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

March 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")

Supervisors Forsythe and Menetrey noted a clerical correction in the signature line of the agreement in CA11. Regarding CA15, Supervisor Forsythe requested a discussion and direction item be brought to the Board on the type of equipment being ordered.

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-2022-158**

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County

CA2. **Health and Human Services** **RES-2022-159**

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

CA3. **Sheriff's Office RES-2022-160**

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

CA4. **Administration/Community Development RES-2022-161**

Ratify and Approve the Allocation of $6,373.00 from the Safety and Freedom Enhancement (SAFE) Grant to Vines & Vittles, LLC for Out-Of-Pocket Covid-Related Expenses

CA5. **Administration/Community Development RES-2022-162**

Ratify the Allocation of $2,449.82 from the Safety and Freedom Enhancement (SAFE) Grant to Mountain Fitness for Out-Of-Pocket Covid-Related Expenses

CA6. **Administration/Community Development RES-2022-163**

Ratify the Allocation of $25,781.20 from the Safety and Freedom Enhancement (SAFE) Grant to the Alley for Out-Of-Pocket Covid-Related Expenses

CA7. **Administration/Community Development RES-2022-164**

Ratify the Allocation of $10,185.17 from the Safety and Freedom Enhancement (SAFE) Grant to Buck Meadows Ranch, LLC (Dba Blackberry Inn Bed & Breakfast) for Out-Of-Pocket Covid-Related Expenses

CA8. **Administration/Community Development RES-2022-165**

Ratify the Allocation of $20,339.51 from the Safety and Freedom Enhancement (SAFE) Grant to 1850 Brewing Company for Out-Of-Pocket Covid-Related Expenses

CA9. **Clerk of the Board of Supervisors 2022-27**

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 February of 2022

CA10. **Clerk of the Board of Supervisors 2022-28**

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 February of 2022

CA11. **County Counsel RES-2022-166**

Approve Extension Agreement Between National Park Service and County of Mariposa for the County Public Library, Wawona; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA12. **Health and Human Services RES-2022-167**

Approve an Increase in Extra-Help Hours from 999 Hours to 1,300 Hours for Two Kitchen Assistant Extra-Help Positions in the Health & Human Services Agency Adults & Aging Branch

CA13. **HHS/Behavioral Health & Recovery Services RES-2022-168**

Approve Agreement with Sierra Health Foundation to Function as Sub-Contractor and Grant Recipient for Medication Assisted Treatment (MAT) SOR 2 Coronavirus Telehealth Project; Authorize Acceptance of $99,801.04 for the Purchase of Cell Phones and Telehealth Equipment; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA14. **HHS/Community Services RES-2022-169**

Approve the Program Proposals for Services in Response to Area 12 Agency on Aging's Request for Proposal for Funding Cycle Years July 1, 2022--June 30, 2026, for Senior Transportation and the Senior Nutrition Programs; Authorize the Board of Supervisors Chair to Sign the Proposals; and Designate the Health and Human Services Director as Service Provider and Designee

CA15. **Public Works/Fleet RES-2022-170**

Approve Budget Action Transferring Funds Within Fleet Maintenance for the Purchase of Two (2) Water Tenders ($645,000); and Authorize the Director of Public Works and Transportation to Make the Purchase 4/5ths Vote Required

E. Board Recognitions

1. **Health and Human Services 2022-29**

Proclaim the Month of March 2022, as "Social Work Month"

Joe Lynch/Assistant CAO/Interim Health and Human Services Agency Director, discussed the important work of Social Workers then introduced Julianne Simms/Social Services Division Director who gave the report.

Chair Smallcombe presented the proclamation to Ms. Simms and staff.

RESULT: **ADOPTED [UNANIMOUS]**

MOVER: Marshall Long, District III Supervisor

SECONDER: Wayne Forsythe, District IV Supervisor

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

F. Departmental Presentation

Dr. Christina Allen/Deputy Public Health Director provided statistics on employee testing, noting that employee testing will continue until Mariposa County is in the moderate tier which is anticipated in the next few weeks. Dr. Allen also provided statistics on the Center of Disease Control (CDC) Data Tracker and the CDC Community Tracker, noting that the numbers hit the lowest in Community Tracker. Dr. Allen advised that Mariposa County is not seeing the impact of BA2 as much as other countries due to so many in the County that have already had Omicron and or received vaccines.

Shannon Hansen/Director of Public Works and Transportation provided an update on the Site Logic project noting the lighting has been completed, they are working on the solar, and will be moving on to the structures at the jail and museum parking lots and Public Works. Ms. Hansen noted that it was not realized during design review that MPUD water lines are running under the Government Center parking lot so the solar will be installed on the Hall of Records and the Library as roof mounts instead of the parking lot. Ms. Hansen also provided updates on the homeless

encampment on Miller Road which will be cleaned up next week. Ms. Hansen responded to the Board advising that the Darrah Road project is on schedule and a full report will be provided to the Board soon, and the Solar project will be wrapped up in August/September.

Dallin Kimble/County Administrative Officer advised that the Housing Rehab program is working out well with seven applications received so far, noting that if the improvement is going to increase the home value above $300,000, they are no longer eligible and urged that any inquiry's be done soon. Mr. Kimble advised Creek Side Terrace is almost ready to accept applications, and advertising will be provided around town with more information coming soon.

Kari Kisela/Chamber of Commerce provided fliers for the next ribbon cutting ceremonies to the Board and placed some on the back table, noting that Friday is the Granny's Grubb ceremony.

G. Public Comment on Non-Agenda Items

None.

Recess Board of Supervisors

9:26 AM Chair Smallcombe recessed the Board of Supervisors meeting, followed by the Deputy Clerk's reading of the Government Code announcement.

H. MARIPOSA PUBLIC FINANCE CORPORATION

1. **Administration (ID # 11833)**

Mariposa County Public Finance Corporation Annual Meeting

See Separate Meeting Minutes

RESULT: MEETING HELD

Reconvene as Board of Supervisors

9:35 AM Chair Smallcombe reconvened the Board of Supervisors meeting.

I. Regular Agenda Items

1. **HHS/Social Services RES-2022-171**

Approve the Acceptance of $250,000 for the Bringing Families Home Program through the California Department of Social Services; and Authorize the Mariposa County Health and Human Services Agency Director to Sign the Director's Certification Instructions and Funding Conditions, as Instructed by the California Department of Social Services

Julianne Simms/Health and Human Services Agency gave the staff report and provided information for families that need assistance, specifically through Child Welfare Services. This program will model the CalWORKS housing program. No public comment. Discussion ensued.

RESULT: **ADOPTED [UNANIMOUS]**

MOVER: Wayne Forsythe, District IV Supervisor

SECONDER: Marshall Long, District III Supervisor

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

2. **HHS/Employment and Community Services** **RES-2022-172**

Approve Memorandum of Understanding (MOU) with the California Department of Social Services (CDSS) Regarding Access to Confidential Data Related to Employment Development Department; and Authorize the Health and Human Services Director to Sign the MOU as Instructed by CDSS

Rebecca Maietto/Health and Human Services Agency gave the staff report, and noted that they will bring an item back mid-summer for a renewal. No public comment. Discussion ensued.

RESULT: **ADOPTED [UNANIMOUS]**

MOVER: Wayne Forsythe, District IV Supervisor

SECONDER: Tom Sweeney, District II Supervisor

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

3. **Building** **RES-2022-173**

Authorize the Allocation and Recruitment of One Full Time Development Services Technician (DST) Position in the Building Department (Effective Immediately)

Debra Willis/Interim Building Director gave the staff report. No public comment.

RESULT: **ADOPTED [UNANIMOUS]**

MOVER: Marshall Long, District III Supervisor

SECONDER: Wayne Forsythe, District IV Supervisor

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

Recessed

9:50 AM Chair Smallcombe recessed the meeting for a brief break and reconvened at 10:56 AM.

4. **Administration** **(ID # 12679)**

Discussion and Direction Regarding an Update on the Implementation of the New Enterprise Resource Planning (ERP) Software

Dallin Kimble/CAO introduced Leigh Westerlund/Assistant CAO who gave the staff report then introduced Luis Mercado/Auditor who presented additional information to the staff report. During public comment Karen Smith suggested that with this new program it would be helpful if the public could look up their own permits, land management information, and other information, Discussion ensued and staff responded to questions of the Board regarding training for staff/users,

some departments still using AS400 with a plan to bridge them to the ERP in the future, sunsetting AS400, and how the land management system and the ERP will work together and a desire to see a presentation of the land management system when it is available after purchase.

RESULT: INFORMATION RECEIVED

5. **Administration RES-2022-174**

Approve a Budget Action Correcting Auto Calculations in Oracle ($344,117) 4/5ths Vote Required

Dallin Kimble introduced Leigh Westerlund who gave the staff report. No public comment. Discussion ensued regarding providing more information during the staff report next year.

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

6. **Administration RES-2022-175**

Receive and Review the Midyear Financial Status Report and Approve Budget Adjustments 4/5ths Vote Required

Dallin Kimble introduced Leigh Westerlund who then gave the staff report and requested feedback from the Board on how they would like to approach this process in the future. No public comment. Discussion ensued regarding providing more information during the staff report next year, to include identifying departments, and be aware of repetitive numbers.

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

J. Items removed from Consent Agenda

None.

K. Board Information

Information received.

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L. Adjournment

11:27 AM Chair Smallcombe adjourned the meeting in memory of Mary Nielsen.

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 2022-158

MEETING: March 15, 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 2022-159

MEETING: March 15, 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# 12740

MARIPOSA COUNTY

Sheriff's Office · 209 966-3615

RESOLUTION - ACTION REQUESTED 2022-160

MEETING: March 15, 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# 12609

MARIPOSA COUNTY

Administration/Community Development · 966-3222

RESOLUTION - ACTION REQUESTED 2022-161

MEETING: March 15, 2022

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Ratify and Approve SAFE Grant to Vines & Vittles, LLC

RECOMMENDATION AND JUSTIFICATION:
Ratify and Approve the Allocation of $6,373.00 from the Safety and Freedom Enhancement (SAFE) Grant to Vines & Vittles, LLC for Out-Of-Pocket Covid-Related Expenses.

In response to the novel coronavirus pandemic, which simultaneously reduced many business' revenue and added operational costs, the Board of Supervisors authorized the Safety and Freedom Enhancement (SAFE) grant program to reimburse local businesses for out-of-pocket expenses related to the pandemic. The SAFE program provided forgivable loans for up to 100% of a local business' capital investment to comply with state and local pandemic mandates and guidelines.

Vines and Vittles received a grant in the amount of $6,373. Funding was used to offset the cost of increased take-out supplies, personal protective equipment for employees, disinfectants, and upgrading the outdoor dining area, including the purchase and installation of patio heaters, to allow for outdoor seating in winter months.

The SAFE program was executed as directed by the Board of Supervisors. This item is to inform the board and the public of actions that have been taken and request ratification of those actions.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
On July 21, 2020, the Board of Supervisors adopted resolution #2020-429 approving the application of a CDBG OTC grant to use existing Program Income to fund the SAFE program.

On July 7, 2020, the Board approved a transfer of revolving loan funds to program income within the Community Development Block Grant. The current program income reuse plan, which authorizes County use of funds for purposes including forgivable loans, was approved in 2016.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
A negative action could result the County requesting payment or requiring another revenue source to offset costs.

REF ID# 12704

FINANCIAL IMPACT:
This action ratifies the allocation of $6373.00 from the SAFE Grant Account in the Adopted Budget. These funds are supported by an approved 2019 Community Development Block Grant (CDBG) using existing program income and will not impact the General Fund Budget.

ATTACHMENTS:
Vines & Vittles SAFE Request Approval 5.24.2021 (PDF)
2021.03 SAFE Award Letter - Vines & Vittles (PDF)
2021.03 SAFE Award Letter - Vines & Vittles_difference (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

SAFE (Safety and Freedom Enhancement) Program

Applicant's Information	
Applicant's Name: Melissa Takahashi Dba: Vines & Vittles, Inc., Little Shop of Ramen	Business Age: 1 year, 3 months (15 months)
Address: 5021 Highway 140, Mariposa, CA 95338	Business Legal Structure: S Corp
County: Mariposa	Business Type: Limited Service Restaurant
Contact: Melissa Takahashi	Annual Business Revenue:
Phone: 209-966-2695 | Fax:	NAICS: 722513
Email: ShopofRamen@gmail.com	Is the Business Considered Essential: No
Website: https://littleshopoframen.square.site/	
Application Date:	Has the Business Filed Bankruptcy within the past 3 yrs: No
Dollar Amount of SAFE Request	
SAFE Program Use of Funds	
To reimburse the applicant for the purchases of outdoor patio heaters - $898, disinfectants and to-go supplies - $1,219, and electrical modifications and installation of outdoor heaters - $4,596.48. The total amount requested for reimbursement is $6,713.48.	

Review of Submitted Documents to Support SAFE Request For Application #5196

Essential or non-essential under the governor's COVID-19 Shelter in Place Order:

As outlined in the Executive Order N-33-20 by the Governor of the State of California and following the Presidential Policy Directive 21 (PPD-21) identifying 16 critical infrastructure sectors (essential) whose assets, systems and networks are considered vital to the national security, economic, and public health/safety, all individuals living in California are ordered to shelter-in-place.

Vines & Vittles, Inc., dba Little Shop of Ramen belongs to NAICS code 72 – Accommodation and Food Services, specifically 722513 – Limited-Service Restaurant. NAICS code 72 is classified as non-essential and ordered to close until further notice during the COVID-19 pandemic.

Mariposa County achieved - Risk Level Substantial, which allowed some non-essential indoor businesses – Limited-Service Restaurant - to operate with modifications adhering to COVID-19 safety protocols.

COVID-19 Practices – A Written Plan Describing Present Day COVID-19 Safety and Health Practices

The applicant provided a written COVID-19 Prevention Program (CPP) for Little Shop of Ramen. The CPP is based on a recommended safety and health model prepared by CAL OSHA, November 2020,

What is the financial capacity to follow the new safety reopening plan:

Attachment: Vines & Vittles SAFE Request Approval 5.24.2021 (RES-2022-161 : Ratify and Approve SAFE Grant to Vines & Vittles, LLC)

Based on sales received from March - October, 2020, the business gross revenues was $41,963.17. A list of monthly gross sales was submitted with the SAFE application. No other financial statements were submitted with the SAFE application.

Explain the current economic impact to the business due to COVID-19/Shelter-In-Place:

An in-house prepared Profit & Loss Statement for the period January 1 thru December 31, 2020 was submitted for review. Total income was $54,847, gross profit of $35,797, operating expenses of $46,200 with a net income of -$10,403. An interim Profit & Loss Statement for the period January 1 thru May 12, 2021 was submitted for review. Total income was $68,581, gross profit of $46,671, operating expenses of $97,792 with a net income of -$51,121. Included in operating expenses is purchases of equipment & furniture totaling $12,848, an increase in rent from $1,750 in January to $3,500 going forward, and wages averaging $5,000 in February, increasing to $13,000 for the months of March and April.

Monthly income has been increasing (balance of 2021, full business operations with no restrictions) but additional expenses, higher overhead, and more employees have negatively impacted net income.

Valid business FBN and proof of payment of taxes, including TOT:

The applicant provided a copy of their Fictitious Business Name Statement, filed with Mariposa County, dated February 8, 2021. A copy of a Sales and Use Tax statement – Vines & Vittles, Inc. dba Little Shop of Ramen was available for revies. 2020 tax payments have been made. Tax payment for the quarter ending March 31, 2021 has not been recorded.

Explain the intended use of the funding that may be provided by Mariposa County:

The applicant is requesting reimbursement for items purchased - outdoor patio heaters - $898, disinfectants and to-go supplies - $1,219, and a paid invoice for the electrical modifications and installation of outdoor heaters - $4,596.48. The total amount requested for reimbursement is $6,713.48.

What is the financial ability to pay payroll obligations and other operating expenses:

Based on sales received from March - October, 2020, the business gross revenues was $41,963.17. A list of monthly gross sales was submitted with the SAFE application. An interim Profit & Loss Statement for the period January 1 thru May 12, 2021 was submitted for review. Total income was $68,581, gross profit of $46,671, operating expenses of $97,792 with a net income of -$51,121. Included in operating expenses is purchases of equipment & furniture totaling $12,848, an increase in rent from $1,750 in January to $3,500 going forward, and wages averaging $5,000 in February, increasing to $13,000 for the months of March and April.

Monthly income has been increasing (for the balance of 2021, full business operations with no restrictions is anticipated) but current additional expenses, higher overhead, and more employees have negatively impacted net income.

RECOMMENDATIONS:

1. Approval of SAFE grant amount of $6,713.48 to reimburse items purchased to comply with recommended COVID-19 protocols.
2. Applicant provided a detailed plan to comply with COVID-19 safety and health practices.
3. Applicant committed personal resources to modify and continue restaurant operations adhering to California restrictions. The actions of the Applicant demonstrates their strong desire to continue operations.

By: Stanley Tom

Signature: Stanley Tom

Date: May 24, 2021

Attachment: Vines & Vittles SAFE Request Approval 5.24.2021 (RES-2022-161 : Ratify and Approve SAFE Grant to Vines & Vittles, LLC)

Mariposa County

DALLIN KIMBLE
County Administrative Officer

Post Office Box 784
Mariposa, CA 95338
(209) 742-1214
dkimble@mariposacounty.org
www.mariposacounty.org

May 24, 2021

Melissa Takahashi
Vines & Vittles
PO Box 969
Mariposa, CA 95338

RE: Award Announcement–Mariposa County SAFE Grant
Application #: 5196

Dear Melissa,

It is my pleasure to inform you that Vines & Vittles has been awarded a Safety and Freedom Enhancement (SAFE) Grant for expenses related to the novel coronavirus pandemic. This letter constitutes notice of a reimbursement award in the amount of $4,596.48.

In addition to the award amount, I'd also like to thank you for your ongoing efforts to adhere to all public health guidelines intended to mitigate the spread of COVID-19. Your diligence is contributing to the decline of COVID-19 cases in Mariposa County. We're not quite out of the woods just yet, but working together we can restore a safe and open economy.

Congratulations on your successful application. I hope this reimbursement of funds will support your business recovery and growth into the future. Please feel free to reach out to Tara Schiff, our economic development specialist, with any questions or information about other resources that may be available for your business. You can reach her at tschiff@mariposacounty.org or (209)742-1214.

My best,

Dallin Kimble

Attachment: 2021.03 SAFE Award Letter - Vines & Vittles (RES-2022-161 : Ratify and Approve SAFE Grant to Vines & Vittles, LLC)

Mariposa County

DALLIN KIMBLE
County Administrative Officer

Post Office Box 784
Mariposa, CA 95338
(209) 742-1214
dkimble@mariposacounty.org
www.mariposacounty.org

November 5, 2021

Melissa Takahashi
Vines & Vittles
PO Box 969
Mariposa, CA 95338

RE: Award Announcement–Mariposa County SAFE Grant
Application #: 5196

Dear Melissa,

On May 24th, Mariposa County issued you a check for $4,596.48 in response to your Safety and Freedom Enhancement (SAFE) Grant application to cover expenses related to the novel coronavirus pandemic.

It was brought to our attention that the original application amount was for $6713.48, a difference of $2,117. After meeting with Travis on Thursday, November 4th, we determined that the actual remaining amount is $1860.36. We've included a check for this amount with this letter.

Once again, I'd like to thank you for your ongoing efforts to adhere to all public health guidelines intended to mitigate the spread of COVID-19. Your diligence helped contribute to the mitigation of the spread of COVID-19 in Mariposa County. We're not quite out of the woods just yet, but working together we can restore a safe and open economy.

Congratulations on your successful application. I hope this reimbursement of funds will support your business recovery and growth into the future. Please feel free to reach out to Tara Schiff, our economic development specialist, with any questions or information about other resources that may be available for your business. You can reach her at tschiff@mariposacounty.org or (209)742-1214.

My best,

Dallin Kimble

Attachment: 2021.03 SAFE Award Letter - Vines & Vittles_difference (RES-2022-161 : Ratify and Approve SAFE Grant to Vines & Vittles, LLC)

MARIPOSA COUNTY

Administration/Community Development · 966-3222

RESOLUTION - ACTION REQUESTED 2022-162

MEETING: March 15, 2022

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Ratify and Approve SAFE Grant to Mountain Fitness

RECOMMENDATION AND JUSTIFICATION:
Ratify the Allocation of $2,449.92 from the Safety and Freedom Enhancement (SAFE) grant to Mountain Fitness for Out-of-Pocket Covid-related expenses.

In response to the novel coronavirus pandemic, which simultaneously reduced many business' revenue and added operational costs, the Board of Supervisors authorized the Safety and Freedom Enhancement (SAFE) grant program to reimburse local businesses for out-of-pocket expenses related to the pandemic. The SAFE program provided forgivable loans for up to 100% of a local business' capital investment to comply with state and local pandemic mandates and guidelines.

Mountain Fitness received a grant in the amount of $2,449,82. Funding was used to purchase individual sanitizing packets for each member (including a towel, spray bottle with disinfectant, and a cleaning rag). The funds also paid for a computer monitoring system to confirm that members were in compliance with the gym's safety policies as the gym is accessible 24 hours a day and staff is not always on site.

The SAFE program was executed as directed by the Board of Supervisors. This item is to inform the board and the public of actions that have been taken and request ratification of those actions.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
On July 21, 202, the Board of Supervisors adopted resolution #2020-429 approving the application of a CDBG OTC grant to use existing Program Income to fund the SAFE program.

On July 7, 2020, the Board approved a transfer of revolving loan funds to program income within the Community Development Block Grant. The current program income reuse plan, which authorizes County use of funds for purposes including forgivable loans, was approved in 2016.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
A negative action could result the County requesting payment or requiring another revenue source to offset costs.

REF ID# 12708

FINANCIAL IMPACT:
This action ratifies the allocation of $2449.82 from the SAFE Grant Account in the Adopted Budget. These funds are supported by an approved 2019 Community Development Block Grant (CDBG) using existing program income and will not impact the General Fund Budget.

ATTACHMENTS:
Mountain Fitness LLC SAFE Request Approval 4.1.2021 (PDF)
2021.03 SAFE Award Letter - Mountain Fitness (DOCX)

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

SAFE (Safety and Freedom Enhancement) Program

Applicant's Information	
Applicant's Name: Jennifer Kiser Dba: Mountain Fitness, LLC	Business Age: 5 years (60 months)
Address: 5041 CA-140, Mariposa, CA 95338	Business Legal Structure: LLC
County: Mariposa	Business Type: fitness center
Contact: Jennifer Kiser	Annual Business Revenue: $276,464 (2019 Schedule C)
Phone: 209-617-9408 Fax:	NAICS: 713940
Email: mtnfitness1@gmail.com	Is the Business Considered Essential: No
Website:	
Application Date:	Has the Business Filed Bankruptcy within the past 3 yrs: No
Dollar Amount of SAFE Request	
SAFE Program Use of Funds	
To reimburse the applicant for the purchases of masks, gloves, bleach, Lysol, hand sanitizer, trash bags, towels, filters, and COVID-19 related supplies. The applicant provided a listing of items purchased to adhere to COVID-19 safety and health protocols. No prices or number of items needed were provided. The applicant spent $925.43, from the months of September 2020 to February 2021. To monitor the member's compliance with COVID-19 safety and health practices within Mountain Fitness, the applicant purchased a computer, software, and related supplies to remotely monitor activities within the facility. Reimbursement for these items totaled $1,524.39.	

Review of Submitted Documents to Support SAFE Request

Essential or non-essential under the governor's COVID-19 Shelter in Place Order:

As outlined in the Executive Order N-33-20 by the Governor of the State of California and following the Presidential Policy Directive 21 (PPD-21) identifying 16 critical infrastructure sectors (essential) whose assets, systems and networks are considered vital to the national security, economic, and public health/safety, all individuals living in California are ordered to shelter-in-place.

Mountain Fitness LLC belongs to NAICS code 71 – Arts, Entertainment and Recreation, specifically 713940 – Fitness and Recreational Sports Centers. NAICS code 71 is classified as non-essential and ordered to close until further notice during the COVID-19 pandemic.

Mariposa County achieved - Risk Level Substantial, which allowed some non-essential indoor businesses – Limited-Service Restaurant - to operate with modifications adhering to COVID-19 safety protocols.

COVID-19 Practices – A Written Plan Describing Present Day COVID-19 Safety and Health Practices

The applicant provided a COVID-19 safety and health plan for employees and gym members. The plan focuses on constant sanitation of the gym environment and "personal protection equipment" for employees and gym members. The applicant purchased a laptop computer, software and a security system to monitor gym member activities and their compliance to COVID-19 protocols.

What is the financial capacity to follow the new safety reopening plan:

Attachment: Mountain Fitness LLC SAFE Request Approval 4.1.2021 (RES-2022-162 : Ratify and Approve SAFE Grant to Mountain Fitness)

Based on a March 31, 2020 estimate, the business monthly gross revenues was $18,000. A 2019 Schedule C reported annual gross revenues of $276,464, averaging $23,039 per month. Net profit was $41,130. Pre-COVID operating revenues would support reported expenditures and modifications to adhere to COVID-19 operating restrictions.

Explain the current economic impact to the business due to COVID-19/Shelter-In-Place:

2020 COVID-19 impacted net income is -$5,700 versus comparable 2019 net income of $40,000. As a result of reduced cash flow and COVID-19/Shelter-In-Place orders, the applicant accepted a salaried job to generate personal income to pay operating expenses – such as rent, utilities, and supplies. The fitness center lost a majority of its membership, a major source of revenue, from Shelter-In-Place orders. The applicant did not indicate the amount of personal funds injected into the business during 2020

Valid business FBN and proof of payment of taxes, including TOT:

None provided.

Explain the intended use of the funding that may be provided by Mariposa County:

The applicant provided a listing of items purchased to adhere to COVID-19 safety and health protocols. No prices or number of items needed were provided. The applicant spent $925.43, from the months of September 2020 to February 2021. Additionally, the applicant purchased a 13" MAC book computer, appointment aps, USB C2 2-port charger cable, ZOOM video 6-month subscription, and IT services to install this equipment to monitor gym member's compliance with COVID-19 safety and health practices. The total for these items are $1,524.39.

What is the financial ability to pay payroll obligations and other operating expenses:

Based on a March 31, 2020 estimate, the business monthly gross revenues is $11,000. Also. the applicant injected personal funds to support the business. No amount was indicated. The applicant submitted an in-house prepared Profit and Loss – for the period January – December, 2020, reported operating revenues of $229,863, with a net income of $33,583. The applicant also prepared a six-month pro forma profit and loss, covering the months of April -September 2021. Estimated gross revenues averaging $17,000, with a net income of $25,357.

RECOMMENDATIONS:

1. Approval of SAFE Grant funds of $2,449.82 – reimbursement of $925.43 for past purchases and $1,524.39 for equipment and software to monitor gym member's adherence to COVID-19 safety and health practices.
2. The applicant's purchase of computer laptop, software, and security system are one-time purchases that allows active and remote monitoring of gym members compliance of COVID-19 safety and health practices. To be able to operate within the COVID-19 operating restrictions, fitness centers made modifications to procedures and purchased monitoring equipment to stay in compliance with COVID-19 operating guidelines.
3. Applicant committed person resources and continues business operations following California restrictions. The actions of the Applicant demonstrate their desire to continue operations.

By: Stanley Tom

Signature: Stanley Tom

Date: April 19, 2021

Attachment: Mountain Fitness LLC SAFE Request Approval 4.1.2021 (RES-2022-162 : Ratify and Approve SAFE Grant to Mountain Fitness)

Mariposa County

DALLIN KIMBLE
County Administrative Officer

Post Office Box 784
Mariposa, CA 95338
(209) 742-1214
dkimble@mariposacounty.org
www.mariposacounty.org

May 24, 2021

Jenni Kiser
Mountain Fitness
PO Box 2097
Mariposa, CA 95338

RE: Award Announcement–Mariposa County SAFE Grant
Application #: 3539

Dear Jenni,

It is my pleasure to inform you that Mountain Fitness has been awarded a Safety and Freedom Enhancement (SAFE) Grant for expenses related to the novel coronavirus pandemic. This letter constitutes notice of an award in the amount of $2,449.82.

In addition to the award amount, I'd also like to thank you for your ongoing efforts to adhere to all public health guidelines intended to mitigate the spread of COVID-19. Your diligence is contributing to the decline of COVID-19 cases in Mariposa County. We're not quite out of the woods just yet, but working together we can restore a safe and open economy.

Congratulations on your successful application. I hope this reimbursement of funds will support your business recovery and growth into the future. Please feel free to reach out to Tara Schiff, our economic development specialist, with any questions or information about other resources that may be available for your business. You can reach her at tschiff@mariposacounty.org or (209)742-1214.

My best,

Dallin Kimble

Attachment: 2021.03 SAFE Award Letter - Mountain Fitness (RES-2022-162 : Ratify and Approve SAFE Grant to Mountain Fitness)

MARIPOSA COUNTY

Administration/Community Development · 966-3222

RESOLUTION - ACTION REQUESTED 2022-163

MEETING: March 15, 2022

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Ratify and Approve SAFE Grant to the Alley

RECOMMENDATION AND JUSTIFICATION:
Ratify the Allocation of $25,781.20 from the Safety and Freedom Enhancement (SAFE) Grant to the Alley for Out-Of-Pocket Covid-Related Expenses.

In response to the novel coronavirus pandemic, which simultaneously reduced many business' revenue and added operational costs, the Board of Supervisors authorized the Safety and Freedom Enhancement (SAFE) grant program to reimburse local businesses for out-of-pocket expenses related to the pandemic. The SAFE program provided forgivable loans for up to 100% of a local business' capital investment to comply with state and local pandemic mandates and guidelines.

The Alley received a grant in the amount of $25,781.20. Funding was used to purchase a temporary outdoor structure for outdoor dining, masks, gloves, to-go containers, bleach, Lysol, hand sanitizer and plastic sheeting barriers.

The SAFE program was executed as directed by the Board of Supervisors. This item is to inform the board and the public of actions that have been taken and request ratification of those actions.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
On July 21, 202, the Board of Supervisors adopted resolution #2020-429 approving the application of a CDBG OTC grant to use existing Program Income to fund the SAFE program.

On July 7, 2020, the Board approved a transfer of revolving loan funds to program income within the Community Development Block Grant. The current program income reuse plan, which authorizes County use of funds for purposes including forgivable loans, was approved in 2016.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
A negative action could result the County requesting payment or requiring another revenue source to offset costs.

FINANCIAL IMPACT:

This action ratifies the allocation of $5781.20 from the SAFE Grant Account in the Adopted Budget. These funds are supported by an approved 2019 Community Development Block Grant (CDBG) using existing program income and will not impact the General Fund Budget.

ATTACHMENTS:
Alley Lounge LLC SAFE Request Approval 3.23.2021 (PDF)
2021.03 SAFE Award Letter - Alley_dk (DOCX)

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

SAFE (Safety and Freedom Enhancement) Program

Applicant's Information	
Applicant's Name: Stephanie K. Erikson Dba: The Alley Lounge LLC	Business Age: 7 years (84 months)
Address: 5027 C Highway 140, Mariposa, CA 95338	Business Legal Structure: LLC
County: Mariposa	Business Type: restaurant
Contact: Stephanie K. Erickson	Annual Business Revenue: $225,327 (2019 Schedule C)
Phone: 209-742-4848 Fax:	NAICS: 722513
Email: thealleymariposa@gnail.com	Is the Business Considered Essential: No
Website: thealleylounge.com	
Application Date:	Has the Business Filed Bankruptcy within the past 3 yrs: No
Dollar Amount of SAFE Request	
SAFE Program Use of Funds	
To reimburse the applicant for the purchases of a 20'x31' outdoor shelter plus enhancements to accommodate outside dining - $5,470.14, 3-layer black mouth covers - $21.99, and two 1-gal. bleach disinfectant @ $21.99/bottle. The applicant listed disposable food safe gloves, face masks, bleach, hand sanitizer, and To Go containers recommended purchases to adhere to the National Restaurant Association's COVID-19 safety protocols. The applicant requested $1,706.00 in grant funds to purchase the above listed items. Dollar amounts were provided for each item.	

Review of Submitted Documents to Support SAFE Request

Essential or non-essential under the governor's COVID-19 Shelter in Place Order:

As outlined in the Executive Order N-33-20 by the Governor of the State of California and following the Presidential Policy Directive 21 (PPD-21) identifying 16 critical infrastructure sectors (essential) whose assets, systems and networks are considered vital to the national security, economic, and public health/safety, all individuals living in California are ordered to shelter-in-place.

The Alley Lounge LLC belongs to NAICS code 72 – Accommodation and Food Services, specifically 722513 – Limited-Service Restaurant. NAICS code 72 is classified as non-essential and ordered to close until further notice during the COVID-19 pandemic.

Mariposa County achieved - Risk Level Substantial, which allowed some non-essential indoor businesses – Limited-Service Restaurant - to operate with modifications adhering to COVID-19 safety protocols.

COVID-19 Practices - A written plan describing present day COVID-19 safety and health practices

The applicant's COVID-19 safety and health practices follow the National Restaurant Association's Operating Guidance, dated December 2020. A copy of the publication was provided.

Attachment: Alley Lounge LLC SAFE Request Approval 3.23.2021 (RES-2022-163 : Ratify and Approve SAFE Grant to the Alley)

What is the financial capacity to follow the new safety reopening plan:

Based on a March 31, 2020 estimate, the business monthly gross revenues was $11,000 for eight months, with some months with no income. A 2019 Schedule C reported annual gross revenues of $225,327, averaging $18,777 per month. Net profit for 2019 was $32,133. Pre COVID-19 operating revenues would support reported expenditures and modifications to adhere to COVID-19 operating restrictions.

Explain the current economic impact to the business due to COVID-19/Shelter-In-Place:

2020 COVID-19 impacted net income is $10,715 versus comparable 2019 net income of $49,369. As a result of reduced cash flow and COVID-19/Shelter-In-Place orders, the applicant has injected personal funds to pay operating expenses – such as rent, utilities, business loan, supplies, and food items. The applicant did not indicate the amount of personal funds injected into the business during 2020

Valid business FBN and proof of payment of taxes, including TOT:

None provided.

Explain the intended use of the funding that may be provided by Mariposa County:

The applicant provided receipts and invoices for the purchases of a 20'x31' outdoor shelter plus enhancements to accommodate outside dining - $5,470.14, 3-layer black mouth covers - $21.99, and two 1-gal. bleach disinfectant @ $21.99/bottle.

The applicant listed disposable food safe gloves, face masks, bleach, hand sanitizer, and To Go containers recommended purchases to adhere to the National Restaurant Association's COVID-19 safety protocols. The applicant requested $1,706.00 in grant funds to purchase the above listed items. Dollar amounts were provided for each item.

The applicant is requesting $7,242.11 in SAFE grant funds.

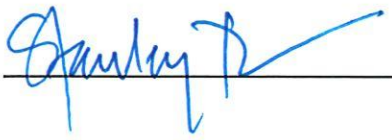
What is the financial ability to pay payroll obligations and other operating expenses:

Based on a March 31, 2020 estimate, the business monthly gross revenues is $11,000. Also. the applicant injected personal funds to support the business. The applicant submitted an in-house prepared Profit and Loss – for the period January 1, 2021 – March 1, 2021, reported operating revenues of $32,105, with a net profit of $6,721. For this quarter, the business was operating with 25% capacity limitations. As of March 22, 2021, Mariposa County is in Tier 3 – Orange. Tier 3 allows restaurants to operate at 50% capacity.

RECOMMODATIONS:

1. Approval of SAFE grant funds of $7,242.11. To support SAFE grant funds, receipts, products to be purchased, and use of products were submitted with the application.
2. Applicant demonstrated recommended modifications to the business and operating guidance to adhere to COVID-19 pandemic. A copy of the National Restaurant Association's "COVID-19 Operating Guidance" was submitted with the application.
3. Applicant committed personal funds and continued business operations following California restrictions. The actions of the Applicant demonstrate their strong desire to continue operations.

By: Stanley Tom

Signature: 

Date: March 23, 2021

Attachment: Alley Lounge LLC SAFE Request Approval 3.23.2021 (RES-2022-163 : Ratify and Approve SAFE Grant to the Alley)

Mariposa County

DALLIN KIMBLE
County Administrative Officer

Post Office Box 784
Mariposa, CA 95338
(209) 742-1214
dkimble@mariposacounty.org
www.mariposacounty.org

Stephanie Erikson
The Alley Lounge LLC
5027c CA HWY 140
Mariposa CA 95338

RE: Award Announcement–Mariposa County SAFE Grant
Application #: 3986

Dear Stephanie,

It is my pleasure to inform you that The Alley Lounge, LLC has been awarded a Safety and Freedom Enhancement (SAFE) Grant for expenses related to the novel coronavirus pandemic. This letter constitutes notice of an award in the amount of $7,242.11.

In addition to the award amount, I'd also like to thank you for your ongoing efforts to adhere to all public health guidelines intended to mitigate the spread of COVID-19. Your diligence is contributing to the decline of COVID-19 cases in Mariposa County. We're not out of the woods just yet, but working together we can restore a safe and open economy.

Congratulations on your successful application. I hope this reimbursement of funds will support your business recovery and growth into the future. Please feel free to reach out to Tara Schiff, our economic development specialist, with any questions or information about other resources that may be available for your business. You can reach her at tschiff@mariposacounty.org or (209)742-1214.

My best,

Dallin Kimble

Attachment: 2021.03 SAFE Award Letter - Alley_dk (RES-2022-163 : Ratify and Approve SAFE Grant to the Alley)

MARIPOSA COUNTY

Administration/Community Development · 966-3222

RESOLUTION - ACTION REQUESTED 2022-164

MEETING: March 15, 2022

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Ratify and Approve SAFE Grant to Buck Meadows Ranch, LLC

RECOMMENDATION AND JUSTIFICATION:
Ratify the Allocation of $10,185.17 from the Safety and Freedom Enhancement (SAFE) Grant to Buck Meadows Ranch, LLC (Dba Blackberry Inn Bed & Breakfast) for Out-Of-Pocket Covid-Related Expenses.

In response to the novel coronavirus pandemic, which simultaneously reduced many business' revenue and added operational costs, the Board of Supervisors authorized the Safety and Freedom Enhancement (SAFE) grant program to reimburse local businesses for out-of-pocket expenses related to the pandemic. The SAFE program provided forgivable loans for up to 100% of a local business' capital investment to comply with state and local pandemic mandates and guidelines.

Buck Meadows Ranch received a grant in the amount of $10,185.17. Funding was used to purchase outdoor dining furniture, additional bedding and towels, water filtration system, propane gas, additional disinfectant products and individual condiment containers.

The SAFE program was executed as directed by the Board of Supervisors. This item is to inform the board and the public of actions that have been taken and request ratification of those actions.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
On July 21, 202, the Board of Supervisors adopted resolution #2020-429 approving the application of a CDBG OTC grant to use existing Program Income to fund the SAFE program.

On July 7, 2020, the Board approved a transfer of revolving loan funds to program income within the Community Development Block Grant. The current program income reuse plan, which authorizes County use of funds for purposes including forgivable loans, was approved in 2016.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
A negative action could result the County requesting payment or requiring another revenue source to offset costs.

REF ID# 12710

FINANCIAL IMPACT:
This action ratifies the allocation of $10,185.17 from the SAFE Grant Account in the Adopted Budget. These funds are supported by an approved 2019 Community Development Block Grant (CDBG) using existing program income and will not impact the General Fund Budget.

ATTACHMENTS:
2021.03 SAFE Award Letter - Blackberry Inn (DOCX)
Blackberry Inn Bed & Breakfast SAFE Request Approval 10.25.2021 (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

DALLIN KIMBLE
County Administrative Officer

Post Office Box 784
Mariposa, CA 95338
(209) 742-1214
dkimble@mariposacounty.org
www.mariposacounty.org

October 26, 2021

Alexandra H. North
Blackberry Inn Bed & Breakfast
7567 Hamilton Station Loop Rd,
Groveland, CA 95321

RE: Award Announcement–Mariposa County SAFE Grant
Application #s: 7279

Dear Alex,

It is my pleasure to inform you that the Blackberry Inn Bed & Breakfast has been awarded a Safety and Freedom Enhancement (SAFE) Grant for expenses related to the novel coronavirus pandemic. This letter constitutes notice of an award in the amount of $10,185.17.

In addition to the award amount, I'd also like to thank you for your ongoing efforts to adhere to all public health guidelines intended to mitigate the spread of COVID-19. Your diligence is contributing to the mitigation of the spread of COVID-19 in Mariposa County. We're not quite out of the woods just yet, but working together we can restore a safe and open economy.

Congratulations on your successful application. I hope this reimbursement of funds will support your business recovery and growth into the future. Please feel free to reach out to Tara Schiff, our economic development specialist, with any questions or information about other resources that may be available for your business. You can reach her at tschiff@mariposacounty.org or (209)742-1214.

My best,

Dallin Kimble

Attachment: 2021.03 SAFE Award Letter - Blackberry Inn (RES-2022-164 : Ratify and Approve SAFE Grant to Buck Meadows Ranch, LLC)

SAFE (Safety and Freedom Enhancement) Program

Applicant's Information	
Applicant's Name: Buck Meadows Ranch, LLC Dba: Blackberry Inn Bed and Breakfast	Business Age: 13 years and 5 months, (161 months)
Address: 7567 Hamilton Station Loop. Groveland, CA	Business Legal Structure: LLC
County: Mariposa	Business Type: Lodging
Contact: Alexandra North	Annual Business Revenue: $512,673 (2019 1099-K)
Phone: (209) 962-4663 Fax:	NAICS: 721191
Email: ALEX@NORTHCPA@COM	Is the Business Considered Essential: No
Website: www.BLACKBERRY-INN.COM	
Application Date:	Has the Business Filed Bankruptcy within the past 3 yrs: No
Dollar Amount of SAFE Request	
SAFE Program Use of Funds	
To reimburse the applicant for the purchases of 1) Outdoor tables and chairs - $2,699.86, 2) small equipment, bedding and towels for rooms - $2,211.38, 3) installation of water filtration system - $4,028.00, 4) propane gas - $859.21, and 5) disinfecting products and food condiments - $396.72. The total amount requested for reimbursement is $ 10,185.17. The applicant provided a list of items purchased as well as receipts/statements/invoices for review.	

Review of Submitted Documents to Support SAFE Request For Application #7279

Essential or non-essential under the governor's COVID-19 Shelter in Place Order:

As outlined in the Executive Order N-33-20 by the Governor of the State of California and following the Presidential Policy Directive 21 (PPD-21) identifying 16 critical infrastructure sectors (essential) whose assets, systems and networks are considered vital to the national security, economic, and public health/safety, all individuals living in California are ordered to shelter-in-place.

Blackberry Inn Bed & Breakfast belongs to NAICS code 72 – Accommodation and Food Services, specifically 721191 – Bed-and-Breakfast Inn. NAICS code 72 is classified as non-essential and ordered to close until further notice during the COVID-19 pandemic.

As of June 15, 2021, the California Governor terminated the executive orders that put into place the Stay Home Order and the Blueprint for a Safer Economy. The public health order, effective June 15 supersedes all prior health orders. The order has limited restrictions, only related to masking and mega-events, as well as settings serving children and youth.

The applicant provided a copy of a "Welcome" letter describing the current COVID-19 health and safety policy for Blackberry Inn. Effective September 1, 2021, proof of vaccination is required for guests at the facility. Social distancing and hygiene and cleanliness practices are strictly followed by the staff. The "Welcome" letter provides guidance and recommendations on COVID-19 health and safety for guests.

Attachment: Blackberry Inn Bed & Breakfast SAFE Request Approval 10.25.2021 (1) (RES-2022-164 : Ratify and Approve SAFE Grant to Buck

What is the financial capacity to follow the new safety reopening plan:

Based on a 2019 1099-K, Payment Card and Third Party Network Transactions, the business grossed $512,673. Lowest month was January with $50 in income and the highest was June with $83,916. An in-house prepared interim Profit & Loss Statement for the period January 1 thru July 21, 2021, was provided for review. Gross rental income was $205,595, operating expenses were $118,476, with a net income of $61,103. No previously filed business income tax returns were submitted for review.

Explain the current economic impact to the business due to COVID-19/Shelter-In-Place:

Based on a 2019 1099-K, Payment Card and Third Party Network Transactions, the business grossed $512,673. Lowest month was January with $50 in income and the highest was June with $83,916.

Valid business FBN and proof of payment of taxes, including TOT:

A Fictitious Business Name Statement was submitted, with a renewal date of 5/4/2023. A copy of Form LLC-1 Articles of Organization Limited Liability Company (LLC), dated March 27, 2018 was submitted as proof of organization with the state of California. A copy of an American AgCredit real estate loan statement was provided with a notation indicating real estate taxes paid on 10/05/2020.

Explain the intended use of the funding that may be provided by Mariposa County:

To reimburse the applicant for the purchases of 1) Outdoor tables and chairs - $2,699.86, 2) small equipment, bedding and towels for rooms - $2,211.38, 3) installation of water filtration system - $4,028.00, 4) propane gas - $859.21, and 5) disinfecting products and food condiments - $396.72. The total amount requested for reimbursement is $ 10,185.17. The applicant provided a list of items purchased as well as receipts/statements/invoices for review.

What is the financial ability to pay payroll obligations and other operating expenses:

Based on a 2019 1099-K, Payment Card and Third Party Network Transactions, the business grossed $512,673. Lowest month was January with $50 in income and the highest was June with $83,916. An in-house prepared interim Profit & Loss Statement for the period January 1 thru July 21, 2021, was provided for review. Gross rental income was $205,595, operating expenses were $118,476, with a net income of $61,103.

RECOMMENDATIONS:

1. Approval of SAFE grant funds of $10,185.17. To support the request for SAFE grant funds, copies of receipts and invoices were submitted for review.
2. The Applicant demonstrated recommended modifications to the business and operating guidance to adhere to previous COVID-19 protocols and current safety and health practices. A copy of a "Welcome" letter describes current COVID-19 health and safety policies, including proof of vaccination, for guests staying at Blackberry Inn.
3. The Applicant followed 2020 and 2021 COVID-19 protocols, to continue their operations. Adherence to the protocols and changes to their operations demonstrate the Applicant's strong desire to continue their operations.

By: Stanley Tom

Signature:

Attachment: Blackberry Inn Bed & Breakfast SAFE Request Approval 10.25.2021 (1) (RES-2022-164 : Ratify and Approve SAFE Grant to Buck

MARIPOSA COUNTY

Administration/Community Development · 966-3222

RESOLUTION - ACTION REQUESTED 2022-165

MEETING: March 15, 2022

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Ratify and Approve SAFE Grant to 1850 Brewing Company

RECOMMENDATION AND JUSTIFICATION:
Ratify the Allocation of $20,339.51 from the Safety and Freedom Enhancement (SAFE) Grant to 1850 Brewing Company for Out-Of-Pocket Covid-Related Expenses.

In response to the novel coronavirus pandemic, which simultaneously reduced many business' revenue and added operational costs, the Board of Supervisors authorized the Safety and Freedom Enhancement (SAFE) grant program to reimburse local businesses for out-of-pocket expenses related to the pandemic. The SAFE program provided forgivable loans for up to 100% of a local business' capital investment to comply with state and local pandemic mandates and guidelines.

1850 Brewing Company received a grant in the amount of $20,339.51. Funding was used to purchase additional tent siding, outdoor furniture, propane for outdoor heaters, personal protective equipment for staff, cleaning supplies and HEPA air purifiers.

The SAFE program was executed as directed by the Board of Supervisors. This item is to inform the board and the public of actions that have been taken and request ratification of those actions.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
On July 21, 202, the Board of Supervisors adopted resolution #2020-429 approving the application of a CDBG OTC grant to use existing Program Income to fund the SAFE program.

On July 7, 2020, the Board approved a transfer of revolving loan funds to program income within the Community Development Block Grant. The current program income reuse plan, which authorizes County use of funds for purposes including forgivable loans, was approved in 2016.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
A negative action could result the County requesting payment or requiring another revenue source to offset costs.

REF ID# 12711

FINANCIAL IMPACT:
This action ratifies the allocation of $20,339.51 from the SAFE Grant Account in the Adopted Budget. These funds are supported by an approved 2019 Community Development Block Grant (CDBG) using existing program income and will not impact the General Fund Budget.

ATTACHMENTS:
1850_signed(PDF)
1850 Restaurant 3364 SAFE Rev. Request Approval 4.26.2021(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

Mariposa County

DALLIN KIMBLE
County Administrative Officer

Post Office Box 784
Mariposa, CA 95338
(209) 742-1214
dkimble@mariposacounty.org
www.mariposacounty.org

May 24, 2021

Hanna Wackerman
1850 Industries
PO BOX 492
MARIPOSA, CA 95338

RE: Award Announcement–Mariposa County SAFE Grant
Application #s: 3364/3528

Dear Hanna,

It is my pleasure to inform you that 1850 Industries has been awarded a Safety and Freedom Enhancement (SAFE) Grant for expenses related to the novel coronavirus pandemic. This letter constitutes notice of an award in the amount of $20,339.51.

In addition to the award amount, I'd also like to thank you for your ongoing efforts to adhere to all public health guidelines intended to mitigate the spread of COVID-19. Your diligence is contributing to the decline of COVID-19 cases in Mariposa County. We're not quite out of the woods just yet, but working together we can restore a safe and open economy.

Congratulations on your successful application. I hope this reimbursement of funds will support your business recovery and growth into the future. Please feel free to reach out to Tara Schiff, our economic development specialist, with any questions or information about other resources that may be available for your business. You can reach her at tschiff@mariposacounty.org or (209)742-1214.

My best,

Dallin Kimble

Attachment: 1850_signed (RES-2022-165 : Ratify and Approve SAFE Grant to 1850 Brewing Company)

SAFE (Safety and Freedom Enhancement) Program

Applicant's Information	
Applicant's Name: Hanna Wackerman Dba: 1850 Industries, Inc.	Business Age: 7 years (84 months)
Address: 5114 Highway 140, Mariposa, CA 95338	Business Legal Structure: S Corp
County: Mariposa	Business Type: Limited Service Restaurant
Contact: Hanna Wackerman	Annual Business Revenue: $1,926,680 (2019 1120-S Corp)
Phone: 209-966-2229 Fax:	NAICS: 722513
Email: HANNA@1850RESTAURANT.COM	Is the Business Considered Essential: No
Website: 1850RESTAURANT.COM	
Application Date:	Has the Business Filed Bankruptcy within the past 3 yrs: No
Dollar Amount of SAFE Request	
SAFE Program Use of Funds	
To reimburse the applicant for the purchases of outdoor patio heaters - $1,322.09, propane tanks for heaters - $2,028.52, replacement reflectors for heaters to direct more heat to guests - $909, additional siding for tents - $1,321.97, and outdoor dining tables and chairs - $14,757.93. The total amount requested for reimbursement is $20,339.51.	

Review of Submitted Documents to Support SAFE Request For Application #3364

Essential or non-essential under the governor's COVID-19 Shelter in Place Order:

As outlined in the Executive Order N-33-20 by the Governor of the State of California and following the Presidential Policy Directive 21 (PPD-21) identifying 16 critical infrastructure sectors (essential) whose assets, systems and networks are considered vital to the national security, economic, and public health/safety, all individuals living in California are ordered to shelter-in-place.

The 1850 Industries, Inc. belongs to NAICS code 72 – Accommodation and Food Services, specifically 722513 – Limited-Service Restaurant. NAICS code 72 is classified as non-essential and ordered to close until further notice during the COVID-19 pandemic.

Mariposa County achieved - Risk Level Substantial, which allowed some non-essential indoor businesses – Limited-Service Restaurant - to operate with modifications adhering to COVID-19 safety protocols.

COVID-19 Practices – A Written Plan Describing Present Day COVID-19 Safety and Health Practices

The applicant provided a written COVID-19 Safety and Health Practices for 1850 Restaurant. The practices cover 1) Stay-at-home policies when sick, tested positive on COVID-19 test, and close contact with persons having COVID-19 symptoms, 2) Use of Masks, 3) Hand Hygiene and Respiratory Etiquette, 4) Adequate Supplies of safety and health items, and 5) Use of Signs and public Messages.

Attachment: 1850 Restaurant 3364 SAFE Rev. Request Approval 4.26.2021 (RES-2022-165 : Ratify and Approve SAFE Grant to 1850 Brewing

What is the financial capacity to follow the new safety reopening plan:

Based on a March 31, 2020 estimate, the business monthly gross revenues was $19,600. A 2019 1120-S income tax return for a S Corporation reported annual revenues of $1,926,680, averaging $160,500 per month. Net profit was $92,115. Pre COVID-19 operating revenues would support reported expenditures and modifications to adhere to COVID-19 operating restrictions.

Explain the current economic impact to the business due to COVID-19/Shelter-In-Place:

2020 COVID-19 impacted net income is $(334,213) versus comparable 2019 net income of $92,115. As a result of reduced cash flow and COVID-19/Shelter-In-Place orders, the applicant applied and was approved for an SBA EIDL loan. The funds for the loan covered a portion of the operating expenses – such as rent, utilities, overhead expenses, supplies, and food items.

Valid business FBN and proof of payment of taxes, including TOT:

None provided.

Explain the intended use of the funding that may be provided by Mariposa County:

The applicant provided a list of items purchased - outdoor patio heaters - $1,322.09, propane bottles for heaters - $1,221.23, replacement reflectors for heaters to direct more heat to guests - $909, and additional siding for tents - $1,321.97. The amount for the following items is $4,773.29. No receipts or invoices were available for review.

The applicant indicated that additional items and equipment may be purchased to adhere to the recommended restaurant safety and health COVID-19 protocols for outdoor dining. The applicant provided a list of additional items purchased – outdoor propane bottles for heaters - $807.29, and outdoor dining tables and chairs - $14,757.93. Receipts and invoices were available for review. The total amount requested for reimbursement (previous and additional items) is $20,339.51.

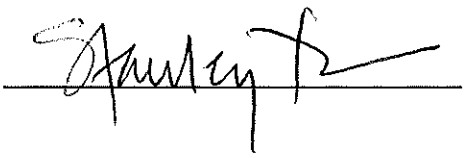
What is the financial ability to pay payroll obligations and other operating expenses:

Based on a March 31, 2020 estimate, the business monthly gross revenues is $19,600. The applicant is projecting 2021 monthly revenues of $205,000. An in-house prepared Profit and Loss for the period January – December 2020 listed Total Income of $1,793,471, with a loss of $99,015. For the calendar year 2020, when allowed 1850 Restaurant operated with 25% capacity restrictions. As of March 22,2021, Mariposa County is in Tier 3 – Orange. Tier 3 allows restaurants to operate at 50% capacity.

RECOMMENDATIONS:

1. Approval of SAFE grant amount of $20,339.51 (if funds available) to reimburse items purchased to comply with recommended restaurant COVID-19 protocols.
2. Applicant provided a detailed plan to comply with COVID-19 safety and health practices.
3. Applicant committed personal resources to modify and continue restaurant operations adhering to California restrictions. The actions of the Applicant demonstrates their strong desire to continue operations.

By: Stanley Tom

Signature: 

Date: April 26, 2021

Attachment: 1850 Restaurant 3364 SAFE Rev. Request Approval 4.26.2021 (RES-2022-165 : Ratify and Approve SAFE Grant to 1850 Brewing

MARIPOSA COUNTY

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

MEETING: March 15, 2022

TO: The Board of Supervisors

FROM: Rene LaRoche, Clerk of the Board

RE: CAO (Purchasing Agent) Signed Agreements

RECOMMENDATION AND JUSTIFICATION:
Receive the List of Agreements Entered into by the County Administrative Officer (CAO) (Purchasing Agent) Pursuant to County Code Chapter 3.08, Entered into, Received and Processed in February of 2022.

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

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

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

ATTACHMENTS:
CAO approved agreements 3-15-22 (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

BOARD REPORT ON CAO EXECUTED CONTRACTS

Board Agenda Item for March 15, 2022

Contractor	Amount	Term	Service	Department
DLB Assosciates for Phone Tech. Support (electronic)	$6,200	3/14/22 to 3/13/23	DLB Associates for Phone Tech. Support	Admin/I.T
ClientFirst (electronic)	$40,000	1/1/22 to 12/31/22	Clientfirst consultant and engineer support	Admin/I.T
NEOGov (electronic)	$13,893	10/06/21 to 10/05/22	Recruitment Services	Admin.
Historic Resource Associates (electronic)	$1,530	DOE to 5/1/22	Historic Assessment of 5123 Jones St.	Admin.
Veronica Ferguson	$3,000	1/07/22 to 6/30/22	Strategic Planning	Admin.
Veronica Ferguson	$2,000	1/07/22 to 6/30/22	Strategic Planning	Admin.
Colantuono Highsmith Whatley, PC	$50,000	1/14/22 to 1/13/23	Legal representation of Mariposa County	CoCo
Wanger Jones Helsley PC	$25,000	9/9/21 to 9/9/22	Legal representation of Mariposa County	CoCo
Central Coast Energy Services, Inc. (electronic)	$11,364	2/1/22 to 1/31/23	Software Application	HHSA
Building Design Group(electronic)	$10,000	1/1/22 to 12/31/22	Consultation Service	HHSA
Mariposa Sign and Print (electronic)	$15,000	1/1/22 to 6/30/22	Marketing Services	HHSA
Signal 88 Security (electronic)	$49,999	1/1/22 to 2/28/22	Security Services	SO
TracNet	$15,125	1/1/22 to 12/31/22	JMS Inmate Guardian Extraction and Data Feed	SO
PA= Purchasing Agent (CAO)				
APA= Assistant Purchasing Agent (Department Head)				

Attachment: CAO approved agreements 3-15-22 (2022-27 : CAO (Purchasing Agent) Signed Agreements)

MARIPOSA COUNTY

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

MEETING: March 15, 2022

TO: The Board of Supervisors

FROM: Rene LaRoche, Clerk of the Board

RE: Department Head Signed Agreements

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

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

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

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

ATTACHMENTS:
Department Head approved agreements 3-15-22 (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

BOARD REPORT ON DEPARTMENT HEAD EXECUTED CONTRACTS

Board Agenda Item for March 15, 2022

Contractor	Amount	Term	Service	Department
Kofile	$1,862	Upon Completion	Archival of Minutes Book Q	COB
OHD, LLP (electronic)	$860	2/14/22 to 5/31/22	Calibration of Quantifit Mask Fit Test Machine	Fire
47th Place Carpet One	$10,000	2/1/22 to 6/30/22	Floor Installation	HHSA
UC San Diego (electronic)	$6,000	2/1/22 to 1/31/2023	Center for Mindfulness Training	HHSA
Ranch Fence (electronic)	$10,000	5/4/21 to 5/3/22	Fence Installation	HHSA
California Mental Health Services Authority (electronic)	$3,500	7/1/21 to 6/30/22	Hotline for Suicide Prevention	HHSA
Ronan Cornec	$5,000	1/1/22 to 6/30/22	Literacy Tutoring Assistant Coordinator	Library
Michelle McCarty	$9,999.99	1/1/22 to 6/30/22	Literacy Tutoring Assistant Coordinator	Library
Jocelyn E. Roland, Ph.D. ABPP (electronic)	$9,000	2/14/22 to 2/13/23	Professional Pre-Employment Psychological Screenings	Probation
Yosemite Glass and Window (electronic)	$350.00	DOE to 6/30/22	Glass Repair at the Courthouse	PW
City Signs (electronic)	$6,493.88	1/15/22 to 12/31/22	Remove and Replace Flagpole at Jail	PW
Aqua Metric (electronic)	$2,611	2/26/22 to 2/25/23	Meter Reader Support	PW
PA= Purchasing Agent (CAO)				
APA= Assistant Purchasing Agent (Department Head)				

Attachment: Department Head approved agreements 3-15-22 (2022-28 : Department Head Signed

MARIPOSA COUNTY

County Counsel · (209) 966-3222

RESOLUTION - ACTION REQUESTED 2022-166

MEETING: March 15, 2022

TO: The Board of Supervisors

FROM: Steve Dahlem, County Counsel

RE: Approve Extension Agreement Between Park Service and Mariposa County for County Library at Wawona

---

RECOMMENDATION AND JUSTIFICATION:
Approve Extension Agreement Between National Park Service and County of Mariposa for the County Public Library, Wawona; and authorize the Board of Supervisors Chair to sign the agreement.

The Agreement provides a physical location for the Bassett Memorial Library in Wawona. This location is vital as it provides materials and services for thousands of tourists and local citizens each year.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board has previously extended agreements between the National Park Service and Mariposa County for the County Public Library, Wawona.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
The County Public Library, Wawona will close due to lack of physical location.

FINANCIAL IMPACT:
none

ATTACHMENTS:
YOSE Wawona Library Agreement Extension 2-28-2022_ (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# 12733

AGREEMENT EXTENSION

THIS AGREEMENT EXTENSION (Extension) is entered into on the most recent date below written by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "**COUNTY**," and the United States Government, acting by and through the Department of the Interior, National Park Service, Yosemite National Park, hereinafter referred to as "**NATIONAL PARK SERVICE**."

WHEREAS, COUNTY and **NATIONAL PARK SERVICE** entered into an Agreement to share responsibilities relative to the County Public Library in Wawona, executed in September of 1996; and

WHEREAS, COUNTY and **NATIONAL PARK SERVICE** agreed to extend the Agreement for a five (5) year period commencing July 1, 2001 and terminating June 30, 2006; and

WHEREAS, COUNTY and **NATIONAL PARK SERVICE** agreed to extend the Agreement for an additional five (5) year period commencing July 1, 2006 and terminating June 30, 2011; and

WHEREAS, COUNTY and **NATIONAL PARK SERVICE** agreed to extend the Agreement for an additional five (5) year period commencing July 1, 2011 and terminating June 30, 2016; and

WHEREAS, COUNTY and **NATIONAL PARK SERVICE** agreed to extend the Agreement for an additional five (5) year period commencing July 1, 2016 and terminating June 30, 2021; and

WHEREAS, the parties hereto desire to further extend the Agreement for an additional one (1) year and six month period commencing July 1, 2021 and terminating December 31, 2022;

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

1. The terms of the Agreement which is attached hereto marked Exhibit "A" and by this reference incorporated herein, shall be extended from July 1, 2021 through and including December 31, 2022.

2. All of the terms and conditions contained in the Agreement, save and except the expiration date, shall remain in full force and effect during the extended term hereof.

COUNTY:

_____
MARSHALL LONG, Chairman
Mariposa County Board of Supervisors

Date: _____

ATTEST:

_____
RENE LAROCHE
Clerk of the Board

NATIONAL PARK SERVICE:

Frank W Lands FRANK LANDS 2022.02.28 19:54:48 -08'00'
FRANK LANDS, Regional Director
Interior Regions 8, 9, 10, and 12

Date: _____

APPROVED AS TO FORM:

_____
STEVEN W. DAHLEM
County Counsel

Attachment: YOSE Wawona Library Agreement Extension 2-28-2022_ (RES-2022-166 : Approve Extension Agreement Between Park Service

Exhibit A

Agreement No. AG 8800-96-005

AGREEMENT

Between
NATIONAL PARK SERVICE
YOSEMITE NATIONAL PARK
and
COUNTY OF MARIPOSA
for
THE COUNTY PUBLIC LIBRARY, WAWONA

This Agreement is entered into on the date last below written, by and between the United States Government acting by and through the Department of the Interior, National Park Service, Yosemite National Park, hereinwith referred to as "the NATIONAL PARK SERVICE", and the County of Mariposa, a subdivision of the State of California, hereinafter referred to as "the COUNTY".

Article I. Background and Objectives

WHEREAS, the NATIONAL PARK SERVICE has the responsibility for protection and management of lands in the National Park System; and Yosemite National Park is part of the National Park System; and Wawona/Section 35 is within the boundaries of Yosemite National Park; and

WHEREAS, the COUNTY has responsibility for protection and management of lands in Mariposa County for enforcement of State and County laws and ordinances within the COUNTY and civil laws and ordinances in Wawona/Section 35 which is located within the boundaries of the COUNTY; and,

WHEREAS, the NATIONAL PARK SERVICE, in the interest of cooperation, has retroceded concurrent partial civil legislative jurisdiction regarding the private area of Wawona/Section 35 to the State of California (the STATE) and the COUNTY, which the STATE and the COUNTY have accepted; and both PARTIES have agreed to mutual and individual responsibilities in Memorandum of Agreement No. 8800-7-8005, particularly in respect to providing a public library facility and service; and

WHEREAS, the NATIONAL PARK SERVICE and the COUNTY have determined that it is desirable to cooperate in better utilizing the resources of both agencies to provide for more adequate community services in Wawona/Section 35; and have jointly developed and approved the Wawona Town Planning Specific Plan; and

(1)

Attachment: YOSE Wawona Library Agreement Extension 2-28-2022_ (RES-2022-166 : Approve Extension Agreement Between Park Service

WHEREAS, the NATIONAL PARK SERVICE and the COUNTY have the authority under the Wawona Town Planning Specific Plan to enter into this Agreement and believe it is in their mutual interest, as well as the general public and the residents of Wawona/Section 35, to do so.

NOW THEREFORE, the PARTIES hereby mutually agree as follows:

Article II. Statement of Work

This Agreement shall establish NATIONAL PARK SERVICE and COUNTY obligations relative to the County Public Library in Wawona/Section 35.

A. The NATIONAL PARK SERVICE shall:

1. Provide a fifteen hundred (1,500) square foot building together with a parking lot for COUNTY use as a public library. The building will be located on the corner of Mariposa Avenue and Chilnualna Falls Road in Wawona (Tract #04-109, APN 10-090-14) as more particularly shown an Exhibit "A" attached and hereinafter referred to as "BUILDING". Provision of the building is contingent upon the donation of said building by the BASSETTS under agreement No. AG 8800-96-003.

2. Provide all major maintenance and repair of the structure, utilities and parking area, including but not limited to, heating and cooling systems, roof repair, exterior painting, and assistance to the COUNTY in snow removal of the parking area when NATIONAL PARK SERVICE equipment is available.

4. Provide for water and sewer connections and waiver of monthly water and sewer fees.

B. The COUNTY shall:

1. Provide, as a minimum, all personnel and related support costs necessary to operate the new library facility at the current funded levels and future. Future funding levels will be based on the COUNTY annual budget cycle.

2. Accept monetary donations and appropriate volunteer services from the Wawona "Friends of the Library" to offset operating expenses above the current COUNTY funding levels, when necessary.

(2)

Attachment: YOSE Wawona Library Agreement Extension 2-28-2022_ (RES-2022-166 : Approve Extension Agreement Between Park Service

3. Provide minor maintenance such as repair of leaky faucets, light bulb replacement, cleaning, interior painting, snow removal from the porch and steps during operating hours, and snow removal from the parking area within established COUNTY snow removal criteria, etc.

4. Provide liability insurance covering the acts or omissions of County personnel or volunteers operating the library commensurate to other library facilities operated by the COUNTY.

5. Provide fire and comprehensive insurance for the structure, either through an insurance company or through self-insurance.

6. Maintain assigned grounds in a safe, sightly and clean manner.

7. Officially change the name of the Wawona Library to the "Wawona - Bassett Memorial Library".

Article III. Term of Agreement

Subject to Article V, this Agreement shall remain in effect for a period of five (5) years from the date of execution, and may be renewed by the mutual consent of the PARTIES. This Agreement may be modified by the mutual consent of the PARTIES.

Article IV. Key Officials

The Superintendent, Yosemite National Park, P.O. Box 577, Yosemite, California 95389; and the Chairperson, Board of Supervisors, Mariposa County, P.O. 784, Mariposa, California 95338, shall be the responsible officials.

Article V. Termination

Either PARTY may terminate this Agreement upon ninety (90) days advance written notice to the other PARTY. Upon notification by either PARTY of the intention to terminate the Agreement, public hearings will be held in Wawona/Section 35 by the PARTY proposing termination, prior to but no less than one month before the expiration of the Agreement. The public hearings will be used to receive public comment on weather or not the Agreement should be terminated.

(3)

Attachment: YOSE Wawona Library Agreement Extension 2-28-2022_ (RES-2022-166 : Approve Extension Agreement Between Park Service

Article VI. Required Clauses

During the performance of this Agreement, the participants agree to abide by the terms of Executive Order 11246 on nondiscrimination and will not discriminate against any person because of race, color, religion, sex, or national origin

No member or delegate to Congress, or resident Commissioner, shall be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this Agreement if made with a corporation for its general benefit.

Signatures

NATIONAL PARK SERVICE

for B.J. Griffin
Superintendent,
Yosemite National Park

10/23/96
Date

COUNTY OF MARIPOSA

Doug Balmain
Chairperson,
Board of Supervisors

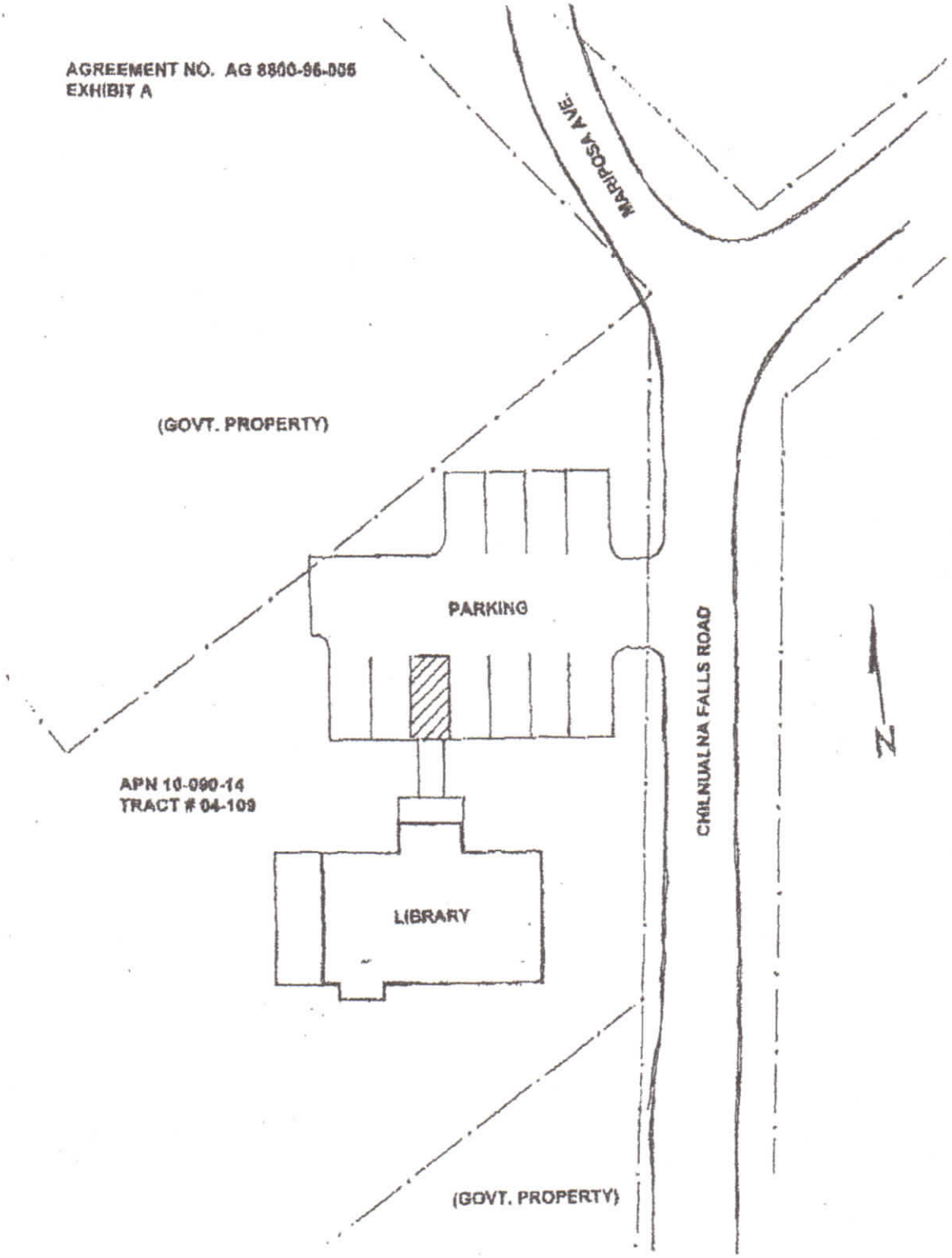
10/14/96
Date

(4)

Attachment: YOSE Wawona Library Agreement Extension 2-28-2022_ (RES-2022-166 : Approve Extension Agreement Between Park Service

Feb-16-00 11:16A P.05

AGREEMENT NO. AG 8600-96-005
EXHIBIT A



5

JUN-20-06 TUE 1:15 PM WAWONA BOG FAX NO. 209 3759507 P. 6

Attachment: YOSE Wawona Library Agreement Extension 2-28-2022_ (RES-2022-166 : Approve Extension Agreement Between Park Service

EXHIBIT B

Mariposa County Bassett Memorial Library at Wawona

Responsibility for Maintenance

National Park Service=NPS

Mariposa County=MC

Shared Responsibility=Collabration between MC and NPS

Feature	Responsible Agency	Maintain	Replace/Repair	Shared Responsibility
Exterior				
Foundation	NPS	X	X	
Exterior Siding	NPS	X	X	
Roofing	NPS	X	X	
Structural Framing	NPS	X	X	
Exterior Doors	NPS	X	X	
Locksets	MC	X	X	
Windows	NPS	X	X	
Porch Decking	NPS	X Yearly treatment/preservative		
	NPS		X	
Exterior Paint	NPS	X	X	
Gutters/Downspouts	NPS	X	X	
Fire Suppression System	MC	X	X	
Backflow Prevention	NPS	X	X	
Electrical System				
Receptacles	MC			XREPLACEMENT
Switches	MC	X		
	NPS		X	
Light fixtures/Lamps	MC			XREPLACEMENT
Circuit Breakers	NPS	X	X	
Concealed Wiring	NPS	X	X	
Complete System	NPS	X	X	

Attachment: YOSE Wawona Library Agreement Extension 2-28-2022_ (RES-2022-166 : Approve Extension Agreement Between Park Service

Feature	Responsible Agency	Maintain	Replace/Repair	Shared Responsibility
Cleaning				
Inside	MC	X		
Outside-Structure	NPS		X	
Outside-Landscaping	MC	X	X	
Windows	MC	Inside /Outside Cleaning		XREPLACEMENT
Plumbing System				
Faucet Fixtures	NPS MC	X	X	
Toilets	NPS MC	X	X	
Water Heater	NPS	X	X	
Plumbing	NPS	X	X	
Piping	NPS	X	X	
Frozen pipe thawing	NPS	X	X	
Heating Service				
Forced air furnace	NPS	X	X	
Thermostat	NPS	X	X	
Duct Work	NPS	X	X	
Register	NPS	X	X	
Interior Features				
Interior Doors	MC	X		X
Kitchen cabinetry	MC	X		X
Locksets	MC	X		X
Interior Paint	MC	X		X
Carpet	NPS MC	X		X X
Floor Coverings	NPS MC	X		X X

Attachment: YOSE Wawona Library Agreement Extension 2-28-2022_ (RES-2022-166 : Approve Extension Agreement Between Park Service

Feature	Responsible Agency	Maintain	Replace/Repair	Shared Responsibility
Interior Features				
Furniture	MC	X	X	
Appliances	MC	X	X	
Grounds				
Lawns & Landscaping	MC	X	X	
Irrigation System	MC	X	X	
Fire Clearance	MC	X	X	
Paved Areas				
Walkways	NPS		X	
	MC	X		
Driveway	MC	X		
	NPS		X	
Mark & paint parking lines yearly	MC-yearly	X		
Snow Removal	MC	Responsible		

Attachment: YOSE Wawona Library Agreement Extension 2-28-2022_ (RES-2022-166 : Approve Extension Agreement Between Park Service

MARIPOSA COUNTY

Health and Human Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2022-167

MEETING: March 15, 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

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RECOMMENDATION AND JUSTIFICATION:
Approve an Increase in Extra-Help Hours from 999 Hours to 1,300 Hours for two Kitchen Assistant Extra-Help Positions in the Health & Human Services Agency Adults & Aging Branch.

The additional hours are needed due to the long term absence of the Senior Nutrition Supervisor and the ongoing need to continue to provide the same level of service, the Extra help staff have been working more hours to assist the Permanent Part-Time Kitchen Assistant in preparation of meals for the lunches and meals that are prepared at the Senior Center and for the Meals on Wheels program.

For this reason, it is necessary to increase the hours worked by the Extra-Help Staff Services Analyst position to provide analyst duties in Behavioral Health's State audit and compliance provided to the Behavioral Health Branch. If the two Extra Help employees works the additional 301 hours, the cost will be approximately $9,030.

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 Adults & Aging Branch's ability to continue to provide the same level of services offered by the Senior Center.

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.

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

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

RESOLUTION - ACTION REQUESTED 2022-168

MEETING: March 15, 2022

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: Approve Subcontractor Agreement with Sierra Health Foundation

---

RECOMMENDATION AND JUSTIFICATION:
Approve Agreement with Sierra Health Foundation to Function as Sub-Contractor and Grant Recipient for Medication Assisted Treatment (MAT) SOR 2 Coronavirus Telehealth Project; Authorize Acceptance of $99,801.04 for the Purchase of Cell Phones and Telehealth Equipment; and Authorize the Board of Supervisors Chair to Sign the Agreement.

Sierra Health Foundation (The Center) and the California Department of Health and Human Services (the "Funder") entered into that certain Behavioral Health Telehealth Expansion Project (BHTEP Agreement 21-10295) dated September 20, 2021 (the "Prime Contract"), for the Medication Assisted Treatment (MAT) SOR 2 Coronavirus Telehealth Project (the "Project") whereby The Center agreed to assist DHCS with the administration of the funds to organizations to develop, enhance, and/or expand their facility's telehealth infrastructure to address the needs of individuals with substance use disorder (SUD), and/or serious mental illness (SMI), or with serious emotional disturbances (SED). This grant will provide funding for updated webcams, cell phone updates, connectors for equipment, telehealth licenses, electronic health record licenses, scanning software, and internet subscription fees.

The Center hereby engages The County of Mariposa (Subcontractor), as an independent contractor, to render the Services defined in Section 2 in connection with the services to be performed under the Prime Contract. Subcontractor will perform such services subject to the terms and conditions set forth in this Agreement and will receive an allocation not to exceed $99,801.04.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board of Supervisors does not have a prior history with Sierra Health Foundation.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If this Amendment is not approved, HHSA will not be able to participate in this program that would provide $99,801.04 for telehealth infrastructure support related to COVID-19 outbreak.

REF ID# 12650

FINANCIAL IMPACT:
This agreement will provide revenue ($99,801.04) for the County to purchase the telehealth equipment. There is no impact to the County General Fund.

ATTACHMENTS:
CA21MAT402 - Contract 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

SUBCONTRACT
For
Medication Assisted Treatment (MAT) SOR 2 Coronavirus Telehealth

Project Name:	Medication Assisted Treatment (MAT) SOR 2 Coronavirus Telehealth	Subcontract Number:	CA21MAT402
Effective Date:	November 20, 2021	Expiration Date:	November 30, 2022

SELECT	"ORGANIZATION"	
	☐Sierra Health Foundation 1321 Garden Hwy, Sacramento, CA 95833	☒Sierra Health Foundation: Center for Health Program Management (The Center) 1321 Garden Hwy, Suite 210 Sacramento, CA 95833

Subcontractor Name:	County of Mariposa - Health & Human Services Agency
Address	P.O. Box 99 Mariposa, CA 95338
Site Location (if applicable)	
DUNS #:	071859607
Tax ID:	94-6000880

1. Subcontractor is the following legal entity (select one):

☐Sole Proprietor/Individual(s)	☐Corporation	☐Nonprofit Corporation	☐General Partnership
☐Limited Liability Company	☐Limited Partnership	☐Limited Liability Partnership	☒Other: Government/Public

2. Enter all funding sources for the Subcontractor award.

Public Funding Source	CFDA#	Award #	Award Year	Jurisdiction	GS #	Amount
Coronavirus Response and Relief Supplemental Appropriations Act; Block Grants for Community Mental Health Services	93.958	B09SM083945	2021	☒Federal ☐State ☐Local	280	$99,801.04
				☐Federal ☐State ☐Local		
Identification of type of federal subaward relationship according to 2 CFR 200.				☒Subrecipient § 200.93	☐Subcontractor § 200.23	
Private Funding Source		Award #		Award Year		Amount

3. "Subcontractor Price" is the maximum amount to be paid to the Subcontractor under this Subcontract as follows:

SUBCONTRACTOR PRICE	$99,801.04
ADVANCE PAYMENT ☒ Yes ☐ No	$99,801.04

Attachment: CA21MAT402 - Contract Agreement (RES-2022-168 : Approve Subcontractor Agreement with Sierra Health Foundation)

AGREEMENT TYPE	
☐Standard Subcontract Agreement	☒Non-Standard Subcontract Agreement ☒Modification of insurance requirements ☐Indemnification modifications

4. "Attachments" are incorporated in this Subcontract as if included in full in the body of this document:

ATTACHMENT NO. CHECK APPLICABLE BOX	DESCRIPTION OF ATTACHMENT (Attachments 1-8 are to be included in all Subcontracts. Attachments 9-11 will be included if the box is checked.)
Attachment 1	Standard Terms and Conditions
Attachment 2	Scope of Services
Attachment 3	Budget
Attachment 4	Insurance Requirements
Attachment 5	Dispute Resolution
Attachment 6	Certification Regarding Debarment and Suspension
Attachment 7	Certificate for Contracts, Grants, Loans, and Cooperative Agreements
Attachment 8	Schedule of Federal Funds
Attachment 9 ☒Yes ☐No	Personally Identifiable Information
Attachment 10 ☒Yes ☐No	Confidentiality
Attachment 11 ☒Yes ☐No	Additional Provisions
Attachment 12 ☒Yes ☐No	Special Terms and Conditions for Federal Awards
Attachment 13 ☒Yes ☐No	Certification Regarding Lobbying
Attachment 14 ☒Yes ☐No	Disclosure of Lobbying Activities
Attachment 15 ☒Yes ☐No	Business Associate Agreement

5. The following "Special Provisions" modify the terms of the Standard Subcontract Agreement and are included in a Non-Standard Subcontract Agreement. These Special Provisions may be included only if approved by the Organization as indicated by the accompanying initials.

SPECIAL PROVISION	Approved
Subcontractors are required to attend an onboarding webinar to review compliance and reporting requirements, and performance and progress monitoring.	
The following sections in the prime contract are waived for subcontractors: Exhibit D(F) Section 3 Procurement Rules, Section 4 a (1) Reporting of Equipment/Property Receipt, (2) Annual Equipment/Property Inventory, and 4 (g) Motor Vehicles.	
Subcontract Agreement Section 2.03 Invoice Instructions. Does not apply.	
Subcontract Agreement Attachment 4 Insurance Section 1 (f) Automobile Insurance is waived.	

Attachment: CA21MAT402 - Contract Agreement (RES-2022-168 : Approve Subcontractor Agreement with Sierra Health Foundation)

MEDICATION ASSISTED TREATMENT (MAT)
SOR 2 CORONAVIRUS TELEHEALTH
SUBCONTRACT AGREEMENT

This Medication Assisted Treatment (MAT) SOR 2 Coronavirus Telehealth Subcontract Agreement (the "Agreement") is made and entered into as of **November 20, 2021** (the "Effective Date") by and between Sierra Health Foundation: Center for Health Program Management ("The Center") and **County of Mariposa - Health & Human Services Agency**, a **"Government Entity"** ("Subcontractor").

In consideration of the mutual covenants set forth herein, the parties agree as follows:

Prime Contract. The Center and the California Department of Health and Human Services (the "Funder") entered into that certain Behavioral Health Telehealth Expansion Project (BHTEP Agreement 21-10295) dated September 20, 2021 (the "Prime Contract"), for the Medication Assisted Treatment (MAT) SOR 2 Coronavirus Telehealth Project (the "Project") whereby The Center agreed to assist DHCS with the administration of the funds to organizations to develop, enhance, and/or expand their facility's telehealth infrastructure to address the needs of individuals with substance use disorder (SUD), and/or serious mental illness (SMI), or with serious emotional disturbances (SED). The Center hereby engages Subcontractor, as an independent contractor, to render the Services defined in Section 2 in connection with the services to be performed under the Prime Contract and Subcontractor is willing to perform such Services subject to the terms and conditions set forth in this Agreement. Subcontractor has been provided with the opportunity to review the terms of the Prime Contract, a copy of which is available through the following link: https://www.shfcenter.org/assets/MAT-SOR2-CVT-Prime-Contract-21-10295.pdf. The terms of the Prime Contract are hereby incorporated into this Agreement by reference, in their entirety subject to Section 1.01 of **Attachment 1**. In the event of any conflict, ambiguity, or inconsistency between or among the provisions, terms or conditions of this Agreement, including the attachments hereto or any documents referred to herein, or between or among the provisions, terms or conditions of this Agreement and the Prime Contract, the provision, term or condition requiring the greater quantity or higher quality, or placing the greater burden on Subcontractor, shall govern and control.

1. Scope of Services. Subcontractor will perform the services described in the Scope of Services attached hereto as **Attachment 2** and incorporated herein by reference (the "Services"). By signing this Agreement, Subcontractor agrees to perform the Services in accordance with any applications submitted by Subcontractor and approved by The Center and in accordance with this Agreement including the attachments. Subcontractor further certifies that it meets all eligibility requirements for performance and payment for the Services including as agreed based on the application submitted by Subcontractor.
2. Total Subcontract Price. Total payments by The Center to Subcontractor in connection with the performance of Services under this Agreement, including fees, reimbursements, costs, travel, and any other payments made for services rendered, material provided, or other expenses (collectively, "Compensation"), whether paid pursuant to the invoice procedure described in Section 2.01 of **Attachment 1**, as an advance payment, or by any other means, shall not exceed **$99,801.04** ("Total Subcontract Price").
    a. Advance payment. Upon execution of this Agreement and after all requirements in Section 5 are met, Subcontractor shall receive a single advance payment in the amount of **$99,801.04** to be applied against the Compensation payable in accordance with Section 2.01 of **Attachment 1**. Any unearned portion of such advance payment held by Subcontractor at the expiration of the Term or earlier termination of the Agreement shall be returned to The Center no later than ten (10) business days following the termination date.
3. Term. The term of this Agreement will commence on the Effective Date and will continue thereafter until **November 30, 2022** (the "Expiration Date") or earlier termination in accordance with the terms of this Agreement (the "Term").

Attachment: CA21MAT402 - Contract Agreement (RES-2022-168 : Approve Subcontractor Agreement with Sierra Health Foundation)

4. Insurance. Without limiting Subcontractor's duty of indemnification as set forth in Section 4 of **Attachment 1**, Subcontractor will obtain and maintain in force at all times during the Term insurance in accordance with the provisions of **Attachment 4**, attached hereto and incorporated herein by reference, and in accordance with the provisions of the Prime Contract, (the "Insurance"), with insurers reasonably acceptable to The Center. Subcontractor will provide evidence of such Insurance to The Center within five (5) business days after the Effective Date. The Certificate of Insurance must include the name of the Project. It is understood and agreed that The Center shall not pay any sum to Subcontractor under this Agreement unless all Insurance required by this Agreement is in force at the time that Services subject to such payment are rendered and Subcontractor has delivered evidence of same to The Center.

5. Attachments. The following attachments hereto are incorporated by reference into the Agreement ("Attachments"):

Attachment 1: Standard Terms and Conditions

Attachment 2: Scope of Services

Attachment 3: Budget

Attachment 4: Insurance Requirements

Attachment 5: Dispute Resolution Provisions

Attachment 6: Certification Regarding Debarment and Suspension

Attachment 7: Certification for Contracts, Grants, Loans, and Cooperative Agreements

Attachment 8: Schedule of Federal Funds

The following Attachments hereto are incorporated by reference into this Agreement if the box next to each Attachment is marked or checked:

☒ **Attachment 9:** Personally Identifiable Information

☒ **Attachment 10**: Confidentiality

☒ **Attachment 11**: Additional Provisions

☒ **Attachment 12**: Special Terms and Conditions for Federal Award

☒ **Attachment 13**: Certification Regarding Lobbying

☒ **Attachment 14**: Disclosure of Lobbying Activities

☒ **Attachment 15**: Business Associate Agreement

[Signature page follows]

Attachment: CA21MAT402 - Contract Agreement (RES-2022-168 : Approve Subcontractor Agreement with Sierra Health Foundation)

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the Effective Date. **November 20, 2021.**

THE CENTER

BY _____

Gil Alvarado
Sr. Vice President of Finance and Administration
Chief Financial Officer

DATE:_____

SUBCONTRACTOR

_____

Authorized Representative Signature

_____

Print Name of Authorized Representative & Title

DATE:_____

The Center Program Contact:

Sierra Health Foundation:
Center for Health Program Management
Nora Dunlap
Senior Program Officer
1321 Garden Highway, Suite 210
Sacramento, CA 95833

Subcontractor's Address:

County of Mariposa - Health & Human Services Agency
Rosemarie Smallcombe
Chair, Board of Supervisors
P.O. Box 99
Mariposa, CA 95338

Subcontractor's Contact Information:

Secondary Contact Information:
Randy Ridenhour
(209) 742-0922
rridenhour@mariposahsc.org

Subcontractor's Tax ID Number:
94-6000880

Contract Number:
CA21MAT402

DUNS Number
071859607

Attachment: CA21MAT402 - Contract Agreement (RES-2022-168 : Approve Subcontractor Agreement with Sierra Health Foundation)

ATTACHMENT 1

Standard Terms and Conditions

1. SERVICES TO BE PERFORMED BY SUBCONTRACTOR

1.01. Prime Contract. Subcontractor shall be bound and obligated by the Prime Contract, and to The Center, in the same manner and to the same extent as The Center is bound to the Funder under the Prime Contract, to the extent that the terms of the Prime Contract relate in any way, directly or indirectly, to the Services to be performed under this Agreement. Notwithstanding the foregoing or any contrary provision of this Agreement, nothing in this Agreement shall be construed as bestowing any rights or privileges on Subcontractor beyond what is provided for in the Agreement. Moreover, nothing in this Agreement shall be construed as limiting any rights or privileges of The Center otherwise allowed or provided for by the Agreement or the Prime Contract. In the event of an inconsistency between this Agreement and the Prime Contract, the terms of the Prime Contract shall govern.

1.02. Status of Subcontractor. Subcontractor enters into this Agreement, and will remain throughout the Term, as an independent contractor. Subcontractor agrees that Subcontractor does not and will not have any authority to act for, represent, obligate, or bind The Center in any way, nor in any way be deemed an agent, partner, joint venturer, employee, or in any other capacity a representative of The Center. Subcontractor agrees that Subcontractor is not entitled to the rights or benefits afforded to The Center's employees, including but not limited to disability or unemployment insurance, workers' compensation, medical insurance, sick leave, or any other employment benefit. Subcontractor is responsible for providing, at its own expense, disability insurance, unemployment insurance, workers' compensation insurance, and any other insurance, training, permits, and licenses for itself and for its employees and sub-subcontractors of any tier.

1.03. Method of Performing Services. Subject to the terms of this Agreement, Subcontractor will determine the method, details, and means of performing the Services hereunder. The Center reserves the right in its sole discretion to determine the amount and allocation of work assigned to Subcontractor at all times during the Term.

1.04. Time and Place of Performing Services. Subject to the terms of this Agreement, Subcontractor may select the time and location for performance of the Services.

1.05. Employees. Subcontractor shall not hire employees of The Center or any organization related to the Center to perform any portion of the Services or any work arising in connection with the Services, including, without limitation, secretarial, clerical, and similar incidental or nonincidental services.

1.06. Equipment, Materials, and Tools. Subcontractor will furnish all equipment, materials, tools, and supplies used in connection with performance of the Services.

1.07. Payment of Taxes. Subcontractor is responsible for paying when due all taxes, including penalties and interest, incurred in connection with Subcontractor's performance of the Services including, without limitation, income taxes, self-employment taxes, and other taxes, including estimated taxes, incurred as a result of any Compensation paid by The Center to Subcontractor for the Services rendered hereunder. Subcontractor will not be treated as an employee for purposes of disability income, Social Security taxes and benefits, federal unemployment compensation taxes, state unemployment insurance benefits, state wage and hour laws, and federal income tax withholding at sources. Subcontractor agrees to defend and indemnify The Center for any claims, costs, losses, fees, penalties, interest, or damages incurred by The Center resulting from Subcontractor's

Attachment: CA21MAT402 - Contract Agreement (RES-2022-168 : Approve Subcontractor Agreement with Sierra Health Foundation)

failure to comply with this Section. Subcontractor further agrees that in the event and to the extent Subcontractor is determined, by a court or agency with jurisdiction, to be an employee for purposes of a California Wage Order due to application of the "ABC" test set forth in the California Supreme Court case *Dynamex Operations West, Inc. v. Superior Court*, 4 Cal.5th 903 (2018), Subcontractor will still be considered an independent contractor for purposes of this Agreement and all other laws.

1.08. Compliance with Laws. Subcontractor, in the course of performance of the Services, shall comply with all applicable federal, state, and local laws, ordinances, rules and regulations.

1.09. Record Retention/Audit. Subcontractor agrees to maintain and preserve records related to this Agreement until seven (7) years following (a) termination of this Agreement or (b) final payment to Subcontractor hereunder. Subcontractor further agrees to permit The Center or Funder (through their respective designated representatives) to have access to, examine, and audit any books, documents, papers, and records related to this Agreement and to allow interviews of any employees who might reasonably have information related to such books, documents, papers, or records.

Subcontractor agrees that The Center and Funder (through their respective designated representatives) will have the right at any time during the Term, during Subcontractor's normal business hours, to conduct monitoring activities including but not limited to on-site visits and desk reviews, with respect to the Services (including deliverables) being provided by Subcontractor hereunder and Subcontractor's compliance with this Section. Subcontractor further agrees to comply with all audit and record retention requirements of the Prime Contract. The provisions of this Section shall survive the termination of this Agreement.

2. COMPENSATION

2.01 Compensation. In consideration for the Services provided in accordance with this Agreement, The Center will compensate Subcontractor pursuant to the Budget set forth in **Attachment 3**, attached hereto and incorporated herein by reference, subject to the not-to-exceed Total Subcontract Price. Unless otherwise required by the Prime Contract, invoice documentation shall be submitted on a monthly basis by the tenth (10th) day of the month, and shall detail actual line-item expenditures corresponding to **Attachment 3** incurred during the invoice period. Concurrently with such invoice documentation, unless expressly waived in a prior writing by The Center, Subcontractor shall deliver to The Center documentation for expenses corresponding to the invoice including, without limitation, time sheets or payroll records for each employee; receipts for supplies; documentation for sub-subcontract expenditures; and documentation for overhead and indirect expenditures. Subcontractor's duty to submit both the described invoice documentation and corresponding expense documentation in accordance with this Section 2.01 is a condition precedent to payment and to The Center's obligation to make any payment to Subcontractor under this Section 2.01. Invoice documentation and expense documentation will require approval from The Center prior to payment. The Center will pay all approved Compensation owed to the Subcontractor hereunder by check mailed to the Subcontractor at the invoice address, or by electronic funds transfer to the financial institution authorized in writing by the Subcontractor, within forty-five (45) days after The Center's receipt of an approved invoice. If The Center cannot determine whether an expense should be allowed because invoice detail, fiscal records, or backup documentation is nonexistent or inadequate according to generally accepted accounting principles or practices, The Center may disallow all questionable costs, and The Center may withhold payment. Upon receipt of adequate documentation supporting a disallowed or questionable expense, reimbursement may resume for the amount substantiated and deemed allowable.

Attachment: CA21MAT402 - Contract Agreement (RES-2022-168 : Approve Subcontractor Agreement with Sierra Health Foundation)

Notwithstanding the foregoing or any contrary provision of the Agreement, The Center will have no obligation to pay Subcontractor until The Center has received funds for such payment from the Funder.

2.02. Unauthorized Services. Any services not authorized under the terms of this Agreement shall be at the sole cost and expense of Subcontractor and will not be compensated by The Center or Funder and may in the sole and absolute discretion of The Center be deemed a material breach of this Agreement, and in no event shall an extension in the Term be granted on account of such unauthorized services.

2.03. Invoice Instructions. The agreement number must be identified on every invoice submitted for reimbursement and invoice must designate expenses by activity listed in **Attachment 3**. All invoices must include the following language: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Agreement with The Center. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

Invoices must be emailed to centerinvoices@shfcenter.org with a cc: to at or mailed to:
The Center
Attn:
1321 Garden Highway
Sacramento, California 95833

2.04. Timely Submission of Final Invoice. A final undisputed invoice shall be submitted for payment no more than thirty (30) calendar days following the expiration or termination date of this Agreement. Said invoice should be clearly marked "Final Invoice", indicating that all payment obligations of The Center under this Agreement have ceased and that no further payments are due or outstanding.

3. REPRESENTATIONS, WARRANTIES, AND COVENANTS OF SUBCONTRACTOR

3.01. Non-Exclusive Relationship. Except as expressly provided otherwise herein, this Agreement does not create an exclusive relationship between the parties. Subcontractor may in its discretion perform services for and contract with additional clients, persons, or companies during the Term. The Center may, in its sole discretion, engage other contractors to perform the same or similar work that Subcontractor will perform under this Agreement before, during, or after the Term.

3.02. Conflict of Interest. Notwithstanding the foregoing Section 3.01, Subcontractor represents and covenants that it has no interest, direct or indirect, and shall have no such interest during the Term, that conflicts or would conflict in any manner with its relationship with The Center, performance of the Services under this Agreement, or any monetary or business interest of The Center or the Funder. The terms of this Section 3.02 shall bind Subcontractor and its employees, agents, sub-subcontractors of any tier, and third parties performing services or providing materials in connection with performance of the Services.

3.03. All Licenses. Subcontractor represents, warrants, and covenants that Subcontractor maintains, and will maintain at all times during the Term, all licenses, permits, and other governmental approvals and authorizations required by state, local, and federal laws to perform the Services, and will promptly provide copies of any such licenses, permits, and any other governmental approvals and authorizations to The Center upon request.

Attachment: CA21MAT402 - Contract Agreement (RES-2022-168 : Approve Subcontractor Agreement with Sierra Health Foundation)

3.04. Sub-subcontractors. Subcontractor represents, warrants and covenants to The Center that (a) except with The Center's express prior written consent, this Agreement shall be incorporated by reference in its entirety into all sub-subcontracts of any tier, and (b) Subcontractor shall remain solely responsible for sub-subcontractors' performance and adherence to the terms of this Agreement.

3.05. Performance; Industry Standards and Practices. Subcontractor warrants and covenants that the Services to be provided under this Agreement will be performed in a professional manner conforming to generally accepted industry standards and practices. The Center shall have the right to assess the quality and progress of the Services performed by Subcontractor at any time and without advance notice to Subcontractor, including, without limitation, by progress and performance reports that Subcontractor shall provide in a form and frequency as may be required by The Center in its sole discretion. Notwithstanding any prior approval of an invoice pursuant to Section 2.01, The Center reserves the right to withhold payment, nullify and obtain reimbursement from Subcontractor for any payment made, terminate this Agreement, and/or take any other action to which it is entitled by law or this Agreement, as to any Services that The Center in its sole and absolute discretion determines to be incomplete, not satisfactory, or noncompliant with the Scope of Services or any other provision of this Agreement. Further, The Center may recover overpayments that The Center determines, in its sole and absolute discretion, by audit or otherwise, should not have been made to Subcontractor. Subcontractor agrees to reimburse any amounts, and/or return any overpayments, to The Center in accordance with this Section 3.05 within fifteen (15) days of demand by The Center.

3.06. Copyright; Proprietary Rights. Subcontractor represents and warrants that the materials, if any, produced by Subcontractor under this Agreement are and will be original and do not and will not infringe upon any intellectual property rights of The Center or any third party.

3.07. Return of Property of The Center. Upon the expiration or earlier termination of this Agreement, Subcontractor will return to The Center any and all property, documentation, records, equipment, intellectual property, and Confidential Information (defined in Section 7.01(a), below) that is the property of The Center.

4. INDEMNITY

4.01. General Indemnification. To the fullest extent permitted by law, Subcontractor agrees to indemnify, defend, and hold The Center, the Funder, Sierra Health Foundation, and their respective officers, directors, agents, representatives, constituent entities, affiliates, volunteers, officials, parents, subsidiaries, governing boards, and employees (collectively, "Indemnitees") free and harmless from all claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies (including, without limitation, interest, penalties, attorneys' fees, and costs) arising out of or connected with: (a) any breach by Subcontractor of any representation, warranty, covenant, or other obligation contained in this Agreement; (b) the performance by Subcontractor of the Services; or (c) any act or omission of any sub-subcontractor of any tier, suppliers, laborers, or any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of the Services. Subcontractor's duty of indemnity under this Article 4 shall not be limited by the types or amounts of Insurance maintained by Subcontractor or Subcontractor's sub-subcontractors of any tier. Subcontractor acknowledges and agrees that The Center may offset the amount of any indemnification payment due pursuant to this Article 4 against any amounts otherwise due and payable to Subcontractor in connection with this Agreement including but not limited to amounts otherwise due and payable under Section 2.01. The provisions of this Article 4 shall survive the expiration or earlier termination of this Agreement.

4.02. Indemnification – Patent and Intellectual Property. Subcontractor shall indemnify, defend, and hold harmless the Center and the Funder from and against any and all suits, actions, legal, or administrative

Attachment: CA21MAT402 - Contract Agreement (RES-2022-168 : Approve Subcontractor Agreement with Sierra Health Foundation)

proceedings, claims, allegations, causes of action, demands, damages, liabilities, interest, attorneys' fees, costs, expenses, and losses of any kind or nature to the extent arising from any concepts, products, designs, equipment, materials, processes, copyrighted materials, or confidential information furnished by Subcontractor under this Agreement that is alleged to or actually infringes any patent or copyrighted material or is claimed to be or determined to be a theft of trade secrets. If use of any part of such concept, product, design, equipment, material, process, copyrighted material, or confidential information is limited or prohibited, Subcontractor shall, at its sole expense, procure the necessary licenses to use the infringing concept, product, design, equipment, material, process, copyrighted material or confidential information or, with prior written approval from the Center or Funder, replace it with substantially equal but non-infringing concepts, products, designs, equipment, materials, processes, copyrighted material, or confidential information, provided:

(a) any substituted or modified concepts, products, designs, equipment, materials, processes, copyrighted material, or confidential information shall meet all the requirements and be subject to all the provisions of this Subcontract; and

(b) any replacement or modification shall not modify or relieve Subcontractor of its obligations under this Agreement.

The foregoing obligation shall not apply to any concept, product, design, equipment, material, process, copyrighted material, or confidential information that has been furnished in writing by the Center or Funder to Subcontractor.

5. NONDISCRIMINATION

5.01. Subcontractor agrees that Subcontractor and its employees, agents, and sub-subcontractors of any tier, if any, shall comply with all applicable federal, state, and local anti-discrimination laws, regulations, and ordinances, and shall not unlawfully discriminate, harass, or allow harassment against any of its employees or applicants for employment, any employees or agents of The Center, or any recipient of Services contemplated to be provided or provided under this Agreement, based on race, ancestry, marital status, color, religious creed, political belief, national origin, ethnic group identification, gender, sexual orientation, age, medical condition (including HIV and AIDS), or physical or mental disability. Subcontractor shall ensure that the evaluation and treatment of employees and applicants for employment, The Center employees and agents, and recipients of Services are free from such discrimination and harassment.

5.02. Subcontractor represents that is in compliance with and covenants that it will continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 *et seq.*), the Fair Employment and Housing Act (Government Code § 12900 *et seq.*), and regulations and guidelines issued pursuant thereto.

5.03. Subcontractor agrees to compile data, maintain records, post required notices, and submit reports, to evidence compliance with or permit effective enforcement of laws and this Article 5, and shall upon request by The Center provide evidence of compliance with this Article 5.

5.04. Subcontractor shall include the complete terms of this Article 5 in all sub-subcontracts of any tier arising out of or related to this Agreement.

6. TERMINATION OF AGREEMENT

6.01. Termination for Convenience. The Center may, upon ten (10) days' prior written notice to Subcontractor, terminate this Agreement for any reason or for no reason. The Center will incur no liability to

Attachment: CA21MAT402 - Contract Agreement (RES-2022-168 : Approve Subcontractor Agreement with Sierra Health Foundation)

Subcontractor by reason of termination pursuant to this Section 6.01; provided, however, that Subcontractor may be paid, in accordance with the payment procedures and requirements of this Agreement including Section 2.01 of this **Attachment 1**, for Services satisfactorily performed prior to the termination date and approved by The Center. In the event of termination under this Section 6.01, Subcontractor shall not be entitled to payment, including any overhead and/or profit, for Services not performed.

6.02. Termination on Occurrence of Stated Events. This Agreement will terminate automatically on the occurrence of any of the following events:

(a) Default under Section 6.03; or
(b) Disability or death of Subcontractor; or
(c) Expiration or earlier termination of the Prime Contract.

Notwithstanding any contrary provision in this Agreement, if The Center determines that it has not received or will not receive any portion of anticipated funding for this Agreement, then The Center may in its sole discretion, upon five (5) business days' prior notice to Subcontractor and without any liability to Subcontractor (a) revise the scope of the Services, or (b) terminate this Agreement.

6.03. Termination for Default.

(a) Subcontractor Default. If Subcontractor defaults in the performance of any of its obligations under this Agreement or materially breaches any provision of the Agreement, The Center may terminate this Agreement, after providing to Subcontractor five (5) business days' notice of the default or breach and Subcontractor's failure to completely cure the default or breach within such five (5)-business day time period. Termination will take effect upon communication of the notice of termination in accordance with Section 8.04.

(b) The Center Default. If The Center defaults in its obligation to pay any approved amount due to Subcontractor under Section 2.01 within thirty (30) days following the date such payment is due, Subcontractor may terminate this Agreement by fifteen (15) days' prior written notice to The Center; provided, however, that if The Center pays the amount due within such fifteen (15)-day period, the Agreement shall continue in full force and effect as if no such default had occurred.

7. CONFIDENTIALITY

7.01. Definitions. For purposes of this Agreement:

(a) "Confidential Information" means all non-public or proprietary information disclosed before, on, or after the Effective Date, by The Center to Subcontractor, or deliverables provided by Subcontractor to The Center hereunder, whether disclosed orally or disclosed or accessed in written, electronic, or other form or media, and whether or not marked, designated, or otherwise identified as "confidential," including, without limitation: research, plans, or other information regarding The Center's or Subcontractor's program and operations, lists of Affiliates (defined in Section 7.01(b) below), identities of Affiliates, software, developments, inventions, processes, formulas, technology, designs, drawings, marketing, finances, or other business information; and

(b) "Affiliates" means, for purposes of this Article 7 and with respect to The Center, any partners, investors, donors, or third-party providers of goods or services to The Center, or any third parties to whom The Center provides goods or services.

7.02. Confidentiality Obligations. At all times during the Term and thereafter, Subcontractor will: (a) use best efforts to protect and safeguard the confidentiality of all Confidential Information, (b) not access or use any

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Confidential Information, or cause or permit Confidential Information to be accessed or used, for any purpose other than in connection with compliance with this Agreement, (c) not disclose or cause or permit Confidential Information to be disclosed in any manner (except as may be required by law or pursuant to court order, provided that such disclosure does not exceed the extent of disclosure required by such law or court order), directly or indirectly, to any third person or entity, (d) immediately notify The Center of any breach of this Section 7.02 including without limitation unauthorized disclosure of Confidential Information, and (e) fully cooperate in any effort undertaken by The Center to enforce its rights under this Section 7.02. On the expiration or earlier termination of this Agreement, Subcontractor will promptly return to The Center all Confidential Information in its possession.

7.03. Compliance with FAR 52.203-19. Notwithstanding the foregoing provisions of this Article 7 or anything contained in this Agreement to the contrary, the parties shall fully comply with the requirements of FAR 52.203-19, which implements Section 743 of the *Consolidated and Further Continuing Appropriations Act of 2015*, Pub. L. 113-235 (Dec. 6, 2014). As a result, nothing contained in this Article 7 or its subparts is intended, or should be interpreted or construed, to prevent Subcontractor or the Center's employees and/or subcontractors from reporting instances of waste, fraud or abuse on a federal contract, in accordance with FAR 52.203-19(b).

7.04. Subcontractors. The terms of this Article 7 shall extend to and bind Subcontractor's employees, agents, sub-subcontractors of any tier, and partners.

8. GENERAL PROVISIONS

8.01. Survival. The terms and conditions of Section 1.02 (Status of Subcontractor), Section 1.07 (Payment of Taxes), Article 3 (Representations, Warranties, and Covenants of Subcontractor), Article 4 (Indemnity), Article 7 (Confidentiality), and this Article 8 (General Provisions), of **Attachment 1,** will survive the expiration or earlier termination of this Agreement.

8.02. Assignment. Subcontractor may not assign any of its rights, or delegate or subcontract any of its obligations, under this Agreement without the prior written consent of The Center. Any assignment or delegation in violation of the foregoing will be deemed null and void. Subject to the limitations contained in this Section 8.02, this Agreement will inure to the benefit of, be binding on, and be enforceable against each of the parties and their respective successors and permitted assigns.

8.03. Force Majeure. Notwithstanding any provision of this Agreement to the contrary, in the event that performance by either party of any obligation under this Agreement is prevented, restricted, delayed, or interrupted by reason of any circumstance beyond the reasonable control and without the fault or negligence of the party affected, and which circumstance could not have been reasonably foreseen by said party, then upon prompt notice to the other party the affected party will be excused from performance to the extent and for the duration of such prevention, restriction, delay, or interruption. For avoidance of doubt, such circumstances shall not include the following (this is not intended to be a complete list): economic hardship; inability to obtain or delayed availability of sufficient labor or materials, unless due to an industry-wide materials shortage or labor strike; changes in market conditions; or non-catastrophic climatic conditions and geological events.

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8.04. Notices. Any notices, consents, waivers, and other communications hereunder must be in a writing and may be effected by: (a) personal delivery, (b) mail, registered or certified, postage prepaid with return receipt requested, or (c) electronic transmission ("e-mail") that provides for proof of receipt, to the parties at the addresses appearing below the parties' signature blocks to this Agreement. Either party may change such addresses by giving written notice to the other party in accordance with this Section 8.04. Notices delivered personally will be deemed communicated upon receipt; mailed notices will be deemed communicated as of the earlier of the day of receipt or the third (3rd) day after mailing; and e-mailed notices will be deemed communicated as of the time shown on the proof of receipt.

8.05. Amendments. No amendment to or modification of this Agreement will be effective unless it is in writing, identified as an amendment to or modification of this Agreement, and signed by the parties hereto.

8.06. Entire Agreement of the Parties. This Agreement, together with the attachments hereto, constitutes the sole and entire agreement of the parties with respect to the subject matter hereof and supersedes any and all prior and contemporaneous understandings, agreements, representations, and warranties, whether oral or written, with respect to such subject matter.

8.07. Partial Invalidity. If any provision of this Agreement is held by a court of competent jurisdiction or arbitrator to be invalid, void, or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

8.08. Attorneys' Fees. If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that party may be entitled.

8.09. Personnel and Work Rules. Subcontractor shall employ only competent, skilled, and properly trained personnel to perform the Services, and shall remove any Subcontractor personnel determined to be unfit for duty or to be acting in violation of any provision of this Agreement or the Prime Contract. In the event any Subcontractor personnel is removed pursuant to this provision, Subcontractor shall promptly replace such individual with another who is fully competent, skilled, and properly trained to perform the Services.

8.10. Equal Opportunity / Anti-Discrimination. The Center is an equal opportunity employer. Subcontractor represents it is currently in compliance with and shall continue to comply with all federal, state, and local laws and regulations applicable to the Services. Such laws include but are not limited to the following: Title VII of the Civil Rights Act of 1964 as amended; the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 *et seq.*); The Rehabilitation Act of 1973 (29 U.S.C. § 701 *et seq.*), including but not limited to Sections 503 and 504; and the Fair Employment and Housing Act (Cal. Gov. Code § 12900 *et seq.*). Subcontractor shall not discriminate against any sub-subcontractor of any tier, employee, or applicant for employment, based on age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, marital status, or any other characteristic contained in the foregoing provisions, laws and regulations as they currently exist or may be amended from time to time.

8.11. Immigration Laws. Subcontractor shall comply with immigration laws of the United States relating to Subcontractor's employees and other personnel performing any portion of the Services. Subcontractor certifies that all such personnel shall be authorized by law to work in the United States and have presented documentation to Subcontractor that establishes both identity and work authorization in accordance with applicable immigration laws and regulations.

Attachment: CA21MAT402 - Contract Agreement (RES-2022-168 : Approve Subcontractor Agreement with Sierra Health Foundation)

8.12. Wage and Hour Regulations. At its sole cost and expense, Subcontractor shall comply with all wage and hour laws, rules, and regulations applicable to the Services, including but not limited to The Fair Labor Standards Act, and applicable state or local statutory or regulatory provisions, wage orders, ordinances, and determinations. Upon request by The Center, Subcontractor shall provide Personnel Activity Reports, certified payroll reports, timecards, or other certifications to verify Subcontractor's compliance with this Section and applicable law.

8.13. Uniform Guidance Procurement Standards. Subcontractor shall comply with all applicable procurement standards set forth at 2 C.F.R. § 200 *et seq*.

8.14. Licenses, Registration, Representations and Certifications. At all times, Subcontractor shall be properly registered and licensed to conduct business in the jurisdiction where the Services are to be performed and shall, upon request by The Center, demonstrate that it is not subject to any debarment lists and is registered through the System for Award Management (SAM.gov) portal, and shall at its sole expense provide to The Center upon request any necessary representations and certifications, including, without limitation, as requested by The Center, to demonstrate compliance with this Section.

8.15. Subcontractor Policies and Procedures. Upon request by The Center at any time, Subcontractor shall produce a copy of its employee handbook, policies, and procedures demonstrating implementation and compliance with rules and regulations applicable to the Services.

8.16. Further Assurances. Upon request by The Center at any time, Subcontractor shall provide further assurances including documentation, certification, or other writing requested by The Center, confirming its compliance with applicable laws, rules, and regulations, the Prime Contract, and this Agreement.

8.17. Safety. Subcontractor will obtain and utilize all safety equipment required by law or reasonably necessary for the provision of the Services, including without limitation personal protective equipment, the expense of which safety equipment shall be borne by Subcontractor. Subcontractor will comply with all applicable provisions of OSHA regulations and industry standards. Additionally, Subcontractor and Subcontractor employees shall comply with The Center's safety rules, plans, and procedures applicable to performance of the Services. Subcontractor will provide to The Center a safety plan ("Safety Plan") upon demand by the Center. The Safety Plan will include the following: safety training required for Subcontractor's employees; emergency training required for Subcontractor's employees; procedures for reporting and mitigating hazards and accidents in the Services work area; experience modification rate; the North American Industrial Classification System (NAICS) code of Subcontractor, as well as the NAICS national average rate for incidents in the code of Subcontractor, Subcontractor's OSHA recordable incident rate, including total case incident rate and lost day rate; and acknowledgement that Subcontractor and/or Subcontractor's employee may be removed at The Center's discretion for violation of The Center's safety policies and procedures.

8.18. Governing Law, Jurisdiction, and Venue. This Agreement will be governed by and construed in accordance with the laws of the State of California, without giving effect to any conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any other jurisdiction than the State of California. Subject to the Dispute Resolution Provisions set forth in **Attachment 5**, any action or proceeding by either of the parties to enforce this Agreement shall be brought only in any state or federal court located in the City and County of Sacramento, California. The parties irrevocably submit to the exclusive jurisdiction of such courts and waive the defense of inconvenient forum to the maintenance of any action or proceeding in such venue.

Attachment: CA21MAT402 - Contract Agreement (RES-2022-168 : Approve Subcontractor Agreement with Sierra Health Foundation)

8.19. Dispute Resolution. Any claim, dispute, or other matter arising out of or related to this Agreement (a "Dispute") shall be subject to resolution pursuant to the Dispute Resolution Provisions set forth in **Attachment 5** attached hereto and incorporated herein.

8.20. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original (including copies sent to a party by facsimile or email transmission) as against the party signing such counterpart, but which together will constitute one and the same instrument.

8.21. Headings. The section headings contained in this Agreement are for convenience only and shall not in any way be deemed to limit, construe, alter, or otherwise affect the meaning or interpretation of any section.

Attachment: CA21MAT402 - Contract Agreement (RES-2022-168 : Approve Subcontractor Agreement with Sierra Health Foundation)

ATTACHMENT 2
Scope of Services

The purpose of this project is to develop of enhance the behavioral health telehealth infrastructure of organizations providing mental health or substance use disorder services and address the needs of individuals with substance use disorders, and/or serious mental illness. or with serious emotional disturbances.

Required	Task	Deliverable	Timeframe
✓ **Required for all Subrecipients**	Complete subrecipient grant program onboarding	Webinar attendance	December 2021
✓ **Required for all Subrecipients**	Administrative Requirements including submission of narrative and budget reports that address progress toward meeting desired outcomes indicated in the grant application.	1. Progress Report 2. Final Report	March 30, 2022 November 30, 2022
✓	<u>Equipment</u> Increase telehealth infrastructure for behavioral health services indicated in the approved budget for equipment enhancements including one or more of the following: · equipment, electronic accessories, software, and furniture.	· Equipment purchased · Equipment tagged · Equipment Disposition	Effective start date – November 30, 2022
Not Applicable	<u>Training</u> Complete provider focused telehealth training as indicated in the grant application and approved budget.	Verification of training completion by staff. Verification may include certificates of completion and receipts.	Effective start date – November 30, 2022
✓	<u>IT Support</u> IT Support for software and equipment installation, technical trouble shooting, and learning related to Telehealth.	Receipt for services	Effective start date – November 30, 2022

Attachment: CA21MAT402 - Contract Agreement (RES-2022-168 : Approve Subcontractor Agreement with Sierra Health Foundation)

ATTACHMENT 3
Budget
MAT SOR 2 CVT

Applicant Organization: Mariposa County Health and Human Services

Site Name: Mariposa County Health and Human Services

SUD or MH Opportunity: Coronavirus Response and Relief Supplemental Appropriations Act Telehealth Expansion Project MH Opportunity

		Requested Budget
Telehealth Infrastructure		
1	Zoom Full Subscription Licenses x55 - 1 per user	$11,000.00
2	Zoom Full Subscription Licenses within InSync x55 - 1 per user	$25,740.00
3	InSync User Licensing Fees x5	$16,055.00
4	Intelligent Data Capture and Auto Fill Scanner Software x2	$100.00
5	Webcams x50 - 1 per user	$1,500.00
6	Verizon Contract Apple Cellphones x70 - 1 per user	$29,400.00
7	Hexnode MDM Enterprise Monthly Subscription x70 - 1 per user	$2,352.00
8	Microsoft Office 365 G3 GCC Licenses x30 - 1 per user	$7,200.00
9	Monitor Cables - HDMI/DP/DVI/VGA	$1,000.00
10	Monitor Adapters - HDMI/DP/DVI/VGA	$1,000.00
11	Telequality Communications Internet Subscription	$288.00
12	Palo Alto Network Internet Subscription	$585.00
13	Hewlett Packard Enterprise Nimble Storage Solutions	$473.04
14	VMware VSphere Internet Subscription	$405.00
15	Ruckus Wireless Access Point Internet Subscription	$405.00
16	Symantec Antivirus Endpoint Protection Internet Subscription	$753.96
17	Arconis Internet Subscription	$845.04
18	DBL Associates Internet Subscription	$315.00
19	Sierra Telephone Telecommunications Subscription	$384.00
20		
	Total Requested Budget	$99,801.04

Attachment: CA21MAT402 - Contract Agreement (RES-2022-168 : Approve Subcontractor Agreement with Sierra Health Foundation)

THE CENTER
BUDGET JUSTIFICATION

For each line item allocated in the Excel budget, please describe below how the funds were calculated and how they will be used for the project.

Organization/Site Name: Mariposa County Health and Human Services/Health Division
SUD/MH Opportunity: MH Opportunity Coronavirus Response and Relief Supplemental Appropriations Act Telehealth Expansion Project

Telehealth Line Item 1: Zoom Full Subscription Licenses x55

$200.00/year x 55 users = $11,000.00

Video conferencing platform that offers HIPAA compliant virtual meeting rooms.

Telehealth Line Item 2: Zoom Full Subscription Licenses within InSync x55

$39.00/month per provider x 55 providers = $2145.00

$2145.00 x 12 months = $25,740.00/year

InSync Health Care Solutions manages the Mariposa County Behavioral Health electronic health record. InSync offers Zoom Full Subscription Licenses through contract.

Telehealth Line Item 3: InSync User Licensing Fees x5

$3,211.00/user x 5 users = $16,055.00

InSync Health Care Solutions cost for 3rd party vendor licensing fees.

Telehealth Line Item 4: Intelligent Data Capture and Auto Fill Scanner Software x2

$50.00/month x 2 users = $100.00 per month

$100.00/month x 12 months = $1,200.00 per year

InSync Healthcare Solutions offers data capturing software to quickly transfer data into the electronic health record system.

Telehealth Line Item 5: Webcams x50 - 1 per user

$30.00/webcam x 50 = $1500.00

Webcams are used by staff to render telehealth services.

Telehealth Line Item 6: Verizon Contract Apple Cellphones x70 - 1 per user

$34.00/user x $1.00 Upgrade Fee = $35.00 per user

$35.00/user x 12 months = $420.00 per year

$409.00 x 70 users = $29,400.00 per year

Mariposa County is in contract with the wireless network provider Verizon to supply 1 cellphone per 1 user.

Telehealth Line Item 7: Hexnode MDM Enterprise Yearly Subscription x70 - 1 per user

Attachment: CA21MAT402 - Contract Agreement (RES-2022-168 : Approve Subcontractor Agreement with Sierra Health Foundation)

$2.80/month x 70 users = $196.00

$196.00/month x 12 months = $2352.00 per year

Hexnode MDM Enterprise is a cellphone application that manage, track, and encrypt mobile devices.

Telehealth Line Item 8: Microsoft Office 365 G3 GCC Licenses x30 - 1 per user

$20.00/month x 30 users = $600.00

$600.00 x 12 months = $7,200.00

Each user requires a Microsoft Office license for county communications and collaboration.

Telehealth Line Item 9: Monitor Cables - HDMI/DP/DVI/VGA – 2 per monitor

$10.00/cable x 2 monitors = $20.00

$20.00 x 50 cables = $1000.00

There are a total of 2 monitors per user. Each monitor requires 1 cable.

Telehealth Line Item 10: Monitor Adapters - HDMI/DP/DVI/VGA

$10.00/cable x 2 monitors = $20.00

$20.00 x 50 cables = $1000.00

There are a total of 2 monitors per user. Each monitor requires 1 adapter.

Telehealth Line Item 11: Telequality Communications

$24.00/month x 12 months = $288.00 per year

Provides quality telecommunications and network connectivity products and services to rural healthcare facilities in America.

Telehealth Line Item 12: Palo Alto Networks

$48.75/month x 12 months = $585.00 per year

Palo Alto is a network firewall that protects cloud systems, and safeguards networks, with high performance threat detection.

Telehealth Line Item 13: Hewlett Packard Enterprise Nimble Storage Solutions

$39.42/month x 12 months = $473.04 per year

Nimble Storage Solutions is a storage infrastructure that maintains critical data and cloud-based protection.

Telehealth Line Item 14: VMware VSphere

$33.75/month x 12 months = $405.00 per year

Server Virtualization Software that helps the overall efficiency of county servers. This means faster computer processing and more streamlined workflows for employees.

Telehealth Line Item 15: Ruckus Wireless Access Internet Subscription

$33.75/month x 12 months = $405.00 per year

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Ruckus is a wireless access point that helps improve indoor and outdoor wireless connectivity for mobile devices. Ruckus Internet Subscription funds wireless access points at a cost of $405.00 per year for the Mental Health department.

Telehealth Line Item 16: Symantec Antivirus

$62.83/month x 12 months = $753.96 per year

Symantec provides anti-virus, anti-malware, firewall protection, and intrusion protection for Behavioral Health Services computers.

Telehealth Line Item 17: Acronis Cyber Protect

$70.42/month x 12 months = $845.04 per year

Acronis is a data protection and cybersecurity application along with back up and recovery for electronic systems.

Telehealth Line Item 18: DBL Associates

$26.25/month x 12 months = $315.00 per year

Mariposa County funds DBL Associates to assist and program county systems to optimize communication frameworks.

Telehealth Line Item 19: Sierra Telephone Telecommunications Subscription

$32.00/month x 12 months = $384.00 per year

Sierra Tel is the premier Internet service provider throughout Eastern Madera and Mariposa counties. Mariposa County utilizes their telephone and internet services to render telehealth services.

Attachment: CA21MAT402 - Contract Agreement (RES-2022-168 : Approve Subcontractor Agreement with Sierra Health Foundation)

ATTACHMENT 4

Insurance Requirements

1. **INSURANCE.** Subcontractor shall, at Subcontractor's sole cost and expense and with insurers reasonably approved by The Center with respect to any policy required hereunder, maintain in full force and effect for the entire term of this Agreement the following types of insurance:
   a. **Commercial General Liability Insurance.** Subcontractor shall procure and maintain Commercial General Liability insurance written on an occurrence basis (Insurance Services Office, Form CG 00 01 or equivalent), limits of at least $1,000,000 per occurrence and at least $2,000,000 products/completed operations with a $2,000,000 general aggregate limit. Subcontractor shall not provide general liability insurance under any Claims Made General Liability form and will require The Center's approval if Subcontractor's General Liability policy contains a deductible greater than $25,000. The General Liability Insurance policy must expressly cover, without limitation, all liability to third parties arising out of or related to Subcontractor's services or other activities associated with this Agreement, including, without limitation, Subcontractor's obligations under the Indemnification section set forth in Article 4 of **Attachment 1**.
   b. **Additional Insureds added to General Liability Policy.** Sierra Health Foundation: Center for Health Program Management, the Funder, Sierra Health Foundation, and their respective officers, directors, agents, representatives, constituent entities, affiliates, volunteers, officials, parents, subsidiaries, governing boards, and employees shall be added as Insureds ("Additional Insureds") under each commercial general liability policy identified in the preceding paragraph above. Specifically, the policy shall include a combination of ISO forms CG2010 10/04 and CG 2037 10/04 or is equivalent. Furthermore, the policy shall apply as primary insurance and that any other insurance coverage carried by or otherwise available to an "Additional Insured" will be excess only and will not contribute with this insurance.
   c. **Professional E&O Insurance.** Subcontractor shall procure and maintain, for a period of five (5) years following completion of this Agreement, errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than $1,000,000 per claim, $2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Subcontractor in this Agreement.
   d. **Improper Sexual Contact and Physical Abuse Insurance.** Subcontractor shall procure and maintain Sexual Abuse/Physical Abuse insurance coverage in an amount not less than $1,000,000 per claim. The date of the inception of the policy must be no later than the first date of the anticipated work under this Agreement. It shall provide coverage for the duration of this Agreement and shall be maintained twenty-four (24) months after expiration or earlier termination of this Agreement.
   e. **Workers Compensation Insurance.** Subcontractor shall procure and maintain Workers Compensation Insurance with minimum limits of $1,000,000 each for bodily injury by accident (per accident per person), bodily injury by disease (policy limit) and bodily injury by disease (each employee). Subcontractor must maintain such a policy and provide The Center with a certificate of insurance that includes a waiver of subrogation endorsement.
   f. **Automobile Insurance.** Subcontractor shall procure and maintain Automobile Liability Insurance, including liability for all owned, hired and non-owned vehicles, with minimum limits of $1,000,000 combined single limit per occurrence; such coverage must be for (A) "any auto" or (B) "all owned autos, hired autos and non-owned autos". Furthermore, in the event that ten or more passengers are to be transported in any one such motor vehicle, the operator will also hold a State of California Class B driver's license and the Subcontractor must possess automobile liability insurance in the amount of

Attachment: CA21MAT402 - Contract Agreement (RES-2022-168 : Approve Subcontractor Agreement with Sierra Health Foundation)

$5,000,000 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 reimbursed with grant funds made available under this Agreement. Such insurance shall cover liability arising out of a motor vehicle including owned, hired and non-owned vehicles. Subcontractor agrees to include an Additional Insured Endorsement naming Sierra Health Foundation: Center for Health Program Management, the Funder, Sierra Health Foundation, and their respective officers, directors, agents, representatives, constituent entities, affiliates, volunteers, officials, parents, subsidiaries, governing boards, and employees as additional insureds under ISO form CA 2048 or equivalent. Subcontractor will, as soon as practicable, furnish a copy of the certificate of insurance to The Center. The certificate of insurance will identify The Center contract number referenced on the signature page hereto.

g. Cyber liability insurance, including first-party costs, due to an electronic breach that compromises Subcontractor's confidential data shall have a minimum limit per occurrence of $1,000,000. Claims made coverage is acceptable. Such coverage must include:
    - Defense, indemnity and legal costs associated with regulatory breach (including HIPAA), negligence or breach of contract.
    - Administrative expenses for forensic expenses and legal services.
    - Crisis management expenses for printing, advertising, mailing of materials and travel costs of crisis management firm, including notification expenses.
    - Identity event service expenses for identity theft education, assistance, credit file monitoring to mitigate effects of personal identity event, post event services.

    The date of the inception of the policy must be no later than the first date of the anticipated work under this Agreement. It shall provide coverage for the duration of this Agreement and shall be maintained twenty-four (24) months after expiration of this Agreement.

h. General Insurance Provisions. Subcontractor agrees 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 on an annual basis. Subcontractor's general liability, auto liability and Professional insurance must be issued by responsible insurance companies, maintaining an A.M. Best's Rating of A-VI or better. Upon failure of Subcontractor to furnish, deliver and maintain such insurance as above provided, this contract, at the election of The Center, may be suspended, discontinued or terminated. Failure of Subcontractor to purchase and/or maintain any required insurance shall not relieve Subcontractor from any liability or indemnification under the Agreement.

Attachment: CA21MAT402 - Contract Agreement (RES-2022-168 : Approve Subcontractor Agreement with Sierra Health Foundation)

ATTACHMENT 5

Dispute Resolution Provisions

Any Dispute directly or indirectly involving the Funder shall be subject to resolution pursuant to the dispute resolution provisions of the Prime Contract. In addition, Disputes between The Center and Subcontractor that involve other third parties shall be governed, at the sole option of The Center, by the dispute resolution provisions applicable to the dispute as between The Center and such third parties. In the event of a Dispute between the parties to this Agreement that does not directly or indirectly involve the Funder, or such other third parties as to which The Center elects not to so employ the dispute resolution provisions unique to such third-party disputes, the following provisions of this **Attachment 5** shall govern resolution of the Dispute.

a) Meet and Confer. In the event of any Dispute, a party shall first send written notice of the Dispute to the other party (a "Dispute Notice"). The parties shall first attempt to meet and confer in good faith to resolve by negotiation and consultation any Dispute set forth in the Dispute Notice. If a Dispute is not resolved within fifteen (15) business days after one party delivers the Dispute Notice to the other party, whether or not the parties (and/or their authorized representatives) meet and confer, either party may proceed pursuant to the procedures set forth below in this **Attachment 5**.

b) Procedure. The Dispute shall be decided by general reference procedures pursuant to Code of Civil Procedure Section 638, as modified by the provisions of this **Attachment 5**, and any subsequent provisions mutually agreed upon in writing by the parties. Any variations from the statutory reference procedures set forth herein shall be deemed to be a stipulation by the parties to such revised procedures. Should any court or referee determine that the procedures set forth herein violate any statute, case law, rule or regulation, the terms of such statute, case law, rule or regulation shall control and govern.

c) Commencement. The general reference proceeding shall be commenced by a request or a motion filed with the Presiding Judge of the Superior Court of the County of Sacramento, State of California ("Court"). Except to the extent modified herein, the reference shall be conducted in accordance with California law, including, but not limited to, the Code of Civil Procedure and the Evidence Code.

d) Referee. The referee appointed by the Court shall be a retired judge who has served at least five (5) years in the courts of the State of California. The Court shall appoint only one referee. Subject to the award of fees and costs to the prevailing party in the general reference, The Center on the one hand, and Subcontractor, on the other hand, shall pay one-half (1/2) of the expenses of the general reference at the rate set by the Court pursuant to Code of Civil Procedure Sections 645.1 and 1023. In no event shall either The Center or Subcontractor be liable to the other for consequential, speculative, or punitive damages, and the referee shall not have the power to award such damages. The referee shall not have the right to convene a jury to be the trier of fact of any controversy hereunder. TO THE EXTENT PERMITTED BY LAW ALL PARTIES HERETO HEREBY WAIVE A JURY TRIAL OR PROCEEDING IN CONNECTION WITH ANY DISPUTE ARISING OUT OF THIS AGREEMENT.

e) Location of References. All general reference proceedings hereunder shall, unless all parties hereto otherwise agree, be conducted in a mutually agreeable location in the County of Sacramento, State of California.

Attachment: CA21MAT402 - Contract Agreement (RES-2022-168 : Approve Subcontractor Agreement with Sierra Health Foundation)

f) Provisional Relief. Any party may, without waiving the right to general reference, prior to the time a referee is appointed by the Court, apply directly to the Court for provisional relief including, but not limited to, the filing of a complaint for the purpose of recording a lis pendens, attachment, receivership, injunction and motions to expunge a lis pendens. At such time as the Court has appointed a referee, the Court may transfer any such proceeding for provisional relief to the referee for disposition.

g) Discovery. Within twenty (20) days after appointment of the referee, each of The Center and Subcontractor shall serve on the other party all documents relevant to the Dispute and all documents that the party intends to offer as evidence during the reference proceedings. Each party shall be entitled to take one discovery deposition of each other party, to take three non-party depositions, and to propound twenty-five (25) special interrogatories pursuant to Code of Civil Procedure Section 2030.030. The parties shall provide to the referee and to all other parties, within forty-five (45) days after appointment of the referee, a list of expert witnesses who will provide opinion testimony. The parties shall be entitled to depose any designated expert prior to the commencement of the hearing. The referee shall resolve any discovery disputes between the parties. The general reference hearing must commence within three (3) months after appointment of the referee. The referee shall report his or her findings to the Court in the form of a statement of decision within twenty (20) days after the close of testimony, pursuant to Code of Civil Procedure Section 643. The Court shall enter judgment based upon the statement of decision.

h) Costs and Expenses. The referee shall be authorized to award costs of the general reference, including, without limitation, attorneys' fees, expert fees, and fees assessed by the referee, to the prevailing party. The referee shall also be authorized to order other provisional and equitable remedies.

NOTICE: BY INITIALING IN THE SPACE BELOW, YOU ARE AGREEING TO HAVE ANY DISPUTE SUBJECT TO THE GENERAL REFERENCE PROCEEDING PROVISIONS SET FORTH IN THIS ATTACHMENT 5 HEARD BEFORE A REFEREE AND NOT A JUDGE, AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR BEFORE A JURY. BY INITIALING IN THE SPACE BELOW, YOU ARE GIVING UP SOME OF YOUR RIGHTS TO DISCOVERY, BUT WILL RETAIN YOUR RIGHTS OF APPEAL. IF YOU REFUSE TO SUBMIT TO GENERAL REFERENCE PROCEEDING AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO PARTICIPATE IN THE GENERAL REFERENCE PROCEEDING UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS GENERAL REFERENCE PROVISION IS VOLUNTARY.

WE HAVE READ AND UNDERSTAND THE FOREGOING PROVISION AND VOLUNTARILY AGREE TO SUBMIT DISPUTES, OTHER THAN THOSE EXPRESSLY EXCLUDED ABOVE, TO A GENERAL REFERENCE PROCEEDING BEFORE A REFEREE, RATHER THAN A COURT OR JURY PROCEEDING.

_____ Initials (The Center) _____Initials (Subcontractor)

Attachment: CA21MAT402 - Contract Agreement (RES-2022-168 : Approve Subcontractor Agreement with Sierra Health Foundation)

ATTACHMENT 6

Certification Regarding Debarment and Suspension

Subcontractor agrees to comply with 5 U.S.C. §§ 1501-1508, 31 U.S.C. §1352 and 45 CFR Part 76.100 (Code of Federal Regulations), which provides that federal funds may not be used for any contracted services if Subcontractor is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.

I (We) certify to the best of my (our) knowledge and belief, that Subcontractor named below and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

2. Have not within a three (3)-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification;

4. Have not within a three (3)-year period preceding this application/proposal/Agreement had one or more public transactions (federal, state, or local) terminated for cause or default;

5. Shall notify The Center within ten (10) days of receipt of notification that Subcontractor is subject to any proposed or pending debarment, suspension, indictments or termination of a public transaction;

6. Shall obtain a certification regarding debarment and suspension from any of its sub-subcontractors who will be performing Services that are funded in any part through this Agreement; and

7. Hereby agree to terminate immediately any sub-subcontractor's services that will be/are funded through this Agreement, upon discovery that the sub-subcontractor is ineligible or voluntarily excluded from covered transactions by any federal department or agency.

Subcontractor: _____

BY:_____ DATE:_____

Attachment: CA21MAT402 - Contract Agreement (RES-2022-168 : Approve Subcontractor Agreement with Sierra Health Foundation)

ATTACHMENT 7

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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 awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Subcontractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Subcontractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____

Signature of Subcontractor's Authorized Official

_____

Name and Title of Subcontractor's Authorized Official

_____

Date

Attachment: CA21MAT402 - Contract Agreement (RES-2022-168 : Approve Subcontractor Agreement with Sierra Health Foundation)

ATTACHMENT 8

Schedule of Federal Funds

There are Federal funds in this contract. Subcontractor is a subrecipient. Federal funding details for this contract are as follows:

Catalog of Federal Domestic Assistance (CFDA) Title	CFDA#	Award Name and Federal Award Identification Number (FAIN)	Award Year	Federal Awarding Agency	Funding Amount
Coronavirus Response and Relief Supplemental Appropriations Act; Block Grants for Community Mental Health Services	93.958	B09SM083945	2021	SAMSHA	**$99,801.04**

Total Federal Funds in this contract: **$99,801.04**

Were funds awarded for research and development activities? No

Subcontractor's (Subrecipient's) DUNS Number is: **071859607**

Subcontractor shall comply with all Federal requirements including OMB requirements for Single Audits, in addition to The Center audit requirements for the purposes of contract monitoring as stated in this Agreement, as applicable.

At the sole discretion of The Center, the dollar amount payable under each Federal Funder in above may be changed upon written notice from The Center to Subcontractor so long as payments do not exceed the maximum total payment amount in accordance with this agreement.

Attachment: CA21MAT402 - Contract Agreement (RES-2022-168 : Approve Subcontractor Agreement with Sierra Health Foundation)

ATTACHMENT 9

Personally Identifiable Information

(When required as indicated in the Attachment checkboxes on page 2.)

Personally Identifiable Information. Subcontractor must comply with 2 C.F.R. 200.303(e) and take reasonable measures to safeguard protected personally identifiable information (PII), as defined by federal law, including, but not limited to, in 2 C.F.R. 200.79 and 2 C.F.R. 200.82, and other information designated as sensitive consistent with applicable federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

Protected PII is as defined by federal law and includes, as an example only, an individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to, social security number, passport number, credit card numbers, clearances, bank numbers, biometrics, date and place of birth, mother's maiden name, criminal, medical and financial records, educational transcripts. This does not include PII that is required by law to be disclosed.

Attachment: CA21MAT402 - Contract Agreement (RES-2022-168 : Approve Subcontractor Agreement with Sierra Health Foundation)

ATTACHMENT 10

Confidentiality

Subcontractor acknowledges and agrees that Subcontractor will collect, access, use, and maintain confidential, personal, private, and/or sensitive information in the course of performance of the Services. In addition to and notwithstanding or in lieu of the provisions of Section 7 (Confidentiality) of Attachment 1 to the Agreement, Subcontractor agrees to comply with the provisions of this Attachment 10 as follows:

1. Sensitive Information. For purposes of this Agreement, "Sensitive Information" shall mean any information, including data deemed confidential, personal or private for which loss, alteration, misuse or disclosure could adversely affect the interests of the individual.

2. Confidentiality Obligations. At all times during the Term and thereafter, Subcontractor will: (a) use all commercially reasonable means to protect and safeguard the confidentiality of all Sensitive Information; (b) not collect, access, use, or retain any Sensitive Information, or cause or permit Sensitive Information to be collected, accessed, used, or retained, for any purpose other than as required in connection with Subcontractor's performance of the Services; (c) not publish, transfer, sell, or otherwise disclose or cause or permit disclosure of Sensitive Information, directly or indirectly, to any third person or entity, except (i) as may be required by law or court order, provided that such disclosure shall not exceed the extent of disclosure required by such law or court order, and Subcontractor shall give immediate prior notice to The Center upon receipt of such order, or (ii) with the prior written consent of the party providing or disclosing the Sensitive Information (d) immediately notify The Center of any breach of the provisions of this Attachment 10, including without limitation any unauthorized disclosure of Sensitive Information; (e) comply with all statutes, ordinances, regulations, and rules, whether state, federal, or local, applicable to Sensitive Information; and (f) fully cooperate in any effort undertaken by The Center to enforce the obligations set forth in this Attachment 10.

3. Reporting. Prior to collecting Sensitive Information from any party to whom Subcontractor or its representatives, agents or subcontractors provides goods or services under or related to the Agreement or the Services or any such party who is seeking or inquiring about such goods or service ("Client"), Subcontractor will obtain from such Client a signed, written consent or other documented and retrievable consent to the collection, handling, transmission, use, and retention of the Sensitive Information by Subcontractor in the course of performance of the Services.

4. Training. Subcontractor represents and warrants that all persons who collect, handle, access, transmit, or maintain Sensitive Information on behalf of Subcontractor during the Term or thereafter will receive prior training and information, which training protocol and information shall be approved in advance by The Center, to enable such persons to fully comply with all applicable statutes, ordinances, regulations, or rules, whether state, federal, or local, regarding the access, collection, use, handling, and transmission of Sensitive Information, and the requirements of this Attachment 10.

5. Obligation to Inform Clients of Rights. Subcontractor will ensure that each person who collects Sensitive Information on behalf of Subcontractor shall fully disclose to each Client the Client's rights under the law and under the terms of this Agreement with respect to Sensitive Information, including without limitation any rights to opt-out of collection, use, disclosure, or retention of Sensitive Information.

6. Designation of Contact Person. Subcontractor shall identify one individual (the "Contact Person") to be responsible for communicating with The Center regarding and ensuring Subcontractor's compliance with the terms of this Attachment 10. However, the Contact Person's performance or nonperformance of his or her duties or responsibilities shall in no way mitigate or lessen Subcontractor's obligations under this Attachment 10. Subcontractor shall provide written notice to The Center of the identity of the Contact Person within fourteen

Attachment: CA21MAT402 - Contract Agreement (RES-2022-168 : Approve Subcontractor Agreement with Sierra Health Foundation)

(14) days following execution of the Agreement. Subcontractor shall provide five (5) days' prior written notice to The Center of any change in the designated Contact Person.

7. Records; Audit. Subcontractor agrees to maintain and make available to The Center upon request all books, files, and other records relative to Subcontractor's collection, handling, transmission, and use of Sensitive Information, including, but not limited to, the signed consents described in Sections 2 and 3, above. Subcontractor shall permit The Center upon request to audit and examine such books and records for the purpose of monitoring, assessing, and otherwise ensuring Subcontractor's compliance with this Attachment 10. The records produced by Subcontractor for audit and examination shall not include any Sensitive Information. Subcontractor's obligations and responsibilities under this Section 7 are in addition to, and not in lieu of, its obligations and responsibilities set forth in Section 1.09 of Attachment 1 to the Agreement.

8. Notice of Breach or Claim. Subcontractor shall immediately (and in any case no later than within five (5) business days) notify The Center in writing of (a) the discovery of any unauthorized disclosure of Sensitive Information, or (b) the receipt by Subcontractor of knowledge of any claim made regarding the collection, handling, transmission, or use of Sensitive Information.

9. Indemnity. To the fullest extent permitted by law, Subcontractor agrees to indemnify, defend, and hold harmless the Indemnitees from and against all claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies (including, without limitation, interest, penalties, attorneys' fees, and costs) arising out of or connected with or relating to any breach or failure to comply by Subcontractor of or with any representation, warranty, covenant, or other obligation set forth in this Attachment 10. Subcontractor's duty of indemnity under this Section 9 shall not be limited by the types or amounts of Insurance maintained by Subcontractor or Subcontractor's sub-subcontractors of any tier. Subcontractor acknowledges and agrees that The Center may offset the amount of any indemnification payment due pursuant to this Section 9 against any amounts otherwise due and payable to Subcontractor in connection with the Agreement including but not limited to amounts due and payable under the Agreement. Subcontractor's obligations and responsibilities under this Section 9 are in addition to, and not in lieu of, its obligations and responsibilities set forth in Section 4 of Attachment 1 to the Agreement.

10. Subcontractors. The terms of this Attachment 10 shall extend to and bind Subcontractor's employees, agents, partners, and sub-subcontractors of any tier.

11. Survival. The provisions of this Attachment 10 shall survive the expiration or earlier termination of this Agreement.

Attachment: CA21MAT402 - Contract Agreement (RES-2022-168 : Approve Subcontractor Agreement with Sierra Health Foundation)

ATTACHMENT 11

Additional Provisions

The Subcontractor is responsible for flow down requirements from the Funder as described in the prime contract.

F. Data Collection and Performance Measures

1. The Contractor shall collect, or direct its subgrantees to collect, all data elements identified below. These data elements shall be reported by the Contractor to DHCS.

a. Report Metrics

i. Progress Narrative Report – Shall include accomplishments, summary of progress with meeting desired outcomes stated in the application, and summary of barriers and challenges.

ii. Final Narrative Report - Shall include accomplishments, summary of progress with meeting desired outcomes stated in the application, and summary of barriers and challenges encountered throughout the implementation of the BHTEP project. The summary of challenges shall include specific scenarios that arose throughout the contract.

iii. Final Financial Report.

H. Monitoring BHTEP Grantees

1. The Contractor shall develop mechanisms and processes to oversee and monitor the BHTEP to ensure compliance with contractual obligations.

2. Monitoring activities can include virtual onsite visits, desk reviews, etc. The Contractor shall be responsible for conducting a sampling of onsite visits and desk reviews of BHTEP subcontractors to protect against fraud and abuse throughout the term of the contract.

8. Monitoring and Site Inspections

A. The Contractor and/or Subcontractors shall be subject to monitoring by DHCS for compliance with the provisions of this contract. Such monitoring activities shall include, but are not limited to, inspection of the Contractor's and/or Subcontractors' services, procedures, books, and records, as DHCS deems appropriate. DHCS may conduct monitoring activities at any time during the Contractor's and/or Subcontractors' normal business hours.

B. DHCS shall conduct a review of the Contractor's and/or Subcontractors' records to determine if any of the claimed expenditures were an improper use of grant funds.

C. The refusal of the Contractor and/or Subcontractors to permit access to physical facilities and/or inspection of any documents, files, books, or records necessary for DHCS to complete its monitoring and inspection activities constitutes an express and immediate material breach of this contract and will be a sufficient basis to terminate the contract for cause.

9. Subcontractor Non-Compliance

A. If the Subcontractor fails to comply with Federal statutes, regulations, or the terms and conditions of the grant, The Center may impose additional conditions on the sub award, including:

1. Withholding authority to proceed to the next phase until receipt of evidence acceptable performance within a given performance period;
2. Requiring additional or more detailed financial reports;
3. Requiring technical or management assistance; and/or
4. Establishing additional prior approvals.

B. If The Center determines that the Subcontractor's noncompliance cannot be remedied by imposing additional conditions, The Center may take one or more of the following actions:

1. Temporarily withhold cash payments pending correction of the deficiency by the Contractor.

Attachment: CA21MAT402 - Contract Agreement (RES-2022-168 : Approve Subcontractor Agreement with Sierra Health Foundation)

2. Disallow all or part of the cost of the activity or action not in compliance.
3. Wholly or partly suspend the Contract activities or terminate the Contract.
4. Recommend that suspension or debarment proceedings be initiated by the Federal awarding agency.
5. Withhold further Contracts.
6. Take other remedies that may be legally available.

10. Federal Requirements

The Subcontractor shall comply with the following Federal laws:

A. Title VI of the Civil Rights Act of 1964, section 2000d, as amended.
B. Age Discrimination Act of 1975 (45 CFR Part 90).
C. Section 1557 of the Affordable Care Act.
D. Title II of the Americans with Disabilities Act of 1990 (28 CFR Part 35).
   1. California Government Code section 11135 codifies the protections of Title II of the Americans with Disabilities Act.
E. Section 504 of the Rehabilitation Act of 1973.
F. Trafficking Victims Protection Act of 2000 (22 USC 7104(G), as amended, and 2 CFR Part 175.
G. Clean Air Act (42 USC 7401 - 7671q) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended.
H. Byrd Anti-Lobbying Amendment (31 USC 1352).
   1. The Subcontractor shall certify to The Center that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. The Contractor shall also disclose to DHCS any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.
I. Confidentiality of Alcohol and Drug Abuse Patient Records (42 CFR Part 2, Subparts A- E).
   1. The Contractor shall comply with the regulations set forth in 42 CFR Part 2, including the responsibility for assuring the security and confidentiality of all electronically transmitted patient material.

Attachment: CA21MAT402 - Contract Agreement (RES-2022-168 : Approve Subcontractor Agreement with Sierra Health Foundation)

Attachment 12

Special Terms and Conditions for Federal Awards

The Subcontractor must comply with flow down requirements from the Funder as described in the prime contract Special Terms and Conditions, notwithstanding provisions 4 g., 5, 6, 16, 17, 18, 23, 24, 30 and 31 which do not apply to this agreement.

The Special Terms and Conditions for Federal Awards can be accessed here:

https://www.shfcenter.org/assets/MAT-SOR2-CVT-Attachment-12-Special-Terms-and-Conditions-for-Federal-Awards.pdf.

Attachment: CA21MAT402 - Contract Agreement (RES-2022-168 : Approve Subcontractor Agreement with Sierra Health Foundation)

ATTACHMENT 13
CERTIFICATION REGARDING LOBBYING

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 subcontractor’s, subcontracts, and contracts under cooperative agreements) of $100,000 or more, and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C., any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Name of Contractor	Printed Name of Person Signing for Contractor
Contract Number	Signature of Person Signing for Contractor
Date	Title

Attachment: CA21MAT402 - Contract Agreement (RES-2022-168 : Approve Subcontractor Agreement with Sierra Health Foundation)

ATTACHMENT 14 DISCLOSURE OF LOBBYING ACTIVITIES

Approved 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:
- ☐ a. contract
- b. grant
- c. cooperative agreement
- d. loan
- e. loan guarantee
- f. loan insurance

2. Status of Federal Action:
- ☐ a. bid/offer/application
- b. initial award
- c. post-award

3. Report Type:
- ☐ a. initial filing
- b. material change

For Material Change Only:
year _____ quarter _____
date of last report _____

4. Name and Address of Reporting Entity:
☐ **Prime** ☐ **Subawardee**
Tier , *if known*:

Congressional District, *if known*:

5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:

Congressional District, *if known*:

6. Federal Department/Agency:

7. Federal Program Name/Description:

CFDA Number, *if applicable*: _____

8. Federal Action Number, *if known*:

9. Award Amount, *if known*:
$

10. a. Name and Address of Lobbying Registrant
(*if individual, last name, first name, MI*):

b. Individuals Performing Services (*including address if different from No. 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 reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less that $10,000 and not more than $100,000 for each such failure.

Signature: _____
Print Name: _____
Title: _____
Telephone No.: _____ Date: _____

Federal Use Only:

Authorized for Local Reproduction
Standard Form LLL (Rev. 7-97)

Attachment: CA21MAT402 - Contract Agreement (RES-2022-168 : Approve Subcontractor Agreement with Sierra Health Foundation)

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 employeeof a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one 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 reportin entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

Attachment: CA21MAT402 - Contract Agreement (RES-2022-168 : Approve Subcontractor Agreement with Sierra Health Foundation)

ATTACHMENT 15

Business Associate Agreement

The Business Associate (Subcontractor) and The Center have entered into an agreement pursuant to which Business Associate and The Center have agreed to provide certain services to or on behalf of the Department of Health Care Services (DHCS). The following conditions apply to the extent that performance of the project by Subcontractor results in Subcontractor having access to or gathering Protected Health Information or Personal Information as defined in paragraph 4.1 below:

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 Subcontractor Agreement and the contract to which this Business Associate Subcontractor 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. DHCS intends that The Center and Subcontractor 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. Subcontractor (however named elsewhere in this Agreement) is the Business Associate of The Center acting on The Center's behalf and provides services or arranges, performs, or assists in the performance of functions or activities on behalf of The Center, and may create, receive, maintain, transmit, aggregate, use or disclose PHI (collectively, "use or disclose PHI") in order to fulfill Subcontractor's obligations under this Agreement. Subcontractor and The Center 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 Subcontractor**. Except as otherwise indicated in this Agreement, Subcontractor may use or disclose PHI only to perform functions, activities or services specified in this Agreement on behalf of The Center, provided that such use or disclosure would not violate HIPAA if done by

Attachment: CA21MAT402 - Contract Agreement (RES-2022-168 : Approve Subcontractor Agreement with Sierra Health Foundation)

DHCS or The Center.

7.1 **Specific Use and Disclosure Provisions.** Except as otherwise indicated in this Agreement, Subcontractor may use and disclose PHI if necessary, for the proper management and administration of the Subcontractor or to carry out the legal responsibilities of the Subcontractor. Subcontractor may disclose PHI for this purpose if the disclosure is required by law, or the Subcontractor 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 Subcontractor of any instances of which it is aware that the confidentiality of the information has been breached.

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, Subcontractor 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 Subcontractor is a Qualified Service Organization (QSO) as defined in 42 CFR section 2.11, Subcontractor 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 Subcontractor

9.1 **Nondisclosure.** Subcontractor 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 Subcontractor 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 Subcontractor shall, at a minimum, utilize an industry-recognized security framework when selecting and implementing its security controls, and shall maintain continuous compliance

Attachment: CA21MAT402 - Contract Agreement (RES-2022-168 : Approve Subcontractor Agreement with Sierra Health Foundation)

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 Subcontractor shall maintain, at a minimum, industry standards for transmission and storage of PHI and other confidential information.

9.2.4 Subcontractor 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 Subcontractor 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 Subcontractor 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 **Subcontractor's Agent.** Subcontractor shall ensure that any agents, subcontractors, subgrantees, vendors or others (collectively, "agents") that use or disclose PHI and/or confidential information on behalf of Subcontractor agree to the same restrictions and conditions that apply to Subcontractor with respect to such PHI and/or confidential information.

10. **Mitigation of Harmful Effects**. Subcontractor shall mitigate, to the extent practicable, any harmful effect that is known to Subcontractor of a use or disclosure of PHI and other confidential information in violation of the requirements of this Agreement.

11. **Access to PHI.** Subcontractor shall make PHI available in accordance with 45 CFR section 164.524.

12. **Amendment of PHI.** Subcontractor 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.** Subcontractor 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 Subcontractor 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.** Subcontractor shall make its internal practices, books, and records relating to the use and disclosure of PHI on behalf of The Center available to The Center upon reasonable request, and to the federal Secretary of Health and Human Services for purposes of determining The

Attachment: CA21MAT402 - Contract Agreement (RES-2022-168 : Approve Subcontractor Agreement with Sierra Health Foundation)

Centers' compliance with 45 CFR Part 164, Subpart E.

16. **Return or Destroy PHI on Termination; Survival.** At termination of this Agreement, if feasible, Subcontractor shall return or destroy all PHI and other confidential information received from, or created or received by the Subcontractor on behalf of, The Center that Subcontractor still maintains in any form and retain no copies of such information. If return or destruction is not feasible, Subcontractor shall notify The Center of the conditions that make the return or destruction infeasible, and The Center and Subcontractor shall determine the terms and conditions under which Subcontractor may retain the PHI. If such return or destruction is not feasible, Subcontractor 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 Subcontractor receives data from or on behalf of The Center or DHCS that was verified by or provided by the Social Security Administration (SSA data) and is subject to an agreement between DHCS and SSA, Subcontractor 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.** Subcontractor 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 the Center.**

18.1.1 Subcontractor shall notify The Center **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 Subcontractor is unable to provide notification by email, then Subcontractor shall provide notice by telephone to The Center.

18.1.2 Subcontractor shall notify The Center **within 24 hours by email** (or by telephone if Subcontractor is unable to email The Center) 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 Program Contract Manager (as applicable).

Subcontractor shall work with The Center to meet The Center's reporting obligations to DHCS. Subcontractor agrees to assist The Center in completing the 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 assist in gathering 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

Attachment: CA21MAT402 - Contract Agreement (RES-2022-168 : Approve Subcontractor Agreement with Sierra Health Foundation)

access, use or disclosure of PHI, Subcontractor 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.** Subcontractor shall immediately investigate such security incident or confidential breach.

18.3 **Complete Report**. Subcontractor shall assist The Center in providing a complete report of the investigation to their 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, Subcontractor shall make reasonable efforts to assist The Center in providing 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 Subcontractor'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 Subcontractor's corrective action plan.

18.4 **Notification of Individuals**. If the cause of a breach is attributable to Subcontractor or its agents, Subcontractor 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 Subcontractor or its agents, Subcontractor is responsible for all required reporting of the breach as required by applicable federal and state law.

18.6 **The Center Contact Information**. To direct communications to the above referenced Center staff, the Subcontractor shall initiate contact as indicated here. The Center reserves the right to make changes to the contact information below by giving written notice to Subcontractor. These changes shall not require an amendment to this Agreement.

Program Contract Manager **Nora Dunlap** Address: 1321 Garden Highway, Ste. 210 Sacramento, CA 95833 Email: ndunlap@sierrahealth.org

Attachment: CA21MAT402 - Contract Agreement (RES-2022-168 : Approve Subcontractor Agreement with Sierra Health Foundation)

19. **Responsibility of The Center.** The Center agrees to not request the Subcontractor 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, The Center may inspect the facilities, systems, books, and records of Subcontractor to monitor compliance with this Agreement. Subcontractor shall promptly remedy any violation of this Agreement and shall certify the same to The Center in writing. Whether or how The Center exercises this provision shall not in any respect relieve Subcontractor of its responsibility to comply with this Agreement.

20.2 If Subcontractor 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, Subcontractor shall promptly notify The Center unless it is legally prohibited from doing so.

21. Termination

21.1 **Termination for Cause**. Upon The Center's knowledge of a violation of this Agreement by Subcontractor, The Center may in its discretion:

21.1.1 Provide an opportunity for Subcontractor to cure the violation and terminate this Agreement if Subcontractor does not do so within the time specified by The Center; or

21.1.2 Terminate this Agreement if Subcontractor has violated a material term of this Agreement.

21.2 **Judicial or Administrative Proceedings.** The Center may terminate this Agreement if Subcontractor 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**. The Center makes no warranty or representation that compliance by Subcontractor with this Agreement will satisfy Subcontractor's business needs or compliance obligations. Subcontractor is solely responsible for all decisions made by Subcontractor 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 Subcontractor 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**. Subcontractor shall make itself and its employees and agents available to The Center and DHCS at no cost to The Center or DHCS to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against The Center or DHCS, its directors, officers and/or employees based upon claimed violation of

Attachment: CA21MAT402 - Contract Agreement (RES-2022-168 : Approve Subcontractor Agreement with Sierra Health Foundation)

HIPAA, which involve inactions or actions by the Subcontractor.

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.

22.7 **The Center's Business Associate Agreement with DHCS.** Subcontractor has received a copy of the Business Associate Addendum between DHCS and The Center and agrees to the same restrictions and conditions that apply to The Center with respect to such PHI and confidential information covered under that agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement.

Subcontractor	The Center
Date: _____	Date: _____

Attachment: CA21MAT402 - Contract Agreement (RES-2022-168 : Approve Subcontractor Agreement with Sierra Health Foundation)

MARIPOSA COUNTY

HHS/Community Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2022-169

MEETING: March 15, 2022

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026

RECOMMENDATION AND JUSTIFICATION:

Approve the Program Proposals for Services in Response to Area 12 Agency on Aging's Request for Proposal for Funding Cycle Years July 1, 2022--June 30, 2026, for Senior Transportation and the Senior Nutrition Programs; Authorize the Board of Supervisors Chair to Sign the Proposals; and Designate the Health and Human Services Director as Service Provider and Designee.

The Health and Human Services Agency Director would be the service provider and designee for the following programs:

- Title IIIB-Transportation;
- Title IIIC-1 Congregate Nutrition Program; and
- Title IIIC-2 Home Delivered Nutrition Program

Per the attached RFP, two (2) sets of signed originals for the proposed programs are due by 5:00 PM, March 25, 2022, at Area 12 Agency on Aging's office in Sonora, California. All program proposals received from RFP Bidders will undergo technical review for eligibility by an appointed Review Board and then Area 12 Agency on Aging Staff Review for recommendations to their Advisory Council, then the governing board for final approval.

If awarded, the initial contact agreements under this RFP would be for Fiscal Year 2022-2023, with a potential reimbursement of $153,451.00, with subsequent fiscal years' eligible for renewal subject to funding availability and Mariposa County Health & Human Services Agency fulfillment of contractual responsibilities.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

HHSA, in collaboration with Area 12 Agency on Aging, has been providing the above stated programs to seniors in Mariposa County for over thirty (30) years. Every four (4) years, Area 12 Agency on Aging (A12AA) publicly posts an open Request for Proposal for services within each of the five (5) counties they represent: Alpine, Amador, Calaveras, Mariposa, and Tuolumne.

On March 9, 2010, the Board adopted Resolution 2010-110 approving proposals for RFP 2010-2014.

On March 11, 2014, the Board adopted Resolution 2014-96 approving the proposals for RFP 2014-2018.

On March 13, 2018, the Board adopted Resolution 2018-100 approving proposals for RFP 2018 - 2022.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
A negative action would sever an additional funding source to the agency which would create a gap or even suspension of many senior services currently provided..

ATTACHMENTS:
A12AA RFP 2022-2026 (PDF)
Attachment A (PDF)
Attachment B (PDF)
Attachment C; C-1 Cong (PDF)
Attachment C; C-2 H.D. (PDF)
Attachment C; III-B Transp. (PDF)
Attachment D; Executive Summary (PDF)
Attachment E; Program Proposals (PDF)
Attachment F (PDF)
Attachment G (PDF)
Attachment H (PDF)
Attachment I (PDF)
Attachment J (PDF)
Attachment K (PDF)
Attachment L (PDF)
Attachment M (PDF)
Attachment N (PDF)
Attachment O (PDF)
Attachment P (PDF)
Attachment Q (PDF)
Attachment R (PDF)
Attachment S; MARIPOSA COUNTY GL1-12643 (PDF)
Attachment S; MARIPOSA COUNTY GL1-12644 (PDF)
Attachment S; MARIPOSA COUNTY WC-CSAC-2010 (PDF)
Attachment T (PDF)
Attachment U; Budget Prov. III-B Transp. Mariposa FY 2022-23 (PDF)
Attachment U; Budget Prov. IIIC-1 Mariposa FY 2022-23 (PDF)
Attachment U; Budget Prov. IIIC-2 Mariposa FY 2022-23 (PDF)
Attachment U; Mariposa Rent Allocation FY 2021-22 (PDF)
Attachment V (PDF)
Attachment W (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

AREA 12 AGENCY ON AGING

19074 Standard Road, Suite A, Sonora, CA 95370

REQUEST FOR PROPOSALS FOR:

Title IIIB – Supportive Services

Chore, Health, Homemaker,
Legal Services, Personal Care,
Residential Repair/Modification and Transportation

Title IIIC – Nutrition

C-1 Congregate Nutrition Services
C-2 Home Delivered Nutrition Services

Title IIIE – Family Caregiver Support Program

Caregivers of Older Adults: Access Assistance, Information Services, Respite Services, Supplemental Services and Support Services

Caregivers of Child - Older Elderly Relative:
Access Assistance, Information Services, Support Services

Title VIIB Elder Abuse Prevention, Education & Training

Title VIIB Elder Abuse Prevention, Education & Training

Ombudsman

Title IIIB Ombudsman
Title VIIA Ombudsman Supplement
State Health Facilities Citation Penalties Account
Public Health Licensing & Certification Program Fund
Skilled Nursing Facility Quality & Accountability Fund

Community Based Services Program

Health Insurance Counseling and Advocacy Program (HICAP)

FUNDING CYCLE: July 1, 2022 – June 30, 2026

Issue Date: **February 8, 2022**
Due Date: **March 25, 2022 - 5:00 p.m.**

Attachment: A12AA RFP 2022-2026 (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-

A12AA 2022-2026 REQUEST FOR PROPOSAL

TABLE OF CONTENTS

		Page
Cover Page		1
Table of Contents		2
Letter to Applicants		5
Funding Availability Chart		6
Timeline		8
Request to Attend Bidders' Conference		9
I.	Introduction	10
II.	RFP Key Terms	12
III.	RFP Administrative and Program Requirements	13
	A. A12AA RFP Overview	
	B. Contractual Agreement	
	C. Applicable Laws and Regulations	
IV.	Service Provider Operational Requirements	15
	A. Organizational Structure	
	B. Experience	
	C. Licensing	
	D. Resources	
	E. Technology Requirements	
	F. Location	
	G. Facilities	
	H. Safety	
	I. Language Capability and Equal Access Requirements	
	J. Personnel	
V.	Service Provider Program Responsibilities	18
	A. Outreach Activities/Public Information	
	B. Targeting	
	C. Means Test	
	D. Coordination	
	E. Program Reporting	
	F. Facilities	

Attachment: A12AA RFP 2022-2026 (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-

VI. Service Provider Fiscal Requirements 19
A. Program Income Initiative
B. Local Match Requirements
C. Supplantment
D. Fiscal Reporting and Record Keeping
E. Audit Requirements

VII. Instructions for Completion of Proposals and Proposal Evaluation/Review Process 20
A. Proposal Preparation
B. Review and Evaluation
C. Appeals Process

VIII. Program Proposal and Application Forms 26
A. 2022-2026 RFP Proposal Checklist (Attachment A)
B. Executive Summary (Attachment D)
C. Program Proposal (Attachment E)
D. Authorized Signatory Form (Attachment B)
E. Application Narrative (Attachment C)
F. Service Unit Plan (Attachment F)
G. Assurances (Attachment G, H, I, J, and W)
H. Budget Narrative (Attachment U) and Budget Forms (separate excel document to be sent under separate cover)
I. Proposed operating Budget (Attachment V – sent under separate cover)

IX. Application Evaluation Reference Information - 'Evaluation Form - Sample' 42

X. Program Specifications
Specifications for the following individual program services will be available on our website, www.area12.org, About Us, Publications, RFP:

A. Title IIIB Supportive Services
1. Chore
2. Health
3. Homemaker
4. Legal Services
5. Personal Care
6. Residential Repair/Modification
7. Transportation

B. Title IIIC Nutrition Services
1. Title IIIC-1 Congregate Nutrition Services
2. Title IIIC-2 Home Delivered Meals Nutrition
3. Nutrition Forms
a. Congregate Site Intake Form
b. Home Delivered Meal Intake Form

Attachment: A12AA RFP 2022-2026 (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-

C. Title IIIE Caregiver Support (Older Adults)
   1. Access Assistance
   2. Information Services
   3. Respite Care
   4. Supplemental Services
   5. Support Services

D. Title IIIE Caregiver Support (Older Elderly Relative)
   1. Access Assistance
   2. Information Services
   3. Support Services

E. Title VIIB Elder Abuse Prevention, Education & Training

F. Ombudsman
   1. Title IIIB Ombudsman
   2. Title VIIA Ombudsman Supplement
   3. State Health Facilities Citation penalties Account
   4. Skilled Nursing Facility Quality & Accountability Fund
   5. Public Health Licensing & Certification Program Fund

G. Community Based Services Program
   1. Health Insurance Counseling and Advocacy Program

Attachment: A12AA RFP 2022-2026 (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-

February 8, 2022

Potential Applicant:

Area 12 Agency on Aging (A12AA) is accepting proposals for services funded through the Older Americans Act. This Request for Proposal (RFP) covers programs under Title IIIB Supportive Services, Title IIIC-1 Congregate Nutrition, Title III C-2 Home Delivered Meals, Title IIIE Caregiver Services – Older Adults & Other Elderly Relative for Child, Ombudsman – Title IIIB Ombudsman, Title VIIA Ombudsman Supplement, Public Health Licensing & Certification Program Fund, State Health Facilities Citation Penalties Account and Skilled Nursing Facility Quality & Accountability Fund, VIIB Elder Abuse Prevention Education & Training and Community Based Services Program Health Insurance Counseling and Advocacy Program (HICAP).

Programs funded by this RFP will provide vital services to older adults (age 60+) who live within A12AA's five county service area: Alpine, Amador, Calaveras, Mariposa and Tuolumne.

Funding amounts contained in this RFP represent A12AA's best estimate of available funding. Proposals and subsequent Contract Agreements may be subject to modification by A12AA if estimates change. Available funds may supplement, but not replace other funds.

The initial Agreement period for this RFP is July 1, 2022 through June 30, 2026. Contract Agreements will be eligible for renewal in each of the subsequent four years (July, 2022 through June, 2026) subject to funding availability and service provider's fulfillment of contractual responsibilities.

Hard copies of proposals **must** be received and time/date stamped by A12AA no later than **5:00 p.m. on Friday, March 25, 2022.** Proposals submitted after the due date and/or time **will not be considered for funding.** Faxes and e-mailed copies are not acceptable.

Applicants must submit two completed original proposals (including all attachments) and five (5) copies in accordance with the instructions in the RFP.

A Bidders' Conference will be held on February 16, 2022 at 10:00 a.m. virtually by Zoom platform. It is strongly encouraged that potential applicants attend the conference as it will be the only opportunity to ask questions about the RFP. Instructions regarding the Bidder's Conference are included in the RFP.

Questions about the RFP process should be directed to Kristin Millhoff, Executive Director at 209-532-6272, ext. 200, Kristin@area12.org.

Sincerely,

Kristin Millhoff
Executive Director

Attachment: A12AA RFP 2022-2026 (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-

Funding Availability Chart

The funding amounts shown on the Funding Availability Chart represent A12AA's best **estimate** of the annual amount of available funding under this RFP. First year funding is from July 1, 2022 through June 30, 2023.

Funding amounts may change in the first or the subsequent three years, depending upon availability of Federal and State funds. Actual funding amounts will be contingent upon the awarding of funds to A12AA from the California Department of Aging. Proposals and subsequent Contract Agreements, if renewed, are subject to modification by A12AA if these published funding estimates change.

Other requirements:

a) IIIB Chore, Homemaker, Personal Care, Residential Repair / Home Modification, and Transportation applicants must apply for the amount of funding available to cover the counties listed on the Funding Availability Chart.

b) Applicants are encouraged to propose serving multiple counties.

c) Due to limited funding, applicants desiring to provide Legal Services must accept clients from all five counties.

d) Nutrition applicants can propose to serve both congregate nutrition (C-1) and home delivered meals (C-2).

e) Caregiver Support Program applicants must apply for the entire amount of funding available to cover all the counties listed on the Funding Chart.

Attachment: A12AA RFP 2022-2026 (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-

Request for Proposal 2022-2026
Estimated Older Americans Act and State of California Funding Availability Chart

County	Alpine	Amador	Calaveras	Mariposa	Tuolumne
Program	Amount/UOS	Amount/UOS	Amount/UOS	Amount/UOS	Amount/UOS
IIIB Chore	$10,000/100				
IIIB Health	$15,000/1,000				
IIIB Homemaker	$10,241/100				
IIIB Legal Services	$8,000/200				
IIIB Residential Repair/Modif.	$17,000/80				
IIIB Personal Care	0 / 0				
IIIB Transportation		$18,000/900	$24,000/1,200	$45,000/2,500	$35,200/1,760
VIIB Elder Abuse Prevention, Education & Training	$3,711/400				
IIIB Ombudsman	$117,810/1,275				
VIIA Omb. Supplement	$33,290/1,461				
Omb. State Health Facilities Citation Penalties Account	$5,465				
Omb. Public Health Licensing & Certification Program	$2,571				
Omb. Skilled Nursing Facility Quality & Accountability Fund	$12,211/597				
IIIC-1 Congregate Site Meals		$64,307/8,000	$40,710/4,322	$77,228/9,481	$118,610/14,491
IIIC-2 Home Delivered Meals		$110,914/19,374	$137,858/23,767	$31,223/5,462	$262,641/44,714
IIIE Access Assistance	$4,969/200				
IIIE Information Services	$7,344/10				
IIIE Respite Care	$69,967/800				
IIIE Supplemental Services	$1,279/10				
IIIE Support Services	$35,972/500				
IIIE GP Access Assistance	$1,033/100				
IIIE GP Information Service	$1,919/10				
IIIE GP Support Services	$1,485/50				
Health Insurance Counseling and Advocacy Program (HICAP)	$314,020/7,054				
	Counties to be served with funding listed.				
	Ombudsman funding categories				
	Family Caregiver Support Program (IIIE)				
	No service coverage				

Attachment: A12AA RFP 2022-2026 (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-

AREA12 AGENCY ON AGING

2022-2026 Request for Proposals (RFP)

TIMELINE 2022

JANUARY

January 7-14	Notice of Intent to Release RFP Issued

FEBRUARY

February 8	RFP Issued
February 16	Bidders' Conference 10:00 a.m. – 12:00 p.m. Virtual by Zoom Invitation
February 28	Letter of Intent due to Area 12 by 5:00 p.m.

MARCH

March 25 **5:00 p.m.**	RFPs Due at Area 12 Agency on Aging, 19074 Standard Rd., Ste. A, Sonora, CA 95370
March 28-29	Technical Review for Eligibility
March 30-April 1	Staff Review of RFPs

APRIL

April 1	Staff Review of RFPs
April 4-5	RFP Proposal Review Committee for Competitive Bids

MAY

May 5	JPA Review and Approval of Proposals (tentative date of announcement of award)
May 19	Last Day to Appeal Funding Decision

JUNE

June 2	JPA Board hears any appeals

JULY

July 1	**Services Begin**

Attachment: A12AA RFP 2022-2026 (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-

Request to Attend

RFP Bidders' Conference

Date: February 16, 2022

Time: 10:00 a.m. – 12:00 p.m.

Place: Virtual by Zoom invitation

Agency/Organization: _____

Address: _____

_____

Telephone: _____

E-mail address: _____

Representatives (limit 2) _____

_____

Programs of Interest: _____

Send completed form to Doreen Schmidt, email: dschmidt@area12.org

AREA 12 AGENCY ON AGING

REQUEST FOR PROPOSAL (RFP)

ADMINISTRATIVE SECTION

I. INTRODUCTION

The Area 12 Agency on Aging (A12AA), a joint powers authority, is the designated area agency on aging for Planning and Service Area 12 (PSA 12). The jurisdiction is comprised of the counties of Alpine, Amador, Calaveras, Mariposa and Tuolumne. A12AA receives federal (Older Americans Act and other federal), State and local funds to develop, support and maintain a comprehensive and coordinated service delivery system for persons age 60+, caregivers, and people with disabilities.

A12AA's mission is to make services available to assist older persons to live as independently as is appropriate and to avoid premature or unnecessary institutionalization. This mission is accomplished in large part through contract agreements for services with agencies and incorporated organizations.

A12AA's procedure is to issue a Request for Proposals (RFP) that defines the terms for purchase of services.

All proposals must be received by A12AA in accordance with the proposal submission instructions. Proposals must be signed by an official authorized to bind the organization to the proposed service. Proposals received after the established deadline will not be eligible for consideration (late postmarks and faxes will not be accepted).

Proposals will be accepted for the following categories of funding under Title III/VII of the Older Americans Act (OAA).

A. **Supportive Services:** Title IIIB of the OAA was created to fund services that address a wide range of home and community-based care needs of older persons. Supportive services include Chore, Health, Homemaker, Legal Services, Personal Care, Residential Repairs/Modifications, and Transportation.

B. **Congregate Nutrition:** Title IIIC-1 Congregate Nutrition was created through the OAA to address both the nutritional and socialization needs of older persons. Many older people maintain poor nutritional diets. This may stem from financial shortfalls or from physical or mental incapacities. By not eating properly, a person jeopardizes his/her health and ability to continue to live an independent lifestyle. The congregate nutrition program provides nutritious meals in a group setting, thereby addressing both nutrition and isolation problems.

C. **Home Delivered Meals:** Title IIIC-2 Home Delivered Meals addresses the nutritional needs of older persons who are physically or mentally unable to

Attachment: A12AA RFP 2022-2026 (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-

participate in the congregate nutrition program. Homebound older persons are especially vulnerable to premature institutionalization. The home delivered meals (HDM) program delivers a minimum of 5 nutritious meals (hot and/or frozen) per week to its participants. In addition, HDM programs also assess each participant's needs on a quarterly basis and link them to community resources as appropriate.

D. **Family Caregiver Support Program (FCSP):** Title IIIE is a program established under the OAA and provides a continuum of caregiver services to family and other caregivers supporting older adults, as well as older elderly relatives caring for a child. The service categories funded for Older Adults under this RFP are: Access Assistance, Information Services, Respite Care, Supplemental Services and Support Services. The service categories funded for Other Elderly Relative caring for Child under this RFP are: Access Assistance, Information Services and Support Services.

E. **IIIB Legal Services:** Title IIIB of the OAA was created to fund services that address a wide range of home and community-based care needs of older persons. Supportive services include legal services to residents, age 60+, of specified counties. Refer to California Statewide Guidelines for Legal Assistance, CDA.

F. **IIIB Ombudsman:** Title IIIB of the OAA was created to fund services that address a wide range of home and community-based care needs of older persons. Supportive services include Ombudsman services to residents of specified counties.

G. **Ombudsman Supplement:** Title VIIA provides additional funding for the Ombudsman services done within the Title IIIB service category to ensure the rights and entitlements of older persons in long-term care facilities by investigating and resolving complaints and initiating corrective action where necessary.

H. **Elder Abuse Prevention, Education & Training:** Title VIIB provides funding to improve the protection of older persons who are in danger of abuse, neglect or exploitation by providing public education, outreach, interagency coordination and abuse investigation.

I. **Ombudsman State Health Facilities Citation Penalties Account:** This funding is provided for the recruitment and training of Ombudsman volunteers who are vital to the Ombudsman Program.

J. **Ombudsman Skilled Nursing Facility Quality & Accountability Fund:** This funding is provided for LTC residents and their families with resolution of LTC quality-of-life and quality-of-care issues, investigation of abuse occurring in LTC and community care facilities, education about laws and regulations and witnessing advanced health care directives for residents of skilled nursing facilities.

Attachment: A12AA RFP 2022-2026 (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-

Proposals will be accepted for the following categories of funding under Community Based Services Program:

A. **Health Insurance Counseling and Advocacy Program (HICAP):** This community based services program provides, by certified counselors, free and unbiased counseling and advocacy to Medicare recipients and to those who will be receiving Medicare.

II. RFP KEY TERMS

Applicant and Service Provider - policies/requirements in this RFP are directed to either Applicants or Service Providers. The term *Applicant* is used when the policy/requirements must be met prior to or while applying for A12AA funds. The term *Service Provider* is used when the requirements must be met after the award of A12AA funds, as an agreement requirement.

Area 12 Agency on Aging (A12AA) – the organization issuing this RFP. A12AA's planning and service area is five counties including Alpine, Amador, Calaveras, Mariposa and Tuolumne. A12AA is one of 33 area agencies on aging (AAAs) within California.

Area Plan – A12AA Area Plan includes services to be provided through contracting and/or direct service, and goals and objectives for developing programs and coordinating services. The current Area Plan covers the fiscal years 2020- 2024.

California Department of Aging (CDA) – the department within state government with whom A12AA contracts. A12AA receives both federal and state funding through CDA.

Focal Points – a visible point of contact at an accessible location, usually a senior or community center, where onsite senior information and referral, and linkage and/or coordination with needed services throughout the service area are available. Focal Points are designated by A12AA and can be found described in the 2020-2024 Area Plan.

Management Information Systems (MIS) -- reporting system of programs' required data elements.

National Aging Program Information Systems (NAPIS) – Administration for Community Living (ACL) reporting requirements utilized by all AAAs.

Nutrition Services Incentive Program (NSIP) – provides additional funding to nutrition programs. The amounts are based upon the previous two years reported meal count.

National Family Caregiver Support Program – provides services to caregivers and persons caring for older adults or other elderly relative caring for child. Funded under Title IIIE of the OAA.

Older Americans Act (OAA) - the federal legislation that authorizes the federal funding portion for this RFP.

Attachment: A12AA RFP 2022-2026 (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-

Older Californians Act (OCA) – the State legislation that authorizes the State funding portion of this RFP.

One-Time-Only (OTO) Funding – unexpended funds from the previous fiscal year which have been reallocated to A12AA for one-time-only expenditures. Available annually to current contracting service providers.

Scope of Service - the type and amount of service to be provided.

Supplantment – the fiscal action of replacing non-federal funds with federal funds. Providers are strictly prohibited from such actions.

Unduplicated Count – the number of individuals who participate in a program at least once during a contract agreement period.

III. RFP ADMINISTRATIVE AND PROGRAM REQUIREMENTS

The following policies, requirements and standards apply to all programs funded by A12AA. They are established in accordance with the Older Americans Act of 1965, as amended in 1992, reauthorized in 2006 and 2020, and California Department of Aging (CDA) regulations.

A. A12AA RFP Overview

(1) Proposal Limitations: Proposals must be limited to the services and funding amounts identified in the Program Specifications. Any proposal that fails to comply with these requirements will be deemed non-responsive and will be ineligible for funding consideration.

(2) Geographical Service Areas: All services are not funded in every county in A12AA's service area. Refer to Page 6-7, "Request for Proposals, Estimated Older Americans Act and State of California Funding Availability Chart" for information regarding designated geographical service areas.

(3) RFP Cycle: This is a four-year RFP cycle, beginning July 1, 2022 and ending June 30, 2026. The initial Contract Agreement period under this RFP is July 1, 2022 through June 30, 2023. Contracts will be eligible for renewal in each of the subsequent three years subject to funding availability and Service Provider's fulfillment of contractual responsibilities.

B. Contractual Agreement

(1) Successful applicants enter into a contractual relationship with A12AA and are bound by all the terms and conditions of the Contract Agreement. A Sample Contract Agreement is located in the RFP folder on the A12AA website, www.area12.org, About Us, Publications, RFP folder.

Attachment: A12AA RFP 2022-2026 (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-

(2) Proposal Incorporated in the Contract Agreement: Approved scope of service performance levels, planned activities, and budgets in the proposal of successful applicant(s) will become part of the Contract Agreement. As such, Service Providers will be accountable for contents of these parts of the proposal in addition to the requirements in the Contract Agreement. No scope of service will be reduced during the first year of the Contract Agreement unless initiated by A12AA.

(3) Agreement Negotiations: A selected applicant's proposal may be negotiated by A12AA to refine service delivery, procedures, funding level and/or to adjust service levels to funding.

(4) Subcontracts: Sub-contracts are not encouraged and must be approved by A12AA.

(5) Sanctions: A sanction results from failure by a Service Provider to comply with the terms of the contractual agreement. Sanction actions may include withholding of funds, suspension of funds, reduction of funds, ineligibility for Augmentation or One-Time-Only (OTO) funding and termination.

C. Applicable Laws and Regulations

The Service Provider shall be held accountable for A12AA policies and State and Federal regulations and requirements as applicable. The following is a list of the regulations and source documents available to applicants online. Refer to the **RFP 2022-2026 folder** on the A12AA website (About Us, **RFP 2022-2026** folder – RFP Laws and Regulations). A select few are available for review at A12AA (by appointment only):

Administration for Community Living (ACL) Nutrition Services

Dietary Guidelines for Americans

CDA website: – www.aging.ca.gov -
Current CDA Terms and Conditions
AAA Laws, Regulations, and Policies

California Welfare and Institutions Code
https://leginfo.legislature.ca.gov/faces/codesTOCSelected.xhtml?tocCode=wic

Code of Regulations, Title 22, Division 1.8, CDA

California Retail Food Code

California Retail Food Code: Grandfather Clause for Pre-existing, Non-conforming structures & Equipment

Older Californians Act

Attachment: A12AA RFP 2022-2026 (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-

Older Americans Act, as Amended 2020

Code of Federal Regulations

United States Code (USC), Title 42, Chapter 35 – Program for Older Americans

CDA Service Categories and Data Dictionary, July, 2018

California Department of Aging (CDA)
- Elderly Nutrition Program – regulations and program management resources Laws/Regulations/Policies

Other regulations:

The Federal Register – Part 1321, Grants to State and Community Programs on Aging

The Federal Register – Chapter I, Chapter II, Part 200, et al. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

The CDA Program Memos (found on CDA website - www.aging.ca.gov)

American with Disabilities Act of 1990
http://www.ada.gov/pubs/adastatute08.html

A12AA's Area Plan FY 2020-2024 www.area12.org, About Us, Publications

A12AA office (by appointment):

- HICAP Program Manual
- A12AA Senior Meals Program Policies and Procedures Manual

IV. SERVICE PROVIDER OPERATIONAL REQUIREMENTS

A12AA requires each Applicant to provide a current Policy and Procedure Manual for your organization including the following operational information. If Applicant has no Policy and Procedure Manual, Applicant agrees to comply with this requirement by the end of the first fiscal year it receives funding from A12AA.

A. Organizational Structure: Applicant shall be a public agency or an incorporated organization as of proposal date with demonstrated capacity to deliver the number of proposed service units.

B. Experience: Applicant's background and experience in providing the same or similar service for which funding is requested is a key factor in the evaluation of proposals. The application should also document the applicant's familiarity with available complementary services within their projected service areas.

Attachment: A12AA RFP 2022-2026 (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-

C. Licensing: Service Provider must meet all federal, state and local licensing and health requirements as applicable.

D. Resources: Service Provider must have the capacity to fulfill all contract responsibilities and adequate resources to carry out the described services.

E. Technology Requirements: Service Provider agrees to have the capacity for electronic data transmissions, access to high speed internet, e-mail communication and agrees to possess or purchase such hardware or software for this purpose. Service Provider is strongly encouraged to include programs that provide word processing, spreadsheet and database management software in its software compliment. Currently, the A12AA utilizes WellSky (SAMS) products, Microsoft Office Suite (Word, and Excel) software for such purposes. Data reporting software WellSky, and staff capacity to meet Monthly, Quarterly, and/or Annual Fiscal and Program reporting requirements will be required.

F. Location: Facility location shall take into account availability of public transportation, as well as availability of parking for private automobiles.

G. Facilities: Services provided outside the home shall be delivered in facilities that are accessible to clients (including those with functional impairments) and in compliance with the Americans with Disabilities Act.

H. Safety: Service Provider must:

(1) Meet all federal, state and local safety requirements as applicable.

(2) Provide all services with equipment that operates safely and effectively.

(3) Develop and maintain an agency disaster plan which incorporates the following:

- Enables uninterrupted services to seniors, when possible;
- Provides training to all program personnel on the disaster plan, at a minimum, annually;
- Ensures that staff is familiar with the plan and can execute the plan in an emergency; and
- Designates an Emergency Services coordinator and Alternate. Plans must be reviewed and approved by A12AA.

I. Language Capability and Equal Access Requirements: Service Provider must adopt policies to assure compliance with Title VI of the Civil Rights Act of 1964 and compliance with the Americans with Disabilities Act.

Service Provider must have capacity to serve limited English speaking and/or functionally impaired individuals. The threshold of language compliance shall be 5% of the age 60+ population belonging to a specific non-English-speaking group, or 100 persons, age 60+ of a specific non-English-speaking group.

Attachment: A12AA RFP 2022-2026 (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-

Programs operated by a specific group such as a church, social organization, senior center, housing development, etc., shall not restrict participation to their own membership.

J. Personnel: Service Provider must comply with the following policies:

(1) Skilled Staff: Service Provider shall utilize personnel with the necessary skills to carry out the proposed program activities in an effective and efficient manner.

(2) Employment of Older Workers: Service Provider shall encourage paid employment opportunities for older workers within the program.

(3) Job Descriptions: Service Provider shall possess and maintain job descriptions for all program positions (both volunteer and paid). Descriptions will include requirements such as education, licenses and experience. Job duties and knowledge/skills shall also be specified.

(4) Desk Manuals: Service Provider shall maintain current desk manual for each position outlining daily, weekly, monthly or quarterly tasks employee performs to complete his/her specific job.

(5) Salary Schedule: Service Provider shall have available a salary schedule for all paid program positions.

(6) Use of Volunteers: Service Provider shall use the skills of volunteer staff whenever feasible and appropriate. Programs using volunteers will ensure that they work under mutually beneficial working conditions. Volunteers shall:

- Be screened and selected through a formal written and oral interview process that assesses their capabilities to perform appropriate duties;
- Be provided with written job descriptions outlining the skills required, duties to be performed, and lines of supervision;
- Be evaluated annually;
- Receive the required A12AA or CDA training for each role or responsibility

(7) Staff Training: Service Provider shall ensure that all paid and volunteer staff persons working in A12AA-funded programs receive appropriate training. Service Provider must have a written training plan describing orientation and annual in-service training. The dates, names of attendees, and content of training must be documented. Training must be designed to enhance each staff member's performance of his or her job responsibilities. Training activities include the following:

- Service orientation and training;
- On-the-job training;
- In-service training;
- Training offered and required through A12AA and/or CDA; and
- Educational opportunities provided through classes, online classes or webinars, workshops, conferences and professional associations.

Attachment: A12AA RFP 2022-2026 (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-

Attachment: A12AA RFP 2022-2026 (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-

V. SERVICE PROVIDER PROGRAM RESPONSIBILITIES

A. Outreach Activities/Public Information: Service Provider shall engage in outreach and public information activities in an effort to inform the public, community leaders, other Service Providers, and potential participants about program services and activities. Outreach activities are required and shall be aimed at reaching the target population(s). An outreach plan shall be developed including the following information: methods, timelines, target population(s), and expected number of persons to be reached. Service Provider shall maintain documentation of outreach activities.

B. Targeting: The Older Americans Act, the Older Californians Act and the A12AA Area Plan identify specific categories of persons age 60+ as target populations for services. Programs are expected to serve target populations at a rate at least comparable to census figures. Applicants under this RFP must specify how they will reach the target populations. To meet targeting goals, applicants must demonstrate the capacity to serve persons in need of the proposed service and who possess one or more of the following characteristics:

(1) Greatest Social Need (GSN): GSN individuals have at least two of these characteristics: age 75+, lives alone, functionally impaired, language barriers or cultural, social or geographic isolation caused by racial or ethnic status, sexual orientation, human immunodeficiency virus (HIV) status, gender identity, or gender expression.

(2) Greatest Economic Needs (GEN): GEN individuals have a combined income from all sources at or below the federal poverty level.

(3) Minority: Persons who identify themselves with one of the following racial or ethnic groups: American Indian/Alaskan Native, Asian/Pacific Islander, African American, or Hispanic.

(4) Low Income, Minority: Low income, minority individuals have both GEN and minority characteristics.

(5) Geographically Isolated: Live in rural area (individuals who live outside of urbanized areas in town or remote countryside with fewer than 2500 persons).

(6) Disabilities: Older individuals with disabilities, with particular attention to those with severe disabilities.

C. Means Test: Service Provider **shall not** use a means test to determine eligibility for program services. "Means test" is defined as the use of an older person's income or resources to deny or limit that person's receipt of services.

D. Coordination:

(1) Interagency: Service Providers shall demonstrate efforts to initiate cooperative working agreements with other community agencies providing services to older persons and/or with other agencies that provide similar services.

(2) Focal Points: Where feasible, Service Provider should coordinate services with Focal Points for senior services in their community. Focal Points are senior or community centers, designated by A12AA, where onsite senior information and referral, and linkage/coordination with needed services for seniors are available. Acceptable methods of coordination include providing the Focal Point(s) with informational materials about the services(s), letters/memoranda of agreement, and collocation of services. A list of Focal Points can be found in the A12AA 2021-2022 Area Plan Update available online at www.area12.org.

E. Program Reporting: The OAA calls for annual performance reporting to the Administration for Community Living (ACL) by the California Department of Aging (CDA). ACL has developed the National Aging Program Information System (NAPIS) data criteria for this reporting.

A12AA collects the program specific data that has been entered in the WellSky software database by each contracting provider. Program specific NAPIS requirements are entered into WellSky for monthly reporting to CDA by the contracting provider. This data is due to the A12AA by the 5th working day of each month following the month being reported. Contracting service providers are responsible for:

- The collection of the required program specific data,
- Providing staff with the appropriate number of hours to maintain the data,
- Assuring that the data is accurately entered in WellSky, and
- Reporting to A12AA as required unless otherwise arranged with the A12AA.

Contractors shall utilize the WellSky system on the agingnetwork.com site. Software and licensing shall be provided through the A12AA. The cost of the annual fees and user licenses for the software will be an allowable expense for the Service Provider and is required for the Provider unless other arrangements are made.

VI. SERVICE PROVIDER FISCAL REQUIREMENTS

A. Program Income Initiative: Program income is revenue generated from contract-supported activities. Program income may **not** be used to meet the matching requirements of the contract agreement. It must be used to expand the service which generated the income. Sources include:

(1) Income from usage or rental fees of real or personal property acquired with grant funds;

Attachment: A12AA RFP 2022-2026 (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-

(2) Royalties received on patents and copyrights from contract-supported activities;

(3) Proceeds from sale of items fabricated under a contract agreement; and

(4) Voluntary Client Contributions: Service Provider shall provide individuals receiving services under an A12AA-funded program with a voluntary opportunity to contribute to the cost of the service. Client voluntary contribution procedures must protect the privacy of each person with respect to his/her contribution and include appropriate methods to safeguard, report, and account for all contributions. Service Provider will not deny service(s) because a participant does not contribute to the cost of the service. All participant contributions must be used to increase the number of service units delivered by the Service Provider or to pay for other allowable costs of the program. This income must be spent during the same contract year in which it was earned.

B. Local Match Requirements: Programs funded under this RFP are required to include match (cash and/or in-kind) from non-federal sources in their program budgets:

- Title IIIE National Family Caregiver Support Program requires a 25% match.
- Titles IIIB Supportive Services and IIIC Nutrition Services require a 15.3% match.

C. Supplantment: A12AA funds must be spent in addition to any Federal, State or local funds. A Service Provider may use A12AA funds to supplement existing program funds, but must not supplant, replace or substitute for any Federal, State or local funding.

D. Fiscal Reporting and Record Keeping: A12AA requires a detailed fiscal report showing program revenues and expenditures on a monthly basis.

Service Provider shall maintain financial and internal controls to assure use of A12AA funds in accordance with requirements specified in federal and state publications and the A12AA Agreement. All costs included in monthly reports must be supported by appropriate accounting documentation and must be in accordance with an A12AA approved budget (see Budget Forms and Instructions).

Accounting documentation must establish that only a fair and equitable portion of any provider's allocated costs or shared costs is charged to A12AA. Service Providers sharing costs with other funding sources shall have a written cost allocation plan on file in their office. Costs included in the A12AA program budget(s) and monthly financial reports may be subject to approval only upon presentation of supporting documentation.

E. Audit Requirement: Service Provider shall provide an annual audit to A12AA (see Audit Requirements in Exhibit D: Article X of the Sample Contract).

Attachment: A12AA RFP 2022-2026 (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-

VII. INSTRUCTIONS FOR COMPLETING PROPOSAL AND PROPOSAL EVALUATION AND REVIEW PROCESS

A. Proposal Preparation

(1) When preparing a proposal in response to this RFP:

- Carefully read the entire RFP document.
- Attend the Bidders' Conference on **February 16, 2022**.
- Sample Contract Agreement available online in RFP Folder

(2) Two complete proposals for each program proposal (including checklist and **all** required attachments) must be received no later than **Friday, March 25, 2022** by **5:00 p.m.** Postmarks, faxes, and e-mails will not be accepted. Both completed proposals must have original signatures.

Late proposals will not be eligible for consideration. They will be stamped in, and marked:

"Received _____/_____/_____ at _____ a.m./p.m. by _____.
After due date, do not open."

(3) Submit **5 additional copies** by the deadline in the following order:

- Cover page
- Application narrative
- Budget and budget line item explanation (Budget Narrative)
- Attachments A-W

(4) Submit only the attachments requested. Label attachments in the upper right hand corner. If attachments are not relevant to your program: i.e., nutrition program attachments, or if applicant is a current A12AA service provider and checklist indicates item is not required; i.e., IRS 501(c)(3) letter, indicate N/A on the checklist.

(5) Do not use a binder or folder, do not staple, and do not include a cover letter. The completed checklist in the RFP should be the first page of your proposal.

(6) Do not send material which has not been specifically requested; including brochures, flyers, letters of support, etc. Letters of commitment may be included as Attachment G, only if essential to program service delivery or operations.

B. Review and Evaluation

(1) Technical Review

A12AA staff will not prescreen proposals other than to determine that they meet minimum eligibility standards, including:

Attachment: A12AA RFP 2022-2026 (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-

(a) Agency/organization is either a government entity or incorporated (either for profit or nonprofit).

(b) Minimum match requirement is met.

(c) The proposal cover sheet includes the signature of an authorized official of the agency/organization.

(d) Audits are submitted for all applicants not currently under contract to A12AA.

(e) Proposal includes the narrative and budget sections.

(f) Applicants will not be permitted to amend proposals after the filing date. Technical adjustments and missing attachments submitted (other than those described above) may be made only if requested by A12AA.

(2) Notification

(a) A12AA shall provide written notification to applicants regarding any proposal determined ineligible for review.

(b) A12AA staff will notify the members of the RFP Proposal Review Committee regarding technical deficiencies that may impact the ability to review a particular proposal.

(3) Determination of Proposal Status

(a) If two or more eligible proposals are received, they will be considered competing proposals for review and recommendation by A12AA staff and the A12AA RFP Proposal Review Committee.

(b) If no eligible proposal is received, A12AA may negotiate a service agreement with an organization to be determined by A12AA.

(4) Evaluation Criteria

Proposals will be evaluated on the feasibility of the proposal including whether the applicant is likely to be able to achieve the proposed performance and outcome objectives. In addition, proposals will be evaluated in the following areas:

(a) <u>Management</u>

Organizational structure

Experience delivering the same or similar services to older persons

Service performance record

Attachment: A12AA RFP 2022-2026 (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-

Physical resources (facilities & equipment)

Staff qualifications

Volunteer utilization

Accounting system

Coordination with other community agencies

Technology capabilities

(b) Program

Service objectives (units)

Customer service (client satisfaction and quality of service)

Target groups: (i.e., low income, non-minority, minority, rural individuals)

Methods of service delivery

Plan for Service Delivery: scope of work

Outreach/public information methods

Geographic and rural area(s) served

Performance Measures

Proposed Outcomes

(c) Budget

Commitment of resources (cash/in-kind) other than A12AA funding

Appropriateness of budget

Accuracy of computations

Unit cost and cost effectiveness

(5) Proposal Evaluation Process

Meetings of the RFP Evaluation Committee, Advisory Council and Governing Board are open to the public. At the RFP Evaluation Committee meeting, representatives from applicant agencies will be allowed to make brief

Attachment: A12AA RFP 2022-2026 (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-

presentations on behalf of their proposal. See Timeline for dates and location of meetings.

Proposals will be reviewed by the following groups:

(a) A12AA staff will review proposals for technical content.

(b) A12AA Staff will review proposals and formulate recommendations for the JPA Board for all single bids.

(c) A12AA RFP Proposal Review Committee, consisting of Advisory Council representatives, other local reviewers and other qualified AAA staff, will review proposals and formulate recommendations for all multiple bids.

(d) The JPA Governing Board will make the final award decisions.

C. Appeals Process

(1) Initiating an appeal to A12AA

An applicant may appeal the decision of the A12AA Governing Board by filing a written appeal with A12AA by **5:00 p.m., May 19, 2022.** Written appeals shall set forth the action or actions being protested and the reason(s) applicant finds such action unsatisfactory. Grounds for appeal exist only in the following conditions:

(a) Where there existed a conflict of interest of a member of the Governing Board;

(b) For a procedural error that resulted in denial to the applicant of a fair hearing; or

(c) To correct a Governing Board finding not supported by substantive evidence, if correction or modification of such finding could materially change the outcome of the proceedings.

(2) Hearing of Appeals

The Governing Board will hear all written appeals at their regularly scheduled meeting on June 2, 2022. The Governing Board will determine: 1) if appeal(s) are valid; and 2) hear valid appeals.

Attachment: A12AA RFP 2022-2026 (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-

PROGRAM PROPOSAL

AND

APPLICATION

FORMS

Attachment: A12AA RFP 2022-2026 (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-

Attachment A

Area 12 Agency on Aging
2022-2026 RFP PROPOSAL
CHECKLIST

Two (2) Original Proposals and five copies for each program are required of all applicants.

- □ Proposal Checklist (Attachment A)
- □ Application Information Sheets – Authorized Signatory Form (Attachment B)
- □ Application Narrative Cover Page (Attachment C)
- □ Executive Summary (Attachment D)
- □ Program Proposal (Attachment E)
- □ Service Unit Plan (Attachment F)
- □ Assurance of Compliance (CDA 17) (Attachment G)
- □ Non-Discrimination Compliance Statement (Attachment H)
- □ Drug-Free Workplace Certification (Attachment I)
- □ Certification Regarding Lobbying (Attachment J)
- □ Organizational Chart (Attachment K)
- □ Personnel Funding Chart (Attachment L)
- □ Job Descriptions (Attachment M)
- □ Agency procurement standards in purchasing goods over $10,000 (Attachment R)
- □ Evidence of insurance coverage to include General Liability, Auto Liability, Workers Compensation, Errors & Omissions, Fidelity Bond, and Business Personal Property. Evidence should be in the form of a Certificate of Liability or statement of self-insurance. If insurance is not in effect now, request a quote/binder effective 7/1/2022. A12AA is not responsible for any expense incurred. (Attachment S)
- □ Advisory Board membership list (where present) (Attachment T)
- □ Program Line Item Budget & Budget Narratives (Attachment U)
- □ Board of Directors approval of submission of application. (Attachment V)
- □ Unruh Civil Rights Law Certification (Attachment W)

Attachment: A12AA RFP 2022-2026 (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-

Each bidder must provide one copy of the following:

- □ Current Roster of the Board of Directors, if non-profit (include name, address, occupation) (Attachment N)
- □ Agency Bylaws (Attachment O)
- □ Agency personnel policies/procedures (Attachment P)
- □ Lease/Rental agreements (Attachment Q)

Additional Documentation Required by Non-profit Agencies Not Currently Funded by the Area 12 Agency on Aging: (One copy with original Proposal ONLY)

- □ Non-profit Determination Letter [501(c)(3)]. (If a collaborative, from the fiscal agent.)
- □ Articles of Incorporation (if a collaborative, from the fiscal agent.)
- □ Most recent Bylaws (if a collaborative, from the fiscal agent.)
- □ Most recent date's minutes of a meeting of the Board of Directors (if a collaborative, from the fiscal agent.)

Attachment: A12AA RFP 2022-2026 (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-

Attachment D

EXECUTIVE SUMMARY

(Maximum Length 1 Page)

Provide a concise description of the key elements of the proposal. (Description should be written for reader who has no previous knowledge of your program.)

Attachment: A12AA RFP 2022-2026 (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-

PROGRAM PROPOSAL
(Attachment E)

A. PROGRAM, SERVICE DELIVERY AND PERFORMANCE

1. Need Statement

(a) Describe community need(s) being addressed through the proposed program.
(b) State how these needs were identified and include supporting data.

2. Service Area 12 Agency on Aging

(a) Describe the geographic area that the program proposes to serve. Include site location(s) if applicable.
(b) Identify any of these areas that are undeserved or hard to serve.

3. Target Groups – Provide the following information about the client groups your program proposes to serve:

(a) Number of unduplicated persons to be served annually. If serving multiple counties, identify the numbers to be served in each county.
(b) Number of minority, low income and rural persons to be served.
(c) Number of additional target clients that your program proposes to serve (homebound, 85+, non-English speaking, disabled, etc.).

4. Marketing/Outreach

(a) Describe the organization's proposed marketing/outreach plans to reach the program's intended clients. (Eliminate duplication)

5. Operations – Describe in detail how the proposed program will operate. Include:

(a) Methods of service delivery
(b) Service schedules which include:
  i. Service hours
  ii. Service days
  iii. Office hours, if different from program hours
  iv. Days that the program will be closed for services
  v. Nutrition Programs ONLY
  Congregate -- List here all anticipated congregate sites. Show names and addresses of each site, staff hours, and days of operation and estimated number of meals per day. Describe innovations you will use to attract younger seniors to congregate sites.
  Home Delivered Meals -- Specify the number of routes necessary and the length of time needed to deliver meals for each route. Specify frozen or hot home delivered meals.

Attachment: A12AA RFP 2022-2026 (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-

(c) Facilities including discussion of ADA accessibility
(d) Equipment
(e) Given that there is a mandate to meet minimum service standards and that government funding is limited, how will your agency respond if demand for service exceeds your proposed service level?
(f) Describe the proposer's organization plan for continuing program operations should there be a period of cash flow disruption.
(g) Plan to continue providing services when A12AA funding is spent. i.e. how many units over the contracted units will you provide, funding source for A12AA non-contracted units.
(h) Include implementation of the Priority Ranking System for home delivered meal clients. If no policy exists, the proposer has, after the start date of the contract, 120 days to comply with this request.
(i) Include Waitlist policy and how you will implement it. If no policy exists, the proposer has, after the start date of the contract, 120 days to comply with this request.

6. Client Procedures – Describe the program's procedures for client:

(a) Intake and Eligibility
(b) Assessment and Reassessment
(c) Disenrollment
(d) Priority Ranking System
(e) Waitlist Policy

7. Performance - Identify the type (*per Program Specifications)* and number of service units (e.g. hours, rides) to be provided. If serving multiple counties, identify the number of service units to be provided in each county. (Attachment F)

8. Participant Input and Satisfaction

(a) Describe methods of obtaining participant input.
(b) Describe how the program uses and/or follows up on client input.

9. Coordination - Identify formal and informal linkages with designated Focal Points and other community agencies and services to deliver, coordinate and/or facilitate service delivery.

B. ADMINISTRATIVE CAPACITY

1. Organization – Describe the organization:

(a) Structure
(b) Mission
(c) History

2. Service Experience – Describe the organization's experience in providing services to the community. Specify:

Attachment: A12AA RFP 2022-2026 (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-

(a) Length of time agency has provided services.
(b) Type of services provided.
(c) Approximate number of persons served annually by each service.

3. Staffing – Identify the staff positions in the proposed program and provide:

(a) Numbers of staff, by position
(b) Job descriptions (Attachment M)
(c) Any special job qualifications/certifications required for the position(s)

4. Management Information Systems (MIS)

(a) Number of staff, by position and of FTE (full-time equivalent)
(b) Quality control of data entered-what is done to assure data accuracy
(c) Data collection: What procedure is followed to assure all required data is collected for a program?

5. Volunteers – Indicate the volunteer staff for the proposed program and list (by job category) the:

(a) Numbers of volunteers by position
(b) Duties or job descriptions
(c) Work schedules
(d) Volunteer benefits (e.g. mileage, volunteer recognition events, etc.)
If not using volunteers in the proposed program, explain why.

6. Board of Directors
Provide a list of names, addresses, phone numbers and e-mail of members of board. (Label Attachment N)

C. FINANCIAL CAPACITY AND OPERATIONS

1. Available Resources – Describe the organization's ability to provide cash and/or in-kind personnel, equipment or other resources in support of the program.

2. Fiscal Record System – Identify and/or describe the applicant agency's system for maintaining fiscal records including:

(a) Accounting systems and software
(b) Fiscal staff qualifications
(c) Use of external bookkeepers and/or accountants
(d) Accounting must be done on an accrual basis

3. Budget and Budget Narrative

(a) Provide Line Item Budget (Attachment U)
(b) Provide Budget Narrative (Attachment U)

4. Client Contributions – Identify and/or describe:

Attachment: A12AA RFP 2022-2026 (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-

(a) How clients will be informed that they may contribute to the cost of the service
(b) The system to be used to collect contributions for services from clients
(c) Procedures for financial accounting of contributions
(d) Program's suggested contribution amount

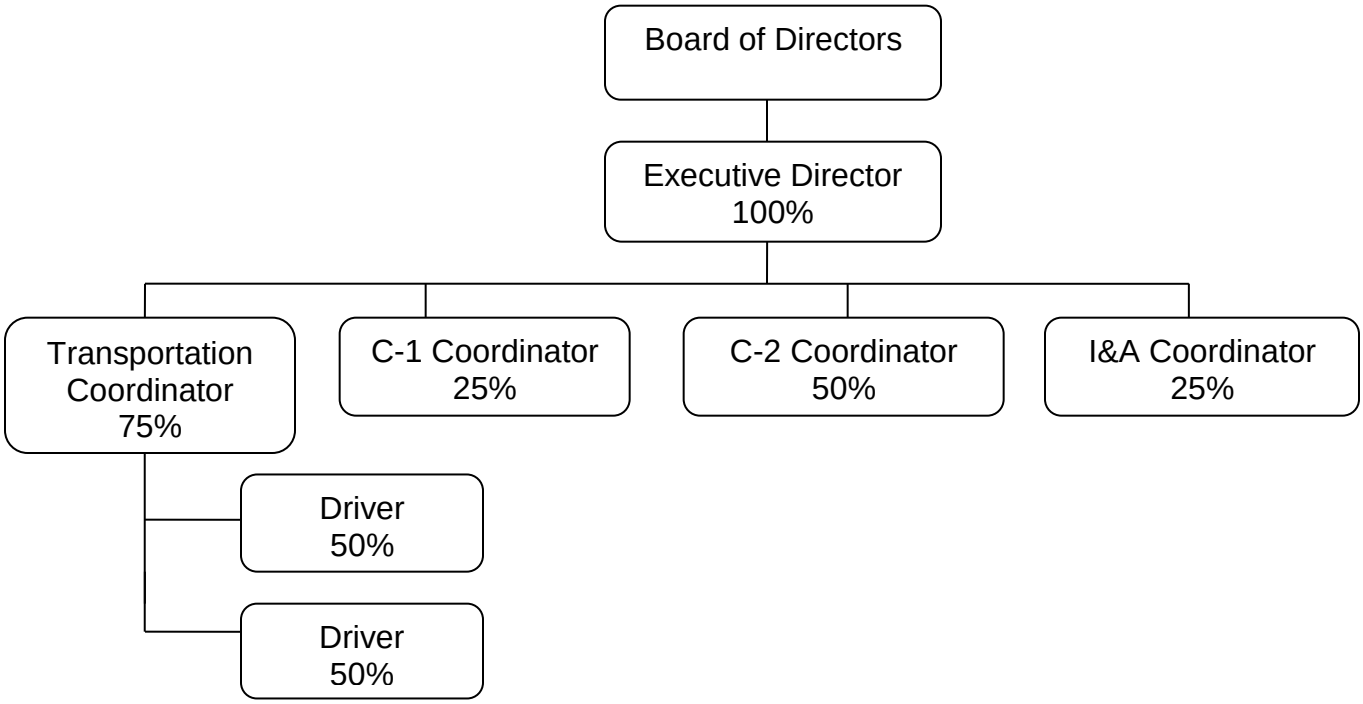
D. ORGANIZATION CHART

Submit a current Organization Chart (Label as Attachment K).

(1) **Organizational Chart:** Applicant must provide an organizational chart that illustrates the following:

(a) The relationship of the proposed program within the larger organizational structure;
(b) Position title and staff name (if known) for each position within the Proposed program and the FTE; and
(c) Within the "Personnel Funding Chart" the amount of time worked for each position shown by that individual across all programs worked based on a 40 hour week. See below. (Label as Attachment L)

EXAMPLE



Attachment: A12AA RFP 2022-2026 (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-

(2) **Personnel Funding Chart:** (Label Attachment L) Applicant must provide a personnel funding chart that illustrates the following:

(a) All staff identified on the organization chart who work on the proposed A12AA funded program and are displayed in the budget;

(b) The percent of time spent in A12AA program(s) for each position (based on FTE of 40 hours per week); and the costs shown on the Personnel Budget Pages must correspond to the percent of time shown on this Personnel Funding Chart. (See example below.)

PROPOSED TRANSPORTATION PROGRAM

	A12AA Transportation Program	A12AA C-1 Program	A12AA C-2 Program	A12AA I & A Program	Other (A12AA)	Total FTE
Ex. Director	5%	10%	10%	5%	70%	100%
Coordinator	20%				30%	50%
Driver	50%					50%

Attachment: A12AA RFP 2022-2026 (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-

Attachment B

AREA 12 AGENCY ON AGING 2022-2026 CONTRACT AUTHORIZED SIGNATORY FORM

PROVIDER: _____

ADDRESS: _____

_____

The following persons have personally signed below and are authorized to sign documents as indicated:

Agreements

_____ _____
Board Chairperson (term through) Printed/Typed Name

_____ _____
Designee by Board Action Printed/Typed Name

Fiscal Reports/Budgets

_____ _____
Program Director Printed/Typed Name

_____ _____
Designee for Program Director/Title Printed/Typed Name

Program Reports

_____ _____
Program Director Printed/Typed Name

_____ _____
Designee for Program Director/Title Printed/Typed Name

For emergency contact, the Board Chairperson's telephone number is _____

And mailing address is _____

_____ _____
Submitted by Date

Attachment: A12AA RFP 2022-2026 (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-

Attachment C

AREA 12 AGENCY ON AGING
RFP 2022-2026

APPLICATION NARRATIVE – COVER PAGE

Applicant Agency: _____

Address: _____

City / State: _____ **ZIP:** _____

Telephone Number: _____**FAX:** _____

Type of Agency (As defined by I.R.S. – Check only one)

_____ Private non-profit _____ Private profit-making _____ Public agency

County/Counties to be served under this proposal: (check all that apply)

_____ Alpine County _____ Amador County

_____ Calaveras County _____ Mariposa County

_____ Tuolumne County

Contact Person: _____ **Title:** _____

Telephone: _____ **E-mail:** _____

Application submitted for:

Program: _____

Amount requested: _____

Attachment: A12AA RFP 2022-2026 (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-

Attachment F

SERVICE UNIT PLAN

Program Name/ Unit Type	Proposed Number of Units to be Served	County Serving

Attachment: A12AA RFP 2022-2026 (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-

ASSURANCES **ATTACHMENT**
STD 17 (Rev. 11-93)

ASSURANCES OF COMPLIANCE WITH THE DEPARTMENT OF HEALTH AND HUMAN SERVICES (HHS) REGULATIONS UNDER TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

_____(hereinafter called the Service Provider) HEREBY AGREES THAT it will comply with the title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by, or pursuant to the Regulation of HHS (45 CFR Part 80) issued pursuant to that title, to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40), or gender, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Service Provider receives federal financial assistance from the Area 12 Agency on Aging (A12AA) and HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

If any real property or structure thereon is provided or improved with the aid of federal financial assistance extended to the Service Provider, or in the case of any such property, any transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits, this assurance shall obligate the Service Provider. If any personal property is so provided, this assurance shall obligate the Service Provider for the period during which it retains ownership or possession of the property. In all other cases, this assurance shall obligate the Service Provider for the period during which the federal financial assistance is extended to it by A12AA.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts, property, discounts or other federal financial assistance extended after the date hereof to the Service Provider by A12AA, including installment payments after such date on account of applications for federal financial assistance which were approved before such date. The Service Provider recognizes and agrees that such federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Service Provider, its successors, and transferees, and the person whose signature appears below is authorized to sign this assurance on behalf of the Service Provider.

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	Federal ID Number
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	Executed in the County of:

Attachment: A12AA RFP 2022-2026 (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-

ATTACHMENT H

STATEMENT OF COMPLIANCE

STD 19 (12/93)

SERVICE PROVIDER

_____

The SERVICE PROVIDER named above (hereinafter referred to as “prospective contractor”) hereby certifies, unless specifically exempted, compliance with Government Code Section 12990 and California Administrative Code, Title 2, Division 4, Chapter 5 in matters relating to development, implementation, and maintenance of a nondiscrimination program. Prospective contractor agrees not to unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition (cancer related), marital status, sex, sexual orientation (or perceived sexual orientation), or age (over 40).

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	Federal ID Number
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	Executed in the County of:

Attachment: A12AA RFP 2022-2026 (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-

ATTACHMENT I

DRUG-FREE WORKPLACE CERTIFICATION

STD 21 (12/93)

The SERVICE PROVIDER (hereinafter referred to as the "prospective contractor") named above hereby certificate compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The above named SERVICE PROVIDER will:

(1) 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 as required by Government Code Section 8355(a).

(2) Establish a Drug-Free Awareness Program to inform employees about:

1) the dangers of drug abuse in the workplace;
2) the person or organization's policy of maintaining a drug-free workplace;
3) any available counseling, rehabilitation and employee assistance programs; and,
4) penalties that may be imposed upon employees for drug abuse violations.

(3) Every employee who works on the proposed Agreement will:

1) receive a copy of the company's drug-free workplace policy statement; and
2) agree to abide by the terms of the organization'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. (Gov. Code §8350 et seq.)

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	Federal ID Number
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	Executed in the County of:

Attachment: A12AA RFP 2022-2026 (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-

ATTACHMENT J

LOBBYING
STD 217 (12/93)

CERTIFICATION REGARDING LOBBYING
CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certified, to the best of his/her knowledge and belief, that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or any employee of a member of Congress connected with the awarding of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or any employee of a Member of congress connected with the awarding of any federal loan, the entering into of any federal contract, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Reporting Lobbying," 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 subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	Federal ID Number
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	Executed in the County of:

Attachment: A12AA RFP 2022-2026 (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-

Attachment V

Proposed Operating Budget:

Ongoing A12AA Funds Requested	Program Match: Cash	Program Match: In-kind	Non-Match: Cash	Non-Match: In-Kind	GRI	Total Program Budget

The Board of Directors of this Agency has approved submission of this application to A12AA

at its meeting on (date) _____.

TERMS AND CONDITIONS:

It is understood and agreed by the applicant agency that funds awarded as a result of this request are to be expended for the purposes set forth herein and in accordance with all applicable laws, regulations, policies and procedures of A12AA, California Department of Aging and Administration for Community Living, U.S. Department of Health and Human Services.

Signatory authorized to commit applicant agency to enter into a contractual agreement with A12AA:

Name and Title (Print):

_____

Signature: _____

Attachment: A12AA RFP 2022-2026 (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-

ATTACHMENT W

CALIFORNIA CIVIL RIGHTS LAW CERTIFICATION

Pursuant to Public Contract Code section 2010, if a bidder or proposer executes or renews a contract over $100,000 on or after January 1, 2017, the bidder or proposer hereby certifies compliance with the following:

1. CALIFORNIA CIVIL RIGHTS LAWS: For contract over $100,000 executed or renewed after January 1, 2017, the contractor certified compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and

2. EMPLOYER DISCRIMINATORY POLICIES: For contracts over $100,000 executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

CERTIFICATION

I, the official named below certify under penalty of perjury under the Laws of the State of California that the foregoing is true and correct. *Proposer/Bidder Firm Name (Printed)*	*Federal ID Number*
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	*Executed in the County and State of*

Attachment: A12AA RFP 2022-2026 (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-

A12AA REQUEST FOR PROPOSAL

APPLICATION EVALUATION

For Informational Purposes Only

Proposal review scores are not the sole determining factor in recommendations for grant awards. Competing proposals with scores within 5 points may be deemed to be equally qualified and experience and past performance shall be factored into the recommendation.

Attachment: A12AA RFP 2022-2026 (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-

RFP APPLICATION NARRATIVE EVALUATION

The criteria for the evaluation of the narrative questions are provided for your reference.

A. PROGRAM, SERVICE DELIVERY AND PERFORMANCE			
Question	**Evaluation Criteria**	**Points Available**	**Additional Comments**
1. Need Statement: Describe the community need(s) being addressed through the proposed program. State how these needs were identified and include supporting data.	1. The applicant communicates the need to be addressed and its importance clearly. Supporting documentation of the need is presented.	4	
2. Service Area: Describe the geographic area that the program proposes to serve. Include site location(s) if applicable. Identify any of these areas that are underserved or hard to serve.	2. The applicant clearly identified the geographic area proposed to be served. If less than an entire county, the boundaries of the service area are stated. The service area appears manageable.	4	
3. Target Group(s): Provide the following information about the client groups your program proposes to serve: a. Total number of unduplicated persons to be served annually. If serving multiple counties, identify the numbers to be served in each county. b. Total number of minority, low income and rural persons to be served. c. Number of additional target clients that your program proposes to serve. (i.e. age 85+, low-income, minority)	3. The applicant proposes to serve an appropriate number of unduplicated clients. The proposed numbers of low income, minority, rural and other clients are reasonable and reflect the proposed service area.	10	

Attachment: A12AA RFP 2022-2026 (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-

A. PROGRAM, SERVICE DELIVERY AND PERFORMANCE			
Question	**Evaluation Criteria**	**Points Available**	**Additional Comments**
4. Marketing/Outreach: Describe the organization's proposed marketing/outreach plans to reach the program's intended clients.	4. The applicant describes specific marketing/outreach activities it will undertake to attract clients to the program.	4	
5. Operations: Describe in detail how the proposed program will operate. Include: a) Methods of service delivery b) Service schedules which include: i. Service hours ii. Service days iii. Office hours, if different from program hours iv. Days the program will be closed for services c) Facilities d) Equipment	5. The applicant clearly describes how the proposed program will operate effectively. Proposed service hours and days provide adequate access for clients. The proposed facilities and equipment will meet the needs of the proposed program.	10	
6. Client Procedures: Describe the program's procedures for client: a. Intake and Eligibility b. Assessment and Reassessment c. Priority Ranking system d. Disenrollment e. Waitlist Policy	6. Applicant proposes a systematic approach to participant intakes, assessments/reassessments, priority level procedures, disenrollment and waitlist policies.	5	

Attachment: A12AA RFP 2022-2026 (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-

A. PROGRAM, SERVICE DELIVERY AND PERFORMANCE			
Question	**Evaluation Criteria**	**Points Available**	**Additional Comments**
7. Performance: Identify the type and number of service units (e.g. hours, ride) to be provided. If serving multiple counties, identify the number of service units to be provided in each county.	7. The proposed units comply with the requirements of the Program Specifications section. The quantity of service units seems reasonable and can be delivered with available resources and without compromising service quality.	10	
8. Participant Input: Describe methods of obtaining participant input. Describe how the program uses and/or follows up on client input.	8. Proposed methods to solicit consumer feedback seem effective, realistic and useful.	2	
9. Coordination: Identify formal and/or informal linkages with designated Focal Points and other community agencies and services to deliver, coordinate and/or facilitate service delivery.	9. The applicant has established or will establish working relationships and/or agreements with Focal Points and other appropriate community services. The benefits of these relationships are described.	4	
	Subtotal Points	53	

Attachment: A12AA RFP 2022-2026 (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-

B. ADMINISTRATIVE CAPACITY			
Question	**Evaluation Criteria**	**Points Available**	**Additional Comments**
1. Organization: Describe the organization's structure, mission and history. Include mission statement.	1. The applicant organization has the organizational structure to properly administer the proposed program. It is well established, has clearly stated priorities and a mission that is consistent with the stated program goals.	5	
2. Service Experience: Describe the organization's experience in providing services to the community. Specify: a) Length of time agency has provided services. b) Type of services provided. c) Approximate number of persons served annually.	2. The applicant organization demonstrates past and current experience in providing relevant community-based services to older adults.	7	
3. Staffing: Identify the staff positions in the program and provide: a) Number of staff, by position b) Job descriptions c) Any special job qualifications or certifications required for the position(s) d) Work schedules by position.	3. The applicant's staffing pattern will adequately meet the needs and fulfill the performance goals of the proposed program.	8	

Attachment: A12AA RFP 2022-2026 (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-

B. ADMINISTRATIVE CAPACITY			
Question	**Evaluation Criteria**	**Points Available**	**Additional Comments**
4. Volunteers: Indicate the volunteer staff for the proposed program and list (by job category) the: a) Numbers of volunteers by position b) Duties or job descriptions c) Work schedules d) Volunteer benefits (e.g. mileages, volunteer recognition events, etc.) If not using volunteers in the proposed program, explain why.	4. The applicant uses volunteers in the program (if appropriate) and provides training, reimbursement for out-of-pocket expenses and recognition.	5	
5. Management Information System (MIS): (a) Number of staff, by position and of FTE (full-time equivalent) (b) Quality control of data entered (what is done to assure data accuracy). (c) Data collection: What will be done to assure all required data is collected for a program?	4. The applicant's staffing pattern will adequately meet the training criteria needed for quality control of data collection and accuracy. The applicant's equipment (hardware) and budget allows for a license(s) with the WellSky (data collection) system.	10	
	Subtotal	35	

Attachment: A12AA RFP 2022-2026 (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-

C. FINANCIAL CAPACITY AND OPERATIONS			
Question	**Evaluation Criteria**	**Points Available**	**Additional Comments**
1. Available Resources: Describe the organization's ability to provide cash and/or in-kind personnel, equipment or other resources in support of the program.	1. The organization has resources sufficient to assure the successful operation of the program.	8	
2. Fiscal Record System: Identify and/or describe the applicant agency's system for maintaining fiscal records including: a) Accounting systems and software b) Fiscal staff qualifications c) Use of external bookkeepers and/or accountants.	2. The applicant demonstrates there are sound fiscal policies and procedures in place to meet applicable state and federal standards.	10	
3. Client Contributions: Describe how clients will be informed they may contribute to the cost of the service, the system to be used to collect contributions for services from the program's clients, and the procedures for accounting for contributions. Identify the program's suggested contribution amount(s).	3. The proposed program would use appropriate methods to inform clients about contributions and collect and account for any contributions received. The suggested contribution amount is appropriate.	2	
	Subtotal Points	20	

Attachment: A12AA RFP 2022-2026 (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-

Attachment A

Area 12 Agency on Aging
2022-2026 RFP PROPOSAL
CHECKLIST

Two (2) Original Proposals and five copies for each program are required of all applicants.

- □ Proposal Checklist (Attachment A)
- □ Application Information Sheets – Authorized Signatory Form (Attachment B)
- □ Application Narrative Cover Page (Attachment C)
- □ Executive Summary (Attachment D)
- □ Program Proposal (Attachment E)
- □ Service Unit Plan (Attachment F)
- □ Assurance of Compliance (CDA 17) (Attachment G)
- □ Non-Discrimination Compliance Statement (Attachment H)
- □ Drug-Free Workplace Certification (Attachment I)
- □ Certification Regarding Lobbying (Attachment J)
- □ Organizational Chart (Attachment K)
- □ Personnel Funding Chart (Attachment L)
- □ Job Descriptions (Attachment M)
- □ Agency procurement standards in purchasing goods over $10,000 (Attachment R)
- □ Evidence of insurance coverage to include General Liability, Auto Liability, Workers Compensation, Errors & Omissions, Fidelity Bond, and Business Personal Property. Evidence should be in the form of a Certificate of Liability or statement of self-insurance. If insurance is not in effect now, request a quote/binder effective 7/1/2022. A12AA is not responsible for any expense incurred. (Attachment S)
- □ Advisory Board membership list (where present) (Attachment T)
- □ Program Line Item Budget & Budget Narratives (Attachment U)
- □ Board of Directors approval of submission of application. (Attachment V)
- □ Unruh Civil Rights Law Certification (Attachment W)

Attachment: Attachment A (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026)

Each bidder must provide one copy of the following:

□ Current Roster of the Board of Directors, if non-profit (include name, address, occupation) (Attachment N)

□ Agency Bylaws (Attachment O)

□ Agency personnel policies/procedures (Attachment P)

□ Lease/Rental agreements (Attachment Q)

Additional Documentation Required by Non-profit Agencies Not Currently Funded by the Area 12 Agency on Aging: (One copy with original Proposal ONLY)

□ Non-profit Determination Letter [501(c)(3)]. (If a collaborative, from the fiscal agent.)

□ Articles of Incorporation (if a collaborative, from the fiscal agent.)

□ Most recent Bylaws (if a collaborative, from the fiscal agent.)

□ Most recent date's minutes of a meeting of the Board of Directors (if a collaborative, from the fiscal agent.)

Attachment: Attachment A (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026)

Attachment B

AREA 12 AGENCY ON AGING 2022-2026 CONTRACT
AUTHORIZED SIGNATORY FORM

PROVIDER: Mariposa County Health & Human Services Agency

ADDRESS: 5262 Lemee Lane, P.O. Box 99, Mariposa, CA 95338

The following persons have personally signed below and are authorized to sign documents as indicated:

Agreements

Board Chairperson (term through 01/03/2023)	Rosemarie Smallcombe Printed/Typed Name
Designee by Board Action	N/A Printed/Typed Name

Fiscal Reports/Budgets

Program Specialist I	Diana Ziegenfus Printed/Typed Name
Designee for Program Director/Title	N/A Printed/Typed Name

Program Reports

Program Manager	Lydia Arre Printed/Typed Name
Designee for Program Director/Title	N/A Printed/Typed Name

For emergency contact, the Board Chairperson's telephone number is 209-966--3222

And mailing address is 5100 Bullion St., P.O. Box 784, Mariposa, CA 95338

Lydia Arre
Submitted by

Date

Attachment: Attachment B (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026)

Attachment C; C-1 Cong.

AREA 12 AGENCY ON AGING
RFP 2022-2026

APPLICATION NARRATIVE – COVER PAGE

Applicant Agency: Mariposa County Health & Human Services Agency

Address: 5246 Spriggs Lane

City / State: Mariposa, CA **ZIP:** 95338

Telephone Number: (209) 966-6632 **FAX:** (209) 742-7405

Type of Agency (As defined by I.R.S. – Check only one)

_____ Private non-profit _____ Private profit-making __X__ Public agency

County/Counties to be served under this proposal: (check all that apply)

_____ Alpine County _____ Amador County

_____ Calaveras County __X__ Mariposa County

_____ Tuolumne County

Contact Person: Lydia Arre **Title:** Program Manager

Telephone: (209) 966-6632 **E-mail:** larre@mariposacounty.org

Application submitted for: Title IIIC – Nutrition

Program: C-1 Congregate Nutrition Services

Amount requested: $77,228.00

Attachment: Attachment C; C-1 Cong (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal

Attachment C; C-2 H.D.

AREA 12 AGENCY ON AGING
RFP 2022-2026

APPLICATION NARRATIVE – COVER PAGE

Applicant Agency: Mariposa County Health & Human Services Agency

Address: 5246 Spriggs Lane

City / State: Mariposa, CA **ZIP:** 95338

Telephone Number: (209) 966-6632 **FAX:** (209) 742-7405

Type of Agency (As defined by I.R.S. – Check only one)

_____ Private non-profit _____ Private profit-making __X__ Public agency

County/Counties to be served under this proposal: (check all that apply)

_____ Alpine County _____ Amador County

_____ Calaveras County __X__ Mariposa County

_____ Tuolumne County

Contact Person: Lydia Arre **Title:** Program Manager

Telephone: (209) 966-6632 **E-mail:** larre@mariposacounty.org

Application submitted for: Title IIIC – Nutrition

Program: C-2 Home Delivered Nutrition Services

Amount requested: $31,223.00

Attachment: Attachment C; C-2 H.D. (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal

Attachment: Attachment C; III-B Transp. (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal

AREA 12 AGENCY ON AGING
RFP 2022-2026

APPLICATION NARRATIVE – COVER PAGE

Applicant Agency: Mariposa County Health & Human Services Agency

Address: 5246 Spriggs Lane

City / State: Mariposa, CA **ZIP:** 95338

Telephone Number: (209) 966-6632 **FAX:** (209) 742-7405

Type of Agency (As defined by I.R.S. – Check only one)

_____ Private non-profit _____ Private profit-making __X__ Public agency

County/Counties to be served under this proposal: (check all that apply)

_____ Alpine County _____ Amador County

_____ Calaveras County __X__ Mariposa County

_____ Tuolumne County

Contact Person: Lydia Arre **Title:** Program Manager

Telephone: (209) 966-6632 **E-mail:** larre@mariposacounty.org

Application submitted for: Title IIIB – Supportive Services

Program: Transportation

Amount requested: $45,000.00

Attachment: Attachment D; Executive Summary (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for

EXECUTIVE SUMMARY

Enclosed is Mariposa County's Health & Human Services Agency, Adult & Aging Services branch, proposal for providing Title IIIB Transportation services, Title IIIC-1 Congregate Nutrition services and Title IIIC-2 Home Delivered Nutrition services in response to Area 12 Agency on Aging's Request for Proposal (RFP) for July 2022, through June 2026. The initial budget included in this proposal is for the first fiscal year, 2022-2023, only. The Mariposa County's Department of Health & Human Services Agency (HHSA) understands that Agreements with Area 12 Agency on Aging will be eligible for renewal in each of the subsequent fiscal years subject to funding availability and Mariposa County's fulfillment of contractual responsibilities.

Mariposa County is in the western foothills of the Sierra Nevada Mountains and is home to the Yosemite National Park. The county is exceptionally rural with a dispersed population encompassing approximately 1,463 square miles. The county does not contain incorporated cities or towns. However, three of its communities are recognized as census-designated areas: Bootjack, Yosemite Valley and Mariposa, with Mariposa established as the County Seat.

As of the data from the California Department of Finance Demographic Research Unit Report E-1 County Populations Statistics for 2020,[1] Mariposa County has an estimate population of 17,131. Per the California Department of Aging's demographic estimates, approximately thirty-six percent (36%) of Mariposa County residents are seniors over the age of 60, well over the statewide average, with approximately fifteen percent (15%) of the county's senior citizen population living below the federal poverty level. [2]

Mariposa County continues to see a need for nutritional and transportation services for our geriatric population. The County is projecting to provide 9,481 Units of Service for our C-1 Congregate Nutrition program, and 5,462 units for our C-2 Home Delivered Nutrition services to an estimated number of four and fifty (450) seniors in unduplicated services in the 2022-2023 fiscal year, with one daily meal being counted as one single unit of service. The Transportation program is projecting to provide 2,500 Units of Service to an estimated number of one hundred and thirty-eight (138) seniors in unduplicated services in the 2022-2023 fiscal year, with one-way transport stops being counted as one single unit of service. In continued partnership with Area 12 Agency on Aging, the Health & Human Services Agency, Adult & Aging Services branch, conforms to and promotes the Older Americans Act providing senior services to persons 60 years of age and over.

Mariposa County Health & Human Services Agency looks forward to the continuing partnership with Area 12 Agency on Aging in meeting our mission of providing services that promote independent living as safely as possible, regardless of the individual's economic station.

[1] California Department of Finance website
[2] 2021 CA Dept. of Aging Demographic Estimates

PROGRAM PROPOSAL FROM MARIPOSA COUNTY HEALTH & HUMAN SERVICES AGENCY (HHSA)

A. PROGRAM, SERVICE DELIVERY AND PERFORMANCE

1. Need Statement

As previously stated in the Executive Summary of this proposal, the data from the California Department of Finance Demographic Research Unit Report E-1, County Populations Statistics for 2020, states that Mariposa County has an estimate population of 17,131. Per the California Department of Aging's demographic estimates, approximately thirty-six percent (36%) of Mariposa County residents are seniors, 60 years of age and over, well over the statewide average. Of that percentile, approximately fifteen percent (15%) of the county's senior citizen population are living on a fixed income, below the federal poverty level.

With such a significant number of low-income seniors living in Mariposa County, it is not only fiscally responsible but ethically important to maintain an independent senior population by continuing to provide senior services, specifically the Senior Nutrition and Senior Transportation programs. The Senior Nutrition programs provide at least one third (1/3) of the recommended daily allowance (RDA) for healthy nutrition. The Senior Transportation program continues to provide services to meet the needs of a diverse and widely dispersed population. Mariposa County operates a public transit system within the Department HHSA, informally known as Mari-Go, providing dial-a-ride services to seniors and the general public, dividing the service areas into North County and South County. Mariposa County Transit also provides medical transportation services for seniors locally and to the cities of Fresno, Merced, Oakhurst, and Sonora, via ADA compliant mini vans, by reservation only, Monday through Friday.

2. Service Area 12 Agency on Aging

The County of Mariposa is located within the western foothills of the Sierra Nevada Mountains and is home to the Yosemite National Park. The county is exceptionally rural, with a dispersed population encompassing approximately 1,463 square miles. The county does not contain incorporated cities. However, three of its communities are recognized as census-designated areas: Bootjack, Yosemite Valley and Mariposa, with Mariposa established as the County Seat. Other unincorporated areas include Coulterville, Greeley Hill, Hornitos, El Portal, Midpines, Yosemite Village, Wawona, and Catheys Valley. Mariposa County Health & Human Services Agency, the Adult & Aging Services branch, proposes to service the northern and southern areas of the county.

3. Target Groups

As reported into the My Senior Center System and the WellSky software, for the State of California Department of Aging's Social Assistance Management Systems (SAMS), Mariposa County continues to see a need for transportation and nutritional services for the geriatric population, seniors aged sixty (60) years of age and older, of all socio-economic status and race.

Mariposa HHSA, Adult & Aging Services, is projecting to provide unduplicated services to four hundred and fifty (450) individual seniors with the Nutrition Programs and one hundred thirty-eight (138) individual seniors in the III-B Transportation program. Per our data entered into Wellsky's Assistance Management Systems (SAMS), sixteen percent (16%) of Mariposa County HHSA's Transportation and Nutrition program participants have identified themselves below the federal poverty level, with four percent (4%) identifying themselves as a minority.

At the beginning of the 2021-22 fiscal year, Mariposa County Health & Human Services initiated, with our Board of Supervisors' approval, a Restaurant Meal Pilot Program in Mariposa's North County, as there has been an identified gap in nutritional services since the

Attachment: Attachment E; Program Proposals (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for

closure of the previous C-1 Restaurant program approximately six years ago. HHSA is expecting to increase services in that desert service area to an additional one hundred thirty-four (134) senior participants, with HHSA's nutrition staff's support data recognizing the age percentile of seniors, 80-85 years of age that are homebound, and in need of nutritional services at thirteen-point four percent (13.4 %).

4. Marketing / Outreach

Mariposa County's Department of HHSA promotes their services by outreach and participation with many other organizational entities, such as the Alliance for Community Transformation, Mariposa Safe Families, Mariposa Commission on Aging, John C. Fremont Hospital, JCF Home Health & Hospice, and other county departments (i.e., Library, Sheriff, etc.).

Mariposa HHSA markets senior services, including nutritional and transportation programs, with monthly postings to the county website, county social media pages, and local web-based news. With Mariposa being such a small community, we rely heavily on the old fashion "word of mouth" means of marketing, as well as strategic postings of flyers and notices.

5. Operations

The Department of Health & Human Services Agency (HHSA) provides services within the Mariposa Senior Activity Center at 5246 Spriggs Lane, Mariposa, California, and the department's main building located at 5362 Lemee Lane, Mariposa, CA. Office hours are 8:00 AM to 5:00 PM at both locations. The listed services may be modified or suspended during Mariposa County declared emergencies, such as wildfires or severe weather events:

- ♦ III-B Transportation: The Department HHSA office operates as the public transportation services for the County of Mariposa. Hours of transportation operation are Monday through Friday, 8:30 AM to 4:00 PM with office hours at 8:00 AM to 5:00 PM. Transportation services are not available on County holidays.

- ♦ C-1 Congregate Nutrition services are provided at the Senior Activity Center, 5246 Spriggs Lane, Mariposa, California. The facility includes ADA accessibility. The Congregate Nutrition Service provides meal service from 12:00 to 12:45 PM. Meals are prepared on site and served five (5) days a week, Monday through Friday, except on County holidays.

- ♦ C-2 Home Delivered Nutrition services are delivered in two forms, hot and frozen meals:
    1. Hot home delivered meals are prepared on site and served five (5) days a week, Monday through Friday, except on County holidays and are delivered by volunteers and/or staff at midday for those individuals living within a three (3) mile radius of the Senior Activity Center; frozen meals are provided for weekends and holidays when requested.
    2. For those individuals that live outside the delivery radius, registered dietitian pre-approved frozen meals are provided for approximately 2-week intervals, per person, contingent upon freezer capacity. The frozen meals are delivered within a reasonable distance from the senior center to ensure the quality and integrity of the provided meals.

In the event where contracted funding allocations are depleted, Mariposa County HHSA will continue to provide all senior nutritional and transportation services within the county using agency funds without interruptions to those services as necessary. HHSA's senior services programs do not utilize priority ranking systems or waitlists for services.

It has been the history and policy of Mariposa County to continue to provide services, regardless of reaching contractual allocations of funding, to ensure services will continue to seniors in need.

Attachment: Attachment E; Program Proposals (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for

6. Client Procedures

The Mariposa HHSA's senior services staff request that all new program participants complete a program Intake Form, provided by Area 12 Agency on Aging, and given an assessment for services as required. Those senior citizens who have already completed an Intake Form in the past but have had recent changes, such as address, phone or emergency contacts, are requested to complete a new Intake with the updated information or at the beginning of every fiscal year. Program participants that have moved out of the area or that are deceased will be dis-enrolled from the programs after the close of the fiscal year.

7. Performance

Contract performance reviews shall be monitored monthly to the following programs with quarterly reports submitted to Area 12 Agency on Aging as necessary:

- III-B Transportation - The department is projecting to provide 2,500 Units of Service to an estimated number of one hundred and thirty-eight (138) seniors in unduplicated services in the 2022-2023 fiscal year, with one-way transport stops being counted as one single unit of service.
- C-1 Congregate Nutrition Services – The department is projecting to provide 9,481Units of Service to an estimated number of four hundred (400) seniors in unduplicated services in the 2022-2023 fiscal service year, with one daily meal being counted as one single unit of service. Contract performance shall be monitored monthly, with quarterly reports files as necessary.
- C-2 Home Delivered Nutrition Services - The department is projecting to provide 5,462 Units of Service to an estimated number of fifty (50) seniors in unduplicated services in the 2022-2023 fiscal year, with one daily meal being counted as one single unit of service.

8. Participant Input and Satisfaction

Consumer satisfaction is an important and valuable factor in providing and maintaining services. Therefore, program surveys are distributed to congregate, home delivered, and transportation program participants periodically to evaluate overall services, consumer needs, and their satisfaction. Within the C-1 Congregate Nutrition Program, surveys are readily available at the nutrition desk for congregate participants to evaluate overall services, consumer needs, and satisfaction. Survey results are shared with participants upon request. The C-2 Home Delivered Nutrition program surveys are distributed through the meal delivery service on an annual basis and returned via an enclosed envelop.

The County's public transportation service also is required by the Department of Transportation (DOT) & the Federal Transportation Administration (FTA) to provide annual open public forums of the Local Transportation Commission by public hearings, which evaluates the effectiveness of Mariposa County Transit's services and identifies any additional transportation needs within the County. Surveys are conducted by the department and an independent contractor as per FTA requirements and are reported in the various transportation plans for Mariposa County (i.e. Short Range Transit Plan, Regional Transportation Plan, Mariposa County Coordinated Public Transit—Human Services Transportation Plan, & Regional Transportation Improvement Plan).

9. Coordination

The Department of HHSA has developed and trained all agency staff and community partners on philosophy of providing a System of Care approach to services. HHSA utilizes coordination of services within all divisions, branches and local community partners. Upon the intake process, assessments, and reassessments, staff shall evaluate client/participant needs and ensure referrals are appropriately linked to services, including A12AA & DRAIL.

Attachment: Attachment E; Program Proposals (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for

B. ADMINISTRATIVE CAPACITY

1. Organization

The County of Mariposa is a general law county, with the governmental structure determined by the State Constitution and State General Law. The Board of Supervisors is the legislative and executive governing body of the County of Mariposa. The Department of HHSA is governed by the Mariposa County Board of Supervisors, representing five county districts. The County of Mariposa has a Board appointed director to administer and manage that department's services and resources.

Many County departments work closely with each other, the County Board of Supervisors, and A12AA in the coordination of services for older and disabled persons to maintain a maximum level of independence, personal dignity, and safety. It is the mission of Mariposa County to assist seniors with services that provide and promote independent living for as long as safely possible, regardless of their economic or racial status.

2. Service Experience

Mariposa County has been providing Senior Services, Title IIIC-1 Congregate Nutrition, Title IIIC-2 Home Delivered Nutrition and Dial-a- Ride transportation services for the general public & IIIB Transportation, for over thirty years, providing services to approximately 641 seniors and families a year.

3. Staffing

Mariposa County employs qualified personnel through a rigorous recruitment process by the County's Human Resources department. Job classifications and criteria of basic functions and responsibilities (see Attachment M) are on file for employees employed within the Department of HHSA; all kitchen staff have Food Safety certifications. The following personnel provide direct services for the proposed nutrition and transportation programs:

- Program Manager
- Program Specialist I
- Program Assistant II
- Senior Nutrition Cook/Site Supervisor
- Kitchen Assistant
- Transit System Bus Driver
- Driver

See the Mariposa County Health & Human Services Agency Organizational Chart, (Attachment K), detailing the department and the programs it maintains.

4. Management Information Systems (MIS)

The Department of HHSA has three full-time employees over-seeing the Senior Nutrition Programs: a Program Manager, Program Specialist I, and a Program Assistant II. All three are knowledgeable and skilled in processing all data, to ensure the quality of the data collected, one individual has been assigned the task of inputting all viable information into the WellSky and My Senior Center Information Systems, to ensure program consistency. However, all staff members have been cross trained to ensure program coverage.

5. Volunteers

Volunteers are an asset to many programs within Mariposa County. The Nutrition programs benefit greatly with their presence. All volunteers are required to sign the County's Waiver form regarding Workers' Compensation Insurance, pursuant to California Labor Code 3352(1) and receive a copy of the volunteer's assigned duties. Within the HHSA's Nutrition Programs, a volunteer application is also completed, with an on-site orientation and training provided by the Program Manager and the Program Specialist.

The Nutrition programs have thirteen (13) volunteers within the C-1 and C-2 Senior Nutrition programs, performing various duties such as food servers, kitchen assistance/food prep, meal delivery, and reservation tasks assigned to the nutrition desk. All volunteers have been cross

Attachment: Attachment E; Program Proposals (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for

trained to perform in these capacities. Volunteer hours vary from 10:30 AM to 1:30 PM contingent on the daily duties they are performing.

The county celebrates all volunteer service annually in April by a prepared Board of Supervisors Recognition and special acknowledgment from the HHSA agency for our agency program volunteers.

6. Board of Directors

Not Applicable. Mariposa Health & Human Services is a government entity, under the governance of an elected Board of Supervisors.

C. FINANCIAL CAPACITY AND OPERATIONS

1. Available Resources

Mariposa County is a government entity and utilizes state realignment funds provided through the County's budgeting process and contributions received from program participants.

2. Fiscal Record System

Mariposa County receives revenue and expenditures from many various sources (federal, state, and local) for each department and department programs it maintains. Each program has a specific identifying key code, issued by the Mariposa County Auditor's Office, which is used in posting deposits. The identifying code is linked, via the County's ERP Oracle computer accounting software, to a line-item in the Mariposa County's Fund Ledger for that program's budget.

3. Budget and Budget Narrative:

See Attachment U for each of the programs' budgets and narratives.

4. Client Contributions

Senior Nutrition Program participants are notified at Intake and/or information inquiry of the requested monetary contributions of $4.00 per meal. It is clearly communicated that this is not a requirement to receive services, as there is an isolated, anonymous donation box located in the dining room away from the Nutrition Desk where individuals sign in on the daily senior meal list or complete a new Intake form. Transportation Program participants are notified at Intake and/or transportation information inquiry of the requested monetary contributions depending on location of service origin to destination. Again, it is communicated that a contribution is voluntary and not a requirement to receive services.

Contributions received are counted double custody within the Senior Center office, with the door secured; when the counting has been completed, the original documentation/page is then initialed by both parties, posted to a specific program in the Daily Collections book and in a program specific County receipt book—both entries must match. The codes for account programs are located at the top of each column in the collections book ensuring proper disbursement of revenue to the correct departmental account. The Auditor's Office will issue additional budgetary program accounts for revenue and expenditure line-items as necessary.

D. ORGANIZATION CHARTS

1. Organizational Chart: See Attachment K

2. Personnel Funding Chart: See Attachment L

Attachment: Attachment E; Program Proposals (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for

Attachment F

SERVICE UNIT PLAN

Program Name/ Unit Type	Proposed Number of Units to be Served	County Serving
IIIB – Transportation	2,500	Mariposa
III C1 – Congregate Meals	9481	Mariposa
III C2 Home Delivered Meals	5462	Mariposa

Attachment: Attachment F (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026)

ATTACHMENT G

ASSURANCES
STD 17 (Rev. 11-93)

ASSURANCES OF COMPLIANCE WITH THE DEPARTMENT OF HEALTH AND HUMAN SERVICES (HHS) REGULATIONS UNDER TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

Mariposa County Health & Human Services Agency (hereinafter called the Service Provider) HEREBY AGREES THAT it will comply with the title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by, or pursuant to the Regulation of HHS (45 CFR Part 80) issued pursuant to that title, to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40), or gender, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Service Provider receives federal financial assistance from the Area 12 Agency on Aging (A12AA) and HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

If any real property or structure thereon is provided or improved with the aid of federal financial assistance extended to the Service Provider, or in the case of any such property, any transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits, this assurance shall obligate the Service Provider. If any personal property is so provided, this assurance shall obligate the Service Provider for the period during which it retains ownership or possession of the property. In all other cases, this assurance shall obligate the Service Provider for the period during which the federal financial assistance is extended to it by A12AA.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts, property, discounts or other federal financial assistance extended after the date hereof to the Service Provider by A12AA, including installment payments after such date on account of applications for federal financial assistance which were approved before such date. The Service Provider recognizes and agrees that such federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Service Provider, its successors, and transferees, and the person whose signature appears below is authorized to sign this assurance on behalf of the Service Provider.

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	Federal ID Number
Mariposa County Health & Human Services Agency	94-6000880
By (Authorized Signature)	
Printed Name and Title of Person Signing: Rosemarie Smallcombe, Board of Supervisors, District I, Chair	
Date Executed	Executed in the County of: Mariposa

Attachment: Attachment G (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026)

ATTACHMENT H

STATEMENT OF COMPLIANCE

STD 19 (12/93)

Mariposa County Health & Human Services Agency

SERVICE PROVIDER

The SERVICE PROVIDER named above (hereinafter referred to as “prospective contractor”) hereby certifies, unless specifically exempted, compliance with Government Code Section 12990 and California Administrative Code, Title 2, Division 4, Chapter 5 in matters relating to development, implementation, and maintenance of a nondiscrimination program. Prospective contractor agrees not to unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition (cancer related), marital status, sex, sexual orientation (or perceived sexual orientation), or age (over 40).

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	Federal ID Number
Mariposa County Health & Human Services Agency	94-6000880
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Rosemarie Smallcombe, Board of Supervisor District I, Chair	
Date Executed	Executed in the County of:
	Mariposa

Attachment: Attachment H (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026)

ATTACHMENT I

DRUG-FREE WORKPLACE CERTIFICATION

STD 21 (12/93)

The SERVICE PROVIDER (hereinafter referred to as the “prospective contractor”) named above hereby certificate compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The above named SERVICE PROVIDER will:

(1) 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 as required by Government Code Section 8355(a).

(2) Establish a Drug-Free Awareness Program to inform employees about:

1) the dangers of drug abuse in the workplace;
2) the person or organization's policy of maintaining a drug-free workplace;
3) any available counseling, rehabilitation and employee assistance programs; and,
4) penalties that may be imposed upon employees for drug abuse violations.

(3) Every employee who works on the proposed Agreement will:

1) receive a copy of the company's drug-free workplace policy statement; and
2) agree to abide by the terms of the organization'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. (Gov. Code §8350 et seq.)

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	Federal ID Number
Mariposa County Health & Human Services Agency	94-6000880
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Rosemarie Smallcombe, Board of Supervisors District I, Chair	
Date Executed	Executed in the County of:
	Mariposa

Attachment: Attachment I (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026)

ATTACHMENT J

LOBBYING
STD 217 (12/93)

CERTIFICATION REGARDING LOBBYING
CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certified, to the best of his/her knowledge and belief, that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or any employee of a member of Congress connected with the awarding of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or any employee of a Member of congress connected with the awarding of any federal loan, the entering into of any federal contract, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Reporting Lobbying," in accordance with its instructions.

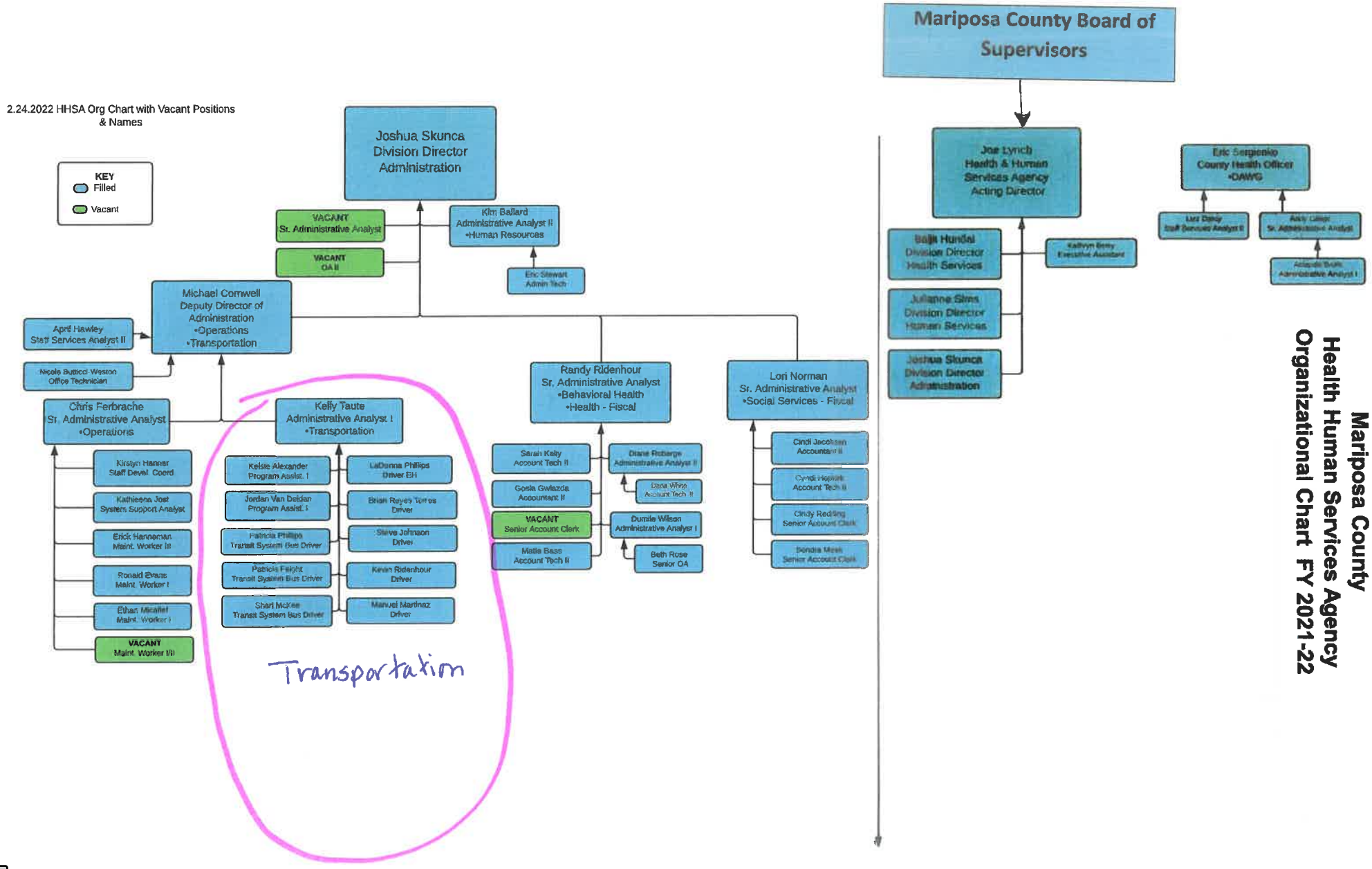
(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	Federal ID Number
Mariposa County Health & Human Services Agency	94-6000880
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Rosemarie Smallcombe, Board of Supervisors District I, Chair	
Date Executed	Executed in the County of:
	Mariposa

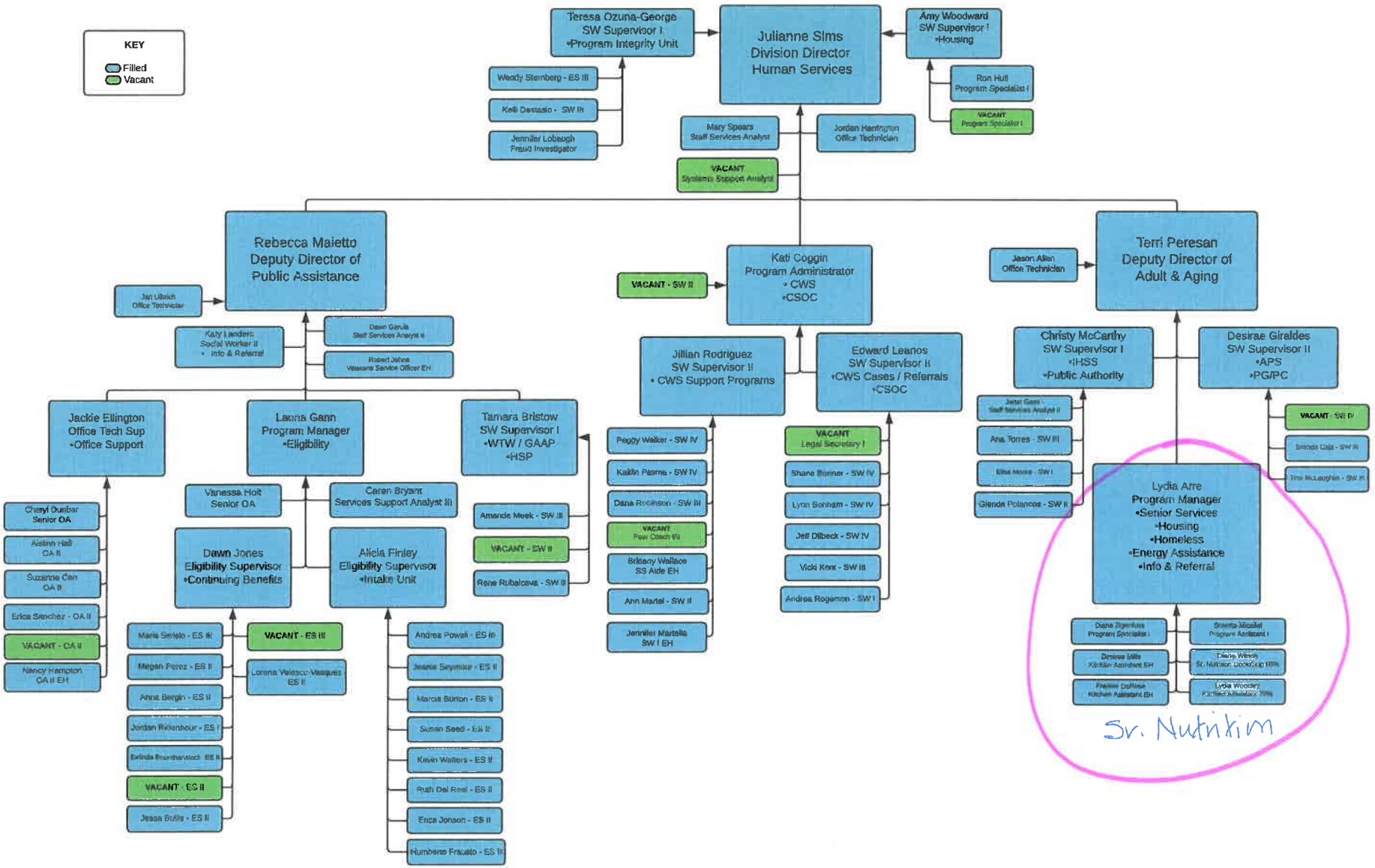
Attachment: Attachment J (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026)

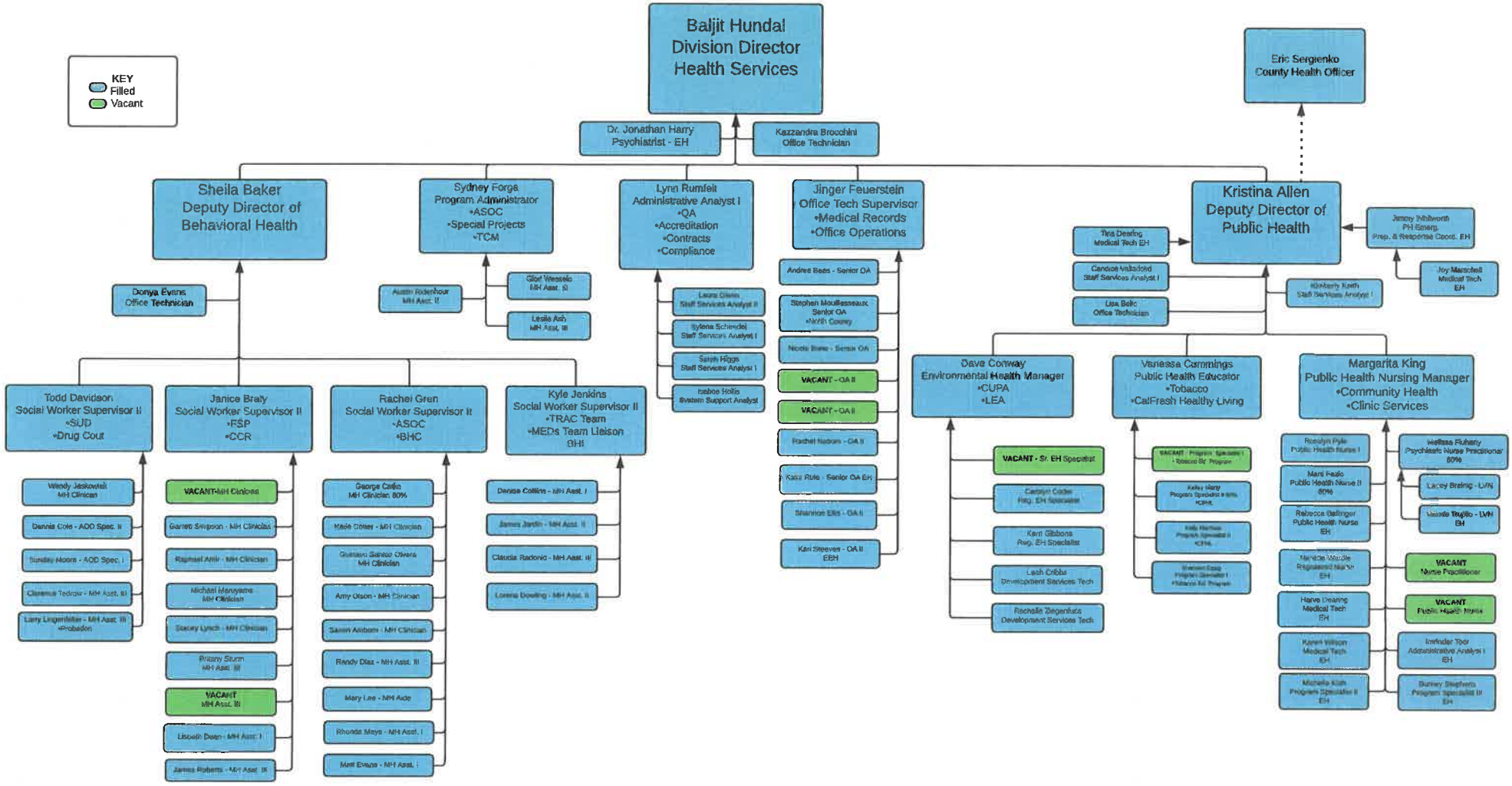


Mariposa County
Health Human Services Agency
Organizational Chart FY 2021-22

Attac

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KEY
Filled
Vacant
Julianne Sims
Division Director
Human Services
Teresa Ozuna-George
SW Supervisor I
•Program Integrity Unit
Wendy Sternberg - ES III
Kelli Destasio - SW III
Jennifer Lobaugh
Fraud Investigator
Amy Woodward
SW Supervisor I
•Housing
Ron Hull
Program Specialist I
VACANT
Program Specialist I
Mary Spears
Staff Services Analyst
Jordan Harrington
Office Technician
VACANT
Systems Support Analyst
Rebecca Maietto
Deputy Director of
Public Assistance
Jan Ulbrich
Office Technician
Katy Landers
Social Worker II
• Info & Referral
Dawn Garula
Staff Services Analyst II
Robert Johns
Veterans Service Officer EH
Jackie Ellington
Office Tech Sup
•Office Support
Cheryl Dunbar
Senior OA
Alstinn Hall
OA II
Suzanne Cen
OA II
Erica Sanchez - OA II
VACANT - OA II
Nancy Hampton
OA II EH
Launa Gann
Program Manager
•Eligibility
Vanessa Holt
Senior OA
Caren Bryant
Services Support Analyst III
Dawn Jones
Eligibility Supervisor
•Continuing Benefits
Alicia Finley
Eligibility Supervisor
•Intake Unit
Maria Servelo - ES III
Megan Perez - ES II
Anna Bergin - ES II
Jordan Rickenbaur - ES I
Belinda Brandhandeck ES II
VACANT - ES II
Jesse Bullis - ES II
VACANT - ES III
Lorena Velasco-Vasquez
ES II
Andrea Powell - ES III
Jessica Seymour - ES II
Marcia Burton - ES II
Susan Seed - ES II
Kevin Walters - ES II
Ruth Del Real - ES II
Erica Jonson - ES II
Humberto Frausto - ES II
Tamara Bristow
SW Supervisor I
•WTW / GAAP
•HSP
Amanda Meek - SW III
VACANT - SW II
Rene Rubalcava - SW II
Kati Coggin
Program Administrator
• CWS
•CSOC
VACANT - SW II
Jillian Rodriguez
SW Supervisor II
• CWS Support Programs
Peggy Walker - SW IV
Kaitlin Pasma - SW IV
Dana Robinson - SW III
VACANT
Peer Coach I/II
Brittany Wallace
SS Aide EH
Ann Martel - SW II
Jennifer Martella
SW I EH
Edward Leanos
SW Supervisor II
•CWS Cases / Referrals
•CSOC
VACANT
Legal Secretary I
Shane Bonner - SW IV
Lynn Bonham - SW IV
Jeff Dilbeck - SW IV
Vicki Kerr - SW III
Andrea Rogerson - SW I
Jason Allen
Office Technician
Terri Peresan
Deputy Director of
Adult & Aging
Christy McCarthy
SW Supervisor I
•IHSS
•Public Authority
Janet Gass
Staff Services Analyst II
Ana Torres - SW III
Elise Moore - SW I
Glenda Polanco - SW II
Desirae Giraldes
SW Supervisor II
•APS
•PG/PC
VACANT - SW IV
Brenda Caja - SW III
Tina McLaughlin - SW III
Lydia Arre
Program Manager
•Senior Services
•Housing
•Homeless
•Energy Assistance
•Info & Referral
Diane Figueroa
Program Specialist I
Desirae Mills
Kitchen Assistant EH
Frances Dalfiore
Kitchen Assistant EH
Shanita Micallef
Program Assistant I
Diane Woods
Sr. Nutrition Cook/Supervisor 80%
Lydia Woodley
Nutrition Assistant 70%
Sr. Nutrikim


KEY
Filled
Vacant
Baljit Hundal
Division Director
Health Services
Eric Sergienko
County Health Officer
Dr. Jonathan Harry
Psychiatrist - EH
Kazzandra Brocchini
Office Technician
Sheila Baker
Deputy Director of
Behavioral Health
Sydney Forga
Program Administrator
•ASOC
•Special Projects
•TCM
Lynn Rumfelt
Administrative Analyst I
•QA
•Accreditation
•Contracts
•Compliance
Jinger Feuerstein
Office Tech Supervisor
•Medical Records
•Office Operations
Kristina Allen
Deputy Director of
Public Health
Donya Evans
Office Technician
Austin Rodenhour
MH Asst. II
Glori Wessels
MH Asst. III
Leslie Ash
MH Asst. III
Laura Olsen
Staff Services Analyst II
Sylena Schwede
Staff Services Analyst I
Sarah Higgs
Staff Services Analyst I
Isabel Hollis
System Support Analyst
Andrea Bees - Senior OA
Stephen Mouillesseaux
Senior OA
•North County
Nicole Bates - Senior OA
VACANT - OA II
VACANT - OA II
Rachel Nadeau - OA II
Kasz Rios - Senior OA EH
Shannon Ellis - OA II
Keri Steeves - OA II
EEH
Tina Dearing
Medical Tech EH
Candice Valladolid
Staff Services Analyst I
Lisa Belic
Office Technician
Kimberly Keith
Staff Services Analyst I
Jenny Whitworth
PH Emerg.
Prep. & Response Coord. EH
Joy Marschell
Medical Tech
EH
Todd Davidson
Social Worker Supervisor II
•SUD
•Drug Court
Janice Braly
Social Worker Supervisor II
•FSP
•CCR
Rachel Gren
Social Worker Supervisor II
•ASOC
•BHC
Kyle Jenkins
Social Worker Supervisor II
•TRAC Team
•MEDs Team Liaison
BHI
Dave Conway
Environmental Health Manager
•CUPA
•LEA
Vanessa Cummings
Public Health Educator
•Tobacco
•CalFresh Healthy Living
Margarita King
Public Health Nursing Manager
•Community Health
•Clinic Services
Wendy Jaskowiak
MH Clinician
Dennis Cole - AOD Spec. II
Sunday Moore - AOD Spec. I
Clarence Tedrow - MH Asst. III
Larry Lingenfelter - MH Asst. III
•Probation
VACANT-MH Clinicians
Garrett Simpson - MH Clinician
Raphael Amir - MH Clinician
Michael Maruyama
MH Clinician
Stacey Lynch - MH Clinician
Britany Sturm
MH Asst. III
VACANT
MH Asst. III
Lisbeth Dean - MH Asst. I
James Roberts - MH Asst. III
George Catlin
MH Clinician 80%
Kade Otter - MH Clinician
Gustavo Sainz Olvera
MH Clinician
Amy Olson - MH Clinician
Saren Ahlborn - MH Clinician
Randy Diaz - MH Asst. III
Mary Lee - MH Aide
Rhonda Mays - MH Asst. I
Matt Evans - MH Asst. I
Denise Collins - MH Asst. I
James Jardin - MH Asst. II
Claudia Radonic - MH Asst. III
Lorena Dowling - MH Asst. II
VACANT - Sr. EH Specialist
Carolyn Coder
Reg. EH Specialist
Kent Gibbons
Reg. EH Specialist
Leah Cribbs
Development Services Tech
Rachelle Zegenhuss
Development Services Tech
VACANT - Program Specialist I
- Tobacco Ed. Program
Kelley Nary
Program Specialist II
•CPHE
Kelly Harlow
Program Specialist II
•CPHE
Vacant Easy
Program Specialist I
•Tobacco Ed. Program
Rosslyn Pyle
Public Health Nurse I
Mani Faalo
Public Health Nurse II
80%
Rebecca Ballinger
Public Health Nurse
EH
Nanette Mundle
Registered Nurse
EH
Harve Dearing
Medical Tech
EH
Karen Wilson
Medical Tech
EH
Michelle Kish
Program Specialist II
EH
Melissa Fuhrer
Psychiatric Nurse Practitioner
80%
Lacey Breitag - LVN
Wanda Trujillo - LVN
EH
VACANT
Nurse Practitioner
VACANT
Public Health Nurse
Ivelinder Toor
Administrative Analyst I
EH
Bunney Stephens
Program Specialist III
EH

Attachment L

Proposed Personnel Funding Chart

Title	C-1 Congregate Meals Program	C-2 Home Del. Meals Program	IIIB-Transportation	Other Services	Total FTE
Program Manager	32.5%	17.5%	5.0%	45%	100%
Program Specialist I	45.03%	30.03%	19.91%	10.03%	100%
Program Assistant II	45.00%	34.0%	10.0%	11.0%	100%
Cook/Site Supervisor	67.92%	32.08%	0	0	100%
Kitchen Assistant	67.92%	32.08%	0	0	100%
Kitchen Assistant/Ex-Help	67.92%	32.08%	0	0	100%
Transit System Bus Driver	0	0	50%	50%	100%
Driver	0	0	50%	50%	100%

Attachment: Attachment L (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026)

MERIT SYSTEM SERVICES

Date Established: 01/22/76
Date Revised: 01/07/03

PROGRAM MANAGER

PROGRAM MANAGER I (Merit System Services' Title)

CLASSIFICATION DEFINITION

Under direction, the Program Manager I plans, organizes, and directs employment, eligibility, and/or social services units or programs in a local public social services department or agency. Some positions may have additional responsibility for administrative services units.

A Program Manager I differs from the Program Manager II in that the latter typically has responsibility for the total eligibility, total employment or total social services program in a department where the organizational structure requires two or more subordinate levels of supervision. A Program Manager I serves in a second level managerial capacity to provide management and supervision of various units and/or programs.

SUPERVISION EXERCISED AND RECEIVED

Incumbents in the Program Manager I classification receive supervision from a deputy director, director, or other higher-level management. The Program Manager I provides direct supervision to program supervisors in the assigned program areas, and other staff as assigned.

TYPICAL DUTIES

Duties may include, but are not limited to, the following:

- Manages and administers assigned units and/or programs.
- Selects, trains, evaluates and disciplines subordinate staff.
- Serves as a resource for interpretation of Federal and State laws affecting the assigned program.
- Assists in the development of policies and procedures; reviews and assures proper procedures are in place and followed.
- Performs analysis and prepares detailed written reports of findings pertaining to the quality and efficiency of services provided within the assigned program.
- Maintains current awareness of changes in laws and regulations and keeps subordinate staff informed.
- Provides professional and technical consultation on complex program matters.
- Assists and participates in the development of in-service training and staff development programs.
- Assists in preparation of budget information related to assigned programs.

Attachment: Attachment M (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026)

- Represents the department at community organizations, public gatherings and meetings.
- Enters and retrieves information from an automated computer system
- Performs other duties as assigned.

EMPLOYMENT STANDARDS

Knowledge of:

- Employment, eligibility, social services, and other public social services programs.
- Principles and practices of supervision and management, employee development and public relations.
- Public funding and budget preparation.
- Community needs and resources.

Ability to:

- Plan, organize, and direct the work of others.
- Interpret rules and regulations.
- Analyze situations accurately and adopt an effective course of action.
- Speak and write effectively.
- Enlist the cooperation of and work effectively with community organizations, government agencies and others.
- Work effectively with county board of supervisors.
- Establish goals and objectives.

MINIMUM QUALIFICATIONS (Education and/or Experience)

EITHER

One (1) year of experience performing duties comparable to a Social Worker Supervisor I or II, Eligibility Supervisor, Employment & Training Worker Supervisor or Staff Services Manager I or II;

OR

A graduate degree in public administration or business administration or a Master's Degree in Social Work or a master's degree from a two year counseling program **AND** One (1) year of experience in employment, eligibility, or social service work in a public social service agency.

Attachment: Attachment M (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026)

DRIVER LICENSE REQUIREMENT:
Possession of a valid California driver's License. Employees who drive on County business to carry out job-related duties must possess a valid California driver's license for the class of vehicle driven and meet automobile insurability requirements of the County. Eligibility for employment for those who do not meet this requirement due to disability will be reviewed on a case-by-case basis by the appointing authority. 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.

Adopted: 7/05 (B/S 05-363)
Revision Date: 02/06(B/S Res. 06-73)

Attachment: Attachment M (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026)

County of Mariposa

PROGRAM SPECIALIST I/II/III

DEFINITION

The Program Specialist is a technical specialist level series in the Health and Human Services Agency (Agency) receiving immediate supervision from professional staff members as assigned. Incumbents perform complex, technical and specialized program support duties that require use of judgement and initiative and ability to act independently. Positions require specialized knowledge and skills that are not learned in a short period of time and are a higher level than those required of a journey level clerical/administrative support worker.

DISTINGUISHING CHARACTERISTICS

The Program Specialist is a flexibly staffed class series. Positions allocated at the I/II levels are typically filled at the I level. Advancement from the I to the II level is at the discretion of the appointing authority provided the following criteria are met: 1) the minimum qualifications and time-in grade requirements, 2) demonstration of the ability to independently perform the full scope of the assigned duties.

Advancement from the II level to the III is flexible; however, only a limited number of positions are allocated to the III level since these positions are responsible for the most difficult and complex programmatic analysis of Agency-wide policy procedure review; may lead a number of subordinate staff or oversee project groups

Program Specialist I

This is the entry level class in the Program Specialist series. Incumbents in this level usually perform most of the duties required of the position of the Program Specialist II level, but are not expected to function with the same amount of program knowledge or skill level. This class is distinguished from the higher levels in the series by the performance of the more routine tasks and duties assigned to positions within the series. Incumbents at this level are not expected to perform with the same independence or direction and judgment on matters allocated to the journey level. Incumbents work under immediate supervision while learning job tasks.

Program Specialist II

This is the experienced, journey level class in the Program Specialist series. This level is distinguished from the Program Specialist I by the assignment of the full range of duties. Incumbents at this level are expected to work independently and to only receive occasional instruction as new or unusual situations arise. Incumbents are fully aware of the operating procedures and policies depending upon the specialty area in which assigned. This class is distinguished from the next higher class of Program Specialist III in that the latter performs the most difficult, complex, or sensitive program activities which require a higher level of skill and knowledge.

Program Specialist III

This is the advanced journey and highly specialized class in the Program Specialist series. This level is responsible for performing the most difficult, complex, and specialized duties for the

Attachment: Attachment M (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026)

preponderance of the time. Incumbents at this level are highly experienced and capable of handling the most difficult situations across one or more of the programs in which assigned. This class is distinguished from the Program Manager in that the latter typically has responsibility for supervision of subordinates and oversight of programs.

SUPERVISION RECEIVED AND EXERCISED

Receives general supervision from assigned higher level staff member.

Program Specialist I/II exercises no direct supervision.

Program Specialist III may provide lead direction over staff assigned.

EXAMPLES OF ESSENTIAL FUNCTIONS

Depending upon assignment, duties may include, but are not limited to, the following:

Program Specialist I/II:
Provide information, referrals and basic case management services to clients for programs within the guidelines of the program.

Perform specialized technical program support which requires knowledge of detailed activities related to the assigned area of specialty.

Determine program eligibility for community members for a variety of Health or Human Service related programs.

Plan and implement programs throughout the Agency.

Update policies and procedures to meet new program mandates and regulations.

Market programs to the community including creating marketing flyers, posts to the website, social media sites and writing media releases.

Independently provide a variety of older adult services such as meals, transportation and other social services programs for various targeted groups.

Perform specialized clerical duties in support of the operations and activities of assigned area.

Develop educational and awareness programs to meet the needs of the community and in accordance with funding guidelines.

Performs public outreach and education by coordinating and implementing community awareness programs through education and promotion of program services.

Attachment: Attachment M (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026)

Provide assistance with fiscal operations of the Agency, including but not limited to collecting and recording various fees, fines or other monies, preparing deposits, assisting with budget preparation and monitoring and preparing financial reports as required.

Assists with the preparation of grant proposals and management of grant obligations.

Tabulate program data and complete reports for management, funders and regulatory authorities.

Represent the Agency at community organizations, public gatherings and meetings.

Answer telephones and greet visitors; provide information and referrals.

Receive and process customer requests for services and log/track activities.

Communicate and coordinate with other County personnel to access other resources as needed.

Perform related duties as assigned.

Program Specialist III: (in addition the above)
Handle the most complex and difficult assignments in areas of assigned specialty requiring the highest degree of skill.

Participate in the development and implementation of assigned program's mission, goals, and objectives; establish operational processes and procedures to effectively meet the program's goals and the client's needs.

Review and evaluate operations and activities of assigned area; recommend improvements and modifications as necessary; maintain a variety of records and documentation and prepare reports on program operations and activities periodically and upon request.

Manage volunteers, including volunteer screening, training and records maintenance.

Lead worker over subordinate staff.

EMPLOYMENT STANDARDS

Knowledge of:

Program Specialist I/II:
Pertinent federal, state, and local rules, regulations and laws.

Modern office procedures, methods and applicable computer hardware/software.

Principles and practices of research, analysis and management.

Community resources, organizations, and population demographics.

Attachment: Attachment M (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026)

Correct English usage, including grammar, punctuation and spelling.

Basic business mathematics.

Use of automated information systems.

General knowledge of reviewing scope of work documents.

Program Specialist III: (in addition to the above)
Principles and practices of designated professional discipline with specific knowledge and expertise of assigned program areas.

Advanced research and report preparation techniques and methods.

Budgeting procedures and techniques.

Lead, train and evaluate assigned personnel.

Ability to:
Program Specialist I/II
Work independently under general guidelines, take initiative and make decisions as required.

Assemble, organize and present in written or oral form, administrative, financial, factual, and other information derived from a variety of sources.

Conduct outreach and education programs.

Maintain confidentiality standards.

Analyze problems accurately and develop an effective course of action.

Interpret and apply County policies, procedures, rules and regulations.

Communicate clearly and concisely, both orally and in writing.

Work with various cultural and ethnic groups in a respectful and effective manner.

Establish and maintain effective working relationships with those contacted in the course of work.

Recognize and respect authority and responsibility limits.

Attachment: Attachment M (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026)

Program Specialist III: (in addition to the above)
Manage advanced and complex projects related to the development and implementation of new policies and procedures.

Provide professional and technical assistance on complex program issues.

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 object, 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:

Program Specialist I
One year of experience performing duties equivalent to a Program Assistant II for Mariposa County. Social, health or human services program experience is highly desirable.

Program Specialist II
EITHER: Two years of full-time experience as Program Specialist I with Mariposa County **OR** three years of experience in a private or public agency providing services within the field of social, health or human services.

Program Specialist III
EITHER: Two years of full-time experience as a Program Specialist II with Mariposa County **OR** four years of experience in a private or public agency providing services within the field of social, health or human services.

Education:

Program Specialist I, II, and III
An Associate's degree or completion of equivalent credit units from an accredited college or university is required preferably in behavioral science, business administration, social work, humanities, public administration, social science, career counseling, vocational development or a related field.

Attachment: Attachment M (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026)

Substitution:
Program Specialist I
A Bachelor's degree from an accredited college or university preferably in the above fields of study may be substituted for the one year of experience and Associate's degree.

Program Specialist I, II, and III
Additional qualifying experience may be substituted for the Associate's degree on a year-for-year basis.

Additional Requirements:
Possession of a valid California driver's license. Under certain circumstance, 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 month by signing an acknowledgement form.

Must have the ability to pass the California State Department of Justice fingerprinting clearance.

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: 9/19 (B/S 19-521)

Attachment: Attachment M (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026)

County of Mariposa

PROGRAM ASSISTANT I/II

DEFINITION

Under supervision, the Program Assistant I/II performs responsible project and program work at the clerical/administrative support level which includes interpreting and applying department and division policy and procedures and performing related work as assigned. May provide lead direction to other staff and/or direction to volunteers.

DISTINGUISHING CHARACTERISTICS

This is a clerical/administrative support classification that provides support to specific programs and projects as assigned. This classification differs from the Office Assistant class series in that the latter has a larger focus on administrative support duties whereas the Program Assistant I/II's main emphasis is on specific program support duties. The difference is on the preponderance of responsibility areas. If a position provides mostly general office and administrative support duties, then the Office Assistant class series is the proper class allocation, even if the position handles some program support duties. On the other hand, if the preponderance of the duties is related to support of specific programs with some general office/administrative support duties, then the proper classification is Program Assistant I/II.

The Program Assistant I/II is a flexibly-staffed class series. Positions allocated to the I/II level are normally filled at the I level. Advancement from the I to the II level is at the discretion of the appointing authority, provided that the incumbent meets the minimum qualifications and demonstrates the ability to independently perform the full scope of the assigned duties.

Incumbents in the Program Assistant I level usually perform most of the duties required of the position at the Program Assistant II level, but are not expected to function with the same amount of program knowledge or skill level. Assignments are limited in scope and are performed within a framework of established procedures.

The Program Assistant II is the journey level classification in the Program Assistant series. Incumbents are expected to complete assignments with minimal supervision and are given increased responsibility and latitude of judgment to complete assignments. The Program Assistant II works with greater independence of action. This class exercises lead direction over other staff.

The Program Assistant II differs from the Program Assistant I in that the latter classification is the entry level and incumbents receive close supervision.

SUPERVISION RECEIVED AND EXERCISED

Receives direction from a department head, management staff, or assigned supervisory staff.

Depending on assignment, may exercise lead direction over other staff as assigned.

Attachment: Attachment M (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026)

EXAMPLES OF ESSENTIAL FUNCTIONS

Depending upon assignment, duties may include, but are not limited to, the following:

Assists staff and management in coordinating programs, including identifying program needs, setting priorities, suggesting methods, and evaluating existing programs.

Assists in planning and implementing programs and plan of work.

Assists in marketing programs including creating marketing flyers, posts to web site, social media sites, and writing media releases.

Provides a variety of older adult services such as meal, transportation, and other social services programs for other targeted groups.

Performs the more specialized and moderately complex clerical duties in support of the operations and activities of assigned office.

Performs public outreach by coordinating and implementing community awareness programs through education and promotion of program services.

Provides assistance with fiscal operations of the division/department, including but not limited to collecting and recording various fees, fines or other monies, preparing deposits, assisting with budget preparation and monitoring, and preparing financial reports as required.

Supports staff with program support including entering data for reporting purposes.

Assists with handling volunteers, including volunteer screening, training, and records maintenance.

Assists with coordinating various programs and events.

Answers telephone and greets office visitors, providing information, distributing reference education bulletins, directing/transferring calls to appropriate department or individual, and taking messages in the absence of staff.

Receives and processes customer requests for service and logs/tracks activities.

Communicates with other County personnel and other resources as requested.

Performs related duties as assigned.

Attachment: Attachment M (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026)

EMPLOYMENT STANDARDS

***Note**: The level and scope of the knowledge, skills, and abilities listed in this section are related to the job duties as defined under Distinguishing Characteristics.*

Knowledge of:
Pertinent federal, state, and local laws, codes, ordinances, and regulations.

Basic principles, methods, and practices of administration and accounting/fiscal processing.

Modern office practices and technology including recordkeeping and filing systems, receptionist/telephone techniques, customer service standards and protocols, business correspondence writing, and the use of computer and common software packages.

Methods of preparing and processing various records, reports, forms, and other documents related to assigned department/program.

Basic accounting and bookkeeping principles and practices.

Basic principles and procedures of project/program management.

Basic public relations, media relations, and mass communication skills.

Community resources, organizations, and population demographics.

Basic research and report preparation techniques and methods.

English usage, spelling, grammar and punctuation.

Safe work practices.

Ability to:
Communicate effectively and tactfully, both orally and in writing.

Provide varied, complex and often confidential office administrative support to assigned managerial staff.

Assist in the coordination of specific programs and/or projects as assigned.

Interpret and make routine decisions in accordance with appropriate regulations and policies.

Exercise initiative and independent judgement within established guidelines.

Understand and carry out a variety of complex directions in an independent manner.

Attachment: Attachment M (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026)

Perform accounting functions accurately and within established County and industry standards.

Research and compile a variety of general and specialized data and prepare effective and complete required program reports.

Maintain a variety of files and recordkeeping systems.

Organize work, set priorities, and meet critical deadlines.

Facilitate meetings and coordinate public events.

Coordinate and oversee the work of volunteers.

Establish and maintain effective work relationships with those contacted in the course of the work.

TYPICAL WORKING CONDITIONS

Depending upon assignment, work may be performed in a normal office environment. Some assignments may require field work where the incumbent drives on surface streets and highways and may be exposed to traffic and construction hazards, fire hazards, adverse weather conditions, temperature and noise extremes, wetness, fumes, dust, and vibration.

TYPICAL PHYSICAL REQUIREMENTS

Requires the mobility to work in an office and field environment. 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 and/or field work; lift and/or move light weights; use hands to finger, handle or feel objects, tools or controls. Must be able to maintain effective audiovisual 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:

Program Assistant I

Three years of increasingly responsible clerical/administrative support experience, or two years as an Office Assistant II in Mariposa County. Social, health, or human services program experience is highly desirable.

Program Assistant II

One year as a Program Assistant I or three years in a private or public agency providing services in the implementation of programs.

Attachment: Attachment M (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026)

Education:
High school diploma or GED equivalent, preferably including classes in office or program management, bookkeeping/accounting, and related subjects.

ADDITIONAL REQUIREMENTS:
Possession of a valid California driver's license. Under certain circumstances, the Human Resources Director may accept a valid driver's license from another State if applicant acknowledges his/her intent to acquire a California driver's license within three months by signing an acknowledgement form.

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: 01/16 (B/S Res. 16-21)
Revised: 09/16 (B/S Res. 16-487)

Attachment: Attachment M (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026)

County of Mariposa

SENIOR NUTRITION COOK / SITE SUPERVISOR

DEFINITION

To prepare daily congregate and home-delivered meals for senior citizens; to procure and store foods and supplies according to policies and regulations; to coordinate and supervise the work of kitchen employees and volunteers; to maintain related records and prepare required reports; and to perform related duties and responsibilities as required.

SUPERVISION RECEIVED AND EXERCISED

Receives general supervision from the Community Services Director.

Exercises general supervision over the Kitchen Assistant and volunteers.

EXAMPLES OF ESSENTIAL FUNCTIONS

Coordinates and supervises daily meal preparation, service and delivery to senior citizens.

Trains, supervises and reviews the work of kitchen employees and volunteers; provides advice and assistance as needed.

Estimates quantities of food and supplies required for daily and weekly use; adjusts food orders and menus to accommodate allocated budget; orders raw foods and supplies from vendors; maintains accurate inventory of foods and supplies.

Prepares nutritious meals to be served to seniors at the congregate meal site.

Prepares and packages meals for home delivery to seniors, and ensures meals are delivered in a timely manner.

Ensures all menu changes meet established requirements.

Monitors and ensures that all food safety handling procedures are followed by staff and volunteers.

Monitors and maintains logs for freezer and refrigerator temperatures.

Supervises and participates in cleaning and sanitizing kitchen facilities and equipment and in washing dishes.

Prepares and submits records and reports as required.

EMPLOYMENT STANDARDS

Knowledge of:

Basic nutritional needs.

Attachment: Attachment M (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026)

Procedures, methods, techniques and equipment used in large-quantity food preparation and service.

Principles of sanitation, health and safety practices.

Principles and procedures of record keeping.

Basic principles of supervision and training.

Basic arithmetic.

Safe work practices used in food preparation and service.

Ability to:
Plan, organize and supervise the preparation of large amounts of food.

Train and supervise kitchen employees and volunteers.

Ensure an adequate supply of foods and supplies to meet daily demand.

Safely operate kitchen equipment.

Maintain accurate and complete records.

Establish and maintain cooperative working relationships with those contacted in the course of work.

Communicate clearly and concisely, both orally and in writing.

TYPICAL WORKING CONDITIONS

Work is performed in a food service environment. Incumbent may be exposed to fire hazards, electrical currents, temperature and noise extremes, fumes, microwaves, chemicals, skin irritants, hands in water, sharp kitchen tools and utensils, bacteria.

TYPICAL PHYSICAL REQUIREMENTS

Requires the mobility to work in a food service environment. Requires the ability to sit at desk for short periods of time and almost constantly walk, stand, stoop, kneel, crouch, and reach while performing kitchen work; lift and/or move objects and materials of up to 40 pounds in weight; perform simple grasping and fine manipulation. Must be able to maintain effective audio-visual discrimination and perception needed for making observations, communicating with others, reading and writing, and operating office and kitchen equipment. Must be able to use a telephone to communicate verbally.

Attachment: Attachment M (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026)

MINIMUM QUALIFICATIONS

Experience:
Two years of commercial restaurant / kitchen cooking experience.

Education:
High school diploma or GED equivalent.

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.

Possession of a valid CPR / First Aid certificate.

Possession of a Safe Food Handling certificate.

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: 12/04 (B/S 04-545, 546)
Revision Date: 02/06(B/S Res. 06-73)

Attachment: Attachment M (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026)

KITCHEN ASSISTANT

DEFINITION

To assist in the daily preparation of congregate and home-delivered meals, in the packaging of home-delivered meals, and in the general cleaning of the kitchen, kitchen utensils and dining area; to perform duties of the Senior Nutrition Cook / Site Supervisor as required in his/her absence; and to perform related duties and responsibilities as required.

SUPERVISION RECEIVED AND EXERCISED

Receives general supervision from the Senior Nutrition Cook / Site Supervisor.

Exercises lead direction over volunteers as assigned.

EXAMPLES OF ESSENTIAL FUNCTIONS

Assists the Senior Nutrition Cook / Site Supervisor in the preparation of nutritious meals for service on-site and for home delivery.

Serves meals to senior citizens and others.

Assists in the packaging of meals for home delivery.

Ensures the cleanliness of the kitchen and dining area throughout the day and at each day's end; washes utensils.

Provides training and leadership of volunteers; ensures volunteers follow policies, procedures and safety standards.

Assists Site Supervisor in ordering necessary foods and supplies, stocking foods and supplies, and maintaining accurate inventory records.

May perform the duties of the Site Supervisor in his/her absence.

Maintains accurate logs and records as required; answers the telephone.

EMPLOYMENT STANDARDS

Knowledge of:

Procedures, methods, techniques and equipment used in large-quantity food preparation and service.

Principles of food service sanitation, health and safety practices.

Record keeping methods.

Basic principles of training and leadership.

Basic arithmetic.

Ability to:

Assist in the preparation of food for a large number of people.

Attachment: Attachment M (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026)

Efficiently and thoroughly clean kitchen, dining area and utensils.

Learn the basic functions and responsibilities of the Senior Nutrition Cook / Site Supervisor.

Train and provide leadership of kitchen volunteers as assigned; establish and maintain cooperative working relationships with those contacted in the course of work.

Safely operate kitchen equipment.

Maintain accurate and complete records.

TYPICAL WORKING CONDITIONS

Work is performed in a food service environment. Incumbent may be exposed to fire hazards, electrical currents, temperature and noise extremes, fumes, microwaves, chemicals, skin irritants, hands in water, sharp kitchen tools and utensils, bacteria.

TYPICAL PHYSICAL REQUIREMENTS

Requires the mobility to work in a food service environment. Requires the ability to sit at desk for short periods of time and almost constantly walk, stand, stoop, kneel, crouch, and reach while performing kitchen work; lift and/or move objects and materials of up to 40 pounds in weight; perform simple grasping and fine manipulation. Must be able to maintain effective audio-visual discrimination and perception needed for making observations, communicating with others, reading and writing, and operating office and kitchen equipment. Must be able to use a telephone to communicate verbally.

MINIMUM QUALIFICATIONS

Experience:
Some experience cooking and/or working in commercial restaurants / kitchens is desirable.

Education:
High school diploma or GED equivalent.

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.

Possession of, or the ability to obtain within three months of employment, a valid CPR / First Aid certificate.

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: 12/04 (B/S 04-545, 546)
Revision Date: 02/06(B/S Res. 06-73)

Attachment: Attachment M (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026)

TRANSIT SYSTEM BUS DRIVER

DEFINITION

To drive and operate a transportation system vehicle safely and efficiently in the transport of senior citizens, disabled individuals and the general public; to assist passengers in and out of the vehicle safely; to maintain records and reports of trip information as required; and to perform other related departmental duties and responsibilities as required.

SUPERVISION RECEIVED AND EXERCISED

Receives general supervision from the department head, management staff, or assigned supervisory staff.

EXAMPLES OF ESSENTIAL FUNCTIONS

Depending upon assignment, duties may include, but are not limited to, the following:

Operates a transportation system vehicle using established routes and schedules; picks up and discharges passengers at designated stops; modifies routes as directed based on passenger cancellations, transfers, add-ons, no-shows, or other changing service needs.

Provides safe, courteous and efficient transportation services for senior citizens, disabled individuals and the general public to and/or from their residences or other settings to a variety of additional designated locations.

Takes appropriate steps to ensure the safety of passengers with severe physical, psychological or developmental difficulties while in vehicle; aids in securing individuals with varying physical and psychological abilities safely in their seat with seatbelt restraints ensuring safe transportation while in motion.

Assists passengers safely on and off the vehicle; assists passengers in carrying packages, and possessions as necessary.

May operate wheelchair lift device when necessary to board and disembark passengers; may be required to accompany passengers on lift ensuring passenger safety while boarding and disembarking; ensures that all wheelchair brakes are locked while lift is in motion, positioning wheelchairs within vehicle and securing them inside the vehicle with the proper safety restraints.

Ensures all ambulatory devises are safely secured and/or stowed while on board transportation vehicle at all times.

Collects fares from passengers and maintains related records.

Maintains order of passengers while en route; resolves disputes and documents severe incidents and/or disciplinary cases.

Administers First Aid and CPR as necessary.

Attachment: Attachment M (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026)

Conducts daily vehicle safety and maintenance inspections; records and reports all deficiencies needing repair; delivers and picks up vehicle to / from maintenance shop; fuels vehicle and maintains the cleanliness of vehicle exterior and interior.

Maintains a variety of records, logs and reports as required.

Performs related duties as assigned.

EMPLOYMENT STANDARDS

Knowledge of:

California State Motor Vehicle Code as it relates to the operation of vehicles for transporting passengers.

Streets, highways and landmarks in the County and related areas.

Safe driving practices.

First Aid and CPR practices and procedures.

Proper operation of a wheelchair lift ramp and procedures for safely securing power wheelchairs, scooters, manual wheelchairs, and other ambulatory devices within vehicles for transportation.

Basic record-keeping techniques.

Basic arithmetic and cash-handling skills.

Ability to:

Understand, interpret and apply pertinent federal, state and local laws, rules and regulation, and County / departmental policies and procedures as they apply.

Understand and apply transportation system policies and procedures.

Understand the special requirements associated with the transport of senior and disabled citizens.

Exercise sound judgment and extreme caution while operating a transport vehicle.

Safely and properly operate lift-equipped vehicles and specialized equipment / devices.

Safe and proper installation of vehicle tire chains during inclement weather as necessary to ensure safe transit.

Recognize and report malfunctions and safety hazards in transportation vehicles and equipment.

Attachment: Attachment M (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026)

Operate a two-way radio, use computer systems effectively, generate transportation schedules, answer telephones, retrieve messages from answering systems, and take messages when necessary.

Understand and carry out oral and written instructions with minimal supervision.

Maintain valid California certification for the operation of the vehicles that may be assigned.

Read and interpret maps; Access maps utilizing a computer or other appropriate electronic devices.

Remain calm in emergency situations.

Communicate clearly and concisely, in both oral and written form.

Understand and execute written and oral instructions.

Provide professional and courteous customer service to passengers and the general public at all times.

Establish and maintain effective working relationships with those contacted in the performance of assigned departmental duties.

Maintain records, reports, and logs related to vehicle maintenance and the transportation of passengers.

Participate and pass all DOT drug/alcohol testing requirements and be subject to the County DMV pull program.

TYPICAL WORKING CONDITIONS

Incumbent drives and operates transportation passenger vehicles on surface streets. Worker may be exposed to traffic hazards, air contaminants, adverse weather conditions, varying temperature and noise extremes, wetness, humidity, fumes, dusts, odors, pathogens, vibration, and violence.

TYPICAL PHYSICAL REQUIREMENTS

Requires the mobility and stamina to drive vehicles for extended periods of time. Requires the ability to sit, walk, stand, climb, balance, stoop, kneel, push, crawl, crouch, twist, and reach while performing work; lift and/or move up to 50 pounds frequently and up to 100 pounds occasionally; assist individuals with varying physical and psychological abilities in and out of a vehicle; secure individuals with varying physical and psychological abilities safely in their seat with seatbelt restraints, perform grasping and fine manipulation, handle, feel or operate objects, tools and controls. Daily duties require visual acuity, sound perception and discrimination, and oral communications capability.

Attachment: Attachment M (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026)

MINIMUM QUALIFICATIONS

Experience:
Two years of experience driving and operating a bus, transit van or other commercial passenger vehicle
OR
At at least six months experience driving and operating a school bus.

Education:
High school diploma or GED equivalent.

Additional Requirements:
Possession of a valid Class B California driver's license with a Passenger Endorsement.
OR
Possession of a valid Class B California driver's license with a School Pupil Activity Bus (SPAB) Certification.

A valid CPR and First-Aid Certificate

A safe driving record.

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: 12/04 (B/S 04-545, 546)
Revision Date: 02/06 (B/S Res. 06-73); 11/15 (B/S Res. 15-551)

Attachment: Attachment M (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026)

MARIPOSA COUNTY
invites applications for the position of:

Driver

SALARY: $2,921.65 - $3,551.36 Monthly

OPENING DATE: 08/12/21

CLOSING DATE: 08/26/21 05:00 PM

DESCRIPTION:

DEFINITION
To safely operate a County vehicle to drive authorized clients to and from scheduled medical and other program-related appointments; to ensure the assigned vehicle is in safe operating condition; to maintain records and reports of trip information as required; and to perform other related departmental duties and responsibilities as required.

This job class is responsible for ensuring the safety of clients at all times during trips. Clients may come from diverse backgrounds, including senior citizens and persons with disabilities. This position requires compassion, patience, and tolerance.

SUPERVISION RECEIVED AND EXERCISED
Receives direction from assigned supervisory staff.

EXAMPLES OF DUTIES:

ESSENTIAL FUNCTIONS
Drives a County vehicle to transport clients safely in accordance with authorized, pre-approved schedules, both within and outside of the County.

Provides safe, courteous and efficient transportation for clients. This may include, but is not limited to: transporting clients; assisting clients in and out of the vehicle; and escorting clients to appointments, as necessary.

Maintains accurate record keeping of trip information and vehicle mileage logs. Prepares reports of driving hazards, accidents and/or passenger incidents.

Maintains current required licenses and certificates.

Cleans vehicle interior and exterior as needed to ensure it is in safe operating condition.

Performs other related duties similar to the above in scope and function, as required.

TYPICAL WORKING CONDITIONS
Incumbent drives and operates County vehicles while transporting clients. Worker may be exposed to traffic hazards, air contaminants, adverse weather conditions, varying temperature and noise extremes, wetness, humidity, fumes, dusts, odors, pathogens, and vibration.

TYPICAL PHYSICAL REQUIREMENTS
Requires the ability to drive vehicles for extended periods of time, as well as the ability to sit, walk, stand, climb, balance, stoop, kneel, push, crawl, crouch, twist, and reach while performing

Attachment: Attachment M (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026)

work. Daily duties require visual acuity, sound perception and discrimination, and oral communications capability.

MINIMUM QUALIFICATIONS:

MINIMUM QUALIFICATIONS
Experience:
Qualified work experience in driving and dealing directly with people.

Education:Graduation from high school or equivalent.

ADDITIONAL REQUIREMENTS:
Possession of a valid and appropriate 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.

A safe driving record. ***A copy of your DMV driving record must be attached to your application.***

A valid CPR and first aid certificate, or the ability to obtain one within 30 days of hire. **If you have a valid CPR and First Aid Certificate, please attach it to your application when applying.**

SUPPLEMENTAL INFORMATION:

EMPLOYMENT STANDARDS
Knowledge of:
The California State Motor Vehicle code, as it relates to the operation of vehicles used in transporting passengers.

Safe driving practices.

CPR and first aid techniques.

Ability to:
Operate a two-way radio.
Read and interpret a map or navigation app.
Remain calm in emergency situations.

Understand and follow both oral and written instructions independently.
Exercise good judgment and extreme caution while operating a transportation vehicle.

Maintain records and logs related to vehicle maintenance and the transportation of passengers.
Exhibit compassion, patience, and tolerance.

Attachment: Attachment M (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026)

Mariposa County is an Equal Opportunity Employer. Women, minorities and disabled are encouraged to apply.

- For positions requiring a high school diploma Mariposa County will also accept a state-issued equivalent.
- All positions subject to Mariposa County's Nepotism Policy viewable at www.mariposacounty.org under the Human Resources/Risk Management Department.

It is important for your application to demonstrate all of your relevant experience and education. All questions must be completed with a written answer or N/A. If left blank, the application will be considered incomplete.

A resume may be attached but will not substitute for a Mariposa County Application. Failure to submit a completed application, supplemental questionnaire and/or other required documentation will eliminate you from the recruitment process.

Reasonable Accommodations for Individuals with Disabilities - The County of Mariposa makes reasonable accommodations for the individual with disabilities including an obligation to ensure that only the essential duties of the position are required to be performed. Individuals with disabilities requiring any accommodations, in order to participate in the testing process, must inform the Mariposa County Human Resources Office. Also, those applicants needing such accommodations should document this request including an explanation as to the type and extent of accommodations needed to participate in the selection process and/or perform the duties of the job for which they have applied.

VETERAN'S PREFERENCE POLICY

Veterans of the Armed Forces of the United States who have received an honorable discharge or general under honorable conditions discharge shall be given preferences in initial appointment to County service. Such preference shall apply only to the first appointment to any County position. The preference shall be implemented as follows:

- Where examinations are scored, the preference shall be five (5) additional points if the applicant, without the preference, obtains a passing score on all portions of the examination process.
- In cases where examinations are not scored, the preference shall consist of advancing the applicant one full ranking if the applicant, without the preference, obtains a passing ranking on all minimum qualifications during the examination process.

Persons claiming eligibility for Veteran's Preference must attach a copy of Form DD214 to the job application.

To comply with the 1986 Immigration Reform and Control Act, Mariposa County verifies that all new employees are either U.S. Citizens or aliens authorized to work in the U.S.

APPLICATIONS MAY BE FILED ONLINE AT:
http://www.mariposacounty.org

Position #16-00591
DRIVER
JA

P.O. Box 1917
4988 11th Street, Suite B
Mariposa, CA 95338
209-742-1379

dwass@mariposacounty.org

Driver Supplemental Questionnaire

* 1. Please describe in detail any training and experience that you have in transit activities as it relates to dealing with the general public and in particular, the elderly and handicapped.

* 2. Please describe your knowledge of streets, roads and highways in Mariposa County and related areas.

* 3. Please describe your knowledge of and experience with performing required vehicle safety and maintenance requirements.

* 4. Please describe any other training and/or experience you have that you think may qualify you for this position.

Attachment: Attachment M (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026)

* 5. One of the requirements for this position is possession of a high school diploma, GED or equivalent. Do you have a high school diploma, GED or equivalent?

❑ Yes ❑ No

* 6. One of the requirements of this position is a safe driving record. A copy of your DMV driving record must be attached to your application. Did you attach a copy of your DMV driving record?

❑ Yes ❑ No

* 7. One of the requirements of this position is possession of a valid CPR and first-aid certificate, or the ability to obtain them within 30 days of your date of hire. If you possess these certifications, did you attach copies to your application? If not applicable, mark "No."

❑ Yes ❑ No

* Required Question

Attachment: Attachment M (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026)

GOVERNING BOARD INFORMATION

Board Members Name & Address	Occupation	Compensation
Rosemarie Smallcombe 5100 Bullion St. P.O. Box 784 Mariposa, CA 95338 (209) 966-3222 rsmallcombe@mariposacounty.org	Chair District I Supervisor County of Mariposa	$53,650.25
Thomas Sweeney 5100 Bullion St. P.O. Box 784 Mariposa, CA 95338 (209) 966-3222 tsweeney@mariposacounty.org	District II Supervisor County of Mariposa	$53,650.25
Marshall Long 5100 Bullion St. P.O. Box 784 Mariposa, CA 95338 (209) 966-3222 mlong@mariposacounty.org	District III Supervisor County of Mariposa	$53,650.25
Wayne Forsythe 5100 Bullion St. P.O. Box 784 Mariposa, CA 95338 (209) 966-3222 wforsythe@mariposacounty.org	District IV Supervisor County of Mariposa	$53,650.25
Miles Menetrey 5100 Bullion St. P.O. Box 784 Mariposa, CA 95338 (209) 966-3222 mmenetrey@mariposacounty.org	Vice Chair District V Supervisor County of Mariposa	$53,650.25

Attachment: Attachment N (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026)

Agency Bylaws

The County of Mariposa is a general law county and the government structure is determined by the State Constitution and State General Law. The Board of Supervisors is the legislative and executive governing body of the County. The Department of Community Services is governed by the Mariposa County Board of Supervisors, representing five county districts and as such, there are no Agency Bylaws.

Attachment: Attachment O (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026)

MARIPOSA COUNTY

RECRUITMENT/SELECTION POLICY AND DEPARTMENTAL SELECTION GUIDELINES

Attachment: Attachment P (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026)

TABLE OF CONTENTS

Page

RECRUITMENT/SELECTION POLICY 1

RECRUITMENT 1

RECRUITMENT OUTREACH 1

APPLICATIONS 22

SCREENING 22

JOB ANNOUNCEMENTS 33

INTERNAL PROMOTION/DEMOTION 33

RECRUITING/HIRING FROM WITHIN THE COUNTY 33

APPOINTMENT OF CURRENT EXTRA-HELP EMPLOYEES TO FILL AN EXISTING VACANCY WITHIN A DEPARTMENT TO WHICH THEY ARE CURRENTLY ASSIGNED 45

NOTIFICATION TO ALL CANDIDATES 45

DEPARTMENTAL/HIRING INTERVIEW 55

STANDARDS AND QUALIFICATIONS FOR EMPLOYMENT 56

RECORDS RETENTION 56

TEMPORARY APPOINTMENTS (EMERGENCY HIRES) 66

DEPARTMENTAL SELECTION GUIDELINES 88

INTRODUCTION 88

Purpose and Policy 88

RECRUITMENT AND SELECTION PROCESSES 99

Recruitment Process: Working with Human Resources 99

Selection Process Development 1010

Subject Matter Experts 1010

Test/Selection Tool Development 1111

Rating or Interview Panel – Test Administration 1212

Test Results and List Creation 1212

Attachment: Attachment P (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026)

DEPARTMENTAL HIRING INTERVIEWS ..... 13~~13~~
Candidates Eligible for Interview ..... 13~~13~~
Contacting the Candidate ..... 13~~13~~
Additional Candidates ..... 14~~14~~
Hiring Interview Process ..... 14~~14~~
1. Preliminary Set-Up ..... 14~~14~~
2. Development of the Hiring Interview Questions ..... 15~~15~~
3. Interviewing the Candidate ..... 17~~17~~
4. Reviewing Notes ..... 20~~20~~
5. Reference Checks ..... 20~~20~~
Hiring Guidelines ..... 20~~20~~
Hiring Procedure ..... 21~~21~~
PROBATIONARY PERIOD ..... 22~~22~~
APPENDICES ..... 24~~24~~
A. HIRING PROCEDURE CHECKLIST
B. NEW EMPLOYEE CHECKLIST – DEPARTMENT
C. COMMON INTERVIEW QUESTIONS
D. PERMITTED MEDICAL INTERVIEW QUESTIONS

Attachment: Attachment P (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026)

MARIPOSA COUNTY

RECRUITMENT/SELECTION POLICY

Attachment: Attachment P (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026)

RECRUITMENT/SELECTION POLICY

RECRUITMENT

The Human Resources Department will be responsible for directing and evaluating the recruitment and testing to fill all County positions, including but not limited to regular/full-time and extra-help positions, with current delegation of the hands-on test administration given to the departments. When a vacancy occurs, the department head/designee submits a request that Human Resources begins the recruitment process. Examinations may consist of the completed Mariposa County application, any and all supplemental applications, a rated evaluation of training and experience (T&E), performance tests, written tests, oral appraisal boards, reference checks, or any combination of these. All tests are designed to be job related and to aid in the selection of the best qualified applicants. All appointments are based on merit without reference to actual or perceived age, ancestry, color, religious creed, disability (mental or physical), marital status, medical condition, genetic information, military and veteran status, national origin, race, sex, gender, gender identity, gender expression, sexual orientation, or other basis protected by law. The eligibility list of all candidates who passed the employment tests or were placed in alphabetical order without any employment testing will be certified to the department head/designee for interview, from which an appointment will be made to the position available.

The candidates' applications together with any supplemental questionnaires, shall be provided to the department head/designee with the certification list. The department will handle all confidential candidate information with the utmost care, sharing the information on an as-needed-only basis. The certification list will be provided to the department head/designee. The department head/designee shall conduct a hiring interview with at least three, but preferably five, candidates from the list and who wish an interview, assuming that the list contains at least five candidates. Candidates shall be considered for interview in rank order. If the candidates have not been ranked by Human Resources, in order to select which candidates from the eligibility list to invite to the hiring interview, the department will be responsible for ranking the candidates using an objective selection process such as a T and E rating. If the candidates have been ranked by Human Resources, then another process besides the hiring interview is not necessary as the candidates will already be ranked and placed on a list in rank order.

If fewer than five qualified and interested candidates remain on this list subsequent to completion of all interviews, the department need not make a selection from this list, but may request that Human Resources open a new recruitment.

RECRUITMENT OUTREACH

When a new position is created, or a present position becomes vacant and is not filled by a qualified County employee as a transfer, the County policy is to use announcement

Attachment: Attachment P (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026)

advertising, and any other method of publicizing employment opportunities so that the greatest possible number of applicants may be recruited.

Recruitment sources may include, but are not limited to:

1) Local and/or multi-regional newspapers.

2) Various online sources.

3) Specialized public sector recruitment publications, including trade journals for certain professional positions, online and/or in hard copy.

4) Electronic distribution of job announcements to county and state human resources offices.

5) Distribution of job announcements to community, ethnic and women's groups and organizations, preferably in electronic format.

6) Electronic distribution of job announcements to county and state agencies and departments having similar job classifications.

APPLICATIONS

All application materials shall be available online or in the Human Resources Office with the ability to apply electronically. Hard copy applications for employment are to be submitted to the Human Resources Office on the County's official electronic or hard copy application form.

SCREENING

At times, recruitment may result in a large number of applicants who meet the minimum qualifications. When such circumstances arise, the County may limit the number of applicants or candidates to advance through the examination process by screening the applications to the most qualified candidates based on such considerations as the following:

1) Length, type, and level of work experience related to the position;

2) Applicability of past work experience to meet the County's needs or requirements; and

3) Type, degree, and recency of job preparation for prescribed responsibilities, to include certificates, technical training or course work, and educational achievements.

Attachment: Attachment P (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026)

JOB ANNOUNCEMENTS

All County job opportunities will be announced both electronically on the County's website and by posting on the County's weekly job bulletin. Job announcements may include:

1) Job Title;

2) Current Salary Range;

3) Filing Period (where and when);

4) Description of Position;

5) Job Requirements;

6) Selection Process;

7) Special Requirements (if any);

8) A statement that no appointment will be made prior to passing a pre-employment physical, if required, and proof of citizenship or right-to-work certification; and

9) A statement that the County is an equal opportunity employer.

INTERNAL PROMOTION/DEMOTION

It is the policy of Mariposa County to allow department heads the discretion to promote qualified, regular employees to a higher or lower classification level within the department when such a vacancy occurs. A voluntary demotion may be enacted to fill a vacancy at the request of a qualified employee seeking such a demotion. Prior to such promotion or demotion, a currently dated County employment application form must be completed and submitted to Human Resources for certification of the employee's minimum qualifications. A demotion, as authorized by this section, includes any classification to which the employee meets minimum qualifications, including appointment as an extra-help, hourly employee. An employee who promotes to a higher classification will have a new anniversary date, which is the promotion date, and his/her salary will be adjusted to a step in the new range that gives him/her at least a five percent (5%) increase over his/her current salary. An employee who transfers to a different position with the same salary range will maintain his/her anniversary date and salary.

RECRUITING/HIRING FROM WITHIN THE COUNTY

When a vacancy occurs and a recruitment is conducted, County employees are encouraged to apply. Job announcements published by Human Resources are updated

Attachment: Attachment P (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026)

weekly and are posted on the County's website. It is up to each employee to stay abreast of openings by regularly visiting the website or job bulletin. Job announcements describing the position shall also be available in the Human Resources Office. Further, special recruitments open to permanent County employees only shall be announced by electronic communication from Human Resources sent to all departments for posting. Hard copies shall be posted in each department for viewing by all employees. Job interest cards may be completed online at the County's website at any time.

All applicants, including current County employees, must comply with any announced recruitment deadlines. Applications received after the final filing date of any advertised/posted recruitment will not be accepted.

Appointment Of Current Extra-Help Employees To Fill An Existing Vacancy Within A Department To Which They Are Currently Assigned

Extra-help employee(s) may be employed where there is a temporary need for help within a department. The Board of Supervisors must approve an appropriation for extra-help in a departmental budget. An extra-help employee must meet the minimum qualifications of the position he or she is to fill and is limited to a total of eight hundred and sixty (860) hours of work in any one fiscal year. An employee may extend his/her hours of employment to a total of nine hundred and ninety-nine hours of employment during any one fiscal year with the prior written approval of the Human Resources Director.

If a department head has been unable to fill an existing vacancy by transfer or promotion, in lieu of requesting a new recruitment from Human Resources, the department head shall have the option to appoint a qualified extra-help employee who is currently working in a like capacity within the department to the vacant position without additional interviews, with the approval of Human Resources.

Notification To All Candidates

Each applicant for a position will be notified as to the status of his/her application at each stage of the process.

Each applicant passing all parts of the examination shall be notified by Human Resources of her/his final rank on the eligibility list.

Any applicant who fails any part of the examination or the total examination shall be notified.

Establishing Eligibility Lists: After each examination, Human Resources shall prepare an eligibility list of persons with passing scores. The names of each such person shall be placed on the eligibility list in rank order based on his/her final test score, starting with the

Attachment: Attachment P (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026)

highest score. The names of all persons with the same (tied) score will be placed in the same rank.

DEPARTMENTAL/HIRING INTERVIEW

After appropriate screening and/or testing of applicants has been completed by Human Resources, a selection/hiring interview by the department shall be held to interview qualified candidates. If an unranked, alphabetical list is established by Human Resources, the candidates must be ranked through a departmental screening and evaluation process in advance of the hiring interview.

Uniform oral interview questions will be used. Other non-biased evaluation procedures also may be used. All files shall be handled by the department with strict, need-to-know-only confidentiality.

The successful candidate and all applicants who participate in the interview process will be notified of the results in writing by the department. (Detailed information related to the department's role is provided in the "Departmental Hiring Guidelines" section, below.)

STANDARDS AND QUALIFICATIONS FOR EMPLOYMENT

Applicants for employment will be required to meet such reasonable standards of education and experience, knowledge, skills and abilities as are prescribed in the classification specification, and which will ensure that the candidates are reasonably well qualified to successfully perform the duties of the positions for which they seek employment. The evaluation of a candidate's suitability for the job is determined by the examinations conducted during the selection process, and once hired, by evaluation of the employee's performance during the one-year probationary period.

It is Mariposa County's policy to provide reasonable accommodation for qualified individuals with disabilities, or those who must report for military service, who are employees or applicants for employment.

All applicants must meet the minimum qualifications and standards for county officers prescribed by the State Legislature or as prescribed in the official Mariposa County classification specification.

References and criminal checks, pre-employment physicals, and completion of new hire paperwork will be handled at the departmental level.

RECORDS RETENTION

Records of applicants and interview work sheets will be retained by Human Resources for a period of not less than two (2) years.

Attachment: Attachment P (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026)

TEMPORARY APPOINTMENTS (EMERGENCY HIRES)

1) Temporary appointments are limited to a maximum of 320 hours (40 working days) per position during a period not to exceed six consecutive months.

2) Temporary appointments shall first be made from suitable eligibility lists. The acceptance or refusal to accept such employment on the part of persons on the eligibility list shall not be a bar to such individuals' appointment to a regular position from such eligibility list. In the absence of suitable eligibility lists, or if there are not at least five candidates on the eligibility list interested in the temporary assignment, extra help appointments may be made of other qualified persons.

3) To appoint a temporary employee other than from an eligibility list, a copy of the application for employment shall be submitted to Human Resources for prior approval before a job offer is made. Temporary employees are not eligible for consideration to extra help or permanent full-time positions unless the temporary employees appear on the appropriate certified eligibility list. If a department head foresees an ongoing requirement, he/she must request an immediate recruitment to establish an eligibility list from which an appropriate appointment may be made to fill the vacancy.

4) Pre-employment medical examinations, except for positions requiring strenuous physical activity, may be waived for all temporary assignments with the recommendation of the department head and the approval of the Human Resources Director.

5) No time served under a temporary appointment shall contribute towards acquiring probationary or permanent status, nor shall temporary employees be entitled to other rights extended to regular County employees appointed to budgeted positions.

Attachment: Attachment P (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026)

MARIPOSA COUNTY

DEPARTMENTAL SELECTION GUIDELINES

Attachment: Attachment P (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026)

DEPARTMENTAL SELECTION GUIDELINES

INTRODUCTION

Purpose and Policy

Selecting individuals for employment with the County is one of the most important functions that a manager or supervisor will perform. The long-term success of the County is predicated on a workforce of highly skilled, motivated people whose behavior exemplifies the stated values of the organization.

The purpose of this section of the Guidelines is to ensure that the County has sound and valid selection procedures in place that are fair, consistent, and job-related. It also ensures that managers and supervisors will have the tools necessary to participate effectively in the employee selection process, and to make good hiring decisions. To facilitate that goal, these Guidelines include:

- Operational definitions of important procedures and terminology;
- Philosophies as they apply to the selection process; and
- Specific guidelines applicable to each aspect of the process.

The decisions managers and supervisors make today in hiring staff are key in achieving our mission in the years to come. There isn't a more important decision you will make than to hire quality people. It is important to know and apply the tools to make those decisions, and take the time to do it properly.

These Guidelines provide information that is derived from best practices in the human resources and selection fields. While the information provided within complements and is consistent with the County's Recruitment/Selection Policy, these Guidelines are written as more of a practical guide in order to operationalize the policies and practices provided in the Recruitment/Selection Policy into actual procedures. Therefore, it is recommended that the Recruitment/Selection Policy be used for exact policies and direction when making important recruitment and selection decisions.

Attachment: Attachment P (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026)

RECRUITMENT AND SELECTION PROCESSES

The hiring process consists of two procedures: Recruitment and Selection. The Recruitment activities center around developing a plan, announcing an opening, advertising the opening, and overall outreach to attract qualified applicants. Both Human Resources and the departments have a role in this process. The Selection portion of the process involves all the activities related to testing, interviewing, and selecting a new employee. In some cases, most of these activities will be handled by the departments, including the testing phase. In other cases, Human Resources will conduct the testing and will provide the ranked list to the departments to conduct the hiring interviews.

Overall recruitment strategies should be reviewed regularly for a number of reasons: techniques that worked in a period of high unemployment may not be appropriate when unemployment is low. Over time, the applicant pool for a given occupation may change. Working with Human Resources, recruitment patterns should be reviewed by making comparisons both with past recruitment efforts and with current labor force statistics. Once specific recruitment problems are identified, a plan can be formulated to address these problems.

In preparation for a new recruitment, work with Human Resources by asking the following questions:

- Was there a good response to the recruitment in the past?
- Did the applicants possess the specific skills required?
- Is there a high turnover in this classification, and if so, is it due to inappropriate placement of applicants?
- Has there been traditional underutilization of certain groups in this field of work, i.e. lack of women in the trades?

Recruitment Process: Working with Human Resources

Whether a specific recruitment will be mostly handled by Human Resources or the hiring department, it is important that both departments work closely together to ensure the best, most effective and well-run process possible. This is accomplished by:

- Reviewing past recruitment efforts to determine extent of outreach and advertising required (see bullet points above).
- Determining if recruitment should be open or promotional. If there are a sufficient number of internal candidates for one vacancy who most likely will meet the minimum qualifications, then the recruitment can be conducted on a promotional/internal basis. Otherwise, the recruitment should be opened up to the public.

Attachment: Attachment P (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026)

- Determining the length of the recruitment period (from date the announcement is posted to the deadline for filing of applications). For recruitments where a large applicant pool is anticipated, a two-week period is sufficient. For difficult-to-recruit jobs, recruitment periods can be open anywhere from three weeks to "open until filled."
- Conducting a task and knowledge, skills, and abilities (KSAs) review to ensure that the job description is up to date and to determine the most important KSAs to focus on when developing selection tools such as the oral interview test questions and rating criteria.
- Determining the selection process (supplemental questionnaire/Training & Experience Rating {T&E}, written test, structured oral interview test, performance test, and/or other selection procedures) and which party (Human Resources or the department) will be responsible for this step.
- Developing the job announcement that includes information about the position, the application filing deadline, the minimum qualifications, the hiring process, and the monthly salary. The benefits information is outlined on the announcement. Human Resources will take the lead on this step.
- Writing and placing ads. For all jobs, the typical minimal advertising placement of the job opportunity on the County's website (through NeoGov) and the job bulletin is required. Departments typically take the lead on this step and pay for the advertising.

Selection Process Development

In the case where Human Resources provides the department with a list of unranked candidates, this step in the process is conducted by the department. This selection process development can be segregated into four general stages:

- Selection and use of the Subject Matter Experts;
- Development of the Selection Tool (based upon an assessment of the important tasks and KSAs required to be successful on the job); some recruitments do not include a Selection Tool, and the eligibility list is forwarded to the department in alphabetical order;
- Administration of Tests (T&E ratings, written tests, oral panels, etc.) if there are any; and
- Evaluation of Test Results and Ranking on List in test score/rank order.

Subject Matter Experts

A Subject Matter Expert (SME) is a job expert in a subject matter or occupational area for which the test is being developed. The SME can either be a seasoned employee in the same classification or can work in a classification at one level or higher than the classification being tested.

Attachment: Attachment P (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026)

The SME will assist by performing the following tasks:

- Determining test structure and components;
- Reviewing and verifying job content information and important KSAs for job performance;
- Developing supplemental application questions and rating guidelines, when applicable;
- Screening the applications or conducting T&E ratings in the department;
- Maintaining test security regarding the entire test process;
- Identifying potential oral panel members, raters, and proctors, if needed; and
- Participating in a test appeal process.

Test/Selection Tool Development

Test development is intended to identify those candidates who will be successful on the job by determining the most appropriate testing tool. The type of test used is usually based on the type of position and the skills needed for the job. Each position should be reviewed, but here are some general guidelines.

Tests can be:

- T&E Rating – An examination process ranking candidates based on a pre-determined formula to evaluate education, training, and/or experience using the candidate's responses from a supplemental questionnaire;
- Written Examination – An examination process (booklet examination) consisting of multiple choice and/or true-false questions that include specific technical knowledge and job-related issues;
- Structured Oral Interview – An examination process conducted in an interview setting. A panel of two to three members examines and rates applicants on prepared, structured questions or situations in an occupational area (NOTE: This is the test panel that determines candidate placement on the eligibility list. It is not the final, department hiring interview);
- Performance Rating – An examination process consisting of one or more work sample situations or "stations" where the candidates perform simulated or actual job tasks; and/or
- A combination of any of the above.

Attachment: Attachment P (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026)

The type of test is usually based on the type of position and the skills needed for the job. Each position should be reviewed, but here are some general guidelines:

Manager	Structured Oral Interview and/or T&E Rating
Supervisory/Technical	Structured Oral Interview, T&E Rating, and/or Written Examination
Maintenance	Performance Rating, T&E Rating, and/or Structured Oral Interview
Clerical	Written Examination, T&E Rating, Structured Oral Interview, and/or Performance Rating (computer/software skills, typing, etc.)

Rating or Interview Panel – Test Administration

The Rating Panel assesses and ranks each candidate's qualifications for the position based upon specific job-related criteria by reviewing applications and completed supplemental questionnaires received during the application filing period or at a later point in time. The Interview Panel conducts the in-person structured oral interviews. Each panel member should be familiar with the requirements of the job. Typically, a panel consists of two to three members: one or more persons familiar with the job requirements of the classification. Sometimes a Human Resources representative may serve on the panel.

Panels:

- May be scheduled for one-half day to a couple of days, depending upon the number of qualified applications received; and
- Use structured guidelines and interview questions to review and rate applications and supplemental applications and/or responses to oral questions.

Test Results and List Creation

Applicants who meet minimum qualifications and successfully complete the screening and assessment process will be ranked on a list according to the score they received in the screening or assessment process, with the highest score receiving the highest rank (1), the second-highest score receiving the next highest rank (2), and so on. As long as they are viable, the County's eligibility lists are good for two years.

While the County has a "rule of the list," which means anyone from the list may be considered for the next step, the County requires that at least three, but preferably five, candidates from the list will be invited to the hiring interview. It is a good practice that typically produces the best results to use the candidate's test score as a guideline in determining who to invite to the hiring interview (see next section covers hiring interviews). If the selection process has been developed as outlined in this section, then the final score and list ranking will reflect how well the candidates will ultimately perform on the job.

Attachment: Attachment P (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026)

DEPARTMENTAL HIRING INTERVIEWS

Once the list or candidate ranking is finalized, a critical step in the employee selection process is the final hiring interview process conducted at the departmental level. The hiring interview provides department heads, managers, and supervisors with an opportunity to ask detailed questions that may reveal a candidate's work-related strengths, weaknesses, behavioral traits, and organizational fit.

The interview's success will be directly proportional to the preparedness of the interviewer. The more prepared the interviewer, the more comfortable the process, the less time will be wasted, and better will be the chances for selecting the best candidate.

Candidates Eligible for Interview

Candidates will be ranked in order of the score received from the testing process, either by Human Resources or the department. All of the candidates on the list provided by Human Resources are eligible for consideration for hire. The hiring authority and/or his/her designee may review the applications of the candidates on the list for consideration of a final hiring interview. While there is no hard and fast rule about how many candidates should be invited to a hiring interview, it is strongly encouraged that at least three, but preferably five, candidates be interviewed for each vacancy, and that candidate ranking be used to determine who to invite to the departmental hiring interview. It is highly preferable that candidates be invited to interview in rank order.

Contacting the Candidate

The basic key points to mention when contacting a candidate for a hiring interview are:

- Describe the job;
- Date, time, and place of the hiring interview;
- Describe the interview process;
- Ask the candidate to bring copies of past performance reviews, references, and/or letters of recommendation, if desired;
- Provide a contact name and phone number; and
- Ask the candidate if he/she needs any reasonable accommodation to be interviewed.

Attachment: Attachment P (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026)

Additional Candidates

Additional candidates can be contacted if a candidate waives the hiring interview or job offer or if there are more vacancies than anticipated.

Hiring Interview Process

There are five stages in the hiring interview process:

1. Preliminary Set-Up;
2. Development of the Hiring Interview Questions;
3. Interviewing the Candidate;
4. Reviewing Notes; and
5. Reference Checks.

1. Preliminary Set-Up

The preliminary set-up includes four areas: room selection, hiring interview panel selection, and creation of panel packet and candidate information packet.

The room selected should be large enough to accommodate the interview panel and the interviewee, yet not so large as to make the interviewee feel overwhelmed. Since the process can be intimidating, it will be normal for the interviewee to feel warm and confined. Therefore, proper ventilation and a cooler-than-usual temperature may create a more comfortable atmosphere. Provide a water pitcher and cups.

The hiring interview panel would typically have two or three members: the manager and/or the position's supervisor, and one or two optional members. Appoint a "lead" interviewer to do introductions and general coordination.

Create an interview packet for each panel member. Items contained in a panel packet may include:

- interview schedule;
- job description;
- copies of hiring interview questions;
- copies of applications in sequential order; and/or
- pencils and paper.

Each candidate may be given a packet upon arrival for the interview. Each candidate information packet should include:

- a job description for the vacant position;
- a list of duties (expectations); and
- the names and titles of the panel members.

Attachment: Attachment P (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026)

- Conviction questionnaire.

The candidate should not be kept waiting for more than 5-10 minutes (just enough time to review the packet). Provide a comfortable place for candidates to wait. A staff member should be appointed to greet candidates outside the interview room, answer questions, and explain what will take place in the interview session.

2. Development of the Hiring Interview Questions

a) Gut Feelings

The majority of untrained interviewers rely on their intuition as a basis for making employee selections. They develop "gut feelings" in the first few minutes of the interview without having sufficient opportunity to gain enough information about the candidate's skills. Not only will this approach be difficult to document, but it is also prone to generate unreliable information, leading to poor selection decisions. In contrast, the behavioral-based interview process emphasizes the importance of providing evidence about the person's ability to do a job.

b) Hiring Interview Questions

Questions should be developed that allow the panel to view behavioral and technical traits and organizational fit. Interviewers should focus their attention on the behavioral-based interview process, which encourages interviewers to preplan their interviews by conducting a thorough review of job requirements, creating a series of interview questions, gaining behavioral examples in the interview, and rating the interviewee's skills. The fundamental concept is that behavioral examples (specific life/work-history events) provide information regarding the presence or absence of skills.

c) Rapport-Building Questions

A rapport-building question is one that puts the candidate at ease, and is typically asked during the initial stages of the interview. Possible topics include weather, the trip to the interview, a desire for water, etc. The rapport-building question is usually followed by anecdotal conversation on a friendly, conversational basis.

d) Warm-up Questions

Warm-up questions are designed to be "ice-breakers" and should follow the rapport-building questions. Warm-up questions may not provide information on which to base a hiring decision, since they are standard, anticipated questions. However, they encourage applicants to talk about themselves, especially for applicants who are not very expressive.

Attachment: Attachment P (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026)

e) Behavioral Examples

Through behavioral examples, interviewers discover facts about a person's history, and uses these facts as a basis for predicting whether the individual demonstrates skills important for a specific job. These questions are in an open-ended format. This approach is based on the axiom that "the best predictor of future behavior is past behavior." Although this statement is almost a truism in behavioral sciences, all interviewers should recognize that past behavior does not always predict future behavior. It is only the "best" predictor of future behavior. People may change and break out of their past behavior patterns.

f) Open-Ended Questions

An open-ended question is one that guides the interviewee to give an expanded, detailed answer. It is contrasted with a closed-ended question that can be answered by a simple "yes" or "no" response. Ideally, the interviewers will ask many open-ended questions to get the interviewee talking and relating behavioral examples. These types of questions will also allow the candidate to answer freely and select the type of information to be included in the answer. Typically, these questions begin with such phrases as "Would you tell me about..." or "I'm interested in learning about...." Be aware that some candidates' responses may become rambling, trivial, or bogged down in too much detail. The interviewers must be prepared to control the amount of time a candidate spends replying to this type of question.

g) Interview Cautions

i. Do not ask any questions regarding race, physical or mental disability, religious creed, sex, national origin or ancestry, age, marital status, medical condition, political beliefs or affiliations, or any question that can be construed as implying such discrimination. **All questions should be based on bona fide occupational qualifications.** This is true for anyone who is pregnant, has been convicted of a crime, or is disabled.

ii. The same interview questions should be asked of all candidates. This allows for consistent application of selection criteria and comparison of the candidates. However, it is appropriate to ask additional questions of an individual candidate in an effort to clarify information in resumes and applications, or in response to the candidate's answer to a question. As always, these questions should be pertinent to the essential skills and duties of the job being filled. Finally, be sure to obtain permission from all candidates to check their references of current and past employers. This is best done using the Waiver and Release forms found in the County's Reference Check Policy.

Attachment: Attachment P (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026)

iii. Don't ask personal questions – information regarding marital status, age, number of children, childcare arrangements, spouse's occupation, etc., are purposely omitted from the County employment application. Additionally, do not ask about sick leave balances or any question which may force an applicant to reveal the presence of a disability. This information should not be sought in the interview because it is not job-related, and could be discriminatory as a pre-employment inquiry.

However, in order to evaluate attendance, it is acceptable to ask if a person is able to meet an attendance standard (e.g., "We need someone here from 8:00 a.m. to 5:00 p.m., Monday through Friday. Can you meet this attendance requirement?"). For applicants with obvious disabilities, consider asking them to explain or demonstrate how they will be able to perform essential job functions, with or without an accommodation. However, if the known disability will not interfere with or prevent the performance of a job-related function, the employer can request a description or demonstration by the applicant *only* if it routinely makes such a request of *all* applicants in the same job category. Additionally, it is illegal to ask such applicants about treatment or prognosis.

If an applicant volunteers any of this type of information, DO NOT write it down or pursue it. Bring the topic back to job related information and move on.

iv. Avoiding common mistakes – Interviewers will often prepare questions that sound "good," but which have nothing to do with the job or performance. Avoid these. Also, it is imperative to balance questions between technical skills and performance skills. If not done, a one-sided view of the candidate will result.

3. Interviewing the Candidate

Once the questions have been developed, the candidate is now ready to be interviewed. It is important to consider the following techniques to conduct a productive interview.

a) Taking Notes

Studies show that when interviewers don't take notes, they remember and are influenced most by what happened at the beginning and end of the interview. Subtleties are lost; first and last impressions loom.

Taking notes doesn't have to be a burden. For privacy, use a clipboard and jot down key words and phrases that will jog one's memory later. Write down descriptions, not judgments, and facts, not opinions. If a candidate seems fidgety, write down "tapping fingers" or "swinging leg" instead of "candidate seems fidgety." Do not write notes to record any physical characteristics. Pictures of candidates should not be taken to

Attachment: Attachment P (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026)

assist the panel in remembering a particular candidate or for any other reason.

After interviewing all the candidates, the written record will be helpful in making a methodical comparison. Irrelevant details won't be misleading; patterns will become evident.

b) Allowing Silence

Silence can be uncomfortable for both the interviewer and interviewee. Still, it is important to allow silence at times to give the candidate time to think through an answer. The interviewer may want to comment on the silence, suggesting the candidate take time in answering, and use the time personally to write or clean up notes.

c) Controlling the Interview

It is often difficult to control the very talkative interviewee. When this person over-talks, digresses, or occupies time with casual conversation, the interviewer may not have sufficient opportunity to gain enough information about the candidate's skills. A well-prepared list of questions will move this interviewee to the next question. Using closed-ended questions may also bring the interview back into control. Remind the candidate that only a certain amount of time is available in which to answer all questions.

d) Finding Contrary Evidence

Contrary evidence is information that profiles both sides of the interviewee's skills. Although motivated to find as many positives as possible about his or her skill level, it is important for the interviewer to ask questions that will reveal mistakes, weaknesses, or problems in the past. This enables the interviewer to gain balance on strengths and weaknesses. When forming an overly negative opinion, look for opportunities to identify strengths.

e) Adjusting Time Allocated to Describing Job

Many managers make the mistake of wasting interview time by describing the job and the kind of person they are looking for. All that does is reveal to the candidate the answers one wants to hear. Save this discussion of the job for the end of the interview. By then it will be evident as to what the candidate's interests are, and which aspects of the job to stress. Five minutes of information tailored and adapted to a candidate's interest is far more persuasive than 25 minutes of mere facts. If an interviewer decides he/she is not interested in the candidate, this tactic will help save time because the interviewer can keep this portion of the interview brief.

Attachment: Attachment P (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026)

f) Being Aware of Traps Set by Applicants

Using the Word "We"

Applicants commonly, sometimes deceptively, overuse the word "we," as in "We planned and implemented such and such program," or "We succeeded in carrying out that assignment." Often this is a truthful statement: a group of people – not just the candidate – did the work. However, the interviewer is not concerned with hiring an entire group. The interviewer needs only to resolve whether or not to hire the candidate being interviewed.

When a candidate says "we" in a context that makes it hard to discern specifically what the candidate did, the interviewer can say:

> "I understand that you worked on this project with other people. However, I'm particularly interested in what you did on the project. So, please tell me specifically about your role."

Offering Generalities

Candidates may gloss over the specifics of what they did on a job or project, offering generalities, such as, "I succeeded in implementing the such and such program." This generality may not tell the whole story. For instance, how specifically did the candidate implement the program? And did the program achieve its goals?

To move candidates beyond generalities and into specifics, when an applicant gives a generality, follow up with open-ended probes:

> "Tell me specifically what you did."
>
> "Give me some examples of how you implemented the program."
>
> "Explain exactly how you managed to do that."
>
> "I'd like to hear about the results of the program in detail."

g) Adjusting Length of Interview

The length of the interview should correspond to the position level: the higher the position, the longer the interview. However, for any position, make sure enough time is allowed to ask all needed questions. Extra time spent during the interview process to identify qualifications and performance attributes is a wise investment.

There are many reasons why extended interviews can be helpful. Many applicants can "talk a good talk" and come across well for an hour. However, even a well-rehearsed candidate may not be able to sustain such a good show. In an interview, the candidate should be doing about 80 to 90 percent of the talking; after an hour, if she/he has not been totally truthful, she/he may start contradicting herself/himself or tripping over what she/he has said earlier.

Attachment: Attachment P (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026)

4. Reviewing Notes

Between candidates, take a few minutes to review and clarify your notes.

Once the panel is finished with the interviews, convene and discuss the candidates. Panel members should take time before this discussion to personally rank the candidates. This will help the panel members to independently consider each candidate and come to their own conclusions before discussing the candidates as a group. Upon meeting, the panel can discuss the candidates further and a tentative selection may be made.

5. Reference Checks

Human Resources will provide copies of each candidate's application/resume. It is important to have the candidates that you are seriously considering for a job offer review the County Reference Check Policy that contains necessary forms, such as the Waiver and Release form that should be completed and signed by the candidate prior to conducting any reference checks. (Note: obtain a copy of said policy from Human Resources for overall guidelines and forms.)

Do not just use the references that are provided by the candidate. Ask these contacts for some alternate references.[1] Also ask the applicant to account for any period of time omitted from the application. NOTE: If applicant states that the unaccounted period of time was due to illness, do not explore any further. Such an inquiry may be impermissible under ADA and HIPAA.

At least two (2) reference checks are strongly recommended on all tentatively selected candidates.

Hiring Guidelines

The following guidelines are helpful hints to consider in determining the best candidate to hire for your vacancy:

- **Verify past behavior**. A person's past behavior is a good indicator of future performance. Do everything possible in the interview and reference check process to obtain past behavior information.
- **Hire for attitude**. Positive attitude cannot be taught, whereas most skills and subject matter expertise can be.
- **Hire for long-term**. In general, hire a person that can expect to work with the County for at least 10 years, so hire for the long-term. Do not let short-term considerations unduly influence one's decision.

[1] Follow County Reference Check Policy regarding the Release and Waiver Form.

Attachment: Attachment P (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026)

- **Consider the short-term**. On the other hand, don't eliminate someone because it is believable that they won't stay long. A few years with a star performer is worth the time spent and the opportunity to change their career perspective.
- **Encourage diversity**. Be open to hiring those who look, dress, and talk differently than you. The County's overall work environment is enriched by people with varied backgrounds and cultures.
- **Use office values.** Office values should be a guide in the decision-making process. They detail those ideals most important to the office environment.
- **Settle only for the best**. If no candidate is suitable, do not settle on a lesser-qualified candidate. It is better to spend the time to pursue new applicants than to burden the office with a substandard performer. During this period, it may be possible to hire temporaries until a qualified candidate is found.
- **Conduct reference checks**. Do not hire any candidate without obtaining a positive reference. Always conduct reference checks, even for internal hires. Unless prohibited by an MOU, always review a current employee's personnel file.

Hiring Procedure

Once a candidate is selected, the manager calls and makes an offer contingent upon satisfactory completion of the medical examination if required, and other pre-employment requirements, including alcohol and drug testing. If the candidate accepts and no contingencies exist, the manager arranges for a medical exam through his/her department and sets a tentative start date. Some possible contingencies that may delay the start date are:

- Candidate requests a higher pay step than introductory; and/or
- Candidate cannot start as soon as requested due to current employment, planned vacation, etc.

Once the above exigencies are solved, a tentative start date can be determined.

Attachment: Attachment P (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026)

PROBATIONARY PERIOD

Final Step in Testing Process

The probationary period is the final step in the testing process. It should be treated as that and the new employee should be so informed. The probationary period is one year for new hires and six months for promotions or transfers. This time is used to train the new employee and to verify a fit between job and employee.

Regular Evaluations

During this period, the supervisor conducts formal employee performance evaluations on a regular basis, as a matter of policy. The probationary period is divided into two equal evaluation periods, one at six months and one at the end of probation, and an evaluation is conducted for each period.

Final Evaluation

The supervisor should have learned the employee's strengths and weaknesses prior to the final probationary evaluation, and the decision whether this employee will be permanent should now be clear. If it should take until the final evaluation period to make this determination, and the employee is a previous County employee that will be released, timing is critical for that employee in order to exercise his/her return rights.

As a general rule, a probationary employee may be released during the probationary period for any reason other than discrimination based on race, color, religious creed, sex, sexual orientation, national origin or ancestry, political beliefs or affiliations, age, or physical or mental disability, or any other basis protected by law.

Importance of Regular Meetings

Especially during the period prior to the first formal probationary evaluation, it is very important for the supervisor to meet regularly (preferably weekly) with the new employee to discuss strengths, weaknesses, and expectations. Even if only for 10 minutes, these meetings allow the employee to verify the things he/she is doing right and time to correct areas that need improvement. Weekly guidance is especially important for newly promoted personnel in supervisory/lead-worker type positions. Too often, employees who were great line workers are promoted to supervisory roles with little guidance. Their performance, and that of their staff, ultimately suffers needlessly without regular, targeted reviews and directions.

Out-of-Cycle Evaluations

Supervisors can perform evaluations earlier in a probationary evaluation period. This could occur if an employee's performance is obviously substandard, and/or

Attachment: Attachment P (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026)

the supervisor has significant concerns about the employee passing probation, and the supervisor wants to formally bring those concerns to the attention of the employee. A Performance Improvement Plan (PIP) may be necessary. The decision to conduct an out-of-cycle evaluation and/or to put an employee on a PIP should be discussed with Human Resources before proceeding.

Attachment: Attachment P (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026)

APPENDICES

Attachment: Attachment P (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026)

A. HIRING PROCEDURE CHECKLIST

Vacancy (upon termination, resignation, promotion, retirement)

- ❑ Complete and submit a Staff Requisition Form to Human Resources with appropriate approvals
- ❑ Develop selection process; review tasks and KSAs; determine type and elements of selection process; develop rating factors, questions, other selection tools; administer selection process.
- ❑ Obtain eligibility list and consider candidates for hiring interview
  If no list, request new recruitment
- ❑ Conduct Departmental Hiring Interviews
- ❑ Check references on prospective employee
  - ❑ Complete the Waiver and Release of Information form found in the County's Reference Check Policy
- ❑ Schedule pre-employment medical exam, finger printing, drug screen as required by the position.

Hire

- ❑ Notify Human Resources and the Auditor's offices regarding selected candidate
- ❑ Once pre-employment results are received and reference checks are completed and everything checks out well:
  - ❑ Provide actual start date (department)
  - ❑ Once hired, will have necessary forms completed by employee (done by Auditor for full-time/permanent part-time; by the department for extra-help)
- ❑ Upon hire but before employee start date, department prepares for new employee (use "New Employee Checklist")

Probationary Period

- ❑ Conduct timely employee evaluations at 6 months and then at end of the one-year probationary period (new hires)
- ❑ Discuss and review progress with employee on regular and needed basis

Attachment: Attachment P (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026)

B. NEW EMPLOYEE CHECKLIST – DEPARTMENT

EMPLOYEE INFORMATION	
Name:	Start date:
Position/Dept:	Supervisor:

WELCOME	
☐ Make the employee feel welcome.	• Place a "welcome" card on employee's desk • Make yourself available most of the first day • Plan to have lunch with the new employee and other staff • Place a name marker at the work space even if it is just a paper one • Have workplace cleaned and stocked with supplies

ADMINISTRATIVE PROCEDURES		
☐ Review general administrative procedures.	• Office/desk/work station • Keys • Mail (incoming and outgoing) • Shipping (FedEx, DHL, and UPS) • Business cards • Purchase requests • Uniforms (ordering and cleaning)	• Telephones • Building access codes • Conference rooms • Picture ID badges • Expense reports • Office supplies • Staff meetings

INTRODUCTIONS AND TOURS

☐ Give introductions to department staff and key personnel during tour.

☐ If possible, assign a "buddy" employee to answer questions and be available (make sure the "buddy" demonstrates the behaviors you appreciate and the performance you expect, and who is reasonably available. He/she should be a good communicator and have a positive attitude).

☐ Acquaint new employee with departmental goals, polices, and unwritten rules or customs.

☐ Tour of facility, including:	• Restrooms • Mail areas • Copy areas • Fax machines	• Bulletin board • Parking • Printers • Office supplies	• Kitchen • Coffee area/vending machines • Break areas • Emergency exits and supplies

POSITION INFORMATION

☐ Introductions to team.

☐ Review initial job assignments and training plans.

☐ Review job description and performance competencies, goals, and standards.

☐ Review job schedule and hours (if the employee is to be on an alternate work schedule, make sure they have completed the form).

☐ Review payroll timing (calendar), time clocks (if applicable), timesheets, time off, and overtime requests/forms.

COMPUTERS			
☐ Hardware and software reviews, including:	• E-mail • Intranet	• Microsoft Office System • Data on shared drives	• Databases • Internet

Signatures once this part of the orientation is complete (return to Human Resources):

Employee Signature _____ Date _____

Departmental Signature _____ Date _____

Attachment: Attachment P (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026)

C. COMMON INTERVIEW QUESTIONS

Typically, a wide variety of questions can be used to gain information about a candidate's job skills. Use these questions as a guide to help develop questions that target specific skill requirements.

Warm-up Questions

Warm-up questions are designed to be "ice-breakers." They should follow the "rapport-building" questions that lead the interview. Warm-up questions may not provide information on which to base a hiring decision since they are standard, anticipated questions. However, they encourage applicants to talk about themselves, especially for applicants who are not very expressive.

1. Tell me about your last job (or job most relevant to this job).
2. Describe a typical day at your last job.
3. What did you enjoy doing most (least) on your last job? Why?
4. If you could have changed one thing about your last job, what would you have suggested?
5. To what extent did you act independently?
6. What kind of decisions did you make?
7. Among the supervisors you have had, which one was the best? Why?
8. What are you most proud of doing during your working career to date? (Greatest accomplishment.)
9. What would be your ideal job?
10. What is your most difficult work-related situation?
11. What has been your greatest disappointment?
12. What has caused you the most frustration – when you just couldn't get the job done?
13. What is most appealing to you about this job?
14. Do you prefer to work alone or in a group? Why?
15. Do you prefer specific directions or non-specific assignments? Why?
16. What would your last boss say about your strengths? In what areas would he/she say you needed coaching?

Education: The following questions would be more meaningful to a recent graduate than to an applicant with five or more years of experience.

1. Tell me about what you did in school? What courses did you take?
2. What courses did you like best in school? What courses did you least like in school?
3. Which courses did you do well in? Which course did you not do well in?
4. What did you want to obtain from school? Did you get what you wanted?
5. Why did you decide on your particular major?
6. Have you taken any specialized training or courses since leaving school? What did you take?

Attachment: Attachment P (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026)

Performance Skill Questions

Typically, a wide variety of questions can be used to gain information about a candidate's job skills. Use these questions to develop questions that target a specific job's skill requirement.

Self Skills

1. Describe a time on any previous job when you were faced with problems or stresses that tested your coping skills. What did you do?
2. Tell me about a time when you were placed in a situation that posed an ethical dilemma. What did you do?
3. Tell me about a time when you had to take a position that went counter to a group. How did you manage?
4. Can you recall a time when you had to resolve a conflict at work with either a colleague or an employee? Tell me how you did it.
5. Tell me about a time when you were part of a group that didn't work well together. Tell me about the group and how you handled the situation.
6. Give me an example of when you could not participate in a discussion or could not finish a task because you did not have enough information.
7. Give me an example of when you had to be relatively quick in coming to a decision. Describe the situation and the decision you made.

Other Skills

8. Tell me about a time when you had to use verbal skills to get a point across that was important to you.
9. Tell me about a job experience when you had to speak up to be sure that others knew what you thought or felt?
10. Give me an example of when you built motivation in your co-workers or subordinates.
11. Give me an example of when you successfully communicated with another, even when that individual may not have personally liked you.
12. Describe a situation when you effectively "read" another person and guided your actions by your understanding of their personal needs or values.
13. Describe a time when it was necessary to modify or change your actions to respond to the needs of another person.
14. Give me an example of when you had to understand another person or situation to be effective in guiding your action or decision.
15. What did you do in your last job to contribute toward a team environment?

Attachment: Attachment P (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026)

16. Describe a situation when you positively influenced the actions of others in a desired direction.
17. Give me an example of when there was a miscommunication with one of your co-workers/subordinates/bosses. How did you solve the miscommunication?
18. Describe a time when you had a disagreement with someone you had to continue working with. How did you handle the disagreement or situation?
19. Describe your worst customer or coworker and explain how you handled him or her.
20. Tell me about a situation in the past year when you had to deal with a very upset customer or coworker.
21. Describe a situation in which others within your organization depended on you.
22. Describe your most recent group effort.

Environment Questions

23. Give me an example of a specific occasion when you conformed to a policy with which you did not agree.
24. Describe a situation when it was necessary to be very attentive to your environment.
25. Give me an example of when you had to use your fact-finding skills to solve a problem. Tell me how you analyzed the information to make a decision.
26. Give me an example of any job-related problem and explain how you solved it.
27. Have you worked in a situation with constant surprises or unexpected events? How did you handle them?

Task Skills

28. Give me an example of an important goal that you set in the past. Tell me about your success in reaching it.
29. Describe the most significant written document, report, or presentation that you completed.
30. Give me an example of when you had to go above and beyond the call of duty to get a job done.
31. How did you organize and plan your work in your previous job?
32. Describe the most creative work-related project you have completed.

Attachment: Attachment P (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026)

D. PERMITTED MEDICAL INTERVIEW QUESTIONS

ADA Title II, Section 102

LEGAL REQUIREMENTS:

a) A covered entity may not make inquiries as to whether an applicant is an individual with a disability, or as to the nature or severity of disabilities.

1. **It is illegal to ask interview questions which force a job candidate to reveal the presence of, or nature and severity of, a disability, as such inquiries could lead to discrimination in the hiring process.**

   a. **It is illegal to ask:**

      Sick leave balances from a current or former job

      Sick leave balances from a previous department or supervisor.

   b. **However, in order to evaluate attendance it is legal to ask:**

      If a person is able to meet an attendance standard (i.e., "We need someone here from 8:00 a.m. to 5:00 p.m., Monday through Friday. Can you meet this attendance requirement?").

      How an applicant can perform specific job functions, tasks, or duties (as long as questions are not phrased in terms of a disability).

2. **Applicants with obvious disabilities can be asked to explain or demonstrate how they will be able to perform essential job functions, with or without an accommodation.**

   a. It is **illegal** to ask such applicants about treatment or prognosis.

Disability-Related Inquiries During the Interview Process are inquiries/a series of inquiries that are likely to elicit information about a disability. Inquiries about the ability to perform job functions are not disability-related inquiries.

The following examples are inquiries which are not disability-related:

- Can you perform the functions of this job (essential and/or marginal), with or without reasonable accommodation?
- Please describe/demonstrate how you would perform these functions (essential and/or marginal).
- Can you meet the attendance requirements of this job? How many days of leave did you take last year?
- Do you illegally use drugs? Have you used illegal drugs in the last two years?
- Do you have the required licenses to perform this job?

Attachment: Attachment P (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026)

- How an applicant can perform specific job functions, tasks, or duties (as long as it is not phrased in terms of a disability).
- Applicants with obvious disabilities can be asked to explain or demonstrate how they will be able to perform essential job functions, with or without an accommodation.

The following examples are illegal disability-related inquiries:

- Do you have AIDS? Do you have asthma?
- Do you have a disability that would interfere with your ability to perform the job?
- How many days were you sick last year?
- Have you ever filed for workers' compensation?
- Have you ever been injured on the job?
- How much alcohol do you drink each week? Have you ever been treated for alcohol problems?
- Have you ever been treated for mental health problems?
- What prescription drugs are you currently taking?
- What are your sick leave balances from your current or previous job?
- How would you rate your sick leave balances? (High-medium-low, 1 to 10, etc.)
- Are you currently undergoing treatment for your cancer? What is your prognosis?

Attachment: Attachment P (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026)

MARIPOSA COUNTY
NEPOTISM POLICY
October, 2016

Purpose

The purpose of this policy is to establish the nepotism standard for the County of Mariposa. This policy is intended to avoid conflicts of interest between work-related and personal/family obligations; reduce favoritism or even the appearance of favoritism; and prevent personal/family conflicts from affecting the workplace.

Policy/Procedure

It is an express finding of the County that the situation specified in this section, the employment of relatives as that term is defined herein, is contrary to appropriate County goals of safety and efficiency. The purpose of this section is to define those specific circumstances and to delineate the manner in which such employment issues will be addressed.

For purposes of this policy, "relative" means spouse, child, step-child, parent, step-parent, grandparent, grandchild, brother, sister, step-brother, step-sister, aunt, uncle, niece, nephew, parent-in-law, brother-in-law, sister-in-law, legal guardian, and/or significant other as defined herein, and/or any other individual related by blood or marriage living in the same household as the County employee.

An employee is defined as any person who receives a County payroll check for services, full or part time, rendered to the County of Mariposa.

Relatives of employees shall not be employed in the same department of such a relative at any time by the County as further proscribed below.

As of the effective date of this Policy, County employees who are related (as defined herein) shall not be affected in their current job status except when the County Administrative Officer or his/her designee determines that the circumstances of that employment raises an undue hardship upon the other employees within the particular work unit and that such continued employment is detrimental to the supervision, safety, security and/or morale of the particular work unit.

It is found by the County that a business purpose exists and dictates that a prohibition on employment of relatives within County departments is essential to safety and efficiency when such employment result in any of the following:

- A supervisor-subordinate relationship;
- The employees having job duties, which authorize performance of shared duties on the same or related work assignment;

Attachment: Attachment P (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026)

- Both employees being under the jurisdiction of the same immediate supervisor; or
- An adverse impact on supervision, safety, security and/or morale.

Relatives working together in the same unit, division, or work site may be waived by the Department Head or his/her designee. However, where the Department Head determines that waiver is appropriate, he or she must notify the Human Resources Director of his or her decision as soon as practicable.

The definition of work site means the same office, station, or sub-station. Those working different areas such as: East Area Roads, North County Roads, South County patrol, North County patrol will not be effected due these being different work sites.

Those who are related that are required to work the same work site may at the discretion of the Department Head or his/her designee will not supervise each other. However, under no circumstances, shall relatives, as defined by the Policy or employees in a dating or married relationship be in a direct chain of command with each other at any work site.

Effect of Post-Employment Marriage or Creation of Other "Relative" Status of County Employees

In determining rules and regulations governing the employment of County employees who become related, as defined herein, after commencement of County employment, the County is guided by the principles enunciated in the California Fair Employment and Housing Act (FEHA) which prohibits discrimination on the grounds of marital status. However, FEHA and its Regulations defining the same do authorize restrictions being placed upon married County employees (or upon people deemed related as a result of marriage [i.e., in-laws]) where for business reasons of supervision, safety, security or morale, the employer may refuse to place one spouse or other relative under the direct supervision of another spouse or other relative and refuse to place both spouses or other relatives in the same department, division or facility if the work involves potential conflicts of interest or other hazards greater for married couples or other relatives than for other persons. (Cal. Code Reg., tit. 2, section 11057; Government Code section 12940(a) (3).)

Recognizing the principles stated above, the County determines that "marital status" is defined as an individual's state of marriage, non-marriage, divorce or dissolution, separation, widowhood, annulment, or other marital state for purpose of this policy. Further, a "spouse" is defined as a partner in marriage or domestic partner.

The County retains the right to refuse to place one spouse or other relative under the direct supervision of the other spouse where there is a potential for creating adverse impact on supervision, safety, security or morale.

Attachment: Attachment P (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026)

The County retains the right to refuse to place both spouses and other relatives in the same department where doing so has the potential for creating adverse impact on supervision, safety, security or morale or involves potential conflicts of interest.

In order to implement these policies, and where the above circumstances exist and mandate that two spouses or other relatives shall not work in a prohibited relationship, the Department will attempt to do any of the following: 1) redefine the job responsibilities of the related employees within the Department to minimize the conflict; or 2) if the redefinition of job status is not feasible, will attempt to transfer one spouse or other relative to a similarly classified position in another County department.

Although the wishes of the involved parties as to which spouse or other relative is to be transferred will be given consideration by the County, the controlling factor in determining who is to be transferred shall be based on the operational efficiency of the County.

If any such transfer results in a reduction in salary or compensation, the transfer shall not be considered disciplinary in nature and shall not be the subject of any form of administrative appeal.

In lieu of a transfer from one department to another, or in situations where no similar counterpart classification exists to which a spouse or other relative can be transferred, the County may request the voluntary resignation of one of the employees and if one of the employees does not voluntarily resign, the employee with the least employment experience/service with the County in the County of Mariposa may be discharged by the County Administrative Officer. Married or other related employees may continue to be employed within the same County department subject to approval by the Department Director and the County Administrative Officer or his/her designee. However, any such continuing employment is predicated upon both spouses or other similarly situated relative as defined in this Policy not reporting to the same immediate supervisor, not being supervised by each other, not working the same shift at the same work site; or, otherwise becoming involved in a work environment having the potential for adverse impact on supervision, safety, security or morale.

It is the duty of all involved employees who are in a situation prohibited under this policy to immediately notify their supervisor either in person or through the chain of command that a situation exists in which the involved employee may be in violation of this policy. The County reserves the right to reasonably investigate the situation and determine whether the employee has violated this policy.

Responsibility Assignments:

Human Resources Director:	*As assigned, responsible for coordinating the resolution of any concerns of nepotism.*
Department Directors:	*Responsible to ensure that appropriate hiring practices are upheld in their respective Department/Division.*

Attachment: Attachment P (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026)

County Administrative Officer:	*Responsible for implementing the policy and adjudication of instances of potential breach of this policy.*

Attachment: Attachment P (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026)

Attachment: Attachment P (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026)

MARIPOSA COUNTY

GUIDELINES FOR REFERENCE CHECKS

Table of Contents

Notice to all Employees 1

Acknowledgement of Receipt 2

Conducting and Responding to Reference Checks In-House 3

Conducting a Reference Check/Background Investigation 3-4

Responding to a Reference Check/Request for Background 5-6

Appendix A - Checklist for Initiating a Reference Check 7-8

Appendix B - Checklist for Conducting Reference Checks In-House 9-10

Appendix C - Applicant Employment Verification/Reference Check Form ...11-14

Appendix D - Waiver and Release of Information – Non-Sworn 15

Appendix E - Waiver and Release of Information - Sworn 16-17

Attachment: Attachment P (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026)

NOTICE TO ALL EMPLOYEES

POLICY ON RESPONDING TO REQUESTS FOR REFERENCE INFORMATION

To all Mariposa County employees:

Please take notice that Mariposa County has a comprehensive policy for responding to requests for reference information. Mariposa County expects all employees to be aware of and to strictly adhere to this policy. Mariposa County response policy for agencies that will only verify a former employee's dates of employment, position and other basic information is as follows:

1) Each and every request for reference information shall be referred to a first line supervisor or higher. If no supervisor is available, the request shall be referred to the Human Resources Department.

2) The supervisor or Director of the Human Resources Department shall ask the prospective employer to agree to receive and maintain all reference information in confidence. Information shall be provided only after the prospective employer agrees to this condition.

3) Before giving any response, the supervisor or Director of the Human Resources Department shall ensure that Mariposa County has received a written waiver signed by the applicant/former employee. The Human Resources Department shall maintain copies of all signed waivers.

4) Each and every response shall be provided in writing. The Human Resources Department shall maintain copies of all responses.

5) A supervisor shall draft a written response(s) and provide the draft response(s) to the Director of Human Resources for his/her review and approval. The reviewing official shall ensure that the reference information is supported by documentation, and is factually consistent with other reference responses.

6) To the extent possible, all Mariposa County employees who receive and respond to requests for reference information shall maintain the confidentiality of the reference information. The only individuals who should discuss and review the County's responses are those who draft and approve the reference information.

7) Any individual that violates this policy may be subject to discipline.

Attachment: Attachment P (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026)

ACKNOWLEDGMENT OF RECEIPT OF MARIPOSA COUNTY'S POLICY ON RESPONDING TO REFERENCE INFORMATION

I,_____[print employee's name], acknowledge receipt of Mariposa County's policy on responding to reference information. I understand and acknowledge that I am required to be aware of and adhere to the provisions in this policy. I further acknowledge that violation of this policy may result in discipline.

Employee signature: _____

Date: _____

Attachment: Attachment P (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026)

CONDUCTING AND RESPONDING TO REFERENCE CHECKS IN-HOUSE

A. CONDUCTING A REFERENCE CHECK/BACKGROUND INVESTIGATION

1. Purpose

The purpose of this policy is to ensure that Mariposa County ("the County"), through designated in-house background investigator(s)/reference checker, conducts thorough and adequate pre-employment background investigations/reference check of candidates in accordance with state and federal laws.

2. Signed Authorizations and Releases

The investigator shall ensure that all applicants have provided *signed* authorization and release forms for their employment information including copies of their personnel files. The Human Resources Department shall maintain the personnel files obtained from applicants' former and current employers.

The investigator should run credit checks on the applicants, if applicable to the particular job for which the County is recruiting. Before doing so, the investigator shall ensure that the applicants have provided *signed* election forms to obtain copies of any public records, e.g., criminal offender history information, civil judicial action, tax liens or outstanding judgments. The [Human Resources Department] shall maintain the credit history reports obtained.

The Human Resources Department shall maintain all public records obtained pertaining to applicants. Unless an applicant has elected not to receive them, the Human Resources Department shall provide the applicant with a copy of any public record which is obtained for employment purposes within seven (7) days after receipt of the public record information, whether the information is received in a written or oral form.

Even if the applicant has elected not to receive any public records information, if the County takes any adverse action, i.e., denies employment, because of the public records information, the Human Resources Department shall provide the applicant with a copy of the public record.

3. Carefully Review All Job Applications

The investigator shall review all job applications for completeness, including *signed* certifications.

- If an application reveals gaps in the employment history, the investigator should ask the applicant to explain the gaps.
- If an applicant requests that the County not contact his/her current employer, the investigator should ask for an explanation. Check whether the applicant has signed an authorization and release for the County to access and review his/her personnel file, otherwise, the applicant should provide a sealed copy of his/her personnel file to the County. The investigator should remind applicants of their right to review their personnel files in accordance with Labor Code section 1198.5.

Attachment: Attachment P (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026)

4. Verify Education, Licenses and Certifications

The investigator should contact the educational institutions listed on the job applications and verify that the applicants actually achieved the degrees required for the pertinent jobs.

The investigator should confirm that applicants' licenses and certifications, if appropriate, are valid. The investigator should also find out whether any licenses and/or certifications have been suspended or revoked, and why.

5. Verify Employment History

To verify employment history, investigators should telephonically contact or personally meet with the individuals, e.g., direct supervisors, department heads, who actually supervised the applicants at their prior and current employment. In the alternative, investigators may send a written questionnaire. If ambiguous answers are provided by applicants' former and/or current employers in response to the questionnaire, the investigator should follow up promptly with telephone or in-person contact.

- Ask questions which elicit only information that is relevant to determining the candidate's qualifications for the job. For example, if the job requires the individual to carry 50 pound boxes on daily basis, the investigator may ask whether the applicant was/is able to do so at his/her prior or current job.
- Do ***not*** ask for an applicant's detailed family history, including marital status. Do not ask about the applicant's membership in any category protected under state and federal laws, i.e., race, sex, national origin, skin color, religion, sexual orientation, physical or mental disability, medical condition and age.
- Do ***not*** ask whether an applicant has filed workers' compensation claims at his/her prior or current job.

6. Maintain Confidentiality of Source Information

The agency should maintain confidentiality of source information, particularly if the investigator agreed to maintain confidentiality in response to the request of any prior employer and/or current employer.

7. Criminal History Record Information

Mariposa County should obtain criminal history record information, i.e., conviction records, on applicants who met the minimum employment qualifications, and where appropriate for the job positions. Criminal history searches may only be conducted where the County Board of Supervisors has management staff to obtain criminal data.

Mariposa County shall obtain criminal history record information, including arrest records, on applicants for all sworn job positions. The Human Resources Department should disclose criminal data to authorized personnel on a need only basis. Criminal offender history information shall never be disclosed to individuals not employed with Mariposa County. The Human Resources Department should maintain criminal history record information in accordance with Mariposa County's records retention policy.

Attachment: Attachment P (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026)

8. Maintenance of Applicants' Information

The Human Resources Department shall maintain candidates' job applications and reference information including high school, college/university, and trade school transcripts and credit history reports.

The Human Resources Department shall maintain reference documents in confidential files separate from ordinary personnel files and criminal history record information.

The Human Resources Department shall maintain copies of all criminal history record information obtained from the Department of Justice, local police agencies, and/or the Federal Bureau of Investigation in confidential files separate from ordinary personnel files.

If the County or local agency is contacted for a reference check, please see elements of a sample background response policy below.

B. RESPONDING TO A REFERENCE CHECK/REQUEST FOR BACKGROUND

- Request that the prospective employer receive the reference information in confidence.
- Provide information only after the prospective employer agrees to provide and maintain confidentiality.
- PICK ONE OF FOLLOWING OPTIONS and use that option for each and every response:
  - (1) Provide a full disclosure response revealing all relevant facts about the applicant's background; or
  - (2) Verify the former employee's dates of employment and position held, including, if asked, whether your agency would rehire the applicant.
- Before giving a full disclosure response, make sure that your agency has received a written waiver signed by the applicant which provides that your agency is authorized to release the information you propose to release.
- Establish a centralized procedure for responding to requests. For example, requests for written responses might be distributed to the former employee's supervisors, but all of them should be reviewed by the Human Resources Director, or some other high-level manager. The reviewing official should make sure that the reference is supported by documentation and is factually consistent with other reference responses.
- Apply this policy to each request for background information.
- Provide information in writing. While some agencies choose to provide verbal responses, written responses are preferable because they create a clear record of the information provided.
- Maintain a confidential response process. The only individuals who should discuss and review the agency's reference are those who draft it.
- Maintain copies of the applicant's waiver, written questions and the agency's responses.

Attachment: Attachment P (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026)

APPENDIX A

CHECKLIST FOR INITIATING A REFERENCE CHECK

- ❑ Review applications for completeness:
    - Dates of employment
    - Names, addresses, telephone numbers and email addresses of current and former employers
    - Job positions held
    - Job duties
    - Beginning and ending rates of pay
    - Education
    - Licenses and Certifications
    - Reason(s) that prior employment(s) ended
    - Has the applicant ever been asked to resign?
    - Any sealed documents in the personnel file?
    - Any issue that would impact the agency's hiring decision?
    - Did applicant sign a certification stating that the information he/she provided is true and correct?
- ❑ Ask applicant to explain any and all gaps in his/her employment history.
- ❑ Ensure that you have the information necessary to verify employment history and work performance in a cost efficient manner. Obtain telephone numbers and email addresses for direct supervisors, Department Heads and Human Resources Directors.
- ❑ Ensure that the applicant has signed an authorization and release for the agency to obtain his/her employment information including a copy of his/her personnel files from current and former employers.
- ❑ Determine whether you will conduct the reference check in-house or hire an outside investigator.
    - In-house investigators should be aware of the legal restrictions on conducting background checks.
    - Before hiring an outside investigator, agencies should verify the outside investigator's license.
- ❑ Determine which candidates will be investigated.

Attachment: Attachment P (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026)

- ❑ If the background investigation will be conducted by an outside investigator, ensure that each applicant receives notice that you will be conducting a background investigation for employment purposes and that you may obtain an investigative consumer report.
    - Provide the notice concurrently with the job application. The notice should disclose that the investigative consumer report may contain information about the applicant's character, general reputation, personal characteristics, and mode of living and medical information.
    - Provide an election form concurrently with the job application. The applicant should indicate whether he/she wants to receive a copy of any investigative consumer report.
    - Is the election form completed and signed by applicant?
- ❑ If the background investigation will be conducted ***in-house***, ensure that each applicant has been provided with notice that he/she has the right to obtain a copy of any public records obtained.
    - Provide the notice and an election form concurrently with the job application. The applicant should indicate whether he/she wants a copy of any public records obtained.
    - Is the election form completed and signed by applicant?
- ❑ If a consumer credit report will be sought, ensure that each applicant has been provided with notice of the specific reason under Labor Code § 1024.5 for obtaining the report prior to the request.
    - Provide the notice concurrently with the job application.

Attachment: Attachment P (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026)

APPENDIX B

CHECKLIST FOR CONDUCTING REFERENCE CHECKS IN-HOUSE

- ❑ Contact all persons to verify key information about the applicant's employment history and work performance.
    - Direct Supervisors
    - Department Heads
    - Human Resources Directors
- ❑ Advise each reference that you will keep source information confidential.
- ❑ Ask each reference whether he/she would re-hire the applicant.
- ❑ Document all information obtained, e.g., date, time, source name and contact information and comments.
- ❑ Consider obtaining a copy of the applicant's personnel file(s) when:
    - All former and current employers have a policy of providing no information or providing only basic information, e.g., employment dates.
    - If the applicant does not want you to contact his/her current employer, then ask the applicant to provide a sealed copy of his/her personnel file.
- ❑ If the candidate is applying for a position which has educational requirements, verify the candidate's education with the college/university or school identified in the application.
- ❑ If the candidate is applying for a position which requires a special license or certification, verify information with the pertinent licensing/certification agency.
    - Is the license/certification is still valid?
    - Has the license/certification ever been suspended or revoked?
- ❑ Request criminal history information from the California Attorney General if your agency's governing body approves the acquisition of criminal histories in the application process. (Pen. Code § 11105.3.)
- ❑ Under Labor Code section 432.7, agencies should **not** consider the following criminal history information:
    - arrests which did not result in convictions;
    - referrals to diversion programs;
    - convictions that have been sealed or expunged;
- ❑ Under Labor Code section 432.8, agencies should **not** consider marijuana related convictions which are more than two years old. Specifically, you should not consider two- year plus convictions for violations of subdivision (b) or (c) of section 11357 of the Health and Safety Code or a statutory predecessor thereof, or subdivision (c) of section 11360 of the Health and Safety Code, or section 11364, 11365, or 11550 as they related to marijuana prior to January 1, 1976, or a statutory predecessor thereof.

Attachment: Attachment P (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026)

- ❑ Under California Fair Employment and Housing Commission Regulations (Cal. Code of Regulations., tit. 2, § 11017), agencies should not consider any conviction for which the record has been judicially ordered sealed, expunged, or statutorily eradicated (e.g., juvenile offense records sealed pursuant to Welfare and Institutions Code section 389 and Penal Code sections 851.7 or 1203.45); any misdemeanor conviction for which probation has been successfully completed or otherwise discharged and the case has been judicially dismissed pursuant to Penal Code section 1203.4
- ❑ Agencies employing peace officers may obtain and use arrest information when deciding whether to hire peace officer candidates (including marijuana related convictions which are more than two years old). Information contained in an arrest report may be used as the starting point for an independent, internal investigation of a peace officer candidate. (Lab. Code, § 432.7.)
- ❑ If your agency is hiring a peace officer candidate:
    - Comply with P.O.S.T. regulations for conducting peace officer background checks.
    - Provide the former employer with the agency's written request for the candidate's employment information.
    - Provide the former employer with a **notarized** authorization which is signed by the peace officer candidate that releases the former employer from liability. (Gov. Code, § 1031.1.)
    - Present both the written request and notarized authorization to the former employer.
- ❑ Public health facilities may ask applicants about arrests for violations of California Penal Code section 290 and Health and Safety Code section 11590. (Lab. Code, § 432.7.)
- ❑ Individuals applying to perform services at a park, playground, recreational center or beach, in positions of supervisory/disciplinary power over minors must complete applications regarding convictions of specified crimes. Affirmative answers would disqualify the applicant from employment. (Pub. Res. Code, § 5164.)
- ❑ School districts may request local law enforcement agencies to conduct automated criminal records searches on candidates for non-faculty positions. (Ed. Code, § 45125.5.)
- ❑ If your agency decides not to hire the applicant, provide a copy of all public records obtained to the applicant. (Cal. Civ. Code, § 1786.53, subdivision (b) (4).)

Attachment: Attachment P (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026)

APPENDIX C

APPLICANT EMPLOYMENT VERIFICATION AND REFERENCE CHECK FORM

ATTENTION:

Your firm/agency has been listed by an applicant for employment with Mariposa County as a current or previous employer. This form and signed release from the applicant are being sent to you as part of the reference/background check on this applicant. Your honest response to the following inquiries would be appreciated.

Any and all responses will be maintained with strict CONFIDENTIALITY and will only be considered in regards to the applicant's ability to perform the functions of the position applied for within the stipulated workplace environment.

California Civil Code section 47 grants protection from tortious liability to California employers who provide references upon request about prospective employees to other employers if the references are based on fact and not maliciously intended. It also grants protection to privileged communications of employment references with the intent to encourage employers to openly respond to questions from prospective employers concerning the job performance and knowledge of their employees.

1) Name of Applicant: _____

2) Social Security Number: _____

CERTIFICATION OF NON-EMPLOYEE STATUS

[ ] "I certify under penalty of perjury that I/we have no records for an employee either under this name or social security number."

Signed: _____ Dated: _____

Title: _____ Phone #: _____

NOTE: **If you would rather discuss this information by telephone interview, please check the box below the signature area on page 13 of this form.**

Attachment: Attachment P (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026)

3) The above applicant indicates that he/she was employed by you during the period of _____ to _____.

Is this substantially correct? [ ] Yes [ ] No

If not, what are the correct dates of hire/termination?
_____ to _____.

EMPLOYMENT REFERENCE INQUIRY:

4) The applicant indicates that his/her job classification was/is: _____

Is this substantially correct? [ ] Yes [ ] No

If not, what is the correct job classification/title? _____

5) The applicant indicates that his/her highest salary received while in your employment was approximately: $_____ per [ ] Hour [ ] Day [ ] Month

Is this substantially correct? [ ] Yes [ ] No

6) The applicant indicates that his/her normal job duties in his/her job classification were as follows: _____
_____
_____
_____

Is this substantially correct? [ ] Yes [ ] No

If not, please cross out any items you feel were not assigned or performed by the employee.

Effectively managing critical workplace incidents, especially those dealing with actual or potential violence, is a top priority of the County. The County is committed to providing a safe work environment to its employees that is free of violence or the threat of violence. **The following actions are considered to be acts of violence:**

- *Striking, punching, slapping or assaulting another person;*
- *Fighting or challenging another person to fight;*
- *Grabbing, pinching or touching another person in an unwanted way (sexual or otherwise);*
- *Engaging in dangerous, threatening or unwanted horseplay;*
- *Possession, use or threat of use of a gun, knife or other weapon of any kind on employer's property, including parking lots, company vehicles, or while engaged in activities for the firm/agency in other locations; and*
- *Threatening harm or harming another person, or any other action or conduct which implies the threat of harm.*

Attachment: Attachment P (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026)

7) Relative to the above statement and examples of violent acts or an implied threat of violence on the previous page, during the time the applicant was employed by you, do you have any knowledge concerning allegations or known instances regarding the following:

a) That the applicant verbally threatened another worker or supervisor?

[ ] Yes [ ] No

b) That the applicant was involved in a physical confrontation with another employee or client?

[ ] Yes [ ] No

c) That the applicant has ever exhibited behavior or made remarks that could be considered as being threatening or alluding to violence against a coworker, supervisor, spouse or client?

[ ] Yes [ ] No

8) Please rate the applicant's overall work attendance record during his/her employment with you:

9) Applicant indicates that the reason for leaving employment with you was:

_____

Is this essentially correct? [ ] Yes [ ] No

If not correct, please indicate why this applicant left your employment:

[ ] Still employed
[ ] Layoff
[ ] Resignation
[ ] Disability Retirement/Leave
[ ] Involuntary Separation
[ ] _____

Attachment: Attachment P (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026)

Are there any significant issues involving the applicant, which have not been addressed above, that you think would impact the County's hiring decision? If yes, please explain below:

_____

_____

Do you have any other comments which you feel are relevant to this reference inquiry?

_____

_____

_____

Completed by: _____ Date: _____
Signature

Print Name: _____ Phone: _____

Title: _____

[ ] **CHECK HERE IF YOU WOULD RATHER DISCUSS THIS INFORMATION BY TELEPHONE INTERVIEW**

PLEASE RETURN IN THE ENCLOSED STAMPED AND ADDRESSED ENVELOPE NO LATER THAN _____

Attachment: Attachment P (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026)

APPENDIX D

WAIVER AND RELEASE OF INFORMATION NON-SWORN (INCLUDING FIRE PERSONNEL)

I,_____(print name), hereby request, authorize and consent to the release of information to Mariposa County regarding my previous and/or current employment with____ _____(name of Responding Agency) for the purpose of evaluating my suitability for employment.

I further authorize _____ (name of Responding Agency) or its agents to respond to any verbal or written request regarding my employment record, including but not limited to: positions held; dates of employment; beginning and end pay rates; work performance; disciplinary records, including any records which were sealed as part of a settlement; reliability and any incidents of dishonest; insubordination, violence and/or unsafe behavior; harmful or threatening behavior, including information based upon materials in my personnel file. I direct (name of Responding Agency) or its agents to release such information regardless of any agreement, instructions or representations I may have previously made with Responding Agency to the contrary. I further authorize _____ (name of Responding Agency) or its agents to answer whether it would rehire me.

In addition, I authorize_____(name of Responding Agency) to release the contents of and/or to provide a photocopy of my entire personnel file with Responding Agency, if requested by Mariposa County including any documents sealed pursuant to any settlement agreement or stipulation, and all application information including questionnaires, interviews, and education transcripts. I further authorize the disclosure of all records to which, as an employee, I would have or did have access under Labor Code section 1198.5 [For firefighters add: Government Code sections 3255 and 3256].

I have received a copy of this Waiver and Release and had adequate time to review it. I understand the meaning and purpose of this Waiver and Release, and by signing this document, I release_____ (name of Responding Agency) including its officers, employees, or related personnel both individually and collectively, from any and all liability for damage of whatever kind, which may at any time result to me, my heirs, and family associates because of this Waiver and Release or any attempt to comply with it. Specifically, _____ (name of Responding Agency) will not be subject to any civil liability for any relevant cause of action by virtue of releasing information identified above in compliance with California Civil Code section 47 as amended.

This Waiver and Release will expire one (1) year after the date signed. A photocopy of this Waiver and Release is to be considered as valid as an original.

_____ _____

Signature of Applicant Date

Attachment: Attachment P (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026)

APPENDIX E

WAIVER AND RELEASE OF INFORMATION SWORN

I,_____(print name), hereby request, authorize and consent to the release of information to Mariposa County regarding my previous/current employment with_ _____(name of Responding Agency) for the purpose of evaluating my suitability for employment. I further authorize _____ _____ (name of Responding Agency) or its agent to respond forthrightly to any verbal or written request regarding my employment record, including but not limited to: positions held; dates of employment; beginning and end pay rates; work performance; disciplinary records, including any records which were sealed as part of a settlement; reliability and any incidents of dishonest; insubordination, violence and/or unsafe behavior; harmful or threatening behavior, including information based upon materials in my personnel file. I direct the_____(name of Responding Agency) or its agents to release such information regardless of any agreement, instructions or representations I may have previously made with Responding Agency to the contrary. I further authorize_____ _____(name of Responding Agency) or its agents to answer whether_____(name of Responding Agency) would rehire me.

In addition, I authorize_____(name of Responding Agency) to release the contents and/or to provide a photocopy of my entire personnel file with Responding Agency, if requested by Mariposa County, including any documents sealed pursuant to any settlement agreement or stipulation and all application information, including questionnaires, interviews, education transcripts and polygraph examination results. If the prospective employer is a law enforcement agency, I authorize the _____ (name of Responding Agency) to release all information that it obtained from my prior employers. (Gov. Code, § 1031.1.) If the prospective employer is a governmental agency, I authorize Responding Agency to provide local criminal history information (conviction information; arrest information within five years from date of arrest and where no post arrest diversion program was completed). (Lab. Code, § 432.7; Pen. Code, § 13203.)

I am aware that my personnel file or information contained therein may be considered confidential under subdivision (c) of Government Code section 6254 and Penal Code section 832.7, and therefore subject to disclosure only pursuant to a noticed motion under Evidence Code section 1043 et seq. By signing this authorization, **I HEREBY WAIVE ANY AND ALL RIGHTS** to have any record(s) or information contained therein disclosed only by noticed motion. I also authorize the disclosure of all records to which, as an employee, I would have or did have access under Labor Code section 1198.5 and Government Code section 3306.5.

I have received a copy of this Waiver and Release and had adequate time to review it. I understand the meaning and purpose of this Waiver and Release, and by signing this document, I release_____(name of Responding Agency) including its officers, employees, or related personnel both individually and collectively, from any and all liability for damage of whatever kind, which may at any time result to me, my heirs, and family associates because of this Waiver and Release or any attempt to comply with it. Specifically,

Attachment: Attachment P (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026)

_____ (name of Responding Agency) will not be subject to any civil liability for any relevant cause of action by virtue of releasing information identified above in compliance with Government Code section 1031.1 and California Civil Code section 47 as amended.

This Waiver and Release will expire one (1) year after the date signed. A photocopy of this Waiver and Release is to be considered as valid as an original.

SIGNATURE MUST BE NOTARIZED

_____ _____
Signature of Applicant Date

County of_____,

State of California

On_____, before me _____
Print Name/Title of Notary Public

personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to within instrument, and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person or entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

_____
Signature of Notary Public

Attachment: Attachment P (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026)

MARIPOSA COUNTY

SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU) Local 521

MEMORANDUM OF UNDERSTANDING
November 1, 2019 - October 31, 2023

Attachment: Attachment P (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026)

Attachment: Attachment P (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026)

TABLE OF CONTENTS

PREAMBLE 5

ARTICLE 1 - RECOGNITION 5

ARTICLE 2 - DEFINITIONS 5

Section 2.1 - Recognized Employee Organization 5
Section 2.2 - Employee 5
Section 2.3 - Management Employee 5
Section 2.4 - Confidential Employee 5
Section 2.5 - Permanent Full-Time and Part-Time Employees 6
Section 2.6 - Extra Help Employee 6
Section 2.7 - Anniversary Date 6

ARTICLE 3 - NON-DISCRIMINATION 6

ARTICLE 4 - MANAGEMENT RIGHTS 6

ARTICLE 5 - UNION RIGHTS 8

Section 5.1 - Stewards and Release Time 8
Section 5.2 - Bulletin Boards, Use of Facilities 9
Section 5.3 - Union Security 10
Secion 5.4 - New Employee Orientation 11

ARTICLE 6 - COMPENSATION 13

Section 6.1 - Salaries 13
Section 6.2 - Pay Practices 14
Section 6.3 - Differentials/Allowances 15
Section 6.4 - Benefits 20

ARTICLE 7 - STATUS OF EMPLOYEES 24

Section 7.1 - Status of New Employees 24
Section 7.2 - Status of Permanent Employees 25
Section 7.3 - Evaluations 26
Section 7.4 - Rights. 26
Section 7.5 - Career Ladders 26

ARTICLE 8 - ATTENDANCE AND LEAVES 26

Section 8.1 - Working Hours....27
Section 8.2 - Schedule Changes....28
Section 8.3 - Leaves....29

ARTICLE 9 - HOLIDAYS....35

Section 9.1 - Legal Holidays....35
Section 9.2 - Individual Holidays....36
Section 9.3 - Holiday Pay....36

ARTICLE 10 - TRAVEL POLICY....36

Section 10.1 - In-County Travel....36
Section 10.2 - Out-of-County Travel....37
Section 10.3 - Non-Reimbursable Items....38

ARTICLE 11 - RECLASSIFICATION AND OUT-OF-CLASS WORK....38

Section 11.1 Out-of-Class Work....38
Section 11.2 - Procedures....38
Section 11.3 – Merit System....39

ARTICLE 12 - SENIORITY & LAYOFF....39

Section 12.1 - Seniority Defined....39
Section 12.2 - Order of Layoff....39
Section 12.3 - Notice of Layoff....39
Section 12.4 - Reassignment in Lieu of Layoff....39
Section 12.5 - Layoff....40
Section 12.6 - Re-employment List....40
Section 12.7 - Seniority Accrual....40

ARTICLE 13 - EMPLOYEE DISCIPLINE....41

Section 13.1 - Just Cause....41
Section 13.2 - Notice of Intent to Discharge, Demote, or Suspend....42
Section 13.3 - Decision to Discharge, Demote, or Suspend....43
Section 13.4 - Immediate Demotion or Suspension Without Pay or Benefits of Permanent Employee....44
Section 13.5 - Immediate Interim Suspension....45

ARTICLE 14 - GRIEVANCE PROCEDURE....45

Attachment: Attachment P (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026)

Section 14.1 - Definitions 45
Section 14.2 - Pre-Grievance Step 45
Section 14.3 - Formal Grievance 46
Section 14.4 - Miscellaneous Provisions 48

ARTICLE 15 - PERSONNEL FILES 48

ARTICLE 16 - SAFETY 49

ARTICLE 17 - NO STRIKE/ NO LOCKOUT 49

ARTICLE 18 - ENTIRE AGREEMENT 50

ARTICLE 19 - SAVINGS 51

ARTICLE 20 - DURATION 52

APPENDIX A - Job Classifications/Salary Range Schedule

APPENDIX B - Alternate Work Schedules

INDEX

Attachment: Attachment P (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026)

Attachment: Attachment P (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026)

PREAMBLE

The parties to this Memorandum of Understanding are the Mariposa County Board of Supervisors ("County") and the Service Employees International Union, Local 521 ("Union").

ARTICLE 1 - RECOGNITION

The County recognizes the Union as the Recognized Employee Organization, as defined in the County Employer/Employee Relations Ordinance for all regular full-time and permanent part-time employees occupying classes listed in the attached Appendix "A," but excluding confidential employees.

ARTICLE 2 - DEFINITIONS

Section 2.1 - Recognized Employee Organization

"Recognized Employee Organization" means a registered employee organization, which has the exclusive right to represent the employees in a representation unit pursuant to a vote of the employees in that unit.

Section 2.2 - Employee

"Employee" means any person employed by the County, excepting those persons elected by popular vote, appointed to fill the unexpired term of an elected office, or appointed to office by the governor of the State of California.

Section 2.3 - Management Employee

"Management Employee" means an employee having significant responsibilities in formulating and/or administering County policy. This shall include those that act on behalf of a department head in his/her absence. Management employees are designated by the Board of Supervisors without a meet and confer or meet and consult process.

Section 2.4 - Confidential Employee

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

scope of bargaining. The County will notify the Union in advance of any proposed changes to confidential employee designations.

Section 2.5 - Permanent Full-Time and Part-Time Employees

"Regular Full-Time Employees" means all permanent and probationary salaried employees, working a full work schedule, excluding extra help employees. "Permanent Part-Time Employees" are employees working in classifications listed in Appendix "A" on less than a full time basis. Permanent part-time employees will accrue benefits and seniority on a pro-rated basis according to the number of hours worked.

Section 2.6 - Extra Help Employee

"Extra Help Employee" means any employee who is not a regular full-time or permanent part-time employee and is paid on an hourly basis.

Section 2.7 - Anniversary Date

"Anniversary Date" means an employee's original date of hire into a permanent classification covered by this Memorandum of Understanding. For all purposes except the extension of a probationary period, step raises and evaluations subsequent to a demotion or promotion, an employee's anniversary date shall not be changed unless seniority stops accruing or is broken, as is specified in Article 12, Seniority and Layoff, Section 12.7, Seniority Accrual. An employee's anniversary date in a classification may be changed when a probationary period is extended and upon promotion or demotion, for purposes of evaluation and granting of step increases only, as specified in Article 6, Compensation, Section 6.2.3, Promotion, and Section 6.2.4, Demotion.

ARTICLE 3 - NON-DISCRIMINATION

Neither the County nor the Union shall discriminate against an employee covered by this Memorandum of Understanding in violation of a relevant federal, state or local statute.

ARTICLE 4 - MANAGEMENT RIGHTS

Section 4.1

The Union agrees that the County has complete authority for the policies and administration of all County departments, which it shall exercise under the provisions of law and in fulfilling its responsibilities under this Memorandum of Understanding.

Attachment: Attachment P (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026)

Section 4.2

Any matter involving the management of governmental operations vested by law in the County and not covered by this Memorandum of Understanding is in the province of the County.

Section 4.3

The Mariposa County Board of Supervisors, hereinafter referred to as "Board", on its own behalf and on behalf of the County, hereby retains and reserves unto itself all rights, power, authority, duty and responsibility confirmed on and vested in it by the laws and Constitution of the State of California.

Section 4.4

The exercise of any such right, power, authority, duty, or responsibility by the Board and the adoption of such rules, regulations, and policies "Rules, Regulations, and Policies" as it may deem necessary and as they apply to employees represented by the Union shall be limited only by the specific and express terms of this Memorandum of Understanding.

Section 4.5

The management of the County government and the direction of the work force of the County are vested exclusively in the County subject to the terms of this Memorandum of Understanding. The existing rights of the County include but are not limited to the following:

4.5.1 - Direct the work of its employees;

4.5.2 - Hire, promote, demote, transfer, assign, and retain employees in positions within the County, subject to this Memorandum of Understanding;

4.5.3 - Discipline employees in accordance with this Memorandum of Understanding;

4.5.4 - Maintain the efficiency of governmental operation;

4.5.5 - Relieve employees from duties because of lack of work subject to this Memorandum of Understanding;

4.5.6 - Take actions as may be necessary to carry out the County services in emergencies; and

4.5.7 - Determine the methods, means and personnel by which operations are to be carried out.

Attachment: Attachment P (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026)

4.5.8 – The County reserves the right to consider and implement employee layoffs and furloughs at any point during the term of this Memorandum of Understanding. In the event layoffs or furloughs are implemented, the County will meet and confer regarding the effects of such layoffs or furloughs on terms and conditions of employment of the bargaining unit.

ARTICLE 5 - UNION RIGHTS

Section 5.1 - Stewards and Release Time

5.1.1 - Notification of Stewards. The Union shall notify the County of the names of its stewards within 10 days of their selection. Alternate stewards may be designated to serve in the absence of the steward. Stewards shall contact County department heads when carrying out their duties.

5.1.2 - Release Time. The Union's designated steward will be granted reasonable release time to conduct and participate in representational activities for the Union, as specified below.

5.1.3 - Labor Negotiations. The County will provide release time for the Union's designated negotiating committee. Reasonable release time is defined as two hours immediately preceding scheduled negotiations to prepare for negotiations with the County. Release time will be granted for no more than four (4) representatives, including alternatives. The provisions of the section will be subject to more specific and/or different release time provisions in the parties' agreed to written ground rules for successor contract negotiations, in which case, the ground rules on release time will govern for those negotiations only.

5.1.3.1 - Compensated Time Off. Union negotiating committee team members who attend negotiations during their off duty time will be permitted to use their vacation or compensatory time off to attend scheduled negotiations.

5.1.3.2 - Resource Members. Bargaining unit members not part of the Union negotiating committee who are asked to attend a particular negotiation session as a resource member will be allowed to attend the session on their own time, using leave without pay, vacation, or compensatory time off.

5.1.4 - Grievance Processing. The employee grievant and one Union steward will be granted release time for the purpose of attending all formal steps of the MOU grievance procedure.

The Union agrees that preparation of the grievance and conferencing on the subject of the grievance by the respective employee and the union representative shall be done at times

Attachment: Attachment P (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026)

other than during working hours, unless expressly authorized by the County Administrative Officer.

5.1.5 – Investigatory Interviews. One Union steward will be allowed release time to attend investigative interviews of unit members under investigation for misconduct and/or performance deficiencies. Release time for this situation will be provided only where representation by a Union employee or other outside Union representative is not available to the unit member under investigation, or where the unit member requests representation by the steward in lieu of the Union employee or other outside Union representative.

Section 5.2 - Bulletin Boards, Use of Facilities

5.2.1 - Bulletin Boards. The Union shall be provided reasonable use of existing bulletin board space in each building or department at a location agreed upon by the Union and the department, under the following conditions:

1) Material shall be posted on space as designated;

2) Posted material shall bear the identity of the organization;

3) Posted material shall not be misleading, contain any deliberate misstatements or violate any federal, state or county laws;

4) Material shall be neatly displayed and shall be removed when no longer timely.

5.2.2 - Visitation and Distribution. The Union may have an authorized representative contact members of the Union in County facilities and leave literature and material for distribution, provided he/she has first made arrangements with the department head, or his/her representative, to provide for a time which does not disrupt county business.

5.2.3 - Facilities. County facilities shall be made available to the Union for meeting purposes only provided that appropriate advance arrangements are made. A charge at the prevailing county rates may be made to offset the cost of such use.

5.2.4 - Names and Addresses of Covered Workers. The County shall supply the Union with names, addresses and classifications of all workers within the unit represented by the Union. Such lists shall be supplied upon request of the Union at a reasonable charge. The County shall further supply a list of all new hires, including classification and work location to the Union on a monthly basis when submitting the dues/fees report.

5.2.5 - Notification of Union Coverage. The County shall present new employees who are covered by this Memorandum of Understanding with a copy of this Memorandum of Understanding at the time of hire.

Attachment: Attachment P (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026)

5.2.6 - Printing of Memorandum of Understanding. The parties agree to share equally the cost of printing bound copies of this Memorandum of Understanding.

5.2.7 – Copy of Budget. The County will provide a copy of the draft proposed annual budget when it is available, and prior to the formal budget hearings each year.

Section 5.3 - Union Security

5.3.1 - The Union agrees that it has a duty to provide fair and nondiscriminatory representation to all employees in the units for which this Agreement is applicable regardless of whether they are members of the Union.

5.3.2 - Employee Payroll Deductions: The County will comply with Senate Bill 866 (2018), and the Government Code sections referenced thereunder, as amended. This law requires that the County, through its payroll processor, deduct from the pay of each employee in a position subject to this MOU, Union dues and voluntary contributions to the Union's Committee On Political Education (COPE) authorized by the employee.

5.3.3 - Union List: The Union, via a representative of the Union who has the authority to bind the Union, shall provide the County a monthly list, in an electronic mailable format, of all employees who have authorized dues deductions. The list shall contain the employee's name and the date of authorization for dues deduction. The list shall be e-mailed to the Payroll Specialist. The County shall rely on the Union's explanations in this certified list regarding whether authorization/revocation/change in deductions has been requested by the employee. Consistent with payroll practice, the Union must provide the list by no later than the fifteenth day of each month (earlier, if the last workday is prior to the fifteenth).

5.3.4 - County List: The County, via its payroll processor, shall provide on a monthly basis a list of all employees and the amount of dues and voluntary contributions, so deducted. The provisions of this Agreement shall not apply during periods that an employee is separated from the representation unit but shall be reinstated upon the return of the employee to the representation unit. The term "separation" includes transfer out of the unit, layoff, and unpaid leave of absence with a duration of more than thirty (30) days.

5.3.5 - Employee Questions: Questions regarding starting or changing deductions covered in this section shall be directed to a Union representative.

5.3.6 - Possession of Payroll Deduction Authorization Forms: An employee in or hired into a job classification represented by the Union shall authorize deductions either electronically, through voice authorization or paper form. If the Union provides the County a written certification that it has and will maintain individual employee authorizations for the deductions transmitted by the Union to the County per section 5.3.3, it shall not provide a copy of the individual authorization. However, if a dispute arises regarding the employee's authorization for the deductions listed in this section, the

Attachment: Attachment P (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026)

County may request a copy of the employee's authorization.

5.3.7 - Change in Dues Authorization: The County, through its payroll processor, will process requests from the Union to start, change, or cancel a deduction (dues and voluntary contributions to COPE) pursuant to this Article within one (1) pay period of receipt of the list requesting to do so. In order for the County's payroll processor to timely comply, the Union must provide a timely list consistent with section 5.3.3 above. The County will not process any requests to revoke or change authorizations that may come to it directly from a County employee. The County, via its payroll processor, shall transmit such payments to the Union via check or electronic funds transfer no later than thirty (30) days after the deduction from the employee's earnings occur.

5.3.8 - Forfeiture of Deductions: If the balance of an employee's wages, after all other involuntary and insurance premium deductions are made in any one pay period, is not sufficient to pay deductions required by this Agreement, no such deduction shall be made for that period.

5.3.9 - Hold Harmless: The authorization for payroll deductions described in this Agreement shall specifically require the employee to agree to hold the County harmless from all claims, demands, suits or other forms of liability that may arise against the County for or on account of any deduction made from the wages of such employee.

The Union shall defend, indemnify and save the County harmless against any and all claims, demands, suits, orders, judgments or other forms of liability that shall arise out of or by reason of, action taken or not taken by the County under this Agreement. This includes not only the County's reasonable attorney fees and costs but the reasonable cost of management preparation time as well. The County shall notify the Union of such costs on a case-by-case basis.

The indemnification and hold harmless language of this section shall apply additionally to the County or other designated payroll processor in any action in which the County's payroll processor is named in its capacity as the party responsible for administering the payroll for the County.

In no event shall the County be required to pay from its own funds Union dues or other deductions that the employee was obligated to pay to the Union, but failed to pay, regardless of the reasons.

Section 5.4 – New Employee Orientation

5.4.1 -Notification

This shall apply to all new employees hired after December 18, 2018, who are appointed to a classification within the bargaining unit for which the Union is recognized as the exclusively recognized employee organization. The Parties acknowledge that the County provides a new

Attachment: Attachment P (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026)

Attachment: Attachment P (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026)

employee orientation meeting ("orientation") to all new employees hired by the County but does not distinguish between bargaining units in conducting the orientation. An outline of the orientation meeting will be provided by the County in advance of the meeting.

The Union will be provided not less than ten (10) calendar days' advance notice of the time, date and location of the orientation, including the number of bargaining unit employees in attendance. The notice requirement shall apply to both County-wide and department level new hire orientations. An exception to the ten (10) calendar days' advance notice requirement is if there is an urgent need for meeting in less than ten (10) calendar days' that is critical to the County's operations and is not reasonably foreseeable.

5.4.2 – Union and Employee Participation

The Union will be given fifteen (15) minutes at the end but also part of the new employee orientation meeting to present Union membership information to employees in the Union's bargaining unit. No more than two (2) representatives of the Union may present the information to the employees. This could include a Chapter board member, officer, or steward and a Union representative designated by the Union.

The purpose of the meeting will be to discuss the rights and obligations created by the governing MOU, the role of representation, and to answer any questions. Management representatives shall excuse themselves and not be present during the Union portion of the orientation.

An employee's attendance at the new employee orientation including the portion of the orientation conducted by the Union is mandatory. An employee who is unable to attend the new employee orientation in person may request to attend and be approved to participate in another new employee orientation offered by the County that is close in time to the original orientation. Attendance includes the Union portion of the orientation.

Union representatives who are County employees and are conducting the orientation during their regular work hours will be granted release time to attend and travel to and from the orientation, provided the Union provides County HR with the employee's name at least five (5) calendar days prior to the orientation. Employees shall be released for this purpose unless unusual operational needs interfere with the release, in which case the employee and the Union will be provided with a written explanation of why the employee could not be released.

The County shall not disclose the date/time/place of the new employee orientation to anyone other than employees, the exclusive bargaining representative, and any vendors who are contracted to provide a service at the new employee orientation.

5.4.3 – Information Provided

The County will provide the Union with a digital file via email to the email address designated by the Union containing the following information to the extent the County has the information on

file:

- Name
- Job title
- Department
- Work location
- Work, home, and personal cellular telephone numbers
- Personal email addresses on file with the County (new hires only)
- Home address

The Union acknowledges and understands that the County is working diligently and in good faith to update its contact information database functionality to incorporate all the fields of contact information listed above. As a result, the County may not initially be able to provide all of the information in the fields listed above in the initial digital files provided but intends to do so in subsequent digital files provided to the Union and will notify the Union on the status of this database update.

Such information will be provided as follows:

- For new hires, at the end of each month.
- Regularly, for all bargaining unit employees on each calendar year quarter.

Notwithstanding the foregoing, limited to the express purpose of the requirements of Government Code Section 3558 only, an employee may opt out via written request to the County (copy to the Union) to direct the County to withhold disclosure of the employee's:

- Home address
- Home telephone number
- Personal cellular telephone number
- Personal email address

Either party may grieve a violation of this article to the extent permitted by the terms of the MOU Grievance Policy.

ARTICLE 6 - COMPENSATION

Section 6.1 - Salaries

An employee shall be paid a salary within the monthly range, or rate or equivalent hourly rate, established for the class of position to which the employee has been appointed as provided in the Salary Resolution. The wage scale and job classifications as set forth in Appendix "A" attached hereto shall apply to all employees covered by this Memorandum of Understanding and shall be made a part thereof.

6.1.1 - Wage Increase.
Wages for employees covered by this MOU shall be increased across the board as follows:

Attachment: Attachment P (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026)

Three and one-quarter percent (3.25%) effective November 1, 2019.
Three and one-half percent (3.50%) effective November 1, 2020.

Salary increases for years 3 and 4 of the Agreement, which will be effective November 1, 2021 and November 1, 2022, respectively, will be at least two and three-quarter percent (2.75%) and not more than four and one-quarter percent (4.25%). The actual amount of the increase each year within 2.75% and 4.25% will be determined by the lesser amount of the two following calculations:

The 12-month change in the San Francisco Area Annual Consumer Price Index for all Urban Consumers (CPI-U) issued by the Bureau of Labor Statistics as reported in August of 2021 or 2022, respectively.

The actual percentage of growth in the County's General Purpose Revenue between Fiscal Years 2019-20 and 2020-21 for Year 3 salary adjustment; and between Fiscal Years 2020-21 and 2021-22 for Year 4 salary adjustment.

6.1.2 - Equity Adjustments
Effective November 1, 2019, provide equity adjustments as follows:

Alcohol & Drug Specialist II – 10.51% (and appropriate adjustments to Alcohol & Drug Specialist I, Alcohol & Drug Specialist III, and Senior Alcohol & Drug Specialist to maintain current salary spread between levels in this series following the 10.51% adjustment to Alcohol & Drug Specialist II)
Maintenance and Construction Supervisor – 10.63%
Maintenance Supervisor-Facilities – 10.63%
Recreation Supervisor – 12.01%
Staff Development Coordinator – 15.76%

Section 6.2 - Pay Practices

6.2.1 - Schedule of Payments. Employees shall be paid on the last working day of each calendar month. Employees may voluntarily agree to payroll deductions to contribute to the Union's Committee on Political Education (COPE.)

6.2.2 - Merit Advancement Within Range. An employee may be advanced after one year's service in a specific classification, and each year thereafter he/she serves in that specific classification, to the next higher step of the salary range approved for the class of position the employee fills if the employee has earned such advancement according to Section 7.3, Evaluations. An employee who has served an extended probationary period may be advanced to the next higher step of the salary range on the effective date the employee has successfully completed the extended probation period and each year thereafter he/she serves in that specific classification

Attachment: Attachment P (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026)

6.2.3 - Promotion. When an employee is promoted, i.e., reassigned to a position in a new class with a higher maximum salary than the previous class, the employee's salary shall be adjusted to the existing step of the new range which shall be at least five percent (5%) higher than the employee's existing salary or the top step of the new range if 5% increase cannot be achieved. An employee who is promoted shall have a new anniversary date as of the date of such promotion, for purposes of evaluation and step raise only.

6.2.4 - Demotion. When an employee is demoted to a position in a class with a lower maximum salary range than the previous class, the employee's salary shall be adjusted to the highest possible salary on the lower range for which the employee is eligible in terms of years of service, but which in no case exceeds or is equal to his/her existing salary. An employee who is demoted shall have a new anniversary date as of the date of such demotion, for purposes of evaluation and step raise only.

6.2.5 - Transfer. An employee transferred to a position in a class with the same range number shall receive the same salary the employee would be otherwise entitled to on the date the transfer is effective.

6.2.6 - Position and Reclassification. The salary of the incumbent of a position which is reclassified shall be determined as follows:

6.2.6.1 - If the position is reclassified to a class with the same salary range, the salary of the employee shall not change.

6.2.6.2 - If the position is reclassified to a class with a higher salary range, the salary of the affected employee shall not be reduced from his or her current salary.

6.2.6.3 - If the position is reclassified to a class with a lower salary, the salary of the employee shall not change. In cases where the salary of the employee is greater than the maximum of the new range, said employee shall be Y-rated at their current salary.

6.2.7 - Pay upon Termination. An employee who terminates his/her employment or is terminated with the County shall receive a check with all his/her outstanding pay within forty-eight (48) hours of his/her termination date, unless arrangements are made with the Auditor's Office for direct deposit.

Section 6.3 - Differentials/Allowances

6.3.1 - On-Call Compensation. On-call compensation is defined as the requirement to remain immediately available to report for duty to perform an essential service when assigned by the appointing authority. On-call duty is in addition to and distinct from the normal workweek. This section is not applicable to those situations where workers are recalled to work when not previously placed on on-call status.

Attachment: Attachment P (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026)

Employees assigned to on-call duty shall receive two dollars and fifty cents ($2.50) per hour for each hour of on-call duty.

Any employee who is found to be unavailable for or who fails to respond to a call for the performance of work during an on-call period shall receive no on-call compensation for the entire on-call period and may be subject to investigation for dereliction of duty. However, if the employee remains available and is able to respond but cannot be contacted due to circumstances beyond his/her control, this paragraph will not apply.

6.3.2 - Shift Differential. Employees shall receive shift differential as follows:

6.3.2.1 – Fifty cents ($.50) per hour for all hours worked between 12:30 PM and 9:00 PM, when the work shift begins after 12:30 PM.
6.3.2.2 - One dollar ($1.00) per hour for all hours worked between 9:00 PM and 8:00 AM, provided, however, that if half or more of an employee's scheduled work shift falls between these hours, he/she shall receive the entire amount for the entire scheduled shift.

6.3.3 - Split Shift Differential. The County agrees to provide an allowance for split shift differential of $10 per day. A split shift is defined as a break of more than 1 hour which is non-paid, non-work and a non-rest break between the beginning and end of a work shift.

6.3.4 - Call-back Pay. Any time an employee is called back to work, either after his/her normal work shift, or his/her scheduled day off, he/she shall receive a minimum of three (3) hours of pay at one and one half times the normal hourly rate, or compensatory time off at rate of time and one half, at election of employee at the time of accrual.

6.3.5 - Tool Allowance. Employees who occupy the classification of commercial truck driver/equipment mechanic and equipment mechanic/heavy equipment mechanic, and who are required to furnish their own tools for their job assignment shall receive up to eight hundred dollars ($800) per year for replacement or purchase of tools upon submission of appropriate proof of purchase and approval by the Fleet Superintendent.

6.3.6 - Special Assignment Pay. Special assignment compensation of 5% above the base pay shall apply to employees who are assigned to the tree-trimming crew.

6.3.7 - Educational Incentive Program. Employees shall be eligible for tuition reimbursement, to include books, lab fees, related course material and parking permits, up to a maximum of $200 per semester provided they have received prior approval by their department head and successfully completed the requirements of the approved class. Employees shall be eligible for reimbursement provided the classes meet the objective defined in Section 8.3.6.

Attachment: Attachment P (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026)

Attachment: Attachment P (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026)

6.3.7.1. The County reimbursement will also cover general courses for an AA/AS or BA/BS degree at an institution accredited by the State of California provided:

a. The course is part of a degree plan approved in writing by the Human Resources Director in advance of beginning the course and is directly relevant to the employee's current job duties, in the judgment of the Human Resources Director.

b. The proposed plan is submitted to the Human Resources Director in writing no later than February 1 prior to the fiscal year in which the bargaining unit member will begin any course for which he/she seeks reimbursement, so that the cost can be factored into the budget preparation process.

6.3.7.2 The County agrees to establish an incentive pay program to compensate employees for earning County required certificates relative to their current job classification. The eligible certificates shall be identified by the County and incorporated in the MOU. The incentive pay for the subject certificates shall be a flat dollar rate equivalent to 10% above the employee's current salary.

6.3.7.3 The following incentives have been established by Resolution No. 01-251 of the Board of Supervisors:

- $700 monthly stipend for employees with a Masters in Social Work (MSW) or a Master of Art (MA) as required by the job classification.
- $800 monthly stipend for employees who are Licensed Clinical Social Workers (LCSW), Licensed Marriage and Family Therapist (MFT), or employees with a Ph.D. (Doctorate) in clinical psychology as required by the job classification.
- $300 monthly stipend for a Registered Environmental Health Specialist with no experience.
- $600 monthly stipend for a Registered Environmental Health Specialist with one year of experience.
- 3% increase in the base salary for a Public Health Nurse II to oversee the Tobacco Education Program.
- 15% increase in the base salary for Associate Engineers with a State of California engineer's license.

A $300 monthly stipend shall be provided for employees in the classification of Alcohol and Drug Specialist I, II, III, or Senior Alcohol and Drug Specialist.

6.3.7.4 Employees in the following positions shall receive 10% above their base pay for the following certifications:

- Maintenance Foreman
  1. Grade I Wastewater Treatment Plant Operator
  2. Grade I Water Treatment Plant Operator
  3. Qualified Applicator's Certification for herbicides and pesticides

4. American Water Works Association Backflow Prevention Tester Certificate

- Senior Maintenance Worker-Facilities
  1. Grade I Wastewater Treatment Plant Operator Certificate
  2. Grade I Water Treatment Plant Operator Certificate
  3. Qualified Applicator's Certification for herbicides and pesticides Maintenance Worker II-Facilities
  4. Grade I Wastewater Treatment Plant Operator Certificate
  5. Grade I Water Treatment Plant Operator Certificate
  6. Qualified Applicator's Certification for herbicides and pesticides

The employee will be required to obtain all certificates for their particular class in order to qualify for the incentive pay. Pre-approval by the department head is required before an employee works towards the incentive pay effort.

6.3.8 - Uniforms. The County shall provide uniforms to the employees of the Road Division, the Facilities Division (this division includes special districts, building maintenance, and parks and recreation), Plant Operations Division, and the Solid Waste Division in accordance with any department policies and applicable regulations. The County shall provide uniforms to mechanics, mechanic helpers, and mechanic supervisors.

The County shall provide each Sheriff's Dispatcher with the following uniform complement: 2 shirts, 2 pairs of pants, 1 jacket, and 1 belt. Replacement items will be provided at County expense, as needed and approved by the department head.

6.3.9 - Foul Weather and Safety Gear. Regular full-time and permanent part-time Road Division employees, Facility Division employees, Equipment Mechanics, Plant Operations Division employees, Building Inspectors, Environmental Health Division employees, Agricultural Commissioner employees, and Animal Control Officers who are required to work outdoors in inclement weather or required to use safety gear, shall be provided foul weather gear to include raincoats and pants with reflective striping as well as rubber boots as applicable and approved by the department head. Currently the specific equipment to be provided for each class is as follows:

- Road Division - Road Division employees will be provided 1 winter jacket and 1 three-piece heavy-duty rain suit which includes jackets, bib overalls and hood. The footwear requirements are insulated snow pack or Sorel-type boots or fireman-type boots. The winter jackets and rain gear must have reflective striping and can be either yellow or orange.

- Facilities Maintenance - Facilities Maintenance employees will be provided the same type of winter jacket and three-piece rain suit as the Road Division employees. The footwear requirements are insulated snow pack or Sorel-type boots or fireman-type boots.

Attachment: Attachment P (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026)

- Fleet Division - Fleet Division mechanics will be provided 1 three-piece heavy-duty rain suit the same as the Road Division employees, and a two-piece set of insulated coveralls. The footwear required shall be insulated snow pack or Sorel-type boots.

- Plant Operations Division - Plant Operations employees will be provided the same type of winter jacket and three-piece rain suit as the Road Division employees. The footwear requirements are insulated snow pack or Sorel-type boots or fireman-type boots.

- Building Inspectors, Environmental Health Division, and Agricultural Commissioner Department - Building Inspectors, Environmental Health employees, and Agricultural Commissioner employees will be provided 1 three-piece heavy-duty rain suit, insulated gloves, and snow pack or Sorel-type insulated boots.

- Animal Control Officers - Animal Control Officers will be provided 1 three-piece heavy-duty rain suit, insulated gloves and fireman-type steel shank and toe boots.

All of the rain gear shall be the same reflective striping and be either orange or yellow for consistency. The replacement schedule for the rain gear will be approximately every two to three years unless it is damaged before that time. The boots should last three to four years at a minimum unless they are damaged before then.

6.3.9.1 Work Boot - Employees who are currently provided footwear pursuant to section 6.3.9 will be allowed to select a work boot of their choice to satisfy the footwear requirement. The County will reimburse the employee for the cost of the work boot, up to a maximum amount of Seventy-Five Dollars ($75.00) per calendar year regardless of wear and tear and/or damage to the work boot from the date the option is selected by the employee. This section does not apply to employees assigned to the Solid Waste Division. If deemed necessary by the County, the County will purchase the insulated snow pack or Sorel-type boots separate and apart from the employee's selected work boot.

Section 6.3.9.2 - Brushing Crew Boots. The Public Works Department will provide employees permanently assigned as Brushing Crew in the Roads Division of the Public Works Department two new pairs of climbing boots every five (5) years, not to exceed a total of $450 per pair.

During the five (5) year period, the Public Works Department will reimburse Brushing Crew employees for annual service for each pair of boots at a cost not expected to exceed $100 per pair per year.

6.3.10 - Solid Waste Division Work Boots. The County shall provide employees of the Solid Waste Division a voucher towards the cost of work boots in the amount of One

Attachment: Attachment P (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026)

Hundred Fifty Dollars ($150.00) per employee. The voucher shall be provided to each employee once per year from the date the employee received their previous voucher or upon damage subject to the approval of the Solid Waste/Recycling Manager. Employees who are not able to use the voucher can instead be reimbursed by the County for a verified expenditure toward the cost of work boots, not to exceed One Hundred Fifty Dollars ($150.00) per year.

6.3.11 - Uniform Allowance. The County shall provide the following uniform allowance: The Animal Control Officers shall receive an annual uniform allowance of Three Hundred and Fifty ($350.00).

Section 6.4 - Benefits

6.4.1 - Insurance.

6.4.1.1 – Medical Insurance. The County agrees to contract with the California Public Employees Retirement System (CalPERS) Health Benefits Program for the purpose of providing employees and their dependents with access to medical insurance benefits. Employees must comply with all applicable rules and regulations of the CalPERS Health Benefits Program and the Public Employees Medical and Hospital Care Act (PEMHCA).

6.4.1.2 - County's Contribution for Medical Insurance Benefits. The County's contribution for medical insurance benefits governed by Government Code Section 22892 shall be $500 per employee or annuitant per month.

6.4.1.3 - Dental and Vision Insurance. The County's contribution for dental and vision insurance will be One Hundred Percent (100%) of the employee only premium amount. The County will cover One Hundred Percent (100%) of premium increases for dental and vision, said increases not to exceed a combined amount of Fifteen Dollars ($15.00) per month per employee for the term of the MOU.

6.4.1.4 - Life Insurance. The County will pay Ten Thousand Dollars ($10,000.00) coverage for employee and One Thousand Dollars ($1,000.00) dependent coverage.

6.4.1.5 - State Disability Insurance (SDI). The County will pay One Hundred Percent (100%) of SDI.

6.4.1.6 - Flexible Benefit Allowance. Separate and apart from the County's contribution for medical coverage provided under section 6.4.1.2, the County shall make available to each employee a monthly cash option amount. This amount may be applied toward the employee's cost of any and all qualified non-taxable benefits under the County's IRS Section 125 Plan or taken by the employee as cash. Use of

Attachment: Attachment P (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026)

this flexible benefit allowance must be elected by each participating employee in the manner required by the County's Section 125 Plan.

	Effective 12/1/2019	Effective 12/1/2020	Effective 12/1/2021	Effective 12/1/2022
Medical Non-Participant	$422.00	$422.00	$422.00	$422.00
Employee Only	$291.98	$306.58	$321.91	$338.00
Employee + 1	$508.12	$533.52	$560.20	$588.21
Family	$730.81	$767.35	$805.72	$846.00

6.4.2 - Maintenance of Benefits. The County reserves the right to terminate or change any and all benefit programs as stated in Section 6.4.1, Insurance, provided that it replaces such plans with equivalent benefits. The County shall meet and confer with the Union prior to any changes.

6.4.3 - Benefits Available During Leaves. During any leave under Section 8.3, Leaves, with the exception of the Federal Family and Medical Leave Act and/or the California Family Rights Act, an employee may carry through certain benefits while not on County payroll, as follows:

6.4.3.1 - Life, Dental, and Vision. May be carried for 90 days while on leave. Employee must pay the total premium, including the County's portion. The County Auditor must be notified and checks must be made payable to the County.

6.4.3.2 - Health. May be carried while on leave. With the exception of Family Medical Leave as set forth in County policy, the employee must pay total premium including the County's portion. A form must be signed by the County Auditor's Office and checks must be mailed to the carrier.

6.4.3.3 - State Disability Insurance. Any employee who suffers a disability should obtain disability insurance information from the Auditor's Office.

6.4.4 - Retirement. The County shall provide to covered employees retirement benefits under CalPERS known as the 2.7%@55 plan and the one (1) year final compensation benefit, including the value of the Employer Paid Member Contribution (EPMC). Effective November 1, 2011, new employees shall be provided retirement benefits under the 2%@55 retirement option based on the three (3) year final compensation amendment and including the value of the EPMC.

Attachment: Attachment P (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026)

a. Employees hired before November 1, 2011.
For employees hired before November 1, 2011, the County's retirement plan shall consist of the following provisions:
   i. Defined benefit formula of 2.7% at 55 with a five (5) year vesting period.
   ii. Final compensation based on the single highest year.
   iii. The reporting and paying of EPMC.

b. Employees hired on or after November 1, 2011 through December 31, 2012 and "Classic Members" hired on or after January 1, 2013.
This subsection shall apply to employees hired on or after November 1, 2011, and "classic members" hired on or after January 1, 2013. CalPERS determines who is a "classic member" within the meaning of the California Public Employees' Pension Reform Act (PEPRA). The County's retirement plan shall consist of the following provisions:
   i. Defined benefit formula of 2% at 55 with a five (5) year vesting period.
   ii. Final compensation based on three (3) consecutive years.
   iii. The reporting and paying of EPMC.

The County currently covers the full CalPERS Employer Paid Member Contribution (EPMC) for all employees in this unit. For employees in subsection (a), this is 8% of payroll and for employees in subsection (b) it is 7% of payroll. With the execution of this MOU, the parties have agreed to modify the County's obligation toward the EPMC as follows: Effective as soon as administratively possible in 2015, and as provided under the governing CalPERS regulations, all employees will contribute 3% toward the member contribution, thereby reducing the County's EPMC to 5% for members in subsection (a) and 4% for members in subsection (b); effective November 1, 2015, all employees will contribute an additional 3% toward the member contribution, thereby reducing the County's EPMC to 2% for members in subsection (a) and 1% for members in subsection (b); effective November 1, 2016, employees in subsection (a) will contribute an additional 2% toward the member contribution and employees in subsection (b) an additional 1% toward the member contribution, thereby fully eliminating the County's EPMC by the end of the term of this MOU. All "new members", as defined by CalPERS statutes and regulations, will remain subject to the contribution requirements established by the PEPRA.

c. New members
For all employees who CalPERS determines are "new members" within the meaning of the PEPRA, the County's retirement plan shall consist of the following provisions:
   i. Defined benefit formula of 2%@62 with a five (5) year vesting period.
   ii. Final compensation based on three (3) consecutive years.

Effective upon their date of hire, new members will pay 50% of the total normal cost of the member contribution, as determined by CalPERS.

Attachment: Attachment P (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026)

6.4.4.1 - Two-tier retirement health benefit vesting requirement, with new-hires effective February 1, 2007, vesting is as follows, as specified by CalPERS: At (age 50 and) 10 years, 50% of the county contribution; at 15 years, 75%; at 20 years, 100%. Per CalPERS' specifications, the County's contribution must be the same as the State's contribution at the time an employee retires. Employees hired before February 1, 2007, who retire at or after age 50 with a minimum of five years of service will continue to receive the County health contribution as provided in current County policy.

6.4.5 - Longevity Pay.

6.4.5.1 - For all regular County employees covered by this Memorandum of Understanding hired prior to July 1, 1996, longevity shall be granted as follows:

6.4.5.1.1 - For ten (10) years of continuous service, a three percent (3%) pay increase to be effective on the tenth anniversary date of the employee.

6.4.5.1.2 - For fifteen (15) years of continuous service, a three percent (3%) pay increase to be effective on the fifteenth anniversary date for the employee.

6.4.5.1.3 - For twenty (20) years of continuous service, a three percent (3%) pay increase to be effective on the twentieth anniversary date for the employee.

6.4.5.2 - Effective January 1, 2020, for all regular employees hired on or after July 1, 1996, longevity shall be granted as follows:

6.4.5.2.1 - For ten (10) years of continuous services, an additional annual Six Hundred Dollars ($600.00) will be paid to the employee.

6.4.5.2.2 - For fifteen (15) years of continuous services, an additional Eight Hundred and Fifty Dollars ($850.00) will be paid to the employee.

6.4.5.2.3 -For twenty (20) years of continuous services, an additional One Thousand One Hundred Dollars ($1,100.00) will be paid to the employee.

6.4.5.2.4 For twenty-five (25) years of continuous services, an additional One Thousand Five Hundred Dollars ($1,500.00) will be paid to the employee.

Attachment: Attachment P (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026)

6.4.5.2.5 Effective January 1, 2020, the County shall pay longevity to employees on a monthly basis to be implemented on the anniversary date of employment after ratification of the MOU.

Longevity pay shall be granted despite any pending step increases or range changes.

6.4.6 - Workers' Compensation State Disability

6.4.6.1 - Eligibility. Every employee shall be entitled to industrial injury leave when he/she is unable to perform services because of any injury as defined in the Workers' Compensation Act, or non-industrial injury leave when he/she is unable to perform services because of an injury sustained off the job.

6.4.6.2 - Compensation. An employee who is disabled as a result of an injury shall be placed on leave, using as much of his/her accumulated compensatory time off, his/her accrued sick leave, and his/her vacation time as when added to any disability indemnity payable under the Workers' Compensation Act or the State Disability Insurance Program will result in a payment to him/her of not more than his/her full salary.

6.4.6.3 - Usage. Leave time so utilized shall be prorated in relation to the difference between the disability indemnity pay and the employee's full salary and shall be charged to the employee from the employee's available sick leave, vacation, or comp time, at the employee's option.

ARTICLE 7 - STATUS OF EMPLOYEES

Section 7.1 - Status of New Employees

7.1.1 - A new employee shall be on probation during the first twelve (12) months of employment with the County. During this twelve-month period, the probationary employee's performance will be subject to continual evaluation and assessment, which may include periodic written evaluations. All probationary employees shall receive a written evaluation six (6) months into their employment. The purpose of such evaluation is to assess performance during the probationary period and provide feedback to the employee as to what is necessary to satisfactorily complete the probationary period. At any time during the probationary period, the department head may relieve the individual from employment with the County without cause. If at the end of the probationary period, the department head believes the employee is doing the work satisfactorily, the department head shall so inform and evaluate the employee. The employee shall then have permanent status.

Attachment: Attachment P (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026)

7.1.2 - Extension of Probationary Period. If mutually agreed to by the employee and the department head, an extension of the probationary period for an additional period of six (6) months may be authorized where it is necessary to further assess an employee's performance and where such action is determined to be in the best interest of the County. If, at the end of the extended probationary period, the employee is performing his or her duties satisfactorily, the department head shall so inform and evaluate the employee. An employee who has an extended probationary period shall have a new anniversary date as of the date of such extension. For purposes of merit increases, the employee's anniversary date shall be changed to the date the employee successfully passes probation.

Section 7.2 - Status of Permanent Employees

7.2.1 - Status of Permanent Employees who are Promoted or Transferred. An employee having permanent status who is promoted or transferred shall be on probation for six (6) months in the new position to which he/she has been promoted or transferred. During this probationary period, the employee shall be regarded as having permanent status in the former position. Department heads and/or supervisors shall monitor the progress of the employee and offer suggestions for improvement if needed. If an employee fails to accomplish his/her work satisfactorily, the department head or supervisor may, at any time during the probationary period, relieve the individual from his/her duties in the new position.

Thirty (30) days before the end of the probationary period, the employee shall receive a performance evaluation. If the evaluation is satisfactory, the employee shall receive permanent status. If the evaluation is unsatisfactory, the employee shall be relieved of his/her duties. Any employee rejected during the probationary period following a promotional or transfer opportunity, shall have the right to return to the former position in which the employee held. Should the employee choose not to return to the former position, the provision of Article 12, Layoff Procedures, shall apply.

7.2.2 - Extension of Probationary Period. If mutually agreed to by the employee and the department head, an extension of the probationary period for an additional period of six (6) months may be authorized where it is necessary to assess an employee's performance and where such action is determined to be in the best interest of the County. If at the end of the extended probationary period the employee is performing his or her duties satisfactorily, the department head shall so inform and evaluate the employee.

Thirty (30) days before the end of the extended probationary period, the employee shall receive a performance evaluation. If the evaluation is satisfactory, the employee shall receive permanent status in the classification. If the evaluation is unsatisfactory, the employee shall be relieved of his/her duties. Any employee rejected during the extended probationary period following a promotional or transfer opportunity, shall have the right to return to the former position which the employee held. Should the employee choose

Attachment: Attachment P (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026)

not to return to the former position, the provision of Article 12, Layoff Procedures, shall apply.

All County employees who attain permanent rank shall have served a twelve (12) month probation, regardless of possible promotion while serving as probationary employees. Employees who have mutually agreed to a six (6) month extension of probation shall attain permanent rank after serving an eighteen (18) month probationary period.

Section 7.3 - Evaluations

Permanent employees shall be evaluated thirty (30) days prior to an employee's second anniversary date of hire and annually thereafter. If no such evaluation is made, it shall be assumed that the employee is performing satisfactorily. If a department head evaluates an employee who is still eligible for step increases, and determines that the employee has not performed competently, the step increase may be denied. Such denial shall be subject to the grievance procedure.

7.3.1 - All employees shall be evaluated on a standardized personnel form. The standardized evaluation form will be implemented County-wide effective February 1, 2011.

Section 7.4 - Rights

Probationary employees, including new employees and employees who have been promoted or transferred, shall have all rights afforded permanent employees under this Memorandum of Understanding, with the exception of the unsuccessful completion of the probationary period (termination, demotion, or return to former position), in which case the employee shall have no right to appeal such action to the grievance procedure. The Union recognizes that probationary employees may be released from County employment without cause.

For all probationary appointments, entry-level as well as promotional or transferred, the County reserves the discretion to extend the applicable probationary period by the amount of time the probationary employee is out on an injury or illness leave that exceeds twenty (20) work days. Extension of the probationary period under this section will be communicated to the probationary employee in writing.

Section 7.5 – Career Ladders

A joint Labor/Management Committee will be established to develop career ladders for specific classifications. The Committee shall consist of no more than four participants, two from the County and two from the Union. The Committee shall initially convene within ninety (90) days of ratification of the MOU and shall meet at least quarterly. Recommendations reached by the Committee are subject to approval by the Human Resources Director and final approval by the Board of Supervisors before implementation.

Attachment: Attachment P (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026)

Attachment: Attachment P (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026)

ARTICLE 8 - ATTENDANCE AND LEAVES

Section 8.1 - Working Hours

8.1.1 - Regular Hours. County employees shall work forty (40) hours per week or its equivalent based upon the following existing schedules:

8.1.1.1 - An eight (8) hour, Monday through Friday schedule;

8.1.1.2 - Flex schedules that have been approved by the Board of Supervisors (attached as Appendix B as amended from time to time).

8.1.2 - Rest Period. An employee will be provided a 15 minute rest period for every 4 hours of work. However, the break periods must be taken during the mid point of the work period and not accumulated.

8.1.3 - Meal Periods. Employees shall be provided with an unpaid meal period of no less than 30 minutes and no more than 60 minutes in duration for each shift of 5 consecutive hours or more. If an employee is directed to perform work during such meal period, then the employee shall receive pay for the meal period as per FLSA requirements.

8.1.4 - Non-Exempt Classifications. The attached classifications are deemed non-exempt from the contractual and statutory overtime requirements set forth in subsections 8.1.5 and 8.1.6 below.

8.1.5 - Contract Overtime. Employees in the non-exempt classifications listed above, shall be paid overtime for the time worked in excess of forty (40) hours per work week at the rate of time and one half the employee's base hourly rate as set forth in the County's salary schedule, attached to this MOU as Appendix A. In lieu of receiving contract overtime pay, Employees shall be entitled to elect at the time the overtime is worked to receive compensatory time off at the rate of time and one half. Employees electing to take compensatory time off must take that time off within six months of the end of the month in which the time was accrued, or the time will be paid at the time of payment of the next payroll at the rate of time and one half the employee's base hourly rate. The right to elect to receive compensatory time off is limited to contract overtime as defined in this subsection. Vacation and sick leave hours will be counted toward to the definition of hours worked for overtime purposes.

8.1.6 - Statutory Overtime - Work Periods. For the purpose of calculating overtime pursuant to the requirements of the Fair Labor Standards Act ("FLSA"), the County has declared a seven day work period for all non-exempt employees in the bargaining unit.

Non-exempt employees will have a seven day work period and be eligible for statutory overtime for all hours actually worked in excess of 40 in the seven day work period.

8.1.7 – Dual Calculation to Determine Statutory Overtime Owed. Notwithstanding the contract overtime provisions specified in subsection 8.1.5 above, the County has adopted a dual calculation method whereby it calculates FLSA overtime in accordance with the requirements of the FLSA. This requires the payment of FLSA overtime for all hours actually worked by non-exempt employees in excess of 40 in the seven day work period. To the extent the County's dual calculation method determines that FLSA overtime owed for the 7 day work period exceeds the amount of contract overtime paid pursuant to subsection 8.1.5 for the same 7 day work period, the difference will be paid to the employee in the following pay period by way of an "FLSA Adjustment".

8.1.8- Regular Rate of Pay for Calculation of Statutory Overtime. For the purpose of calculating statutory overtime as defined in subsection 8.1.6 above, the following listed special pays will be added to the employee's base hourly rate to arrive at the employee's regular rate of pay: cash-in-lieu, longevity, incentive pay, shift differential pay, call-back pay, and on-call pay. Statutory overtime required by this subsection shall be calculated in accordance with the FLSA regular rate requirements set forth in 29 CFR sections 778.109 and 778.110.

8.1.9 – Overtime Dispute Resolution Procedures. The County and the Union ("parties") acknowledge and agree that they have met and conferred in good faith in accordance with California Government Code section 3505 over the definition, calculation and payment of contract overtime as defined in subsection 8.1.5 above. The parties further acknowledge and agree that subsection 8.1.5 above establishes the full extent of the County's contractual obligations to pay overtime for services rendered with the course and scope of employment by members of the bargaining unit and that to the extent individual claims for statutory overtime under subsections 8.1.6 through 8.1.8 above are asserted by or on behalf of any member of the bargaining unit during the term of the MOU, such claims will not present or support a claim for contract overtime under the MOU. The parties further acknowledge and agree that any and all claims for statutory overtime under subsections 8.1.6 through 8.1.8 above, are expressly excluded from the parties' grievance procedures set forth in Article 14 of the MOU.

Section 8.2 - Schedule Changes

Any change in working schedules, including days and hours to be worked and affected classes, shall be administered as follows:

Attachment: Attachment P (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026)

8.2.1 - Proposed changes may be initiated by a department head or employees within a department.

8.2.2 - In the event the parties reach agreement on the proposed schedule change, the department head will implement the schedule change as soon as administratively possible. If after two meetings the parties are unable to reach agreement, the Union may, within 15 calendar days of the parties' last meeting, request review of the schedule change by the Board of Supervisors. Failure by the Union to request review by the Board of Supervisors within the 15-day period will constitute waiver of its right of review. Should the matter be submitted to the Board of Supervisors within the 15-day period, the decision by the Board of Supervisors will be final and binding on the parties.

Section 8.3 - Leaves

Leave provisions exist for the convenience of employees who must, or wish to, absent themselves from work for various reasons.

Employees who are absent from work must be on either an approved leave, sick leave, annual leave, or compulsory leave. Other absences are treated as absences without leave and are subject to disciplinary action. Sick leave, annual leave and compulsory leave will be requested and approved by use of the County's standardized leave form.

During the term of this agreement but no later than March 2018, the County will review the provisions of this section (8.3 – Leaves) to ensure compliance with applicable State law. To the extent this review necessitates changes to the provisions of this section, the County and the Union will re-open this section to meet and confer over the necessary changes.

8.3.1 - Annual Leave. Employees shall be entitled to vacation annually with pay. Employees shall earn vacation at the following rates:

0-2 years of service	2 weeks
3-9 years of service	3 weeks
10 or more years of service	4 weeks

Employees shall be entitled to take only that vacation time which has been earned.

An employee who becomes ill or injured during his/her vacation leave will not be charged vacation leave for the period of illness or injury, provided satisfactory proof in the form of a physician's statement is received by a department head within three (3) days of return to work.

8.3.2 - Vacation Accrual and Cash Out.

Attachment: Attachment P (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026)

8.3.2.1 Employees may accumulate up to Three Hundred and Sixty (360) hours of vacation. Accumulated vacation may be taken between anniversary dates with the approval of the department head. No employee may take Three Hundred and Sixty (360) hours vacation at one time without the approval of the department head.

Supervisors will make every attempt to respond to vacation requests and communicate their decision to approve or deny the request within ten (10) working days. In the event the request is denied, the supervisor will provide an explanation in writing for the denial. Requests for vacation shall be approved on a first come, first served basis. In the event two employees request the same time off and requests are both submitted at the same time, the more senior employee shall be granted the time off.

8.3.2.2 Employees may cash out accrued vacation hours on an annual basis, up to a maximum of Eighty (80) hours each year, as long as the employee has a minimum of Two Hundred Forty (240) accrued vacation hours at the time the cash out is requested. The cash out option will be available during the month of November to eligible employees who submit a written request to the Human Resources Department to exercise the option by November 1 of each year. This section sunsets November 1, 2020.

Effective November 2, 2020:
8.3.2.2 Employees must submit an irrevocable election form by December 15, 2020 and not later than December 15th each year annually thereafter to receive payment for accrued vacation under the following conditions:

Employees may elect to cash out accrued vacation hours on an annual basis, up to a maximum of Eighty (80) hours each year, to be paid in the last paycheck in November of the following year, as long as the employee has a minimum of Two Hundred Forty (240) accrued vacation hours at the time the cash out is requested.

For example, irrevocable election forms submitted in December 2020 will be for the November 2021 cash out. The hours of leave, which are converted to pay at the base hourly rate of pay, shall be deducted from the employee's vacation accrual bank in the amount identified on the irrevocable election form. The remaining unused leave shall remain in the employee's vacation accrual bank. The hours which are paid out are hours which will be accrued in 2020.

Irrevocable election forms will be available in Human Resources beginning November 2, 2020. Employees who do not submit irrevocable election forms by the December 15th due date will have been deemed to have elected to forgo participation in the optional annual vacation accrual cash out program. Late irrevocable election forms will not be accepted. There is no avenue to change an election after the December 15 yearly deadline.

Attachment: Attachment P (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026)

8.3.3 - Sick Leave. Employees shall be entitled to cumulative sick leave with pay at the rate of ten (10) hours per month. Department heads shall permit sick leave earned to be used for medical and dental office calls when it is necessary for the employee to be absent during working hours for this purpose. If an employee is absent because of illness or injury for four (4) or more successive days and/or the employee's absences are reflecting a pattern suggesting abuse of sick leave, the department head may request a doctor's verification of illness.

Sick leave may be used by an employee when an illness or injury of an immediate family member (husband, wife, or child, parent and/or grandparent) is serious enough to require the employee to be absent from duty to care for such person. Such leave for this purpose shall not exceed ten (10) working days per calendar year and requires authorization by the department head.

8.3.3.1 - Personal Necessity. Employees shall be entitled to use six (6) days of paid sick leave allotment per year in case of personal necessity. Personal necessity leave shall be limited to circumstances that are serious in nature and that the employee cannot reasonably be expected to disregard, that necessitate immediate attention, and that cannot be taken care of after work hours or weekends. The requested leave must be approved by the department head in advance of the absence.

8.3.3.2 - Payment of Accumulated Sick Leave. The County shall pay the accumulated sick leave of an employee upon service retirement (excluding deferred retirement), disability retirement, or death as follows:

8.3.3.2.1 - After five (5) years of continuous service, twenty-five percent (25%) of his/her accumulated sick leave up to a maximum of two hundred forty (240) hours.

8.3.3.2.2 - After ten (10) years or more continuous service, fifty percent (50%) of his/her accumulated sick leave up to a maximum of four hundred eighty (480) hours.

8.3.3.2.3 - The County will contract with CalPERS to provide for retirement credit for unused sick leave. The current cap on sick leave will be lifted; however, this cap (Section 8.3.3.2) will remain for current employees electing sick leave pay-off rather than service credit conversion. Employees hired prior to or on June 30, 1996 will have the option to elect payment for accumulated sick leave or credit for unused sick leave under section 20862.8 of CalPERS, however, employees hired after June 30, 1996 will have the CalPERS program credit only.

Attachment: Attachment P (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026)

8.3.3.2.4 - In order to qualify for payment of service retirement accumulated sick leave hereunder, an employee must apply for and be granted retirement pursuant to County's "Public Employees Retirement System" (CalPERS) contract, with the State of California.

8.3.4 - Bereavement Leave. Employees will be allowed five (5) days per calendar year for bereavement leave in the event of a death of an immediate family member. Employees will accrue each calendar year three (3) days of bereavement leave. The remaining two (2) days will be drawn from the employee's existing sick leave accrual. The three (3) day bereavement leave accrual will not be carried over from one calendar year to the next.

If bereavement leave beyond the five (5) days in any one calendar year is requested and approved, the additional bereavement leave time will be drawn from the employee's vacation leave or compensatory time.

8.3.5 - Illness Leave. This type of leave may be used for any legitimate illness including temporary medical or psychiatric problems and is ordinarily only used when an employee is not eligible for or has exhausted his/her paid sick leave balance. This type of leave must be approved by the Human Resources Director. An employee requesting such leave due to illness or disability shall use any accumulated sick leave prior to the requested beginning date of such leave.

Requests for illness leave must be accompanied by a statement from the employee's physician specifying the nature of the illness and the anticipated time of release for return to the active duty.

Immediately prior to, or at the time of, return to active duty, the employee must provide a statement from a physician certifying to the employee's physical and/or mental ability to resume the specific duties of the position. The department head or the County may require the employee to submit to an examination at County expense by a physician chosen by the County.

The employee shall not be entitled to any compensation for this type of leave. Notwithstanding anything contained herein to the contrary, if an employee elects to use illness leave under the Federal Family and Medical Leave Act and/or California Family Rights Act, the employee shall receive benefits consistent therewith.

8.3.6 - Education or Training Leave. This type of leave is generally granted when the kind of education or training undertaken is likely to enhance the County's capabilities to provide service to the public. Consequently the training should have as its objective either, 1) an increase in the effectiveness of the employee in a current job assignment or, 2) an enhancement of the employee's advancement possibilities within county service.

Attachment: Attachment P (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026)

Education or Training Leave shall require written approval of the department head and shall not exceed one (1) year in duration unless the County extends the leave upon request of the employee through the department head.

8.3.7 - Leave to Seek Office. An employee covered by this Memorandum of Understanding, who in a manner prescribed by law declares himself/herself as a candidate for elective office, shall be entitled to a leave of absence without pay for a period not to exceed three (3) months immediately prior to the day of election for which the employee is on the ballot. Prior to exercising said leave the employee must notify his/her department head in writing of intent to exercise leave and the dates for said leave. The department head shall immediately notify the Human Resources Office of the employee's intent to exercise said leave.

8.3.8 - Military Leave. Military leave is governed by the provisions of the California Military and Veterans Code. The request of an employee who has permanent status for military leave of absence can be honored by the department head only if the employee includes with the request a copy of the military orders. This request shall be submitted not less than fifteen (15) days prior to the effective leave date unless an emergency arises preventing this. A copy of the leave papers and the appropriate notification documents shall be submitted to the Human Resources Office prior to the effective date of leave. The granting of leave and payment therefore are not inseparable matters, but are mandatory under certain specific conditions specified by the Military and Veterans Code. The department head will abide by the Military and Veterans Code in determining the appropriateness of leave and payment therefore.

8.3.9 - Compulsory. If, in the opinion of the department head, an employee is unable to properly perform the duties of the position because of physical or mental reasons, such employee may be required to submit to an examination by a physician designated or approved by the County. If the report of the physician shows the employee to be in an unfit condition to perform the duties, the department head may, subject to the approval of the County Administrative Officer, compel such employee to take sufficient leave of absence to fit the employee to perform the duties; however, the employee shall be entitled to use accumulated sick leave and annual leave before being placed on compulsory leave without pay.

8.3.10 - Maternity Leave. Maternity Leave is a leave of absence without pay upon request of the employee and upon verification of pregnancy by a licensed physician.

Leaves for this purpose may be requested to be effective at any time during pregnancy. Maternity leave may be requested up to nine (9) months prior to the anticipated delivery date with a doctor's certification as to the condition of the employee and the expected delivery date. The employee shall notify the department head of the actual date of delivery, within two (2) weeks thereafter. The employee may take up to three (3) months maternity leave after delivery, at the employee's option. The employee shall give the department head

Attachment: Attachment P (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026)

a two (2) week notice of intent to return to work with the department head being allowed the option to consent to commencement for employment earlier than said two (2) weeks.

An employee who is pregnant must notify the department head as early as possible and provide a statement from a California licensed physician certifying as to her ability to perform the duties of her position and indicating the anticipated delivery date.

An employee returning to work shall submit a physician's certificate that she is capable of performing the duties of her position.

Sick leave benefits are not paid during the term of maternity leave requested by the employee, except when integrated with State Disability as provided for in Section 6.4.6.3, Workers' Compensation/State Disability Usage, nor is sick leave, or vacation accrued or diminished.

8.3.11 - Jury Duty. Workers shall be allowed to take leave from his/her County duties without loss of wages, vacation time, compensatory time, sick leave or worker benefits for the purpose of responding to a summons for jury selection or serving on a jury for which he/she has been selected. This right to take leave shall apply equally to all employees, including those working evening or graveyard shifts. An employee who is excused from having to serve as a juror will contact his/her supervisor and shall return to work for the balance of the shift. Those employees who work swing or graveyard shift and who are excused from having to serve as a juror will be expected to report for their assigned shift. An employee will turn over to the County any compensation received for time involved in the jury selection process or serving on a jury on an employee's scheduled work day.

8.3.12 - Leave Without Pay. With the approval of the appropriate department head, an employee may be granted a leave of absence without pay for up to five (5) days, with a limit of five (5) days per fiscal year. Leave of absence without pay beyond the five-day period for an indefinite period not to exceed 30 days must be approved by the department head and Human Resources Director. On expiration of the approved leave, the employee shall be reinstated to their same position. The department head may recall the employee from leave prior to its expiration should unforeseeable changes in operating requirements occur. During such leave without pay, the employee will not accrue seniority or benefits credits.

8.3.13 - Unpaid Leave. The employee shall not be entitled to any compensation for this type of leave and it must be approved by the Human Resources Director. Medical, dental and other insurance may be continued, but at no cost to the County, with the exception of Family Medical Leave. Time on leave does not count towards seniority, and leaves exceeding one year will involve loss of seniority.

8.3.14 - Failure to Return from Leave at Scheduled Time. Failure to report for duty after a leave of absence has expired or has been disapproved or revoked may, at the option of the department head, be considered as absence without leave and subject the employee to

Attachment: Attachment P (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026)

disciplinary action unless such failure to report is for reasons beyond the physical control of the employee.

8.3.15 - Payment for Earned Annual Leave upon Termination. Upon termination, an employee shall receive pay for annual leave earned but which remains unused as of the date of termination.

8.3.16 - County Business. No County employee shall be docked any time by a department head while that employee is engaged in County sanctioned business, including, but not limited to, serving on official County committees, representing employee bargaining units while bargaining with the County on behalf of employees.

ARTICLE 9 - HOLIDAYS

Section 9.1 - Legal Holidays

The following are hereby established as legal holidays in the County pursuant to Government Code Sections 6700, 19853, and 19854:

1. January 1st, New Year's Day
2. Third Monday in January, known as "Martin Luther King's Day"
3. Third Monday in February, known as "Presidents Day"
4. Last Monday in May, known as "Memorial Day"
5. July 4th, known as "Independence Day"
6. First Monday in September, known as "Labor Day"
7. Second Monday in October, known as "Columbus Day"
8. November 11th, known as "Veterans Day"
9. Thanksgiving Day
10. The day after Thanksgiving Day
11. December 25th, known as "Christmas Day"

Attachment: Attachment P (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026)

12. 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.

13. Every employee shall be entitled to take as a holiday the Friday preceding any Saturday on which one of the holidays set out in 1, 5, 8 and 11 occurs.

14. Every employee shall be entitled to take as a holiday the Monday following any Sunday on which one of the holidays set out in 1, 5, 8 and 11 above occurs.

Section 9.2 - Individual Holidays

9.2.1 - Personal Holiday. All County employees are entitled to a personal holiday which will be allocated on January 1 of each year to be taken in that calendar year; all new employees of the County are entitled to a personal holiday after their one (1) year anniversary to be taken within the calendar year of their first anniversary date. In the event an employee's probationary period is extended as specified in Section 7.1.2, Extension of Probationary Period, a new employee is entitled to a personal holiday after their eighteen (18) month anniversary.

9.2.2 - Additional Holiday. Every employee shall be entitled to take an additional holiday, the last working day before or the first working day after any County legal holiday, subject to the employee's choice and prior approval by the employee's department head.

Section 9.3 - Holiday Pay

Employees required to work on a holiday will receive eight (8) hours of straight time for the holiday, plus time and one half at the normal hourly rate for time worked.

ARTICLE 10 - TRAVEL POLICY

Section 10.1 - In-County Travel

10.1.1 - Mileage Reimbursement Rate. Employees who use their own vehicles for in-County business shall be reimbursed at the current IRS mileage rate, as amended from time to time, from point of origin approved by the department head.

10.1.2 - Meals. If because of County business an employee provides a meal for another person, the employee may be reimbursed for actual and necessary guest expenses not to exceed thirty-seven dollars ($37.00) per day. All expenses are to be approved by the department head and accompanied by receipts, acceptable to the Auditor.

Attachment: Attachment P (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026)

10.1.3 - Employee Expenses. Necessary meals and lodging incurred by an employee on required in-County business shall be reimbursed if approved by the employee's Department Head, accompanied by receipts acceptable to the Auditor.

Section 10.2 - Out-of-County Travel

10.2.1 - Mileage Reimbursement Rate. The County shall adopt an official mileage map and chart to standardize mileage payments to frequently traveled locations. Employees who use their own vehicles for out-of-county travel shall be reimbursed at the current IRS mileage rate as amended from time to time, according to the mileage chart and map adopted. The Courthouse shall be considered the origin of all out-of-County travel for the purpose of mileage computation, except in those cases when the shortest distance to the destination is from an employee's residence. In that event, the mileage computation shall be from an employee's residence, less their normal home to work commute mileage. Locations not listed on the mileage chart shall have their actual mileage from the Courthouse computed from the adopted mileage map.

10.2.2 - Out-of-County Meals. Employees who because of County business are required to eat away from home shall be reimbursed as set out below:
An employee who leaves the County during a fixed run or a regular schedule will not be allowed to receive a meal allowance. If because of County business an employee is required to leave before 7:00 a.m. and return after 6:00 p.m., that employee is entitled to a meal allowance of forty-four dollars ($44.00) per day. For days requiring partial day travel, employees shall be entitled to per diem as outlined below:

Breakfast	$8.00
Lunch	$12.00
Dinner	$24.00

Actual receipts approved by the Department Head may be submitted in lieu of taking per diem up to a maximum of $44.00 per day. For purposes of advance requests for meal allowance, the rates listed herein shall be used subject to the time requirements.
Continental breakfasts are not a true breakfast and can be ignored for claiming purposes.
Per diem amounts shall not be claimable by the employee for any meals provided by the registration or other fee as part of a conference or training.

10.2.3 - Lodging. Lodging expenses shall be actual and necessary. Lodging receipts must accompany any claim for reimbursement prior to department head approval.

10.2.4 - Banquet Expenses. All meal reimbursement excludes banquet expenses which shall be reimbursed at actual and necessary costs.

10.2.5 - Travel Expense Advance. A travel expense advance of one hundred percent (100%) of estimated expenses for meals, lodging, registration, and transportation for out-of-county travel shall be advanced to any county employee, upon request of the employee and

Attachment: Attachment P (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026)

approval of the department head involved in the request. At the time the request is submitted to the auditor, a copy of the registration for the meeting shall be attached to the advance request and a copy of any preregistration forms for lodging and meals shall be attached to the advance request if such information is available. In the event the advance is not used because the employee failed to attend the particular event for which the expenses would have been incurred, the employee shall reimburse the County within 30 days of the canceled event. Travel advances shall be reconciled by the employee with the Auditor's Office prior to any subsequent claims being approved by the County. If the advance reconciliation leaves a difference of $3.00 or less, reimbursement by the employee or payment by the County is not required.

Section 10.3 - Non-Reimbursable Items

The following items are non-reimbursable:

1. Tips in excess of 15% of the cost of meals (excluding alcohol).

2. Expenditures for alcoholic beverages.

ARTICLE 11 - RECLASSIFICATION AND OUT-OF-CLASS WORK

Section 11.1 Out-of-Class Work

Out-of-class work shall be defined as performing the significant duties, and assuming the major responsibilities, of a position in a higher and different classification.

Employees who are assigned out-of-class work on a temporary basis due to vacation, illness or other short-term leaves, shall receive a salary rate increase to the next higher level for the time actually worked, provided that the total continuous assignment is eighty (80) working hours or more. Such increase shall be determined as if the assignment had been a promotion, and shall be effective from the first day of such an assignment.

Employees who are assigned out-of-class work due to a vacancy or long term leave, and employees who are performing out of class work on a regular or recurring basis, as defined above, in addition to their regular duties, shall receive a salary rate increase to the next higher level for the time actually worked and shall not be subject to the eighty (80) hour rule.

Section 11.2 - Procedures

When it appears that there has been a change in the duties and responsibilities of a position, a department head may request a reclassification during the budget request process.

An employee, with or without his/her representative, may notify and discuss with his or her department head of the need for reclassification prior to the budget request process. The decision

Attachment: Attachment P (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026)

of the department head concerning the reclassification issue shall not be subject to grievance or appeal.

Section 11.3 – Merit System

Merit System rules concerning reclassification shall continue to apply to those employees covered by the State Merit System.

ARTICLE 12 - SENIORITY & LAYOFF

Section 12.1 - Seniority Defined

Seniority is defined as an employee's length of continuous service in a permanent position with the County, in a classification covered by this Memorandum of Understanding. Permanent Part-Time Employees shall accrue seniority on a pro-rated basis.

Section 12.2 - Order of Layoff

When one (1) or more employees in the same classification in a department are to be laid off, the order of layoff in the affected department shall be follows:

a) Extra help employees;
b) Probationary employees in the inverse order of seniority;
c) Permanent part-time employees in the inverse order of seniority;
d) Regular full-time employees in the inverse order of seniority.

Section 12.3 - Notice of Layoff

Employees subject to the provision of this Article shall be given at least (30) calendar days written notice prior to the effective date of layoff, except in cases of bona fide emergency. The Union shall receive concurrent notice, and upon request, shall be afforded an opportunity to meet with the County to discuss any proposed alternatives. The procedures in Section 12.4 shall be applied prior to the effective date of the layoff.

Section 12.4 - Reassignment in Lieu of Layoff

12.4.1 - Vacant Positions. In the event of notice of layoff, an employee so affected will be allowed to transfer to a vacant position the County has determined to be filled in his/her classification within the department where the layoff occurred or any classification at the same or lower level within the department where the layoff occurred in which the employee had formerly held permanent status. The County shall provide a listing of appropriate vacancies and the employee may select from this list.

Attachment: Attachment P (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026)

12.4.2 - Displacement. In the event there are no vacancies as listed in 12.4.1 above, the employee shall have the right, upon request, to be returned to any classification in the department in which the layoff occurred at the same or lower level in which permanent status had formerly been held, provided he/she has seniority over a current incumbent, and the regular layoff procedure in that same or lower level shall apply, within said department.

Section 12.5 - Layoff

In the event that an employee is not reassigned in lieu of layoff as in Section 12.4 above, he/she shall be laid off. If an employee elects not to exercise the rights in 12.4.2, Order of Layoff, he/she may be deemed to have been offered and to have declined such work unless the employee has a compelling reason for not accepting such position, as determined by the County.

Section 12.6 - Re-employment List

12.6.1 - Recall. The names of such probationary and permanent employees reassigned or laid off in accordance with 12.4.2 or Section 12.5 of this Article shall be entered upon a re-employment list in inverse order as specified in Section 12.2. As positions from which employees were re-assigned or re-employed become open within the department where the employee's layoff occurred, they shall be filled from this list.

12.6.2 - Vacancies. When vacancies occur in departments outside the one from which an employee has been laid off, employees on the recall list shall receive the same consideration as current county employees. If an employee fills a vacancy in another department, he/she shall suffer no loss in seniority, and shall be required to serve a probationary period as if he/she had transferred into the department. If he/she is rejected on probation, the employee shall retain his/her status on the recall list. The employee shall also retain recall rights to his/her former position until the time at which he/she would normally be deleted from the recall list, as outlined in 12.6.3 below.

12.6.3 - Deletion from List. No name shall be carried on a re-employment list for a period longer than eighteen (18) months. Names shall also be dropped from the list upon re-employment under 12.6.1, Recall, above.

Section 12.7 - Seniority Accrual

Seniority shall continue to accrue while an employee is in paid status, or during illness leave due to industrial disability. Seniority shall be broken upon resignation, discharge for just cause, promotion out of the bargaining unit, failure to respond to a recall from layoff under 12.6.1 above, or absence without approved leave for three (3) or more consecutive days without adequate cause.

Attachment: Attachment P (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026)

Attachment: Attachment P (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026)

ARTICLE 13 - EMPLOYEE DISCIPLINE

A permanent employee may be demoted, suspended or dismissed by a department head in accordance with this Article.

An employee shall have the right to have a Union representative/steward present at any investigatory meeting with supervisors or management representatives when the employee has reason to believe that such meeting could lead to disciplinary action. The employee under investigation will be provided advance written notice of the purpose of the meeting.

Nothing contained herein shall prevent the County from taking whatever disciplinary action it may deem appropriate under Article 13 with the full understanding that such matters are subject to the grievance procedure as set forth in Section 14.3.

Whenever there is a disciplinary matter under investigation, the affected employee will be notified as soon as practicable and appropriate that he or she is subject to investigation.

Section 13.1 - Just Cause

The County shall discipline, suspend with or without pay, discharge, or demote a permanent employee for just cause only. The discipline shall be reasonably related to the seriousness of the offense. One or more of the following causes shall be grounds for suspension, demotion, dismissal, or discipline, of any permanent employee, including, but not limited to:

13.1.1 - Omission or willful misrepresentation of a material fact or other fraud in securing employment including, but not limited to, the following:

13.1.1.1 - Falsification of application for work;

13.1.1.2 - False information regarding driver's license;

13.1.1.3 - False information regarding professional licenses, credentials, or certificates;

13.1.2 - Incompetence;

13.1.3 - Insubordination;

13.1.4 - Dishonesty;

13.1.5 - Improper use of drugs or alcohol including, but not limited to, the following:

13.1.5.1 - In possession of, under the influence of, alcohol beverages, while at work or in county work areas;

13.1.5.2 - In possession of, under the influence of, or trafficking in habit-forming drugs and/or narcotics while at work or on county property. The term "drugs" means controlled substances as defined in Division 10 (commencing with Section 11000) of the California Health and Safety Code;

13.1.6 - Unexcused absence from duty, including, but not limited to, participation in unlawful strikes or other job actions, such as sick-ins or slow-downs, or not available if officially on call;

13.1.7 - Misuse of county property or damage to county property resulting from misuse or negligence;

13.1.8 - Violation of a county and/or department rule;

13.1.9 - Sexual harassment.

13.1.10 - Habitual tardiness.

Section 13.2 - Notice of Intent to Discharge, Demote, or Suspend

When a department head contemplates disciplinary action against a permanent employee, the concerned employee shall receive advance written notice of the proposed action.

13.2.1 - Said notice shall state the date the proposed action will be effective and the specific grounds upon which the action is being taken.

13.2.2 - Said notice shall inform the employee of his/her right to respond to the proposed action and of his/her right to receive a copy of the written materials alleged to support the action.

13.2.3 - An employee, upon receipt of proposed action, shall have ten (10) working days to respond to the proposed action.

13.2.4 - Said response may be made orally or in writing.

13.2.5 - Said response shall be made to the department head.

13.2.6 - When a response is made to a proposed disciplinary action, the department head shall consider said response prior to making a final decision regarding the proposed action.

Attachment: Attachment P (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026)

Attachment: Attachment P (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026)

Section 13.3 - Decision to Discharge, Demote, or Suspend

When a department head believes there is just cause for disciplinary action against an employee, the department head shall give the employee a written notice of the action. Notification to a permanent employee of disciplinary action shall be deemed sufficient when it is delivered in person to the employee or when it is deposited in the U.S. certified mail, postage prepaid, and addressed to the last known address of the employee. It is the employee's obligation to notify the County of changes in address.

The notification to the employee shall contain the following:

13.3.1 - A statement of the cause (pursuant to 13.2 above) and of the specific acts and omissions upon which the disciplinary action is based.

13.3.2 - If it is claimed that the employee has violated a rule or regulation of the County, a reference to the rule or regulation.

13.3.3 - A statement of the disciplinary action and a copy of all written material on which the action is based.

13.3.4 - A statement that the employee has a right to appeal such a decision and charges if demanded within 10 (ten) working days after service of this notice, pursuant to section 13.3.5 below. Information to be provided to the County Administrative Officer is the same as outlined in Section 13.3.5 below.

13.3.5 – Disciplinary decisions in the form of a written reprimand, suspension, demotion or dismissal may be appealed in writing to the County Administrative Officer within ten (10) working days after receiving notice of the decision from the employee's department head. The County Administrative Officer shall meet with the employee within ten (10) working days after receiving the employee's written appeal. The employee may be accompanied by his or her union/steward and/or legal representative. The meeting with the County Administrative Officer shall not be considered an evidentiary hearing and will be limited to the employee's appeal of the proposed disciplinary action. After hearing the employee's appeal the County Administrative Officer shall communicate his or her decision to the employee in writing within ten (10) working days after concluding the appeal meeting with the employee. Except in cases involving suspension, demotion or discharge, the County Administrative Officer's decision shall be final and binding on the employee and the County.

13.3.6 - Disciplinary Arbitration – In cases involving suspension, demotion or discharge, the affected employee shall have the right to appeal the County Administrative Officer's decision to arbitration if requested in writing within ten (10) working days of the date of the County Administrative Officer's written decision. Any such appeal must be submitted directly to the County Administrative Officer.

Upon receipt of the employee's request to appeal the suspension, demotion or discharge decision, the County and the employee's designated representative shall mutually agree upon an arbitrator, or jointly select one from a list of seven (7) arbitrators provided by the State Mediation and Conciliation Service. If the parties cannot reach mutual agreement regarding an arbitrator, they shall strike names from the above-mentioned list. The parties shall flip a coin to determine who strikes first. The parties agree that an arbitrator will be selected within sixty (60) days of receipt of the employee's appeal.

The parties may mutually agree to use an arbitrator not on the list or to add to, or modify the list. The arbitrator's fee and expenses shall be borne equally by the parties.

Section 13.3.7 - Arbitrator Authority – The jurisdiction and authority of the arbitrator and his or her opinion and award shall be limited to reviewing the factual and legal basis for the discipline and any affirmative defenses submitted by the employee appealing the decision. Should the arbitrator find insufficient evidence to sustain the misconduct charged by the County, he or she shall have the authority to reverse or modify the disciplinary penalty. The arbitrator shall have no authority to add to, detract from, alter, amend, or modify an provision of this MOU; to impose on either party a limitation or obligation not explicitly provided for in this MOU; or to establish or alter any wage structure.

Subject to jurisdictional limitation provided above, the decision of the arbitrator shall be final and binding on the parties.

For those County employees subject to the State Merit System Services, Government Code section 17550-17566, the right to disciplinary arbitration as provided in section 13.3.6 above shall be subject to the request and approval process under Government Code section 17567 to authorize use of a local agency appeal procedure rather than the procedures in section 17552-17566.

Section 13.4 - Immediate Demotion or Suspension Without Pay or Benefits of Permanent Employee

If the department head determines that, pending the Appeal Procedures on the demotion, suspension or dismissal of a permanent employee, the immediate demotion or suspension of the employee without pay would be in the best interests of the County, the following procedure shall be initiated prior to imposing the demotion or suspension:

13.4.1 - In addition to the written notice of the proposed disciplinary action as provided in Section 13.2, the employee shall be given written notice of the demotion or suspension without pay and the charges upon which this action is based, and his/her right to respond to those charges both orally at a conference with the department head, and in writing.

Attachment: Attachment P (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026)

13.4.2 - The employee shall be given notice of the immediate demotion or suspension sufficiently in advance of the action to review the charges and to frame a response.

13.4.3 - The demotion or suspension action should be discussed prior to its occurrence at a conference with the department head, during which time the employee shall have the right to present any rebutting evidence.

Section 13.5 - Immediate Interim Suspension

Nothing in this section shall be construed to prohibit an immediate interim suspension prior to notice and a conference where an immediate suspension is required to protect persons or property in accordance with the following procedures provided such suspension is with pay until procedures in Section 13.4 have been followed.

13.5.1 - The suspended employee is given written notice in person or by deposit in U.S. certified mail to the charges upon which the suspension was based within one (1) working day after suspension;

13.5.2 - The employee is notified of his/her right to file a written response or to have a conference with the department head;

13.5.3 - A reasonable opportunity is afforded the employee for a conference within five (5) calendar days from the date of suspension.

ARTICLE 14 - GRIEVANCE PROCEDURE

Section 14.1 - Definitions

14.1.1 - A "grievance" is an allegation by one or more employees or the Union that the County has violated an express provision of this Memorandum of Understanding, which has had an adverse impact on one or more bargaining unit members.

14.1.2 - A "supervisor" is an administrator having immediate jurisdiction over the grievant.

14.1.3 - "Working day" shall mean days in which the County offices are open for business.

Section 14.2 - Pre-Grievance Step

14.2.1 - Potential grievances shall be discussed in informal conferences between the employee and the immediate supervisor outside of the bargaining unit. At least one informal meeting between parties shall take place before the grievance procedure is invoked.

Attachment: Attachment P (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026)

14.2.2 - If the potential grievance is not resolved at this step, then the aggrieved employee may declare that a grievance exists and the provisions of this Article will be implemented.

14.2.3 - Any resolution reached at the pre-grievance step must be in accordance with the provisions of the Memorandum of Understanding.

Section 14.3 - Formal Grievance

14.3.1 - Step One. Within fifteen (15) working days of the occurrence or discovery of an alleged grievance, the grievance shall be presented in writing to the department head or his/her designee. The grievance form shall contain information which identifies:

1. The aggrieved;
2. The specific nature of the grievance;
3. The time or place of its occurrence;
4. The section of this Memorandum of Understanding alleged to have been violated;
5. The consideration given or steps taken to secure informal resolution;
6. The corrective action desired.
7. The specific adverse impact on one or more bargaining unit members.

A decision shall be made in writing within ten (10) working days of receipt of the grievance. A copy shall be sent to the Union and this copy shall dictate time limits. In the event the department head grants the grievance in a manner that requires the payment of any County funds to the grievant, the department head's decision shall be advisory only to the County Administrative Officer.

A meeting shall take place if it is agreed by the parties that such a meeting would assist to clarify or resolve the grievance. The employee may be accompanied by his/her union representative/steward at the meeting.

14.3.2 - Step Two. If the grievant is not satisfied with the step one decision, he/she may appeal the decision in writing to the County Administrative Officer or his/her designee within ten (10) working days after receiving a written decision at step one. The County shall mail the written decision via certified mail, return receipt or may effect personal service.

The County Administrative Officer or his/her designee shall meet with the grievant within 10 working days after receiving the grievance. The grievant may be accompanied by his/her union representative/steward. Additional meetings may be held as per mutual agreement.

The County Administrative Officer or his/her designee shall communicate his/her decision to the grievant in writing within ten (10) working days after concluding the

Attachment: Attachment P (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026)

appropriate meetings with the grievant. Such decision shall be final and binding on the grievant and the Union unless it is timely appealed to arbitration by the Union in accordance with the procedures set forth in Section 14.3.3.

14.3.3 - Step Three - Arbitration. Any grievance, as defined in Section 14.1 of this Memorandum of Understanding, that has been properly and timely processed through the grievance procedure set forth in this Article and that has not been settled at the conclusion thereof, may be appealed to arbitration by the Union with written notice of intent to appeal. The failure to appeal a grievance to arbitration in accordance with this Section within ten (10) working days after receipt of the written answer of the County at Step 2 of the grievance procedure shall constitute a waiver of the Union's right to appeal to arbitration, and the written answer of the County at Step 2 of the grievance procedure shall be final and binding on the aggrieved employee, the County, and the Union.

The County and the Union shall mutually agree upon an arbitrator, or jointly select one from a list of seven (7) arbitrators provided by the State Mediation and Conciliation Service.

When the parties cannot reach mutual agreement regarding an arbitrator, they shall strike names from the above-mentioned list. The parties shall flip a coin to determine who strikes first. The parties will alternate the flipping of the coin.

The arbitrator shall be requested to render his/her decision within thirty (30) working days of the hearing, receipt of the transcription, or the briefs.

The parties may mutually agree to use an arbitrator not on the list or to add to, or modify the list. The arbitrator's compensation and expenses shall be borne equally by the Union and the County.

14.3.4 - Arbitrator Authority. The jurisdiction and authority of the arbitrator and his/her opinion and award shall be confined exclusively to the interpretation and/or application of the express provision(s) of this Memorandum of Understanding at issue between the Union and County. He/she shall have no authority to add to, detract from, alter, amend, or modify any provision of this Memorandum of Understanding; to impose on either party a limitation or obligation not explicitly provided for in this Memorandum of Understanding; or to establish or alter any wage structure. The arbitrator shall not hear or decide more than one (1) grievance without the mutual consent of the County and the Union. The written award of the arbitrator on the merits of any grievance adjudicated within his/her jurisdiction and authority shall be final and binding on aggrieved employee, the Union and the County.

Attachment: Attachment P (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026)

Attachment: Attachment P (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026)

Section 14.4 - Miscellaneous Provisions

14.4.1 - In the absence of administrators required to render decisions as outlined in the procedures, the administrative officer shall appoint a substitute.

14.4.2 - Employees shall have the right to present their own grievances or do so through a representative of their own choice. Grievances may also be presented by a group of employees, by the Union, or by the County. No grievance settlement may be made in violation of this Memorandum of Understanding.

The Union shall be provided copies of individual or group grievances and responses to same. Such grievances may not proceed beyond Step Two without written concurrence of the Union.

The Union shall have the right to appear and be heard in all individual or group grievances at any step.

14.4.3 -Time limits may be extended or waived only by written agreement of the parties. If either party fails to comply with the grievances time limits, the grievances shall be settled in favor of the other party. If, as a result of such action the parties are unable to reach agreement or an appropriate remedy, the matter may be referred to an arbitrator as provided in this Article and the arbitrator shall fashion an appropriate remedy.

14.4.4 - It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable policies, rules and regulations of the County until such grievance and any effect thereof shall have been fully determined.

ARTICLE 15 - PERSONNEL FILES

Section 15.1 - The County shall maintain a personnel file for each employee in a central location. Personnel files contain private and confidential information and shall be maintained in a secure manner.

Section 15.2 - An employee shall have access to his/her personnel file, upon request, at any time during normal office hours providing the request is reasonable and is made at a time previously approved by immediate supervisor. Employees shall also have the right to review his/her personnel file kept at their department. Like the centrally located personnel file, the department file contains private and confidential information and shall be maintained in a secure manner.

Section 15.3 - Access to personnel files shall be limited to the employee, the employee's immediate supervisor and/or department head, the human resources director, county

counsel and the administrative officer. Upon written authorization by the employee, a representative of the Union shall be permitted to examine and/or obtain copies of the materials in such employee's personnel file. The signed authorization shall be kept in the file.

Section 15.4 - Upon request by the employee, negative or derogatory material in an employee's personnel file shall be reviewed for removal after remaining in the file for a period of eighteen (18) months, and annually thereafter.

ARTICLE 16 - SAFETY

The County agrees to make all reasonable provisions for the safety and health of its employees. In the event any safety or health hazard is detected, it shall promptly be reported to the appropriate supervisor. The County shall take affirmative steps to investigate the problem, determine its extent as soon as possible, and make the appropriate remedy where needed; no employee shall be exposed to unsafe conditions pending their correction. No employee shall be discharged or otherwise disciplined for bringing to the attention of his/her supervisor any unsafe condition that may exist. Safe working practices and safety regulations shall be adhered to by the employee and the County. The failure of any employee to follow the safe working practices, safety rules, and/or regulations can lead to disciplinary actions provided employees are properly informed of such practices, safety rules, and/or regulations.

The County and the Union agree to establish a joint Labor/Management Safety Committee. The Committee will be comprised of 4 representatives from each side. The Committee shall meet at least twice per year. The purpose of the Committee is to identify health and safety hazards in the workplace and to make recommendations to the County Administrative Officer for their corrections.

ARTICLE 17 - NO STRIKE/ NO LOCKOUT

Section 17.1 - The County and the Union recognize that strikes and other forms of work stoppage by members of the recognized employee organization are contrary to the continuity of county operations. The County and Union subscribe to the principle that differences shall be resolved by peaceful and appropriate means, and agreements shall result from negotiating in good faith. The Union therefore agrees that there shall be no strikes, work stoppage, or other refusal to perform work by the employees covered by this Memorandum of Understanding, the County agrees that, unless there is a strike, work stoppage, or other refusal to perform work by employees covered by this Memorandum of Understanding, there shall be no lockouts of its employees, during the term of this Memorandum of Understanding.

Attachment: Attachment P (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026)

Section 17.2 - It is agreed that the grievance machinery of this Memorandum of Understanding, the dispute settlement machinery provided in the Employer-Employee Relations Policy, and the judicial and administrative remedies provided by law, are the sole and exclusive means for settling any dispute between the employees and/or the Union and County whether relating to the application of the Memorandum of Understanding or otherwise.

Section 17.3 - In the event of any such action or interference, the Union shall take whatever affirmative action necessary and within its authority to prevent and bring about the termination of such action or interference. Such affirmative action shall include the immediate disavowal and refusal to recognize any such action or interference, and the Union immediately shall instruct any and all employees to cease their misconduct and inform them that their misconduct is a violation of the Memorandum of Understanding subjecting them to disciplinary action including discharge.

Section 17.4 - Notwithstanding the above, it is agreed by the Parties that employees shall have the individual right to refuse to cross a picket line sanctioned by the Central Labor Council.

ARTICLE 18 - ENTIRE AGREEMENT

Section 18.1 - It is intended that this Memorandum of Understanding sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior-to existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded, or terminated in their entirety. This Memorandum of Understanding shall govern in case of conflict with provisions of existing County Ordinances, rules, practices, and regulations pertaining to wages, hours and other terms and conditions of employment.

Section 18.2 - During the term of this Memorandum of Understanding, both parties waive and relinquish the right to meet and negotiate and agrees that neither party shall be obligated to meet and renegotiate with respect to any subject or matter covered in this Memorandum of Understanding, including such subjects or matters that were proposed and later withdrawn.

Section 18.3 - Each party understands that only the Board of Supervisors has the authority to bestow additional benefits on employees covered by this Agreement. The parties, therefore, agree that regardless of the action of any department head, elected official, or employee supervisor, only the employee benefits contained in this Agreement, or an appropriate written amendment to this Agreement, shall be binding on the County.

Section 18.4 - The County agrees to give Union adequate notice of proposed changes in policy, rules, and procedures affecting matters within the scope of representation under the

Attachment: Attachment P (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026)

Meyers-Milias-Brown Act and to meet and confer with the Union on these changes upon request, unless otherwise agreed to in this Memorandum of Understanding.

ARTICLE 19 - SAVINGS

If any provision(s) of this Memorandum of Understanding or any applications(s) thereof to any employee(s) are held to be contrary to law by a court of competent jurisdiction (including the appellate process), then such provision or application will not be deemed valid and subsisting except to the maximum extent permitted by law but all other provisions or applications shall continue in full force and effect.

In the event of suspension or invalidation of any article or section of this Memorandum of Understanding, by a court of competent jurisdiction, the parties agree to meet and confer within thirty (30) days after such determination for the sole purpose of arriving at a mutually satisfactory replacement for such article or section.

Attachment: Attachment P (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026)

ARTICLE 20 - DURATION

This Memorandum of Understanding shall become effective on November 1, 2019, and shall continue in full force and effect through October 31, 2023. The parties agree that meet and confer on a successor Memorandum of Understanding is completed. This Memorandum of Understanding shall be automatically renewed from year-to-year thereafter, unless either party serves upon the other ninety (90) days prior to its expiration written notice of desire to modify this Memorandum.

This Memorandum of Understanding concludes meeting and negotiating on any subject between the parties, whether included in this Memorandum of Understanding or not, for the term of this Memorandum of Understanding, except as per Article 18.4.

For the County

Miles Menetrey, Chair
Mariposa County Board of Supervisors

Dec 18 2019
Date

Richard C. Bolanos, County Negotiator
Liebert Cassidy Whitmore

Approved as to Form:

Steven W. Dahlem
County Counsel

For the Union

Kevin Smith
SEIU

12-10-19
Date

Darryl Nielsen
Negotiating Team Member

Susan Seed
Negotiating Team Member

Attachment: Attachment P (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026)

APPENDIX A

Job Classifications and Salary Grade/Step Table
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POSITION	GRADE	STEP	HOURLY	MONTHLY	ANNUAL
ACCOUNT CLERK I	103	1	14.887	2,580.29	30,964.10
	103	2	15.628	2,708.78	32,506.07
	103	3	16.408	2,844.08	34,129.66
	103	4	17.232	2,986.90	35,843.44
	103	5	18.091	3,135.80	37,630.25
ACCOUNT CLERK II	109	1	15.961	2,766.59	33,199.75
	109	2	16.761	2,905.11	34,861.99
	109	3	17.597	3,050.07	36,601.55
	109	4	18.478	3,202.72	38,433.45
	109	5	19.405	3,363.43	40,361.99
ACCOUNTANT I	181	1	24.708	4,282.59	51,392.07
	181	2	25.946	4,497.17	53,967.04
	181	3	27.241	4,721.77	56,662.28
	181	4	28.604	4,957.99	59,497.11
	181	5	30.035	5,206.04	62,473.68
ACCOUNTANT II	193	1	28.398	4,922.21	59,067.59
	193	2	29.819	5,168.46	62,022.69
	193	3	31.308	5,426.71	65,121.67
	193	4	32.874	5,698.01	68,377.44
	193	5	34.520	5,983.28	71,800.71
ACCOUNTING TECH I	130	1	18.542	3,213.82	38,566.60
	130	2	19.468	3,374.35	40,493.00
	130	3	20.444	3,543.47	42,522.48
	130	4	21.465	3,720.47	44,646.46
	130	5	22.539	3,906.76	46,882.11
ACCOUNTING TECH II	147	1	20.490	3,551.52	42,619.12
	147	2	21.514	3,729.06	44,749.54
	147	3	22.590	3,915.54	46,987.34
	147	4	23.720	4,111.32	49,336.81
	147	5	24.907	4,317.13	51,806.55
ACCOUNTING TECH III	166	1	22.587	3,915.00	46,980.90
	166	2	23.715	4,110.61	49,328.22
	166	3	24.898	4,315.52	51,787.23
	166	4	26.147	4,532.07	54,385.82
	166	5	27.451	4,758.09	57,098.24
ADMINISTRATIVE TECHNICIAN	268	1	26.284	4,555.86	54,671.45
	268	2	27.599	4,783.69	57,405.35
	268	3	28.979	5,022.96	60,276.69
	268	4	30.426	5,273.69	63,285.48
	268	5	31.948	5,537.48	66,451.04
AG/STND INSPECTOR I	218	1	25.725	4,458.87	53,507.45
	218	2	27.008	4,681.32	56,176.92
	218	3	28.360	4,915.59	58,988.13
	218	4	29.775	5,160.94	61,932.49
	218	5	31.265	5,419.19	65,031.48

Attachment: Attachment P (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026)

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POSITION	GRADE	STEP	HOURLY	MONTHLY	ANNUAL
AG/STND INSPECTOR II	197	1	27.032	4,685.43	56,226.32
	197	2	28.388	4,920.42	59,046.11
	197	3	29.804	5,165.95	61,992.62
	197	4	31.295	5,424.37	65,093.76
	197	5	32.860	5,695.68	68,349.52
AG/STND PROGRAM TECH I	154	1	21.756	3,770.94	45,252.08
	154	2	22.842	3,959.20	47,511.35
	154	3	23.986	4,157.50	49,890.90
	154	4	25.187	4,365.63	52,388.55
	154	5	26.442	4,583.25	55,000.04
AG/STND PROGRAM TECH II	121	1	23.930	4,147.83	49,774.93
	121	2	25.126	4,355.07	52,261.85
	121	3	26.385	4,573.22	54,879.77
	121	4	27.704	4,801.94	57,624.40
	121	5	29.086	5,041.40	60,497.89
ALCOHOL/DRUG ASST I	106	1	15.648	2,712.19	32,546.88
	106	2	16.430	2,847.84	34,174.76
	106	3	17.250	2,989.93	35,879.95
	106	4	18.112	3,139.37	37,673.20
	106	5	19.019	3,296.50	39,558.79
ALCOHOL/DRUG ASST II	116	1	17.637	3,057.05	36,685.30
	116	2	18.518	3,209.70	38,517.21
	116	3	19.449	3,371.13	40,454.34
	116	4	20.420	3,539.36	42,473.09
	116	5	21.440	3,716.17	44,594.91
ALCOHOL/DRUG SPEC I	117	1	19.491	3,378.34	40,540.93
	117	2	20.464	3,547.04	42,565.36
	117	3	21.493	3,725.44	44,706.09
	117	4	22.566	3,911.34	46,937.01
	117	5	23.693	4,106.74	49,281.84
ALCOHOL/DRUG SPEC II	139	1	21.539	3,733.35	44,801.02
	139	2	22.616	3,920.04	47,041.43
	139	3	23.749	4,116.43	49,398.13
	139	4	24.938	4,322.51	51,871.12
	139	5	26.183	4,538.28	54,460.41
ALCOHOL/DRUG SPEC III	155	1	23.803	4,125.73	49,509.68
	155	2	24.992	4,331.81	51,982.67
	155	3	26.242	4,548.57	54,583.82
	155	4	27.554	4,776.01	57,313.13
	155	5	28.934	5,015.11	60,182.46
ANIMAL CONTROL OFFICER	148	1	20.593	3,569.42	42,833.88
	148	2	21.623	3,747.85	44,975.04
	148	3	22.702	3,934.87	47,219.28
	148	4	23.839	4,132.09	49,585.94
	148	5	25.030	4,338.43	52,062.12

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APPENDIX A

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POSITION	GRADE	STEP	HOURLY	MONTHLY	ANNUAL
APPRAISER I	172	1	23.042	3,993.93	47,927.99
	172	2	24.196	4,193.83	50,326.86
	172	3	25.404	4,403.21	52,839.55
	172	4	26.675	4,623.51	55,483.25
	172	5	28.007	4,854.38	58,253.65
APPRAISER II	187	1	25.460	4,413.05	52,957.67
	187	2	26.735	4,633.89	55,607.81
	187	3	28.072	4,865.66	58,388.95
	187	4	29.475	5,108.86	61,307.54
	187	5	30.947	5,364.06	64,370.01
APPRAISER III	201	1	28.991	5,024.93	60,300.31
	201	2	30.440	5,276.20	63,315.54
	201	3	31.963	5,540.17	66,483.25
	201	4	33.561	5,817.20	69,807.74
	201	5	35.238	6,107.84	73,295.44
ASSESSMT/RECORD CLK I	108	1	15.883	2,753.00	33,036.53
	108	2	16.680	2,891.15	34,694.48
	108	3	17.511	3,035.22	36,423.30
	108	4	18.387	3,186.98	38,244.46
	108	5	19.305	3,346.07	40,153.68
ASSESSMT/RECORD CLK II	114	1	17.462	3,026.63	36,320.21
	114	2	18.335	3,178.02	38,137.08
	114	3	19.251	3,336.77	40,042.00
	114	4	20.214	3,503.74	42,045.71
	114	5	21.225	3,678.94	44,148.21
ASSESSMT/RECORD CLK III	220	1	19.085	3,307.95	39,696.24
	220	2	20.039	3,473.32	41,680.62
	220	3	21.041	3,647.09	43,765.94
	220	4	22.092	3,829.27	45,952.20
	220	5	23.197	4,020.77	48,250.13
ASSOCIATE ENGINEER	219	1	34.357	5,955.18	71,463.54
	219	2	36.075	6,252.80	75,035.00
	219	3	37.877	6,565.26	78,784.71
	219	4	39.770	6,893.30	82,721.26
	219	5	41.759	7,238.17	86,859.68
ASSOCIATE PLANNER	210	1	29.724	5,151.99	61,825.11
	210	2	31.210	5,409.70	64,917.65
	210	3	32.773	5,680.47	68,166.97
	210	4	34.409	5,964.13	71,570.92
	210	5	36.129	6,262.28	75,148.82
ASST PLANNER	182	1	24.708	4,282.59	51,392.07
	182	2	25.946	4,497.17	53,967.04
	182	3	27.241	4,721.77	56,662.28
	182	4	28.604	4,957.99	59,497.11
	182	5	30.035	5,206.04	62,473.68

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APPENDIX A

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AUDITOR-APPRAISER	276	1	30.440	5,276.20	63,315.54
	276	2	31.962	5,539.98	66,481.11
	276	3	33.560	5,817.02	69,805.59
	276	4	35.238	6,107.84	73,295.44
	276	5	37.001	6,413.32	76,961.39
BUILDING INSPECTOR	186	1	25.208	4,369.39	52,433.65
	186	2	26.470	4,588.08	55,058.02
	186	3	27.792	4,817.15	57,806.95
	186	4	29.182	5,058.04	60,697.62
	186	5	30.640	5,310.91	63,732.18
CADASTRAL DRAFT TECH I	164	1	22.140	3,837.51	46,050.99
	164	2	23.248	4,029.54	48,355.36
	164	3	24.408	4,230.69	50,769.26
	164	4	25.628	4,442.04	53,305.58
	164	5	26.910	4,664.32	55,972.90
CADASTRAL DRAFT TECH II	173	1	23.273	4,033.83	48,406.90
	173	2	24.435	4,235.35	50,825.10
	173	3	25.660	4,447.60	53,372.16
	173	4	26.941	4,669.69	56,037.33
	173	5	28.288	4,903.24	58,839.94
CHILD SUPT ACCOUNT TECH	167	1	22.587	3,915.00	46,980.90
	167	2	23.715	4,110.61	49,328.22
	167	3	24.898	4,315.52	51,787.23
	167	4	26.147	4,532.07	54,385.82
	167	5	27.451	4,758.09	57,098.24
CHILD SUPT ACCT SPCLIST	199	1	26.500	4,593.27	55,120.30
	199	2	27.825	4,822.88	57,875.67
	199	3	29.213	5,063.41	60,762.05
	199	4	30.676	5,316.99	63,805.20
	199	5	32.211	5,583.12	66,998.68
CHILD SUPT ASSISTANT I	224	1	13.470	2,334.75	28,017.59
	224	2	14.143	2,451.43	29,417.82
	224	3	14.851	2,574.21	30,891.08
	224	4	15.593	2,702.70	32,433.06
	224	5	16.372	2,837.82	34,054.49
CHILD SUPT ASSISTANT II	104	1	14.887	2,580.29	30,964.10
	104	2	15.628	2,708.78	32,506.07
	104	3	16.408	2,844.08	34,129.66
	104	4	17.232	2,986.90	35,843.44
	104	5	18.091	3,135.80	37,630.25
CHILD SUPT LEGAL SEC I	126	1	17.998	3,119.51	37,434.82
	126	2	18.895	3,275.03	39,301.08
	126	3	19.839	3,438.78	41,266.13
	126	4	20.834	3,611.12	43,334.27
	126	5	21.871	3,790.98	45,492.61

Attachment: Attachment P (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026)

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CHILD SUPT LEGAL SEC II	135	1	18.915	3,278.61	39,344.03
	135	2	19.862	3,442.72	41,313.38
	135	3	20.852	3,614.34	43,372.93
	135	4	21.898	3,795.64	45,548.45
	135	5	22.994	3,985.51	47,827.05
CHILD SUPT SPCLST I	223	1	21.114	3,659.62	43,916.27
	223	2	22.170	3,842.70	46,113.27
	223	3	23.278	4,034.72	48,417.64
	223	4	24.442	4,236.60	50,840.13
	223	5	25.664	4,448.31	53,380.75
CHILD SUPT SPCLST II	174	1	23.273	4,033.83	48,406.90
	174	2	24.435	4,235.35	50,825.10
	174	3	25.660	4,447.60	53,372.16
	174	4	26.941	4,669.69	56,037.33
	174	5	28.288	4,903.24	58,839.94
CHILD SUPT SPCLST III	189	1	25.845	4,479.63	53,756.58
	189	2	27.138	4,703.87	56,447.52
	189	3	28.495	4,939.03	59,269.46
	189	4	29.922	5,186.35	62,237.45
	189	5	31.415	5,445.14	65,342.88
CLINICAL PSYCHOLOGIST	202	1	29.135	5,049.99	60,600.98
	202	2	30.593	5,302.68	63,633.39
	202	3	32.121	5,567.55	66,811.84
	202	4	33.731	5,846.55	70,159.94
	202	5	35.416	6,138.62	73,664.83
CODE COMPLIANCE TECHNICIAN	212	1	26.206	4,542.27	54,508.24
	212	2	27.516	4,769.37	57,233.54
	212	3	28.890	5,007.57	60,092.00
	212	4	30.336	5,258.12	63,098.64
	212	5	31.854	5,521.19	66,255.61
COMMUNITY DESIGN DEVEL PLANNER	171	1	31.210	5,409.70	64,917.65
	171	2	32.772	5,680.29	68,164.82
	171	3	34.410	5,964.31	71,573.07
	171	4	36.130	6,262.46	75,150.97
	171	5	37.936	6,575.47	78,907.12
COMNTY MENTAL HLTH NURSE	213	1	30.937	5,362.28	64,348.54
	213	2	32.482	5,630.18	67,563.50
	213	3	34.107	5,911.69	70,941.67
	213	4	35.813	6,207.51	74,491.65
	213	5	37.602	6,517.48	78,211.30
COMRCL TRUCK DRVR/EQ MECH	138	1	22.587	3,915.00	46,980.90
	138	2	23.715	4,110.61	49,328.22
	138	3	24.898	4,315.52	51,787.23
	138	4	26.147	4,532.07	54,385.82
	138	5	27.451	4,758.09	57,098.24

Attachment: Attachment P (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026)

APPENDIX A

Job Classifications and Salary Grade/Step Table
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POSITION	GRADE	STEP	HOURLY	MONTHLY	ANNUAL
CUSTODIAN	107	1	16.116	2,793.44	33,521.89
	107	2	16.923	2,933.21	35,199.16
	107	3	17.770	3,080.13	36,962.34
	107	4	18.656	3,233.69	38,804.98
	107	5	19.590	3,395.47	40,746.41
DEP TREASURER	188	1	25.460	4,413.05	52,957.67
	188	2	26.735	4,633.89	55,607.81
	188	3	28.072	4,865.66	58,388.95
	188	4	29.475	5,108.86	61,307.54
	188	5	30.947	5,364.06	64,370.01
DEVELOPMENT SRVS TECH	150	1	20.644	3,578.19	42,939.11
	150	2	21.676	3,757.15	45,086.71
	150	3	22.760	3,945.07	47,341.69
	150	4	23.897	4,142.10	49,706.20
	150	5	25.093	4,349.34	52,193.12
DISTRICT ATTY INVEST/ASST	178	1	24.466	4,240.71	50,889.53
	178	2	25.688	4,452.43	53,430.14
	178	3	26.971	4,674.88	56,099.61
	178	4	28.321	4,908.96	58,908.67
	178	5	29.735	5,153.96	61,848.73
ELECTIONS CLERK I	123	1	17.819	3,088.55	37,063.28
	123	2	18.706	3,242.28	38,908.07
	123	3	19.642	3,404.60	40,855.94
	123	4	20.625	3,574.97	42,900.46
	123	5	21.655	3,753.40	45,041.61
ELECTIONS CLERK II	143	1	19.687	3,412.29	40,948.29
	143	2	20.671	3,582.85	42,994.95
	143	3	21.706	3,762.35	45,148.99
	143	4	22.792	3,950.61	47,408.27
	143	5	23.930	4,147.83	49,774.93
ELIGIBILITY SPECIALIST I	113	1	17.204	2,981.88	35,783.31
	113	2	18.067	3,131.50	37,578.70
	113	3	18.970	3,288.09	39,457.85
	113	4	19.917	3,452.21	41,427.20
	113	5	20.912	3,624.73	43,497.49
ELIGIBILITY SPECIALIST II	133	1	18.824	3,262.68	39,152.90
	133	2	19.765	3,425.90	41,111.51
	133	3	20.752	3,596.98	43,164.61
	133	4	21.789	3,776.66	45,320.80
	133	5	22.879	3,965.65	47,588.67
ELIGIBILITY SPECIALIST III	149	1	20.593	3,569.42	42,833.88
	149	2	21.623	3,747.85	44,975.04
	149	3	22.702	3,934.87	47,219.28
	149	4	23.839	4,132.09	49,585.94
	149	5	25.030	4,338.43	52,062.12

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APPENDIX A

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POSITION	GRADE	STEP	HOURLY	MONTHLY	ANNUAL
ELIGIBILITY SUPERVISOR	190	1	25.845	4,479.63	53,756.58
	190	2	27.138	4,703.87	56,447.52
	190	3	28.495	4,939.03	59,269.46
	190	4	29.922	5,186.35	62,237.45
	190	5	31.415	5,445.14	65,342.88
ENGINEERING TECH I	156	1	21.539	3,733.35	44,801.08
	156	2	22.615	3,919.83	47,038.88
	156	3	23.746	4,115.98	49,392.65
	156	4	24.934	4,321.79	51,862.39
	156	5	26.182	4,538.15	54,458.84
ENGINEERING TECH II	179	1	24.466	4,240.71	50,889.53
	179	2	25.688	4,452.43	53,430.14
	179	3	26.971	4,674.88	56,099.61
	179	4	28.321	4,908.96	58,908.67
	179	5	29.735	5,153.96	61,848.73
ENGINEERING TECH III	198	1	27.032	4,685.43	56,226.32
	198	2	28.388	4,920.42	59,046.11
	198	3	29.804	5,165.95	61,992.62
	198	4	31.295	5,424.37	65,093.76
	198	5	32.860	5,695.68	68,349.52
ENGINEERING TECH TRAINEE	127	1	17.998	3,119.51	37,434.82
	127	2	18.895	3,275.03	39,301.08
	127	3	19.839	3,438.78	41,266.13
	127	4	20.834	3,611.12	43,334.27
	127	5	21.871	3,790.98	45,492.61
EQUIPMENT MECH/HVY EQUIP	168	1	22.587	3,915.00	46,980.90
	168	2	23.715	4,110.61	49,328.22
	168	3	24.898	4,315.52	51,787.23
	168	4	26.147	4,532.07	54,385.82
	168	5	27.451	4,758.09	57,098.24
EQUIPMENT MECHANIC SUPERVISOR	261	1	25.460	4,413.05	52,957.67
	261	2	26.735	4,633.89	55,607.81
	261	3	28.072	4,865.66	58,388.95
	261	4	29.475	5,108.86	61,307.54
	261	5	30.947	5,364.06	64,370.01
EQUIPMENT OPERATOR - SOLID WST	258	1	20.865	3,616.49	43,398.70
	258	2	21.907	3,797.06	45,565.63
	258	3	23.003	3,987.12	47,846.38
	258	4	24.153	4,186.49	50,238.81
	258	5	25.361	4,395.87	52,751.50
EQUIPMENT SERVICE WORKER	177	1	17.817	3,088.19	37,058.99
	177	2	18.708	3,242.60	38,911.93
	177	3	19.643	3,404.72	40,857.45
	177	4	20.625	3,574.97	42,900.46
	177	5	21.656	3,753.57	45,043.76

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APPENDIX A

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POSITION	GRADE	STEP	HOURLY	MONTHLY	ANNUAL
EXECUTIVE ASSISTANT	266	1	25.678	4,450.82	53,410.81
	266	2	26.965	4,673.81	56,086.72
	266	3	28.311	4,907.17	58,887.19
	266	4	29.728	5,152.71	61,833.70
	266	5	31.215	5,410.41	64,926.24
FIRE PREVENTION INSPECTOR I	183	1	18.628	3,228.73	38,745.49
	183	2	19.559	3,390.17	40,682.84
	183	3	20.537	3,559.67	42,716.84
	183	4	21.564	3,737.66	44,852.84
	183	5	22.642	3,924.54	47,095.36
FIRE PREVENTION INSPECTOR II	185	1	23.774	4,120.79	49,450.42
	185	2	24.963	4,326.83	51,922.96
	185	3	26.211	4,543.18	54,519.19
	185	4	27.522	4,770.34	57,245.13
	185	5	28.898	5,008.84	60,107.25
GIS SPECIALIST I	254	1	26.755	4,637.47	55,650.76
	254	2	28.090	4,868.88	58,427.61
	254	3	29.497	5,112.80	61,354.78
	254	4	30.971	5,368.18	64,419.41
	254	5	32.519	5,636.45	67,638.66
GIS SPECIALIST II	256	1	29.429	5,100.98	61,213.04
	256	2	30.902	5,356.19	64,275.52
	256	3	32.446	5,623.92	67,488.33
	256	4	34.069	5,905.25	70,864.36
	256	5	35.774	6,200.72	74,410.04
INFORMATION SYS SPECIALIST I	209	1	29.428	5,100.81	61,210.90
	209	2	30.901	5,356.01	64,273.37
	209	3	32.445	5,623.74	67,486.18
	209	4	34.068	5,905.07	70,862.21
	209	5	35.773	6,200.53	74,407.90
INFORMATION SYS SPECIALIST II	207	1	35.935	6,228.64	74,745.07
	207	2	37.731	6,539.86	78,479.75
	207	3	39.618	6,867.00	82,405.56
	207	4	41.601	7,210.78	86,531.10
	207	5	43.679	7,570.86	90,852.07
JUNIOR ENGINEER	214	1	31.091	5,389.47	64,674.97
	214	2	32.646	5,658.46	67,902.82
	214	3	34.277	5,941.22	71,296.02
	214	4	35.991	6,238.30	74,861.04
	214	5	37.791	6,550.23	78,604.31
KITCHEN ASSISTANT	100	1	12.558	2,176.73	26,121.26
	100	2	13.188	2,285.89	27,431.29
	100	3	13.848	2,400.25	28,803.61
	100	4	14.539	2,519.98	30,240.36
	100	5	15.269	2,646.50	31,758.71

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POSITION	GRADE	STEP	HOURLY	MONTHLY	ANNUAL
LEGAL SECRETARY I	134	1	17.998	3,119.51	37,434.82
	134	2	18.895	3,275.03	39,301.08
	134	3	19.839	3,438.78	41,266.13
	134	4	20.834	3,611.12	43,334.27
	134	5	21.871	3,790.98	45,492.61
LEGAL SECRETARY II	136	1	18.915	3,278.61	39,344.03
	136	2	19.862	3,442.72	41,313.38
	136	3	20.852	3,614.34	43,372.93
	136	4	21.898	3,795.64	45,548.45
	136	5	22.994	3,985.51	47,827.05
LIBRARY ASSISTANT I	112	1	16.613	2,879.52	34,554.88
	112	2	17.444	3,023.58	36,283.70
	112	3	18.317	3,174.80	38,098.42
	112	4	19.233	3,333.73	40,005.49
	112	5	20.194	3,500.16	42,002.76
LIBRARY ASSISTANT II	118	1	17.637	3,057.05	36,685.30
	118	2	18.518	3,209.70	38,517.21
	118	3	19.449	3,371.13	40,454.34
	118	4	20.420	3,539.36	42,473.09
	118	5	21.440	3,716.17	44,594.91
LICENSED VOCATIONAL NURSE	274	1	27.237	4,721.05	56,653.69
	274	2	28.600	4,957.28	59,488.52
	274	3	30.029	5,204.97	62,460.80
	274	4	31.532	5,465.35	65,585.56
	274	5	33.108	5,738.64	68,864.94
MAINT/CONST SPVR-ROAD	236	1	28.158	4,880.58	58,568.06
	236	2	29.563	5,124.10	61,490.41
	236	3	31.042	5,380.50	64,567.18
	236	4	32.594	5,649.56	67,796.02
	236	5	34.225	5,932.29	71,188.79
MAINTENANCE SPVR-FAC	184	1	28.167	4,882.16	58,587.07
	184	2	29.576	5,126.47	61,518.92
	184	3	31.056	5,382.88	64,595.69
	184	4	32.608	5,651.93	67,824.53
	184	5	34.237	5,934.26	71,212.55
MAINTENANCE WRKR I-FAC	124	1	18.352	3,180.90	38,171.44
	124	2	19.269	3,339.81	40,078.51
	124	3	20.233	3,506.96	42,084.37
	124	4	21.246	3,682.52	44,191.17
	124	5	22.305	3,866.14	46,394.60
MAINTENANCE WRKR I-ROAD	237	1	18.352	3,180.90	38,171.44
	237	2	19.269	3,339.81	40,078.51
	237	3	20.233	3,506.96	42,084.37
	237	4	21.246	3,682.52	44,191.17
	237	5	22.305	3,866.14	46,394.60

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POSITION	GRADE	STEP	HOURLY	MONTHLY	ANNUAL
MAINTENANCE WRKR I-SW	248	1	18.352	3,180.90	38,171.44
	248	2	19.269	3,339.81	40,078.51
	248	3	20.233	3,506.96	42,084.37
	248	4	21.246	3,682.52	44,191.17
	248	5	22.305	3,866.14	46,394.60
MAINTENANCE WRKR II-FAC	140	1	20.077	3,479.94	41,760.08
	140	2	21.082	3,654.07	43,849.70
	140	3	22.133	3,836.25	46,035.95
	140	4	23.243	4,028.64	48,344.62
	140	5	24.402	4,229.62	50,756.38
MAINTENANCE WRKR II-ROAD	238	1	20.077	3,479.94	41,760.08
	238	2	21.082	3,654.07	43,849.70
	238	3	22.133	3,836.25	46,035.95
	238	4	23.243	4,028.64	48,344.62
	238	5	24.402	4,229.62	50,756.38
MAINTENANCE WRKR II-SW	249	1	20.077	3,479.94	41,760.08
	249	2	21.082	3,654.07	43,849.70
	249	3	22.133	3,836.25	46,035.95
	249	4	23.243	4,028.64	48,344.62
	249	5	24.402	4,229.62	50,756.38
MAINTENANCE WRKR III-FAC	163	1	22.633	3,923.06	47,077.54
	163	2	23.765	4,119.20	49,431.31
	163	3	24.951	4,324.82	51,898.90
	163	4	26.200	4,541.19	54,495.35
	163	5	27.511	4,768.48	57,222.80
MAINTENANCE WRKR III-ROAD	239	1	22.633	3,923.06	47,077.54
	239	2	23.765	4,119.20	49,431.31
	239	3	24.951	4,324.82	51,898.90
	239	4	26.200	4,541.19	54,495.35
	239	5	27.511	4,768.48	57,222.80
MAINTENANCE WRKR III-SW	250	1	22.633	3,923.06	47,077.54
	250	2	23.765	4,119.20	49,431.31
	250	3	24.951	4,324.82	51,898.90
	250	4	26.200	4,541.19	54,495.35
	250	5	27.511	4,768.48	57,222.80
MENTAL HLTH AIDE/CLIENT REC	128	1	16.023	2,777.33	33,328.60
	128	2	16.823	2,915.85	34,990.85
	128	3	17.664	3,061.70	36,741.14
	128	4	18.546	3,214.53	38,575.19
	128	5	19.474	3,375.43	40,505.88
MENTAL HLTH ASST I	119	1	17.637	3,057.05	36,685.30
	119	2	18.518	3,209.70	38,517.21
	119	3	19.449	3,371.13	40,454.34
	119	4	20.420	3,539.36	42,473.09
	119	5	21.440	3,716.17	44,594.91

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MENTAL HLTH ASST II	157	1	21.539	3,733.35	44,801.08
	157	2	22.615	3,919.83	47,038.88
	157	3	23.746	4,115.98	49,392.65
	157	4	24.934	4,321.79	51,862.39
	157	5	26.182	4,538.15	54,458.84
MENTAL HLTH ASST III	191	1	25.845	4,479.63	53,756.58
	191	2	27.138	4,703.87	56,447.52
	191	3	28.495	4,939.03	59,269.46
	191	4	29.922	5,186.35	62,237.45
	191	5	31.415	5,445.14	65,342.88
MENTAL HLTH CLINICIAN	203	1	29.135	5,049.99	60,600.98
	203	2	30.593	5,302.68	63,633.39
	203	3	32.121	5,567.55	66,811.84
	203	4	33.731	5,846.55	70,159.94
	203	5	35.416	6,138.62	73,664.83
NETWORK ADMINISTRATOR I	208	1	29.428	5,100.81	61,210.90
	208	2	30.901	5,356.01	64,273.37
	208	3	32.445	5,623.74	67,486.18
	208	4	34.068	5,905.07	70,862.21
	208	5	35.773	6,200.53	74,407.90
NETWORK ADMINISTRATOR II	221	1	35.935	6,228.64	74,745.07
	221	2	37.731	6,539.86	78,479.75
	221	3	39.618	6,867.00	82,405.56
	221	4	41.601	7,210.78	86,531.10
	221	5	43.679	7,570.86	90,852.07
OFFICE ASSISTANT I	101	1	13.470	2,334.75	28,017.59
	101	2	14.143	2,451.43	29,417.82
	101	3	14.851	2,574.21	30,891.08
	101	4	15.593	2,702.70	32,433.06
	101	5	16.372	2,837.82	34,054.49
OFFICE ASSISTANT II	105	1	14.887	2,580.29	30,964.10
	105	2	15.628	2,708.78	32,506.07
	105	3	16.408	2,844.08	34,129.66
	105	4	17.232	2,986.90	35,843.44
	105	5	18.091	3,135.80	37,630.25
OFFICE TECHNICIAN	160	1	21.756	3,770.94	45,252.08
	160	2	22.842	3,959.20	47,511.35
	160	3	23.986	4,157.50	49,890.90
	160	4	25.187	4,365.63	52,388.55
	160	5	26.442	4,583.25	55,000.04
OFFICE TECHNICIAN SUPERVISOR	161	1	23.930	4,147.83	49,774.93
	161	2	25.127	4,355.25	52,263.99
	161	3	26.385	4,573.22	54,879.77
	161	4	27.703	4,801.77	57,622.26
	161	5	29.090	5,042.11	60,506.48

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POSITION	GRADE	STEP	HOURLY	MONTHLY	ANNUAL
PC TECHNICIAN	165	1	22.249	3,856.48	46,278.63
	165	2	23.361	4,049.22	48,591.60
	165	3	24.532	4,252.17	51,026.98
	165	4	25.757	4,464.42	53,574.03
	165	5	27.045	4,687.77	56,254.23
PH EMERGENCY RSPNS COORD	216	1	34.183	5,924.94	71,100.59
	216	2	35.896	6,221.83	74,663.46
	216	3	37.687	6,532.34	78,389.55
	216	4	39.573	6,859.12	82,311.07
	216	5	41.552	7,202.19	86,428.01
PLAN CHECKER/INSPECTOR	196	1	26.764	4,639.08	55,670.09
	196	2	28.104	4,871.20	58,455.52
	196	3	29.507	5,114.41	61,374.11
	196	4	30.983	5,370.33	64,445.18
	196	5	32.532	5,638.77	67,666.58
PLANNING TECHNICIAN	169	1	22.587	3,915.00	46,980.90
	169	2	23.715	4,110.61	49,328.22
	169	3	24.898	4,315.52	51,787.23
	169	4	26.147	4,532.07	54,385.82
	169	5	27.451	4,758.09	57,098.24
PLANT OPERATOR I	272	1	23.764	4,119.01	49,429.16
	272	2	24.953	4,325.18	51,903.20
	272	3	26.200	4,541.19	54,495.35
	272	4	27.509	4,768.12	57,218.51
	272	5	28.886	5,006.85	60,083.41
PLANT OPERATOR II	273	1	24.952	4,325.01	51,901.05
	273	2	26.200	4,541.19	54,495.35
	273	3	27.511	4,768.48	57,222.80
	273	4	28.886	5,006.85	60,083.41
	273	5	30.331	5,257.22	63,087.90
PROBATION TECHNICIAN	226	1	20.077	3,479.94	41,760.08
	226	2	21.082	3,654.07	43,849.70
	226	3	22.133	3,836.25	46,035.95
	226	4	23.243	4,028.64	48,344.62
	226	5	24.402	4,229.62	50,756.38
PROGRAM ASSISTANT I	265	1	16.286	2,822.78	33,874.09
	265	2	17.096	2,963.28	35,559.96
	265	3	17.955	3,112.17	37,346.76
	265	4	18.850	3,267.34	39,208.73
	265	5	19.793	3,430.73	41,169.49
PROGRAM ASSISTANT II	270	1	17.915	3,105.19	37,263.01
	270	2	18.811	3,260.53	39,127.12
	270	3	19.751	3,423.39	41,081.44
	270	4	20.739	3,594.66	43,136.69
	270	5	21.774	3,774.16	45,290.74

Attachment: Attachment P (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026)

APPENDIX A

Job Classifications and Salary Grade/Step Table
These salaries are effective 11/1/2019. Salary increases beyond this date and which are reflected in Section 6.1 are to be calculated using these rates as a a base.

POSITION	GRADE	STEP	HOURLY	MONTHLY	ANNUAL
PROGRAM SPECIALIST I	277	1	21.114	3,659.62	43,916.27
	277	2	22.170	3,842.70	46,113.27
	277	3	23.278	4,034.72	48,417.64
	277	4	24.442	4,236.60	50,840.13
	277	5	25.664	4,448.31	53,380.75
PROGRAM SPECIALIST II	278	1	23.273	4,033.83	48,406.90
	278	2	24.435	4,235.35	50,825.10
	278	3	25.660	4,447.60	53,372.16
	278	4	26.941	4,669.69	56,037.33
	278	5	28.288	4,903.24	58,839.94
PROGRAM SPECIALIST III	279	1	25.845	4,479.63	53,756.58
	279	2	27.138	4,703.87	56,447.52
	279	3	28.495	4,939.03	59,269.46
	279	4	29.922	5,186.35	62,237.45
	279	5	31.415	5,445.14	65,342.88
PUBLIC HEALTH NURSE I	227	1	30.937	5,362.28	64,348.54
	227	2	32.482	5,630.18	67,563.50
	227	3	34.107	5,911.69	70,941.67
	227	4	35.813	6,207.51	74,491.65
	227	5	37.602	6,517.48	78,211.30
PUBLIC HEALTH NURSE II	217	1	34.183	5,924.94	71,100.59
	217	2	35.896	6,221.83	74,663.46
	217	3	37.689	6,532.69	78,393.84
	217	4	39.573	6,859.12	82,311.07
	217	5	41.552	7,202.19	86,428.01
RECREATION SUPERVISOR	263	1	28.518	4,943.06	59,317.88
	263	2	29.945	5,190.42	62,286.30
	263	3	31.443	5,450.02	65,401.46
	263	4	33.015	5,722.44	68,670.57
	263	5	34.664	6,008.29	72,100.85
REGISTERED ENV HEALTH SPECLIST	211	1	30.173	5,229.84	62,759.31
	211	2	31.681	5,491.31	65,896.96
	211	3	33.266	5,766.02	69,193.52
	211	4	34.931	6,054.51	72,655.46
	211	5	36.674	6,356.77	76,282.75
REGISTERED NURSE	200	1	27.996	4,852.58	58,232.17
	200	2	29.394	5,094.90	61,140.02
	200	3	30.866	5,349.93	64,200.35
	200	4	32.408	5,617.30	67,408.87
	200	5	34.028	5,898.09	70,778.45
SERVICES SUPPORT ASSISTANT III	260	1	18.356	3,181.61	38,180.03
	260	2	19.274	3,340.71	40,089.25
	260	3	20.237	3,507.68	42,092.96
	260	4	21.249	3,683.06	44,197.61
	260	5	22.311	3,867.22	46,407.49

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POSITION	GRADE	STEP	HOURLY	MONTHLY	ANNUAL
SHERIFF'S DISPATCHER	152	1	20.696	3,587.32	43,048.64
	152	2	21.732	3,766.82	45,202.68
	152	3	22.816	3,954.73	47,457.66
	152	4	23.957	4,152.49	49,830.76
	152	5	25.156	4,360.26	52,324.13
SHERIFF'S EVIDENCE TECH	142	1	19.491	3,378.29	40,540.25
	142	2	20.465	3,547.23	42,567.58
	142	3	21.490	3,724.94	44,700.15
	142	4	22.566	3,911.42	46,937.95
	142	5	23.693	4,106.67	49,280.98
SOCIAL SERVICE AIDE	120	1	17.637	3,057.05	36,685.30
	120	2	18.518	3,209.70	38,517.21
	120	3	19.449	3,371.13	40,454.34
	120	4	20.420	3,539.36	42,473.09
	120	5	21.440	3,716.17	44,594.91
SOCIAL WORKER I	153	1	21.221	3,678.23	44,139.62
	153	2	22.279	3,861.66	46,340.91
	153	3	23.393	4,054.77	48,658.17
	153	4	24.561	4,257.17	51,087.11
	153	5	25.791	4,470.32	53,644.90
SOCIAL WORKER II	175	1	23.389	4,054.05	48,649.58
	175	2	24.558	4,256.64	51,080.67
	175	3	25.786	4,469.42	53,634.16
	175	4	27.077	4,693.31	56,320.81
	175	5	28.430	4,927.75	59,134.17
SOCIAL WORKER III	192	1	25.845	4,479.63	53,756.58
	192	2	27.138	4,703.87	56,447.52
	192	3	28.495	4,939.03	59,269.46
	192	4	29.922	5,186.35	62,237.45
	192	5	31.415	5,445.14	65,342.88
SOCIAL WORKER IV	204	1	29.135	5,049.99	60,600.98
	204	2	30.593	5,302.68	63,633.39
	204	3	32.121	5,567.55	66,811.84
	204	4	33.731	5,846.55	70,159.94
	204	5	35.416	6,138.62	73,664.83
SR ACCOUNT CLERK	122	1	17.819	3,088.55	37,063.28
	122	2	18.706	3,242.28	38,908.07
	122	3	19.642	3,404.60	40,855.94
	122	4	20.625	3,574.97	42,900.46
	122	5	21.655	3,753.40	45,041.61
SR AG/STANDARDS INSPECTOR	206	1	29.281	5,075.22	60,903.79
	206	2	30.745	5,328.99	63,949.09
	206	3	32.284	5,595.82	67,151.16
	206	4	33.896	5,875.18	70,503.56
	206	5	35.592	6,169.22	74,032.07

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POSITION	GRADE	STEP	HOURLY	MONTHLY	ANNUAL
SR ALCOHOL/DRUG SPECIALIST	176	1	26.235	4,547.38	54,569.58
	176	2	27.550	4,775.21	57,303.64
	176	3	28.926	5,013.73	60,165.85
	176	4	30.374	5,264.69	63,177.59
	176	5	31.890	5,527.54	66,331.72
SR DEVELOPMENT SERV TECH	162	1	21.756	3,770.94	45,252.08
	162	2	22.842	3,959.20	47,511.35
	162	3	23.986	4,157.50	49,890.90
	162	4	25.187	4,365.63	52,388.55
	162	5	26.442	4,583.25	55,000.04
SR GEOGRAPHIC INFO SYST SPCLST	255	1	33.846	5,866.59	70,400.48
	255	2	35.539	6,159.92	73,920.39
	255	3	37.315	6,467.73	77,614.26
	255	4	39.180	6,791.11	81,494.98
	255	5	41.141	7,130.97	85,573.27
SR LIBRARY ASSISTANT	141	1	19.491	3,378.29	40,540.25
	141	2	20.465	3,547.23	42,567.58
	141	3	21.490	3,724.94	44,700.15
	141	4	22.566	3,911.42	46,937.95
	141	5	23.693	4,106.67	49,280.98
SR NUTRITION COOK/SPVR	102	1	13.739	2,656.71	31,881.12
	102	2	14.429	2,501.01	30,012.71
	102	3	15.151	2,626.10	31,513.88
	102	4	15.909	2,757.47	33,090.22
	102	5	16.702	2,894.91	34,739.58
SR OFFICE ASSISTANT	111	1	18.542	3,213.82	38,566.60
	111	2	19.468	3,374.35	40,493.00
	111	3	20.444	3,543.47	42,522.48
	111	4	21.465	3,720.47	44,646.46
	111	5	22.539	3,906.76	46,882.11
SR PLANT OPERATOR	271	1	30.745	5,328.99	63,949.09
	271	2	32.282	5,595.47	67,146.86
	271	3	33.896	5,875.18	70,503.56
	271	4	35.590	6,168.87	74,027.77
	271	5	37.370	6,477.40	77,730.23
STAFF DEVELOPMENT COORDINATOR	252	1	25.185	4,365.24	52,383.81
	252	2	26.442	4,583.17	54,999.14
	252	3	27.766	4,812.72	57,753.70
	252	4	29.156	5,053.65	60,644.99
	252	5	30.610	5,305.57	63,668.04
STAFF SERVICES ANALYST I	257	1	23.496	4,072.49	48,870.79
	257	2	24.672	4,276.33	51,316.90
	257	3	25.903	4,489.83	53,878.99
	257	4	27.201	4,714.79	56,578.52
	257	5	28.560	4,950.30	59,404.76

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APPENDIX A

Job Classifications and Salary Grade/Step Table
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POSITION	GRADE	STEP	HOURLY	MONTHLY	ANNUAL
STAFF SERVICES ANALYST II	253	1	25.845	4,479.63	53,756.58
	253	2	27.138	4,703.87	56,447.52
	253	3	28.495	4,939.03	59,269.46
	253	4	29.922	5,186.35	62,237.45
	253	5	31.415	5,445.14	65,342.88
SUPERVISING CUSTODIAN	125	1	17.819	3,088.55	37,063.28
	125	2	18.706	3,242.28	38,908.07
	125	3	19.642	3,404.60	40,855.94
	125	4	20.625	3,574.97	42,900.46
	125	5	21.655	3,753.40	45,041.61
SURVEY TECHNICIAN	264	1	27.032	4,685.43	56,226.32
	264	2	28.388	4,920.42	59,046.11
	264	3	29.804	5,165.95	61,992.62
	264	4	31.295	5,424.37	65,093.76
	264	5	32.860	5,695.68	68,349.52
SYSTEM SUPT ANALYST-HS	170	1	22.698	3,934.33	47,212.84
	170	2	23.832	4,130.83	49,570.90
	170	3	25.026	4,337.71	52,053.53
	170	4	26.278	4,554.79	54,658.57
	170	5	27.589	4,782.08	57,386.02
TRANSIT SYSTEM BUS DRVR	137	1	19.298	3,345.00	40,140.79
	137	2	20.263	3,512.15	42,146.65
	137	3	21.277	3,687.89	44,255.59
	137	4	22.339	3,872.05	46,465.47
	137	5	23.456	4,065.69	48,789.18
TRANSPORTATION PLANNER	269	1	29.724	5,151.99	61,825.11
	269	2	31.210	5,409.70	64,917.65
	269	3	32.773	5,680.47	68,166.97
	269	4	34.409	5,964.13	71,570.92
	269	5	36.129	6,262.28	75,148.82
VICTIM WITNESS ADVOCATE	259	1	17.637	3,057.05	36,685.30
	259	2	18.518	3,209.70	38,517.21
	259	3	19.449	3,371.13	40,454.34
	259	4	20.420	3,539.36	42,473.09
	259	5	21.440	3,716.17	44,594.91
VICTIM WITNESS COORDINATOR	400	1	25.678	4,450.82	53,410.81
	400	2	26.961	4,673.08	56,078.13
	400	3	28.310	4,907.00	58,885.04
	400	4	29.727	5,152.53	61,831.55
	400	5	31.214	5,410.24	64,924.10
4-H YOUTH COORDINATOR	146	1	21.593	3,742.66	44,912.76
	146	2	22.672	3,929.67	47,157.00
	146	3	23.807	4,126.53	49,519.36
	146	4	24.996	4,332.52	51,991.25
	146	5	26.245	4,549.07	54,589.84

Attachment: Attachment P (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026)

APPENDIX B
Alternate Work Schedules

1. Assessor's Office:
   a. 4/10 schedule for appraisers as approved by the Assessor from time-to-time.(1)
   b. 9/80 schedule for clerical staff for the months of January through November; during the month of December, the 9/80 schedule is suspended (08-317).

2. Auditor's Office: 9/80 flex schedule for Auditor's Office staff for ten (10) months each year, excluding the months of November and December (05-74).

3. Child Support Services Office: 4/10 schedule for Child Support Services' staff personnel as assigned from time-to-time (93-485). Amended to 9/80 schedule for one employee (98-405).

4. Fire Department: 4/10 schedule for Fire Department office staff (13-295).

5. Health and Human Services Agency :
   a. 9/80 schedule for Registered Environmental Health Specialists (09-150).
   b. 4/10 schedule for Hazardous Material Specialist (09-370).
   c. 4/10 schedule for Secretary (later reclassified to Accounting Technician (17-76).
   d. 9/80 schedule for certain employees as approved by immediate supervisor and the department head.(1)
   e. 9/80 schedule for office staff assigned to Housing Authority functions (94-378).
   f. 4/10 schedule for staff person of Public Guardian/Conservator's Office (00-18).
   g. 4/10 schedule for certain employees in Children's System of Care and Child Welfare, Community Action, and Housing Authority, when needed and as approved by the department head (01-305).
   h. 4/10 schedule for Senior Office Assistant who works in the Coulterville office to provide office coverage for Mental Health and Alcohol and Drug group counseling (08-462).
   i. 4/10 schedule for Secretary in Health (later reclassified to Office Technician) (17-76).
   j. 4/10 schedule for Office Technician in Health (later reclassified to Executive Assistant) (17-20)

6. Library: 4/10 schedule for senior library staff only. (07-59)

7. Planning and Building: 9/80 schedule may be assigned from time-to-time to certain employees as approved by the department head (96-23).

8. Probation: 9/80 schedule as approved by the Chief Probation Officer (08-82).

9. Public Works:

Solid Waste	7:30 am -4:30 pm TU-S		
Engineering	8:00 am - 4:30 pm	M-F	
Survey	7:00 am - 4:30 pmM-F	9/80 Flex Friday	
Fleet	8:00am - 4:30 pm M-F		
Facilities and Recreation Services			
Recreation Supervisor			
Pool Season	7:00 am - 4:30 pm	M-F	9/80 Flex
Off Season	8:00 am - 4:30 pm	M-F	
Custodial Staff	5:30 pm - 2:00 am	M-F	
All Other Staff	7:00 am - 4:30 pm	M-F	9/80 (Split Flex)
Fiscal/Admin			
Executive Assist.	7:30 am - 5:00 pm	M-F	9/80 Flex
All Other Staff	8:00 am - 4:30 pm	M-F	
Utilities	7:00 am - 4:30 pm	M-F	9/80 Split Flex 4/10
Roads			
Mar-Oct	7:00 am - 5:30 pm	M-TH	4/10 Flex
Nov - Feb	7:00 am - 4:30 pm	M-F	9/80 Split Flex

(1) With the exception of Solid Waste, Start/ Stop Times reflect a 30 minute lunch period. Employees desiring a longer lunch (up to 60 minutes per the MOU) may, with Division Manager's approval, arrange an earlier start or later stop time to accommodate a full workday.

Attachment: Attachment P (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026)

(2) Roads Crews 4/10 schedule during warm weather or longer daylight months; 9/80 schedule during winter or shorter daylight months. The effective date of the warm weather and winter alternative work schedule shall be determined by the Department.
(3) Employees on 9/80 schedules will arrange appropriate start/stop times for the biweekly 8 hour day with their Division Manager.
(4) Maintenance Worker assigned to Pool Maintenance to start at 6:00 am -3:30 pm during pool season. (17-40)

10. Sheriff/Coroner:
a. 24-hour coverage provided by Sheriff's Dispatchers assigned in 3 shifts:
7:00 a.m. - 3:00 p.m.
3:00 p.m. - 11:00 p.m.
11:00 p.m. - 7:00 a.m.
b. i) 5/8, 9/80, or 4/10 schedule for Office Technician and Administrative Assistant as approved by immediate supervisor and the department head.
ii) 5/8, 9/80, or 4/10 schedule for Animal Control employees as approved by immediate supervisor and the department head.
iii) 5/8, 9/80, or 4/10 schedule for Dispatchers as approved by immediate supervisor and the department head. (06-457)

Pursuant to Section 8.1.2.2, this schedule may be updated from time-to-time as amended and approved by the Board of Supervisors.

(1) B/S 92-279 permitted 9/80 schedules for this department. Additional resolutions are required as positions are entered into alternate work schedules.

Attachment: Attachment P (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026)

INDEX

A

Alternate Work Schedule.....Appendix B
Anniversary Date 6
Annual Leave 29
Arbitration 43

B

Benefits 20
Bereavement Leave 32
Break (Rest) Periods 27
Budget Copy 10
Bulletin Boards 9

C

California Family Rights Act 21
Call-back Pay 16
Confidential Employee 5

D

Definitions 5
- Anniversary Date 5
- Confidential Employee 5
- Employee 5
- Extra-Help Employee 6
- Grievance 45
- Management Employee 5
- Recognized Employee Organization 5
- Regular Full-Time Employee 6

Demotion 15
Dental Insurance 20
Differentials/Allowances 15
Discharge, Demote, or Suspend 41
- Decision to 43
- Notice of Intent 42

Discipline 41
Distribution of Literature 9
Duration of MOU 52

E

Educational Incentive 16
Employer/Employee Relations Ordinance 5
Evaluations 26
Extra Help Employee 6

F

Family and Medical Leave Act 21
Flex Schedules 28
Foul Weather Gear 18

G

Grievance Procedure 45

H

Holiday Pay 36
Holidays 35

Attachment: Attachment P (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026)

I

Incentive Pay Program – Eligible Certificates 17
Individual Holidays 36
Insurance 20

J

Jury Duty 34
Just Cause 41

L

Layoff 40
Leaves 29
Annual Leave 29
Benefits Available During 21
Bereavement Leave 32
Compulsory 33
Education or Training Leave 32
Failure to Return 34
Illness Leave 32
Jury Duty 34
Leave to Seek Office 33
Leave Without Pay 34
Maternity Leave 33
Military Leave 33
Personal Necessity 31
Sick Leave 31
Life Insurance 20
Lodging expenses 37
Longevity Pay 23

M

Maintenance of Benefits 21
Management Employee 5
Management Rights 6
Maternity Leave 33
Meals 36
Medical Insurance 20
Merit Advancement 14
Mileage Reimbursement Rate 36
Military Leave 33

N

Negotiating Committee 8
New Employee Orientation 11
No Strike Clause 49
Non-Discrimination 6

O

On-Call Compensation 15
Out-of-Class Work 38
Overtime 27

P

Pay upon Termination 15
Payment Schedules 14
Performance Evaluations 26
Personnel Files 48

Attachment: Attachment P (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026)

Policies 7
Preamble 5
Probation 24
Promotion 15

R

Recall from Layoff 40
Reclassification 38
Recognition 5
Recognized Employee Organization 5
Regular Full-Time Employee 6
Release Time 8
Retirement Contribution 21
Rights of Probationary Employees 26

S

Safety and Health 49
Safety Gear 18
Salaries 13
Savings Clause 51
Schedule Changes
Procedure 28
Seniority 39
Seniority Accrual 40
Shift Differential 16
Sick Leave 31
Payment of Accumulated Sick Leave 31
Split Shift Differential 16
State Disability Insurance 21
Status of New Employees 24
Stewards 8

T

Termination Pay 15
Tool Allowance 16
Transfer 15
Travel Policy 36

U

Uniform Allowance 20
Uniforms 18
Union Rights 8
Union Security 10
Use of Facilities 9

V

Vacation 29
Vision Insurance 20
Visitation 9

W

Workers' Compensation 24
Work Boots 19
Working Hours 27

Attachment: Attachment P (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026)

MARIPOSA COUNTY

LOCAL 2703

AFSCME LOCAL 2703
AFL/CIO

Mariposa County Managerial
and Confidential Organization (MCMCO)

MEMORANDUM OF UNDERSTANDING

November 1, 2019 - October 31, 2023

Attachment: Attachment P (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026)

Attachment: Attachment P (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026)

TABLE OF CONTENTS

PREAMBLE 6

ARTICLE 1 - RECOGNITION 6

ARTICLE 2 - DEFINITIONS 6

SECTION 2.1 - RECOGNIZED EMPLOYEE ORGANIZATION 6
SECTION 2.2 - EMPLOYEE 6
SECTION 2.3 - MANAGEMENT EMPLOYEE 6
SECTION 2.4 - CONFIDENTIAL EMPLOYEE 6
SECTION 2.5 - REGULAR FULL-TIME EMPLOYEES. 7
SECTION 2.6 - EXTRA HELP EMPLOYEE 7
SECTION 2.7 - ANNIVERSARY DATE 7
SECTION 2.8 - Y-RATE 7

ARTICLE 3 - NON-DISCRIMINATION 7

ARTICLE 4 - MANAGEMENT RIGHTS 7

ARTICLE 5 - UNION RIGHTS 9

SECTION 5.1 - STEWARDS AND RELEASE TIME 9
5.1.1 - Notification of Stewards. 9
5.1.2 - Release Time. 9
5.1.3 - Labor Negotiations 9
5.1.3.1 - Compensated Time Off. 9
5.1.3.2 - Resource Members. 9
5.1.4 - Grievance Processing 9
5.1.5 - Investigatory Interviews 9
SECTION 5.2 - BULLETIN BOARDS, USE OF FACILITIES 10
5.2.1 - Bulletin Boards 10
5.2.2 - Visitation and Distribution 10
5.2.3 - Facilities. 10
5.2.4 - Names and Addresses of Covered Workers. 10
5.2.5 - Notification of Union Coverage 10
5.2.6 Printing of Memorandum of Understanding 10
SECTION 5.3 - UNION SECURITY 11
SECTION 5.4 - NEW EMPLOYEE ORIENTATION 11

ARTICLE 6 - COMPENSATION 113

SECTION 6.1 - SALARIES 13
SECTION 6.2 - PAY PRACTICES 13
6.2.1 - Schedule of Payments 13
6.2.2 Merit Advancement Within Range. 14
6.2.3 - Promotion. 14
6.2.4 Demotion 14
6.2.5 - Transfer. 14
6.2.6 Position and Reclassification 14
6.2.7 Pay upon Termination. 14
6.2.8 - Compaction. 15
SECTION 6.3 - DIFFERENTIALS/ALLOWANCES 15
6.3.1 - On-Call Compensation. 15

6.3.2 - Shift Differential 15
6.3.3 - Split Shift Differential. 16
6.3.4 - Call-back Pay 16
6.3.5 - Educational Incentive Program. 16
6.3.6 - Foul Weather and Safety Gear. 16

SECTION 6.4 - BENEFITS 16
6.4.1 Insurance. 16
6.4.2 Maintenance of Benefits. 17
6.4.3 Benefits Available During Leaves. 17
6.4.4 - Retirement. 18
6.4.5 - Longevity Pay 19
SECTION 6.5 - WORKERS' COMPENSATION/STATE DISABILITY 20
6.5.1 Eligibility. 20
6.5.2 Compensation. 20
6.5.3 Usage 20

ARTICLE 7 - STATUS OF EMPLOYEES 21

SECTION 7.1 - STATUS OF NEW EMPLOYEES 21
SECTION 7.2 - STATUS OF PERMANENT EMPLOYEES 21
SECTION 7.3 - EVALUATIONS 22
SECTION 7.4 - RIGHTS 22
SECTION 7.5 - DRUG AND ALCOHOL POLICY 23

ARTICLE 8 - ATTENDANCE AND LEAVES 23

SECTION 8.1 - WORKING HOURS 23
8.1.1 - Regular Hours. 23
8.1.2 - Rest Period. 23
8.1.3 - Meal Periods. 23
8.1.4 - Overtime. 23
8.1.5 - Overtime Exempt Classifications 23
SECTION 8.2 - SCHEDULE CHANGES 24
SECTION 8.3 - LEAVES 24
8.3.1 - Annual Leave. 24
8.3.2 - Vacation Accrual 24
8.3.3 - Sick Leave 25
8.3.3.1 - Personal Necessity 26
8.3.3.2 - Payment of Accumulated Sick Leave 26
8.3.4 - Bereavement Leave 27
8.3.5 - Illness Leave 27
8.3.6 - Education or Training Leave 27
8.3.7 - Leave to Seek Office 28
8.3.8 - Military Leave 28
8.3.9 - Compulsory Leave 28
8.3.10 - Maternity Leave 28
8.3.11 - Jury Duty 29
8.3.12 - Administrative Leave 29
8.3.13 - Leave Without Pay 29
8.3.14 - Failure to Return from Leave at Scheduled Time 30
8.3.15 - Payment for Earned Annual Leave upon Termination 30
8.3.16 - County Business 30

Attachment: Attachment P (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026)

ARTICLE 9 - HOLIDAYS 30
SECTION 9.1 - LEGAL HOLIDAYS 30
SECTION 9.2 - INDIVIDUAL HOLIDAYS 31
9.2.1 - Personal Holiday. 31
9.2.2 - Additional Holiday. 31
SECTION 9.3 - HOLIDAY PAY 31
ARTICLE 10 - TRAVEL POLICY 31
SECTION 10.1 - IN-COUNTY TRAVEL 31
10.1.1 - Mileage Reimbursement Rate. 31
10.1.2 - Meals. 31
10.1.3 - Employee Expenses. 32
SECTION 10.2 - OUT-OF-COUNTY TRAVEL 32
10.2.1 - Mileage Reimbursement Rate. 32
10.2.2 Out-of-County Meals. 32
10.2.3 - Lodging. 32
10.2.4 - Banquet Expenses. 33
10.2.5 - Travel Expense Advance. 33
SECTION 10.3 - NON-REIMBURSABLE ITEMS 33
ARTICLE 11 - RECLASSIFICATION AND OUT-OF-CLASS WORK 33
SECTION 11.1 - DEFINITION OF OUT-OF-CLASS WORK 33
SECTION 11.2 - PROCEDURES 33
SECTION 11.3 - GENERAL CONDITIONS 34
11.3.1 - Effective Dates. 34
11.3.2 - Out-of-Class Payments. 34
11.3.3 - Merit System. 34
11.3.4 - One Year Bar. 35
SECTION 11.4 - TEMPORARY ASSIGNMENTS 35
ARTICLE 12 - SENIORITY & LAYOFF 35
SECTION 12.1 - SENIORITY DEFINED 35
SECTION 12.2 - ORDER OF LAYOFF 35
SECTION 12.3 - NOTICE OF LAYOFF 35
SECTION 12.4 - REASSIGNMENT IN LIEU OF LAYOFF 36
12.4.1 - Vacant Positions. 36
12.4.2 - Displacement. 36
SECTION 12.5 - LAYOFF 36
SECTION 12.6 - RE-EMPLOYMENT LIST 36
12.6.1 Recall. 36
12.6.2 Vacancies. 36
12.6.3 Deletion from List. 37
SECTION 12.7 - SENIORITY ACCRUAL 37
ARTICLE 13 - EMPLOYEE DISCIPLINE 37
SECTION 13.1 - JUST CAUSE 37
SECTION 13.2 - NOTICE OF INTENT TO DISCHARGE, DEMOTE, OR SUSPEND 38
SECTION 13.3 - DECISION TO DISCHARGE, DEMOTE, OR SUSPEND 39
SECTION 13.4 - IMMEDIATE DEMOTION OR SUSPENSION WITHOUT PAY OR BENEFITS OF PERMANENT EMPLOYEE ... 40
SECTION 13.5 - IMMEDIATE INTERIM SUSPENSION 40
ARTICLE 14 - GRIEVANCE PROCEDURE 41

Attachment: Attachment P (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026)

SECTION 14.1 - DEFINITIONS 41
SECTION 14.2 - PRE-GRIEVANCE STEP 41
SECTION 14.3 - FORMAL GRIEVANCE 41
14.3.1 Step One. 41
14.3.2 - Step Two. 42
14.3.3 - Step Three – Arbitration. 42
14.3.4 - Arbitrator Authority. 43
SECTION 14.4 - MISCELLANEOUS PROVISIONS 43
ARTICLE 15 - PERSONNEL FILES 44
ARTICLE 16 - SAFETY 44
ARTICLE 17 - NO STRIKE/ NO LOCKOUT 45
ARTICLE 18 - ENTIRE AGREEMENT 45
ARTICLE 19 - SAVINGS 46
ARTICLE 20 - DURATION 47
APPENDIX A - JOB CLASSIFICATIONS/SALARY SCHEDULE
APPENDIX B - ALTERNATE WORK SCHEDULE
INDEX

Attachment: Attachment P (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026)

Attachment: Attachment P (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026)

PREAMBLE

The parties to this Memorandum of Understanding are the Mariposa County Board of Supervisors ("County") and the Mariposa County Managerial/Confidential Organization, a chapter of AFSCME, Local 2703 ("Union").

ARTICLE 1 - RECOGNITION

The County recognizes the Union as the Recognized Employee Organization, as defined in the County Employer/Employee Relations Ordinance, for all regular, full-time employees occupying classes listed in the attached Appendix "A," but excluding confidential employees, as that term is defined below.

ARTICLE 2 - DEFINITIONS

Section 2.1 - Recognized Employee Organization

"Recognized Employee Organization" means a registered employee organization which has the exclusive right to represent the employees in a representation unit pursuant to a vote of the employees in that unit.

Section 2.2 - Employee

"Employee" means any person employed by the County, excepting those persons elected by popular vote, appointed to fill the unexpired term of an elected office, or appointed to office by the governor of the State of California.

Section 2.3 - Management Employee

"Management Employee" means an employee having significant responsibilities in formulating and/or administering County policy. This shall include those that act on behalf of a department head in his/her absence. Management employees are designated by the Board of Supervisors without a meet and confer or meet and consult process.

Section 2.4 - Confidential Employee

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

Attachment: Attachment P (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026)

Section 2.5 - Regular Full-Time Employees

"Regular Full-Time Employees" means all permanent and probationary salaried employees, excluding extra help employees. The term "Regular Full-Time Employees" is deemed to include part-time employees within bargaining unit classifications who receive employee benefits.

Section 2.6 - Extra Help Employee

"Extra Help Employee" means any employee who is not a regular full-time employee and is paid on an hourly basis.

Section 2.7 - Anniversary Date

"Anniversary Date" means an employee's original date of hire into a permanent classification covered by this Memorandum of Understanding. For all purposes except the extension of a probationary period, step raises, and evaluations subsequent to a demotion or promotion, an employee's anniversary date shall not be changed unless seniority stops accruing or is broken, as is specified in Article 12, Seniority and Layoff or Section 12.7, Seniority Accrual. An employee's anniversary date in a classification may be changed when a probationary period is extended and upon promotion or demotion, for purposes of evaluation and granting of step increases only, as specified in Article 6, Compensation, Section 6.2.3, Promotion, and Section 6.2.4, Demotion.

Section 2.8 - Y-Rate

If the salary of the employee is greater than the maximum of the new range, the salary of the employee shall be designated as a "Y" rate and shall not change during continuous regular service until the maximum of the new range exceeds the salary of the employee.

ARTICLE 3 - NON-DISCRIMINATION

Neither the County nor the Union shall discriminate against an employee covered by this Memorandum of Understanding in violation of a relevant federal, state or local statute.

ARTICLE 4 - MANAGEMENT RIGHTS

4.1

The Union agrees that the County has complete authority for the policies and administration of all County departments which it shall exercise under the provisions of law and in fulfilling its responsibilities under this Memorandum of Understanding.

4.2

Any matter involving the management of governmental operations vested by law in the County and

not covered by this Memorandum of Understanding is in the province of the County.

4.3

The Mariposa County Board of Supervisors, hereinafter referred to as "Board", on its own behalf and on behalf of the County, hereby retains and reserves unto itself all rights, power, authority, duty and responsibility confirmed on and vested in it by the laws and Constitution of the State of California.

4.4

The exercise of any such right, power, authority, duty, or responsibility by the Board and the adoption of such rules, regulations, and policies as it may deem necessary and as they apply to employees represented by the Union shall be limited only by the specific and express terms of this Memorandum of Understanding.

4.5

The management of the County government and the direction of the work force of the County are vested exclusively in the County subject to the terms of this Memorandum of Understanding. The existing rights of the County include but are not limited to the following:

4.5.1 - Direct the work of its employees;

4.5.2 - Hire, promote, demote, transfer, assign, and retain employees in positions within the County, subject to this Memorandum of Understanding;

4.5.3 - Discipline employees in accordance with this Memorandum of Understanding;

4.5.4 - Maintain the efficiency of governmental operation;

4.5.5 - Relieve employees from duties because of lack of work subject to this Memorandum of Understanding;

4.5.6 - Take actions as may be necessary to carry out the County services in emergencies; and

4.5.7 - Determine the methods, means and personnel by which operations are to be carried out.

4.5.8 – The County reserves the right to consider and implement employee furloughs at any point during the term of this Memorandum of Understanding. In the event furloughs are implemented, the County will meet and confer regarding the effects of such furloughs on terms and conditions of employment of the bargaining unit.

Attachment: Attachment P (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026)

ARTICLE 5 - UNION RIGHTS

Section 5.1 - Stewards and Release Time

5.1.1 - Notification of Stewards.
The Union shall notify the County of the names of its stewards within 10 days of their selection. Alternate stewards may be designated to serve in the absence of the steward. Stewards shall contact County department heads when carrying out their duties.

5.1.2 - Release Time.
The Union's designated steward will be granted reasonable release time to conduct and participate in representational activities for the Union as described below.

5.1.3 - Labor Negotiations.
The County will provide release time for the Union's designated negotiating committee. Reasonable release time is defined as two hours immediately preceding scheduled negotiations to prepare for negotiations with the County. Release time will be granted for no more than three (3) representatives, including alternatives. The provisions of the section will be subject to more specific and/or different release time provisions in the parties' agreed to written ground rules for successor contract negotiations, in which case the ground rules on release time will govern for those negotiations only.

5.1.3.1 – Compensated Time Off: Union negotiating committee team members who attend negotiations during their off duty time will be permitted to use their available paid leave to attend scheduled negotiations.

5.1.3.2 - Resource Members: Bargaining unit members not part of the Union negotiating committee who are asked to attend a particular negotiation session as a resource member will be allowed to attend the session on their own time, using available paid leave.

5.1.4 – Grievance Processing.
The employee grievant and one Union steward will be granted release time for the purpose of attending all formal steps of the MOU grievance procedure.

The Union agrees that preparation of the grievance and conferencing on the subject of the grievance by the respective employee and the union representative shall be done at times other than during working hours, unless expressly authorized by the County Administrative Officer.

5.1.5 – Investigatory Interviews.
One Union steward will be allowed release time to attend investigative interviews of unit members under investigation for misconduct and/or performance deficiencies. Release time for this situation will be provided only where representation by a Union employee or other outside Union representative is not available to the unit member under investigation, or where

Attachment: Attachment P (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026)

the unit member requests representation by the steward in lieu of the Union employee or other outside Union representative.

Section 5.2 - Bulletin Boards, Use of Facilities

5.2.1 - Bulletin Boards.
The Union shall be provided reasonable use of existing bulletin board space in each building or department at a location agreed upon by the Union and the department, under the following conditions:

1) Material shall be posted on space as designated;

2) Posted material shall bear the identity of the organization;

3) Posted material shall not be misleading, contain any deliberate misstatements or violate any federal, state or county laws;

4) Material shall be neatly displayed and shall be removed when no longer timely.

5.2.2 - Visitation and Distribution.
The Union may have an authorized representative contact members of the Union in County facilities and leave literature and material for distribution, provided he/she has first made arrangements with the department head, or his/her representative, to provide for a time which does not disrupt County business.

5.2.3 – Facilities.
County facilities shall be made available to the Union for meeting purposes only provided that appropriate advance arrangements are made. A charge at the prevailing County rates may be made to offset the cost of such use.

5.2.4 - Names and Addresses of Covered Workers.
The County shall supply the Union with names, addresses and classifications of all workers within the unit represented by the Union. Such lists shall be supplied upon request of the Union at a reasonable charge.

5.2.5 - Notification of Union Coverage.
The County shall present new employees who are covered by this Memorandum of Understanding with a copy of this Memorandum of Understanding at the time of hire.

5.2.6 - Printing of Memorandum of Understanding.
The parties agree to share equally the cost of printing bound copies of this Memorandum of Understanding.

Attachment: Attachment P (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026)

Attachment: Attachment P (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026)

Section 5.3 - Union Security

The County will deduct from the salary or wages of Union members the monthly Union membership dues, initiation fees, general assessments, and payments for membership benefit programs sponsored by the Union, as certified in writing to the County, and pay such amounts to the Union.

5.3.1 - The County shall implement new, changed, or discontinued deductions as soon as possible following a request by the Union, but in no event more than fifteen (15) days after the Union's request.

5.3.2 - The Union shall indemnify and hold the County harmless from any and all claims or actions from employees for deductions made in reliance on the Union's certification or information provided to the County regarding cancellations or changes to employee deductions.

Section 5.4 – New Employee Orientation

5.4.1 -Notification

This shall apply to all new employees hired after November 7, 2017, who are appointed to a classification within the MCMCO bargaining unit. The Parties acknowledge that the County provides a new employee orientation meeting ("orientation") to all new employees hired by the County but does not distinguish between bargaining units in conducting the orientation. An outline of the orientation meeting will be provided by the County in advance of the meeting.

The Union will be provided not less than ten (10) calendar days' advance notice of the time, date and location of the orientation, including the number of bargaining unit employees in attendance. The notice requirement shall apply to both County-wide and department level new hire orientations. An exception to the ten (10) calendar days' advance notice requirement is if there is an urgent need for meeting in less than ten (10) calendar days' that is critical to the County's operations and is not reasonably foreseeable.

5.4.2 – Union and Employee Participation

The Union will be given fifteen (15) minutes at the end but also part of the new employee orientation meeting to present Union membership information to employees in the Union's bargaining unit. No more than two (2) representatives of the Union may present the information to the employees. This could include a Chapter board member, officer, or steward and a Union representative designated by the Union.

The purpose of the meeting will be to discuss the rights and obligations created by the governing MOU, the role of representation, and to answer any questions. Management representatives shall

Attachment: Attachment P (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026)

excuse themselves and not be present during the Union portion of the orientation.

An employee's attendance at the new employee orientation including the portion of the orientation conducted by the Union is mandatory. An employee who is unable to attend the new employee orientation in person may request to attend and be approved to participate in another new employee orientation offered by the County that is close in time to the original orientation. Attendance includes the Union portion of the orientation.

Union representatives who are County employees and are conducting the orientation during their regular work hours will be granted release time to attend and travel to and from the orientation, provided the Union provides County HR with the employee's name at least five (5) calendar days prior to the orientation. Employees shall be released for this purpose unless unusual operational needs interfere with the release, in which case the employee and the Union will be provided with a written explanation of why the employee could not be released.

5.4.3 – Information Provided

The County will provide the Union with a digital file via email to the email address designated by the Union containing the following information to the extent the County has the information on file:

- Name
- Job title
- Department
- Work location
- Work, home, and personal cellular telephone numbers
- Personal email addresses on file with the County (new hires only)
- Home address

The Union acknowledges and understands that the County is working diligently and in good faith to update its contact information database functionality to incorporate all the fields of contact information listed above. As a result, the County may not initially be able to provide all of the information in the fields listed above in the initial digital files provided but intends to do so in subsequent digital files provided to the Union and will notify the Union on the status of this database update.

Such information will be provided as follows:

- For new hires, at the end of each month.
- Regularly, for all bargaining unit employees on each calendar year quarter.

Notwithstanding the foregoing, limited to the express purpose of the requirements of Government Code Section 3558 only, an employee may opt out via written request to the County (copy to the Union) to direct the County to withhold disclosure of the employee's:

- Home telephone number

- Personal email address

Either party may grieve a violation of this article to the extent permitted by the terms of the MOU Grievance Policy.

ARTICLE 6 - COMPENSATION

Section 6.1 - Salaries

An employee shall be paid a salary within the monthly range, or rate or equivalent hourly rate, established for the class of position to which the employee has been appointed as provided in the Salary Resolution. The wage scale and job classifications as set forth in Appendix "A" attached hereto shall apply to all employees covered by this Memorandum of Understanding and shall be made a part thereof.

6.1.1 - Wage Increase.
Wages for employees covered by this MOU shall be increased across the board as follows:

Three and one-quarter percent (3.25%) effective November 1, 2019.
Three and one-half percent (3.50%) effective November 1, 2020.

Salary increases for years 3 and 4 of the MOU, which will be effective November 1, 2021 and November 1, 2022, respectively, will be at least two and three-quarter percent (2.75%) and not more than four and one-quarter percent (4.25%). The actual amount of the increase each year within 2.75% and 4.25% will be determined by the lesser amount of the two following calculations:

The 12-month change in the San Francisco Area Annual Consumer Price Index for all Urban Consumers (CPI-U) issued by the Bureau of Labor Statistics as reported in August of 2021 or 2022, respectively.

The actual percentage of growth in the County's General Purpose Revenue between Fiscal Years 2019-20 and 2020-21 for Year 3 salary adjustment; and between Fiscal Years 2020-21 and 2021-22 for Year 4 salary adjustment.

6.1.2 – Equity Adjustments
Effective November 1, 2019, provide equity adjustments as follows:
Chief Deputy County Clerk – 15.04%

Section 6.2 - Pay Practices

6.2.1 - Schedule of Payments.
Employees shall be paid on the last working day of each calendar month.

Attachment: Attachment P (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026)

6.2.2 - Merit Advancement Within Range.
An employee may be advanced after one year's service in a specific classification, and each year thereafter he/she serves in that specific classification, to the next higher step of the salary range approved for the class of position the employee fills if the employee has earned such advancement according to Section 7.3, Evaluations. An employee who has served an extended probationary period may be advanced to the next higher step of the salary range on the effective date the employee has successfully completed the extended probation period and each year thereafter he/she serves in that specific classification.

6.2.3 – Promotion.
When an employee is promoted, i.e., reassigned to a position in a new class with a higher maximum salary than the previous class, the employee's salary shall be adjusted to the existing step of the new range which shall be at least five percent (5%) higher than the employee's existing salary or the top step of the new range if 5% increase cannot be achieved. An employee who is promoted shall have a new anniversary date as of the date of such promotion, for purposes of evaluation and step raise only.

6.2.4 – Demotion.
When an employee is demoted to a position in a class with a lower maximum salary range than the previous class, the employee's salary shall be adjusted to the highest possible salary on the lower range for which the employee is eligible in terms of years of service, but which in no case exceeds or is equal to his/her existing salary. An employee who is demoted shall have a new anniversary date as of the date of such demotion, for purposes of evaluation and step raise only.

6.2.5 – Transfer.
An employee transferred to a position in a class with the same range number shall receive the same salary the employee would be otherwise entitled to on the date the transfer is effective.

6.2.6 - Position and Reclassification.
The salary of the incumbent of a position which is reclassified shall be determined as follows:

6.2.6.1 - If the position is reclassified to a class with the same salary range, the salary of the employee shall not change.

6.2.6.2 - If the position is reclassified to a class with a higher salary range, the affected employee shall be adjusted to the existing step of the new range which shall be at least five percent (5%) higher than the employee's existing salary.

6.2.6.3 - If the position is reclassified to a class with a lower salary, the salary of the employee shall not change. In cases where the salary of the employee is greater than the maximum of the new range, said employee shall be Y-rated at their current salary.

6.2.7 - Pay upon Termination.
An employee who terminates his/her employment or is terminated with the County shall

Attachment: Attachment P (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026)

receive a check with all his/her outstanding pay within forty-eight (48) hours of his/her termination date, unless arrangements are made with the Auditor's Office for direct deposit.

6.2.8 - Compaction.
It is in the County's interest to minimize salary range compaction. In this regard, the County's objective is to maintain a 10% spread between unit member salary steps and the highest supervised employee salary step. It is understood and agreed that this objective is not to be construed as imposing a mandate on the County to take any particular action or effectuate any particular changes in this regard.

Section 6.3 - Differentials/Allowances

6.3.1 - On-Call Compensation.
On-call compensation is defined as the requirement to remain immediately available to report for duty to perform an essential service when assigned by the appointing authority, subject to the approval of the administrative officer. On-call duty is in addition to and distinct from the normal workweek. This section is not applicable to those situations where workers are recalled to work when not previously placed on on-call status.

Employees assigned to on-call duty shall receive one dollar and fifty cents ($1.50) per hour for each hour of on-call duty.

Any employee who is found to be unavailable for or who fails to respond to a call for the performance of work during an on-call period shall receive no on-call compensation for the entire on-call period. However, if the employee remains available and is able to respond but cannot be contacted due to circumstances beyond his/her control, this paragraph will not apply.

During the term of the 2013/2014 MOU, the Parties reopened the agreement to allow the Parties to discuss the nature, scope, and applicability of the on-call language in this section, particularly with respect to classifications in the bargaining unit that may be directly impacted by on-call duties and responsibilities. The Parties agreed that the Fleet Superintendent classification and the Senior Information System Specialist classification are the two classifications that are subject to the provisions of this section. During the term of the 2017-2019 MOU, the Parties identified and agreed that the Social Worker Supervisor II classification shall also be subject to the provisions of this section. There are no other classifications to which on-call compensation is applicable.

6.3.2 - Shift Differential.
Employees shall receive shift differential as follows:

6.3.2.1 - Fifteen cents ($.15) per hour for all hours worked between 12:30 PM and 9:00 PM, when the work shift begins on or after 12:30 PM.

6.3.2.2 - Thirty cents ($.30) per hour for all hours worked between 9:00 PM and 8:00

Attachment: Attachment P (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026)

AM, provided, however, that if half or more of an employee's scheduled work shift falls between these hours, he/she shall receive the entire amount for the entire scheduled shift.

6.3.3 - Split Shift Differential.
The County agrees to provide an allowance for split shift differential of $10 per day. A split shift is defined as a break of more than 1 hour which is non-paid, non-work and a non-rest break between the beginning and end of a work shift.

6.3.4 - Call-back Pay.
Any time an employee is called back to work, either after his/her normal work shift, or his/her scheduled day off, he/she shall receive a minimum of three (3) hours of pay at one and one half times the normal hourly rate.

6.3.5 - Educational Incentive Program.
Employees shall be eligible for tuition reimbursement up to a maximum of $200 per semester provided they have received prior approval by their Department Head and successfully completed the requirements of the approved class. Employees shall be eligible for reimbursement provided the classes meet the objectives defined in Section 8.3.6.

6.3.5.1 Stipends. The following incentives have been established by Resolution No. 01-251 of the Board of Supervisors:

- $700 monthly stipend for employees with a Masters in Social Work (MSW) or a Master of Art (MA).
- $800 monthly stipend for employees who are Licensed Clinical Social Workers (LCSW), Licensed Marriage and Family Therapist (MFT), or employees with a Ph.D. (Doctorate) in clinical psychology.

6.3.6 - Foul Weather and Safety Gear.
Employees who are required to work outdoors in inclement weather or required to use safety gear, may be provided foul weather gear to include raincoats and pants with reflective striping as well as rubber boots as applicable and approved by the department head.

Section 6.4 - Benefits

6.4.1 – Insurance.

6.4.1.1 – Medical Insurance. The County agrees to contract with the California Public Employees Retirement System (CalPERS) Health Benefits Program for the purpose of providing employees and their dependents with access to medical insurance benefits. Employees must comply with all applicable rules and regulations of the CalPERS Health Benefits Program and the Public Employees Medical and Hospital Care Act (PEMHCA).

Attachment: Attachment P (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026)

6.4.1.2 – County's Contribution for Medical Insurance Benefits. The County's contribution for medical insurance benefits governed by Government Code Section 22892 shall be Five Hundred Dollars ($500) per employee or annuitant per month.

6.4.1.3 – Dental and Vision Insurance. The County's contribution for dental and vision insurance will be One Hundred Percent (100%) of the employee only premium amount. The County will cover 100% of premium increases for dental and vision, said increases not to exceed a combined amount of Fifteen Dollars ($15.00) per employee per month for the term of the MOU.

6.4.1.4 – Life Insurance. The County will pay Thirty Thousand Dollars ($30,000.00) coverage for employee and One Thousand Dollars ($1,000.00) dependent coverage.

6.4.1.5 – State Disability Insurance (SDI). The County will pay One Hundred Percent (100%) of SDI.

6.4.1.6 – Flexible Benefit Allowance. Separate and apart from the County's contribution for medical coverage provided under section 6.4.1.2, the County shall make available to each employee a monthly cash option amount. This amount may be applied toward the employee's cost of any and all qualified non-taxable benefits under the County's IRS Section 125 Plan or taken by the employee as cash. Use of this flexible benefit allowance must be elected by each participating employee in the manner required by the County's Section 125 Plan.

	Effective 12/1/2019	Effective 12/1/2020	Effective 12/1/2021	Effective 12/1/2022
Medical Non-Participant	$684.62	$684.62	$684.62	$684.62
Participant	$746.35	$783.67	$822.85	$863.99

6.4.2 - Maintenance of Benefits.
The County reserves the right to terminate or change any and all benefit programs as stated in Section 6.4.1, Insurance, provided that it replaces such plans with equivalent benefits. The County shall meet and confer with the Union prior to any changes.

6.4.3 - Benefits Available During Leaves.
During any leave under Section 8.3, Leaves, with the exception of the Federal Family and Medical Leave Act and/or the California Family Rights Act, an employee may carry through certain benefits while not on County payroll, as follows:

6.4.3.1 - Life, Dental, and Vision. May be carried for 90 days while on leave. Employee

Attachment: Attachment P (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026)

must pay the total premium, including the County's portion. The County Auditor must be notified and checks must be made payable to the County.

6.4.3.2 - Health. May be carried while on leave. With the exception of Family Medical Leave as set forth in County policy, the employee must pay total premium including the County's portion. A form must be signed by the County Auditor's Office and checks must be mailed to the carrier.

6.4.3.3 - State Disability Insurance. Any employee who suffers a disability should obtain disability insurance information from the Auditor's Office.

6.4.4 - Retirement.

The County shall provide to covered employees retirement benefits under CalPERS known as the 2.7%@55 plan and the one (1) year final compensation benefit, including the value of the Employer Paid Member Contribution (EPMC). Effective November 1, 2011, new employees shall be provided retirement benefits under the 2%@55 retirement option based on the three (3) year final compensation amendment and including the value of the EPMC.

a. Employees hired before November 1, 2011

For employees hired before November 1, 2011, the County's retirement plan shall consist of the following provisions:

i. Defined benefit formula of 2.7% at 55 with a five (5) year vesting period.
ii. Final compensation based on the single highest year.
iii. The reporting and paying of EPMC.

b. Employees hired on or after November 1, 2011 through December 31, 2012 and "Classic Members" hired on or after January 1, 2013

This subsection shall apply to employees hired on or after November 1, 2011, and "classic members" hired on or after January 1, 2013. CalPERS determines who is a "classic member" within the meaning of the California Public Employees' Pension Reform Act (PEPRA). The County's retirement plan shall consist of the following provisions:

i. Defined benefit formula of 2% at 55 with a five (5) year vesting period.
ii. Final compensation based on three (3) consecutive years.
iii. The reporting and paying of EPMC.

The County currently covers the full CalPERS Employer Paid Member Contribution (EPMC) for all employees in this unit. For employees in subsection (a), this is 8% of payroll and for employees in subsection (b) it is 7% of payroll. With the execution of this MOU, the parties have agreed to modify the County's obligation toward the EPMC as follows: Effective as soon as administratively possible in 2015, and as provided under the governing CalPERS regulations, all employees will contribute 3% toward the member contribution, thereby reducing the County's EPMC to 5% for members in subsection (a) and 4% for members in subsection (b); effective November

Attachment: Attachment P (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026)

1, 2015, all employees will contribute an additional 3% toward the member contribution, thereby reducing the County's EPMC to 2% for members in subsection (a) and 1% for members in subsection (b); effective November 1, 2016, employees in subsection (a) will contribute an additional 2% toward the member contribution and employees in subsection (b) an additional 1% toward the member contribution, thereby fully eliminating the County's EPMC by the end of the term of this MOU. All "new members", as defined by CalPERS statutes and regulations, will remain subject to the contribution requirements established by the PEPRA.

c. New members

For all employees who CalPERS determines are "new members" within the meaning of the PEPRA, the County's retirement plan shall consist of the following provisions:

i. Defined benefit formula of 2%@62 with a five (5) year vesting period.

ii. Final compensation based on three (3) consecutive years.

Effective upon their date of hire, new members will pay 50% of the total normal cost of the member contribution, as determined by CalPERS.

6.4.4.1 - Two-tier retirement health benefit vesting requirement, with new-hires effective February 1, 2007, vesting is as follows, as specified by CalPERS: At (age 50 and) 10 years, 50% of the county contribution; at 15 years, 75%; at 20 years, 100%. Per CalPERS' specifications, the County's contribution must be the same as the State's contribution at the time an employee retires. Employees hired before the date the required resolution is adopted, who retire at or after age 50 with five years' service will continue to get the County contribution toward employee plus one, as provided in current County policy.

6.4.5 - Longevity Pay

6.4.5.1 For all regular County employees covered by this Memorandum of Understanding hired prior to July 1, 1996, longevity shall be granted as follows:

6.4.5.1.1 - For ten (10) years of continuous service, a three percent (3%) pay increase to be effective on the tenth anniversary date of the employee.

6.4.5.1.2 - For fifteen (15) years of continuous service, a three percent (3%) pay increase to be effective on the fifteenth anniversary date for the employee.

6.4.5.1.3 - Employees with a minimum of twenty (20) years of continuous service with the County as of July 1, 1986, shall receive, commencing July 1, 1986, a three percent (3%) pay increase. Employees who do not have a minimum of twenty (20) years of continuous service with the County as of July 1, 1986, shall receive a three percent (3%) pay increase to be effective on the twentieth anniversary date of the employee.

Attachment: Attachment P (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026)

6.4.5.2 Effective January 1, 2020, for all regular employees hired on or after July 1, 1996, longevity shall be granted as follows:

6.4.5.2.1 For ten (10) years of continuous service, an additional annual Six Hundred Dollars ($600.00) will be paid to the employee.

6.4.5.2.2 For fifteen (15) years of continuous service, an additional annual Eight Hundred and Fifty Dollars ($850.00) will be paid to the employee.

6.4.5.2.3 For twenty (20) years of continuous services, an additional annual One Thousand One Hundred Dollars ($1,100.00) will be paid to the employee.

6.4.5.2.4 For twenty-five (25) years of continuous services, an additional One Thousand Five Hundred Dollars ($1,500.00) will be paid to the employee.

6.4.5.2.5 Effective January 1, 2020, the County shall pay longevity to employees on a monthly basis to be implemented on the anniversary date of employment after ratification of the MOU.

Longevity pay shall be granted despite any pending step increases or range changes.

Section 6.5 - Workers' Compensation/State Disability

6.5.1 - Eligibility.

Every employee shall be entitled to industrial injury leave when he/she is unable to perform services because of any injury as defined in the Workers' Compensation Act, or non-industrial injury leave when he/she is unable to perform services because of an injury sustained off the job. In the case of a non-industrial injury, leave is discretionary with the employee's department head.

6.5.2 - Compensation.

An employee who is disabled as a result of an injury shall be placed on leave, using as much of his/her accumulated compensatory time off, his/her accrued sick leave, and his/her vacation time as when added to any disability indemnity payable under the Workers' Compensation Act or the State Disability Insurance Program will result in a payment to him/her of not more than his/her full salary.

6.5.3 - Usage.

Leave time so utilized shall be prorated in relation to the difference between the disability indemnity pay and the employee's full salary and shall be charged to the employee from the employee's available sick leave, vacation, or comp time, at the employee's option.

Attachment: Attachment P (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026)

ARTICLE 7 - STATUS OF EMPLOYEES

Section 7.1 - Status of New Employees

7.1.1 - A new employee shall be on probation during the first twelve (12) months of employment with the County. At any time during the probationary period, the department head may relieve the individual from employment with the County. If at the end of the probationary period, the department head believes the employee is doing the work satisfactorily, the department head shall so inform and evaluate the employee. The employee shall then have permanent status.

7.1.2 - Extension of Probationary Period. If mutually agreed to by the employee and the department head, an extension of the probationary period for an additional period of six (6) months may be authorized where it is necessary to further assess an employee's performance and where such action is determined to be in the best interest of the County. If at the end of the extended probationary period the employee is performing his or her work satisfactorily, the department head shall so inform and evaluate the employee. An employee who has an extended probationary period shall have a new anniversary date as of the date of such extension. For purposes of merit increases, the employee's anniversary date shall be changed to the date the employee successfully passes probation.

Section 7.2 - Status of Permanent Employees

7.2.1 - Status of Permanent Employees who are Promoted or Transferred. An employee having permanent status who is promoted or transferred shall be on probation for six (6) months in the new position to which he/she has been promoted. During this probationary period, the employee shall be regarded as having permanent status in the former position. Department heads and/or supervisors shall monitor the progress of the employee and offer suggestions for improvement if needed. If an employee fails to accomplish his/her work satisfactorily, the department head or supervisor may, at any time during the probationary period, relieve the individual from his/her duties in the new position.

Thirty (30) days before the end of the probationary period, the employee shall receive a performance evaluation. If the evaluation is satisfactory, the employee shall receive permanent status. If the evaluation is unsatisfactory, the employee shall be relieved of his/her duties. Any employee rejected during the probationary period following a promotional or transfer opportunity, shall have the right to return to the former position which the employee held. Should the employee choose not to return to the former position, the provision of Article 12, Layoff Procedures, shall apply.

7.2.2 – Extension of Probationary Period. If mutually agreed to by the employee and the department head, an extension of the probationary period for an additional period of six (6)

Attachment: Attachment P (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026)

months may be authorized where it is necessary to further assess an employee's performance and where such action is determined to be in the best interest of the County. If, at the end of the extended probationary period, the employee is performing his or her duties satisfactorily, the department head shall so inform and evaluate the employee.

Thirty (30) days before the end of the extended probationary period, the employee shall receive a performance evaluation. If the evaluation is satisfactory, the employee shall receive permanent status in the classification. If the evaluation is unsatisfactory, the employee shall be relieved of his/her duties. Any employee rejected during the extended probationary period following a promotional or transfer opportunity, shall have the right to return to the former position which the employee held. Should the employee choose not to return to the former position, the provision of Article 12, Layoff Procedures, shall apply.

All County employees who attain permanent rank shall have served a twelve (12) month probation, regardless of possible promotion while serving as probationary employees. Employees who have mutually agreed to a six (6) month extension of probation shall attain permanent rank after serving an eighteen (18) month probationary period.

Section 7.3 - Evaluations

Permanent employees shall be evaluated thirty (30) days prior to an employee's second anniversary date of hire and annually thereafter. If no such evaluation is made, it shall be assumed that the employee is performing satisfactorily. If a department head evaluates an employee who is still eligible for step increases, and determines that the employee has not performed competently, the step increase may be denied. Such denial shall be subject to the grievance procedure.

All employees shall be evaluated on a standardized personnel form. The County and Union agree to meet and consult to establish a standardized evaluation form to be used throughout the County.

Section 7.4 - Rights

Probationary employees, including new employees and employees who have been promoted or transferred, shall have all rights afforded permanent employees under this Memorandum of Understanding, with the exception of the unsuccessful completion of the probationary period (termination, demotion, or return to former position), in which case the employee shall have no right to appeal such action pursuant to the grievance procedure. The Union recognizes that probationary employees may be released from County employment without cause.

For all probationary appointments, entry-level as well as promotional or transferred, the County reserves the discretion to extend the applicable probationary period by the amount of time the probationary employee is out on an injury or illness leave that exceeds twenty (20) work days. Extension of the probationary period under this section will be communicated to the probationary employee in writing.

Attachment: Attachment P (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026)

Attachment: Attachment P (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026)

Section 7.5 – Drug and Alcohol Policy

All new hires and employees under this Memorandum of Understanding will be subject to the Drug and Alcohol Policy, the policy agreed to by the parties dated December 12, 2005.

ARTICLE 8 - ATTENDANCE AND LEAVES

Section 8.1 - Working Hours

8.1.1 - Regular Hours.
County employees shall work forty (40) hours per week or its equivalent based upon the following existing schedules:

8.1.1.1 - An eight (8) hour, Monday through Friday schedule;

8.1.1.2 - Flex schedules that have been approved by the Board of Supervisors (attached in Appendix B).

8.1.2 - Rest Period.
An employee will be provided a 15 minute rest period for every 4 hours of work. However, the break periods must be taken during the mid-point of the work period and not accumulated.

8.1.3 - Meal Periods.
Employees shall be provided with an unpaid meal period of no less than 30 minutes and no more than 60 minutes in duration for each shift of 5 consecutive hours or more. If a non-exempt employee is directed to perform work during such meal period, then the employee shall receive pay for the meal period as per FLSA requirements.

8.1.4 - Overtime.
Employees are eligible for overtime and shall be paid at the rate of time and one-half (1 1/2) for any overtime in excess of forty (40) hours per work week or its equivalency, or shall be entitled to compensatory time off at the rate of time and one-half, at election of employee at the time of accrual. In the event of a declared emergency, employees shall only receive pay and not compensatory time off. Employees accruing compensatory time must take that time off within forty-five (45) days of the end of the month in which the time was accrued, or the time will be paid at the time of payment of the next payroll. Time for which pay is received but not worked, such as vacation, and authorized compensatory time off, shall be counted toward the base period. Sick leave shall not be included in the computation of overtime.

8.1.5 - Overtime Exempt Classifications.
Each of the represented classifications listed in Appendix A are considered salaried, overtime exempt classifications. Employees in the exempt classifications are compensated for meeting the requirements and performing the duties of their job. Such employees are deemed exempt from the overtime requirements set forth in Section 8.1.4 above. However, at the sole discretion of the County Administrator's Office, overtime exempt employees listed in

Appendix A may be paid at time and one-half their regular hourly rate for time worked in excess of forty (40) hours per workweek during a locally declared emergency.

Section 8.2 - Schedule Changes

Any change in working schedules, including days and hours to be worked and affected classes, shall be administered as follows:

8.2.1 - Proposed changes may be initiated by a department head or employees within a department.

8.2.2 - The department head or his/her designee shall meet with the Union and affected employees within the department regarding the proposed changes. The parties shall meet at the earliest mutually agreeable date and attempt, in good faith, to reach agreement.

8.2.3 - If agreement is reached, the department head shall implement the changes. If agreement is not reached, within thirty (30) calendar days of the parties' last meeting, the Union may request review of the proposed schedule change by the County Administrative Officer whose decision shall be final and binding.

Section 8.3 - Leaves

Leave provisions exist for the convenience of employees who must, or wish to, absent themselves from work for various reasons.

Employees who are absent from work must be on either an approved leave, sick leave, annual leave, or compulsory leave. Other absences are treated as absences without leave and are subject to disciplinary action.

8.3.1 - Annual Leave.
Employees shall be entitled to vacation annually with pay. Employees shall earn vacation at the following rates:

0-3 years of service	2 weeks
4-9 years of service	3 weeks
10 or more years of service	4 weeks

Employees shall be entitled to take only that vacation time which has been earned.
An employee who becomes ill or injured during his/her vacation leave will not be charged vacation leave for the period of illness or injury, provided satisfactory proof in the form of a physician's statement is received by a department head within three (3) days of occurrence.

8.3.2 - Vacation Accrual and Cash Out.

8.3.2.1 Employees may accumulate up to Three Hundred and Sixty (360) hours of

Attachment: Attachment P (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026)

vacation. Accumulated vacation may be taken between anniversary dates with the approval of the Department Head. No employee may take Three Hundred and Sixty (360) hours vacation at one time without the approval of the Department Head.

8.3.2.2 Employees may cash out accrued vacation hours on an annual basis, up to a maximum of Forty (40) hours each year, as long as the employee has a minimum of Two Hundred Eighty (280) accrued vacation hours at the time the cash out is requested. The cash out option will be available during the month of November to eligible employees who submit a written request to the Human Resources Department to exercise the option by November 1 of each year. This section sunsets November 1, 2020.

Effective November 2, 2020:
8.3.2.2 Employees must submit an irrevocable election form by December 15, 2020 and not later than December 15th each year annually thereafter to receive payment for accrued vacation under the following conditions:

Employees may elect to cash out accrued vacation hours on an annual basis, up to a maximum of Forty (40) hours each year, to be paid in the last paycheck in November of the following year, as long as the employee has a minimum of Two Hundred Eighty (280) accrued vacation hours at the time the cash out is requested.

For example, irrevocable election forms submitted in December 2020 will be for the November 2021 cash out. The hours of leave, which are converted to pay at the base hourly rate of pay, shall be deducted from the employee's vacation accrual bank in the amount identified on the irrevocable election form. The remaining unused leave shall remain in the employee's vacation accrual bank. The hours which are paid out are hours which will be accrued in 2020.

Irrevocable election forms will be available in Human Resources beginning November 2, 2020. Employees who do not submit irrevocable election forms by the December 15th due date will have been deemed to have elected to forgo participation in the optional annual vacation accrual cash out program. Late irrevocable election forms will not be accepted. There is no avenue to change an election after the December 15 yearly deadline.

8.3.3 - Sick Leave

Employees shall be entitled to take only that sick leave time which has been earned. Employees shall be entitled to cumulative sick leave with pay at the rate of ten (10) hours per month with a maximum accumulation of fifteen hundred (1,500) hours of sick leave. Department heads shall permit sick leave earned to be used for medical and dental office calls when it is necessary for the employee to be absent during working hours for this purpose. Each department head shall have the right to require a doctor's certificate showing that any employee under his/her jurisdiction is unable to perform the duties of employment by reason

Attachment: Attachment P (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026)

of illness. In the event that said certificate is not provided within three (3) days from the date of demand, said department head shall report the fact of the demand for said certificate to the Human Resources Office; the employee concerned shall not be entitled to receive compensation herein provided until such time as satisfactory proof is provided to the department head of the right to receive compensation for sick leave.

Sick leave may be used by an employee when an illness or injury of an immediate family member (husband, wife, or child) is serious enough to require the employee to be absent from duty to care for such person. Such leave for this purpose shall not exceed ten (10) working days per calendar year and requires authorization by the department head.

8.3.3.1 - Personal Necessity
Employees shall be entitled to use six (6) days of paid sick leave allotment per year in case of personal necessity. Personal necessity leave shall be limited to circumstances that are serious in nature and that the employee cannot reasonably be expected to disregard, that necessitate immediate attention, and that cannot be taken care of after work hours or on weekends. The requested leave must be approved by the department head in advance of the absence.

8.3.3.2 - Payment of Accumulated Sick Leave
The County shall pay the accumulated sick leave of an employee upon service retirement (excluding deferred retirement), disability retirement, or death as follows:

8.3.3.2.1 - After five (5) years of continuous service, twenty-five percent (25%) of his/her accumulated sick leave up to a maximum of two hundred forty (240) hours.

8.3.3.2.2 - After ten (10) years or more continuous service, fifty percent (50%) of his/her accumulated sick leave up to a maximum of six hundred (600) hours.

8.3.3.2.3 - The County will contract with CalPERS to provide for retirement credit for unused sick leave. For the purpose of PERS retirement credit only, the current caps on sick leave accrual specified in sections 8.3.3.2.1 and 8.3.3.2.2 will be lifted; however, these two caps will remain for current employees electing sick leave pay-off rather than service credit conversion. Current employees will have the option to elect payment for accumulated sick leave or credit for unused sick leave under Section 20862.8 of CalPERS; however, employees hired after June 30, 1996 will have the CalPERS program only.

8.3.3.2.4 - In order to qualify for payment of service retirement accumulated sick leave hereunder, an employee must apply for and be granted retirement pursuant to County's "Public Employees Retirement System" (CalPERS) contract, with the State of California.

Attachment: Attachment P (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026)

8.3.4 - Bereavement Leave

Employees will be allowed a maximum of five (5) days per calendar year for bereavement leave in the event of a death in the family. Employees will accrue each calendar year three (3) days of bereavement leave. The remaining two (2) days will be drawn from the employee's existing sick leave accrual. The three (3) day bereavement leave accrual will not be carried over from one calendar year to the next.

If bereavement leave is approved beyond the five (5) days, leave time will be drawn from the employee's vacation leave or Administrative Leave accrual.

8.3.5 - Illness Leave

This type of leave may be used for any legitimate illness including temporary medical or psychiatric problems and is ordinarily only used when an employee is not eligible for or has exhausted his/her paid sick leave balance. An employee requesting such leave due to illness or disability shall use any accumulated sick leave prior to the requested beginning date of such leave.

Requests for illness leave must be accompanied by a statement from the employee's physician specifying the nature of the illness and the anticipated time of release for return to the active duty.

Immediately prior to, or at the time of, return to active duty, the employee must provide a statement from a physician certifying to the employee's physical and/or mental ability to resume the specific duties of the position. The department head or the County may require the employee to submit to an examination at County expense by a physician chosen by the County.

The employee shall not be entitled to any compensation for this type of leave. Notwithstanding anything contained herein to the contrary, if an employee elects to use illness leave under the Federal Family and Medical Leave Act and/or California Family Rights Act, the employee shall receive benefits consistent therewith.

8.3.6 - Education or Training Leave

This type of leave is generally granted when the kind of education or training undertaken is likely to enhance the County's capabilities to provide service to the public. Consequently the training should have as its objective either, 1) an increase in the effectiveness of the employee in a current job assignment or, 2) an enhancement of the employee's advancement possibilities within County service.

The employee shall not be entitled to any compensation for this type of leave. Medical, dental and other insurance may be continued, but at no cost to the County. Time on leave does not count towards seniority, and leaves exceeding one year will involve loss of seniority.

Attachment: Attachment P (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026)

Education or Training Leave shall require written approval of the department head and shall not exceed one (1) year in duration unless the County extends the leave upon request of the employee through the department head.

8.3.7 - Leave to Seek Office

An employee covered by this Memorandum of Understanding, who in a manner prescribed by law declares himself/herself as a candidate for elective office, shall be entitled to a leave of absence without pay for a period not to exceed twelve (12) months. Prior to exercising said leave the employee must notify his/her department head in writing of intent to exercise leave and the dates for said leave. The department head shall immediately notify the Human Resources Office of the employee's intent to exercise said leave.

8.3.8 - Military Leave

Military leave is governed by the provisions of the California Military and Veterans Code. The request of an employee who has permanent status for military leave of absence can be honored by the department head only if the employee includes with the request a copy of the military orders. This request shall be submitted not less than fifteen (15) days prior to the effective leave date unless an emergency arises preventing this. A copy of the leave papers and the appropriate notification documents shall be submitted to the Human Resources Office prior to the effective date of leave. The granting of leave and payment therefor are not inseparable matters, but are mandatory under certain specific conditions specified by the Military and Veterans Code. The department head will abide by the Military and Veterans Code in determining the appropriateness of leave and payment therefor.

8.3.9 - Compulsory Leave

If, in the opinion of the department head, an employee is unable to properly perform the duties of the position because of physical or mental reasons, such employee may be required to submit to an examination by a physician designated or approved by the County. If the report of the physician shows the employee to be in an unfit condition to perform the duties, the department head may, subject to the approval of the County Administrative Officer, compel such employee to take sufficient leave of absence to fit the employee to perform the duties; however, the employee shall be entitled to use accumulated sick leave and annual leave before being placed on compulsory leave without pay.

8.3.10 - Maternity Leave

Maternity leave is a leave of absence without pay upon request of the employee and upon verification of pregnancy by a licensed physician.

Leaves for this purpose may be requested to be effective at any time during pregnancy. Maternity leave may be requested up to nine (9) months prior to the anticipated delivery date with a doctor's certification as to the condition of the employee and the expected delivery date. The employee shall notify the department head of the actual date of delivery, within two (2) weeks thereafter. The employee may take up to three (3) months maternity leave after delivery, at the employee's option. The employee shall give the department head a two (2) week notice

Attachment: Attachment P (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026)

of intent to return to work with the department head being allowed the option to consent to commencement for employment earlier than said two (2) weeks.

An employee who is pregnant must notify the department head as early as possible and provide a statement from a California licensed physician certifying as to her ability to perform the duties of her position and indicating the anticipated delivery date.

An employee returning to work shall submit a physician's certificate that she is capable of performing the duties of her position.

Sick leave benefits are not paid during the term of maternity leave requested by the employee, except when integrated with State Disability as provided for in Section 6.4.7.3, Workers' Compensation/State Disability Usage, nor is sick leave, or vacation accrued or diminished.

8.3.11 - Jury Duty

Workers shall be allowed to take leave from his/her County duties without loss of wages, vacation time, compensatory time, sick leave or worker benefits for the purpose of responding to a summons for jury selection or serving on a jury for which he/she has been selected. An employee who is excused from having to serve as a juror will contact his/her supervisor and shall return to work for the balance of the shift. An employee will turn over to the County any compensation received for time involved in the jury selection process or serving on a jury on an employee's scheduled work day.

8.3.12 - Administrative Leave

Each full time overtime-exempt employee shall be entitled to ninety-six (96) hours of paid administrative leave per calendar year. This time will be credited in advance on or near each January 1, and is neither cumulative from year to year nor to be considered part of vacation accrual. Use of administrative leave must be approved by the department head in advance of the absence. Subject to the requirements of County business, approval of leave by the department head will not be unreasonably denied.

8.3.13 - Leave Without Pay

With the approval of the appropriate department head, an employee may be granted a leave of absence without pay for an indefinite period not to exceed 30 days. On expiration of the approved leave, the employee shall be reinstated to their same position. The department head may recall the employee from leave prior to its expiration should unforeseeable changes in operating requirements occur. During such leave without pay, the employee will not accrue seniority or benefits credits.

Attachment: Attachment P (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026)

8.3.14 - Failure to Return from Leave at Scheduled Time.
Failure to report for duty after a leave of absence has expired or has been disapproved or revoked may, at the option of the department head, be considered an absence without leave and subject the employee to disciplinary action unless such failure to report is for reasons beyond the physical control of the employee.

8.3.15 - Payment for Earned Annual Leave upon Termination
Upon termination, an employee shall receive pay for annual leave earned but which remains unused as of the date of termination.

8.3.16 - County Business
No County employee shall be docked any time by a department head while that employee is engaged in County sanctioned business, including, but not limited to, serving on official County committees or representing employee bargaining units while bargaining with the County on behalf of employees.

ARTICLE 9 - HOLIDAYS

Section 9.1 - Legal Holidays

The following are hereby established as legal holidays in the County pursuant to Government Code Sections 6700, 19853, and 19854:

1. January 1st, New Year's Day
2. Third Monday in January, known as "Martin Luther King's Day"
3. Third Monday in February, known as "Presidents Day"
4. Last Monday in May, known as "Memorial Day"
5. July 4th, known as "Independence Day"
6. First Monday in September, known as "Labor Day"
7. Second Monday in October, known as "Columbus Day"
8. November 11th, known as "Veterans Day"
9. Thanksgiving Day
10. The day after Thanksgiving Day

Attachment: Attachment P (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026)

11. December 25th, known as "Christmas Day"

12. 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. The Thursday in November appointed as Thanksgiving Day shall be a legal holiday in Mariposa County.

13. Every employee shall be entitled to take as a holiday the Friday preceding any Saturday on which one of the holidays set out in 1, 5, 8, and 11 occurs.

14. Every employee shall be entitled to take as a holiday the Monday following any Sunday on which one of the holidays set out in 1, 5, 8, and 11 above occurs.

Section 9.2 - Individual Holidays

9.2.1 - Personal Holiday.
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 (1-year) anniversary in the calendar year of their first anniversary date. In the event an employee's probationary period is extended as specified in Section 7.1.2, Extension of Probationary Period, a new employee is entitled to a personal holiday after their eighteen (18) month anniversary.

9.2.2 - Additional Holiday.
Every employee shall be entitled to take an additional holiday, the last working day before or the first working day after any County legal holiday, subject to the employee's choice and prior approval by the employee's department head.

Section 9.3 - Holiday Pay

Employees required to work on a holiday will receive 8 hours of straight time for the holiday, plus time and one half at the normal hourly rate for time worked.

ARTICLE 10 - TRAVEL POLICY

Section 10.1 - In-County Travel

10.1.1 - Mileage Reimbursement Rate.
Employees who use their own vehicles for in- County business shall be reimbursed at the current IRS mileage rate, as amended from time to time, from point of origin approved by the department head.

10.1.2 – Meals.
If because of County business an employee provides a meal for another person, the employee

Attachment: Attachment P (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026)

may be reimbursed for actual and necessary guest expenses not to exceed thirty-seven ($37.00) per day. All expenses are to be approved by the department head and accompanied by receipts, acceptable to the Auditor.

10.1.3 - Employee Expenses.
Necessary meals and lodging incurred by an employee on required in-County business shall be reimbursed if approved by the employee's Department Head, accompanied by receipts acceptable to the Auditor.

Section 10.2 - Out-of-County Travel

10.2.1 - Mileage Reimbursement Rate.
The County shall adopt an official mileage map and chart to standardize mileage payments to frequently traveled locations. Employees who use their own vehicles for out-of-county travel shall be reimbursed at the current IRS mileage rate as amended from time to time, according to the mileage chart and map adopted. The Courthouse shall be considered the origin of all out-of-County travel for the purpose of mileage computation, except in those cases when the shortest distance to the destination is from an employee's residence. In that event, the mileage computation shall be from an employee's residence, less their normal home to work commute mileage. Locations not listed on the mileage chart shall have their actual mileage from the Courthouse computed from the adopted mileage map.

10.2.2 – Out-of-County Meals.
Employees who because of County business are required to eat away from home shall be reimbursed as set out below:
An employee who leaves the County during a fixed run or a regular schedule will not be allowed to receive a meal allowance. If because of County business an employee is required to leave before 7:00 a.m. and return after 6:00 p.m., that employee is entitled to a meal allowance of forty-four dollars ($44.00) per day. For days requiring partial day travel, employees shall be entitled to per diem as outlined below:

Breakfast	$8.00
Lunch	$12.00
Dinner	$24.00

Actual receipts approved by the Department Head may be submitted in lieu of taking per diem up to a maximum of $44.00 per day. For purposes of advance requests for meal allowance, the rates listed herein shall be used subject to the time requirements. Continental breakfasts are not a true breakfast and can be ignored for claiming purposes. Per diem amounts shall not be claimable by the employee for any meals provided by the registration or other fee as part of a conference or training.

10.2.3 - Lodging.
Lodging expenses shall be actual and necessary. Lodging receipts must accompany any claim for reimbursement prior to department head approval.

Attachment: Attachment P (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026)

10.2.4 - Banquet Expenses.
All meal reimbursement excludes banquet expenses which shall be reimbursed at actual and necessary costs.

10.2.5 - Travel Expense Advance.
A travel expense advance of one hundred percent (100%) of estimated expenses for meals, lodging, registration, and transportation for out-of-County travel shall be advanced to any County employee, upon request of the employee and approval of the department head involved in the request. At the time the request is submitted to the auditor, a copy of the registration for the meeting shall be attached to the advance request and a copy of any pre-registration forms for lodging and meals shall be attached to the advance request if such information is available. In the event the advance is not used because the employee failed to attend the particular event for which the expenses would have been incurred, the employee shall reimburse the County within thirty (30) calendar days of event for which the expense would have been incurred. Travel advances shall be reconciled by the employee with the Auditor's Office prior to any subsequent claims being approved by the County. If the advance reconciliation leaves a difference of $3.00 or less, reimbursement by the employee or payment by the County is not required.

Section 10.3 - Non-Reimbursable Items

The following items are non-reimbursable:

1. Tips in excess of 15% of the cost of meals (excluding alcohol).
2. Expenditures for alcoholic beverages.

ARTICLE 11 - RECLASSIFICATION AND OUT-OF-CLASS WORK

Section 11.1 - Definition of Out-of-Class Work

Out-of-class work shall be defined as performing the significant duties, and assuming the major responsibilities, of a position in a higher and different classification.

Section 11.2 - Procedures

When it appears that there has been a significant change in the duties and responsibilities of a position, an employee or a department head may request a reclassification to an existing County classification during the month of October. Such request shall be in writing, shall state the reasons for such request, and shall be submitted to his/her department head. The department head shall forward all requests to the County Administrative Officer with a recommendation for approval or denial.

The County Administrative Officer shall consider such requests and recommend one of the following actions to the Board of Supervisors:

Attachment: Attachment P (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026)

Deny the request and direct the department head to assign only those duties to the employee that is within the employee's current job description;

Approve the request for reclassification;

Deny the request for reclassification.

At least 10 working days prior to the County Administrative Officer docketing his/her recommendation of one of these actions to the Board, the County shall give prior notice to the Union of all the reclassification requests affecting employees covered by this Memorandum of Understanding, and the recommendations to the Board.

The Board shall act upon the recommendations and shall communicate its decision to the employee and the Union within twenty (20) working days after receiving the request for reclassification.

The Union may appeal the decision of the Board of Supervisors (11.2.3 only) to arbitration in accordance with step 3 of the grievance procedure. Prior to arbitration, the parties shall meet at either the Union's or the County's request to attempt to resolve any disputed decisions.

The jurisdiction and authority of the arbitrator and his/her opinion and award shall be contained exclusively to the issue for whether or not the employee is working out of classification, as defined in Article 11, Section 11.1, Definition of Out-of-Class Work. In the event the arbitrator rules for the employee and Union, the County shall either reclassify the employee as requested or assign only those duties to the employee that are within the employee's current job description.

Section 11.3 - General Conditions

11.3.1 - Effective Dates.
In the event a reclassification request is approved by the Board of Supervisors subsequent to either the administrative officer's recommendation or the arbitrator's decision, the effective date for the change shall be the December 1 following the date of the request.

11.3.2 - Out-of-Class Payments.
If the department head is directed to assign only those duties that are within the employee's current job description by the Board of Supervisors, or if the Board of Supervisors decides to remove the higher class duties subsequent to an arbitrator's decision in favor of the employee, the County shall pay out of class pay, as described in Article 11, Section 11.4, Temporary Assignments.

11.3.3 - Merit System.
Merit System rules shall apply to all affected employees who request reclassification.

Attachment: Attachment P (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026)

11.3.4 - One Year Bar.
If an employee's request is denied in arbitration, he/she shall be barred from filing another reclassification request during the month of October following the denial.

Section 11.4 - Temporary Assignments

Employees who are assigned work of a higher level permanent position on a temporary basis due to a vacancy, illness, vacation or other type of leave, and employees who are performing work of a higher level but have been assigned their regular duties in accordance with Section 11.3.2, Out-of-Class Payments, shall receive a salary rate increase to the next higher level for the time actually worked, provided that the total continuous assignment is eighty (80) working hours or more. Such increase shall be determined as if the assignment had been a promotion, and shall be effective from the first day of such an assignment.

ARTICLE 12 - SENIORITY & LAYOFF

Section 12.1 - Seniority Defined

Seniority is defined as an employee's length of continuous service in a permanent position with the County, in a classification covered by this Memorandum of Understanding. An employee's anniversary date shall be defined as the original date of hire to a permanent position with the County and shall not be changed except under the conditions of Sections 6.2.3, Promotion, and 6.2.4, Demotion, or stops accruing under conditions of Section 12.7, Seniority Accrual.

Section 12.2 - Order of Layoff

When one (1) or more employees in the same classification in a department are to be laid off, the order of layoff in the affected department shall be as follows:

a) Extra help employees;
b) Probationary employees in the inverse order of seniority;
c) Regular employees in the inverse order of seniority.

Section 12.3 - Notice of Layoff

Employees subject to the provision of this Article shall be given at least (30) calendar days written notice prior to the effective date of layoff, except in cases of bona fide emergency. The Union shall receive concurrent notice, and upon request, shall be afforded an opportunity to meet with the County to discuss any proposed alternatives. The procedures in Section 12.4 shall be applied prior to the effective date of the layoff.

Attachment: Attachment P (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026)

Section 12.4 - Reassignment in Lieu of Layoff

12.4.1 - Vacant Positions.
In the event of notice of layoff, an employee so affected will be allowed to transfer to a vacant position the County has determined to fill in his/her classification within the department where the layoff occurred or any classification at the same or lower level within the department where the layoff occurred in which the employee had formerly held permanent status. The County shall provide a listing of appropriate vacancies and the employee may select from this list.

12.4.2 – Displacement.
In the event there are no vacancies as listed in 12.4.1 above, the employee shall have the right, upon request, to be returned to any classification in the department in which the layoff occurred at the same or lower level in which permanent status had formerly been held, provided he/she has seniority in the subject job classification or series over a current incumbent, and the regular layoff procedure in that same or lower level shall apply, within said department.

Section 12.5 - Layoff

In the event that an employee is not reassigned in lieu of layoff as in Section 12.4 above, he/she shall be laid off. If an employee elects not to exercise the rights in 12.4.2, Displacement, he/she may be deemed to have been offered and to have declined such work unless the employee has a compelling reason for not accepting such position, as determined by the County.

Section 12.6 - Re-employment List

12.6.1 – Recall.
The names of such probationary and permanent employees reassigned or laid off in accordance with 12.4.2 or Section 12.5 of this Article shall be entered upon a re-employment list in inverse order as specified in Section 12.2. As positions from which employees were re-assigned or re-employed become open within the department where the employee's layoff occurred, they shall be filled from this list.

12.6.2 - Vacancies.
When vacancies occur in departments outside the one from which an employee has been laid off, employees on the recall list shall receive the same consideration as current county employees. If an employee fills a vacancy in another department, he/she shall suffer no loss in seniority, and shall be required to serve a probationary period as if he/she had transferred into the department. If he/she is rejected on probation, the employee shall retain his/her status on the recall list. The employee shall also retain recall rights to his/her former position until the time at which he/she would normally be deleted from the recall list, as outlined in 12.6.3 below

Attachment: Attachment P (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026)

12.6.3 - Deletion from List.
No name shall be carried on a re-employment list for a period longer than eighteen (18) months. Names shall also be dropped from the list upon re-employment under 12.6.1, Recall, above.

Section 12.7 - Seniority Accrual

Seniority shall continue to accrue while an employee is in paid status, or during illness leave due to industrial disability. Seniority shall be broken upon resignation, discharge for just cause, promotion out of the bargaining unit, failure to respond to a recall from layoff under 12.6.1 above, or absence without approved leave for three (3) or more consecutive days without adequate cause.

ARTICLE 13 - EMPLOYEE DISCIPLINE

A permanent employee may be demoted, suspended or dismissed by a department head in accordance with this Article.

An employee shall have the right to have an outside Union representative present at any investigatory meeting with supervisors or management representatives when the employee has reason to believe that such meeting could lead to disciplinary action. The employee under investigation will be provided advance written notice of the purpose of the meeting.

Nothing contained herein shall prevent the County from taking whatever disciplinary action it may deem appropriate under Article 13 with the full understanding that such matters are subject to the grievance procedure as set forth in Section 14.3.

Section 13.1 - Just Cause

The County shall discipline, suspend with or without pay, discharge, or demote a permanent employee for just cause only. The discipline shall be reasonably related to the seriousness of the offense. One or more of the following causes shall be grounds for suspension, demotion, dismissal, or discipline, of any permanent employee, including, but not limited to:

13.1.1 - Omission or willful misrepresentation of a material fact or other fraud in securing employment including, but not limited to, the following:

13.1.1.1 - Falsification of application for work;

13.1.1.2 - False information regarding driver's license;

13.1.1.3 - False information regarding professional licenses, credentials, or certificates;

13.1.2 - Incompetence;

Attachment: Attachment P (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026)

13.1.3 - Insubordination;

13.1.4 - Dishonesty;

13.1.5 - Improper use of drugs or alcohol including, but not limited to, the following:

13.1.5.1 - In possession of or under the influence of alcohol beverages while at work or in county work areas;

13.1.5.2 - In possession of, under the influence of, or trafficking in habit-forming drugs and/or narcotics while at work or on County property. The term "drugs" means controlled substances as defined in Division 10 (commencing with Section 11000) of the California Health and Safety Code;

13.1.6 - Unexcused absence from duty, including, but not limited to, participation in unlawful strikes or other job actions, such as sick-ins or slow downs, or not available if officially on call;

13.1.7 - Misuse of County property or damage to County property resulting from misuse or negligence;

13.1.8 - Violation of a County and/or department rule;

13.1.9 - Sexual harassment.

13.1.10 - Habitual tardiness/excessive absences.

Section 13.2 - Notice of Intent to Discharge, Demote, or Suspend

When a department head contemplates disciplinary action against a permanent employee, the concerned employee shall receive advance written notice of the proposed action.

13.2.1 - Said notice shall state the date the proposed action will be effective and the specific grounds upon which the action is being taken.

13.2.2 - Said notice shall inform the employee of his/her right to respond to the proposed action and of his/her right to receive a copy of the written materials alleged to support the action.

13.2.3 - An employee, upon receipt of proposed action, shall have ten (10) working days to respond to the proposed action.

13.2.4 - Said response may be made orally or in writing.

Attachment: Attachment P (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026)

13.2.5 - Said response shall be made to the department head.

13.2.6 - When a response is made to a proposed disciplinary action, the department head shall consider said response prior to making a final decision regarding the proposed action.

Section 13.3 - Decision to Discharge, Demote, or Suspend

When a department head believes there is just cause for disciplinary action against an employee, the department head shall give the employee a written notice of the proposed action. Notification to a permanent employee of proposed disciplinary action shall be deemed sufficient when it is delivered in person to the employee or when it is deposited in the U.S. certified mail, postage prepaid, and addressed to the last known address of the employee. It is the employee's obligation to notify the County of changes in address.

The notification to the employee shall contain the following:

13.3.1 - A statement of the cause (pursuant to 13.2 above) and of the specific acts and/or omissions upon which the disciplinary action is based.

13.3.2 - If it is claimed that the employee has violated a rule or regulation of the County, a reference to the rule or regulation.

13.3.3 - A statement of the disciplinary action and a copy of all written material on which the action is based.

13.3.4 - A statement that the employee has a right to appeal such a decision and charges if demanded within 10 (ten) working days after service of this notice, pursuant to section 13.3.5 below. Information to be provided to the County Administrative Officer is the same as outlined in Section 13.3.5 below.

Section 13.3.5 – Disciplinary decisions in the form of a written reprimand, suspension, demotion or dismissal may be appealed in writing to the County Administrative Officer within ten (10) working days after receiving notice of the decision from the employee's department head. The County Administrative Officer shall meet with the employee within ten (10) working days after receiving the employee's written appeal. The employee may be accompanied by his or her union and/or legal representative. The meeting with the County Administrative Officer shall not be considered an evidentiary hearing and will be limited to the employee's appeal of the proposed disciplinary action. After hearing the employee's appeal the County Administrative Officer shall communicate his or her decision to the employee in writing within ten (10) working days after concluding the appeal meeting with the employee. Except in cases involving suspension, demotion or discharge, the County Administrative Officer's decision shall be final and binding on the employee and the County.

Attachment: Attachment P (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026)

Section 13.3.6 – Disciplinary Arbitration – In cases involving suspension, demotion or discharge, the affected employee shall have the right to appeal the County Administrative Officer's decision to arbitration if requested in writing within ten (10) working days of the date of the County Administrative Officer's written decision. Any such appeal must be submitted directly to the County Administrative Officer.

Upon receipt of the employee's request to appeal the suspension, demotion or discharge decision, the County and the employee's designated representative shall mutually agree upon an arbitrator, or jointly select one from a list of seven (7) arbitrators provided by the State Mediation and Conciliation Service. If the parties cannot reach mutual agreement regarding an arbitrator, they shall strike names from the above-mentioned list. The parties shall flip a coin to determine who strikes first. The parties agree that an arbitrator will be selected within sixty (60) days of receipt of the employee's appeal.

The parties may mutually agree to use an arbitrator not on the list or to add to, or modify the list. The arbitrator's fee and expenses shall be borne equally by the parties.

Section 13.4 - Immediate Demotion or Suspension Without Pay or Benefits of Permanent Employee

If the department head determines that, pending the Appeal Procedures on the demotion, suspension or dismissal of a permanent employee, the immediate demotion or suspension of the employee without pay would be in the best interests of the County, the following procedure shall be initiated prior to imposing the demotion or suspension:

13.4.1 - In addition to the written notice of the proposed disciplinary action as provided in Section 13.2, the employee shall be given written notice of the demotion or suspension without pay and the charges upon which this action is based, and his/her right to respond to those charges both orally at a conference with the department head, and in writing.

13.4.2 - The employee shall be given notice of the immediate demotion or suspension sufficiently in advance of the action to review the charges and to frame a response.

13.4.3 - The demotion or suspension action should be discussed prior to its occurrence at a conference with the department head, during which time the employee shall have the right to present any rebutting evidence.

Section 13.5 - Immediate Interim Suspension

Nothing in this section shall be construed to prohibit placing an employee on administrative leave prior to notice and a conference where such leave is required to protect persons or property in accordance with the following procedures provided, such leave is with pay until procedures in Section 13.4 have been followed.

Attachment: Attachment P (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026)

13.5.1 - The suspended employee is given written notice in person or by deposit in U.S. certified mail of the charges upon which the suspension was based within one (1) working day after suspension;

13.5.2 - The employee is notified of his/her right to file a written response or to have a conference with the department head;

13.5.3 - A reasonable opportunity is afforded the employee for a conference within five (5) calendar days from the date of suspension.

ARTICLE 14 - GRIEVANCE PROCEDURE

Section 14.1 - Definitions

14.1.1 - A "grievance" is an allegation by one or more employees or the Union that the County has violated an express provision of this Memorandum of Understanding.

14.1.2 - A "supervisor" is an administrator having immediate jurisdiction over the grievant.

14.1.3 - "Working day" shall mean days in which the County offices are open for business.

Section 14.2 - Pre-Grievance Step

14.2.1 - Potential grievances shall be discussed in informal conferences between the employee and the immediate supervisor outside of the bargaining unit. At least one informal meeting between the parties shall take place before the grievance procedure is invoked.

14.2.2 - If the potential grievance is not resolved at this step, then the aggrieved employee may declare that a grievance exists and the provisions of this Article will be implemented.

14.2.3 - Any resolution reached at the pre-grievance step must be in accordance with the provisions of the Memorandum of Understanding.

Section 14.3 - Formal Grievance

14.3.1 - Step One.
Within fifteen (15) working days of the occurrence or discovery of an alleged grievance, the grievance shall be presented in writing to the department head or his/her designee. The grievance form shall contain information which identifies:

1. The aggrieved;
2. The specific nature of the grievance;
3. The time or place of its occurrence;

Attachment: Attachment P (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026)

4. The section of this Memorandum of Understanding alleged to have been violated;
5. The consideration given or steps taken to secure informal resolution;
6. The corrective action desired.

A decision shall be made in writing within ten (10) working days of receipt of the grievance. A copy shall be sent to the Union and this copy shall dictate time limits. In the event the department head grants the grievance in a manner that requires the payment of any County funds to the grievant, the department head's decision shall be advisory only to the County Administrative Officer.

A meeting shall take place if it is agreed by the parties that such a meeting would assist to clarify or resolve the grievance. The employee may be accompanied by his/her union representative at the meeting.

14.3.2 - Step Two.
If the grievant is not satisfied with the step one decision, he/she may appeal the decision in writing to the County Administrative Officer or his/her designee within ten (10) working days after receiving a written decision at step one.

The County Administrative Officer or his/her designee shall meet with the grievant within 10 working days after receiving the grievance. The grievant may be accompanied by his/her union representative. Additional meetings may be held as per mutual agreement.

The County Administrative Officer or his/her designee shall communicate his/her decision to the grievant in writing within ten (10) working days after concluding the appropriate meetings with the grievant. Such decision shall be final and binding on the grievant and the Union unless it is timely appealed to arbitration by the Union in accordance with the procedures set forth in Section 14.3.3.

14.3.3 - Step Three – Arbitration.
Any grievance, as defined in Section 14.1 of this Memorandum of Understanding, that has been properly and timely processed through the grievance procedure set forth in this Article and that has not been settled at the conclusion thereof, may be appealed to arbitration by the Union with written notice of intent to appeal. The failure to appeal a grievance to arbitration in accordance with this Section within ten (10) working days after receipt of the written answer of the County at Step 2 of the grievance procedure shall constitute a waiver of the Union's right to appeal to arbitration, and the written answer of the County at Step 2 of the grievance procedure shall be final and binding on the aggrieved employee, the County, and the Union.

The County and the Union shall mutually agree upon an arbitrator, or jointly select one from a list of seven (7) arbitrators provided by the State Mediation and Conciliation Service.

When the parties cannot reach mutual agreement regarding an arbitrator, they shall strike

Attachment: Attachment P (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026)

names from the above-mentioned list. The parties shall flip a coin to determine who strikes first. The parties will alternate the flipping of the coin.

The arbitrator shall be requested to render his/her decision within thirty (30) working days of the hearing, receipt of the transcription, or the briefs.

The parties may mutually agree to use an arbitrator not on the list or to add to, or modify the list. The arbitrator's compensation and expenses shall be borne equally by the Union and the County.

14.3.4 - Arbitrator Authority.
The jurisdiction and authority of the arbitrator and his/her opinion and award shall be confined exclusively to the interpretation and/or application of the express provision(s) of this Memorandum of Understanding at issue between the Union and County. He/she shall have no authority to add to, detract from, alter, amend, or modify any provision of this Memorandum of Understanding; to impose on either party a limitation or obligation not explicitly provided for in Memorandum of Understanding; or to establish or alter any wage structure. The arbitrator shall not hear or decide more than one (1) grievance without the mutual consent of the County and the Union. The written award of the arbitrator on the merits of any grievance adjudicated within his/her jurisdiction and authority shall be final and binding on the aggrieved employee, the Union and the County.

Section 14.4 - Miscellaneous Provisions

14.4.1 - In the absence of administrators required to render decisions as outlined in the procedures, the County Administrative Officer shall appoint a substitute.

14.4.2 - Employees shall have the right to present their own grievances or do so through a representative of their own choice. Grievances may also be presented by a group of employees, by the Union, or by the County. No grievance settlement may be made in violation of this Memorandum of Understanding.

The Union shall be provided copies of individual or group grievances and responses to same. Such grievances may not proceed beyond Step Two without written concurrence of the Union.

The Union shall have the right to appear and be heard in all individual or group grievances at any step.

14.4.3 -Time limits may be extended or waived only by written agreement of the parties. If either party fails to comply with the grievance time limits, the grievance shall be settled in favor of the other party. If, as a result of such action the parties are unable to reach agreement or an appropriate remedy, the matter may be referred to an arbitrator as provided in this Article and the arbitrator shall fashion an appropriate remedy.

Attachment: Attachment P (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026)

14.4.4 - It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable policies, rules and regulations of the County until such grievance and any effect thereof shall have been fully determined.

ARTICLE 15 - PERSONNEL FILES

Section 15.1 - The County shall maintain a personnel file for each employee in a central location. Personnel files contain private and confidential information and shall be maintained in a secure manner.

Section 15.2 - An employee shall have access to his/her personnel file, upon request, at any time during normal office hours providing the request is reasonable and is made at a time previously approved by his/her immediate supervisor.

Section 15.3 - Access to personnel files shall be limited to the employee, the employee's immediate supervisor and/or department head, the Human Resources Director, County Counsel and the County Administrative Officer. Upon written authorization by the employee, a representative of the Union shall be permitted to examine and/or obtain copies of the materials in such employee's personnel file. The signed authorization shall be kept in the file.

Section 15.4 - Upon request by the employee, negative or derogatory material in an employee's personnel file shall be reviewed for removal after remaining in the file for a period of eighteen (18) months, and annually thereafter.

Section 15.5 - No document, positive or negative, shall be placed in the employee's personnel file unless:

1. It contains the employee's signature acknowledging that the document is to be placed in the employee's personnel file; or

2. It is accompanied by a Personnel Action Form signed by the employee, which will remain permanently attached to the document; or

3. The employer has indicated on the document or the Personnel Action Form that the employee has refused to sign.

ARTICLE 16 - SAFETY

The County agrees to make all reasonable provisions for the safety and health of its employees. In the event any safety or health hazard is detected, it shall promptly be reported to the appropriate supervisor. The County shall take affirmative steps to investigate the problem, determine its extent as soon as possible, and make the appropriate remedy where needed; no employee shall be exposed to

Attachment: Attachment P (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026)

unsafe conditions pending their correction. No employee shall be discharged or otherwise disciplined for bringing to the attention of his/her supervisor any unsafe condition that may exist. Safe working practices and safety regulations shall be adhered to by the employee and the County. The failure of any employee to follow the safe working practices, safety rules, and/or regulations can lead to disciplinary actions provided employees are properly informed of such practices, safety rules, and/or regulations.

ARTICLE 17 - NO STRIKE/ NO LOCKOUT

Section 17.1 - The County and the Union recognize that strikes and other forms of work stoppage by members of the recognized employee organization are contrary to the continuity of county operations. The County and Union subscribe to the principle that differences shall be resolved by peaceful and appropriate means, and agreements shall result from negotiating in good faith. The Union therefore agrees that there shall be no strikes, work stoppage, or other refusal to perform work by the employees covered by this Memorandum of Understanding. The County agrees that, unless there is a strike, work stoppage, or other refusal to perform work by employees covered by this Memorandum of Understanding, there shall be no lockouts of its employees during the term of this Memorandum of Understanding.

Section 17.2 - It is agreed that the grievance machinery of this Memorandum of Understanding, the dispute settlement machinery provided in the Employer-Employee Relations Policy, and the judicial and administrative remedies provided by law, are the sole and exclusive means for settling any dispute between the employees and/or the Union and County whether relating to the application of the Memorandum of Understanding or otherwise.

Section 17.3 - In the event of any such action or interference, the Union shall take whatever affirmative action necessary and within its authority to prevent and bring about the termination of such action or interference. Such affirmative action shall include the immediate disavowal and refusal to recognize any such action or interference, and the Union immediately shall instruct any and all employees to cease their misconduct and inform them that their misconduct is a violation of the Memorandum of Understanding subjecting them to disciplinary action including discharge.

Section 17.4 - Notwithstanding the above, it is agreed by the parties that employees shall have the individual right to refuse to cross a picket line sanctioned by the Central Labor Council.

ARTICLE 18 - ENTIRE AGREEMENT

Section 18.1 - It is intended that this Memorandum of Understanding sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior-to existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded, or terminated in their entirety. This Memorandum of Understanding shall govern in case of conflict with provisions of existing County Ordinances,

Attachment: Attachment P (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026)

rules, practices, and regulations pertaining to wages, hours and other terms and conditions of employment.

Section 18.2 - During the term of this Memorandum of Understanding, both parties waive and relinquish the right to meet and negotiate and agrees that neither party shall be obligated to meet and renegotiate with respect to any subject or matter covered in this Memorandum of Understanding, including such subjects or matters that were proposed and later withdrawn.

Section 18.3 - Each party understands that only the Board of Supervisors has the authority to bestow additional benefits on employees covered by this Agreement. The parties, therefore, agree that regardless of the action of any department head, elected official, or employee supervisor, only the employee benefits contained in this Agreement, or an appropriate written amendment to this Agreement, shall be binding on the County.

Section 18.4 - The County agrees to give the Union adequate notice of proposed changes in policy, rules, and procedures affecting working conditions, and to meet and confer with the Union on these changes upon request, unless otherwise agreed to in this Memorandum of Understanding.

ARTICLE 19 - SAVINGS

If any provision(s) of this Memorandum of Understanding or any applications(s) thereof to any employee(s) are held to be contrary to law by a court of competent jurisdiction (including the appellate process), then such provision or application will not be deemed valid and subsisting except to the maximum extent permitted by law but all other provisions or applications shall continue in full force and effect.

In the event of suspension or invalidation of any article or section of this Memorandum of Understanding, by a court of competent jurisdiction, the parties agree to meet and confer within thirty (30) days after such determination for the sole purpose of arriving at a mutually satisfactory replacement for such article or section.

Attachment: Attachment P (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026)

ARTICLE 20 - DURATION

This Memorandum of Understanding shall become effective on November 1, 2019, and shall continue in full force and effect through October 31, 2023, and shall be automatically renewed from year-to-year thereafter, unless either party serves upon the other ninety (90) days prior to its expiration written notice of desire to modify this Memorandum.

This Memorandum of Understanding concludes meeting and negotiating on any subject between the parties, whether included in this Memorandum of Understanding or not, for the term of this Memorandum of Understanding, except as per Article 18.4.

For the County

Miles Menetrey, Chair
Mariposa County Board of Supervisors

Date: 12/6/19

Richard C. Bolanos
County Negotiator

Approved as to Form:

Steven W. Dahlem
County Counsel

For the Union

Debbie Macias, Business Agent
AFSCME, Local 2703

Date: 12/11/19

Rob Iwama, Team Member
MCMCO

Rebecca Maietto, Team Member
MCMCO

Attachment: Attachment P (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026)

APPENDIX A

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POSITION	GRADE	STEP	HOURLY	MONTHLY	ANNUAL
ACCOUNTANT II-CONF	305	1	28.398	4,922.21	59,067.59
	305	2	29.819	5,168.46	62,022.69
	305	3	31.308	5,426.71	65,121.67
	305	4	32.874	5,698.01	68,377.44
	305	5	34.520	5,983.28	71,800.71
ADMIN ANALYST I - CF	315	1	27.606	4,784.94	57,420.38
	315	2	28.986	5,024.22	60,291.72
	315	3	30.436	5,275.48	63,306.95
	315	4	31.957	5,539.09	66,470.37
	315	5	33.555	5,816.12	69,794.85
ADMIN ANALYST II - CF	316	1	31.019	5,376.59	64,520.35
	316	2	32.569	5,645.21	67,743.89
	316	3	34.198	5,927.62	71,132.81
	316	4	35.906	6,223.62	74,684.94
	316	5	37.705	6,535.37	78,426.06
ADMINISTRATIVE ANALYST I	457	1	27.606	4,784.94	57,420.38
	457	2	28.986	5,024.22	60,291.72
	457	3	30.436	5,275.48	63,306.95
	457	4	31.957	5,539.09	66,470.37
	457	5	33.555	5,816.12	69,794.85
ADMINISTRATIVE ANALYST II	458	1	31.019	5,376.59	64,520.35
	458	2	32.569	5,645.21	67,743.89
	458	3	34.198	5,927.62	71,132.81
	458	4	35.906	6,223.62	74,684.94
	458	5	37.705	6,535.37	78,426.06
ADMINISTRATIVE TECH-CF	303	1	26.284	4,555.86	54,671.45
	303	2	27.599	4,783.69	57,405.35
	303	3	28.979	5,022.96	60,276.69
	303	4	30.426	5,273.69	63,285.48
	303	5	31.948	5,537.48	66,451.04
ASSESSMT OFFICE MGR	158	1	25.518	4,423.08	53,077.93
	158	2	26.793	4,644.09	55,730.22
	158	3	28.135	4,876.57	58,519.95
	158	4	29.538	5,119.78	61,438.54
	158	5	31.014	5,375.70	64,509.61
ASST ASSESSOR/RECORDER	411	1	35.307	6,119.82	73,439.33
	411	2	37.073	6,425.86	77,111.73
	411	3	38.924	6,746.74	80,962.37
	411	4	40.869	7,083.90	85,008.45
	411	5	42.914	7,438.24	89,260.70
ASST AUDITOR	312	1	38.926	6,747.09	80,966.67
	312	2	40.870	7,084.08	85,010.60
	312	3	42.914	7,438.24	89,260.70
	312	4	45.060	7,810.32	93,725.56
	312	5	47.314	8,200.99	98,413.77

Attachment: Attachment P (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026)

APPENDIX A

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POSITION	GRADE	STEP	HOURLY	MONTHLY	ANNUAL
ASST COUNTY COUNSEL	319	1	54.229	9,399.47	112,795.81
	319	2	56.940	9,869.45	118,435.63
	319	3	59.787	10,362.92	124,357.42
	319	4	62.777	10,881.07	130,575.37
	319	5	65.916	11,425.14	137,104.29
ASST DISTRICT ATTORNEY	465	1	51.230	8,879.61	106,557.47
	465	2	53.791	9,323.63	111,885.66
	465	3	56.481	9,789.82	117,480.16
	465	4	59.305	10,279.29	123,353.85
	465	5	62.270	10,793.27	129,521.76
ASST TREAS/TAX COLLECTOR	412	1	35.620	6,174.05	74,090.05
	412	2	37.400	6,482.58	77,792.51
	412	3	39.267	6,806.15	81,675.38
	412	4	41.234	7,147.08	85,766.55
	412	5	43.294	7,504.11	90,051.02
CHIEF DEPUTY COUNTY CLERK	446	1	35.685	6,185.23	74,224.21
	446	2	37.468	6,494.25	77,932.58
	446	3	39.342	6,819.14	81,831.18
	446	4	41.307	7,159.65	85,917.55
	446	5	43.376	7,518.29	90,221.34
CHIEF DEPUTY TREAS/TAX COLLCTR	445	1	31.019	5,376.59	64,520.35
	445	2	32.569	5,645.21	67,743.89
	445	3	34.198	5,927.62	71,132.81
	445	4	35.906	6,223.62	74,684.94
	445	5	37.705	6,535.37	78,426.06
CHILD SUPT SUPERVISOR	456	1	28.429	4,927.58	59,132.02
	456	2	29.851	5,174.00	62,089.26
	456	3	31.342	5,432.43	65,190.40
	456	4	32.909	5,704.10	68,450.45
	456	5	34.555	5,989.37	71,873.73
COUNTY ENGINEER	452	1	48.856	8,468.18	101,620.14
	452	2	51.299	8,891.61	106,701.36
	452	3	53.864	9,336.33	112,038.14
	452	4	56.558	9,803.25	117,641.23
	452	5	59.384	10,293.06	123,519.21
COUNTY SURVEYOR	432	1	44.329	7,683.61	92,205.06
	432	2	46.546	8,067.84	96,815.96
	432	3	48.874	8,471.40	101,658.79
	432	4	51.316	8,894.65	106,737.87
	432	5	53.882	9,339.38	112,074.65
COURT EXECUTIVE ASST	700	1	30.819	5,341.88	64,103.71
	700	2	32.359	5,608.71	67,305.78
	700	3	33.978	5,889.32	70,673.22
	700	4	35.675	6,183.54	74,203.88
	700	5	37.459	6,492.78	77,914.93

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APPENDIX A

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POSITION	GRADE	STEP	HOURLY	MONTHLY	ANNUAL
DEP AG COMMISSIONER/SLR	436	1	38.260	6,631.66	79,581.47
	436	2	40.174	6,963.28	83,560.97
	436	3	42.183	7,311.55	87,740.20
	436	4	44.293	7,677.34	92,129.89
	436	5	46.507	8,061.04	96,734.35
DEP CLERK OF THE BOARD I	318	1	19.169	3,322.63	39,872.34
	318	2	20.129	3,488.89	41,867.46
	318	3	21.134	3,663.20	43,959.22
	318	4	22.192	3,846.45	46,158.37
	318	5	23.300	4,038.67	48,464.89
DEP CLERK OF THE BOARD II	301	1	22.026	3,817.82	45,814.75
	301	2	23.126	4,008.42	48,101.94
	301	3	24.284	4,209.21	50,511.55
	301	4	25.498	4,419.49	53,034.98
	301	5	26.773	4,640.52	55,687.27
DEP DIRECTOR OF ADMIN SRVS HS	476	1	43.421	7,526.12	90,315.17
	476	2	45.594	7,902.84	94,835.87
	476	3	47.873	8,297.81	99,575.62
	476	4	50.266	8,712.65	104,553.76
	476	5	52.780	9,148.42	109,783.16
DEP DIRECTOR OF ADULT/AGING	474	1	43.421	7,526.12	90,315.17
	474	2	45.594	7,902.84	94,835.87
	474	3	47.873	8,297.81	99,575.62
	474	4	50.266	8,712.65	104,553.76
	474	5	52.780	9,148.42	109,783.16
DEP DIRECTOR OF BEHAVIORL HLTH	475	1	43.421	7,526.12	90,315.17
	475	2	45.594	7,902.84	94,835.87
	475	3	47.873	8,297.81	99,575.62
	475	4	50.266	8,712.65	104,553.76
	475	5	52.780	9,148.42	109,783.16
DEP DIRECTOR OF PUBLIC ASST	473	1	43.421	7,526.12	90,315.17
	473	2	45.594	7,902.84	94,835.87
	473	3	47.873	8,297.81	99,575.62
	473	4	50.266	8,712.65	104,553.76
	473	5	52.780	9,148.42	109,783.16
DEP DIRECTOR OF PUBLIC HEALTH	472	1	43.421	7,526.12	90,315.17
	472	2	45.594	7,902.84	94,835.87
	472	3	47.873	8,297.81	99,575.62
	472	4	50.266	8,712.65	104,553.76
	472	5	52.780	9,148.42	109,783.16
DEP DIRECTOR PUBLIC WORKS	453	1	48.015	8,322.51	99,871.99
	453	2	50.415	8,738.42	104,863.01
	453	3	52.935	9,175.27	110,105.30
	453	4	55.583	9,634.12	115,611.75
	453	5	58.361	10,115.71	121,390.94

Attachment: Attachment P (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026)

APPENDIX A

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POSITION	GRADE	STEP	HOURLY	MONTHLY	ANNUAL
DEP DISTRICT ATTY I	427	1	35.043	6,074.01	72,889.54
	427	2	36.795	6,377.71	76,534.02
	427	3	38.635	6,696.63	80,361.04
	427	4	40.566	7,031.28	84,377.06
	427	5	42.595	7,382.95	88,597.09
DEP DISTRICT ATTY II	430	1	40.474	7,015.36	84,185.92
	430	2	42.498	7,366.12	88,395.22
	430	3	44.623	7,734.44	92,814.98
	430	4	46.853	8,120.99	97,453.79
	430	5	49.196	8,527.06	102,326.70
DEP DISTRICT ATTY III	429	1	47.940	8,309.45	99,715.22
	429	2	50.339	8,725.17	104,704.09
	429	3	52.857	9,161.66	109,942.09
	429	4	55.499	9,619.63	115,437.80
	429	5	58.274	10,100.69	121,210.54
DEP PLANNING DIRECTOR	425	1	42.278	7,328.00	87,937.78
	425	2	44.391	7,694.34	92,333.91
	425	3	46.610	8,078.94	96,949.11
	425	4	48.941	8,482.85	101,796.24
	425	5	51.386	8,906.82	106,883.90
DIV DIR OF ADMIN SRVS HS	471	1	49.129	8,515.61	102,189.25
	471	2	51.586	8,941.36	107,298.39
	471	3	54.165	9,388.41	112,663.10
	471	4	56.872	9,857.65	118,294.10
	471	5	59.717	10,350.70	124,210.74
DIV DIR OF HEALTH SERVICES	469	1	49.129	8,515.61	102,189.25
	469	2	51.586	8,941.36	107,298.39
	469	3	54.165	9,388.41	112,663.10
	469	4	56.872	9,857.65	118,294.10
	469	5	59.717	10,350.70	124,210.74
DIV DIR OF HUMAN SERVICES	470	1	49.129	8,515.61	102,189.25
	470	2	51.586	8,941.36	107,298.39
	470	3	54.165	9,388.41	112,663.10
	470	4	56.872	9,857.65	118,294.10
	470	5	59.717	10,350.70	124,210.74
ENV HEALTH MANAGER	444	1	41.146	7,131.86	85,584.01
	444	2	43.200	7,487.82	89,855.58
	444	3	45.361	7,862.39	94,350.51
	444	4	47.628	8,255.40	99,066.64
	444	5	50.011	8,668.45	104,023.30
FAC AND REC SERVICES MANAGER	450	1	38.546	6,681.24	80,176.35
	450	2	40.476	7,015.71	84,190.22
	450	3	42.499	7,366.31	88,397.36
	450	4	44.623	7,734.44	92,814.98
	450	5	46.854	8,121.17	97,455.94

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APPENDIX A

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FISCAL OFFICER II	437	1	38.926	6,747.09	80,966.67
	437	2	40.870	7,084.08	85,010.60
	437	3	42.914	7,438.24	89,260.70
	437	4	45.060	7,810.32	93,725.56
	437	5	47.314	8,200.99	98,413.77
FLEET MANAGER	414	1	32.608	5,652.02	67,825.50
	414	2	34.236	5,934.07	71,210.12
	414	3	35.951	6,231.32	74,777.28
	414	4	37.747	6,542.72	78,514.11
	414	5	39.636	6,870.04	82,442.07
LEGAL EXECUTIVE ASSISTANT	454	1	27.606	4,784.94	57,420.38
	454	2	28.986	5,024.22	60,291.72
	454	3	30.436	5,275.48	63,306.95
	454	4	31.957	5,539.09	66,470.37
	454	5	33.555	5,816.12	69,794.85
LEGAL EXECUTIVE ASSISTANT CONF	313	1	27.606	4,784.94	57,420.38
	313	2	28.986	5,024.22	60,291.72
	313	3	30.436	5,275.48	63,306.95
	313	4	31.957	5,539.09	66,470.37
	313	5	33.555	5,816.12	69,794.85
NURSE PRACTITIONER	468	1	47.854	8,294.59	99,536.96
	468	2	50.247	8,709.24	104,512.95
	468	3	52.759	9,144.67	109,738.06
	468	4	55.397	9,601.91	115,225.18
	468	5	58.167	10,082.07	120,987.19
OFFICE ASSISTANT II-CONF	311	1	14.887	2,580.29	30,964.10
	311	2	15.628	2,708.78	32,506.07
	311	3	16.408	2,844.08	34,129.66
	311	4	17.232	2,986.90	35,843.44
	311	5	18.091	3,135.80	37,630.25
ON-CALL COORDINATOR	441	1	36.393	6,307.91	75,696.46
	441	2	38.214	6,623.61	79,484.82
	441	3	40.126	6,955.04	83,462.18
	441	4	42.134	7,303.13	87,639.26
	441	5	44.236	7,667.50	92,011.77
PAYROLL SPECIALIST	302	1	25.211	4,369.75	52,437.95
	302	2	26.471	4,588.25	55,060.17
	302	3	27.793	4,817.34	57,809.10
	302	4	29.184	5,058.39	60,701.91
	302	5	30.642	5,311.09	63,734.33
PROGRAM ADMINISTRATOR / ASOC	478	1	37.666	6,528.63	78,345.09
	478	2	39.549	6,855.06	82,262.31
	478	3	41.527	7,197.82	86,375.40
	478	4	43.603	7,557.70	90,694.22
	478	5	45.783	7,935.59	95,228.88

Attachment: Attachment P (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026)

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PROGRAM ADMINISTRATOR / CSOC	477	1	37.666	6,528.63	78,345.09
	477	2	39.549	6,855.06	82,262.31
	477	3	41.527	7,197.82	86,375.40
	477	4	43.603	7,557.70	90,694.22
	477	5	45.783	7,935.59	95,228.88
PROGRAM MANAGER	404	1	29.137	5,050.34	60,605.27
	404	2	30.594	5,302.86	63,635.54
	404	3	32.123	5,567.90	66,816.13
	404	4	33.734	5,847.09	70,166.39
	404	5	35.417	6,138.80	73,666.98
PSYCHIATRIC M/H NURSE PRAC	455	1	74.263	12,871.93	154,466.13
	455	2	77.976	13,515.66	162,191.05
	455	3	81.874	14,191.25	170,298.24
	455	4	85.969	14,901.02	178,815.62
	455	5	90.266	15,645.86	187,753.93
PUBLIC HEALTH EDUCATOR	420	1	38.581	6,687.32	80,249.37
	420	2	40.511	7,021.81	84,263.23
	420	3	42.536	7,372.75	88,474.68
	420	4	44.663	7,741.42	92,898.73
	420	5	46.895	8,128.34	97,541.84
PUBLIC HEALTH NURSE MANAGER	442	1	47.939	8,309.26	99,713.07
	442	2	50.339	8,725.17	104,704.09
	442	3	52.853	9,160.95	109,933.50
	442	4	55.496	9,619.09	115,431.35
	442	5	58.268	10,099.62	121,197.66
PUBLIC WORKS SUPERINTENDENT	466	1	32.936	5,708.74	68,506.29
	466	2	34.580	5,993.84	71,927.42
	466	3	36.307	6,293.07	75,518.21
	466	4	38.125	6,608.22	79,300.13
	466	5	40.029	6,938.22	83,260.30
ROADS AND BRIDGES MANAGER	467	1	38.546	6,681.24	80,176.35
	467	2	40.476	7,015.71	84,190.22
	467	3	42.499	7,366.31	88,397.36
	467	4	44.623	7,734.44	92,814.98
	467	5	46.854	8,121.17	97,455.94
SOCIAL WORKER SPVR I	409	1	31.019	5,376.59	64,520.35
	409	2	32.569	5,645.21	67,743.89
	409	3	34.198	5,927.62	71,132.81
	409	4	35.906	6,223.62	74,684.94
	409	5	37.705	6,535.37	78,426.06
SOCIAL WORKER SPVR II	422	1	36.393	6,307.91	75,696.46
	422	2	38.214	6,623.61	79,484.82
	422	3	40.126	6,955.04	83,462.18
	422	4	42.134	7,303.13	87,639.26
	422	5	44.236	7,667.50	92,011.77

Attachment: Attachment P (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026)

APPENDIX A

Job Classifications and Salary Grade/Step Table
These salaries are effective 11/1/2019. Salary increases beyond this date and which are reflected in Section 6.1 are to be calculated using these rates as a a base.

POSITION	GRADE	STEP	HOURLY	MONTHLY	ANNUAL
SOLID WASTE/RECYC MGR	418	1	38.546	6,681.24	80,176.35
	418	2	40.476	7,015.71	84,190.22
	418	3	42.499	7,366.31	88,397.36
	418	4	44.623	7,734.44	92,814.98
	418	5	46.854	8,121.17	97,455.94
SR ADMIN ANALYST - CF	317	1	34.357	5,955.18	71,463.54
	317	2	36.076	6,252.97	75,037.14
	317	3	37.879	6,565.63	78,789.00
	317	4	39.773	6,893.84	82,727.70
	317	5	41.762	7,238.53	86,863.98
SR ADMINISTRATIVE ANALYST	459	1	34.357	5,955.18	71,463.54
	459	2	36.076	6,252.97	75,037.14
	459	3	37.879	6,565.63	78,789.00
	459	4	39.773	6,893.84	82,727.70
	459	5	41.762	7,238.53	86,863.98
SR INFO SYSTEM SPECIALIST	440	1	38.090	6,602.14	79,227.11
	440	2	39.999	6,933.03	83,198.02
	440	3	41.997	7,279.33	87,353.63
	440	4	44.097	7,643.34	91,721.85
	440	5	46.300	8,025.25	96,304.83
SR OFFICE ASSISTANT-CONF	314	1	18.542	3,213.82	38,566.60
	314	2	19.468	3,374.35	40,493.00
	314	3	20.444	3,543.47	42,522.48
	314	4	21.465	3,720.47	44,646.46
	314	5	22.539	3,906.76	46,882.11
SR PLANNER	423	1	36.393	6,307.91	75,696.46
	423	2	38.214	6,623.61	79,484.82
	423	3	40.126	6,955.04	83,462.18
	423	4	42.134	7,303.13	87,639.26
	423	5	44.236	7,667.50	92,011.77
SR SUPERVISING ENV HEALTH SPEC	443	1	37.403	6,483.12	77,798.96
	443	2	39.273	6,807.22	81,688.26
	443	3	41.235	7,147.25	85,768.70
	443	4	43.301	7,505.36	90,066.05
	443	5	45.461	7,879.75	94,558.83
STAFF SERVICES MGR I	403	1	28.562	4,950.66	59,409.06
	403	2	29.991	5,198.35	62,381.34
	403	3	31.489	5,458.02	65,497.50
	403	4	33.065	5,731.12	68,774.74
	403	5	34.717	6,017.46	72,210.90
TECH SERVICES MANAGER	416	1	40.681	7,051.15	84,615.44
	416	2	42.715	7,403.71	88,846.21
	416	3	44.850	7,773.81	93,287.45
	416	4	47.092	8,162.51	97,952.04
	416	5	49.447	8,570.68	102,850.07

Attachment: Attachment P (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026)

APPENDIX A

Job Classifications and Salary Grade/Step Table
These salaries are effective 11/1/2019. Salary increases beyond this date and which are reflected in Section 6.1 are to be calculated using these rates as a a base.

POSITION	GRADE	STEP	HOURLY	MONTHLY	ANNUAL
UTILITIES MANAGER	451	1	32.608	5,652.02	67,825.50
	451	2	34.236	5,934.07	71,210.12
	451	3	35.951	6,231.32	74,777.28
	451	4	37.747	6,542.72	78,514.11
	451	5	39.636	6,870.04	82,442.07

Attachment: Attachment P (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026)

APPENDIX B
Alternate Work Schedules

1. Assessor's Office: 4/10 schedule for appraisers as approved by the Assessor from time-to-time.(1)

2. Child Support Services Office: 4/10 schedule for Child Support Services' staff personnel as assigned from time-to-time (93-485). Amended to 9/80 schedule for one employee (98-405).

3. Health and Human Services Agency:
   a. 9/80 schedule for certain employees as approved by immediate supervisor and the department head.(2)
   b. 9/80 schedule for office staff assigned to Housing Authority functions (94-378).
   c. 4/10 schedule for staff person of Public Guardian/Conservator's Office (00-18).
   d. 4/10 schedule for certain employees in Children's System of Care and Child Welfare, Community Action, and Housing Authority, when needed and as approved by the department head (01-305).
   e. Public Health Educator work schedule – Four/9 hour days and one/4 hour day. (13-395).
   f. 4/10 schedule for Administrative Analyst staff (14-578)
   g. Sr. Supervising Environmental Health Specialist - Choose between traditional 5/8, or alternative 9/80 or 4/10 work schedule (19-93).

4 Planning and Building: 9/80 schedule may be assigned from time-to-time to certain employees as approved by the department head (96-23).

5. Public Works:
8:00 a.m. to 4:30 p.m. M-F with 4/10 and 9/80 schedules and associated start/stop time variations assigned to specific employees from time to time as approved by the Department Head. (17-40).

Pursuant to Section 8.1.2.2, this schedule may be updated from time-to-time as amended and approved by the Board of Supervisors.

(1) Established prior to County policy requiring Board of Supervisors' approval of alternate work schedules.

(2) B/S 92-279 permitted 9/80 schedules for this department. Additional resolutions are required as positions are entered into alternate work schedules.

Attachment: Attachment P (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026)

INDEX

A

Alternate Work Schedules.....Appendix B
Anniversary Date.....7
Arbitration.....42
Attendance and Leaves.....23

B

Banquet Expenses.....33
Benefits Available During Leaves.....17
Bulletin Boards.....10

C

Call-back Pay.....16
Compaction.....15
Compensated Time Off.....9
Compensation.....13
Confidential Employee.....6

D

Decision to Discharge, Demote, or Suspend.....39
  Notice of Intent.....38
Demotion.....14
Dental and Vision.....17
Differentials/Allowances.....15
Drug and Alcohol Policy.....23
Duration.....47

E

Educational Incentive Program.....16
Employee
  Confidential Employee.....6
  Extra Help Employee.....7
  Recognized Employee Organization.....6
  Regular Full-Time Employees.....7
Employee Discipline.....37
Employee Expenses.....32
Entire Agreement.....45
Evaluations.....22

F

Facilities.....10
Failure to Return from Leave at Scheduled Time.....30
Foul Weather and Safety Gear.....16

G

Grievance Procedure.....41
Grievance Processing.....9

H

Holiday Pay.....31
Holidays.....30

I

Individual Holidays.....31
Insurance.....16
Investigatory Interviews.....9

J

Just Cause.....37

L

Labor Negotiations.....9
Layoff.....36
Leaves
  Administrative Leave.....29
  Annual Leave.....24
  Bereavement Leave.....27
  Compulsory Leave.....28
  County Business.....30
  Education or Training Leave.....27
  Illness Leave.....27
  Jury Duty.....29
  Leave to Seek Office.....28
  Leave Without Pay.....29
  Maternity Leave.....28
  Payment for Earned Annual Leave upon Termination.....30
  Payment of Accumulated Sick Leave.....26
  Personal Necessity.....26
  Sick Leave.....25
  Vacation Accrual.....24
Lodging.....32
Longevity Pay.....19

M

Maintenance of Benefits.....17
Management Rights.....7
Meal Periods.....23
Meals.....31
Merit Advancement.....14
Merit System.....34
Mileage Reimbursement Rate.....32

N

Names and Addresses of Covered Workers.....10
No Strike/No Lockout.....45
Non Discrimination.....7
Non-Reimbursable Items.....33
Notification of Stewards.....9
Notification of Union Coverage.....10

O

On-Call Compensation.....15
Out-Of-Class Payments.....34
Out-of-County Travel.....32
Overtime.....23

Attachment: Attachment P (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026)

INDEX

Overtime Exempt Classifications 23

P

Pay Practices 13
Pay upon Termination 14
Personnel Files 44
Position and Reclassification 14
PREAMBLE 6
Printing of Memorandum of Understanding 10
Promotion 14

R

Reclassification 33
Recognition 6
Recognized Employee Organization 6
Regular Hours 23
Release Time 9
Resource Members 9
Rest Period 23
Retirement 18

S

Safety 44
Salaries 13
Savings 46
Schedule Changes 24
Seniority 35
Seniority Accrual 37
Shift Differential 15
Split Shift Differential 16
Status Of Employees 21
Stewards and Release Time 9

T

Temporary Assignments 35
Transfer 14
Travel Expense Advance 33
Travel Policy 31

U

Union Rights 9
Union Security 11

V

Visitation and Distribution 10

W

Working Hours 23

Y

Y-Rate 7

Attachment: Attachment P (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026)

APRIL 2020

MARIPOSA COUNTY

TELEWORK GUIDELINES

Prepared by: Mariposa County Technical Services

Attachment: Attachment P (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026)

MANAGING TELEWORK

When implementing a telework program, keep in mind that:

1. Performance standards for teleworking employees remain the same as for non-teleworking employees.

2. Management expectations for performance should be clearly addressed in a performance plan, regardless of whether or not the employee is a teleworker.

3. Accountability expectations of teleworkers must not differ by virtue of the teleworking arrangement.

TELEWORK EMPLOYEES:

To be a successful teleworker, it is essential that employees have work habits that support independent task performance. These habits may include an ability to work with minimal direct supervision, good planning and time management skills, an ability to meet deadlines and effective communication.

Attachment: Attachment P (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026)

03

TEAMWORK:

"If one person on the team is teleworking, the entire team is teleworking."

Supervisors are ultimately responsible for effective functioning of their work group and should ensure cross-training of employees.

Teleworkers should help avoid any negative impact from their arrangements by ensuring they have a backup. Even with very portable work there are invariably instances where physical presence is required and a co-worker may need to step in. Co-worker backup should be planned, it should not be burdensome, and it should be reciprocal.

Supervisors must be kept apprised of the teleworker's schedule, how to make contact with the teleworker, and the status of all pending work.

Co-workers must be informed about the appropriate handling of telephone calls or other communications that are the teleworker's responsibility, and customers should not notice that the teleworker is working from an alternative work site.

Attachment: Attachment P (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026)

GUIDELINES

All employees are disaster services workers and whether or not you have been assigned telework tasks, if you are in paid status (inclement weather or regular pay), you need to be accessible for assignments.

All teleworking employees should check in daily with their supervisors first thing in the morning and remain accessible by email, text or phone throughout their workday. Changes to telework and essential functions may change daily or even hourly as new operational objectives arise.

While teleworking, employees are to remain accessible during the telework schedule, and understand that management retains the right to modify the telework agreement on a temporary basis as a result of a business necessity.

Teleworkers must check in with their supervisors to discuss status and open issues, be available for teleconferences scheduled on an as-needed basis, and be ready to come into the office if a business need arises.

Vacation, sick or other leave should be requested in the same manner as when working at the regular County work site.

Attachment: Attachment P (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026)

05

WORKSPACE

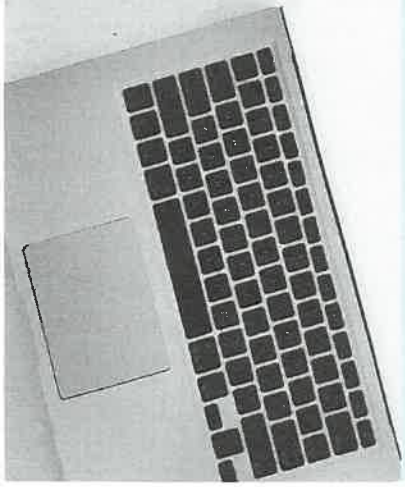


Employees are responsible for providing space, telephone, printing, networking and/or Internet capabilities at the telework location and should review the Mariposa County Teleworking Policy to ensure they are properly equipped for remote work.

Any equipment, software, data, supplies and furniture, etc. ("property") provided by the County for use at the employee's telework location, remains the property of the County and will be returned to the County should the teleworking agreement be terminated.

Employees will use County property for purposes of County business only. They must protect property against unauthorized or accidental use, access, modification, destruction, or disclosure (use) and immediately report to the supervisor instances of unauthorized or accidental use at the earliest reasonable opportunity.

The County may make on-site visits to the employee's telework location to ensure that the designated work space is safe and free from hazards, provides adequate protection and security of County property, and to maintain, repair, inspect, or retrieve County property.



Employees are responsible for the safety and security of any County property used by the employee at their telework location. This includes maintaining data security and record confidentiality in the same manner as when working at the regular County work site.

While teleworking, employees will adhere to policies, standards and guidelines of the County.

Attachment: Attachment P (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026)

GOOD WORKING POSITIONS

The following are important considerations when attempting to maintain neutral body postures while working at the computer workstation:

- Hands, wrists, and forearms are straight, in-line and roughly parallel to the floor. Head is level, forward facing, and balanced. Generally it is in-line with the torso.
- Shoulders are relaxed and upper arms hang normally at the side of the body.
- Elbows stay in close to the body and are bent between 90 and 120 degrees.
- Feet are fully supported by the floor or a footrest may be used if the desk height is not adjustable.
- Back is fully supported with appropriate lumbar support when sitting vertical or leaning back slightly.
- Thighs and hips are supported and generally parallel to the floor.
- Knees are about the same height as the hips with the feet slightly forward.

Even if your working posture is ideal, be sure to change your working position throughout the day in the following ways:

- Make small adjustments to your chair or backrest
- Stretch your fingers, hands, arms, and torso
- Stand up and walk around for a few minutes periodically
- Perform some of your tasks standing, which may include computing, reading, phone, meetings

Attachment: Attachment P (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026)

07

STAY CONNECTED

- Work with your manager and team on designating core hours or days for meetings and conference calls as necessary.
- Agree to communication guidelines with your manager and team to establish a common expectation for responding to inquiries and emails.
- Answer calls and respond to emails promptly.
- Effectively use the subject line of an email to alert the reader to the topic, level of urgency, and required action.
- Share your calendar with your team members and learn how to use Scheduling Assistant.



Attachment: Attachment P (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026)

08 MEETING ETIQUETTE

- Wear appropriate clothes and dress as you would in the office.
- Create a professional setting by choosing a location with plenty of light and a neutral background. Do your best to keep background noise to a minimum during an online meeting. Let others around you know that you are working so they respect your space.
- Mute your microphone when you are not speaking during a call.
- Make sure everyone invited knows who else will be attending the meeting.
- Give your full attention and use attentive body language and communication.
- Send online meeting information in the invite. Include both computer and dial-in for the meeting space. Virtual rooms require separate login information to host. Have this information ready for the start of the meeting.
- Set goals and agendas: Circulate an agenda before the meeting and circulate minutes, or a summary, following the meeting.
- Speak clearly and use good manners: Announce yourself when you sign in to the meeting, but only during a pause when no one else is speaking.
- Remember there may be unavoidable lags due to slower connections, try to ensure no one speaks over anyone else.
- Be prepared for technical difficulties: You should log on to the meeting with enough time to make sure everything's working properly. Make sure the connection is stable and that you have a backup plan if necessary.

Attachment: Attachment P (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026)

09

TELEWORK TIPS

MOBILE COMMUNICATION PRACTICES

- Use County Virtual Meeting Rooms to communicate with team members instantaneously.

MEETING REMOTELY ONLINE AND ON THE PHONE

- Set up an online meeting to share documents and information with in-office or virtual meeting attendees.
- Remember to conference with remote teammates when meeting face-to-face with other attendees.
- When leading a meeting, share your screen with in-office and virtual attendees.

DIGITAL CONNECTIVITY

- Understand how to access wireless networks on your work computer.
- Know how to access your agency's intranet.
- Verify your computer equipment is functional before working away from the office.

INFORMATION SHARING

- Understand how to access shared drives remotely to upload and retrieve documents.
- Use shared drives or team websites to share documents.
- Use collaborative tools to work together faster.

Attachment: Attachment P (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026)

10

RESOURCES



The U.S. Office of Personnel Management (OPM) online training

- Telework Training for Employee: https://www.telework.gov/training-resources/telework-training/virtual-telework-fundamentals-training-courses/employee-course/index.htm
- Telework Training for Managers: https://www.telework.gov/training-resources/telework-training/virtual-telework-fundamentals-training-courses/managers-course/index.htm

Department of Labor: Computer Workstation eTool:
https://www.osha.gov/SLTC/etools/computerworkstations/index.html

- Workspace Checklist: https://www.osha.gov/SLTC/etools/computerworkstations/checklist_evaluation.html
- Good Working Position: https://www.osha.gov/SLTC/etools/computerworkstations/positions.html

Attachment: Attachment P (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026)

MARIPOSA COUNTY

County Counsel · (209) 966-3222

RESOLUTION - ACTION REQUESTED 2016-308

MEETING: June 21, 2016

TO: The Board of Supervisors

FROM: Steve Dahlem, County Counsel

RE: Lease Agreement with Mariposa Golden Agers, Inc. for Community Services Building

---

RECOMMENDATION AND JUSTIFICATION:
Approve a Lease Agreement Between the Mariposa Golden Agers, Inc. And the County of Mariposa for Use of the Community Services Building for a Term of Twenty-One Years; and Authorize the Board of Supervisors Chair to Sign the Lease Agreement. The Lease Agreement is substantially the same as in previous years and contains a clause that the lease payment may be increased annually based on the Consumer Price Index (CPI) with an annual maximum increase of five-percent and no reductions in the lease payment.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board has authorized the lease of the Community Services facility from the Mariposa Golden Agers, Inc. To provide senior supportive and/or senior nutrition services since it opened in 1991.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve the lease agreement. The County may have to find another facility for senior services and incur additional expense.

FINANCIAL IMPACT:
No changes in the lease amount from the previous fiscal year. The lease payments are budgeted in the Senior Services, Senior Nutrition, and Transit budgets.

ATTACHMENTS:
Golden Agers Lease Agt (DOC)

CAO RECOMMENDATION
Requested Action Recommended

Attachment: Attachment Q (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026)

Mary Hodson
Mary Hodson, CAO 6/13/2016

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Rosemarie Smallcombe, District I Supervisor
SECONDER: Marshall Long, District III Supervisor
AYES: Smallcombe, Jones, Long, Cann, Carrier

Attachment: Attachment Q (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026)

RES. NO. 16-308

LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into in the County of Mariposa, State of California, as of July 1, 2016, by and between the Mariposa Golden Agers, Inc., a California non-profit corporation, hereinafter referred to as **LESSOR**, and the County of Mariposa, hereinafter referred to as **LESSEE**.

WITNESSETH

WHEREAS, **LESSOR** owns real property located in the County of Mariposa commonly known as 5246 Spriggs Lane, Mariposa, California; and

WHEREAS, the parties wish to provide for the leasing of said property by the **LESSOR** to the **LESSEE**;

FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS HEREINAFTER CONTAINED, IT IS AGREED AS FOLLOWS:

1. **PREMISES:** The leased **PREMISES** is the real property located in the County of Mariposa commonly known as 5246 Spriggs Lane, Mariposa, California.

2. **CONSIDERATION/TERM:** For and in consideration of Twenty-Eight Thousand Nine Hundred Forty-Five Dollars and 92/100 ($28,945.92) per year payable in twelve (12) equal monthly installments on the first of each calendar month commencing on the 1st day of July 2016, and shall continue until June 30, 2037, renewable thereafter as mutually agreed by the **LESSOR** and **LESSEE**. Each year, following the first year of the term, the lease rate shall be adjusted annually on July 1st of each year and shall be increased, but not decreased, by a percentage equal to the prior year's percentage

Attachment: Attachment Q (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026)

increase in the San Francisco/Oakland Consumer Price Index for All Urban Consumers, as published by the U.S. Department of Labor's Bureau of Labor Statistics (the "Index"),subject to a maximum annual increase of five percent (5%). For purposes of computing such increases, the prior year's percentage increase in the Index shall be calculated by dividing the Index for the month of June prior to the date of the increase by the Index for the previous June. If this calculation shows that the Index has remained unchanged or has declined, the lease rate shall remain unchanged. If the described Index shall no longer be published, another generally recognized as authoritative Index shall be substituted by agreement of the parties. If they are unable to agree within thirty (30) days after demand by either party, the substitute Index shall, on application of either party, be selected by the chief officer of the San Francisco Regional Office of the Bureau of Labor Statistics or its successor. In no event shall the amount of minimum monthly rent be reduced below the amount paid in the month immediately preceding the applicable rental adjustment date.

3. **USE:**

A. **LESSEE** shall have the use of the entire facility for the Community Services Program from 8:00 a.m. to 5:00 p.m., Monday through Friday and at other times as coordinated between **LESSOR** and the Community Services Officer.

B. **LESSEE** shall be entitled to use parking located on **LESSOR'S** property as necessary for operation of the Department of Community Services Programs.

C. **LESSEE** shall be permitted to use the building for County functions at the request of **LESSEE** for no charge upon prior approval of **LESSOR**, which shall not be unreasonably withheld. Said use shall not exceed five (5) hours per month.

4. **COMPLIANCE WITH LAW:** **LESSEE** shall comply with all laws, ordinances, rules, regulations and requirement of county, state and federal government, or of any department, bureau or official thereof having jurisdiction. **LESSOR** warrants that the **PREMISES** is at the time of this Lease in compliance with all laws and ordinances.

5. **INSPECTION BY CERTIFIED ACCESS SPECIALIST:** As required by California Civil Code section 1938, **COUNTY** represents that premises have not undergone

Attachment: Attachment Q (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026)

inspection by a Certified Access Specialist (CASp).

6. **ASSIGNMENT:** Except as expressly provided herein, **LESSEE** shall not assign this Lease nor any right hereunder, nor sublet the **PREMISES**, nor any part thereof, or suffer any other person to occupy the said **PREMISES** or any portion thereof without prior written consent of the **LESSOR**, which consent shall not be unreasonably withheld. Any such assignment, subletting or occupation by any other person without such consent shall be void, and shall at the option of **LESSOR** terminate this Lease. This provision does not prohibit the **LESSEE** from renting or allowing other parties to utilize the **PREMISES** for permitted functions and events.

7. **IMPROVEMENTS, CONSTRUCTION, ALTERATION, REMOVAL: LESSEE** may maintain on the **PREMISES** improvements as necessary to facilitate the use of the **PREMISES**. Any such structure and/or alteration shall remain the sole and separate property of **LESSEE** and at the termination of this Lease shall be removed at the **LESSEE'S** expense within a reasonable time or disposed of as otherwise mutually agreed by **LESSEE** and **LESSOR**.

8. **MAINTENANCE AND REPAIR**: **LESSEE** shall be responsible for pest control, maintenance of fire extinguishers, the fire suppression system in the kitchen, the janitorial service for **LESSEE'S** administrative office, and fifty percent (50%) of the utility expenses (electricity, water, propane, and janitorial) incurred by **LESSOR**.

9. **RIGHT OF RE-ENTRY OF LESSOR:** It is expressly agreed that in the event **LESSEE** creates or causes any breach of this Lease, **LESSOR** shall have the right and option to re-enter said **PREMISES**, take possession thereof, and remove all persons as provided by law.

10. **SURRENDER OF POSSESSION:** At the expiration of this Agreement, **LESSEE** promises and agrees to deliver unto **LESSOR** the Leased **PREMISES** in as good condition as at the date of execution of this Agreement, reasonable wear and tear

Attachment: Attachment Q (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026)

Attachment: Attachment Q (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026)

excepted.

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

12. **INSURANCE:** **LESSEE** will provide insurance coverage as of the commencement of this Lease and during any right of occupancy of the leased **PREMISES** and shall maintain coverage in full force and in effect until the termination of this Lease Agreement as follows:

A. **General Liability and Bodily Insurance**: **LESSEE** shall obtain and keep in full force and effect general liability coverage of at least One Million Dollars ($1,000,000) combined limit for bodily injury and property damage.

13. **CHANGE OF ADDRESS:** It shall be **LESSOR'S** responsibility to inform **LESSEE** of any change of address.

14. **INSPECTION:** **LESSOR** shall be permitted to enter and view the **PREMISES** at any reasonable time for the purpose of inspecting or maintaining such **PREMISES** and

doing any and all things with reference thereto which the **LESSOR** is obligated to do.

15. **TERMINATION PRIOR TO EXPIRATION:**

A. The **LESSOR** shall have the right to terminate this Lease, on the occurrence of any of the following events:

(i) The failure of the **LESSEE** to perform or observe any of the terms, covenants and conditions which it is obligated to perform, keep or observe under this Lease.

(ii) The abandonment of the leased **PREMISES**. Should this occur **LESSOR** shall not be responsible for the custodial protection of **LESSEE'S** abandoned property, fixtures or equipment.

B. **LESSEE** shall have the right to terminate this Lease upon sixty (60) days written notice.

C. It is mutually agreed that if **LESSEE**, during any fiscal year covered by this Agreement fails to appropriate sufficient funds to continue this Agreement, this Agreement shall be of no further force and effect. California State Constitution Article XVI section 18.

16. **BREACH:** In the event of breach of this Lease by **LESSEE**, **LESSOR** shall be entitled to all rights and remedies provided by law in addition to the specific remedies mentioned herein.

17. **PARTNERSHIP DISCLAIMER:** It is mutually understood and agreed that nothing in this Lease is intended to or shall be construed as in any way creating or establishing the relationship of partners between the parties hereto, or as constituting the **LESSEE** as an agent or representative of the **LESSOR** for any purpose or in any manner whatsoever.

18. **NOTICES:** Any notice to the **LESSEE** shall be sufficient if sent by certified mail, postage prepaid, addressed to County Administrative Officer, County of Mariposa, P.O.

Attachment: Attachment Q (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026)

Box 784, Mariposa, CA 95338. Any notice to the **LESSOR** shall be sufficient if sent by certified mail, postage prepaid, addressed to the Mariposa Golden Agers, Inc., P.O. Box 74, Mariposa, CA 95338.

19. **NON-WAIVER:** Any waiver of breach of any covenants or conditions herein contained to be kept and performed by either party shall be effective only if in writing and shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the other party from declaring a forfeiture or exercising its rights for any succeeding breach of either the same or other condition or covenant.

20. **SUCCESSOR:** This Lease shall be binding upon and inure to the benefit of all the heirs, successors and assigns of the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed the day and year first above written.

LESSOR:

PETE OLSON, President
Mariposa Golden Agers, Inc.

LESSEE:

JOHN CARRIER, Chairman
Mariposa County Board of Supervisors

ATTEST:

RENE LAROCHE
Clerk of the Board

APPROVED AS TO FORM:

STEVEN W. DAHLEM
County Counsel

Attachment: Attachment Q (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026)

MARIPOSA ORDINANCE NO. 1124

AN ORDINANCE RESCINDING CHAPTER 3.08 (PURCHASING) OF THE MARIPOSA COUNTY CODE AND ADOPTING A NEW CHAPTER 3.08 (PURCHASING) OF THE MARIPOSA COUNTY CODE

WHEREAS, the Board of Supervisors desires to amend Chapter 3.08 of the Mariposa County Code; and

WHEREAS, this amendment is to improve the efficiency of County business by expanding the purchasing authority of the county administrative officer, who serves as the County's purchasing agent, and County department heads, who serve as deputy purchasing agents;

NOW, THEREFORE, THE BOARD OF SUPERVISORS OF MARIPOSA COUNTY, a political division of the State of California, does hereby ordain as follows:

SECTION I: Chapter 3.08 entitled "Purchasing", is adopted to read in its entirety as follows:

3.08.010 Purpose.

The purpose of this chapter is to adopt policies and procedures governing purchases of materials, supplies, furnishings, equipment, livestock and other personal property, and contractual services by the county in accordance with Article 7 of Chapter 5 of Part 2 of Division 2 of Title 3 of the Government Code. This chapter is not intended to conflict with applicable provision of state law and shall be interpreted as supplementary thereto. Among other things, this chapter shall not apply to contracts for public projects as defined by the Public Contract Code. Said contracts shall be let in accordance with applicable state laws and any county ordinances or resolutions implementing such laws.

3.08.020 Definitions.

As used in this chapter:

A. "Agency" and "using agency" means any of the departments, offices, or other organizational units of the county government, and any special districts whose affairs and funds are under the supervision and control of the board of supervisors and/or for which the board of supervisors is the ex officio governing body.

B. "Contractual services" means any and all telephone, gas, water, electric light and power services; the rental of equipment and machinery; insurance; the services of attorneys, physicians, electricians, plumbers, engineers, consultants, auditors, general contractors, or other individuals or organizations possessing a high degree of technical skill; and all other types of agreements under which the contract provides services which are required by the county government. All contracts shall be approved as to form by county counsel. Purchase of expert services for county counsel and the district attorney, contracts to print legal briefs or legal notices required by statute, resolution or ordinance, and space for legal advertising shall not be subject to the provisions of this chapter to the extent funds are budgeted for such expenses or as otherwise approved by the board of supervisors.

Attachment: Attachment R (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026)

C. "Aggregate" means the assembling or forming differing parts or components or separate services to accomplish a single purpose or outcome.

D. "Surplus property" is defined as property which is no longer used or of use to the County, or property without any value.

3.08.030 Purchasing agent and assistant purchasing agents.

A. Pursuant to Section 25500 et seq. of the Government Code of the state of California and consistent with provisions of Section 2.32.040 of this code, the office of purchasing agent is established and consolidated with the office of county administrative officer. The county administrative officer serves, ex-officio, as the purchasing agent for the county.

B. Each department head serves, ex-officio, as an assistant purchasing agent with respect to services, supplies and equipment for his or her department as contained in the approved budget.

C. The board shall have the authority to appoint, by resolution, other assistant purchasing agents.

3.08.040 Duties and authorities of the purchasing agent.

A. Pursuant to Section 25500 et seq. of the Government Code of the state of California, the purchasing agent shall have all the duties and powers prescribed by the laws of the state of California relating to county purchasing agents, by this chapter, and by resolutions of the board of supervisors. The authorization provided by this paragraph shall include but not be limited to contracts for special services under Government Code Section 31000.

B. Pursuant to Government Code Section 25350.51, the purchasing agent may also contract for the lease of real property or storage space where the funding is provided in the approved budget. The purchasing agent shall make purchases, rentals, and contracts only upon proper written requisition, lease or contract. No contract, purchase order, requisition, or lease by the purchasing agent shall be for a term longer than one year unless approved by the board of supervisors.

C. The purchasing agent shall establish policies and procedures to be used by all county departments.

3.08.050 Duties and authorities of assistant purchasing agents.

A. Assistant purchasing agents are authorized to obtain services, supplies and equipment, as contained in the approved budget and in amounts as authorized by a resolution of the board of supervisors. Such purchases shall not need the approval of either the purchasing agent or the board of supervisors. Assistant purchasing agents shall purchase services, supplies and equipment at the best possible price, giving due consideration to the use and quality of the item being purchased. Assistant purchasing agents are not authorized to purchase or lease real property or storage space without the purchasing agent's approval.

B. Any single item or service, or interrelated items or services, purchased by an assistant purchasing agent in excess of the authority granted by a resolution of the board of supervisors shall be

Attachment: Attachment R (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026)

approved by the purchasing agent prior to purchase. Items or services in excess of the authority granted to the purchasing agent pursuant to Government Code Section 25500 et seq. shall be approved by the board of supervisors prior to purchase.

C. When the board of supervisors or the purchasing agent has entered into a contract with a vendor to supply all of the county's requirements for specified services, supplies or equipment, the assistant purchasing agent shall not have authority to purchase such supplies or equipment under this section.

D. Splitting or separating purchases of goods or services for purposes of circumventing the limits herein is prohibited.

3.08.060 Procedure for purchases by purchasing agent and assistant purchasing agent.

All purchases by either the purchasing agent or assistant purchasing agents shall be accomplished by virtue of a written invoice received from the seller, a purchase order, or contract. Each invoice, purchase order, or contract shall be signed and approved by the purchasing agent, or assistant purchasing agent prior to forwarding any request to the auditor's office for payment of the item(s) purchased, and shall contain an itemization of the item(s) purchased, date of purchase, the price of the item(s) and terms of the purchase. Any request for payment not accompanied by an invoice and approved, in writing, by either the purchasing agent or the assistant purchasing agent will be returned without action by the auditor. Any and all non-services purchases in excess of the authorities granted herein shall require the written approval of the purchasing agent and/or the board of supervisors prior to any request being forwarded to the auditor's office for payment. No purchase order shall be issued until the county auditor shall have certified that sufficient money is available in the proper budgeted fund of the department to pay for the purchase. Failure to forward such written approval to the auditor will result in the request being returned without action by the auditor.

3.08.070 Purchases by board of supervisors.

The purchasing agent and each assistant purchasing agent shall submit to the board of supervisors, in writing, requests for purchase of any items in excess of the authority granted herein. When in its judgment the public interest requires, the board of supervisors may purchase, require bidding as allowed or otherwise required by law, or otherwise acquire such items on the open market at the lowest available price for the quantity and quality of item and/or service required. When bidding is required bids shall be solicited by public notice except where the board of supervisors makes a finding recorded in its minutes that competitive bidding would not be in the public interest. The method and extent of public notice shall be prescribed by the board of supervisors. All bids shall be submitted sealed to the department which solicited the bids. All bids shall be opened by the appropriate department head at the time and place noted in the public notice for the opening of the bids. The time and place of the bid opening shall additionally appear on the board of supervisors' agenda prior to the opening of the bids. The appropriate department head may reject any or all bids for all or any portion of the items bid. A tabulation of all bids received, whether accepted or rejected, shall be open for public inspection for a period of not less than thirty (30) days after the bid opening. In all cases, the award shall be made by the appropriate department head to the lowest responsible bidder, the appropriate department head shall

Attachment: Attachment R (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026)

take into consideration the quality of the item offered and its conformity with the specifications, the delivery and discount terms and conditions of the bid, service of item, and other information and data required. All bids shall require final approval by the board of supervisors and shall be placed on the routine agenda immediately after approval by the appropriate department head. No purchase or authorization to proceed shall be entered into by the appropriate department head until final approval by the board of supervisors of the bid award. This section shall not apply to labor, materials or equipment for public construction projects unless the requirements specified in this Title for such projects have been satisfied. Nothing contained herein shall alter the purchasing procedures required by state or federal law.

3.08.080 Bulk purchasing.

The board of supervisors may purchase supplies and equipment in bulk for the use and benefit of all departments of the county. If the board of supervisors engages in such purchases in bulk, each department shall be required to obtain its materials and supplies, if available, from the supplies and equipment purchased in bulk by the board of supervisors.

3.08.081 Surplus property.

Surplus property shall be disposed pursuant to California Government Code Section 25504. Any notice required for the sale or disposal of surplus property shall be provided as required by Government Code Section 6061.

3.08.090 Written contracts.

All requests by a using agency for contractual services require a written contract. The purchasing agent shall have authority to approve contracts for services not exceeding a term of one year. The board of supervisors may negotiate contracts for any services as it determines is necessary.

3.08.100 Gratuities--disciplinary action.

The acceptance of any gratuity in the form of cash, merchandise, or any other thing of value by an official or employee of the county from a vendor or contractor, or prospective vendor or contractor unless otherwise allowed by state or federal law, is prohibited and shall be cause for disciplinary action.

3.08.110 Unlawful purchases.

Except as otherwise provided by law, no purchase of supplies, equipment, or contractual services shall be made in excess of the amount of the appropriations allowed by the budget.

3.08.120 Selection of professional services firms.

In selecting and contracting for private architectural, professional engineering, environmental, land surveying, and construction project management services, the board of supervisors shall use as a basis for the selection demonstrated competence and qualifications for the types of services to be performed in conjunction with assurances of fair and reasonable prices to the County of Mariposa. All contracts for professional services shall be approved as to form by county counsel pursuant to California Government Code Section 4526.

Attachment: Attachment R (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026)

3.08.130 Violation of chapter 3.08.

The board of supervisors may require any county officer or employee to personally pay for any items purchased in violation of the purchasing requirements of Chapter 3.08. The purpose of this chapter is to adopt policies and procedures governing purchases of materials, supplies, furnishings, equipment, livestock and other personal property, and contractual services by the county in accordance with Article 7 of Chapter 5 of Part 2 of Division 2 of Title 3 of the Government Code. This chapter is not intended to conflict with applicable provision of state law and shall be interpreted as supplementary thereto.

SECTION II: This Ordinance shall become effective thirty (30) days from the date of passage, pursuant to Government Code Section 25123.

PASSED AND ADOPTED this 23rd day of May, 2017, by the Board of Supervisors of Mariposa County by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Attachment: Attachment R (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026)

CERTIFICATE NO. GL1-12643 AI

CERTIFICATE OF COVERAGE

ISSUE DATE 07/12/2021

Public Risk Innovation, Solutions, and Management

C/O ALLIANT INSURANCE SERVICES, INC.
PO BOX 6450
NEWPORT BEACH, CA 92658-6450

PHONE (949) 756-0271 / FAX (619) 699-0901
LICENSE #0C36861

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BELOW. THIS CERTIFICATE OF COVERAGE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED and/or requesting a WAIVER OF SUBROGATION, the Memorandums of Coverage must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

COVERAGE AFFORDED	**A- Public Risk Innovation, Solutions, and Management**
COVERAGE AFFORDED	**B**
COVERAGE AFFORDED	**C**
COVERAGE AFFORDED	**D**

Member
MARIPOSA COUNTY
ATTN: RHONDA SCHERF
P.O. BOX 189
MARIPOSA, CA 95338-0189

Coverages

THIS IS TO CERTIFY THAT THE MEMORANDUMS OF COVERAGE LISTED BELOW HAVE BEEN ISSUED TO THE MEMBER NAMED ABOVE FOR THE PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE AFFORDED BY THE MEMORANDUMS DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH MEMORANDUMS. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF COVERAGE	MEMORANDUM NUMBER	COVERAGE EFFECTIVE DATE	COVERAGE EXPIRATION DATE	LIABILITY LIMITS
A	[X] Excess General Liability	PRISM 21 EL-34	07/01/2021	07/01/2022	$1,000,000
	[X] Auto Liability				$1,000,000
					Limits inclusive of the Member's Self-Insured Retention of $150,000

Description of Operations/Locations/Vehicles/Special Items:

AS RESPECTS AGREEMENTS BETWEEN MARIPOSA COUNTY AND AREA 12 AGENCY ON AGING: AGREEMENT NUMBER 2021-2022 - MARIPOSA PROGRAM: CONGREGATE, HOME DELIVERED MEALS, AND TRANSPORTATION.

AREA 12 AGENCY ON AGING, ITS OFFICERS, AGENTS, EMPLOYEES AND SERVANTS ARE INCLUDED AS ADDITIONAL COVERED PARTIES, BUT ONLY INSOFAR AS THE OPERATIONS UNDER THIS CONTRACT ARE CONCERNED.

AMENDED CERTIFICATE CANCELS AND REPLACES CERTIFICATE DATED 6/25/2021

Certificate Holder

AREA 12 AGENCY ON AGING
19074 STANDARD ROAD, SUITE A
SONORA, CA 95370

Cancellation

SHOULD ANY OF THE ABOVE DESCRIBED MEMORANDUMS OF COVERAGES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WIL BE DELIVERED IN ACCORDANCE WITH THE MEMORANDUMS OF COVERAGE PROVISIONS.

AUTHORIZED REPRESENTATIVE

Gina Dean

Public Risk Innovation, Solutions, and Management

Attachment: Attachment S; MARIPOSA COUNTY GL1-12643 (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's

ENDORSEMENT NO. U-1

PUBLIC RISK INNOVATION, SOLUTIONS, AND MANAGEMENT
GENERAL LIABILITY 1

ADDITIONAL COVERED PARTY AMENDATORY ENDORSEMENT

It is agreed that the "**Covered Party**, Covered Persons or Entities" section of the Memorandum is amended to include the person or organization named on the Certificate of Coverage, but only with respect to liability arising out of premises owned by or rented to the Member, or operations performed by or on behalf of the Member or such person or organization so designated.

Coverage provided under this endorsement is limited to the lesser of the limits stated on the Certificate of Coverage or the minimum limits required by contract.

ADDITIONAL COVERED PARTY

NAME OF PERSON OR ORGANIZATION SCHEDULED PER ATTACHED CERTIFICATE OF COVERAGE

AS RESPECTS:

PER ATTACHED CERTIFICATE OF COVERAGE

It is further agreed that nothing herein shall act to increase PRISM's limit of liability.

This endorsement is part of the Memorandum and takes effect on the effective date of the Memorandum unless another effective date is shown below. All other terms and conditions remain unchanged.

Effective Date _____ **Memorandum No. PRISM 21 EL-00**

Issued to: **ALL MEMBERS**

Issue Date: **June 25, 2021**

Authorized Representative
Public Risk Innovation, Solutions, and Management

Attachment: Attachment S; MARIPOSA COUNTY GL1-12643 (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's

CERTIFICATE NO. GL1-12644 CO

CERTIFICATE OF COVERAGE

ISSUE DATE 07/12/2021

Public Risk Innovation, Solutions, and Management
C/O ALLIANT INSURANCE SERVICES, INC.
PO BOX 6450
NEWPORT BEACH, CA 92658-6450

PHONE (949) 756-0271 / FAX (619) 699-0901
LICENSE #0C36861

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IMPORTANT: If the certificate holder is an ADDITIONAL INSURED and/or requesting a WAIVER OF SUBROGATION, the Memorandums of Coverage must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

COVERAGE AFFORDED	**A- Public Risk Innovation, Solutions, and Management**
COVERAGE AFFORDED	**B**
COVERAGE AFFORDED	**C**
COVERAGE AFFORDED	**D**

Member
MARIPOSA COUNTY
ATTN: RHONDA SCHERF
P.O. BOX 189
MARIPOSA, CA 95338-0189

Coverages

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CO LTR	TYPE OF COVERAGE	MEMORANDUM NUMBER	COVERAGE EFFECTIVE DATE	COVERAGE EXPIRATION DATE	LIABILITY LIMITS
A	[X] Excess General Liability	PRISM 21 EL-34	07/01/2021	07/01/2022	$1,000,000
	[X] Auto Liability				$1,000,000
					Limits inclusive of the Member's Self-Insured Retention of $150,000

Description of Operations/Locations/Vehicles/Special Items:

AS RESPECTS EVIDENCE OF COVERAGE FOR AGREEMENTS BETWEEN MARIPOSA COUNTY AND AREA 12 AGENCY ON AGING: AGREEMENT NUMBER 2021-2022 - MARIPOSA PROGRAM: CONGREGATE, HOME DELIVERED MEALS, AND TRANSPORTATION.

COVERAGE INCLUDES ERRORS AND OMISSIONS.

AMENDED CERTIFICATE CANCELS AND REPLACES CERTIFICATE DATED 6/25/2021

Certificate Holder

AREA 12 AGENCY ON AGING
19074 STANDARD ROAD, SUITE A
SONORA, CA 95370

Cancellation

SHOULD ANY OF THE ABOVE DESCRIBED MEMORANDUMS OF COVERAGES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WIL BE DELIVERED IN ACCORDANCE WITH THE MEMORANDUMS OF COVERAGE PROVISIONS.

AUTHORIZED REPRESENTATIVE

Gina Dean

Public Risk Innovation, Solutions, and Management

Attachment: Attachment S; MARIPOSA COUNTY GL1-12644 (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's

CERTIFICATE NO. ISSUE DATE

D.14.x

WC-2010	**CERTIFICATE OF COVERAGE**	06/25/2021

PUBLIC RISK INNOVATION, SOLUTIONS, AND MANAGEMENT

C/O ALLIANT INSURANCE SERVICES, INC.
PO BOX 6450
NEWPORT BEACH, CA 92658-6450

PHONE (949) 756-0271 / FAX (619) 699-0901
LICENSE #0C36861

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IMPORTANT: If the certificate holder is requesting a WAIVER OF SUBROGATION, the Memorandums of Coverage must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

COVERAGE AFFORDED	**A - See attached schedule of insurers**
COVERAGE AFFORDED	**B**
COVERAGE AFFORDED	**C**
COVERAGE AFFORDED	**D**

Member:
MARIPOSA COUNTY
ATTN: RHONDA SCHERF
P.O. BOX 189
MARIPOSA, CA 95338-0189

Coverages

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CO LTR	TYPE OF COVERAGE	MEMORANDUM/ POLICY NUMBER	COVERAGE EFFECTIVE DATE	COVERAGE EXPIRATION DATE	LIABILITY LIMITS
A	EXCESS WORKERS' COMPENSATION & EMPLOYER'S LIABILITY	See attached Schedule of Insurers for policy numbers	07/01/2021	07/01/2022	WORKERS' COMPENSATION: Difference between Statutory and Member's $300,000 Retention EMPLOYERS' LIABILITY: Difference between $5,000,000 and Member's Retention

LIMITS APPLY PER OCCURRENCE FOR ALL PROGRAM MEMBERS COMBINED.

Description of Operations/Locations/Vehicles/Special Items

AS RESPECTS EVIDENCE OF COVERAGE FOR AGREEMENTS BETWEEN MARIPOSA COUNTY AND AREA 12 AGENCY ON AGING: AGREEMENT NUMBER 2021-2022 MARIPOSA PROGRAM: CONGREGATE, CONGREGATE RESTAURANT, HOME DELIVERED MEALS, AND TRANSPORTATION.

Certificate Holder

AREA 12 AGENCY ON AGING
19074 STANDARD ROAD, SUITE A
SONORA, CA 95370

Cancellation

SHOULD ANY OF THE ABOVE DESCRIBED MEMORANDUMS OF COVERAGE/POLICIES BE CANCELLED BEFORE THE EXPIRATION THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE MEMORANDUMS OF COVERAGE/POLICIES PROVISIONS.

AUTHORIZED REPRESENTATIVE

Gina Dean

Public Risk Innovation, Solutions, and Management

Attachment: Attachment S; MARIPOSA COUNTY WC-CSAC-2010 (RES-2022-169 : Program Proposals in Response to Area 12 Agency on

PUBLIC RISK INNOVATION, SOLUTIONS, AND MANAGEMENT
EXCESS WORKERS' COMPENSATION PROGRAM
2021/2022 SCHEDULE OF INSURERS
MARIPOSA COUNTY

PROVIDER	MEMORANDUM / POLICY NUMBER	LIMIT
Public Risk Innovation, Solutions, and Management	PRISM 21 EWC-34	Workers' Compensation: $50,000,000 each accident/each employee for disease (Difference between $50,000,000 and the individual member's retention) Employers' Liability: $5,000,000 each accident/each employee for disease (Difference between $5,000,000 and the individual member's retention)
Liberty Insurance Corporation	EW7-64N-444785-011	Statutory each accident/each employee for disease excess of $50,000,000

Attachment: Attachment S; MARIPOSA COUNTY WC-CSAC-2010 (RES-2022-169 : Program Proposals in Response to Area 12 Agency on

Attachment T

Advisory Board Membership

Is Not Applicable

Attachment: Attachment T (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026)

Attachment: Attachment U; Budget Prov. III-B Transp. Mariposa FY 2022-23 (RES-2022-169 : Program Proposals in Response to Area 12 Agency

Area 12 Agency on Aging - Provider Budget for Mariposa County III B Transportation FY 2223 beginning July 01, 2022 and ending June 30, 2023

Cover & Signature Page

PROVIDER:	Mariposa County	DATE: ##/##/##	02/28/22

I hereby certify to the best of my knowledge and belief that this proposed budget constitutes the intended revenue and spending plans for each program operated by us with Area 12 Agency on Aging Standard Agreement funds.

AUTHORIZED FOR PROVIDER BY MY SIGNATURE:	PRINTED NAME	TITLE
>	Lydia Arre	Program Manager

[pass through funding from the California Department of Aging: 1) US DHHS Older Americans Act Title III B funds CFDA 93.044]

FOR A12AA USE ONLY		
SIGNATURE, A12AA Executive Director	Kristin Millhoff Executive Director	DATE
SIGNATURE, A12AA Assistant Executive Director	Tracy Sawyer Assistant Executive Director	DATE
SIGNATURE, A12AA Planner	Doreen Schmidt Planner	DATE
SIGNATURE, A12AA FISCAL OFFICER >	James M Maltese Fiscal Officer	DATE

Tab: Signature Page

	A	B	E	M	N
1	**Area 12 Agency on Aging - Provider Budget for Mariposa County III B Transportation**				
2	**FY 2223 beginning July 01, 2022 and ending June 30, 2023**				
3					
4	**Provider: Mariposa County**				
5					
6	**Summary of Costs**				
7					**02/28/22**
8	**COST CATEGORIES**		**III B**		**TOTAL**
9	**LINE ITEMS**		Transportation		**COSTS**
10	Personnel Costs, Cash (from page 4)		269,537		269,537
11	Personnel Costs, In-Kind (from page 5)		-		-
12	Staff Travel (from Cost Details page 6)		612		612
13	Staff Training (from Cost Details page 6)		300		300
14	Property / Equipment (from Cost Details page 6)		-		-
15					
16					
17	Food Costs - In-Kind				-
18	Allocated Costs, Direct (Send a list of costs and how each is allocated)				-
19	**OTHER COSTS**				
20	Advertising and Outreach				-
21	Building Rent - Cash* (from Cost Details page 6)		1,569		1,569
22	Building Rent - In-Kind* (from Cost Details page 6)		-		-
23	Equipment Rental*				-
24					
25	Insurance*		4,207		4,207
26	Memberships and Subscriptions				-
27	Office Expenses e.g. Paper, Postage, Software		2,500		2,500
28	Supplies , Other than Office		7,000		7,000
29	Repairs and Maintenance		2,000		2,000
30	Taxes & Licenses				-
31	Utilities e.g. Internet, Power, Telephone		4,000		4,000
32	Vehicle Costs				-
33	Volunteer Costs				-
34	Other- Describe	Area 12 Agency on Aging Access Fee (Wellsky)	440		440
35	Other- Describe	CHP/DOT Pull-Prog. Drug & Alcohol Testing	1,800		1,800
36	Other- Describe				-
37	Other- Describe				-
38	Other- Describe				-
39	Other- Describe				-
40	**TOTAL OTHER COSTS**		23,516		23,516
41	**INDIRECT COSTS, Cash**				-
42	**INDIRECT COSTS, In-Kind**				-
43	**Costs, Cash**		**293,965**		**293,965**
44	**Costs, In-Kind**		-		-
45	**TOTAL COSTS****		**293,965**		**293,965**
46	**Memo: Total Funding**		293,965		293,965
47	**Memo: Difference = Total Costs less Total Funding**		-		-
48					
49	**Total Costs must equal Total Funding				

Revised 02/18
Tab: Summary of Costs

Attachment: Attachment U; Budget Prov. III-B Transp. Mariposa FY 2022-23 (RES-2022-169 : Program Proposals in Response to Area 12 Agency

	A	B	E	M	N
1	**Area 12 Agency on Aging - Provider Budget for Mariposa County III B Transportation**				
2	**FY 2223 beginning July 01, 2022 and ending June 30, 2023**				
3					
4	**Provider:** Mariposa County				
5					
6	**Summary of Funding**				
7					02/28/22
8	**FUNDING SOURCES**		**III B**		**TOTAL**
9	**LINE ITEMS**		Transportation		**FUNDING**
10	Budgeted Number of Units (Trips)		2,500		
11	Reimbursement Rate per unit in $$		18.00		
12	**Area 12 Baseline Funds**		**45,000**		**45,000**
13	**Area 12 funded Equipment**		-		-
14					
15	**Total Area 12 Funding**		**45,000**		**45,000**
16	**Grant Related Income**				
17	Donations from Program Participants		1,566		**1,566**
18	Non-Senior service fees				-
19	Other - explain in narrative				-
20	**Total Grant Related Income**		**1,566**		**1,566**
21	**Grant Related Income Carryover**				-
22	**Match Cash*** **				
23	Donations from NON-Participants				-
24	Fundraising Events				-
25	**County Funds**		**247,399**		**247,399**
26	**County Funds, Community Development Block Grant**				-
27	Other - explain in narrative				-
28	**Total Match Cash*** **		**247,399**		**247,399**
29	**Match In-Kind*** **				
30					
31	**County Donated Space (attach valuation)**				-
32	**Other Donated Space (attach valuation)**				-
33	Volunteer Personnel		-		-
34	Other - explain in narrative				-
35	**Total Match In-Kind*** **		-		-
36	**Total Match, Cash & In-Kind**		247,399		247,399
37	**Non-Match Cash**				
38	Interest Income				-
39	Proceeds from Sale of Property/Equipment				-
40	Other - explain in narrative				-
41	**Total Non-Match Cash**		-		-
42	**Non-Match In-Kind:**				
43	Explain in Narrative				-
44	**Total Non-Match In-Kind**		-		-
45	**Total Funding, Cash**		**293,965**		**293,965**
46	**Total Funding, In-Kind**		-		-
47	**Total Funding****		**293,965**		**293,965**
48	**Memo: Total Costs**		**293,965**		**293,965**
49	**Memo: Difference = Total Funding less Total Costs**		-		-
50					
51	**Total Funding must equal Total Costs				
52	***Minimum match requirement is 15.3% of Net Costs.				
53	*Meets matching requirement?*				

Revised 02/18
Tab: Summary of Funding

Attachment: Attachment U; Budget Prov. III-B Transp. Mariposa FY 2022-23 (RES-2022-169 : Program Proposals in Response to Area 12 Agency

Area 12 Agency on Aging - Provider Budget for Mariposa County III B Transportation
FY 2223 beginning July 01, 2022 and ending June 30, 2023

Provider: Mariposa County

Personnel Costs, Cash

02/28/22

Position Classification	Annual Wage Rate	FTE %	III B Transportation	Total FTE%	TOTAL	
Program Manager	75,311	5.001%	3,766	5.001%	3,766	
Program Specialist I/II	54,567	19.909%	10,864	19.909%	10,864	
Program Assistant I/II	48,610	10.000%	4,861	10.000%	4,861	
Program Assistant I --Transit	36,358	31.000%	11,271	31.000%	11,271	
Transit Driver	52,364	50.000%	26,182	50.000%	26,182	
Transit Driver (60% PPT)	31,418	50.000%	15,709	50.000%	15,709	
Transit Driver	45,236	50.000%	22,618	50.000%	22,618	
Driver	36,358	50.000%	18,179	50.000%	18,179	
Driver	36,358	50.000%	18,179	50.000%	18,179	
Driver	36,358	50.000%	18,179	50.000%	18,179	
Driver	36,358	50.000%	18,179	50.000%	18,179	
PT Medical Driver (860 Hrs.)	12,900	50.000%	6,450	50.000%	6,450	
Pt Medical Driver (860 Hrs.)	12,900	50.000%	6,450	50.000%	6,450	
Program Assistant I --Transit	36,358	31.000%	11,271	31.000%	11,271	
		#DIV/0!		#DIV/0!	0	
		#DIV/0!		#DIV/0!	0	
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		#DIV/0!		#DIV/0!	0	
		#DIV/0!		#DIV/0!	0	
		#DIV/0!		#DIV/0!	0	
Total Salaries			192,158		192,158	192,158
FICA			0		0	
Medicare	1.45%		2,786		2,786	
FUI	0.00%				0	
SUI	0.00%				0	
ETT	0.00%				0	
Total Payroll Taxes			2,786		2,786	2,786
Insurance - Health/Dental/Vision/Cafeteria Plan			33,855		33,855	
Insurance - Life			112		112	
Retirement					0	
Workers' Compensation					0	
Other -Group Health for Retirees			10,481		10,481	
Other -Retirement-Employer/Employee Unfunded Liability			30,145		30,145	
Other -					0	
Total Employee Benefits			74,593		74,593	74,593
TOTAL PERSONNEL COSTS			269,537		269,537	269,537

Revised 02/18
Tab: Personnel Costs, Cash

Attachment: Attachment U; Budget Prov. III-B Transp. Mariposa FY 2022-23 (RES-2022-169 : Program Proposals in Response to Area 12 Agency

	A	B	G	H	W	X	Y
1	**Area 12 Agency on Aging - Provider Budget for Mariposa County III B Transportation**						
2	**FY 2223 beginning July 01, 2022 and ending June 30, 2023**						
3							
4	**Provider:** Mariposa County						
5							
6	**Personnel Costs, In-Kind**						
7						02/28/22	
8							
9		Annual	FTE	III B	Total	TOTAL	
10	**Position Classification***	**Wage Rate****	%	Transportation	FTE%		
11	N/A		#DIV/0!		#DIV/0!	0	
12			#DIV/0!		#DIV/0!	0	
13			#DIV/0!		#DIV/0!	0	
14			#DIV/0!		#DIV/0!	0	
15			#DIV/0!		#DIV/0!	0	
16			#DIV/0!		#DIV/0!	0	
17			#DIV/0!		#DIV/0!	0	
18			#DIV/0!		#DIV/0!	0	
19			#DIV/0!		#DIV/0!	0	
20			#DIV/0!		#DIV/0!	0	
21			#DIV/0!		#DIV/0!	0	
22			#DIV/0!		#DIV/0!	0	
23			#DIV/0!		#DIV/0!	0	
24			#DIV/0!		#DIV/0!	0	
25			#DIV/0!		#DIV/0!	0	
26			#DIV/0!		#DIV/0!	0	
27			#DIV/0!		#DIV/0!	0	
28			#DIV/0!		#DIV/0!	0	
29			#DIV/0!		#DIV/0!	0	
30			#DIV/0!		#DIV/0!	0	
31	**TOTAL IN-KIND PERSONNEL COSTS**			0		0	0
32							
33	*For each Position Classification, explain on the Narrative Explanation sheet the method for						
34	*The Annual Wage Rate and associated FTE is premised as if the volunteer works a 2,080 hou						

Attachment: Attachment U; Budget Prov. III-B Transp. Mariposa FY 2022-23 (RES-2022-169 : Program Proposals in Response to Area 12 Agency

	A	D	L	M	N
1	**Area 12 Agency on Aging - Provider Budget for Mariposa County III B Transportatio**				
2	**FY 2223 beginning July 01, 2022 and ending June 30, 2023**				
3					
4	**Provider:** Mariposa County				
5					
6	**Cost Details**				
7				02/28/22	
8	**COST CATEGORIES**	**III B**		**TOTAL**	
9	**LINE ITEMS**	Transportation		**COSTS**	
10	**Staff Travel**				
11	Overnight travel costs	500		**500**	
12	Number of miles	223		**223**	
13	Reimbursement rate (maximum $0.50 per mile)	$ 0.50			
14	Private vehicle reimbursed costs per mile	112		**112**	
15	**Total Staff Travel**	**612**		**835**	612
17	**Staff Training-Describe**				
18	First Aid / CPR / AED Recertification	300		**300**	
19				**0**	
20				**0**	
21	**Total Staff Training**	**300**		**300**	300
23	**Property / Equipment - Unit Cost $500 minimum**				
24				**0**	
25				**0**	
26				**0**	
27	**Total Property / Equipment**	**0**		**0**	0
29	**Vendor / Consultant Agreements**				
30				**0**	
31				**0**	
32				**0**	
33	**Total Vendor / Consultants Agreements**	**0**		**0**	0
35	**Building Rent-Cash (Attach Cost Allocation)**				
36	Rent Allocation	1,569		**1,569**	
37				**0**	
38				**0**	
39	**Total Building Rent - Cash**	**1,569**		**1,569**	1,569
41	**Building Rent - In-kind (Attach Cost Allocation)**				
42				**0**	
43				**0**	
44				**0**	
45	**Total Building Rent - In-Kind**	**0**		**0**	0
47					
48					
49					
50					
52					
53	If further explanations are needed use the Narrative Explantic				

Revised 02/18
Tab: Cost Details

Attachment: Attachment U; Budget Prov. III-B Transp. Mariposa FY 2022-23 (RES-2022-169 : Program Proposals in Response to Area 12 Agency

	A	B
7		02/28/22
8	Sheet & Item	Narrative explanations
9	Summary of Cost / Insurance	Projected amount to be supplied by Mariposa Co. Auditor's Office during budget process.
10	Summary of Costs / Repair/Maintenance - Equip.	Projected county vehicle expense, majory vehicle expense, fair shuttle transp. And overall vehicle daily maintenance & cleaning supplies for all vehicles.
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52		

Attachment: Attachment U; Budget Prov. III-B Transp. Mariposa FY 2022-23 (RES-2022-169 : Program Proposals in Response to Area 12 Agency

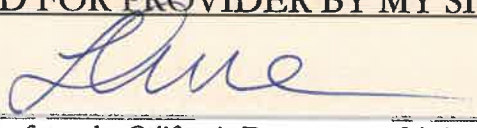
Attachment: Attachment U; Budget Prov. IIIC-1 Mariposa FY 2022-23 (RES-2022-169 : Program Proposals in Response to Area 12 Agency on

Area 12 Agency on Aging - Provider Budget for Mariposa County C-1 Congregate Site Meals FY 2223 beginning July 01, 2022 and ending June 30, 2023

Cover & Signature Page

PROVIDER: Mariposa Couunty HHSA **DATE: ##/##/##** 02/28/22

I hereby certify to the best of my knowledge and belief that this proposed budget constitutes the intended revenue and spending plans for each program operated by us with Area 12 Agency on Aging Standard Agreement funds.

AUTHORIZED FOR PROVIDER BY MY SIGNATURE:	PRINTED NAME	TITLE
> 	Lydia Arre	Program Manager

[pass through funding from the California Department of Aging: 1) US DHHS Older Americans Act Title III C funds CFDA 93.045 and related California Department of Aging funds.]

FOR A12AA USE ONLY		
SIGNATURE, A12AA Executive Director	Kristin Millhoff Executive Director	DATE
SIGNATURE, A12AA Assistant Executive Director	Tracy Sawyer Assistant Executive Director	DATE
SIGNATURE, A12AA Planner	Doreen Schmidt Planner	DATE
SIGNATURE, A12AA FISCAL OFFICER >	James M Maltese Fiscal Officer	DATE

Tab: Signature Page

Area 12 Agency on Aging - Provider Budget for Mariposa County C-1 Congregate Site Meals
FY 2223 beginning July 01, 2022 and ending June 30, 2023

Provider: Mariposa Couunty HHSA

Summary of Costs

		E	M	N
				02/28/22
	COST CATEGORIES / **LINE ITEMS**	**III C-1** Congregate		**TOTAL COSTS**
10	Personnel Costs, Cash (from page 4)	163,598		163,598
11	Personnel Costs, In-Kind (from page 5)	13,510		13,510
12	Staff Travel (from Cost Details page 6)	100		100
13	Staff Training (from Cost Details page 6)	100		100
14	Property / Equipment (from Cost Details page 6)	-		-
15	Vendor / Consultant Agreements (from Cost Details page 6)	-		-
16	Food Costs - Cash	66,550		66,550
17	Food Costs - In-Kind	245		245
18	Allocated Costs, Direct (Send a list of costs and how each is allocated)			-
19	**OTHER COSTS**			
20	Advertising and Outreach			-
21	Building Rent - Cash (from Cost Details page 6)	13,165		13,165
22	Building Rent - In-Kind (from Cost Details page 6)	-		-
23	Equipment Rental			-
24	Food Service Supplies (from Cost Details page 6)	4,500		4,500
25	Insurance	1,852		1,852
26	Memberships and Subscriptions	150		150
27	Office Expenses e.g. Paper, Postage, Software	3,250		3,250
28	Supplies , Other than Office			-
29	Repairs and Maintenance	1,850		1,850
30	Taxes & Licenses			-
31	Utilities e.g. Internet, Power, Telephone	8,180		8,180
32	Vehicle Costs	800		800
33	Volunteer Costs			-
34	Other- Describe: Area 12 Agency on Aging Access Fee (Wellsky)	440		440
35	Other- Describe: Cleaning / Janitorial Suppies	6,500		6,500
36	Other- Describe			-
37	Other- Describe			-
38	Other- Describe			-
39	Other- Describe			-
40	**TOTAL OTHER COSTS**	40,687		40,687
41	**INDIRECT COSTS, Cash**			-
42	**INDIRECT COSTS, In-Kind**			-
43	**Costs, Cash**	**271,035**		**271,035**
44	**Costs, In-Kind**	**13,755**		**13,755**
45	**TOTAL COSTS****	**284,790**		**284,790**
46	**Memo: Total Funding**	284,790		284,790
47	**Memo: Difference = Total Costs less Total Funding**	-		-
48				
49	**Total Costs must equal Total Funding			

Revised 02/18
Tab: Summary of Costs

Attachment: Attachment U; Budget Prov. IIIC-1 Mariposa FY 2022-23 (RES-2022-169 : Program Proposals in Response to Area 12 Agency on

	A	B	E	M	N
1	Area 12 Agency on Aging - Provider Budget for Mariposa County C-1 Congregate Site Meals				
2	FY 2223 beginning July 01, 2022 and ending June 30, 2023				
3					
4	**Provider:** Mariposa County HHSA				
5					
6	**Summary of Funding**				
7					02/28/22
8	**FUNDING SOURCES**		**III C-1**		**TOTAL**
9	**LINE ITEMS**		Congregate		**FUNDING**
10	Budgeted Number of Units (Meals or Trips)		9,481		
11	Reimbursement Rate per unit in $$		7.66		
12	**Area 12 Baseline Funds**		72,624		72,624
13	**Area 12 funded Equipment**		-		-
14	**Area 12 NSIP Funds**		4,604		4,604
15	**Total Area 12 Funding**		77,228		77,228
16	**Grant Related Income**				
17	Donations from Program Participants		14,754		14,754
18	Non-Senior service fees		2,534		2,534
19	Other - explain in narrative				-
20	**Total Grant Related Income**		17,288		17,288
21	**Grant Related Income Carryover**				-
22	**Match Cash*** **				
23	Donations from NON-Participants				-
24	Fundraising Events				-
25	**County Funds**		176,519		176,519
26	**County Funds, Community Development Block Grant**				-
27	Other - explain in narrative				-
28	**Total Match Cash*** **		176,519		176,519
29	**Match In-Kind*** **				
30	Donated Food		245		245
31	**County Donated Space (attach valuation)**				-
32	**Other Donated Space (attach valuation)**				-
33	Volunteer Personnel		13,510		13,510
34	Other - explain in narrative				-
35	**Total Match In-Kind*** **		13,755		13,755
36	**Total Match, Cash & In-Kind**		190,274		190,274
37	**Non-Match Cash**				
38	Interest Income				-
39	Proceeds from Sale of Property/Equipment				-
40	Other - explain in narrative				-
41	**Total Non-Match Cash**		-		-
42	**Non-Match In-Kind:**				
43	Explain in Narrative				-
44	**Total Non-Match In-Kind**		-		-
45	**Total Funding, Cash**		271,035		271,035
46	**Total Funding, In-Kind**		13,755		13,755
47	**Total Funding****		284,790		284,790
48	**Memo: Total Costs**		284,790		284,790
49	**Memo: Difference = Total Funding less Total Costs**		-		-
50					
51	**Total Funding must equal Total Costs				
52	***Minimum match requirement is 15.3% of Net Costs.III C-1 Congregate				
53	*Meets matching requirement?*				

Revised 02/18
Tab: Summary of Funding

Attachment: Attachment U; Budget Prov. IIIC-1 Mariposa FY 2022-23 (RES-2022-169 : Program Proposals in Response to Area 12 Agency on

	A	B	G	H	W	X	Y
1	**Area 12 Agency on Aging - Provider Budget for Mariposa County C-1 Congregate Site Meals**						
2	**FY 2223 beginning July 01, 2022 and ending June 30, 2023**						
3							
4	**Provider:** Mariposa County HHSA						
5							
6	**Personnel Costs, Cash**						
7						02/28/22	
8							
9		Annual	FTE	III C-1	Total	TOTAL	
10	**Position Classification**	**Wage Rate**	%	Congregate	FTE%		
11	Program Manager	75,311	32.500%	24,476	**32.500%**	24,476	
12	Program Speciaalist I	54,567	45.031%	24,572	**45.031%**	24,572	
13	Program Assistant II	48,610	45.001%	21,875	**45.001%**	21,875	
14	Sr. Nutritian Cook/Site Supervisor (80%)	30,335	67.922%	20,604	**67.922%**	20,604	
15	Kitchen Assistant (70%)	26,543	67.920%	18,028	**67.920%**	18,028	
16	PT Kitchen Assistant (990 hrs)	14850	67.919%	10,086	**67.919%**	10,086	
17	PT Kitchen Assistant (990 hrs)	14,850	67.919%	10,086	**67.919%**	10,086	
18			#DIV/0!		**#DIV/0!**	0	
19			#DIV/0!		**#DIV/0!**	0	
20			#DIV/0!		**#DIV/0!**	0	
21			#DIV/0!		**#DIV/0!**	0	
22			#DIV/0!		**#DIV/0!**	0	
23			#DIV/0!		**#DIV/0!**	0	
24			#DIV/0!		**#DIV/0!**	0	
25			#DIV/0!		**#DIV/0!**	0	
26			#DIV/0!		**#DIV/0!**	0	
27			#DIV/0!		**#DIV/0!**	0	
28			#DIV/0!		**#DIV/0!**	0	
29			#DIV/0!		**#DIV/0!**	0	
30			#DIV/0!		**#DIV/0!**	0	
31	**Total Salaries**			129,727		129,727	129,727
32	FICA			0		0	
33	Medicare	1.45%		1,881		1,881	
34	FUI	0.00%				0	
35	SUI	0.00%				0	
36	ETT	0.00%				0	
37	**Total Payroll Taxes**			1,881		1,881	1,881
38	Insurance - Health/Dental/Vision/Cafeteria Plan			19,063		19,063	
39	Insurance - Life			68		68	
40	Retirement					0	
41	Workers' Compensation					0	
42	Other -Group Health for Retirees			1,137		1,137	
43	Other -Retirement-Employer/Employee Unfunded Liability			11,722		11,722	
44	Other -					0	
45	**Total Employee Benefits**			31,990		31,990	31,990
46	**TOTAL PERSONNEL COSTS**			163,598		163,598	163,598

Attachment: Attachment U; Budget Prov. IIIC-1 Mariposa FY 2022-23 (RES-2022-169 : Program Proposals in Response to Area 12 Agency on

	A	B	G	H	W	X	Y
1	**Area 12 Agency on Aging - Provider Budget for Mariposa County C-1 Congregate Site Meals**						
2	**FY 2223 beginning July 01, 2022 and ending June 30, 2023**						
3							
4	**Provider:** Mariposa County HHSA						
5							
6	**Personnel Costs, In-Kind**						
7						02/28/22	
8							
9		Annual	FTE	III C-1	Total	TOTAL	
10	**Position Classification***	**Wage Rate****	%	Congregate	FTE%		
11	Monday Desk Receptionist/Host	31,200	5.000%	1,560	5.000%	1,560	
12	Tuesday Desk Receptionist/Host	31,200	5.000%	1,560	5.000%	1,560	
13	Wednesday Desk Receptionist/Host	31,200	5.000%	1,560	5.000%	1,560	
14	Thursday Desk Receptionist/Host	31,200	5.000%	1,560	5.000%	1,560	
15	Friday Desk Receptionist/Host	31,200	5.000%	1,560	5.000%	1,560	
16	Server/Kitchen Help	31200	9.151%	2,855	9.151%	2,855	
17	Server/Kitchen Help	31,200	9.151%	2,855	9.151%	2,855	
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29			#DIV/0!		#DIV/0!	0	
30			#DIV/0!		#DIV/0!	0	
31	**TOTAL IN-KIND PERSONNEL COSTS**			13,510		13,510	13,510
32							
33	*For each Position Classification, explain on the Narrative Explanation sheet the method for						
34	*The Annual Wage Rate and associated FTE is premised as if the volunteer works a 2,080 hou						

Attachment: Attachment U; Budget Prov. IIIC-1 Mariposa FY 2022-23 (RES-2022-169 : Program Proposals in Response to Area 12 Agency on

	A	D	L	M	N
1	**Area 12 Agency on Aging - Provider Budget for Mariposa County C-1 Congregate Site**				
2	**FY 2223 beginning July 01, 2022 and ending June 30, 2023**				
3					
4	**Provider:** Mariposa County HHSA				
5					
6	**Cost Details**				
7				02/28/22	
8	**COST CATEGORIES**	**III C-1**		**TOTAL**	
9	**LINE ITEMS**	Congregate		**COSTS**	
10	**Staff Travel**				
11	Overnight travel costs			0	
12	Number of miles	200		200	
13	Reimbursement rate (maximum $0.50 per mile)	$ 0.50			
14	Private vehicle reimbursed costs per mile	100		100	
15	**Total Staff Travel**	100		300	100
17	**Staff Training-Describe**				
18	First Aid / CPR / AED Recertification	100		100	
19				0	
20				0	
21	**Total Staff Training**	100		100	100
23	**Property / Equipment - Unit Cost $500 minimum**				
24				0	
25				0	
26				0	
27	**Total Property / Equipment**	0		0	0
29	**Vendor / Consultant Agreements**				
30				0	
31				0	
32				0	
33	**Total Vendor / Consultants Agreements**	0		0	0
35	**Building Rent-Cash (Attach Cost Allocation)**				
36	Rent Allocation	13,165		13,165	
37				0	
38				0	
39	**Total Building Rent - Cash**	13,165		13,165	13,165
41	**Building Rent - In-kind (Attach Cost Allocation)**				
42				0	
43				0	
44				0	
45	**Total Building Rent - In-Kind**	0		0	0
47	**Food Service Supplies**				
48		4,500		4,500	
49				0	
50	**Total Food Service Supplies**	4,500		4,500	
52					
53	If further explanations are needed use the Narrative Explantic				

Revised 02/18
Tab: Cost Details

Attachment: Attachment U; Budget Prov. IIIC-1 Mariposa FY 2022-23 (RES-2022-169 : Program Proposals in Response to Area 12 Agency on

	A	B
7		02/28/22
8	Sheet & Item	Narrative explanations
9	Summary of Costs/Insurance	Projected amount to be supplied by Mariposa County Auditor's Office during the beginning budget process for nutrition and transportation programs
10	Summary of Costs/Vehicle Cost	Projected amount includes vehicle maintenance costs proposed by Mariposa County Public Works--Fleet which maintains all County vehicles, County Fair Shuttel Srvs. (transit Only), major vehicle repairs (transit only), and fuel costs.
11	Personnel Costs--Cash	Payroll wages, taxes and deductions are completed and keyed into the County's enterprise (budget) system by the Mariposa County Auditor's Office during the County's budget process when the system is "locked" into place at the close at the dead-line date.
12	Personnel Costs--In-Kind	The monetary value of In-Kind hours worked by all nutrition volunteers (Receptionist/Host, Server/Kitchen Help, and Home Delivered Meals) are equal to the hiring of minimum wage employee ($15.00)
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Attachment: Attachment U; Budget Prov. IIIC-1 Mariposa FY 2022-23 (RES-2022-169 : Program Proposals in Response to Area 12 Agency on

Attachment: Attachment U; Budget Prov. IIIC-2 Mariposa FY 2022-23 (RES-2022-169 : Program Proposals in Response to Area 12 Agency on

Area 12 Agency on Aging - Provider Budget for Mariposa County C-2 Home Delivered Meals FY 2223 beginning July 01, 2022 and ending June 30, 2023

Cover & Signature Page

PROVIDER: Mariposa County HHSA **DATE: ##/##/##** 02/28/22

I hereby certify to the best of my knowledge and belief that this proposed budget constitutes the intended revenue and spending plans for each program operated by us with Area 12 Agency on Aging Standard Agreement funds.

AUTHORIZED FOR PROVIDER BY MY SIGNATURE:	PRINTED NAME	TITLE
>	Lydia Arre	Program Manager

[pass through funding from the California Department of Aging: 1) US DHHS Older Americans Act Title III C funds CFDA 93.045 and related California Department of Aging funds.]

FOR A12AA USE ONLY		
SIGNATURE, A12AA Executive Director	Kristin Millhoff Executive Director	DATE
SIGNATURE, A12AA Assistant Executive Director	Tracy Sawyer Assistant Executive Director	DATE
SIGNATURE, A12AA Planner	Doreen Schmidt Planner	DATE
SIGNATURE, A12AA FISCAL OFFICER >	James M Maltese Fiscal Officer	DATE

Tab: Signature Page

	A	B	E	M	N
1	**Area 12 Agency on Aging - Provider Budget for Mariposa County C-2 Home Delivered Meals**				
2	**FY 2223 beginning July 01, 2022 and ending June 30, 2023**				
3					
4	**Provider: Mariposa County HHSA**				
5					
6	**Summary of Costs**				
7					**02/28/22**
8	**COST CATEGORIES**		**III C-2**		**TOTAL**
9	**LINE ITEMS**		**HDM**		**COSTS**
10	Personnel Costs, Cash (from page 4)		74,937		74,937
11	Personnel Costs, In-Kind (from page 5)		4,680		4,680
12	Staff Travel (from Cost Details page 6)		63		63
13	Staff Training (from Cost Details page 6)		33		33
14	Property / Equipment (from Cost Details page 6)		-		-
15	Vendor / Consultant Agreements (from Cost Details page 6)		-		-
16	Food Costs - Cash		45,675		45,675
17	Food Costs - In-Kind		140		140
18	Allocated Costs, Direct (Send a list of costs and how each is allocated)				-
19	**OTHER COSTS**				
20	Advertising and Outreach				-
21	Building Rent - Cash (from Cost Details page 6)		5,533		5,533
22	Building Rent - In-Kind (from Cost Details page 6)		-		-
23	Equipment Rental				-
24	Food Service Supplies (from Cost Details page 6)		4,750		4,750
25	Insurance		292		292
26	Memberships and Subscriptions		135		135
27	Office Expenses e.g. Paper, Postage, Software		1,950		1,950
28	Supplies , Other than Office		500		500
29	Repairs and Maintenance		950		950
30	Taxes & Licenses				-
31	Utilities e.g. Internet, Power, Telephone		3,192		3,192
32	Vehicle Costs		2,500		2,500
33	Volunteer Costs				-
34	Other- Describe	Area 12 Agency on Aging Access Fee (Wellsky)	440		440
35	Other- Describe	Cleaning / Janitorial Suppies	3,750		3,750
36	Other- Describe				-
37	Other- Describe				-
38	Other- Describe				-
39	Other- Describe				-
40	**TOTAL OTHER COSTS**		23,992		23,992
41	**INDIRECT COSTS, Cash**				-
42	**INDIRECT COSTS, In-Kind**				-
43	**Costs, Cash**		**144,700**		**144,700**
44	**Costs, In-Kind**		**4,820**		**4,820**
45	**TOTAL COSTS****		**149,520**		**149,520**
46		**Memo: Total Funding**	149,520		149,520
47		**Memo: Difference = Total Costs less Total Funding**	-		-
48					
49	**Total Costs must equal Total Funding				

Attachment: Attachment U; Budget Prov. IIIC-2 Mariposa FY 2022-23 (RES-2022-169 : Program Proposals in Response to Area 12 Agency on

	A	B	E	M	N
1	**Area 12 Agency on Aging - Provider Budget for Mariposa County C-2 Home Delivered Meals**				
2	**FY 2223 beginning July 01, 2022 and ending June 30, 2023**				
3					
4	**Provider:** Mariposa County HHSA				
5					
6	**Summary of Funding**				
7					02/28/22
8	**FUNDING SOURCES**		III C-2		TOTAL
9	**LINE ITEMS**		HDM		FUNDING
10	Budgeted Number of Units (Meals or Trips)		5,462		
11	Reimbursement Rate per unit in $$		5.00		
12	**Area 12 Baseline Funds**		27,310		27,310
13	**Area 12 funded Equipment**		-		-
14	**Area 12 NSIP Funds**		3,913		3,913
15	**Total Area 12 Funding**		31,223		31,223
16	**Grant Related Income**				
17	Donations from Program Participants		9,065		9,065
18	Non-Senior service fees				-
19	Other - explain in narrative				-
20	**Total Grant Related Income**		9,065		9,065
21	**Grant Related Income Carryover**				-
22	**Match Cash*** **				
23	Donations from NON-Participants				-
24	Fundraising Events				-
25	**County Funds**		104,412		104,412
26	**County Funds, Community Development Block Grant**				-
27	Other - explain in narrative				-
28	**Total Match Cash*** **		104,412		104,412
29	**Match In-Kind*** **				
30	Donated Food		140		140
31	**County Donated Space (attach valuation)**				-
32	**Other Donated Space (attach valuation)**				-
33	Volunteer Personnel		4,680		4,680
34	Other - explain in narrative				-
35	**Total Match In-Kind*** **		4,820		4,820
36	**Total Match, Cash & In-Kind**		109,232		109,232
37	**Non-Match Cash**				
38	Interest Income				-
39	Proceeds from Sale of Property/Equipment				-
40	Other - explain in narrative				-
41	**Total Non-Match Cash**		-		-
42	**Non-Match In-Kind:**				
43	Explain in Narrative				-
44	**Total Non-Match In-Kind**		-		-
45	**Total Funding, Cash**		144,700		144,700
46	**Total Funding, In-Kind**		4,820		4,820
47	**Total Funding****		149,520		149,520
48	**Memo: Total Costs**		149,520		149,520
49	**Memo: Difference = Total Funding less Total Costs**		-		-
50					
51	**Total Funding must equal Total Costs				
52	***Minimum match requirement is 15.3% of Net Costs. III C-2 HDM				
53	*Meets matching requirement?*				

Revised 02/18
Tab: Summary of Funding

Attachment: Attachment U; Budget Prov. IIIC-2 Mariposa FY 2022-23 (RES-2022-169 : Program Proposals in Response to Area 12 Agency on

	A	B	G	H	W	X	Y
1	**Area 12 Agency on Aging - Provider Budget for Mariposa County C-2 Home Delivered Meals**						
2	**FY 2223 beginning July 01, 2022 and ending June 30, 2023**						
3							
4	**Provider:** Mariposa County HHSA						
5							
6	**Personnel Costs, Cash**						
7						02/28/22	
8							
9		Annual	FTE	III C-2	Total	TOTAL	
10	**Position Classification**	**Wage Rate**	%	HDM	FTE%		
11	Program Manager	75,311	17.499%	13,179	17.499%	13,179	
12	Program Speciaalist I	54,567	30.029%	16,386	30.029%	16,386	
13	Program Assistant II	48,610	33.999%	16,527	33.999%	16,527	
14	Sr. Nutritian Cook/Site Supervisor (80%)	30,335	32.078%	9,731	32.078%	9,731	
15	Kitchen Assisstant (70%)	26,543	32.080%	8,515	32.080%	8,515	
16	PT Kitchen Assisstant (990)	14,850	32.081%	4,764	32.081%	4,764	
17	PT Kitchen Assisstant (990)	14,850	32.081%	4,764	32.081%	4,764	
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25			#DIV/0!		#DIV/0!	0	
26			#DIV/0!		#DIV/0!	0	
27			#DIV/0!		#DIV/0!	0	
28			#DIV/0!		#DIV/0!	0	
29			#DIV/0!		#DIV/0!	0	
30			#DIV/0!		#DIV/0!	0	
31	**Total Salaries**			73,866		73,866	73,866
32	FICA			0		0	
33	Medicare	1.45%		1,071		1,071	
34	FUI	0.00%				0	
35	SUI	0.00%				0	
36	ETT	0.00%				0	
37	**Total Payroll Taxes**			1,071		1,071	1,071
38	Insurance - Health/Dental/Vision/Cafeteria Plan					0	
39	Insurance - Life					0	
40	Retirement					0	
41	Workers' Compensation					0	
42	Other -Group Health for Retirees					0	
43	Other -Retirement-Employer/Employee Unfunded Liability					0	
44	Other -					0	
45	**Total Employee Benefits**			0		0	0
46	**TOTAL PERSONNEL COSTS**			74,937		74,937	74,937

Attachment: Attachment U; Budget Prov. IIIC-2 Mariposa FY 2022-23 (RES-2022-169 : Program Proposals in Response to Area 12 Agency on

	A	B	G	H	W	X	Y
1	**Area 12 Agency on Aging - Provider Budget for Mariposa County C-2 Home Delivered Meals**						
2	**FY 2223 beginning July 01, 2022 and ending June 30, 2023**						
3							
4	**Provider:** Mariposa County HHSA						
5							
6	**Personnel Costs, In-Kind**						
7						02/28/22	
8							
9		Annual	FTE	III C-2	Total	TOTAL	
10	**Position Classification***	**Wage Rate****	%	HDM	FTE%		
11	Home Delievered Volunteer	31,200	2.500%	780	2.500%	780	
12	Home Delievered Volunteer	31,200	2.500%	780	2.500%	780	
13	Home Delievered Volunteer	31,200	2.500%	780	2.500%	780	
14	Home Delievered Volunteer	31,200	2.500%	780	2.500%	780	
15	Home Delievered Volunteer	31,200	2.500%	780	2.500%	780	
16	Home Delievered Volunteer	31,200	2.500%	780	2.500%	780	
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28			#DIV/0!		#DIV/0!	0	
29			#DIV/0!		#DIV/0!	0	
30			#DIV/0!		#DIV/0!	0	
31	**TOTAL IN-KIND PERSONNEL COSTS**			4,680		4,680	4,680
32							
33	*For each Position Classification, explain on the Narrative Explanation sheet the method for						
34	*The Annual Wage Rate and associated FTE is premised as if the volunteer works a 2,080 hou						

Attachment: Attachment U; Budget Prov. IIIC-2 Mariposa FY 2022-23 (RES-2022-169 : Program Proposals in Response to Area 12 Agency on

	A	D	L	M	N
1	Area 12 Agency on Aging - Provider Budget for Mariposa County C-2 Home Delivere				
2	FY 2223 beginning July 01, 2022 and ending June 30, 2023				
3					
4	**Provider:** Mariposa County HHSA				
5					
6	**Cost Details**				
7				02/28/22	
8	**COST CATEGORIES**	**III C-2**		**TOTAL**	
9	**LINE ITEMS**	HDM		**COSTS**	
10	**Staff Travel**				
11	Overnight travel costs			0	
12	Number of miles	125		125	
13	Reimbursement rate (maximum $0.50 per mile)	$ 0.50			
14	Private vehicle reimbursed costs per mile	63		63	
15	**Total Staff Travel**	**63**		**188**	63
17	**Staff Training-Describe**				
18	First Aid / CPR / AED Recertification	33		33	
19				0	
20				0	
21	**Total Staff Training**	**33**		33	33
23	**Property / Equipment - Unit Cost $500 minimum**				
24				0	
25				0	
26				0	
27	**Total Property / Equipment**	**0**		**0**	0
29	**Vendor / Consultant Agreements**				
30				0	
31				0	
32				0	
33	**Total Vendor / Consultants Agreements**	**0**		**0**	0
35	**Building Rent-Cash (Attach Cost Allocation)**				
36	Rent Allocation	5,533		5,533	
37				0	
38				0	
39	**Total Building Rent - Cash**	**5,533**		**5,533**	5,533
41	**Building Rent - In-kind (Attach Cost Allocation)**				
42				0	
43				0	
44				0	
45	**Total Building Rent - In-Kind**	**0**		**0**	0
47	**Food Service Supplies**				
48		4,750		4,750	
49				0	
50	**Total Food Service Supplies**	**4,750**		**4,750**	
52					
53	If further explanations are needed use the Narrative Explantic				

Revised 02/18
Tab: Cost Details

Attachment: Attachment U; Budget Prov. IIIC-2 Mariposa FY 2022-23 (RES-2022-169 : Program Proposals in Response to Area 12 Agency on

	A	B
7		02/28/22
8	Sheet & Item	Narrative explanations
9	Summary of Costs/Insurance	Projected amount to be supplied by Mariposa County Auditor's Office during the beginning budget process for nutrition and transportation programs
10	Summary of Costs/Vehicle Cost	Projected amount includes vehicle maintenance costs proposed by Mariposa County Public Works--Fleet which maintains all County vehicles, County Fair Shuttel Srvs. (transit Only), major vehicle repairs (transit only), and fuel costs.
11	Personnel Costs--Cash	Payroll wages, taxes and deductions are computed and keyed into the County's enterprise (budget) system by the Mariposa County Auditor's Office during the County's budget process then the system is "locked" into place at the close at the dead-line date.
12	Personnel Costs--In-Kind	The monetary value of In-Kind hours worked by all nutrition volunteers (Receptionist/Host, Server/ Kitchen Help, and Home Delivered Meals) are equal to the hiring of minimum wage employe @15.00.
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Attachment: Attachment U; Budget Prov. IIIC-2 Mariposa FY 2022-23 (RES-2022-169 : Program Proposals in Response to Area 12 Agency on

Mariposa County Health & Human Services
Agency--Senior Nutrition & Services
Rent Allocation FY 2021-22

	Sq. Ft	Rate Per Sq. Ft	C-1	C-2	C-1 Rest	Transit	Sr. Services	TOTAL RENT
Dining Room	2250							
Kitchen & Pantries (80%) C-1	820.8							
Kitchen & Pantries (20%) C-2	205.2							
	3276	$ 5.6602564	$ 14,578.00	$ 3,965.00				$ 18,543.00
Office Allocated to A12AA (359 Sq. Ft.)	89.6	$ 17.50	$ 1,568.00					$ 1,568.00
	89.6	$ 17.50		$ 1,568.00				$ 1,568.00
	89.6	$ 17.50			$1,568.00			$ 1,568.00
	89.6	$ 17.51				$1,569.00		$ 1,569.00
Rental Cost NOT Allocated to A12AA Budgets							$11,183.00	$ 11,183.00
	359		$ 16,146.00	$ 5,533.00	$ 1,568.00	$ 1,569.00	$ 11,183.00	$ 35,999.00

*Rent allocation percentiles for Kitchen and pantries are based on projected number of meals to be provided AND on volumne and bulk of stored items for home delivery.

Rent increase is set based on the housing index per lease agreement (max of 5% increase) IF there are changes (increases) to index. Rent rate per program is Mariposa County BOS allocated and approved.

Attachment: Attachment U; Mariposa Rent Allocation FY 2021-22 (RES-2022-169 : Program Proposals

Attachment V

Proposed Operating Budget: Mariposa County Health & Human Services Agency

Ongoing A12AA Funds Requested	Program Match: Cash	Program Match: In-kind	Non-Match: Cash	Non-Match: In-Kind	GRI	Total Program Budget
III-B Transportation $45,000	$247,399	0	$1,566	0	0	$293,965
C-1 Cong. $77,228	$271,035	$13,755	$17,288	0	0	$284,790
C-2 HDM $31,223	$104,412	$4,820	$9,065	0	0	$149,520

The Board of Directors of this Agency has approved submission of this application to A12AA at its meeting on (date) March 15, 2022.

TERMS AND CONDITIONS:

It is understood and agreed by the applicant agency that funds awarded as a result of this request are to be expended for the purposes set forth herein and in accordance with all applicable laws, regulations, policies and procedures of A12AA, California Department of Aging and Administration for Community Living, U.S. Department of Health and Human Services.

Signatory authorized to commit applicant agency to enter into a contractual agreement with A12AA:

Name and Title (Print):

Rosemarie Smallcombe, Board of Supervisors District I, Chair

Signature: _____

Attachment: Attachment V (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026)

ATTACHMENT W

Attachment: Attachment W (RES-2022-169 : Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026)

CALIFORNIA CIVIL RIGHTS LAW CERTIFICATION

Pursuant to Public Contract Code section 2010, if a bidder or proposer executes or renews a contract over $100,000 on or after January 1, 2017, the bidder or proposer hereby certifies compliance with the following:

1. CALIFORNIA CIVIL RIGHTS LAWS: For contract over $100,000 executed or renewed after January 1, 2017, the contractor certified compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and

2. EMPLOYER DISCRIMINATORY POLICIES: For contracts over $100,000 executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

CERTIFICATION

I, the official named below certify under penalty of perjury under the Laws of the State of California that the foregoing is true and correct. *Proposer/Bidder Firm Name (Printed):* Mariposa County Health & Human Services Agency	*Federal ID Number* 94-6000800
By (Authorized Signature)	
Printed Name and Title of Person Signing Rosemarie Smallcombe, Board of Supervisors District I, Chair	
Date Executed	*Executed in the County and State of* Mariposa

MARIPOSA COUNTY

Public Works/Fleet · 209-966-2498

RESOLUTION - ACTION REQUESTED 2022-170

MEETING: March 15, 2022

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works & Transportation

RE: Approve Budget Action Transferring Funds Within the Fleet Maintenance Budget ($645,000)

RECOMMENDATION AND JUSTIFICATION:
Approve Budget Action Transferring Funds Within Fleet Maintenance for the Purchase of Two (2) Water Tenders ($645,000); and Authorize the Director of Public Works and Transportation to Make the Purchase.

County Fire has requested the purchase of two (2) Rosenbauer 2,000 Gallon Water Tenders and surplus two (2) aged-out water tenders. The Budget Action will transfer $645,000 from the Fire Equipment Replacement Reserve Fund to the Fire Equipment Replacement Fixed Asset Purchase account to support this purchase.

Units being replaced are WT-5322, a 1996 Kenworth with 672,000 miles and WT-8865, a 1980 International with 5472 engine hours, unknown mileage.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board routinely authorizes the purchase of replacement equipment and surplus of aged-out equipment.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Negative action would require the continued use of older, high-mileage water tenders and increased maintenance costs.

ATTACHMENTS:
Roenbauer 2000 Gal. WT Quote & Specs. (PDF)
Budget Action - FY21-22 Fund 7700 Xfr $645,000 (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# 12701

rosenbauer

BURTON'S FIRE

January 13, 2022

EXP. 3/31/22

Mariposa County Fire Department
4802 Highway 140
Mariposa, Ca 95338

Chief Ward:

Thank you for the opportunity to propose the following piece of Rosenbauer custom fire apparatus:

Two (2) Rosenbauer 2000 Gallon Water Tenders

	Base Price	100% Pre-Pay
Body Price	$361,891.84	$346,287.84
Chassis Price	$234,584.00	$225,880.00
Multi Unit Discount	-$7,000.00	-$7,000.00
Delivery	$8,224.00	$8,224.00
Ca State Sales Tax	$45,684.40	$43,800.68
7.750%	$643,384.24	$617,192.52

Please note:

No Mid-Point Inspection Required
Final Inspection for (2) from Dept. at Factory
Final Delivery will be made by the Burton's Fire to the Dept.
Performance Bond Not Required
Quoted Delivery is 425 days after receipt of order
(1) Day of Familiarizaition training by Burton's

Terms:

Final payment due upon delivery.
Pricing as quoted above is valid until March 31, 2022.
Please review specifications to see terms and conditions relating to your specified penalty clause.

Thank you again for this opportunity to work with your department, if you have any questions regarding the above proposal, please contact me at (209) 765-6971 or at john@burtonsfire.com

Sincerely,

John Burton
Burton's Fire Inc.

Burton's Fire Inc.
1301 Doker Drive
Modesto, CA 95351
209-544-3161
209-544-1109 Fax
www.burtonsfire.com

South Dakota Division
100 Third Street
Lyons, SD 57041
605-543-5591
605-543-9701 Fax
E-mail: sales@
rosenbaueramerica.com

Minnesota Division
5181 260th Street
P.O. Box 549
Wyoming, MN 55092
651-462-1000
651-462-1700 Fax
E-mail: sales@
rosenbaueramerica.com

Aerial Division
870 South Broad Street
Fremont, NE 68025
402-721-7622
402-721-7622 Fax
E-mail: sales@
rosenbaueramerica.com

Attachment: Roenbauer 2000 Gal. WT Quote & Specs. (RES-2022-170 : Approve Budget Action Transferring Funds Within the Fleet

rosenbauer
Firefighting Technology

Mariposa County Fire Department

2000 Gallon Water Tender

Attachment: Roenbauer 2000 Gal. WT Quote & Specs. (RES-2022-170 : Approve Budget Action Transferring Funds Within the Fleet

WELCOME TO THE WORLD OF rosenbauer Firefighting Technology

Table of Contents

Mariposa County Fire Department....1
2000 Gallon Water Tender....1
MEASUREMENTS....2
CHASSIS SPECIFICATION....2
12-VOLT ELECTRICAL SYSTEM....3
SIREN / SPEAKER / WARNING LT PACKAGE....11
CHASSIS MODIFICATION....14
DARLEY HM SINGLE STAGE PUMP....15
STAINLESS STEEL PUMP PLUMBING....19
DISCHARGES....24
PUMP PANEL --SIDE MOUNT....28
WATER TANKS....32
HOSEBED....34
MODULAR BODY....35
PAINT - LETTERING and STRIPING....43
LOOSE EQUIPMENT....45
WARRANTIES....46
MISCELLANEOUS....50

Attachment: Roenbauer 2000 Gal. WT Quote & Specs. (RES-2022-170 : Approve Budget Action Transferring Funds Within the Fleet

MEASUREMENTS

OVERALL HEIGHT

An overall height restriction has not been specified for this apparatus.

OVERALL LENGTH

An overall length restriction has not been specified for this apparatus.

OVERALL WIDTH

An overall width restriction has not been specified for this apparatus.

WHEELBASE

A wheelbase restriction has not been specified for this apparatus.

ANGLE OF APPROACH

The angle of approach for the apparatus shall not be less than eight (8) degrees as specified by the current edition of NFPA 1901.

ANGLE OF DEPARTURE

The angle of departure for the apparatus shall not be less than eight (8) degrees as specified by the current edition of NFPA 1901.
NFPA Equipment Allowances

NFPA PUMPER EQUIPMENT ALLOWANCE

In compliance with NFPA #1901 standards, the apparatus shall be engineered to provide an allow of 2500 pounds of fire department provided loose equipment.

CHASSIS SPECIFICATION

See attached chassis specifications.

Attachment: Roenbauer 2000 Gal. WT Quote & Specs. (RES-2022-170 : Approve Budget Action Transferring Funds Within the Fleet

12-VOLT ELECTRICAL SYSTEM

LOW VOLTAGE ELECTRICAL SYSTEM SPECIFICATIONS

The electrical system shall include all panels, electrical components, switches and relays, wiring harnesses and other electrical components. The electrical equipment installed by the apparatus manufacturer shall conform to current automotive electrical system standards, the latest Federal DOT standards, and the requirements of the applicable NFPA standards.

All wiring shall be stranded copper or copper alloy conductors of a gauge rated to carry 125 percent of the maximum current for the protected circuit. Voltage drops in all wiring from the power source to the using device shall not exceed 10 percent. The wiring and wiring harness and insulation shall be in conformance to applicable SAE and NFPA standards. The wiring harness shall conform to SAE J-1128 with GXL temperature properties. All exposed wiring shall be protected in a loom with a minimum 289 degree Fahrenheit rating. All wiring looms shall be properly supported and attached to body members. The electrical conductors shall be constructed in accordance with applicable SAE standards, except when good engineering practice requires special construction.

The wiring connections and terminations shall use a method that provides a positive mechanical and electrical connection and shall be installed in accordance with the device manufacturer's instructions. Electrical connections shall be with mechanical type fasteners and large rubber grommets where wiring passes through metal panels.

The wiring between the cab and body shall be joined using Deutsche type connectors or an enclosed in a terminal junction panel area. This system will permit body removal with minimal impact on the apparatus electrical system. All connections shall be crimp-type with insulated shanks to resist moisture and foreign debris such as grease and road grime. Weather-resistant connectors shall be provided throughout to ensure the integrity of the electrical system.

Any electrical junction or terminal boxes shall be weather resistant and located away from water spray conditions. In addition, the main body junction panel shall house the automatic reset breakers and relays where required.

There shall be no exposed electrical cabling, harnesses, or terminal connections located in compartments, unless they are enclosed in a junction box or covered with a removable electrical panel. The wiring shall be secured in place and protected against heat, liquid contaminants and damage. Wiring shall be uniquely identified every three-inches (3") by color coding or permanent marking with a circuit function code and identified on a reference chart or electrical wiring schematic per requirements of applicable NFPA #1901 standards.

The electrical circuits shall be provided with low voltage overcurrent protective devices. Such devices shall be accessible and located in required terminal connection locations or weather resistant enclosures. The overcurrent protection shall be suitable for electrical equipment and shall be automatic reset type and meet SAE standards. All electrical equipment, switches, relays,

Attachment: Roenbauer 2000 Gal. WT Quote & Specs. (RES-2022-170 : Approve Budget Action Transferring Funds Within the Fleet

terminals, and connectors shall have a direct current rating of 125 percent of maximum current for which the circuit is protected. The system shall have electro-magnetic interference suppression provided as required in applicable SAE standards.

The electrical system shall include the following:

1. Electrical terminals in weather exposed areas shall have a non-conductive grease or spray applied. A corrosion preventative compound shall be applicable to all terminal plugs located outside of the cab or body.
2. The electrical wiring shall be harnessed or be placed in a protective loom.
3. Holes made in the roof shall be caulked with silicone. Large fender washers shall be used when fastening equipment to the underside of the cab roof.
4. Any electrical component that is installed in an exposed area shall be mounted in a manner that will not allow moisture to accumulate in it.
5. A coil of wire must be provided behind an electrical appliance to allow them to be pulled away from mounting area for inspection and service work.
6. All lights that have their sockets in a weather exposed area shall have corrosion preventative compound added to the socket terminal area.

The warning lights shall be switched in the chassis cab with labeled switches in an accessible location. Individual rocker switches shall be provided only for warning lights provided over the minimum level of warning lights in either the stationary or moving modes. All electrical equipment switches shall be mounted on a switch panel mounted in the cab convenient to the operator. The warning light switches shall be of the rocker type. For easy nighttime operation, an integral indicator light shall be provided to indicate when the circuit is energized. All switches shall be appropriately identified as to their function.

A single warning light switch shall activate all required warning lights. This switch will allow the vehicle to respond to an emergency and "call for the right of way". When the parking brake is applied, a "blocking right of way" system shall automatically activate per requirements of the applicable NFPA standards. All "clear" warning lights shall be automatically turned off upon application of the parking brake.

NFPA REQUIRED TESTING OF ELECTRICAL SYSTEM

The apparatus shall be electrically tested upon completion of the vehicle and prior to delivery. The electrical testing, certifications, and test results shall be submitted with delivery documentation per requirements of the applicable NFPA standards. The following minimum testing shall be completed by the apparatus manufacturer:

Attachment: Roenbauer 2000 Gal. WT Quote & Specs. (RES-2022-170 : Approve Budget Action Transferring Funds Within the Fleet

1. Reserve capacity test:

The engine shall be started and kept running until the engine and engine compartment temperatures are stabilized at normal operating temperatures and the battery system is fully charged. The engine shall be shut off and the minimum continuous electrical load shall be activated for ten (10) minutes. All electrical loads shall be turned off prior to attempting to restart the engine. The battery system shall then be capable of restarting the engine. Failure to restart the engine shall be considered a failed test.

2. Alternator performance test at idle:

The minimum continuous electrical load shall be activated with the engine running at idle speed. The engine temperature shall be stabilized at normal operating temperature. The battery system shall be tested to detect the presence of battery discharge current. The detection of battery discharge current shall be considered a test failure.

3. Alternator performance test at full load:

The total continuous electrical load shall be activated with the engine running up to the engine manufacturer's governed speed. The test duration shall be a minimum of two (2) hours. Activation of the load management system is permitted during this test. However, if an alarm sounds due to excessive battery discharge, as detected by the system requirements in the NFPA standards, or a system voltage of less than 11.7 volts dc for more than 120 seconds is present, the test has failed.

4. Low voltage alarm test:

Following the completion of the above tests, the engine shall be shut off. The total continuous electrical load shall be activated and shall continue to be applied until the excessive battery discharge alarm activates. The battery voltage shall be measured at the battery terminals. With the load still applied, a reading of less than 11.7 volts dc for a 12 volt system shall be considered a test failure. The battery system shall then be able to restart the engine. Failure to restart the engine shall be considered a test failure.

NFPA REQUIRED DOCUMENTATION

The following documentation shall be provided on delivery of the apparatus:

a. Documentation of the electrical system performance tests required above.

b. A written load analysis, including:

1. The nameplate rating of the alternator.

2. The alternator rating under the conditions.

Attachment: Roenbauer 2000 Gal. WT Quote & Specs. (RES-2022-170 : Approve Budget Action Transferring Funds Within the Fleet

3. Each specified component load.

4. Individual intermittent loads.

WEATHER RESISTANT ELECTRICAL JUNCTION BOX

The electrical junction or terminal boxes shall be weather resistant and located away from water spray conditions. In addition, the main body junction panel shall house the automatic reset breakers and relays where required. The main body junction panel shall be located in the pump compartment.

DASH MOUNTED EMERGENCY ELECTRICAL SWITCH PANEL

An electrical switch panel shall be designed and mounted in the cab dash area. All switches shall be provided with backlighted snap-in legend inserts.

SWITCHES

All emergency light switches shall be lighted, rocker style. Switches shall be internally lit when the switch circuit is in the on position. A plug-in identification label is to be provided and installed adjacent to each rocker switch with backlighting provided behind the label.

An internally lighted "master" switch shall be provided and wired through a heavy-duty relay to activate power to the emergency lights.

BATTERY SYSTEM

The battery system shall be supplied with the chassis.

MASTER ELECTRIC SWITCH

One (1) battery disconnect switch shall be located conveniently to the driver of the apparatus. The switch shall disconnect the 12 volt power supply from the battery system.

BATTERY CHARGER AND AIR COMPRESSOR

One (1) Kussmaul Pump Plus 1000 PLC model #51-21-1100 battery charger and air compressor system shall be installed. The 12 volt compressor system shall be designed to maintain the air pressure in the chassis brake system whenever the pressure drops below a predetermined level.

The battery charger shall be supplied from the 12 volt shore power receptacle and be a fully automatic high output charging system. The unit shall be mounted in a clean dry area and will be accessible for service and/or maintenance.

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BATTERY CHARGER DISPLAY

One (1) Kussmaul 091-199-001 single battery bank voltage display shall be supplied with the charger.

AUTO-EJECT

A Kussmaul "Super Auto-Eject" 20-amp automatic disconnect device shall be provided and installed on the 110 volt shoreline connection complete with weatherproof cover and matching plug. The Auto-Eject shall be activated by the chassis starter switch to disconnect the plug. The Super Auto-Eject shall be completely sealed to prevent contamination of the mechanism by inclement weather and road conditions. The Super Auto-Eject shall have an internal switch to open and close the AC circuit after the mating connector is inserted and before the connector is removed.

SHORE POWER PLUG

The shore power plug shall be located in the step area below the left front cab door of the commercial chassis.

AIR HORNS

Two (2) Stuttertone chrome plated air horns shall be mounted on the side of the hood of the commercial chassis. An air protection valve shall be provided in the air horn piping that will not allow the chassis air brake system to drop below 90 PSI.

AIR HORN FOOT SWITCH

One (1) foot switch shall be installed to activate the air horn system on the officer's side of the floor.

BACK-UP ALARM

One (1) automatic electric back-up alarm shall be wired to the back-up light circuit, and mounted under the rear of the apparatus body.

HAND LIGHTS

All NFPA required portable hand lights supplied by the Customer must be installed before the apparatus is placed into service.

RADIO ANTENNA BASE

One (1) radio antenna base shall be supplied and installed on the apparatus, the antenna coax

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terminating in the cab. The location shall be determined by the customer.

MARKER LIGHTS

LED marker lights shall be installed on the vehicle in conformance to the Department of Transportation requirements.

LICENSE PLATE BRACKET

One (1) stainless steel license plate bracket shall be provided at the rear of the apparatus. The bracket shall have a LED light.

TAIL LIGHTS

One (1) pair of Whelen M6 LED tail/brake lights shall be provided. The rectangular 4"x6" lights shall be red.

TURN SIGNALS

One (1) pair of Whelen M6 LED turn signals with populated sequential chevron arrow shall be provided.

BACKUP LIGHTS

One (1) pair of Whelen Series M6 LED backup lights shall be installed on the rear of the apparatus body. The dimensions shall be 4" x 6" and the lens color shall be clear.

FOUR LIGHT HOUSING

One (1) pair of chrome plated tail light housings shall be supplied. Each housing shall be designed to hold four (4) Whelen M6 rear lights located at the lower rear corners of the body.

CAB GROUND LIGHTS

Two (2) LED ground lights shall be installed on the chassis cab, one under each cab door.

CAB STEP LIGHTS

There shall be LED cab step lights supplied below the chassis cab doors. The lights shall be mounted below the cab doors and illuminate the chassis cab steps. There shall be two (2) LED lights located on each side of the chassis cab.

Attachment: Roenbauer 2000 Gal. WT Quote & Specs. (RES-2022-170 : Approve Budget Action Transferring Funds Within the Fleet

PUMP PANEL GROUND LIGHTS

Two (2) LED ground lights shall be installed under the pump panel running boards. One (1) light shall be located on the driver's side and one (1) light located on the officer's side of the apparatus.

REAR STEP GROUND LIGHTS

Two (2) LED ground lights shall be installed under rear step of the apparatus.

The ground lights shall automatically activate when the parking brake is applied.

STEP LIGHT

Two (2) LED step light(s) with clear lens shall be installed.

REAR TAILBOARD LIGHTS

Two (2) LED step lights with clear lens shall be installed to illuminate the step surfaces at the rear of the apparatus body.

The step/walkway light switch shall be installed and wired to the parking brake.

SCENE LIGHT

Six (6) FireTech Guardian Junior FT-GSMJR scene light shall be provided. The fixture shall be designed to attach to the side of the apparatus and emit light both straight down the side of the body, and in a perpendicular plane to the mounting sheet on to the scene area near the apparatus. The fixture shall incorporate 3 rows of LEDs, with the center row of 4 LEDs using conical acrylic optics mounted in alignment with each other. The other two rows of LEDs shall use an integrated linear optic to emit light downward asymmetrically. A moisture blocking vent valve shall be installed in the body of the fixture to allow for equalization of internal pressure without introduction of moisture into the housing.

The fixture shall have a black housing, black rubber gasket and a black trim bezel.

SCENE LIGHT LOCATION

Two (2) scene light shall be located on the left side of the apparatus body.

The scene light shall be installed on a treadplate mounting plate.

Attachment: Roenbauer 2000 Gal. WT Quote & Specs. (RES-2022-170 : Approve Budget Action Transferring Funds Within the Fleet

SCENE LIGHT LOCATION

Two (2) scene light shall be located on the right side of the apparatus body.

The scene light shall be installed on a treadplate mounting plate.

SCENE LIGHT LOCATION

Two (2) scene light shall be located on the rear of the apparatus body.

SCENE LIGHT SWITCHING

One (1) scene light switch with indicator shall be installed on the cab main switch panel to control the left side scene light(s). The switch shall be labeled "LEFT SCENE".

SCENE LIGHT SWITCHING

One (1) scene light switch with indicator shall be installed on the cab main switch panel to control the right side scene light(s). The switch shall be labeled "RIGHT SCENE".

SCENE LIGHT SWITCHING

One (1) scene light switch with indicator shall be installed on the cab main switch panel to control the rear scene light(s). The switch shall be labeled "REAR SCENE".

SCENE LIGHT SWITCHING

The rear scene lights shall activate automatically upon placing the transmission into reverse.

DOOR OPEN/HAZARD WARNING LIGHT

One (1) red flashing, warning light shall be provided and installed in the driver's compartment to indicate an open passenger or apparatus compartment door. The warning light shall also be attached to folding equipment racks and light towers as specified. The light shall be a flashing rectangular incandescent marker light with a red lens and shall be properly marked and identified.

Attachment: Roenbauer 2000 Gal. WT Quote & Specs. (RES-2022-170 : Approve Budget Action Transferring Funds Within the Fleet

SIREN / SPEAKER / WARNING LT PACKAGE

ELECTRIC SIREN AND CONTROL

One (1) Whelen model #295SLSA1 electronic siren shall be mounted in the cab. This unit shall feature an electronic air horn, wail, yelp, hi-lo and shall have a hard wired PA microphone.

SPEAKER

One (1) Federal Signal DynaMax 100-watt speaker, Model #ES100C, shall be installed. The speaker shall feature a Neodymium driver and a high strength composite housing that is chemical resistant and maintains rigidity at high temperatures.

SPEAKER

One (1) stainless steel grille shall be installed on the speaker.

SPEAKER LOCATION

The siren speaker shall be installed on the apparatus bumper extension, as determined by the body manufacturer.

LIGHTBAR

One (1) Whelen Justice series light bar shall be included with the apparatus cab. The light bar shall be a model JE2NFPA and shall be mounted on the roof of the cab, towards the front, above the windshield.

The light bar shall feature:

- A 56" light bar designed for high performance
- Four (4) red Linear Super LED corner modules
- Four (4) red CON3 LED hinged modules
- Two (2) white CON3 LED hinged modules with exterior clear optic lenses
- Clear hard coated lenses to provide extended life/luster protection against UV & chemical stresses
- Designed in accordance with NFPA Zone A requirements

LIGHTBAR OPTION

One (1) steady burn RED light shall be installed on the driver's side of the lightbar in accordance with California Title 13 requirements.

Attachment: Roenbauer 2000 Gal. WT Quote & Specs. (RES-2022-170 : Approve Budget Action Transferring Funds Within the Fleet

LIGHTBAR ACTIVATION

The front upper light bar shall be activated through the master warning switch.

UPPER REAR WARNING LIGHTS

One (1) pair of Whelen Super LED, rotating beacons, P/N L31H*F, shall be installed, one each side on the upper rear of the apparatus body. The unit shall have dimensions of 4" high x 7-9/16" deep.

The driver side warning light shall be a Whelen LED rotator, model L31HAF with a amber lens.

The officer side warning light shall be a Whelen LED rotator, model L31HRF with a red lens.

REAR WARNING LIGHT MOUNTING

The upper rear lights shall be mounted on cast aluminum stanchions attached to the apparatus body, one on each side.

LOWER FRONT WARNING LIGHTS

One (1) pair of Whelen model LINZ6 LED warning lights shall be installed, one each side one the front of the chassis cab. The warning light shall incorporate six red Super-LEDs, a clear non-optic hard coated polycarbonate lens, clear optic collimator and utilize a metalized reflector for maximum output. The dimensions of the lights shall be 2" x 4".

The driver side warning light shall be a Whelen Model LINZ6R red LED with clear lens.

The officer side warning light shall be a Whelen Model LINZ6R red LED with clear lens.

INTERSECTION WARNING LIGHTS

One (1) pair of Whelen model LINZ6 LED warning lights shall be installed, one each side of the chassis cab. The warning light shall incorporate six red Super-LEDs, a clear non-optic hard coated polycarbonate lens, clear optic collimator and utilize a metalized reflector for maximum output. The dimensions of the lights shall be 2" x 4".

The driver side warning light shall be a Whelen Model LINZ6R red LED with clear lens.

Attachment: Roenbauer 2000 Gal. WT Quote & Specs. (RES-2022-170 : Approve Budget Action Transferring Funds Within the Fleet

The officer side warning light shall be a Whelen Model LINZ6R red LED with clear lens.

LOWER MID-BODY WARNING LIGHTS

One (1) pair of Whelen model LINZ6 LED warning lights shall be installed, one each side one of the apparatus, mid body. The warning light shall incorporate six red Super-LEDs, a clear non-optic hard coated polycarbonate lens, clear optic collimator and utilize a metalized reflector for maximum output. The dimensions of the lights shall be 2" x 4".

The driver side warning light shall be a Whelen Model LINZ6R red LED with clear lens.

The officer side warning light shall be a Whelen Model LINZ6R red LED with clear lens.

LOWER REAR SIDE WARNING LIGHTS

One (1) pair of Whelen model LINZ6 LED warning lights shall be installed, one each side of the apparatus body, towards the rear of the body. The warning light shall incorporate six red Super-LEDs, a clear non-optic hard coated polycarbonate lens, clear optic collimator and utilize a metalized reflector for maximum output. The dimensions of the lights shall be 2" x 4".

The driver side warning light shall be a Whelen Model LINZ6R red LED with clear lens.

The officer side warning light shall be a Whelen Model LINZ6R red LED with clear lens.

Each light shall be surface mounted with a Whelen Model LIN6FC chrome flange.

LOWER REAR WARNING LIGHTS

One (1) pair of Whelen model M6 LED warning lights shall be installed, one each side on the lower rear of the apparatus body. The dimensions of the lights shall be 4-5/16" x 6-3/4".

The driver side warning light shall be a Whelen Model M6R red Super-LED^{TM} with color lens.

The officer side warning light shall be a Whelen Model M6A amber Super-LED^{TM} with color lens.

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CHASSIS MODIFICATION

FLUID DATA PLAQUE

One (1) fluid data plaque containing required information shall be provided based on the applicable components for this apparatus, compliant with NFPA Standards:

- Engine oil
- Engine coolant
- Chassis transmission fluid
- Drive axle lubricant
- Power steering fluid
- Pump transmission lubrication fluid
- Other NFPA applicable fluid levels or data as required

Location shall be in the driver's compartment or on driver's door.

DATA & WARNING LABELS

HEIGHT LENGTH & WEIGHT

A highly visible label indicating the overall height, length, and weight of the vehicle shall be installed in the cab dash area.

NO RIDE LABEL

One (1) "NO RIDERS" label shall be applied on the vehicle at the rear step area or other applicable areas. The label shall warn personnel that riding in or on these areas, while the vehicle is in motion is prohibited.

CAB SEATING POSITION LIMITS

One (1) label shall be installed in the cab to indicate seating positions for firefighters. A weight allowance of 250 pounds for each shall be factored into the gross vehicle weight rating of the chassis.

HELMET WARNING TAG

One (1) label shall be installed in the cab, visible from each seating position. The label shall read "CAUTION: DO NOT WEAR HELMET WHILE SEATED." Helmets must be properly stowed while the vehicle is in motion according to the current edition of NFPA 1901.

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REAR TOWING PROVISIONS

There shall be two tow eyes furnished under the rear of the body and attached directly to the chassis frame rails. There shall be a reinforcement spreader bar connecting the two tow eyes. Tow eyes are to be constructed of 3/8" plate steel with a 4" I.D. hole, large enough for passing through a tow chain end hook.

The tow plates shall be painted black.
Bumper, Existing Comm Bumper

TIRE PRESSURE INDICATOR

There shall be a tire pressure indicator, p/n RWTG1235, at each tire's valve stem on the vehicle that shall indicate if there is insufficient pressure in the specific tire.

VERTICAL EXHAUST SYSTEM

The vertical exhaust system shall be supplied with the commercial chassis.

REAR MUD FLAPS

One (1) pair of black mud flaps shall be installed behind the rear wheels.

DARLEY HM SINGLE STAGE PUMP

DARLEY HM SINGLE STAGE PUMP

A Darley model HM single stage fire pump shall be provided and installed.

Power to drive the pump shall be provided by the same engine used to propel the apparatus. The pump shall be midship mounted and designed to operate through a hot-shift transmission PTO. The pump is to be placed in gear from the chassis cab with a pump shift mechanism that is clearly labeled.

Pump casing shall be a fine grain cast iron, with a minimum tensile strength of 30,000 PSI. Pump shall contain a cored heating jacket feature that, if selected, can be connected into the vehicle coolant system to protect the pump from freezing in cold climates, and to help reject engine heat from engine coolant, providing longer life for the engine.

Seal rings shall be renewable, double labyrinth, wrap around bronze type.

Attachment: Roenbauer 2000 Gal. WT Quote & Specs. (RES-2022-170 : Approve Budget Action Transferring Funds Within the Fleet

PUMP SHAFT

The pump shaft shall be splined to receive broached impeller hubs, for greater resistance to wear, torsional vibration, and torque imposed by engine, as well as ease of maintenance and repair.

Bearings provided shall be heavy duty, deep groove, radial-type ball bearings. Sleeve bearings on any portion of the pump or transmission shall be prohibited due to wear, deflection, and alignment concerns. The bearings shall be protected at all openings from road dirt and water splash with oil seals and water slingers.

IMPELLER

The impeller shall be a high strength bronze alloy, splined to the pump shaft for precision fit, durability, and ease of maintenance.

Impeller shaft oil seals shall be constructed to be free from steel components except for the internal lip spring. The impeller shaft oil seals shall carry a lifetime warranty against damage from corrosion from water and other fire-fighting fluids.

PUMP TRANSMISSION

The pump transmission case shall be heavy-duty cast iron with adequate oil reserve capacity to maintain low operating temperature. Pump ratio to be selected by the manufacturers engineering department. Gears shall be helical in design and precision ground for quiet operation and extended life. Gears to be cut from high strength alloy steel, ground, and carburized. Chain drive and/or design requiring extra lubricating pump is not acceptable.

Pump drive shaft shall be precision ground, heat-treated alloy steel, with a 1-3/8 spline. Gears shall be helical design, and shall be precision ground for quiet operation and extended life.

The pump transmission shall require no further lubrication beyond that provided by the intrinsic action of the gears, to reduce the likelihood of failure due to loss of auxiliary lubrication.

DRIVELINE INSTALLATION

The pump drivelines shall be sized for intended application and torque requirements. The installation shall comply with driveline manufacturer's guidelines.

MANUALS

Two (2) manuals covering the fire pump transmission and fire pump shall be provided with the apparatus.

Attachment: Roenbauer 2000 Gal. WT Quote & Specs. (RES-2022-170 : Approve Budget Action Transferring Funds Within the Fleet

500 GPM FIRE PUMP SPECIFICATIONS

The centrifugal type fire pump shall be a Darley model HM with a rated capacity of 500 GPM. The pump shall meet NFPA 1901 requirements.

The pump shall be certified to meet the following deliveries:

500 GPM @ 150 PSI
500 GPM @ 165 PSI
350 GPM @ 200 PSI
250 GPM @ 250 PSI

LEFT SIDE -- 4" UNGATED INTAKE

One (1) 4" ungated suction intake shall be installed on the left side pump panel to supply the fire pump from an external water supply. The threads shall be 4" NST male threads.

The intake shall be provided with a removable screen.

One (1) 4" chrome plated cap shall be provided. The threads shall be NST and the cap shall be equipped long handles.

MECHANICAL SEAL SPECIFICATIONS

The mechanical seal shall be formed from silicon carbide with welded springs. The stationary face of the mechanical seals shall be made from silicon carbide, an extremely hard and heat dissipative material, which resists wear and dry running damage.

PTO PUMP SHIFT SPECIFICATIONS

An electric powered PTO pump shift shall be installed in the cab driver's area where not subject to accidental engagement. The pump shift system shall permit stationary pumping operations.

The following indicator lights shall be included with pump shift.

1. A green indicator light, labeled "PUMP ENGAGED" shall indicate pump shift has successfully been completed.

2. A green indicator light, labeled "OK TO PUMP" shall indicate the chassis transmission is in proper gear and parking brake is engaged.

3. Pump shift and interlocks shall comply with applicable sections of NFPA standards.

4. The pump shift shall have an instruction label and nameplate to indicate proper pump shift instructions.

Attachment: Roenbauer 2000 Gal. WT Quote & Specs. (RES-2022-170 : Approve Budget Action Transferring Funds Within the Fleet

PRIMER

The priming pump shall be a Trident Emergency Products compressed air powered, high efficiency, multi-stage, venturi based AirPrime™ System. All wetted metallic parts of the priming system are to be of brass and stainless steel construction. A single panel mounted control will activate the priming pump and open the priming valve to the pump. The priming system shall have a five year warranty.

PRIMER CONTROL

A manual push button shall be provided on the pump operator's panel, for the manually priming the main pump.

PRESSURE GOVERNOR AND ENGINE-PUMP MONITORING

One (1) Fire Research InControl series TGA400 pressure governor and monitoring display kit shall be installed. The kit shall include a control module, intake pressure sensor, discharge pressure sensor, and cables. The control module case shall be waterproof and have dimensions not to exceed 5 1/2" high by 10 1/2" wide by 2" deep. The control knob shall be 2" in diameter with no mechanical stops, have a serrated grip, and a red idle push button in the center. It shall not extend more than 1 3/4" from the front of the control module. Inputs for monitored information shall be from a J1939 databus or independent sensors. Outputs for engine control shall be on the J1939 databus or engine specific wiring.

The following continuous displays shall be provided:

- Pump discharge; shown with four daylight bright LED digits more than 1/2" high
- Pump Intake; shown with four daylight bright LED digits more than 1/2" high
- Pressure / RPM setting; shown on a dot matrix message display
- Pressure and RPM operating mode LEDs
- Throttle ready LED
- Engine RPM; shown with four daylight bright LED digits more than 1/2" high
- Check engine and stop engine warning LEDs
- Oil pressure; shown on a dual color (green/red) LED bar graph display
- Engine coolant temperature; shown on a dual color (green/red) LED bar graph display
- Transmission Temperature: shown on a dual color (green/red) LED bar graph display
- Battery voltage; shown on a dual color (green/red) LED bar graph display.

The dot-matrix message display shall show diagnostic and warning messages as they occur. It shall show monitored apparatus information, stored data, and program options when selected by the operator. All LED intensity shall be automatically adjusted for day and night time operation.

The program shall store the accumulated operating hours for the pump and engine to be displayed with the push of a button. It shall monitor inputs and support audible and visual

Attachment: Roenbauer 2000 Gal. WT Quote & Specs. (RES-2022-170 : Approve Budget Action Transferring Funds Within the Fleet

warning alarms for the following conditions:

- High Battery Voltage
- Low Battery Voltage (Engine Off)
- Low Battery Voltage (Engine Running)
- High Transmission Temperature
- Low Engine Oil Pressure
- High Engine Coolant Temperature
- Out of Water (visual alarm only)
- No Engine Response (visual alarm only).

The program features shall be accessed via push buttons and a control knob located on the front of the control panel. There shall be a USB port located at the rear of the control module to upload future firmware enhancements.

Inputs to the control panel from the pump discharge and intake pressure sensors shall be electrical. The discharge pressure display shall show pressures from 0 to 600 psi. The intake pressure display shall show pressures from -30 in. Hg to 600 psi.

The governor shall operate in two control modes, pressure and RPM. No discharge pressure or engine RPM variation shall occur when switching between modes. A throttle ready LED shall light when the interlock signal is recognized. The governor shall start in pressure mode and set the engine RPM to idle. In pressure mode the governor shall automatically regulate the discharge pressure at the level set by the operator. In RPM mode the governor shall maintain the engine RPM at the level set by the operator except in the event of a discharge pressure increase. The governor shall limit a discharge pressure increase in RPM mode to a maximum of 30 psi. Other safety features shall include recognition of no water conditions with an automatic programmed response and a push button to return the engine to idle.

The pressure governor, monitoring and master pressure display shall be programmed to interface with a specific engine.

PUMP ANODES

There shall be sacrificial, zinc anodes in the pump steamer ports which shall protect the pump and piping from electrolysis. These anodes shall also act as screens.

STAINLESS STEEL PUMP PLUMBING

PUMP PLUMBING SYSTEM

The fire pump plumbing system shall be of rigid stainless steel pipe or flexible piping with stainless steel fittings. Mechanical grooved couplings shall be installed to permit flexing of the plumbing

Attachment: Roenbauer 2000 Gal. WT Quote & Specs. (RES-2022-170 : Approve Budget Action Transferring Funds Within the Fleet

system and allow for quick removal of piping or valves for service. Flexible hose couplings shall be threaded stainless steel or mechanical grooved coupling connections.

The fire pump and plumbing shall be hydrostatically tested in compliance to applicable sections of NFPA standards. The test results shall be included in the delivery documentation.

FIRE PUMP MASTER DRAIN

The fire pump plumbing system and fire pump shall be piped to a single push-pull type master pump drain assembly.

ADDITIONAL LOW POINT DRAINS

The plumbing system shall be equipped with additional low point manually operated drain valves to allow total draining of the fire pump plumbing system. These valves shall be accessible from the side of the vehicle and labeled.

STAINLESS STEEL INTAKE MANIFOLD

The suction manifold assembly shall be fabricated with Schedule #10 type 304 stainless steel. All threaded fittings shall be a minimum of Schedule 10 stainless steel. The suction manifold assembly shall have radiused sweep elbows to minimize water turbulence into the suction volute. The suction manifold shall be welded and pressure tested prior to installation. The stainless steel manifold assembly shall be attached to the pump intake volute with a heavy-duty, flexible Victaulic coupling.

The stainless steel manifold assembly shall have a ten (10) year warranty.

STAINLESS STEEL DISCHARGE MANIFOLD

The discharge manifold assembly shall be fabricated with minimum of Schedule #10 Type 304 stainless steel. All threaded fittings shall be a minimum of Schedule #40 stainless steel. The discharge manifold assembly shall have radiused sweep elbows to minimize water turbulence. The manifold shall be welded and pressure tested prior to installation. The stainless steel manifold inlet shall be attached to the pump discharge and have additional brackets as required to support the discharge manifold, valves and related components.

The stainless steel manifold assembly shall have a ten (10) year warranty.

FIRE PUMP & PLUMBING SYSTEM PAINTING

The fire pump and plumbing system shall be painted by the fire apparatus manufacturer. The fire pump and the plumbing shall be painted metallic silver.

Attachment: Roenbauer 2000 Gal. WT Quote & Specs. (RES-2022-170 : Approve Budget Action Transferring Funds Within the Fleet

HOSE THREADS

The hose threads shall be National Standard Thread (NST) on all base threads on the apparatus intakes and discharges.

WATER TANK TO PUMP LINE

One (1) 3" water tank to fire pump line shall be provided with a full flow quarter turn ball valve, 3" piping, and with flex hose and stainless steel hose clamps. The tank to pump line shall be equipped with a check valve to prevent pressurization of the water tank.

The line shall be flow tested during the fire pump testing and shall meet applicable requirements of NFPA standards.

>>In is open, Out is Closed

The tank to pump valve shall be controlled at the pump operator's panel.

The valve shall be an Akron 8000 Series three-inch (3") valve with a stainless ball.

One (1) Akron valve equipped with a manually operated pull rod, with quarter-turn locking feature shall be provided on the intake. The handle shall be equipped with a color-coded name plate.

FIRE PUMP TO WATER TANK FILL LINE

One (1) 1-1/2" fire pump to water tank refill and pump bypass cooler line shall be provided. The valve shall be a full flow quarter turn ball valve with 1-1/2" piping and flex hose to tank. The valve control handle shall have a nameplate located near the valve control.

The valve shall be an Akron 8000 Series one and one half-inch (1-1/2") valve with a stainless ball.

One (1) Akron valve equipped with a manually operated pull rod, with quarter-turn locking feature shall be provided on the intake. The handle shall be equipped with a color-coded name plate.

MIDSHIP FIRE PUMP DRIVESHAFTS AND INSTALLATION

The midship PTO fire pump shall be installed and shall include installation of the fire pump, modification and/or fabrication of new drivelines and all pump-mounting brackets. The PTO drive shaft(s) shall be spin balanced prior to final installation.

Attachment: Roenbauer 2000 Gal. WT Quote & Specs. (RES-2022-170 : Approve Budget Action Transferring Funds Within the Fleet

INTAKE RELIEF/DUMP VALVE

One (1) TFT A18 series, 2-1/2" intake relief/dump valve preset at 125 psi shall be permanently installed on the suction side of the fire pump. The valve shall have an adjustment range of 75 psi to 250 psi, and shall be designed to automatically self-restore to a non-relieving position when excessive pressure is no longer present.

Discharge side of the intake relief valve shall be plumbed away from the pump operator.

FIRE PUMP COOLING

The fire pump shall be equipped with 3/8" cooling line from the pump to the water tank. This re-circulation line shall be controlled by a pump panel control valve with nameplate label noting it as the "fire pump bypass cooler". There shall be a check valve installed in the pump cooler line to prevent tank water from back flowing into the pump when it is not in use.

CHASSIS ENGINE HEAT EXCHANGER COOLING SYSTEM

The apparatus shall be equipped with a heat exchanger for supplementary chassis engine cooling during fire pump operations. A manually opened valve, mounted at the operator's panel, shall direct water from the fire pump to the heat exchanger that is mounted in the engine radiator cooling hose. The system shall provide cooling water from the fire pump to circulate around the engine radiator coolant without mixing or coming in direct contact with the engine coolant. The complete installation shall be done by the fire apparatus manufacturer.

A nameplate label shall be installed on the pump panel noting "engine cooling system" with "on-off" opening directions noted.

UNDERWRITERS LABORATORIES FIRE PUMP TEST

The pump shall undergo an Underwriters Laboratories Incorporated test per applicable sections of NFPA standards, prior to delivery of the completed apparatus.

The UL acceptance certificate shall be furnished with the apparatus on delivery.

FIRE PUMP TEST LABEL

A fire pump performance and rating label shall be installed on the fire apparatus pump panel. The label shall denote levels of pump performance and testing completed at factory. These shall include GPM at net pump pressure, RPM at such level, and other pertinent data as required by applicable NFPA standards. In addition, the pressure control device, tank to pump flow tests, and other required testing shall be completed.

In addition, the entire pump, suction and discharge passages shall be hydrostatically tested to a

Attachment: Roenbauer 2000 Gal. WT Quote & Specs. (RES-2022-170 : Approve Budget Action Transferring Funds Within the Fleet

pressure as required by applicable NFPA standards. The pump shall be fully tested at the pump manufacturer's factory to the performance specifications as outlined by applicable NFPA standards. Pump shall be free from objectionable pulsation and vibration.

If applicable, the fire pump shall be tested and rated as follows:

100% of rated capacity at 150 pounds net pressure.
70% of rated capacity at 200 pounds net pressure.
50% of rated capacity at 250 pounds net pressure.
100% or rated capacity at 165 pounds net pressure.

LEFT SIDE -- 2-1/2" GATED INTAKE

One (1) 2-1/2" gated suction intake shall be installed on left side pump panel to supply the fire pump from an external water supply. The control valve shall be a quarter turn ball valve and shall have 2-1/2" NST female thread of chrome plated brass.

The intake shall be equipped with a ¾" drain and bleeder valve. A nameplate label and removable screen shall be installed.

An Innovative Controls ¾" cast bronze quarter-turn drain/bleeder valve shall be installed. The valve shall be complete with a chrome plated bronze ball, reinforced teflon seals, and blow-out proof stem rated to 600 PSI. A chrome plated zinc handle shall be provided on each drain valve complete with a recessed ID label provision. The handle shall lift to open and push down to close.

One (1) 2-1/2" chrome plated plug shall be provided. The threads shall be NST and the plug shall be equipped rocker lugs and chain or cable securement.

The valve shall be an Akron 8000 Series two and one half-inch (2-1/2") valve with a stainless ball.

The valve shall be equipped with one (1) manually operated, swing-type manual control located adjacent the intake. The valve shall be equipped with a color-coded name plate.

RIGHT SIDE -- 2-1/2" GATED INTAKE

One (1) 2-1/2" gated suction intake shall be installed on right side pump panel to supply the fire pump from an external water supply. The control valve shall be a quarter turn ball valve and shall have 2-1/2" NST female thread of chrome plated brass.

The intake shall be equipped with a ¾" drain and bleeder valve. A nameplate and removable screen shall be installed.

Attachment: Roenbauer 2000 Gal. WT Quote & Specs. (RES-2022-170 : Approve Budget Action Transferring Funds Within the Fleet

An Innovative Controls ¾" cast bronze quarter-turn drain/bleeder valve shall be installed. The valve shall be complete with a chrome plated bronze ball, reinforced teflon seals, and blow-out proof stem rated to 600 PSI. A chrome plated zinc handle shall be provided on each drain valve complete with a recessed ID label provision. The handle shall lift to open and push down to close.

One (1) 2-1/2" chrome plated plug shall be provided. The threads shall be NST and the plug shall be equipped rocker lugs and chain or cable securement.

The valve shall be an Akron 8000 Series two and one half-inch (2-1/2") valve with a stainless ball.

The valve shall be equipped with one (1) manually operated, swing-type manual control located adjacent the intake. The valve shall be equipped with a color-coded name plate.

DISCHARGES

2-1/2" DISCHARGE -- FRONT RIGHT SIDE BUMPER

One (1) 2-1/2" discharge shall be installed through the right side front bumper area with a with 2-1/2" NST male threads. The valve control shall be beside the valve and an engraved nameplate label provided at valve control area on the front bumper

A Class 1 automatic type 3/4" bleeder valve shall be installed.

The specified valve shall be an Akron 8000 Series two and one half-inch (2-1/2") valve with a stainless ball.

One (1) manually operated swing type valve with control located adjacent the valve, shall be supplied on the specified discharge. The control handle shall be equipped with quarter-turn locking feature. The valve shall be equipped color-coded name plate.

LEFT SIDE PUMP PANEL -- 2-1/2" DISCHARGE

One (1) 2-1/2" discharge shall be installed on the left side pump panel area and shall be controlled by a quarter turn ball valve. The discharge shall have 2-1/2" NST male hose threads. A color coded nameplate label shall be provided adjacent the control handle.

An Innovative Controls ¾" cast bronze quarter-turn drain/bleeder valve shall be installed. The valve shall be complete with a chrome plated bronze ball, reinforced teflon seals, and blow-out proof stem rated to 600 PSI. A chrome plated zinc handle shall be provided on each drain valve complete with a recessed ID label provision. The handle shall lift to open and push down to close.

Attachment: Roenbauer 2000 Gal. WT Quote & Specs. (RES-2022-170 : Approve Budget Action Transferring Funds Within the Fleet

One (1) chrome plated elbow with rocker lugs shall be provided with 2-1/2" NST swivel female x 2-1/2" NST male hose threads.

One (1) 2-1/2" NST rocker lug chrome plated vented cap and cable or chain securement shall be provided.

The specified valve shall be an Akron 8000 Series two and one half-inch (2-1/2") valve with a stainless ball.

For valve actuation, the specified discharge shall be equipped with a side mount valve control. The ergonomically designed 1/4 turn push-pull T-handle shall be chrome plated zinc with recessed labels for color coding and signage. The gear-control rod, double laminated locking clips, and rod housing shall be stainless steel and provide true positive lock that will eliminate valve drift. Bronze and Teflon impregnated stainless steel bushings in both ends of rod housing shall eliminate rod deflection, never need lubrication and ensure consistent long-term operation.

The control assembly shall include a decorative chrome-plated zinc panel mounted bezel with recessed color-coded label.

One (1) 2-1/2" IC discharge pressure gauges (0-400 PSI) shall be provided. The face of the gauge shall be a WHITE dial with black letters. The gauges will be located on the pump instrument panel.

RIGHT SIDE PUMP PANEL -- 2-1/2" DISCHARGE

One (1) 2-1/2" discharge shall be installed on the right side pump panel area and shall be controlled by a quarter turn ball valve. The discharge shall have 2-1/2" NST male hose threads. A color coded nameplate label shall be provided adjacent the control handle.

An Innovative Controls ¾" cast bronze quarter-turn drain/bleeder valve shall be installed. The valve shall be complete with a chrome plated bronze ball, reinforced teflon seals, and blow-out proof stem rated to 600 PSI. A chrome plated zinc handle shall be provided on each drain valve complete with a recessed ID label provision. The handle shall lift to open and push down to close.

One (1) chrome plated elbow with rocker lugs shall be provided with 2-1/2" NST swivel female x 2-1/2" NST male hose threads.

One (1) 2-1/2" NST rocker lug chrome plated vented cap and cable or chain securement shall be provided.

The specified valve shall be an Akron 8000 Series two and one half-inch (2-1/2") valve with a stainless ball.

For valve actuation, the specified discharge shall be equipped with a side mount valve control.

Attachment: Roenbauer 2000 Gal. WT Quote & Specs. (RES-2022-170 : Approve Budget Action Transferring Funds Within the Fleet

The ergonomically designed 1/4 turn push-pull T-handle shall be chrome plated zinc with recessed labels for color coding and signage. The gear-control rod, double laminated locking clips, and rod housing shall be stainless steel and provide true positive lock that will eliminate valve drift. Bronze and Teflon impregnated stainless steel bushings in both ends of rod housing shall eliminate rod deflection, never need lubrication and ensure consistent long-term operation.

The control assembly shall include a decorative chrome-plated zinc panel mounted bezel with recessed color-coded label.

One (1) 2-1/2" IC discharge pressure gauges (0-400 PSI) shall be provided. The face of the gauge shall be a WHITE dial with black letters. The gauges will be located on the pump instrument panel.

LEFT SIDE CAT WALK -- 1-1/2" DISCHARGE

One (1) 1-1/2" discharge shall be installed on the left side cat walk area and shall be controlled by a quarter turn ball valve on the pump panel. The discharge shall have 2" NPT x 1-1/2" NST male hose threads and an engraved nameplate label shall be provided adjacent the control handle.

A Class 1 automatic type 3/4" bleeder valve shall be installed.

The specified valve shall be an Akron 8000 Series two-inch (2") valve with a stainless ball.

For valve actuation, the specified discharge shall be equipped with a side mount valve control. The ergonomically designed 1/4 turn push-pull T-handle shall be chrome plated zinc with recessed labels for color coding and signage. The gear-control rod, double laminated locking clips, and rod housing shall be stainless steel and provide true positive lock that will eliminate valve drift. Bronze and Teflon impregnated stainless steel bushings in both ends of rod housing shall eliminate rod deflection, never need lubrication and ensure consistent long-term operation.

The control assembly shall include a decorative chrome-plated zinc panel mounted bezel with recessed color-coded label.

One (1) 2-1/2" IC discharge pressure gauges (0-400 PSI) shall be provided. The face of the gauge shall be a WHITE dial with black letters. The gauges will be located on the pump instrument panel.

LEFT SIDE CAT WALK HOSE BED

One (1) hose bed compartment shall be fabricated and installed on top of the driver's side catwalk. The hose bed shall be at least ten (10) inches deep, with black modular floor tiles installed on the floor of the compartment. The hose bed shall be large enough to accommodate at least 150-ft of 1-3/4-in DJ fire hose and nozzle. The compartment shall be constructed of aluminum tread plate.

Attachment: Roenbauer 2000 Gal. WT Quote & Specs. (RES-2022-170 : Approve Budget Action Transferring Funds Within the Fleet

CATWALK HOSEBED HINGED COVER

One (1) .125" polished aluminum treadplate hinged cover shall be provided over the catwalk hosebed, complete with a full stainless steel piano hinge and chrome lift handles provided on each end of the cover. Stops shall be provided to hold the cover in the open position and to protect the body components. The hinge shall be located on the inward section of the cover, closest to the body.

The hose bed openings shall be equipped with hose and nozzle securement devices to comply to applicable NFPA standards.

REAR RIGHT SIDE -- 2-1/2" DISCHARGE

One (1) 2-1/2" discharge shall be installed on the right side rear panel of the apparatus body and shall be controlled by a quarter turn ball valve on the pump panel. The discharge shall have 2-1/2" NPT x 2-1/2" NST male hose threads. The outlet shall be equipped with an engraved nameplate label shall be installed adjacent the valve control handle.

An Innovative Controls ¾" cast bronze quarter-turn drain/bleeder valve shall be installed. The valve shall be complete with a chrome plated bronze ball, reinforced teflon seals, and blow-out proof stem rated to 600 PSI. A chrome plated zinc handle shall be provided on each drain valve complete with a recessed ID label provision. The handle shall lift to open and push down to close.

One (1) chrome plated elbow with rocker lugs shall be provided with 2-1/2" NST swivel female x 2-1/2" NST male hose threads.

One (1) 2-1/2" NST rocker lug chrome plated vented cap and cable or chain securement shall be provided.

The specified valve shall be an Akron 8000 Series two and one half-inch (2-1/2") valve with a stainless ball.

For valve actuation, the specified discharge shall be equipped with a side mount valve control. The ergonomically designed 1/4 turn push-pull T-handle shall be chrome plated zinc with recessed labels for color coding and signage. The gear-control rod, double laminated locking clips, and rod housing shall be stainless steel and provide true positive lock that will eliminate valve drift. Bronze and Teflon impregnated stainless steel bushings in both ends of rod housing shall eliminate rod deflection, never need lubrication and ensure consistent long-term operation.

The control assembly shall include a decorative chrome-plated zinc panel mounted bezel with recessed color-coded label.

Attachment: Roenbauer 2000 Gal. WT Quote & Specs. (RES-2022-170 : Approve Budget Action Transferring Funds Within the Fleet

One (1) 2-1/2" IC discharge pressure gauges (0-400 PSI) shall be provided. The face of the gauge shall be a WHITE dial with black letters. The gauges will be located on the pump instrument panel.

PUMP PANEL --SIDE MOUNT

SIDE MOUNT PUMP ENCLOSURE

All pump suction and discharge controls are to be mounted on the driver side pump operator's panel so as to permit operation of the pump from a central location. The control panel shall be located in front of the left side lower compartment of the apparatus. Panel shall house pressure gauge and controls for the pump, including throttle. Panel shall have an anodized aluminum shield with adequate illumination for nighttime operation. The lights shall be controlled by the operator's panel light switch. The valve controls shall be neatly arranged for access and visibility. All controls shall be clearly marked with permanent type labels and color-coded. The electrical wiring and all gauge lines shall be properly tie wrapped to prevent kinking or cutting of the lines.

The following controls and equipment as specified in the specifications, shall be provided on the pump panel or within the pump enclosure:

- Primer.
- Pump and plumbing area service lights.
- Pressure control device and throttle control.
- Fire pump and engine instruments.
- Pump intakes and discharge controls.
- Master intake and discharge gauges.
- Tank fill control.
- Tank suction control.
- Water tank level gauge.
- Pump panel lights.

LEFT SIDE RUNNING BOARD -- SIDE MOUNT PANEL

The left side mount pump panel shall be equipped with side running board. The running board will extend along the width of the pump enclosure from the forward end of the body module to behind the chassis cab.

The running board shall be constructed of aluminum tread plate, bolted in place with stainless steel fasteners. The step surfaces shall be in compliance with applicable sections of NFPA requirements.

Attachment: Roenbauer 2000 Gal. WT Quote & Specs. (RES-2022-170 : Approve Budget Action Transferring Funds Within the Fleet

HOSEWELL COMPARTMENT -- LEFT SIDE RUNNING BOARD

One (1) hosewell shall be recessed in the left side running board of the apparatus pump panel. The hosewell shall be constructed of aluminum material and shall be provided with drain holes drilled in each bottom corner with plastic grating on the floor.

The hose and couplings shall be secured in compliance to applicable NFPA standards.

Capacity for the following purchaser supplied hose:

HOSE WELL SECUREMENT

There shall be two (2) Velcro straps provided for the securement of the hose in the running board hose well.

PUMP PANEL -- SIDE MOUNT

The pump operator's panel, along with the lower left hand and right hand pump panels shall be constructed of Line-X aluminum material and be fastened to the pump enclosure with 1/4" stainless steel bolts.

The instrument area shall have a stainless steel continuous hinge that shall swing for easy access to gauges.

LEFT SIDE PUMP PANEL -- BOLTED

The pump panel installed on the left hand side of the pump enclosure shall be fastened to the pump enclosure with 1/4" stainless steel bolts.

RIGHT SIDE PUMP PANEL -- BOLTED

The pump panel installed on the right hand side of the pump enclosure shall be fastened to the pump enclosure with 1/4" stainless steel bolts.

PUMP PANEL STAINLESS STEEL TRIM PANELS

Stainless steel intake and discharge trim rings shall be installed to the apparatus with mounting bolts. These assemblies will be used to identify intake and discharge ports with color and verbiage, using separate identification tags protected by chrome plated bezels. These trim rings are designed and manufactured to withstand the environment and shall be backed by a warranty equal to that of the exterior paint and finish. All labels shall be backed with 3M permanent adhesive (200MP), which meets UL969 and NFPA standards.

Attachment: Roenbauer 2000 Gal. WT Quote & Specs. (RES-2022-170 : Approve Budget Action Transferring Funds Within the Fleet

LABELS

Safety, information, data, and instruction labels for apparatus shall be provided and installed at the operator's instrument panel.

The labels shall include rated capacities, pressure ratings, and engine speeds as determined by the certification tests. The no-load governed speed of the engine, as stated by the engine manufacturer, shall also be included.

The labels shall be provided with all information and be attached to the apparatus prior to delivery.

COLOR CODED PUMP PANEL LABELING AND NAMEPLATES

Discharge and intake valve controls shall be color coded in compliance to guidelines of applicable sections of NFPA standards.

Innovative Controls permanent type nameplates and instruction panels shall be installed on the pump panel for safe operation of the pumping equipment and controls.

MIDSHIP PUMP PANEL LIGHTS -- LEFT SIDE

Three (3) Techiq E10-W0001-1 or equal LED lights with clear lenses shall be installed under an instrument panel light hood on the left side pump panel. The lights shall be controlled by a switch located on the operator's instrument panel.

MIDSHIP PUMP PANEL LIGHTS -- RIGHT SIDE

Two (2) Tecniq E10-W0001-1 or equal LED lights with clear lenses shall be installed under an instrument panel light hood on the right side pump panel. The lights shall be controlled by a switch located on the operator's instrument panel.

PUMP ENGAGED LIGHT

One (1) pump panel light shall be illuminated at the time the fire pump is engaged into operation. The remaining lights shall be controlled by a switch located on the operator's instrument panel.

TEST TAPS

Test taps for pump intake and pump pressure shall be provided on the pump instrument panel and be properly labeled.

Attachment: Roenbauer 2000 Gal. WT Quote & Specs. (RES-2022-170 : Approve Budget Action Transferring Funds Within the Fleet

WATER TANK GAUGE

One (1) Fire Research TankVision Pro model WLA300-A00 tank indicator kit shall be installed on the pump panel. The kit shall include an electronic indicator module, a pressure sensor, and a 10' sensor cable. The indicator shall show the volume of water in the tank on nine (9) easy to see super bright RGB LEDs. A wide view lens over the LEDs shall provide for a viewing angle of 180 degrees. The indicator case shall be waterproof, manufactured of Polycarbonate/Nylon material, and have a distinctive blue label.

The program features shall be accessed from the front of the indicator module. The program shall support self-diagnostics capabilities, self-calibration, six (6) programmable colored light patterns to display tank volume, adjustable brightness control levels and a datalink to connect remote indicators. Low water warnings shall include flashing LEDs at 1/4 tank, down chasing LEDs when the tank is almost empty, and an output for an audio alarm.

The indicator shall receive an input signal from an electronic pressure sensor. The sensor shall be mounted from the outside of the water tank near the bottom. No probe shall place on the interior of the tank. Wiring shall be weather resistant and have automotive type plug-in connectors.

CAB MOUNTED WATER TANK GAUGE

One (1) Fire Research TankVision model WLA205-A00 miniature tank indicator shall be installed in the chassis cab. The indicator shall show the volume of water in the tank on five (5) easy to see super bright LEDs. A wide view lens over the LEDs shall provide for a viewing angle of 180 degrees. The indicator case shall be manufactured of Polycarbonate material with an integrated lens and have a distinctive blue label.

The miniature indicator shall receive input information over a single wire from a Fire Research TankVision primary indicator model, WLA300-A00 or WLA400-A00.

WATER TANK LEVEL LIGHTS

Three (3) Federal Signal Commander 10" vertically mounted LED lights, model COMSTL-TANK shall be installed one each side of the apparatus and one (1) on the rear to allow for monitoring the water tank level from a distance.

They shall be configured as follows:

- GREEN - Position 1 indicates FULL
- BLUE - Position 2 indicates 3/4
- AMBER - Position 3 indicates 1/2
- RED - Position 4 indicates 1/4

Attachment: Roenbauer 2000 Gal. WT Quote & Specs. (RES-2022-170 : Approve Budget Action Transferring Funds Within the Fleet

Each light shall remain illuminated until the water level drops below full 3/4, 1/2, or 1/4 levels. When the level drops below 1/4 the RED light will flash to indicate an empty tank. The Federal Signal water tank level lights shall be controlled with a Fire Research Corporation TankVision remote driver.

WATER TANKS

WATER TANK - 2000 GALLON

The apparatus shall be equipped with a two-thousand (2000) gallon polypropylene water tank. The tank shall be equipped with a four-inch (4") overflow pipe (a six-inch (6") overflow pipe shall be provided if required by dump valve installation).

WATER TANK

The apparatus shall be equipped with a "T" shaped tank.

WATER TANK FILL TOWER

A fill tower measuring approximately 10" x 10" square shall be provided on the water tank up to and including 3500 gallons total capacity.

The apparatus shall be equipped with a polypropylene water tank. The tank body and end bulkheads shall be constructed of .75" thick, polypropylene, nitrogen-welded and tested inside and out. Tank construction shall conform to applicable NFPA standards. The tank shall carry a lifetime warranty.

The transverse and longitudinal .375" thick swash partitions shall be interlocked and welded to each other as well as to the walls of the tank. The partitions shall be designed and equipped with vent holes to permit air and liquid movement between compartments.

The .5" thick cover shall be recessed .375" from the top of the side walls. Hold down dowels shall extend through and be welded to both the covers and the transverse partitions, providing rigidity during fast fill operations. Drilled and tapped holes for lifting eyes shall be provided in the top area of the booster tank.

A combination vent/water fill tower shall be provided at front of the tank. The 0.5" thick polypropylene fill and overflow tower shall be equipped with a hinged lid and a removable polypropylene screen. The overflow tube shall be installed in fill tower and piped with a minimum schedule 40 PVC pipe through the tank.

Attachment: Roenbauer 2000 Gal. WT Quote & Specs. (RES-2022-170 : Approve Budget Action Transferring Funds Within the Fleet

The water tank sump shall be located in the forward area of the tank. There will be a schedule 40 polypropylene tank suction pipe from the front of the tank to the tank sump. The tank drain and clean out shall be located in the bottom of the tank sump. The sump shall have a minimum 3" threaded outlet on the bottom to be used for a combination clean out and drain.

The pump to tank refill connection shall be a sized to mate with tank fill discharge line. A deflector shield inside the tank will also be provided.

The tank shall rest on the body cross members in conjunction with such additional cross members, spaced at a distance that would not allow for more than 530 square inches of unsupported area under the tank floor. In cases where overall height of the tank exceeds 40 inches, cross member spacing must be decreased to allow for not more than 400 square inches of unsupported area.

The tank must be isolated from the cross members through the use of hard rubber strips with a minimum thickness and width dimension of 1/4" x 1" and a hardness of approximately 60 durometer. The rubber must be installed so it will not become dislodged during normal operation of the vehicle. Additionally, the tank must be supported around the entire bottom outside perimeter and captured both in the front and rear as well as side to side to prevent tank from shifting during vehicle operation.

A picture frame type cradle mount with a minimum of 2" x 2" x 1/4" mild steel, stainless steel, or aluminum angle shall be provided or the use of corner angles having a minimum dimension of 4" x 4" x 1/4" by 6" high are permitted for the purpose of capturing the tank.

Although the tank is designed on a free floating suspension principle, it is required that the tank have adequate vertical hold down restraints to minimize movement during vehicle operation. If proper retention has not been incorporated into the apparatus hose floor structure, an optional mounting restraint system shall be located on top of the tank, half way between the front and the rear on each side of the tank. These stops can be constructed of steel, stainless steel or aluminum angle having minimum dimensions of 3" x 3" x 1/4" and shall be approximately 6" to 12" long. These brackets must incorporate rubber isolating pads with a minimum thickness of 1/4" inch and a hardness of 60 durometer affixed on the underside of the angle. The angle should then be bolted to the body side walls of the vehicle while extending down to rest on the top outside edge of the upper side wall of the tank.

Hose beds floors must be so designed that the floor slat supports extend full width from side wall to side wall and are not permitted to drop off the edge of the tank or in any way come in contact with the individual covers where a puncture could occur. Tank top must be capable of supporting loads up to 200 lbs per sq. foot when evenly distributed. Other equipment such as generators, portable pumps, etc. must not be mounted directly to the tank top unless provisions have been designed into the tank for that purpose. The tank shall be completely removable without disturbing or dismantling the apparatus structure.

Attachment: Roenbauer 2000 Gal. WT Quote & Specs. (RES-2022-170 : Approve Budget Action Transferring Funds Within the Fleet

The water tank shall be certified for the capacity of the water tank prior to delivery of the apparatus. This capacity shall be recorded on the manufacturer's record of construction and the certification shall be provided to the purchaser when the apparatus is delivered.

DIRECT TANK FILL

One (1) 2-1/2" diameter direct tank fill inlet shall be provided, including a 2-1/2" female NH swivel, plug and screen.

The valve shall be located and controlled on the right side rear of body.

The valve shall be an Akron 8000 Series two and one half-inch (2-1/2") valve with a stainless ball.

The valve shall be equipped with one (1) manually operated, swing-type manual control located adjacent the intake. The valve shall be equipped with a color-coded name plate.

The direct tank fill inlet shall include a 2-1/2" female NH swivel, plug and screen.

QUICK DUMP - REAR

One (1) Newton 10" quick dump valve shall be provided and externally mounted. The location shall be at the center rear of the apparatus.

One (1) manual operated lever control shall be used to open and close the rear dump valve.

The Newton dump valve installed on the water tank shall be painted grey.

One (1) aluminum flip down chute shall be provided with the apparatus. The chute shall be constructed of .125" smooth aluminum sheet metal and be installed on the rear quick dump with stainless steel fasteners.

HOSEBED

HOSEBED SINGLE AXLE

The hose bed compartment deck shall be constructed entirely from maintenance-free, extruded aluminum slats. The slats shall have an anodized, radiused ribbed top surface. The slats shall be of widths approximately 3/4" high x 6" wide and shall be welded into a one-piece grid system to prevent the accumulation of water and allow ventilation to assist in drying hose.

The apparatus hose body shall be properly reinforced without the use of angles or structural shapes

Attachment: Roenbauer 2000 Gal. WT Quote & Specs. (RES-2022-170 : Approve Budget Action Transferring Funds Within the Fleet

and free from all projections that might injure the fire hose.

The main apparatus hose body shall run the full length of the apparatus body from behind the pump panel area to the rear face of the body.

The upper rear interior of the hose body on the right and left sides shall be overlaid with brushed stainless steel to protect the painted surface from damage by hose couplings.

HOSE BED STORAGE CAPACITY

The hose bed shall be designed to have a storage capacity for a minimum of 55 cubic feet of fire department supplied fire hose.
BODY CONSTRUCTION

MODULAR BODY

1/8" ALUMINUM BODY

The body shall be fabricated of aluminum extrusions, smooth aluminum sheet and aluminum treadplate.

The aluminum extrusion alloy shall be 6061 with a temper rating of T6, and have a tensile strength of 45,000 PSI and yield strength of 40,000 pounds. The aluminum extrusions shall 3" x 3" aluminum tubing, 1-3/4" x 3" aluminum tubing and 3" x 3" aluminum angle and specially designed extrusions, up to .250" wall thickness where applicable.

The smooth aluminum sheet material alloy shall be 5052 with a temper rating of H32, and have a tensile strength of 33,000 PSI and yield strength of 28,000 pounds.

The aluminum treadplate alloy shall be 3003 with a temper rating of H22, and have a tensile strength of 30,000 PSI and yield strength of 28,000 pounds.

The extrusions shall be designed as structural-framing members with the smooth aluminum and treadplate fabricated to form compartments, hosebeds, and floors. All aluminum material shall be welded together using the latest mig spray pulse arc welding system.

Compartment floors shall be of the sweep out design with the floor higher than the compartment door lip and to be water and dust proof. All compartments shall be made to the maximum practical dimensions to provide maximum storage capacity. To ensure maximum storage space, the apparatus shall be constructed without any void spaces between the body and the compartment walls. Double wall construction does not meet this requirement.

Attachment: Roenbauer 2000 Gal. WT Quote & Specs. (RES-2022-170 : Approve Budget Action Transferring Funds Within the Fleet

All exterior compartments shall have polished aluminum drip moldings installed above the doors where necessary to prevent water from entering the compartments.

Wheel well panels shall be formed aluminum that is welded in place. There shall be no visible bolt heads, retention nuts or fasteners on the exterior surface of the panel. To fully protect the wheel well area from road debris and to aid in cleaning, a full depth radius wheel well liner shall be provided. The frame side of the wheel well area on each side of the opening shall be attached to the frame side of the front and rear compartments. All seams on the frame side of the body shall be welded and caulked to prevent moisture from entering the compartments.

The rear wheel wells shall be radius cut for a streamlined appearance. A fenderette shall be furnished at each rear wheel well opening, held in place with stainless steel fasteners.

FASTENERS

All aluminum and stainless steel components shall be attached using stainless steel fasteners.

Compartment door hinges, handrails and running boards shall be attached using minimum 1/4" diameter machine bolt fasteners.

3/16" diameter fasteners shall only be used in nonstructural areas such as; door handles, trim moldings, gauge mounting, etc.

COMPARTMENT FLOORS

The compartment floors shall be constructed of smooth aluminum material, to match the compartment interior walls.

GALVANIZED SUB-FRAME

The apparatus body subframe shall be constructed entirely of heavy steel structural channel material.

Two full frame lengths, three-inch (3") 3.4 pound per foot longitudinal steel channels shall form the sides of the body subframe and sides of the water tank cradle. Subframe crossmembers shall be fabricated with three inch (3") 3.4 pound per foot heavy steel channel cross members welded to the longitudinal body subframe sides and the full length frame pads.

Two full frame length 1/2" x 3" flat steel frame pads shall be attached to the body subframe and rest on top of the chassis frame rails for proper frame weight distribution.

The steel frame pads, longitudinal steel channels and subframe crossmembers shall be attached to the chassis frame rails using heavy "U" bolt fasteners to allow removal of the subframe and

Attachment: Roenbauer 2000 Gal. WT Quote & Specs. (RES-2022-170 : Approve Budget Action Transferring Funds Within the Fleet

body assembly from the chassis. There shall be a barrier provided between the subframe and body to prevent electrolysis.

The rear subframe and lower body platform support members shall be of the "two piece" design, fabricated of 3.4 lb. Per foot heavy channel and welded to the full length subframe channel liners at the rear.

A minimum of two rear platform support channels shall be provided and constructed of 3.4 lb. Per foot heavy steel material. Each support channel shall have welded in gusset where the support meets the rear subframe rails.

After fabrication the entire subframe assembly shall be hot dip galvanized to prevent corrosion. The hot dip galvanized subframe shall have a lifetime warranty against failure due to corrosion.

This steel subframe shall carry the weight of the apparatus body, tank, water and equipment. This method of apparatus construction gives an excellent strength/weight ratio.

BODY CONFIGURATION

The aluminum apparatus body shall be up to 144" long, reference the drawing for actual body length.

SINGLE AXLE WHEEL AREA

For ease of accessibility and maintenance, wheel well panels shall be double break formed painted smooth plate that is welded in place.

To fully protect the wheel well area from road debris and to aid in cleaning, a full depth (minimum of 25") radius wheel well liner shall be provided. Wheel well liner shall be smooth aluminum to prevent corrosion.

FENDERETTES

The rear wheel wells shall be radius cut for a streamlined appearance. A polished aluminum fenderette shall be furnished at each rear wheel well opening, held in place with concealed stainless steel fasteners.

BODY WIDTH

The overall width of the pumper body shall not exceed 98".

COMPARTMENT DEPTH

The lower portion of the side compartments on the pumper body shall be 25" deep.

Attachment: Roenbauer 2000 Gal. WT Quote & Specs. (RES-2022-170 : Approve Budget Action Transferring Funds Within the Fleet

HOSEBED WIDTH

The width of the pumper body hosebed shall be 68".

COMPARTMENT HEIGHT

The left side body compartments shall be 33" high.

COMPARTMENT HEIGHT

The right side body compartments shall be 33" high.

HINGED COMPARTMENT FLUSH DOOR CONSTRUCTION

All hinged compartment doors shall be of the flush style so that the entire door fits flush against the apparatus body sides. Doors shall be designed, in the closed position, to have the painted edges protected from damage on the tops by forming the tread plate compartment tops into an extended drip edge and on the bottom by the rub rail.

Doors shall be a minimum 2" thick, fabricated of a minimum of 1/8" smooth aluminum. Full panel inner compartment door liners shall be provided and constructed from smooth aluminum. The compartment doors shall have a foam panel glued in place between the exterior and interior door skin. Exterior door panels shall be smooth with no welds visible on the exterior skin. Double door compartments shall be equipped with a secondary latch to hold the secondary door in position.

All compartment door hinges shall be full-length piano type constructed of a minimum 16-gauge type 304, stainless steel with 3/16" stainless steel hinge pin with dual directional bolt holes for ease of adjustment.

When horizontally hinged lift-up doors are specified, they shall be equipped with heavy-duty gas filled dampeners to hold the doors in the open position. All other hinged doors shall be equipped with spring loaded hold open devices specifically designed for use on vertically hinged doors. Door holders shall be bolted in position. The door ajar switches shall be fully enclosed within structural members and shall not extend into the clear door opening.

All compartment doors shall be provided with hollow core weather stripping to provide a weather tight seal at the door opening and to prevent road spray and debris from entering the compartment.

A non-moisture absorbing gasket shall be installed between the door latch and the door skin panel.

Attachment: Roenbauer 2000 Gal. WT Quote & Specs. (RES-2022-170 : Approve Budget Action Transferring Funds Within the Fleet

EXTERIOR DOOR LOCKS

All compartment doors shall be furnished with a large, keyed, locking solid STAINLESS STEEL spring loaded Maltese Cross D-handle with slam type latches. D-handles shall have the large style "bent" D-ring for ease of grabbing the handle even when wearing mitts or gloves. Chrome plated standard steel D-handles are not acceptable.

Door handles shall be held in place with four stainless steel stud fasteners secured on the interior of the door skin to eliminate bolt heads on the exterior latch ring. To prevent possible interaction between dissimilar metals, the studs shall not break any painted surface. A non-moisture absorbing gasket shall be installed between the door latch and the door skin panel.

Handles which are held in place with visible fasteners, two sided tape or glue do not meet the intent of this requirement.

LEFT FRONT COMPARTMENT

There shall be one (1) low compartment located ahead of the rear wheels. The compartment shall be equipped with a low double hinged doors.

The compartment shall be equipped with the following:

One (1) louver with filter shall be installed in the compartment.

ADJUSTABLE SHELVING TRACKS

The compartments shall be equipped with two (2) aluminum adjustable tracks, vertically mounted, that are bolted in place for adjustable shelving and equipment mounting.

ADJUSTABLE SHELF

One (1) adjustable shelf shall be constructed of .125" smooth aluminum plate with 1.5" formed vertical lip front & back. Shelf supports on each side to be constructed of .188" aluminum and bolted to an aluminum extrusion (mounted vertically) by use of 3/8" bolts and spring-loaded cam locks. If shelf is longer than 40" a reinforcement by aluminum gusset is to be placed full-length on bottom of shelf.

The shelf/tray shall be fitted with removable vinyl Turtle Tile matting. The matting shall be interlocking modules approximately 12" square by 1/2" thick. This material shall be resistant to heat, cold, ultra-violet radiation, mechanical impacts, chemical actions and is corrosion resistant.

The floor area of the compartment shall be fitted with removable vinyl Turtle Tile matting. The matting shall be interlocking modules approximately 12" square by 9/16" thick. This material shall be resistant to heat, cold, ultra-violet radiation, mechanical impacts, chemical actions and is

Attachment: Roenbauer 2000 Gal. WT Quote & Specs. (RES-2022-170 : Approve Budget Action Transferring Funds Within the Fleet

corrosion resistant.

COMPARTMENT LIGHTS

One (1) OnScene Solutions Access LED light shall be installed on one side of the door opening. The light stick shall be rated at 100,000 hours of service and shall be provided with a 5 year free replacement warranty. The light shall have a 5/8" LEXAN™ polycarbonate tube enclosure for severe duty applications.

The light stick shall be waterproof and be connectible via a jumper wire to add additional lights in series if required.

The compartment light will be controlled by an automatic "On-Off" switch located on each compartment door.

RIGHT FRONT COMPARTMENT

There shall be one (1) low compartment located ahead of the rear wheels. The compartment shall be equipped with a low double hinged doors.

The compartment shall be equipped with the following:

One (1) louver with filter shall be installed in the compartment.

ADJUSTABLE SHELVING TRACKS

The compartments shall be equipped with two (2) aluminum adjustable tracks, vertically mounted, that are bolted in place for adjustable shelving and equipment mounting.

ADJUSTABLE SHELF

One (1) adjustable shelf shall be constructed of .125" smooth aluminum plate with 1.5" formed vertical lip front & back. Shelf supports on each side to be constructed of .188" aluminum and bolted to an aluminum extrusion (mounted vertically) by use of 3/8" bolts and spring-loaded cam locks. If shelf is longer than 40" a reinforcement by aluminum gusset is to be placed full-length on bottom of shelf.

The shelf/tray shall be fitted with removable vinyl Turtle Tile matting. The matting shall be interlocking modules approximately 12" square by 1/2" thick. This material shall be resistant to heat, cold, ultra-violet radiation, mechanical impacts, chemical actions and is corrosion resistant.

Attachment: Roenbauer 2000 Gal. WT Quote & Specs. (RES-2022-170 : Approve Budget Action Transferring Funds Within the Fleet

COMPARTMENT DIVIDER

One (1) compartment divider constructed from 3/16" smooth aluminum material shall be installed. The divider shall be bolted in for ease of removal.

The floor area of the compartment shall be fitted with removable vinyl Turtle Tile matting. The matting shall be interlocking modules approximately 12" square by 9/16" thick. This material shall be resistant to heat, cold, ultra-violet radiation, mechanical impacts, chemical actions and is corrosion resistant.

COMPARTMENT LIGHTS

One (1) OnScene Solutions Access LED light shall be installed on one side of the door opening. The light stick shall be rated at 100,000 hours of service and shall be provided with a 5 year free replacement warranty. The light shall have a 5/8" LEXAN™ polycarbonate tube enclosure for severe duty applications.

The light stick shall be waterproof and be connectible via a jumper wire to add additional lights in series if required.

The compartment light will be controlled by an automatic "On-Off" switch located on each compartment door.

REAR BODY CONFIGURATION

The rear of the apparatus body shall be of the flat back design.

REAR COMPARTMENT

There shall be no compartment located on the rear of the body.

REAR STEP - 8" BOLT-ON

An 8" deep step surface shall be provided at the rear of the apparatus body, bolted in place and easily removable for replacement or repair. The tailboard shall be constructed of .188" aluminum diamond plate or equal non-slip surface in compliance with NFPA #1901 standards.

A label shall be provided warning personnel that riding on the rear step while the apparatus is in motion is prohibited.

HARD SUCTION MOUNTING

Two (2) horizontally mounted aluminum hard suction hose tray with velcro straps shall be provided above the left side body compartments.

Attachment: Roenbauer 2000 Gal. WT Quote & Specs. (RES-2022-170 : Approve Budget Action Transferring Funds Within the Fleet

SUCTION HOSE SOURCE

New suction hose shall be provided by the body builder.

PORTABLE WATER TANK MOUNTING SYSTEM

There shall be one (1) an enclosed folding tank storage area provided above the side compartments. A latching hinged door shall be provided on the rear of the high side compartment for access. The floor of the compartment shall have nylatron installed for smooth removal and storage.

The hinged door shall be constructed of smooth material, with chevron striping applied to match the rear of the apparatus body.

FOLDING TANK SOURCE

New folding tank shall be provided by the body builder.

FRONT BODY PROTECTION PANELS

Aluminum tread plate overlays and panels shall be installed on the front of the body compartment from the lower edge to the top of the compartment doors.

CATWALKS

Aluminum tread plate catwalks shall be installed on the top of the compartments.

REAR BODY PROTECTION PANELS

The rear body panels of the body shall be a smooth material, to allow for the proper application and installation of a "Chevron" stripe on the rear.

FOLDING STEPS LEFT SIDE REAR

Four (4) folding steps of die cast high-strength zinc/aluminum alloy, plated with a superior automotive grade chrome finish shall be provided. The greater than 42 sq. in. serrated non-skid step traction area also offers an oversized non-slip grasp hand-hold. A heavy duty stainless steel spring design firmly holds the step in the open or closed positions. A rubber stop prevents any transit noise and rattles in the closed position. Step lighting shall be from a LED light mounted above the step.

The step has been third part tested to assure conformation of NFPA 1901 and FHA, 49CFR specifications for stepping surfaces and handhold.

Attachment: Roenbauer 2000 Gal. WT Quote & Specs. (RES-2022-170 : Approve Budget Action Transferring Funds Within the Fleet

The steps shall be installed on the rear left side of the body.

HANDRAIL REAR STEP

Two (2) extruded aluminum non-slip handrails, approximately 30" in length, shall be provided and vertically mounted on the rear of the apparatus, one (1) on each side of the body.

HANDRAIL BELOW HOSEBED

One (1) extruded aluminum non-slip handrail, approximately 48" in length, shall be provided and horizontally mounted below the hosebed on the rear of the apparatus.

EXTRUDED ALUMINUM RUB RAILS

Full body length polished aluminum rub rails shall be bolted in place on the lower right and left body sides. The side rub rails shall be a heavy extruded aluminum "C" channel.

NYLON SPACERS FOR RUB RAILS

There shall be nylon spacers provided between the rub rail and the body. This shall allow wash out and replacement in the event of damage.

PAINT - LETTERING and STRIPING

BODY PAINT PROCESS

All bright metal fittings, if unavailable in stainless steel shall be heavily chrome plated. Iron fittings shall be copper plated prior to chrome plating. If applicable, any and all accessory times shall be removed from the body prior to cleaning and painting. Any accessory items that are to be painted, shall be painted separately and installed after the body is painted and cured.

All seams shall be caulked, both inside and along the exterior edges, with a urethane automotive sealant to prevent moisture from entering between any body panels.

The body and all parts shall be thoroughly washed with a grease cutting solvent (PPG CFX436) prior to any sanding. After the body has been sanded and the weld marks and minor imperfections are filled and sanded, the body shall be washed again with (PPG CFX436) to remove any contaminants on the surface.

The next two to four coats (depending on need) shall be a PPG DelFleet F4936 High Solids Epoxy Gray Primer. The film build shall be 4-6 mils when dry. The primer surfacer coat, after appropriate dry time, shall be sanded with 320-600 grit sandpaper to ensure maximum gloss of

Attachment: Roenbauer 2000 Gal. WT Quote & Specs. (RES-2022-170 : Approve Budget Action Transferring Funds Within the Fleet

the paint. The last step is the application of at least three coats of PPG DelFleet polyurethane FBC-color, the film build being 2-3 mils dry. Followed by three coats PPG DelFleet F3906 high build clear, the film build being 2-3 mils dry. This shall provide a UV barrier to prevent fading and chalking.

All products and technicians are certified by PPG every two (2) years.

APPARATUS COLOR

The apparatus shall be ____ in color.

INTERIOR COMPARTMENT FINISH

Six (6) apparatus side compartment interiors are to be painted with a spatter finish material. The compartments shall be cleaned with a grease remover, and then the surface sanded and prepared for painting. The compartment shall be provided with two (2) coats of white epoxy. The compartments are then coated with a splatter paint top coat.

TOUCH-UP PAINT

One (1) two (2) ounce bottle of touch-up paint shall be furnished with the completed truck at final delivery.

SIMULATED GOLD LEAF LETTERING

The lettering shall be applied in simulated gold leaf material, shaded in black and encapsulated in clear Mylar.

A quantity of fifty (50), four (4) inch letters are to be placed on the cab and on the body as directed by fire department.

REFLECTIVE STRIPING

A 1" x 4" x 1" wide 3M brand Scotchlite reflective multi-stripe shall be affixed to the perimeter of the vehicle. There shall be a 1" gap between each of the stripes. Striping shall conform to applicable NFPA requirements. At least 50% of the perimeter length of each side and width of the rear, and at least 25% of the perimeter width of the front of the vehicle shall have reflective striping.

COLOR OF STRIPING MATERIAL

The color of the 3M brand striping material shall be blue.

Attachment: Roenbauer 2000 Gal. WT Quote & Specs. (RES-2022-170 : Approve Budget Action Transferring Funds Within the Fleet

CHEVRON STRIPING

The inner rear portion of the body shall have 3M reflective red and yellow striping installed. The chevron style striping shall be applied at a 45-degree upward angle pointing towards the center upper portion of the rear panel.

YELLOW SAFETY TAPE - STANDING & WALKING SURFACES

The apparatus shall be NFPA standard 15.7.1.6 designating any horizontal standing or walking surface higher than 48-in (1220 mm) from the ground and not guarded by railing or structure at least 12-in (300 mm) high shall have at least a 1-in (25 mm) wide safety yellow line delineation that contrasts with the background to mark the outside perimeter of the designated standing or walking surface area, excluding steps and ladders.

LOOSE EQUIPMENT

WHEEL CHOCKS

Two (2) standard aluminum wheel chocks shall be provided.

SUCTION HOSE

Two (2) 4.0" x 10 foot length of PVC flexible suction hose shall be supplied. The suction hose shall have light weight couplings provided.

HOSE COUPLINGS

Light weight aluminum couplings shall be provided on the suction hose. A long handle female swivel shall be provided on one end and a rocker lug male shall be provided for the other end.

STRAINER

One (1) Kochek Model BS40 barrel strainer shall be provided. The strainer shall be constructed from aluminum with K-Brite finish and include a tie off loop on the end plate. The strainer shall be provided with a 4.0" NST female coupling.

FOLDING PORTABLE WATER TANK

One (1) 2100 gallon, 22 oz vinyl, portable water tank shall be provided. The tank shall include an aluminum support frame.

Attachment: Roenbauer 2000 Gal. WT Quote & Specs. (RES-2022-170 : Approve Budget Action Transferring Funds Within the Fleet

MISCELLANEOUS HARDWARE

Miscellaneous loose hardware consisting of bolts, nuts, washers, and screws shall be supplied with the apparatus at time of delivery.

WARRANTIES

BODY WARRANTY

We warrant each new motorized fire apparatus manufactured by ROSENBAUER AMERICA, LLC for a period of ONE YEAR from the date of delivery, except for chassis and other components noted herein.

Under this warranty we agree to furnish any parts to replace those that have failed due to defective material or workmanship where there is no indication of abuse, neglect, unusual or other than normal service providing that such parts are, at the option of ROSENBAUER AMERICA, LLC, made available for our inspection at our request, returned to our factory or other location designated by us with transportation prepaid within thirty days after the date of failure or within one year from the date of delivery of the apparatus to the original purchaser, whichever occurs first, and inspection indicates the failure was attributed to defective material or workmanship.

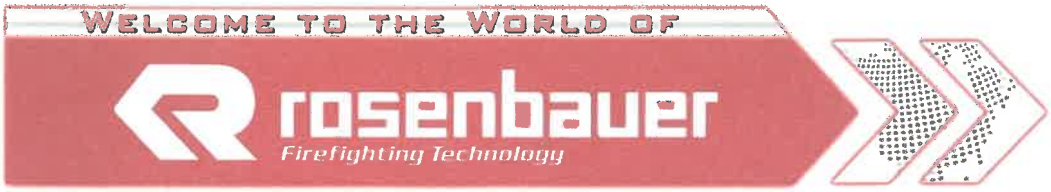
The warranty on the chassis and chassis supplied components, storage batteries, generators, electrical lamps and other devices subject to deterioration is limited to the warranty of the manufacturer thereof and adjustments for the same are to be made directly with the manufacturer by the customer.

This warranty will not apply to any fire apparatus that has been repaired or altered outside our factory in any way, which in our opinion might affect its stability or reliability.

This warranty shall not apply to those items that are usually considered normal maintenance and upkeep services: including, but not limited to, normal lubrication or proper adjustment of minor auxiliary pumps or reels.

This warranty is in lieu of all other warranties, expressed or implied, and all other obligations or liabilities on our part. We neither assume nor authorize any person to assume for us any liability in connection with the sales of our apparatus unless made in writing by ROSENBAUER AMERICA, LLC.

Attachment: Roenbauer 2000 Gal. WT Quote & Specs. (RES-2022-170 : Approve Budget Action Transferring Funds Within the Fleet



ALUMINUM BODY WARRANTY - FIVE YEAR

Rosenbauer America, LLC warrants to the original purchaser only, that the all aluminum body, fabricated by Rosenbauer America, LLC, under normal use and with reasonable maintenance, be structurally sound and will remain free from corrosion perforation for a period of FIVE (5) years.

This warranty does not apply to the following items that are covered by a separate warranty: paint finish, hardware, moldings, and other accessories attached to this body. In addition, this warranty does not apply to any part or accessory manufactured by others and attached to this body.

ROSENBAUER AMERICA, LLC MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE ALUMINUM BODY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND HEREBY DISCLAIMED.

Rosenbauer America, LLC will replace without charge, repair or make a fair allowance for any defect in material or workmanship demonstrated to its satisfaction to have existed at the time of delivery or not due to misuse, negligence, or accident. If Rosenbauer America, LLC elects to repair this body, the extent of such repair shall be determined solely by Rosenbauer America, LLC, and shall be performed solely at the Rosenbauer America, LLC factory, or at an approved facility. The expense of any transportation to or from such repair facility shall be borne by the purchaser and is not an item covered under this warranty.

Rosenbauer America, LLC will not be liable for damages and under no circumstances will its liability exceed the price for a defective body. The remedies set forth herein are exclusive and in substitution for all other remedies to which the purchaser would otherwise be entitled.

Rosenbauer America, LLC will be given a reasonable opportunity to investigate all claims. The purchaser must commence any action arising out of, based upon or relating to agreement or the breach hereof, within twelve months from the date the cause of the action occurred.

Note: Surety bond, if required, will cover standard one year warranty period only and will not cover any extended warranties allowed by seller or other component manufacturers.

GALVANIZED SUBFRAME WARRANTY

Subject to the provisions, limitations and conditions set forth in this warranty, Rosenbauer America, LLC (hereby referred to as "seller"), hereby warrants to each original purchaser only that each new hot dip galvanized body subframe (exclusive of paint finish and hardware) is structurally sound and free of all structural defects of both material and workmanship and further warrants that it will maintain such structural integrity for the duration of ownership by the original purchaser. This warranty terminates upon transfer of possession or ownership by original purchaser.

Attachment: Roenbauer 2000 Gal. WT Quote & Specs. (RES-2022-170 : Approve Budget Action Transferring Funds Within the Fleet

This warranty is conditioned upon normal use and reasonable maintenance of such subframe; prompt written notice of all defects to seller or one of the seller's then authorized dealers in the area; no repair or additions there to except by seller or authorized by it; said defect not resulting from misuse, negligence, accident, remount, overloading beyond applicable weight rating by customer or third parties. If any such conditions are not complied with, this warranty shall become void and unenforceable.

Should repairs become necessary under the terms or the warranty, the extent of that repair shall be determined solely by the seller and shall be performed solely at Rosenbauer America, LLC or a repair facility designated by the seller. The expense of any transportation to or from such repair facility shall be that of the purchaser and is not an item covered by this warranty.

Seller reserves the unrestricted right at any time from time to time to make changes in the design of and/or improvements on its products without thereby imposing any obligation on itself to make corresponding changes or improvements in or on its products theretofore manufactured.

EXCLUSIONS AND LIMITATIONS: THIS MANUFACTURER'S WARRANTY IS PROVIDED IN PLACE OF ANY AND ALL OTHER REPRESENTATIONS OR IMPLIED WARRANTIES. NO PERSON IS AUTHORIZED TO MAKE ANY REPRESENTATIONS OR WARRANTY ON BEHALF OF ROSENBAUER AMERICA, LLC OR ANY OF ITS DISTRIBUTORS OTHER THAN SET FORTH IN THIS MANUFACTURER'S WARRANTY. YOUR RIGHT TO SERVICE AND REPLACEMENT OF PARTS ON THE TERMS EXPRESSLY SET FORTH HERIN ARE YOUR EXCLUSIVE REMEDIES AND NEITHER THE MANUFACTURER NOR ANY OF ITS DISTRIBUTORS SHALL BE LIABLE FOR DAMAGES, WHETHER ORDINARY, INCIDENTAL OR CONSEQUENTIAL.

Note: Surety bond, if required, will cover standard one year warranty period only and will not cover any extended warranties allowed by seller or other component manufacturers.

PAINT WARRANTY FIVE YEAR

The PPG paint performance guarantee will cover the areas of the vehicle finished with the specified product for a period of FIVE (5) years beginning the day the vehicle is delivered to the purchaser.

The full apparatus body, manufactured and painted by Rosenbauer America, LLC, shall be covered for the following paint failures as outlined on the guarantee certificate:

- Peeling or delaminating of the topcoat and/or other layers of paint.
- Cracking or checking.
- Loss of gloss caused by cracking, checking, or hazing.
- Any paint failure caused by defective PPG Fleet Finishes, which are covered by this guarantee.

Attachment: Roenbauer 2000 Gal. WT Quote & Specs. (RES-2022-170 : Approve Budget Action Transferring Funds Within the Fleet

All guarantee exclusions, limitations, and methods of claims are covered in the full certificate provided to the original purchaser.

Note: Surety bond, if required, will cover standard one year warranty period only and will not cover any extended warranties allowed by seller or other component manufacturers.

LETTERING WARRANTY

Rosenbauer America, LLC warrants to the original purchaser only, that the lettering and striping, installed by Rosenbauer America, LLC, will remain free from defects for a period of one (1) year under normal use.

Rosenbauer America, LLC will replace without charge, repair or make a fair allowance for any defect in material or workmanship demonstrated to its satisfaction to have existed at the time of delivery or not due to misuse, negligence, or accident. If Rosenbauer America, LLC elects to repair this item, the extent of such repair shall be determined solely by Rosenbauer America, LLC, and shall be performed solely at the Rosenbauer America, LLC factory, or at an approved facility. The expense of any transportation to or from such repair facility shall be borne by the purchaser and is not an item covered under this warranty.

FIRE PUMP WARRANTY

A six (6) year warranty for the Darley fire pump shall be provided.

STAINLESS STEEL PLUMBING WARRANTY

The manufacturer shall provide a ten (10) year warranty on the stainless steel plumbing components and installation. The manufacturer shall supply details of their warranty information with their bid submission.

WATER TANK WARRANTY

UNITED PLASTIC FABRICATION INC. Warrants each UPF POLY-TANK IIE Booster/Foam tank to be free from manufacturing defects in material and workmanship for the service life of the vehicle (vehicle must be actively used in fire suppression). The UPF POLY-TANK IIE must be installed in accordance with the United Plastic Fabricating installation manual. Every UPF POLY-TANK IIE is thoroughly inspected and tested for leaks before leaving our facility. Should any problems develop with your UPF POLY-TANK IIE booster/foam tank and will not meet performance criteria during the service life of the vehicle, notify UPF in writing or call our TOLL FREE SERVICE HOT LINE 1-800-USA-POLY. Provide UPF with the serial number and a description of the problem. If the tank problem would render the truck out of service, UPF will dispatch a service technician WITHIN 48 HOURS (2 DAYS) to repair the tank. (This time period is for North America only). If the vehicle can

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remain in service, UPF will dispatch a service technician within a mutually agreed upon time period.

We will repair, or at our option, replace the tank with a new UPF POLY-Tank IIE. UPF will cover customary and reasonable costs to remove and install the UPF POLY-TANK IIE. This warranty will not cover tanks that have been improperly installed, misused or abused, and the serial number must not have, been altered, defaced or removed. UPF will not cover any unauthorized third party repairs or alterations. Any of these actions may void the warranty.

THERE ARE NO WARRANTIES, EXPRESSED OR IMPLIED, WHICH EXTEND BEYOND THE DESCRIPTION OF THE FACE HEREOF. THERE IS NO EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR A WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. ADDITIONALLY, THIS WARRANTY IS IN LIEU OF ALL OTHER OBLIGATIONS OR LIABILITIES ON THE PART OF UNITED PLASTIC FABRICATION, INC.

This warranty contains the entire warranty. It is the sole warranty and price agreements or representation, whether oral or written, are either merged herein or expressly cancelled. UNITED PLASTIC FABRICATION, INC. Neither assumes, nor authorizes any person supposing to act on its behalf, to change, nor assume for it, any warranty or liability concerning its product.

IN NO EVENT WILL UNITED PLASTIC FABRICATION, INC BE LIABLE FOR AN AMOUNT IN EXCESS OF THE PRESENT RETAIL, PURCHASE PRICE PLUS INSTALLATION AND REMOVAL COST OF THE BOOSTER TANK, FOR ANY LOSS OR DAMAGE, WHETHER DIRECT OR INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR OTHERWISE ARISING OUT OF FAILURE OF ITS PRODUCT.

This warranty gives you specific legal rights, and you may have other rights, which vary from state to state. Some states do not allow exclusion or limitation of incidental of incidental or consequential damage, so the above limitation or exclusion may not apply to you. Some states do not allow limitation on how long an implied warranty lasts, so the above limitation may not apply to you.

MISCELLANEOUS

BODY MANUAL - PRINTED WITH DIGITAL COPY

Rosenbauer shall provide with the vehicle upon delivery, one (1) complete delivery manual. This manual shall be in a notebook type binder, with reference tabs for each section of the vehicle. In addition to the printed material, a digital copy shall be provided.

Attachment: Roenbauer 2000 Gal. WT Quote & Specs. (RES-2022-170 : Approve Budget Action Transferring Funds Within the Fleet

Within each section shall be:

- Individual component manufacturer instruction and parts manuals
- Warranty forms for the body
- Warranty forms for all major components
- Warranty instructions and format to be used in compliance with warranty obligations
- Wiring diagrams
- Installation instruction and drawings for major parts
- Visual graphics and electronic photos for the installation of major parts
- Necessary normal routine service forms, publications and components of the body portion of the apparatus
- Technical publications for training and instruction on major body components
- Warning and safety related notices for personnel protection
- Cab and chassis manuals on parts, service and maintenance shall be provided

"ON-LINE" SERVICE MANUAL SUPPORT

As part of the standard delivery manual, **ROSENBAUER** shall give a password-protected link to the end user, allowing access to the manufacturers' database on service parts. The internet-based system shall allow the end user to access the major component supplier's service parts listing such as Hale, Waterous, Akron, etc. This shall be accomplished with simplistic point and click features on the manufacturer line item within the "stripper" or "line item sheet". This will include, automatic updates, printable schematics and manufacturer's web links and is available in the commercially available format of Adobe Acrobat Reader to access these documents. Rosenbauer America, LLC shall submit with the bid proposal, a sample set of on line Adobe formatted material that has been printed from the manufacturer's website.

Parts Listings within Manuals

The manuals will include cross-reference part numbers from the **ROSENBAUER** part number to the vendor parts. Example: **ROSENBAUER** Hydraulic Ladder Rack, Part #LR-MN-0002 cross-referenced to Ziamatic Corporation Part 098-MN2345. This will allow for reference between individual parts and complete installation assemblies as completed by the body builder. The manuals will list all components of the vehicle that includes a vendor part utilized in a complete installation via the manufacturer's "line item sheet" or "stripper" utilized to manufacture the completed vehicle. These are "As Built" and proposals with "typical" or "generic" manuals will be rejected.

Illustrative Schematics within Manuals

ROSENBAUER shall include installation diagrams and drawings of all major sub assemblies. This will include components such as hydraulic ladder rack assemblies, pump panels, tanks, fire pumps, etc. The drawings shall be linked via an Internet based service program, in an electronic

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format from the manufacturers "stripper" (line item listing) of the manufacturing document. **ROSENBAUER** shall submit, upon request, a sample schematic.

Digital Images within Manuals

In addition to two and three-dimensional installation drawings, **ROSENBAUER** shall make accessible, via an internet based link, the actual photos of the installed components listed within the "stripper" or line sheet. This will include, but not limited to wiring terminals, main body distribution strips, fire pump shifting, auxiliary components, etc. **ROSENBAUER** shall submit a sample of these upon request.

Installation Instructions within Manuals

ROSENBAUER "work instructions" or "installation instructions" shall be included with the service manuals. These documents shall be accessible via a web-based link to the individual vehicle manufactured. The work instructions shall give systematic instructions of the component installation process. **ROSENBAUER** shall submit, upon request, a sample set of instructions.

Automatic Updates of Manuals and Parts Listings

The online manuals will include automatic updates that are accessible via the web link. When clicking on the part within the manufacturer's stripper or line sheet, it will allow the end user to access the component manufacturer website for updated information. This will allow for latest parts and service components from the individual part manufacturer or vendor.

Electrical Schematics

To maintain the vehicles electrical systems, the manufacturer shall provide to the purchaser the instructional manuals, complete electrical information and schematics on the vehicle. The electrical information shall be provided as follows:

Wiring Systems 12 and 120 Volt:

- Graphic symbols for electrical diagrams.
- Wire labeling, imprinting codes and index.
- Computer generated electrical schematics indicating the circuit number, wire size, switches, circuit breaker and terminals on the vehicle.

ROSENBAUER shall submit, upon request, a sample set of diagrams.

Attachment: Roenbauer 2000 Gal. WT Quote & Specs. (RES-2022-170 : Approve Budget Action Transferring Funds Within the Fleet

IN PROCESS PHOTOS

There shall be a series of photos provided as the apparatus progresses through the production process. There will be a minimum of four (4) photos per interval and a total of six intervals, one (1) upon chassis arrival, four (4) during construction and one (1) upon completion.

CONTRACT CHANGE NOTICE

The quoted delivery time is based upon our receipt of the specified materials required to produce the apparatus in a timely manner. "Delivery" means the date company is prepared to make physical possession of vehicle available to customer.

The Company shall not be responsible nor deemed to be in default on account of delays in performance due to causes which are beyond the Company's control which make the Company's performance impracticable, including but not limited to civil wars, insurrections, strikes, riots, fires, storms, floods, other acts of nature, explosions, earthquakes, accidents, any act of government, delays in transportation, inability to obtain necessary labor supplies or manufacturing facilities, allocation regulations or orders affecting materials, equipment, facilities or completed products, failure to obtain any required license or certificates, acts of God or the public enemy or terrorism, failure of transportation, epidemics, quarantine restrictions, failure of vendors (due to causes similar to those within the scope of this clause) to perform their contracts or labor troubles causing cessation, slowdown, or interruption of work.

After execution and acceptance of this Purchase Process, the Buyer may request that the Company incorporate a change to the Products or the Specifications for the Products by delivering a Change Order to the Company; provided, however, that any such Change Order must be in writing and include a description of the proposed change sufficient to permit the Company to evaluate the feasibility of such Change Order. Within seven (7) working days of receipt of a Change Order, the Company will inform the Buyer in writing of the feasibility of the Change Order, the earliest possible implementation date for the Change Order, of any increase or decrease in the Purchase Price resulting from such Change Order, and of any effect on production scheduling or delivery resulting from such Change Order. The Company shall not be liable to the Buyer for any delay in performance or delivery arising from any such Change Order. Purchase Price may be modified only by mutual written agreement of the Parties because of changes to the Apparatus required or requested by the Buyer during the construction process pursuant to Appendix C, Change Order Policy. Any changes in the Purchase Price resulting from changes to the Apparatus required or requested by the Buyer during the construction process shall be stated in the Change Order signed by both parties. Additional Changes: If various state or federal regulatory agencies (e.g. NFPA, DOT, EPA) require changes to the specification and/or the product that result in a cost increase to comply therewith this cost will be added to the Purchase Price to be paid by the customer.

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FINANCIAL STABILITY SPECIFICATIONS

With high-profile instances of fire apparatus manufacturers encountering financial difficulties, it is imperative that fire departments be diligent in evaluating the financial position of the companies they solicit to build on their emergency response vehicles. A contract entered into with a company on shaky ground is a dangerous prospect, since conducting business with a manufacturer in such condition could open the department to monumental problems.

Take, for instance, the growing theme of manufacturers *requiring* as opposed to *offering* pre-payment and progressive payment options with a corresponding discount off the price of a vehicle. Such offers are made with an ulterior motive in mind, as it can be generally inferred that manufacturers requiring pre-payments and progressive payments do so because they need your cash *today* to fund production of other vehicles already in the backlog.

Should problems arise, as has been the case in situations too numerous to mention, your department risks losing any down payments already made or even the entire cost of a piece of equipment should certain pre-pay discount situations go awry.

While pre-payment discounts may be enticing, it is important to know just how stable the manufacturer seeking your funds is before you make that commitment. If you enter into one of these agreements and the manufacturer hits a rough patch, it is you that will be hurting, because your funds may not be recoverable. However, if you enter into a contract with a financially sound manufacturer, you will reap all of the benefits of a well-built truck at a lower cost. You may equally, by taking advantage of the time-value of money, be able to afford more truck than initially thought, because funds saved by leveraging pre-payment options could allow you get some added features that you might not necessarily have been able to afford.

With this in mind, it must be noted that Rosenbauer is a company with rock-solid financial stability. This is a statement not made lightly, as we can prove it to you. We can provide language that you can insert into your bid specifications that stipulates that in order for bids to be accepted by a fire department, the company bidding must meet several fiscal criteria.

The first criteria call for the successful bidder to meet a debt-to-equity ratio not exceeding a 2.0 rating. Rosenbauer presently stands at a 1.51 rating, which is well-below the accepted rating. This low number results from Rosenbauer owning more assets with a marginal debt service. This means we are not using lenders to fund our operations, nor our growth.

The second requirement is that the debt coverage ratio of the successful body builder exceeds a 100 rating. The higher the number, the better able a company is to meet its payment obligations with banks and creditors. Rosenbauer's number is at 279.6, which is nearly three times the required amount. The higher the debt coverage ratio, the easily and more fluidly a company is positioned to pay its monthly obligations and operating costs.

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The third criteria require that the equity ratio of the successful bidder must exceed .30 rating. A higher equity ratio indicates that the body builder has increased flexibility to meet its financial obligations which translates into greater financial stability. Rosenbauer currently has an equity ratio of .387 which is well above the accepted rating and an excellent indicator of financial strength.

When exploring and evaluating various manufacturers to consider for building your apparatus, there is little doubt you will find one that stands on as firmly a financial ground as Rosenbauer. While others are experiencing stressful issues that raise doubts as to the company's long-term viability, Rosenbauer continues to demonstrate a strengthening of its financial position in the apparatus manufacturing industry. Because Rosenbauer meets and exceeds all the above-stated financial bid requirements, we are best positioned to ensure customers of a strong relationship with the company, which cannot be claimed by most of our competitors in this volatile market.

The Rosenbauer America Dun and Bradstreet number is 02-447-3584. To acquire a Dun and Bradstreet report, telephone them at 1-800-234-3867 (in Canada 800-463-6362) or visit their web site address at www.dnb.com. Dun and Bradstreet is nationally-recognized, independent financial analysis company.

ELECTRONIC STABILITY CONTROL

Electronic stability control shall be supplied on the chassis.

ENGINEERING BLUEPRINTS

ROSENBAUER has submitted "proposal" blueprints which are "representative" of the vehicle being proposed and these have been generated on computer-aided-design (CAD) equipment.

The blueprints are provided as follows:

Sheet No. 1:	Left side exterior view
	Right side exterior view
	Rear exterior view

ROSENBAUER shall be provide construction drawings for approval prior to actual construction of the vehicle.

The design of the equipment is in accordance with the best engineering practices. The equipment design and accessory installation shall permit accessibility for use, maintenance and service. All components and assemblies shall be free of hazardous protrusions, sharp edges, cracks or other elements, which might cause injury to personnel or equipment.

All oil, hydraulic, and air tubing lines and electrical wiring shall be located in protective positions properly attached to the frame or body structure and shall have protective loom or

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grommets at each point where they pass through structural members, except where a through-frame connector is necessary.

Parts and components will be located or positioned for rapid and simple inspection and recognition of excessive wear or potential failure. Whenever functional layout of operating components determines that physical or visual interference between items cannot be avoided, the item predicted to require the most maintenance shall be located for best accessibility.

CHANGE ORDERS

To ensure the proper engineering and construction of the purchaser's custom fire apparatus in a timely manner, the contractor shall consider the order final and complete after any changes made during the pre-construction conference are mutually approved. Change orders requested after the pre-construction conference are discouraged. It shall be understood and agreed that any changes, if approved, after the order has been released to Engineering, shall constitute a valid cause for production delay and without penalty to the contractor.

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Prepared for:
Paul Hentges
ROSENBAUER AMERICA BB
100 3RD ST
LYONS, SD 57041
Phone: 605-543-5591

Prepared by:
Carolyn LeBeau
ISTATE TRUCK CENTER
2901 WEST 60TH STREET N.
SIOUX FALLS, SD 57107
Phone: 605-336-2995

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SPECIFICATION PROPOSAL

	Description	Weight Front	Weight Rear
Price Level			
	M2 PRL-26M (EFF:7/26/21)		
Data Version			
	SPECPRO21 DATA RELEASE VER 012		
Vehicle Configuration			
	M2 106 CONVENTIONAL CHASSIS	5,709	3,503
	2023 MODEL YEAR SPECIFIED		
	SET BACK AXLE - TRUCK		
	STRAIGHT TRUCK PROVISION		
	LH PRIMARY STEERING LOCATION		
General Service			
	TRUCK CONFIGURATION		
	DOMICILED, USA 50 STATES (INCLUDING CALIFORNIA AND CARB OPT-IN STATES)		
	FIRE SERVICE		
	EMERGENCY VEHICLES BUSINESS SEGMENT		
	LIQUID BULK COMMODITY		
	TERRAIN/DUTY: 100% (ALL) OF THE TIME, IN TRANSIT, IS SPENT ON PAVED ROADS		
	MAXIMUM 8% EXPECTED GRADE		
	SMOOTH CONCRETE OR ASPHALT PAVEMENT - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE		
	MEDIUM TRUCK WARRANTY		
	EXPECTED FRONT AXLE(S) LOAD : 16000.0 lbs		
	EXPECTED REAR DRIVE AXLE(S) LOAD : 27000.0 lbs		
	EXPECTED GROSS VEHICLE WEIGHT CAPACITY : 43000.0 lbs		

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	Description	Weight Front	Weight Rear
Truck Service			
	FIRE TANK - NO MAIN DRIVELINE DRIVEN SPLIT-SHAFT PTO/PUMP		
	EXPECTED TRUCK BODY LENGTH : 0.0 ft		
	ROSENBAUER		
	EXPECTED BODY/PAYLOAD CG HEIGHT ABOVE FRAME "XX" INCHES : 32.0 in		
Engine			
	CUM L9 360EV HP @ 2200 RPM, 2200 GOV RPM, 1150 LB-FT @ 1200 RPM, R/F/E	640	30
Electronic Parameters			
	65 MPH ROAD SPEED LIMIT		
	CRUISE CONTROL SPEED LIMIT SAME AS ROAD SPEED LIMIT		
	PTO MODE ENGINE RPM LIMIT - 1100 RPM		
	PTO MODE BRAKE OVERRIDE - SERVICE BRAKE APPLIED		
	PTO RPM WITH CRUISE SET SWITCH - 700 RPM		
	PTO RPM WITH CRUISE RESUME SWITCH - 800 RPM		
	PTO MODE CANCEL VEHICLE SPEED - 5 MPH		
	PTO GOVERNOR RAMP RATE - 250 RPM PER SECOND		
	FUEL DOSING OF AFTERTREATMENT ENABLED IN PTO MODE-CLEANS HYDROCARBONS AT HIGH TEMPERATURES ONLY		
	PTO MINIMUM RPM - 700		
	REGEN INHIBIT SPEED THRESHOLD - 5 MPH		
Engine Equipment			
	2016 ONBOARD DIAGNOSTICS/2010 EPA/CARB/GHG21 CONFIGURATION		
	2008 CARB EMISSION CERTIFICATION - EXEMPTED VEHICLE; NO CLEAN IDLE LABEL REQUIRED		
	OIL PAN FOR AWD AND AWD CONVERSIONS		
	ENGINE MOUNTED OIL CHECK AND FILL		
	SIDE OF HOOD AIR INTAKE WITH NFPA COMPLIANT EMBER SCREEN AND FIRE RETARDANT DONALDSON AIR CLEANER		
	DR 12V 275 AMP 40-SI BRUSHLESS PAD ALTERNATOR WITH REMOTE BATTERY VOLTAGE SENSE	10	

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Description	Weight Front	Weight Rear
(2) DTNA GENUINE, FLOODED STARTING, MIN 2000CCA, 370RC, THREADED STUD BATTERIES	10	
BATTERY BOX FRAME MOUNTED		
STANDARD BATTERY JUMPERS		
SINGLE BATTERY BOX FRAME MOUNTED LH SIDE UNDER CAB		
WIRE GROUND RETURN FOR BATTERY CABLES WITH ADDITIONAL FRAME GROUND RETURN		
NON-POLISHED BATTERY BOX COVER		
POSITIVE LOAD DISCONNECT WITH CAB MOUNTED CONTROL SWITCH MOUNTED OUTBOARD DRIVER SEAT	10	
CUMMINS TURBOCHARGED 18.7 CFM AIR COMPRESSOR WITH INTERNAL SAFETY VALVE		
STANDARD MECHANICAL AIR COMPRESSOR GOVERNOR		
AIR COMPRESSOR DISCHARGE LINE		
GVG, FIRE AND EMERGENCY SERVICE VEHICLES ENGINE WARNING		
C-BRAKE BY JACOBS WITH HIGH MED LOW BRAKE WITH BRAKE LAMPS	80	
RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE	30	25
ENGINE AFTERTREATMENT DEVICE, AUTOMATIC OVER THE ROAD ACTIVE REGENERATION AND DASH MOUNTED SINGLE REGENERATION REQUEST/INHIBIT SWITCH		
11 FOOT 06 INCH (138 INCH+0/-5.9 INCH) EXHAUST SYSTEM HEIGHT		
STANDARD CURVE BRIGHT UPPER STACK(S)		
RH CURVED VERTICAL TAILPIPE B-PILLAR MOUNTED ROUTED FROM STEP		
6 GALLON DIESEL EXHAUST FLUID TANK		
100 PERCENT DIESEL EXHAUST FLUID FILL		
LH MEDIUM DUTY STANDARD DIESEL EXHAUST FLUID TANK LOCATION		
STANDARD DIESEL EXHAUST FLUID PUMP MOUNTING		
STANDARD DIESEL EXHAUST FLUID TANK CAP		
STAINLESS STEEL AFTERTREATMENT DEVICE/MUFFLER/TAILPIPE SHIELD		
HORTON DRIVEMASTER ADVANTAGE ON/OFF FAN DRIVE		

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	Description	Weight Front	Weight Rear
	AUTOMATIC FAN CONTROL WITH DASH SWITCH AND INDICATOR LIGHT, NON ENGINE MOUNTED		
	CUMMINS SPIN ON FUEL FILTER		
	COMBINATION FULL FLOW/BYPASS OIL FILTER		
	1100 SQUARE INCH ALUMINUM RADIATOR	70	
	ANTIFREEZE TO -60F, ETHYLENE GLYCOL PRE-CHARGED SCA HEAVY DUTY COOLANT		
	GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT		
	CONSTANT TENSION HOSE CLAMPS FOR COOLANT HOSES		
	AUXILIARY ENGINE COOLING USING WATER FROM FIRE PUMP	10	
	LOWER RADIATOR GUARD		
	ALUMINUM FLYWHEEL HOUSING		
	ELECTRIC GRID AIR INTAKE WARMER		
	DELCO 12V 38MT HD STARTER WITH INTEGRATED MAGNETIC SWITCH		
Transmission			
	ALLISON 3000 EVS AUTOMATIC TRANSMISSION WITH PTO PROVISION	200	60
Transmission Equipment			
	ALLISON VOCATIONAL PACKAGE 198 - AVAILABLE ON 3000/4000 PRODUCT FAMILIES WITH VOCATIONAL MODEL EVS		
	ALLISON VOCATIONAL RATING FOR FIRE TRUCK/EMERGENCY VEHICLE APPLICATIONS AVAILABLE WITH ALL PRODUCT FAMILIES		
	PRIMARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY		
	SECONDARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY		
	PRIMARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
	SECONDARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
	PRIMARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		

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	Description	Weight Front	Weight Rear
	SECONDARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
	ENGINE BRAKE RANGE PRESELECT RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
	ENGINE BRAKE RANGE ALTERNATE PRESELECT RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
	FUEL SENSE 2.0 DISABLED - PERFORMANCE - TABLE BASED		
	DRIVER SWITCH INPUT - DEFAULT - NO SWITCHES		
	VEHICLE INTERFACE WIRING CONNECTOR WITHOUT BLUNT CUTS, AT END OF FRAME		
	ELECTRONIC TRANSMISSION CUSTOMER ACCESS CONNECTOR FIREWALL MOUNTED		
	(2) CUSTOMER INSTALLED MUNCIE CS10 SERIES PTO'S		
	PTO MOUNTING, LH SIDE AND TOP RH SIDE OF MAIN TRANSMISSION		
	MAGNETIC PLUGS, ENGINE DRAIN, TRANSMISSION DRAIN, AXLE(S) FILL AND DRAIN		
	PUSH BUTTON ELECTRONIC SHIFT CONTROL DASH MOUNTED IN RG PANEL WITH NO SWITCHES OR GAUGES MOUNTED ABOVE SHIFTER		
	TRANSMISSION PROGNOSTICS - ENABLED 2013		
	WATER TO OIL TRANSMISSION COOLER, IN RADIATOR END TANK		
	MERITOR MTC-4210 AND MTC-4213 TRANSFER CASE OIL COOLER	20	
	TRANSMISSION OIL CHECK AND FILL WITH ELECTRONIC OIL LEVEL CHECK		
	MERITOR MTC 4213X 2-SPEED TRANSFER CASE	375	375
	TRANSFER CASE SHIFT CONTROLS WITH TRANSFER CASE PTO ON/OFF SWITCH WHEN APPLICABLE		
	SYNTHETIC TRANSMISSION FLUID (TES-295 COMPLIANT)		
Front Axle and Equipment			
	MX-16-120 16,000# 1790MM KPI SINGLE FRONT DRIVE AXLE	1,310	380
	5.57 FRONT AXLE RATIO		

Attachment: Roenbauer 2000 Gal. WT Quote & Specs. (RES-2022-170 : Approve Budget Action Transferring Funds Within the Fleet

Prepared for:
Paul Hentges
ROSENBAUER AMERICA BB
100 3RD ST
LYONS, SD 57041
Phone: 605-543-5591

Prepared by:
Carolyn LeBeau
ISTATE TRUCK CENTER
2901 WEST 60TH STREET N.
SIOUX FALLS, SD 57107
Phone: 605-336-2995

	Description	Weight Front	Weight Rear
	MXL 16T MERITOR EXTENDED LUBE FRONT STEERING AXLE DRIVELINE WITH HALF ROUND YOKES		
	MERITOR 16.5X6 Q+ MX DRIVE AXLE CAST SPIDER CAM FRONT BRAKES		
	FIRE AND EMERGENCY SEVERE SERVICE, NON-ASBESTOS FRONT LINING		
	MERITOR CAST IRON FRONT BRAKE DRUMS		
	FRONT BRAKE DUST SHIELDS		
	FRONT GREASE SEAL		
	STANDARD SPINDLE NUTS FOR ALL AXLES		
	MERITOR AUTOMATIC FRONT SLACK ADJUSTERS		
	TRW TAS-85 POWER STEERING	40	
	POWER STEERING PUMP		
	2 QUART SEE THROUGH POWER STEERING RESERVOIR		
	CURRENT AVAILABLE SYNTHETIC 75W-90 FRONT AXLE LUBE		
Front Suspension			
	16,000# TAPERLEAF FRONT SUSPENSION	200	
	MAINTENANCE FREE RUBBER BUSHINGS - FRONT SUSPENSION		
	FRONT SHOCK ABSORBERS		
Rear Axle and Equipment			
	RS-25-160 27,000# R-SERIES FIRE/EMERGENCY SERVICE SINGLE REAR AXLE		230
	5.63 REAR AXLE RATIO		
	IRON REAR AXLE CARRIER WITH STANDARD AXLE HOUSING		
	MXL 17T MERITOR EXTENDED LUBE MAIN DRIVELINE WITH HALF ROUND YOKES		
	MXL 17T MERITOR EXTENDED LUBE INTERTRANSMISSION DRIVELINE WITH HALF ROUND YOKES		
	MERITOR 16.5X7 P CAST SPIDER CAM REAR BRAKES, DOUBLE ANCHOR, CAST SHOES		20
	FIRE AND EMERGENCY SEVERE SERVICE NON-ASBESTOS REAR BRAKE LINING		
	BRAKE CAMS AND CHAMBERS ON FORWARD SIDE OF DRIVE AXLE(S)		
	WEBB HEAVY WEIGHT CAST IRON REAR BRAKE DRUMS		80
	REAR BRAKE DUST SHIELDS		5

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LYONS, SD 57041
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ISTATE TRUCK CENTER
2901 WEST 60TH STREET N.
SIOUX FALLS, SD 57107
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	Description	Weight Front	Weight Rear
	REAR OIL SEALS		
	HALDEX GOLDSEAL LONGSTROKE 1-DRIVE AXLE SPRING PARKING CHAMBERS		
	HALDEX AUTOMATIC REAR SLACK ADJUSTERS		
	CURRENT AVAILABLE SYNTHETIC 75W-90 REAR AXLE LUBE		
Rear Suspension			
	27,000# FLAT LEAF SPRING REAR SUSPENSION WITH HELPER AND RADIUS ROD FOR FIRE/EMERGENCY SERVICE		170
	SPRING SUSPENSION - NO AXLE SPACERS		
	STANDARD AXLE SEATS IN AXLE CLAMP GROUP		
	FORE/AFT CONTROL RODS		
Brake System			
	AIR BRAKE PACKAGE		
	WABCO 4S/4M ABS WITH TRACTION CONTROL		
	REINFORCED NYLON, FABRIC BRAID AND WIRE BRAID CHASSIS AIR LINES		
	FIBER BRAID PARKING BRAKE HOSE		
	STANDARD BRAKE SYSTEM VALVES		
	STANDARD AIR SYSTEM PRESSURE PROTECTION SYSTEM		
	STD U.S. FRONT BRAKE VALVE		
	RELAY VALVE WITH 5-8 PSI CRACK PRESSURE, NO REAR PROPORTIONING VALVE		
	BW AD-9 BRAKE LINE AIR DRYER WITH HEATER	20	
	AIR DRYER MOUNTED INBOARD ON LH RAIL		
	STEEL AIR TANKS MOUNTED AFT INSIDE AND/OR BELOW FRAME JUST FORWARD OF REAR SUSPENSION, NO TRIPLE OR TORPEDO TANKS		
	CLEAR FRAME RAILS FROM BACK OF CAB TO FRONT REAR SUSPENSION BRACKET, BOTH RAILS OUTBOARD		
	BW DV-2 AUTO DRAIN VALVE WITHOUT HEATER ON ALL TANK(S)		
Trailer Connections			
	UPGRADED CHASSIS MULTIPLEXING UNIT		
	UPGRADED BULKHEAD MULTIPLEXING UNIT		
Wheelbase & Frame			
	5250MM (207 INCH) WHEELBASE		

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ROSENBAUER AMERICA BB
100 3RD ST
LYONS, SD 57041
Phone: 605-543-5591

Prepared by:
Carolyn LeBeau
ISTATE TRUCK CENTER
2901 WEST 60TH STREET N.
SIOUX FALLS, SD 57107
Phone: 605-336-2995

	Description	Weight Front	Weight Rear
	11/32X3-1/2X10-15/16 INCH STEEL FRAME (8.73MMX277.8MM/0.344X10.94 INCH) 120KSI	170	110
	1900MM (75 INCH) REAR FRAME OVERHANG		
	FRAME OVERHANG RANGE: 71 INCH TO 80 INCH	-20	90
	CALC'D BACK OF CAB TO REAR SUSP C/L (CA) : 141.14 in		
	CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 136.64 in		
	CALC'D FRAME LENGTH - OVERALL : 310.88		
	CALCULATED FRAME SPACE LH SIDE : 106.43 in		
	CALCULATED FRAME SPACE RH SIDE : 169.09 in		
	CALC'D SPACE AVAILABLE FOR DECKPLATE : 135.45 in		
	SQUARE END OF FRAME		
	FRONT CLOSING CROSSMEMBER		
	LIGHTWEIGHT HEAVY DUTY ALUMINUM ENGINE CROSSMEMBER	-12	
	STANDARD CROSSMEMBER BACK OF TRANSMISSION		
	STANDARD MIDSHIP #1 CROSSMEMBER(S)		
	STANDARD REARMOST CROSSMEMBER		
	STANDARD SUSPENSION CROSSMEMBER		
Chassis Equipment			
	THREE-PIECE 14 INCH PAINTED STEEL BUMPER WITH COLLAPSIBLE ENDS	30	
	FRONT TOW HOOKS - FRAME MOUNTED	15	
	BUMPER MOUNTING FOR SINGLE LICENSE PLATE		
	FENDER AND FRONT OF HOOD MOUNTED FRONT MUDFLAPS		
	GRADE 8 THREADED HEX HEADED FRAME FASTENERS		
	TANK BODY 1501 TO 3000 GALLONS		
Fuel Tanks			
	50 GALLON/189 LITER SHORT RECTANGULAR ALUMINUM FUEL TANK - LH	20	
	RECTANGULAR FUEL TANK(S)		
	PLAIN ALUMINUM/PAINTED STEEL FUEL/HYDRAULIC TANK(S) WITH PAINTED BANDS		
	FUEL TANK(S) FORWARD		

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ROSENBAUER AMERICA BB
100 3RD ST
LYONS, SD 57041
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Carolyn LeBeau
ISTATE TRUCK CENTER
2901 WEST 60TH STREET N.
SIOUX FALLS, SD 57107
Phone: 605-336-2995

	Description	Weight Front	Weight Rear
	PLAIN STEP FINISH		
	FUEL TANK CAP(S)		
	DETROIT FUEL/WATER SEPARATOR WITH WATER IN FUEL SENSOR	-5	
	EQUIFLO INBOARD FUEL SYSTEM		
	HIGH TEMPERATURE REINFORCED NYLON FUEL LINE		
	FUEL COOLER MOUNTED LEFT HAND IN RAIL	10	
Tires			
	MICHELIN XDN2 GRIP 315/80R22.5 20 PLY RADIAL FRONT TIRES	116	
	MICHELIN XDN2 GRIP 315/80R22.5 20 PLY RADIAL REAR TIRES		240
Hubs			
	MERITOR IRON FRONT HUBS		
	CONMET PRESET PLUS PREMIUM IRON REAR HUBS		
Wheels			
	ALCOA ULTRA ONE 89U64X 22.5X9.00 10-HUB PILOT 5.99 INSET ALUMINUM FRONT WHEELS	-28	
	ALCOA ULTRA ONE 89U64X 22.5X9.00 10-HUB PILOT 5.99 INSET ALUMINUM REAR WHEELS		-56
	POLISHED FRONT WHEELS; OUTSIDE ONLY		
	POLISHED REAR WHEELS; OUTSIDE OF OUTER WHEELS ONLY		
	FRONT WHEEL MOUNTING NUTS		
	REAR WHEEL MOUNTING NUTS		
	NO PUSHER/TAG WHEEL MOUNTING NUTS		
Cab Exterior			
	106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB		
	AIR CAB MOUNTING		
	LH AND RH EXTERIOR GRAB HANDLES WITH SINGLE RUBBER INSERT		
	HOOD MOUNTED CHROMED PLASTIC GRILLE		
	CHROME HOOD MOUNTED AIR INTAKE GRILLE		
	FIBERGLASS HOOD		
	HOOD LINER, ADDED FIREWALL AND FLOOR HEAT INSULATION	5	
	SINGLE ELECTRIC HORN		
	ALL UNIT(S) KEYED ALIKE WITH CUSTOMER SPECIFIED KEY NUMBER FT1031		

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Paul Hentges
ROSENBAUER AMERICA BB
100 3RD ST
LYONS, SD 57041
Phone: 605-543-5591

Prepared by:
Carolyn LeBeau
ISTATE TRUCK CENTER
2901 WEST 60TH STREET N.
SIOUX FALLS, SD 57107
Phone: 605-336-2995

	Description	Weight Front	Weight Rear
	KEY QUANTITY OF 2		
	REAR LICENSE PLATE MOUNT END OF FRAME		
	INTEGRAL HEADLIGHTS WITH CHROME BEZELS; NON-COMPLIANT WITH FMVSS 108 HEADLIGHT HEIGHT REQUIREMENT		
	LED AERODYNAMIC MARKER LIGHTS		
	DAYTIME RUNNING LIGHTS		
	OMIT STOP/TAIL/BACKUP LIGHTS AND PROVIDE WIRING WITH SEPARATE STOP/TURN WIRES TO 4 FEET BEYOND END OF FRAME		-5
	STANDARD FRONT TURN SIGNAL LAMPS		
	AUTOMATIC ON/OFF, ENGINE COMPARTMENT, HOOD ACTIVATED WORK LIGHT WITH MANUAL OVERRIDE	1	
	DUAL WEST COAST BRIGHT FINISH HEATED MIRRORS WITH LH AND RH REMOTE		
	DOOR MOUNTED MIRRORS		
	102 INCH EQUIPMENT WIDTH		
	LH AND RH 8 INCH BRIGHT FINISH CONVEX MIRRORS MOUNTED UNDER PRIMARY MIRRORS		
	STANDARD SIDE/REAR REFLECTORS		
	ELECTRIC HORN WARNING SYSTEM FOR PARK BRAKE NOT SET WITH DOOR OPEN AND ALL IGNITION KEY POSITIONS		
	63X14 INCH TINTED REAR WINDOW		
	TINTED DOOR GLASS LH AND RH WITH TINTED NON-OPERATING WING WINDOWS		
	MANUAL DOOR WINDOW REGULATORS		
	1-PIECE ROPED-IN SOLAR GREEN GLASS WINDSHIELD		
	2 GALLON WINDSHIELD WASHER RESERVOIR WITHOUT FLUID LEVEL INDICATOR, FRAME MOUNTED		
Cab Interior			
	OPAL GRAY VINYL INTERIOR		
	MOLDED PLASTIC DOOR PANEL		
	MOLDED PLASTIC DOOR PANEL		
	BLACK MATS WITH SINGLE INSULATION		
	FORWARD ROOF MOUNTED CONSOLE WITH UPPER STORAGE COMPARTMENTS WITHOUT NETTING		
	IN DASH STORAGE BIN		
	(2) CUP HOLDERS LH AND RH DASH		

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100 3RD ST
LYONS, SD 57041
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ISTATE TRUCK CENTER
2901 WEST 60TH STREET N.
SIOUX FALLS, SD 57107
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	Description	Weight Front	Weight Rear
	GRAY/CHARCOAL FLAT DASH		
	5 LB. FIRE EXTINGUISHER	10	
	HEATER, DEFROSTER AND AIR CONDITIONER		
	STANDARD HVAC DUCTING		
	MAIN HVAC CONTROLS WITH RECIRCULATION SWITCH		
	STANDARD HEATER PLUMBING		
	VALEO HEAVY DUTY A/C REFRIGERANT COMPRESSOR		
	BINARY CONTROL, R-134A		
	PREMIUM INSULATION		
	SOLID-STATE CIRCUIT PROTECTION AND FUSES		
	12V NEGATIVE GROUND ELECTRICAL SYSTEM		
	DOME DOOR ACTIVATED LH AND RH, DUAL READING LIGHTS, FORWARD CAB ROOF		
	CAB DOOR LATCHES WITH MANUAL DOOR LOCKS		
	(1) 12V POWER SUPPLY (1) DUAL 2.1 AMP USB CHARGER IN DASH		
	TRIANGULAR REFLECTORS KIT WITHOUT FLARES SHIPPED LOOSE IN CAB	10	
	SEATS INC 911 UNIVERSAL SERIES HIGH BACK AIR SUSPENSION DRIVER SEAT WITH NFPA 1901-2009/2016 COMPLIANT SEAT SENSOR	50	
	SEATS INC 911 2 MAN MID BACK NON SUSPENSION PASSENGER SEAT WITH NFPA 2009 COMPLIANT SEAT SENSORS	105	50
	LH AND RH INTEGRAL DOOR PANEL ARMRESTS		
	BLACK CORDURA PLUS CLOTH DRIVER SEAT COVER		
	BLACK CORDURA PLUS CLOTH PASSENGER SEAT COVER		
	NFPA 1901-2009 HIGH VISIBILITY ORANGE SEAT BELTS		
	ADJUSTABLE TILT AND TELESCOPING STEERING COLUMN	10	
	4-SPOKE 18 INCH (450MM) STEERING WHEEL		
	DRIVER AND PASSENGER INTERIOR SUN VISORS		
Instruments & Controls			
	GRAY DRIVER INSTRUMENT PANEL		
	GRAY CENTER INSTRUMENT PANEL		

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ROSENBAUER AMERICA BB
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LYONS, SD 57041
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ISTATE TRUCK CENTER
2901 WEST 60TH STREET N.
SIOUX FALLS, SD 57107
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Description	Weight Front	Weight Rear
ENGINE REMOTE INTERFACE WITH PARK BRAKE AND NEUTRAL INTERLOCKS		
BLACK GAUGE BEZELS		
LOW AIR PRESSURE INDICATOR LIGHT AND AUDIBLE ALARM		
2 INCH PRIMARY AND SECONDARY AIR PRESSURE GAUGES		
ENGINE COMPARTMENT MOUNTED AIR RESTRICTION INDICATOR WITH GRADUATIONS, WITH WARNING LIGHT IN DASH		
ELECTRONIC CRUISE CONTROL WITH SWITCHES IN LH SWITCH PANEL		
KEY OPERATED IGNITION SWITCH AND INTEGRAL START POSITION; 4 POSITION OFF/RUN/START/ACCESSORY		
ICU3S, 132X48 DISPLAY WITH DIAGNOSTICS, 28 LED WARNING LAMPS AND DATA LINKED		
HEAVY DUTY ONBOARD DIAGNOSTICS INTERFACE CONNECTOR LOCATED BELOW LH DASH		
2 INCH ELECTRIC FUEL GAUGE		
ENGINE REMOTE INTERFACE NOT CONFIGURED		
ENGINE REMOTE INTERFACE CONNECTOR IN ENGINE COMPARTMENT		
ELECTRICAL ENGINE COOLANT TEMPERATURE GAUGE		
2 INCH TRANSMISSION OIL TEMPERATURE GAUGE		
ENGINE AND TRIP HOUR METERS INTEGRAL WITHIN DRIVER DISPLAY		
CUSTOMER FURNISHED AND INSTALLED PTO CONTROLS		
ELECTRONIC STABILITY CONTROL		
ELECTRIC ENGINE OIL PRESSURE GAUGE		
OVERHEAD INSTRUMENT PANEL		
ELECTRONIC MPH SPEEDOMETER WITH SECONDARY KPH SCALE, WITHOUT ODOMETER		
STANDARD VEHICLE SPEED SENSOR		
ELECTRONIC 3000 RPM TACHOMETER		
IDLE LIMITER, ELECTRONIC ENGINE		
DIGITAL VOLTAGE DISPLAY INTEGRAL WITH DRIVER DISPLAY		
SINGLE ELECTRIC WINDSHIELD WIPER MOTOR WITH DELAY		

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ROSENBAUER AMERICA BB
100 3RD ST
LYONS, SD 57041
Phone: 605-543-5591

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ISTATE TRUCK CENTER
2901 WEST 60TH STREET N.
SIOUX FALLS, SD 57107
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	Description	Weight Front	Weight Rear
	MARKER LIGHT SWITCH INTEGRAL WITH HEADLIGHT SWITCH		
	ONE VALVE PARKING BRAKE SYSTEM WITH DASH VALVE CONTROL AUTONEUTRAL AND WARNING INDICATOR		
	SELF CANCELING TURN SIGNAL SWITCH WITH DIMMER, WASHER/WIPER AND HAZARD IN HANDLE		
	INTEGRAL ELECTRONIC TURN SIGNAL FLASHER WITH HAZARD LAMPS OVERRIDING STOP LAMPS		
Design			
	PAINT: ONE SOLID COLOR		
Color			
	CAB COLOR A: L0010EY WHITE ELITE EY		
	BLACK, HIGH SOLIDS POLYURETHANE CHASSIS PAINT		
	BUMPER PAINT: L0010EY WHITE ELITE EY		
	STANDARD E COAT/UNDERCOATING		
Certification / Compliance			
	U.S. FMVSS CERTIFICATION, EXCEPT SALES CABS AND GLIDER KITS		
Raw Performance Data			
	CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 136.64 in		
	CALC'D SPACE AVAILABLE FOR DECKPLATE : 135.45 in		

TOTAL VEHICLE SUMMARY

Weight Summary

	Weight Front	Weight Rear	Total Weight
Factory Weight+	9221 lbs	5307 lbs	14528 lbs
Dealer Installed Options	2 lbs	0 lbs	2 lbs
Total Weight+	9223 lbs	5307 lbs	14530 lbs

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2901 WEST 60TH STREET N.
SIOUX FALLS, SD 57107
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Dealer Installed Options

	Weight Front	Weight Rear
WELDON VDR AND DISPLAY INSTALLED AT ISTATE TRUCK CENTER	2	0
Total Dealer Installed Options	2 lbs	0 lbs

(+) Weights shown are estimates only.

If weight is critical, contact Customer Application Engineering.

(***) All cost increases for major components (Engines, Transmissions, Axles, Front and Rear Tires) and government mandated requirements, tariffs, and raw material surcharges will be passed through and added to factory invoices.

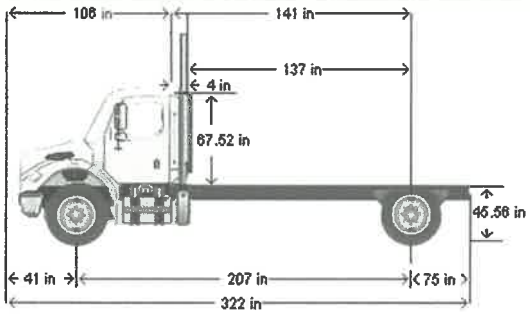
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DIMENSIONS



VEHICLE SPECIFICATIONS SUMMARY - DIMENSIONS

Model	M2106
Wheelbase (545)	5250MM (207 INCH) WHEELBASE
Rear Frame Overhang (552)	1900MM (75 INCH) REAR FRAME OVERHANG
Fifth Wheel (578)	NO FIFTH WHEEL
Mounting Location (577)	NO FIFTH WHEEL LOCATION
Maximum Forward Position (in)	0
Maximum Rearward Position (in)	0
Amount of Slide Travel (in)	0
Slide Increment (in)	0
Desired Slide Position (in)	0.0
Cab Size (829)	106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
Sleeper (682)	NO SLEEPER BOX/SLEEPERCAB
Exhaust System (016)	RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE

TABLE SUMMARY - DIMENSIONS

Prepared for:
Paul Hentges
ROSENBAUER AMERICA BB
100 3RD ST
LYONS, SD 57041
Phone: 605-543-5591

Prepared by:
Carolyn LeBeau
ISTATE TRUCK CENTER
2901 WEST 60TH STREET N.
SIOUX FALLS, SD 57107
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Dimensions	Inches
Bumper to Back of Cab (BBC)	106.3
Bumper to Centerline of Front Axle (BA)	40.7
Min. Cab to Body Clearance (CB)	3.0
Back of Cab to Centerline of Rear Axle(s) (CA)	141.1
Effective Back of Cab to Centerline of Rear Axle(s) (Effective CA)	136.6
Back of Cab Protrusions (Exhaust/Intake) (CP)	2.0
Back of Cab Protrusions (Side Extenders/Trim Tab) (CP)	4.5
Back of Cab Protrusions (CNG Tank)	0.0
Back of Cab Clearance (CL)	4.5
Back of Cab to End of Frame	215.9
Cab Height (CH)	67.5
Wheelbase (WB)	206.7
Frame Overhang (OH)	74.8
Overall Frame Length	310.9
Overall Length (OAL)	322.2
Rear Axle Spacing	0.0
Unladen Frame Height at Centerline of Rear Axle	45.6

Performance calculations are estimates only. If performance calculations are critical, please contact Customer Application Engineering.

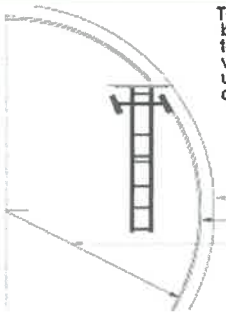
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ROSENBAUER AMERICA BB
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LYONS, SD 57041
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ISTATE TRUCK CENTER
2901 WEST 60TH STREET N.
SIOUX FALLS, SD 57107
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TURNING RADIUS



Turning radius graphic and data provided strictly for comparisons between model configurations. Weather, road surfaces, and tire treads affect the results. It is strongly suggested that actual vehicles be measured before constructing any roads/driveways using this information. For specific figures regarding your configuration, please contact your CAE representative.

	Dimensions	Tolerance
Wall to Wall Diameter (ft)	66.5	+/- 3.0
Curb to Curb Diameter (ft)	65.0	+/- 3.0
Turning Radius (ft)	32.0	+/- 1.5

VEHICLE SPECIFICATIONS SUMMARY - TURNING RADIUS

Model M2106
Cab Size (829) ..... 106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
Wheelbase (545) ..... 5250MM (207 INCH) WHEELBASE
Front Tires (093) ..... MICHELIN X WORKS XDY 315/80R22.5 20 PLY RADIAL FRONT TIRES
  Width (in) 12.5
Front Axle (400) ..... MX-16-120 16,000# 1790MM KPI SINGLE FRONT DRIVE AXLE
  Kingpin Intersection (in) 69
Bumper (556) ..... THREE-PIECE 14 INCH PAINTED STEEL BUMPER WITH COLLAPSIBLE ENDS
  Width (in) 93.5
  Bumper Miter to Front Axle (in) 21.458
Primary Steering Location (003) ..... LH PRIMARY STEERING LOCATION
Steering Gear (536) ..... TRW TAS-85 POWER STEERING
  Dual Steering Gear ..... NONE
  Ram ..... NONE
Rear Axle (420) ..... RS-25-160 27,000# R-SERIES FIRE/EMERGENCY SERVICE SINGLE REAR AXLE
Axle Spacing (624) ..... NO AXLE SPACING

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ROSENBAUER AMERICA BB
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LYONS, SD 57041
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Prepared by:
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ISTATE TRUCK CENTER
2901 WEST 60TH STREET N.
SIOUX FALLS, SD 57107
Phone: 605-336-2995

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Rosenbauer- South Dakota

DEPARTMENT: **MARIPOSA CO. 2, CA**

Wheel Base	189
C A	123.4
Cab to Pump Compartment	6.5
Pump Compartment	0
Tank Length Lower	123
Tank Length Upper	159
Body Length	163
Total Tank Capacity	2000
Aerial Size	0

rosenbauer
Firefighting Technology
READY TO SERVE™

Percent of Weight to Front Axle		
Water (& Foam) Lower	Body	Pump
9.26%	18.78%	61.90%
Water (& Foam) Upper	Aerial	Hose
18.78%	NA	19.31%

	TOTAL WT	FRONT WT	REAR WT
Water (& Foam) Lower	2,457	227	2,229
Water (& Foam) Upper	15,743	2,957	12,786
Body	3,586	674	2,912
Pump	0	0	0
Aerial	NA	0	0
SUB TOTAL	**21,786**	**3,858**	**17,928**
Chassis	15,170	9,577	5,593
SUB TOTAL	**36,956**	**13,435**	**23,521**
Miscellaneous Equipment	1,400	595	805
NFPA 1901 Equipment Allowance	1,000	327	673
NFPA Personnel Load (Included in Chassis if 0)	250	192	58
Hose Load	914	177	737
Ground Ladders	0	0	0
	0	0	0
TOTAL	**40,520**	**14,725**	**25,795**
		36.34%	**63.66%**

NOTE: Weights shown are approximate

Proposed chassis information:	Brand:	FL	Crew Doors:	2	
		4x4			GVWR
Axle Capacities:	Front:	16,000	Rear:	27,000	43,000
Estimated Chassis Weight: (includes +5% variance)	Front:	9577	Rear:	5593	

NOTE: Chassis weights MUST BE VERIFIED by the DEALER. Dealer will be responsible for confirming the axles are adequate for the proposed apparatus. 1000# extra capacity per axle is recommended.

Attachment: Roenbauer 2000 Gal. WT Quote & Specs. (RES-2022-170 : Approve Budget Action Transferring Funds Within the Fleet

NOTES:
1. OVERALL HEIGHT IS IN LOADED CONDITION. UNLOADED HEIGHTS MAY BE 4" ABOVE HEIGHTS SHOWN.
2. DO NOT SCALE DRAWING.
3. ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO ENGINEERING CHANGES.
4. DRAWING MAY OR MAY NOT SHOW ALL ITEMS AS DESCRIBED IN THE WRITTEN DETAIL SPECIFICATIONS.
5. INCLUSION OF AN ITEM ON THE DRAWING DOES NOT CONSTITUTE INCLUSION OF THAT ITEM WITH THE FINAL DELIVERED UNIT.
6. THE EFFECTIVE DOOR OPENINGS WILL BE APPROX. 2" LESS THAN THE NOTED COMPARTMENT OPENING FOR ROLL UP DOORS AND UP TO APPROX. 4" LESS FOR HINGED DOORS

CHASSIS:	FREIGHTLINER 2DR 4x4
PUMP:	DARLEY 500 GPM
TANK:	POLY/2000
PANEL MATL:	LINE X
COMP INTERIOR:	SPATTER PAINTED
MAXIMUM HEIGHT	NONE
MAXIMUM LENGTH	NONE
BODY WIDTH	98"

APPROVED BY:

PROPRIETARY AND CONFIDENTIAL
THE INFORMATION CONTAINED IN THIS DRAWING IS THE SOLE PROPERTY OF ROSENBAUER. ANY REPRODUCTION IN PART OR AS A WHOLE WITHOUT THE WRITTEN PERMISSION OF ROSENBAUER IS PROHIBITED.

REVISED:	BY:	DATE:
DRAWN:	BVZ	DATED: 1/20/23

MARIPOSA, CA

PROGRAM FX 1/8"

MARIPOSA CO., CA

-

Approximate Center of Gravity
Calculated

City Name: MARIPOSA CO. 2, CA

Chassis Vertical Center of Gravity From Ground		
Tilt Table		From Manufacture
Chassis Track Width-	0.00	45
Degree to Tip Over-	0.00	
Chassis CG (inches)-	0.00	

Ground to Top of Frame-	45
Rear Axle Track Width-	74.5

	Overall Height of Load	Top of Frame Rails to Bottom of Load	CG Above Frame	Weight	Vertical Moment (Inch Lbs)
Tank & Water (& Foam)- Lower	12	1.5	7.5	2457	18424.84091
Tank & Water (& Foam)- Upper	47.25	13.5	37.12748	15743	584511.0433
Hose	10.00	62.50	67.50248	914	61697.26453
Pump	18	10	19	0	0
Body	89.5	-17	27.75	3586	99511.5
Ground Ladders	28	13.5	27.5	0	0
Chassis	See Above		0.00	15170.4	0
Personnel (If 0 included in Chassis Weight)	56	4	32	250	8000
Equipment	33	-16.75	-0.25	2400	-600
Aerial Device	See Drawing			0	0
		Total	19.04	40520.4	771544.6488

CG Above Ground	64.04
Verticle Center Of Gravity Height Compared To Track Width (To Be Less Than 80%)	85.96%
Horizontal Center of Gravity (From Rear Axle)	68.68

Attachment: Roenbauer 2000 Gal. WT Quote & Specs. (RES-2022-170 : Approve Budget Action Transferring Funds Within the Fleet

BUDGET ACTION FORM

FUND	DEPT/DIV	ACCOUNT	DESCRIPTION	PROJECT	INCREASE	DECREASE
7700	170	91001	Reserve Designation			$645,000
7700	170	70412	Equipment		$645,000	
TRANSFER BETWEEN FUNDS						
				TOTALS	$645,000	$645,000

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: Purchase 2 Water Tenders

DEPT HEAD SIGNATURE _____ DATE: 2/25/22

APPROVED BY RES NO. _____ CLERK _____ DATE _____

7700 Fleet

AUDITOR'S USE ONLY
BA#

Budget Action Form Revised 11/95

Attachment: Budget Action - FY21-22 Fund 7700 Xfr $645,000 (RES-2022-170 : Approve Budget Action Transferring Funds Within the Fleet

MARIPOSA COUNTY

Health and Human Services · (209) 966-2000

MEETING: March 15, 2022

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: Proclamation - " Social Work Month"

RECOMMENDATION AND JUSTIFICATION:

Proclaim the Month of March 2022, as "Social Work Month"

Mariposa County Health & Human Services is helping celebrate this year's Social Work Month in March with the theme "The Time is Right for Social Work" to highlight how social workers have enriched our society for more than a century and how their services continue to be needed today. Social workers continue to work on the front lines throughout the pandemic, helping clients get the health care they need and helping loved ones overcome grief and loss. Social workers will continue to play a key role in helping the people in our community, and providing a safe environment to encourage healing.

Each day, social workers empower millions of Americans so they can live life to their fullest potential. Social workers also work in communities to improve living conditions for all. During Social Work Month we urge you to learn more about our amazing profession, thank the social workers in your lives, and help support the profession.

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 recognize the contributions that social workers make to the county.

ATTACHMENTS:
Social Work Proc. (PDF)

Agenda Item - No Resolution Requested 2022-29

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

The Mariposa County Board of Supervisors

proclaims

The Month of March 2022

as

"Social Work Month"

WHEREAS this year's theme, **"The Time is Right for Social Work"** embodies how social workers rose to meet the most pressing challenges of our lifetime, especially the most vulnerable among us particularly during the global pandemic; and

WHEREAS, social workers have always helped people overcome issues such as death and grief and have helped community members recover from increasing natural disasters such as fires, earthquakes, and floods brought on by climate change; and

WHEREAS, social workers are the largest group of mental health care providers in the United States, and work daily to help people—whether in person or remotely—overcome substance use disorders and mental illnesses such as depression and anxiety; and

WHEREAS the social work profession is one of the fastest growing careers in the United States, with more than 715,000 social workers today and nearly 800,000 professionals expected to be employed as social workers by 2028; and

WHEREAS these individuals have continued to push for changes to make our society a better place to live, including a livable wage, improved workplace safety, and social safety net programs that help ameliorate poverty, hunger, and homelessness; and

WHEREAS, social workers possess the necessary expertise to assist our nation in some of its most demanding concerns, including their health and well-being not only during the pandemic, but at all times, ensuring equal rights, improved health care, mental health care for all; and immigration reform; and

WHEREAS, social workers work in all facets of our society to meet people no matter their circumstance and empower them to live to their fullest potential; and

NOW, THEREFORE, BE IT KNOWN that the Board of Supervisors of Mariposa County, a political subdivision of the State of California, hereby proclaims the month of March 2022 as **"Social Work Month"** and call upon all citizens to celebrate and support of the Social Work Profession.

PASSED AND ADOPTED by the Board of Supervisors of Mariposa County this 15th day of March 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: Social Work Proc. (2022-29 : Proclamation - " Social Work Month")

MARIPOSA COUNTY

Administration · 966-3222

MEETING: March 15, 2022

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Public Finance Corporation Annual Meeting 2022

RECOMMENDED ACTION AND JUSTIFICATION:

Conduct annual meeting of the Mariposa County Public Finance Corporation.

AGENDA

I. Call to Order (Director Menetrey)
II. Election of Officers
III. Public Comment on Items not on the Agenda
IV. Regular Business
  a) Approval of Minutes of May 18, 2021
  b) Report of Activities
V. Other Business
VI. Adjourn

The only activity to report at this time is related to the debt service for the composting facility at the Mariposa County landfill. The principle balance of this debt on July 1, 2021, was $2,431,000. Total payments scheduled for this debt in the current fiscal year total $165,957.50 comprised of $64,000 in principle and $101,957.50 in interest. The principle balance anticipated on June 30, 2022, is $2,367,000.

Composting facility debt is financed at 4.25% interest. The maturity date for this debt is December 1, 2043.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Mariposa County Public Finance Corporation was established on July 1, 1997. An annual meeting is required per the bylaws of the corporation.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Corporation will be out of compliance with its legal requirements.

RESULT: MEETING HELD

MARIPOSA COUNTY

HHS/Social Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2022-171

MEETING: March 15, 2022

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: Approve Funding of Bringing Families Home Program

RECOMMENDATION AND JUSTIFICATION:
Approve the Acceptance of $250,000 for the Bringing Families Home Program through the California Department of Social Services; and Authorize the Mariposa County Health and Human Services Agency Director to Sign the Director's Certification Instructions and Funding Conditions, as instructed by the California Department of Social Services.

Bringing Families Home targets families involved with the child welfare system who are experiencing homelessness or at risk of homelessness.

Bringing Families Home was piloted through several California Counties beginning in 2016. In the California Budget Act of 2021, Bringing Families Home is available to all counties through June 2024. This will be Mariposa County's first time participating in the program which is targeted to help families involved in the Child Welfare System who are homeless or at risk of homelessness. Services include financial assistance and housing-related wrap-around supportive services, including, but not limited to: rental assistance, housing navigation, case management, security deposits, utility payments, moving costs, hotel and motel vouchers, legal services, and credit repair.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
This is a new opportunity for Mariposa County. There have been no previous board items.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If this Agreement is not approved, Mariposa County will not be able to establish the Bringing Families Home Program which provides necessary funding to ensure families in the Child Welfare System who are homeless or at risk of homelessness have access to safe, stable housing.

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

ATTACHMENTS:
Funding Allocation (PDF)
CL_02-11-22 (PDF)

REF ID# 12699

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

ATTACHMENT SIX: DIRECTOR'S CERTIFICATION, INSTRUCTIONS AND FUNDING CONDITIONS

County Welfare Directors and Tribal Administrators wishing to accept the funds made available to their county and/or tribe as listed in Attachment Five shall complete and return this Director's Certification to housing@dss.ca.gov by **March 25th, 2002.** Counties and tribes interested in establishing new regional programs should refer to Attachment Seven for additional information.

Grantees accepting all or a portion of funds made available to their county/tribe as listed in Attachment Five shall complete Section One through Three below. Grantees declining all funding for FY 2021-22, shall complete Section One and Four below.

By accepting these funds and signing the certification below, the County Welfare Director and/or Tribal Administrator agrees to the funding terms and conditions outlined within this letter.

I. SECTION ONE: CONTACT INFORMATION

a) Name of County/Tribe: Mariposa County

b) Name of Contact Person and Title: Julianne Sims, Division Director

c) Contact Information (Phone and Email): (209) 742-0889 ; jsims@mariposacounty.org

II. SECTION TWO: FUNDING AMOUNT AND PROGRAM TARGETS

NONCOMPETITIVE ALLOCATION: A county/tribe may accept the full amount identified within Attachment Five or a portion of these funds. For continuing grantees, **Attachment Five allocations are NOT inclusive of continued funding from CFL 19/20-67.**

Complete the information below to confirm acknowledgment of Attachment Five allocation amounts and select one of the following acceptance options

The Grantee hereby acknowledges the total noncompetitive allocation in Attachment Five is $ 250,000.

The Grantee hereby:

☒ Accepts the **total** allocation amount as listed in Attachment Five

☐ Accepts the total allocation amount as listed in Attachment Five **AND** accepts additional funds, if available, beyond current allocation level **with no limit**

☐ Accepts the total allocation amount as listed in Attachment Five **AND** accepts additional funds, if available, beyond current allocation level **up to a limit**

Attachment: Funding Allocation (RES-2022-171 : Approve Funding of Bringing Families Home Program)

- Specify the total FY 2021-22 allocation the grantee is able to accept: $_____

☐ Accepts **only a portion** of the allocation amount as listed in Attachment Five.

- Specify the total FY 2021-22 allocation the grantee is able to accept: $_____

Expected Clients to Serve: Grantees should assess community need, program capacity, and available resources to estimate the total unduplicated number of new and continuing BFH participants expected to be served between July 1, 2021 and June 30, 2024, with the funds accepted through the noncompetitive allocation above. Grantees should estimate the expected number of clients served to the best of their ability. However, these projections are for the purposes of initial program scoping and CDSS expects that grantees will refine these numbers at a later date.

Complete all the following:

i. Estimated number of families **experiencing homelessness** to receive permanent housing through BFH: 8

ii. Estimated number of families **at risk of homelessness** to receive BFH homelessness prevention services: 10

iii. Estimated **TOTAL** number of families to serve in BFH (i+ii): 18

III. SECTION THREE: COLLABORATION AND DIRECTOR'S CERTIFICATION OF FUNDING TERMS

Collaboration: BFH grantees must inform the local housing, homelessness, health, and social service networks of the following information:

- Total allocation available to the Grantee
- Total allocation accepted by the Grantee
- BFH program benefits and eligibility (e.g., Attachment One and Two)
- BFH program requirements as it relates to collaboration with the CoC, CES, and HMIS (e.g., Attachment Two)

Examples of partner outreach and communications include but are not limited to sharing the information with partners via an email, sharing at advisory or collaborative meetings, and providing roadshows or presentations to partners.

Relevant agencies and organizations may include the Continuum of Care (CoC), Public Housing Authorities (PHA), housing agencies of incorporated cities, family resource centers, family courts, behavioral health systems, educational systems, domestic violence agencies, juvenile dependency courts, legal aid organizations, and other relevant networks or partners critical to local outreach and collaboration.

Attachment: Funding Allocation (RES-2022-171 : Approve Funding of Bringing Families Home Program)

☒ **A copy of the letter(s) sent to relevant partner agencies within the community and list of recipients is attached**. The county or tribe understands that this is a requirement to accept the noncompetitive allocation.

CONDITIONS OF FUNDING

I, County Welfare Director and/or Tribal Agency Director of [insert name of county and/or tribe], certify that I will:

1) Operate a BFH consistent with relevant laws, regulations, program guidance, and evidence-based practices, including but not limited to:
    a) Welfare and Institutions Code (WIC) Sections 16523 and 16523.1;
    b) All County Letters or similar instruction, including this ACWDL and ACWDL dated September 5, 2019;
    c) Housing First requirements as enumerated in WIC Section 8255 and further outlined in ACL 19-114;
    d) Evidence-based and promising practices in homeless assistance and homeless prevention.
2) Actively collaborate with local, state, and federal housing, homelessness and health and social service systems in order to make best use of available funding and link clients to necessary services. I understand that information on these collaborations will be requested within program updates. These collaborating entities may include but are not limited to:
    a) Child welfare service systems
    b) Continuums of Care and Coordinated Entry Systems
    c) Behavioral health systems
    d) Medical institutions and emergency response systems
    e) Housing authorities
    f) Public benefit agencies
    g) Legal aid and benefit advocacy providers
    h) Family resource centers
3) Collect, track, report and measure relevant program outcomes and engage in continuous data quality improvement, such as:
    a) Enter clients into HMIS.
    b) Submit BFH related program reports, including but not limited to the BFH 17, as specified by CDSS through an ACL or similar instruction.
    c) Participate in formal evaluation efforts which may include executing data sharing agreements with the HMIS administrator.
    d) Set program targets and milestones and report to CDSS on progress at least annually or upon request from CDSS.
4) Engage in training, technical assistance, and continuous quality improvement, including but not limited to:
    a) Program leads attend meetings and trainings required by CDSS.
    b) Respond to requests for program amendments in order to comply consistently with applicable laws and guidance, as determined by CDSS.

Attachment: Funding Allocation (RES-2022-171 : Approve Funding of Bringing Families Home Program)

c) Actively engage with technical assistance providers, including those contracted by CDSS, to support program growth, expansion, and improvement by attending meetings and trainings and contributing to technical assistance efforts, such as process mapping, program design, and case conferencing exercises.

5) Respond to requests for program progress reports, updates, expenditure information, including amount spent on prevention services, administrative costs, direct services and financial assistance, or program assessments as requested by CDSS, including but not limited to:
   a) For new grantees, implementation updates related to program ramp up at least every six months and then annually, after program implementation and until awarded amount is fully spent.
   b) For existing grantees, annual implementation updates in accordance with a schedule as determined by CDSS.
   c) For new and existing grantees, submit more frequent program updates if determined necessary by CDSS due to program performance.
6) Maximize spending on direct financial assistance and minimize administrative costs in order to ensure that all BFH participants are provided housing assistance and benefits advocacy.
7) Utilize Emergency Rental Assistance Program/California COVID-19 Rent Relief before BFH to pay for rental backpay, when applicable.
8) Notify CDSS in writing at least 30 days in advance of any temporary or permanent interruption or end to BFH services and operations for any reason, including fully spending the given allocation.
9) The CDSS reserves the right to reallocate BFH funds should a grantee be out of compliance with applicable laws or guidance issued by CDSS, and if CDSS determines it is appropriate or necessary to maximize program impact throughout the state.

I Joe Lynch certify that Mariposa County will administer the BFH pursuant to the terms outlined above and understand this is a condition of receiving BFH funds. The information completed within the form and attached are true and correct.

County Welfare Director Signature/
Tribal Administrator Signature

Feb 22, 2022
Date

Attachment: Funding Allocation (RES-2022-171 : Approve Funding of Bringing Families Home Program)

February 11, 2022

CALIFORNIA DEPARTMENT OF SOCIAL SERVICES

EXECUTIVE SUMMARY

ALL COUNTY WELFARE DIRECTORS LETTER

The purpose of this letter is to notify All County Welfare Directors and Federally Recognized Tribal Governments in California of funds available for counties and tribes to establish, continue, and expand housing and homelessness assistance through the Bringing Families Home (BFH) program. The Budget Act of 2021 (Senate Bill 129, Chapter 69, Statutes of 2021) appropriated a total of $92.5 million in General Fund for BFH in Fiscal Year 2021-22. This letter announces a noncompetitive allocation for all fifty-eight (58) counties and one continuing tribe and a set aside for tribal governments.

Attachment: CL_02-11-22 (RES-2022-171 : Approve Funding of Bringing Families Home Program)

KIM JOHNSON
DIRECTOR

STATE OF CALIFORNIA—HEALTH AND HUMAN SERVICES AGENCY
DEPARTMENT OF SOCIAL SERVICES
744 P Street • Sacramento, CA 95814 • *www.cdss.ca.gov*

GAVIN NEWSOM
GOVERNOR

Attachment: CL_02-11-22 (RES-2022-171 : Approve Funding of Bringing Families Home Program)

February 11, 2022

LETTER TO ALL COUNTY WELFARE DIRECTORS AND FEDERALLY RECOGNIZED TRIBAL GOVERNMENTS IN CALIFORNIA

TO: ALL COUNTY WELFARE DIRECTORS
ALL FEDERALLY RECOGNIZED TRIBAL GOVERNMENTS IN CALIFORNIA

SUBJECT: **NOTICE OF FUNDING FOR THE BRINGING FAMILIES HOME PROGRAM**

REFERENCE: **Assembly Bill (AB) 135 (Chapter 85, Statutes of 2021); Senate Bill (SB) 129 (Chapter 69, Statutes of 2021); AB 1603 (Chapter 25, Statutes of 2016); SB 80 (Chapter 27, Statutes of 2019); AB 74 (Chapter 23, Statutes of 2019); Welfare and Institutions Code (WIC) 16523-16523.1; WIC 16501; WIC 10618.8**

The purpose of this letter is to notify All County Welfare Directors and Federally Recognized Tribal Governments in California of funds available for counties and tribes to establish, continue, and expand housing and homelessness assistance and prevention through the Bringing Families Home (BFH) program. This letter also summarizes recent statutory changes enacted through Assembly Bill (AB) 135 (Chapter 85, Statutes of 2021), outlines continuing BFH requirements and guidance, and provides new guidance as a result of expanded funding and changes to program statute.

The Budget Act of 2021 (Senate Bill (SB) 129 (Chapter 69, Statutes of 2021)) appropriated a total of $92.5 million in General Funds (GF) for BFH for Fiscal Year (FY) 2021-22, available for expenditure July 1, 2021 through June 30, 2024. An additional $92.5 million are expected to be available for BFH in FY 2022-23 as reflected in the proposed FY 2022-23 Budget. This All County Welfare Directors Letter (ACWDL) announces FY 2021-22 noncompetitive allocations for all fifty-eight (58) counties and one continuing tribe. Additional information on the Tribal Government Set-Aside will be issued under separate cover.

PROGRAM BACKGROUND

The BFH program provides housing supports to families receiving child welfare services who are experiencing or at risk of homelessness, thereby increasing family reunification and preventing foster care placement. In 2016, BFH was established by Assembly Bill (AB) 1603 (Chapter 25, Statutes of 2016) with a $10.0 million appropriation available over three years and awarded to twelve grantees. The Budget Act of 2019 (Senate Bill 109 (SB) (Chapter 363, Statutes of 2019)) authorized an additional $25.0 million in one-time funding available for expenditure from July 1, 2019 through June 30, 2022, and was awarded to 22 counties and one tribe.

I. FY 2021-22 BUDGET UPDATES AND USE OF FUNDS

The Budget Act of 2021 (SB 129) appropriated $92.5 million in General Fund (GF) for BFH in FY 2021-22. The California Department of Social Services (CDSS) will utilize five percent of the appropriated funds to administer and implement the program, ensuring that participating counties and tribes are provided technical assistance and support. The remaining $87.875 million in funding, which is match exempt, is available for noncompetitive allocations to all 58 counties and one continuing tribe, as well as a $5.0 million tribal set aside.

Additionally, continuing grantees may also continue to use any unspent funds allocated in FY 2019-20 via CFL 19/20-67 through June 30, 2022. **These funds continue to require a dollar-for-dollar match.**

A. Noncompetitive Allocation

This letter announces the statewide noncompetitive allocation of $82.875 million for all 58 counties and one continuing tribe based on a local need methodology. Refer to Attachment Five for the allocation table. The match requirements for the BFH noncompetitive allocations announced in this letter have been waived.

1. Instructions for Accepting Funds

Grantees wishing to accept all or a portion of the noncompetitive allocation amount listed in Attachment Five shall review, sign, and return the Director's Certification in Attachment Six. Grantees choosing to decline the total noncompetitive allocation must also submit a signed certification. Completed certifications should be sent to housing@dss.ca.gov. Groups of counties and/or tribes wishing to propose a regional BFH should consult the guidelines in Attachment Seven.

The CDSS encourages the review and acceptance of funds as soon as possible. **All grantees must submit a Director's Certification by March 25th, 2022 to receive funds**. If a grantee is declining an allocation, a Director's Certification must still be submitted indicating that funds are being declined.
Funds that are not accepted on or before March 25th, 2022 will be allocated to grantees that indicate they can accept additional funds, as indicated in the Director's Certification in Attachment Six, and consistent with the methodology described below.

Attachment: CL_02-11-22 (RES-2022-171 : Approve Funding of Bringing Families Home Program)

2. Noncompetitive Allocation Methodology

The noncompetitive allocation is distributed based on statewide need. The methodology includes the following, in order of weighted importance:

- the percent of the statewide total of families experiencing homelessness living in the county (2020 Homelessness Point in Time Count);
- the percent of the statewide Child Welfare Services caseload (CWS/CMS data);
- the percent of the statewide total of households with severe cost burden living in the county (i.e., household income less than 50 percent of the area median income and paying more than 50 percent of income toward rent or mortgage).

A funding floor equal to $250,000 or the FY 2019-20 allocation for continuing grantees, whichever was greater, was applied to the noncompetitive allocations for all 58 counties. An additional metric of need was applied to the current regional program between Humboldt County and Yurok Tribe: "Humboldt County & Yurok Tribe" in Attachment Five. CDSS will be providing grantees technical assistance to support expanding and establishing new BFH programs. Please see additional information about technical assistance in Attachment Two.

3. Noncompetitive Allocation Claiming and Fiscal Information

A statewide County Fiscal Letter (CFL) for noncompetitive allocations will be released shortly after the deadline for Director's Certifications. Claiming instructions for noncompetitive awards are included in Attachment Four.

Grantees participating in the BFH program as of June 30, 2021, should continue to operate existing programs and will be allowed to claim expenditures back to July 1, 2021, to avoid any break in services.

4. Proposals for Regional Programs

Groups of counties and/or tribes may request to form a new regional BFH. Regional programs rely on a shared administrative structure or program functions, which can create efficiency in many communities. Counties and tribes in rural communities, communities with a multi-county Continuum of Care (CoC), grantees with regional Homeless Housing, Assistance and Prevention (HHAP) awards, or neighboring tribal communities may particularly benefit from a regional BFH.

Considerations and instructions are outlined in Attachment Seven. A consultation meeting with CDSS is required before a regional agreement can be formalized. Regional allocations can include the sum of the noncompetitive allocation amounts for participating counties and tribes, plus an additional $150,000, to the extent funds are available, to incentivize regional collaboration.

Attachment: CL_02-11-22 (RES-2022-171 : Approve Funding of Bringing Families Home Program)

B. Tribal Noncompetitive Set-Aside

The CDSS will make $5.0 million available to Federally Recognized Tribal Governments in California interested in establishing a BFH. These funds are exempt from match requirements. CDSS will, upon tribal consultation, release instructions under separate cover for new or continuing Tribal Governments that are interested in establishing or expanding a BFH.

Note: Tribal Governments with an existing BFH are included under "Humboldt County & Yurok Tribe" as described above and listed in Attachment Five.

II. FY 2021-22 STATUTORY CHANGES

The changes summarized below reflect amendments to Welfare and Institutions Code (WIC) Sections 16523-16523.2 and Section 10618.8 pursuant to AB 135 (Chapter 85, Statutes of 2021). Additional support for establishing and scaling BFH programs will also be provided, including technical assistance and training opportunities.

Attachments One and Two provide additional information regarding updated BFH requirements, eligibility, and core components. Counties and tribes interested in establishing a new program are encouraged to review this letter, the related All County Welfare Directors Letters (ACWDLs) available on the CDSS website, and the references linked at the beginning of this letter to understand the full program scope.

A. Expansion of Eligibility

Section 16523(c) and (d) clarified and expanded eligibility for families experiencing or at risk of homelessness.

Section 16523(c) was amended to clarify that eligible families include families where the living situation cannot accommodate the child or multiple children in the home, and that families at risk of homelessness may include families that have not yet received an eviction notice.

Section 16523(d) includes technical re-numbering to the definition of homelessness for BFH to better align with the Department of Housing and Urban Development (HUD) definition of homelessness.

See Attachment One for a more in-depth definition of eligibility and Attachment Three for more details on prevention targeting and prioritization.

B. Other Statutory Changes

Section 16523.1(d) – Waived match requirements

Counties and tribes are exempt from the dollar-for-dollar match requirements for the $87.875 million in one-time General Fund awarded to grantees between July 1, 2021 through June 30, 2024.

Attachment: CL_02-11-22 (RES-2022-171 : Approve Funding of Bringing Families Home Program)

Section 16523.2 – Regulations

The CDSS must adopt BFH regulations by July 1, 2024. Until regulations are adopted, All-County Letters and similar instructions will have the same force and effect of regulations. CDSS looks forward to working with grantees and stakeholders to develop and adopt program regulations before this deadline.

Section 10618.8 – Use of funds for data contracts

The CDSS may use a portion of the program expansion funds to support a formal evaluation, data collection, and technical assistance contracts. These activities will be contracted and conducted at the state level and in coordination with the legislature, stakeholders, and client advocates. CDSS must report on these contracts and efforts annually to the Legislature.

Additional information regarding program data and evaluation requirements can be found in Attachment Two.

III. OTHER RELEVANT BUDGET UPDATES

The FY 2021-22 State Budget also includes investments in programs across the state that may assist BFH participants, including the CalWORKs Housing Support Program (HSP), emergency shelter under Project Roomkey, capital funding under Homekey (Round 2), and several other investments to support people experiencing or at risk of homelessness. Refer to Attachments Two and Three for additional information and resources that should be considered as grantees expand and adapt local BFH programs.

Please contact the CDSS Housing and Homelessness Branch at 916-651-5155 or housing@dss.ca.gov with questions regarding this letter or BFH.

Sincerely,

Original Document Signed By

JULIE MCQUITTY, Acting Branch Chief
Housing and Homelessness Branch

Attachments:

- Attachment One: Program Eligibility
- Attachment Two: Program Requirements and Core Components
- Attachment Three: Prevention Guidance and Resources
- Attachment Four: Fiscal and Budget Considerations
- Attachment Five: FY 2021-22 Noncompetitive Allocation Amounts
- Attachment Six: Director's Certification, Instructions and Funding Conditions
- Attachment Seven: Information on Establishing Regional Programs

Attachment: CL_02-11-22 (RES-2022-171 : Approve Funding of Bringing Families Home Program)

ATTACHMENT ONE: PROGRAM ELIGIBILITY

This attachment provides an overview of Bringing Families Home (BFH) participant eligibility.

The BFH eligibility is broadly defined in Welfare Institution Code (WIC) Section 16523(c) as families or individuals who meet all three conditions:

(1) Receive child welfare services at the time eligibility is determined,
(2) Are homeless, at risk of homelessness, or in a living situation that cannot accommodate the child or multiple children in the home, including individuals who have not received an eviction notice; and,
(3) Voluntarily agree to participate in the program.

Details regarding the first and second eligibility requirements are further described below.

Additional information about program screening and prioritization are also further described below and in Attachments Two and Three.

I. PROGRAM ELIGIBILITY RELATED TO CHILD WELFARE SERVICES

In order to be eligible for BFH, an individual or family, including but not limited to biological parents, guardians, or kinship guardians (e.g. applicable grandparents), must receive child welfare services at the time eligibility is determined. The BFH WIC Section 16523(a) defines "child welfare services" for BFH as having the same meaning as defined in WIC Section 16501. The child welfare service component types for BFH eligible families may include but are not limited to Family Reunification, Family Maintenance, Emergency Response services, or families in receipt of voluntary supervision to prevent the need for the child's or children's removal.

II. PROGRAM ELIGIBILITY REQUIREMENTS REGARDING HOUSING STATUS

The BFH eligibility requires that the family is either A) homeless, B) at risk of homelessness, or C) in a situation that cannot accommodate a child or multiple children in the home.

Each of these categories are further defined below.

A. Definition of 'Homeless'

The BFH definition of homelessness broadly includes unsheltered homelessness, families living in shelters or temporary living situations, and those who are imminently homeless due to a residence being lost within 14 days. The AB 135 amended WIC Section 16523(d) to align the definition more closely with the federal Department of Housing and Urban Development (HUD) definition of homelessness.

Attachment: CL_02-11-22 (RES-2022-171 : Approve Funding of Bringing Families Home Program)

Attachment One

The updated BFH definition of homelessness as reflected in WIC Section 16523(d) is provided below for reference:

(1) An individual or family who lacks a fixed, regular, and adequate nighttime residence.

(2) An individual or family with a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including, but not limited to, a car, park, abandoned building, bus station, train station, airport, or camping ground.

(3) An individual or family living in a supervised publicly or privately operated shelter designated to provide temporary living arrangements, including hotels or motels paid for by federal, state, or local government programs for low-income individuals or by charitable organizations, congregate shelters, or transitional housing.

(4) An individual who resided in a shelter or place not meant for human habitation and who is exiting an institution where the individual temporarily resided.

(5) An individual or family who will imminently lose their housing, including, but not limited to, housing they own, rent, or live in without paying rent, are sharing with others, or rooms in hotels or motels not paid for by federal, state, or local government programs for low-income individuals or by charitable organizations, if any of the following criteria are met:

(A) The primary nighttime residence will be lost within 14 days, as evidenced by any of the following:

(i) A court order resulting from an eviction action that notifies the individual or family that they must leave within 14 days.

(ii) The individual or family having a primary nighttime residence that is a room in a hotel or motel and where they lack the resources necessary to reside there for more than 14 days.

(iii) Credible evidence indicating that the owner or renter of the housing will not allow the individual or family to stay for more than 14 days, and any oral statement from an individual or family seeking homeless assistance that is found to be credible shall be considered credible evidence for purposes of this clause.

(B) The individual or family has no subsequent residence identified.

(C) The individual or family lacks the resources or support networks needed to obtain other permanent housing.

(6) Unaccompanied youth and homeless families with children and youth defined as homeless under any other federal statute, as of the effective date of this program, who meet all the following:

(A) Have experienced a long-term period without living independently in permanent housing.

(B) Have experienced persistent instability as measured by frequent moves over that long-term period.

(C) Can be expected to continue in that status for an extended period of time because of chronic disabilities, chronic physical health or mental health

Attachment: CL_02-11-22 (RES-2022-171 : Approve Funding of Bringing Families Home Program)

conditions, substance addiction, histories of domestic violence or childhood abuse, the presence of a child or youth with a disability, or multiple barriers to employment.

Note: Domestic Violence and Adequate Nighttime Residence

Families may be considered homeless and lack an adequate nighttime residence pursuant to WIC Section 16523(d)(1) if individuals or families are fleeing or attempting to flee domestic violence, stalking, or other dangerous or life-threatening conditions that relate to violence against the individual or a family if they have no other residence and lack the resources or support to obtain other permanent housing.

B. Definition of At Risk of Homelessness

Changes made pursuant to AB 135 (Chapter 85, Statutes of 2021) now allow grantees to serve eligible families at risk of homelessness including families that have not yet received an eviction notice as well as families where the living situation cannot accommodate a child or multiple children.

For the purposes of BFH, a family is considered "at risk of homelessness" if they meet all three of the following requirements:

(1) are experiencing housing instability, defined as, housing instability that places them at risk of becoming homeless including those who have not yet received an eviction notice;

(2) have no subsequent permanent residence secured; and

(3) lack resources or support networks needed to stabilize their unique housing situation and secure subsequent permanent housing.

This definition of "at risk of homelessness" is inclusive of, but not limited to the HUD definition of "at risk of homelessness" under 24 Code of Federal Regulations section 91.5. This means participants who meet the HUD definition of "at risk of homelessness" shall be deemed "at risk of homelessness" under the definition set out in this section.

This definition is distinct from the definition of homelessness due to a family who will imminently lose their housing.

Please see additional information about common factors that may place a family at risk of homelessness in Attachment Three, Section One.

C. Definition of "Living Situation that Cannot Accommodate a Child"

A living situation cannot accommodate a child or multiple children if it meets all three of the following requirements:

- the parent or guardian's nighttime residence would not be an adequate or appropriate long term housing placement for a child or children due to living situations that jeopardize the physical health, mental health, safety and/or well-

Attachment: CL_02-11-22 (RES-2022-171 : Approve Funding of Bringing Families Home Program)

being of the child, as well as situations where a lease, living arrangement, or because tenancy would be terminated for the family if the child or children were to live in the home;

- have no subsequent permanent residence secured, and;
- lack resources or support networks needed to stabilize their unique housing situation and secure subsequent permanent housing.

Case Examples

Example 1: A parent receiving Family Reunification services is housed and is not at imminent risk of losing their housing. Throughout the child welfare case, the live-in-landlord notifies the parent that the family would not be able to remain in the housing after reunification. The parent does not have the necessary resources to identify or secure subsequent housing. The family may be served by BFH.

Example 2: A parent receiving Family Reunification services is stably housed but the court has identified the parent's roommate does not pass the necessary background check and/or the living situation would not be adequate for the children to reside in. The parent does not have the necessary resources to identify or secure subsequent housing. The family may be served by BFH.

Example 3: A parent is receiving Family Maintenance, in-home services. Through program service assessments and Child Family Team meetings, it has been identified the family is housed with a family member further jeopardizing the mental health and well-being of the children as well as progress towards the family's child welfare case plan. It is determined that the living situation can no longer accommodate the child without risking potential Child Welfare Services involvement, and it is determined that the parent does not have the necessary resources to identify or secure subsequent housing. The family may be served by BFH.

D. At-Risk Self-Attestation

Families and individuals shall be allowed to self-attest that they meet the definition of "at risk of homelessness" set out in this section, including that the living situation cannot accommodate a child or children. No additional verification or documentation demonstrating that a family meets the definition of "at risk of homelessness" is needed; grantees shall not require further evidence for the purposes of BFH enrollment. This self-determination assumes that families in receipt of child welfare services are likely already more vulnerable to homelessness than the general population.

Once a family has met the "at risk of homelessness" definition in this section, grantees may assess for other criteria indicative of vulnerability related to risk of homelessness for further prioritization, if needed.

Attachment: CL_02-11-22 (RES-2022-171 : Approve Funding of Bringing Families Home Program)

Attachment One

III. SCREENING AND PRIORITIZATION

Programs must utilize equitable and standardized assessment strategies to determine each family's housing and service needs, match appropriate housing services, and further prioritize program services, if needed.

Consistent with homeless assistance best practice, programs should utilize the equitable and structured assessment and screening processes to prioritize services for families with the highest service needs and vulnerabilities, if needed. Every effort should be made to serve all BFH-eligible families experiencing homelessness given expanded program funds.

Note: For the purposes of prioritization or tracking spending on homelessness prevention, anyone who meets the definition of "living situation that cannot accommodate a child" may also be considered at risk of homelessness.

Additional information about program assessments and prioritization is available in Attachment Two. Additional information on common factors that may place a family at risk of homelessness is available in Attachment Three, Section One.

Attachment: CL_02-11-22 (RES-2022-171 : Approve Funding of Bringing Families Home Program)

ATTACHMENT TWO: PROGRAM REQUIREMENTS AND CORE COMPONENTS

This attachment provides an overview of BFH and the core service components of the program. Counties and tribes interested in establishing a new program are encouraged to review this information, related All County Letters (ACLs), and guidance linked throughout this attachment to understand the full scope of the program.

Program requirements are outlined in WIC Sections 16523-16523.2. All services must utilize trauma-informed and client-centered practices. Attachment One of this letter provides information specific to the expansion of participant eligibility. Please contact housing@dss.ca.gov with any questions or to request technical assistance.

I. PROGRAM OVERVIEW

Pursuant to WIC section 16523.1(c), BFH funding must be used to support projects that utilize evidence-based housing interventions across the full continuum of housing service needs to meet the varied needs of families, whether they are experiencing homelessness or are at risk of homelessness. Evidence-based and promising models include, but are not limited to:

- **Rapid Rehousing**: The National Alliance to End Homelessness defines rapid re-housing (RRH) as "an intervention designed to help individuals and families to quickly exit homelessness, return to housing in the community, and not become homeless again in the near term. The core components of a rapid rehousing program are housing identification, move-in and rent assistance, and rapid re-housing case management and services." With BFH-supported RRH services, a family secures a rental unit, often on the private market, and is provided with rental assistance and other evidence-based services including but not limited to trauma-informed case management and housing retention services. Services are provided, as needed, until a family achieves housing stability or is transitioned to other longer-term housing support programming if needed.
- **Supportive Housing:** Supportive housing is a model that combines affordable housing with trauma-informed services to support family stability and well-being. Supportive housing is best matched with families whose heads of households are experiencing homelessness, are at risk of homelessness, or are inappropriately staying in an institutional setting and may be facing multiple barriers to employment and housing stability. Supportive housing often entails providing available housing and services as long as a family may choose to participate. Supportive housing is designed to serve those who would not be able to stay housed without a wide range of supportive services. Supportive housing may include single site housing, integrated housing, scattered site units, or long-term set asides and should include coordinated housing and wrap-around services to meet the ongoing needs of individuals and families. Please see Supportive Housing Outcomes – Casey Family Programs for additional information on Supportive housing.
- **Targeted Prevention Services:** Preventative services and assistance are varied and can include any preventative measure that will save a tenancy, help families regain stability in their current housing, or move and achieve stability in a new housing location. This may include rental or utility arrears, late fee

Attachment: CL_02-11-22 (RES-2022-171 : Approve Funding of Bringing Families Home Program)

payments, first and last month's rent and/or security deposits, ongoing rental assistance, landlord mediation, repairs, connection to housing stabilization services, habitability/accessibility improvements, and housing navigation. Evidence-based and promising prevention models should use strategies such as those detailed in Attachment Three.

Note: Additional information about allowable service components across these models, including use of interim housing, are further described below under Core Service Components.

II. REQUIRED SERVICE COMPONENTS

Grantees operating a BFH program must provide housing-related supports directly to program participants, or through a contracted partner, as applicable. Housing-related supports available to participating families shall include, but not be limited to, housing-related case management, housing navigation, housing-related direct financial assistance, and housing stabilization services. While BFH must offer the following service components, the duration, order and types of services received may vary by BFH participant, dependent on an assessment of participant need and choice. Services provided must take into account input from the family, based on the needs of the family, and in coordination with other services being provided by child welfare services, tribes, family resource centers, family courts, and/or other service providers. Coordination should occur at the participant and program level, inclusive of other related efforts such as child welfare case plans. In the event that an individual or family served by BFH should need subsequent housing assistance not available through BFH, a warm handoff to an appropriate alternative source of housing support should be provided before cessation of BFH housing services.

A. Core Service Components

The BFH core service components are detailed below and should be used to support the delivery of evidence-based and promising housing models such as rapid re-housing, supportive housing or homelessness prevention services. The following service types may overlap and may not be considered mutually exclusive.

1. Housing-related Case Management:

The BFH must offer housing-related case management services, consistent with Housing First principles and evidence-based models, to assist with achieving housing stability. As per WIC Section 16523.1(c)(2)(C), grantees should incorporate "motivational interviewing and trauma-informed care to build relationships with a parent or guardian."

Housing-related case management should be person-centered, trauma-informed, and provided in a manner consistent and in coordination with the child welfare service. This plan and may include, but is not limited to, the following activities to assist BFH participants in achieving and maintaining housing stability:

Attachment: CL_02-11-22 (RES-2022-171 : Approve Funding of Bringing Families Home Program)

- developing a trusting relationship which utilizes appropriate cultural/linguistic supports and adaptations;
- coordinating all components of a family's housing service plan;
- coordinating with the child welfare case manager and court-ordered service plans;
- working with family and community to identify any and all available supports related to housing stability;
- providing various forms of in-depth problem solving related to housing stability including but not limited to housing-budget development;
- assisting families in applying for other public assistance benefits to support housing stability, including assistance in accessing rent relief programs such as Emergency Rental Assistance Program;
- assisting families in accessing physical and behavioral health services in order to support housing stability; and
- providing connections to benefits advocacy programs, workforce development programs, and/or access to other low-cost resources in order for BFH families to achieve or maintain housing stability.

The BFH housing-related case management should complement and coordinate with, but not replace or supplant, child welfare service plans, including court-ordered case plans. A family or individual's participation in BFH case management is voluntary, and clients should not be penalized or disenrolled from BFH due to failure to attend appointments or meet with a case manager. The BFH case management and support may extend beyond child welfare case management in support of housing retention and family stability. If reunification or maintenance is successful, families may need to continue receiving BFH support to achieve housing stability. If reunification is not successful, it is expected that programs will transition the individual or family off of BFH services and complete a warm handoff for other resources and services in the community.

2. Housing Navigation:

As per WIC Section 16523.1(c)(2)(B), BFH grantees must provide housing navigation services. Housing navigation assists participating individuals and families in finding, applying for, securing, and moving into, interim and permanent housing, as needed. Housing navigation should also employ evidence-based tools, such as person-centered, trauma-informed care.

Examples of housing navigation that should be provided as part of the BFH program include, but are not limited to:

- landlord engagement, including outreach and appreciation events to recruit landlords to work with BFH families;
- searching for housing based on family's housing preferences and needs, as well as ensuring safety and habitability for children;
- building a resource list of available units and referring families to unit availability; according to their preferences for both interim and permanent housing options;

Attachment: CL_02-11-22 (RES-2022-171 : Approve Funding of Bringing Families Home Program)

- transportation to housing location activities;
- assistance in completing housing applications and documentation as needed including but not limited to: preparing for the application process; assistance with advocating with landlords on behalf of the households; attending meetings between the landlord and the household to assist; and attending/supporting the lease signing and understanding tenant requirements and rights through the process.
- coordination with the local public housing authority and advocating for availability of affordable housing vouchers for BFH families;
- ensuring quality of housing placements; and
- assistance in making connections to permanent supportive housing.

3. Housing-Related Direct Financial Assistance:

As per WIC Section 16523.1(c)(2)(D), BFH grantees must provide housing-related financial assistance, including rental assistance, security deposit assistance, utility payments, moving cost assistance, and interim housing assistance while housing navigators are actively seeking permanent housing options for the family. Direct financial assistance incudes any cost paid out on behalf of the participant related to securing or maintaining housing. Direct financial assistance in the program budget should be maximized to ensure that families are provided housing or prevented from entering homelessness as quickly as possible. Assistance with interim housing, including but not limited to hotel, motel or bridge housing, should be available until permanent housing is available and should include housing navigation services to ensure participants are able to move into permanent housing as quickly as possible.

Examples of direct financial assistance includes, but is not limited to, any of the following:

- costs associated with rental assistance
- rental backpay and arrearages
- application fees
- landlord incentives
- security and utility deposits
- first and last months' rent
- interim housing, including hotel/motel stays or master-leased units
- emergency shelter
- emergency financial assistance toward a specific crisis threatening housing stability provided pursuant to evidence-based practices in homeless assistance and prevention
- provision of basic housing items and resources to make the home habitable to obtain/maintain housing stability (i.e., furniture and appliances)
- time-limited transportation vouchers necessary to obtain or maintain housing stability
- costs associated with moving or relocating, including storage fees for a reasonable period of time, if needed
- costs associated with supportive housing

Attachment: CL_02-11-22 (RES-2022-171 : Approve Funding of Bringing Families Home Program)

4. Housing Stabilization:

As per WIC Section 16523.1(c)(2)(E), BFH grantees must provide housing stabilization including ongoing tenant engagement, case management, public systems assistance, legal services, credit repair assistance, life skills training, and conflict mediation with landlords and neighbors. Housing stabilization services ensure, once housed, a family's housing is safe, sustainable, and supports the safety and well-being of children. It is often delivered in conjunction with direct financial assistance.

Examples of housing stabilization services and assistance may include, but are not limited to, any of the following:

- provision or referral to legal assistance
- eviction prevention
- referral to life skills training
- tenant education and engagement
- public systems assistance
- conflict mediation with landlords and neighbors
- credit repair
- referral to employment services or benefits advocacy
- referrals to cultural and linguistic supports and services

B. Program Design and Staffing Considerations

It is best practice that the Child Welfare Services case worker, BFH case manager, and BFH housing navigator be separate roles within the BFH program, when able, but still maintain close communication and coordination. This cross-role communication and coordination is essential to ensure that the services provided are client-centered and are able to meet client needs effectively. The feasibility of role separation and specifics of these role interactions may vary by program and community, allowing for flexibility and innovation at the local level.

Additionally, programs may hire staff that are specifically responsible for facilitating coordination, whether that be coordination among staff, between programs, or with the local homelessness and child welfare systems of care.

C. Prioritization and Assessment

Pursuant to WIC Section 16523.1(c)(2)(A), grantees must conduct “an assessment of each family’s housing and service needs, including a plan to assist them in meeting those needs, using an assessment tool developed in the local community or an assessment tool used in other jurisdictions.“

Grantees must utilize equitable and standardized assessment strategies to determine each family’s housing and service needs, match appropriate housing services, and further prioritize program services, if needed.

Attachment: CL_02-11-22 (RES-2022-171 : Approve Funding of Bringing Families Home Program)

Attachment Two

Programs may not allow individual case managers to determine prioritization on a case-by-case basis. It is critical that assessment and prioritization criteria are consistent and not subject to the bias of an individual case manager or staff. Grantees should include their screening and prioritization frameworks in written program policies to ensure consistent application across the program and to assist CDSS in understanding best practices across the state.

Program screening and assessments should complement, be in coordination with, and leverage both the child welfare service assessment tools and techniques, as well as those within the broader local homelessness system including the Continuum of Care. This screening and assessment process should include assessment of housing instability, the health and safety of the child's living situation, and risk of further child welfare service needs, and this process should be implemented consistently across the program. Multi-Disciplinary Teams, Child and Family Team meetings, as well as thoughtful and collaborative conversations with the family should be employed as part of assessing and addressing the adequacy of a living situation and in turn, the family's housing and service needs.

Child welfare agencies and local housing systems should collaborate to identify appropriate points for implementing necessary assessments to ensure equitable access to housing services for families involved in child welfare services. Service assessments of all BFH-referrals should occur as soon as possible in order to provide immediate and urgent housing services whenever needed.

Assessment tools often fulfill a broad range of purposes beyond service matching. Consider these distinct goals when choosing an assessment tool or process. Prioritization or assessment processes should incorporate the following principles, regardless of the tool used:

- Applied consistently across the program and should not rely on the social worker's individual determination of who to serve.
- Incorporate factors that are evidence-based or promising best practices, such as targeting services to those most at risk of homelessness.
- Delivered and framed in an easy-to-understand and trauma-informed manner that centers the client's needs, including the timing of the assessment components or delivering in multiple stages if the client is in crisis and/or hesitant to engage. Grantees are strongly encouraged to use data that may already have been collected to inform the assessment process and to avoid repetitive or traumatic questions.
- Adopt a racial equity lens and framework. The Centre for Social Data Analytics and the Government Alliance for Race and Equity recommends testing the assessment process against questions such as: Is the assessment tool equally predictive and useful for all racial groups? When applying the tools, what will this mean for a person? Who will gain and who will be burdened? What information has already been gathered about how the tool impacts people of color?
- Eliminate barriers to entry and participation, versus being a tool to primarily screen people out. Adapt processes to this end as needed.

Attachment: CL_02-11-22 (RES-2022-171 : Approve Funding of Bringing Families Home Program)

- Be used to assist BFH families in obtaining housing that prioritizes client choice taking into account recipient needs and preferences.
- Offers and provides reasonable accommodations for people with disabilities.
- Be in coordination with broader service systems including child welfare and housing systems of care.

To ensure that funding remains prioritized for those with the highest vulnerabilities, CDSS expects that grantees use the majority of funds to support people experiencing homelessness.

D. Housing First

The BFH must operate in accordance with Housing First. WIC Section 8256 requires that all state-funded housing programs operate in accordance with the core components of Housing First as enumerated in WIC Section 8255 and further outlined in ACL 19-114.

Housing First means that individuals should be connected to housing or housing supports immediately without preconditions and unnecessary barriers. While providers must actively engage eligible families to participate in services, participants may choose not to participate, making service participation voluntary, client choice shall be respected, and applicants shall not be rejected on the basis of income, past evictions, substance use, or any other behaviors that some may interpret as a lack of "housing readiness."

The CDSS has developed and previously requested that grantees complete a Housing First Self-Assessment to support grantees in assessing their adherence to and adoption of Housing First and identify areas for development. CDSS reserves the right to request that grantees complete a Housing First Self-Assessment throughout the technical assistance process. This may be requested from grantees establishing new programs or when a Housing First practice requires improvement or refinement. As an example, a Housing First Self-Assessment for the Bringing Families Home Pilot can be found under Attachment Five of ACWDL dated September 5, 2019 and was developed using:

- The Housing First core components in WIC Section 8255
- The United States Interagency Council on Homelessness (USICH) Housing First checklist
- The Department of Housing and Urban Development (HUD) Housing First Assessment Tool
- The Corporation for Supportive Housing (CSH) checklist

E. Collaboration and Integration with the Local Homeless Response System

Partnerships and collaboration are critical to the success of BFH. Grantees operating BFH are required to collaborate and coordinate with the greater homelessness response system, including participation in the local homeless Continuum of Care (CoC) and local Coordinated Entry System (CES), as CES is locally available. Coordination across local homeless service systems as well as the child welfare system is critical to

Attachment: CL_02-11-22 (RES-2022-171 : Approve Funding of Bringing Families Home Program)

effectively and holistically serve BFH families as well as blend and maximize community resources. The BFH programs should be actively involved in, accept referrals from, and provide referrals to the local CES and participate in planning or performance processes to improve efficiency across systems and ensure appropriate referrals are occurring. While BFH programs should accept referrals from the local CES, BFH-eligible families should not be "screened out" of BFH based on their CES acuity score unless this is the grantee's chosen prioritization assessment, and all eligible families cannot be served.

Services provided must also be in coordination with other services being provided by child welfare services or tribes, family resource centers, family courts, and other service providers dedicated to the stability and wellbeing of the family. These may include but are not limited to, behavioral health and emergency response systems, educational systems, domestic violence agencies, juvenile dependency courts, legal aid organizations, and other relevant networks to maximize available funding and connect participants to additional resources and supportive services.

Collaboration with local Public Housing Authorities (PHAs) is also highly recommended. BFH programs are encouraged to utilize any available housing vouchers, such as HUD's Family Unification Program vouchers or other housing resources offered by the PHA to provide housing to eligible BFH families. Grantees should also partner with tribal housing authorities and housing and homelessness agencies within incorporated cities.

Information on program collaborations will be requested in future program updates. Grantees may use BFH funds to establish specific positions to support the coordination of these systems.

F. Racial Equity

The CDSS requires grantees to commit to addressing racial disproportionality for people experiencing homelessness and ensuring equitable provision of services for Black and Indigenous individuals and other people of color who are disproportionately impacted by homelessness. Black and Indigenous people experience homelessness at significantly higher rates than whites, largely due to long-standing historical and structural racism. In California, Black people account for seven percent of the general population, but represent more than 31 percent of people experiencing homelessness. The disproportionality in homelessness is a by-product of systemic inequity – the racism continues to perpetuate disparities in critical areas that impact rates of homelessness, including poverty, segregation/rental housing discrimination, incarceration, and access to health care. Additionally, children of color are overrepresented in the child welfare system including Black and Indigenous children despite requirements of the Indian Child Welfare Act.

Additionally, per Government Code Section 8899.50, each county grantee must also operate its BFH in a manner that affirmatively furthers fair housing. This means that BFH must be operated in a way that takes "meaningful actions, in addition to combating discrimination, that overcome patterns of segregation and foster inclusive communities free from barriers that restrict access to opportunity based on protected characteristics."

Attachment: CL_02-11-22 (RES-2022-171 : Approve Funding of Bringing Families Home Program)

Attachment Two

Grantees should review demographic data of child welfare and BFH participants and understand how program demographics compare to the racial and ethnic makeup of low income, unhoused families, and/or families in receipt of child welfare services. This information can provide initial insight on racial inequity within programming and should inform strategies for addressing racial equity. Grantees should utilize and track data to inform equitable services for families of marginalized populations including Black and Indigenous children who are overrepresented in the child welfare system. Grantees should review the reports and resources below for examples of how housing and homelessness programs have incorporated racial equity into programming. Grantees are encouraged to seek meaningful input and participation from current and former BFH recipients, including recipients of color, that go beyond identifying disparities to try to identify causes of such disparities from individuals with lived experiences. Additionally, CDSS will provide technical assistance opportunities to help counties address racial equity within BFH programming. The BFH funds can be used to support efforts such as a racial equity analysis or plans for BFH.

Grantees are encouraged to review the following reports and resources related to racial equity:

Reports

- Racial Inequalities in Homelessness, by the Numbers
- Supporting Partnerships for Anti-Racist Communities (SPARC) Phase One Study Findings
- A Brief Timeline of Race and Homelessness in America
  Report and Recommendations of the Ad Hoc Committee on Black People Experiencing Homelessness

Resources

- Equity-Based Decision-Making Framework
- Framework for an Equitable COVID-19 Homelessness Response
- Advancing Racial Equity through Assessments and Prioritization (HUD)
- CA Housing and Community Development's Guidance on Affirmatively Furthering Fair Housing
- CA Business Consumer Services and Housing Agency's data portal
- The Corporation for Supportive Housing (CSH) Race Equity in Housing

III. PROGRAM ACCOUNTABILITY

A. Technical Assistance

Training and technical assistance (TA) will continue to be offered by CDSS for all grantees to help establish, develop, and improve their programs and to facilitate information-sharing across BFH programs. The TA and training opportunities include one-on-one calls, training as part of regional or topic-specific cohorts, state-wide learning sessions, in person or virtual learning forums, strategy meetings, process

Attachment: CL_02-11-22 (RES-2022-171 : Approve Funding of Bringing Families Home Program)

mapping, case conferencing, etc. CDSS may designate specific TA or training as mandatory, including for specific staff, such as program leads.

The TA and training topics may include strategies for strengthening outreach, case management, housing navigation, prevention services, as well as local workforce development, streamlining administrative efficiencies, advancing equity on a systems level, data collection, performance monitoring and improving collaboration with the local homelessness response system. The TA and training may be conducted by CDSS or a CDSS designated contractor or partner. Additionally, programs may utilize BFH funds to provide program-specific training in areas identified by the grantee or CDSS to support continuous quality improvement.

Based on feedback from current grantees, CDSS plans to establish cross-program opportunities for TA engagement. For example, CDSS will host joint office hours to address questions across the suite of CDSS funded programs, rather than exclusively program specific meetings. Grantees are encouraged to provide feedback to CDSS on how we can structure meetings that address the needs of grantees and service providers operating the programs. Please send feedback to housing@dss.ca.gov.

B. Data Reporting and Integration

Data collection, progress monitoring, and outcome reporting are essential and mandatory elements of BFH. Data needs should be considered when deciding on staffing, training, and program design. Successful data integration goes beyond completing program data reports and requires building relationships with Homeless Management Information System (HMIS) administrators, service providers, and other entities that are part of the data integration process.

1. Bringing Families Home 17 Quarterly Report

Grantees are required to report individual level and aggregate data on a quarterly basis via the BFH 17 report which is to be submitted via the Secure Automated File Exchange website. Additional information about the BFH 17 data requirements are available upon request to housing@dss.ca.gov. Updated instructions for the BFH 17 will be released under separate cover. Grantees may be required to complete and submit additional data as specified by CDSS, and any additional data requirements established by CDSS will be done after consultation with the County Welfare Directors Association of California (CWDA), tribes, and advocates for clients. Applicants may request additional information about BFH data reporting requirements by emailing housing@dss.ca.gov.

2. Homeless Management Information System

Effective July 1, 2020, all grantees operating a BFH are required to ensure participants served by BFH are entered into their local Homeless Management Information System (HMIS). CDSS requires this practice to ensure BFH is aligned with the broader homelessness field and to build for future data collection efficiencies in BFH.

3. Assembly Bill 977 Data Reporting Requirements **(NEW)**

Attachment: CL_02-11-22 (RES-2022-171 : Approve Funding of Bringing Families Home Program)

Assembly Bill 977, Chapter 397, Statutes of 2021 includes additional requirements of utilization of HMIS for BFH. Beginning on January 1, 2023, a county or entity operating BFH, as a condition of receiving state funds, shall enter the Universal Data Elements (Items 3.01-3.917) and the Common Data Elements (Items 4.02-4.20 and Item W5 of the Individual Federal Partner Program Elements) drawn from the United States Department of Housing and Urban Development Homeless Management Information System Data Standards. The BFH grantees should follow HUD guidance on HMIS project set-up for BFH as an HMIS project and collect the appropriate data elements. Grantees should collaborate with their CoC's HMIS lead to ensure proper project setup. Any grantee that does not already collect and enter these data into the local HMIS shall, upon request, receive technical assistance and guidance from staff of the California Interagency Council on Homelessness, and as available, from federal partners, including, but not limited to, the United States Department of Housing and Urban Development. To request technical assistance, grantees may either contact the Council directly at HCFC@BCSH.ca.gov or they may send their request to Housing@dss.ca.gov and CDSS staff will coordinate the facilitation of any necessary technical assistance between the grantee and Council staff. Additional guidance regarding AB 977 requirements and implementation will be provided under separate cover.

4. Formal Statewide Evaluation

Grantees must also participate in activities related to any formal BFH evaluation, such as submitting data and logic models, conducting data reviews and cleaning, or participating in interviews, surveys and focus groups. Grantees are reminded that they may use BFH funds to support these requirements related to and in support of a formal evaluation.

C. Program Planning and Updated Requirements (NEW)

As described in the main body of this ACWDL, CDSS is providing counties and tribes the opportunity to accept noncompetitive allocations. Therefore, as a condition of receiving these funds, grantees will be required to provide regular program updates to demonstrate use of program funds consistent with program guidance and requirements. CDSS will request a program update using a state-provided template to be distributed six months after the FY 2021-22 funds are accepted and annually thereafter.

D. Program Performance and Evaluation

Grantees are expected to regularly measure, monitor, and communicate program impact and performance. Establishing clear targets and collecting data to measure progress is part of this process. Further guidance on program metrics will be provided as needed. The BFH programs are encouraged to consistently track progress on process and outcomes metrics such as, but not limited to:

- Number of families referred and approved for BFH
- Number of families permanently housed who retain housing for 6 and 12 months
- Child welfare service component changes while families are enrolled in BFH
- Number of families with improved service receipt and connection in BFH

Attachment: CL_02-11-22 (RES-2022-171 : Approve Funding of Bringing Families Home Program)

- Participant satisfaction metrics
- Equity data, including:
    - race and ethnicity of participants,
    - disability status of participants,
    - sexual orientation and gender identity of participants,
    - primary language of participants, and
    - geographic location/distribution where housing is preserved or obtained

There are other indicators that may be helpful in evaluating program performance and impact, such as length of time between referral and enrollment, between enrollment and placement in interim housing, or number of participants housed and unhoused at program exit. These metrics may be drawn from data reported in the BFH 17 and/or other sources available to the grantee. Client stories and other qualitative information can also communicate impact, though these should be shared with client consent, dignity, and in accordance with all applicable privacy laws. CDSS recommends grantees track and review other relevant metrics related to local program needs and impact and will provide further guidance, including through technical assistance, on how to set and monitor program performance indicators.

The CDSS will conduct ongoing monitoring of program performance using the data, claiming information, and program updates submitted by grantees. Consistent with evidence-based programming, CDSS aims to utilize outcomes data to inform future funding. Therefore, grantees are encouraged to use data to conduct their own program management, oversight, and continuous quality improvement.

E. Program Compliance

Should CDSS become aware that a grantee is not operating the BFH consistent with statutory requirements or formal guidance issued by CDSS, the Department will notify the grantee that they shall amend their program within a specified timeline in order to come into compliance. CDSS will provide technical assistance to support grantees and to ensure that programs are operated consistent with evidence-based practices and may request more regular program updates to reflect program compliance. CDSS, in consultation with CWDA, or in consultation with the Tribe, in the case of a Tribal grantee, reserves the right to reallocate funds if a grantee is unable to comply with program requirements within a reasonable amount of time.

Examples of non-compliance may include, but are not limited to, failing to offer housing support and assistance as described in WIC Section 16523.1, within this ACWDL and ACWDL dated September 5, 2019, or violating housing first requirements as described in WIC Section 8255 and 8256.

The CDSS acknowledges that program goals and targets, including budgeting, may be subject to change given the dynamic nature of homeless assistance. If a grantee is not able to meet the target of families to serve or is not maximizing direct financial assistance, CDSS would offer additional technical assistance to the grantee to help achieve best or promising practices in these areas.

Attachment: CL_02-11-22 (RES-2022-171 : Approve Funding of Bringing Families Home Program)

Attachment Two

1. Notice of Program Interruption to California Department of Social Services

Grantees must notify CDSS in writing at least 30 days in advance of any temporary or permanent interruption or end to BFH services and operations for any reason, including fully spending their allocation.

IV. ADDITIONAL STATE AND FEDERAL RESOURCES TO SUPPORT BRINGING FAMILIES HOME CLIENTS

The FY 2021-22 California State Budget also includes investments in programs across the state that may assist BFH clients. For more information on funding sources to leverage in support of BFH, please visit the California Interagency Council on Homelessness (Cal-ICH), website and reference the Guide to Strategic Use of Key State and Federal Funds document. Grantees are also encouraged to leverage expanded funding, services, and staff made available to other programs within the local Department of Social Services, such as the CalWORKs Housing Support Program, CalWORKs Homeless Assistance program, and the Housing and Disability Advocacy Program. Additional resources that may support BFH clients are listed below, for reference.

A. CDSS Housing Resources

- **CalWORKs Housing Support Program**

  The Budget Act of 2021 appropriated $285.0 million for the CalWORKs Housing Support Program (HSP), including the annual, ongoing appropriation of $95.0 million, as well as a one-time appropriation of $190.0 million available for encumbrance or expenditure over multiple years, to foster housing stability for families experiencing or at risk of homelessness in the CalWORKs program. Grantees should consider transfers to, or co-enroll with, HSP for eligible BFH families.

- **CalWORKs Homeless Assistance**

  The CalWORKs Homeless Assistance (HA) Program was established to help families in the CalWORKs program meet the costs of securing or maintaining permanent housing or to provide emergency shelter when a family is experiencing homelessness. The HA includes both temporary HA, which helps families pay the costs of temporary shelter, and permanent HA, which provides financial assistance to prevent eviction or help families pay a security deposit for permanent housing. Eligible families may receive either temporary or permanent HA, or both, once in a 12-month period, with certain exceptions. Grantees should consider transfers to HA for their families exiting BFH.

- **AB 429: CalWORKs-Funded Family Reunification Services**

  Assembly Bill (AB) 429, permits continuation of CalWORKs services to parents after removal of their children from the home by the Child Welfare Service Agency (CWSA). These CalWORKs-funded Welfare-To-Work services are part of a Family Reunification (FR) plan established by the county CWSA in conjunction with the Court and may continue for up to 180 consecutive days, during which time the children are considered temporarily absent from the home. The BFH administrators

Attachment: CL_02-11-22 (RES-2022-171 : Approve Funding of Bringing Families Home Program)

should collaborate with local CalWORKs administrators to ensure programs are complimentary and coordinated in addressing family needs.

- **Project Roomkey**

  Project Roomkey was established in March 2020 as part of the state response to the COVID-19 pandemic. The purpose of Project Roomkey (PRK) is to provide non-congregate shelter options for people experiencing homelessness, protect human life, and minimize strain on health care system capacity. The PRK can be a resource for BFH families in need of urgent temporary shelter in order to protect against the risk of COVID-19. The BFH administrators should collaborate with local PRK administrators to ensure programs are complimentary and coordinated in addressing family homelessness within the COVID-19 pandemic.

- **Housing and Disability Advocacy Program**

  The Housing and Disability Advocacy Program (HDAP) was established to assist people experiencing or at risk of homelessness who are likely eligible for disability benefits by providing advocacy for disability benefits as well as housing supports. The HDAP offers housing related financial assistance and wrap-around supportive services, including, but not limited to: interim housing, rental assistance, housing navigation, case management, security deposits, utility payments, moving costs, legal services, and credit repair. The HDAP also provides outreach services as well as case management for connections to any additional service needs as applicable. The BFH administrators should collaborate with local HDAP administrators to ensure programs are complimentary and coordinated in addressing family homelessness.

B. Additional Housing and Supportive Services Resources

- **Homekey**

  The Budget includes $2.75 billion for Homekey (Round 2) to further expand the portfolio of housing by supporting the acquisition and conversion of properties into affordable and supportive housing or interim housing. Counties should collaborate with their CoC to identify local Homekey operators and identify potential areas of collaboration, such as unit set asides for BFH participants. Information regarding Homekey Notice of Funding Availability is on the Homekey website.

- **Homeless Housing, Assistance, and Prevention Program Rounds 3 and 4**

  The Budget includes $2.0 billion one-time General Fund to the Homeless Coordinating and Financing Council, newly renamed the California Interagency Council on Homelessness (Cal ICH), to assist counties Continuums of Care, large cities, and federally recognized tribes with addressing homelessness in their communities.

- **California Department of Education: Homeless Education**

  The McKinney-Vento Homeless Assistance Act ensures the educational rights and protections of children and youth experiencing homelessness. The McKinney-Vento Act also authorizes the funding for the federal Education for Homeless Children and Youth Program. Children, youth and their families identified by local education agencies (LEAs) may be eligible for BFH. The BFH administrators should outreach to and collaborate with local LEAs to ensure processes and program plans are

Attachment: CL_02-11-22 (RES-2022-171 : Approve Funding of Bringing Families Home Program)

aligned and eligible families are identified and offered BFH services and that programs are complimentary and coordinated in addressing family needs.

- **Emergency Rental Assistance Program**

  The Emergency Rental Assistance Program makes funding available to assist households that are unable to pay rent or utilities. Two separate programs have been established under the American Rescue Plan Act of 2021. The funds are provided directly to states, U.S. territories, local governments, and Indian tribes. Counties use the funds to provide assistance to eligible households through existing or newly created rental assistance programs.

- **Emergency Solutions Grants Program**

  The Emergency Solutions Grants (ESG) program assists in helping people to quickly regain stability in permanent housing after experiencing a housing crisis and/or homelessness. The ESG funds may be used for five program components: street outreach, emergency shelter, homelessness prevention, rapid re-housing assistance, and HMIS; as well as administrative activities.

- **Mental Health Services Act**

  The Mental Health Services Act (MHSA) was passed by California voters in 2004 and is funded by a one percent income tax on personal income in excess of $1 million per year. It is designed to expand and transform California's behavioral health system to better serve individuals with, and at risk of, serious mental health issues, and their families. The MHSA addresses a broad continuum of prevention, early intervention, and service needs and the necessary infrastructure, technology, and training elements that effectively support the public behavioral health system.

- **Behavioral Health Continuum Infrastructure Program**

  The Behavioral Health Continuum Infrastructure Program(BHCIP) provides Department of Health Care Services (DHCS) with funding to award competitive grants to qualified entities to construct, acquire, and rehabilitate real estate assets, or to invest in mobile crisis infrastructure to expand the community continuum of behavioral health treatment resources. A portion of the funding is available for increased infrastructure targeted to children and youth age 25 and younger. For more information, please email BHCIP@dhcs.ca.gov or visit the DHCS website.

Attachment: CL_02-11-22 (RES-2022-171 : Approve Funding of Bringing Families Home Program)

ATTACHMENT THREE: PREVENTION GUIDANCE AND RESOURCES

In previous fiscal years, BFH programs primarily served families experiencing literal homelessness. With the FY 2021-22 expansion of eligibility and funding, grantees may now further provide BFH services to include homelessness prevention for those at-risk of homelessness and families in a living situation that cannot accommodate a child or multiple children. Program expectations and requirements for homelessness prevention services are outlined throughout this attachment.

I. EXPANSION TO SERVE FAMILIES AT RISK OF HOMELESSNESS AND PREVENTION SERVICES GUIDELINES

The WIC Section 16523 has been expanded to include families in the child welfare system who are at risk of homelessness and families in a living situation that cannot accommodate a child or multiple children, defined further in Attachment One. This expansion may significantly impact how grantees design and contract the program. Resources on eviction and homelessness prevention are included below.

Grantees should strategize how to expand BFH homelessness prevention services. Grantees are encouraged to review the homelessness prevention resources provided within this letter. Grantees should implement these program changes once familiar with homelessness prevention best practices. **Grantees are encouraged to limit overall spending on homelessness prevention assistance for families at risk of homelessness to no more than 30 percent of the noncompetitive allocation.**

A. Types of Prevention Assistance

Preventative services and assistance are varied and can include any preventative measure that will save a tenancy, help families regain stability in their current housing, or move and achieve stability in a new housing location. This may include but is not limited to rental or utility arrears, late fee payments, first month's rent and/or security deposits, ongoing rental assistance, landlord mediation, repairs, habitability/accessibility improvements, housing navigation, and diversion and problem-solving services as needed.

B. Targeting Prevention Assistance

According to the National Alliance to End Homelessness (NAEH) Prevention Targeting 101, while homelessness prevention refers to a broad category of services, research shows that homelessness prevention is more effective when targeted to the people who are most likely to fall into homelessness in the absence of preventative assistance. Therefore, among families eligible for prevention assistance due to being at risk of homelessness, grantees should prioritize serving families with the greatest risk factors for homelessness, including households with multiple risk factors as listed below. Risk factors of family separation or delays or disruptions of reunification should also be considered within the family's overall vulnerability and need for stable housing.

Also, targeting households who are closer to the anticipated loss of housing increases the chances they will actually need financial assistance from the homeless assistance

Attachment: CL_02-11-22 (RES-2022-171 : Approve Funding of Bringing Families Home Program)

system in order to stay out of shelter. The more time a household has until their housing situation ends, the more likely it is they may find a workable solution for their current situation that does not require assistance. For this reason, households that have come seeking emergency shelter but may still be in their own housing situation are often good candidates for receiving prevention assistance.

Often, the Homeless Management Information System (HMIS) or similar data collection system can provide the data the program needs to further identify and target service needs.

Grantees should also consider targeting prevention assistance to households that have risk factors for housing instability and homelessness. Some risk factors to consider include:

- Single parent households
- Households with children under two
- Disabilities in the household
- Criminal records
- Exiting institutions
- History of conduct notices or other lease violations
- Past evictions
- Immigration status
- Pregnancy
- Number of and length of previous homeless episodes
- Immediate crises such as domestic abuse, substance abuse, or mental health crises
- Living situation prior to entering the homeless assistance system (doubled up or not being a leaseholder)
- Employment status
- Household size and membership (presence of children, their ages, etc.)

Without using available shelter data in selecting prevention assistance criteria, communities may run a higher risk of inadvertently serving people who would never have become homeless in the first place, limiting the resources available to households that truly need them. The National Alliance to End Homelessness Prevention Targeting 101 briefing includes factors for consideration for programs without access to shelter data.

C. Eviction Prevention

Eviction prevention is distinct from homelessness prevention in that it is not narrowly targeted to only those households who are at risk of homelessness due to a potential eviction. Homelessness prevention efforts often include strategies to help households build housing stability or avoid loss of housing. This may include but is not limited to short term or one-time financial assistance payments, including payment of back rent, and/or more substantial case management or other supportive services that can help families to stabilize and maintain housing stability.

Attachment: CL_02-11-22 (RES-2022-171 : Approve Funding of Bringing Families Home Program)

Attachment Three

Eviction prevention strategies for CDSS programs, including BFH, during COVID-19 are outlined in ACWDL dated January 14, 2021, and information on requirements for BFH to leverage federal and state rent relief resources is outlined in the section below.

II. EMERGENCY RENTAL ASSISTANCE /CALIFORNIA COVID-19 RENTAL RELIEF FUNDS

Over $5.2 billion in funding has been made available thus far to California through Emergency Rental Assistance (ERA) funding administered through the U.S. Department of the Treasury. The ERA funds, which were made available to states, tribes, and local governments, can assist households that are unable to pay rent or utilities due to COVID-related circumstances. The ERA funds administered by the State of California are referred to as the CA COVID-19 Rent Relief Program.

For eligible families who are behind on rent or utilities due to COVID-related circumstances, BFH administrators should assist participants with accessing ERA-funded rent relief before using BFH funds to pay arrears. This requirement is not intended to impact eligibility for BFH but is rather a requirement to utilize ERA funds for rental assistance **before** BFH funds are used, when available, and help participants in accessing ERA funds. Additionally, it is vital that BFH administrators continue to assist clients with applying for ERA-funded rent relief before using BFH funds to mitigate the risk of eviction, as application for ERA-funded rent relief extends critical eviction prevention protections under AB 832. The BFH administrators can enroll eligible families in BFH for case management and other non-arrears assistance while helping families apply for and access ERA-funded rent relief.

However, if rent relief would not prevent a loss of housing and the family is eligible for BFH, then BFH funds can be utilized to keep the family housed, including by covering arrears to prevent a loss of housing.

Situations in which rent relief would not prevent a loss of housing may include, but are not limited to, instances where:

- the temporary AB 832 protections do not apply in the family's particular situation;
- there is a pending eviction for something other than COVID-related arrears;
- receipt of rent relief will not cover the full amount of the family's arrears; or,
- the family's rent relief application is denied.

Rent relief under ERA covers up to 100 percent of unpaid back rent as well as future rent and expenses that a tenant is unable to pay due to COVID-19 impacts. This might include loss of job or reduction in hours, loss of transportation to and from jobs, loss of childcare preventing regular work, increased healthcare or other costs, and other impacts to daily life that result in reduced or no income or increased costs. Rental relief applications can be submitted by landlords, renters, or both. However, a renter must participate for relief funds to be received.

The BFH participants may also benefit from more in-depth application assistance offered through the Local Partner Network (LPN). These partners can meet with

Attachment: CL_02-11-22 (RES-2022-171 : Approve Funding of Bringing Families Home Program)

participants at their home or another site to walk them through the process, assist with documentation and uploads, and add designees to their account to enable a third-party to help them complete the application. **To access an LPN appointment call 833-687-0967.** This phone line is open to the public and can be accessed by participants or case workers. The BFH funds may be used to provide further support to BFH clients in navigating this assistance and it is recommended that case workers help facilitate the process alongside the BFH participant.

Reference the following resources to learn more and begin an application:

- Visit the COVID-19 Rental Relief Program website for more information on the program or to begin an application.
- **Call 833-430-2122** for questions about the program and eligibility.
- **Call 833-687-0967** for assistance in a language besides English, or to receive more in-depth assistance in the application process through an LPN.

For informational brochures on the COVID-19 Rental Relief Program, please visit the CA COVID-19 Rent Relief Toolkit dropbox**.**

III. ADDITIONAL HOMELESSNESS PREVENTION RESOURCES

For more information on implementing equitable homelessness prevention activities, see:

- Framework for Homelessness Prevention – HUD
  - Overview of types of prevention programs and strategies, target population, and considerations for COVID-19.
- Homeless System Response: Prevention to Promote Equity – HUD
  - Guide to ensuring equitable access and culturally responsive prevention strategies and monitoring outcomes.
- Homeless System Response: Effective and Efficient Prevention Programs – HUD
  - Summary of strategies utilized in innovative homelessness prevention programs and interventions in multiple states
- Homeless System Response: How to Design, Scale, and Fund a Homelessness Prevention Program During COVID-19 – HUD
  - Recommended operational steps for planning, developing, implementing, and administering effective homelessness prevention strategies
- Prevent Homelessness – United States Interagency Council on Homelessness
  - Overview of crisis intervention and mitigation strategies aimed at reducing the risk of homelessness
- A New Direction: A Framework for Homelessness Prevention – Canadian Observatory on Homelessness
  - Overview of where prevention fits into broader housing and homelessness assistance, including how the Canadian housing and homelessness system is designed.
- Homelessness Prevention: A Review of the Literature – Center for Evidence-based Solutions to Homelessness

Attachment: CL_02-11-22 (RES-2022-171 : Approve Funding of Bringing Families Home Program)

  - Overview of research on what types of interventions are most effective in preventing homelessness, key factors in predicting homelessness, and overview of existing screening models.
- Preventing Homelessness: Evidence-Based Methods to Screen Adults and Families at Risk of Homelessness in Los Angeles – California Policy Lab
  - Recommendations from the California Policy Lab on prevention targeting tools, including risk factors that may indicate risk of homelessness, modifications to make tools more user-friendly, and modifications that could be made for adults and families.
- How Child Welfare Leaders Can Support Families and Prevent Family Eviction
  - Include reports on the impact of evictions on families and present information on what child welfare and family support leaders and their communities can do now to prevent evictions for families and the importance of immediate and long-term cross-sector prevention strategies.
- Policy Brief: Leveraging the American Rescue Plan's Housing Resources to Help Families
  - A comprehensive policy brief for service providers on how you can leverage the housing resources provided by The American Rescue Plan Act, signed into law by President Biden in March 2021.

Attachment: CL_02-11-22 (RES-2022-171 : Approve Funding of Bringing Families Home Program)

ATTACHMENT FOUR: FISCAL AND BUDGET CONSIDERATIONS

I. BUDGET GUIDELINES

The BFH grantees must provide housing-related supports including, but not limited to housing navigation, case management, housing-related direct financial assistance, and housing stabilization services. Grantees must minimize administrative costs while maximizing direct services and housing related financial assistance within the program budget. Grantees must budget the program appropriately in order to ensure every participant has access to housing support and assistance.

The budget categories are defined as follows:

- **Administrative costs** may include, but are not limited to, program administrative staff (including program supervision and data tracking staff), general administration and costs necessary for the proper administration of the program, data tracking including HMIS licenses, overhead, and program development activities.
- **Direct program service costs** include case management staff, housing navigation staff, and other program staff or operational costs not included within administrative costs.
- **Direct financial assistance to support housing** represents all housing related costs paid out on behalf of the participant. This includes costs associated with rental assistance, application fees, security deposits, first and last months' rent, housing rehabilitation and modification costs, interim shelter assistance, move-in costs, landlord incentives, etc.

Grantees will be asked to provide updates on spending for administrative costs, direct program service costs, and direct financial assistance during required program updates. If grantees are not maximizing direct financial assistance or minimizing administrative costs, grantees will be asked to provide an explanation within their program update template, including plans to increase spending on direct financial assistance. CDSS will offer additional technical assistance to the grantee to help achieve best or promising practices in these areas.

II. FLEXIBLE CONTRACTING AND ADMINISTRATIVE EFFICIENCIES

Given that multiple rounds of funding may occur within a fiscal year or the grant period, CDSS strongly encourages grantees to make contracts and Memorandums of Understanding (MOUs) with implementing partners as flexible and easy to amend as possible. Contracts and MOUs may need to be altered to update award amounts, spending timeframes, and eligible activities (such as incorporating prevention services). Prioritizing flexibility will facilitate continued program operations while awaiting staggered funding, especially when transitioning to a new fiscal year and awaiting the finalization of the statewide program budget.

Grantees are strongly encouraged to consider strategic contracting with community partners, such as contracting with one implementing partner to deliver housing navigation across several programs with similar housing navigation needs. For example, grantees may utilize a portion of their BFH allocation in coordination with a

Attachment: CL_02-11-22 (RES-2022-171 : Approve Funding of Bringing Families Home Program)

portion of their CalWORKs Housing Support Program (HSP), Project Roomkey, Home Safe, Housing Navigators (funded through HCD), or other local, state, or federally funded program awards to provide housing navigation for multiple programs across the community.

Similarly, grantees should strongly consider developing a flexible housing subsidy pool, in which dedicated funds from various housing programs are centralized for planning purposes into a single source to meet a common administrative purpose amongst the programs. On a client services level, costs would be attributable to the specific client and program of which they are a participant and would be claimed accordingly. Flexible subsidy pools allow for greater economies of scale while reducing cross-program competition for housing within a community.

For more information on flexible housing subsidy pools, reference:

- Flexible Subsidy Housing Pools Fundamentals – U.S. Department of Housing and Urban Development
- History and Takeaways from Los Angeles County's Flexible Housing Subsidy Pools – The Hilton Foundation

III. CLAIMING AND MATCH INSTRUCTIONS

Allowable expenditures, as described in this ACWDL, should continue to be claimed through the County Expense Claim Reporting Information System to Program Code 0496 (BFH). Expenditures exceeding the GF allocation will be shifted to county-only funding via State Use Only (SUO) Code 0484 (SUO – BFH). For additional claiming instructions, grantees should review County Fiscal Letter (CFL) No. 17/18-79 and CFL No. 18/19-25.

Note: Claiming instructions and match guidelines will be updated under separate cover to accommodate both the newer noncompetitive funding (which has no match requirement) and the BFH funding that remains available from CFL 19/20-67 (which maintains its match requirement).

Attachment: CL_02-11-22 (RES-2022-171 : Approve Funding of Bringing Families Home Program)

ATTACHMENT FIVE: FISCAL YEAR 2021-22 NONCOMPETITIVE ALLOCATION AMOUNTS

The below table contains the noncompetitive allocation amounts for all 58 counties and one continuing tribe. The table includes "Humboldt County & Yurok Tribe" as a regional partnership. More information on the allocation methodology is contained in the "Fiscal Year (FY) 2021-22 Budget Updates" section of the main letter of this ACWDL. To accept the allocations, grantees must sign and return the Director's Certification in Attachment Six by **March 25th, 2022**. The funding process for Tribal Governments interested in establishing a new BFH will be provided under separate cover.

County	FY 2021-22 Noncompetitive Allocation
Alameda	$ 2,663,334
Alpine	$ 250,000
Amador	$ 250,000
Butte	$ 494,725
Calaveras	$ 250,000
Colusa	$ 250,000
Contra Costa	$ 1,079,500
Del Norte	$ 250,000
El Dorado	$ 279,991
Fresno	$ 1,810,337
Glenn	$ 250,000
Humboldt & Yurok Tribe	$ 1,521,931
Imperial	$ 497,484
Inyo	$ 250,000
Kern	$ 1,103,151
Kings	$ 405,681
Lake	$ 250,000
Lassen	$ 250,000
Los Angeles	$ 30,060,753
Madera	$ 311,882
Marin	$ 337,110
Mariposa	$ 250,000
Mendocino	$ 308,514
Merced	$ 385,260
Modoc	$ 250,000
Mono	$ 250,000
Monterey	$ 806,961
Napa	$ 250,000
Nevada	$ 250,000
Orange	$ 3,609,346

County	FY 2021-22 Noncompetitive Allocation
Placer	$ 425,000
Plumas	$ 250,000
Riverside	$ 2,583,139
Sacramento	$ 2,508,763
San Benito	$ 250,000
San Bernardino	$ 2,940,892
San Diego	$ 3,558,608
San Francisco	$ 4,015,877
San Joaquin	$ 1,091,204
San Luis Obispo	$ 1,587,971
San Mateo	$ 634,714
Santa Barbara	$ 742,442
Santa Clara	$ 3,526,143
Santa Cruz	$ 1,566,553
Shasta	$ 556,152
Sierra	$ 250,000
Siskiyou	$ 250,000
Solano	$ 524,719
Sonoma	$ 1,609,275
Stanislaus	$ 1,000,173
Sutter	$ 339,645
Tehama	$ 250,000
Trinity	$ 250,000
Tulare	$ 757,918
Tuolumne	$ 250,000
Ventura	$ 915,487
Yolo	$ 364,365
Yuba	$ 700,000
TOTAL	**$ 82,875,000**

Attachment: CL_02-11-22 (RES-2022-171 : Approve Funding of Bringing Families Home Program)

ATTACHMENT SIX: DIRECTOR'S CERTIFICATION, INSTRUCTIONS AND FUNDING CONDITIONS

County Welfare Directors and Tribal Administrators wishing to accept the funds made available to their county and/or tribe as listed in Attachment Five shall complete and return this Director's Certification to housing@dss.ca.gov by **March 25th, 2002**. Counties and tribes interested in establishing new regional programs should refer to Attachment Seven for additional information.

Grantees accepting all or a portion of funds made available to their county/tribe as listed in Attachment Five shall complete Section One through Three below. Grantees declining all funding for FY 2021-22, shall complete Section One and Four below.

By accepting these funds and signing the certification below, the County Welfare Director and/or Tribal Administrator agrees to the funding terms and conditions outlined within this letter.

I. SECTION ONE: CONTACT INFORMATION

a) Name of County/Tribe: _____

b) Name of Contact Person and Title:

_____

c) Contact Information (Phone and Email):

_____

II. SECTION TWO: FUNDING AMOUNT AND PROGRAM TARGETS

NONCOMPETITIVE ALLOCATION: A county/tribe may accept the full amount identified within Attachment Five or a portion of these funds. For continuing grantees, **Attachment Five allocations are NOT inclusive of continued funding from CFL 19/20-67.**

Complete the information below to confirm acknowledgment of Attachment Five allocation amounts and select one of the following acceptance options

The Grantee hereby acknowledges the total noncompetitive allocation in Attachment Five is $_____.

The Grantee hereby:

☐ Accepts the **total** allocation amount as listed in Attachment Five

☐ Accepts the total allocation amount as listed in Attachment Five **AND** accepts additional funds, if available, beyond current allocation level **with no limit**

☐ Accepts the total allocation amount as listed in Attachment Five **AND** accepts additional funds, if available, beyond current allocation level **up to a limit**

Attachment: CL_02-11-22 (RES-2022-171 : Approve Funding of Bringing Families Home Program)

- Specify the total FY 2021-22 allocation the grantee is able to accept: $_____

☐ Accepts **only a portion** of the allocation amount as listed in Attachment Five.

- Specify the total FY 2021-22 allocation the grantee is able to accept: $_____

Expected Clients to Serve: Grantees should assess community need, program capacity, and available resources to estimate the total unduplicated number of new and continuing BFH participants expected to be served between July 1, 2021 and June 30, 2024, with the funds accepted through the noncompetitive allocation above. Grantees should estimate the expected number of clients served to the best of their ability. However, these projections are for the purposes of initial program scoping and CDSS expects that grantees will refine these numbers at a later date.

Complete all the following:

i. Estimated number of families **experiencing homelessness** to receive permanent housing through BFH: _____
ii. Estimated number of families **at risk of homelessness** to receive BFH homelessness prevention services: _____
iii. Estimated **TOTAL** number of families to serve in BFH (i+ii): _____

III. SECTION THREE: COLLABORATION AND DIRECTOR'S CERTIFICATION OF FUNDING TERMS

Collaboration: BFH grantees must inform the local housing, homelessness, health, and social service networks of the following information:

- Total allocation available to the Grantee
- Total allocation accepted by the Grantee
- BFH program benefits and eligibility (e.g., Attachment One and Two)
- BFH program requirements as it relates to collaboration with the CoC, CES, and HMIS (e.g., Attachment Two)

Examples of partner outreach and communications include but are not limited to sharing the information with partners via an email, sharing at advisory or collaborative meetings, and providing roadshows or presentations to partners.

Relevant agencies and organizations may include the Continuum of Care (CoC), Public Housing Authorities (PHA), housing agencies of incorporated cities, family resource centers, family courts, behavioral health systems, educational systems, domestic violence agencies, juvenile dependency courts, legal aid organizations, and other relevant networks or partners critical to local outreach and collaboration.

Attachment: CL_02-11-22 (RES-2022-171 : Approve Funding of Bringing Families Home Program)

Attachment Six

☐ **A copy of the letter(s) sent to relevant partner agencies within the community and list of recipients is attached**. The county or tribe understands that this is a requirement to accept the noncompetitive allocation.

CONDITIONS OF FUNDING

I, County Welfare Director and/or Tribal Agency Director of [insert name of county and/or tribe], certify that I will:

1) Operate a BFH consistent with relevant laws, regulations, program guidance, and evidence-based practices, including but not limited to:
    a) Welfare and Institutions Code (WIC) Sections 16523 and 16523.1;
    b) All County Letters or similar instruction, including this ACWDL and ACWDL dated September 5, 2019;
    c) Housing First requirements as enumerated in WIC Section 8255 and further outlined in ACL 19-114;
    d) Evidence-based and promising practices in homeless assistance and homeless prevention.
2) Actively collaborate with local, state, and federal housing, homelessness and health and social service systems in order to make best use of available funding and link clients to necessary services. I understand that information on these collaborations will be requested within program updates. These collaborating entities may include but are not limited to:
    a) Child welfare service systems
    b) Continuums of Care and Coordinated Entry Systems
    c) Behavioral health systems
    d) Medical institutions and emergency response systems
    e) Housing authorities
    f) Public benefit agencies
    g) Legal aid and benefit advocacy providers
    h) Family resource centers
3) Collect, track, report and measure relevant program outcomes and engage in continuous data quality improvement, such as:
    a) Enter clients into HMIS.
    b) Submit BFH related program reports, including but not limited to the BFH 17, as specified by CDSS through an ACL or similar instruction.
    c) Participate in formal evaluation efforts which may include executing data sharing agreements with the HMIS administrator.
    d) Set program targets and milestones and report to CDSS on progress at least annually or upon request from CDSS.
4) Engage in training, technical assistance, and continuous quality improvement, including but not limited to:
    a) Program leads attend meetings and trainings required by CDSS.
    b) Respond to requests for program amendments in order to comply consistently with applicable laws and guidance, as determined by CDSS.

Attachment: CL_02-11-22 (RES-2022-171 : Approve Funding of Bringing Families Home Program)

c) Actively engage with technical assistance providers, including those contracted by CDSS, to support program growth, expansion, and improvement by attending meetings and trainings and contributing to technical assistance efforts, such as process mapping, program design, and case conferencing exercises.

5) Respond to requests for program progress reports, updates, expenditure information, including amount spent on prevention services, administrative costs, direct services and financial assistance, or program assessments as requested by CDSS, including but not limited to:
   a) For new grantees, implementation updates related to program ramp up at least every six months and then annually, after program implementation and until awarded amount is fully spent.
   b) For existing grantees, annual implementation updates in accordance with a schedule as determined by CDSS.
   c) For new and existing grantees, submit more frequent program updates if determined necessary by CDSS due to program performance.
6) Maximize spending on direct financial assistance and minimize administrative costs in order to ensure that all BFH participants are provided housing assistance and benefits advocacy.
7) Utilize Emergency Rental Assistance Program/California COVID-19 Rent Relief before BFH to pay for rental backpay, when applicable.
8) Notify CDSS in writing at least 30 days in advance of any temporary or permanent interruption or end to BFH services and operations for any reason, including fully spending the given allocation.
9) The CDSS reserves the right to reallocate BFH funds should a grantee be out of compliance with applicable laws or guidance issued by CDSS, and if CDSS determines it is appropriate or necessary to maximize program impact throughout the state.

I _____ certify that _____ will administer the BFH pursuant to the terms outlined above and understand this is a condition of receiving BFH funds. The information completed within the form and attached are true and correct.

_____ _____

County Welfare Director Signature/ Tribal Administrator Signature

Date

Attachment: CL_02-11-22 (RES-2022-171 : Approve Funding of Bringing Families Home Program)

Attachment Six

IV. SECTION FOUR: DECLINING FUNDS

DECLINING FUNDS – Only complete if the county or tribe DOES NOT wish to accept the Noncompetitive Allocation outlined in Attachment Five.

Counties and tribes that do not wish to accept the noncompetitive allocation outlined in Attachment Five are asked to notify CDSS by completing and signing the section immediately below and returning it to housing@dss.ca.gov as soon as possible but no later than **March 25th,2022.** The CDSS will consider the funds declined if no response is provided to CDSS by the county or tribe by **March 25th,2022.** Note: counties and tribes accepting funds should not complete this section.

To decline the funds, check the box below and complete the name and signature of the County Welfare Director/Tribal Administrator.

☐ Decline the entire amount of BFH Noncompetitive Allocation available to county/tribe.

_____ _____

County Welfare Director Signature/ Tribal Administrator Signature

Date

Attachment: CL_02-11-22 (RES-2022-171 : Approve Funding of Bringing Families Home Program)

ATTACHMENT SEVEN: INFORMATION ON ESTABLISHING REGIONAL PROGRAMS

Grantees have the option to establish a regional BFH program. Counties and tribes in rural communities, communities with a regional Continuum of Care, grantees with regional Homeless Housing, Assistance and Prevention awards, or neighboring tribal communities may benefit from a regional BFH. CDSS especially encourages partnerships between counties and tribes, or neighboring tribal grantees.

Regional programs rely on a shared administrative structure or program functions which can create more staffing and resource efficiency in communities with smaller caseloads that may not warrant a full-time program case manager, or in areas where hiring is challenging.

I. REGIONAL FUNDING AVAILABILITY

The amount available for regional programs is equal to the sum of the allocation of each participating county or tribe (as specified in Attachment Five). In addition to the noncompetitive allocations, CDSS will provide an additional $150,000, to the extent it is available, to support and encourage regional programming.

II. REGIONAL PROGRAM AGREEMENT, ACCEPTANCE OF FUNDS AND REGIONAL DIRECTOR'S CERTIFICATION

Groups of counties and/or tribes interested in forming a **regional** BFH should contact CDSS at housing@dss.ca.gov as soon as possible. CDSS will set up an initial conversation to discuss and work through potential program design models and ensure that the participating counties/tribes are in agreement with the requirements of BFH and the regional partnership. Once an agreement has been made, CDSS will provide the participating counties and/or tribes a Regional Director's Certification, in which participating counties and tribes can certify acknowledgement of program funding terms and requirements. Regional Director's Certifications, signed by all participating counties and tribes, **must be submitted by March 25th, 2022.**

III. CONSIDERATIONS

When discussing a potential regional structure, counties and tribes should consider the following questions:

- What is the combined estimate of BFH-eligible families in these communities? How many will require preventative services and homelessness assistance?
- Will the regional BFH have a lead grantee?
- What functions, services and assistance will be centralized across the program? Which functions, if any, will remain within each grantee? (e.g.: programs have one housing navigator but retain independent outreach mechanisms)

Attachment: CL_02-11-22 (RES-2022-171 : Approve Funding of Bringing Families Home Program)

- How will regional programs ensure that participants from each community have equal access to BFH services?
- What methods of communication will be established to ensure that coordination across grantees is streamlined, and that no participants fall through the cracks?
- How can a regional program leverage collaborative partnerships for critical services provided by other county departments or community-based providers, especially for roles with specific professional expertise? Examples include health care, behavioral health care or disability benefits advocacy, or legal representation for disability appeals.

IV. POSTPONED REGIONAL PROGRAM FORMATION

If counties and tribes are unable to come to agreement prior to the deadline to accept the noncompetitive allocation but still wish to establish a BFH (with a possibility of a future regional program) they must submit the Director's Certification (Attachment Six) no later than **March 25th, 2022.** If a regional structure is desired later after the Director's Certification deadline, CDSS will work with counties and tribes to explore possible options. However, if the county or tribe does not submit the Director's Certification by **March 25th, 2022** to accept the noncompetitive allocation, CDSS cannot guarantee funding will be available during FY 2021-22.

Attachment: CL_02-11-22 (RES-2022-171 : Approve Funding of Bringing Families Home Program)

MARIPOSA COUNTY

HHS/Employment and Community Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2022-172

MEETING: March 15, 2022

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: Agreement with California Department of Social Services for EDD Information

---

RECOMMENDATION AND JUSTIFICATION:
Approve Memorandum of Understanding (MOU) with the California Department of Social Services (CDSS) Regarding Access to Confidential Data Related to Employment Development Department; and Authorize the Health and Human Services Director to Sign the MOU as Instructed by CDSS.

The Mariposa County, Health and Human Services Agency (HHSA is to be provided access to confidential data for the sole purpose of conducting program evaluations. Contractor shall use the quarterly EDD base wage data to understand labor market participation of its employment services clients (e.g., California Work Opportunity and Responsibility to Kids (CalWORKs), CalFresh Employment & Training, and County General Assistance program clients in Mariposa County).

CDSS shall request and use the EDD's confidential information only for the purpose of conducting internal research, budget development, performance monitoring and program evaluation pursuant to the Welfare and Institutions Code Sections 10533, 10540.5, 10541, 10606.1, 10609.4, 10850, 11322.63, 11525, 15204.6 and, and Section 1095(ai) of the CUIC, and Sections of 7 United States Code (USC) 2020(e)(16) and (17), 42 USC Section 611, 42 USC Section 677 of the Social Security Act.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board approved has approved several agreements with California Department of Social Services over the years.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If the Board does not approve the agreement, County of Mariposa faces the risk of non-compliance with several federal and state regulations.

FINANCIAL IMPACT:
No financial impact.

ATTACHMENTS:
Mariposa BW MOU Exhibit E - Attch 1-3 (PDF)

REF ID# 12671

Mariposa BW MOU Exhibit D (PDF)
Mariposa BW MOU Exhibit B (PDF)
Mariposa BW MOU Exhibit A (PDF)
EDD 17-2031.Executed (PDF)

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

Employment Development Department
State of California

EMPLOYMENT DEVELOPMENT DEPARTMENT
CONFIDENTIALITY AGREEMENT

Information resources maintained by the State of California Employment Development Department (EDD) and provided to your agency may be confidential or sensitive. Confidential and sensitive information are not open to the public and require special precautions to protect it from wrongful access, use, disclosure, modification, and destruction. The EDD strictly enforces information security. If you violate these provisions, you may be subject to administrative, civil, and/or criminal action.

_____ an employee of _____
PRINT YOUR NAME — PRINT YOUR EMPLOYER'S NAME

hereby acknowledge that the confidential and/or sensitive records of the Employment Development Department are subject to strict confidentiality requirements imposed by state and federal law include the Unemployment Insurance Code Sections 1094 and 2111, the Civil Code Section 1798 et seq., the Penal Code Section 502, Title 5, USC Section 552a, Code of Federal Regulations, Title 20 part 603, and Title 18 USC Section 1905.

_____ INITIAL acknowledge that my supervisor and/or the Contract's Confidentiality and Data Security Monitor reviewed with me the confidentiality and security requirements, policies, and administrative processes of my organization and of the EDD.

_____ INITIAL acknowledge responsibility for knowing the classification of the EDD information I work with and agree to refer questions about the classification of the EDD information (public, sensitive, confidential) to the person the Contract assigns responsibility for the security and confidentiality of EDD's data.

_____ INITIAL acknowledge responsibility for knowing the privacy, confidentiality, and data security laws that apply to the EDD information I have been granted access to by my employer, including California Unemployment Insurance Code Section 1094 and 2111, California Government Code section 15619, California Civil Code Sections 1798.53, and Penal Code Section 502.

_____ INITIAL acknowledge that wrongful access, use, modification, or disclosure of confidential information may be punishable as a crime and/or result in disciplinary and/or civil action taken against me—including but not limited to: reprimand, suspension without pay, salary reduction, demotion, or dismissal—and/or fines and penalties resulting from criminal prosecution or civil lawsuits, and/or termination of contract.

_____ INITIAL acknowledge that wrongful access, inspection, use, or disclosure of confidential information for personal gain, curiosity, or any non-business related reason is a crime under state and federal laws.

_____ INITIAL acknowledge that wrongful access, use, modification, or disclosure of confidential information is grounds for immediate termination of my organization's Contract with the EDD.

_____ INITIAL agree to protect the following types of EDD confidential and sensitive information:

- Wage Information
- Employer Information
- Claimant Information
- Tax Payer Information
- Applicant Information
- Proprietary Information
- Operational Information (manuals, guidelines, procedures)

_____ INITIAL hereby agree to protect EDD's information on either paper or electronic form by:

- Accessing or using EDD supplied information only as specified in the Contract for the performance of the specific work I am assigned.
- Never accessing information for curiosity or personal reasons.
- Never showing or discussing sensitive or confidential information to or with anyone who does not have the need to know.
- Placing sensitive or confidential information only in approved locations.
- Never removing sensitive or confidential information from the work site without authorization.
- Following encryption requirements for all personal, sensitive, or confidential information in any portable device or media.

"I certify that I have read and initialed the confidentiality statements printed above and will abide by them."

_____ Print Full Name (last, first, MI)

_____ Signature

_____ Print Name of Requesting Agency

_____ Date Signed

Check the appropriate box:

☐ Employee ☐ Student
☐ Subcontractor ☐ Volunteer
☐ Other _____ Explain

Attachment: Mariposa BW MOU Exhibit E - Attch 1-3 (RES-2022-172 : Agreement with California Department of Social Services for EDD

Employment Development Department
State of California

EDD Agreement No.
CDSS Agreement No. XX-XXXX
CDSS/County Mariposa
EDD Customer Code: E00096, E00097
Exhibit E – Attachment 2
Page 1 of 1

EMPLOYMENT DEVELOPMENT DEPARTMENT
INDEMNITY AGREEMENT

In consideration of access to EDD information which is personal, sensitive, or confidential,

_____
(Enter name of Chief Financial Officer or authorized Management Representative)

agrees to indemnify EDD against any and all liability costs, damages, attorney fees, and other expenses EDD may incur by reason of or as a result of any unauthorized use of the personal, sensitive, or confidential information or any violation of the "Confidentiality Statement" by any and all employees of:

_____
(Enter Requesting Agency/Entity Name)

This obligation shall be continuous and may not be changed or modified unless agreed to in writing.

In addition, I understand that the following penalties may be incurred for any such misuse of EDD Information:

1. Any individual who has access to returns, reports, or documents maintained by EDD who fails to protect the confidential information from being published or open to the public may be punished by imprisonment in the county jail for up to one year or a fine of $20,000.00 or both. (Unemployment Insurance Code 2111 and 2122).
2. Any person who intentionally discloses information, not otherwise public, which they knew or should have known was obtained from personal information maintained by a state agency, shall be subject to civil action for invasion of privacy by the individual to whom the information pertains. (Civil Code 1798.53).
3. Any unauthorized access to EDD computer data, computer systems, or unauthorized use of EDD data is punishable by a fine or imprisonment in the county jail or both. (Penal Code 502).

I certify that I have read, understand, and agree with the above terms.

SIGNED BY REQUESTING ENTITY REPRESENTATIVE

_____ Print Full Name (last, first, MI)	_____ Signature
_____ Print Title	_____ Date Signed
_____ Print Name of Requesting Entity	_____ Enter Name Governmental Sponsor/Entity

Attachment: Mariposa BW MOU Exhibit E - Attch 1-3 (RES-2022-172 : Agreement with California Department of Social Services for EDD

Employment Development Department
State of California

EDD Agreement No.
CDSS Agreement No. XX-XXXX
CDSS/County XXXXX
EDD Customer Code: E00096, E00097
Exhibit E – Attachment 3
Page 1 of 1

EMPLOYMENT DEVELOPMENT DEPARTMENT
STATEMENT OF RESPONSIBILITY

INFORMATION SECURITY CERTIFICATION

We, _____, the Information Security Officer and _____, Program Director or Chief Information Officer, and Contracts hereby certify that the County of Mariposa has in place the safeguards and security requirements stated in this Standard Agreement. We therefore accept responsibility for ensuring compliance with these requirements, as set forth in Exhibit "D" of EDD Contract No. 17-2031.

IINFORMATION SECURITY OFFICER SIGNATURE	PROGRAM DIRECTOR OR CHIEF INFORMATION OFFICER SIGNATURE
PRINT NAME OF INFORMATION SECURITY OFFICER	PRINT NAME
PRINT TITLE	PRINT TITLE
TELEPHONE NUMBER	TELEPHONE NUMBER
E-MAIL ADDRESS	E-MAIL ADDRESS
DATE SIGNED	DATE SIGNED

NOTE: *Return this Information Security Certification to the EDD Contract Manager with the signed copies of the Contract.*

FOR EDD USE ONLY

1. Information Security Certification received by:

EDD CONTRACT MANAGER NAME	DATE RECEIVED

2. EDD information asset access approved by:

CONTRACT MANAGER OR DISCLOSURE COORDINATOR	DATE APPROVED (AFF, EMAIL, ETC.)

NOTE: *EDD must have a signed "Information Security Certification" in its possession prior to disclosure of any personal, confidential, or sensitive information to the Requester Agency*

Attachment: Mariposa BW MOU Exhibit E - Attch 1-3 (RES-2022-172 : Agreement with California Department of Social Services for EDD

EXHIBIT D
(Standard Agreement)

SPECIAL TERMS AND CONDITIONS

A. Dispute Provisions

1. If the Contractor disputes a decision of the State's designated representative regarding the performance of this Agreement or on other issues for which the representative is authorized by this Agreement to make a binding decision, Contractor shall provide written dispute notice to the State's representative within 15 calendar days after the date of the action. The written dispute notice shall contain the following information:

   a. the decision under dispute;
   b. the reason(s) Contractor believes the decision of the State representative to have been in error (if applicable, reference pertinent contract provisions);
   c. identification of all documents and substance of all oral communication which support Contractor's position; and
   d. the dollar amount in dispute, if applicable.

2. Upon receipt of the written dispute notice, the State program management will examine the matter and issue a written decision to the Contractor within 15 calendar days. The decision of the representative shall contain the following information:

   a. a description of the dispute;
   b. a reference to pertinent contract provisions, if applicable;
   c. a statement of the factual areas of agreement or disagreement; and
   d. a statement of the representative's decision with supporting rationale.

3. The decision of the representative shall be final unless, within 30 days from the date of receipt of the representative's decision, Contractor files with the California Department of Social Services a notice of appeal addressed to:

   California Department of Social Services
   744 P Street, M.S. 8-14-747
   Sacramento, CA 95814
   Attention: Chief, Contracts and Purchasing Bureau

   Pending resolution of any dispute, Contractor shall diligently continue all contract work and comply with all of the representative's orders and directions.

B. Termination Without Cause

This Agreement may be terminated without cause by the State upon 30 days written notice to the contractor.

C. Debarment and Suspension

For federally funded agreements, **Contractor certifies** that to the best of his/her knowledge and belief that he/she and their principals or affiliates or any sub-contractor utilized under this agreement, are not debarred or suspended from federal financial assistance programs and activities nor proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. The Contractor also certifies that it or any of its sub-contractors are not listed with any active exclusions on the System for Award Management (http://www.sam.gov) (Executive Order 12549, 2 CFR Parts 180, 376, 417 and 2336).

D. Certification Regarding Lobbying

Attachment: Mariposa BW MOU Exhibit D (RES-2022-172 : Agreement with California Department of Social Services for EDD Information)

EXHIBIT D
(Standard Agreement)

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding $100,000 in Federal Funds.

1. For Agreements with Contractors who are State entities not under the authority of the Governor, or cities, private firms or agencies which are receiving in excess of $100,000 in federal funds from CDSS to perform services. By signing this Agreement the Contractor certifies that to the best of his or her knowledge and belief, that:

   a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into of a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

   b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal Grant or agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

   c. The Contractor shall require that the language of this certification be included in the award documents for all covered subawards exceeding $100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

2. This certification is a prerequisite for making or entering into this transaction and is imposed by Section 1352, Title 31, U. S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of no less than $10,000 and not more than $100,000 for each such failure.

E. Unruh Civil Rights Act and the Fair Employment & Housing Act

Prior to bidding on, submitting a proposal for or executing an agreement or renewal for a State of California contract over $100,000 on or after January 1, 2017, the bidder or proposer must certify compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

F. Computer Software Copyrights

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 contract for the acquisition, operation or maintenance of computer software in violation of copyright laws.

G. OMB Audit

Pursuant to Office of Management and Budget (OMB) audit requirement regulations (2 C.F.R. § 200.501), non-federal entities that expend $750,000 or more in a year in Federal awards from all sources combined shall have a single or program-specific audit conducted for that year in accordance

Attachment: Mariposa BW MOU Exhibit D (RES-2022-172 : Agreement with California Department of Social Services for EDD Information)

EXHIBIT D
(Standard Agreement)

with the provisions of 2 C.F.R. § 200.514 (previously OMB Circular A-133). All OMB audit reports shall meet the report submission requirements established in 2 C.F.R § 200.512 and a copy shall be forwarded to CDSS.

H. Subcontractors

(Applicable to agreements in which the Contractor subcontracts out a portion of the work) Nothing contained in this Agreement or otherwise shall create any contractual relationship between CDSS and any subcontractors, and no subcontractor shall relieve the Contractor of its responsibilities and obligations hereunder. The Contractor agrees to be fully responsible to CDSS for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the obligation of CDSS to make payments to the Contractor. As a result, CDSS shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

I. Indirect Costs/Administrative Overhead

For agreements with other governmental entities and public universities, indirect costs are expenses incurred for administrative services such as, but not limited to, accounting; personnel and payroll administration; accounts payable services; general and specialized insurance coverage; compliance and regulatory monitoring; independent audit services; and legal services. Indirect costs are applied to personnel, operating expenses, supplies, equipment, and travel expenses. Per State Contracting Manual, Section 3.06.B, agencies shall assure that all administrative fees are reasonable considering the services being provided. Agencies may only pay overhead charges on the first $25,000 of each subcontract. Any subcontractor receiving $25,000 or more must be clearly identified in the budget display and excluded when the total indirect costs are calculated.

Attachment: Mariposa BW MOU Exhibit D (RES-2022-172 : Agreement with California Department of Social Services for EDD Information)

EXHIBIT B
(Standard Agreement)

BUDGET DETAIL AND PAYMENT PROVISIONS

A. Invoicing and Payment

1. The maximum amount payable under this agreement shall not exceed $0.00. Shown below are the amounts that cannot be exceeded for each of the fiscal year(s):

2019/20	$0.00
2020/21	$0.00
2021/22	$0.00

2. For services satisfactorily rendered, and upon receipt and approval of the invoice(s), CDSS agrees to pay the Contractor for said services in accordance with the rates specified.

3. Funding for necessary travel expenses and per diem are included in this agreement and will be reimbursed at rates established by the California Department of Human Resources (CalHR) for comparable classes. (See http://www.calhr.ca.gov/employees/Pages/travel-rules-excluded.aspx). Contractor will itemize travel expenses, including receipts, and submit to CDSS Program Contract Manager for approval. This approval, including itemization and receipts must be attached to the invoice submitted for payment.

   The CDSS Program Contract Manager agrees to certify and maintain the documents substantiating travel and per diem for a period not less than three years after final payment of this Agreement.

   No travel outside of the State of California by Contractor shall be reimbursed unless there is prior written authorization from CDSS.

4. Invoices shall include the Agreement number XX-XXXX and Index Code 1261 and shall be submitted in triplicate not more frequently than monthly in arrears to:

   California Department of Social Services
   CalWORKs Engagement Bureau
   744 P Street, MS 8-8-33
   Sacramento, CA 95814
   Attn: Sadie Webb

   Any invoices submitted without the above referenced information may be returned to the Contractor for further re-processing.

Attachment: Mariposa BW MOU Exhibit B (RES-2022-172 : Agreement with California Department of Social Services for EDD Information)

EXHIBIT B
(Standard Agreement)

B. State Budget Contingency Clause

1. 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, CDSS 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.

2. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, CDSS shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

C. For Contract with Federal Funds

1. 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.

2. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the term of this Agreement for the purposes of this program. 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.

3. 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.

4. CDSS has the option to invalidate the Agreement under the 30-day cancellation clause or to amend the Agreement to reflect any reduction of funds.

D. 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.

E. Review

CDSS reserves the right to review service levels and billing procedures as they impact charges against this Agreement.

Attachment: Mariposa BW MOU Exhibit B (RES-2022-172 : Agreement with California Department of Social Services for EDD Information)

EXHIBIT B
(Standard Agreement)

F. Final Billing

Invoices for services must be received by CDSS within 90 days following each state fiscal year, or 90 days following the end of the contract term, whichever comes first. The final invoice must include the statement "Final Billing."

G. Nonresident Tax Withholdings

Payments to all nonresidents may be subject to withholding. Nonresident payees performing services in California or receiving rent, lease, or royalty payments from property (real or personal) located in California will have seven percent of their total payments withheld for state income taxes. However, no withholding is required if total payments to the payee are $1,500 or less for the calendar year.

Attachment: Mariposa BW MOU Exhibit B (RES-2022-172 : Agreement with California Department of Social Services for EDD Information)

EXHIBIT A
(Standard Agreement)

SCOPE OF WORK

A. The Legal Authority for this Agreement by which the Employment Development Department (EDD) provides confidential wage and unemployment insurance claim information to California Department of Social Services (CDSS) is pursuant to Section 1095(ai) of the California Unemployment Insurance Code (CUIC).

CDSS shall request and use the EDD's confidential information only for the purpose of conducting internal research, budget development, performance monitoring and program evaluation pursuant to the Welfare and Institutions Code Sections 10533, 10540.5, 10541, 10606.1, 10609.4, 10850, 11322.63, 11525, 15204.6 and, and Section 1095(ai) of the CUIC, and Sections of 7 United States Code (USC) 2020(e)(16) and (17), 42 USC Section 611, 42 USC Section 677 of the Social Security Act.

B. The Mariposa County, Health and Human Services Agency (HHSA), herein referred to as the Contractor, is to be provided access to confidential data for the sole purpose of conducting program evaluations. Contractor shall use the quarterly EDD base wage data to understand labor market participation of its employment services clients (e.g., California Work Opportunity and Responsibility to Kids (CalWORKs), CalFresh Employment & Training, and County General Assistance program clients in Mariposa County). This Agreement provides authorization for use of this confidential data solely for evaluation purposes described in this Agreement below.

C. Contractor Responsibilities:

1. Contractor shall agree to and follow EDD's Indemnity Agreement, Exhibit E – Attachment 2, attached hereto and made part of this Agreement.

2. Contractor shall instruct all employees, agents, or volunteers with access to the information provided through this Agreement as to the following:

   a. The confidential nature of the information;
   b. The requirements of Division 19 of the CDSS Manual of Policies and Procedure for the protection of confidential information provided by CDSS or held by the County in its administration of social services; and
   c. The EDD Confidentiality and Security Requirements of the EDD and CDSS Interagency Agreement 17-2031, Exhibit F for EDD data.
   d. Exhibit F, Agreement 17-2031 is attached for reference.

3. Acknowledge CDSS as the original source of the data in any publications resulting from, or related to, use of this data.

4. Include a disclaimer that credits any analyses, interpretations, or conclusions reached to the authors and not to the CDSS. The disclaimer shall be in substantially the following form, unless the parties agree otherwise in writing:

   "The research reported herein was performed with the permission of the California Department of Social Services. The opinions and conclusions expressed herein are solely those of the author(s) and should not be

Attachment: Mariposa BW MOU Exhibit A (RES-2022-172 : Agreement with California Department of Social Services for EDD Information)

EXHIBIT A
(Standard Agreement)

considered as representing the policy of any agency of the California State Government."

5. Provide CDSS with a pre-publication draft of any reports 90 days before publication. A "report" is any document, email, or website that includes outcomes, results, or findings using EDD data that is made available to the public. EDD requires all publications with their data be reviewed and approved by their Information Security Office prior to publication. CDSS shall facilitate the approval process between the Contractor and EDD. Should CDSS disagree with any part of the report, a disclaimer stating CDSS's disagreement shall be included in the final published report.

   Specifically, the EDD data shall enable the following program outcomes to be accurately measured, including:

   a. The number and proportion of clients with earned income;
   b. The total earnings of clients and their wage progression over time;
   c. The continuity of employment over time; and,
   d. How outcomes differ across various socioeconomic/demographic characteristics and specific employment services programs.

   This analysis would enable Contractor to measure the effectiveness of welfare-to-work and employment services efforts in Mariposa County, it would provide valuable input into subsequent programmatic design and resource allocation decisions. Moreover, the information would be a useful tool in developing caseload forecasts and adapting employment services programs in response to labor market trends.

   Under no circumstances shall individual client data be released or used to contact individual persons. All data shall be reported in aggregate to protect client privacy.

   Matching client data with quarterly wages would provide Contractor with robust employment and earnings data that could be tracked over time for specific groups of program clients. County data does not currently provide any information on employment or earnings of program recipients, and EDD quarterly base wage files are the only accessible source for tracking the earned income of clients after receiving employment services.

   Several files produced by the EDD are the only source that shall allow accessibility to track the employment and earnings of welfare program recipients after leaving public assistance as well as unemployment and disability payments.

D. Contractor may use the following data sets acquired from CDSS:

1. **EDD Base Wage File:** Quarterly wage earnings for the most recent six (6) quarters available of all persons in the County of Mariposa, Health and Human Services, 16 years or older and who received at least one month of public assistance in County of Mariposa. The data extract includes quarter date; social security number; employer account number (EAN); and quarterly earnings. The base wage file shall enable Contractors to track the employment records and earnings of current and former welfare recipients. Historical

Attachment: Mariposa BW MOU Exhibit A (RES-2022-172 : Agreement with California Department of Social Services for EDD Information)

EXHIBIT A
(Standard Agreement)

wage data up to five (5) years prior is also available upon special request for selected clients.

2. **Employer Data:** This file is a subset of the Quarterly Census of Employment and Wages created by the Bureau of Labor Statistics. It contains California employer data such as employer identification number (EIN), NAICS industry classification code, employer trade name, street address, FIPS county code, and total quarterly wages paid. Employer data is available upon special request.

3. **Unemployment/Disability (UI/DI) Files**: UI/DI files track the unemployment and disability benefits of welfare recipients. Data includes time of payment, payment amount, social security number, and client name. This data is available upon special request for selected clients, subject to CDSS cost review and available funds.

   Linkage of administrative county data to the aforementioned files requires the county to provide a file to CDSS containing unduplicated client social security numbers and birth dates, preferably in SAS or Excel/Csv format.

E. CDSS Responsibilities:

1. CDSS shall provide the following data for the purpose specified in this Agreement:

   a. EDD Base Wage data for the most recent six (6) quarters available. To be provided semi-annually.

   b. Employer Data can be attached to the EDD Base Wage data at the Contractor's request.

   c. Any requested linkage to wage/UI/DI data shall be limited to available funds.

2. CDSS shall facilitate the linkage of client records provided by Contractor to EDD base wage administrative files for this project. The process shall require CDSS to transmit client records to EDD; EDD performs the actual linkage (matching) and shall make the matched records available to CDSS for access and subsequent distribution to Contractor. This linkage requires a valid social security number and date of birth for each client.

3. CDSS shall conduct random on-site inspections, as needed, to ensure that the terms of this Agreement are being complied with.

4. All printing shall be sent to the California Department of General Services, Office of State Publishing (OSP). It is the responsibility of the CDSS Project Representative to obtain an exemption from OSP to competitively bid out any and all printing listed within this Agreement. The printing exemption process is managed by the CDSS Form Management Unit.

Attachment: Mariposa BW MOU Exhibit A (RES-2022-172 : Agreement with California Department of Social Services for EDD Information)

EXHIBIT A
(Standard Agreement)

F. The project representatives during the term of this Agreement shall be:

CDSS
Brittney Gossard, Research Data Specialist
Fiscal Forecasting & Policy Branch
744 P Street, MS 8-10-100
Sacramento, CA 95814
Phone: (916) 654-1208
Brittney.Gossard@dss.ca.gov

County Mariposa
Rebecca Maietto
P.O. Box 99
Mariposa, CA 95338
Phone: (209) 742-0955
rmaietto@mariposacounty.org

The Contractor shall designate a person to be responsible for the security and confidentiality of the data. The Contractor shall immediately notify CDSS in writing of a designee change. The person responsible for security at Contractor is:

County Mariposa
Dawn Garcia
P.O. Box 99
Mariposa, CA 95338
Phone: (209) 742-0883
dgarcia@mariposacounty.org

Attachment: Mariposa BW MOU Exhibit A (RES-2022-172 : Agreement with California Department of Social Services for EDD Information)

STATE OF CALIFORNIA
STANDARD AGREEMENT
STD. 213 (Rev 06/03)

EDD AGREEMENT NUMBER	EDD CUSTOMER CODE E00096/E00097
M8106046	PROJECT/ACTIVITY CODE 661/090
REGISTRATION NUMBER	REQUESTER AGREEMENT NUMBER
	17-2031

1. This Agreement is entered into between the Agency and the State of California Contractor named below
   REQUESTER AGENCY NAME
   California Department of Social Services (CDSS)
   STATE OF CALIFORNIA—CONTRACTOR'S NAME
   Employment Development Department (EDD)
2. The term of this Agreement is: July 1, 2017 through June 30, 2022
3. The maximum amount of this Agreement is: $199,186.91 (One Hundred Ninety-Nine Thousand One Hundred Eighty-Six Dollars and Ninety-One 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	2	Pages
Attachment No. A-1	Specifications	4	Pages
Attachment No. A-2	CDSS Project List	4	Pages
Exhibit B	Budget Detail and Payment Provisions	4	Pages
Exhibit C*	General Terms and Conditions	GIA 610	
Exhibit D	Protection of Confidentiality	3	Pages
☒ Attachment D1	Confidentiality Agreement	1	Page
☒ Attachment D3	Statement of Responsibility	1	Page
Exhibit E	Special Terms and Conditions (Attached as part of this Agreement)	2	Pages

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

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

STATE OF CALIFORNIA CONTRACTOR

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)
Employment Development Department

BY (Authorized Signature) ✍ Melanie Meeks — DATE SIGNED(Do not type) 10/12/17

PRINTED NAME AND TITLE OF PERSON SIGNING
Melanie Meeks, Chief, Office of Procurement, Contracting & Administration

ADDRESS
722 Capitol Mall, MIC 62-C, Sacramento, CA 95814

AGENCY

AGENCY NAME
California Department of Social Services

BY *(Authorized Signature)* ✍ Deborah Pearce — DATE SIGNED*(Do not type)* 10-17-17

PRINTED NAME AND TITLE OF PERSON SIGNING
Deborah Pearce, Chief, Contracts and Procurement Bureau

ADDRESS
744 P Street, M.S. 8-14-747, Sacramento, CA 95814

California Department of General Services Use Only

☒ Exempt per SCM Vol 1 4.04 A.5

Attachment: EDD 17-2031.Executed (RES-2022-172 : Agreement with California Department of Social Services for EDD Information)

EXHIBIT A
(Interagency Agreement)

This Agreement is entered into by and between the Employment Development Department, hereinafter referred to as the EDD and the California Department of Social Services, hereinafter referred to as the CDSS. It sets forth the terms and conditions for the release of EDD confidential data to the CDSS.

SCOPE OF WORK

I. Purpose

The EDD agrees to provide the CDSS with confidential EDD information of wage and unemployment insurance (UI) benefit payment history as specified in this Agreement. The CDSS agrees to use the confidential information provided by the EDD under this Agreement to create aggregate or summary level frequency distributions, tables and complex statistical analyses. This output is used primarily for internal research, budgetdevelopment, performance monitoring, and program evaluations. The CDSS will also use this output for special, mandated evaluation projects where the CDSS contracts an evaluator as described in Attachment A2 Project List.

The EDD agrees that the confidential information provided to the CDSS may be disclosed to the approved CDSS project evaluators listed on Attachment A-2 Project List. Future subcontracted projects must be evaluated and approved by the EDD before any disclosures of EDD confidential data can take place.

II. Legal Authority

The EDD provides confidential wage and UI claim, information to the CDSS pursuant to Section 1095(ai) of the California Unemployment Insurance Code (CUIC).

The CDSS shall request and use the EDD's confidential information for the sole purpose of conducting internal research, budget development, performance monitoring and program evaluation pursuant to the statutory authorities listed in Attachment A-2 Project List: Sections 10533, 10540.5, 10541, 10606.1, 10609.4, 10850, 11322.63, 11525, 15204.6 of the Welfare and Institutions Code, and Section 1095(ai) of the CUIC, and Sections of 7 United States Code (USC) 2020(e)(16) and (17), 42 USC Section 611, 42 USC Section 677 of the Social Security Act.

III. Contract Representatives

1. The EDD's contact persons are:

CONTRACT NEGOTIATIONS, CONFIDENTIALITY, AND TECHNICAL ASSISTANCE

Maureen Lentz Martin or Designee
Information Security Office
Employment Development Department
P.O. Box 826880, MIC 33
Sacramento, CA 94280-0001

Phone: (916) 654-8261
Fax: (916) 654-8272
Email: Maureen.Lentz@edd.ca.gov

Attachment: EDD 17-2031.Executed (RES-2022-172 : Agreement with California Department of Social Services for EDD Information)

EXHIBIT A
(Interagency Agreement)

FISCAL

Erlinda Matienzo or designee
Employment Development Department
Accounts Receivable Unit, MIC 70
P.O. Box 826880
Sacramento, CA 94280-0001

Phone: (916) 653-4227
Email: Erlinda.Matienzo@edd.ca.gov

2. The CDSS's contact persons are:

CONTRACT NEGOTIATIONS AND ADMINISTRATION

Brittney Gossard
California Department of Social Services
Fiscal Forecasting & Policy Branch
744 P Street, M.S. 8-14-90
Sacramento, CA 95814

Phone: (916) 654-1208
Email: Brittney.Gossard@dss.ca.gov

INVOICING AND TECHNICAL ASSISTANCE

Victor Simon
California Department of Social Services
Fiscal Forecasting & Policy Branch
744 P Street, M.S. 8-14-90
Sacramento, CA 95814

Phone: (916) 653-1168
Email: Victor.Simon@dss.ca.gov

Either party may make changes to the Contract Representatives information above by giving written notice to the other party. Said changes shall not require an amendment to this agreement.

Attachment: EDD 17-2031.Executed (RES-2022-172 : Agreement with California Department of Social Services for EDD Information)

ATTACHMENT A-1
(Interagency Agreement)

SPECIFICATIONS

I. METHODOLOGY

1. The CDSS submits to the EDD, via disk, the social security numbers of individuals specified in this Agreement under customer codes **E00096** and **E00097**.
2. On matching records the EDD produces and delivers, via disk, the abstract reports authorized under this Agreement.
3. On a quarterly basis the EDD invoices the CDSS for all SSN transactions searched.

II. RESPONSIBILITIES

1. EDD Agrees to:

a. Provide the CDSS with a copy of *Abstract System Customer Instruction Packet.*

b. Provide a file name for CDSS to copy all their input requests into. File will contain all input requests (SSNs) formatted to the EDD specifications in the *Abstract System Customer Instruction Packet.*

c. Make use of the Generation Data Set (GDS) set up by the CDSS Resource Access Control Facility (RACF) at the Office of Technology Services (OTech):

1. **EMBP.ABS.ABS990.ABS.REQUESTS.E00096** (Current and Archive Wages)
2. **EMBP.ABS.ABS990.ABS.REQUESTS.E00097** (Current and Archive UI Data)

d. Schedule a search match of the Social Security Numbers (SSN) from the input file provided by CDSS with the EDD data files. On positive matches the EDD will provide the following EDD Abstract data files:

1. Current Unemployment Insurance Payment History
2. Archive Unemployment Insurance Payment History (2-4 years)
3. Archive Unemployment Insurance Payment History (4+ years)
4. Current Wage Abstract
5. Archive Wage Abstract

e. Place the "output" Abstract System files, formatted to the EDD specifications in two (2) disk data sets at OTech with the following Data Set Names (DSNs):

1. **BPEM.ABS.ABS201.ABSTRAC.X200.E00097** (Current and Archive UI Data)
2. **BPEM.ABS.ABS953.ABSTRAC.X089.E00096** (Current and Archive Wage Data)

f. To monitor and determine status of the data and to ensure that the terms, conditions, and disclosure constraints stipulated in this agreement are followed. This compliance review is part of the EDD contract monitoring process.

Attachment: EDD 17-2031.Executed (RES-2022-172 : Agreement with California Department of Social Services for EDD Information)

ATTACHMENT A-1
(Interagency Agreement)

g. Protect the information provided by CDSS as confidential information and will adhere to the security and confidentiality provisions outlined in Exhibit D–Protection of Confidentiality Provisions, attached hereto and made part of the Agreement for the protection of that information. The EDD will instruct all the EDD personnel assigned to work with the information provided by CDSS that this information is considered confidential information and is to be treated in the same manner as the EDD confidential material. The EDD will ensure that all the EDD personnel assigned to work with the information provided by CDSS have signed the EDD Confidentiality Statement (Attachment D1.) EDD acknowledges that the names of social services clients and applicants are confidential per Welfare and Institutions Code section 10850 and will be secured in accordance with the California State Administrative Manual (state policy) requirements.

h. Review and respond to future CDSS research, demonstration, or program evaluation project approval requests within 30 days.

2. The CDSS Agrees to:

a. Request only the EDD information specifically authorized under this Agreement. Requests will be made on an as needed basis.

b. Submit only the social security numbers of individuals who are identified as current and/or former public assistance and program recipients (CalWORKs, CalFresh, or Medi-Cal) authorized under this Agreement.

c. The CDSS will submit social security numbers under the EDD Customer Codes: **E00096** and **E00097** formatted to the system specifications listed in the Abstract System Customer Instruction Packet with the DSNs:

1. **EMBP.ABS.ABS990.ABS.REQUESTS.E00096** (Current and Archive Wages)
2. **EMBP.ABS.ABS990.ABS.REQUESTS.E00097** (Current and Archive UI Data)
3. ***Add DSN for Employer Data here**

d. Format all requests (SSNs) to the EDD specifications in the *Abstract System Customer Instruction Packet.*

e. Provide the EDD all Abstract input requests (SSNs) for the limited purpose of allowing the EDD to match the SSNs with the EDD data files to provide CDSS wage and UI information. The CDSS information may not be otherwise used or further disclosed by EDD.

f. Pick up all Abstract output information from the two (2) disk data sets at OTech with the following Data Set Names (DSNs):

1. **BPEM.ABS.ABS201.ABSTRAC.X200.E00097** (Current and Archive UI Data)
2. **BPEM.ABS.ABS953.ABSTRAC.X089.E00096** (Current and Archive Wage Data)

g. Use the specified ABS data files only for the purpose of creating aggregate or summary level frequency distributions, tables and complex statistical analyses for internal research, budget development, performance monitoring, and program evaluation. CDSS will also use this output for special, mandated, evaluation projects where CDSS contracts an evaluator as described in Attachment A-2 Project List.

Attachment: EDD 17-2031.Executed (RES-2022-172 : Agreement with California Department of Social Services for EDD Information)

ATTACHMENT A-1
(Interagency Agreement)

h. Comply with EDD's Data Minimization and Retention Standard (DM3) when preparing any non-confidential, aggregated, and statistical form data files or publications for public access containing EDD data.

   i. EDD has reviewed and approved CDSS standard publications with high level aggregation of EDD data. Any updates to those standard CDSS publications will not need to be resubmitted to EDD for future review and approval.

   ii. EDD agrees that any CDSS publication of EDD aggregate data that includes 100 respondents or more shall not require prior review and approval. Any CDSS publication based upon fewer than 100 respondents shall be submitted to EDD for review and approval no later than 30 days prior to publication.

i. Not disclose any individually identifiable EDD information to any person or agency other than those authorized specifically under this Agreement. Future CDSS Research, Demonstration, Program Evaluation projects must be evaluated and approved by EDD before any data can be requested or redisclosed under this Agreement. The approval request for any new projects must include:
   1) Project purpose and statutory authority;
   2) A full description of how data will be used and distributed;
   3) Name of all public and/or private contractors and/or subcontractors that will receive EDD information;
   4) An executed copy(ies) of the CDSS Contractor and/or subcontractor contract.

j. Ensure that all contracts established with other private and/or public contractors and/or subcontractors with access to the EDD confidential information disclosed under this Agreement include all EDD confidentiality provisions specified herein.

k. Instruct all CDSS and contractor/subcontractor staff with access to the information provided by the EDD under this Agreement regarding the: (1) the confidential nature of the information; (2) the requirements of this Agreement; (3) the need to adhere to the security and confidentiality provisions outlined in Exhibit D – Protection of Confidentiality Provisions; and (4) the sanctions and penalties against unauthorized use or disclosure found in the California Unemployment Insurance Code (CUIC) Sections 1094 and 2111, the California Civil Code Section 1798.55, and the California Penal Code Section 502.

l. Oversee CDSS and contractor/subcontractor staff in their use of confidential information received from EDD.

m. Ensure that all the CDSS personnel assigned to work with the information provided by EDD have signed the EDD Confidentiality Statement (Attachment D1. Rev 04/11/10).

n. Adhere to security and confidentiality provisions outlined in Exhibit D, Interagency Agreement (security provisions), attached hereto and made part of the Agreement for the protection of any information exchanged between CDSS and EDD.

o. Comply with the CUIC on any matters pertaining to the access, use, and/or release of data under this agreement. Failure to comply with this provision shall be deemed a breach of this agreement and shall be grounds for cancellation of this agreement.

p. CDSS shall not release the EDD's confidential information to any entity which is a private collection agency (CUIC, §1095(u)).

q. Cooperate with the EDD's authority to monitor this Agreement in accordance with Exhibit D, paragraph II.(e) and (f).

Attachment: EDD 17-2031.Executed (RES-2022-172 : Agreement with California Department of Social Services for EDD Information)

ATTACHMENT A-1
(Interagency Agreement)

r. Comply with Title 20, Code of Federal Regulations, Section 603.7 with respect to any EDD confidential information.

s. ***Pursuant to federal law, if CDSS fails to comply with any provision of this Agreement, including timely payment of the EDD's costs under this Agreement, this Agreement shall be suspended and no further disclosures will be made until the EDD is satisfied that corrective action has been taken and there will be no further breach. In the absence of prompt and satisfactory corrective action, this Agreement will be cancelled and the DSS shall surrender to the EDD all confidential information obtained under this Agreement which has not been previously returned to EDD, and any other information relevant to the Agreement. 20 C.F.R. Part 603.10(c)(1).***

3. Joint Responsibilities:

a. Designate staff to have primary responsibility for program liaison, coordination of activities, and to meet, when necessary, to further redefine specific program procedures.

b. Not disclose any EDD or CDSS information to any person or agency other than those authorize specifically under this Agreement.

c. To cooperate fully and furnish such assistance as may be mutually agreed upon by the parties hereto as being necessary and appropriate for proper performance of this Agreement.

4. Disputes:

a. 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 (ten days) by the EDD and CDSS employees normally responsible for the administration of this contract shall be brought to the attention of the Chief Executive Officer (or designated representative) of each organization for joint resolution.

III. ACCURACY ASSESSMENT

Individual employers and claimants report the information in the EDD's files. Since the EDD is not the originator of the information disclosed, the EDD cannot guarantee the accuracy of the information.

IV. TERMINATION CLAUSE

This Agreement may be terminated by either party by giving written notice 30 days prior to the effective date of such termination.

Attachment: EDD 17-2031.Executed (RES-2022-172 : Agreement with California Department of Social Services for EDD Information)

ATTACHMENT A-2
(Interagency Agreement)

California Department of Social Services (CDSS)
Projects Requiring Employment Development Department (EDD) Data Sharing

Current Projects/Reports

Project/Report	Description/Purpose for Use of EDD Data	Statutory Authority/ Reference to Use Data	Data Used	Internal Use or Re-disclosure	Timeline
CalWORKs Adult Recipient Earnings by Quarter	Measure overall employment success of adult recipients by county and statewide. Tracks employment statistics over time and the effects of CalWORKs program implementation as required by public law 104-193 (Federal TANF legislation) and WIC 10540.5. Public reports contain only aggregated statistical wage data.	W&IC § 10540.5 W&IC § 10541 W&IC § 11525 42 USC § 611 W&IC § 10606.1	EDD Base Wage file, integrated into MEDS	Internal use and public summary reports assist CDSS, Counties, and program stakeholders with program evaluation and labor market analysis.	1996 - ongoing
Budget Development	Analyze and estimate impact of legislation and budget proposals for CDSS Exec Staff, Dept of Finance, Governor's Office, and California Legislature. Includes poverty research and analysis of recipient income and earnings. Aggregated statistics may be made public during budget development process.	W&IC § 10850	EDD Base Wage File UI Payments Files	Internal Use – policy development and analysis of fiscal impact. Aggregate statistics may be made public to legislature and external stakeholders during budget development process.	Ongoing

Attachment: EDD 17-2031.Executed (RES-2022-172 : Agreement with California Department of Social Services for EDD Information)

ATTACHMENT A-2
(Interagency Agreement)

Project/Report	Description/Purpose for Use of EDD Data	Statutory Authority/ Reference to Use Data	Data Used	Internal Use or Re-disclosure	Timeline
Semi-Annual and Annual CalWORKs reporting changes	Estimate the budget impact of reporting requirement changes, including number of recipients with earnings above the income reporting threshold.	W&IC § 10540.5 W&IC § 10541 W&IC § 11525 42 USC § 611	EDD Base Wage File	Internal Use – policy development and analysis of fiscal impact	Ongoing
Pay-For-Performance Measures #1 and #3	Increase CalWORKS federal work participation rate; increase investment by counties in pathways to employment.	W&IC § 15204.6 42 USC § 611	EDD Base Wage File	Internal Use – program oversight	2006 - ongoing
County Welfare Departments – Evaluate Employment Programs' Effectiveness	Track base wage earnings and UI/DI benefits of TANF/CalWORKs, CalFresh Employment & Training, and General Relief/General Assistance program clients to measure: labor market participation, total earnings and number of clients with earned income, employment continuity over time, program outcomes across specific socioeconomic groups (for the purpose of determining employment outcomes connected with welfare-to-work activity).	W&IC § 10540.5, 10541, 10850-10851, 11520-11521.7	EDD Base Wage File UI/DI Unemployment and Disability files.	Internal Use and Redisclosure: CDSS contracts with Los Angeles County, Monterey County, San Francisco County, Santa Cruz County, and Solano County to measure the effectiveness of Welfare-to-Work and Employment Services	2014 - Ongoing

Attachment: EDD 17-2031.Executed (RES-2022-172 : Agreement with California Department of Social Services for EDD Information)

ATTACHMENT A-2
(Interagency Agreement)

Project/Report	Description	Statutory Authority/Reference	Data Used	Internal Use or Re-disclosure	Timeline
California Child Welfare Indicators Project /California Children's Services Archive	Ongoing analysis to determine employment outcomes for youth exiting from Foster Care by tracking base wage earnings over time. Any public reports by CDSS contain only aggregated statistical data.	W&IC § 10609.4 W&IC § 11525	EDD Base Wage File	Redisclosure: CDSS contracts with UC Berkeley (CCWIP/Children's Services Archive) to meet legislative reporting requirements of Welfare and Institutions code section 10609.4.	2004 - ongoing
Extended Foster Care Exit Outcomes (AB 12)	Report on Extended Foster Care Exit Outcomes under AB 12 to assist CDSS and counties in program evaluation. Public reports contain only aggregated statistical data.	W&IC § 10609.4 W&IC § 11525 42 USC § 677	EDD Base Wage file	Internal Use and Redisclosure: CDSS contracted with UC Berkeley and the University of Chicago to meet legislative reporting requirements of AB 12 (Chapter 559, Statutes of 2010)	2011-ongoing
SB 1041 Evaluation of CalWORKs Policy Changes and Program Redesign	Mandatory evaluation of CalWORKs work participation and outcomes under SB 1041, tracking employment outcomes (base wage earnings) over time for specific program changes. Outcomes will be measured by increase in employment and earnings. Any public reports by CDSS contain only aggregated statistical data.	W&IC § 10540.5 W&IC § 10541 W&IC § 15204.6 42 USC § 611 W&IC § 11525	EDD Base Wage File, UI Payments File	Redisclosure: CDSS contracts with RAND Corporation and its subcontracts to meet legislative reporting requirements of SB 1041 (Ch. 47, Statutes of 2012).	2013 to 2017

Attachment: EDD 17-2031.Executed (RES-2022-172 : Agreement with California Department of Social Services for EDD Information)

ATTACHMENT A-2
(Interagency Agreement)

Project/Report	Description	Statutory Authority/Reference	Data Used	Internal Use or Re-disclosure	Timeline
Fresno SNAP Employment &Training (E&T) Pilot Project	Evaluate the short-term and long-term impact of the SNAP E&T Pilot project on the employment rates and earnings of the Fresno sample members, as well as an analysis of the types of employers and industries that members are employed by.	UIC Section 1095(ai) Agriculture Act of 2015 (P.L. 113-79, Section 4022)	UI Data Employer Data	CDSS is contracting with Mathematica and its subcontractors to meet the FNS evaluation requirements.	2016 to 2021
CalFresh E&T Federal Reporting Measures	CDSS is federally mandated to report outcome data to monitor the effectiveness of the CalFresh E&T programs annually. To meet the reporting requirements, CDSS will match CalFresh E&T participant and former participant data provided by counties to wage data.	Section 4022(a)(2) of the Agricultural Act of 2014	EDD Base Wage File	Internal Use. Re-disclosure will only be in aggregate format to the federal government.	2017 - ongoing
SSI recipients	Income sources and amount	W&IC § 10606.1	EDD Base Wage File	Internal – program evaluation	2013 - ongoing
IHSS Providers	Wage data for Budget impact	W&IC § 10850	EDD Base Wage File	Internal – program evaluation	2013 - ongoing

Attachment: EDD 17-2031.Executed (RES-2022-172 : Agreement with California Department of Social Services for EDD Information)

EXHIBIT B
(Interagency Agreement)

I. BUDGET DETAILS AND PAYMENT PROVISIONS

a. The maximum amount of this Agreement shall not exceed One Hundred Ninety-Nine Thousand One Hundred Eighty-Six Dollars and Ninety-One Cents ($199,186.91).

b. In consideration of the performance and completion of the foregoing in a satisfactory manner, and upon receipt of a detailed invoice, in triplicate, quarterly in arrears, the CDSS shall reimburse the EDD the total amount due, based on the following product rate structure plus administrative costs for contracting:

- The administrative costs for contracting include the costs for development, processing, and maintenance of a contract, which averages $1,500 per contract. Your agreement will be charged an administrative cost of $75.00 per quarter for a 5-year agreement. These costs are computed in accordance with Sections 8752 and 8752.1 of the State Administrative Manual. Nothing herein contained shall preclude advance payments, pursuant to Article 1, Chapter 3, Part 1, Division 3, Title 2 of the Government Code of the State of California; and
- The following rate chart will apply for the mass media Abstract process:

If the number of requests per product type, per quarter is:	Then the cost for **Current Data** per requested products shall be:	Then the cost for **Archive Data** per requested products shall be:
1 – 250	$.50101	$1.00202
251 – 2,000	.12621	.25242
2,001 – 10,000	.02163	.04326
10,001 – 250,000	.00510	.0102
250,001 – 1 Million	.00146	.00146
More than 1 Million	.00121	.00121

c. The CDSS shall be charged for the total number of products requested. Each SSN submitted may generate 1 to 11 products, depending on the types of ABS reports requested.

d. The maximum amount of this Agreement has been computed based on a total of an estimated 828,727 SSNs for UI Abstracts and 5.64 million SSNs for Wage Abstracts, per quarter, as follows:

Attachment: EDD 17-2031.Executed (RES-2022-172 : Agreement with California Department of Social Services for EDD Information)

EXHIBIT B
(Interagency Agreement)

EDD ABSTRACT	FORMULA		COST
UI Claim History - Current	1 product	828,727 x .00121 x 20Q	$20,055.19
Archive UI Claim History (2-4 years)	1 product	828,727 x .00121 x 20Q	$20,055.19
Archive UI Claim History (Over 4 years)	1 product	828,727 x .00121 x 20Q	$20,055.19
Archive Wages	7 products	6,100 x .00121 x 20Q	$1,033.34
Current Wages	1 product	5,640,000 x .00121 x 20Q	$136,488.00
Administrative Fees			$1,500.00
Total for 5-year contract			**$199,186.91**

e. The EDD Invoices will reference the EDD Agreement No. **M8106046**, the CDSS Agreement No. **17-2031** and the EDD customer codes **E00096 and E00097**; and shall be submitted for payment to:

California Department of Social Services
Fiscal Forecasting & Policy Branch
744 P Street, M.S. 8-14-90
Sacramento, CA 95814
ATTN: Victor Simon

f. The CDSS payment must reference the EDD Invoice Number, the EDD Agreement number **M8106046**, and the EDD customer codes **E00096** and **E00097**; and be submitted to:

Employment Development Department
Accounting Section, MIC 70
P.O. Box 826217
Sacramento, CA 94230-6217

Pursuant to Office of Management and Budget (OMB) Circular A-133, the Contractor shall provide the s recipients with the Catalog of Federal Domestic Assistance (CFDA) Number and Program Title. Invoice shall also include the following CFDA Number and Program Title:

CFDA Number: 93.658
CFDA Program Title: Foster Care -- Title IV-E

CFDA Number: 93.558
CFDA Program Title: Temporary Assistance for Needy Families (TANF)

CFDA Number: 10.561
CFDA Program Title: State Administrative Matching Grants for the Supplemental Nutrition Assistance Program

Any invoices submitted without the above referenced information may be returned to the Contractor for further re-processing.

g. Payment will be made in accordance with, and within the time specified in, Title 1, Division 3.6, Part 3, Chapter 4.5 of the Government Code.

Attachment: EDD 17-2031.Executed (RES-2022-172 : Agreement with California Department of Social Services for EDD Information)

EXHIBIT B

(Interagency Agreement)

h. Upon execution of the agreement, the EDD may email FARBContract504@dss.ca.gov to obtain appropriation information. If payment has not been received for a non-disputed invoice within 60 days of the invoice date, the EDD, in accordance with Government Code Section 11255, will provide the department with a 30-day notification via the Non-Payment email box at FARBContract504@dss.ca.gov of its intent to initiate a Transaction Request with the State Controller's Office to transfer funds from the department to the EDD. No funds will be authorized for transfer without 30-day notification to FARBContract504@dss.ca.gov.

i. Nothing herein contained shall preclude advance payments, pursuant to Article 1, Chapter 3, Part 1, Division 3, Title 2 of the Government Code of the State of California.

II. STATE 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, CDSS shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

b. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, CDSS shall have the option to either cancel this Agreement with no liability occurring to CDSS, or offer an agreement amendment to Contractor to reflect the reduced amount.

III. FOR CONTRACTS WITH FEDERAL FUNDS

a. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of Congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.

b. This Agreement is valid and enforceable only if sufficient funds are made available to the CDSS by the United States Government for the term of this Agreement for the purposes of this program. 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. The CDSS has the option to invalidate the Agreement under the 30-day cancellation clause or to amend the Agreement to reflect any reduction of funds.

IV. REVIEWS

Each party reserves the right to review service levels and billing procedures as these impact charges against this Agreement.

Attachment: EDD 17-2031.Executed (RES-2022-172 : Agreement with California Department of Social Services for EDD Information)

EXHIBIT B
(Interagency Agreement)

V. FINAL BILLING

Invoices for services must be received by CDSS within 90 days following each state fiscal year, or 90 days following the end of the contract term, whichever comes first. The final invoice must include the statement "Final Billing."

Attachment: EDD 17-2031.Executed (RES-2022-172 : Agreement with California Department of Social Services for EDD Information)

EXHIBIT D
(Interagency Agreement)

PROTECTION OF CONFIDENTIALITY

Federal and state confidentiality laws, regulations, and administrative policies classify all the Employment Development Department (EDD) and the California Department of Social Services (CDSS) information provided under this Agreement as confidential. The federal and state laws prohibit disclosure of the EDD's and the CDSS' confidential information to the public and mandate its protection against loss and against unauthorized access, use, disclosure, modification, or destruction.

Both, the EDD and the CDSS must therefore, agree to the following security and confidentiality requirements:

I. ADMINISTRATIVE SAFEGUARDS

a. Adopt policies and procedures to ensure use of the EDD's and the CDSS' confidential information solely for purposes specifically authorized under this Agreement that meet the requirements of Title 20, Code of Federal Regulations §603.10 and Welfare and Institutions Code §10850.

b. Warrant by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee. In the event of a breach or violation of this warranty, the EDD shall have the right to annul this Agreement without liability, in addition to other remedies provided by law.

c. Warrant and certify that in the performance of this Agreement, the EDD and the CDSS will comply with all applicable statutes, rules and/or regulations, and Agreement information security requirements, including but not limited to the following:

- **California Unemployment Insurance Code §1094** (Disclosure Prohibitions)
- **Title 20, Code of Federal Regulations §603.9 and §603.10** (Federal Unemployment Compensation Safeguards and Security Requirements)
- **California Civil Code §1798, et seq**. (Information Practices Act)
- **California Penal Code §502** (Computer Fraud Act)
- **Title 5, U.S. Code §552a** (Federal Privacy Act Disclosure Restrictions)
- **Title 42, U.S. Code §503** (Social Security Act)
- **Title 18, U.S. Code §1905** (Disclosure of Confidential Information)
- **California Welfare and Institutions Code §10850** (Records)

d. Except for state agencies, agree to indemnify the EDD against any loss, cost, damage or liability resulting from violations of these applicable statutes, rules and/or regulations, and Agreement information security requirements.

e. Protect the EDD's and the CDSS' information against unauthorized access, at all times, in all forms of media. Access and use the information obtained under this Agreement only to the extent necessary to assist in the valid administrative needs of the program receiving such information, and only for the purposes defined in this Agreement.

f. Keep all the EDD's and the CDSS' confidential information completely confidential. Make this information available to authorized personnel on a "need-to-know" basis, and only for the purposes authorized under this Agreement. "Need-to-know" refers to those authorized personnel who need information to perform their official duties in connection with the use of the information authorized by this Agreement.

Attachment: EDD 17-2031.Executed (RES-2022-172 : Agreement with California Department of Social Services for EDD Information)

EXHIBIT D
(Interagency Agreement)

g. Notify the EDD Help Desk (ISO) at (916) 654-1010 and/or the CDSS ISO at (916) 651-5558, immediately upon discovery, that there may have been a breach in security which has or may have resulted in compromise to the confidential information. For purposes of this section, immediately is defined within 24 hours of discovery of the breach. The notification shall be by phone and email. **It is not sufficient to simply leave a message**. The notification must include a detailed description of the incident (such as time, date, location, and circumstances) and identify responsible personnel (name, title and contact information). The verbal notification shall be followed with an email notification to InformationSecurityOffice@edd.ca.gov and/or ISO@dss.ca.gov.

II. MANAGEMENT SAFEGUARDS

a. Acknowledge that the confidential information obtained by the EDD and the CDSS under this Agreement remains the property of the original owner, the EDD and the CDSS respectively.

b. Instruct all personnel assigned to work with the information provided under this Agreement regarding the following:

- Confidential nature of the EDD and the CDSS information.
- Requirements of this Agreement.
- Sanctions specified in federal and state unemployment compensation laws, Welfare and Institutions Code §10850, and any other relevant statutes against unauthorized disclosure of confidential information provided by the EDD and the CDSS.

c. Require that all personnel assigned to work with the information provided by the EDD and the CDSS complete the EDD Confidentiality Agreement (Attachment D1).

d. Return the following completed documents to the EDD Contract Services Group:

- EDD Indemnity Agreement (Attachment D2): Required to be completed by the Chief Financial Officer or authorized Management Representative, unless the requester is a State Agency.
- EDD Statement of Responsibility Information Security Certification (Attachment D3): Required to be completed by the Information Security Officer or authorized Management Representative.

e. Permit the EDD and the CDSS to make on-site inspections to ensure that the terms of this Agreement are being met. Make available to the EDD and the CDSS staff, on request and during on-site reviews, copies of the EDD Confidentiality Agreement (Attachment D1) completed by personnel assigned to work with the EDD's and the CDSS' confidential information, and hereby made a part of this Agreement.

f. Maintain a system of records sufficient to allow an audit of compliance with the requirements under subsection (e) of this part. Permit the EDD and the CDSS to make on-site inspections to ensure that the requirements of federal and state privacy, confidentiality and unemployment compensation statutes and regulations are being met including but not limited to Social Security Act §1137(a)(5)(B).

III. USAGE, DUPLICATION, AND REDISCLOSURE SAFEGUARDS

a. Use the EDD's and the CDSS' confidential information only for purposes specifically authorized under this Agreement. The information is not admissible as evidence in any action or special proceeding except as provided under Section 1094(b) of the California Unemployment Insurance Code (CUIC). §1095(u) of the CUIC does not authorize the use of the EDD's confidential information by any private collection agency.

Attachment: EDD 17-2031.Executed (RES-2022-172 : Agreement with California Department of Social Services for EDD Information)

EXHIBIT D
(Interagency Agreement)

b. Extraction or use of the EDD and the CDSS information for any purpose outside the purposes stated in this Agreement is strictly prohibited. The information obtained under this Agreement shall not be reproduced, published, sold, or released in original or any other form not specifically authorized under this Agreement.

c. Disclosure of any of the EDD and the CDSS information to any person or entity not specifically authorized in this Agreement is strictly prohibited. Personnel assigned to work with the EDD's and the CDSS' confidential information shall not reveal or divulge to any person or entity any of the confidential information provided under this Agreement except as authorized or required by law.

IV. PHYSICAL SAFEGUARDS

a. Take precautions to ensure that only authorized personnel are given access to physical, electronic and on-line files. Store electronic and hard copy information in a place physically secure from access by unauthorized persons. Process and store information in electronic format, such as magnetic tapes or discs, in such a way that unauthorized persons cannot retrieve the information by means of computer, remote terminal, or other means.

b. Secure and maintain any computer systems (network, hardware, and software applications) that will be used in the performance of this Agreement. This includes ensuring that all security patches, upgrades, and anti-virus updates are applied as appropriate to secure data that may be used, transmitted, or stored on such systems in the performance of this Agreement.

c. Store all the EDD's and the CDSS' confidential documents in a physically secure manner at all times to prevent unauthorized access.

d. Store the EDD's and the CDSS' confidential electronic records in a secure central computer facility. Where in-use on a shared computer system or any shared data storage system, ensure appropriate information security protections are in place. The EDD and the CDSS shall ensure that appropriate security access controls, storage protections and use restrictions are in place to keep the confidential information in the strictest confidence and shall make the information available to its own personnel on a "need-to-know" basis only.

e. Store the EDD's and the CDSS' confidential data in encrypted format when recorded on removable electronic storage media, or on mobile computing devices such as a laptop computer.

f. Maintain an audit trail and record data access of authorized users and authorization level of access granted to the EDD's and the CDSS' data, based on job function.

g. Direct all personnel permitted to use the EDD's and the CDSS' data to avoid leaving the data displayed on their computer screens where unauthorized users may view it. Personnel should retrieve computer printouts as soon as they are generated so that the EDD's and the CDSS' data is not left unattended in printers where unauthorized personnel may access them.

h. Dispose of confidential information obtained from the EDD and the CDSS, and any copies thereof made by the EDD and/or the CDSS, after the purpose for which the confidential information is disclosed is served. Disposal means return of the confidential information to the EDD and the CDSS or destruction of the information utilizing an approved method of confidential destruction, which includes electronic deletion (following Department of Defense specifications) shredding, burning, or certified or witnessed destruction.

Attachment: EDD 17-2031.Executed (RES-2022-172 : Agreement with California Department of Social Services for EDD Information)

Employment Development Department
State of California

EDD Agreement No. M8106
CDSS Agreement No. 17-2031
EDD/CDSS
EDD Customer Code No. E00096/E00097
ATTACHMENT D1

EMPLOYMENT DEVELOPMENT DEPARTMENT

CONFIDENTIALITY AGREEMENT

Information resources maintained by the State of California Employment Development Department (EDD) and provided to your agency may be confidential or sensitive. Confidential and sensitive information are not open to the public and require special precautions to protect it from wrongful access, use, disclosure, modification, and destruction. The EDD strictly enforces information security. If you violate these provisions, you may be subject to administrative, civil, and/or criminal action.

VICTOR SIMON (PRINT YOUR NAME) an employee of California Department of Social Services (PRINT YOUR EMPLOYER'S NAME)

hereby acknowledge that the confidential and/or sensitive records of the Employment Development Department are subject to strict confidentiality requirements imposed by state and federal law include the California Unemployment Insurance Code (UIC) §§1094 and 2111, the California Civil Code (CC) §1798 et seq., the California Penal Code (PC) §502, Title 5, USC §552a, Code of Federal Regulations, Title 20 part 603, and Title 18 USC §1905.

INITIAL acknowledge that my supervisor and/or the Contract's Confidentiality and Data Security Monitor reviewed with me the confidentiality and security requirements, policies, and administrative processes of my organization and of the EDD.

INITIAL acknowledge responsibility for knowing the classification of the EDD information I work with and agree to refer questions about the classification of the EDD information (public, sensitive, confidential) to the person the Contract assigns responsibility for the security and confidentiality of the EDD's data.

INITIAL acknowledge responsibility for knowing the privacy, confidentiality, and data security laws that apply to the EDD information I have been granted access to by my employer, including UIC §§1094 and 2111, California Government Code § 15619, CC § 1798.53, and PC § 502.

INITIAL acknowledge that wrongful access, use, modification, or disclosure of confidential information may be punishable as a crime and/or result in disciplinary and/or civil action taken against me—including but not limited to: reprimand, suspension without pay, salary reduction, demotion, or dismissal—and/or fines and penalties resulting from criminal prosecution or civil lawsuits, and/or termination of contract.

INITIAL acknowledge that wrongful access, inspection, use, or disclosure of confidential information for personal gain, curiosity, or any non-business related reason is a crime under state and federal laws.

INITIAL acknowledge that wrongful access, use, modification, or disclosure of confidential information is grounds for immediate termination of my organization's Contract with the EDD.

INITIAL agree to protect the following types of the EDD confidential and sensitive information:

- Wage Information
- Employer Information
- Claimant Information
- Tax Payer Information
- Applicant Information
- Proprietary Information
- Operational Information (manuals, guidelines, procedures)

INITIAL hereby agree to protect the EDD's information on either paper or electronic form by:

- Accessing or using the EDD supplied information only as specified in the Contract for the performance of the specific work I am assigned.
- Never accessing information for curiosity or personal reasons.
- Never showing or discussing sensitive or confidential information to or with anyone who does not have the need to know.
- Placing sensitive or confidential information only in approved locations.
- Never removing sensitive or confidential information from the work site without authorization.
- Following encryption requirements for all personal, sensitive, or confidential information in any portable device or media.

"I certify that I have read and initialed the confidentiality statements printed above and will abide by them."

VICTOR SIMON
Print Full Name (last, first, MI)

California Department of Social Services
Print Name of Requesting Agency

Signature

10/18/2017
Date Signed

Check the appropriate box:

- [x] Employee
- [ ] Student
- [ ] Subcontractor
- [ ] Volunteer
- [ ] Other _____ Explain

Attachment D1 [Rev 051414]

Attachment: EDD 17-2031.Executed (RES-2022-172 : Agreement with California Department of Social Services for EDD Information)

Employment Development Department
State of California

EDD Agreement No. M8106046
CDSS Agreement No. 17-2031
EDD/CDSS
EDD Customer Code No. E00096/E00097
ATTACHMENT D3

EMPLOYMENT DEVELOPMENT DEPARTMENT
STATEMENT OF RESPONSIBILITY

INFORMATION SECURITY CERTIFICATION

We, the Information Security Officer and the Chief of the Financial Management and Contracts Branch, hereby certify that the California Department of Social Services has in place the safeguards and security requirements stated in this Interagency Agreement. We therefore accept responsibility for ensuring compliance with these requirements, as set forth in Exhibit "D" of the EDD Agreement No. ~~<Enter the EDD Contract Number>~~ M8106046.

IINFORMATION SECURITY OFFICER SIGNATURE	PROGRAM DIRECTOR OR CHIEF INFORMATION OFFICER SIGNATURE
Lloyd Indig	VICTOR SIMON
PRINT NAME OF INFORMATION SECUIRTY OFFICER	PRINT NAME
Information Security Officer	RESEARCH PROGRAM SPECIALIST
PRINT TITLE	PRINT TITLE
(916) 651-5558	916 653-1168
TELEPHONE NUMBER	TELEPHONE NUMBER
Lloyd.Indig@dss.ca.gov	VICTOR.SIMON@DSS.CA.GOV
E-MAIL ADDRESS	E-MAIL ADDRESS
9.21.17	10/18/2017
DATE SIGNED	DATE SIGNED

NOTE: *Return this Information Security Certification to the EDD Contract Manager with the signed copies of the Contract.*

FOR THE EDD USE ONLY

1. Information Security Certification received by:

EDD CONTRACT MANAGER NAME	DATE RECEIVED

2. The EDD information asset access approved by:

CONTRACT MANAGER OR DISCLOSURE COORDINATOR	DATE APPROVED (AFF, EMAIL, ETC.)

NOTE: *The EDD must have a signed "Information Security Certification" in its possession prior to disclosure of any personal, confidential, or sensitive information to the California Department of Social Services.*

Attachment: EDD 17-2031.Executed (RES-2022-172 : Agreement with California Department of Social Services for EDD Information)

EXHIBIT E
(Interagency Agreement)

SPECIAL TERMS AND CONDITIONS

A. Termination Without Cause

This Agreement may be terminated without cause by either party upon 30 days written notice to the other party.

B. Debarment and Suspension

For federally funded agreements, **Contractor certifies** that to the best of his/her knowledge and belief that he/she and their principals or affiliates or any sub-contractor utilized under this agreement, are not debarred or suspended from federal financial assistance programs and activities nor proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. The Contractor also certifies that it or any of its sub-contractors are not listed on the Excluded Parties Listing System (http://www.epls.gov) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17).

C. Certification Regarding Lobbying

Applicable to Grants, Subgrants, Cooperative Agreements and Contracts Exceeding $100,000 in Federal Funds.

1. For Agreements with Contractors who are State entities not under the authority of the Governor, or cities, private firms or agencies which are receiving in excess of $100,000 in federal funds from CDSS to perform services. By signing this Agreement the Contractor certifies that to the best of his or her knowledge and belief, that:
   a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into of a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
   b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal Grant or agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
   c. The Contractor shall require that the language of this certification be included in the award documents for all covered subawards exceeding $100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.
2. This certification is a prerequisite for making or entering into this transaction and is imposed by Section 1352, Title 31, U. S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of no less than $10,000 and not more than $100,000 for each such failure.

Attachment: EDD 17-2031.Executed (RES-2022-172 : Agreement with California Department of Social Services for EDD Information)

EXHIBIT E
(Interagency Agreement)

D. A-133 Audit

Pursuant to Office of Management and Budget (OMB) Circular A-133 §.200 "Audit Requirements", non-federal entities that expend $500,000 or more in a year in Federal awards from all sources combined shall have a single or program-specific audit conducted for that year in accordance with the provisions of OMB Circular A-133. All OMB Circular A-133 audit reports shall meet the reporting requirements established in OMB §.320 "Report Submission" and a copy shall be forwarded to CDSS.

E. Indirect Costs/Administrative Overhead

For agreements with other governmental entities and public universities, indirect costs are expenses incurred for administrative services such as, but not limited to, accounting; personnel and payroll administration; accounts payable services; general and specialized insurance coverage; compliance and regulatory monitoring; independent audit services; and legal services. Indirect costs are applied to personnel, operating expenses, supplies, equipment, and travel expenses. Per State Contracting Manual, Section 3.06.B, agencies shall assure that all administrative fees are reasonable considering the services being provided. Agencies may only pay overhead charges on the first $25,000 of each subcontract. Any subcontractor receiving $25,000 or more must be clearly identified in the budget display and excluded when the total indirect costs are calculated.

Attachment: EDD 17-2031.Executed (RES-2022-172 : Agreement with California Department of Social Services for EDD Information)

MARIPOSA COUNTY

Building · 209-966-3934

RESOLUTION - ACTION REQUESTED 2022-173

MEETING: March 15, 2022

TO: The Board of Supervisors

FROM: Debra Willis, Sr. Development Services Coordinator

RE: Authorize the Allocation and Recruitment of One Additional Full Time DST

RECOMMENDATION AND JUSTIFICATION:
Authorize the Allocation and Recruitment of One Full Time Development Services Technician (DST) Position in the Building Department (Effective Immediately)

This position is to Accommodate the Increase in Permits and to Complete the Increased Amount of Work Within the Existing Time Frame.

This position is critical to the department in order to keep up with the current workload associated with building permits and providing assistance to the public. An additional DST is necessary to accommodate the increase in permits and to complete the increased amount of work within the existing time frame so that service to the public is not negatively impacted. Monies required to support the position will be funded through the increased permit activity and savings from the Senior DST acting as Interim Building Director. This means no net increase to the Board.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board has been informed of the necessity of a Development Services Technician position. In the past, the Board has approved necessary changes to ensure the level of service to the public is maintained.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not hire a full time DST and stay with the current staff structure.
1. Allow the Building Department to take longer to complete the paperwork for permits. This would reduce the current service level to the public and slow all phases of the permit process significantly.
2. Pay the current DSTs significant amounts of overtime to accomplish the work. This will decrease the productivity of the Building Department as it will result in an undue workload burden and add to the existing stress of personnel.
3. Lose Building's investment in extra help staff training and education when a permanent job opening becomes available elsewhere in the County.

FINANCIAL IMPACT:

Monies required to support the position will be funded through the increased permit activity and savings from the Senior DST acting as Interim Building DIrector.

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

MARIPOSA COUNTY

Administration · 966-3222

MEETING: March 15, 2022

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Discussion and Directrion Regarding an Update on the Implementation of the New ERP Software

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RECOMMENDATION AND JUSTIFICATION:

Discussion and Direction Regarding an Update on the Implementation of the New Enterprise Resource Planning (ERP) Software.

It has been just over one year since we began the transition from our current ERP software (developed in 1980 in a DOS green screen environment) to an Oracle cloud ERP system. We hope to provide an update on accomplishments to date, current timeline and activities, and the continued support needed from the Board. We also want to recognize the tireless efforts of our staff team dedicated to ensuring this project is successful.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board received a six-month update on January 26, 2021

Resolution 2020-234 approved an Enterprise Resource Planning (ERP) Contract with Graviton Consulting and Oracle

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

No action required of the Board.

RESULT: INFORMATION RECEIVED

MARIPOSA COUNTY

Administration · 966-3222

RESOLUTION - ACTION REQUESTED 2022-174

MEETING: March 15, 2022

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Budget Action

RECOMMENDATION AND JUSTIFICATION:
Approve a Budget Action Correcting Auto Calculations in Oracle, ($344,117).

When the budget was created in Oracle, we made a few of the tax accounts auto-calculation accounts to capture those expenses associated with payroll information that departments enter when budgeting, e.g. Overtime, Extra Help, etc. When submitting budget actions involving those accounts, the tax accounts continue to auto-calculate, which is throwing off the fund balances of any funds in which those accounts are being adjusted.

This budget action moves the adjustment request to salary accounts on which NO auto-calculations are performed. In this way, the adjustment can be made without triggering the auto-calculation fields. This is an accounting driven budget action only. The Board has previously approved all of these actions. This simply eliminates the auto-calculations from the budget adjustments to ensure the funds are balanced.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board of Supervisors routinely approves budget actions.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve and funds will remain out of balance.

FINANCIAL IMPACT:
No financial impact.
12/15/20 001-0101-411-0496 · Private Vehicle Use $11,043.00

ATTACHMENTS:
Budget Adjustment Auto Calculation Corrections 4 (PDF)

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

REF ID# 12718

BUDGET ACTION FORM

FUND	DEP/DIV	ACCOUNT	DESCRIPTION	PROJECT	INCREASE	DECREASE
1001	457	51112				84802
1001	457	51111			84802	
3490	401	51112				130991
3490	401	51111			130991	
1001	220	51115				128324
1001	220	51111			128324	
			TOTALS		344,117	344,117

TRANSFER BETWEEN FUNDS					DEBIT	CREDIT
			TOTALS		0	0

ACTION REQUESTED: (Check all that apply)

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

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

DEPARTMENT HEAD SIGNATURE DATE

AUDITOR SIGNATURE DATE

COUNTY ADMINISTRATIVE OFFICER SIGNATURE DATE

APPROVED BY RES NO. CLERK DATE

DEPARTMENT

AUDITOR'S USE ONLY
BA #

Budget Revision Form Revised 08/2020

Attachment: Budget Adjustment Auto Calculation Corrections 4 (RES-2022-174 : Budget Action)

MARIPOSA COUNTY

Administration · 966-3222

RESOLUTION - ACTION REQUESTED 2022-175

MEETING: March 15, 2022

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Approve Mid-Year Adjustments 2020-21

RECOMMENDATION AND JUSTIFICATION:
Receive and Review the Midyear Financial Status Report and Approve Budget Adjustments.

Please see the attached staff report, recommended mid-year adjustments, and revenue/appropriations analysis for additional information.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board has traditionally reviewed the County's financial position at mid-year and approved adjustments.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Budget adjustments could be denied or amended by the Board.

FINANCIAL IMPACT:
General Purpose revenues will increase by $247,938, General Fund Contingency remains unchanged

ATTACHMENTS:
Midyear Memo (PDF)
Midyear Revenue by Fund (PDF)
Midyear Expense by Fund (PDF)
FY22 Midyear Change Requests (PDF)

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

REF ID# 12678

DALLIN KIMBLE
County Administrative Officer

5100 Bullion Street
P.O. Box 784
Mariposa, CA 95338
209-966-3222
dkimble@mariposacounty.org

To: Board of Supervisors

From: Dallin Kimble, County Administrative Officer
Leigh Westerlund, Assistant County Administrative Officer

Date: March 4, 2022

Subject: Fiscal Year 2021-22 Midyear Budget Review

At the mid-point of each fiscal year, staff completes a thorough review of the County's actual revenues and expenditures. This review then informs a selection of requested revisions to ensure the amended budget is aligned with financial realities. What follows here is a summary of the aforementioned review and recommended revisions for the Board's information and consideration.

Overview:
At the adoption of the Fiscal Year 2021-2022 (FY22) budget, stated objectives included staying focused on long-term objectives, preparing for uncertainty without dramatically impacting operations, maintaining public health and safety and minimizing impact to employees. Through December 31, 2021, the budget is achieving these objectives through the rebuilding of reserves, unfreezing positions that were previously unfunded, and continuing to support pandemic response and other emergency operations.

Budget revenues and allocations are on track with expectations for this point in the year. A few adjustments are recommended to unfreeze the remaining unfunded positions, acknowledge additional revenue, make required improvements at the adult detention facility, and maintain a clean and accurate budget document.

Revenues:
Through December 31, 2021, the County has collected $22.4 million or 26 percent (26%) of projected General Fund revenues. Average midyear revenues for FY18, FY19 and FY20 were $29 million or 49% of the respective budget for those years. While the initial review of these numbers is alarming, further analysis indicates we are on track with midyear trends. The way fund balance is recorded, reporting challenges and transient occupancy tax collections complete the revenue picture.

First, fund balances are treated very differently in budgets than they are in accounting. Budgets include fund balances because they represent money received in prior fiscal years that can be spent. Accounting practices do not acknowledge fund balance as actual revenue because those dollars were already counted when they were received; counting them as revenue in the current fiscal year would artificially inflate our balance sheet. Therefore, the midyear report does not acknowledge nearly $11.8 million of budgeted revenue from fund balance (compared to $1.1 million in FY19, $2.5 million in FY20, and $1.3 million in FY21).

Attachment: Midyear Memo (RES-2022-175 : Approve Mid-Year Adjustments 2020-21)

Next, revenue collection from funding sources requiring claims with detailed accounting of activity have been delayed while staff works to develop reports to extract the data in the system. In other words, some reimbursements have been delayed until the necessary reports can be produced to submit claims.

Finally, we can get a sense of the County's financial health by evaluating our largest and most volatile revenue source: transient occupancy tax. The adopted budget is based on a projection of $8.98 million in transient occupancy tax for July – December 2021. Actual transient occupancy tax receipts for this period are $10.88 million, or 21 percent (21%) above what was projected. With strong transient occupancy tax receipts, growing property taxes and sales taxes returning to what they were prior to the pandemic, staff is confident that revenue is on pace with the adopted budget for this time of year.

With all figures rounded, new revenues received since the adoption of balancing adjustments in October include a $30,000 grant in Elections, $18,000 in reimbursements for the recall election last fall, $117,000 in new revenue for public health, $122,000 in new revenue for environmental health, and $596,000 in new revenue for behavioral health. All funds appear on track to meet revenue projections.

Expenses:
Through December 31, 2021, the County has spent 32 percent (32%) of total budget allocations. This is again lower than recent years, which have found midyear spending around 43 – 46 percent (43 – 46%) of budgeted allocations. The significant reduction is driven by relatively large contributions budgeted for reserves, transfers that have not yet been completed, and a greater number of vacancies than anticipated.

The adopted budget includes a $4.8 million reserve contribution and several other transfers that are typically completed in the second half of the fiscal year. Like the fund balance numbers that skew the revenue reporting, large transfers skew expense percentages being reported. More careful review of those allocations shows department spending remains prudent and funds are aligned with anticipated performance.

It is worth noting briefly that vacant positions are creating more salary savings than we usually experience. As of this writing, the County has 26 full-time and 16 part-time openings. This represents a doubling of our normal vacancy rate that provides a budget cushion but also creates significant challenges for the services we are trying to deliver to the public.

Recommended Adjustments:
Several adjustments are recommended, as outlined above and in the attached spreadsheets, to acknowledge additional revenues, perform required building maintenance at the adult detention facility, support ongoing operations and maintain a clean and accurate budget. $494,781 in net General Fund adjustments are recommended with this report.

Included in these adjustments is funding for the remaining nine frozen employee allocations effective May 1, 2022. These allocations include a public information officer (administration), senior library assistant, two sheriff deputies, a custodial deputy, a deputy probation officer, an office assistant (district attorney), an account technician (treasurer/tax collector), and a custodian. The recommended adjustments also include funding for the elections clerk to move from 70% permanent part-time to full-time, reclassification of an account clerk II to an account technician I in the county clerk's office, and reclassification of a deputy district attorney I/II to a deputy district attorney III. One remaining unfunded allocation (transportation planner) is required to keep on the books but will remain vacant until an existing employee serving in this capacity meets the qualifications for the position.

Attachment: Midyear Memo (RES-2022-175 : Approve Mid-Year Adjustments 2020-21)

Increases in transient occupancy tax receipts make these changes possible and allow a return to our past practice of allocating only those positions which are funded. This practice reduces the complexity associated with maintaining the employee allocation schedule and adds transparency for the Board, staff and the public.

An adjustment of $139,655 is recommended for building maintenance at the adult detention facility required to be in compliance with Board of State and Community Corrections regulations. This adjustment is funded by revenue received for housing inmates on behalf of the state during COVID-19 in the previous fiscal year.

No changes are recommended for the General Fund contingency, which currently has a balance of $640,000. Staff will continue to exhibit fiscal responsibility in managing expenses and pursuing grant funding whenever possible.

Reporting Note:
This midyear report has been prepared the same way midyear reports have been prepared for many years in Mariposa County. In many ways, the information provided and report style have been driven by past County practices. If there is information that would be more helpful than what is reported here, or if there is additional information that would provide a better sense of the financial condition of the County, staff is appreciative of any and all input about the midyear process and reports. The focus for staff remains the implementation of *the Enterprise*, but that implementation will include additional functionality and flexibility to improve reporting in the future.

Outlook:

We view the road ahead with cautious optimism. We've largely recovered from the financial impacts of the pandemic and are rebuilding the reserves that were almost completely depleted. Yosemite's reservation system has had minimal impact on the current fiscal year, though a change in their formula may have a greater impact on the coming high-visitation season. Emergency situations have become a "new normal" of their own, though the pandemic itself appears to be winding down. We have new developments promising to come online and significant Caltrans and County road construction projects that will affect traffic over the next couple of years.

The balancing act between opportunities and challenges, and a future that is generally uncertain, is the basis for the County's conservative, status quo approach to budgeting. At the moment, all indicators point to completing the fiscal year as projected.

Beyond the current fiscal year, there is a need to better prioritize program outcomes as part of the budget process. Inputs (rent, staff, etc.) and outputs (plans, products, etc.) are interesting and necessary, but not ultimately as compelling or transparent as discussions about the outcomes we hope to achieve by putting inputs and outputs to work.

We've recently learned more about the significant investments needed to maintain our road condition ($6 million more annually) and fire response (at least $800,000 more annually). Addressing illegal marijuana grows, developing additional housing, developing staff potential, providing professional workspaces, and so many more priorities are competing for resources. We need to be clearer about what it is we want to do, how we are going to fund those priorities, and what it is we are going to stop doing. This isn't something we'll perfect in the next budget process, but we hope to begin taking steps in that direction.

Attachment: Midyear Memo (RES-2022-175 : Approve Mid-Year Adjustments 2020-21)

The competition for labor is worth highlighting here. Recruitments for staff at all levels have discovered relatively few external candidates in recent years. This is not just about government benefits for the unemployed; it is about a fundamental shift in the size of the workforce and how they choose where to work. There are more workers retiring than entering the workforce — a trend accelerated by the pandemic. Remaining workers are looking first for high-amenity communities where they want to live and then seeking for work in those communities.

In the face of growing competition for a reduced number of workers, it has never been more important to develop the potential of our existing staff. We will also need to change our thinking about when we hire staff versus using technology or doing project-specific work through appropriate contracts.

In summary, there are reasons for optimism and reasons for caution in the foreseeable future. We will continue to be vigilant in our monitoring of revenue sources and expenditures as well as the political, economic, pandemic and environmental trends that impact us all. We are looking forward to the full implementation of the Enterprise and the additional functionality and flexibility it represents. We are beginning to plan for a more objective, priority-driven approach to budgeting in order to achieve a greater quality of life for the public we serve.

With gratitude to the many staff across all departments who have provided information for this midyear update, please find the midyear revenue report, midyear expense report, and midyear recommended adjustments attached for your review and consideration.

Attachment: Midyear Memo (RES-2022-175 : Approve Mid-Year Adjustments 2020-21)

Mariposa County Fiscal Year 21-22 Midyear REVENUE Variance Explanations

Fund	Department	Adjusted Budget	Year to Date Through 12.31.21	Percent Budget Utilization	Variance Explanation
1001 General Fund	100	$ 45,877,292	$ 15,479,421	34%	
1001 General Fund	102	$ 32,982	$ 1,543	5%	Budget should have been reduced when Child Support Services rent was incorporated into the cost allocation - will be corrected at midyear
1001 General Fund	103	$ 4,700	$ -	0%	Transfers will occur in Q3/Q4
1001 General Fund	107	$ 44,000	$ 17,481	40%	
1001 General Fund	108	$ 222,500	$ 13,384	6%	Investment fees collected in Q3/Q4
1001 General Fund	109	$ 120,100	$ 64,609	54%	
1001 General Fund	113	$ 24,000	$ 240	1%	Interdepartmental services revenue transfers will occur in Q3/Q4
1001 General Fund	120	$ 28,300	$ 9,830	35%	
1001 General Fund	121	$ 116,700	$ 66,445	57%	
1001 General Fund	128	$ 76,800	$ 53,601	70%	
1001 General Fund	206	$ 48,793	$ -	0%	Revenue anticipated in Q3/Q4
1001 General Fund	207	$ 606,336	$ -	0%	Transfers will occur in Q3/Q4
1001 General Fund	212	$ 200,217	$ -	0%	Transfers will occur in Q3/Q4
1001 General Fund	216	$ 1,644,005	$ 572,058	35%	
1001 General Fund	219	$ 236,727	$ 64,767	27%	Revenue anticipated in Q3/Q4
1001 General Fund	220	$ 180,150	$ 54,063	30%	
1001 General Fund	224	$ 92,149	$ 21,063	23%	Transfers will occur in Q3/Q4, Fines pending
1001 General Fund	228	$ 732,842	$ 730,861	100%	Assistance by Hire revenue for helping other counties was 162% of budget for Q1/Q2
1001 General Fund	235	$ 354,389	$ 69,792	20%	Revenue anticipated in Q3/Q4
1001 General Fund	249	$ 155,000	$ 66,787	43%	
1001 General Fund	304	$ 238,887	$ 41,287	17%	Transfers will occur in Q3/Q4
1001 General Fund	317	$ 20,000	$ 5,002	25%	Revenue accounting delayed due to lack of software integration
1001 General Fund	330	$ 191,000	$ -	0%	Transfers will occur in Q3/Q4
1001 General Fund	350	$ 98,000	$ 78,218	80%	Revenue appears to be on track to exceed budget estimates
1001 General Fund	401	$ 1,129,225	$ 317,854	28%	Expenses not fully submitted/posted for reimbursement
1001 General Fund	402	$ 7,123,396	$ 1,974,229	28%	Expenses not fully submitted/posted for reimbursement
1001 General Fund	403	$ 1,391,683	$ 152,401	11%	Expenses not fully submitted/posted for reimbursement
1001 General Fund	457	$ 287,512	$ 78,547	27%	Expenses not fully submitted/posted for reimbursement
1001 General Fund	501	$ 8,590,266	$ 1,129,341	13%	Expenses not fully submitted/posted for reimbursement
1001 General Fund	506	$ 3,038,645	$ 196,036	6%	Expenses not fully submitted/posted for reimbursement
1001 General Fund	507	$ 7,076,574	$ 28,814	0%	Expenses not fully submitted/posted for reimbursement
1001 General Fund	510	$ 20,000	$ 85	0%	VA payment anticipated in Q3/Q4
1001 General Fund	528	$ 6,826,956	$ 1,056,496	15%	Expenses not fully submitted/posted for reimbursement
1001 General Fund	606	$ 54,500	$ 32,200	59%	
1001 General Fund	701	$ 42,700	$ 9,352	22%	Revenue anticipated in Q3/Q4, and transfers occur in Q3/Q4
3031 Local Transportation Fund	307	$ 460,665	$ 379,910	82%	Revenue received in Q1/Q2
3032 State Transit Assistance Fund	307	$ 152,180	$ 13,525	9%	Revenue anticipated in Q3/Q4
3033 Transportation Planning Fund	307	$ 875,609	$ 182,521	21%	Revenue received on a reimbursement basis as tasks are completed
3034 Pedestrian Bikeway Fund	307	$ 176,775	$ -	0%	Skewed by beginning fund balance
3215 Victim Witness Fund	215	$ 422,528	$ 166,670	39%	
3300 Roads Fund	300	$ 7,102,091	$ 2,150,028	30%	
3301 Fish And Game	101	$ 18,189	$ -	0%	Skewed by beginning fund balance
3310 CSA 3 Fire Assessments	107	$ 1,448,349	$ 1,561	0%	Skewed by beginning fund balance; assessments collected in Q3/Q4

Mariposa County Fiscal Year 21-22 Midyear REVENUE Variance Explanations

Fund	Department	Adjusted Budget	Year to Date Through 12.31.21	Percent Budget Utilization	Variance Explanation
3311 CSA 1-Don Pedro Fire	107	$ 114,564	$ 277	0%	Skewed by beginning fund balance; assessments collected in Q3/Q4
3312 Water Agency	304	$ 185,326	$ 24	0%	Skewed by beginning fund balance
3313 Coulterville Lighting	304	$ 61,228	$ 7,220	12%	Skewed by beginning fund balance
3314 Coulterville Service Area	408	$ 172,313	$ 75,079	44%	
3315 Don Pedro Equestrian Trails	304	$ 42,785	$ -	0%	Skewed by beginning fund balance
3316 Don Pedro Sewer	408	$ 161,444	$ 77,038	48%	
3317 Hornitos Lighting	304	$ 42,850	$ 2,838	7%	Skewed by beginning fund balance
3318 Mariposa Lighting	304	$ 567,414	$ 39,556	7%	Skewed by beginning fund balance
3319 Mariposa Parking	304	$ 36,206	$ 4,538	13%	Skewed by beginning fund balance
3320 Mariposa Pines	408	$ 173,588	$ 32,916	19%	Revenue anticipated in Q3/Q4
3321 Wawona Service Area	304	$ 111,803	$ 47,465	42%	
3322 Yosemite West Maint District	408	$ 840,727	$ 338,650	40%	
3325 DA Asset Forfeiture	212	$ 9,607	$ -	0%	Skewed by beginning fund balance
3327 Sheriff Asset Forfeiture	216	$ 20,428	$ -	0%	Skewed by beginning fund balance
3328 Comm Child Abuse Prevent	501	$ 34,431	$ 281	1%	Revenue anticipated in Q3/Q4
3329 SLESF Fund	216	$ 169,800	$ 117,747	69%	
3330 Housing Development Fund	111	$ 755,793	$ -	0%	Grant funds just awarded, anticipate funds in Q3/Q4
3331 First Time Homebuyer Loans	111	$ 550,000	$ -	0%	Grant funds just awarded, anticipate funds in Q3/Q4
3334 Community Energy Grants	402	$ 532,866	$ 119,123	22%	Due to the COVID, crew has not had the access to homes to perform work. They only did 1 job in a year. Now they are working on completing 14 jobs, with more to come.
3335 CSBG Fund	402	$ 252,593	$ 131,046	52%	
3336 TANF Fund	501	$ 76,471	$ 200	0%	Skewed by beginning fund balance
3341 Senior Services Fund	519	$ 448,046	$ 73,475	16%	Second quarter claim submitted, reimbursement not yet received
3345 Forest Reserve	102	$ 108,132	$ -	0%	Revenue anticipated in Q3/Q4
3351 JJCPA Fund	224	$ 178,255	$ 76,576	43%	
3352 HUD Continuum of Care	402	$ 71,298	$ 25,127	35%	
3353 RCCP Fund	216	$ 836,797	$ 228,563	27%	Revenue anticipated in Q3/Q4
3358 DNA Identification Fund	216	$ 43,243	$ 384	1%	Skewed by beginning fund balance
3360 Domestic Violence - Probation	224	$ 533	$ 1	0%	Skewed by beginning fund balance, collections down due to COVID
3361 County Inmate Welfare Fund	220	$ 121,128	$ 20,660	17%	Skewed by beginning fund balance
3362 CalFRESH Overpay Incentives	506	$ 19,521	$ -	0%	Revenue only received when overpayments collected
3363 Human Services Assist Trust	506	$ 1,631,039	$ 1,380,125	85%	Deposit error-see fund 3368/not all deposits posted to Oracle
3364 Cash Difference Tax Collector	108	$ 1,908	$ 11	1%	Skewed by beginning fund balance
3365 Department Of Justice-DA	212	$ 8,538	$ 49	1%	Skewed by beginning fund balance
3366 Probation Drug Program	224	$ 7,449	$ 80	1%	Skewed by beginning fund balance, collections down due to COVID
3368 Human Services Admin Trust	506	$ 7,461,041	$ 17,347	0%	Deposit error-see fund 3363/not all deposits posted to Oracle
3369 Sund-Pelosso Advance	212	$ 16,283	$ 11,800	72%	Revenue received in Q1/Q2
3370 LAFCO Fund	249	$ 89,153	$ -	0%	Skewed by beginning fund balance, transfers will occur in Q3/Q4
3371 Child Support Services Fund	207	$ 605,336	$ 164,885	27%	Unable to submit complete claims for reimbursements pending stronger reporting in Oracle, revenue is behind as a result
3372 CalFRESH Overpay Collect	506	$ 9,204	$ -	0%	Revenue only received when overpayments collected
3376 Finger Print Identification	216	$ 74,869	$ 277	0%	Skewed by beginning fund balance
3378 Emergency Medical Service	401	$ 124,504	$ 1,167	1%	Skewed by beginning fund balance
3379 Recorders Modernization	109	$ 109,974	$ 12,664	12%	Skewed by beginning fund balance

Mariposa County Fiscal Year 21-22 Midyear REVENUE Variance Explanations

Fund	Department	Adjusted Budget	Year to Date Through 12.31.21	Percent Budget Utilization	Variance Explanation
3380 Drug & Alcohol Prevention	403	$ 700	$ 49	7%	This revenue depends on court fines. Revenues deposited into AS400, not yet transferred to Oracle
3382 Public Administrator	216	$ 37,708	$ -	0%	Skewed by beginning fund balance
3383 Welfare Trust-Social Services	501	$ 3,062	$ -	0%	Skewed by beginning fund balance
3384 Alcohol Program Ment Hlth	403	$ 800	$ 49	6%	This revenue depends on court fines. Revenues deposited into AS400, not yet transferred to Oracle
3385 Tobacco Cessation-Health	401	$ 264,461	$ 37,500	14%	Revenue anticipated in Q3/Q4
3386 Recorder Cash Difference	109	$ 2,587	$ 502	19%	Skewed by beginning fund balance
3387 Criminal Lab H&S 11372.5	216	$ 20,532	$ 101	0%	Skewed by beginning fund balance
3389 Micro Conversion-Recorder	109	$ 30,126	$ 2,658	9%	Skewed by beginning fund balance
3390 Tax Collector's Cost	108	$ 148,129	$ 1,360	1%	Skewed by beginning fund balance
3392 1991 Health Realignment	401	$ 1,508,018	$ 29,569	2%	Revenue deposited in AS400 but not transferred to Oracle yet
3393 1991 Ment Hlth Realignment	402	$ 1,706,173	$ 954,549	56%	
3394 1991 Human Services Realign	506	$ 7,228,706	$ 1,352,901	19%	Skewed by beginning fund balance
3399 Vitals - Recorder	109	$ 60,415	$ 1,367	2%	Skewed by beginning fund balance
3400 Vitals - Clerk	120	$ 2,141	$ 31	1%	Skewed by beginning fund balance
3401 STC Fund	224	$ 34,563	$ -	0%	Receive payments quarterly
3402 PHEP Fund	401	$ 115,736	$ 69,361	60%	
3404 LEA Fund	457	$ 19,352	$ 1,653	9%	Revenue anticipated in Q3/Q4
3406 First 5 Visiting Pub Hlth Nurse	401	$ 3	$ -	0%	Fund needs to be closed, grant is complete
3409 Automated Warrant System	216	$ 40,818	$ -	0%	Skewed by beginning fund balance
3411 Public Authority	501	$ 202,960	$ 68,583	34%	
3413 Sheriff - Civil Matters	216	$ 8,793	$ 744	8%	Skewed by beginning fund balance
3416 Revenue And Recovery	224	$ 116,297	$ 47,982	41%	
3417 Youthful Offender	224	$ 289,541	$ 41,813	14%	Skewed by beginning fund balance, state funds anticipated in Q3/Q4
3419 SSN Truncation-Recorder	109	$ 21,112	$ 2,519	12%	Skewed by beginning fund balance
3420 Hazardous Material Clean Up	304	$ 1,746	$ -	0%	Investigative accounting is needed to close this fund
3423 Sheriff Civil GC26746	216	$ 1,959	$ -	0%	Skewed by beginning fund balance
3424 Micro Assistance Loans	143	$ 510,808	$ 3	0%	Skewed by beginning fund balance
3425 Business Relief Program	143	$ 292,883	$ -	0%	Skewed by beginning fund balance
3426 CMSP Fund	401	$ 358	$ -	0%	Grant no longer available, remaining funds to be transferred
3427 Prop 56 Tobacco Tax	401	$ 255,989	$ -	0%	Revenue anticipated in Q3/Q4
3428 Pandemic Influenza State	401	$ 60,945	$ 37,633	62%	
3430 Library Private Donation	606	$ 369,436	$ -	0%	Skewed by beginning fund balance
3432 Community Correct AB109	224	$ 2,969,826	$ 451,248	15%	Skewed by beginning fund balance, state funds anticipated in Q3/Q4
3433 2011 Human Serv Realign	506	$ 3,038,685	$ 1,599,030	53%	
3434 Community Correct SB678	224	$ 695,041	$ 100,000	14%	Skewed by beginning fund balance, state funds anticipated in Q3/Q4
3435 2011 Behav Hlth Realignment	402	$ 1,050,620	$ -	0%	Revenue incorrectly deposited into Fund 3393, a correcting journal will be done to address this
3436 Cal-MMET Fund	216	$ 133,514	$ 56,254	42%	
3437 State Parole DA	212	$ 91,904	$ 14,681	16%	Skewed by beginning fund balance
3438 DJJ Realignment SB823	224	$ 250,000	$ 250,000	100%	Revenue received in Q1/Q2
3439 DEA Grant Fund	216	$ 156,802	$ 50,372	32%	
3440 Bailiff Fund	277	$ 275,300	$ 125,841	46%	
3443 Mental Health Triage Grant	506	$ -	$ 14,335		Revenue posted to incorrect fund, journal will be done to correct

Mariposa County Fiscal Year 21-22 Midyear REVENUE Variance Explanations

Fund	Department	Adjusted Budget	Year to Date Through 12.31.21	Percent Budget Utilization	Variance Explanation
3444 JAG Drug Task Force	224	$ 657,066	$ -	0%	Skewed by beginning fund balance, state funds anticipated in Q3/Q4
3445 OES/HSGP Fund	216	$ 199,026	$ -	0%	Revenue anticipated in Q3/Q4
3448 Tree Mortality	102	$ -	$ -		Investigative accounting is needed to close this fund
3449 Whole Person Care Fund	402	$ 202,683	$ -	0%	Grant is expired and closed.
3452 Emergency Planning Grant	216	$ 325,485	$ -	0%	Skewed by beginning fund balance, transfers will occur in Q3/Q4
3453 Tobacco Law Enforcement	216	$ 182,005	$ 32,487	18%	Revenue anticipated in Q3/Q4
3454 JBCT Fund	402	$ 537,632	$ 140,181	26%	Program is temporarily running low inmate numbers which generates more revenue & expense
3455 County Assessors' Grant	109	$ 625,923	$ -	0%	Skewed by beginning fund balance, transfers will occur in Q3/Q4
3457 CMSP Grant Fund	402	$ 68,999	$ 48,000	70%	
3459 Homeless Emergency Aid	402	$ -	$ 2,108		Revenue posted to incorrect fund, journal will be done to correct
3461 Homeless Housing - WPC	402	$ 720,472	$ -	0%	This was the beginning balance from the one-time funding. It was expected to be used for the St. Andrews housing project which did not materialize
3462 Public Safe Power Shutoff	216	$ 86,363	$ -	0%	Skewed by beginning fund balance
3463 AIDS/HIV Surveillance	401	$ 3,000	$ 3,000	100%	Revenue received in Q1/Q2
3464 CCS CA Children's Services	401	$ 113,937	$ 604	1%	Revenue anticipated in Q3/Q4
3465 Air Pollution Subvention	457	$ 82,867	$ 8,676	10%	Revenue anticipated in Q3/Q4
3466 CHDP Fund	401	$ 68,829	$ 3,379	5%	Revenue anticipated in Q3/Q4
3467 MCAH Fund	401	$ 106,980	$ 44,289	41%	
3468 IAP Fund	401	$ 590,985	$ 359,067	61%	
3469 CUPA Fund	457	$ 110,386	$ 10,652	10%	Revenue anticipated in Q3/Q4
3470 Cal-Fresh Healthy Living	401	$ 150,000	$ 42,498	28%	Revenue anticipated in Q3/Q4
3471 COHP Fund	401	$ 144,088	$ 69,456	48%	
3472 CLPPP Fund	401	$ 72,499	$ -	0%	Revenue anticipated in Q3/Q4
3474 CARB Fund	457	$ 209,077	$ 200,000	96%	Revenue received in Q1/Q2
3475 HCPCFC Fund	401	$ 35,552	$ 505	1%	Revenue anticipated in Q3/Q4
3478 SAFE Grant	401	$ 21,744	$ -	0%	Revenue anticipated in Q3/Q4
3481 Covid-19 CMSP	401	$ 9,289	$ 58,000	624%	Grant is closed, revenue received in FY21 that was anticipated in FY22
3483 IDP Fund	401	$ 21,635	$ 3,881	18%	Revenue anticipated in Q3/Q4
3484 CAP Incentives Fund	457	$ 129,930	$ -	0%	Revenue anticipated in Q3/Q4
3485 CAPP Fund	457	$ -	$ 75,224		New, unexpected revenue received on 11/23 for our prescribed burn grant. Midyear adjustments will increase budget to match activity.
3487 Cares Act	102	$ -	$ 1,670,741		Budget has not been created, pending discussion on plans for use
3488 Terra Count	249	$ 100,000	$ 10,088	10%	Revenue received on a reimbursement basis as tasks are completed
3489 SALC Program Fund	249	$ 257,921	$ -	0%	Revenue received on a reimbursement basis as tasks are completed
3490 ELC - Enhance Detection	401	$ 1,599,662	$ 545,220	34%	
3492 Targeted Case Management	402	$ 469,582	$ -	0%	There have been delays with DHCS claiming setup for this new program and claims payments. We have submitted claims through 12/31/21.
3493 Public Health Institute COVID Funding	401	$ 334,699	$ -	0%	New grant only approved by Board 11/2/21. The Gift cards, Mercedes Van, etc. have been purchased, and we will submit claims by 4/30/22
3494 Crisis Care Mobile Units	401	$ 300,000	$ -	0%	New grant only approved by Board 1/4/22. We have begun discussions to purchase 2 vehicles, recruit psychiatric nurse, etc, and we will submit claims as costs come in
3494 Crisis Care Mobile Units	402	$ 500,000	$ -	0%	Grant funds just awarded, anticipate funds in Q3/Q4

Mariposa County Fiscal Year 21-22 Midyear REVENUE Variance Explanations

Fund	Department	Adjusted Budget	Year to Date Through 12.31.21	Percent Budget Utilization	Variance Explanation
3495 California Equitable Recovery Unit	401	$ 472,836	$ -	0%	Grant funds just awarded, anticipate funds in Q3/Q4
3536 MHSA Fund - ASOC/CSOC	402	$ 3,143,772	$ 1,154,662	37%	
3537 MHSA - PEI	402	$ 473,564	$ 197,132	42%	
3539 MHSA Innovation	402	$ 118,389	$ 49,284	42%	
3601 Business Relief Grants 20-CDBG-CV-2-3-00074	143	$ 499,358	$ -	0%	Grant funds just awarded, anticipate funds in Q3/Q4
3602 USDA Grant Countywide Market Study	143	$ 40,000	$ -	0%	Grant funds just awarded, anticipate funds in Q3/Q4
4701 ERP Debt Service	102	$ 222,411	$ -	0%	Transfers will occur in Q3/Q4
4750 Health Building	107	$ 72,000	$ -	0%	Transfers will occur in Q3/Q4
4753 Yosemite West Bond 2004	108	$ 731,079	$ 6,823	1%	Skewed by beginning fund balance
4756 Don Pedro Bond 2006	108	$ 525,396	$ 44	0%	Skewed by beginning fund balance
4770 CSA 3 Fire Equipment	107	$ 461,581	$ -	0%	Transfers will occur in Q3/Q4
4771 Energy Project Debt	102	$ 2,838,826	$ -	0%	Energy Project financing has not been done yet
5501 Capital Improvement Fund	350	$ 2,070,085	$ -	0%	No reimbursement has yet been sought for roofing project
5502 Courthouse Construction	350	$ 348,838	$ 2,373	1%	Skewed by beginning fund balance
5503 MCCJF Construction	350	$ 109,848	$ 581	1%	Skewed by beginning fund balance
5507 PTMISEA Fund	307	$ 4,848	$ -	0%	Skewed by beginning fund balance
5511 STIP Fund	350	$ 953,895	$ -	0%	Revenue anticipated in Q3/Q4
5512 Caltrans Hwy Bridge Program	350	$ 3,523,821	$ 65,890	2%	Revenue anticipated in Q3/Q4
5513 Coulterville Drainage	350	$ 55,360	$ -	0%	Investigative accounting is needed to close this fund
5522 Bridge Prevent Maint Prgrm	350	$ 148,516	$ 6,168	4%	Skewed by beginning fund balance
5524 Disaster Capital Fund	350	$ -	$ -		Revenue received on a reimbursement basis as tasks are completed
5527 Mpsa Creek Prkwy Restore	249	$ 415,000	$ -	0%	Revenue received on a reimbursement basis as tasks are completed
5536 Downtown Revitalization	350	$ 6,040,735	$ -	0%	Revenue received on a reimbursement basis as tasks are completed
5537 Land Acquistions	102	$ 1,892	$ -	0%	Investigative accounting is needed to close this fund
5538 Energy Project CIP	350	$ 3,636,399	$ -	0%	Transfers will occur in Q3/Q4
5574 Water Storage Tanks	350	$ 446,437	$ -	0%	Skewed by beginning fund balance
5575 ERP Software Implementation	102	$ 513,780	$ -	0%	Skewed by beginning fund balance, transfers will occur in Q3/Q4
6600 Building	236	$ 1,452,711	$ 392,028	27%	Skewed by beginning fund balance, transfers will occur in Q3/Q4
6601 Solid Waste	404	$ 2,821,694	$ 906,856	32%	
6602 Solid Waste Closure	404	$ 1,800,777	$ -	0%	Skewed by beginning fund balance
6606 Transit	505	$ 492,469	$ 135,326	27%	Transfers will occur in Q3/Q4
6610 Airport	303	$ 126,043	$ 240,622	191%	Budget skewed by NEGATIVE beginning fund balance, new revenues are consistent with budget
6612 Airport Rehabilitation	303	$ 174,547	$ -	0%	Planning grant anticipated in Q3/Q4
6616 Plant Operations	408	$ 439,268	$ 63,410	14%	Interdepartmental services revenue transfers are not complete due to learning curve in new system
7700 Fleet Maintenance	170	$ 6,715,900	$ 51,728	1%	Skewed by beginning fund balance, and interdepartmental services transfers have not been posted
7705 General Insurance	100	$ 2,294,718	$ -	0%	Transfers will occur in Q3/Q4
7706 Workers Comp Fund	100	$ 1,302,429	$ -	0%	Transfers will occur in Q3/Q4
7707 General Liability Fund	100	$ 1,123,046	$ 15,541	1%	Transfers will occur in Q3/Q4

Mariposa County Fiscal Year 21-22 Midyear EXPENSE Variance Explanations

Fund	Department	Adjusted Budget	Year to Date Through	Percent Budget	Variance Explanation
1001 General Fund	100	12,628,250	3,298,372	26%	Transfers and reserve designation will occur in Q3/Q4
1001 General Fund	101	862,877	330,177	38%	
1001 General Fund	102	803,255	273,658	34%	
1001 General Fund	103	60,250	0	0%	Expenses incurred in Q3/Q4
1001 General Fund	105	3,200	0	0%	No assessment appeals filed this fiscal year to date
1001 General Fund	107	1,222,389	497,215	41%	
1001 General Fund	108	587,978	253,615	43%	
1001 General Fund	109	1,214,501	479,145	39%	
1001 General Fund	111	116,563	49,859	43%	
1001 General Fund	113	680,085	286,886	42%	
1001 General Fund	115	704,074	212,270	30%	
1001 General Fund	120	187,566	75,174	40%	
1001 General Fund	121	407,832	208,506	51%	
1001 General Fund	128	2,367,249	736,616	31%	
1001 General Fund	143	138,221	63,294	46%	
1001 General Fund	151	1,930,794	693,112	36%	
1001 General Fund	205	23,700	13,538	57%	
1001 General Fund	206	530,000	263,309	50%	
1001 General Fund	207	606,336	233,670	39%	
1001 General Fund	212	1,447,607	606,252	42%	
1001 General Fund	216	9,169,116	3,521,086	38%	
1001 General Fund	219	350,421	162,822	46%	
1001 General Fund	220	3,816,093	1,458,112	38%	
1001 General Fund	223	185,432	21,129	11%	Fewer court ordered juveniles detained
1001 General Fund	224	1,356,179	506,191	37%	
1001 General Fund	228	3,542,718	503,715	14%	CalFire contract payments, capital purchases, and county vehicle expense payments will be made in Q3/Q4
1001 General Fund	235	641,062	185,404	29%	One funded position has been vacant all year
1001 General Fund	249	1,721,912	625,868	36%	
1001 General Fund	250	264,310	107,512	41%	
1001 General Fund	289	0	5,920		COVID related overtime expenses charged to this account will be transferred back to home departments, resolving this variance
1001 General Fund	304	626,059	199,338	32%	
1001 General Fund	313	430,877	163,700	38%	
1001 General Fund	317	261,130	81,310	31%	
1001 General Fund	330	191,000	0	0%	Annual payment occurs in Q3/Q4
1001 General Fund	350	706,309	251,017	36%	
1001 General Fund	401	1,043,470	257,094	25%	Transfers occur in Q3/Q4
1001 General Fund	402	7,123,396	2,157,340	30%	
1001 General Fund	403	1,391,683	534,311	38%	
1001 General Fund	457	775,319	212,320	27%	Transfers occur in Q3/Q4
1001 General Fund	501	8,590,266	2,550,170	30%	
1001 General Fund	506	3,038,645	710,425	23%	Activity posted to AS400 not yet transferred to Oracle
1001 General Fund	507	7,081,574	2,920,622	41%	
1001 General Fund	510	35,909	19,342	54%	
1001 General Fund	528	6,826,956	1,496,206	22%	Transfers occur in Q3/Q4
1001 General Fund	606	671,137	308,203	46%	

Mariposa County Fiscal Year 21-22 Midyear EXPENSE Variance Explanations

Fund	Department	Adjusted Budget	Year to Date Through	Percent Budget	Variance Explanation
1001 General Fund	608	216,039	89,977	42%	
1001 General Fund	701	352,587	152,897	43%	
3031 Local Transportation Fund	307	460,665	0	0%	Transfers occur in Q3/Q4
3032 State Transit Assistance Fund	307	152,180	0	0%	Transfers occur in Q3/Q4
3033 Transportation Planning Fund	307	875,609	127,159	15%	The majority of this budget is meant for consultants and is generally not fully expended each year
3034 Pedestrian Bikeway Fund	307	176,775	0	0%	No program activity
3215 Victim Witness Fund	215	422,528	187,279	44%	
3300 Roads Fund	300	7,102,091	1,231,861	17%	Transfers and reserve designation will occur in Q3/Q4
3301 Fish And Game	101	18,189	0	0%	No program activity
3310 CSA 3 Fire Assessments	107	1,448,349	7,562	1%	This fund retains revenue collected from fire assessments for the future purchase of fire equipment and for capital improvements to fire stations
3311 CSA 1-Don Pedro Fire	107	114,564	78	0%	The fire protection contract expense is paid in Q4 (40%); the balance is a placeholder for future projects
3312 Water Agency	304	185,326	132	0%	No program activity
3313 Coulterville Lighting	304	61,228	2,194	4%	Minimal program activity
3314 Coulterville Service Area	408	172,313	39,024	23%	Transfers and reserve designation will occur in Q3/Q4, expenses incurred but not posted
3315 Don Pedro Equestrian Trails	304	42,785	289	1%	Minimal program activity
3316 Don Pedro Sewer	408	161,444	68,671	43%	
3317 Hornitos Lighting	304	42,850	389	1%	Minimal program activity
3318 Mariposa Lighting	304	567,414	7,139	1%	Minimal program activity
3319 Mariposa Parking	304	36,206	645	2%	Minimal program activity
3320 Mariposa Pines	408	173,588	11,658	7%	Transfers and reserve designation will occur in Q3/Q4
3321 Wawona Service Area	304	111,803	49,953	45%	
3322 Yosemite West Maint District	408	840,727	133,143	16%	Transfers and reserve designation will occur in Q3/Q4
3325 DA Asset Forfeiture	212	9,607	1,062	11%	DA is working to utilize money in these special revenue funds in accordance with funding requirements
3327 Sheriff Asset Forfeiture	216	20,428	0	0%	No program activity
3328 Comm Child Abuse Prevent	501	34,431	30,585	89%	Contractor reimbursed as requested, additional costs to come from Social Services budget
3329 SLESF Fund	216	169,800	0	0%	Transfers occur in Q3/Q4
3330 Housing Development Fund	111	755,793	0	0%	Grants recently awarded, no program activity yet
3331 First Time Homebuyer Loans	111	550,000	0	0%	Grants recently awarded, no program activity yet
3334 Community Energy Grants	402	532,866	177,119	33%	
3335 CSBG Fund	402	252,593	90,516	36%	
3336 TANF Fund	501	76,471	2,832	4%	Minimal program activity
3341 Senior Services Fund	519	448,046	177,158	40%	
3345 Forest Reserve	102	108,132	0	0%	Fund distribution process will be completed in Q4
3351 JJCPA Fund	224	178,255	472	0%	Transfers, Attendance Awards, and Scholarships will occur in Q3/Q4
3352 HUD Continuum of Care	402	71,298	29,741	42%	
3353 RCCP Fund	216	836,797	281,563	34%	
3358 DNA Identification Fund	216	43,243	2,934	7%	Minimal program activity
3360 Domestic Violence - Probation	224	533	0	0%	Will Process Payment in Q4 to Mountain Crisis
3361 County Inmate Welfare Fund	220	121,128	19,271	16%	Minimal program activity
3362 CalFRESH Overpay Incentives	506	19,521	0	0%	No program activity

Mariposa County Fiscal Year 21-22 Midyear EXPENSE Variance Explanations

Fund	Department	Adjusted Budget	Year to Date Through	Percent Budget	Variance Explanation
3363 Human Services Assist Trust	506	1,631,039	128,070	8%	Claims are behind due to the learning curve in extracting data from Oracle and creating transfers
3364 Cash Difference Tax Collector	108	1,908	0	0%	No program activity
3365 Department Of Justice-DA	212	8,538	0	0%	No program activity
3366 Probation Drug Program	224	7,449	0	0%	No program activity
3368 Human Services Admin Trust	506	7,461,041	852,339	11%	Claims are behind due to the learning curve in extracting data from Oracle and creating transfers
3369 Sund-Pelosso Advance	212	16,283	12,680	78%	Annual fees paid in Q1/Q2
3370 LAFCO Fund	249	89,153	17,434	20%	A Professional Services Agreement for Municipal Service Review, Sphere of Influence Update, and Change of Organization to expand the service area boundary for MPUD has been awarded. Work is ongoing, and funds will be spent as work is completed.
3371 Child Support Services Fund	207	605,336	0	0%	Transfers occur in Q3/Q4
3372 CalFRESH Overpay Collect	506	9,204	0	0%	No program activity
3376 Finger Print Identification	216	74,869	0	0%	No program activity
3378 Emergency Medical Service	401	124,504	0	0%	Transfers occur in Q3/Q4
3379 Recorders Modernization	109	109,974	0	0%	No program activity
3380 Drug & Alcohol Prevention	403	700	0	0%	Transfers occur in Q3/Q4 and are dependent on court fines
3382 Public Administrator	216	37,708	891	2%	Minimal program activity
3383 Welfare Trust-Social Services	501	3,062	0	0%	No program activity
3384 Alcohol Program Ment Hlth	403	800	0	0%	Transfers occur in Q3/Q4 and are dependent on court fines
3385 Tobacco Cessation-Health	401	264,461	56,588	21%	Remaining unused grant funds to be returned in Q3/Q4
3386 Recorder Cash Difference	109	2,587	979	38%	
3387 Criminal Lab H&S 11372.5	216	20,532	0	0%	No program activity
3389 Micro Conversion-Recorder	109	30,126	0	0%	No program activity
3390 Tax Collector's Cost	108	189,079	44,124	23%	Minimal program activity
3392 1991 Health Realignment	401	1,508,018	0	0%	Transfers occur in Q3/Q4
3393 1991 Ment Hlth Realignment	402	1,706,173	6,718	0%	Only one or two transfers are done per year according to need in Q3/Q4
3394 1991 Human Services Realign	506	7,228,706	1,120,548	16%	Claims are behind due to the learning curve in extracting data from Oracle and creating transfers
3399 Vitals - Recorder	109	60,415	0	0%	No program activity
3400 Vitals - Clerk	120	2,141	0	0%	No program activity
3401 STC Fund	224	34,563	4,003	12%	Expenses typically incurred in Q3/Q4 for training
3402 PHEP Fund	401	115,736	36,129	31%	
3404 LEA Fund	401	0	737		Expenses coded to incorrect department
3404 LEA Fund	457	19,352	2,311	12%	Transfers occur in Q3/Q4
3406 First 5 Visiting Pub Hlth Nurse	401	3	0	0%	Grant ended - remaining funds to be transferred to close out fund
3409 Automated Warrant System	216	40,818	0	0%	No program activity
3411 Public Authority	501	202,960	10,469	5%	Claims are behind due to the learning curve in extracting data from Oracle and creating transfers
3413 Sheriff - Civil Matters	216	8,793	0	0%	No program activity
3416 Revenue And Recovery	224	116,297	40,517	35%	
3417 Youthful Offender	224	289,541	8,160	3%	Transfers will occur in Q3/Q4, Vacant DPO position
3419 SSN Truncation-Recorder	109	21,112	0	0%	No program activity
3420 Hazardous Material Clean Up	304	1,746	0	0%	Investigative accounting needed to close fund
3423 Sheriff Civil GC26746	216	1,959	0	0%	No program activity
3424 Micro Assistance Loans	143	510,808	0	0%	No program activity

Mariposa County Fiscal Year 21-22 Midyear EXPENSE Variance Explanations

Fund	Department	Adjusted Budget	Year to Date Through	Percent Budget	Variance Explanation
3425 Business Relief Program	143	292,883	10,185	3%	Grants being distributed in Q3/Q4
3426 CMSP Fund	401	358	0	0%	Grant ended - remaining funds to be transferred to close out fund
3427 Prop 56 Tobacco Tax	401	255,989	55,284	22%	Remaining unused grant funds to be returned in Q3/Q4
3428 Pandemic Influenza State	401	60,945	17,341	28%	Transfers occur in Q3/Q4
3430 Library Private Donation	606	369,436	0	0%	No program activity
3432 Community Correct AB109	223	8,623	0	0%	Balancing adjustments did not zero out this budget as intended - corrections included in midyear adjustments
3432 Community Correct AB109	224	2,961,203	403,286	14%	Only ~30% of available funds are spent each year on average
3433 2011 Human Serv Realign	506	3,038,685	323,399	11%	Claims are behind due to the learning curve in extracting data from Oracle and creating transfers
3434 Community Correct SB678	224	695,041	111,422	16%	Only ~50% of available funds are spent each year on average
3435 2011 Behav Hlth Realignment	402	1,050,620	0	0%	Transfers occur in Q3/Q4
3436 Cal-MMET Fund	216	133,514	89,173	67%	
3437 State Parole DA	212	91,904	10,475	11%	DA is working to utilize money in these special revenue funds in accordance with funding requirements
3438 DJJ Realignment SB823	224	250,000	2,500	1%	Deferred until needed
3439 DEA Grant Fund	216	156,802	22,660	14%	Minimal program activity
3440 Bailiff Fund	277	275,300	167,568	61%	
3444 JAG Drug Task Force	224	657,066	3,643	1%	Only ~8% of available funds are spent each year on average
3445 OES/HSGP Fund	216	199,026	41,944	21%	Minimal program activity
3449 Whole Person Care Fund	402	202,683	52,211	26%	Grant is expired and closed.
3452 Emergency Planning Grant	216	325,485	99,592	31%	
3453 Tobacco Law Enforcement	216	182,005	66,667	37%	
3454 JBCT Fund	402	537,632	38,579	7%	Transfers occur in Q3/Q4
3455 County Assessors' Grant	109	625,923	71,752	11%	Payments will be spread over three years
3457 CMSP Grant Fund	402	68,999	50,822	74%	Grant expenses inccured primarily in Q1/Q2, and this grant is sunsetting
3461 Homeless Housing - WPC	402	720,472	0	0%	This was the beginning balance from the one-time funding. It was expected to be used for the St. Andrews housing project which did not materialize. Funds will be used when a new project is identified which meets the criteria for which the funds were given.
3462 Public Safe Power Shutoff	216	86,363	4,368	5%	Minimal program activity
3463 AIDS/HIV Surveillance	401	3,000	1,495	50%	
3464 CCS CA Children's Services	401	113,937	21,896	19%	Transfers occur in Q3/Q4
3465 Air Pollution Subvention	457	82,867	22,118	27%	Transfers occur in Q3/Q4
3466 CHDP Fund	401	68,829	21,463	31%	
3467 MCAH Fund	401	106,980	37,755	35%	
3468 IAP Fund	401	590,985	37,501	6%	Transfers occur in Q3/Q4
3469 CUPA Fund	457	110,386	52,549	48%	
3470 Cal-Fresh Healthy Living	401	150,000	59,729	40%	
3471 COHP Fund	401	144,088	74,682	52%	
3472 CLPPP Fund	401	72,499	18,884	26%	Transfers occur in Q3/Q4
3472 CLPPP Fund	457	0	126		Expenses incorrectly coded to this department, will be journaled to correct department in Q3/Q4
3474 CARB Fund	457	209,077	6,130	3%	Transfers occur in Q3/Q4
3475 HCPCFC Fund	401	35,552	6,445	18%	Transfers occur in Q3/Q4
3478 SAFE Grant	401	21,744	8,173	38%	

Mariposa County Fiscal Year 21-22 Midyear EXPENSE Variance Explanations

Fund	Department	Adjusted Budget	Year to Date Through	Percent Budget	Variance Explanation
3481 Covid-19 CMSP	401	9,289	0	0%	Grant is closed, final contractor invoice will be posted in FY2022, then fund will be closed
3482 Covid-19 CDHP/PHEP Fund	402	0	1,018		Expenses incorrectly coded to this department, will be journaled to correct department in Q3/Q4
3483 IDP Fund	401	21,635	7,540	35%	
3484 CAP Incentives Fund	457	129,930	6,383	5%	Transfers occur in Q3/Q4
3485 CAPP Fund	457	0	5,178		Expenses incorrectly coded to this department, will be journaled to correct department in Q3/Q4
3486 PBE Grant Fund	457	0	16,482		Expenses incorrectly coded to this department, will be journaled to correct department in Q3/Q4
3488 Terra Count	249	100,000	0	0%	The TerraCount project was delayed due to COVID and contractor work plan timeline adjustments. The grant term was extended by the Department of Conservation. Contractor is currently creating the Mariposa County TerraCount model. Activities are expected to increase for the remaining grant term to January 2023.
3489 SALC Program Fund	249	257,921	0	0%	SALC project was delayed due to COVID and delays in the related TerraCount project. The SALC project is linked to the TerraCount project modeling which will provide data for the SALC grant project to create the Agriculture and Working Landscape Conservation Plan. The SALC grant term was extended by the DOC. Activity is projected to increase for the remaining grant term until completion June 2023.
3490 ELC - Enhance Detection	401	1,599,662	40,588	3%	Changes to payroll account codes have not been entered by the Auditors. Variances will be resolved when those changes are made.
3490 ELC - Enhance Detection	402	0	25,441		Expenses incorrectly coded to this department, will be journaled to correct department in Q3/Q4
3492 Targeted Case Management	402	469,582	98,879	21%	This is a new grant in FY22. Changes to payroll account codes have not been entered by the Auditors. Variances will be resolved when those changes are made.
3493 Public Health Institute COVID Funding	401	334,699	25,852	8%	New grant approved by Board 11/2/21. The Gift cards, Mercedes Van, etc. have been purchased, and we will submit claims by 4/30/22.
3494 Crisis Care Mobile Units	401	300,000	0	0%	New grant approved by Board 12/21/21, no expenses incurred before 12/31/21
3494 Crisis Care Mobile Units	402	500,000	0	0%	New grant approved by Board 12/21/21, no expenses incurred before 12/31/21
3495 California Equitable Recovery Unit	401	472,836	0	0%	New grant approved by Board 12/21/21, no expenses incurred before 12/31/21
3536 MHSA Fund - ASOC/CSOC	402	3,143,772	672,812	21%	Changes to payroll account codes have not been entered by the Auditors. Variances will be resolved when those changes are made.
3537 MHSA - PEI	402	473,564	89,802	19%	Changes to payroll account codes have not been entered by the Auditors. Variances will be resolved when those changes are made.
3539 MHSA Innovation	402	118,389	0	0%	This fund requires a state authorized plan. We are participating in the state plan with a subcontract that was just approved by the Board on 11/9/21. The plan requires work to be done and invoiced by a contractor before expenses are paid.
3601 Business Relief Grants 20-CDBG-CV-2-3-00074	143	499,358	0	0%	Grants recently awarded, no program activity yet

Mariposa County Fiscal Year 21-22 Midyear EXPENSE Variance Explanations

Fund	Department	Adjusted Budget	Year to Date Through	Percent Budget	Variance Explanation
3602 USDA Grant Countywide Market Study	143	40,000	0	0%	Grants recently awarded, no program activity yet
4701 ERP Debt Service	102	222,411	222,444	100%	Funds transferred to CIP fund early to cover costs
4750 Health Building	107	72,000	24,000	33%	
4753 Yosemite West Bond 2004	108	731,079	6,518	1%	Reserve designation will occur in Q3/Q4
4756 Don Pedro Bond 2006	108	525,396	146,027	28%	Only ~40% of available funds are spent each year on average
4770 CSA 3 Fire Equipment	107	461,581	180,510	39%	
4771 Energy Project Debt	102	2,838,826	0	0%	Energy Project financing has not been done yet
5501 Capital Improvement Fund	350	2,070,085	32,032	2%	There is only one active project in this fund thus so far this year
5502 Courthouse Construction	350	348,838	0	0%	No program activity
5503 MCCJF Construction	350	109,848	0	0%	No program activity
5507 PTMISEA Fund	307	4,848	0	0%	No program activity
5511 STIP Fund	350	953,895	905,588	95%	STIP Triangle Road project completed in Q1/Q2
5512 Caltrans Hwy Bridge Program	350	3,523,821	2,198,617	62%	
5513 Coulterville Drainage	350	55,360	0	0%	Investigative accounting needed to close fund
5522 Bridge Prevent Maint Prgrm	350	148,516	38	0%	Minimal program activity
5527 Mpsa Creek Prkwy Restore	249	415,000	18,375	4%	When the current invasive species removal task is completed by March 2022, the county will be invoiced for the entire task, which will be a large portion of budgeted funds. Estimated completion remains summer 2024. Income and expense activities are expected to increase in alignment with the project's grant agreement with the Wildlife Conservation Board in 2023.
5536 Downtown Revitalization	350	6,040,735	87,520	1%	Project expenses incurred as tasks are completed - just getting started
5537 Land Acquistions	102	1,892	0	0%	Investigative accounting needed to close fund
5538 Energy Project CIP	350	3,636,399	1,167,660	32%	
5574 Water Storage Tanks	350	446,437	2,865	1%	Project expenses incurred as tasks are completed - just getting started
5575 ERP Software Implementation	102	513,780	526,282	102%	Implementation of ERP is fully paid - managed services expenses are reflected in the general fund
6600 Building	236	1,452,711	332,588	23%	Skewed by Contingency Designation
6601 Solid Waste	404	2,821,694	756,961	27%	Transfers and reserve designation will occur in Q3/Q4, expenses made but not posted in Oracle
6602 Solid Waste Closure	404	1,800,777	52	0%	No program activity
6606 Transit	505	492,469	145,161	29%	Expenses slightly less than anticipated due to COVID
6610 Airport	303	126,043	36,201	29%	Transfers done but not posted, expenses are actually at 52%
6612 Airport Rehabilitation	303	174,547	0	0%	No program activity
6616 Plant Operations	408	439,268	167,979	38%	
7700 Fleet Maintenance	170	6,715,900	464,651	7%	Transfers, reserve designation, and capital expenditures will be done in Q3/Q4
7705 General Insurance	100	2,294,718	360,926	16%	Group health for retiree premium payments are not posted
7706 Workers Comp Fund	100	1,302,429	393,826	30%	
7707 General Liability Fund	100	1,123,046	790,481	70%	Annual premium payments are paid in Q1

MIDYEAR BUDGET ADJUSTMENT REQUEST FISCAL YEAR 2021-2022

Fund	Department	Program	Account	Current Budget	Budget Adjustments	Proposed Budget	Notes and Explanations
1001 General Fund	100 General Purpose All Departm	MEM Measure M	41102 Transient Occupancy Tax	2,720,000	82,463	2,802,463	Higher than anticipated in budget
1001 General Fund	**100 General Purpose All Departr**	**MEM Measure M**	**Net Budget Adjustments**	2,400,158	**82,463**	2,482,621	
1001 General Fund	100 General Purpose All Departm	No Program	41102 Transient Occupancy Tax	14,283,096	412,318	14,695,414	Higher than anticipated in budget
1001 General Fund	100 General Purpose All Departm	No Program	49101 Transfer In - General	58,000	1,892	59,892	Transfer in to close out fund 5537
1001 General Fund	100 General Purpose All Departm	No Program	60307 Facilities Maintenance Services	0	5,567	5,567	To pay for mastication services along Creek Parkway
1001 General Fund	100 General Purpose All Departm	No Program	80111 Transfer Out - General	1,628,944	59,252	1,688,196	To 5501 for cattleguards and 5575 for cost overage
1001 General Fund	**100 General Purpose All Departr**	**No Program**	**Net Budget Adjustments**	30,848,884	**349,391**	31,198,275	
1001 General Fund	101 Board Of Supervisors	No Program	60111 Training and Seminars	16,000	(1,500)	14,500	Actual less than anticipated due to use of virtual events
1001 General Fund	101 Board Of Supervisors	No Program	60123 Mileage	3,000	(2,500)	500	No travel due to Covid-19
1001 General Fund	101 Board Of Supervisors	No Program	60213 Office Supplies	6,000	4,000	10,000	Unanticipated expenses with retirements and new supervisor needs
1001 General Fund	**101 Board Of Supervisors**	**No Program**	**Net Budget Adjustments**	(862,877)	**0**	(862,877)	
1001 General Fund	102 Administration	No Program	48101 Rent	32,982	(31,439)	1,543	Funds not needed
1001 General Fund	102 Administration	No Program	51111 Regular salaries and wages	488,318	16,428	504,746	Unfreeze PIO position
1001 General Fund	**102 Administration**	**No Program**	**Net Budget Adjustments**	(770,273)	**(47,867)**	(818,140)	
1001 General Fund	108 Treasurer/Tax Collector	No Program	49101 Transfer In - General	0	4,900	4,900	Transfer from 3390 to pay for additional expenses
1001 General Fund	108 Treasurer/Tax Collector	No Program	51111 Regular salaries and wages	242,675	16,376	259,051	Fund Account Tech I position, Change Account Clerk II to Account Tech I
1001 General Fund	108 Treasurer/Tax Collector	No Program	60212 Printing Expenses	18,500	2,500	21,000	Need more funds here
1001 General Fund	108 Treasurer/Tax Collector	No Program	60371 Bank Fees	550	2,400	2,950	Need more funds here
1001 General Fund	**108 Treasurer/Tax Collector**	**No Program**	**Net Budget Adjustments**	(365,054)	**(16,376)**	(381,430)	
1001 General Fund	120 County Clerk	No Program	51111 Regular salaries and wages	93,770	2,619	96,389	Move Elections Clerk from 70% to 100%
1001 General Fund	**120 County Clerk**	**No Program**	**Net Budget Adjustments**	(158,883)	**(2,619)**	(161,502)	
1001 General Fund	121 Elections	No Program	45063 State Grant Revenue - State	0	30,000	30,000	New grant from Voters Choice Act
1001 General Fund	121 Elections	No Program	45542 Elections/Reimbursements - State	61,200	18,075	79,275	Additional grant funds for recall election
1001 General Fund	121 Elections	No Program	60153 Special Departmental Supplies	120,000	18,075	138,075	Additional expenses associated with recall election
1001 General Fund	**121 Elections**	**No Program**	**Net Budget Adjustments**	(291,101)	**30,000**	(261,101)	
1001 General Fund	128 Facility Maintenance	No Program	51111 Regular salaries and wages	651,591	21,106	672,697	Unfreeze Custodian + Out of class pay
1001 General Fund	128 Facility Maintenance	No Program	60132 Maintenance - Buildings and Improvement	100,000	(11,300)	88,700	Decrease to offset Out of class
1001 General Fund	128 Facility Maintenance	No Program	60307 Facilities Maintenance Services	285,827	(285,827)	0	Unallocate for transfer out
1001 General Fund	128 Facility Maintenance	No Program	80111 Transfer Out - General	0	285,827	285,827	Transfer to fund 5501
1001 General Fund	**128 Facility Maintenance**	**No Program**	**Net Budget Adjustments**	(2,286,921)	**(9,806)**	(2,296,727)	
1001 General Fund	151 Technical Services	No Program	60111 Training and Seminars	12,000	2,500	14,500	To keep up with the fast pace of technological change
1001 General Fund	**151 Technical Services**	**No Program**	**Net Budget Adjustments**	(1,929,570)	**(2,500)**	(1,932,070)	
1001 General Fund	212 District Attorney	No Program	51111 Regular salaries and wages	796,590	9,260	805,850	DDA I/II change to DDA III, Senior Office Assistant Position move to Office Assistant I/II and fund position
1001 General Fund	212 District Attorney	No Program	60111 Training and Seminars	11,000	(2,211)	8,789	Budget cleanup
1001 General Fund	212 District Attorney	No Program	60121 Meals	0	264	264	Budget cleanup
1001 General Fund	212 District Attorney	No Program	60122 Lodging	0	983	983	Budget cleanup
1001 General Fund	212 District Attorney	No Program	60123 Mileage	2,000	582	2,582	Budget cleanup
1001 General Fund	212 District Attorney	No Program	60124 Transportation - Employee	0	418	418	Budget cleanup
1001 General Fund	212 District Attorney	No Program	60181 Medical and Laboratory Expenses	11,000	(2,000)	9,000	Budget cleanup
1001 General Fund	212 District Attorney	No Program	60201 Miscellaneous Expense	0	964	964	Budget cleanup
1001 General Fund	212 District Attorney	No Program	60213 Office Supplies	10,000	(28)	9,972	Budget cleanup
1001 General Fund	212 District Attorney	No Program	60214 Postage	0	28	28	Budget cleanup
1001 General Fund	212 District Attorney	No Program	60216 Storage - File, Furniture, and Equipment	6,000	(2,000)	4,000	Budget cleanup
1001 General Fund	212 District Attorney	No Program	60301 General Professional Services	26,000	7,000	33,000	Drastic increase in expenditures due to trial experts and covering outside counsel costs
1001 General Fund	212 District Attorney	No Program	60411 Telephone and Internet	4,200	2,000	6,200	More phones due to compliance and security concerns
1001 General Fund	212 District Attorney	No Program	60441 Fuel	3,000	1,000	4,000	Budget cleanup
1001 General Fund	**212 District Attorney**	**No Program**	**Net Budget Adjustments**	(1,247,046)	**(16,260)**	(1,263,306)	

Attachment: FY22 Midyear Change Requests (RES-2022-175 : Approve Mid-Year Adjustments 2020-21)

MIDYEAR BUDGET ADJUSTMENT REQUEST FISCAL YEAR 2021-2022

Fund	Department	Program	Account	Current Budget	Budget Adjustments	Proposed Budget	Notes and Explanations
1001 General Fund	216 Sheriff	No Program	51111 Regular salaries and wages	2,208,359	8,532	2,216,891	Less Overtime anticipated (-$20K) + Fund 2 Deputies effective 5/1
1001 General Fund	216 Sheriff	No Program	80111 Transfer Out - General	0	20,000	20,000	Transfer to fund 3436 to cover anticipated overage in Overtime
1001 General Fund	**216 Sheriff**	**No Program**	**Net Budget Adjustments**	(6,293,208)	**(28,532)**	(6,321,740)	
1001 General Fund	220 Adult Detention	No Program	49101 Transfer In - General	173,650	25,000	198,650	Inmate medical expense support, transfer from 3432
1001 General Fund	220 Adult Detention	No Program	51111 Regular salaries and wages	1,482,524	(734)	1,481,790	Less Overtime anticipated (-$15K) + Fund 1 Custodial Deputy effective 5/1
1001 General Fund	220 Adult Detention	No Program	60132 Maintenance - Buildings and Improvement	80,000	139,655	219,655	Building maintenance required to be in compliance with BSCC, funded by revenue received for housing inmates on behalf of the state during Covid in FY21
1001 General Fund	220 Adult Detention	No Program	80111 Transfer Out - General	0	15,000	15,000	Transfer to fund 3440 to cover overage in Overtime
1001 General Fund	**220 Adult Detention**	**No Program**	**Net Budget Adjustments**	(3,623,198)	**(128,921)**	(3,752,119)	
1001 General Fund	224 Probation	No Program	51111 Regular salaries and wages	646,250	13,435	659,685	Unfreeze Deputy Probation Officer I
1001 General Fund	**224 Probation**	**No Program**	**Net Budget Adjustments**	(1,262,060)	**(13,435)**	(1,275,495)	
1001 General Fund	228 Fire	No Program	51111 Regular salaries and wages	138,729	70,000	208,729	Additional crew: 4 days a week 8 hr days, 2 person crew
1001 General Fund	228 Fire	No Program	60623 Fire Equipment Replacement	520,411	(275,064)	245,347	To change account from which funds should be spent
1001 General Fund	228 Fire	No Program	70421 Heavy Equipment Vehicles	0	275,064	275,064	To change account from which funds should be spent
1001 General Fund	**228 Fire**	**No Program**	**Net Budget Adjustments**	(1,609,413)	**(70,000)**	(1,679,413)	
1001 General Fund	235 Agricultural Commissioner	No Program	51111 Regular salaries and wages	281,677	(55,000)	226,677	Vacant position
1001 General Fund	235 Agricultural Commissioner	No Program	60153 Special Departmental Supplies	26,000	25,000	51,000	Yellow Star Thistle program and noxious weed treatment begins in spring.
1001 General Fund	235 Agricultural Commissioner	No Program	60621 County Vehicle Expense	16,696	30,000	46,696	Was not budgeted, correcting the error
1001 General Fund	**235 Agricultural Commissioner**	**No Program**	**Net Budget Adjustments**	(286,310)	**0**	(286,310)	
1001 General Fund	304 Public Works Administration	No Program	51111 Regular salaries and wages	309,003	11,000	320,003	Allocate for unbudgeted Extra Help
1001 General Fund	304 Public Works Administration	No Program	60431 Software	26,500	(11,000)	15,500	Decrease to offset Extra Help
1001 General Fund	**304 Public Works Administratior**	**No Program**	**Net Budget Adjustments**	(387,172)	**0**	(387,172)	
1001 General Fund	401 Health Division	No Program	49101 Transfer In - General	1,129,225	(105,836)	1,023,389	From funds 3471, 3464, and 3470
1001 General Fund	401 Health Division	No Program	60191 Memberships	4,496	4,647	9,143	
1001 General Fund	**401 Health Division**	**No Program**	**Net Budget Adjustments**	87,113	**(110,483)**	(23,370)	
1001 General Fund	402 Behavioral Health	No Program	60111 Training and Seminars	0	26,000	26,000	
1001 General Fund	402 Behavioral Health	No Program	60124 Transportation - Employee	0	500	500	
1001 General Fund	402 Behavioral Health	No Program	60191 Memberships	4,500	13,319	17,819	
1001 General Fund	402 Behavioral Health	No Program	60301 General Professional Services	625,000	(417,819)	207,181	
1001 General Fund	402 Behavioral Health	No Program	60431 Software	70,506	142,000	212,506	
1001 General Fund	402 Behavioral Health	No Program	60519 Client - Contracted Program Costs	86,852	194,000	280,852	
1001 General Fund	402 Behavioral Health	No Program	60542 Client - Board and Care	38,955	42,000	80,955	
1001 General Fund	**402 Behavioral Health**	**No Program**	**Net Budget Adjustments**	4,940	**0**	4,940	
1001 General Fund	403 Alcohol And Drug	No Program	51111 Regular salaries and wages	378,391	(57,225)	321,166	
1001 General Fund	403 Alcohol And Drug	No Program	60111 Training and Seminars	1,000	1,600	2,600	
1001 General Fund	403 Alcohol And Drug	No Program	60153 Special Departmental Supplies	345	3,798	4,143	
1001 General Fund	403 Alcohol And Drug	No Program	60301 General Professional Services	239,773	(219,773)	20,000	
1001 General Fund	403 Alcohol And Drug	No Program	60431 Software	12,385	28,000	40,385	
1001 General Fund	403 Alcohol And Drug	No Program	60519 Client - Contracted Program Costs	97,629	80,000	177,629	
1001 General Fund	403 Alcohol And Drug	No Program	60541 Client - Medical Professionals	0	34,000	34,000	
1001 General Fund	403 Alcohol And Drug	No Program	60543 Client - Treatment Facilities	0	129,600	129,600	
1001 General Fund	**403 Alcohol And Drug**	**No Program**	**Net Budget Adjustments**		**0**		
1001 General Fund	457 Environmental Health	No Program	51111 Regular salaries and wages	443,599	(22,000)	421,599	
1001 General Fund	457 Environmental Health	No Program	60301 General Professional Services	0	22,000	22,000	
1001 General Fund	**457 Environmental Health**	**No Program**	**Net Budget Adjustments**	(487,807)	**0**	(487,807)	
1001 General Fund	507 Human Services Administrati	No Program	60153 Special Departmental Supplies	180,940	(25,000)	155,940	
1001 General Fund	507 Human Services Administrati	No Program	70111 Community and Office Buildings	75,000	(75,000)	0	

MIDYEAR BUDGET ADJUSTMENT REQUEST FISCAL YEAR 2021-2022

Fund	Department	Program	Account	Current Budget	Budget Adjustments	Proposed Budget	Notes and Explanations
1001 General Fund	507 Human Services Administrati	No Program	70411 Staff Vehicles	100,000	100,000	200,000	
1001 General Fund	**507 Human Services Administrat**	**No Program**	**Net Budget Adjustments**	1,800	**0**	1,800	
1001 General Fund	510 Veterans Services	No Program	60392 Rents and Leases - Buildings	0	3,250	3,250	
1001 General Fund	510 Veterans Services	No Program	60414 Electricity	0	500	500	
1001 General Fund	**510 Veterans Services**	**No Program**	**Net Budget Adjustments**	(15,546)	**(3,750)**	(19,296)	
1001 General Fund	606 Library	No Program	51111 Regular salaries and wages	213,007	11,305	224,312	Unfreeze Senior Library Assistant
1001 General Fund	**606 Library**	**No Program**	**Net Budget Adjustments**	(614,462)	**(11,305)**	(625,767)	
GENERAL FUND TOTAL ADJUSTMENTS					**0**		
3215 Victim Witness Fund	215 Victim Witness	MVW Mariposa \	60111 Training and Seminars	23,335	(3,735)	19,600	Budget cleanup
3215 Victim Witness Fund	215 Victim Witness	MVW Mariposa \	60122 Lodging	0	1,627	1,627	Budget cleanup
3215 Victim Witness Fund	215 Victim Witness	MVW Mariposa \	60191 Memberships	400	25	425	Budget cleanup
3215 Victim Witness Fund	215 Victim Witness	MVW Mariposa \	60201 Miscellaneous Expense	8,830	104	8,934	Budget cleanup
3215 Victim Witness Fund	215 Victim Witness	MVW Mariposa \	60213 Office Supplies	33,834	(2,952)	30,882	Budget cleanup
3215 Victim Witness Fund	215 Victim Witness	MVW Mariposa \	60392 Rents and Leases - Buildings	6,299	301	6,600	Budget cleanup
3215 Victim Witness Fund	215 Victim Witness	MVW Mariposa \	60411 Telephone and Internet	4,200	(2,000)	2,200	Budget cleanup
3215 Victim Witness Fund	215 Victim Witness	MVW Mariposa \	60431 Software	2,200	(2,200)	0	Budget cleanup
3215 Victim Witness Fund	215 Victim Witness	MVW Mariposa \	60514 Client - Animal Caretaking	0	5,850	5,850	Budget cleanup
3215 Victim Witness Fund	215 Victim Witness	MVW Mariposa \	60524 Client - Food	0	494	494	Budget cleanup
3215 Victim Witness Fund	215 Victim Witness	MVW Mariposa \	60553 Client - Travel Transport	0	1,614	1,614	Budget cleanup
3215 Victim Witness Fund	**215 Victim Witness**	**MVW Mariposa**	**Net Budget Adjustments**	(272,391)	**872**	(271,519)	
3215 Victim Witness Fund	215 Victim Witness	MXC Mariposa C	46111 County Victim Services - Federal	0	538	538	Budget cleanup
3215 Victim Witness Fund	215 Victim Witness	MXC Mariposa C	60111 Training and Seminars	2,556	(2,556)	0	Budget cleanup
3215 Victim Witness Fund	215 Victim Witness	MXC Mariposa C	60122 Lodging	0	3,150	3,150	Budget cleanup
3215 Victim Witness Fund	215 Victim Witness	MXC Mariposa C	60123 Mileage	1,790	(1,790)	0	Budget cleanup
3215 Victim Witness Fund	215 Victim Witness	MXC Mariposa C	60213 Office Supplies	4,280	(2,306)	1,974	Budget cleanup
3215 Victim Witness Fund	215 Victim Witness	MXC Mariposa C	60514 Client - Animal Caretaking	12,000	3,239	15,239	Budget cleanup
3215 Victim Witness Fund	215 Victim Witness	MXC Mariposa C	60522 Client - Emergency Support	0	1,673	1,673	Budget cleanup
3215 Victim Witness Fund	**215 Victim Witness**	**MXC Mariposa C**	**Net Budget Adjustments**	(150,137)	**(872)**	(151,009)	
3215 Victim Witness Fund	**215 Victim Witness**	**No Program**	**Net Budget Adjustments**	422,528	**0**	422,528	
3325 DA Asset Forfeiture	212 District Attorney	No Program	60201 Miscellaneous Expense	6,897	(1,989)	4,908	Budget cleanup
3325 DA Asset Forfeiture	212 District Attorney	No Program	60421 Equipment	0	1,989	1,989	Budget cleanup
3325 DA Asset Forfeiture	**212 District Attorney**	**No Program**	**Net Budget Adjustments**		**0**		
3335 CSBG Fund	402 Behavioral Health	No Program	48207 CSBG/CALA/MPSA Miscellaneous Revenue	272,510	500,000	772,510	
3335 CSBG Fund	402 Behavioral Health	No Program	60301 General Professional Services	29,150	(10,000)	19,150	
3335 CSBG Fund	402 Behavioral Health	No Program	60519 Client - Contracted Program Costs	0	500,000	500,000	
3335 CSBG Fund	402 Behavioral Health	No Program	60533 Client - Utilities	0	10,000	10,000	
3335 CSBG Fund	**402 Behavioral Health**	**No Program**	**Net Budget Adjustments**		**0**		
3345 Forest Reserve	102 Administration	No Program	44201 Interest From Investments	600	(600)	0	Moving Forest Reserve Fund to Fire
3345 Forest Reserve	102 Administration	No Program	46071 Forest Reserve - Federal	37,654	(37,654)	0	Moving Forest Reserve Fund to Fire
3345 Forest Reserve	102 Administration	No Program	49999 Beginning Fund Balance	69,878	(69,878)	0	Moving Forest Reserve Fund to Fire
3345 Forest Reserve	102 Administration	No Program	60301 General Professional Services	108,132	(108,132)	0	Moving Forest Reserve Fund to Fire
3345 Forest Reserve	**102 Administration**	**No Program**	**Net Budget Adjustments**		**0**		
3345 Forest Reserve	228 Fire	No Program	44201 Interest From Investments	0	600	600	Moving Forest Reserve Fund to Fire
3345 Forest Reserve	228 Fire	No Program	46071 Forest Reserve - Federal	0	37,654	37,654	Moving Forest Reserve Fund to Fire
3345 Forest Reserve	228 Fire	No Program	49999 Beginning Fund Balance	0	69,878	69,878	Moving Forest Reserve Fund to Fire
3345 Forest Reserve	228 Fire	No Program	60301 General Professional Services	0	108,132	108,132	Moving Forest Reserve Fund to Fire
3345 Forest Reserve	**228 Fire**	**No Program**	**Net Budget Adjustments**		**0**		
3385 Tobacco Cessation-Healt	401 Health Division	No Program	51111 Regular salaries and wages	72,108	(16,892)	55,216	
3385 Tobacco Cessation-Healt	401 Health Division	No Program	60111 Training and Seminars	1,845	(1,670)	175	
3385 Tobacco Cessation-Healt	401 Health Division	No Program	60191 Memberships	408	(158)	250	
3385 Tobacco Cessation-Healt	401 Health Division	No Program	60201 Miscellaneous Expense	104,565	11,768	116,333	

MIDYEAR BUDGET ADJUSTMENT REQUEST FISCAL YEAR 2021-2022

Fund	Department	Program	Account	Current Budget	Budget Adjustments	Proposed Budget	Notes and Explanations
3385 Tobacco Cessation-Healt	401 Health Division	No Program	60211 Copy Machine Expense	0	248	248	
3385 Tobacco Cessation-Healt	401 Health Division	No Program	60213 Office Supplies	854	394	1,248	
3385 Tobacco Cessation-Healt	401 Health Division	No Program	60301 General Professional Services	11,168	(248)	10,920	
3385 Tobacco Cessation-Healt	401 Health Division	No Program	60392 Rents and Leases - Buildings	0	1,500	1,500	
3385 Tobacco Cessation-Healt	401 Health Division	No Program	60411 Telephone and Internet	0	59	59	
3385 Tobacco Cessation-Healt	401 Health Division	No Program	60508 Client - Community Education and Engager	8,187	4,999	13,186	
3385 Tobacco Cessation-Healt	**401 Health Division**	**No Program**	**Net Budget Adjustments**		**0**		
3390 Tax Collector's Cost	108 Treasurer/Tax Collector	No Program	60201 Miscellaneous Expense	124,029	(4,900)	119,129	To balance fund
3390 Tax Collector's Cost	108 Treasurer/Tax Collector	No Program	80111 Transfer Out - General	0	4,900	4,900	Transfer to 1001-108
3390 Tax Collector's Cost	**108 Treasurer/Tax Collector**	**No Program**	**Net Budget Adjustments**		**0**		
3392 1991 Health Realignment	401 Health Division	No Program	60201 Miscellaneous Expense	622,767	110,118	740,967	
3392 1991 Health Realignment	401 Health Division	No Program	80111 Transfer Out - General	885,251	(110,118)	767,051	To 1001-401
3392 1991 Health Realignmen	**401 Health Division**	**No Program**	**Net Budget Adjustments**		**0**		
3402 PHEP Fund	401 Health Division	No Program	45135 Public Health Emergency - State	159,625	27,046	186,671	
3402 PHEP Fund	401 Health Division	No Program	51111 Regular salaries and wages	60,997	(1,479)	59,518	
3402 PHEP Fund	401 Health Division	No Program	60111 Training and Seminars	4,549	4,965	9,514	
3402 PHEP Fund	401 Health Division	No Program	60211 Copy Machine Expense	1,110	(356)	754	
3402 PHEP Fund	401 Health Division	No Program	60213 Office Supplies	1,864	(754)	1,110	
3402 PHEP Fund	401 Health Division	No Program	60411 Telephone and Internet	1,800	1,490	3,290	
3402 PHEP Fund	401 Health Division	No Program	60421 Equipment	0	23,180	23,180	
3402 PHEP Fund	**401 Health Division**	**No Program**	**Net Budget Adjustments**	43	**0**	43	
3404 LEA Fund	457 Environmental Health	No Program	45123 LEA - Health - State	16,530	(31)	16,499	
3404 LEA Fund	457 Environmental Health	No Program	60201 Miscellaneous Expense	2,822	(31)	2,791	
3404 LEA Fund	**457 Environmental Health**	**No Program**	**Net Budget Adjustments**		**0**		
3406 First 5 Visiting Pub Hlth N	401 Health Division	No Program	60201 Miscellaneous Expense	3	(3)	0	
3406 First 5 Visiting Pub Hlth N	401 Health Division	No Program	80111 Transfer Out - General	0	3	3	Transfer to 1001 to close fund
3406 First 5 Visiting Pub Hlth N	**401 Health Division**	**No Program**	**Net Budget Adjustments**		**0**		
3426 CMSP Fund	401 Health Division	No Program	60201 Miscellaneous Expense	358	(358)	0	
3426 CMSP Fund	401 Health Division	No Program	80111 Transfer Out - General	0	358	358	Transfer to 1001 to close fund
3426 CMSP Fund	**401 Health Division**	**No Program**	**Net Budget Adjustments**		**0**		
3427 Prop 56 Tobacco Tax	401 Health Division	No Program	51111 Regular salaries and wages	72,108	(13,598)	58,510	
3427 Prop 56 Tobacco Tax	401 Health Division	No Program	60111 Training and Seminars	1,845	(1,670)	175	
3427 Prop 56 Tobacco Tax	401 Health Division	No Program	60191 Memberships	408	(158)	250	
3427 Prop 56 Tobacco Tax	401 Health Division	No Program	60201 Miscellaneous Expense	107,030	8,227	115,257	
3427 Prop 56 Tobacco Tax	401 Health Division	No Program	60211 Copy Machine Expense	0	248	248	
3427 Prop 56 Tobacco Tax	401 Health Division	No Program	60213 Office Supplies	855	393	1,248	
3427 Prop 56 Tobacco Tax	401 Health Division	No Program	60392 Rents and Leases - Buildings	0	1,500	1,500	
3427 Prop 56 Tobacco Tax	401 Health Division	No Program	60411 Telephone and Internet	0	59	59	
3427 Prop 56 Tobacco Tax	401 Health Division	No Program	60508 Client - Community Education and Engager	8,187	4,999	13,186	
3427 Prop 56 Tobacco Tax	**401 Health Division**	**No Program**	**Net Budget Adjustments**		**0**		
3432 Community Correct AB10	223 Juvenile Detention	No Program	51111 Regular salaries and wages	1,145	(1,145)	0	
3432 Community Correct AB10	223 Juvenile Detention	No Program	52101 Retirement - Employer	149	(149)	0	
3432 Community Correct AB10	223 Juvenile Detention	No Program	52201 Medical - Active Employees	6,960	(6,960)	0	
3432 Community Correct AB10	223 Juvenile Detention	No Program	52202 Dental - Active Employees	476	(476)	0	
3432 Community Correct AB10	223 Juvenile Detention	No Program	52203 Vision - Active Employees	66	(66)	0	
3432 Community Correct AB10	223 Juvenile Detention	No Program	52208 Medical Insurance Administrative Fee	13	(13)	0	
3432 Community Correct AB10	223 Juvenile Detention	No Program	52301 Social Security Total	(176)	176	0	
3432 Community Correct AB10	223 Juvenile Detention	No Program	52302 Medicare Total	(38)	38	0	
3432 Community Correct AB10	223 Juvenile Detention	No Program	52303 SDI Total	28	(28)	0	
3432 Community Correct AB1(	**223 Juvenile Detention**	**No Program**	**Net Budget Adjustments**	(8,623)	**8,623**		
3432 Community Correct AB10	224 Probation	No Program	60181 Medical and Laboratory Expenses	110,000	(25,000)	85,000	
3432 Community Correct AB10	224 Probation	No Program	60201 Miscellaneous Expense	245,931	8,623	254,554	

Attachment: FY22 Midyear Change Requests (RES-2022-175 : Approve Mid-Year Adjustments 2020-21)

MIDYEAR BUDGET ADJUSTMENT REQUEST FISCAL YEAR 2021-2022

Fund	Department	Program	Account	Current Budget	Budget Adjustments	Proposed Budget	Notes and Explanations
3432 Community Correct AB10	224 Probation	No Program	80111 Transfer Out - General	413,500	25,000	438,500	Transfer to 1001-220
3432 Community Correct AB1(	**224 Probation**	**No Program**	**Net Budget Adjustments**	11,873	**(8,623)**	3,250	
3436 Cal-MMET Fund	216 Sheriff	No Program	49101 Transfer In - General	0	20,000	20,000	From 1001-216 to cover additional Overtime
3436 Cal-MMET Fund	216 Sheriff	No Program	51111 Regular salaries and wages	75,348	20,000	95,348	
3436 Cal-MMET Fund	**216 Sheriff**	**No Program**	**Net Budget Adjustments**	363	**0**	363	
3440 Bailiff Fund	277 Bailiff	No Program	49101 Transfer In - General	29,765	15,000	44,765	From 1001-220 to cover additional Overtime
3440 Bailiff Fund	277 Bailiff	No Program	51111 Regular salaries and wages	75,348	15,000	90,348	
3440 Bailiff Fund	**277 Bailiff**	**No Program**	**Net Budget Adjustments**	2,090	**0**	2,090	
3454 JBCT Fund	402 Behavioral Health	No Program	60201 Miscellaneous Expense	187,008	(50,000)	137,008	
3454 JBCT Fund	402 Behavioral Health	No Program	60431 Software	0	50,000	50,000	
3454 JBCT Fund	**402 Behavioral Health**	**No Program**	**Net Budget Adjustments**		**0**		
3464 CCS CA Children's Service	401 Health Division	No Program	45134 CCS - State	126,653	19,333	145,986	
3464 CCS CA Children's Service	401 Health Division	No Program	51111 Regular salaries and wages	50,890	15,894	66,784	
3464 CCS CA Children's Service	401 Health Division	No Program	60211 Copy Machine Expense	700	(336)	364	
3464 CCS CA Children's Service	401 Health Division	No Program	60213 Office Supplies	1,395	(410)	985	
3464 CCS CA Children's Service	401 Health Division	No Program	60411 Telephone and Internet	493	(293)	200	
3464 CCS CA Children's Service	401 Health Division	No Program	80111 Transfer Out - General	17,202	4,478	21,680	To 1001-401
3464 CCS CA Children's Service	**401 Health Division**	**No Program**	**Net Budget Adjustments**		**0**		
3470 Cal-Fresh Healthy Living	401 Health Division	No Program	51111 Regular salaries and wages	77,384	3,505	80,889	
3470 Cal-Fresh Healthy Living	401 Health Division	No Program	60111 Training and Seminars	1,330	1,702	3,032	
3470 Cal-Fresh Healthy Living	401 Health Division	No Program	60211 Copy Machine Expense	1,360	(756)	604	
3470 Cal-Fresh Healthy Living	401 Health Division	No Program	60213 Office Supplies	1,163	(394)	769	
3470 Cal-Fresh Healthy Living	401 Health Division	No Program	60508 Client - Community Education and Engager	7,170	(4,972)	2,198	
3470 Cal-Fresh Healthy Living	401 Health Division	No Program	80111 Transfer Out - General	27,686	915	28,601	To 1001-401
3470 Cal-Fresh Healthy Living	**401 Health Division**	**No Program**	**Net Budget Adjustments**		**0**		
3471 COHP Fund	401 Health Division	No Program	45112 COHP - State	184,130	71,045	255,175	
3471 COHP Fund	401 Health Division	No Program	51111 Regular salaries and wages	26,950	21,215	48,165	
3471 COHP Fund	401 Health Division	No Program	60201 Miscellaneous Expense	0	4,301	4,301	
3471 COHP Fund	401 Health Division	No Program	60213 Office Supplies	4,096	(568)	3,528	
3471 COHP Fund	401 Health Division	No Program	60392 Rents and Leases - Buildings	0	800	800	
3471 COHP Fund	401 Health Division	No Program	60508 Client - Community Education and Engager	10,346	38,687	49,033	
3471 COHP Fund	401 Health Division	No Program	80111 Transfer Out - General	24,418	6,610	31,028	To 1001-401
3471 COHP Fund	**401 Health Division**	**No Program**	**Net Budget Adjustments**	876	**0**	876	
3473 Woodsmoke Reduction	457 Environmental Health	No Program	49101 Transfer In - General	0	8,082	8,082	From 3392-401
3473 Woodsmoke Reduction	457 Environmental Health	No Program	60201 Miscellaneous Expense	0	8,082	8,082	
3473 Woodsmoke Reduction	**457 Environmental Health**	**No Program**	**Net Budget Adjustments**		**0**		
3474 CARB Fund	457 Environmental Health	No Program	51111 Regular salaries and wages	0	7,023	7,023	
3474 CARB Fund	457 Environmental Health	No Program	60201 Miscellaneous Expense	209,077	(7,023)	202,054	
3474 CARB Fund	**457 Environmental Health**	**No Program**	**Net Budget Adjustments**		**0**		
3484 CAP Incentives Fund	457 Environmental Health	No Program	51111 Regular salaries and wages	0	9,010	9,010	
3484 CAP Incentives Fund	457 Environmental Health	No Program	60201 Miscellaneous Expense	129,930	(9,010)	120,920	
3484 CAP Incentives Fund	**457 Environmental Health**	**No Program**	**Net Budget Adjustments**		**0**		
3485 CAPP Fund	457 Environmental Health	No Program	45132 CAPP - State	9,559	75,224	84,783	
3485 CAPP Fund	457 Environmental Health	No Program	60201 Miscellaneous Expense	0	75,224	75,224	
3485 CAPP Fund	**457 Environmental Health**	**No Program**	**Net Budget Adjustments**		**0**		
3486 PBE Grant Fund	457 Environmental Health	No Program	45133 PBE - State	2,824	46,616	49,440	
3486 PBE Grant Fund	457 Environmental Health	No Program	51111 Regular salaries and wages	0	16,482	16,482	
3486 PBE Grant Fund	457 Environmental Health	No Program	60201 Miscellaneous Expense	0	17,842	17,842	
3486 PBE Grant Fund	457 Environmental Health	No Program	60421 Equipment	0	12,292	12,292	
3486 PBE Grant Fund	**457 Environmental Health**	**No Program**	**Net Budget Adjustments**		**0**		
3492 Targeted Case Managem	402 Behavioral Health	No Program	46085 Targeted Case Management Program	517,693	56,200	573,893	
3492 Targeted Case Managem	402 Behavioral Health	No Program	60411 Telephone and Internet	0	1,200	1,200	

Attachment: FY22 Midyear Change Requests (RES-2022-175 : Approve Mid-Year Adjustments 2020-21)

MIDYEAR BUDGET ADJUSTMENT REQUEST FISCAL YEAR 2021-2022

Fund	Department	Program	Account	Current Budget	Budget Adjustments	Proposed Budget	Notes and Explanations
3492 Targeted Case Managem	402 Behavioral Health	No Program	60431 Software	0	50,000	50,000	
3492 Targeted Case Managem	402 Behavioral Health	No Program	60517 Client - Incentives	0	5,000	5,000	
3492 Targeted Case Managem	**402 Behavioral Health**	**No Program**	**Net Budget Adjustments**		**0**		
3493 Public Health Institute CC	401 Health Division	No Program	51111 Regular salaries and wages	15,883	52,130	68,013	
3493 Public Health Institute CC	401 Health Division	No Program	60517 Client - Incentives	100,000	(52,130)	47,870	
3493 Public Health Institute C	**401 Health Division**	**No Program**	**Net Budget Adjustments**		**0**		
3536 MHSA Fund - ASOC/CSOC	402 Behavioral Health	No Program	60301 General Professional Services	69,384	(69,384)	0	
3536 MHSA Fund - ASOC/CSOC	402 Behavioral Health	No Program	60431 Software	34,500	64,384	98,884	
3536 MHSA Fund - ASOC/CSOC	402 Behavioral Health	No Program	60532 Client - Home Repairs	0	5,000	5,000	
3536 MHSA Fund - ASOC/CSO	**402 Behavioral Health**	**No Program**	**Net Budget Adjustments**	815	**0**	815	
3537 MHSA - PEI	402 Behavioral Health	No Program	60111 Training and Seminars	0	700	700	
3537 MHSA - PEI	402 Behavioral Health	No Program	60301 General Professional Services	266,689	(157,230)	109,459	
3537 MHSA - PEI	402 Behavioral Health	No Program	60521 Client - Education	0	530	530	
3537 MHSA - PEI	402 Behavioral Health	No Program	60541 Client - Medical Professionals	0	156,000	156,000	
3537 MHSA - PEI	**402 Behavioral Health**	**No Program**	**Net Budget Adjustments**		**0**		
3538 MHSA - WET	402 Behavioral Health	No Program	45078 MHSA Project Wetmic - State	43,732	39,480	83,212	
3538 MHSA - WET	402 Behavioral Health	No Program	60301 General Professional Services	0	39,480	39,480	
3538 MHSA - WET	**402 Behavioral Health**	**No Program**	**Net Budget Adjustments**		**0**		
5501 Capital Improvement Fun	350 Engineering	No Program	49101 Transfer In - General	0	332,577	332,577	Transfer in from department 128
5501 Capital Improvement Fun	350 Engineering	No Program	70111 Community and Office Buildings	0	285,827	285,827	Allocate for building roof replacements
5501 Capital Improvement Fun	350 Engineering	No Program	70311 Roads and Bridges	300,000	46,750	346,750	For cattleguards on Exchequer
5501 Capital Improvement Fu	**350 Engineering**	**No Program**	**Net Budget Adjustments**		**0**		
5537 Land Acquistions	102 Administration	No Program	70011 Land	1,892	(1,892)	0	Activity completed - closing fund
5537 Land Acquistions	102 Administration	No Program	80111 Transfer Out - General	0	1,892	1,892	Activity completed - closing fund
5537 Land Acquistions	**102 Administration**	**No Program**	**Net Budget Adjustments**		**0**		
5575 ERP Software Implement	102 Administration	No Program	49101 Transfer In - General	75,000	12,502	87,502	From 1001 to balance fund
5575 ERP Software Implement	102 Administration	No Program	70511 Software Fixed Assets	513,780	12,502	526,282	
5575 ERP Software Implement	**102 Administration**	**No Program**	**Net Budget Adjustments**		**0**		

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