MARIPOSA COUNTY

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

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

ACTION SUMMARY MINUTES

March 14, 2023

A. 9:03 AM Called to Order

Attendee Name	Title	Status	Arrived
Danette Toso	Supervisor	Present	9:03 AM
Shannon Poe	Supervisor	Present	9:03 AM
Rosemarie Smallcombe	District I Supervisor	Present	9:03 AM
Wayne Forsythe	District IV Supervisor	Present	9:03 AM
Miles Menetrey	District V Supervisor	Present	9:03 AM

B. Pledge of Allegiance

Chair Menetrey led the Pledge.

C. Introductions

None.

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

During public comment Marc Farias Jones, claimant addressed item CA.13 expressing concern regarding the report that he was not privy to. He also noted would like to see the area looked at by a non-biased engineer that does not work for the County. Mr. Jones advised that he was not contacted, and no one walked across the property with him. He stated that this building has flooded 5 times since 2008 and it will probably flood again today. Mr. Jones requested the County fix his building. Kevin Briggs/Assistant County Counsel clarified for the Board that the rejection of the claim in CA.13 would not prohibit a further lawsuit.

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

CA1. **Health and Human Services** **RES-2023-128**

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County

CA2. **Health and Human Services RES-2023-129**

Resolution Continuing the Local Health Emergency Due to the Oak Fire

CA3. **Sheriff's Office RES-2023-130**

Resolution Continuing the Local Emergency Due to the Oak Fire

CA4. **Sheriff's Office RES-2023-131**

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

CA5. **Sheriff's Office RES-2023-132**

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

CA6. **Administration RES-2023-133**

Approve First Amendment to Agreement with Baird and Driskell Community Planning for Additional Services Associated with the Motherlode Region ADU Workbook and Additional Compensation ($41,100) for a New Amount Not to Exceed $305,100; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA7. **Administration RES-2023-134**

Approve the Permanent Financing Document Packet for Creekside Terrace; and Authorize the Board of Supervisors Chair to Sign the Documents (Subject to Approval as to Legal Form by County Counsel)

CA8. **Administration RES-2023-135**

Approve First Amendment to Agreement with E-Z Tel Inc. for Additions to the Mitel Phone System Increasing Compensation by $59,552 for a New Amount Not to Exceed $613,730; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA9. **Board of Supervisors RES-2023-136**

Approve a Letter of Support for a Grant Application Submitted by the Mariposa County Fire Safe Council for Lushmeadows Ladder Fuels Project 22-WP-MMU-45219028; and Authorize the Board of Supervisors Chair to Sign the Letter (Board Chair)

CA10. **Board of Supervisors RES-2023-137**

Approve a Letter of Support for a Grant Application Submitted by the Mariposa County Fire Safe Council for Bumgardner Ridge Fuel Break 22-WP-MMU-45317211; and Authorize the Board of Supervisors Chair to Sign the Letter (Board Chair)

CA11. **Clerk of the Board of Supervisors 2023-28**

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 2023

CA12. **Clerk of the Board of Supervisors 2023-29**

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 2023

CA13. **County Counsel RES-2023-138**

Reject Claim No. C23-1 Filed by Marc Farias Jones in the Amount of $51,550; and Authorize the Board of Supervisors Chair to Sign the Notice of Rejection

CA14. **District Attorney/Victim Witness RES-2023-139**

Approve Budget Action Receiving Unanticipated Revenue from Federal Grant Funds for Fiscal Year 22/23 Within the District Attorney Victim Witness Budget ($19,550) 4/5ths Vote Required

CA15. **Health and Human Services RES-2023-140**

Approve First Amendment to Agreement with Alliance for Community Transformations to Operate the Mariposa Heritage House (Substance Use Disorder Recovery and Drop in Center) Increasing Offered Services Under the Substance Abuse Prevention & Treatment Block Grant (SAPG); and Authorize the Board of Supervisors Chair to Sign the Amendment

CA16. **HHS/Behavioral Health & Recovery Services RES-2023-141**

Approve Addendum to Memorandum of Understanding (MOU) with California Health and Wellness Plan to Coordinate Patient Physical and Behavioral Health Care Services; and Authorize the Board of Supervisors Chair to Sign the Addendum

CA17. **HHS/Public Health RES-2023-142**

Approve the Children's Medical Services (CMS) Plan and Budget Justification for Fiscal Year 2022-2023 in the Amount of $194,254; and Authorize the Board of Supervisors Chair to Sign the California Children's Services (CCS), Child Health and Disability Prevention (CHDP) and Health Care Program for Children in Foster Care (HCPCFC) Certification Statements

CA18. **Sheriff's Office RES-2023-143**

Accept the State of California Officer Wellness and Mental Heath Grant Award for $44,231.21

CA19. **Sheriff's Office RES-2023-144**

Approve Two Year Agreement with the State of California-Department of State Hospitals to Provide Mental Health and Telehealth Services to Qualifying Incarcerated Persons at the Mariposa County Adult Detention Facility; and Authorize the Board of Supervisors Chair to Sign the Agreement

E. Departmental Presentation

Jeremy Briese/Sheriff advised that there were evacuation warnings in several areas, sand bag locations were doubled, and there were shelter in place orders issued due to impassable or unstable roadways. Sheriff Briese provided statistics

on damage to structures and property and advised that the Office of Emergency Services will continue with online surveys to collect information on personal property damage. Sheriff Briese noted he will be meeting with the District Attorney to discuss deterrents for criminals and look into enhanced punishment for criminals during declared local emergencies. Wes Smith responded to questions of the Board.

Shannon Hansen/Public Works and Transportation Director provided an update on the emergency road work and noted that there will be several contracts coming to the Board for the emergency road repairs. Ms. Hansen also advised that during today's storm the Public Works team is out surveying and monitoring roads and will be on standby.

Joe Lynch/Health and Human Services Agency (HHSA) Director provided an update on the emergency shelter at New Life Christian Center and hotel rooms available in town. Mr. Lynch provided statistics and information on home and road damage, advised that the HHSA team is assisting with the property damage survey, they have located a fire wood vendor from Fresno due to all the local vendors running out of fire wood, they also got propane to many homes, and addressed social media advising that when county offices are closed county staff does not stop working.

Kristina Keheley/Deputy Director Public Health advised HHSA provided an update on Community Health Assessment and advised it will be posted on line. Dr. Keheley advised that they are on track to have a Childrens Health Insurance Program (CHIP) completed by year end.

Matthew Johnson/Librarian invited the Board of Supervisors and the public to the Library Open House on March 31st from 5:00 to 7:00pm and noted the library card design contest winner's artwork will be displayed during the open house. Mr. Johnson discussed beefing up the law library and adjusting maximum check out days for new DVDs versus older DVDs.

Jonathan Farrington/Yosemite Mariposa Tourism Bureau Executive Director noted that he had been traveling and meeting with several countries regarding the international market to try to get that going again, with 67 appointments in 3 days. Mr. Farrington advised that tourism has seen a lot of change and there is a lot of work ahead, they are five months into changing the ten-year old web page and have beat Wikipedia and the Park Service on hits and discussed options of marketing to bring people back.

F. Public Comment on Non-Agenda Items

Mike Bruso discussed the framed Constitution art on the wall in the Board Chambers, talked about pictures in schools being removed, criticism on history is cherry picked and not valid criticism, no one can read everything, a book by David McCullen titled 1775, what makes our country great, and spoke of insurrection in England.

Jonathan Noel expressed concerns about the road condition in front of Mariposa County High School, noting a section of road is cracked and should look nice, presentable, and safe.

G. Regular Agenda Items

1. **Health and Human Services (ID # 13872)**

Presentation on Organizational Review of First 5 Mariposa County by Nikki West, Executive Director of First 5 Mariposa County

Joe Lynch introduced Nikki West/Executive Director of first 5 Mariposa, who presented a PowerPoint presentation. No public comment.

RESULT: INFORMATION RECEIVED

2. **Clerk of the Board of Supervisors (ID # 13903)**

Discussion and Direction on Allowing Public Comment Via Teleconference Service (Telephone)

10:26 AM Tracy Gauthier/ Deputy Clerk of the Board II stepped away to give a presentation for the discussion of teleconference returning to the agenda for public comment. Katherine Slenders/ Deputy Clerk of the Board II took over as Clerk.

Mrs. Gauthier gave the staff report. She requested direction from the Board of Supervisors in regard to reintroducing the telephone number to the agenda for public comment purposes.

Public comment received by Jonathan Noel who noted how he would like the teleconference commenting to make it back on to the agenda. Joe Lynch/Health and Human Services Agency Director commented to at least bring back teleconference during declared state of emergencies in the County. Pete Judy/Interterm Chief of Probation Officer commented to bring back teleconference for transparency. Ben Goger/Administration commented to bring back teleconference for staff that are unable to be in office so they can still attend and comment on the meeting. Board discussion ensued. Unanimous across the Board to reinstate the teleconference option.

DIRECTION: The Board directed staff to reinstate the teleconference option back on the agenda.

RESULT: DIRECTION GIVEN

3. **Public Works (ID # 13860)**

Discussion and Direction Regarding the Current Use of the Stagg (Hornitos) Halls Second Kitchen Area

Supervisor Toso recused herself from this item. Shannon Hansen provided the staff report and noted they are seeking board approval on one of the three options. During public comment Shaun Quinn/Patrons Club member explained the history of their use of the Hornitos Stag Hall noting that they cannot afford to replace items stolen or broken, and that they have been raising funds for the community for years with two big events each year; this year is the 75th year of the Enchilada Dinner. Ms. Quinn advised that they have purchased everything in the kitchen, including cabinets, countertops, and air conditioning, and that they have also added cabinets and countertops to the other kitchen for the community. Ms. Quinn also noted that the Patrons Club helps other organizations, and donates to schools, churches, flood and fire victims and provides scholarships. Charlie McCord noted that many organizations raise funds for this community and must bring and remove their pots and pans and such, we should all share as we all

donate for the community. A Patrons Club member discussed what this club has done for the community, noting that the back room is where they keep our belongings and would be open to ideas if the board wants to provide something better or help. He asked what they are going to put in there if they ask them to remove their stuff. Board discussion followed.

DIRECTION: Supervisors Poe and Forsythe will meet with Public Works to come up with a lease.

RESULT: DIRECTION GIVEN

Recess Board of Supervisors

H. LOCAL TRANSPORTATION COMMISSION

(Chair - Commissioner Wayne Forsythe, Vice-Chair - Commissioner Miles Menetrey)

Public Comment Period

None.

LTC Regular Agenda

1. **Public Works LTC-2023-6**

Approve Fiscal Year 2023 Certifications and Assurances for Federal Transit Administration Assistance (FTA); and Authorize Local Transportation Commission (LTC) Executive Director to Sign the Certifications and Assurances (Subject to Approval as to Legal Form by County Counsel)

Jeannie Morvay-Clayton gave the staff report. During public comment Mike Bruso discussed the requirements of qualifying for funds.

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

Adjourn LTC

Reconvene Board of Supervisors

I. Board Information

None.

J. Adjournment

11:54 AM Chair Menetrey adjourned the meeting.

Respectfully submitted,

Tracy Gauthier
Deputy Clerk of the Board II

Katherine Slenders
Deputy Clerk of the Board II

Miles Menetrey
Chair, Board of Supervisors

MARIPOSA COUNTY

Health and Human Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2023-128

MEETING: March 14, 2023

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: Wayne Forsythe, District IV Supervisor
SECONDER: Rosemarie Smallcombe, District I Supervisor
AYES: Toso, Poe, Smallcombe, Forsythe, Menetrey

MARIPOSA COUNTY

Health and Human Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2023-129

MEETING: March 14, 2023

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: Continue the Oak Fire Local Health Emergency

RECOMMENDATION AND JUSTIFICATION:
Resolution Continuing the Local Health Emergency Due to the Oak Fire.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
On July 22, 2022, the Oak Fire began in the Midpines area of Mariposa County and grew into a major wildfire.

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

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

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

FINANCIAL IMPACT:
Not Applicable.

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

REF ID# 13776

MARIPOSA COUNTY

Sheriff's Office · 209 966-3615

RESOLUTION - ACTION REQUESTED 2023-130

MEETING: March 14, 2023

TO: The Board of Supervisors

FROM: Jeremy Briese, Sheriff

RE: Continue the Local Emergency Due to the Oak Fire

RECOMMENDATION AND JUSTIFICATION:
Resolution Continuing the Local Emergency Due to the Oak Fire.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
On July 22, 2022, the Oak Fire began in the Midpines area of Mariposa County and grew into a major wildfire.

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

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

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

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

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

REF ID# 13779

MARIPOSA COUNTY

Sheriff's Office · 209 966-3615

RESOLUTION - ACTION REQUESTED 2023-131

MEETING: March 14, 2023

TO: The Board of Supervisors

FROM: Jeremy Briese, Sheriff

RE: Continue the Local Emergency Due to the 22/23 Meteorological "Atmospheric River" Event

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RECOMMENDATION AND JUSTIFICATION:

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

BACKGROUND AND HISTORY OF BOARD ACTIONS:

An extreme storm beginning on December 27th, 2022, caused ongoing damage to the County and other public and district facilities, including but not limited to roads, bridges, and structure/s/ within Mariposa County.

January 11th, 2023: The Board ratified the January 5th, 2023 Local Emergency Proclamation Due to the 2022/2023 Meteorological "Atmospheric River" Event. Additionally, the Board has ratified similar proclamations in the past during other emergencies.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

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

FINANCIAL IMPACT:

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

REF ID# 13783

MARIPOSA COUNTY

Sheriff's Office · 209 966-3615

RESOLUTION - ACTION REQUESTED 2023-132

MEETING: March 14, 2023

TO: The Board of Supervisors

FROM: Jeremy Briese, Sheriff

RE: Continue the Local Emergency Due to Extreme Snowstorms 2023

RECOMMENDATION AND JUSTIFICATION:
Resolution Continuing a Local Emergency Due to Extreme Snowstorms in February and March of 2023.

On February 23rd, 2023 a series of snow storms impacted Mariposa County. Heavy snowfall from the storms impacted many areas, causing downed trees and power lines. The snow accumulation caused damage to the County and other public and district facilities, including but not limited to roads, bridges, and structure/s/ within Mariposa County.

On March 1st, 2023, Sheriff Jeremy Briese, acting as the Director of Emergency Services pursuant to Mariposa County Code Section 2.80.040, issued a Proclamation, declaring a local emergency.

On March 7th, 2023 the Board adopted a Resolution Ratifying the March 1, 2023 Proclamation by the Director of Emergency Services of the County of Mariposa, State of California, Proclaiming the Existence of a Local Emergency.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board has ratified similar proclamations in the past during other emergencies.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If the Board does not ratify 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: Wayne Forsythe, District IV Supervisor
SECONDER: Rosemarie Smallcombe, District I Supervisor
AYES: Toso, Poe, Smallcombe, Forsythe, Menetrey

REF ID# 13882

MARIPOSA COUNTY

Administration · 966-3222

RESOLUTION - ACTION REQUESTED 2023-133

MEETING: March 14, 2023

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Amended Agreement for Professional Services Associated with the Motherlode Region ADU

RECOMMENDATION AND JUSTIFICATION:
Approve First Amendment to Agreement with Baird and Driskell Community Planning for Additional Services Associated with the Motherlode Region ADU Workbook and Additional Compensation ($41,100) for a New Amount Not to Exceed $305,100; and Authorize the Board of Supervisors Chair to Sign the Amendment.

This amendment increases the deliverables in the project scope. Specifically, additional deliverables include an Accessory Dwelling Unit (ADU) plans program, calculator and website. It also increases the compensation for these deliverables by $41,100 for a new not-to-exceed amount of $305,100. The overall project price remains less than the grant award for this project and contribution commitments from partner counties. Staff is recommending approval of this amendment, which will allow work to proceed on the Mother Lode Region ADU Workbook.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Mother Lode Region ADU Workbook is a collaborative effort between Nevada, Amador, Calaveras and Mariposa Counties to make legal development more palatable and increase development of workforce housing. The materials produced though this process will inform residents on the steps they can take to develop an ADU on their property. Mariposa is the lead county responsible for administration of this project.

Deliverables include development check lists, examples of legal building types, examples of manufactured housing vendors, examples of site development expenses, contractor list, information on return on investment, financing strategies and now an ADU plans gallery, ADU calculator and ADU website. This project also includes a research component in order to connect with housing innovators who would be willing to work in the region. A hard copy and digital booklet will be produced from this effort and accompanied by a social media outreach and education campaign.

On January 26, 2021, the Board approved Resolution 2021-37, an application for a Regional Early Action Planning (REAP) grant in the amount of $60,758.

On February 15, 2022, the Board approved a Request for Qualifications (RFQ) for completion of the Mother Lode Region ADU Workbook.

On May 3, 2022, the Board approved a Memorandum of Understanding (MOU) with Nevada, Amador and Calaveras Counties for the completion of the Mother Lode Region ADU Workbooks. In the MOU, each county committed their respective REAP award amounts totalling $344,478.

On October 11, 2022, following the completion of the RFQ competitive selection process, the Board approved an agreement with Baird and Driskell in an amount not to exceed $264,000.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
The board could direct Staff could negotiate alternative price and terms. Negative action would result in a cancellation of the project and return of grant funds.

FINANCIAL IMPACT:
Fully funded by staff secured grant funds, staff has budgeted staff time to this project which will add to the general fund.

ATTACHMENTS:
Baird and Driskell_AMENDMENT (PDF)

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

FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES ASSOCIATED WITH MOTHER LODE ADU WORKBOOK

THIS FIRST AMENDMENT: is made and entered into this _____ day of March 2023, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as ("County"), and Baird and Driskell Community Planning also known as Community Planning Collaborative("Contractor"), hereinafter referred to as "Contractor."

WHEREAS, County and Contractor have heretofore entered into an Agreement dated October 11th 2022, wherein Contractor agreed to provide professional services; and

WHEREAS, County and Contractor desire to amend said Agreement to change the scope of work as noted in Exhibit A;

WHEREAS, County and Contractor desire to amend said Agreement to change the compensation as noted in Exhibit A;

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

Paragraph 2, "SERVICES," is hereby amended to provide that Contractor agrees to provide the following additional services: Plans Gallery, ADU Calculator and Motherlode ADU website.

Paragraph 3, "COMPENSATION," is hereby amended to provide that an additional $41,100 will be added to the original amount of $264,000, making the total compensation paid to Contractor the not to exceed amount of $305,100.

Except as herein amended, the Agreement dated on the 11th of October 2022 shall remain in full force and effect.

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

COUNTY OF MARIPOSA	CONTRACTOR
_____	_____
Miles Menetrey, Chair Board of Supervisors	Josh Abrams, Principal Baird and Driskell AKA Community Planning Collaborative

APPROVED AS TO FORM
Steven W. Dahlem, County Counsel

_____

Last Revised: 1/17/2023

Attachment: Baird and Driskell_AMENDMENT (RES-2023-133 : Amended Agreement for Professional Services Associated with the Motherlode

Updated Scope 12.20.22

Mother Lode Region ADU Workbook

Deliverables

1a. Refine Project Plan and Coordination –Hold initial conversations with project partners to further customize the workplan and identify a communication plan. We will then lead a kickoff scoping meeting with jurisdictions, county representatives and other identified stakeholders to discuss the project goals, approach, timeline, and thoughts on engagement strategies. Although we bring a lot ADU content knowledge and models for how to collaborate to the table, we are humble and will look to attendees as project partners who understand the local context to help us tailor our work, so it is relevant. Based on input, we will finalize scope. We then propose meeting every other week with project representative(s) to ensure the project is running smoothly.

- **Hold Kickoff meeting**
- **Finalize scope, tasks, and timeline**
- **Conduct on-going project coordination**

1b and 1c. Develop Outreach Plan and Conduct Engagement - Work with the project team to finalize the outreach plan. Using a community participatory model from the start, we will develop activities to hear from a diversity of local groups early in the process. What we hear will inform the development of the guidebook, related materials, and launch events. Those we speak to could include contractors, designers, those who have built ADUs, real estate professionals, permit counter staff, and homeowners and residents.

- **Develop Outreach Plan**
- **Conduct outreach** including but not limited to the following activities:
  - Outreach materials
  - Online surveys
  - Interviews
- **Hold launch events** including up to 4 in-person (1 per county) or a mix of in-person and virtual

2. ADU Workbook – A 40-page guide for homeowners that walks them through each step of the ADU process, from thinking about it to move-in. Written in clear and accessible language that explains state and local rules, the permit process, budgeting and finance options, construction requirements, who to contact, and potential fees. We will develop one customized version for each of the four counties. Workbooks will share general chapters, like budgeting and finance but

Attachment: Baird and Driskell_AMENDMENT (RES-2023-133 : Amended Agreement for Professional Services Associated with the Motherlode

have customized rules and process sections. Includes helpful exercises to guide owners through decisions, like understanding what they can build and questions to ask a planner and hiring a team, as well as an FAQ, glossary and ADU Process Graphic and Important Information Handout, summarizing steps and resources from the workbook. Also includes 4 print stories from across the region and 2 video stories (with photos and floorplans) of successful ADU projects that tell the story of homeowners, why they built their ADU and how it has helped them. We will work closely with the project team and county reps to identify best strategy to outreach to those who have built ADUs or are in the process.

- **Develop a county-specific ADU Workbook for each of the four counties** with customized sections as needed (local rules and application/permit process)
- **Develop related materials based on Workbook**, including:
  - Exercises
  - FAQ
  - Glossary of ADU terms
  - Process Graphic and Important Information Handout (4 county-specific handouts and one template for incorporated jurisdictions)
- **Develop 3-4 print stories**
  - Finalize recruiting materials and announcements for counties
  - Run recommendation and selection process
  - Interview participants
  - Draft print stories
  - Work with photographer to edit and finalize
- ***Develop 1-2 video stories***
  - *Finalize recruiting materials and announcements for counties*
  - *Run recommendation and selection process*
  - *Interview participants*
  - *Coordinate filming with participants and videographer*
  - *Work with videographer and to edit and finalize*
- **Print up to 1000 copies of Workbook**
- **Provide 3 digital PDF versions of final Workbook** (full-color for professional printing, full-color for digital viewing, black & white for at home printing); In-Design files are also available upon request
- **Provide Word and PDF final versions of all handouts**

3. ADU Development Checklist – A checklist and graphic to guide homeowners through the ADU process, from thinking about it to COP, using examples from the state toolkit and easy-to-understand illustrations where applicable.

- **Develop a county-specific Development Checklist for each of the four counties**

Attachment: Baird and Driskell_AMENDMENT (RES-2023-133 : Amended Agreement for Professional Services Associated with the Motherlode

4. Contractor List – Work with the project team and county reps to collect any know contacts, conduct outreach with the regional building community, then develop a contact list of licensed contractors working in the region on ADUs. If available, we will include estimate ranges for different ADU types like new, conversion and prefabricated. This list can be provided to the community as a resource for homeowners.

- **Develop Contractor List for the region**

5. Prefab Units – Work with regional building community to identify, develop and include examples from at least 4 vendors per county for the Workbook, including summary or estimate costs, definitions, and explanations.

- **Finalize 4 Prefab Unit vendors per county for inclusion in Workbooks and Prefab Plans Gallery**

6. Incentives and Finance Strategies – Examples of various programs to promote the development of ADUs as well as incentivize homeowners to rent their ADUs at affordable levels. The goal would be to identify which programs, through research and interviews, have the most promise for the region and flesh out a basic overview of options. It will be important to balance incentives with requirements, program management and monitoring, and existing networks and processes, as well as consider potential incentives for owners of existing ADUs.

- **Develop Affordable ADU Incentives and Strategies memo for the region**

7. Promotional Materials – Flyers, handouts, announcements, and/or copy and graphics for newsletters/social media promoting the workbook and related materials.

- **Provide customized print and digital materials as decided by project team** (all launch events in Word and PDF, and one set of templates in Word that are easily editable for incorporated jurisdictions as well as future events)

8. Address Lookup Tool – Bring on City Systems to customize their existing ADU address lookup tool so homeowners can enter their address and understand the rules about building an ADU that apply to them across all four counties. The tool will examine existing zones and standards and generate a custom message for the homeowner listing essential information. As an alternative, we will investigate using Symbium property look up and visualization tool.

- **Collect assessor data and local rules** from project team and county reps
- **Develop Address Lookup Tool**

9. Plans Gallery – Takes the Prefab Units deliverable one step further to include a viewable online gallery. *Homeowners will be able to view and compare prefab plans, pre-*

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reviewed ADU plans made publicly available by other California jurisdictions via LEAP/REAP funding, plans from designers currently participating in other Plans Galleries that opt-in, and any other plans we solicit form local designers. Homeowners will contact and work directly with companies to customize their plans or address site-specific issues. We would work with the project team and county representatives to define scope, collect inputs, and timeline, and release a local call for submittals if needed.

- **Develop Plans Gallery including 1) prefab plans, 2) LEAP/REAP funded plans from other jurisdictions, 3) opt-in plans from other existing Gallery databases, and 4) new plans solicited from local designers, made available for purchase to homeowners directly from prefab companies and designers**
- **Outreach to local architects and designers**
- **Release a Call for Submittals to include plans from local designers and assist staff with selection process**

10. ADU Calculator *– An online tool that allows homeowners to explore potential construction costs, taxes, rent, and payback periods based on where they live and the type of ADU they hope to build. It will be mobile and desktop friendly.*

- ***Customize an interactive ADU calculator for each county for a total of four calculators****. To do so, each county will need to fill out a form providing all costs, fees, and assumptions. We will follow up with staff as needed.*

11. ***ADU Website –*** *A companion to the Workbook that includes up to 10 subpages. Integrates ADU exercises and resources throughout, including the ADU Calculator, Can I Build Tool, Plans Gallery, Prefab Units, Summary of County ADU Rules, and Workbook. Will also serve as a touchstone for all outreach events, from focus groups and surveys to launch events. Potential use cases include people learning about ADUs, people considering building ADUs, people who have decided to build an ADU and ADU professionals. The work on the website will be collaborative and iterative, with staff having many opportunities to suggest changes. The website will serve as an excellent foundation for any future work that comes out of the region. Includes domain and back end initial set up and payments for first year (will require on-going annual fee for hosting between $200 and $300)*

- ***Develop Mother Lode ADU website including domain, website hosting, and necessary backend and plug in applications for first year of operation***
- ***Provide onboarding training and videos on how to update***

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BAIRD + DRISKELL
COMMUNITY PLANNING

Budget

Tasks	Hours	Cost*	Direct Costs**	Total	Notes
1a. Refine Project Plan and Coordination	80	$14,400	$2,200	$16,600	Finalize workplan, kickoff, on-going coordination. Direct costs for in-person meeting if needed.
1b. Outreach Plan	30	$5,400		$5,400	Develop outreach plan and activities.
1c. Conduct Outreach	100	$18,000	$4,400	$22,400	Conduct outreach at start of project, throughout as needed and up to 4 launch events at conclusion. Direct costs for advertising, printing, travel for launch/community meeting as needed.
2. ADU Workbook	flat fee	$50,000		$50,000	Develop customized versions for each of the four counties. 35k, plus 5k for each additional county.
2b. Spotlight Stories (4 Print and 1-2 videos)	flat fee	$5,000	$12,000	$17,000	Includes recruiting materials, selection process, interviews, identifying and working with photographer/videographer and final versions. Direct cost of $1,500 per print story estimated for photographs and $3k per video.
2c. Print Workbooks	10	$1,800	$13,200	$15,000	Includes up to 250 copies per county. Printing estimate $12 per book = $12,000 for 1000.
3. ADU Development Checklist	160	$28,800		$28,800	Develop customized checklist for each of the four counties.
4. Contractor List	100	$18,000		$18,000	Develop list for the region.
5. Prefab Units	30	$5,400		$5,400	Outreach to and working with vendors to finalize 4 prefab specs for inclusion in workbook. Hours will depend on preparedness of vendors and how much we need to develop material.
6. Incentives and Finance Strategy	120	$21,600		$21,600	Develop Affordable ADU Incentives and Strategies memo applicable to the region.
7. Promotional Materials	50	$9,000	$2,200	$11,200	Produce materials for each of the 4 counties and template materials for jurisdictions to customize. Direct costs for advertising and printing if needed.
8. Can I Build an ADU?	15	$2,700	$5,500	$8,200	Direct costs to City Systems ($5,500) or Symbium to develop.
9a. Plans Gallery	flat fee	$20,000		$20,000	Develop a website to view/search prefab plans collected through Task 5 and possibly publicly available pre-reviewed plans developed by other jurisdictions through REAP/LEAP funding. Allows homeowners to view and compare.
9b. Plans Program	250	$45,000		$45,000	Supplement designer information as needed, conduct outreach to building officials and designer community, identify and collect LEAP/REAP funded ADU plans for use, reach out to designers participating in existing gallerires to see if they will opt in, develop Call for Submittals and review process for selection of locally designed plans, write guidance memo on how counties can participate, develop and participate in up to 3 Q&A meetings.
10. ADU Calculator	flat fee	$10,000		$10,000	Develop 4 versions, one for each county, allowing homeowners to estimate construction costs, fees, potential rents and other metrics based on ADU size.
11. ADU Webiste	flat fee	$10,500		$10,500	Regionwide Mother Lode ADU website, including connection to all other tools, resources, Spotlights, rules summaries, and overview of building an ADU from thinking about it to move-in. Companion to workbook.
Total	***945***	***$265,600***	***$39,500***	***$305,100***	

*Average hourly rate of $180 per hour
**Includes 10% subcontractor management fee

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MARIPOSA COUNTY

Administration · 966-3222

RESOLUTION - ACTION REQUESTED 2023-134

MEETING: March 14, 2023

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Creekside Terrace Permanent Financing

RECOMMENDATION AND JUSTIFICATION:
Approve the Permanent Financing Document Packet for Creekside Terrace; and Authorize the Board of Supervisors Chair to Sign the Documents (Subject to Approval as to Legal Form by County Counsel).

Now that the Creekside Terrace project is competed and has received its certificate of occupancy, Self-Help Enterprises and project partners wish to replace the construction loan financing with permanent financing which has a lower long-term interest rate.

The construction financing package is comprised of several different loans that are memorialized by a promissory note, loan agreement and deed of trust that run with the property. The project partners have set a hierarchy of lien holders that are regulated by a set of subordination agreements. The permanent financing package structure is much of the same, but with a new main financial backer, Bellwether Enterprise, that will require a new set of subordination agreements naming this new party.

The California Department of Housing and Community Development(HCD) has an additional set of subordination agreements reflecting the same action. HCD was the grantor of all the public grant funds that went into the project.

Mariposa County's place as a lien holder has not changed during this process and there is no negative financial impact to the County as all funds are grants funds that are already obligated to the project.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
On December 18, 2018, the Board approved Resolution 2018-62, the first round of No Place Like Home funding for what was then called Mariposa Village (now Creekside Terrace.

On December 10, 2019, the Board approved Resolution 2019-702, an infill infrastructure grant awarded for onsite and offsite improvements at Mariposa Village.

On August 4, 2020, the Board approved Resolution 2020-484, a Permanent Local Housing Allocation (PLHA) plan 302(c)(4) committing the first two years of funding as gap financing for the Creekside Terrace.

On February 16, 2021, the Board approved Resolution 2021-75, ratifying a commitment of $600,000 in Whole Person Care funds to the Creekside Terrace project.

On March 2, 2021, the Board received information from Self-Help Enterprises' director of real estate on the structure of below market rate loans.

On March 30, 2021, the Board approved an amendment (Resolution 2021-176) to the County's PLHA funding plan to commit the first four years of funding to Creekside Terrace.

On April 1, 2021, the Board approved Resolution 2021-175, which leveraged state grant funding to issue three below market rate loans to Self-Help Enterprises. This action allowed the construction financing for the Creekside Terrace project to close.

On January 17, 2023, the Board approved Resolution 2023-10, which increased the amount of Whole Person Care funds loaned to the project by $400,000 for a new commitment not to exceed $1,000,000. This document was prematurely recorded and now needs to be re-recorded with the entire closing package.

On February 21, 2023, the Board approved Resolution 2023-81, which recognized additional funds received in the PLHA program and therefore allocated to the loans for the Creekside Terrace project.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
There are not many alternatives to this action as many of critical agreements with the State and project partners are already in place that support this project. Negative action could have significant financial and legal implications.

FINANCIAL IMPACT:
No short term financial impact. At the end of the 55 year loan term the funds will be repayed or resydicated.

ATTACHMENTS:
52. PLHA Subordination Agt v3(1) (PDF)
64. WPC Subordination Agt v3(1) (PDF)
46. IIG Subordination Agt v3(1)(PDF)
Subord Agrmt 25, 33 County of Mariposa $561,557.00 (MY) (PDF)
Subord Agrmt 24 County of Mariposa $1,000,000.00 (MY) (PDF)
Subord Agrmt 23 County of Mariposa $1,953,100.00 Loan(MY) (PDF)
Creekside WPC - Omnibus Amendment (v5) (518825) (521707) (PDF)

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

Attachment: 52. PLHA Subordination Agt v3(1) (RES-2023-134 : Creekside Terrace Permanent Financing)

Prepared by and after recording return to:

James R. Peck, Esq.
Tiber Hudson LLC
35773 Bowen Place
Hillsboro, VA 20132

SUBORDINATION AGREEMENT
(Creekside Terrace)

This SUBORDINATION AGREEMENT (this "**Agreement**") is entered into as of March ___, 2023, by and among (i) **BELLWETHER ENTERPRISE REAL ESTATE CAPITAL, LLC**, an Ohio limited liability company ("**Senior Lender**"), (ii) **COUNTY OF MARIPOSA,** a political subdivision of the state of California ("**Subordinate Lender**"), and (iii) **CREEKSIDE TERRACE, L.P.**, a California limited partnership ("**Borrower**").

RECITALS:

A. Pursuant to that certain Loan Agreement dated as of March ____, 2023, by and between Borrower and Senior Lender (as amended, restated, replaced, supplemented or otherwise modified from time to time, the "**Senior Loan Agreement**"), Senior Lender has agreed to make a loan to Borrower in the original principal amount of **Three Million Seventy-Six Thousand Six Hundred Forty and No Hundredths Dollars ($3,076,640.00)** (the "**Senior Loan**"), as evidenced by that certain Promissory Note dated as of March _____, 2023, executed by Borrower and made payable to the order of Senior Lender in the amount of the Senior Loan (as amended, restated, replaced, supplemented or otherwise modified from time to time, the "**Senior Note**").

B. In addition to the Senior Loan Agreement, the Senior Loan and the Senior Note are also secured by a certain Deed of Trust with Assignment of Leases and Rents dated as of March _____, 2023 (as amended, restated, replaced, supplemented or otherwise modified from time to time, the "**Senior Security Instrument**"), encumbering the property described in the Senior Security Instrument as the "**Mortgaged Property**."

C. Borrower has requested Senior Lender to permit that certain subordinate loan in the amount of **$256,000.00** (the "**Subordinate Loan**") from Subordinate Lender to Borrower and to allow the Subordinate Loan to be secured by a mortgage lien against the Mortgaged Property.

D. Senior Lender has agreed to permit the Subordinate Loan and to allow the subordinate mortgage lien against the Mortgaged Property subject to all of the conditions contained in this Agreement.

AGREEMENTS:

NOW, THEREFORE, in order to induce Senior Lender to permit the Subordinate Loan to Borrower and to allow a subordinate mortgage lien against the Mortgaged Property, and in consideration thereof, Senior Lender, Subordinate Lender and Borrower agree as follows:

1. Recitals.

The recitals set forth above are incorporated herein by reference.

2. Definitions.

In addition to the terms defined in the Recitals to this Agreement, for purposes of this Agreement the following terms have the respective meanings set forth below:

"**Affiliate**" means, when used with respect to a Person, any corporation, partnership, joint venture, limited liability company, limited liability partnership, trust or individual controlled by, under common control with, or which controls such Person (the term "control" for these purposes shall mean the ability, whether by the ownership of shares or other equity interests, by contract or otherwise, to elect a majority of the directors of a corporation, to make management decisions on behalf of, or independently to select the managing partner of, a partnership, or otherwise to have the power independently to remove and then select a majority of those individuals exercising managerial authority over an entity, and control shall be conclusively presumed in the case of the ownership of fifty percent (50%) or more of the equity interests).

"**Borrower**" means the Person named as such in the first paragraph on page 1 of this Agreement, any successor or assign of Borrower, including without limitation, a receiver, trustee or debtor-in-possession and any other Person (other than Senior Lender) who acquires title to the Mortgaged Property after the date of this Agreement.

"**Business Day**" means any day other than Saturday, Sunday or a day on which Senior Lender is not open for business.

"**Default Notice**" means: (a) a copy of any written notice from Senior Lender to Borrower and Subordinate Lender stating that a Senior Loan Default has occurred under the Senior Loan Documents; or (b) a copy of the written notice from Subordinate Lender to Borrower and Senior Lender stating that a Subordinate Loan Default has occurred under the Subordinate Loan

Attachment: 52. PLHA Subordination Agt v3(1) (RES-2023-134 : Creekside Terrace Permanent Financing)

Documents. Each Default Notice shall specify the default upon which such Default Notice is based.

"**Person**" means an individual, an estate, a trust, a corporation, a partnership, a limited liability company or any other organization or entity (whether governmental or private).

"**Senior Lender**" means the Person named as such in the first paragraph on Page 1 of this Agreement, its successors and assigns and any other Person who becomes the legal holder of the Senior Loan after the date of this Agreement.

"**Senior Loan Default**" means the occurrence of an "Event of Default" as that term is defined in the Senior Loan Documents.

"**Senior Loan Documents**" means the Senior Security Instrument, the Senior Note, the Senior Loan Agreement and all other "Loan Documents" as that term is defined in the Senior Loan Agreement.

"**Subordinate Lender**" means the Person named as such in the first paragraph on page 1 of this Agreement, any successor or assign of Subordinate Lender, including without limitation, a receiver, trustee or debtor-in-possession and any other Person who becomes the legal holder of the Subordinate Note after the date of this Agreement.

"**Subordinate Loan Agreement**" means the Loan Agreement dated as of April 6, 2021, by and between Borrower and Subordinate Lender.

"**Subordinate Loan Default**" means a default by Borrower in performing or observing any of the terms, covenants or conditions in the Subordinate Loan Documents to be performed or observed by it, which continues beyond any applicable period provided in the Subordinate Loan Documents for curing the default.

"**Subordinate Loan Documents**" means the Subordinate Note, the Subordinate Mortgage, the the Subordinate Loan Agreement and all other documents evidencing, securing or otherwise executed and delivered in connection with the Subordinate Loan.

"**Subordinate Mortgage**" means the Deed Of Trust, Assignment of Rents, Security Agreement and Fixture Filing encumbering the Mortgaged Property as security for the Subordinate Loan, which Subordinate Lender caused to be recorded among the applicable land records on April 20, 2021 as Document No. 20211907.

"**Subordinate Note**" means the secured promissory note dated as of April 6, 2021, and issued by Borrower to Subordinate Lender, or order, to evidence the Subordinate Loan.

3. Permission to Place Mortgage Lien Against Mortgaged Property.

Senior Lender agrees, notwithstanding the prohibition against inferior liens on the Mortgaged Property contained in the Senior Loan Documents and subject to the provisions of

Attachment: 52. PLHA Subordination Agt v3(1) (RES-2023-134 : Creekside Terrace Permanent Financing)

this Agreement, to permit Subordinate Lender to record the Subordinate Mortgage and other recordable Subordinate Loan Documents against the Mortgaged Property to secure Borrower's obligation to repay the Subordinate Note and all other obligations, indebtedness and liabilities of Borrower to Subordinate Lender under and in connection with the Subordinate Loan.

4. Borrower's and Subordinate Lender's Representations and Warranties.

Borrower and Subordinate Lender each makes the following representations and warranties to Senior Lender:

(a) Subordinate Loan Documents.

The Subordinate Loan is evidenced by the Subordinate Note and is secured by the Subordinate Mortgage, the Subordinate Loan Agreement and the Subordinate Loan Documents.

(b) Relationship of Borrower to Subordinate Lender and Senior Lender.

Subordinate Lender is not an Affiliate of Borrower and is not in possession of any facts which would lead it to believe that Senior Lender is an Affiliate of Borrower.

(c) Term.

The term of the Subordinate Note does not end before the stated term of the Senior Note.

(d) Subordinate Loan Documents.

The executed Subordinate Loan Documents are substantially in the same forms as those submitted to, and approved by, Senior Lender prior to the date of this Agreement. Upon execution and delivery of the Subordinate Loan Documents, Borrower shall deliver to Senior Lender an executed copy of each of the Subordinate Loan Documents, certified to be true, correct and complete.

(e) Senior Loan Documents.

Upon execution and delivery of the Senior Loan Documents, Borrower shall deliver to Subordinate Lender an executed copy of each of the Senior Loan Documents, certified to be true, correct and complete.

5. Terms of Subordination.

(a) Agreement to Subordinate.

Senior Lender and Subordinate Lender agree that (1) the indebtedness evidenced by the Subordinate Loan Documents is and shall be subordinated in right of payment, to the extent and in the manner provided in this Agreement, to the prior payment in full of the Indebtedness evidenced by the Senior Loan Documents, and (2) the liens, terms, covenants and conditions of the Subordinate Mortgage and the other Subordinate Loan Documents are and shall be subject

Attachment: 52. PLHA Subordination Agt v3(1) (RES-2023-134 : Creekside Terrace Permanent Financing)

and subordinate in all respects to the liens, terms, covenants and conditions of the Senior Security Instrument and the other Senior Loan Documents and to all advances heretofore made or which may hereafter be made pursuant to the Senior Security Instrument and the other Senior Loan Documents (including but not limited to, all sums advanced for the purposes of (A) protecting or further securing the lien of the Senior Security Instrument, curing defaults by Borrower under the Senior Loan Documents or for any other purpose expressly permitted by the Senior Loan Documents, or (B) constructing, renovating, repairing, furnishing, fixturing or equipping the Mortgaged Property).

(b) Subordination of Subrogation Rights.

Subordinate Lender agrees that if, by reason of its payment of real estate taxes or other monetary obligations of Borrower, or by reason of its exercise of any other right or remedy under the Subordinate Loan Documents, it acquires by right of subrogation or otherwise a lien on the Mortgaged Property which (but for this subsection) would be senior to the lien of the Senior Security Instrument, then, in that event, such lien shall be subject and subordinate to the lien of the Senior Security Instrument.

(c) Payments Before Senior Loan Default.

Until Subordinate Lender receives a Default Notice (or otherwise acquires actual knowledge) of a Senior Loan Default, Subordinate Lender shall be entitled to retain for its own account all payments made under or pursuant to the Subordinate Loan Documents.

(d) Payments After Senior Loan Default.

Borrower agrees that, after it receives a Default Notice (or otherwise acquires knowledge) of a Senior Loan Default, it will not make any payments under or pursuant to the Subordinate Loan Documents (including but not limited to principal, interest, additional interest, late payment charges, default interest, attorneys' fees, or any other sums secured by the Subordinate Loan Documents) without Senior Lender's prior written consent. Subordinate Lender agrees that, after it receives a Default Notice from Senior Lender with written instructions directing Subordinate Lender not to accept payments from Borrower on account of the Subordinate Loan, it will not accept any payments under or pursuant to the Subordinate Loan Documents (including but not limited to principal, interest, additional interest, late payment charges, default interest, attorneys' fees, or any other sums secured by the Subordinate Loan Documents) without Senior Lender's prior written consent. If Subordinate Lender receives written notice from Senior Lender that the Senior Loan Default which gave rise to Subordinate Lender's obligation not to accept payments has been cured, waived, or otherwise suspended by Senior Lender, the restrictions on payment to Subordinate Lender in this Section 5 shall terminate, and Senior Lender shall have no right to any subsequent payments made to Subordinate Lender by Borrower prior to Subordinate Lender's receipt of a new Default Notice from Senior Lender in accordance with the provisions of this Section 5(d).

Attachment: 52. PLHA Subordination Agt v3(1) (RES-2023-134 : Creekside Terrace Permanent Financing)

(e) Remitting Subordinate Loan Payments to Senior Lender.

If, after Subordinate Lender receives a Default Notice from Senior Lender in accordance with Section 5(d), Subordinate Lender receives any payments under the Subordinate Loan Documents, Subordinate Lender agrees that such payment or other distribution will be received and held in trust for Senior Lender and unless Senior Lender otherwise notifies Subordinate Lender in writing, will be promptly remitted, in kind to Senior Lender, properly endorsed to Senior Lender, to be applied to the principal of, interest on and other amounts due under the Senior Loan Documents in accordance with the provisions of the Senior Loan Documents. By executing this Agreement, Borrower specifically authorizes Subordinate Lender to endorse and remit any such payments to Senior Lender, and specifically waives any and all rights to have such payments returned to Borrower or credited against the Subordinate Loan. Borrower and Senior Lender acknowledge and agree that payments received by Subordinate Lender, and remitted to Senior Lender under this Section 5, shall not be applied or otherwise credited against the Subordinate Loan, nor shall the tender of such payment to Senior Lender waive any Subordinate Loan Default which may arise from the inability of Subordinate Lender to retain such payment or apply such payment to the Subordinate Loan.

(f) Notice of Payment from Other Persons.

Subordinate Lender agrees to notify (telephonically or via email, followed by written notice) Senior Lender of Subordinate Lender's receipt from any Person other than Borrower of a payment with respect to Borrower's obligations under the Subordinate Loan Documents, promptly after Subordinate Lender obtains knowledge of such payment.

(g) Agreement Not to Commence Bankruptcy Proceeding.

Subordinate Lender agrees that during the term of this Agreement it will not commence, or join with any other creditor in commencing any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings against or with respect to Borrower, without Senior Lender's prior written consent.

6. Default Under Subordinate Loan Documents.

(a) Notice of Subordinate Loan Default and Cure Rights.

Subordinate Lender shall deliver to Senior Lender a Default Notice within five (5) Business Days in each case where Subordinate Lender has given a Default Notice to Borrower. Failure of Subordinate Lender to send a Default Notice to Senior Lender shall not prevent the exercise of Subordinate Lender's rights and remedies under the Subordinate Loan Documents, subject to the provisions of this Agreement. Senior Lender shall have the right, but not the obligation, to cure any Subordinate Loan Default within sixty (60) days following the date of such notice; provided, however that Subordinate Lender shall be entitled, during such sixty (60) day period, to continue to pursue its rights and remedies under the Subordinate Loan Documents. All amounts paid by Senior Lender in accordance with the Senior Loan Documents to cure a Subordinate Loan Default shall be deemed to have been advanced by Senior Lender

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pursuant to, and shall be secured by, the Senior Loan Agreement and the lien of, the Senior Security Instrument.

(b) Subordinate Lender's Exercise of Remedies After Notice to Senior Lender.

If a Subordinate Loan Default occurs and is continuing, Subordinate Lender agrees that, without Senior Lender's prior written consent, it will not commence foreclosure proceedings with respect to the Mortgaged Property under the Subordinate Loan Documents or exercise any other rights or remedies it may have under the Subordinate Loan Documents, including, but not limited to accelerating the Subordinate Loan (and enforcing any "due on sale" provision included in the Subordinate Loan Documents), collecting rents, appointing (or seeking the appointment of) a receiver or exercising any other rights or remedies thereunder unless and until it has given Senior Lender at least sixty (60) days prior written notice; during such sixty (60) day period, however, Subordinate Lender shall be entitled to exercise and enforce all other rights and remedies available to Subordinate Lender under the Subordinate Loan Documents and/or under applicable laws, including without limitation, rights to enforce covenants and agreements of Borrower relating to income, rent, or affordability restrictions contained in any land use restriction agreement.

(c) Cross Default.

Borrower and Subordinate Lender agree that a Subordinate Loan Default shall constitute a Senior Loan Default under the Senior Loan Documents and Senior Lender shall have the right to exercise all rights or remedies under the Senior Loan Documents in the same manner as in the case of any other Senior Loan Default. If Subordinate Lender notifies Senior Lender in writing that any Subordinate Loan Default of which Senior Lender has received a Default Notice has been cured or waived, as determined by Subordinate Lender in its sole discretion, then provided that Senior Lender has not conducted a sale of the Mortgaged Property pursuant to its rights under the Senior Loan Documents, any Senior Loan Default under the Senior Loan Documents arising solely from such Subordinate Loan Default shall be deemed cured, and the Senior Loan shall be reinstated, provided, however, that Senior Lender shall not be required to return or otherwise credit for the benefit of Borrower any default rate interest or other default related charges or payments received by Senior Lender during such Senior Loan Default.

7. Default Under Senior Loan Documents.

(a) Notice of Senior Loan Default and Cure Rights.

Senior Lender shall deliver to Subordinate Lender a Default Notice within five (5) Business Days in each case where Senior Lender has given a Default Notice to Borrower. Failure of Senior Lender to send a Default Notice to Subordinate Lender shall not prevent the exercise of Senior Lender's rights and remedies under the Senior Loan Documents, subject to the provisions of this Section 7(a), nor shall such failure constitute a default by Senior Lender under this Agreement. Subordinate Lender shall have the right, but not the obligation, to cure any such Senior Loan Default within sixty (60) days following the date of such Default Notice or the date on which Subordinate Lender otherwise acquires actual knowledge of Senior Loan Default;

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provided, however, that Senior Lender shall be entitled during such sixty (60) day period to continue to pursue its remedies under the Senior Loan Documents. Subordinate Lender may have up to ninety (90) days from the date of the Default Notice to cure a non-monetary default if during such ninety (90) day period Subordinate Lender keeps current all payments required by the Senior Loan Documents. In the event that such a non-monetary default creates an unacceptable level of risk relative to the Mortgaged Property, or Senior Lender's secured position relative to the Mortgaged Property, as determined by Senior Lender in its sole discretion, then Senior Lender may exercise during such ninety (90) day period all available rights and remedies to protect and preserve the Mortgaged Property and the rents, revenues and other proceeds from the Mortgaged Property. All amounts paid by Subordinate Lender to Senior Lender to cure a Senior Loan Default shall be deemed to have been advanced by Subordinate Lender pursuant to, and shall be secured by the Second Mortgage Loan Agreement and the lien of, the Subordinate Mortgage.

(b) Cross Default.

Subordinate Lender agrees that, notwithstanding any contrary provision contained in the Subordinate Loan Documents, a Senior Loan Default shall not constitute a default under the Subordinate Loan Documents if no other default occurred under the Subordinate Loan Documents until either (1) Senior Lender has accelerated the maturity of the Senior Loan, or (2) Senior Lender has taken affirmative action to exercise its rights under the Senior Loan Documents to collect rent, to appoint (or seek the appointment of) a receiver or to foreclose on (or to exercise a power of sale contained in) the Senior Loan Documents. At any time after a Senior Loan Default is determined to constitute a default under the Subordinate Loan Documents, Subordinate Lender shall be permitted to pursue its remedies for default under the Subordinate Loan Documents, subject to the restrictions and limitations of this Agreement. If at any time Borrower cures any Senior Loan Default to the satisfaction of Senior Lender, as evidenced by written notice from Senior Lender to Subordinate Lender, any default under the Subordinate Loan Documents arising from such Senior Loan Default shall be deemed cured and the Subordinate Loan shall be retroactively reinstated as if such Senior Loan Default had never occurred.

8. Conflict.

Borrower, Senior Lender and Subordinate Lender each agrees that, in the event of any conflict or inconsistency between the terms of the Senior Loan Documents, the Subordinate Loan Documents and the terms of this Agreement, the terms of this Agreement shall govern and control solely as to the following: (a) the relative priority of the security interests of Senior Lender and Subordinate Lender in the Mortgaged Property; (b) the timing of the exercise of remedies by Senior Lender and Subordinate Lender under the Senior Loan Documents and the Subordinate Loan Documents, respectively; and (c) solely as between Senior Lender and Subordinate Lender, the notice requirements, cure rights, and the other rights and obligations which Senior Lender and Subordinate Lender have agreed to as expressly provided in this Agreement. Borrower acknowledges that the terms and provisions of this Agreement shall not, and shall not be deemed to: extend Borrower's time to cure any Senior Loan Default or

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Subordinate Loan Default, as the case may be; give Borrower the right to notice of any Senior Loan Default or Subordinate Loan Default, as the case may be other than that, if any, provided, respectively under the Senior Loan Documents or the Subordinate Loan Documents; or create any other right or benefit for Borrower as against Senior Lender or Subordinate Lender.

9. Rights and Obligations of Subordinate Lender Under the Subordinate Loan Documents and of Senior Lender under the Senior Loan Documents.

Subject to each of the other terms of this Agreement, all of the following provisions shall supersede any provisions of the Subordinate Loan Documents covering the same subject matter:

(a) Protection of Security Interest.

Subordinate Lender shall not, without the prior written consent of Senior Lender in each instance, take any action which has the effect of increasing the indebtedness outstanding under, or secured by, the Subordinate Loan Documents, except that Subordinate Lender shall have the right to advance funds to cure Senior Loan Defaults pursuant to Section 7(a) and advance funds pursuant to the Subordinate Loan Documents for the purpose of paying real estate taxes and insurance premiums, making necessary repairs to the Mortgaged Property and curing other defaults by Borrower under the Subordinate Loan Documents.

(b) Condemnation or Casualty.

In the event of: a taking or threatened taking by condemnation or other exercise of eminent domain of all or a portion of the Mortgaged Property (collectively, a "**Taking**"); or the occurrence of a fire or other casualty resulting in damage to all or a portion of the Mortgaged Property (collectively, a "**Casualty**"), at any time or times when the Senior Security Instrument remains a lien on the Mortgaged Property the following provisions shall apply:

(1) Subordinate Lender hereby agrees that its rights (under the Subordinate Loan Documents or otherwise) to participate in any proceeding or action relating to a Taking and/or a Casualty, or to participate or join in any settlement of, or to adjust, any claims resulting from a Taking or a Casualty shall be and remain subject and subordinate in all respects to Senior Lender's rights under the Senior Loan Documents with respect thereto, and Subordinate Lender shall be bound by any settlement or adjustment of a claim resulting from a Taking or a Casualty made by Senior Lender; provided, however, this subsection and/or anything contained in this Agreement shall not limit the rights of Subordinate Lender to file any pleadings, documents, claims or notices with the appropriate court with jurisdiction over the proposed Taking and/or Casualty; and

(2) all proceeds received or to be received on account of a Taking or a Casualty, or both, shall be applied (either to payment of the costs and expenses of repair and restoration or to payment of the Senior Loan) in the manner determined by Senior Lender in its sole discretion; provided, however, that if Senior Lender elects to apply such proceeds to payment of the principal of, interest on and other amounts payable under the Senior Loan, any proceeds remaining after the satisfaction in full of the

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principal of, interest on and other amounts payable under the Senior Loan shall be paid to, and may be applied by, Subordinate Lender in accordance with the applicable provisions of the Subordinate Loan Documents, provided however, Senior Lender agrees to consult with Subordinate Lender in determining the application of Casualty proceeds, provided further however that in the event of any disagreement between Senior Lender and Subordinate Lender over the application of Casualty proceeds, the decision of Senior Lender, in its sole discretion, shall prevail.

(c) Insurance.

Subordinate Lender agrees that all original policies of insurance required pursuant to the Senior Security Instrument shall be held by Senior Lender. The preceding sentence shall not preclude Subordinate Lender from requiring that it be named as a loss payee, as its interest may appear, under all policies of property damage insurance maintained by Borrower with respect to the Mortgaged Property, provided such action does not affect the priority of payment of the proceeds of property damage insurance under the Senior Security Instrument, or that it be named as an additional insured under all policies of liability insurance maintained by Borrower with respect to the Mortgaged Property.

(d) No Modification of Subordinate Loan Documents.

Borrower and Subordinate Lender each agree that, until the principal of, interest on and all other amounts payable under the Senior Loan Documents have been paid in full, it will not, without the prior written consent of Senior Lender in each instance, increase the amount of the Subordinate Loan, increase the required payments due under the Subordinate Loan, decrease the term of the Subordinate Loan, increase the interest rate on the Subordinate Loan, or otherwise amend the Subordinate Loan terms in a manner that creates an adverse effect upon Senior Lender under the Senior Loan Documents. Any unauthorized amendment of the Subordinate Loan Documents or assignment of Subordinate Lender's interest in the Subordinate Loan without Senior Lender's consent shall be void ab initio and of no effect whatsoever.

10. Modification or Refinancing of Senior Loan.

Subordinate Lender consents to any agreement or arrangement in which Senior Lender waives, postpones, extends, reduces or modifies any provisions of the Senior Loan Documents, including any provision requiring the payment of money. Subordinate Lender further agrees that its agreement to subordinate hereunder shall extend to any new mortgage debt which is for the purpose of refinancing all or any part of the Senior Loan (including reasonable and necessary costs associated with the closing and/or the refinancing); and that all the terms and covenants of this Agreement shall inure to the benefit of any holder of any such refinanced debt; and that all references to the Senior Loan, the Senior Note, the Senior Loan Agreement, the Senior Security Instrument, the Senior Loan Documents and Senior Lender shall mean, respectively, the refinance loan, the refinance note loan agreement, the mortgage securing the refinance note, all documents evidencing securing or otherwise pertaining to the refinance note and the holder of the refinance note.

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11. Default by Subordinate Lender or Senior Lender.

If Subordinate Lender or Senior Lender defaults in performing or observing any of the terms, covenants or conditions to be performed or observed by it under this Agreement, the other, non-defaulting lender shall have the right to all available legal and equitable relief.

12. Reinstatement.

To the extent that Borrower makes a payment to Senior Lender or Senior Lender receives any payment or proceeds of the collateral securing the Senior Loan for Borrower's benefit, which payment or proceeds or any part thereof are subsequently invalidated, declared to be fraudulent or preferential, set aside and/or required to be repaid to a trustee, receiver or any other party under any bankruptcy law, state or federal law, common law or equitable doctrine, then, to the extent of such payment or proceeds received and not retained by Senior Lender, Subordinate Lender's obligations intended to be satisfied thereby and this Agreement shall be reinstated and continue in full force and effect until full and final payment shall have been made to Senior Lender. Subordinate Lender agrees to hold in trust for Senior Lender and promptly remit to Senior Lender any payments received by Subordinate Lender after such invalidated, rescinded or returned payment was originally made.

13. Notices.

(a) Process of Serving Notice.

All notices under this Agreement shall be:

(1) in writing and shall be:

(A) delivered, in person;

(B) mailed, postage prepaid, either by registered or certified delivery, return receipt requested;

(C) sent by overnight courier; or

(D) sent by electronic mail with originals to follow by overnight courier;

(2) addressed to the intended recipient at the address(es) below the signature block, as applicable; and

(3) deemed given on the earlier to occur of:

(A) the date when the notice is received by the addressee; or

(B) if the recipient refuses or rejects delivery, the date on which the notice is so refused or rejected, as conclusively established by the records of the

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United States Postal Service or any express courier service.

(b) Change of Address.

Any party to Agreement may change the address to which notices intended for it are to be directed by means of notice given to the other parties identified in this Agreement.

(c) Receipt of Notices.

Senior Lender, Subordinate Lender or Borrower shall not refuse or reject delivery of any notice given in accordance with this Agreement. Each party is required to acknowledge, in writing, the receipt of any notice upon request by the other party.

14. General.

(a) Assignment/Successors.

This Agreement shall be binding upon Borrower, Senior Lender and Subordinate Lender and shall inure to the benefit of the respective legal successors, transferees and assigns of Borrower, Senior Lender and Subordinate Lender. Borrower shall not assign any of its rights and obligations under this Agreement without the prior written consent of Senior Lender.

(b) No Partnership or Joint Venture.

Senior Lender's permission for the placement of the Subordinate Loan does not constitute Senior Lender as a joint venturer or partner of Subordinate Lender. Neither party hereto shall hold itself out as a partner, agent or Affiliate of the other party hereto.

(c) Senior Lender's and Subordinate Lender's Consent.

Wherever Senior Lender's consent or approval is required by any provision of this Agreement, such consent or approval may be granted or denied by Senior Lender in its sole and absolute discretion, unless otherwise expressly provided in this Agreement. Wherever Subordinate Lender's consent or approval is required by any provision of this Agreement, such consent or approval may be granted or denied by Subordinate Lender in its sole and absolute discretion, unless otherwise expressly provided in this Agreement.

(d) Further Assurances.

Subordinate Lender, Senior Lender and Borrower each agrees, at Borrower's expense, to execute and deliver all additional instruments and/or documents reasonably required by any other party to this Agreement in order to evidence that the Subordinate Mortgage is subordinate to the lien, covenants and conditions of the Senior Loan Documents, or to further evidence the intent of this Agreement.

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(e) Amendment.

This Agreement shall not be amended except by written instrument signed by all parties hereto.

(f) Governing Law.

This Agreement shall be governed by the laws of the jurisdiction in which the Mortgaged Property is located without giving effect to any choice of law provisions thereof that would result in the application of the laws of another jurisdiction. Senior Lender, Subordinate Lender and Borrower agree that any controversy arising under or in relation to this Security Instrument shall be litigated exclusively in the jurisdiction in which the Mortgaged Property is located. The state and federal courts and authorities with jurisdiction in such locale shall have exclusive jurisdiction over all controversies that arise under or in relation to this Agreement. The parties hereto irrevocably consent to service, jurisdiction, and venue of such courts for any such litigation and waive any other venue to which any might be entitled by virtue of domicile, habitual residence or otherwise.

(g) Severable Provisions.

If any provision of this Agreement shall be invalid or unenforceable to any extent, then the other provisions of this Agreement, shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

(h) Term.

The term of this Agreement shall commence on the date hereof and shall continue until the earliest to occur of the following events: (1) the payment in full of the principal of, interest on and other amounts payable under the Senior Loan Documents; (2) the payment in full of the principal of, interest on and other amounts payable under the Subordinate Loan Documents, other than by reason of payments which Subordinate Lender is obligated to remit to Senior Lender pursuant to Section 5 hereof; (3) the acquisition by Senior Lender of title to the Mortgaged Property pursuant to a foreclosure or a deed in lieu of foreclosure of, or the exercise of a power of sale contained in, the Senior Loan Documents; or (4) the acquisition by Subordinate Lender of title to the Mortgaged Property pursuant to a foreclosure or a deed in lieu of foreclosure of, or the exercise of a power of sale contained in, the Subordinate Loan Documents, but only if such acquisition of title does not violate any of the terms of this Agreement.

(i) Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall be considered an original for all purposes; provided, however, that all such counterparts shall together constitute one (1) and the same instrument.

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(j) Sale of Senior Loan.

Nothing in this Agreement shall limit Senior Lender's (including any assignee or transferee of Senior Lender) right to sell or transfer the Senior Loan, or any interest in the Senior Loan. The Senior Loan or a partial interest in the Senior Loan (together with this Agreement and the other Loan Documents) may be sold one or more times without prior notice to Borrower.

[Remainder of Page Intentionally Blank]

Attachment: 52. PLHA Subordination Agt v3(1) (RES-2023-134 : Creekside Terrace Permanent Financing)

IN WITNESS WHEREOF, Borrower, Senior Lender and Subordinate Lender have signed and delivered this Agreement under seal (where applicable) or have caused this Agreement to be signed and delivered under seal (where applicable) by a duly authorized representative. Where applicable law so provides, Borrower, Senior Lender and Subordinate Lender intend that this Agreement shall be deemed to be signed and delivered as a sealed instrument.

SENIOR LENDER:
BELLWETHER ENTERPRISE REAL ESTATE CAPITAL, LLC
an Ohio limited liability company

By: _____
Robert Morton
Senior Vice President

STATE OF INDIANA]
] ss:
COUNTY OF _____]

On _____ ____, 2023, before me, _____, personally appeared Robert Morton, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Indiana that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature: _____ (SEAL)

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SUBORDINATE LENDER:
COUNTY OF MARIPOSA,
a political subdivision of the State of California

By: _____
Miles Menetrey
Board Chair

ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss
COUNTY OF _____)

On _____, 2023, before me, _____, Notary Public, personally appeared Miles Menetrey, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

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BORROWER:
CREEKSIDE TERRACE, L.P.,
a California limited partnership

By: CREEKSIDE TERRACE LLC,
a California limited liability company,
its General Partner

By: SELF-HELP ENTERPRISES,
a California nonprofit public benefit corporation,
its sole Member and Manager

By: _____
Thomas J. Collishaw
President and CEO

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of _____)

On _____ __, 2023, before me, _____
personally appeared Thomas J. Collishaw, President and CEO of SELF-HELP ENTERPRISES, a California nonprofit public benefit corporation, the sole Member and Manager of CREEKSIDE TERRACE LLC, a California limited liability company, General Partner of CREEKSIDE TERRACE, L.P., a California limited partnership, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ **(Seal)**

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EXHIBIT A

All that real property situated in the State of California, County of Mariposa and described as follows:

All that certain real property situated in Projected Section 22, Township 5 South, Range 18 East, M.D.B.&M., Rancho Las Mariposas, County of Mariposa, State of California, said tract of land more particularly described as follows:

Beginning at Corner No. 1, of that tract known as "Fournier Garden" as described in Grant Deed to Self Help Enterprises, a California Corporation, recorded as Document No. 20200757 on February 28th, 2020 in Mariposa County Official Records and herein after called Deed 1, on the Westside of Mariposa Creek, from whence the NE corner of Projected Section 22, Township 5 South, Range 18 East, M.D.B.&M. (as said Section, Township and Range are so designated in Patent to John C.Fremont of the tract known as Las Mariposas Grant, in Book "M" of Patents, at pages 1 to 17, Mariposa County Records) bears N. 25° 05' E. a distance of 383.37 feet, and running thence the following 10 courses:

•N. 38° 30' 40" E. a distance of 71.09 feet;

•N. 54° 44' 09" W. a distance of 126.56 feet to a point on a 120.00 foot radius tangent curve concave southerly;

•Thence along said 120.00 foot radius curve through a delta angle of 28° 17' 58" and an arc distance of 59.27 feet to the point of tangency;

•Thence N. 83° 02' 08" W. a distance of 52.77 feet;

•Thence S. 27° 36' 28" W. a distance of 92.41 feet to a point on the northerly line of said Fournier Garden;

•Thence N. 70° 25' 15" W. along the northerly line of said Fournier Garden a distance of 335.13 feet to Corner No. 2 of Document No. 20200757 (herein after called "Deed 1") (N. 76° 26' W per Deed 1);

Thence along the boundary of said Fournier Garden the following 4 courses:

•S. 20° 18' 58" W. a distance of 171.46 feet (S. 19° 42' W. a distance of 171.42 feet per Deed 1) to Corner No. 3 of Deed 1;

•Thence S. 64° 22' 51" E. a distance of 262.83 feet (S. 64° 10 W. a distance of 261.27 feet per Deed 1) to Corner No. 4 of Deed 1;

•Thence S. 76° 00’ 57” E. a distance of 309.71 feet (S. 76° 31 S. distance of 309.53 feet per Deed 1 to Corner No. 5 of Deed 1;

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•Thence N. 16° 02' 28" E. a distance of 169.23 feet (N. 16° 04' E. per Deed 1) to the Point of Beginning.

The Land is shown and described in that certain Certificate of Compliance for Lot Line Adjustment No. 2020-166, approved by the County of Mariposa, recorded March 19, 2021, as Instrument No. 20211362 of Official Records.

Together with a 60.00 foot wide non-exclusive easement for pedestrian and vehicular ingress, egress and access, and Public Road and Public Utilities as described in that certain GRANT OF EASEMENTS FOR INGRESS AND EGRESS, CONSTRUCTION, MAINTENANCE, REPAIR AND UTILITIES by and between Jenifer Z. Canter ("Grantor") and Creekside Terrace, L.P., a California limited partnership ("Grantee") recorded April 9, 2021 as Document No. 20211730, Mariposa County Official Records.

Also Together with a non-exclusive easement for pedestrian and vehicular ingress, egress and access and Public Road and Public Utilities with a maximum width of 36.00 feet as described in that certain GRANT OF EASEMENTS FOR INGRESS AND EGRESS, CONSTRUCTION, MAINTENANCE, REPAIR AND UTILITIES by and between Brian D. Shoor and Jennifer Shoor ("Grantor") and Creekside Terrace, L.P., a California limited partnership ("Grantee") recorded April 9, 2021 as Document No. 20211731, Mariposa County Official Records.

Also Together with a non-exclusive road easement and a non-exclusive access easement as described in Parcel Map recorded in Book 12 of Parcel Maps at Page 19.

Attachment: 52. PLHA Subordination Agt v3(1) (RES-2023-134 : Creekside Terrace Permanent Financing)

Attachment: 64. WPC Subordination Agt v3(1) (RES-2023-134 : Creekside Terrace Permanent Financing)

Prepared by and after recording return to:

James R. Peck, Esq.
Tiber Hudson LLC
35773 Bowen Place
Hillsboro, VA 20132

SUBORDINATION AGREEMENT
(Creekside Terrace)

This SUBORDINATION AGREEMENT (this "**Agreement**") is entered into as of March ___, 2023, by and among (i) **BELLWETHER ENTERPRISE REAL ESTATE CAPITAL, LLC**, an Ohio limited liability company ("**Senior Lender**"), (ii) **COUNTY OF MARIPOSA,** a political subdivision of the state of California ("**Subordinate Lender**"), and (iii) **CREEKSIDE TERRACE, L.P.**, a California limited partnership ("**Borrower**").

RECITALS:

A. Pursuant to that certain Loan Agreement dated as of March ____, 2023, by and between Borrower and Senior Lender (as amended, restated, replaced, supplemented or otherwise modified from time to time, the "**Senior Loan Agreement**"), Senior Lender has agreed to make a loan to Borrower in the original principal amount of **Three Million Seventy-Six Thousand Six Hundred Forty and No Hundredths Dollars ($3,076,640.00)** (the "**Senior Loan**"), as evidenced by that certain Promissory Note dated as of _____ _____, 2022, executed by Borrower and made payable to the order of Senior Lender in the amount of the Senior Loan (as amended, restated, replaced, supplemented or otherwise modified from time to time, the "**Senior Note**").

B. In addition to the Senior Loan Agreement, the Senior Loan and the Senior Note are also secured by a certain Deed of Trust with Assignment of Leases and Rents dated as of March _____, 2023 (as amended, restated, replaced, supplemented or otherwise modified from time to time, the "**Senior Security Instrument**"), encumbering the property described in the Senior Security Instrument as the "**Mortgaged Property**."

C. Borrower has requested Senior Lender to permit that certain subordinate loan in the amount of $**600,000.00** (the "**Subordinate Loan**") from Subordinate Lender to Borrower and to allow the Subordinate Loan to be secured by a mortgage lien against the Mortgaged Property.

D. Senior Lender has agreed to permit the Subordinate Loan and to allow the subordinate mortgage lien against the Mortgaged Property subject to all of the conditions contained in this Agreement.

AGREEMENTS:

NOW, THEREFORE, in order to induce Senior Lender to permit the Subordinate Loan to Borrower and to allow a subordinate mortgage lien against the Mortgaged Property, and in consideration thereof, Senior Lender, Subordinate Lender and Borrower agree as follows:

1. Recitals.

The recitals set forth above are incorporated herein by reference.

2. Definitions.

In addition to the terms defined in the Recitals to this Agreement, for purposes of this Agreement the following terms have the respective meanings set forth below:

"**Affiliate**" means, when used with respect to a Person, any corporation, partnership, joint venture, limited liability company, limited liability partnership, trust or individual controlled by, under common control with, or which controls such Person (the term "control" for these purposes shall mean the ability, whether by the ownership of shares or other equity interests, by contract or otherwise, to elect a majority of the directors of a corporation, to make management decisions on behalf of, or independently to select the managing partner of, a partnership, or otherwise to have the power independently to remove and then select a majority of those individuals exercising managerial authority over an entity, and control shall be conclusively presumed in the case of the ownership of fifty percent (50%) or more of the equity interests).

"**Borrower**" means the Person named as such in the first paragraph on page 1 of this Agreement, any successor or assign of Borrower, including without limitation, a receiver, trustee or debtor-in-possession and any other Person (other than Senior Lender) who acquires title to the Mortgaged Property after the date of this Agreement.

"**Business Day**" means any day other than Saturday, Sunday or a day on which Senior Lender is not open for business.

"**Default Notice**" means: (a) a copy of any written notice from Senior Lender to Borrower and Subordinate Lender stating that a Senior Loan Default has occurred under the Senior Loan Documents; or (b) a copy of the written notice from Subordinate Lender to Borrower and Senior Lender stating that a Subordinate Loan Default has occurred under the Subordinate Loan

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Documents. Each Default Notice shall specify the default upon which such Default Notice is based.

"**Person**" means an individual, an estate, a trust, a corporation, a partnership, a limited liability company or any other organization or entity (whether governmental or private).

"**Senior Lender**" means the Person named as such in the first paragraph on Page 1 of this Agreement, its successors and assigns and any other Person who becomes the legal holder of the Senior Loan after the date of this Agreement.

"**Senior Loan Default**" means the occurrence of an "Event of Default" as that term is defined in the Senior Loan Documents.

"**Senior Loan Documents**" means the Senior Security Instrument, the Senior Note, the Senior Loan Agreement and all other "Loan Documents" as that term is defined in the Senior Loan Agreement.

"**Subordinate Lender**" means the Person named as such in the first paragraph on page 1 of this Agreement, any successor or assign of Subordinate Lender, including without limitation, a receiver, trustee or debtor-in-possession and any other Person who becomes the legal holder of the Subordinate Note after the date of this Agreement.

"**Subordinate Loan Agreement**" means the Loan Agreement dated as of April 6, 2021, by and between Borrower and Subordinate Lender.

"**Subordinate Loan Default**" means a default by Borrower in performing or observing any of the terms, covenants or conditions in the Subordinate Loan Documents to be performed or observed by it, which continues beyond any applicable period provided in the Subordinate Loan Documents for curing the default.

"**Subordinate Loan Documents**" means the Subordinate Note, the Subordinate Mortgage, the the Subordinate Loan Agreement and all other documents evidencing, securing or otherwise executed and delivered in connection with the Subordinate Loan.

"**Subordinate Mortgage**" means the Deed Of Trust, Assignment of Rents, Security Agreement and Fixture Filing encumbering the Mortgaged Property as security for the Subordinate Loan, which Subordinate Lender caused to be recorded among the applicable land records on April 20, 2021 as Document No. 20211906.

"**Subordinate Note**" means the secured promissory note dated as of April 6, 2021, and issued by Borrower to Subordinate Lender, or order, to evidence the Subordinate Loan.

3. Permission to Place Mortgage Lien Against Mortgaged Property.

Senior Lender agrees, notwithstanding the prohibition against inferior liens on the Mortgaged Property contained in the Senior Loan Documents and subject to the provisions of

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this Agreement, to permit Subordinate Lender to record the Subordinate Mortgage and other recordable Subordinate Loan Documents against the Mortgaged Property to secure Borrower's obligation to repay the Subordinate Note and all other obligations, indebtedness and liabilities of Borrower to Subordinate Lender under and in connection with the Subordinate Loan.

4. Borrower's and Subordinate Lender's Representations and Warranties.

Borrower and Subordinate Lender each makes the following representations and warranties to Senior Lender:

(a) Subordinate Loan Documents.

The Subordinate Loan is evidenced by the Subordinate Note and is secured by the Subordinate Mortgage, the Subordinate Loan Agreement and the Subordinate Loan Documents.

(b) Relationship of Borrower to Subordinate Lender and Senior Lender.

Subordinate Lender is not an Affiliate of Borrower and is not in possession of any facts which would lead it to believe that Senior Lender is an Affiliate of Borrower.

(c) Term.

The term of the Subordinate Note does not end before the stated term of the Senior Note.

(d) Subordinate Loan Documents.

The executed Subordinate Loan Documents are substantially in the same forms as those submitted to, and approved by, Senior Lender prior to the date of this Agreement. Upon execution and delivery of the Subordinate Loan Documents, Borrower shall deliver to Senior Lender an executed copy of each of the Subordinate Loan Documents, certified to be true, correct and complete.

(e) Senior Loan Documents.

Upon execution and delivery of the Senior Loan Documents, Borrower shall deliver to Subordinate Lender an executed copy of each of the Senior Loan Documents, certified to be true, correct and complete.

5. Terms of Subordination.

(a) Agreement to Subordinate.

Senior Lender and Subordinate Lender agree that (1) the indebtedness evidenced by the Subordinate Loan Documents is and shall be subordinated in right of payment, to the extent and in the manner provided in this Agreement, to the prior payment in full of the Indebtedness evidenced by the Senior Loan Documents, and (2) the liens, terms, covenants and conditions of the Subordinate Mortgage and the other Subordinate Loan Documents are and shall be subject

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and subordinate in all respects to the liens, terms, covenants and conditions of the Senior Security Instrument and the other Senior Loan Documents and to all advances heretofore made or which may hereafter be made pursuant to the Senior Security Instrument and the other Senior Loan Documents (including but not limited to, all sums advanced for the purposes of (A) protecting or further securing the lien of the Senior Security Instrument, curing defaults by Borrower under the Senior Loan Documents or for any other purpose expressly permitted by the Senior Loan Documents, or (B) constructing, renovating, repairing, furnishing, fixturing or equipping the Mortgaged Property).

(b) Subordination of Subrogation Rights.

Subordinate Lender agrees that if, by reason of its payment of real estate taxes or other monetary obligations of Borrower, or by reason of its exercise of any other right or remedy under the Subordinate Loan Documents, it acquires by right of subrogation or otherwise a lien on the Mortgaged Property which (but for this subsection) would be senior to the lien of the Senior Security Instrument, then, in that event, such lien shall be subject and subordinate to the lien of the Senior Security Instrument.

(c) Payments Before Senior Loan Default.

Until Subordinate Lender receives a Default Notice (or otherwise acquires actual knowledge) of a Senior Loan Default, Subordinate Lender shall be entitled to retain for its own account all payments made under or pursuant to the Subordinate Loan Documents.

(d) Payments After Senior Loan Default.

Borrower agrees that, after it receives a Default Notice (or otherwise acquires knowledge) of a Senior Loan Default, it will not make any payments under or pursuant to the Subordinate Loan Documents (including but not limited to principal, interest, additional interest, late payment charges, default interest, attorneys' fees, or any other sums secured by the Subordinate Loan Documents) without Senior Lender's prior written consent. Subordinate Lender agrees that, after it receives a Default Notice from Senior Lender with written instructions directing Subordinate Lender not to accept payments from Borrower on account of the Subordinate Loan, it will not accept any payments under or pursuant to the Subordinate Loan Documents (including but not limited to principal, interest, additional interest, late payment charges, default interest, attorneys' fees, or any other sums secured by the Subordinate Loan Documents) without Senior Lender's prior written consent. If Subordinate Lender receives written notice from Senior Lender that the Senior Loan Default which gave rise to Subordinate Lender's obligation not to accept payments has been cured, waived, or otherwise suspended by Senior Lender, the restrictions on payment to Subordinate Lender in this Section 5 shall terminate, and Senior Lender shall have no right to any subsequent payments made to Subordinate Lender by Borrower prior to Subordinate Lender's receipt of a new Default Notice from Senior Lender in accordance with the provisions of this Section 5(d).

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(e) Remitting Subordinate Loan Payments to Senior Lender.

If, after Subordinate Lender receives a Default Notice from Senior Lender in accordance with Section 5(d), Subordinate Lender receives any payments under the Subordinate Loan Documents, Subordinate Lender agrees that such payment or other distribution will be received and held in trust for Senior Lender and unless Senior Lender otherwise notifies Subordinate Lender in writing, will be promptly remitted, in kind to Senior Lender, properly endorsed to Senior Lender, to be applied to the principal of, interest on and other amounts due under the Senior Loan Documents in accordance with the provisions of the Senior Loan Documents. By executing this Agreement, Borrower specifically authorizes Subordinate Lender to endorse and remit any such payments to Senior Lender, and specifically waives any and all rights to have such payments returned to Borrower or credited against the Subordinate Loan. Borrower and Senior Lender acknowledge and agree that payments received by Subordinate Lender, and remitted to Senior Lender under this Section 5, shall not be applied or otherwise credited against the Subordinate Loan, nor shall the tender of such payment to Senior Lender waive any Subordinate Loan Default which may arise from the inability of Subordinate Lender to retain such payment or apply such payment to the Subordinate Loan.

(f) Notice of Payment from Other Persons.

Subordinate Lender agrees to notify (telephonically or via email, followed by written notice) Senior Lender of Subordinate Lender's receipt from any Person other than Borrower of a payment with respect to Borrower's obligations under the Subordinate Loan Documents, promptly after Subordinate Lender obtains knowledge of such payment.

(g) Agreement Not to Commence Bankruptcy Proceeding.

Subordinate Lender agrees that during the term of this Agreement it will not commence, or join with any other creditor in commencing any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings against or with respect to Borrower, without Senior Lender's prior written consent.

6. Default Under Subordinate Loan Documents.

(a) Notice of Subordinate Loan Default and Cure Rights.

Subordinate Lender shall deliver to Senior Lender a Default Notice within five (5) Business Days in each case where Subordinate Lender has given a Default Notice to Borrower. Failure of Subordinate Lender to send a Default Notice to Senior Lender shall not prevent the exercise of Subordinate Lender's rights and remedies under the Subordinate Loan Documents, subject to the provisions of this Agreement. Senior Lender shall have the right, but not the obligation, to cure any Subordinate Loan Default within sixty (60) days following the date of such notice; provided, however that Subordinate Lender shall be entitled, during such sixty (60) day period, to continue to pursue its rights and remedies under the Subordinate Loan Documents. All amounts paid by Senior Lender in accordance with the Senior Loan Documents to cure a Subordinate Loan Default shall be deemed to have been advanced by Senior Lender

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pursuant to, and shall be secured by, the Senior Loan Agreement and the lien of, the Senior Security Instrument.

(b) Subordinate Lender's Exercise of Remedies After Notice to Senior Lender.

If a Subordinate Loan Default occurs and is continuing, Subordinate Lender agrees that, without Senior Lender's prior written consent, it will not commence foreclosure proceedings with respect to the Mortgaged Property under the Subordinate Loan Documents or exercise any other rights or remedies it may have under the Subordinate Loan Documents, including, but not limited to accelerating the Subordinate Loan (and enforcing any "due on sale" provision included in the Subordinate Loan Documents), collecting rents, appointing (or seeking the appointment of) a receiver or exercising any other rights or remedies thereunder unless and until it has given Senior Lender at least sixty (60) days prior written notice; during such sixty (60) day period, however, Subordinate Lender shall be entitled to exercise and enforce all other rights and remedies available to Subordinate Lender under the Subordinate Loan Documents and/or under applicable laws, including without limitation, rights to enforce covenants and agreements of Borrower relating to income, rent, or affordability restrictions contained in any land use restriction agreement.

(c) Cross Default.

Borrower and Subordinate Lender agree that a Subordinate Loan Default shall constitute a Senior Loan Default under the Senior Loan Documents and Senior Lender shall have the right to exercise all rights or remedies under the Senior Loan Documents in the same manner as in the case of any other Senior Loan Default. If Subordinate Lender notifies Senior Lender in writing that any Subordinate Loan Default of which Senior Lender has received a Default Notice has been cured or waived, as determined by Subordinate Lender in its sole discretion, then provided that Senior Lender has not conducted a sale of the Mortgaged Property pursuant to its rights under the Senior Loan Documents, any Senior Loan Default under the Senior Loan Documents arising solely from such Subordinate Loan Default shall be deemed cured, and the Senior Loan shall be reinstated, provided, however, that Senior Lender shall not be required to return or otherwise credit for the benefit of Borrower any default rate interest or other default related charges or payments received by Senior Lender during such Senior Loan Default.

7. Default Under Senior Loan Documents.

(a) Notice of Senior Loan Default and Cure Rights.

Senior Lender shall deliver to Subordinate Lender a Default Notice within five (5) Business Days in each case where Senior Lender has given a Default Notice to Borrower. Failure of Senior Lender to send a Default Notice to Subordinate Lender shall not prevent the exercise of Senior Lender's rights and remedies under the Senior Loan Documents, subject to the provisions of this Section 7(a), nor shall such failure constitute a default by Senior Lender under this Agreement. Subordinate Lender shall have the right, but not the obligation, to cure any such Senior Loan Default within sixty (60) days following the date of such Default Notice or the date on which Subordinate Lender otherwise acquires actual knowledge of Senior Loan Default;

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provided, however, that Senior Lender shall be entitled during such sixty (60) day period to continue to pursue its remedies under the Senior Loan Documents. Subordinate Lender may have up to ninety (90) days from the date of the Default Notice to cure a non-monetary default if during such ninety (90) day period Subordinate Lender keeps current all payments required by the Senior Loan Documents. In the event that such a non-monetary default creates an unacceptable level of risk relative to the Mortgaged Property, or Senior Lender's secured position relative to the Mortgaged Property, as determined by Senior Lender in its sole discretion, then Senior Lender may exercise during such ninety (90) day period all available rights and remedies to protect and preserve the Mortgaged Property and the rents, revenues and other proceeds from the Mortgaged Property. All amounts paid by Subordinate Lender to Senior Lender to cure a Senior Loan Default shall be deemed to have been advanced by Subordinate Lender pursuant to, and shall be secured by the Second Mortgage Loan Agreement and the lien of, the Subordinate Mortgage.

(b) Cross Default.

Subordinate Lender agrees that, notwithstanding any contrary provision contained in the Subordinate Loan Documents, a Senior Loan Default shall not constitute a default under the Subordinate Loan Documents if no other default occurred under the Subordinate Loan Documents until either (1) Senior Lender has accelerated the maturity of the Senior Loan, or (2) Senior Lender has taken affirmative action to exercise its rights under the Senior Loan Documents to collect rent, to appoint (or seek the appointment of) a receiver or to foreclose on (or to exercise a power of sale contained in) the Senior Loan Documents. At any time after a Senior Loan Default is determined to constitute a default under the Subordinate Loan Documents, Subordinate Lender shall be permitted to pursue its remedies for default under the Subordinate Loan Documents, subject to the restrictions and limitations of this Agreement. If at any time Borrower cures any Senior Loan Default to the satisfaction of Senior Lender, as evidenced by written notice from Senior Lender to Subordinate Lender, any default under the Subordinate Loan Documents arising from such Senior Loan Default shall be deemed cured and the Subordinate Loan shall be retroactively reinstated as if such Senior Loan Default had never occurred.

8. Conflict.

Borrower, Senior Lender and Subordinate Lender each agrees that, in the event of any conflict or inconsistency between the terms of the Senior Loan Documents, the Subordinate Loan Documents and the terms of this Agreement, the terms of this Agreement shall govern and control solely as to the following: (a) the relative priority of the security interests of Senior Lender and Subordinate Lender in the Mortgaged Property; (b) the timing of the exercise of remedies by Senior Lender and Subordinate Lender under the Senior Loan Documents and the Subordinate Loan Documents, respectively; and (c) solely as between Senior Lender and Subordinate Lender, the notice requirements, cure rights, and the other rights and obligations which Senior Lender and Subordinate Lender have agreed to as expressly provided in this Agreement. Borrower acknowledges that the terms and provisions of this Agreement shall not, and shall not be deemed to: extend Borrower's time to cure any Senior Loan Default or

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Subordinate Loan Default, as the case may be; give Borrower the right to notice of any Senior Loan Default or Subordinate Loan Default, as the case may be other than that, if any, provided, respectively under the Senior Loan Documents or the Subordinate Loan Documents; or create any other right or benefit for Borrower as against Senior Lender or Subordinate Lender.

9. Rights and Obligations of Subordinate Lender Under the Subordinate Loan Documents and of Senior Lender under the Senior Loan Documents.

Subject to each of the other terms of this Agreement, all of the following provisions shall supersede any provisions of the Subordinate Loan Documents covering the same subject matter:

(a) Protection of Security Interest.

Subordinate Lender shall not, without the prior written consent of Senior Lender in each instance, take any action which has the effect of increasing the indebtedness outstanding under, or secured by, the Subordinate Loan Documents, except that Subordinate Lender shall have the right to advance funds to cure Senior Loan Defaults pursuant to Section 7(a) and advance funds pursuant to the Subordinate Loan Documents for the purpose of paying real estate taxes and insurance premiums, making necessary repairs to the Mortgaged Property and curing other defaults by Borrower under the Subordinate Loan Documents.

(b) Condemnation or Casualty.

In the event of: a taking or threatened taking by condemnation or other exercise of eminent domain of all or a portion of the Mortgaged Property (collectively, a "**Taking**"); or the occurrence of a fire or other casualty resulting in damage to all or a portion of the Mortgaged Property (collectively, a "**Casualty**"), at any time or times when the Senior Security Instrument remains a lien on the Mortgaged Property the following provisions shall apply:

(1) Subordinate Lender hereby agrees that its rights (under the Subordinate Loan Documents or otherwise) to participate in any proceeding or action relating to a Taking and/or a Casualty, or to participate or join in any settlement of, or to adjust, any claims resulting from a Taking or a Casualty shall be and remain subject and subordinate in all respects to Senior Lender's rights under the Senior Loan Documents with respect thereto, and Subordinate Lender shall be bound by any settlement or adjustment of a claim resulting from a Taking or a Casualty made by Senior Lender; provided, however, this subsection and/or anything contained in this Agreement shall not limit the rights of Subordinate Lender to file any pleadings, documents, claims or notices with the appropriate court with jurisdiction over the proposed Taking and/or Casualty; and

(2) all proceeds received or to be received on account of a Taking or a Casualty, or both, shall be applied (either to payment of the costs and expenses of repair and restoration or to payment of the Senior Loan) in the manner determined by Senior Lender in its sole discretion; provided, however, that if Senior Lender elects to apply such proceeds to payment of the principal of, interest on and other amounts payable under the Senior Loan, any proceeds remaining after the satisfaction in full of the

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principal of, interest on and other amounts payable under the Senior Loan shall be paid to, and may be applied by, Subordinate Lender in accordance with the applicable provisions of the Subordinate Loan Documents, provided however, Senior Lender agrees to consult with Subordinate Lender in determining the application of Casualty proceeds, provided further however that in the event of any disagreement between Senior Lender and Subordinate Lender over the application of Casualty proceeds, the decision of Senior Lender, in its sole discretion, shall prevail.

(c) Insurance.

Subordinate Lender agrees that all original policies of insurance required pursuant to the Senior Security Instrument shall be held by Senior Lender. The preceding sentence shall not preclude Subordinate Lender from requiring that it be named as a loss payee, as its interest may appear, under all policies of property damage insurance maintained by Borrower with respect to the Mortgaged Property, provided such action does not affect the priority of payment of the proceeds of property damage insurance under the Senior Security Instrument, or that it be named as an additional insured under all policies of liability insurance maintained by Borrower with respect to the Mortgaged Property.

(d) No Modification of Subordinate Loan Documents.

Borrower and Subordinate Lender each agree that, until the principal of, interest on and all other amounts payable under the Senior Loan Documents have been paid in full, it will not, without the prior written consent of Senior Lender in each instance, increase the amount of the Subordinate Loan, increase the required payments due under the Subordinate Loan, decrease the term of the Subordinate Loan, increase the interest rate on the Subordinate Loan, or otherwise amend the Subordinate Loan terms in a manner that creates an adverse effect upon Senior Lender under the Senior Loan Documents. Any unauthorized amendment of the Subordinate Loan Documents or assignment of Subordinate Lender's interest in the Subordinate Loan without Senior Lender's consent shall be void ab initio and of no effect whatsoever.

10. Modification or Refinancing of Senior Loan.

Subordinate Lender consents to any agreement or arrangement in which Senior Lender waives, postpones, extends, reduces or modifies any provisions of the Senior Loan Documents, including any provision requiring the payment of money. Subordinate Lender further agrees that its agreement to subordinate hereunder shall extend to any new mortgage debt which is for the purpose of refinancing all or any part of the Senior Loan (including reasonable and necessary costs associated with the closing and/or the refinancing); and that all the terms and covenants of this Agreement shall inure to the benefit of any holder of any such refinanced debt; and that all references to the Senior Loan, the Senior Note, the Senior Loan Agreement, the Senior Security Instrument, the Senior Loan Documents and Senior Lender shall mean, respectively, the refinance loan, the refinance note loan agreement, the mortgage securing the refinance note, all documents evidencing securing or otherwise pertaining to the refinance note and the holder of the refinance note.

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11. Default by Subordinate Lender or Senior Lender.

If Subordinate Lender or Senior Lender defaults in performing or observing any of the terms, covenants or conditions to be performed or observed by it under this Agreement, the other, non-defaulting lender shall have the right to all available legal and equitable relief.

12. Reinstatement.

To the extent that Borrower makes a payment to Senior Lender or Senior Lender receives any payment or proceeds of the collateral securing the Senior Loan for Borrower's benefit, which payment or proceeds or any part thereof are subsequently invalidated, declared to be fraudulent or preferential, set aside and/or required to be repaid to a trustee, receiver or any other party under any bankruptcy law, state or federal law, common law or equitable doctrine, then, to the extent of such payment or proceeds received and not retained by Senior Lender, Subordinate Lender's obligations intended to be satisfied thereby and this Agreement shall be reinstated and continue in full force and effect until full and final payment shall have been made to Senior Lender. Subordinate Lender agrees to hold in trust for Senior Lender and promptly remit to Senior Lender any payments received by Subordinate Lender after such invalidated, rescinded or returned payment was originally made.

13. Notices.

(a) Process of Serving Notice.

All notices under this Agreement shall be:

(1) in writing and shall be:

(A) delivered, in person;

(B) mailed, postage prepaid, either by registered or certified delivery, return receipt requested;

(C) sent by overnight courier; or

(D) sent by electronic mail with originals to follow by overnight courier;

(2) addressed to the intended recipient at the address(es) below the signature block, as applicable; and

(3) deemed given on the earlier to occur of:

(A) the date when the notice is received by the addressee; or

(B) if the recipient refuses or rejects delivery, the date on which the notice is so refused or rejected, as conclusively established by the records of the

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United States Postal Service or any express courier service.

(b) Change of Address.

Any party to Agreement may change the address to which notices intended for it are to be directed by means of notice given to the other parties identified in this Agreement.

(c) Receipt of Notices.

Senior Lender, Subordinate Lender or Borrower shall not refuse or reject delivery of any notice given in accordance with this Agreement. Each party is required to acknowledge, in writing, the receipt of any notice upon request by the other party.

14. General.

(a) Assignment/Successors.

This Agreement shall be binding upon Borrower, Senior Lender and Subordinate Lender and shall inure to the benefit of the respective legal successors, transferees and assigns of Borrower, Senior Lender and Subordinate Lender. Borrower shall not assign any of its rights and obligations under this Agreement without the prior written consent of Senior Lender.

(b) No Partnership or Joint Venture.

Senior Lender's permission for the placement of the Subordinate Loan does not constitute Senior Lender as a joint venturer or partner of Subordinate Lender. Neither party hereto shall hold itself out as a partner, agent or Affiliate of the other party hereto.

(c) Senior Lender's and Subordinate Lender's Consent.

Wherever Senior Lender's consent or approval is required by any provision of this Agreement, such consent or approval may be granted or denied by Senior Lender in its sole and absolute discretion, unless otherwise expressly provided in this Agreement. Wherever Subordinate Lender's consent or approval is required by any provision of this Agreement, such consent or approval may be granted or denied by Subordinate Lender in its sole and absolute discretion, unless otherwise expressly provided in this Agreement.

(d) Further Assurances.

Subordinate Lender, Senior Lender and Borrower each agrees, at Borrower's expense, to execute and deliver all additional instruments and/or documents reasonably required by any other party to this Agreement in order to evidence that the Subordinate Mortgage is subordinate to the lien, covenants and conditions of the Senior Loan Documents, or to further evidence the intent of this Agreement.

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(e) Amendment.

This Agreement shall not be amended except by written instrument signed by all parties hereto.

(f) Governing Law.

This Agreement shall be governed by the laws of the jurisdiction in which the Mortgaged Property is located without giving effect to any choice of law provisions thereof that would result in the application of the laws of another jurisdiction. Senior Lender, Subordinate Lender and Borrower agree that any controversy arising under or in relation to this Security Instrument shall be litigated exclusively in the jurisdiction in which the Mortgaged Property is located. The state and federal courts and authorities with jurisdiction in such locale shall have exclusive jurisdiction over all controversies that arise under or in relation to this Agreement. The parties hereto irrevocably consent to service, jurisdiction, and venue of such courts for any such litigation and waive any other venue to which any might be entitled by virtue of domicile, habitual residence or otherwise.

(g) Severable Provisions.

If any provision of this Agreement shall be invalid or unenforceable to any extent, then the other provisions of this Agreement, shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

(h) Term.

The term of this Agreement shall commence on the date hereof and shall continue until the earliest to occur of the following events: (1) the payment in full of the principal of, interest on and other amounts payable under the Senior Loan Documents; (2) the payment in full of the principal of, interest on and other amounts payable under the Subordinate Loan Documents, other than by reason of payments which Subordinate Lender is obligated to remit to Senior Lender pursuant to Section 5 hereof; (3) the acquisition by Senior Lender of title to the Mortgaged Property pursuant to a foreclosure or a deed in lieu of foreclosure of, or the exercise of a power of sale contained in, the Senior Loan Documents; or (4) the acquisition by Subordinate Lender of title to the Mortgaged Property pursuant to a foreclosure or a deed in lieu of foreclosure of, or the exercise of a power of sale contained in, the Subordinate Loan Documents, but only if such acquisition of title does not violate any of the terms of this Agreement.

(i) Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall be considered an original for all purposes; provided, however, that all such counterparts shall together constitute one (1) and the same instrument.

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(j) Sale of Senior Loan.

Nothing in this Agreement shall limit Senior Lender's (including any assignee or transferee of Senior Lender) right to sell or transfer the Senior Loan, or any interest in the Senior Loan. The Senior Loan or a partial interest in the Senior Loan (together with this Agreement and the other Loan Documents) may be sold one or more times without prior notice to Borrower.

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IN WITNESS WHEREOF, Borrower, Senior Lender and Subordinate Lender have signed and delivered this Agreement under seal (where applicable) or have caused this Agreement to be signed and delivered under seal (where applicable) by a duly authorized representative. Where applicable law so provides, Borrower, Senior Lender and Subordinate Lender intend that this Agreement shall be deemed to be signed and delivered as a sealed instrument.

SENIOR LENDER:
BELLWETHER ENTERPRISE REAL ESTATE CAPITAL, LLC
an Ohio limited liability company

By: _____
Robert Morton
Senior Vice President

STATE OF INDIANA]
] ss:
COUNTY OF _____]

On _____ ____, 2023, before me, _____, personally appeared Robert Morton, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Indiana that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature: _____ (SEAL)

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SUBORDINATE LENDER:
COUNTY OF MARIPOSA,
a political subdivision of the State of California

By: _____
Miles Menetrey
Board Chair

ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss
COUNTY OF _____)

On _____, 2023, before me, _____, Notary Public, personally appeared Miles Menetrey, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

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BORROWER:
CREEKSIDE TERRACE, L.P.,
a California limited partnership

By: CREEKSIDE TERRACE LLC,
a California limited liability company,
its General Partner

By: SELF-HELP ENTERPRISES,
a California nonprofit public benefit corporation,
its sole Member and Manager

By: _____
Thomas J. Collishaw
President and CEO

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of _____)

On _____ __, 2023, before me, _____
personally appeared Thomas J. Collishaw, President and CEO of SELF-HELP ENTERPRISES, a California nonprofit public benefit corporation, the sole Member and Manager of CREEKSIDE TERRACE LLC, a California limited liability company, General Partner of CREEKSIDE TERRACE, L.P., a California limited partnership, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ **(Seal)**

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EXHIBIT A

All that real property situated in the State of California, County of Mariposa and described as follows:

All that certain real property situated in Projected Section 22, Township 5 South, Range 18 East, M.D.B.&M., Rancho Las Mariposas, County of Mariposa, State of California, said tract of land more particularly described as follows:

Beginning at Corner No. 1, of that tract known as "Fournier Garden" as described in Grant Deed to Self Help Enterprises, a California Corporation, recorded as Document No. 20200757 on February 28th, 2020 in Mariposa County Official Records and herein after called Deed 1, on the Westside of Mariposa Creek, from whence the NE corner of Projected Section 22, Township 5 South, Range 18 East, M.D.B.&M. (as said Section, Township and Range are so designated in Patent to John C.Fremont of the tract known as Las Mariposas Grant, in Book "M" of Patents, at pages 1 to 17, Mariposa County Records) bears N. 25° 05' E. a distance of 383.37 feet, and running thence the following 10 courses:

•N. 38° 30' 40" E. a distance of 71.09 feet;

•N. 54° 44' 09" W. a distance of 126.56 feet to a point on a 120.00 foot radius tangent curve concave southerly;

•Thence along said 120.00 foot radius curve through a delta angle of 28° 17' 58" and an arc distance of 59.27 feet to the point of tangency;

•Thence N. 83° 02' 08" W. a distance of 52.77 feet;

•Thence S. 27° 36' 28" W. a distance of 92.41 feet to a point on the northerly line of said Fournier Garden;

•Thence N. 70° 25' 15" W. along the northerly line of said Fournier Garden a distance of 335.13 feet to Corner No. 2 of Document No. 20200757 (herein after called "Deed 1") (N. 76° 26' W per Deed 1);

Thence along the boundary of said Fournier Garden the following 4 courses:

•S. 20° 18' 58" W. a distance of 171.46 feet (S. 19° 42' W. a distance of 171.42 feet per Deed 1) to Corner No. 3 of Deed 1;

•Thence S. 64° 22' 51" E. a distance of 262.83 feet (S. 64° 10 W. a distance of 261.27 feet per Deed 1) to Corner No. 4 of Deed 1;

•Thence S. 76° 00’ 57” E. a distance of 309.71 feet (S. 76° 31 S. distance of 309.53 feet per Deed 1 to Corner No. 5 of Deed 1;

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•Thence N. 16° 02' 28" E. a distance of 169.23 feet (N. 16° 04' E. per Deed 1) to the Point of Beginning.

The Land is shown and described in that certain Certificate of Compliance for Lot Line Adjustment No. 2020-166, approved by the County of Mariposa, recorded March 19, 2021, as Instrument No. 20211362 of Official Records.

Together with a 60.00 foot wide non-exclusive easement for pedestrian and vehicular ingress, egress and access, and Public Road and Public Utilities as described in that certain GRANT OF EASEMENTS FOR INGRESS AND EGRESS, CONSTRUCTION, MAINTENANCE, REPAIR AND UTILITIES by and between Jenifer Z. Canter ("Grantor") and Creekside Terrace, L.P., a California limited partnership ("Grantee") recorded April 9, 2021 as Document No. 20211730, Mariposa County Official Records.

Also Together with a non-exclusive easement for pedestrian and vehicular ingress, egress and access and Public Road and Public Utilities with a maximum width of 36.00 feet as described in that certain GRANT OF EASEMENTS FOR INGRESS AND EGRESS, CONSTRUCTION, MAINTENANCE, REPAIR AND UTILITIES by and between Brian D. Shoor and Jennifer Shoor ("Grantor") and Creekside Terrace, L.P., a California limited partnership ("Grantee") recorded April 9, 2021 as Document No. 20211731, Mariposa County Official Records.

Also Together with a non-exclusive road easement and a non-exclusive access easement as described in Parcel Map recorded in Book 12 of Parcel Maps at Page 19.

Attachment: 64. WPC Subordination Agt v3(1) (RES-2023-134 : Creekside Terrace Permanent Financing)

Attachment: 46. IIG Subordination Agt v3(1) (RES-2023-134 : Creekside Terrace Permanent Financing)

Prepared by and after recording return to:

James R. Peck, Esq.
Tiber Hudson LLC
35773 Bowen Place
Hillsboro, VA 20132

SUBORDINATION AGREEMENT
(Creekside Terrace)

This SUBORDINATION AGREEMENT (this "**Agreement**") is entered into as of March ___, 2023, by and among (i) **BELLWETHER ENTERPRISE REAL ESTATE CAPITAL, LLC**, an Ohio limited liability company ("**Senior Lender**"), (ii) **COUNTY OF MARIPOSA,** a political subdivision of the state of California ("**Subordinate Lender**"), and (iii) **CREEKSIDE TERRACE, L.P.**, a California limited partnership ("**Borrower**").

RECITALS:

A. Pursuant to that certain Loan Agreement dated as of March ____, 2023, by and between Borrower and Senior Lender (as amended, restated, replaced, supplemented or otherwise modified from time to time, the "**Senior Loan Agreement**"), Senior Lender has agreed to make a loan to Borrower in the original principal amount of **Three Million Seventy-Six Thousand Six Hundred Forty and No Hundredths Dollars ($3,076,640.00)** (the "**Senior Loan**"), as evidenced by that certain Promissory Note dated as of March _____, 2023, executed by Borrower and made payable to the order of Senior Lender in the amount of the Senior Loan (as amended, restated, replaced, supplemented or otherwise modified from time to time, the "**Senior Note**").

B. In addition to the Senior Loan Agreement, the Senior Loan and the Senior Note are also secured by a certain Deed of Trust with Assignment of Leases and Rents dated as of March _____, 2023 (as amended, restated, replaced, supplemented or otherwise modified from time to time, the "**Senior Security Instrument**"), encumbering the property described in the Senior Security Instrument as the "**Mortgaged Property**."

C. Borrower has requested Senior Lender to permit that certain subordinate loan in the amount of $**1,953,100.00** (the "**Subordinate Loan**") from Subordinate Lender to Borrower

and to allow the Subordinate Loan to be secured by a mortgage lien against the Mortgaged Property.

D. Senior Lender has agreed to permit the Subordinate Loan and to allow the subordinate mortgage lien against the Mortgaged Property subject to all of the conditions contained in this Agreement.

AGREEMENTS:

NOW, THEREFORE, in order to induce Senior Lender to permit the Subordinate Loan to Borrower and to allow a subordinate mortgage lien against the Mortgaged Property, and in consideration thereof, Senior Lender, Subordinate Lender and Borrower agree as follows:

1. Recitals.

The recitals set forth above are incorporated herein by reference.

2. Definitions.

In addition to the terms defined in the Recitals to this Agreement, for purposes of this Agreement the following terms have the respective meanings set forth below:

"**Affiliate**" means, when used with respect to a Person, any corporation, partnership, joint venture, limited liability company, limited liability partnership, trust or individual controlled by, under common control with, or which controls such Person (the term "control" for these purposes shall mean the ability, whether by the ownership of shares or other equity interests, by contract or otherwise, to elect a majority of the directors of a corporation, to make management decisions on behalf of, or independently to select the managing partner of, a partnership, or otherwise to have the power independently to remove and then select a majority of those individuals exercising managerial authority over an entity, and control shall be conclusively presumed in the case of the ownership of fifty percent (50%) or more of the equity interests).

"**Borrower**" means the Person named as such in the first paragraph on page 1 of this Agreement, any successor or assign of Borrower, including without limitation, a receiver, trustee or debtor-in-possession and any other Person (other than Senior Lender) who acquires title to the Mortgaged Property after the date of this Agreement.

"**Business Day**" means any day other than Saturday, Sunday or a day on which Senior Lender is not open for business.

"**Default Notice**" means: (a) a copy of any written notice from Senior Lender to Borrower and Subordinate Lender stating that a Senior Loan Default has occurred under the Senior Loan Documents; or (b) a copy of the written notice from Subordinate Lender to Borrower and Senior Lender stating that a Subordinate Loan Default has occurred under the Subordinate Loan Documents. Each Default Notice shall specify the default upon which such Default Notice is based.

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"**Person**" means an individual, an estate, a trust, a corporation, a partnership, a limited liability company or any other organization or entity (whether governmental or private).

"**Senior Lender**" means the Person named as such in the first paragraph on Page 1 of this Agreement, its successors and assigns and any other Person who becomes the legal holder of the Senior Loan after the date of this Agreement.

"**Senior Loan Default**" means the occurrence of an "Event of Default" as that term is defined in the Senior Loan Documents.

"**Senior Loan Documents**" means the Senior Security Instrument, the Senior Note, the Senior Loan Agreement and all other "Loan Documents" as that term is defined in the Senior Loan Agreement.

"**Subordinate Lender**" means the Person named as such in the first paragraph on page 1 of this Agreement, any successor or assign of Subordinate Lender, including without limitation, a receiver, trustee or debtor-in-possession and any other Person who becomes the legal holder of the Subordinate Note after the date of this Agreement.

"**Subordinate Loan Agreement**" means the Loan Agreement dated as of April 6, 2021, by and between Borrower and Subordinate Lender.

"**Subordinate Loan Default**" means a default by Borrower in performing or observing any of the terms, covenants or conditions in the Subordinate Loan Documents to be performed or observed by it, which continues beyond any applicable period provided in the Subordinate Loan Documents for curing the default.

"**Subordinate Loan Documents**" means the Subordinate Note, the Subordinate Mortgage, the the Subordinate Loan Agreement and all other documents evidencing, securing or otherwise executed and delivered in connection with the Subordinate Loan.

"**Subordinate Mortgage**" means the Deed Of Trust, Assignment of Rents, Security Agreement and Fixture Filing encumbering the Mortgaged Property as security for the Subordinate Loan, which Subordinate Lender caused to be recorded among the applicable land records on April 20, 2021 as Document No. 20211905.

"**Subordinate Note**" means the promissory note dated as of April 6, 2021, and issued by Borrower to Subordinate Lender, or order, to evidence the Subordinate Loan.

3. Permission to Place Mortgage Lien Against Mortgaged Property.

Senior Lender agrees, notwithstanding the prohibition against inferior liens on the Mortgaged Property contained in the Senior Loan Documents and subject to the provisions of this Agreement, to permit Subordinate Lender to record the Subordinate Mortgage and other recordable Subordinate Loan Documents against the Mortgaged Property to secure Borrower's

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obligation to repay the Subordinate Note and all other obligations, indebtedness and liabilities of Borrower to Subordinate Lender under and in connection with the Subordinate Loan.

4. Borrower's and Subordinate Lender's Representations and Warranties.

Borrower and Subordinate Lender each makes the following representations and warranties to Senior Lender:

(a) Subordinate Loan Documents.

The Subordinate Loan is evidenced by the Subordinate Note and is secured by the Subordinate Mortgage, the Subordinate Loan Agreement and the Subordinate Loan Documents.

(b) Relationship of Borrower to Subordinate Lender and Senior Lender.

Subordinate Lender is not an Affiliate of Borrower and is not in possession of any facts which would lead it to believe that Senior Lender is an Affiliate of Borrower.

(c) Term.

The term of the Subordinate Note does not end before the stated term of the Senior Note.

(d) Subordinate Loan Documents.

The executed Subordinate Loan Documents are substantially in the same forms as those submitted to, and approved by, Senior Lender prior to the date of this Agreement. Upon execution and delivery of the Subordinate Loan Documents, Borrower shall deliver to Senior Lender an executed copy of each of the Subordinate Loan Documents, certified to be true, correct and complete.

(e) Senior Loan Documents.

Upon execution and delivery of the Senior Loan Documents, Borrower shall deliver to Subordinate Lender an executed copy of each of the Senior Loan Documents, certified to be true, correct and complete.

5. Terms of Subordination.

(a) Agreement to Subordinate.

Senior Lender and Subordinate Lender agree that (1) the indebtedness evidenced by the Subordinate Loan Documents is and shall be subordinated in right of payment, to the extent and in the manner provided in this Agreement, to the prior payment in full of the Indebtedness evidenced by the Senior Loan Documents, and (2) the liens, terms, covenants and conditions of the Subordinate Mortgage and the other Subordinate Loan Documents are and shall be subject and subordinate in all respects to the liens, terms, covenants and conditions of the Senior Security Instrument and the other Senior Loan Documents and to all advances heretofore made

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or which may hereafter be made pursuant to the Senior Security Instrument and the other Senior Loan Documents (including but not limited to, all sums advanced for the purposes of (A) protecting or further securing the lien of the Senior Security Instrument, curing defaults by Borrower under the Senior Loan Documents or for any other purpose expressly permitted by the Senior Loan Documents, or (B) constructing, renovating, repairing, furnishing, fixturing or equipping the Mortgaged Property).

(b) Subordination of Subrogation Rights.

Subordinate Lender agrees that if, by reason of its payment of real estate taxes or other monetary obligations of Borrower, or by reason of its exercise of any other right or remedy under the Subordinate Loan Documents, it acquires by right of subrogation or otherwise a lien on the Mortgaged Property which (but for this subsection) would be senior to the lien of the Senior Security Instrument, then, in that event, such lien shall be subject and subordinate to the lien of the Senior Security Instrument.

(c) Payments Before Senior Loan Default.

Until Subordinate Lender receives a Default Notice (or otherwise acquires actual knowledge) of a Senior Loan Default, Subordinate Lender shall be entitled to retain for its own account all payments made under or pursuant to the Subordinate Loan Documents.

(d) Payments After Senior Loan Default.

Borrower agrees that, after it receives a Default Notice (or otherwise acquires knowledge) of a Senior Loan Default, it will not make any payments under or pursuant to the Subordinate Loan Documents (including but not limited to principal, interest, additional interest, late payment charges, default interest, attorneys' fees, or any other sums secured by the Subordinate Loan Documents) without Senior Lender's prior written consent. Subordinate Lender agrees that, after it receives a Default Notice from Senior Lender with written instructions directing Subordinate Lender not to accept payments from Borrower on account of the Subordinate Loan, it will not accept any payments under or pursuant to the Subordinate Loan Documents (including but not limited to principal, interest, additional interest, late payment charges, default interest, attorneys' fees, or any other sums secured by the Subordinate Loan Documents) without Senior Lender's prior written consent. If Subordinate Lender receives written notice from Senior Lender that the Senior Loan Default which gave rise to Subordinate Lender's obligation not to accept payments has been cured, waived, or otherwise suspended by Senior Lender, the restrictions on payment to Subordinate Lender in this Section 5 shall terminate, and Senior Lender shall have no right to any subsequent payments made to Subordinate Lender by Borrower prior to Subordinate Lender's receipt of a new Default Notice from Senior Lender in accordance with the provisions of this Section 5(d).

(e) Remitting Subordinate Loan Payments to Senior Lender.

If, after Subordinate Lender receives a Default Notice from Senior Lender in accordance with Section 5(d), Subordinate Lender receives any payments under the Subordinate Loan

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Documents, Subordinate Lender agrees that such payment or other distribution will be received and held in trust for Senior Lender and unless Senior Lender otherwise notifies Subordinate Lender in writing, will be promptly remitted, in kind to Senior Lender, properly endorsed to Senior Lender, to be applied to the principal of, interest on and other amounts due under the Senior Loan Documents in accordance with the provisions of the Senior Loan Documents. By executing this Agreement, Borrower specifically authorizes Subordinate Lender to endorse and remit any such payments to Senior Lender, and specifically waives any and all rights to have such payments returned to Borrower or credited against the Subordinate Loan. Borrower and Senior Lender acknowledge and agree that payments received by Subordinate Lender, and remitted to Senior Lender under this Section 5, shall not be applied or otherwise credited against the Subordinate Loan, nor shall the tender of such payment to Senior Lender waive any Subordinate Loan Default which may arise from the inability of Subordinate Lender to retain such payment or apply such payment to the Subordinate Loan.

(f) Notice of Payment from Other Persons.

Subordinate Lender agrees to notify (telephonically or via email, followed by written notice) Senior Lender of Subordinate Lender's receipt from any Person other than Borrower of a payment with respect to Borrower's obligations under the Subordinate Loan Documents, promptly after Subordinate Lender obtains knowledge of such payment.

(g) Agreement Not to Commence Bankruptcy Proceeding.

Subordinate Lender agrees that during the term of this Agreement it will not commence, or join with any other creditor in commencing any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings against or with respect to Borrower, without Senior Lender's prior written consent.

6. Default Under Subordinate Loan Documents.

(a) Notice of Subordinate Loan Default and Cure Rights.

Subordinate Lender shall deliver to Senior Lender a Default Notice within five (5) Business Days in each case where Subordinate Lender has given a Default Notice to Borrower. Failure of Subordinate Lender to send a Default Notice to Senior Lender shall not prevent the exercise of Subordinate Lender's rights and remedies under the Subordinate Loan Documents, subject to the provisions of this Agreement. Senior Lender shall have the right, but not the obligation, to cure any Subordinate Loan Default within sixty (60) days following the date of such notice; provided, however that Subordinate Lender shall be entitled, during such sixty (60) day period, to continue to pursue its rights and remedies under the Subordinate Loan Documents. All amounts paid by Senior Lender in accordance with the Senior Loan Documents to cure a Subordinate Loan Default shall be deemed to have been advanced by Senior Lender pursuant to, and shall be secured by, the Senior Loan Agreement and the lien of, the Senior Security Instrument.

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(b) Subordinate Lender's Exercise of Remedies After Notice to Senior Lender.

If a Subordinate Loan Default occurs and is continuing, Subordinate Lender agrees that, without Senior Lender's prior written consent, it will not commence foreclosure proceedings with respect to the Mortgaged Property under the Subordinate Loan Documents or exercise any other rights or remedies it may have under the Subordinate Loan Documents, including, but not limited to accelerating the Subordinate Loan (and enforcing any "due on sale" provision included in the Subordinate Loan Documents), collecting rents, appointing (or seeking the appointment of) a receiver or exercising any other rights or remedies thereunder unless and until it has given Senior Lender at least sixty (60) days prior written notice; during such sixty (60) day period, however, Subordinate Lender shall be entitled to exercise and enforce all other rights and remedies available to Subordinate Lender under the Subordinate Loan Documents and/or under applicable laws, including without limitation, rights to enforce covenants and agreements of Borrower relating to income, rent, or affordability restrictions contained in any land use restriction agreement.

(c) Cross Default.

Borrower and Subordinate Lender agree that a Subordinate Loan Default shall constitute a Senior Loan Default under the Senior Loan Documents and Senior Lender shall have the right to exercise all rights or remedies under the Senior Loan Documents in the same manner as in the case of any other Senior Loan Default. If Subordinate Lender notifies Senior Lender in writing that any Subordinate Loan Default of which Senior Lender has received a Default Notice has been cured or waived, as determined by Subordinate Lender in its sole discretion, then provided that Senior Lender has not conducted a sale of the Mortgaged Property pursuant to its rights under the Senior Loan Documents, any Senior Loan Default under the Senior Loan Documents arising solely from such Subordinate Loan Default shall be deemed cured, and the Senior Loan shall be reinstated, provided, however, that Senior Lender shall not be required to return or otherwise credit for the benefit of Borrower any default rate interest or other default related charges or payments received by Senior Lender during such Senior Loan Default.

7. Default Under Senior Loan Documents.

(a) Notice of Senior Loan Default and Cure Rights.

Senior Lender shall deliver to Subordinate Lender a Default Notice within five (5) Business Days in each case where Senior Lender has given a Default Notice to Borrower. Failure of Senior Lender to send a Default Notice to Subordinate Lender shall not prevent the exercise of Senior Lender's rights and remedies under the Senior Loan Documents, subject to the provisions of this Section 7(a), nor shall such failure constitute a default by Senior Lender under this Agreement. Subordinate Lender shall have the right, but not the obligation, to cure any such Senior Loan Default within sixty (60) days following the date of such Default Notice or the date on which Subordinate Lender otherwise acquires actual knowledge of Senior Loan Default; provided, however, that Senior Lender shall be entitled during such sixty (60) day period to continue to pursue its remedies under the Senior Loan Documents. Subordinate Lender may

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have up to ninety (90) days from the date of the Default Notice to cure a non-monetary default if during such ninety (90) day period Subordinate Lender keeps current all payments required by the Senior Loan Documents. In the event that such a non-monetary default creates an unacceptable level of risk relative to the Mortgaged Property, or Senior Lender's secured position relative to the Mortgaged Property, as determined by Senior Lender in its sole discretion, then Senior Lender may exercise during such ninety (90) day period all available rights and remedies to protect and preserve the Mortgaged Property and the rents, revenues and other proceeds from the Mortgaged Property. All amounts paid by Subordinate Lender to Senior Lender to cure a Senior Loan Default shall be deemed to have been advanced by Subordinate Lender pursuant to, and shall be secured by the Second Mortgage Loan Agreement and the lien of, the Subordinate Mortgage.

(b) Cross Default.

Subordinate Lender agrees that, notwithstanding any contrary provision contained in the Subordinate Loan Documents, a Senior Loan Default shall not constitute a default under the Subordinate Loan Documents if no other default occurred under the Subordinate Loan Documents until either (1) Senior Lender has accelerated the maturity of the Senior Loan, or (2) Senior Lender has taken affirmative action to exercise its rights under the Senior Loan Documents to collect rent, to appoint (or seek the appointment of) a receiver or to foreclose on (or to exercise a power of sale contained in) the Senior Loan Documents. At any time after a Senior Loan Default is determined to constitute a default under the Subordinate Loan Documents, Subordinate Lender shall be permitted to pursue its remedies for default under the Subordinate Loan Documents, subject to the restrictions and limitations of this Agreement. If at any time Borrower cures any Senior Loan Default to the satisfaction of Senior Lender, as evidenced by written notice from Senior Lender to Subordinate Lender, any default under the Subordinate Loan Documents arising from such Senior Loan Default shall be deemed cured and the Subordinate Loan shall be retroactively reinstated as if such Senior Loan Default had never occurred.

8. Conflict.

Borrower, Senior Lender and Subordinate Lender each agrees that, in the event of any conflict or inconsistency between the terms of the Senior Loan Documents, the Subordinate Loan Documents and the terms of this Agreement, the terms of this Agreement shall govern and control solely as to the following: (a) the relative priority of the security interests of Senior Lender and Subordinate Lender in the Mortgaged Property; (b) the timing of the exercise of remedies by Senior Lender and Subordinate Lender under the Senior Loan Documents and the Subordinate Loan Documents, respectively; and (c) solely as between Senior Lender and Subordinate Lender, the notice requirements, cure rights, and the other rights and obligations which Senior Lender and Subordinate Lender have agreed to as expressly provided in this Agreement. Borrower acknowledges that the terms and provisions of this Agreement shall not, and shall not be deemed to: extend Borrower's time to cure any Senior Loan Default or Subordinate Loan Default, as the case may be; give Borrower the right to notice of any Senior Loan Default or Subordinate Loan Default, as the case may be other than that, if any, provided,

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respectively under the Senior Loan Documents or the Subordinate Loan Documents; or create any other right or benefit for Borrower as against Senior Lender or Subordinate Lender.

9. Rights and Obligations of Subordinate Lender Under the Subordinate Loan Documents and of Senior Lender under the Senior Loan Documents.

Subject to each of the other terms of this Agreement, all of the following provisions shall supersede any provisions of the Subordinate Loan Documents covering the same subject matter:

(a) Protection of Security Interest.

Subordinate Lender shall not, without the prior written consent of Senior Lender in each instance, take any action which has the effect of increasing the indebtedness outstanding under, or secured by, the Subordinate Loan Documents, except that Subordinate Lender shall have the right to advance funds to cure Senior Loan Defaults pursuant to Section 7(a) and advance funds pursuant to the Subordinate Loan Documents for the purpose of paying real estate taxes and insurance premiums, making necessary repairs to the Mortgaged Property and curing other defaults by Borrower under the Subordinate Loan Documents.

(b) Condemnation or Casualty.

In the event of: a taking or threatened taking by condemnation or other exercise of eminent domain of all or a portion of the Mortgaged Property (collectively, a "**Taking**"); or the occurrence of a fire or other casualty resulting in damage to all or a portion of the Mortgaged Property (collectively, a "**Casualty**"), at any time or times when the Senior Security Instrument remains a lien on the Mortgaged Property the following provisions shall apply:

(1) Subordinate Lender hereby agrees that its rights (under the Subordinate Loan Documents or otherwise) to participate in any proceeding or action relating to a Taking and/or a Casualty, or to participate or join in any settlement of, or to adjust, any claims resulting from a Taking or a Casualty shall be and remain subject and subordinate in all respects to Senior Lender's rights under the Senior Loan Documents with respect thereto, and Subordinate Lender shall be bound by any settlement or adjustment of a claim resulting from a Taking or a Casualty made by Senior Lender; provided, however, this subsection and/or anything contained in this Agreement shall not limit the rights of Subordinate Lender to file any pleadings, documents, claims or notices with the appropriate court with jurisdiction over the proposed Taking and/or Casualty; and

(2) all proceeds received or to be received on account of a Taking or a Casualty, or both, shall be applied (either to payment of the costs and expenses of repair and restoration or to payment of the Senior Loan) in the manner determined by Senior Lender in its sole discretion; provided, however, that if Senior Lender elects to apply such proceeds to payment of the principal of, interest on and other amounts payable under the Senior Loan, any proceeds remaining after the satisfaction in full of the principal of, interest on and other amounts payable under the Senior Loan shall be paid to, and may be applied by, Subordinate Lender in accordance with the applicable

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provisions of the Subordinate Loan Documents, provided however, Senior Lender agrees to consult with Subordinate Lender in determining the application of Casualty proceeds, provided further however that in the event of any disagreement between Senior Lender and Subordinate Lender over the application of Casualty proceeds, the decision of Senior Lender, in its sole discretion, shall prevail.

(c) Insurance.

Subordinate Lender agrees that all original policies of insurance required pursuant to the Senior Security Instrument shall be held by Senior Lender. The preceding sentence shall not preclude Subordinate Lender from requiring that it be named as a loss payee, as its interest may appear, under all policies of property damage insurance maintained by Borrower with respect to the Mortgaged Property, provided such action does not affect the priority of payment of the proceeds of property damage insurance under the Senior Security Instrument, or that it be named as an additional insured under all policies of liability insurance maintained by Borrower with respect to the Mortgaged Property.

(d) No Modification of Subordinate Loan Documents.

Borrower and Subordinate Lender each agree that, until the principal of, interest on and all other amounts payable under the Senior Loan Documents have been paid in full, it will not, without the prior written consent of Senior Lender in each instance, increase the amount of the Subordinate Loan, increase the required payments due under the Subordinate Loan, decrease the term of the Subordinate Loan, increase the interest rate on the Subordinate Loan, or otherwise amend the Subordinate Loan terms in a manner that creates an adverse effect upon Senior Lender under the Senior Loan Documents. Any unauthorized amendment of the Subordinate Loan Documents or assignment of Subordinate Lender's interest in the Subordinate Loan without Senior Lender's consent shall be void ab initio and of no effect whatsoever.

10. Modification or Refinancing of Senior Loan.

Subordinate Lender consents to any agreement or arrangement in which Senior Lender waives, postpones, extends, reduces or modifies any provisions of the Senior Loan Documents, including any provision requiring the payment of money. Subordinate Lender further agrees that its agreement to subordinate hereunder shall extend to any new mortgage debt which is for the purpose of refinancing all or any part of the Senior Loan (including reasonable and necessary costs associated with the closing and/or the refinancing); and that all the terms and covenants of this Agreement shall inure to the benefit of any holder of any such refinanced debt; and that all references to the Senior Loan, the Senior Note, the Senior Loan Agreement, the Senior Security Instrument, the Senior Loan Documents and Senior Lender shall mean, respectively, the refinance loan, the refinance note loan agreement, the mortgage securing the refinance note, all documents evidencing securing or otherwise pertaining to the refinance note and the holder of the refinance note.

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11. Default by Subordinate Lender or Senior Lender.

If Subordinate Lender or Senior Lender defaults in performing or observing any of the terms, covenants or conditions to be performed or observed by it under this Agreement, the other, non-defaulting lender shall have the right to all available legal and equitable relief.

12. Reinstatement.

To the extent that Borrower makes a payment to Senior Lender or Senior Lender receives any payment or proceeds of the collateral securing the Senior Loan for Borrower's benefit, which payment or proceeds or any part thereof are subsequently invalidated, declared to be fraudulent or preferential, set aside and/or required to be repaid to a trustee, receiver or any other party under any bankruptcy law, state or federal law, common law or equitable doctrine, then, to the extent of such payment or proceeds received and not retained by Senior Lender, Subordinate Lender's obligations intended to be satisfied thereby and this Agreement shall be reinstated and continue in full force and effect until full and final payment shall have been made to Senior Lender. Subordinate Lender agrees to hold in trust for Senior Lender and promptly remit to Senior Lender any payments received by Subordinate Lender after such invalidated, rescinded or returned payment was originally made.

13. Notices.

(a) Process of Serving Notice.

All notices under this Agreement shall be:

(1) in writing and shall be:

(A) delivered, in person;

(B) mailed, postage prepaid, either by registered or certified delivery, return receipt requested;

(C) sent by overnight courier; or

(D) sent by electronic mail with originals to follow by overnight courier;

(2) addressed to the intended recipient at the address(es) below the signature block, as applicable; and

(3) deemed given on the earlier to occur of:

(A) the date when the notice is received by the addressee; or

(B) if the recipient refuses or rejects delivery, the date on which the notice is so refused or rejected, as conclusively established by the records of the

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United States Postal Service or any express courier service.

(b) Change of Address.

Any party to Agreement may change the address to which notices intended for it are to be directed by means of notice given to the other parties identified in this Agreement.

(c) Receipt of Notices.

Senior Lender, Subordinate Lender or Borrower shall not refuse or reject delivery of any notice given in accordance with this Agreement. Each party is required to acknowledge, in writing, the receipt of any notice upon request by the other party.

14. General.

(a) Assignment/Successors.

This Agreement shall be binding upon Borrower, Senior Lender and Subordinate Lender and shall inure to the benefit of the respective legal successors, transferees and assigns of Borrower, Senior Lender and Subordinate Lender. Borrower shall not assign any of its rights and obligations under this Agreement without the prior written consent of Senior Lender.

(b) No Partnership or Joint Venture.

Senior Lender's permission for the placement of the Subordinate Loan does not constitute Senior Lender as a joint venturer or partner of Subordinate Lender. Neither party hereto shall hold itself out as a partner, agent or Affiliate of the other party hereto.

(c) Senior Lender's and Subordinate Lender's Consent.

Wherever Senior Lender's consent or approval is required by any provision of this Agreement, such consent or approval may be granted or denied by Senior Lender in its sole and absolute discretion, unless otherwise expressly provided in this Agreement. Wherever Subordinate Lender's consent or approval is required by any provision of this Agreement, such consent or approval may be granted or denied by Subordinate Lender in its sole and absolute discretion, unless otherwise expressly provided in this Agreement.

(d) Further Assurances.

Subordinate Lender, Senior Lender and Borrower each agrees, at Borrower's expense, to execute and deliver all additional instruments and/or documents reasonably required by any other party to this Agreement in order to evidence that the Subordinate Mortgage is subordinate to the lien, covenants and conditions of the Senior Loan Documents, or to further evidence the intent of this Agreement.

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(e) Amendment.

This Agreement shall not be amended except by written instrument signed by all parties hereto.

(f) Governing Law.

This Agreement shall be governed by the laws of the jurisdiction in which the Mortgaged Property is located without giving effect to any choice of law provisions thereof that would result in the application of the laws of another jurisdiction. Senior Lender, Subordinate Lender and Borrower agree that any controversy arising under or in relation to this Security Instrument shall be litigated exclusively in the jurisdiction in which the Mortgaged Property is located. The state and federal courts and authorities with jurisdiction in such locale shall have exclusive jurisdiction over all controversies that arise under or in relation to this Agreement. The parties hereto irrevocably consent to service, jurisdiction, and venue of such courts for any such litigation and waive any other venue to which any might be entitled by virtue of domicile, habitual residence or otherwise.

(g) Severable Provisions.

If any provision of this Agreement shall be invalid or unenforceable to any extent, then the other provisions of this Agreement, shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

(h) Term.

The term of this Agreement shall commence on the date hereof and shall continue until the earliest to occur of the following events: (1) the payment in full of the principal of, interest on and other amounts payable under the Senior Loan Documents; (2) the payment in full of the principal of, interest on and other amounts payable under the Subordinate Loan Documents, other than by reason of payments which Subordinate Lender is obligated to remit to Senior Lender pursuant to Section 5 hereof; (3) the acquisition by Senior Lender of title to the Mortgaged Property pursuant to a foreclosure or a deed in lieu of foreclosure of, or the exercise of a power of sale contained in, the Senior Loan Documents; or (4) the acquisition by Subordinate Lender of title to the Mortgaged Property pursuant to a foreclosure or a deed in lieu of foreclosure of, or the exercise of a power of sale contained in, the Subordinate Loan Documents, but only if such acquisition of title does not violate any of the terms of this Agreement.

(i) Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall be considered an original for all purposes; provided, however, that all such counterparts shall together constitute one (1) and the same instrument.

Attachment: 46. IIG Subordination Agt v3(1) (RES-2023-134 : Creekside Terrace Permanent Financing)

(j) Sale of Senior Loan.

Nothing in this Agreement shall limit Senior Lender's (including any assignee or transferee of Senior Lender) right to sell or transfer the Senior Loan, or any interest in the Senior Loan. The Senior Loan or a partial interest in the Senior Loan (together with this Agreement and the other Loan Documents) may be sold one or more times without prior notice to Borrower.

[Remainder of Page Intentionally Blank]

Attachment: 46. IIG Subordination Agt v3(1) (RES-2023-134 : Creekside Terrace Permanent Financing)

IN WITNESS WHEREOF, Borrower, Senior Lender and Subordinate Lender have signed and delivered this Agreement under seal (where applicable) or have caused this Agreement to be signed and delivered under seal (where applicable) by a duly authorized representative. Where applicable law so provides, Borrower, Senior Lender and Subordinate Lender intend that this Agreement shall be deemed to be signed and delivered as a sealed instrument.

SENIOR LENDER:
BELLWETHER ENTERPRISE REAL ESTATE CAPITAL, LLC
an Ohio limited liability company

By: _____
Robert Morton
Senior Vice President

STATE OF INDIANA]
] ss:
COUNTY OF _____]

On _____ ____, 2023, before me, _____, personally appeared Robert Morton, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Indiana that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature: _____ (SEAL)

Attachment: 46. IIG Subordination Agt v3(1) (RES-2023-134 : Creekside Terrace Permanent Financing)

SUBORDINATE LENDER:
COUNTY OF MARIPOSA,
a political subdivision of the State of California

By: _____
Miles Menetrey
Board Chair

ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss
COUNTY OF _____)

On _____, 2023, before me, _____, Notary Public, personally appeared Miles Menetrey, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

Attachment: 46. IIG Subordination Agt v3(1) (RES-2023-134 : Creekside Terrace Permanent Financing)

BORROWER:
CREEKSIDE TERRACE, L.P.,
a California limited partnership

By: CREEKSIDE TERRACE LLC,
a California limited liability company,
its General Partner

By: SELF-HELP ENTERPRISES,
a California nonprofit public benefit corporation,
its sole Member and Manager

By: _____
Thomas J. Collishaw
President and CEO

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of _____)

On _____ __, 2023, before me, _____
personally appeared Thomas J. Collishaw, President and CEO of SELF-HELP ENTERPRISES, a California nonprofit public benefit corporation, the sole Member and Manager of CREEKSIDE TERRACE LLC, a California limited liability company, General Partner of CREEKSIDE TERRACE, L.P., a California limited partnership, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ **(Seal)**

Attachment: 46. IIG Subordination Agt v3(1) (RES-2023-134 : Creekside Terrace Permanent Financing)

EXHIBIT A

All that real property situated in the State of California, County of Mariposa and described as follows:

All that certain real property situated in Projected Section 22, Township 5 South, Range 18 East, M.D.B.&M., Rancho Las Mariposas, County of Mariposa, State of California, said tract of land more particularly described as follows:

Beginning at Corner No. 1, of that tract known as "Fournier Garden" as described in Grant Deed to Self Help Enterprises, a California Corporation, recorded as Document No. 20200757 on February 28th, 2020 in Mariposa County Official Records and herein after called Deed 1, on the Westside of Mariposa Creek, from whence the NE corner of Projected Section 22, Township 5 South, Range 18 East, M.D.B.&M. (as said Section, Township and Range are so designated in Patent to John C.Fremont of the tract known as Las Mariposas Grant, in Book "M" of Patents, at pages 1 to 17, Mariposa County Records) bears N. 25° 05' E. a distance of 383.37 feet, and running thence the following 10 courses:

•N. 38° 30' 40" E. a distance of 71.09 feet;

•N. 54° 44' 09" W. a distance of 126.56 feet to a point on a 120.00 foot radius tangent curve concave southerly;

•Thence along said 120.00 foot radius curve through a delta angle of 28° 17' 58" and an arc distance of 59.27 feet to the point of tangency;

•Thence N. 83° 02' 08" W. a distance of 52.77 feet;

•Thence S. 27° 36' 28" W. a distance of 92.41 feet to a point on the northerly line of said Fournier Garden;

•Thence N. 70° 25' 15" W. along the northerly line of said Fournier Garden a distance of 335.13 feet to Corner No. 2 of Document No. 20200757 (herein after called "Deed 1") (N. 76° 26' W per Deed 1);

Thence along the boundary of said Fournier Garden the following 4 courses:

•S. 20° 18' 58" W. a distance of 171.46 feet (S. 19° 42' W. a distance of 171.42 feet per Deed 1) to Corner No. 3 of Deed 1;

•Thence S. 64° 22' 51" E. a distance of 262.83 feet (S. 64° 10 W. a distance of 261.27 feet per Deed 1) to Corner No. 4 of Deed 1;

•Thence S. 76° 00’ 57” E. a distance of 309.71 feet (S. 76° 31 S. distance of 309.53 feet per Deed 1 to Corner No. 5 of Deed 1;

Attachment: 46. IIG Subordination Agt v3(1) (RES-2023-134 : Creekside Terrace Permanent Financing)

•Thence N. 16° 02' 28" E. a distance of 169.23 feet (N. 16° 04' E. per Deed 1) to the Point of Beginning.

The Land is shown and described in that certain Certificate of Compliance for Lot Line Adjustment No. 2020-166, approved by the County of Mariposa, recorded March 19, 2021, as Instrument No. 20211362 of Official Records.

Together with a 60.00 foot wide non-exclusive easement for pedestrian and vehicular ingress, egress and access, and Public Road and Public Utilities as described in that certain GRANT OF EASEMENTS FOR INGRESS AND EGRESS, CONSTRUCTION, MAINTENANCE, REPAIR AND UTILITIES by and between Jenifer Z. Canter ("Grantor") and Creekside Terrace, L.P., a California limited partnership ("Grantee") recorded April 9, 2021 as Document No. 20211730, Mariposa County Official Records.

Also Together with a non-exclusive easement for pedestrian and vehicular ingress, egress and access and Public Road and Public Utilities with a maximum width of 36.00 feet as described in that certain GRANT OF EASEMENTS FOR INGRESS AND EGRESS, CONSTRUCTION, MAINTENANCE, REPAIR AND UTILITIES by and between Brian D. Shoor and Jennifer Shoor ("Grantor") and Creekside Terrace, L.P., a California limited partnership ("Grantee") recorded April 9, 2021 as Document No. 20211731, Mariposa County Official Records.

Also Together with a non-exclusive road easement and a non-exclusive access easement as described in Parcel Map recorded in Book 12 of Parcel Maps at Page 19.

Attachment: 46. IIG Subordination Agt v3(1) (RES-2023-134 : Creekside Terrace Permanent Financing)

FREE RECORDING IN ACCORDANCE WITH CALIFORNIA GOVERNMENT CODE SECTION 27383 and 27388.1.

RECORDING REQUESTED BY, AND WHEN RECORDED, MAIL TO:

State of California
Department of Housing and
Community Development
P. O. Box 952052
Sacramento, CA 94252-2052
Attn: **Legal Affairs Division**
18-NPLH-12678
19-NPLH-12812

SUBORDINATION AGREEMENT

NOTICE: THIS SUBORDINATION AGREEMENT RESULTS IN YOUR SECURITY INTEREST IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.

THIS SUBORDINATION AGREEMENT (the "Agreement") is dated as of March 1, 2023, for reference purposes only, and is entered into by and among County of Mariposa, a political subdivision of the State of California (the "Junior Lienholder") and Creekside Terrace, L.P., a California limited partnership (the "Borrower"), and the Department of Housing and Community Development, a public agency of the State of California (the "Senior Lender").

RECITALS

A. Borrower is the owner of fee simple interest in that real property described in Exhibit A attached hereto and made a part hereof (the "Property"). The Borrower has acquired and is rehabilitating a 42-unit multifamily residential rental development on the Property (the "Improvements"). The Property and the Improvements are sometimes referred to collectively as the "Development."

B. The Junior Lienholder has made a loan to the Borrower in the principal sum of Two Hundred Fifty Six Thousand and no/100 Dollars ($256,000.00) (the "Junior Lienholder Loan"). The Junior Lienholder Loan is evidenced by a certain promissory note (the “Junior Lienholder Note”), secured by a certain deed of trust (the “Junior Lienholder Deed of Trust”) recorded April 20, 2021, as Document No. 20211907 in the Official Records of Mariposa County, California (the “Official Records”), as amended by a certain Omnibus PLHA Loan

Attachment: Subord Agrmt 25, 33 County of Mariposa $561,557.00 (MY) (RES-2023-134 : Creekside Terrace Permanent Financing)

Amendment, in which references to the original principal amount of Two Hundred Fifty Six Thousand and no/100 Dollars ($256,000.00) will be amended and increased to the amount of Five Hundred Sixty One Thousand Five Hundred Fifty Seven and no/100 Dollars ($561,557.00) (the "Junior Lienholder Deed of Trust Amendment"). The Junior Lienholder Deed of Trust Amendment will be recorded concurrently herewith. The Junior Lienholder and Borrower have also entered into a regulatory agreement affecting the use of the Development, recorded on October 26, 2022, as Document No. 20223758 in the Official Records (the "Junior Lienholder Regulatory Agreement"). (The Junior Lienholder Deed of Trust, the Junior Lienholder Regulatory Agreement, the Junior Lienholder Deed of Trust Amendment, and all other documents evidencing or securing the Junior Lienholder Loan are collectively referred to herein as the "Junior Lienholder Documents.")

C. In order to finance the development of the Improvements, the Senior Lender has agreed to loan the Borrower a sum not to exceed Nine Hundred Eighteen Thousand One Hundred Fifty Three and no/100 Dollars ($918,153.00) (the " Competitive Loan"), subject to the terms and conditions of: (i) a regulatory agreement restricting the use and occupancy of the Development and the income derived therefrom which shall be dated as of even date herewith and recorded concurrently herewith as an encumbrance on the Property in the Official Records (the " Competitive Regulatory Agreement"), and (ii) other loan documents. The Competitive Loan will be evidenced by a promissory note (the " Competitive Note"), the repayment of which will be secured by, among other things, a deed of trust by Borrower as trustor, to Senior Lender as beneficiary recorded concurrently herewith as an encumbrance on the Property in the Official Records (the " Competitive Deed of Trust") and by such other security as is identified in other loan documents. The Competitive Regulatory Agreement, Competitive Note, Competitive Deed of Trust, and all other documents evidencing or securing the Competitive Loan are collectively referred to herein as the " Competitive Documents."

D. In order to finance the development of the Improvements, the Senior Lender has agreed to loan the Borrower a sum not to exceed Five Hundred Thousand and no/100 Dollars ($500,000.00) (the "Noncompetitive Loan"), subject to the terms and conditions of: (i) a regulatory agreement restricting the use and occupancy of the Development and the income derived therefrom which shall be dated as of even date herewith and recorded concurrently herewith as an encumbrance on the Property in the Official Records (the " Noncompetitive Regulatory Agreement"), and (ii) other loan documents. The Noncompetitive Loan will be evidenced by a promissory note (the " Noncompetitive Note"), the repayment of which will be secured by, among other things, a deed of trust by Borrower as trustor, to Senior Lender as beneficiary recorded concurrently herewith as an encumbrance on the Property in the Official Records (the " Noncompetitive Deed of Trust") and by such other security as is identified in other loan documents. The Noncompetitive Regulatory Agreement, Noncompetitive Note, Noncompetitive Deed of Trust, and all other documents evidencing or securing the Noncompetitive Loan are collectively referred to herein as the " Noncompetitive Documents." The Competitive Documents and Noncompetitive Documents are collectively referred to herein as the "Senior Lender Documents."

Attachment: Subord Agrmt 25, 33 County of Mariposa $561,557.00 (MY) (RES-2023-134 : Creekside Terrace Permanent Financing)

E. The Senior Lender is willing to make the Competitive Loan and Noncompetitive Loan (collectively, the "Senior Lender Loans") provided the Senior Lender Documents are liens, claims or charges upon the Development prior and superior to the Junior Lienholder Documents, and provided that the Junior Lienholder specifically and unconditionally subordinates and subjects the Junior Lienholder Documents to the liens, claims or charges of the Senior Lender Documents.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties hereto and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in order to induce the Senior Lender to make its Senior Lender Loans, it is hereby declared, understood and agreed as follows:

1. The Senior Lender Regulatory Agreements and the Senior Lender Deeds of Trust securing the Senior Lender Notes in favor of the Senior Lender, and any and all renewals, modifications, extensions or advances thereunder or secured thereby (including interest thereon) shall unconditionally be and remain at all times liens, claims, or charges on the Development prior and superior to the Junior Lienholder Documents, and to all rights and privileges of the Junior Lienholder thereunder; and the Junior Lienholder Documents, together with all rights and privileges of the Junior Lienholder thereunder are hereby irrevocably and unconditionally subject and made subordinate to the liens, claims or charges of the Senior Lender Deed of Trusts and the Senior Lender Regulatory Agreements.

2. This Agreement shall be the whole and only agreement with regard to the subordination of the Junior Lienholder Documents, together with all rights and privileges of the Junior Lienholder thereunder, to the liens, claims or charges of the Senior Lender Deed of Trusts and the Senior Lender Regulatory Agreements, and this Agreement shall supersede and cancel any prior agreements to subordinate the claims, liens or charges of, but only insofar as would affect the priority between the claims, liens or charges of the Junior Lienholder Documents to the Senior Lender Deed of Trusts and the Senior Lender Regulatory Agreements including, but not limited to, those provisions, if any, contained in the Junior Lienholder Documents, which provide for the subordination of the lien or charge thereof to another lien or charge on the Property or the Improvements. This agreement shall not limit, waive, modify or replace the requirement that the Senior Lienholder comply with IRC Section 42(h)(6)(E)(ii) as stated in the Senior Lender Regulatory Agreements.

3. The Junior Lienholder declares, agrees and acknowledges that:

(a) The Junior Lienholder consents and approves (i) all provisions of the Senior Lender Notes, the Senior Lender Deed of Trusts and the Senior Lender Regulatory Agreements, and (ii) all agreements among the Junior Lienholder, Borrower and Senior Lender for the disbursement of the proceeds of the Senior Lender Loans, including

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without limitation any loan escrow agreements which have been provided to the Junior Lienholder for review;

(b) The Senior Lender, in making disbursements of the Senior Lender Loans pursuant to the Senior Lender Notes or any other agreement, is under no obligation or duty to, nor has the Senior Lender represented that it will, see to the application of such proceeds by the person or persons to whom the Senior Lender disburses such proceeds, and any application or use of such proceeds for purposes other than those provided for in such agreement or agreements shall not defeat the subordination herein made in whole or in part;

(c) That none of the execution, delivery or recordation of any of the Senior Lender Notes, Senior Lender Deeds of Trust, or Senior Lender Regulatory Agreement Senior Lender, or the performance of any provision, condition, covenant or other term thereof, will conflict with or result in a breach of the Junior Lienholder Documents or the Junior Lienholder Note; and

(d) The Junior Lienholder intentionally and unconditionally waives, relinquishes, subjects and subordinates the claims, liens or charges upon the Development of the Junior Lienholder Documents, all present and future indebtedness and obligations secured thereby, in favor of the claims, liens or charges upon the Development of the Senior Lender Deeds of Trust and the Senior Lender Regulatory Agreements, and understands that in reliance upon, and in consideration of, this waiver, relinquishment, subjection, and subordination, the Senior Lender Loans and advances thereof are being and will be made and, as part and parcel thereof, specific monetary and other obligations are being and will be entered into which would not be made or entered into but for said reliance upon this waiver, relinquishment, subjection and subordination.

4. Senior Lender hereby agrees, but only as a separate and independent covenant of the Senior Lender and not as a condition to the continued effectiveness of the covenants and agreements of the Borrower and the Junior Lienholder as set forth herein, as follows:

(a) Following a notice from the Senior Lender to the Borrower that a default or breach exists under the terms of the Senior Lender Documents and each of them, the Senior Lender shall promptly (but in no event later than the following business day) send a copy of such notice to the Junior Lienholder and the Junior Lienholder shall have the right, but not the obligation, to cure the default as follows:

(i) If the default is reasonably capable of being cured within thirty (30) days, as determined by the Senior Lender in its sole discretion, the Junior Lienholder shall have such period to effect a cure prior to exercise of remedies by Senior Lender under the Senior Lender Documents, or such longer period of time as may be specified in the

Attachment: Subord Agrmt 25, 33 County of Mariposa $561,557.00 (MY) (RES-2023-134 : Creekside Terrace Permanent Financing)

Senior Lender Documents.

(ii) If the default is such that it is not reasonably capable of being cured within thirty (30) days, as determined by the Senior Lender in its sole discretion, or such longer period if so specified, and if the Junior Lienholder (a) initiates corrective action within said period, and (b) diligently, continually, and in good faith works to effect a cure as soon as possible, then the Junior Lienholder shall have such additional time as is determined by the Senior Lender, in its sole discretion, to be reasonably necessary to cure the default prior to exercise of any remedies by Senior Lender.

In no event shall Senior Lender be precluded from exercising remedies if its security becomes or is about to become materially jeopardized by any failure to cure a default or the default is not cured within ninety (90) days after the first notice of default is given, or such longer period of time as may be specified in the Senior Lender Documents.

Nothing in this subparagraph (a) is intended to modify any covenant, term or condition contained in the Senior Lender Documents, including, without limitation, the covenant against creating or recording any liens or encumbrances against the Property without the prior written approval of the Senior Lender.

(b) The provisions of this paragraph 4 are intended to supplement, and not to limit, waive, modify or replace, those provisions of law pertaining to notice and cure rights of junior lenders including, without limitation, those set forth in California Civil Code sections 2924b and 2924c.

5. The Senior Lender would not make the Senior Lender Loans without this Agreement.

6. This Agreement shall be binding on and inure to the benefit of the legal representatives, heirs, successors and assigns of the parties.

7. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

8. In the event that any party to this Agreement brings an action to interpret or enforce its rights under this Agreement, the prevailing party in such action shall be entitled to recover its costs and reasonable attorneys' fees as awarded by the court in such action.

9. This Agreement may be signed by different parties hereto in counterparts with the same effect as if the signatures to each counterpart were upon a single instrument. All counterparts shall be deemed an original of this Agreement.

DRAFT

Attachment: Subord Agrmt 25, 33 County of Mariposa $561,557.00 (MY) (RES-2023-134 : Creekside Terrace Permanent Financing)

DRAFT

Attachment: Subord Agrmt 25, 33 County of Mariposa $561,557.00 (MY) (RES-2023-134 : Creekside Terrace Permanent Financing)

NOTICE: THIS SUBORDINATION AGREEMENT CONTAINS A PROVISION WHICH ALLOWS THE PERSON (OR ENTITY) OBLIGATED ON YOUR REAL PROPERTY SECURITY TO OBTAIN A LOAN A PORTION OF WHICH MAY BE EXPENDED FOR OTHER PURPOSES THAN IMPROVEMENT OF THE LAND.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above and agree to be bound hereby:

JUNIOR LIENHOLDER:
County of Mariposa,
a political subdivision of the State of California

BY: _____

NAME: _____

ITS: _____

APPROVED AS TO FORM:

BY: _____

NAME: _____

ITS: _____

[Signatures must be acknowledged.]

[Signature continues on Page 7 of this Subordination Agreement. The remainder of this page is intentionally left blank.]

DRAFT

Subord. Agrmt.
(NOFA– 01/30/15)
Rev: 11/08/2018
Prep: 02/01/2023 (County of Mariposa $256,000.00 Loan)
Dev: Creekside Terrace FKA Mariposa Village
Loan No.: 18-NPLH-12678 & 19-NPLH-12812

Attachment: Subord Agrmt 25, 33 County of Mariposa $561,557.00 (MY) (RES-2023-134 : Creekside Terrace Permanent Financing)

BORROWER:
Creekside Terrace, L.P.,
a California limited partnership

By: Creekside Terrace LLC,
a California limited liability company
Its: General Partner

By: Self-Help Enterprises,
a California nonprofit public benefit corporation
Its: Sole Member/Manager

By: _____
Thomas J. Collishaw,
President and Chief Executive Officer

[Signatures must be acknowledged.]

[Signature continues on Page 8 of this Subordination Agreement. The remainder of this page is intentionally left blank.]

DRAFT

Attachment: Subord Agrmt 25, 33 County of Mariposa $561,557.00 (MY) (RES-2023-134 : Creekside Terrace Permanent Financing)

SENIOR LENDER:
The Department of Housing and Community Development, a public agency of the State of California

By: _____
Nekea Soomal, Closing Manager

[Signatures must be acknowledged.]

[The remainder of this page is intentionally left blank.]

DRAFT

Attachment: Subord Agrmt 25, 33 County of Mariposa $561,557.00 (MY) (RES-2023-134 : Creekside Terrace Permanent Financing)

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

All that real property situated in the State of California, County of Mariposa and described as follows:

All that real property situated in the State of California, County of Mariposa and described as follows:

All that certain real property situated in Projected Section 22, Township 5 South, Range 18 East, M.D.B.&M., Rancho Las Mariposas, County of Mariposa, State of California, said tract of land more particularly described as follows:

Beginning at Corner No. 1, of that tract known as "Fournier Garden" as described in Grant Deed to Self Help Enterprises, a California Corporation, recorded as Document No. 20200757 on February 28th, 2020 in Mariposa County Official Records and herein after called Deed 1, on the Westside of Mariposa Creek, from whence the NE corner of Projected Section 22, Township 5 South, Range 18 East, M.D.B.&M. (as said Section, Township and Range are so designated in Patent to John C. Fremont of the tract known as Las Mariposas Grant, in Book "M" of Patents, at pages 1 to 17, Mariposa County Records) bears N. 25° 05' E. a distance of 383.37 feet, and running thence the following 10 courses:

•N. 38° 30' 40" E. a distance of 71.09 feet;
•N. 54° 44' 09" W. a distance of 126.56 feet to a point on a 120.00 foot radius tangent curve concave southerly;
•Thence along said 120.00 foot radius curve through a delta angle of 28° 17' 58" and an arc distance of 59.27 feet to the point of tangency;
•Thence N. 83° 02' 08" W. a distance of 52.77 feet;
•Thence S. 27° 36' 28" W. a distance of 92.41 feet to a point on the northerly line of said Fournier Garden;
•Thence N. 70° 25' 15" W. along the northerly line of said Fournier Garden a distance of 335.13 feet to Corner No. 2 of
Document No. 20200757 (herein after called "Deed 1") (N. 76° 26' W per Deed 1);
Thence along the boundary of said Fournier Garden the following 4 courses:
•S. 20° 18' 58" W. a distance of 171.46 feet (S. 19° 42' W. a distance of 171.42 feet per Deed 1) to Corner No. 3 of Deed 1;
•Thence S. 64° 22' 51" E. a distance of 262.83 feet (S. 64° 10 W. a distance of 261.27 feet per Deed 1) to Corner No. 4 of Deed 1;
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Attachment: Subord Agrmt 25, 33 County of Mariposa $561,557.00 (MY) (RES-2023-134 : Creekside Terrace Permanent Financing)

DRAFT

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Attn: **Legal Affairs Division**
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SUBORDINATION AGREEMENT

NOTICE: THIS SUBORDINATION AGREEMENT RESULTS IN YOUR SECURITY INTEREST IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.

THIS SUBORDINATION AGREEMENT (the "Agreement") is dated as of March 1, 2023, for reference purposes only, and is entered into by and among County of Mariposa, a political subdivision of the State of California (the "Junior Lienholder") and Creekside Terrace, L.P., a California limited partnership (the "Borrower"), and the Department of Housing and Community Development, a public agency of the State of California (the "Senior Lender").

RECITALS

A. Borrower is the owner of fee simple interest in that real property described in Exhibit A attached hereto and made a part hereof (the "Property"). The Borrower has acquired and is rehabilitating a 42-unit multifamily residential rental development on the Property (the "Improvements"). The Property and the Improvements are sometimes referred to collectively as the "Development."

B. The Junior Lienholder has made a loan to the Borrower in the principal sum of Six Hundred Thousand and no/100 Dollars ($600,000.00) (the "Junior Lienholder Loan"). The Junior Lienholder Loan is evidenced by a certain promissory note (the “Junior Lienholder Note”), secured by a certain deed of trust (the “Junior Lienholder Deed of Trust”) recorded on April 20, 2021, as Document No. 20211906, in the Official Records of Mariposa County, California (the “Official Records”), as amended by a certain Omnibus Whole Person Care Loan Amendment, in which references to the original principal amount of Six Hundred Thousand and no/100 Dollars ($600,000.00) will be amended and increased to the amount of

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One Million and no/100 Dollars ($1,000,000.00) (the “Junior Lienholder Deed of Trust Amendment”). The Junior Lienholder Deed of Trust Amendment will be recorded concurrently herewith. (The Junior Lienholder Deed of Trust, the Junior Lienholder Deed of Trust Amendment, and all other documents evidencing or securing the Junior Lienholder Loan are collectively referred to herein as the “Junior Lienholder Documents.”)

C. In order to finance the development of the Improvements, the Senior Lender has agreed to loan the Borrower a sum not to exceed Nine Hundred Eighteen Thousand One Hundred Fifty Three and no/100 Dollars ($918,153.00) (the "Competitive Loan"), subject to the terms and conditions of: (i) a regulatory agreement restricting the use and occupancy of the Development and the income derived therefrom which shall be dated as of even date herewith and recorded concurrently herewith as an encumbrance on the Property in the Official Records (the " Competitive Regulatory Agreement"), and (ii) other loan documents. The Competitive Loan will be evidenced by a promissory note (the " Competitive Note"), the repayment of which will be secured by, among other things, a deed of trust by Borrower as trustor, to Senior Lender as beneficiary recorded concurrently herewith as an encumbrance on the Property in the Official Records (the " Competitive Deed of Trust") and by such other security as is identified in other loan documents. The Competitive Regulatory Agreement, Competitive Note, Competitive Deed of Trust, and all other documents evidencing or securing the Competitive Loan are collectively referred to herein as the " Competitive Documents.”

D. In order to finance the development of the Improvements, the Senior Lender has agreed to loan the Borrower a sum not to exceed Five Hundred Thousand and no/100 Dollars ($500,000.00) (the "Noncompetitive Loan"), subject to the terms and conditions of: (i) a regulatory agreement restricting the use and occupancy of the Development and the income derived therefrom which shall be dated as of even date herewith and recorded concurrently herewith as an encumbrance on the Property in the Official Records (the " Noncompetitive Regulatory Agreement"), and (ii) other loan documents. The Noncompetitive Loan will be evidenced by a promissory note (the " Noncompetitive Note"), the repayment of which will be secured by, among other things, a deed of trust by Borrower as trustor, to Senior Lender as beneficiary recorded concurrently herewith as an encumbrance on the Property in the Official Records (the " Noncompetitive Deed of Trust") and by such other security as is identified in other loan documents. The Noncompetitive Regulatory Agreement, Noncompetitive Note, Noncompetitive Deed of Trust, and all other documents evidencing or securing the NONCOMPETITIVE Loan are collectively referred to herein as the "Noncompetitive Documents." The Competitive Documents and Noncompetitive Documents are collectively referred to herein as the "Senior Lender Documents.”

E. The Senior Lender is willing to make the Competitive Loan and the Noncompetitive Loan (collectively, the "Senior Lender Loans") provided the Senior Lender Documents are liens, claims or charges upon the Development prior and superior to the Junior Lienholder Documents, and provided that the Junior Lienholder specifically and unconditionally subordinates and subjects the Junior Lienholder Documents to the liens, claims or charges of the Senior Lender Documents.

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AGREEMENT

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties hereto and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in order to induce the Senior Lender to make its Senior Lender Loans, it is hereby declared, understood and agreed as follows:

1. The Senior Lender Regulatory Agreements and the Senior Lender Deeds of Trust securing the Senior Lender Notes in favor of the Senior Lender, and any and all renewals, modifications, extensions or advances thereunder or secured thereby (including interest thereon) shall unconditionally be and remain at all times liens, claims, or charges on the Development prior and superior to the Junior Lienholder Documents, and to all rights and privileges of the Junior Lienholder thereunder; and the Junior Lienholder Documents, together with all rights and privileges of the Junior Lienholder thereunder are hereby irrevocably and unconditionally subject and made subordinate to the liens, claims or charges of the Senior Lender Deed of Trusts and the Senior Lender Regulatory Agreements.

2. This Agreement shall be the whole and only agreement with regard to the subordination of the Junior Lienholder Documents, together with all rights and privileges of the Junior Lienholder thereunder, to the liens, claims or charges of the Senior Lender Deed of Trusts and the Senior Lender Regulatory Agreements, and this Agreement shall supersede and cancel any prior agreements to subordinate the claims, liens or charges of, but only insofar as would affect the priority between the claims, liens or charges of the Junior Lienholder Documents to the Senior Lender Deed of Trusts and the Senior Lender Regulatory Agreements including, but not limited to, those provisions, if any, contained in the Junior Lienholder Documents, which provide for the subordination of the lien or charge thereof to another lien or charge on the Property or the Improvements. This agreement shall not limit, waive, modify or replace the requirement that the Senior Lienholder comply with IRC Section 42(h)(6)(E)(ii) as stated in the Senior Lender Regulatory Agreements.

3. The Junior Lienholder declares, agrees and acknowledges that:

(a) The Junior Lienholder consents and approves (i) all provisions of the Senior Lender Notes, the Senior Lender Deed of Trusts and the Senior Lender Regulatory Agreements, and (ii) all agreements among the Junior Lienholder, Borrower and Senior Lender for the disbursement of the proceeds of the Senior Lender Loans, including without limitation any loan escrow agreements which have been provided to the Junior Lienholder for review;

(b) The Senior Lender, in making disbursements of the Senior Lender Loans pursuant to the Senior Lender Notes or any other agreement, is under no obligation or duty to, nor has the Senior Lender represented that it will, see to the application of such proceeds by the person or persons to whom the Senior Lender disburses such proceeds, and any application or use of such proceeds for purposes other than those

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provided for in such agreement or agreements shall not defeat the subordination herein made in whole or in part;

(c) That none of the execution, delivery or recordation of any of the Senior Lender Notes, Senior Lender Deeds of Trust, or Senior Lender Regulatory Agreement Senior Lender, or the performance of any provision, condition, covenant or other term thereof, will conflict with or result in a breach of the Junior Lienholder Documents or the Junior Lienholder Note; and

(d) The Junior Lienholder intentionally and unconditionally waives, relinquishes, subjects and subordinates the claims, liens or charges upon the Development of the Junior Lienholder Documents, all present and future indebtedness and obligations secured thereby, in favor of the claims, liens or charges upon the Development of the Senior Lender Deeds of Trust and the Senior Lender Regulatory Agreements, and understands that in reliance upon, and in consideration of, this waiver, relinquishment, subjection, and subordination, the Senior Lender Loans and advances thereof are being and will be made and, as part and parcel thereof, specific monetary and other obligations are being and will be entered into which would not be made or entered into but for said reliance upon this waiver, relinquishment, subjection and subordination.

4. Senior Lender hereby agrees, but only as a separate and independent covenant of the Senior Lender and not as a condition to the continued effectiveness of the covenants and agreements of the Borrower and the Junior Lienholder as set forth herein, as follows:

(a) Following a notice from the Senior Lender to the Borrower that a default or breach exists under the terms of the Senior Lender Documents and each of them, the Senior Lender shall promptly (but in no event later than the following business day) send a copy of such notice to the Junior Lienholder and the Junior Lienholder shall have the right, but not the obligation, to cure the default as follows:

(i) If the default is reasonably capable of being cured within thirty (30) days, as determined by the Senior Lender in its sole discretion, the Junior Lienholder shall have such period to effect a cure prior to exercise of remedies by Senior Lender under the Senior Lender Documents, or such longer period of time as may be specified in the Senior Lender Documents.

(ii) If the default is such that it is not reasonably capable of being cured within thirty (30) days, as determined by the Senior Lender in its sole discretion, or such longer period if so specified, and if the Junior Lienholder (a) initiates corrective action within said period, and (b) diligently, continually, and in good faith works to effect a cure as soon as possible, then the Junior Lienholder shall have such additional time as is determined by the Senior Lender, in its sole discretion, to

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be reasonably necessary to cure the default prior to exercise of any remedies by Senior Lender.

In no event shall Senior Lender be precluded from exercising remedies if its security becomes or is about to become materially jeopardized by any failure to cure a default or the default is not cured within ninety (90) days after the first notice of default is given, or such longer period of time as may be specified in the Senior Lender Documents.

Nothing in this subparagraph (a) is intended to modify any covenant, term or condition contained in the Senior Lender Documents, including, without limitation, the covenant against creating or recording any liens or encumbrances against the Property without the prior written approval of the Senior Lender.

(b) The provisions of this paragraph 4 are intended to supplement, and not to limit, waive, modify or replace, those provisions of law pertaining to notice and cure rights of junior lenders including, without limitation, those set forth in California Civil Code sections 2924b and 2924c.

5. The Senior Lender would not make the Senior Lender Loans without this Agreement.

6. This Agreement shall be binding on and inure to the benefit of the legal representatives, heirs, successors and assigns of the parties.

7. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

8. In the event that any party to this Agreement brings an action to interpret or enforce its rights under this Agreement, the prevailing party in such action shall be entitled to recover its costs and reasonable attorneys' fees as awarded by the court in such action.

9. This Agreement may be signed by different parties hereto in counterparts with the same effect as if the signatures to each counterpart were upon a single instrument. All counterparts shall be deemed an original of this Agreement.

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Attachment: Subord Agrmt 24 County of Mariposa $1,000,000.00 (MY) (RES-2023-134 : Creekside Terrace Permanent Financing)

NOTICE: THIS SUBORDINATION AGREEMENT CONTAINS A PROVISION WHICH ALLOWS THE PERSON (OR ENTITY) OBLIGATED ON YOUR REAL PROPERTY SECURITY TO OBTAIN A LOAN A PORTION OF WHICH MAY BE EXPENDED FOR OTHER PURPOSES THAN IMPROVEMENT OF THE LAND.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above and agree to be bound hereby:

JUNIOR LIENHOLDER:
County of Mariposa,
a political subdivision of the State of California

BY: _____

NAME: _____

ITS: _____

APPROVED AS TO FORM:

BY: _____

NAME: _____

ITS: _____

[Signatures must be acknowledged.]

[Signature continues on Page 7 of this Subordination Agreement. The remainder of this page is intentionally left blank.]

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BORROWER:
Creekside Terrace, L.P.,
a California limited partnership

By: Creekside Terrace LLC,
a California limited liability company
Its: General Partner

By: Self-Help Enterprises,
a California nonprofit public benefit corporation
Its: Sole Member/Manager

By: _____
Thomas J. Collishaw,
President and Chief Executive Officer

[Signatures must be acknowledged.]

[Signature continues on Page 8 of this Subordination Agreement. The remainder of this page is intentionally left blank.]

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SENIOR LENDER:
The Department of Housing and Community Development, a public agency of the State of California

By: _____
Nekea Soomal, Closing Manager

[Signatures must be acknowledged.]

[The remainder of this page is intentionally left blank.]

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EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

All that real property situated in the State of California, County of Mariposa and described as follows:

All that real property situated in the State of California, County of Mariposa and described as follows:

All that certain real property situated in Projected Section 22, Township 5 South, Range 18 East, M.D.B.&M., Rancho Las Mariposas, County of Mariposa, State of California, said tract of land more particularly described as follows:

Beginning at Corner No. 1, of that tract known as "Fournier Garden" as described in Grant Deed to Self Help Enterprises, a California Corporation, recorded as Document No. 20200757 on February 28th, 2020 in Mariposa County Official Records and herein after called Deed 1, on the Westside of Mariposa Creek, from whence the NE corner of Projected Section 22, Township 5 South, Range 18 East, M.D.B.&M. (as said Section, Township and Range are so designated in Patent to John C. Fremont of the tract known as Las Mariposas Grant, in Book "M" of Patents, at pages 1 to 17, Mariposa County Records) bears N. 25° 05' E. a distance of 383.37 feet, and running thence the following 10 courses:

•N. 38° 30' 40" E. a distance of 71.09 feet;
•N. 54° 44' 09" W. a distance of 126.56 feet to a point on a 120.00 foot radius tangent curve concave southerly;
•Thence along said 120.00 foot radius curve through a delta angle of 28° 17' 58" and an arc distance of 59.27 feet to the point of tangency;
•Thence N. 83° 02' 08" W. a distance of 52.77 feet;
•Thence S. 27° 36' 28" W. a distance of 92.41 feet to a point on the northerly line of said Fournier Garden;
•Thence N. 70° 25' 15" W. along the northerly line of said Fournier Garden a distance of 335.13 feet to Corner No. 2 of
Document No. 20200757 (herein after called "Deed 1") (N. 76° 26' W per Deed 1);
Thence along the boundary of said Fournier Garden the following 4 courses:
•S. 20° 18' 58" W. a distance of 171.46 feet (S. 19° 42' W. a distance of 171.42 feet per Deed 1) to Corner No. 3 of Deed 1;
•Thence S. 64° 22' 51" E. a distance of 262.83 feet (S. 64° 10 W. a distance of 261.27 feet per Deed 1) to Corner No. 4 of Deed 1;
•Thence S. 76° 00' 57" E. a distance of 309.71 feet (S. 76° 31 S. distance of 309.53 feet per Deed 1 to Corner No. 5 of Deed 1;
•Thence N. 16° 02' 28" E. a distance of 169.23 feet (N. 16° 04' E. per Deed 1) to the Point of Beginning.

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The Land is shown and described in that certain Certificate of Compliance for Lot Line Adjustment No. 2020-166, approved by the County of Mariposa, recorded March 19, 2021, as Instrument No. 20211362 of Official Records.

Together with a 60.00 foot wide non-exclusive easement for pedestrian and vehicular ingress, egress and access, and Public Road and Public Utilities as described in that certain GRANT OF EASEMENTS FOR INGRESS AND EGRESS, CONSTRUCTION, MAINTENANCE, REPAIR AND UTILITIES by and between Jenifer Z. Canter ("Grantor") and Creekside Terrace, L.P., a California limited partnership ("Grantee") recorded April 9, 2021 as Document No. 20211730, Mariposa County Official Records.

Also Together with a non-exclusive easement for pedestrian and vehicular ingress, egress and access and Public Road and Public Utilities with a maximum width of 36.00 feet as described in that certain GRANT OF EASEMENTS FOR INGRESS AND EGRESS, CONSTRUCTION, MAINTENANCE, REPAIR AND UTILITIES by and between Brian D. Shoor and Jennifer Shoor ("Grantor") and Creekside Terrace, L.P., a California limited partnership ("Grantee") recorded April 9, 2021 as Document No. 20211731, Mariposa County Official Records.

Also Together with a non-exclusive road easement and a non-exclusive access easement as described in Parcel Map recorded in Book 12 of Parcel Maps at Page 19.

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FREE RECORDING IN ACCORDANCE WITH CALIFORNIA GOVERNMENT CODE SECTION 27383 and 27388.1.

RECORDING REQUESTED BY, AND WHEN RECORDED, MAIL TO:

State of California
Department of Housing and
Community Development
P. O. Box 952052
Sacramento, CA 94252-2052
Attn: **Legal Affairs Division**
18-NPLH-12678
19-NPLH-12812

SUBORDINATION AGREEMENT

NOTICE: THIS SUBORDINATION AGREEMENT RESULTS IN YOUR SECURITY INTEREST IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.

THIS SUBORDINATION AGREEMENT (the "Agreement") is dated as of March 1, 2023, for reference purposes only, and is entered into by and among the County of Mariposa, a political subdivision of the State of California (the "Junior Lienholder") and Creekside Terrace, L.P., a California limited partnership (the "Borrower"), and the Department of Housing and Community Development, a public agency of the State of California (the "Senior Lender").

RECITALS

A. Borrower is the owner of fee simple interest in that real property described in Exhibit A attached hereto and made a part hereof (the "Property"). The Borrower has acquired and is rehabilitating a 42-unit multifamily residential rental development on the Property (the "Improvements"). The Property and the Improvements are sometimes referred to collectively as the "Development."

B. The Junior Lienholder has made a loan to the Borrower in the principal sum of One Million Nine Hundred Fifty Three Thousand One Hundred and no/100 Dollars ($1,953,100.00) (the "Junior Lienholder Loan"). The Junior Lienholder Loan is evidenced by a certain promissory note (the “Junior Lienholder Note”), secured by a certain deed of trust (the “Junior Lienholder Deed of Trust”) recorded on April 20, 2021, as Document No. 20211905 in the Official Records of Mariposa County, California (the “Official Records”). (The Junior Lienholder Deed of Trust and all other documents evidencing or securing the Junior Lienholder Loan are collectively referred to herein as the “Junior Lienholder Documents.”)

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C. In order to finance the development of the Improvements, the Senior Lender has agreed to loan the Borrower a sum not to exceed Nine Hundred Eighteen Thousand One Hundred Fifty Three and no/100 Dollars ($918,153.00) (the "Competitive Loan"), subject to the terms and conditions of: (i) a regulatory agreement restricting the use and occupancy of the Development and the income derived therefrom which shall be dated as of even date herewith and recorded concurrently herewith as an encumbrance on the Property in the Official Records (the " Competitive Regulatory Agreement"), and (ii) other loan documents. The Competitive Loan will be evidenced by a promissory note (the " Competitive Note"), the repayment of which will be secured by, among other things, a deed of trust by Borrower as trustor, to Senior Lender as beneficiary recorded concurrently herewith as an encumbrance on the Property in the Official Records (the " Competitive Deed of Trust") and by such other security as is identified in other loan documents. The Competitive Regulatory Agreement, Competitive Note, Competitive Deed of Trust, and all other documents evidencing or securing the Competitive Loan are collectively referred to herein as the " Competitive Documents."

D. In order to finance the development of the Improvements, the Senior Lender has agreed to loan the Borrower a sum not to exceed Five Hundred Thousand and no/100 Dollars ($500,000.00) (the "Noncompetitive Loan"), subject to the terms and conditions of: (i) a regulatory agreement restricting the use and occupancy of the Development and the income derived therefrom which shall be dated as of even date herewith and recorded concurrently herewith as an encumbrance on the Property in the Official Records (the "Noncompetitive Regulatory Agreement"), and (ii) other loan documents. The Noncompetitive Loan will be evidenced by a promissory note (the "Noncompetitive Note"), the repayment of which will be secured by, among other things, a deed of trust by Borrower as trustor, to Senior Lender as beneficiary recorded concurrently herewith as an encumbrance on the Property in the Official Records (the "Noncompetitive Deed of Trust") and by such other security as is identified in other loan documents. The Noncompetitive Regulatory Agreement, Noncompetitive Note, Noncompetitive Deed of Trust, and all other documents evidencing or securing the Noncompetitive Loan are collectively referred to herein as the "Noncompetitive Documents." The Competitive Documents and Noncompetitive Documents are collectively referred to herein as the "Senior Lender Documents."

E. The Senior Lender is willing to make the Competitive Loan and the Noncompetitive Loan (collectively, the "Senior Lender Loans") provided the Senior Lender Documents are liens, claims or charges upon the Development prior and superior to the Junior Lienholder Documents, and provided that the Junior Lienholder specifically and unconditionally subordinates and subjects the Junior Lienholder Documents to the liens, claims or charges of the Senior Lender Documents.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties hereto and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in order to induce the Senior Lender to make its Senior Lender Loans, it is

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hereby declared, understood and agreed as follows:

1. The Senior Lender Regulatory Agreements and the Senior Lender Deeds of Trust securing the Senior Lender Notes in favor of the Senior Lender, and any and all renewals, modifications, extensions or advances thereunder or secured thereby (including interest thereon) shall unconditionally be and remain at all times liens, claims, or charges on the Development prior and superior to the Junior Lienholder Documents, and to all rights and privileges of the Junior Lienholder thereunder; and the Junior Lienholder Documents, together with all rights and privileges of the Junior Lienholder thereunder are hereby irrevocably and unconditionally subject and made subordinate to the liens, claims or charges of the Senior Lender Deed of Trusts and the Senior Lender Regulatory Agreements.

2. This Agreement shall be the whole and only agreement with regard to the subordination of the Junior Lienholder Documents, together with all rights and privileges of the Junior Lienholder thereunder, to the liens, claims or charges of the Senior Lender Deed of Trusts and the Senior Lender Regulatory Agreements, and this Agreement shall supersede and cancel any prior agreements to subordinate the claims, liens or charges of, but only insofar as would affect the priority between the claims, liens or charges of the Junior Lienholder Documents to the Senior Lender Deed of Trusts and the Senior Lender Regulatory Agreements including, but not limited to, those provisions, if any, contained in the Junior Lienholder Documents, which provide for the subordination of the lien or charge thereof to another lien or charge on the Property or the Improvements. This agreement shall not limit, waive, modify or replace the requirement that the Senior Lienholder comply with IRC Section 42(h)(6)(E)(ii) as stated in the Senior Lender Regulatory Agreements.

3. The Junior Lienholder declares, agrees and acknowledges that:

(a) The Junior Lienholder consents and approves (i) all provisions of the Senior Lender Notes, the Senior Lender Deed of Trusts and the Senior Lender Regulatory Agreements, and (ii) all agreements among the Junior Lienholder, Borrower and Senior Lender for the disbursement of the proceeds of the Senior Lender Loans, including without limitation any loan escrow agreements which have been provided to the Junior Lienholder for review;

(b) The Senior Lender, in making disbursements of the Senior Lender Loans pursuant to the Senior Lender Notes or any other agreement, is under no obligation or duty to, nor has the Senior Lender represented that it will, see to the application of such proceeds by the person or persons to whom the Senior Lender disburses such proceeds, and any application or use of such proceeds for purposes other than those provided for in such agreement or agreements shall not defeat the subordination herein made in whole or in part;

(c) That none of the execution, delivery or recordation of any of the Senior Lender Notes, Senior Lender Deeds of Trust, or Senior Lender Regulatory Agreement

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Senior Lender, or the performance of any provision, condition, covenant or other term thereof, will conflict with or result in a breach of the Junior Lienholder Documents or the Junior Lienholder Note; and

(d) The Junior Lienholder intentionally and unconditionally waives, relinquishes, subjects and subordinates the claims, liens or charges upon the Development of the Junior Lienholder Documents, all present and future indebtedness and obligations secured thereby, in favor of the claims, liens or charges upon the Development of the Senior Lender Deeds of Trust and the Senior Lender Regulatory Agreements, and understands that in reliance upon, and in consideration of, this waiver, relinquishment, subjection, and subordination, the Senior Lender Loans and advances thereof are being and will be made and, as part and parcel thereof, specific monetary and other obligations are being and will be entered into which would not be made or entered into but for said reliance upon this waiver, relinquishment, subjection and subordination.

4. Senior Lender hereby agrees, but only as a separate and independent covenant of the Senior Lender and not as a condition to the continued effectiveness of the covenants and agreements of the Borrower and the Junior Lienholder as set forth herein, as follows:

(a) Following a notice from the Senior Lender to the Borrower that a default or breach exists under the terms of the Senior Lender Documents and each of them, the Senior Lender shall promptly (but in no event later than the following business day) send a copy of such notice to the Junior Lienholder and the Junior Lienholder shall have the right, but not the obligation, to cure the default as follows:

(i) If the default is reasonably capable of being cured within thirty (30) days, as determined by the Senior Lender in its sole discretion, the Junior Lienholder shall have such period to effect a cure prior to exercise of remedies by Senior Lender under the Senior Lender Documents, or such longer period of time as may be specified in the Senior Lender Documents.

(ii) If the default is such that it is not reasonably capable of being cured within thirty (30) days, as determined by the Senior Lender in its sole discretion, or such longer period if so specified, and if the Junior Lienholder (a) initiates corrective action within said period, and (b) diligently, continually, and in good faith works to effect a cure as soon as possible, then the Junior Lienholder shall have such additional time as is determined by the Senior Lender, in its sole discretion, to be reasonably necessary to cure the default prior to exercise of any remedies by Senior Lender.

In no event shall Senior Lender be precluded from exercising remedies if its security becomes or is about to become materially jeopardized by any failure to cure a default or

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the default is not cured within ninety (90) days after the first notice of default is given, or such longer period of time as may be specified in the Senior Lender Documents.

Nothing in this subparagraph (a) is intended to modify any covenant, term or condition contained in the Senior Lender Documents, including, without limitation, the covenant against creating or recording any liens or encumbrances against the Property without the prior written approval of the Senior Lender.

(b) The provisions of this paragraph 4 are intended to supplement, and not to limit, waive, modify or replace, those provisions of law pertaining to notice and cure rights of junior lenders including, without limitation, those set forth in California Civil Code sections 2924b and 2924c.

5. The Senior Lender would not make the Senior Lender Loans without this Agreement.

6. This Agreement shall be binding on and inure to the benefit of the legal representatives, heirs, successors and assigns of the parties.

7. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

8. In the event that any party to this Agreement brings an action to interpret or enforce its rights under this Agreement, the prevailing party in such action shall be entitled to recover its costs and reasonable attorneys' fees as awarded by the court in such action.

9. This Agreement may be signed by different parties hereto in counterparts with the same effect as if the signatures to each counterpart were upon a single instrument. All counterparts shall be deemed an original of this Agreement.

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NOTICE: THIS SUBORDINATION AGREEMENT CONTAINS A PROVISION WHICH ALLOWS THE PERSON (OR ENTITY) OBLIGATED ON YOUR REAL PROPERTY SECURITY TO OBTAIN A LOAN A PORTION OF WHICH MAY BE EXPENDED FOR OTHER PURPOSES THAN IMPROVEMENT OF THE LAND.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above and agree to be bound hereby:

JUNIOR LIENHOLDER:
County of Mariposa,
a political subdivision of the State of California

BY: _____

NAME: _____

ITS: _____

APPROVED AS TO FORM:

BY: _____

NAME: _____

ITS: _____

[Signatures must be acknowledged.]

[Signature continues on Page 7 of this Subordination Agreement. The remainder of this page is intentionally left blank.]

DRAFT

Attachment: Subord Agrmt 23 County of Mariposa $1,953,100.00 Loan(MY) (RES-2023-134 : Creekside Terrace Permanent Financing)

BORROWER:
Creekside Terrace, L.P.,
a California limited partnership

By: Creekside Terrace LLC,
a California limited liability company
Its: General Partner

By: Self-Help Enterprises,
a California nonprofit public benefit corporation
Its: Sole Member/Manager

By: _____
Thomas J. Collishaw,
President and Chief Executive Officer

[Signatures must be acknowledged.]

[Signature continues on Page 8 of this Subordination Agreement. The remainder of this page is intentionally left blank.]

DRAFT

Attachment: Subord Agrmt 23 County of Mariposa $1,953,100.00 Loan(MY) (RES-2023-134 : Creekside Terrace Permanent Financing)

SENIOR LENDER:
The Department of Housing and Community Development, a public agency of the State of California

By: _____
Nekea Soomal, Closing Manager

[Signatures must be acknowledged.]

[The remainder of this page is intentionally left blank.]

DRAFT

Attachment: Subord Agrmt 23 County of Mariposa $1,953,100.00 Loan(MY) (RES-2023-134 : Creekside Terrace Permanent Financing)

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

All that real property situated in the State of California, County of Mariposa and described as follows:

All that real property situated in the State of California, County of Mariposa and described as follows:

All that certain real property situated in Projected Section 22, Township 5 South, Range 18 East, M.D.B.&M., Rancho Las Mariposas, County of Mariposa, State of California, said tract of land more particularly described as follows:

Beginning at Corner No. 1, of that tract known as "Fournier Garden" as described in Grant Deed to Self Help Enterprises, a California Corporation, recorded as Document No. 20200757 on February 28th, 2020 in Mariposa County Official Records and herein after called Deed 1, on the Westside of Mariposa Creek, from whence the NE corner of Projected Section 22, Township 5 South, Range 18 East, M.D.B.&M. (as said Section, Township and Range are so designated in Patent to John C. Fremont of the tract known as Las Mariposas Grant, in Book "M" of Patents, at pages 1 to 17, Mariposa County Records) bears N. 25° 05' E. a distance of 383.37 feet, and running thence the following 10 courses:

•N. 38° 30' 40" E. a distance of 71.09 feet;
•N. 54° 44' 09" W. a distance of 126.56 feet to a point on a 120.00 foot radius tangent curve concave southerly;
•Thence along said 120.00 foot radius curve through a delta angle of 28° 17' 58" and an arc distance of 59.27 feet to the point of tangency;
•Thence N. 83° 02' 08" W. a distance of 52.77 feet;
•Thence S. 27° 36' 28" W. a distance of 92.41 feet to a point on the northerly line of said Fournier Garden;
•Thence N. 70° 25' 15" W. along the northerly line of said Fournier Garden a distance of 335.13 feet to Corner No. 2 of
Document No. 20200757 (herein after called "Deed 1") (N. 76° 26' W per Deed 1);
Thence along the boundary of said Fournier Garden the following 4 courses:
•S. 20° 18' 58" W. a distance of 171.46 feet (S. 19° 42' W. a distance of 171.42 feet per Deed 1) to Corner No. 3 of Deed 1;
•Thence S. 64° 22' 51" E. a distance of 262.83 feet (S. 64° 10 W. a distance of 261.27 feet per Deed 1) to Corner No. 4 of Deed 1;
•Thence S. 76° 00' 57" E. a distance of 309.71 feet (S. 76° 31 S. distance of 309.53 feet per Deed 1 to Corner No. 5 of Deed 1;
•Thence N. 16° 02' 28" E. a distance of 169.23 feet (N. 16° 04' E. per Deed 1) to the Point of Beginning.

DRAFT

Attachment: Subord Agrmt 23 County of Mariposa $1,953,100.00 Loan(MY) (RES-2023-134 : Creekside Terrace Permanent Financing)

The Land is shown and described in that certain Certificate of Compliance for Lot Line Adjustment No. 2020-166, approved by the County of Mariposa, recorded March 19, 2021, as Instrument No. 20211362 of Official Records.

Together with a 60.00 foot wide non-exclusive easement for pedestrian and vehicular ingress, egress and access, and Public Road and Public Utilities as described in that certain GRANT OF EASEMENTS FOR INGRESS AND EGRESS, CONSTRUCTION, MAINTENANCE, REPAIR AND UTILITIES by and between Jenifer Z. Canter ("Grantor") and Creekside Terrace, L.P., a California limited partnership ("Grantee") recorded April 9, 2021 as Document No. 20211730, Mariposa County Official Records.

Also Together with a non-exclusive easement for pedestrian and vehicular ingress, egress and access and Public Road and Public Utilities with a maximum width of 36.00 feet as described in that certain GRANT OF EASEMENTS FOR INGRESS AND EGRESS, CONSTRUCTION, MAINTENANCE, REPAIR AND UTILITIES by and between Brian D. Shoor and Jennifer Shoor ("Grantor") and Creekside Terrace, L.P., a California limited partnership ("Grantee") recorded April 9, 2021 as Document No. 20211731, Mariposa County Official Records.

Also Together with a non-exclusive road easement and a non-exclusive access easement as described in Parcel Map recorded in Book 12 of Parcel Maps at Page 19.

DRAFT

Attachment: Subord Agrmt 23 County of Mariposa $1,953,100.00 Loan(MY) (RES-2023-134 : Creekside Terrace Permanent Financing)

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

The Honorable Miles Menetry, Chair
Board of Supervisors, County of Mariposa
5100 Bullion Street
Mariposa, CA 95338

Space above this line for Recorder's use.

OMNIBUS WHOLE PERSON CARE LOAN AMENDMENT
(Creekside Terrace)

This Omnibus Whole Person Care Loan Amendment (this "Amendment") is entered into effective as of _____ ___, 2023 ("Effective Date") by and between the **COUNTY OF MARIPOSA** ("Lender") and **CREEKSIDE TERRACE, L.P.**, a California limited partnership ("Borrower"). Lender and Borrower are collectively referred to herein as the "Parties."

RECITALS

A. This Amendment is being re-recorded to correct those previous documents which were erroneously recorded in error on January 24, 2023 in the land records of the County of Mariposa as document numbers 20230172 and 20230173.

B. The Parties entered into that certain Loan Agreement for California Department of Health Care Services Whole Person Care Program loan funds dated April 6, 2021 (the "Loan Agreement").

C. The Loan Agreement is evidenced by a Promissory Note in the original principal amount of $600,000 dated April 6, 2021 (the "Promissory Note").

D. The Promissory Note is secured by a Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing recorded against certain real property located at 5118 Fournier Road, Mariposa, California and more particularly described at Exhibit A attached hereto, dated April 20, 2021 and recorded on April 20, 2021 in the land records of the County of Mariposa as document number 20211906 (the "Deed of Trust," and together with the Loan Agreement and the Promissory note, the "Loan Documents").

E. Borrower has received an additional award of Whole Person Care Program loan funds totaling $400,000, and the parties hereby wish to amend the Loan Documents to evidence the same.

NOW THEREFORE,

Attachment: Creekside WPC - Omnibus Amendment (v5) (518825) (521707) (RES-2023-134 : Creekside Terrace Permanent Financing)

In consideration of the foregoing Recitals and for the promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound hereby, agree as follows:

1. Omnibus Amendment to Loan Documents. References to the original principal amount of Six Hundred Thousand and 00/100 Dollars ($600,000) under the Loan Documents are hereby deleted and replaced with the amount of One Million and 00/100 Dollars ($1,000,000).

2. Amendments to the Deed of Trust, Section 10.12 (Subordination). Section 10.12 (Subordination) of the Deed of Trust is hereby deleted and replaced with the following:

> 10.12 Subordination. Trustor and Beneficiary agree that the lien of this Deed of Trust is junior and subordinate to the following liens and encumbrances recorded in the Official Records of Mariposa County:
>
> (i) a deed of trust executed by Trustor in favor of Bellwether Enterprise to evidence and secure a loan in the approximate amount of $3,076,640 recording concurrently herewith and;
>
> (ii) That County Infill Infrastructure Grant Program Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture filing dated April 20, 2021 executed by Trustor in favor of the County of Mariposa, and recorded on April 20, 2021 in the real estate records of Mariposa County as Document number 20211905.

3. Amendments to the Deed of Trust, Section 10.13 (Superiority). A new Section 10.13 (Superiority) is hereby added to the Deed of Trust as follows:

> 10.13 Superiority. Trustor and Beneficiary agree that the lien of this Deed of Trust is senior and superior to the following liens and encumbrances recording concurrently herewith in the Official Records of Mariposa County:
>
> (i) That Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing dated April 20, 2021, executed by Trustor in favor of the County of Mariposa and recorded on April 20, 2021 in the real estate records of Mariposa County as Document number 20211907, as amended by that certain Omnibus PLHA Loan Amendment recording concurrently herewith;
>
> (ii) That Deed of Trust With Assignment of Rents dated April 20, 2021, executed by Trustor in favor of Self-Help Enterprises, a California nonprofit public benefit corporation, and recorded on April 20, 2021 in the real estate records of Mariposa County as Document number 20211908, as am as amended by that certain Omnibus Sponsor Loan Amendment recording concurrently herewith;

Attachment: Creekside WPC - Omnibus Amendment (v5) (518825) (521707) (RES-2023-134 : Creekside Terrace Permanent Financing)

(iii) That Affordable Housing Regulatory Agreement and Declaration of Restrictive Covenants dated April 20, 2021, executed by Trustor in favor of Self-Help Enterprises, a California nonprofit public benefit corporation, and recorded on April 20, 2021 in the real estate records of Mariposa County as Document number 20211909;

(iv) That Affordable Housing Regulatory Agreement and Declaration of Restrictive Covenants dated April 26, 2022, executed by Trustor in favor the County of Mariposa, and recorded on October 26, 2022 in the real estate records of Mariposa County as document number 20223758; and

(v) That Deed of Trust With Assignment of Rents dated November 8, 2021, executed by Trustor in favor of Self-Help Enterprises, a California nonprofit public benefit corporation, and recorded on November 12, 2021 in the real estate records of Mariposa County as Document number 20215038.

4. No Other Modification. Except as amended by this Amendment, the Loan Documents shall continue unmodified and in full force and effect.

5. Counterparts. This Amendment may be executed in several counterparts each of which will constitute an original document, and all of which shall constitute one agreement, binding on all parties hereto, notwithstanding that all parties are not signatories to the same counterparts.

[Signature Page(s) Follow]

Attachment: Creekside WPC - Omnibus Amendment (v5) (518825) (521707) (RES-2023-134 : Creekside Terrace Permanent Financing)

IN WITNESS WHEREOF, the Parties have entered into this Amendment effective as of the date first written above.

LENDER:

COUNTY OF MARIPOSA,
A pollical sub-division of the State of California

By: _____
Miles Menetrey, Chair

Approved as to form:

By: _____
Name: _____
Its: County Counsel

BORROWER:

CREEKSIDE TERRACE, L.P.,
a California limited partnership

By: Creekside Terrace LLC,
a California limited liability company,
its general partner

By: Self-Help Enterprises,
a California nonprofit public benefit corporation,
its sole member/manager

By: _____
Thomas J. Collishaw,
President and CEO

[Notary Clauses Follow]

Attachment: Creekside WPC - Omnibus Amendment (v5) (518825) (521707) (RES-2023-134 : Creekside Terrace Permanent Financing)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
COUNTY OF MARIPOSA)

On _____ before me, _____, Notary Public, personally appeared, **MILES MENETREY**, who proved to me the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument, the entity upon behalf of which she acted, executed the instrument.

I certify under penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
Name: _____
Notary Public

Attachment: Creekside WPC - Omnibus Amendment (v5) (518825) (521707) (RES-2023-134 : Creekside Terrace Permanent Financing)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
COUNTY OF _____)

On _____ before me, _____, Notary Public, personally appeared, **THOMAS J. COLLISHAW**, who proved to me the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the entity upon behalf of which he acted, executed the instrument.

I certify under penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
Name: _____
Notary Public

Attachment: Creekside WPC - Omnibus Amendment (v5) (518825) (521707) (RES-2023-134 : Creekside Terrace Permanent Financing)

Exhibit A
Description of the Property

All that real property situated in the State of California, County of Mariposa and described as follows:

All that certain real property situated in Projected Section 22, Township 5 South, Range 18 East, M.D.B.&M., Rancho Las Mariposas, County of Mariposa, State of California, said tract of land more particularly described as follows:

Beginning at Corner No. 1, of that tract known as "Fournier Garden" as described in Grant Deed to Self Help Enterprises, a California Corporation, recorded as Document No. 20200757 on February 28th, 2020 in Mariposa County Official Records and herein after called Deed 1, on the Westside of Mariposa Creek, from whence the NE corner of Projected Section 22, Township 5 South, Range 18 East, M.D.B.&M. (as said Section, Township and Range are so designated in Patent to John C. Fremont of the tract known as Las Mariposas Grant, in Book "M" of Patents, at pages 1 to 17, Mariposa County Records) bears N. 25° 05' E. a distance of 383.37 feet, and running thence the following 10 courses:

N. 38° 30' 40" E. a distance of 71.09 feet;

N. 54° 44' 09" W. a distance of 126.56 feet to a point on a 120.00 foot radius tangent curve concave southerly;

Thence along said 120.00 foot radius curve through a delta angle of 28° 17' 58" and an arc distance of 59.27 feet to the point of tangency;

Thence N. 83° 02' 08" W. a distance of 52.77 feet;

Thence S. 27° 36' 28" W. a distance of 92.41 feet to a point on the northerly line of said Fournier Garden;

Thence N. 70° 25' 15" W. along the northerly line of said Fournier Garden a distance of 335.13 feet to Corner No. 2 of Document No. 20200757 (herein after called "Deed 1") (N. 76° 26' W per Deed 1);

Thence along the boundary of said Fournier Garden the following 4 courses:

S. 20° 18' 58" W. a distance of 171.46 feet (S. 19° 42' W. a distance of 171.42 feet per Deed 1) to Corner No. 3 of Deed 1;

Thence S. 64° 22' 51" E. a distance of 262.83 feet (S. 64° 10 W. a distance of 261.27 feet per Deed 1) to Corner No. 4 of Deed 1;

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Together with a 60.00 foot wide non-exclusive easement for pedestrian and vehicular ingress, egress and access, and Public Road and Public Utilities as described in that certain GRANT OF EASEMENTS FOR INGRESS AND EGRESS, CONSTRUCTION, MAINTENANCE, REPAIR AND UTILITIES by and between Jenifer Z. Canter ("Grantor") and Creekside Terrace, L.P., a California limited partnership ("Grantee") recorded April 9, 2021 as Document No. 20211730, Mariposa County Official Records.

Also Together with a non-exclusive easement for pedestrian and vehicular ingress, egress and access and Public Road and Public Utilities with a maximum width of 36.00 feet as described in that certain GRANT OF EASEMENTS FOR INGRESS AND EGRESS, CONSTRUCTION, MAINTENANCE, REPAIR AND UTILITIES by and between Brian

Attachment: Creekside WPC - Omnibus Amendment (v5) (518825) (521707) (RES-2023-134 : Creekside Terrace Permanent Financing)

D. Shoor and Jennifer Shoor ("Grantor") and Creekside Terrace, L.P., a California limited partnership ("Grantee") recorded April 9, 2021 as Document No. 20211731, Mariposa County Official Records.

Also Together with a non-exclusive road easement and a non-exclusive access easement as described in Parcel Map recorded in Book 12 of Parcel Maps at Page 19.

Attachment: Creekside WPC - Omnibus Amendment (v5) (518825) (521707) (RES-2023-134 : Creekside Terrace Permanent Financing)

MARIPOSA COUNTY

Administration · 966-3222

RESOLUTION - ACTION REQUESTED 2023-135

MEETING: March 14, 2023

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Approve First Amendment to Ezell Telephone Company Mitel Phone System Agreement

---

RECOMMENDATION AND JUSTIFICATION:
Approve First Amendment to Agreement with E-Z Tel Inc. for Additions to the Mitel Phone System Increasing Compensation by $59,552 for a New Amount Not to Exceed $613,730; and Authorize the Board of Supervisors Chair to Sign the Amendment.

The Mitel Phone System implementation is complete and staff are enjoying the opportunities and benefits of this new tool.

The contract amendment proposed allows for the purchase of the additional units and equipment that invariably goes with a new system. Staff continue to identify areas in need of new equipment and the original contract is completed, so an amendment is requested.

This contract will only be used on an as-needed basis. The new total is a not-to-exceed amount, not a guaranteed spend amount.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
Resolution 22-348: Approve the Agreement with E-Z Tel Inc. for Mitel Phone System in an Amount Not to Exceed $554,178; and Authorize the Board of Supervisors Chair to Sign the Agreement

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Not approve or modify the proposed amendment and delay or deny further phone system implementation to occur.

FINANCIAL IMPACT:
Funds are already in the budget for additional implementation costs

ATTACHMENTS:
Mitel Phone System Amendment One for MT (PDF)

REF ID# 13881

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

Attachment: Mitel Phone System Amendment One for MT (RES-2023-135 : Approve First Amendment to Ezell Telephone Company Mitel Phone

FIRST AMENDMENT TO AGREEMENT FOR MITEL PHONE SYSTEM

THIS FIRST AMENDMENT TO AGREEMENT FOR MITEL PHONE SYSTEM IMPLEMENTATION, is made and entered into this 14th day of March 2023, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "County," and Ezell's Telephone Company, hereinafter referred to as "Contractor."

WHEREAS, County and Contractor have heretofore entered into an Agreement dated the 15th of June 2022, wherein Contractor agreed to provide Mitel Phone System Implementation services; and

WHEREAS, County and Contractor desire to amend said Agreement to change the scope of work to be provided by Contractor;

WHEREAS, County and Contractor desire to amend said Agreement to change the compensation to be provided to Contractor;

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

"SERVICES," is hereby amended to provide that Contractor agrees to provide additional implementation services and equipment as needs are identified, subject to the rate structure included on the Taxable Equipment List in Exhibit A of the original agreement

"COMPENSATION," is hereby amended to provide that an additional $59,552 will be added to the original amount of $554,178 making the total compensation paid to Contractor the not to exceed amount of $613,730.

Except as herein amended, the Agreement dated June 15, 2022 shall remain in full force and effect.

Last Revised: 1/17/2023

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

COUNTY OF MARIPOSA	CONTRACTOR
_____	_____
Miles Menetrey, Chair Board of Supervisors	Brenda Leavy, Account Executive Ezell's Telephone Company
COUNTERSIGNED: *(Government Code §25103)*	APPROVED AS TO FORM:
_____	_____
Danielle Bondshu Clerk of the Board	Steven W. Dahlem County Counsel

Attachment: Mitel Phone System Amendment One for MT (RES-2023-135 : Approve First Amendment to Ezell Telephone Company Mitel Phone

MARIPOSA COUNTY

Board of Supervisors · (209) 966-3222

RESOLUTION - ACTION REQUESTED 2023-136

MEETING: March 14, 2023

TO: The Board of Supervisors

FROM: Miles Menetrey, District V Supervisor

RE: Letter of Support for FSC Grant Application - Lushmeadows Ladder

---

RECOMMENDATION AND JUSTIFICATION:
Approve a Letter of Support for a Grant Application Submitted by the Mariposa County Fire Safe Council for Lushmeadows Ladder Fuels Project 22-WP-MMU-45219028; and Authorize the Board of Supervisors Chair to Sign the Letter (Board Chair).

Mariposa County Fire Safe Council has requested a Letter of Support from the Mariposa County Board of Supervisors to include in their Grant Package.

Lushmeadows is identified as a community at risk by Cal Fire and the majority is identified as a very high hazard fire hazard severity zone. It is a Tier 3 Extreme Fire Threat Zone (2018 CPUC). The entire Lushmeadows Mountain Estates subdivision is on a mountain plateau with a very high risk of fire running up hill to the subdivision and creating significant ember cast vulnerability. The housing concentration is fraught with dense brush and tangles of dead/dying/down pines. This critical fire fuel condition will contribute to a rapid house-to house-fire spread. The Lushmeadows Ladder Fuels Project proposes to remove the dense thickets of manzanita, buck brush, and dead/dying trees from the area of housing concentration. The Mariposa Board of Supervisors recognizes the critical importance of this project.

Please see the letter from the Mariposa County Fire Safe Council for additional information.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board has routinely approved letters of support for issues that they believe will benefit the citizens of Mariposa County.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve the letter. Individual Board members may write their own letters of support for the grant application which may not carry the weight of a letter from the entire Board.

ATTACHMENTS:
LOS MCBOS- Lushmeadows 2023 (DOCX)

REF ID# 13891

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

Attachment: LOS MCBOS- Lushmeadows 2023 (RES-2023-136 : Letter of Support for FSC Grant Application - Lushmeadows Ladder)

California Department of Forestry and Fire Protection
Fire Prevention Grants Program
P. O. Box 944246
Sacramento, CA 94244-2460

March 14, 2023

Re: Letter of Support for 22-WP-MMU 45219028 Lushmeadows Ladder Fuels

To Whom It May Concern:

The Mariposa County Board of Supervisors are pleased to support grant application 22-WP-MMU 45219028 Lushmeadows Ladder Fuels, submitted by the Mariposa County Fire Safe Council, Inc. This project is essential for the safety of the Lushmeadows subdivision and surrounding communities. it is supported by the Mariposa County Fire Advisory Committee, The Mariposa County Fire Chief, and it is a project implementing the goals of the Mariposa Community Wildfire Protection Plan (CWPP).

Lushmeadows is identified as a community at risk by Cal Fire and the majority is identified as a very high hazard fire hazard severity zone. It is a Tier 3 Extreme Fire Threat Zone (2018 CPUC). The entire Lushmeadows Mountain Estates subdivision is on a mountain plateau with a very high risk of fire running up hill to the subdivision and creating significant ember cast vulnerability. The housing concentration is fraught with dense brush and tangles of dead/dying/down pines. This critical fire fuel condition will contribute to a rapid house-to house-fire spread. The Lushmeadows Ladder Fuels Project proposes to remove the dense thickets of manzanita, buck brush, and dead/dying trees from the area of housing concentration. The Mariposa Board of Supervisors recognizes the critical importance of this project.

Mariposa County is one of the hardest hit counties in the Sierra Nevada, suffering from the consequences of drought, tree mortality, flooding, and catastrophic wildfires. Highly strategic projects like the Lushmeadows Ladder Fuels Project are critical for mitigating the impact of wildfire by reducing the risk of fire ember ignition susceptibility, intensity, behavior to a crown fire and high burn severity in our WUI community.

We urge you to please award a Fire Prevention grant to the Mariposa Fire Safe Council to implement the Lushmeadows Ladder Fuels Project.

Sincerely,

Miles Menetrey, Chair
Mariposa County Board of Supervisors

MARIPOSA COUNTY

Board of Supervisors · (209) 966-3222

RESOLUTION - ACTION REQUESTED 2023-137

MEETING: March 14, 2023

TO: The Board of Supervisors

FROM: Miles Menetrey, District V Supervisor

RE: Letter of Support for FSC Grant Application - Bumgardner Ridge

---

RECOMMENDATION AND JUSTIFICATION:
Approve a Letter of Support for a Grant Application Submitted by the Mariposa County Fire Safe Council for Bumgardner Ridge Fuel Break 22-WP-MMU-45317211; and Authorize the Board of Supervisors Chair to Sign the Letter (Board Chair).

Mariposa County Fire Safe Council has requested a Letter of Support from the Mariposa County Board of Supervisors to include in their Grant Package.

This fuel break is a priority implementation project for the safety of our town infrastructure with 23.35% of the entire county population live within the PIZ of Bumgardner Ridge. This fire break will allow for enhanced retardant drops, efficient backfires, and will improve containment probability.

Please see the letter from the Mariposa County Fire Safe Council for additional information.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board has routinely approved letters of support for issues that they believe will benefit the citizens of Mariposa County.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve the letter. Individual Board members may write their own letters of support for the grant application which may not carry the weight of a letter from the entire Board.

ATTACHMENTS:
LOS Bumgardner Ridge FB-BOS 2023 (DOCX)

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

REF ID# 13902

Attachment: LOS Bumgardner Ridge FB-BOS 2023 (RES-2023-137 : Letter of Support for FSC Grant Application - Bumgardner Ridge)

California Department of Forestry and Fire Protection
Fire Prevention Grants Program
P. O. Box 944246
Sacramento, CA 94244-2460

March 14, 2023

Re: Letter of Support for 22-WP-MMU-45317211 – Bumgardner Ridge Fuel Break

To Whom It May Concern:

The Mariposa County Board of Supervisors are pleased to support grant application 22-WP-MMU-45317211 – Bumgardner Ridge Fuel Break, submitted by the Mariposa County Fire Safe Council, Inc. This fuel break is a priority implementation project for the safety of our town infrastructure. It is a priority project for the Cal Fire MMU Battalion 2, it is supported by the Mariposa County Fire Advisory Committee, the Mariposa County Fire Chief, and it is a project implementing the goals of the Mariposa Community Wildfire Protection Plan (CWPP).

The town of Mariposa is the largest community in Mariposa County. It is the county seat and the center of all county infrastructure. 23.35% of the entire county population live within the PIZ of Bumgardner Ridge. The town of Mariposa is identified as a community at risk by Cal Fire, and the entirety of the project area is identified as a Very High Fire Hazard Severity Zone (FHSZ 2022). It is also a Tier 3 EXTREME Fire Threat Zone (2021 CPUC).

State Route 140/49 is the primary transportation and evacuation pathway for the county and Yosemite National Park. It travels around the base of Bumgardner Ridge for 6.5 miles. The strategic location of Bumguardner Ridge Fuel Break allows for the defense of the evacuating populace, and effective monitoring of fires in all four directions. It would allow Cal Fire to set up a strong and effective defensive line to stop fires from entering downtown. It will allow for enhanced retardant drops, efficient backfires, and will improve containment probability.

Mariposa County is one of the hardest hit counties in the Sierra Nevada, suffering from the consequences of drought, tree mortality, flooding, and catastrophic wildfires. Highly strategic fuel breaks, like Bumgardner Fidge Fuel Break, are critical for mitigating the impact of wildfire by reducing the risk of fire ember ignition susceptibility, intensity, behavior to a crown fire and high burn severity in our WUI community. This fuel break will establish a ridgeline resilient to wildfire while providing firefighters a safe location to stage an effective fire fight.

We urge you to award a Fire Prevention grant to the Mariposa Fire Safe Council to implement the Bumgardner Ridge Fuel Break Project.

Sincerely,

Miles Menetrey, Chair
Mariposa County Board of Supervisors

MARIPOSA COUNTY

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

MEETING: March 14, 2023

TO: The Board of Supervisors

FROM: Danielle Bondshu, Clerk of the Board

RE: CAO (Purchasing Agent) Signed Agreements

RECOMMENDATION AND JUSTIFICATION:
Receive the List of Agreements Entered into by the County Administrative Officer (CAO) (Purchasing Agent) Pursuant to County Code Chapter 3.08, Entered into, Received and Processed in February of 2023.

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

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board receives a synopsis of 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 3-14-23 (PDF)

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

BOARD REPORT ON CAO EXECUTED CONTRACTS

Board Agenda Item for March 14th, 2023

Contractor	Amount	Term	Service	Department
New Horizons Training Agreement	$2,104	2/01/23 to 2/28/23	Training	Admin
Wanger Jones Helsley PC	$20,000	2/1/23 to 1/31/24	Assessment of Merced Irrigation District	Admin
ComEngage	$35,000	1/01/23 to 6/30/23	Food Survey	HHSA
Alliance for Community Transformation	$21,000	1/01/23 to 6/30/23	Recess Program	HHSA
Peckham & McKenny	$26,000	2/03/23 to 10/31/23	Assistant County Admin Director of HR recrutment	HR
Shaw Law Group	$6,950	3/01/23 to 3/30/23	HR 101 training	HR
Renne Public Management Group	$20,000	2/01/23 to 6/31/23	Classification and Compensation Services	HR
Bartle Wells Associates	Term Only	1/01/23 to 6/30/23	Water and Sewer Rate	PW

APA= Assistant Purchasing Agent (Department Head)

Attachment: CAO approved agreements 3-14-23 (2023-28 : CAO (Purchasing Agent) Signed Agreements)

MARIPOSA COUNTY

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

MEETING: March 14, 2023

TO: The Board of Supervisors

FROM: Danielle Bondshu, Clerk of the Board

RE: Department Head Signed Agreements

RECOMMENDATION AND JUSTIFICATION:
Receive the List of Agreements Entered into by the Mariposa County Department Heads (Assistant Purchasing Agents) Pursuant to County Code Chapter 3.08 Entered Into, Received and Processed in February of 2023.

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

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

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

ATTACHMENTS:
Department Head Approved Agreements 3-14-23 (PDF)

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

Department Head Approved Agrement

Board Agenda Item for March 14th , 2023

Contractor	Amount	Term	Service	Department
John Loftis Backflow Testing	$1,000	12/01/22 to 2/28/23	Repair Service	HHSA
Tri County Pump & Well Services	$8,000	1/01/23 to 6/30/23	Pump and Well Service (4920)	HHSA
Kings View Professional	$18,000	1/23/23 to 6/30/23	Professional Services- Cost Reports	HHSA
Tri County And Well Services	$8,000	1/01/23 to 6/30/23	Pump & Well Service (3361)	HHSA
Biometrics4ALL	$8,657	2/01/23 to 2/01/26	Live Scan Fingerprinting	HHSA
Pilar Aurea Calderon	$6,500	1/02/23 to 6/30/23	ESL Grant	Library
Myra Goode	$1,300	Property Purchase	Purchase Easement on Buckeye Road	PW
Brett Evans Tree Service	$750	2/15/23 to 3/31/23	Tree Removal at Hall of Records	PW
47th Place Carpet	$6,000	2/06/23 to 6/30/23	Carpet Replacement at ACO	PW
California Reforestation	$3,500	2/12/23 to 3/31/23	Weed Spraying at Airport	PW
Palmer Tractor	$6,000	30 Days	Emergency Storm Repair Yaqui Gulch	PW
Palmer Tractor	$6,400	30 Days	Emergency Storm Repair Granite Springs	PW
Jones Snyder & Associates	Term Only	2/16/23 to 2/15/24	Land Surveying Service in Yosemite West	PW
California Forensic Insitute	$10,000	2/01/23 to 6/30/23	Pre-Employment Psychological	SO
Mariposa Mini Storage	$855	3/01/23 to 2/28/24	Storage Unit A14 for Master Food Preservers	UCCE

APA= Assistant Purchasing Agent (Department Head)

Attachment: Department Head Approved Agreements 3-14-23 (2023-29 : Department Head Signed

MARIPOSA COUNTY

County Counsel · (209) 966-3222

RESOLUTION - ACTION REQUESTED 2023-138

MEETING: March 14, 2023

TO: The Board of Supervisors

FROM: Steve Dahlem, County Counsel

RE: Rejection of Claim No. C23-1 Marc Farias Jones

RECOMMENDATION AND JUSTIFICATION:
Reject Claim No. C23-1 filed by Marc Farias Jones in the amount of $51,550; and authorize the Board of Supervisors Chair to sign the Notice of Rejection.

The claimant alleges that the flooding that occurred in his building on multiple occasions was caused by the County's insufficient drainage system. Claimant alleges that this has resulted in damage and losses in the amount of $51,550. Based on the County's findings it is recommended that this claim be rejected.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board has previously rejected unsubstantiated claims.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

ATTACHMENTS:
C23-1 Marc Jones (PDF)
Notice of Rejection-Jones (DOC)

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

REF ID# 13863

RECEIVED
JAN 30 2023
BOARD OF SUPERVISORS

COUNTY OF MARIPOSA CLAIM FORM

CLAIM OF MARC FARIAS JONES)
KENT H. JONES (Claimant))
v.)
)
COUNTY OF MARIPOSA)
)

CLAIM FOR PERSONAL INJURY AND/OR PROPERTY DAMAGE
(Government Code § 910)

C23-1

TO THE BOARD OF SUPERVISORS OF MARIPOSA COUNTY:

YOU ARE HEREBY NOTIFIED that: (Please type or print)

Claimant: MARC FARIAS JONES,
Whose address is: 4620 Ben Hur Rd.
City and State: MARIPOSA, CA. Zip: 95338
Contact Phone: 209-347-0735 Email: mfj@thebuildingdesigngroup.com

claims damages from the **COUNTY OF MARIPOSA** in the amount, computed as of the date of presentation of this claim, of $ 46,550.

This claim is based on: *(CHECK APPROPRIATE BOX OR BOXES)*

- ☒ Property Damage
- ☐ Personal Injury
- ☐ Contract
- ☐ Other *(Please List)*

which occurred on 01/09 (MONTH/DAY), 2023 in the vicinity of *(place where incident occurred)*:

4620 Ben Hur Road, MARIPOSA, CA.
(PLACE WHERE INCIDENT OCCURRED)

Describe generally the facts and circumstances that give rise to the claim: *(Please provide another page if more space is needed.)*

FLOOD: caused by heavy rain and the drainage system provided by the county not working effectively. This is the 4th time the building has flooded in the past 10 years. The lower room (conference room) & garage were 24" under water.

The name(s) of the public employee(s) causing claimant's injuries or damages under the above-described circumstances is/are:

The county drainage system was the cause of the damage.
* Request for drainage engineering attached as a seperate issue. (we have more photo's if required)

Attachment: C23-1 Marc Jones (RES-2023-138 : Rejection of Claim No. C23-1 Marc Farias Jones)

The injuries sustained by claimant, as far as known, as of the date of presentation of this claim consist of:
(Describe generally claimant's injuries or damages.)

NO injuries

The amount claimed, as of the date of presentation of this claim is computed as follows:

Damages incurred to date:

Expenses for medical and hospital care $ ✓

Loss of earnings $ ✓

Specific damages (**ITEMIZE & PROVIDE 3 REPAIR ESTIMATES**)

repairs needed per Attached proposals. $ 46,550

Other damages (ITEMIZE)

Loss of equipment in garage $ 5,000

$

TOTAL DAMAGES INCURRED TO DATE: $ 51,550

Estimated future damages as far as known from this incident:

Total estimated prospective damages: $ ✓

TOTAL AMOUNT CLAIMED AS OF DATE OF PRESENTATION OF THIS CLAIM: $

All notices or other communications with regard to this claim should be sent to claimant at:

4620 Bentur Road, Mariposa, CA. 95338

(ADDRESS TO WHICH NOTICES ARE TO BE SENT)

Please return the completed form to: Clerk of the Board, 5100 Bullion St, PO Box 784, Mariposa, CA 95338

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

Dated: 01/30/2023 Signed _____

(CLAIMANT/AGENT FOR CLAIMANT)

Government Code § 911.2. Time of or presentation of claims

A claim relating to a cause of action for death or for injury to person or to personal property or growing crops shall be presented as provided in Article 2 (commencing with § 915) of this chapter not later than six months after the accrual of the cause of action. A claim relating to any other cause of action shall be presented as provided in Article 2 (commencing with § 915) of this chapter not later than one year after the accrual of the cause of action.

Attachment: C23-1 Marc Jones (RES-2023-138 : Rejection of Claim No. C23-1 Marc Farias Jones)

BELL CONSTRUCTION INC.

Lic# 829254 4672 HWY 140 Mariposa CA 95338 (707) 738-7770

01/17/2023

Building Design Group
4620 Ben Hur Rd.
Mariposa Ca 95338

Proposal
Building was flooded from catastrophic rain storms January 9, 2023.
We propose to supply all labor for following scope of work, based on site visit and conversation with owner.

Scope of Work:

Conference Room	
• Remove all wood flooring	$1,200
• Remove 2' of drywall from walls	$900
• Move all electrical plugs and wires up above 2'	$2,500
• Install 2' of DensShield on walls and finish	$1,500
• Install tile flooring and 2' tile base (epoxy grout)	$7,200
• Remove and replace water damaged door	$800
• Paint all new and damaged areas	$2,600
• Replace insulation	$1,200
Crawlspace	
• Remove ductwork	$1,900
• Dry out crawlspace with blowers/fans/etc.	$800
• Remove and replace Insulation	$3,500
• Move ductwork to attic (build chase to attic)	$9,500
Outside	
• Remove and replace damaged siding	$5,600
• Paint new siding to match old	$1,800
• Remove destroyed tools and mud from garage	$750
• Remove and replace undermined slab	$3,800
Other Items	
• Debris hauling and dump fees	$1,000

Total Bid $46,550

Attachment: C23-1 Marc Jones (RES-2023-138 : Rejection of Claim No. C23-1 Marc Farias Jones)

LGA CONSTRUCTION
Since 1989
209.966.7750 • Cell: 209.756.9203
5614 Silverstrand Fall • Mariposa CA 95448
Contractor Lic. #B562190 • Member, MCCA

PROPOSAL

PROPOSAL NO.: 180
SHEET NO.: 1
DATE: 01/20/2023

SUBMITTED TO:
NAME: Building Design Group
ADDRESS: 4620 Ben Hur
CITY, STATE: Mariposa Ca. 95338
PHONE NO.: (209) 966-5000

WORK TO BE PERFORMED AT:
ADDRESS: 4620 Ben Hur
CITY, STATE: Mariposa Ca. 95338
DATE OF PLANS:
ARCHITECT:

We hereby propose to furnish materials and perform necessary labor for the completion of:

1.	Building was flooded on 01/09/23 due to over flowing storm drain. Scope of work repair all water damage.	
2.	Remove all wood flooring and drywall 2' high	$ 1,800.00
3.	Replace insulation and move elect. Plugs above 2'	$3,600.00
4.	Replace door and trim	$ 650.00
5.	Paint all of conference room	$ 2,400.00
6.	Install hardy backer tile floor, tile base	$ 8,400.00
7.	Crawlspace Remove ductwork replace Insulation, dry out crawlspace	$ 5,800.00
8.	Move ductwork to attic	$ 9,200.00
9.	Remove and Replace siding and paint	$7,400.00
10.	Remove Debris from garage	$ 1,500.00
11.	Remove and Replace undermined slab	$ 3,600.00
12.	TOTAL BID	$ 44,350.00

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for the above work, and completed in a substantial workmanlike manner for the sum of:
Forty four thousand three hundred fifty no/cents Dollars ($ 44,350.00) with payments to be as follows:

1. 2.
3. 4.

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge, over and above the estimate.
All agreements contingent upon strikes, accidents, or delays beyond our control.

Respectfully submitted: Lonnie Allen
Per: Lonnie Allen
Note: This proposal may withdrawn by us if not accepted within _____ days.

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Signature: _____

Date: _____ Signature: _____

Attachment: C23-1 Marc Jones (RES-2023-138 : Rejection of Claim No. C23-1 Marc Farias Jones)

4620 Ben Hur 2023

4620 Bar Harbor - 2017

Marc Farias Jones, Kent H Jones
4620 Ben Hur Road
Mariposa, CA 95338
Ph: 209.347.0735
Email: marc@thebuildingdesigngroup.com

January 30, 2023

Mariposa County
Board of Supervisors
Mariposa, CA 95338

Re: Claim for damages to 4620 Ben Hur Road and Request/Demand that a new engineered drainage design be implemented into the area.

See attached map that illustrates the water run-off and drainage that currently occurs at and around the subject property. The Key notes to the attached map are below:

1. Subject Property – 4620 Ben Hur Rd.
2. Aprox. 3' culvert under county yard – drains into Mariposa Creek.
3. Unknown culvert route from the Musick parcel.
4. Flood zone – blue shaded area. Buildings were 2' under water.
5. Inlet to the 3' culvert – on Ben Hur Rd easement. (county property)
6. Inlet to culvert #3. Most of the drainage water is poorly diverted to this inlet. Most runs on to parcel 1.
7. Musick parcel – most of this water runs onto parcel 1.
8. PG&E parcel – this parcel slopes toward parcel 1. There are no retention provisions.
9. County property – entire lot drains into heavy drain (creek bed - #13)
10. Culvert – drains into creek bed #13.
11. Drainage along hwy 49S
12. Large hard surface – the shaded orange are is a hard surface parking lot. All drains into culvert #15 and/or int the creek bed.
13. Green shaded area indicates creek bed/heavy drainage (two fingers as shown).
14. Drainage along the side of Ben Hur Rd.
15. Aprox. 3' culvert outlet from area 12.
16. Aprox. 18" cuvert outlet from above area 12 at the #17 area.
17. Large tributaries dump into culvert 16 and over the top of the parking lot surface and into the creek bed.
18. Mariposa Creek area.
19. Typical property line.

As it is shown in the attached map, the issue is clear that the 3' culvert #2 is not adequate to support a heavy run off, thus overflows and floods the area #4.
We have owned this building now for approximately 15 years and have seen it flood 4 times.
We feel that the issue is a poor or never has truly been looked at drainage design for this area.

Attachment: C23-1 Marc Jones (RES-2023-138 : Rejection of Claim No. C23-1 Marc Farias Jones)

We have attached photos of the post floods; 2017 and 2023.
These two floods are about the same level depth.

If field visits and observations are necessary to gather more information to help justify our requests, please don't hesitate. We'll meet you on site anytime.

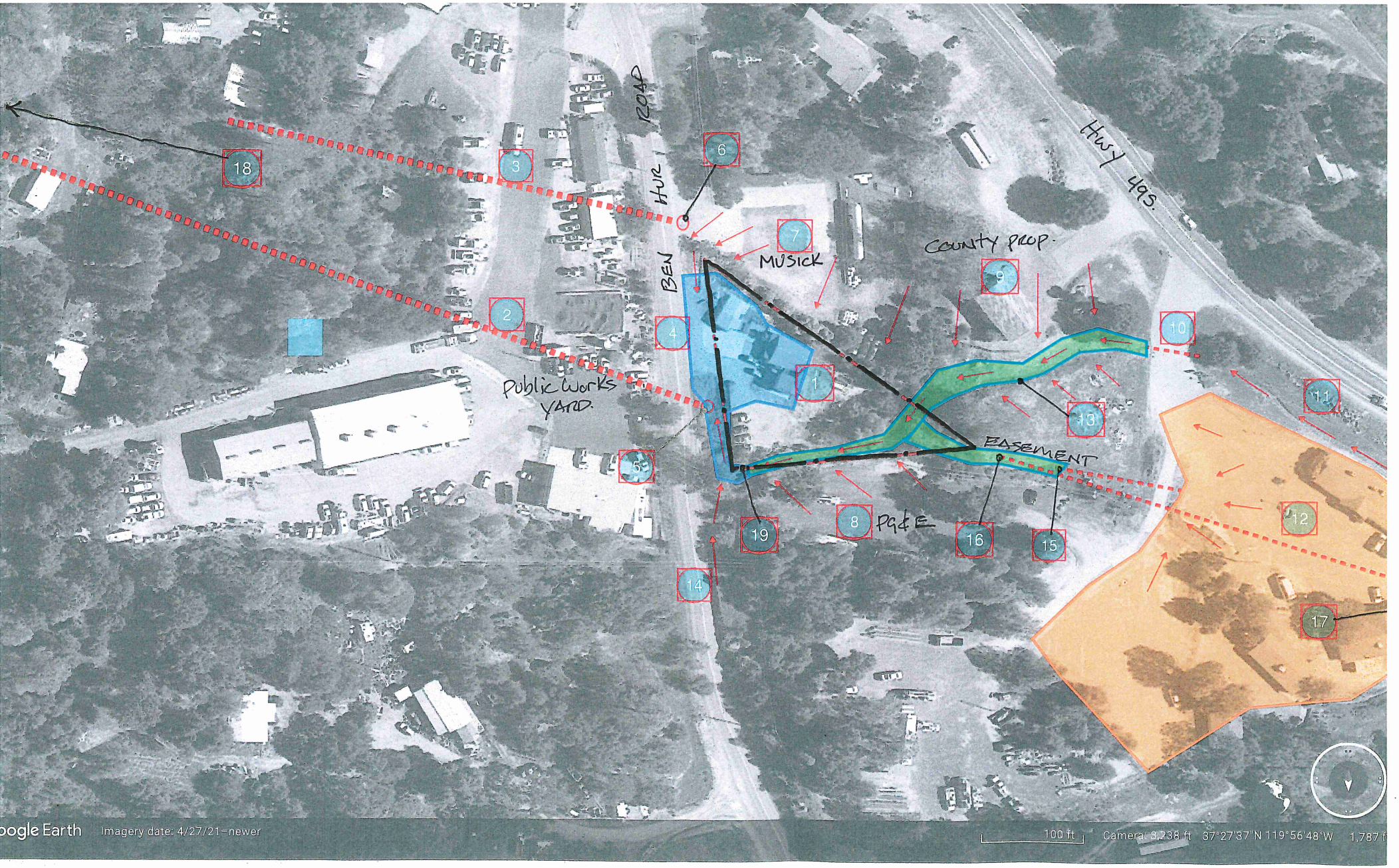
In conclusion, we request/demand that the county require the county civil engineering to team to thoroughly evaluate the situation and come up with a professional solution to the matter. We not only are living with a regular burden but may also be losing value to the property.

Once the damages to the building are remedied, we hope to not have this issue ever again.

Thank you,

Marc Farias Jones

Attachment: C23-1 Marc Jones (RES-2023-138 : Rejection of Claim No. C23-1 Marc Farias Jones)



(1) 4620 BEN HUR ROAD
MARIPOSA, CA
PH. 209.347.0735

Mariposa County Board of Supervisors

District 1 ... ROSEMARIE SMALLCOMBE
District 2 ..... SHANNON POE
District 3 ..... DANETTE TOSO
District 4 ..... WAYNE FORSYTHE
District 5 ..... MILES MENETREY

DALLIN KIMBLE
County Administrative Officer

DANIELLE BONDSHU
Clerk of the Board

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

February 6, 2023

Marc Farias Jones
4620 Ben Hur Road
Mariposa CA, 95338

Re: County Claim C23-1

To Whom It May Concern,

Attached you will find a file-stamped copy of the above-referenced "Claim for Personal Injury and/or Property Damage" dated January 30,2023. Please keep this copy as your proof that the claim has been filed. Additionally, please note that the file has been assigned case number C23-1 and will now be routed for further processing.

Sincerely,

Katherine Slenders
Deputy Clerk of the Board II
Mariposa County Board of Supervisors

ENC.

Attachment: C23-1 Marc Jones (RES-2023-138 : Rejection of Claim No. C23-1 Marc Farias Jones)

Marc Farias Jones
4620 Ben Hur Road
Mariposa, CA 95338

NOTICE OF REJECTION OF CLAIM NO. C23-1/MARC FARIAS JONES

Notice is hereby given that the claim which you presented to the Board of Supervisors on January 30, 2023 in the amount of $51,550 was rejected on March 7, 2023.

The foregoing was passed by the following vote of the Board on the 7th day of March 2023:

AYES:
NOES:
ABSENT:
ABSTAINED:

_____
MILES MENETREY, Chair
Board of Supervisors

ATTEST:

_____
DANIELLE BONDSHU
Clerk of the Board

APPROVED AS TO FORM:

_____
STEVEN W. DAHLEM
County Counsel

Warning

Subject to certain exceptions, you have only six (6) months from the date this notice was personally delivered or deposited in the mail to file a court action on this claim. See Government Code section 945.6. You may seek the advice of an attorney of your choice in connection with this matter. If you desire to consult an attorney, you should do so immediately.

Attachment: Notice of Rejection-Jones (RES-2023-138 : Rejection of Claim No. C23-1 Marc Farias Jones)

Proof of Service by Mail
(1013a, 2015.5 CCP)

STATE OF CALIFORNIA, COUNTY OF MARIPOSA:

I am a citizen of the United States and a resident of the aforesaid County. I am over the age of eighteen years and not a party to the within entitled action; my business address is 5100 Bullion Street (P.O. Box 189), Mariposa, CA 95338. On March 7, 2023 I served the within Notice of Rejection of Claim No. C23-1/Marc Farias Jones on claimant in said action by placing a true copy in a postage-paid envelope addressed to the person(s) hereinafter listed, in California, addressed as follows:

Marc Farias Jones
4620 Ben Hur Road
Mariposa, CA 95338

I declare, under penalty of perjury, that the foregoing is true and correct.

Executed on March _____, 2023 at Mariposa, California.

_____
Rhonda Scherf

Attachment: Notice of Rejection-Jones (RES-2023-138 : Rejection of Claim No. C23-1 Marc Farias Jones)

MARIPOSA COUNTY

District Attorney/Victim Witness · (209) 966-3626

RESOLUTION - ACTION REQUESTED 2023-139

MEETING: March 14, 2023

TO: The Board of Supervisors

FROM: Walter Wall, District Attorney

RE: Approve Budget Action Adding Revenue Within the Victim Witness Budget

---

RECOMMENDATION AND JUSTIFICATION:
Approve Budget Action Receiving Unanticipated Revenue from Federal Grant Funds for Fiscal Year 22/23 Within the District Attorney Victim Witness Budget ($19,550).

The Victim Witness Program (VW) relies on federal grant funds to sustain VW operations. The Victim Witness Services Grant is on a October 1st- September 30th performance period, thus within the county fiscal year the program is operating within two separate grant cycles.

In order to spend down grant funds, this often creates excessive spending in office expenses and travel lines to offset savings from vacant positions. As well as a need to increase these lines for the new grant period.

This increase in revenue is allocating grant funds from the new VW grant cycle into the appropriate categories. In this performance period we have seen a need for an increase in Office Supplies for everyday expenditures as well as for the events planned for National Crime Victims' Rights Week (April). Additionally, we have increased supportive funds to arrange for travel and transportations costs for victims of crime traveling to participate in crime-related events.

The Victim Witness Grant has these funds available through state and federal revenues.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
Victim Witness funds are subject to the federal fiscal year (October - September). Minor amendments are sometimes required to align with that calendar and maintain operations.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If this budget action is not approved, the Program will be unable to pay expenses and balance the budget for the remainder of FY22-23 year. Additionally, victims of crime will not have appropriate access to travel assistance for crime-related events, thus lowering the chances of positive justice outcomes for victims of crime.

REF ID# 13859

FINANCIAL IMPACT:
Adding federal revenue funds within the Victim Witness Budget and it will cause no financial impact.

ATTACHMENTS:
Budget Action Form- Grant Revenue Adjustments- MVW (PDF)

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

DocuSign Envelope ID: A613FE06-D78A-4310-A43F-DF3BCC189279

BUDGET ACTION FORM

FUND	DEP/DIV	ACCOUNT	PROJECT	DESCRIPTION	INCREASE	DECREASE
3215	0215	46112	MVW	Victim Witness OCJP- Federal	(19,550)	
3215	0215	60213	MVW	Office Supplies	8,000	
3215	0215	60411	MVW	Telephone and Internet	1,200	
3215	0215	60414	MVW	Electricity	350	
3215	0215	60522	MVW	Client- Emergency Support	3,000	
3215	0215	60535	MVW	Client-Temporary Housing	2,000	
3215	0215	60553	MVW	Client- Travel Transport	5,000	
				TOTALS	0	0

TRANSFER BETWEEN FUNDS					DEBIT	CREDIT
				TOTALS	0	0

ACTION REQUESTED: (Check all that apply)

(X) Budget appropriation by Board of Supervisors (4/5ths Vote Required): Amending the total amount available in the county budget, or in any one fund of the budget , or transferring appropriation from 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;

DocuSigned by:

DEPT HEAD SIGNATURE /F70E7E57022409... DATE 2/22/2023 | 1:40 PM PST

APPROVED BY RES NO. CLERK DATE

DEPARTMENT

AUDITOR'S USE ONLY
BA #

Budget Revision Form Revised 07/2000

Attachment: Budget Action Form- Grant Revenue Adjustments- MVW (RES-2023-139 : Approve Budget Action Adding Revenue Within the

MARIPOSA COUNTY

Health and Human Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2023-140

MEETING: March 14, 2023

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: First Amendment - Agreement with Alliance for MHH Drop-In Center

---

RECOMMENDATION AND JUSTIFICATION:
Approve First Amendment to Agreement with Alliance for Community Transformations to Operate the Mariposa Heritage House (Substance Use Disorder Recovery and Drop in Center) Increasing Offered Services Under the Substance Abuse Prevention & Treatment Block Grant (SAPG); and Authorize the Board of Supervisors Chair to Sign the Amendment.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
Mariposa County Health & Human Services Agency has been contracting with Mariposa Heritage House to provide Substance Use Disorder Recovery Services and Supports since 2014. Over time, HHSA has worked with Alliance to expand their services to become a Homeless Drop In Center, provide Housing Navigation and Supports for homeless community members, operate a HUD funded Continuum of Care Permanent Supportive Housing Program, and provide disaster case management following the Detwiler Fire of 2018. Through these collaborative projects, Alliance for Community Transformations has demonstrated their capacity to work with the homeless community.

Financial: Multiple existing and new funding sources are being used through the Health and Human Services Agency to fund this Program. These include: Substance Use Disorder Block Grant Funds. No General Fund is being sought at this time for this program and there is no impact on the General Fund. In fact, our hope is that by serving the recovery and homeless communities and providing shelter, resources from our law enforcement partners will not be as needed for emergency response.

The Board approved a previous Agreement with Alliance to operate the combined Drop-In Center and Connections Homeless Shelter on September 17, 2019 by Resolution 2019-546. The FY19-20 combined Drop-In Center and Connections Homeless Shelter agreement is being split into two separate agreements for FY20-21. The Board approved an agreement with Alliance for the Drop-In Center on July 20, 2021 through Resolution No. 2021-428. The most recent agreement for the Drop-In Center operation was approved by the Board on June 28, 2022 through Resolution No.

2022-380.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Mariposa County Board of Supervisors could make a decision not to approve this amendment with Alliance. Should this happen, HHSA would need to either continue operations of these services to the community or would need to discontinue services to the homeless populations and to those in the recovery community.

FINANCIAL IMPACT:
If this grant is awarded, the HHSA share of costs will be $109,861. Multiple existing and new funding sources are being used through the Health and Human Services Agency to fund this agreement. This program will be funded with Department of Health Care Services Substance Abuse Block Grant (SABG) funds and Realignment funds (if necessary). There is no impact to the County General Fund.

ATTACHMENTS:
Alliance - MHH 2023 - Wsignatures - Res. 2022-380 - EXECUTED (1) (PDF)
First Amendment - AOC Heritage House Agreement 2023V3 (PDF)
MHH Exhibits A and Cv3 - First Amendment (PDF)

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

MARIPOSA COUNTY

Health and Human Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2022-380

MEETING: June 28, 2022

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: Agreement with Alliance for MHH Drop-In Center

RECOMMENDATION AND JUSTIFICATION:
Approve an Agreement with Alliance for Community Transformations to operate the Mariposa Heritage House (Substance Use Disorder Recovery and Drop in Center) in an amount not to exceed $109,861; and Authorize the Board of Supervisors Chair to sign the Agreement.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
Mariposa County Health & Human Services Agency has been contracting with Mariposa Heritage House to provide Substance Use Disorder Recovery Services and Supports since 2014. Over time, HHSA has worked with Alliance to expand their services to become a Homeless Drop In Center, provide Housing Navigation and Supports for homeless community members, operate a HUD funded Continuum of Care Permanent Supportive Housing Program, and provide disaster case management following the Detwiler Fire of 2018. Through these collaborative projects, Alliance for Community Transformations has demonstrated their capacity to work with the homeless community.

Financial: Multiple existing and new funding sources are being used through the Health and Human Services Agency to fund this Program. These include: Substance Use Disorder Block Grant Funds and Social Services Realignment funds if necessary. No General Fund is being sought at this time for this program and there is no impact on the General Fund. In fact, our hope is that by serving the recovery and homeless communities and providing shelter, resources from our law enforcement partners will not be as needed for emergency response.

The Board approved a previous Agreement with Alliance to operate the combined Drop-In Center and Connections Homeless Shelter on September 17, 2019 by Resolution 2019-546. The FY19-20 combined Drop-In Center and Connections Homeless Shelter agreement is being split into two separate agreements for FY20-21. The most recent agreement is for the Drop-In Center operation was approved by the Board on July 20, 2021 through Resolution No. 2021-428.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Attachment: Alliance - MHH 2023 - Wsignatures - Res. 2022-380 - EXECUTED (1) (RES-2023-140 : First Amendment - Agreement with Alliance

Mariposa County Board of Supervisors could make a decision not to approve this contract with Alliance. Should this happen, HHSA would need to either continue operations of these services to the community or would need to discontinue services to the homeless populations and to those in the recovery community.

FINANCIAL IMPACT:
If this grant is awarded, the HHSA share of costs will be $109,861. Multiple existing and new funding sources are being used through the Health and Human Services Agency to fund this agreement. This program will be funded with Department of Health Care Services Substance Abuse Block Grant (SABG) funds and Realignment funds (if necessary). There is no impact to the County General Fund.

ATTACHMENTS:
Alliance MHH Agreement 2023v2 - June 7 2022 (PDF)
MHH - Exhibits A and Cv3 (PDF)
MHH - Exhibit B Cost Proposal (1) (PDF)

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

Attachment: Alliance - MHH 2023 - Wsignatures - Res. 2022-380 - EXECUTED (1) (RES-2023-140 : First Amendment - Agreement with Alliance

Attachment: Alliance - MHH 2023 - Wsignatures - Res. 2022-380 - EXECUTED (1) (RES-2023-140 : First Amendment - Agreement with Alliance

AGREEMENT FOR COUNSELING AND COMMUNITY SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this 28th day of June, 2022, by and between the County of Mariposa, a political subdivision of the State of California, ("County"), and Alliance for Community Transformations ("Contractor"), pursuant to the following terms and conditions.

W I T N E S S E T H:

1. TERM

The term of this Agreement shall commence on July 1, 2022 and terminate on June 30, 2023 unless extended as provided by this Agreement.

2. SERVICES

Contractor shall perform counseling and community services as described in Exhibit A, "Scope of Work," and Exhibit C, "Reporting Requirements", which are attached hereto and incorporated herein by reference. Contractor shall provide all staffing and materials necessary to perform the Scope of Work.

3. COMPENSATION

Contractor shall be compensated for services performed in an amount not to exceed $109,861 as set forth in Exhibit B, "Cost Proposal," which is attached hereto and incorporated herein by reference. County shall pay Contractor within thirty (30) of receipt of an approved invoice.

4. INSURANCE

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

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

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

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

(4) Professional Liability (Errors and Omissions): Insurance appropriate to Contractor's profession, with a limit of no less than $2,000,000 per occurrence or claim, $2,000,000 aggregate.

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, County requires and shall be entitled to the broader coverage and/or higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to County.

B. OTHER INSURANCE PROVISIONS

The insurance policies are to contain, or be endorsed to contain, the following provisions:

(1) Additional Insured Status: County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 forms if a later edition is used).

(2) Primary Coverage: For any claims related to this Agreement, Contractor's insurance coverage shall be primary insurance with respect to Contractor's negligent performance of the services as respects County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

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

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

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

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

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

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

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

5. HOLD HARMLESS/INDEMNIFICATION

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

6. INDEPENDENT CONTRACTOR

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

7. PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the Public Employees Retirement System (CalPERS) to be eligible for enrollment in CalPERS as an

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

8. STATE AND FEDERAL TAXES

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

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

9. AUDITS AND INSPECTIONS

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

10. ASSIGNMENT

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

11. NOTICE

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

CONTRACTOR:
Alliance for Community
Transformations
P.O. Box 2075
Mariposa, CA 95338

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

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12. COMPLIANCE

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

13. PUBLIC RECORDS ACT

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

14. ENTIRE AGREEMENT AND MODIFICATION

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

15. ENFORCEABILITY AND SEVERABILITY

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

16. TERMINATION AND RIGHTS UPON TERMINATION

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

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

C. Should Contractor default in the performance of this Agreement or materially breach any of its provisions, County, at its option, may terminate this Agreement by giving written notification to Contractor. The termination date shall be the effective date of the notice.

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For the purposes of this subsection, default or material breach of this Agreement shall include, but not be limited to, any of the following: failure to perform required services in a timely manner, willful destruction of County property, dishonesty, or theft.

17. NO WAIVER

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

18. DISPUTES

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

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

19. CAPTIONS

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

20. NUMBER AND GENDER

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

21. MANDATORY AND PERMISSIVE

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

22. SUCCESSORS AND ASSIGNS

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

23. COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA"), Cal. Civ. Code §§ 1633.1 to

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

24. OTHER DOCUMENTS

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

25. CONTROLLING LAW

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

26. AUTHORITY

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

27. NEGOTIATED AGREEMENT

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

28. NO RELIANCE ON REPRESENTATIONS

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

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29. WARRANTY

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

30. FUNDING AVAILABILITY

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

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

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

COUNTY OF MARIPOSA

76024D67457
Rosemarie Smallcombe
ZorroSign

Rosemarie Smallcombe, Chair
Board of Supervisors

CONTRACTOR

76024D6746B
ZorroSign

Alison Tudor, Executive Director
Alliance for Community Transformations

COUNTERSIGNED:
(Government Code §25103)

76024D67461
Keith M Williams
ZorroSign

Keith Williams
Interim Clerk of the Board

APPROVED AS TO FORM:

76024D6744D
Steven W. Dahlem
ZorroSign

Steven W. Dahlem
County Counsel

Attachment: Alliance - MHH 2023 - Wsignatures - Res. 2022-380 - EXECUTED (1) (RES-2023-140 : First Amendment - Agreement with Alliance

Exhibit A - SCOPE OF WORK

I. **Description of Services**

Alliance for Community Transformations, Mariposa Heritage House (MHH) Program, will provide the following services:

A. Operation of a drop-in center for homeless and underserved individuals:
   a. Facility will be open Monday-Friday weekly from 8am-5pm. Should services not be provided and/or available five days a week, a new proposed schedule shall be submitted and approved by Mariposa County Health & Human Services Agency (HHSA) at least five (5) business days before implementation of change of business.
   b. MHH will be closed 4 days a year for staff meetings and training.
   c. Will provide information, referrals, and linkages to community services.
   d. Will provide individuals with access to shower facilities, meals, laundry facilities, group rooms, resting rooms, etc.

B. Homeless and Housing services:
   a. Conduct intakes and provide case planning and case management support individuals enrolled in the MHH Housing program.
      i. All housing intake referrals shall be completed within five business days.
      ii. All housing intakes shall be input into the Central Sierra Continuum of Care (CoC) Coordinated Entry form and Homeless Management Information System (HMIS) within three (3) business days of the intake interview.
      iii. Conduct assessment utilizing agreed upon assessment tools, this may include, but not be limited to, Central Sierra Continuum CoC Survey Long form 2.0 or Central Sierra CoC's HMIS Project Entry form.
      iv. For every household seeking any type of housing related assistance to be included in the HMIS data collection system with client consent.
      v. Track household progress within the various housing programs as necessary for continuity of care.
      vi. Participate in regular multi-agency team meetings to coordinate housing support for homeless individuals (housing team, CoC calls, housing MDT meetings, and others)
      vii. Provide support and linkage to appropriate and eligible housing assistance programs and services with a warm hand-off to programs and services whenever possible.
      viii. Provide individualized case planning and provide case management at least weekly in order to support individuals experiencing homelessness.

Substance Abuse Prevention and Treatment Block Grant (SAPG)

C. All SAPT activities are subject to all applicable federal and state laws, regulations and standards. The contractor shall be familiar with and establish written policies and procedures consistent with the requirements listed below, as applicable:

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a. Health and Safety Code (HSC), Division 10.5, Part 2 commencing with Section 11760, State Government's Role to Alleviate Problems Related to the Inappropriate Use of Alcoholic Beverages and Other Drug Use.
b. California Code of Regulations (CCR), Title 9, Division 4, commencing with Chapter 1 (herein referred to as Title 9).
c. Government Code (GC), Title 2, Division 4, Part 2, Chapter 2, Article 1.7, Federal Block Grant Funds.
d. GC, Title 5, Division 2, Part 1, Chapter 1, Article 7, Federally Mandated Audits of Block Grant Funds Allocated to Local Agencies, commencing with Section 53130.
e. United State Code (USC), Title 42, Chapter 6A, Subchapter XVII, Part B, Subpart ii, commencing with Section 300x-21, Block Grants for Prevention and Treatment of Substance Abuse.
f. Code of Federal Regulations (CFR), Title 45, Part 75, Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards.
g. CFR, Title 45, Part 96, Block Grants.
h. CFR, Title 42, Part 2, Confidentiality of Substance Use Disorder Patient Records.
i. Title 42, CFR, Part 8, Medication Assisted Treatment for Opioid Use Disorders.
j. CFR, Title 21, Chapter II, Drug Enforcement Administration, Department of Justice.
k. State Administrative Manual (SAM), Chapter 7200, General Outline of Procedures

D. The Contractor shall allow for compliance monitoring, including fiscal monitoring and be accountable for audit exceptions for failure to comply with SAPT requirements.
   a. Any decencies identified during compliance or fiscal monitoring will require a Corrective Action Plan to be submitted to the county.

E. Contractor shall comply with Minimum Quality Drug Treatment Standards, as applicable.
   a. Personnel Policies
      i. Personnel files shall be maintained on all employees and volunteers/interns and shall contain the following:
         1. Application for employment and/or resume;
         2. Signed employment confirmation statement/duty statement;
         3. Job description;
         4. Performance evaluations;
         5. Health records/status as required by program or Title 9;
         6. Other personnel actions (e.g., commendations, discipline, status change, employment incidents and/or injuries);
         7. Training documentation relative to substance use disorders and treatment;
         8. Current registration, certification, intern status, or licensure;
         9. Proof of continuing education required by licensing or certifying agency and program; and
         10. Program Code of Conduct and for registered, certified, and licensed staff, a copy of the certifying/licensing body's code of conduct as well.

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ii. Job descriptions shall be developed, revised as needed, and approved by the Program's governing body. The job descriptions shall include:
    1. Position title and classification;
    2. Duties and responsibilities;
    3. Lines of supervision; and
    4. Education, training, work experience, and other qualifications for the position.

iii. Written code of conduct for employees and volunteers/interns shall be established which addresses at least the following:
    1. Use of drugs and/or alcohol;
    2. Prohibition of social/business relationship with clients or their family members for personal gain;
    3. Prohibition of sexual contact with clients;
    4. Conflict of interest;
    5. Providing services beyond scope;
    6. Discrimination against clients or staff;
    7. Verbally, physically, or sexually harassing, threatening, or abusing clients, family members or other staff;
    8. Protection of client confidentiality;
    9. The elements found in the code of conduct(s) for the certifying organization(s) the program's counselors are certified under; and
    10. Cooperation with complaint investigations.

iv. If a program utilizes the services of volunteers and/or interns, procedures shall be implemented which address:
    1. Recruitment;
    2. Screening;
    3. Selection;
    4. Training and orientation;
    5. Duties and assignments;
    6. Scope of practice;
    7. Supervision;
    8. Evaluation; and
    9. Protection of client confidentiality.

v. The contractor shall not employ any party listed on the exclusions list from the System for Award Management (SAM).

F. Provision of SUD treatment program supports to include:
    a. Linkage and transportation to placement
    b. Peer Counseling for relapse prevention or to link to treatment.
    c. Addiction Recovery Supports
    d. Referrals to other services
        i. All referrals are to be documented as to the referral and follow up.
        ii. Referrals for pregnancy testing, HIV testing and TB testing will be available for all clients.

Attachment: Alliance - MHH 2023 - Wsignatures - Res. 2022-380 - EXECUTED (1) (RES-2023-140 : First Amendment - Agreement with Alliance

iii. For perinatal clients
1. On the referral for SUD services indicate Perinatal status
a. Provide perinatal referrals within 48 hours
2. Provide support referrals to prenatal and pediatric health care, childcare, substance use effects education, and parenting education

e. Recovery support services for Drug Court .

G. Provide transportation to necessary appointments for SUD clients as scheduled/referred by Probation or HHSA, as available.
a. Transportation will be scheduled at least 24 hours in advance in accordance with the MHH referral system to ensure adequate coverage.

H. SAPT services may not be provided while the client is in jail or prison. Services at the Jail will be covered under Substance Use Disorder realignment.

I. All client records and disclosures are to be maintained in a confidential manner as outlined in federal and state guidelines.

J. Funds may not be used for the distribution of sterile needles or syringes

K. Contractor shall ensure equal access to quality care by diverse populations, each service provider shall adopt the Federal Office of Minority Health Culturally and Linguistically Appropriate Service (CLAS) standards.
a. The county provides free training pertaining to the CLAS standards annually. If the provider chooses not to attend this training, they must show proof of cultural training within the same year.
b. Contractor shall adopt a non-discrimination policy in accordance with federal and state laws.

L. Contractor shall ensure that services comply with Trafficking Victims Protection Act of 2000 (TVPA)
a. Conduct annual training on TVPA for all staff.

Reporting/Invoicing

M. Submit detailed invoices and receipts of exact costs to be paid by Mariposa County Health and Human Services Agency by the 15th of every month with the exception of the last invoice of the fiscal year being submitted no later than July 10.

N. Housing: Input and oversight relating to the current maintenance of all required and expected intakes and on-going assessments, case management, financial, demographic and other relevant statistical data into the data collections systems as designated by Mariposa County including, but not limited to, HMIS and CoC's Coordinated Entry. All data collection must be kept current; reports shall be run monthly to ensure timeliness and accuracy of data:
a. All intakes must be input into the HMIS system within three (3) business days of the intake interview.
b. The contractor will attend local, regional, and statewide housing meetings.
c. The contractor shall submit monthly reports to HHSA.

Attachment: Alliance - MHH 2023 - Wsignatures - Res. 2022-380 - EXECUTED (1) (RES-2023-140 : First Amendment - Agreement with Alliance

O. Provide Mariposa County Health and Human Services Agency with a monthly report (see attached).
P. Present quarterly at the Mariposa Abuse Prevention Committee meeting on contract goals and participation rates.

Mariposa County Health and Human Services will provide the following services to help support Mariposa Heritage House:

A. Provide behavioral health professional consultation and case staffing assistance to MHH as needed with appropriate releases.
B. Accept referrals from Alliance for Community Transformations, Mariposa Heritage House Program, professionally and timely.
C. Pay appropriate invoices within thirty (30) business days upon receipt.
D. Hold Administrative Team Meetings to review and evaluate program effectiveness.
E. Assist MHH in obtaining and providing appropriate documentation to meet program and fiscal requirements.

Attachment: Alliance - MHH 2023 - Wsignatures - Res. 2022-380 - EXECUTED (1) (RES-2023-140 : First Amendment - Agreement with Alliance

Exhibit C

Reporting Requirements

SAPT Reporting	
Program Name:	Heritage House – Drop-in Center
Reporting Month:	

SAPT funding:

Drug Court Data to Capture	Totals
Unduplicated number of drug court participants in phase 3 or 4	
Duplicated number of clients provided transportation to drug court and treatment (total number of transportation encounters provided)	
Unduplicated number of Drug Court participants provided with SUD treatment program placements as requested by Health and Human Services	
Unduplicated number of Recovery Support Services for Phase 3 and 4 participants	
Unduplicated number of Drug Court participants receiving recovery support services such as group participation or individual recovery support	
Total number of support groups/activities	
SAPT Data to Capture	**Totals**
Unduplicated number of clients	
Duplicated number of clients provided transportation (total number of transportation encounters provided, unduplicated from drug court reporting)	
Unduplicated number of Perinatal clients	
Unduplicated number of Recovery Support Services	
Unduplicated number of participants receiving recovery support services such as group participation or individual recovery support	
Unduplicated number of SUD referred to county treatment program	
Total number of support groups/activities	

Unduplicated Substance Use Disorder services in jail	

Attachment: Alliance - MHH 2023 - Wsignatures - Res. 2022-380 - EXECUTED (1) (RES-2023-140 : First Amendment - Agreement with Alliance

Housing Reporting Requirements:

Housing Reporting	
Program Name	Housing Supportive Services: Heritage House
Reporting Month	

Data to Capture	Unduplicated Numbers	Duplicated Numbers
1. Number of referrals to County MH Services		
2. Number of individuals that engaged in County MH treatment		
3. Total number of homeless served		
4. Total number of individuals served		
5. Average interval between referral and engagement (Measured in days)	_____ Days	

Data to Capture	Totals
Numbers of Intakes in reporting Period (report in HMIS)	
Number of VI-SPADT or assessment tools used to rank housing needs	
Number of cases managed for housing	
Number of people housed within the reporting period	
Number of people removed from housing within reporting period	

Attachment: Alliance - MHH 2023 - Wsignatures - Res. 2022-380 - EXECUTED (1) (RES-2023-140 : First Amendment - Agreement with Alliance

ATTACHMENT

Heritage House Monthly Reporting

Unduplicated Census

Age	Totals
0-15	
16-25	
26-59	
60+	
Decline to state	

Race	Totals
American Indian or Alaskan Native	
Asian	
Black or African American	
Native American or other Pacific Islander	
White	
Other	
More than one race	
Decline to Answer	

Gender	Totals
Assigned at Birth	
Male	
Female	
Decline to State	
Current Gender Identity	
Male	
Female	
Transgender	
Queer	
Questioning or unsure	
Another Gender Identity	
Decline	

Sexual Orientation	Totals
Gay or Lesbian	
Hetero or Straight	
Bisexual	
Questioning or Unsure	
Queer	
Another Sexual Orientation	
Decline	

Veteran Status	Totals
Yes	
No	
Decline to State	

Language	Totals

Attachment: Alliance - MHH 2023 - Wsignatures - Res. 2022-380 - EXECUTED (1) (RES-2023-140 : First Amendment - Agreement with Alliance

English	
Spanish	

Ethnicity	Totals
Hispanic or Latino	
Caribbean	
Central American	
Mexican/Mexican-American	
Puerto Rican	
South American	
Non-Hispanic or Latino	
African	
Asian Indian/South Asian	
Cambodian	
Chinese	
Eastern European	
European	
Filipino	
Japanese	
Korean	
Middle Eastern	
Vietnamese	
Other	
Decline	
Unknown	
More than one Ethnicity	

Disability	Totals
Difficulty Seeing	
Difficulty Hearing	
Mental Illness	
Physical/Mobility issues	
Chronic Health Condition	
Other	

Attachment: Alliance - MHH 2023 - Wsignatures - Res. 2022-380 - EXECUTED (1) (RES-2023-140 : First Amendment - Agreement with Alliance

Exhibit B – Cost Proposal

Mariposa Heritage House Budget July 1, 2022 - June 30, 2023	MHHSA
Total Cost	$ 109,861
Personnel	
Executive Director: oversees grant management and program direction; fills in for program director when needed (.04 FTE)	$ 5,000
Program Director 1.1: oversees all staff & programs at MHH, responsible for grant reporting (.07 FTE)	$ 4,970
Counselor 5.1: facilitates daily programming and SUD counseling at MHH (.5 FTE)	$ 21,720
Systems Specialist: supports on site systems, data entry & tracking at MHH (.17 FTE)	$ 8,996
Program Specialist 8.1: facilitates daily programming and classes at MHH (.72 FTE)	$ 31,966
Overtime: cost of hourly staff's overtime when necessary	$ 300
Personnel subtotal	*$ 72,952*
Employee Benefits - 21% of staff time	$ 15,320
Personnel total	$ 88,272
Operating	
Accounting	$ 910
Audit	$ 315
Insurance	$ 750
IT Services	$ 313
Subtotal of shared costs	*$ 2,288*
Memberships	$ 45
Professional Fees	$ 108
Office Supplies	$ 400
Printing/Copying	$ 63
Training Fees/Supplies	$ 250
Fleet Mileage	$ 165
Program Supplies	$ 250
Assistance to Clients	$ 750
Subtotal of programmatic costs	*$ 2,031*
Office Rent	$ 2,440
Office Utilities	$ 301
Office Communications	$ 100
Facility Repairs/Maintenance	$ 100
Subtotal of facility costs	*$ 2,941*
Operating total	$ 7,260
Direct costs	$ 95,531
Indirect costs	$ 14,330
Total costs	$ 109,861

Attachment: Alliance - MHH 2023 - Wsignatures - Res. 2022-380 - EXECUTED (1) (RES-2023-140 : First Amendment - Agreement with Alliance

Attachment: First Amendment - AOC Heritage House Agreement 2023V3 (RES-2023-140 : First Amendment - Agreement with Alliance for MHH

FIRST AMENDMENT TO AGREEMENT FOR COUNSELING AND COMMUNITY SERVICES

THIS FIRST AMENDMENT TO AGREEMENT FOR COUNSELING AND COMMUNITY, is made and entered into this _____ day of _____20__, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as **"County,"** and Alliance for Community Transformations, hereinafter referred to as **"Contractor."**

WHEREAS, County and **Contractor** have heretofore entered into an Agreement dated June 28, 2022, wherein **Contractor** agreed to provide counseling and community services; and

WHEREAS, County and **Contractor** desire to amend said Agreement to change the scope of work to be provided by **Contractor;**

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

1. Paragraph 2, "SERVICES," is hereby amended to provide that C**ontractor** agrees to provide the following additional services: subparagrahs k through o of *Substance Abuse Prevention & Treatment Block Grant (SAPG)*, as well as additional language in sections Db, M, and N.

Except as herein amended, the Agreement dated June 28, 2022 shall remain in full force and effect.

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

COUNTY OF MARIPOSA

_____
, Chair
Board of Supervisors

CONTRACTOR

_____
Alison Tudor, Executive Director
Alliance for Community Transformations

COUNTERSIGNED:
(Government Code §25103)

_____
Danielle Bondshu
Clerk of the Board

APPROVED AS TO FORM:

_____
Steven W. Dahlem
County Counsel

First Amendment Exhibit A - SCOPE OF WORK

I. **Description of Services**

Alliance for Community Transformations, Mariposa Heritage House (MHH) Program, will provide the following services:

A. Operation of a drop-in center for homeless and underserved individuals:
   a. Facility will be open Monday-Friday weekly from 8am-5pm. Should services not be provided and/or available five days a week, a new proposed schedule shall be submitted and approved by Mariposa County Health & Human Services Agency (HHSA) at least five (5) business days before implementation of change of business.
   b. MHH will be closed 4 days a year for staff meetings and training.
   c. Will provide information, referrals, and linkages to community services.
   d. Will provide individuals with access to shower facilities, meals, laundry facilities, group rooms, resting rooms, etc.

B. Homeless and Housing services:
   a. Conduct intakes and provide case planning and case management support individuals enrolled in the MHH Housing program.
      i. All housing intake referrals shall be completed within five business days.
      ii. All housing intakes shall be input into the Central Sierra Continuum of Care (CoC) Coordinated Entry form and Homeless Management Information System (HMIS) within three (3) business days of the intake interview.
      iii. Conduct assessment utilizing agreed upon assessment tools, this may include, but not be limited to, Central Sierra Continuum CoC Survey Long form 2.0 or Central Sierra CoC's HMIS Project Entry form.
      iv. For every household seeking any type of housing related assistance to be included in the HMIS data collection system with client consent.
      v. Track household progress within the various housing programs as necessary for continuity of care.
      vi. Participate in regular multi-agency team meetings to coordinate housing support for homeless individuals (housing team, CoC calls, housing MDT meetings, and others)
      vii. Provide support and linkage to appropriate and eligible housing assistance programs and services with a warm hand-off to programs and services whenever possible.
      viii. Provide individualized case planning and provide case management at least weekly in order to support individuals experiencing homelessness.

Substance Abuse Prevention and Treatment Block Grant (SAPG)

C. All SAPT activities are subject to all applicable federal and state laws, regulations and standards. The contractor shall be familiar with and establish written policies and procedures consistent with the requirements listed below, as applicable:

Attachment: MHH Exhibits A and Cv3 - First Amendment (RES-2023-140 : First Amendment - Agreement with Alliance for MHH Drop-In Center)

a. Health and Safety Code (HSC), Division 10.5, Part 2 commencing with Section 11760, State Government's Role to Alleviate Problems Related to the Inappropriate Use of Alcoholic Beverages and Other Drug Use.
b. California Code of Regulations (CCR), Title 9, Division 4, commencing with Chapter 1 (herein referred to as Title 9).
c. Government Code (GC), Title 2, Division 4, Part 2, Chapter 2, Article 1.7, Federal Block Grant Funds.
d. GC, Title 5, Division 2, Part 1, Chapter 1, Article 7, Federally Mandated Audits of Block Grant Funds Allocated to Local Agencies, commencing with Section 53130.
e. United State Code (USC), Title 42, Chapter 6A, Subchapter XVII, Part B, Subpart ii, commencing with Section 300x-21, Block Grants for Prevention and Treatment of Substance Abuse.
f. Code of Federal Regulations (CFR), Title 45, Part 75, Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards.
g. CFR, Title 45, Part 96, Block Grants.
h. CFR, Title 42, Part 2, Confidentiality of Substance Use Disorder Patient Records.
i. Title 42, CFR, Part 8, Medication Assisted Treatment for Opioid Use Disorders.
j. CFR, Title 21, Chapter II, Drug Enforcement Administration, Department of Justice.
k. State Administrative Manual (SAM), Chapter 7200, General Outline of Procedures
l. Byrd Anti-Lobbying Amendment (31 USC 1352) - Contractor certifies 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. Contractor shall also disclose to DHCS any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.
m. Charitable Choice - Nondiscrimination and Institutional Safeguards for Religious Providers. If contractor becomes aware of a Charitable Choice client not wanting services from a religious provider, contract shall immediately notify MCBHRS.
n. All applicable provisions of the Dymally-Alatorre Bilingual Services Act (Government Code sections 7290-7299.8) regarding access to materials that explain services available to the public as well as providing language interpretation services.
o. Comply with the provisions of the Hatch Act (Title 5 USC, Sections 1501-1508), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

D. The Contractor shall allow for compliance monitoring, including fiscal monitoring and be accountable for audit exceptions for failure to comply with SAPT requirements.
   a. Any decencies identified during compliance or fiscal monitoring will require a Corrective Action Plan to be submitted to the county.

Attachment: MHH Exhibits A and Cv3 - First Amendment (RES-2023-140 : First Amendment - Agreement with Alliance for MHH Drop-In Center)

b. Contractor agrees to meet with MCBHRS no less than 1 time monthly for contract monitoring and programmatic progress.

E. Contractor shall comply with Minimum Quality Drug Treatment Standards, as applicable.
   a. Personnel Policies
      i. Personnel files shall be maintained on all employees and volunteers/interns and shall contain the following:
         1. Application for employment and/or resume;
         2. Signed employment confirmation statement/duty statement;
         3. Job description;
         4. Performance evaluations;
         5. Health records/status as required by program or Title 9;
         6. Other personnel actions (e.g., commendations, discipline, status change, employment incidents and/or injuries);
         7. Training documentation relative to substance use disorders and treatment;
         8. Current registration, certification, intern status, or licensure;
         9. Proof of continuing education required by licensing or certifying agency and program; and
         10. Program Code of Conduct and for registered, certified, and licensed staff, a copy of the certifying/licensing body's code of conduct as well.
      ii. Job descriptions shall be developed, revised as needed, and approved by the Program's governing body. The job descriptions shall include:
         1. Position title and classification;
         2. Duties and responsibilities;
         3. Lines of supervision; and
         4. Education, training, work experience, and other qualifications for the position.
      iii. Written code of conduct for employees and volunteers/interns shall be established which addresses at least the following:
         1. Use of drugs and/or alcohol;
         2. Prohibition of social/business relationship with clients or their family members for personal gain;
         3. Prohibition of sexual contact with clients;
         4. Conflict of interest;
         5. Providing services beyond scope;
         6. Discrimination against clients or staff;
         7. Verbally, physically, or sexually harassing, threatening, or abusing clients, family members or other staff;
         8. Protection of client confidentiality;
         9. The elements found in the code of conduct(s) for the certifying organization(s) the program's counselors are certified under; and
         10. Cooperation with complaint investigations.

Attachment: MHH Exhibits A and Cv3 - First Amendment (RES-2023-140 : First Amendment - Agreement with Alliance for MHH Drop-In Center)

iv. If a program utilizes the services of volunteers and/or interns, procedures shall be implemented which address:
    1. Recruitment;
    2. Screening;
    3. Selection;
    4. Training and orientation;
    5. Duties and assignments;
    6. Scope of practice;
    7. Supervision;
    8. Evaluation; and
    9. Protection of client confidentiality.

v. The contractor shall not employ any party listed on the exclusions list from the System for Award Management (SAM).

F. Provision of SUD treatment program supports to include:
    a. Linkage and transportation to placement
    b. Peer Counseling for relapse prevention or to link to treatment.
    c. Addiction Recovery Supports
    d. Referrals to other services
        i. All referrals are to be documented as to the referral and follow up.
        ii. Referrals for pregnancy testing, HIV testing and TB testing will be available for all clients.
        iii. For perinatal clients
            1. On the referral for SUD services indicate Perinatal status
                a. Provide perinatal referrals within 48 hours
            2. Provide support referrals to prenatal and pediatric health care, childcare, substance use effects education, and parenting education
    e. Recovery support services for Drug Court.

G. Provide transportation to necessary appointments for SUD clients as scheduled/referred by Probation or HHSA, as available.
    a. Transportation will be scheduled at least 24 hours in advance in accordance with the MHH referral system to ensure adequate coverage.

H. SAPT services may not be provided while the client is in jail or prison. Services at the Jail will be covered under Substance Use Disorder realignment.

I. All client records and disclosures are to be maintained in a confidential manner as outlined in federal and state guidelines.

J. Funds may not be used for the distribution of sterile needles or syringes

K. Contractor shall ensure equal access to quality care by diverse populations, each service provider shall adopt the Federal Office of Minority Health Culturally and Linguistically Appropriate Service (CLAS) standards.
    a. The county provides free training pertaining to the CLAS standards annually. If the provider chooses not to attend this training, they must show proof of cultural training within the same year.

b. Contractor shall adopt a non-discrimination policy in accordance with federal and state laws.

L. Contractor shall ensure that services comply with Trafficking Victims Protection Act of 2000 (TVPA)
   a. Conduct annual training on TVPA for all staff

M. Information Privacy and Security Training – All contracted employees who access or disclose PHI or PI must complete annual privacy and security training provided by MCBHRS or equivalent training at contractor's expense.

N. Contractor shall report all security breaches immediately to the Quality Assurance unit within MCBHRS.

Reporting/Invoicing

O. Submit detailed invoices and receipts of exact costs to be paid by Mariposa County Health and Human Services Agency by the 15th of every month with the exception of the last invoice of the fiscal year being submitted no later than July 10.

P. Housing: Input and oversight relating to the current maintenance of all required and expected intakes and on-going assessments, case management, financial, demographic and other relevant statistical data into the data collections systems as designated by Mariposa County including, but not limited to, HMIS and CoC's Coordinated Entry. All data collection must be kept current; reports shall be run monthly to ensure timeliness and accuracy of data:
   a. All intakes must be input into the HMIS system within three (3) business days of the intake interview.
   b. The contractor will attend local, regional, and statewide housing meetings.
   c. The contractor shall submit monthly reports to HHSA.

Q. Provide Mariposa County Health and Human Services Agency with a monthly report (see attached).

R. Present quarterly at the Mariposa Abuse Prevention Committee meeting on contract goals and participation rates.

Mariposa County Health and Human Services will provide the following services to help support Mariposa Heritage House:

A. Provide behavioral health professional consultation and case staffing assistance to MHH as needed with appropriate releases.

B. Accept referrals from Alliance for Community Transformations, Mariposa Heritage House Program, professionally and timely.

C. Pay appropriate invoices within thirty (30) business days upon receipt.

D. Hold Administrative Team Meetings to review and evaluate program effectiveness.

E. Assist MHH in obtaining and providing appropriate documentation to meet program and fiscal requirements.

Attachment: MHH Exhibits A and Cv3 - First Amendment (RES-2023-140 : First Amendment - Agreement with Alliance for MHH Drop-In Center)

Exhibit C

Reporting Requirements

SAPT Reporting	
Program Name:	Heritage House – Drop-in Center
Reporting Month:	

SAPT funding:

Drug Court Data to Capture	Totals
Unduplicated number of drug court participants in phase 3 or 4	
Duplicated number of clients provided transportation to drug court and treatment (total number of transportation encounters provided)	
Unduplicated number of Drug Court participants provided with SUD treatment program placements as requested by Health and Human Services	
Unduplicated number of Recovery Support Services for Phase 3 and 4 participants	
Unduplicated number of Drug Court participants receiving recovery support services such as group participation or individual recovery support	
Total number of support groups/activities	
SAPT Data to Capture	**Totals**
Unduplicated number of clients	
Duplicated number of clients provided transportation (total number of transportation encounters provided, unduplicated from drug court reporting)	
Unduplicated number of Perinatal clients	
Unduplicated number of Recovery Support Services	
Unduplicated number of participants receiving recovery support services such as group participation or individual recovery support	
Unduplicated number of SUD referred to county treatment program	
Total number of support groups/activities	

Unduplicated Substance Use Disorder services in jail	

Housing Reporting Requirements:

Housing Reporting	
Program Name	Housing Supportive Services: Heritage House
Reporting Month	

Data to Capture	Unduplicated Numbers	Duplicated Numbers
1. Number of referrals to County MH Services		
2. Number of individuals that engaged in County MH treatment		
3. Total number of homeless served		
4. Total number of individuals served		
5. Average interval between referral and engagement (Measured in days)	_____ Days	

Data to Capture	Totals
Numbers of Intakes in reporting Period (report in HMIS)	
Number of VI-SPADT or assessment tools used to rank housing needs	
Number of cases managed for housing	
Number of people housed within the reporting period	
Number of people removed from housing within reporting period	

Attachment: MHH Exhibits A and Cv3 - First Amendment (RES-2023-140 : First Amendment - Agreement with Alliance for MHH Drop-In Center)

ATTACHMENT

Heritage House Monthly Reporting

Unduplicated Census

Age	Totals
0-15	
16-25	
26-59	
60+	
Decline to state	

Race	Totals
American Indian or Alaskan Native	
Asian	
Black or African American	
Native American or other Pacific Islander	
White	
Other	
More than one race	
Decline to Answer	

Gender	Totals
Assigned at Birth	
Male	
Female	
Decline to State	
Current Gender Identity	
Male	
Female	
Transgender	
Queer	
Questioning or unsure	
Another Gender Identity	
Decline	

Sexual Orientation	Totals
Gay or Lesbian	
Hetero or Straight	
Bisexual	
Questioning or Unsure	
Queer	
Another Sexual Orientation	
Decline	

Veteran Status	Totals
Yes	
No	
Decline to State	

Language	Totals

Attachment: MHH Exhibits A and Cv3 - First Amendment (RES-2023-140 : First Amendment - Agreement with Alliance for MHH Drop-In Center)

English	
Spanish	

Ethnicity	Totals
Hispanic or Latino	
Caribbean	
Central American	
Mexican/Mexican-American	
Puerto Rican	
South American	
Non-Hispanic or Latino	
African	
Asian Indian/South Asian	
Cambodian	
Chinese	
Eastern European	
European	
Filipino	
Japanese	
Korean	
Middle Eastern	
Vietnamese	
Other	
Decline	
Unknown	
More than one Ethnicity	

Disability	Totals
Difficulty Seeing	
Difficulty Hearing	
Mental Illness	
Physical/Mobility issues	
Chronic Health Condition	
Other	

MARIPOSA COUNTY

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

RESOLUTION - ACTION REQUESTED 2023-141

MEETING: March 14, 2023

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: MOU with California Health and Wellness for Drug Medi-Cal Organized Delivery System

---

RECOMMENDATION AND JUSTIFICATION:
Approve Memorandum of Understanding (MOU) with California Health and Wellness Plan (CH&W) to coordinate Drug Medi-Cal Organized Delivery; and Authorize the Board of Supervisors Chair to Sign the MOU.

The purpose of this MOU is to describe the specific roles and responsibilities of County and CH&W for screening, referral, coordination, and delivery of alcohol and other drug services for Medi-Cal beneficiaries of CH&W who meet the medical necessity criteria for Medi-Cal services and identified by Department of Health Care Services (DHCS) as a Medi-Cal Managed Care Health Plan benefit.

HHSA is a Mental Health Plan (MHP), as defined in Title 9 CCR, section 1810.226 and is required by the DHCS to enter into MOUs with any Medi-Cal managed care plan providing health care services to MHP Medi-Cal beneficiaries in accordance with Title 9 CCR.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

Board of Supervisors approved MOU with California Health and Wellness Plan on July 22, 2014 through Resolution No. 2014-371.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If this MOU is not approved then DHCS may sanction HHSA pursuant to paragraph (one), subdivision (e), Section 5775 for failure to comply with the requirements of Welfare & Institution Code, Section 5777.5.

FINANCIAL IMPACT:
There will be no exchange of funds between CHWP and Mariposa County Health and Human Services Agency. There will be no impact to the County General Fund.

ATTACHMENTS:
Mariposa County DMC_ODS MOU with California Health and Wellness_Clean_Signature_Ready_02.14.2023 (PDF)

REF ID# 13843

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

Attachment: Mariposa County DMC_ODS MOU with California Health and Wellness_Clean_Signature_Ready_02.14.2023 (RES-2023-141 : MOU

Memorandum of Understanding

Drug Medi-Cal Organized Delivery System

THIS MEMORANDUM OF UNDERSTANDING (MOU) is made and entered by and between the County of MARIPOSA, a political subdivision of the State of California (hereinafter referred to as "County") and California Health & Wellness Plan, a wholly owned subsidiary of Centene Corporation, whose principal place of business is 4191 E. Commerce Way, Bldg A, Sacramento, CA 95834 (hereinafter referred to as "CH&W").

RECITALS

WHEREAS on November 2, 2010, the Centers for Medicare, and Medicaid Services (CMS) approved the California Health and Human Services Agency's request for approval regarding the California's five-year section 1115 Medicaid Demonstration, titled "California's Bridge to Reform" (Waiver 11-W-00193/9) under the authority of Section 1115(a) of the Social Security Act. On December 30, 2015, CMS approved California's 1115 Waiver Renewal, titled Medi-Cal 2020, to continue to pursue a positive transformation of the Medi-Cal system: and

WHEREAS on August 13, 2015 (amended April 5, 2018), CMS approved the California Department of Health Care Services' proposed amendment of the Special terms and Conditions of Waiver 11-W-00193/9. This amendment to California's Bridge to Reform Waiver authorizes California to implement a new paradigm for Medicaid eligible individuals with substance use disorder (SUD) called the Drug Medi-Cal Organized Delivery System (DMC-ODS); and

WHEREAS this MOU describes the specific roles and responsibilities of County and CH&W for screening, referral, coordination, and delivery of alcohol and other drug services for Medi-Cal beneficiaries of CH&W who meet the medical necessity criteria for Medi-Cal services and identified by Department of Health Care Services (DHCS) as a Medi-Cal Managed Care Health Plan benefit. Mental Health & Substance Use Disorder Services (MHSUDS) Information Notice No. 16-005 is referenced for the requirements of this MOU. It is the intention of the parties to coordinate care between providers of physical, mental health care and substance use treatment services. All references in the MOU to "Members" are limited to CH&W Members. There will be no exchange of funds between County and CH&W; and

WHEREAS nothing contained herein shall add to or delete from the services required by each party under its respective agreements with the DHCS. County and CH&W agree to perform their required services under their respective agreements with the DHCS, to the extent not inconsistent with laws and regulations.

Attachment: Mariposa County DMC_ODS MOU with California Health and Wellness_Clean_Signature_Ready_02.14.2023 (RES-2023-141 : MOU

WHEREAS it is the intent of the parties hereto that such services be in conformity with all applicable federal, state, and local laws; and

NOW, THEREFORE, County and CH&W mutually agree as follows:

ARTICLE I

A. Oversight Responsibilities of CH&W and County

1. CH&W has responsibility to work with County to ensure that oversight is coordinated and comprehensive and that the Member's healthcare is at the center of all oversight. Specific processes and procedures will be developed cooperatively with County, as will any actions required to identify and resolve any issues or problems that arise.
2. County will serve as the entity that will be responsible for program oversight, quality improvement, problem and dispute resolution, and ongoing management of the MOU.
3. CH&W and County will formulate a multidisciplinary clinical team oversight process for clinical operations: linkage, referrals, care management, care coordination, and exchange of medical information. CH&W and County will determine the final composition of the multidisciplinary teams to conduct this oversight function.
4. CH&W and County will designate as appropriate and when possible, the same staff to conduct tasks associated within the oversight and multidisciplinary clinical teams.

B. Screening, Assessment, and Referral

1. Determination of Medical Necessity.
   a. County will follow the medical necessity criteria outlined for the Drug Medi-Cal Organized Delivery System described in the 1115 Waiver Standard Terms and Conditions. DMC-ODS shall be available as a Medi-Cal benefit for individuals who meet the medical necessity criteria and reside in a county that opts into the Pilot program.
   b. CH&W will be responsible for determining medical necessity as it relates to covered health care benefits, as outlined in 22 CCR Section 51303(a).
2. Assessment Process.
   a. CH&W and County shall develop and agree to written policies and procedures regarding agreed-upon screening, assessment, and referral processes.
   b. County will have available for the Mariposa County community and to their providers the current version of the American Society of Addiction Medicine (ASAM) Patient Placement Criteria (PPC Adult & Adolescent) crosswalk that identifies the criteria utilized to assist with determining the appropriate treatment level of care to ensure providers are aware of SUD levels of care for referral purposes.
   c. CH&W providers will ensure a substance use, physical, and mental health screening, including ASAM Level 0.5 screening, brief intervention, and referral to treatment (SBIRT) services for Members, is available.
3. Referrals.
   a. CH&W and County shall develop and agree to written policies and procedures regarding referral processes and tracking of referrals, including the following:

i. County will accept referrals from CH&W staff, providers, and Members' self-referral for determination of medical necessity for alcohol and other drug services.
ii. CH&W accepts referrals from County staff, providers, and Members' self-referral for physical health services.

B. Care Coordination

1. CH&W and County will develop and agree to policies and procedures for coordinating health care for Members enrolled in the CH&W and receiving alcohol and other drug services through County.
2. An identified point of contact from each party to serve as a liaison and initiate, provide, and maintain the coordination of care as mutually agreed upon in CH&W and County protocols.
3. Coordination of care for alcohol and other drug treatment provided by County shall occur in accordance with all applicable federal, state, and local regulations. A process for shared development of care plans by the beneficiary, caregivers and all providers and collaborative treatment planning activities will be developed to ensure clinical integration between DMC-ODS and managed care providers.
4. CH&W and County will promote availability of clinical consultation for Members receiving physical health, mental health and/or SUD services, including consultation on medications when appropriate.
5. The delineation of case management responsibilities will be outlined.
6. Regular meetings to review referral, care coordination, and information exchange protocols and processes will occur with County and CH&W representatives.
7. CH&W will assist Members in locating available treatment service sites. To the extent that treatment slots are not available within the CH&W service area, CH&W shall pursue placement outside of the area.
8. CH&W will coordinate services between the primary care providers and the treatment programs.

C. Information Exchange

1. The CH&W and County will develop and agree to information sharing policies and procedures and agreed upon roles and responsibilities for timely sharing of personal health information (PHI) for the purposes of medical and behavioral health care coordination pursuant to Title 9, CCR, Section 1810.370(a)(3) and other pertinent state and federal laws and regulations, including the Health Insurance Portability and Accountability Act, Title 22 and 42 CFR part 2, governing the confidentiality of mental health, alcohol and drug treatment information.
2. CH&W and County agree that use or disclosure of Member information qualifying as "protected health information" (PHI), as that term is defined under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH), shall be made in accordance with the requirements and any regulations promulgated thereunder (collectively, the HIPAA Rules).
3. PHI shared under this MOU shall be the minimally necessary PHI needed to carry out the purposes of this Addendum and is shared for the purpose of treatment, payment and/or health care operations.

Attachment: Mariposa County DMC_ODS MOU with California Health and Wellness_Clean_Signature_Ready_02.14.2023 (RES-2023-141 : MOU

4. Where applicable, any Member information that constitutes "medical information," as that term is defined under the California Confidential Medical Information Act (CMIA), is disclosed in accordance with the requirements of that law; and if the disclosure of Member information would include information and records obtained in the course of providing mental health services from a facility subject to the additional privacy protections under the Lanterman-Petris-Short Act (Lanterman Act) or if it would be information originating from a federally assisted drug abuse program subject to the additional privacy protections provided by 42 C.F.R. Part 2 that identifies a patient as having or having had a SUD, the party making the disclosure will obtain the appropriate authorization(s) or consent(s) required by the Lanterman Act and/or 42 C.F.R. Part 2 from the Member prior to making the disclosure.
5. CH&W and County will develop and agree to information sharing policies and procedures and agreed upon roles and responsibilities for timely sharing of PHI for the purposes of medical and behavioral health care coordination pursuant to Title 22, Title 9, CCR, Section 1810.370(a)(3), the above referenced regulations, and other pertinent state and federal laws governing the confidentiality of mental health, alcohol, and drug treatment information.
6. Each party is responsible for its own compliance obligations under the above.

D. Reporting and Quality Improvement Requirements

1. CH&W and County will have policies and procedures to address quality improvement requirements and reports.
2. CH&W and County will hold regular meetings, as agreed upon, to review the referral and care coordination process and monitor Member engagement and utilization.

E. Dispute Resolution Process

1. Currently, CH&W and County agree to follow the resolution of dispute process in accordance to Title 9, Section 1850.505, and the contract between the Medi-Cal Managed Care Plans and the State Department of Health Care Services (DHCS). A dispute will not delay member access to medically necessary services.

F. Telephone Access

The County must ensure that Members will be able to access services for urgent or emergency services 24 hours per day, 7 days a week.

The approach will be the "no wrong door" to service access. There will be multiple entry paths for beneficiaries to access alcohol and other drug services. Referrals may come from primary care physicians, providers, CH&W staff, County Departments, and self-referral by calling the County's toll-free number that will be available 24 hours per day, 7 days a week for service access, service authorization and referral.

G. Provider and Member Education

The CH&W and County shall determine the requirements for coordination of Member and provider information about access to CH&W and County covered services to increase navigation support for beneficiaries and their caregivers.

H. Point of Contact

The Point of Contact for the MOU will be a designated liaison from both County and CH&W.

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ARTICLE II

Term: This MOU shall become effective upon final execution by both parties hereto and shall continue in effect until terminated by one of the parties in accordance with Article IV titled "Default, Termination and Cancellation," herein.

ARTICLE III

Changes to MOU: This MOU may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

ARTICLE IV

Default, Termination, and Cancellation:

A. Default: Upon the occurrence of any default of the provisions of this MOU, a party shall give written notice of said default to the party in default (notice). If the party in default does not cure the default within ten (10) days of the date of notice (time to cure), then such party shall be in default. The time to cure may be extended at the discretion of the party giving notice. Any extension of time to cure must be in writing, prepared by the party in default for signature by the party giving notice and must specify the reason(s) for the extension and the date on which the extension of time to cure expires.

Notice given under this section shall specify the alleged default and the applicable MOU provision and shall demand that the party in default perform the provisions of this MOU within the applicable period. No such notice shall be deemed a termination of this MOU unless the party giving notice so elects in this notice, or the party giving notice so elects in a subsequent written notice after the time to cure has expired.

Either party may terminate this MOU upon a material breach if such breach has not been cured within thirty (30) days of receipt of written notice of breach by the non-breaching party.

B. Ceasing Performance: County may terminate this MOU in the event CH&W ceases to operate as a business, or otherwise becomes unable to substantially perform any term or condition of this MOU.

C. Termination or Cancellation without Cause: Either party may terminate this MOU in whole or in part upon seven (7) calendar days written notice by either party without cause.

ARTICLE V

Notice to Parties: All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be addressed as follows:

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COUNTY OF Mariposa
Health and Human Services Agency
P.O. Box 99
Mariposa, CA 95338
ATTN: Contracts Unit

or to such other location as the County directs.

Notices to CH&W shall be addressed as follows:

CALIFORNIA HEALTH & WELLNESS PLAN
P. O. Box 1558
Sacramento, CA 95812-1558
ATTN: (Name), (Vice President, Government Programs, Policy & Strategic Initiatives

or to such other location as CH&W directs.

ARTICLE VI
Change of Address: In the event of a change in address for either party's principal place of business or Notices to either party, each party shall notify the other party in writing pursuant to the provisions contained in this MOU under the Article titled "Notice to Parties

Change of Address: In the event of a change in address for either party's principal place of business or Notices to either party, each party shall notify the other party in writing pursuant to the provisions contained in this MOU under the Article titled "Notice to Parties". Said notice shall become part of this MOU upon acknowledgment of receipt in writing by the other party, and no further amendment of the MOU shall be necessary provided that such change of address does not conflict with any other provisions of this MOU.

ARTICLE VII
Indemnity: County agrees to indemnify and hold harmless CH&W and its employees, agents, and elective and appointive boards from and against any damages, including costs and attorneys' fees, arising out of negligent or intentional acts or omissions of County, its employees, or agents.

CH&W agrees to indemnify and hold harmless County and its employees, agents, and elective and appointive boards from and against any damages, including costs and attorneys' fees, arising out of negligent or intentional acts or omissions of CH&W, its employees, or agents.

ARTICLE VIII
Administrator: The County Officer or employee with responsibility for administering this MOU is Jamie Samboceti, Deputy Director, Health and Human Services Agency, or successor.

ARTICLE VIX

Authorized Signatures: The parties to this MOU represent that the undersigned individuals executing this MOU on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

ARTICLE X

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

ARTICLE XII

Governing Law. This MOU shall be governed by and construed and enforced in accordance with the laws of the State of California, except to the extent such laws conflict with or are preempted by any federal law, in which case such federal law shall govern.

/

ARTICLE XIII

Entire MOU: This document and the documents referred to herein or exhibits hereto are the entire MOU between the parties and they incorporate or supersede all prior written or oral MOUs or understandings.

ARTICLE XIV

Status as Independent Entities. None of the provisions of this MOU is intended to create, nor shall be deemed or construed to create any relationship between County and CH&W other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this MOU. Neither County or CH&W, nor any of their respective agents, employees, or representatives, shall be construed to be the agent, employee, or representative of the other.

ARTICLE XV

Counterparts. This MOU may be executed in counterparts and by facsimile or PDF signature, all of which taken together constitute a single agreement between the parties. Each signed counterpart, including a signed counterpart reproduced by reliable means (such as facsimile and PDF), will be considered as legally effective as an original signature.

ARTICLE XVI

Assignment. Neither this MOU, nor any of a party's rights or obligations hereunder, is assignable by either party without the prior written consent of the other party which consent shall not be unreasonably withheld.

Attachment: Mariposa County DMC_ODS MOU with California Health and Wellness_Clean_Signature_Ready_02.14.2023 (RES-2023-141 : MOU

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date set forth beneath their respective signatures.

California Health and Wellness Plan	**County of Mariposa** (Legibly Print Name of Provider)
Signature:	Signature:
Print Name:	Print Name:
Title:	Title:
Date:	Date:
ECM #:	Tax Identification Number:

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Drug Medi-Cal Organized Delivery System (DMC-ODS) Care Coordination

Roles and Responsibilities	Responsible Party	
	CH&W	County
Oversight Responsibility		
1. Serve as the entity that will be responsible for program oversight, quality improvement, problem and dispute resolution, and ongoing management of the MOU.		✓
2. Formulate a multidisciplinary clinical team oversight process for clinical operations: screening, assessment, referrals, care management, care coordination, and exchange of medical information. Determine the final composition of the multidisciplinary teams to conduct this oversight function.	✓	✓
3. Designate as appropriate and when possible, the same staff to conduct tasks associated within the oversight and multidisciplinary clinical teams.	✓	✓
4. Work with the County to ensure that oversight is coordinated and comprehensive and that the Member's healthcare is at the center of all oversight. Specific processes and procedures will be developed cooperatively with County, as will any actions required to identify and resolve any issues or problems that arise.	✓	
Screening, Assessment and Referral		
1. Determination of Medical Necessity:		
a. Follow the medical necessity criteria outlined in Title 22, California Code of Regulations (CCR) for Drug Medi-Cal services (DMC). DMC services shall be available as a benefit for individuals who meet the medical necessity criteria and reside in a county that provides DMC services.		✓
b. Determine medical necessity as it relates to covered health care benefits, as outlined in 22 CCR Section 51303(a).	✓	
c. Continue to cover and ensure the provision of primary care and other services unrelated to substance use disorder (SUD) treatment.	✓	
2. Assessment Process:		
a. Develop and agree to written policies and procedures regarding agreed-upon screening, assessment, and referral processes.	✓	✓
b. Have available to the community and to their providers the current version of the American Society of Addiction Medicine (ASAM) Patient Placement Criteria (PPC Adult & Adolescent) crosswalk that identifies the criteria utilized to assist with determining the appropriate treatment level of care to ensure providers are aware of SUD levels of care for referral purposes.		✓
c. CH&W providers will ensure; substance use, physical, and mental health screening, including ASAM Level 0.5 screening, brief intervention, and referral to treatment (SBIRT) services for Members is available.	✓	
d. Identify individuals requiring alcohol and or substance abuse treatment services	✓	
3. Referrals		
a. Develop and agree to written policies and procedures regarding referral processes and tracking of referrals, including the following:	✓	✓
i. Accept referrals from CH&W staff, providers, and Members' self-referral for determination of medical necessity for alcohol and other drug services (including outpatient heroin detoxification providers, for appropriate services).		✓
ii. Accept referrals from County staff, providers, and Members' self-referral for physical health services.	✓	
Care Coordination		

Roles and Responsibilities	Responsible Party	
	CH&W	County
4. Develop and agree to policies and procedures for coordinating health care for Members enrolled with CH&W and receiving alcohol and other drug services through County.	✓	✓
5. Identify point of contact from each party to serve as a liaison and initiate, provide, and maintain the coordination of care as mutually agreed upon in the CAH&W and County protocols.	✓	✓
6. Coordination of care for alcohol and other drug treatment provided by County shall occur in accordance with all applicable federal, state, and local regulations.		✓
7. Promote availability of clinical consultation for shared clients receiving physical health, mental health and/or SUD services, including consultation on medications when appropriate.	✓	✓
8. Outline delineation of case management responsibilities.	✓	✓
9. Hold regular meetings to review referral, care coordination, and information exchange protocols and processes will occur with County and CH&W representatives.	✓	✓
10. Assist members in locating available treatment service sites. To the extent that treatment slots are not available within CH&W service area, CH&W shall pursue placement outside of the area.	✓	
11. Coordinate services between the primary care providers and the treatment programs.	✓	
Information Exchange		
1. Agree that use or disclosure of Member information qualifying as "protected health information" (PHI), as that term is defined under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH), shall be made in accordance with the requirements and any regulations promulgated thereunder (collectively, the HIPAA Rules).	✓	✓
2. PHI shared under this Addendum shall be the minimally necessary PHI needed to carry out the purposes of this Addendum and is shared for the purpose of treatment, payment and/or health care operations.	✓	✓
3. Where applicable, any Member information that constitutes "medical information," as that term is defined under the California Confidential Medical Information Act (CMIA), is disclosed in accordance with the requirements of that law; and if the disclosure of Member information would include information and records obtained in the course of providing mental health services from a facility subject to the additional privacy protections under the Lanterman-Petris-Short Act (Lanterman Act) or if it would be information originating from a federally assisted drug abuse program subject to the additional privacy protections provided by 42 C.F.R. Part 2 that identifies a patient as having or having had a SUD, the party making the disclosure will obtain the appropriate authorization(s) or consent(s) required by the Lanterman Act and/or 42 C.F.R. Part 2 from the Member prior to making the disclosure.	✓	✓
4. Develop and agree to information sharing policies and procedures and agreed upon roles and responsibilities for timely sharing of PHI for the purposes of medical and behavioral health care coordination pursuant to Title 22, Title 9, CCR, Section 1810.370(a)(3), the above referenced regulations, and other pertinent state and federal laws governing the confidentiality of mental health, alcohol, and drug treatment information	✓	✓
5. Each party is responsible for its own compliance obligations under the above referenced regulations.	✓	✓
Reporting and Quality Improvement Requirements		
1. Have policies and procedures to address quality improvement requirements and reports.	✓	✓

Attachment: Mariposa County DMC_ODS MOU with California Health and Wellness_Clean_Signature_Ready_02.14.2023 (RES-2023-141 : MOU

Roles and Responsibilities	Responsible Party	
	CH&W	County
2. Hold regular meetings, as agreed upon by each entity, to review the referral and care coordination process and monitor Member engagement and utilization.	✓	✓
Dispute Resolution Process		
1. Agree to follow the resolution of dispute process in accordance to Title 9, Section 1850.505, and the contract between the Medi-Cal Managed Care Plans and the State Department of Health Care Services (DHCS) and Centers for Medicare & Medicaid Services (CMS). A dispute will not delay Member access to medically necessary services.	✓	✓
Telephone Access		
1. Ensure that members will be able to assess services for urgent or emergency services 24 hours per day, 7 days a week.		✓
2. There will be a "no wrong door" to service access approach. There will be multiple entry paths for beneficiaries to access alcohol and other drug services. Referrals may come from primary care physicians, providers, CH&W staff, County Departments, and self-referral.	✓	✓
Provider and Member Education		
1. Determine the requirements for coordination of Member and provider information about access to CH&W and County covered services to increase navigation support for beneficiaries and their caregivers.	✓	✓
Point of Contact for MOU		
1. Designate a liaison as the point of contact for the MOU.	✓	✓

Attachment: Mariposa County DMC_ODS MOU with California Health and Wellness_Clean_Signature_Ready_02.14.2023 (RES-2023-141 : MOU

MARIPOSA COUNTY

HHS/Public Health · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2023-142

MEETING: March 14, 2023

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: Children's Medical Services Plan and Budget for Fiscal Year 2022-2023

RECOMMENDATION AND JUSTIFICATION:
Approve the Children's Medical Services (CMS) Plan and Budget Justification for Fiscal Year 2022-2023 in the Amount of $194,254; and Authorize the Board of Supervisors Chair to Sign the California Children's Services (CCS), Child Health and Disability Prevention (CHDP) and Health Care Program for Children in Foster Care (HCPCFC)Certification Statements.

This Plan and Budget Encompasses $91,207 for the CCS Program, $68,800 for CHDP Program, $12,000 for the Health Care Program for Children in Foster Care (HCPCFC) Program, $14,634 for Health Care Program for Children in Foster Care Psychotropic Medication Monitoring and Oversight (HCPCFC-PMM&O) Program and $7,613 for Health Care Program for Children in Foster Care (HCPCFC) Caseload Relief Program.

The CCS Program provides payment for services for children with medically eligible conditions, including diagnosis, treatment and services for physically handicapped children. State and County must by law, share in the administrative costs (H&S Code 268[a]) and Diagnosis Therapy and Treatment (DTT) Services of the CCS Program at the local level (H&S Code 265[a][b][d].

The County works directly with the State CHDP Office for administration of the CHDP Program, which provides health assessment for the early detection, and prevention of disease and disabilities of children. State Law (H&S 321.2) requires each County to have a CHDP Program.

The Health Care Program for HCPCFC provides for a Foster Care Public Health Nurse (PHN) under Section 16501.3(b) of the Welfare and Institutions Code to monitor children in foster care.

The HCPCFC-PMM&O program includes the collaboration between HCPCFC Public Health Nurse and Child Welfare Services and Probation in following the health management of Foster Children regarding psychotropic medications.

The HCPCFC-Caseload Relief Program assists local HCPCFC programs in reducing PHN caseloads.

These on-going programs, [CCS, CHDP, HCPCFC, HCPCFC-PMM&O and HCPCFC Caseload Relief], are State-mandated. The State has combined these five programs into CMS.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board previously approved and signed CMS Plans & Budgets per RES# 2019- 65, Res# 2017-772, Res# 2016-621

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Elimination of these mandated programs may be a violation of State Law

FINANCIAL IMPACT:
There is no impact to the county general fund. Revenue and corresponding appropriations are included in the FY 2022-2023 budget 3464-401, 3466-401 and 3475-401.

ATTACHMENTS:
FY 2223 CCS Budget and Plan documents (PDF)
FY 2223 CHDP Budget and Plan documents (PDF)
FY 2022-2023 HCPCFC Budget and Plan documents (PDF)

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

Plan and Budget Required Documents Checklist

FY 2022-2023

County/City: Mariposa County **Fiscal Year:** 2022-2023

	Document - CCS	Page Number
1.	**Checklist**	Yes
2.	**Agency Information Sheet**	Yes
3.	**Certification Statements**	Yes
	~~A. Certification Statement (CHDP) – Original and one photocopy~~	~~Yes~~
	B. Certification Statement (CCS) – Original and one photocopy	Yes
4.	**Agency Description**	
	A. Brief Narrative	Yes
	B. Organizational Charts for CCS, CHDP, and HCPCFC	Retain locally
	C. CCS Staffing Standards Profile	Retain locally
	D. Incumbent Lists for CCS, CHDP, and HCPCFC	Yes
	E. Civil Service Classification Statements – Include if newly established, proposed, or revised	**N/A**
	F. Duty Statements – Include if newly established, proposed, or revised	**N/A**
5.	**Implementation of Performance Measures** – Performance Measures	**N/A**
6.	**Data Forms**	
	~~CHDP Program Referral Data~~	~~Yes~~
7.	**Memoranda of Understanding and Interagency Agreements List**	
	A. MOU/IAA List	Yes
	B. New, Renewed, or Revised MOU or IAA	Yes
	C. CHDP IAA with DSS biennially	Retain locally
	D. Interdepartmental MOU for HCPCFC biennially	Retain locally
8.	**Budgets**	
	A. CHDP Administrative Budget (No County/City Match)	
	~~1. Budget Summary~~	~~Yes~~

Attachment: FY 2223 CCS Budget and Plan documents (RES-2023-142 : Children's Medical Services Plan and Budget for Fiscal Year 2022-2023)

County/City: Mariposa County **Fiscal Year: 2022-2023**

Document - CCS	Page Number
~~2. Budget Worksheet~~	~~Yes~~
~~3. Budget Justification Narrative~~	~~Yes~~
B. CHDP Administrative Budget (County/City Match) - Optional	
~~1. Budget Worksheet~~	~~Yes~~
~~2. Budget Justification Narrative~~	~~Yes~~
~~3. Budget Justification Narrative~~	~~Yes~~
C. CHDP Foster Care Administrative Budget (County/City Match) - Optional	
~~1. Budget Summary~~	~~Yes~~
~~2. Budget Worksheet~~	~~Yes~~
~~3. Budget Justification Narrative~~	~~Yes~~
D. ~~HCPCFC Administrative Budget~~	
~~1. Budget Summary~~	~~Yes~~
~~2. Budget Worksheet~~	~~Yes~~
~~3. Budget Justification Narrative~~	~~Yes~~
E. CCS Administrative Budget	
1. Budget Summary	Yes
2. Budget Worksheet	Yes
3. Budget Justification Narrative	Yes
G.. Other Forms	
1. County/City Capital Expenses Justification Form	Yes, if applicable
2. County/City Other Expenses Justification Form	Yes, if applicable
9. **Management of Equipment Purchased with State Funds**	
1. Contractor Equipment Purchased with DHCS Funds Form (DHCS1203)	If applicable
2. Inventory/Disposition of DHCS Funded Equipment Form (DHCS1204)	If applicable
3. Property Survey Report Form (STD 152)	If applicable

Attachment: FY 2223 CCS Budget and Plan documents (RES-2023-142 : Children's Medical Services Plan and Budget for Fiscal Year 2022-2023)

Agency Information Sheet

County/City: Mariposa County **Fiscal Year:** 2022-2023

Official Agency

Name:	Health and Human Services Agency	Address:	Post Office Box 99
	Public Health Department		Mariposa, CA 95338
Health Officer	Eric Sergienko, MD, MPH		

CMS Director (if applicable)

Name:		Address:	
Phone:			
Fax:		E-Mail:	

CCS Administrator

Name:	Julianne Sims	Address:	Post Office Box 99
Phone:	(209) 966-2000		Mariposa, CA 95338
Fax:	(209) 966-8200	E-Mail:	jsims@mariposacounty.org

CHDP Director

Name:	Eric Sergienko, MD, MPH	Address:	Post Office Box 99
Phone:	(209) 966-2000		Mariposa, CA 95338
Fax:	(209) 966-8200	E-Mail:	esergienko@mariposacounty.org

CHDP Deputy Director

Name:	Margarita King	Address:	Post Office Box 5
Phone:	(209) 966-3689		Mariposa, CA 95338
Fax:	(209) 966-4929	E-Mail:	margaritaking@mariposacounty.org

Clerk of the Board of Supervisors or City Council

Name:	Danielle Bondshu	Address:	Post Office Box 784
Phone:	(209) 966-3222		Mariposa, CA 95338
Fax:	(209) 966-5147	E-Mail:	dbondshu@mariposacounty.org

Director of Health and Human Services

Name:	Joe Lynch		Post Office Box 99
Phone:	(209) 966-2000		Mariposa, CA 95338
Fax:	(209) 966-8200	E-Mail:	jlynch@mariposahsc.org

Chief Probation Officer

Name:	Pete Judy		Post Office Box 76
Phone:	(209) 966-3612		Mariposa, CA 95338
Fax:	(209) 742-5961	E-Mail:	pjudy@mariposacounty.org

Attachment: FY 2223 CCS Budget and Plan documents (RES-2023-142 : Children's Medical Services Plan and Budget for Fiscal Year 2022-2023)

State of California - Health and Human Services Agency | Department of Health Services - Children's Medical Services

Certification Statement - California Children's Services (CCS)

County/City: **Mariposa County**	Fiscal Year: 2022-2023

I certify that the CCS Program will comply with all applicable provisions of Health and Safety Code, Division 106, Part 2, Chapter 3, Article 5, (commencing with Section 123800) and Chapters 7 and 8 of the Welfare and Institutions Code (commencing with Sections 14000-14200), and any applicable rules or regulations promulgated by DHCS pursuant to this article and these Chapters. I further certify that this CCS Program will comply with the Children's Medical Services (CMS) Plan and Fiscal Guidelines Manual, including but not limited to, Section 9 Federal Financial Participation. I further certify that this CCS Program will comply with all federal laws and regulations governing and regulating recipients of funds granted to states for medical assistance pursuant to Title XIX of the Social Security Act (42 U.S.C. Section 1396 et seq.) and recipients of funds allotted to states for the Maternal and Child Health Services Block Grant pursuant to Title V of the Social Security Act (42 U.S.C. Section 701 et seq.). I further agree that this CCS Program may be subject to all sanctions or other remedies applicable if this CCS Program violates any of the above laws, regulations and policies with which it has certified it will comply.

	1/27/23
Signature of CCS Administrator	Date Signed

	2/1/23
Signature of Director or Health Officer	Date Signed

- DIRECTOR	2/1/23
Signature and Title of Other – Optional	Date Signed

I certify that this plan has been approved by the local governing body.	
Signature of Local Governing Body Chairperson	Date

Attachment: FY 2223 CCS Budget and Plan documents (RES-2023-142 : Children's Medical Services Plan and Budget for Fiscal Year 2022-2023)

Attachment: FY 2223 CCS Budget and Plan documents (RES-2023-142 : Children's Medical Services Plan and Budget for Fiscal Year 2022-2023)

State of California - Health and Human Services Agency

Department of Health Services - Children's Medical Services

Incumbent List - California Children's Services

For FY 2022-2023 complete the table below for all personnel listed in the CCS budgets. Use **the same** job titles for both the budget and the incumbent list. Total percent for an individual incumbent should **not be over 100 percent.**

Specify whether job duty statements or civil service classification statements have been revised or changed. Only submit job duty statements and civil service classification statements that are new or have been revised. This includes (1) changes in job duties or activities, (2) changes in percentage of time spent for each activity, and (3) changes in percentage of time spent for enhanced and non-enhanced job duties or activities.

County/City: Mariposa County			**Fiscal Year: 2022-2023**	
Job Title	**Incumbent Name**	**FTE % on CCS Admin Budget**	**Have Job Duties Changed? (Yes or No)**	**Has Civil Service Classification Changed? (Yes or No)**
CCS Administrator *	Julianne Sims, Division Director HHSA	1%	No	Yes
Administrative Analyst**	Diane Robarge	6%	No	No
Social Worker Supervisor***	Christy McCarthy	8%	No	No
Social Worker II****	Glenda Polancos	47.05%	No	No
Social Worker II*****	Jesse Bullis	10%	No	No
Accounting Technician******	Dana White	6%	No	No

*FTE for CCS administrator, no change to job duties or activities.
**FTE for Administrative Analyst decrease in FTE, no change to job duties or activities.
***FTE Social Worker Supervisor decrease in FTE, no change to job duties or activities.
**** FTE Worker II decrease in FTE, no change in job duties or activities.
*****FTE Social Worker II decrease in FTE, no change in job duties or activities.
****** FTE for Accounting Technician II, decrease in FTE, no change to job duties or activities.

Memoranda of Understanding/Interagency Agreement List

List all current Memoranda of Understanding (MOUs) or Interagency Agreements (IAAs) in California Children's Services, Child Health and Disability Prevention Program, and Health Care Program for Children in Foster Care. Specify whether the MOU or IAA has changed. Submit only those MOUs and IAAs that are new, have been renewed, or have been revised. For audit purposes, counties or cities should maintain current MOUs and IAAs on file.

County/City: **Mariposa County** **Fiscal Year: 2022-2023**

Title or Name of MOU/IAA	Is this a MOU or an IAA?	Effective Dates From/To	Date Last Reviewed by County/ City	Name of Person Responsible for this MOU/IAA?	Did this MOU/IAA Change? (Yes or No)
Child Health and Disability Prevention Program and California Children Services Interagency Agreement	IAA	07/01/2017-open ended	06/28/2017	Eric Sergienko, MD, MPH, Health Officer	No
Mariposa County CHDP Program Interagency Agreement with Mariposa County Department of Human Services and Mariposa County Probation Department	IAA	Not current – Mariposa County Health Department and Human Services consolidated.	09/22/2019	Eric Sergienko, MD, MPH, Health Officer	No

County/City: Mariposa County **Fiscal Year:** 2022-2023

Title or Name of MOU/IAA	Is this a MOU or an IAA?	Effective Dates From/To	Date Last Reviewed by County/ City	Name of Person Responsible for this MOU/IAA?	Did this MOU/IAA Change? (Yes or No)
Memorandum of Understanding (MOU) Between the Mariposa County Mental Health Managed Care Plan (MHP) and the Mariposa County Child Health and Disability Prevention (CHDP) Program	MOU	Not current – Mariposa County Health Department and Human Services consolidated.	10/17/2019	Eric Sergienko, MD, MPH, Health Officer	No
Interagency Agreement Mariposa County Department of Public Health Child Health and Disability Prevention (CHDP) Program and Mariposa County Head Start Community Action Partnership of Madera County (CAPMC)	IAA	07/01/2017-open ended	09/05/2017	Eric Sergienko, MD, MPH, Health Officer	No
Child Health and Disability Prevention Program (CHDP) and Women, Infant and Children (WIC) supplemental Nutrition Program Interagency Agreement	IAA	07/01/2017-open ended	09/12/2017	Eric Sergienko, MD, MPH, Health Officer	No

County/City: **Mariposa County**

Fiscal Year: 2022-2023

Title or Name of MOU/IAA	Is this a MOU or an IAA?	Effective Dates From/To	Date Last Reviewed by County/ City	Name of Person Responsible for this MOU/IAA?	Did this MOU/IAA Change? (Yes or No)
HCPCFC Memorandum of Understanding	MOU	Not current – Mariposa County Health Department and Human Services consolidated.	09/22/2019	Eric Sergienko, MD, MPH, Health Officer	No

State of California – Health and Human Services Agency
Revised 2/11/20

Department of Health Care Services – Integrated Systems of Care Division

CCS CASELOAD	Actual Caseload	Percent of Total CCS Caseload
STRAIGHT CCS - Total Cases of Open (Active) Straight CCS Children	6	7.41%
OTLICP - Total Cases of Open (Active) OTLICP Children	6	7.41%
MEDI-CAL - Total Cases of Open (Active) Medi-Cal (non-OTLICP) Children	69	85.19%
TOTAL CCS CASELOAD	**81**	**100%**

CCS Administrative Baseline Budget Summary

Fiscal Year: 2022-23

County: Mariposa County

	Col 1 = Col 2+3+4	Straight CCS	OTLICP	Medi-Cal (non-OTLICP) (Column 4 = Columns 5 + 6)		
Column	1	2	3	4	5	6
Category/Line Item	Total Budget	Straight CCS County/State (50/50)	Optional Targeted Low Income Children's Program (OTLICP) County/State/Fed (17.5/17.5/65)	Medi-Cal State/Federal	Enhanced Medi-Cal State/Federal (25/75)	Non-Enhanced Medi-Cal State/Federal (50/50)
I. Total Personnel Expense	68,926	5,107	5,106	58,716	0	58,716
II. Total Operating Expense	1,549	115	115	1,319	0	1,319
III. Total Capital Expense	0	0	0	0		0
IV. Total Indirect Expense	17,232	1,276	1,276	14,679		14,679
V. Total Other Expense	3,500	259	259	2,981		2,981
Budget Grand Total	91,207	6,757	6,756	77,695	0	77,695

	Col 1 = Col 2+3+4	Straight CCS	OTLICP	Medi-Cal (non-OTLICP) (Column 4 = Columns 5 + 6)		
Column	1	2	3	4	5	6
Source of Funds	Total Budget	Straight CCS County/State (50/50)	Optional Targeted Low Income Children's Program (OTLICP) County/State/Fed (17.5/17.5/65)	Medi-Cal State/Federal	Enhanced Medi-Cal State/Federal (25/75)	Non-Enhanced Medi-Cal State/Federal (50/50)
Straight CCS						
State	3,378	3,378				
County	3,379	3,379				
OTLICP						
State	1,182		1,182			
County	1,182		1,182			
Federal (Title XXI)	4,392		4,392			
Medi-Cal						
State $42,371	38,848			38,848	0	38,848
Federal (Title XIX) $38,850	38,847			38,847	0	38,847

Diane L. Robarge — drobarge@mariposacount
Prepared By (Signature) — Prepared By (Printed Name) — Email Address

Julianne Sims — jsims@mariposacounty.
CCS Administrator (Signature) — CCS Administrator (Printed Name) — Email Address

CCS CASELOAD	Actual Caseload	Percent of Total CCS Caseload
STRAIGHT CCS - Total Cases of Open (Active) Straight CCS Children	6	7.41%
OTLICP - Total Cases of Open (Active) OTLICP Children	6	7.41%
MEDI-CAL - Total Cases of Open (Active) Medi-Cal (non-OTLICP) Children	69	85.19%
TOTAL CCS CASELOAD	81	100%

CCS Administrative Baseline Budget Worksheet

Fiscal Year: 2022-2023

County: Mariposa

				Straight CCS		Optional Targeted Low Income Children's Program (OTLICP)		Medi-Cal (Non-OTLICP)					
Column	**1**	**2**	**3**	**4A**	**4**	**5A**	**5**	**6A**	**6**	**7A**	**7**	**8A**	**8**
Category/Line Item	**% FTE**	**Annual Salary**	**Total Budget (1 x 2 or 4 + 5 +6)**	**Caseload %**	**Straight CCS County/State (50/50)**	**Caseload %**	**Optional Targeted Low Income Children's Program (OTLICP) Co/State/Fed (17.5/17.5/65)**	**Caseload %**	**Medi-Cal State/Federal**	**Enhanced % FTE**	**Enhanced Medi-Cal State/Federal (25/75)**	**Non-Enhanced % FTE**	**Non-Enhanced Medi-Cal State/Federal (50/50)**
I. Personnel Expense													
Program Administration													
1. Julianne Sims, Div Director Health & Human Services	1.00%	138,981	1,390	7.41%	103	7.41%	103	85.19%	1,184			100.00%	1,184
2. Diane Robarge, Administrative Analyst	6.00%	87,753	5,265	7.41%	390	7.41%	390	85.19%	4,485			100.00%	4,485
3. Employee Name, Position	0.00%	0	0	7.41%	0	7.41%	0	85.19%	0			100.00%	0
Subtotal		226,734	6,655		493		493		5,669				5,669
Medical Case Management													
1. Employee Name, Position	0.00%	0	0	7.41%	0	7.41%	0	85.19%	0	0.00%	0	100.00%	0
2. Employee Name, Position	0.00%	0	0	7.41%	0	7.41%	0	85.19%	0	0.00%	0	100.00%	0
Subtotal		0	0		0		0		0		0		0
Other Health Care Professionals													
1. Employee Name, Position	0.00%	0	0	7.41%	0	7.41%	0	85.19%	0	0.00%	0	100.00%	0
2. Employee Name, Position	0.00%	0	0	7.41%	0	7.41%	0	85.19%	0	0.00%	0	100.00%	0
Subtotal		0	0		0		0		0		0		0
Ancillary Support													
1. Christy McCarthy, Social Worker Supervisor	8.00%	87,753	7,020	7.41%	520	7.41%	520	85.19%	5,980			100.00%	5,980
2. Glenda Polancos, Social Worker II	32.05%	60,014	19,234	7.41%	1,425	7.41%	1,425	85.19%	16,385			100.00%	16,385
3. Jesse Bullis, Social Worker I	10.00%	57,156	5,716	7.41%	424	7.41%	423	85.19%	4,869			100.00%	4,869
4. Employee Name, Position		0	0	7.41%	0	7.41%	0	85.19%	0			100.00%	0
Subtotal		204,923	31,970		2,369		2,368		27,234				27,234
Clerical and Claims Support													
1. Dana White, Accounting Technician	6.00%	57,967	3,478	7.41%	258	7.41%	258	85.19%	2,963	0.00%	0	100.00%	2,963
2. Glenda Polancos, Social Worker II	15.00%	55,905	8,386	7.41%	622	7.41%	621	85.19%	7,144	0.00%	0	100.00%	7,144
3. Employee Name, Position	0.00%	0	0	7.41%	0	7.41%	0	85.19%	0	0.00%	0	100.00%	0
Subtotal		113,872	11,864		880		879		10,107		0		10,107
Total Salaries and Wages			50,489	7.41%	3,740	7.41%	3,740	85.19%	43,010	0.00%	0	100.00%	43,010
Staff Benefits (Specify %) 36.64%			18,437	7.41%	1,367	7.41%	1,366	85.19%	15,706		0		15,706
I. Total Personnel Expense			68,926	7.41%	5,107	7.41%	5,106	85.19%	58,716		0		58,716
II. Operating Expense													
1. Travel			0	7.41%	0	7.41%	0	85.19%	0	0.00%	0	100.00%	0
2. Training			0	7.41%	0	7.41%	0	85.19%	0	0.00%	0	100.00%	0
3. Services and Supplies			1,349	7.41%	100	7.41%	100	85.19%	1,149			100.00%	1,149
4. Utilities			200	7.41%	15	7.41%	15	85.19%	170			100.00%	170
II. Total Operating Expense			1,549		115		115		1,319		0		1,319
III. Capital Expense													
1.				7.41%	0	7.41%	0	85.19%	0				0
III. Total Capital Expense			0		0		0		0				0
IV. Indirect Expense													
1. Indirect Cost Rate 25.00%			17,232	7.41%	1,276	7.41%	1,276	85.19%	14,679			100.00%	14,679

CCS CASELOAD	Actual Caseload	Percent of Total CCS Caseload
STRAIGHT CCS - Total Cases of Open (Active) Straight CCS Children	6	7.41%
OTLICP - Total Cases of Open (Active) OTLICP Children	6	7.41%
MEDI-CAL - Total Cases of Open (Active) Medi-Cal (non-OTLICP) Children	69	85.19%
TOTAL CCS CASELOAD	81	100%

CCS Administrative Baseline Budget Worksheet

Fiscal Year: 2022-2023

County: Mariposa

				Straight CCS		Optional Targeted Low Income Children's Program (OTLICP)		Medi-Cal (Non-OTLICP)					
Column	**1**	**2**	**3**	**4A**	**4**	**5A**	**5**	**6A**	**6**	**7A**	**7**	**8A**	**8**
Category/Line Item	**% FTE**	**Annual Salary**	**Total Budget (1 x 2 or 4 + 5 +6)**	**Caseload %**	**Straight CCS County/State (50/50)**	**Caseload %**	**Optional Targeted Low Income Children's Program (OTLICP) Co/State/Fed (17.5/17.5/65)**	**Caseload %**	**Medi-Cal State/Federal**	**Enhanced % FTE**	**Enhanced Medi-Cal State/Federal (25/75)**	**Non-Enhanced % FTE**	**Non-Enhanced Medi-Cal State/Federal (50/50)**
			0	7.41%	0	7.41%	0	85.19%	0			100.00%	0
IV. Total Indirect Expense			17,232		1,276		1,276		14,679				14,679
V. Other Expense													
1. Maintenance & Transportation			3,500	7.41%	259	7.41%	259	85.19%	2,981			100.00%	2,981
2.				7.41%	0	7.41%	0	85.19%	0			100.00%	0
V. Total Other Expense			3,500		259		259		2,981				2,981
Budget Grand Total			91,207		6,757		6,756		77,695		0		77,695

Diane Robarge — Prepared By (Signature)

Diane Robarge — Prepared By (Printed Name) — 1/18/2023 — Date Prepared — (209) 742-0953 — Phone Number

Julianne Sims — CCS Administrator (Signature)

Julianne Sims — CCS Administrator (Printed Name) — Date Signed — (209) 966-2000 — Phone Number

D.17.a

Attachment: FY 2223 CCS Budget and Plan documents (RES-2023-142 : Children's Medical Services Plan and Budget for Fiscal Year 2022-2023)

Packet Pg. 209

CHILDREN'S MEDICAL SERVICES
MARIPOSA COUNTY
CCS ADMINISTRATIVE BUDGET NARRATIVE
FISCAL YEAR 2022-2023

LINE ITEM JUSTIFICATIONS:

I. PERSONNEL EXPENSES

Staff:	FTE	Annual Salary	Budgeted Salary	% Ben	Budgeted Benefits	Total Personnel	
Program Administration:							
Div Dir HHSA	0.010	$138,981	$1,390	32.11%	$446	$1,834	New Administrator
Admin Analyst	0.060	$87,753	$5,265	21.91%	$1,154	$6,419	Salary increase due to increase due to COLA
Ancillary Support							
Social Worker Supervisor	0.080	$87,753	$7,020	39.61%	$2,781	$9,801	Salary increase due to increase due to COLA
Social Worker II	0.321	$60,014	$19,234	37.74%	$7,259	$26,493	Salary increase due to increase due to COLA
Social Worker I	0.100	$57,156	$5,716	34.56%	$1,975	$7,691	Salary increase due to increase due to COLA
Clerical and Claims Support							
Accounting Tech	0.060	$57,967	$3,478	47.65%	$1,658	$5,136	Salary increase due to increase due to COLA
Social Worker II	0.150	$55,905	$8,386	37.74%	$3,165	$11,551	Salary increase due to increase due to COLA
Subtotal:	0.781	$545,529	$50,489		$18,438	$68,925	

II. OPERATING EXPENSES

A. Travel: $0

	B.	Training:	$0	No change from prior year
	C.	Services & Supplies	$1,349	Costs for general office supplies, expendable items, printing, copier lease, equipment maintenance and communications.
	D.	Rent	$0	No cost due to Departments reclocation to a County owned building.
	E.	Utilities:	$200	Costs for pro-rated utilities for the office space occupied by CCS staff.
	H.	Translation Services	$0	
	I.	Software	$0	No longer utilizing previous software
		Total Operating Exp.:	$1,549	
III.		CAPITAL EXPENSES		
			$0	No costs for non-expendable items and fixed assets costing $500 or more.
		Total Capital Exp.:	$0	
IV.		INDIRECT EXPENSES		
	A.	External:	$0	
	B.	Internal:	$17,232	Based pm CDPH approved Indirect Cost Rate for FY 2223. Based on 25% personnel costs. ICR approval letter on file at Local Health Jurisdiction.
		Total Indirect Exp.:	$17,232	
V.		OTHER EXPENSES		

Maintenance & Transportation	$3,500	Calculated based on previous years' Maintenance & Transportation. This is only for client travel.
Total Other Exp.:	$3,500	
BUDGET GRAND TOTAL	$91,207	

DHCS

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

MICHELLE BAASS
DIRECTOR

GAVIN NEWSOM
GOVERNOR

Child Health and Disability Prevention Program
Plan and Budget Reporting Checklist

County/City: Mariposa ☒ Fiscal Year: 2022-23

	Page Number
1. CHDP Plan and Budget Reporting Checklist	1
2. CHDP Certification Statement	2
3. CHDP Organizational Chart	3
4. CHDP New or Revise Memorandum of Understanding and Inter-agency Agreements	NA
5. If Applicable:	
a. Contractor Equipment Purchased with DHCS Funds Form (DHCS1203)	NA
b. Inventory/Disposition of DHCS Funded Equipment Form (DHCS1204)	NA
c. Property Survey Report Form (STD 152)	NA
6. CHDP Plan and Budget Reporting Spreadsheet	
a. Agency Information Sheet	4
b. CHDP Memorandum of Understanding and Inter-agency Agreement List	5
c. CHDP Incumbent List	6
d. CHDP Budget	
i. CHDP Administrative Budget	
– Summary and Worksheet	7
– Budget Narrative	8
ii. Optional County/City - Federal Match Budget	
– Summary and Worksheet	NA
– Budget Narrative	NA

All items listed here should be submitted to the ISCD Budget Portal as one signed PDF document. In addition, Excel worksheet components of this reporting package should also be submitted as one document. Detailed instruction for each item listed can be found in the Integrated Systems of Care Division Plan and Fiscal Guidelines.

Systems of Care Division 1515 K Street, Suite 400, Sacramento, CA 95814
P.O. Box 997413, MS 8100 Sacramento, CA 95899-7413
(916) 327-1400
Internet Address: www.dhcs.ca.gov

Attachment: FY 2223 CHDP Budget and Plan documents (RES-2023-142 : Children's Medical Services Plan and Budget for Fiscal Year 2022-

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

MICHELLE BAASS
DIRECTOR

GAVIN NEWSOM
GOVERNOR

Child Health and Disability Prevention Program
Certification Statement

County/City: Mariposa **Fiscal Year:** 2022-23

I certify that the CHDP Program will comply with all applicable provisions of Health and Safety Code, Division 106, Part 2, Chapter 3, Article 6 (commencing with Section 124025), Welfare and Institutions Code, Division 9, Part 3, Chapters 7 and 8 (commencing with Section 14000 and 14200), Welfare and Institutions Code Section 16970, and any applicable rules or regulations promulgated by DHCS pursuant to that Article, those Chapters, and that section. I further certify that this CHDP Program will comply with the Integrated Systems of Care Plan and Fiscal Guidelines Manual, including but not limited to, Section 9 Federal Financial Participation. I further certify that this CHDP Program will comply with all federal laws and regulations governing and regulating recipients of funds granted to states for medical assistance pursuant to Title XIX of the Social Security Act (42 U.S.C. Section 1396 et seq.). I further agree that this CHDP Program may be subject to all sanctions or other remedies applicable if this CHDP Program violates any of the above laws, regulations and policies with which it has certified it will comply.

Marguerita King 11/21/22

Signature of CHDP Director/Deputy Director — Date Signed

– Director 11/29/22

Signature and Title of Other – Optional — Date Signed

I certify that this plan has been approved by the local governing body.

Signature of Local Governing Body Chairperson — Date Signed

Systems of Care Division 1515 K Street, Suite 400, Sacramento, CA 95814
P.O. Box 997413, MS 8100 Sacramento, CA 95899-7413
(916) 327-1400
Internet Address: www.dhcs.ca.gov

Attachment: FY 2223 CHDP Budget and Plan documents (RES-2023-142 : Children's Medical Services Plan and Budget for Fiscal Year 2022-

KEY
Filled
Vacant
Kristina Allen
Division Director
Health Services (183)
Eric Sentenicio
County Health Officer (18)
Dr. Jonathan Harry
Psychiatrist (Dr)
VACANT
Deputy Director of
Public Health (181)
Sheila Baker
Deputy Director of
Behavioral Health (17)
Lynn Rumfelt
Admin Analyst II (22)
•QA
•Accreditation
•Chronics
•Compliance
Nicole Bone
Office Tech Supv (101)
•Medical Records
•Office Operations
Sydney Fergus
Program Administrator (249)
•ASOC
•Special Projects
•TCM
Todd Davidson
SW Supv II (243)
•SUD
•Drug Court
VACANT
SW Supv II (256)
•FSP
•CCR
Rachel Grein
SW Supv II (242)
•ASOC
•BHC
Kylie Jenkins
SW Supv II (243)
•TRAC Team
•MEDS Team Liaison
BHI
Kerri Gibbons
EH Manager (OP)
•CUPA
•LEA
Dave Conway
EH Manager (43)
•CUPA
•LEA
Vanessa Cummings
Public Health Educator (212)
•Tobacco
•CalFresh Healthy Living
Margarita Kong
PHN Manager (237)
•Community Health
•Clinic Services
Jimmy Whitworth
PH Bilingual Prog
Ex Assistant Cabinet (227)

10.25.2022 HHSA Org Chart with Vacant Positions & Names
KEY
Filled
Vacant
Julianne Sims
Division Director Administration (182)
Joe Lynch
Health & Human Services Agency Director (24)
Erie Sergienko
County Health Officer (14)
•DAWG
Michael Cornwell
Deputy Director of Administration (175)
•Operations-
•Transportation
Chris Ferbrache
Sr. Admin Analyst (193)
•Operations
Kelly Taute
Admin Analyst I (46)
•Transportation
Randy Ridenhour
Sr Admin Analyst (225)
•Behavioral Health
•Health - Fiscal
Lori Norman
Sr Admin Analyst (124)
•Social Services - Fiscal
Julianne Sims
Division Director Administration (182)
Kristina Allen
Division Director Health Services (189)
Bolit Hundal
Division Director Human Services (184)
Kim Bullard
Admin Analyst II (0)
•Human Resources
Kathryn Barry
Exec Assist (45)
Lizzy Diaz
SPSA II (84)
Andy Carter
Sr. Admin Analyst (23)
Amanda Drum
Admin Analyst II (62)
Ron Hill
Program Spec I (206)
Erica Jonson
Program Spec I (265)
VACANT
Sr. Adm Analyst (182)
Amy Woodward
SW Supe I (157)
•Housing
April Hawley
ECA II (87)
Rhonda Cole
Office Tech (46)
Kristyn Hamner
Staff Devel Coord (84)
Nathaniel Jost
SrySA (184)
Enoh Hammon
Maint Worker III (94)
Ronald Evans
Maint Worker III (93)
Efrain Micallef
Maint Worker II (90)
Elias Arip
Maint Worker I (92)
Kristin Alexander
Program Analyst I (209)
Jordan Van Delden
Program Assist II (249)
VACANT
Transit Sys Bus Driver (99)
Patricia Feight
Transit Sys Bus Driver (97)
VACANT
Transit Sys Bus Driver (97)
Ridley Erickson
Driver (EH)
LaDonna Phillips
Driver (EH)
Norma Cortes-Gutierrez
Driver (99)
Steve Johnston
Driver (97)
Kevin Ridenhour
Driver (99)
VACANT
Driver (99)
Wendy Villandre
Driver (EH)
Sarah Kelly
Account Tech II (9)
VACANT
Accountant II (0)
VACANT
Account Tech II (0)
Diana Robledo
Admin Analyst II (31)
Dana White
Account Tech II (84)
Dumisi Wilson
Admin Analyst II (90)
Beth Almeraker
Sr CA (4)
Melanie Rose
Admin Analyst I (23)
VACANT
Sr Account Clerk (93)
Ryan Hemingway
Accountant II (0)
Cyndi Hopkins
Account Tech II (9)
Cheryl Redding
Sr Account Clerk (82)
Sandra Meek
Sr Account Clerk (83)
Eric Stewart
Admin Tech (84)
VACANT
Admin Tech (84)
Magdalene Cooper
Student Intern (90)
Melissa Mursali
OA II (0)PS
•Fire Recovery Team



MICHELLE BAASS
DIRECTOR

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

Child Health and Disability Prevention
Agency Information



GAVIN NEWSOM
GOVERNOR

County/City:	Mariposa	**Fiscal Year:**	2022-23
Official Agency			
Street Address:	5362 Lemee Lane	Health Officer:	Eric Sergienko
City:	Mariposa, CA	Local CHDP	
Zip Code:	95338	Central Inbox:	PO Box 99, Mariposa, CA
CMS Director (if applicable)			
Name:		Street Address:	
Phone:		City:	
Email:		Zip Code:	
CHDP Director			
Name:	Eric Sergienko	Street Address:	5362 Lemee Lane
Phone:	(209) 966-2000	City:	Mariposa, CA
Email:	esergienko@mariposacounty.	Zip Code:	95338
CHDP Deputy Director			
Name:	Margarita King	Street Address:	5300 Hwy 49 North
Phone:	(209) 966-3689	City:	Mariposa, CA
Email:	margaritaking@mariposacoun	Zip Code:	95338
Clerk of the Board of Supervisors or City Council			
Name:	Danielle Bondshu	Street Address:	Post Office Box 784
Phone:	(209) 966-3222	City:	Mariposa, CA
Email:	dbondshu@mariposacounty.o	Zip Code:	95338

Attachment: FY 2223 CHDP Budget and Plan documents (RES-2023-142 : Children's Medical Services Plan and Budget for Fiscal Year 2022-

DHCS

MICHELLE BAASS
DIRECTOR

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

Child Health and Disability Prevention
Memoranda of Understanding/Interagency Agreement List

GAVIN NEWSOM
GOVERNOR

County/City:	Mariposa	Fiscal Year:	2022-23

List all current Memoranda of Understanding (MOU) and/or Interagency Agreements (IA) pertaining to the Child Health and Disability Prevention.

	Title or Name of MOU/IA	Name of Partner Entity	Date Last Renewed
1	Mariposa County does not have any MOU's and/or IAA for CHDP FY 22/23		
2			
3			
4			
5			
6			
7			
8			
9			
10			
	(Insert additional rows as needed)		

DHCS

MICHELLE BAASS
DIRECTOR

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

Child Health and Disability Prevention
Incumbent List

GAVIN NEWSOM
GOVERNOR

County/City:	Mariposa	Fiscal Year:	2022-23

List all Child Health and Disability Prevention staff.

Please include applicable vacant positions, including title.

	Name	Title	Email Address	Other Programs (with FTE % each)
1	Eric Sergienko	Health Officer/CHDP Director	esergienko@mariposacounty.org	
2	Margarita King	Public Health Nurse Manager	margaritaking@mariposacounty.org	
3	Vacant	Public Health Nurse		
4	Diane Robarge	Administrative Analyst	drobarge@mariposacounty.org	
5	Dana White	Accounting Technician	dwhite@mariposacounty.org	
6				
7				
8				
9				
10				
	(Insert additional lines as needed)			

CHDP Administrative Budget Summary FY 2022-2023
No County/City Match
County/City Name: MARIPOSA COUNTY

Column	1	2	3	4	5
Category/Line Item	Total Budget (2 + 3)	Total CHDP Budget	Total Medi-Cal Budget (4 + 5)	Enhanced State/Federal (25/75)	Nonenhanced State/Federal (50/50)
I. Total Personnel Expenses	$51,174	$0	$51,174	$40,129	$11,045
II. Total Operating Expenses	$4,832	$0	$4,832	$1,320	$3,512
III. Total Capital Expenses	$0	$0	$0		$0
IV. Total Indirect Expenses	$12,794	$0	$12,794		$12,794
V. Total Other Expenses	$0	$0	$0		$0
Budget Grand Total	$68,800	$0	$68,800	$41,449	$27,351

Column	1	2	3	4	5
Source of Funds	Total Funds	Total CHDP Budget	Total Medi-Cal Budget	Enhanced State/Federal	Nonenhanced State/Federal
State General Funds	$0	$0			
Medi-Cal Funds: ($79,881)	$68,800		$68,800		
State ($28,884)	$24,037		$24,037	$10,362	$13,675
Federal (Title XIX) ($50,997)	$44,763		$44,763	$31,087	$13,676

Diane R. Robarge
Prepared By (Signature)

11/2/22 (209) 742-0953 drobarge@mariposacounty.org
Date Prepared Phone Number Email Address

Margarita King
CHDP Director or Deputy Director (Signature)

11/22/22 (209) 966-3689 margaritaking@mariposacounty.org
Date Phone Number Email Address

CHDP Administrative Budget Worksheet
No County/City Match
State and State/Federal
Fiscal Year 2022-2023

County/City Name: MARIPOSA COUNTY

Column	1A	1B	1	2A	2	3A	3	4A	4	5A	5
Category/Line Item	% or FTE	Annual Salary	Total Budget (1A x 1B or 2 + 3)	CHDP % or FTE	Total CHDP Budget	Total Medi-Cal %	Total Medi-Cal Budget (4 + 5)	% or FTE	Enhanced State/Federal (25/75)	% or FTE	Nonenhanced State/Federal (50/50)
Personnel Expenses											
1. H.O./CHDP Dir - Dr. Sergienko	0.05%	$233,223	$117	0%		100%	$117	0%		100%	$117
2. Public Health Nurse - King	11.95%	$133,541	$15,958	0%		100%	$15,958	95.00%	$15,160	5.00%	$798
3. Public Health Nurse - Vacant	18.15%	$78,428	$14,232	0%		100%	$14,232	100%	$14,232	100%	$0
4. Admin Analyst- Robarge	5.00%	$86,533	$4,327	0%		100%	$4,327	0%		100%	$4,327
5. Acct Tech II - White	5.00%	$57,162	$2,858	0%		100%	$2,858	0%		100%	$2,858
Total Salaries and Wages			$37,492		$0		$37,492		$29,392		$8,100
Less Salary Savings											
Net Salaries and Wages			$37,492		$0		$37,492		$29,392		$8,100
Staff Benefits (Specify %) 36.49%		ACTUAL	$13,682		$0		$13,682		$10,737		$2,945
I. Total Personnel Expenses			$51,174		$0		$51,174		$40,129		$11,045
II. Operating Expenses											
1. Travel			$500		$0		$500		$440		$60
2. Training			$1,000		$0		$1,000		$880		$120
3. Rent & Utiities					$0		$0				$0
4. Off. Supplies & Communications			$1,691		$0		$1,691				$1,691
5. Educational Materials			$1,641		$0		$1,641				$1,641
6. Translation Services			$0		$0		$0				$0
7. Software			$0		$0		$0				$0
8.											
9.											
10.											
II. Total Operating Expenses			$4,832		$0		$4,832		$1,320		$3,512

CHDP Administrative Budget Worksheet
No County/City Match
State and State/Federal
Fiscal Year 2022-2023

County/City Name: MARIPOSA COUNTY

Column		1A	1B	1	2A	2	3A	3	4A	4	5A	5
Category/Line Item		% or FTE	Annual Salary	Total Budget (1A x 1B or 2 + 3)	CHDP % or FTE	Total CHDP Budget	Total Medi-Cal %	Total Medi-Cal Budget (4 + 5)	% or FTE	Enhanced State/Federal (25/75)	% or FTE	Nonenhanced State/Federal (50/50)
III. Capital Expenses												
1.												
2.												
3.												
4.												
5.												
II. Total Capital Expenses				$0		$0		$0				$0
IV. Indirect Expenses												
1. Internal (Specify %)	25.00%			$12,794		$0		$12,794				$12,794
2. External (Specify %)	0.00%			$0		$0		$0				$0
IV. Total Indirect Expenses				$12,794		$0		$12,794				$12,794
V. Other Expenses												
1.												
2.												
3.												
4.												
5.												
V. Total Other Expenses				$0		$0		$0				$0
Budget Grand Total				$68,800		$0		$68,800		$41,449		$27,351

Diane R Robare
Prepared By (Signature)

11/2/22
Date Prepared

(209) 742-0953
Phone Number

Margaret Kemp
CHDP Director or Deputy Director (Signature)

11/21/22
Date

(209) 966-3689
Phone Number



MICHELLE BAASS
DIRECTOR

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

Child Health and Disability Prevention
Budget Narrative



GAVIN NEWSOM
GOVERNOR

State/Federal Funding Source:	**Base**		
County/City Name:	Mariposa	**Fiscal Year:**	2022-23

I. Personnel Expenses

Identify and Explain Any Changes in Personnel/Personnel Expenses

Slight change from last year. Reduced Vacant PHN FTE slightly from last year and adjusted benefits to align with estimated benefits

II. Operating Expenses

Identify and Explain All Operating Expense Line Items

Travel:	No change from prior year
Training:	No change from prior year

III. Capital Expenses

Identify and Explain All Capital Expense Line Items

IV. Indirect Expenses

Identify and Explain All Indirect Expense Line Items

Internal:	CDPH approved at 25% of personnel costs
External:	

V. Other Expenses

Identify and Explain All Other Expense Line Items

	Other expenses consists of general office supplies and educational materials, no change from prior year

Diane Robarge	Diane K Robarge	Administrative Analyst	11/21/22	drobarge@mariposacounty.org	
Prepared By:	Sign	Print	Title	Date	Email
Margarita King	Margarita King	Public Health Nurse Manager	11/21/22	margaritaking@mariposacounty.org	
Authorized CHDP Program Representative:	Sign	Print	Title	Date	Email

Attachment: FY 2223 CHDP Budget and Plan documents (RES-2023-142 : Children's Medical Services Plan and Budget for Fiscal Year 2022-

Health Care Program for Children in Foster Care
Plan and Budget Reporting Checklist

	Page Number
1. HCPCFC Plan and Budget Reporting Checklist	1
2. HCPCFC Certification Statement	2
3. HCPCFC Organizational Chart	3
4. HCPCFC MOU with Local Child Welfare/Social Services	NA
5. HCPCFC Probation IA	NA
6. If Applicable:	
a. Contractor Equipment Purchased with DHCS Funds Form (DHCS1203)	NA
b. Inventory/Disposition of DHCS Funded Equipment Form (DHCS1204)	NA
c. Property Survey Report Form (STD 152)	NA
7. HCPCFC Plan and Budget Reporting Spreadsheet	
a. Agency Information Sheet	4
b. Memorandum of Understanding and Interagency Agreement List	5
c. HCPCFC Incumbent List	6
d. HCPCFC Budgets	
i. Base	7
– Summary and Worksheet	
– Budget Narrative	
ii. Psychotropic Medication Monitoring and Oversight	8
– Summary and Worksheet	
– Budget Narrative	
iii. Caseload Relief	9
– Summary and Worksheet	
– Budget Narrative	
iv. Optional County/City - Federal Match	NA
– Summary and Worksheet	
– Budget Narrative	

Attachment: FY 2022-2023 HCPCFC Budget and Plan documents (RES-2023-142 : Children's Medical Services Plan and Budget for Fiscal Year

DHCS

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

MICHELLE BAASS
DIRECTOR

GAVIN NEWSOM
GOVERNOR

Health Care Program for Children in Foster Care
Certification Statement

County/City: Mariposa **Fiscal Year:** 2022-23

I certify that the Health Care Program for Children in Foster Care (HCPCFC) will comply with all applicable state and federal and state laws and regulations, including all federal laws and regulations governing recipients of federal funds granted to states for medical assistance pursuant to Title XIX of the Social Security Act (42 U.S.C. Section 1396 et seq.). I further certify that the HCPCFC will comply with all rules promulgated by DHCS pursuant to these authorities, including the Integrated Systems of Care Plan and Fiscal Guidelines Manual. I further agree that this HCPCFC may be subject to sanctions or other remedies if this HCPCFC violates any of the above.

Margarita King 11/21/22

Signature of HCPCFC Director/County Authorized Representative — Date Signed

11/29/22

Signature of Director or Health Officer — Date Signed

Signature and Title of Other – Optional — Date Signed

I certify that this plan has been approved by the local governing body.

Signature of Local Governing Body Chairperson — Date Signed

Systems of Care Division 1515 K Street, Suite 400, Sacramento, CA 95814
P.O. Box 997413, MS 8100 Sacramento, CA 95899-7413
(916) 327-1400
Internet Address: www.dhcs.ca.gov

Attachment: FY 2022-2023 HCPCFC Budget and Plan documents (RES-2023-142 : Children's Medical Services Plan and Budget for Fiscal Year

KEY
Filled
Vacant
Kristina Allen
Division Director
Health Services (183)
Dr. Jonathan Harry
Psychiatrist (PH)
Eric Senjenko
County Health Officer (18)
VACANT
Deputy Director of
Public Health (181)
Sheila Baker
Deputy Director of
Behavioral Health (17)
Todd Davidson
SW Supv II (183)
-CUD
-Drug Court
VACANT
SW Supv II (156)
-FSP
-CCR
Rachel Gren
SW Supv II (183)
-ASOC
-BHC
Kyle Jenkins
SW Supv II (183)
-TRAC Team
-MEDs Team Liaison
BHI
Sydney Forga
Program Administrator (156)
-ASOC
-Special Projects
-TCM
Kelli Dreisbach
SW Supv I (229)
-TCM
Lynn Rumiel
Admin Analyst II (12)
-QA
-Accreditation
-Contracts
-Compliance
Nicole Bone
Office Tech Supv (181)
-Medical Records
-Office Operations
Kerri Gibbons
EH Manager (OA)
-CUPA
-LEA
Dave Conway
EH Manager (45)
-CUPA
-LEA
Vanessa Cummings
Public Health Educator (112)
-Tobacco
-CalFresh Healthy Living
Marquita King
PHN Manager (227)
-Community Health
-Clinic Services
VACANT
PHN (DH)

MICHELLE BAASS
DIRECTOR

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

Health Care Program for Children in Foster Care
Agency Information

GAVIN NEWSOM
GOVERNOR

County/City:	Mariposa	**Fiscal Year:**	2022-23
Official Agency			
Street Address:	5362 Lemee Lane	Health Officer:	Eric Sergienko
City:	Mariposa, CA	Local HCPCFC Central Inbox:	PO Box 99, Mariposa, CA
Zip Code:	95338		
Parent Agency Director (if applicable)			
Name:		Street Address:	
Phone:		City:	
Email:		Zip Code:	
Authorized HCPCFC Program Administrative Representative			
Name:	Margarita King	Street Address:	5300 Hwy 49 North
Phone:	(209) 966-3689	City:	Mariposa, CA
Email:	margaritaking@mariposacoun	Zip Code:	95338
Clerk of the Board of Supervisors or City Council			
Name:	Danielle Bondshu	Street Address:	Post Office Box 784
Phone:	(209) 966-3222	City:	Mariposa, CA
Email:	dbondshu@mariposacounty.o	Zip Code:	95338
Director of Social Services Agency			
Name:	Joe Lynch	Street Address:	
Phone:	(209) 966-2000	City:	PO Box 99, Mariposa, CA
Email:	jlynch@mariposacounty.org	Zip Code:	95338
Chief Probation Officer			
Name:	Pete Judy	Street Address:	PO Box 76
Phone:	(209) 966-3612	City:	Mariposa, CA
Email:	pjudy@mariposacounty.org	Zip Code:	95338

Attachment: FY 2022-2023 HCPCFC Budget and Plan documents (RES-2023-142 : Children's Medical Services Plan and Budget for Fiscal Year

DHCS

MICHELLE BAASS
DIRECTOR

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

Health Care Program for Children in Foster Care
Memoranda of Understanding/Interagency Agreement List

GAVIN NEWSOM
GOVERNOR

County/City:	Mariposa	Fiscal Year:	2022-23

List all current Memoranda of Understanding (MOU) and/or Interagency Agreements (IA) pertaining to the Health Care Program for Children in Foster Care.

	Title or Name of MOU/IA	MOU with Local Social Services / Child Welfare	IA with Probation	Name of Partner Entity	Date Last Renewed
1	Mariposa County does not have any MOU's and/or IAA for HCPCFC				
2					
3					
4					
5					
6					
7					
8					
9					
10					
	(Insert additional rows as needed)				

DHCS

MICHELLE BAASS
DIRECTOR

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

Health Care Program for Children in Foster Care
Incumbent List

County/City:	Mariposa	Fiscal Year:

List all Health Care Program for Children in Foster Care staff.

HCPCFC staffing is limited to Public Health Nurses and their Direct Support Staff. By selecting "Yes" you certify that this individuals Civil Service Classificat requirements outlined in Section 8 of the Plan and Fiscal Guidelines for the position selected. Please enter Vacant positions, includ

	Name	Title	Direct Support Staff	PHN	Total % FTE as Supervising PHN	Email Address
1	Margarita King	Public Health Nurse Manager	Yes	Yes		margaritaking@mariposacou
2	Vacant	Public Health Nurse				
3						
4						
5						
6						
7						
8						
9						
10						
	(Insert additional lines as needed)					

DHCS
MICHELLE BAASS
DIRECTOR

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

Health Care Program for Children in Foster Care
Budget Worksheet

GAVIN NEWSOM
GOVERNOR

State/Federal Funding Source:	Base

County/City Name:	Mariposa	Fiscal Year:	2022-23

Column		1A	1B	1	2A	2	3A	3
Category/Line Item		Total Base FTE %	Annual Salary	Total Budget	Enhanced FTE %	Enhanced (25/75)	Non-Enhanced FTE %	Non-Enhanced (50/50)
I. Personnel Expenses								
#	Name							
1	Margarita King, PHN Mgr/HCPCFC Director	3%	$133,541	$4,153	95%	$3,945	5%	$208
2	Vacant, PHN	4%	$78,428	$2,745	95%	$2,608	5%	$137
3				$0		$0	100%	$0
4				$0		$0	100%	$0
5				$0		$0	100%	$0
6				$0		$0	100%	$0
7				$0		$0	100%	$0
8				$0		$0	100%	$0
9				$0		$0	100%	$0
10				$0		$0	100%	$0
	(insert additional rows as needed)			$0		$0	100%	$0
Total PHN FTE %		0%			0%		0%	
Total Direct Support Staff FTE %		0%			0%		0%	
Net Salaries and Wages				$6,898		$6,553		$345
Staff Benefits (Specify %)	39%			$2,702		$2,567		$135
I. Total Personnel Expenses				**$9,600**		**$9,120**		**$480**
II. Operating Expenses								
1.	Travel			$0	0%	$0	0%	$0
2.	Training			$0	0%	$0	0%	$0
II. Total Operating Expenses				**$0**		**$0**		**$0**
III. Total Capital Expenses								
IV. Indirect Expenses								
1.	Internal (Specify %)	25%		$2,400				$2,400
IV. Total Indirect Expenses				**$2,400**				**$2,400**
V. Total Other Expenses								
Budget Grand Total				**$12,000**		**$9,120**		**$2,880**

Diane Robarge	Diane Robarge	Administrative Analyst	11/21/22	drobarge@mariposacounty.org
Prepared By:	Sign	Print	Title	Date	Email
Margarita King	Margarita King	PHN Mgr/HCPCFC Director	11/22/22	margaritaking@mariposacounty.org
Authorized HCPCFC Program Representative:	Sign	Print	Title	Date	Email

Budget Summary tables can be found on the "Summary Tables" sheet of this workbook.

Attachment: FY 2022-2023 HCPCFC Budget and Plan documents (RES-2023-142 : Children's Medical Services Plan and Budget for Fiscal Year

MICHELLE BAASS
DIRECTOR

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

Health Care Program for Children in Foster Care
Budget Narrative

GAVIN NEWSOM
GOVERNOR

State/Federal Funding Source:	**Base**		
County/City Name:	Mariposa	**Fiscal Year:**	2022-23

I. Personnel Expenses
Identify and Explain Any Changes in Personnel/Personnel Expenses

Slight change from last year. Reduced Vacant PHN FTE slightly from last year and adjusted benefits to align with estimated benefits

II. Operating Expenses
Identify and Explain All Operating Expense Line Items

Travel:	No change
Training:	No change

III. Capital Expenses *cannot be included in this budget*

IV. Indirect Expenses *Indirect External Expenses cannot be included in this budget*
Identify and Explain All Indirect Expense Line Items

Internal:	Indirect costs approved by CDPH at 25% of personnel costs. Costs include agency costs for personnel not in this budget, county costs i.e. auditor, county counsel, agency director, etc.

V. Other Expenses *cannot be included in this budget*

Prepared By:	Sign	Print	Title	Date	Email
Diane Robarge	Diane L. Robarge		Administrative Analyst	11/21/22	drobarge@mariposacounty.org
Authorized HCPCFC Program Representative:	Sign	Print	Title	Date	Email
Margarita King	Margarita King			11/21/22	margaritaking@mariposacounty.org

Attachment: FY 2022-2023 HCPCFC Budget and Plan documents (RES-2023-142 : Children's Medical Services Plan and Budget for Fiscal Year

DHCS
MICHELLE BAASS
DIRECTOR

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

Health Care Program for Children in Foster Care
Budget Worksheet

GAVIN NEWSOM
GOVERNOR

State/Federal Funding Source:	Psychotropic Medication Monitoring & Oversight

County/City Name:	Mariposa	Fiscal Year:	2022-23

Column		1A	1B	1	2A	2	3A	3
Category/Line Item		Total PMM&O FTE %	Annual Salary	Total Budget	Enhanced FTE %	Enhanced (25/75)	Non-Enhanced FTE %	Non-Enhanced (50/50)
I. Personnel Expenses								
#	**Name**							
1	Margarita King, PHN Mgr/HCPCFC Directo	3%	$133,541	$3,592	95%	$3,413	5%	$180
2	Vacant, PHN	6%	$78,428	$4,886	95%	$4,642	5%	$244
3				$0		$0	100%	$0
4				$0		$0	100%	$0
5				$0		$0	100%	$0
6				$0		$0	100%	$0
7				$0		$0	100%	$0
8				$0		$0	100%	$0
9				$0		$0	100%	$0
10				$0		$0	100%	$0
	(insert additional lines as needed)			$0		$0	100%	$0
Total PHN FTE %		0%			0%		0%	
Total Direct Support Staff FTE %		0%			0%		0%	
Net Salaries and Wages				$8,478		$8,055		$424
Staff Benefits (Specify %)	38%			$3,229		$3,067.34		$161
I. Total Personnel Expenses				**$11,707**		**$11,122**		**$585**
II. Operating Expenses								
1.	Travel			$0	0%	$0	0%	$0
2.	Training			$0	0%	$0	0%	$0
II. Total Operating Expenses				**$0**		**$0**		**$0**
III. Total Capital Expenses								
IV. Indirect Expenses								
1.	Internal (Specify %)	25%		$2,927				$2,927
IV. Total Indirect Expenses				**$2,927**				**$2,927**
V. Total Other Expenses								
Budget Grand Total				**$14,634**		**$11,122**		**$3,512**

Prepared By:	Sign	Diane Robarge	Print	Administrative Analyst	Title	11/21/22	Date	drobarge@mariposacounty.org	Email
Authorized HCPCFC Program Representative:	Sign	Margarita King	Print	PHN Mgr/HCPCFC Director	Title	11/21/22	Date	margaritaking@mariposacounty.org	Email

Budget Summary tables can be found on the "Summary Tables" sheet of this workbook.

Attachment: FY 2022-2023 HCPCFC Budget and Plan documents (RES-2023-142 : Children's Medical Services Plan and Budget for Fiscal Year

DHCS
MICHELLE BAASS
DIRECTOR

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

Health Care Program for Children in Foster Care
Budget Narrative

GAVIN NEWSOM
GOVERNOR

State/Federal Funding Source:	**Psychotropic Medication Monitoring & Oversight**		
County/City Name:	Mariposa	**Fiscal Year:**	2022-23

I. Personnel Expenses
Identify and Explain Any Changes in Personnel/Personnel Expenses

Slight change from last year. Reduced Vacant PHN FTE slightly from last year and adjusted benefits to align with estimated benefits

II. Operating Expenses
Identify and Explain All Operating Expense Line Items

Travel:	No Change
Training:	No Change

III. Capital Expenses *cannot be included in this budget*

IV. Indirect Expenses *Indirect External Expenses cannot be included in this budget*
Identify and Explain All Indirect Expense Line Items

Internal:	Indirect costs approved by CDPH at 25% of personnel costs. Costs include agency costs for personnel not in this budget, county costs i.e. auditor, county counsel, agency director, etc

V. Other Expenses *cannot be included in this budget*

Diane Robarge	Diane K Robarge	Administrative Analyst	11/21/22	drobarge@mariposacounty.org	
Prepared By:	Sign	Print	Title	Date	Email
Margarita King	Margarita King	PHN Mgr/HCPCFC Director	11/21/22	margaritaking@mariposacounty.org	
Authorized HCPCFC Program Representative:	Sign	Print	Title	Date	Email

Attachment: FY 2022-2023 HCPCFC Budget and Plan documents (RES-2023-142 : Children's Medical Services Plan and Budget for Fiscal Year

DHCS
MICHELLE BAASS
DIRECTOR

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

Health Care Program for Children in Foster Care
Budget Worksheet

GAVIN NEWSOM
GOVERNOR

State/Federal Funding Source:	Caseload Relief

County/City Name:	Mariposa	Fiscal Year:	2022-23

Column		1A	1B	1	2A	2	3A	3
Category/Line Item		Total Caseload Relief FTE %	Annual Salary	Total Budget	Enhanced FTE %	Enhanced (25/75)	Non-Enhanced FTE %	Non-Enhanced (50/50)
I. Personnel Expenses								
#	Name							
1	Margarita King, PHN Mgr/HCPCFC Director	2%	$133,541	$2,217	95%	$2,106	5%	$111
2	Vacant, PHN	3%	$ 78,428.00	$2,227	95%	$2,116	5%	$111
3				$0		$0	100%	$0
4				$0		$0	100%	$0
5				$0		$0	100%	$0
6				$0		$0	100%	$0
7				$0		$0	100%	$0
8				$0		$0	100%	$0
9				$0		$0	100%	$0
10				$0		$0	100%	$0
	(insert additional lines as needed)			$0		$0	100%	$0
Total PHN FTE %		0%			0%		0%	
Total Direct Support Staff FTE %		0%			0%		0%	
Net Salaries and Wages				$4,444		$4,222		$222
Staff Benefits (Specify %)	37%			$1,646		$1,563		$82
I. Total Personnel Expenses				**$6,090**		**$5,786**		**$304**
II. Operating Expenses								
1.	Travel			$0	0%	$0	0%	$0
2.	Training			$0	0%	$0	0%	$0
II. Total Operating Expenses				**$0**		**$0**		**$0**
III. Total Capital Expenses								
IV. Indirect Expenses								
1.	Internal (Specify %) 25%			$1,523				$1,523
IV. Total Indirect Expenses				**$1,523**				**$1,523**
V. Total Other Expenses								
Budget Grand Total				**$7,613**		**$5,786**		**$1,827**

Prepared By:	Sign	Diane Robarge	Administrative Analyst	11/20/22	drobarge@mariposacounty.org
		Print	Title	Date	Email
Authorized HCPCFC Program Representative:	Sign	Margarita King	PHN Mgr/HCPCFC Director	11/21/22	margaritaking@mariposacounty.org
		Print	Title	Date	Email

Budget Summary tables can be found on the "Summary Tables" sheet of this workbook.

Attachment: FY 2022-2023 HCPCFC Budget and Plan documents (RES-2023-142 : Children's Medical Services Plan and Budget for Fiscal Year

MICHELLE BAASS
DIRECTOR

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

Health Care Program for Children in Foster Care
Budget Narrative

GAVIN NEWSOM
GOVERNOR

State/Federal Funding Source:	**Caseload Relief**		
County/City Name:	Mariposa	**Fiscal Year:**	2022-23

I. Personnel Expenses
Identify and Explain Any Changes in Personnel/Personnel Expenses

Slight increase in FTE

II. Operating Expenses
Identify and Explain All Operating Expense Line Items

Travel:	No change
Training:	No change

III. Capital Expenses *cannot be included in this budget*

IV. Indirect Expenses *Indirect External Expenses cannot be included in this budget*
Identify and Explain All Indirect Expense Line Items

Internal:	Indirect costs approved by CDPH at 25% of personnel costs. Costs include agency costs for personnel not in this budget, county costs i.e. auditor, county counsel, agency director, etc

V. Other Expenses *cannot be included in this budget*

Prepared By:	Sign	Print	Title	Date	Email
Diane Robarge	Diane Robarge	Diane Robarge	Administrative Analyst	11/21/22	drobarge@mariposacounty.org
Authorized HCPCFC Program Representative:	Sign	Print	Title	Date	Email
Margarita King	Margarita King	Margarita King	PHN Mgr/HCPCFC Director	11/21/22	margaritaking@mariposacounty.org

Attachment: FY 2022-2023 HCPCFC Budget and Plan documents (RES-2023-142 : Children's Medical Services Plan and Budget for Fiscal Year

DHCS

MICHELLE BAASS
DIRECTOR

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

Health Care Program for Children in Foster Care

Budget Summaries

GAVIN NEWSOM
GOVERNOR

County/City:	Mariposa									Fiscal Year:	2022-23	
Funding Source:	**Base**			**PMM&O**			**Caseload Relief**			**County/City-Federal**		
A	B	C	D	B	C	D	B	C	D	B	C	D
Category/Line Item	**Total Budget**	**Enhanced**	**Non-Enhanced**	**Total Budget**	**Enhanced**	**Non-Enhanced**	**Total Budget**	**Enhanced**	**Non-Enhanced**	**Total Budget**	**Enhanced**	**Non-Enhanced**
I. Total Personnel Expenses	$9,600	$9,120	$480	$11,707	$11,122	$585	$6,090	$5,786	$304	$0	$0	$0
II. Total Operating Expenses	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
III. Total Capital Expenses												
IV. Total Indirect Expenses	$2,400		$2,400	$2,927		$2,927	$1,523		$1,523	$0		$0
V. Total Other Expenses												
Budget Grand Total	$12,000	$9,120	$2,880	$14,634	$11,122	$3,512	$7,613	$5,786	$1,827	$0	$0	$0
E	F	G	H	F	G	H	F	G	H	F	G	H
Source of Funds:	**Total Funds**	**Enhanced**	**Non-Enhanced**	**Total Funds**	**Enhanced**	**Non-Enhanced**	**Total Funds**	**Enhanced**	**Non-Enhanced**	**Total Funds**	**Enhanced**	**Non-Enhanced**
State/County Funds	$3,720	$2,280	$1,440	$4,537	$2,781	$1,756	$2,361	$1,447	$914	$0	$0	$0
Federal Funds (Title XIX)	$8,280	$6,840	$1,440	$10,098	$8,342	$1,756	$5,254	$4,340	$914	$0	$0	$0
Budget Grand Total	$12,000	$9,120	$2,880	$14,634	$11,122	$3,512	$7,613	$5,786	$1,827	$0	$0	$0

Prepared By: Sign	Print	Title	Date	Email
Diane Robarge	Diane Robarge	Administrative Analyst	11/21/22	drobarge@mariposacounty.org
Authorized HCPCFC Program Representative: Sign	Print	Title	Date	Email
Margarita King	Margarita King	PHN Mgr/HCPCFC Director	11/21/22	margaritaking@mariposacounty.org

MARIPOSA COUNTY

Sheriff's Office · 209 966-3615

RESOLUTION - ACTION REQUESTED 2023-143

MEETING: March 14, 2023

TO: The Board of Supervisors

FROM: Jeremy Briese, Sheriff

RE: Accept State of California Officer Wellness and Mental Health Grant Award ($44,231.21)

RECOMMENDATION AND JUSTIFICATION:

Accept the State of California Officer Wellness and Mental Heath Grant Award for $44,231.21.

A budget action will not be done as these funds will be added at mid-year.

The Officer Wellness grant is for the purpose of improving officer wellness and expanding mental health sources as follows: 1. Establishing officer wellness units or expanding existing officer wellness units. 2. Establishing peer support units or expanding peer support units. 3. Services provided by a licensed mental health professional, counselor, or other professional that works with law enforcement. 4. Expanding multi agency mutual aid programs focused on officer wellness and mental health. 5. Other programs or services that are evidence based or have a successful track record of enhancing officer wellness.

This disbursement is being made in accordance with Assembly Bill 178, Chapter 45, Statutes of 2022, Item 5227-121-0001. This funding is available to all city and county law enforcement agencies employing officers described in Section 830.1 of the Penal Code.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

There is Board action history accepting grants in the past

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
This awarded money will be returned to the state.

FINANCIAL IMPACT:
Unanaticipated revenue that would otherwise be incorporated into the General Fund will have to be allocated to Expense.

ATTACHMENTS:
Officer Wellness Grant- BOS (PDF)

REF ID# 13854

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

Attachment: Officer Wellness Grant- BOS (RES-2023-143 : Accept State of California Officer Wellness and Mental Health Grant Award

DATE: December 21, 2022

TO: Police Chiefs and Sheriffs

FROM: Linda Penner, Chair

SUBJECT: **OFFICER WELLNESS AND MENTAL HEALTH GRANT AWARD**

I am pleased to let you know that the BSCC has begun processing the Officer Wellness and Mental Health grants, which were included in the Budget Act of 2022. All eligible law enforcement agencies will receive their payment by February 15, 2023. This memorandum provides further information about the purposes of the grant, and requests your assistance in identifying the person in your agency who will be responsible for required data reporting.

This disbursement is being made in accordance with Assembly Bill 178, Chapter 45, Statutes of 2022, Item 5227-121-0001. This funding is available to all city and county law enforcement agencies employing officers described in Section 830.1 of the Penal Code. The Officer Wellness grant is for the purpose of improving officer wellness and expanding mental health sources as follows:

1. Establishing officer wellness units or expanding existing officer wellness units.
2. Establishing peer support units or expanding peer support units.
3. Services provided by a licensed mental health professional, counselor, or other professional that works with law enforcement.
4. Expanding multiagency mutual aid programs focused on officer wellness and mental health.
5. Other programs or services that are evidence based or have a successful track record of enhancing officer wellness.

For further information about this funding and to identify the amount of funding allocated to your agency, please visit the Board of State and Community Corrections' webpage for the Officer Wellness and Mental Health Grant available at https://www.bscc.ca.gov/officer-wellness-and-mental-health-grant-program/.

Provision 2 of the Budget Act requires each grant recipient to submit an expenditure report and a final impact report no later than December 1, 2025. Additionally, grant recipients will submit a brief annual expenditure report. Reports will be provided to the Commission on Peace Officer Standards and Training (POST). Detailed information regarding reporting requirements and reporting requirement webinars will be sent out in early 2023.

Please send the name and email address of the individual(s) within your agency who will be responsible for the implementation and reporting requirements for this grant to OfficerWellnessGrant@bscc.ca.gov by February 28, 2023 so they may receive additional information regarding detailed reporting requirements, webinars, and deadlines.

If you have any questions regarding this funding distribution, please email OfficerWellnessGrant@bscc.ca.gov and a BSCC staff member will respond.

Sincerely,



LINDA PENNER
Chair
Board of State & Community Corrections

Attachment: Officer Wellness Grant- BOS (RES-2023-143 : Accept State of California Officer Wellness and Mental Health Grant Award

Officer Wellness and Mental Health Grant Program
Frequently Asked Questions (FAQs)

Updated: 02/14/23

Attachment: Officer Wellness Grant- BOS (RES-2023-143 : Accept State of California Officer Wellness and Mental Health Grant Award

Grant Overview

1. **Where can I find information about the Officer Wellness and Mental Health grant program?**
   Information is available on the BSCC website, on the Officer Wellness and Mental Health Grant program webpage: https://www.bscc.ca.gov/officer-wellness-and-mental-health-grant-program/.

2. **Who is administering the grant funds?**
   The BSCC, as established in the Budget Act of 2022 (Assembly Bill 178, Chapter 45, Statutes of 2022, Item 5227-121-0001), will administer the funds allocated for the Officer Wellness and Mental Health grant program.

3. **Who is eligible to receive these funds?**
   The Officer Wellness and Mental Health grant funding is limited to agencies employing officers described in Penal Code section 830.1 based on a schedule developed by the Department of Finance. (https://leginfo.legislature.ca.gov/faces/codes_displayText.xhtml?lawCode=PEN&division=&title=3.&part=2.&chapter=4.5.&article=)

4. **How were eligible agencies notified of this grant award?**
   On December 21, 2022, a memorandum was sent to all police chiefs and sheriffs from the BSCC Chair, Linda Penner notifying each agency of the grant award. The memo also included the grant criteria and a copy of the funding distribution list.

5. **How many agencies are receiving funds?**
   There are 394 agencies receiving funds from this grant program.

6. **How much will my agency receive?**
   All eligible law enforcement agencies will receive a portion of the funds based on the number of eligible officers as described in Penal Code section 830.1. The funding allocation schedule is accessible on the Officer Wellness and Mental Health Grant program webpage and includes the amount each agency will receive. (https://www.bscc.ca.gov/wp-content/uploads/BSCC-Distribution-Officer-Wellness-2022-post.pdf)

7. **When will these funds be available?**
   The BSCC will distribute grant funds at the beginning of 2023, no later than February 15, 2023.

8. **How will be grant funds be distributed?**
   Funds for the total amount of the grant award will be issued directly to each eligible law enforcement agency via a warrant (check) from the State Controller's Office (SCO).

Officer Wellness and Mental Health Grant Program
Frequently Asked Questions (FAQs)

Updated: 02/14/23

9. **How will we know the check is for this grant?**
The paystub of the warrant (check) will reference Officer Wellness or Officer Wellness and Mental Health Grant. In addition, the amount of the warrant will match the award amount specified for the respective agency on the funding distribution schedule. (https://www.bscc.ca.gov/wp-content/uploads/BSCC-Distribution-Officer-Wellness-2022-post.pdf)

10. **Are award funds being distributed as a lump sum or on a reimbursement basis?**
The awarded funds are being distributed as a lump sum, upfront at the beginning of the grant.

11. **What is the grant period or the term of the grant?**
The grant period is from July 01, 2022, to December 01, 2025. All grant funds must be expended by the recipient within the grant period.

The technical start date of the grant term aligns with the effective date of Budget Act of 2022 (Assembly Bill 178, Chapter 45, Statutes of 2022) that made appropriations for the 2022-2023 fiscal year.

12. **Are there any requirements to participate in this grant program?**
Yes. Participating agencies must submit a final impact and expenditure report to the BSCC on how the funding was used and a description of the impact of the resources. The BSCC shall provide these reports to the Commission on Peace Officer Standards and Training (POST) and to any designated evaluation entities to assist in their efforts to develop statewide resources and practices related to officer wellness.

See #37 below for more information about reporting requirements. Additional details about the reporting requirements are also available on the BSCC website, on the Officer Wellness and Mental Health Grant program webpage: https://www.bscc.ca.gov/officer-wellness-and-mental-health-grant-program/. Scroll down to the Reporting Requirements section.

13. **Is a formal grant agreement (Standard Agreement, form STD 213) required to be executed before funds can be spent?**
No.

14. **What is the process for making purchases?**
Each grantee should refer to their respective city or county procurement policies and procedures and follow generally accepted accounting principles.

15. **What is the last date the funds can be spent?**
The last date the agency may spend grant funds is on December 01, 2025, the end of the grant period. It's also the same date the final report is due. Funds may not be

Attachment: Officer Wellness Grant- BOS (RES-2023-143 : Accept State of California Officer Wellness and Mental Health Grant Award

encumbered on this date for payment on a future date. Final checks or transactions must be issued on or before December 01, 2025.

16. Are these the same funds as those being administered by POST?

No. Although the BSCC is working with the Commission on Peace Officer Standards and Training (POST), funding for this grant program is concurrent with, but separate and distinct from wellness funding received and administered by POST.

Grantees are eligible to apply for additional support, guidance, and resources through POST, referred to as the POST Organizational Wellness and Resilience (POWR) program. See #35 below for more details.

Use of Funds

17. What can these funds be used for?

These funds are designed to improve officer wellness and expand mental health sources. Per the statute, the funding may be used for any of the following purposes:

- *Establishing or expanding officer wellness units*
- *Establishing or expanding peer support units*
- *Services provided by a licensed mental health professional, counselor or other professional that works with law enforcement*
- *Expanding multiagency mutual aid programs focused on officer wellness and mental health*
- *Other programs and services that are evidence-based or have a successful track record of enhancing officer wellness*

18. The criteria for the use of funds are very broad. Are there any other details that can be provided that give more specific information about these five areas?

The five allowable uses are broad in nature. This was by design so that each grantee could determine how to utilize the funds to best meet the needs of the peace officers within their respective agency.

19. Are officer wellness units and peer support units one in the same with different titles?

Officer wellness units are most often different from peer support units; however, one may be a subcomponent of the other. If that is the case, peer support units or programs would likely be a subcomponent of a comprehensive officer wellness unit.

20. Does the BSCC review the proposed expenditures before they are made to either approve or deny them?

No. The BSCC will provide guidance and technical assistance for grantees, but the BSCC will not approve specific expenditures. If an agency has questions or concerns about the types of expenses that may be applicable or allowable, we

Attachment: Officer Wellness Grant- BOS (RES-2023-143 : Accept State of California Officer Wellness and Mental Health Grant Award

recommend consulting with your city attorney or county counsel to ensure funds are expended in accordance with applicable law(s).

21. **What is the definition of "officer wellness"?**
"Officer wellness" means the consideration of the physical, emotional, or mental condition or wellbeing of an officer. Officer wellness programs are services or programs that are intended to support or improve the physical, emotional, or mental condition or wellbeing of an officer.

22. **Are there resources about programs and services that are evidence-based or have a successful track record of enhancing officer wellness?**
Yes. Many of the resources listed on the BSCC website, on the Officer Wellness and Mental Health Grant program webpage, contain research information and lessons learned, as well as highlight programs with successful outcomes. (https://www.bscc.ca.gov/officer-wellness-and-mental-health-grant-program/)

23. **Can grant funds be used to support non-sworn department or agency staff?**
No. This grant is restricted to programs and services to support peace officers as defined by Penal Code (PC) section 830.1. (https://codes.findlaw.com/ca/penal-code/pen-sect-830-1/)

24. **Does this grant just have to do with mental health?**
No, this grant is applicable for officer wellness and/or peer support programs or services that deal with physical, emotional, and/or mental health.

25. Is this grant just for training?
No, but it may include training. See #26 below for more details.

26. Can grant funds be spent on training?
Yes. Training may be allowable if the training is for establishing or expanding officer wellness or peer support units or for expanding multiagency mutual aid programs focused on officer wellness and mental health. Training may also be allowable if it is a direct program or services being provided to peace officers by a licensed mental health professional, counselor or other professional that works with law enforcement or if it is a direct program or service that is evidence-based or has a successful track record of enhancing officer wellness.

27. Can this funding be used for staffing costs?
Grant funds may be used for staffing costs for the purpose of establishing or expanding an officer wellness and/or a peer support unit, for expanding multiagency mutual aid programs focused on officer wellness and mental health, or for providing programs and services that are evidence-based or have a successful track record of enhancing officer wellness as long as supplanting does not occur. Grant funds should not be used to backfill for officers receiving services.

Attachment: Officer Wellness Grant- BOS (RES-2023-143 : Accept State of California Officer Wellness and Mental Health Grant Award

Officer Wellness and Mental Health Grant Program
Frequently Asked Questions (FAQs)

Updated: 02/14/23

28. Does this grant allow us to purchase equipment for our Officer Wellness Program?
Yes, the purchase of equipment may be an allowable expense as long as it is for establishing or expanding officer wellness or peer support units or if it is for the provision of programs and services that are evidence-based or have a successful track record of enhancing officer wellness.

29. Can these funds be used to replace or add fitness equipment in the gym at our headquarters?
Yes, as long as the fitness equipment is to establish or expand an officer wellness unit or to provide a program or services that is accessible to peace officers defined in PC 830.1 and is evidence-based or has a successful track record of enhancing officer wellness.

30. **Can grant funds be used for gym memberships, yoga classes, or wellness activities?**
Yes, as long as the gym memberships, yoga classes, or wellness activities are evidence-based or have a successful track record of enhancing officer wellness.

31. Can these grant funds be used to supplant other funds?
No, supplanting is strictly prohibited for all BSCC grant funds.

Supplanting is the deliberate reduction in the amount of federal, state, or local funds being appropriated to an existing program or activity because grant funds have been awarded for the same purposes. For additional information, refer to the BSCC Grant Administration Guide: https://www.bscc.ca.gov/wp-content/uploads/BSCC-Grant-Admin-Guide-July-2020-Final.pdf.

32. What happens if our agency has not used all the grant funds by the conclusion of the grant, by December 1, 2025?
Any remaining funds at the conclusion of the grant must be returned to the BSCC by 12/31/25. Those unspent funds will then be returned to the state's general fund.

33. **We don't have an officer wellness unit or program. Are there any resources that would be helpful as we look to establish or expand an officer wellness program?**
To get you started, a few resources are available on the BSCC website, on the Officer Wellness and Mental Health Grant program webpage: https://www.bscc.ca.gov/officer-wellness-and-mental-health-grant-program/.

34. Where can we go to get guidance on establishing a wellness program specifically for peace officers?
The POST/University of California, San Diego (UCSD) POWR program team is available to provide guidance and programming to support to agencies that receive funding from the BSCC for the Officer Wellness and Mental Health grant. If

Attachment: Officer Wellness Grant- BOS (RES-2023-143 : Accept State of California Officer Wellness and Mental Health Grant Award

interested, POST encourages you to email them for more information: POWR@post.ca.gov. Also, see #33 above for more resources.

POST Resources

35. Does POST have any resources for officer wellness?

Yes. The Commission on Peace Officer Standards and Training (POST) also received funding for officer wellness, which is being implement concurrent with, but distinct from, the Officer Wellness and Mental Health grant. Grantees are eligible to apply for additional guidance, support, and resources through POST, referred to as the POST Organizational Wellness and Resilience (POWR) Program.

Agencies will not receive any monetary disbursements from the POWR Program. POWR is designed to provide resources and services to agencies looking to create a wellness program or enhance their current offerings.

Agencies interested in applying for the POWR Program can access the application form on the POST website: https://post.ca.gov/POST-Organizational-Wellness-and-Resilience-Program-Application. POWR Program funding is to be used for innovative approaches to officer wellness programming and partnerships with subject matter experts and relevant community-based organizations. This funding shall be disbursed pursuant to the following:

- *Optimize the physical, emotional, and mental health of law enforcement professionals*
- *Emphasize the intersection of officer wellness, procedural justice, and community relations*
- *Evaluate outcomes based on a framework which includes qualitative, quantitative, or biometric measurements*

36. What type of training courses does POST offer for officer wellness?

POST offers a variety of training courses for law enforcement professionals. Available training courses are listed on the POST Organizational Wellness and Resilience webpage: https://post.ca.gov/Wellness. Available courses can also be found in the POST course catalog: https://catalog.post.ca.gov/Default.aspx.

Reporting Requirements

37. If my agency receives these funds, what are our reporting responsibilities?

Grant recipients are required to submit annual reports and a final report. The BSCC will host webinars in early 2023 to provide detailed instructions on the reporting requirements.

Attachment: Officer Wellness Grant- BOS (RES-2023-143 : Accept State of California Officer Wellness and Mental Health Grant Award

Annual Report: Recipients of the funds will submit a brief, annual expenditure report. Annual reports are due by December 1st of each calendar year – December 01, 2023, and December 01, 2024. The last annual report will be the final report due December 01, 2025.

Final Report: By December 01, 2025, recipients will submit a final impact and expenditure report describing how the funding was used and the impact of the resources on the officers who received the services and/or benefits from the grant funding.

Individuals Responsible for Implementation and Reporting Requirements: By February 28, 2023, please send an email to OfficerWellnessGrant@bscc.ca.gov with the contact information of the individual(s) within your agency who will be responsible for implementation and reporting requirements for this grant, so they can be included on the email list for upcoming webinars and reminders related to the Officer Wellness and Mental Health Grant.

Additional details about the reporting requirements are available on the BSCC website, on the Officer Wellness and Mental Health Grant program webpage: https://www.bscc.ca.gov/officer-wellness-and-mental-health-grant-program/. Scroll down to the Reporting Requirements section.

38. Who will be notified about how the agencies spent their grant funds?
The information received from the grantees will be provided to the Commission on Peace Officer Standards and Training (POST) and to any designated evaluation entities to assist in their efforts to develop statewide resources and practices related to officer wellness.

Retention of Records

39. **What records must be retained for the grant expenditures? For how long?**
Maintain records and documentation that support all expenditures in accordance with your agency's document retention policy, but no less than for the duration of the grant period plus three years.

Questions or Technical Assistance

40. Who do I contact if I have questions or require technical assistance related to the Officer Wellness and Mental Health grant?
Please email the OfficerWellnessGrant@bscc.ca.gov with your questions or assistance needs and a BSCC staff member will respond to assist you.

Attachment: Officer Wellness Grant- BOS (RES-2023-143 : Accept State of California Officer Wellness and Mental Health Grant Award

MARIPOSA COUNTY

Sheriff's Office · 209 966-3615

RESOLUTION - ACTION REQUESTED 2023-144

MEETING: March 14, 2023

TO: The Board of Supervisors

FROM: Jeremy Briese, Sheriff

RE: Department of State Hospitals Agreement

RECOMMENDATION AND JUSTIFICATION:
Approve Two Year Agreement with the State of California-Department of State Hospitals to Provide Mental Health and Telehealth Services to Qualifying Incarcerated Persons at the Mariposa County Adult Detention Facility; and Authorize the Board of Supervisors Chair to Sign the Agreement.

This Agreement is made and entered into by and between, the Department of State Hospitals (DSH) and Mariposa County, to provide DSH with relevant inmate medical records, including mental health and behavioral health records, and coordinate telehealth video interviews of defendants who have been committed to DSH as Incompetent to Stand Trial (IST) on a felony charge, and are awaiting admission to a DSH facility.

Services are to be provided in accordance with Welfare and Institutions Code (WIC) section 4335.2 and are identified as IST Re-Evaluation services herein. IST Re-Evaluation Services performed by DSH will be for the purposes of re-evaluating competency status, psychotropic medication status, and assessment for placement in alternative community-based programs including but not limited to mental health diversion or community-based restoration.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board of Supervisors typically supports the Sheriff's Office direction specific to identifying successful providers of services to Jail functions.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Mariposa County could elect to not enter into the agreement with the Department of State Hospitals therefore reducing the level of service being provided for the inmates. Potentially violating current inmate rights.

FINANCIAL IMPACT:
The $24,000 revenue will be requested in the FY2024 Budget

ATTACHMENTS:
Department of State Hospitals 22-24 (PDF)

REF ID# 13862

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

SCO ID: 4440-2276003011

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
22-76003-011	DSH-4440

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
Department of State Hospitals

CONTRACTOR NAME
Mariposa County

2. The term of this Agreement is:

START DATE
July 1, 2022

THROUGH END DATE
June 30, 2024

3. The maximum amount of this Agreement is:
$24,000.00
Twenty Four Thousand Dollars and Zero Cents

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

	Exhibits	Title	Page
	Exhibit A	Scope of Work	4
	Exhibit B	Budget Detail and Payment Provisions	5
	Exhibit C	General Terms and Conditions - 04/2017	4
+ -	Exhibit D	Special Terms and Conditions	8
+ -	Exhibit F	Information Privacy and Security Requirements	8

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)
Mariposa County

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
PO Box 727	Mariposa	CA	9583

PRINTED NAME OF PERSON SIGNING	TITLE
Miles Menetrey	Chair of Board of Supervisors

CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED

Attachment: Department of State Hospitals 22-24 (RES-2023-144 : Department of State Hospitals Agreement)

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
22-76003-011	DSH-4440

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME			
Department of State Hospitals			
CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
1215 O Street, MS-1	Sacramento	CA	9581
PRINTED NAME OF PERSON SIGNING	TITLE		
	Manager, PCSS		
CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED		
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable)		
	W & I Code 4335.2 (f)		

Attachment: Department of State Hospitals 22-24 (RES-2023-144 : Department of State Hospitals Agreement)

CCC 04/2017

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	*Federal ID Number*
Mariposa County	94-6000880
By (Authorized Signature)	
Printed Name and Title of Person Signing Miles Menetrey, Chair of Board of Supervisors	
Date Executed	*Executed in the County of* Mariposa

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

1) the dangers of drug abuse in the workplace;
2) the person's or organization's policy of maintaining a drug-free workplace;
3) any available counseling, rehabilitation and employee assistance programs; and,
4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

1) receive a copy of the company's drug-free workplace policy statement; and,
2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the

Attachment: Department of State Hospitals 22-24 (RES-2023-144 : Department of State Hospitals Agreement)

certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations,

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or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

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

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

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2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

Attachment: Department of State Hospitals 22-24 (RES-2023-144 : Department of State Hospitals Agreement)

EXHIBIT A
SCOPE OF WORK

1. CONTRACTED PARTIES:

A. This Agreement is made and entered into by and between, the Department of State Hospitals (DSH) and Mariposa County, hereafter referred to as Contractor, to provide DSH with relevant inmate medical records, including mental health and behavioral health records, and coordinate telehealth video interviews of defendants who have been committed to DSH as Incompetent to Stand Trial (IST) on a felony charge, and are awaiting admission to a DSH facility. Services are to be provided in accordance with Welfare and Institutions Code (WIC) section 4335.2 and are identified as IST Re-Evaluation services herein. IST Re-Evaluation Services performed by DSH will be for the purposes of re-evaluating competency status, psychotropic medication status, and assessment for placement in an alternative community based programs including but not limited to mental health diversion or community based restoration.

2. SERVICE LOCATIONS:

A. These services will be performed primarily through remote telehealth, video conferencing and other technologies facilitated by the county jail or other county locations housing felony IST defendants and in coordination with the DSH.

3. SERVICE HOURS:

A. The services shall be provided upon request during the hours of operation of the locations where services are required. DSH shall make every effort to assign work to be performed Monday through Friday, during core hours of 7:00 am to 7:00 pm.

4. PROJECT REPRESENTATIVES:

A. The project representatives during the term of this Agreement will be:

Contract Manager:

Department of State Hospitals:		Contractor	
Section/Unit: Forensic Services Division		Section/Unit: Mariposa County Adult Detention Facility	
Attention: Gilbert Jackson, SSM I		Attention: LT. Jacob Bohman	
Address: 1215 O Street, MS-9 Sacramento, CA 95814		Address: PO Box 727 Mariposa, CA 95338	
Phone: (916) 562-2810	Fax: (916) 653-2257	Phone: (209) 966-3616	Fax: (209) 966-8415
Email: Gilbert.Jackson@dsh.ca.gov		Email: sheriff@mariposacounty.org	

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Administrative Contacts (all administrative inquiries should be directed to):

Department of State Hospitals:		Contractor:	
Section/Unit: Forensic Services Division		Section/Unit: Mariposa County Adult Detention Facility	
Attention: Kecia Aldridge-Hall		Attention: Kristie Mitchell	
Address: 1215 O Street, MS-9 Sacramento, CA 95814		Address: PO Box 727 Mariposa, CA 95338	
Phone: (916) 562-3022	Fax: (916) 653-2257	Phone: 209-966-3616	Fax: 209-966-8415
Email: Kecia.Aldridge@dsh.ca.gov		Email: sheriff@mariposacounty.org	

Either party may make changes to the contact names or information above by giving written notice to the other party. Said changes shall not require an amendment to this Agreement.

5. SUMMARY OF WORK TO BE PERFORMED:

A. The Contractor shall provide DSH with relevant and updated records of IST defendants who have been selected by DSH to participate in this program.

B. The Contractor shall coordinate with DSH for the scheduling of interviews of those IST defendants selected to participate in primarily telehealth video interviews.

C. The Contractor shall provide the necessary secure setting, technology, and security for these evaluations.

D. The DSH makes no representation as to the minimum amount of services required under this Agreement.

E. WIC section 4335.2, subdivision (c) provides, DSH shall have the authority and sole discretion to consider and conduct reevaluations, which will occur primarily through video telehealth.

6. CONTRACTOR RESPONSIBILITIES:

A. The Contractor agrees to provide support services to DSH that shall include but not be limited to:

i. Securing and maintaining all necessary equipment such as a laptop or electronic tablets installed with appropriate software and having access to a secured internet connection required to facilitate telehealth video interviews with the DSH-assigned forensic evaluators. DSH shall reserve the right to approve the software application that will be utilized for tele-health video interviews of IST defendants.

ii. Coordinating with DSH forensic evaluators and other assigned staff in the scheduling of tele-health interviews within 24 hours of DSH contact.

iii. Providing DSH with all relevant and updated inmate medical records which include, but are not limited to, general medical records, mental health records, behavioral health records, and custodial records, upon request by DSH and, at a maximum of 24 hours from the initial request.

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iv. Providing DSH with a contact to facilitate any DSH Evaluator requested collateral contacts with jail and/or medical staff.

v. Providing the necessary logistics to facilitate the scheduled tele-health interview with the IST defendant. Logistics shall include, but not be limited to, escorting the IST defendant from the individual's cell to the interview room where the telehealth video interview will take place and providing securtiy and monitoring of the IST defendant as necessary.

vi. Providing DSH and evaluators with a contact for technical assistance, and an emergency contact to report any incidents that may arise during the interviews.

vii. Providing evaluators with access and security for any in-person interviews, which may occur at the sole discretion of DSH.

viii. If services are provided on DSH grounds, then the Contractor shall participate in any of the DSH workplace violence prevention, infection control-illness prevention, and workplace safety measures or programs as may be required by DSH. This responsibility includes compliance with infection control measures, use of Personal Protective Equipment (PPE) as prescribed by DSH, attending any and all related training or orientation to such measures or programs as may be required and scheduled by the DSH. DSH will provide the Contractor with electronic versions of the DSH's current Illness and Injury Prevention Plan (IIPP), Workplace Violence Prevention Plan (WVPP), DSH Code of Safe Practices, and other appropriate documents to support worksite safety and infection control.

7. THE DSH RESPONSIBILITIES:

A. The DSH will provide the Contractor access to the DSH document management platform.

B. The DSH will provide the Contractor one-time start-up funds, based on a flat rate set by DSH, for reimbursement of information technology support, equipment and software necessary to facilitate telehealth interviews such as laptops or tablets, internet and the associated licensing for necessary software in coordination with DSH.

C. The DSH will reimburse Contractor for a portion of staff time utilized to facilitate video telehealth interviews for each telehealth evaluation conducted. Refusals will only be paid when Defendant declines to be interviewed to the evaluator, when the evaluator has the opportunity to speak to, see, and observe the defendant. Reimbursement will be based on a flat rate set by DSH.

D. The DSH will coordinate with the Contractor regarding scheduling interviews, records requests, and collateral interview contacts for IST defendants.

E. The DSH will provide Contractor with the most current approved IST invoice template. Contractor will be paid on a quarterly basis in arrears following the conclusion of the telehealth evaluations.

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8. PERFORMANCE MEASURES:

A. Complete and Timely Provision of Services

i. Expectations: Contractor is expected to provide all services which include, but are not limited to, providing DSH with collateral contacts, relevant records and scheduling interviews, in a timely manner–in accordance with timelines established by DSH.

9. AMENDMENTS:

A. The parties reserve the right to amend this Agreement by extending the term for up to one (1) one-year renewal and to add funding sufficient for that period at the same rates. This right to amend is in addition to the right to amend for other reasons contained in this Agreement. Any amendments shall be in writing and signed by both parties, and be approved by the Department of General Services if such approval is required.

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EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. INVOICING AND PAYMENT:

A. Contractor shall submit all invoices not more frequently than monthly in arrears.

B. Invoices should be sent no later than 90-days past the month the evaluation was conducted (e.g., April 2023 invoice packet must be submitted no later than July 1, 2023).

C. The invoice shall identify all IST Defendants for whom DSH was provided with relevant updated inmate medical records and has completed an interview. Refusals will only be paid when Defendant declines to be interviewed to the evaluator, when the evaluator has the opportunity to speak to, see, and observe the defendant..

D. For services satisfactorily rendered, and upon receipt and approval of invoices submitted as described herein, the DSH agrees to compensate Contractor in accordance with the rates specified in section 5, Budget Detail.

E. The DSH is not responsible for services performed by Contractor outside of this agreement, nor for services performed other than as outlined in Exhibit A, Scope of Work.

F. The DSH makes no guarantee, either written or implied, as to the actual amount of funds that will be expended under this Agreement.

2. INSTRUCTIONS TO CONTRACTOR:

A. To expedite the processing of invoices submitted to the DSH for payment, all invoice(s) shall be submitted to the DSH for review and approval at either:

Department of State Hospitals
Attn: Accounts Payable
1215 O Street, MS-2
Sacramento, CA 95814
OR
E-Mail: DSHSac.AccountsPayable@dsh.ca.gov

B. Contractor shall submit one original and one (1) copy of each invoice, unless emailed.

C. Contractor must utilize the most current DSH approved IST invoice template provided by DSH. The Contractor shall type, not handwrite, each invoice. Step by step instructions to complete the invoice will be provided by DSH.

D. DSH Administrators will provide the Contractor with the most current approved IST Invoice template and detailed Invoice instructions.

E. Contractor shall clearly note Contractor's name and address on each invoice. The name on the invoice must match the Payee Data Record (Std. 204) and the name listed on this Agreement.

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F. Contractor shall list and itemize in accordance with section 5, Budget Detail, all services or deliverables provided on each invoice.

G. Contractor shall include the following on each submitted invoice:

i. Date(s) during which the services or deliverables were provided and the date in which the invoice was generated;

ii. Agreement number, which can be found on the Standard Agreement Form (Std. 213);

iii. First initial and last name of IST Defendant evaluated;

iv. Invoice total;

v. Written proof of DSH's approval as required by this Agreement for those services requiring pre-approval.

3. 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 no longer be in full force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

B. If funding for any Fiscal Year (FY) is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an Agreement amendment to Contractor to reflect the reduced amount.

C. If this Agreement overlaps Federal and State FYs, should funds not be appropriated by Congress or approved by the Legislature for the FY in which the Agreement was entered into, and/or any subsequent years covered under this Agreement, the State may exercise its option to cancel this Agreement.

D. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by Congress or the Legislature which may affect the provisions or terms of funding of this Agreement in any manner.

4. PROMPT PAYMENT CLAUSE:

A. Payment will be made in accordance with, and within the time specified in, Government Code section 927, et seq.

Attachment: Department of State Hospitals 22-24 (RES-2023-144 : Department of State Hospitals Agreement)

5. BUDGET DETAIL:

A. Contractor shall be compensated in accordance with the following:

Rate Sheet

Jail Support Cost	Rate
One-time start-up Cost Reimbursement per County (laptops/software etc.)	$5,000.00
Sheriff Logistics and Coordination of re-evaluation (portion of jail staff time to provide support, escort, security and monitoring of the IST defendant)	$1,000.00 Flat Rate Per IST Evaluation

i. The portion of staff time utilized to facilitate telehealth interviews and evaluation of felony IST defendants in the jail will be compensated within the all-inclusive flat rate fee per each IST evaluation completed or refusal following articulated protocols referenced above.

ii. Each IST evaluation consist of a completed interview and updated records which include, but are not limited to, general medical records, mental health records, behavioral health records, and custodial records.

iii. If the IST Defendant declines to be interviewed to the evaluator, when the evaluator has the opportunity to speak to, see, and observe the defendant. the completed interview criteria will be met.

B. The DSH does not expressly or by implication agree that the actual amount of work will correspond with any estimation provided in this Agreement, and reserves the right to omit portions of the estimated amount of work as may be deemed necessary or advisable by the DSH. The estimates listed above are a good faith estimate and are not a guarantee of business and is subject to change depending on fluctuation in IST defendant referrals. The amounts indicated above/below will be used solely for the purposes of encumbering funds. The DSH makes no guarantee, expressed or implied for actual amount of work to be performed. However, the rates contained in Exhibit B shall be binding for the term of this Agreement.

C. At the sole discretion of the DSH and for the purposes of accounting, the DSH may adjust the total proposed expenditure for each fiscal year as needed to reflect work validated for completion. In no event will this change the contract price for the services actually rendered.

D. Contractor must submit each invoice within ninety (90) days from the last day of the month in which services were rendered; unless Contractor has pre-approval, in writing, from the DSH. If Contractor fails to provide invoices within this timeframe, the DSH may elect to reject the invoices for payment as untimely and Contractor will be deemed to have waived any right to payment of the late invoices.

Attachment: Department of State Hospitals 22-24 (RES-2023-144 : Department of State Hospitals Agreement)

INVOICE TEMPLATE:

DSH IST Received Stamp

DSH IST Approved Stamp

IST INVOICE

Month:	
Year:	
Is this invoice the original or a supplemental (additional) submission?	Original Supplemental (Additional)

FSD USE ONLY	
Invoice Number:	
Dispute Information:	
Disputed Date:	
Resolved Date:	

CONTRACT INFORMATION:

Business/Contract Name	
Contracted Street Address	
Contracted City, State, Zip	
Contract Phone Number	
Current Contract Number	

TO:

California Department of State Hospitals
Attn: Accounts Payable, MS-2
1215 O Street
Sacramento, CA 95814
DSHSAC.AccountsPayable@dsh.ca.gov

STOP!
Please read!
The totals will appear once your contractor infromation is complete.

Invoice Summary	
Evaluations:	
Total Invoice	$ -

CONTRACTOR SIGNATURE:

DATE SIGNED:

Small Business Certification Number * *(If applicable)*

Small Business Certification Stamp

Date to DSH Accounting Stamp

Attachment: Department of State Hospitals 22-24 (RES-2023-144 : Department of State Hospitals Agreement)

IST DOCUMENTATION FOR EVALUATION FORM					
Interview Date	IST Defendant Initials	Evaluator	Rate	Quantity	Total
				0	
				0	
				0

EXHIBIT C
GENERAL TERMS AND CONDITIONS

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

2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

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

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

5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

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10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

    Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

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

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

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

    a. The Government Code Chapter on Antitrust claims contains the following definitions:
        1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
        2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

    b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may

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have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

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

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

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

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a

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report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER: If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

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EXHIBIT D
SPECIAL TERMS AND CONDITIONS

1. SUBCONTRACTS:

A. Except for subcontracts identified in accordance with the solicitation, Contractor shall submit any subcontracts in connection with this Agreement to DSH for its prior written approval. No work shall be subcontracted without the prior written approval of DSH. Upon the termination of any subcontract, DSH shall be notified immediately. Any subcontract shall include all the terms and conditions of this Agreement and its attachments.

B. Nothing contained in this Agreement shall create any contractual relationship between DSH and any subcontractors, and Contractor is solely responsible for payment of any and all fees, expenses, salaries and benefits of subcontractor. No subcontract shall relieve Contractor of its responsibilities and obligations hereunder. Contractor is fully responsible to DSH for the acts and omissions of its subcontractors and of persons either directly or indirectly employed or acting as an agent by any of them. Contractor agrees to indemnify and hold DSH harmless for any costs, losses or claims, including reasonable attorney fees, resulting from its subcontractors.

2. PUBLICATIONS AND REPORTS:

A. DSH reserves the right to use and reproduce all publications, reports, and data produced or delivered pursuant to this Agreement. DSH further reserves the right to authorize others to use or reproduce such materials, provided the author of the report is acknowledged in any such use or reproduction.

B. If the publication and/or report are prepared by non-employees of DSH, and the total cost for such preparation exceeds $5,000, the publication and/or report shall contain the numbers and dollar amounts of all agreements and subcontracts relating to the preparation of the publication and report in a separate section of the report (Government Code section 7550).

3. PROGRESS REPORTS:

A. If progress reports are required by the Agreement, Contractor shall provide a progress report in writing, or orally if approved by DSH Contract Manager, at least once a month to DSH Contract Manager. This progress report shall include, but not be limited to; a statement that Contractor is or is not on schedule, any pertinent reports, and any interim findings if applicable. Contractor shall cooperate with and shall be available to meet with DSH to discuss any difficulties, or special problems, so that solutions or remedies can be developed as soon as possible.

4. PRESENTATION:

A. Upon request, Contractor shall meet with DSH to present any findings, conclusions, and recommendations required by the Agreement for approval. If set forth in the Agreement, Contractor shall submit a comprehensive final report for approval. Both the final meeting and the final report shall be completed on or before the date indicated in this Agreement.

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5. DEPARTMENT OF STATE HOSPITALS STAFF:

A. DSH's staff shall be permitted to work side-by-side with Contractor's staff to the extent and under conditions as directed by DSH Contract Manager. In this connection, DSH's staff shall be given access to all data, working papers, etc., which Contractor seeks to utilize.

B. The Contractor shall abide by DSH's written policy and procedures on "nepotism," which is defined as "The practice of an employee using their influence or power to aid or hinder another in the employment setting because of a personal relationship." Accordingly, Contractor shall not use their influence or power to aid or hinder another in DSH's or Contractor's employment setting because of a personal relationship. The Contractor shall disclose any personal relationship with any current DSH workforce member by completing DSH 3215 Verification of Personal Relationships and Hiring of Relatives. Contractor shall also disclose any personal relationships with any current subcontractor(s)' workforce member.

6. CONFIDENTIALITY OF DATA AND DOCUMENTS:

A. Contractor shall not disclose data or documents or disseminate the contents of the final or any preliminary report without written permission of DSH Contract Manager. However, all public entities shall comply with California Public Records Act (Government Code sections 6250 et seq.).

B. Permission to disclose information or documents on one occasion shall not authorize Contractor to further disclose such information or documents on any other occasion except as otherwise provided in the Agreement or required by law.

C. Contractor shall not comment publicly to the press, or any other media, regarding the data or documents generated, collected, or produced in connection with this Agreement, or DSH's actions on the same, except to DSH's staff, Contractor's own personnel involved in the performance of this Agreement, or as required by law.

D. If requested by DSH, Contractor shall require each of its employees or officers who will be involved in the performance of this Agreement to agree to the above terms in a form to be approved by DSH and shall supply DSH with evidence thereof.

E. Each subcontract shall contain the foregoing provisions related to the confidentiality of data and nondisclosure.

F. After any data or documents submitted has become a part of the public records of DSH, Contractor may at its own expense and upon written approval by DSH Contract Manager, publish or utilize the same data or documents but shall include the following Notice:

LEGAL NOTICE

This report was prepared as an account of work sponsored by the Department of State Hospitals (Department) but does not necessarily represent the views of the Department or any of its employees except to the extent, if any, that it has formally been approved by the Department. For information regarding any such action, communicate directly with the Department at P.O. Box 952050, Sacramento, California, 94252-2050. Neither said Department nor the State of California, nor any officer or employee thereof, or any of its contractors or subcontractors makes any warranty, expressed or implied, or assumes any legal liability whatsoever for the contents of this document. Nor does any party represent that use of the data contained herein, would not infringe upon privately owned rights without obtaining permission or authorization from any party who has any rights in connection with the data.

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7. PROVISIONS RELATING TO DATA:

A. "Data" as used in this Agreement means recorded information, regardless of form or characteristics, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work; or be usable or be used to define a design or process; or support a premise or conclusion asserted in any deliverable document called for by this Agreement. The data may be graphic or pictorial delineations in media, such as drawings or photographs, charts, tables, mathematical modes, collections or extrapolations of data or information, etc. It may be in machine form, as punched cards, magnetic tape, computer printouts, or may be retained in computer memory.

B. "Generated data" is that data, which a Contractor has collected, collated, recorded, deduced, read out or postulated for utilization in the performance of this Agreement. Any electronic data processing program, model or software system developed or substantially modified by Contractor in the performance of this Agreement at the expense of DSH, together with complete documentation thereof, shall be treated in the same manner as generated data.

C. "Deliverable data" is that data which under terms of this Agreement is required to be delivered to DSH. Such data shall be property of the State of California and DSH.

D. Prior to the expiration of any legally required retention period and before destroying any data, Contractor shall notify DSH of any such contemplated action; and DSH may within 30 days of said notification determine whether or not this data shall be further preserved. DSH shall pay the expense of further preserving this data. DSH shall have unrestricted reasonable access to the data that is preserved in accordance with this Agreement.

E. Contractor shall use best efforts to furnish competent witnesses to testify in any court of law regarding data used in or generated under the performance of this Agreement.

F. All financial, statistical, personal, technical and other data and information relating to DSH's operation, which are designated confidential by the State or DSH and made available to carry out the Agreement, or which become available to Contractor in order to carry out this Agreement, shall be protected by Contractor from unauthorized use and disclosure.

G. If DSH determines that the data and information are inadequately protected by Contractor or its subcontractors, DSH shall provide notice of its determination and Contractor and/or its subcontractors shall improve the protections to DSH's satisfaction which shall be evidenced by written approval of the protections implemented.

8. APPROVAL OF PRODUCT:

A. Each product to be approved under this Agreement shall be approved by the Contract Manager. DSH's determination as to satisfactory work shall be final, absent fraud or mistake.

9. SUBSTITUTIONS:

A. Contractor's key personnel as indicated in its proposal may not be substituted without the Contract Manager's prior written approval.

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10. NOTICE:

A. Notice to either party shall be given by first class mail, by Federal Express, United Parcel Service or similar carrier, properly addressed, postage fully prepaid, to the address beneath the name of each respective party. Alternatively, notice may be given by personal delivery by any means whatsoever to the party and such notice shall be deemed effective when delivered.

11. WAIVER:

A. All remedies afforded in this Agreement are cumulative; that is, in addition to every other remedy provided therein or by law. The failure of DSH to enforce any provision of this Agreement, shall not waive its right to enforce the provision or any other provision of the Agreement.

12. GRATUITIES AND CONTINGENCY FEES:

A. Contractor shall not provide gratuities to any officer or employee of DSH or the State to secure an agreement or favorable treatment with respect to an agreement, the occurrence of which shall constitute a material breach of this Agreement. DSH, by written notice to Contractor, may terminate this Agreement with cause if it is found that gratuities were offered or given by Contractor or any agent or representative of Contractor to any officer or employee of the State or DSH with a view toward securing an agreement or securing favorable treatment with respect to the awarding, amending, or performance of such agreement.

B. In the event this Agreement is terminated as provided in the paragraph above, DSH shall be entitled (a) to pursue the same remedies against Contractor as it could pursue in the event of the breach of the Agreement by Contractor, and (b) as a predetermined amount of liquidated damages, Contractor shall pay an amount which shall not be less than three times the cost incurred by Contractor in providing any such gratuities to any such officer or employee.

C. The rights and remedies of DSH provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

D. Contractor warrants by execution of this Agreement that no person or selling agency has been employed or retained to solicit or secure this Agreement for a commission, percentage, brokerage or contingent fee, excepting bona fide employees of Contractor, for the purpose of securing business. For breach or violation of this warranty, DSH shall, among other rights, have the right to rescind this Agreement without liability, paying only for the values of the work actually returned, or in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

13. INTEGRATION CLAUSE:

A. The parties agree that this Agreement, including only the State standard form 213 and all exhibits, constitute the entire agreement of the parties and no other understanding or communication, whether written or oral, shall be construed to be a part of this Agreement.

14. CAPTIONS:

A. The clause headings appearing in this Agreement have been inserted for the purpose of convenience and ready reference. They do not purport to and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they pertain.

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15. PUBLIC HEARINGS:

A. If public hearings on the subject matter dealt with in this Agreement are held within one year from the Agreement expiration date, Contractor shall make available to testify the personnel assigned to this Agreement at the hourly rates specified in Contractor's proposed budget. DSH shall reimburse Contractor for travel of said personnel at the Agreement, or if none, at State rates for such testimony as may be requested by DSH.

16. FORCE MAJEURE:

A. Neither DSH nor Contractor shall be deemed to be in default in the performance of the terms of this Agreement if either party is prevented from performing the terms of this Agreement by causes beyond its control, which shall include without being limited to: acts of God; interference, rulings or decision by municipal, Federal, State or other governmental agencies, boards or commissions; any laws and/or regulations of such municipal, State, Federal, or other governmental bodies; or any catastrophe resulting from flood, fire, explosion, earthquakes or other similar environmental causes beyond the control of the defaulting party. If any of the stated contingencies occur, the party delayed by force majeure shall immediately give the other party written notice of the cause of delay. The party delayed by force majeure shall use reasonable diligence to correct the cause of the delay, if correctable.

17. LITIGATION:

A. DSH, promptly after receiving notice thereof, shall notify Contractor in writing of the commencement of any claim, suit, or action against DSH or its officers or employees for which Contractor must provide indemnification under this Agreement. The failure of DSH to give such notice, information, authorization or assistance shall not relieve Contractor of its indemnification obligations. Contractor shall immediately notify DSH of any claim or action against it which affects, or may affect, this Agreement, the terms or conditions hereunder, DSH, and shall take such action with respect to said claim or action which is consistent with the terms of this Agreement and the interest of DSH.

B. Contractor shall be in default of this Agreement (i) upon the institution by or against Contractor of insolvency, receivership or bankruptcy proceedings or any other proceedings for the settlement of Contractor's debts, (ii) upon Contractor making an assignment for the benefit of creditors, (iii) upon either party's dissolution or ceasing to do business or (iv) when the facts and circumstances indicate that Contractor is insolvent. For purposes of this Agreement, Contractor shall be deemed insolvent if: (i) Contractor has failed to pay salaries, overtime or benefits required by law of agreement, (ii) Contractor has failed to pay a subcontractor amounts owed pursuant to its agreements with a subcontractor, or (iii) Contractor has failed to pay a vendor amounts Contractor owes the vendor for more than 90 days the past due date for payment.

18. DISPUTES:

A. Contractor shall first discuss and attempt to resolve any dispute arising under or relating to the performance of this Agreement.

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19. EVALUATION OF CONTRACTOR'S PERFORMANCE:

A. DSH shall evaluate Contractor's performance under this Agreement using standardized evaluation forms which shall be made available to every state agency pursuant to Public Contracts Code section 10367.

20. AUDITS, INSPECTION AND ENFORCEMENT:

A. Contractor agrees to allow DSH to inspect its facilities and systems and make available for review its books and records to enable DSH to monitor compliance with the terms of this Agreement and audit invoices submitted to DSH.

B. Contractor shall promptly remedy any violation of any provision of this Agreement to the satisfaction of DSH.

C. The fact that DSH inspects, or fails to inspect, or has the right to inspect Contractor's facilities, systems, books and records does not relieve Contractor of its responsibility to independently monitor its compliance with this Agreement.

D. DSH's failure to detect or DSH's detection of any unsatisfactory practices, but failure to notify Contractor or require Contractor's remediation of the unsatisfactory practices does not constitute acceptance of such practice or a waiver of DSH's enforcement rights under the Agreement.

21. USE OF STATE FUNDS:

A. Contractor, including its officers and members, shall not use funds received from DSH pursuant to this Agreement to support or pay for costs or expenses related to the following:

i. Campaigning or other partisan activities to advocate for either the election or defeat of any candidate for elective office, or for or against the passage of any proposition or ballot measure; or,

ii. Lobbying for either the passage or defeat of any legislation.

B. This provision is not intended and shall not be construed to limit any expression of a view, opinion, or position of any member of Contractor as an individual or private citizens, as long as state funds are not used; nor does this provision limit Contractor from merely reporting the results of a poll or survey of its membership.

22. CANCELLATION PROVISIONS:

A. Unless otherwise specified, this Agreement may be canceled at any time by DSH, in writing, with thirty (30) days advance notice. If canceled, payment shall be made only for the provision of services expressly authorized by this Agreement until the date of cancellation and only at the rates set forth in Exhibit B, Budget Detail. In the case of early termination, a final payment will be made to Contractor upon receipt of an invoice covering all authorized costs, at the rates set forth in Exhibit B, incurred prior to the date of cancellation or termination. DSH shall not be responsible for unamortized costs, overhead or capital costs or any other related costs, including but, not limited to costs incurred in connection with the cancellation of leases or contracts pertaining to facilities, equipment or supplies, labor and employee benefits costs, and expenditures incurred after the date of notice of cancellation.

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B. If DSH determines that Contractor has breached a material term of the Agreement and has not cured the breach or ended the violation within the time specified by DSH, DSH may terminate the contract by providing notice to Contractor. DSH Information Security Officer shall report as required HIPAA violations to the Secretary of the U.S. Department of Health and Human Services.

C. Failure to comply with section 1 or 6 of this Exhibit, or a violation of section 12 of this Exhibit, shall be deemed a material breach of this Agreement.

23. EMPLOYMENT PROVISIONS:

A. Contractor acknowledges and agrees that neither Contractor, their personnel, subcontractors, nor other service providers through this Agreement are employees of DSH. Contractor and its independent contractors shall be solely responsible for:

i. Paying any and all payroll taxes, including, but not limited to Social Security and Medicare taxes,

ii. Federal or state income tax withholding,

iii. Providing unemployment insurance and workers compensation insurance, and

iv. Paying compensation to its employees in accordance with federal and state labor laws, including overtime pay unless otherwise specified in this Agreement, as well as penalties that may be imposed for failure to comply with these laws. Contractor agrees to indemnify and hold harmless DSH for any damages, losses, expenses, including reasonable attorney fees, in connection with its failure to pay salary or overtime, or provide benefits, including, but not limited to health care benefits or retirement benefits, to its employees, or its failure to provide to comply with federal or state labor laws.

24. LIABILITY FOR LOSS AND DAMAGES:

A. Any damages by Contractor, their personnel, subcontractors, and other service providers through this Agreement to DSH's facility, including equipment, furniture, materials, or other State or DSH property, shall be repaired or replaced by Contractor to the satisfaction of DSH at Contractor's expense. DSH, at its option, may repair any such damage and deduct the cost thereof from any sum due Contractor under this Agreement.

25. SECURITY CLEARANCE/FINGERPRINTING/TUBERCULIN SKIN TESTING:

A. DSH reserves the right to conduct fingerprinting, drug testing, and/or security clearance through the Department of Justice, Bureau of Criminal Identification and Information (BCII), prior to award and at any time during the term of the Agreement, in order to permit Contractor, their personnel, subcontractors, and other service providers through this Agreement access to State premises. DSH further reserves the right to terminate this Agreement should a threat to security be determined.

B. In the event that the services required under this Agreement will be performed within a DSH facility, Contractors and their employees who are assigned to work with, near, or around patients shall be required to be examined and tested or medically evaluated by a licensed healthcare provider for TB in an infectious or contagious stage prior to the performance of contracted duties, and at least once a year thereafter (within 12 months of their initial or previous TB test under this contract), or more

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often as directed by DSH. Contractors and their employees who have any contact (physical or nonphysical) with patients, shall be required to furnish to the DSH Contract Manager, at no cost to DSH, a documented Tuberculosis (TB) evaluation/test for TB infection (Tuberculin Skin Test (TST) or a blood test Interferon Gamma Release Assay (IGRA) completed within (30) thirty days of the start date of the services and be certified to be free of TB in an infectious or contagious stage by a licensed healthcare provider prior to assuming their contracted duties and annually thereafter.

C. If both of the documented results of the TST provided ≤ 0-9/mm of induration, then the tested person may be cleared to provide services. However, if the documented result of the TST is ≥ 10/mm of induration, then they shall be subject to additional testing and/or clearances before he or she is allowed to work at a DSH facility.

D. DSH reserves the right, in its sole and absolute discretion, to take measures to minimize the transmission of influenza. Contractor, their personnel, subcontractors, and other service providers through this Agreement may be required to either a) show written proof that they have received an influenza vaccine, or b) complete an Influenza Declination Form, which will be provided upon request. In addition, all non-vaccinated providers may be required to wear a mask. In its sole and absolute discretion, DSH may elect to provide free influenza vaccines to Contractor, their personnel, subcontractors, and other service providers through this Agreement.

26. PHYSICIAN OWNERSHIP AND REFERRAL ACT OF 1993:

A. For applicable medical services contracts, and in accordance with the Physician Ownership and Referral Act of 1993, Contractor shall not refer any patient to any health care provider or health-related facility if Contractor has a financial interest with that health care provider or health-related facility.

B. Contractor may make a referral to or request consultation from a sole source health care provider or health-related facility in which financial interest is held if Contractor is located where there is no alternative provider of service within either twenty-five (25) miles or forty (40) minutes travel time, subject to the prior approval of DSH. Contractor shall disclose, in writing, as well as on a continuous basis, to DSH, its financial interest at the time of referral or request for consultation. In no event, will this prohibit patients from receiving emergency health care services.

27. AMENDMENTS:

A. The parties reserve the right to amend this Agreement as mutually agreed upon. This is in addition to the right to amend for other reasons contained in this Agreement or noted in the solicitation that resulted in this Agreement, if applicable. Any amendment shall be in writing and signed by both parties and be approved by the Department of General Services if such approval is required.

Revised 11/17/2020

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EXHIBIT F
INFORMATION PRIVACY AND SECURITY REQUIREMENTS
(Non-HIPAA/HITECH Act Contracts)

This Information Privacy and Security Requirements Exhibit (For Non-Health Insurance Portability and Accountability Act/Health Information Technology for Economic and Clinical Health (Non-HIPAA/HITECH Act Contracts) (hereinafter referred to as "this Exhibit") sets forth the information privacy and security requirements Contractor is obligated to follow with respect to all personal and confidential information (as defined herein) disclosed to Contractor, or collected, created, maintained, stored, transmitted or used by Contractor for or on behalf of the California Department of State Hospitals (hereinafter "DSH"), pursuant to Contractor's agreement with DSH. (Such personal and confidential information is referred to herein collectively as "DSH PCI".) DSH and Contractor desire to protect the privacy and provide for the security of DSH PCI pursuant to this Exhibit and in compliance with state and federal laws applicable to the DSH PCI.

I. Order of Precedence: With respect to information privacy and security requirements for all DSH PCI, the terms and conditions of this Exhibit shall take precedence over any conflicting terms or conditions set forth in any other part of the agreement between Contractor and DSH, including Exhibit A (Scope of Work), all other exhibits and any other attachments, and shall prevail over any such conflicting terms or conditions.

II. Effect on lower tier transactions: The terms of this Exhibit shall apply to all contracts, subcontracts, and subawards, and the information privacy and security requirements Contractor is obligated to follow with respect to DSH PCI disclosed to Contractor, or collected, created, maintained, stored, transmitted or used by Contractor for or on behalf of DSH, pursuant to Contractor's agreement with DSH. When applicable the Contractor shall incorporate the relevant provisions of this Exhibit into each subcontract or subaward to its agents, subcontractors, or independent consultants.

III. Definitions: For purposes of the agreement between Contractor and DSH, including this Exhibit, the following definitions shall apply:

A. Breach: "Breach" means:

1. the unauthorized acquisition, access, use, or disclosure of DSH PCI in a manner which compromises the security, confidentiality or integrity of the information; or

2. the same as the definition of "breach of the security of the system" set forth in California Civil Code section 1798.29(f) (2021).

B. Confidential Information: "Confidential information" means information that:

1. does not meet the definition of "public records" set forth in California Government Code section 6252(e) (2021), or is exempt from disclosure under any of the provisions of Section 6250, et seq. of the California Government Code or any other applicable state or federal laws; or

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2. is contained in documents, files, folders, books or records that are clearly labeled, marked or designated with the word “confidential” by DSH.

C. Disclosure: “Disclosure” means the release, transfer, provision of, access to, or divulging in any manner of information outside the entity holding the information.

D. PCI: “PCI” means “personal information” and “confidential information” collectively (as these terms are defined herein).

E. Personal Information: “Personal information” means information, in any medium (paper, electronic, oral) that:

1. directly or indirectly collectively identifies or uniquely describes an individual; or

2. could be used in combination with other information to indirectly identify or uniquely describe an individual, or link an individual to the other information; or

3. meets the definition of “personal information” set forth in California Civil Code section 1798.3, subdivision (a) (2021); or

4. is one of the data elements set forth in California Civil Code section 1798.29, subdivision (g)(1) or (g)(2) (2021); or

5. meets the definition of “medical information” set forth in either California Civil Code section 1798.29, subdivision (h)(2) (2021), or California Civil Code section 56.05, subdivision (j) (2021); or

6. meets the definition of “health insurance information” set forth in California Civil Code section 1798.29, subdivision (h)(3) (2021); or

7. is protected from disclosure under applicable state or federal law.

F. Security Incident: “Security Incident” means:

1. an attempted breach; or

2. the attempted or successful unauthorized access or disclosure, modification or destruction of DSH PCI, in violation of any state or federal law or in a manner not permitted under the agreement between Contractor and DSH, including this Exhibit; or

3. the attempted or successful modification or destruction of, or interference with, Contractor’s system operations in an information technology system, that negatively impacts the confidentiality, availability or integrity of DSH PCI; or

4. any event that is reasonably believed to have compromised the confidentiality, integrity, or availability of an information asset, system, process, data storage, or transmission. Furthermore, an information security incident may also include an event that constitutes

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a violation or imminent threat of violation of information security policies or procedures, including acceptable use policies.

G. Use: "Use" means the sharing, employment, application, utilization, examination, or analysis of information.

IV. Disclosure Restrictions: The Contractor and its employees, agents, and subcontractors shall protect from unauthorized disclosure any DSH PCI. The Contractor shall not disclose, except as otherwise specifically permitted by the agreement between Contractor and DSH (including this Exhibit), any DSH PCI to anyone other than DSH personnel or programs without prior written authorization from the DSH Program Contract Manager, except if disclosure is required by State or Federal law.

V. 42 C.F.R. Part 2 compliance: DSH shall receive patient identifying substance use disorder treatment information for program evaluation and auditing purposes. In accordance with 42 C.F.R. part 2.53, DSH agrees to:

(i) Maintain and destroy patient identifying information and records covered by 42 C.F.R. Part 2 in a manner consistent with the policies and procedures established under 42 C.F.R. part 2.16;

(ii) Retain records in compliance with applicable federal, state, and local record retention laws; and

(iii) Comply with the limitations on disclosure and use in 42 C.F.R. part 2.53(d).

VI. Use Restrictions: The Contractor and its employees, agents, and subcontractors shall not use any DSH PCI for any purpose other than performing the Contractor's obligations under its agreement with DSH. DSH and its employees, agents, and subcontractors shall not use any data received from contractor for any purpose other than noted in this agreement, Welfare and Institutions Code section 4335.2.

VII. Research compliance: DSH is a covered entity under the Health Insurance Portability and Accountability Act of 1996 (HIPAA). DSH may receive protected health information and patient identifying substance use disorder treatment information for research purposes so long as disclosure is consistent with federal and state laws. Without limiting the generality of the foregoing, in accordance with 42 C.F.R. part 2.52(a) and 45 C.F.R. part 164.512(i), Contractor shall only disclose the data to DSH for research purposes after DSH obtains approval from the State of California's Institutional Review Board, the California Health and Human Services' Committee for the Protection of Human Subjects and furnishes documentation to Contractor. DSH shall follow all of its internal policies and procedures for obtaining approval for research using data reported by contractor. DSH agrees to comply with HIPAA and 42 C.F.R. Part 2 regarding all requirements including retention and destruction.

VIII. Safeguards: The Contractor shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the privacy, confidentiality, security, integrity, and availability of DSH PCI, including electronic or computerized DSH PCI. At each location where DSH PCI exists under Contractor's control, the Contractor shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities in performing its agreement with DSH, including this Exhibit, and which incorporates the requirements of Section IX, Security, below. Contractor shall provide DSH with Contractor's current and updated policies within five (5) business days of a request by DSH for the policies.

Attachment: Department of State Hospitals 22-24 (RES-2023-144 : Department of State Hospitals Agreement)

IX. Security: The Contractor shall take any and all steps reasonably necessary to ensure the continuous security of all computerized data systems containing DSH PCI.

X. Security Officer: At each place where DSH PCI is located, the Contractor shall designate a Security Officer to oversee its compliance with this Exhibit and to communicate with DSH on matters concerning this Exhibit.

XI. Training: The Contractor shall provide training on its obligations under this Exhibit, at its own expense, to all of its employees who assist in the performance of Contractor's obligations under Contractor's agreement with DSH, including this Exhibit, or otherwise use or disclose DSH PCI.

A. The Contractor shall require each employee who receives training to certify, either in hard copy or electronic form, the date on which the training was completed.

B. The Contractor shall retain each employee's certifications for DSH inspection for a period of three years following contract termination or completion.

C. Contractor shall provide DSH with its employee's certifications within five (5) business days of a request by DSH for the employee's certifications.

XII. Employee Discipline: Contractor shall impose discipline that it deems appropriate (in its sole discretion) on such employees and other Contractor workforce members under Contractor's direct control who intentionally or negligently violate any provisions of this Exhibit.

XIII. Breach and Security Incident Responsibilities:

A. Notification to DSH of Breach or Security Incident: The Contractor shall notify DSH **immediately by telephone call plus email or fax** upon the discovery of a breach (as defined in this Exhibit), **and** within **twenty-four (24) hours by email or fax** of the discovery of any security incident (as defined in this Exhibit), unless a law enforcement agency determines that the notification will impede a criminal investigation, in which case the notification required by this section shall be made to DSH immediately after the law enforcement agency determines that such notification will not compromise the investigation. Notification shall be provided to the DSH Program Contract Manager, the DSH Privacy Officer and the DSH Chief Information Security Officer, using the contact information listed in Section XI(F), below. If the breach or security incident is discovered after business hours or on a weekend or holiday and involves DSH PCI in electronic or computerized form, notification to DSH shall be provided by calling the DSH Information Security Office at the telephone numbers listed in Section XI(F), below. For purposes of this Section, breaches and security incidents shall be treated as discovered by Contractor as of the first day on which such breach or security incident is known to the Contractor, or, by exercising reasonable diligence would have been known to the Contractor. Contractor shall be deemed to have knowledge of a breach if such breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the breach, who is an employee or agent of the Contractor.

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Contractor shall take:

1. prompt corrective action to mitigate any risks or damages involved with the breach or security incident and to protect the operating environment; and

2. any action pertaining to a breach required by applicable federal and state laws, including, specifically, California Civil Code sections 1798.29 and 1798.82 (2021).

B. Investigation of Breach and Security Incidents: The Contractor shall immediately investigate such breach or security incident. As soon as the information is known and subject to the legitimate needs of law enforcement, Contractor shall inform the DSH Program Contract Manager, the DSH Privacy Officer, and the DSH Chief Information Security Officer of:

1. what data elements were involved, and the extent of the data disclosure or access involved in the breach, including, specifically, the number of individuals whose personal information was breached; and

2. a description of the unauthorized persons known or reasonably believed to have improperly used the DSH PCI and/or a description of the unauthorized persons known or reasonably believed to have improperly accessed or acquired the DSH PCI, or to whom it is known or reasonably believed to have had the DSH PCI improperly disclosed to them; and

3. a description of where the DSH PCI is believed to have been improperly used or disclosed; and

4. a description of the probable and proximate causes of the breach or security incident; and

5. whether Civil Code sections 1798.29 and 1798.82 (2021) or any other federal or state laws requiring individual notifications of breaches have been triggered.

C. Written Report: The Contractor shall provide a written report of the investigation to the DSH Program Contract Manager, the DSH Privacy Officer, and the DSH Chief Information Security Officer as soon as practicable after the discovery of the breach or security incident. The report shall include, but not be limited to, the information specified above, as well as a complete, detailed corrective action plan, including information on measures that were taken to halt and/or contain the breach or security incident, and measures to be taken to prevent the recurrence or further disclosure of data regarding such breach or security incident.

D. Notification to Individuals: If notification to individuals whose information was breached is required under state or federal law, and regardless of whether Contractor is considered only a custodian and/or non-owner of the DSH PCI, Contractor shall, at its sole expense, and at the sole election of DSH, either:

Attachment: Department of State Hospitals 22-24 (RES-2023-144 : Department of State Hospitals Agreement)

1. make notification to the individuals affected by the breach (including substitute notification), pursuant to the content and timeliness provisions of such applicable state or federal breach notice laws. Contractor shall inform the DSH Privacy Officer of the time, manner and content of any such notifications, prior to the transmission of such notifications to the individuals; or

2. cooperate with and assist DSH in its notification (including substitute notification) to the individuals affected by the breach.

E. Submission of Sample Notification to Attorney General: If notification to more than 500 individuals is required pursuant to California Civil Code section 1798.29 or 1798.82 (2021), and regardless of whether Contractor is considered only a custodian and/or non-owner of the DSH PCI, Contractor shall, at its sole expense, and at the sole election of DSH, either:

1. electronically submit a single sample copy of the security breach notification, excluding any personally identifiable information, to the Attorney General pursuant to the format. content and timeliness provisions of Section 1798.29, subdivision (e), or 1798.82, subdivision (f) (2021). Contractor shall inform the DSH Privacy Officer of the time, manner and content of any such submissions, prior to the transmission of such submissions to the Attorney General; or

2. cooperate with and assist DSH in its submission of a sample copy of the notification to the Attorney General.

F. DSH Contact Information: To direct communications to the above referenced DSH staff, the Contractor shall initiate contact as indicated herein. DSH reserves the right to make changes to the contact information below by verbal or written notice to the Contractor. Said changes shall not require an amendment to this Exhibit or the agreement to which it is incorporated.

Contract Managers	**Chief Privacy Officer**	**Chief Information Security Officer**
See Exhibit A - Scope of Work for contact information	Chief Privacy Officer Office of Legal Services 1215 O Street, MS-5 Sacramento, CA 95814 Email: privacy.officer@dsh.ca.gov and dshsaclegalprivacy@dsh.ca.gov Telephone: 916-562-3721	Chief Information Security Officer Information Security Office 1215 O Street, MS-4 Sacramento, CA 95814 Email: iso@dsh.ca.gov and security@dsh.ca.gov Telephone: 916-654-4218
	Jacob Bobman	Jacob Bobman Mariposa County Adult Detention Facility

Attachment: Department of State Hospitals 22-24 (RES-2023-144 : Department of State Hospitals Agreement)

	Mariposa County Adult Detention Facility PO Box 727 Mariposa, CA 95338 Email: jbobman@mariposacounty.org Telephone: 209-966-3616	PO Box 727 Mariposa, CA 95338 Email: jbobman@mariposacounty.org Telephone: 209-966-3616

XIV. Documentation of Disclosures for Requests for Accounting: Contractor shall document and make available to DSH or (at the direction of DSH) to an Individual such disclosures of DSH PCI, and information related to such disclosures, necessary to respond to a proper request by the subject Individual for an accounting of disclosures of personal information as required by Civil Code section 1798.25 (2021), or any applicable state or federal law.

XV. Requests for DSH PCI by Third Parties: The Contractor and its employees, agents, or subcontractors shall promptly transmit to the DSH Program Contract Manager all requests for disclosure of any DSH PCI requested by third parties to the agreement between Contractor and DSH (except from an Individual for an accounting of disclosures of the individual's personal information pursuant to applicable state or federal law), unless prohibited from doing so by applicable state or federal law.

XVI. Audits, Inspection and Enforcement: DSH may inspect the facilities, systems, books and records of Contractor to monitor compliance with this Exhibit. Contractor shall promptly remedy any violation of any provision of this Exhibit and shall certify the same to the DSH Program Contract Manager in writing.

XVII. Return or Destruction of DSH PCI on Expiration or Termination: Upon expiration or termination of the agreement between Contractor and DSH for any reason, Contractor shall securely return or destroy the DSH PCI. If return or destruction is not feasible, Contractor shall provide a written explanation to the DSH Program Contract Manager, the DSH Privacy Officer and the DSH Chief Information Security Officer, using the contact information listed in Section XI(F), above.

A. Retention Required by Law: If required by state or federal law, Contractor may retain, after expiration or termination, DSH PCI for the time specified as necessary to comply with the law.

B. Obligations Continue Until Return or Destruction: Contractor's obligations under this Exhibit shall continue until Contractor destroys the DSH PCI or returns the DSH PCI to DSH; provided however, that on expiration or termination of the agreement between Contractor and DSH, Contractor shall not further use or disclose the DSH PCI except as required by state or federal law.

C. Notification of Election to Destroy DSH PCI: If Contractor elects to destroy the DSH PCI, Contractor shall certify in writing within 30 days of the expiration or termination of the agreement to the DSH Program Contract Manager, the DSH Privacy Officer and the DSH Chief Information Security Officer, using the contact information listed in Section XI(F),

Attachment: Department of State Hospitals 22-24 (RES-2023-144 : Department of State Hospitals Agreement)

above, that the DSH PCI has been securely destroyed. The notice shall include the date and type of destruction method used.

XVIII. Amendment: The parties acknowledge that federal and state laws regarding information security and privacy rapidly evolves and that amendment of this Exhibit may be required to provide for procedures to ensure compliance with such laws. The parties specifically agree to take such action as is necessary to implement new standards and requirements imposed by regulations and other applicable laws relating to the security or privacy of DSH PCI. The parties agree to promptly enter into negotiations concerning an amendment to this Exhibit consistent with new standards and requirements imposed by applicable laws and regulations.

XIX. Assistance in Litigation or Administrative Proceedings: Contractor shall make itself and any subcontractors, workforce employees or agents assisting Contractor in the performance of its obligations under the agreement between Contractor and DSH, available to DSH at no cost to DSH to testify as witnesses, in the event of litigation or administrative proceedings being commenced against DSH, its director, officers or employees based upon claimed violation of laws relating to security and privacy, which involves inactions or actions by the Contractor, except where Contractor or its subcontractor, workforce employee or agent is a named adverse party.

XX. No Third-Party Beneficiaries: Nothing express or implied in the terms and conditions of this Exhibit is intended to confer, nor shall anything herein confer, upon any person other than DSH or Contractor and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.

XXI. Interpretation: The terms and conditions in this Exhibit shall be interpreted as broadly as necessary to implement and comply with regulations and applicable State laws. The parties agree that any ambiguity in the terms and conditions of this Exhibit shall be resolved in favor of a meaning that complies and is consistent with federal and state laws and regulations.

XXII. Survival: If Contractor does not return or destroy the DSH PCI upon the expiration or termination of the Agreement, the respective rights and obligations of Contractor under Sections VI, VII and XI of this Exhibit shall survive the completion or termination of the agreement between Contractor and DSH.

Attachment: Department of State Hospitals 22-24 (RES-2023-144 : Department of State Hospitals Agreement)

STATE OF CALIFORNIA
CALIFORNIA CIVIL RIGHTS LAWS ATTACHMENT
DGS OLS 04 (Rev. 01/17)

DEPARTMENT OF GENERAL SERVICES
OFFICE OF LEGAL SERVICES

Pursuant to Public Contract Code section 2010, a person that submits a bid or proposal to, or otherwise proposes to enter into or renew a contract with, a state agency with respect to any contract in the amount of $100,000 or above shall certify, under penalty of perjury, at the time the bid or proposal is submitted or the contract is renewed, all of the following:

1. CALIFORNIA CIVIL RIGHTS LAWS: For contracts executed or renewed after January 1, 2017, the contractor certifies 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 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
Mariposa County	94-6000880

By (Authorized Signature)

Printed Name and Title of Person Signing

Miles Menetrey, Chair - Board of Supervisors

Executed in the County of	Executed in the State of
Mariposa	CA

Date Executed

Attachment: Department of State Hospitals 22-24 (RES-2023-144 : Department of State Hospitals Agreement)

State of California
Financial Information System for California (FI$Cal)

GOVERNMENT AGENCY TAXPAYER ID FORM

2000 Evergreen Street, Suite 215
Sacramento, CA 95815
www.fiscal.ca.gov
1-855-347-2250

The principal purpose of the information provided is to establish the unique identification of the government entity.

Instructions: You may submit one form for the principal government agency and all subsidiaries sharing the same TIN. Subsidiaries with a different TIN must submit a separate form. Fields bordered in red are required. Hover over fields to view help information. Please print the form to sign prior to submittal. You may email the form to: vendors@fiscal.ca.gov, or fax it to (916) 576-5200, or mail it to the address above.

Principal Government Agency Name: Mariposa County

Remit-To Address (Street or PO Box): PO Box 276

City: Mariposa State: CA Zip Code+4: 95338

Government Type:
- ☐ City
- ☑ County
- ☐ Special District
- ☐ Federal
- ☐ Other (Specify)

Federal Employer Identification Number (FEIN): 94-6000880

List other subsidiary Departments, Divisions or Units under your principal agency's jurisdiction who share the same FEIN and receives payment from the State of California.

Dept/Division/Unit Name	Complete Address
Mariposa County Adult Detention Facility	PO Box 727 Mariposa CA 95338

Contact Person: Kristie Mitchell Title: Senior Administrative Analyst

Phone number: 209-966-3615 E-mail address:

Signature: Date:

Attachment: Department of State Hospitals 22-24 (RES-2023-144 : Department of State Hospitals Agreement)

State of California – Department of State Hospitals
Gavin Newsom, Governor

Procurement and Contracts Services Section
1215 O St., MS-2
Sacramento, California 95814
www.dsh.ca.gov

Attachment: Department of State Hospitals 22-24 (RES-2023-144 : Department of State Hospitals Agreement)

On March 4, 2022, Governor Gavin Newsom issued Executive Order (EO) N-6-22 regarding sanctions in response to Russian aggression in Ukraine. The EO is located at https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf .

The EO directs all agencies and departments that are subject to the Governor's authority, including the Department of State Hospitals, to take certain immediate steps, including notifying all contractors and grantees of their obligations to comply with existing economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law.

This correspondence serves as a notice under the EO that as a contractor or grantee, compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website located at: https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions . Failure to comply may result in the termination of contracts or grants, as applicable.

Please note that for any agreements or grants valued at $5 million or more, a separate notification will be sent outlining additional requirements specified under the EO.

Sincerely,

ROBERT HORSLEY
DSH IT and Non-IT Purchasing Authority Contact
Administrative Services Division
Business Management Branch
cc: Procurement/Contracts File

MARIPOSA COUNTY

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

MEETING: March 14, 2023

TO: The Board of Supervisors

FROM: Danielle Bondshu, Clerk of the Board

RE: Handouts from Departmental Presentation Portion of the November 8Th, 2022, Meeting

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Handouts from Departmental Presentation Portion of the March 14, 2023, Meeting:

– 2022 Community Health Assessment

ATTACHMENTS:
Community Health Assessment Attachment (PDF)

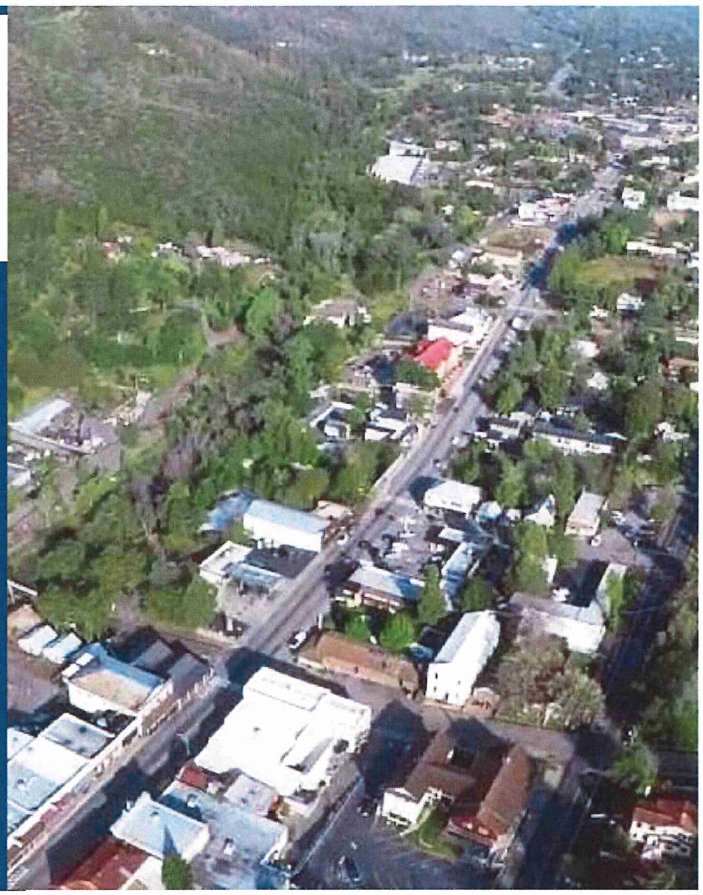
RESULT: INFORMATION RECEIVED

MARIPOSA COUNTY

Mariposa County Health & Human Services Agency Public Health

2022 COMMUNITY HEALTH ASSESSMENT

Mariposa County Health & Human Services aims to enhance well-being in a safe and thriving community.



COMMUNITY STRENGTHS

- Lower rates of sexually transmitted infections than other counties and California overall
- Higher rates of physical activity
- Above-average high school graduation rates
- Lower rates of income inequality
- Strong participation in civic, religious, sports, labor, business and professional groups.
- Number of people carpooling to work.

AREAS TO IMPROVE

- Adult smoking
- Adult obesity
- Access to physical activity opportunities
- Excessive drinking
- Not enough primary care physicians (PCP)
- Mammography screenings
- Flu vaccination rates
- Unemployment
- Air pollution
- Severe housing problems
- Violent crime
- Alcohol- driving deaths

1-209-966-3689 www.mariposacounty.org

KEY FINDINGS

The main findings of the Community Health Assessment were that Mariposa County residents would benefit from the following.

ACCESS TO HEALTHCARE

Mariposa County scores low on clinical care with a ranking of 50 out of 58 counties

Only 80% of North County residents have health insurance vs. 92% of residents that live in 95338

AFFORDABLE HOUSING

61% of households spend more than 30% of their income on housing

LOCAL GROWTH IN EDUCATIONAL AND CAREER OPPORTUNITIES

7% of eligible children are enrolled in preschool in North County vs. 31% of eligible children in 95338

SUBSTANCE & ALCOHOL USE

82% of the participants of the Community Health Survey agreed that substance and alcohol use is a major health issue in Mariposa [illegible] needs to be addressed.

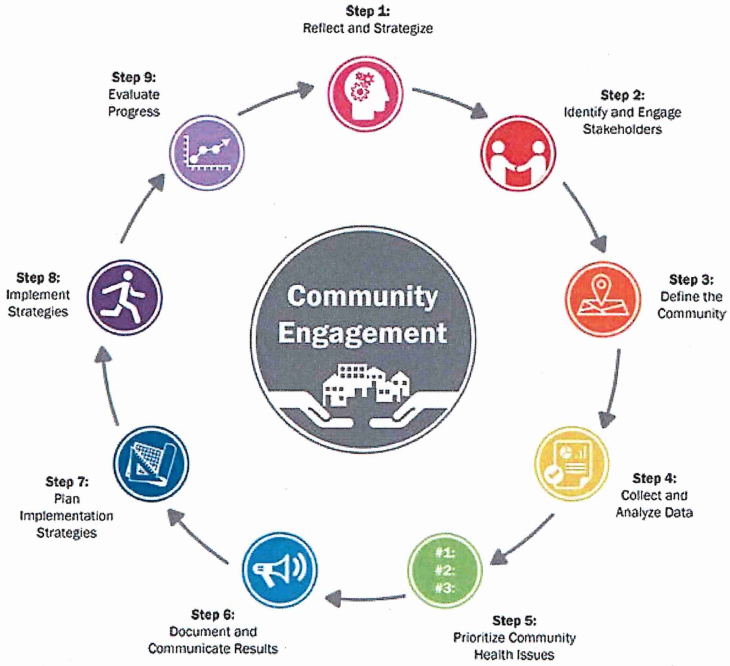
Attachment: Community Health Assessment Attachment (14016 : Handouts from Departmental Presentation Portion of the November 8Th, 2022,

Attachment: Community Health Assessment Attachment (14016 : Handouts from Departmental Presentation Portion of the November 8Th, 2022,

Executive Summary

The County of Mariposa Health and Human Services Agency (HHSA) aims to enhance well-being in a safe and thriving community. Through the utilization and implementation of the Association of Community Health Improvement (ACHI) Community Engagement Plan, HHSA conducted a Community Health Assessment (CHA) that engages community members and stakeholders, prioritizes community health issues, and plans an implementation strategy. As part of the implementation of the Community Engagement Plan, HHSA has identified key strategies to address community health issues with community partnership, effective communication, and collaboration to evaluate the current systems of care.

A county leadership team was formed to assess the community's health through public-access data, one-on-one interviews with community leaders, members, and stakeholders, as well as a review of previous assessments. All nine steps of the Community Engagement Plan were conducted or are in progress as the Community Health Assessment moves to the implementation phase. The following nine steps were included: 1) Reflect and Strategize, 2) Identify and Engage Stakeholders, 3) Define the Community, 4) Collect and Analyze Data, 5) Prioritize Community Health Issues, 6) Document and Communicate Results, 7) Plan Implementation Strategies, 8) Implementation Strategies, 9) Evaluate Progress. The first seven steps were conducted as part of the Community Health Assessment in 2022, and steps eight and nine will be implemented in the next phase of the Community Health Assessment- the Community Health Improvement Plan (CHIP).



The main findings of the Community Health Assessment were that Mariposa County residents would benefit from the following:

- Improved access to health care, with more local options so they would not have to drive long distances or out of the county to obtain quality care.
- The care and tools to be mentally healthy and resilient, and better able to avoid or overcome addictions and inpatient hospital stays.
- Affordable housing.
- More recreational opportunities for people of all ages, such as bike paths and parks, as well as indoor options for seniors and considerations for bad weather.
- Local growth in jobs and industries, without sacrificing the unique feel of Mariposa County.
- More local educational opportunities and career pathways, including adult education.
- A younger, larger population.
- Connections to needed services, especially for seniors or others who are currently isolated.

The next steps following the Community Health Assessment, as part of step 8 and 9 of the Community Engagement Plan, are to disseminate the findings of the assessment, initiate the Community Health Improvement Plan process, and implement the appropriate changes guided by the Community Health Improvement Plan.

Attachment: Community Health Assessment Attachment (14016 : Handouts from Departmental Presentation Portion of the November 8Th, 2022,



MARIPOSA COUNTY
COMMUNITY HEALTH ASSESSMENT

2022 Updated Edition

Mariposa County
Health & Human
Services Agency

Attachment: Community Health Assessment Attachment (14016 : Handouts from Departmental Presentation Portion of the November 8Th, 2022,

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Introduction

In 2021 Mariposa County Health and Human Services Agency (HHSA) launched a Community Health Assessment (CHA) process, driven in part by the pursuit of accreditation from the Public Health Accreditation Board (PHAB). Beyond the PHAB requirements, the HHSA Accreditation Team saw an opportunity to compile a variety of data and insights about health and quality of life in Mariposa County.

In keeping with the broad view of health, the assessment covers the following main topic areas:

- Overall community health status as noted in rankings that use county-level data.
- Overall demographics: age, race/ethnicity and other characteristics of Mariposa County residents that could be relevant to health trends.
- Risk and protective factors such as specific behaviors, exposure to stress, and physical condition that can influence the trajectory of health and outcomes over time.
- Social, economic and environmental factors that can play a powerful role in determining health, beyond health behaviors and access to care.
- Leading causes of disease, disability, and death (in the public and health care realms, this is often referred to as "morbidity and mortality").
- Measures of opportunity that gauge the degree of equity and disparities.
- Community strengths and assets.
- The status of the local public health system.
- Forces of change, including political, economic, demographic/social, and technological.

Tracking these aspects of health paint the most accurate portrait of the health status of Mariposa County. With these data, HHSA and HHSA's partners can work together to build on existing strengths and assets and address opportunities for improvement.

Data Sources

Sources of data for the CHA include the following:

Federal Agency and National Organization Data Sources:

- U.S. Census
- American Community Survey
- Small Area Health Insurance Estimates (SAHIE)
- U.S. Department of Labor
- U.S. Department of Housing and Urban Development
- Centers for Disease Control and Prevention (CDC)
- Behavioral Risk Factor Surveillance System (BRFSS)
- WONDER
- Robert Wood Johnson Foundation/University of Wisconsin Population Health Institute, 2022 County Health Rankings
- Lucile Packard Foundation for Children's Health (Kidsdata.org)



State Data Sources:

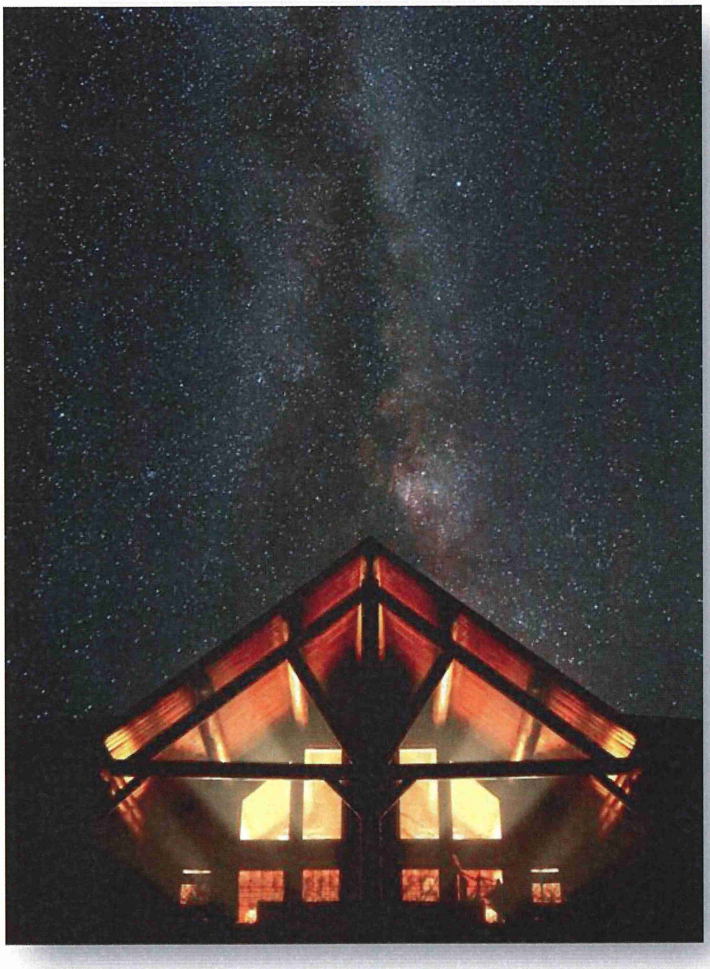
- California Department of Education
- UCLA Center for Health Policy Research, California Health Interview Survey (Groups Mariposa County data with data from six other counties: Alpine, Amador, Calaveras, Inyo, Mono, and Tuolumne)
- California Cancer Registry
- California Department of Public Health

Attachment: Community Health Assessment Attachment (14016 : Handouts from Departmental Presentation Portion of the November 8Th, 2022,

- California Budget and Policy Center

County-specific Data and Reports:

- Voices of Youth Count (Chapin Hall at the University of Chicago Initiative on Youth Homelessness)
- Mariposa County Needs Assessment, 2017 (Prepared by Clarity Social Research Group)
- Initial Evaluation of Mariposa County Housing Conditions (Prepared by Nancy Lewis Associates, Inc.)



Feedback from Residents and Partners:

- Key informant interviews with MCPH partners about their view of community health, community strengths/assets, and concerns for the future
- A 2022 survey of residents promoted on the HHSA webpage, social media, at the Mariposa County Fair, and through word-of-mouth, which drew 80 responses
- A 2022 online survey of staff and partners about the 10 Essential Public Health Services

A significant caveat applies to compiling and interpreting statistical data about Mariposa County. Due to the County's small population size, some data are not available or reliable; small changes (for example, a few more deaths from a particular cause each year) can be misleading and point to a trend or spike where one does not exist. Wherever possible, we have noted trends over time and cautions about over-interpreting specific data points. Some data sources take this issue into account. For example, Community Commons (a source for many of the indicators presented in the CHA) uses a methodology that adjusts data to allow for a combination of dense and sparse populations in each area—such as within the town of Mariposa compared to the County overall.

In some cases, two different data sources yield different rates. This can occur for several reasons, including timing differences or variations in the original data source (e.g., estimated from state telephone interview data, reported to a disease registry, public health surveillance systems, or one-time special studies or search). Whenever possible, we have noted these differences and the sources.

Throughout the CHA document, we also provide comparisons when they are available to average rates in California across the United States. Here again, the comparisons should be interpreted with caution due to the small number of people and trends changing year to year. However, we hope the CHA data overall will serve as baseline indicators that can become more meaningful.

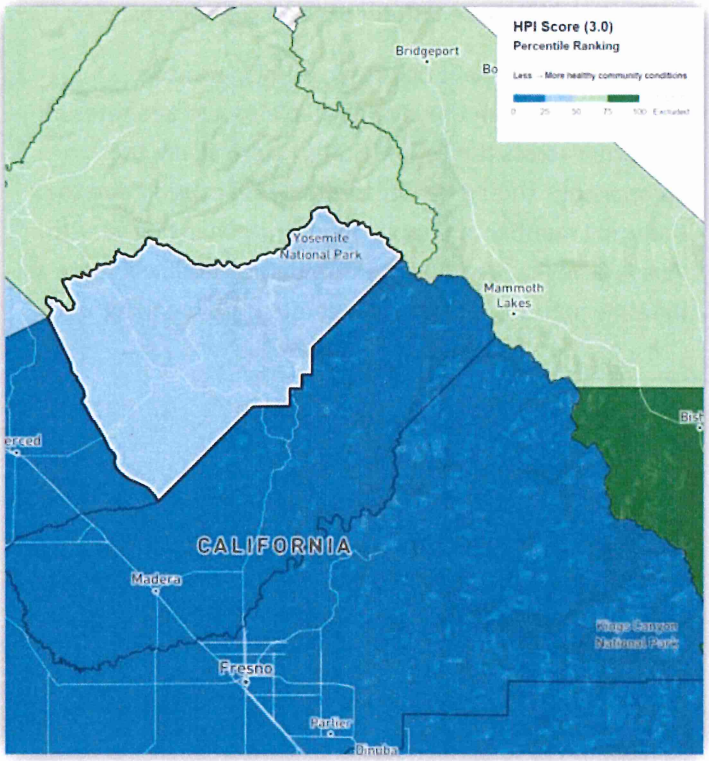
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Healthy Places Index (HPI)

The Healthy Places Index (HPI) is a project of the Public Health Alliance of Southern California. The goal of the HPI is to advance health equity through open data. HPI focuses on nine (9) policy action areas:

- **Economic**
- **Education**
- **Social**
- **Transportation**
- **Healthcare Access**
- **Neighborhood**
- **Housing**
- **Clean Environment**
- **Decision Support**

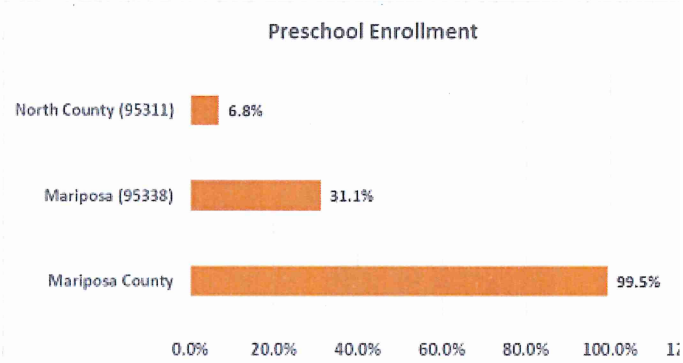
These areas provide a comprehensive look at community conditions across the state of California. The HPI is used by many local health departments and the State of California to promote equity in COVID-19 response and vaccination. HPI is used to inform the vaccine equity metric used by the State of California. HPI provides a score to counties, cities, zip codes, and census tracts based upon the nine (9) policy action areas.[1]



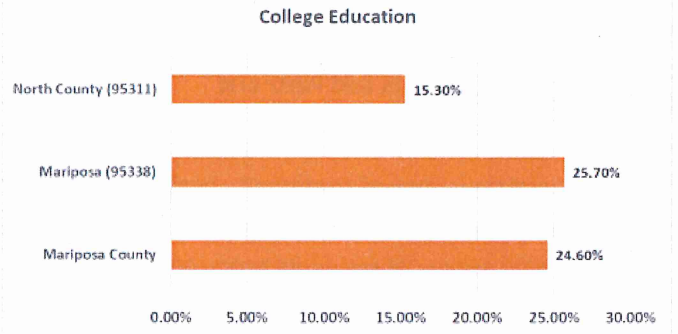
We are utilizing the HPI 3.0 platform to compare several community conditions across North County, Mariposa, and Mariposa County.

Education

Early childhood is a crucial period for brain development, shaping nearly every aspect of one's future health and wellbeing. Quality preschool is important for healthy development, and has been associated with lifelong educational, economic and health benefits.[1] The population of the zip code 95338 has a preschool enrollment of 31.1%, putting this zip code in the 14.3 percentile in the state. The population of the zip code 95311 has a preschool enrollment of 6.8%, placing this zip code in the 6.8 percentile in the state.



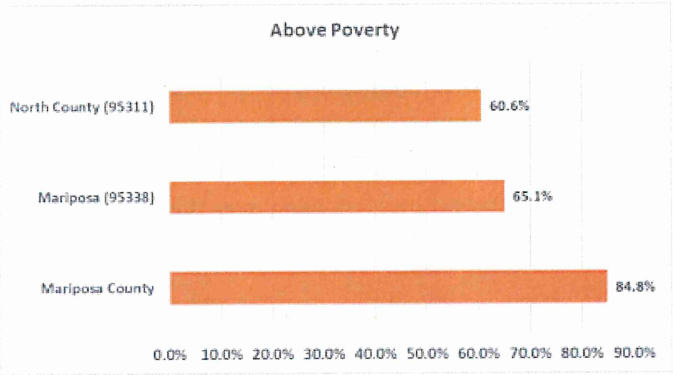
A college education is an effective pathway to higher-paying careers, and it also helps people develop the cognitive skills and knowledge necessary to make healthy choices. A college education can also build important social and physiological skills.[1] In the zip code 95338, 25.7% of the population has a Bachelors-level education, placing this zip code in the 42.8 percentile in the state. In the zip code 95311, 15.3% of the population has a Bachelors-level education, putting this zip code in the 19.7 percentile of the state.



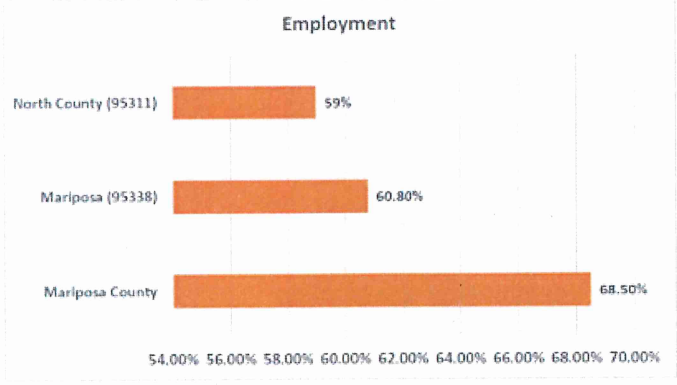
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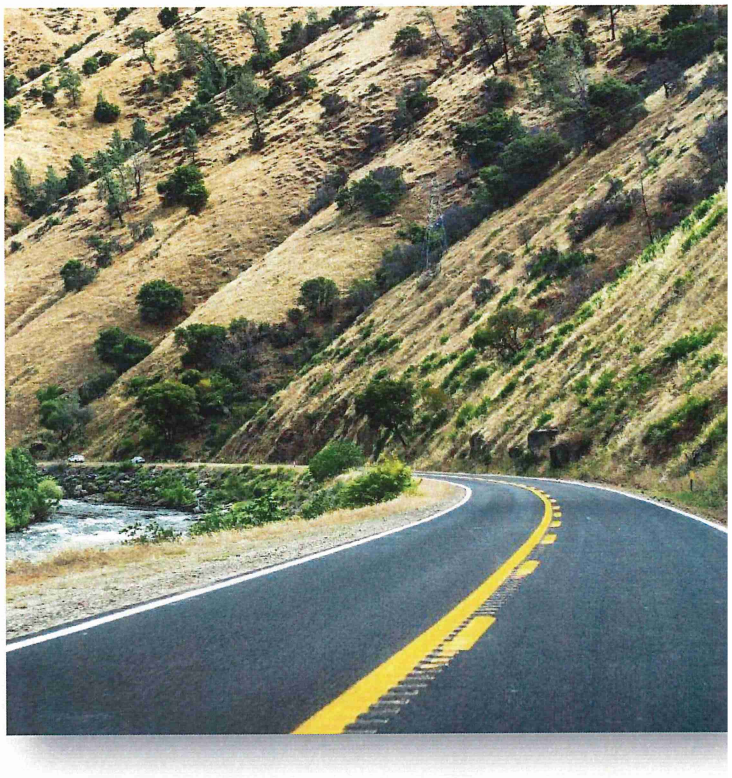
Economic

Every household deserves the ability to afford the necessities of a healthy life—medical care, healthy nutritious food, quality housing, education, and other basics. Research indicates that economic opportunity is one of the most powerful predictors of good health, and that impacts on health are especially pronounced for people in or near poverty.[1] 65.1% of the population of the zip code 95338 is above the federal poverty level, putting this zip code in the 37.3 percentile in the state. 60.6% of the population of the zip code 95311 is above the federal poverty level, putting this zip code in the 29.1 percentile in the state.



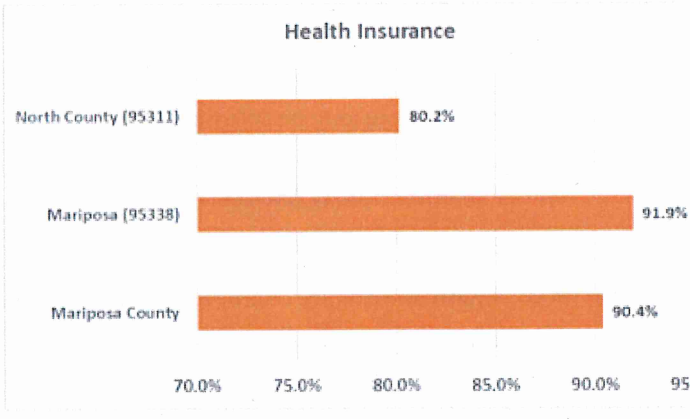
Stable employment allows people to afford the goods and services that are necessary for good health. Research indicates that economic opportunity, especially having a job, is one the most powerful predictors of good health, and that impacts on health are especially pronounced for people in or near poverty.[1] The population of the zip code 95338 has an employment rate of 60.8% and is in the 12th percentile in California. The population of the zip code 95311 has an employment rate of 59.0%, placing this zip code in the 9.9 percentile in the state.





Healthcare Access

Every household should be able to afford the necessities of a healthy life—medical care, healthy food, quality housing, education, and other basics. Research indicates that economic opportunity is one of the most powerful predictors of good health, and that impacts on health are especially pronounced for people in or near poverty.[1] In the zip code 95338, 91.9% of the population of adults aged 18-64 are insured, putting this zip code in the 55.1 percentile in the state. In the zip code 95311, 80.2% of adults aged 18-64 are insured, putting this zip code in the 6.7 percentile in the state.

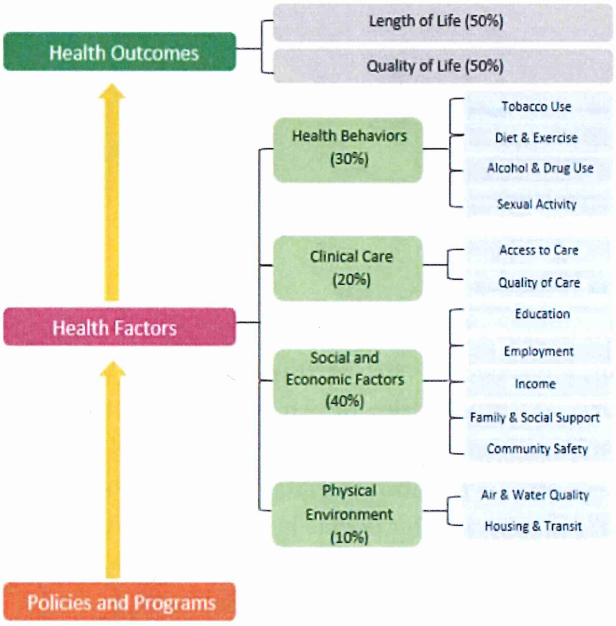


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County Health Rankings

How does Mariposa County Fare?

A helpful tool for assessing broader health trends at the county level is the County Health Rankings and Roadmaps, funded by the Robert Wood Johnson Foundation and operated by the University of Wisconsin Public Health Institute.[2] The County Health Rankings team has compiled data for nearly every county in the United States from a variety of sources since 2010, updating the data annually. The County Health Rankings provide a starting point for discussions about areas of concern, strength, and opportunities for improvement.



How does Mariposa County Compare?

The County Health Rankings model reviews health outcomes in two ways:

- length of life (how long people live) and
- quality of life (how well they live in terms of overall health including physical health, mental health and more).

Each of these, length and quality of life, contributes 50% to the overall health outcomes score.

Next, the County Health Rankings looks at four types of Health factors:

- **Health Behaviors** — Contributes 30% to ranking
- **Clinical Care**— Contributes 20% to ranking
- **Social and Economic Factors** — Contribute 40% to ranking.
- **Physical Environment** — Contributes 10% to ranking.

For more information, please visit the County Health Rankings web page at countyhealthrankings.org.[2]

The County Health Rankings compile standardized data for 58 California counties. For these rankings, the lower the number, the better the County has scored in comparison to its counterparts. Mariposa County earned a ranking of 31 out of 58 for health outcomes (length and quality of life), and 37 out of 58 for health factors (health behaviors, clinical care, social and economic factors, and physical environment). This shows a decline over the prior year in overall health outcomes.

Outside of one improved area, length of life, Mariposa County has seen a decline in the remaining categories from last year. Mariposa's best ranking this year is in the *Physical Environment* category where the county has a rank of 12.

Mariposa County scores near the median for social and economic factors, length and quality of life, health behaviors, and health factors overall.

Mariposa County scores lowest on Clinical care with a ranking of 50 out of 58 counties.[3]

According to County Health Rankings data, **areas to explore further** in Mariposa County include:

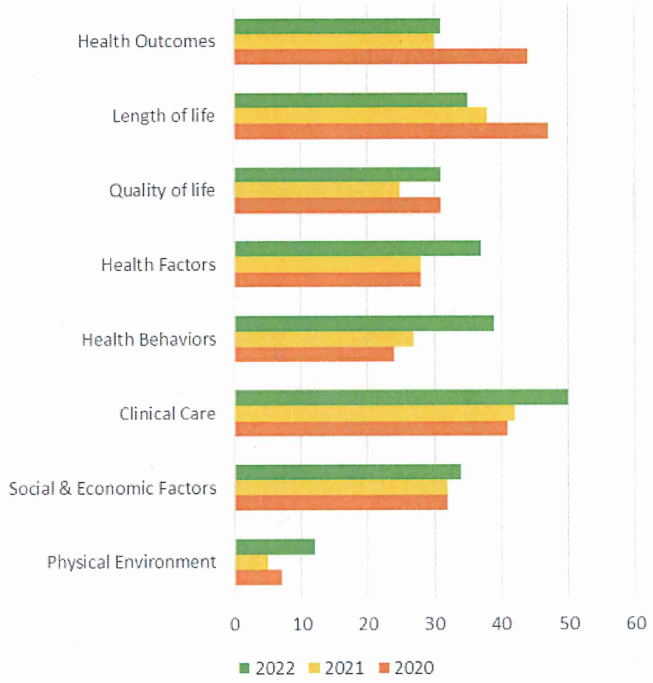
- Adult smoking
- Adult obesity
- Access to physical activity opportunities
- Excessive drinking
- Alcohol- driving deaths
- Ratio of residents to primary care physicians (PCP)
- Mammography screenings
- Flu vaccination rates
- Unemployment

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- Children in single-parent households
- Air pollution
- Severe housing problems
- Violent crime

Details about many of these (for which county-level data are available) can be found in the body of the report.

Figure 1: Mariposa County Health Rankings



The County Health Rankings also **identified areas of strength** for Mariposa County, compared to other California counties:

- Lower rates of sexually transmitted infections than other counties and California overall (although these are increasing).
- Low rates of physical inactivity
- Above-average high school graduation rates
- Lower rates of income inequality (a continued area of improvement).
- Strong participation in social associations (membership in civic, religious, sports, labor, business and professional groups).
- Number of people carpooling to work. Both strengths and areas to explore may differ from the perceptions of residents for several reasons, including lag times in data collection and small sample sizes.[3]

Community Survey

What are the health concerns of Mariposa Residents?

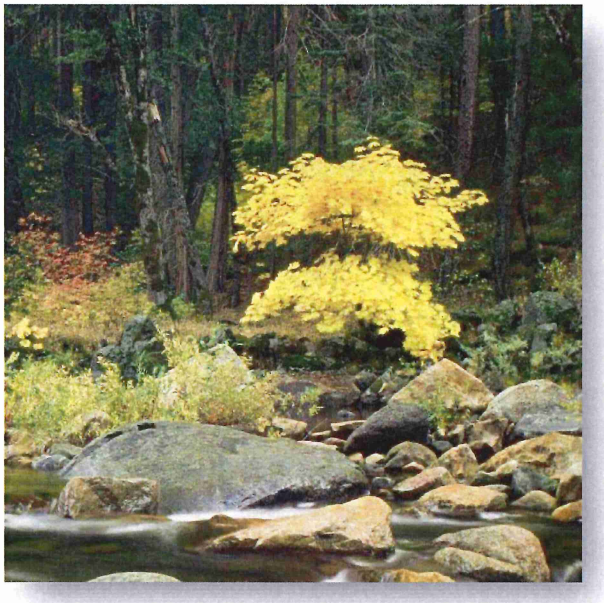
In the summer of 2022, Mariposa County residents had opportunities to share their top two concerns about issues that hinder a healthier Mariposa County. Facilitated at the Mariposa County Fair, a dot survey was completed by 98 residents. Housing was the top concern, followed by substance and alcohol use. Also high on the list was access to healthcare and access to mental healthcare.

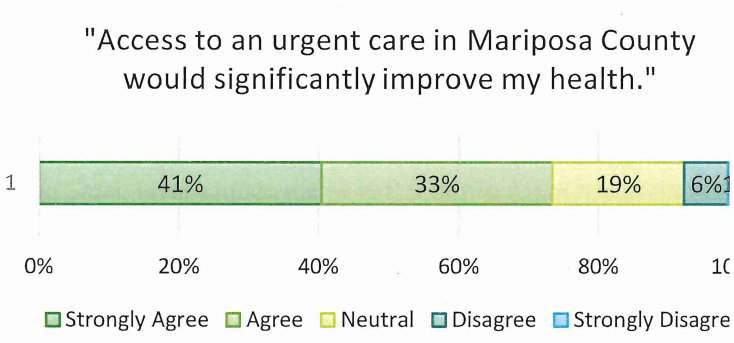


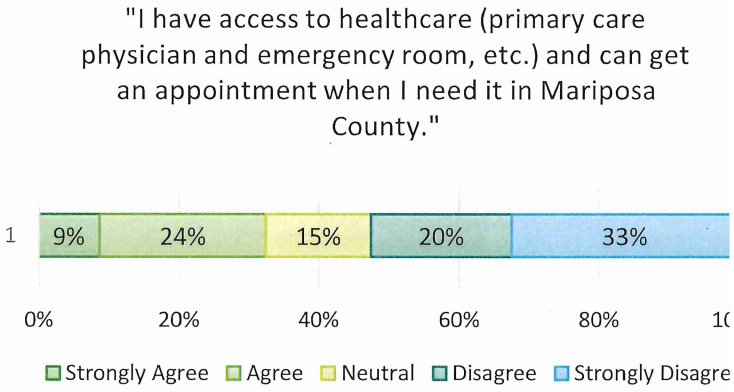
Additionally, a Community Survey was conducted to assess the community's beliefs and opinions regarding different issues like healthcare, healthy foods, recreational opportunities, and health education. There was a total of 80 responses and most of the participants were over the age of 59 years (32%), female (85%), had a bachelor's degree (28.8%), and had an annual income level of more than $54,000 (63%). Most participants (33%) answered "Strongly Disagree" when asked if they believe they have access to healthcare and can get an appointment easily. Over 40% of participants strongly agree that access to an urgent care in Mariposa County would significantly improve their health. When asked if they had easy access to healthy foods and groceries, 43% of participants answered that they did.

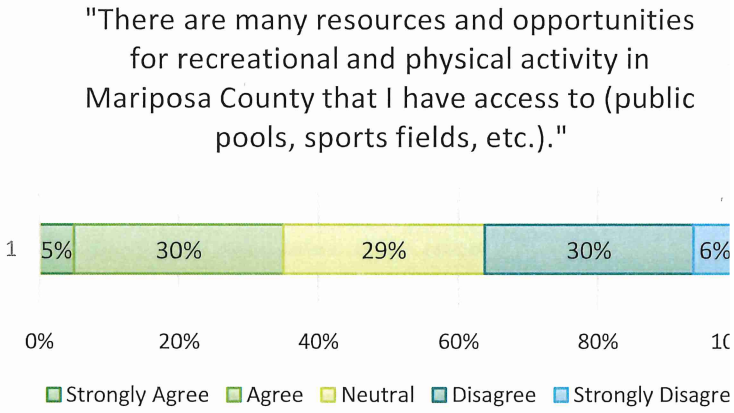
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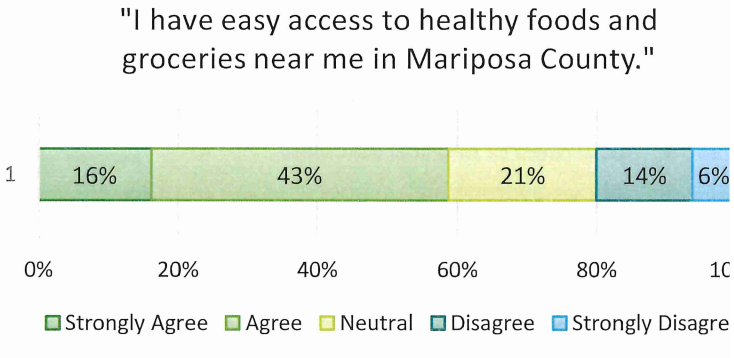
Regarding recreational opportunities and resources, the answers were split with 30% stating that they had many resources and opportunities for recreational and physical activity in Mariposa County and 30% stating they did not. Also, to note, a similar number of participants (29%) answered that they were "Neutral" on the subject. When asked about increasing the amount of walking trails and safe sidewalks in Mariposa County, there was a clear majority with over 78% of participants agreeing that it would improve their overall well-being. Over 50% of participants also believed that more health education would also improve their well- being and 63.8% of participants would like to see more community wide programs and town halls regarding health issues and solutions. Further, over 91% agree that more available public transportation options would improve the well-being of residents of Mariposa County. When discussing the housing shortage in Mariposa County, 59% agreed that it has had a negative impact on their well-being. Almost 82% of participants also agree that substance and alcohol use is a major health issue in Mariposa County that needs to be addressed.







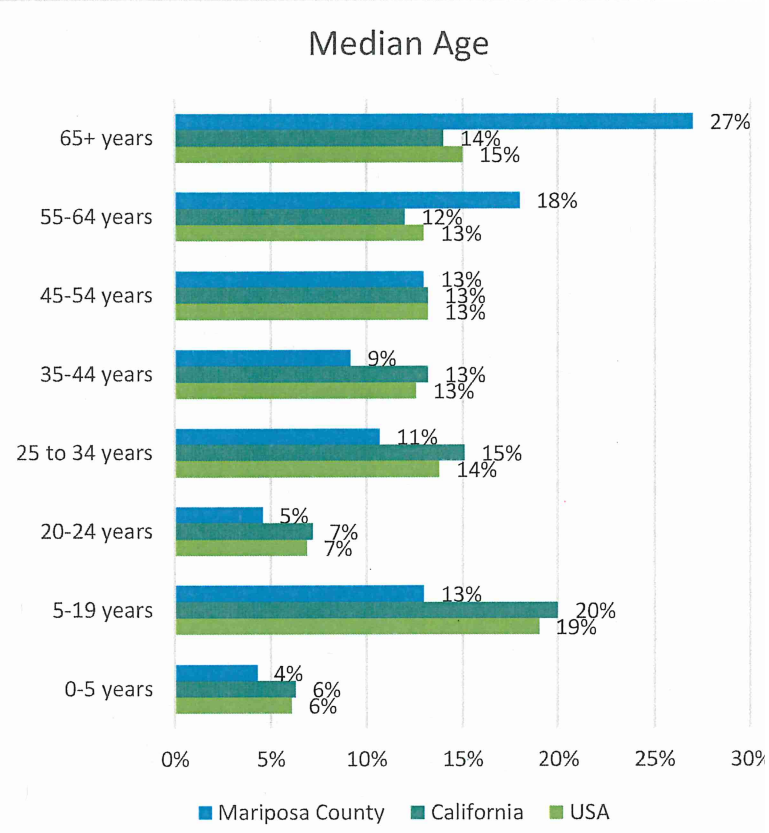




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Key Informant Interviews

Key informant interviews were conducted with community stakeholders in Mariposa to understand what they believe were the key issues, areas of improvement, and successes of the Mariposa Public Health department. Through a qualitative analysis of the interviews, it was found that most stakeholders believe access to healthcare and healthy foods, more opportunity for recreational activities (i.e. walking trails, recreation centers, etc.), adequate community health education, and affordable housing are the most pressing issues for Mariposa that need to be addressed. Stakeholders also mentioned that they have noticed that Mariposa is suffering from high rates of substance and alcohol use and is lacking minimal public services for transportation. When discussing the Public Health branch's strengths and successes, many stakeholders mentioned the efficient delivery of information to the public during the COVID-19 pandemic, as well as the availability and accessibility of pandemic related resources like testing, vaccines, and general health education.



County Demographics

Median Age

Data here are sourced from the U.S. Census Bureau's American Community Survey (ACS), using the 2020 Decennial Census. According to the ACS, 17,131 people live in Mariposa County. Compared to California and the United States overall, Mariposa County has a higher percentage of residents in older age groups.

Another way to compare age groups is to consider the median age—the age at which half the population is older and half younger. For Mariposa County, that age is 51.8 years, but for California it is 36.12 and for the United States it is 36.7.[2] Not surprisingly, given the fact that Mariposa County's population is older than the California average, fewer Mariposa County households include children under the age of 18: 26.3% of all households, compared to 32.6% for California and 29.5% for the United States overall.

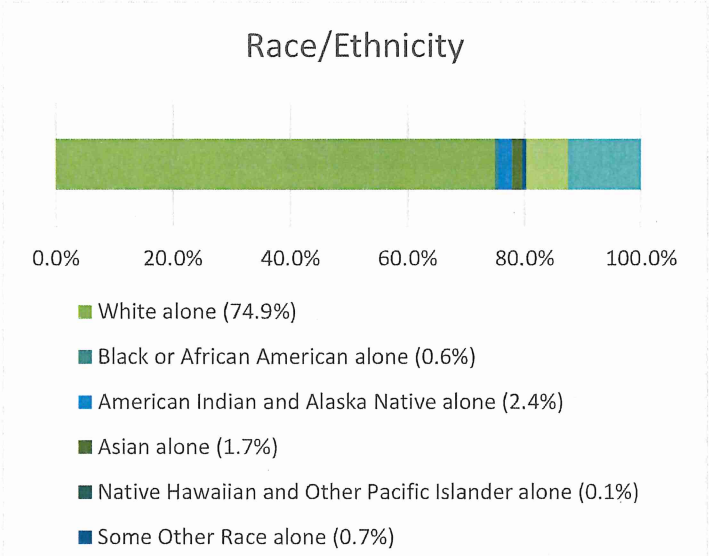
Race/Ethnicity

Mariposa County is also less diverse than California and the United States overall.[4]

Like other counties across California and the country, the population's diversity is expected to **and is gradually changing**. For example, according to projections from the California Department of Finance's Demographic Research Unit, the proportion of the Hispanic/Latino population in Mariposa County is expected to double over the next 50 years, corresponding with overall population growth during the same period.[5]

According to the U.S. Census, Mariposa County's population has declined by 6.1% between 2010 and 2020.[6]

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Veteran Status

Mariposa County's adult population includes 1,522 veterans who make up 10.5% of the adult population and are mainly in the older age groups.[7]

Disability Status

Approximately 3,168 residents have a disability of some kind, which would indicate that up to 19.1% of Mariposa County residents are disabled — far higher than the California and National percentages (10.41% and 12.39%, respectively). About half of those with disabilities are aged 65 and older.[8]

Behaviors, Stress, and Physical Condition – Risk and Protective Factors

Specific behaviors—whether or not people use tobacco, eat a healthy diet, are physically active, use drugs and alcohol, or have unprotected sex—can have profound effects on health outcomes. Helping individuals avoid addictive behaviors, promoting healthy behaviors and habits, and advocating for policies that make healthy behaviors easier and more accessible are all ways that Mariposa County can improve health outcomes for its residents.

This section presents available data on behaviors that are likely to increase the risk for preventable diseases and premature death. Alternatively, changing, reducing, or avoiding these behaviors in the first place can help protect people and increase the chances of living longer, with better quality of life.

Adult Smoking

Tobacco use is a major contributor to both cancer and heart disease; reducing smoking rates is an important strategy for reducing the toll of these complex, debilitating, costly, and often deadly outcomes. Adult smoking rates for Mariposa County range from a low of **15%** of adults (from the 2022 County Health Rankings) to **12.4%** (from the California Health Interview Survey) and **24.46%** from the National Cancer Institute, using small area estimate modeling techniques.[9,10,11]

Mariposa County Public Health uses a rate based on results from the California Health Interview Survey (CHIS), which places the adult smoking rate for Mariposa County at **15.3%**.[11]

Excessive Drinking

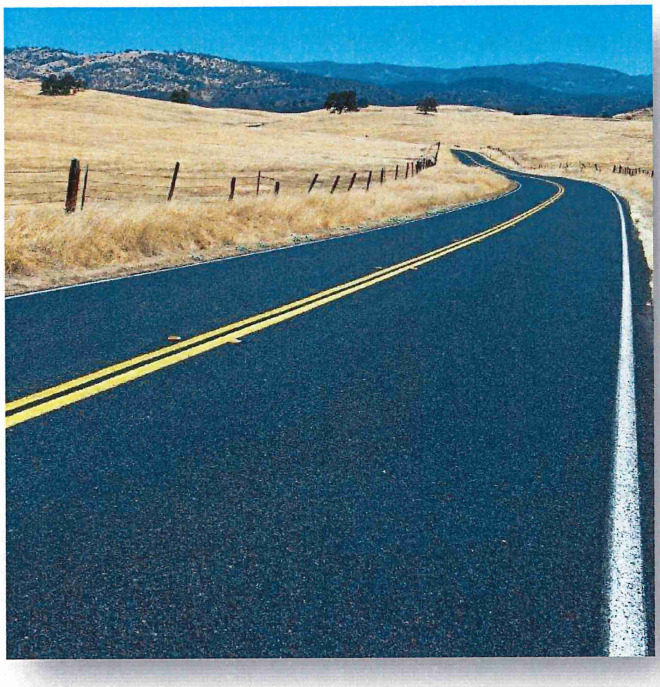
The CDC's Behavioral Risk Factor Surveillance System (BRFSS) defines heavy alcohol consumption as more than two drinks per day for men, and one drink per day for women. Based on this definition, BRFSS estimated excessive drinking in Mariposa County to be a risk factor for **20%** of adults in 2020, 1% above the state average.[12]

Adult Obesity and Overweight

Obesity is measured as a ratio of height to weight, called the Body Mass Index (BMI). A BMI of 30 or higher is considered obese. In Mariposa County, **28%** of adults aged 20 or older are classified as obese, compared to the California average of **26%** and national average of 28%.[13] Adults are considered to be overweight if their BMI is between 25 and 30. According to BRFSS data from 2011–12, Mariposa County had a higher percentage of

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overweight adults (**56.4%**) than California (**35.8%**) and the United States overall (**also 35.8%**).[14]



Childhood Obesity

California public school students are identified as overweight or obese based on whether or not they score in the "Healthy Fitness Zone" (based on BMI or other measures of body composition). In 2018, 24.6% of 5th graders in Mariposa County were overweight or obese compared to 40.5% of California 5th graders overall. The percentage of 7th graders in this category was larger (32.1%) but still lower than the state average (39%). This represents an increase of 6.3%. The percentage for 9th graders was 32.8%, lower than the state average of 37.3%. This represents a decrease of 6% from 2017.[15] Fluctuation in these rates from year to year makes it difficult to identify trends. For example, 2015 data appeared to show a significant shift in overweight/obesity levels between 5th and 7th grade, but that pattern did not hold in 2016 or 2017.

Physical Inactivity

Regular physical activity can help prevent cardiovascular disease, obesity, and other conditions. Based on 2013 data from the CDC's National Center for Chronic Disease Prevention and Health Promotion, 15.4% of Mariposa County residents reported no physical activity or exercise outside of their job, such as running, calisthenics, golf, gardening, or walking for exercise. The state average for lack of physical activity is higher — 17.3% — and the national average is higher still (21.8%).[16] The 2020 County Health Rankings data (using 2016 data, the latest year available) place the percentage of adults who are physically inactive at 20%, slightly above the state average of 18%.[17]

Teen Births

According to CDC data, in 2020, there were 12 births to women between the ages of 15 and 19 in Mariposa, for a teen birth rate (per 1,000 population) of 19.8%.[18] This is slightly higher than the California rate of 22. Using National Center for Health Statistics data from 2012–2018, the 2020 County Health Rankings report a similar rate of 23 births per 1,000 women between the ages of 15–19, with a higher rate (32) for Hispanic teens in this age group.[19,20]

Immunizations

One important area that Mariposa County falls behind others is the percentage of Medicare enrollees who had an annual flu vaccination to protect themselves (and others) from this serious disease, which can lead not only to illness but to hospitalizations and even death, especially among older patients. Based on 2019 data, Mariposa County's flu vaccination rate among Medicare enrollees is just 33%, far under the state average of 43% (which itself is low).[21]

Social, Economic and Environmental Factors

Access to Healthy Foods: The Food Environment Index

For many people, access to healthy food is difficult to achieve. Barriers include cost as well as whether healthy food options are available nearby, including access to grocery stores (which tend to offer healthier options than convenience stores).

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The Food Environment Index measures a county's food environment on a scale of 1 to 10 based on two variables:

- the percentage of the population considered low income (within 200% of the FPL) and also living more than 10 miles away from a grocery store (for rural areas); and
- the percentage of the population that did not have access to a reliable source of food during the past year (referred to as "food insecurity").

To determine a Food Environment Index rating for a specific county, the County Health Rankings data for each of these two variables are scaled and averaged. Using data from 2015 and 2017, the average value for all counties was 8.9, with most counties falling between 5.8 and 9.4. For Mariposa County, it was 7.8 — below the state average.[22]

Education

Education is one of the strongest predictors of health. On a number of education indicators, Mariposa County fares well: in 2018-19, 93% of high school students received their high school diplomas within 4 years, which is higher than the state average (88%).[23]

Only 9.1% of residents lack a high school diploma by age 25, compared to 15.8% for the state and 11.1% for the country.[24]

However, only 28.9% of those aged 25 or older have a Bachelors-level education or higher, compared to 35.3% in California and 33.7% in the United States overall in 2021.[25]

According to the California Department of Education's CAASPP Test Results from 2021-2022, 51% of Mariposa County students meet or exceed grade-level standards in English, ahead of the state percentage of 47%.[26]

The Department's California Healthy Kids Survey and WestEd's California Student Survey found that between 2013-15, 64% of Mariposa County 11th graders reported a high level of "connectedness" to their school. This compares favorably to a far lower rate in California overall of 53%.[27] Students reported that connectedness to their peers and adults in the school and their care about them and their learning is associated with healthier behaviors as well as academic achievement.

The same student survey found that higher percentages of Mariposa County 7th graders reported being bullied at school than reported in the previous Community Health Assessment (39%, up 9% from the previous Community Health Assessment). Also, 43% of 11th graders reported experiencing chronic sadness or hopelessness.[28]



One area of potential concern is under-enrollment in early childhood education programs, which can help prepare children for academic achievement once they enter kindergarten and beyond and also provides settings for social and emotional learning.

According to a 2016 American Institutes for Research study (reporting 2014 data), Mariposa was among the 10 California counties with the highest percentage of young children (ages 3 and 4) who are income-eligible for subsidized preschool programs but not enrolled in them, with as many as 91% of eligible children not enrolled. The report's authors note that parents in rural counties like Mariposa County may face challenges with transportation between home and early care and education settings, among other barriers.[29]

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Children in Poverty

Poverty undermines health in many ways, including reducing access to routine health care, healthy food, and safe housing. American Community Survey data from 2016-2019 puts approximately 26.6% of Mariposa County children under the age of 18 in households whose income falls below 100% of the Federal Poverty Level (FPL).[30]

The FPL is revised each year by the federal Department of Health and Human Services (HHS). In 2022, the FPL was $13,590 in annual income for an individual, $18,310 for a family of 2, and $27,750 for a family of four (increasing incrementally to $46,630 for a family of 8).[31]

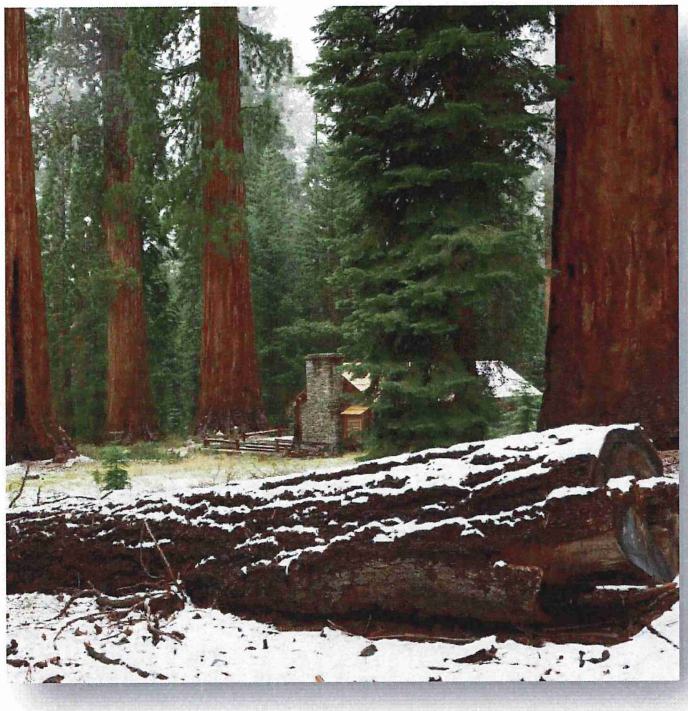
According to this measure, 26.6% of Mariposa County children are living in households with incomes below 100% FPL, compared to 15.8% for California. 25% of these children are Latino, compared to 15% being white/caucasian.[32] As discussed in greater detail in the next section, the FPL may not be a particularly helpful measure of how many children and families are struggling economically.

Labor Force Participation, Income and Income Inequality

Bureau of Labor Statistics data from November 2020 place the unemployment rate in Mariposa County at 4.5%, compared to 3.9% for California.[33]

United States Census Quickfacts calculate that the percentage of the working age population that is participating in the labor force is 51.4%, lower than the California percentage of 63.7% and the national percentage of 63.4%.[34] The American Community Survey population estimates from July 2018 found that 13.3% of individuals in Mariposa County live in households with incomes below 100% FPL. This compares to 12.3% for California.[35]

As noted above, however, the FPL is a national estimate that does not consider state, local, or regional variations in the cost of living (except for Hawaii and Alaska). To address this issue in California, researchers and advocates developed the Family Economic Self-Sufficiency Standard to estimate what different types of families really need to earn in order to cover the costs of housing, food, childcare, out-of-pocket medical expenses, transportation, and other necessary spending. In general, this calculation (which is customized to costs in each county) shows that more families are living in poverty and hardship.



For example, in 2014 (the last year for which self-sufficiency projections are available) a family with two adults and two children — a preschooler and elementary age child — would need to earn about $55,651 annually (or $13.18/hour per adult) to meet their costs of housing, childcare, food, transportation, health care, and taxes in Mariposa County — even after considering childcare and child tax credits. By this more detailed measure, approximately 839 more families — or 23.3% of families like this — would fall into a category with incomes higher than the FPL, but lower than the self-sufficiency standard.[36] By either measure, this indicates that a large proportion of Mariposa County families are struggling.

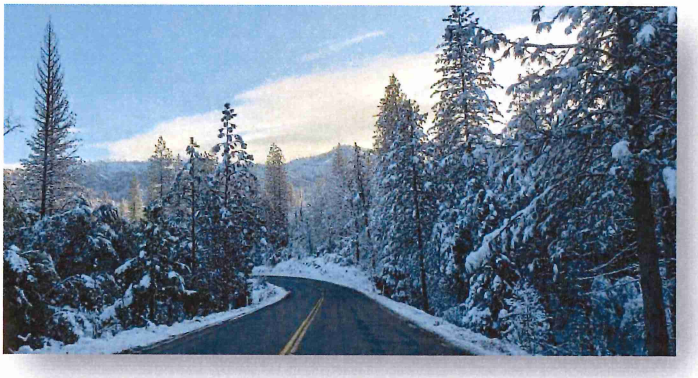
Air Pollution/Particulate Matter

The County Health Rankings compare levels of air pollution in different places by looking at the average daily density of fine particulate matter, measured in micrograms per cubic meter (PM2.5).[37] Note that this measure is an estimated average; it does not consider short-term

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variations or specific times (e.g., after a fire) when people are at higher risk of pulmonary and cardiovascular problems.

Fine particulate matter includes the particles that can be emitted from forest fires (particularly relevant to Mariposa County) or when gases are emitted (e.g., from cars). When air pollution is high, so are rates of decreased lung function, chronic bronchitis, asthma, and other lung problems. In California, the overall score of 10.2µg/m³ — and Mariposa County's density is 8.52µg/m³, with healthier conditions than 41.1% of other California counties.



Housing Issues

The U.S. Department of Housing and Urban Development (HUD) defines "affordable" housing as housing expenses that consume less than 30% of total household income (including expenses such as rent, mortgage payments, taxes, insurance, and utilities). In Mariposa County, 61% of households spent more than 30% of their income on rent in 2020.[38]

In October 2021, a Homeless Health and Needs Assessment was conducted which captured the results from a total of 46 individuals – 34 adult homeless individuals and 12 minor homeless individuals. All individuals participating in the survey were unstably housed at the time and were either living in an outdoor encampment in Mariposa, a homeless shelter, in a vehicle, or with a friend or family. While a previous survey conducted found that many participants were veterans, this survey found 8.8% of participants to ever have been on active duty. Participants who had been homeless for 12 months or more made up 61.8% of survey participants and most reported that they became homeless due to a significant loss of income (38.2%), family conflict (41.2%), or lack of affordable housing (38.2%). Almost 60 percent of participants also stated that they will not be leaving Mariposa for some time while 29.4% of participants reported that they would like to make Mariposa their permanent residence. From all acute health disorders, the most common response was for "Overexposure from Heat or Cold" and "Nutritional Deficiencies", both with 22 responses (64.7%). The most common chronic health disorders were eye disorders (35.3%), arthritis (32.4%), asthma (23.5%), and Chronic Obstructive Pulmonary Disorder (23.5%). For mental health disorders, 58.8% answered that they suffered from depression and 41.2% suffered from generalized anxiety disorder. Also, 58% of participants stated they have suffered both childhood and adulthood physical abuse. [38]

Health Outcomes

Premature Death

Public health researchers often rely on a measure of premature death, Years of Potential Life Lost (YPLL), to track the toll of preventable deaths or lives cut short (as opposed to those that might be expected from the more natural end of a full life span). The Robert Wood Johnson Foundation/University of Wisconsin Public Health Institute County Health Rankings use an age cut-off of 75 years to define premature deaths. [39]

With this method, a younger person's death — for example, a 20-year-old — would contribute 55 years to the YPLL measure (75 years minus 20 years). A 70-year-old's death would contribute fewer years — 5 years — to the YPLL measure.

To compare rates across counties and states, the County Health Rankings tally all the years of life lost in a particular county over a 3-year period, divide it by the total population for the same period, and then multiply by 100,000 to get a rate of YPLL per 100,000 population. The rates are adjusted for age, so that a county like Mariposa County — with a larger proportion of older residents —

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would not have its results skewed by the age composition of the population.

Despite the attempts to make rates comparable and to adjust them by age, these data are particularly complicated to interpret for small populations.

For the most recent 3-year period in the County Health Rankings (2018-2020), the age-adjusted rate of years of potential life lost per 100,000 people in Mariposa County was 7,500 — higher than the California rate of 5,700 years of potential life lost, and an increase from the prior 3-year period.[40]

The measure was driven by cancer deaths, heart disease deaths, and deaths from unintentional injuries (e.g., motor vehicle crashes, falls, pedestrian fatalities). Again, a relatively small change — for example, a few deaths of younger community members — could alter this measure considerably — but the shift from the overall trends for California and the United States should be noted.

Diabetes

CDC National Diabetes Surveillance System data from 2017 were used to estimate the percentage of adults aged 20 and older who have been told by a doctor that they have diabetes. For Mariposa County, the estimate is 7.0% of adults over 20 — close to the state average of 9.4%.[41] In Mariposa County, California, and the United States overall the percentage of adults diagnosed with diabetes has been rising.

Asthma

California Health Interview Survey (CHIS) data from 2015-16 place Mariposa county residents' lifetime asthma prevalence for all ages at 19.7%, above the California average of 15.1%. CHIS groups Mariposa County with other small counties (Alpine, Amador, Calaveras, Inyo, Mono, and Tuolumne).

Injury Deaths

Injuries are a leading cause of hospitalizations, treatment costs, missed work and school, and death — especially for younger age groups. CDC collects data on injuries, including suicide, homicide, falls, drowning, motor vehicle crashes, and poisoning. In most categories, the numbers in Mariposa County are small enough that they are not useful for calculating rates or detecting trends. However, using CDC data from 2016-2020, the 2020 County Health Rankings calculated a rate for the county of 106 injury-related deaths per 100,000 people, which is much higher than the average injury fatality rate in California (55 per 100,000 people).[42] CDC and National Center for Health Statistics data from 2016- 2020 are used to calculate suicides in Mariposa County. The age- adjusted death rate from suicide (calculated per 100,000 people) represents a significantly higher rate in Mariposa County — 27 per 100,000 — than the state (10) or nation (14).[43]

Infant Mortality

Infant mortality is not only a family tragedy but may also point to problems with access to prenatal care and overall maternal and child health. As with suicide deaths, the number of infant deaths is small: 4 out of 760 births between 2006-10 (according to the Health Resources and Services Administration's Area Health Resource File). However, the rate (calculated as the number of infants who die before they reach their first birthday, per 1,000 births) is 5.3 — slightly higher than the state infant mortality rate of 5, but below the national average of 6.5.[44] More recent data are not available, suggesting that the numbers are small enough to approach zero.

Low Birth Weight

Infants born under 2,500 grams are classified as low birth weight and are at higher risk for a variety of health problems. In Mariposa County, 62 of the 1,008 live births between 2006-12 were classified as low birth weight. This percentage, 7%, is the same as the California average of 7% and is better than the national average (8%).[45]

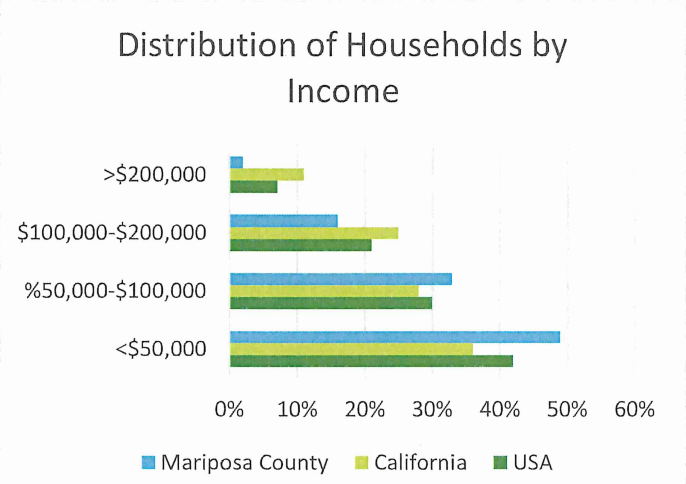
Measures of Opportunities – Equity and Disparities

American Community Survey data from 2011-2015 are used to calculate income inequality in different areas. Income inequality (above and beyond income levels alone) has been tied to poor health outcomes at both the country

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level around the world, and the county level in the United States.[46,47]

The Atkinson Index looks at the total number of households and then compares the percentage of households in different income brackets to yield a fraction between 0 and 1, where 0 is a state of equal income distribution and 1 is a state of complete inequality. Mariposa County's Atkinson Index is calculated to be 0.15, which is better (i.e., more equal) than the Atkinson Index for California (0.18) and the United States (also 0.18).[48]



Community Strength and Themes

In 2022 HHSA staff conducted interviews with leaders in partner agencies across sectors (including health, human services, education, law enforcement, planning, community agencies and business), as well as two members of the County's Board of Supervisors. Among other topics, interviewees were asked to comment on the assets of strengths they observe in the county, especially those that positively affect the community's health and wellbeing.

Through a qualitative analysis of the interviews, **it was found that most stakeholders believe access to healthcare and healthy foods, more opportunity for recreational activities (i.e. walking trails, recreation centers, etc.), adequate community health education, and affordable housing are the most pressing issues for Mariposa that need to be addressed.** Stakeholders also mentioned that they have noticed that Mariposa is suffering from high rates of substance and alcohol use and is lacking minimal public services for transportation. When discussing the Public Health department's strengths and successes, many stakeholders mentioned the efficient dissemination of information to the public during the COVID-19 pandemic, as well as the availability and accessibility of pandemic related resources like testing, vaccines, and general health education.

Local Health System Assessment

The local health system in Mariposa County, as in every county, is strongly influenced by state and national trends such as the availability of health insurance coverage, the ability to recruit and retain different kinds of providers, and the performance of health care teams and organizations, including the health department.

This section presents local health system assessment data in two parts: access to care (which includes data on the uninsured, ratios of different types of providers to the population, and specific outcomes such as preventable hospital stays and access to prenatal care), and an assessment of the ten essential public health services that is part of the HHSA strategic plan and accreditation work.

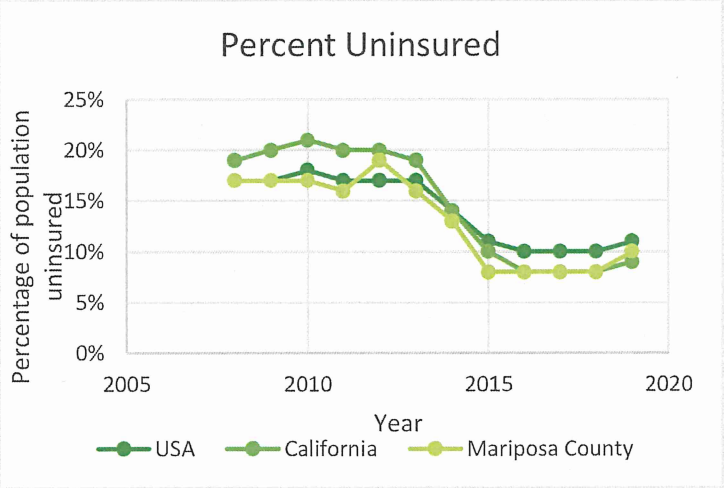
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Access to Care

Uninsured

Health insurance coverage alone does not necessarily lead to better health outcomes, but it does create more options for routine access to care.

The 2022 County Health Rankings calculate the percentage of the population under 65 (and not covered by Medicare) who lack health insurance coverage. In Mariposa County, the percentage dropped from 17% in 2010 to 10% in 2022, like the drop across California from 21% to 9%. In terms of numbers of people, approximately 1,251 residents lacked health insurance coverage in 2019 (the most recent year for which data are available). Expanded coverage resulted from implementation of the Affordable Care Act (ACA) in 2010.[49]

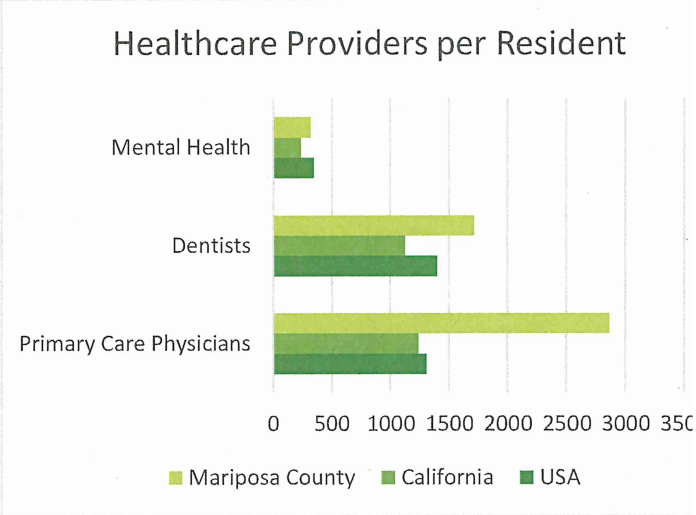


Healthcare Providers per Resident

One way to gauge whether there are enough health care providers in a community is to compare the number of different types of health care providers to the population, to derive a ratio of provider per resident. Data presented in the next graph for primary care physicians (M.D.s and D.O.s), dentists, and mental health providers (including psychiatrists, psychologists, licensed clinical social workers, therapists, and drug/alcohol/substance use counselors) are from the 2022 County Health Rankings.

Primary Care Physicians

In Mariposa County, there is one primary care physician (PCP) for every 2,870 people — a much higher ratio than California overall (one PCP/1,240 people).[50]



Dentists

The same pattern holds for the ratio of dentists per residents: one for every 1,720 people, compared to one per 1,130 people across California. Untreated dental disease can lead to many overall health problems, including pain, infection, and loss of teeth.[51]

Mental Health Providers

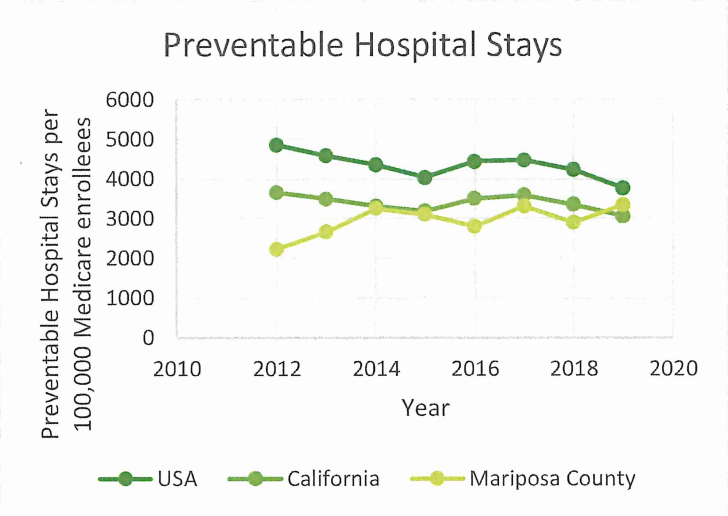
In Mariposa County, there are 320 residents for each mental health provider, compared to 240 in California overall.[52]

Preventable Hospital Stays

This measure examines the hospital discharge rate for ambulatory care-sensitive conditions for Medicare enrollees. When conditions such as convulsions, chronic obstructive pulmonary disease (COPD), bacterial pneumonia, asthma, congestive heart failure, hypertension, diabetes, kidney/urinary tract infections, or dehydration lead to a hospitalization, it can mean that the condition was not being managed appropriately in an outpatient setting. It could also mean that patients do not have routine, ongoing access to primary care. Because it only uses Medicare claims data (and thus only covers

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hospitalizations among people 65 and older), it doesn't



give a full picture of all age groups.

With those caveats, the rate of preventable hospital stays in Mariposa County was 2,801 per 100,000 Medicare enrollees in 2016, and new data shows that it is which was lower than the state average of 3,507 and the U.S. average of 4,648. The rate in Mariposa County increased between 2012-2014. It has dropped slightly, which is an improvement, but warrants closer monitoring — especially given the access to care issues experienced by many county residents and the demographics of a higher proportion of seniors.[52]

Essential Public Health Services

Throughout the accreditation and planning processes, the 10 Essential Public Health Services have provided a context for how internal and external stakeholders view the Public Health Branch's role and contributions. The next figure shows the responses from staff (n=21) to a 2022 online survey about how well the Public Health Division is currently performing in each service domain.

Respondents were asked to rate performance using this scale:

- I don't know enough about this to answer.
- No activity. Not much (or nothing) is happening in this regard.
- Minimal activity. There's some activity, but only about 25% or less than what would be ideal.
- Moderate activity. There's some activity, between
- 25-50% of what's needed, which is OK (not great).
- Significant activity. There's a fair amount going on, about 50- 75% of what's needed (could improve).
- Optimal activity. There's a lot going on -- more than 75% of what's needed. So proud of us!

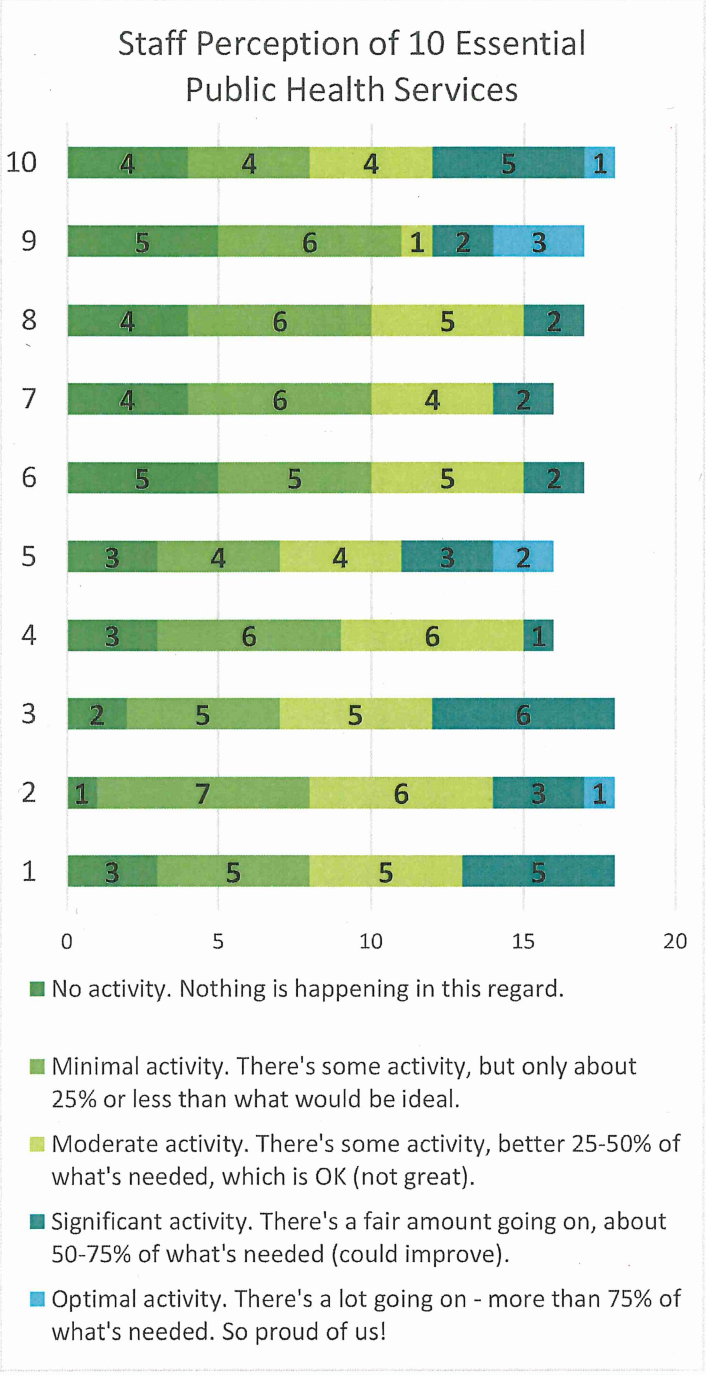
The 10 Essential Public Health Services are as follows:

1. Assess and monitor population health status, factors that influence health, and community needs and assets.
2. Investigate, diagnose, and address health problems and hazards affecting the population.
3. Communicate effectively to inform and educate people about health, factors that influence it, and how to improve it.
4. Strengthen, support, and mobilize communities and partnerships to improve health.
5. Create, champion, and implement policies, plans, and laws that impact health.
6. Utilize legal and regulatory actions designed to improve and protect the public's health.
7. Assure an effective system that enables equitable access to the individual services and care needed to be healthy.
8. Build and support a diverse and skilled public health workforce.
9. Improve and innovate public health functions through ongoing evaluation, research, and continuous quality improvement.
10. Build and maintain a strong organizational infrastructure for public health.

As the summary chart shows on the next page, for all essential services between three and five staff members said they did not know enough about the service to answer the question.

This suggests that internal communication about the scope of the Branch's work would be a good starting point, since others within the larger Agency are even less likely to be familiar with the Branch's work.

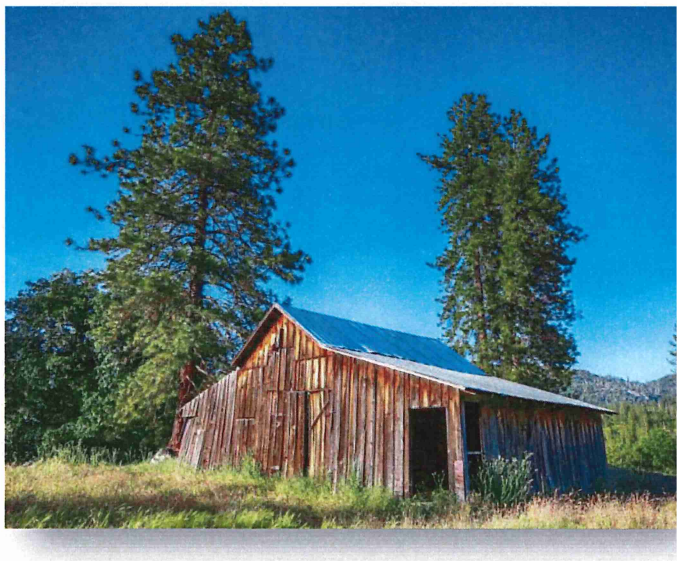
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Looking Ahead

In the community forums and key informant interviews, Mariposa County residents offered a vision of a healthier Mariposa County. In this improved future, resident would have:

- Improved access to health care, with more local options so they would not have to drive long distances or out of the county to obtain quality care.
- The care and tools to be mentally healthy and
- resilient, and better able to avoid or overcome
- addictions and inpatient hospital stays.
- Affordable housing.
- More recreational opportunities for people of all ages, such as bike paths and parks, as well as indoor options for seniors and bad weather.
- Local growth in jobs and industries, without sacrificing the unique feel of Mariposa County.
- More local educational opportunities and career pathways, including adult education.
- A younger, bigger population.
- Connections to needed services, especially for seniors or others who are currently isolated.



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MARIPOSA COUNTY

Health and Human Services · (209) 966-2000

MEETING: March 14, 2023

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: Presentation for Mariposa First 5 Commission

RECOMMENDATION AND JUSTIFICATION:

Presentation on Organizational Review of First 5 Mariposa County by Nikki West, Executive Director of First 5 Mariposa County.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

Board of Supervisors holds an extensive history with First 5 Mariposa County as a community partner for the County and has approved numerous resolutions involving First 5.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The County will not receive information on services provided by First 5 and directed towards County of Mariposa clients.

ATTACHMENTS:
BoS presentation 2023 (PPTX)

RESULT: INFORMATION RECEIVED

FIRST 5
MARIPOSA COUNTY



Attachment: BoS presentation 2023 (13872 : Presentation for Mariposa First 5 Commission)

Attachment: BoS presentation 2023 (13872 : Presentation for Mariposa First 5 Commission)

Overview of First 5 CA

History & Areas of Emphasis

Attachment: BoS presentation 2023 (13872 : Presentation for Mariposa First 5 Commission)

First 5 California was created in November 1998 when California voters passed Proposition 10 to invest tobacco tax revenues in programs that would help improve the lives of children in California.

Why is First 5 Important?

- Research clearly shows the importance of early brain development. The first years of life shape changes for future success.
- Many health, education, safety, development and support needs of children are unmet.
- Current funding for children & family services is inadequate and categorical, creating a fragmented system that is hard for families to use.
- Success in school starts early in life and improved education is crucial for the long term.

Attachment: BoS presentation 2023 (13872 : Presentation for Mariposa First 5 Commission)

Early Learning and Care



All California's children deserve high-quality early learning opportunities. First 5 California's investments in early learning and care increase the effectiveness of the programs and help children ages 0 to 5 and their families thrive.

Effective Interactions and Teaching

Warm and responsive interactions between adults and young children are key to children's optimum development and learning. First 5 California investments increase teacher and provider qualifications and skills to support improved effectiveness.



Attachment: BoS presentation 2023 (13872 : Presentation for Mariposa First 5 Commission)

Attachment: BoS presentation 2023 (13872 : Presentation for Mariposa First 5 Commission)

Positive Parenting

Families are their children's first and most important teachers, especially with regard to the critical brain development that occurs during those first few months and years. First 5 California's investments promote strong families and thriving relationships through the *Talk. Read. Sing.*® campaign.



Tobacco Cessation



Prenatal and early childhood exposure to nicotine and second-hand smoke have long-lasting adverse effects on health and brain development. First 5 California's resources help support parents and caregivers to quit smoking.

Attachment: BoS presentation 2023 (13872 : Presentation for Mariposa First 5 Commission)

Attachment: BoS presentation 2023 (13872 : Presentation for Mariposa First 5 Commission)

Public Outreach



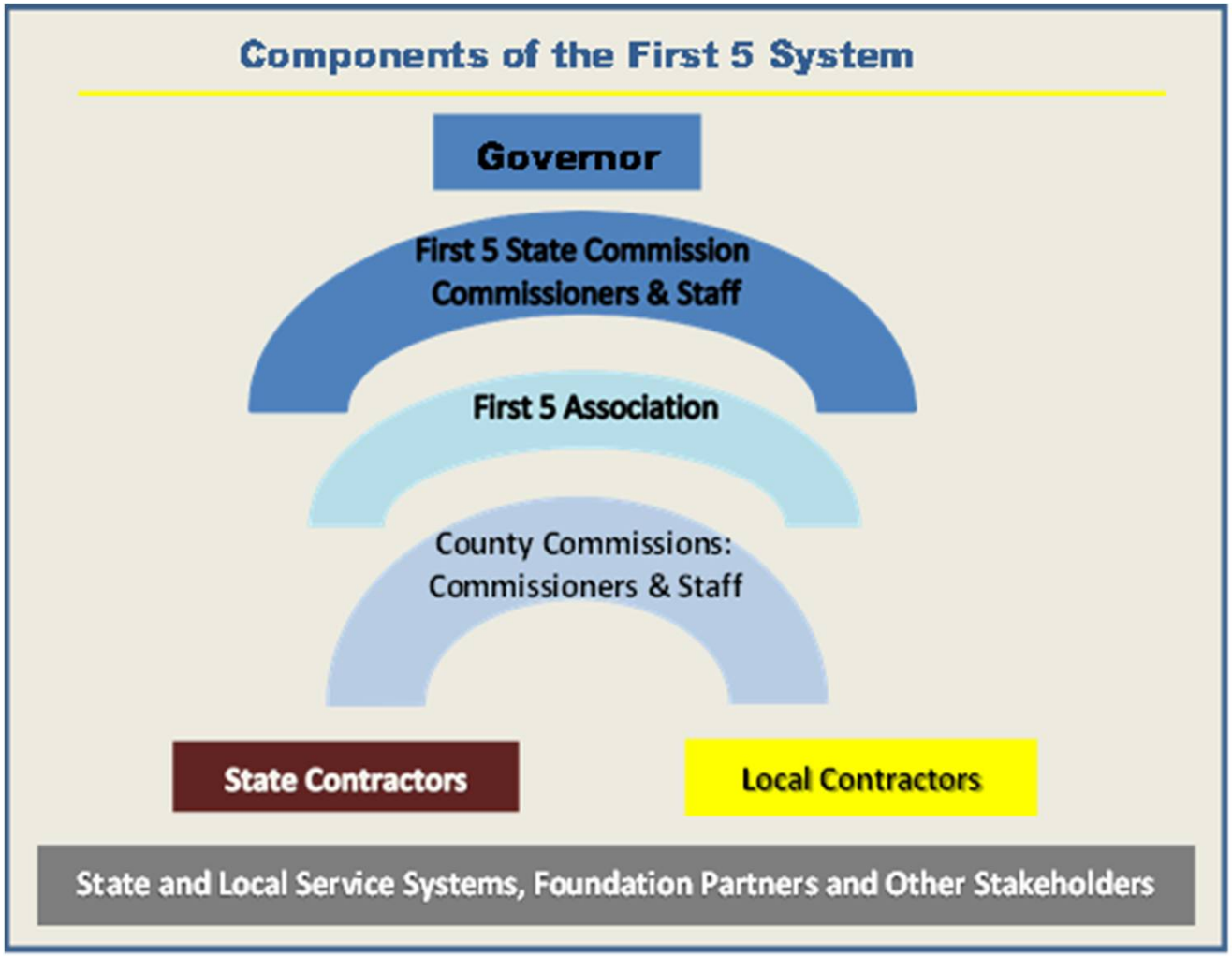
Public education and outreach is one of the primary functions of First 5 California. The primary public education and outreach efforts of First 5 California currently underway are its *Talk. Read. Sing.*® campaign, First 5 California's flagship *Kit for New Parents*.

Attachment: BoS presentation 2023 (13872 : Presentation for Mariposa First 5 Commission)

Advocacy and Policy

First 5 California advocates for the strong start all children deserve, with an emphasis on children prenatal through age 5 and their families, to optimize early childhood development and reduce childhood poverty.





Attachment: BoS presentation 2023 (13872 : Presentation for Mariposa First 5 Commission)

Funding Flow of the First 5 System

Collected by CA Dept. of Tax & Fee Administration (CDTFA)

CDTFA Reduces Collected Funds by Admin Fee and Prop 99 backfill

50 cent tax



Net Funds for Disbursement

20% State Commission

80% for County Commissions

Mandated Funding by Category

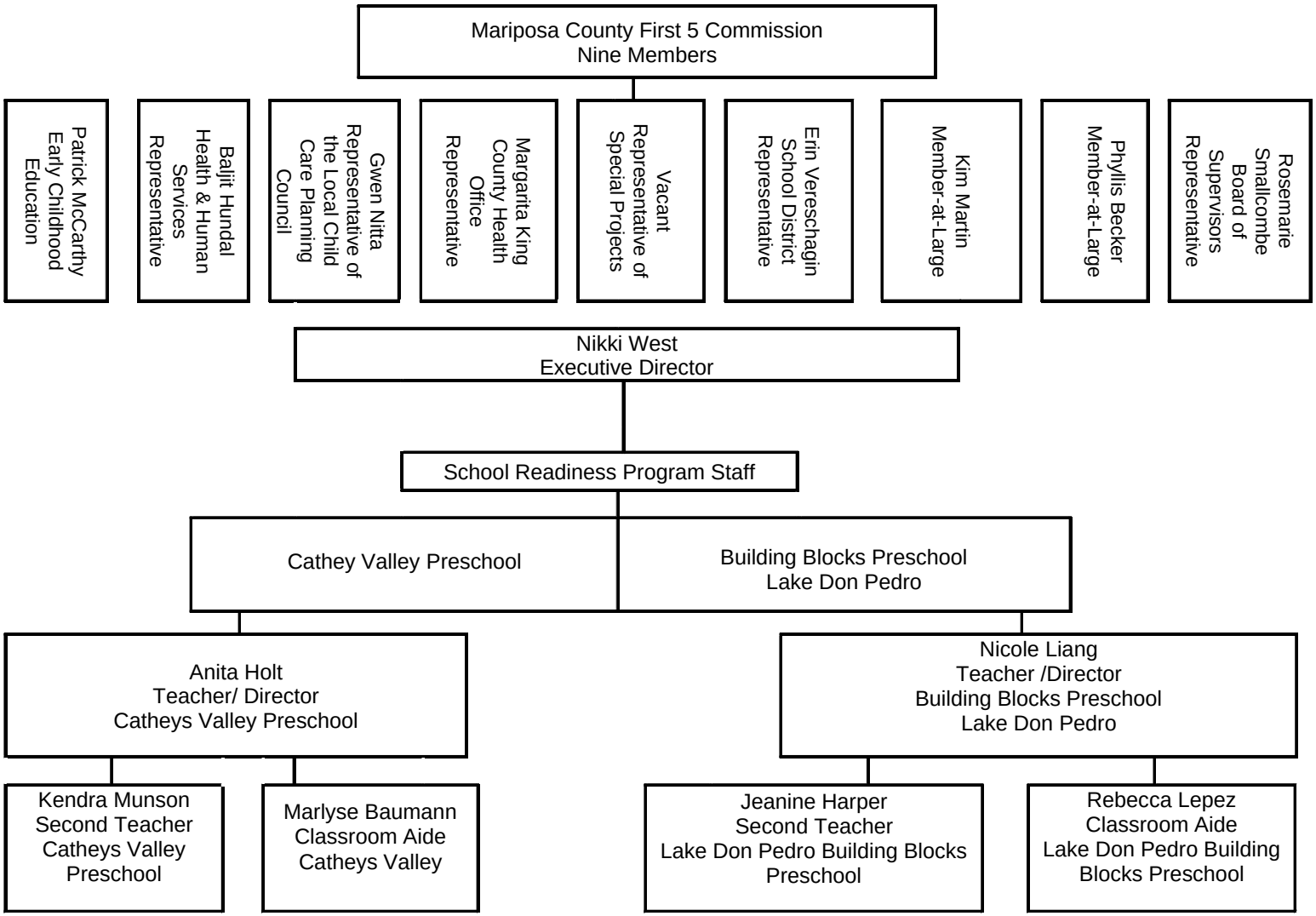
Allocated by Share of Statewide Births

Attachment: BoS presentation 2023 (13872 : Presentation for Mariposa First 5 Commission)

FIRST 5
MARIPOSA COUNTY

Vision	Mission
All children in Mariposa County will thrive in supportive, loving, and nurturing environments, enter school healthy and ready to learn and become productive, well- adjusted members of society.	To provide for the optimal physical, emotional, and intellectual growth of the young children of Mariposa County, the Commission will facilitate, through funding priorities and disbursement of Proposition 10 funds, the creation, implementation, or enhancement of integrated and collaborative preventive services and programs.

Attachment: BoS presentation 2023 (13872 : Presentation for Mariposa First 5 Commission)



Attachment: BoS presentation 2023 (13872 : Presentation for Mariposa First 5 Commission)

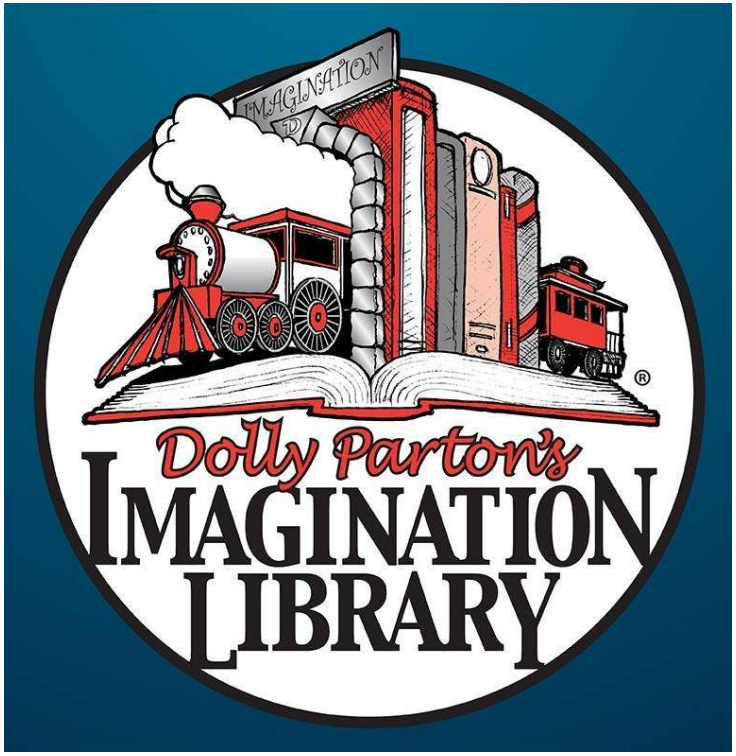
School Readiness



Preschool Operations:

- Lake Don Pedro Preschool – 19 Children
- Catheys Valley Preschool – 15 Children

Attachment: BoS presentation 2023 (13872 : Presentation for Mariposa First 5 Commission)



194 Actively Enrolled Mariposa Children

114 Mariposa Children Graduated

Attachment: BoS presentation 2023 (13872 : Presentation for Mariposa First 5 Commission)

Community Grants



Mariposa Elementary School Transitional Kindergarten Aide Grant

FY 2021 – 2024

$60,723

19 – 25 Children per year

Attachment: BoS presentation 2023 (13872 : Presentation for Mariposa First 5 Commission)



Home Visiting Program Coordination & Sustainability Study

FY 2021-2023

$100,000

Attachment: BoS presentation 2023 (13872 : Presentation for Mariposa First 5 Commission)

Other Community Involvement

- New Parent Kit's distributed through Mariposa County Public Health
- Children's Safety Fair
- Diaper Distribution
- National Child Identification Program – ID Kits



Attachment: BoS presentation 2023 (13872 : Presentation for Mariposa First 5 Commission)

FISCAL YEAR 2021/22

Current Revenue:		
Prop 10 Apportionment	$ 68,187	
Prop 56 Apportionment	$ 22,868	
Small County Augmentation	$ 263,200	
Interest & Other Funding	$ 10,679	
Total Current Revenue		**$ 364,934**
Expenses		
School Readiness Program:		
School Readiness Operational Expenses	$ 243,217	
School Readiness Capital Expenditures	$ -	
Total School Readiness Program		**$ 243,217**
Community Grants:		
Family Functioning - Parent Education	$ 2,371	
Child Development - Early Education	$ 19,255	
Child Health - Prenatal Care	$ -	
Child Health -Improved Systems of Care	$ 40,000	
Total Community Grants		**$ 61,626**
First 5 Operational Expenses		**$ 57,160**
Total Expenses		**$ 362,003**
Excess Expenses Over Current Revenue		$ 2,931
Reserve Funds 6/30/21		$ 503,926
Reserve Funds 6/30/22		**$ 506,857**

Attachment: BoS presentation 2023 (13872 : Presentation for Mariposa First 5 Commission)

FIRST 5 MARIPOSA COUNTY

MULTI-YEAR FINANCIAL PLAN

	2022/23	2023/24	2024/25	2025/26	2026/27
Revenues					
F5 CA Small County Augmentation	$ 251,122	$ 251,122	$ 250,000	$ 250,000	$ 250,000
Prop 10 & Prop 56	$ 95,000	$ 95,000	$ 95,000	$ 95,000	$ 95,000
F5 CA Home Visiting Coordination Grant	$ 49,503	$ -	$ -	$ -	$ -
Interest Earnings	$ 1,800	$ 1,800	$ 1,800	$ 1,800	$ 1,800
Other Income (Grants, Fundraisers, etc)	$ 1,500	$ 1,500	$ 1,500	$ 1,500	$ 1,500
Total Revenues	**$ 398,925**	**$ 349,422**	**$ 348,300**	**$ 348,300**	**$ 348,300**
Expenses					
F5 Salaries/Benefits	$ 72,325	$ 78,750	$ 78,750	$ 78,750	$ 78,750
F5 Professional Services	$ 7,000	$ 7,200	$ 7,200	$ 7,200	$ 7,200
F5 Operating Expenses	$ 55,100	$ 55,000	$ 55,000	$ 55,000	$ 55,000
Grants	$ 89,592	$ 21,379	$ 10,000	$ 10,000	$ 10,000
Preschool Operations	$ 195,000	$ 195,000	$ 195,000	$ 195,000	$ 195,000
Total Expenses	**$ 419,017**	**$ 357,329**	**$ 345,950**	**$ 345,950**	**$ 345,950**
Fund Balance					
Beginning Reserve Balance	$ 504,529	$ 484,437	$ 476,530	$ 478,880	$ 481,230
Additions to/(Withdrawals from) Reserve	$ (20,092)	$ (7,907)	$ 2,350	$ 2,350	$ 2,350
Ending Reserve Balance	**$ 484,437**	**$ 476,530**	**$ 478,880**	**$ 481,230**	**$ 483,580**

Attachment: BoS presentation 2023 (13872 : Presentation for Mariposa First 5 Commission)

Attachment: BoS presentation 2023 (13872 : Presentation for Mariposa First 5 Commission)

"Children are not a distraction from more important work. They are THE MOST important work!" By C. S. Lewis

FIRST 5
MARIPOSA COUNTY

Nikki West
Executive Director

first5mariposa@yahoo.com

(209) 742-KIDS (5437)

MARIPOSA COUNTY

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

MEETING: March 14, 2023

TO: The Board of Supervisors

FROM: Danielle Bondshu, Clerk of the Board

RE: Discussion on Public Comment Via Telephone

RECOMMENDATION AND JUSTIFICATION:

Discussion and Direction on Allowing Public Comment Via Teleconference Service (Telephone).

From March 2020 through February 2023, we offered a call-in line for the public to comment live. This service was through the teleconference service GoTo Meeting. On average, we had two to three callers; generally, at least one is a County Department Head. We had also received complaints that the line is fuzzy and difficult to hear.

The public currently has **five** methods of commenting on board items:

1) Emailing board-clerk@mariposacounty.org <mailto:board-clerk@mariposacounty.org>
2) Using a web form <http://www.mariposacounty.org/publiccomment>
3) E-commenting on specific items by using the comment icon on the desired item <http://www.mariposacounty.org/bosagendas>
4) Mailing comments into:
   Mariposa County Board of Supervisors
   Attn: Clerk of the Board
   P.O. Box 784
   Mariposa, CA 95338

5) Commenting during public comment in the Board Chambers.

NOTE: If the call-in line is discontinued, a call-in line may be utilized periodically if we have an ADA request for Text Telephone (TTY) service.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

On March 7th, 2023, after several emails from public members, the Board directed staff to bring an item back to the Board for discussion on the teleconference service (telephone) line for public comment.

On February 21st, 2023, the Board directed staff to remove the teleconferencing

Agenda Item - No Resolution Requested

service (telephone) line option for public comment.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Do not give direction, and staff will continue the status quo.

ATTACHMENTS:
Public Comment (PDF)
Public Comment (PDF)

RESULT: DIRECTION GIVEN

62

Tracy Gauthier

From: MinuteTraq Notifications <NoReply@IQM2.com>
Sent: Friday, March 10, 2023 6:13 PM
To: Danielle Bondshu; Dallin Kimble; Danette Toso; Kylee Morrow; Katherine Slenders; Miles Menetrey; Rosemarie Smallcombe; Steve Dahlem; Shannon Poe; Tracy Gauthier; Wayne Forsythe
Subject: A new comment has been posted to your Web Portal

The user Lorraine Freeman has posted a comment on Legislative File 13903: Discussion and Direction on Allowing Public Comment Via Teleconference Service (Telephone).

Comment: This snow emergency does highlight the need to maintain call-in access to Board meetings. People are physically unable to attend meetings. Democracy is not well served when large swaths of the population do not have opportunity to provide public input. For example, although Covid is no longer an emergency, people undergoing cancer treatments must avoid public gatherings. RSV, flu, and Covid can be killers for this demographic. Removing call-in access, in effect, denies these people the opportunity to actively participate in real time. There are others who will be excluded from active participation, such as those who have no transportation and those who are unable to drive. And it places an undue cost burden on those who live in outlying regions. For example, it would cost a Greeley Hill resident approximately $100/month to attend every meeting. All though some may have the option of listening on the internet, many county residents do not have access to the internet. Also, it is not possible to comment in real time from the internet. So, for example, if a presentation is made and an internet observer wants to make a salient point in real time, they cannot. A point was made that if a supervisor called in, a notice had to be posted at their home and the public had to be allowed into their home. However there is no reason the supervisor cannot instead call from a public space such as a library or community center...or even a parking lot. So we can mitigate the loss of privacy. Another point was made that not many people use the call-in feature. This may be true when there are no hot topics on the agenda. But the feature IS used when controversial issues arise. If you feel that it sends "mixed messages" to have the call-in feature sometimes on and sometimes off, then it must always remain on, to allow people to call in when concerning issues arise. In addition, it appears this item was not agendized properly. The Brown Act says that the heading for each agenda must clearly state the action being considered. "Discussion of teleconferencing" is not at all the same thing as "We are going to end call-in access". In the spirit of democracy, in the name of decency and fairness, I am asking you to continue to provide call-in access to your meetings.

Link to the Discussion: http://MariposaCountyCA.IQM2.com/Citizens/Detail_LegiFile.aspx?ID=13903

Attachment: Public Comment (13903 : Discussion on Public Comment Via Telephone)

G2

Tracy Gauthier

From: Jill Harry <jill.e.harry@gmail.com>
Sent: Monday, March 13, 2023 1:20 PM
To: Board Clerk; Rosemarie Smallcombe; Shannon Poe; Danette Toso; Wayne Forsythe; Miles Menetrey
Subject: Phone participation at County board meetings

Some people who received this message don't often get email from jill.e.harry@gmail.com. Learn why this is important

Dear Board Members,

As a resident of Mariposa County, I urge you to keep the option of allowing citizens to participate in all types of Mariposa County board meetings via the telephone. It would be even better if the County allowed citizens to participate via Zoom Webinars (talk to MCUSD about how they very successfully do this), but at the least, phone participation should continue.

One of the few good things to come out of the pandemic is increased ways for the public to participate in meetings of all sorts, maybe most importantly, County government meetings.

Increased citizen participation is a foundation of open, transparent, and engaging government services. It is something that should be nurtured and encouraged, not hindered. Please do not take a step backward, but instead keep moving forward. Telephone access to meetings makes it much easier for people in our spread out County to be able to listen in and participate through public comment. If you were to change anything, consider switching to Zoom webinars which would expand the ability of the public to keep informed and participate. Zoom webinars are easier to access, allow the public to see presentations through shared screens, and speakers can be heard more clearly.

At the least, your continuing the option of phone participation will lead to increased trust within the community as everyone will see you are trying to be transparent, open, and inclusive. Allowing this form of public participation and input leads to better governance and decision-making on your part. Switching to Zoom webinars would be even better.

Sincerely,

Jill Harry
Catheys Valley

Attachment: Public Comment (13903 : Discussion on Public Comment Via Telephone)

MARIPOSA COUNTY

Public Works · 209-966-2498

MEETING: March 14, 2023

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works & Transportation

RE: Discussion and Direction on the Use of Hornitos Hall

RECOMMENDATION AND JUSTIFICATION:

Discussion and Direction Regarding the Current use of the Stagg (Hornitos) Halls Second Kitchen Area.

The Stagg Hall, also known as the Hornitos Hall or, historically, the Golden Stagg Hall, has an additional kitchen facility that has, for the last 30 years, been used solely by the Hornitos Patrons Club. Over the past several years, other groups have requested to utilize this space for their events, but access by the Parton's Club has yet to be granted, and the room remains unavailable for public use. The Stagg Hall on average is use 15 times a year.

This additional kitchen facility is approximately 200 square feet and has two ovens, a commercial sink, a refrigerator, a freezer, and a small storage area. This room and all the contents of the room have either been donated to Mariposa County or are owned directly by the Hornitos Patrons Club.

Due to increased requests from other user groups, the Public Works Department is seeking direction from the Board on how to proceed with facility use.

Possible Options:

1. Direct staff to keep the Patrons Club as the sole user of the room.

2. Direct staff to provide access to the room only upon request of renters.

3. Direct staff to remove locks, and the room would be available to any renters.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

Agenda Item - No Resolution Requested

The Board often directs staff in matters that could be controversial.

The staff has researched the hall since 1897; no Board action has been taken regarding blocking kitchen use to only the Patrons Club.

All past board actions were regarding maintenance and upgrades.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Do not provide direction, and the Public Works Director will need to make a decision that would impact the use of the hall.

RESULT: DIRECTION GIVEN

MARIPOSA COUNTY

Public Works · 209-966-2498

MEETING: March 14, 2023

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works & Transportation

RE: Approve the Execution of FTA Certifications and Assurances for FY 2023

RECOMMENDED ACTION AND JUSTIFICATION:
Approve Fiscal Year 2023 Certifications and Assurances for Federal Transit Administration Assistance (FTA); and Authorize Local Transportation Commission (LTC) Executive Director to Sign the Certifications and Assurances (Subject to Approval as to Legal Form by County Counsel).

Execution and filing of these documents is a program requirement of the California Department of Transportation (Caltrans) in order to receive continued program funding for Mariposa County Transit. The Certifications and Assurances will need to be executed before the County is eligible to request Program Allocations.

HISTORY OF BOARD ACTIONS:
The Board has passed similar actions in previous years in order to maintain the County's eligibility status for FTA 5311 Funding.

Certifications and Assurances were approved for FY 2021 with Resolution #LTC 2021-11 and FY 2022 with Resolution #2022-5.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve and the County will not be eligible to receive FTA 5311 Funding to meet Transit needs.

ATTACHMENTS:
FY 2023 FTA Certifications and Assurances (PDF)
FY 2023 FTA Certifications and Assurances - Signature Pages (PDF)

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

Not every provision of every certification will apply to every applicant or award. If a provision of a certification does not apply to the applicant or its award, FTA will not enforce that provision.

Text in italic is guidance to the public. It does not have the force and effect of law, and is not meant to bind the public in any way. It is intended only to provide clarity to the public regarding existing requirements under the law or agency policies.

CATEGORY 1. CERTIFICATIONS AND ASSURANCES REQUIRED OF EVERY APPLICANT.

All applicants must make the certifications in this category.

1.1. Standard Assurances.

The certifications in this subcategory appear as part of the applicant's registration or annual registration renewal in the System for Award Management (SAM.gov) and on the Office of Management and Budget's standard form 424B "Assurances—Non-Construction Programs". This certification has been modified in places to include analogous certifications required by U.S. DOT statutes or regulations.

As the duly authorized representative of the applicant, you certify that the applicant:

(a) Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.

(b) Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

(c) Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

(d) Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

(e) Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§ 4728–4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 CFR 900, Subpart F).

Attachment: FY 2023 FTA Certifications and Assurances (LTC-2023-6 : Approve the Execution of FTA Certifications and Assurances for FY

(f) Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to:

(1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin, as effectuated by U.S. DOT regulation 49 CFR Part 21;

(2) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681–1683, and 1685–1686), which prohibits discrimination on the basis of sex, as effectuated by U.S. DOT regulation 49 CFR Part 25;

(3) Section 5332 of the Federal Transit Law (49 U.S.C. § 5332), which prohibits any person being excluded from participating in, denied a benefit of, or discriminated against under, a project, program, or activity receiving financial assistance from FTA because of race, color, religion, national origin, sex, disability, or age.

(4) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps, as effectuated by U.S. DOT regulation 49 CFR Part 27;

(5) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101–6107), which prohibits discrimination on the basis of age;

(6) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;

(7) The comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91–616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;

(8) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;

(9) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;

(10) Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and,

(11) the requirements of any other nondiscrimination statute(s) which may apply to the application.

(g) Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (“Uniform Act”) (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases. The requirements of the Uniform Act are effectuated by U.S. DOT regulation 49 CFR Part 24.

Attachment: FY 2023 FTA Certifications and Assurances (LTC-2023-6 : Approve the Execution of FTA Certifications and Assurances for FY

(h) Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§ 1501–1508 and 7324–7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

(i) Will comply, as applicable, with the provisions of the Davis–Bacon Act (40 U.S.C. §§ 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. § 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327–333), regarding labor standards for federally assisted construction subagreements.

(j) Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

(k) Will comply with environmental standards which may be prescribed pursuant to the following:

(1) Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514;

(2) Notification of violating facilities pursuant to EO 11738;

(3) Protection of wetlands pursuant to EO 11990;

(4) Evaluation of flood hazards in floodplains in accordance with EO 11988;

(5) Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.);

(6) Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§ 7401 et seq.);

(7) Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and

(8) Protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93–205).

(l) Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

(m) Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§ 469a-1 et seq.).

(n) Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

(o) Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§ 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded

Attachment: FY 2023 FTA Certifications and Assurances (LTC-2023-6 : Approve the Execution of FTA Certifications and Assurances for FY

animals held for research, teaching, or other activities supported by this award of assistance.

(p) Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

(q) Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and 2 CFR Part 200, Subpart F, "Audit Requirements", as adopted and implemented by U.S. DOT at 2 CFR Part 1201.

(r) Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing the program under which it is applying for assistance.

(s) Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104) which prohibits grant award recipients or a subrecipient from:

(1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect;

(2) Procuring a commercial sex act during the period of time that the award is in effect; or

(3) Using forced labor in the performance of the award or subawards under the award.

1.2. Standard Assurances: Additional Assurances for Construction Projects.

This certification appears on the Office of Management and Budget's standard form 424D "Assurances—Construction Programs" and applies specifically to federally assisted projects for construction. This certification has been modified in places to include analogous certifications required by U.S. DOT statutes or regulations.

As the duly authorized representative of the applicant, you certify that the applicant:

(a) Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency; will record the Federal awarding agency directives; and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.

(b) Will comply with the requirements of the assistance awarding agency with regard to the drafting, review, and approval of construction plans and specifications.

(c) Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work confirms with the approved plans and specifications, and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

Attachment: FY 2023 FTA Certifications and Assurances (LTC-2023-6 : Approve the Execution of FTA Certifications and Assurances for FY

1.3. Procurement.

The Uniform Administrative Requirements, 2 CFR § 200.325, allow a recipient to self-certify that its procurement system complies with Federal requirements, in lieu of submitting to certain pre-procurement reviews.

The applicant certifies that its procurement system complies with:

(a) U.S. DOT regulations, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR Part 1201, which incorporates by reference U.S. OMB regulatory guidance, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR Part 200, particularly 2 CFR §§ 200.317–200.327 "Procurement Standards;
(b) Federal laws, regulations, and requirements applicable to FTA procurements; and
(c) The latest edition of FTA Circular 4220.1 and other applicable Federal guidance.

1.4. Suspension and Debarment.

Pursuant to Executive Order 12549, as implemented at 2 CFR Parts 180 and 1200, prior to entering into a covered transaction with an applicant, FTA must determine whether the applicant is excluded from participating in covered non-procurement transactions. For this purpose, FTA is authorized to collect a certification from each applicant regarding the applicant's exclusion status. 2 CFR § 180.300. Additionally, each applicant must disclose any information required by 2 CFR § 180.335 about the applicant and the applicant's principals prior to entering into an award agreement with FTA. This certification serves both purposes.

The applicant certifies, to the best of its knowledge and belief, that the applicant and each of its principals:

(a) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily or involuntarily excluded from covered transactions by any Federal department or agency;
(b) Has not, within the preceding three years, been convicted of or had a civil judgment rendered against him or her for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction; violation of Federal or State antitrust statutes, including those proscribing price fixing between competitors, allocation of customers between competitors, and bid rigging; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or commission of any other offense indicating a lack of business integrity or business honesty;

Attachment: FY 2023 FTA Certifications and Assurances (LTC-2023-6 : Approve the Execution of FTA Certifications and Assurances for FY

(c) Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any offense described in paragraph (b) of this certification;

(d) Has not, within the preceding three years, had one or more public transactions (Federal, State, or local) terminated for cause or default.

1.5. Coronavirus Response and Relief Supplemental Appropriations Act, 2021, and CARES Act Funding.

The applicant certifies:

(a) To the maximum extent possible, funds made available under title IV of division M of the Consolidated Appropriations Act, 2021 (Public Law 116–260), and in title XII of division B of the CARES Act (Public Law 116–136; 134 Stat. 599) shall be directed to payroll and operations of public transit (including payroll and expenses of private providers of public transportation); or

(b) The applicant certifies that the applicant has not furloughed any employees.

1.6. American Rescue Plan Act Funding.

The applicant certifies:

(a) Funds made available by Section 3401(a)(2)(A) of the American Rescue Plan Act of 2021 (Public Law 117-2) shall be directed to payroll and operations of public transportation (including payroll and expenses of private providers of public transportation); or

(b) The applicant certifies that the applicant has not furloughed any employees.

CATEGORY 2. PUBLIC TRANSPORTATION AGENCY SAFETY PLANS

This certification is required of each applicant under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), each rail operator that is subject to FTA's state safety oversight programs, and each State that is required to draft and certify a Public Transportation Agency Safety Plan on behalf of a Small Public Transportation Provider (as that term is defined at 49 CFR § 673.5) pursuant to 49 CFR § 673.11(d).

This certification is required by 49 U.S.C. § 5307(c)(1)(L), 49 U.S.C. § 5329(d)(1), and 49 CFR § 673.13. This certification is a condition of receipt of Urbanized Area Formula Grants Program (49 U.S.C. § 5307) funding.

This certification does not apply to any applicant that only receives financial assistance from FTA under the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C.

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§ 5310), the Formula Grants for Rural Areas Program (49 U.S.C. § 5311), or combination of these two programs, unless it operates a rail fixed guideway public transportation system.

If the applicant is an operator, the applicant certifies that it has established a Public Transportation Agency Safety Plan meeting the requirements of 49 U.S.C. § 5329(d)(1) and 49 CFR Part 673; including, specifically, that the board of directors (or equivalent entity) of the applicant has approved, or, in the case of an applicant that will apply for assistance under 49 U.S.C. § 5307 that is serving an urbanized area with a population of 200,000 or more, the safety committee of the entity established under 49 U.S.C. § 5329(d)(5), followed by the board of directors (or equivalent entity) of the applicant has approved, the Public Transportation Agency Safety Plan or any updates thereto; and, for each recipient serving an urbanized area with a population of fewer than 200,000, that the Public Transportation Agency Safety Plan has been developed in cooperation with frontline employee representatives.

If the applicant is a State that drafts and certifies a Public Transportation Agency Safety Plan on behalf of a public transportation operator, the applicant certifies that:

(a) It has drafted and certified a Public Transportation Agency Safety Plan meeting the requirements of 49 U.S.C. § 5329(d)(1) and 49 CFR Part 673 for each Small Public Transportation Provider (as that term is defined at 49 CFR § 673.5) in the State, unless the Small Public Transportation Provider provided notification to the State that it was opting out of the State-drafted plan and drafting its own Public Transportation Agency Safety Plan; and

(b) Each Small Public Transportation Provider within the State that opts to use a State-drafted Public Transportation Agency Safety Plan has a plan that has been approved by the provider's Accountable Executive (as that term is defined at 49 CFR § 673.5), Board of Directors or Equivalent Authority (as that term is defined at 49 CFR § 673.5), and, if the Small Public Transportation Provider serves an urbanized area with a population of 200,000 or more, the safety committee of the Small Public Transportation Provider established under 49 U.S.C. § 5329(d)(5).

CATEGORY 3. TAX LIABILITY AND FELONY CONVICTIONS.

If the applicant is a business association (regardless of for-profit, not for-profit, or tax exempt status), it must make this certification. Federal appropriations acts since at least 2014 have prohibited FTA from using funds to enter into an agreement with any corporation that has unpaid Federal tax liabilities or recent felony convictions without first considering the corporation for debarment. E.g., Consolidated Appropriations Act, 2023, Pub. L. 117-328, div. E, tit. VII, §§ 744–745. U.S. DOT Order 4200.6 defines a "corporation" as "any private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association", and applies the restriction to all tiers of subawards. As prescribed by U.S. DOT

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Order 4200.6, FTA requires each business association applicant to certify as to its tax and felony status.

If the applicant is a private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association, the applicant certifies that:

(a) It has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(b) It has not been convicted of a felony criminal violation under any Federal law within the preceding 24 months.

CATEGORY 4. LOBBYING.

If the applicant will apply for a grant or cooperative agreement exceeding $100,000, or a loan, line of credit, loan guarantee, or loan insurance exceeding $150,000, it must make the following certification and, if applicable, make a disclosure regarding the applicant's lobbying activities. This certification is required by 49 CFR § 20.110 and app. A to that part.

This certification does not apply to an applicant that is an Indian Tribe, Indian organization, or an Indian tribal organization exempt from the requirements of 49 CFR Part 20.

4.1. Certification for Contracts, Grants, Loans, and Cooperative Agreements.

The undersigned certifies, 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 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.

(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 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.

(c) 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

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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.

4.2. Statement for Loan Guarantees and Loan Insurance.

The undersigned states, to the best of his or her knowledge and belief, that:

If any 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 commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement 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 statement shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

CATEGORY 5. PRIVATE SECTOR PROTECTIONS.

If the applicant will apply for funds that it will use to acquire or operate public transportation facilities or equipment, the applicant must make the following certification regarding protections for the private sector.

5.1. Charter Service Agreement.

To enforce the provisions of 49 U.S.C. § 5323(d), FTA's charter service regulation requires each applicant seeking assistance from FTA for the purpose of acquiring or operating any public transportation equipment or facilities to make the following Charter Service Agreement. 49 CFR § 604.4.

The applicant agrees that it, and each of its subrecipients, and third party contractors at any level who use FTA-funded vehicles, may provide charter service using equipment or facilities acquired with Federal assistance authorized under the Federal Transit Laws only in compliance with the regulations set out in 49 CFR Part 604, the terms and conditions of which are incorporated herein by reference.

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5.2. School Bus Agreement.

To enforce the provisions of 49 U.S.C. § 5323(f), FTA's school bus regulation requires each applicant seeking assistance from FTA for the purpose of acquiring or operating any public transportation equipment or facilities to make the following agreement regarding the provision of school bus services. 49 CFR § 605.15.

(a) If the applicant is not authorized by the FTA Administrator under 49 CFR § 605.11 to engage in school bus operations, the applicant agrees and certifies as follows:

(1) The applicant and any operator of project equipment agrees that it will not engage in school bus operations in competition with private school bus operators.

(2) The applicant agrees that it will not engage in any practice which constitutes a means of avoiding the requirements of this agreement, part 605 of the Federal Mass Transit Regulations, or section 164(b) of the Federal-Aid Highway Act of 1973 (49 U.S.C. 1602a(b)).

(b) If the applicant is authorized or obtains authorization from the FTA Administrator to engage in school bus operations under 49 CFR § 605.11, the applicant agrees as follows:

(1) The applicant agrees that neither it nor any operator of project equipment will engage in school bus operations in competition with private school bus operators except as provided herein.

(2) The applicant, or any operator of project equipment, agrees to promptly notify the FTA Administrator of any changes in its operations which might jeopardize the continuation of an exemption under § 605.11.

(3) The applicant agrees that it will not engage in any practice which constitutes a means of avoiding the requirements of this agreement, part 605 of the Federal Transit Administration regulations or section 164(b) of the Federal-Aid Highway Act of 1973 (49 U.S.C. 1602a(b)).

(4) The applicant agrees that the project facilities and equipment shall be used for the provision of mass transportation services within its urban area and that any other use of project facilities and equipment will be incidental to and shall not interfere with the use of such facilities and equipment in mass transportation service to the public.

CATEGORY 6. TRANSIT ASSET MANAGEMENT PLAN.

If the applicant owns, operates, or manages capital assets used to provide public transportation, the following certification is required by 49 U.S.C. § 5326(a).

The applicant certifies that it is in compliance with 49 CFR Part 625.

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CATEGORY 7. ROLLING STOCK BUY AMERICA REVIEWS AND BUS TESTING.

7.1. Rolling Stock Buy America Reviews.

If the applicant will apply for an award to acquire rolling stock for use in revenue service, it must make this certification. This certification is required by 49 CFR § 663.7.

The applicant certifies that it will conduct or cause to be conducted the pre-award and post-delivery audits prescribed by 49 CFR Part 663 and will maintain on file the certifications required by Subparts B, C, and D of 49 CFR Part 663.

7.2. Bus Testing.

If the applicant will apply for funds for the purchase or lease of any new bus model, or any bus model with a major change in configuration or components, the applicant must make this certification. This certification is required by 49 CFR § 665.7.

The applicant certifies that the bus was tested at the Bus Testing Facility and that the bus received a passing test score as required by 49 CFR Part 665. The applicant has received or will receive the appropriate full Bus Testing Report and any applicable partial testing reports before final acceptance of the first vehicle.

CATEGORY 8. URBANIZED AREA FORMULA GRANTS PROGRAM.

If the applicant will apply for an award under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), or any other program or award that is subject to the requirements of 49 U.S.C. § 5307, including the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C. § 5310); "flex funds" from infrastructure programs administered by the Federal Highways Administration (see 49 U.S.C. § 5334(i)); projects that will receive an award authorized by the Transportation Infrastructure Finance and Innovation Act ("TIFIA") (23 U.S.C. §§ 601–609) or State Infrastructure Bank Program (23 U.S.C. § 610) (see 49 U.S.C. § 5323(o)); formula awards or competitive awards to urbanized areas under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339(a) and (b)); or low or no emission awards to any area under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339(c)), the applicant must make the following certification. This certification is required by 49 U.S.C. § 5307(c)(1).

The applicant certifies that it:

(a) Has or will have the legal, financial, and technical capacity to carry out the program of projects (developed pursuant 49 U.S.C. § 5307(b)), including safety and security aspects of the program;

(b) Has or will have satisfactory continuing control over the use of equipment and facilities;

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(c) Will maintain equipment and facilities in accordance with the applicant's transit asset management plan;

(d) Will ensure that, during non-peak hours for transportation using or involving a facility or equipment of a project financed under this section, a fare that is not more than 50 percent of the peak hour fare will be charged for any—

(1) Senior;

(2) Individual who, because of illness, injury, age, congenital malfunction, or any other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or has semi-ambulatory capability), cannot use a public transportation service or a public transportation facility effectively without special facilities, planning, or design; and

(3) Individual presenting a Medicare card issued to that individual under title II or XVIII of the Social Security Act (42 U.S.C. §§ 401 et seq., and 1395 et seq.);

(e) In carrying out a procurement under 49 U.S.C. § 5307, will comply with 49 U.S.C. §§ 5323 (general provisions) and 5325 (contract requirements);

(f) Has complied with 49 U.S.C. § 5307(b) (program of projects requirements);

(g) Has available and will provide the required amounts as provided by 49 U.S.C. § 5307(d) (cost sharing);

(h) Will comply with 49 U.S.C. §§ 5303 (metropolitan transportation planning) and 5304 (statewide and nonmetropolitan transportation planning);

(i) Has a locally developed process to solicit and consider public comment before raising a fare or carrying out a major reduction of transportation;

(j) Either—

(1) Will expend for each fiscal year for public transportation security projects, including increased lighting in or adjacent to a public transportation system (including bus stops, subway stations, parking lots, and garages), increased camera surveillance of an area in or adjacent to that system, providing an emergency telephone line to contact law enforcement or security personnel in an area in or adjacent to that system, and any other project intended to increase the security and safety of an existing or planned public transportation system, at least 1 percent of the amount the recipient receives for each fiscal year under 49 U.S.C. § 5336; or

(2) Has decided that the expenditure for security projects is not necessary;

(k) In the case of an applicant for an urbanized area with a population of not fewer than 200,000 individuals, as determined by the Bureau of the Census, will submit an annual report listing projects carried out in the preceding fiscal year under 49 U.S.C. § 5307 for associated transit improvements as defined in 49 U.S.C. § 5302; and

(l) Will comply with 49 U.S.C. § 5329(d) (public transportation agency safety plan).

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CATEGORY 9. FORMULA GRANTS FOR RURAL AREAS.

If the applicant will apply for funds made available to it under the Formula Grants for Rural Areas Program (49 U.S.C. § 5311), it must make this certification. Paragraph (a) of this certification helps FTA make the determinations required by 49 U.S.C. § 5310(b)(2)(C). Paragraph (b) of this certification is required by 49 U.S.C. § 5311(f)(2). Paragraph (c) of this certification, which applies to funds apportioned for the Appalachian Development Public Transportation Assistance Program, is necessary to enforce the conditions of 49 U.S.C. § 5311(c)(2)(D).

(a) The applicant certifies that its State program for public transportation service projects, including agreements with private providers for public transportation service—
   (1) Provides a fair distribution of amounts in the State, including Indian reservations; and
   (2) Provides the maximum feasible coordination of public transportation service assisted under 49 U.S.C. § 5311 with transportation service assisted by other Federal sources; and

(b) If the applicant will in any fiscal year expend less than 15% of the total amount made available to it under 49 U.S.C. § 5311 to carry out a program to develop and support intercity bus transportation, the applicant certifies that it has consulted with affected intercity bus service providers, and the intercity bus service needs of the State are being met adequately.

(c) If the applicant will use for a highway project amounts that cannot be used for operating expenses authorized under 49 U.S.C. § 5311(c)(2) (Appalachian Development Public Transportation Assistance Program), the applicant certifies that—
   (1) It has approved the use in writing only after providing appropriate notice and an opportunity for comment and appeal to affected public transportation providers; and
   (2) It has determined that otherwise eligible local transit needs are being addressed.

CATEGORY 10. FIXED GUIDEWAY CAPITAL INVESTMENT GRANTS AND THE EXPEDITED PROJECT DELIVERY FOR CAPITAL INVESTMENT GRANTS PILOT PROGRAM.

If the applicant will apply for an award under any subsection of the Fixed Guideway Capital Investment Program (49 U.S.C. § 5309), including an award made pursuant to the FAST Act's Expedited Project Delivery for Capital Investment Grants Pilot Program (Pub. L. 114-94, div. A, title III, § 3005(b)), the applicant must make the following certification. This certification is required by 49 U.S.C. § 5309(c)(2) and Pub. L. 114-94, div. A, title III, § 3005(b)(3)(B).

The applicant certifies that it:

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(a) Has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award,
(b) Has or will have satisfactory continuing control over the use of equipment and facilities acquired or improved under its Award.
(c) Will maintain equipment and facilities acquired or improved under its Award in accordance with its transit asset management plan; and
(d) Will comply with 49 U.S.C. §§ 5303 (metropolitan transportation planning) and 5304 (statewide and nonmetropolitan transportation planning).

CATEGORY 11. GRANTS FOR BUSES AND BUS FACILITIES AND LOW OR NO EMISSION VEHICLE DEPLOYMENT GRANT PROGRAMS.

If the applicant is in an urbanized area and will apply for an award under subsection (a) (formula grants), subsection (b) (buses and bus facilities competitive grants), or subsection (c) (low or no emissions grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the certification in Category 8 for Urbanized Area Formula Grants (49 U.S.C. § 5307). This certification is required by 49 U.S.C. § 5339(a)(3), (b)(6), and (c)(3), respectively.

If the applicant is in a rural area and will apply for an award under subsection (a) (formula grants), subsection (b) (bus and bus facilities competitive grants), or subsection (c) (low or no emissions grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the certification in Category 9 for Formula Grants for Rural Areas (49 U.S.C. § 5311). This certification is required by 49 U.S.C. § 5339(a)(3), (b)(6), and (c)(3), respectively.

Making this certification will incorporate by reference the applicable certifications in Category 8 or Category 9.

If the applicant will receive a competitive award under subsection (b) (buses and bus facilities competitive grants), or subsection (c) (low or no emissions grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339) related to zero emissions vehicles or related infrastructure, it must make the following certification. This certification is required by 49 U.S.C. § 5339(d).

The applicant will use 5 percent of grants related to zero emissions vehicles (as defined in subsection (c)(1)) or related infrastructure under subsection (b) or (c) to fund workforce development training as described in section 49 U.S.C. § 5314(b)(2) (including registered apprenticeships and other labor-management training programs) under the recipient's plan to address the impact of the transition to zero emission vehicles on the applicant's current workforce; or the applicant certifies a smaller percentage is necessary to carry out that plan.

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CATEGORY 12. ENHANCED MOBILITY OF SENIORS AND INDIVIDUALS WITH DISABILITIES PROGRAMS.

If the applicant will apply for an award under the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program (49 U.S.C. § 5310), it must make the certification in Category 8 for Urbanized Area Formula Grants (49 U.S.C. § 5307). This certification is required by 49 U.S.C. § 5310(e)(1). Making this certification will incorporate by reference the certification in Category 8, except that FTA has determined that (d), (f), (i), (j), and (k) of Category 8 do not apply to awards made under 49 U.S.C. § 5310 and will not be enforced.

In addition to the certification in Category 8, the applicant must make the following certification that is specific to the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program. This certification is required by 49 U.S.C. § 5310(e)(2).

The applicant certifies that:

(a) The projects selected by the applicant are included in a locally developed, coordinated public transit-human services transportation plan;

(b) The plan described in clause (a) was developed and approved through a process that included participation by seniors, individuals with disabilities, representatives of public, private, and nonprofit transportation and human services providers, and other members of the public;

(c) To the maximum extent feasible, the services funded under 49 U.S.C. § 5310 will be coordinated with transportation services assisted by other Federal departments and agencies, including any transportation activities carried out by a recipient of a grant from the Department of Health and Human Services; and

(d) If the applicant will allocate funds received under 49 U.S.C. § 5310 to subrecipients, it will do so on a fair and equitable basis.

CATEGORY 13. STATE OF GOOD REPAIR GRANTS.

If the applicant will apply for an award under FTA's State of Good Repair Grants Program (49 U.S.C. § 5337), it must make the following certification. Because FTA generally does not review the transit asset management plans of public transportation providers, the asset management certification is necessary to enforce the provisions of 49 U.S.C. § 5337(a)(4). The certification with regard to acquiring restricted rail rolling stock is required by 49 U.S.C. § 5323(u)(4). Note that this certification is not limited to the use of Federal funds.

The applicant certifies that the projects it will carry out using assistance authorized by the State of Good Repair Grants Program, 49 U.S.C. § 5337, are aligned with the applicant's most recent transit asset management plan and are identified in the investment and prioritization section of such plan, consistent with the requirements of 49 CFR Part 625.

If the applicant operates a rail fixed guideway service, the applicant certifies that, in the fiscal year for which an award is available to the applicant under the State of Good Repair Grants Program, 49 U.S.C. § 5337, the applicant will not award any contract or subcontract for the procurement of rail rolling stock for use in public transportation with a rail rolling stock manufacturer described in 49 U.S.C. § 5323(u)(1).

CATEGORY 14. INFRASTRUCTURE FINANCE PROGRAMS.

If the applicant will apply for an award for a project that will include assistance under the Transportation Infrastructure Finance and Innovation Act ("TIFIA") Program (23 U.S.C. §§ 601–609) or the State Infrastructure Banks ("SIB") Program (23 U.S.C. § 610), it must make the certifications in Category 8 for the Urbanized Area Formula Grants Program, Category 10 for the Fixed Guideway Capital Investment Grants program, and Category 13 for the State of Good Repair Grants program. These certifications are required by 49 U.S.C. § 5323(o).

Making this certification will incorporate the certifications in Categories 8, 10, and 13 by reference.

CATEGORY 15. ALCOHOL AND CONTROLLED SUBSTANCES TESTING.

If the applicant will apply for an award under FTA's Urbanized Area Formula Grants Program (49 U.S.C. § 5307), Fixed Guideway Capital Investment Program (49 U.S.C. § 5309), Formula Grants for Rural Areas Program (49 U.S.C. § 5311), or Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339) programs, the applicant must make the following certification. The applicant must make this certification on its own behalf and on behalf of its subrecipients and contractors. This certification is required by 49 CFR § 655.83.

The applicant certifies that it, its subrecipients, and its contractors are compliant with FTA's regulation for the Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations, 49 CFR Part 655.

CATEGORY 16. RAIL SAFETY TRAINING AND OVERSIGHT.

If the applicant is a State with at least one rail fixed guideway system, or is a State Safety Oversight Agency, or operates a rail fixed guideway system, it must make the following certification. The elements of this certification are required by 49 CFR §§ 672.31 and 674.39.

The applicant certifies that the rail fixed guideway public transportation system and the State Safety Oversight Agency for the State are:

(a) Compliant with the requirements of 49 CFR Part 672, "Public Transportation Safety Certification Training Program"; and
(b) Compliant with the requirements of 49 CFR Part 674, "Sate Safety Oversight".

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CATEGORY 17. DEMAND RESPONSIVE SERVICE.

If the applicant operates demand responsive service and will apply for an award to purchase a non-rail vehicle that is not accessible within the meaning of 49 CFR Part 37, it must make the following certification. This certification is required by 49 CFR § 37.77.

The applicant certifies that the service it provides to individuals with disabilities is equivalent to that provided to other persons. A demand responsive system, when viewed in its entirety, is deemed to provide equivalent service if the service available to individuals with disabilities, including individuals who use wheelchairs, is provided in the most integrated setting appropriate to the needs of the individual and is equivalent to the service provided other individuals with respect to the following service characteristics:

(a) Response time;
(b) Fares;
(c) Geographic area of service;
(d) Hours and days of service;
(e) Restrictions or priorities based on trip purpose;
(f) Availability of information and reservation capability; and
(g) Any constraints on capacity or service availability.

CATEGORY 18. INTEREST AND FINANCING COSTS.

*If the applicant will pay for interest or other financing costs of a project using assistance awarded under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), the Fixed Guideway Capital Investment Grants Program (49 U.S.C. § 5309), or any program that must comply with the requirements of 49 U.S.C. § 5307, including the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C. § 5310), "flex funds" from infrastructure programs administered by the Federal Highways Administration (*see *49 U.S.C. § 5334(i)), or awards to urbanized areas under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the following certification. This certification is required by 49 U.S.C. §§ 5307(e)(3) and 5309(k)(2)(D).*

The applicant certifies that:

(a) Its application includes the cost of interest earned and payable on bonds issued by the applicant only to the extent proceeds of the bonds were or will be expended in carrying out the project identified in its application; and
(b) The applicant has shown or will show reasonable diligence in seeking the most favorable financing terms available to the project at the time of borrowing.

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CATEGORY 19. CYBERSECURITY CERTIFICATION FOR RAIL ROLLING STOCK AND OPERATIONS.

If the applicant operates a rail fixed guideway public transportation system, it must make this certification. This certification is required by 49 U.S.C. § 5323(v). For information about standards or practices that may apply to a rail fixed guideway public transportation system, visit https://www.nist.gov/cyberframework *and* https://www.cisa.gov/.

The applicant certifies that it has established a process to develop, maintain, and execute a written plan for identifying and reducing cybersecurity risks that complies with the requirements of 49 U.S.C. § 5323(v)(2).

CATEGORY 20. PUBLIC TRANSPORTATION ON INDIAN RESERVATIONS FORMULA AND DISCRETIONARY PROGRAM (TRIBAL TRANSIT PROGRAMS).

Before FTA may provide Federal assistance for an Award financed under either the Public Transportation on Indian Reservations Formula or Discretionary Program authorized under 49 U.S.C. § 5311(c)(1), as amended by the FAST Act, (Tribal Transit Programs), the applicant must select the Certifications in Category 21, except as FTA determines otherwise in writing. Tribal Transit Program applicants may certify to this Category and Category 1 (Certifications and Assurances Required of Every Applicant) and need not make any other certification, to meet Tribal Transit Program certification requirements. If an applicant will apply for any program in addition to the Tribal Transit Program, additional certifications may be required.

FTA has established terms and conditions for Tribal Transit Program grants financed with Federal assistance appropriated or made available under 49 U.S.C. § 5311(c)(1). The applicant certifies that:

(a) It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.

(b) It has or will have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award.

(c) It will maintain its equipment and facilities acquired or improved under its Award, in accordance with its transit asset management plan and consistent with FTA regulations, "Transit Asset Management," 49 CFR Part 625. Its Award will achieve maximum feasible coordination with transportation service financed by other federal sources.

(d) With respect to its procurement system:

(1) It will have a procurement system that complies with U.S. DOT regulations, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR Part 1201, which incorporates by reference U.S. OMB regulatory guidance, "Uniform Administrative Requirements, Cost

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Principles, and Audit Requirements for Federal Awards," 2 CFR Part 200, for Awards made on or after December 26, 2014,

(2) It will have a procurement system that complies with U.S. DOT regulations, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," 49 CFR Part 18, specifically former 49 CFR § 18.36, for Awards made before December 26, 2014, or

(3) It will inform FTA promptly if its procurement system does not comply with either of those U.S. DOT regulations.

(e) It will comply with the Certifications, Assurances, and Agreements in:

(1) Category 05.1 and 05.2 (Charter Service Agreement and School Bus Agreement),

(2) Category 06 (Transit Asset Management Plan),

(3) Category 07.1 and 07.2 (Rolling Stock Buy America Reviews and Bus Testing),

(4) Category 09 (Formula Grants for Rural Areas),

(5) Category 15 (Alcohol and Controlled Substances Testing), and

(6) Category 17 (Demand Responsive Service).

CATEGORY 21. EMERGENCY RELIEF PROGRAM.

An applicant to the Public Transportation Emergency Relief Program, 49 U.S.C. § 5324, must make the following certification. The certification is required by 49 U.S.C. § 5324(f) and must be made before the applicant can receive a grant under the Emergency Relief program.

The applicant certifies that the applicant has insurance required under State law for all structures related to the emergency relief program grant application.

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FEDERAL FISCAL YEAR 2023 CERTIFICATIONS AND ASSURANCES FOR FTA ASSISTANCE PROGRAMS

(Signature pages alternate to providing Certifications and Assurances in TrAMS.)

Name of Applicant:_____

The Applicant certifies to the applicable provisions of all categories: (*check here*) _____.

Or,

The Applicant certifies to the applicable provisions of the categories it has selected:

	Category	**Certification**
01	Certifications and Assurances Required of Every Applicant	_____
02	Public Transportation Agency Safety Plans	_____
03	Tax Liability and Felony Convictions	_____
04	Lobbying	_____
05	Private Sector Protections	_____
06	Transit Asset Management Plan	_____
07	Rolling Stock Buy America Reviews and Bus Testing	_____
08	Urbanized Area Formula Grants Program	_____
09	Formula Grants for Rural Areas	_____
10	Fixed Guideway Capital Investment Grants and the Expedited Project Delivery for Capital Investment Grants Pilot Program	_____
11	Grants for Buses and Bus Facilities and Low or No Emission Vehicle Deployment Grant Programs	_____

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12	Enhanced Mobility of Seniors and Individuals with Disabilities Programs	
13	State of Good Repair Grants	
14	Infrastructure Finance Programs	
15	Alcohol and Controlled Substances Testing	
16	Rail Safety Training and Oversight	
17	Demand Responsive Service	
18	Interest and Financing Costs	
19	Cybersecurity Certification for Rail Rolling Stock and Operations	
20	Tribal Transit Programs	
21	Emergency Relief Program	

CERTIFICATIONS AND ASSURANCES SIGNATURE PAGE

AFFIRMATION OF APPLICANT

Name of the Applicant: _____

BY SIGNING BELOW, on behalf of the Applicant, I declare that it has duly authorized me to make these Certifications and Assurances and bind its compliance. Thus, it agrees to comply with all federal laws, regulations, and requirements, follow applicable federal guidance, and comply with the Certifications and Assurances as indicated on the foregoing page applicable to each application its Authorized Representative makes to the Federal Transit Administration (FTA) in the federal fiscal year, irrespective of whether the individual that acted on his or her Applicant's behalf continues to represent it.

The Certifications and Assurances the Applicant selects apply to each Award for which it now seeks, or may later seek federal assistance to be awarded by FTA during the federal fiscal year.

The Applicant affirms the truthfulness and accuracy of the Certifications and Assurances it has selected in the statements submitted with this document and any other submission made to FTA, and acknowledges that the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 *et seq*., and implementing U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31, apply to any certification, assurance or submission made to FTA. The criminal provisions of 18 U.S.C. § 1001 apply to any certification, assurance, or submission made in connection with a federal public transportation program authorized by 49 U.S.C. chapter 53 or any other statute

Attachment: FY 2023 FTA Certifications and Assurances (LTC-2023-6 : Approve the Execution of FTA Certifications and Assurances for FY

In signing this document, I declare under penalties of perjury that the foregoing Certifications and Assurances, and any other statements made by me on behalf of the Applicant are true and accurate.

Signature_____ Date: _____

Name_____ Authorized Representative of Applicant

AFFIRMATION OF APPLICANT'S ATTORNEY

For (Name of Applicant): _____

As the undersigned Attorney for the above-named Applicant, I hereby affirm to the Applicant that it has authority under state, local, or tribal government law, as applicable, to make and comply with the Certifications and Assurances as indicated on the foregoing pages. I further affirm that, in my opinion, the Certifications and Assurances have been legally made and constitute legal and binding obligations on it.

I further affirm that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these Certifications and Assurances, or of the performance of its FTA assisted Award.

Signature_____ Date: _____

Name_____ Attorney for Applicant

Each Applicant for federal assistance to be awarded by FTA must provide an Affirmation of Applicant's Attorney pertaining to the Applicant's legal capacity. The Applicant may enter its electronic signature in lieu of the Attorney's signature within TrAMS, provided the Applicant has on file and uploaded to TrAMS this hard-copy Affirmation, signed by the attorney and dated this federal fiscal year.

Attachment: FY 2023 FTA Certifications and Assurances (LTC-2023-6 : Approve the Execution of FTA Certifications and Assurances for FY

FEDERAL FISCAL YEAR 2023 CERTIFICATIONS AND ASSURANCES FOR FTA ASSISTANCE PROGRAMS

(Signature pages alternate to providing Certifications and Assurances in TrAMS.)

Name of Applicant: Mariposa County Local Transportation Commission

The Applicant certifies to the applicable provisions of all categories: (*check here*) X.

Or,

The Applicant certifies to the applicable provisions of the categories it has selected:

Category		Certification
01	Certifications and Assurances Required of Every Applicant	
02	Public Transportation Agency Safety Plans	
03	Tax Liability and Felony Convictions	
04	Lobbying	
05	Private Sector Protections	
06	Transit Asset Management Plan	
07	Rolling Stock Buy America Reviews and Bus Testing	
08	Urbanized Area Formula Grants Program	
09	Formula Grants for Rural Areas	
10	Fixed Guideway Capital Investment Grants and the Expedited Project Delivery for Capital Investment Grants Pilot Program	
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Attachment: FY 2023 FTA Certifications and Assurances - Signature Pages (LTC-2023-6 : Approve the Execution of FTA Certifications and

12	Enhanced Mobility of Seniors and Individuals with Disabilities Programs	
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16	Rail Safety Training and Oversight	
17	Demand Responsive Service	
18	Interest and Financing Costs	
19	Cybersecurity Certification for Rail Rolling Stock and Operations	
20	Tribal Transit Programs	
21	Emergency Relief Program	

CERTIFICATIONS AND ASSURANCES SIGNATURE PAGE

AFFIRMATION OF APPLICANT

Name of the Applicant: **Mariposa County Local Transportation Commission**

BY SIGNING BELOW, on behalf of the Applicant, I declare that it has duly authorized me to make these Certifications and Assurances and bind its compliance. Thus, it agrees to comply with all federal laws, regulations, and requirements, follow applicable federal guidance, and comply with the Certifications and Assurances as indicated on the foregoing page applicable to each application its Authorized Representative makes to the Federal Transit Administration (FTA) in the federal fiscal year, irrespective of whether the individual that acted on his or her Applicant's behalf continues to represent it.

The Certifications and Assurances the Applicant selects apply to each Award for which it now seeks, or may later seek federal assistance to be awarded by FTA during the federal fiscal year.

The Applicant affirms the truthfulness and accuracy of the Certifications and Assurances it has selected in the statements submitted with this document and any other submission made to FTA, and acknowledges that the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 *et seq.*, and implementing U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31, apply to any certification, assurance or submission made to FTA. The criminal provisions of 18 U.S.C. § 1001 apply to any certification, assurance, or submission made in connection with a federal public transportation program authorized by 49 U.S.C. chapter 53 or any other statute

Attachment: FY 2023 FTA Certifications and Assurances - Signature Pages (LTC-2023-6 : Approve the Execution of FTA Certifications and

In signing this document, I declare under penalties of perjury that the foregoing Certifications and Assurances, and any other statements made by me on behalf of the Applicant are true and accurate.

Signature_____ Date: _____

Name Shannon Hansen, Executive Director – MCLTC Authorized Representative of Applicant

AFFIRMATION OF APPLICANT'S ATTORNEY

For (Name of Applicant): Mariposa County Local Transportation Commission

As the undersigned Attorney for the above-named Applicant, I hereby affirm to the Applicant that it has authority under state, local, or tribal government law, as applicable, to make and comply with the Certifications and Assurances as indicated on the foregoing pages. I further affirm that, in my opinion, the Certifications and Assurances have been legally made and constitute legal and binding obligations on it.

I further affirm that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these Certifications and Assurances, or of the performance of its FTA assisted Award.

Signature_____ Date: _____

Name Steven W. Dahlem Attorney for Applicant

Each Applicant for federal assistance to be awarded by FTA must provide an Affirmation of Applicant's Attorney pertaining to the Applicant's legal capacity. The Applicant may enter its electronic signature in lieu of the Attorney's signature within TrAMS, provided the Applicant has on file and uploaded to TrAMS this hard-copy Affirmation, signed by the attorney and dated this federal fiscal year.

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