Approve Contract for Services with SCRAM OF CALIFORNIA, INC.)

responsibility. Agency shall pay in full for the Equipment and electronic monitoring services provided herein by Provider whether during the term of this Agreement or thereafter.

c. All notices herein shall be in writing and signed by a duly authorized representative of the notifying party. All notifications required herein shall be sent by certified mail or delivered by messenger to the address provided herein.

16. Protection of Proprietary Rights and Information

a. For the term of this Agreement and five years thereafter, Agency shall not disclose any trade secrets, as defined under applicable law which may be revealed to Agency in the fulfillment of the Agreement.

17. Indemnification

a. To the extent provided by law, each party hereby agrees to indemnify, defend and hold harmless the other party, its officers, officials, employees and agents from and against any liability, loss, damage, expense, and cost of every nature to the extent arising out of or in connection with work negligently performed hereunder or its failure to comply with any of obligations contained in this Agreement, except such loss or damage which was caused by the sole negligence or willful conduct of the other party.

18. Insurance

a. Provider agrees to meet standard insurance requirements of $1,000,000 in general commercial liability insurance, $1,000,000 in automobile insurance, and workers' compensation insurance to meet California requirements.

19. Entire Agreement.

a. This Agreement constitutes the entire Agreement and understanding of the parties with the respect to the subject matter hereof and supersedes any and all prior negotiations, correspondence, agreements, understandings duties or obligations between the parties with respect to the subject matter hereof.

Attachment: Mariposa Agreement SCRAM [Revision 1] (RES-2022-214 : Approve Contract for Services with SCRAM OF CALIFORNIA, INC.)

IN WITNESS WHEREOF, AGENCY and PROVIDER hereby execute this AGREEMENT.

Provider:

SCRAM OF CALIFORNIA, INC

_____ DATE: _____

Danny Prokosch, Vice President of Business Development, SCRAM of California

Chair Mariposa County Board of Supervisors

_____ DATE: _____

Rosemarie Smallcombe

Attachment: Mariposa Agreement SCRAM [Revision 1] (RES-2022-214 : Approve Contract for Services with SCRAM OF CALIFORNIA, INC.)

MARIPOSA COUNTY

Public Works · 209-966-2498

RESOLUTION - ACTION REQUESTED 2022-215

MEETING: April 5, 2022

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works & Transportation

RE: Approve and Accept Grant Award from CalRecycle for $116,676; Approve Budget Action

---

RECOMMENDATION AND JUSTIFICATION:

Accept Grant Award from CalRecycle in the Amount of $116,676; Approve Budget Action Increasing Revenue and Appropriations in the STIP CIP Fund in Order to Implement the Grant ($116,676); Approve Grant Agreement; and Authorize the Board of Supervisors Chair to Sign the Grant Agreement (Subject to Approval as to Legal Form by County Counsel).

The California Department of Resources Recycling and recovery (CalRecycle) administers a Rubberized Pavement Grant Program to promote markets for recycled-content surfacing products derived from waste tires generated in California. The rubber used in asphalt pavement is a proven road paving material that has been used in California since the 1970's. It is made by blending ground tire rubber with asphalt binder which is then mixed with conventional aggregate materials. The grant is a flat $1.00 per square yard of rubberized material used to encourage diversion of tires. Public works applied for grant funds in Cycle 14 and received $116,676 for improvement on Merced falls Road.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

On April 2, 2019 Resolution 2019-173 The Board authorized the Director of Public Works & Transportation and the Solid Waste & Recycling Manager to submit various grant applications to the Department of Resources Recycling and Recovery (CalRecycle) and to execute all documents necessary to secure and implement the grant.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Negative action would result in the rejection of this grant.

FINANCIAL IMPACT:
The acceptance of this grant increases the overal County Budget by $116,676.

ATTACHMENTS:
Budget Action - FY21-22 Fund 5511 - Merced Falls Road(PDF)

REF ID# 12744

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

BUDGET ACTION FORM

FUND	DEPT/DIV	ACCOUNT	DESCRIPTION	PROJECT	INCREASE	DECREASE
5511	350	45253	State Revenue		($116,676)	
5511	350	73011	Roads and Bridges		$116,676	
TRANSFER BETWEEN FUNDS						
				TOTALS	$0	$0

ACTION REQUESTED: (Check all that apply)

(X) Budget appropriation by Board of Supervisors (4/5ths Vote Required): Amending the total amount available in the county budget, or in any one fund of the budget, or appropriating Reserve for Contingencies

( ) Transfer by Board of Supervisors (3/5ths Vote Required): Moving existing appropriations from one budget to another, or between categories within a budget unit.

JUSTIFICATION:

DEPT HEAD SIGNATURE _____ DATE: 3/15/22

APPROVED BY RES NO. _____ CLERK _____ DATE

5511 STIP Projects

AUDITOR'S USE ONLY
BA#

Budget Action Form Revised 11/95

Attachment: Budget Action - FY21-22 Fund 5511 - Merced Falls Road (RES-2022-215 : Approve and Accept Grant Award from CalRecycle for

MARIPOSA COUNTY

Sheriff's Office · 209 966-3615

RESOLUTION - ACTION REQUESTED 2022-216

MEETING: April 5, 2022

TO: The Board of Supervisors

FROM: Jeremy Briese, Sheriff

RE: Agreement with Everbridge, Inc.

RECOMMENDATION AND JUSTIFICATION:
Approve an Agreement with Everbridge Inc. To Provide Emergency Alert Software Services; and Authorize the Board of Supervisors Chair to Sign the Agreement.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board has approved agreements with Everbridge in the past.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If the agreement is not approved, the Sheriff's Office will be forced to find another vendor to provide this service which could cause a delay in their ability to alert residents and visitors of Mariposa County.

FINANCIAL IMPACT:
Funding for this agreement will be requested during the fiscal year 2023 budget request.

ATTACHMENTS:
Mariposa County Sheriff's Office Renewal 2022 - 2023 (PDF)
SLG Master Services Agreement v9 (PDF)

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

everbridge®
155 North Lake Avenue, Suite 900
Pasadena, CA 91101 USA
tel: +1-818-230-9700
fax: +1-818-230-9505
www.everbridge.com

Quotation

Prepared for:
Doug Binnewies
Mariposa County Sheriff's Office
5099 Old Hwy. N.
Mariposa CA 95338
United States
Ph: (209) 966-3615
Fax:
Email: dbinnewies@mariposacounty.org

Quote #: Q-91342
Date: 2/9/2022
Expires On: 4/30/2022
Confidential

Salesperson: James Kwan
Phone:
Email: james.kwan@everbridge.com

Contract Summary Information:	
Contract Period:	12 Months
Contract Start Date:	5/1/2022
Contract End Date:	4/30/2023

Qty	Description	Price
1	Mass Notification Pro	USD 10,609.00
17,531	Nixle Engage	USD 0.00

Pricing Summary:

Year One Fees:	USD 10,609.00
One-time Implementation and Setup Fees:	USD 0.00
Professional Services:	USD 0.00
Total Year One Fees Due:	**USD 10,609.00**

Messaging Credits Summary:

	Initial Credits Allowance	Additional Credits Purchased	Total Credits
Year 1	1,500,000	0	1,500,000

1. Quote subject to the terms and conditions of the Master Services Agreement, including any amendments, executed between Everbridge, Inc. and the customer listed above.
2. Messaging Credits listed above can be used for Notifications and expire at the end of each year. Consumption of Messaging Credits in excess of these amounts in any year will incur additional charges
3. Subject to sales taxes where applicable.
4. Except for currency designation, the supplemental notes below, if any, supplied in this Quote are for informational purposes and not intended to be legally binding or override negotiated language of the Everbridge Inc. Master Service Agreement.

Attachment: Mariposa County Sheriff's Office Renewal 2022 - 2023 (RES-2022-216 : Agreement with Everbridge, Inc.)

Authorized by Everbridge:

Signature: _____ **Date:** _____

Name (Print): _____ **Title:** _____

To accept this quote, sign, date and return:

Signature: _____ **Date:** _____

Name (Print): _____ **Title:** _____

155 North Lake Avenue, Suite 900
Pasadena, CA 91101 USA
Tel: +1-818-230-9700
Fax: +1-818-230-9505

THANK YOU FOR YOUR BUSINESS!

Attachment: Mariposa County Sheriff's Office Renewal 2022 - 2023 (RES-2022-216 : Agreement with Everbridge, Inc.)

Everbridge, Inc.
Master Services Agreement

This Master Services Agreement (**"Agreement"**) is entered into by and between Everbridge, Inc. (**"Everbridge"**) and _____ (**"Client"**), effective on the date of Client's signature below (**"Effective Date"**). Everbridge and Client are each sometimes referred to as a **"Party"** and collectively, the **"Parties."**

1. SERVICES.

1.1 Orders. Everbridge shall provide Client access to its proprietary interactive communication solutions (the "**Solutions**") subject to the terms and conditions set forth in this Agreement and the description of services and pricing provided in the applicable quote or other ordering document (e.g., statement of work) (the "**Quote**") and the applicable Solution documentation (the "**Documentation**"). If applicable, Everbridge shall provide the training and professional services ("**Professional Services**") set forth in the Quote. Collectively, the Solutions and Professional Services are referred to as the "**Services**". Everbridge shall provide Client with login and password information for each User (as defined below) and will configure the Solutions based on the maximum number of Contacts (as defined below) or Users, as applicable depending on the Solutions ordered. Client shall undergo the initial setup and training as set forth in the onboarding Documentation within sixty (60) days of the Effective Date. Unless otherwise provided in the applicable Quote or Documentation, Services are purchased as annual subscriptions.

1.2 Users; Contacts. "**Users**" are individuals who are authorized by Client from time to time to use the Solutions for the purposes of sending notifications, configuring templates, reporting or managing data, serving as system administrators, or performing similar functions, and who have been supplied user identifications and passwords by Client. Users may include employees and contractors of Client or an Included Department. "**Included Department**" means any enterprise department, office, agency, or other entity that receives a majority of its funding from the same general or enterprise fund, as applicable, as the Client. "**Contacts**" are individuals who Client contacts through the Solutions and/or who provides their personal contact information to Everbridge, including through an opt-in portal. If applicable to the particular Solution, the number of Users and/or Contacts that may be authorized by Client is set forth on the Quote.

1.3 Affiliated Entities. Departments, divisions, agencies or governmental entities which are affiliated politically, operationally or otherwise with Client, and which are not an Included Department (each, an "**Affiliated Entity**") may purchase Services to the same extent as Client, provided, that the Affiliated Entity purchases the Services on the same terms and conditions as are contained in this Agreement pursuant to a fully executed Quote agreed to by Everbridge and such Affiliated Entity. Client and the Affiliated Entity shall maintain separate accounts with Everbridge. Solely as to the Agreement between Everbridge and such Affiliated Entity, all terms and references to "Client" shall refer to such Affiliated Entity upon execution of an applicable Quote. By executing a Quote each Affiliated Entity agrees to be bound by all the terms and conditions herein as to such Affiliated Entity. An entity that otherwise qualifies under this definition will be included within the meaning of Affiliated Entity even though it qualifies after the execution of this Agreement.

2. PAYMENT TERMS.

Everbridge shall invoice Client annually in advance for all Solutions and Professional Services, and Client shall pay the fees set forth in the Quote within thirty (30) days from date of invoice. If Client exceeds any role-based numbers, messaging credits or other usage levels specified in the Quote, then Everbridge may invoice Client for any overages at the then applicable rate. All Professional Services must be used within 12 months from date of purchase. Late payments shall accrue interest at a rate of one and one-half percent (1.5%) per month or the highest rate allowed by applicable law, whichever is lower. Such interest shall be in addition to any other rights and remedies of Everbridge. Unless otherwise provided, the fees set forth in the Quote do not include any local, state, federal or foreign taxes, levies or duties of any nature, all of which Client is responsible for paying, except for those relating to Everbridge's net income or property. If Everbridge is legally obligated to collect or pay taxes for which Client is responsible, the appropriate amount shall be invoiced to and paid by Client, unless Client provides a valid tax exemption certificate.

3. RESPONSIBILITIES.

3.1 Client Data. Client shall retain all ownership rights in all Contact data and all electronic data Client transmits to Everbridge to or through the Solutions ("**Client Data**"). Client represents that it has the right to authorize and hereby does authorize Everbridge to collect, store and process Client Data subject to the terms of this Agreement. Client shall maintain a copy of all Contact data it provides to Everbridge.

3.2 Use of Solutions. Client is responsible for all activity occurring under Client's account(s) and shall comply with all applicable Privacy Laws (as defined below) and all other applicable laws and regulations in connection with Client's use of the Services, including its provision of Client Data to Everbridge. Client shall be responsible for ensuring that there is a lawful basis for sending communications through the Solutions to Contacts including, where applicable, obtaining the required consent of Contacts. Client shall use the Service in accordance with Everbridge's then applicable Acceptable Use Policy posted on www.everbridge.com. Client shall promptly notify Everbridge of any unauthorized use of any password or account of which Client becomes aware. Client acknowledges that the Solutions are a passive conduit for the transmission of Client Data, and Everbridge has no obligation to screen, preview or monitor content, and shall have no liability for any errors or omissions or for any defamatory, libelous, offensive or otherwise unlawful content in any Client Data, or for any losses, damages, claims, or other actions arising out of or in connection with any data sent, accessed, posted or otherwise transmitted via the Solutions by Client, Users or Contacts, except to the extent such losses are caused directly by the acts or omissions of Everbridge personnel.

3.3 Data Privacy. Everbridge shall abide by all applicable Privacy Laws in connection with the operation of the Solutions. "**Privacy Laws**" means all U.S. federal and state laws and regulations regarding consumer and data protection and privacy.

3.4 Data Security. Everbridge's IT security and compliance program includes the following standards generally adopted by industry leading SaaS providers: (i) reasonable and appropriate technical, organizational, and security measures against the destruction, loss, unavailability, unauthorized access or alteration of Client Data in the possession or under the control of Everbridge, including measures to ensure the availability of information following interruption to, or failure of, critical business

Attachment: SLG Master Services Agreement v9 (RES-2022-216 : Agreement with Everbridge, Inc.)

processes; and (ii) an annual assessment of its security controls performed by an accredited third party audit firm in accordance with the Statement on Standards for Attestation Engagements No. 18 (SSAE 18). Upon request, Everbridge shall provide Client with a copy of its current SSAE 18 SOC 2 report. Everbridge's security framework is based on the security requirements and controls within US National Institute of Standards and Technology (NIST) Special Publication 800-53 – Security and Privacy Controls for Information Systems and Organizations. The NIST 800-53 security requirement standard has direct mapping to other security and data privacy frameworks, including global information security standard ISO 27001, HIPAA-HITECH, and HITRUST. The data security procedures that Everbridge follows when providing the Solutions are included at the following URL: https://docs.everbridge.com/cdn/legal/Data-Security-Exhibit.pdf.

4. TERM. The term of this Agreement shall begin on the Effective Date and shall expire when all underlying Quotes with Client or its Affiliates have expired in accordance with the terms of such Quotes, unless terminated earlier as provided herein. Services under an applicable Quote will begin as set forth in such Quote and shall continue for the initial term specified therein ("**Initial Service Term**"). If a Quote contains Services added to an existing subscription, such added Services will be coterminous with the Initial Service Term or applicable renewal Service term ("**Renewal Term**"), unless otherwise agreed to by the Parties. Client shall be notified at least sixty (60) days in advance of any Renewal Term. If at the end of the applicable Quote, Client intends to renew the Agreement, but has not provided a timely executed written renewal prior to the end of such term, then Everbridge, in its sole discretion, shall continue the Service(s) hereunder for thirty (30) days (the "**Grace Period**") in order to secure an executed renewal by Client, provided that Client shall pay to Everbridge the annual fee then in effect divided by twelve (12) (the "**Monthly Holdover Fee**"). The Grace Period is provided to Client as a courtesy so that Services will not be terminated prior to the execution of a renewal. Due to insurance and liability reasons Everbridge can only provide one Grace Period and will charge the Monthly Holdover Fee. The Monthly Holdover Fee is instituted in order to protect Client from termination or suspension of the Services, and to ensure that timely renewals are entered into. Monthly Holdover Fees shall not be returned or refunded to the Client as a credit towards any renewal. Except as set forth in an applicable Quote, or unless this Agreement is terminated as provided herein, upon expiration of the term of any Quote, such Quote shall renew automatically for successive subsequent periods of twelve (12) months unless either party notifies the other party of its intent to terminate at least thirty (30) days prior to the end of the then current term. Everbridge reserves the right to increase its fees in any Renewal Term by three percent (3%).

5. TERMINATION; SUSPENSION.

5.1 Termination by Either Party. Either Party may terminate this Agreement upon the other Party's material breach of the Agreement, provided that (i) the non-breaching Party sends written notice to the breaching Party describing the breach in reasonable detail; (ii) the breaching Party does not cure the breach within thirty (30) days following its receipt of such notice (the **"Notice Period"**); and (iii) following the expiration of the Notice Period, the non-breaching Party sends a second written notice indicating its election to terminate this Agreement. If Client terminates this Agreement due to material breach by Everbridge, Client shall be entitled to a refund of any prepaid unused fees on a pro-rata basis, provided that such refund shall be Client's sole and exclusive remedy.

5.2 Termination or Suspension for Non-Payment. If Client fails to pay any amounts due within thirty (30) days of their due date, Everbridge may terminate this Agreement upon thirty (30 days' prior written notice to Client. Termination for non-payment shall not relieve Client of its outstanding obligations (including payment) under this Agreement. In lieu of termination for non-payment, Everbridge may suspend Client's access to the Solutions upon written notice to Client.

5.3 Suspension. Everbridge may temporarily suspend Client's access to the Solutions or any portion thereof for (i) emergency network repairs, threats to, or actual breach of network security; or (ii) any legal, regulatory, or governmental prohibition affecting the Solution. Everbridge shall use its best efforts to notify Client through its Client Portal and/or via email prior to such suspension and shall reactivate any affected portion of the Solution as soon as possible.

6. PROPRIETARY RIGHTS.

6.1 Grant of License. Subject to the terms and conditions of this Agreement, Everbridge hereby grants to Client, during the term of this Agreement, a limited, non-exclusive, non-transferable, non-sublicensable right to use the Solutions.

6.2 Restrictions. Client shall use the Solution solely for its internal business purposes. In particular, Client's use of the Solutions shall not include service bureau use, outsourcing, renting, reselling, sublicensing, or time-sharing. Client shall not (i) sell, transfer, assign, distribute or otherwise commercially exploit or make the Solution available to any third party except as expressly set forth herein; (ii) modify or make derivative works based upon the Solution; (iii) reverse engineer the Solution; (iv) remove, obscure or alter any proprietary notices or labels on the Solution or any materials made available by Everbridge; (v) use, post, transmit or introduce any device, software or routine (including viruses, worms or other harmful code) which interferes or attempts to interfere with the operation of the Solution; or (vi) defeat or attempt to defeat any security mechanism of any Solution.

6.3 Reservation of Rights. The Solutions (including all associated computer software (whether in source code, object code, or other form), databases, indexing, search, and retrieval methods and routines, HTML, active server pages, intranet pages, and similar materials) and all intellectual property and other rights, title, and interest therein (collectively, "**IP Rights**"), whether conceived by Everbridge alone or in conjunction with others, constitute Confidential Information and the valuable intellectual property, proprietary material, and trade secrets of Everbridge and its licensors and are protected by applicable intellectual property laws of the United States and other countries. Everbridge owns (i) all voluntary feedback regarding the design or operation of the Services (except for the Client Data) provided to Everbridge by Users, Client and Contacts in conjunction with the Services, and (ii) all aggregated and anonymized transactional, performance, derivative data and metadata generated in connection with the Solutions, which are generally used to improve the functionality and performance of the Services. Except for the rights expressly granted to Client in this Agreement, all rights in and to the Solutions and all of the foregoing elements thereof (including the rights to any work product resulting from Professional Services and to any modification, enhancement, configuration or derivative work of the Solutions) are and shall remain solely owned by Everbridge and its respective licensors. Everbridge may use and provide Solutions and Professional Services to others that are similar to those provided to Client hereunder, and Everbridge may use in engagements with others any knowledge, skills, experience,

Attachment: SLG Master Services Agreement v9 (RES-2022-216 : Agreement with Everbridge, Inc.)

ideas, concepts, know-how and techniques used or gained in the provision of the Solutions or Professional Services to Client, provided that, in each case, no Client Data or Client Confidential Information is disclosed thereby.

7. CONFIDENTIAL INFORMATION.

7.1 Definition. **"Confidential Information"** means all information of a Party (**"Disclosing Party"**) disclosed to the other Party (**"Receiving Party"**), whether orally, electronically, in writing, or by inspection of tangible objects (including, without limitation, documents or prototypes), 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. Confidential Information includes without limitation, all Client Data, the Solutions, and either Party's business and marketing plans, technology and technical information, product designs, reports and business processes. Confidential Information shall not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to Disclosing Party; (ii) was known to Receiving Party prior to its disclosure by Disclosing Party without breach of any obligation owed to Disclosing Party; (iii) was independently developed by Receiving Party without breach of any obligation owed to Disclosing Party; or (iv) is received from a third party without breach of any obligation owed to Disclosing Party.

7.2 Protection. Receiving Party shall not disclose or use any Confidential Information of Disclosing Party for any purpose other than performance or enforcement of this Agreement without Disclosing Party's prior written consent. If Receiving Party is compelled by law to disclose Confidential Information of Disclosing Party, including under the Freedom of Information Act or other public information request (i.e., "state sunshine" laws) it shall provide Disclosing Party with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at Disclosing Party's cost, if Disclosing Party wishes to contest the disclosure. Receiving Party shall protect the confidentiality of Disclosing Party's Confidential Information in the same manner that it protects the confidentiality of its own confidential information of like kind (but in no event using less than reasonable care). Receiving Party shall promptly notify Disclosing Party if it becomes aware of any breach of confidentiality of Disclosing Party's Confidential Information.

7.3 Upon Termination. Upon any termination of this Agreement, the Receiving Party shall continue to maintain the confidentiality of the Disclosing Party's Confidential Information and, upon request and to the extent practicable, destroy all materials containing such Confidential Information. Notwithstanding the foregoing, either Party may retain a copy of any Confidential Information if required by applicable law or regulation, in accordance with internal compliance policy, or pursuant to automatic computer archiving and back-up procedures, subject at all times to the continuing applicability of the provisions of this Agreement.

8. WARRANTIES; DISCLAIMER.

8.1 Everbridge Warranty. Everbridge shall provide the Solutions in material compliance with the functionality and specifications set forth on the applicable Solution Documentation. Everbridge shall provide 24X7X365 customer support in accordance with its most recently published Support Services Guide. Professional Services shall be performed in a professional manner consistent with industry standards.

8.2 Disclaimer. THE FOREGOING REPRESENT THE ONLY WARRANTIES MADE BY EVERBRIDGE HEREUNDER, AND EVERBRIDGE EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. EVERBRIDGE DOES NOT WARRANT THAT THE SOLUTION WILL OPERATE ERROR FREE OR WITHOUT INTERRUPTION. WITHOUT LIMITING THE FOREGOING, IN NO EVENT SHALL EVERBRIDGE HAVE ANY LIABILITY FOR PERSONAL INJURY (INCLUDING DEATH) OR PROPERTY DAMAGE ARISING FROM FAILURE OF THE SOLUTION TO DELIVER AN ELECTRONIC COMMUNICATION, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, EVEN IF EVERBRIDGE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

8.3 SMS Transmission. CLIENT ACKNOWLEDGES THAT THE USE OF SHORT MESSAGING SERVICES ("SMS"), ALSO KNOWN AS TEXT MESSAGING, AS A MEANS OF SENDING MESSAGES INVOLVES A REASONABLY LIKELY POSSIBILITY FROM TIME TO TIME OF DELAYED, UNDELIVERED, OR INCOMPLETE MESSAGES AND THAT THE PROCESS OF TRANSMITTING SMS MESSAGES CAN BE UNRELIABLE AND INCLUDE MULTIPLE THIRD PARTIES THAT PARTICIPATE IN THE TRANSMISSION PROCESS, INCLUDING MOBILE NETWORK OPERATORS AND INTERMEDIARY TRANSMISSION COMPANIES. ACCORDINGLY, EVERBRIDGE RECOMMENDS THAT SMS MESSAGING NOT BE USED AS THE SOLE MEANS OF COMMUNICATION IN AN EMERGENCY SITUATION.

9. INDEMNIFICATION.

9.1 By Client. Client shall defend, indemnify and hold Everbridge harmless against any loss or damage (including reasonable attorneys' fees) incurred in connection with any third party claim, suit or proceeding (**"Claim"**) against Everbridge arising out of any data sent, posted or otherwise transmitted via the Solution by Client or Contacts, or any breach by Client of Sections 3 or 6.

9.2 By Everbridge. Everbridge shall defend, indemnify and hold Client harmless from and against any Claim against Client arising out of (i) any breach by Everbridge of applicable Privacy Laws; (ii) any breach by Everbridge of its data security obligations under Section 3.4; or (iii) an allegation that the Solution as contemplated hereunder infringes an issued patent or other IP Right in a country in which the Solution is provided to Client. If (x) any aspect of the Solution is found or, in Everbridge's reasonable opinion is likely to be found, to infringe upon the IP Right of a third party or (y) the continued use of the Solution is enjoined, then Everbridge will promptly and at its own cost and expense at its option: (i) obtain for Client the right to continue using the Solution; (ii) modify such aspect of the Solution so that it is non-infringing; or (iii) replace such aspect of the Solution with a non-infringing functional equivalent. If, after all commercially reasonable efforts, Everbridge determines in good faith that options (i) - (iii) are not feasible, Everbridge will remove the infringing items from the Solution and refund to Client on a pro-rata basis any prepaid unused fees paid for such infringing element. The remedies set forth in this Section 9.2 are Client's exclusive remedy for Claims for infringement of an IP Right. Everbridge shall have no obligation or liability for any claim pursuant to this Section to the extent arising from: (i) the combinations, operation, or use of the Solution supplied under this Agreement with any product, device, or software not supplied by Everbridge to the extent the combination creates the infringement; (ii) the unauthorized alteration or modification by Client of the Solution; or (iii) Everbridge's

Attachment: SLG Master Services Agreement v9 (RES-2022-216 : Agreement with Everbridge, Inc.)

compliance with Client's designs, specifications, requests, or instructions pursuant to an engagement for Everbridge Professional Services relating to the Solution to the extent the claim of infringement is based on the foregoing.

9.3 Indemnification Process. The indemnifying party's obligations under this Section 9 are contingent upon the indemnified party (a) promptly giving notice of the Claim to the indemnifying party once the Claim is known; (b) giving the indemnifying party sole control of the defense and settlement of the Claim (provided that the indemnifying party may not settle such Claim unless such settlement unconditionally releases the indemnified party of all liability and does not adversely affect the indemnified party's business or service); and (c) providing the indemnifying party all available information and reasonable assistance.

10. LIABILITY LIMITS. To the maximum extent permitted by law, neither Party shall have any liability to the other Party for any indirect, special, incidental, punitive, or consequential damages, however caused, under any theory of liability, and whether or not the Party has been advised of the possibility of such damage. Except for its indemnification obligations under Section 9.2, notwithstanding anything in this Agreement to the contrary, in no event shall Everbridge's aggregate liability, regardless of whether any action or claim is based on warranty, contract, tort or otherwise, exceed amounts paid or due by Client to Everbridge hereunder during the 12-month period prior to the event giving rise to such liability. The foregoing limitations shall apply even if the non-breaching party's remedies under this Agreement fail their essential purpose.

11. INSURANCE. Everbridge will maintain during the term of this Agreement the following coverages: (i) General Liability insurance, with liability limits of at least $5,000,000; (ii) Network Technology/Cyber Liability coverage with limits of at least $5,000,000; and (iii) workers' compensation insurance as required by the state or local law in which the work is performed. Upon request by Client, Everbridge shall provide Client a certificate of insurance evidencing such coverages.

12. MISCELLANEOUS.

12.1 Non-Solicitation. As additional protection for Everbridge's proprietary information, for so long as this Agreement remains in effect, and for one year thereafter, Client agrees that it shall not, directly or indirectly, solicit, hire or attempt to solicit any employees of Everbridge; provided, that a general solicitation to the public for employment is not prohibited under this section.

12.2 Force Majeure; Limitations. Everbridge shall not be responsible for performance under this Agreement to the extent precluded by circumstances beyond Everbridge's reasonable control, including without limitation acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, labor problems, regional technology interruptions, or denial of service attacks. The Solution delivers information for supported Contact paths to public and private networks and carriers, but Everbridge cannot guarantee delivery of the information to the recipients. Final delivery of information to recipients is dependent on and is the responsibility of the designated public and private networks or carriers.

12.3 Waiver; Severability. The failure of either Party hereto to enforce at any time any of the provisions or terms of this Agreement shall in no way be considered to be a waiver of such provisions. If any provision of this Agreement is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision shall, to the extent required, be deemed deleted or revised, and the remaining provisions shall continue in full force and effect to the maximum extent possible so as to give effect to the intent of the Parties.

12.4 Assignment. Neither party may assign this Agreement to any third party except upon the other Party's prior written consent, which consent shall not be unreasonably withheld or delayed; provided, that no such consent shall be required in the event of an assignment to an Affiliated Entity or to a successor-in-interest to the business of the assigning Party resulting from a merger, reorganization, or sale of all or substantially all such Party's assets. Notwithstanding the above, neither Party shall assign this Agreement to any third party which is a competitor of the other Party.

12.5 Governing Law; Attorney's Fees. This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to its conflicts of laws rules. The U.N. Convention on Contracts for the International Sale of Goods shall not apply. The prevailing party in any action arising out of this Agreement shall be entitled to its reasonable attorneys' fees and costs.

12.6 Notices. Legal notices (e.g., claimed breach or termination) to be provided under this Agreement shall be delivered in writing (a) in person, (b) by nationally recognized overnight delivery service, or (c) by U.S. certified or first class mail to the other party as set forth on the signature page hereto. All legal notices shall be deemed to have been given upon receipt or, if under (c), three (3) business days after being deposited in the mail. Either party may change its address by giving notice of the new address to the other party pursuant to this Section and identifying the effective date of such change. Everbridge may provide all other notices to Client's billing contact on the Client Registration Form or, with respect to availability, upgrades or maintenance of the Solutions, to the Everbridge Support Center.

12.7 Marketing. Client consents to Everbridge referencing Client's name as an Everbridge Client in Everbridge publications, its website, and other marketing materials.

12.8 Equal Employment Opportunity. Everbridge, Inc. is a government contractor and is subject to the requirements of Executive Order 11246, the Rehabilitation Assistance Act and VEVRAA. Pursuant to these requirements, the Equal Opportunity Clauses found at 41 Code of Federal Regulations sections 60-1.4(a) (1-7), sections 60-250.4(a-m), sections 60-300.5 (1-11) and sections 60-741.5 (a) (1-6) are incorporated herein by reference as though set forth at length, and made an express part of this Agreement.

12.9 Export Compliant. Neither Party shall export, directly or indirectly, any technical data acquired from the other pursuant to this Agreement or any product utilizing any such data to any country for which the U.S. Government or any agency thereof at the time of export requires an export license or other governmental approval without first obtaining such license or approval. Client shall not permit Users to send notifications to a Contact in a U.S. embargoed country or in violation of any U.S. export law or regulation.

12.10 U.S. Government End-Users. The Solutions and related documentation are "commercial items" as defined at 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, U.S. government customers and end-users acquire licenses to the Solutions and related documentation with only those rights set forth herein.

Attachment: SLG Master Services Agreement v9 (RES-2022-216 : Agreement with Everbridge, Inc.)

12.11 General. This Agreement, including its Exhibits and any Quote, constitutes the entire agreement between the Parties and supersedes all other agreements and understandings between the Parties, oral or written, with respect to the subject matter hereof, including any confidentiality agreements. This Agreement shall not be modified or amended except by a writing signed by both Parties. ANY NEW TERMS OR CHANGES INTRODUCED IN A PURCHASE ORDER OR OTHER DOCUMENT ARE VOID AND OF NO FORCE OR EFFECT. EVERBRIDGE'S ACKNOWLEDGEMENT OF RECEIPT OF SUCH DOCUMENT OR ACCEPTANCE OF PAYMENT SHALL NOT CONSTITUTE AGREEMENT TO ANY TERMS OTHER THAN THOSE SET FORTH IN THIS AGREEMENT. There are no third party beneficiaries to this Agreement. Any right, obligation or condition that, by its express terms or nature and context is intended to survive the termination or expiration of this Agreement, shall survive any such termination or expiration hereof. This Agreement, and any other document referencing and governed by this Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but which together shall constitute the same agreement. Each Party agrees to be bound by its digital or electronic signature, whether transmitted by fax machine, in the form of an electronically scanned image (e.g., in .pdf form), by email, or by other means of e-signature technology, and each Party agrees that it shall accept the signature of the other Party transmitted in such a manner.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

EVERBRIDGE, INC. By: _____ Print Name: _____ Title: _____ Date: _____ Address: 25 Corporate Drive Burlington, Massachusetts 01803 **For legal notice:** Attention: Legal Department	**CLIENT**: _____ By: _____ Print Name: _____ Title: _____ Date: _____ **Client's Address:** _____ _____ _____ Attn: _____ **Address for Legal Notice:** _____ _____ _____ Attn: _____

Attachment: SLG Master Services Agreement v9 (RES-2022-216 : Agreement with Everbridge, Inc.)

EXHIBIT A
Additional Business Terms

The following additional business terms are incorporated by reference into the Agreement as applicable based on the particular products and services described on the Quote.

If Client Is Ordering Nixle® Products or Community Engagement:

1. Client grants to Everbridge a non-exclusive, royalty free, worldwide and perpetual right and license (including sublicense) to (a) use, copy, display, disseminate, publish, translate, reformat and create derivative works from communications Client sends through the Solutions for public facing communications to citizens, other public groups and public facing websites, including social media (e.g., Google®, Facebook®) (collectively, "**Public Communications**"), (b) use and display Client's trademarks, service marks and logos, solely as part of the Public Communications to Contacts who have opted in to receive those Communications, and on other websites where Everbridge displays your Public Communications, as applicable, and (c) place a widget on Client's website in order to drive Contact opt-in registrations. Client further acknowledges and agrees that all personal information from individuals registering through such widget is owned expressly by Everbridge and such information will be governed by the applicable Privacy Policy.

If Client Is Ordering Everbridge Suite Products:

1. **Messaging Credits.** The Solutions include units of usage ("**Messaging Credits**") for communications sent by Client through the Solutions to multiple Contacts via one or more communication paths ("**Notifications**"). No Messaging Credits shall be required to send Notifications by push notification (Everbridge mobile application), by email or by pager. If Client's use of the Solutions exceeds the amount of Messaging Credits allocated to the account or previously purchased, Client shall pay for such overages and charges back to the date they were incurred. Unused Messaging Credits expire at the end of the annual billing period under the applicable Quote and are not refundable. Additional Messaging Credits may be purchased separately.

2. **Usage.** Messaging Credits shall be applied per Notification sent by Client through the Solutions. A single Notification is defined as follows:

   - SMS Text messages:
     i. For messages that contain only GSM characters, each 153 characters or portion thereof.
     ii. For messages that contain any non-GSM characters, each 67 characters or portion thereof.
     iii. GSM characters include only characters in the GSM 7-bit default alphabet.
     iv. Character limits for SMS Text messages are determined by telecommunication providers. Everbridge reserves the right to change the length of a single SMS Text message if telecommunication providers update these amounts.
   - Voice messages or Conference Voice: One minute or portion of a minute of the voice message, calculated on a cumulative basis per month, per destination country.
   - TTY: One minute per TTY message.
   - Fax: Per page transmitted.

3. **Role-based Limits.** If Client exceeds any role-based limits (such as the number of Contacts, Resolvers or authorized users of a Solution) set forth on the applicable Quote, Client shall pay for such additional role-based numbers as of the date that the overage began. Payment shall be at the role-based number rate in the Quote and shall be paid for the duration of the term of such Quote.

4. **Other Usage Limits.** If the applicable Quote sets forth any geographic, departmental, entity-based or other limitation on usage of the Solutions, then Client's use of the Solutions is expressly limited to Contacts who are based in such geographic area, department or entity or who otherwise meet the usage limitation criteria specified in the Quote. Client's use of the Solutions with any Contacts who are not included within such limitations shall constitute a material default under this Agreement and shall subject such Client to additional charges for such unauthorized usage.

5. **Data Feeds.** Client shall not use any automated device, computer program, software, tool, algorithm, bot or similar process to mine or systematically scrape or extract data from any of the products, except as authorized in writing by Everbridge. Notwithstanding anything to the contrary in this Agreement, to the extent that Client has purchased or accesses Data Feeds, the content such feeds are provided solely on an "AS IS" and "AS AVAILABLE" basis and Everbridge disclaims any and all liability of any kind or nature resulting from (a) any inaccuracies or failures with respect to such Data Feeds or (b) any actions taken by Client as a result of its use of the Solutions or its content. All Data Feeds are provided solely as a convenience and do not constitute an endorsement by Everbridge. The sole and exclusive remedy for any failure, defect, or inability to access the content of such Data Feed shall be to terminate the Data Feed with no further payments due. **"Data Feed"** means data content or websites licensed or provided by third parties to Everbridge and supplied to Client in connection with the Solution (e.g., real time weather system information and warnings, 911 data, third party maps, and situational intelligence) or publicly-available information that Client accesses on the Internet while using the Services. Clients purchasing Visual Command Center or Signal products further agree that they will comply with the Data Feed Terms and Conditions found at https://www.everbridge.com/wp-content/uploads/Data-Feed-Terms-and-Conditions-Oct-2019.pdf.

Attachment: SLG Master Services Agreement v9 (RES-2022-216 : Agreement with Everbridge, Inc.)

6. **Resident Connection Data**. If a Client is purchasing Resident Connection Data, Everbridge provides to Client a limited, non-exclusive, non-transferable, non-sublicensable, right to use mobile, landline and VoIP telephone records ("**Resident Connection Data**") in connection with emergency notifications sent through the Everbridge Solutions. Resident Connection Data is Confidential Information of Everbridge and is subject to the confidentiality obligations in Section 7 and the license restrictions in Section 6.2 of this Agreement. Unless provided herein, Resident Connection Data is owned expressly by Everbridge and rights to use such data terminates upon the termination or expiration of this Agreement.

7. **Incident Management/IT Alerting.** If a Client is purchasing the Incident Management or IT Alerting Solution, (a) Clients may only designate the number of Users set forth on the Quote, and such individuals shall only have the access rights pursuant to such designation and role; (b) "Incident Administrators" are authorized by Client as an administrator for the Incident Management or IT Alerting Solution components and are typically responsible for the configuration of IT Alerting as well as managing and reporting on Incidents ; (c) "Incident Operators" are authorized by Client as an operator of the Incident Management or IT Alerting Solution and are typically responsible for launching/managing Incidents; and (d) "Group Managers" shall have the ability to build, manage and/or participate in on-call schedules to receive IT related notifications. Everbridge may limit or throttle Client's automated use of the Incident Management or IT Alerting Solution in order to protect the stability and security of the Solution.

8. **Secure Messaging.** If a Client is purchasing peer to peer secure messaging solutions ("**Secure Messaging**"), Everbridge shall comply with all applicable privacy laws, including the Health Insurance Portability and Accountability Act of 1996 ("**HIPAA**"), the Health Information Technology for Economic and Clinical Health Act ("**HITECH Act**"), the Gramm-Leach-Bliley Act, and the Fair Credit Reporting Act, as applicable based on solution purchased. Our Secured Messaging products for healthcare are subject to our Business Associate Agreement, available at https://www.everbridge.com/wp-content/uploads/2015/07/Business-Associate-Form-lkd-v1-7.7.15.pdf, which is incorporated and made a part of this Agreement. Client acknowledges and agrees that Secure Messaging solutions are intended to deliver non-critical, non-emergency messages between users as a convenience to facilitate communications and are not intended for or suitable for use in situations where a failure or time delay of, or errors or inaccuracies in, the content, data or information provided through the services could lead to death, personal injury or property damage.

Non-Emergency Messaging

1. If Client is using the solution to send non-emergency calls, text messages or emails to consumers, Client expressly agrees to comply with the Telephone Consumer Protection Act of 1991, including its implementing regulations, the CAN-SPAM Act of 2003, and any other similar laws and regulation (collectively, "**Consumer Protection Law").** Client shall not violate these or others applicable laws and warrants that it shall receive express consent from Contacts if its messages fall within these Consumer Protection Laws. Client shall defend, indemnify and hold Everbridge harmless from any violation by Client of Consumer Protection Law. Client further agrees that any marketing or sales related text messages will comply with the policies and guidelines of the Mobile Marketing Association found at http://mmaglobal.com/policies/code-of-conduct.

Attachment: SLG Master Services Agreement v9 (RES-2022-216 : Agreement with Everbridge, Inc.)

EXHIBIT B
IPAWS- CMAS/WEA Addendum

This addendum is incorporated by reference into the Agreement as applicable based on the particular products and services described on the Quote.

1 **IPAWS Authorization.** Client represents and warrants to Everbridge that any employee, agents, or representatives of Client who access IPAWS-OPEN using Client's credentials provided by FEMA (each, an "IPAWS User"), are authorized by FEMA to use IPAWS-OPEN, have completed all required training, and Client has executed an IPAWS Memorandum of Agreement ("MOA") with FEMA. Client shall contact Everbridge immediately upon any change in Client or any IPAWS User's right to access IPAWS-OPEN. Client shall only access IPAWS-OPEN using its designated credentials and FEMA issued digital certificate ("Digital Certificate"). Client acknowledges and agrees that Everbridge shall not have access to its credentials and that Client assumes full responsibility for maintaining the confidentiality of any credentials issued to it. Client shall be solely responsible for any and all claims, damages, expenses (including attorneys' fees and costs) that arise from any unauthorized use or access to IPAWS-OPEN.

2. **Credentials.** Client shall load and maintain within its Everbridge account Organization, its Digital Certificate, COG ID, and Common Name. Client authorizes and requests Everbridge to use the foregoing stored information to connect Client to IPAWS-OPEN.

3. **Messaging.** Client acknowledges and agrees that: (i) upon submission of messages to IPAWS-OPEN, Everbridge shall have no further liability for the distribution of such message, and that the distribution through IPAWS-OPEN, including, but not limited to, delivery through the Emergency Alert System or the Commercial Mobile Alert System, is in no way guaranteed or controlled by Everbridge; (ii) Everbridge shall not be liable as a result of any failure to receive messages distributed through IPAWS-OPEN; (iii) IPAWS may include additional features not supported through the Everbridge system, and Everbridge shall not be required to provide such additional features to Client; and (iv) Client shall be solely responsible and liable for the content of any and all messages sent through IPAWS-OPEN utilizing its access codes.

4. **Term.** Client acknowledges and agrees that access to IPAWS-OPEN shall be available once Client has provided Everbridge with the Digital Certificate and any other reasonably requested information to verify access to the system. Upon termination of the Agreement access to IPAWS-OPEN shall immediately terminate. In addition, Everbridge may immediately terminate, without liability, access to IPAWS-OPEN, if Client breaches this Addendum, the MOA, or FEMA changes the IPAWS-OPEN system so that it materially change the business terms and/or feasibility for Everbridge to provide such access.

Attachment: SLG Master Services Agreement v9 (RES-2022-216 : Agreement with Everbridge, Inc.)

MARIPOSA COUNTY

Sheriff's Office · 209 966-3615

RESOLUTION - ACTION REQUESTED 2022-217

MEETING: April 5, 2022

TO: The Board of Supervisors

FROM: Jeremy Briese, Sheriff

RE: 2022-2023 Boating Safety Enforcement Financial Aid Contract

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RECOMMENDATION AND JUSTIFICATION:
Approve an Agreement with the California Department of Parks and Recreation, Division of Boating and Waterways to participate in the Boating Safety and Enforcement Financial Aid Program for Fiscal Year 2022-2023; and authorize the Chair of the Board of Supervisors to sign the agreement.

The Department of Boating and Waterways is obligated under Harbor and Navigation Code 663.7 (a) to provide financial aid for Boating Safety and Enforcement Programs to each county in the State of California. The proposed contract amount for the fiscal year 2022-2023 is $231,827.00.

The Mariposa County Sheriff's Office is responsible for boating safety and enforcement on the Merced River, Lake McClure and Lake McSwain. The Mariposa County Sheriff's Office currently has two full-time Sheriff Deputies assigned to the Boating Safety and Enforcement Program. The funding received pays for the personnel costs for the assigned Sheriff Deputies and a portion of the operational costs. The Sheriff Deputies are charged with providing boating safety and enforcement to the population that visit Lake McClure, Lake McSwain, and the Merced River.

Harbors and Navigation Code 663.7(e) The department shall not allocate funds to any county or a public agency within a county unless the department receives a resolution adopted annually by the board of supervisors authorizing the county to participate in the program and certifying that the county will expend for boating safety programs during that year not less than an amount equal to 100 percent of the amount received by the county from personal property taxes on vessels. The money allocated to a county pursuant to subdivision (a) shall be used only for boating safety and enforcement programs, as specified in subdivision (a), that are conducted in that county.

Title 14 6593.4 (a)(1) In the case of a local government agency within a county, a certified copy of the resolution or minute order shall accompany the application for financial aid from that local government entity, as well as a certified copy of the resolution or minute order from its county board of supervisors, authorizing the agency to participate in the program.
(2) The resolution or minute order shall:
(A) Authorize the chairperson, or designated representative, to sign the application and contract.

(B) Authorize the chairperson, or designated agency representative, to sign the department's form for each reimbursement claim.
(C) Authorize the county auditor to certify the amount of prior year vessel taxes received by the county.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
Mariposa County has been participating in the financial aid program since 1987.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Failure to sign the financial aid program contract would result in Mariposa County incurring 100% of the cost to provide boating safety and enforcement or to reduce services in boating safety and enforcement.

FINANCIAL IMPACT:
$231,827 in revenue will be included in the 2022-2023 Requested Budget to offset the costs of the Boating Safety budget.
04/06/21 001-0219-523-5601 · State Revenue $231,827.00

ATTACHMENTS:
Title 14 (PDF)
Boating and Waterways Program Agreement(PDF)

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

Attachment I Harbors and Navigation Code Section 663.7

663.7. Boating safety and enforcement aid program. (a) Each county of the state is entitled to receive state financial aid for boating safety and enforcement programs on waters under its jurisdiction as provided in this section. A boating safety and enforcement program, as used in this section, includes search and rescue operations, recovery of drowned bodies, enforcement of state and local measures for regulation of boating activities, inspection of vessels, and supervision of organized water events.

(b) A public agency within a county and the Department of Parks and Recreation are entitled to receive aid for boating safety and enforcement programs on waters under their jurisdiction through the county in which it lies, and that aid shall be counted as aid to the county; except that aid provided under subdivision (h) for boating safety and enforcement programs of the Department of Parks and Recreation for waters under its jurisdiction shall not be counted as aid to a county.

(c) (1) Of the funds appropriated for boating safety and enforcement programs pursuant to section 85.2, the department shall adopt and utilize a formula that first allocates funds to counties so that no county receives less than the amount it was allocated in the 1996–97 fiscal year, unless the county's program is reduced, or the county does not meet the eligibility requirements of this section. If the total amount of money in the Harbors and Watercraft Revolving Fund is less than the amount available for the 1996–97 fiscal year, the funds allocated to each county shall be reduced in proportion to the reduction in the overall fund relative to the 1996–97 fiscal year.

(2) Second, from funds remaining, the department shall allocate funds to eligible counties which have submitted a grant application pursuant to subdivision (i) but which do not receive an allocation pursuant to paragraph (1).

(3) The funds allocated pursuant to paragraph (1) shall not be greater in total amount than 50 percent of the funds appropriated for boating safety programs, unless the department determines that an amount greater than 50 percent is needed to meet the minimum allocation requirements set forth in paragraph (1).

(d) The amount of aid for which a county or a public agency within a county is eligible under this section shall not exceed the total cost of its boating safety and enforcement program. Notwithstanding paragraph (1) of subdivision (c), no county shall receive an amount greater than 20 percent of the total funds appropriated to all counties for boating safety and enforcement programs in any fiscal year. Notwithstanding any other provision of this section, any county that receives a boating safety and enforcement allocation during the 1997–98 fiscal year as a result of a prior appropriation shall not receive an additional allocation for the 1997–98 fiscal year pursuant to this section.

(e) The department shall not allocate funds to any county or a public agency within a county unless the department receives a resolution adopted annually by the board of supervisors authorizing the county to participate in the program and certifying that the county will expend for boating safety programs during that year not less than an amount equal to 100 percent of the amount received by the county from personal property taxes on vessels. The money allocated to a county pursuant to subdivision (a) shall be used only for boating safety and enforcement programs, as specified in subdivision (a), that are conducted in that county.

(f) Any county that receives an allocation of funds pursuant to subdivision (c) shall submit a report to the department on or before 60 days after the end of the fiscal year that provides all of the following:

(1) The purpose for which funds received in the immediately preceding fiscal year were spent.

Attachment: Title 14 (RES-2022-217 : 2022-2023 Boating Safety Enforcement Financial Aid Contract)

(2) The total amount expended on boating safety and enforcement programs in the immediately preceding fiscal year.

(3) All pertinent boating safety and enforcement and accident statistics from the immediately preceding fiscal year.

(4) All other data that may be required by the department relating to improved boating safety in California.

(g) The department shall provide in its biennial report to the Legislature a summary of boating safety activities undertaken by the counties receiving financial aid from the department in the immediately preceding two fiscal years along with a summary of the information received pursuant to subdivision (f).

(h) Aid for boating safety and enforcement programs shall be made available to the Department of Parks and Recreation for waters under its jurisdiction in accordance with a boat entry unit cost factor derived by dividing the most recent annual boat entry count into the maximum amount available and appropriated for those programs in the 1969-70 fiscal year. Budgets for those programs shall be estimated for each fiscal year and adjustments shall be made thereto for the previous year in accordance with the actual boat entry count as it becomes available multiplied by the boat entry unit cost factor. The amount thus determined shall be available to the Department of Parks and Recreation from the Harbors and Watercraft Revolving Fund.

(i) Entities or agencies desiring aid under this section shall submit grant applications to the department at least six months prior to the period for which aid is required. Grant applications shall be in the form and contain the information that the department may require.

(j) Within 60 days after the close of any period for which aid is received, the entity or agency shall submit to the department a statement of the expenditures actually incurred, in the form and containing the information that the department may require.

(k) The department shall be responsible for the administration of this section, and may adopt rules and regulations that may be necessary to carry out its provisions. The department shall make periodic evaluations of the effectiveness of programs receiving aid under this section.

Attachment: Title 14 (RES-2022-217 : 2022-2023 Boating Safety Enforcement Financial Aid Contract)

California Code of Regulations
Title 14. Natural Resources
Division 4. Department of Boating and Waterways
Chapter 1. Department of Boating and Waterways
Article 4.5.1 Boating Safety and Enforcement Financial Aid Program

6593. Short Title.

This article shall be known and may be cited as the Boating Safety and Enforcement Financial Aid Program Regulations under which the Department of Boating and Waterways may provide State financial aid to local agencies' qualified boating safety and enforcement programs pursuant to Section 663.7 of the Harbors and Navigation Code.

NOTE: Authority Cited: Section 663.7 (k), Harbors and Navigation Code. Reference: Sections 650 and 663.7, Harbors and Navigation Code.

6593.1. Purpose.

The purpose of the Boating Safety and Enforcement Financial Aid Program is to augment a participating agency's revenues for boating safety and enforcement activities when an agency incurs boating safety and enforcement program costs that exceed actual vessel taxes received by the county for boating safety and enforcement activities. The program is not intended to fully fund a participating agency's boating safety and enforcement activities, and agency participation in the program is entirely voluntary.

NOTE: Authority Cited: Section 663.7 (k), Harbors and Navigation Code. Reference: Sections 650 and 663.7, Harbors and Navigation Code.

6593.2. Definitions.

The following definitions shall be used in this article.

(a) "Administrative costs" are the costs incurred by a participating agency for indirect services necessary for the operation of a participating agency's boating safety and enforcement program.

(b) "Agency" means a county of the State, or a city, district or other public agency within a county, that participates, or applies to participate, in the Boating Safety and Enforcement Financial Aid Program.

(c) "Allowable costs or expenses" means the costs or expenditures made by a participating agency that are authorized by the department.

(d) "Baseline financial aid eligibility allocation" means a participating agency's financial eligibility allocation as described in Section 6593.7 of this article.

(e) "Boat patrol" means a boating safety and enforcement unit of qualified boating safety and enforcement officers (full-time or seasonal).

(f) "Boating safety and enforcement officer" means trained personnel authorized and retained by a participating agency to perform boating safety and enforcement activities.

Attachment: Title 14 (RES-2022-217 : 2022-2023 Boating Safety Enforcement Financial Aid Contract)

(g) "Boating safety programs" and "boating safety and enforcement programs" are participating agency programs comprised of boating safety and enforcement activities.

(h) "Calendar year" means the period of twelve consecutive months that runs from January 1 through December 31 of the same year.

(i) "Department" means the California Department of Boating and Waterways, unless otherwise specified.

(j) "Equipment" means boating-specific equipment or other support equipment used to implement or conduct boating safety and enforcement activities.

(k) "Fiscal year" means the period of twelve consecutive months that runs from July 1 of one year through June 30 of the following year.

(l) "Fringe benefits percent" is the percentage used by the participating or applicant agency to estimate the costs of non-salary benefits for an employee, such as workers' compensation premiums, retirement contributions, uniform allowances, insurance, payments made under the Federal Insurance Contributions Act, and any other employee benefit approved by the department. The percent is expressed as a percentage of direct salary costs and is calculated by dividing the fringe benefits cost by the direct salary cost of an employee.

(m) "Mid-range or equivalent journeyman level average hourly pay" is the average hourly pay for a typical employee of an applicant agency. The mid-range is used if there are an odd number of pay steps or an equivalent is used if there is an even number of pay steps. An equivalent is calculated by averaging the two middle pay steps.

(n) "Quarter" means a period of three consecutive months during the fiscal year. The quarters of the State's fiscal year are comprised of four consecutive three-month segments, as noted below.

(1) Quarter 1 = July 1 through September 30

(2) Quarter 2 = October 1 through December 31

(3) Quarter 3 = January 1 through March 31, and

(4) Quarter 4 = April 1 through June 30.

(o) "Program reduction" means a reduction in a participating agency's annual allocation due to insufficient program expenditures as described in Section 6593.7 of this article.

(p) "Unallocated funds" are funds that have not been spent or used by participating agencies' boating safety and enforcement programs pursuant to section 6593.7(c) of this article.

Attachment: Title 14 (RES-2022-217 : 2022-2023 Boating Safety Enforcement Financial Aid Contract)

(q) "Vessel taxes received by the county" are funds equal to 100 percent of the amount received by the county from the share of personal property taxes on vessels allocated to the County General Fund for boating safety and enforcement activities.

NOTE: Authority Cited: Section 663.7 (k), Harbors and Navigation Code. Reference: Sections 650 and 663.7, Harbors and Navigation Code.

6593.3. Boating Safety and Enforcement Activities.

For the purposes of receiving State financial aid under Section 663.7 of the Harbors and Navigation Code, boating safety and enforcement activities include:

(a) Enforcement of State and local laws and regulations for boating activities by means of vessel, foot patrol, motor vehicle, or aircraft. Educating the public on State and local laws and regulations is included as enforcement.

(b) Inspection of vessels for compliance with required safety equipment, registration requirements, and sanitation and pollution control that satisfy the intent of State law.

(c) Supervision of organized on-the-water boating activities or water events that allows for the protection and safety of the boating public during such activities or events.

(d) Search and rescue operations originating from on-the-water boating activities, including the recovery of drowned bodies that are the result of boating activities.

NOTE: Authority Cited: Section 663.7 (k), Harbors and Navigation Code. Reference: Sections 650 and 663.7, Harbors and Navigation Code.

6593.4. Eligibility.

Agencies requesting permission to participate are entitled to receive State financial aid for boating safety and enforcement programs on waters under their jurisdiction, provided the following conditions are satisfied:

(a) An applicant agency provides a certified copy of the resolution or minute order from the county board of supervisors with the application for financial aid under the provisions of Section 663.7 of the Harbors and Navigation Code.

(1) In the case of a local government agency within a county, a certified copy of the resolution or minute order shall accompany the application for financial aid from that local government entity, as well as a certified copy of the resolution or minute order from its county board of supervisors, authorizing the agency to participate in the program.

(2) The resolution or minute order shall:

(A) Authorize the chairperson, or designated representative, to sign the application and contract.

(B) Authorize the chairperson, or designated agency representative, to sign the department's form for each reimbursement claim.

(C) Authorize the county auditor to certify the amount of prior year vessel taxes received by the county.

Attachment: Title 14 (RES-2022-217 : 2022-2023 Boating Safety Enforcement Financial Aid Contract)

(3) The department may deny the application if the applicant agency fails to provide the above-referenced information or data.

(b) An applicant agency submits a completed application that complies with the requirements of Section 6593.5.

(c) The county in which an applicant agency resides agrees to spend an amount equal to 100 percent of vessel taxes received by the county for boating safety and enforcement activities prior to the agency receiving State financial aid under this program.

(d) An applicant agency maintains an operational boat patrol while receiving State financial aid under this program.

(e) An applicant agency agrees to comply with the reimbursement process in Section 6593.9.

(f) An applicant agency agrees to comply with the reporting requirements in Section 663.7 of the Harbors and Navigation Code.

NOTE: Authority Cited: Section 663.7 (k), Harbors and Navigation Code. Reference: Sections 650 and 663.7, Harbors and Navigation Code.

6593.5. Application.

(a) An agency applying for financial aid under the Boating Safety and Enforcement Financial Aid Program shall complete an annual application. The annual Boating Safety and Enforcement Financial Aid Program application for a county shall accompany all applications from other governmental agencies within the county requesting aid from the department.

(b) The application shall include, at a minimum, the following estimates for waterways under the jurisdiction of each applicant agency:

- Size of waterway(s) (in square miles for lakes and in miles for rivers or coastline)
- Usage of waterway(s) (types of boating activities)
- Types of patrols (on-water, foot, truck/vehicle, and/or air)
- Workload seasonality adjustments (unusual increases/decreases in staffing)
- Number of boats on the waterways.

(c) A participating agency shall submit a completed application to the department at least six months prior to the start of the fiscal year for which State financial aid is requested. A new applicant agency shall submit a completed application to the department at least 14 months prior to the start of the fiscal year for which State financial aid is requested.

(d) Subsequent to the expiration of the filing date, amendments to the applications shall be allowed only subject to the approval of the department.

NOTE: Authority Cited: Section 663.7 (k), Harbors and Navigation Code. Reference: Sections 650 and 663.7, Harbors and Navigation Code.

Attachment: Title 14 (RES-2022-217 : 2022-2023 Boating Safety Enforcement Financial Aid Contract)

6593.6. Annual Contract.

(a) Beginning in fiscal year 2003-04, every participating agency shall enter into an annual contract with the department prior to the start of the fiscal year. The contract shall indicate, at a minimum, the financial aid eligibility allocation amount for the ensuing fiscal year and whether a participating agency is to submit reimbursement claims on a monthly or quarterly basis.

(b) The department shall send every participating agency a contract at least 90 days prior to the start of the fiscal year. A participating agency shall sign and return the contract to the department at least 15 days prior to the start of the fiscal year. Failure of a participating agency to sign and return the contract 15 days prior to the start of the fiscal year may result in a participating agency losing its financial aid eligibility allocation for that fiscal year.

NOTE: Authority Cited: Section 663.7 (k), Harbors and Navigation Code. Reference: Sections 650 and 663.7, Harbors and Navigation Code.

6593.7. Financial Eligibility Formula.

The following formula shall be used for determining annual maximum eligibility allocation amounts for a participating agency eligible for State financial aid under the Boating Safety and Enforcement Financial Aid Program. The State boating safety and enforcement program financial eligibility allocation shall include total State boating safety and enforcement program financial aid for all public entities within a county.

(a) A county that received an allocation in fiscal year 1996-97 shall receive, at a minimum, the amount of the fiscal year 1996-97 allocation, unless the county's program has been reduced by the county or the State. This fiscal year 1996-97 amount is defined as the baseline State financial eligibility allocation. (See Exhibit 1 in Section 6593.11 – *Baseline State Financial Eligibility Allocations*)

(b) A county that received an allocation subsequent to fiscal year 1996-97 but prior to fiscal year 2003-04 shall receive, at a minimum, the amount of the most recent fiscal year allocation, unless the county's program has been reduced. This amount is also defined as the baseline State financial eligibility allocation and is likewise shown in Exhibit 1 in Section 6593.11.

(c) Beginning with fiscal year 2005-06 and continuing with each fiscal year thereafter:

(1) A participating agency that spends less than its baseline State financial eligibility allocation in both calendar year 2003 and calendar year 2004 shall have its eligibility allocation reduced in fiscal year 2005-06. The reduced eligibility allocation amount shall equal the higher amount spent in either calendar year 2003 or calendar year 2004. (See Exhibit 2 in Section 6593.11 - *Example of Program Reduction*)

(2) A participating agency that spends less than its baseline State financial eligibility allocation during a calendar year period, in the two most recent calendar years, shall have its eligibility allocation reduced in the next fiscal year. The revised eligibility allocation amount shall equal the higher amount spent during one of the two most recent calendar years.

Attachment: Title 14 (RES-2022-217 : 2022-2023 Boating Safety Enforcement Financial Aid Contract)

(3) Unallocated funds as a result of (1) or (2) shall be reallocated on an annual one-time basis to those participating agencies that incurred expenditures exceeding their baseline eligibility allocations during the most recent calendar year. These unallocated funds shall be allocated on a prorated basis to participating agencies based on the individual participating agency's expenditures that exceeded baseline eligibility allocations divided by the total statewide expenditures that exceeded baseline eligibility allocations applied to the total statewide unallocated funds. Under no circumstances shall a participating agency receive more than 20 percent of the total funds appropriated to all participating agencies for boating safety and enforcement programs. The total amount of funds that are reallocated shall not exceed the amount of the total statewide surplus. The reallocated funds shall be treated as a one-time reallocation of unspent funds. (See Exhibit 3 in Section 6593.11 - *Example of Reallocation of Unspent Funds*)

(d) Beginning with fiscal year 2003-04 and continuing with each fiscal year thereafter, the formula for a new, non-participating applicant agency applying to the program shall be as follows, provided that sufficient funds are appropriated specifically for new agencies:

Total Estimated Boating Safety and Enforcement Costs
Less Vessel Taxes Received by the county
Equals State Financial Eligibility Allocation

(1) Total Estimated Boating Safety and Enforcement Costs shall be based on the estimated work-hours of patrol required for boating safety and enforcement activities. Each agency shall justify the estimated number of work hours of patrol by documenting various operations data as part of the application.

(2) The number of work hours shall be multiplied by either the agency's actual hourly pay of boating safety and enforcement officers, or the agency's mid-range or equivalent (i.e., third of five pay steps) journeyman level average hourly pay, and either the agency's actual fringe benefit percent for boating safety and enforcement officers, or the agency's customary average fringe benefits percent, to estimate total personnel costs. This total personnel costs amount shall be multiplied by 30 percent to estimate associated operations, maintenance, and equipment costs. The sum of total personnel costs, and associated operations, maintenance, and equipment costs, shall equal estimated boating safety and enforcement direct costs, which may be increased by up to 5 (five) percent for allowable administrative costs to determine the total estimated boating safety and enforcement costs. These total estimated costs shall be offset by the actual prior year vessel taxes received by the county to determine the net amount of State financial eligibility allocation. (See Exhibit 4 in Section 6593.11 – *Example of New Program Calculation*)

(3) Each agency applying for financial aid under this section shall submit documentation supporting its calculations as requested by the department. The first-year eligibility allocation for any new agency applying to the program shall be considered that agency's baseline State financial eligibility allocation.

(e) Beginning with fiscal year 2004-05 and continuing with each fiscal year thereafter, a participating agency that demonstrates that its expenditures exceed its

Attachment: Title 14 (RES-2022-217 : 2022-2023 Boating Safety Enforcement Financial Aid Contract)

baseline State financial eligibility allocations may be eligible for any additional funds appropriated for expansion of existing participating agencies' boating safety and enforcement programs. Any additional funds allocated to a participating agency under this subsection shall be treated as a program increase to the participating agency's baseline State financial eligibility allocation.

(f) Beginning with fiscal year 2004-05 and continuing with each fiscal year thereafter, if funds budgeted for the boating safety and enforcement program are less than the sum of the prior year's individual participating agency allocations, each individual participating agency may have its eligibility allocation reduced in proportion to the overall program shortfall. (See Exhibit 5 in Section 6593.11 – *Example of Fund Shortfall Calculation*)

NOTE: Authority Cited: Section 663.7 (c), Harbors and Navigation Code. Reference: Sections 650 and 663.7, Harbors and Navigation Code.

6593.8. Allowable and Non-Allowable Costs.

Beginning in fiscal year 2003-04, all program expenditures under this program shall be spent on personnel and operations, maintenance, and equipment that are used by a participating agency's boat patrol when conducting boating safety and enforcement activities, and administrative costs attributable to a participating agency's boating safety and enforcement program. All program expenditures, including those made with vessel taxes received by the county, shall comply with the requirements of this section.

(a) The following are allowable costs under the program:

(1) Personnel costs of boating safety and enforcement officers, including, but not limited to, salaries, wages, overtime and holiday pay, differential pay, on-call pay, workers' compensation premiums, retirement contributions, uniform allowances, insurance, payments made under the Federal Insurance Contributions Act, and any other employee benefit approved by the department.

(2) Operations, maintenance, and equipment costs, including, but not limited to, fuel; vessel, vessel trailer and equipment repair; storage of vessels, vessel trailers and equipment; vehicle mileage for vehicles used to tow vessels; hull insurance for vessels; communications equipment for items to be attached or mounted to a vessel or vehicle; per diem and other costs associated with non-POST (California Commission on Peace Officer Standards and Training) boating safety and enforcement training; per diem costs associated with overnight boating safety and enforcement assignments that occur at least 50 miles from the main headquarters; dive gear; utilities (including gas, electricity, water, land-based telephone service, and propane charges), office rental and leases, and office equipment for a boat patrol office located in a geographically separate location than the main headquarters; prorated share of vehicle and aircraft leases; and miscellaneous boating equipment.

(3) Administrative costs attributable to a participating agency's boating safety and enforcement program provided such administrative costs are not more than five percent of the total allowable direct program costs.

(4) A participating agency shall provide written justification and obtain prior written approval from the department in order to be reimbursed for the following costs:

Attachment: Title 14 (RES-2022-217 : 2022-2023 Boating Safety Enforcement Financial Aid Contract)

(A) Purchase of communications equipment or the rental or leasing of office space.

(B) Any non-POST training course that an employee of a participating agency plans to attend.

(C) Prorated share of leased vehicles and aircraft.

(D) Out-of-state travel.

(b) The following are not allowable costs under the program:

(1) Any cost, either in its entirety or a prorated share, not associated with a participating agency's boating safety and enforcement program.

(2) The purchase of any type of vessel, vessel trailer, vehicle, or aircraft with State funds. Note: the department administers a financial assistance program for purchase of vessels outside of the boating safety and enforcement program. A participating agency may use vessel taxes received by the county for the purchase, or a prorated share of the purchase, of any type of vessel, vessel trailer, vehicle, or aircraft provided such equipment is dedicated solely, or on a prorated basis, for boating safety and enforcement activities.

(3) The general costs necessary in employing, outfitting with weapons, and training personnel in accordance with prescribed statutes affecting peace officers, including, but not limited to, drug screening tests, background checks, psychological testing, fingerprinting fees, law enforcement training unrelated to boating safety and enforcement activities, and training in weaponry.

(4) One-time payments for vacation, sick leave, or compensation time off in lieu of overtime due to separation or medical causes.

(5) Any administrative or overhead costs that exceed five percent of the total allowable direct program costs of a participating agency's boating safety and enforcement program.

NOTE: Authority Cited: Section 663.7 (k), Harbors and Navigation Code. Reference: Sections 650 and 663.7, Harbors and Navigation Code.

6593.9. Reimbursement Procedures.

Beginning in fiscal year 2003-04, the following procedures shall be used to reimburse a participating agency for allowable expenditures under the Boating Safety and Enforcement Financial Aid Program. A participating agency may only receive State reimbursement under this program when actual allowable expenditures on boating safety and enforcement activities exceed actual prior year vessel taxes received by the county.

(a) The department shall provide financial aid, under Section 663.7 of the Harbors and Navigation Code, in the form of reimbursements to cover the costs incurred by a participating agency for boating safety and enforcement activities that exceed vessel taxes received by the county, up to the participating agency's State financial eligibility allocation amount. Reimbursements shall equal the actual amount of allowable costs incurred by a participating agency over and above the actual prior year vessel taxes received by the county, up to the State financial eligibility allocation amount.

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(b) A participating agency shall submit claims to the department for the purpose of reimbursement under this program. Claims may be submitted by a participating agency on a monthly or quarterly basis as specified in the annual contract. A participating agency shall submit claims indicating actual costs incurred during the month or quarter and total year-to-date actual costs. Claims shall be submitted irrespective of whether State financial aid is reimbursed to the participating agency during the month or quarter.

(c) Personnel costs shall be reimbursed based on the actual number of hours spent on boating safety and enforcement activities, including associated sick leave, vacation, and compensatory time off, during the month or quarter by each boating safety and enforcement officer of the participating agency. Actual hours, and associated sick leave, vacation, and compensatory time off, for each boating safety and enforcement officer shall be multiplied by the boating safety and enforcement officer's hourly pay to determine direct salary costs. Direct salary costs are multiplied by the participating agency's customary average fringe benefits percent to determine total personnel costs.

(d) Associated operations, maintenance, and equipment costs shall be reimbursed based on actual costs.

(e) Administrative costs attributable to a participating agency's boating safety and enforcement program may either be directly identified or indirectly allocated to the program.

(1) Administrative personnel costs directly identified to a participating agency's boating safety and enforcement program shall be reimbursed based on the actual number of hours spent on administrative activities related to boating safety and enforcement activities during the month or quarter. Actual hours for each administrative staff shall be multiplied by the staff's hourly pay to determine administrative salary costs. Administrative salary costs are multiplied by the participating agency's customary average fringe benefits percent to determine administrative personnel costs.

(2) Administrative costs that are not readily assignable to a participating agency's boating safety and enforcement program, but are necessary for the operation of the participating agency, shall be identified through the use of an Indirect Cost Rate Proposal (ICRP), a formal allocation method. It is recommended but not required that participating agencies using this indirect method obtain the following federal publication: Office of Management and Budget (OMB) Circular A-87, "Cost Principles for State, Local, and Indian Tribal Governments." This publication explains how indirect costs may be handled. This publication is available from the department.

(f) Year-to-date allowable costs shall be offset by annual actual prior year vessel taxes received by the county and year-to-date State financial aid reimbursements to determine the amount of State financial aid on a claim. If actual prior year vessel taxes received by the county have not been expended on boating safety and enforcement activities, a participating agency shall not receive State financial aid during that month or quarter.

(g) The department shall conduct a review of each claim for accuracy, completeness, and applicability to the program. The department may request additional supporting information from a participating agency for justification of expenditures prior to

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approving a participating agency's claim. Claims that result in reimbursement to a participating agency shall be forwarded to the State Controller's Office for payment once the department has completed the review and approved the claim for payment.

(h) Any expenditure omitted by a participating agency from a claim for State financial aid may be submitted by a participating agency for reimbursement with any succeeding claim within 60 days following the last day of the fiscal year.

(1) The issue date of a purchase order, invoice date, or day in which the hours were worked determines the fiscal year in which expenditures occur for the purposes of submitting claims. Date of payment, date received, shipping date, and date of invoice received are not factors in determining the fiscal year in which expenditure is made.

(2) If the cost of utilities overlaps fiscal years, the total cost may be claimed in either fiscal year.

(i) Claims for reimbursement for State financial aid shall be submitted within 60 days following the last day of the monthly or quarterly reporting period. The department may reduce a participating agency's total State financial aid allocation by five percent if the participating agency exceeds the sixty-day billing period and an additional five percent for every thirty-day period thereafter that the participating agency is late in filing a claim for State financial aid.

NOTE: Authority Cited: Section 663.7 (k), Harbors and Navigation Code. Reference: Sections 650 and 663.7, Harbors and Navigation Code.

6593.10. Audits and Appeals.

(a) The department shall maintain adequate controls to ensure responsibility and accountability for the expenditure of State funds. The department may conduct periodic systematic audits of a participating agency in order to determine whether an agency is in compliance with State law and the claims submitted by a participating agency accurately represent the amount due the agency under the Boating Safety and Enforcement Financial Aid Program.

(b) The department shall notify a participating agency in writing at least one week in advance of all scheduled audits.

(c) A participating agency shall make records available for review to the department or its representatives. A participating agency shall maintain records deemed necessary by the department for a minimum of five years and shall include, at a minimum, supporting documentation for any claims for reimbursement by the participating agency. Such records shall include actual hours spent on the program (including the name and classification of each employee and the specific boating safety and enforcement activity for which the hours relate), documents supporting the actual salaries used to determine personnel costs, documents supporting the participating agency's customary fringe benefits percentage, receipts for associated operations, maintenance, and equipment costs, equipment maintenance and repair reports, current equipment inventory report, documentation supporting actual vessel taxes received by the county, and other applicable documentation as requested by the Department.

Attachment: Title 14 (RES-2022-217 : 2022-2023 Boating Safety Enforcement Financial Aid Contract)

(d) The audit shall include an evaluation of the accounting and control systems of the participating agency.

(e) If the department conducts an audit of a participating agency, the department shall issue an audit report to the participating agency. The audit report shall include a description of how the audit was performed and a summary of audit exceptions and management improvement recommendations. If applicable, a correction plan shall be discussed with the participating agency describing the specific actions that are recommended to be taken, or that have been taken, to correct the deficiencies identified by the department. Future State financial aid payments may be withheld from the participating agency until the deficiencies have been corrected.

(f) When an audit indicates that a participating agency has claimed and received payments from the department under this program to which it is not entitled, the participating agency shall pay, in addition to that portion of the claim that was improperly claimed, interest on the amount of overpayment from the date in which the amount was improperly claimed to the next claim. The overpayment, plus interest, may be repaid through a reduction to the next claim for State financial aid. The interest rate shall equal the monthly average rate received on investments in the State Surplus Money Investment Fund.

(g) When it is established that a participating agency fraudulently claimed and received payments under this program, the participating agency shall pay, in addition to that portion of the claim that was improperly claimed, a penalty of 300 percent of the amount improperly claimed. Payments due from a participating agency may be recovered through an offset to the next claim(s) for State financial aid.

(h) A participating agency has the right to appeal the findings of any audit to the director of the department in writing within 90 days after completion of the audit report. The participating agency shall include in the written appeal a description of the items in question and the participating agency's reason for the appeal. The appeal process shall commence with a conference between a representative of the department and the participating agency to review the items in question. If the appeal is not resolved to the participating agency's satisfaction, the participating agency may request that the matter be reviewed through a formal hearing conducted in accordance with Government Code Section 11500 et seq.

NOTE: Authority Cited: Section 663.7 (k), Harbors and Navigation Code. Reference: Sections 650 and 663.7, Harbors and Navigation Code.

6593.11. Exhibits.

This section contains the Exhibits referenced in Section 6593.7.

Attachment: Title 14 (RES-2022-217 : 2022-2023 Boating Safety Enforcement Financial Aid Contract)

Boating Safety and Enforcement Financial Aid Program Agreement

This agreement entered into this ***1ST day of July, 2022***, by and between the CALIFORNIA DEPARTMENT OF PARKS AND RECREATION, DIVISION OF BOATING AND WATERWAYS hereinafter called "Department," and the ***COUNTY OF MARIPOSA,*** hereinafter called "Agency";

WITNESSETH

WHEREAS, Contingent on approval of **Governor's Fiscal Year 2022-23 Budget Act**, the Departme intends to agree with Agency for the purpose of performing boating safety and enforcement activities described in Title 14, California Code of Regulations Section 6593.3; and

WHEREAS, Agency is equipped, staffed and prepared to provide such services on the terms and conditions set forth in this agreement and in accordance with Title 14, California Code of Regulations Section 6593 et seq.; and

WHEREAS, pursuant to Title 14, California Code of Regulations Section 6593.6, Department shall enter into an annual agreement with each participating agency;

NOW, THEREFORE, it is mutually agreed as follows:

I. Applicable Law

Agency shall observe and comply with all applicable federal, state, and county statutes, ordinances, regulations, directives, and laws, including, but not limited to, Harbors and Navigation Code Section 663.7 and Section 6593 et seq. of Title 14, California Code of Regulations. Agreement shall be deemed to be executed within the State of California and construed and governed by the laws of the State of California.

II. Description of Services

Agency shall conduct boating safety and enforcement activities in the jurisdiction of the Agenc in consideration of the payments hereinafter set forth.

III. Payments

A. Maximum Amount. The amount the Department shall be obligated to pay for services rendered under this agreement shall not exceed ***$231,827.00*** for the agreement term in full consideration of Agency's performance of the services described in this agreement.

B. Rate of Payment. The Department shall reimburse Agency in accordance with the reimbursement procedures set forth in Title 14, California Code of Regulations Section 6593.9.

Attachment: Boating and Waterways Program Agreement (RES-2022-217 : 2022-2023 Boating Safety Enforcement Financial Aid Contract)

C. Submission of Claims. Agency shall submit claims for reimbursement to the Department contact person identified in paragraph V of this contract on a ___monthly **OR** ___quarterly basis. **(Please check one)**

D. Failure to Submit Claims. Claims for reimbursement shall be submitted within 60 days following the last day of the reporting period. Pursuant to Title 14, California Code of Regulations 6593.9 (i), the Department may reduce an Agency's allocation by five percent the Agency exceeds the sixty-day billing period and an additional five percent for every thirty-day period thereafter that the Agency is late in filing a claim.

IV. Records

Agency shall maintain records pursuant to Section 6593.10 of Title 14, California Code of Regulations.

V. Notice

Notice shall be in writing and shall be deemed to have been served when it is deposited in t United States mail, first class postage prepaid, and addressed as follows:

TO DEPARTMENT

Ms. Joanna Andrade
Department of Parks and Recreation
Division of Boating and Waterways
715 P Street, 12th floor
Sacramento, CA 95814

TO AGENCY

Mariposa County Sheriff
5099 Old Hwy N.
Mariposa, CA 95338

Either party may change the address to which subsequent notice and/or other communication can be s by giving written notice designating a change of address to the other party.

VI. Term

This agreement shall be for the term beginning **July 1, 2022**, and ending **June 30, 2023**.

VII. Prior Agreements

All prior agreements regarding this subject matter between Department and Agency are hereby terminated effective June 30 prior to the term beginning date of this agreement.

VIII. Amendment

No amendment or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto.

IX. Termination

Agency may terminate this agreement without cause in writing at any time. Department may terminate this agreement without cause upon a sixty (60) days written notice served upon the Agency.

Attachment: Boating and Waterways Program Agreement (RES-2022-217 : 2022-2023 Boating Safety Enforcement Financial Aid Contract)

X. Special Provisions

A. Agency hereby certifies that the obligations created by this agreement do not violate the provisions of Sections 1090 to 1096 of the Government Code.

B. This agreement shall have no force or effect until signed by the Department, Agency, and approved by the Department of General Services Legal Department, if required.

C. Agency shall continue with the responsibilities of this agreement during any dispute.

D. In the event of an allocation reduction for this program, an equal allotment will be decrease from every participant.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year firs above written.

CALIFORNIA DEPARTMENT OF PARKS AND RECREATION, DIVISION OF BOATING AND WATERWAYS

By:_____

California Department of Parks and Recreation, Division of Boating and Waterways

Date: _____

"Department"

COUNTY OF MARIPOSA

By:_____

Title: _____

Date: _____

"Agency"

Attachment: Boating and Waterways Program Agreement (RES-2022-217 : 2022-2023 Boating Safety Enforcement Financial Aid Contract)

MARIPOSA COUNTY

Sheriff's Office · 209 966-3615

RESOLUTION - ACTION REQUESTED 2022-218

MEETING: April 5, 2022

TO: The Board of Supervisors

FROM: Jeremy Briese, Sheriff

RE: Addendum to 2020-2023 Program Agreement with Dep. of Health Care Services for Admin. Services

---

RECOMMENDATION AND JUSTIFICATION:
Approve an addendum to the Program Agreement with State of California Department of Health Care Services for Administrative Services; and Authorize the Board of Supervisors Chair to Sign the Addendum.

The addendum is regarding Article XVI- Alternative Formatting and ADA compliance with agreement 20-MCIPMARIPOA-22.

MCIP allows the Medi-Cal providers to directly bill DHCS for MCIP services and DHCS will reimburse the Medi-Cal providers at their applicable Medi-Cal rate for the services rendered, to the extent the Federal Financial Participation (FFP) is available. Billing for MCIP services will be vetted through the John C. Fremont (JCF) Health Care District Billing Department under the current JCF Jail Medical contract. Those services that can be billed to the MCIP program will be sent to the DHCS for payment.

The Mariposa County Sheriff's Adult Detention Facility currently enjoys an agreement with (JCF) Health Care District to provide inmate medical services and JCF has agreed to accept the MCIP billing requirements under our current agreement.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board of Supervisors has approved a similar Program Agreement Addendum's in the past.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If the addendum is not approved, the Mariposa County Sheriff's Office will be out of compliance with the contract.

FINANCIAL IMPACT:
Budget not affected.

ATTACHMENTS:
Mariposa Alternative Formatting Addendum (PDF)
Mariposa Participation Agreement 2020-2022 - signed (PDF)
Signed MCIP agreement 20-22 (PDF)

REF ID# 12805

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

COUNTY-BASED MEDI-CAL ADMINISTRATIVE ACTIVITIES
ADDENDUM TO
PARTICIPATION AGREEMENT

County: Mariposa 20-MCIPMARIPOSA-22

The Department of Health Care Services (DHCS) and County of Mariposa I agree that effective January 1, 2022; the addendum is incorporated into and hereby amends the Participation Agreement 20-MCIPMARIPOSA-22:

ARTICLE XVI – ALTERNATIVE FORMATTING

A. The County of Mariposa assures the state that it complies with the ADA, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

B. County of Mariposa will ensure that deliverables developed and produced pursuant to this Agreement comply with federal and state laws, regulations or requirements regarding accessibility and effective communication, including the Americans with Disabilities Act (42 U.S.C. § 12101, et. seq.), which prohibits discrimination on the basis of disability, and section 508 of the Rehabilitation Act of 1973 as amended (29 U.S.C. § 794 (d)). Specifically, electronic and printed documents intended as public communications must be produced to ensure the visual-impaired, hearing-impaired, and other special needs audiences are provided material information in the formats needed to provide the most assistance in making informed choices. These formats include but are not limited to braille, large font, and audio.

Except as amended herein, all other terms and conditions of the PA 20-MCIPMARIPOSA-22 remain in full force and effect.

Attachment: Mariposa Alternative Formatting Addendum (RES-2022-218 : Addendum to 2020-2023 Program Agreement with Dep. of Health

Contract's Authorized Person's Signature

Print Name

Title

Address

Date

California Department of Health Care Services
Authorized Contact Person's Signature

Print Name

Chief, Local Governmental Financing Division
Title

Department of Health Care Services
Name of Department

1501 Capitol Avenue, MS 2628, Sacramento, CA 95899-7413
Address

Date

Attachment: Mariposa Alternative Formatting Addendum (RES-2022-218 : Addendum to 2020-2023 Program Agreement with Dep. of Health

DHCS

Will Lightbourne
DIRECTOR

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

GAVIN NEWSOM
GOVERNOR

August 18th , 2020

County of Mariposa
Attn: Sean Land
P.O. Box 727
Mariposa, CA 95338

Agreement #20-10225

Dear Sean Land,

Enclosed is the fully executed agreement for your records. You are now authorized to provide the agreed upon services. Include DHCS' agreement number on all invoices and future correspondence related to this agreement.

1. Enclosed is the Voluntary Statistical Data Sheet (DGS PD 802)*. Pursuant to Public Contracting Code section 10111, State agencies are required to capture voluntary information on ethnicity, race and gender of business owners on all awarded contracts and procurements.
   ☐ Complete and return to:
   DHCS Contract Services Branch
   ATTN: SB/DVBE Advocate
   PO Box 997143, MS 4200
   Sacramento, CA 95899-7413 **OR** Email: CSB@dhcs.ca.gov
   **Note the completion of this form is completely voluntary.*

2. For matters such as invoice/payment issues or scope of work, please contact the Contract Manager identified in Exhibit A of the executed agreement.

For any other questions concerning this agreement, please contact the Contract Services Branch at (916) 552-8006.

Sincerely,

DHCS Contract Services Branch

Attachment: Mariposa Participation Agreement 2020-2022 - signed (RES-2022-218 : Addendum to 2020-2023 Program Agreement with Dep. of

MEDI-CAL COUNTY INMATE PROGRAM AGREEMENT FOR ADMINISTRATIVE SERVICES

1. Intent of Agreement

This Reimbursement for Administrative Costs for the Medi-Cal Inmate Program (MCIP) Agreement (Agreement) is intended to reimburse the California Department of Health Care Services (DHCS) for its administrative costs associated with the MCIP as further detailed below and in Schedule A attached hereto.

2. Parties

The parties to this Agreement are DHCS and the County of Mariposa (County).

3. Authority

A. DHCS is the single state agency responsible for administering the California Medical Assistance Program (Medi-Cal), including MCIP, pursuant to Welfare and Institutions Code section 14100.1.

B. This Agreement is authorized by Welfare and Institutions Code sections 14053.7 and 14053.8 and Penal Code section 5072.

4. Term of the Agreement

The term of this Agreement shall be from July 1, 2020 through and including June 30, 2023.

5. Definitions.

A. The term "Certified Public Expenditure Process" or "CPE Process" means the process established for Medi-Cal under state law (including but not limited to Welfare and Institutions Code section 14166.1, et seq.), the California Medi-Cal State Plan, and approved Medicaid demonstration projects and waivers through which public Medi-Cal providers claim Federal Financial Participation (FFP) for allowable expenditures.

B. The term "days" as used in this Agreement shall mean calendar days unless specified otherwise.

C. The term "Demonstration Project" means the California Medi-Cal 2020 Demonstration, Number 11-W-00193/9, as approved by CMS effective beginning December 30, 2015 and any successor demonstration projects.

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D. The term "Designated Public Hospital" is defined as set forth in the Demonstration Project, and codified in state law at Welfare and Institutions Code section 14184.10, subdivision (f) pursuant to SB 815 (2016), and may be modified from time to time.

E. The term "Inmate" as used in this Agreement includes persons identified in Welfare and Institutions Code sections 14053.7(e)(2)(A) and 14053.8(k) "Juvenile Inmate," and Government Code sections 26605.6(a) "Prisoner," 26605.7(a) "Prisoner" and (d)(1) "Probationer," and 26605.8 "Prisoner" and "Probationer."

F. The term "MCIP" or "Medi-Cal County Inmate Program" contains the following three components: the Adult County Inmate Program (ACIP), as authorized in state law pursuant to Welfare and Institutions Code section 14053.7 and Penal Code section 5072, the Juvenile County Ward Program (JCWP), as authorized in Welfare and Institutions Code section 14053.8, and the County Compassionate Release Program (CCRP) and County Medical Probation Program (CMPP), as authorized by Government Code sections 26605.6, 26605.7, and 26605.8.

G. "MCIP Administrative Services" means the administrative services provided by DHCS personnel for the administration of MCIP.

H. "Medi-Cal provider" means, any individual, partnership, group association, corporation, institution, or entity and the officer, directors, owners, managing employees or agents of any partnership, group association, corporation, institution, or entity that provides services, goods, supplies, or merchandise, directly or indirectly, to a Medi-Cal beneficiary, and that has been enrolled in the Medi-Cal program.

I. The State Fiscal Year (SFY) begins on July 1st of each calendar year and ends on June 30th in the subsequent calendar year.

6. Maximum Payable Amount

The amount that the County shall be obligated to pay for MCIP administrative services rendered under this Agreement shall not exceed its share of the nonfederal share of DHCS administrative costs. The maximum payable amount the County shall be obligated to pay for services rendered under this Agreement shall not exceed **$290.66** which shall be based on a methodology specified in Addendum A.

A. The maximum payable amount shall be further subject to the allocated State Fiscal Year's (SFY's) annual limits not to exceed:

$92.20 for July 1, 2020, through and including June 30, 2021
$96.81 for July 1, 2021, through and including June 30, 2022
$101.65 for July 1, 2022, through and including June 30, 2023

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For future contract periods not covered under this Agreement, the maximum payable amount shall be determined through a new Agreement or an amendment to this Agreement.

7. Contact Persons

Any notice, request, demand, or other communication required or permitted hereunder, shall be deemed to be properly given when furnished in writing to the following:

A. In the case of the County to:

Sean Land, Lieutenant
County of Mariposa
P.O. Box 727
Mariposa, CA, 95338

Or to such person or address as the County may furnish in writing to DHCS.

B. In the case of DHCS to:

California Department of Health Care Services
Local Governmental Financing Division
County Based Claiming & Inmate Services Section
Attn: Inmate Medi-Cal Claiming Unit
1501 Capitol Avenue, MS 4603
P.O. Box 997436
Sacramento, CA 95899-7436

Or to such person or address as DHCS may, from time to time, furnish in writing or to the County.

8. Payment Terms and Invoicing

A. General Terms

1. DHCS shall submit a quarterly invoice to the County for the County's apportioned share of the nonfederal share of the MCIP administrative services for the period billed.

2. The County shall pay DHCS for the County's apportioned share of the nonfederal share of MCIP administrative services which shall be based on a methodology specified in Addendum A within 60 days of receipt of an invoice.

3. Failure by the County to timely pay DHCS shall constitute a material breach of this Agreement, which at DHCS' discretion, may result in termination of

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both this Agreement and the MCIP Evergreen Provider Agreement (PA) by DHCS. The County may cure such breach by rendering payment of the amount owed to DHCS three days prior to the termination of this Agreement or the PA.

4. The County shall not make payments for any invoice or portion thereof exceeding the respective maximum payable amount. Payment for any MCIP administrative services rendered by DHCS exceeding the respective maximum payable amount shall require an amendment. If the County fails to execute a retroactive amendment to the maximum payable amount under this Agreement, DHCS shall terminate both the Agreement and the PA.

5. Payments shall be sent to DHCS at the following address, or such other address as DHCS may specify in writing:

   California Department of Health Care Services
   Local Governmental Financing Division
   County Based Claiming & Inmate Services Section
   Attn: Inmate Medi-Cal Claiming Unit
   1501 Capitol Avenue, MS 4603
   P.O. Box 997436
   Sacramento, CA 95899-7436

9. DHCS Responsibilities

A. MCIP Administrative Services

1. DHCS shall administer MCIP and this Agreement for the purpose of claiming federal reimbursement for MCIP services. It is understood by both parties that other administrative activities remain the responsibility of the County.

2. DHCS shall maintain accounting records for personnel services at a level of detail as described in Schedule A. Additionally, these records must identify any equipment and all related operating expenses.

3. DHCS shall submit to the County a quarterly invoice for the County's apportioned share of the nonfederal share of MCIP administrative services based on Addendum A. The quarterly invoice for reimbursement shall identify the following summarized categories of DHCS' costs for the allocated SFY period billed: salary, benefits, operating expenses, and total costs. Costs shall be multiplied by one minus the Federal Medical Assistance Percentage (FMAP) applicable to such administrative costs subject to the limit on the amount reimbursable by the County. The maximum payable amount shall not exceed the County's apportioned share, which shall be based on a methodology specified in Addendum A.

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B. General Responsibilities

1. Should the scope of work for this Agreement conflict with DHCS' responsibilities under federal Medicaid law, those responsibilities shall take precedence.

2. DHCS' cessation of any activities due to federal Medicaid responsibilities does not relinquish the obligation of the County to reimburse DHCS for administrative costs incurred by DHCS in connection with this Agreement for periods in which the County participated in MCIP.

3. DHCS agrees to provide to the County, or any federal or state department with monitoring or reviewing authority, access and the right to examine its applicable records and documents for compliance with relevant federal and state statutes, regulations, and this Agreement.

10. County Responsibilities

A. MCIP Administrative Services

1. As a condition of participation, the County accepts responsibility for reimbursing DHCS for the County's apportioned share of the nonfederal share of costs of MCIP administrative services based on Addendum A.

2. The County shall reimburse DHCS its allotted portion of the nonfederal share of funding allocated for compensation, associated operating expenses, equipment, and travel costs for no more than 3.50 full-time equivalent (FTE) positions composed of: one-half (0.50) FTE Staff Service Manager I, one (1) FTE Health Program Specialist I, one (1) FTE Staff Services Analyst/Associate Governmental Program Analyst, one-half (0.50) FTE Attorney, and one-half (0.50) FTE Accounting Officer, to be established and housed at DHCS, to support the reported expenditures submission process for obtaining federal reimbursement under this Agreement.

3. If a County does not participate in MCIP or does not abide by the terms of this Agreement, the County remains responsible for arranging for and paying for medical care for its MCIP eligible beneficiaries.

B. General Responsibilities

1. Upon compliance with all applicable provisions of this Agreement and applicable laws, the County may send its MCIP eligible beneficiaries to Medi-Cal providers to receive MCIP services.

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2. The County shall reimburse DHCS pursuant to Paragraph A with funds from the County's General Fund, or from any other funds allowed under federal law and regulation.

3. In the event of a federal deferral or disallowance applicable to MCIP expenditures, the County shall provide all documents requested by DHCS within fourteen days.

11. Amendments

Amendments to this Agreement shall be in writing signed by the parties to this Agreement, and, if required by state law, by approval of the California Department of General Services. Notwithstanding the previous sentence, any changes made to the contact persons identified in Article 5 may be made by written communication, e-mail to the other contact person or persons and without formal amendment.

12. Termination and Agreement Disputes

A. This Agreement may be terminated by either party upon written notice given at least 30 days prior to the termination date. Notice shall be addressed to the respective parties as identified in Article 5. The County shall remain obligated after the termination date to pay for all MCIP administrative costs incurred by DHCS for periods in which the County participated in the MCIP.

B. This Agreement shall terminate upon cessation of the MCIP. The County shall remain obligated after the termination date to pay for all of the County's apportioned share of MCIP administrative costs incurred by DHCS for periods in which the County participated in MCIP

C. Termination of this Agreement will automatically terminate the County's MCIP Evergreen PA.

13. General Provisions

A. Indemnification. It is agreed that the County shall defend, hold harmless, and indemnify DHCS, its officers, employees, and agents from any and all reported expenditures, liability, loss, or expense (including reasonable attorney fees) for injuries or damage to any person, any property, or both which arise out of the terms and conditions of this Agreement and the negligent or intentional acts or omissions of the County, its officers, employees, or agents.

B. Severability. If any term, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way. Notwithstanding the previous sentence, if a decision by a court of competent jurisdiction invalidates, voids,

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or renders unenforceable a term, condition, or provision in this Agreement that is included in the purpose of this Agreement then the parties to this Agreement shall either amend this Agreement pursuant to Article 9, or it shall be terminated pursuant to Article 10.

C. Records. DHCS and the County shall maintain and preserve all records relating to this Agreement for a period of three years from DHCS' receipt of the last payment of FFP, or until three years after all audit findings are resolved, whichever is later. This does not limit any responsibilities of DHCS or the County provided for elsewhere in this Agreement, or in state or federal law.

D. Compliance with Applicable Laws. All parties performance under this Agreement shall be in accordance with all applicable federal and state laws, including, but not limited to:

1. The Americans with Disabilities Act of 1990, as amended;
2. Section 504 of the Rehabilitation Act of 1973, as amended;
3. Title XIX of the Social Security Act;
4. Welfare and Institutions Code section 14000 et seq.;
5. Government Code section 53060;
6. The California Medicaid State Plan;
7. Applicable laws and regulations related to licensure, certification, confidentiality of records, quality assurance, and nondiscrimination;
8. The Policy and Procedure Letters, and similar instructions, published with regulatory authority;
9. Government Code sections 26605.6, 26605.7, and 26605.8;
10. Penal Code section 5072;
11. 42 Code of Federal Regulations; and,
12. Applicable sections of the California Code of Regulations.

E. Controlling Law and Venue. The validity of this Agreement and its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation and performance of this Agreement shall be governed by the laws of the State of California. Venue for any action brought concerning this Agreement shall be in any county in which the Attorney General maintains an office.

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F. Integration Clause.

1. This Agreement and any exhibits and addendums attached hereto shall constitute the entire Agreement among the parties to it pertaining to the implementation of MCIP and supersedes any prior or contemporaneous understanding or agreement with respect to the subject matter of this Agreement.

2. Notwithstanding Subparagraph G.1., DHCS Form 9098 or DHCS Form 6208 (whichever is applicable) is incorporated by reference into this Agreement if the County has a DHCS Form 9098 or DHCS Form 6208 on record. Notwithstanding Subparagraph G.1., the terms of the DHCS Form 9098 or DHCS Form 6208 control to the extent there is a conflict with this Agreement, except for Article 10 of this Agreement. If the DHCS Form 9098 or DHCS Form 6208 does not address a matter addressed by this Agreement, then this Agreement controls.

G. Conformance Clause. Any provision of this Agreement in conflict with present or future governing authorities is hereby amended to conform to those authorities and such amended provisions supersede any conflicting provisions in this Agreement. The governing authorities include, but are not limited to the authorities listed in Article 11.E.

H. Waiver. No covenant, condition, duty, obligation, or undertaking made a part of this Agreement shall be waived except by amendment of the Agreement by the parties hereto, and forbearance or indulgence in any other form or manner by either party in any regard whatsoever shall not constitute a waiver of the covenant, condition, duty, obligation, or undertaking to be kept, performed, or discharged by the other party to which the same may apply; and, until performance or satisfaction of all covenants, duties, obligations, or undertakings is complete, the party shall have the right to invoke any remedy available under this Agreement, or under law, notwithstanding such forbearance or indulgence.

I. Third Party Benefit. None of the provisions of this Agreement are or shall be construed as for the benefit of, or enforceable by, any person not a party to this Agreement.

J. Conflict of Interest. The County is subject to the Medi-Cal Conflict of Interest Law, as applicable and set forth in Welfare and Institutions Code section 14022 and Article 1.1 (commencing with Welfare and Institutions Code section 14047), and implemented pursuant to 22 California Code of Regulations, section 51466.

K. Budget Contingency Clause. If funding associated with MCIP for any SFY is reduced by the State Budget Act DHCS shall have the option to cancel this Agreement, with no liability occurring to the State.

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L. Confidentiality. The County shall comply with the applicable confidentiality requirements as specified in Section 1902(a)(7) of the Social Security Act; 42 Code of Federal Regulations, part 431.300; Welfare and Institutions Code section 14100.2; and 22 California Code of Regulations, section 51009; and, the Business Associates Agreement attached and hereby incorporated by reference.

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The signatories to this Agreement represent and warrant that they have full and binding authority to the commitments contained herein on behalf of their respective entity.

County of Mariposa

Signature: Kevin Conn

Name: Kevin Conn

Title: Board Chair

Date: 7-14-20

CALIFORNIA DEPARTMENT OF HEALTH CARE SERVICES
Contracts Section

Signature: Carrie Talbot

Name: Carrie Talbot

Title: SSMI, Contracts Section

Date: 8/7/2020

APPROVED AS TO FORM:
Steven W. Dahlem
STEVEN W. DAHLEM
COUNTY COUNSEL

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SCHEDULE A
SCOPE OF WORK

CALIFORNIA DEPARTMENT OF HEALTH CARE SERVICES (DHCS)

DHCS agrees to:

1. Calculate the actual costs for administrative accounting, policy development, and data processing maintenance activities, including the indirect costs related to the MCIP program provided by its staff, which is in accordance with the provisions of Section 1903(w) of the Social Security Act and 42 Code of Federal Regulations, part 433, subpart B.

2. Lead the development, implementation, and administration for the MCIP.

3. Submit claims for Federal Financial Participation (FFP) based on Certified Public Expenditures (CPE) from participating MCIP counties.

4. On an annual basis, submit any necessary materials to the federal government to provide assurances that claims for FFP will include only those expenditures that are allowable under federal law.

5. Maintain accounting records to a level of detail that identifies the actual expenditures incurred for personnel services including salary or wages, benefits, and overhead costs for DHCS' staff. Additionally, these records will identify any equipment and all related operating expenses applicable to these positions. Records should include, but not be limited to general expense, rent and supplies for identified staff and managerial staff working specifically on activities or assignments directly related to the MCIP.

6. Ensure that an appropriate audit trail exists within DHCS' records and accounting system and maintain expenditure data as indicated in this Agreement.

7. Designate a person to act as liaison with the County for issues arising from this Agreement. This person shall be identified to the County's contact person for this Agreement.

8. Provide a written response to the County's contact person within 30 days of receiving a written request for information related to the MCIP.

9. Provide the County with accounting, program technical assistance, and training related to the MCIP.

10. Maintain an invoice tracking system for MCIP and provide a report on a quarterly basis.

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11. Establish an annual MCIP administrative cost based on Addendum A.

12. Invoice the County on a quarterly basis for administrative costs.

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ADDENDUM A: MCIP Administrative Costs

The MCIP Administrative Contract is a three-year contract. At the beginning of each calendar year, counties have the opportunity to inform DHCS of their intent to continue participation in MCIP for the upcoming State Fiscal Year (SFY) by completing the MCIP Letter of Intent (LOI).

The methodology for calculating each county's nonfederal share of administrative costs was developed by DHCS in consultation with the California State Association of Counties, County Health Executives Association of California, California Association of Public Hospitals and Health Systems, and the California State Sheriffs' Association. The nonfederal share of administrative costs allocated to each county is based on the following:

1) 30% of the total administrative costs will be distributed evenly to participating counties over 50,000 in population. *

2) 70% of the total administrative costs will be allocated to participating counties pro-rata based on population. *

**Population data will be obtained from the California Department of Finance, Demographic Estimates*

To account for a cost of living adjustment on a yearly basis after the initial SFY of the current Agreement, DHCS will include a year over year growth factor of 5% to the maximum payable amount of the annual administrative cost for each subsequent SFY. DHCS will invoice participating counties for the nonfederal share of administrative costs quarterly after the close of the previous quarter based on actual administrative costs per the methodology above.

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State of California—Health and Human Services Agency
Department of Health Care Services
Medi-Cal County Inmate Program (MCIP)
Participation Agreement 20-MCIPMARIPOSA-22

County Name: County of Mariposa

ARTICLE I – STATEMENT OF INTENT

The purpose of this Participation Agreement (PA) between the Department of Health Care Services (DHCS) and the County of Mariposa (County) is to permit the County to voluntarily participate in the Medi-Cal County Inmate Program (MCIP).

ARTICLE II - AUTHORITY

This PA is authorized by Welfare and Institutions Code sections 14053.7, 14053.8, and Penal Code section 5072.

ARTICLE III – TERM AND TERMINATION OF THE AGREEMENT

1. This PA is effective on July 1, 2020 (date).

2. This PA will remain in effect until terminated by either party pursuant to and in accordance with the requirements and conditions set forth in this PA.

3. Termination Without Cause:

   Either party may terminate this PA without cause, and terminate the participation of the County in MCIP by issuing at least a 30 day prior written notification to the other party of the intent to terminate. Notice of termination shall result in the County's immediate withdrawal from MCIP on the termination date and exclusion from further participation in MCIP unless and until such time as the County's participation is reinstated by DHCS in MCIP. The County shall remain obligated to pay for the non-federal share of all MCIP services provided to the County.

4. Termination With Cause:

   If the County fails to comply with any of the terms of this PA, DHCS may terminate this PA for cause effective immediately by providing written notice to the County's representative listed below. Furthermore, DHCS may terminate this PA for cause if DHCS determines that the County does not meet the requirements for participation in MCIP, the County has not submitted a valid reimbursement claim, or that the County is unable to certify that the claims are eligible for federal funds. Termination for cause will result in the County's immediate withdrawal and exclusion from further participation in the MCIP.

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The conviction of an employee, subcontractor, or authorized agent of the County, or of an employee or authorized agent of a subcontractor, of any felony or of a misdemeanor involving fraud, abuse of any Medi-Cal applicant or beneficiary, or abuse of the Medi-Cal Program, shall result in the exclusion of that employee, agent, or subcontractor, or employee or agent of a subcontractor, from participation in MCIP. Failure of the County to exclude a convicted individual from participation in MCIP shall constitute a breach of this agreement for which DHCS may terminate this PA.

DHCS may terminate this PA in the event that DHCS determines that the County, or any employee or contractor working with the County has violated the laws, regulations or rules governing MCIP.

In cases where DHCS determines in its sole discretion that the health and welfare of Medi-Cal beneficiaries or the public is jeopardized by continuation of this PA, this PA shall be terminated effective the date that DHCS made such determination. After termination of the PA, any overpayment must be returned to DHCS pursuant to Welfare and Institutions Code sections 14176 and 14177.

Finally, this PA will terminate automatically upon the termination of the County's MCIP Administrative Service Agreement.

ARTICLE IV – PROJECT REPRESENTATIVES

Sean Land, Lieutenant
5378 Hwy 49 North
P.O. Box 727
Mariposa, CA 95338
Telephone: (209) 966-3616 Ext. 363
E-Mail: Sland@mariposacounty.org

Shelly Taunk, Chief
County-Based Claiming and Inmate Services Section
Telephone: (916) 345-7934
Fax: (916) 324-0738
E-Mail: Shelly.Taunk@dhcs.ca.gov

Direct all inquiries and notices to:

Inmates Medi-Cal Claiming Unit
Local Governmental Financing Division
1501 Capitol Ave., MS 4603
P.O. Box 997436
Sacramento, CA 95899-7436
Telephone: (916) 345-7895
E-Mail: DHCSIMCU@dhcs.ca.gov

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Any notice, request, demand or other communication required or permitted hereunder, shall be deemed to be properly given when delivered to the project representatives identified above.

ARTICLE V – PAYMENT TERMS AND INVOICING

1. The County shall compensate DHCS for the County's apportioned share of the nonfederal share of MCIP services listed in Article VII, as required by Welfare and Institutions Code sections 14053.7 and 14053.8, Government Code sections 26605.6, 26605.7, and 26605.8, and Penal Code 5072 within 60 days of receipt of an invoice from DHCS, which specifies both the total federally claimable cost and the nonfederal share of the total cost, for payments DHCS has made to providers. The DHCS invoice shall not contain and the County shall not compensate DHCS for MCIP services provided by Medi-Cal providers where the County incurs the cost of providing MCIP services and claims them through the CPE process as outlined specifically for Designated Public Hospitals (DPHs). The County shall not reimburse DHCS for the nonfederal share of services as Certified Public Expenditures (CPEs) of DPHs.

2. DHCS shall submit to the County a quarterly invoice for MCIP services that identifies the nonfederal share amount, and a report that contains information regarding paid claims data for the quarter, including information identifying the provider of services and the beneficiary, the recipient aid code, and amount of reimbursement, and other information that may be agreed to between the parties.

   If after comparing its owed nonfederal share to payments actually made, the County has overpaid DHCS, and the amount is undisputed DHCS shall refund the overpayment to the County within 180 days of receipt of an invoice containing the same information from the County. This refund may be made by offsetting the amount against the County's next quarterly payment due to DHCS.

3. DPHs, in MCIP participating counties may submit claims and follow the CPE process which includes a pricing methodology established on an annual basis. These DPHs are paid using Federal Financial Participation (FFP) only.

ARTICLE VI – COUNTY RESPONSIBILITIES

1. Except as provided in subdivision (f.) of this section, the County is responsible for reimbursing DHCS for the nonfederal share of MCIP services paid by DHCS.

   a. The County may pay a Medi-Cal provider to the extent required by or otherwise permitted by state and federal law to arrange for services for Medi-Cal beneficiaries. Such additional amounts shall be paid entirely with county funds, and shall not be eligible for Social Security Act Title XIX FFP.

   b. If DHCS pays the Medi-Cal provider more than what the County would have paid for services rendered, the County cannot request and receive the difference from the Medi-Cal provider.

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c. If the County would have paid the Medi-Cal provider less than what DHCS paid the Medi-Cal provider, the County is still obligated to reimburse DHCS for the nonfederal share of DHCS' payment for the MCIP services.

d. In the event that FFP is not available for any MCIP service claimed pursuant to this PA, the County shall be solely responsible for arranging and paying for the MCIP service.

e. If the Centers for Medicare & Medicaid Services (CMS) determines an overpayment has occurred including the application of any federal payment limit that reduces the amount of FFP available then DHCS shall seek the overpayment amount from the provider, return the collected FFP to CMS, and return the collected nonfederal share to the County. In the event that DHCS cannot recover the overpayment from the Medi-Cal provider, the County shall pay DHCS an amount equal to the FFP portion of the unrecovered amount to the extent that Section 1903(d)(2)(D) of the Social Security Act is found not to apply.

f. The County is not responsible for reimbursing DHCS for the nonfederal share of expenditures for MCIP services provided by DPHs when those services are reimbursed under the CPE process because DHCS is not responsible for the nonfederal share of expenditures for MCIP services reimbursed in the CPE process.

2. If CMS determines DHCS claimed a higher Federal Medical Assistance Percentage (FMAP) rate than is allowed and FFP is reduced by CMS then the County shall hold DHCS harmless for the return of the FFP to CMS.

3. Upon the County's compliance with all applicable provisions in this PA and applicable laws, the County may send its MCIP-eligible beneficiaries to Medi-Cal providers to receive MCIP services.

4. The County understands and agrees that the overall nature of the medical facilities in which an inmate receives medical services must be one of community interaction such that members of the general public may be admitted to receive services and admission into the medical facility or into specific beds within the facility is not limited to individuals under the responsibility of a correctional facility, and that inmates are admitted to specific medical units based not on their statutes as inmates of a correctional institution, but rather on their treatment needs and plan of care.

5. Ensure that an appropriate audit trail exists within records and accounting system and maintain expenditure data as indicated in this PA.

6. The County agrees to provide to DHCS or any federal or state department with monitoring or reviewing authority, access and the right to examine its applicable records and documents for compliance with relevant federal and state statutes, rules and regulations, and this PA.

7. In the event of any federal deferral or disallowance applicable to MCIP expenditures, the County shall provide all documents requested by DHCS within 14 days.

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8. The County shall assist with the completion and delivery of completed Medi-Cal applications to the County Welfare Department within 90 days after the date of admission of the beneficiary to a Medi-Cal provider off of the grounds of the County correctional facility resulting in an expected stay of more than 24 hours.

9. As a condition of participation in MCIP, and in recognition of revenue generated by MCIP, the County shall pay quarterly administrative costs directly to DHCS.

   a. The quarterly administrative costs payment shall be used to cover DHCS' administrative costs associated with MCIP, including, but not limited to, claims processing, technical assistance, and monitoring. DHCS shall determine and report staffing requirements upon which projected costs will be based.

   b. The amount of the administrative costs shall be based upon the anticipated state salaries, benefits, operating expenses, and equipment necessary to administer MCIP and other costs related to that process.

   c. The County shall enter in to a separate agreement with DHCS to reimburse DHCS for the administrative costs of administering MCIP.

ARTICLE VII – DHCS RESPONSIBILITIES

1. DHCS shall pay the appropriate Medi-Cal fee-for-service rate to Medi-Cal providers that directly bill DHCS for MCIP services rendered to the County's MCIP eligible beneficiaries and seek FFP for these service claims. DHCS shall be responsible to pay such Medi-Cal providers only to the extent the County commits to reimburse DHCS for the nonfederal share of all federally reimbursable MCIP claims and for which FFP is available and obtained by DHCS for the MCIP service claims.

2. DHCS shall maintain accounting records to a level of detail which identifies the actual expenditures incurred for MCIP services, the services provided, the county responsible, the specific MCIP-eligible beneficiary treated, the MCIP-eligible beneficiaries aid code, and the specific provider billing.

3. DHCS shall submit claims in a timely manner to CMS to draw down FFP and shall distribute FFP for all eligible claims.

4. DHCS shall:

   a. Ensure that an appropriate audit trail exists within records and accounting system and maintain expenditure data as indicated in this PA.

   b. Designate a person to act as liaison with the County concerning issues arising under this PA. This person shall be identified to the County's contact person for this PA.

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c. Provide a written response by email or mail to the County's contact person within 30 days of receiving a written request for information related to MCIP.

d. With each quarterly administrative cost invoice, provide a paid claim analysis report to the County regarding MCIP claims submitted by providers for the County's MCIP-eligible beneficiaries. This analysis shall be used to determine the amount of the non-federal share that the County is obligated to pay under this PA.

5. Should the services to be performed under this PA conflict with DHCS' responsibilities under federal Medicaid law, those responsibilities shall take precedence.

6. DHCS' cessation of any activities due to federal Medicaid responsibilities does not relinquish the obligation of the County to reimburse DHCS for MCIP services incurred by DHCS in connection with this PA for periods in which the County participated in MCIP.

7. DHCS agrees to provide to the County, or any federal or state department with monitoring or reviewing authority, access and the right to examine its applicable records and documents for compliance with relevant federal and state statutes, rules and regulations, and this PA.

ARTICLE VIII – FISCAL PROVISIONS

1. DHCS will invoice the County quarterly at the address above. Each invoice shall include the agreement number and supporting documentation for the previous quarter's paid claims.

2. Counties are required to sign and submit the MCIP Certification and Hold Harmless by an authorized county representative to DHCS annually to ensure the County is providing efficient oversight of federal expenditures.

ARTICLE IX – BUDGET CONTIGENCY CLAUSE

1. It is mutually agreed that if the State Budget Act of the current State Fiscal Year (SFY) and any subsequent SFYs covered under this PA does not provide sufficient funds for MCIP, this PA shall be of no further force and effect. In this event, the DHCS shall have no liability to pay any funds whatsoever to the County or to furnish any other considerations under the PA and the County shall not be obligated to perform any provisions of this PA.

2. If funding for any SFY is reduced or deleted by the State Budget Act for purposes of MCIP, DHCS shall have the option to either cancel this PA, with no liability occurring to DHCS, or offer an agreement amendment to the County to reflect the reduced amount.

ARTICLE X – LIMITATION OF STATE LIABILITY

1. In the event of a federal audit disallowance, the County shall cooperate with DHCS in replying to and complying with any federal audit exception related to MCIP. The County shall assume sole financial responsibility for any and all federal audit disallowances related to the rendering of services under this PA. The County shall assume sole financial

Attachment: Signed MCIP agreement 20-22 (RES-2022-218 : Addendum to 2020-2023 Program Agreement with Dep. of Health Care Services for

responsibility for any and all penalties and interest charged as a result of a federal audit disallowance related to the rendering of services under this PA. The amount of the federal audit disallowance, plus interest and penalties shall be payable on demand from DHCS.

2. To the extent that a federal audit disallowance and interest results from a claim or claims for which the Medi-Cal provider has received reimbursement for MCIP services under this PA, DHCS shall recoup from the Medi-Cal provider, upon written notice of 60 days after the completion of an audit or other examination that results in the discovery of an overpayment per Welfare and Institutions Code section14172.5), amounts equal to the amount of the disallowance and interest in that state fiscal year for the disallowed claim, less the amounts already remitted to or recovered by DHCS.

ARTICLE XI – AMENDMENT

1. This PA and any exhibits attached hereto, along with the MCIP Administrative Agreement shall constitute the entire agreement among the parties regarding MCIP and supersedes any prior or contemporaneous understanding or agreement with respect to MCIP and may be amended only by a written amendment to this PA.

2. Changes to the project representatives may be made via written communication including email by either party and shall not constitute a formal amendment to the PA.

ARTICLE XII – GENERAL PROVISIONS

1. None of the provisions of this PA are or shall be construed as for the benefit of, or enforceable by any person not a party to this PA.

2. The interpretation and performance of this PA shall be governed by the State of California. The venue shall lie only in counties in which the California Attorney General maintains an office.

   DHCS and the County shall maintain and preserve all records relating to this PA for a period of three years from DHCS' receipt of the last payment of FFP or until three years after all audit findings are resolved, whichever is later. This does not limit any responsibilities held by DHCS or the County provided for elsewhere in this PA, or in state or federal law.

ARTICLE XIII – INDEMNIFICATION

It is agreed that the County shall defend, hold harmless, and indemnify DHCS, its officers, employees, and agents from any and all claims liability, loss or expense (including reasonable attorney fees) for injuries or damage to any person or property which arise out of the terms and conditions of this PA and the negligent and intentional acts or omissions of the County, its officers, employees, or agents.

ARTICLE XIV – AVOIDANCE OF CONFLICTS OF INTEREST

Attachment: Signed MCIP agreement 20-22 (RES-2022-218 : Addendum to 2020-2023 Program Agreement with Dep. of Health Care Services for

The County is subject to compliance with the Medi-Cal Conflict of Interest Law, as applicable and set forth in Welfare and Institutions Code section 14022, and Article 1.1 (commencing with Welfare and Institutions Code section 14047), and implemented pursuant to 22 California Code of Regulations, section 51466.

ARTICLE XV – CONFIDENTIALITY

The County shall comply with the applicable confidentiality requirements as specified in Section 1902(a)(7) of the Social Security Act; 42 Code of Federal Regulations, part 431.300; Welfare and Institutions Code section 14100.2; and 22 California Code of Regulations, section 51009; and, the Business Associates Agreement hereby incorporated by reference.

THIS SPACE INTENTIONALLY LEFT BLANK

Attachment: Signed MCIP agreement 20-22 (RES-2022-218 : Addendum to 2020-2023 Program Agreement with Dep. of Health Care Services for

Medi-Cal County Inmate Program Participation Agreement 20-MCIPMARIPOSA-22
County: Mariposa

The signatories to this PA warrant that they have full and binding authority to the commitments contained herein on behalf of their respective entities.

County Name: Mariposa County

Kevin Cann
Name of Authorized Representative
(Person legally authorized to bind contracts for the County)

Board Chair
Title of Authorized Representative

Signature of Authorized Representative

June 02, 2020
Date

APPROVED AS TO FORM:
STEVEN W. DAHLEM
COUNTY COUNSEL

STATE OF CALIFORNIA – DEPARTMENT OF HEALTH CARE SERVICES

Signature of the DHCS Authorized Representative

ROBERT DUCAY
Typed or Printed Name of the DHCS Authorized Representative

ASST DEPUTY DIR, HCF
Typed or Printed Title of the DHCS Authorized Representative

6/24/2020
Date

Attachment: Signed MCIP agreement 20-22 (RES-2022-218 : Addendum to 2020-2023 Program Agreement with Dep. of Health Care Services for

Exhibit X
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. The Department of Health Care Services (DHCS) 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 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. Contractor (however named elsewhere in this Agreement) is the Business Associate of DHCS 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. DHCS 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. 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 only to perform functions, activities or services specified in this Agreement on behalf of DHCS, provided that such use or disclosure would not violate HIPAA if done by DHCS.

   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, and the person notifies the Business Associate of any instances of which it is aware that the confidentiality of the information has been breached.

8. **Compliance with Other Applicable Law**

Attachment: Signed MCIP agreement 20-22 (RES-2022-218 : Addendum to 2020-2023 Program Agreement with Dep. of Health Care Services for

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, at a minimum, at 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 maintain, at a minimum, industry standards for transmission and storage of PHI and other confidential information.

Attachment: Signed MCIP agreement 20-22 (RES-2022-218 : Addendum to 2020-2023 Program Agreement with Dep. of Health Care Services for

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 DHCS under 45 CFR Part 164, Subpart E, comply with the requirements of the subpart that apply to DHCS in the performance of such obligation.

15. **Access to Practices, Books and Records.** Business Associate shall make its internal practices, books, and records relating to the use and disclosure of PHI on behalf of DHCS available to DHCS upon reasonable request, and to the federal Secretary of Health and Human Services for purposes of determining DHCS' compliance with 45 CFR Part 164, Subpart E.

16. **Return or Destroy PHI on Termination; Survival.** At termination of this Agreement, 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, DHCS 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 DHCS 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 DHCS that was verified by or provided by the Social Security Administration (SSA data) and is subject to an agreement between DHCS and SSA, 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 DHCS.

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 DHCS.

Attachment: Signed MCIP agreement 20-22 (RES-2022-218 : Addendum to 2020-2023 Program Agreement with Dep. of Health Care Services for

18.1.1 Business Associate shall notify DHCS **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 DHCS.

18.1.2 Business Associate shall notify DHCS **within 24 hours by email** (or by telephone if Business Associate is unable to email DHCS) of the discovery of:

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 data 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 Information 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/DHCSBusinessAssociatesOnly.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.

Attachment: Signed MCIP agreement 20-22 (RES-2022-218 : Addendum to 2020-2023 Program Agreement with Dep. of Health Care Services for

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, 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 Entities Other than DHCS. If the cause of a breach of PHI is attributable to Business Associate or its subcontractors, 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 information 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 Agreement 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 Telephone: (916) 445-4646	Information Security Office DHCS Information Security Office P.O. Box 997413, MS 6400 Sacramento, CA 95899-7413 Email: incidents@dhcs.ca.gov

19. Responsibility of DHCS. DHCS 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, 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 DHCS unless it is legally prohibited from doing so.

21. Termination

21.1 Termination for Cause. Upon DHCS' knowledge of a violation of this Agreement by Business Associate, DHCS 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

Attachment: Signed MCIP agreement 20-22 (RES-2022-218 : Addendum to 2020-2023 Program Agreement with Dep. of Health Care Services for

21.1.2 Terminate this Agreement if Business Associate has violated a material term of this Agreement.

21.2 Judicial or Administrative Proceedings. DHCS 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. DHCS 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 DHCS at no cost to DHCS to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against DHCS, its directors, officers and/or employees based upon claimed violation of HIPAA, which involve inactions or actions by the 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: Signed MCIP agreement 20-22 (RES-2022-218 : Addendum to 2020-2023 Program Agreement with Dep. of Health Care Services for

MARIPOSA COUNTY

Health and Human Services · (209) 966-2000

MEETING: April 5, 2022

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: Proclaim April 3-10, 2022 as "Week of the Young Child"

RECOMMENDATION AND JUSTIFICATION:

Proclaim April 3rd -10th, 2022 as "Week of the Young Child"

BACKGROUND AND HISTORY OF BOARD ACTIONS:

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

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

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

ATTACHMENTS:
Week of the Young Child (PDF)

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

The Mariposa County Board of Supervisors
proclaims the

Week of April 3-10, 2022

as

"Week of The Young Child"

"Celebrating Early Learning, Young Children, Their Teachers and Families"

WHEREAS the Mariposa Local Child Care Planning Council and Infant Child Enrichment Services, in conjunction with the National Association for the Education of Young Children, are celebrating the **"Week of the Young Child"** April 3-10, 2022; and

WHEREAS these organizations recognize and promote the importance of quality, and age-appropriate childcare environments for all children. Environments that create inclusion, safety, and develop a love of learning; and

WHEREAS, quality early child care programs are critical in the development of a child's intellect, self-esteem, and overall wellbeing, thus leading to a decrease in the number of children at risk; and

WHEREAS the County of Mariposa stands dedicated to offering quality life experiences for children and families, safety within our schools and community, and positive growth and development of our future leaders.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Mariposa County, a political subdivision of the State of California, hereby proclaims the week of April 3-10, 2022, as **"Week of The Young Child"**

Dated: April 5th, 2022

ROSEMARIE SMALLCOMBE, District I Supervisor

TOM SWEENEY, District II Supervisor

MARSHALL LONG, District III Supervisor

WAYNE FORSYTHE, District IV Supervisor

MILES MENETREY, District V Supervisor

Attachment: Week of the Young Child (2022-33 : Proclaim April 3-10, 2022 as "Week of the Young Child")

MARIPOSA COUNTY

Health and Human Services · (209) 966-2000

MEETING: April 5, 2022

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: Proclaim April 4 - 10, 2022, as Public Health Week

RECOMMENDATION AND JUSTIFICATION:
Proclaim April 4th-10th, 2022, as "Public Health Week".

During the first full week of April each year, the American Public Health Association (APHA) brings together communities across the United States to observe National Public Health Week as a time to recognize the contributions of Public Health and highlight issues that are important to improving our communities and the nation.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board has approved this request, and other events, in the past.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve and miss the chance to highlight an important event.

ATTACHMENTS:
April 2022 Public Health Week (PDF)

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

The Mariposa County Board of Supervisors

proclaims

The Week of APRIL 4th through 10th, 2022

as

"Public Health Week"

WHEREAS during the first full week of April each year, the American Public Health Association celebrates National Public Health Week, a time to promote the benefits of a healthy, vibrant community; and

WHEREAS the Public Health Division of the Mariposa County Health and Human Services Agency provides preventative services, supports a safe environment, and is committed to reducing rural health disparities; and

WHEREAS, Public Health impacts every aspect of our lives and the professionals who work in this sector help our community be as thriving, resilient, healthy as possible, and deliver high-quality services; and

WHEREAS these professionals create policies that promote residents' health and safety across the lifespan; protect our unique environment from harm and respond effectively to disasters; prevent disease, injury, disability, and place health and wellness at the core of policies and decisions across our beautiful county; and

WHEREAS, Public Health Workers, as the protectors of Mariposa County's people and environment have the responsibility to promote health and well-being based on the best available science, and to do so with care, compassion, honesty, and innovation; and

WHEREAS they respect and value the relationship they have with each other, their clients, and their partners. Together, they fulfill their responsibility to promote health and well-being, and protect the residents of this beautiful place.

NOW, THEREFORE, BE IT KNOWN, that the Board of Supervisors of Mariposa County a political subdivision of the State of California does hereby proclaim April 4-10, 2022, as **"Public Health Week."**

PASSED AND ADOPTED by the Board of Supervisors of Mariposa County this 5th day of April 2022 by unanimous vote.

ROSEMARIE SMALLCOMBE, District I Supervisor

WAYNE FORSYTHE, District IV Supervisor

TOM SWEENEY, District II Supervisor

MILES MENETREY, District V Supervisor

MARSHALL LONG, District III Supervisor

Attachment: April 2022 Public Health Week (2022-34 : Proclaim April 4 - 10, 2022, as Public Health Week)

MARIPOSA COUNTY

Board of Supervisors · 209-966-3222

MEETING: April 5, 2022

TO: The Board of Supervisors

FROM: Rosemarie Smallcombe, District I Supervisor

RE: Proclamation - "Friday Night Live Month"

RECOMMENDATION AND JUSTIFICATION:

Proclaim the Month of April 2022, as "Friday Night Live Month" (Board Chair).

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board has approved similar proclamations in the past.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Miss the opportunity to bring awareness to this important issue.

ATTACHMENTS:
Friday Night Live_April 2022_Proclamation_Mariposa Safe Families (PDF)

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

The Mariposa County Board of Supervisors
proclaims

The Month of April 2022
as
"Friday Night Live Month"

WHEREAS the California Friday Night Live program was developed in Sacramento in 1984 as the model program for the State of California; and

WHEREAS, celebrating 37 years, this program was designed and continues to reduce alcohol use and other problems among young people by building partnerships for positive and healthy youth development which engage youth as active leaders and resources in their communities; and

WHEREAS, youth in Friday Night Live programs will experience a safe environment that includes physical and emotional safety and will experience opportunities for community engagement that include knowledge of community, interaction, interface, communication, and opportunities to contribute to the community; and

WHEREAS, participants in Friday Night Live programs will be afforded opportunities for leadership and advocacy that include decision-making and governance, learning to express their opinions constructively, and taking action on issues or projects they care about outside the program, in their community or school; and

WHEREAS, youth in Friday Night Live programs will also experience opportunities to build caring and meaningful relationships with peers and adults that include learning about their peers and building relationships with them, guidance from caring adult staff, and feeling supported by others in the program, as well as having practical program needs met, while enjoying a sense of belonging to the group; and

WHEREAS, in addition, Youth in Friday Night Live programs will experience opportunities to engage in interesting and relevant skill development activities that will better prepare them for the challenges they may face and to develop healthy personal attitudes and behaviors related to alcohol, tobacco, and other drugs, violence prevention, and academic completion by fostering learning; and

WHEREAS, in an unprecedented time marked with upheaval, loss, and uncertainty, young people in Friday Night Live programs have epitomized resiliency, strength, and courage in their relentless commitment to making their community a better place; and

WHEREAS Mariposa Safe Families, Incorporated, along with other community partners, remain dedicated to the Friday Night Live mission and the great work being done through the collaborative; and

WHEREAS, during the month of April 2022, youth at more than 600 chapters will raise awareness in their counties throughout the State of California to reduce underage drinking, underage gambling, and tobacco use by mobilizing their communities with a unified call to action.

NOW, THEREFORE, BE IT KNOWN that the Board of Supervisors of Mariposa County, a political subdivision of the State of California, proclaims the month of April 2022 as **"Friday Night Live Month"**.

PASS AND ADOPTED by the Board of Supervisors of Mariposa County this 5th day of April 2022, by unanimous vote.

_____
Rosemarie Smallcombe, District I Supervisor

_____
Wayne Forsythe, District IV Supervisor

_____
Tom Sweeney, District II Supervisor

_____
Miles Menetrey, District V Supervisor

_____
Marshall Long, District III Supervisor

Attachment: Friday Night Live_April 2022_Proclamation_Mariposa Safe Families (2022-35 : Proclamation - "Friday Night Live Month")

MARIPOSA COUNTY

Board of Supervisors · 209-966-3222

MEETING: April 5, 2022

TO: The Board of Supervisors

FROM: Rosemarie Smallcombe, District I Supervisor

RE: Proclamation - "Alcohol Awareness Month"

RECOMMENDATION AND JUSTIFICATION:

Proclaim the Month of April 2022, as "Alcohol Awareness Month" (Board Chair).

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board has approved similar proclamations in the past.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Miss the opportunity to bring awareness to this important issue.

ATTACHMENTS:
Alcohol Awareness Month_April 2022_Proclamation_Mariposa Safe Families (PDF)

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

The Mariposa County Board of Supervisors
proclaims

The Month of April 2022
as
"Alcohol Awareness Month"

WHEREAS, excessive drinking is responsible for more than 4,300 deaths among underage youth each year with more than 1.6 million young people reporting to have driven under the influence of alcohol in the past year; and

WHEREAS, alcohol is the most commonly used addictive substance in the United States and young people who begin drinking before age 15 are four times more likely to develop alcohol dependence than those who begin drinking at age 21; and

WHEREAS, underaged drinking is linked to 189,000 emergency room visits; and

WHEREAS, kids who drink are more likely to be victims of violent crime, to be involved in alcohol-related traffic crashes, and to have serious school-related problems; and

WHEREAS, the typical American will see 100,000 beer commercials before he or she turns 18; and

WHEREAS, a supportive family environment is associated with lowered rates of alcohol use for adolescents; and

WHEREAS, kids who have conversations with their parents and learn a lot about the dangers of alcohol and drug use are 50 percent less likely to use alcohol and drugs than those who don't have such conversations; and

WHEREAS, Mariposa Safe Families, Inc. and community partners are dedicated to promoting community awareness regarding the importance of appropriate alcohol use awareness programs, activities, and ceremonies to support efforts that will increase awareness, understanding and action to address underage drinking in Mariposa County.

NOW, THEREFORE, BE IT KNOWN that the Board of Supervisors of Mariposa County, a political subdivision of the State of California, proclaims the month of April 2022 **as Alcohol Awareness Month**.

PASS AND ADOPTED by the Board of Supervisors of Mariposa County this 5th day of April 2022, by unanimous vote.

_____
Rosemarie Smallcombe, District I Supervisor

_____
Wayne Forsythe, District IV Supervisor

_____
Tom Sweeney, District II Supervisor

_____
Miles Menetrey, District V Supervisor

_____
Marshall Long, District III Supervisor

Attachment: Alcohol Awareness Month_April 2022_Proclamation_Mariposa Safe Families (2022-36 : Proclamation - "Alcohol Awareness

MARIPOSA COUNTY

Board of Supervisors · 209-966-3222

MEETING: April 5, 2022

TO: The Board of Supervisors

FROM: Rosemarie Smallcombe, District I Supervisor

RE: Proclamation - "Child Abuse Prevention Month"

RECOMMENDATION AND JUSTIFICATION:

Proclaim the Month of April 2022, as "Child Abuse Awareness Month" (Board Chair).

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board has approved similar proclamations in the past.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Miss the opportunity to bring awareness to this important issue.

ATTACHMENTS:
Child Abuse Prevention Month_April 2022_Proclamation_Mariposa Safe Families (PDF)

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

The Mariposa County Board of Supervisors
proclaims

The Month of April 2022
as
"Child Abuse Prevention Month"

WHEREAS child abuse and neglect are a complex and ongoing serious problem in our society that negatively affects many children in Mariposa County; and

WHEREAS every child deserves to grow up in a safe, healthy, nurturing environment free of fear, abuse and neglect. Every child is entitled to be loved, cared for, nurtured, and feel secure; and

WHEREAS it is the responsibility of every adult who comes in contact with a child to protect that child's inalienable right to a safe, loving, nurturing childhood, a childhood free from verbal, sexual, emotional and physical abuse; and

WHEREAS, Mariposa County has a plethora of dedicated individuals, agencies and organizations who work daily to counter the problem of child maltreatment and help parents in obtaining the assistance that they need and in 2003 Mariposa Safe Families Incorporated, was designated as the Mariposa County Child Abuse Prevention Council; and

WHEREAS our community is stronger when all citizens become aware of child maltreatment prevention and become involved in supporting parents to raise their children in a safe, healthy, nurturing environment; and

WHEREAS effective child abuse prevention programs succeed because of the partnerships among families, social service agencies, schools, faith based and civic organizations, law enforcement agencies and the business community, who work together to prevent child abuse; and

WHEREAS, with the COVID-19 pandemic many parents may be feeling overwhelmed, strained and exhausted. Identifying solutions and keeping our children safe and healthy requires input and action from all of us. Reaching out to support a parent who may be struggling is a simple task that we can all take; and

WHEREAS, Mariposa Safe Families, Inc., along with other community partners, remain dedicated to child abuse prevention and advocacy. We shall continue working together to build strong healthy children and protect them from harm and abuse.

NOW, THEREFORE, BE IT KNOWN that the Board of Supervisors of Mariposa County, a political subdivision of the State of California, proclaims the month of April 2022 as **"Child Abuse Prevention Month"**.

PASS AND ADOPTED by the Board of Supervisors of Mariposa County this 5th day of April 2022, by unanimous vote.

_____
Rosemarie Smallcombe, District I Supervisor

_____
Wayne Forsythe, District IV Supervisor

_____
Tom Sweeney, District II Supervisor

_____
Miles Menetrey, District V Supervisor

_____
Marshall Long, District III Supervisor

Attachment: Child Abuse Prevention Month_April 2022_Proclamation_Mariposa Safe Families (2022-37 : Proclamation - "Child Abuse

MARIPOSA COUNTY

Board of Supervisors · 209-966-3222

MEETING: April 5, 2022

TO: The Board of Supervisors

FROM: Rosemarie Smallcombe, District I Supervisor

RE: Proclaim April, 2022 as "Sexual Assault Awareness Month"

RECOMMENDATION AND JUSTIFICATION:
Proclaim the Month of April 2022, as “Sexual Assault Awareness Month” and April 27th, 2022, as “Denim Day" (Board Chair)

The month of April has been designated Sexual Assault Awareness Month (SAAM) in the United States. The goal of SAAM is to raise public awareness about sexual violence and to educate communities and individuals on how to prevent sexual violence.

For the past 20 years, Peace Over Violence has run the Denim Day campaign on the last Wednesday in April in honor of Sexual Assault Awareness Month. April 27, 2022, is observed around the world as “Denim Day;” a single day of awareness created in solidarity with a victim whose rapist’s conviction was overturned because the Justices felt that since she was wearing tight jeans she must have helped her rapist remove her jeans thereby implying consent. Denim Day focuses on educating the community at large on the legal definition of consent.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board has historically signed and presented this proclamation in the past.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
The Board would miss an opportunity to advocate and endorse Sexual Assault Awareness in Mariposa County.

ATTACHMENTS:
Sexual Assault Awareness Month (PDF)

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

The Mariposa County Board of Supervisors
proclaims

The Month of April 2022 and April 27th, 2022

as

"Sexual Assault Awareness Month and Denim Day"

WHEREAS sexual violence is a devastating and violent crime that affects men, women, seniors, teens, and children of all races, ages, cultures, economic situations, and abilities; and

WHEREAS, every 68 seconds, an American is sexually assaulted. On average, there are roughly 464,000 victims (age 12 or older) of rape and sexual assault each year in the United States, that only accounts for those who reported the crime; and

WHEREAS, out of every 1,000 sexual assaults, 975 perpetrators will walk free; additionally, in eight out of ten cases of rape, the victim knew their perpetrator; and

WHEREAS one out of every six women and one out of every thirty-three men have experienced an attempted or completed rape within their lifetime; and

WHEREAS, one in nine girls and one in fifty-three boys under the age of eighteen experience sexual abuse or assault at the hands of an adult. 93% of child sexual abuse cases reported to law enforcement the perpetrators are known to the victim; and

WHEREAS, Mariposa County is not sheltered from the impacts of sexual assault and sexual violence, Mountain Crisis Services has provided sexual assault services for twenty-four men, women, and teen victims of sexual assault in the past year; and

WHEREAS Mountain Crisis Services believes that prevention is the best way to address sexual assault and asking for consent is a healthy, normal, and necessary part of everyday interactions; and

WHEREAS the last Wednesday of April is observed around the world as **"Denim Day"**; a single day of awareness created to remember a rape conviction that was overturned on appeal, simply because the victim wore "tight" jeans.

NOW, THEREFORE, BE IT KNOWN that the Board of Supervisors of Mariposa County proclaims the month of April 2022 as **"Sexual Assault Awareness Month"** and April 27th, 2022 as **"Denim Day"** in Mariposa County in order to support sexual assault prevention awareness efforts throughout the county.

PASS AND ADOPTED by the Board of Supervisors of Mariposa County this 5th day of April 2022, by unanimous vote.

ROSEMARIE SMALLCOMBE, District I Supervisor

WAYNE FORSYTHE, District IV Supervisor

THOMAS SWEENEY, District II Supervisor

MILES MENETREY, District V Supervisor

MARSHALL LONG, District III Supervisor

Attachment: Sexual Assault Awareness Month (2022-38 : Proclaim April, 2022 as "Sexual Assault Awareness Month")

MARIPOSA COUNTY

Clerk of the Board of Supervisors ·

MEETING: April 5, 2022

TO: The Board of Supervisors

FROM: Keith Williams, Interim Clerk of the Board/Treasurer/Tax Collector

RE: Handouts from Departmental Presentation Portion of the April 5, 2022, Meeting

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Handouts from the Departmental Presentation Portion of the April 5, 2022, Meeting:

- Ribbon Ceremony for Sierra Tel flyer received from Kari Kisela/Chamber of Commerce.
- Town Hall Public Q & A Session flyer received from Kari Kisela/Chamber of Commerce.
- The Roses of Coulterville 2022 Walking Tour flyer received from MaryAnn Huff/Northern Mariposa Visitors Center

ATTACHMENTS:
Sietta Tel Ribbon Cutting Ceremony handout (PDF)
Town Hall meeting on April 27th (PDF)
Coulterville Rose Tour (PDF)

RESULT: INFORMATION RECEIVED

RIBBON CEREMONY

SIERRA TEL

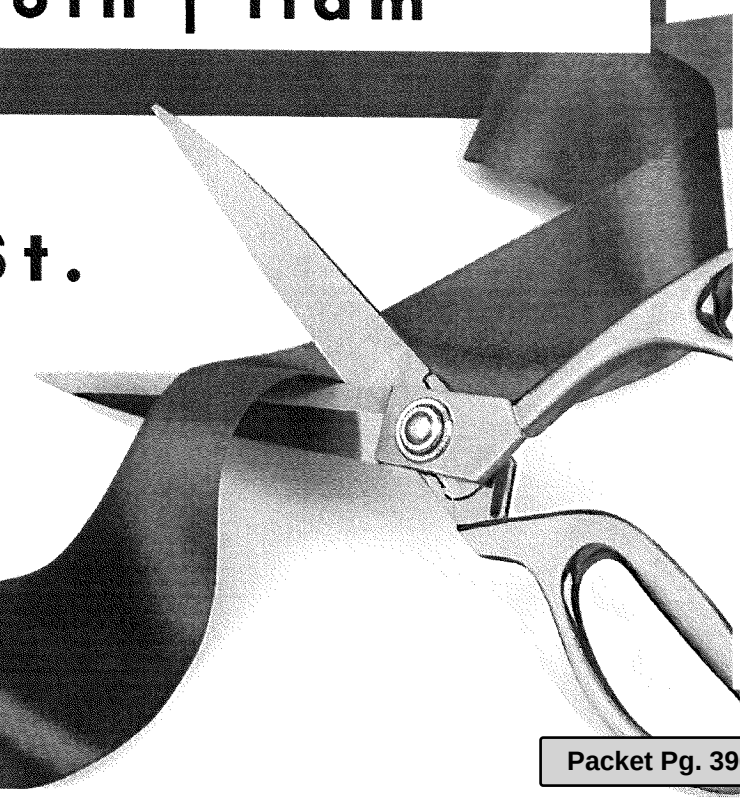
www.SierraTel.com

Wed. April 6th | 11am

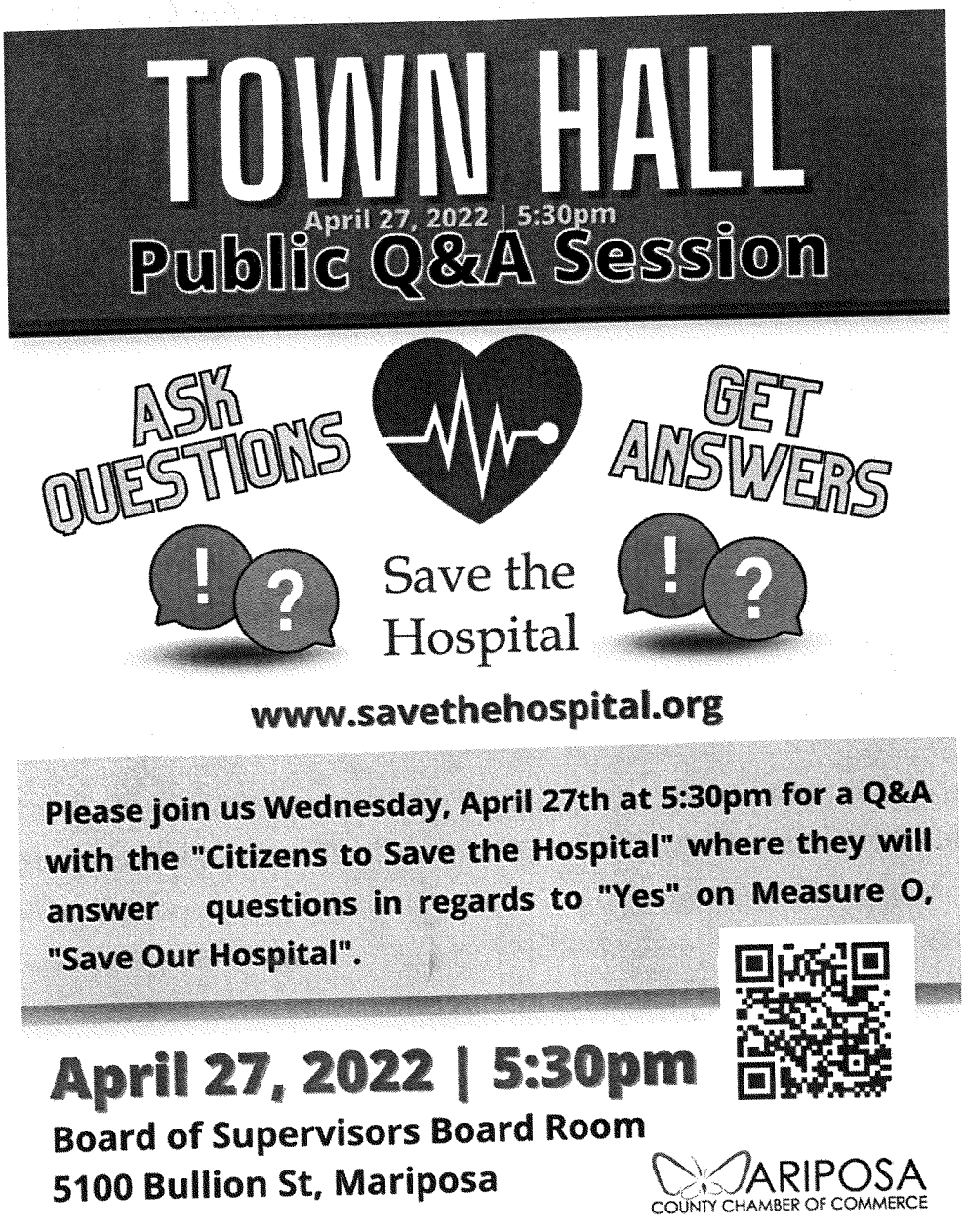
5151 Bullion St.

MARIPOSA
COUNTY CHAMBER OF COMMERCE

LIVE



Attachment: Sietta Tel Ribbon Cutting Ceremony handout (12865 : Handouts from Departmental Presentation Portion of the April 5, 2022,



Attachment: Town Hall meeting on April 27th (12865 : Handouts from Departmental Presentation Portion of the April 5, 2022, Meeting)

STOP AND SMELL THE ROSES!

THE ROSES OF COULTERVILLE
2022 WALKING TOUR
Saturday, May 7
Rain or Shine

CALL 209)878-3015 TO RESERVE A SPOT

TOURS BEGIN AT NMCHC (corner of Hwys 49 & 132)

Complimentary Refreshments

Rose Sale @ 9:00 a.m.
(come early for best selection)

Free Docent Led Tour @ 10:00 a.m.
(Tour lasts approximately 1 to 1 ½ hours. We suggest a hat, comfortable shoes, and a drink for the walking tour.)

Attachment: Coulterville Rose Tour (12865 : Handouts from Departmental Presentation Portion of the April 5, 2022, Meeting)

MARIPOSA COUNTY

Public Works · 209-966-2498

MEETING: April 5, 2022

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works & Transportation

RE: Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA) Funding for Transit

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RECOMMENDED ACTION AND JUSTIFICATION:

Approve an Agreement with the State of California, Department of Transportation (DOT) to Accept the Award in the Amount of $303,287.00 for Transit Operating Assistance from the Federal Transportation Authority (FTA) Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA); and Authorize the LTC Executive Director to Sign the Agreement.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

California Department of Transportation made available COVID-19 Relief Funds in response to the Pandemic to assist Transit Agencies who are eligible for FTA 5311 Funds across the state. Reimbursable expenses include lost fare-box revenue, hazard pay, benefits for employees, personal protective equipment (PPE), and cleaning supplies.

Staff applied for CARES Act I, COVID-19 Relief Funds and Executive Director - MCLTC signed agreement June 24, 2020 for Transit Operating Assistance of $115,802.00 at 100% reimbursement.

Staff applied for CARES Act II, COVID-19 Relief Funds and Executive Director - MCLTC signed agreement December 22, 2020 for Transit Operating Assistance of $222,021.00 at 100% reimbursement.

The third and final Coronavirus Relief offering is called, "Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA)."

The Local Transportation Commission (LTC) approved applying for $303,287.00 in CRRSAA Funds to be used toward Transit Operating Assistance reimbursable at 100% with Resolution #LTC 2021-13 on April 20, 2021.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Should this not be approved the funding opportunity will expire and the award will be withdrawn.

Local Transportation Commission 2022-4

ATTACHMENTS:
County of Mariposa SA 64RO21-01625 (PDF)

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

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION
STANDARD AGREEMENT (02/21/2020)
DOT-213A (REV 12/2019)

AGREEMENT NUMBER	AMENDMENT NUMBER
64RO21-01625	

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

   STATE AGENCY: CALIFORNIA DEPARTMENT OF TRANSPORTATION, DIVISION OF RAIL & MASS TRANSPORTATION

   CONTRACTOR: **County of Mariposa**

2. The term of this Agreement is:

   FROM: **January 20, 2020** TO: **June 30, 2026**

3. The parties agree to comply with the terms and conditions of the following Exhibits, which are by this reference made a part of the Agreement.
   - Exhibit A - Project Summary and Scope of Work
   - Article I - Project Management and Payment Provisions
   - Article II - General Terms and Conditions
   - Article III - Special Terms and Conditions

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

CONTRACTOR

CONTRACTOR'S NAME *(If other than an individual, state whether a corporation, partnership, etc.)*
County of Mariposa

BY *(Authorized Signature in Blue ink)* | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
Shannon Hansen, Executive Director - MCLTC

ADDRESS
4639 Ben Hur Road, Mariposa, CA 95338

STATE OF CALIFORNIA

AGENCY NAME
Department of Transportation, Division of Rail and Mass Transportation

BY *(Authorized Signature in Blue ink)* | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
WENDY KING, Chief, Office of Transit Grants and Contracts

ADDRESS
1120 N Street MS-39, Sacramento, CA 95814

For Department of Transportation Use only

Item	Chapter	Statute	Appropriation	Fund	PEC	Project ID	Unit	Object	SFY
2660-102-0890(2)	6	2020	21102F	0890	3010060	0021000229	3744	049	20/21

Amount encumbered by this document:	**$303,287.00**
Prior amount encumbered for this contract:	**$0.00**
Total amount encumbered to date:	**$303,287.00**

SIGNATURE OF ACCOUNTING OFFICER *(Authorized Signature in Blue ink)* | DATE SIGNED

FAIN	FAIN Award Date	CFDA	FTA Section	Subrecipient Unique ID	Indirect Cost Rate	De Minimus
CA-2022-053	2/25/2022	20.509	CRRSAA	623258027	N/A	N/A

ADA Notice For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

Attachment: County of Mariposa SA 64RO21-01625 (LTC-2022-4 : Coronavirus Response and Relief Supplemental Appropriations Act

EXHIBIT A - PROJECT SUMMARY AND SCOPE OF WORK

1. Project Description and Schedule:

Funding Program: CRRSAA

Hours when PROJECT shall operate: *Start Time:* 8:30 a.m. *End Time* 4:00 p.m.

Days/Dates when PROJECT shall operate: Monday - Friday

Location where Service shall be offered: Mariposa, Madera, and Tuolumne Counties

Detailed Description of Work:
operating assistance

Contract Projects:

ALI Code	A Federal $	B State $	C Local $	A + B + C Line Item Total $	Toll Credits
300908	$303,287	$0	$0	$303,287	$0

** The standard Federal Share and Local Matching Fund requirements are listed below. The Federal Share and Local Matching Fund requirements may vary from the amounts shown if Toll Credits in lieu of Local Share have been approved in advance by the Grant Administrator and are awarded by the Program Manager. When Toll Credits are awarded, the Effective Federal Share percentage must be calculated by dividing the Federal $ by Line Item Total $.*

FTA Program	Operating Projects	All Other Projects
5311/5311(f)	55.33% Federal / 44.67% Match	88.53% Federal / 11.47% Match
5310	50.00% Federal / 50.00% Match	80.00% Federal / 20.00% Match
5339	N/A	85.00% Federal / 15.00% Match
CMAQ	88.53% Federal / 11.47% Match	88.53% Federal / 11.47% Match

Performance Period (when expenses may be incurred) and Other Key Project Dates:

Performance Period Start	1/20/2020
Performance End	6/30/2026
Last Date to Amend	5/1/2026
Final Invoice Due	7/30/2026

Caltrans Project Contact:

Contact Name	Email Address	Phone Number
Vivian Miller	vivian.miller@dot.ca.gov	(916) 654-7076

Attachment: County of Mariposa SA 64RO21-01625 (LTC-2022-4 : Coronavirus Response and Relief Supplemental Appropriations Act

2. Transportation Services Category: The Project is in the Transportation Services Category marked "X" below. The parties agree that the provisions of that portion of Article I Section 27 that is correspondingly-lettered to the subsection marked "X" below shall apply to this Agreement.

- [X] A. Operating Assistance (5310, 5311, 5311(f))
- [ ] B. Preventive Maintenance (5311, 5311(f))
- [ ] C. Planning (5311, 5311(f))
- [ ] D. Capital Project (Vehicle/Equipment) (5310)
- [ ] E. Capital Project (Vehicle/Equipment) (5311, 5311(f), CMAQ, 5339)
- [ ] F. Capital Project (Real Estate Acquisition/Construction) (5311, 5311(f), 5339)
- [ ] G. Mobility Management (5310)
- [ ] H. Transfer of Used Vehicle/Equipment (5310)
- [ ] I. Transfer of Used Vehicle/Equipment (5311, 5311(f), 5339)

3. Special Warranty Conditions: If the following statement is marked "X" below, the Project is subject to 49 USC Section 5333(b) Special Warranty, which is applicable to 5311, 5311(f), 5339 and Congestion Mitigation and Air Quality (CMAQ) Programs. If the Project is subject to the Special Warranty, the parties agree that this Agreement shall be subject to the provisions of Exhibit A Section 4, which bears the heading name 49 USC Section 5333(b) Special Warranty for 5311, 5311(f), CMAQ and 5339 Programs.

- [X] Project is subject to 49 USC Section 5333(b) Special Warranty.

Attachment: County of Mariposa SA 64RO21-01625 (LTC-2022-4 : Coronavirus Response and Relief Supplemental Appropriations Act

4. 49 USC SECTION 5333(b) SPECIAL WARRANTY FOR 5311, 5311(f), CMAQ AND 5339 PROGRAMS

A. This PROJECT is subject to 49 USC Section 5333(b) (formerly Section 13(c)) "Documentation and Agreement by Subrecipient to Terms and Conditions of 49 USC Section 5333(b) Special Warranty" (Special Warranty).

B. Name and Address of Subrecipient:
Agency Name: County of Mariposa
Agency Address: 4639 Ben Hur Road
Mariposa, CA 95338

C. PROJECT Description:
300908

D. County and Service Area of PROJECT:
Madera, Mariposa, Tuolumne

E. List of all current operators of public transportation (including CONTRACTOR) and corresponding labor organizations (if applicable) representing the employees of the providers in the above service area that are eligible or potentially eligible recipients of federal 5311, 5311(f), CMAQ or 5339 Program funding assistance even if they are not currently recipients, human service agency providers that provide transportation to the general public, and taxi operators providing shared-ride transportation on a regular and continuing basis:

Public Transportation Operators	Labor Organizations (or N/A)
NA	Service Employees International Union (SEIU)

F. The Special Warranty may refer to the CONTRACTOR as a subrecipient (Subrecipient).

G. Because the PROJECT(s) is subject to the Special Warranty, the terms of the United States Department of Labor Nonunion Protective Arrangement (USDOL Nonunion Protective Arrangement), are applicable. The Subrecipient shall be fully knowledgeable of the terms and conditions of the Special Warranty and the USDOL Nonunion Protective Arrangement and agrees to comply with those same terms and conditions for the duration of the PROJECT. The text of the USDOL Nonunion Protective Arrangement is available from the United States Department of Labor. Furthermore, these terms and conditions will be a part of any and all agreements and contracts between or among the Federal Government, the State of California, and the Subrecipient, entered into with respect to the subject PROJECT.

H. For the purposes of the Special Warranty for the 5311, 5311(f), CMAQ and 5339 Programs, the State of California is neither the legally nor financially responsible party under the Special Warranty, and the State assumes no special obligations under the Special Warranty that are not otherwise part of its normal obligations as a grant administering agency.

Attachment: County of Mariposa SA 64RO21-01625 (LTC-2022-4 : Coronavirus Response and Relief Supplemental Appropriations Act

ARTICLE I
PROJECT MANAGEMENT AND PAYMENT PROVISIONS

1. The Governor of the State of California has designated the California Department of Transportation (Caltrans) Division of Rail and Mass Transportation (DRMT) as the sole agency to be the Recipient of Federal Transit Administration (FTA) grant programs that are described below. The FTA receives its authority from Chapter 53 of Title 49 of the United States Code (USC).
2. The following terms, when appearing in all capitals within this Agreement, are defined as follows.
    A. AGREEMENT: This Agreement, including all of its Articles, Exhibits and incorporated references, as executed by the parties signing the Agreement.
    B. APPLICATION: The Application for federal assistance filed by the Contractor as a prerequisite to receive the funding awarded under this Agreement. The Application is kept on file by Caltrans DRMT and is hereby incorporated into this Agreement.
    C. CONTRACTOR: The local agency that is party to this Agreement, and may be referred to as a Subrecipient, and that has been granted Federal Transit Administration funds by Caltrans DRMT for the purposes of carrying out the Project described in this Agreement. In certain circumstances, the Contractor may be referred to as an Awarding Agency.
    D. PROJECT: Transportation services, as marked in Exhibit A and further described in Article I, which are performed by the Contractor and funded by FTA grant funds under the terms of this Agreement.
    E. STATE: The State of California's Department of Transportation, Division of Rail and Mass Transportation, a governmental subdivision of the State of California.
    F. SUBCONTRACTOR: A third-party subrecipient or subawardee that performs work related to this Project for the Contractor. Federally-required clauses in this Agreement that apply to the Contractor also apply to subrecipients and/or subawardees of the Contractor. In some cases, the clause must appear verbatim in the document governing the subaward. A Subcontractor is subject to all federal requirements that apply to the Contractor.
3. The STATE participates in a number of federal programs, which include the following programs, which are identified in 49 USC Chapter 53.
    A. FTA Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities (5310 Program). The 5310 Program is discretionary, providing grant funding for the provision of transportation services meeting the special needs of seniors and/or persons with disabilities for whom mass transportation services are otherwise unavailable, insufficient, or inappropriate. Eligible applicants are private nonprofit corporations, private for-profit corporations and public agencies. Applications are scored and prioritized for funding. The terms and conditions in FTA Circular 9070.1G "Enhanced Mobility of Seniors and Individuals with Disabilities Program Guidance and Application Instructions", dated July 7, 2014, (5310 Circular) and any later revision thereto, are expressly incorporated herein for any project funded by the 5310 Program.
    B. FTA Section 5311 Formula Grants for Rural Areas (5311 Program). The 5311 Program funds projects in rural areas for the purposes of planning, public transportation capital projects, operating costs, job access reverse commute projects, and/or the acquisition of public transportation service. Available funds are determined based on an FTA formula that includes population and transit service miles. Eligible subrecipients may include states and local governmental authorities, nonprofit organizations, tribal governments, and operators of public transportation or intercity bus service that receive FTA grant funds indirectly through a Recipient. Intercity bus projects are funded from a subprogram of the 5311 Program. The 5311(f) Subprogram is discretionary, with applications scored and prioritized for funding. Private for-profit operators of transit services or intercity bus services may participate in the 5311(f) Subprogram as third-party contractors for Recipients or as Subrecipients. The terms and conditions in FTA Circular 9040.1G "Formula Grants for Rural Areas: Program Guidance and Application Instructions", dated November 24, 2014, (5311 Circular) and any later revision thereto are expressly incorporated herein for any project funded by the 5311 Program or the 5311(f) Subprogram. Unless stated otherwise in this AGREEMENT, any reference herein to the 5311 Program applies to the 5311(f) Subprogram.
    C. Congestion Mitigation and Air Quality Program (CMAQ Program). CMAQ Program funds that are transferred from the Federal Highway Administration (FHWA) to FTA to use for transit projects are subject to the program requirements that are applicable to the Section 5311 program. Prior to project selection and programming, projects eligible for funding from the CMAQ Program must meet certain criteria set by FHWA. Refer to FHWA's Interim Program Guidance, dated November 12, 2013, (CMAQ Circular), which is available at the following website:

Attachment: County of Mariposa SA 64RO21-01625 (LTC-2022-4 : Coronavirus Response and Relief Supplemental Appropriations Act

https://www.fhwa.dot.gov/environment/air_quality/cmaq/policy_and_guidance/2013_guidance/cmaq2013.pdf.

D. FTA Section 5339 Bus and Bus Facilities Program (5339 Program). The purpose of the 5339 Program is to provide funding to eligible agencies for the purchase of capital bus and bus-related projects that support the continuation and expansion of public transportation services. Funding is discretionary and applications are scored to determine funding priority. Eligible subrecipients include public agencies or private nonprofit organizations engaged in public transportation, including those providing services open to a segment of the general public, as defined by age, disability, or low income. The terms and conditions in FTA Circular 5100.1 "Bus and Bus Facilities Formula Program: Guidance and Application Instructions, dated May 18, 2015, (5339 Circular) and any later revision thereto are expressly incorporated herein for any project funded by the 5339 Program.

4. This AGREEMENT is subject to the Fixing America's Surface Transportation Act (FAST Act) (Federal Transportation Funding Law) (https://www.transit.dot.gov/FAST).
5. This AGREEMENT is governed by numerous policies and guidance documents issued by the United States Department of Transportation (USDOT) and FTA. The CONTRACTOR agrees to comply with all federal agreements and policy guidance related to the programs, including, but not limited to, the following:
   A. USDOT Master Agreement (26), dated October 1, 2019, (USDOT Master Agreement) and any later revision thereto.
   B. FTA Circular 4220.1F, "Third-Party Contracting Guidance," November 1, 2008, as revised through March 18, 2013, (Third-Party Contracting Circular) and any later revision thereto.
   C. FTA Circular 4702.1B "Title VI Requirements and Guidelines for Federal Transit Administration Recipients" dated October 1, 2012, (Title VI Circular) and any later revision thereto.
   D. FTA Circular 5010.1E, "Award Management Requirements" dated March 21, 2017, as revised through July 16, 2018, (Award Management Circular) and any later revision thereto.
   E. "FTA Project and Construction Management Guidelines" published March 2016, (Project and Construction Management Guidelines), an advisory handbook published by USDOT.
   F. Fiscal Year 2020 Annual List of Certifications and Assurances for FTA Grants and Cooperative Agreements dated October 1, 2019.
6. This AGREEMENT is governed by the Caltrans State Management Plan (SMP), dated June 2019, which is available at the Caltrans DRMT website (https://dot.ca.gov/programs/rail-and-mass-transportation/state-management-plan).
7. The CONTRACTOR has been designated by the STATE as an eligible applicant under 49 USC Chapter 53 Section 5310, 5311, or 5339. The CONTRACTOR is proposing transportation services (hereafter called the PROJECT) that are eligible for assistance under the applicable Section of 49 USC Chapter 53.
8. The CONTRACTOR's APPLICATION for a grant under 49 USC Chapter 53 has been certified to the FTA by the STATE as having met all the statutory and administrative requirements for project approval. The purpose of this AGREEMENT is to implement the approved PROJECT.
9. The CONTRACTOR's scope of work shall be as described in Exhibit A of this AGREEMENT and the APPLICATION for federal assistance, which is on file with the STATE and which is hereby expressly incorporated into this AGREEMENT.
10. The CONTRACTOR agrees to provide transportation services that meet the specific requirements and intent of the applicable Program described in 49 USC Chapter 53, which is providing the funding for this PROJECT and with the APPLICATION.
11. The CONTRACTOR agrees to complete the defined PROJECT described in the APPLICATION, which adopts all of the terms and conditions of this AGREEMENT.
12. The CONTRACTOR assures and certifies that private for-profit transit operators have been afforded a fair and timely opportunity to participate to the maximum extent feasible in the planning and provision of the proposed transportation services.
13. Transportation services under this AGREEMENT shall be provided for a minimum of 20 hours per week.
14. It is the parties' intention that grant funds will be available for timely expenditure, commencing with the State fiscal year when this AGREEMENT is executed. In the event that funds are not appropriated for the purpose of this AGREEMENT in an amount sufficient to allow the encumbrance of grant funds in accordance with this section, the parties agree that this AGREEMENT will terminate at the end of the State fiscal year for which funds have been encumbered. The CONTRACTOR's obligations under this AGREEMENT shall remain in effect until the PROJECT is completed under the terms of this AGREEMENT. Upon closeout of this AGREEMENT, any unreimbursed funds will revert as described in Article I and no further invoices shall be paid to CONTRACTOR.
15. Any 5311 Program funds, exclusive of 5311(f) Program funds, awarded for the PROJECT cannot be carried over more

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than one (1) year by the CONTRACTOR.

16. Invoices shall be submitted no more frequently than once per month for the PROJECT.
17. Invoices shall be submitted through the STATE's current Electronic Grants Management (EGM) system. At the time of this AGREEMENT, the STATE's designated EGM system was BlackCat Transit, its successors or assigns. This reference to the EGM System extends to any other replacement system the STATE may designate.
18. The full PROJECT invoice, showing both Federal Share and Local Share, shall be submitted by CONTRACTOR to the STATE for review and approval prior to payment. The STATE verifies PROJECT costs and payments made to ensure that funding shares are reported accurately for the Federal Financial Report (SF-425) that the STATE must file pursuant to the award of federal grants.
19. Invoices shall meet all the requirements of this AGREEMENT and be itemized in a manner consistent with the budget for the PROJECT as found in the APPLICATION. Appropriate backup documentation to support all PROJECT costs to be reimbursed shall be included. Appropriate documents may include, but are not limited to, purchase orders, signed invoices for materials, supplies and equipment, and for travel describing the purpose of travel as it pertains to the PROJECT, classifications of employees performing PROJECT work, hourly rates, and identification of work to be reimbursed for the payment period, indirect costs (only if permitted by the STATE under Article I), and subcontractor costs itemized similarly to those of the CONTRACTOR. CONTRACTOR's certification that goods or services purchased have been received and accepted shall accompany the invoice. Proof of payment made to the vendor or a copy of the method of payment must be submitted by the CONTRACTOR. Proof of payment includes bank statements or cancelled checks showing check number and "Paid in Full" or CONTRACTOR accounting records showing the transaction.
20. The CONTRACTOR's invoices and the vendor's invoices shall be consistent internally and with any purchase order applicable to the PROJECT and shall include a breakdown of equipment unit costs, sales tax, registration fees, and any other items procured with said purchase orders, including items and costs not reimbursable under this PROJECT and any items not subject to sales tax. The latter includes "items and materials when used to modify a vehicle for physically handicapped persons" that are exempt from sales tax under California Revenue and Taxation Code Section 6369.4.
21. Only work performed or goods or services that are received during the Performance Period dates in Exhibit A are eligible for reimbursement. Invoices shall show dates when work was performed or goods or services were received.
22. Eligibility for reimbursement of costs for the PROJECT shall be determined as follows.
    A. For Public Agencies and Commercial Organizations, the net PROJECT cost and allowable individual items of PROJECT cost shall be determined in conformance with Code of Federal Regulations (CFR) 48, Federal Acquisition Regulations (FAR) Chapter 1 Part 31 "Contract Cost Principles and Procedures", 2 CFR Part 225 (formerly Office of Management and Budgets (OMB) Circular A-87) "Cost Principles for State, Local, and Indian Tribal Governments", FAR Chapter 1 Subpart 31.2, "Contracts with Commercial Organizations," and other applicable regulations, circulars, or memoranda that may be issued by FTA and with the SMP.
    B. For Non-Profit Agencies, the net PROJECT cost and eligibility of individual items of PROJECT cost shall be determined in conformance with CFR Part 48, FAR Chapter 1 Part 31, 2 CFR Part 230 (formerly OMB Circular A-122) "Cost Principles for Non-Profit Organizations", and other applicable regulations, circulars, or memoranda that may be issued by the FTA and with the SMP.
23. Direct and Indirect Costs.
    A. The CONTRACTOR shall comply with 2 CFR Part 225 or 2 CFR Part 230 (as determined in Article I. Section 18) and certifies that all direct costs (and indirect costs, if permitted by STATE) billed are allowable. All direct costs, even for PROJECT administration activities, must be adequately supported with proper documentation.
    B. For Public Agencies only, in all programs except the 5310 Program, indirect costs may be approved for reimbursement at the discretion of the STATE and Program Manager. If allowed, indirect costs must be supported by an approved Cost Allocation Plan (CAP) and/or Indirect Cost Rate Proposal (ICRP). The CONTRACTOR shall obtain approval of the CONTRACTOR's CAP from the STATE's Independent Office of Audits and Investigations prior to submitting any invoices for reimbursement for the PROJECT. Indirect charges incurred prior to STATE's approval of the CAP or ICRP are not an allowable expense.
    C. Under no circumstances are indirect costs an allowable expense for a 5310 Program Project.
24. Payment for services satisfactorily provided, work satisfactorily performed or goods received under this AGREEMENT shall be made on a reimbursement basis and in arrears only for actual eligible costs.
25. Incomplete or disputed invoices shall be returned unpaid to the CONTRACTOR for correction. Corrected invoices must be resubmitted to STATE prior to the payment of the invoice.
26. Upon STATE's review and acceptance of an undisputed invoice by the STATE, the STATE agrees to reimburse the

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CONTRACTOR for eligible costs. Reimbursement will be made at the rate of Federal Share percentage shown in Exhibit A, up to the total amount of Federal Share. The Federal Share percentage may vary if the STATE has authorized the use of Transportation Development (Toll) Credits in lieu of required matching Local Share as described in Exhibit A.

27. Final invoice shall be submitted to the STATE as stipulated in Exhibit A. If a Final Invoice Date is not specified in Exhibit A, a final invoice shall be submitted no later than ninety (90) days after the expiration of this AGREEMENT.
28. Project Closeout.
    A. For all programs, any remaining balance/cost savings shall be returned to STATE for redistribution or reallocation. The redistribution or reallocation shall be in conformance with the following conditions:
        1. Rules of the program as described in the SMP, except that savings attributable to a project in the 5311 Program may be redistributed or reallocated in either the 5311 Program or the 5311(f) Subprogram;
        2. The federal apportionment which was utilized to fund the PROJECT;
        3. Consistent with the requirements of the federal grant which obligated the funds;
        4. In compliance with all Federal Transportation Improvement Plan (FSTIP) requirements.
    B. Upon successful completion of the PROJECT or upon termination of this AGREEMENT by the STATE, the parties shall determine the amount of compensation, if any, to be repaid by the CONTRACTOR to STATE in order to avoid any STATE liability to FTA due to payments erroneously made to the CONTRACTOR in excess of the total PROJECT amount eligible for Federal reimbursement.
29. The CONTRACTOR's scope of work shall be as described in Exhibit A of this AGREEMENT and the CONTRACTOR's application for federal assistance.
30. The CONTRACTOR agrees to perform this PROJECT in accordance with all of the terms and conditions of this AGREEMENT and the APPLICATION pertaining to this PROJECT.
31. The parties agree that only the following subsection of Article I Section 31 that matches the correspondingly-lettered subsection marked with an "X" in Exhibit A Section 2 Transportation Services Category shall apply to this AGREEMENT.

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A. **Operating Assistance (5310, 5311, 5311(f))**

1. Operating Assistance costs eligible for reimbursement under this AGREEMENT are costs directly related to system operations and may include fuel, oil, salaries and fringe benefits for drivers, dispatchers, maintenance employees, mechanics and administrative staff whose duties are directly related to this PROJECT, and licenses.

2. The CONTRACTOR's geographic area that will be served by the transportation program shall be as described in Exhibit A of this AGREEMENT and the APPLICATION.

3. The PROJECT period for which transit operational expenses are eligible for reimbursement under this AGREEMENT is the Performance Period as specified in Exhibit A.

4. Subcontracts for third-party services, including Third-Party Operating, are considered Local Procurements. As such, any subcontract or subaward contemplated by CONTRACTOR must be reviewed and approved by the STATE prior to the CONTRACTOR beginning any procurement-related activities including, but not limited to, award, renewal or amendment.

5. Whenever a CONTRACTOR conducts a Local Procurement, the following provisions are applicable.
   a. CONTRACTOR shall request and obtain the STATE's written approval of the procurement prior to ordering a vehicle or other equipment. The request shall be made in accordance with procedures promulgated by the STATE and on forms provided by the STATE.
   b. If the Local Procurement is deemed to be in full compliance with federal requirements, the STATE shall issue written approval of the Local Procurement to the CONTRACTOR.
   c. Reimbursement requests from the CONTRACTOR for the Federal Share will be accepted and paid after the vehicle or other equipment has been received by the CONTRACTOR.
   d. All reimbursement requests shall be submitted to the STATE through its EGM system.
   e. Any such Local Procurement shall:
      i. Be consistent with the approved bid award listed in Exhibit A of this AGREEMENT.
      ii. Be consistent with the documentation submitted by the CONTRACTOR with its request for review of the Local Procurement by the STATE.
      iii. Include a reference to the STATE's contract number assigned to this AGREEMENT.
6. If the PROJECT is funded by the 5310 Program and includes capital costs of contracting, allowable expenses may include depreciation and interest on facilities and equipment, as well as other capital costs such as preventive maintenance. Under the capital cost of contracting, only privately-owned assets are eligible. Any capital assets that have any remaining federal interest in them, or items purchased with state or local government assistance shall not be capitalized, nor shall costs incurred delivering services ineligible for FTA assistance, such as charter or school bus service. Detailed information regarding the capital cost of contracting is available in the 5310 Circular.

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B. Preventive Maintenance (5311, 5311(f))

1. Preventive Maintenance activities consist of routine revenue and non-revenue vehicle inspection and maintenance for bus operations including: inspecting revenue vehicle components on a scheduled preventive maintenance basis (e.g., engine and transmission, fuel system, ignition system, chassis, body-exterior and interior, electrical system, lubrication system, trolleys, pantographs and third rail shoes, trucks, braking system, air-conditioning system); performing minor repairs to the above-listed revenue vehicle components; changing lubrication fluids; replacing minor repairable units of the above-listed revenue vehicle components; making road calls to service revenue vehicle breakdowns; towing and shifting revenue vehicles to maintenance facilities; rebuilding and overhauling repairable components; performing major repairs on revenue vehicles on a scheduled or unscheduled basis.

2. For the purpose of carrying out the PROJECT, the labor, associated administrative, and incidental costs pursuant to this AGREEMENT shall not exceed the estimated cost specified in Exhibit A.

3. The PROJECT Period for which Preventive Maintenance expenses are eligible for reimbursement under this AGREEMENT is the Performance Period as specified in Exhibit A.

4. The request(s) for reimbursement shall certify that the CONTRACTOR has paid wages and salaries and shall list the various salary and other accounts to which the grant funds will be applied. Upon receipt of these invoices, the STATE shall reimburse the CONTRACTOR up to the percentage of total PROJECT costs as specified in Exhibit A, but not to exceed the amount encumbered in this AGREEMENT.

5. The STATE's obligations to compensate the CONTRACTOR under the terms of this AGREEMENT shall terminate upon payments of the CONTRACTOR's invoice(s) for the FTA allowable activities, supplies, materials, wages, salaries, and services required to preserve or extend the functionality and serviceability of the asset in a cost-effective manner.

6. Subcontracts for third-party services, including Preventive Maintenance, are considered Local Procurements. As such, any subcontract or subaward contemplated by CONTRACTOR must be reviewed and approved by the STATE prior to the CONTRACTOR beginning any procurement-related activities including, but not limited to, award, renewal or amendment.

7. Whenever a CONTRACTOR conducts a Local Procurement, the following provisions are applicable.
   a. CONTRACTOR shall request and obtain the STATE's written approval of the procurement prior to executing a contract pursuant to this PROJECT with a third party. The request shall be made in accordance with procedures promulgated by the STATE and on forms provided by the STATE. If the Local Procurement is deemed to be in full compliance with federal requirements, the STATE shall issue written approval of the Local Procurement to the CONTRACTOR.
   b. Reimbursement requests from the CONTRACTOR for the Federal Share will be accepted and paid after the vehicle or other equipment has been received by the CONTRACTOR.
   c. All reimbursement requests shall be submitted to the STATE through its EGM system.
   d. Any such Local Procurement shall:
      i. Be consistent with the approved bid award listed in Exhibit A of this AGREEMENT.
      ii. Be consistent with the documentation submitted by the CONTRACTOR with its request for review of the Local Procurement by the STATE.
      iii. Include a reference to the STATE's contract number assigned to this AGREEMENT.

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C. Planning (5311, 5311(f))

1. Planning activities must be directed specifically at the needs of rural areas in the state and be included in the Planning Work Program. Eligible activities support efforts to:

2. Develop transportation plans and programs,

3. Plan, engineer, design and evaluate a public transportation project, and

4. Conduct technical studies relating to public transportation.

5. The Period for which PROJECT expenses are eligible for reimbursement under this AGREEMENT is the Performance Period as specified in Exhibit A.

6. Subcontracts for third-party services, including Planning, are considered Local Procurements As such, any subcontract or subaward contemplated by CONTRACTOR must be reviewed and approved by the STATE prior to the CONTRACTOR beginning any procurement-related activities including, but not limited to, award, renewal or amendment.

7. Whenever a CONTRACTOR conducts a Local Procurement, the following provisions are applicable.
   a. CONTRACTOR shall request and obtain the STATE's written approval of the procurement prior to executing a contract pursuant to this PROJECT with a third party. The request shall be made in accordance with procedures promulgated by the STATE and on forms provided by the STATE.
   b. If the Local Procurement is deemed to be in full compliance with federal requirements, the STATE shall issue written approval of the Local Procurement to the CONTRACTOR.
   c. Reimbursement requests from the CONTRACTOR for the Federal Share will be accepted and paid after the vehicle or other equipment has been received by the CONTRACTOR.
   d. All reimbursement requests shall be submitted to the STATE through its EGM system.
   e. Any such Local Procurement shall:
      i. Be consistent with the approved bid award listed in Exhibit A of this AGREEMENT.
      ii. Be consistent with the documentation submitted by the CONTRACTOR with its request for review of the Local Procurement by the STATE.
      iii. Include a reference to the STATE's contract number assigned to this AGREEMENT.

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D. Capital Project (Vehicle/Equipment) (5310)

1. Maximum vehicle funding limits shall be set by the STATE and shall apply to nonprofit and public agencies without prejudice. Purchase order requirements are further detailed in Article III. The Federal Share for all vehicle procurements shall be as shown in Exhibit A.

2. The Period for which PROJECT expenses are eligible for reimbursement under this AGREEMENT is the Performance Period as specified in Exhibit A.

3. The CONTRACTOR agrees to operate the equipment funded and made available through the PROJECT within the service area as described in Exhibit A.

4. This is a new PROJECT for equipment or new vehicles (not designated as "used" by Federal Trade Commission Agency 16 CFR Part 455.1(d)(2) as well as California Vehicle Code Section 100-680).

5. Public Agencies may purchase Vehicles using any one of the following three methods.
   a. CONTRACTOR may request that the STATE purchase the PROJECT vehicle on its behalf, in which case the provisions regarding deposit of Local Share in paragraph 12 below shall apply.
   b. CONTRACTOR may purchase vehicles directly from a State-approved Contract.
   c. CONTRACTOR may purchase vehicles through its own procurement procedures. CONTRACTOR must obtain prior written authorization from the STATE when utilizing its own procurement procedures. Authorization shall be requested in accordance with the STATE's designated procedures.

6. Nonprofit Agencies may purchase Vehicles using either of the following two methods.
   a. CONTRACTOR may request that the STATE purchase the PROJECT vehicle on its behalf, in which case the provisions regarding deposit of Local Share in paragraph 12 below shall apply.
   b. CONTRACTOR may purchase vehicles through its own procurement procedures. Nonprofit Agencies that procure vehicles in this way must receive prior written authorization from the STATE.

7. Any Vehicle(s) purchased by the STATE for a Nonprofit Agency, shall be from a STATE-approved Contract.

8. The following provisions regarding Local Share apply to any CONTRACTOR, whether a Public Agency or a Non-Profit Agency, for whom the STATE is purchasing a vehicle or other equipment.
   a. Unless Transportation Development (Toll) Credits in lieu of Local Share have been authorized by the STATE, CONTRACTOR shall deposit the Local Share amount and any amount designated as Additional Local Share in Exhibit A into an escrow account at the financial institution designated by the STATE for this purpose. No further billing or payment is required of the CONTRACTOR.
   b. The escrow deposit shall be made within 90 days after execution of this AGREEMENT by the STATE or 90 days following notification by the STATE of the necessity of an escrow deposit. Detailed instructions for making this deposit will be provided to the CONTRACTOR by the STATE.
   c. Vehicles or other equipment shall not be procured by the STATE, on behalf of the CONTRACTOR, until the deposit of the CONTRACTOR's Local Share into escrow has been verified by the STATE.
   d. In the event a balance due is owed to the CONTRACTOR for any unused portion of the Local Share, the CONTRACTOR shall request a refund from Caltrans in writing. Caltrans will initiate the refund process with the designated financial institution.
   e. Per the 5310 Program Circular, the Local Share may be derived from Federal programs that are eligible to be expended for transportation from programs other than USDOT programs except for funds from USDOT Federal Lands Highway Program.

9. The CONTRACTOR shall be responsible for 100% of all costs which exceed the approved Federal Share amount specified in Exhibit A. In no event shall the STATE be obligated to contribute STATE funds toward the cost of the PROJECT.

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10. Timely Commencement of Local Procurement Activities. After receiving written approval from the STATE, CONTRACTOR shall initiate Local Procurement in a timely manner. For a Vehicle purchase, CONTRACTOR shall conduct the procurement in accordance with the schedule currently on file with the STATE and approved by the Program Manager. For the purchase of Other Equipment, CONTRACTOR shall purchase approved PROJECT equipment within three months of AGREEMENT execution. If the purchase is for on-board equipment for a new Vehicle, the purchase shall be made within three (3) months of Vehicle acceptance. If the equipment is not purchased within the designated timeframe, the CONTRACTOR may be subject to contract termination provisions described in Article II.

11. Required Documents for Reimbursement. Upon receipt of complete documentation for the procurement and of the DBE Actual Payment Form, the STATE will reimburse the CONTRACTOR for the Federal Share in arrears.

12. Evidence of Insurance. Before delivery of a vehicle(s) to the CONTRACTOR, the CONTRACTOR shall furnish to the STATE a certificate of insurance issued by a company licensed to write such insurance in California. Evidence of insurance shall also be provided to the STATE annually before the expiration date of the certificate. At any time that such evidence of insurance has not been provided, the STATE shall have the immediate right to take possession of the PROJECT equipment and to enter the property of the CONTRACTOR for this purpose.

13. The STATE holds a lien interest in the PROJECT until the end of the PROJECT's Useful Life as shown in Article II is reached and the STATE has received and approved a request from the CONTRACTOR to release its interest in the PROJECT. The STATE's lien interest shall survive this AGREEMENT and the CONTRACTOR shall be responsible for using the PROJECT in compliance with state, federal and applicable Program requirements stated herein, including reporting, until the STATE affirmatively releases its lien interest. The STATE's release of its lien may be conducted in the STATE's EGM system.

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E. Capital Project (Vehicle/Equipment) (5311, 5311(f), 5339, CMAQ)

1. New PROJECTs for equipment or new vehicles shall not designated as "used" by Federal Trade Commission Agency 16 CFR Part 455.1(d)(2) or California Vehicle Code Section 100-680.

2. CONTRACTOR agrees to operate the equipment funded and made available through the PROJECT within the service area as described in Exhibit A and the APPLICATION.

3. The STATE's obligations to compensate the CONTRACTOR under the terms of this AGREEMENT shall terminate upon the STATE's reimbursement of CONTRACTOR's invoice(s) for FTA-allowable portions of PROJECT costs. Reimbursements will only be allowed after execution of this AGREEMENT.

4. The STATE holds a lien interest in the PROJECT until the end of the PROJECT's Useful Life as shown in Article II is reached and the STATE has received and approved a request from the CONTRACTOR to release its interest in the PROJECT. The STATE's lien interest shall survive this AGREEMENT and the CONTRACTOR shall be responsible for using the PROJECT in compliance with state, federal and applicable Program requirements stated herein, including reporting, until the STATE affirmatively releases its lien interest. The STATE's release of its lien may be conducted in the STATE's EGM system.

5. Public Agencies may purchase Vehicles using any one of the following three methods.
   a. CONTRACTOR may request that the STATE purchase the PROJECT vehicle on its behalf, in which case the provisions regarding deposit of Local Share in paragraph 12 below shall apply.
   b. CONTRACTOR may purchase vehicles directly from a State-approved Contract.
   c. CONTRACTOR may purchase vehicles through its own procurement procedures. CONTRACTOR must obtain prior written authorization from the STATE when utilizing its own procurement procedures. Authorization shall be requested in accordance with the STATE's designated procedures.

6. Any Vehicle(s) purchased by the STATE for a Public Agency shall be from a STATE-approved Contract.

7. The following provisions regarding Local Share apply to any CONTRACTOR for whom the STATE is purchasing a vehicle or other equipment.
   a. Unless Transportation Development (Toll) Credits in lieu of Local Share have been authorized by the STATE, CONTRACTOR shall deposit the Local Share amount and any amount designated as Additional Local Share in Exhibit A into an escrow account at the financial institution designated by the STATE for this purpose. No further billing or payment is required of the CONTRACTOR.
   b. The escrow deposit shall be made within 90 days after execution of this AGREEMENT by the STATE or 90 days following notification by the STATE of the necessity of an escrow deposit. Detailed instructions for making this deposit will be provided to the CONTRACTOR by the STATE.
   c. Vehicles or other equipment shall not be procured by the STATE, on behalf of the CONTRACTOR, until the deposit of the CONTRACTOR's Local Share into escrow has been verified by the STATE.
   d. In the event a balance due is owed to the CONTRACTOR for any unused portion of the Local Share, the CONTRACTOR shall request a refund from Caltrans in writing. Caltrans will initiate the refund process with the designated financial institution.

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F. Capital Project (Real Estate Acquisition/Construction) (5311, 5311(f), 5339)

1. For Real Estate Acquisition, the CONTRACTOR must perform each of the procedures below pursuant to the Award Management Circular, 2 CFR Part 200, 49 CFR Part 24 Subpart B, and the FTA Master Agreement.
   a. The conduct of Hazardous Waste Site Assessments before acquiring real property.
   b. The conduct of an independent appraisal by a certified appraiser.
   c. The requirement for a review appraisal of the initial appraisal.
   d. FTA review and concurrence requirements related to the CONTRACTOR's offer to buy the property.
   e. If the CONTRACTOR is leasing the property, incidental use of acquired real property as a means to supplement transit revenues.
   f. Disposition of excess real property by sale, lease, donation, transfer to other programs, or other conveyance methods.
   g. The requirement to prepare an excess property utilization plan for all real property no longer used for its original purpose.

2. For Construction Projects, CONTRACTOR must submit a Plans, Specifications, and Estimate (PS&E) Checklist. CONTRACTOR shall certify that the PROJECT was designed and prepared for advertisement in accordance with applicable sections regarding "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" in 2 CFR Part 200, the Third-Party Contracts Circular, "Construction Management and Oversight" section of the 5311 Circular, the FTA "Projects and Construction Management Guidelines", and the FTA "Best Practices Procurement Manual".

3. The CONTRACTOR assures and certifies that the PROJECT complies with regulations of 23 CFR Part 771 regarding environmental impact and related procedures.

4. CONTRACTOR understands and agrees that all documents relating to this PROJECT may be reviewed by FTA and/or STATE in order to verify the PS&E certification. CONTRACTOR also understands and agrees that if deficiencies are found in subsequent reviews, the following actions may be taken:
   a. Where minor deficiencies are found, PS&E Certification for future projects may be conditionally approved or not accepted until the deficiencies are corrected.
   b. Where deficiencies are of such magnitude as to create doubt that the policies and objectives of applicable federal and state laws will not be accomplished by the PROJECT, federal funding may be withdrawn at the discretion of the Office Chief of Federal Transit Grants Programs.

5. For the purpose of carrying out the PROJECT, the Real Estate Acquisition/Construction PROJECT is to be purchased and/or constructed, at costs not to exceed the estimated cost specified in Exhibit A.

6. The STATE holds a lien interest in the PROJECT until the end of the PROJECT's Useful Life as shown in Article II is reached and the STATE has received and approved a request from the CONTRACTOR to release its interest in the PROJECT. The STATE's lien interest shall survive this AGREEMENT and the CONTRACTOR shall be responsible for using the PROJECT in compliance with state, federal and applicable Program requirements stated herein, including reporting, until the STATE affirmatively releases its lien interest. The STATE's release of its lien may be conducted in the STATE's EGM system.

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G. Mobility Management (5310)

1. The CONTRACTOR agrees to complete the defined Mobility Management PROJECT described in the APPLICATION, which is on file with the STATE and which is subject to all the terms and conditions of this AGREEMENT.

2. All Mobility Management PROJECTs require a Detailed Implementation Plan as a part of the Project Application. The Detailed Implementation Plan, as submitted, is hereby made a part of this PROJECT. The tasks described in the Detailed Implementation Plan shall be implemented by the CONTRACTOR pursuant to this AGREEMENT at costs not to exceed the estimated cost specified in the Detailed Implementation Plan and in Exhibit A.

3. Invoices for all Mobility Management PROJECTs shall be itemized in accordance with the Detailed Implementation Plan and shall incorporate PROJECT progress, including dates of service, tasks partially or fully completed, and hours worked together with copies of the equipment vendor's invoices and the CONTRACTOR's purchase orders.

4. Subcontracts for third-party services, including Planning, are considered Local Procurements. As such, any subcontract or subaward contemplated by CONTRACTOR is subject to the provisions of Article II Section 46. Bid or Proposal and Third-Party Contract Award of this AGREEMENT.

5. Whenever a CONTRACTOR conducts a Local Procurement, the following provisions are applicable.
   a. CONTRACTOR shall request and obtain the STATE's written approval of the procurement prior to executing a contract pursuant to this PROJECT with a third party. The request shall be made in accordance with procedures promulgated by the STATE and on forms provided by the STATE.
   b. If the Local Procurement is deemed to be in full compliance with federal requirements, the STATE shall issue written approval of the Local Procurement to the CONTRACTOR.
   c. Reimbursement requests from the CONTRACTOR for the Federal Share will be accepted and paid after the vehicle or other equipment has been received by the CONTRACTOR.
   d. All reimbursement requests shall be submitted to the STATE through its EGM system.
   e. Any such Local Procurement shall:
      i. Be consistent with the approved bid award listed in Exhibit A of this AGREEMENT.
      ii. Be consistent with the documentation submitted by the CONTRACTOR with its request for review of the Local Procurement by the STATE.
      iii. Include a reference to the STATE's contract number assigned to this AGREEMENT.

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H. **Transfer of Used Vehicle/Equipment (5310)**

1. The STATE will evaluate potential transfer need for vehicle/equipment on a case-by-case basis. The CONTRACTOR will submit the following information for the State to make its determination:
   a. Project Description and Justification for Funding Request (Replacement or Expansion);
   b. Proposed Service and Operating Plan (including map of service area);
   c. Existing Transportation Services (current fleet);
   d. Proposed Transportation Services; and
   e. Signed Certifications and Assurances.

2. In the event the CONTRACTOR's submitted information conflicts with any terms or conditions of this AGREEMENT after the STATE has agreed to a vehicle/equipment transfer, this AGREEMENT shall supersede the CONTRACTOR's submitted information.

3. The CONTRACTOR agrees to perform the PROJECT to provide transportation services primarily to seniors and persons with disabilities, including their incidental baggage, and to persons accompanying the seniors or persons with disabilities in accordance with the terms and conditions of this AGREEMENT and the CONTRACTOR's application for federal assistance.

4. The CONTRACTOR shall always use the PROJECT exclusively and in conformity with the PROJECT description for as long as the equipment is needed for the PROJECT.

5. Vehicles may not be transferred without prior written approval from the STATE.

6. The STATE holds a lien interest in the PROJECT until the end of the PROJECT's Useful Life as shown in Article II is reached and the STATE has received and approved a request from the CONTRACTOR to release its interest in the PROJECT. The STATE's lien interest shall survive this AGREEMENT and the CONTRACTOR shall be responsible for using the PROJECT in compliance with state, federal and applicable Program requirements stated herein, including reporting, until the STATE affirmatively releases its lien interest. The STATE's release of its lien may be conducted in the STATE's EGM system.

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I. **Transfer of Used Vehicle/Equipment (5311, 5311(f), 5339)**

1. The CONTRACTOR shall always use the PROJECT equipment exclusively and in conformity with the PROJECT Scope of Work in Exhibit A and the PROJECT Description.

2. Vehicles may not be transferred without prior written approval from the STATE.

3. The STATE has evaluated and approved the transfer for vehicle/equipment based on the CONTRACTOR's request containing the following information.
   a. Project Description and Justification for Funding Request (Replacement or Expansion)
   b. Existing Transportation Services (current fleet)
   c. Proposed Transportation Services
   d. Signed Certifications and Assurances
   e. Board Resolutions of Both Parties participating in the transfer

4. The STATE holds a lien interest in the PROJECT until the end of the PROJECT's Useful Life as shown in Article II is reached and the STATE has received and approved a request from the CONTRACTOR to release its interest in the PROJECT. The STATE's lien interest shall survive this AGREEMENT and the CONTRACTOR shall be responsible for using the PROJECT in compliance with state, federal and applicable Program requirements stated herein, including reporting, until the STATE affirmatively releases its lien interest. The STATE's release of its lien may be conducted in the STATE's EGM system.

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ARTICLE II
GENERAL TERMS AND CONDITIONS

1. Subrecipient. For the purpose of this AGREEMENT, the CONTRACTOR is the Subrecipient as referenced in the Federal Transportation Funding Law and the applicable Program Circular. As a Subrecipient of FTA funds the CONTRACTOR agrees to comply with the federal statutes, regulations, executive orders, directives and administrative requirements which relate to applications made to and grants received from FTA, including but not limited to, the USDOT FTA Master Agreement and the FTA Circular for the 5310 Program, the 5311 Program and/or the 5339 Program.

2. Budget Contingency Clause.
   A. The CONTRACTOR agrees that it will provide funds in an amount sufficient, together with the grant, to assure payment of those actual total net PROJECT costs. The funds provided shall include sufficient funds from other eligible sources to provide the PROJECT local matching requirements in accordance with the Federal Transportation Funding Law.
   B. It is mutually agreed that if the State Budget Act or the Federal Transportation Funding Law 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 CONTRACTOR or to furnish any other considerations under this AGREEMENT and CONTRACTOR shall not be obligated to perform any provisions of this AGREEMENT.
   C. If funding for any fiscal year is reduced or deleted by the State Budget Act or the Federal Transportation Funding Law 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 amended Agreement to CONTRACTOR that reflects the reduced amount.

3. State of California Prompt Payment and Return of Retainage Provisions.
   A. All payments to the CONTRACTOR shall be made in accordance with California Government Code (GC), Chapter 4.5, commencing with Section 927, which is known as the California Prompt Payment Act. If an authorized disbursement is not made within the thirty (30) calendar-day departmental limit stipulated by the California Prompt Payment Act, interest penalties may be payable to the CONTRACTOR.
   B. Unless the approved PROJECT is for Construction, the CONTRACTOR shall not hold retainage (i.e. withhold retention) from any subcontractor. The STATE shall not hold retainage from any CONTRACTOR.
   C. If a dispute arises regarding Construction PROJECTs only, the CONTRACTOR may exercise its rights under California Public Contract Code (PCC), Section 10262.5 or Division 2, Part 2, Chapter 1 Article of the California Business and Professions Code (BPC), as applicable.
   D. The CONTRACTOR must pay third-party contractors within 30 days for satisfactory performance of work related to this Agreement. In the case of progress payments, the CONTRACTOR must pay third-party contractors within 7 days of receipt of each undisputed progress payment from the STATE, unless the PROJECT is for Construction. In the case of a Construction PROJECT only, the CONTRACTOR is required to pay its subcontractors for satisfactory performance of work related to this AGREEMENT no later than 30 days after the CONTRACTOR's receipt of payment for that work from the STATE. In addition, the CONTRACTOR is required to return any retainage (retention) payment to any subcontractor within 30 days after the subcontractor's work related to this AGREEMENT is satisfactorily completed.
   E. Federal Prompt Payment and Retainage requirements as described in Section 57 of this Article also apply to this AGREEMENT. If there is any conflict between the California Prompt Payment Act and the Federal Prompt Payment and Retainage requirements, the more stringent requirements shall apply.

4. Approval.
   A. Except as provided herein, this AGREEMENT is of no force or effect until signed by both parties and approved by the STATE.
   B. The STATE reserves the right to sign and approve the AGREEMENT provided however, the commencement of work shall not be authorized until the expenditure of federal funds has been authorized by the FTA for a specific Federal fiscal year or a pre-award expenditure authority approved by the STATE. The CONTRACTOR may not commence performance until federal authorization has been obtained.
   C. It is mutually understood between the parties that this AGREEMENT, for the mutual benefit of both parties, may

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have been written before ascertaining the availability of congressional or legislative appropriation of funds in order to avoid program and fiscal delays that would occur if the AGREEMENT were executed after the determination was made.

D. This AGREEMENT is valid and enforceable only if sufficient funds are made available to the STATE by the United States Government or the California State Legislature for the purpose of this program. In addition, this AGREEMENT is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress or the State Legislature that may affect the provisions, terms or funding of this AGREEMENT in any manner.

E. It is mutually agreed that if the Congress or the State Legislature does not appropriate sufficient funds for the program, this AGREEMENT shall be amended to reflect any reduction in funds.

F. State Law. This AGREEMENT shall be interpreted according to the laws of the State of California, except as to those provisions where federal law shall apply; as to those provisions where federal law applies, the rules, regulations, statutes and executive orders of the federal government shall be applicable. If any provision of this AGREEMENT requires that CONTRACTOR observe or comply with or perform any activity in contradiction or violation of State law, the CONTRACTOR will notify STATE at once, in writing, of such provision. The remaining AGREEMENT provisions shall not be affected. The unenforceable provisions(s) shall be renegotiated by the CONTRACTOR and STATE for mutually-agreed and appropriate changes and/or modifications; and the CONTRACTOR shall proceed, as soon as is possible, with PROJECT.

G. No issuance of a CONTRACT or amendments to a CONTRACT will occur until the STATE has received proof that the PROJECT has been programmed and is in an approved FSTIP.

5. Enforcement/Remedies for Non-Compliance and/or Breach of Contract. If a CONTRACTOR materially fails to comply with any term of this AGREEMENT, or fails to refund any moneys due STATE, the STATE may take one or more of the following actions:
   A. Disallow or temporarily withhold payments pending correction of the deficiency by the CONTRACTOR.
   B. Wholly or partially suspend or terminate the current award for the CONTRACTOR's PROJECT.
   C. Withhold future awards to the CONTRACTOR.
   D. Withhold or demand a transfer of an amount equal to the amount paid by or owed to STATE from remaining grant balance and/or future apportionments, or any other funds due CONTRACTOR from the Federal Trust Fund or any other sources of funds.
   E. Take any other remedies that may be legally available.

6. Timeliness. Time is of the essence in this AGREEMENT. CONTRACTOR shall return the signed AGREEMENT to the STATE within 90 calendar days after issuance. In the event this AGREEMENT is not signed and returned within 90 days of issuance, the PROJECT identified in Exhibit A of this AGREEMENT may be withdrawn and cancelled at the discretion of the STATE.

7. Amendment. No amendment or alteration of the terms of this AGREEMENT shall be valid unless submitted in writing, signed by the parties and approved as required. This AGREEMENT may be amended in writing, by mutual consent of the parties, on a case-by-case basis where warranted. The request for an Amendment must be made in writing to the Program Manager no less than sixty (60) days before the AGREEMENT's Expiration Date shown in Exhibit A. If an Amendment is issued by STATE, the Amendment shall be signed and returned by the CONTRACTOR prior to the expiration of the AGREEMENT currently in force, but in no instance more than 90 calendar days after issuance of the proposed amendment. If CONTRACTOR does not sign and return the Amendment within the allowed period for execution, the PROJECT may be either withdrawn or cancelled at the discretion of the STATE.

8. No Oral Understanding or Agreement. No oral understanding or agreement not incorporated in this AGREEMENT is binding on any of the parties.

9. Assignment. This AGREEMENT is not assignable by the CONTRACTOR, either in whole or in part, without the consent of the STATE in the form of a formal written amendment.

10. Independent Contractor. The CONTRACTOR, and the agents and employees of the CONTRACTOR, in the performance

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of this AGREEMENT, shall act in an independent capacity and not as officers or employees or agents of the STATE.

11. Antitrust Claims. By signing this AGREEMENT, the CONTRACTOR hereby certifies that if services or goods covered by this AGREEMENT are obtained by means of a competitive bid, the CONTRACTOR shall comply with the requirements of the California Government Code (GC) Sections set out below.
    A. GC Sections 4550 through 4554 regarding antitrust claims contain the following definitions:
        1. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the STATE or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to BPC Section 16750(c).
        2. GC Section 4550 defines a "public purchasing body" as the STATE or the subdivision or agency making a public purchase.
    B. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 USC Section 15) or under the Cartwright Act (BPC Chapter 2, commencing with Section 16700 of Part 2 of Division 7), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Per GC Section 4552, such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder.
    C. Per GC Section 4553, if an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the awarding body or public purchasing body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the awarding body or public purchasing body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery.
    D. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and either 1) the assignee has not been injured thereby, or 2) the assignee declines to file a court action for the cause of action, per GC Section 4554.

12. Child Support Compliance Act. For any AGREEMENT in excess of $100,000, the CONTRACTOR acknowledges in accordance with PCC Section 7110, that:
    A. The CONTRACTOR recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the California Family Code; and
    B. The CONTRACTOR, to the best of its knowledge, is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

13. Unenforceable Provision. If any provision of this AGREEMENT is unenforceable or held to be unenforceable by a court of competent jurisdiction, then the parties agree that all other provisions of this AGREEMENT have force and effect and shall not be affected thereby.

14. Priority Hiring Considerations. If this AGREEMENT includes services in excess of $200,000, the CONTRACTOR shall give priority consideration in filling vacancies in positions funded by the AGREEMENT to qualified recipients of aid under the California Welfare and Institutions Code Section 11200, in accordance with PCC Section 10353.

15. State Management Plan (SMP). The STATE is designated by the Governor of the State of California to administer the FTA Federal Transit grant programs. The implementation and administration of the FTA programs are outlined in the SMP. Should there be a discrepancy between the SMP and this AGREEMENT, the AGREEMENT shall govern.

16. Annual FTA Certification and Assurances. As requested by the STATE, the CONTRACTOR annually must complete and submit to the STATE the Annual Certifications and Assurances for Federal Transit Administration Assistance Programs, the Certifications and Assurances Checklist, and the Signature Page as published by the FTA.

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17. Buy America. The CONTRACTOR shall comply with the Buy America requirements of 49 USC Section 5323(j) and 49 CFR Part 661 for all procurements of steel, iron and manufactured products used in PROJECT. Buy America requirements apply to all purchases, including materials and supplies funded as operating costs, if the purchase exceeds the threshold for small purchases (currently $100,000). Separate requirements for rolling stock are set out at 49 USC Section 5323(j)(2)(c) and 49 CFR Part 661.11.

18. U.S. Flag Requirements.
    A. Shipments by Ocean Vessel. For third-party contracts that may involve equipment, materials, or commodities which may be transported by ocean vessels, the CONTRACTOR and subcontractors must comply with 46 USC Section 55303 and 46 CFR Part 381, "Cargo Preference-U.S. Flag Vessels."
    B. Shipments by Air Carrier. For third-party contracts that may involve shipments of federally assisted property by air carrier, the CONTRACTOR and subcontractors must comply with the 49 USC Section 40118, which may be cited as the "Fly America Act," "Use of United States Flag Air Carriers," and 41 CFR Parts 301-10.131 through 301-10.143.
    C. Project Travel. In accordance with 49 USC Section 40118 and 41 CFR Part 301-10, the CONTRACTOR and all subcontractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation, to the extent such service is available or applicable.

19. Accounting Records. The CONTRACTOR shall establish and maintain separate accounting records and reporting procedures for the fiscal activities of the PROJECT. The CONTRACTOR's accounting system shall conform to generally accepted accounting principles (GAAP) and uniform standards that may be established by STATE. All records shall provide a breakdown of total costs charged to the PROJECT including properly-executed payrolls, time records, invoices and vouchers.

20. Vehicle Operator Licensing. The CONTRACTOR is required to comply with all applicable requirements of the Federal Motor Carrier Safety Administration (FMCSA) regulations and the California Vehicle Code including, but not limited to, the requirement that all vehicle operators have a valid State of California driver's license, including any special operator license that may be necessary for the type of vehicle operated.

21. Audit Requirements. The CONTRACTOR shall be responsible for meeting the audit requirements of Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 1201. The required audit reports shall be submitted to the State Controller with a copy to STATE in conformance with the compliance guidelines issued by the California Department of Finance. The cost of audits made in accordance with the provisions of 2 CFR Part 200 is an allowable charge to this PROJECT.

22. Record Keeping. The CONTRACTOR and all subcontractors shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of this AGREEMENT. All parties shall make such materials available at their respective offices at all reasonable times during the performance period and for three (3) years from the date of final payment under this AGREEMENT and any subcontract or subaward as a result of this AGREEMENT.

23. Examination of Records. The STATE, the Caltrans' Independent Office of Audits and Investigations, the State Auditor General, and any duly authorized representative of the Federal government shall have access to any books, records, and documents of the CONTRACTOR and its subcontractors that are pertinent to this AGREEMENT for audits, examinations, excerpts, and transactions. Copies thereof shall be furnished by CONTRACTOR upon request. Where any information required of a CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, the CONTRACTOR shall so certify to the STATE or the FTA, as appropriate, and shall set forth what efforts it has made to obtain the information. The CONTRACTOR shall include a clause to this effect in every subcontract entered into relative to the PROJECT.

24. Examination of Accounting. The CONTRACTOR's accounting system and billing procedures are subject to audit by the STATE prior to contract award, and accounting records pertaining to work performed and costs billed to the STATE are subject to audit for a period of three (3) years from the date of final payment under this AGREEMENT. If the CONTRACTOR fails to retain records such as employee time cards, payroll records, travel records, equipment time and cost records, billings from subcontractors, material and equipment suppliers' records that are sufficient to permit audit

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verification of the validity of costs charged to the STATE, the CONTRACTOR will be liable for reimbursement to the STATE of all unsubstantiated billings.

25. Reporting Forms. The CONTRACTOR shall furnish the STATE with any additional reports or data that may be required by FTA or other federal agencies. Such information will be submitted on forms provided by the STATE.

26. Debarment and Suspension. The CONTRACTOR agrees as follows:
    A. The CONTRACTOR agrees to comply with the requirements of Executive Order Nos. 12549 and 12689, "Debarment and Suspension," 31 USC Section 6101 note; and U.S. DOT regulations on Debarment and Suspension and 49 CFR Part 29.
    B. Unless otherwise permitted by FTA, the CONTRACTOR agrees to refrain from awarding any third-party contract of any amount to or entering into any sub-agreement of any amount with a party identified in the "U.S. General Services Administration's (U.S. GSA) System for Award Management (https://www.sam.gov) List of Parties Excluded from Federal procurement or Non-Procurement Program," implementing Executive Order Nos. 12549 and 12689, "Debarment and Suspension" and 49 CFR Part 29. The list also includes the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible for contract award under statutory or regulatory authority other than Executive Order Nos. 12549 and 12689.
    C. In accordance with 2 CFR Part 1200 and OMB, "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR Part 180, the CONTRACTOR agrees to obtain a debarment and suspension certification from each prospective subrecipient, third-party contractor or subcontractor containing information about the debarment and suspension status and other specific information of that contractor and its principals before award of a third-party contract or subcontract at any tier of $25,000 or more.

27. Compliance with Federal Statutes. During the performance of this AGREEMENT, the CONTRACTOR, its assignees and successors in interest, agree to comply with all Federal statutes and regulations applicable to grantee recipients under 49 USC Chapter 53, including, but not limited to the following:
    A. Nondiscrimination. In accordance with Title VI of the Civil Rights Act, as amended, 42 USC Subsection 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 USC Subsection 6102, Section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C Subsection 12132, and federal transit law at 49 USC Section 5332, the CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment because of race, color, national origin, religion, sex, age or disability. In addition, the CONTRACTOR agrees to comply with applicable Federal implementing regulations FTA may issue.
    B. Equal Employment Opportunity (EEO). The following equal employment opportunity requirements apply to the underlying contract.
        1. Race, Color, Creed, National Origin, Religion, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 USC Subsection 2000e, and federal transit laws at 49 USC Section 5332, the CONTRACTOR agrees to comply with all applicable EEO requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR Part 60 et seq., (which implement Executive Order 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 USC Subsection 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the PROJECT. The CONTRACTOR agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, or sex. 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 selection for training, including apprenticeship. In addition, the CONTRACTOR agrees to comply with any implementing requirements FTA may issue.
        2. Age. In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 USC Section 623 and federal transit law at 49 USC Section 5332, the CONTRACTOR agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the CONTRACTOR agrees to comply with any implementing requirements FTA may issue.
        3. Disability. In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 USC Section

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12112, the CONTRACTOR agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the American with Disabilities Act," 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, the CONTRACTOR agrees to comply with any implementing requirements FTA may issue.

C. The CONTRACTOR agrees to include the foregoing requirements in each solicitation for subcontract financed in whole or in part with Federal assistance provided by FTA and agrees to notify the subcontractor of their obligations under this AGREEMENT and the Regulations relative to Civil Rights.

D. In accordance with 49 CFR Part 21 and as described in the Title VI Circular, as it may be updated or amended, and the California Department of Transportation Title VI Program Plan, the CONTRACTOR shall comply with and ensure that each third-party contractor at any tier of the PROJECT also complies with the following reporting requirements:
   1. Prepare and submit a Title VI Program.
   2. Establish and maintain a Title VI complaint procedures.
   3. Record Title VI investigations, complaints, and lawsuits.
   4. Provide meaningful access to Limited English Proficient Persons.
   5. Notify beneficiaries of protection under Title VI.
   6. Provide additional information upon request.
   7. Provide an Annual Title VI Certification and Assurance.
   8. Guidance on conducting an Analysis of Construction projects.
   9. Guidance on promoting Inclusive Public Participation.
   10. Report minority representation on transit related Planning and Advisory Bodies.

E. The following requirements only apply to those providers of public transportation that operate both fixed-route service and demand-response service. The following requirements do not apply to those providers of public transportation that only operate demand-response service. (Demand response includes general public paratransit, Americans with Disabilities Act complementary paratransit, and non-profit organizations participating in the 5310 Program and serving only their own clientele, which may be referred to as closed-door service.) The CONTRACTOR shall comply with the following requirements and ensure the compliance of each third-party contractor at any tier of the PROJECT.
   1. Service standards
      a. Vehicle load for each mode
      b. Vehicle headway for each mode
      c. On-time performance for each mode
      d. Service available for each mode
   2. Service policies
      a. Transit Amenities for each mode
      b. Vehicle Assignment for each mode

F. Every three years, on a date determined by the STATE, the CONTRACTOR shall submit the following information to the STATE as part of their Title VI Program per Chapter III of the Title VI Circular:
   1. Title VI Notice to the Public, including a list of locations where the notice is posted.
   2. Title VI Complaint Procedures instructing the public how to file a Title VI discrimination complaint.
   3. Title VI Complaint Form used by the CONTRACTOR.
   4. List of transit-related Title VI investigations, complaints, and lawsuits against the CONTRACTOR.
   5. Public Participation Plan, including information about outreach methods to engage minority and limited English proficient (LEP) populations, as well as a summary of outreach efforts made by the CONTRACTOR since its last Title VI submission.
   6. Language Assistance Plan for providing language assistance to its LEP population as required by the Title VI Circular and USDOT LEP Guidance.
   7. A table depicting the membership of non-elected committees and councils, the membership of which is selected by the recipient, broken down by race, and a description of the process the agency uses to encourage the participation of minorities on such committees.
   8. A Title VI equity analysis if the recipient has constructed a facility, such as a vehicle storage facility, maintenance facility, operation center, etc.
   9. A copy of board meeting minutes, resolution, or other appropriate documentation showing the board of

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directors or appropriate governing entity or official(s) responsible for policy decisions, reviewing and approving the Title VI Program.

10. Additional information as specified in Chapters IV, V, and VI of the Title VI Circular depending on whether the CONTRACTOR is a transit provider, nonprofit or public agency.

G. Sanctions for Noncompliance. In the event of the CONTRACTOR's noncompliance with any provision of Civil Rights requirement in this AGREEMENT, the STATE shall impose such contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to the following.
   1. Withholding of payments to the CONTRACTOR under the AGREEMENT.
   2. Assessing of sanctions
   3. Assessing of liquidated damages.
   4. Disqualifying CONTRACTOR from future bidding as non-responsible.

H. Incorporation of Provisions. The CONTRACTOR shall include the provisions of the foregoing Sections A through E and Section G in every subcontract, including procurements of materials and leases of equipment, unless exempt by the regulations or directives issued pursuant thereto. The CONTRACTOR shall take such action with respect to any subcontractor or procurement as the STATE or the FTA may direct as a means of enforcing such provisions including sanctions for noncompliance. In the event a CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the CONTRACTOR may request the STATE to enter into such litigation to protect the interest of the STATE. In addition, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

28. Disadvantaged Business Enterprise (DBE). The CONTRACTOR agrees to the following:
   A. Comply with 49 CFR Part 26 "Participation by Disadvantaged Enterprises in Department of Transportation Financial Assistance Programs," and cooperate with the STATE with regard to utilization of DBEs, using best efforts to ensure that DBEs shall have a level playing field when competing for subcontracted work under this AGREEMENT.
   B. Prior to beginning PROJECT work, the CONTRACTOR shall complete and sign a DBE Implementation Agreement form to be provided by the STATE. The completed DBE Implementation Agreement must be returned to the STATE no later than the date that this AGREEMENT is executed. A DBE Implementation Agreement must be completed annually.
   C. Report twice annually on DBE participation in CONTRACTOR's contracting opportunities, commitments, awards, and actual payments.
   D. In accordance with 49 CFR Part 26.53(f)(1)(i), the CONTRACTOR shall not terminate a DBE subcontractor without the prior written approval of the substitute DBE from the STATE by either the Resident Engineer (RE), the Contract Manager, or the Caltrans DBE Liaison Officer (DEBELO). A CONTRACTOR that terminates a DBE subcontractor must make a good faith effort to find a replacement DBE subcontractor to perform at least the same amount of work under the contract to meet the contract goal established for the work. The good faith effort shall be documented and submitted to the STATE within a reasonable time after obtaining approval by the STATE to terminate an existing DBE as required by 49 CFR Part 26.53(g). Failure to obtain written consent from the STATE prior to terminating a DBE subcontractor shall be a material breach of this contract.
   E. CONTRACTOR shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any federally-assisted contract or in the administration of its DBE program. The CONTRACTOR's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this AGREEMENT. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this AGREEMENT. Upon notification to the recipient of its failure to carry out its approved program, the STATE may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC Section 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 USC Section 3801 et seq.).
   F. The CONTRACTOR and its subcontractors shall make available, upon request of the STATE, a copy of all DBE subcontracts. The CONTRACTOR must ensure its third-party contractors and subcontractors also comply with these requirements.
   G. The "Federal Transit Administration Disadvantaged Business Enterprise Program Plan 2019" prepared by Caltrans applies to this AGREEMENT.

29. Section 504 and Americans with Disabilities Act Program Requirements (ADA). The CONTRACTOR will comply with 49

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CFR Parts 27, 37 and 38, which implement the ADA and Section 504 of the Rehabilitation Act of 1973 (29 USC Section 794), as amended. The CONTRACTOR must ensure its third-party contractors operating public transportation service comply with these requirements.

30. Special Section 5333(b) Warranty for 5311, 5311(f), CMAQ, and 5339 Programs. When the PROJECT includes the acquisition, improvement, or operation of public transportation, the CONTRACTOR shall comply with applicable transit employee protective requirements as specified by 49 USC Section 5333(b) (formerly Section 13(c) of the Urban Mass Transportation Act) as executed by the Secretary of Labor and the Secretary of Transportation. When applicable, those terms and conditions are described in Exhibit A of this AGREEMENT. The CONTRACTOR agrees to include any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by the FTA.

31. Contract Work Hours and Safety Standards. The CONTRACTOR agrees to comply with the following requirement for Construction contracts and, if applicable, non-construction project contracts that employ laborers or mechanics on a public work.
    A. The CONTRACTOR shall comply with Section 107 of the Contract Work Hours and Safety Standards Act, 40 USC Section 3704 and 29 CFR Part 1926, "Safety and Health Regulations for Construction." The CONTRACTOR and its subcontractors must ensure safety at construction sites so that no laborer or mechanic shall be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous.
    B. No CONTRACTOR or subcontractor contracting for any part of the work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at the rate of not less than one and one-half times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek.

32. Public Lands. The CONTRACTOR agrees to refrain from using in its PROJECT any publicly owned land from a park, recreation area, or wildlife or waterfowl refuge of National, State, or local significance as determined by the Federal, State, or local officials having jurisdiction thereof, and also refrain from using in its PROJECT any land from a historic site of National, State, or local significance unless the Federal Government makes the specific findings as required by 49 USC Section 303.

33. Energy Conservation. The CONTRACTOR agrees to comply with the mandatory energy efficiency standards and policies within the applicable State energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 USC Section 6321 et seq.

34. Receipt of Commission. The CONTRACTOR warrants that it has not paid, and agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for any funds obtained as a consequence of this AGREEMENT.

35. Conflict of Interest.
    A. In accordance with 41 USC Section 22, no member of or delegate to the Congress of the United States shall be admitted to any share or part of this AGREEMENT or to any benefit arising therefrom.
    B. The CONTRACTOR certifies that its employees and the officers of its governing body shall avoid any actual or potential conflicts of interest, and that no officer or employee who exercises any functions or responsibilities in connection with this AGREEMENT shall have any personal financial interest or benefit which either directly or indirectly arises from this AGREEMENT.
    C. The CONTRACTOR shall establish safeguards to prohibit its employees or its officers from using their positions for a purpose which could result in private gain or which gives the appearance of being motivated for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
    D. The CONTRACTOR will not be awarded a contract if the financial interests are held by a current officer or employee of the STATE. Additionally, a contract will not be awarded to an officer or employee of the STATE to provide goods and service. Likewise, the CONTRACTOR's officials and employees shall also avoid actions that result in or create the appearance of:

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1. Using an official position for private gain;
2. Giving preferential treatment to any particular person;
3. Losing independence or impartiality; and/or
4. Adversely affecting the confidence of the public or local officials in the integrity of the program.

E. Former State employees will not be awarded a contract for two (2) years from the date of separation if that employee had any part of the decision-making process relevant to the AGREEMENT, or for one (1) year from the date of separation if that employee was in a policy-making position in the same general subject area as the proposed contract at any time during the 12-month period prior to that employee's separation from State service.

F. Neither the CONTRACTOR nor any of its employees, suppliers or subcontractors shall enter into any contract, subcontract, or arrangement in connection with the PROJECT or any property included or planned to be included in the PROJECT, in which any member, officer, or employee of the CONTRACTOR or its subcontractors, during the PROJECT term and for one year thereafter, has any direct or indirect conflict of interest. If any such present or former member, officer, or employee involuntarily acquires or had acquired prior to the beginning of the PROJECT term any such interest, and if such interest is immediately disclosed to the CONTRACTOR and such disclosure is entered upon the minutes of the CONTRACTOR's written report to the STATE of such interest, the STATE may waive the conflict of interest, provided that the officer or employee shall not participate in any action by the CONTRACTOR or the locality relating to such contract, subcontract, or arrangement.

G. The CONTRACTOR shall insert in all contracts entered into in connection with the PROJECT or with any property included or planned to be included in any PROJECT, and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer, or employee of the CONTRACTOR or of the locality during the PROJECT term or for one year thereafter shall have any interest, direct or indirect, in this AGREEMENT or the proceeds thereof."

H. The provisions of this subsection shall not be applicable to any agreement between the CONTRACTOR and its fiscal depositories or to any agreement for utility services, whose rates are fixed or controlled by a governmental agency.

36. Lobbying.

A. If the CONTRACTOR's PROJECT exceeds $100,000, the CONTRACTOR agrees that it will not use federal assistance funds to support lobbying, in accordance with 31 USC Section 1352 and 49 CFR Part 20, "New Restrictions on Lobbying". FTA will not make any federal assistance available to the CONTRACTOR until the STATE has received the CONTRACTOR's certification that the CONTRACTOR has not and will not use federally-appropriated funds to pay any person or organization to influence or attempt to influence an officer or employee of any federal 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 grant, cooperative agreement or other federal award from which funding for the PROJECT is originally derived.

B. If any funds other than federally-appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal 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," to the STATE.

C. The CONTRACTOR shall require that the following certification language be included in the award documents for all subawards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) which exceed $100,000 and that all subrecipients shall certify and disclose accordingly.

"This certification is a material representation of facts upon which reliance was placed when this AGREEMENT was made or entered into. Submission of this certification is a prerequisite for making or entering into this AGREEMENT imposed by 31 USC Section 1352. 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."

37. Program Fraud and False or Fraudulent Statements or Related Acts.

A. The CONTRACTOR acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC Section 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this PROJECT. Upon execution of an underlying agreement, the CONTRACTOR certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to

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be made pertaining to that underlying agreement or the FTA-assisted PROJECT for which this contracted work is being performed. In addition to other penalties that may be applicable, the CONTRACTOR further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the CONTRACTOR to the extent the Federal Government deems appropriate.

B. The CONTRACTOR also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a PROJECT that is financed, in whole or in part, with federal assistance originally awarded by FTA under the authority of 49 USC Section 5307, the Federal Government reserves the right to impose the penalties of 18 USC Section 1001 and 49 USC Section 5307(n)(1) on the CONTRACTOR, to the extent the Federal Government deems appropriate.

C. The CONTRACTOR agrees to include the above two clauses in each subcontract, whether partly or wholly financed with federal assistance provided by FTA. It is further agreed that these clauses shall not be modified, except to identify the subcontractor who is subject to the provisions.

38. Drug-Free Workplace. The CONTRACTOR certifies by signing this AGREEMENT that it will provide a drug-free workplace, and shall establish policy prohibiting activities involving controlled substances in compliance with GC 8355 et seq. The CONTRACTOR is required to include the language of this certification in award documents for all sub-awards at all tiers (including subcontracts, contracts under grants, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. To the extent the CONTRACTOR, any third-party contractor at any tier, any subrecipient at any tier, or their employees, perform a safety-sensitive function under the PROJECT, the CONTRACTOR agrees to comply with, and assure the compliance of each affected third-party contractor at any tier, each affected subrecipient at any tier, and their employees with 49 USC 5331, and FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug use in Transit Operations," 49 CFR Part 655.

39. Charter Service Operations. The CONTRACTOR agrees to comply with 49 USC 5323(d) and 49 CFR Part 604, which provide that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions listed at 49 CFR Part 604 Subpart B. Any charter service provided under one of the exceptions must be incidental, meaning it must not interfere with or detract from the provision of mass transportation. The CONTRACTOR assures and certifies that the revenues generated by its incidental charter bus operations (if any) are, and shall remain, equal to or greater than the cost (including depreciation on Federally-assisted equipment) of providing the service. The CONTRACTOR understands that the requirements of 49 CFR Part 604 will apply to any charter service provided, the definitions in 49 CFR Part 604 apply to this AGREEMENT, and any violation of this AGREEMENT may require corrective measures and the imposition of penalties, including debarment from the receipt of further Federal assistance for transportation.

40. School Bus Operations. Pursuant to 49 USC Section 5323(f) and 49 CFR Part 605, the CONTRACTOR agrees that it and all its subcontractors will:
    A. Engage in school transportation operations in competition with private school transportation operators only to the extent permitted by an exception provided by 49 USC Section 5323(f) and implementing regulations, and
    B. Comply with requirements of 49 CFR Part 605 before providing any school transportation using equipment or facilities acquired with federal assistance awarded by FTA. The CONTRACTOR understands that the requirements of 49 CFR Part 605 will apply to any school transportation it provides, that the definitions of 49 CFR Part 605 apply to any school transportation agreement, and a violation of this AGREEMENT may require corrective measures and the imposition of penalties, including debarment from the receipt of further Federal assistance for transportation.

41. Use of $1 Coins. As applicable, and to comply with Section 104 of the Presidential $1 Coin Act of 2006, 31 USC Section 5112(p), the CONTRACTOR must ensure that FTA assisted property that requires the use of coins or currency in public transportation service or supporting service be fully capable of accepting and dispensing $1 coins.

42. Protection of Animals. The CONTRACTOR must ensure that all third-party contractors providing services involving the use of animals must comply with the Animal Welfare Act, 7 USC Section 2131 et seq. and Department of Agriculture regulations, "Animal Welfare", 9 CFR Subchapter A, Parts 1,2,3, and 4.

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43. Termination Clauses.
    A. Termination for Convenience. When it is in the STATE's best interest, the STATE reserves the right to terminate this AGREEMENT, in whole or in part, at any time by providing a ten (10) day written notice to the CONTRACTOR. The CONTRACTOR shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The CONTRACTOR shall promptly submit its termination claim to the STATE. If the CONTRACTOR has any property in its possession belonging to the STATE, the CONTRACTOR will account for the same, and dispose of it in the manner the STATE directs.
    B. Termination for Default.
        1. In the case of a default or a material breach of this contract, the STATE may exercise any or all of the remedies enumerated in Article II Section 5 or Article II Section 56 Subsection B Paragraph 1, as applicable.
        2. The STATE may terminate this AGREEMENT upon a finding that the CONTRACTOR has not made satisfactory progress toward procuring the PROJECT equipment, services, salary and wages, as appropriate, within twelve (12) months of execution of this AGREEMENT, has not billed within twelve (12) months of execution of this AGREEMENT, or that the CONTRACTOR is otherwise not complying with the terms of this AGREEMENT. Termination shall be by written notice specifying the reason for termination and giving the CONTRACTOR thirty (30) days to correct the default. The STATE shall be the sole judge as to whether the CONTRACTOR's corrective measures are adequate. If the CONTRACTOR fails to remedy the breach or default or any of the terms, covenants, or conditions of this AGREEMENT to the STATE's satisfaction, the STATE shall have the right to terminate the AGREEMENT without any further obligation to the CONTRACTOR. Any such termination for default shall not preclude the STATE from also pursuing all available remedies against the CONTRACTOR.
        3. The STATE may terminate this contract upon finding that the CONTRACTOR is not operating the PROJECT equipment in accordance with the PROJECT description in Exhibit A of this AGREEMENT, or that the CONTRACTOR is otherwise not complying with the terms of this contract. Termination shall be by written notice specifying the reason for termination and giving the CONTRACTOR thirty (30) days to correct the default. The STATE shall be the sole judge as to whether the CONTRACTOR's corrective measures are adequate. If the CONTRACTOR fails to remedy to the STATE's satisfaction the breach or default of any of the terms, covenants, or conditions of this contract, the STATE shall have the right to terminate the contract without any further obligation to the CONTRACTOR. Any such termination for default shall not preclude the STATE from pursuing all available remedies against CONTRACTOR and its sureties for said breach or default. If this AGREEMENT is subject to termination for default, the STATE reserves the right to seize vehicles or equipment procured under this AGREEMENT.
        4. CONTRACTOR shall remit to the STATE the proportional amount of current market value that exceeds $5,000 per unit at the time of disposition of PROJECT equipment, which shall be based on the Federal Share percentage of funds paid by CONTRACTOR under this AGREEMENT. Fair market value shall be deemed to be the value of the PROJECT equipment as determined by a competent appraisal at the time the equipment is withdrawn from use.
        5. CONTRACTOR shall return the equipment to the STATE in the same condition as when received by the CONTRACTOR, except for reasonable wear and tear resulting from its use. The parties shall thereupon determine the amount of compensation, if any, to be paid by the CONTRACTOR to the STATE in order to avoid any State liability to FTA or to others.
    C. Period of Performance Extension. If it is later determined by the STATE that the CONTRACTOR had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the CONTRACTOR, and after determining a new delivery of performance schedule, the STATE may allow the CONTRACTOR to continue work or treat the termination as a termination for convenience.
    D. Mutual Termination. The PROJECT may also be terminated if the STATE and the CONTRACTOR agree that its continuation would not produce beneficial results commensurate with the further expenditure of funds or if there are inadequate funds to operate the PROJECT equipment or otherwise complete the PROJECT.

44. Disputes. The STATE and the CONTRACTOR shall deal in good faith and attempt to resolve potential disputes arising under this AGREEMENT informally. If the dispute persists, the CONTRACTOR shall submit a written demand for a decision regarding the dispute to the STATE's authorized representative for this AGREEMENT or his or her designee. The STATE's authorized representative shall make a written decision regarding the dispute and will provide it to the CONTRACTOR. The CONTRACTOR shall have an opportunity to challenge the STATE's authorized representative's

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determination but must make that challenge in writing within ten (10) working days to the STATE's Chief, Office of Federal Transit Grants or his/her designee. If the CONTRACTOR challenge is not made within the ten (10) day period, the STATE's authorized representative's original written decision shall become the final decision of the STATE. The STATE and the CONTRACTOR shall submit written, factual information and supporting data in support of their respective positions. The decision of the STATE's Chief, Office of Federal Transit Grants or his/her designee shall be final, conclusive and binding regarding the dispute, unless the CONTRACTOR commences an action in court of competent jurisdiction to contest the decision in accordance with Division 3.6 of the California Government Code.

45. Procurement.
   A. Exclusionary or Discriminatory Specifications. Apart from inconsistent requirements imposed by Federal statue or regulations, the CONTRACTOR agrees that it will comply with the requirements of 49 USC Section 5323(h)(2) by refraining from using any Federal assistance funds awarded by the STATE on behalf of the FTA to support procurements using exclusionary or discriminatory specifications.
   B. For all procurements of commodities, property, supplies, equipment or services under an FTA assisted grant, the CONTRACTOR shall provide full and open competition and comply with the procurement requirements set forth in 49 USC Section 5325(a), applicable third-party procurement requirements of 49 USC Chapter 53, 49 USC Section 5325(b) to award a third-party contracting using a competitive procurement process, and other procurement requirements of Federal laws in effect now or as amended to the extent applicable. The CONTRACTOR shall prepare a bid or proposal package, including equipment and material specifications or a scope of work.
   C. Purchases over the federal micro-purchase threshold, or similar local threshold, which result in a third-party contract without an ongoing period of performance, shall be procured through a purchase order. Purchase orders shall contain all applicable federal third-party contract clauses. Upon request for reimbursement, the CONTRACTOR shall submit a copy of the purchase order to the STATE.
   D. The CONTRACTOR agrees that it may not use FTA assistance to support its procurements unless there is satisfactory compliance with federal laws and regulations. In accordance with applicable USDOT third-party procurement regulations at 2 CFR Part 1201 and the provisions of the Third-Party Contracting Circular, the following provisions apply to all procurements:
      1. To state clearly that the final contract award to any bidder or proposer requires prior written approval by the STATE and that procurement solicitations are consistent with the PROJECT description identified in Exhibit A.
      2. To comply with applicable Federal laws and regulations including, but not limited to, Federal transit laws at 49 USC Chapter 53, FTA regulations, and other Federal laws and regulations that contain requirements applicable to FTA recipients and their FTA assisted procurements. Also, to include all required Federal procurement provisions in each subcontract financed in whole or in part with Federal assistance provided by FTA.
      3. For all contracts and subcontracts financed with Federal assistance, to comply with cargo preference requirements of 46 USC Section 1241 and 46 CFR Part 381 when contracts involve equipment, materials, or commodities which may be transported by ocean vessels.
      4. In accordance with 49 USC Section 5325(e)(1), in the procurement of rolling stock, may not enter into a multi-year contract to purchase additional rolling stock and replacement parts with options exceeding five (5) years after the date of the original contract.
      5. To comply with 49 USC Section 5325(f), agrees that any third-party contract award it makes for rolling stock will be based on initial capital costs, or on performance, standardization, life cycle costs, and other factors, or on a competitive procurement process.
      6. To comply with the requirements of 49 USC Section 5323(m) and FTA regulations, "Pre-Award and Post-Delivery Audits of Rolling Stock Purchases," 49 CFR Part 663, and any revision thereto.
      7. To comply with the requirements of 49 USC Section 5318(c) and (e) and FTA regulations, "Bus Testing", 49 CFR Part 665, including the certification that before expending any Federal assistance to acquire the first bus of any new bus model or any bus model with a new major change in configuration or components or before authorizing final acceptance of that bus, that model of bus will have been tested at the Altoona Bus Research and Testing Center. The CONTRACTOR must obtain the final testing report and provide a copy of the report to the STATE.
      8. To require each bidder to certify that it has complied with 49 CFR Part 26, which requires each transit vehicle manufacturer to submit a certification that it has complied with FTA's DBE requirements.
      9. In subcontracts exceeding $100,000, to comply with all applicable standards, orders, or regulations issued

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pursuant to the Clean Air Act, as amended, 42 USC Section 7401 et seq. and federal Clean Water Act, as amended, 33 USC Section 1251 et seq. CONTRACTOR agrees to report and require each third-party contractor or subcontractor at any tier of the PROJECT to report any violation of these requirements resulting from any PROJECT implementation activity of a third-party contractor, subcontractor, or itself to FTA and the appropriate U.S. EPA Regional Office.

10. To comply with the mandatory energy standards and policies of the STATE's energy conservation plans under the Energy Policy and Conservation Act, as amended, 42 USC Section 6201 et seq., and perform an energy assessment for any building constructed, reconstructed or modified with federal assistance.
11. To comply with mandatory standards and policies relating to energy efficiency, which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act of 1975 (Public Law 94–163, 89 Statute 871, enacted December 22, 1975).
12. To the extent applicable, agrees to conform to the National Intelligent Transportation System (ITS) Architecture and Standards as required by 23 USC Section 517(d), 23 USC Section 512, including any notes thereto, and 23 CFR Parts 655 and 940, and follow the provisions of the FTA Notice, "FTA National ITS Architecture Policy on Transit projects," 66 Fed. Reg. 1455 et seq., and any other implementing directives FTA may issue at a later date, except to the extent the FTA determines otherwise in writing. Third-party contracts involving ITS must comply with Federal requirements.
13. In accordance with 40 CFR Part 85, "Control of Air Pollution from Mobile Sources," 40 CFR Part 86, "Control of Air Pollution from New and In-Use Motor Vehicles and New and In-Use Motor Vehicle Engines," and 40 CFR Part 600, "Fuel Economy of Motor Vehicles, the CONTRACTOR must include provisions in all third-party contract for procurement of rolling stock to ensure compliance with applicable Federal air pollution control and fuel economy regulations.
14. For PROJECTs designated as experimental, development, or research work, the CONTRACTOR must comply with patent and rights in data requirements in accordance with 37 CFR Part 401. The STATE and Federal government reserve a royalty-free, non-exclusive, and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes and reserves the right to grant authority to others. The CONTRACTOR also agrees to include these requirements in each subcontract funded under the PROJECT.
15. CONTRACTOR shall refer to FTA "Best Practices Procurement Manual" for additional procurement guidance on procurement processes and any omissions applicable to the PROJECT. The CONTRACTOR's failure to comply with all mandates shall constitute a material breach of this AGREEMENT.
16. CONTRACTOR must comply with 2 CFR Part 225 or 2 CFR Part 230, as applicable, in determining whether PROJECT costs are allowable or unallowable. Where applicable, CONTRACTOR must comply with cost principles of FAR Chapter 1 Subpart 31.2.
17. CONTRACTOR must have written protest procedures describing its pre-bid/pre-proposal, post proposal, and post-award procedures. CONTRACTOR shall disclose the CONTRACTOR's protest procedures and the STATE's appeal process to all bidders. All CONTRACTOR's protest decisions must be dated and in writing. A protester must exhaust all administrative remedies with the CONTRACTOR before pursuing an appeal with the STATE. An appeal to the STATE must be filed no more than ten (10) calendar days from the date of the CONTRACTOR's protest decision, as evidenced by postmarked date. Reviews of protests by the STATE will be limited to:
    a. CONTRACTOR's failure to have or follow its own protest procedures.
    b. CONTRACTOR's failure to review a complaint or protest.
    c. Violations of federal or state law or regulation.
18. Construction or Facility Improvement Contracts, including those issued to Third-Parties.
    a. Davis-Bacon Act (contracts over $2,000.00). In accordance with 49 USC Section 5333(a) and the implementing regulations of 29 CFR Part 5, the CONTRACTOR shall comply with the employee protection requirements of the Davis-Bacon Act for construction activities exceeding $2,000 performed in connection with the PROJECT. The Davis-Bacon Act applies to contracts in excess of $2,000 for construction, alteration, or repair of public buildings or public works and requires the inclusion of a clause that no laborer or mechanic employed directly upon the site of the work shall receive less than the prevailing wage rates as determined by the U.S. Secretary of Labor.
    b. Bonding. For contracts or subagreements exceeding $100,000, the following bonding requirements must be included.

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i. Bid guarantee from each CONTRACTOR equivalent to five percent (5%) of the bid price
ii. Performance bond on the part of the CONTRACTOR for 100 percent (100%) of the contract price
iii. Payment bond in the amount of either fifty percent (50%) of the contract price if the contract price is not more than $1 million dollars, or forty percent (40%) of the contract price if the contract price is more than $1 million dollars

c. Copeland Anti-Kickback Act. For contracts or subagreements exceeding $100,000 and in accordance with 18 USC Section 874 Copeland "Anti-Kickback" Act, 29 CFR Part 3 "Contractors and subcontractors on Public Building or Public Work Financed in part by Loans or Grants from the United States," the CONTRACTOR and subcontractor are prohibited from requiring, by any means, any employee, to give up any part of his or her compensation to which he or she is otherwise entitled.

19. Seismic Safety. The CONTRACTOR agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify compliance to the extent required by the regulation. The CONTRACTOR also agrees to ensure that all work performed under this contract, including work performed under a subagreement, is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the PROJECT.
20. Recycled Products. The CONTRACTOR agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 USC 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

46. Bid or Proposal and Third-Party Contract Award. All procurement documents including, but not limited to, oral or written quotations, purchase orders, bid or proposal solicitation documents, CONTRACTOR's proposed third-party vendor selection documents, third-party contract modification or amendment documents, request for non-competitive bid, and use of assigned options (i.e. piggybacking) must be reviewed and approved by the STATE prior to the award of the third-party contract. No third-party contract awards of any type shall be made without prior written approval from the STATE. No third-party contract modifications of any type shall be made without prior written approval from the STATE. No exercise of optional periods of performance (Option Years) shall be made without prior written approval from the STATE. The CONTRACTOR, or procurement agent acting on its behalf, shall prepare the bid or proposal documents, solicit and receive competitive bids or proposals, evaluate the bids or proposals received, and select the lowest price compliant bid for award.
    A. The CONTRACTOR, or procurement agent acting on CONTRACTOR's behalf, shall forward to the STATE, at least twenty (20) business days prior to the release of the bid solicitation, a copy of the bid solicitation document, proposed third-party contract, independent cost estimate, and bidders list.
    B. At least twenty (20) business days prior to contract award, the CONTRACTOR, or procurement agent acting on CONTRACTOR's behalf, shall forward to the STATE a copy of the proposed third-party contract, verification of the incorporation of FTA-required third-party contract clauses, proof that the bid or proposal was publicly advertised, list of all bids, proposals, or price quotations received, a copy of the selected bid or proposal, copy of the bids or proposals where prices were lower than the selected vendor's, an explanation of the basis for selecting the selected vendor and for rejecting lower bids, if any. In the case of a single bid, sole source, or negotiated price contract, this explanation shall include a statement by the CONTRACTOR that the price is fair and reasonable and that the basis for that determination is consistent with guidance in the Third-Party Contracting Circular.
    C. At least twenty (20) business days prior to third-party contract modification or amendment implementation, the CONTRACTOR, or procurement agent acting on CONTRACTOR's behalf, shall forward to the STATE a copy of the proposed modification or amendment.
    D. All third-party contracts, subcontracts and contract modifications, and exercising of Option Years funded under the PROJECT shall include essential elements including, but not restricted to, parties, price or rate of compensation, scope of work, contract timeline, contract termination and other legal considerations.
    E. CONTRACTOR shall perform a cost or price analysis in connection with every procurement action funded under the PROJECT, including contract modifications and exercise of Option Years. Before receiving bids or proposals, CONTRACTOR must make independent cost estimates to determine price reasonableness.

47. FTA Regulations, Policies, Procedures and Directives. The CONTRACTOR shall at all times comply with all applicable FTA

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regulations, policies, procedures and directive, including, without limitation, those listed directly or by reference in the USDOT FTA Master Agreement between the STATE and FTA, as they may be amended or revised from time to time, during the term of this AGREEMENT. The CONTRACTOR's failure to so comply shall constitute a material breach of this AGREEMENT. In the event any portion, term, condition or provision of this AGREEMENT should be deemed illegal or in conflict with the laws of the State of California or with federal law or otherwise be unenforceable, the remaining portion, terms, conditions or provisions shall not be affected thereby.

48. Incorporation of FTA Terms. The provisions in this AGREEMENT include, in part, certain Standard Terms and Conditions required by the USDOT, whether or not expressly set forth in the AGREEMENT. All contractual provisions required by the USDOT, as set forth in the Third-Party Contracting Circular are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this AGREEMENT. The CONTRACTOR shall not perform any act, fail to perform any act, or refuse to comply with any STATE requests which would cause the STATE to be in violation of these Standard Terms and Conditions.

49. Amendments to Federal, State and Local Laws, Regulations and Directives. The terms of the most recent amendment to any Federal, State, or local laws, regulations, FTA directives, and amendments to the grant or cooperative contract that may be subsequently adopted, are applicable to the PROJECT to the maximum extent feasible, unless FTA provides otherwise in writing.

50. Property Maintenance and Inspection. While the PROJECT is in the possession or control of the CONTRACTOR, the CONTRACTOR shall operate or maintain the PROJECT in accordance with detailed maintenance and inspection schedules provided by the manufacturer, keeping a written log or record of all repairs and maintenance. The STATE and the FTA shall have the right to conduct periodic inspections for the purpose of confirming the existence, condition, and proper maintenance of the PROJECT. No alterations may be made to the PROJECT in its as-received condition without first receiving written approval from the STATE. The CONTRACTOR shall notify the STATE, within ten (10) working days of any loss or damage, including accident, fire, vandalism, theft, to the PROJECT.

51. Useful Life Standard. In accordance with the Award Management Circular and consistent with the SMP, the following Useful Life Standard (ULS) shall determine when PROJECT property will no longer be subject to monitoring and reporting requirements. CONTRACTOR will be released from the monitoring and reporting requirements after the STATE has approved CONTRACTOR's request for disposition of PROJECT property through the STATE's EGM system. While age and mileage are the primary criteria used to determine the useful life of vehicles, this determination is based on the date the vehicle or other equipment was put into active service, not the actual model year of the vehicle. These criteria are subject to review by the 5310, 5311, or 5339 Program Manager, as applicable, if either factor is less than the value shown below.

TYPE OF EQUIPMENT	USEFUL LIFE STANDARD
Minivans	4 years or 100,000 miles
Small, Medium, Large Bus	5 years or 150,000 miles
Larger Bus	7 years or 200,000 miles
Largest Bus (5311/5339 Only)	10 years or 350,000 miles
Computer Equipment	3 years
Asphalt Paving, Parking Lot (5311/5339 Only)	10 years
Bus Shelters (5311/5339 Only)	10 years
Building Structures (5311/5339 Only)	40 years
Bus Lift	15 years
Bus Stop Signs (5311 Only)	5 years
Communication Equipment	3 years
Communication Equipment on Vehicles	Same as ULS associated with Vehicle
Farebox/Ticket Machine	10 years
Surveillance Equipment	3 years

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52. Property Ownership and Relinquishment.
    A. At all times while PROJECT property or equipment is in the possession or control of the CONTRACTOR, the CONTRACTOR shall be the registered owner and the STATE shall be the legal owner (lien holder). Whenever any PROJECT property or equipment is withdrawn from the PROJECT for any reason, the CONTRACTOR shall immediately notify the STATE. The CONTRACTOR shall not transfer ownership of PROJECT property or equipment at any time while this AGREEMENT is in effect. As lien holder, the STATE may take possession of PROJECT property or equipment due to the CONTRACTOR's non-compliance with contract terms or by mutual agreement between the STATE and the CONTRACTOR. The STATE shall retain the original Certificate of Title until such time that disposition of PROJECT property or equipment is released by the STATE to the CONTRACTOR or other appropriate party.
    B. Whenever any PROJECT property or equipment is withdrawn from the service for any reason prior to meeting the ULS, and at the discretion of the STATE, the CONTRACTOR shall be required to do one of the following:
        1. Remit to the STATE, for repayment to the FTA, a proportional amount of the fair market value of the property, which shall be determined on the basis of the ratio of the Federal grant funds paid under this AGREEMENT to the actual purchase cost of the property. Fair market value shall be deemed to be either 1) the unamortized value of the remaining service life per unit based on a straight-line depreciation of the original purchase price or 2) the Federal Share of the sale price.
        2. Relinquish the property to the STATE in the same condition as when received by the CONTRACTOR except for reasonable wear and tear resulting from its use. The parties shall thereupon determine the amount of compensation, if any, to be paid by the CONTRACTOR to the STATE in order to avoid any STATE liability to FTA or to others. Upon subsequent disposal of the property, the STATE shall reimburse the CONTRACTOR for its proportional amount of the property value received or identified by the STATE, if any.
        3. When PROJECT property is lost or damaged by fire, casualty, or natural disaster, the fair market value shall be calculated on the basis of the condition of the property immediately before the fire, casualty, or natural disaster, irrespective of the extent of insurance coverage. Based on the calculation, the proceeds shall be applied to the cost of replacing the damaged or destroyed PROJECT property taken out of service.
        4. If any damage to PROJECT property results from abuse or misuse occurring with the CONTRACTOR's knowledge and consent, the CONTRACTOR agrees to restore the PROJECT property to its original condition or refund the value of the Federal interest in that property to the STATE.

53. Worker's Compensation. The CONTRACTOR hereby warrants that it carries Workers' Compensation Insurance on all of its employees who will be engaged in the performance of this AGREEMENT. If staff provided by the CONTRACTOR is defined as independent contractors, this clause does not apply.

54. Insurance.
    A. While the PROJECT equipment is in the possession or control of the CONTRACTOR, the CONTRACTOR shall maintain adequate insurance protection against liability for damages for personal bodily injuries (including death), property damage, and vehicle damage as conditioned in this section.
    B. The minimum limits of liability may be increased by the STATE at any time upon thirty (30) days notice to CONTRACTOR.
    C. The CONTRACTOR shall place Vehicle Physical Damage, including collision and comprehensive (fire, theft, etc.) insurance for amounts equal to the actual cash value of each vehicle and any other equipment that is part of the PROJECT equipment, with deductibles acceptable to the STATE. This insurance shall include a provision designating the State of California, Department of Transportation as the Loss Payee for all purposes of adjusting, settling, or paying claims for damage to the insured vehicle(s).
    D. The STATE, its officers, employees, and agents shall be named as additional insured.
    E. The STATE is designated as the Loss Payee for claims of damage to the insured vehicle(s).
    F. The STATE will not be responsible for any premiums or assessments on the policy.
    G. The CONTRACTOR, and/or third-party subcontractor, shall furnish to the STATE, before delivery of the PROJECT vehicle(s) to the CONTRACTOR, a certificate of insurance issued by a company licensed to write such insurance in California.
    H. Prior to the annual insurance policy expiration date, the CONTRACTOR shall furnish to the STATE a new certificate of insurance or other written evidence of insurance satisfactory to the STATE. At any time that such evidence of

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insurance has not been provided, the STATE shall have the immediate right to take possession of the PROJECT equipment and to enter the property of the CONTRACTOR for this purpose.

I. The CONTRACTOR shall provide the STATE at least thirty (30) day notice of cancellation or material change of the vehicle insurance policy.

J. Public Agency or For-Profit CONTRACTORs. The following terms apply to all CONTRACTORs who are defined as a Public Agency or For-Profit entity, regardless if they are providing the service as the prime CONTRACTOR or subcontractor:

1. Property Damage: The CONTRACTOR shall place property damage per occurrence (combined single limit), whether the property of one or more claimants, in an amount not less than one million five hundred thousand dollars ($1,500,000) for property damage liability in respect to vehicles with seating capacity of fifteen (15) or less, or five million dollars ($5,000,000) for property damage liability combined in respect to vehicles with seating capacity of sixteen (16) or more.
2. Bodily Injury: The CONTRACTOR shall place bodily injury per occurrence (combined single limit) in an amount not less than one million five hundred thousand dollars ($1,500,000) in respect to vehicles with seating capacity of fifteen (15) or less, or five million dollars ($5,000,000) in respect to vehicles with seating capacity of sixteen (16) or more.
3. Vehicle Physical Damage: The CONTRACTOR shall place Vehicle Physical Damage, including collision and comprehensive (fire, theft, etc.) insurance for amounts equal to the actual cash value of each vehicle and any other equipment that is part of the PROJECT equipment, with deductibles acceptable to the STATE. This insurance shall include a provision designating the State of California, Department of Transportation as the Loss Payee for all purposes of adjusting, settling, or paying claims for damage to the insured vehicle(s).

K. Non-Profit Agencies: The following terms apply to all CONTRACTORs who are defined as a non-profit agency, regardless if they are providing the service as the prime CONTRACTOR or subcontractor:

1. Property Damage: The CONTRACTOR shall place property damage per occurrence (combined single limit), whether the property of one or more claimants, in an amount not less than one million dollars ($1,000,000) for property damage liability in respect to vehicles with seating capacity of fifteen (15) or less, or one million five hundred thousand dollars ($1,500,000) for property damage liability in respect to vehicles with seating capacity of sixteen (16) or more.
2. Bodily Injury: The CONTRACTOR shall place bodily injury per occurrence (combined single limit) in an amount not less than one million dollars ($1,000,000) in respect to vehicles with seating capacity of fifteen (15) or less, or one million five hundred thousand dollars ($1,500,000) for bodily injury in respect to vehicles with seating capacity of sixteen (16) or more.
3. Vehicle Physical Damage: The CONTRACTOR shall place Vehicle Physical Damage, including collision and comprehensive (fire, theft, etc.) insurance for amounts equal to the actual cash value of each vehicle and any other equipment that is part of the PROJECT equipment, with deductibles acceptable to the STATE. This insurance shall include a provision designating the State of California, Department of Transportation as the Loss Payee for all purposes of adjusting, settling, or paying claims for damage to the insured vehicle(s).

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

56. Potential Subcontractors.

A. No Relationship Between STATE and Third-Party Contractor. Nothing contained in this AGREEMENT or otherwise, shall create any contractual relation, obligation or liability between the STATE and any third-party contractors, and no third-party agreement shall relieve the CONTRACTOR of his responsibilities and obligations hereunder. The CONTRACTOR agrees to be as fully responsible to the STATE for the acts and omissions of its third-party contractors 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 CONTRACTOR. The CONTRACTOR's obligation to pay its third-party contractors is an independent obligation from the STATE's obligation to make payments to the CONTRACTOR. As a result, the STATE shall have no obligation to pay or to enforce the payment of any moneys to any third-party contractor.

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B. Third-Party Contracts and Subagreements Affected. To the extent applicable, federal requirements extend to third-party contractors and their contracts at every tier, and to the subcontractors of third-party contractors and their subagreements at every tier. Accordingly, the CONTRACTOR agrees to include, and to require its third-party contractors to include appropriate clauses in each third-party contract and each subagreement financed in whole or in part with financial assistance provided by FTA. In particular, the following clauses regarding DBE Contract Assurance, DBE Participation Goal, Continued Compliance and Prompt Payment and Return of Retainage clauses apply to this AGREEMENT and shall be included in every subcontract or subaward made by the CONTRACTOR.

1. DBE Contract Assurance. The CONTRACTOR, or SUBCONTRACTOR shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONTRACTOR or SUBCONTRACTOR shall carry out applicable requirement of 49 CFR Part 26 in the award and administration of [Federal] DOT-assisted contracts. Failure by the CONTRACTOR or SUBCONTRACTOR to carry out these requirements is a material breach of this contract, which may result in the termination of the Standard Agreement between the STATE and the Awarding Agency, the termination of this contract by the Awarding Agency, or such other remedy the STATE or Awarding Agency deems appropriate, which may include, but is not limited to:
   a. Withholding monthly progress payments;
   b. Assessing sanctions;
   c. Liquidated damages; and/or
   d. Disqualifying the CONTRACTOR from future bidding as non-responsive.
2. DBE Participation Goal. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The contract goal for participation of Disadvantaged Business Enterprises (DBE) for this contract is [XX]%. Offerors are required to document sufficient DBE participation to meet the contract goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53 (3)(i)(A). Award of this contract is conditioned on submission of the following:
   a. If the offer meets the DBE contract goal, the offeror must include a completed ADM-0227F form.
   b. If the offer does not meet the DBE contract goal, the offeror must include a completed ADM-0312F form that documents the offeror's good faith efforts (GFE) and ADM-0227F form.
   c. The contractor shall not terminate the DBE subcontractors listed on ADM-0227F without the Awarding Agency's prior written consent and concurrence from the DBELO. The Awarding Agency may provide such written consent only if the contractor has good cause to terminate the DBE firm. Before transmitting a request to terminate, the contractor shall give notice in writing to the DBE subcontractor of its intent to terminate and the reason for the request. The contractor shall give the DBE five (5) days to respond to the notice and advise of the reasons why it objects to the proposed termination. When a DBE subcontractor is terminated or fails to complete its work on the contract for any reason, the contractor shall make good faith efforts (GFE) to find another DBE subcontractor to substitute for the original DBE and immediately notify the Awarding Agency in writing of its efforts to replace the original DBE. These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the Contract as the DBE that was terminated, to the extent needed to meet the Contract goal established for this procurement.
   d. Awarding Agency shall notify the Caltrans DBE Liaison Officer (DBELO) in the event the Awarding Agency finds the CONTRACTOR or SUBCONTRACTOR is in violation of 49 CFR Part 26 within five (5) business days the finding is made.
3. Continued Compliance. The Awarding Agency shall monitor the Contractor's DBE compliance during the life of this contract and submit to the state a completed ADM-0369 form in each their request for reimbursement (RFR) packet.

C. No Federal Government Obligations to Third Parties. The CONTRACTOR agrees that, absent of the Federal Government's express written consent, the Federal Government shall not be subject to any obligations or liabilities to any contractor, any third-party contractor, or any other person not a party to the Grant Agreement in connection with the performance of the PROJECT. Notwithstanding any concurrence provided by the Federal Government in, or approval of, any solicitation or third-party agreement, the Federal Government continues to have no obligation or liabilities to any party, including the CONTRACTOR or third-party contractor.

D. Obligations on Behalf of the STATE. The CONTRACTOR shall have no authority to contract for or on behalf of the STATE or to incur obligations on behalf of the STATE.

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E. STATE Approval of All Third-Party Contracts. The STATE shall approve in writing all proposed third-party contract agreements, Memoranda of Understanding, Intergovernmental Agreements, or similar documents relating to the performance of this AGREEMENT prior to implementation. The CONTRACTOR agrees that it will not enter into any third-party contracts unless the same are approved in writing by the STATE. Any proposed amendments to such third-party contracts must be approved by the STATE prior to implementation.

57. Federal Prompt Payment and Return of Retainage.
    A. The Awarding Agency shall comply with 49 CFR Part 26.29 and ensure the contractor pay its subcontractors performing work satisfactorily completed related to this contract no later than seven (7) days after the contractor's receipt of payment for work from the Awarding Agency.
    B. Unless the approved project is for Construction, the contractor shall not hold retainage (withhold retention) from any subcontractor. The state shall not hold retainage from any contractor.
    C. If a dispute arises regarding Construction projects only, the contractor may exercise its rights under California Public Contract Code (PCC) Sections 10262 and 10262.5 or California Business and Professions Code (BPC) Section 7108.5, as applicable.
    D. The contractor is required to pay its subcontractors for satisfactory performance of work related to this Agreement no later than seven (7) days after the contractor's receipt of payment for that work from the State. In addition, the contractor is required to return any retainage payment to any subcontractor within seven (7) days after the subcontractor's work related to this Agreement is satisfactorily completed.

58. Narrowband Migration. The CONTRACTOR must comply with the Federal Communications Commission Public Notice DA09-2589 deadline for private land mobile radio services in the 150-174 MHz and 421-512 MHz bands which will migrate to narrowband (12.5 kHz or narrower) technology effective January 1, 2013.

59. Indemnification. Neither the STATE nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by CONTRACTOR and/or its agents under or in connection with any work, authority or jurisdiction conferred upon CONTRACTOR under this AGREEMENT. It is understood and agreed that CONTRACTOR and/or its agents shall fully defend, indemnify and save harmless the STATE and all its officers and employees from all claims, suits or actions of every name, kind and description brought forth including, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by CONTRACTOR and/or its agents, employees, and representatives under this AGREEMENT.

60. DBE Forms Referenced Herein. Forms ADM-0312F and ADM-0227F that are named in Section 56 are maintained, used and supplied by the STATE. CONTRACTOR shall use and complete these forms as directed by the STATE. The STATE shall determine the schedule for reporting of required DBE information and the submittal of these DBE forms.

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ARTICLE III
SPECIAL TERMS AND CONDITIONS

1. Purchase Order. Upon approval by the STATE of a procurement award, the CONTRACTOR (or procurement agent acting on CONTRACTOR's behalf) may issue a purchase order for the PROJECT. Each purchase order shall be consistent with the approved bid award listed in Exhibit A, be consistent with Billing and Payment instructions listed in Article I of this AGREEMENT and include a reference to the STATE's contract number as assigned to this AGREEMENT.

2. Disposition. The disposition of the PROJECT and any PROJECT-related equipment or property shall be made in accordance with 49 USC Chapter 53, the applicable Program Circular, and the SMP. Disposition requests are generally submitted through the STATE's EGM system.

3. Release of Title. While the STATE is lienholder of a vehicle, CONTRACTOR is obligated to provide periodic reporting as described in Article III, even if the PROJECT's ULS has been exceeded. When the ULS has been achieved, the STATE shall remain the lien holder for vehicles or equipment until all steps in the Disposition process described in the preceding section are completed. The STATE solely determines whether the ULS has been achieved. ULS requirements are enumerated in Article II. The STATE may base its determination upon PROJECT mileage, PROJECT age or a combination of both. Upon determining the ULS has been achieved, the STATE shall release title to the CONTRACTOR. CONTRACTOR shall keep either PROJECT or proceeds from the sale of PROJECT in its public transportation program.

4. Complementary Paratransit Service. Any CONTRACTOR providing complementary paratransit service, certifies that it submitted to the STATE an initial plan for compliance with the complementary paratransit service provision by January 26, 1992, as required by 49 CFR Part 37, and has provided the STATE annual updates to its plan, as required by 49 CFR Part 37 Section 139(j).

5. Reporting Requirements. The CONTRACTOR must submit the following reports. Reporting shall be submitted no later than the date set by the STATE and submitted in a format designated by the STATE. The STATE may require reports be submitted through its EGM system. Late, inaccurate or non-reporting may result in the withholding of reimbursements and/or grounds for termination of the PROJECT or of this AGREEMENT.
   A. Federal Funding Accountability and Transparency Act (FFATA) Reporting. CONTRACTOR on its own behalf and for any of its Subcontractors shall comply with the requirements of FFATA, as required by the FFATA Public Law 109-282, 31 U.S.C. 6101. If requested to do so by the STATE, CONTRACTOR shall submit required information by the date determined by the STATE to allow the STATE to timely fulfill its reporting obligations under FFATA.
   B. Milestone Reporting and Current Schedule. The CONTRACTOR shall submit an annual report of progress made on the PROJECT no later than thirty (30) days after the close of the annual federal reporting period of October 1 through September 30. Milestone Reports are due no later than October 30. The STATE collects information regarding current PROJECT schedule, contemplated schedule changes and the reasons for such changes.
   C. Final Reporting. The CONTRACTOR shall submit a final PROJECT report documenting final PROJECT costs. This report shall be in the format provided by the STATE, which may be available through the STATE's EGM system. For 5310 Program, this report shall include a narrative on PROJECT outcomes and a discussion of any program performance measures referenced in the APPLICATION.
   D. Program Specific Required Reports.
      1. 5311 Program (including 5311(f) and CMAQ) and 5339 Program: National Transit Data (NTD) Reporting. CONTRACTOR annually shall submit their NTD data in a timely manner as directed by the STATE. This requirement applies to all subrecipients that also receive FTA 5307 funds.
      2. 5311 Program Operating Assistance Projects: Drug and Alcohol Management Information System (DAMIS) Reporting. CONTRACTOR shall submit their DAMIS data annually, as required by FTA.
      3. 5310 Program Capital and Mobility Management Projects: Bi-Annual Reporting. The CONTRACTOR shall submit a Bi-Annual Report of vehicle/equipment usage, progress made on mobility management activities, or progress made on Local Procurement activities after each federal reporting period. The federal reporting periods run from October 1 through March 31; and from April 1 through September 30. Bi-Annual reports are due no later than April 30 and October 30 of each calendar year.
      4. 5310 Operating Assistance Reporting: Annual Reporting. The CONTRACTOR shall submit an annual report of

Attachment: County of Mariposa SA 64RO21-01625 (LTC-2022-4 : Coronavirus Response and Relief Supplemental Appropriations Act

progress made on the PROJECT no later than thirty (30) days after the close of the annual federal reporting period of October 1 through September 30. Annual reports are due no later than October 30.

6. Liability Insurance. In addition to Article II Section 53 Insurance, the following provisions shall also apply.
   A. The CONTRACTOR is responsible for any deductible or self-insured retention contained within the insurance program.
   B. Coverage must be in force for the complete term of this AGREEMENT. If insurance expires during the term of the AGREEMENT, a new certificate must be received by the STATE at least ten (10) days after the expiration of this insurance. This new insurance must still meet the terms of this AGREEMENT.
   C. In the event CONTRACTOR fails to keep in effect at all times the specified insurance coverage, the STATE may, in addition to any other remedies it may have, terminate this AGREEMENT upon the occurrence of such event, subject to the provisions of the AGREEMENT.
   D. Any insurance required to be carried shall be primary, and not excess, to any other insurance carried by the STATE.
   E. Public Agency or For-Profit CONTRACTORs. The following terms apply to all CONTRACTORs who are defined as a Public Agency or For-Profit entity, regardless if they are providing the service as the prime CONTRACTOR or subcontractor:
      1. Commercial General Liability, of which the liability limits shall be at least:
         a. $2,000,000 for each occurrence (combined single limit for bodily injury and property damage).
         b. $2,000,000 aggregate for products liability completed operations.
         c. $4,000,000 general aggregate. This general aggregate limit shall apply separately to the CONTRACTOR's work under this AGREEMENT.
         d. $15,000,000 umbrella or excess liability. For Projects over $25,000,000 only, an additional $10,000,000 umbrella or excess liability (for a total of $25,000,000). Umbrella or excess policy shall include products liability completed operations coverage and may be subject to $15,000,000 or $25,000,000 aggregate limits. Further, the umbrella or excess policy shall contain a clause stating that it takes effect (drops down) in the event the primary limits are impaired or exhausted.
      2. The STATE, including its officers, directors, agents, and employees, shall be named as additional insured under the Commercial General Liability policy with respect to liability arising out of or connected with work or operations performed by or on behalf of CONTRACTOR under this AGREEMENT.
      3. The policy shall stipulate that the insurance afforded the additional insured shall apply as primary insurance. Any other insurance or self-insurance maintained by the STATE will be excess only and shall not be called upon to contribute with this insurance.
   F. Non-Profit Agencies. The following terms apply to all CONTRACTORs who are defined as a non-profit agency, regardless if they are providing the service as the prime CONTRACTOR or subcontractor:
      1. Commercial General Liability, of which the liability limits shall be at least:
         a. $2,000,000 for each occurrence (combined single limit for bodily injury and property damage).
         b. $2,000,000 aggregate for products completed operations.
         c. $4,000,000 general aggregate. This general aggregate limit shall apply separately to the CONTRACTOR's work under this AGREEMENT.
         d. $5,000,000 umbrella or excess liability. For Projects over $25,000,000 only, an additional $10,000,000 umbrella or excess liability (for a total of $15,000,000). Umbrella or excess policy shall include products liability completed operations coverage and may be subject to $5,000,000 or $15,000,000 aggregate limits. Further, the umbrella or excess policy shall contain a clause stating that it takes effect (drops down) in the event the primary limits are impaired or exhausted.
      2. The STATE, including its officers, directors, agents, and employees, shall be named as additional insured under the Commercial General Liability policy with respect to liability arising out of or connected with work or operations performed by or on behalf of CONTRACTOR under this AGREEMENT.
      3. The policy shall stipulate that the insurance afforded the additional insured shall apply as primary insurance. Any other insurance or self-insurance maintained by the STATE will be excess only and shall not be called upon to contribute with this insurance.

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MARIPOSA COUNTY

Board of Supervisors · 209-966-3222

MEETING: April 5, 2022

TO: The Board of Supervisors

FROM: Rosemarie Smallcombe, District I Supervisor

RE: Presentation by Yosemite Renaissance

RECOMMENDATION AND JUSTIFICATION:

Receive an End of the Year Presentation Regarding Yosemite Renaissance (Jonathan Bock, Yosemite Renaissance Director).

Yosemite Renaissance is a 501(c)3 non-profit corporation founded in 1985. The organization seeks to promote the visual arts as an interpretive medium, create a continuum of art works inspired by the region from historical times to the present, and to inspire new generations of people to understand, preserve and protect our wild lands and natural places. Yosemite Renaissance also manages an Artist in Residence program in Yosemite National Park.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board has received similar presentations from Yosemite Renaissance in the past.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Do not receive presentation, and miss the opportunity to learn about the Yosemite Renaissance activities.

ATTACHMENTS:
Handout - Yosemite Renaissance brochure from Jonathan Bock - 4-5-22 (PDF)

RESULT: INFORMATION RECEIVED

Yosemite Renaissance 37

Yosemite Renaissance

Celebrating 37 years supporting the Arts in Yosemite and the California Sierra Nevada

Yosemite Gateway Art Center, Oakhurst - March 18th to May 29th, 2022

Kings Art Center, Hanford - June 25th to July 30th, 2022

Carnegie Arts Center, Turlock - August 9th to October 1st, 2022

Yosemite Museum Gallery, Yosemite - October 22nd to December 18th, 2022

MCAC Circle Gallery, Madera - January 10th to February 9th, 2023

Attachment: Handout - Yosemite Renaissance brochure from Jonathan Bock - 4-5-22 (12792 : Presentation by Yosemite Renaissance)

Yosemite Renaissance 37, Foreword

"Yosemite Valley, to me, is always a sunrise, a glitter of green and golden wonder in a vast edifice of stone and space." - Ansel Adams

Accepting and Embracing Change

Change is inevitable, and we have seen a lot of it lately. The Stoics say that we should embrace adversity as an opportunity for positive change, an important lesson, particularly in chaotic times. For Yosemite Renaissance, keeping the show on track during the pandemic has been challenging. Thanks to the generous support of many, we have persevered, a bit worn but triumphant. There is light at the end of the tunnel, and I am very excited that we are scheduled to return the exhibit to its traditional home at the Yosemite Museum this fall.

When faced with adversity, I believe the value of art in our lives becomes clear. Art is food for the soul. It is healing, nurturing, and thought provoking, capable of expressing the best in us all. It is a great joy to share the artwork of the many talented artists who participate in Yosemite Renaissance, to better understand their work and their motivation, and to get to know them as people. It is an honor to be involved with this exciting exhibit, and to have the opportunity to inspire and enrich the lives of so many through art.

Jonathan W. Bock - Executive Director, Yosemite Renaissance

Springtime in Tenaya - Jeffrey Hemming

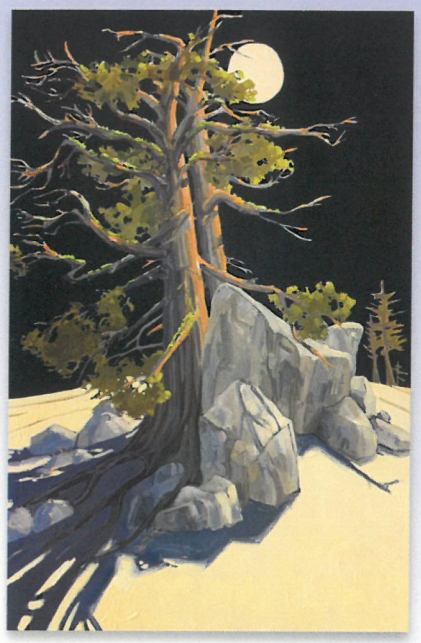
I love a good conversation with art. When people ask me how I place value on art, I exclaim "by the quality of the conversation." I listened to a painter once respond to a question about how long it takes him to complete a painting by answering: "50 years, and about 36 hours." Art is the result of failure and success, of things we can share and ponder, of lessons learned and stories emanating from each brush stroke or exposed grain of silver. Similarly, photographer Robert Adams has written at length that a beautiful photograph - and by extension I will suggest art in general - shares a sense of biography of the maker, geography of the manifested space, and metaphor of intent. There is so much more to art than the reflected light we gaze upon when looking at it; there is a lifetime.

This year we saw a wonderful and diverse range of artwork submitted to Yosemite Renaissance for our annual juried exhibition. From the pieces selected to those that missed the cut, there were lifetimes recorded on those canvases and papers, woven into the textiles and kneaded into clay. As is always the case, making the final selection was difficult, especially in the wake of an era where we learned the greater value of conversations big and small, and I cannot thank each artist enough for their support, dedicated efforts, and for keeping that conversation alive.

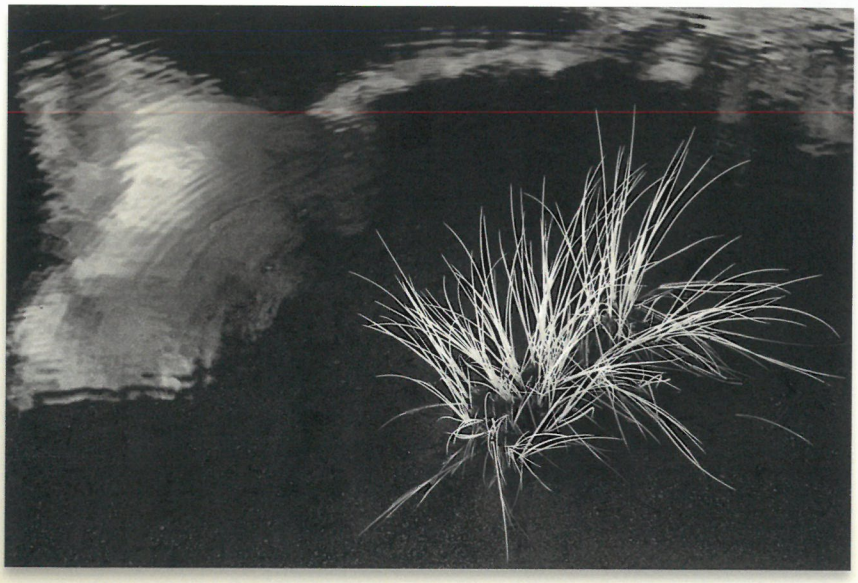
Evan Russel - President, Yosemite Renaissance Board of Directors

Attachment: Handout - Yosemite Renaissance brochure from Jonathan Bock - 4-5-22 (12792 : Presentation by Yosemite Renaissance)

Yosemite Renaissance 37, Exhibiting Artists



Linda Abbott, High Sierra Moon, Oil Painting, 36x24 - $1,700
Trowzers Akimbo, In Her Footsteps, Oil Painting, 30x40 - $4,250
Rebecca Alarcon, El Cap & Raven, Watercolor, 8.5x11.5 - $300



Tim Aston, Real and Reflected, Photograph, 20x30 - $560
Jennifer Baker, Golden Fall, Glass, 10.5x8 - $480
Jerry Bosworth, Cathedral Rock Reflected, Photograph,15x20 - $350
Christine Crozier, Drive By, Oil Painting, 18x14 - $1,600
Stephen Curl, Heading Higher, Watercolor, 20x16 - $850

To purchase artwork please email info@yosemiterenaissance.org or call 559-683-5551

Attachment: Handout - Yosemite Renaissance brochure from Jonathan Bock - 4-5-22 (12792 : Presentation by Yosemite Renaissance)

Yosemite Renaissance 37, Exhibiting Artists

Denise Davidson, The Sound of Spring, Mixed Media, 20x24 - $1,850
Moira Donohoe, Skiing Through the Ancients, Oil Painting, 30x24 - $2,700
Nikki Frumkin, Half Dome at Sunset, Watercolor, 40x60 - $24,000

Franka Gabler, Morning Calm, Ansel Adams Wilderness, Photo, 28x22 - $4
Mardilan Georgio, The Osprey, Pastel, 10x8 - $400
Theresa Grams, Catch me if you can, Oil Painting, 14x18 - $925

Attachment: Handout - Yosemite Renaissance brochure from Jonathan Bock - 4-5-22 (12792 : Presentation by Yosemite Renaissance)

Yosemite Renaissance 37, Exhibiting Artists

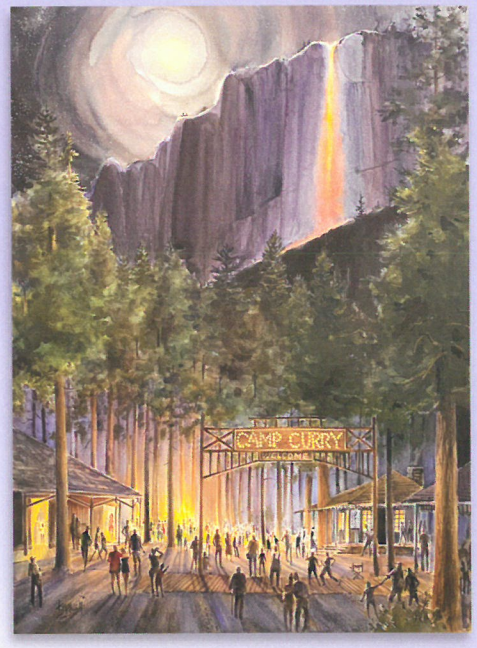
MaryEllen Hackett, Defensible Space, Watercolor, 5.5x2.5 - $350
MaryEllen Hackett, A Too Large Percent Lost, Watercolor, 3.5x4.5 - $350
Lynn Hajek, Leaves Dancing on Water, Mixed Media, 40x30 - $3,200
Jeffrey Hemming, Springtime in Tenaya,Oil Painting, 40x60 - $3,500
Justin Hess, Dine In Only, Drawing, 11x14 - $1,200

Robb Hirsch, Ice abstract, Photograph, 18x24 - $350
David Hoffman, Alder Grove, Photograph, 20x24 - $280
Darrell Hunger, Snow Arch, Acrylic Painting, 25x37 - $3,800
E.E. Jacks, Through the Portal, Oil Painting, 7x5 - $550
Carolie Jensen, Alter Gateway, Sculpture, 4.25x8.25x4.25 - $200

To purchase artwork please email info@yosemiterenaissance.org or call 559

Attachment: Handout - Yosemite Renaissance brochure from Jonathan Bock - 4-5-22 (12792 : Presentation by Yosemite Renaissance)

Yosemite Renaissance 37, Exhibiting Artists



Denise Katzenberger, Yosemite Feeling, Mixed Media, 24x17.5 - $1,050
John Kifer, My Spirit Guide is Not a Red-tailed Hawk, Acrylic, 24x24 - $4,80
James Kingwell,Firefall Yosemite, Watercolor, 29x21.5 - $85,000

Kelly Lee, Mist Trail, Oil Painting, 11x14 - $300
Stephanie Martin, Morels, Printmaking, 4x4 - $240
Tim McMeans, Well Enough Alone, Drawing, 32x30 - $2,500

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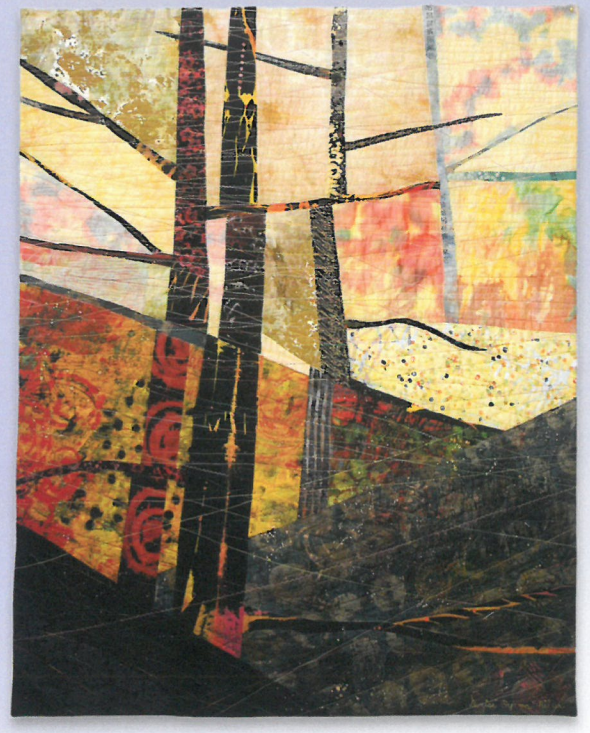

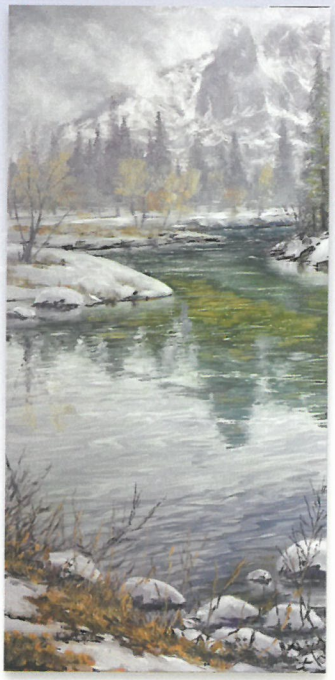

Denise Oyama Miller, Valley Cedars, Fiber Art, 40x31 - $1240
Mary Morton, After the Burn, Printmaking, 8x11 - $300
Donald Neff, Misty Merced, Oil Painting, 24x12 - $1,800

Penny Otwell, Foothill Oaks, Oil Painting, 20x30 - $2,850

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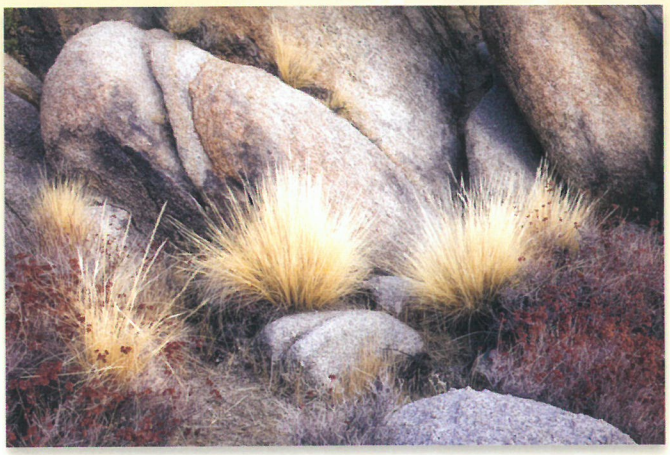
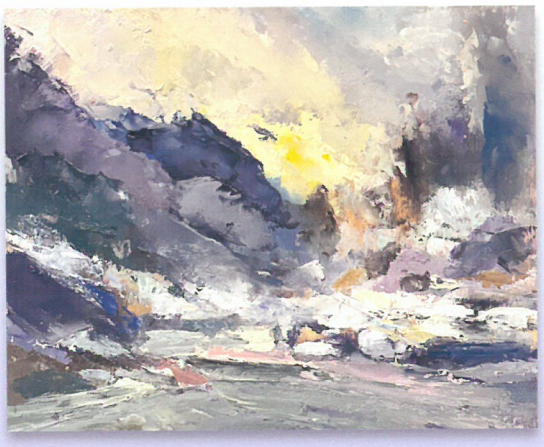
Yosemite Renaissance 37, Exhibiting Artists



Cheryl Petretti, Copper Haze, Photograph, 24x30 - $350
Paul Porter, Autumn Garden in the Alabama Hills, Photograph, 19x25 - $30
Cathryn Powell, Rock Show, Printmaking , 20x28 - $850

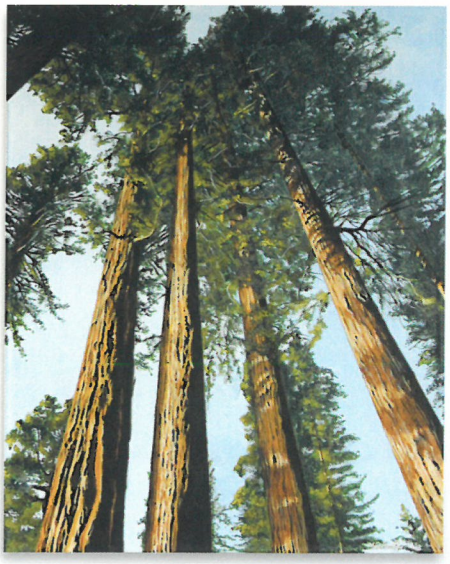


Lilli-anne Price, River Refuge, Oil Painting, 8x10 - $750
Lilli-anne Price, Tunnel Vision, Oil Painting, 16x12 - $1,200

Attachment: Handout - Yosemite Renaissance brochure from Jonathan Bock - 4-5-22 (12792 : Presentation by Yosemite Renaissance)

Yosemite Renaissance 37, Exhibiting Artists

Irene Reti, Bodies of Water: A Tribute to Payahuunadu
Mixed Media, 8.25x8.33x0.5 - $150



John Schaeffer, Reach for the Sky, Acrylic Painting, 20x16 - $1,500
Sandra Lee Scott, Winter Wonder, Mixed Media, 14x14 - $360

Jeff Skelly, Flowers For Manzanar, Oil Painting, 22x28 - $3,500
Lura Schwarz Smith, Fish For Dinner, Oil Painting, 11x14 - $600

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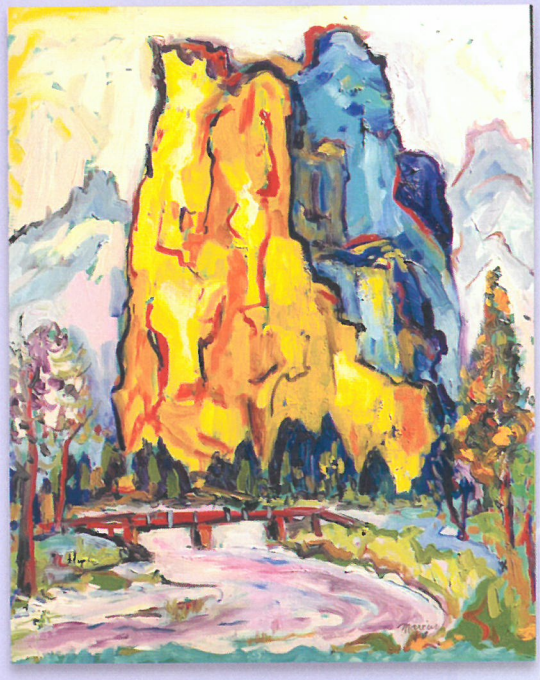

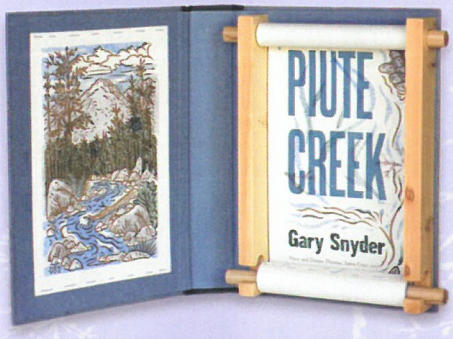

Marius Starkey, Yosemite, Oil Painting, 16x20 - $3,000
Peter and Donna Thomas, Piute Creek, Mixed Media, 11x9x1.75 - $950
Peter and Donna Thomas, Rock After Rock, Mixed Media, 8x10.5x1.5 - $975
Andie Thrams, Interconnection of All Beings, Mixed Media, 38x13 - $1,100
Monique Wales, Swimming Upstream, Printmaking, 18x31 - $875
Monique Wales, View from the Top, Printmaking, 32x24 - $1,050

Elizabeth Warren, I Lift My Eyes, Digital Art, 16x20 - $425

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Yosemite Renaissance 37, Exhibiting Artists

Sherry Werum, El Capitan, Fiber Art, 32x21 - $800
Richard Whitacre, Veils of The Seven Sisters, Pleiades Nebulas, 16x24 - $395
Chad Williams, The Tent, Photograph, 26x20 - $700
Megan Wimberley, Stealthy, Acrylic Painting, 10x20 - $1,150

"No temple made with hands can compare with Yosemite. Every rock in its walls seems to glow with life... as if into this one mountain mansion Nature had gathered her choicest treasures." - John Muir

Special Thanks to our Partners... Yosemite Museum curator - Greg Cox
Kings Art Center director - Bruce Kane
Carnegie Arts Center director - Lisa McDermott
Madera Arts Council director - Jim Kocher
and our Judges - Paul Mullins and Marilyn Wear

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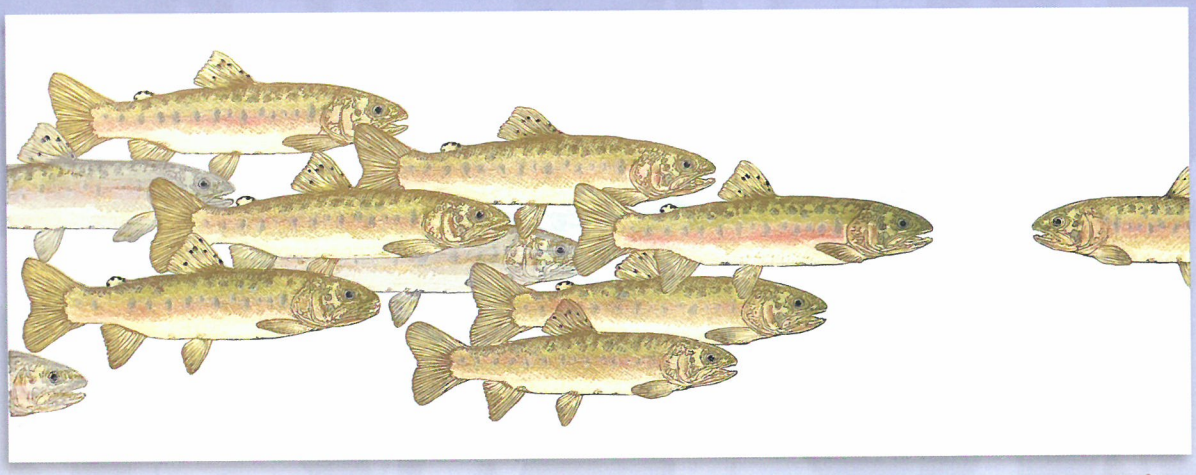
Attachment: Handout - Yosemite Renaissance brochure from Jonathan Bock - 4-5-22 (12792 : Presentation by Yosemite Renaissance)

Yosemite Renaissance showcases works by artists inspired by Yosemite National Park and the California Sierra Nevada.

The organization was founded in 1985 to inspire artists to share new interpretations of the region, and to teach the public to understand, preserve, and protect our parks, wild lands and natural places.



Yosemite Renaissance is a 501(c)3 non-profit art organization supported by funds and services from Mariposa County, Visit Yosemite Madera County, Stellar Gallery, the National Park Service, and other generous donors.

Special thanks to our partners for hosting the Yosemite Renaissance Traveling Exhibit.

Yosemite Gateway Art Center, 40982 Hwy 41, Oakhurst, CA 93644, 559-683-5551
Carnegie Arts Center - 250 N Broadway Ave, Turlock, CA 95380, 209-632-5761
Kings County Art Center - 605 N Douty St, Hanford, CA 93230, 559-584-1065
MCAC Circle Gallery - 424 N Gateway Dr, Madera, CA 93637, 559-661-7005

yosemiterenaissance.org
Post Office Box 767, Yosemite, California, 95389

Front Cover: John Kifer - My Spirit Guide is Not a Red-tailed Hawk
Above: Monique Wales - Swimming Upstream
Background graphics throughout - SharAnn Chesshire - YR35

Attachment: Handout - Yosemite Renaissance brochure from Jonathan Bock - 4-5-22 (12792 : Presentation by Yosemite Renaissance)

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

pursuing a sole source procurement pathway to hire Atlas Lab, the contractor who led the Creative Placemaking Strategy work, to lead the planning, design, and implementation of the proposed effort.

Under this arrangement, Atlas Lab and their subcontractors would conduct the community design, outreach, design development, and construction administration work (including providing a resident engineer), while construction and fabrication tasks would be completed by a general contractor selected through a public bidding process. The details of these contracts would be the subject of a later Board item and discussion.

The draft agreement language has been provided to the County by Caltrans headquarters for the County's review. Being a State Agreement, the County will need to sign a final version of the agreement, before Caltrans executes the agreement.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
On January 11, 2022, the Board approved RES-2022-25, which authorized the submittal of an application to the Caltrans Clean California Local Grant Program to fund the Downtown Mariposa Mural Project. While that proposal, which would have supported the installation of six murals in strategic locations in town, was not funded, the District has decided to fold elements of that previous proposal into the current proposal.

On August 17, 2021, the Board approved RES-2021-48, which approved the Creative Placemaking Strategy, finding the project is exempt from CEQA; and authorized County departments and agencies to pursue implementing its recommendations.

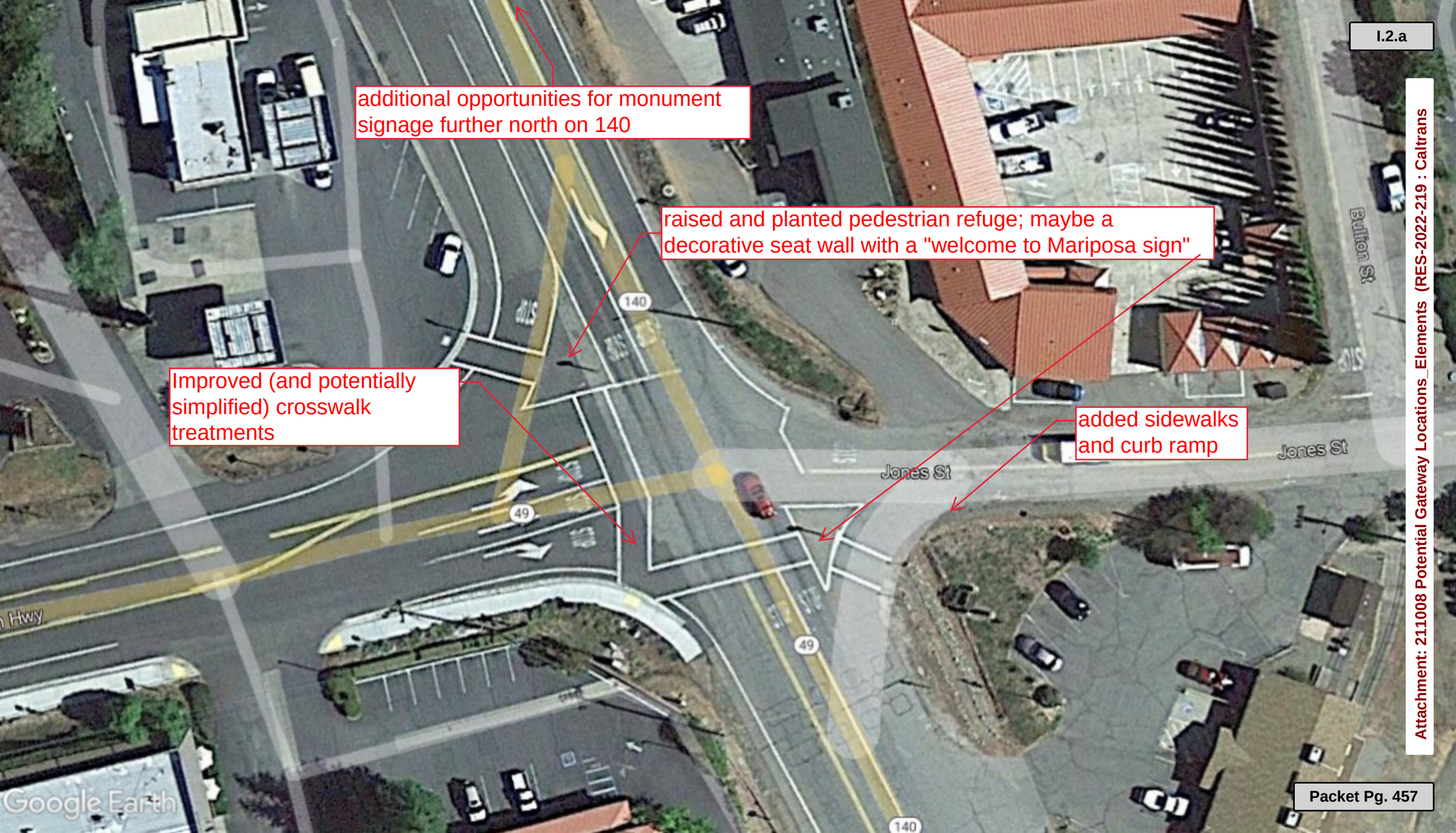
ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Negative action would result in the County potentially missing out on $1M in grant funds from Caltrans for implementing key elements of the Creative Placemaking Strategy, Economic Vitality Strategy, Mariposa Creek Parkway Master Plan, and other important community planning initiatives.

FINANCIAL IMPACT:
If signed, the completed agreement would authorize the County to receive supplemental funding from Caltrans in the amount of $1,000,000.

ATTACHMENTS:
211008 Potential Gateway Locations_Elements (PDF)
220321 Attachments_Local Plans (PDF)
220321 Memo for Sole Source (PDF)
220130 Caltrans Grant Application__ (PDF)
Draft Agreement 10-0546_EA 1P570_Clean CA_3.18.21_SS (PDF)
DRAFT Resolution (PDF)

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

Attachment: 211008 Potential Gateway Locations_Elements (RES-2022-219 : Caltrans


additional opportunities for monument signage further north on 140
raised and planted pedestrian refuge; maybe a decorative seat wall with a "welcome to Mariposa sign"
Improved (and potentially simplified) crosswalk treatments
added sidewalks and curb ramp
Jones St
Jones St
Bullion St
140
49
49
140
Google Earth

Attachment: 211008 Potential Gateway Locations_Elements (RES-2022-219 : Caltrans

RECOMMENDED ACTIONS // CREATIVE PLACEMAKING STRATEGY

BASED ON COMMUNITY INPUT AND GUIDANCE, THE CREATIVE PLACEMAKING STRATEGY RECOMMENDS IMPLEMENTING A SERIES OF ARTISTICALLY AND THEMATICALLY CONSISTENT MURALS TH LL THE STORY OF MARIPOSA COUNTY THROUGH ITS LANDSCAPE--INCLUDING THE PLANTS, ANIMALS, NATURAL PROCESSES, AND RELATED INDIGENOUS TRADITIONS AND PRACTICES THAT MAKE TH UNTY UNIQUE.

1 COUNTY-WIDE MURAL PROJECT

Murals are a classic creative placemaking intervention, and can offer effective, economical, and low-barrier opportunities to achieve a range of community building objectives. Many places in the region and throughout California, including Bishop, Stockton, and Modesto, have significant mural programs with some recognizable works, and indeed, the Town of Mariposa has several highly visible murals that are well-known in the community.

For these reasons, it is perhaps not surprising that murals were the most frequently referenced and recommended project type among survey respondents, who see murals as a way to provide "...more opportunities to experience visual art outside of gallery walls."

Respondents also embrace murals as a way to animate the public realm and address the issue of "too many blank walls" in certain parts of the county. This approach could be highly effective in the Town of Mariposa, where the relatively developed built environment is most appropriate for a high density of murals.

Beyond town, though, a coordinated countywide mural project could be extremely effective at satisfying the community's core creative placemaking goals. In addition to democratizing access to art and enlivening key areas of the county, a cohesive countywide mural project could also help capture the richness and diversity of communities, landscapes, and lifestyles throughout the county. Coordinating murals in places like Mariposa, Coulterville, Catheys Valley, Hornitos, Midpines, Fish Camp and elsewhere would allow for artists (or perhaps a single artist) to produce works that resonate with those communities' unique, individual senses of place, while applying a consistent aesthetic or thematic style that links them together as places within the larger county. This approach could also encourage visitors and residents to visit murals in communities where they might not typically travel to, promoting a broader knowledge about Mariposa County, and helping to distribute spending to places that currently see li visitation.

Due to their high visibility and scale, individual mural can become controversial, and in some cases, even b construed as antithetical to the community's overall creative placemaking visior Additionally, since consiste is so critical to the succes countywide mural project, be paramount for murals t subject to review from a qu authorized body. Considera must also be made for the maintenance and replacem murals that are defaced or to be transitioned out.

RIGHT
Sierra Nevada Big Horn Sheep, Migrating Mural
Inkdwell Studio, Mount Williamson Hotel, Independence, California

One of six installations along the 120-mile stretch of California Hwy 395 highlighting the Sierra Nevada Big Horn Sheep. Found only in California Sierra Nevada Mountains and one of three big horn species, the sheep's population plummeted to around 100 individuals in the 1990's due to domestic sheep disease. These murals recognize conservation efforts that have successfully brought the sheep population back up to more than 500 sheep.

Attachment: 220321 Attachments_Local Plans (RES-2022-219 : Caltrans Cooperative Agreement //

RECOMMENDED ACTIONS // CREATIVE PLACEMAKING STRATEGY (CONT'D)

RIGHT
Six Stages of Banksia Baxteri
Amok Island

The PUBLIC Silo Trail has created artworks by local and international artists on public walls and grain silos across Western Australia. This artwork encircles the three silos infinitely; the final silo marks the beginning once again of the first, making a connection with the cycle of the seasons and grain farming processes the Ravensthorpe area is known for.

Next (or First) Steps & Potential Funding Sources

While it may be beneficial to conduct a dedicated planning effort to organize implementation of this recommendation, it may not be necessary for a successful project. Many project components, including establishing aesthetic or thematic guidelines for contributing murals and determining a maintenance program could be supported by targeted planning work, but these tasks could also be achieved by Planning Department, or Arts Council staff, or even by the CPSAC. Additionally, many sites for potential mural locations have already been identified through the development of the Creative Placemaking Strategy (Appendix C), and though others may be added later on in the implementation process, the current roster of sites provide ample opportunities throughout the county to at least initiate the mural project in the short-term. Immediate next steps could be to engage with public or private property owners of sites that have been identified as potential mural locations to determine their interest in participation, and secure necessary agreements with property owners for mural implementation.

Funding will then be necessary to compensate artists for individual murals, and to support their maintenance. Potential funding sources for these activities include local funding sources, such as the Mariposa County Probation Department's Local Innovation Grant, the Mariposa Community Foundation, and local fundraising and sponsorship activities. Additionally, if this project were connected to arts learning, funding could be available through various state arts education grants. Larger funders, such as the California Arts Council or National Endowment for the Arts, could also be tapped to fund larger countywide mural projects that explore deep social justice themes and center artists that represent marginalized or disadvantaged groups, including artists who are black, indigenous, and/or people of color. It's noteworthy that the Arts Council's 2020 grant from the California Arts Council's Innovations and Intersections grant program could be used to fund one or several murals related to this recommendation that could catalyze or prototype future pieces in the series.

Roles

If project partners decide to pursue a strategic plan for this recommendation, then the Planning Department will likely have a sizable role to play at the outset. If not, or once the strategic planning effort is complete, the primary leaders for implementing this recommendation will likely be the Arts Council and CPSAC. Potential supporters include the Yosemite/Mariposa County Tourism Bureau and, depending on specific mural locations, affected Mariposa County agencies, such as Parks and Recreation.

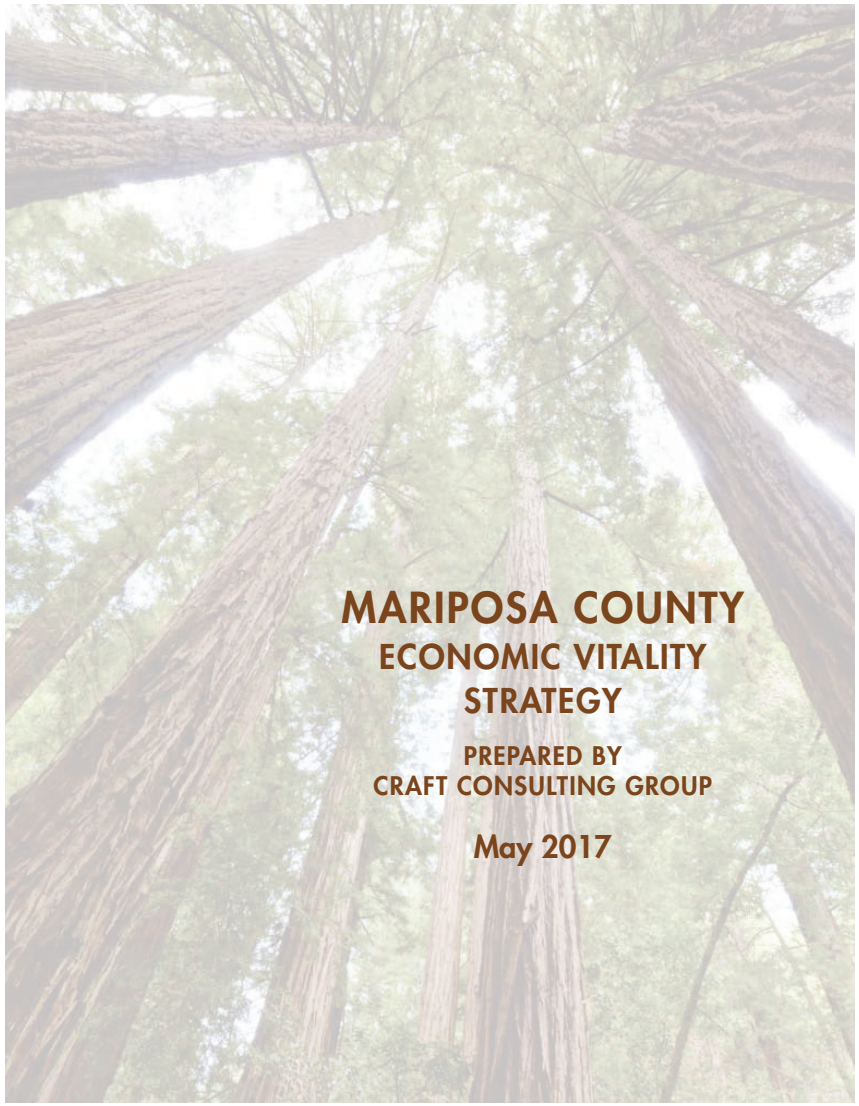
RIGHT
Comfort, 2017
Dave Young Kim, Reno NV

Before and during World War II, the Japanese army took hundreds of thousands of girls, mostly from Korea, China and the Philippines, as "comfort women" or sex slaves often as young as age 13. The smile symbolizes the innocence that was lost and the pink carnation says we will never forget. This mural responds to the fact that while prostitution is illegal in Reno, sex trafficking is a rampant issue in the city.

//

ECONOMIC DEVELOPMENT PRIORITY

IN ADDITION--AND INDEED, PARTIALLY BECAUSE OF--ITS ACTIVE TRANSPORTATION AND STORYTELLING BENEFITS, THE PROPOSED PROJECT HELPS IMPLEMENT RECOMMENDATIONS IN MARIPOS UNTY'S ECONOMIC VITALITY STRATEGY, WHICH RECOMMENDS THE PROJECT AS A CONTEXT-SENSITIVE TOOL FOR PROMOTING COMMUNITY VIBRANCY, BUSINESS INVESTMENT, AND JOB GROWTH.



GOAL #5: PROMOTE VIBRANT COMMUNITIES & TOWN CENTERS IN WHICH TO LIVE, WORK, & PLAY

Strategic Initiative #5: Develop and adopt **Placemaking Principles** to create authentic, vibrant town centers consistent with the community's heritage that will strengthen existing businesses, attract new investment, and provide residents and visitors alike a high quality of life with a variety of cultural, entertainment, shopping, culinary, and recreational experiences.

OBJECTIVE 5.1: PROTECT AND ENHANCE MARIPOSA COUNTY'S QUALITY OF LIFE AND HERITAGE THROUGH DEVELOPMENT OF VIBRANT COMMUNITIES AND TOWN CENTERS THAT ATTRACTS NEW BUSINESS INVESTMENT, FACILITATES JOB GROWTH, AND ENHANCES ECONOMIC PROSPERITY CONSISTENT WITH LOCAL CULTURE AND AESTHETICS.

Action 5.1.1: Extend and complete the **Mariposa Creek Parkway** trail system for walkin and biking from the existing segment to the cemetery near Joe Howard Street and the Highway 49/140 intersection with connections to the Stockton Creek trail preserve on the north side of Mariposa extending to the fairgrounds on the south and into downtown Mariposa.

Action 5.1.2: Maintain **Attractive Streetscapes and Public Area Appearances** in town centers by making targeted investments in key infrastructure, making improvements to storefronts, and maintaining attractive, well-maintained streetscapes.

ACTION STEPS

- Develop and implement **Downtown Specific Plans** for the towns of Mariposa and Coulterville, which include a land use and building survey, conceptual plans and design guidelines. The plans should be in keeping with their historical character to create unique and identifiable downtowns that are economically vibrant, pedestrian-oriented, and serve as a destination for local residents and visitors alike.
- Utilize the County Public Works Department and volunteers to clean and maintain public areas in the downtown areas of Mariposa and Coulterville. Hold annual clean-up days with the support of local businesses and community organizations.
- Adopt and implement a **Main Street Program** for historic town centers in Mariposa and Coulterville that create an authentic look and feel consistent with the community's heritage to attract residents and visitors alike for socializing, relaxing, shopping, dining, exploring, an entertainment. Investigate funding sources including grants from the National Trust Preservation Fund.

Action 5.1.3: Work to increase the **Diversity of Recreational Opportunities** in the county to expand and enhance the quality of life for local residents and visitor experience as identified in the Parks and Recreation Master Plan, and the Conservation and Open Space, and Regional Tourism Elements of the General Plan.

Attachment: 220321 Attachments_Local Plans (RES-2022-219 : Caltrans Cooperative Agreement //

SARAH WILLIAMS
Planning Director

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Mariposa, CA 95338
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swilliams@mariposacounty.org
www.mariposacounty.org

MEMORANDUM

Date: 3/21/22
To: Mariposa County Board of Supervisors
From: Sarah Williams, Planning Director
Topic: Sole Source Procurement for Mariposa Gateway Project

Background

Developed collaboratively with the Mariposa County Arts Council, the Mariposa County Creative Placcemaking Strategy (CPS; adopted 8/17/21 via RES-2021-48) both articulates a community-supported vision for aesthetic and thematic priorities to explore through creative placemaking investments such as public art, infrastructure, and public events, and recommends a series of projects, programs, and policies to achieve this vision. The project, which was funded through a grant from the National Endowment for the Arts, applied a unique stakeholder engagement methodology that relied on demonstration creative placemaking projects, including physical and digital elements, to stimulate interest in the project and collect the community input that drove its recommendations. The project also featured close collaboration with the County's Creative Placemaking Strategy Advisory Committee (CPSAC).

To support implementation of several key recommendations in the CPS, the Board of Supervisors adopted RES-2022-25 on 1/11/22, which authorized submittal of a grant to the Caltrans Clean California local grant program. The scope of work in this proposal was taken directly from the CPS, and was intended to support implementation of several of its priorities, including Project 1: Countywide Mural Project and Policy 1: Curated, Site-Specific Temporary Art.

Strictly speaking, that application was not successful. However, the proposal was compelling enough to be folded into a successful application to a separate funding source for the same grant program that is set aside for each Caltrans regional office. In this case, Caltrans District 10 has received approximately $1M to design, conduct community outreach for, and construct gateway elements that welcome visitors to the town and county, and adhere to the vision and creativity framework identified in the Creative Placemaking Strategy. District 10 proposes entering into a Memorandum of Understanding with Mariposa County, which would enable the County to spend these funds for their intended purposes on Caltrans' behalf. As with the CPS, the proposed project would involve close collaboration with and oversight from the CPSAC.

The scope of work includes four key tasks:

- generating several alternative packages that pair gateway elements and murals in downtown Mariposa to interpret local sense of place and contribute to other community livability and creativity objectives identified in the CPS;

Attachment: 220321 Memo for Sole Source [Revision 1] (RES-2022-219 : Caltrans Cooperative Agreement // Gateways)

- conducting a stakeholder engagement process to identify a preferred alternative;
- developing that preferred alternative into a set of bid documents; and
- providing construction management services with the selected general contractor.

Given the scale and complexity of the project, it is necessary for the Planning Department to hire contractors to implement the four key tasks and ensure successful completion of the scope of work.

The Planning Department has chosen to use a sole source procurement process to contract with the landscape architecture firm Atlas Lab as the prime consultant for completing the design and overseeing the construction of the project. While the grantor (Caltrans) is comfortable with this decision, County Counsel has advised the Planning Department to prepare a memorandum outlining its rationale.

Rationale

The rationale for this decision involved several considerations. First, Atlas Lab is intimately involved in creative placemaking efforts in the County. The firm was selected through a competitive bid process as the County's prime consultant in the NEA grant-funded project to develop the CPS, including the demonstration creative placemaking features that supported it. Indeed, in developing the CPS, Atlas Lab worked intimately with the CPSAC to identify, refine, and prioritize ten storytelling themes that relate to the County's human and natural history. These themes would be the basis for any contractor seeking to successfully deliver the proposed project.

Similarly, the proposed Caltrans project is explicitly intended to implement the recommendations of the CPS, both in terms of the specific projects (their locations and types) and thematic and aesthetic underpinnings. The significant synergy between the CPS and the proposed Caltrans project means that Atlas Lab is uniquely positioned to effectively deliver this project. Due to their central role in soliciting and analyzing the community input that shapes the recommendations that this project would implement, they have particular insight into CPS' nuances and intricacies, making their perspective essential for any contractor to successfully execute the proposed Caltrans-funded scope of work.

The decision to conduct a sole source procurement process is also partially motivated by the specialized nature of the professional services involved in this scope of work. In addition to the strong synergies between the proposed project and the CPS, Atlas Lab is uniquely qualified to both lead a public art design and selection process, and conduct the more technical aspects of the Caltrans scope, including construction documentation, bid procurement, and construction management. The firm's landscape architecture and urban design practice includes extensive experience with design and construction of streetscapes in public rights of way, including Caltrans rights of way.

Based on Atlas Lab's unique relationship to the project, as well as contributions they have made to date, any prime contractor would likely have to work through/with Atlas Lab to successfully complete this project, especially while adhering to Caltrans procedures and narrow timeframes. This, coupled with their ability to fulfill the unique and highly specialized professional services required for this project, means that going to bid and awarding a contract to another would be undesirable and impractical. Therefore, we recommend awarding a sole source contract to Atlas Lab to complete the design and construction management aspects for the Mariposa Gateway Project. Actually construction of the project will be by a contractor chosen through a competitive bidding process.

Attachment: 220321 Memo for Sole Source [Revision 1] (RES-2022-219 : Caltrans Cooperative Agreement // Gateways)

CLEAN CALIFORNIA ENHANCEMENT PROPOSAL

I. PROJECT DESCRIPTION

1.1 PROJECT INFORMATION

DISTRICT	PROJECT TITLE	CONTACT NAME	COUNTY	ROUTE	PM
10	Mariposa Gateway Project	Sam Sherman	Mariposa	140	21.2/22.1

1.2 PROJECT OVERVIEW

EA or Project ID: 10-1P570 ☒ENHANCED INFRASTRUCTURE – Beautification Project ☐ ENHANCED INFRASTRUCTURE– Safety Measures	☐ 2021/22 RTL Performance Measure: Art Installations Number: _____ Beautification Sites Number: _____ Safety Measure Sites Number: _____ Estimated Jobs Created Number: _____	☒ 2022/23 RTL Performance Measure: Art Installations Number: 3 Beautification Sites Number: 2 Safety Measure Sites Number: _____ Estimated Jobs Created Number: 17

Estimated Installation/Construction Complete Estimated Construction Contract Acceptance	Date: 5/31/23 *((before June 30, 2023)* Date: 5/31/23
☒ Agreement Required?	*A Maintenance Agreement may be required; A Coop Agreement is proposed for MPA Co. to implement the project.*
☒ Combined with other Clean California Projects or activities.	Possibly coordinated with Local Grant Project to Mariposa Creek Parkway project; also complements SR 140 Mariposa Pedestrian Safety Project, currently under construction.

DES Support (if applicable) - identify support needed from DES Structures	Transportation Art (if applicable) - identify how the transportation art will be procured for this project	Contract Delivery Method – identify how the project will be delivered
☐ Non-Standard structural features ☐ Monument Design ☐ Bridge/ structures aesthetics ☐ Other: (add specific) _____	☒ Cooperative agreement ☐ Assistance from public art consultant	☐ Work order ☐ Minor B (HM-B) ☐ Minor A (HM-A) ☐ Design/Bid/Build Major ☐ Job order contract (JOC) ☐ combined with a transportation project prior to RTL ☐ combined with a transportation project via CCO ☒ Other (specify): Encroachment Permit

Long Term Maintenance Responsibility ☐ Caltrans ☒ Local Agency ☐ Other: _____	*(REPLACE TEXT)* List the new roadside assets created by this project that will require long term maintenance.

1.3 PROJECT DESCRIPTION

Plan, coordinate and install Gateway monuments with associated landscape spaces on SR 140 at the north and south junctions with SR 49 in Town of Mariposa. Additionally, consideration will be given to installing several murals. A landscaped portlet on SR 140 within the town limits is also proposed.

Mariposa is main gateway to Yosemite, which receives over 4 million visitors. A portion of Mariposa is also a registered historical district and is currently receiving extensive context sensitive pedestrian safety measures. It is

Attachment: 220130 Caltrans Grant Application__ (RES-2022-219 : Caltrans Cooperative Agreement // Gateways)

proposed to initiate a comprehensive engagement plan, collaborating with the Southern Miwuk Nation and Community to develop and construct several gateway monuments. The gateway features will complement the recently implemented pedestrian safety features within the Town of Mariposa, being constructed under Project 10-0Y6004.

1.4 PURPOSE AND NEED

Purpose: Provide gateway features to enhance the driving experience of visitors and tourists who visit and travel through Mariposa.

Need: Yosemite is destination for over 4 million visitors a year and Town of Mariposa is one of the main gateways to this destination as well as crossroad of SR 49 and SR 140. Mariposa lacks any significant gateway signage that would help guide visitors to experience the uniqueness of history of this regions significant and historical destinations.

1.5 MAP

See Attachment A for a project location map.

1.6 COST

Project Phase	Estimated Cost (x1,000)
ENVIRONMENTAL	$20
PS&E	$50
R/W (SUPPORT)	$5
R/W (CAPITAL)	$0
CON (SUPPORT)	$45
CON (CAPITAL)	$850
TOTAL*	$970

*By signing this proposal, District certifies acknowledgement that funding estimate above will be the only funding allocated for this proposed project through the Clean California Program. Cost overruns for support and/or capital costs will require the District to adjust the scope of this project or another Clean California project, or identify other sources of funding.

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1.7 SCHEDULE	
Project Phase	**Completion Date**
CCEP Approval	11/30/2021
CC-SDR Approval (including ED)	6/30/2022
R/W Certification	10/30/2022
Ready to List (RTL)	10/31/2022
Advertise	11/21//2023
Award	1/20/2023
Construction Complete	5/31/2023
Construction Contract Acceptance (CCA)	5/31/2023
End Project	6/29/2023

1.8 KNOWN CONCERNS OR RISKS

Known environmental concerns or risks	Known right-of-way concerns or risks
☒ No ☐ Yes	☒ No ☐ Yes

1) *Risk that reasonable solution to maintain and/or maintenance agreement can not be agreed upon in time.*
2) *Adding Portlets to the project may be risky as this hasn't been well defined and/or approved by Caltrans.*

II. LOCAL ALIGNMENT

2.1 LOCAL ALIGNMENT

Mariposa is currently developing the Mariposa Creek Parkway Project. The Arts Council has allocated $150,000 to create public art installation in partnership with the SSMN. Mariposa has alt received $4.4M from the ATP to build a linear park and class I mule-use trail. Many of the improvements were recommended in the Mariposa Creek Parkway Master Plan (funded thru Caltrans grant). The Clean California proposed gateway features will be planned, designed and constructed incoordination with these adjacent improvements, using the community engagement strategies adopted recently with the Mariposa County Creative Placemaking Strategy.

III. COMMUNITY ENGAGEMENT

3.1 COMMUNITY ENGAGEMENT INFLUENCE

Mariposa County Stakeholders were consulted in the initial call for projects. A more comprehensive engagement plan is proposed to finalize gateway locations and landscaping options. **This project will utilize the Creative Placemaking Strategy, which was adopted by the Board of Supervisors. This document exists precisely for opportunities like this one, which we think will serve as a great resource to drive the community design process for gateway development.**

No known groups oppose this project. See the Public Engagement Plan (PEP), Attachment B.

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IV. UNDERSERVED or HISTORICALLY EXCLUDED COMMUNITIES

4.1 ANALYSIS

Is the project located in an underserved or historically excluded community?
☒ Yes
☐ No
☐ partially located in an underserved community

List the communities:
- Mariposa
- Southern Miwuk Nation

What was the basis for determining if any part of project is located in an historically excluded community: (only check a box if in or partially in an historically excluded community)
a. ☒ Median Household Income
b. ☐ CalEnviroScreen 3.0
c. ☐ Free or Reduced Price School Meals
d. ☐ Healthy Places Index
e. ☐ Native American Tribal Lands
f. ☐ Other

Census Tract 1.01qualifies as disadvantaged on the medium income criterion.

4.2 BENEFITS TO UNDERSERVED or HISTORICALLY EXCLUDED COMMUNITY

This project will be developed in coordination with local tribe(s). Although Town of Mariposa does not appear on CalEnviroScreen analysis, Mariposa and Yosemite are a destination for all, including residents of historically underserved communities.

V. ADDITIONAL ATTACHMENTS

5.1 SUPPLEMENTAL MATERIALS

Attachment A: Project Location Map
Attachment B: Public Engagement Plan
Attachment C: Proposed Layout, landscape locations, and gateway concepts

Attachment: 220130 Caltrans Grant Application__ (RES-2022-219 : Caltrans Cooperative Agreement // Gateways)

Prepared by:

Sam Sherman — 01/07/2022

Sam Sherman
Licensed Professional (Registered PE or Licensed Landscape Architect)

Date

Concurrence by:

Mauricio Serrano — 01/07/2022

Mauricio Serrano
D10 Deputy District Director Maintenance

Date

Approval Recommended by:

Sam Sherman — 01/07/2022

Sam Sherman
Acting D10 District Clean California Coordinator

Date

Approved by:

Dennis T. Agar — 01/07/2022

Dennis T. Agar
D10 District Director

Date

Concurrence by:

Joy Tite — 01/08/2022

Joy Tite
HQ Project Delivery Clean California Beautification Program Coordinator

Date

Acceptance by:

Adnan Maiah — 01/08/2022

Adnan Maiah
HQ Clean California Program Director

Date

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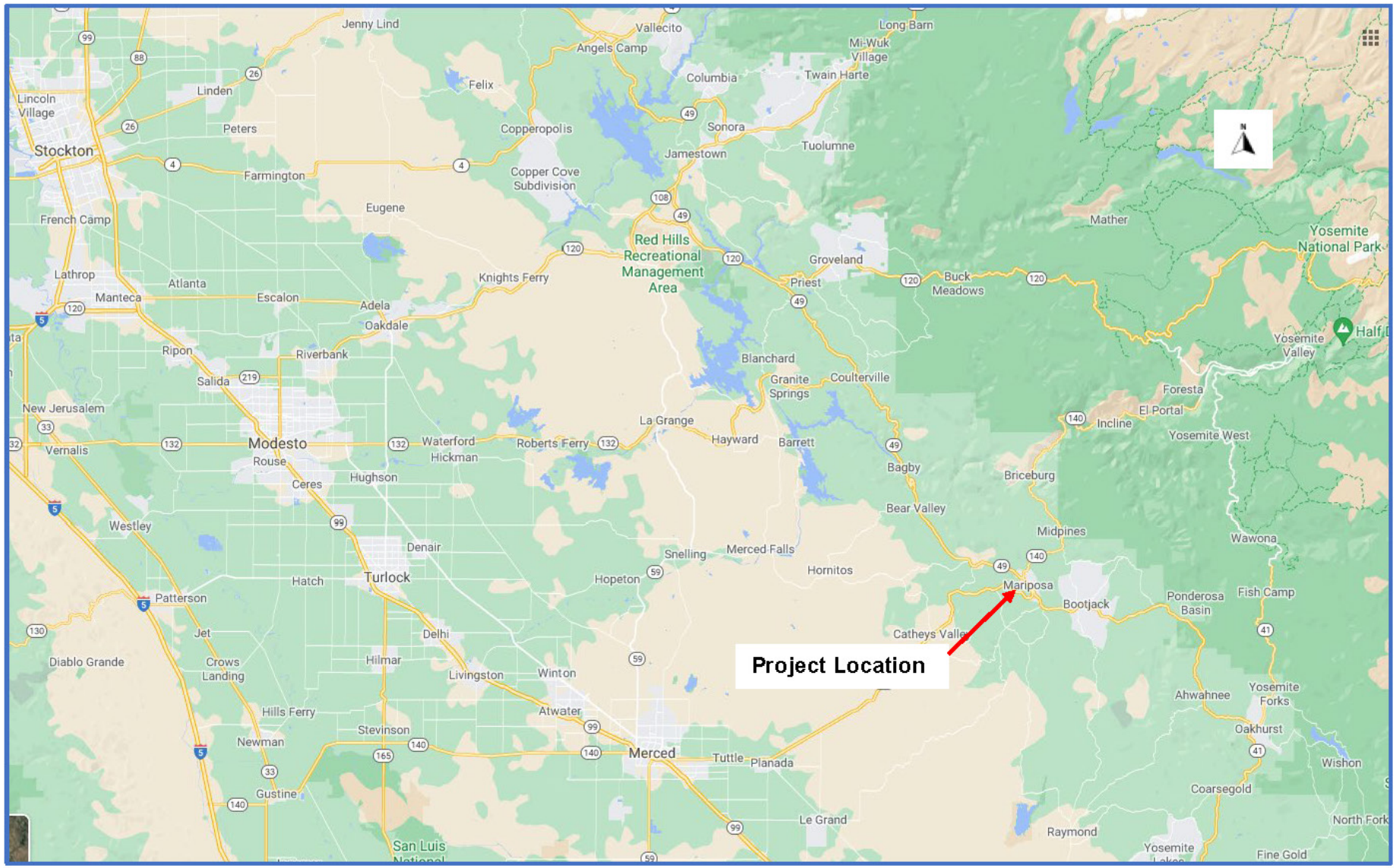
ATTACHMENT A – LOCATION MAP



Public Engagement Plan
Template
September 1, 2021

PROJECT INFORMATION					
DISTRICT	PROJECT TITLE	CONTACT NAME	COUNTY	ROUTE	PM
10	Mariposa Gateway Enhancement Initiative	Mikey Goralnik, Mariposa	Mariposa	SR-140/49	21.2/22.1

1. PUBLIC ENGAGEMENT GOALS & OBJECTIVES

Public Engagement Goals	Public Engagement Objectives
• Receive meaningful, actionable input from diverse local stakeholders • Cultivate project buy-in and public support for the final recommended enhancements • Leverage public engagement activities to activate and promote safety in the public ream	• Co-design and implement the public engagement process with local stakeholders who represent diverse constituencies, including historically disadvantaged community segments • Apply place-based engagement practices that allow equitable participation for a variety of community members • Explore innovative opportunities to incorporate art and design into the public engagement process to both promote the project and engagement milestones, and demonstrate sound creative placemaking principles through public engagement.

2. PUBLIC ENGAGEMENT PURPOSE & NEED

Provide a general description of why the public is involved and what elements of the project are flexible and open to change. Identify general or specific elements that can be modified based on stakeholder feedback.

The proposed project would design and install gateway elements along SR-140/49 at the northern and southern entrances to the Town of Mariposa. These gateway elements are intended to express local sense of place and identity, and while also striving to achieve other community benefits, such as increasing pollinator habitat, treating stormwater, and/or promoting pedestrian safety at key intersections. In order for this project to be successful, the community must have ample opportunity to share their perspectives on the notions of local identity that are expressed in the gateways, and the shape the gateways to ensure that they effectively express the themes and stories that the community supports. Accordingly, virtually every aspect of the proposed project—including form, materiality, scale, and general concept--is flexible and able to be modified based on stakeholder feedback.

3. TARGET AUDIENCE

Provide information on the target audience including any groups that should be included in the engagement efforts.

While the project relies on input from the entire Mariposa community, a special emphasis will be made to collect input from disadvantaged members of the community who have historically been marginalized from community planning and design initiatives. These include youth and the Southern Sierra Miwuk Nation, which is the largest Indigenous population in Mariposa County. Other key stakeholder groups will include downtown business owners, the Mariposa County Arts Council, and the Mariposa County Creative Placemaking Strategy

Attachment: 220130 Caltrans Grant Application__ (RES-2022-219 : Caltrans Cooperative Agreement // Gateways)

Advisory Committee, which is an official, Brown Act-compliant committee appointed by the Board of Supervisors to provide guidance and make recommendations on public art and design issues in the county.

4. SCHEDULE, PHASES & PUBLIC ENGAGEMENT ACTIVITIES

Proposal Phase	Design Phase
Target date for completion of Proposal Engagement Activities: 2/28/22	Target date for completion of Design Engagement Activities: 9/30/22
Outreach and Engagement activities during the proposal phase: • Develop initial concepts with project steering committee •	Outreach and Engagement activities during the design phase: • Refine initial concepts with project steering committee and consultant team • Public meetings on initial concepts • Online survey on initial concepts • Public meetings on refined concepts • Online survey on refined concepts

5. DOCUMENTING ENGAGEMENT RESULTS

Describe how the outcome of the engagement activities are documented. Explain how the activities will be tracked, compiled, and analyzed. Describe the plan for integrating the results into the project.

At each milestone in the public engagement process, the project team will produce a summary memo documenting the decisions made at that phase. The memo will synthesize the key points into takeaways for the next step in the project development process, including a plan for integrating community input and related decisions into the final design.

6. PERFORMANCE METRICS

Describe how performance metrics will be collected and analyzed. Consider using sign-in sheets, polling, surveys, social media analytics, and digital data to support the performance metrics support.

The engagement plan relies on both in-person and digital techniques, enabling the project team to both cast a wider net throughout the community and providing multiple opportunities to track the performance of the engagement approach. In the digital space, this includes the use of online surveys and social media analytics, while in the physical space this includes using sign-in sheets to both track participation and collect participants' contact information for follow-up.

7. MODIFICATIONS TO THE PUBLIC ENGAGEMENT PLAN

Describe modifications to the PEP that took place through the project.

No modifications have been made to the PEP.

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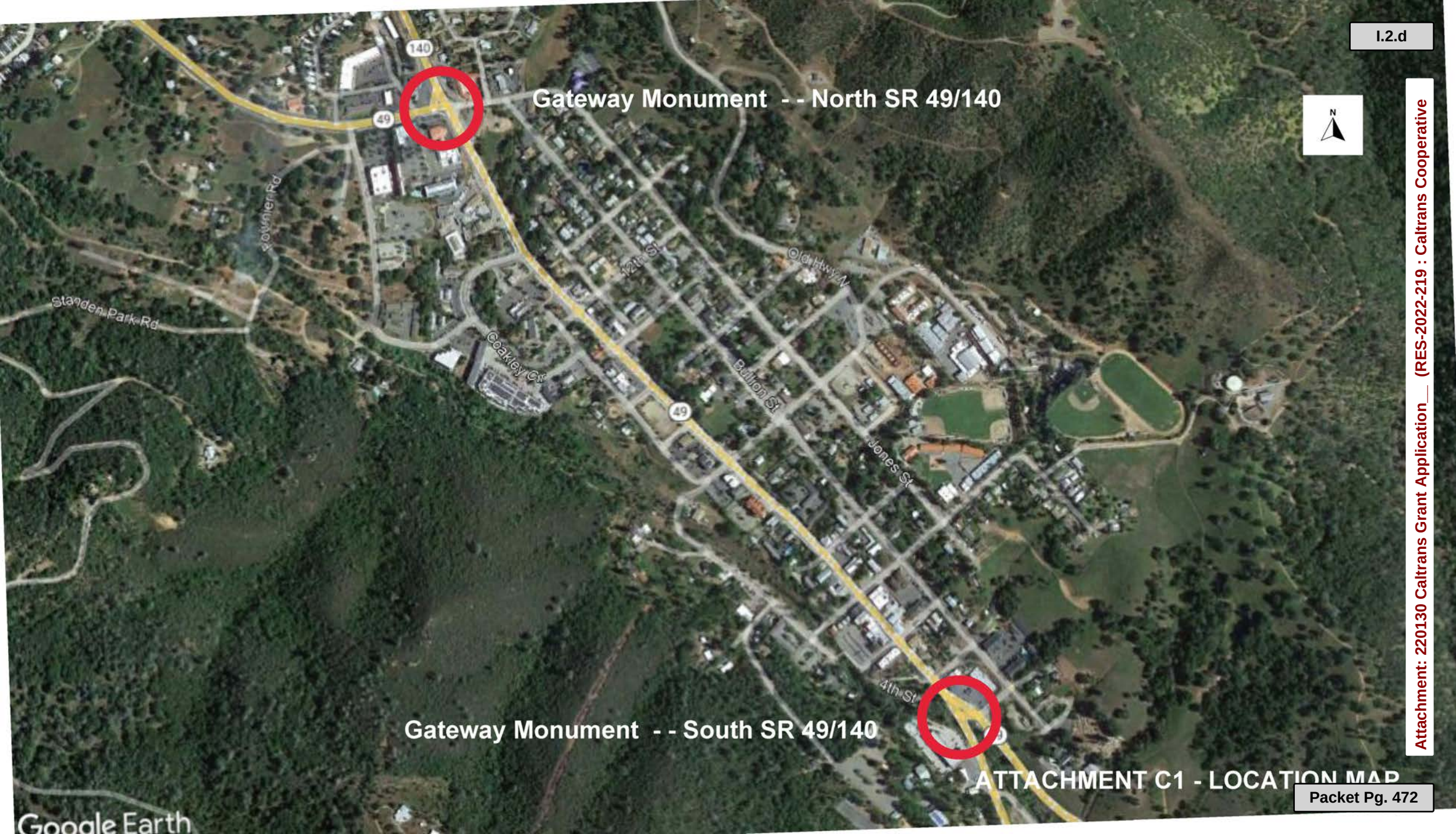
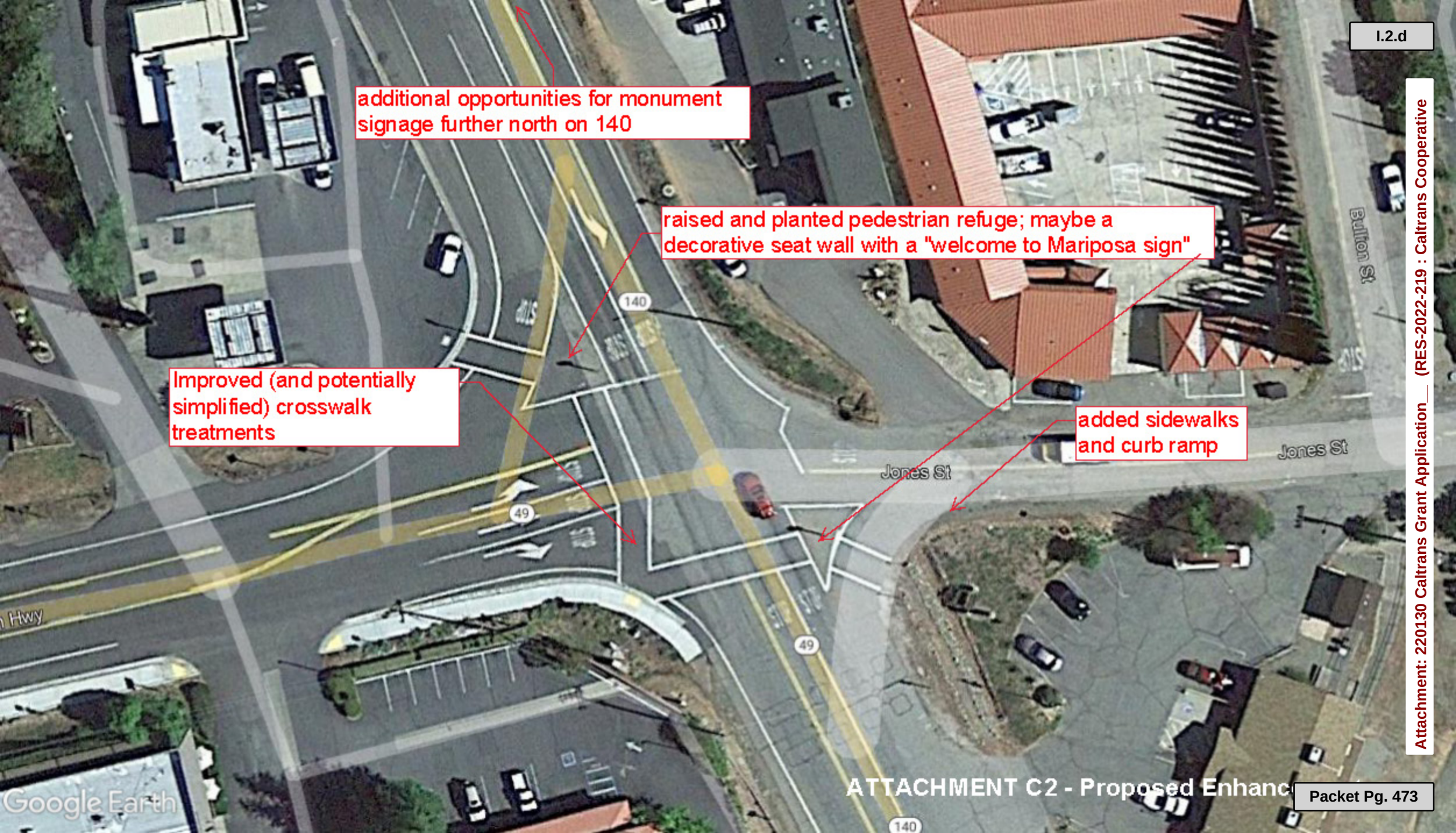


ATTACHMENT C1 - LOCATION MAP

Attachment: 220130 Caltrans Grant Application__ (RES-2022-219 : Caltrans Cooperative



ATTACHMENT C2 - Proposed Enhanc

Attachment: 220130 Caltrans Grant Application__ (RES-2022-219 : Caltrans Cooperative

ATTACHMENT C3 – EXAMPLE GATEWAY

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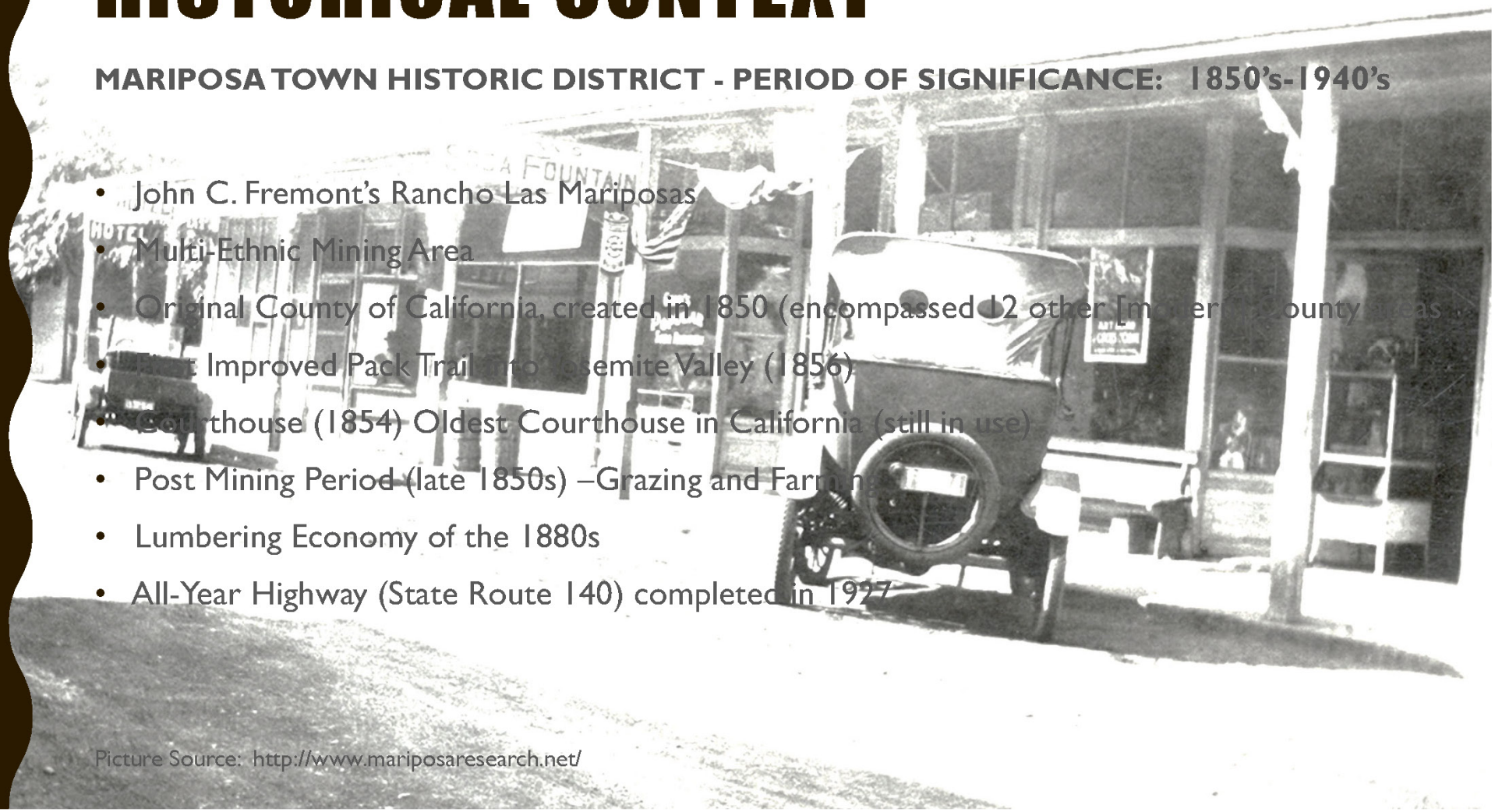
HISTORICAL CONTEXT

MARIPOSA TOWN HISTORIC DISTRICT - PERIOD OF SIGNIFICANCE: 1850's-1940's



- John C. Fremont's Rancho Las Mariposas
- Multi-Ethnic Mining Area
- Original County of California, created in 1850 (encompassed 12 other [illegible] County [illegible]as)
- [illegible] Improved Pack Trail into Yosemite Valley (1856)
- Courthouse (1854) Oldest Courthouse in California (still in use)
- Post Mining Period (late 1850s) –Grazing and Farming
- Lumbering Economy of the 1880s
- All-Year Highway (State Route 140) completed in 1927

Picture Source: http://www.mariposaresearch.net/

Attachment: 220130 Caltrans Grant Application__ (RES-2022-219 : Caltrans Cooperative Agreement //

Attached is a final copy of Clean Calif State Beautify Project 10-1P570 - Mariposa Gateway Project

Final Audit Report 2022-01-09

Created:	2022-01-07
By:	Sam Sherman (s140014@dot.ca.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAATzs2nl1tXhtnAtxSISwhlptVUcSueZL

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Document e-signed by Adnan Maiah (adnan.maiah@dot.ca.gov)
Signature Date: 2022-01-09 - 6:09:28 AM GMT - Time Source: server

Agreement completed.
2022-01-09 - 6:09:28 AM GMT

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COOPERATIVE AGREEMENT COVER SHEET

Work Description

PLAN, COORDINATE AND INSTALL GATEWAY MONUMENTS WITH ASSOCIATED LANDSCAPE SPACES ON SR 140 AT THE NORTH AND SOUTH JUNCTIONS WITH SR 49 IN TOWN OF MARIPOSA. ADDITIONALLY, SEVERAL MURALS ARE PROPOSED TO BE IMPLEMENTED ALONG WITH A LANDSCAPED PORTLET ON SR 140 WITHIN THE TOWN LIMITS. MORE DETAILED DESCRIPTION IS INCLUDED IN THE ATTACHED MARIPOSA GATEWAY & MURAL PROJECT FINAL ENHANCEMENT PROPOSAL

Contact Information

CALTRANS

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Stockton, CA 95205

Office Phone: (209) 482-2575

Email: sam.sherman@dot.ca.gov

MARIPOSA COUNTY

Mikey Goralnik, Community Design and Development Planner

5100 Bullion Street

Mariposa, CA 95338

Office Phone: (209) 742-1222

Email: mgoralnik@mariposacounty.org

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Attachment: Draft Agreement 10-0546_EA 1P570_Clean CA_3.18.21_SS [Revision 2] (RES-2022-219 : Caltrans Cooperative Agreement //

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Attachment: Draft Agreement 10-0546_EA 1P570_Clean CA_3.18.21_SS [Revision 2] (RES-2022-219 : Caltrans Cooperative Agreement //

This AGREEMENT is not pre-approved for the following reasons:

(Do not remove until HQ review is complete)

1. The Office of Cooperative Agreements must review this agreement.

Please note:

1. Caltrans administered funds must be expended proportionally with all other funds. All project funds must be shown in the Funding Summary. Local funds committed to the project cannot be omitted from the funding summary.

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Attachment: Draft Agreement 10-0546_EA 1P570_Clean CA_3.18.21_SS [Revision 2] (RES-2022-219 : Caltrans Cooperative Agreement //

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COOPERATIVE AGREEMENT

This AGREEMENT, executed on and effective from _____, is between the State of California, acting through its Department of Transportation, referred to as CALTRANS, and:

Mariposa County, a political subdivision of the State of California, referred to hereinafter as COUNTY.

An individual signatory agency in this AGREEMENT is referred to as a PARTY. Collectively, the signatory agencies in this AGREEMENT are referred to as PARTIES.

RECITALS

1. PARTIES are authorized to enter into a cooperative agreement for improvements to the State Highway System per the California Streets and Highways Code, Sections 114 and 130.

2. For the purpose of this AGREEMENT, *Plan, coordinate and install Gateway monuments with associated landscape spaces on SR 140 at the north and south junctions with SR 49 in Town of Mariposa. Additionally, several murals are proposed to be implemented along with a landscaped portlet on SR 140 within the town limits. More detailed description is included in the attached Mariposa Gateway & Mural Project Final Enhancement Proposal* will be referred to hereinafter as PROJECT. The PROJECT scope of work is defined in the project initiation and approval documents (e.g. Project Study Report, Design Engineering Evaluation Report, or Project Report).

3. All obligations and responsibilities assigned in this AGREEMENT to complete the following PROJECT COMPONENTS will be referred to hereinafter as WORK:

   - PROJECT APPROVAL AND ENVIRONMENTAL DOCUMENT (PA&ED)
   - PLANS, SPECIFICATIONS, AND ESTIMATE (PS&E)
   - CONSTRUCTION

   Each PROJECT COMPONENT is defined in the CALTRANS Workplan Standards Guide as a distinct group of activities/products in the project planning and development process.

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4. The term AGREEMENT, as used herein, includes this document and any attachments, exhibits, and amendments.

   This AGREEMENT is separate from and does not modify or replace any other cooperative agreement or memorandum of understanding between the PARTIES regarding the PROJECT.

   PARTIES intend this AGREEMENT to be their final expression that supersedes any oral understanding or writings pertaining to the WORK. The requirements of this AGREEMENT will preside over any conflicting requirements in any documents that are made an express part of this AGREEMENT.

   If any provisions in this AGREEMENT are found by a court of competent jurisdiction to be, or are in fact, illegal, inoperative, or unenforceable, those provisions do not render any or all other AGREEMENT provisions invalid, inoperative, or unenforceable, and those provisions will be automatically severed from this AGREEMENT.

   Except as otherwise provided in the AGREEMENT, PARTIES will execute a written amendment if there are any changes to the terms of this AGREEMENT.

   PARTIES agree to sign a CLOSURE STATEMENT to terminate this AGREEMENT. However, all indemnification, document retention, audit, claims, environmental commitment, legal challenge, maintenance and ownership articles will remain in effect until terminated or modified in writing by mutual agreement or expire by the statute of limitations.

5. CALTRANS is developing the R/W Certification.

6. In this AGREEMENT capitalized words represent defined terms, initialisms, or acronyms.

7. PARTIES hereby set forth the terms, covenants, and conditions of this AGREEMENT.

RESPONSIBILITIES

Sponsorship

8. A SPONSOR is responsible for establishing the scope of the PROJECT and securing the financial resources to fund the WORK. A SPONSOR is responsible for securing additional funds when necessary or implementing PROJECT changes to ensure the WORK can be completed with the funds obligated in this AGREEMENT.

   PROJECT changes, as described in the CALTRANS Project Development Procedures Manual, will be approved by CALTRANS as the owner/operator of the State Highway System.

9. COUNTY is the SPONSOR for the WORK in this AGREEMENT.

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Implementing Agency

10. The IMPLEMENTING AGENCY is the PARTY responsible for managing the scope, cost, schedule, and quality of the work activities and products of a PROJECT COMPONENT.

    - COUNTY is the Project Approval and Environmental Document (PA&ED) IMPLEMENTING AGENCY.

      PA&ED includes the completion of the Final Environmental Document and the Project Report (documenting the project alternative selection).

    - COUNTY is the Plans, Specifications, and Estimate (PS&E) IMPLEMENTING AGENCY.

      PS&E includes the development of the plans, specifications, and estimate; obtaining any resource agency permits; and the advertisement/award of the construction contract.

    - COUNTY is the CONSTRUCTION IMPLEMENTING AGENCY.

      CONSTRUCTION includes construction contract administration, surveying/staking, inspection, quality assurance, and assuring regulatory compliance. The CONSTRUCTION component budget identifies the capital costs of the construction contract/furnished materials (CONSTRUCTION CAPITAL) and the cost of the staff work in support of the construction contract administration (CONSTRUCTION SUPPORT).

11. COUNTY will provide a Quality Management Plan (QMP) for the WORK in every PROJECT COMPONENT that they are the IMPLEMENTING AGENCY of. The QMP describes the IMPLEMENTING AGENCY's quality policy and how it will be used. The QMP will include a process for resolving disputes between the PARTIES at the team level. The QMP is subject to CALTRANS review and approval.

12. Any PARTY responsible for completing WORK will make its personnel and consultants that prepare WORK available to help resolve WORK-related problems and changes for the entire duration of the PROJECT including PROJECT work that may occur under separate agreements.

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Funding

13. Funding sources, PARTIES committing funds, funding amounts, and invoicing/payment details are documented in the Funding Summary section of this AGREEMENT.

    PARTIES will amend this AGREEMENT by updating and replacing the Funding Summary, in its entirety, each time the funding details change. Funding Summary replacements will be executed by a legally authorized representative of the respective PARTIES. The most current fully executed Funding Summary supersedes any previous Funding Summary created for this AGREEMENT.

14. PARTIES will not be reimbursed for costs beyond the funds obligated in this AGREEMENT.

15. Unless otherwise documented in the Funding Summary, overall liability for project costs within a PROJECT COMPONENT will be in proportion to the amount contributed to that PROJECT COMPONENT by each fund type.

16. Unless otherwise documented in the Funding Summary, any savings recognized within a PROJECT COMPONENT will be credited or reimbursed, when allowed by policy or law, in proportion to the amount contributed to that PROJECT COMPONENT by each fund type.

17. WORK costs, except those that are specifically excluded in this AGREEMENT, are to be paid from the funds obligated in the Funding Summary. Costs that are specifically excluded from the funds obligated in this AGREEMENT are to be paid by the PARTY incurring the costs from funds that are independent of this AGREEMENT.

CALTRANS' Quality Management

18. CALTRANS, as the owner/operator of the State Highway System (SHS), will perform quality management work including Quality Management Assessment (QMA), environmental document quality control, and owner/operator approvals for the portions of WORK within the existing and proposed SHS right-of-way.

19. CALTRANS' Quality Management Assessment (QMA) efforts are to ensure that COUNTY's quality assurance results in WORK that is in accordance with the applicable standards and the PROJECT's quality management plan (QMP). QMA does not include any efforts necessary to develop or deliver WORK or any validation by verifying or rechecking WORK.

    When CALTRANS performs QMA, it does so for its own benefit. No one can assign liability to CALTRANS due to its QMA.

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20. CALTRANS, as the owner/operator of the State Highway System, will approve WORK products in accordance with CALTRANS policies and guidance and as indicated in this AGREEMENT.

21. Per National Environmental Policy Act (NEPA) assignment and California Environmental Quality Act (CEQA) statutes, CALTRANS will perform environmental document quality control and NEPA assignment review procedures for environmental documentation. CALTRANS quality control and quality assurance procedures for all environmental documents are described in the NEPA Assignments memorandums, available at https://dot.ca.gov/-/media/dot-media/programs/environmental-analysis/documents/ser/nepa-recordretention-policy-final-ally.pdf. This also includes the independent judgement analysis and determination under CEQA that the environmental documentation meets CEQA requirements.

22. COUNTY will provide WORK-related products and supporting documentation upon CALTRANS' request for the purpose of CALTRANS' quality management work.

23. COUNTY, including any employee, agent, consultant or sub-consultant retained by the COUNTY, shall implement uniform document control policies necessary to retain all records and electronically stored information associated with the WORK, including but not limited to those records identified in California Public Resources Code, Section 21167.6, and including email and attachments, in a manner consistent with the CALTRANS Uniform Filing System and the "Final Caltrans Environmental Records Retention Policy", available at https://dot.ca.gov/-/media/dot-media/programs/environmental-analysis/documents/nepa-recordretention-policy-final-a11y.pdf. These records, along with an index of the records, shall be provided to CALTRANS within 60 days of CALTRANS' written request.

CEQA/NEPA Lead Agency

24. CALTRANS is the CEQA Lead Agency for the PROJECT.

25. CALTRANS is the NEPA Lead Agency for the PROJECT.

Environmental Permits, Approvals and Agreements

26. PARTIES will comply with the commitments and conditions set forth in the environmental documentation, environmental permits, approvals, and applicable agreements as those commitments and conditions apply to each PARTY's responsibilities in this AGREEMENT.

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27. Unless otherwise assigned in this AGREEMENT, the IMPLEMENTING AGENCY for a PROJECT COMPONENT is responsible for all PROJECT COMPONENT WORK associated with coordinating, obtaining, implementing, renewing, and amending the PROJECT permits, agreements, and approvals whether they are identified in the planned project scope of work or become necessary in the course of completing the PROJECT.

28. It is expected that the PROJECT will not require environmental permits/approvals.

Project Approval and Environmental Document (PA&ED)

29. As the PA&ED IMPLEMENTING AGENCY, COUNTY is responsible for all PA&ED WORK except those activities and responsibilities that are assigned to another PARTY and those activities that are excluded under this AGREEMENT.

30. CALTRANS will be responsible for completing the following PA&ED activities:

CALTRANS Work Breakdown Structure Identifier (If Applicable)	AGREEMENT Funded Cost
100.10.10.xx Quality Management	No
165.15.15.xx Section 7 Consultation	Yes
165.25.25 Approval to Circulate Resolution	Yes
180.10.05.05.xx CEQA Lead Final Env. Doc QA/QC and Approval	Yes
180.10.05.45 Section 7 Consultation	Yes
180.15.10 Notice of Determination (CEQA)	Yes

31. Any PARTY preparing environmental documentation, including studies and reports, will ensure that qualified personnel remain available to help resolve environmental issues and perform any necessary work to ensure that the PROJECT remains in environmental compliance.

32. COUNTY will provide written notice of the initiation of environmental studies to the CEQA and NEPA Lead Agencies prior to completing any other PA&ED phase work.

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California Environmental Quality Act (CEQA)

33. Environmental documentation will be prepared in compliance with the California Public Resources Code §§ 21080.3.1(d)(e). CALTRANS will provide, and COUNTY will use, a letter template and a list of California Native American tribes requesting notification. COUNTY will prepare consultation documentation for CALTRANS' signature and transmittal in compliance with the statutorily required time frames.

34. The CEQA Lead Agency will determine the type of CEQA documentation and will cause that documentation to be prepared in accordance with CEQA requirements.

35. Any PARTY involved in the preparation of CEQA documentation will prepare the documentation to meet CEQA requirements and follow the CEQA Lead Agency's standards that apply to the CEQA process.

36. Any PARTY preparing any portion of the CEQA documentation, including any studies and reports, will submit that portion of the documentation to the CEQA Lead Agency for review, comment, and approval at appropriate stages of development prior to public availability.

37. COUNTY will submit CEQA-related public notices to CALTRANS for review, comment, and approval prior to publication and circulation.

38. COUNTY will submit all CEQA-related public meeting materials to the CEQA Lead Agency for review, comment, and approval at least ten (10) working days prior to the public meeting date.

    If the CEQA Lead Agency makes any changes to the materials, then the CEQA Lead Agency will allow COUNTY to review, comment, and concur on those changes at least three (3) working days prior to the public meeting date. The CEQA Lead Agency has final approval authority over all CEQA documentation.

39. The CEQA Lead Agency will attend all CEQA-related public meetings.

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40. If a PARTY who is not the CEQA Lead Agency holds a public meeting about the PROJECT, that PARTY must clearly state its role in the PROJECT and the identity of the CEQA Lead Agency on all meeting publications. All meeting publications must also inform the attendees that public comments collected at the meetings are not part of the CEQA public review process.

    That PARTY will submit all meeting advertisements, agendas, exhibits, handouts, and materials to the CEQA Lead Agency for review, comment, and approval at least ten (10) working days prior to publication or use. If that PARTY makes any changes to the materials, it will allow the CEQA Lead Agency to review, comment on, and approve those changes at least three (3) working days prior to the public meeting date.

    The CEQA Lead Agency maintains final editorial control with respect to text or graphics that could lead to public confusion over CEQA-related roles and responsibilities.

Plans, Specifications, and Estimate (PS&E)

41. As the PS&E IMPLEMENTING AGENCY, COUNTY is responsible for all PS&E WORK except those activities and responsibilities that are assigned to another PARTY and those activities that are excluded under this AGREEMENT.

42. CALTRANS will be responsible for completing the following PS&E activities:

CALTRANS Work Breakdown Structure Identifier (If Applicable)	AGREEMENT Funded Cost
100.15.10.xx Quality Management	No

43. COUNTY will prepare Utility Conflict Maps identifying the accommodation, protection, relocation, or removal of any existing utility facilities that conflict with construction of the PROJECT or that violate CALTRANS' encroachment policy.

    COUNTY will provide CALTRANS a copy of Utility Conflict Maps for CALTRANS' concurrence prior to issuing the Notices to Owner and executing the utility agreement. All utility conflicts will be addressed in the PROJECT plans, specifications, and estimate.

44. COUNTY will determine the cost to positively identify and locate, accommodate, protect, relocate, or remove any utility facilities whether inside or outside the State Highway System right-of-way in accordance with federal and California laws and regulations, and CALTRANS' policies, procedures, standards, practices, and applicable agreements including but not limited to Freeway Master Contracts.

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CONSTRUCTION

45. As the CONSTRUCTION IMPLEMENTING AGENCY, COUNTY is responsible for all CONSTRUCTION WORK except those activities and responsibilities that are assigned to another PARTY and those activities that are excluded under this AGREEMENT.

46. CALTRANS will be responsible for completing the following CONSTRUCTION SUPPORT activities:

CALTRANS Work Breakdown Structure Identifier (If Applicable)	AGREEMENT Funded Cost
100.20.10.xx Quality Management	No

47. Physical and legal possession of the right-of-way must be completed prior to advertising the construction contract, unless PARTIES mutually agree to other arrangements in writing.

48. Right-of-way conveyances must be completed prior to WORK completion, unless PARTIES mutually agree to other arrangements in writing.

49. COUNTY will include a Disadvantaged Business Enterprise (DBE) utilization goal in the PROJECT construction contract(s) in accordance with the Local Assistance Procedures Manual. COUNTY will award the construction contract to the lowest responsive bidder who makes a Good Faith Effort to meet the DBE goal.

50. CALTRANS will not issue an encroachment permit to COUNTY for construction work until the following conditions are met:

- CALTRANS accepts the final plans, specifications, and estimate
- CALTRANS accepts the Right-of-Way Certification
- Any new or amended maintenance agreements required for the WORK are executed.

51. COUNTY will require the construction contractor to furnish payment and performance bonds naming COUNTY as obligee, and CALTRANS as additional obligee, and to carry liability insurance in accordance with CALTRANS Standard Specifications.

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52. COUNTY will advertise, open bids, award, and approve the construction contract in accordance with the California Public Contract Code and the California Labor Code. By accepting responsibility to advertise and award the construction contract, COUNTY also accepts responsibility to administer the construction contract.

53. If the lowest responsible construction contract bid is greater than the funding commitment to CONSTRUCTION CAPITAL, PARTIES must agree in writing on a course of action within fifteen (15) working days. If no agreement is reached within fifteen (15) work days the IMPLEMENTING AGENCY will not award the construction contract.

54. CALTRANS will not issue an encroachment permit to COUNTY's construction contractor until CALTRANS accepts:

    - The payment and performance bonds
    - The CONSTRUCTION Quality Management Plan

55. The CONSTRUCTION Quality Management Plan (QMP) will describe how construction material verification and workmanship inspections will be performed at manufacturing sources and the PROJECT job-site. The construction material and Source Inspection QMP (SIQMP) are subject to review and approval by the State Materials Engineer.

56. The CONSTRUCTION Quality Management Plan will address the radiation safety requirements of the California Code of Regulations 17 CCR § 30346 when the work requires Gamma-Gamma Logging acceptance testing for Cast in Drilled Hole (CIDH) pile or whenever else it is applicable. In accordance with these regulations COUNTY, as the "well operator", will have a written agreement with any consultant or external entity performing these tests.

57. COUNTY will provide a Resident Engineer and CONSTRUCTION SUPPORT staff that are independent of the construction contractor. The Resident Engineer will be a Civil Engineer, licensed in the State of California, who is responsible for construction contract administration activities.

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58. COUNTY will implement changes to the construction contract through Change Orders. PARTIES will review and concur on all Change Orders over $10,000.

59. CALTRANS will review and concur with:

- Change Orders affecting public safety, public convenience, protected environmental resources, the preservation of property, all design and specification changes, and all major changes as defined in the CALTRANS Construction Manual. These Change Orders must receive written concurrence by CALTRANS prior to implementation.

- The Stormwater Pollution Prevention Plan (SWPPP) or the Water Pollution Control Plan (WPCP).

60. COUNTY will administer and process all construction contract claims pursuant to the requirements set forth under Public Contract Code, Section 9204. In addition, all public works claims of $375,000 or less shall be resolved in accordance with Public Contract Code Section 20104, et seq. and other applicable laws.

61. COUNTY is designated as the Legally Responsible Person pursuant to the Construction General Permit, State Water Resources Control Board (SWRCB) Order Number 2009-0009-DWQ, as defined in Appendix 5, Glossary, and assumes all roles and responsibilities assigned to the Legally Responsible Person as mandated by the Construction General Permit. COUNTY is required to comply with the CALTRANS MS4 National Pollutant Discharge Elimination System (NPDES) permit for all work within the State Highway System.

62. As the CONSTRUCTION IMPLEMENTING AGENCY, COUNTY is responsible for maintenance of the State Highway System (SHS) within the PROJECT limits as part of the construction contract until the following conditions are met:

- Any required maintenance agreements are executed for the portions of SHS for which relief of maintenance is to be granted.

- CALTRANS approves a request from COUNTY for relief from maintenance of the PROJECT or a portion thereof.

63. Upon WORK completion, ownership or title to all materials and equipment constructed or installed for the operations and/or maintenance of the State Highway System (SHS) within SHS right-of-way as part of WORK become the property of CALTRANS.

CALTRANS will not accept ownership or title to any materials or equipment constructed or installed outside SHS right-of-way.

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64. Within one hundred eighty (180) calendar days following the completion and acceptance of the PROJECT construction contract, COUNTY will furnish CALTRANS with a complete set of "As-Built" plans and Change Orders, including any changes authorized by CALTRANS, using an approved transfer mechanism, such as a CD ROM, flash drive, Filr. The submitted digital files must be completed in accordance with Caltrans specifications, policies, and manuals, including requirements in Sections 2 and 3, of Chapter 17 in the Project Development Procedures Manual, then current CADD User's Manual (Section 4.3), Plans Preparation Manual, and CALTRANS practice. The plans will have the Resident Engineer's name, contract number, and construction contract acceptance date printed on each plan sheet, and with the Resident Engineer's signature only on the title sheet. The As-Built plans will be in Microstation DGN format, version 8.0. When applicable, the digital submittal must also include high accuracy locating and underground facilities data. In addition, COUNTY will provide one set of As-Built plans and addenda in TIFF format.

    The submittal must also include all CALTRANS requested contract records, and land survey documents. The land survey documents include monument preservation documents and records of surveys prepared to satisfy the requirements of the California Land Surveyors Act (Business and Professions Code, Sections 8700 – 8805). Copies of survey documents and Records of Surveys filed in accordance with Business & Professions Code, Sections 8762 and 8771, will contain the filing information provided by the county in which filed.

Schedule

65. PARTIES will manage the WORK schedule to ensure the timely use of obligated funds and to ensure compliance with any environmental permits, right-of-way agreements, construction contracts, and any other commitments. PARTIES will communicate schedule risks or changes as soon as they are identified and will actively manage and mitigate schedule risks.

66. The IMPLEMENTING AGENCY for each PROJECT COMPONENT will furnish PARTIES with a final report of the WORK completed.

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Additional Provisions

Standards

67. PARTIES will perform all WORK in accordance with federal and California laws, regulations, and standards; Federal Highway Administration (FHWA) standards; and CALTRANS standards. CALTRANS standards include, but are not limited to, the guidance provided in the:

- CADD Users Manual
- CALTRANS policies and directives
- Plans Preparation Manual
- Project Development Procedures Manual (PDPM)
- Workplan Standards Guide
- Standard Environmental Reference
- Highway Design Manual
- Right of Way Manual
- Construction Manual
- Construction Manual Supplement for Local Agency Resident Engineers
- Local Agency Structure Representative Guidelines

Noncompliant Work

68. CALTRANS retains the right to reject noncompliant WORK. COUNTY agrees to suspend WORK upon request by CALTRANS for the purpose of protecting public safety, preserving property rights, and ensuring that all WORK is in the best interest of the State Highway System.

Qualifications

69. Each PARTY will ensure that personnel participating in WORK are appropriately qualified or licensed to perform the tasks assigned to them.

Consultant Selection

70. COUNTY will invite CALTRANS to participate in the selection of any consultants that participate in the WORK.

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Encroachment Permits

71. CALTRANS will issue, upon proper application, the encroachment permits required for WORK within State Highway System (SHS) right-of-way. COUNTY, their contractors, consultants, agents and utility owners will not work within the SHS right-of-way without an encroachment permit issued in their name. CALTRANS will provide encroachment permits to COUNTY, their contractors, consultants, and agents at no cost. CALTRANS will provide encroachment permits to utility owners at no cost. If the encroachment permit and this AGREEMENT conflict, the requirements of this AGREEMENT will prevail.

72. The IMPLEMENTING AGENCY for a PROJECT COMPONENT will coordinate, prepare, obtain, implement, renew, and amend any encroachment permits needed to complete the WORK.

Protected Resources

73. If any PARTY discovers unanticipated cultural, archaeological, paleontological, or other protected resources during WORK, all WORK in that area will stop and that PARTY will notify all PARTIES within 24 hours of discovery. WORK may only resume after a qualified professional has evaluated the nature and significance of the discovery and CALTRANS approves a plan for its removal or protection.

Disclosures

74. PARTIES will hold all administrative drafts and administrative final reports, studies, materials, and documentation relied upon, produced, created, or utilized for the WORK in confidence to the extent permitted by law and where applicable, the provisions of California Government Code, Section 6254.5(e) will protect the confidentiality of such documents in the event that said documents are shared between PARTIES.

    PARTIES will not distribute, release, or share said documents with anyone other than employees, agents, and consultants who require access to complete the WORK without the written consent of the PARTY authorized to release them, unless required or authorized to do so by law.

75. If a PARTY receives a public records request pertaining to the WORK, that PARTY will notify PARTIES within five (5) working days of receipt and make PARTIES aware of any disclosed public records.

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Hazardous Materials

76. HM-1 is hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law, irrespective of whether it is disturbed by the PROJECT or not.

    HM-2 is hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law only if disturbed by the PROJECT.

    The management activities related to HM-1 and HM-2, including and without limitation, any necessary manifest requirements and disposal facility designations are referred to herein as HM-1 MANAGEMENT and HM-2 MANAGEMENT respectively.

77. If HM-1 or HM-2 is found the discovering PARTY will immediately notify all other PARTIES.

78. CALTRANS, independent of the PROJECT, is responsible for any HM-1 found within the existing State Highway System right-of-way. CALTRANS will undertake, or cause to be undertaken, HM-1 MANAGEMENT with minimum impact to the PROJECT schedule.

    CALTRANS will pay, or cause to be paid, the cost of HM-1 MANAGEMENT for HM-1 found within the existing State Highway System right-of-way with funds that are independent of the funds obligated in this AGREEMENT.

79. COUNTY, independent of the PROJECT, is responsible for any HM-1 found within the PROJECT limits and outside the existing State Highway System right-of-way. COUNTY will undertake, or cause to be undertaken, HM-1 MANAGEMENT with minimum impact to the PROJECT schedule.

    COUNTY will pay, or cause to be paid, the cost of HM-1 MANAGEMENT for HM-1 found within the PROJECT limits and outside of the existing State Highway System right-of-way with funds that are independent of the funds obligated in this AGREEMENT.

80. The CONSTRUCTION IMPLEMENTING AGENCY is responsible for HM‑2 MANAGEMENT within the PROJECT limits.

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COUNTY and CALTRANS will comply with the Soil Management Agreement for Aerially Deposited Lead Contaminated Soils (Soil Management Agreement) executed between CALTRANS and the California Department of Toxic Substances Control (DTSC). Under Section 3.2 of the Soil Management Agreement, CALTRANS and COUNTY each retain joint and severable liability for noncompliance with the provisions of the Soil Management Agreement. COUNTY will assume all responsibilities assigned to CALTRANS in the Soil Management Agreement during PROJECT COMPONENTS for which they are the IMPLEMENTING AGENCY except for final placement and burial of soil within the State right-of-way, per Section 4.5 of the Soil Management Agreement, which is subject to CALTRANS concurrence and reporting to DTSC which will be performed by CALTRANS.

81. CALTRANS' acquisition or acceptance of title to any property on which any HM-1 or HM-2 is found will proceed in accordance with CALTRANS' policy on such acquisition.

Claims

82. Any PARTY that is responsible for completing WORK may accept, reject, compromise, settle, or litigate claims arising from the WORK without concurrence from the other PARTY.

83. PARTIES will confer on any claim that may affect the WORK or PARTIES' liability or responsibility under this AGREEMENT in order to retain resolution possibilities for potential future claims. No PARTY will prejudice the rights of another PARTY until after PARTIES confer on the claim.

84. If the WORK expends state or federal funds, each PARTY will comply with the Federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards of 2 CFR, Part 200. PARTIES will ensure that any for-profit consultant hired to participate in the WORK will comply with the requirements in 48 CFR, Chapter 1, Part 31. When state or federal funds are expended on the WORK these principles and requirements apply to all funding types included in this AGREEMENT.

Accounting and Audits

85. PARTIES will maintain, and will ensure that any consultant hired by PARTIES to participate in WORK will maintain, a financial management system that conforms to Generally Accepted Accounting Principles (GAAP), and that can properly accumulate and segregate incurred PROJECT costs and billings.

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86. PARTIES will maintain and make available to each other all WORK-related documents, including financial data, during the term of this AGREEMENT.

PARTIES will retain all WORK-related records for three (3) years after the final voucher.

PARTIES will require that any consultants hired to participate in the WORK will comply with this Article.

87. PARTIES have the right to audit each other in accordance with generally accepted governmental audit standards.

CALTRANS, the State Auditor, FHWA (if the PROJECT utilizes federal funds), and COUNTY will have access to all WORK -related records of each PARTY, and any consultant hired by a PARTY to participate in WORK, for audit, examination, excerpt, or transcription.

The examination of any records will take place in the offices and locations where said records are generated and/or stored and will be accomplished during reasonable hours of operation. The auditing PARTY will be permitted to make copies of any WORK-related records needed for the audit.

The audited PARTY will review the draft audit, findings, and recommendations, and provide written comments within thirty (30) calendar days of receipt.

Upon completion of the final audit, PARTIES have forty-five (45) calendar days to refund or invoice as necessary in order to satisfy the obligation of the audit.

Any audit dispute not resolved by PARTIES is subject to mediation. Mediation will follow the process described in the General Conditions section of this AGREEMENT.

88. If the WORK expends state or federal funds, each PARTY will undergo an annual audit in accordance with the Single Audit Act in the Federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards as defined in 2 CFR, Part 200.

89. When a PARTY reimburses a consultant for WORK with state or federal funds, the procurement of the consultant and the consultant overhead costs will be in accordance with the Local Assistance Procedures Manual, Chapter 10.

Interruption of Work

90. If WORK stops for any reason, IMPLEMENTING AGENCY will place the PROJECT right-of-way in a safe and operable condition acceptable to CALTRANS.

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91. If WORK stops for any reason, each PARTY will continue with environmental commitments included in the environmental documentation, permits, agreements, or approvals that are in effect at the time that WORK stops, and will keep the PROJECT in environmental compliance until WORK resumes.

Penalties, Judgements and Settlements

92. The cost of awards, judgements, fines, interest, penalties, attorney's fees, and/or settlements generated by the WORK are considered WORK costs.

93. The cost of legal challenges to the environmental process or documentation are considered WORK costs.

94. Any PARTY whose action or lack of action causes the levy of fines, interest, or penalties will indemnify and hold all other PARTIES harmless per the terms of this AGREEMENT.

Project Files

95. COUNTY will furnish CALTRANS with the Project History Files related to the PROJECT facilities on State Highway System within sixty (60) days following the completion of each PROJECT COMPONENT. COUNTY will assure that the Project History File is prepared and submitted in compliance with the Project Development Procedures Manual, Chapter 7. All material will be submitted neatly in a three-ring binder and in PDF format.

GENERAL CONDITIONS

96. All portions of this AGREEMENT, including the Recitals Section, are enforceable.

Venue

97. PARTIES understand that this AGREEMENT is in accordance with and governed by the Constitution and laws of the State of California. This AGREEMENT will be enforceable in the State of California. Any PARTY initiating legal action arising from this AGREEMENT will file and maintain that legal action in the Superior Court of the county in which the CALTRANS district office that is signatory to this AGREEMENT resides, or in the Superior Court of the county in which the PROJECT is physically located.

Exemptions

98. All CALTRANS' obligations under this AGREEMENT are subject to the appropriation of resources by the Legislature, the State Budget Act authority, programming and allocation of funds by the California Transportation Commission (CTC).

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Indemnification

99. Neither CALTRANS nor any of its officers and employees, are responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by COUNTY, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon COUNTY under this AGREEMENT. It is understood and agreed that COUNTY, to the extent permitted by law, will defend, indemnify, and save harmless CALTRANS and all of their officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by COUNTY, its contractors, sub-contractors, and/or its agents under this AGREEMENT.

100. Neither COUNTY nor any of its officers and employees, are responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon CALTRANS under this AGREEMENT. It is understood and agreed that CALTRANS, to the extent permitted by law, will defend, indemnify, and save harmless COUNTY and all of their officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under this AGREEMENT.

Non-parties

101. PARTIES do not intend this AGREEMENT to create a third party beneficiary or define duties, obligations, or rights for entities not signatory to this AGREEMENT. PARTIES do not intend this AGREEMENT to affect their legal liability by imposing any standard of care for fulfilling the WORK different from the standards imposed by law.

102. PARTIES will not assign or attempt to assign obligations to entities not signatory to this AGREEMENT without an amendment to this AGREEMENT.

Ambiguity and Performance

103. Neither PARTY will interpret any ambiguity contained in this AGREEMENT against the other PARTY. PARTIES waive the provisions of California Civil Code, Section 1654.

A waiver of a PARTY's performance under this AGREEMENT will not constitute a continuous waiver of any other provision.

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104. A delay or omission to exercise a right or power due to a default does not negate the use of that right or power in the future when deemed necessary.

Defaults

105. If any PARTY defaults in its performance of the WORK, a non-defaulting PARTY will request in writing that the default be remedied within thirty (30) calendar days. If the defaulting PARTY fails to do so, the non-defaulting PARTY may initiate dispute resolution.

Dispute Resolution

106. PARTIES will first attempt to resolve AGREEMENT disputes at the PROJECT team level as described in the Quality Management Plan. If they cannot resolve the dispute themselves, the CALTRANS District Director and the Executive Officer of COUNTY will attempt to negotiate a resolution. If PARTIES do not reach a resolution, PARTIES' legal counsel will initiate mediation. PARTIES agree to participate in mediation in good faith and will share equally in its costs.

    Neither the dispute nor the mediation process relieves PARTIES from full and timely performance of the WORK in accordance with the terms of this AGREEMENT. However, if any PARTY stops fulfilling its obligations, any other PARTY may seek equitable relief to ensure that the WORK continues.

    Except for equitable relief, no PARTY may file a civil complaint until after mediation, or forty-five (45) calendar days after filing the written mediation request, whichever occurs first.

    PARTIES will file any civil complaints in the Superior Court of the county in which the CALTRANS District Office signatory to this AGREEMENT resides or in the Superior Court of the county in which the PROJECT is physically located.

107. PARTIES maintain the ability to pursue alternative or additional dispute remedies if a previously selected remedy does not achieve resolution.

Prevailing Wage

108. When WORK falls within the Labor Code § 1720(a)(1) definition of "public works" in that it is construction, alteration, demolition, installation, or repair; or maintenance work under Labor Code § 1771, PARTIES will conform to the provisions of Labor Code §§ 1720-1815, and all applicable provisions of California Code of Regulations, Title 8, Division 1, Chapter 8, Subchapter 3, Articles 1-7. PARTIES will include prevailing wage requirements in contracts for public work and require contractors to include the same prevailing wage requirements in all subcontracts.

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Work performed by a PARTY's own employees is exempt from the Labor Code's Prevailing Wage requirements.

If WORK is paid for, in whole or part, with federal funds and is of the type of work subject to federal prevailing wage requirements, PARTIES will conform to the provisions of the Davis-Bacon and Related Acts, 40 U.S.C. §§ 3141-3148.

When applicable, PARTIES will include federal prevailing wage requirements in contracts for public works. WORK performed by a PARTY's employees is exempt from federal prevailing wage requirements.

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SIGNATURES

PARTIES are authorized to enter into this AGREEMENT and have delegated to the undersigned the authority to execute this AGREEMENT on behalf of the respective agencies and hereby covenants to have followed all the necessary legal requirements to validly execute this AGREEMENT. By signing below, the PARTIES each expressly agree to execute this AGREEMENT electronically.

The PARTIES acknowledge that executed copies of this AGREEMENT may be exchanged by facsimile or email, and that such copies shall be deemed to be effective as originals.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

Dennis T. Agar
District Director

Verification of funds and authority:

Michelle Ishaya
District Budget Manager

Certified as to financial terms and policies:

Gina Schumacher
HQ Accounting Supervisor

MARIPOSA COUNTY

Rosemarie Smallcombe
Chair of the Board of Supervisors

Approved as to form and procedure:

Steve Dahlem
County Counsel

DRAFT

Attachment: Draft Agreement 10-0546_EA 1P570_Clean CA_3.18.21_SS [Revision 2] (RES-2022-219 : Caltrans Cooperative Agreement //

FUNDING SUMMARY NO. 01

FUNDING TABLE

v. 112

IMPLEMENTING AGENCY→			COUNTY	COUNTY	COUNTY		
Source	Party	Fund Type	PA&ED	PS&E	CONST. SUPPORT	CONST. CAPITAL	Totals
STATE	CALTRANS	Clean CA	50,000	50,000	50,000	850,000	1,000,000
Totals			50,000	50,000	50,000	850,000	1,000,000

DRAFT

Attachment: Draft Agreement 10-0546_EA 1P570_Clean CA_3.18.21_SS [Revision 2] (RES-2022-219 :

v 2221

SPENDING SUMMARY

Fund Type	PA&ED		PS&E		CONST. SUPPORT		CONST. CAPITAL	Totals
	CALTRANS	COUNTY	CALTRANS	COUNTY	CALTRANS	COUNTY	COUNTY	
Clean CA		50,000	0	50,000	0	50,000	850,000	1,000,000
Totals		50,000	0	50,000	0	50,000	850,000	1,000,000

DRAFT

Attachment: Draft Agreement 10-0546_EA 1P570_Clean CA_3.18.21_SS [Revision 2] (RES-2022-219 :

Attachment: Draft Agreement 10-0546_EA 1P570_Clean CA_3.18.21_SS [Revision 2] (RES-2022-219 : Caltrans Cooperative Agreement //

Funding

1. If there are insufficient funds available in this AGREEMENT to place the PROJECT right-of-way in a safe and operable condition, the appropriate IMPLEMENTING AGENCY will fund these activities until such time as PARTIES amend this AGREEMENT.

   That IMPLEMENTING AGENCY may request reimbursement for these costs during the amendment process.

2. If there are insufficient funds in this AGREEMENT to implement the obligations and responsibilities of this AGREEMENT, including the applicable commitments and conditions included in the PROJECT environmental documentation, permits, agreements, and/or approvals that are in effect at a time that WORK stops, each PARTY accepts responsibility to fund their respective WORK until such time as PARTIES amend this AGREEMENT.

   Each PARTY may request reimbursement for these costs during the amendment process.

ICRP Rate

3. The cost of any engineering support performed by CALTRANS includes all direct and applicable indirect costs. CALTRANS calculates indirect costs based solely on the type of funds used to pay support costs. State and federal funds administered by CALTRANS are subject to the current Program Functional Rate. All other funds are subject to the current Program Functional Rate and the current Administration Rate. The Program Functional Rate and Administration Rate are adjusted periodically.

   In accordance with California Senate Bill 848, the Administration Rate is capped at 10 percent until January 1, 2023, for Self-Help Counties with a countywide sales tax measure dedicated to transportation improvements.

4. If the WORK is funded with state or federal funds, any PARTY seeking CALTRANS reimbursement of indirect costs must submit an indirect cost rate proposal and central service cost allocation plan (if any) in accordance with Local Assistance Procedures Manual, 2 CFR, Part 200 and Chapter 5. These documents are to be submitted annually to CALTRANS' Audits and Investigations for review and acceptance prior to CALTRANS' reimbursement of indirect costs.

DRAFT

Attachment: Draft Agreement 10-0546_EA 1P570_Clean CA_3.18.21_SS [Revision 2] (RES-2022-219 : Caltrans Cooperative Agreement //

5. Travel, per diem, and third-party contract reimbursements for WORK are to be paid from the funds in this AGREEMENT only after the contractor performs the work and incurs said costs.

   Payments for travel and per diem will not exceed the rates paid rank and file state employees under current California Department of Human Resources (CalHR) rules current at the effective date of this AGREEMENT.

   If COUNTY invoices for rates in excess of CalHR rates, COUNTY will fund the cost difference and reimburse CALTRANS for any overpayment.

6. Notwithstanding the terms of this AGREEMENT, PARTIES agree to abide by the STIP guidelines that require the PARTIES to apportion the project cost increases and savings in the same proportion as the current programmed ratio of funds that are not strictly a one-time only grant. In the alternate, PARTIES may be able to apportion cost increases and savings according to a cost sharing arrangement between the PARTIES that is approved by the CTC.

Invoicing and Payment

7. PARTIES will invoice for funds where the SPENDING SUMMARY shows that one PARTY provides funds for use by another PARTY. PARTIES will pay invoices within forty-five (45) calendar days of receipt of invoice when not paying with Electronic Funds Transfer (EFT). When paying with EFT, COUNTY will pay invoices within five (5) calendar days of receipt of invoice.

8. If COUNTY has received EFT certification from CALTRANS then COUNTY will use the EFT mechanism and follow all EFT procedures to pay all invoices issued from CALTRANS.

9. When a PARTY is reimbursed for actual cost, invoices will be submitted each month for the prior month's expenditures. After all PROJECT COMPONENT WORK is complete, PARTIES will submit a final accounting of all PROJECT COMPONENT costs. Based on the final accounting, PARTIES will invoice or refund as necessary to satisfy the financial commitments of this AGREEMENT.

DRAFT

10. If an executed Program Supplement Agreement (PSA) or STIP Planning, Programming, and Monitoring Program Fund Transfer Agreement (PPM) exists for this PROJECT then COUNTY will abide by the billing and payment conditions detailed for the fund types identified in the PSA or PPM.

11. If CALTRANS reimburses COUNTY for any costs later determined to be unallowable, COUNTY will reimburse those funds.

Project Approval and Environmental Document (PA&ED)

12. No invoicing or reimbursement will occur for the PA&ED PROJECT COMPONENT.

Plans, Specifications, and Estimate (PS&E)

13. COUNTY will invoice and CALTRANS will reimburse for actual costs incurred and paid.

CONSTRUCTION Support

14. COUNTY will invoice and CALTRANS will reimburse for actual costs incurred and paid.

CONSTRUCTION Capital

15. COUNTY will invoice and CALTRANS will reimburse for actual costs incurred and paid.

DRAFT

Attachment: Draft Agreement 10-0546_EA 1P570_Clean CA_3.18.21_SS [Revision 2] (RES-2022-219 : Caltrans Cooperative Agreement //

DRAFT

Attachment: Draft Agreement 10-0546_EA 1P570_Clean CA_3.18.21_SS [Revision 2] (RES-2022-219 : Caltrans Cooperative Agreement //

STATE OF CALIFORNIA
COUNTY OF MARIPOSA
BOARD OF SUPERVISORS

Resolution No. 22-___ A RESOLUTION APPROVING THE FRAMEWORK OF (DRAFT FOR) A COOPERATIVE AGREEMENT WITH CALTRANS DISTRICT 10 FOR THE MARIPOSA GATEWAY ENHANCEMENT PROJECT AND AUTHORIZING THE CHAIR OF THE BOARD TO EXECUTE A FINAL AGREEMENT UPON RECEIPT FROM CALTRANS AND FOLLOWING REVIEW BY COUNTY COUNSEL FOR LEGAL SUFFICIENCY.

WHEREAS, several of the General Plan Elements, including the Economic Development, Arts and Culture, and Regional Tourism Elements, contain goals, policies, and programs that weave together economic development objectives with efforts to enhance and celebrate Mariposa County's identity and sense of place – a process known as Creative Placemaking; and

WHEREAS, Resolution No. 2018-26 established the Creative Placemaking Strategy Advisory Committee (CPSAC) to initiate the development of a coordinated plan to achieve General Plan goals, policies and implementation measures related to Creative Placemaking; and

WHEREAS, the CPSAC played an integral role in the development of that coordinated plan (the Creative Placemaking Strategy [CPS]), and the CPSAC endorses the final document.; and

WHEREAS, the CPS used extensive stakeholder engagement to articulate a community vision for future creative placemaking initiatives in Mariposa County, and recommends a variety of programs, policies, and projects to achieve that vision; and

WHEREAS, Resolution No. 2021-48 approved the CPS and authorized county departments and agencies to pursue implementing its recommendations; and

WHEREAS, the Caltrans District 10 Mariposa Gateway Enhancement Project is an effective and exciting opportunity to implement many of the CPS' recommendations; and

WHEREAS, a cooperative agreement with Caltrans District 10 is necessary for the Mariposa Gateway Enhancement Project to move forward; and

WHEREAS, Caltrans District 10 has requested that the Board of Supervisors review the framework of the cooperative agreement prior to finalizing the agreement.

Attachment: DRAFT Resolution [Revision 2] (RES-2022-219 : Caltrans Cooperative Agreement // Gateways)

NOW THEREFORE BE IT RESOLVED, that the Board of Supervisors does hereby approve the framework for (draft of) of a cooperative agreement with Caltrans District 10 for the Mariposa Gateway Enhancement Project; and

BE IT FURTHER RESOLVED, that the Board of Supervisors authorizes the Chair of the Board of Supervisors to execute a Final Agreement upon receipt from Caltrans and following final review by County Counsel for legal sufficiency.

ON MOTION BY Supervisor _____, seconded by Supervisor _____, this resolution is duly passed and adopted this 5th day of April 2022 by the following vote:

AYES:
NOES:
EXCUSED:
ABSTAIN:

_____
Rosemarie Smallcombe, Chair
Board of Supervisors

ATTEST:

_____
Keith Williams, Interim Clerk of the Board

APPROVED AS TO FORM:

_____
Steven W. Dahlem, County Counsel

Attachment: DRAFT Resolution [Revision 2] (RES-2022-219 : Caltrans Cooperative Agreement // Gateways)

MARIPOSA COUNTY

Public Works/Fleet · 209-966-2498

RESOLUTION - ACTION REQUESTED 2022-220

MEETING: April 5, 2022

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works & Transportation

RE: Approve Budget Action and Purchase of Six Replacement Sheriff Patrol Vehicles ($411,050).

RECOMMENDATION AND JUSTIFICATION:

Approve a Budget Action Transferring Funds within the Public Works and Transportation Budget ($411,050); and Authorize the Director of Public Works and Transportation to Proceed with the Purchase of Six (6) Replacement Sheriff Patrol Vehicles; Declare the Replaced Vehicles as Surplus; and Authorize the Disposal of These Vehicles through a Public Auction.

If approved, the Director of Public Works & Transportation will proceed with the purchase and up-fitting of four (4) Chevrolet Tahoe's and two (2) Dodge Chargers for Sheriff Patrol and the retirement and auction sale of six (6) patrol vehicles which have reached their replacement age; authorize the transfer of funds in the amount of $411,050 from the Vehicle Replacement Reserve Fund to the Vehicle Replacement Fixed Asset Purchase Account.

This action is in compliance with County Fleet Policy (Title 14). Vehicles to be replaced are: SO-406, SO-407, SO-408, SO-468, SO-409, SO-412. Revenue from auction sale of retired vehicles is deposited into the Vehicle Replacement Fund.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board has historically approved the purchase of replacement vehicles and equipment supported by the Replacement Funds and the retirement and auction of vehicles and equipment which have reached or exceeded their targeted replacement date.

The Board routinely authorizes transferring allocated funds from one account to another within a fund.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Should this item not be approved, the cost to maintain the current patrol vehicles will continue to rise, as well as the cost of replacement vehicles and up-fitting equipment for law enforcement.

REF ID# 12747

FINANCIAL IMPACT:
None- Purchases are Funded by Vehicle Replacement Fund

ATTACHMENTS:
Budget Action Sheriff Vehicles (PDF)

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

BUDGET ACTION FORM

FUND	DEPT/DIV	ACCOUNT	DESCRIPTION	PROJECT	INCREASE	DECREASE
7700	170	91001	Reserve Designation			$411,050
7700	170	70411	Staff Vehicles		$411,050	
TRANSFER BETWEEN FUNDS						
				TOTALS	$411,050	$411,050

ACTION REQUESTED: (Check all that apply)

(X) Budget appropriation by Board of Supervisors (4/5ths Vote Required): Amending the total amount available in the county budget, or in any one fund of the budget, or appropriating Reserve for Contingencies

( ) Transfer by Board of Supervisors (3/5ths Vote Required): Moving existing appropriations from one budget to another, or between categories within a budget unit.

JUSTIFICATION: Replacement of 6 Sheriff vehicles

DEPT HEAD SIGNATURE _____ DATE: 2/2/22

APPROVED BY RES NO. _____ CLERK _____ DATE _____

AUDITOR'S USE ONLY
BA#

Budget Action Form Revised 11/95

Attachment: Budget Action Sheriff Vehicles (RES-2022-220 : Approve Budget Action and Purchase of Six Replacement Sheriff Patrol Vehicles

MARIPOSA COUNTY

Sheriff's Office · 209 966-3615

RESOLUTION - ACTION REQUESTED 2022-221

MEETING: April 5, 2022

TO: The Board of Supervisors

FROM: Jeremy Briese, Sheriff

RE: Agreement with Mitsogo,Inc, Dba Hexnode

RECOMMENDATION AND JUSTIFICATION:
Approve a Three-Year Agreement with Hexnode to provide Software Services for $2,851.20 per year; and Authorize the Board of Supervisors Chair to Sign the Agreement.

Hexnode is a software company headquartered in San Francisco specializing in providing Unified Endpoint Management solution to organizations across numerous sectors. Hexnode's Mobile Device Management software offers cloud-based services and supports Android, iOS and Windows PCs and phones.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board of Supervisors has approved prior contracts with Hexnode for other county departments.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Non approval of the agreement will hinder the County's ability to provide optimal IT support and efficacy.

FINANCIAL IMPACT:
No additional funds are requested. This contract will be paid by the approved budget.

ATTACHMENTS:
Hexnode Contract (PDF)

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

REF ID# 12800

DocuSign Envelope ID: B48C764F-8AFE-46A4-B1B7-D86F1129A342

SAAS SERVICES ORDER FORM AND AMENDMENT TO SAAS SERVICES AGREEMENT

Customer: Mariposa County Sheriff's Office	**Billing Contact:** Mariposa County Sheriff's Office
Address: PO Box 276	**Phone:** 209-966-3615
City, State & ZIP: Mariposa, CA 95338	**Billing email:** sheriff@mariposacounty.org
Start of Initial Service Term: February 4th, 2022	**Initial Service Term:** 36 months

Service Details:

Line #	Description	Comments	Qty.	Price	Subtotal
1	Subscription plan				
	ENTERPRISE EDITION	per device MSRP: $3.17	100	$2,851.20 /year	$2,851.20 /year
2	Implementation and onboarding	one-time charge	100	NA	$0.00
3	Maintenance and customer support		100	NA	$0.00
				One-time fees:	$0.00
				Ongoing subscription fees:	$2,851.20 /year

Payment Schedule:

- One-time fees listed above will be payable on or before the Start of Initial Service Term.
- Ongoing subscription fees listed above will be payable annually. Invoices will be available on the Services, and Customer may choose to set up autopayment through Customer's account.

Additional Notes:

- The subscription plan identified above will have the features described at www.hexnode.com/mobile-device-management/pricing/
- Customer is receiving a discounted rate in exchange for a service commitment for the Initial Service Term. Customer may cancel this Agreement within the first 45 days following the beginning of the Initial Service Term (the "**Cancellation Period**"). Should Customer cancel this Agreement during the Cancellation Period, Customer will receive a prorated refund *less* the difference between the service fees set forth herein and Company's rack rates for the relevant Services in effect at the time this Agreement is executed for the period prior to cancellation. This Agreement is not cancelable following the Cancellation Period.

This SaaS Services Order Form and Amendment to SaaS Services Agreement (this "**Agreement**") is entered into as of the date of the last signature below (the "**Effective Date**") between Mitsogo Inc., a Delaware corporation dba Hexnode, 111 Pine St. #1225, San Francisco, CA 94111 ("**Company**"), and the Customer listed above ("**Customer**"). This Agreement incorporates by reference and the SaaS Services Agreement listed at www.hexnode.com/saas-terms ("**SaaS Agreement**"), and Customer acknowledges and agrees having read and agreed to such terms; provided, however, that this Agreement shall take amend and take precedence over the SaaS Agreement to the extent the terms hereof and thereof conflict.

COMPANY: Mitsogo Inc. dba Hexnode	CUSTOMER:
Signature:	Signature:
Date:	Date:
Name of signatory:	Name of signatory:
Title of signatory:	Title of signatory:
Email:	Email:

Attachment: Hexnode Contract (RES-2022-221 : Agreement with Mitsogo,Inc, Dba Hexnode)

MARIPOSA COUNTY

Administration · 966-3222

ORDINANCE 2022-1172

MEETING: April 5, 2022

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Holiday Ordinance

RECOMMENDED ACTION AND JUSTIFICATION:

Waive the First Reading and Adopt an Ordinance Titled "County Office Hours and Holidays", Which Will Amend Title 2.64 of Mariposa County Ordinance Code Regarding County Office Hours and Holidays.

In 2021, Juneteenth, which commemorates the emancipation of African-American slaves in the United States, was recognized as a federal holiday for the first time. This item amends Mariposa County Code to acknowledge this holiday in compliance with the proclamation of the President of the United States and County memoranda of understanding with labor bargaining units.

In the process of adding this holiday, Title 2.64 was reviewed and additional amendments are proposed. These amendments are intended to refocus the ordinance on office hours, as directed by California Government Code Sections 24250-24262. Amendments include:

- Removing language related to employee compensation, which is governed by negotiated memoranda of understanding;
- Specify appropriate office closures for holidays that fall on Saturday or Sunday consistent with ongoing practice; and
- Specify that office closures may occur if the President or Governor declares a holiday, consistent with ongoing practice.

This amendment would combine two small subsections related to office hours and holidays into a single section. It would also allow brief closures of specific offices during holiday periods where such provides a cost savings and has minimal impact on public convenience. Holiday closures cannot exceed eight hours and must be approved by the county administrative officer.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

County office hours and holidays are governed by California Government Code sections 6700, 19853, 19854 and 24250-24262.

The County officially established its current office hours, Monday thru Friday from 8:00 a.m. to 5:00 p.m., on June 14, 1977. Legal holidays for the County were codified on November 14, 1989. No changes to Title 2.64 have been made since that time.

Holiday pay, flexible schedules for individual employees, and other related issues are addressed in relevant memoranda of understanding with bargaining units.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Do not approve. This ordinance will not be adopted and staff will need additional direction to avoid breach of labor union agreements.

ATTACHMENTS:
Title 2.64 County Office Hours (Existing Code) (PDF)
Office Hours and Holidays Ordinance (Proposed) (PDF)

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

2.64 County Office Hours
2.64.010 Hours Of Business
2.64.020 Legal Holidays

2.64.010 Hours Of Business

Pursuant to the provisions of section 24260 of the Government Code of California, the offices required by Chapter 6, Part 1, Division 2, Title 3, of the Government Code shall be kept open for the transaction of business continuously from eight a.m. until five p.m. everyday except Saturday, Sunday, and holidays

HISTORY
Adopted by Ord. 456 Sec. 1 on 6/14/1977

2.64.020 Legal Holidays

The following are established as legal holidays in the county, pursuant to Government Code sections 6700, 19853 and 19854:

A. Every Sunday;

B. January 1st, known as "New Year's Day";

C. Third Monday in January, known as "Martin Luther King's Day"

D. Third Monday in February, known as "President's Day";

E. Last Monday in May, known as "Memorial Day";

F. July 4th, known as "Independence Day";

G. First Monday in September, known as "Labor Day";

H. Second Monday in October, known as "Columbus Day";

I. November 11th, known as "Veterans Day";

J. Thanksgiving Day;

K. The day after Thanksgiving Day;

L. December 25th, known as "Christmas Day";

M. All county employees are entitled to a personal holiday; all new employees of the county are entitled to a personal holiday after their one-year anniversary in the calendar year of their first anniversary date;

N. Every day appointed by the President or Governor for public fast, thanksgiving, or holiday provided each such day is specified as a paid holiday by the President or Governor for public employees;

O. Every employee shall be entitled to take as a holiday the Friday preceding any Saturday on which one of the holidays set out in B, F, I, and L above occurs;

P. Every employee shall be entitled to take as a holiday the Monday following any Sunday on which one of the holidays set out in B, F, I, and L above occurs;

Q. Every employee shall be entitled to take one of the following additional holidays, subject to the employee's choice and prior approval by the employee's department head:

1. The working day before or the first working day after Christmas (December 25th).

Attachment: Title 2.64 County Office Hours (Existing Code) (2022-ORD-1172 : Holiday Ordinance)

2. The working day before or the first working day after New Year's Day (January 1st).

HISTORY
Adopted by Ord. 757 Sec. 1 on 11/14/1989

Attachment: Title 2.64 County Office Hours (Existing Code) (2022-ORD-1172 : Holiday Ordinance)

MARIPOSA COUNTY ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 2.64 OF THE MARIPOSA COUNTY CODE

WHEREAS, the State of California requires County offices to be "open for the transaction of business during such hours and on such days as are fixed by the board of supervisors by ordinance or resolution" (California Government Code Sections 24250 – 24262); and

WHEREAS, Mariposa County Code Chapter 2.64 codifies the hours of business and legal holidays recognized by the Board of Supervisors; and

WHEREAS, the Board of Supervisors desires to recognize an additional holiday as proclaimed by the President of the United States and negotiated with local bargaining units.

NOW, THEREFORE, THE BOARD OF SUPERVISORS OF MARIPOSA COUNTY, a political subdivision of the State of California, ordains as follows:

SECTION I: Section 2.64 titled "County Office Hours" shall be amended to be titled "County Office Hours and Holidays" and to read in its entirety as follows:

2.64 County Office Hours and Holidays

Except as otherwise provided in Mariposa County Code or by resolution of the Board, all County offices shall be open to the public from 8:00 a.m. to 5:00 p.m. on every day of the week except Saturdays, Sundays, and the following holidays:

A. January 1, known as "New Year's Day".
B. The third Monday in January, known as "Martin Luther King Day".
C. The third Monday in February, known as "President's Day".
D. The last Monday in May, known as "Memorial Day".
E. June 19, known as "Juneteenth".
F. July 4, known as "Independence Day".
G. The first Monday in September, known as "Labor Day".
H. The second Monday in October, known as "Columbus Day".
I. November 11, known as "Veteran's Day".
J. The Thursday in November appointed as Thanksgiving Day.
K. The Friday immediately following Thanksgiving Day.
L. December 25, known as "Christmas Day".
M. Every day appointed by the President or Governor for a public fast, thanksgiving or holiday.

If a County holiday falls on Saturday, the preceding Friday shall be deemed to be a holiday; if a County holiday falls on Sunday, the following Monday shall be deemed to be a holiday.

Attachment: Office Hours and Holidays Ordinance (Proposed) (2022-ORD-1172 : Holiday Ordinance)

Notwithstanding the above, the County Administrative Officer may approve limited closure of County offices to the public during holiday periods up to eight hours per day to be determined by the County Administrative Officer and the head of the office or department having supervision over the County office being closed to the public. Such determination is to reduce costs and shall take into consideration the day and hours when public convenience and necessity are least impacted as a result of the County office being closed to the public and shall provide appropriate notice that such changes in office hours will occur, along with instructions for emergencies and availability of other offices.

SECTION II: This ordinance shall become effective thirty (30) days from the date of final passage pursuant to Government Code Section 25123.

PASSED AND ADOPTED by the Board of Supervisors of Mariposa County this 22nd day of March 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

_____

ROSEMARIE SMALLCOMBE, Chair
Mariposa County Board of Supervisors

ATTEST:

_____

KEITH WILLIAMS
Interim Clerk of the Board

APPROVED AS TO FORM:

_____

STEVEN W. DAHLEM
County Counsel

Attachment: Office Hours and Holidays Ordinance (Proposed) (2022-ORD-1172 : Holiday Ordinance)

MARIPOSA COUNTY

Board of Supervisors · 209-966-3222

MEETING: April 5, 2022

TO: The Board of Supervisors

FROM: Rosemarie Smallcombe, District I Supervisor

RE: Discussion and Direction to Reaffirm Opt Committee/Commission/Board Teleconference Meeting Practices

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RECOMMENDATION AND JUSTIFICATION:

Discussion and Direction to Reaffirm that Committees, Commissions and Boards Established by the Mariposa County Board of Supervisors May Meet Via Teleconference in Accordance with the Provisions of Assembly Bill 361 Until Such Time as the Governor's State of Emergency Regarding the COVID-19 Pandemic Ceases to be Active (Supervisor Smallcombe).

On September 16, 2021, California Governor Gavin Newsom signed Assembly Bill ("AB") 361 (Rivas) into law with immediate effect. The Bill amends the Ralph M. Brown Act to include authorizations for remote meetings, including remote public comment, for all local agencies. The authorization, which largely extended the provisions of the Governor's Executive Order N-29-20 (signed March 17, 2020) and Executive Order N-35-20 (signed March 21, 2020), ***is effective until January 1, 2024.***

This is an allowable practice at this time but is not mandatory.

The purpose of this item is to clarify that committees/commissions/boards established by the Board of Supervisors may meet by teleconference entirely or with some members of the committee/commission/board and some members of the public attending in person and some attending telephonically provided that a resolution passes by majority vote that meeting in-person during the state of emergency would present imminent risks to the health or safety of attendees. The resolution can permit meeting under the provisions of AB 361 for a maximum period of 30 days. After 30 days, the committee/commission/board must renew its resolution consistent with the requirements of AB 361.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

Committees, commissions and boards under the jurisdiction of the Mariposa County Board of Supervisors have utilized the provisions of the Governor's Declaration and AB361 in order to continue meeting during the pandemic.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Agenda Item - No Resolution Requested

No reaffirmation could result in a lack of clarification for the many committee, commission and board members serving at the pleasure of the Board.

ATTACHMENTS:
AB 361 Implementation Guide (PDF)

RESULT: INFORMATION RECEIVED

WORKING COPY

[redacted]

California Special Districts Association
Districts Stronger Together

AB 361 Implementation Guide

Attachment: AB 361 Implementation Guide (12790 : Discussion and Direction to Reaffirm Opt Committee/Commission/Board Teleconference

California Special
Districts Association
Districts Stronger Together

AB 361 – Brown Act: Remote Meetings During a State of Emergency

Background – the Governor's Executive Orders:

Starting in March 2020, amid rising concern surrounding the spread of COVID-19 throughout communities in the state, California Governor Gavin Newsom issued a series of Executive Orders aimed at containing the novel coronavirus. These Executive Orders (N-25-20, N-29-20, N-35-20) collectively **modified certain requirements created by the Ralph M. Brown Act ("the Brown Act"), the state's local** agency public meetings law.

The orders waived several requirements, including requirements in the Brown Act expressly or impliedly requiring the physical presence of members of the legislative body, the clerk or other personnel of the body, or of the public as a condition of participation in or for the purpose of establishing a quorum for a public meeting.[1][2] Furthermore, the orders:

- waived the requirement that local agencies provide notice of each teleconference location from which a member of the legislative body will be participating in a public meeting,
- waived the requirement that each teleconference location be accessible to the public,
- waived the requirement that members of the public be able to address the legislative body at each teleconference conference location,
- waived the requirement that local agencies post agendas at all teleconference locations, and,
- waived the requirement that at least a quorum of the members of the local body participate from locations within the boundaries of the territory over which the local body exercises jurisdiction.

Under the orders, local agencies were still required to provide advance notice of each public meeting according to the timeframe otherwise prescribed by the Brown Act, and using the means otherwise prescribed by the Brown Act. Agencies were – for a time – required to allow members of the public to observe and address the meeting telephonically or otherwise electronically. Local agencies were eventually explicitly freed from the obligation of providing a physical location from which members of the public could observe the meeting and offer public comment.[3]

In each instance in which notice of the time of the meeting was given or the agenda for the meeting was posted, the local agency was required to give notice of the manner members of the public could observe the meeting and offer public comment. In any instance in which there was a change in the manner of public observation and comment, or any instance prior to the issuance of the executive orders in which the time of the meeting had been noticed or the agenda for the meeting had been posted without also including notice of the manner of public observation and comment, a local agency would be able to satisfy this requirement by

[1] **Executive Order N-25-20**, https://www.gov.ca.gov/wp-content/uploads/2020/03/3.12.20-EO-N-25-20-COVID-19.pdf
[2] **Executive Order N-29-20**, https://www.gov.ca.gov/wp-content/uploads/2020/03/3.17.20-N-29-20-EO.pdf
[3] *Ibid*

Attachment: AB 361 Implementation Guide (12790 : Discussion and Direction to Reaffirm Opt Committee/Commission/Board Teleconference

advertising the means of public observation and comment using "the most rapid means of communication available at the time" within the meaning of California Government Code, section 54954(e); this includes, but is not limited to, posting the manner in which the public could participate on the agency's website.

The orders also provided flexibility for a legislative body to receive a "serial" or simultaneous communication outside of an open meeting, allowing all members of the legislative body to receive updates (including, but not limited to, simultaneous updates) relevant to the emergency (including, but not limited to, updates concerning the impacts of COVID-19, the government response to COVID-19, and other aspects relevant to the declared emergency) from federal, state, and local officials, and would be allowed to ask questions of those federal, state, and local officials, in order for members of the legislative body to stay apprised of emergency operations and the impact of the emergency on their constituents. Members of a local legislative body were explicitly not permitted to take action on, or to discuss amongst themselves, any item of business that was within the subject matter jurisdiction of the legislative body without complying with requirements of the Brown Act.[4]

The Brown Act Executive Orders Sunset – September 30, 2021

On June 11, 2021, the Governor issued Executive Order N-08-21 which rescinds the aforementioned modifications made to the Brown Act, effective September 30, 2021.[5] After that date, local agencies are required to observe all the usual Brown Act requirements *status quo ante* (as they existed prior to the issuance of the orders). Local agencies must once again ensure that the public is provided with access to a physical location from which they may observe a public meeting and offer public comment. Local agencies must also resume publication of the location of teleconferencing board members, post meeting notices and agendas in those locations, and make those locations available to the public in order to observe a meeting and provide public comment.

AB 361 – Flexibility for Remote Open Meetings During a Proclaimed State Emergency

Assembly Bill 361, introduced in February 2021 by Assembly Member Robert Rivas (D-30, Hollister), and sponsored by the California Special Districts Association, provides local agencies with the ability to meet remotely **during proclaimed state emergencies** under modified Brown Act requirements, similar in many ways to the rules and procedures established by the Governor's Executive Orders.

* ***Important Note**: AB 361's provisions can only be used in the event that a gubernatorial **state of emergency** 1) has been issued **AND** 2) remains active. It is **not sufficient** that county and/or city officials have issued a local emergency declaration – the emergency declaration must be one that is made pursuant to the California Emergency Services Act (CA GOVT § 8625).*

[4] **Executive Order N-35-20**, https://www.gov.ca.gov/wp-content/uploads/2020/03/3.21.20-EO-N-35-20.pdf
[5] **Executive Order N-08-21**, https://www.gov.ca.gov/wp-content/uploads/2021/06/6.11.21-EO-N-08-21-signed.pdf

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Specifically, AB 361 suspends the requirements located in California Government Code, section 54953, subdivision (b), paragraph (3). What does this mean for local agencies? This means that, during a state of emergency, under specified circumstances, local agencies can meet pursuant to modified Brown Act requirements. Each of these modifications is broken out below.

The provisions enacted by AB 361 providing flexibility to meet remotely during a proclaimed emergency will sunset on January 1, 2024. This is subject to change if a future Legislature and Governor elect to extend the sunset or make the provisions permanent.

AB 361 IMPACTS ON LOCAL AGENCY COMPLIANCE WITH THE BROWN ACT

Brown Act Requirement	Requirement under AB 361
If the legislative body of a local agency elects to use teleconferencing, it shall post agendas at all teleconference locations and conduct teleconference meetings in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the legislative body of a local agency.	• Agendas not required to be posted **at all teleconference locations** • Meeting must still be conducted in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the legislative body of a local agency

In the context of an emergency, members of the legislative body of a local agency may be teleconferencing from less-than-ideal locations – e.g., the private domicile of a friend or relative, a hotel room, an evacuation shelter, from a car, etc. The nature of the emergency may further compound this issue, as was the case during the COVID-19 outbreak and the necessity to implement social distancing measures. To address this issue, AB 361 provides relief from the obligation to post meeting agendas at all conference locations.

Although local agencies are relieved from this obligation, local agencies should endeavor to post meeting agendas at all usual locations where it remains feasible to do so.

***Important Note**: Local agencies must still provide advance notice of public meetings and must still post meeting agendas consistent with the provisions of the Brown Act. AB 361 does nothing to change the fact that meetings must still be noticed and agendized in advance.*

Brown Act Requirement	Requirement under AB 361
If the legislative body of a local agency elects to use teleconferencing, each teleconference location shall be identified in the notice and agenda of the meeting or proceeding, and each teleconference location shall be accessible to the public.	• Agendas are not required to identify each teleconference location in the meeting notice/agenda • Local agencies are not required to make each teleconference location accessible to the public

Emergencies can – and often do – happen quickly. As was the case with the 2018 Camp Fire, individuals fleeing a disaster area may end up in disparate locations throughout the state. These impromptu, ad hoc locations are not ideal for conducting meetings consistent with the usual

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Brown Act requirements, which may impede local agencies seeking to meet promptly in response to calamity. To that end, AB 361 removes the requirement to document each teleconference location in meeting notices and agendas. Similarly, local agencies are not required to make these teleconference locations accessible to the public.

Brown Act Requirement	Requirement under AB 361
If the legislative body of a local agency elects to use teleconferencing, during the teleconferenced meeting, at least a quorum of the members of the legislative body shall participate from locations within the boundaries of the territory over which the local agency exercises jurisdiction.	• No requirement to have a quorum of board members participate from within the territorial bounds of the local agency's jurisdiction

The purpose of AB 361 is to assist local agencies with continuing their critical operations despite facing emergencies that pose a risk to human health and safety – emergencies which oftentimes correspond with advisory or mandatory evacuation orders (e.g., wildfires, earthquakes, gas leaks, etc.). An emergency which drives individuals from an area could make meeting within the bounds of a local agency impossible to do feasibly or safely. Accordingly, AB 361 allows for local agencies to disregard quorum requirements related to members of a legislative body teleconferencing from locations beyond the local agency's territory.

Brown Act Requirement	Requirement under AB 361
If the legislative body of a local agency elects to use teleconferencing, the agenda shall provide an opportunity for members of the public to address the legislative body directly at each teleconference location.	• In each instance in which notice of the time of the teleconferenced meeting is given or the agenda for the meeting is posted, the legislative body shall also give notice of the manner by which members of the public may access the meeting and offer public comment • The agenda shall identify and include an opportunity for all persons to attend via a call-in option or an internet-based service option • The legislative body shall allow members of the public to access the meeting, and the agenda shall include an opportunity for members of the public to address the legislative body directly • In the event of a disruption which prevents the local agency from broadcasting the meeting to members of the public using the call-in option or internet-based service option, or in the event of a disruption within the local

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	agency's control which prevents members of the public from offering public comments using the call-in option or internet-based service option, the legislative body shall take no further action on items appearing on the meeting agenda until public access to the meeting via the call-in option or internet-based service option is restored • Written/remote public comment must be accepted until the point at which the public comment period is formally closed; registration/sign-up to provide/be recognized to provide public comment can only be closed when the public comment period is formally closed

The right of individuals to attend the public meetings of local agencies and be face-to-face with their elected or appointed public officials is viewed as sacrosanct, only able to be abrogated in the most extraordinary of circumstances. Under normal conditions, local agencies are required to allow members of the public to participate in a public meeting from the very same teleconference locations that other board members are using to attend that meeting.

AB 361 solves the specific problem of what to do in circumstances when local agencies are holding their meetings remotely during an emergency and it would be unsafe to permit access to members of the public to the remote teleconference locations. AB 361 permits local agencies to meet without making teleconference locations available to members of the public, **provided that** members of the public are afforded the opportunity to provide public comment remotely as well.

Importantly, local agencies must ensure that the opportunity for the public to participate in a meeting remains as accessible as possible. This means that local agencies cannot discriminate against members of the public participating either remotely or in-person. In practice, this means:

- Local agencies must clearly advertise the means by which members of the public can observe a public meeting or offer comment during a meeting remotely, via either a call-in or internet-based option

Importantly, local agencies are required to provide the relevant remote access information to members of the public looking to attend a meeting of a local agency legislative body. This information includes, but is not limited to: phone numbers, passwords, URLs, email addresses, etc. Using this information, members of the public must be able to attend the meeting remotely. Any of the information related to participation must be included in the relevant meeting notice(s) and meeting agenda(s). If an agency fails to provide one or more of these key pieces of

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information in a meeting notice or agenda, the agency should not proceed with the meeting as-is, as it could result in any subsequent action being rendered null or void.

- Agencies whose meetings are interrupted by technological or similar technical disruptions must first resolve those issues before taking any other action(s) on items on the meeting agenda

In a notable departure from the terms of the Governor's orders, AB 361 explicitly requires that local agencies must first resolve any remote meeting disruption before proceeding to take further action on items appearing on a meeting agenda. In the event that a public comment line unexpectedly disconnects, a meeting agenda was sent out with the incorrect web link or dial-in information, the local agency's internet connection is interrupted, or other similar circumstances, a local agency is required to stop the ongoing meeting and work to resolve the issue before continuing with the meeting agenda.

Local agencies should ensure that the public remains able to connect to a meeting and offer public comment by the means previously advertised in the meeting notice or agenda. This may require directing staff to monitor the means by which the public can observe the meeting and offer comment to ensure that everything is operating as intended.

In the event that a meeting disruption within the control of the agency cannot be resolved, a local agency should not take any further action on agenda items; the local agency should end the meeting and address the disruption in the interim, or it may risk having its actions set aside in a legal action.

***Important Note**: Test, test, test! Local agencies should be testing their remote meeting setup in advance of (and during) every meeting to ensure that there are no apparent issues. Local agency staff should attempt to attend the meeting in the same way(s) made available to members of the public and demonstrate that everything is working as intended. The fact that staff tested the system before and during a meeting and failed to detect any problems may become a key factor in any potential legal action against the agency.*

- Local agencies cannot require that written comments be submitted in advance of a meeting

It is not permissible to require that members of the public looking to provide public comment do so by submitting their comment(s) in advance of a meeting – in fact, not only is this a violation of AB 361's terms, it is also a violation of the Brown Act generally. Both AB 361 and the Brown Act explicitly require that members of the public be given the opportunity to provide public comment **directly** – that is, live and at any point prior to public comment being officially closed during a public meeting. Until such time during a meeting that the chairperson (or other authorized person) calls for a close to the public comment period, members of the public are allowed to submit their public comments directly or indirectly, orally, written, or otherwise.

- Local agencies may only close registration for public comment at the same time the public comment period is closed, and must accept public comment until that point

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Local agencies cannot require that individuals looking to provide public comment register in advance of a meeting (though agencies may extend the **possibility** of advance registration or commenting as a **non-mandatory** option). Nor may local agencies require that individuals looking to provide public comment register in advance of the agenda item being deliberated by a local agency. Local agencies may only close registration for public comment at the same time that they close the public comment period for all. Until the public comment period is completely closed for all, members of the public must be permitted to register for, and provide, public comment.

Local agencies that agendize a comment period for each agenda item cannot close the public comment period for the agenda item, or the opportunity to register to provide public comment, until that agendized public comment period has elapsed.

Local agencies that do not provide an agendized public comment period but instead take public comment separately on an informal, ad hoc basis on each agenda item must allow a reasonable amount of time per agenda item to allow public members the opportunity to provide public comment, including time for members of the public to register or otherwise be recognized for the purpose of providing public comment.

Local agencies with an agendized general public comment period that does not correspond to a specific agenda item (i.e., one occurring at the start of a meeting, covering all agenda items at once) cannot close the public comment period or the opportunity to register until the general public comment period has elapsed.

Brown Act Requirement	Requirement under AB 361
A member of the public shall not be required, as a condition to attendance at a meeting of a legislative body of a local agency, to register his or her name, to provide other information, to complete a questionnaire, or otherwise to fulfill any condition precedent to his or her attendance. If an attendance list, register, questionnaire, or other similar document is posted at or near the entrance to the room where the meeting is to be held, or is circulated to the persons present during the meeting, it shall state clearly that the signing, registering, or completion of the document is voluntary, and that all persons may attend the meeting regardless of whether a person signs, registers, or completes the document.	• An individual desiring to provide public comment through the use of an internet website, or other online platform, not under the control of the local legislative body that requires registration to log in to a teleconference, may be required to register as required by the third-party internet website or online platform to participate

"Zoom meetings" became ubiquitous during the COVID-19 pandemic – for good reason. The Zoom video teleconferencing software was free (with some "premium" features even made temporarily free to all users), easily deployed, and user-friendly. All one needed was a Zoom

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account and then they'd be able to make use of the platform's meeting services, hosting and attending various meetings as they pleased.

Unfortunately, the Brown Act has long prohibited the use of mandatory registration or "sign-ups" to attend public meetings or to provide public comment. Privacy and good governance concerns prohibit such information gathering from members of the public seeking to remain anonymous while also engaging with their government. Accordingly, it would normally be a concern to use any teleconference platform which may require participants to register for an account even when it is not the local agency establishing that requirement.

AB 361 resolves this issue by explicitly allowing local agencies to use platforms which, incidental to their use and deployment, may require users to register for an account with that platform so long as the platform is not under the control of the local agency.

***Important Note**: Just because you "can" doesn't mean you "should." There are products on the market that do not require individuals to sign up for/sign in to an account to participate in a remote meeting. Local agencies are heavily discouraged from contacting their remote meeting platform vendor in an attempt to uncover information about meeting attendees.*

RESOLUTIONS: ENACTING ASSEMBLY BILL 361

A local agency wishing to rely on the provisions of AB 361 must meet one of the following criteria:

(A) The local agency is holding a meeting during a proclaimed state of emergency, and state or local officials have imposed or recommended measures to promote social distancing; or

(B) The local agency is holding a meeting during a proclaimed state of emergency for the purpose of determining, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees; or

(C) The local agency is holding a meeting during a proclaimed state of emergency and has determined, by majority vote, that, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

These criteria permit a local agency to schedule a remote meeting to determine whether meeting in-person during the state of emergency would pose imminent risk to the health or safety of attendees. At that remote meeting, a local agency may determine by majority vote that sufficient risks exist to the health or safety of attendees as a result of the emergency and pass a resolution to that effect. These criteria also permit a local agency to meet remotely in the event that there is a state of emergency declaration while state or local officials have recommended or required measures to promote social distancing.

If a local agency passes a resolution by majority vote that meeting in-person during the state of emergency would present imminent risks to the health or safety of attendees, the resolution would permit meeting under the provisions of AB 361 for a maximum period of 30 days. After 30

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days, the local agency would need to renew its resolution, consistent with the requirements of AB 361, if the agency desires to continue meeting under the modified Brown Act requirements, or allow the resolution to lapse.

***Important Note**: Consider referencing the initial sample resolution linked on this page **(click here)** in crafting your agency's initial resolution effecting the transition to these modified Brown Act requirements. While this sample resolution is provided for the benefit of local agencies, consult your legal counsel to review your agency's resolution before its consideration at a public meeting.*

After 30 days, a local agency is required to renew its resolution effecting the transition to the modified Brown Act requirements if it desires to continue meeting under those modified requirements.

Importantly, the ability to renew the resolution is subject to certain requirements and conditions. In order to renew the resolution, a local agency must:

- Reconsider the circumstances of the state of emergency
- Having reconsidered the state of emergency, determine that either
  - The state of emergency continues to directly impact the ability of the members to meet safely in person, or
  - State or local officials continue to impose or recommend measures to promote social distancing

AB 361 requires that the renewal of the resolution effecting the transition to the modified Brown Act requirements must be based on findings that the state of emergency declaration remains active, the local agency has thoughtfully reconsidered the circumstances of the state of emergency, and the local agency has either identified A) ongoing, direct impacts to the ability to meet safely in-person or B) active social distancing measures as directed by relevant state or local officials.

***Important Note**: Consider referencing the subsequent adoption sample resolution linked on this page **(click here)** in crafting your agency's renewal resolution renewing the transition to these modified Brown Act requirements. While this sample resolution is provided for the benefit of local agencies, consult your legal counsel to review your agency's resolution before its consideration at a public meeting.*

***Important Note**: If your agency does not meet again before the 30 day period during which the resolution remains active, the resolution will lapse for lack of action by the agency. After a resolution has lapsed, if the agency seeks to meet remotely again under the modified Brown Act requirements, it must pass a new initial resolution effecting the transition to the modified Brown Act requirements, subject to the same substantive and procedural requirements as before.*

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California Special Districts Association

Districts Stronger Together

AB 361 PROCESS: AN EXECUTIVE SUMMARY

1. An emergency situation arises. The specific nature of the emergency produces an imminent risk to public health and safety.
2. A state of emergency is declared (pursuant to CA GOVT § 8625).
3. A local agency wishes to meet remotely via teleconferencing as a result of the emergency. A meeting notice/agenda are produced and posted, with an agenda item dedicated to consideration of a resolution to transition to teleconferenced meetings consistent with the terms of CA GOVT § 54953, subdivision (e). For this meeting, the modified Brown Act requirements apply (e.g., meeting notices/agendas do not need to be posted at all teleconference locations).
4. A resolution is passed consistent with the terms of CA GOVT § 54953, subdivision (e), paragraph (1), subparagraph (B) (i.e., a resolution passed by majority vote determining that meeting in person would present imminent risks to the health or safety of attendees).[1] This resolution is valid for 30 days.
5. 30 days later: if the state of emergency remains active, a local agency may act to renew its resolution effecting the transition to teleconferenced meetings by passing another resolution, consistent with the terms of CA GOVT § 54953, subdivision (e), paragraph (3) (i.e., a resolution which includes findings that legislative body has both 1) reconsidered the circumstances of the state of emergency, and 2) the state of emergency continues to directly impact the ability of the members to meet safely in person.[2]

[1] Alternatively, in lieu of a resolution finding that meeting in person would present imminent risks to the health or safety of attendees, a local agency may use modified Brown Act procedures when state/local officials recommend/require measures to promote social distancing.

[2] Should state/local officials continue to impose or recommend measures to promote social distancing, this may instead be used as a basis for renewing a resolution (as opposed to the fact that the state of emergency continues to directly impact the ability of the members to meet safely in person).

This communication is provided for general information only and is not offered or intended as legal advice. Readers should seek the advice of an attorney when confronted with legal issues and attorneys should perform an independent evaluation of the issues raised in these communications.

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MARIPOSA COUNTY

Clerk of the Board of Supervisors ·

MEETING: April 5, 2022

TO: The Board of Supervisors

FROM: Keith Williams, Interim Clerk of the Board/Treasurer/Tax Collector

RE: Minute Order Tracking

RECOMMENDATION AND JUSTIFICATION:

Receive Tracking List of Open Minute Orders.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

At the meeting of January 22, 2019, the Clerk of the Board was directed to regularly report on open Minute Orders to allow the Board to track their completion. Quarterly reports of open minute orders have been brought to the Board since.

On January 25, 2022, the Board gave further direction that these reports should be placed on the Regular Agenda to allow the Board to more fully consider and discuss the topic.

The last report was brought to the Board on January 25, 2022. However, since that time, a missing entry was discovered. Consequently, the attached tracking list includes a new item from March 16, 2021 related to the sale of surplus property.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

No action is being requested.

ATTACHMENTS:
Minute Order Tracking List (PDF)
Planning Response (1) BOS Minute Order Tracking Status with Attachments (PDF)
Planning Response (2) BOS Minute Order Tracking Status with Attachments (PDF)
CAO Response (PDF)
PW - memo minute order tracking. (PDF)
Minute Order Tracking List (PDF)

RESULT: INFORMATION RECEIVED

MINUTE ORDER TRACKING

(Direction requiring a later action.)
Last Updated: 3/30/2022 (through April 5th, Meeting)

Meeting:	Res. Number:	From:	Directed To:	Completion or Return Date:	Action Requested/Volunteered:
2/27/2018	18-097	Board consensus	Dallin Kimble/CAO	Regularly	ITEM: Receive and Review the Midyear Financial Status Report and Approve Budget Adjustments (Initiating Department: Admin) **DIRECTION: The CAO is to regularly bring briefing sheets to the Board showing how the money from the MID Settlement is spent.**
6/26/2018	N/A	Board consensus	Dallin Kimble/CAO	None.	ITEM: Discussion and Direction Regarding the Development of an Event Sponsorship Policy or Set of Guidelines (Initiating Department: Admin) **DIRECTION: Staff is to solicit input from community organizations to develop special events guidelines and policy. Until completed, staff is to process requests for recurring special events with no changes as usual; however, new events must be brought to the Board for approval. (1-26-21: The Board directed that a similar discussion and direction from 2-25-2020 be removed from the tracking list.)**
1/22/2019	N/A	Board consensus	Sarah Williams/Planning Director and Mikey Goralnik/Community Design and Development Planner	Ongoing.	ITEM: Discussion and Direction to Staff Regarding Financing Strategies for Merced River Trail and Mariposa Creek Parkway Legacy Projects (Initiating Department: Planning) **DIRECTION: Regarding the Merced River Trail and Mariposa Creek Parkway Legacy Projects, staff is to address the issue of the easement before spending effort on the Forest Service compliance aspect.** ****1/28/2020: Clarification added that Forest Service compliance aspect applies only to the Merced River Trail - not to the Mariposa Creek Parkway.**
2/26/2019	N/A	Board consensus	Dallin Kimble/County Administrative Officer	None.	ITEM: Discussion and Direction on Real Estate Status and Opportunities (Initiating Department: Admin) **DIRECTION: The CAO is to move forward with the staff needs evaluation, and prepare an inventory of County owned properties for use in future considerations.**
6/9/2020	N/A	Board consensus	Dallin Kimble/CAO	None.	ITEM: Discussion and Direction on Pension and OPEB (Initiating Department: Admin) **DIRECTION: The CAO is to continue assessing solutions and return at some point with a proposal of what funds to invest.**

Attachment: Minute Order Tracking List (12698 : Minute Order Tracking)

Meeting:	Res. Number:	From:	Directed To:	Completion or Return Date:	Action Requested/Volunteered:
3/16/2021	N/A	Board consensus	Dallin Kimble/CAO	None.	Discussion and Direction Regarding Sale of Surplus Property (MPA APN 001-030-001 & TC APN 071-120-011) **DIRECTION: The CAO is directed to pursue selling the property, including pursuing removing the deed restriction, but first ascertaining the value of the two parcels together and separate as well as with the deed restriction in place and without.**
5/18/2021	N/A	Board consensus	Dallin Kimble/CAO	None.	ITEM: Discussion and Direction on Real Estate Status and Opportunities **DIRECTION: The Board concurred that the CAO is to prioritize investigating options and solutions, including applicable studies, for the public safety departments, particularly the Sheriff's Administration Building and possible pursuit of the Spring Hill site for use by County Fire; and that the CAO move to start getting surplus County-owned property back in private hands.**
7/13/2021	21-415	Board consensus	Dallin Kimble/CAO	None.	ITEM: PUBLIC HEARING: Adopt a Resolution Approving an Application for Community Development Block Grant (CDBG) Funding; and Authorize the Board of Supervisors Chair to Sign the Grant Agreement and Any Amendments Thereto from the 2021 Notice of Funding Availability (NOFA) to Fund a Resort Hotel & Conference Center Feasibility Study (Subject to Approval as to Legal Form by County Counsel) **ACTION: Approved contingent upon the draft RFP coming back to the Board for approval.**
8/10/2021	N/A	Board consensus	Shannon Hansen/Interim Public Works Director; Dallin Kimble/CAO	None.	ITEM: Receive a Presentation from the Water Agency Advisory Board Regarding Next Steps in Implementation of the M.I.D. Settlement **DIRECTION: The CAO is to facilitate the preparation of an RFP for a Water Project Feasibility Study that will use the $250,000 previously allocated for such a study, and which will come back to the Board for approval prior to being issued; any use of M.I.D. settlement funds is to be limited until the Board receives the completed feasibility study and decides if it will pursue a water project; and the WAAB authorities and purpose are to be updated to allow its members to work on the issue.**

Attachment: Minute Order Tracking List (12698 : Minute Order Tracking)

Meeting:	Res. Number:	From:	Directed To:	Completion or Return Date:	Action Requested/Volunteered:
12/7/2021	N/A	Board consensus	Sarah Williams/Planning Director, Deborah Willis/Interim Building Director, Dallin Kimble/County Administrative Officer, and Steven W. Dahlem/County Counsel	5/10/2022	Follow-Up Discussion and Direction Regarding Code Compliance Processes and Determination of Required Resources **DIRECTION: Staff is to bring back an item and resolution that describes recommendations for an amnesty program, as well as a resolution for a minor County Code Amendment, which will be routed through the Code Compliance Advisory Committee prior to any Board action. The County Administrative Officer and Human Resources will work with Planning to get the extra help necessary to begin going through the list of outstanding code compliance cases. Planning will return to the Board with another report in 4 to 6 months. County Counsel will research the question of legality of levying fines without going to court, as well as whether new permits can be withheld for properties already in noncompliance.**
1/25/2022	2022-061	Board consensus	Dallin Kimble/County Administrative Officer	N/A	Adopt a Resolution Approving Fee Adjustments for Planning, Building, Environmental Health, Surveyor, Engineering, and Airport Operations Effective April 1, 2022 Action was taken to adopt option 1 - the 25% phased increase that was previously approved, along with the 5% CPI, with the resolution amended in the 7th Whereas Paragraph to indicate that the last review and update of Public Works Airport user fees occurred in 2020, rather than 2019, via Resolution 20-082, rather than Resolution 2019-731, and with the chart of fees attached as an exhibit after it has been amended to show only the information relevant to this action. **Staff is to return with another item to address the increases for years 3 and 4, as well as CPI; and that the new item also include a mechanism to address CPI in years beyond the phasing so that it can occur without Board action.**

Attachment: Minute Order Tracking List (12698 : Minute Order Tracking)

MARIPOSA PLANNING

COUNTY OF MARIPOSA
5100 BULLION STREET • POST OFFICE BOX 2039
MARIPOSA, CALIFORNIA 95338–2039
209 . 742 . 1215 • FAX 209 . 742 . 5024

Sarah Williams, Director
swilliams@mariposacounty.org

MEMORANDUM

Date: March 11, 2022

To: Board of Supervisors

From: Sarah Williams, Director

Topic: Minute Order Tracking Item from December 7, 2021 Meeting

DECEMBER 7, 2021:

Based on Board direction given to staff on October 19, 2021, staff scheduled an item entitled, ***"Follow-Up Discussion and Direction Regarding Code Compliance Processes and Determination of Required Resources".***

Staff presented:

- Compliance process flowchart
- Excerpts from current code
- List of open code compliance cases

BOARD DIRECTION: Staff is to bring back an item and resolution that describes recommendations for an amnesty program, as well as a resolution for a minor County Code Amendment, which will be routed through the Code Compliance Advisory Committee prior to any Board action. The County Administrative Officer and Human Resources will work with Planning to get the extra help necessary to begin going through the list of outstanding code compliance cases. Planning will return to the Board with another report in 4 to 6 months. County Counsel will research the question of legality of levying fines without going to court, as well as whether new permits can be withheld for properties already in noncompliance.

Directed Items:

1. Bring back an Amnesty Program for current code provisions for penalties in Title 15 (Planning/Building).

Attachment: Planning Response (1) BOS Minute Order Tracking Status with Attachments (12698 : Minute Order Tracking)

STATUS: Staff prepared a draft Amnesty Program (Resolution). It was scheduled for Code Compliance Advisory Committee (CCAC) review at the CCAC meetings of February 2, 2022 and March 2, 2022. The CCAC has not yet reviewed the item and made a recommendation to the Board of Supervisors. The item will be scheduled for the CCAC meeting agenda for April.

The draft Amnesty Program (Resolution) is attached to this memorandum.

2. Bring back an ordinance to withhold permits on parcels with open cases (Planning/Building).

STATUS: Staff prepared a draft Ordinance. It was scheduled for CCAC review at the CCAC meetings of February 2, 2022 and March 2, 2022. The CCAC has not yet reviewed the item and made a recommendation to the Board of Supervisors. The item will be scheduled for the CCAC meeting agenda for April.

The draft Ordinance is attached to this memorandum.

3. Get extra help staff to go through list of outstanding code cases (Code Compliance).

STATUS: Extra help staff was hired on January 10, 2022 to assist Code Compliance.

4. Research legality of levying fines without going to Court and withhold permits on non-complying parcels (County Counsel).

STATUS: County Counsel's office is responsible for this request.

Attachments:

1. Memo to CCAC and Draft Amnesty Program
2. Memo to CCAC and Draft Ordinance

Attachment: Planning Response (1) BOS Minute Order Tracking Status with Attachments (12698 : Minute Order Tracking)

MARIPOSA PLANNING

COUNTY OF MARIPOSA
5100 BULLION STREET • POST OFFICE BOX 2039
MARIPOSA, CALIFORNIA 95338–2039
209 . 742 . 1215 • FAX 209 . 742 . 5024

Sarah Williams, Director
swilliams@mariposacounty.org

MEMORANDUM

Date: January 26, 2022

To: Code Compliance Advisory Committee (CCAC)

From: Sarah Williams, Director

Topic: Recommendation to Board of Supervisors Regarding Draft Amnesty Program for Civil Penalties

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At their meeting on December 7, 2021, the Board of Supervisors considered existing code authority for civil penalties, Section 15.10.260 (attached).

The Board directed staff to prepare an Amnesty Program pursuant to this code, to provide time for existing property owners with violations to pursue compliance without being subject to potential civil penalties.

A draft resolution establishing an Amnesty Program for Civil Penalties is scheduled for your review and recommendation to the Board of Supervisors for action.

Attachment: Planning Response (1) BOS Minute Order Tracking Status with Attachments (12698 : Minute Order Tracking)

15.10.260 Civil Penalty For Violation Of Certain Building, Zoning, Public Health, Grading And Drainage Regulations

A. Charge - Code violation. In addition to any other fee or penalty imposed by this code or by law any person who violates Chapters 15.10, and 15.11, of this code shall pay one of the following sums, as determined by the enforcing officer, to the county of Mariposa.

1. If the violation arises from an unlawful commercial, rental or similar use or structure or the property:

   a. The fair market rental value of the land or structure in violation for the period o time elapsed from the date of mailing the Notice of Violation through to its abatement by whatever means; or

   b. No less than twenty-five dollars ($25.00) per day and no more than one hundred dollars ($100) per day for the first violation; no more than two hundred dollars ($200) per day for a second violation of the same ordinance within one year; and no more than five hundred dollars ($500) per day for each additional violation o the same ordinance within one year for each day that the violation exists after the date of mailing of the Notice of Violation through to its abatement by whateve means; or

   c. In the event that the use or structure in violation may be permitted with an appropriate permit, a minimum of three (3) times and up to maximum of ten (10 times the amount of the standard fee for every required approval, review, and permit will be imposed.

2. If the violation arises from an unlawful owner-occupied residential use or structure on the property:

   a. The fair market rental value of the land or structure in violation for the period o time elapsed from the date of mailing of the Notice of Violation through to its abatement by whatever means; or

   b. No less than fifteen dollars ($15.00) per day and no more than one hundred dollars ($100) per day for the first violation; or no more than two hundred dollars ($200) per day for a second violation of the same ordinance within one year; or no more than five hundred dollars ($500) per day for each additional violation of the same ordinance within one year for each day that the violation exists after the date of mailing of the Notice of Violation through to its abatement by whatever means or

   c. In the event that the use or structure in violation may be permitted with an appropriate permit, a minimum of three (3) times and up to a maximum of five (5 times the amount of the standard fee for every required approval, review and permit will be imposed.

3. For any other violation, including but not limited to an unlawful noncommercial junkyard an unlawful noncommercial truck terminal, an unlawful non-operative vehicle storage yard, and an unlawful accessory structure:

   a. No less than five dollars ($5.00) per day and no more than one hundred dollars ($100) per day for the first violation; no more than two hundred dollars ($200) pe day for a second violation of the same ordinance within one year; and no more than five hundred dollars ($500) per day for each additional violation of the same

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ordinance within one year for each day that the violation exists after the date of mailing of the Notice of Violation through to its abatement by whatever means; or

b. In the event that the use or structure in violation may be permitted with an appropriate permit, a minimum of three (3) times and up to a maximum of five (5 times the amount of the standard fee for every required approval, review, and permit will be imposed.

4. The enforcing officer shall have the sole and exclusive discretion to set the amount of the civil penalties within the ranges set forth in this section, except that the enforcing office shall not impose any penalty greater than the minimum amount in any range of civi penalties set forth in this section, unless the enforcing officer's department has adopted a written policy setting forth how civil penalties within the various ranges are determined.

B. Enforcing officer. For the purposes of this section "Enforcing Officer" means the director of the Mariposa County building department, or his/her designee.

C. Determination of penalties. The determination of charges imposed under this section shall be as defined herein:

1. Such determination shall take into account the facts and circumstances of the violation including, but not limited to:

a. Whether or not the violation poses a threat to human health, safety, or to the environment;

b. The seriousness or gravity of the violation;

c. The length of time the violation has existed;

d. The culpability of the person in violation or the willfulness of the violation;

e. The knowledge of and familiarity with building regulation of the individual tha created or caused the violation to occur;

f. The extent of the violation and its effect on adjoining properties;

g. Any attempts to comply with the applicable ordinances;

h. And any other information which might be relevant to the determination of charges to be imposed.

D. Appeal of determination. At the discretion of the enforcing officer, or his/her designee, or upon the proper appeal of the property owner, the determination may be referred to the Mariposa County building appeals board. A person dissatisfied with the decision of the appeals board may appeal to the board of supervisors pursuant to the county code appeals procedures.

E. Exclusions.

1. The charges imposed by this section shall not apply if the property owner establishes that, at the time he or she acquired the property, (i) a violation of this code existed on the property, (ii) the property owner did not have actual or constructive notice of the existence of said violation, and (iii) within thirty (30) days after the mailing of Notice of Existence o said violation the property owner initiates and pursues with due diligence, and good faith effort is made to meet the requirements of Mariposa County Codes as determined solely by the enforcing officer.

Note of Clarification: A property owner has constructive notice of the existence of a violation if the property owner has actual notice of circumstances sufficient to put a

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prudent person upon inquiry as to a particular fact and if by prosecuting such inquiry, the person might have learned that a violation existed on the property.

2. The charges imposed by this section shall not apply if the owner establishes that (i) within thirty (30) days after the date of mailing of Notice of Existence of the violation, the property owner removed from the property the use or structure which constituted the violation, and (ii) the property owner had not previously been mailed a notice of a violation of the same code section, regardless of the parcel on which such violation occurred.
3. The board of supervisors may amend or temporarily suspend the provisions of this section by the adoption of a resolution establishing an amnesty period for a period of time so stipulated in the resolution.

HISTORY
Adopted by Ord. 1073 Sec. II on 11/9/2010

Attachment: Planning Response (1) BOS Minute Order Tracking Status with Attachments (12698 : Minute Order Tracking)

STATE OF CALIFORNIA
COUNTY OF MARIPOSA
BOARD OF SUPERVISORS

DRAFT Resolution
No. 2022-___ **A Resolution Adopting a Civil Penalty Amnesty Program Pursuant to Mariposa County Code Section 15.10.260 Entitled "Civil Penalty for Violation of Certain Building, Zoning, Public Health, Grading and Drainage Regulations"**

WHEREAS, Mariposa County Development Services Departments include the Building Department, the Planning Department and the Environmental Health Unit; and

WHEREAS, Mariposa County Development Services Departments are responsible for the enforcement of county ordinances and state laws, including building codes, zoning codes and environmental health codes; and

WHEREAS, the Mariposa County Board of Supervisors finds that compliance with codes and regulations are fundamentally necessary and beneficial for the health, safety and welfare of its residents. The violation of these codes and regulations can result in negative impacts to the health, safety and welfare of property owners and residents of Mariposa County; and

WHEREAS, Mariposa County Code Section 15.10.260 entitled "Civil Penalty For Violation Of Certain Building, Zoning, Public Health, Grading And Drainage Regulations" establishes various civil penalties for county code violations; and

WHEREAS, the code establishes that the enforcing officer, who is defined as the director of the Mariposa County Building Department or his/her designee, shall have the sole and exclusive discretion to set the amount of the civil penalties and to charge those penalties to property owners of parcels on which there are violations; and

WHEREAS, Mariposa County Code Subsection 15.10.260.E.3 establishes "exclusions"; and

WHEREAS, the exclusions include authority for the Board of Supervisors to amend or temporarily suspend the imposition of civil penalties by the adoption of a resolution establishing an amnesty period; and

WHEREAS, the Board of Supervisors discussed an item entitled, "Follow-Up Discussion and Direction Regarding Code Compliance Processes and Determination of Required Resources" at their meeting on the 7th day of December 2021; and

WHEREAS, at their meeting on the 7th day of December 2021, staff provided information about 1) current code authority available to staff, to effect compliance, and 2) the over 500 open code compliance cases on file, the majority of which are directly related to structures, additions, modifications and grading done without permits; and

WHEREAS, at the meeting on the 7th day of December 2021, staff also presented information about the county's code provisions for civil penalties for certain types of violations; and

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WHEREAS, there was significant public testimony provided to the Board for this agenda item; and

WHEREAS, following discussion, the Board directed staff to bring back an item and resolution that establishes an Amnesty Program for civil penalties (Board of Supervisors' Minute Order 12252) pursuant to Mariposa County Code Subsection 15.10.260.E.3; and

WHEREAS, this action was taken based on the Board's recognition that many property owners may not be aware of violations on their property; property owners will be provided a reasonable time period to work with staff to understand the compliance issues on their property and to resolve their violations voluntarily, before financial penalties are imposed; and

WHEREAS, the Civil Penalty Amnesty Program is established to encourage voluntary compliance; and

WHEREAS, staff was directed to schedule the proposed Civil Penalty Amnesty Program though the Mariposa County Code Compliance Advisory Committee (CCAC), a citizen's advisory committee, for their review and recommendation; and

WHEREAS, the CCAC did consider the proposed Civil Penalty Amnesty Program at their duly noticed meeting on the 2nd day of February 2022 and recommended the Board of Supervisors _____; and

WHEREAS, a duly noticed Board of Supervisors' public hearing to consider the proposed Civil Penalty Amnesty Program was scheduled for ___ day of February 2022; and

WHEREAS, a staff memorandum and packet was prepared pursuant to local administrative procedures; and

WHEREAS, the Board of Supervisors did hold a public meeting on the ___ day of February 2022 and considered all the information in the public record, including the staff memorandum packet, the recommendations of the CCAC and testimony from the public.

NOW THEREFORE BE IT RESOLVED THAT the Board of Supervisors of the County of Mariposa does hereby:

1. Adopt and approve a Civil Penalty Amnesty Program for civil penalties for violations of certain building, zoning, public health, grading and drainage regulations pursuant to authority established by Mariposa County Code Subsection 15.10.260; and
2. Establish that the Civil Penalty Amnesty Program shall be in effect for a total of six (6) months, beginning on the date of adoption of this resolution, ____, 2022; and
3. Establish that the Civil Penalty Amnesty Program shall expire on ____, 2022, unless an extension is approved; and
4. Establish that a one-time 6-month extension of the Civil Penalty Amnesty Program may be considered by the Board of Supervisors, if there would be a benefit to the extension by

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continued voluntary compliance activities as determined by the Board.

NOW THEREFORE BE IT FURTHER RESOLVED THAT the details of implementation of the Civil Penalty Amnesty Program are further defined and described in Exhibit 1 of this resolution.

ON MOTION BY Supervisor _____, seconded by Supervisor _____, this resolution is duly passed and adopted this ___ day of February 2022 by the following vote:

AYES:

NOES:

EXCUSED:

ABSTAIN:

_____
Rosemarie Smallcombe, Chair
Mariposa County Board of Supervisors

Attest:

_____
René LaRoche,
Clerk of the Board of Supervisors

APPROVED AS TO LEGAL FORM

_____
Steven W. Dahlem
County Counsel

Attachment: Planning Response (1) BOS Minute Order Tracking Status with Attachments (12698 : Minute Order Tracking)

Exhibit 1

Implementation Provisions for Civil Penalty Amnesty Program for Certain Building, Zoning, Public Health, Grading and Drainage Regulations

Duration: The duration for this amnesty shall commence upon adoption of the resolution and continue for a period of six (6) months.

A one-time six-month extension may be approved by the Board of Supervisors, if the program is continuing to show success in encouraging voluntary compliance.

Notice: Notice of availability of the Civil Penalty Amnesty Program shall be as follows:

1. A notice shall be mailed to all owners of parcels on which there are unresolved violations subject to civil penalties pursuant to County Code Section 15.10.260. Notice shall be sent to the owner of record, as shown on the current assessment role of Mariposa County.
2. A notice shall be posted in public places in communities throughout the county, pursuant to the list identified in County Code Section 17.132.020.C. The posting shall also be on the County's website.
3. A notice shall be published in a newspaper of general circulation within the county at least twice.

Eligibility: The amnesty is established for any existing violations as defined in Mariposa County Code Section 15.10.260 entitled "Civil Penalty for Violations of Certain Building, Zoning, Public Health, Grading and Drainage Regulations", which were in effect as of the effective date of the amnesty program.

Effect: During the Civil Penalty Amnesty Program, Mariposa County staff shall waive the civil penalties described in County Code Section 15.10.260 for any violations which existed as of the date of the program, and which comply with all requirements of the Civil Penalty Amnesty Program.

Implementation: In order to be eligible for the amnesty from civil penalties, property owners of parcels on which there are violations must enter into an Amnesty Agreement with the County as described below. Participation in the Amnesty Program is voluntary on the part of a property owner. There shall be no waiver to the requirement to enter into an agreement.

Amnesty Agreement: As a condition of the Civil Penalty Amnesty Program each participating property owner shall enter into an Amnesty (Compliance) Agreement with Mariposa County.

Attachment: Planning Response (1) BOS Minute Order Tracking Status with Attachments (12698 : Minute Order Tracking)

The Amnesty Agreement, also referred to as a Compliance Agreement, shall contain, but not limited to, all of the following information:

1. Identification of the property by street address and APN (Assessor Parcel Number).
2. Current ownership
3. Contact information for current ownership, which may include telephone number(s) and email addresses
4. Detailed description and summary of the violation
5. Steps necessary, including permit requirements, for the remediation of the violation
6. Time period negotiated between property owner and county for the corrections

   The time period for corrections will be established with reasonable allowances for owner to submit and obtain permitting, owner to complete work, owner to cover costs for permitting and work, contractor availability, etc.

   Should the property owner require additional time (beyond the negotiated time period in the agreement) to perform the remediation corrections, a request in writing must be presented to the Building Director by owner for evaluation prior to the expiration of the agreement. The request will be evaluated on the following criteria:

   a. Impacts to health and safety
   b. The total amount of time that has passed since the violation was initially identified
   c. The owner's cooperation and owner's progress toward remediation as of the date of the request
   d. Violations for which minimal or negligible corrective measures have been completed will not be eligible for an extension
   e. Violations for which non-compliance is exhibited for any other requirement in the agreement will not be eligible for an extension
7. It shall be the sole responsibility of the property owner to provide proof of that timeframes and benchmarks have been met.
   a. Proof shall be provided in the form of objective documentation including but not limited to pictures, receipts, copies of contractor agreements or other documentation of repairs and progress.
8. Signature of property owner (and tenant in cases where tenant has created or added to violations) and Building Director or his/her designee.
9. Upon signing of the agreement, the case shall be removed from the active code compliance list. Failure to comply with the agreement will result in the case being placed back on the active case log.
10. Any non-compliance with terms and provisions of the agreement will be considered a breach of the agreement.

Attachment: Planning Response (1) BOS Minute Order Tracking Status with Attachments (12698 : Minute Order Tracking)

11. Any additional violations occurring on the property after entering into the agreement will be considered a breach of the agreement and subject to enforcement.
12. In the event of breach of the agreement, civil penalties shall accrue from the date of breach and shall be assessed pursuant to the penalty structure established by County Code Section 15.10.260.
13. The agreement shall include owner authorization for staff to access a property for periodic inspections to determine compliance. Staff will not access a property without prior notification to the owner.

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MARIPOSA PLANNING

COUNTY OF MARIPOSA
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Sarah Williams, Director
swilliams@mariposacounty.org

MEMORANDUM

Date: January 26, 2022

To: Code Compliance Advisory Committee (CCAC)

From: Sarah Williams, Director

Topic: Draft Ordinance for Permitting

At their meeting on December 7, 2021, the Board of Supervisors considered an agenda item entitled "Follow-Up Discussion and Direction Regarding Code Compliance Processes and Determination of Required Resources."

As a result of the discussion regarding resources, the Board directed staff to prepare a minor County Code Amendment that states if a violation exists on a parcel, no other permits shall be issued to that parcel, expect for those related to the cure of the violation. The amendment was to include an exception for emergency permits necessary for immediate health and safety of residents. This amendment was proposed to ensure that the County isn't issuing permits to parcel with violations, including permits which support or exacerbate the violation (such as a well permit issued to a parcel on which there has been multiple seasons of illegal marijuana grown in unpermitted greenhouses) (where crops were previously watered by delivered water).

A draft ordinance is scheduled for your review and recommendation to the Board of Supervisors for action.

Attachment: Planning Response (1) BOS Minute Order Tracking Status with Attachments (12698 : Minute Order Tracking)

MARIPOSA COUNTY ORDINANCE NO. ___

AN ORDINANCE AMENDING SECTION 15.10.260 OF THE MARIPOSA COUNTY CODE ENTITLED "CIVIL PENALTY FOR VIOLATION OF CERTAIN BUILDING, ZONING, PUBLIC HEALTH, GRADING AND DRAINAGE REGULATIONS"

WHEREAS, the purpose of this ordinance is the preservation of the public peace health and safety in the County; and

WHEREAS, the Board of Supervisors desires to ensure that the County's Development Services Departments are not issuing permits to parcels with violations, including permits which support or exacerbate a violation.

NOW, THEREFORE, the Board of Supervisors of the County of Mariposa does ordain as follows:

SECTION I: Section 15.10.260 entitled "CIVIL PENALTY FOR VIOLATION OF CERTAIN BUILDING, ZONING, PUBLIC HEALTH, GRADING AND DRAINAGE REGULATIONS", shall be amended by adding Subsection "F" which shall read in its entirety as follows:

F. Except as otherwise provided herein, no application for building permit shall be accepted, no certificate of occupancy or form of clearance of any type shall be issued, and no inspection services shall be provided, for a parcel upon which an unabated county code violation exists. This prohibition shall not apply to any permit or action necessary for the correction or abatement of a county code violation. This prohibition shall not apply to an emergency permit which is necessary for the immediate health and safety of residents as determined by the Building Director.

SECTION II: This Ordinance shall become effective thirty (30) days after final passage pursuant to the provisions of Government Code Section 25123.

PASSED AND ADOPTED by the Board of Supervisors of Mariposa County this ___day of _____, 2022 by the following vote.

AYES:
NOES:
ABSENT:
ABSTAINED:

_____
Rosemarie Smallcombe, Chair
Mariposa County Board of Supervisors

ATTEST:

_____
RENÉ LA ROCHE
Clerk of the Board

APPROVED AS TO FORM:

_____
STEVEN W. DAHLEM
County Counsel

Version 01/21/2022

Attachment: Planning Response (1) BOS Minute Order Tracking Status with Attachments (12698 : Minute Order Tracking)

Mariposa County

SARAH WILLIAMS
Planning Director

Mikey Goralnik
Community Design and
Development Planner

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MEMORANDUM

Date: 3/18/2022

To: Mariposa County Board of Supervisors

From: Mikey Goralnik, Community Design and Development Planner
Sarah Williams, Planning Director

Topic: Merced River Trail Minute Order Tracking Update // Miller Gulch Easement

This memorandum pertains to a request from the Board of Supervisors to respond to a minute order related to the Merced River Trail project. According to the Clerk of the Board, on January 22, 2019, the Board provided direction the Planning Department to "address the issue of the easement before spending effort on the Forest Service compliance aspect." This issue concerns an easement through the Miller Gulch property for the purposes of providing continuous non-motorized recreation access along the historic Yosemite Valley Railroad.

Per Board direction, this issue has been addressed: the current owners of the Miller Gulch property (Transition Mountain Properties, LLC) have consistently indicated that they are not willing to sell an easement on the property at this time. Their overwhelming preference is to sell the entire parcel at one time, so staff have been working with the owners towards this outcome. Staff plans to continue to engage Transition Mountain Properties to acquire the parcel, both to provide non-motorized recreational access along the rail grade, to explore the possibility of additional recreational access through the site to the north, and to advance the environmental restoration and resiliency objectives that have been articulated through the Merced River Trail vision planning process to date.

Attachment: Planning Response (2) BOS Minute Order Tracking Status with Attachments (12698 : Minute Order Tracking)

MINUTE ORDER TRACKING

(Direction requiring a later action.)
Last Updated: 2/19/2022 (through February 8, 2022 meeting)

Meeting:	Res. Number:	From:	Directed To:	Completion or Return Date:	Action Requested/Volunteered:	Response
2/27/2018	18-097	Board consensus	Dallin Kimble/CAO	Regularly	ITEM: Receive and Review the Midyear Financial Status Report and Approve Budget Adjustments (Initiating Department: Admin) **DIRECTION: The CAO is to regularly bring briefing sheets to the Board showing how the money from the MID Settlement is spent.**	The Board is advised of MID Settlement spending as part of every budget adoption and any proposed adjustments to this fund. This is not necessary to track separately as no action can occur to these funds without Board approval.
6/26/2018	N/A	Board consensus	Dallin Kimble/CAO	None.	ITEM: Discussion and Direction Regarding the Development of an Event Sponsorship Policy or Set of Guidelines (Initiating Department: Admin) **DIRECTION: Staff is to solicit input from community organizations to develop special events guidelines and policy. Until completed, staff is to process requests for recurring special events with no changes as usual; however, new events must be brought to the Board for approval. (1-26-21: The Board directed that a similar discussion and direction from 2-25-2020 be removed from the tracking list.)**	This action was paused due to the pandemic when gathering was not permitted. It should be revisited in 2022.
12/4/2018	N/A	Board consensus	Sarah Williams/Planning Director	3/15/2022	ITEM: Discussion and Direction to Staff Regarding Housing Programs in Mariposa County (Initiating Department: Planning) **DIRECTION: Bring back a housing program or plan that considers today's input.**	
1/22/2019	N/A	Board consensus	Sarah Williams/Planning Director and Mikey Goralnik/Community Design and Development Planner	Ongoing.	ITEM: Discussion and Direction to Staff Regarding Financing Strategies for Merced River Trail and Mariposa Creek Parkway Legacy Projects (Initiating Department: Planning) **DIRECTION: Regarding the Merced River Trail and Mariposa Creek Parkway Legacy Projects, staff is to address the issue of the easement before spending effort on the Forest Service compliance aspect.** ****1/28/2020: Clarification added that Forest Service compliance aspect applies only to the Merced River Trail - not to the Mariposa Creek Parkway.**	
2/26/2019	N/A	Board consensus	Dallin Kimble/County Administrative Officer	None.	ITEM: Discussion and Direction on Real Estate Status and Opportunities (Initiating Department: Admin) **DIRECTION: The CAO is to move forward with the staff needs evaluation, and prepare an inventory of County owned properties for use in future considerations.**	Staff has an inventory of County-owned properties. The space needs evaluation, which is very much needed, was paused at board direction until an organization study can be completed.
6/9/2020	N/A	Board consensus	Dallin Kimble/CAO	None.	ITEM: Discussion and Direction on Pension and OPEB (Initiating Department: Admin) **DIRECTION: The CAO is to continue assessing solutions and return at some point with a proposal of what funds to invest.**	The Board approved an agreement for OPEB prefunding on 9/22/20 and allocated funds for that purpose in the current fiscal year.
3/16/2021	N/A	Board consensus	Dallin Kimble/CAO	None.	Discussion and Direction Regarding Sale of Surplus Property (MPA APN 001-030-001 & TC APN 071-120-011) **DIRECTION: The CAO is directed to pursue selling the property, including pursuing removing the deed restriction, but first ascertaining the value of the two parcels together and separate as well as with the deed restriction in place and without.**	All work has been done to list this property. The Board will consider a resolution of intention on March 22.

Attachment: CAO Response (12698 : Minute Order Tracking)

Meeting:	Res. Number:	From:	Directed To:	Completion or Return Date:	Action Requested/Volunteered:	Response
5/18/2021	N/A	Board consensus	Dallin Kimble/CAO	None.	ITEM: Discussion and Direction on Real Estate Status and Opportunities **DIRECTION: The Board concurred that the CAO is to prioritize investigating options and solutions, including applicable studies, for the public safety departments, particularly the Sheriff's Administration Building and possible pursuit of the Spring Hill site for use by County Fire; and that the CAO move to start getting surplus County-owned property back in private hands.**	Public Works is working with the sheriff's office on a possible new facility near the jail. Administration continues to discuss the future of Spring Hill with the school district.
7/13/2021	21-415	Board consensus	Dallin Kimble/CAO	None.	ITEM: PUBLIC HEARING: Adopt a Resolution Approving an Application for Community Development Block Grant (CDBG) Funding; and Authorize the Board of Supervisors Chair to Sign the Grant Agreement and Any Amendments Thereto from the 2021 Notice of Funding Availability (NOFA) to Fund a Resort Hotel & Conference Center Feasibility Study (Subject to Approval as to Legal Form by County Counsel) **ACTION: Approved contingent upon the draft RFP coming back to the Board for approval.**	Grant was recently received and RFP is now being drafted.
8/10/2021	N/A	Board consensus	Shannon Hansen/Interim Public Works Director; Dallin Kimble/CAO	None.	ITEM: Receive a Presentation from the Water Agency Advisory Board Regarding Next Steps in Implementation of the M.I.D. Settlement **DIRECTION: The CAO is to facilitate the preparation of an RFP for a Water Project Feasibility Study that will use the $250,000 previously allocated for such a study, and which will come back to the Board for approval prior to being issued; any use of M.I.D. settlement funds is to be limited until the Board receives the completed feasibility study and decides if it will pursue a water project; and the WAAB authorities and purpose are to be updated to allow its members to work on the issue.**	Water Agency Advisory Board is assigned to draft an RFP for the first study.
12/7/2021	N/A	Board consensus	Sarah Williams/Planning Director, Deborah Willis/Interim Building Director, Dallin Kimble/County Administrative Officer, and Steven W. Dahlem/County Counsel	5/10/2022	Follow-Up Discussion and Direction Regarding Code Compliance Processes and Determination of Required Resources **DIRECTION: Staff is to bring back an item and resolution that describes recommendations for an amnesty program, as well as a resolution for a minor County Code Amendment, which will be routed through the Code Compliance Advisory Committee prior to any Board action. The County Administrative Officer and Human Resources will work with Planning to get the extra help necessary to begin going through the list of outstanding code compliance cases. Planning will return to the Board with another report in 4 to 6 months. County Counsel will research the question of legality of levying fines without going to court, as well as whether new permits can be withheld for properties already in noncompliance.**	

Attachment: CAO Response (12698 : Minute Order Tracking)

Meeting:	Res. Number:	From:	Directed To:	Completion or Return Date:	Action Requested/Volunteered:	Response
1/25/2022	2022-061	Board consensus	Dallin Kimble/County Administrative Officer	N/A	Adopt a Resolution Approving Fee Adjustments for Planning, Building, Environmental Health, Surveyor, Engineering, and Airport Operations Effective April 1, 2022 Action was taken to adopt option 1 - the 25% phased increase that was previously approved, along with the 5% CPI, with the resolution amended in the 7th Whereas Paragraph to indicate that the last review and update of Public Works Airport user fees occurred in 2020, rather than 2019, via Resolution 20-082, rather than Resolution 2019-731, and with the chart of fees attached as an exhibit after it has been amended to show only the information relevant to this action. **Staff is to return with another item to address the increases for years 3 and 4, as well as CPI; and that the new item also include a mechanism to address CPI in years beyond the phasing so that it can occur without Board action.**	Item is prepared and will be back to the board as department review and advertising requirements permit.

Attachment: CAO Response (12698 : Minute Order Tracking)

Mariposa County
Department of Public Works

Roads – Parks & Recreation – Facilities - Airport
Engineering – Surveying – Transportation – Utility Operations
Fleet Maintenance – Solid Waste - Cemeteries

Team, Service, Stewardship

4639 Ben Hur Road
Mariposa, CA 95338
(209) 966-5356 office
(209) 966-2828 fax
www.mariposacounty.org

To: Mariposa County Board of Supervisors

From: Shannon Hansen Director, Public Works Department and Transportation

Subject: Minute Order Tracking List Update – Status of Request for Proposals (RFP) Re: MID Water Project Feasibility Study

On February 28, 2022, Public Works Department Deputy Director, Larry Harris, met with the Mariposa County Water Agency Advisory Board at their regularly scheduled meeting to review a first draft of the RFP to conduct a feasibility study. Discussions with the Water Agency Advisory Board Members on February 28th meeting resulted in a revised draft RFP generated on March 11, 2022, and is currently being reviewed by Advisory Board Chairman. It is anticipated that a final draft RFP will be ready for review and approval by the entire Water Agency Advisory Board at their next scheduled meeting on May 19, 2022.

Attachment: PW - memo minute order tracking. (12698 : Minute Order Tracking)

MINUTE ORDER TRACKING

(Direction requiring a later action.)
Last Updated: 3/30/2022 (through April 5th, Meeting)

Meeting:	Res. Number:	From:	Directed To:	Completion or Return Date:	Action Requested/Volunteered:
2/27/2018	18-097	Board consensus	Dallin Kimble/CAO	Regularly	ITEM: Receive and Review the Midyear Financial Status Report and Approve Budget Adjustments (Initiating Department: Admin) **DIRECTION: The CAO is to regularly bring briefing sheets to the Board showing how the money from the MID Settlement is spent.**
6/26/2018	N/A	Board consensus	Dallin Kimble/CAO	None.	ITEM: Discussion and Direction Regarding the Development of an Event Sponsorship Policy or Set of Guidelines (Initiating Department: Admin) **DIRECTION: Staff is to solicit input from community organizations to develop special events guidelines and policy. Until completed, staff is to process requests for recurring special events with no changes as usual; however, new events must be brought to the Board for approval. (1-26-21: The Board directed that a similar discussion and direction from 2-25-2020 be removed from the tracking list.)**
1/22/2019	N/A	Board consensus	Sarah Williams/Planning Director and Mikey Goralnik/Community Design and Development Planner	Ongoing.	ITEM: Discussion and Direction to Staff Regarding Financing Strategies for Merced River Trail and Mariposa Creek Parkway Legacy Projects (Initiating Department: Planning) **DIRECTION: Regarding the Merced River Trail and Mariposa Creek Parkway Legacy Projects, staff is to address the issue of the easement before spending effort on the Forest Service compliance aspect.** ****1/28/2020: Clarification added that Forest Service compliance aspect applies only to the Merced River Trail - not to the Mariposa Creek Parkway.**
2/26/2019	N/A	Board consensus	Dallin Kimble/County Administrative Officer	None.	ITEM: Discussion and Direction on Real Estate Status and Opportunities (Initiating Department: Admin) **DIRECTION: The CAO is to move forward with the staff needs evaluation, and prepare an inventory of County owned properties for use in future considerations.**
6/9/2020	N/A	Board consensus	Dallin Kimble/CAO	None.	ITEM: Discussion and Direction on Pension and OPEB (Initiating Department: Admin) **DIRECTION: The CAO is to continue assessing solutions and return at some point with a proposal of what funds to invest.**

Attachment: Minute Order Tracking List (12698 : Minute Order Tracking)

Meeting:	Res. Number:	From:	Directed To:	Completion or Return Date:	Action Requested/Volunteered:
3/16/2021	N/A	Board consensus	Dallin Kimble/CAO	None.	Discussion and Direction Regarding Sale of Surplus Property (MPA APN 001-030-001 & TC APN 071-120-011) **DIRECTION: The CAO is directed to pursue selling the property, including pursuing removing the deed restriction, but first ascertaining the value of the two parcels together and separate as well as with the deed restriction in place and without.**
5/18/2021	N/A	Board consensus	Dallin Kimble/CAO	None.	ITEM: Discussion and Direction on Real Estate Status and Opportunities **DIRECTION: The Board concurred that the CAO is to prioritize investigating options and solutions, including applicable studies, for the public safety departments, particularly the Sheriff's Administration Building and possible pursuit of the Spring Hill site for use by County Fire; and that the CAO move to start getting surplus County-owned property back in private hands.**
7/13/2021	21-415	Board consensus	Dallin Kimble/CAO	None.	ITEM: PUBLIC HEARING: Adopt a Resolution Approving an Application for Community Development Block Grant (CDBG) Funding; and Authorize the Board of Supervisors Chair to Sign the Grant Agreement and Any Amendments Thereto from the 2021 Notice of Funding Availability (NOFA) to Fund a Resort Hotel & Conference Center Feasibility Study (Subject to Approval as to Legal Form by County Counsel) **ACTION: Approved contingent upon the draft RFP coming back to the Board for approval.**
8/10/2021	N/A	Board consensus	Shannon Hansen/Interim Public Works Director; Dallin Kimble/CAO	None.	ITEM: Receive a Presentation from the Water Agency Advisory Board Regarding Next Steps in Implementation of the M.I.D. Settlement **DIRECTION: The CAO is to facilitate the preparation of an RFP for a Water Project Feasibility Study that will use the $250,000 previously allocated for such a study, and which will come back to the Board for approval prior to being issued; any use of M.I.D. settlement funds is to be limited until the Board receives the completed feasibility study and decides if it will pursue a water project; and the WAAB authorities and purpose are to be updated to allow its members to work on the issue.**

Attachment: Minute Order Tracking List (12698 : Minute Order Tracking)

Meeting:	Res. Number:	From:	Directed To:	Completion or Return Date:	Action Requested/Volunteered:
12/7/2021	N/A	Board consensus	Sarah Williams/Planning Director, Deborah Willis/Interim Building Director, Dallin Kimble/County Administrative Officer, and Steven W. Dahlem/County Counsel	5/10/2022	Follow-Up Discussion and Direction Regarding Code Compliance Processes and Determination of Required Resources **DIRECTION: Staff is to bring back an item and resolution that describes recommendations for an amnesty program, as well as a resolution for a minor County Code Amendment, which will be routed through the Code Compliance Advisory Committee prior to any Board action. The County Administrative Officer and Human Resources will work with Planning to get the extra help necessary to begin going through the list of outstanding code compliance cases. Planning will return to the Board with another report in 4 to 6 months. County Counsel will research the question of legality of levying fines without going to court, as well as whether new permits can be withheld for properties already in noncompliance.**
1/25/2022	2022-061	Board consensus	Dallin Kimble/County Administrative Officer	N/A	Adopt a Resolution Approving Fee Adjustments for Planning, Building, Environmental Health, Surveyor, Engineering, and Airport Operations Effective April 1, 2022 Action was taken to adopt option 1 - the 25% phased increase that was previously approved, along with the 5% CPI, with the resolution amended in the 7th Whereas Paragraph to indicate that the last review and update of Public Works Airport user fees occurred in 2020, rather than 2019, via Resolution 20-082, rather than Resolution 2019-731, and with the chart of fees attached as an exhibit after it has been amended to show only the information relevant to this action. **Staff is to return with another item to address the increases for years 3 and 4, as well as CPI; and that the new item also include a mechanism to address CPI in years beyond the phasing so that it can occur without Board action.**

Attachment: Minute Order Tracking List (12698 : Minute Order Tracking)

MARIPOSA COUNTY

Administration/Human Resources · 966-3222

MEETING: April 5, 2022

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Closed Session- Health and Human Services Agency Director Position

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[ ] **CONFERENCE WITH LEGAL COUNSEL**:

[ ] **Existing Litigation:**
[ ] Disclosure will jeopardize existing settlement negotiations.

[ ] **Anticipated Litigation**
[ ] Significant exposure to litigation pursuant to subdivision (b) of Government Code section 54956.9.
Number of cases to be discussed:

[ ] Initiating of litigation pursuant to subdivision (c) of Government Code section 54956.9.
Number of cases to be discussed: 1

[ ] **CONFERENCE WITH COUNTY LABOR NEGOTIATOR**
Name of Employee Organization:
Name of County Designated Representative:
Title(s) of unrepresented individuals with whom negotiations are being conducted:

[X] **PUBLIC EMPLOYEE EMPLOYMENT TITLE OR POSITION TO BE FILLED:**
(Government Code Section 54957 (b) (1))
Health and Human Services Agency Director

[ ] **PUBLIC EMPLOYEE PERFORMANCE EVALUATION**
Position of employee under review: (Government Code Section 54954.5)

[ ] **PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE** (Government Code Section 54954.5)

[ ] **CONFERENCE WITH REAL PROPERTY NEGOTIATOR**
Description of real property:
Agency negotiator:
Closed session will concern: ( ) price; ( ) terms of lease/purchase.

[ ] **THREAT TO PUBLIC SERVICE FACILITIES**
Name of law enforcement agency involved:
Title of officer of law enforcement agency:

[ ] **LICENSE/PERMIT DETERMINATION**
License or Permit applied for:
Number of license or permit applicants:
Name of applicant(s):

Agenda Item - No Resolution Requested

RESULT: **CLOSED SESSION HELD**

MARIPOSA COUNTY

Planning · 209-966-5151

MEETING: April 5, 2022

TO: The Board of Supervisors

FROM: Sarah Williams, Planning Director

RE: Status Update: Merced River Trail and Merced River Trail Vision Plan

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RECOMMENDATION AND JUSTIFICATION:
Receive a Presentation on the Status of the Merced River Trail Vision Plan.

Item is presented to update the Board and public regarding the project.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

This memorandum provides a general update on the various activities that pertain to the Merced River Trail. Though the Board has not formally requested an update on these activities, the Planning Department thought that it would be beneficial to ensure that the Board is clear on the relationship between these multiple parallel initiatives and their relative timelines.

The item and presentation address both the development of the Merced River Trail Vision Plan and concurrent implementation efforts centered on the Miller Gulch property. It includes a draft of one chapter from the Vision Plan, which is in progress, and recent deliverables from EPA-supported planning work on the Miller Gulch property.

The Board and LTC has taken a number of actions related to the Merced River Trail Vision Plan and various concurrent implementation efforts, including:

Various other agreements for right to enter and hold harmless between the County and Transition Mountain Properties group
Ratify Letter Requesting Support for the Merced River Trail: RES 2020-101
Merced River Trail Right of Way Acquisition: LTC 2019-22
Merced River Trail Implementation Funding: LTC 2019-3
Merced River Trail Master Plan: LTC 2018-8

The Board also established and continuously appoints members to the Merced River Trail Community Working Group when vacancies arise.

ALTERNATIVES AND CONSEQUENCES:

Not applicable - no action recommended.

Information Item

ATTACHMENTS:
220309 Board Update Memo (PDF)
220325_Rendering-updates_reduced_BOS (PDF)
2_Visioning Process DRAFT (PDF)
Handout from Michael Martin for item L1 (PDF)

RESULT: INFORMATION RECEIVED

Mariposa County

SARAH WILLIAMS
Planning Director

Mikey Goralnik
Community Design and
Development Planner

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PO Box 2039
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swilliams@mariposacounty.org
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www.mariposacounty.org

MEMORANDUM

Date: 4/05/2022

To: Mariposa County Board of Supervisors

From: Mikey Goralnik, Community Design and Development Planner
Sarah Williams, Planning Director

Topic: Update on Merced River Trail Vision Plan Development

This memorandum provides a general update on the various activities that pertain to the Merced River Trail. Though the Board has not formally requested an update on these activities, the Planning Department thought that it would be beneficial to ensure that the Board is clear on the relationship between these multiple parallel initiatives and their relative timelines.

Merced River Trail Vision Plan
During a Board update on December 7, 2021, staff presented a general schedule and work plan for generating drafts and cycling drafts of the Merced River Trail Vision Plan. Specifically, staff would produce and share chapters of the document with the Merced River Trail Community Working Group (CWG), who would review and comment on the chapters prior to approving them. Significantly, CWG members have participated in plan production throughout the Vision Planning effort, and individual members have volunteered to write portions of the final vision plan document that align with their own expertise and backgrounds. It is also worth noting that the CWG includes two Supervisors (Supervisors Smallcombe and Sweeney) in ex officio roles. Once all chapters had been approved by the CWG, the final draft document would go to the Board of Supervisors to review and adopt, likely in late summer 2022.

Staff has adhered to this approach, and document production and review is on track. As of writing this memo, the CWG is scheduled to review drafts of Chapter 2, which details the vision planning process, its engagement milestones, and the outcomes of those engagement activities, and Chapter 3, which provides specific content to advance the project's priority actions on April 4, 2022 CWG. The group is anticipated to provide comments, and informed staff that, once those comments are addressed, the chapter will be substantially complete.

In May, staff intends to provide a draft of Chapter 1, which includes the histories of the river canyon and trail and establishes the planning context for the Vision Plan, and drafts of several appendices to the document.

Once the CWG has affirmed the drafts of these chapters and the document's appendices, the draft vision plan will go to the Board of Supervisors to discuss and potentially adopt. It is still anticipated that this will be in summer 2022, at which point the Planning Department, CWG, and county can focus on implementing the Vision Plan's priority recommendations.

Attachment: 220309 Board Update Memo [Revision 2] (12725 : Status Update: Merced River Trail and Merced River Trail Vision Plan)

Miller Gulch
Staff has been engaged with the property owners of the Miller Gulch property (APNs 006-010-0240, 006-020-0070, and 006-020-0010, also referred to as Emory) to potentially acquire the parcel to help complete public access for non-motorized recreational use along the historic Yosemite Valley Railroad right of way. Public acquisition of this strategic piece of land would also enable the County to pursue funding to restore and remediate the site, which has been severely impacted by the Ferguson Fire. Though the specific mechanism could vary, public acquisition would be via methods which do not affect the County's general fund, such as grant funding.

In October 2021, the Planning Department sought Board authorization to have the parcel appraised, which would be a critical, low-cost step in advancing the acquisition effort. No Board action as taken at that time; instead, Supervisors directed staff to explore several questions and update the Board at a later time. The first of those questions was for the Planning Department, specifically to update the existing preliminary title report that the County had ordered on the property early on in the project in 2018. This task was completed, and the County now holds an updated preliminary title report for the Miller Gulch property. The second was for County Counsel and pertained to the potential for residual liability to the county based on ownership of any hazardous materials hauled away to a specialized landfill such as Kettleman City. This issue was resolved by County Counsel in a memo that states, "from a legal vantage point, the county has exposure to liability. From a practical vantage point, we believe that exposure to be low." Based on the resolution of these two issues, staff intends to bring a future item to the Board that will reiterate the recommendation that the Board authorize the parcel to be appraised.

Additionally, the County has been awarded technical assistance from the Environmental Protection Agency's Targeted Brownfield Assessment (TBA) and Land Revitalization Technical Assistance (LRTA) programs, both of which have provided high-quality assistance to the study and analysis of the Miller Gulch site, at no cost to the County. In addition to supporting the immediate acquisition effort, this information will be incorporated into the relevant areas of the Vision Plan, including Chapter 3 and the appendices.

In the case of the TBA, EPA and their contractors have completed both Phase I and Phase II Environmental Assessments of the site, as well as a Analysis of Brownfield Cleanup Alternatives (ABCA) report specific to the areas of the site where significant industrial activity has historically taken place. The property owners were engaged throughout this process, and are preparing to authorize the County to share the results of the TBA with the public.

For the LRTA, EPA and their contractor collaborated with County staff, members of the CWG, and partners from federal agencies to produce illustrative graphics of potential site improvements that align with the community's vision for the overall trail—a minimally impacted multi-beneficial resource for non-motorized recreation and environmental enhancement that promotes resiliency to climate change and deepens users' connection to the river canyon's human and ecological attributes. The deliverables for the LRTA work were recently finalized and shared with the community members who participated in that process, and are attached here. These materials were finished too late for inclusion on the agenda for the March 2022 CWG meeting, but will be shared with the group at the next possible meeting. It is critical to note that though thorough, professional, and shaped by substantive community input, these materials are speculative, conceptual, and not necessarily reflective of future enhancements. Nonetheless, they are extremely valuable for both supporting the immediate acquisition effort, and visualizing the quality and character of potential trail enhancements throughout the Merced River Trail corridor.

Next Steps
Overall, the next steps for the Merced River Trail project hinge on the adoption of the Vision Plan. If the Vision Plan is adopted with no more than moderate modifications, the next steps will be generally be to work towards executing the recommendations in Chapter 3—the document's action plan. These recommendations include a range of responsibilities and tasks that fall both to County staff, and potentially to project partners such as local non-profits, community groups, area institutions and colleges, and federal agencies. Initially, implementation of the action plan would

Attachment: 220309 Board Update Memo [Revision 2] (12725 : Status Update: Merced River Trail and Merced River Trail Vision Plan)

be coordinated by County staff and the CWG, but ultimately, the plan recommends actions for transitioning those responsibilities to a dedicated organization over time, which would ensure that the ideas and priorities expressed by the community throughout the Vision Plan process and encapsulated in the Merced River Trail Vision Plan are both honored and pursued into the future, and revisited and reexamined at appropriate intervals.

Attachment: 220309 Board Update Memo [Revision 2] (12725 : Status Update: Merced River Trail and Merced River Trail Vision Plan)

MILLER GULCH BROWNFIELD SITE REUSE

Mariposa, California
FALL 2021

THE SITE

The Miller Gulch site is located on the Merced River—a designated Wild and Scenic River (WSR)—between Briceburg and El Portal along the Former Yosemite Valley Railroad Alignment. Mariposa County is currently leading an interagency and community-based effort to plan the Merced River Trail, a non-motorized recreational trail along the historic rail grade, which could pass through the site.

PROJECT GOALS

The U.S. Environmental Protection Agency (EPA) Land Revitalization technical assistance team worked with the county to develop a conceptual design plan for the remediation and reuse of the site.

The goals of the project and conceptual design plan are to:

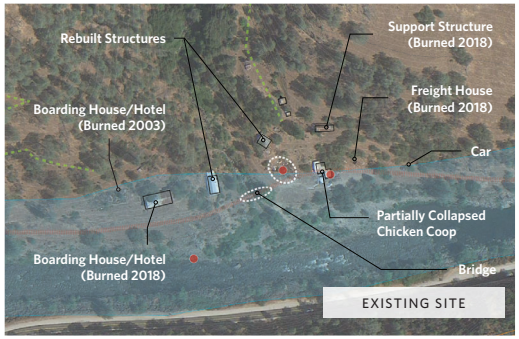
- Conduct **environmental remediation and restoration**
- Increase **wildfire resiliency**
- Create **recreation** opportunities

THE CONCEPTUAL PLAN

The conceptual design plan identifies a series of phases for the restoration of the Miller Gulch site:

Phase One: Remove all debris remnants and excavate, relocate, and cap all contaminated soil on site. Phase one will also include:

- **Native habitat restoration** with a focus on limiting and removing invasive species (i.e., Himalayan Blackberry and Tree of Heaven) throughout the gulch and re-establishing native plants to support healthy and more wildfire resistant ecosystems for wildlife and people.



On the east side of the gulch, existing vegetation will be strategically cleared and replanted with a native meadow supporting pollinators, shade trees, and habitat for endangered species such as the Western Pond Turtle.

- **Low-impact and fire-resilient material** for all structures built onsite. The existing bridge on site will be replaced, and a connection down to the river will be developed to support day-use users of the trail.

Phase Two: Signs will be added to the site. An interpretive gallery depicting wildfire education and preparedness, historical, cultural, and environmental information will be developed on the west side of the gulch amongst the remnant retaining walls and switchbacks that previously connected to the Yosemite Portland Cement Company boarding house.

Phase Three: A trail connection up the gulch connecting to Yosemite National Park (approximately 30 miles to the northeast of the site) will be developed. There will also be four to eight low profile camping pads added along the east side of Miller Gulch.

Wildfire resilient design aspects are incorporated into the conceptual design in the following ways:

- Use of hardscaping and low-impact, fire-resilient materials
- Native habitat restoration and planting throughout the gulch
- Wildfire educational information about human impacts and preparedness
- Climate change mitigation opportunities

Attachment: 220325_Rendering-updates_reduced_BOS (12725 : Status Update: Merced River Trail and

Attachment: 220325_Rendering-updates_reduced_BOS (12725 : Status Update: Merced River Trail and

Signs along the trail echo the palette of the gallery signs. Fire resistant weathered-steel posts could display mile markers, directional instructions, and depict local flora and fauna.

PERSPECTIVE LOOKING WEST

Attachment: 220325_Rendering-updates_reduced_BOS (12725 : Status Update: Merced River Trail and

The gallery signs located north of the trail use the existing stacked-stone elements as a base for the weathered-steel signs. The stacked stone also camouflages the gallery from the road. The signs could be laser etched with visuals and information about the historic, tribal, cultural, fire resiliency interventions, or natural significance of Miller Gulch and the Merced River Valley.

PERSPECTIVE LOOKING EAST

Attachment: 220325_Rendering-updates_reduced_BOS (12725 : Status Update: Merced River Trail and

Attachment: 220325_Rendering-updates_reduced_BOS (12725 : Status Update: Merced River Trail and

"Trail development should be minimally intrusive. Let the canyon speak for itself. It should be a trail for exercise, beauty and introspection"

ANONYMOUS COMMENT FROM PROJECT GOALS COMMUNITY SURVEY

Attachment: 2_Visioning Process DRAFT (12725 : Status Update: Merced River Trail and Merced River

Attachment: 2_Visioning Process DRAFT (12725 : Status Update: Merced River Trail and Merced River

VISIONING PROCESS

DRAFT

For generations and up to the present day, Mariposa County has fostered a range of opinions on public land and natural/cultural resource management. The Merced River--including the trail, canyon, and overall watershed--belong to everyone, and building consensus among river and trail lovers, many of whom have competing views on the future of the river canyon, is essential to the success of the visioning process.

This project relies on multiple levels of stakeholder engagement to collect and respond to input from diverse perspectives on the river trail.

The process, which unfolded over nearly four years, was guided by a dedicated group of volunteers who provided guidance and recommendations to the Mariposa County Board of Supervisors, and solicited contributions from trail users, wildlife advocates, conservationists, and community builders from throughout Mariposa County. It included a range of opportunities for passionate community members to participate at every point in the visioning process, both formally and informally, across several platforms and through various channels.

It also featured close collaboration with federal partners at the National Parks Service, US Forest Service, and Bureau of Land Management, and incorporated subject matter expertise from technical contributors like the Environmental Protection Agency, Headwaters Economics, and the Rails to Trails Conservancy.

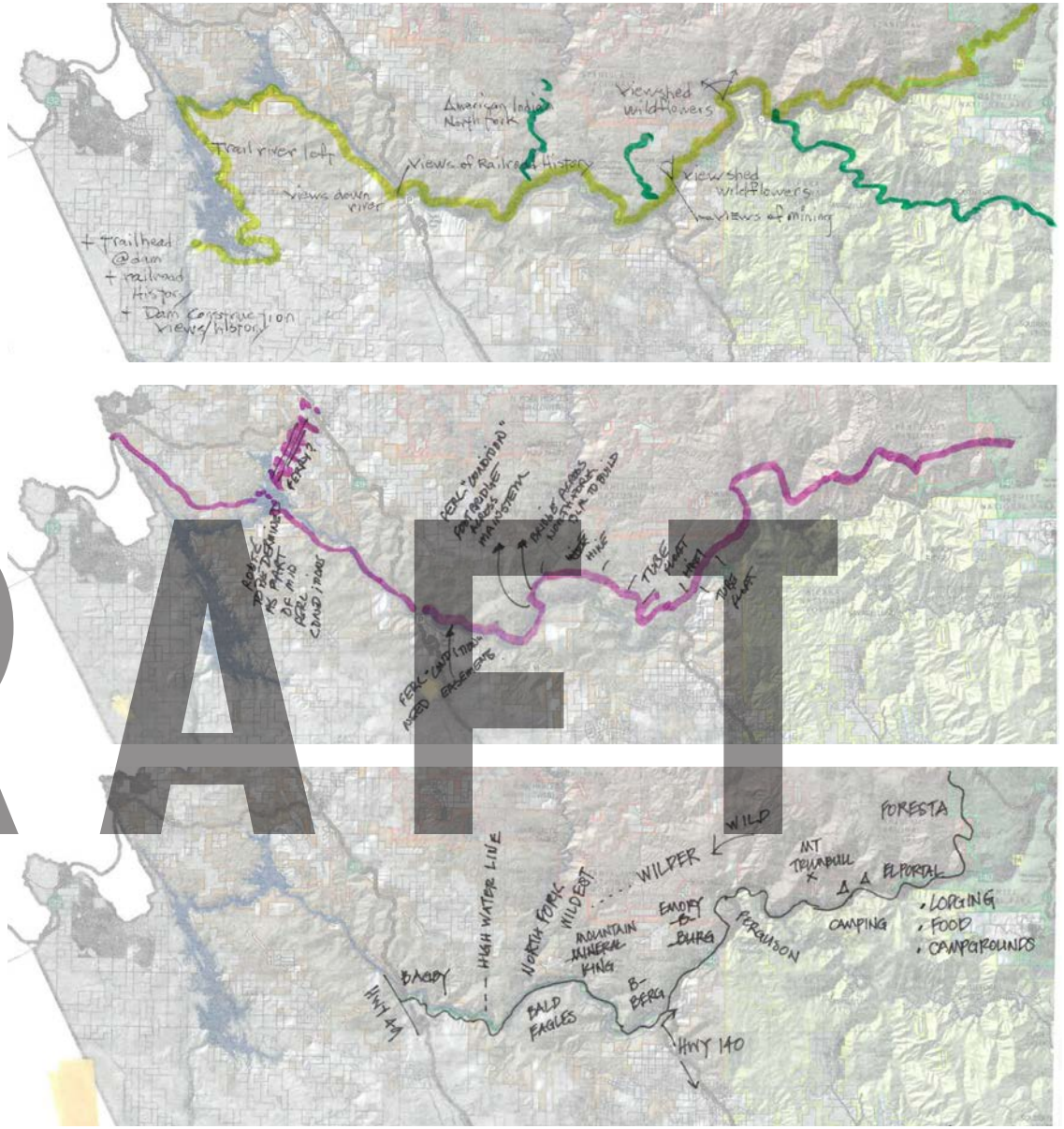
Though not all community members will be satisfied with all of its outcomes, the results of the visioning process were shaped by the compromises, trade-offs, and collaboration necessary to build consensus among differeing, often opposed, visions for the future of these one-of-a-kind assets. They also present a snapshot of the state of consensus at this moment in time. Likely--indeed, hopefully--the ideas and recommendations that emerged from the Merced River Trail visioning process will change over time and need to be revisited, reexamined, and revised through future community engagement and dialogue.

PRELIMINARY DIALOGUE //

On April 11, 2018, the Planning Department sought direction from the Mariposa County Board of Supervisors on a preliminary strategy for informally engaging with local and agency partners on the Merced River Trail concept. County staff submitted a memo to the Board, which outlined "initial visioning and goal-setting efforts with targeted stakeholders within the community and from federal partners with the Bureau of Land Management (BLM), US Forest Service (USFS), and National Parks Service (NPS)."

The memo also identifies several community members "that are currently and/or have previously been involved in county trail development" who, through activities like interactive mapping exercises and surveys, could provide early insights to frame later, more formal trail planning work. In addition to frequent consultation and small group conversations with members of this initial trail "brain trust," approximately 15 members—including community stakeholders and staff from BLM, USFS, and NPS—convened at Pony Espresso in Mariposa for a meeting on May 5, 2018 to produce mental maps of the river corridor and share input on selected images of the existing trail and river corridor.

These preliminary engagement activities were important for building relationships among the federal agencies and local stakeholders, and for laying out a range of issues and opportunities to engage with through a more rigorous community engagement approach. In October 2018, the Planning Department was awarded technical assistance from the NPS Rivers, Trails, and Conservation Assistance program (discussed in Chapter X) to support increased engagement with the project's federal partners, and in summer 2019, the Board of Supervisors authorized the establishment of the Merced River Trail Community Working Group to function as a formal community sounding board for and driver of the county-led planning effort.



MENTAL MAPS
Participants in an informal preliminary workshop produced mental maps of the river canyon, which reflected individual respondents' most memorable areas and experiences along the existing trail.

DRAFT

Attachment: 2_Visioning Process DRAFT (12725 : Status Update: Merced River Trail and Merced River

MERCED RIVER TRAIL COMMUNITY WORKING GROUP //

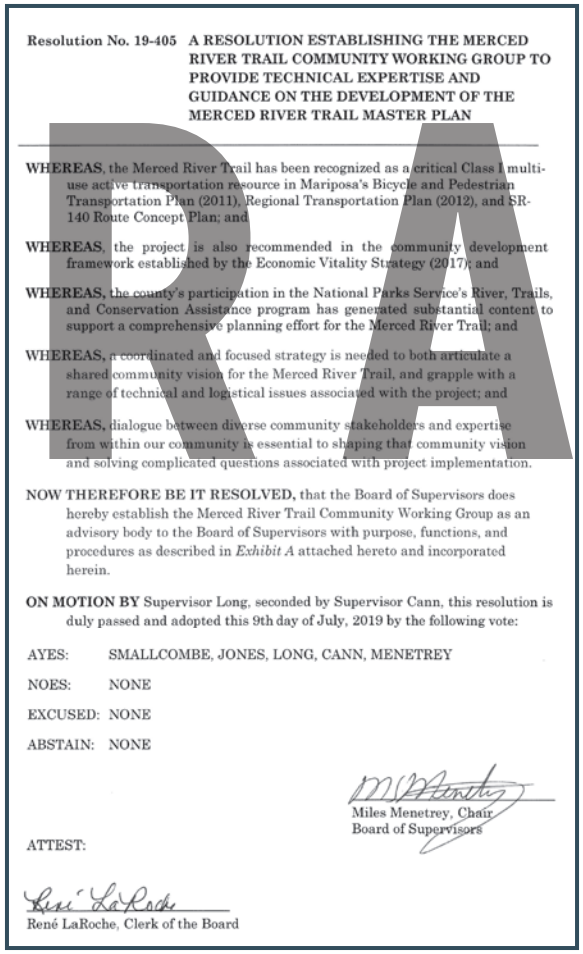
To expand on and formalize the community trail planning initiated in 2018, the Board of Supervisors passed Resolution 2019-405 on July 9, 2019, formally established the Merced River Trail Community Working Group (CWG) to act as an official 11-member advisory committee to the Board on the trail project, with nine voting members and two non-voting members. Essential to the group's establishment is that it is a formal public advisory committee, and therefore compliant with the Brown and Maddy Acts for public meetings. This means that all of the group's meetings would have to be open to the public, publicly noticed, and documented. This resolution identifies the group's purposes as to:

formulate, design, implement and participate in a public stakeholder engagement program to ensure appropriate participation by the development of the Merced River Trail Master Plan;

provide technical expertise in topic areas germane to the Merced River Trail Master Plan, including but not limited to: the trail's regulatory context; trail construction and maintenance; existing trail conditions; right of way acquisition; environmental conservation, including wildlife habitat and water quality issues; public health advocacy and promotion; cultural interpretation and conservation; community design and aesthetics; and trail programming;

support the work of staff and consultants in the conduct of fact finding and data gathering necessary to (1) identify and negotiate significant coordinative and logistical hurdles in achieving the trail; (2) recommend projects, programs, and policies needed to efficiently implement the community's vision for the trail; and (3) ultimately realize the recommendations contained in the Merced River Trail Master Plan; and

provide periodic assessment, evaluation of, and feedback to the Board of Supervisors regarding the success of the Merced River Trail Master Plan.



Resolution No. 19-405 A RESOLUTION ESTABLISHING THE MERCED RIVER TRAIL COMMUNITY WORKING GROUP TO PROVIDE TECHNICAL EXPERTISE AND GUIDANCE ON THE DEVELOPMENT OF THE MERCED RIVER TRAIL MASTER PLAN

WHEREAS, the Merced River Trail has been recognized as a critical Class I multi-use active transportation resource in Mariposa's Bicycle and Pedestrian Transportation Plan (2011), Regional Transportation Plan (2012), and SR-140 Route Concept Plan; and

WHEREAS, the project is also recommended in the community development framework established by the Economic Vitality Strategy (2017); and

WHEREAS, the county's participation in the National Parks Service's River, Trails, and Conservation Assistance program has generated substantial content to support a comprehensive planning effort for the Merced River Trail; and

WHEREAS, a coordinated and focused strategy is needed to both articulate a shared community vision for the Merced River Trail, and grapple with a range of technical and logistical issues associated with the project; and

WHEREAS, dialogue between diverse community stakeholders and expertise from within our community is essential to shaping that community vision and solving complicated questions associated with project implementation.

NOW THEREFORE BE IT RESOLVED, that the Board of Supervisors does hereby establish the Merced River Trail Community Working Group as an advisory body to the Board of Supervisors with purpose, functions, and procedures as described in *Exhibit A* attached hereto and incorporated herein.

ON MOTION BY Supervisor Long, seconded by Supervisor Cann, this resolution is duly passed and adopted this 9th day of July, 2019 by the following vote:

AYES: SMALLCOMBE, JONES, LONG, CANN, MENETREY
NOES: NONE
EXCUSED: NONE
ABSTAIN: NONE

Miles Menetrey, Chair
Board of Supervisors

ATTEST:

René LaRoche, Clerk of the Board

The enabling resolution also establishes that CWG members should be represent a variety of key perspectives and skillsets, including, but not limited to:

- Bureau of Land Management
- Yosemite National Park
- US Forest Service
- Merced Irrigation District
- Upper Merced River Watershed Council
- Sierra Foothill Conservancy
- Creative Placemaking Strategy Advisory Committee
- Historic Sites & Records Preservation Commission

The resolution also explicitly states that "the committee may call upon representative of other organizations and the general public as resources on certain topics related Merced River Trail, including trail advocates and outdoor recreation enthusiasts." It also includes a provision for two Ex-Officio (non-voting) members from the Board of Supervisors and county staff as appropriate, and establishes the group's general bylaws.

In September 2019, the Board appointed the first members to the CWG to randomly assigned three-, four-, and five-year terms. Since then, the committee has remained at its 11-member capacity, with its first meeting on October 24, 2019. Since then, the group has conducted more than 20 formal public meetings.

MARIPOSA COUNTY RESOLUTION NO. 19-405
In July 2019, the Mariposa County Board of Supervisors formally established the Merced River Trail Community Working Group. Subsequent Board actions would appoint members to the group, and receive updates on the project from the group and county staff.

DRAFT

Attachment: 2_Visioning Process DRAFT (12725 : Status Update: Merced River Trail and Merced River

As articulated in the group's enabling resolution, the CWG's primary responsibility is to collaborate with county staff to establish and support the implementation of the community engagement work needed to develop a comprehensive, representative, and effective plan for the Merced River Trail. At the group's early meetings, the CWG helped articulate an overall framework for the engagement and decision-making process, through which community input is collected to make increasingly specific decisions about the project. The sequence of decisions is:

1. Vision // what are our highest aspirations for the project?
2. Goals // how can we realize that vision?
3. Actions // what do we need to do to achieve those goals?

While the substance and specificity of the decisions at each of these milestones differ, the process for dialogue between the CWG and the wider community was consistent throughout. First, the CWG would brainstorm and discuss potential ideas—first vision statements, then goals, then project actions—to collect input on from the public. This step frequently involved precedent research, reading similar plans to get a feel for comparable vision statements, goals and actions, identifying strengths and weaknesses in other projects to influence draft ideas for the Merced River Trail.

Next, after several rounds of discussion and refinement, the CWG would agree on draft materials on which to seek input and direction from the general public. At this point, the CWG would also work with the county staff to devise an appropriate medium in which to share draft materials. After collecting the community's feedback on draft materials, the CWG—often through a subcommittee—would work to synthesize the feedback that was received, and respond to it by revising the draft materials that were initially shared into a final vision statement, list of project goals, and recommended actions to be voted on and formally adopted by the CWG. Since these discussions took place at noticed public meetings, members of the public could and often did participate in these initial discussions at each stage in the visioning effort.

MERCED RIVER TRAIL COMMUNITY WORKING GROUP

VOTING MEMBERS

Tony McDaniel
Art Baggett
Michael Martin
Ralph Mendershausen
Tara Fouch-Moore
Jessica Thompson
Wendy Brown
Nick Ross-Rhudy
TBD

FORMER MEMBERS

Bill King
Laurel Anderson
Catherine Collamer
Dean Bernacchi
Jeff Gabe
Ben Goger

NON-VOTING MEMBERS

Rosemarie Smallcombe
Tom Sweeney

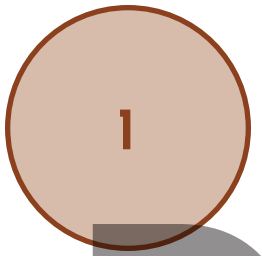
VISIONING FRAMEWORK
The trail visioning process is based on dialogue between the Community Working Group and the community at large, through which increasingly specific decisions are made. Each step relies on the decisions made at the previous step in the process.

DRAFT

Attachment: 2_Visioning Process DRAFT (12725 : Status Update: Merced River Trail and Merced River

1. VISION → 2. GOALS → 3. ACTIONS

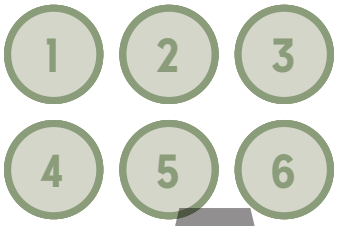
WHAT ARE OUR HIGHEST ASPIRATIONS FOR THE MERCED RIVER TRAIL?



EXAMPLES

- "THE MERCED RIVER TRAIL WILL BE A REGIONAL RESOURCE TO INCLUDE RECREATIONAL ACCESS AND REFLECT THE COMMUNITY'S DESIRE FOR A TRAIL THAT INCLUDES THE AREA'S HISTORY, CULTURE, AND ECOLOGICAL RESOURCES."
- "THE MERCED RIVER TRAIL WILL BE A HIGH-QUALITY MULTI-USE TRAIL IN THE MERCED RIVER CANYON THAT PROMOTES THE HEALTH AND WELL-BEING OF THE PEOPLE, CREATING OPPORTUNITIES FOR SUSTAINABLE ECONOMIC DEVELOPMENT AND SERVING AS A PROTOTYPE FOR A COMPREHENSIVE COUNTY-WIDE TRAIL NETWORK IN MARIPOSA COUNTY."

HOW CAN WE REALIZE THAT VISION?



EXAMPLES

- MINIMIZE CONFLICTS BETWEEN HUMAN AND NON-HUMAN USERS OF THE MERCED RIVER CORRIDOR
- EMPHASIZE INCLUSIVE AND EQUITABLE NARRATIVES ABOUT THE PAST, PRESENT, AND FUTURE OF THE MERCED RIVER IN ANY INTERPRETIVE FEATURES
- ENSURE THAT ANY CHANGES OR ADDITIONS TO THE RIVER CANYON ARE APPROPRIATELY SCALED AND DESIGNED TO THE NATURAL CONTEXT IN WHICH THEY EXIST

WHAT DO WE NEED TO DO TO ACHIEVE THESE GOALS?

EXAMPLES

- PRESERVE A MINIMUM IMPACT AESTHETIC IN THE CONSTRUCTION OF THE MERCD RIVER TRAIL, INCLUDING THE USE OF NATURAL TREAT AND DRY-STONE MASONRY TECHNIQUES THAT ARE CONSISTENT WITH THE HISTORIC TRAILS OF THE AREA.
- MAP WILDLIFE HOTSPOTS AND DEVISE APPROPRIATE AND EFFECTIVE MEASURES TO MINIMIZE THE IMPACT OF TRAIL USE ON WILDLIFE, ESPECIALLY AT THESE LOCATIONS
- MAXIMIZE OPPORTUNITIES FOR LOCAL VOLUNTEERS IN TRAIL PROJECTS

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Attachment: 2_Visioning Process DRAFT (12725 : Status Update: Merced River Trail and Merced River

COMMUNITY ENGAGEMENT ACTIVITIES //

Throughout the visioning process, the CWG recommended and helped implement several events to promote, publicize, and make accessible the engagement activities for each milestone. Central to the engagement program was the Community Speaker + Engagement Series, which initially consisted of at least four events intended to provide a range of compelling, accessible opportunities to participate in the visioning process, while deepening the community's knowledge of and appreciation for the trail and river corridor's ecological, historical, cultural, and social contexts.

Each event in the initial series would begin with a presentation or guided hike led by local expert in a topic germane to the river canyon and/or trail—Indigenous sense of place, botanical character, wildlife habitat, and mining, rail, timber, and ranching history. Then, the event's program would shift to feature an activity to provide input on and discuss the vision plan and the draft materials provided by the CWG. Initially, the events were intended to take place in person. However, while the first event did occur in person, most subsequent events did not because of restrictions on public meetings due to the COVID-19 pandemic. Accordingly, most events took place as virtual/teleconference meetings. What follows is a summary of each event and the decisions made throughout the visioning process.

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SPEAKER SERIES // OPEN HOUSES // SURVEYS

February 20, 2020
Native American Sense of Place and Project Vision

December 14, 2020
Ecological Identity and Project Goals

March 29, 2021
Conservation and Advocacy History and Open House

January 7, 2021
El Portal Open House (online)

March 29, 2021
Community Open House (online)

June 16, 2021
Midpines Open House (in person)

December 2020-March 2021
Project Goals Community Survey

September-December 2021
Project Actions Community Survey

ADOPTED

MERCED RIVER TRAIL VISION STATEMENT

The Merced River Trail will manifest our community's appreciation of our county's ecological, scenic, and cultural resources along the Wild and Scenic Merced River.

It will address the growing needs for education, access to recreation, and regional economic development with the imperative for conserving the canyon's many remarkable resources.

The trail will serve as a central connective component of an existing and future network of trails.

Attachment: 2_Visioning Process DRAFT (12725 : Status Update: Merced River Trail and Merced River

The community presenter for the first installment in the Community Speaker + Engagement Series was Irene A. Vasquez, an expert in eco-cultural uses of native plants and then secretary for the American Indian Council of Mariposa County (Southern Sierra Miwuk Nation). Ms. Vasquez presented on the river canyon's place in generations of Indigenous history, sharing archival photos and emphasizing the importance of projects like the Merced River Trail on addressing issues faced by contemporary Indigenous communities, including public health vulnerabilities and the prison industrial complex. The event was held at the El Portal Community Hall, with over 50 people estimated to have been in attendance.

After this presentation, participants completed an exercise to provide input on the project vision for the Merced River Trail project. Following the process outlined earlier in the chapter, the exercise was developed by the CWG as a prompt for participants to react and engage with three draft vision statements. For several CWG meetings prior the February event, members brainstormed and refined three draft vision statements, which were presented to participants at the February event. The activity asked participants to mark up the vision statements—circle, cross out, underline, rewrite or otherwise engage with—to develop a vision statement that resonated with them. The three draft vision statements that were presented were:

- *The Merced River Trail will reflect the community's appreciation of and desire to protect our county's ecological, scenic, and cultural resources along the Wild and Scenic Merced River.*
- *The Merced River Trail will improve access to public land, while restoring, maintaining, and showcasing the river canyon's Wild and Scenic qualities. It will promote and reinvorce the conservation, education, recreation, safety, and economic values important to the community and region.*
- *The Merced River Trail will serve as a critical connective component of a future regional trails network that balances the needs for recreational access, protection of ecological resources, and economic for our rural community.*

While some participants completed the exercise on site, others preferred to share their input on the vision statement to CWG members and staff in conversations after the event. The exercise was also made available on the County's website for community members to complete and return to the Planning Department Based on input received through these channels, the CWG developed a revised vision statement that synthesized key phrases and concepts from each of the three draft statements, while adding additional language to what would become the adopted Merced River Trail Vision Statement.

VISIONING EXERCISE
Community members comment on their highest aspirations for the Merced River Trail to help establish the vision for the trail.

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"I like all 3 vision statements; do we need just one? [We should] weave all those great concepts into the final vision statement."

ANONYMOUS COMMENT FROM VISION STATEMENT ACTIVITY

DIALOGUE #1: NATIVE AMERICAN SENSE OF PLACE
Prior to the COVID-19 pandemic, community members gathered for an in-person event to both learn about and share their perspectives on the Merced River canyon, watershed, and trail at the first Community Speaker + Engagement Series event.

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The COVID-19 pandemic began shortly after the February 2020 meeting, forcing the visioning work to pause and the CWG to evaluate options for safely and productively continuing the engagement program. After deliberating for several virtual CWG meetings, it was decided to continue the Community Speaker + Engagement Series, while adapting the program to an online format.

Additionally, the CWG spent the intervening seven months developing a list of draft goals the trail to seek input from the community on through the online format. At the public CWG meetings when the draft goals were developed, it was emphasized that the draft goals needed to align with adopted vision statement. Ultimately, the CWG voted to share these draft goals with the community for further online discussion and engagement:

- *Facilitate the elimination of barriers to the creation of a continuous, year-round trail from Bagby to Yosemite.*
- *Protect the natural, historic, and cultural resources in the river canyon.*
- *Enhance watershed health, wildlife, and wildlife habitat as a principle of trail planning, implementation, and use.*
- *Promote the Merced River Trail as an integral component of a broader California Regional and State-wide trail system.*
- *Support long term resource management objectives for public land along the Merced River.*
- *Develop a trail that improves access to a wide range of appropriate outdoor experiences.*
- *Support education and research activities that increase knowledge about the importance of the river canyon as a cultural resource and wildlife corridor.*
- *Improve public health through increased access to nature-based recreation in the Merced River Canyon.*
- *Strengthen the community's connection to the natural ecosystems of the Wild and Scenic Merced River Canyon.*
- *Support the regional economy by stimulating businesses, support services, and other ventures geared towards outdoor recreation.*
- *Prioritize projects for the benefit of wildlife, ecosystem health, and improvement of the current natural conditions.*

The community presenter for the December event was Rob Grasso, who leads the Aquatic Wildlife Restoration program in Yosemite National Park, restoring endangered amphibians and rare turtles. Rob provided an overview of some key wildlife species in the Merced River canyon, and identified several important wildlife- and habitat-related issues to deeply consider through the visioning process. The event was an online meeting that took place over the GoToMeeting platform, and had approximately 50 participants.

"It will take both long-term vision and short-term goals to accomplish this project and make it available for immediate use and as a future resource."

ANONYMOUS COMMENT FROM PROJECT GOALS COMMUNITY SURVEY

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After Mr. Grasso's presentation, county staff introduced an online survey where community members could provide input on the project's goals. Meeting participants were oriented to the survey, and a link to the survey was shared through the meeting's chat feature. The link was also emailed out and made available on a variety of online channels.

EL PORTAL OPEN HOUSE // JANUARY 7, 2021

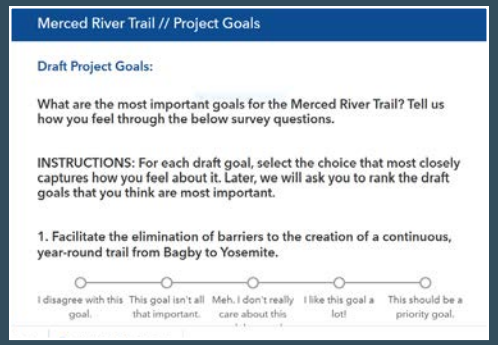
At this online Open House-type event, members of the Merced River Trail Community Working Group, Mariposa County staff, and District I Supervisor Rosemarie Smallcombe met with members of the El Portal, Foresta, and Incline communities to hear input, suggestions, and ideas for the Merced River Trail. The open house took place over the GoToMeeting platform, and had approximately 50 participants.

Many participants expressed concerns over the potential impact that a trail going through Foresta and El Portal could have on the fabric and livability of these communities. Similar sentiments had been expressed both by members of the community and of the working group at previous CWG meetings, and had been expressed in responses to the then-open online survey on the project's goals. Other participants expressed concerns over the potential impacts to wildlife habitat that expanded trail use could have.

PROJECT GOALS SURVEY

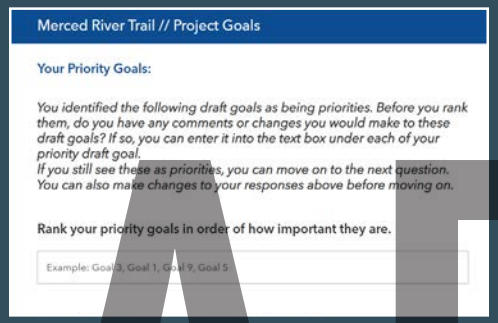
The CWG sought input on eleven initial draft project goals through an online survey. The survey used conditional formatting to ask respondents questions based on their responses to preceding questions in the survey.

1



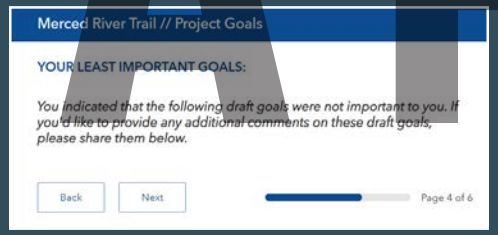
RESPONDENTS WERE FIRST ASKED TO INDICATE HOW IMPORTANT THEY VIEWED EACH OF THE ELEVEN INITIAL DRAFT GOALS.

2



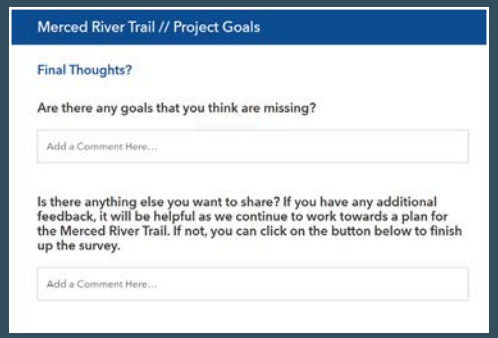
IF A RESPONDENT INDICATED THAT THEY AGREED OR STRONGLY AGREED WITH A DRAFT GOAL, THE SURVEY OFFERED AN OPPORTUNITY TO PRIORITIZE PREFERRED GOALS BY RANKING THEM.

3



IF A RESPONDENT INDICATED THAT THEY DISAGREED WITH A DRAFT GOAL, THE SURVEY OFFERED AN OPPORTUNITY TO PROVIDE ADDITIONAL COMMENTS SPECIFIC TO THAT DRAFT GOAL.

4



THE SURVEY CONCLUDED WITH AN OPPORTUNITY TO ADD NEW GOALS OR PROVIDE GENERAL FEEDBACK AND INPUT.

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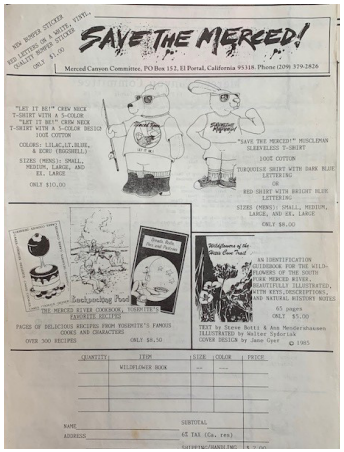
Attachment: 2_Visioning Process DRAFT (12725 : Status Update: Merced River Trail and Merced River

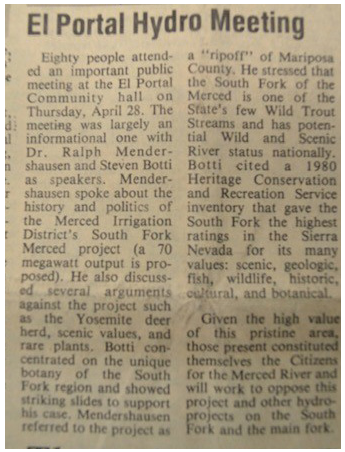
DIALOGUE #3: CONSERVATION AND ADVOCACY HISTORY + OPEN HOUSE // MARCH 29, 2021

DRAFT

At the March 2021 event, Ralph Mendershausen discussed the history of community leadership and river conservation initiatives in the watershed, and reflect on their significance for the current visioning effort. As both a longtime Mariposan and founding member of the Merced Canyon Committee, Mr. Mendershausen drew on his extensive experience in helping secure Wild and Scenic designation for the river from its headwaters in Yosemite National Park to above Lake McClure. The event took place over the GoToMeeting platform, and had approximately 50 participants.

An open house-style discussion followed, where county staff and CWG members emphasized that, based on feedback received to that point from residents of El Portal and Foresta, the adopted vision plan would assuredly not recommend a trail alignment passing through those communities. Participants were also reminded to complete the online survey and encourage others to do so.




El Portal Hydro Meeting

Eighty people attended an important public meeting at the El Portal Community hall on Thursday, April 28. The meeting was largely an informational one with Dr. Ralph Mendershausen and Steven Botti as speakers. Mendershausen spoke about the history and politics of the Merced Irrigation District's South Fork Merced project (a 70 megawatt output is proposed). He also discussed several arguments against the project such as the Yosemite deer herd, scenic values, and rare plants. Botti concentrated on the unique botany of the South Fork region and showed striking slides to support his case. Mendershausen referred to the project as a "ripoff" of Mariposa County. He stressed that the South Fork of the Merced is one of the State's few Wild Trout Streams and has potential Wild and Scenic River status nationally. Botti cited a 1980 Heritage Conservation and Recreation Service inventory that gave the South Fork the highest ratings in the Sierra Nevada for its many values: scenic, geologic, fish, wildlife, historic, cultural, and botanical.

Given the high value of this pristine area, those present constituted themselves the Citizens for the Merced River and will work to oppose this project and other hydro-projects on the South Fork and the main fork.

DIALOGUE #3: CONSERVATION AND ADVOCACY HISTORY
This presentation included archival photos documenting the history of grassroots work of local residents to organize, advocate for, and achieve river conservation victories, including securing Wild and Scenic River status.

Attachment: 2_Visioning Process DRAFT (12725 : Status Update: Merced River Trail and Merced River

MIDPINES OPEN HOUSE // JUNE 16, 2021

After being open for nearly 10 weeks and receiving 252 responses, the online survey to collect input on the project goals was closed so that the CWG could begin interpreting the results. Over the next four months, a subcommittee of CWG members met six times to analyze and synthesize responses and revise the project's goals accordingly. The subcommittee included Ralph Mendershausen, Michael Martin, Nick Ross-Rhudy, and Jeff Gabe.

First, comments were coded for whether they were actionable for a specific draft goal, more general and applicable multiple draft goals, or not related to the draft project goals. The subcommittee then modified each draft goal—first individually, then collaboratively—in response to both the actionable specific and general comments in the survey responses. The result was a significantly different list of goals than the initial list of draft goals, which was adopted by the CWG at the April 15, 2021 meeting.

The adopted project goals were the focus of the Midpines open house. On June 15, California transitioned to beyond the blueprint framework, which made it possible for community members to come together in person for an event at the Midpines Community Hall. The event was structured as an open house to share the results and outcomes of the recent community survey on the project's goals. Members of the Merced River Trail Community Working Group and County staff were on hand to discuss how community feedback informed the adopted project goals, and provided updates on the next steps in the visioning process.

The event had approximately 15 participants. In addition to this open house presentation, the goals and a summary of the differences between them and the initial draft goals, were made available on the Mariposa County website and distributed via email and other online platforms. Based on the survey results, the CWG voted to adopt the following goals:

1. **Ensure that the Merced River Trail does not jeopardize or negatively impact the public safety, social well-being, or historic character of adjacent and surrounding communities.**
2. **Facilitate the elimination of barriers to the creation of a continuous, year-round trail from Bagby to Yosemite.**
3. **Conserve the cultural, historic, natural, and scenic resources of the Merced River Canyon.**
4. **Prioritize watershed and ecosystem health, including fish, wildlife, and their habitats, as a core principle of trail planning and implementation.**
5. **Assess the viability and impacts of additional non-motorized, recreational users throughout the trail corridor, and implement strategies to maintain balance among different uses.**
6. **Integrate the Merced River Trail with existing and planned trails within Mariposa County.**
7. **Initiate and support education and research activities that increase the community's connection to and knowledge about the natural ecosystem and cultural resources of the Wild and Scenic Merced River Canyon.**
8. **Ensure adequate resources for the long-term maintenance and repair of the Merced River Trail and its necessary facilities.**

PROJECT GOAL REVISIONS

Based on the input received through the online survey and during the discussions with the community in this phase of the project, the initial draft goals were modified in various ways prior to be adopted by the Community Working Group.

252
SURVEY RESPONSES

11
INITIAL DRAFT GOALS

2
DRAFT GOALS ELIMINATED

3
DRAFT GOALS INTEGRATED

2
NEW GOALS DEVELOPED

8
FINAL GOALS ADOPTED

DRAFT

Attachment: 2_Visioning Process DRAFT (12725 : Status Update: Merced River Trail and Merced River

PROJECT GOALS

	INITIAL DRAFT GOAL	ADOPTED GOAL
1	*Facilitate the elimination of barriers to the creation of a continuous, year-round trail from Bagby to Yosemite.*	**Facilitate the elimination of barriers to the creation of a continuous, year-round trail from Bagby to Yosemite.**
2	*Protect the natural, historic and cultural resources in the river canyon.*	**Conserve the cultural, historic, natural, and scenic resources of the Merced River Canyon.**
3	*Enhance watershed health, wildlife, and wildlife habitat as a principle of trail planning, implementation and use.*	**Prioritize watershed and ecosystem health, including fish, wildlife, and their habitats, as a core principle of trail planning and implementation.**
4	*Promote the Merced River Trail as an integral component of a broader California Regional and State-wide trail system.*	**Integrate the Merced River Trail with existing and planned trails within Mariposa County.**
5	*Support long term resource management objectives for public land along the Merced River.*	ELIMINATED; KEY TOPICS INTEGRATED INTO UPDATED GOAL #3
6	*Develop a trail that improves access to a wide range of appropriate outdoor experiences.*	**Assess the viability and impacts of additional non-motorized, recreational users throughout the trail corridor, and implement strategies to maintain balance among different uses.**
7	*Support education and research activities that increase knowledge about the importance of the river canyon as a cultural resource and wildlife corridor.*	**Initiate and support education and research activities that increase the community's connection to and knowledge about the natural ecosystem and cultural resources of the Wild and Scenic Merced River Canyon.**
8	*Improve public health through increased access to nature-based recreation in the Merced River Canyon.*	ELIMINATED; NOT A POPULAR GOAL
9	*Strengthen the community's connection to the natural ecosystems of the Wild and Scenic Merced River Canyon.*	ELIMINATED; KEY TOPICS INTEGRATED INTO UPDATED GOAL #7
10	*Support the regional economy by stimulating businesses, support services, and other ventures geared towards outdoor recreation.*	ELIMINATED; NOT A POPULAR GOAL
11	*Prioritize projects for the benefit of wildlife, ecosystem health, and improvement of the current natural conditions.*	ELIMINATED; KEY TOPICS INTEGRATED INTO UPDATED GOAL #3
N1*	–	**Ensure that the Merced River Trail does not jeopardize or negatively impact the public safety, social well-being, or historic character of adjacent and surrounding communities.**
N2*	–	**Ensure adequate resources for the long-term maintenance and repair of the Merced River Trail and its necessary facilities.**

* *NEW GOAL DRAFTED IN RESPONSE TO INPUT FROM THE COMMUNITY SURVEY*

DRAFT

Attachment: 2_Visioning Process DRAFT (12725 : Status Update: Merced River Trail and Merced River

"The more we can get people out of their cars to enjoy the Merced the better. It essential for visitors to have alternative sites to visit near Yosemite."

"The key word is "public;" and to create a welcoming and protected area along the river."

"People will take an interest in conservation if they get a chance to enjoy it."

"This trail should not go through or close to small park communities or expose them to more tourist traffic than they already endure."

"Wildfires are not going away. There should be a priority to protect habitat and to understand the nature of this wonderful area."

"Protect this beautiful area and minimize impact."

"Protecting natural resources will enhance the beauty of the trail."

DRAFT

ANONYMOUS COMMENTS FROM PROJECT GOALS COMMUNITY SURVEY

"Educating the general public on appropriate use of a trail system, and care of our natural resources is most important. This should be a priority so that all who use the trail system take personal responsibility for its care."

"For the long-term preservation of the canyon and trail, the community needs to support it."

"Enhancing watershed health, wildlife and wildlife habitat should not be sacrificed for development."

"Anything to keep it clean + quiet, while being used + enjoyed."

"Year-round access is important because of it's excellent climate and favorable winter temperatures. "

DRAFT

"The river canyon is rich in historic and cultural resources that are important to preserve."

"This trail could serve as an example of bringing people closer to their surroundings."

"By having a plan we can beat the social trails which often fail our public interests."

PROJECT ACTIONS SURVEY
After the project goals survey was completed, the CWG sought community input on potential actions for advancing the adopted project goals.

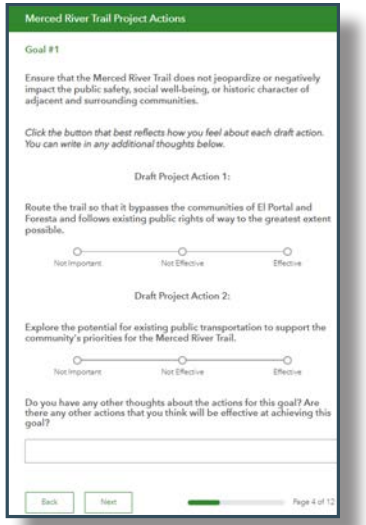
PROJECT ACTIONS SURVEY // SEPTEMBER 9, 2021

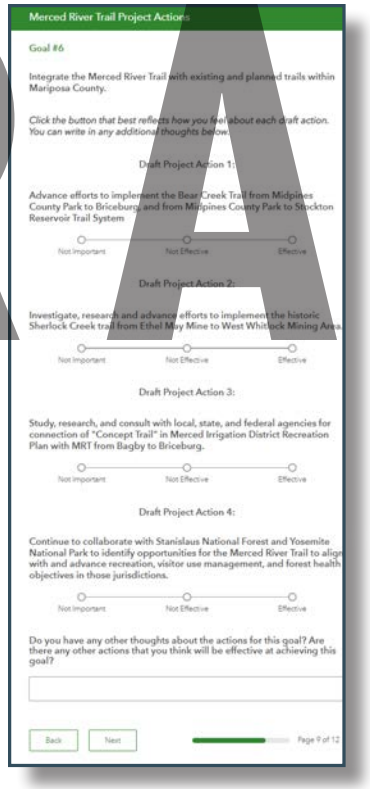
With the CWG having adopted the project's goals, their emphasis shifted to developing a series of draft actions to share with the community and on which to receive feedback and input. For the purposes of the trail visioning work, actions refer to potential steps that can be taken to achieve the adopted goals. Accordingly, the committee put forth actions that specifically align with each of the project's eight goals—in other words, each action was intended to correspond to a specific goal.

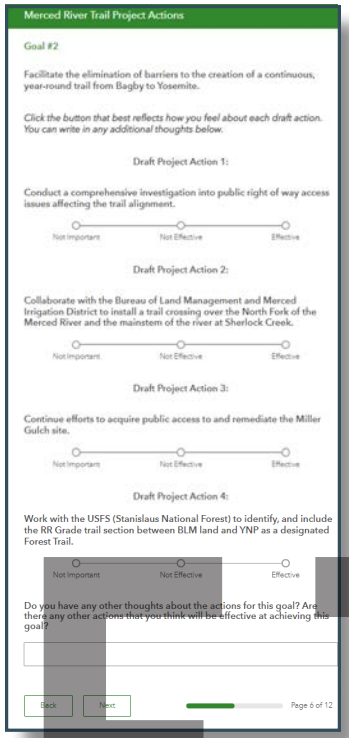
The CWG discussed and crafted draft actions for several meetings. While some draft actions were developed anew during this phase, many had emerged and been recorded during previous phases of the visioning process. For example, while the CWG was evaluating comments proposed in the project goals survey, many of the community's comments aligned more closely with project actions rather than goals. These were saved and revisited during the project actions, as were potential actions that arose during previous CWG deliberations over the draft vision statement and draft goals.

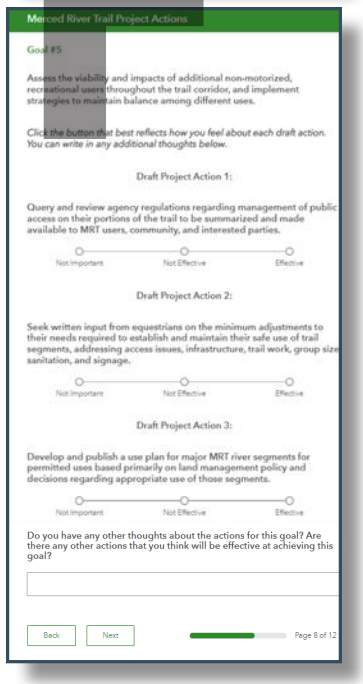
Ultimately, the CWG voted to put forth a list of 29 draft actions for the community to engage with and react to through an online survey that went live on September 9, 2021. For each goal, the CWG proposed at least two draft actions, and most goals had at least three associated draft actions. The initial draft actions and the goals with which they were associated are on pg. xx-xx.

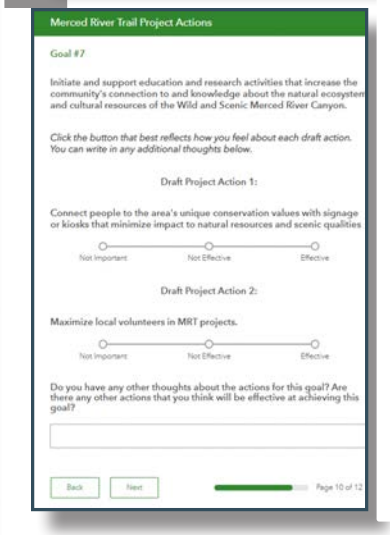
The survey was structured for participants to evaluate draft actions based on their perceived utility for for achieving the goal that they relate to. For each draft action, survey respondents could indicate whether they thought it would be effective, not effective, or simply not important to the project. Each prompt also allowed participants to write in any additional comments or input on the CWG's draft actions.





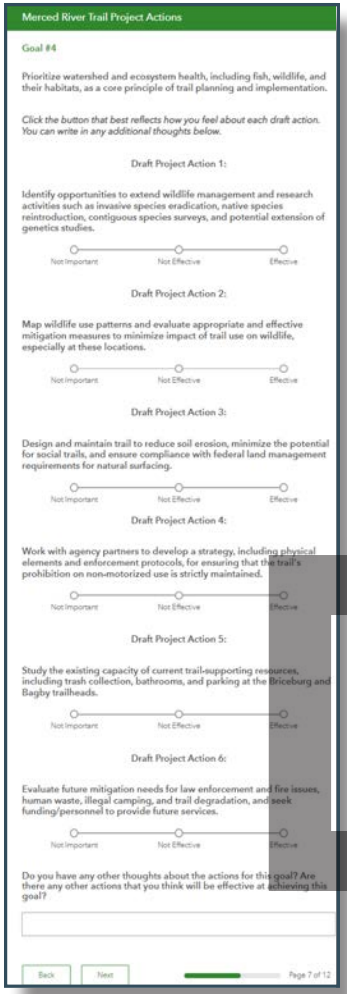






DRAFT

Attachment: 2_Visioning Process DRAFT (12725 : Status Update: Merced River Trail and Merced River



PROJECT ACTIONS SURVEY
After the project goals survey was completed, the CWG sought community input on potential actions for advancing the adopted project goals.

1. **Ensure that the Merced River Trail does not jeopardize or negatively impact the public safety, social well-being, or historic character of adjacent and surrounding communities.**

- *Route the trail so that it bypasses the communities of El Portal and Foresta and follows existing public rights of way to the greatest extent possible.*
- *Explore the potential for existing public transportation to support the community's priorities for the Merced River Trail.*

2. **Facilitate the elimination of barriers to the creation of a continuous, year-round trail from Bagby to Yosemite.**

- *Conduct a comprehensive investigation into public right of way access issues affecting the trail alignment.*
- *Collaborate with the Bureau of Land Management and Merced Irrigation District to install a trail crossing over the North Fork of the Merced River and the mainstem of the river at Sherlock Creek.*
- *Continue efforts to acquire public access to and remediate the Miller Gulch site.*
- *Work with the USFS (Stanislaus National Forest) to identify, and include the RR Grade trail section between BLM land and YNP as a designated Forest Trail.*

3. **Conserve the cultural, historic, natural, and scenic resources of the Merced River Canyon.**

- *Continue a regular program of community information about matters relevant to these aspects of the canyon and determine the best means for their selection, dissemination, accessibility, and collection.*
- *Develop and locate riverside sites to provide public information such as signage or a kiosk, with a mandate to minimize and concentrate those sites.*
- **Establish principles of trail maintenance that stress use of basic natural materials, and minimize scenic impacts for trails and bridges.**
- *Establish an MRT support group of informed local people that will visit the trail with some regularity to see and note its quality and use.*

4. **Prioritize watershed and ecosystem health, including fish, wildlife, and their habitats, as a core principle of trail planning and implementation**

- *Identify opportunities to extend wildlife management and research activities such as invasive species eradication, native species reintroduction, contiguous species surveys, and potential extension of genetics studies.*
- *Map wildlife use patterns and evaluate appropriate and effective mitigation measures to minimize impact of trail use on wildlife, especially at these locations.*
- *Design and maintain trail to reduce soil erosion, minimize the potential for social trails, and ensure compliance with federal land management requirements for natural surfacing.*
- *Work with agency partners to develop a strategy, including physical elements and enforcement protocols, for ensuring that the trail's prohibition on non-motorized use is strictly maintained.*
- *Study the existing capacity of current trail-supporting resources, including trash collection, bathrooms, and parking at the Briceburg and Bagby trailheads.*
- *Evaluate future mitigation needs for law enforcement and fire issues, human waste, illegal camping, and trail degradation, and seek funding/personnel to provide future services.*

5. **Assess the viability and impacts of additional non-motorized, recreational users throughout the trail corridor, and implement strategies to maintain balance among different uses.**

- *Query and review agency regulations regarding management of public access on their portions of the trail to be summarized andmade available to MRT users, community, and interested parties.*
- *Seek written input from equestrians on the minimum adjustments to their needs required to establish and maintain their safe use of trail segments, addressing access issues, infrastructure, trail work, group size, sanitation, and signage.*
- *Develop and publish a use plan for major MRT river segments for permitted uses based primarily on land management policy and decisions regarding appropriate use of those segments.*

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Attachment: 2_Visioning Process DRAFT (12725 : Status Update: Merced River Trail and Merced River

6. **Integrate the Merced River Trail with existing and planned trails within Mariposa County.**

- *Advance efforts to implement the Bear Creek Trail from Midpines County Park to Briceburg, and from Midpines County Park to Stockton Reservoir Trail System*
- *Investigate, research and advance efforts to implement the historic Sherlock Creek trail from Ethel May Mine to West Whitlock Mining Area.*
- *Study, research, and consult with local, state, and federal agencies for connection of "Concept Trail" in MeID Recreation Plan with MRT from Bagby to Briceburg.*
- *Continue to collaborate with Stanislaus National Forest and Yosemite National Park to identify opportunities for the Merced River Trail to align with and advance recreation, visitor use management, and forest health objectives in those jurisdictions.*

7. **Initiate and support education and research activities that increase the community's connection to and knowledge about the natural ecosystem and cultural resources of the Wild and Scenic Merced River Canyon.**

- *Connect people to the area's unique conservation values with signage or kiosks that minimize impact to natural resources and scenic qualities*
- *Maximize local volunteers in MRT projects.*

8. **Ensure adequate resources for the long-term maintenance and repair of the Merced River Trail and its necessary facilities.**

- *Support the establishment of an organization to serve as a Merced River Trail conservancy which can acquire, allocate, and manage the financial and technical resources necessary for the trail's long-term success.*
- *Construct trail support elements such as bathrooms, trash cans, and signage with durable, resilient materials and assemblies that minimize maintenance needs.*
- *Develop a funding strategy to support regular, routine maintenance of the trail and its support facilities as well as major repairs from high impact events such as floods and fires.*

DRAFT

The community survey on Project Actions received 114 responses, and was closed on November 18, 2021. Following the same model used to synthesize the results of the community engagement work on the Vision Statement and Project Goals, an ad hoc subcommittee of Community Working Group members convened to analyze the survey responses and use the input to revise and improve the list of project actions prior to submitting them to the full Community Working Group for discussion and adoption.

The subcommittee, which consisted of Ralph Mendershausen, Michael Martin, and Art Baggett, met four times from November 2021-February 2022, following the same methodology for synthesizing community input, and using survey results as the basis for revising the draft project actions. Those recommended revisions then went from the subcommittee to the wider Commmunity Working Group to discuss, approve, and vote to approve, which they did at the February 9, 2022 meeting.

Results are summarized below, and detailed in the next chapter.

1. **Ensure that the Merced River Trail does not jeopardize or negatively impact the public safety, social well-being, or historic character of adjacent and surrounding communities.**

The draft actions associated with this goal were the most difficult to revise based on the results of the community survey. On average, the draft actions were neither extremely popular or unpopular with the entire survey respondent pool. However, individual responses varied widely, with many respondents ranking these draft actions, especially "Route the trail so that it bypasses the communities of El Portal and Foresta and follows existing public rights of way to the greatest extent possible" as the single most important action in the entire survey, while many others indicated that they would be extremely frustrated were the trail not to pass through El Portal and Foresta.

114
SURVEY RESPONSES

29
INITIAL DRAFT ACTIONS

1
DRAFT ACTION ELIMINATED

4
DRAFT ACTIONS SIGNIFICANTLY REVISED

1
NEW ACTION DEVELOPED

29
ADOPTED PROJECT ACTIONS

Attachment: 2_Visioning Process DRAFT (12725 : Status Update: Merced River Trail and Merced River

Perhaps predictably, those in the first camp were overwhelmingly the residents of El Portal and Foresta, who have expressed their concerns about the trail's impact on safety and the character of their communities. These perspectives were frequently expressed during public meetings by the El Portal residents on the CWG, who, in addition to sharing their own concerns, passed on the concerns of their friends, family, and neighbors. The CWG also received formal letters from community groups in El Portal and Foresta expressing similar opinions about the anticipated impact of increased trail usage on their neighborhoods.

The CWG conducted research and heard public comment from stakeholders who believe that these potential impact can be mitigated by trail programming and design strategies related to signage, site planning, and other counter-measures. While this may prove to be true in the future, the planning process revealed-- unequivocally-- that the prevailing view of the El Portal and Foresta communities is that it would be extremely detrimental to their neighborhoods if the Merced River Trail were to pass through them.

The CWG decided to prioritize this clear direction from those most directly impacted by the trail's route. Therefore, the draft actions for this goal did did not change based on the community's input.

2. Facilitate the elimination of barriers to the creation of a continuous, year-round trail from Bagby to Yosemite.

The draft actions associated with this goal were generally seen as desirable, appropriate, and effective. The survey suggested minor revisions to help clarify the intent of some of actions.

3. Conserve the cultural, historic, natural, and scenic resources of the Merced River Canyon.

The draft actions were generally popular, with little to no recommended revisions. However, it was suggested that the draft project action •" Establish an MRT support group of informed local people that will visit the trail with some regularity to see and note its quality and use" be revised to provide more clarity and detail about this group's primary roles and responsibilities.

4. Prioritize watershed and ecosystem health, including fish, wildlife, and their habitats, as a core principle of trail planning and implementation

These draft actions scored highly among survey respondents, and only minor revisions were recommended.

5. Assess the viability and impacts of additional non-motorized, recreational users throughout the trail corridor, and implement strategies to maintain balance among different uses.

The survey suggested two substantive revisions to the draft actions associated with this goal. First, the draft project action "Query and review agency regulations regarding management of public access on their portions of the trail to be summarized and made available to MRT users, community, and interested parties" was re-written to be clearer and more comprehensible. Second, the draft project action "Seek written input from equestrians on the minimum adjustments to their needs required to establish and maintain their safe use of trail segments, addressing access issues, infrastructure, trail work, group size, sanitation, and signage" was revised to better reflect the variety of non-motorized uses that may become more popular and widespread along the Merced River Trail in the future.

6. Integrate the Merced River Trail with existing and planned trails within Mariposa County.

The survey indicated general support for the draft actions associated with this goal. However, the draft project action "Investigate, research and advance efforts to implement the historic Sherlock Creek trail from Ethel May Mine to West Whitlock Mining Area" did not score highly and was eliminated from the final action list.

7. Initiate and support education and research activities that increase the community's connection to and knowledge about the natural ecosystem and cultural resources of the Wild and Scenic Merced River Canyon.

The survey suggested substantive revisions to both of this goal's draft actions. First, the draft action "Connect people to the area's unique conservation values with signage or kiosks that minimize impact to natural resources and scenic qualities" was revised to include additional objectives and design parameters for future trail furnishings. Second, the draft project action "Maximize local volunteers in MRT projects" was revised to be more detailed about the roles that local volunteers might play in specific types of trail project.

Additionally, a new project action was created to respond to stakeholders' input regarding expanded educational and stewardship activities and programs focused on the river, canyon, and trail.

8. Ensure adequate resources for the long-term maintenance and repair of the Merced River Trail and its necessary facilities.

These draft actions rated among the highest priorities of any in the survey. The survey indicated that no revisions were needed to these actions.

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Attachment: 2_Visioning Process DRAFT (12725 : Status Update: Merced River Trail and Merced River

PROJECT ACTIONS: GOALS 1-4

GOAL 1 Ensure that the Merced River Trail does not jeopardize or negatively impact the public safety, social well-being, or historic character of adjacent and surrounding communities.

ACTION 1.1 **Route the trail so that it bypasses the communities of El Portal and Foresta and follows existing public rights of way to the greatest extent possible.**

ACTION 1.2 **Explore the potential for existing public transportation to support the community's priorities for the Merced River Trail.**

GOAL 3 Conserve the cultural, historic, natural, and scenic resources of the Merced River Canyon.

ACTION 3.1 **Continue a program of producing and disseminating information, such as studies, films, and public presentations, so that the public has ongoing access to research on these resources of the Merced River canyon.**

ACTION 3.2 **Develop and locate riverside sites to provide public information such as a brochure, signage, or a kiosk, with a mandate to minimize and concentrate them at existing trail heads.**

ACTION 3.3 **Establish principles of trail maintenance that stress use of basic natural materials, and minimize scenic impacts for trails and bridges.**

ACTION 3.4 **Establish permanent coordination of trail stewardship resources to collect, organize, and facilitate trail monitoring tasks related to litter, wildlife impacts, and other resource protection objectives.**

PROJECT ACTIONS REVISIONS

The online survey and conversations and input provided during previous phases in the vision planning process resulted in the Community Working Group revising the initial list of draft project actions into 29 goal-specific actions for realizing the project's overall vision.

GOAL 2 Facilitate the elimination of barriers to the creation of a continuous, year-round trail from Bagby to Yosemite.

ACTION 2.1 **Conduct a comprehensive investigation into public right of way access issues affecting the trail alignment.**

ACTION 2.2 **Collaborate with the Bureau of Land Management and Merced Irrigation District to install a trail crossing over the North Fork of the Merced River and the mainstem of the river at Sherlock Creek.**

ACTION 2.3 **Continue and expand efforts to restore, remediate, and acquire public access to and through the Miller Gulch site.**

ACTION 2.4 **Work with the US Forest Service to formally designate the historic railroad grade within Stanislaus National Forest jurisdiction as a trail with design parameters that align with the natural character recommended in the Merced River Trail Vision Plan.**

GOAL 4 Prioritize watershed and ecosystem health, including fish, wildlife, and their habitats, as a core principle of trail planning and implementation.

ACTION 4.1 **Identify opportunities to extend wildlife management and research activities such as invasive species eradication, native species reintroduction, contiguous species surveys, and potential extension of genetics studies.**

ACTION 4.2 **Map wildlife use patterns and evaluate appropriate and effective mitigation measures to minimize impact of trail use on wildlife, especially at these locations.**

ACTION 4.3 **Design and maintain trail to reduce soil erosion, minimize the potential for social trails, and ensure compliance with federal land management requirements for natural surfacing.**

ACTION 4.4 **Work with agency partners to develop a strategy, including physical elements and enforcement protocols, for ensuring that the trail's prohibition on non-motorized use is strictly maintained.**

ACTION 4.5 **Study the existing capacity of current trail-supporting resources, including trash collection, bathrooms, and parking at the Briceburg and Bagby trailheads.**

ACTION 4.6 **Evaluate future mitigation needs for law enforcement and fire issues, human waste, illegal camping, and trail degradation, and seek funding/personnel to provide future services.**

PROJECT ACTIONS: GOALS 5-8

GOAL 5 Assess the viability and impacts of additional non-motorized, recreational users throughout the trail corridor, and implement strategies to maintain balance among different uses.

ACTION 5.1 Review, summarize, and make publicly available current land management agency decisions determining public access on BLM and USFS portions of the MRT.

ACTION 5.2 Seek written input from new user groups on the minimum adjustments to their needs required to establish and maintain their safe use of trail segments, addressing access issues, infrastructure, trail work, group size, sanitation, and signage.

ACTION 5.3 Develop and publish a use plan for major MRT river segments for permitted uses based primarily on land management policy and decisions regarding appropriate use of those

GOAL 6 Integrate the Merced River Trail with existing and planned trails within Mariposa County.

ACTION 6.1 Advance efforts to implement the Bear Creek Trail from Midpines County Park to Briceburg, and from Midpines County Park to Stockton Reservoir Trail System

ACTION 6.2 Investigate, research and advance efforts to implement the historic Sherlock Creek trail from Ethel May Mine to West Whitlock Mining Area.

ACTION 6.3 Study, research, and consult with local, state, and federal agencies for connection of "Concept Trail" in MeID Recreation Plan with MRT from Bagby to Briceburg.

ACTION 6.4 Continue to collaborate with Stanislaus National Forest and Yosemite National Park to identify opportunities for the Merced River Trail to align with and advance recreation, visitor use management, and forest health objectives in those jurisdictions.

GOAL 7 Initiate and support education and research activities that increase the community's connection to and knowledge about the natural ecosystem and cultural resources of the Wild and Scenic Merced River Canyon.

ACTION 7.1 Install aesthetically appropriate public information elements that educate trail users about the river canyon's natural and cultural resources, and promote safe, responsible, and low-impact use of the trail.

ACTION 7.2 Maximize local volunteers in Merced River Trail projects, including trail maintenance, monitoring, and citizen science activities that contribute to other objectives in the Vision Plan.

ACTION 7.3 Support a program of community education and engagement activities, including guided field trips, presentations, and other events that build connections to the river and trail.

GOAL 8 Ensure adequate resources for the long-term maintenance and repair of the Merced River Trail and its necessary facilities.

ACTION 8.1 Support the establishment of an organization to serve as a Merced River Trail conservancy which can acquire, allocate, and manage the financial and technical resources necessary for the trail's long-term success.

ACTION 8.2 Locate, design, and construct trail support elements such as bathrooms, trash cans, and signage to minimize maintenance needs.

ACTION 8.3 Develop a funding strategy to support construction, regular maintenance, and major repairs of the trail and its support facilities.

Attachment: 2_Visioning Process DRAFT (12725 : Status Update: Merced River Trail and Merced River

Board of Supervisors Meeting – April 5, 2022

Agenda Item L1-Receive Presentation on the Status of Merced River Trail Vision Plan Developments

Good afternoon. Board Chair Smallcombe, members of the Board, my name is Michael Martin. I am a Mariposa County Merced River Trail Community Working Group (CWG) Member. I am making this statement on behalf of myself and not the CWG. I have a Ph.D., and 30 years working experience as an Environmental Toxicologist for California Department of Fish and Wildlife. I founded, and was Laboratory Director of, the Marine Pollution Studies Laboratory, a collaboration between California Department of Fish and Game, Moss Landing Marine Laboratory, and University of California, Santa Cruz, for 22 years. Our laboratory studied and identified hazardous waste sites all over California and Baja California, Mexico. For the last 10 years of my Fish and Game career, I was the Lead Scientist for CDFW and the California Natural Resources Agency on over 50 hazardous waste assessment and remediation projects, including two of the largest hazardous waste sites in California: Montrose DDT contamination in southern California and a massive sulfide ore deposit, mined for iron, silver, gold, copper, zinc and pyrite, Iron Mountain Mine, Shasta County. I fully understand the significance, impacts, remediation, risk assessment, and liabilities of Superfund sites.

I am concerned about the Miller Gulch property and its potential as a hazardous waste liability. I respectfully disagree with staff recommendations that there may be minimal legal and economic exposure for Mariposa County, since I and other CWG members have not been provided the opportunity to review and comment upon the documents that your staff has apparently used to make this conclusion and recommendation.

Since summer 2021, staff has repeatedly postponed the release of the Targeted Brownfields Assessment, Analysis of Brownfield Cleanup Alternatives, and Land Revitalization Technical Assistance reports to our committee, citing the need for authorization from the property owners. I have attached a chronology of those meetings for your information. I believe the basis of that opinion should be available for public scrutiny. Please do not take any action toward evaluation and purchase of the subject property until these reports have been released and reviewed by the public. Thank you.

Attachment: Handout from Michael Martin for item L1 (12725 : Status Update: Merced River Trail and Merced River Trail Vision Plan)

Chronology of CWG meetings on Miller Gulch

August 2020: Notification to CWG of the Potential TBA Grant.

November 2020: CWG Notification of Progress Toward Sampling TBA. CWG Requests Monthly Briefing on Progress of study and report.

September 2021: CWG notified that the Targeted Brownfield Assessment technical assistance work is nearly complete, and that the results could be made public with landowner approval in the near future.

October 2021: CWG given update on Miller Gulch site including potential expansion to include mine site and staff collaboration with US EPA. Supervisor Smallcombe invites CWG members to BOS Board Meeting on October 26, 2021 by staff.

November 2021: CWG given update on Miller Gulch site. Three CWG members that without reviewing the deliverables from the EPA Targeted Brownfield Assessment, they would not feel comfortable advocating for an appraisal of the property.

December 2021: Staff indicated that the hope was for the Committee to be able to discuss the outcomes of the two recent EPA-supported technical assistance programs at the February meeting of the CWG.

February 2022: Miller Gulch site Reports not included on agenda.

April 2022 CWG given update on Miller Gulch site. Staff informs CWG that landowner approval for public release of Reports for Miller Gulch is delayed. Landowner offers to let CWG "ask questions" about the reports. Two CWG members express concerns about their ability to ask informed questions or provide technical, legal, and scientific opinions about the reports without being able to read, review, and research the documents.

Attachment: Handout from Michael Martin for item L1 (12725 : Status Update: Merced River Trail and Merced River Trail Vision Plan)

MARIPOSA COUNTY

Planning · 209-966-5151

MEETING: April 5, 2022

TO: The Board of Supervisors

FROM: Sarah Williams, Planning Director

RE: Status Update: Various Mariposa Creek Parkway Initiatives

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RECOMMENDATION AND JUSTIFICATION: Receive a Presentation on the Status of the Mariposa Creek Parkway

Item is presented to update the Board and public regarding the project.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

This item provides a general update on the various activities taking place to implement the recommendations of the Mariposa Creek Parkway Master Plan, and advance the community's vision for this project. Though the Board has not formally requested an update on these activities, the Planning Department thought it valuable to provide an update at this time to ensure that the Supervisors were up to date with the many facets of this intricate and high-impact initiative.

The item and presentation address ongoing and potential future environmental restoration activities in the creek corridor, updates on ATP-funded design and construction work for the Phase III segment, and an update on the Phase IV Special Plan, which is currently in development.

The Board has taken many actions related to the Mariposa Creek Parkway project. Among these, the most relevant to the current item are:

RES-2021-598: Approve an Agreement with State of California for Phase III of the Mariposa Creek Parkway Project

LTC-2021-22: Approve an Agreement with SERA Architects, Inc. to Complete the Mariposa Creek Parkway Phase IV Special Plan

RES-2020-32: Verify Acceptance of Mariposa Creek Parkway Properties with Restrictions

LTC-2020-3: Mariposa Creek Parkway Adoption

LTC-2020-15: Mariposa Creek Parkway ATP

RES-2021-17: Award Agreement to Sierra Foothills Conservancy for Mariposa Creek

Information Item

Parkway Restoration Project

ALTERNATIVES AND CONSEQUENCES:

Not applicable - no action recommended.

ATTACHMENTS:
220307 Board Update Memo (PDF)
220307 Phase Map_shrink (PDF)

RESULT: INFORMATION RECEIVED

Mariposa County

SARAH WILLIAMS
Planning Director

Mikey Goralnik
Community Design and
Development Planner

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MEMORANDUM

Date: 4/05/2022

To: Mariposa County Board of Supervisors

From: Mikey Goralnik, Community Design and Development Planner
Sarah Williams, Planning Director

Topic: Update on the Mariposa Creek Parkway

This memorandum provides a general update on the various activities taking place to implement the recommendations of the Mariposa Creek Parkway Master Plan, and advance the community's vision for this project. Though the Board has not formally requested an update on these activities, the Planning Department thought it valuable to provide an update at this time to ensure that the Supervisors were up to date with the many facets of this intricate and high-impact initiative.

Environmental Restoration
In February 2021, the County entered into a grant agreement with the Wildlife Conservation Board for a $415,000 grant to conduct environmental restoration activities in the county-owned portions of Phase II (from the pedestrian crossing downstream of 6th Street to 8th Street) and Phase III (from 8th Street to Joe Howard Street). The Planning Department prepared and submitted this grant application. Restoration activities entail invasive species removal (using both conventional and traditional/nature-based techniques) and revegetation with native riparian species. The grant also includes funding for interpretive signage.

With funding received, the County hired the Sierra Foothill Conservancy (SFC) as a prime consultant for the restoration project. SFC have been excellent at delivering on the project scope, and the grant funder is extremely enthusiastic about the County's performance on this grant thus far. The project is on track to be completed by December 2024. Significant milestones this far include:

- Completion of a comprehensive Habitat Restoration and Monitoring Plan
- Preliminary removal of intensive Himalayan blackberry infestation
- Substantive burning of Himalayan blackberry detritus

An additional achievement of this project has been the strengthening of existing community partnerships and the development of new ones to ensure the long-term success of the restoration work and project overall. Existing partners who have been essential to project success include the Southern Sierra Miwuk Nation and Mariposa Master Gardeners, both of whom collaborated in developing a revegetation plant list and the former of which spearheaded the blackberry burning activities. New partners include the California Conservation Corps (CCC) and Calaveras Healthy

Attachment: 220307 Board Update Memo [Revision 2] (12726 : Status Update: Various Mariposa Creek Parkway Initiatives)

Impact Product Solutions (CHIPS) and National Park Service (NPS), who have and will continue to play key roles in implementing invasive species removal and native plant revegetation activities.

Based on the success of the restoration effort, and the techniques and strategies that it has revealed, the project team has submitted a proposal for a grant to the California Natural Resources Agency (CNRA) to expand the restoration efforts in the Phase II and Phase III segments, and extend them into the Phase I segment (from the Best Western to the pedestrian crossing below 6th Street). Additionally, the partners anticipate pursuing a grant from the CNRA Enhanced Environmental Mitigation grant program to conduct restoration activities on County- and MPUD-owned parcels between the Phase I segment and the Mariposa County Fairgrounds. This proposal is due in May 2022.

Phase III Enhancements

In September 2021, the County received a $4,415,000 grant from the Caltrans ATP Cycle V grant program to implement the Phase III segment of the Parkway, as well as the 11th Street Paseo and new sidewalk connections between the two sites. Work is scheduled to be completed by July 2025. The Planning Department submitted this application with support from the Department of Public Works. The two departments are now working together to implement this grant. To date, the County has hosted an RFP process and selected a preferred consultant team, with which the County is now negotiating a contract to deliver the services in the grant scope of work.

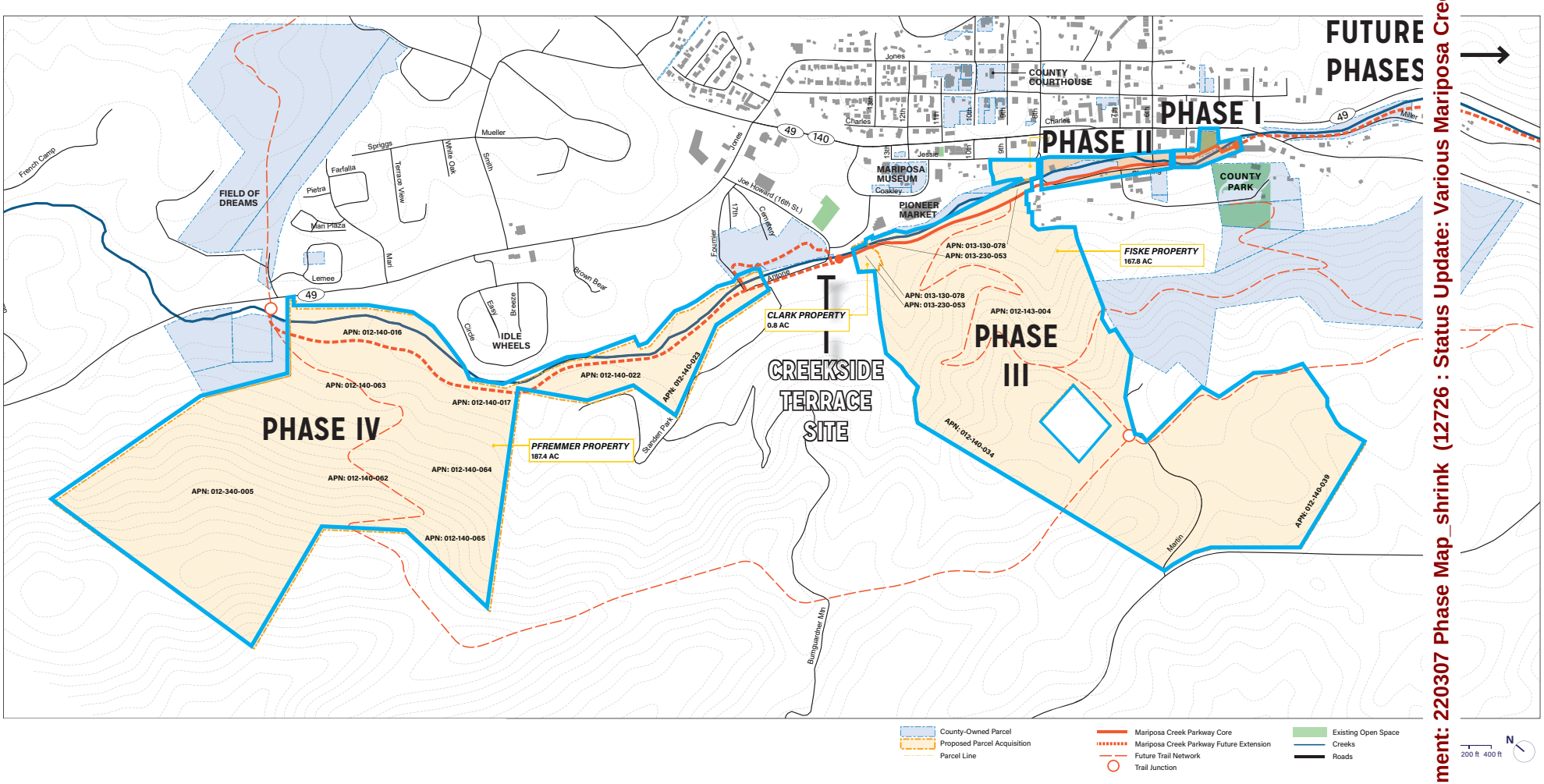
In addition to these enhancements, the County has applied for and tentatively received a grant for $655,000 from the US Economic Development Administration to plan and design the Phase III Mariposa Creek Parkway Trailhead and Destination Park on the former Hulbert property on the north side of the creek in the Phase III segment. The project builds on preliminary concepts developed during the Mariposa Creek Parkway Master Plan (2020), which imagines permeable parking areas providing access to existing and future trails in the creek corridor, environmental and cultural interpretive exhibits, a performance space, public art, and opportunities for visitors to access the creek and experience the local landscape. The proposed project will expand on the vision expressed in the master plan, producing 20% design drawings, environmental compliance, and permitting deliverables needed to construct the trailhead and destination park.

Phase IV Special Plan

In June 2021, the County was awarded a $460,000 grant from the Caltrans Sustainable Communities grant program to develop a Special Plan for the Phase IV segment of the Mariposa Creek Parkway, from Fournier Road to the Mariposa County Jail at Highway 49N. The Planning Department prepared this grant and is now co-managing this project with the Administration Department. Work is scheduled to be completed by February 2024. The project pairs technical infrastructural and environmental analysis with community insights to balance aspiration and feasibility, articulating a vision for a mix of new land uses in this key area of the Town of Mariposa—anchored by the Mariposa Creek Parkway—and determine a plan for achieving that vision.

The project team has hired an interdisciplinary consultant team to assist the county, empaneled a steering committee comprised of members of the community, county departments, and other affected stakeholders, and hosted several in-person and virtual meetings. The primary deliverable to date is an Opportunities and Constraints diagram that blends site analysis with community input to frame future wider community conversations about what is possible and desirable on the site. The project team is currently developing an extensive community engagement program, which will include online and in-person activities and events, implementation of which will kick-off in May 2022.

Attachment: 220307 Board Update Memo [Revision 2] (12726 : Status Update: Various Mariposa Creek Parkway Initiatives)



Attachment: 220307 Phase Map_shrink (12726 : Status Update: Various Mariposa Creek Parkway

MARIPOSA COUNTY

Planning · 209-966-5151

MEETING: April 5, 2022

TO: The Board of Supervisors

FROM: Sarah Williams, Planning Director

RE: Status Update: Integrated Mobility and Housing Strategy

RECOMMENDATION AND JUSTIFICATION:

Receive a Presentation on the Status of the Integrated Mobility and Housing Strategy (IMHS)

Item is presented to update the Board and public regarding the project.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

This item is a general update on the Integrated Mobility and Housing Strategy (IMHS). Though the Board has not formally requested an update on this project, the Planning Department thought that it would be beneficial to provide a general status report at this time.

The project combines stakeholder engagement with more objective analysis to identify strategic opportunities outside of Yosemite and in Mariposa County for developing housing-including single-family and multi-family-to support both the Park's and the County's housing shortfalls, while also supporting connections between new housing in the gateways and employment in the Park.

The item includes drafts of Chapter 1 and Chapter 2 of the IMHS document. Chapter 1 defines the problems that the project engages with, including the current federal and local planning contexts, and lays out the project's approach and assumptions. Chapter 2 summarizes and synthesizes the outcomes of the project's community dialogue, and concludes with six core themes for the project's recommendations to grapple with. Drafts of subsequent chapters and a final draft of the entire document will be brought to the Board to consider and potentially adopt after they have been cycled with the project's steering committee. The project, which is funded by a grant from Caltrans, must be completed by July 2023.

Previous Board actions include:

LTC-2021-9: Approved an agreement with Wallace, Roberts, and Todd, LLC (WRT) to develop the Integrated Mobility and Housing Strategy.

Information Item

LTC 2019-24: Authorized the Planning Department to submit an application for Caltrans FY 2020-21 Sustainable Communities Transportation Planning Grant to develop a Coordinated Mobility and Housing Strategy in partnership with Yosemite National Park; approved a letter of support and authorize the LTC chair to sign the Letter; and authorized the Local Transportation Commission Chair to sign the grant Agreement.

ALTERNATIVE AND CONSEQUENCES:

Not applicable - no action recommended.

ATTACHMENTS:
220315 Board Update Memo (PDF)
211026 WRT_IMHS DRAFT_CH 1+2_DRAFT (PDF)

RESULT: INFORMATION RECEIVED

Mariposa County

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MEMORANDUM

Date:	4/05/2022
To:	Mariposa County Board of Supervisors
From:	Mikey Goralnik, Community Design and Development Planner
	Sarah Williams, Planning Director
Topic:	Update on the Integrated Mobility and Housing Strategy

This memorandum provides a general update on the Integrated Mobility and Housing Strategy (IMHS). Though the Board has not formally requested an update on this project, the Planning Department thought that it would be beneficial to provide a general status report at this time.

Background
On October 8, 2020, the Local Transportation Commission approved LTC-2019-24, which authorized the Planning Department to submit an application for Caltrans FY 2020-21 Sustainable Communities Transportation Planning Grant to develop a Coordinated Mobility and Housing Strategy in partnership with Yosemite National Park. The premise of the project was to combine stakeholder engagement with more objective analysis to identify strategic opportunities outside of Yosemite and in Mariposa County for developing housing—including single-family and multi-family—to support both park and County's housing shortfalls, while also supporting connections between new housing in the gateways and employment in the park.

That application was successful, and the county received approximately $240,000 to hire a consultant team to assist with the planning effort. After a competitive consultant selection process, the project's steering committee selected the team led by WRT, who was hired to work on the renamed Integrated Mobility and Housing Strategy project on 3/9/2021 (LTC-2021-9).

Since that time, the consultant team has been working closely with staff, the project's steering committee (which includes representatives from the Yosemite Conservancy, National Park Service, and members of the community with particular expertise or perspectives that are relevant to the project) to carry out the scope of work, which entails:

- Conducting community engagement activities to understand the preferences and priorities of targeted users;
- Analyzing strategic sites in gateway communities and determining their feasibility for addressing identified mobility and housing needs;
- Developing conceptual designs for strategic sites and a cohesive mobility and connectivity strategy to link residents of gateways to employment in and near Yosemite; and

Attachment: 220315 Board Update Memo [Revision 1] (12729 : Status Update: Integrated Mobility and Housing Strategy)

- Articulating a nuanced implementation strategy that supports public and private investment in housing and mobility enhancements.

To date, the team has produced and cycled with the steering committee and project partners drafts of the first three chapters. The drafts of Chapters 1 and 2 are attached here. Chapter 1 defines the problems that the project engages with, including the current federal and local planning contexts, and lays out the project's approach and assumptions. Chapter 2 summarizes and synthesizes the outcomes of the project's community dialogue, and concludes with six core themes for the project's recommendations to grapple with. Chapter 3 lays out the overall strategy, and explains the analysis applied to ultimately identify five specific sites in Mariposa County with the highest potential for successfully implementing the strategy, and articulates the recommended mobility enhancements needed to connect these sites with park employment.

When completed, Chapter 4 will provide concept-level site designs for each of these priority sites. Chapter 5 will identify key implementation considerations for each site, such as funding mechanisms, partnership models, and regulatory parameters that pertain to each site's unique context. The team is currently working on these sections and will have drafts to cycle with the steering committee in June.

Chapter 3 // Strategies and Sites

The project's methodology identified several privately owned parcels as strategically significant for addressing integrated mobility and housing objectives. The project team is in close contact with the owners of these parcels, who are enthusiastic about the project and collaborating with the project team to develop the more detailed content that will be included in Chapter 4-5. However, for various site-specific reasons, several landowners are not prepared to publicly discuss the details of their property and its relationship to the IMHS at this time. For this reason, though it has been reviewed by the steering committee, the draft of Chapter 3 will not be publicly reviewed just yet.

However, there are several significant takeaways from this chapter that can be shared at this time. Specifically, the IMHS emphasizes:

- *increasing workforce housing options* across the county through a variety of methods, including limiting short-term rental housing in the gateway communities and assisting residents, including NPS workforce, with rental and home buying processes;
- pursuing multiple strategies to *keep new housing affordable*, including the promotion of increased density in areas served by shared mobility options;
- *building complete, rooted communities* that encourage community interaction and access to outdoors, and developing within the ecological context of the land to accentuate natural features and reduce environmental impacts; and
- *improving and reducing travel time between gateways and Yosemite* through flexible/shared mobility options, increased remote work, and establishing a satellite visitor/transportation center in Mariposa to increase points of park "entry."

Next Steps

The project team is hosting in-person design workshops with owners of the identified priority sites in May to collaborate on the conceptual designs for each of the strategic parcels. These rough concept designs will be refined throughout the summer and used as the basis for a draft of Chapter 4. Also during these meetings, the project team will facilitate discussions with the property owners to inform the narrative descriptions for implementation considerations and recommendations for inclusion in Chapter 5. Meanwhile, the team is engaging in conversations about relevant federal policies, regulations, and potential funding mechanisms with regional and federal National Park Service staff. The outcomes of these conversations will also be synthesized and incorporated into Chapter 5. Initial drafts of these chapters will be completed in June 2022.

Once drafts of these two final chapters have been cycled with and endorsed by the steering committee, they will be combined with the completed drafts for Chapters 1-3, and any additional document production activities will take place through the fall and winter of 2022. It is anticipated that the completed document will go to the LTC to review and adopt in January 2023.

Attachment: 220315 Board Update Memo [Revision 1] (12729 : Status Update: Integrated Mobility and Housing Strategy)

Attachment: 211026 WRT_IMHS DRAFT_CH 1+2_DRAFT (12729 : Status Update: Integrated Mobility and Housing Strategy)

10.26.2021 DRAFT

MARIPOSA COUNTY

INTEGRATED MOBILITY & HOUSING STRATEGY

Attachment: 211026 WRT_IMHS DRAFT_CH 1+2_DRAFT (12729 : Status Update: Integrated Mobility and Housing Strategy)

DRAFT

ACKNOWLEDGEMENTS

MARIPOSA COUNTY

YOSEMITE CONSERVANCY

NATIONAL PARK SERVICE

.....

WRT

WRT is a team of planners, urban designers, architects, and landscape architects based in San Francisco and Philadelphia. Through our collective approach, we serve the communities we work with by designing places that enhance the natural and social environment.

10.26.2021 DRAFT

MARIPOSA COUNTY

INTEGRATED MOBILITY & HOUSING STRATEGY

DRAFT

Attachment: 211026 WRT_IMHS DRAFT_CH 1+2_DRAFT (12729 : Status Update: Integrated Mobility and Housing Strategy)

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01

MOBILITY AND HOUSING CHALLENGES IN MARIPOSA COUNTY

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MARIPOSA COUNTY & YOSEMITE NATIONAL PARK

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BACKGROUND

The County of Mariposa, in partnership with Yosemite National Park ("YNP" or "the Park"), is spearheading an effort to address the housing and mobility challenges that negatively impact the quality of life of Mariposa County residents and visitors. The integrated housing and mobility approach analyzes infrastructure and community resources, and applies an understanding of local challenges ranging from traffic conditions to develop[illegible] challeng[illegible] environmental hazards. Ulti[illegible]ately, it [illegible]tab[illegible]shes an[illegible] a vision to incentivize and s[illegible]pport aff[illegible]da[illegible]le h[illegible]ing and mobility options for all [illegible]ariposa[illegible]s. By aligning enhancements in mobility (including both regional transit and active transportation modes) with future investments in housing, this project will result in both a better connected and more livable rural community, and a healthier, higher functioning Yosemite community.

The partnership with Yosemite National Park is important because the Park is both a major attraction for visitors and residents of Mariposa County, and also a major employer. In order to protect the natural resources within the Park, there are major spatial constraints on development, and there is insufficient housing to accommodate the wide network of Park visitors, Park employees, and the range of non-profits and concessioner employees that are vital to park operations. Housing options outside the Park are affected by the conversion of the historic long term rental market to short term rentals due to high

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DESTINATION GATEWAYS AND TYPICAL TRAVEL TIMES:
The geography of Mariposa County inhibits extensive infrastructural improvements and limits development to isolated areas that are far from the park.

demand by Park Visitors adding additional strain on year-round housing options for Mariposa's workforce at all price points. The limited housing options force many employees to make one of two difficult and unsustainable choices. They can either find housing farther away from the Park, which in turn stresses the transportation network that is already stressed to meet the daily workforce and visitor transportation needs effectively, or they can seek employment outside of the Park and County, depleting Yosemite's workforce and contributing to a rural gentrification effect that jeopardizes Mariposa County's sense of place.

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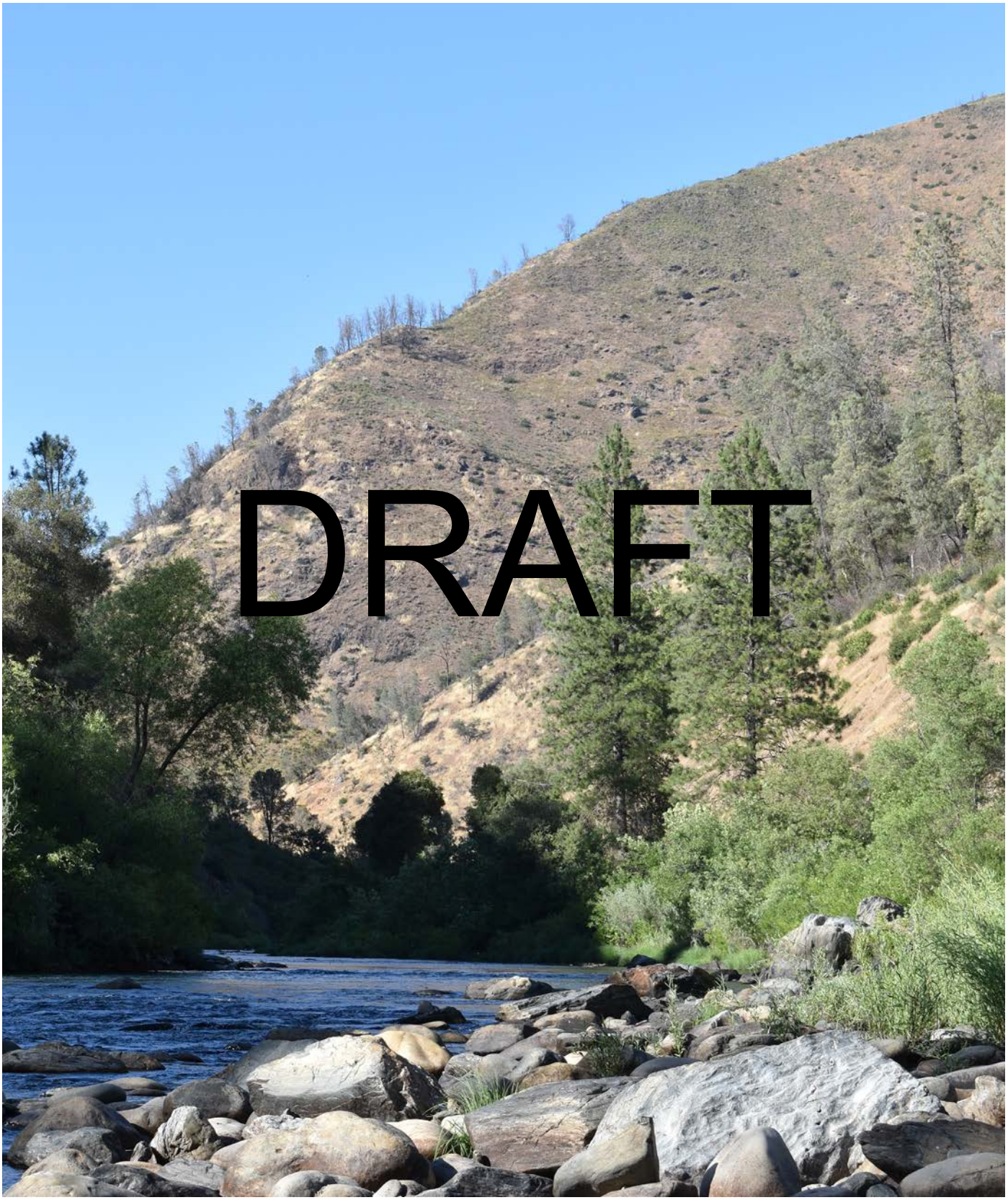
▼ **MERCED RIVER CANYON:** *Highway 140 winds northeast out of Mariposa through steep terrain subject to flooding, fire, and landsclides, forming a tenuous link to Yosemite National Park.*



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This project seeks to address this deficiency by planning for transit-oriented development in a rural context, with housing and transportation that connects Mariposa and other key county gateway communities with its major workforce center – Yosemite National Park. Critically, a mode shift to shuttle service or other group transportation will be effective within Mariposa County for a significant percentage of both visitors and workforce commuters if transit service, parking and staging are provided as part of an integrated transportation solution.

Like many rural gateways, Mariposa County faces major obstacles to development and infrastructural improvements. Extreme topography, extreme weather fluctuations, remoteness, and limited tax revenues all create an environment that restricts growth - in not altogether harmful ways. While the geography of the County inhibits the construction of additional highways, as current roads already cling to hillsides through rugged river canyons, these obstacles have shaped the County into what it is today and have protected and molded it into a place that many people find desirable. It is a special place, worthy of protection against unbridled buildout and wasteful land consumption. It has a carrying capacity like any other place, but pressures up against that capacity are felt more acutely than large urban centers.

With limited space for new housing, an influx of new residents working remote jobs, an increase in short term rental properties, and increased demand for a larger workforce to accommodate increasing tourist pressures, the supply of housing is diminishing and becoming more expensive. This is particularly evident with the fluctuations in population from tourist seasons, when infrastructure is strained, lodging is maxed out, and the desirability that brings people here to visit or live is stressed to the limit. In recent years, the collision of intensive over-use and catastrophic wildfires have resulted in complete system failures, where the relationship between the County and the Park ceases to function. Against this backdrop, this project frames strategic initiatives that fit the context of Mariposa County and help rebalance its relationship with Yosemite National Park, for the betterment of those that live here, and the enjoyment of those that visit.

The project examines the key nexus between workforce housing development and an active transportation network, through operational strategies, policy recommendations, and physical site plans. The active transportation objectives hinge on meeting the daily workforce needs of National Park Service (NPS) employees that commute to YNP from other parts of Mariposa County. By addressing the needs of these county residents, beneficial effects will also extend to visitors and tourists that also rely on county infrastructure. Paired with this are new models of workforce housing that create community places, increase affordability and supply of housing, and foster healthy lifestyles for a more livable Mariposa County.

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DEFINING THE GATEWAY COMMUNITY

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Several counties in proximity to Yosemite National Park, from Mariposa County into Merced, Tuolumne, Madera, and Mono Counties, all share the benefits and face broader externalities related to housing and mobility challenges within the context of this global destination. Mariposa County has "gateway communities" that serve as access points for three of Yosemite National Park's five entrance stations and the County hosts the Park's only year-round entrance, the Arch Rock Gate located on SR-140.

The opportunities and challenges faced by gateway communities oftentimes depend upon the unique circumstances and relationships between the destination and the community. One gateway community is never the same as another, but there are nonetheless similar thematic narratives around the quality of life in these towns that set them apart from other rural communties.

This project sets forth a methodology for working in gateway communities that is transferrable and replicable to other national parks and destinations that depend on tourism as a primary economic driver, with life usually centered around a natural resource that employs a large workforce and relies on livable community characteristics to support that workforce. As well, gateway communities are often in remote locations, and grapple with severe weather events and natural hazards, which restrict (and protect) levels of development and investment to some degree.

Tipping points for gateway communities in recent years have become more apparent, with narrow margins that enable a happy and productive workforce on the one side (and therefore well-managed and repeatedly sought-after destination) or dismantle the supportive services industry from within (leading to bad experiences and a degraded resource).

Mariposa's situation is easily grasped by attempting to enter Yosemite on a busy summer day, or reviewing the local real estate listings. Below we discuss the context of Mariposa County as it relates to these thresholds, as a means of framing the situation and understanding the unique planning context of gateway communities.

AFFORDABILITY

This project will address housing and transportation affordability challenges for all County residents. Mariposa County has 10,411 housing units: 74% single-family houses, 7% multi-unit structures, 18% mobile homes, and the remaining housing units classified as "other." Only 1.7% of the housing inventory was built since 2010, while 7.2% of the houses were first built in 1939 or earlier. Approximately 2,810 housing units were vacant, and 7,600 occupied. Of the

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occupied housing units, the percentage of these houses occupied by owners (also known as the homeownership rate) was 68% while renters occupied 32% (US Census; American Community Survey, 2019). Recent increases in vacation rentals have further squeezed the available rental housing market.

Housing in Mariposa County is also deficient in both quantity and quality, and is dispersed throughout the county in rural areas unconnected to transportation. The County's most recent housing element shows that Mariposa, like many counties, is not producing sufficient housing to meet its needs or state mandates.

PROTECTING ASSETS

Yosemite National Park is a major driver of the regional economy, and the Park and its concessionaire are the county's largest employers. Housing availability and proximity are major issues for the Park and for the County. **Lack of quality housing coupled with long commute times, negatively affects the Park's ability to attract and retain employees.** The Yosemite workforce fluctuates seasonally; it consists of 800 National Park Service (NPS) employees in summer (400 winter) and 1,600 Hospitality employees in summer (800 winter). Additional Yosemite workforce employees come from Park partners such as the Yosemite Conservancy, NatureBridge, and others. **In-park housing is available for only a fraction of the workforce;** the majority of the remainder reside in Mariposa County gateway communities. This represents a significant proportion of the county's 17,800 residents.

TOURISM/DESTINATION DEPENDENT ECONOMY (VULNERABLE TO CHANGE)

Over 90% of visitors, averaging 3,156 through Mariposa daily, arrive by private vehicles and only 6% arrive by transit; 17 tour buses per day travel through Mariposa. Yosemite Gate estimates that **annual travel to the park increased by approximately 1 million visitors from 2015 to 2016 and has remained above 4 million since 2017.** Annual car counts at the SR-140 Arch Rock entrance for 2019 averaged 44,982/month, and 404,838 cars total through October 2020, already exceeding totals for 2018 and exceeding totals seen in October 2016. Amenities (restrooms and staging for any mode shift) are extremely limited. Yosemite Area Transit Service (YARTS) currently makes six runs between Merced/Mariposa/Yosemite in the winter and eight runs in the summer on a daily basis. **Only 6% percent of visitors use YARTS, while 92 percent of visitors travel by car, contributing to idling vehicles, notorious congestion at the SR-140 entrance, and diminished resident and visitor morale.** Interestingly, 84% of Yosemite visitors highly rate availability and utility of the shuttle loop service provided by the Park Service. Approximately 92% of visitors obtain information several weeks or months prior to visiting the County, and 69% of visitors stayed overnight outside the park prior to a visit. Mariposa is among the top three Foothill communities for overnight stays. These data collectively imply that a mode shift to shuttle service or other group transportation will be effective within Mariposa for a significant percentage of both visitors and workforce commuters if transit service, parking and staging are provided as part of an integrated transportation solution.

"ZOOM TOWNS"

Like many rural destintations Mariposa County found itself innundated with newly-remote employees during the pandemic. Second-home owners became permanent residents, in some cases overwhelming infrastructure and resources, but at the same time bringing a boost to many local businesses. While the community is adept at handling large fluctations of

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tourists during the summer months, the consistent and unrelenting additional expectations increasingly impact hospitality and service industry workers in particular.

Burnout occurs without a shoulder season break, and overworked employees miss out on even the typical weekday lulls. As well, many businesses struggle to find enough workers to fill shifts, and tourists expecting to find restaurants and shops humming along instead find variable schedules or closures.

CLIMATE CHANGE: WUI INTERFACE / INFRASTRUCTURAL FRINGE / SEEING MAJOR GROWTH TODAY

Like many other gateway communities, the historical fire regime in areas around Mariposa County have been significantly altered by human and climate change projections, including increasing temperatures, declining snowpack, and more frequent drought conditions, which will exacerbate imbalances in the natural fire environment and lead to more aggressive and difficult to control wildfires. Drought-induced insect outbreaks and tree mortality are already contributing to the change in wildfire risk. Mariposa County recently prepared a Community Wildfire Protection Plan which identified important takeaways that affect planning in wildfire areas. The Wildfire Risk Assessment identified a number of WUI communities in Mariposa County that are in very-high-risk areas. Recommendations include a streamlined development review process for fire mitigation across County departments; assessment programs to expand parcel-level mitigation to reduce structural ignitability; and promoting the use of prescribed fires as a tool for landscape resilience and forest health. Ensuring that future growth in the gateway communities is carefully planned and designed with safe egress and landscape decisions will be important.

LOW-DENSITY DEVELOPMENT

The low density land use patterns of existing county housing present challenges for participation in transit; current transportation options do not meet the needs of residents desiring to connect to public transportation for their daily work commutes into the Park. Newly completed workforce and other housing must be interconnected with multi-modal transportation facilities (shuttle, bus, ride share contemplated in the Transportation Center Feasibility Study Phases I and II (FY 2014-15 and FY2017-18, respectively) and should also take advantage of the developing Mariposa Creek Parkway for active transportation connections.

Mariposa County residents on the whole spend an average of 35 minutes on their commute to work, compared to a national average of 25 minutes and a 26 minute average for surrounding communities (Alpine, Amador, Calaveras, Inyo, Mariposa, Mono, Tuolumne Counties). In addition, **roughly eight percent of County residents "super commute", spending 90 minutes or more on their daily commute to work.** Employees in the town of Mariposa have longer commute times on average (36.5 minutes), and one in five (21%) have "super commutes". Meanwhile, Park visitation has reached all-time highs in the past three years, keeping traffic congestion and frustration for commuters and park visitors at all-time highs.

In the interest of ameliorating these rising tensions, this project takes on the following assumptions.

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PROJECT ASSUMPTIONS

THIS INITIATIVE WILL:

*Work with the community to **develop sustainable housing and mobility strategies** and identify catalytic implementation opportunities.*

*Locate favorable development sites to build housing and assess mobility improvements that **enhance quality of life** for Mariposa County residents.*

Address housing affordability challenges for all County residents. *The County recognizes that there is an opportunity to create additional capacity for NPS employees in need of housing as well. **Ideally this will help ameliorate pressures in Yosemite Valley** and increase employee retention and hiring incentives.*

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Address mobility challenges for all County residents and visitors. *This project recognizes that even with additional housing, it's still hard to get around Mariposa County, particularly for those trying to get to Yosemite. Recommended **mobility strategies will support more flexible means of travel** and complement the additional capacity created by new housing.*

*Develop strategies that **limit negative impacts to the environment** via responsible site planning and reduced VMT and GHG emissions.*

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PLANNING CONTEXT

The following planning document summaries provide important background information and planning context for the existing housing and transportation conditions in Mariposa County. Prepared by the NPS and the County over the past 40 years, these documents illustrate the progression of needs and recommendations that have led to the Integrated Mobility and Housing Study.

YOSEMITE GENERAL MANAGEMENT PLAN (GMP) 1980

Ahead of the Yosemite National Park centennial in 1990, the 1980 GMP identified a bold vision by the NPS to remove all automobiles and redirect development to the periphery of the Park and beyond in order to preserve the Park's natural resources. Five main goals were identified in the plan: **reclaim priceless natural beauty, markedly reduce traffic congestion, allow natural processes to prevail, reduce crowding, and promote visitor understanding and enjoyment.** The plan maps the structures in each of the key areas of the Park, and identifies which structures to remove or relocate to the Park periphery. While many of the recommended relocations did not take place, this document illustrates that many of the congestion issues experienced today were already a problem at the time of the plan.

YOSEMITE VALLEY PLAN 2000

In 2000, the NPS published the Yosemite Valley Plan as a next step in developing alternative plans with environmental review to address the goals outlined in the 1980 GMP. In this document, the alternatives provide 'comprehensive proposals that would seek to restore degraded areas and to reduce development within the Merced River ecosystem and other highly valued natural and cultural resource environments. Orientation and interpretive services would be enhanced to improve the quality of the visitor experience in Yosemite Valley. The alternatives also seek to reduce automobile congestion. Some housing, administrative operations, and other functions would be removed from the Valley. A traveler information and traffic management system is proposed, and parking options both within and outside Yosemite Valley are analyzed.' Relevant information regarding transportation plans and employee housing recommendations include: restricted parking and reliance on in-Valley and out-of-Valley shuttles, various approaches to removing employee housing from the Valley and distributing those primarily to El Portal and other peripheral locations.

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YOSEMITE HOUSING NEEDS ASSESSMENT (HNA) 2011

In November 2011, the NPS assessed the overall housing needs of Yosemite National Park to help Park staff determine its need for NPS employee housing. The analysis methods used NPS's HNA web application and compared that analysis to the park superintendent certified numbers. After review, the following housing need was certified by NPS Directorate:

- 220 housing units for paid permanent staff members
- 319 bedrooms for seasonal staff members:
  - » 318 bedrooms for paid seasonal staff members
  - » 1 bedroom for an unpaid staff member.

The numbers above include a need (above the existing park housing inventory) for:

- 18 additional permanent units

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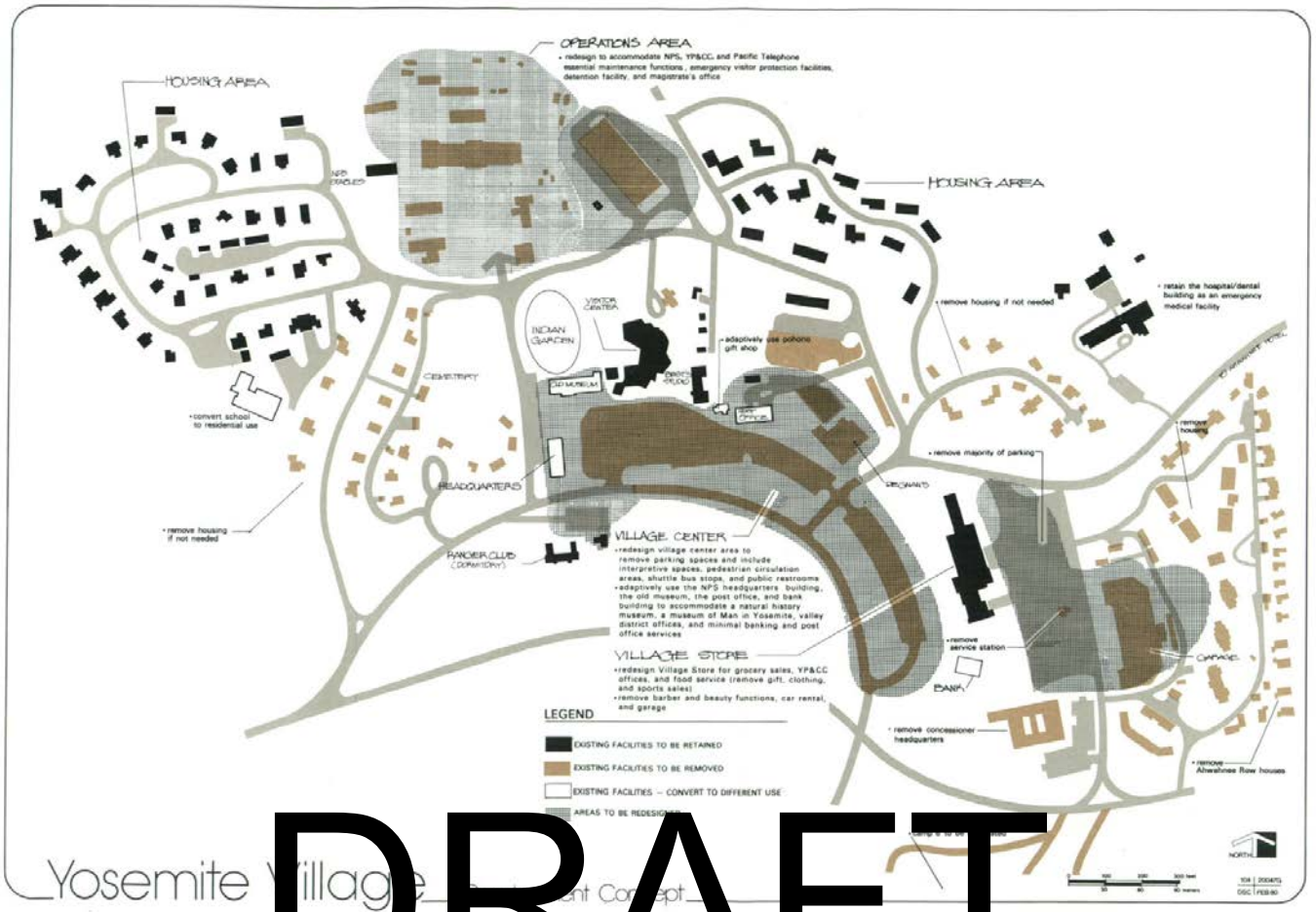

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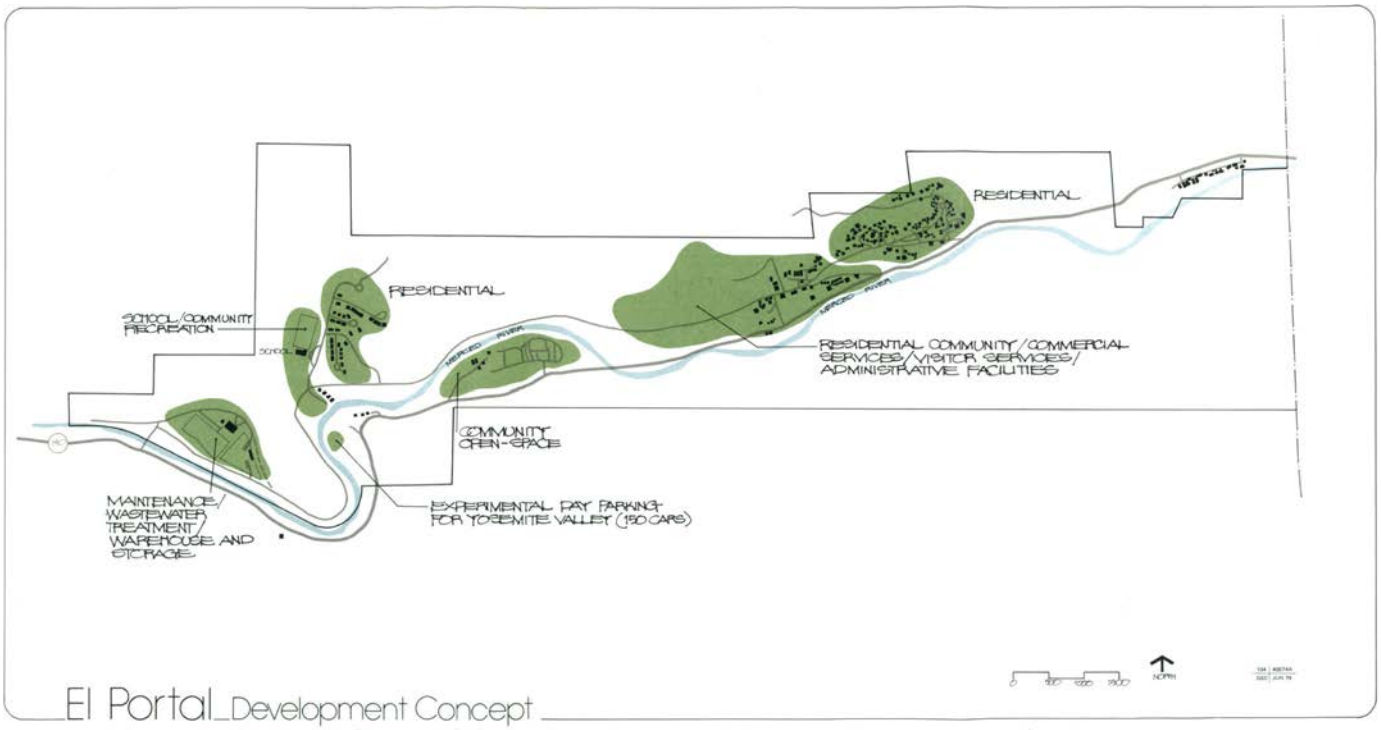

▲ **DEVELOPMENT CONCEPTS FROM THE 1980 GMP:** *Crowding and housing shortages are not new concerns to the National Park Service. Numerous studies over the years have sought to ameliorate these persistent issues. Our work builds upon these foundational documents.*

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- 21 additional seasonal bedrooms.

The HNA included a Local Market Analysis (LMA) of private housing nearby the Park to determine whether the local real estate markets could support the park's staffing needs for NPS employees, using the following parameters:

- Travel time not to exceed 60 minutes from home to assigned workplace;
- Affordability of monthly rent for NPS employees on public salaries or wage grades; and
- Viability as legally established dwellings (disqualifying sub-standard housing, non-permitted subdivisions of houses, garage conversions, etc.).

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During the LMA, very few housing units were found available within a 60-minute commute of the park. **Yosemite's location presents an extremely difficult and complex housing environment.** The park is surrounded by national forest, and the two-lane mountain roads leading to the park are often reduced to single-lane, one-way traffic due to construction, repair, or weather conditions. The park attracts approximately four million visitors annually, which require a large park staff. These visitors also bring with them a constant flow of vehicular traffic. All these factors contribute to extremely limited available housing in the communities within reach of the park.

YOSEMITE HOUSING MANAGEMENT PLAN 2012

The NPS prepared a Housing Management Plan (HMP) in 2012 to "provide only the number of housing units within the Park necessary to support the NPS mission."

In December 2011, Yosemite's NPS workforce included 1,100 persons, including 558 permanent employees and 542 seasonal employees. 87 unpaid staff such as volunteers, interns, SCAs and VIPs worked at the park. The park staff typically doubles in peak season (May to September). However, Yosemite provides a combination of 367 dwelling units, trailer pads and tent cabins for use by NPS employees, and this is insufficient to meet the needs described by the park's Housing Management Plan.

The balance of park housing is reserved for an influx of seasonal employees and NPS volunteers, who are typically housed one or two persons per bedroom. The Housing Management Plan indicates that 318 bedrooms are available in houses, dormitories and apartments reserved for seasonal employees. Less than 20% of the park's permanent employees live in the park. At peak season, about 48% of the NPS workforce, including volunteers and seasonal employees live in park housing. Also, during peak season (and peak staffing) 52% of the park's workforce lives outside the park and commute to work each day. Without volunteers and seasonal employees, **the proportion of permanent, year-round park employees who reside outside the park and commute to work is approximately 70%.**

YOSEMITE MERCED RIVER PLAN (MRP) 2014

Adopted in April 2014, the Merced River Wild and Scenic River Final Comprehensive Management Plan (Merced River Plan or MRP) is the guiding document used by the NPS for policy direction related to employee housing. In addition to existing housing needs, the YNP Merced River Plan requires that a significant number of in-park workforce housing units be removed and shifted to gateway communities where safe and sanitary living conditions can be guaranteed.

NPS staff occupies 221 units, equivalent to 405

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bedrooms (0.54 units per bedroom or 1.8 bedrooms per unit) in the Merced River corridor, while 1,269 beds are currently required for concessioner employees in various forms of housing. Based on the 2014 MRP, the National Park Service is proposing a seasonal employee housing shortfall for concessioner employees of approximately 130 beds, equivalent to 70 units. The County continues to coordinate with the National Park Service to determine the number of housing units needed within the County to accommodate NPS and concessioner population.

Seasonal jobs in the tourism industry are primarily minimum-wage service jobs. Collaborative planning by the Park Service and the County as well as independent action by the County is necessary to ensure affordable workforce housing is available. Such housing should be supported by infrastructure, be energy efficient, in good condition, and have easy access to community services such as retail, government, transportation and medical, and financial services.

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In order to fulfill concessioner employee housing needs the MRP assumes a concessioner housing requirement of 1,124 beds, when adjusted for an increased commuter rate. The MRP would attain this goal by reducing the overall number of concessioner employee beds in Yosemite Valley from 1,151 to 862, relocating 160 beds/units in El Portal and retaining 118 beds/units in Wawona.

MARIPOSA COUNTY REGIONAL TRANSPORTATION PLAN (RTP) 2017-2042

The 2017 RTP reflects the latest transportation project funding and planning assumptions, updates regional issues and policies, and updates performance measures for tracking plan progress.
Population growth over the period of the plan is expected to be moderate, due to expected employment and demographic trends including an aging population; however, increasing tourism traffic, especially to Yosemite National Park, may add increasing demands on the roadway system. Emerging transportation technologies may change the way people travel in the long-term, but the automobile and the roadway system are expected to continue to be the dominant mode of transportation. Opportunities exist to improve roadway performance in several deficient locations, and stresses on the roadway system induced by climate change may add demands for investment in the roadway network in coming years.

Key issues identified in the RTP include:

- Delays on state highways and local roads
- Lack of ample parking within Mariposa activity centers and communities
- Lack of bicycle and pedestrian paths, trails, and other facilities
- Public desire for increased transit connections and more frequent service
- Lack of private tour companies domiciled in Mariposa County
- Lack of staging areas in Yosemite National Park
- Lack of gateway and wayfinding signage

MARIPOSA COUNTY COMPREHENSIVE HOUSING PROGRAM IMPLEMENTATION STUDY (CHPIS) 2018

The 2018 CHPIS evaluated Mariposa County's housing market conditions, conducted community and stakeholder engagement, and produced a recommended action plan for the County to execute. A housing issues survey for the project received over 300 responses, a Citizens Housing Programs

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Advisory Committee of community stakeholders was established, and an open dialogue on community housing issues was recorded. Yosemite National Park staff played an integral role in these conversations.

A principal recommendation of the Strategy is that **new housing will be located within the Town of Mariposa to meet workforce needs and the needs of special populations, where infrastructure and services are more readily available.** The following section is directly from the 2018 Comprehensive Housing Programs Implementation study:

Action Step 8: BUILD PARTNERSHIPS TO ADDRESS HOUSING NEEDS OF SEASONAL WORKERS
Consistent with Mariposa Housing Element Objectives 2.7, 3.5, 4.4, and 5.13

Workforce housing for employees is best addressed in partnership with public and private employers. Housing units may include single family homes, apartments, duplexes and dormitories, and recreational vehicles in extended stay developed campgrounds to meet the needs of a wide range of occupants. The County will work with employers by considering higher density developments in some circumstances, which may require amendments to the Zoning Ordinance. Continued collaboration with employers is needed to identify not only the employers' needs, but tenant-employee needs as well. Communication and collaboration between employers and County representatives regarding strategies for addressing workforce housing needs and facilitating solutions must be an on-going effort.

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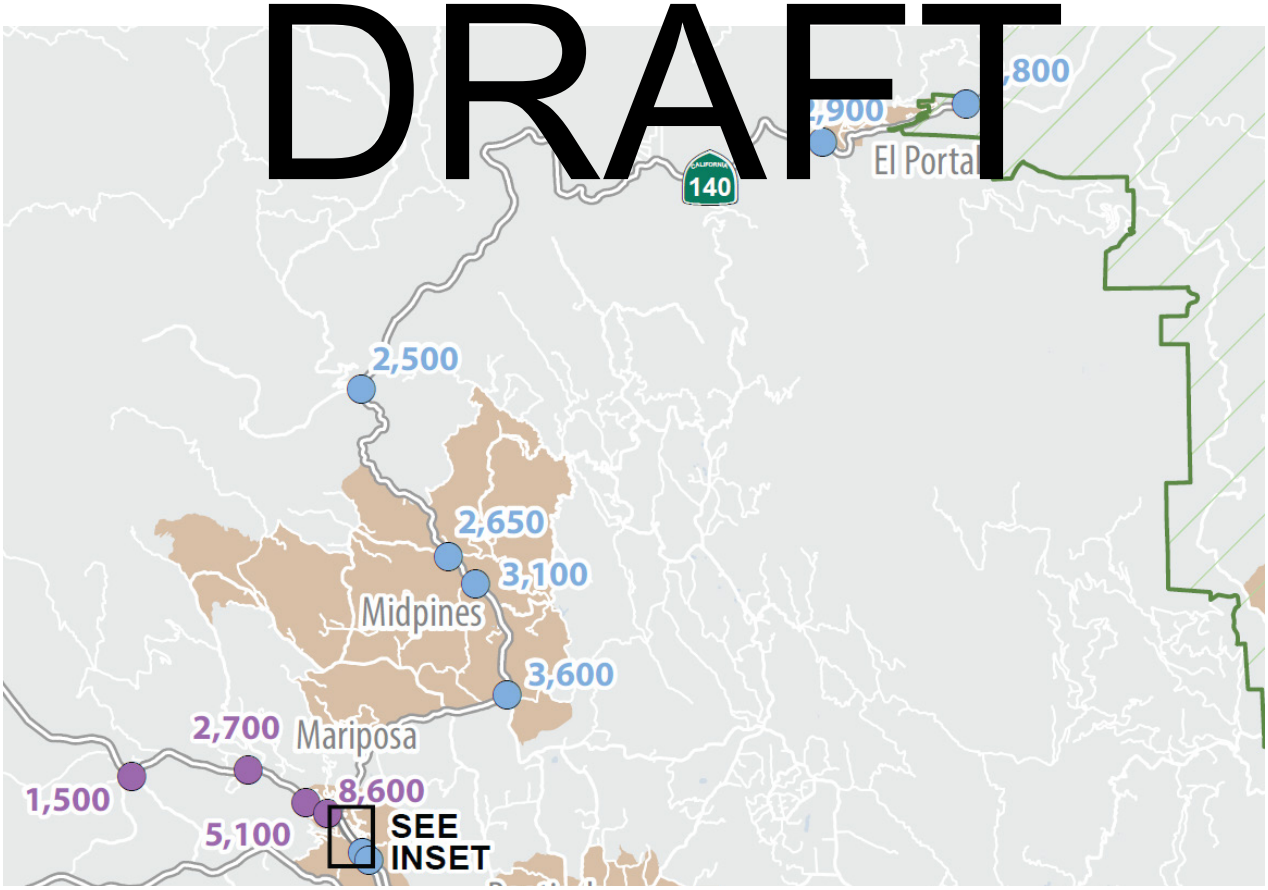

▲ **MARIPOSA COUNTY REGIONAL TRANSPORTATION PLAN (RTP) 2017:** *Average daily traffic volumes as of 2017 on Route 140 from Mariposa to the Arch Rock Gate of Yosemite National park; The plan predicted that these figures will double by 2040. This emphasizes the need for new mobility strategies along this vital corridor.*

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- 8.1 Convene regular working groups of County staff, National Park Service staff and representatives of the hospitality industry to estimate the annual demand for workforce housing. Seek options for securing adequate housing to accommodate expected demand.
- 8.2 Establish a subcommittee of the Housing Program
- 8.3 Consider defined stay limit for recreational vehicles to coincide with employee needs.
- 8.4 Identify potential sites and zoning to support development of workforce housing.

The 2018 CHPIS also identified the following issues contributing to housing development constraints:

- Lack of sufficient infrastructure to support new residential development;
- Land use and zoning updates have not kept pace with changes in State housing law;
- High construction costs resulting from limited access to skilled subcontractors as well as State requirements for environmental sustainability and fire protection;
- Incomes growing at a slower pace than construction costs; and
- Lack of multifamily development capacity.

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MARIPOSA COUNTY HOUSING NEEDS ASSESSMENT 2019

Mariposa County's 2019 Housing Needs Assessment identified affordable housing as the number one community need with over 83% of respondents rating affordable housing as "important" or a "very important need in the community." The study noted that 33.5% of owners and 38.5% or renters are housing burdened in Mariposa County illustrating the need to rapidly develop the strategies outlined in the 6th Cycle Housing Element and Comprehensive Housing Programs Implementation study.

MARIPOSA COUNTY HOUSING ELEMENT 2019-2024

Several recent documents have spurred the County to a more proactive approach to the development of community housing in Mariposa. One of these is the obligatory and highly informative Housing Element to the County's General Plan that is updated every five years. This document summarizes current housing conditions, establishes the five-year Regional Housing Needs Allocation (RHNA) and assesses the County's potential developable sites to achieve those needs. Past Housing Elements in the County showed very little progress in the development of low income or workforce housing. Much of the development burden for such projects was placed on private developers and many private developers could not make a project feasible due to lack of infrastructure and high cost of construction. Mariposa County's 2019-2024 6th cycle Housing Element to the General Plan took a tack from previous housing elements and identified an approach to provide 195 housing units. The 6th cycle Housing Element also included mention of several groundbreaking new housing actions within the County: The Creekside Terrace Project (first new affordable housing constructed in 27 years), the preservation and rehabilitation of the Mariposa Oaks (an affordable apartment complex that was reaching the end of its affordability covenant and was resyndicated with a USDA loan), and the establishment of an Emergency Homeless Shelter.

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PROJECT APPROACH

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EXPLORATION AND ENGAGEMENT

The study follows two parallel investigative tracks to outline a pragmatic, community-supported mobility and housing strategy. By combining geospatial analysis with the guidance and direction targeted stakeholders, the planning process identified recommendations that satisfy a range of priorities and perspectives.

Through site visits in June and August 2021, the analysis of GIS data layers, and the weighing of external factors such as site control and concurrent planning efforts, the process identified five primary development sites to explore in detail, along with a secondary list acknowledged for their potential but set aside for future study. The assessment for each site is included in **Chapter 3**, and in the coming months, specific site development plans will be detailed in **Chapter 4.**

At the same time, extensive public engagement has been conducted with county residents, NPS Employees and concessionaire staff, through in-person events and a virtual survey. The survey received 200 respondents over the course of six weeks this past summer, reaching a definitive cross-section of Mariposans. Input was received from first-time seasonal employees and veteran career NPS staff. More details on the engagement results are summarized in **Chapter 2**.

Most importantly, this diverse audience was able to provide context for the thematic drivers of this project, and the feedback received will be used to improve and expand the knowledge of the project team and the intended outcomes of the development proposals.

By knowing the thoughts of county constituents, the project can move forward deliberately with ideas that will find purchase with those it may impact the most.

Throughout, the study was guided by a steering committee of retired NPS employees and current Mariposa County residents, current park leadership, and the Yosemite Conservancy. The project team met with the steering committee on multiple occasions, to glean their insights and share project progress. Yosemite Park leadership were instrumental in providing an inside perspective on the housing situation in the Park. The project team was also able to meet with representatives from the NPS Washington DC Housing Delegation, who oversee each of the National Parks and assess housing supply and condition. This broader agency-wide perspective provided insights from case studies throughout the National Park system, including Acadia and Grand Teton.

This phase revealed two important project directives:

- First, with regard to housing, **the study's emphasis should be on providing additional accommodations for NPS employees,** not concessionaire employees. The Park depends on concessionaire staff for visitor services, but the seasonal nature of most of these employees and the limited timeframe of the concessionaire contract makes it difficult to plan for these constituents.
- Second, with regard to mobility, **the study's emphasis should be on providing additional transportation options for residents (and perhaps visitors), without attempting to reform the ongoing operations of YARTS.** This would be considered to be an additional and standalone project in itself.

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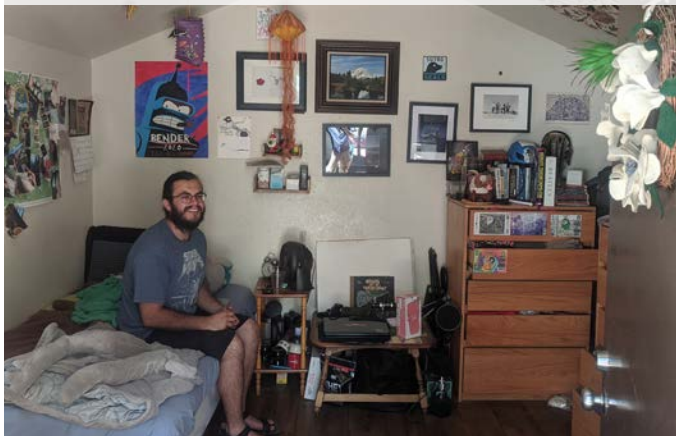
A typical concessioner WOB, or "cabin without bath".



Example of an existing NPS staff housing typology.

Community Coffee Event in Yosemite Village.

Exploring site M14 along Mariposa Creek.

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Existing access road and annual grasses on site M17.

Investigating site MP1, the abandoned John Muir Lodge.

▲ **EXPLORING SITES AND ENGAGING WITH COUNTY RESIDENTS:** *In addition to GIS data layers and quantitative parcel information, the team's research was supplemented by conversations with Park employees and site visits around Mariposa County. This gave the study a well-grounded basis of understanding to move toward site evaluation and identify priority strategies.*

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DEVELOPMENT SITES — LONG LIST

The project team was provided with a list of 30 potential development sites within Mariposa County. Additional sites were pre-emptively removed due to concurrent planning efforts and National Park Service requirements.

The majority of the sites are found in the Town of Mariposa, where infrastructure and utilities are readily available compared to more remote areas of the County. In addition, as the county seat, Mariposa has a level of development that is concentrated around a historic and walkable downtown core that creates a sense of identity. Services are also conveniently located in town, with the regional grocery store acting as a primary community hub. In addition, the elementary, middle, and high schools are located in town, along with the library, courthouse, sheriff's department, post office, and a lively restaurant/dining and nightlife scene.

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Outlying areas in consideration included Coulterville, a small hamlet with potential for development, but a lack of significant infrastructure and services. Coulterville is also over an hour and a half drive to Yosemite Valley. Buck Meadows sits at the north end of the County on Highway 120, a major arrival route to teh Big Oak Flat entrance gate. A single site was considered in Buck Meadows for its potential to act as a hub for employees that are assigned to the Mather and Tuolumne Districts (ie. not Yosemite Valley) of the north side of the park. One site was also proposed in Yosemite West, a cluster of vacation homes that sit just outside the park boundary, primarily for its proximity to the Valley. Lastly, three sites have been reviewed in Midpines, a small community on Highway 140 northeast of Mariposa. These three sites have access to some services, but face additional development burden with regard to utility infrastructure.

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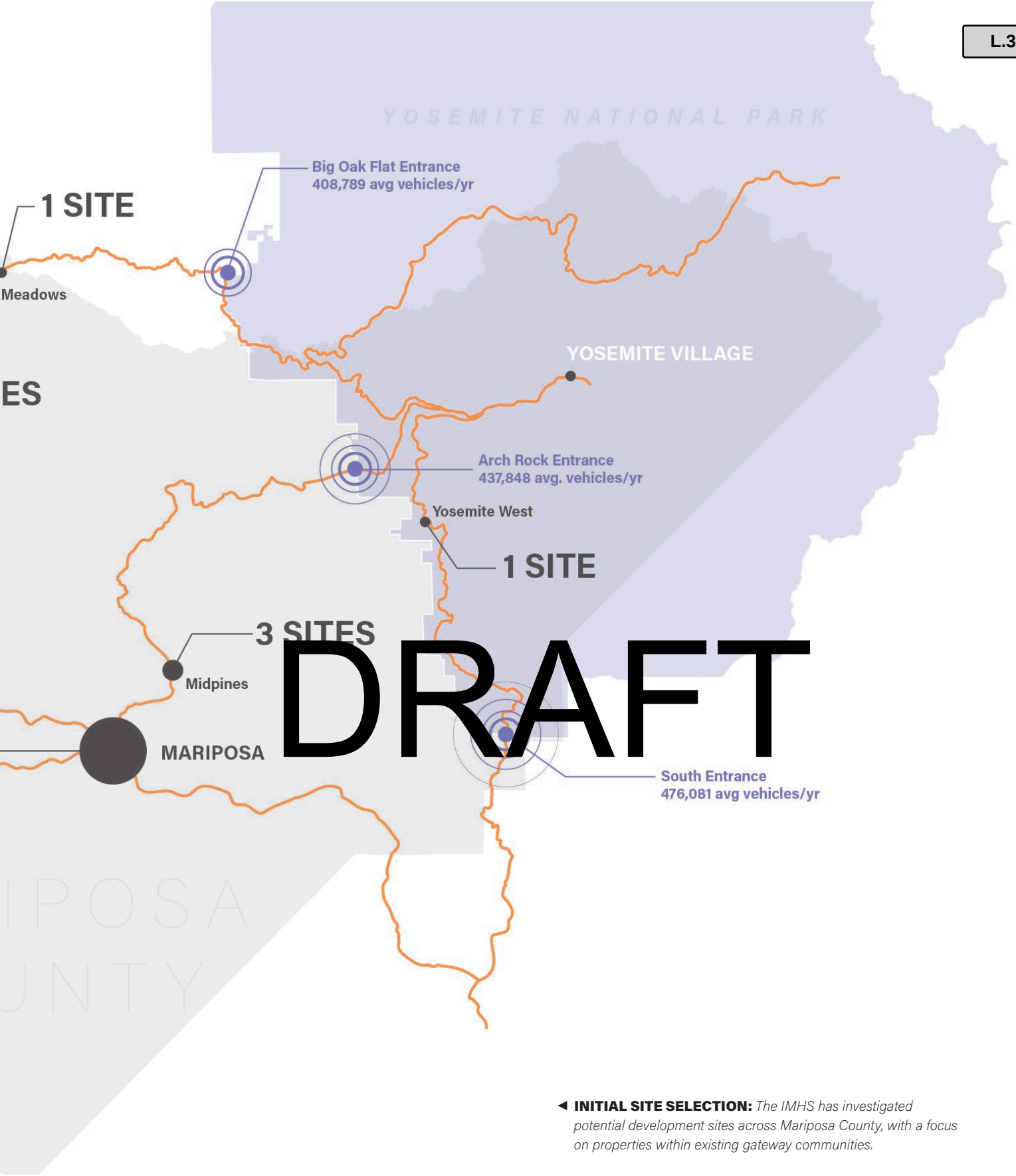

◄ **INITIAL SITE SELECTION:** *The IMHS has investigated potential development sites across Mariposa County, with a focus on properties within existing gateway communities.*

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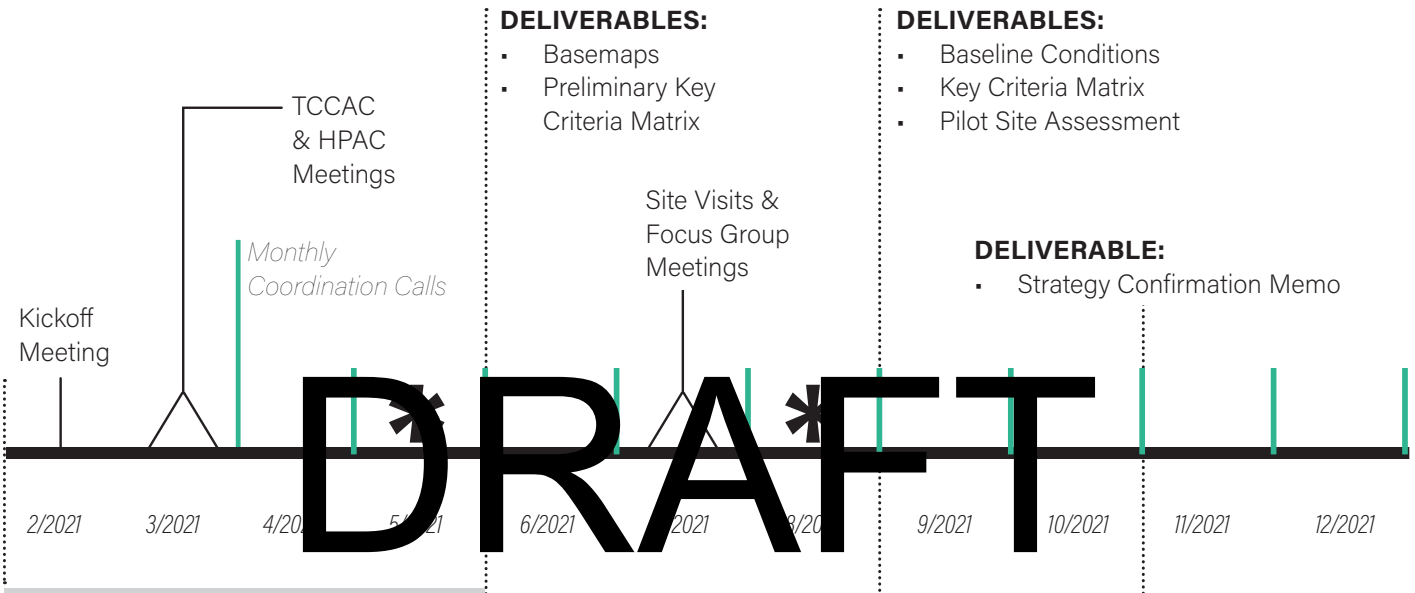
COURSE OF ACTION

Early phases of the project included the analysis of existing conditions and site evaluation. Community engagement was timed to correspond with the height of the summer season. Detailed housing site designs and proposals, and strategic mobility initiatives, will be investigated in the second half of the project timeline.



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Project Launch, Outreach Strategy, Basemaps, Preliminary Evaluation Criteria.

Understanding the planning context, visiting sites, collecting community perspectives.

Preliminary vision for potential priority projects.

* Technical Advisory Team (**TAT**) Presentation
These meetings maintain open communication between the project team and the TAT, present findings from various tasks, and allow the project team to seek input and confirm the satisfactory completion of tasks.

EVALUATE PHASE.
Time is set aside to assess what has been learned, brainstorm new ideas, and ensure the project is moving in the right direction.

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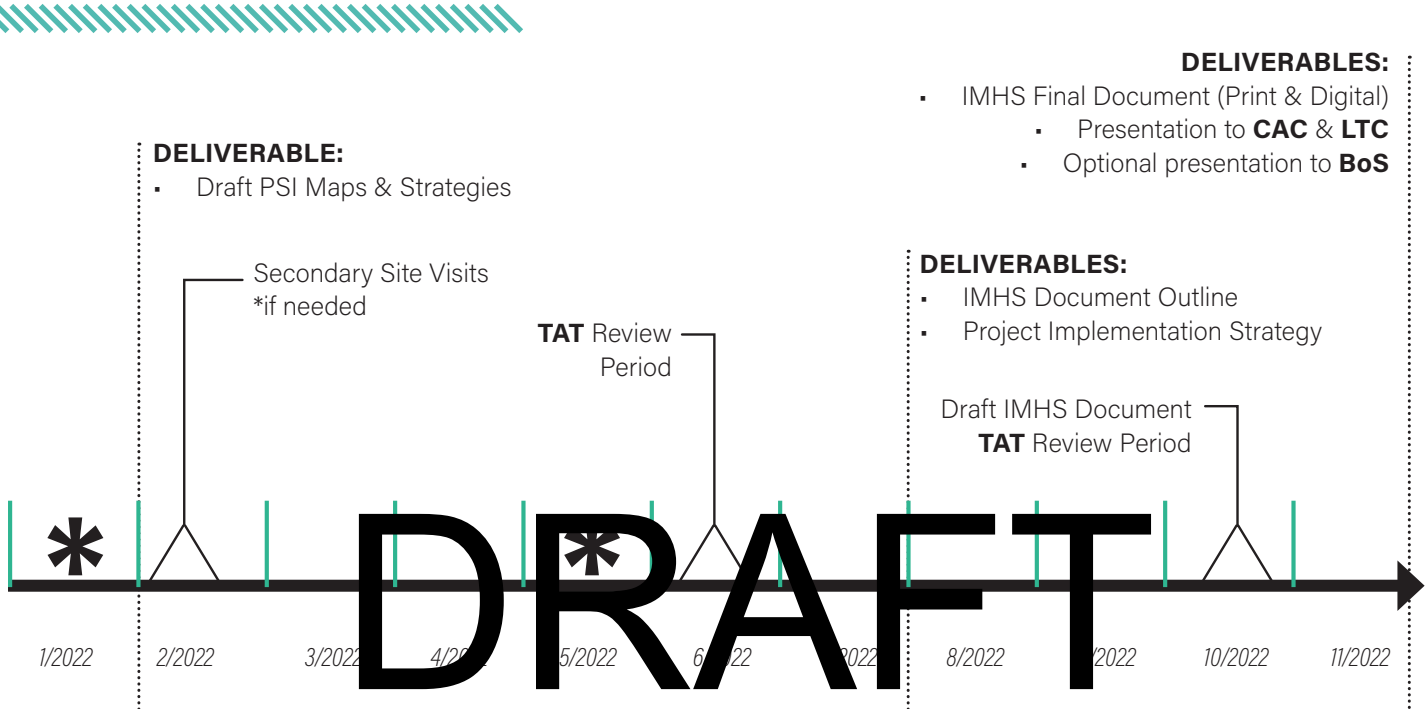

EXPRESS

Detailed development of priority sites, creation of an implementation strategy.

EXECUTE

Final document creation, adoption, presentation, and positioning for grants.

GRANT PERIOD ENDS JULY 1, 2023.

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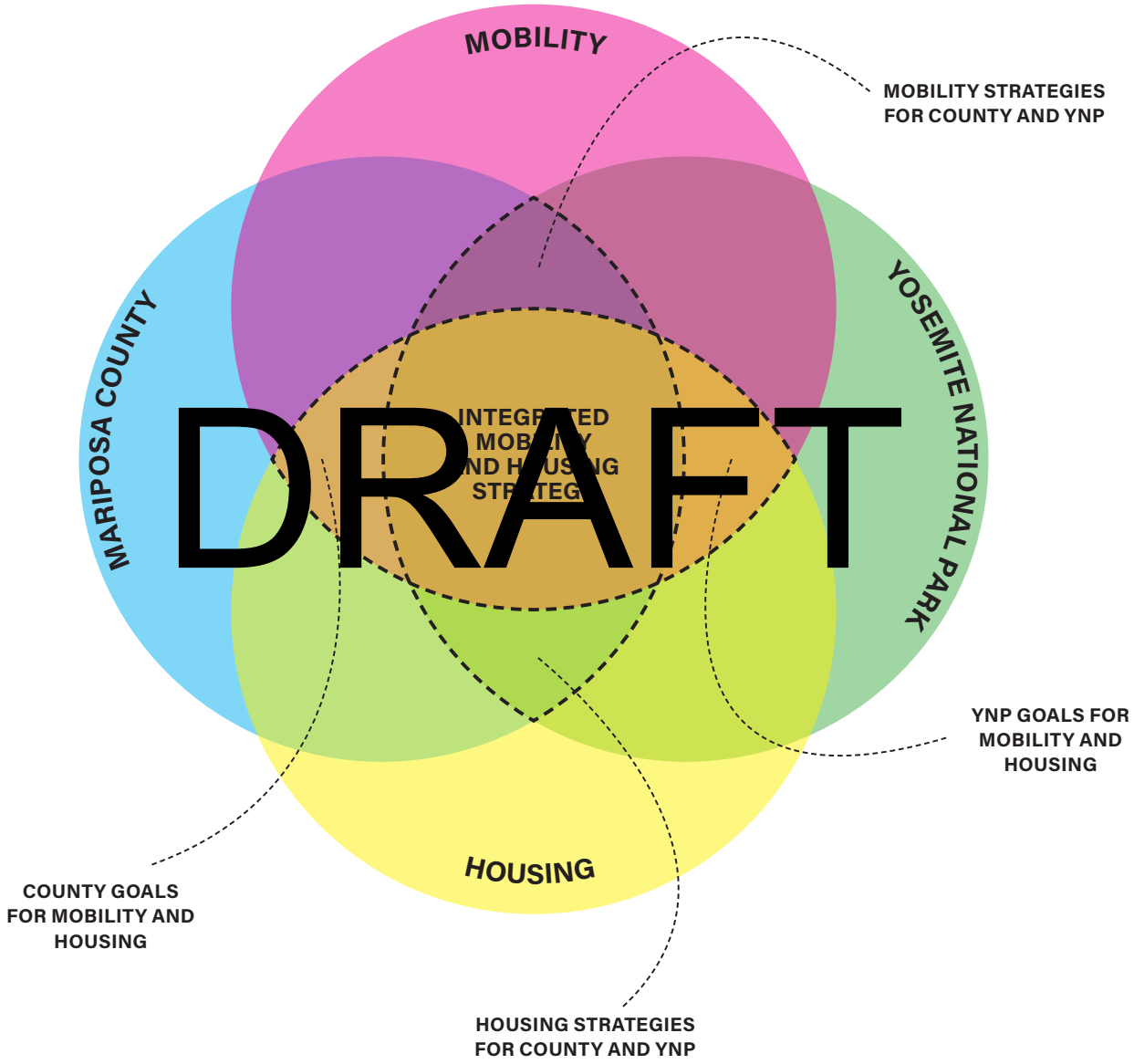
▼ **PROJECT APPROACH:** *The team's approach to defining the scope of the project set the stage for stakeholder engagement, guides strategy development, and recognizes the relationship of these integrated planning components.*



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METHODOLOGY AND ASSESSMENT

The project embraces the reciprocal relationship between Mariposa County and Yosemite National Park. It has examined this relationship through the integrated planning components of Mobility and Housing needs, to determine strategies for implementation that will make Mariposa more livable.

The goals of this approach are two-fold:

1. ***Help the County proactively confront underlying Equity and Quality of Life issues for its residents.***

2. ***Create opportunities for the Park Service to address key tenets of their mission as they relate to Visitor Experience and Resource Protection in Yosemite Valley.***

The result is a guiding document that works at the intersection of complementary planning considerations while acknowledging the charge of each of the primary project partners. By providing for the well-being of the workforce, Mariposa County becomes more resilient – better positioned to adapt to increasing pressures and accommodate new challenges. It also helps address the lack of attainable housing at all price points and for all living situations, one of, if not the single most significant limit to achieving the County's vision - a livable, vibrant rural community. Meanwhile, by ensuring an adequate workforce of capable and dedicated employees, Yosemite National Park remains a global destination, operationally sound and enjoyable to all.

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With this in mind, the project team has coordinated with the steering committee and county staff and reviewed feedback from the community engagement efforts to identify filters and evaluation criteria that most effectively determine a development score for each of the proposed development sites. This input was combined with a preliminary visual scoring on radar plot graphs. The final score matrix and evaluation criteria can be found in the Appendix.

Sites were first ranked within a Primary Screen of critical factors related to their development potential. The resulting shortlist was then run through a Secondary Screen that included less critical but still important factors. The resulting sites were confirmed with county staff and the steering committee for inclusion in this project (a tertiary screen was identified but not utilized). Sites that scored highly but below the threshold for inclusion are noted for their potential for future study. Further details about the scoring for each site can be found in **Chapter 3**.

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SUMMARY FINDINGS

The current annual cycle of the state of affairs in Mariposa County: a summer high season with more park employees and staff, more tourists, more traffic, more air pollution, more fires, and less accommodations, with (rapidly expanding) shoulder seasons that give way to quieter winters. These fluctuations have historically been both the cause and result of operational paradigms and geographic realities — tourists have been drawn to warmer and longer days of summer vacations, which requires more park staff and puts increased demand on housing and infrastructure. But pressures are such that these flows may soon reach a tipping point. New ideas about park reservations, more visitors willing to venture into backcountry areas, and increased climate-driven events like wildfires may soon begin to influence a rebalancing. Already recent summers have seen dips in August visitation due to fires that close roads or make air quality hazardous.

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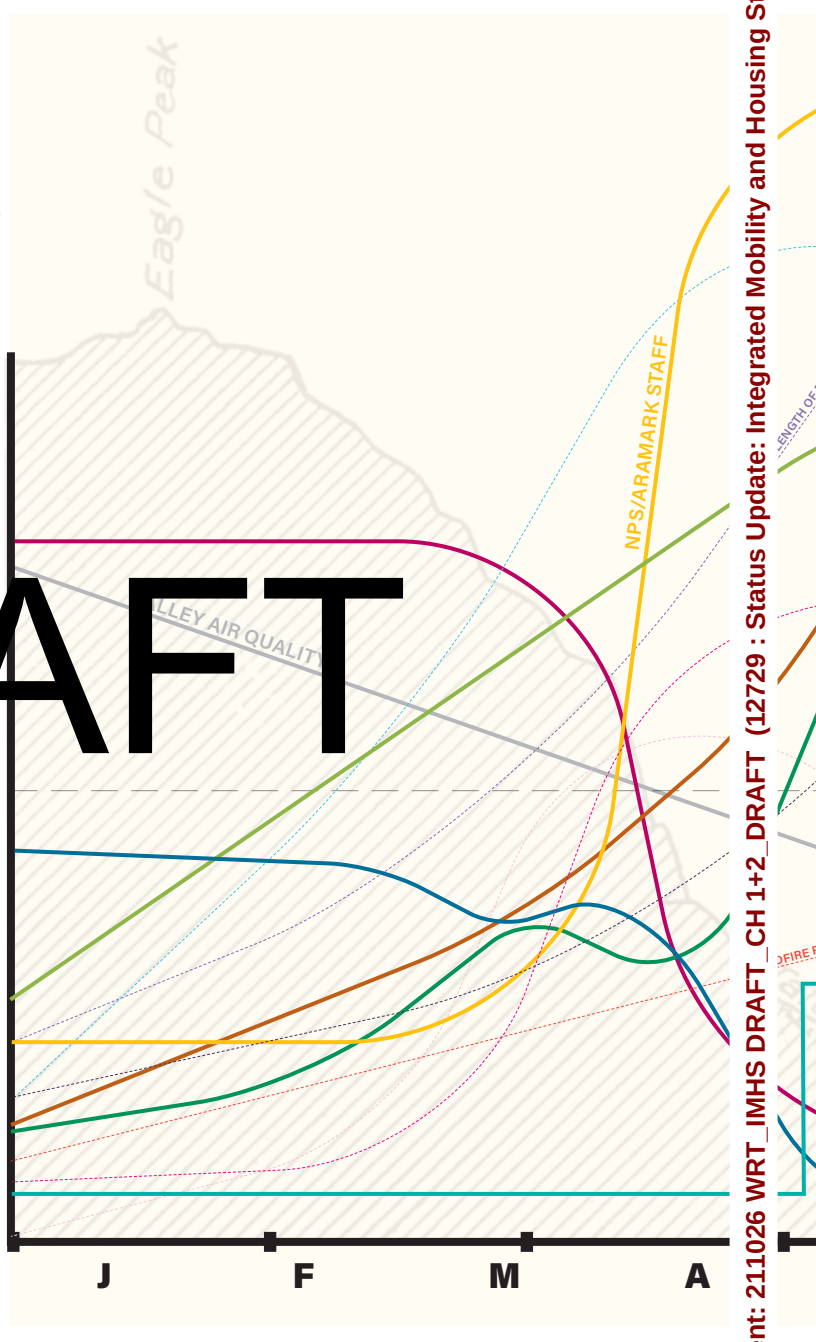

Without significant investments aligned with housing and mobility county-wide, capacities will remain stagnantly low and visitor experiences will suffer (or go elsewhere) as the Park Service struggles to recruit and retain qualified personnel, and the County continues to cope with the fallout of an overburdened resource and an out-of-sync economic engine. This fallout takes many forms — lack of affordability, deteriorating health and wellness, environmental degradation, displacement, and loss of community identity. The project team understand's the need for increased capacity in all forms in Mariposa County, and we see opportunities that begin to offer means of rebalancing these relationships.

The following six findings frame the project team's overall thinking around strategies to deploy and investigate in further detail in the coming months.

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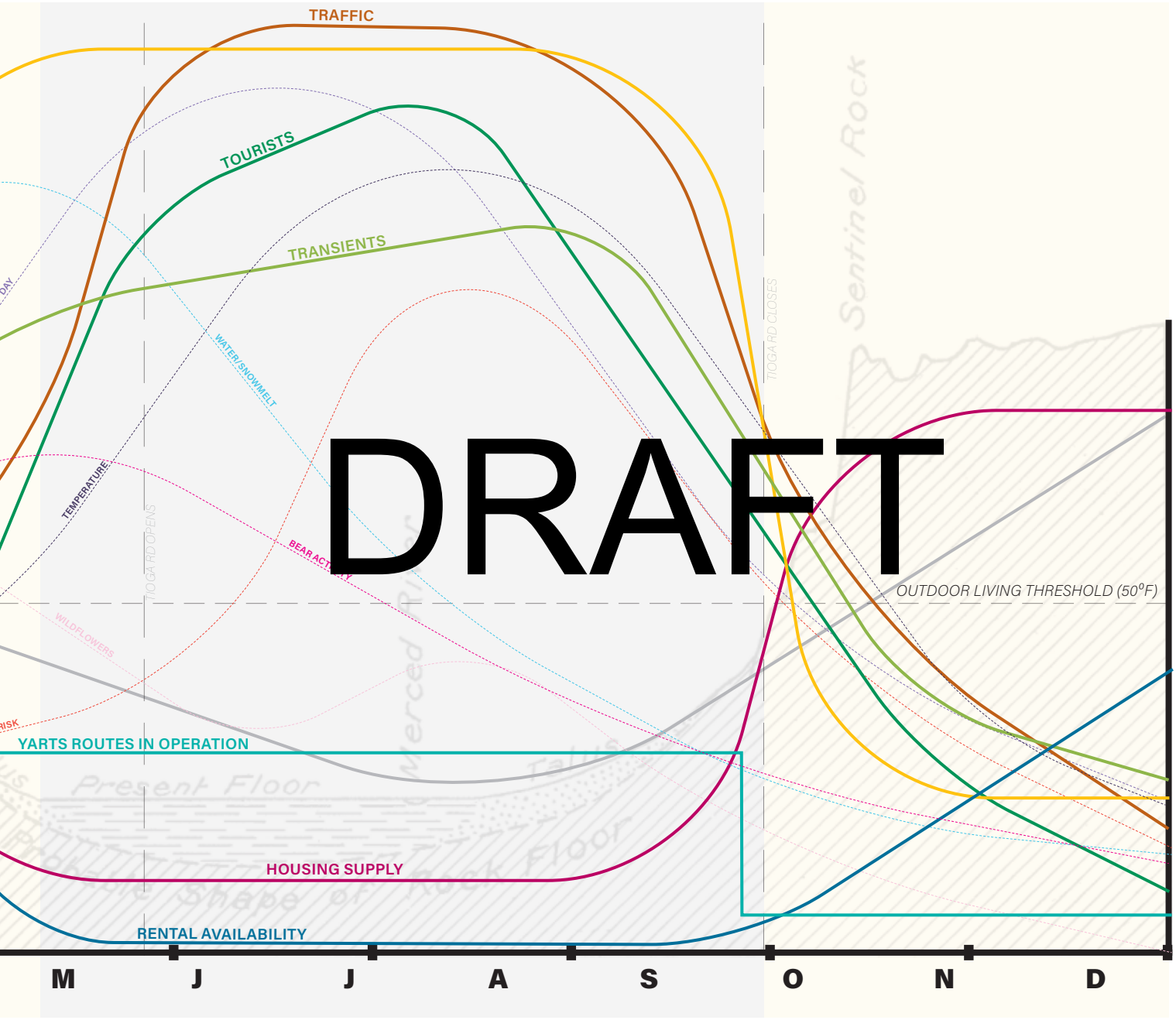

▲ **PROJECT UNDERSTANDING:** *The seasonal nature of the tourism and visitation to Mariposa County. The project team is working to understand how we might begin to rebalance these annual flows.*

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▼ **PARK PRECEDENTS:** *Yellowstone National Park recently completed the Old Faithful Dormitory, a LEED Platinum staff housing building constructed with pre-fabricated modular units.*

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Designing for Density

The shortlisted sites have been selected for their favorable characteristics, which includes adequate acreage that can support unit counts worth undertaking from a development perspective. While the whole idea is to significantly increase housing availability, the team aspires to do so with a sensitive approach. This includes exploring building material selections that can impact structural capacity, and understanding local codes and fire restrictions that guide building heights, proximity, and massing. Lastly, we need to be mindful of the surrounding character of the sites and the impact of new development on existing rural character — in other words design for density that is appropriate to its context.

Conservation Approach & Respect for the Land

The team will approach each site by first considering the existing conditions, and the opportunities and constraints framed by the landscape. For instance, steep slopes, drainages, woodlands, viewsheds, and trail connections. Sites will likely not be entirely built out. Protecting sensitive habitat and considering risks of fire or flood play an important role in the possible site development. This strategy will help ensure development proposals don't risk detrimental impacts to the surrounding special character and setting of Mariposa County.

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Building Community

Our survey results and stakeholder interviews revealed a desire for convenient community services, like schools, grocery stores, health care, and the proximity of first responders. But we also understand the sense of community that comes from living in Mariposa or in Yosemite Valley, and how much it is valued by current residents and park employees. We want to complement and enhance these qualities and explore how we can replicate the most favorable characteristics of life in Mariposa County.

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Entrance Gate Relocation

The relocation of Park entrance gates has been considered by Park leadership over the years (long lines of automobiles are not new). Our team is re-visiting this idea as it has the potential to ameliorate significant traffic delays, particularly on Route 140. By shifting the gate to a location where the canyon floor widens, a new lane could be created that is dedicated to employees and buses. This strategy complements additional housing outside the Valley by reducing commute times and reducing congestion.

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Vanpooling / Car Share

Incentives exist for park employees to share rental vans, as a means of getting to the grocery store, or a day in Mariposa. This program would connect residents and employees that have similar commute times and locations and create routes that link with new housing developments. Vans could be provided (perhaps with fuel, maintenance, and insurance) for a monthly fee. This could tie into an idea about shift scheduling adjustments, where park employees have days on and days off with shared vehicles (there is another idea here about how this could coordinate with shift housing in and out of the Valley).

▲ **SITE M8:** *The Yosemite Conservancy currently controls this large property in the middle of Mariposa, which could be envisioned as a new transportation hub, satellite visitor center location and off-site staff facility. Housing could be conveniently located across the street at an ajdoining Conservancy property.*

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Town of Mariposa Satellite Visitor Center and Transportation Hub

Reinforcing Mariposa's role as a gateway to Yosemite National Park, the creation of a satellite visitor center has the potential to alleviate housing and mobility pressures in multiple ways. If visitors can get information and suggestions for their visit, pick up permits and supplies, and perhaps park their car and get on a shuttle bus, it will lessen the amount of time each visitor spends at the gate asking questions and would allow backpackers to head directly to their wilderness trailhead. Congestion (and pollution) in the Valley would be reduced, and land dedicated to parking lots could be allocated for other uses or used for restoration efforts.

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02

COMMUNITY PERSPECTIVES

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COMMUNITY PROCESS

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The IMHS is directly informed by the community through a series of engagement events and strategies including: a steering committee convened at key project milestones, stakeholder interviews, a community coffee pop-up event with Yosemite employees, and a county-wide community survey. This multi-pronged approach to gathering community feedback informed the development of livability themes in this chapter that summarize the key sentiments heard from the community.

STEERING COMMITTEE

A key part of the community engagement strategy for the IMHS was informed by the development of a project steering committee. Steering committee members included a range of stakeholders including current and former County and NPS officials, and members from Yosemite Conservancy, all of whom live and work in Mariposa County. Meetings were held both virtually and in person with County staff and the project team during key project milestones beginning in 2021 on March 30, May 5, June 23, and July 9.

Steering committee members include:

- Kim Tucker – Mariposa County Housing Programs Advisory Committee, National Park Service (ret.)
- Mark Marschall – National Park Service (ret.)
- Kevin Cann – former Mariposa County District IV Supervisor, National Park Service (ret.)
- Jerry Edelbrock – Yosemite Conservancy
- Ryan Kelly – Yosemite Conservancy
- Joe Meyer – Yosemite National Park
- Jim Donovan – Yosemite National Park

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STAKEHOLDER INTERVIEWS

The team conducted brief open-ended interviews with Park Service staff to gather their feedback and ideas on housing and mobility in Yosemite National Park. The candidness and creativity of the interviewees was apparent in open discussion and the following summary captures key challenges and potential solutions to housing and mobility generated by YNP staff. A more detailed set of notes can be found in the Appendix.

COMMUNITY COFFEE POP-UP

On June 22, 2021, the team set up a community coffee pop-up engagement event with maps, precedent images, and key themes to hear directly from workers and NPS staff in Yosemite National Park.

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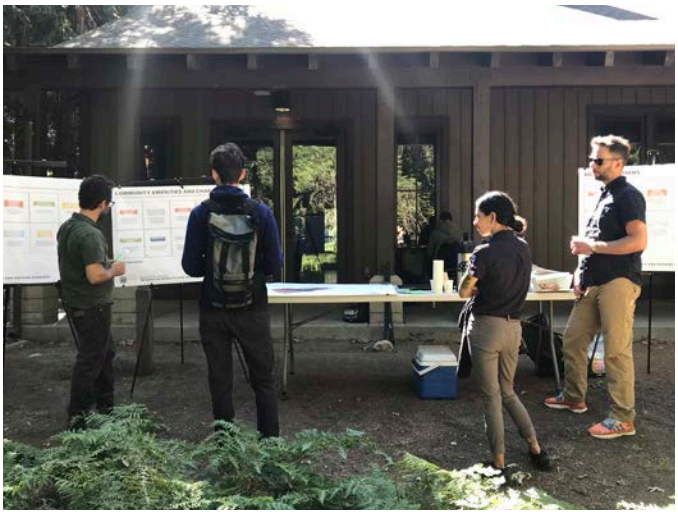
COMMUNITY SURVEY

A housing and mobility community survey was conducted online for three months from May 25 to July 25, 2021 in order to collect information about housing and mobility trends and hear directly from the broader community across the County. The survey was very successful in reaching a broad representation of the community and received 200 responses. Many of the results from this survey are included in the following pages. A full detailed report can be found in the Appendix.



◄ ▲ **COMMUNITY COFFEE EVENTS IN YOSEMITE VALLEY:** *Project team members had a chance to talk to park employees and concessioner staff and better understand the perspectives and priorities of each group.*

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COMMUNITY THEMES

The following themes were developed to capture and organize the community's key sentiments related to housing and mobility issues in Mariposa County. Each theme addresses various aspects of both housing and mobility and is supported by iformation gathered through steering committee meetings, stakeholder interviews, survey questions, and general conversations with the public at pop-up events.

1 FUNDAMENTALS OF A GOOD PLACE

"DRIVE, DRIVE, DRIVE"

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BASIC SERVICES

The first theme, "Fundamentals of a good place," addresses the primary challenge Mariposans face in connecting to basic services. While some areas have clusters of businesses and amenities, most residents have to drive to purchase food, go to the bank, the hairdresser, and even have challenges connecting to cell service or internet from home.

When asked about what they disliked about their housing and mobility challenges, 25 survey respondents (14.7%) identified difficulty or even lack of access to basic services as a key drawback of life in the park and valley.

One respondent identified "living in a food desert" as a key issue. Respondents find it difficult to access food because most have limited nearby grocery options and many restaurants with takeout service close by 6pm. Residents must travel long distances and must plan well in advance to have access to food.

An important amenity and service for residents is a reliable cell and internet connection. Like one resident responded, in many areas, there is "zero cell service, poor internet service." This is considered an important, fundamental feature for residents in the area to live comfortably connected to their community in cases of emergency and for day-to-day communication.

COMFORT AND SAFETY

Another fundamental aspect of a good place is comfort and safety. In this case, many of the comments came from those County residents that reside in areas around the Park.

19 survey respondents (11.2%) identified aspects of neighborhood design that limited their comfort or even perceptions of safety.

Generally, the balance of personal and shared spaces and amenities for residents in the Park seems to be highly impacted by space constraints.

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Residents identified the lack of private individual bathing facilities as a big source of discomfort for respondents. The lack of personal running water compounds the problem. Respondents also brought up the lack of gender-neutral bathroom facilities as a comfort and safety issue. "It is very small (living situation), no heat other than a wood burning stove, no AC." Some respondents dislike having to share rooms as well.

Residents in the Park are exposed to visitor activity at all hours of the day and night. One respondent said, "My home is in the middle of visitor activity, and I'm frequently woken up by late night drunk visitors."

The few common spaces that do exist are not large enough to accommodate the community of residents in the Park. The number of kitchens are not adequate for number of residents. Some respondents dislike the shared kitchens. "There is no community center to watch TV and hang out with friends."

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MOBILITY

The commute to and from work shapes another fundamental aspect of a good place. Mariposans have a wide range of experiences when it comes to how they commute. 27 respondents (15.4%) referred to the ease of getting between where they live and work under what they love about where they live while 17 respondents (10%) referred to the difficulty of getting between where they live and work under what they dislike about where they live.

Many of the residents that can walk to work tend to live and work in the Park. One respondent said they love "the beauty of walking back forth to work since my schedule changes and no being stuck in a car or bus. I love to walk."

Many other residents have extensive commutes, especially for those who live outside of the Park and have to commute in everyday. One respondent shared, "My daily commute to work is approximately 1 hour 15 min in good traffic each way."

The "Fundamentals of a good place" theme captures both the positive aspects and challenges related to life in all parts of Mariposa County, including residents living in the Park. The range of feedback highlights the aspects that are important to keep in mind to ensure the community in Mariposa continues to grow with adequate resources and support.

"Drive to the store, drive to the doctor, drive to the dentist, drive, drive, drive."

Attachment: 211026 WRT_IMHS DRAFT_CH 1+2_DRAFT (12729 : Status Update: Integrated Mobility and Housing Strategy)

2 COMMUNITY & CONNECTIONS
"IT'S FULL OF LIFE"

The next theme, "Community and Connections," highlights the importance of human connection and the role a place can play in facilitating those connections. Proximity to neighbors, perceptions of safety, and access to outdoor experiences where those connections can take place all contribute to this common theme.

CULTURE AND VIBRANCY

Friends and neighbors help to shape the culture and vibrancy of a place. 65 survey respondents (9%) either explicitly mentioned "community," or identified people, friends, and connections with others as a core benefit of where they live.

PERCEPTIONS OF SAFETY

Generally, survey respondents in Mariposa County feel safe and have positive experiences and appreciation for law enforcement and emergency service providers. One respondent said, "Mariposa has good amount of law enforcement, [I] feel safe!" Another respondent said, "I do feel safe here, and am very grateful to those who keep us."

OUTDOOR RECREATION AND EXPERIENCES

Mariposa County offers many great opportunities for residents and visitors to experience the outdoors, in areas both in and outside of Yosemite National Park. One respondent highlighted that they loved where they lived because of "great access to USFS land for running, biking, and firewood." Others mentioned, "The freedom to enjoy nature," and being "close to the river." The river is especially important asset in the summer. "I've didn't have a river to recreate in during hot months [I] would be out of here."

The community and connections that develop around the shared value for outdoor experiences and cultural vibrancy are important for considerations for the future approach to housing and mobility in Mariposa County. Many of these aspects are key parts of why people love their home and are important to continue to support in the future.

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Attachment: 211026 WRT_IMHS DRAFT_CH 1+2_DRAFT (12729 : Status Update: Integrated Mobility and Housing Strategy)

▲ **CREEK WEEK EVENT:** *A three day festival along the Manzanita Creek in 2019 attracted numerous community members and demonstrated the engaging community capacity of this local gateway.*

DRAFT

"small community feel"

"small town mountain life"

"rural community and life away from work"

"I love our small town, the bars with live music, the live music in the park."

"It's full of life: great community, thriving gardens and houses full of character."

"Being involved with the people that make this place 'go', and being of service while I'm here."

"Great access to USFS land for running, biking, and firewood."

Attachment: 211026 WRT_IMHS DRAFT_CH 1+2_DRAFT (12729 : Status Update: Integrated Mobility and Housing Strategy)

3 THE LANDSCAPE AND ENVIRONMENT
"DARK SKY AT NIGHT"

"The landscape and environment" theme highlights the common value and respect for the natural environment in the Mariposa County area. The community acknowledges the importance and responsibility of maintaining a balance between protecting the natural beauty of the place while also providing opportunities for the community to responsibly enjoy it.

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NATURAL BEAUTY

Mariposa County has many natural resources that are managed by many different land managers and agencies. Each has a different approach to managing and conserving the landscape, including their approach to public access. 100 survey respondents (57.1%) described things like beauty, solitude, and the benefits of living amidst stunning natural beauty.

PASSIVE AND ACTIVE OUTDOOR RECREATION

Respondents liked having outdoor recreation but also emphasized opportunities for a more passive connection with the environment and having solitude.

One respondent said they loved "the peace and quiet, a dark sky at night." Another said they loved the "space, being in mountains, tall trees." People love "the beauty and how peaceful it is."

COMMUNITY OF NATURE LOVERS

Interestingly, a remarkable amount of people mentioned both their community and the landscape and environment in the same response to "What do you love about where you live?" (45 respondents 25.7%)

- "Great community, the sound of the river, surrounded by open space."
- "The community, the Merced River, the adventures at every bend of the mountains/river."
- "The people, the river, the plants and animals, the trails."
- "The steady community and changing seasons"
- "Natural Beauty, access to nature and nature based activities. Small friendly community."

All of these quotes support the notion that the future housing and mobility strategies in Mariposa County are highly dependent on the shared values for the landscape and the environment.

Attachment: 211026 WRT_IMHS DRAFT_CH 1+2_DRAFT (12729 : Status Update: Integrated Mobility and Housing Strategy)

▲ **MERCED RIVER:** *Briceburg is a popular destination along Highway 140, for local familes to relax and enjoy a day on the water in the stunning canyon setting.*

Attachment: 211026 WRT_IMHS DRAFT_CH 1+2_DRAFT (12729 : Status Update: Integrated Mobility and Housing Strategy)

4 STABILITY AND ROOTEDNESS
"PAY OUT OF DESPERATION"

INABILITY TO FIND SUITABLE OR AFFORDABLE HOUSING

Throughout the survey, respondents shared thoughts about their desire to sink or maintain roots in Mariposa County, but their inability to find suitable or affordable housing in the area—either to rent or to own-limits their ability to stay. This situation causes feelings of instability and anxiety, themes which have been echoed by non-park employees throughout the county in other planning initiatives.

One respondent said, "expe sive ho ing ow and between makes it nearly im ossible t fin ially able to get out of employee ousing, whi mea this isn't a long-term living for ma ."

"I rent from a private homeowner in old EP and I constantly worry that she is going to try to sell the house and kick me out, forcing me to have to search for housing again. She has already offered to sell to other people, so housing insecurity is a pretty big worry. My landlord also randomly decides to increase rent and there is no rent control here so because people are in desperate need of housing there's always the possibility that if I'm unable to afford rent at some point it'll just go to someone else who is willing to pay out of desperation. Rent pricing in EP is outrageous for people coordinating with private owners...there's a house in EP that's on the market for half a million dollars and literally not sure who in this community can even afford that? These things aren't accessible to employees who are trying to make a living, it's literally things like this that signal a keep out sign to employees like me."

"As a working professional, I would like to be in a position to buy a house. My dream would be to have a modest house/cottage and a garden. There are no 1-2 bedroom houses or condos in Mariposa County where park professionals can live. You have to rent a room in a larger home to find an affordable place to live. I made sacrifices in housing options by coming to Yosemite. Among National Park Service employees it is widely n wn tha housing in and round Yosemite is the gre est ch and inc nvenience that employees face. ou h ve to know so eone locally to find somew re reasonable to ve. Some live in tents and cars. Many employees choose to turn down Yosemite jobs because of poor housing options."

LOSS OF STABLE WORKFORCE/EXPERIENCED WORKERS

There is an overwhelming agreement based on the stakeholder interviews that housing shortages limit workforce recruitment in the Park and across the County at multiple pay levels.

Limited housing also prevents new families from staying in the area, leading to a high turn over in experienced staff at the park.

More than half of the respondents that work in Yosemite are willing to live outside of the Park. Most but not all of those are NPS employees and about

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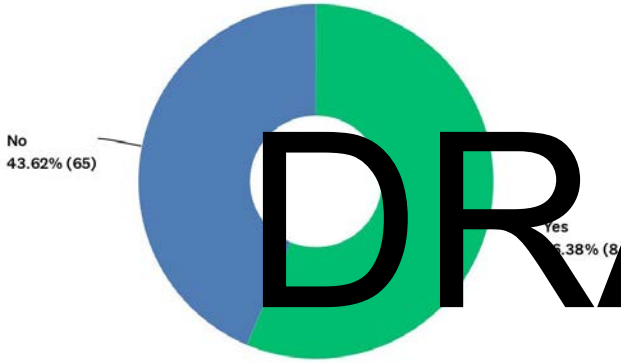
Attachment: 211026 WRT_IMHS DRAFT_CH 1+2_DRAFT (12729 : Status Update: Integrated Mobility and Housing Strategy)

half of those currently live in Yosemite Valley or El Portal. This is a key demographic to consider in future planning that might shift the location of housing and approach to mobility in the future.

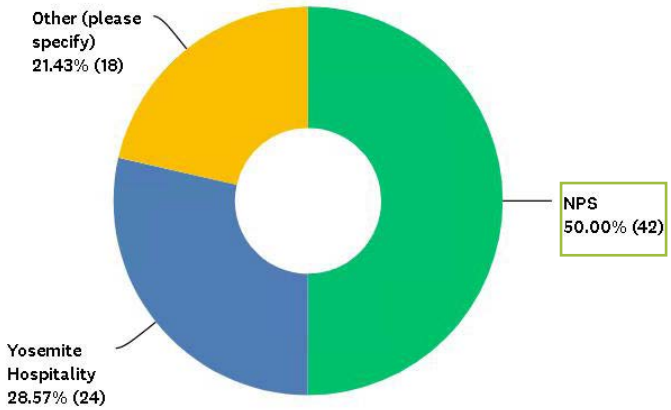
Of the respondents that work in Yosemite and would not be willing to live outside of the Park. When we look at the data, those respondents primarily work for the Park concessioner, currently live in Yosemite Valley or El Portal, and likely have a need and interest to be in the Park full time.

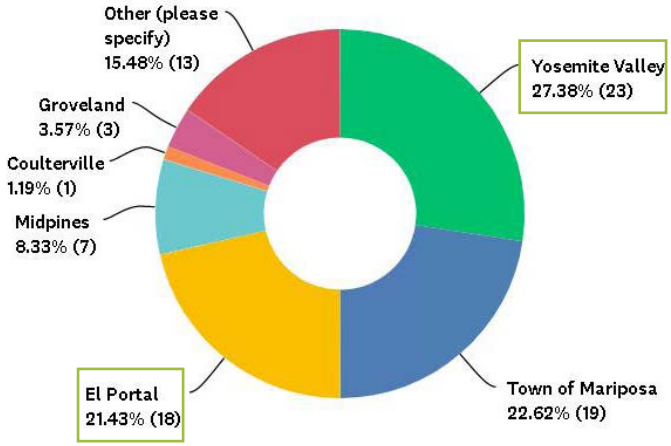
▼ WOULD YOU CHOOSE TO WORK AT YOSEMITE IF YOU HAD TO LIVE OUTSIDE THE PARK?



DRAFT

▼ YES, I WOULD CHOOSE TO WORK AT YOSEMITE IF I HAD TO LIVE OUTSIDE THE PARK. (56%)





WHO DO THESE PEOPLE WORK FOR?

- *42 work for NPS (50%)*
- *24 work for Yosemite Hospitality (30%)*
- *18 work elsewhere (20%)*

BUILDING A HOME NEAR THE PARK

More than half of the respondents that work in Yosemite are willing to live outside of the Park. Most but not all of those are NPS employees and about half of those currently live in Yosemite Valley or El Portal. This is a key demographic to consider in future planning that might shift the location of housing and approach to mobility in the future.

Of the respondents that work in Yosemite and would not be willing to live outside of the Park. When we look at the data, those respondents primarily work for the Park concessioner, currently live in Yosemite Valley or El Portal, and likely have a need and interest to be in the Park full time.

WHERE DO THESE PEOPLE LIVE NOW?

- *23 Yosemite Valley*
- *19 Town of Mariposa*
- *18 El Portal*
- *7 Midpines*
- *17 Other*

Attachment: 211026 WRT_IMHS DRAFT_CH 1+2_DRAFT (12729 : Status Update: Integrated Mobility and Housing Strategy)

5 COST AND AFFORDABILITY
"SO EXPENSIVE, IT'S INCONVENIENT"

The theme "Cost and affordability" highlights one of the main housing and mobility challenges in Mariposa. The quote "So expensive, it's inconvenient" references both private and public transportation costs as a limitation and burden on the quality of life in Mariposa and can be applied to housing as well.

EXPENSIVE TRANSPORTATION COSTS

Financial costs for both private drivers and transit users are cited as major concerns.

10 survey respondents (6.8%) identify the financial costs of their commute as a challenge, the biggest issue they dislike about their commute. This includes both the cost of gas, and the wear and tear on private vehicles that drive potentially hundreds of miles per week through mountainous terrain.

One respondent said, "The wear and tear on my car, the expense of gas and the stress of long commutes after working a long day are all stressful factors." Another respondent said, "Gas prices are high. [It's] almost not worth working in Yosemite."

HOUSING COSTS IMPACTED BY SHORT-TERM RENTAL MARKET

Many respondents were concerned with the cost and availability of housing and cited the trend of viable rental properties being converted to vacation rentals throughout the county. Many vacation rentals are not fully occupied throughout the year which in turn has negative implications both for the housing market and the community character.

One respondent said directly, "Get rid of AirBB type rentals in what should be family neighborhoods."

Another respondent said, "the housing shortage in Mariposa County completely blows my mind given the startling number of vacation rentals that sit empty half the year."

CHALLENGE BUILDING ADUS WITHOUT FINANCIAL SUPPORT

Some people are interested in building an accessory dwelling unit (ADU) to add to the housing supply but don't have the financial means to start the project.

Through various stakeholder interviews, existing homeowners shared that they are interested in building ADUs for workforce housing but many do not have the finances to do so without support.

> "Gas prices are high. Almost not worth working in Yosemite."

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Attachment: 211026 WRT_IMHS DRAFT_CH 1+2_DRAFT (12729 : Status Update: Integrated Mobility and Housing Strategy)

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Ben is a twenty-year park service employee and as a supervisor for the Yosemite Valley janitorial crew, he finds lack of available housing as a primary challenge in recruiting and retention of staff. He has changed his language in oral and written communications with potential staff, removing the words that you "may be eligible for Park housing." He has had new staff accept a position without permanent housing then proceeded to live in their vehicles in an undisclosed location for some time. When they could not find housing they would quit their jobs without notice. He feels like the scarcity of affordable housing is a serious challenge to his employees that have a lower pay scale.

He also had an idea that he wished to share and in regard to short term vacation rental use. He proposed that a portion of vacation rentals registered with Mariposa County are mandated to operate as a market rate rental for 6 months to a year on a rotating basis. This would give new community residents the ability to secure temporary housing and employment in our region while they searched for a permanent housing solution.

6 UNCERTAINTY & FLEXIBILITY
"IT VARIES SO MUCH"

The theme "uncertainty & flexibility" highlights the shared sentiments related to many of the mobility challenges in Mariposa County. Seasonal changes and in fluxes of people through the year, the unpredictability of commute times, in addition to the need for flexible transit schedules to accommodate a wider range of work shifts and childcare schedules, make it difficult to rely on the YARTS regional transportation system alone.

VARIABILITY, SEASONALITY, AND UNCERTAIN COMMUTES

10 survey respondents (6.8%) identify the variability, seasonality, and uncertainty of their commute as key issues, suggesting the need for a flexible and dynamic mobility strategy.

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One respondent said, "Crowds in the summer time mean I have to add at least an hour to my drive time unless I'm getting there between 7-7:30." Another respondent dislikes "The multi-hour long lines of cars you have to wait behind to get into the park just to get to work." One respondent shared, "I don't like the unknowns that can make me late to work."

TRANSIT SERVICE

10 survey respondents (7.9%) reference more frequent transit service and a more expansive timetable as a key improvement. One respondent said, "I would take YARTS if it were faster: it adds about an hour to my daily commute time."

Other respondents suggested a shuttle to supplement the YARTS system: a "community shuttle service could have more times and buses available to reduce congestion on highway and provide variety of times to catch the bus to El Portal and YNP Valley." Another respondent said, "I would like there to be a Yosemite conservancy/NPS commuter shuttle bus that runs multiple times a day."

Work schedules and transit schedules do not often align closely enough and make it difficult for residents to rely on the regional service. "My work schedule does not give me the option to use YARTS. This is a great service and if the schedule was more reliable I could use the bus."

While some residents try to reduce the number of solo trips to work by carpooling, existing carpooling among employees is not completely inclusive and wavers from year to year depending on turn over. Carpooling that does occur is often most popular among new employees that may live closer together. It's difficult for residents that are more spread out in the County to coordinate carpooling without having a forum to exchange contacts and help coordinate scheduling.

> "A 50-minute commute on a good day can be a two hour commute on a high traffic day."

Attachment: 211026 WRT_IMHS DRAFT_CH 1+2_DRAFT (12729 : Status Update: Integrated Mobility and Housing Strategy)

PARK ENTRANCE IMPROVEMENTS

The park entrance has long been the source of many of the complaints from both residents and visitors. 9 survey respondents (7.1%) cite mobility and scheduling improvements specifically geared towards park employees to pragmatically improve the commuting experience. One respondent suggested the park entrance be modified to "Leave a lane open for local commuters (at the park entrance gate)" in order to reduce congestion. Another respondent also requested an "Improved entrance station" as a solution to improving their commute challenges.

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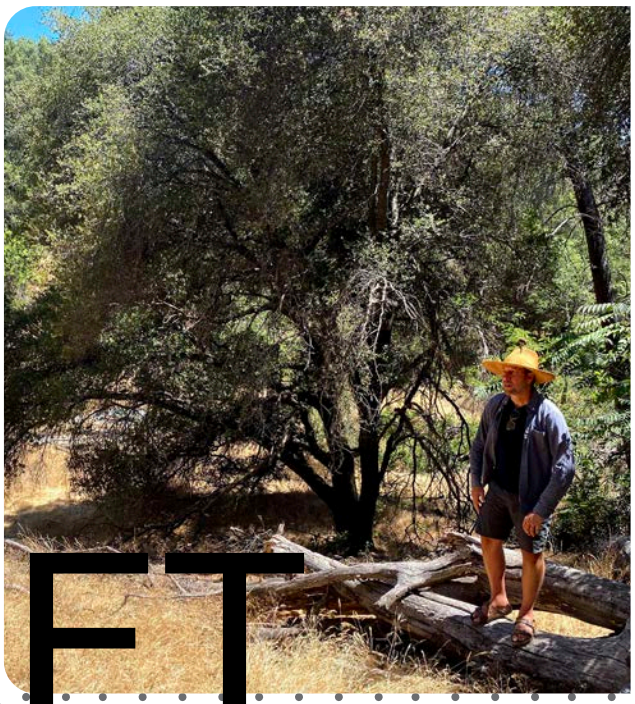
TELEWORK OPTION

During the COVID pandemic, while many Park employees were able to work from home, some respondents noted that there was a sense of alleviated pressure by no longer having to wait in long commutes.

4 survey respondents (5.3%) advocate for continuing or expanding telework where possible. One respondent said, "If more Yosemite folks could live closer to work (or continue to telework), that would really cut down on the need for all those people to spend so much time driving." Another respondent shared, "I think we have found that a lot of work can be done remotely and that mindset will continue even after the pandemic allows 'normalcy'. Maybe consider some communal or partnered touch-down spaces for those who have telework challenges (like slow internet, lack of space) but could still get work done remotely without having to commute to El Portal or Yose Valley."



Tim is a 30+ year Yosemite employee and has worked in a variety of capacities in the park throughout his career. He now has a home in Midpines with wife and high school/college aged children and commutes to Yosemite Valley daily for work. The long commute is tiresome and time consuming. Some of his fellow division employees have started a Van pool to their duty station in El Portal. He would like to participate in the van pool but location and timing do not serve him as he starts and finishes work in Yosemite Valley.

PEOPLE LOVE MARIPOSA

The most resounding consensus was that, regardless of whether or not they work in Yosemite National Park, Mariposa County residents love the natural beauty of their home and all of the opportunities it offers to connect with their community in the outdoors.

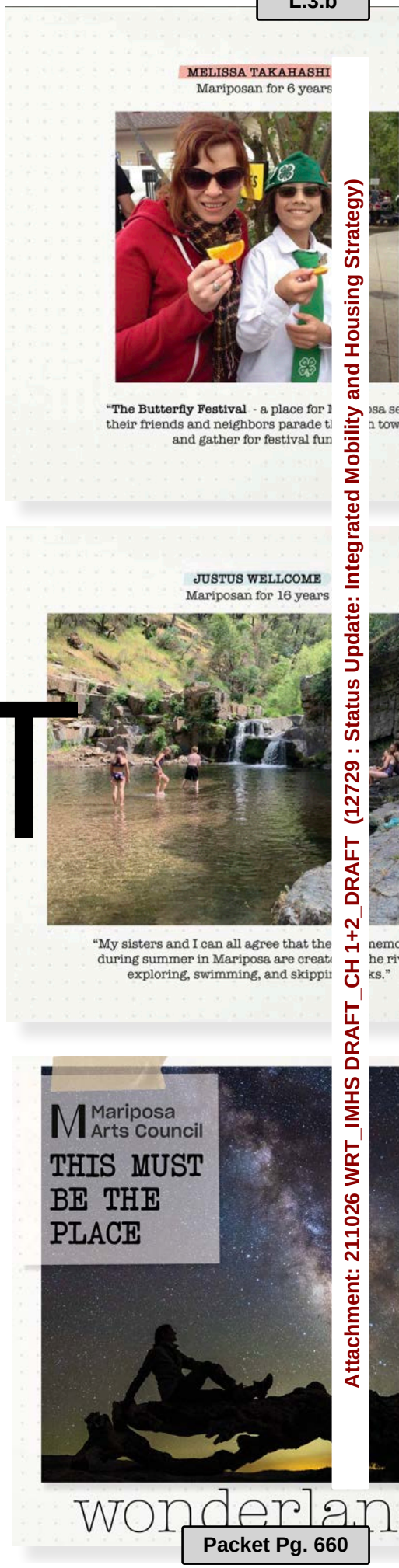
There are fundamental characteristics about Mariposa County and its essence that provide a special and unique draw for people to want to live and work here.

When asked "What do you love about where you live?," 48 respondents (27.4%) explicitly mentioned Yosemite or a singular aspect of the park that simply cannot be replaced elsewhere. The range of responses included:

- "It's Yosemite -- what else?!"
- "Waking up and seeing Half Dome"
- "The privilege of living in Yosemite Valley"
- "The park. How could one not love living IN Yosemite?"
- "The park in general."

This feedback reinforces the efforts to address the housing and mobility challenges while also protecting and providing access to the unique natural resources in the County. People love Mariposa, and the housing and mobility strategies will support and enhance those important County assets.

The images on the right were collected from the community during a concurrent planning effort asking people about what they loved about where they lived. These were originally published in the Creative Placemaking Strategy, and are reprinted here to highlight this important shared theme.



▶ **IMAGES FROM THE MARIPOSA COUNTY CREATIVE PLACEMAKING STRATEGY:** *The community shared their favorite spaces throughout the County and demonstrated their diverse interests.*

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Attachment: 211026 WRT_IMHS DRAFT_CH 1+2_DRAFT (12729 : Status Update: Integrated Mobility and Housing Strategy)

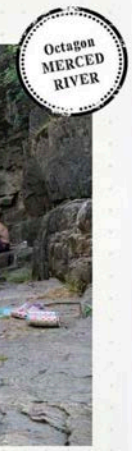
Mariposa Arts Council

THIS MUST BE THE PLACE

all together now

JOANIE (ELLIOT) BRYANT
Mariposan for 18 years

"I spent a lot of my childhood at **Mariposa Elementary School**. Maybe more than the usual school hours, as we would go there on the weekends to ride bikes or play on the playground. Here I am, age 7, running in the 50 yard dash at the M.E.S. Primary Field Day in 1985. Note the vintage Mariposa Monarchs t-shirt! I lived on Jones Street in Mariposa from 1977-1995. I cannot think of a better place to have grown up."



MIKEY GORALNIK
Mariposan for 3 years

"I love floating the Merced through **Yosemite Valley** because A) it is ridiculously easy and accessible and B) its an amazing and unique way to experience this world class landscape that usually looks (and is photographed) from other perspectives."

DRAFT

Mariposa Arts Council

THIS MUST BE THE PLACE

river rats

PENNY OTWELL
Mariposan for 56 years

"I **love** painting in Yosemite Valley in the spring. It's so exciting to see and hear all the water and bird activity. And even the people! Everyone loves Yosemite! I usually do my best work in the spring when nature awakes from the quiet wintertime. Just pure **joy**!"

KRISTIN OSWALD
Mariposan for 32 years

"Oswald kids, born and raised Mariposan. Growing up a stones throw to Yosemite free to be wild and explore is such a huge part of who we are today."

Attachment: 211026 WRT_IMHS DRAFT_CH 1+2_DRAFT (12729 : Status Update: Integrated Mobility and Housing Strategy)

TAKEAWAYS

Throughout the project, the community shared insights into the advantages and challenges of living and working in Mariposa County. The community feedback received was organized around key themes which cover a wide range of sentiments and first-hand accounts.

We heard from many different types of residents, from those that had lived in the County for multiple decades to new comers, from those just beginning their careers, those with families, and those that have retired. We heard from people that work for the National Park Service and other organizations in Yosemite Valley, and from those who only visit the Valley sparingly and live and work in other parts of the County. The themes cover the full range of feedback received both the commonalities and the unique perspectives.

These themes build upon the quantitative analysis conducted in parallel with the community engagement. From the themes the project team has drawn planning principles which, together with the site evaluation criteria, will directly inform the integrated mobility and housing strategies outlined in the following chapters of this report.

DRAFT

"An ideal outcome would include candor, transparency, cooperation and a desire by the leadership of National Park Service and Mariposa County to acknowledge the full scope of their shared problems. Each side should come to the table with an open mind. The NPS should not assume that the problem of where and how to house the park's large need for hospitality service workers will be solved exclusively by the private sector or Mariposa County. Mariposa County should recognize the political, legal and topographic realities of housing large numbers of park workers within the boundaries of the park.

Mariposa County relies on a tourism economy that is based almost exclusively on travel to Yosemite National Park. Mariposa County should be a willing partner with Yosemite National Park to achieve the goals of the citizens of the county."

-Steering Committee Member

Attachment: 211026 WRT_IMHS DRAFT_CH 1+2_DRAFT (12729 : Status Update: Integrated Mobility and Housing Strategy)

Attachment: 211026 WRT_IMHS DRAFT_CH 1+2_DRAFT (12729 : Status Update: Integrated Mobility and Housing Strategy)

THEMES

1 **FUNDAMENTALS OF A GOOD PLACE**
"DRIVE, DRIVE, DRIVE"

2 **COMMUNITY AND CONNECTIONS**
"IT'S FULL OF LIFE"

3 **THE LANDSCAPE AND ENVIRONMENT**
"A DARK SKY AT NIGHT"

4 **STABILITY AND ROOTEDNESS**
"PAY OUT OF DESPERATION"

5 **COST AND AFFORDABILITY**
"SO EXPENSIVE, IT'S INCONVENIENT"

6 **UNCERTAINTY & FLEXIBILITY**
"IT VARIES SO MUCH"

PRINCIPLES

- **INCREASE WORKFORCE HOUSING OPTIONS ACROSS THE COUNTY**
- **BUILD COMPLETE, ROOTED COMMUNITIES**
- **KEEP NEW HOUSING AFFORDABLE**
- **INCREASE FLEXIBLE, SHARED MOBILITY OPTIONS**
- **REDUCE CONGESTION AT YOSEMITE ENTRANCES**

DRAFT

MARIPOSA COUNTY

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

RESOLUTION - ACTION REQUESTED 2022-222

MEETING: April 5, 2022

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: Approval of Amendment to MHSA 3-Year Plan

RECOMMENDATION AND JUSTIFICATION:
Approve Submission of an Amendment to the "Mariposa FY2021-2023 Mental Health Services Act (MHSA) 3-Year Plan" to the Department of Health Care Services (DHCS); Authorize the Acting Health and Human Services Agency (HHSA) Director to Sign the Amendments with DHCS with Regard to the MHSA Plan (Subject to Approval as to Legal Form by County Counsel); Authorize the Acting Health and Human Services Director to Implement the Activities Within the Amendment Upon DHCS Approval; and Authorize the Mental Health Director to Sign the Compliance and Accountability Certifications.

HHSA received Board approval of the three-year Mental Health Services Act (MHSA) Plan for Mariposa County for FY2020-21 through FY2022-23. Mariposa County received its first MHSA funds in 2005 and began developing the Adult and Children's Systems of Care Program. We have continued to cultivate and refine these programs implementing the Recovery Model. Our goal is to support our clients in achieving wellness in as many life domains as possible. We propose to continue these proven programs.

Under the proposed amendment within this resolution request, more information and funding for the workforce, education, and training (WET) component of MHSA are addressed. 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.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board approved the current 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:
If this amendment is not approved by the Board, Mariposa County incurs a risk of

non-compliance and subsequent discontinuance of successful MHSA programs.

FINANCIAL IMPACT:
There is no impact to the County General Fund. This amendment is for the new MHSA Regional WET program funded by an allocation ($39,480) from the state Mental Health Services fund and a 25% match from mental health funding. The revenue in this amendment to the MHSA plan was anticipated and included in the FY21/22 Midyear Budget changes.

ATTACHMENTS:
FINAL MHSA 3 Year Plan (2020 - 2023) & PEI Report (2018-2019) Website (PDF)
Mariposa Expenditure Plan for MHSA FY2021-2023 3-year Plan - Final (PDF)
MHSA County Compliance Certification signed (PDF)
MHSA County Fiscal Accountability Certification signed (PDF)
MHSA Annual Update (2021 - 2022) Ammendment - WET Projectv2 (PDF)

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

Mariposa County Mental Health Services Act

- Three-Year Expenditure Plan 2020 – 2023
- Prevention and Early Intervention Report 2018-2019

Released for Public Comment: May 15th 2020

Public Hearing: June 16th 2020

Adopted by Board of Supervisors: June 16th 2020

Attachment: FINAL MHSA 3 Year Plan (2020 - 2023) & PEI Report (2018-2019) Website (RES-2022-222 : Approval of Amendment to MHSA 3-Year

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Mariposa County Mental Health Services Act Three-Year Expenditure Plan 2020 – 2023

Attachment: FINAL MHSA 3 Year Plan (2020 - 2023) & PEI Report (2018-2019) Website (RES-2022-222 : Approval of Amendment to MHSA 3-Year

Executive Summary

Community Services and Supports (CSS)

- Full Service Partnerships (FSP): There are no changes from the past year, Mariposa County Behavioral Health and Recovery Services (MCBHRS) plans to continue providing mental health services to SMI/SED populations.

- General System Development (GSD): There is one new change with this component, after several years of being unable to fill the system navigator position, MCBHRS has decided to remove this program, however the other Peer Support position assigned to the Wellness Center will still continue.

Prevention and Early Intervention (PEI)

- Access and Linkage to Treatment: One of the changes from previous years is the removal of Crisis/TRAC team listed above as a PEI program. The Crisis/TRAC team will continue to operate but be funded under a different funding stream. All PEI programs must ensure access and linkage to services. As such, Mariposa County Behavioral Health and Recovery Services has decided to opt out of the access and linkage component. The reporting requirements for this component require more training and staff time than a very small county has the capacity to implement. MCBHRS is open to all stakeholder feedback.

- Timely Access to Services: The Drop in Center in past years was funded through MHSA through the timely access to services category, This is an optional category, that comes with heavy reporting requirements creating a burden on the providers. MCBHRS changed strategies this year to ensure a streamline in services by shifting the focus to early intervention services also focused on increasing access to services. MCBHRS issued a Request for Proposal (RFP) and the Drop in Center submitted an RFP with a focus on substance abuse. The Drop in Center will continue to be funded through a different funding stream and not MHSA.

- The other change is how school services will be implemented; stakeholders overwhelmingly identified school aged youth as an underserved population, as such MCBHRS issued a Request for Proposals (RFP) for early intervention services to be provided to school aged youth. Historically school services have been pieced out between three different providers. While those services were successful, the services were too siloed. The approach for the next three years is to award all of the funding allocated for school services to one entity.

- Suicide Prevention: Stakeholders, during the stakeholder process for the three year planning, identified school aged youth as the most underserved population

and suicide prevention as the most needed service in the community. MCBHRS decided to fund a program to provide suicide prevention for school aged youth.

Innovation (INN)

- MCBHRS does not have any current innovation plans, once MCBHRS begins the process of drafting a new one, stakeholders will be identified.

MHSA Fiscal Accountability Certification

Enclosure 1

MHSA COUNTY FISCAL ACCOUNTABILITY CERTIFICATION[1]

County/City: Mariposa

- [x] Three-Year Program and Expenditure Plan
- [ ] Annual Update
- [ ] Annual Revenue and Expenditure Report

Local Mental Health Director	County Auditor-Controller / City Financial Officer
Name: Chevon Kothari	Name: Luis Mercado
Telephone Number: 209-742-0892	Telephone Number: 209-966-1310
E-mail: ckothari@mariposahsc.org	E-mail: lmercado@mariposacounty.org

Local Mental Health Mailing Address:
Mariposa County Health and Human Services Agency
P.O. Box 99
Mariposa, CA 95338

I hereby certify that the Three-Year Program and Expenditure Plan, Annual Update or Annual Revenue and Expenditure Report is true and correct and that the County has complied with all fiscal accountability requirements as required by law or as directed by the State Department of Health Care Services and the Mental Health Services Oversight and Accountability Commission, and that all expenditures are consistent with the requirements of the Mental Health Services Act (MHSA), including Welfare and Institutions Code (WIC) sections 5813.5, 5830, 5840, 5847, 5891, and 5892; and Title 9 of the California Code of Regulations sections 3400 and 3410. I further certify that all expenditures are consistent with an approved plan or update and that MHSA funds will only be used for programs specified in the Mental Health Services Act. Other than funds placed in a reserve in accordance with an approved plan, any funds allocated to a county which are not spent for their authorized purpose within the time period specified in WIC section 5892(h), shall revert to the state to be deposited into the fund and available for counties in future years.

I declare under penalty of perjury under the laws of this state that the foregoing and the attached update/revenue and expenditure report is true and correct to the best of my knowledge.

Chevon Kothari
Local Mental Health Director (PRINT)

Chevon Kothari 5/21/20
Signature Date

I hereby certify that for the fiscal year ended June 30, 2019, the County/City has maintained an interest-bearing local Mental Health Services (MHS) Fund (WIC 5892(f)); and that the County's/City's financial statements are audited annually by an independent auditor and the most recent audit report is dated 3/14/20 for the fiscal year ended June 30, 2019. I further certify that for the fiscal year ended June 30, 2019, the State MHSA distributions were recorded as revenues in the local MHS Fund; that County/City MHSA expenditures and transfers out were appropriated by the Board of Supervisors and recorded in compliance with such appropriations; and that the County/City has complied with WIC section 5891(a), in that local MHS funds may not be loaned to a county general fund or any other county fund.

I declare under penalty of perjury under the laws of this state that the foregoing, and if there is a revenue and expenditure report attached, is true and correct to the best of my knowledge.

Luis Mercado
County Auditor Controller / City Financial Officer (PRINT)

5/28/20
Signature Date

[1] Welfare and Institutions Code Sections 5847(b)(9) and 5899(a)
Three-Year Program and Expenditure Plan, Annual Update, and RER Certification (07/22/2013)

Attachment: FINAL MHSA 3 Year Plan (2020 - 2023) & PEI Report (2018-2019) Website (RES-2022-222 : Approval of Amendment to MHSA 3-Year

MHSA County Compliance Certification

MHSA COUNTY COMPLIANCE CERTIFICATION

County: Mariposa

Local Mental Health Director	Program Lead
Name: Chevon Kothari	Name: Laura Glenn (interim)
Telephone Number: 209-742-0892	Telephone Number: 209-742-0823
E-mail: ckothari@mariposahsc.org	E-mail: lglenn@mariposahsc.org

County Mental Health Mailing Address:
Mariposa County Health and Human Services Agency
P.O. Box 99
Mariposa, CA 95338

I hereby certify that I am the official responsible for the administration of county mental health services in and for said county and that the County has complied with all pertinent regulations and guidelines, laws and statutes of the Mental Health Services Act in preparing and submitting this annual update, including stakeholder participation and nonsupplantation requirements.

This annual update has been developed with the participation of stakeholders, in accordance with Welfare and Institutions Code Section 5848 and Title 9 of the California Code of Regulations section 3300, Community Planning Process. The draft annual update was circulated to representatives of stakeholder interests and any interested party for 30 days for review and comment and a public hearing was held by the local mental health board. All input has been considered with adjustments made, as appropriate. The annual update and expenditure plan, attached hereto, was adopted by the County Board of Supervisors on _____.

Mental Health Services Act funds are and will be used in compliance with Welfare and Institutions Code section 5891 and Title 9 of the California Code of Regulations section 3410, Non-Supplant.

All documents in the attached annual update are true and correct.

Chevon Kothari
Local Mental Health Director/Designee (PRINT)

Chevon Kothari 5/21/20
Signature Date

County: Mariposa

Date: _____

Attachment: FINAL MHSA 3 Year Plan (2020 - 2023) & PEI Report (2018-2019) Website (RES-2022-222 : Approval of Amendment to MHSA 3-Year

Mental Health Services Act Overview

What is the purpose of this document?

This document serves as a blueprint and description of the programs proposed and funded by the Mental Health Services Act.

What is the Mental Health Services Act (MHSA)?

California voters passed the Mental Health Services Act (MHSA) in 2004; the Act imposes a 1% tax on personal income in excess of one million dollars. 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 of the standard principles that are fundamental to each of the MHSA programs.

What is a Three Year Plan and an Annual Update?

MHSA regulation require 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.

County Demographics

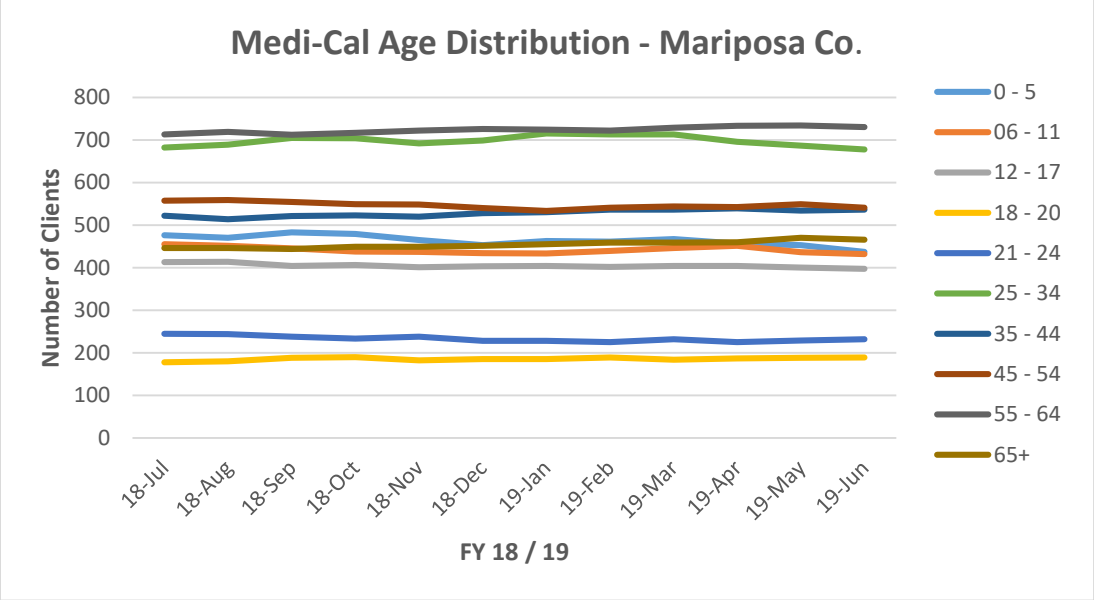
Mariposa is a small, rural county nestled in the Sierra Nevada foothills and is home to approximately 17,700 residents. As in other rural counties, Mariposa is characterized by the sparse number of young people under the age of 18, a characteristic which is maintained and propelled by a lack of job opportunities which pushes young families out of the county in search of gainful employment.

Aging Population

Mariposa has historically had a higher proportion of retirement-aged residents and a lower proportion of youth and young adults. Relative to the state of California, Mariposa county has a higher concentration of persons aged 60 and older (36% in the county, compared to 19% in the state overall). According to the US Census Bureau, Approximately 4.2 % are under the age of five. Approximately 15.5 % of the population is between the ages of 5 and 19 years. The county also has proportionally fewer young adults of working age (20-44 years old) (24% in the county, compared to the state 36%).

While the population in Mariposa has been steadily growing over the past several decades, a closer look at age distribution shows a steady decline of the population between the ages of 45 – 64, coupled with the increase in the elderly population, particularly in recent years.

The figure below depicts the number of individual who are Medi-Cal eligible in the county of Mariposa broken down into age groups for FY 18/19.

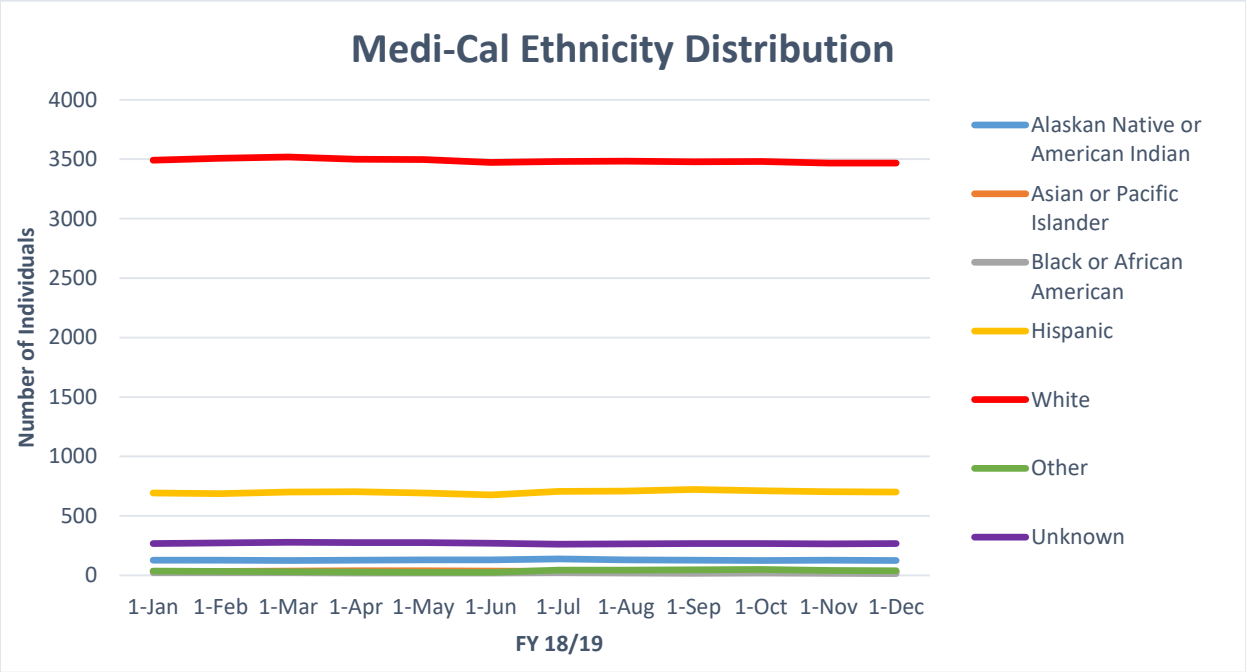


This graph illustrates the disparity in age groups amongst Mariposa County Medi-Cal residents. This graph also confirms the low population of 18 – 24 year olds, and reaffirms a larger population of 55 – 64 year olds. In addition, nearly 12% of the population under the age of 65 has a disability, as compared to less than 7% in the state overall.

Ethnicity

Mariposa County has a predominantly White population. Although limited in its racial/ethnic diversity, the County does have a Native American population as well as a small Hispanic population. Census data indicates that the county is approximately 89% White, 11% Hispanic(of any race), 3% Native American, and less than 3% of "other" groups.

In the figure below, you will see the number of individuals who are Medi-Cal eligible in the county of Mariposa broken down by ethnicity for the FY 18/19. As you can see in figure two there is a large White population within Mariposa County, and a considerable separation between the second largest population of Hispanics.



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. As such, tourism is this rural county's main industry. Yosemite National Park and its affiliates are amongst the areas' largest employers.

Mariposa's population is supported by approximately 6,000 wage and salary jobs primarily in the local government and leisure industry. The unemployment rate in Mariposa County is typically higher than the rate state-wide, and currently stands at 5.8%, compared to the California rate of 4.2%. 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. The median household income in Mariposa is $51,385 as compared to $67,169 in the state overall. In such economically challenging conditions, the wellbeing of the County must be

protected against the myriad of negative consequences of poverty. In Mariposa County, 15% of residents live below the poverty level, while 41% live on the edge of poverty.

Geographic Isolation

The county spans approximately 1,450 square miles and residences tend to be spread out. All services are provided in the unincorporated township of Mariposa, with some agencies, including the Health & Human Services Agency, providing limited services to those communities that are geographically removed from the town of Mariposa. The sparse population of the County in relation to its geographic size, coupled with a lack of public transportation infrastructure, results in considerable social isolation.

Coupled 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, and also provides an environment conducive for illegal activities and substance abuse. Additionally, those in need of services face multiple barriers 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 are spending 38.5%. Furthermore, fair market rent prices have steadily increased over the years for all rental-housing sizes.

Additionally, the population struggles with housing, food security, access to healthcare and transportation –without basic needs, individuals and families can easily fall into bouts of cyclical poverty. Given the challenging landscape of this County, the wellbeing of our residents must be safeguarded, and opportunities to excel must be maximized.

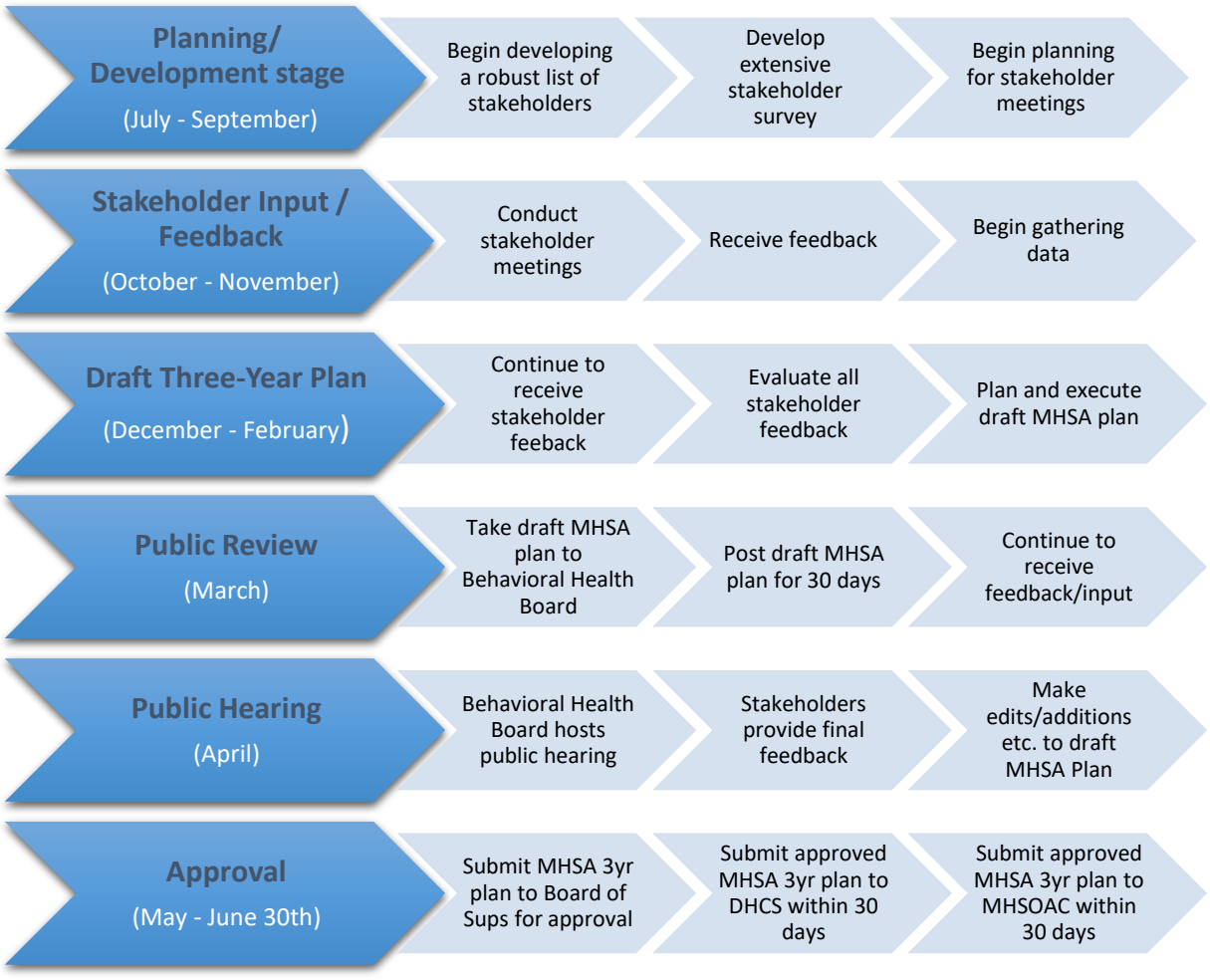
Attachment: FINAL MHSA 3 Year Plan (2020 - 2023) & PEI Report (2018-2019) Website (RES-2022-222 : Approval of Amendment to MHSA 3-Year

Community Planning

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:



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Local Review

Stakeholder Input / Feedback:

Feedback was gathered beginning in October 2019 and continued through December 2019. MCBHRS attended 20 different stakeholder groups to provide education and garner feedback. A total of 396 surveys were completed over the three 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 20/21 through Fiscal Year 22/23 was posted for a 30 day public review and comment period from May 15th 2020 through June 16th 2020.

Circulation Methods:

The Draft MHSA Plan was posted throughout the community for 30 days. The plan was posted to the Mariposa County Behavioral Health website, the post office, and the Mariposa County Health & Human Services Facebook page, on May 15th 2020.

Public Hearing:

After the 30 day public review and comment period, a Public Hearing was held by the Behavioral Health Board on June 16th 2020. 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.

- Data for ethnicity breakdown based on penetration data for the fiscal year 17/18, was corrected post public hearing after an error was identified on the draft at the public hearing. The penetration rate for the 'white' category and the 'other' category were transposed.

Board of Supervisors Approval:

The Draft MHSA 3-Year Program and Expenditure Plan for Fiscal Year 20/21 through Fiscal Year 22/23 was presented to the Board of Supervisors for approval on June 16th. Board of Supervisors Approved Plan on June 16th, 2020.

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 June 16th 2020 at 1:00pm or as soon thereafter as the item can be heard. The "Mariposa County Mental Health Services Act (MHSA) Three-Year plan (2020 – 2023)" will be reviewed during this meeting. The meeting will be held virtually, please join the meeting from your computer, tablet or smartphone by clicking on this link - https://www.gotomeet.me/VirtualRoom11

You can also dial in using your phone: 1 (646) 749-3112
Access Code: 148-692-197

Mariposa County Behavioral Health and Recovery Services (MCBHRS) invites any and all interested persons to attend virtually and review the proposed "Mariposa County Mental Health Services Act (MHSA) Three-Year plan (2020 – 2023)" and to make comments or suggestions.

A draft copy will be available as of May 15th , 2020. The draft of the Mariposa County Mental Health Services Act (MHSA) Three-Year plan (2020 – 2023) can be obtained at the Mariposa County Public Library and on the bulletin board outside the assessor-recorder's office at the County Hall of Records.

An electronic copy is available for viewing and printing on the Mariposa County website at www.mariposacounty.org under the Health & Human Services Department, - Behavioral Health & Recovery Services, - "Mental Health Services Act Information." An electronic copy can be sent via email upon request. Please phone Donya Evans at (209) 966-2000 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 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 virtual Public Hearing 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 & 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 relies on stakeholders to inform and direct the MHSA programs. Below you will find a comprehensive list of stakeholders. Participants were presented with an informative presentation regarding the MHSA and feedback was gathered on perceived gaps in mental health services available in the county.

Surveys with educational information and questions were also posted on the MCBHRS Facebook page to engage more individuals, and to ensure that those who want to have a voice have an opportunity to express it.

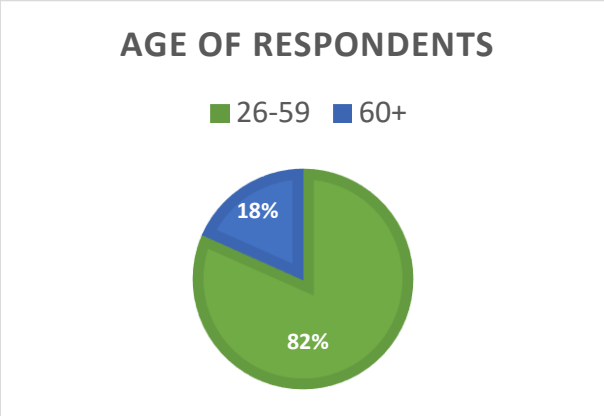
Stakeholder Group	Date
Mariposa County Behavioral Health Board	10/02/2019
MCBHRS – All Staff meeting	10/03/2019
Connections Homeless Shelter	10/09/2019
Mariposa County Sheriff's Office (Commanders only)	10/30/2019
Men's Bible Study	11/04/2019
Wellness Center	11/04/2019
Sheriff's Department (Deputies)	11/06/2019
HHSA Eligibility Unit	11/06/2019
Veterans Fair	11/08/2019
Mercy Ambulance	11/12/2019
Area 12 Agency on Aging	11/12/2019
Ethos	11/13/2019
Senior Center	11/14/2019
School Board	11/14/2019
Community Corrections Partnerships	11/15/2019
School District	11/20/2019
Living Free Initiative	11/21/2019
John C. Fremont Hospital (Senior Staff)	11/26/2019
Yosemite National Park Leadership	12/04/2019
Local Area Child Care Planning Council	12/09/2019
Posted to our Facebook Page	10/15/2019
Posted to our agencies intranet	10/16/2019
Surveys available at all HHSA lobbies and MCBHRS website	10/1/19 - 12/13/19

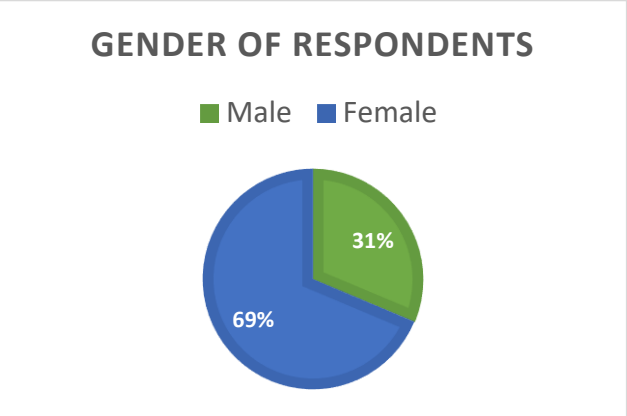
Stakeholder Description:

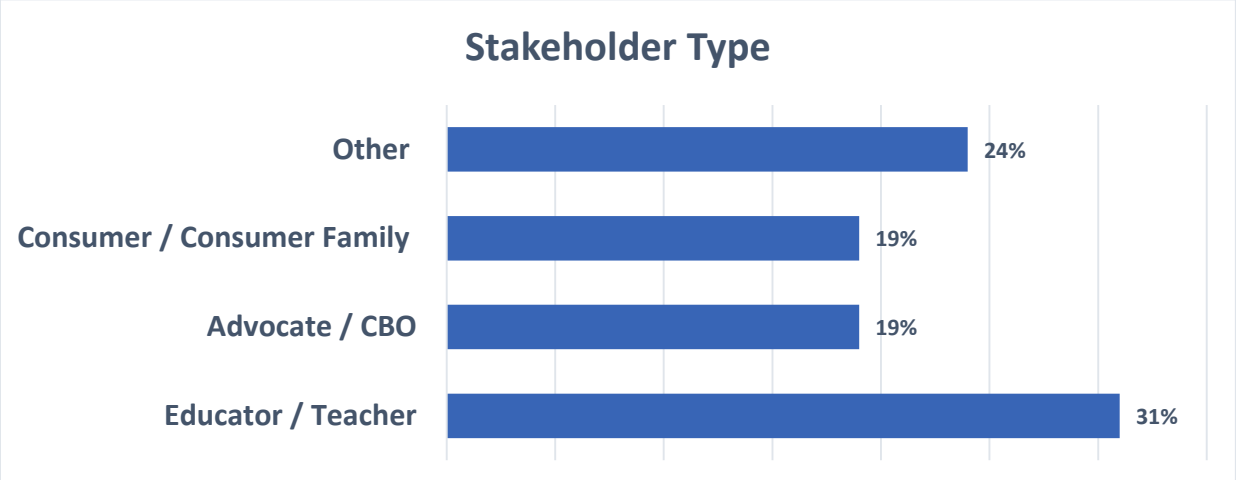
There was a total of 396 respondents to the stakeholder survey, below reflects some demographic information of the respondents. The majority of respondents were either between the 26-59 age group or in the 60+ age group. Thirty-one percent of respondents identified as male, while 69% identified as female.

In addition to the demographic information listed below, an overwhelming amount of respondents identified their primary language as being English, and 83% of respondents identified their ethnicity as being White or Caucasian similarly mirroring the county demographics.

It appears that the largest stakeholder group was comprised of educators / teachers, with 31%. Consumer / Consumer Family Member's represented 19%, and Community Based Organization / Advocates represented 19%.



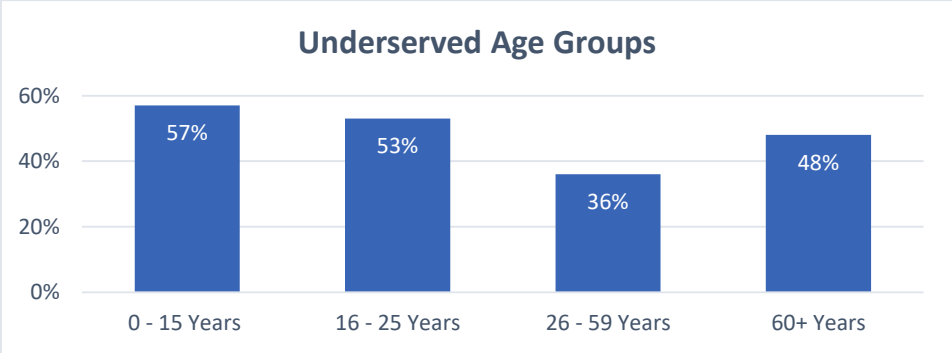




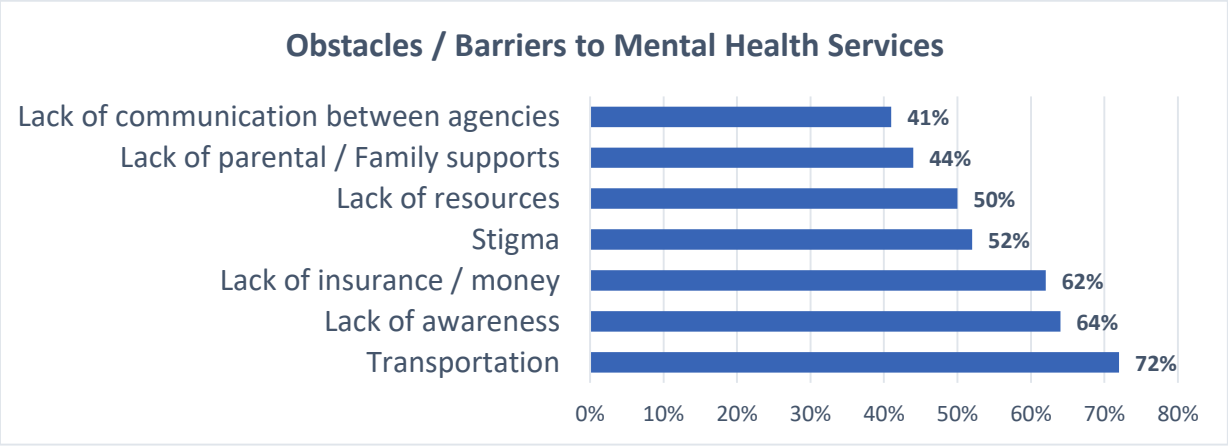
Stakeholder Results:

Stakeholders were asked which behavioral health services had been the most helpful to the community. Among the seven PEI programs currently funded, the school-based counseling program was found to be the most helpful, by 71% of the respondents. In addition, over half the respondents (53%) indicated the Crisis/TRAC team was helpful, followed closely with 45% of respondents finding the suicide prevention hotline the most helpful.

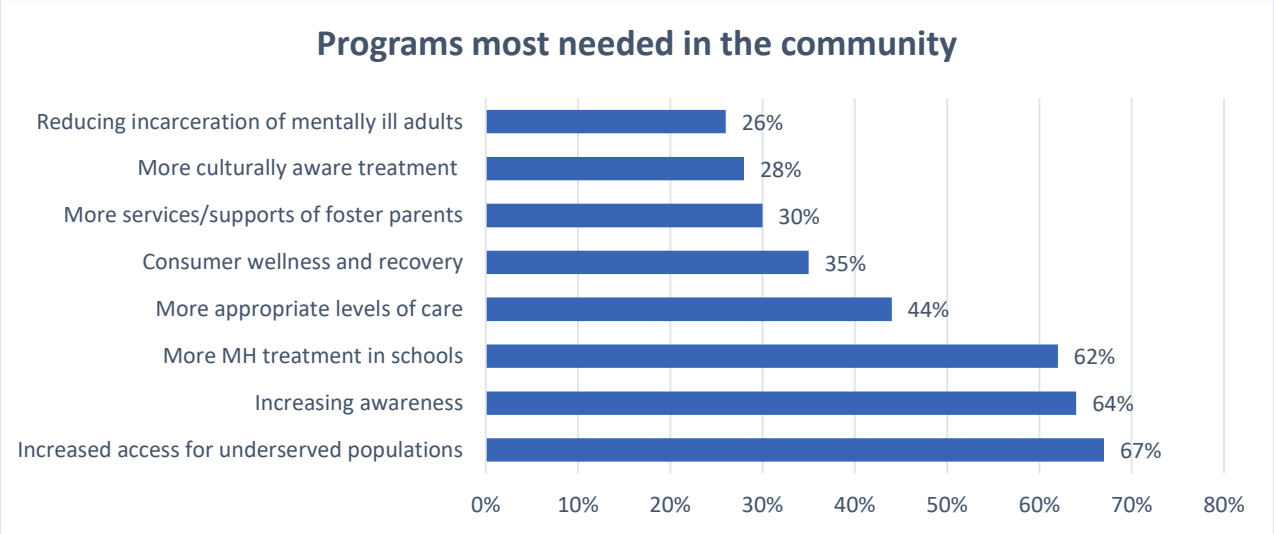
Stakeholders were asked what age groups are underserved in the community when it comes to mental health services. Fifty-Seven percent of respondents identified the 0 – 15 age group as the most underserved in the community, followed second with 53% of respondents identifying the 16-25 year age group as underserved. Thirty-six percent of respondents felt that the 26-59 year age group remains underserved, and 48% of respondents felt that the 60+ age group is underserved in the community.



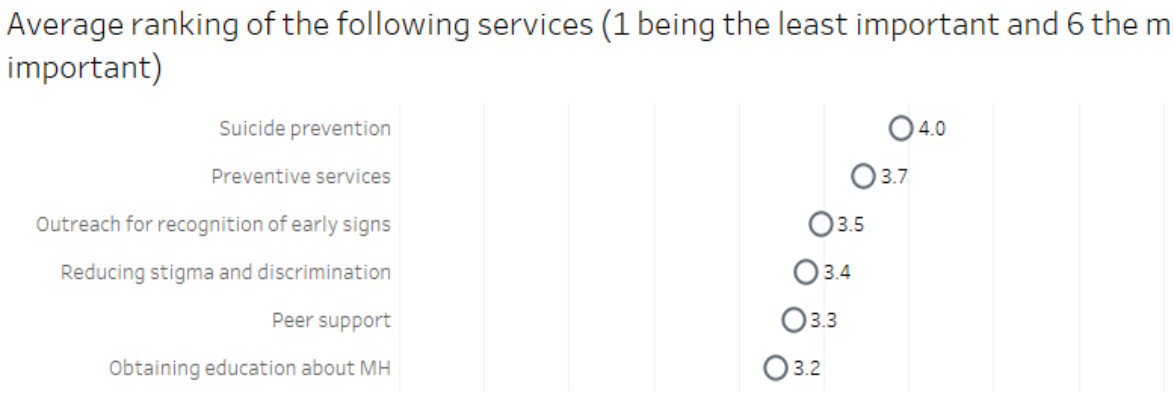
Additionally, stakeholders were asked to identify some obstacles or barriers that make it challenging to receive mental health services in the community. While all the barriers listed in the survey received considerable endorsement from respondents, the most common obstacle or barrier that the survey respondents reported was transportation (72%), followed by lack of awareness (64%), lack of insurance/money (62%), stigma (52%), and lack of resources (50%). Relatively fewer respondents reported lack of parental or family support (44%) or lack of communication between agencies (41%) as barriers against receiving mental health. *Note: The sum of percentages are bigger than 100% as respondents were allowed to choose multiple answers.*



Stakeholders were then asked what type of mental health related activities, programs, or services are most needed in the community. The top three services that were identified as a greatest need in the community were: increased access to mental health treatment for underserved populations (67%); 64% indicated a need for more information on mental health and increasing awareness; and 62% indicated a need for more mental health services in schools. *Note: The sum of percentages are bigger than 100% as respondents were allowed to choose multiple answers.*



Next, the respondents were asked to rank the services listed below by the most to least important. In the figure below, the average of the rankings was calculated and presented by service. On average, suicide prevention was considered the most important, followed closely by preventative services. Obtaining education about mental health and peer support were considered relatively less important than others on average.



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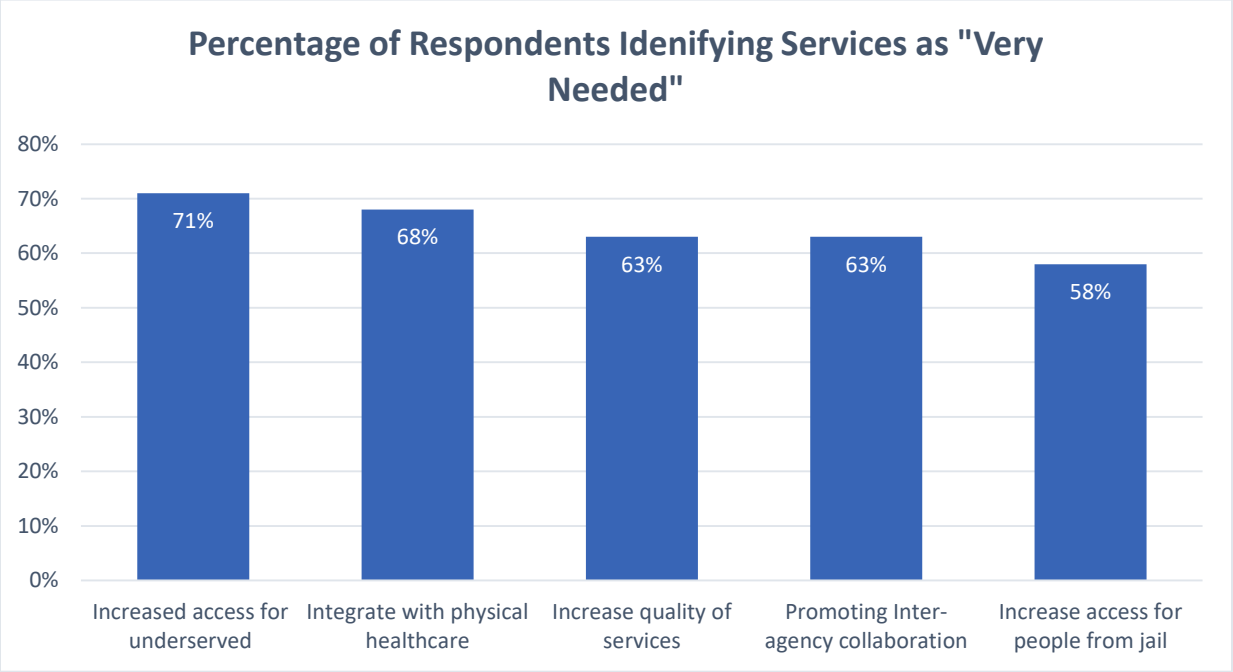
Finally, stakeholders were asked to rank the following as either not needed, somewhat needed, neutral, or very needed. Stakeholders were asked to rank the following statements:

1. Individuals released from jail need increased access to mental health service.
2. Increasing access to mental health services for underserved populations.
3. Promoting inter-agency collaboration, in terms of mental health service.
4. Increase the quality of mental health services, including measurable outcomes.
5. More integrated mental health and physical healthcare services.

The following graph summarizes the percentages of respondents who indicated each activity as very needed. Over all the majority of statements were indicated to be very important with all ranking more than 50%. Seventy-one percent of respondents felt that increased access for underserved population was the most needed, followed by 68% of respondents indicating that integration with physical healthcare is much needed. *Note: The sum of percentages are bigger than 100% as respondents were allowed to choose multiple answers.*



Substantive Comments:

- “More mental health first aid at the apartments in town. Important for everyone to know this information.”
- “More information on services the county has for dementia.”
- “More services for the homeless”
- “More secure areas at the hospital for reducing homeless exposure. Homeless showing up to admit to the hospitals at night.”
- “A North County Wellness Center.”

- “More outreach to Yosemite Park including Aramark.”
- “Expand services to park employees.”
- “Improve med clinic services in Yosemite.”
- “Wellness Center opportunities in Yosemite.”
- “Transportation.”

MHSA 2020 – 2023 Overview

This document presents the three-year MHSA plan for Mariposa County. Mariposa County received our first MHSA funds in 2005, and we have continued to cultivate and refine these programs since. Mariposa County Behavioral Health and Recovery Service's goal is to support clients in achieving wellness in as many life domains as possible. Below you will find a list of programs that are aimed at targeting community needs identified through the stakeholder process.

Community Services and Supports (CSS):

- **Full Service Partnerships (FSP)**
  - Adult's and Children's' Services
- **General System Development (GSD)**
  - Wellness Center
  - Peer Support – Wellness Center

Prevention and Early Intervention (PEI):

- **Prevention Component**
  - Yosemite National Park Counselor
- **Early Intervention Components**
  - School Services
- **Stigma Discrimination & Reduction Component**
  - Mariposa Minds Matter
- **Outreach for increasing recognition**
  - Mental Health First Aid
- **Suicide Prevention**
  - Central Valley Suicide Prevention Hotline
  - School Suicide Prevention
- **Access and Linkage Component**
  - Small County - OPT Out

Innovation (INN):

- *No current INN projects*

Workforce, Education, and Training (WET):

- *No current WET projects*

Capital Facilities / Technology (CFTN):

- *No current CFTN projects*

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Community Needs Assessment

Assessment of Mental Health Needs:

A survey, conducted as part of the 2019 Community Health Needs Assessment indicated that community members had greatest 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 underserved populations, more information about increasing awareness and more mental health treatment in the school systems. 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 two types of measures: 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 was ranked over all at a 3, indicating that this remains an important need within the community. This is also reflected throughout the stakeholder process as school aged youth was identified as the most underserved population in the county.

Mariposa County's Community Health Improvement Plan states that "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 2020-2023 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 have a profound effect on 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 that Mariposa County can improve health outcomes for its residents." Accessibility was also identified through the three-year community planning process for

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2020 -2023 MHSA plan, with 71% identifying an increase in access for underserved populations as being “very needed.”

A lack of mental health services and supports, can often times 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 lead 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.

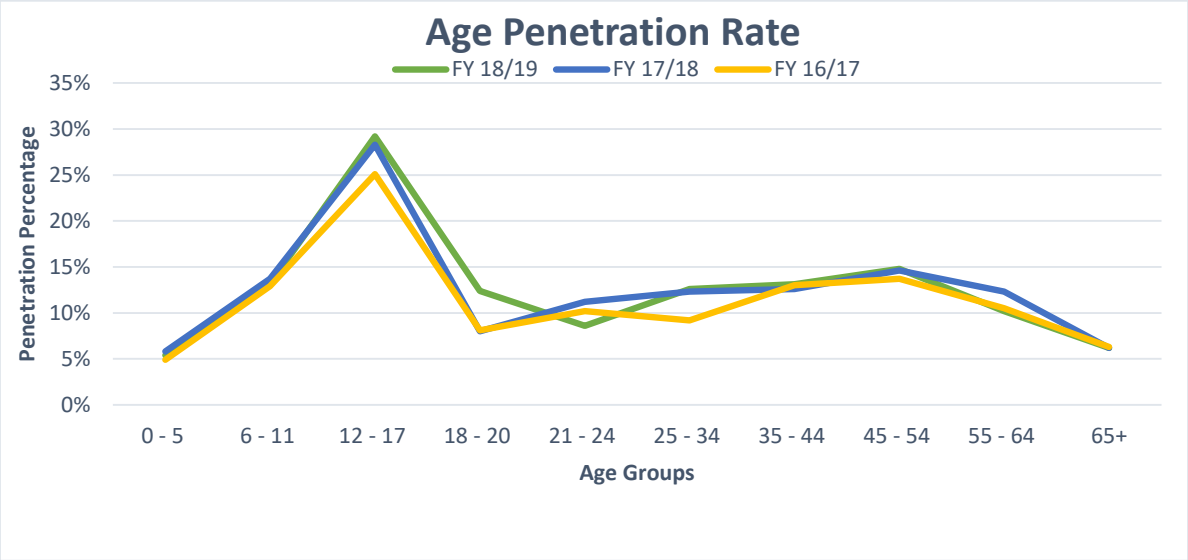
Untreated mental illness does not go away on its own; without treatment it is likely some may feel isolation, which can often times lead to instability in activities of daily living, making it difficult to live independently. When unable to live independently, the need for a higher level of care, such as a licensed 24 hour care facility, acute psychiatric hospitalization or an Institution for Mental Diseases (IMD), increases. The three main areas of concern of untreated mental illness are homelessness, hospitalization, and incarceration.

Utilization Breakdown:

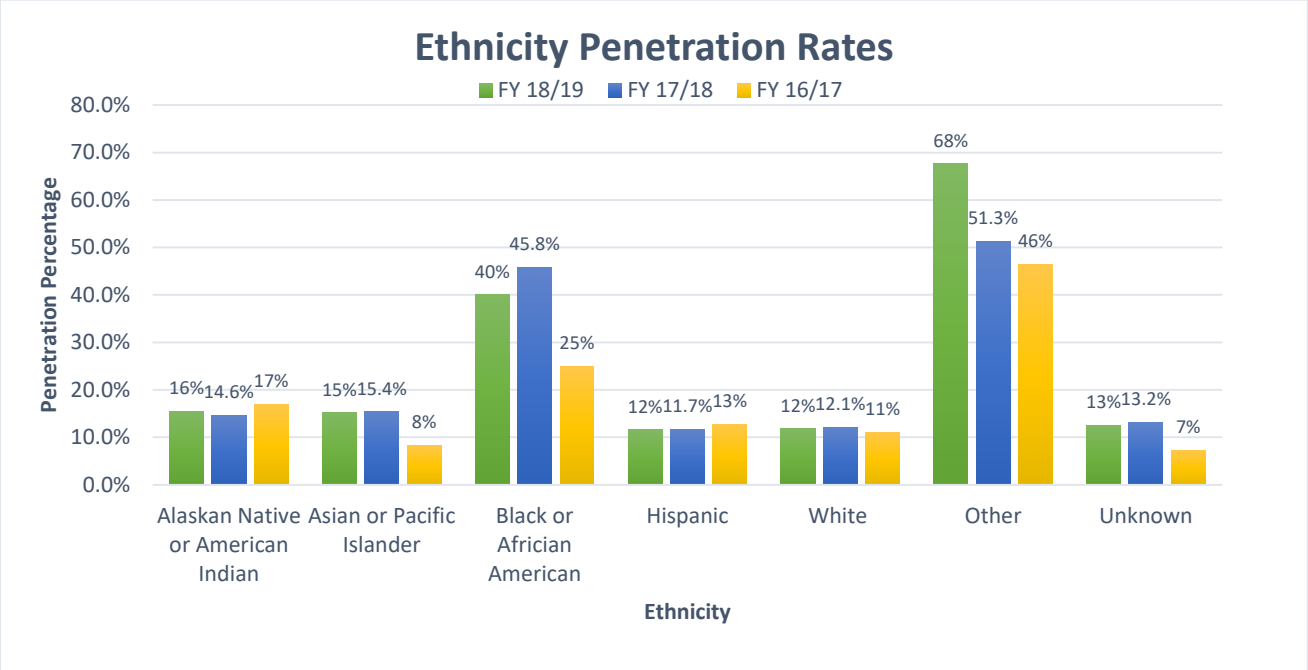
Mariposa County Behavioral Health and Recovery Services strives to make an effort to reach individuals of all ages, ethnicities, and languages. Of the total Medi-Cal population in Mariposa County, the number of people accessing services for FY 18/19 hovered around 12.5%.

This penetration data shows what percentage of the Medi-Cal eligible population received services. The data represented below is based on Mariposa County Penetration Rates for the past three fiscal years: FY 18/19, FY 17/18, and FY 16/17.

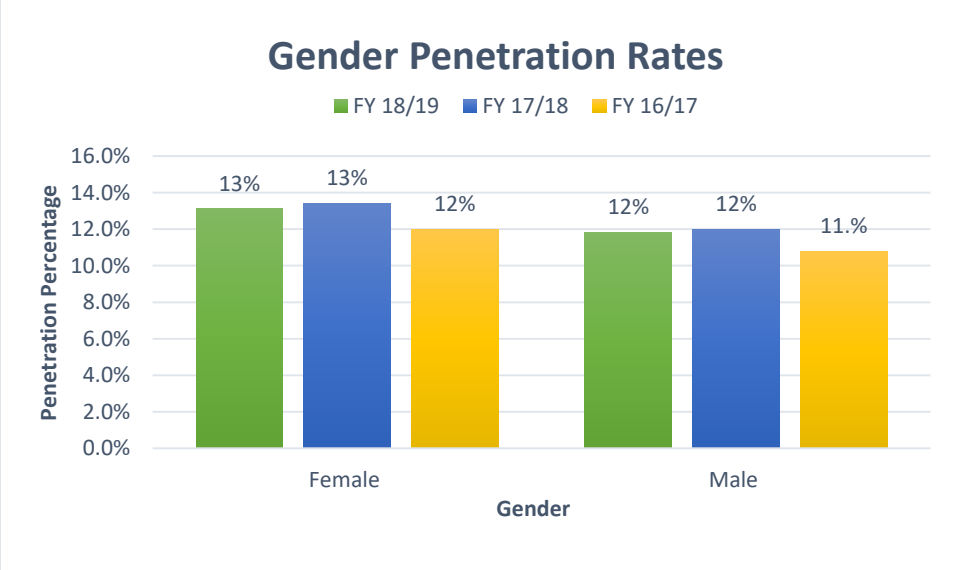
Age - Mariposa County penetration rates for fiscal year 2018/2019 demonstrates in the graph below that two lowest penetration rates are for children aged 0 – 5 and for adults over the age of 65.



Ethnicity - The graph below depicts the penetration rates for the last three fiscal years. White and Hispanic populations are the most prevalent in our county, coupled with the lowest penetration rates for FY 18/19, illustrated in the graph below, indicates these individuals are underserved.



Gender - The graph below shows that there is a slight discrepancy in the number of males reached versus women over the last three fiscal years.



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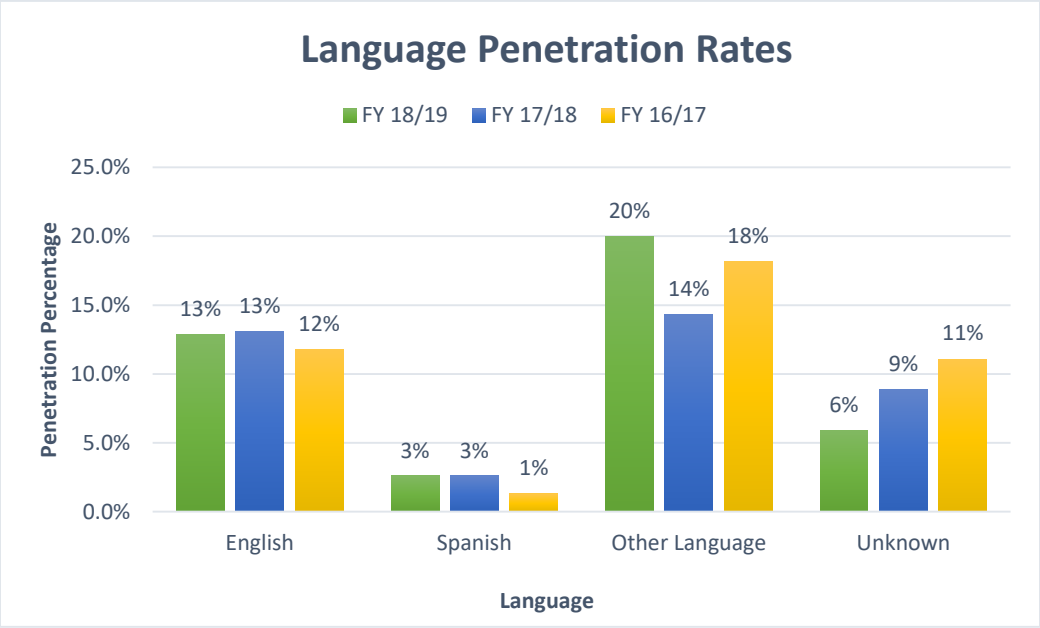
Language- The graph below indicates that the penetration rate for the Spanish speaking population remains low across three fiscal years.



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Community Services and Supports (CSS)

Fiscal Year 2020 – 2021	Fiscal Year 2021 – 2022	Fiscal Year 2022 – 2023
$ 1,405,829	$ 1,405,829	$ 1,405,829

What is Community Services and Supports?

Community Services and Supports (CSS) overarching purpose is to ensure seriously mental 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.

Proposed Programs within Community Services and Supports (CSS):

- **Full Service Partnerships (FSP's)**
  a. Adult Services
  b. Children Services
- **General Systems Development (GSD)**
  a. Wellness Center
  b. Peer Support at the Wellness Center

County's Capacity to Implement:

Based on the recent Workforce, Education, and Training (WET) assessment, several ethnic groups are appropriately represented by the current workforce, however, it appears more effort needs to be made in recruiting staff that identify 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 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 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 interpretation. MCBHRS accommodates this need by contracting with a certified ASL interpreter and a tele-interpreter language line. MCBHRS has available to all participants the tele-interpreter service that includes all languages, and staff participate in an annual training to utilize this service.

The MCBHRS Cultural Competence Committee, consisting of MCBHRS employees and community partners brings awareness of different cultures as well as identify barriers or gaps to receiving services.

One of the strengths of MCBHRS, is the career ladder within behavioral health division. A client may enter services and become employed as a Peer Support, moving on to the position of a Mental Health Assistant III through time and experience.

There are limitations to the county workforce as turnover has been an issue, in part due to the housing shortage in the county. 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 trainings & self-care trainings 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 that have been identified as hard to fill. Several MCBHRS supervisors hosted a booth at the California Marriage and Family Therapist (CMFT) training and in San Francisco in an effort to recruit more licensed staff members. One major 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 lack of client transportation in the county and the lack of stable housing. To address these issues, HHSA will be hiring staff to provide transportation to assist clients in getting to their appointments. This is also being addressed with the implementation of tele-health services to more effectively meet the need of the clients. 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 within the community to address reducing the stigma within the community.

Full Service Partnerships (FSP)

Adult's Unit

Children's Unit

Program Description:

Mariposa County Behavioral Health and Recovery Services (MCBHRS) has been building the infrastructure of the Children's Unit and 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 for staff. The goal is to continue to provide best practice services for our clients by supporting ongoing staff development.

The Full Services Partnership (FSP) program assures that clients and their families receive individualized, intensive services and supports. All ages will be served with client and family driven FSP's that are culturally responsive. The program includes the team approach for all FSP clients, brought about by the successful Innovation project on team meetings.

The Children's Unit provides mental health services aimed to reduce functional impairments in children and youth to increase a sense of empowerment, well-being, and optimism. The FSP program for youth is individually designed to fully wrap the youth in services. Therapeutic Behavioral Sciences (TBS) can be provided for short-term intensive targeted behavior modification. This is an addition to the intensive programs and if determined through the teaming approach.

A Personal Care Coordinator, (Mental Health Assistant III) will be assigned to the case and will be the youth's 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 identify supports through a collaborative approach to development of an action plan with measurable goals.

The Adult Unit will provide a variety of services to meet the needs of the clients and their families. The Adult Unit will continue to use the Adult Team Meeting (ATM) model with monthly meetings for all adult and older adult FSP clients. Strengths assessments and personal recovery plans will be developed during the ATM's to support client in reaching their goals. During these meetings, 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 psycho-education, 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 basic adult living skills and household budgeting. Case Management will support clients learning about and obtaining employment or volunteer opportunities to gain independent living skills.

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Proposed Activities:

All youth and transitional aged youth FSP participants will be provided with the array of services to best fit each child's needs, including but 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 rehab 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.

All adult and other adult FSP participants will be provided with ATM's and a variety of other services tailored to the need of the individual. These services include: intensive case management, individual rehabilitation, medication services, individual and group therapy.

ATM's will increase the coordination, direction, and organization of client service. These meetings will allow for 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. Medication services will increase clients' understanding of the risk and benefits of medication in order to make informed decisions about their care. Individual and group therapy will encourage clients in developing strategies to reduce the impacts of mental illness on their functioning.

Individuals Served:

The FSP program is expected to serve up to 30 individuals annually and this number is expected to maintain the same over the next three fiscal years.

Age Category	Percentage Served
Children aged (0 – 15)	13%
Transitional aged youth (16 – 25)	15%
Adults aged (26 – 59)	57%
Older adults aged (60+)	15%

**** Due to the extremely small numbers, the estimated number served in each age group, gender and ethnicity are presented as percentages.*

Gender	Percentage Served
Male	58%
Female	42%

Ethnicity	Percentage Served
Cuban	0%
Mexican / Mexican American	4%
Not Hispanic	92%
Other Hispanic / Latino	4%
Puerto Rican	0%

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Budget:

Children's Services is estimated to spend $436,149.00 per fiscal year. This number is estimated to remain the same over the next three fiscal years. This is funded with both MHSA funds and Medi-Cal reimbursement funds.

Adult's Services is estimated is spend $926,816.00 per fiscal year. This number is estimated to remain the same over the next three fiscal years. This is funded with both MHSA funds and Medi-Cal reimbursements funds.

**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.*

General System Development (GSD)

Wellness Center

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 participants who are 18 years and older can engage in activities provided by the Mariposa County Behavioral Health and Recovery Services (MCBHRS).

The Center provides social engagement as well as skill building activities to address daily living, job skills, budgeting, and creative expressions. Members have the opportunity to receive support, take classes, or teach a class (with permission and supervision), 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 & 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 is aimed at facilitating personal growth.

The Wellness Center is staffed by one full time Mental Health Aid with lived experience regarding mental health and wellness to serve as a role model and mentor.

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 and crafting, creative writing, and others which help to 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 in an open and nonjudgmental manner.

Individuals Served:

The Wellness Center currently serves an average of 8 individuals per day and is open Mondays, Tuesdays, and Wednesday from 1pm to 5pm. The Wellness Center has the capacity to serve 12 individuals per day.

Budget:

MCBHRS estimates spending $7,500.00 on the Wellness Center each fiscal year. This number is expected to remain the same over the next three fiscal years.

**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.*

General System Development (GSD)

Peer Support at Wellness Center

Program Description:

The Mariposa Wellness Center activities are developed and implemented by a Peer Support Partner. The Peer Support also facilitates and co-facilitates groups. As relationships build, the Peer Support can then provide support in FSP services as needed. This program was initially funded through the Workforce, Education, and Training (WET) component, and with its continued success, will continue to be funded through CSS. This has proven to be a successful venture as our Peer Supports were able to take over much of the operations of the Wellness Center and established a core group of consumers.

As part of Mariposa County's overall MHSA strategy to establish and incorporate a Peer Support team, we will encourage peers to pursue the National Mental Health America certification.

The Wellness Center is a program that serves all community members regardless of participation in mental health. The Wellness Center is open to anyone over the age of 18. The peer support aid that runs the Wellness Center can provide a wealth of knowledge and information about county mental health, facilitating referrals to mental health when necessary. This program allows for improved access to services for those who make the step toward recovery by first starting at the Wellness Center, then being encouraged to seek services at MCBHRS if needed.

Forty-two percent of respondents during the most recent (2020-2023) three year plan stakeholder surveys, found the wellness center and peer supports to be helpful to the community. MCBHRS proposes continuing this program into the next three years 2020 – 2023.

Individuals Served:

This staff member is expected to serve up to 12 individuals daily during the operation of the wellness center. The peer support position is allocated for one individual at 60% full-time equivalent.

Budget:

MCBHRS estimates spending $35,364.00 on the Peer Support position each fiscal year. This number is expected to remain the same over the next three fiscal years.

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Prevention and Early Intervention

Fiscal Year 2020 – 2021	Fiscal Year 2021 – 2022	Fiscal Year 2022 – 2023
$ 374,000	$ 374,000	$ 374,000

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 as a consequence 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 (PEI):

Early Intervention:
School Services

Prevention:
Yosemite National Park Counselor

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)
School Suicide Prevention

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.

Early Intervention

School Services – Counseling Services

Program Description:

MCBHRS proposes to fund early intervention services in the schools intended to bring about mental wellness aimed at measuring the reduction of prolonged suffering through the following programs;

After School Peer Mentoring Program – Implementation of an After-School Peer Mentoring Program aimed at educating at risk high school youth grades 10 -12 on the fundamentals of psychology and psychotherapy, then have them act as peer mentors for at risk youth grades 7-9. This peer mentoring model will aim to empower and decrease symptoms of the upper-grade level at risk youth by having them first learn the material, then take a leadership role in teaching it to the lower-grade level youth. Lower-grade level youth will benefit from this model as well, due to the fact that they will not internalize it as potentially another lecture from an authority figure, but rather from someone like them, that they can connect and relate to.

Lunch Program – Provider will offer a Lunch-Time program that would take place 2x per week. This program would include active participation and engagement through physical activities and games geared toward mental health. Staff will also help to increase awareness on the effectiveness of engagement in physical activities by inviting participants to rate their mood before and after each activity. Activities may include but are not limited to: sports (volleyball, softball, kickball), arts and crafts, board games, group games/activities.

Teacher Training – Provider will also offer teacher/staff training 4x per year. These trainings would aim to educate staff on the implementation of conflict resolution in the classroom. The goal of this training series would be identify at risk youth and surround them with support in the classroom, decreasing the number of students being sent out of class. Staff would be trained on identifying and eliminating current shame-based discipline within the classroom setting in order to decrease the frequency and intensity if emotional/behavioral symptoms in the classroom. Staff would be trained on health conflict resolution by increasing knowledge of conflict resolution skills and engaging in the training activities outlined in Hacking School Discipline: 9 Ways to Create a Culture of Empathy & Responsibility Using Restorative Justice by Nathan Maynard and Brad Weinsten. This part of the program would be geared towards teachers who do end up kicking students out of class, and would help to provide health conflict resolution and reintegration into the classroom.

Individuals Served:

The target population are students between the ages of 13-18 who have a family history of neurological, behavioral, socioeconomic and environmental challenges. Staff will

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work to identify students that fall into the high-risk category. The expected number to be served for each program are listed below.

- **After School Peer Mentoring Program –** 50 individuals each fiscal year
- **Lunch Program –** 100 individuals each fiscal year
- **Teacher Training –** 15 to 30 individuals each fiscal year

Outcomes and Indicators:

Targeted negative outcomes include, but are not limited to: anxiety, depression, ADHD, ODD, conduct disorder, anger, suicidal/homicidal ideation, and stress resulting in negative behaviors at school.

These programs will include these evidence based practices: cognitive behavioral therapy, dialectical behavioral therapy, mindfulness based stress reduction, emotional freedom technique, and non-violent communications.

After School Peer Mentoring Program and Lunch Program - The objectives of the program include, but are not limited to: learning and practicing positive ways of coping as seen by increasing knowledge of positive coping skills by 3 (from baseline); practicing journaling as seen by increasing engagement in mindful journaling engagement by 1x per week for 10 minutes (from baseline); learning and practicing relaxation techniques as seen by increasing engagement in Mindfulness Based Stress Reduction exercises by 15 minutes 1x per week (from baseline); identifying and challenging irrational thoughts and patterns of symptoms/behaviors as seen by increasing psycho-education on CBT/DBT and engaging in CBT/DBT based exercises by 20 minutes 1x per week (from baseline); learning and practicing healthy communication skills as seen by increasing psycho-education in non-violent communications (NVC) and engaging in NVC exercises by 10 minutes 1x per week (from baseline); learning and practicing self-monitoring as seen by increasing psycho-education on mindfulness based stress reduction and the mind/body connection and engaging in related exercise by 15 minutes 1x per week (from baseline); and reducing the frequency and intensity of symptoms as seen by decreasing student participant PHQ-9 and GAD-7 symptom severity scores by 1 degree in each category (from baseline) from program start date. If student participant initial reports having little to no interest in doing things nearly every day, services would aim to get their response to decrease 1 degree, shifting it to more than half the days weekly, by the next evaluation.

The program goal will be to stabilize emotional/behavioral functioning in student participants. Program activities may include, but are not limited to: psycho-education therapeutic techniques (building rapport, active listening, reflecting, holding space), psycho-education on therapeutic theory (CBT, DBT, mindfulness Based Stress Reduction, Non-Violent Communication, and Emotional Freedom Technique, psycho-education on coping skills that aim to reduce stress (mindfulness, journaling, breathing techniques, healthy communication, emotional freedom technique), interactive games related to mental health, and peer mentoring processing sessions.

The PHQ-9 and GAD-7 assessments will be administered to each program participant in the after school program 4x per year to assess for potential risk, as well as progress being made. A decrease in severity of symptoms between survey 1-2 and 2-3 and 3-4. These self-report assessments will demonstrate program effectiveness. The after-school program clinical team will meet upon completion of the survey collection to analyze data and measure effectiveness of program resources.

Teacher Training- The objectives of this training program includes decreasing frequency and intensity of emotional behavioral symptoms in the classroom by decreasing ineffective disciplinary action and replacing them with healthy conflict resolution skills. Objectives of this training would also include, learning and practicing healthy conflict resolution as seen by increasing knowledge of conflict resolution skills by 5 (from baseline).

Budget:

MCBHRS estimates spending $151,000.00 on the school services each fiscal year. This number is expected to remain the same over the next three fiscal years.

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Prevention

Yosemite National Park Counselor

Program Description:

Yosemite National Park (YNP) lies within the boundaries of Mariposa County. In 2017 the National Park Service (NPS) employed 1,200 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 little resources in the way of mental health services. This large population remains underserved. It is worth mentioning that in 2016, there were 5,217,144 visitors to Yosemite, a slight decline occurred in subsequent years due to wildfires.

MCBHRS proposes to provide a Clinician onsite to address and promote recovery within the unique community that is Yosemite. Interventions and services will include: crisis response, first responder stress, mental health issues, and groups.

This community based prevention program will provide services and interventions in an effort to reduce risk factors for developing a potentially serious mental illness and to build protective factors. The overall services provided include, but are not limited to: group therapy, therapeutic interventions, crisis response, emotional support/wellness groups, educational series, and psycho-education to those working and living in Yosemite National Park.

Proposed activities that are intended to reduce the negative 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) offered on different topics and park stressors, linkage to community resources (counseling, cal fresh, Health and Human Services Community Assistance Programs, psychiatry), and 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 the majority of mental health services are available. This creates a 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 negative outcomes that may result from untreated mental illness.

As individuals or their families are identified as being in need of further mental health services, the Clinician will provide direct access and linkage to MCBHRS or other appropriate services. This program facilitates timely access to services for this underserved population by virtue of their accessibility in the community setting. The program is designed and will be 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 in an effort to strengthen and elevate access for this underserved population. This creates a less burdensome access to mental health services. Community members would otherwise face a lack of long drive times and a lack of transportation.

Individuals Served:

This program is designed to target remote, rural, underserved, and high risk residents and employees of YNP. An estimate of 75 – 350 people will be served each fiscal year.

Outcomes and Indicators:

This program expects to decrease: staff suicide rates, unemployment, prolonged suffering, and homelessness (specifically by keeping individuals employed and connected to employee housing and their current community), by providing therapeutic and educational interventions.

The program will utilize the following evidence based practices:

- mindfulness and meditation
- non-violent communication trainings
- therapeutic modalities
    - Internal Family Systems
    - Emotional Focused Therapy
    - Cognitive Behavioral Therapy
    - Somatic Practices
    - Peer Support and Education

All individuals served by this program will be accounted for through quarterly stats. Pre/post surveys will be given to analyze the duration of symptoms.

The goal of this prevention program is to provide behavioral health interventions and education to increase emotional wellness and resilience. The program is also aimed at reducing the need for longer term counseling services, hospitalizations, or significant impairments to activities of daily living (including the ability to maintain regular employment and housing).

Budget:

MCBHRS estimates spending $50,000.00 on the YNP services each fiscal year. This number is expected to remain the same over the next three fiscal years.

**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.*

Outreach for Increasing Recognition of Early Signs

Mental Health First Aid

Program Description:

Mental Health First Aid (MHFA) is an evidence based program that MCBHRS implemented in 2014 after stakeholders identified this as 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.

The objective of this training is 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 of mental illness and increase a sense of compassion for those suffering with untreated mental illness.

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 in assisting individuals seeking treatment and promoting 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.

The design and implementation of these trainings are intended to reduce stigma and discrimination attached to seeking or receiving services by talking freely about mental wellness.

Trainings are scheduled at various locations across the county to encourage more participation at a location that is convenient for responders. An increase in 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 train 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.

Individuals Served:

MHFA instructors plan to engage with members of the community and nearby surrounding communities in order to train and educate those individuals on the signs and symptoms of mental illness. Respondents of the MHFA trainings includes, 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.

MCBHRS strives to hold 10 training sessions each year; with a minimum of 6 training sessions in a combination of courses specific to youth, adults, first responders, and specific course target populations. MCBHRS estimates that each training will have 10 participants, but require a minimum of five people for the training to take place. MCBHRS estimate serving at least 30 individuals a year.

MCBHRS will hold trainings at various locations so that more individuals are reached in a community and environment they are comfortable in.

Outcomes and Indicators:

MHFA is listed in the Substance Abuse and Mental Health Services Administration's National Registry of Evidence-based Programs and Practice.

The expected outcomes of MHFA is a comprehensive training program that increases an individual's knowledge of signs, symptoms, risk factors, protective factors, and confidence to assist someone who may be struggling.

The MHFA program uses pre/post surveys to gather information regarding comprehension, interest, and other comments for improvement. In addition, data collection will be rendered at the completion of the course identifying age, gender, ethnicity, recruitment, and lived experience. The course evaluation was developed by the MHFA training programs.

Pre/post surveys will be utilized to check in with potential responders during the training. The training team will use interactive activities during the training to answer questions and establish rapport. Staff will measure if potential responders feel more confident in recognizing signs and symptoms of mental illness at the completion of the course.

The effectiveness of this program will be demonstrated through the pre/post surveys. Effectiveness will be evident if potential respondents felt more confident responding to a mental health crisis after each training. An increase in the number of participants that are renewing their certification every three years will also indicate the effectiveness of the program. For reference, in the last fiscal year 43 out of 44 participants felt more confident in being able to respond to someone experiencing a crisis.

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.

**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.*

Stigma and Discrimination Reduction

Mariposa Minds Matter

Program Description:

Mariposa Minds Matter (MMM) is an integral part of the Behavioral Health Board (BHB). MMM is made up of members of the BHB, consumers, community based partners, and staff. Activities held throughout the year are designed to reduce stigma in our unique rural community. In 2018, the Committee renamed themselves from the 'Stigma Reduction Committee' to the 'Mariposa Minds Matter Task Force'. This program is designed to welcome community member's participation in the development of stigma and discrimination reducing activities.

MMM is a program specifically targeted to reduce stigma and discrimination by increasing awareness through: education, resources, quizzes, games, demonstrations of sound baths and aromatherapy. This program is expected to increase acceptance, dignity, and inclusion for individuals with mental illness. The intention of the program is to also encourage self-acceptance for those that may be struggling.

MMM is a project based task force, participating in several events throughout the county ranging from the annual county fair to the local farmers market. The task force will have a booth at several festivals throughout the year in an effort to generate conversations about the stigma and discrimination around mental health. Conversations about stigma (personal, social, and institutional) is a key component 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 both verbal and written educational materials on mental health and stigma reduction. Materials will include, but not limited to: an emotion wheel, children's drawing boards and mental health screenings.

Twice yearly, MMM will host community video events to feature a specific mental health diagnosis. These videos will also include a lived experience speaker and handouts.

MMM also plans to provide one booth annually in a heavily trafficked area. This booth will to provide information on mental illness, mental health and stigma reduction.

While this program will mainly consist of one-touch encounters, MMM will strive to provide access and 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; in a rural community reaching individuals can often be a challenge. 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).

Individuals Served:

300 people are expected to be served through the community events; the local fair and the farmers markets. In addition, 50 participants are expected to be served through the video presentations.

This is mainly a one-touch encounter strategy, however, give-a-ways will be offered to entice participation.

Outcomes and Indicators:

The expected outcomes 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 behavioral regarding being diagnosis 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 a the desired outcomes listed above.

Budget:

MCBHRS estimates spending $2,500.00 on the stigma reduction program each fiscal year. This number is expected to remain the same over the next three fiscal years.

**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.*

Suicide Prevention

Central Valley Suicide Prevention Hotline

Program Description:

The Central Valley Suicide Prevention Hotline (CVSPH) took their first call on January 17, 2013. The hotline operated on a limited basis five days a week for twelve hours each day. 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 that are participating in the program. It serves as the counties 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 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.

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 nondiscriminatory.

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 by 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.

Budget:

MCBHRS estimates spending $7,411.00 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.

**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.*

Suicide Prevention

School Suicide Prevention

Program Description:

School aged youth was identified as one of the most underserved population in Mariposa County. Suicide prevention was identified as one of the most needed programs through the three year planning and stakeholder process.

MCBHRS proposes funding a school based suicide prevention program that targets school aged youth. This program is intended to provide youth with education on the signs and symptoms of suicide and to provide crisis intervention if and when necessary.

This program will primarily consist of educational groups on suicide prevention, however a more targeted intervention may be utilized on a case by case basis.

Individuals Served:

This program is expected to serve approximate 50 individuals per fiscal year.

Outcomes and Indicators:

The expected outcome of this program is to engage youth in conversations about suicide in an effort to provide education and information. The program will be targeted educational groups held in the school setting.

The program will measure a change in attitude, beliefs, behaviors and knowledge about suicide in several manners. For educational groups a pre/post survey or screening will be utilized to assess for any changes in beliefs or knowledge after the groups. For more targeted crisis interventions a screening tool will be utilized to measure the number of individuals that were successfully de-escalated after intervention as opposed to those that required a higher level of care or hospitalization.

Budget:

MCBHRS estimates spending $40,000 on the school based suicide prevention program each fiscal year. This number is expected to remain the same over the next three fiscal years.

**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.*

Attachment: FINAL MHSA 3 Year Plan (2020 - 2023) & PEI Report (2018-2019) Website (RES-2022-222 : Approval of Amendment to MHSA 3-Year

Access and Linkage

Opt Out

Each project listed above in the PEI component facilitate and ensure access and linkage to services. As such, MCBHRS has decided to opt 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.

Innovation

Fiscal Year 2020 – 2021	Fiscal Year 2021 – 2022	Fiscal Year 2022 – 2023
$	$	$

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.

Proposed Programs within Innovation (INN):

- *None – Projects are currently in draft*

Community Planning Process:

MCBHRS currently does not have any active Innovation Projects.

MCBHRS is currently working on utilizing stakeholder results from this three year plan to draft a proposal for an Innovative Project. 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.

Three- Year Plan (2020 – 2023):

MCBHRS Innovation plan will be finalized in the 20/21 fiscal year. The selected primary purpose and the reasons that the primary purpose is the priority of the county will be included in the innovation plan prior to submission.

MCBHRS will submit the final Innovation Plan and budget to the Mental Health Services Oversight and Accountability Commission (MHSOAC) for final approval in the 20/21 fiscal year.

If the plan is approved by the MHSOAC, MCBHRS will ensure that all phases of the Innovation project includes meaningful stakeholder involvement. Stakeholders will also be included in the evaluation of the Innovation project, and the decision regarding whether to continue the Innovation project, or elements of the project without Innovation funds.

Any Innovation projects will be consistent with all relevant MHSA regulations and standards.

Workforce Education and Training

Fiscal Year 2020 – 2021	Fiscal Year 2021 – 2022	Fiscal Year 2022 – 2023
$	$	$

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.

Proposed Programs within Workforce, Education and Training (WET):

- There is currently no funding for WET

Workforce Needs Assessment:

(See full WET Assessment – Appendix)

MCBHRS conducted a WET assessment in January 2020 to determine current workforce shortages and identify hard to fill positions. 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.

Comparability of workforce, by ethnicity, to population receiving public mental health services:

	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%

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 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.

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.

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.

Capital Facilities and Technology Needs (CFTN)

Fiscal Year 2020 – 2021	Fiscal Year 2021 – 2022	Fiscal Year 2022 – 2023
$	$	$

Proposed Programs within Capital Facilities and Technology Needs (CFTN):

- MCBHRS expended all of these one-time funds.

Attachment: FINAL MHSA 3 Year Plan (2020 - 2023) & PEI Report (2018-2019) Website (RES-2022-222 : Approval of Amendment to MHSA 3-Year

Expenditure Plan

Funding Summary

County: Mariposa Date: 4/21/20

	Fiscal Year 2020/21					
	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 2020/21 Funding						
1. Estimated Unspent Funds from Prior Fiscal Years	0	0	0	0	0	
2. Estimated New FY2020/21 Funding	1,405,829	374,000	90,125			
3. Transfer in FY2020/21a/	0					
4. Access Local Prudent Reserve in FY2020/21	0	0				0
5. Estimated Available Funding for FY2020/21	1,405,829	374,000	90,125	0	0	
B. Estimated FY2020/21 MHSA Expenditures	1,405,829	374,000	0	0	0	
C. Estimated FY2021/22 Funding						
1. Estimated Unspent Funds from Prior Fiscal Years	0	0	90,125	0	0	
2. Estimated New FY2021/22 Funding	1,405,829	374,000	90,125			
3. Transfer in FY2021/22a/	0					
4. Access Local Prudent Reserve in FY2021/22	0	0				0
5. Estimated Available Funding for FY2021/22	1,405,829	374,000	180,249	0	0	
D. Estimated FY2021/22 Expenditures	1,405,829	374,000	0	0	0	
E. Estimated FY2022/23 Funding						
1. Estimated Unspent Funds from Prior Fiscal Years	0	0	180,249	0	0	
2. Estimated New FY2022/23 Funding	1,405,829	374,000	86,328			
3. Transfer in FY2022/23a/	0					
4. Access Local Prudent Reserve in FY2022/23	0	0				0
5. Estimated Available Funding for FY2022/23	1,405,829	374,000	266,577	0	0	
F. Estimated FY2022/23 Expenditures	1,405,829	374,000	0	0	0	
G. Estimated FY2022/23 Unspent Fund Balance	0	0	266,577	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 2020/21	0
3. Distributions from the Local Prudent Reserve in FY 2020/21	0
4. Estimated Local Prudent Reserve Balance on June 30, 2015	0
5. Contributions to the Local Prudent Reserve in FY 2021/22	0
6. Distributions from the Local Prudent Reserve in FY 2021/22	0
7. Estimated Local Prudent Reserve Balance on June 30, 2016	0
8. Contributions to the Local Prudent Reserve in FY 2022/23	0
9. Distributions from the Local Prudent Reserve in FY 2022/23	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.

Attachment: FINAL MHSA 3 Year Plan (2020 - 2023) & PEI Report (2018-2019) Website (RES-2022-222 : Approval of Amendment to MHSA 3-Year Plan)

FY 2020-21 Through FY 2022-23 Three-Year Mental Health Services Act Expenditure Plan
Community Services and Supports (CSS) Component Worksheet

County: Mariposa Date: 4/21/20

Fiscal Year 2020/21

	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	518,961	436,149	82,812			
2. Adult	1,066,315	926,816	139,498			
3.	0					
4.	0					
5.	0					
Non-FSP Programs						
1. Wellness Center - GSD	7,500	7,500				
2. Peer Support - Wellness Center - GSD	35,364	35,364				
3.	0					
4.	0					
5.	0					
CSS Administration	0					
CSS MHSA Housing Program Assigned Funds	0					
Total CSS Program Estimated Expenditures	1,628,139	1,405,829	222,311	0	0	0
FSP Programs as Percent of Total	112.8%					

Fiscal Year 2021/22

	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	518,961	436,149	82,812			
2. Adult	1,066,315	926,816	139,498			
3.	0					
4.	0					
5.	0					
Non-FSP Programs						
1. Wellness Center - GSD	7,500	7,500				
2. Peer Support - Wellness Center - GSD	35,364	35,364				
3.	0					
4.	0					
5.	0					
CSS Administration	0					
CSS MHSA Housing Program Assigned Funds	0					
Total CSS Program Estimated Expenditures	1,628,139	1,405,829	222,311	0	0	0
FSP Programs as Percent of Total	112.8%					

Fiscal Year 2022/23

	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	518,961	436,149	82,812			
2. Adult	1,066,315	926,816	139,498			
3.	0					
4.	0					
5.	0					
Non-FSP Programs						
1. Wellness Center - GSD	7,500	7,500				
2. Peer Support - Wellness Center - GSD	35,364	35,364				
3.	0					
4.	0					
5.	0					
CSS Administration	0					
CSS MHSA Housing Program Assigned Funds	0					
Total CSS Program Estimated Expenditures	1,628,139	1,405,829	222,311	0	0	0
FSP Programs as Percent of Total	112.8%					

Attachment: FINAL MHSA 3 Year Plan (2020 - 2023) & PEI Report (2018-2019) Website (RES-2022-222 : Approval of Amendment to MHSA 3-Year Plan)

FY 2020-21 Through FY 2022-23 Three-Year Mental Health Services Act Expenditure Plan
Prevention and Early Intervention (PEI) Component Worksheet

County: Mariposa Date: 4/21/20

Fiscal Year 2020/21

		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 -	**Mariposa Program**						
	1. Existing operating expenses	113,089	113,089	0	0	0	0
Outreach for Increasing Recognition	2. MH First Aid	10,000	10,000	0	0	0	0
Early Intervention	3. School Services	151,000	151,000	0	0	0	0
Stigma and Discrimination Reduction	4. Stigma Reduction Activities	2,500	2,500	0	0	0	0
Suicide Prevention	5. Central Valley Suicide Prevention Hotline	7,411	7,411	0	0	0	0
Prevention	6. YNP Services	50,000	50,000	0	0	0	0
Suicide Prevention	7. School Suicide Prevention	40,000	40,000				
		0					
		0					
		0					
PEI Administration		0					
PEI Assigned Funds		0					
Total PEI Program Estimated Expenditures		374,000	374,000	0	0	0	0

Fiscal Year 2021/22

		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 -	**Mariposa Program**						
	1. Existing operating expenses	113,089	113,089	0	0	0	0
Outreach for Increasing Recognition	2. MH First Aid	10,000	10,000	0	0	0	0
Early Intervention	3. School Services	151,000	151,000	0	0	0	0
Stigma and Discrimination Reduction	4. Stigma Reduction Activities	2,500	2,500	0	0	0	0
Suicide Prevention	5. Central Valley Suicide Prevention Hotline	7,411	7,411	0	0	0	0
Prevention	6. YNP Services	50,000	50,000	0	0	0	0
Suicide Prevention	7. School Suicide Prevention	40,000	40,000				
		0					
		0					
		0					
PEI Administration		0					
PEI Assigned Funds		0					
Total PEI Program Estimated Expenditures		374,000	374,000	0	0	0	0

Fiscal Year 2022/23

		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 -	**Mariposa Program**						
	1. Existing operating expenses	113,089	113,089	0	0	0	0
Outreach for Increasing Recognition	2. MH First Aid	10,000	10,000	0	0	0	0
Early Intervention	3. School Services	151,000	151,000	0	0	0	0
Stigma and Discrimination Reduction	4. Stigma Reduction Activities	2,500	2,500	0	0	0	0
Suicide Prevention	5. Central Valley Suicide Prevention Hotline	7,411	7,411	0	0	0	0
Prevention	6. YNP Services	50,000	50,000	0	0	0	0
Suicide Prevention	7. School Suicide Prevention	40,000	40,000				
		0					
		0					
		0					
PEI Administration		0					
PEI Assigned Funds		0					
Total PEI Program Estimated Expenditures		374,000	374,000	0	0	0	0

Attachment: FINAL MHSA 3 Year Plan (2020 - 2023) & PEI Report (2018-2019) Website (RES-2022-222 : Approval of Amendment to MHSA 3-Year Plan)

FY 2020-21 Through FY 2022-23 Three-Year Mental Health Services Act Expenditure Plan
Innovations (INN) Component Worksheet

County: Mariposa Date: 4/21/20

Fiscal Year 2020/21

	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						
(new plan TBD)	0	0	0	0	0	0
2.	0					
3.	0					
4.	0					
5.	0					
INN Administration	0					
Total INN Program Estimated Expenditures	0	0	0	0	0	0

Fiscal Year 2021/22

	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. (new plan TBD)	0	0	0	0	0	0
2.	0					
3.	0					
4.	0					
5.	0					
INN Administration	0					
Total INN Program Estimated Expenditures	0	0	0	0	0	0

Fiscal Year 2022/23

	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. (new plan TBD)	0	0	0	0	0	0
2.	0					
3.	0					
4.	0					
5.	0					
INN Administration	0					
Total INN Program Estimated Expenditures	0	0	0	0	0	0

Attachment: FINAL MHSA 3 Year Plan (2020 - 2023) & PEI Report (2018-2019) Website (RES-2022-222 : Approval of Amendment to MHSA 3-Year Plan)

FY 2020-21 Through FY 2022-23 Three-Year Mental Health Services Act Expenditure Plan
Workforce, Education and Training (WET) Component Worksheet

County: Mariposa Date: 4/21/20

Fiscal Year 2020/21

	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 Prograr	0	0				
4. Residency and Internship Programs	0	0				
5. Financial Incentive Programs	0	0				
6.	0					
WET Administration	0	0				
Total WET Program Estimated Expenditures	0	0	0	0	0	0

Fiscal Year 2021/22

	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					
3. Mental Health Career Pathways Prograr	0					
4. Residency and Internship Programs	0	0				
5. Financial Incentive Programs	0					
6.	0					
WET Administration	0					
Total WET Program Estimated Expenditures	0	0	0	0	0	0

Fiscal Year 2022/23

	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					
3. Mental Health Career Pathways Prograr	0					
4. Residency and Internship Programs	0	0				
5. Financial Incentive Programs	0					
6.	0					
WET Administration	0					
Total WET Program Estimated Expenditures	0	0	0	0	0	0

Attachment: FINAL MHSA 3 Year Plan (2020 - 2023) & PEI Report (2018-2019) Website (RES-2022-222 : Approval of Amendment to MHSA 3-Year Plan)

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: 4/29/19

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.	0	0	0	0	0	0
2.	0	0	0	0	0	0
3.	0					
CFTN Programs - Technological Needs Projects						
1.	0					
2.	0					
3.	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.	0	0	0	0	0	0
2.	0	0	0	0	0	0
3.	0					
CFTN Programs - Technological Needs Projects						
1.	0					
2.	0					
3.	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.	0	0	0	0	0	0
2.	0	0	0	0	0	0
3.	0					
CFTN Programs - Technological Needs Projects						
1.	0					
2.	0					
3.	0					
CFTN Administration	0					
Total CFTN Program Estimated Expenditures	0	0	0	0	0	0

Attachment: FINAL MHSA 3 Year Plan (2020 - 2023) & PEI Report (2018-2019) Website (RES-2022-222 : Approval of Amendment to MHSA 3-Year Plan)

Mariposa County Prevention and Early Intervention Program Evaluation Report (2018 – 2019 Fiscal Year)

Attachment: FINAL MHSA 3 Year Plan (2020 - 2023) & PEI Report (2018-2019) Website (RES-2022-222 : Approval of Amendment to MHSA 3-Year

PEI Report

Overview:

Mariposa County's Behavioral Health and Recovery Services (MCBHRS) Prevention and Early Intervention (PEI) Annual Program and Evaluation Report presents summaries and analyses of the seven PEI projects active during the FY 18/19.

PEI is designed to engage individuals and prevent mental illness from becoming severe and disabling, and 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. **Yosemite National Park (YNP):** This early intervention 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.

2. **School Counselors:** Stakeholders identified a need for additional counselors within the school system. School aged youth are identified as a disparity in our county leading to the direct approach of funding additional counselors for students in our county. School counselors provide youth to youth mentoring, social support groups, resilience curriculum, individual counseling, crisis intervention, conflict resolution, assistance and support with anti-bullying curriculum, and youth lead stigma reduction activities. The design and implementation of the activities is in the school setting thus reducing the stigma and discrimination attached to seeking or receiving services.

3. **Drop In Center:** Mariposa Heritage House (MHH) is a safe, healthy, clean and sober support center reaching out to adults and their families, seeking to change their lives. The Drop in Center was established for homeless and the underserved populations. MHH provides referrals and linkage to community supports and services as well as access to shower facilities, a kitchen, and group rooms seven days a week (8am – 7pm). This component reduces stigma and discrimination by serving people in an environment in which they are comfortable, such as the Drop In Center.

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4. **Crisis/Triage Response Assess Crisis (TRAC) Team:** This team connects early in onset, children with emotional disturbance, and adult/older adults with serious mental illness, to medically necessary care and treatment. This is accomplished through the 24/7 TRAC team and a 5-day a week warm line. Additionally the team does outreach in the community including the local Drop in Center and schools. All of these activities touch the underserved populations in our community, especially those in generational poverty, a population identified in the 2015 Mariposa County Needs Assessments. The program reduces stigma and discrimination by serving people in an environment in which they are comfortable, such as the Wellness Center, the Drop-in Center, schools, and other community locations.

5. **Mental Health First Aid:** This evidence based program provides outreach for increasing recognition of early signs of mental illness and embodies the ideals set forth within PEI. This program engages and trains first responders to recognize and respond effectively to early signs of mental illness. The trainings are held in locations convenient for community members, community partners, consumers and family members. This program focuses on bringing about recovery, wellness, and resilience.

6. **Stigma Reduction Task Force:** The 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. In 2018, the Committee renamed themselves – Mariposa County Minds Matter Task Force. This component is designed to welcome community member's participation in the development of stigma and discrimination reducing activities.

7. **Central Valley Suicide Prevention Hotline (CVSPH):** In collaboration with this hotline, trainings are provided to MCBHRS staff and community. CVSPH is 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 are reduced by the anonymity of each phone call. This evidence based practice reduces suicide by the accessibility of a local hotline, providing timely access to services, and access and linkages 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

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selected as a result 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.

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Early Intervention

Yosemite National Park Counselor

Years Active: 2018 – Current **Unduplicated Individuals Served:** 142

Yosemite National Park (YNP) lies within the boundaries of Mariposa County. In 2017 the National Park Service (NPS) employed 1,200 individuals in the summer and 800 individuals in the winder. The concessionaire within YNP employs a significant number of employees both seasonally and annually as well. This large population remains underserved. Geographically isolated and remote, YNP has limited resources in the way of mental health services. It is worth mentioning that in 2016, there were 5,217,144 visitors to Yosemite.

NPS and the concessionaire reached out to MCBHRS for assistance with mental health services within the YNP community as there was an increase in the employee suicide rate. MCBHRS provided a clinician onsite to address and promote recovery within the unique community that is YNP.

This community based Early Intervention Program will provide services and interventions to address and promote recovery and related functional outcomes for mental illness in early emergence by providing the following counseling and support activities:

- Individual Counseling
- Wellness Groups
- Crisis intervention
- Early intervention and Linkage to Services
- Education for Families and Employers

Yosemite National Park is an hour and a half from the township of Mariposa, where the majority of mental health services are available; creating a burdensome access to mental health system. Providing the above-mentioned services and activities within the boundaries of YNP, greatly enhances access and availability to services that would reduce negative outcomes that may result from untreated mental illness.

As individuals or their families are identified as being in need of further mental health services, the clinician will provide direct access and linkage to MCBHRS or other appropriate services. This program facilitates timely access to services for this underserved population by virtue of their accessibility in the community setting. By talking openly about mental wellness in the community setting, the program design reduces stigma.

Method of Collection: Pre and post surveys were administered through some wellness groups, and sign in sheets.

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Data Collection Period: Quarterly reports were submitted on the last day of January, April, July, and October.

Expected Outcomes: Our expected outcome for this program was to provide early intervention to a remote population of individuals that often remain untreated. This program is also expected to promote timely access to services, access, and linkage by referring individuals when identified as having that need

Outcomes:

Evaluation Indicators	Unduplicated Outcomes	Duplicate Outcomes
Reduction in prolonged suffering resulting from untreated mental illness – the number of individuals referred to mental health services.	18	N/A
Reduction in prolonged suffering by improved mental, emotional, and relational functioning – The number of individuals supported with education for families or employers.	12	N/A
Reduction in prolonged suffering by improved mental, emotional and relational functioning – the number of individuals receiving crisis intervention / conflict resolutions.	19	52
Reduction in prolonged suffering by improved mental, emotional, and relational functioning – The number of individuals served in wellness groups or workshops with improved recovery and related functioning outcomes as shown in pre/post surveys.	N/A	282
The number of individuals who received individual counseling.	93	604

Results and Analysis:

Yosemite National Park is an isolated area with limited resources when it comes to mental health. A Licensed Professional Clinical Counselor provided early interventions to a population that often remains untreated. Throughout the 2018/2019 fiscal year, the Clinician held two Fire Crisis Debrief sessions after several fires directly affected the employees and residents of the park. Due to the nature of these groups, sign in sheets were not captured during this emergency, so the unduplicated numbers could be misrepresented.

The park also suffered a few employee related suicides in the past fiscal year leading the Clinician to hold two employee suicide support groups to address and promote recovery within this isolated population.

YNP experienced a government shutdown during this fiscal year, leaving many employees without work. The shutdown, coupled with considerable isolation, led to the Clinician coordinating several government shutdown support groups to support employees during this time of heightened anxiety.

Among the groups listed above, the Clinician held the following interventions throughout the fiscal year:

- 4 Mindfulness trainings
- 1 Environmental Learning Collective Speaker
- 7 Emotional Intelligence Groups
- 1 Nature Bridge Resiliency Talk
- 1 NPS Mental Health Awareness Talk

The clinician provided a valuable and important service to the incredibly isolated YNP. Over 142 unduplicated individuals were served in any capacity and 18 individuals were identified as needing to be referred to ongoing mental health services. This is 18 individuals that may have remained underserved or unserved.

There were some overall challenges with the implementation of this program at the beginning, not all demographics and sign in sheets were captured. Overall demographic data could be misrepresented.

Prevention and Early Intervention

School District

Years Active: 2014 – Current **Unduplicated Individuals Served:** 635

In 2014, MCBHRS explored how to increase our ability to prevent mental illness amongst children and youth. MCBHRS had conversations with the Mariposa Unified School District surrounding the lack of counseling/support capacity within the elementary schools. At that time the District had only one full-time counselor between 6 elementary schools. This limited capacity made it difficult for the District to detect early warning signs of mental illness and even more difficult to provide support for children and families.

Although data indicated an increase in all areas of service for elementary age children, it became evident from stakeholder feedback and discussions with the District that another counselor was needed in the elementary schools. One counselors was serving 4 schools that are geographically spread out; necessitating long commutes between sites and a decreased overall ability to serve children and families. The feedback and discussions indicated that this population age group is underserved.

Feedback from youth stakeholders and discussions with the School District indicated that a mental health counselor was needed to serve the high school-age population. The feedback and discussions indicated that this population age group was also underserved.

Early in the 2017/18 school year, the local charter school reached out to MCBHRS to request PEI services at their site. The school receives some support from the school district special education department, but their needs exceeded the support available. MCBHRS, with stakeholder agreement, began serving the school in the spring of 2018.

MCBHRS funded 5.5 FTE school counselors for school aged youth, to provide services and interventions to address and promote recovery and related functional outcomes for mental illness in early emergence along with reducing risk factors and building protective factors.

This fiscal year (2018/19), the school district implemented the 'Signs of Suicide (SOS)' program district wide. All 7th – 12th grade students were exposed to a classroom presentation provided by a counselor, helping students identify whether they or a friend were at risk for suicide or struggling with depression. Feedback from staff and students was overall positive. This program successfully allowed staff to identify at risk students and refer them for treatment.

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New this fiscal year, and to be fully implemented next year, is the Ripple Effect Program. All counselors and administrators were trained in the spring to use this online program with students. This program is personalized, trauma informed, evidence based interventions. Ripple Effects can be used as part of any intervention.

Method of Collection: Sign in sheets, and data from electronic health record. MCBHRS will continue to encourage and support counselors to utilize pre and post surveys for groups, however this proved to be a challenge for schools with constant staff turnover. The school district has assured us that this will be overcome in the next reporting period. See appendixes for reporting forms for this program.

Data Collection Period: The school district reports at the end of each semester (twice annually)

Expected Outcomes: Increased access and linkage to services for school aged youth and family member

Outcomes:

Evaluation Indicators	Outcomes
Reduction in prolonged suffering resulting from untreated mental illness – the number of individuals referred to mental health services.	57
Reduction in prolonged suffering by improved mental, emotional, and relational functioning – The number of students linked to SST, 504, IEP, SARB or other services such as foster youth/homelessness programs.	238
Reduction in prolonged suffering by improved mental, emotional and relational functioning – the number of students receiving crisis intervention / threat assessments	202
Reduction in prolonged suffering by improved mental, emotional, and relational functioning – The number of student with improved social-emotional functioning as indicated by participation in programs.	82

Results and Analysis:

The data above reflects a combination of data from the elementary school, the high school and the charter school.

The sheer volume of students that have been involved in this PEI program displays the continued successful efforts to build protective factor amongst Mariposa's youth.

While the overall unduplicated amount of students served this fiscal year was on average lower than the previous years, the number of individuals that were linked to SST, 504, IEP, SARB and other services for youth has almost doubled from the previous year, speaking to the continued success of this program.

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While the program is an overall success, one area of improvement that is needed, is in administering pre and post surveys for the groups offered. Next fiscal year, pre and post surveys will be one of the goals of the program.

Below is a list of groups offered within the school district

- Girls Rock
- Friendship Group
- Boys Rule! Conflict Resolution
- Family Trauma
- Hospitalization of the Father
- Adolescent Girls Friendship Group
- Zone of Regulation Group
- School Anxiety
- Conflict Resolution
- Peer Mentor
- Healthy Relationships
- Classroom intervention on bullying
- Making Friends
- Communication
- Anger Management
- Self Esteem
- Anxiety Group
- Emotion Support Group
- Relaxation Group
- Social Skills Group
- Life Management
- Mindfulness
- Natural Helpers
- Stress Management
- Friends Rock
- Self-Control / Empathy
- Controlling emotions and impulses
- Protégés
- Life skill club
- Interpersonal relationships skills
- Intervention Group
- Peer relationships and anxiety
- School is a breeze group
- Time management

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Timely Access to Services for Underserved Populations

Drop in Center

Years Active: 2015 – Current **Unduplicated Individuals Served:**

In 2015 MCBHRS contracted with the Alliance for Community Transformations, a Community Based Organization (CBO), to operate a Wellness Center partially funded through MHSA funds. Our community environment has changed along with the population served through this program. In conversation with Alliance and through feedback from our stakeholder's process, we felt that outreach and engagement of our unserved and underserved population would be best served through shifting this program to a drop-in center. This has proven to be a good partnership as Alliance staff members are leads in our Stigma Reduction Task Force, Mariposa Minds Matter (MMM) and includes the region's Access Ambassador. Staff are excellent at building relationships and outreach to unserved and underserved population.

Method of Collection: Sign in sheets and spreadsheets. See appendixes for reporting forms for this program.

Data Collection Period: Quarterly reports submitted on the last day of January, April, July, and October.

Expected Outcomes: Our expected outcome for this community based practice is improved timely access to services for underserved populations who need mental health services.

Outcomes:

Evaluation Indicators	Outcomes
The number of individuals referred to treatment beyond early onset	56
The number of individuals that engaged	50
The average interval between referral and engagement	6.5 days
The number of homeless individuals served	164

Results & Analysis: This population of individuals has always been difficult for MCBHRS to engage in services. This program speaks to the success they have experienced in not only engaging this hard to reach population, but also encouraging and supporting these individual's to seek mental health treatment. This is evident in the number of individuals that not only were referred to services, but also engaged in services after the referral.

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Description of ways the program encouraged access to services and follow through on referrals: The program continues to adapt services to meet the needs of the consumers and encourages access through building relationships, offering incentives, case management, and matching need to services. The program continues to assess needs of clients through engagement and feedback, adapt or create groups to respond to the needs, provide incentives, conduct outreach and attend meetings to communicate services and encourage referrals. Staffing hours are used to encourage access as well as approaching our services from a trauma-informed perspective, and using incentives.

Challenges/Successes/Lessons Learned and Relevant Examples: A huge challenge is overcoming barriers that are out of MCBHRS control, such as 'lack of treatment programs, affordable housing and employment opportunities'. The program's success in these situations occur when we are able to assist individuals in identifying realistic goals and acting on what they have control over, this success can be attributed to our ability to respond to presenting needs in a timely and responsive way. The program found success in proving continued education to the community on the importance of peer work in the recovery setting. They have experiences an increase in service utilization and relate this to their accessibility, increased community awareness, and an increase in referrals from partners.

Access and Linkage to Treatment

Crisis / TRAC Team

Years Active: 2014 – Current **Unduplicated Individuals Served:** 244

In 2014 we created a Crisis/Triage Team that was partially funded through the SB 82 grant. This team responds with law enforcement, to the jail, to community-based organizations, to schools and to our medical partners, not only during times of crisis, but to intervene in situations before they reach higher levels of crisis. At the end of the SB 82 grant, and with the positive feedback from stakeholders on the continued need for this program, PEI funds supplement the funding of this program, along with Medi-Cal billing.

Method of Collection: TRAC team members gathered data on the crisis forms and outreach forms to capture the required information. Mariposa County Behavioral Health & Recovery Services utilizes the electronic health record and the timeline to services spreadsheet to capture the referral information. See appendixes for reporting forms for this program.

Data Collection Period: Quarterly reports submitted on the last day of January, April, July, and October.

Expected Outcomes: Our expected outcome for this program is improved timely access to services for underserved populations who need mental health services.

Outcomes:

Evaluation Indicators	Outcomes
The number of individuals referred to Mental Health	73
The number of individuals that followed through and engaged in services	36
The average duration of untreated mental illness	N/A
Average interval between referral and engagement	7.36 days

Results & Analysis: During this reporting period, fiscal year 18/19, a total of 389 duplicated individuals were served. Of those 389 individuals, 226 were crisis and 163 were outreach/encounters. The total unduplicated number of individuals served was 244, there was a total of 114 unduplicated encounters, and a total of 160 unduplicated crisis services.

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Of the of 244 unduplicated individuals served, 73 individuals were referred to mental health services. Of the 73 individuals referred to mental health services, 36 of those engaged in services by at least attending one appointment. With 36 more people receiving services for their mental health, this indicates the overall success of the program.

During this reporting period, there was a period of time where this unit was severely understaffed and the demographic data was not captured in a way that Quality Assurance could reliably extract the data from the electronic health record. The demographic data on the last page reflects all PEI programs but the Crisis/TRAC team.

Although it is clear that the program is positively impacting those at risk of severe mental illness and additional analysis may be needed on the number of individuals that were interacted with and not referred.

Outreach for Increasing Recognition of Early Signs

Mental Health First Aid

Years Active: 2014 – Current **Unduplicated Individuals Served:** 44

In 2014 we added the strategy of Mental Health First Aid (MHFA) as it has been shown to be a needed and an appreciated service to staff and community partners. Stakeholders indicated support for continuing the program. Also, stakeholders of the local homeless shelter suggest additional training such as MHFA would be beneficial.

We have continued Mental Health First Aid (MHFA) as it is an effective evidence-based program for *Outreach for Increasing Recognition of Early Signs of Mental Illness*. The Program engages and trains first responders to recognize and respond effectively to early signs of mental illness.

Method of Collection: Post surveys and sign in sheet. See appendixes for reporting forms for this program.

Data Collection Period: Reported at the end of each Mental Health First Aid Training (Around 6 Annually)

Types of potential responders engaged: Health and Human Services Staff, Community Based Partners, School Staff, Behavioral Health Board members, Hospital Staff, Sheriff's Department Staff.

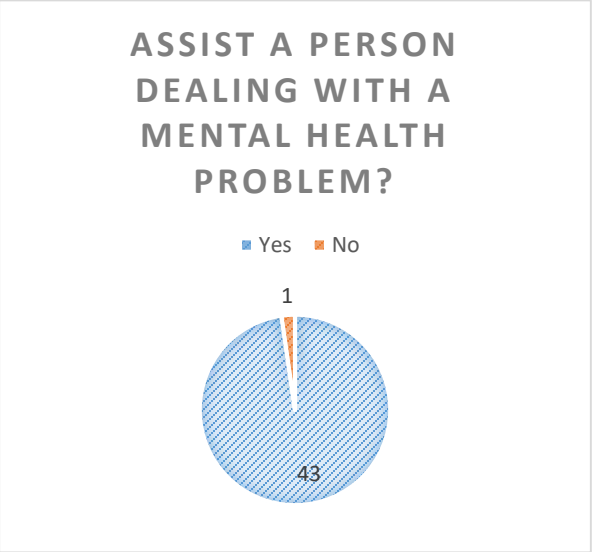
Expected Outcomes: Our expected outcome for this program is to provide outreach for increasing recognition of early signs of mental illness and well as promoting timely access to services.

Outcomes:

Evaluation Indicators: The number of participants that agree or strongly agree that as a result of the training they feel more confident that they can:	**Outcomes:** 44 Total Responders
Recognize the signs that someone may be dealing with a mental health problem	43
Assist a person who may be dealing with a mental health crisis seek professional help	43

Results & Analysis: MCBHRS hosted 6 mental health first aid trainings in the 2018/2019 fiscal year, three Youth MHFA and three Adult MHFA. Each training informs responders on how to access and link individuals to treatment. Trained responders may interface with unserved or underserved populations and are trained in assisting an individual in seeking treatment. It is expected that this will promote timely access to services.

As evident by the post surveys after each training, all but one participants felt that they were more informed on how to recognize the signs of mental illness. All but one participant out of the 44 that attended the trainings over the 2018/2019 fiscal year, felt that they could assist a person who is dealing with mental health issues or seek help. This indicates the success of the MHFA program in increasing recognition of early signs and symptoms of mental health.



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Stigma and Discrimination Reduction Component

Mariposa Minds Matter

Years Active: 2016 – Current **Unduplicated Individuals Served:** 820

In 2016 MCBHRS began the Stigma Reduction Committee (SRC) as a Behavioral Health Board (BHB) task force. The committee was made up of consumers, community-based partners, BHB members and staff. The first project was a Mariposa Minds Matter event with a speaker from NAMI with about 50 participants and Mental Health Wellness event at the local farmers market with about 75 participants. Stemming from the Mariposa Minds Matter event were a Friends and Family peer-led group provided at the Alliance drop-in/wellness center. Also, there was interest in the development of a lived experience speaker's bureau.

Interest in creating a speakers bureau has been tabled in 2018 as the task force has concentrated in other areas. Activities determined by the committee members are designed to reduce stigma in our unique rural community. Even though this program consists mainly of one touch encounters, the goal is to provide access and linkage and timely access to services as appropriate for individuals attending events.

The members of SRC have renamed themselves the Mariposa County Minds Matter Task Force.

The goal of this task force is to raise awareness and educate the public on mental illness, substance use myths and facts. Objectives that assist this task force in meeting this goal are as follows:

- Educate community on Myths and Facts about mental illness
- Allow self-exploration through the use of an online screening tool and wellness guides
- Engage children and families in conversation about mental illness and mental wellness
- Provide resources and materials
- Provide interactive activities to community to experience self-care through sound baths and aroma therapy

From July 1st, 2018 to June 30th, 2019 Mariposa County Minds Matter attended 2 events. The first event was the Mariposa County Fair, where the task force shared a booth with Mariposa County Human Services. Volunteer staff reported approximately 120 adults and children were engaged in conversations about stigma, discrimination and how to use language to change thinking. About 320 promotional items were handed out to visitors.

The second event the task force attended was the Mariposa Butterfly Festival in May 2019, they were able to engage 465 adults and children in conversations about stigma, discrimination, and how to use language to change thinking. Estimated that over 500 individuals came by and received information on mental health.

Attachment: FINAL MHSA 3 Year Plan (2020 - 2023) & PEI Report (2018-2019) Website (RES-2022-222 : Approval of Amendment to MHSA 3-Year

Method of Collection: The Program mainly consists of one touch encounters. However, some pre/post surveys were administered at some of the large events. See appendixes for reporting forms for this program.

Data Collection Period: Data is reported at the end of each event.

Expected Outcomes: The outcomes for attendees of the speakers bureau and other activities 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.

Outcomes:

Evaluation Indicators:	Outcomes
Changes in attitudes	Both events in 2018/2019 were one-touch events with about 585 individuals that engaged in conversations regarding mental illness and mental wellness.
Changes in perception	
Changes in acceptance	

Results & Analysis: The County's Stigma and Discrimination Reduction Program has grown and transformed from a county staff led program to a community task force. The community led task force showed great enthusiasm in striving to change attitudes, perception and acceptance and overall reduction of discrimination/stigma of those with mental illness. The task force excelled, taking on events that reached out to the community. The staff supported these efforts during Mental Health Awareness Month with social media blasts and green ribbon events. Together changes were accomplished as seen in the event attendance and lime green ribbons seen throughout the county indicating a community awareness.

Success and Challenges: The task force has found great success in the wheel of emotion, being a great way to engage youth in conversations, while the myth or fact quiz, was a great way of engaging adults in conversations about mental illness. The sounds bath continues to remain a major success in demonstrating some self-care.

This task force faces some challenges with member retention. While the overall program has been successful, retaining members has been difficult as this is a volunteer program that often demands a lot of work.

Attachment: FINAL MHSA 3 Year Plan (2020 - 2023) & PEI Report (2018-2019) Website (RES-2022-222 : Approval of Amendment to MHSA 3-Year

Suicide Prevention

Central Valley Suicide Prevention Hotline

Years Active: 2015 – Current **Unduplicated Individuals Served:** 48

MCBHRS began working with the Central Valley Crisis Suicide Prevention Hotline in 2015.

The Central Valley Crisis and Suicide Prevention Hotline, CVSPH, took their first call on January 17, 2013. The Hotline operated on a limited basis five days a week for twelve hours each day. In July 2013, CVSPH expanded operation to 24 hours per day, seven days per week, and 365 days per year. In January 2014, CVSPH received National Accreditation being recognized as a best practices call center by the American Association of Suicidology. The Hotline is also a member of 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 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.

Method of Collection: Tracking of the number of those that call the hotline. The hotline also provides the reason for the calls, demographic information and an evaluation of how many crisis calls were received, cost associated with those calls, and the cost savings of each call.

Data Collection Period: Quarterly reports submitted on the last day of January, April, July, and October.

Expected Outcomes: The expected outcome of this evidence-based practice is to reduce suicide by the accessibility of a local hotline providing timely access to services and access to linkage to treatment.

Outcomes:

Evaluation Indicators:	Outcomes
The number of Individuals that called	48 Calls

Results & Analysis:

Central Valley Suicide Hotline provides a valuable resource to those in need. CVSPH uses the Columbia Suicide Severity Rating Scale which has been adopted for the National Suicide Prevention Lifeline, to assess risk of callers, this is an evidence-based tool all members use in their assessment of callers.

Of the 48 calls to the crisis line, 37 of those were screened for suicidal ideation, intent and severity. 18 callers showed significant risk at the beginning of the call. 28 were offered additional resources, including instructions on self-coping skills such as breathing and mindfulness. Success was achieved by linking clients to timely access to services, by referring them to additional websites, warm lines, and direction to County Behavioral Health.

As our county has been consumed by fires and floods over the last fiscal year, this hotline as provided a significant wealth of support and information to residents.

Aggregate Demographic information for all PEI Components:

Age	Totals
0 – 15	132
16 – 25	97
26 – 59	357
60+	44
Decline	40

Gender	Totals
Assigned at Birth	
Male	271
Female	196
Decline	37
Current Gender Identity	
Male	239
Female	176
Transgender	*Suppressed*
Queer	*Suppressed*
Questioning or Unsure	*Suppressed*
Another Gender Identity	*Suppressed*
Decline	52

Sexual Orientation	Totals
Gay or Lesbian	17
Hetero or Straight	317
Bisexual	23
Questioning or Unsure	*Suppressed*
Queer	*Suppressed*
Another Sexual Orient.	*Suppressed*
Decline	44

Veteran Status	Totals
Yes	27
No	325
Decline	49

Language	Totals
English	21
Spanish	19
Unknown	*Suppressed*

Race	Totals
American Indian or Alaska Native	139
Asian	21
Black or African American	29
Native Hawaiian or Other Pacific Islander	*Suppressed*
White	1035
Other	47
More than one race	63
Decline to answer	56

Ethnicity	Totals
Hispanic or Latino	
Caribbean	*Suppressed*
Central American	*Suppressed*
Mexican/Mexican – American/Chicano	25
Puerto Rican	*Suppressed*
South American	*Suppressed*
Non-Hispanic or Latino	
African	*Suppressed*
Asian Indian / South Asian	*Suppressed*
Cambodian	*Suppressed*
Chinese	*Suppressed*
Eastern European	*Suppressed*
European	15
Filipino	*Suppressed*
Japanese	*Suppressed*
Korean	*Suppressed*
Middle Eastern	*Suppressed*
Vietnamese	*Suppressed*
Other	248
Decline	108
Unknown	32
More than One Ethnicity	*Suppressed*

Disability	Totals
Difficulty Seeing	67
Difficulty Hearing	28
Other	*Suppressed*
Mental illness	50
Physical/ Mobility Issues	28
Chronic Health Condition	35

- It should be noted that the PEI demographic data reflected in this fiscal year report excludes demographic data for the TRAC/Crisis team. Due to a large number of staff turnover and inconsistent staffing, demographic data was not captured in a way that could be reliably extracted from our electronic health record.

- Mental Health First Aid only collect age, gender, and race.

- The schools only collect age and race.

Behavioral Health Board Minutes

BEHAVIORAL HEALTH BOARD

of Mariposa County
Post Office Box 99
Mariposa, California 95338
(209) 966-2000

MINUTES
June 16, 2020
1:00 to 2:00 pm
Mariposa County Board of Supervisors Chambers
5100 Bullion Street, Mariposa, CA 95338

Meeting was also conducted telephonically pursuant to the Governor's Executive Order N-29-20, which relaxed certain Brown Act provisions.

SPECIAL MEETING
Public Hearing to receive input, consider, and approve submission of the Mariposa County Mental Health Services Act Three-Year Expenditure Plan 2020-2023 to the Department of Health Care Services (DHCS)

Members Present:	Paul Brickett, Olga Leonard, Rosemarie Smallcombe, Debbie Cook, Ron Schmidt, Donald McCulley
Members Excused:	Ellie McQuarrie
Members Absent:	None
Guests:	Pam Hawkins
Quorum:	Yes
Staff Present:	Chevon Kothari, Sheila Baker, Lynn Rumfelt, Laura Glenn

I. **Meeting was called to order** at 1:00 p.m. by Paul Brickett, Chair

II. **Introductions:** Roll call was performed

III. **Purpose of Special Meeting:** Chevon Kothari stated the purpose of the special meeting today was to conduct a public hearing for presentation of the proposed MHSA 2020-2023 Plan by Mariposa County Behavioral Health and Recovery Services (BHRS) to the public, and adoption of the plan by the BHB to submit to the Board of Supervisors for their approval.

IV. **Public Hearing Opened:** Paul Brickett opened the Public Hearing

V. **Presentation:** Laura Glenn gave a presentation for the proposed MHSA Plan 2020-2023

VI. **Feedback Session:** Questions regarding the MHSA Plan were answered

VII. **Adoption:** The MHSA Plan 2020-2023 will be presented to the Board of Supervisors for their approval today by Laura Glenn and Chevon Kothari

DRAFT

Attachment: FINAL MHSA 3 Year Plan (2020 - 2023) & PEI Report (2018-2019) Website (RES-2022-222 : Approval of Amendment to MHSA 3-Year

Board of Supervisors Agenda

L.1

MARIPOSA COUNTY

HHS/Behavioral Health & Recovery Services · (209) 9

RESOLUTION - ACTION REQUESTED

MEETING: June 16, 2020

TO: The Board of Supervisors

FROM: Chevon Kothari, Health and Human Services Director

RE: Approval of MHSA 3-Year Plan for FY2021-2023

RECOMMENDATION AND JUSTIFICATION:
Approve Submission of the "Mariposa FY2021-2023 Mental Health Services Act (MHSA) 3-Year Plan" to the Department of Health Care Services (DHCS); Authorize the Human Services Director to Sign the Certifications and Any Subsequent Amendments with DHCS with Regard to the MHSA Plan (Subject to Review and Approval of County Counsel as to Legal Form); and Authorize the Human Services Director to Implement the Activities Within the "Mariposa FY2021-2023 Mental Health Services Act (MHSA) 3-Year Plan" Upon DHCS Approval.

This proposed plan is the result of a six month planning process that included facilitating 20 stakeholder meetings throughout the county in an attempt to gather input and support from stakeholders where they felt most comfortable. Each presentation included information/training about the mental health services act and the Community Program Planning Process. In addition, surveys were provided and collected at each convening. The lengthy planning process is described in detail on pages 14-22 of the attached Draft Plan, the MHSA Survey Results are also attached.

Human Services requests Board approval of the three-year Mental Health Services Act (MHSA) Plan for Mariposa County for FY2020-21 through FY2022-23. Mariposa County received its first MHSA funds in 2005 and began developing the Adult and Children's Systems of Care Program. We have continued to cultivate and refine these programs implementing the Recovery Model. Our goal is to support our clients in achieving wellness in as many life domains as possible. We propose to continue these proven programs.

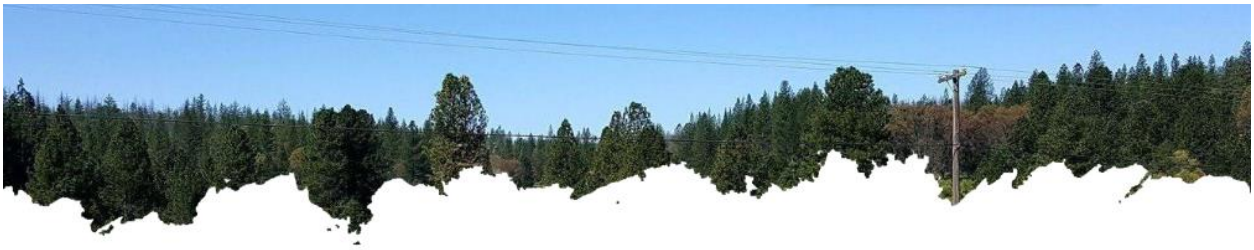
Note: The Certification forms are found on pages 7 and 8 of the attached Plan document. A copy of the Notice of Public Hearing is on page 16.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
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.

Website Screenshot with Draft Posting



- 24-hour Crisis Response
- Adult Services
- Children and Family Services
- Mental Health Counseling - Outpatient
- Mental Health Services Act Information
- Native American Programs
- Non-Discrimination Policy and Language Access
- North County HHSA Center
- Quality Assurance
- Substance Use Disorders (SUD) & Services
- Wellness Center

Home › Government › Departments › Health and Human Services › Human Services › Behavioral Health & Recovery Services › Mental Health Services Act Information

MENTAL HEALTH SERVICES ACT (MHSA) INFORMATION

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the County of Mariposa will conduct a Public Heating at the meeting of the Mariposa County Behavioral Health Board on June 16th 2020 at 1:00 pm or as soon thereafter as the item can be heard. The Mariposa County Mental Health Services ACt (MHSA) Three-Year plan (2020-2023) will be reviewed during this meeting (see info below). The meeting will be held virtually, please review the full Notice of Public Hearing for more information.

REVIEW DRAFT MHSA THREE-YEAR PLAN

Review the Draft MHSA three-year plan on the proposed mental health programs for the next three fiscal years. Please feel free to reach out to Laura Glenn at: lglenn@mariposahsc.org, or at: 209-742-0823 to provide any feedback on the proposed programs, **before June 16th**.

MENTAL HEALTH SERVICES 2019-2020 ANNUAL PLAN UPDATE

2019-2020 Mental Health Services Act 2019-2020 Annual Plan Update

MENTAL HEALTH SERVICES ACT PLAN FOR FY 2017 TO 2020

Click on the links below to view the components of the FY 2017 to 2020 MHSA Plan:

Mariposa Mental Health Services Act Plan 2017 to 2020 (PDF)

MHSA Survey Results and Demographics (PDF)

Public Hearing Notice MHSA FY17-20 Plan Update (PDF)

Mariposa FY2017-18 through FY 2019 to 2020 Three Year MHSA Expenditure Plan (PDF)

Mariposa 2018 to 2019 Mental Health Services Act Annual Plan Update (PDF)

Appendix

Appendix A: Stakeholder Survey (4 pages)

Appendix B: Stakeholder PPT (1 page)

Appendix C: Workforce, Education, and Training Assessment (9 pages)

Appendix A: Stakeholder Survey (Page 1 of 4)

Health & Human Services Agency
Healthy. Safe. Thriving.

Mariposa County Behavioral Health and Recovery Services – Mental Health Services Act (MHSA) Stakeholder Survey

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 serious mental illness.
- MHSA provides funding to support county mental health programs for families, children, and transition age youth, adults and older adults.

What is a Stakeholder?

- A stakeholder is an individual or entity with an interest in mental health services. The stakeholder process includes education, input and feedback. We value your input, as we look forward to our three year MHSA Plan.
- Please review the current programs and give us your input.

What is Mariposa County doing with MHSA?

- Adult System of Care
- Wellness Center & Peer Supports
- Children System of Care
- School Based Counseling
- Drop in Center at Heritage House
- Mental Health First Aid Training
- Stigma Reduction Task Force
- Crisis/Triage Team
- Suicide Prevention Hotline
- Yosemite National Park Counselor

Please Tell Us About Yourself

Which of the following best describes you:

☐ Consumer
☐ Consumer family member
☐ Educator / Teacher
☐ Advocate
☐ Medical Provider
☐ Law enforcement
☐ Student
☐ Veteran
☐ Homeless
☐ Other
☐ Decline to answer
☐ Community based organization
☐ Faith based organization

Appendix A: Stakeholder Survey (Page 2 of 4)

Health & Human Services Agency
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Age	
0 – 15	☐
16 – 25	☐
26 – 59	☐
60+	☐
Decline	☐

Language	
English	☐
Spanish	☐
Other	☐
Decline	☐

Veteran	
Yes	☐
No	☐
Decline	☐

Disability	
Difficulty Seeing	☐
Difficulty Hearing	☐
Other	☐
Mental illness	☐
Physical/ Mobility Issues	☐
Chronic Health Condition	☐

Race	
American Indian or Alaska Native	☐
Asian	☐
Black or African American	☐
Native Hawaiian or Other Pacific Islander	☐
White	☐
Other	☐
More than one race	☐
Decline to answer	☐

Sexual Orientation	
Gay or Lesbian	☐
Hetero or Straight	☐
Bisexual	☐
Questioning or Unsure	☐
Queer	☐
Another Sexual Orient.	☐
Decline	☐

Gender	
Assigned at Birth	
Male	☐
Female	☐
Decline	☐
Current Gender Identity	
Male	☐
Female	☐
Transgender	☐
Queer	☐
Questioning or Unsure	☐
Another Gender Identity	☐
Decline	☐

Ethnicity	
Hispanic or Latino:	
Caribbean	☐
Central American	☐
Mexican/Mexican – American/Chicano	☐
Puerto Rican	☐
South American	☐
Other Hispanic or Latino	☐
Decline	☐
Non-Hispanic or Latino:	
African	☐
Asian Indian / South Asian	☐
Cambodian	☐
Chinese	☐
Eastern European	☐
European	☐
Filipino	☐
Japanese	☐
Korean	☐
Middle Eastern	☐
Vietnamese	☐
Other Non-Hispanic or Latino	☐
Decline	☐
Unknown	☐
More than One Ethnicity	☐

Appendix A: Stakeholder Survey (Page 3 of 4)

Health & Human Services Agency
Healthy. Safe. Thriving.

Please Complete The Following Survey – Provide Any Additional Comments or Feedback

1. **Which behavioral health services have you found are helpful to our community? (Mark all that apply)**

- ☐ Wellness Center & Peer Supports
- ☐ School Based Counseling
- ☐ Drop in Center at Heritage House
- ☐ Mental Health First Aid Training
- ☐ Crisis/TRAC Team
- ☐ Mariposa Minds Matter Taskforce
- ☐ Suicide Prevention Hotline
- ☐ Yosemite National Park Counselor

2. **What age groups do you feel are underserved in our community when it comes to mental health services? (Mark all that apply)**

- ☐ 0 – 15 years old
- ☐ 16 – 25 years old
- ☐ 26 – 59 years old
- ☐ 60 +

3. **What are some obstacles or barriers that make it challenging to receive mental health services in our community? (Mark all that apply)**

- ☐ Transportation
- ☐ Stigma
- ☐ Lack of resources
- ☐ Lack of awareness
- ☐ Lack of parental or family support
- ☐ Lack of insurance/money
- ☐ Lack of communication between agencies

4. **What types of mental health related activities, programs or services are most needed in your community or culture? (Mark all that apply)**

- ☐ Consumer wellness and recovery
- ☐ Increased access to mental health treatment for underserved populations
- ☐ Reducing incarceration of mentally ill adults
- ☐ More information on mental health services and increasing awareness
- ☐ More services and supports for foster parents
- ☐ More mental health treatment in schools
- ☐ More culturally aware treatment
- ☐ More appropriate levels of care

Appendix A: Stakeholder Survey (Page 4 of 4)

Health & Human Services Agency
Healthy. Safe. Thriving.

5. **PEI - Rank the following (1 being the least important and 6 being the most important)?**
   _____ Peer support
   _____ Obtaining education about mental health
   _____ Suicide prevention
   _____ Reducing stigma and discrimination related to mental health
   _____ Outreach for recognition of early signs of mental illness
   _____ Preventative services

6. **INN – How do you rate the following:**
   a. Individuals released from jail need increased access to Mental Health Services.

   ☐ Very needed ☐ Neutral
   ☐ Somewhat needed ☐ Not needed

   b. Increasing access to mental health services for underserved populations

   ☐ Very needed ☐ Neutral
   ☐ Somewhat needed ☐ Not needed

   c. Promote inter-agency collaboration - in terms of mental health services

   ☐ Very Needed ☐ Neutral
   ☐ Somewhat needed ☐ Not needed

   d. Increase the quality of mental health services, including measurable outcomes

   ☐ Very needed ☐ Neutral
   ☐ Somewhat needed ☐ Not needed

   e. More integrated mental health and physical healthcare services

   ☐ Very needed ☐ Neutral
   ☐ Somewhat needed ☐ Not needed

7. **Please provide feedback on any gaps in mental health services in our community.**

Appendix B: Stakeholder PPT

Mental Health Services Act (MHSA)

STAKEHOLDER PROCESS: (2020-2023)

MHSA OVERVIEW

- Prop 63 was passed by California voters in November 2004 – known as the Mental Health Services Act (MHSA)
- Imposes a 1% tax on personal income in excess of one million dollars.

- MHSA provides funding to support county mental health programs for families, children, transitional aged 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.

MHSA REQUIREMENTS

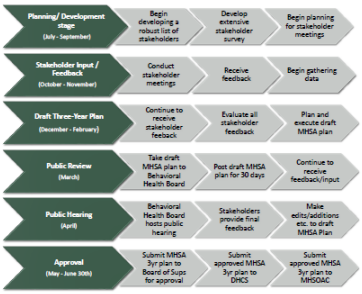
MHSA program must include:

- Community collaboration – Stakeholder involvement in all stages
- Cultural competence
- Client driven
- Family driven
- Wellness, recovery and resilience focused
- Integrated service experiences for clients and their families

STAKEHOLDER PROCESS

- What is a stakeholder?
  - An individual or entity with an interest in mental health services
- MHSA programs must include stakeholder involvement at every stage of the process
  - Developing
  - Implementing
  - Planning
  - Evaluating
- The stakeholder process must include education, input and feedback

COMMUNITY PLANNING PROCESS



MARIPOSA CURRENT MHSA STRATEGIES

- Adult System of Care
- Children System of Care
- Wellness Center
- Peer Support Services
- School Based Counselors
- Mariposa Heritage House Drop in Center
- Mental Health First Aid
- Stigma Reduction Task Force
- Crisis Team
- Suicide Prevention Hotline
- Yosemite National Park Counselor

SURVEY FEEDBACK

As we plan for the next three years – we need your feedback on the current programs, and identify where we can improve the communities overall mental wellness.

Attachment: FINAL MHSA 3 Year Plan (2020 - 2023) & PEI Report (2018-2019) Website (RES-2022-222 : Approval of Amendment to MHSA 3-Year

Mariposa County Workforce, Education, and Training Assessment 2020

Mariposa County
Health & Human Services Agency
Healthy. Safe. Thriving.

Attachment: FINAL MHSA 3 Year Plan (2020 - 2023) & PEI Report (2018-2019) Website (RES-2022-222 :

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

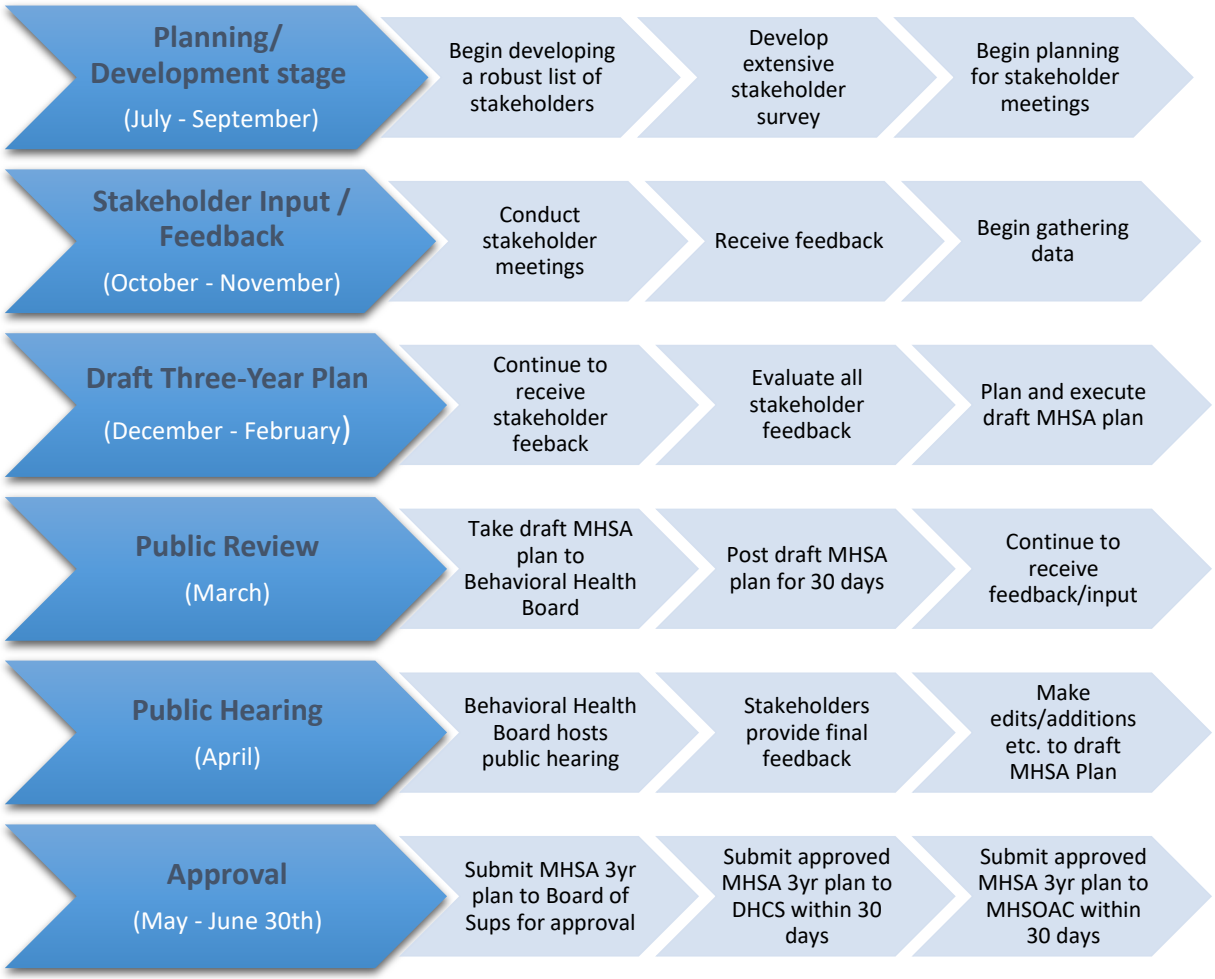
Contact Person: Laura Glenn ---- Phone: 209-742-0823 --- Email: lglenn@mariposahsc.org

Attachment: FINAL MHSA 3 Year Plan (2020 - 2023) & PEI Report (2018-2019) Website (RES-2022-222 :

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.

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**

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**

Attachment: FINAL MHSA 3 Year Plan (2020 - 2023) & PEI Report (2018-2019) Website (RES-2022-222 :

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	Addtl # 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.

Attachment: FINAL MHSA 3 Year Plan (2020 - 2023) & PEI Report (2018-2019) Website (RES-2022-222 :

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.

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.

Attachment: FINAL MHSA 3 Year Plan (2020 - 2023) & PEI Report (2018-2019) Website (RES-2022-222 :

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%

Attachment: FINAL MHSA 3 Year Plan (2020 - 2023) & PEI Report (2018-2019) Website (RES-2022-222 :

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FY 2020-21 Through FY 2022-23 Three-Year Mental Health Services Act Expenditure Plan
Funding Summary

County: Mariposa

Date: 4/21/2

	Fiscal Year 2020/21					
	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 2020/21 Funding						
1. Estimated Unspent Funds from Prior Fiscal Years	0	0	0	0	0	
2. Estimated New FY2020/21 Funding	1,405,829	374,000	90,125			
3. Transfer in FY2020/21a/	0					
4. Access Local Prudent Reserve in FY2020/21	0	0				0
5. Estimated Available Funding for FY2020/21	1,405,829	374,000	90,125	0	0	
B. Estimated FY2020/21 MHSA Expenditures	1,405,829	374,000	0	0	0	
C. Estimated FY2021/22 Funding						
1. Estimated Unspent Funds from Prior Fiscal Years	0	0	90,125	0	0	
2. Estimated New FY2021/22 Funding	1,405,829	374,000	90,125			
3. Transfer in FY2021/22a/	0					
4. Access Local Prudent Reserve in FY2021/22	0	0				0
5. Estimated Available Funding for FY2021/22	1,405,829	374,000	180,249	0	0	
D. Estimated FY2021/22 Expenditures	1,405,829	374,000	0	0	0	
E. Estimated FY2022/23 Funding						
1. Estimated Unspent Funds from Prior Fiscal Years	0	0	180,249	0	0	
2. Estimated New FY2022/23 Funding	1,405,829	374,000	86,328			
3. Transfer in FY2022/23a/	0					
4. Access Local Prudent Reserve in FY2022/23	0	0				0
5. Estimated Available Funding for FY2022/23	1,405,829	374,000	266,577	0	0	
F. Estimated FY2022/23 Expenditures	1,405,829	374,000	0	0	0	
G. Estimated FY2022/23 Unspent Fund Balance	0	0	266,577	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 2020/21	0
3. Distributions from the Local Prudent Reserve in FY 2020/21	0
4. Estimated Local Prudent Reserve Balance on June 30, 2015	0
5. Contributions to the Local Prudent Reserve in FY 2021/22	0
6. Distributions from the Local Prudent Reserve in FY 2021/22	0
7. Estimated Local Prudent Reserve Balance on June 30, 2016	0
8. Contributions to the Local Prudent Reserve in FY 2022/23	0
9. Distributions from the Local Prudent Reserve in FY 2022/23	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 thi purpose shall not exceed 20% of the total average amount of funds allocated to that County for the previous five years.

Attachment: Mariposa Expenditure Plan for MHSA FY2021-2023 3-year Plan - Final (RES-2022-222 : Approval of Amendment to MHSA 3-Year

FY 2020-21 Through FY 2022-23 Three-Year Mental Health Services Act Expenditure Plan
Community Services and Supports (CSS) Component Worksheet

County: Mariposa

Date: 4/21/20

	Fiscal Year 2020/21					
	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	518,961	436,149	82,812			
2. Adult	1,066,315	926,816	139,498			
3.	0					
4.	0					
5.	0					
6.	0					
7.	0					
8.	0					
9.	0					
10.	0					
11.	0					
12.	0					
13.	0					
14.	0					
15.	0					
16.	0					
17.	0					
18.	0					
19.	0					
Non-FSP Programs						
1. Wellness Center - GSD	7,500	7,500				
2. Peer Support - Wellness Center - GSD	35,364	35,364				
3.	0					
4.	0					
5.	0					
6.	0					
7.	0					
8.	0					
9.	0					
10.	0					
11.	0					
12.	0					
13.	0					
14.	0					
15.	0					
16.	0					
CSS Administration	0					
CSS MHSA Housing Program Assigned Funds	0					
Total CSS Program Estimated Expenditures	1,628,139	1,405,829	222,311	0	0	0
FSP Programs as Percent of Total	112.8%					

Attachment: Mariposa Expenditure Plan for MHSA FY2021-2023 3-year Plan - Final (RES-2022-222 : Approval of Amendment to MHSA 3-Year

FY 2020-21 Through FY 2022-23 Three-Year Mental Health Services Act Expenditure Plan
Community Services and Supports (CSS) Component Worksheet

County: Mariposa

Date: 4/21/20

	Fiscal Year 2021/22					
	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	518,961	436,149	82,812			
2. Adult	1,066,315	926,816	139,498			
3.	0					
4.	0					
5.	0					
6.	0					
7.	0					
8.	0					
9.	0					
10.	0					
11.	0					
12.	0					
13.	0					
14.	0					
15.	0					
16.	0					
17.	0					
18.	0					
19.	0					
Non-FSP Programs						
1. Wellness Center - GSD	7,500	7,500				
2. Peer Support - Wellness Center - GSD	35,364	35,364				
3.	0					
4.	0					
5.	0					
6.	0					
7.	0					
8.	0					
9.	0					
10.	0					
11.	0					
12.	0					
13.	0					
14.	0					
15.	0					
16.	0					
CSS Administration	0					
CSS MHSA Housing Program Assigned Funds	0					
Total CSS Program Estimated Expenditures	1,628,139	1,405,829	222,311	0	0	0
FSP Programs as Percent of Total	112.8%					

Attachment: Mariposa Expenditure Plan for MHSA FY2021-2023 3-year Plan - Final (RES-2022-222 : Approval of Amendment to MHSA 3-Year

FY 2020-21 Through FY 2022-23 Three-Year Mental Health Services Act Expenditure Plan
Community Services and Supports (CSS) Component Worksheet

County: Mariposa

Date: 4/21/20

	Fiscal Year 2022/23					
	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	518,961	436,149	82,812			
2. Adult	1,066,315	926,816	139,498			
3.	0					
4.	0					
5.	0					
6.	0					
7.	0					
8.	0					
9.	0					
10.	0					
11.	0					
12.	0					
13.	0					
14.	0					
15.	0					
16.	0					
17.	0					
18.	0					
19.	0					
Non-FSP Programs						
1. Wellness Center - GSD	7,500	7,500				
2. Peer Support - Wellness Center - GSD	35,364	35,364				
3.	0					
4.	0					
5.	0					
6.	0					
7.	0					
8.	0					
9.	0					
10.	0					
11.	0					
12.	0					
13.	0					
14.	0					
15.	0					
16.	0					
CSS Administration	0					
CSS MHSA Housing Program Assigned Funds	0					
Total CSS Program Estimated Expenditures	1,628,139	1,405,829	222,311	0	0	0
FSP Programs as Percent of Total	112.8%					

Attachment: Mariposa Expenditure Plan for MHSA FY2021-2023 3-year Plan - Final (RES-2022-222 : Approval of Amendment to MHSA 3-Year

FY 2020-21 Through FY 2022-23 Three-Year Mental Health Services Act Expenditure Plan
Prevention and Early Intervention (PEI) Component Worksheet

County: Mariposa Date: 4/21/2(

		Fiscal Year 2020/21					
		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	113,089	113,089	0	0	0	0
Outreach for Increasing Recognition of Early Signs of Mental Illness	2. MH First Aid	10,000	10,000	0	0	0	0
Early Intervention	3. School Services	151,000	151,000	0	0	0	0
Stigma Reduction and Discrimination Reduction	4. Stigma Reduction Activities	2,500	2,500	0	0	0	0
Suicide Prevention	5. Central Valley Suicide Prevention Hotline	7,411	7,411	0	0	0	0
Prevention	6. YNP Services	50,000	50,000	0	0	0	0
Suicide Prevention	7. School Suicide Prevention	40,000	40,000				
		0					
	9.	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		0					
PEI Assigned Funds		0					
Total PEI Program Estimated Expenditures		374,000	374,000	0	0	0	0

Attachment: Mariposa Expenditure Plan for MHSA FY2021-2023 3-year Plan - Final (RES-2022-222 :

FY 2020-21 Through FY 2022-23 Three-Year Mental Health Services Act Expenditure Plan
Prevention and Early Intervention (PEI) Component Worksheet

County: Mariposa Date: 4/21/2(

		Fiscal Year 2021/22					
		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	113,089	113,089	0	0	0	0
Outreach for Increasing Recognition of Early Signs of Mental Illness	2. MH First Aid	10,000	10,000	0	0	0	0
Early Intervention	3. School Services	151,000	151,000	0	0	0	0
Stigma Reduction and Discrimination Reduction	4. Stigma Reduction Activities	2,500	2,500	0	0	0	0
Suicide Prevention	5. Central Valley Suicide Prevention Hotline	7,411	7,411	0	0	0	0
Prevention	6. YNP Services	50,000	50,000	0	0	0	0
Suicide Prevention	7. School Suicide Prevention	40,000	40,000	0	0	0	0
		0					
	9.	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		0					
PEI Assigned Funds		0					
Total PEI Program Estimated Expenditures		374,000	374,000	0	0	0	0

Attachment: Mariposa Expenditure Plan for MHSA FY2021-2023 3-year Plan - Final (RES-2022-222 :

FY 2020-21 Through FY 2022-23 Three-Year Mental Health Services Act Expenditure Plan
Prevention and Early Intervention (PEI) Component Worksheet

County: Mariposa Date: 4/21/2(

		Fiscal Year 2022/23					
		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	113,089	113,089	0	0	0	0
Outreach for Increasing Recognition of Early Signs of Mental Illness	2. MH First Aid	10,000	10,000	0	0	0	0
Early Intervention	3. School Services	151,000	151,000	0	0	0	0
Stigma Reduction and Discrimination Reduction	4. Stigma Reduction Activities	2,500	2,500	0	0	0	0
Suicide Prevention	5. Central Valley Suicide Prevention Hotline	7,411	7,411	0	0	0	0
Prevention	6. YNP Services	50,000	50,000	0	0	0	0
Suicide Prevention	7. School Suicide Prevention	40,000	40,000				
		0					
	9.	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		0					
PEI Assigned Funds		0					
Total PEI Program Estimated Expenditures		374,000	374,000	0	0	0	0

Attachment: Mariposa Expenditure Plan for MHSA FY2021-2023 3-year Plan - Final (RES-2022-222 :

FY 2020-21 Through FY 2022-23 Three-Year Mental Health Services Act Expenditure Plan
Innovations (INN) Component Worksheet

County: Mariposa

Date: 4/21/20

	Fiscal Year 2020/21					
	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						
(new plan TBD)	0	0	0	0	0	0
2.	0					
3.	0					
4.	0					
5.	0					
6.	0					
7.	0					
8.	0					
9.	0					
10.	0					
11.	0					
12.	0					
13.	0					
14.	0					
15.	0					
16.	0					
17.	0					
18.	0					
19.	0					
20.	0					
INN Administration	0					
Total INN Program Estimated Expenditures	0	0	0	0	0	0

Attachment: Mariposa Expenditure Plan for MHSA FY2021-2023 3-year Plan - Final (RES-2022-222 : Approval of Amendment to MHSA 3-Year

FY 2020-21 Through FY 2022-23 Three-Year Mental Health Services Act Expenditure Plan
Innovations (INN) Component Worksheet

County: Mariposa

Date: 4/21/20

	Fiscal Year 2021/22					
	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. (new plan TBD)	0	0	0	0	0	0
2.	0					
3.	0					
4.	0					
5.	0					
6.	0					
7.	0					
8.	0					
9.	0					
10.	0					
11.	0					
12.	0					
13.	0					
14.	0					
15.	0					
16.	0					
17.	0					
18.	0					
19.	0					
20.	0					
INN Administration	0					
Total INN Program Estimated Expenditures	0	0	0	0	0	0

Attachment: Mariposa Expenditure Plan for MHSA FY2021-2023 3-year Plan - Final (RES-2022-222 : Approval of Amendment to MHSA 3-Year

FY 2020-21 Through FY 2022-23 Three-Year Mental Health Services Act Expenditure Plan
Innovations (INN) Component Worksheet

County: Mariposa

Date: 4/21/20

	Fiscal Year 2022/23					
	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. (new plan TBD)	0	0	0	0	0	0
2.	0					
3.	0					
4.	0					
5.	0					
6.	0					
7.	0					
8.	0					
9.	0					
10.	0					
11.	0					
12.	0					
13.	0					
14.	0					
15.	0					
16.	0					
17.	0					
18.	0					
19.	0					
20.	0					
INN Administration	0					
Total INN Program Estimated Expenditures	0	0	0	0	0	0

Attachment: Mariposa Expenditure Plan for MHSA FY2021-2023 3-year Plan - Final (RES-2022-222 : Approval of Amendment to MHSA 3-Year

FY 2020-21 Through FY 2022-23 Three-Year Mental Health Services Act Expenditure Plan
Workforce, Education and Training (WET) Component Worksheet

County: Mariposa

Date: 4/21/20

	Fiscal Year 2020/21					
	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 Programs	0	0				
4. Residency and Internship Programs	0	0				
5. Financial Incentive Programs	0	0				
6.	0					
7.	0					
8.	0					
9.	0					
10.	0					
11.	0					
12.	0					
13.	0					
14.	0					
15.	0					
16.	0					
17.	0					
18.	0					
19.	0					
20.	0					
WET Administration	0	0				
Total WET Program Estimated Expenditures	0	0	0	0	0	0

Attachment: Mariposa Expenditure Plan for MHSA FY2021-2023 3-year Plan - Final (RES-2022-222 : Approval of Amendment to MHSA 3-Year

FY 2020-21 Through FY 2022-23 Three-Year Mental Health Services Act Expenditure Plan
Workforce, Education and Training (WET) Component Worksheet

County: Mariposa

Date: 4/21/20

	Fiscal Year 2021/22					
	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					
3. Mental Health Career Pathways Programs	0					
4. Residency and Internship Programs	0	0				
5. Financial Incentive Programs	0					
6.	0					
7.	0					
8.	0					
9.	0					
10.	0					
11.	0					
12.	0					
13.	0					
14.	0					
15.	0					
16.	0					
17.	0					
18.	0					
19.	0					
20.	0					
WET Administration	0					
Total WET Program Estimated Expenditures	0	0	0	0	0	0

Attachment: Mariposa Expenditure Plan for MHSA FY2021-2023 3-year Plan - Final (RES-2022-222 : Approval of Amendment to MHSA 3-Year

FY 2020-21 Through FY 2022-23 Three-Year Mental Health Services Act Expenditure Plan
Workforce, Education and Training (WET) Component Worksheet

County: Mariposa

Date: 4/21/20

	Fiscal Year 2022/23					
	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					
3. Mental Health Career Pathways Programs	0					
4. Residency and Internship Programs	0	0				
5. Financial Incentive Programs	0					
6.	0					
7.	0					
8.	0					
9.	0					
10.	0					
11.	0					
12.	0					
13.	0					
14.	0					
15.	0					
16.	0					
17.	0					
18.	0					
19.	0					
20.	0					
WET Administration	0					
Total WET Program Estimated Expenditures	0	0	0	0	0	0

Attachment: Mariposa Expenditure Plan for MHSA FY2021-2023 3-year Plan - Final (RES-2022-222 : Approval of Amendment to MHSA 3-Year

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: 4/29/19

	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
3.	0					
4.	0					
5.	0					
6.	0					
7.	0					
8.	0					
9.	0					
10.	0					
CFTN Programs - Technological Needs Projects						
11.	0					
12.	0					
13.	0					
14.	0					
15.	0					
16.	0					
17.	0					
18.	0					
19.	0					
20.	0					
CFTN Administration	0					
Total CFTN Program Estimated Expenditures	0	0	0	0	0	0

Attachment: Mariposa Expenditure Plan for MHSA FY2021-2023 3-year Plan - Final (RES-2022-222 : Approval of Amendment to MHSA 3-Year

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: 4/29/19

	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
3.	0					
4.	0					
5.	0					
6.	0					
7.	0					
8.	0					
9.	0					
10.	0					
CFTN Programs - Technological Needs Projects						
11.	0					
12.	0					
13.	0					
14.	0					
15.	0					
16.	0					
17.	0					
18.	0					
19.	0					
20.	0					
CFTN Administration	0					
Total CFTN Program Estimated Expenditures	0	0	0	0	0	0

Attachment: Mariposa Expenditure Plan for MHSA FY2021-2023 3-year Plan - Final (RES-2022-222 : Approval of Amendment to MHSA 3-Year

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: 4/29/19

	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
3.	0					
4.	0					
5.	0					
6.	0					
7.	0					
8.	0					
9.	0					
10.	0					
CFTN Programs - Technological Needs Projects						
11.	0					
12.	0					
13.	0					
14.	0					
15.	0					
16.	0					
17.	0					
18.	0					
19.	0					
20.	0					
CFTN Administration	0					
Total CFTN Program Estimated Expenditures	0	0	0	0	0	0

Attachment: Mariposa Expenditure Plan for MHSA FY2021-2023 3-year Plan - Final (RES-2022-222 : Approval of Amendment to MHSA 3-Year

MHSA COUNTY COMPLIANCE CERTIFICATION

County: Mariposa

Local Mental Health Director	Program Lead
Name: Chevon Kothari	Name: Laura Glenn (interim)
Telephone Number: 209-742-0892	Telephone Number: 209-742-0823
E-mail: ckothari@mariposahsc.org	E-mail: lglenn@mariposahsc.org

County Mental Health Mailing Address:
Mariposa County Health and Human Services Agency
P.O. Box 99
Mariposa, CA 95338

I hereby certify that I am the official responsible for the administration of county mental health services in and for said county and that the County has complied with all pertinent regulations and guidelines, laws and statutes of the Mental Health Services Act in preparing and submitting this annual update, including stakeholder participation and nonsupplantation requirements.

This annual update has been developed with the participation of stakeholders, in accordance with Welfare and Institutions Code Section 5848 and Title 9 of the California Code of Regulations section 3300, Community Planning Process. The draft annual update was circulated to representatives of stakeholder interests and any interested party for 30 days for review and comment and a public hearing was held by the local mental health board. All input has been considered with adjustments made, as appropriate. The annual update and expenditure plan, attached hereto, was adopted by the County Board of Supervisors on _____.

Mental Health Services Act funds are and will be used in compliance with Welfare and Institutions Code section 5891 and Title 9 of the California Code of Regulations section 3410, Non-Supplant.

All documents in the attached annual update are true and correct.

Chevon Kothari
Local Mental Health Director/Designee (PRINT)

Chevon Kothari 5/21/20
Signature Date

County: Mariposa

Date: _____

Attachment: MHSA County Compliance Certification signed (RES-2022-222 : Approval of Amendment to MHSA 3-Year Plan)

Enclosure 1

MHSA COUNTY FISCAL ACCOUNTABILITY CERTIFICATION[1]

County/City: Mariposa

- [x] Three-Year Program and Expenditure Plan
- [ ] Annual Update
- [ ] Annual Revenue and Expenditure Report

Local Mental Health Director	County Auditor-Controller / City Financial Officer
Name: Chevon Kothari	Name: Luis Mercado
Telephone Number: 209-742-0892	Telephone Number: 209-966-1310
E-mail: ckothari@mariposahsc.org	E-mail: lmercado@mariposacounty.org

Local Mental Health Mailing Address:

Mariposa County Health and Human Services Agency
P.O. Box 99
Mariposa, CA 95338

I hereby certify that the Three-Year Program and Expenditure Plan, Annual Update or Annual Revenue and Expenditure Report is true and correct and that the County has complied with all fiscal accountability requirements as required by law or as directed by the State Department of Health Care Services and the Mental Health Services Oversight and Accountability Commission, and that all expenditures are consistent with the requirements of the Mental Health Services Act (MHSA), including Welfare and Institutions Code (WIC) sections 5813.5, 5830, 5840, 5847, 5891, and 5892; and Title 9 of the California Code of Regulations sections 3400 and 3410. I further certify that all expenditures are consistent with an approved plan or update and that MHSA funds will only be used for programs specified in the Mental Health Services Act. Other than funds placed in a reserve in accordance with an approved plan, any funds allocated to a county which are not spent for their authorized purpose within the time period specified in WIC section 5892(h), shall revert to the state to be deposited into the fund and available for counties in future years.

I declare under penalty of perjury under the laws of this state that the foregoing and the attached update/revenue and expenditure report is true and correct to the best of my knowledge.

Chevon Kothari — Local Mental Health Director (PRINT)

Chevon Kothari 5/21/20 — Signature Date

I hereby certify that for the fiscal year ended June 30, 2019, the County/City has maintained an interest-bearing local Mental Health Services (MHS) Fund (WIC 5892(f)); and that the County's/City's financial statements are audited annually by an independent auditor and the most recent audit report is dated 3/14/20 for the fiscal year ended June 30, 2019. I further certify that for the fiscal year ended June 30, 2019, the State MHSA distributions were recorded as revenues in the local MHS Fund; that County/City MHSA expenditures and transfers out were appropriated by the Board of Supervisors and recorded in compliance with such appropriations; and that the County/City has complied with WIC section 5891(a), in that local MHS funds may not be loaned to a county general fund or any other county fund.

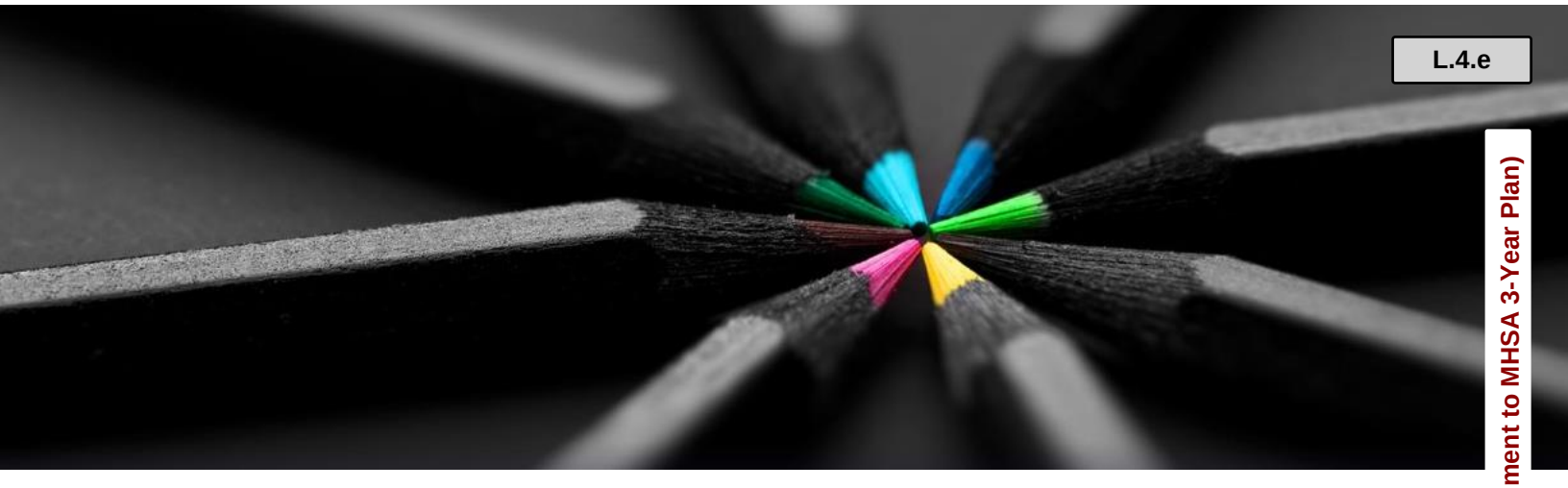
I declare under penalty of perjury under the laws of this state that the foregoing, and if there is a revenue and expenditure report attached, is true and correct to the best of my knowledge.

Luis Mercado — County Auditor Controller / City Financial Officer (PRINT)

5/28/20 — Signature Date

[1] Welfare and Institutions Code Sections 5847(b)(9) and 5899(a)

Attachment: MHSA County Fiscal Accountability Certification signed (RES-2022-222 : Approval of Amendment to MHSA 3-Year Plan)



DRAFT

Mariposa County Mental Health Services Act Annual Update FY 2021-2022 Amendment: Workforce, Education, and Training Programs

Mariposa County
Health & Human Services Agency
Healthy. Safe. Thriving.

Attachment: MHSA Annual Update (2021 - 2022) Ammendment - WET Projectv2 (RES-2022-222 : Approval of Amendment to MHSA 3-Year Plan)

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Appendix **19**

MHSA Fiscal Accountability Certification

MHSA County Compliance Certification

Mental Health Services Act Overview

What is the purpose of this document?

This document serves as an amendment to the approved MHSA annual update fiscal year 2021-2022. This amendment includes more information and funding for the workforce, education, and training component of MHSA.

What is the Mental Health Services Act (MHSA)?

California voters passed the Mental Health Services Act (MHSA) in 2004; the Act imposes a 1% tax on personal income in excess of one million dollars. 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.

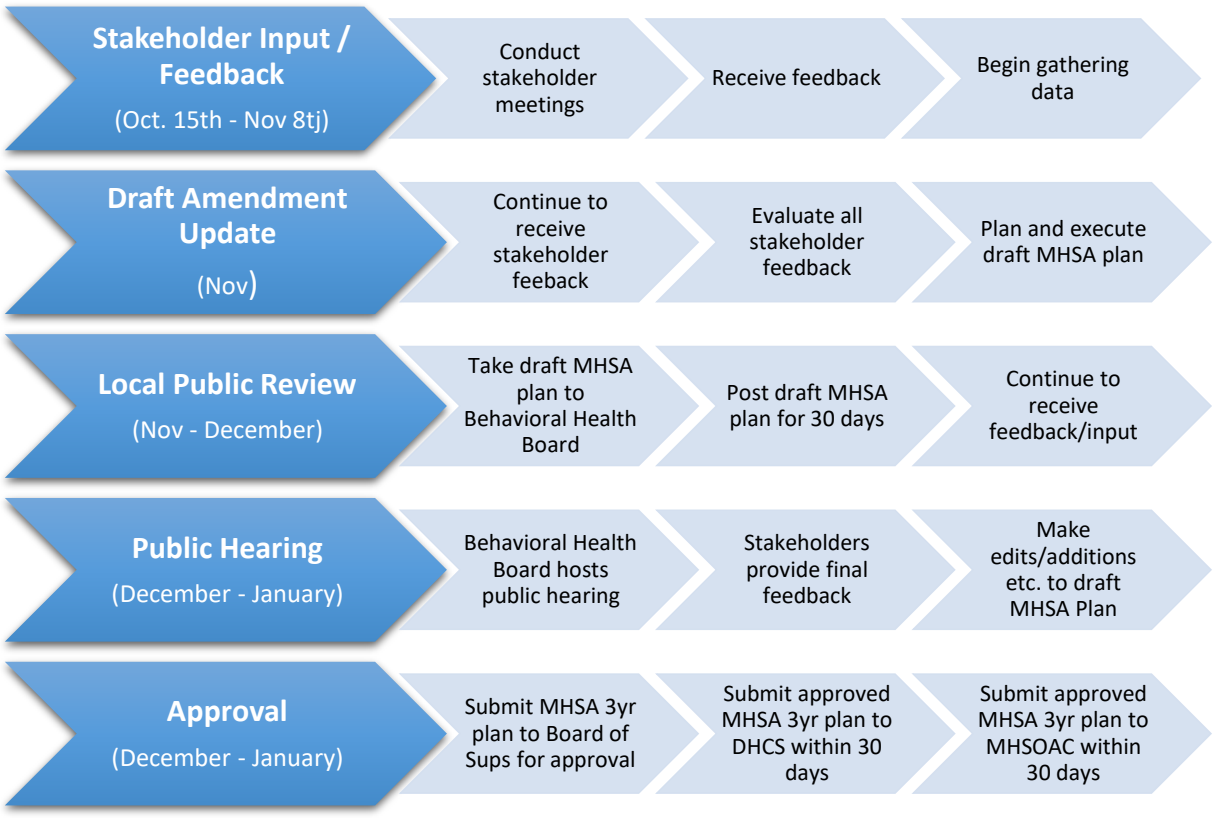
MHSA incorporates standard principles that are to be integrated throughout the mental health programs, services and supports.

Community Planning

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.”

FY 21-22 Amendment Planning Process:



Attachment: MHSA Annual Update (2021 - 2022) Ammendment - WET Projectv2 (RES-2022-222 : Approval of Amendment to MHSA 3-Year Plan)

2021 Amendment Local Review

Stakeholder Input / Feedback:

Feedback was gathered in October 2021 and continued through November 2021. MCBHRS presented to the Behavioral Health Board on November 3rd and held a stakeholder meeting on February 2nd to review the amendments to the FY 2021-2022 MHSA Annual Update.

30 Day Public Comment:

The Draft FY 2021-2022 MHSA Annual Update Amendment was posted for a 30-day public review and comment period from 12/21/2021 through 02/02/2022.

Circulation Methods:

The Draft amendment was posted throughout the community for 30 days. The plan was posted to the Mariposa County Behavioral Health website, the post office, and the Mariposa County Health & Human Services Facebook page, on 12/12/2021.

Public Hearing:

After the 30-day public review and comment period, a Public Hearing was held by the Behavioral Health Board on 02/02/2022. A notification of a Public Hearing was incorporated in this Draft amendment, 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 amendment was presented to the Board of Supervisors for approval on _____. Board of Supervisors Approved Plan on _____.

Substantive Comments:

Notice of Public Hearing – MHSA Amendment

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 February 2, 2022 at 11:30 a.m. or as soon thereafter as the item can be heard. The "Mariposa County Mental Health Services Act (MHSA) Plan Amendment (2021–2022)" will be reviewed during this meeting. The meeting will be held in person at the Health & Human Services Mariposa Room, 5362 Lemee Lane, Mariposa, CA, and via teleconference. Please join the meeting in-person or by calling the numbers 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 virtually or in person to review the proposed "Mariposa County Mental Health Services Act (MHSA) Plan Amendment (2021–2022)" and to make comments or suggestions.

A draft copy of the Mariposa County Mental Health Services Act (MHSA) Plan Update (2021–2022) was made available as of December 21st, 2021.

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 Laura Glenn at lglenn@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 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 virtually 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.

MHSA Amendment Overview

Mariposa County received our first MHSA funds in 2005, and we have continued to cultivate and refine these programs since. Mariposa County Behavioral Health and Recovery Service's goal is to support clients in achieving wellness in as many life domains as possible. Below you will find a list of programs that are aimed at targeting community needs identified through the stakeholder process.

Workforce, Education, and Training (WET):

- The Central Valley region group to implement the following:
  - Loan Repayment Programs.

Attachment: MHSA Annual Update (2021 - 2022) Ammendment - WET Projectv2 (RES-2022-222 : Approval of Amendment to MHSA 3-Year Plan)

Workforce Education and Training

Fiscal Year 2020 – 2021	Fiscal Year 2021 – 2022	Fiscal Year 2022 – 2023
$	$ 52,509.00	$

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.

Proposed Programs within Workforce, Education and Training (WET):

- Loan Repayment Program

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. 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.

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 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.

	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%

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.

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.

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.

FY 2021/2022 Annual Update:

The Office of Statewide Health Planning and Development (OSHPD) announced a WET regional partnership grant. MCBHRS falls under the central region and as such have been participating with the region to plan and organize these programs.

OSHPD has now (2021) transitioned to Health Care Access and Information (HCAI).

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

Budget:

Health Care Access and Information (HCAI) (formally OSPHD) is providing grants to counties through an MHSA match. Counties must provide their match to the region by 2024. Mariposa County will receive $52,509.00 in HCAI WET grant funds for specific WET efforts to be utilized in the 2021/2022 fiscal year.

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FY 2021/2022 MHSA Amendment - Expenditure Plan

	Fiscal Year 2021/22					
	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					
3. Mental Health Career Pathways Programs	0					
4. Residency and Internship Programs	0	0				
5. Financial Incentive Programs	0					
6. WET - Central Regional Partnership	45,660	39,480			6,180	
7.	0					
8.	0					
9.	0					
10.	0					
11.	0					
WET Administration	6,849				6,849	
Total WET Program Estimated Expenditures	52,509	39,480	0	0	13,029	0

	Fiscal Year 2022/23					
	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					
3. Mental Health Career Pathways Programs	0					
4. Residency and Internship Programs	0	0				
5. Financial Incentive Programs	0					
6.	0					
7.	0					
8.	0					
9.	0					
10.	0					
11.	0					
WET Administration	0					
Total WET Program Estimated Expenditures	0	0	0	0	0	0

Attachment: MHSA Annual Update (2021 - 2022) Ammendment - WET Projectv2 (RES-2022-222 : Approval of Amendment to MHSA 3-Year Plan)

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Behavioral Health Board Minutes

Board of Supervisors Minutes

Website Screenshot with Draft Posting

Appendix A: WET Assessment (Page 1 of 9)

Mariposa County Workforce, Education, and Training Assessment 2020

Mariposa County
Health & Human Services Agency
Healthy. Safe. Thriving.

Attachment: MHSA Annual Update (2021 - 2022) Ammendment - WET Projectv2 (RES-2022-222 : Approval

Appendix A: 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:** April 5, 2022

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.

Health and Human Services Agency Director

Printed Name: Joe Lynch **Signature:** _____

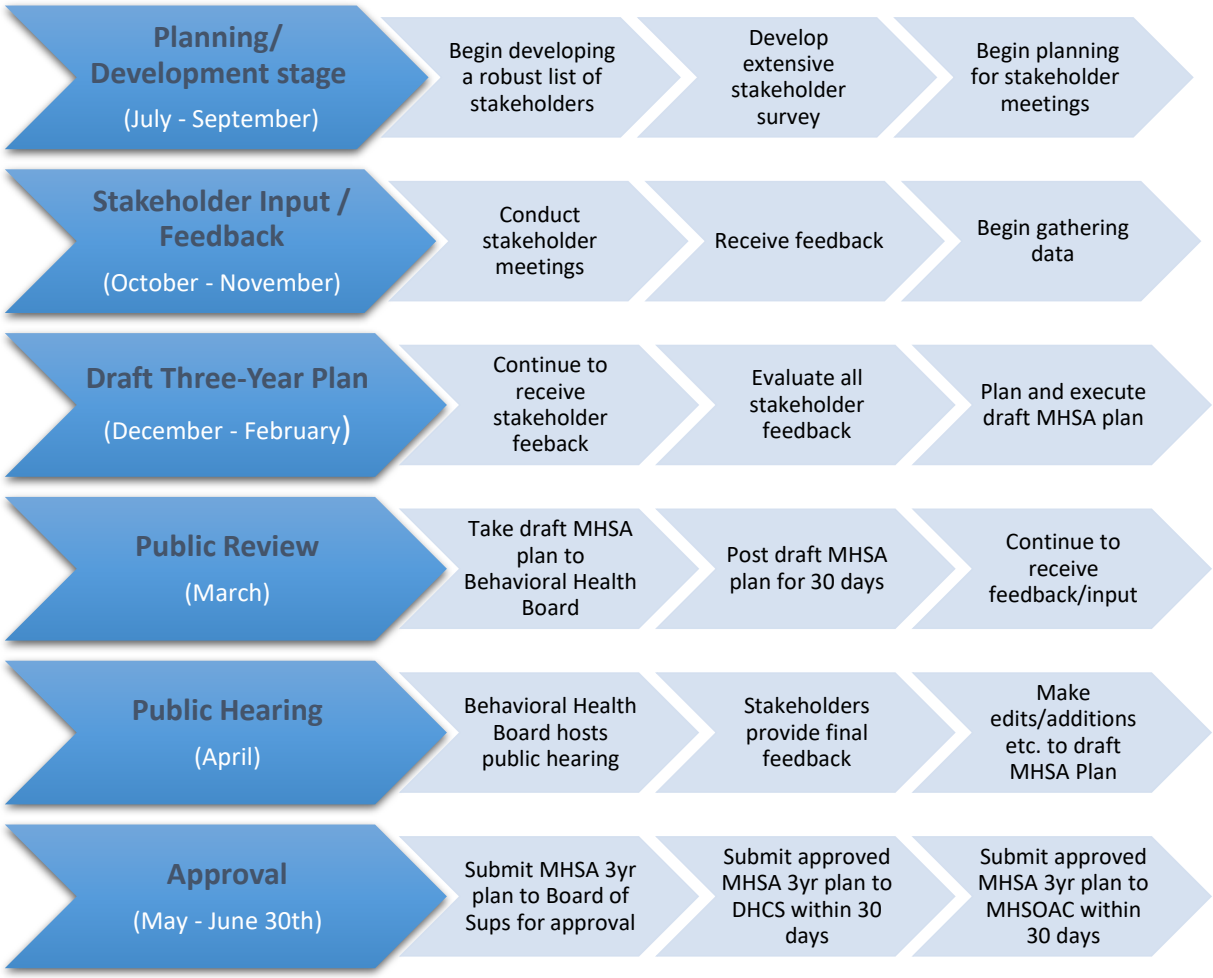
Phone: 209-966-2000 **Email:** jlynch@mariposacounty.org **Address:** PO Box 99, Mariposa, CA 95338

Contact Person: Laura Glenn ---- Phone: 209-742-0823 --- Email: lglenn@mariposacounty.org

Appendix A: 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.

Appendix A: 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**

Attachment: MHSA Annual Update (2021 - 2022) Ammendment - WET Projectv2 (RES-2022-222 : Approval

Appendix A: 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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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	Addtl # 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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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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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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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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To provide feedback on the proposed programs please send an email to lglenn@mariposacounty.org *OR* plan to attend the Public Hearing.