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

February 7, 2023

A. 9:00 AM Called to Order

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

B. Pledge of Allegiance

Chair Menetrey led the pledge.

C. Introductions

Danielle Bondshu/Clerk of the Board introduced Katherine Slenders/Deputy Clerk of the Board II

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

Public comment was received by Jonathan Noel/Resident, who asked in regards to CA.16, who the incorporated company was, and why the contract was so much money.

Andrew Carter/Health and Human Services Agency spoke in regards to Mr. Noel's comment that Nine Patch is the company for the Community Information Exchange and gave an overview of the contract.

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-2023-57**

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County

CA2. **Health and Human Services RES-2023-58**

Resolution Continuing the Local Health Emergency Due to the Oak Fire

CA3. **Sheriff's Office RES-2023-59**

Resolution Continuing the Local Emergency Due to the Oak Fire

CA4. **Sheriff's Office RES-2023-60**

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

CA5. **Administration RES-2023-61**

Approve Budget Action Recognizing Additional Revenue in the Sund Pelosso Fund 3369 in the Amount of ($13,236)

CA6. **Administration RES-2023-62**

Approve the County's 2023 Legislative Platform

CA7. **Administration RES-2023-63**

Approve Second Amendment to Agreement Number 003-20-ECI for the State Energy Resources Conservation and Development Commission Loan Agreement; and Authorize the County Administrative Officer to Sign the Amendment

CA8. **Administration RES-2023-64**

Declare 0.04 Acres of Real Property at Assessor Parcel Number (APN) 011-152-005 in Hornitos to be Surplus to the Needs of the County; Approve an Agreement to Sell Real Property at APN 011-152-005 ($1,250); and Authorize the Board of Supervisors Chair to Sign the Agreement and Grant Deed

CA9. **Auditor RES-2023-65**

Approve Replacing an Accounting Technician I/II Allocation with a Senior Account Clerk 70% Permanent Part-Time Allocation in the Auditor's Office

CA10. **Board of Supervisors**

Approve the Minutes of Wednesday, January 11, 2023

CA11. **Board of Supervisors 2023-11**

Proclaim the Month of February 2023 as "American Heart Month", and February 3, 2023, as "Wear Red Day" (Board Chair)

CA12. **Clerk of the Board of Supervisors 2023-12**

Appoint Timothy Bennett to the Behavioral Health Board for a Term Expiring on February 7, 2026

CA13. **Clerk of the Board of Supervisors RES-2023-66**

Cancel the February 14Th, 2023, Board of Supervisors Meeting

CA14. **County Counsel 2023-13**

Re-Appoint Casey Archer and Rhonda Scherf to the Law Library Trustees Board for a One Year Term Expiring on December 31, 2023; Recognize Janet Chase-Williams for Her Service on Law Library Trustees Board; and Appoint Matthew

Johnson to the Law Library Trustees Board for a One Year Term Expiring on December 31, 2023

CA15. **Fire RES-2023-67**

Accept Awarded Grant for the 2022 CAL FIRE County Coordinator Grant Program for Mariposa County through the California Fire Safe Council for Mariposa County's 2022 CAL FIRE County Coordinator Position; and Authorize the Fire Chief to Sign Sub Award Agreement through Online Profile, and Any Amendments Pertaining to This Grant (Subject to Approval as to Legal Form by County Counsel)

CA16. **Health and Human Services RES-2023-68**

Approve the Agreement with NinePatch, Inc. for a Community Information Exchange, Not to Exceed $562,800; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA17. **Health and Human Services RES-2023-69**

Approve the 2023 Low Income Home Energy Assistance Program (LIHEAP) Agreement 23B-5021 and Certifications with the California Department of Community Services and Development (CSD) in an Amount Not to Exceed $525,000 to Provide Energy Assistance Payments; and Authorize the Board of Supervisors Chair to Sign the Agreement, Certifications, and All Subsequent Amendments (Subject to Approval as to Legal Form by County Counsel)

CA18. **Health and Human Services RES-2023-70**

Approve Agreement with Yosemite Fire and Security to Provide an Upgrade to Existing Access Control System for One of the Health and Human Services Agency (HHSA) Buildings for an Amount Not to Exceed $139,110; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA19. **Health and Human Services RES-2023-71**

Approve an Increase in Extra-Help Hours from 999 Hours to 1,300 Hours for an Office Assistant II Extra-Help Position in the Health & Human Services Agency Administrative Branch

CA20. **HHS/Behavioral Health & Recovery Services RES-2023-72**

Approve Second Amendment to Agreement with Transformations Increasing the Amount by $75,000 to a New Amount Not to Exceed $125,000; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA21. **Planning 2023-14**

Appoint Ken Melton, Cassandra (Beth) Scaffidi and Kris Casto to the Code Compliance Advisory Committee (CCAC) for Terms to Expire February 28, 2025

CA22. **Planning 2023-15**

Recognize the Service of Leo "Jack" Wilmeth as Planning Commissioner for District II

E. Board Recognitions

1. **Board of Supervisors 2023-16**

Approve a Certificate of Appreciation to the Staff of Public Works, County Fire, Probation, and Sheriff's Office for Their Outstanding Service to the County and Community During Our Recent Storms

Chair Menetrey introduced this item.

Public comment received by Shannon Hansen/Public Works Director thanked the Board for recognizing her staff of unsung heroes as they are the ones who kept our roads open.

Erik Sergienko/County Health Officer echoed Director Hansen noting they stayed on top of the burn scar area and noted without them, that area would be facing worse repairs.

Adam McLane/Resident thanked them for their work on Worman Road.

Joe Lynch/Health and Human Services Agency Director also echoed previous sentiments and noted this County has built a team of civic responders.

Steven Ward/Cal Fire/Mariposa Fire Division Chief noted our volunteer fire crews came in and covered stations and were willing to do so without pay.

Jeremy Briese/Mariposa County Sheriff also echoed previous statements and noted they had an all-hands-on-deck situation. He thanked everyone for their dedication and professionalism.

Dallin Kimble/County Administrative Officer acknowledge everything previously expressed and noted that this is not new to this county. He acknowledged that this County asks staff to go towards the danger and we commend them for those efforts.

Supervisors Poe, Forsythe, Smallcombe, Toso, and Chair Menetrey shared their thanks and appreciation to staff.

Chair Menetrey presented the Sheriff's Office, Public Works, Probation, and Fire with Certificates of Recognition.

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

F. Departmental Presentation

Shannon Hansen announced the success of the tire amnesty event that took place in Coulterville. She announced another event would be held in Don Pedro. She announced that the solar installation on the Hall of Records would begin in two to three weeks.

Pete Judy/Interim Chief Probation Officer thanked Public Works and noted Probation is closing its substation by the Jail; he noted they need the space, but the substation is unsustainable do to moral issues and internet issues.

Monica Nielsen/Agricultural Commissioner, gave an update to Food and Ag Code 223 in regards to the Noxious Weed program; She noted the County is a part of the Sierra San Joaquin Alliance, and it created a list of weeds that needed to be sprayed. She noted they are currently working on several different projects, with over $39,000 to spend. She noted the areas they are and will be working on and noted for the listening public that they can call the Ag Department if they have questions or if they need to report a drift, which by law must be investigated. The Ag Department can be reached at 209-966-2075.

Keri Kisela/Mariposa County Chamber of Commerce gave updates on events; March 18th is the annual Business Awards Dinner at the pines resort and a Business Expo will be held June 3rd at the Fairgrounds.

Steve Engfer/Interim Planning Director, gave an update on Muir Lodge, noting abatement is currently in progress.

Danielle Bondshu announced that the contract for the new agenda management system has been signed and roll out should happen in three to four months.

G. Public Comment on Non-Agenda Items

Marvin Wells/Community Member stated he retired from Pepsi after 31 years and has been retired for 30+ years. He welcomed Supervisors Poe and Toso and explained that he has a passion for saving the Oak trees. He challenged the Board to work with the State and Federal government on a program to save the Oaks. Supervisor Smallcombe noted she get in touch with the University of California Cooperative Extension (UCCE) who was working on the mistletoe question. Supervisor Poe thanked him for his service; he noted he lost black oaks but was not familiar with how Milestone spreads.

Jonathan Noel/Community Member noted the Board of Madera County is trying to raise their pay. He urged other community members to reach out to help neighbors stop this from happening.

H. Regular Agenda Items

1. **Administration (ID # 13801)**

Discussion and Direction Regarding Oak Fire Recovery

Dr. Eric Sergienko/County Health Officer noted the removal operations are complete as of the previous day. He gave kudos to the county's public works department as well as the contractors. He also announced 15 trailers have been placed and 7 are pending placement. Dr. Sergienko noted the claims processes in a work in progress. He noted he did not feel the need for weekly updates. No public comment. Board discussion ensued.

DIRECTION: Cease weekly Board items and return to an "as needed" basis.

RESULT: DIRECTION GIVEN

2. **Health and Human Services (ID # 13700)**

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

Joe Lynch requested this item be withdrawn.

RESULT: WITHDRAWN

3. **Administration RES-2023-73**

Appoint Steve Engfer as Planning Director Effective Immediately with an Annual Salary of $149,330.66

Dallin Kimble gave the staff report. Public comment received by Steve Engfer who noted he is looking forward to this opportunity. Supervisor Forsythe noted he has a great team and his enthusiasm and knowledge is phenomenal.

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

Recess

10:02 AM Chair Menetrey recessed the Board for a brief break and reconvened at 10:08 PM.

4. **Administration RES-2023-74**

Approve General Fund Loans for Coulterville ($99,041) and Lake Don Pedro ($147,312) Utility Districts 4/5ths Vote Required

Shannon Hansen introduced the item and turned the floor to Larry Harris/Extra Help, who gave an update and history. Leigh Westerlund/Assistant County Administrative Officer gave the staff report on the budget acting, noting these are general fund loans with money already budgeted.

Public comment was received by Jonathan Noel who noted he was here for the last report, He felt the Board needed to initiate a vote from those areas and have there be a 5-year rate increase. He was upset that this is now "digging into his pocket" as a taxpayer who does not benefit from the service area. Supervisor Smallcombe clarified that the Board did move forward with a rate increase in 2018 and it was not successful.

Further Board discussion ensued.

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

5. **Administration RES-2023-75**

Approve General Fund Loan for the Solid Waste Fund ($430,000) 4/5ths Vote Required

Dallin Kimble noted this is an item discussed during the budget process. Sam Cerveny/Deputy Director of Public Works, noted a rate study is being conducted and hoping to have a presentation in March or April of the results. No public comment.

11:08 AM County Counsel left for a family emergency.

Ms. Westerlund noted this item and the previous item are not the same as the landfill is a service for everyone in the county.

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

Recess

11:13 AM Chair Menetrey recessed for a brief break and reconvened at 11:19 AM.

6. **Board of Supervisors (ID # 13756)**

Discussion and Possible Direction Regarding the Use of Video Software in Board Meetings for Transparency and to Increase Public Participation (Supervisor Poe)

Supervisor Poe introduced the item; he noted that in his District, this is something they would like to see. Supervisor Poe noted in this day and age; an individual should be able to see what their government is doing live, not after the fact. He noted a lot of counties use YouTube with closed captioning and he believes if we design the system right, it could increase the productivity of staff if they give their staff report via video.

Danielle Bondshu noted our current system broadcasts the meetings live, without video. She noted ADA Website Accessibility Guidance released in March 2022 notes videos need captions and the ADA Effective Communication Guide stated "Real-Time Captions", which are human generated.

Public comment was received by Jonathan Noel who noted he believed video would be a wonderful idea.

Board discussion ensued.

DIRECTION: Staff is to look at costs, views, and all data on adding video to our system.

Chair Menetrey reopened for public comment. Mr. Noel brought up GoPro's and thought the County may be able to get a deal if we get several of them.

11:50 AM the Clerk of the Board stepped off the dais and Tracy Gauthier/Deputy Clerk of the Board II took over as clerk.

RESULT: DIRECTION GIVEN

7. **Clerk of the Board of Supervisors (ID # 13755)**

Discussion and Direction Regarding Board Meeting Frequency and Agenda Layout

Danielle Bondshu gave the staff report. No public comment. Board discussion ensued. Ms. Bondshu noted she will bring an item back on February 21, 2023, to cancel all forth Tuesday meetings for the remainder of the year; and an ordinance will be brought to the Board to amendment the Board meeting schedule from the first four Tuesdays to the first three Tuesdays of each month.

Direction: Move "Regular Agenda" items to directly after "Public Comment on Non-Agenda Items"; and the Board will conduct three meetings per month instead of four.

RESULT: DIRECTION GIVEN

I. Items removed from Consent Agenda

None.

J. Closed Session

12:17 PM Chair Menetrey recessed the Board into closed session after announcing J.1 would be taken up at 2:00 PM.

1. **County Counsel (ID # 13703)**

CLOSED SESSION: Conference with Legal Counsel; Existing Litigation: Michael Healy V. County of Mariposa; Superior Court of California, County of Mariposa Case No. 11788

No public comment.

RESULT: CLOSED SESSION HELD

2. **County Counsel (ID # 13762)**

CLOSED SESSION - Conference with Legal Counsel: Existing Litigation; Maria Bishop Ramirez V. County of Mariposa; WCAB No.: ADJ11173190, ADJ12274355; and ADJ13383728

No public comment.

RESULT: CLOSED SESSION HELD

K. 2:00 PM Reconvene

2:00 PM Chair Menetrey reconvened and noted the first closed session item will be taken up at 2:00 PM for roughly 30-45 minutes. 2:00PM Chair Menetrey recessed the board into closed session and reconvened at 2:46 PM. He reported that during both closed session items, information was received and direction was given.

1. **Administration (ID # 13765)**

Receive an Update on the Mariposa County Strategic Plan

Dallin Kimble introduced the item and gave a PowerPoint presentation.

Public comment was received from Pete Judy who noted when he began as a Department Head, he wanted to create a strategic plan for his department, and then looked for a county strategic plan and found there wasn't one. He gave kudos to Mr. Kimble as Mariposa County did not have one until he was hired as the County Administrative Officer. Jeanne Pine/Resident asked if there was a list that showed what had been accomplished as she sees the sidewalk to Health and Human Services on the strategic plan.

Board discussion ensued, and they all gave kudos to the Administration for the update and progress made.

RESULT: CLOSED SESSION HELD

2. **Administration (ID # 13726)**

Discussion and Direction Regarding the Budget Process Review

Dallin Kimble introduced the item and gave a PowerPoint presentation. In response to a question from Supervisor Forsythe, Mr. Kimble noted it would be

incremental for some and priorities for others. Chair Menetrey noted what we have done the last couple of years has much improved.

Public comment was received by Jonathan Noel who noted he likes the idea of a two-year approved budget.

Board discussion ensued. In response to a question from Supervisor Toso, Leigh Westerlund noted that they hope to get to a place where they can do town halls for public input for FY25. Supervisor Forsythe noted he would like to see a hybrid situation of priorities and incremental budget. No direction was given.

RESULT: INFORMATION RECEIVED

L. Board Information

None.

M. Adjournment

4:16 PM Chair Menetrey adjourned in memory of Scott Childers.

Respectfully submitted,

Tracy Gauthier
Deputy Clerk of the Board II

Danielle Bondshu
Clerk of the Board

Miles Menetrey
Chair, Board of Supervisors

MARIPOSA COUNTY

Health and Human Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2023-57

MEETING: February 7, 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 2023-58

MEETING: February 7, 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# 13768

MARIPOSA COUNTY

Sheriff's Office · 209 966-3615

RESOLUTION - ACTION REQUESTED 2023-59

MEETING: February 7, 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# 13769

MARIPOSA COUNTY

Sheriff's Office · 209 966-3615

RESOLUTION - ACTION REQUESTED 2023-60

MEETING: February 7, 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# 13720

MARIPOSA COUNTY

Administration · 966-3222

RESOLUTION - ACTION REQUESTED 2023-61

MEETING: February 7, 2023

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Approve Budget Action Recognizing Additional Revenue in the Sund Pelosso Fund $13,236

RECOMMENDATION AND JUSTIFICATION:
Approve Budget Action Recognizing Additional Revenue in the Sund Pelosso Fund 3369 in the Amount of ($13,236).

Mariposa County did not receive reimbursement for FY22 expenses in FY22, so the beginning fund balance for FY23 was $10,200 lower than originally budgeted. Staff should have realized that revenue reimbursements were behind, which would have led to an increase in budgeted revenue in FY23 to offset the reduction in the beginning fund balance. That did not happen, so the budget is now underfunded, and bills cannot be paid. This budget action corrects that and allows for the additional revenue to be recognized in FY23.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If not approved, Mariposa County would not be in compliance with laws regarding evidence storage with respect to the Sund Pelosso case.

FINANCIAL IMPACT:
No impact to general fund

ATTACHMENTS:
Budget Action - Board Item 13719 (PDF)

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

REF ID# 13719

BUDGET ACTION FORM

FUND	DEP/DIV	ACCOUNT	DESCRIPTION	PROJECT	INCREASE	DECREASE
3369	212	48189	Miscellaneous Revenue		(13,236)	
3369	212	60201	Miscellaneous Expenses		13,236	
				TOTALS	0	0

TRANSFER BETWEEN FUNDS					DEBIT	CREDIT
				TOTALS	0	0

ACTION REQUESTED: (Check all that apply)

(X) Budget appropriation is less than $50,000 and involves shifting funds between categories in the same account and fund. Board of Supervisors reviews all budget actions of this nature on a monthly basis.

( ) Budget appropriation by Board of Supervisors (4/5ths Vote Required): Amending revenues and expenses or transferring funds between funds or accounts within the General Fund or transferring appropriation from contingency.

DEPARTMENT HEAD SIGNATURE DATE

AUDITOR SIGNATURE DATE

COUNTY ADMINISTRATIVE OFFICER SIGNATURE DATE

APPROVED BY RES NO. CLERK DATE

DEPARTMENT

AUDITOR'S USE ONLY
BA #

Budget Revision Form Revised 08/2020

Attachment: Budget Action - Board Item 13719 (RES-2023-61 : Approve Budget Action Recognizing Additional Revenue in the Sund Pelosso

MARIPOSA COUNTY

Administration · 966-3222

RESOLUTION - ACTION REQUESTED 2023-62

MEETING: February 7, 2023

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Legislative Platform 2023

RECOMMENDATION AND JUSTIFICATION:
Approve the County's 2023 Legislative Platform.

The Legislative Platform is the County Board of Supervisor's declaration of issues and items that are of importance to the citizens of the County. By identifying priorities, the Platform helps guide administration and other County departments in recommending legislative positions.

The Platform also provides the county administrative officer with direction as to the County's position in those instances when a timely response is necessary. This year's Platform mirror's last year's organization around the County's five strategic focus areas: safety, wellness, stewardship (governance), infrastructure and prosperity.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board annually develops and approves a legislative platform.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
The Board may wish to alter the proposed platform. Without an adopted platform the direction will be lacking to departments regarding the County's position on important legislative actions.

ATTACHMENTS:
2023 Legislative Platform - Draft (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

2023 LEGISLATIVE PLATFORM

MARIPOSA COUNTY

HOME OF YOSEMITE

Attachment: 2023 Legislative Platform - Draft (RES-2023-62 : Legislative Platform 2023)

District 1: Rosemarie Smallcombe
District 2: Shannon Poe
District 3: Danette Toso
District 4: Wayne Forsythe
District 5: Miles Menetrey

COUNTY PROFILE

GENERAL LAW COUNTY

Mariposa County is a full-service local government with no incorporated cities. It is one of the original 27 counties and the proud home of Yosemite National Park

1,463 SQ MI

TOTAL LAND AREA

Approximately half of the land area of the county is owned by the federal government. Less than one percent of the county land area has access to water and sewer utilities.

5 MILLION

ANNUAL VISITORS

Each year 4 - 5 million visitors come to Mariposa to visit Yosemite National Park. The County has 17,000 full-time residents.

127 HOMES

LOST IN 2022 FIRES

In a period of five years more than 200,000 acres have burned in Mariposa County and more than 200 families have lost their homes. Forest management and home insurance must be top priorities for Mariposa representatives.

Attachment: 2023 Legislative Platform - Draft (RES-2023-62 : Legislative Platform 2023)

RESPONSIBLE GOVERNANCE

Preserve and protect the Constitutions of the United States and the State of California; and the County's powers, duties and prerogatives to enact local legislation concerning local affairs, promote local decisions, and oppose legislation that preempts local authority.

Support measures that promote fiscal stability, predictability and independence. Preserve the County's revenue base and maximum local control over funds and programs.

Support efforts to assist small counties with higher per capita costs for service. Secure funding for all mandated programs and minimize administrative burden.

Preserve and enhance county fairgrounds for emergency operations, community events, local tourism, and centers of local heritage.

Promote jobs, housing and enterprise. Increase housing supply through various means including expanding infrastructure in rural areas and opposing over-regulation.

Mariposa County recognizes, welcomes and supports all residents and visitors regardless of race, color, religion, sex, gender identity, sexual orientation, ability, age, or other identifying characteristic. Government action should likewise promote equal opportunity and access to services.

Legislation should be considerate of a wide variety of lifestyles, including residents that do not live in or near urban areas. Policy should exempt or reduce urban-focused regulations for rural areas.

Mariposa County supports full restoration of Williamson Act subventions to encourage preservation of California's agricultural lands.

Support legislation and funding for nonprofit partners and the services they provide for our community.

Preserve the County's rural character and diverse natural resources.

Attachment: 2023 Legislative Platform - Draft (RES-2023-62 : Legislative Platform 2023)

SAFE COMMUNITIES

Support all reasonable efforts to mitigate the frequency, scale and impact of disasters, including programs to support property management and home hardening.

Support efforts to strengthen, modernize, and provide funding for County emergency response and preparedness capacities.

Promote long-term plans and actions related to forest health including, but not limited to, prescribed burning, strategic thinning of forests, reforestation, and other practices that contribute to wildfire prevention, manageable fuel loads and healthy forests.

Support funding for forest health, drought mitigation, flood prevention, pandemic mitigations and expanding timely disaster relief and reimbursements.

Support actions to ensure property insurance will be available at a reasonable rate for all California homeowners.

Support protections for public safety personnel and resources for the tools and appropriate facilities that allow them to protect our communities.

Support funding to construct or rehabilitate local jails and full funding for County trial courts, juvenile probation and victim witness services.

Support legislation and funding for Evidence-Based Practices (EBP) that improve public safety outcomes.

Oppose legislation that would erode due process for individuals, including law enforcement officers and staff, such as requiring premature disclosure.

Support efforts to eradicate illegal cannabis, methamphetamines, and other illicit drugs from the County and California

Support efforts to reduce burdensome regulations on the County related to fire mitigation and prevention.

Attachment: 2023 Legislative Platform - Draft (RES-2023-62 : Legislative Platform 2023)

HUMAN WELLNESS

Mental Health Services Act funds should remain with counties with maximum local discretion over funding allocation and use.

The County recognizes and supports the continued reform of State and federal health and welfare entitlement programs and the reform of child welfare services.

Local Child Support Enforcement Agencies should be funded at a level that will allow federal matching revenues to continue to fully fund the agencies.

Support the implementation of the Master Plan on Aging and encourage a strong rural voice on State committees.

Support legislative efforts that enhance funding and support for Veterans' Services.

Monitor the implementation of CARE Court to ensure County priorities and objectives are incorporated into state regulations and any further legislation.

Support the continued federal funding of the Older Americans Act and encourage greater flexibility in use of funds to meet unique rural needs.

Support legislation that will enhance local collaboration toward the goals of poverty and homeless reduction and capacity building for individuals, families, and communities.

Support implementation of CalAIM.

Support legislative, administrative and/or budgetary efforts to better fund the child support services program, ease related operational burdens, provide better access to services, and expand local operating control for child support agencies.

Preserve funding for First 5 programs.

Attachment: 2023 Legislative Platform - Draft (RES-2023-62 : Legislative Platform 2023)

RELIABLE INFRASTRUCTURE

Improving local roads, water and sewer utilities, the safety and reliability of electric power and broadband availability and speed is vital to the success of our community.

Support efforts that fund and allow for greater and more equitable deployment of broadband infrastructure.

Support legislation providing equitable gasoline tax distribution to counties without incorporated cities and legislation recognizing local general fund participation in road funding, regardless of source, as self-help.

Support rural county access to infrastructure funds for local improvements.

Support efforts that assist the County in meeting its waste and recycling mandates while adding flexibility to comply with state regulations.

Support legislation that would encourage undergrounding of utilities.

Oppose legislation that shifts taxation from fuel sales taxes, which are constitutionally guaranteed for local transportation, to excise taxes, which are not similarly protected.

Support the creation of additional flexible and ongoing funding for counties to improve critical infrastructure including roads and bridges.

Support legislation that would provide a means by which all vehicles, including electric vehicles (EV), would share equally in the appropriate road use taxes.

Support legislation that would allow for grants and other alternate revenue sources for small utilities and landfills.

Support State efforts to maintain, repair or privatize utility systems, as appropriate for an individual community.

Attachment: 2023 Legislative Platform - Draft (RES-2023-62 : Legislative Platform 2023)

THRIVING COMMUNITIES

Increase the supply of housing by tailoring regulations to local conditions, providing funding and incentives, funding infrastructure development and expansion, and ensuring State programs are available in and designed for rural communities.

Support efforts that provide flexibility and assistance to counties in order to meet their housing and climate goals.

Broaden opportunities for local housing finance authorities, non-profit housing entities, and local governments to increase home ownership.

Support grants for recreation centers, parks, trails and other outdoor amenities.

Support legislation to continue State funding assistance for community and cultural facilities including libraries and museums.

Support legislation and budgetary measures that provide funding for local governments to beautify their communities.

Oppose any and all efforts to exempt or excuse any group of transients from paying their share for the services they use.

Oppose State control and/or collection of transient occupancy taxes.

Preserve funding for local Weed Management Areas, pest prevention and pesticide enforcement programs, marketing regulatory programs, effective wildlife management tools, and/or the preservation and enhancement of weights and measures programs.

Support implementation of the Federal and State Endangered Species Acts that balances social and economic benefits with species protection and ensures that policies are based on scientific evidence.

Support job creation and worker training that contributes to healthy local ecosystems, emerging industries and local economies.

Attachment: 2023 Legislative Platform - Draft (RES-2023-62 : Legislative Platform 2023)

Mariposa County Legislative Affairs
Dallin Kimble, County Administrative Officer
5100 Bullion Street
Post Office Box 784
Mariposa, California 95338
(209) 966-3222
dkimble@mariposacounty.org

Attachment: 2023 Legislative Platform - Draft (RES-2023-62 : Legislative Platform 2023)

MARIPOSA COUNTY

Administration · 966-3222

RESOLUTION - ACTION REQUESTED 2023-63

MEETING: February 7, 2023

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Approve Amendment to State Energy Resources ECAA Loan Agreement

---

RECOMMENDATION AND JUSTIFICATION:
Approve Second Amendment to Agreement Number 003-20-ECI for the State Energy Resources Conservation and Development Commission Loan Agreement; and Authorize the County Administrative Officer to Sign the Amendment.

The purpose of the proposed Amendment is to remove the Government Center from the list of solar project sites and add the Hall of Records and Library as solar project sites. The intended plan of adding solar shade structures in the parking lot of the Government Center is not feasible because it would infringe upon a utility district easement. The new sites have been determined to be the best alternates based on sun exposure and requirements for installation.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
Mariposa County Resolution 2021-376 adopted a Loan Agreement with the State Energy Resources Conservation Commission for lighting and photovoltaic energy savings projects at various County locations. Resolution 2022-519 revised the Loan Application. This proposed Amendment replaces Exhibit A, Attachment 1, Budget Details, which lists the project sites.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If the Amendment is not approved, the Agreement Attachment to the loan document will not reflect current project locations.

FINANCIAL IMPACT:
No financial impact; this amendment does not change the agreement amount.

ATTACHMENTS:
01 003-20-EC1-01 CEC-140 (PDF)
02 Budget Details 003-20-ECI-02 (PDF)
Resolution_2022-519 (PDF)
Resolution_2022-519 - Letter for Loan Amendment (PDF)
FinalDistribution 003-20-ECI (PDF)

REF ID# 13745

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

STATE OF CALIFORNIA
GRANT/LOAN AMENDMENT
CEC-140 (Revised 9/11) CALIFORNIA ENERGY COMMISSION

☒ Check here if additional pages are attached. 2 Pages

AGREEMENT NUMBER:	AMENDMENT NUMBER:
003-20-ECI	2

1. This Agreement is entered into between the State Agency and the Recipient named below:
   STATE AGENCY'S NAME
   State Energy Resources Conservation and Development Commission
   RECIPIENT'S NAME
   County of Mariposa
2. The term of this Agreement: From: 05/12/2021 To: 06/30/2023
3. The maximum amount of this Agreement after this amendment is: $ 2,838,826 ($0 Amendment)
4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

The purpose of this amendment is to remove one site and add two sites for one of the project measures. Agreement 003-20-ECI is amended as follow:

- Exhibit A – Attachment 1, Budget Details (2 pages), is attached and replaces previously approved Exhibit A – Attachment 1, Budget Details (2 pages) in its entirety

RECIPIENT

RECIPIENT'S NAME *(If other than an individual, state whether a corporation, partnership, etc)*
Mariposa County

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

NAME AND TITLE OF PERSON SIGNING
Jay Dallin Kimble, County Administrative Officer

ADDRESS
5100 Bullion St, PO Box 784
Mariposa, CA 95338

STATE OF CALIFORNIA

AGENCY NAME
State Energy Resources Conservation and Development Commission

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

NAME AND TITLE OF PERSON SIGNING
Adrienne Winuk, Contracts, Grants, and Loans Office Manager

ADDRESS
715 P Street, MS-18
Sacramento, CA 95814-5512

Attachment: 01 003-20-EC1-01 CEC-140 (RES-2023-63 : Approve Amendment to State Energy Resources ECAA Loan Agreement)

EXHIBIT A
ATTACHMENT 1
BUDGET DETAIL/PROJECT COST AND SAVINGS

This Loan is made to Mariposa County ("Borrower") for an energy savings Project. The Project consists of the energy efficiency measures and photovoltaic systems listed in Table 1 below to be installed at the Borrower's facilities: 1.) Government Center -, 2.) Public Works Office, 3.) Solid Waste Landfill, 4.) County Sheriff Office, 5.) County Museum, 6.) County Jail, 7.) Health and Human Health Services Office, 8.) County Recreation Office, 9). Library, 10). Hall of Records.

The Table below summarizes the estimated Project cost(s), saving(s) and simple payback(s) for the Project.

TABLE 1: Summary of Project Cost and Savings:

Energy Efficiency Measures	Estimated Total Project Cost	Energy Commission Loan	Estimated Annual Energy Cost Savings ($)	Simple Payback* (years)
Lighting - Government Center	*$86,439.00*	$86,439	$ 6,667	13.0
Lighting - Public Works Office	$125,526.96	$125,527	$ 11,396	11.0
Lighting - Solid Waste	$118,183.44	$118,183	$ 15,355	7.7
Lighting - County Sheriff	$97,860.03	$97,860	$ 9,458	10.3
Lighting - County Museum	$20,612.16	$20,612	$ 1,746	11.8
Lighting - County Jail	$85,160.89	$85,161	$ 8,107	10.5
Lighting - Health and Human Services	$90,922.68	$90,923	$ 6,252	14.5

Attachment: 02 Budget Details 003-20-ECI-02 (RES-2023-63 : Approve Amendment to State Energy Resources ECAA Loan Agreement)

Lighting - County Recreation Office	$116,981.84	$116,982	$ 7,907	14.8
Photovoltaic - County Jail	$571,144.00	$571,144	$ 33,727	16.9
~~Photovoltaic - Government Center~~	~~$362,878.00~~	~~$362,878~~	~~$ 21,457~~	~~16.9~~
Photovoltaic - County Museum	$312,502.00	$312,502	$ 18,518	16.9
Photovoltaic - Solid Waste Landfill	$303,973.00	$303,973	$ 17,977	16.9
Photovoltaic - County Recreation Office	$116,126.00	$116,126	$ 6,867	16.9
Photovoltaic - Public Works	$430,516.00	$430,516	$ 25,388	16.9
Photovoltaic-Library	$165,776	$165,776	$ 10,116	16.4
Photovoltaic-Hall of Records	$197,102	$197,102	$ 11,595	17
TOTALS	**$2,838,826.00**	**$2,838,826**	**$ 190,823**	**14.9**

*The simple payback is based on the Loan amount.

The Borrower shall implement each measure listed in Table 1.

If Borrower does not complete one or more of the measures or deviates from the quantities and specifications listed in Table 1, the Commission Project Manager will calculate the maximum Loan amount supported by the Project. The Loan amount will be determined by the lesser of: 1) multiplying the annual energy cost savings by 20.0 years; 2) total project costs; or 3) approved loan amount.

Borrower shall notify the Commission Project Manager in writing if Borrower expects any information in Table 1 to change. CEC staff will advise Borrower of the procedure

Attachment: 02 Budget Details 003-20-ECI-02 (RES-2023-63 : Approve Amendment to State Energy Resources ECAA Loan Agreement)

to approve any changes. Written documentation is required for any changes to the information included in this Attachment.

If the Borrower has received disbursements exceeding the maximum Loan amount supported by the Project, the Borrower shall refund the difference to the CEC within 30 days of notification.

MARIPOSA COUNTY

Public Works · 209-966-2498

RESOLUTION - ACTION REQUESTED 2022-519

MEETING: September 13, 2022

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works & Transportation

RE: California Energy Commission Revised ECAA Loan Application

---

RECOMMENDATION AND JUSTIFICATION:
Adopt a Resolution Authorizing the County Administrative Officer to complete and submit all necessary documents and application to the California Energy Commission (CEC) Energy Conservation Assistance Act (ECAA) Loan Program and Related California Environmental Quality Act (CEQA) Determination for new documents; and Authorize the Board of Supervisors Chair to Sign the Resolution.

The new documents will revise the original scope of work removing the Government Center parking solar structure and adding new solar to the Hall of Records and Library. The original project called for a solar structure to placed in the parking lot area of the Government Center and after further review it was determined that the MPUD water and sewer mains were located in the area of construction making the area unusable.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board of Supervisors discussed this item on February 11, 2020, and directed staff to move forward with SiteLogIQ on designing the best project for Mariposa County. A pilot project was presented to the Board on October 27, 2020 and staff was again directed to continue moving forward.

On November 24, 2020 Resolution 2020-690 the Board approved a Resolution to secure financing for a solar project for various buildings and areas owned by the County.

On June 22 , 2021 Resolution 2021-376 the Board approved a Loan Agreement with SiteLogIQ.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve, the requested changes will not move forward.

FINANCIAL IMPACT:
No Financial Impact

ATTACHMENTS:
Loan Application (PDF)

REF ID# 13321

Attachment: Resolution_2022-519 (RES-2023-63 : Approve Amendment to State Energy Resources ECAA Loan Agreement)

Notice of Exemption-Solar (PDF)
Resolution-Site Logic (DOCX)
Resolution 2020-690 Solar (PDF)

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

Attachment: Resolution_2022-519 (RES-2023-63 : Approve Amendment to State Energy Resources ECAA Loan Agreement)

MARIPOSA COUNTY RESOLUTION NO. 22-519

RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATIVE OFFICER TO SUBMIT AN AMENDED LOAN APPLICATION FOR THE CEC ECAA LOAN PROGRAM AND RELATED CEQA DETERMINATION FOR ENERGY-EFFICIENT IMPROVEMENTS WITHIN THE COUNTY

WHEREAS, on November 24, 2020, the Mariposa County Board of Supervisors approved Resolution No. 020-690 authorizing the County Administrative Officer to submit an application for the California Energy Commission ("CEC") Energy Conservation Assistance Act ("ECAA") loan program and related California Environmental Quality Act ("CEQA") determination; and

WHEREAS The Board OF Supervisors desires to submit an amended loan application for the purpose of removing the Government Center from the project and adding the Library and the Hall of Records to the project.

NOW, THEREFORE, BE IT RESOLVED by the Mariposa County Board of Supervisors that the County Administrative Officer is hereby authorized to submit an amended application for the CEC ECAA loan program; and

NOW, THEREFORE, BE IT FURTHER RESOLVED that the Board of Supervisors finds this project to be exempt from the California Environmental Quality Act (CEQA) pursuant to a Categorical Exemption, Sections 15301, 15303, 15311 and 15329 CEQA Guidelines. The Board directs staff to file a Notice of Exemption with the County Clerk.

PASSED AND ADOPTED by the Mariposa County Board of Supervisors this 13th day of September 2022 by the following vote:

AYES: SMALLCOMBE, LONG, FORSYTHE, MENETREY
NOES: NONE
ABSENT: NONE

Rosemarie Smallcombe, Chair
Mariposa County Board of Supervisors

ATTEST:

Danielle Y. Bondshu
Clerk of the Board

APPROVED AS TO FORM:

Steven W. Dahlem
County Counsel/Risk Manager

Attachment: Resolution_2022-519 (RES-2023-63 : Approve Amendment to State Energy Resources ECAA Loan Agreement)

ATTACHMENT 1

ECAA LOAN APPLICATION
FOR CALIFORNIA ENERGY COMMISSION FINANCING PROGRAM
INTEREST RATE 1%

1. APPLICANT INFORMATION

Applicant/Legal Name: County of Mariposa		
Type of Entity: (please check one box) ☐ City ☐ Special District ☒ County ☐ Public Hospital / Public Care Institution ☐ Public College or University ☐ Other, please specify: _____		
Mailing Address: 5100 Bullion St.	City: Mariposa	Zip: 95338
Street Address: 5100 Bullion St.	City: Mariposa	Zip: 95338
County: Mariposa		
Contact Person: Dallin Kimball	Title: County Administrative Officer	
E-mail: dkimball@mariposacounty.org	Phone: 209-966-3222	
Tax ID #:	Congressional District: 4th	
Name of Utility Providers: PG&E		
Electric: PG&E	Gas: N/A	Other:
How did you hear about the Energy Commission's Loan Program? Check one: Energy Commission Website, Energy Commission Staff Presentation, Literature at Trade Show or Workshop, Utility Company, recommendation by another State agency, or Other (Specify): Energy Consultant		

Attachment: Resolution_2022-519 (RES-2023-63 : Approve Amendment to State Energy Resources ECAA Loan Agreement)

2. PROJECT INFORMATION

A. Has applicant applied for, or expect to apply for any utility rebates/incentives?
- ☐ Yes. Please complete Section B.
- ☒ No.

B. Source of Rebates/Incentives: _____
(Approximate) Amount: _____

C. Are there other sources of funds?
- ☐ Yes. Project will not be fully funded by this loan.
- ☒ No.

If yes, list source of funds, type of funding and amount:_____
_____
_____

NOTE: Projects funded by other loans will not be considered for an ECAA-Ed loan.

D. Brief Project Description:
The project consists of a combination of interior/exterior lighting retrofits and various solar arrays across the Government Center, Library, Hall of Records Public Works, Solid Waste, County Sherriff, County Museum, Health and Human Services, County Rec Office and County Jail sites.

3. PROJECT SCHEDULE

Estimated start date: 5.1.2021
Estimated completion date: 6.30.2023

Attachment: Resolution_2022-519 (RES-2023-63 : Approve Amendment to State Energy Resources ECAA Loan Agreement)

4. PROJECT BUDGET

Total project costs: (include all labor engineering, construction, materials, equipment, inspection demolition (if applicable) and removal (if applicable, less equipment salvage value, (if applicable): $2,838,826
Loan amount requested from the Energy Commission: $2,838,826

5. CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) COMPLIANCE

A. Is there documentation provided as an attachment to this application demonstrating the lead agency's compliance with CEQA? (See Attachment 4, CEQA Information for required documents.)

☒ Yes, go to B.

☐ No: Begin preparation of CEQA documentation. See requirements in the Program Opportunity Notice (see Attachment 4) before submitting application. Send environmental documents to the Energy Commission, Environmental Office during the CEQA public review period. Be sure to identify yourself as a loan applicant and the Energy Commission as a responsible agency.

B. Is CEQA compliance by the lead agency complete?

_X_ Yes, go to C. ___No

Send environmental documents to the Energy Commission, Environmental Office during the CEQA public review period. Be sure to identify yourself as a loan applicant and the Energy Commission as a responsible agency. If the public review period has closed, but the lead agency has not acted on the project, attach all relevant environmental documents to this application and provide anticipated date of lead agency action on the project:

Date: _____

C. What finding did the lead agency make? Measures funded by the loan are:

☐ Not a project. Describe why all measures to be funded by the loan are not CEQA projects, and provide analysis supporting the conclusion that the measures are not a project:

Attachment: Resolution_2022-519 (RES-2023-63 : Approve Amendment to State Energy Resources ECAA Loan Agreement)

☒ A project under CEQA, and is exempt: List applicable exemption:
__ Statutory (list code section): _____
_X_ Categorical (list section from CEQA Guidelines): 15301, 15303, 15311, 15329
Was a Notice of Exemption filed? ☐ No ☒ Yes
If yes, Date Filed: 11/10/2020

☐ A project under CEQA, and is not exempt. Applicant prepared the following environmental document:
__ Initial study + Negative Declaration
__ Initial study + Mitigated Negative Declaration
__ Environmental Impact Report
__ Other (describe)
Notice of Determination filed? ☐ No ☐ Yes Date Filed:
_____
Was a Statement of Overriding Considerations adopted? ☐ No ☐ Yes
If yes, date: _____

6. APPLICATION DOCUMENTS

Please include all of the following:

- ☒ Completed Loan Application (Attachment 1)
- ☒ Summary of Energy Measures (Attachment 2)
- ☒ Feasibility Study/Audit (may be submitted in a CD or flash drive)
- ☒ Utility Billing Data - Copies of 12-24 months of past energy data and rate schedules for electric, natural gas utilities, or other energy sources (unless utility billing data is included in the feasibility study).billing records from electric and gas utilities (unless included in the feasibility study).
- ☒ Signed Resolution or Documentation on of Applicant's Authority to enter into the loan agreement (see Attachment 3 for a sample Resolution)
- ☒ CEQA Compliance Documentation (see Attachment 4 for more information)

Attachment: Resolution_2022-519 (RES-2023-63 : Approve Amendment to State Energy Resources ECAA Loan Agreement)

7. CERTIFICATION

To the best of my knowledge and belief, I certify:

- The information in this application is correct and complete.
- By signing this application, applicant is eligible to receive state funding under all applicable laws, including but not limited to Chapter 2.8 "Project Labor Agreements", Part 1, of Division 2 of the Public Contract Code.
- By signing this application, applicant does not intend to close or otherwise dispose of the building within the simple payback.
- I have read, understand, and do hereby accept the loan agreement terms, and, further, I am willing to enter into an agreement with the Energy Commission according to the terms offered and will timely sign loan documents if the application is funded.

Name of Authorized Representative: Dallin Kimble		
Title: CAO		
Signature of Authorized Representative: 7DCEB04589D Jay D Kimble ZorroSign		
Date: 09/22/2022	Phone: 209 966-3222	Email: dkimble@mariposacounty.org

For Assistance:
Email: PubProg@energy.ca.gov
(855) 279-6280
(916) 654-4104

Approved as to Legal Form:
7DCEB045893
Steven W. Dahlem ZorroSign
Steven W. Dahlem, County Counsel

Attachment: Resolution_2022-519 (RES-2023-63 : Approve Amendment to State Energy Resources ECAA Loan Agreement)

MARIPOSA COUNTY

Public Works · 209-966-2498

RESOLUTION - ACTION REQUESTED 2022-519

MEETING: September 13, 2022

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works & Transportation

RE: California Energy Commission Revised ECAA Loan Application

---

RECOMMENDATION AND JUSTIFICATION:
Adopt a Resolution Authorizing the County Administrative Officer to complete and submit all necessary documents and application to the California Energy Commission (CEC) Energy Conservation Assistance Act (ECAA) Loan Program and Related California Environmental Quality Act (CEQA) Determination for new documents; and Authorize the Board of Supervisors Chair to Sign the Resolution.

The new documents will revise the original scope of work removing the Government Center parking solar structure and adding new solar to the Hall of Records and Library. The original project called for a solar structure to placed in the parking lot area of the Government Center and after further review it was determined that the MPUD water and sewer mains were located in the area of construction making the area unusable.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board of Supervisors discussed this item on February 11, 2020, and directed staff to move forward with SiteLogIQ on designing the best project for Mariposa County. A pilot project was presented to the Board on October 27, 2020 and staff was again directed to continue moving forward.

On November 24, 2020 Resolution 2020-690 the Board approved a Resolution to secure financing for a solar project for various buildings and areas owned by the County.

On June 22 , 2021 Resolution 2021-376 the Board approved a Loan Agreement with SiteLogIQ.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve, the requested changes will not move forward.

FINANCIAL IMPACT:
No Financial Impact

ATTACHMENTS:
Loan Application (PDF)

REF ID# 13321

Attachment: Resolution_2022-519 - Letter for Loan Amendment (RES-2023-63 : Approve Amendment to State Energy Resources ECAA Loan

Notice of Exemption-Solar (PDF)
Resolution-Site Logic (DOCX)
Resolution 2020-690 Solar (PDF)

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

Attachment: Resolution_2022-519 - Letter for Loan Amendment (RES-2023-63 : Approve Amendment to State Energy Resources ECAA Loan

MARIPOSA COUNTY RESOLUTION NO. 22-519

RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATIVE OFFICER TO SUBMIT AN AMENDED LOAN APPLICATION FOR THE CEC ECAA LOAN PROGRAM AND RELATED CEQA DETERMINATION FOR ENERGY-EFFICIENT IMPROVEMENTS WITHIN THE COUNTY

WHEREAS, on November 24, 2020, the Mariposa County Board of Supervisors approved Resolution No. 020-690 authorizing the County Administrative Officer to submit an application for the California Energy Commission ("CEC") Energy Conservation Assistance Act ("ECAA") loan program and related California Environmental Quality Act ("CEQA") determination; and

WHEREAS The Board OF Supervisors desires to submit an amended loan application for the purpose of removing the Government Center from the project and adding the Library and the Hall of Records to the project.

NOW, THEREFORE, BE IT RESOLVED by the Mariposa County Board of Supervisors that the County Administrative Officer is hereby authorized to submit an amended application for the CEC ECAA loan program; and

NOW, THEREFORE, BE IT FURTHER RESOLVED that the Board of Supervisors finds this project to be exempt from the California Environmental Quality Act (CEQA) pursuant to a Categorical Exemption, Sections 15301, 15303, 15311 and 15329 CEQA Guidelines. The Board directs staff to file a Notice of Exemption with the County Clerk.

PASSED AND ADOPTED by the Mariposa County Board of Supervisors this 13th day of September 2022 by the following vote:

AYES: SMALLCOMBE, LONG, FORSYTHE, MENETREY
NOES: NONE
ABSENT: NONE

Rosemarie Smallcombe, Chair
Mariposa County Board of Supervisors

ATTEST:

Danielle Y. Bondshu
Clerk of the Board

APPROVED AS TO FORM:

Steven W. Dahlem
County Counsel/Risk Manager

Attachment: Resolution_2022-519 - Letter for Loan Amendment (RES-2023-63 : Approve Amendment to State Energy Resources ECAA Loan

Mariposa County Board of Supervisors

District 1 ... ROSEMARIE SMALLCOMBE
District 2 ..... VACANT
District 3 ..... MARSHALL LONG
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

October 17th ,2022

County of Mariposa
Dallin Kimble, County Administrative Officer
4639 Ben Hur Rd
Mariposa, Ca 95338

Marites Antonio
California Energy Commission
1516 Ninth Street
Sacramento, CA 95814

Re: ECAA-1% Loan amendment Request

Dear Ms. Antonio,

I am writing to request an amendment for our loan. Since the Government Center carport could not be built due to pre-existing utility easements, we'd like to instead build two rooftop solar systems for the County Library and Hall of Records buildings.

After discussing with SitelogIQ, we do not believe that we will need to extend the project completion date past the approved date of June 30th, 2023

Current % of completed work:

Lighting	99%
Solar	85%

Work completed to date:

- Lighting project 98.75% Complete. 7 of 8 sites 100% complete. Small punchlist items remaining.
- Rec Center, Landfill, Jail, and Public Works solar projects 100% complete – 10/10/22
- Museum Solar – Construction complete. Awaiting PTO -10/10/22

Work left to complete:

- Remaining small Lighting project punchlist items
- Awaiting final inspection and PTO for Museum Solar project
- Both Library and Hall of Records rooftop solar projects

Please feel free to contact me should you have any questions regarding this request.

Sincerely,

Dallin Kimble, County Administrative Officer
Mariposa County

Attachment: Resolution_2022-519 - Letter for Loan Amendment (RES-2023-63 : Approve Amendment to State Energy Resources ECAA Loan

RES. NO. 21-376

STATE OF CALIFORNIA
LOAN AGREEMENT
CEC-142 (05/10)

CALIFORNIA ENERGY COMMISSION

BORROWER	AGREEMENT NUMBER
County of Mariposa	**003-20-ECI**
ADDRESS 5100 Bullion St Mariposa, CA 95338	AGREEMENT TERM 05/12/2021 to 06/30/2022 The effective date of this Agreement is the date the California Energy Commission signs the Agreement. No work is authorized, or shall begin until the California Energy Commission signs the Agreement. See the signature date below for effective start date.

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

Exhibit A – Energy Conservation Assistance Act Loan Agreement	Page(s): 09
Exhibit A – Attachment 1 – Budget Detail/Project Cost and Savings	Page(s): 02
Exhibit B – Promissory Note	Page(s): 03
Exhibit B – Attachment 1 – Estimated Amortization Schedule	Page(s): 02
Exhibit C – Contacts	Page(s): 01

REIMBURSABLE AMOUNT	$ 2,838,826
MATCH SHARE	$ 0
TOTAL	$ 2,838,826

The undersigned parties have read the attachments to this agreement and will comply with the standards and requirements contained therein.

CALIFORNIA ENERGY COMMISSION		RECIPIENT	
AUTHORIZED SIGNATURE Adrienne Winuk Digitally signed by Adrienne Winuk Date: 2021.08.12 08:52:58 -07'00'	DATE	AUTHORIZED SIGNATURE Marshall Long	DATE 8-03-2021
NAME Adrienne Winuk	PHONE	NAME Marshall Long, Chair	PHONE 209-966-3222
TITLE Contracts, Grants and Loans Office Manager			
CALIFORNIA ENERGY COMMISSION ADDRESS 1516 9th Street, MS-18, Sacramento, CA 95814			

APPROVED AS TO FORM:
Steven W. Dahlem
STEVEN W. DAHLEM
COUNTY COUNSEL

Attachment: FinalDistribution 003-20-ECI (RES-2023-63 : Approve Amendment to State Energy Resources ECAA Loan Agreement)

MARIPOSA COUNTY

Administration · 966-3222

RESOLUTION - ACTION REQUESTED 2023-64

MEETING: February 7, 2023

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Robinson Real Property Sale

RECOMMENDATION AND JUSTIFICATION:
Declare 0.04 Acres of Real Property at Assessor Parcel Number (APN) 011-152-005 in Hornitos to be Surplus to the Needs of the County; Approve an Agreement to Sell Real Property at APN 011-152-005 ($1,250); and Authorize the Board of Supervisors Chair to Sign the Agreement and Grant Deed.

The property at APN 011-152-005 divides two properties owned by Mr. Garry Robinson. Although the property is a road on paper, it has never been developed and is unlikely to be developed in the foreseeable future. Mr. Robinson has requested to purchase the property to secure contiguous ownership of land from his well to his home.

Finding no public purpose for the County to continue owning this site, staff recommends approval of this item.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
Sale of surplus real property is governed by California Government Code Sections 25520 - 25539.10. However, Section 25526.5 specifically allows the Board to sell surplus property valued at $25,000 or less by a simple transaction and without compliance to the remaining sections.

In 1972, the California State Legislature disincorporated the town of Hornitos. As part of the disincorporation, all town property was transferred to the County of Mariposa.

While no recent actions of the Board apply directly to this transfer, similar actions include selling 0.04 acres in Bear Valley for $1,242 in April 2021, accepting a quitclaim deed from Sally Cheatham for the firehouse lot in Hornitos in February 2022, accepting a quitclaim deed for the schoolhouse property in Hornitos in January 2023, and conveying the schoolhouse property in Hornitos to the Hornitos Historical Society at no cost in January 2023.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve. The property will not be sold to Mr. Robinson and staff may need

additional direction about how to proceed.

ATTACHMENTS:
Hornitos - Robinson Purchase and Sale Agreement (PDF)
Exhibit A - Lot 63 Final 120222 (PDF)
Robinson Grant Deed (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

AGREEMENT FOR THE PURCHASE AND SALE OF REAL PROPERTY

This Agreement for the Purchase and Sale of Real Property ("Agreement"), dated for reference purposes only February 7, 2023, is entered into by and between the County of Mariposa, a subdivision of the State of California ("Seller"), and Garry Robinson ("Buyer"), and is predicated on the following facts:

RECITALS

Seller is the owner of certain real property consisting of approximately 0.04 acres located in the Hornitos area of Mariposa County, California, commonly known as Mariposa Assessor's Parcel Number 011-152-005, as described more fully in Exhibit "A" attached hereto ("the Property").

On the terms, conditions and provisions set forth in this Agreement, Buyer desires to purchase, and Seller desires to sell to Buyer, the above-listed real property. Seller no longer requires the Property for future public use. Buyer and Seller have entered into this Agreement voluntarily as a negotiated transaction for the Buyer to acquire and for the Seller to sell the Property.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, Seller and Buyer agree as follows:

1. **PURCHASE AND SALE.**

   Seller agrees to sell, convey, and transfer all of Seller's rights, title, and interest in and to the Property, including any easements and rights appurtenant thereto, and Buyer agrees to purchase and accept the Property, upon the terms and conditions herein contained.

2. **TRUTH OF RECITALS.**

   The parties agree that all recitals are true.

3. **EFFECTIVE DATE.**

   This Agreement is effective upon execution by the parties hereto.

4. **PURCHASE PRICE.**

   A. The purchase price for the property shall be one thousand two hundred and fifty dollars ($1,250).
   B. Seller agrees to pay any fees associated with recording this transaction.
   C. The purchase price shall be payable in full in the form of a cashier's check upon the execution of this Agreement.

Attachment: Hornitos - Robinson Purchase and Sale Agreement (RES-2023-64 : Robinson Real Property Sale)

5. **TITLE AND TRANSFER.**

A. The Property shall be conveyed to Buyer from Seller by a grant deed ("Grant Deed"), subject only to:

i. All applicable laws, ordinances, rules and governmental regulations (including, but not limited to, those relative to building, zoning and land use) affective the development, use, occupancy or enjoyment of the Property.

B. The Grant Deed will be recorded within three (3) business days of the execution of this Agreement and receipt of payment.

6. **WARRANTIES.**

A. Seller's Representations and Warranties. Seller represents and warrants as provided in this Section 6.A. The representations and warranties of Seller contained in this Agreement are made as of the date hereof and as of the effective date and shall, except as herein expressly provided to the contrary, survive the completion of this transaction.

i. Authority: The execution and delivery of this Agreement and the consummation of the transaction thereof, will be duly authorized and approved by all requisite actions and no other authorizations or approvals, whether by governmental bodies or otherwise, will be necessary to enable Seller to enter into or perform this Agreement.

ii. Binding Effect of Documents: This Agreement and the other documents to be executed by Seller hereunder, upon execution and delivery thereof by Seller, will have been duly entered into by Seller, will constitute valid, legal, and binding obligations of Seller and will be enforceable against Seller in accordance with their terms, subject to bankruptcy, insolvency, and similar laws affecting generally the enforcement of creditors rights.

iii. Seller's Warranty Regarding Authorization: Seller warrants that the party or parties executing this Agreement on their behalf are duly authorized to do so and the execution and performance of this Agreement has been duly and validly authorized by all necessary partnership, corporate, government, or other necessary action.

iv. Hazardous Materials: Seller warrants that to its knowledge, there are no environmental, geological, or other hazards known to it that would make the Property unsuitable for the purposes described in the Recitals above.

Attachment: Hornitos - Robinson Purchase and Sale Agreement (RES-2023-64 : Robinson Real Property Sale)

B. Buyers Representations and Warranties. Buyer represents and warrants as provided in this Section 6.B. The representations and warranties of Buyer contained in this Agreement are made as of the date hereof and as of the effective date and shall survive the completion of this transaction.

i. Authority: Buyer has the legal right, power and authority to enter into this Agreement and to consummate the transactions contemplated hereby, and the execution, delivery and performance of this Agreement and no other action by Buyer is requisite to the valid and binding execution, delivery and performance of this Agreement.

ii. Binding Effect of Documents: This Agreement and the other documents to be executed by Buyer hereunder, upon execution and delivery thereof by Buyer, will have been duly entered by Buyer, will constitute valid, legal, and binding obligations of Buyer, and will be enforceable against Buyer in accordance with their terms, subject to bankruptcy, insolvency, and similar laws affecting generally the enforcement of creditors rights.

7. **CONDITION AND INSPECTION OF PROPERTY.**

A. Buyer acknowledges that it has made or will make its own inspection of the Property and its acreage, physical, environmental and economic characteristics and conditions, and approves and waives any and all objections to its acreage, physical, environmental and economic characteristics and conditions, whether or not disclosed by such inspection. Buyer represents and warrants that Buyer is familiar with the Property and is relying, except as to matters specifically warranted or required to be disclosed by Seller herein, solely upon its own inspection, investigation, and analysis of the Property.

B. Any and all reports, plans, soils, and environmental reports and other information ("Plans") which may be given to Buyer by Seller have been given without consideration as an accommodation to Buyer and shall remain the property of Seller. Buyer may retain a copy and provide a copy to potential purchasers.

C. Buyer acknowledges that, except as to the matters specifically warranted by Seller herein, neither Seller nor any of its employees, agents, officers, representatives, or any other person acting on behalf of Seller, has made any representations, warranties or agreements by or on behalf of Seller as to any matters concerning the Property or the suitability of the Property or the plans for Buyer's intended use.

D. Any agreements, warranties, or representations not expressly contained herein shall in no way bind Seller. Buyer expressly waives any and all claims for

Attachment: Hornitos - Robinson Purchase and Sale Agreement (RES-2023-64 : Robinson Real Property Sale)

damages by reason of any statement, representations, warranties, promise, covenant, if any, not contained in this Agreement. The provisions of this Section shall survive the completion of this transaction.

8. **LIMITATIONS ON WAIVER.**

The provisions of this Agreement may only be waived if the waiver is in writing and is signed by the party making the waiver. No delay or omission in exercising any right under this Agreement shall operate as a waiver of the right of any further provision. No waiver of any particular provision of this Agreement shall be treated as a waiver of any other provision, and no waiver shall be deemed a continuing waiver or a waiver of a subsequent breach or default.

9. **NO INTERPRETATION AGAINST DRAFTER**.

The provisions of this Agreement shall be interpreted in a reasonable manner to affect the purposes of the parties to this Agreement. Hence, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits thereto.

14. **NO REPRESENTATION OF TAX CONSEQUENCES.**

Buyer and Seller have not made and are not making any representations to the other concerning any of the tax effects of the transactions provided for in this Agreement. Buyer and Seller shall not be liable for or in any way responsible to the other because of any tax effect resulting from the transactions provided for in this Agreement.

15. **AMBIGUITIES.**

Buyer and Seller each warrant to each other that each is a sophisticated owner of real property, and that each is familiar and experienced with the sale, purchase, and ownership of real property. Seller and Buyer agree that all of the terms and conditions of this Agreement between the parties hereto are stated herein and no representations or inducements have been made to Seller by Buyer or to Buyer by Seller other than those expressly set forth herein. Both Buyer and Seller expressly warrant to each other that all of the terms and conditions contained herein have been fully explained and are understood by both Buyer and Seller, and that there are no ambiguous terms contained herein, and that the terms, conditions, obligations, rights, and duties of both Buyer and Seller are fully understood by each of the parties hereto. No other agreement or understanding, whether signed or not, shall have any force or effect with regard to the Property.

It is further understood and agreed by the parties hereto that this Agreement and the attached Exhibit "A" embody the full and complete terms of the parties' agreement in regard to the subject property herein described, and as such, this Agreement is

Attachment: Hornitos - Robinson Purchase and Sale Agreement (RES-2023-64 : Robinson Real Property Sale)

intended by the parties and does, in fact, set forth the parties' final expression of their agreement, and as such, this constitutes an integrated agreement as is intended by the parties hereto and, in fact, does constitute their intention to supersede any and all oral and/or written prior or contemporaneous agreements, and this Agreement constitutes the final, complete, and exclusive embodiment of the agreement of the parties hereto.

16. **TIME.**

Time is of the essence in this Agreement and each and every provision wherein time of performance is a factor.

17. **COOPERATION.**

The parties hereto agree to cooperate in executing any other or further documents appropriate or necessary to carry out the provisions of this Agreement.

18. **LAW.**

This Agreement shall be governed by the laws of the State of California.

19. **HEADINGS AND MEANINGS OF WORDS.**

The subject headings have been inserted in this Agreement for convenience only and should not be used to alter or interpret the content of this Agreement. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural and vice-versa, unless the context requires otherwise. The words "herein", "hereof", "hereunder", and other similar compounds of the word "here" when used in this Agreement shall refer to the entire Agreement and not to any particular provision or section unless so specified. If the last day of any time stated herein shall fall on a Saturday, Sunday, or legal holiday, then the duration of such time shall be extended so that it shall end on the next succeeding day, which is not a Saturday, Sunday, or legal holiday. Unless otherwise specified, the word "day" shall mean a calendar day. The invalidity, illegality, or unenforceability, of any provision contained in this Agreement shall not affect or render invalid, illegal, or unenforceable the remainder of this Agreement.

20. **BINDING EFFECT; SUCCESSORS AND ASSIGNS.**

This Agreement and all representations or covenants contained herein shall constitute binding continuing obligations between the parties and, with the exception of agreements to be performed after the effective date, shall not be binding, insofar as applicable, beyond the effective date provided for herein and the transfer of ownership of the Property. This Agreement shall inure to the benefit of, and shall be binding upon the parties hereto, their heirs, personal representatives

Attachment: Hornitos - Robinson Purchase and Sale Agreement (RES-2023-64 : Robinson Real Property Sale)

and successors in interest, executors, administrators, personal representatives, and assigns.

21. **LEGAL CHALLENGES.**

Should any part, term, or provision of this Agreement be decided by a court of competent jurisdiction to be illegal, unenforceable, or in conflict with the laws of the State of California or the United States of America, then such judgment shall not affect, impair, or invalidate the remainder of this Agreement.

22. **POSSESSION.**

Possession of the Property shall be delivered to Buyer by Seller upon receipt of payment as herein disclosed on the effective date.

23. **SURVIVAL.**

All agreements contained herein to be performed after the closing date shall survive the delivery and recordation of the Grant Deed and the closing of the purchase and sale.

24. **EXHIBITS.**

The attached Exhibit is incorporated herein.

25. **SPECIFIC PERFORMANCE.**

This is an agreement for the sale and purchase of real property and may be specifically enforced by the parties. This shall not preclude the parties from electing to pursue any other legal remedies available to them in the event this Agreement is breached.

26. **ATTORNEY'S FEES.**

In the event that any party hereto shall commence any legal action or proceeding, including but not limited to an action for declaratory relief, against any other party or parties to this Agreement by reason of the alleged failure of one or more of the parties hereto to perform or keep any term, covenant, or condition of this Agreement to be performed the party and/or parties prevailing in said action or proceeding shall be entitled to recover such party's or parties' reasonable attorney's fees and costs, including attorney's fees and costs on appeal, if any. In the event suit does not proceed to final judgment, the Superior Court of the State of California, in and for the County of Mariposa, or such other court of competent jurisdiction, proper under the laws of the State of California, may be requested to determine who is the prevailing party and what sum constitutes "reasonable attorney's fees."

Attachment: Hornitos - Robinson Purchase and Sale Agreement (RES-2023-64 : Robinson Real Property Sale)

27. **NOTICES.**

Any notice, demand, payment, or other communication required or permitted to be given by any provision of this Agreement shall be deemed to be sufficiently given or served if delivered personally to the party to whom the same is to be delivered or upon receipt when sent by registered or certified mail, postage fully prepaid, addressed as follows:

TO SELLER:

County Administrative Officer
5100 Bullion Street
P.O. Box 784
Mariposa, CA 95338

TO BUYER:

Garry Robinson
P.O. Box 357
Hornitos, CA 95325

28. **AMENDMENTS.**

All modifications of or extensions to this Agreement shall be in writing, signed by both Buyer and Seller.

29. **COUNTERPART EXECUTION.**

Subject only to delivery to each party of a copy of each such counterpart, this Agreement may be executed in one or more counterparts, each of which independently shall have the same effect as if it were the original, and all of which taken together shall constitute one and the same Agreement.

30. **REAL ESTATE COMMISSION OR FEES.**

Each party represents to the other that it has not employed any brokers or finders in connection with the purchase and sale of the Property and each party shall indemnify, defend, and hold the other party harmless from any action or claim (including reasonable attorney's fees and court costs) arising out of any such third party claiming any commission or fee or other compensation due to the statement, representation, or agreement made by the indemnifying party in a claimed agreement by either party to pay any commission, finders fee or other compensation to any third party in connection with this transaction.

Attachment: Hornitos - Robinson Purchase and Sale Agreement (RES-2023-64 : Robinson Real Property Sale)

31. **NOT AN OFFER.**

This Agreement shall not be binding upon either Buyer or Seller unless and until this Agreement has been fully executed by both Buyer and Seller and a copy thereof delivered to Seller.

32. **FORCE MAJEURE.**

Each party's obligations hereunder shall be extended (i) by the acts, omissions, delays, or neglect of the other party, any employees or agents of the other party, any contractor employed by the other party and any subcontractor, employee or agent of such contractor employed by the other party, (ii) by acts of God, (iii) by climatic conditions, including without limitation any time periods for which either party's work or any part thereof is stopped or delayed due to rain or other weather problems, (iv) by unavoidable casualties, (v) by labor disputes beyond the parties' control, (vi) by shortages or unavailability of materials beyond the parties' control, (vii) by any act, omission, neglect, or delay by a governmental agency; or (viii) by any other causes beyond the parties' control (collectively, "Force Majeure Event") for the time period equal to such delay.

IN WITNESS WHEREOF, the parties hereto have executed this the day and year first above written.

BUYER:

Garry Robinson

SELLER:

Miles Menetrey, Chair
Mariposa County Board of Supervisors

ATTEST:

Danielle Bondshu
Clerk of the Board

APPROVED AS TO FORM:

Steven W. Dahlem
County Counsel

Attachment: Hornitos - Robinson Purchase and Sale Agreement (RES-2023-64 : Robinson Real Property Sale)

EXHIBIT A

(APN 011-152-005)

A tract of land situated in a portion of the Town of Hornitos, within a portion of the North half (N 1/2), Section 17, Township 5 South, Range 16 East, M.D.M. Mariposa County, State of California, said tract of land being more particularly described as follows:

Lot 63 of Block Six, as said Lot 63 is delineated on that certain map entitled "Record of Survey for Mariposa County", prepared by the Mariposa County Surveyor, filed May 30, 1979 in the Book of Maps at Page 2030, Mariposa County Records, said Lot 63 also being delineated on that certain map entitled "Map of the Town of Hornitos", surveyed by S.J Harris, signed December 6th, 1898 and filed for Record December 20th 1898, currently filed as Map No. 214, Mariposa County Records.

The above described tract of land contains 0.04 acres, more or less, as delineated on said Map No. 2030, and is subject to any rights-of-way or easements of record or legally acquired.

Prepared by:

Russell A Marks

Dated: 12/02/22

Russell A. Marks, PLS No. 6377

Mariposa County Surveyor

PROFESSIONAL LAND SURVEYOR
RUSSELL A. MARKS PLS6377
368
STATE OF CALIFORNIA

Attachment: Exhibit A - Lot 63 Final 120222 (RES-2023-64 : Robinson Real Property Sale)

RECORDING REQUESTED BY:

Garry Robinson

WHEN RECORDED MAIL TO:

Garry Robinson

Post Office Box 357

Hornitos, CA 95325

Space Above This Line Reserved for Recorder's Use

APN 011-152-005

GRANT DEED

The undersigned grant(s) to Mr. Garry Robinson all that real property situated in Mariposa County, California, described as attached in Exhibit 'A' and incorporated herein by reference.

Witness my hand this __ day of __, 20__.

_____

Miles Menetrey, Board Chair
County of Mariposa

Attachment: Robinson Grant Deed (RES-2023-64 : Robinson Real Property Sale)

MARIPOSA COUNTY

Auditor · (209) 966-7606

RESOLUTION - ACTION REQUESTED 2023-65

MEETING: February 7, 2023

TO: The Board of Supervisors

FROM: Luis Mercado, Auditor

RE: Change of Allocation from Account Tech I/II to Senior Account Clerk 70% in Auditors Office

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RECOMMENDATION AND JUSTIFICATION:
Approve replacing the Accounting Technician I/II position with an Senior Account Clerk 70% Permanent Part-Time Allocation in the Auditor's Office effective February 6th 2023.

The Auditor's office has a vacant accounting technician I/II allocation which needs to be filled. New hires will likely be better suited for the senior account clerk position, which is junior to the accounting technician position. The Auditor's office requests that the accounting technician I/II be replaced by a 70% permanent part-time allocation of the senior account clerk.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
Resolution 2022-390: Approved Employee Allocation Schedule for Fiscal Year 2022-2023.

It is typical of the Board to review and possibly approve the addition and removal of position allocations.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
The Auditors Office could fill the allocation at a higher level, as is currently approved, which will incur additional unneccesary costs to the general fund.

FINANCIAL IMPACT:
General Fund salary savings less than $10,000 in the current fiscal year and $20,000 - $34,000 per annum thereafter.

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# 13790

MARIPOSA COUNTY

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

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

ACTION SUMMARY MINUTES

January 11, 2023

SPECIAL MEETING

A. 1:18 PM Called to Order

Attendee Name	Title	Status	Arrived
Danette Toso	District III Supervisor	Present	1:15 PM
Shannon Poe	District II Supervisor	Present	1:15 PM
Rosemarie Smallcombe	District I Supervisor	Present	1:15 PM
Wayne Forsythe	District IV Supervisor	Present	1:15 PM
Miles Menetrey	District V Supervisor	Present	1:15 PM

B. Pledge of Allegiance

Chair Smallcombe led the pledge.

C. Regular Agenda

1. **Sheriff's Office RES-2023-1**

Adopt a Resolution Ratifying the January 5, 2023 Proclamation by the Director of Emergency Services of the County of Mariposa, State of California, Proclaiming the Existence of a Local Emergency

Jeremy Briese/Sheriff introduced the item noting on December 27th, 2022, the County was impacted by an atmospheric river event in which 15.1 inches were accumulated Countywide, and 19.6 inches were accumulated in the Oak Fire burn scar. Sheriff Briese expressed how proud he was of his team and County partners. He noted there were two deaths, road damage, and property damage caused by this event, along with 5300 homes that experienced electrical outages. Sheriff Briese reminded the public to follow the media outlets from the Sheriff's office as well as sign up for Mariposa Alerts and Everbridge. Sheriff Briese also noted that his team has been assisting Merced County. Supervisor Forsythe noted that the Superintendent of Schools called and said expressed that the collaboration with the Sheriff and other County departments had been excellent. In response to a question from Chair

Minutes Acceptance: Minutes of Jan 11, 2023 1:15 PM (Approval of Consent Agenda (Items designated by "CA"))

Smallcombe, Sheriff Briese confirmed that 19.6 inches of rain were received in the Oak Fire burn scar and gave a shoutout to Hanford Weather Service for their collaboration. In response to another question from Chair Smallcombe, Sheriff Briese noted that the remediation done in the burn scar prepared us as well as we could have been but with the amount of water received, there still was damage reported.

Shannon Hansen/Public Works Director thanked her staff for kicking butt, working night and day, and with limited staff and resources. She noted emergency repairs were underway, and some of the emergency repairs would wrap up that week. She also noted that all permanent repairs would begin the coming spring. Director Hansen announced to the Board and listening public that Allred Road was a full washout and the repairs would be completed in a few days, Oak Road Bridge was closed, and they have a plan but have to wait for the water to recede; Worman Road was a full wash out and should be repaired the following Friday. She thanked the public for reaching out and encouraged them to continue. She noted her department oversees 560+ miles of roads which include thousands of culverts and having the public eyes are helpful. Supervisor Poe, on behalf of District Two, thanked the roads crew for their work as he saw them out at 4:00 AM and they were still working at noon.

Sheriff Briese noted the proclamation is to receive reimbursement funding for damages which is currently estimated at $3 million.

Wes Smith/OES Coordinator expounded on Chair Smallcombe's second question noting eight areas were identified in the Watershed Emergency Response Team (WERT) and the measures made for those areas help. He noted that given the closeness to the Oak Fire, no erosion measure would be 100% effective. He also noted they worked with Brian Mattos and Cal OES Erosion whom both expressed that our county had done everything they could and it was now in mother nature's hands.

Dallin Kimble/County Administrative Officer noted that for a State Proclaimed Emergency, under the California Disaster Assistance Act (CDAA) the State pays 75%, and the County's share is generally 25% with a 10% share for administrative costs. He noted we get roughly 82.5% of our cost reimbursed. Mr. Kimble noted when there is a presidential declaration, and the Federal Emergency Management Agency (FEMA) gets involved, they pay 75% of our cost, CDAA will also pay 75% of what is left we generally pay 6%. He noted the declarations and proclamation have significant implications for repairs. Regarding a question from Supervisor Forsythe, Mr. Kimble noted the County does have to pay for the repairs; then we submit the invoices for reimbursement which could take 60-90 days. Shannon Hansen answered a second question for Supervisor Forsythe noting all bridges that were damaged in the 2017-2018 floods fared well except the Oak Road Bridge which sustain some damage. Mr. Kimble noted to the listening public that there is not much support that the County can give to private roads and bridges. He also noted that sometimes FEMA and/or CDAA will give grants for damage done to private roads and bridges and stated if that occurs, messaging will be done to get the word out to the public.

No public comment.

Supervisor Menetrey noted he does not believe that public members realize the effort County staff had put into this emergency. He noted that will nearly 20 inches of rain in the burn scar, over 500 miles of roads, thousands of culverts, and our Public Works staff woefully understaffed, this was a team effort that was impressive. He also thanked Liz Darcy/Public Information Officer for her part in pushing out important information to the public.

Minutes Acceptance: Minutes of Jan 11, 2023 1:15 PM (Approval of Consent Agenda (Items designated by "CA"))

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

D. Adjournment

1:50 PM Chair Smallcombe adjourned the meeting.

Respectfully submitted,

Danielle Bondshu
Clerk of the Board

Rosemarie Smallcombe
Chair, Board of Supervisors

Minutes Acceptance: Minutes of Jan 11, 2023 1:15 PM (Approval of Consent Agenda (Items designated by "CA"))

MARIPOSA COUNTY

Board of Supervisors · (209) 966-3222

MEETING: February 7, 2023

TO: The Board of Supervisors

FROM: Miles Menetrey, District V Supervisor

RE: American Heart Month & Wear Red Day

RECOMMENDATION AND JUSTIFICATION:
Proclaim the Month of February 2023 as "American Heart Month", and February 3, 2023, as "Wear Red Day" (Board Chair).

The first American Heart Month, which took place in February 1964, was proclaimed by President Lyndon B. Johnson via Proclamation 3566 on December 30, 1963. By joint resolution on that same date, Congress requested the President to annually issue a proclamation designating February as American Heart Month.

While American Heart Month is now a federally designated month in the United States, it is important to realize that cardiovascular disease knows no borders and could strike any of us or our family members at a moment's notice. Consequently, it is an ideal time to highlight community partners and events that focus on the issue.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

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

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Do not approve, and miss the opportunity to highlight an important issue.

ATTACHMENTS:
Anerican Heart Month (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

THE MARIPOSA COUNTY BOARD OF SUPERVISORS PROCLAIMS THE MONTH OF FEBRUARY 2023, AS "AMERICAN HEART MONTH" AND FEBRUARY 3, 2023, AS "WEAR RED DAY"

WHEREAS, diseases of the heart, which are often preventable, are the nation's leading cause of death with strokes being the fourth-leading cause of death; and

WHEREAS cardiovascular disease kills 2,300 Americans each day, an average of 1 death every 38 seconds; and

WHEREAS cardiovascular diseases are the No. 1 killer of women in the United States, killing one woman almost every 80 seconds; and

WHEREAS, about 80 percent of cardiovascular diseases can be prevented by controlling risk factors for heart disease such as blood pressure, smoking, and cholesterol; and

WHEREAS all individuals are encouraged to commit to making physical activity and healthy eating a priority to improve heart health; and

WHEREAS the American Heart Association encourages all people to take charge of their heart health by knowing their total cholesterol, HDL (good) cholesterol, blood pressure, blood sugar, and body mass index; and

WHEREAS, by increasing awareness, speaking out about heart disease, and empowering each other to reduce our respective risk for cardiovascular diseases, thousands of lives can be saved each year.

NOW, THEREFORE, BE IT RESOLVED, that the Mariposa County Board of Supervisors hereby proclaims February 2023 as "American Heart Month," and February 3, 2023, as "Wear Red Day" to emphasize the importance of the ongoing fight against heart disease, and urges all residents to show their support for the fight against heart disease.

PASSED AND ADOPTED by the Mariposa County Board of Supervisors this 7 day of February, 2023, by unanimous vote.

ROSEMARIE SMALLCOMBE, District I Supervisor

WAYNE FORSYTHE, District IV Supervisor

SHANNON POE, District II Supervisor

MILES MENETREY, District V Supervisor

DANETTE TOSO, District III Supervisor

Attachment: American Heart Month (2023-11 : American Heart Month & Wear Red Day)

MARIPOSA COUNTY

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

MEETING: February 7, 2023

TO: The Board of Supervisors

FROM: Danielle Bondshu, Clerk of the Board

RE: Appoint Timothy Bennett to the Behavioral Health Board

RECOMMENDATION AND JUSTIFICATION:
Appoint Timothy Bennett to the Behavioral Health Board for a Term Expiring on February 7, 2026.

These membership appointments come to the Board of Supervisors at the recommendation of the Behavioral Health Board (BHB) per vote during the August 3, 2022 BHB meeting. Under the BHB by-laws, approved by Board of Supervisors Resolution 17-340, the BHB may recommend appointments to the Board of Supervisors. The BHB is recommending reappointments of both members to their board.

According to the Welfare and Institutions Code, the BHB shall consist of not less than five (5) and no more than fifteen (15) members, with representation from various economic, social, and occupational groups, and persons who have received mental health treatment. There are currently eight (8) members appointed to serve on this board. Vacancies for this board have been posted according to the Maddy Act and these appointees fit into one of the open membership categories.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
On May 16, 2017, the Board of Supervisors created the BHB with resolution 17-289. Initial member appointments were made subsequent to that time.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not appoint and leave the BHB with vacancies which may prevent it from functioning under its mandates.

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

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

RESOLUTION - ACTION REQUESTED 2023-66

MEETING: February 7, 2023

TO: The Board of Supervisors

FROM: Danielle Bondshu, Clerk of the Board

RE: Cancellation of February 14Th, 2023 Meeting

RECOMMENDATION AND JUSTIFICATION:

Cancel the February 14th, 2023, Board of Supervisors meeting.

Three Board members will not be in attendance at the February 14th meeting. They will be attending the National Association of Counties (NACo) Legislative Conference. The County Administrative Officer will also be in attendance at NACo.

With three Supervisors not in attendance this constitutes a lack of quorum.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board has approved the cancellation of Board meetings in the past.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

No alternative. Without three supervisors, the meeting would be cancelled for a lack of quorum the morning of the meeting which does not give proper notice to the public or County staff.

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# 13754

MARIPOSA COUNTY

County Counsel · (209) 966-3222

MEETING: February 7, 2023

TO: The Board of Supervisors

FROM: Steve Dahlem, County Counsel

RE: Appointments and Service Recognition to the Law Library Trustees Board

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RECOMMENDATION AND JUSTIFICATION:

Re-Appoint Casey Archer and Rhonda Scherf to the Law Library Trustees Board for a One Year Term Expiring on December 31, 2023; Recognize Janet Chase-Williams for her Service on the Law Library Trustees Board; and Appoint Matthew Johnson to the Law Library Trustees Board for a One Year Term Expiring on December 31, 2023.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Law Library Trustees is governed by California Business and Professions Code Sections 6300-6307 and Mariposa County Code Chapter 2.44. Membership of the Law Library Trustees is constituted as follows: both Judges of the Superior Court are to serve as ex-officio trustees; Chair of the Board of Supervisors is an ex-officio trustee; the District Attorney, County Counsel, President of the Local Bar Association, and up to two residents of the county who are not judges, members of the State Bar Association or members of the Board of Supervisors will serve as voting members.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION: The Board can choose not to appoint the two residents of the county to the Law Library Trustees.

ATTACHMENTS:
State and County Codes (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

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BUSINESS AND PROFESSIONS CODE - BPC

DIVISION 3. PROFESSIONS AND VOCATIONS GENERALLY [5000 - 9998.11] *(Heading of Division 3 added by Stats. 1939, Ch. 30.)*

CHAPTER 5. Law Libraries [6300 - 6363] *(Chapter 5 added by Stats. 1941, Ch. 452.)*

ARTICLE 1. Boards of Law Library Trustees [6300 - 6307] *(Article 1 added by Stats. 1941, Ch. 452.)*

6300. There is in each county of this State a board of law library trustees, which governs the law library established for the county under the provisions of this chapter.

(Added by Stats. 1941, Ch. 452.)

6301. (a) Except as otherwise provided by statute, a board of law library trustees is constituted as follows:

(1) In a county where there are no more than three judges of the superior court, each of those judges is ex officio a trustee. The judges may at their option select only one of their number to serve as a trustee, and in that event they shall appoint two additional trustees who are residents of the county or members of the State Bar.

(2) In a county where there are more than three judges of the superior court, the judges of that court shall elect either four or five of their number to serve as trustees.

(3) Any judge of the superior court who is an ex officio or elected member may, at the judge's option, designate a resident of the county or a member of the State Bar to act for the judge as trustee.

(4) The chair of the board of supervisors is ex officio a trustee, but the board of supervisors at the request of the chair may appoint a member of the State Bar, any other member of the board of supervisors of the county, or a resident of the county to serve as trustee in place of the chair. The appointment of the person selected in place of the chair of the board of supervisors shall expire when a new chair of the board of supervisors is selected, and that appointment shall not be subject to the provisions of Section 6302.

(5) The board of supervisors shall appoint as many additional trustees, who are members of the State Bar, as may be necessary to constitute a board of at least six and not more than seven members.

(b) No more than two law library trustees may be residents of the county who are not judges of the county, members of the State Bar, or members of the board of supervisors of the county.

(Amended by Stats. 2001, Ch. 52, Sec. 1. Effective January 1, 2002.)

6301.1. Notwithstanding Section 6301, in San Diego County the board of law library trustees shall be constituted, as follows:

(a) Up to five judges of the superior court, to be elected by and from the superior court judges of the county. Each superior court judge so elected shall serve a three-year term. In order to maintain overlapping terms, those judges holding office as of the date of unification of the municipal and superior courts of San Diego County shall remain in office until the expiration of their original terms.

(b) The board of supervisors shall appoint up to four attorneys resident in the county to the board of law library trustees, to serve overlapping three-year terms. In order to stagger the appointments, the board of supervisors shall, in January of 1997, appoint one attorney to a one-year term, one attorney to a two-year term, and one attorney to a three-year term; and as each term expires, the new appointee shall thereafter serve three-year terms. At least one attorney appointed pursuant to this subdivision shall be a member of the San Diego County Bar Association.

(c) In the event a trustee cannot serve a full term, the appointing authority for that individual shall appoint another qualified person to complete that term. Interim appointments may be made by the board of law library trus

Attachment: State and County Codes (2023-13 : Appointments and Service Recognition to the Law Library Trustees Board)

accordance with Section 6305.

(Amended by Stats. 2009, Ch. 332, Sec. 1.1. (SB 113) Effective January 1, 2010.)

6301.5. In any county where there are no more than three judges of the superior court, the board of supervisors, with the concurrence of the majority of the incumbent judges of the superior court, may reduce the number of law library trustees to not less than three members.

(Amended by Stats. 2001, Ch. 52, Sec. 2. Effective January 1, 2002.)

6302. Appointments of trustees which are to be made by the board of supervisors of the county shall be made at the first meeting of the board of supervisors after the establishment of a law library in the county, the appointees to serve until the first meeting of the board of supervisors in the succeeding January. The board shall, at any such meeting in each succeeding January, appoint such trustees to serve for the term of one year.

(Added by Stats. 1941, Ch. 452.)

6302.5. (a) Notwithstanding any other provision of law, in Los Angeles County appointments made by judges of the superior court shall be for a term of four years, and appointments made by the board of supervisors of the county shall be for a term of two years.

(b) The terms of no more than three judge-appointed members shall expire in the same year.

(c) The term of one member appointed by the board of supervisors shall expire each year.

(Amended by Stats. 2002, Ch. 784, Sec. 3. Effective January 1, 2003.)

6303. The office of trustee is honorary, without salary or other compensation.

(Added by Stats. 1941, Ch. 452.)

6304. Each board of law library trustees shall meet regularly each month on such day as it shall appoint, but if it appoint no day, it shall meet on the first Tuesday after the first Saturday of each month, and any board may meet at such other times as it may appoint, at a place to be designated for that purpose. The president of the board may call a special meeting at any time for the transaction of necessary business. A majority of the members constitutes a quorum for business, and an affirmative vote of a majority of the members is required to exercise the powers of the board.

(Amended by Stats. 1945, Ch. 1113.)

6305. A board of law library trustees may remove any trustee, except an ex officio trustee, who is absent from three consecutive meetings of the board, and may fill all vacancies that from any cause occur in the board.

(Amended by Stats. 2009, Ch. 332, Sec. 1.2. (SB 113) Effective January 1, 2010.)

6306. Each board shall appoint one of its number as president.

(Added by Stats. 1941, Ch. 452.)

6307. Each board shall elect a secretary, who shall keep a full statement and account of all property, money, receipts and expenditures, and shall keep a record and full minutes in writing, with the ayes and noes at length, of all proceedings of the board.

Under the secretary's hand, the proceedings may be verified by an official seal adopted and provided by the board for that purpose.

(Amended by Stats. 2009, Ch. 332, Sec. 1.3. (SB 113) Effective January 1, 2010.)

Attachment: State and County Codes (2023-13 : Appointments and Service Recognition to the Law Library Trustees Board)

2.44 Board Of Law Library Trustees

2.44.010 Reestablished And Reorganized
2.44.020 Membership
2.44.030 Meetings
2.44.040 Duties--Powers

2.44.010 Reestablished And Reorganized

The Mariposa County board of law library trustees is reestablished and reorganized in accordance with the provisions of this chapter and the provision of the Business and Professions Code of the state.

HISTORY
Adopted by Ord. 169 Sec. 1 on 11/10/1953

2.44.020 Membership

The Mariposa County board of law library trustees is constituted as follows:

A. Both judges of the superior court are to serve as ex officio trustees;

B. The chair of the board of supervisors is an ex officio trustee, but the board of supervisors at the request of the chair may appoint a member of the state bar, any other member of the board of supervisors, or a resident of the county to serve as trustee in place of the chair;

C. District attorney

D. County counsel; and

E. President of the local bar association.

HISTORY
Adopted by Ord. 169 Sec. 2 on 11/10/1953
Amended by Ord. 856 Sec. 1 on 7/6/1993
Amended by Ord. 971 Sec. 1 on 4/2/2002

2.44.030 Meetings

The Mariposa County board of law library trustees shall meet at least once a year or when there is a need to discuss a specific issue on such date as it shall appoint.

HISTORY
Adopted by Ord. 169 Sec. 3 on 11/10/1953
Amended by Ord. 856 Sec. II on 7/6/1993

2.44.040 Duties--Powers

The duties and powers of the Mariposa county board of law libraries trustees shall be as are now, or may hereafter be, provided in the Business and Professions Code of the state.

HISTORY
Adopted by Ord. 169 Sec. 4 on 11/10/1953

Attachment: State and County Codes (2023-13 : Appointments and Service Recognition to the Law Library Trustees Board)

MARIPOSA COUNTY

Fire · 209-966-4330

RESOLUTION - ACTION REQUESTED 2023-67

MEETING: February 7, 2023

TO: The Board of Supervisors

FROM: Mike Van Loben Sels, Acting Fire Chief

RE: Accept Grant for 22 CALFIRE County Coordinator Program

RECOMMENDATION AND JUSTIFICATION:

Accept Awarded Grant for the 2022 CAL FIRE County Coordinator Grant Program for Mariposa County through the California Fire Safe Council for Mariposa County's 2022 CAL FIRE County Coordinator Position; and Authorize the Fire Chief to Sign Sub Award Agreement through Online Profile, and Any Amendments Pertaining to This Grant (Subject to Approval as to Legal Form by County Counsel) as per signature policy.

The Grant Sub Award attached lists the terms of the grant and acts as the agreement. This is only accessible through a secure online profile and thus the name that is placed into the signature box will represent as the online signature accepting the terms through specific profile developed for Mariposa County Fire. Request described above is for the Board to authorize the Fire Chief' to sign as per signature policy.

This position will be called the Mariposa County Wildfire Mitigation Coordinator and work under County Fire. This position will function as per attached function duty statement. The position will be key in coordination of grants and communication between existing wildfire mitigation groups and county-level officials, as well as research, prepare and assess the need for prospective grants.

If approved fire will continue to work with Human Resources to get the position developed and bring back to the board for approval.

Application submittal was approved by the board under resolution 2022-621 on 11-14-2022 with direction after recommendation to submit for total of $175,000 vs original $130,000.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

Resolution 2019-303- Establish the Mariposa County Fire Advisory Committee. The purpose being to coordinate between multiple agencies and entities for recommendation of fire related issues and needs to the Fire Chief and Board of Supervisors. Primarily for wildland fire resiliency, the committee has been working to continue implementation of the CWPP (Community Wildland Prevention Plan) as well as support other wildland fire resiliency projects throughout the county. As the

committee has evolved and workload continues to increase there has been an identified need for the county to invest in an employee who's primary duties would be that of support, coordination, and submittal / management of grants on behalf of fire. This employee would also be the lead for MCFAC and coordinate increasing GIS data needs. The MCFAC committee is made up of mostly full time employees whose daily duties tax their workload. This is a voluntary committee however the members do not have extra time to dedicate to projects and/or information gathering coordination that is required or needed to allow the committee to be successful. Therefore, it has been recommended by MCFAC to seek a grant that could be utilized to employ such a position.

Based on MCFAC's recommendation to the BOS, County Fire submitted and was awarded a Grant to fund a Mariposa County Grant Coordinator Position to assist MCFAC and Fire.

Resolution 2019-303- Establish the Mariposa County Fire Advisory Committee, as well as adhoc to implement the CWPP.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve accepting the grant and the Grant Coordinator Position. This consequence will continue to challenge identifying members of MCFAC to form adhocs to write, submit, and manage grants on behalf of Mariposa County when committee recommends such actions. This will also continue to challenge the leadership and efficiency of MCFAC as the committee's coordination and workload grows.

FINANCIAL IMPACT:
Addition of a county position at approximately $175,000 to be funded through grant

ATTACHMENTS:
Application Final 10.24.22 (PDF)
Job Duty Statement Wildfire Mitigation Coordinator 2022 (2) (PDF)
Sub Award County Coordinator Grant (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

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California Fire Safe Council

22 CALFIRE-County Coordinator Program

Deadline: 11/15/2022

Mariposa County

Jump to: Application Questions Budget Workplan Documents

USD$ 130,000.00 Requested

Project Contact
Chris Bernard
chris.bernard@fire.ca.gov
Tel: (209)966-4330

Additional Contacts
none entered

Mariposa County

4802 Hwy 140
Mariposa, CA
95338 United
States

Telephone(209)966-4330
Web https://www.mariposacounty.org/
EIN

CAO
Dallin Kimble
dkimble@mariposacounty.
org

Application Questions *top*

Some answers will not be presented because they are not part of the selected group of questions based on the answer to #17.

County/Organization Information

1. Which county do you represent?
This grant only allows for one application to be submitted per county.
Mariposa County

2. Please select your application type:
Please note: if you are an organization or agency designated by the county to apply and receive funds on their behalf, you must attach a letter of support from your county's Board of Supervisors in the "Documents" section of this application.

✔ County Board of Supervisors or county employee

An organization or agency designated by the county to apply

Attachment: Application Final 10.24.22 (RES-2023-67 : Accept Grant for 22 CALFIRE County Coordinator Program)

3. **Please describe your county or organization's history, structure, and notable projects or accomplishments**
Mariposa County is located in the southern Sierra Nevada Region and is one of California's oldest counties, being founded in 1850. It is governed by a 5-member Board of Supervisors elected for 4-year terms. There are no incorporated cities within the county. The 17,147 residents live in 21 towns and communities throughout the Wildland Urban Interface. The median household income is $50,960 with more than 13% of the population living below the poverty line.

Almost half the 14,488 square mile land area of the county is public land with Yosemite National Park and the Stanislaus and Sierra National Forest accounting for the majority of the forested land. The main industry is hospitality with a large portion of the county's jobs based in the tourism industry. It is important to note that 50% of the County area is public lands do not generate property tax and discretionary revenues, and only the tourism taxes on lodgings support County operations.

Virtually all of the most populated areas of the County are located within CAL FIRE's High or Very High Fire Severity zones. Due to the extremely high fire risk in the County, there has been a large focus on fuel reduction projects on public and private lands. The County and its partners have conducted multi-million dollar projects in the last few years to remove dead and dying trees from public roadways as well as those that threatened private residences and to create and maintain fuel breaks. The County is also currently conducting projects to remove hazardous fuels along public roadways and implementing projects to assist Seniors and those with Access and Functional Needs to conduct Defensible Space projects around their homes. The Mariposa County Fire Department is predominantly volunteer department that is managed by a few CAL FIRE staff on a contract basis.

The County is very experienced with grant programs and has been recognized at State and Federal levels for these programs.

4. List key individuals from the applicant county or organization who will be involved in submitting the application, designing the project, and designating the County Coordinator.
Please identify: 1) Name and title, 2) Roles and responsibilities 3) Whether they are paid or volunteer.
Several staff with the Mariposa County Administrative Office will be involved. Battalion Chief Chris Bernard, Mariposa County Fire Department will be the lead in in submitting the application, designing the project. As Battalion Chief he will be responsible for overseeing the project and any staff or contractors. Assistant Chief Steve Ward will have overall supervision of staff and programs.

5. Describe any prior experience applying for and/or managing private, federal, or state grants.
Approximately 50% of the County's funding comes from State and Federal sources. While not all of these are competitive grants, each funding source comes with audit requirements and reporting processes to ensure that the County is accountable for all of the funding received.

The County has applied for and successfully received grants from FEMA, CAL OES, CAL FIRE, Department of Water Resources, as well as collaborating with community partners such as the Mariposa County Resource Conservation District, Fire Safe Council, and Southern Sierra Miwuk Nation to allow the fuels reduction, education, and defensible space programs, as well as water storage tanks for firefighting to be implemented.

6. Briefly summarize your county's current efforts to coordinate the various wildfire mitigation groups, programs, and projects taking place within the county's borders.
You may include: successes and failures, future plans, and coordinated projects.
Mariposa County formed a Fire Advisory Committee in 2019 to update the Community Wildfire Protection Plan and implement the actions listed within it. This committee coordinates with various wildfire mitigation groups, public agencies, community members and others to prioritize and implement programs and projects as needed. Currently, the Fire Advisory Committee members have identified several funding opportunities that would benefit Mariposa County but none of the members have the capacity to apply for and manage the grants in addition to their already full workloads. The Committee strongly supports this application to allow for a dedicated County Coordinator to take on the role of applying for and managing additional funding opportunities to meet the vast needs of the County. This person would also be tasked with attending events for educational purposes such as booths at conferences or meetings sponsored by local wildfire mitigation organizations.

Attachment: Application Final 10.24.22 (RES-2023-67 : Accept Grant for 22 CALFIRE County Coordinator Program)

7. How many wildfire mitigation groups exist within your county?
This may include but is not limited to: Fire Safe Councils, Firewise Communities, fire protection agencies, Resource Conservation Districts, and HOA groups actively engaged in wildfire mitigation projects.

1	Fire Safe Councils
1	Firewise Communities
3	Fire protection agencies
1	Resource Conservation Districts (RCD)
5	Home Owners Associations (HOA)
	Other
	TOTAL

8. What is the relationship between the various wildfire mitigation groups in your county?
We have had great relationships with various wildfire mitigation groups in the county that help guide collaborative decision making. Through the County's Fire Advisory Committee, we meet regularly with all our stakeholders to discuss projects to ensure we are working collaboratively to achieve common goals with respect to wildfire mitigation. We value working across jurisdictional boundaries, between local, state, tribal and federal responsibility areas with a long track record of partnership. Mariposa County works closely with CAL FIRE to develop and implement wildfire mitigation projects as well as with our local utility, community service and school districts to help achieve their wildfire mitigation goals. Through constant coordination and collaboration, we continue to provide for a meaningful and productive relationship between our county and the various wildfire mitigation groups. This grant will help ensure we strengthen those relationships and increase our ability to obtain funding and implement much needed projects.

9. How are your county's designated emergency services staff and/or wildfire mitigation groups currently funded?
Mariposa County Fire Department currently has 3 full time positions, currently under agreement with CAL FIRE. The positions are paid for by 2 grants and the General Fund.

10. Does your county have a county-wide emergency preparedness or protection plan?
Please only answer this question for county-wide plans, not regional or local plans.

- ✔ Yes
- No
- Unknown

11. Does your county have a county-wide fire mitigation group, such as a county Fire Safe Council or Resource Conservation District?
Please only answer this question for groups who perform county-wide services, not local or regional groups.

- ✔ Yes
- No
- Unknown

Attachment: Application Final 10.24.22 (RES-2023-67 : Accept Grant for 22 CALFIRE County Coordinator Program)

Project Information

12. Executive Summary/Abstract

Provide a brief summary (2-3 sentences) of your proposed project.

Mariposa County will create a Wildfire Communications and Outreach Analyst position to serve as the County Coordinator for this program to educate, encourage, develop and continue county-wide collaboration and coordination among various wildfire mitigation groups operating within the County. The Wildfire Communications and Outreach Analyst will assist with planning and preparing grant applications, perform outreach and communications, attend meetings, and support current efforts.

13. How will a County Coordinator benefit the county's efforts to encourage county-wide wildfire mitigation, outreach, and coordination?

The benefit of having a designated Wildfire Communications and Outreach Analyst will include the ability to have a single contact for attending the meetings of various organizations who could bring back valuable information and identify project status within various organizations. While relationships already exist between the county and these organizations, having a dedicated Wildfire Communications and Outreach Analyst will allow the continued building of relationships and collaboration of projects for the future. There has not been a single source to gather, collect, analyze, or bring together multiple project objectives into a single county wide plan. The designation of a Wildfire Communications and Outreach Analyst will also create opportunities for consensus of all the active wildfire mitigation groups, community stakeholders and contact points. One area specifically will be to represent the county on the Fire Advisory Committee and work with local communities to develop projects, funding applications, and local, community-specific Wildfire Protection Plans. Ensuring that there is coordination amongst the planned projects and assisting with acquiring county support will be vital. Creation of this position will also allow for analyzation of gaps in county-wide wildfire resiliency and emergency preparedness and developing recommendations to fill these needs. This position will benefit the county's efforts in hosting outreach and educational events for all wildfire mitigation groups and interested parties.

14. Provide a narrative of the anticipated roles and responsibilities of the County Coordinator within your county.

Please include an outline of their daily/weekly/monthly activities as well as anticipated hours worked per week.

The Wildfire Communications and Outreach Analyst will work under the Mariposa County Fire Chief to partner with representatives from the County, established wildfire mitigation groups within the county, and staff at the California Fire Safe Council to build a coordinated, county-wide wildfire mitigation strategy. Anticipated roles and responsibilities will include developing a census of all active wildfire mitigation groups, community stakeholders, contact points, collaboration efforts, and projects; building a system to track these groups and efforts; attending and hosting regular communications/meetings between existing wildfire mitigation groups and county-level officials; analyzing gaps in county-wide wildfire resiliency and emergency preparedness and developing recommendations to fill these needs; assisting with the development of community-specific Wildfire Protection Plans and working to integrate existing community plans; helping wildfire mitigation groups to coordinate and connect their existing and planned wildfire mitigation projects; developing tools to assist counties in outreach and coordination efforts to support wildfire resiliency and emergency preparedness; preparing for and applying for grants to benefit county-wide wildfire mitigation efforts; hosting outreach and education events for fire mitigation groups and interested parties. We anticipate that this will be a full-time, 40 hour per week position.

15. **How will funds be used to support a County Coordinator?**

A project budget will also be required in the following section.

Funds will be used to cover the following:

A. The pay range for this position is $29.62-40.40 /hr. Some costs may be claimed by the County Fire Chief for the training and oversight of this position as well as costs for administrative support from the Administrative Assistant if there is a material amount of time conducted to support this position. However, the priority under this grant will be to fund the analyst position.

B. Supplies will include a laptop for the position and any needed office supplies.

C. Travel to and from conferences/meetings. If using a personal auto, Mariposa County reimburses employees based on the IRS rate which over the last couple years has been around $.58 per mile. If using a County vehicle, the gas charges are applied to the department based on the contract with Pacific Pride.

F. Indirect costs will go to cover indirect charges such as utilities, phone charges, bookkeeping by the auditor's office, any required legal review by County Counsel. Historically, Mariposa County requests 10% of grant amounts to cover indirect costs.

Attachment: Application Final 10.24.22 (RES-2023-67 : Accept Grant for 22 CALFIRE County Coordinator Program)

16. How many wildfire mitigation groups, agencies, and community partners do you anticipate working in partnership with the County Coordinator? Describe how the County Coordinator will work to build relationships and encourage collaboration among all groups.

The Wildfire Communications and Outreach Analyst will work with all existing and any proposed wildfire mitigation groups, agencies and community partners throughout Mariposa County. There are currently (1) Fire Advisory Committee, (1) Firesafe Council, (1) Firewise Community, (11) Fire Protection agencies, (1) Resource Conservation District and (47) Homeowners Associations. We anticipate that the Wildfire Communications and Outreach Analyst will serve as the single point of contact as the County Coordinator on Wildfire Mitigation who will work to continue existing relationships while building new ones to encourage collaboration amongst all groups. One area in developing relationships will be to attend and to host regular communications/meetings between existing wildfire mitigation groups and county-level officials so that wildfire mitigation groups can coordinate and connect their existing and planned wildfire mitigation projects with county goals. Another area the Wildfire Communications and Outreach Analyst will participate in is the County Fire Advisory Committee which is comprised of wildfire mitigation groups, fire agencies and the general public to discuss a variety of fire safety topics such as wildfire mitigation. The Wildfire Communications and Outreach Analyst will build relationships by maintaining consistent outreach to all partners and groups while creating opportunities for collective meetings amongst all within Mariposa County.

17. Will the individual filling the County Coordinator role be a new hire, existing employee, or a contract position?

- ✔ New hire
- ☐ Existing employee
- ☐ Contract position

18. If an existing employee will fill the role of the County Coordinator, describe this position's current job functions and why they are best suited to fill the role.

-answer not presented because of the answer to #17-

19. Describe the process for hiring and selecting the County Coordinator.

Include hiring/selection criteria and a timeline to situate the individual in the County Coordinator role.

Upon award, the County Board of Supervisors will be presented with a class spec for the Wildfire Communications and Outreach Analyst. This position will likely be benchmarked with the Administrative Analyst I/II but will have job duties listed that are compatible with this grant.

Upon approval, the County will conduct an external recruitment over a 3-week period and will contact qualified applicants to be interviewed. The interview process is usually conducted in 2 phases. Phase 1 is the technical interview and will be conducted by a panel of individuals led by the County Fire Chief. There is precedence for the panel to consist of other stakeholders outside of County Employees to ensure competency and technical fit. A second interview will be conducted with top candidates for fit.

The total interview process will take approximately 2 months upon completion of clearance checks and physicals.

20. Who will oversee the County Coordinator position?

Please list name, organization/agency, title, contact information, and supervisory responsibilities.

Steven Ward, Assistant Chief Mariposa County Fire. 559-706-8803

21. Will any other positions or roles provide regular support to the County Coordinator?

This includes volunteers, contractors, or additional support staff.

Additional support can be received by an Administrative Assistant located in the County Fire Department and other County Fire Department staff and volunteers.

Attachment: Application Final 10.24.22 (RES-2023-67 : Accept Grant for 22 CALFIRE County Coordinator Program)

22. Will funds from the County Coordinator Grant Program be used to supplement the administrative costs of additional employees, such as a supervisor or support staff? If yes, please describe the need:
If no funds will be used to supplement additional employees, outside of the County Coordinator, please put N/A as your answer.
The primary purpose of this funding request is to fill and support a Wildfire Communications and Outreach Analyst position for Mariposa County. If available, any direct time supporting the Wildfire Communications and Outreach Analyst, such as administrative assistant time to take minutes during a meeting, or direct supervision or training outside of normal duties for the Fire Chief, could be potentially claimed under the grant. However, the County would be prioritizing all funding for the success of the position before claiming any additional costs.

23. Location
Enter the latitude and longitude of your county's administration building. Your response must be in decimal format to six places, for example: 39.375097 Latitude and -122.54454 Longitude.

37.48981	Latitude
-119.96796	Longitude
-82.40	**TOTAL**

Project Outcomes and Evaluation

24. Please describe the anticipated outcomes of the County Coordinator Grant Program:
By hiring a Wildfire Communications and Outreach Analyst within Mariposa County, we expect to achieve the following: Prepare and submit an initial work plan and strategic priorities over the course of the grant term • Identify, summarize, and report on local groups, grants, and projects within Mariposa County at the onset of the grant project and the conclusion of the project • Attend and host regular meetings and workshops for local fire mitigation groups to build collaborative networks and disseminate best practices and resources • Track all engagements with county contacts and groups • Report on current Wildfire Mitigation Programs and Projects and gaps in wildfire resiliency programming • Attend monthly check-ins with California Fire Safe Council (CFSC) staff • Participate in quarterly meetings with other County Coordinators as well as state/regional stakeholders and other interested county-wide wildfire mitigation groups • Submit funding requests and quarterly reports to the CFSC • Provide CFSC with a comprehensive final report at the close of grant term, including outcomes, successes, and recommendations. The final outcome is to develop a robust coordination program between various wildfire mitigation groups and various partners throughout Mariposa County to develop a plan for continued support of wildfire mitigation.

25. How will you measure the success of the County Coordinator Grant Program?
Success will start by hiring of a Wildfire Communications and Outreach Analyst to serve as the County Coordinator for this proj Key measures of success will be the number of wildfire mitigation organizations the Wildfire Communications and Outreach Analyst is able to reach on a regular basis. Other success measures will include: level of learning and knowledge of the Wildf Communications and Outreach Analyst in the various programs within the county, level of satisfaction of wildfire mitigation organizations on the value of a county coordinator, ability to build consensus about highest priority projects and programs, success identifying highest priority projects and obtaining funding for them, how much change was produced to encourage more collaboratic and coordination, what quality of change was produced and can we provide evidence, how well were we able to deliver outrea and education and can we provide materials created or disseminated. Our final measure of success is whether or not wildfire mitigation groups and participating partners see an increase in coordination amongst the various groups of county wide wildfire mitigation projects that leads to an increase in high priority projects.

26. How will your county or organization work to sustain efforts toward county-wide collaboration and coordination following the close of the grant term?
It is our hope that by establishing this county coordination program through the hiring of a Wildfire Communications and Outreach Analyst that we work to sustain efforts achieved during the grant term by identifying funding that could continue the position and the work. Mariposa County strives to coordinate and collaborate with our wildfire mitigation organizations and having a dedicated staff member will ensure we are able to do that consistently and cooperatively. Hopefully, additional funding will be obtained to extend the position in the future. While funding may not be readily available for future work, Mariposa County anticipates that the work completed during the grant will be substantial and worthy of future support and that a successful candidate will have the ability to obtain ongoing funding based on the collaborative efforts and prioritization he or she has facilitated and developed.

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Budget *top*

Funding Sources

Funds

CFSC County Coordinator Grant	USD$ 130,000.00
Total:	**USD$ 130,000.00**

Budget Narrative

All expenses listed below are intended to be covered if awarded the CSFC grant. Any overages will be covered by other funding sources if available or by the County's General Fund.

A. This position would report to the County Fire Chief and is expected to be benchmarked at the Administrative Analyst I/II level. The pay range for this position is $29.62-40.40 /hr. Due to the expected responsibilities and tasks that are planned for this position, it is expected that we would fill the position with a qualified applicant that may start at or near the top of the range for the 18 month period. Some costs may be claimed by the Fire Chief for the training and oversight of this position as well as costs for administrative support from the Administrative Assistant if there is a material amount of time conducted to support this position. However, the priority under this grant will be to fund the analyst position.

B. Supplies will include a laptop for the position and any needed office supplies.

C. Travel to and from conferences/meetings. If using a personal auto, Mariposa County reimburses employees based on the IRS rate which over the last couple years has been around $.58 per mile. If using a County vehicle the gas charges are applied to the department based on the contract with Pacific Pride.

D. Indirect costs will go to cover indirect charges such as utilities, phone charges, bookkeeping by the auditor's office, any required legal review by County Counsel. Historically, Mariposa County requests 10% of grant amounts to cover indirect costs.

Task #	Activity	Timeline	Responsible Party	Expected Outcome/Result
1	Advertising, recruitment and Hiring of Wildfire Communications and Outreach Analyst	Oct 21-Nov 2	Fire Chief	Wildfire Communications and Outreach Analyst hired
2	Prep Office Space, order or purchase supplies for Wildfire Communications and Outreach Analyst	Oct 21-Nov 21	Admin staff,	Office space, supplies, equipment purchased or acquired
3	Participate in monthly check-in meetings with CFSC staff and quarterly meetings with state/regional/county coordinators and other interested county-wide wildfire mitigation groups	Nov 21-Mar 23	Communications and Outreach Analyst	Wildfire
4	Identify, summarize, and report on local groups, grants, and projects within each county at the onset of the grant project	on-going	Wildfire Communications and	

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5.	Analyze gaps in county-wide wildfire resiliency and on-going emergency preparedness and develop recommendation to fill these needs.		Wildfire Communications and Outreach Analyst
6	Develop mechanisms to improve outreach and coordination efforts, such as group formation, funding plans, governance structures, and state/regional/local planning efforts.	on-going	Wildfire Communications and Outreach Analyst
7	Track and monitor collaborative efforts, tasks, meetings, workshops, and plans developed by the Wildfire Communications and Outreach Analyst during the project window	on-going	Wildfire Communications and Outreach Analyst
8	Submit quarterly programmatic and fiscal reports	continuous	Wildfire Communications and Outreach Analyst
9	Identify, summarize, and report on local groups, grants, and projects within each county at the conclusion of the grant project	continuous	Wildfire Communications and Outreach Analyst
10	Provide a comprehensive final report summarizing the County Wildfire Outreach and Coordination Plans, key issues, success outcomes and gaps, and recommendations	March 23	Wildfire Communications and Outreach Analyst

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Documents *top*

Documents Requested *	Required?	Attached Documents *
IRS Determination Letter		
Organization by-laws		
Board of Directors OR Board of Supervisors roster	✔	Mariposa County Board of Supervisors
Three years or most recent 990 or 990EZ form		
Copies of the last five years' audit reports and management letters received from an independent auditor, if applicable,		
Copies of reports of government agencies (Inspector General, state or local government auditors, etc.) resulting from audits, examinations or monitoring procedures performed in the last three years.		
A signed letter from the County's Board of Directors (on county letterhead) stating that your organization is approved to apply for this grant on behalf of the county (see example template). download template		
Certificate of insurance	✔	Self-Insurance Document
Non-Applicable Documents Memo-County applicants only download template		
Other Documents-Upload any additional or optional documents here.		

** ZoomGrants™ is not responsible for the content of uploaded documents.*

Application ID: 365576

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Mariposa County Fire Department **POSITION ESSENTIAL FUNCTIONS DUTIES STATEMENT** Job Duty Statement	Working Title of Position Mariposa County Wildfire Mitigation Coordinator
	Division and/or Subdivision
INSTRUCTIONS:	Location of Headquarters Mariposa County Fire Department
	Class Title of Position
	Position Number
	Effective Date

Percentage of Time Required	Effective on the date indicated, the employee assigned to the position identified above performs the following duties and responsibilities.
	The Mariposa County Wildfire Mitigation Coordinator will work under the Mariposa County Assistant Fire Chief.
40%	The Wildfire Mitigation Coordinator will participate and partner with Mariposa County Fire Advisory Committee, county staff and community stake holders. Build a system to track these groups and their efforts; attending and hosting regular communications/meetings between existing wildfire mitigation groups and county-level officials; analyzing gaps in county-wide wildfire resiliency and emergency preparedness and developing recommendations to fill these needs; take the lead or function as the lead with the implementation and coordination of the community specific Wildfire Protection Plan and working to integrate existing community plans and Firewise hazard assessments; helping wildfire mitigation groups and Firewise communities both established and developing to coordinate and connect their existing and planned wildfire mitigation projects; developing tools to assist counties in outreach and coordination efforts to support wildfire resiliency and emergency preparedness.
40%	Grants Research, prepare and assess the need for prospective grants, apply in a timely manner and manage grants once awarded, that would be a benefit to county-wide wildfire mitigation efforts and promote county fire protection. Work to sustain efforts achieved during the grant term by identifying funding that could continue the position and the work; will work with Mariposa County OES on identifying grant or reimbursement opportunities such as and/or similar to the Oak Fire Hazard Mitigation Grant.
15%	The Mariposa County Wildfire Mitigation Coordinator will work with County/State GIS to track projects to support MCFAC, Firewise and Public Outreach.
5%	Other duties as required.

Equal Employment Opportunity (EEO) Statement: All Mariposa County employees are expected to conduct themselves in a professional manner that demonstrates respect for all employees and others they come in contact with during work hours, during work related activities, and anytime they represent the department. Additionally, all Mariposa County employees are responsible for promoting a safe and secure work environment free from discrimination, harassment, inappropriate conduct, or retaliation.

Job qualifications and/or conditions of employment:

"We have discussed this document in its entirety and understand the duties of this position."

Employee Signature	Date	Supervisor Signature	Date

DRAFT

Attachment: Job Duty Statement Wildfire Mitigation Coordinator 2022 (2) (RES-2023-67 : Accept Grant for 22 CALFIRE County Coordinator

Mariposa County Fire Department **POSITION ESSENTIAL FUNCTIONS DUTIES STATEMENT** Job Duty Statement **PAGE 2**	Working Title of Position Mariposa County Wildfire Mitigation Coordinator

Percentage of Time Required	Effective on the date indicated, the employee assigned to the position identified above performs the following duties and responsibilities.

Equal Employment Opportunity (EEO) Statement: All Mariposa County employees are expected to conduct themselves in a professional manner that demonstrates respect for all employees and others they come in contact with during work hours, during work related activities, and anytime they represent the department. Additionally, all Mariposa County employees are responsible for promoting a safe and secure work environment free from discrimination, harassment, inappropriate conduct, or retaliation.

Job qualifications and/or conditions of employment:.

"We have discussed this document in its entirety and understand the duties of this position."

Employee Signature	Date	Supervisor Signature	Date

DRAFT

Attachment: Job Duty Statement Wildfire Mitigation Coordinator 2022 (2) (RES-2023-67 : Accept Grant for 22 CALFIRE County Coordinator

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Mariposa County Fire Department
22 CALFIRE County Coordinator Grant Program 22 CALFIRE CC Statewide 419805
175,000.00

Subaward

January 20, 2023

Chris Bernard
Mariposa County Fire Department
4802 State Highway 140
Mariposa, CA 95338

Dear Chris,

Congratulations! The California Fire Safe Council ("CFSC") is pleased to provide funding for Mariposa County Fire Department's "22 CALFIRE County Coordinator Grant Program" project, (the "Project"). The Mariposa County Fire Department, hereinafter referred to as the "Subrecipient," enters into this Subaward Agreement (the "Agreement") on the date of the last signature on this Agreement below, following the terms and conditions set forth herein.

Funding for this Project is provided from the State of California, by and through the California Department of Forestry and Fire Protection ("CAL FIRE") as part of the California Climate Investment Program. The Project being funded is as described in the Subrecipient's original application for funding. This Agreement outlines the subaward's procedures and requirements.

The assigned number for this subaward is 22 CALFIRE 419805 (Please refer to this number when contacting CFSC about this subaward). Total funding provided for this Project shall not exceed $175,000.00. Subrecipient shall assume any obligation to furnish any additional funds that may be necessary to complete the Project.

SECTION 1: PURPOSE

The objective of this Grant Program to educate, encourage, and develop county-wide collaboration and coordination among various wildfire mitigation groups operating within counties containing State Responsibility Area lands. To meet project objectives, County Coordinators will conduct an initial census of wildfire mitigation work in their county, attend workshops at the local and state level, identify and summarize actions of local groups, and provide regular reports and updates on collaborative efforts. The end result will be a county-wide model of collaboration, coordination, and mutual aid between all wildfire mitigation organizations and stakeholders.

SECTION 2: TERM OF SUBAWARD

The term of this Agreement is from February 1, 2023 through July 31, 2024 and shall terminate upon CFSC determination that the Project subject to this Agreement is complete (the "Term"). Work shall not commence prior to the execution of th

Attachment: Sub Award County Coordinator Grant (RES-2023-67 : Accept Grant for 22 CALFIRE County Coordinator Program)

Agreement by both parties, and expenses are authorized as of February 1, 2023. An agreement is considered fully executed upon signature and approval by an authorized representative of the California Fire Safe Council. Subrecipient shall not receive funding for portions of the Project completed outside of the Term. Subrecipient agrees to comply with all applicable state and local laws governing the funds provided under this Agreement; in addition, Subrecipient will follow customary accounting principles consistently applied and their organization's written policies and procedures related to financial and program management.

In addition to the terms and conditions of this Agreement, the Subrecipient agrees that the terms and conditions contained in the documents set forth below are hereby incorporated, unless otherwise not required, and made part of this

1. California Climate Investments Department of Forestry and Fire Protection Direct Award Procedural Guide February 2022
2. The submitted Application, Project Budget, Deliverables and Attachments
3. The Award Handbook
4. Subrecipient By-Laws
5. Fiscal Sponsor Agreement Letter (if applicable)
6. Contact Information Sheet for Subrecipient Board of Directors and Signors
7. All Applicable Insurance Requirements and Certificates
8. Project Map (not required)
9. Examinations From All Relevant Governmental Agencies Applicable to the Project
10. IRS Tax Exemption Documents, (if applicable)
11. Letters of Commitment (not required)
12. Resolution of Subrecipient Authorizing Grant Application (not required)

SECTION 3: PRIVITY OF CONTRACT

Subrecipient understands and agrees that privity of contract exists between CFSC and the Subrecipient. That is, the relationship concerning this Subaward is strictly between CFSC and the Subrecipient. Subrecipient understands and agrees that neither Cal Fire or any of its affiliates, the State of California, nor the United States shall be, or are intended to be, a party to this Subaward, any contract with the Subrecipient, any solicitations, request for proposals, or disputes on the execution, interpretation, or enforcement of any contract, including this Subaward, between CFSC and the Subrecipient.

SECTION 4: SCOPE OF WORK

The scope of work to be undertaken by Subrecipient is as follows: 22 CALFIRE County Coordinator Grant Program shall be completed in accordance with the proposed scope of work delineated on the Workplan of Subrecipient's application, a copy of which is in ZoomGrants and its terms are incorporated to this contract by reference.

SECTION 5: REPORTS

Subrecipient shall use CFSC's ZoomGrants reporting system for subaward reporting, document submission, and other subaward-related functions. Subrecipient agrees to submit to CFSC all required deliverables and reports via CFSC's ZoomGrants system.

Subrecipient shall submit quarterly financial and programmatic reports, and a final/closeout report, using the forms provided in ZoomGrants.

Quarterly reports are due:

- May 31, 2023 (for the reporting period February 1, 2023 – April 30, 2023)
- August 31, 2023 (for the reporting period May 1, 2023 – July 31, 2023)
- November 30, 2023 (for the reporting period August 1, 2023 – October 31, 2023)

- February 29, 2024 (for the reporting period November 1, 2023 – January 31, 2024)
- May 31, 2024 (for the reporting period February 1, 2024 – April 30, 2024)
- August 31, 2024 (for the reporting period May 1, 2024 – July 31, 2024)

Quarterly report submissions will include a check-in call with the CFSC Grant Specialist to discuss Project progress and to provide any needed assistance.

By August 31, 2024, at 5 p.m., Subrecipient agrees to submit a final report, including all required documents, through ZoomGrants. In addition to the final report, the last quarterly report for the period of May 1, 2024 – July 31, 2024, is also due the same day, August 31, 2024.

The final report should include:

1. A final Closeout Report Narrative
2. A final Budget Report on Actual Costs
3. A final success story of the Project.
4. Confidential Program Evaluation Form.
5. One (1) digital version of products, publications, flyers, communications and/or educational materials, best practice guides, newspaper clippings and other materials developed using grant funds over the entirety of the Project.
6. Photos: High Resolution digital photos showing the project's outcomes and events.
7. GIS Networking Portal Project data files, which may include projects maps, list of mitigation groups and other items to be determined.

Failure to comply with all reporting and closeout procedures by the deadlines will be considered noncompliance with the terms of the Agreement. Such noncompliance may be considered in the evaluation of organizational capacity for future subawards.

SECTION 6: PAYMENTS

Payments to Subrecipient shall be in the form of electronic direct deposit through ACH processing to Subrecipient's bank account. (ACH processing is a safe form of a bank wire from CFSC's bank to Subrecipient's bank.). Payments for work conducted under this Agreement may be made on an advance or reimbursement basis and are contingent upon the receipt by CFSC of sufficient funds from CAL FIRE pursuant to the Master Award. Payments shall be made upon receipt and approval of a Payment Request Form and a financial report detailing current charges and total-to-date charges by major budget categories. After the initial payment, additional payment requests may take up to 90 days after Subrecipient's request to CFSC. CFSC is not liable for any damages or expenses incurred due to delay in payment for any cause whatsoever.

Subrecipient must provide a completed ACH Authorization Form and W-9 in ZoomGrants prior to any initial payment being made.

Subrecipient may submit a new payment request once it has spent 60% or more of the funds received from the prior payment and supplies necessary supporting documentation. CFSC reserves the right to deny any request for new payment.

To submit a payment request, the Subrecipient must submit the request in ZoomGrants, and upload the following proof of expenditures for the prior invoice period into ZoomGrants:

- A summary sheet or copy of general ledger showing each budget category
- Detailed transaction ledgers by each budget category and/or payroll ledgers

The Subrecipient shall maintain an accounting system that follows Custom accounting principles consistently applied. The

Attachment: Sub Award County Coordinator Grant (RES-2023-67 : Accept Grant for 22 CALFIRE County Coordinator Program)

accounting system must accurately reflect fiscal transactions, using the necessary controls and safeguards. This system sh provide an adequate audit trail, including original source documents such as receipts, progress payments, invoices, purchase orders, timecards, canceled checks, etc. Please redact account numbers and personal identifying information before submitting invoices. The system shall also provide accounting data so the total cost of each individual project can be readily determined. CFSC may request records and documentation at any time. These records shall be retained by the Subrecipient for a period of three years after the closing date of the Project, or one year after final disposition of any disputed audit findings, whichever occurs later unless it is the Subrecipient's policy to retain records for a longer duration.

Avoid audit exceptions – keep accurate records. In the event of an audit, a finding of inaccurate records is grounds to terminate this Subaward Agreement.

CFSC reserves the right to cancel or stop payments if there are serious compliance or programmatic issues.

Subrecipient shall account for payments received under this Agreement in its budget accounting in the quarterly reports and the final/closeout report.

Additionally, Subrecipient must submit a report in the same fashion and format as the Quarterly Reports in Section 5 of this Agreement, specifically detailing the status of the Project as defined in Section 4 of this Agreement. CFSC reserves the right to deny requests for additional progress payments should Subrecipient fail to adhere to the Project Schedule in Section 4.

SECTION 7: QUARTERLY MEETING REQUIREMENTS

Subrecipient shall work with the CFSC Grant Specialist to develop metrics to gauge their Project's progress. Metrics may include but are not limited to:

- Individual County Goals for Coordination
- Outreach Efforts and Key Stakeholders
- Current Wildfire Mitigation Programs (WMP) Plans and Projects within the County
- Number of counties participating in active coordination
- Number of individual county contacts engaged with during the project by County Coordinator
- Completed grants, tasks, meetings, and plans created during the project time by the coordinator
- Workshop and meeting hours at local and state level attended by County Coordinator
- Identification, count and summary actions of local groups identified during the project within each county
- Survey reports detailing the known groups, grants, processes within each county at the outset of the project and its conclusion and the new collaborations gained

These metrics will be reviewed quarterly during mandatory check-in meetings with the CFSC Grant Specialist and assigned CFSC Regional Coordinator. In addition to tracking Project progress, the quarterly check-in meetings will be a source of support for Subrecipient and an opportunity to ask questions and discuss project modifications.

In addition to the quarterly check-in meetings, Subrecipient is required to attend quarterly Regional County Coordinator Workshops. These workshops will be hosted by the CFSC Grant Specialist and the assigned CFSC Regional Coordinator and will bring together County Coordinators from awarded counties. The goal of the workshops is to allow County Coordinators to meet, engage, exchange best practices, and provide educational tools to support county-wide collaboration and coordination.

SECTION 8: TITLE TO AND USE OF EQUIPMENT AND SUPPLIES

Title to any supplies or equipment purchased during the Term under this Agreement will vest upon acquisition in the Subrecipient. Notwithstanding the foregoing, Subrecipient shall have free, irrevocable license to use the equipment or supplies.

SECTION 9: TITLE TO AND USE OF WORK PRODUCTS AND DATA

Title to any and all materials developed with funds from this Agreement vests in the Subrecipient. Notwithstanding the foregoing, Subrecipient shall have a free, irrevocable license to use, publish, or distribute all such materials. The word "materials" may include, but is not limited to: reports, studies, photographs, computer programs, drawings, writings, or other similar works or documents, along with all supporting data and material, produced under this Agreement.

CFSC reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish or otherwise use the materials for CFSC educational or promotional purposes. CFSC will always attempt to do this with Subrecipient's notification and/or consent.

SECTION 10: PERMITS/ENVIRONMENTAL COMPLIANCE

Subrecipient shall ensure that the Project is in compliance with all applicable environmental and cultural resource laws – federal, state, and local – prior to beginning any activities, including but not limited to, ground- or vegetation-disturbing activities. Projects were selected based on the Subrecipient's assurance that environmental and cultural permits were either not necessary or are already in place. Documentation of CEQA compliance must be provided to CFSC when applicable. Please see Section 22 "Special Conditions" for any grant-specific conditions or restrictions. Please contact your CFSC Grant Specialist if ground disturbing activities are scheduled to occur, prior to activities beginning, and/or if you experience any delays receiving necessary permits.

SECTION 11: SUBAWARDS

Subrecipient is prohibited from sub-awarding any part of this Project to another organization.

SECTION 12: RECORD RETENTION

All Subrecipient records must be kept for three years after the closing date of the Project, or one year after final disposition of any disputed audit findings, whichever occurs later unless it is the Subrecipient's policy to retain records for a longer duration. Upon completion of the Agreement, Subrecipient must maintain copies of all grant documentation, receipts, contractors, bid notices, time sheets, personnel time etc., in a safe, retrievable storage location. Such documentation shall be made to CFSC upon request by CFSC or CAL FIRE.

SECTION 13: SITE VISITS

CFSC staff will conduct a Grant Award Workshop within 3 months of the Project start date. Attendance at the award workshop is mandatory. The location, date, and time of the workshop will be announced in advance. If held in-person, a webinar attendance option will be offered.

In addition, CFSC staff will conduct a minimum of one monitoring visit/desk review and may schedule additional visits during the Term of the Agreement, to ensure program compliance and that work is in accordance with the approved Scope of Work. The CFSC Grant Specialist will contact the Subrecipient to schedule the visit(s) and inform the Subrecipient of any items to be reviewed.

Subrecipient may be notified that CFSC, or CAL FIRE staff would like to conduct a visit during the Term. This will always be done in coordination with Subrecipient.

SECTION 14: LOGO & PUBLIC NOTICES

Subrecipient shall cooperate with CFSC to release information about this Project to the press or other news/media o

Attachment: Sub Award County Coordinator Grant (RES-2023-67 : Accept Grant for 22 CALFIRE County Coordinator Program)

Subrecipient is prohibited from using CAL FIRE's trademarks or service marks without CAL FIRE's prior written consent, which may be requested through the CFSC Grant Specialist.

Subrecipient is prohibited from using CFSC's logo, trademarks, or service marks without CFSC's prior written consent, which may be requested through the CFSC Grant Specialist.

Recognition for projects, activities and products should be included on all products developed with funds provided through this Agreement. Subrecipient is encouraged to give public notice of the receipt of this award and, from time to time, to announce the progress and accomplishments. All projects must clearly display program acknowledgement. The acknowledgement must contain the California Climate Investments and CAL FIRE logos as well as the following statement: "Funding for this project was provided by a grant from the California Department of Forestry and Fire Protection as part of the California Climate Investments Program, through the California Fire Safe Council."

Items such as press releases or other public notices shall include a statement as follows: "Community Wildfire Preparedness Project, is part of California Climate Investments, a statewide program that puts billions of Cap-and-Trade dollars to work reducing GHG emissions, strengthening the economy, and improving public health and the environment– particularly in disadvantaged communities. The Cap-and-Trade program also creates a financial incentive for industries to invest in clean technologies and develop innovative ways to reduce pollution. California Climate Investments projects include affordable housing, renewable energy, public transportation, zero-emission vehicles, environmental restoration, more sustainable agriculture, recycling, and much more. At least 35 percent of these investments are located within and benefiting residents of disadvantaged communities, low-income communities, and low-income households across California. For more information, visit the California Climate Investment website at: www.caclimateinvestments.ca.gov."

SECTION 15: MODIFICATIONS

Program modifications require prior written approval from the CFSC Grant Specialist. The dollar amount of a budget expense category may be increased or decreased by up to ten percent (10%) of the total grant amount through reallocation of funds from another expense category(ies) without approval by the CSFC; however, Subrecipient shall notify the CFSC in writing in project progress reports when any such reallocation is made and shall identify both the expense category(ies) being increased and those being decreased. Prior written approval from the CFSC is required when the cumulative total of budget reallocations will exceed more than ten percent (10%) of the total grant amount. Any increase or decrease of an expense category of more than ten percent (10%) of the total grant amount must be approved in writing by the CFSC before any such increase or decrease is made. It is the expectation of CFSC and CAL FIRE that the Subrecipient make every effort to complete the approved Project within the approved Term. CFSC cannot honor any requests for extensions of time past the stated deadline of July 31, 2024; you will be notified if extensions become available along with instructions on how to request an extension.

SECTION 16: NOTIFICIATION

Subrecipient shall immediately notify CFSC of developments that have a significant impact on activities supported under this Agreement. Written notification shall be given in case of problems, delays or adverse conditions that materially impact the ability to meet the objectives of the Agreement. This notification shall include a statement of the action taken or contemplated, and any assistance needed to resolve the situation. Notice should be sent to your CFSC Grant Specialist.

SECTION 17: INSURANCE

Subrecipient shall maintain general and commercial liability insurance of not less than $1,000,000 per occurrence for bodily injury and property damage combined; if applicable, workers' compensation insurance of not less than $1,000,000; and, if applicable, commercial automobile insurance on owned, hired and/or non-owned vehicles of not less than $1,000,000 throughout the term of the Project. All such policies shall provide that CFSC, and their respective officers, agents, employees and servants are included as additional insureds as far as the performance of this Agreement are concerned. Subrecipient shall provide certificate(s) of insurance reflecting that this coverage is in effect upon acceptance of this Agreement. In the event of any change in the insurance coverage, Subrecipient shall provide updated certificate(s) of coverage.

Attachment: Sub Award County Coordinator Grant (RES-2023-67 : Accept Grant for 22 CALFIRE County Coordinator Program)

SECTION 18: NON-LIABILITY

CFSC does not assume liability for any third-party claims for damages arising out of this Agreement. Each party agrees that it will be responsible for its own acts and the results thereof and shall not be responsible for the acts of the other party and the results thereof. Each party, therefore, agrees, to the extent authorized by applicable laws that it will assume all risks and liability to itself, its agents or employees, for any injury to persons or property resulting from any operations of its agents or employees under this agreement, and for any loss, cost, damage, or expense resulting at any time from any and all clauses due to any acts, or negligence, or the failure to exercise proper precautions of or by itself or its own agents to this agreement. Subrecipient agrees to carry appropriate liability insurance (e.g., general liability, directors and officers, errors, and omissions, etc.) to safeguard funds and assets acquired through this Agreement.

SECTION 19: PROJECT TERMINATION

This Agreement may be terminated by the California Fire Safe Council or Subrecipient upon 30-days written notice to the other party.

If either party terminates the Agreement prior to the completion of the Project, Subrecipient shall take all reasonable measures to prevent further costs to the Project under the Agreement and the CFSC shall be responsible for any reasonable and non-cancelable obligations incurred by Subrecipient in the performance of this Agreement prior to the date of the notice to terminate, but only up to the undisbursed balance of funding authorized in this Agreement.

Failure by Subrecipient to comply with the terms of this Agreement may be cause for suspension of all obligations of the CFSC hereunder at the discretion of the CFSC.

Failure of Subrecipient to comply with the terms of this Agreement shall not be cause for the suspension of all obligations of the CFSC hereunder if in the judgement of the CFSC such failure was due to no fault of Subrecipient. At the discretion of the CFSC, any amount required to settle at minimum cost any irrevocable obligations properly incurred shall be eligible for reimbursement under this Agreement.

Final payment to Subrecipient may not be made until the CFSC determines the Project conforms substantially to this Agreement.

If Subrecipient terminates the Project pursuant to this Section 19, Subrecipient shall return all unused monies awarded pursuant to this Agreement within 30 days to CFSC.

SECTION 20: NON-DISCRIMINATION

The California Fire Safe Council and the State of California prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, sex, marital status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance program. Subrecipient shall not discriminate against any person on any of these bases.

SECTION 21: CONFLICT OF INTEREST

Subrecipient or anyone acting on behalf of Subrecipient shall not have any conflicting personal and/or financial interests in carrying out the duties of this Agreement.

SECTION 22: SPECIAL CONDITIONS

Attachment: Sub Award County Coordinator Grant (RES-2023-67 : Accept Grant for 22 CALFIRE County Coordinator Program)

No ground disturbing activities are permitted under this Subaward agreement.

Greenhouse Gas Emissions data: For project with ground disturbing work, Subrecipient will be required to submit information about project size, vegetation type, location, and treatment area so that CAL FIRE staff may complete emissions calculations for the project. Calculations will be completed using an existing methodology produced by CAL FIRE and the California Air Resources Board for the Forest Health Program. Subrecipient will be required to provide a shapefile (GIS Polygon) and/or geo points (point feature). Additional information will be provided during the execution of this Agreement.

SECTION 23: DISPUTE RESOLUTION PROCEDURES

Mediation of Disputes. Any dispute or claim in law or equity arising out of this agreement, the Subaward or any resulting transaction including, but not limited to, any and all disputes regarding the auditing of or the use of the Subaward by the Subrecipient and any and all other disputes between the CFSC and the Subrecipient, including any and all legal, monetary, equitable, including injunctive relief (collectively referred to herein as “Disputes”), shall be subject to mediation as a condition precedent to arbitration. The parties shall endeavor to resolve any Disputes by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Commercial Arbitration and Mediation Procedures of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to this agreement and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration, but in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of sixty (60) days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. The parties shall share the mediator's fees and any filing fees equally. The mediation shall be held at a location in Sacramento, California that is mutually agreed upon by the parties and shall be a minimum of a four-hour mediation before satisfaction of mediation as a condition precedent to arbitration is satisfied. Agreements reached in mediation shall be enforceable as settlements in any court having jurisdiction thereof.

Arbitration of Disputes. Any dispute or claim in law or equity arising out of this agreement, the Subaward or any resulting transaction including, but not limited to, any and all disputes regarding the auditing of or the use of the Subaward by the Subrecipient and any and all other disputes between the CFSC and the Subrecipient, including any and all legal, monetary, equitable, including injunctive relief (collectively referred to herein as “Disputes”), subject to enforceability determined by the arbitrator, shall be decided by neutral binding arbitration, with an arbitrator that has at least 10 years of experience as an auditor and is familiar with generally accepted accounting principles for state and local government units and with auditing standards generally accepted in the United States of America; Government Auditing Standards issued by the Comptroller General of the United States; the Single Audit Act of 1984 as amended in July 1996 and the provisions of OMB Guidance 2 CFR part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards - Subpart F – Audit Requirements. The arbitrator shall be mutually agreed upon by the parties. If the parties cannot agree on an arbitrator, the parties shall alternately strike names from a list provided by the American Arbitration Association until only one name remains. The parties shall share the arbitrator's fees and any filing fees equally. The arbitrator shall conduct the arbitration in accordance with the expedited procedures provided for in the Commercial Arbitration and Mediation Procedures of the American Arbitration Association currently in effect and not by court action, except as provided by law for judicial review of Arbitration proceedings. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitrator shall not have the power to award punitive damages. In the event of a disagreement as to the selection of an arbitrator, the Judicial Mediation and Arbitration Services, Inc. office, shall select an arbitrator who meets the qualifications required in the arbitration provision above. Claims less than $10,000.00 shall be litigated in Small Claims Court at the request of either party, however, initiation of a Small Claims Court action shall not be deemed a waiver by the other party of its right to arbitrate any counter or cross claims.

NOTICE: BY SIGNING THIS AGREEMENT YOU ARE AGREEING TO HAVE ANY DISPUTE GREATER THAN $10,000.00 ARISING OUT OF THE MATTERS INCLUDED IN THE ‘ARBITRATION OF DISPUTES’ PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE ‘ARBITRATION OF DISPUTES’ PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE BUSINESS AND PROFESSIONS CODE OR OTHER APPLICABLE LAW. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

MATTERS INCLUDED IN THE ‘ARBITRATION OF DISPUTES’ PROVISION WILL BE SUBJECT TO NEUTRAL ARBITRATION

SECTION 24: AUTHORITY AND ACCEPTANCE

All necessary action has been taken by Subrecipient to accept this Agreement, authorize the undersigned to execute this Agreement, and perform the Project as set forth in this Agreement.

SECTION 25: CONTACTS

Subrecipient Contact
Chris Bernard
chris.bernard@fire.ca.gov
209-966-4330

CFSC County Coordinator Grant Specialist Contact
Julia Marsili
jmarsili@cafiresafecouncil.org
916-538-1852

Best wishes for success on the project!
_/s/ Bob Roper, Chairman for California Fire Safe Council, Inc

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Signatures

Mariposa County Fire Department	California Fire Safe Council
Not signed yet.	

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MARIPOSA COUNTY

Health and Human Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2023-68

MEETING: February 7, 2023

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: Approve Agreement with NinePatch, Inc. for a Community Information Exchange (CIE)

RECOMMENDATION AND JUSTIFICATION:
Approve the Software as a Service (SaaS) Agreement, Statement of Work (SOW), and Business Agreement (BA) with NinePatch, Inc. for a Community Information Exchange (CIE) in an amount up to $562,800, and authorize Mariposa County Board of Supervisors Chair to Sign the Agreement, and the Health and Human Services Agency (HHSA) Director to Sign any Project Change Orders under the amount of $20,000 (as approved by County Counsel).

The California Department of Health Care Services (DHCS) utilized $150 million in funding received from the Behavioral Health Continuum Infrastructure Program (BHCIP) and $55 million received from the Substance Abuse and Mental Health Services Administration through the Coronavirus Response and Relief Appropriations Act (CRRSAA) to solicit applications to support and expand behavioral health mobile crisis and non-crisis services. HHSA was awarded a grant in the amount of $700,000 to implement a Community Information Exchange with these funds.

A CIE is a software application that can share information across various collaborative entities and organizations for improved care coordination and case management. The CIE will also serve as a data repository so that we can better capture data and measure outcomes. The data that is gathered will allow us to identify areas in which preventative care can be utilized in order to save money for providing reactive care such as Emergency Room visits.

After issuing an Request for Proposal (RFP) and careful evaluation of responses, three potential vendors were given additional screening and allowed to present product demonstrations to a team that included HHSA staff, County IT, JCF, Alliance for Community Transformations, and one member from the Board of Supervisors. A finalist was selected from the final three and we have decided to partner with NinePatch, Inc. for our CIE implementation. This vendor not only meets and exceeds the needs set forth in the RFP, but also have a rapidly expanding footprint in CA.

NinePatch began in early 2019 as a partnership between two pioneers and innovators

in the world of health information technology and exchange networks: Quality Health Network (Grand Junction, CO) and Stella Technology (San Jose, CA). NinePatch's staff leverages their decades of expertise in interoperability including processing billions and billions of messages in virtually every format imaginable. World class expertise includes building and deploying over sixty-five Health Information Exchanges (HIEs) across the globe. NinePatch is the recipient of the Robert Wood Johnson Foundation in the Social Determinants of Health (SDoH) Client Profile category in 2019 out of 114 companies nationwide, for creating a "Whole Person" picture across physical, behavioral, and social domains to expedite help for those most at risk, filling in gaps in care, and optimizing the well-being of clients.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
On 6/7/2022 the Board approved RES 2022-333 ID # 13004, for the acceptance of $700,000 in funding from CCMU to implement a Community Information Exchange.

On 1/2/2022 the Board approved RES 2022-13 ID #12421, for the acceptance of $500,000 in funding from CCMU that included: (1) hiring a Psychiatric Registered Nurse to enable Triage Response Assessment Crisis (TRAC) to have the option of field medication administration, (2) purchasing a dedicated crisis care van equipped with resources for stabilizing clients in crisis, (3) purchasing a Tahoe 4x4 capable of accessing all areas of the county in all weather conditions.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
The Board can choose to not approve the agreement with NinePatch, and HHSA will select an alternate vendor from the RFP responses.

FINANCIAL IMPACT:
This agreement has a not-to-exceed amount of $562,800, to be applied to the CCMU Community Information Exchange Grant, RES 2022-333 ID 13004.

ATTACHMENTS:
NinePatch Mariposa WPC SaaS Agreement with Exhibits FOR EXECUTION v2 (1) (PDF)

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

NinePatch

SOFTWARE AS A SERVICE AGREEMENT

NinePatch Whole Person Care

This Software as a Service Agreement ("SaaS Agreement") is entered into between Mariposa County Health & Human Services ("**Customer**"), with the address of 5362 Lemee Lane, PO Box 99, Mariposa, CA 95338, and NinePatch, Inc. ("**NinePatch**"), with the principal mailing address of PO Box 24368, Knoxville, TN 37933. Customer and NinePatch are collectively referred to as **"Parties."** NinePatch and Customer agree that the following terms and conditions will apply to the services provided under this Agreement and any orders placed hereunder and Exhibits attached hereto. The Term of this SaaS Agreement (**"Subscription Term"**) begins on the **"Effective Date"** set forth herein. All Exhibits and appendices, as well as any amendments thereto, included with this SaaS Agreement are incorporated fully by reference. To the extent there are conflicting terms between this SaaS Agreement and the Exhibits, this SaaS Agreement will control to the extent of those inconsistencies, except as provided in Section 5.1 below regarding Change Orders. All definitions set forth herein translate to all incorporated Exhibits and Change Orders.

For good and valuable consideration, the parties hereby agree as follows:

1. DEFINITIONS

"**Administrator User**" means each Customer employee designated by Customer to serve as technical administrator of the SaaS Services on Customer's behalf. Each Administrator User must complete training and possess the qualifications required by NinePatch.

"Change Order" is a written document either attached to this SaaS Agreement under Exhibit C (or executed separately by NinePatch and Customer and incorporated fully by reference into this Agreement) for the purpose of purchasing SaaS Services (defined below) under the terms and conditions of this SaaS Agreement. All Change Orders will be named in a manner tying it to this SaaS Agreement (i.e., Customer ID/Execution Date/CO#X).

"Collateral Materials" means any piece of media provided to Customer by NinePatch related to the NinePatch Software, including printed materials and digital content.

"Customer Content" means all data and materials provided by Customer to NinePatch or entered by Customer directly into any NinePatch licensed system for use in connection with the SaaS Services, including, but not limited to Customer applications, assessments, forms, graphics, Customer Client's data and data files.

"Deliverables" means the items set forth in Exhibit A of this SaaS Agreement.

"**Documentation**" means the user guides, online help, release notes, training materials, and other documentation (including any media, video, diagrams, screenshots, methodologies, brochures and all proprietary collateral) made available by NinePatch to Customer, for current or future releases, regarding the use or operation of the SaaS Services.

"Exchange Platform" refers to the NinePatch SaaS platform, also referred to as **"Platform"** in this SaaS Agreement.

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NinePatch

"**Host/Hosting**" means the computer equipment on which the Software is installed, which is provisioned, maintained, and supported by NinePatch or its subcontractors.

"NinePatch" is the corporate name and the name for the SaaS platform.

"**Other Services**" means all technical and non-technical services performed or delivered by NinePatch including, without limitation, implementation services, consulting services and other professional services, as well as training and education services not included in this SaaS Agreement or the Exhibits. Other Services will be provided on a time and material basis at such times or during such periods as will be specified in a Change Order and mutually agreed to by the Parties by execution of the Change Order. All Other Services will be provided on a non-work-for-hire basis.

"Personal Data" refers to any information relating to an identified or identifiable natural person.

"Platform" refers to the NinePatch SaaS platform.

"Region(s)" means any County in the State of California that falls within the SaaS Region, as defined below.

"SaaS Region" is the geographical region subject to the terms of this SaaS Agreement and comprised of the specified County(s) in the State of California.

"**SaaS Services**" refers to the specific NinePatch services including and related to the NinePatch Platform. These SaaS Services are identified in Exhibit A and may be expanded through future requested, and NinePatch approved, Change Orders. SaaS Services refers to the as-is version of the generally available Software as of the date this SaaS Agreement is executed.

"**Software**" means the object code version of any software to which Customer is provided access as part of the SaaS Service, including any updates or new versions.

"Support/Help Desk and Maintenance Services" means the support and maintenance services provided by NinePatch to Customer pursuant to this SaaS Agreement and Exhibit D. Depending on the specific Statement(s) of Work, Support/Help Desk and Maintenance Services may or may not be applicable and this will be set forth in such Statement(s) of Work.

"Use" means (i) executing the Software or loading the Software into a computer RAM or other primary memory, and (ii) copying the Software for archival or emergency restart purposes.

"User(s)" means Customer's authorized employees, agents, assigns, representatives, independent contractors, or other persons or entities with appropriate job-related reasons to access Customer or Customer's Network Member data as authorized by Customer or Customer's network, to access, enter, view, edit, use, or disclose information, including PHI (Protected Health Information), utilizing the SaaS Services supplied by NinePatch pursuant to this SaaS Agreement.

"User Licenses" means the number of then current individually named Users authorized to access the Platform. Users are classified as active, inactive, suspended or terminated. A terminated User is not counted towards User License counts.

"Version/Release" is a change to the Software that provides functionality enhancements.

"White Label" refers to the fully supported NinePatch Software licensed by NinePatch to Customer, which Customer may customize with their own brand, logo, and identity. See Section 3 "Restrictions" below.

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2. SaaS SERVICES

2.1 During the Subscription Term identified in Section 6.1 below, Customer will receive a nonexclusive, non-assignable, non-transferrable royalty free, right to access and use the SaaS Services in the SaaS Region, solely for internal business operations subject to the terms of this SaaS Agreement and up to the number of Users documented in Exhibit A attached hereto.

2.2 Customer acknowledges that this SaaS Agreement is a licensing agreement governing the rights and responsibilities of the Parties related solely to the use of the Software within the SaaS Region, and NinePatch will not be setting up additional instances of the Software. Any additional territories will be added as SaaS Regions, as defined above. NinePatch will not be delivering copies of the Software to Customer as part of the SaaS Services.

2.3 NinePatch reserves the right, in its sole discretion, to make any changes to the SaaS Services that it deems necessary or useful to: (a) maintain or enhance: (i) the quality or delivery of the SaaS Services; (ii) the use of the SaaS Services by Customer; or (iii) the cost efficiency or performance of the SaaS Services; or (b) to comply with applicable law. Such changes may include, but are not limited to, changes to access controls, and change management and system changes to the NinePatch platform.

2.4 Except as otherwise expressly provided in this Agreement, as between the parties:

(a) NinePatch has and will retain sole control over the operation, provision, maintenance, and management of the SaaS Services; and

(b) Customer has and will retain sole control over the operation, maintenance, and management of, and all access to and use of, the Customer's hosted environment, and sole responsibility for all access to and use of Customer Content by any person by or through the Customer Hosted environment or any other means controlled by Customer or any Administrator User.

3. RESTRICTIONS

3.1 Customer shall not, and shall not permit anyone, including employees, sub-contractors, administrators, network members, users, or others to: (i) copy or republish the SaaS Services or Software; (ii) make the SaaS Services available to any person other than authorized Users; (iii) use, access or resell the SaaS Services to provide service bureau, time-sharing or other computer hosting services to third parties; (iv) remove, modify, or obscure any copyright, trademark or other proprietary notices contained in the Software used to provide the SaaS Services or in the Documentation; (v) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code of the Software used to provide the SaaS Services, except and only to the extent such activity is expressly permitted by applicable law; or (vi) access the SaaS Services or use the Documentation (defined in Section 1, above) in order to build a similar product or competitive product. Subject to the limited licenses granted herein, NinePatch shall own all right, title, and interest in and to the SaaS Services, Documentation, and other deliverables provided under this SaaS Agreement, including all modifications, improvements, upgrades, derivative works and feedback related thereto and intellectual property rights therein. Customer agrees to assign all right, title, and interest it may have in the foregoing to NinePatch. Additionally, Customer agrees that any restrictions on use

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populated inside the Platform are incorporated into this agreement and it is incumbent on Customer and Users to comply with all such restrictions.

3.2 Restrictions related to "White Labeling" the NinePatch Software include all restrictions in this Section 3. Additionally, Customer may not rebrand, modify or alter any Collateral Materials, including videos, web links, user guides, and other support or training documentation supplied to Customer by NinePatch, without the prior written consent of NinePatch.

3.3 Restrictions related to Application Programming Interfaces (APIs) Licensing – NinePatch and Customer will, at Customer's request, agree to specific API Licensing agreements related to Use of APIs within the SaaS Region.

4. CUSTOMER RESPONSIBILITIES

4.1 Assistance. Customer shall provide commercially reasonable information and assistance to NinePatch to enable NinePatch to deliver the SaaS Services. Additional Customer Responsibilities are set forth in Exhibit A to this SaaS Agreement. Upon request from NinePatch, Customer shall promptly deliver Customer Content to NinePatch in an electronic file format acceptable to NinePatch. Customer acknowledges that NinePatch's ability to deliver the SaaS Services (and Other Services set forth in a duly approved Change Order) in the manner provided in this SaaS Agreement may depend upon the accuracy and timeliness of such information and assistance as well as resource availability.

4.2 Compliance with Laws. Customer shall comply with all applicable local, state, national, and foreign laws in connection with its use of the SaaS Services, including those laws related to data privacy, international communications, and the transmission of technical or personal data, including the Health Insurance Portability and Accountability Act (HIPAA) and the Health Information Technology for Economic and Clinical Health (HITECH) Act. Customer acknowledges that it is solely responsible for identifying all laws applicable to it and NinePatch shall have no obligation or responsibility to inform Customer of any changes in such laws. Customer acknowledges that NinePatch exercises no control over the content of the information transmitted by Customer or the Users through the SaaS Services. Customer shall not upload, post, reproduce, or distribute any information, software or other material protected by copyright, privacy rights, or any other intellectual property right without first obtaining the permission of the owner of such rights. NinePatch's conformance with applicable laws, and any material impact such compliance may have on the terms and conditions of this SaaS Agreement, is NOT considered a breach by NinePatch of this or any associated agreements except insofar as a conformance or nonconformance directly contradicts an explicit commitment in Exhibit A to this agreement. All other terms and conditions of this SaaS Agreement and associated agreements will remain in full effect. This includes NinePatch's compliance with any and all information security laws, rules and regulations that could impact the terms and conditions in this SaaS Agreement.

4.3 Unauthorized Use & False Information. Customer shall: (a) notify NinePatch immediately of any unauthorized use of any password or user ID or any other known or suspected breach of security; (b) report to NinePatch immediately and use reasonable efforts to stop any unauthorized use of the SaaS Services that is known or suspected by Customer or any authorized User; and (c) not provide false identity information to gain access to or use the SaaS Services.

4.4 Administrator Access. Customer shall employ all physical, administrative, and technical controls, screening, and security procedures and other safeguards necessary to; (a) securely administer the

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distribution and use of all access credentials and protect against any unauthorized access to or use of the SaaS Services; and (b) control the content and use of Customer Content, including the uploading or other provision of Customer Content. Customer shall be solely responsible for (c) the security and use of Customer's and its Administrator Users' passwords or user IDs; (d) all access to and use of the SaaS Services directly or indirectly by or through Customer's systems or its Administrator Users' passwords or user IDs, without or without Customer's knowledge or consent, including all results obtained from, and all conclusions, decisions, and actions based on, such access or use; and (e) the acts and omissions of its Administrator Users. NinePatch shall not be liable for any loss of data or functionality caused directly or indirectly by the Administrator Users. Any services required by Customer to repair faulty changes made by Customer's Administrator Users will be charged to Customer at NinePatch's then standard hourly rate defined in Exhibit B in this agreement.

4.5 Customer Management of Data. Customer is solely responsible for collecting, inputting, and updating all Customer Content stored in its Hosted environment, and for ensuring that the Customer Content, and Customer's network member content, does not (i) include anything that actually or potentially infringes or misappropriates the copyright, trade secret, trademark, or other intellectual property right of any third party; or (ii) contain anything that is obscene, defamatory, harassing, offensive. or malicious. Customer acknowledges and agrees that NinePatch is not responsible for the collecting, inputting, or updating of any Customer Content, nor the accuracy or completeness of any Customer Content existing in Customer's Hosted environment that has been entered by Customer or any Administrator User or that is populated by or through message passing interface (MPI) or single sign on (SSO).

4.6 Customer Data Authorization to NinePatch. Subject to the terms and conditions of this SaaS Agreement, Customer authorizes NinePatch to copy, store, configure, perform, display, and transmit Customer content solely as necessary to provide the SaaS set forth in this Agreement to Customer.

4.7 Ownership and Restrictions. Customer retains ownership and intellectual property rights to its Customer Content. NinePatch or its licensors retain all ownership and intellectual property rights to the services, Software programs, and anything developed and delivered under this SaaS Agreement. Third party technology that may be appropriate or necessary for use with some NinePatch programs is specified in the program documentation or ordering document as applicable. Customer's right to use such third-party technology is governed by the terms of the third-party technology license agreement entered into by NinePatch and not under this SaaS Agreement. Additionally, NinePatch has sole discretion to select and change third-party technology vendors with regard to the provision of services under this SaaS Agreement. If a third-party technology vendor is changed, the new vendor capabilities will at least meet the minimum requirements set forth in this SaaS Agreement.

4.8 Customer Suggestions. NinePatch shall have a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate, in its sole discretion, into the SaaS Services any suggestions, enhancement requests, recommendations or other feedback provided by Customer, including Administrator Users, relating to the operation of the SaaS Services.

5. CHANGE ORDERS AND ALL PAYMENTS

5.1 Change Orders. Customer shall submit requests for Other Services as modifications to the SaaS Services pursuant to a Change Order, requested as set forth in Exhibit C. All Other Services acquired by

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Customer related to the SaaS Services provided under this SaaS Agreement shall be governed exclusively by this SaaS Agreement and any applicable executed Change Order(s). In the event of a conflict between the terms of a Change Order and this SaaS Agreement, the terms of the Change Order shall take precedence as related to Change Order fees, invoicing schedule(s), targeted deliverables, and schedule.

5.2 Invoicing and Payments. Unless otherwise provided in Exhibit B, or an amendment thereto, NinePatch shall invoice Customer for all fees on the Effective Date of the SaaS Agreement and upon execution of any amendment to Exhibit B. Customer shall pay all undisputed invoices within 30 calendar days (net 30) after Customer receives the invoice. Except as expressly provided otherwise in this SaaS Agreement, including Exhibit B, all fees are non-refundable. All fees are stated in United States Dollars and must be paid by Customer to NinePatch in United States Dollars.

If Customer fails to make any payment when due, in addition to all other remedies that may be available:

(a) NinePatch may, after 60 days, charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable law;

(b) Customer shall reimburse NinePatch for all reasonable costs incurred by NinePatch in collecting any late payments or interest, including attorneys' fees, court costs, and collection agency fees;

(c) if such failure continues for thirty (30) days following written notice thereof, NinePatch may suspend performance of the SaaS Services until all invoiced amounts due, and interest thereon, have been paid, without incurring any obligation or liability to Customer or any other person by reason of such suspension, and;

NinePatch retains the right to adjust any fees annually to account for increases in NinePatch-vendor pricing to NinePatch. Any such increases will be passed through to Customer and will not exceed five percent (5 %) or the Consumer Pricing Index value each year, whichever is higher.

5.3 Expenses. Customer will reimburse NinePatch for its reasonable, out-of-pocket travel and related expenses incurred in performing the Other Services as referenced in Exhibit B. NinePatch shall request Customer's signed approval prior to incurring any such expense. NinePatch shall comply with Customer's travel and expense policy if made available to NinePatch prior to the required travel.

5.4 Taxes. NinePatch shall bill Customer for applicable taxes as a separate line item on each invoice. Customer shall be responsible for payment of all sales and use taxes, value added taxes (VAT), or similar charges relating to Customer's purchase and use of the SaaS Services and Other Services. Customer shall not be liable for taxes based on NinePatch's net income, capital, or corporate franchise. If Customer is exempt from sales taxes according to the Internal Revenue Service (IRS), Customer will supply NinePatch with evidence of such approved sales tax-exempt status.

6. TERM AND TERMINATION

6.1 Subscription Term of SaaS Agreement. This SaaS Agreement will commence on the Effective Date and will remain in effect for three years, unless sooner terminated as hereinafter set forth (the "Initial Term"). Thereafter, this SaaS Agreement shall automatically renew for successive terms of one year each based on the pricing structure in effect at the end of the Initial Term or immediately

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preceding term, unless earlier terminated pursuant to this SaaS Agreement's express provisions or upon written notice of non-renewal by either party at least 120 days prior to the expiration of the then-current term (each a "Renewal Term" and, collectively, together with the Initial Term, the "Term").

6.2 Termination. In addition to any other express termination right set forth elsewhere in this SaaS Agreement:

(a) Notwithstanding the provisions of Section 6.3 below, NinePatch may terminate this SaaS Agreement, effective on written notice to Customer, if Customer (i) fails to pay any amount when due hereunder, and such failure continues more than 30 days after NinePatch's delivery of written notice thereof; or (ii) breaches any of its obligations under Section 3 (Restrictions), Section 4.5 (Customer Management of Date) or Section 11 (Confidentiality).

(b) Either party may terminate this SaaS Agreement, effective on written notice to the other party, if the other party materially breaches this SaaS Agreement, and such breach: (i) is incapable of cure (as reasonably defined by the non-breaching party); or (ii) being capable of cure, remains uncured 30 days after the non-breaching party provides the breaching party with written notice of such breach.

(c) Either party may terminate this Agreement effective immediately upon written notice to the other party, if the other party: (i) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (ii) files, or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (iii) makes or seeks to make a general assignment for the benefit of creditors; or (iv) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

(d) The timelines set forth in subsections (a), (b), and (c) above shall be tolled in the event either party pursues dispute resolution as set forth in Section 12.18 below.

6.3 Suspension for Non-Payment. In addition to any other rights set forth in this SaaS Agreement, NinePatch reserves the right to suspend delivery of SaaS Services or terminate this SaaS Agreement for cause if Customer fails to timely pay any amounts due to NinePatch under this SaaS Agreement provided that such payment obligation is not subject to a good faith dispute. In the event of a good faith dispute that the Parties cannot resolve, in addition to suspension rights set forth herein, the termination provisions in Section 6.2 will apply. NinePatch will timely notify Customer of such failure to pay and allow a ten (10) business day period to cure such nonpayment. If Customer fails to cure, the SaaS Services shall be suspended effective immediately upon the expiration of such ten (10) business day cure period, without further notification from NinePatch. Suspension of the SaaS Services shall not release Customer of any of its payment obligations under this SaaS Agreement, including all past due payments under this SaaS Agreement, Other Work, and any remaining amounts for SaaS licensing through the Term, as set forth in Exhibit B of this SaaS Agreement. NinePatch's suspension and termination rights under this Section 6.3 shall not be subject to the dispute resolution procedure set forth in Section 12.18 and shall be in addition to the rights set forth in Sections 6.2, 6.4 and 6.5. Customer agrees that NinePatch shall not be liable to Customer or to any third party for any liabilities, claims, or expenses arising from or relating to suspension of the SaaS Services resulting from Customer's nonpayment.

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6.4 Suspension for Ongoing Harm. NinePatch reserves the right to suspend delivery of the SaaS Services if NinePatch reasonably concludes that Customer or a User's use of the SaaS Services is causing immediate and ongoing harm to the Software NinePatch or NinePatch's other customers. In the extraordinary case that NinePatch must suspend delivery of the SaaS Services under this Section 6.4, NinePatch shall give Customer seventy-two (72) hours' written notice prior to any suspension, and the Parties shall diligently attempt to resolve the issue. Notwithstanding the foregoing, NinePatch's suspension rights under this Section 6.4 shall not be subject to the dispute resolution procedure set forth in Section 12.18 and shall be in addition to the rights set forth in Sections 6.2, 6.3 and 6.5. NinePatch shall not be liable to Customer or to any third party for any liabilities, claims, or expenses arising from or relating to any good faith and reasonable suspension of the SaaS Services in accordance with this Section 6.4. Nothing in this Section 6.4 will limit NinePatch's rights under Sections 6.2, 6.3 and 6.5.

6.5 Effect of Termination. Upon the effective date of termination of this SaaS Agreement or expiration of the Subscription Term as provided above, NinePatch shall immediately cease providing the SaaS Services and all usage rights granted under this SaaS Agreement shall terminate. If NinePatch terminates this SaaS Agreement due to any breach by Customer, then Customer shall immediately pay to NinePatch all amounts then due under this SaaS Agreement and to become due during the remaining term of this SaaS Agreement, but for such termination. If Customer terminates this SaaS Agreement due to a breach by NinePatch, then NinePatch shall immediately repay to Customer all pre-paid amounts for any unperformed SaaS Services scheduled to be delivered after the termination date. If Customer terminates this SaaS Agreement without cause, then NinePatch shall immediately repay to Customer the lesser of (i) the prorated value of six months' worth of pre-paid amounts for any unperformed SaaS Services scheduled to be delivered after the termination date, or (ii) pre-paid amounts for any unperformed SaaS Services scheduled to be delivered after the termination date.

(a) Upon termination of this SaaS Agreement and upon subsequent written request by the disclosing party, the receiving party of tangible Confidential Information shall immediately return such information or destroy such information and provide written certification of such destruction, provided that the receiving party may permit its legal counsel to retain one archival copy of such information in the event of a subsequent dispute between the Parties.

(b) Upon termination of this SaaS Agreement, all Customer data, including but not limited to all Personal Data in NinePatch's possession, will be provided to Customer.

(c) The provisions set forth in the following sections, and any other right or obligations of the parties to this SaaS Agreement that, by its nature, should survive termination or expiration of this SaaS Agreement, will survive any expiration or termination of this SaaS Agreement: Section 3 (Restrictions), Section 6.5 (Effect of Termination), Section 8 (Warranties), Section 9 (Limitations of Liability), Section 10 (Indemnification), Section 11 (Confidentiality), and Section 12 (General Provisions).

7. SERVICE LEVEL AGREEMENT

The Service Level Agreement ("**SLA**") for the SaaS Services is set forth in Exhibit D hereto. The SLA sets forth Customer's sole remedies relating to any claims based on availability or quality of the SaaS Services, including any failure to meet any guarantee set forth in the SLA.

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8. WARRANTIES

8.1 Warranty. NinePatch represents and warrants that it will provide the SaaS Services in a professional manner consistent with general industry standards and that the SaaS Services will perform substantially in accordance with the Documentation. Customer's exclusive remedy for any breach of a warranty shall be as provided in Section 6, Term and Termination.

8.2 NINEPATCH WARRANTS THAT THE SAAS SERVICES WILL PERFORM IN ALL MATERIAL RESPECTS IN ACCORDANCE WITH THE DOCUMENTATION. NINEPATCH DOES NOT GUARANTEE THAT THE SAAS SERVICES WILL BE PERFORMED ERROR-FREE OR UNINTERRUPTED, OR THAT NINEPATCH WILL CORRECT ALL SAAS SERVICES ERRORS. CUSTOMER ACKNOWLEDGES THAT NINEPATCH DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMERCIAL COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND VOICE AND DATA SERVICES PROVIDED BY COMMERICAL CARRIER LINES, TO INCLUDE FACSIMILE OR TEXT MESSAGING, AND THAT THE SAAS SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMERCIAL COMMUNICATIONS FACILITIES. THIS SECTION SETS FORTH THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY NINEPATCH (EXPRESS OR IMPLIED) WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT GENERALLY AND THE SAAS SERVICES. NEITHER NINEPATCH NOR ANY OF ITS LICENSORS OR OTHER SUPPLIERS WARRANT OR GUARANTEE THAT THE OPERATION OF THE SOFTWARE AND THE HOST/HOSTING SERVICE AS DEFINED IN THIS SAAS AGREEMENT WILL BE UNINTERRUPTED, VIRUS-FREE OR ERROR-FREE, NOR SHALL NINEPATCH OR ANY OF ITS SERVICE PROVIDERS BE LIABLE FOR UNAUTHORIZED ALTERATION, THEFT, OR DESTRUCTION OF CUSTOMER'S OR ANY USER'S DATA, FILES, OR PROGRAMS.

9. LIMITATIONS OF LIABILITY

NEITHER PARTY (NOR ANY LICENSOR OR OTHER SUPPLIER OF NINEPATCH) SHALL BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST BUSINESS, PROFITS, DATA, OR USE OF ANY SERVICE, INCURRED BY EITHER PARTY OR ANY THIRD PARTY IN CONNECTION WITH THIS SAAS AGREEMENT, REGARDLESS OF THE NATURE OF THE CLAIM (INCLUDING NEGLIGENCE), EVEN IF FORESEEABLE OR THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NEITHER PARTY'S AGGREGATE LIABILITY FOR DAMAGES UNDER THIS SAAS AGREEMENT, REGARDLESS OF THE NATURE OF THE CLAIM (INCLUDING NEGLIGENCE), SHALL EXCEED THE FEES PAID OR PAYABLE BY CUSTOMER FOR SOFTWARE LICENSING UNDER THIS SAAS AGREEMENT DURING THE 12 MONTHS PRECEDING THE DATE THE CLAIM AROSE. In no event shall NINEPATCH be liable for any damages relating to any Services previously delivered and accepted work under this SaaS Agreement. The foregoing limitations shall not apply to the Parties' obligations (or any breach thereof) under Section 3 (Restrictions), Section 10 (Indemnification), or Section 11 (Confidentiality).

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10. INDEMNIFICATION

10.1 Indemnification by NinePatch. If a third party makes a claim against Customer that the SaaS Services infringe any patent, copyright, or trademark, or misappropriate any trade secret, NinePatch shall defend Customer and its directors, officers, and employees against such claim at NinePatch's expense and NinePatch shall pay all losses, damages, and expenses (including reasonable attorneys' fees) awarded against Customer or agreed to in a written settlement agreement signed by NinePatch, to the extent arising from the claim. NinePatch shall have no liability for any claim based on: (a) the Customer Content; (b) modification of the SaaS Services not authorized by NinePatch; or (c) use of the SaaS Services other than in accordance with the Documentation and this SaaS Agreement. In the event of a claim of infringement against Customer, and in lieu of indemnification as described above, NinePatch may, at its sole option and expense, procure for Customer the right to continue use of the SaaS Services, modify the SaaS Services in a manner that does not materially impair the functionality, or terminate the Subscription Term and repay to Customer any amount paid by Customer with respect to the Subscription Term following the termination date.

10.2 Indemnification by Customer. If a third party makes a claim against NinePatch that the Customer Content infringes any patent, copyright, or trademark, or misappropriates any trade secret, Customer shall defend NinePatch and its directors, officers, and employees against such claim at Customer's expense and Customer shall pay all losses, damages and expenses (including reasonable attorneys' fees) awarded against NinePatch or agreed to in a written settlement agreement signed by Customer, to the extent arising from the claim.

10.3 Conditions for Indemnification. A party seeking indemnification under this section shall: (a) promptly notify the other party of the claim; (b) give the other party sole control of the defense and settlement of the claim (subject to the right of the indemnifying party to sign any settlement agreement); and (c) provide, at the other party's expense, for out-of-pocket expenses related to such, the assistance, information, and authority reasonably requested by the other party in the defense and settlement of the claim.

11. CONFIDENTIALITY

11.1 Definition. "**Confidential Information**" means any information disclosed by a party to the other party, directly or indirectly, which, (a) if in written, graphic, machine-readable or other tangible form, is marked as "confidential" or "proprietary"; (b) if disclosed orally or by demonstration, is identified at the time of initial disclosure as confidential and is confirmed in writing to the receiving party to be "confidential" or "proprietary" within 30 days of such disclosure; (c) is specifically deemed to be confidential by the terms of this SaaS Agreement; or (d) reasonably appears to be confidential or proprietary because of the circumstances of disclosure and the nature of the information itself. Confidential Information will also include information disclosed by third parties to a disclosing party under an obligation of confidentiality. Subject to the display of Customer Content as contemplated by this SaaS Agreement, Customer Content is deemed Confidential Information of Customer. NinePatch software and Documentation are deemed Confidential Information of NinePatch.

11.2 Confidentiality. During the term of this SaaS Agreement and for five years thereafter (perpetually in the case of software), each party shall treat as confidential all Confidential Information of the other party, shall not use such Confidential Information except to exercise its rights and perform its

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obligations under this SaaS Agreement, and shall not disclose such Confidential Information to any third party. Without limiting the foregoing, each party shall use at least the same degree of care, but not less than a reasonable degree of care, it uses to prevent the disclosure of its own confidential information to prevent the disclosure of Confidential Information of the other party. Each party shall promptly notify the other party in writing of any actual or suspected misuse or unauthorized disclosure of the other party's Confidential Information. Neither party shall reverse engineer, disassemble, or decompile any prototypes, software, or other tangible objects which embody the other party's Confidential Information, and which are provided to the party hereunder. Each party may disclose Confidential Information of the other party on a need-to-know basis to its contractors who are subject to confidentiality agreements requiring them to maintain such information in confidence and use it only to facilitate the performance of their services on behalf of the receiving party related to this SaaS Agreement.

11.3 Exceptions. Confidential Information excludes information that: (a) is known publicly at the time of the disclosure or becomes known publicly after disclosure through no fault of the receiving party; (b) is known to the receiving party, without restriction, at the time of disclosure or becomes known to the receiving party, without restriction, from a source other than the disclosing party not bound by confidentiality obligations to the disclosing party; or (c) is independently developed by the receiving party without use of the Confidential Information as demonstrated by the written records of the receiving party. The receiving party may disclose Confidential Information of the other party to the extent such disclosure is required by law or order of a court or other governmental authority, provided that the receiving party shall use reasonable efforts to promptly notify the other party prior to such disclosure to enable the disclosing party to seek a protective order or otherwise prevent or restrict such disclosure. Each party may disclose the existence of this SaaS Agreement and the relationship of the Parties but agrees that the specific terms of this SaaS Agreement will be treated as Confidential Information, to the extent permitted by law; provided, however, that each party may disclose the terms of this SaaS Agreement to those with a need to know and under a duty of confidentiality such as vendors, suppliers, accountants, lawyers, bankers, and investors.

12. GENERAL PROVISIONS

12.1 Non-Exclusive Service. Customer acknowledges that SaaS Services are provided on a non-exclusive basis. Except as provided in this section, nothing herein shall be deemed to prevent or restrict NinePatch's ability to provide the SaaS Services or other technology, including any features or functionality first developed for Customer, to other parties.

12.2 Personal Data. Customer hereby acknowledges and agrees that NinePatch's performance of this SaaS Agreement may require NinePatch to process, transmit, and/or store personal data of Customer's clients, employees or affiliates. By submitting personal data to NinePatch, Customer agrees that NinePatch and its Affiliates may process, transmit, and/or store personal data only to the extent necessary for, and for the sole purpose of, enabling NinePatch to perform its obligations under this SaaS Agreement. In relation to all Personal Data provided by or through Customer to NinePatch, Customer will be responsible as sole Data Controller for complying with all applicable data protection or similar laws, including but not limited to EU Directive 95/46/EC and laws implementing such Directive that regulate the processing of Personal Data and special categories of data as such terms are defined in that Directive. Customer agrees to obtain all necessary consents and make all necessary disclosures before including Personal Data in Customer Content and using the Software and NinePatch SaaS Services. Customer confirms that Customer is solely responsible

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for any Personal Data that may be contained in Customer Content, including any information which any User shares with third parties on Customer's behalf. Customer is solely responsible for determining the purposes and means of processing Personal Data of its clients by NinePatch under this SaaS Agreement, including that such processing according to Customer's instructions will not place NinePatch in breach of applicable data protection laws. Customer is responsible for ensuring that all data placed into the Platform by Customer or Users comports with all associated restrictions or special requirements, including but not limited to, any cross-border transfer restrictions.

12.3 NinePatch Personal Data Obligations. In performing the SaaS Services, NinePatch will comply with the NinePatch Privacy Policy. The NinePatch Privacy Policy is subject to change at NinePatch's discretion; however, NinePatch policy changes will not result in a material reduction in the level of protection provided for Customer data during the period for which fees for the services have been paid. The policies referenced in this SaaS Agreement specify the Parties' respective responsibilities for maintaining the security of Customer data in connection with the SaaS Services. NinePatch reserves the right to provide the SaaS Services from Host locations, and/or through use of subcontractors, worldwide. NinePatch subscribes to the United States/European Union Safe Harbor Principles, and as a result, appears on the U.S. Department of Commerce Safe Harbor list (available at http://www.export.gov/safeharbor) as of the Effective Date of this SaaS Agreement. NinePatch's Safe Harbor certification specifically includes NinePatch's performance of services for Customer-provided Personal Data. NinePatch will only process Customer Personal Data in a manner that is reasonably necessary to provide SaaS Services and only for that purpose. NinePatch will only process Customer Personal Data in delivering NinePatch SaaS Services. Customer agrees to provide any notices and obtain any consent related to NinePatch's use of the data for provisioning the SaaS Services, including those related to the collection, use, processing, transfer, and disclosure of Personal Data. Customer shall retain ownership of all Customer data and shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all of Customer data.

12.4 Assignment. Neither party may assign this SaaS Agreement or any right under this SaaS Agreement, without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed; provided however, that either party may assign this SaaS Agreement to an acquirer of all or substantially all of the business of such party to which this SaaS Agreement relates, whether by merger, asset sale, or otherwise. This SaaS Agreement shall be binding upon and inure to the benefit of the Parties' successors and permitted assigns. Either party may employ subcontractors in performing its duties under this SaaS Agreement; provided, however, that by doing so such party shall not be relieved of any obligation under this SaaS Agreement.

12.5 Notices. Except as otherwise permitted in this SaaS Agreement, notices under this SaaS Agreement shall be in writing and shall be deemed to have been given (a) five business days after mailing if sent by registered or certified U.S. mail; (b) when transmitted if sent by facsimile or email, provided that a copy of the notice is promptly sent by another means specified in this section; or (c) when delivered if delivered personally or sent by express courier service. Notices to Customer will be sent to the address for Customer set forth on page 1 of this SaaS Agreement. Notices to NinePatch will be sent to NinePatch, PO Box 24368, Knoxville, TN 37933.

12.6 Force Majeure. Each party will be excused from performance for any period during which, and to the extent that, such party or any subcontractor is prevented from performing any obligation set forth herein, in whole or in part, as a result of causes beyond its reasonable control, and without its fault

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or negligence, including without limitation, acts of God, strikes, lockouts, riots, acts of terrorism or war, epidemics, pandemics, communication line failures, and power failures.

12.7 Waiver. No waiver shall be effective unless it is in writing and signed by the waiving party. The waiver by either party of any breach of this SaaS Agreement shall not constitute a waiver of any other or subsequent breach.

12.8 Severability. If any term of this SaaS Agreement is held to be invalid or unenforceable, that term shall be reformed to achieve as nearly as possible the same effect as the original term, and the remainder of this SaaS Agreement shall remain in full force.

12.9 Entire SaaS Agreement. This SaaS Agreement (including all Change Orders and Exhibits) contains the entire agreement of the Parties and supersedes all previous oral and written communications by the Parties, concerning the subject matter of this SaaS Agreement and related agreements or amendments thereto. This includes any business associate agreements and mutual non-disclosure agreements executed by the Parties, the terms of which are expressly incorporated fully by reference into this SaaS Agreement. This SaaS Agreement may only be amended in writing and signed by both Parties. Standard or printed terms contained in any unexecuted Change Order are deemed rejected and shall be void unless specifically accepted in writing by the party against whom their enforcement is sought; mere commencement of work or payment against an unexecuted Change Order shall not be deemed acceptance of the terms of such Change Order.

12.10 Survival. Sections 3 (Restrictions), 6 (Term and Termination, 8 (Warranties), 9 (Limitations of Liability), 10 (Indemnification), 11 (Confidential) and 12 (General Provisions) of this SaaS Agreement shall survive the expiration or termination of this SaaS Agreement for any reason.

12.11 Cooperation/Collaboration. Customer acknowledges and agrees, in exchange for preferred pricing as given in this SaaS Agreement, and if the Software is performing as expected, to be a business reference and/or referral for NinePatch. Customer also agrees, upon reasonable request, to collaborate with NinePatch's marketing activities around the Software. With Customer's permission, NinePatch may include Customer's name and logo in its customer lists and on its website. Upon full execution of this SaaS Agreement, NinePatch may issue a high-level press release announcing the relationship and the way Customer will use the NinePatch solution. NinePatch shall coordinate its efforts with appropriate communications personnel in Customer's organization to secure approval of the press release, as necessary.

12.12 Export Regulations. Export laws and regulations of the United States and any other relevant local export laws and regulations apply to the SaaS Services. Customer agrees that such export control laws govern its use of the SaaS Services (including technical data) and any services deliverables provided under this Agreement, and Customer agrees to comply with all such export laws and regulations. Customer agrees that no data, information, software programs, and/or materials resulting from SaaS Services and/or Other Services (or direct product thereof) will be exported, directly or indirectly, in violation of these laws.

12.13 No Third-Party Beneficiaries. This SaaS Agreement is an agreement between the Parties, and confers no rights upon either party's employees, agents, contractors, partners or customers, or upon any other person or entity.

12.14 Independent Contractor. The Parties have the status of independent contractors, and nothing in this SaaS Agreement nor the conduct of the Parties will be deemed to place the Parties in any other

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relationship. Except as provided in this SaaS Agreement, neither party shall be responsible for the acts or omissions of the other party or the other party's personnel.

12.15 Statistical Information. NinePatch may anonymously compile statistical information related to the performance of the SaaS Services for purposes of improving the SaaS Services, provided that such information does not identify Customer Content or include Customer's name.

12.16 Governing Law. This SaaS Agreement will be governed by and construed in accordance with the laws of the State of Delaware, excluding any conflict of law principles. Each party irrevocably submits to the exclusive jurisdiction of and venue in the state courts of Delaware in any suit, action, or proceeding relating to the SaaS Agreement. Service of process, summons, notice, or other document by mail to such party's address set forth herein shall be effective service of process for any suit, action, or other proceeding brought in any such court. The United Nations Convention on Contracts for the International Sale of Goods shall not apply. In the event any dispute between the parties in relation to this SaaS Agreement is resolved by a decision of a court, the prevailing party in such suit shall be entitled to recovery of all such party's reasonable attorneys' fees, costs, and expenses.

12.17 Compliance with Laws. NinePatch shall comply with all applicable local, state, national, and foreign laws in connection with its delivery of the SaaS Services, including those laws related to data privacy, international communications, and the transmission of technical or personal data.

12.18 Dispute Resolution. Except with respect to intellectual property rights, Suspension for Non-Payment (as provided in Section 6.3) or Suspension for Ongoing Harm (as provided in Section 6.4), in the event of a dispute between the Parties relating to the interpretation or performance of this SaaS Agreement or the termination thereof, the Parties agree to hold a meeting regarding such dispute within 15 days of written request by either party, attended by representatives of each Party with decision-making authority, to attempt in good faith to negotiate a resolution of the dispute prior to pursuing other available remedies. If, within 15 days after such meeting, the Parties have not succeeded in resolving the dispute, either party may protect its interests by any lawful means available to it, subject to the terms of this SaaS Agreement. Dispute resolution will be conducted, when possible, remotely. If in-person attendance is required, dispute resolution will be conducted in the venue set forth above in Section 12.16.

12.19 Signatures. This SaaS Agreement and all Exhibit incorporated by reference may be executed in multiple counterparts, each of which when executed will be an original, and all of which, when taken together, will constitute one agreement. Delivery of an executed counterpart of a signature page of this SaaS Agreement by facsimile or other electronic transmission (including via PDF) will be effective as delivery of a manually executed counterpart.

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IN WITNESS WHEREOF, the Parties have caused this SaaS Agreement to be executed as of _____, 2023, the **"Effective Date"**, by their duly authorized representatives.

County of Mariposa, a political subdivision	**NinePatch, Inc.**
By: _____	By: _____
Name: _____	Leigh Sterling-Gooden
Title: Chair, Mariposa County Board of Supervisors	President and CEO

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EXHIBIT A

Statement of Work

This Exhibit A incorporates, fully by reference, any future Purchase Orders, Change Orders and Statements of Work ("SOWs") and sets forth the Services to be provided and agreed to by the Parties. Changes to any existing feature functionality of the installed Software shall be addressed through the Change Order process.

1. **Description**
   1.1. NinePatch Whole Person Care (WPC) is a next generation Community Information Exchange (CIE) 2.0 platform. Highly visual, intuitive and purpose built to deliver on the promise of coordinated Social Determinants-based care for populations with multiple needs across Medical, Social and Behavioral care domains.
2. **Deliverables**
   2.1. NinePatch Whole Person Care SaaS License
   2.1.1. Includes 250 User Licenses.
   2.1.2. SaaS Region shall include the following County(s) in California: Mariposa.
   2.1.3. **Setup and Installation**: An instance of the NinePatch WPC shall continue to be made available for use by Customer in two distinct environments: Training and Production. The Training environment is used by Customer Users to conduct community partner (end user) training. The Production environment is used by trained community partner Users to provide services to community members (clients). These instances include NinePatch Generally Available (GA) release functionality only, additional functionality requested by Customer beyond the current GA release shall continue to be implemented through other project deliverables which are identified and contracted separately through the Change Management process in Exhibit C.
   2.1.4. **Project Management**: Provided from kickoff to deployment including scheduled meetings, frequent communications and status updates, organization of project artifacts, and documentation of risks, assumptions, issues, dependencies, and decisions.
   2.1.5. **Training**: Train-the-trainer. Provided to administrators, trainers, and key stakeholders to gain knowledge of the NinePatch system, and gain confidence and experience to lead training and support end users. Topics include Privacy & Consent, Train-the-Trainer Sessions, Administrator Tasks, Reporting, Technical Support Process & Ticketing, Client Batch Upload.
   2.1.6. **Single Sign-On (SSO) Integration**: SSO integration is the process by which a user is authenticated by one system and that authentication is shared with another system. SSO integration refers to the sharing of user identity between an Identity Provider (IDP) that manages identity and a Service Provider (SP) that provides a service. The integration allows a user to authenticate against an IDP and utilize that authentication to automatically access a SP. In scope for the initial project is one (1) SSO integration with inSync EHR, the Platform will act as a SP. Nonstandard integration will trigger additional fees. SSO integration requires the following:
      2.1.6.1. The system to integrate must be able to serve as an Identity Provider (IDP).

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2.1.6.2. The system to integrate must utilize a supported protocol: Active Directory (AD), Lightweight Directory Access Protocol (LDAP), Open Authentication (OAuth 2.0), Open ID Connect (OIDC), OAuth 2.0, or Security Assertion Markup Language (SAML).

2.1.6.3. The system to integrate must provide the necessary configuration: attributes, certificates, endpoints, metadata, and other settings.

2.1.6.4. The system to integrate must allow communication with the Platform identity service, typically through the Internet.

2.1.6.5. The system to integrate must utilize a supported linking identifier: email address or username.

2.1.6.6. SSO users must be provisioned in the Platform prior to initiating a SSO session. The Platform does not allow automatic provisioning of users.

2.1.6.7. Passing client/patient context requires integration with a Master Person Index (MPI) as the Platform requires a unique client/patient identifier.

2.1.6.8. The requirements presume that there are only two systems involved in the authentication process, the system to integrate and the Platform. The SSO process is dependent upon trust between these systems and the trust is non-transitive to other systems.

2.1.7. **Master Person Index (MPI) Integration**: MPI integration refers to the sharing of client/patient identifying, demographic, and contact information between an MPI and NinePatch. The integration ensures that data created for a client in NinePatch can be linked correctly to data for the same client/patient in the MPI and thereby other systems. Support protocols: Application Programming Interfaces (APIs) and HL7 messages (e.g., ADT). Nonstandard integrations will trigger additional fees. In scope for the initial project is one (1) MPI integration with inSync EHR.

2.1.8. **CCS Starter Pack**: Community Convenor Services focused on a review of CIE Toolkit assets as outlined in Exhibit E. Limited to 10 hours, delivered no more than 2 hours per week. Additional CCS hours available through the Change Management Process as outlined in Exhibit C.

2.2. Optional Implementation Services

2.2.1. **Admit, Discharge, Transfer (ADT) Integration**: ADT integration refers to the sharing of patient visit information between a Health Information Exchange (HIE) or another healthcare system and NinePatch. The integration allows information about a patient admission, discharge, or transfer to, from, or between facilities to display in a NinePatch client profile. Supported protocols: Health Level 7 (HL7) v2 or Fast Health Information Resource (FHIR) v4. Nonstandard integrations will trigger additional fees.

2.2.2. **Single Sign-On (SSO) Integration**: SSO integration is the process by which a user is authenticated by one system and that authentication is shared with another system. SSO integration refers to the sharing of user identity between an Identity Provider (IDP) that manages identity and a Service Provider (SP) that provides a service. The integration allows a user to authenticate against an IDP and utilize that authentication to automatically access a SP. The Platform will act as a SP. Nonstandard integration will trigger additional fees. SSO integration requires the following:

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2.2.2.1. The system to integrate must be able to serve as an Identity Provider (IDP).
2.2.2.2. The system to integrate must utilize a supported protocol: Active Directory (AD), Lightweight Directory Access Protocol (LDAP), Open Authentication (OAuth 2.0), Open ID Connect (OIDC), OAuth 2.0, or Security Assertion Markup Language (SAML).
2.2.2.3. The system to integrate must provide the necessary configuration: attributes, certificates, endpoints, metadata, and other settings.
2.2.2.4. The system to integrate must allow communication with the Platform identity service, typically through the Internet.
2.2.2.5. The system to integrate must utilize a supported linking identifier: email address or username.
2.2.2.6. SSO users must be provisioned in the Platform prior to initiating a SSO session. The Platform does not allow automatic provisioning of users.
2.2.2.7. Passing client/patient context requires integration with a Master Person Index (MPI) as the Platform requires a unique client/patient identifier.
2.2.2.8. The requirements presume that there are only two systems involved in the authentication process, the system to integrate and the Platform. The SSO process is dependent upon trust between these systems and the trust is non-transitive to other systems.

2.2.3. **Master Person Index (MPI) Integration**: MPI integration refers to the sharing of client/patient identifying, demographic, and contact information between an MPI and NinePatch. The integration ensures that data created for a client in NinePatch can be linked correctly to data for the same client/patient in the MPI and thereby other systems. Support protocols: Application Programming Interfaces (APIs) and HL7 messages (e.g., ADT). Nonstandard integrations will trigger additional fees.

2.2.4. **Resource Directory (RD) Integration**: This integration refers to the sharing of resource data (organizations and services) between an external resource directory and the integrated NinePatch resource directory. The integration ensures that resource information provided to clients is accurate; data inserted/updated in one resource directory is inserted/updated in the other resource directory. Supported protocols: CSV Upload (via standard template) and APIs. Nonstandard integrations will trigger additional fees.

2.2.4.1. **Note**: Unless there is an integration with a third-party Resource Directory, Customer shall be responsible for populating Resource Directory entries. NinePatch is available to assist if needed through our Change Management process, as described in Exhibit C.

2.2.5. **Region Add-On License**: Regional expansion allows the base system to grow with two distinct advantages: 1. No need for a new SaaS Agreement or the associated minimum fees. 2. White-label configuration to allow each Region to appear autonomous.

2.2.6. **Community Convenor Services:** Facilitation and/or Staff Augmentation services which may include one or more of the following:

2.2.6.1. Facilitation

2.2.6.1.1. Facilitator/Project Manager to work with Customer to customize the NinePatch CIE Toolkit collateral to Customer's needs and brand.

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2.2.6.1.2. Facilitation and support of Community Governance building activities.
2.2.6.1.3. Work with Customer or Community Governance to identify additional funding strategies.
2.2.6.1.4. Work with Customer or Community Governance to identify initiative Sustainability Models.
2.2.6.1.5. Development of Customer Marketing and Training Collateral.
2.2.6.2. Boots on the Ground
2.2.6.2.1. Staff augmentation for marketing outreach, cold-calling, resource directory eligibility data validation, or other purposes as required.

2.3. Collateral Materials

2.3.1. CIE Toolkit: Introductory video to NinePatch, video on Toolkit contents and Toolkit documents (Exhibit E). Services to interpret and/or deploy contents of the Toolkit may be delivered per Section 2.5 below.
2.3.2. Training: Train-the-Trainer, Training documents and resource guides. Additional training may be delivered per Section 2.5 below.
2.3.3. Support Ticketing: Documentation and introductory video to Service Desk, a support ticketing application powered by Zoho.
2.3.4. Reporting Tool: Customer Admins will have access to our reporting tool learning environment. Additional hours may be delivered per Section 2.5 below.

2.4. **Platform Support/Help Desk and Maintenance**: NinePatch will provide technical support for resolving issues caused by any defects in the existing NinePatch Platform (known as "Level 2 and 3 Support"), as well as, maintenance release updates, pursuant to the terms and conditions specified in Exhibit D.

2.5. **Other Services:** Any Customer Change Requests will be prioritized at the time of receipt, subject to available resources in the form of a Change Order as set forth in Exhibit C and are invoice separately from the NinePatch SaaS Agreement licensing, support and maintenance fees.

2.6. **Customer Requirements:** Customer will provide the following services:

2.6.1. Project and Technical Management Services: Community engagement resources (Community Network member recruiting, Community Network member onboarding, and Network operating governance) and Customer IT support to enable successful completion of all deliverables.
2.6.2. Adequate IT staff resources capable of programming required for Customer systems: Integration/Interface development for the Platform.
2.6.3. Dedicated Customer staff resource for engaging community partners including end user training, onboarding and support.
2.6.4. Community resource directory oversight, including management and updates.
2.6.5. Computing and network resources in order to access and operate the NinePatch instance.
2.6.6. System Support/Help Desk (known as "Level 1 Support").

3. **NinePatch Minimum Requirements**

The NinePatch Platform is a web-based application. Use of the Platform requires a supported web browser running on a computer with a minimum of 4 GB of system memory (RAM) and a minimum of 3 MBPS Internet connection. While the Platform is based on HTML, which is supported by all web browsers, it leverages features that may not be common to all. These features include Audio

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Capture, Cookies, JavaScript, Local Storage, and Session Storage. Currently supported web browsers include:

- Google Chrome v94+
- Microsoft Edge v45+
- Mozilla Firefox v90+

While it is possible to use NinePatch with Apple Safari 10.14+ and Microsoft Internet Explorer 11+, these web browsers are not officially supported and are not warrantied, as set forth in Section 8.2 of the SaaS Agreement. Additionally, these items are not enabled on any Customer local machine attempting to use NinePatch.

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EXHIBIT B

Product and Services Fees

This Exhibit B incorporates, fully by reference, any future Purchase Orders and Change Orders, and sets forth the Product and Service Fees agreed to by the Parties for the Project Scope and Deliverables.

1. **Users**: NinePatch's hosted, web-based Platform is for **250** User Licenses, as defined in the SaaS Agreement and constrained in Exhibit A, Section 2.1.2. The cost for additional User Licenses is set forth below and may also be modified through a future Purchase Order, should the Customer exceed the limits stated above. The required procedure for submitting a Change Order and a sample of the Change Order form is set forth in Exhibit C. Note that no Usernames, passwords or other information allowing access into the Platform may be shared by any person, and these credentials are only for the use of the User. Any variation of this protocol contrary to NinePatch's Information Security Program is the responsibility of Customer and NinePatch is neither responsible nor accountable for any liability or damages arising from such deviation from protocol.
2. **Term:** The Term of this Exhibit and future Purchase Orders and Change Orders are the same as the controlling SaaS Agreement.
3. **Total Contract Value:** (all fees are in U.S. dollars and exclude applicable taxes)
   The fees set forth in this Exhibit include access to and usage of the SaaS Services during the Subscription Term for the defined number of User Licenses, herein. NinePatch shall issue an invoice in accordance with the terms set forth in the SaaS Agreement.
   NinePatch retains the right to adjust any fees annually to account for increases in NinePatch-vendor pricing to NinePatch. Any such increases will be passed through to Customer and will not exceed five percent (5 %) or the Consumer Pricing Index value each year, whichever is higher.
   When applicable, Customer and NinePatch agree to execute a follow-on Purchase Order(s) for the purchase of additional User Licenses if at any time during the Subscription Term or Renewal Term the Customer exceeds the number of User Licenses allowed. Additional User Licenses may be purchased in blocks of 50 users in accordance with the following Section:
   3.1. Add-on User Licenses: $50 per user per month, sold in blocks of 50 licenses.
      3.1.1. Tiered User Licenses based on total User count. Note that ALL User Pricing is based on the highest Tier achieved from the date a Purchase Order is executed to increase the number of users. The new User Pricing due will take into account any pre-paid annual User License fees, and the remaining balance of pre-paid annual User License fees will be credited to the new User Pricing amount for the remainder of the User Licensing term.

Tiered Pricing	
Per User Per Month	Tier, up to
$50	500
$45	1,000
$40	1,500
$35	2,000
$30	2,500

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$25	3,000
$20	5,000+

3.2. **In Scope Deliverables**, per Exhibit A, Section 2

3.2.1. One-time Costs

Deliverable	One-Time Fee	Notes
Setup and Installation	$18,000	Fixed fee to stand up Customer instance of Platform.
Project Management	$62,400	Project Management (up to 20 hours per week).
Training	$9,600	Train-the-Trainer (up to 3 students) services sufficient to equip Customer to operate the Platform.
SSO Integration	$12,000	One SSO integration with inSync EHR included, plus Support & Maintenance.
MPI Integration	$12,000	One MPI integration with inSync EHR included, plus Support & Maintenance.
CCS Starter Pack	$2,400	Limited to 10 hours, delivered no more than 2 hours per week.
Total One-time Costs	**$116,400**	50% due on execution, 50% due on acceptance.

3.2.2. Recurring Costs

Deliverable	Annual Fee	Notes
Platform License	$144,000	Base platform SaaS license with 250 users.
Support & Maintenance	$4,800	Two integrations at 20% per integration per year.
Total Recurring Costs	**$148,800**	Due on acceptance.

3.3. **Total Contract Value**: All one-time costs plus recurring costs for the Term: $562,800.

4. **Optional Integration and Service Add-ons**: Additional add-on services, initiated by Customer via Change Request as described in Section 2.5 of Exhibit A. See full descriptions in Exhibit A, Section 2.2.

Optional Deliverable	One-Time Fee Per Integration	Notes
ADT Integration	$12,000	Fixed fee to establish an ADT integration, plus 20% annual Support & Maintenance.

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MPI Integration	$12,000	Fixed fee to establish an MPI integration, plus 20% annual Support & Maintenance.
SSO Integration	$12,000	Fixed fee to establish a SSO integration, plus 20% annual Support & Maintenance.
Resource Directory Integration	$12,000	Fixed fee to establish a single Resource Directory integration, plus 20% annual Support & Maintenance.
Optional Deliverable	**Annual Fee**	**Notes**
Region Add-On License	$50,000	Regional segmentation; annual fee per each additional region. Each additional region may require Setup and Installation, Project Management, Training, User Licenses and any related Integration fees at then current rates.
Optional Deliverable	**One-Time Fee**	**Notes**
Community Convener Services	TBD	A jointly developed Statement of Work will be constructed that reflects the services to be delivered and the expected deliverables.

4.1. Other Services and Expenses, referenced in Exhibit A, Section 2.5

Optional Service	**Hourly Fee**	**Notes**
Other Services	$240.00	Other Services outside the scope of Exhibit A desired by the Customer can be provided through separate Change Orders at the stated hourly fee. The stated hourly fee is current as of contract execution and subject to the then current rates.
Travel Expenses	Actual Cost	Approved travel expenses will be reimbursed by Customer. No such travel expenses are currently anticipated. All travel expenses must be approved by Customer, in advance, prior to incurring such.

5. Customer Billing Information:

Billing Information	
Billing Department Name or Individual Contact:	Mariposa County Health & Human Services Attn: Lori Norman
Billing Department email:	Lnorman@mariposacounty.org

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Billing Department Address:	Mariposa County Health & Human Services c/o Lori Norman PO Box 99 Mariposa, CA 95338

6. **Maintenance:** Maintenance shall be performed from time to time by NinePatch without additional charge to the Customer. Maintenance does not include issues or changes identified by the Customer. Issues discovered by the Customer shall be handled by the Platform Support/Help Desk and Maintenance processes included in Exhibit D and any Customer-identified changes will be handled through the Change Management Process in Exhibit C referenced herein.

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EXHIBIT C

Change Management Processes

Overview

This document defines four processes: Change Requests, Purchase Orders, Fast Track Orders, and Change Orders. For the sake of clarity, applicable terms are identified as follows:

- **Ballpark Estimate** - The Ballpark Estimate provides a preview of a Change Order and includes an initial assessment of the scope, pricing, and schedule.
- **Change Request** - A request to NinePatch to make a change to the currently released version of the system licensed by Customer; such change may be identified by anyone (e.g., client, internal team member). Change requests are for something new that does not already exist within the system and/or has not been contracted. This document identifies the customer-facing process only.
- **Change Request Document (CRD)** - Documentation that details the Change Request. To ensure consistency and thorough requirements, NinePatch prefers the use of the CRD template, available upon request.
- **Change Order** - A legal work order/agreement binding both parties to the change. Customers wishing to make a change shall do so by providing their written requirements in a CRD. NinePatch will then use the CRD to develop a comprehensive scope of work (SOW). Change Orders are billed in two invoices: 50% upon contract execution, and 50% upon completion.
- **Discovery Fee** - A small, nonrefundable Discovery Fee invoiced upon receipt of change requests. This Discovery Fee allows us to recover some of the upfront costs associated with vetting a change request. If a customer chooses to move forward with (i.e., execute) a purchase order, fast track order, or change order, the Discovery Fee will be credited toward the total due. If the customer chooses not to move forward with a purchase order, fast track order, or change order, NinePatch will retain the Discovery Fee.
- **Fast Track Order** - A legal work order/agreement binding both parties to the change. Customers wishing to make a change shall do so by providing their written requirements in a CRD. NinePatch will then use the CRD to determine the scope of the request and an approach that provides a rapid turnaround. The total due is invoiced in full upon execution of the order. Fast Track Orders are often moved to the top of our development list. Payment in full allows the work to be expediated without incurring other fees (e.g., acceleration fee).
- **Issue** - Perceived functionality flaws in the performance of the system that are reported through the ticketing system. Issues are not to be confused with Change Requests.
- **Level of Effort (LOE)** – Completed by the Product Team, this detailed assessment of a change request is used to design the solution and develop the Change Order.
- **Purchase Order** - A legal work order/agreement binding both parties to the change. NinePatch follows a Purchase Order process for clearly identified technical requests (identified by NinePatch as an infrastructure/access change or similar request). Purchase Orders may or may not require a change request document. NinePatch will determine when a CRD is needed; there may

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be situations where a Purchase Order is issued by NinePatch without receipt of a CRD. The total due is invoiced in full upon execution of the order. Purchase Orders are often moved to the top of our development list. Payment in full allows the work to be expediated without incurring other fees (e.g., acceleration fee).

- **Scope of Work (SOW)** - A scope of work identifies a project's objectives, limits of scope, deliverables, estimated timeline, and projected cost.

Change Request Process

1. A change is identified.
2. Initial fields (in green) are documented by the Customer using the CRD template.
3. Customer submits Change Request to NinePatch's assigned Project Manager/Account Manager for review.
4. Project Manager/Account Manager reviews documentation for clarity and gaps. If needed, Project Manager/Account Manager works with Customer to clarify the request.
5. Customer and Project Manager/Account Manager meet to discuss document. Product Team may join this call. If NinePatch Team is to pursue request as a change order, additional information (in gray) will be provided by Customer using the CRD.
6. Project Manager/Account Manager notifies Accounting to issue invoice for Discovery Fee.
    i. Discovery Fee for Purchase Orders is a minimum of $500.
    ii. Discovery Fee for Fast Track Orders is a minimum of $500.
    iii. Discovery Fee for Change Orders is a minimum of $1,000 to initiate the discovery process for Change Orders, however, this fee could vary depending on the complexity of discovery required.
7. NinePatch Team reviews request for size, scope, and estimated cost.
    a. If request is for a technical solution (e.g., database):
        i. Project Manager/Account Manager provides preliminary pricing to Customer.
        ii. Purchase Order Process steps are followed.
    b. If request is not for a technical solution and is small in scope:
        i. Project Manager/Account Manager provides preliminary pricing to Customer.
        ii. Fast Track Process steps are followed.
    c. If request is not for a technical solution and is not small in scope:
        i. Change Order Process steps are followed.

Purchase Order Process

1. Business Development/Sales receives CRD from Project Manager/Account Manager.
2. Business Development/Sales drafts Purchase Order.

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3. Business Development/Sales forwards Purchase Order to Project Manager/Account Manager.
4. Project Manager/Account Manager shares Purchase Order with Customer.
5. Customer determines whether they want to pursue change according to the pricing and timeline.
    a. If Yes:
        i. The Purchase Order is signed/executed.
        ii. An invoice is issued for the Total Due.
        iii. Project Manager/Account Manager notifies the Product Team so that the work can be prioritized.
    b. If No:
        i. Project Manager/Account Manager notifies Product Team, and CRD and Purchase Order are archived.
        ii. Project Manager/Account Manager notifies Business Development/Sales and Accounting.

Fast Track Order Process

1. Project Manager/Account Manager drafts Fast Track Order and forwards to Business Development/Sales to confirm pricing.
2. Project Manager/Account Manager shares Fast Track Order with customer.
3. Customer determines whether they want to pursue change according to the pricing and timeline.
    a. If Yes:
        i. The Fast Track Order is signed/executed.
        ii. An invoice is issued for the Total Due.
        iii. Project Manager/Account Manager notifies the Product Team so that the work can be prioritized.
    b. If No:
        i. Project Manager/Account Manager notifies Product Team, and CRD and Fast Track Order are archived.
        ii. Project Manager/Account Manager notifies Business Development/Sales and Accounting.

Change Order Process

1. Product Team reviews documentation:
    a. For clarity, gaps, etc.
    b. To identify if change request is Customer/community-specific or platform-specific.
    c. Against roadmap, resource availability, and planned releases.
2. Product Team determines whether to pursue the change.

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a. If yes:
    i. Product Team prepares initial level of effort (LOE) including potential prioritization, hours, and estimated start date; may require further analysis.
    ii. Product Team works with Project Manager/Account Manager to develop a Ballpark Estimate document.
    iii. Ballpark Estimate is shared with Customer.
b. If No:
    i. Project Manager/Account Manager follows up with Customer.
    ii. Documentation is archived and process stops.

3. Product Team completes analysis and design and shares updated LOE with Project Manager/Account Manager.
4. Project Manager/Account Manager drafts Change Order using CRD and LOE.
5. Business Development/Sales team reviews documentation for pricing.
6. Project Manager/Account Manager shares Change Order with Customer.
7. Customer determines whether they want to pursue the change according to the pricing and timeline.

d. If Yes:
    i. The Change Order is signed/executed.
    ii. The first invoice is issued (for 50% of the Total Due).
    iii. Project Manager/Account Manager notifies the Product Team so that the work can be prioritized.
e. If No:
    i. Project Manager/Account Manager notifies Product Team, and CRD and Change Order are archived.
    ii. Project Manager/Account Manager notifies Business Development/Sales and Accounting.

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Figure 1 - Change Management Process

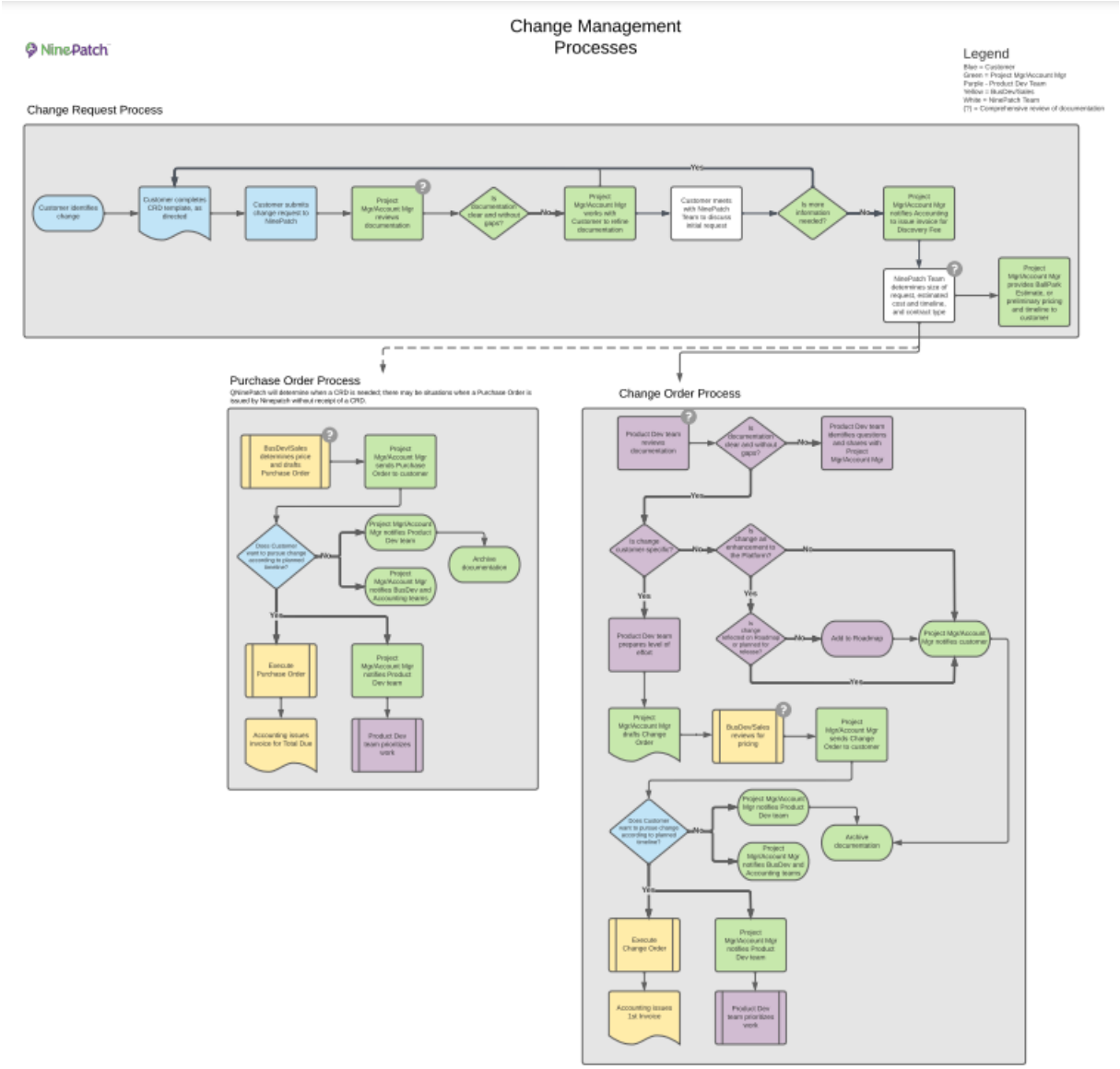

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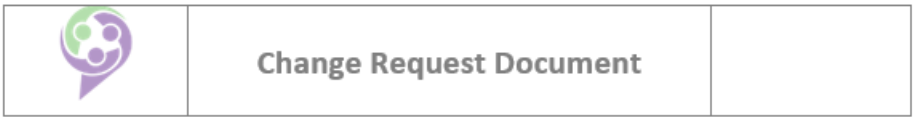
Figure 2 - CRD Template



Change Request Document	

Change Request Information (Completed by Requestor)	
Request Title	A title that uniquely identifies the request and will be used in future communications.
Request Date	The date the request is submitted.
Organization	The name of your organization, that has a contract with NinePatch.
Contact	The name and contact information of the person at your organization responsible for managing the request and/or requirements.
Subject Matter Experts	The names and contact information of subject matter experts related to the request and/or requirements.
Problem Statement	The business problem that needs to be solved and how it was identified.
Discovery	• What is a user better able to accomplish via this ask? • What is the added value or benefit to the user(s)? • Please give an example scenario(s) of how this would be used within a workflow • Any preliminary budget / time considerations / other context to know about?
Process Flowchart (optional)	A flowchart that depicts the business process related to the problem.
Use Case(s)	Examples of instances when or where the problem is apparent.
Attachment(s)	A list of files associated with the change request and the author of each.
Additional Detail/Notes	Any additional information that will promote understanding of the business problem, including any business logic.
Mandatory Completion Date (if any)	Date or timeframe when this request must be completed to meet existing commitments (e.g., grant funding).

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EXHIBIT D
Platform Support/Help Desk and Maintenance

This Exhibit D incorporates fully by reference any future (amendments/SOWs/COs) and sets forth the Platform Support/Help Desk and Maintenance services, including Support Service Level Agreement, agreed to by the Parties. Depending on the specific Statement(s) of Work, Support/Help Desk and Maintenance Services may or may not be applicable and this will be set forth in such Statement(s) of Work.

1. **Description**

Platform Support/Help Desk and Maintenance for the NinePatch Platform is fully functional and available and responsive to users of the platform. This Exhibit outlines service level standards and expectations for system monitoring, maintenance, and Level 2 and 3 support for the Platform.

- **System Monitoring:** The Platform will be monitored for performance and availability using web server monitoring and administrative tools. The system should be monitored, including but not limited to response times, page handles, page load times, refresh rate and system availability.
- **System Up-Time:** System Availability (as defined below) expectations for the Platform is to achieve a 24x7x365 up-time and availability for Users. Exclusions to this up-time are limited to scheduled maintenance windows to be handled during off-hours outside of 8 AM - 6 PM window Eastern Standard Time. These maintenance windows are to be used for regular system updates, patching and release deployment and will be communicated to Customer at least 24 hours in advance.
- **Maintenance:** The Platform will be supported by performing periodic maintenance of the environment. This could include and is not limited to updates to operating systems for physical or cloud hardware, updates to any commercial software or third-party systems, patching and updates to address information security and anti-virus, and updates for source code.
- **Customer Requested Changes:** As part of the maintenance and support work for the Platform, Customer requested changes may be implemented as part of the regular development iteration and release life cycle. Requested changes will be reviewed and prioritized to determine the value and benefit to the solution as well as capacity to address during regular updates to the Platform's source code. Any development activity addressing user requested changes will follow the same software development lifecycle, Quality Assurance and support process as other functionality to be developed per the SaaS Agreement.
- **Defect Management:** Defects or issues found in the Software will be addressed in a timely manner per the service level agreement defect and critical event timeframes noted in the Support Service Level Agreement (SLA) section, below. For this Exhibit, a defect or issue will be defined as any anomalous system occurrence that prevents the solution from functioning as expected based on normal operation or documented implementation requirements. This includes, but is not limited to, errors made in coding, system event errors, or hardware errors.
- **Disaster Recovery, Back Up and Redundancy:** Provisions shall be in place regarding the handling of data recovery and system restoration in the event of an emergency or disaster. These

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provisions could include services or offerings provided by other vendors or cloud hosting providers. In addition, the system environment including, but not limited to application configuration, source code, and Customer data, will be backed up regularly to enable restoration or recovery of data in the event of a loss or other unanticipated disruption of service.

2. **Technical Support Process**

Overview

The Technical Support Process is used by NinePatch customers to request technical support and by NinePatch staff to provide technical support. For the sake of clarity, applicable terms are identified as follows:

- **Service Level Agreement** – An agreement between the Customer and NinePatch that defines the level of service as it relates to technical support.
- **Technical Support Request** – An entry in the approved ticketing system that represents a request for technical support.
- **Issue** – A system event, error, defect or other issue deemed appropriate for technical support.
- **End User** – A user who uses the NinePatch system, who may or may not be employed by the Customer.
- **Tier 1 Support** – Technical support provided to end users by the Customer.
- **Tier 2 Support** – Technical support provided to the Customer by NinePatch.
- **Tier 3 Support** – Advanced technical support provided to the Customer by NinePatch.
- **Customer Priority** – The perceived priority assigned to a technical support request by the Customer.
- **Actual Priority** – The actual priority assigned to a technical support request after review by NinePatch technical support staff.
- **Status** – The status of the Technical Support Request.

Technical Support Request Steps

1. A NinePatch end user encounters an issue.
2. The NinePatch end user clicks on the Application Support link in the system, which directs them to a form or ticketing system hosted by the Customer.
3. The NinePatch end user enters relevant information (Name, Email, Phone, Organization, and Customer Priority) into the Application Support form or system and submits it.
4. A Customer Tier 1 Support member reviews the information.
    a. If the issue can be resolved, it is resolved by the Customer Tier 1 Support Member.
    b. If the issue cannot be resolved, the Tier 1 Support member creates a Technical Support Request in the NinePatch Service Desk and assigns a Customer Priority.

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5. A Tier 2 Support member reviews the Technical Support Request, assigns an Actual Priority, and responds to the Technical Support Request per the terms in the Service Level Agreement.
6. The Tier 2 Support member assigns the Technical Support Request to a member of the technical support team.
7. The assigned Tier 2 Support member reviews the Technical Support Request and determines if additional information is needed.
    a. If additional information is needed, they consult with the Tier 1 Support member.
    b. If the issue can be resolved by the Tier 2 Support member, it is resolved per the terms in the Service Level Agreement and the Status is updated accordingly.
    c. If the issue cannot be resolved, the Tier 2 Support member assigns the Technical Support Request to a Tier 3 Support member.
8. The Tier 3 Support member reviews the Technical Support Request and determines if additional information is needed.
    a. If additional information is needed, they consult with the Tier 1 and 2 Support members.
    b. The issue is resolved per the terms in the Service Level Agreement and the Status is updated accordingly.
9. The Tier 1 Support member reviews the resolution and verifies it.
    a. If the issue is verified the Status is updated accordingly and the End User is informed.
    b. If the issue is not verified the Status is updated accordingly and the Technical Support Request is sent back to Tier 2 Support. Refer to step 6.

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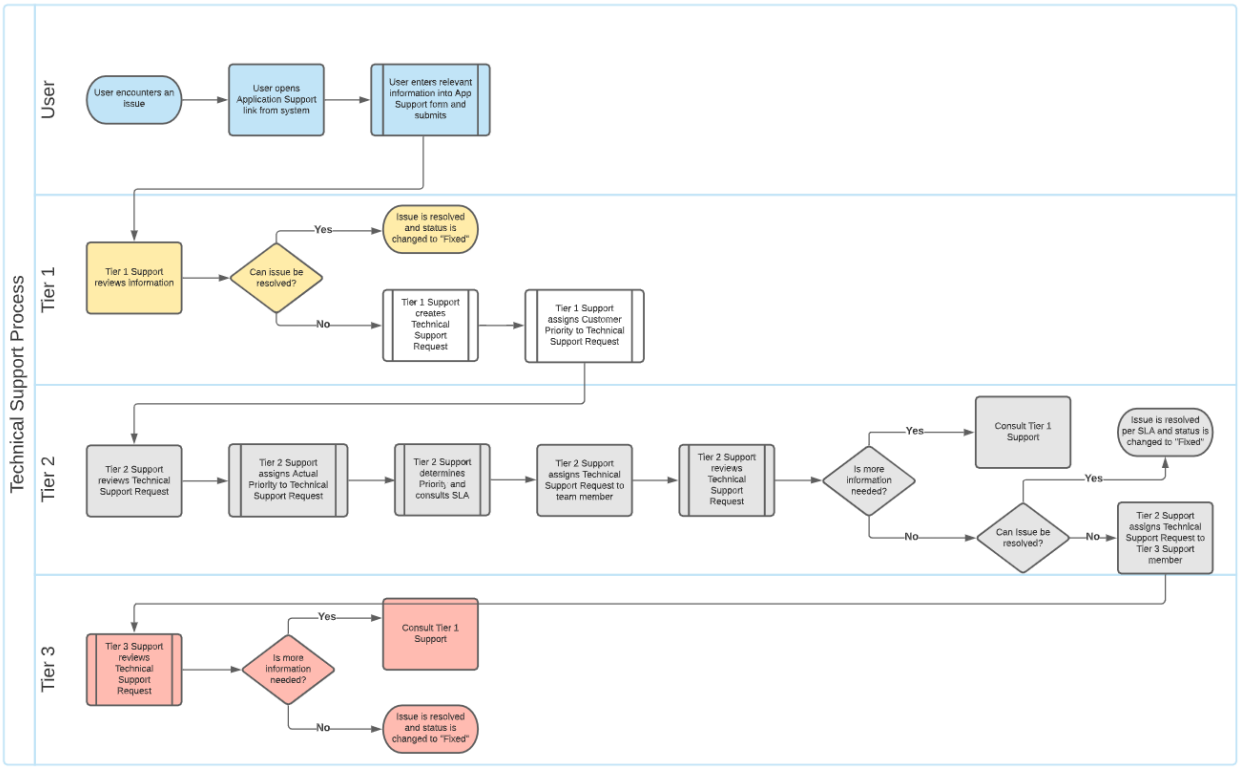
Figure 3 - Technical Support Tiered Support



3. Support Service Level Agreement (SLA)

The SaaS Product and Services will achieve System Availability (as defined herein) of at least 98% during each calendar year of the Subscription Term. "**System Availability**" means the number of minutes in a year that the key components of the SaaS Services are operational as a percentage of the total number of minutes in such year, excluding downtime resulting from (a) scheduled maintenance, (b) events of Force Majeure in the SaaS Agreement, (c) malicious attacks on the system, (d) issues associated with the Customer's computing devices, or (e) inability to deliver services because of acts or omissions of Customer or any User. NinePatch reserves the right to take the Service offline for scheduled maintenance for which Customer has been provided 24 hours' notice and NinePatch reserves the right to change its maintenance window upon prior notice to Customer.

- Coverage hours: Monday - Friday, 8 AM to 8 PM Eastern Standard Time
- Communication mechanism: support ticket system or email to support@ninepatch.com.
- Issues will be directed to Customer Help Desk or other designated and authorized Customer staff for initial Tier 1 triage and review. System events, errors, defects, or other issues deemed appropriate for Tier 2 or 3 resolution will be logged by Customer staff in an approved NinePatch ticketing system.
- Customers will be updated regarding issue resolution at regular intervals, as decided by NinePatch.

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- All time units are in business time [business hour(s), business day(s), business week(s)]. *

Actual Priority Level	Description	*Initial Response Timeframe
Urgent	A complete Platform outage.	**1-hour Initial Response to Customer**
High	A Platform issue exists that has an operational impact that prevents Customers from being served, impacts data integrity or impacts data security. No workaround is available. *Example: An error prevents registration of new Customers.*	**4-hours Initial Response to Customer** NinePatch will use commercially reasonable efforts and allocate appropriate resources to resolve the issue as soon as possible.
Normal	A Platform issue exists that has an operational impact but does not prevent Customers from being served, has no impact on data integrity and has no impact on data security. One or more workaround(s) are available. *Example: A Customer referral does not appear in a user's task list.*	**24 hours Initial Response to Customer** An initial response to Customer begins within 24 hours, whereby an initial plan for resolution will be shared OR additional information will be gathered from Customer. Troubleshooting may begin if the technical support team has been unable to replicate the issue. NinePatch will use reasonable efforts and allocate appropriate resources to identify and resolve the issue as soon as possible.
Low	A Platform issue exists that has no operational impact. *Example: A layout or grammar issue with a form.*	**72 hours Initial Response to Customer** An anticipated timeline for correction (next release, or other date) will be shared OR additional information will be gathered from Customer. Troubleshooting may begin if the technical support team has been unable to identify or replicate the issue.

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EXHIBIT E
NinePatch Community Information Exchange (CIE) Toolkit

This Exhibit E sets forth available Community Development Resources.

The NinePatch CIE Toolkit is a collection of topics and steps that may assist NinePatch Customer and their communities in preparing for a NinePatch implementation. Some of these topics include community readiness, guiding principles, governance, data and consent, team-based care, and agency onboarding. Topics addressed within the NinePatch CIE toolkit should not be considered all-inclusive or a guarantee of CIE success.

The toolkit is organized into five sections: Getting Started, Data Governance, Community Goal Setting, Agency Onboarding, and Training.

1. **Getting Started**

   This collection of documents helps communities and potential network partners envision using the NinePatch platform. Some of the documents included in this collection include:

   - Imagine A World Where: Benefits to Clients, Case Managers, Medical Providers, and Administrators
   - NinePatch Client-Focused Practice Model
   - NinePatch Glossary
   - NinePatch Minimum Requirements
   - NinePatch Privacy and Consent Concepts

2. **Data Governance**

   This collection of documents supports forming a data governance committee, developing data governance policies, and general guidelines for data governance committee meetings.

   - Governance Committee Recruiting and Convening
   - Sample Governance Structure
   - Social Health Information Sharing Guiding Principles
   - NinePatch Team-Based Care and Consent
   - Sample Consent Form
   - Legal Framework
   - HIPAA Checklist

3. **Community Goal Setting**

   This collection of documents provides guidance and suggestions to help communities measure the success of their NinePatch implementation.

   - Community Readiness Assessment
   - Shared Language and Culture Guidance
   - Guidance on Goal Setting
   - Potential Community-Level Goals
   - Metrics to Monitor Development and Progression

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4. **Agency Onboarding**

   This collection of forms assists the customer in onboarding network partners.

5. **Training**

   This collection of documents consists of sample training outlines provided by customers who have delivered NinePatch training to their end users.

Agreements, forms, policies, and other documents provided by NinePatch as part of the NinePatch CIE Toolkit are samples only and shall not be considered as legal advice and are not binding on NinePatch. Customer should seek its own legal advice before using the aforementioned documents.

No legal advice is offered or inferred from the use of any of the NinePatch CIE toolkit content, including, but not limited to conversations around such content. This information is the intellectual property of NinePatch, and Customer has a limited license to use this information under these parameters only. NinePatch strongly recommends seeking the advice of qualified counsel and subject matter experts to ensure Customer's Federal, State, Regional and other related compliance requirements related to the prospective use of NinePatch CIE toolkit content.

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MARIPOSA COUNTY

Health and Human Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2023-69

MEETING: February 7, 2023

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: 2023 LIHEAP 23B-5021 Contract for Energy Assistance and Weatherization

---

RECOMMENDATION AND JUSTIFICATION:
Approve the 2023 Low Income Home Energy Assistance Program (LIHEAP) Agreement 23B-5021 and Certifications with the California Department of Community Services and Development (CSD) in an amount not to exceed $525,000 to provide energy assistance payments; and authorize the Board of Supervisors Chair to sign the agreement, certifications, and all subsequent Amendments (Subject to Approval as to Legal Form by County Counsel).

The purpose of LIHEAP, under the auspices of the CSD, is to provide energy assistance to low-income county residents. LIHEAP funds have been allocated to Mariposa County for several years and operate on a program term basis. Agreement 23B-5021 has a term of November 1, 2022 through June 30, 2024.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board approved the previous 2022 ARPA LIHEAP Agreement on January 18, 2022 by Resolution 2022-37.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If this Agreement is not approved, Mariposa will lose the grant funds of $525,000 and the opportunity to provide Energy Assistance payments to serve an estimated 683 Mariposa County households and 1,598 persons under this grant agreement.

FINANCIAL IMPACT:
This program is funded by federal energy assistance grant (LIHEAP) funds. Continuation of the LIHEAP grant was anticipated and included in the FY22-23 Budget. Progress in the implementation of this grant will be monitored, and the FY22-23 budget for fund 3334 will be adjusted if necessary. There is no impact to the County General Fund.

ATTACHMENTS:
2023 LIHEAP Contract (PDF)
213_23B-5021 Jan 12 2023 (PDF)

REF ID# 13690

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

SUBVENTION CONTRACT

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SUBVENTION CONTRACT

PREAMBLE

This subvention contract, for the implementation of the Low-Income Home Energy Assistance Program (LIHEAP) in program year 2023 ("Contract"), is entered into between the Department of Community Services and Development ("CSD" or "Department") and the contractor named on Form STD. 213, the face sheet of this document ("Contractor") and shall be enforceable on the date last signed.

NOW THEREFORE, in consideration of the promises and of the mutual agreements and covenants hereinafter set forth, CSD and Contractor hereby agree as follows:

ARTICLE 1 - SCOPE OF WORK

1.1 General

1.1.1 Contractor shall provide Weatherization (WX) assistance, Home Energy Assistance Program (HEAP) assistance, and Energy Crisis Intervention Program (ECIP) assistance to eligible participants residing in the service area described in Section 1.2, pursuant to all applicable federal and state statutes and regulations, including the Low-Income Home Energy Assistance Act of 1981 (42 USC §§ 8621 et seq., as amended) (the Act) and California Government Code Section 16367.5 et seq., as amended. Contractor shall provide crisis services and activities to the low-income community within its service area through at least March 15, 2023. Contractor shall administer LIHEAP services to eligible low-income households in accordance with both need and the Contractor's service delivery plan approved by CSD. Contractor shall ensure that the highest level of assistance will be furnished to those households which have the lowest incomes and the highest energy costs or needs in relation to income, and that the services and activities funded by this Contract shall also meet all other assurances specified in Section 8624 of the Act.

1.1.2 The LIHEAP Catalog of Federal Domestic Assistance number is 93.568. The award is fully funded through the United States Department of Health and Human Services (HHS).

1.2 Service Area

1.2.1 The services shall be performed in the Service Territory comprised of the following service area(s):

The 2023 LIHEAP Contract Numbers, Contractors, and Service Territories listing may be accessed at under the Supporting Documents section at https://agencies.csd.ca.gov/home/Energy/Pages/Contracts.aspx.

1.2.2 Contractors that provide services in Los Angeles and San Diego counties shall refer to the ZIP Codes listing located at under the Supporting Documents section

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https://agencies.csd.ca.gov/home/Energy/Pages/Contracts.aspx to determine the zip codes for their respective area.

1.3 Term and Amount of Contract

1.3.1 The term of this Contract shall be for the period represented on the face sheet (Form STD 213). Contractor shall perform all work under this contract prior to, or up to December 31, 2023, in accordance with Article 10.5 section 10.5.2, regardless of the contract term end date.

1.3.2 The contract amount as represented on Form STD. 213 consists of Contractor's total allocation to include the "Direct Services" and "Utility Assistance" portions attributable to Contractor's service area(s).

1.3.3 Direct Services and Utility Assistance funding, as defined in Article 13, Definitions, that are allocated to Contractor, shall be expended, reported and accounted for in accordance with the provisions of this Contract.

1.4 Service Area Expenditure Requirements

Contractor shall be subject to special expenditure requirements as provided in Article 5, Section 5.7 of the Contract, if any of the following pertain:

1.4.1 This Contract involves funding for LIHEAP services provided by Contractor in multiple counties or service areas; or

1.4.2 Contractor has additional contracts with CSD for the provision of LIHEAP or United States Department of Energy, Weatherization Assistance Program (DOE WAP) services in counties or service areas other than the county or service area to which this Contract applies.

1.5 Program Authorities – Requirements, Standards and Guidance

1.5.1 All services and activities are to be provided in accordance with applicable federal, state, and local laws and regulations, which may be amended from time to time, including but not limited to, the following:

1.5.1.1 The Low-Income Home Energy Assistance Act of 1981 (42 USC §§ 8621 et seq.), and the Low-Income Home Energy Assistance Program regulations (45 CFR Part 96, Subpart H);

1.5.1.2 The California Government Code (Cal. Gov. Code) §§ 16367.5 et seq., as amended, and Low-Income Home Energy Assistance Program Regulations (Title 22 of the California Code of Regulations (CCR) §§ 100800 et seq.); and

Attachment: 2023 LIHEAP Contract (RES-2023-69 : 2023 LIHEAP 23B-5021 Contract for Energy Assistance and Weatherization)

SUBVENTION CONTRACT

1.5.1.3 The Single Audit Act (31 USC §§ 7501 et seq.), and Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR Part 75).

1.5.2 *Conflict of Laws.* Contractor shall comply with all of the requirements, standards, and guidelines contained in the authorities listed below, as they may be amended from time to time, regarding procurement, administrative, and other costs claimed under this Contract, including those costs incurred pursuant to subcontracts executed by Contractor, notwithstanding any language contained in the following authorities that might otherwise exempt Contractor from their applicability. To the extent that the requirements, standards, or guidelines in this Contract directly conflict with any State law or regulation at Government Code §§16367.5 et seq. or 22 CCR §§100800 et seq., or any provision of this Contract, then federal law or regulation or provision shall take precedence, and then state law; unless, under specified circumstances, a provision of federal law applicable to block grants, such as 45 CFR § 96.30, allows for the application of state law.

1.5.2.1 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR Part 75); and

1.5.2.2 Contractor further agrees to abide by all requirements in California Contractor Certification Clauses 04/2017 (CCC-04/2017).

1.5.3 CSD shall provide Contractor with specific program guidance which shall be binding on the Contractor as a condition of the Contractor's participation in LIHEAP, and as a condition of receipt of funds under the program, PROVIDED:

1.5.3.1 That such guidance shall be issued by CSD in writing in the form of "CSD Program Notice (CPN) No. XX-XX" posted at https://agencies.csd.ca.gov/home/Energy/Pages/Contracts.aspx;

1.5.3.2 That such guidance shall be issued by CSD in writing in the form of "CSD Program Advisory (CPA) No. XX-XX posted at https://agencies.csd.ca.gov/home/Energy/Pages/Contracts.aspx;

1.5.3.3 That such guidance shall be issued by CSD in the most timely and expeditious manner practicable;

1.5.3.4 That such guidance shall be reasonably necessary to realize the purposes of LIHEAP;

1.5.3.5 That major and material changes in the program and/or requirements which substantially affect the Contractor's and/or CSD's ability to fulfill their obligations or otherwise serve to create a substantial hardship on

Attachment: 2023 LIHEAP Contract (RES-2023-69 : 2023 LIHEAP 23B-5021 Contract for Energy Assistance and Weatherization)

either the Contractor or CSD shall be subject to an amendment to this Contract;

1.5.3.6 Contractor shall notify CSD within 10 business days of issuance of a CPN or CPA, if Contractor is unable to fulfill its obligations under the new guidance;

1.5.3.7 That the parties' failure to execute a mutually acceptable amendment or CPN or CPA, as contemplated in subsection 1.5.3.5 and 1.5.3.6, in a reasonable period of time, shall result in this Contract being without force and effect subject only to such provisions contained herein as are intended to survive the Contract in accordance with the express and implied provisions of applicable federal and state law; and

1.5.3.8 That upon CSD's good faith determination, delivered to the Contractor by written notice that this Contract between the parties to any necessary amendment CPN, or CPA as contemplated in subsection 1.5.3.5 and 1.5.3.6 cannot be achieved, then this Contract shall be "closed out" and the funds disposed in accordance with established CSD procedure and policy and as required under federal and state law.

1.5.4 The federal and state laws, regulations and other authorities referenced in this Section are hereby incorporated by reference into this Contract. Copies may be accessed for reference at https://agencies.csd.ca.gov/home/Energy/Pages/Resources.aspx.

1.5.5 Contract Elements Integral to Contract and Enforceability Conditions

1.5.5.1 Contractor shall provide the following documents, satisfactory to CSD in form and substance, together with an executed copy of this Contract before CSD executes and returns the Contract to Contractor for implementation:

1.5.5.1.1 Federal Funding Accountability and Transparency Act Report (CSD 279);

1.5.5.1.2 Certification Regarding Lobbying/Disclosure of Lobbying Activities;

1.5.5.1.3 Contractor Certification Clauses (CCC-04/2017);

1.5.5.1.4 Current Insurance or Self-Insurance Authority Certification;

1.5.5.1.5 Board Resolution authorizing execution of this Contract;

1.5.5.1.6 Agency Local Plan (referenced in Article 7.1);

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1.5.5.1.7 LIHEAP Production Plan (CSD 622) (referenced in Article 5.7); and

1.5.5.1.8 Agency Staff and Board Roster (CSD 188).

1.5.5.2 The Agency Local Plan and forms must be completed by Contractor before CSD will execute the Contract and Contractor is authorized to commence work. CSD may execute this Contract pending its review and final approval of Contractor's submission, provided Contractor acts in good faith to rectify any outstanding issues associated with the documents submitted pursuant to Section 1.5.5.1. All documents submitted pursuant to Section 1.5.5.1 shall become part of this Contract.

1.5.6 Contractor's signature shall constitute a certification that to the best of Contractor's ability and knowledge it will, unless exempted, comply with the provisions set forth in Article 11, Section 11.1, "Certifications" of this Contract.

1.6 Duplication of Services

Dwellings that have received Low Income Weatherization Program (LIWP) funded energy efficiency measures do not qualify for additional energy efficiency measures under this Contract, except for the following:

1.6.1 Assessment and installation of Health and Safety measures not installed through LIWP;

1.6.2 Reweatherization in accordance with LIHEAP requirements;

1.6.3 Call-backs in accordance with LIHEAP requirements; or

1.6.4 Emergency Heating and Cooling Services in accordance with the LIHEAP requirements.

Attachment: 2023 LIHEAP Contract (RES-2023-69 : 2023 LIHEAP 23B-5021 Contract for Energy Assistance and Weatherization)

SUBVENTION CONTRACT

ARTICLE 2 - CONTRACT ADMINISTRATION AND PROCEDURE

2.1 State Contracting Requirements – "General Terms and Conditions, GTC 04/2017"

In accordance with State contracting requirements, specified contracting terms and conditions are made a part of this Contract. The provisions in their entirety are found in Article 12 of this Contract and are fully binding on the parties in accordance with state law.

2.2 Contractor's Option of Termination

2.2.1 Notwithstanding the provisions of Section 1.5.3, Contractor may, at Contractor's sole option, elect to terminate this Contract rather than adhere to the procedures set out in Section 1.5.3, should Contractor determine that any subsequent program guidance or proposed amendment to the Contract is unjustifiably onerous or otherwise counter to Contractor's legitimate business interests and ability to implement the Contract in an effective and reasonable manner, PROVIDED:

2.2.1.1 The notice of termination is in writing, delivered by U.S. Certified Mail, Return Receipt Requested, and will be effective 30 calendar days after receipt by CSD; and

2.2.1.2 The notice contains a statement of the reasons for termination with reference to the specific provision(s) in the program guidance or proposed amendment in question.

2.2.2 Contractor shall be entitled to reimbursement for all allowable costs incurred prior to termination of the contract. Such reimbursement shall be in accordance with the program guidance and contract provisions in effect at the time the cost was incurred.

2.2.3 Contractor shall, within 60 calendar days of termination, close-out the contract in accordance with contractual close-out procedures.

2.2.4 CSD may at its option procure a temporary replacement provider, and may at its option, designate a permanent replacement provider for Contractor's service area in accordance with federal and state law.

2.3 Budget Contingencies

2.3.1 Federal Budget Contingency

2.3.1.1 Because of uncertainty in the federal budget process, this Contract may be executed before the availability and amounts of federal funding can be ascertained, in order to minimize delays in the provision of services and the distribution of funds. The obligations of the parties under this Contract

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are expressly contingent on adequate funding being made available to CSD by the United States government.

2.3.1.2 If federal funding for any fiscal year is reduced to such degree that CSD reasonably determines that the program cannot be implemented effectively, CSD shall at its sole discretion have the option either to terminate this Contract upon written notice to Contractor or, in the alternative, to offer an amendment addressing the reduced funding. If the parties fail to reach an agreement on such amendment, CSD may at its option give written notice of termination without further obligation by either party except for contract close-out obligations and final settlement.

2.3.1.3 If federal funding authorities condition funding on any obligations, restrictions, limitations, or conditions not in existence when this Contract was executed, this Contract shall be amended by mutual agreement for compliance with such obligations, restrictions, limitations or conditions. Failure of the parties to reach an agreement on such amendment shall render this Contract without force and effect.

2.3.1.4 Subject to the provisions of subsection 2.3.1.2, CSD shall authorize expenditures of funds under this Contract based on any Continuing Resolution appropriations that are adequate for the purpose. CSD shall notify the Contractor in writing of authorized interval funding levels.

2.3.2 State Budget Contingency

2.3.2.1 If funds are not appropriated for implementation of LIHEAP through the State budget process or otherwise, whether in the current year and/or any subsequent year covered by this Contract, this Contract shall be of no further force and effect. Upon written notice to Contractor by CSD that no funds are available for contract implementation, the Contract shall be terminated, and CSD shall have no obligation to pay Contractor or to furnish other consideration under this Contract and Contractor shall not be obligated for performance.

2.3.2.2 If program funding for any fiscal year is reduced to such degree that CSD reasonably determines that the program cannot be implemented effectively, CSD shall at its sole discretion have the option either to terminate this Contract upon written notice to Contractor or, in the alternative, to offer and negotiate an amendment addressing the reduced funding. If the parties fail to reach an agreement on such amendment, CSD may at its option give written notice of termination without further obligation by either party except for contract close-out obligations and final settlement.

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SUBVENTION CONTRACT

2.4 Miscellaneous Provisions

2.4.1 Assignment. Neither this Contract nor any of the rights, interests, or obligations under this Contract shall be assigned by any party without the prior written consent of the other parties, except in the case where responsibility for program implementation and oversight may be transferred by CSD to another State agency. In the event of such transfer, this Contract is binding on the agency to which the program is assigned.

2.4.2 Merger/Entire Contract. This Contract (including the attachments, documents and instruments referred to in this Contract) constitutes the entire Contract and understanding of the parties with respect to the subject matter of this Contract and supersedes all prior understandings and contracts, whether written or oral, among the parties with respect to such subject matter.

2.4.3 Severability. If any provision of this Contract is found to be invalid or unenforceable in any respect for any reason, the validity and enforceability of any such provision in any other respect and of the remaining provisions of this Contract will not be in any way impaired and shall remain in full force and effect.

2.4.4 Notices. Unless otherwise provided herein, notice given by the parties shall be in writing, delivered personally, by United States mail, or by overnight delivery service (with confirmation). Certain reporting and other communications may be delivered electronically as specified by CSD or as is customary between the parties. Notice shall be delivered as follows:

2.4.4.1 To Contractor's address of record; and

2.4.4.2 To CSD at:
Department of Community Services and Development
2389 Gateway Oaks Drive, Suite 100
Sacramento, CA 95833

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SUBVENTION CONTRACT

ADMINISTRATIVE REQUIREMENTS

ARTICLE 3 - CONTRACT CHANGES

3.1 Amendment

3.1.1 Changes to this Contract shall be made by formal amendment with exceptions specified in Article 1 subsection 1.5.3 and in Section 3.2, below.

3.1.2 Contractor shall notify CSD in writing when any proposed amendment or change will significantly impact Contractor's Program Budget and/or Operations. CSD will afford Contractor a reasonable opportunity and sufficient time in which to phase-in the mandated change.

3.2 Minor Modifications

3.2.1 Contractor may request modifications to make minor adjustments during the contract term. Minor Modifications shall not affect the Maximum Amount payable under this Contract.

3.2.2 Minor Modifications shall not alter the maximum limits established for specific budget line items, e.g., administrative costs, Assurance 16, intake, outreach, and training and technical assistance costs, except as otherwise provided herein.

3.2.3 Allowable modifications to this Contract include the minor budget modifications and expenditure requirements, specified in Article 5.

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ARTICLE 4 - ADMINISTRATIVE POLICIES AND PROCEDURES

4.1 Board Roster, By Laws, Resolution, and Minutes

4.1.1 Contractor shall submit to CSD an Agency Staff and Board Roster form (CSD 188) listing the current Agency Staff and roster of members of its governing board, including contact information for each board member at a location other than the Contractor's offices, and the most recent version of the organizational bylaws. Contractor is responsible to notify CSD of any changes to the Executive Director, Program Manager, Chief Financial Officer and board roster within 30 calendar days of such occurrence.

4.1.2 Contractor's governing board must authorize the execution of this Contract. Contractor has the option of demonstrating such authority by the signature of a Board member, affixed to the signature page of this Contract, or by any lawful delegation of such authority that is consistent with Contractor's bylaws.

4.1.3 Where Contractor elects to delegate the signing authority to the chief executive officer or designated officials, CSD will accept either a resolution specific to this Contract or a resolution passed by the governing board that applies to any contract entered into by Contractor. Where Contractor provides a general resolution, Contractor shall maintain documentation that the chief executive officer provided timely and effective communication of the execution and terms of this Contract to the Board. Either a specific or current general resolution must be on file with CSD before execution of this Contract by CSD.

4.1.4 If the Contractor's board is both tripartite and advisory to the elected members governing a local government, the Contractor shall submit to CSD the approved minutes from any meeting of the elected officials where matters relating to this Contract are heard, including but not limited to discussions about or decisions affecting LIHEAP. Such minutes shall be submitted to CSD no later than 30 calendar days after the related meeting.

4.2 Internal Controls Requirements

Contractor shall ensure the establishment and maintenance of a system of internal accounting and administrative control. This responsibility includes documenting the system, communicating system requirements to employees, and assuring that the system is functioning as prescribed and is modified, as appropriate, for changes in conditions. The system of internal accounting and administrative control shall be attested to within the Contractor's independent audit conducted pursuant to this Contract and shall include:

4.2.1 Segregation of duties appropriate to safeguard state assets;

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4.2.2 Limited access to agency assets to authorized personnel who require these assets in the performance of their assigned duties;

4.2.3 Authorization and recordkeeping procedures adequate to provide effective accounting controls over assets, liabilities, revenues, and expenditures;

4.2.4 Established practices to be followed in the performance of duties and functions;

4.2.5 Personnel of a quality commensurate with their responsibilities; and

4.2.6 Effective internal reviews.

4.3 Record Retention Requirements

4.3.1 All records maintained by Contractor shall meet the requirements contained in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR Part 75).

4.3.2 Contractor shall maintain all records pertaining to this Contract for a minimum period of three years after submission of the final report or until resolution of all related audit or monitoring findings, enforcement actions, including cost disallowance, legal proceedings or other pending matters, whichever is later.

4.3.3 Contractor shall retain and secure all employee and client/applicant records and information in compliance with the Federal Privacy Act of 1974, as amended (5 USC § 552a) and Information Practices Act of 1977, as amended (Civ. Code §§ 1798 et seq.).

4.3.4 To the extent Contractor maintains records in an electronic format, Contractor shall ensure that all records are "backed-up" or copied, utilizing appropriate, secure technology and operational procedures in order to avoid unauthorized access, permanent loss or destruction, occasioned by theft, accident, willful acts or negligence, or by fire, flood, earthquake or other natural disaster.

4.4 Insurance and Fidelity Bond

4.4.1 General Requirements

4.4.1.1 Contractor agrees that the required insurance policies and bonds, specified below, shall be in effect at all times during the term of this Contract.

4.4.1.2 Contractor shall provide CSD with written notice at least 30 calendar days prior to cancellation or reduction of insurance coverage to an amount less than that required in this Contract and, prior to any lapse or reduction in coverage, provide CSD with documentation, as specified in subsection

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4.4.1.3, showing substitute coverage has been obtained or alternative measures have been taken to ensure compliance with the requirements of this Contract.

4.4.1.3 In the event insurance coverage expires during the term of this Contract Contractor agrees to provide within 30 calendar days of the expiration date, a new Certificate of Insurance (ACORD 25) for not less than the remainder of the term of this Contract. The new Certificate of Insurance (ACORD 25) shall evidence no lapse in coverage. The Certificate of Insurance (ACORD 25) shall identify and name CSD as the Certificate Holder.

4.4.1.4 New Certificates of Insurance are subject to review for content and form by CSD.

4.4.1.5 In the event Contractor fails to keep in effect at all times the specified insurance and bond coverage as herein provided, CSD may, in addition to any other remedies it may have, suspend this Contract.

4.4.1.6 With the exception of workers' compensation and fidelity bond, CSD shall be named as an additional insured on all certificates of insurance required under this Contract.

4.4.1.7 The issuance of other CSD contracts, as well as reimbursement payments, to the Contractor may be suspended until evidence of the required current insurance coverage has been submitted to CSD.

4.4.1.8 Should Contractor utilize a subcontractor(s) to provide services under this Contract, Contractor shall indemnify and hold CSD harmless against any liability incurred by that subcontractor(s).

4.4.2 Self-Insurance

4.4.2.1 When Contractor is a self-insured governmental entity, CSD, upon receipt of satisfactory proof of the entity's self-insurance authority, may waive the insurance requirements. A duly authorized county or city risk manager shall provide signed certification of the governmental entity's ability to cover any potential losses under this Contract.

4.4.2.2 Governmental contractors shall specify in writing a list of which coverage(s) will be self-insured under this Contract and shall list all applicable policy numbers, expiration dates, and coverage amounts for coverage which is not self-insured.

4.4.2.3 If a governmental contractor's self-insurance coverage does not contain

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any changes from the prior year, CSD will accept a certified letter signed by authorized personnel, stating that no changes have occurred from the previous year. This letter is due at the time of contract execution or within 30 calendar days of coverage.

4.4.3 Workers' Compensation Insurance

4.4.3.1 During the term of this Contract Contractor shall maintain legally sufficient workers' compensation insurance issued by an insurance carrier licensed to underwrite workers' compensation insurance in the State of California.

4.4.3.2 Contractor will not be paid an advance or any reimbursement of expenses unless it has first submitted to CSD either a Certificate of Insurance (ACORD 25) or a Certificate of Consent to Self-Insure, issued by the Director of the Department of Industrial Relations, as evidence of compliance with the workers' compensation insurance requirement.

4.4.4 Commercial or Government Crime Coverage (Fidelity Bond)

4.4.4.1 Contractor shall maintain commercial crime coverage. If Contractor is a public entity that elects to self-insure, Contractor shall make provision for adequate coverage to insure against crime risks. The commercial crime policy or government crime self-insurance coverage (hereinafter "fidelity bond") shall include the following coverage or the substantial equivalent: Employee Dishonesty/Theft, Forgery or Alteration, and Computer Fraud.

4.4.4.2 Contractor's fidelity bond coverage limits shall not be less than a minimum amount of 4% of the total contract amount, excluding Utility Services, as set forth under this Contract.

4.4.4.3 Contractor will not be paid an advance or any reimbursement of expenses unless it has first submitted to CSD an applicable Certificate of Insurance (ACORD 25) as evidence of compliance with the fidelity bond requirement.

4.4.5 General Liability Insurance

4.4.5.1 Contractor shall maintain for the term of this Contract general liability and property damage insurance for a combined single limit of not less than $500,000 per occurrence.

4.4.5.2 Contractor will not be paid an advance or any reimbursement of expenses unless it has first submitted to CSD an applicable Certificate of Insurance (ACORD 25), designating CSD as an additional insured as evidence of

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compliance with general liability insurance requirements.

4.4.6 Vehicle Insurance

4.4.6.1 Contractor shall maintain for the term of this Contract vehicle insurance in the amount of $500,000 for each person and each accident for bodily injury and in the amount of $500,000 for each person and each accident for property damage.

4.4.6.2 When employees use their own vehicles to perform duties within the scope of their employment, Contractor shall have and maintain for the term of this Contract non-owned and hired-auto liability insurance in the amount of $500,000 for each person and each accident for bodily injury and $500,000 for each person and each accident for property damage. Driving to and from work shall not be considered to be within the scope of employment.

4.4.6.3 Contractor will not be paid an advance or any reimbursement of expenses unless it has first submitted to CSD an applicable Certificate of Insurance (ACORD 25), designating CSD as an additional insured, to CSD as evidence of compliance with the stated vehicle insurance requirements.

4.5 System Security Requirements

Contractor shall, in cooperation with CSD, institute measures, procedures, and protocols designed to ensure the security of data and to protect information in accordance with the Information Practices Act of 1977 (Civ. Code §§1798 et seq.), and such other State and Federal laws and regulations as may apply. In the event there are different system security standards that may be applied to this Article, Contractor shall endeavor to use the strictest security standard that complies with state and federal requirements. The parties hereto agree to the following requirements, obligations, and standards in accordance with regulations set in the State Administrative Manual (SAM) and Statewide Information Management Manual (SIMM):

4.5.1 Data Protection

4.5.1.1 Data exchanged between CSD and Contractor must be limited to the data fields included on Data Transfer Rules (DTR) documents posted at https://agencies.csd.ca.gov/home/Energy/Pages/Resources.aspx. No personal financial information, e.g., credit card, bank account numbers, shall be stored or exchanged in the data exchange sessions.

4.5.1.2 Access to the above-mentioned data included in the DTR must only be given to authorized personnel to complete essential duties. Authorized personnel are to log into these systems using their own assigned

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credentials (i.e., no login account sharing). Upon departure of personnel with assigned credentials, the Contractor will remove the employee's access to the systems as soon as possible.

4.5.1.3 To the extent Contractor utilizes tablet or other internet-based or mobile devices for client intake and application purposes ("Electronic Intake") in lieu of paper forms and documents, Contractor shall comply with all federal and state information security requirements and with such guidance and protocols as CSD may from time to time issue for the purpose of ensuring the integrity of Electronic Intake, including, but not limited to, the use of electronic signatures, data privacy, security, transfer, and retention requirements.

4.5.1.4 Data exchanged between CSD and Contractor via email communication must have all personally identifying information (PII) and other sensitive information redacted before the document is sent. Alternately, Contractor must encrypt any attachments that have sensitive data using encryption tools and configurations as required by CSD.

4.5.2 Contractor Systems Security

4.5.2.1 The physical location of the computing and data storage devices (e.g., servers) shall be within access-controlled facilities. Individual users may not have access to the data except through their systems that are specifically credentialed for Contractor business. All access will be controlled by authentication methods to validate the approved users.

4.5.2.2 Standards for secure transmission may be accomplished through such means as certificates, secure socket layer, etc., and storage of the data with encryption.

4.5.2.3 Both CSD and Contractor shall keep security patches and anti-virus and anti-malware software up to date on all systems on which data may be used.

4.5.2.4 Contractor shall securely destruct data by sanitizing media prior to disposal.

4.5.3 Trusted Behavior Expectations

CSD's application system and users shall protect Contractor's application system/data and the Contractor's application system and users shall protect CSD's application system/data in accordance with the Privacy Act of 1974 (5 USC § 552a), Trade Secrets Act (18 USC § 1905), and the Stored Communications Act (18 USC §§ 2701 et seq.). Technology and systems code and functionality are owned by the respective

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parties and may not be shared with anyone else or used without written consent of the owner.

4.5.4 Incident Reporting

Any party discovering a security incident shall report it in accordance with its incident reporting procedures. Contractor shall, within 24 hours of discovery, report to CSD's Information Security Office at ISO@csd.ca.gov any security incident contemplated herein. Examples include, but are not limited to, stolen or lost equipment, malware/ransomware detection, suspected hacking, etc. Contractor further agrees CSD shall have the right to participate in the investigation of a security incident involving CSD's data, and to cooperate fully with CSD and other relevant State entities during independent investigation of the security incident.

4.5.5 Audit Trail Responsibilities

Both parties are responsible for auditing application processes and user activities. Activities that will be recorded include event type, date and time of event, user identification, workstation identification, success or failure of access attempts, and actions taken by system administrators.

4.5.6 Data Sharing Responsibilities

Contractor shall ensure that all primary and delegated secondary organizations that share, exchange, or use personal, sensitive, or confidential data, pursuant to this Contract and subcontracts issued by Contractor, shall adhere to these security requirements and applicable state and federal law, in addition to further data sharing guidance as may be issued by CSD during the term of this Contract. If data sharing is accomplished via interconnectivity of an application system, then data sharing must be certified to be secure by both parties.

4.6 Travel and per diem

4.6.1 Contractor's employee travel costs and per diem reimbursement rates shall be reimbursed in accordance with Contractor's written policies and procedures not to exceed federal per diem requirements and are subject to the requirements of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR Part 75, including 45 CFR § 75.474).

4.6.2 Contractor shall complete the Out-of-State Travel Form (CSD 536) and keep on file with back up documentation for compliance monitoring. Out-of-State travel is limited to two staff per event, unless otherwise indicated on the Out-of-State-Travel Form CSD 536. Contractor must seek pre-approval, prior to travel, for non-preapproved

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conferences when more than two staff are attending.

4.6.3 In the absence of a written travel reimbursement policy, Contractor shall receive reimbursement rates not to exceed federal per diem limits.

4.7 Conflict of Interest

4.7.1 Contractor shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts or subcontracts. No employee, officer, or agent of the Contractor shall participate in the selection, award, or administration of a subcontract supported by Federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the Contractor shall neither solicit nor accept gratuities, favors, or anything of monetary value from subcontractors or parties to sub-contracts. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the recipients.

4.7.2 Contractor shall not pay Federal funds received from CSD to any entity in which it or one of its employees, officers, or agent, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the parties indicated herein has an interest. As ownership constitutes a financial interest, Contractor shall not subcontract with a subsidiary. Similarly, Contractor shall not subcontract with an entity that employs or is about to employ any person described in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR Part 75, including 45 CFR §§ 75.112 & 75.327).

4.7.3 Contractor shall ensure that its employees and the officers of its governing body do not engage in actual or potential conflicts of interest and that no officer or employee who has responsibility for any activity or function with respect to LIHEAP and the implementation of this Contract shall have any personal financial interest in such activity or function or otherwise personally benefit or gain from the activity or function.

4.7.4 Contractor shall establish safeguards to prohibit its employees or its officers from using their positions for a purpose that could result in private gain or that gives the appearance of being motivated for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

4.7.5 Contractor shall not provide LIHEAP services or benefits in situations where an actual or perceived conflict of interest exists, unless the activity is explicitly allowed under Contractor's conflict of interest policies and procedures that are compliant with

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federal requirements. If Contractor provides program services to owner-occupied or rental dwellings that are owned or managed by the Contractor, its employees, or officers, Contractor shall submit the Property Certification form (CSD 678), in advance of providing weatherization and Energy Heating and Cooling Services (EHCS). Contractor shall ensure that other recipients or potential eligible recipients of services are not prejudiced or adversely affected by the receipt of services by Contractor.

4.7.6 Contractor must demonstrate that it will:

4.7.6.1 Follow all client eligibility and prioritization requirements of the federal and State LIHEAP programs, as applicable to each service or activity;

4.7.6.2 Comply with all dwelling eligibility requirements of this Contract, including but not limited to the prohibition against rent increases after service delivery and multiple dwelling restrictions;

4.7.6.3 Substantiate the need for weatherization and EHCS by completing a dwelling assessment for each individual dwelling unit served; and

4.7.6.4 Consent to any further conditions required by CSD. Failure to obtain prior written approval by CSD may result in costs being disallowed.

4.8 Procurement Standards

4.8.1 Contract Administration

4.8.1.1 *Maintenance of written procurement procedures.* Contractor shall administer this Contract in accordance with all federal and state rules and regulations governing LIHEAP block grants pertaining to procurement, including the Code of Federal Regulations' Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards and amendments thereto, consistent with the general Code of Federal Regulations compliance requirement in Section 1.5, Article 1 of this Contract, 45 CFR Part 75, and pursuant to CPA-A-12-01. Contractor shall establish, maintain, and follow written procurement procedures consistent with the procurement standards in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR Part 75) or any subsequent amendments to these standards, and the applicable provisions in this Contract, including but not limited to a code of conduct for the award and administration of contracts and a procedure that provides, to the maximum extent practical, open and free competition.

4.8.1.2 *Eligible Bidders.* Contractor shall not permit any organizational conflicts

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of interest or noncompetitive practices that may restrict or eliminate competition or otherwise restrain trade. In order to ensure objective subcontractor performance and eliminate unfair competitive advantage, individuals or firms that develop or draft specifications, requirements, statements of work, invitations for bids, and/or requests for proposals shall be excluded from competing for such procurements. Contractor shall only award a subcontract to the bidder or offer or whose bid or offer is responsive to the solicitation and is most advantageous to Contractor when considering price, quality, and other factors relevant to the procurement. Contractor's solicitations shall clearly set forth all requirements that the bidder or offer or must fulfill in order for the bid or offer to be adequately and fairly evaluated by the recipient.

4.8.1.3 All supplies, materials, equipment, or services purchased or leased with funds provided pursuant to this Contract shall be used solely for the activities allowed under this Contract, unless the fair market value for such use is charged to the benefiting program and treated as program income earned under this Contract.

4.8.1.4 Contractor shall provide for an open and free competition, to include a cost analysis, in accordance with federal and state law, for the procurement of materials, supplies, equipment, or services.

4.8.1.5 *Non-Competitive bid justification*. If a service or product is of a unique nature, is in response to a public exigency or emergency, or more than one potential vendor/provider cannot reasonably be identified, Contractor shall document adequate justification for the absence of competitive bidding. "Adequate justification" must include but is not limited to:

4.8.1.5.1 Explanation of why the acquisition of goods or services is limited to one vendor or supplier;

4.8.1.5.2 Description of sole vendor/supplier's unique qualifications to provide the goods or services in question; and

4.8.1.5.3 Analysis of cost(s) to demonstrate reasonability.

4.8.1.6 *CSD Lease/Purchase Pre-Approval Requirements*. To ensure that significant procurement transactions are conducted in an open and freely competitive manner, Contractor shall obtain prior written approval from CSD of capital expenditures for vehicles and equipment with a unit cost of $10,000 or more through the submission of a Request for Purchase/Lease Pre-Approval (CSD 558) to CSD at least 15 calendar days prior to executing transaction. Transactions without CSD's prior written approval may be disallowed.

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4.8.1.7 In all procurements, whether requiring CSD pre-approval or not, Contractor is solely responsible for maintaining adequate procurement records demonstrating compliance with Federal and State requirements.

4.8.1.8 Noncompliance with any of the provisions in this section may result in a disallowance of costs related to the procurement transaction.

4.9 Use and Disposition of Vehicles and Equipment

4.9.1 To ensure compliance with the requirements for vehicles and equipment, Contractor shall comply with Uniform Administrative Requirement, Cost Principles, and Audit Requirements for HHS Awards governing the acquisition of equipment with federal funds set forth in 45 CFR Part 75 (including 45 CFR §§ 75.320 & 75.439).

To ensure compliance with the requirements for equipment, vehicles, and the maintenance of equipment and vehicle records, Contractor shall adhere to CPN-A 17-01 or as revised. Contractor shall include information relevant to any purchase/lease pre-approval documented in the CSD 558 submitted to, and approved by, CSD, including the date the request was sent to CSD, the item(s) requested, and date of CSD approval in Contractor's property records.

4.9.2 Contractor shall provide the information specified in CPN-A-17-01, including any supporting documents, to CSD upon request.

4.9.3 *Limitation on Use of Funds.* Contractor shall assure that funds received under this Contract shall not be used for the purchase or improvement of land or for the purchase, construction, or permanent improvement of any building or other facility other than low-income weatherization or energy-related home repairs.

4.10 Subcontracts

4.10.1 Contractor may enter into subcontract(s) to provide services pursuant to this Contract in the service area(s) specified in Section 1.2 of Article 1. Subcontracts must require that parties comply with all applicable provisions of this Contract. Such requirement shall not relieve Contractor from any performance obligation created herein, nor from liability for a subcontractor's failure of performance.

4.10.2 If Contractor elects to subcontract for services, the Contractor's Board authorization and approval must be obtained and communicated to CSD in writing together with notice of execution of the subcontract as provided in Section 4.10.3. Contractor's Board, through a resolution or other official documentation, may elect to delegate the signing authority for the approval of subcontractors to the Chief Executive Officer or designated authority unless such delegation is set forth in the bylaws of the agency and a copy of the provision is communicated to CSD.

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4.10.3 Within 60 calendar days of the execution of any subcontract, Contractor shall provide written notification to CSD of the execution of the subcontract as well as identifying information, to include the name of the subcontractor entity, its address, telephone number, contact person, contract amount, and program description of each subcontractor activity to be performed by the subcontractor.

4.10.4 Notification of subcontract execution shall contain certification by Contractor that to the best of Contractor's knowledge, the subcontractor is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency. For purposes of this certification of subcontractor eligibility, Contractor may rely on information available at https://www.sam.gov/SAM/pages/public/index.jsf.

4.10.5 If CSD determines that Contractor has executed a subcontract with an individual or entity listed as disbarred, suspended, or otherwise ineligible on the Excluded Parties List System as of the effective date of the subcontract, costs Contractor has incurred under the subcontract may be disallowed.

4.10.6 Contractor must ensure that funds expended pursuant to this Contract are allowable and allocable. Contractor must adopt fiscal control and accounting procedures sufficient to enable the tracing of funds paid to any subcontractor to a level of expenditure adequate to establish that such funds have not been used in violation of this Contract. Contractor shall ensure that any subcontracts under this Contract contain all provisions necessary to ensure adequate substantiation and controls of the expenditure of such funds. Contractor may achieve this through detailed invoices, by periodic monitoring of subcontractor's program activities and fiscal accountability, by retaining a right of reasonable access to the subcontractor's books and records, or by any other method sufficient to meet Contractor's responsibility to substantiate costs required by the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR Part 75).

4.10.7 Contractor shall notify subcontractor(s) in writing within five business days of such action in the event CSD suspends, terminates, and/or makes changes to services to be performed that materially alter the obligation of the subcontractor under this Contract.

4.10.8 Contractor is liable for the failure of performance of the terms, conditions, assurances, and certifications of this Contract, without recourse against CSD over matters involving subcontracts entered into for the implementation of this Contract, including but not limited to disputes, claims, or other legal action for breach of contract, negligence, torts, or criminal acts and other misconduct.

4.10.9 Nothing in this Contract creates or implies a contractual relationship between CSD and any subcontractor or creates any obligation by CSD to any subcontractor. Contractor is liable to CSD for damages to CSD for the acts and omissions of its

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subcontractors that occur in connection with the implementation of this Contract. Contractor's obligation to pay its subcontractors is independent of any obligation of CSD to pay Contractor, and Contractor shall not represent to subcontractors any such obligation of CSD to pay or ensure payments to subcontractors.

4.10.10 All subcontractors shall be subject to applicable training requirements and shall maintain records of completion and certification in accordance with record-keeping provisions in this Contract. In addition, subcontractors whose training is provided at Contractor's expense will be subject to a retention contract, as indicated in Section 9.1.4.

4.11 Complaint Management Policies and Procedures

4.11.1 Contractor shall establish and maintain policies and procedures for handling complaints and provide applicants an opportunity to register a complaint based on their experience with attempts to obtain services under LIHEAP. The policies and procedures shall be in writing and Contractor shall provide the complaint process to interested individuals upon request.

4.11.2 Contractor shall ensure that all formal complaints are documented and include the date, time, client name and address, and nature of the complaint and the actions undertaken by the Contractor to resolve the issue. For purposes of this section, "formal complaint" means a written complaint filed with the Contractor by the complainant.

4.11.3 If the Contractor's efforts did not result in a resolution, the Contractor may refer the applicant or client to CSD. The Contractor shall contact CSD and explain the issue, actions taken to resolve the issue, and provide CSD with all supporting documentation that indicates the nature and extent of Contractor's effort to resolve the issue.

4.11.4 CSD shall immediately be notified if the Contractor has reason to believe that the complainant will contact the media, a State or Federal oversight agency, or the Governor's Office regarding the complaint.

4.12 Fair Hearing Process for Applications for Denial of Benefits by Contractor

4.12.1 Contractor shall establish a written appeals process to enable applicants who are denied benefits or services, or who receive untimely response or unsatisfactory performance, the right to appeal the decision or performance to the Contractor. Contractor's process shall include, at a minimum, all of the requirements of 22 CCR § 100805 (b) plus:

4.12.1.1 Provisions that ensure that each applicant is notified in writing of the right to appeal a denial of or untimely response to an application, or to appeal

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unsatisfactory performance. At the time the applicant applies for services, applicant shall be informed of appeal rights and appeal procedures, to include the right to appeal to both the Contractor and to CSD;

4.12.1.2 Provisions that ensure that Contractor will make a good faith effort to resolve each appeal;

4.12.1.3 Provisions that ensure that Contractor shall notify the applicant in writing of the Contractor's final decision within 15 business days after the appeal is requested. If the appeal is denied, the written notification shall include instructions on how to appeal the decision to CSD. Whenever Contractor notifies an applicant of a denial of an appeal, Contractor shall at the same time provide a copy of the final decision to the Manager of CSD's Energy Services Division; and

4.12.1.4 Provisions to track information on denials and appeals.

4.12.2 Upon receipt of an applicant's appeal of a Contractor's denial of benefits or services, CSD may conduct a hearing in accordance with established procedures. CSD's decision following the appeal and hearing shall be final.

4.13 Fraud, Waste, and Abuse

4.13.1 Contractor shall submit a written report to CSD within 30 calendar days of discovery of incidents and activities, or suspected incidents and activities, involving fraud, waste, and abuse of LIHEAP funds by Contractor's employees, subcontractors, clients, or other parties affiliated with Contractor. Incidents and activities subject to reporting under this section include, but are not limited to, criminal acts and other violations of law constituting a misuse of funds that could result in cost disallowance. Contractor shall inform CSD within 30 calendar days of any reports or complaints submitted to law enforcement officials by Contractor, Contractor's employees, subcontractors, clients, or other parties affiliated with Contractor, concerning the misuse of LIHEAP funds.

4.13.2 Contractor shall provide employees, subcontractors, clients, and other parties affiliated with the Contractor the information necessary to report fraud, waste, and abuse to the U.S. Department of Health and Human Services Office of Inspector General Fraud hotline.

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SUBVENTION CONTRACT

FINANCIAL REQUIREMENTS

ARTICLE 5 - ADMINISTRATIVE AND PROGRAM EXPENDITURES REQUIREMENTS

5.1 Budget Guidelines

5.1.1 Budget and Allocation Forms

5.1.1.1 Upon execution of this Contract, CSD shall release at least 50% of the anticipated annual allocation as reflected in the allocation spreadsheet. The remaining allocation shall be released when CSD receives funds from HHS.

5.1.1.2 If the LIHEAP annual grant award is yet to be determined and CSD must fund this Contract based on Continuing Resolution appropriations, CSD shall amend the Contract and update the allocation spreadsheet to reflect the Final allocation.

5.1.2 Minor Modifications

If Contractor intends to request a minor modification to this Contract, Contractor shall submit a Request for Amendment/Modification Energy (CSD 509), by completing a CSD 509 with a justification supporting the fund transfer or change request. Contractor may submit the signed request for amendment/modification to CSD via email, fax, or hard copy with signature via Mail.

Minor modifications which Contractor may propose for approval by CSD include the following:

5.1.2.1 Transferring funds to increase or decrease the Utility Assistance total allocation;

5.1.2.2 Transferring funds to increase or decrease the Wood, Propane and Oil (WPO) total allocation (ECIP WPO or HEAP WPO);

5.1.2.3 Transferring funds between target service areas, which shall be conditioned upon Contractor meeting its target service areas expenditure requirements, as stated in Article 5.7, Section 5.7.3; or

5.1.2.4 Changes to the Agency Local Plan.

5.1.3 Fund Transfer Requirements

Subject to CSD approval, Contractor may elect to transfer funds between each of the

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LIHEAP components, e.g., Weatherization and ECIP EHCS.

5.1.3.1 Funding transfers that would increase amounts available for Weatherization above the 25% maximum are prohibited.

5.1.3.2 Fund Transfer in Service Territory with Multi-Service Areas

If Contractor transfers funds from Administrative, Intake, Outreach, and other Support costs to Direct Services and/or Utility Assistance for a specific service area, then later transfer funds from the remaining service areas to replenish the Administrative, Intake, Outreach, or other Support costs such transfer of funds should not unduly impair the equitable provision of services or otherwise disadvantage potential recipients of benefits in any Service Area.

Subsequent transfer of funds to replenish the Support line(s) with Direct Service(s) and/or Utility Assistance funds shall be limited to fund transfer from Service Area(s) that benefited from the preceding transfer.

5.1.4 Sufficient Funds for Crisis Services

Contractor must allocate sufficient funds to offer crisis services through at least March 15, 2023 and in accordance with the Agency Local Plan.

5.1.5 Weatherization Waiver

Unless and until HHS grants CSD a weatherization waiver, Contractor may not expend or be reimbursed for costs in excess of the amount reflected in the initial WX Program Column of the allocation spreadsheet. If the weatherization waiver is granted, Contractor may, upon written notification from CSD, expend and will be reimbursed for expenditures up to 100% of the available allocation, as reflected in the WX Program Subtotal Column of the allocation spreadsheet.

5.2 Utility Assistance Expenditure Requirements

5.2.1 The Utility Assistance portion of Contractor's grant shall be retained by CSD to enable CSD to make direct utility assistance payments to clients and/or to utility companies. Contractor's Administrative and Assurance 16 budget line item shall be based on Contractor's total allocation, including Utility Assistance.

5.2.1.1 Energy Crisis Intervention Program (ECIP): Electric and Gas (Fast Track)

The total amount allocated to the ECIP Fast Track Program shall be administered by Contractor in accordance with the terms of this Contract, with payments to recipients issued by CSD.

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5.2.1.2 Home Energy Assistance Program (HEAP): Electric and Gas Allocation

The total amount allocated to the HEAP Electric and Gas Program shall be administered by Contractor in accordance with the terms of this Contract, with payments to recipients issued by CSD.

5.2.2 ECIP Payments - Electric and Gas (Fast Track)

Payment for applicant's electric and/or gas energy bills shall be made by CSD directly to the utility company or in the form of a dual-party warrant, payable to the applicant and the utility company. All payments shall be deducted from Contractor's Utility Assistance allocation.

5.2.3 HEAP Payments - Electric and Gas

Payment for applicant's electric and/or gas energy bills shall be made by CSD directly to the utility company or in the form of either a dual-party warrant, payable to the applicant and utility company; or, in the case where the cost of energy is included in applicant's rent, a single-party warrant shall be issued, payable to the applicant. All payments shall be deducted from Contractor's Utility Assistance allocation.

5.3 Working Capital Advance and Major Purchase Advances

5.3.1 Working Capital Advance (WCA)

Contractor may, in accordance with applicable law, receive WCA payments of allowable program costs per this Contract, provided Contractor complies with the provisions of this section and guidance issued by CSD as is needed to implement this section. In order to receive a WCA, Contractor's financial management systems shall be compliant with the provisions of this Contract, WCA Requirements, applicable CPNs and CPAs, and the standards for fund control and accountability as established in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR Part 75).

5.3.1.1 WCA Requirements include the following standards:

5.3.1.1.1 The WCA shall be for the minimum amounts necessary, timed in accordance with Contractor's immediate cash requirements, which will enable Contractor to carry out the purposes of this Contract;

5.3.1.1.2 WCA Requirements issued by CSD to Contractor, while conforming to the requirements of this Section 5.3.1, shall take into account the practical requirements and limitations of

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efficient administration and the effective implementation of this Contract by both Contractor and the CSD;

5.3.1.1.3 Interest on Advances. Contractor shall deposit all advances in an interest-bearing account. Interest earned, up to $500 per year, may be retained by Contractor for administrative expenses. The account shall be sufficiently segregated to enable the tracking and accounting of WCA funds issued by CSD. Any interest earned on LIHEAP advances shall be accounted for and expended pursuant to 2 CFR § 200.305(b)(9) (45 CFR § 75.305(b)(9)); and

5.3.1.1.4 Non-advance Payments and Offsets. If Contractor elects not to request a WCA, payment for allowable expenses under this Contract shall be made upon approval by CSD of Contractor's monthly Expenditure Activity Report. If Contractor owes CSD any outstanding balances for overpayments under any contract, current or previous, the balance may be offset, based on arrangements made with the Contractor.

5.3.1.2 Contractor shall adhere to the WCA Requirements outlined in CPN-E-19-001, which is available online at: https://agencies.csd.ca.gov/home/Energy/Pages/CPNCPA-Energy.aspx.

5.3.1.3 Major Purchase Advances

In the event Contractor needs significant cash outlay for large purchases, a special advance may be requested at any time during the contract term. To request a Major Purchase Advance, the following requirements apply:

5.3.1.3.1 Request must be completed via the Major Purchase Advance Request (CSD 144);

5.3.1.3.2 Limited to purchase of items in excess of $10,000;

5.3.1.3.3 No advance will be issued until the Request for Pre-approval of Purchase/Lease (CSD 558) has been approved by CSD;

5.3.1.3.4 Procurements must comply with the open and competitive bid process, which must be documented through the Request for Pre-approval of Purchase/Lease (CSD 558);

5.3.1.3.5 Advance repayment for major purchases will be liquidated upon the first expenditure reporting period following the date of the purchase of the item or items identified in the Request

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for Pre-approval of Purchase/Lease (CSD 558). An Advance Request (CSD 144) must reflect 100% liquidation in the month following the expected date of purchase;

5.3.1.3.6 Major Purchase Advance requests will not be granted until such time as no less than 50% of the current WCA has been repaid. The combined total amount of the WCA and Major Purchase advance cannot exceed 25% percent of the Contract or the remaining contract balance, whichever is less; and

5.3.1.3.7 Interest on Major Purchase Advances. Contractor should deposit all major purchase advances in an interest-bearing account. Interest earned, up to $500 per year, may be retained by Contractor for administrative expenses. The account shall be sufficiently segregated to enable the tracking and accounting of Major Purchase Advances funds issued by CSD. Any interest earned on LIHEAP advances shall be accounted for and expended pursuant to 2 CFR § 200.305(b)(9) (45 CFR § 75.305(b)(9)).

5.3.2 WCA and Major Purchase Advance Limits

Pursuant to 22 CCR § 100840 (a) the total amount advanced to Contractor at any time, whether in the form of a WCA or Major Purchase Advance, shall not exceed 25% of Contractor's total contract amount, excluding the Utility Assistance allocation amount. If the WCA or Major Purchase Advance request exceeds the remaining balance, then CSD shall only provide Contractor with the amount of the remaining balance. Advance amounts repaid by Contractor may be replaced by additional advances at any time as allowed in this Section 5.3 and corresponding guidance.

5.4 Program Income

5.4.1 Contractor shall maintain records of the receipt and disposition of all "program income" defined in 22 CCR § 100855(c) and pursuant to CPN-A-18-01, as income that is generated or earned as a result of LIHEAP activities.

5.4.2 Determining Net Program Income

5.4.2.1 Except as provided below in Section 5.4.2.2, any costs Contractor incurs in generating program income may be deducted from gross program income to determine net program income.

5.4.2.2 Contractor shall not deduct from gross program income any allowable program expenses for which Contractor has been, or will be, reimbursed from the LIHEAP grant award.

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5.4.3 Expenditure, Reporting, and Rollover of Program Income

5.4.3.1 Program income must be expended in accordance with the requirements for expenditure of regular LIHEAP funds, for allowable program purposes.

5.4.3.2 Contractor may expend program income during the term of this Contract. Contractor shall report all such expenditures, along with remaining unexpended program income, at the close-out of this Contract or at such other time(s) as CSD reasonably requires.

5.4.3.3 Contractor's unexpended program income at the close-out of this Contract shall roll over to subsequent LIHEAP contract(s).

5.4.3.4 If Contractor has generated program income with leveraged funding source(s) in addition to LIHEAP, the LIHEAP portion of rollover program income must be tracked by Contractor and can be used for allowable LIHEAP expenditures.

5.5 Wood, Propane and Oil Returned Payments

5.5.1 Contractor shall maintain a tracking-log of returned payments, including Supplemental WPO payments referenced in CPA-E-21-04, for services provided. Returned payments must not be entered into the Expenditure Activity Reporting System (EARS) or CSD's Combined Outcome Reporting Engine (CORE). Upon receipt of the returned payment Contractor shall make the following attempts to contact client:

5.5.1.1 Make every reasonable attempt to contact client within five business days of receiving the returned payment during the contract term. The following shall constitute a reasonable effort and be maintained in the client file:

5.5.1.1.1 One phone call attempt stating the client has the option to reclaim the returned payment and provide Contractor with the updated vendor information to reissue the returned payment amount; or

5.5.1.1.2 One letter to the client stating the option to reclaim the repayment and provide Contractor with the updated vendor information to reissue the returned payment amount.

5.5.1.2 Hold the returned payment for the client for 10 business days subsequent to all attempts to contact the client.

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5.5.1.3 If the client does not contact Contractor within the above time frames the returned payment shall be added to the current WPO allocation tracking log.

5.5.1.4 If Contractor is unable to identify the client of the returned payment the payment can be added to the current WPO allocation tracking log.

5.5.2 Contractor may expend returned payments on WPO services during the term of this Contract. Contractor shall report all such expenditures, along with remaining unexpended returned payments, at the close-out of this Contract or at such other time(s) as CSD reasonably requires.

5.5.3 Contractor's unexpended returned payments at the close-out of this Contract shall be returned to CSD.

5.5.4 Returned payments received after the close-out of the contract shall be promptly returned to CSD.

5.5.5 If Contractor is unable to determine whether the returned payment is funded from the current contract, the returned payment shall be promptly returned to CSD.

5.6 Allowable Costs

5.6.1 Cost Reporting

5.6.1.1 All costs shall be reported using a "modified accrual" or "accrual" method of accounting.

5.6.1.2 Pursuant to the federal block grant and applicable regulations, Contractor may only claim reimbursements for actual, allowable, and allocable direct and indirect costs.

5.6.1.3 Contractor shall report all expenditures at actual cost and shall maintain records and source documentation in such a manner as to substantiate all costs reported.

5.6.2 Administrative

5.6.2.1 General

5.6.2.1.1 Administrative costs shall not exceed the amounts as set forth in allocation spreadsheet.

5.6.2.1.2 Administrative Costs shall mean actual costs for auxiliary functions such as salaries, wages, workers compensation, and

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fringe benefits for administrative staff, as well as for facilities, utilities, equipment, telephone, travel, accounting, auditing, monitoring assistance, office supplies, and like services necessary to sustain the direct effort involved in administering a grant program or an activity providing services to the grant program.

5.6.2.2 Contractor shall use Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR Part 75) as a guide for determining administrative costs.

5.6.2.3 Administrative Equipment More Than $10,000—Acquisition Costs

5.6.2.3.1 Acquisition costs shall mean the actual costs associated with the purchase of equipment over $10,000 per unit used for administrative purposes.

5.6.2.3.2 CSD pre-approval is required for the purchases or lease-purchase option of equipment with a total value greater than $10,000 utilizing the Request for Pre-approval of Purchase/Lease (CSD 558).

5.6.2.4 Administrative Out-of-State Travel

Administrative out-of-state travel costs shall mean cost incurred for out-of-state meeting, conferences or training that is critical to administering and/or maintaining LIHEAP. Travel expenses are limited to transportation, subsistence and related items incurred by traveling on official business on behalf of Contractor.

5.6.3 Program Costs

5.6.3.1 General

Program costs are all allowable costs other than Administrative Costs. Program costs include those actual costs that are directly attributable to the performance of this Contract and that are reasonable and necessary as determined by CSD for the purpose of delivering services.

5.6.3.2 Assurance 16

Assurance 16 costs shall not exceed the total amount set forth in the allocation spreadsheet.

5.6.3.3 Intake

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Intake shall be allocated at 8% of the Weatherization Budget and 8% of the ECIP/HEAP Direct Services/Utility Assistance Budget based on the Interim Allocations and/or subsequently the Final Allocation. Reimbursement shall be limited to actual cost up to 8% of Final Allocation. Intake in excess of 8% may be charged as an administrative cost not to exceed allowable administrative cost maximum.

5.6.3.4 Outreach

Outreach shall be allocated at 5% each of the Weatherization, ECIP/HEAP and Direct Service/ Utility Assistance, Assistance budgets based on the Interim Allocations and/or subsequently the Final Allocation. Reimbursement shall be limited to actual cost up to 5% of Final allocation.

5.6.3.5 Training and Technical Assistance

Training and technical assistance shall be allocated up to 5% of the total Weatherization allocation and up to 2% of the total ECIP/HEAP allocation based on the Interim Allocations and/or subsequently the Final Allocation. Training and technical assistance shall not exceed these limits and shall be reimbursed at actual cost. Reimbursement shall be limited to actual cost up to 5% of Weatherization allocation, and 2% of ECIP/HEAP allocation.

5.6.3.5.1 If Contractor determines that an increase in the allowable allocation for training and technical assistance is needed to cover the cost of the software database collection system or related automation training as specified below, then Contractor must submit a request to, and obtain prior approval from, CSD.

5.6.3.5.2 Associated training and technical assistance costs may include costs related to travel, admission, materials, and actual salaries/wages. Subcontractor training costs are limited to travel, admission, and materials.

5.6.3.5.3 Training and technical assistance shall include costs associated with the completion of weatherization-related training as specified in the Training Requirement of Section 9.1 of this Contract. Training may include, but not limited to, internal contractor training, safety training, attendance of weatherization-related training to include the software database collection system or other forms of training to aid in the development and skill of staff in utilizing and supporting internal program automation systems, and/or weatherization-related workshops sponsored by utility companies, Department

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of Energy (DOE), or CSD training. CSD training may include Local Service Provider's Meetings and Association of California Community and Energy Services Roundtable Meetings, and/or other organizations offering a component of weatherization training, and/or is necessary to carry out the direct delivery of services.

5.6.3.5.4 Training for job corps and workforce development trainees shall be limited to required CSD health and safety training sessions, unless otherwise approved by CSD.

5.6.3.5.5 Contractor staff out-of-state travel costs shall mean cost incurred for out-of-state meeting, conferences, or trainings that are critical to carrying out LIHEAP. Travel expenses are limited to transportation, subsistence, and related items incurred by traveling on official business on behalf of the Contractor.

5.6.3.6 Acquisition Costs

5.6.3.6.1 Minor Vehicle and Field Equipment Less Than $10,000 – Acquisition Costs.

Minor Vehicle and Field Equipment costs under $10,000 per unit must follow all federal and state rules and regulations governing LIHEAP pertaining to procurement standards.

5.6.3.6.2 Major Vehicle and Field Equipment costs $10,000 or Greater – Acquisition Costs Must Be Pre-Approved

CSD pre-approval is required for the purchases or lease-purchase option of vehicles and field office equipment with a total value of $10,000 or greater, utilizing the Request for Pre-approval of Purchase/Lease (CSD 558).

5.6.3.7 Other Program Costs:

5.6.3.7.1 Other Program Costs

Other Program Costs shall mean the actual costs associated with field staff wages, program management and support wages, ancillary supplies, disposal fees, and Historic Preservation review costs, lodging and per diem, vehicle and equipment repair, maintenance, and fuel, waste breakage, and solar water heating maintenance.

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5.6.3.7.2 Workers' Compensation

Workers' Compensation shall mean those actual costs associated with workers' compensation coverage for program staff whose salaries and wages are chargeable under program costs.

5.6.3.8 Liability Insurance

Liability Insurance shall mean those actual costs allocated for insurance bonds, general liability, vehicle insurance, and pollution occurrence insurance (if applicable).

5.6.3.9 General Operating Costs

General Operating Costs may be charged to the program and are for costs that are directly allocable to those activities defined as related facilities, office and computer equipment, office supplies, telephone, travel, and materials and activities to prevent exposure related to COVID-19 as allowable program costs.

5.6.3.10 Automation Costs

5.6.3.10.1 Contractor can expend funds to the Automation Costs (AC) in an amount not to exceed $50,000, to be used to meet contract program startup requirements such as IT automation needs to comply with updated or new Expenditure Activity Reporting System, Weatherization Database and Core ("CSD System") requirements or contractual reporting requirements programmatic in nature, related to CSD System IT expenses, and with ongoing programmatic IT expenses. AC funds are not limited exclusively to CSD System-related IT expenditures but any IT expense related to CSD System costs incurred including necessary training on upgrades to Contractor's system.

5.6.3.10.2 If Contractor expended funds in a prior year for a system and now wants to purchase a new system with AC funds, Contractor must utilize unrestricted funds and bear the full cost of the conversion to such an alternative system. Contractor may be granted a variance from this requirement provided Contractor's AC plan is appropriately revised and CSD gives its written approval of the plan and request for variance.

5.6.3.10.3 Contractor shall report all automation and IT expenditures related to compliance with the reporting requirements under this Contract in the Automation Costs line item. Such

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expenditures may include, but is not limited to, computer and IT equipment; approved front-end database acquisition and ongoing subscription costs; IT security implementation costs; and IT systems training. All costs reported in this line item must be directly related to program functions. IT costs related to administrative functions shall be reported as administrative costs pursuant to the Uniform Administrative Requirements, Cost Principles and Audit Requirements for HHS Awards (45 CFR Part 75).

5.6.3.10.4 Contractors with multiple LIHEAP contracts for the same contract year are limited to reimbursement up to $50,000 per contract. Contractor shall allocate costs among contracts when permitted and may not charge the same costs to more than one contract.

5.6.3.10.5 CSD System-related IT costs charged to the AC shall be submitted for reimbursement in accordance with CSD's normal reporting and accounting procedures.

5.6.3.10.6 CSD System-related IT costs that exceed the maximum AC amount of $50,000 may not be reimbursed by CSD.

5.6.3.10.7 Contractors that remain in contract with their front-end vendor are not required to conduct a procurement for ongoing maintenance, updates or process improvements performed by the front-end vendor.

5.6.3.10.8 Upon approval by CSD, Contractor may procure, from CAP 60 ©, Hancock™ or ServTraq©, a new automated reporting system with supplemental functionality beyond basic CSD System reporting requirements. The following provisions apply to CAP 60 ©, Hancock™ and ServTraq© System Users:

5.6.3.10.8.1 If Contractor elects to procure a new automated IT reporting system, it is the Contractor's obligation to ensure that the system procured is fully compliant with CSD System requirements. CSD's responsibility is limited to providing Contractor or its vendor with the applicable system specifications, interface and security protocols;

5.6.3.10.8.2 If Contractor expended funds in a prior year for a system and now wants to purchase a new system with AC funds, Contractor must utilize unrestricted funds, to bear the full cost of the conversion to such an alternative system. Similarly, Contractor may not use future annual AC funding for such conversion. Any alteration to this provision requires prior written approval from CSD and must include the submission of a revised AC plan; and

5.6.3.10.8.3 Systems and services procured by Contractor in order

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to obtain and implement CAP 60 ©, Hancock™ or ServTraq© system shall be conducted in compliance with Contractor's procurement policy and with all applicable LIHEAP contract requirements and the provisions of federal and state law. Contractor may, at Contractor's option, participate in a consortium of local service providers to procure jointly an automated reporting system from CAP 60 ©, Hancock™ or ServTraq©, provided Contractor's procurement policy is not violated in such a manner as to render the process flawed or unfair. Contractor may rely on any local service provider subject to this Amendment to conduct the procurement on Contractor's behalf provided, however, that: 1) Contractor shall not be absolved from fulfilling applicable procurement obligations and requirements; 2) Contractor shall review all pertinent procurement documentation for sufficiency; and 3) make such documentation available to CSD upon request.

5.6.3.11 Weatherization Program Activities

Weatherization Program Activities shall mean those costs associated with the installation of measures to those dwellings weatherized and reported as completed, to include but not limited to, assessment, diagnostic testing, labor, materials, subcontractors, environmental inspections, permits, Home Energy Rating System (HERS Raters), and Environmental Hazard Work weatherization materials.

5.6.3.12 ECIP Emergency Heating and Cooling Services (EHCS)

ECIP EHCS shall mean those costs associated with emergency heating and cooling repair and replacement services and other related costs, including costs associated with labor, materials, subcontractors, permits, HERS Raters, Environmental Hazard Work weatherization materials, and diagnostics all as further defined by the ECIP Policy and Procedures, and the Severe Weather Energy Assistance and Transportation Services (SWEATS) Policy. The ECIP Policy and Procedures is hereby incorporated by reference to this Contract and available on the CSD Local Agencies Portal at https://agencies.csd.ca.gov/home/Energy/Pages/Resources.aspx.

5.7 Service Area Expenditures Requirements

5.7.1 For purposes of this section the following definitions apply:

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"Service Area" means the geographical area for which Contractor receives a discrete grant allocation, whether in a contract pertaining to that geographical area alone, or in a contract covering multiple geographical areas, as for example, multiple counties.

"Service Territory" means the totality of Contractor's Service Area(s), whether: 1) a single county; 2) a portion of a single county; 3) multiple counties; or 4) a single county in combination with a portion of another county. Accordingly, the single Service Area or combined Service Areas for which Contractor provides services constitutes Contractor's Service Territory.

"Target Allocation" means the sum of money from the LIHEAP state grant designated by CSD for expenditure in a designated Service Area.

"Target Service Area" means the service area for which a grant allocation has been designated on the LIHEAP Allocation Spreadsheet attached to this Contract.

Note: If Contractor provides only some LIHEAP services to a Service Area, e.g., weatherization services only or utility assistance services only and another contractor provides other LIHEAP services in the same Service Area, the contractors are co-service providers with respect to the Service Area in question and each is responsible for that portion of the grant allocation applicable to the services it provides. Contractor's Service Territory includes a Service Area in which the grant allocation is split with another contractor.

5.7.2 This section shall apply to Contractor if any of the following pertain:

5.7.2.1 This Contract involves funding for LIHEAP services provided by Contractor in multiple Service Areas;

5.7.2.2 Contractor provides only some of the LIHEAP services in multiple Service Areas under the terms of this Contract; or

5.7.2.3 Some combination of 5.7.2.1 and 5.7.2.2 above.

5.7.3 The Target Allocation(s) specified in this Contract shall be used either: a) to provide services within the geographical boundaries of Target Service Area(s) to which the allocation applies; or b) on behalf of the recipients of benefits who reside within the Target Service Area(s), thereby ensuring that the low-income persons in each Target Service Area receive their appropriate share of the grant award and that direct program funds designated for a particular Target Service Area are not expended for services in another Service Area without good cause.

5.7.3.1 Contractor is required to expend at least 90% of the applicable Target Allocation(s) in each Target Service Area(s).

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5.7.3.2 Contractor shall, as requested by CSD, submit a LIHEAP Production Plan estimating the number of households served by the designated allocation for each Target Service Area and the Agency Local Plan explaining how Contractor will conduct targeted outreach activities, identify service needs in Target Service Areas and track expenditures.

5.7.3.3 At the time of close-out, Contractor shall submit a report comparing Contractor's production estimates, by Service Area, to actual expenditures, what lessons were learned, and what changes in operations are anticipated in coming years.

5.7.3.4 Contractor may, subject to CSD's written approval, expend a portion of a Target Allocation in another service area in which Contractor provides services pursuant to this Contract, under the following circumstances:

5.7.3.4.1 When there is no acute need or ready opportunity for full expenditure of direct program funds in the Target Service Area; and

5.7.3.4.2 When Contractor can readily expend direct program funds in an alternate service area to avoid under expenditure or a loss of funding.

5.7.4 Notwithstanding the provisions of Section 5.7.3, Contractor is authorized under the terms of this Contract to combine the Administrative, Intake, Outreach, Assurance 16, and other program support costs, including liability insurance, workers' compensation, and general operating portion of grant allocations for multiple Service Areas for purposes of efficiency and effective contract implementation, provided such combining of funds does not unduly impair the equitable provision of services or otherwise disadvantage potential recipients of benefits in any Service Area.

5.8 Reimbursement Guidelines

5.8.1 Claims for Reimbursement

Pursuant to the federal block grant and applicable regulations, Contractor may only claim reimbursements for actual, allowable, and allocable direct and indirect costs. Contractor shall report actual costs incurred for actual expenditures up to any applicable maximum amounts set by this Contract.

5.8.2 Assurance 16

5.8.2.1 Assurance 16 costs and its related services include those actual costs that are directly attributable to the performance of this Contract and that are

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reasonable and necessary as determined by the CSD for the purpose of delivering services. Assurance 16 costs shall include needs assessment, client education, budget counseling, and coordination with utility companies.

5.8.2.2 Contractor may claim Assurance 16 costs for client education only once when LIHEAP and DOE funds and services are provided concurrently in the same residential dwelling unit.

5.8.3 Wood, Propane, and Oil Assistance

5.8.3.1 HEAP WPO

Contractor may claim reimbursement for HEAP WPO expenditures and activities expenditures as required in accordance with the terms of this Contract.

5.8.3.2 ECIP WPO

Contractor may claim reimbursement for ECIP WPO expenditures as required in accordance with the terms of this Contract.

5.8.4 Weatherization and EHCS Specific

5.8.4.1 Contractor may claim reimbursement for Weatherization-related activities under the terms of this Contract as documented on the CSD Dwelling Assessment Form (CSD 540) or approved Contractor's equivalent for each eligible household not previously weatherized.

5.8.4.2 Contractor shall ensure that duplicate billings for the same product or service do not occur.

5.8.4.3 All service completed dwellings unit shall be submitted for payment within 90 calendar days of completion or by the due date of the last reporting period of this Contract, whichever is less. A service completed unit shall not be carried over into another contract period, except when there are insufficient funds to cover a portion or the entire cost of rendered services. In the event a completed unit is billed in the subsequent contract, the Contractor must also ensure that the applicant meets the income eligibility requirements.

5.8.4.4 Contractor may claim reimbursement for labor and material expenses associated with Environmental Hazard Work activities intended to assure the health, safety, and well-being of workers and dwelling occupants during the performance of in-home Weatherization and EHCS services

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under this Contract. Environmental Hazard Work activities include activities to prevent exposure related to the disturbance of asbestos, lead paint and the COVID-19 virus. Materials shall include items that are disposable or have temporary use, such as Tyvek suits, hand sanitizer, cleaning supplies, disposable face masks, HEPA vacuum cleaner bags/filters, etc. Labor shall include those activities related to prepping and cleaning within the workspace to prevent contamination.

5.8.4.5 For emergency ECIP EHCS provided outside Contractor's normal business hours of operations, Contractor may exceed the maximum cost limits allowed for repair and replacement services. Contractor shall not request reimbursement for more than one heating and/or cooling unit repaired or replaced per household.

5.8.4.6 Measure Reimbursement

5.8.4.6.1 Measure Maximums

5.8.4.6.1.1 For those Weatherization and EHCS measures that have an established maximum rate, the reimbursement amount shall be equal to the actual labor costs of Weatherization or EHCS crew members and the actual cost of the materials, subcontracted services not to exceed the maximum reimbursement allowable.

5.8.4.6.1.2 Weatherization or EHCS measure costs exceeding the maximum reimbursement limit cannot be offset by charging the cost difference to another weatherization measure or another CSD program.

5.8.4.6.1.3 When costs for a measure exceed the maximum reimbursement allowed, Contractor shall obtain prior written approval from CSD to exceed the maximum cost reimbursement and/or quantity limit for weatherization and ECIP HCS measures as described in Reimbursement Rates for Weatherization and ECIP EHCS Activities located in Article 13. Otherwise, at the Contractor's discretion, Contractor may elect to not provide the weatherization measure/service in the event the total cost exceeds the maximum cost reimbursement.

5.8.4.6.2 Assessments and Diagnostics

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5.8.4.6.2.1 Contractor may claim reimbursement for dwelling assessment for each eligible household.

5.8.4.6.2.2 Contractor may claim reimbursement for dwelling assessment for each eligible unit not previously weatherized.

5.8.4.6.2.2.1 For dwellings weatherized under this Contract, Contractor may claim reimbursement for a modified dwelling assessment, as defined in Article 13, to perform reweatherization or callback services during the useful life period of the initial dwelling assessment.

5.8.4.6.2.2.2 Once the useful life term has expired for the initial or last performed dwelling assessment, Contractor may claim a full dwelling assessment to perform reweatherization services.

5.8.4.6.2.3 If a dwelling was previously weatherized under a nonfederal program, the dwelling and occupant eligibility must be recertified; therefore, Contractor may claim reimbursement for assessment of dwelling.

5.8.4.6.2.4 In the case of an un-weatherized dwelling where the installation of measures was not feasible, and/or the dwelling was not accessible to install measures, Contractor may claim reimbursement for any related assessments and/or diagnostic checks that were performed.

5.8.4.6.2.5 Contractor may claim reimbursement for dwelling assessment only once when LIHEAP and DOE funds are used concurrently in the same unit.

5.8.4.6.2.6 HERS Rater and permit fees are acceptable expenses and may be charged only once per dwelling to ECIP EHCS or LIHEAP weatherization or DOE weatherization per weatherized dwelling. HERS Rater fee and permit reimbursement include subcontractor cost, staff time on job site, and fees that will be reimbursed based on the actual cost.

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5.8.4.6.3 Labor Reimbursement

5.8.4.6.3.1 Contractor shall bill the number of actual labor hours and actual labor cost incurred by weatherization crew members or other persons associated with the installation, assessment and inspection of weatherization measures, removal of debris and appliances, the procurement of permits and services performed by HERS Raters.

5.8.4.6.3.2 Contractor must be able to substantiate all actual labor hours and labor costs charged.

5.8.4.6.3.3 Actual labor hours and costs for weatherization and EHCS services shall not exceed the cumulative number of hours on the job site and shall be substantiated with client file documentation, job schedules, and payroll time records.

5.8.4.6.3.4 When the installation of a measure is subcontracted and there are billable labor hours for weatherization and/or Contractor's crew members who participate in the installation of that subcontracted measure, Contractor may bill, in addition to the subcontracted expenditure, the actual labor hours and labor costs incurred by Contractor's crew members.

5.8.4.6.3.5 Labor expenses for weatherization service delivery shall exclude labor expenses associated with training, travel to weatherization job sites, staff time not associated with the direct installation and/or performance of weatherization services and activities on the job site, downtime and general operating expenses as provided in subsection 5.8.4.6.5 Other Program Costs.

5.8.4.6.3.6 Lead Safe Weatherization

Contractor may claim reimbursement for renovator certification, defined as field-related labor costs associated with performing lead renovator certification for ensuring lead paint safety on weatherized dwellings built prior to 1978.

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5.8.4.6.4 Heating and Cooling Services (HCS/EHCS)

5.8.4.6.4.1 If, during the course of repairing a defective unit, additional problems are found that would increase the cost of repairs to an amount beyond the established limits for repairs, Contractor may claim reimbursement for incurred costs related to the repair in addition to those costs associated with the replacement of the heating/cooling appliance.

5.8.4.6.4.2 Dwellings in which a single appliance has been both repaired and replaced within the same Weatherization and/or ECIP EHCS component, or under a call-back, Contractor may claim reimbursement for both the repair and the replacement of the appliance. Contractor shall report the single appliance as both a repaired and replaced appliance.

5.8.4.6.4.3 For multi-unit dwellings with a common system (water heater, heating and/or cooling), Contractor shall prorate the cost of each common system among all dwelling units within that building envelope.

5.8.4.6.4.4 Duct repairs and replacements can only be charged to ECIP EHCS when provided in conjunction with emergency heating/cooling services performed under EHCS.

5.8.4.6.5 Other Program Costs

5.8.4.6.5.1 Wages—Field Staff

Contractor may request reimbursement for the actual labor costs including benefits related to weatherization supervisors, assessors, inspectors, and crew members that are allocable to the program but not associated with the direct installation and/or performance of weatherization services/activities on the job site and training, including, but not limited to: job scheduling, job preparation, travel time, disposal of appliances and materials, building and prepping of weatherization materials away from the job site and downtime in accordance with any

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guidance issued by CSD.

5.8.4.6.5.2 Wages – Program Management and Support

5.8.4.6.5.2.1 Contractor may request reimbursement for the actual labor costs related to program management and support staff directly responsible for the direct management and oversight over the LIHEAP Weatherization and EHCS program activity or providing direct support to ensure the successful delivery of weatherization services.

5.8.4.6.5.2.2 Reported costs may include labor costs associated with performing direct support in coordinating the delivery and tracking of LIHEAP Weatherization and EHCS program activity, including but not limited to: job scheduling, collating and aggregating of weatherization activities and materials, staff time associated with Historic Preservation Review activities, obtaining permits, and coordination of subcontracted services.

5.8.4.6.5.3 Lodging and Per Diem

Contractor may claim reimbursement for lodging and per diem related to the installation of weatherization measures subject to travel and per diem as described in the Travel and Per Diem Section Article 4.6 of this Contract.

5.8.4.6.5.4 Disposal Fees

Disposal fees are acceptable expenses and may be charged only once to ECIP EHCS, or LIHEAP Weatherization per appliance and building material waste. Disposal fee reimbursement is limited to the actual cost of the fee.

5.8.4.6.5.5 Vehicle and Equipment Repair, Maintenance and

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Fuel

5.8.4.6.5.5.1 Contractor may claim reimbursement for expenses related to upkeep and maintenance of vehicles and equipment used in the direct delivery of weatherization services and EHCS. Allowable costs shall be limited to expenditures associated with the maintenance of the vehicles and equipment, fuel and oil.

5.8.4.6.5.5.2 Contractor shall maintain records for fuel expenditures, vehicle maintenance and vehicle usage to substantiate allowable travel costs related to and allocable to LIHEAP weatherization.

5.8.4.6.5.6 Historic Preservation Reviews

Historic Preservation Reviews means those expenses that are subcontracted to a third-party to perform the collection and reporting of potential weatherization properties subject to Historic Preservation Review requirements.

5.8.4.6.5.7 Waste Breakage

Waste breakage are those expenses associated with weatherization materials that have been damaged and are part of Contractors' inventory or special-order materials that are allocated to CSD programs. The cost of weatherization materials that are damaged and benefit multiple programs must be prorated accordingly. Costs must be directly associated to net changes in inventory and not associated with materials chargeable to another measure line item. Reimbursement for waste breakage is not allowable for subcontractors.

5.8.4.6.5.8 Ancillary Supplies

Ancillary supplies are additional low-cost materials or supplies (such as nuts, bolts, screws, and washers) necessary to install a weatherization

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measure and not easily identifiable to a specific measure or dwelling. Costs of ancillary supplies that benefit multiple programs must be prorated accordingly. Costs must be directly associated to net changes in inventory and not associated with materials chargeable to another measure line item. Reimbursement for ancillary supplies is not allowable for subcontractors.

5.8.4.6.5.9 Solar Water Heating Maintenance

Solar Water Heating (SWH) Maintenance are scheduled maintenance service, as established by the manufacture, in order to maintain the SWH system in good working condition.

5.8.4.7 Dwelling Status

5.8.4.7.1 Completed Units

5.8.4.7.1.1 Except as otherwise provided in the CSD Technical Reference Manual (TRM), Contractor shall not report a weatherized dwelling as completed nor shall Contractor request reimbursement for a weatherized dwelling until all weatherization measures identified as feasible during the dwelling assessment have been installed, and inspected by a Quality Assurance Inspector, and all inspection fails have been resolved.

5.8.4.7.1.2 Contractor shall not bill for incomplete units or prematurely close a unit with outstanding, unfinished weatherization measures in order to receive reimbursement for work completed. If there are measures found to be non-feasible by crew members after the initial assessment, the reason for the non-feasibility shall be documented in the client file and, the job shall be reported as completed in accordance with subsection 5.8.4.7.1.1.

5.8.4.7.1.3 Contractor shall reimburse CSD for all costs associated with the delivery of weatherization services covered under this Contract to dwellings occupied by household's ineligible for weatherization assistance at the time such services

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were provided.

5.8.4.7.1.4 ECIP EHCS

Dwelling units receiving services under ECIP EHCS may be reported as completed and billed immediately upon the completion of ECIP EHCS measures regardless of the completion status of weatherization measures installed in the same dwelling.

5.8.4.7.1.5 If Contractor is not able to complete weatherization or ECIP EHCS direct services during the Contract term, Contractor may complete the dwelling in the next contract year. If Contractor completes the dwelling in the next contract year, Contractor must verify the client meets the income eligibility requirements for the following year in order for the measures and dwelling to be eligible for reimbursement.

5.8.4.7.2 Building Permits

5.8.4.7.2.1 Contractor shall obtain all required permits in accordance with the TRM, prior to the commencement of all work performed, unless work is performed as a result of an emergency requiring immediate action where there is an imminent danger and requesting a permit would hinder the Contractor's ability to resolve the emergency. If an emergency is remedied, Contractor shall apply for a permit as soon as reasonably possible.

5.8.4.7.2.2 Penalties or fines imposed on Contractor or subcontractor by the local authority or building department are not allowable costs.

5.8.4.7.3 Previously Weatherized Dwellings

If the previous weatherization was performed under a nonfederal program or under this Contract, the occupant eligibility must be verified, and Contractor may seek reimbursement for the associated outreach and intake costs.

5.8.4.7.4 Leveraging Funds

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Contractor may perform services and install energy conservation measures in a qualified dwelling as provided herein and in accordance with requirements of any other CSD program and compatible non-CSD funded program, if in the best interest of the client, provided:

5.8.4.7.4.1 Reimbursement for Weatherization or EHCS activities is claimed only once when LIHEAP and DOE, or any other funding source, are used concurrently in the same unit;

5.8.4.7.4.2 Contractor may divide materials and labor cost of a single measure among LIHEAP, DOE, or other CSD programs when the single measure in question is installed in a dwelling where Weatherization or EHCS services are provided concurrently under these programs; and

5.8.4.7.4.3 Contractor shall not bill multiple funding sources for the same product or service unless costs are allocated in such a manner that billing is not duplicative and Contractor receives no more than the total cost of the products and services provided. In accordance with TRM Appendix E Energy Audit/Priority List Protocol, individual measure leveraging of Audit Driven Measures (ADM) involving the use of DOE and LIHEAP grant funds is allowable under the following conditions:

5.8.4.7.4.4 The package of measures, including the full cost of the measure to be partially leveraged, must have an ADM Package SIR ≥ 1.0. Measures that are not included in this package do not qualify for partial measure leveraging;

5.8.4.7.4.5 Measures must have an SIR < 1.0, but ≥ 0.5, to qualify for partial measure leveraging. The amount billed under both LIHEAP and DOE cannot exceed the total cost of the installation for the measure.

5.8.5 SWEATS

5.8.5.1 Reimbursement shall be in accordance with CPN-E-20-01 SWEATS Policy.

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5.8.5.2 Public Safety Power Shut-Off Preparedness (PSPS) reimbursement shall be in accordance with CPN-E-20-02 PSPS Emergency Preparedness Pilot Policy and CPN-E-20-02M3.

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ARTICLE 6 - REPORTING POLICIES AND PROCEDURES

6.1 Reporting Requirements

6.1.1 General

6.1.1.1 Contractor shall submit required client/job detailed data for Weatherization and ECIP EHCS activities to CSD's Weatherization Database on a monthly basis, for the period in which the service activity occurred and for which reimbursement for the service activity is requested.

Similarly, adjustments shall be submitted for the monthly period in which services occurred.

6.1.1.2 Contractor shall request reimbursement for expenditures associated with all Contract activities (excluding ECIP Fast Track and HEAP Electric and Gas) by reporting in the EARS, in accordance with CPN-E-19-002 Energy Reimbursement Policies and Procedures.

6.1.1.2.1 Expenditures for Admin, Assurance 16, Intake, ECIP WPO, HEAP WPO, ECIP EHCS, SWEATS, and EHA-16 program costs shall be reimbursed through the LIHEAP Monthly EHA 16 Expenditure Activity Report via EARS.

6.1.1.2.2 Expenditures for Weatherization Program Costs and Activities shall be reimbursed through the LIHEAP Monthly Weatherization Expenditure Activity Report via EARS.

6.1.1.2.3 Contractor shall submit adjustments in accordance with CPN-E-19-002.

6.1.1.2.4 Payment to Contractor for any given month shall be contingent upon receipt and approval by CSD of the preceding monthly submission.

6.1.1.3 Contractor shall ensure that the data reported in the Weatherization Database and the request for reimbursement reported in EARS, reconcile in accordance with CPA-E-18-005.

6.1.1.4 Contractor shall submit client details electronically to CORE for ECIP Fast Track, HEAP Electric and Gas, ECIP WPO, and HEAP WPO.

Contractor shall submit to CORE, applications that have received a pledge for ECIP Fast Track or HEAP Electric and Gas to CORE, within the

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timeframe specified in the Direct Pay Utility Pledge Timeframe document located on the contract page of the CSD Local Agencies Portal.

6.1.1.5 Contractor shall submit requested client files, records, and documents to the File Transfer Protocol (FTP) Server as requested by CSD. CSD shall use Contractor submitted documents to perform an in-house desk review to verify compliance with financial, administrative, and programmatic requirements.

6.1.1.6 Reporting System Requirements

6.1.1.6.1 CSD will provide Contractor with specifications of minor IT reporting changes or other minor changes, and upon receipt of the specifications, Contractor shall implement system changes in their local system within 30 calendar days. Minor changes are those that are routine in nature to begin performance under the Contract such as but not limited to adjustments to the Expenditure Activity Report layout, adding or deleting measures and adjusting eligibility guidelines.

6.1.1.6.2 Major reporting changes, upon receipt of the specifications, shall be implemented in Contractor's local system as negotiated by CSD. Major IT system changes are those changes made to the business rule validations as listed in the most current Weatherization DTR and/or new field lines as outlined in the Data Transfer Reference Document (Schema-Breakdown). The most current Weatherization DTR and Data Transfer Reference Document (Schema-Breakdown) are located on the CSD Local Agencies Portal on the System Specification website page.

6.1.2 Solar Warranty and Maintenance Reporting

Contractors participating in the Solar Water Heating (SWH) Project shall report to CSD whenever warranty work and/or maintenance are required on any Solar Water Heating Systems installed under the SWH Program and CSD's Low-Income Weatherization Program (LIWP). The SWH Warranty and Maintenance Report shall include a written description of the following:

6.1.2.1 Dwelling address at which warranty and/or maintenance work was provided;

6.1.2.2 Reason for warranty and/or maintenance work (what was the problem);

6.1.2.3 The date (or dates) on which warranty and/or maintenance work was

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provided; and

6.1.2.4 List of the costs charged to the LIHEAP contract for the warranty and/or maintenance work.

The SWH Warranty and Maintenance Report shall be submitted no later than 30 calendar days after the month in which reimbursement for the warranty and/or maintenance work is requested.

The SWH Warranty and Maintenance Report shall be submitted, via email, to wx@csd.ca.gov with the words "SWH Warranty and Maintenance Reports" in the Subject line.

Contractor shall retain all warranty and maintenance reports for the life of the warranty.

6.1.3 CSD Review and Approval of Reports

6.1.3.1 CSD shall review and approve Contractor's monthly reimbursement/activity reports before offsets to advances or reimbursement payments are issued. CSD will conduct an ongoing evaluation of Contractor's performance related to program and fiscal operations and its demonstrated ability to effectively utilize all funds available under this Contract.

6.1.3.2 The issuance of other CSD contracts, including reimbursement payments to the Contractor, shall be contingent upon timely receipt of the required reports and/or compliance with the material requirements of this Contract.

6.1.4 Close-out Report

6.1.4.1 Contractor shall submit on appropriate CSD forms, a close-out report, verifying all actual, allowable, and allocable costs earned during the term of this Contract and return all excess reimbursement and unexpended funds to CSD within 90 calendar days of the expiration of this Contract. If Contractor fully expends funds prior to the end of the contract term, all appropriate CSD close-out forms shall be submitted within 90 calendar days of final expenditure.

6.1.4.1.1 Administrative costs, outreach, intake, Assurance 16, Training and Technical Assistance shall not exceed the maximum allowable amounts.

6.1.4.1.2 Administrative and Assurance 16 costs shall remain proportionate to the cumulative allowable program

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expenditures for Direct Services and Utility Assistance. Any Administrative and Assurance 16 costs that exceed these limits shall be disallowed.

6.1.4.1.3 Subsequent payments, including advance payments, for LIHEAP or other CSD contracts may be withheld, absent timely receipt of the close-out report of this Contract.

6.1.4.2 The issuance of other CSD contracts, and reimbursement and advance payments for existing contracts, may be withheld, absent receipt of the close-out report which is due no later than 90 calendar days after Contractor fully expends or the end of the Contract term.

6.1.4.3 The close-out report shall include the following:

6.1.4.3.1 Close-out checklist with authorized signature (CSD 733);

6.1.4.3.2 Interest and Program Income Earned Reconciliation Report (CSD 733F);

6.1.4.3.3 Report comparing production estimates, by Service Area, to actual expenditures, what lessons were learned, and what changes in operations and service delivery are anticipated in coming years; and

6.1.4.3.4 Equipment Inventory Schedule (CSD 733G).

6.1.4.4 Interest and Program Income-Earned

Contractor shall use a CSD 733F, LIHEAP Interest and Program Income Earned Close-out Reconciliation, to report actual costs and/or interest income earned and expended. Pursuant to 22 CCR § 100855 and in accordance with CPN-A-18-01 Program Income, program income earned and expended are subject to the expenditure and reimbursement guidelines for the program year in which expenditures occurred.

6.1.4.5 Any weatherization materials purchased with the funds under this Contract and remaining at the Contract expiration shall be credited against Contractor's weatherization materials expenditures under this Contract and charged to whatever other weatherization program Contractor may have in effect. If Contractor has no other weatherization program in effect, CSD shall determine how the materials will be disposed and what, if any, financial adjustments are required.

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ARTICLE 7 - PROGRAM POLICIES AND PROCEDURES

7.1 LIHEAP Agency Local Plan

7.1.1 Contractor shall submit an annual LIHEAP Agency Local Plan to CSD by a date as determined by CSD. The LIHEAP Agency Local Plan is intended to systematize the gathering of planning information to assist CSD with its obligations under federal statute to provide programmatic assurances to the Secretary of the U.S. Department of Health and Human Services under the LIHEAP block grant and to enable the Contractor to plan and propose an annual budget that is consistent with the purposes of the Low-Income Home Energy Assistance Program and reflective of the needs of the local low-income population.

7.1.2 CSD will review the annual LIHEAP Agency Local Plan to ensure compliance with federal and state laws and departmental requirements.

If the LIHEAP Agency Local Plan documents do not indicate that the Contractor's proposed services and activities are in compliance with federal and State law governing the LIHEAP block grant, CSD may require Contractor to amend or supplement the responses or documentation, prior to execution of this Contract by CSD.

7.1.3 CSD's approval of the LIHEAP Agency Local Plan documents submitted by Contractor shall not be construed as approval of any costs expended under this Contract. The approval of all expenditures remains subject to the federal and state requirements that the actual costs be allowable and allocable in accordance with applicable statutes, regulations, and the provisions of this Contract.

7.2 Program Standards and Regulatory Requirements

7.2.1 Program Standards

7.2.1.1 Contractor shall adhere to all CSD program standards pursuant to the following documents which have been incorporated by reference and made part of this Contract as if attached hereto:

7.2.1.1.1 CSD Technical Reference Manual (TRM);

7.2.1.1.2 ECIP Policy and Procedures;

7.2.1.1.3 Official State and Federal Program Notices and Guidance Documents;

7.2.1.1.4 Current Eligibility and Verification Guide;

7.2.1.1.5 Weatherization DTR; and

7.2.1.1.6 Utility Assistance Data Transfer Business Rules.

7.2.1.2 Upon signing the CSD contract, Contractor is acknowledging receipt of all current technical manuals, policies, and protocols.

7.2.1.3 In the event of inconsistencies between policies and field protocols contained within the TRM and/or the Weatherization Policies and Procedures and this Contract, Contractor shall abide by the terms of this Contract.

7.2.2 Regulations

7.2.2.1 Standards contained in the most current Uniform Building Code and local city and county codes shall take precedence over the CSD TRM if the code requirement is not included in the manual and/or is more stringent.

7.2.2.2 All work performed by Contractor shall be in compliance with the most current and applicable provisions of the California Energy Commission Building Energy Efficiency Standards, Alterations under Title 24, Part 6, of the California Code of Regulations, California Home Energy Rating System (HERS) Program regulations.

7.2.2.3 Services provided to all covered pre-1978 dwellings shall be in compliance with the most current Environmental Protection Agency rules in 40 CFR Part 745 et seq., Lead-Based Paint Poisoning Prevention in Certain Residential Structures, and the Housing and Urban Development rules in 24 CFR Part 35 et seq., and Lead-Based Paint Poisoning Prevention in Certain Residential Structures.

7.2.2.4 All materials utilized for weatherization and ECIP EHCS purposes shall be in conformance with the Department of Housing and Human Services rules in 45 CFR Part 75, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards.

7.2.2.5 All materials used must be in compliance with TRM material specifications for LIHEAP.

7.2.3 Title 24

7.2.3.1 Contractor shall, when required by its local jurisdiction, obtain a building permit when additions or alterations of existing residential buildings are

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performed or when a component, system, or equipment of an existing building breaks, cannot be repaired and must be replaced.

7.2.3.2 Title 24 requirements are applicable only to energy conservation measures and Health and Safety replacement of heating, cooling, and water heating appliances performed in dwellings located within specific California Energy Commission (CEC) Climate Zone areas. Requirements to be applied are those specific to the California Energy Commission (CEC) Climate Zone where the dwelling is located. For a listing of the CEC climate zones, refer to the CSD Local Agencies Portal website at https://agencies.csd.ca.gov/home/Energy/Pages/Resources.aspx.

7.2.3.3 Contractor shall obtain the services of a qualified HERS Rater when required to perform required field verification and diagnostic testing on applicable weatherization measures and building alterations performed under this Contract.

7.2.3.4 The HERS Rater shall be an independent entity from the builder or subcontractor performing the building alteration and/or energy-efficiency improvement being tested and verified and shall have no financial interest in the work performed.

7.2.4 Pre-1978 Dwellings

7.2.4.1 Lead-based paint is presumed to be present in all pre-1978 units unless the dwelling unit has previously been certified by a California Certified Inspector/Risk Assessor to be lead-free.

7.2.4.2 HUD units not previously certified to be lead free, built prior to 1978, and receiving weatherization services in which painted surfaces exceeding de minimis levels are disturbed, require the successful achievement of lead-safe standards after the completion of weatherization services. Contractor shall assure that a third-party California Certified Inspector/Risk Assessor performs the clearance inspection after the completion of weatherization services and that the Assessor deems the weatherized HUD unit as lead-safe.

7.2.4.3 Contractor shall document notification to tenants of multi-unit housing of weatherization and/or renovation activities in common areas using the Notice of Weatherization/Renovation (CSD 320) or approved Contractor's equivalent and Record of Tenant Notification Procedures (CSD 322) or approved Contractor's equivalent.

7.3 Prioritization of Services

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7.3.1 Contractor assures that ECIP, HEAP, and Weatherization activities are conducted in accordance with the Agency Local Plan in Article 14.

7.3.2 Activities shall be designed to provide assistance to low-income households in meeting their home energy costs, particularly those with the lowest incomes that pay a high proportion of household income for home energy, and that such methods to be utilized, and shall assure that eligible households, particularly those households with elderly individuals, disabled individuals, or children five years and under are made aware of the assistance available under this Contract.

7.4 Service Priority Guidelines

7.4.1 Contractor shall give first priority for services to those households with the lowest income and highest energy burden. In addition, Contractor shall factor into its first priority for services those households with the following vulnerable populations: young children (ages five years or under), disabled, and elderly persons (ages 60 years or older), in accordance with the Agency Local Plan.

7.4.2 Contractor may give first priority for services to those households whose members have life-threatening emergencies.

For the ECIP Fast Track, HEAP Electric and Gas, ECIP WPO and HEAP WPO program components, Contractor shall assign prioritization points consistent with the Agency Local Plan in Article 14.

7.4.3 Due to limited funding, contractors are discouraged from providing either:

7.4.3.1 Energy assistance benefits to households with substantial credit(s) on its utility bills; and/or

7.4.3.2 Weatherization services to dwellings previously weatherized under LIHEAP within the past four years. Contractors shall prioritize services to previously weatherized dwellings in accordance with the Agency Local Plan in Article 14.

7.4.4 Equitable Treatment

Contractor shall ensure that owners and renters receive equitable treatment under this program.

7.5 Outreach and Intake Activity Guidelines

7.5.1 Outreach

Contractor shall perform appropriate outreach activities to ensure that households in

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the service area(s) are informed about all LIHEAP services and have an opportunity to apply for such services.

7.5.2 Intake

Contractor shall use intake program funds for determining eligibility of applicants seeking LIHEAP services. Services include the process of completing an intake application and reviewing applicant documentation. Contractor shall:

7.5.2.1 Establish reasonable hours whereby applicants will have access during regular business hours to seek program information with an assurance that the Contractor shall respond to the applicant's request within a reasonable amount of time;

7.5.2.2 Ensure applicants have access to applications, whether in hardcopy, electronic format, during regular business hours. Contractors whose offices are not staffed Monday through Friday must arrange for alternative points of access to LIHEAP applications. Contractor may satisfy this requirement by posting their application for download on their website or post a link directing applicants to an application posted at CSD's website at www.csd.ca.gov or at alternate location(s) or by mailing applications;

7.5.2.3 Accept applications for assistance during regular business hours;

7.5.2.4 Accept applications for ECIP Fast Track and WPO at sites that are geographically accessible to all households in the area served by Contractor;

7.5.2.5 Provide low-income individuals who are physically infirm with the means to submit applications for HEAP and ECIP without leaving their residences;

7.5.2.6 All sites where intake is conducted must be accessible to the disabled;

7.5.2.7 Contractor shall utilize the Energy Intake Form (CSD 43), or approved Contractor's equivalent, as a multipurpose form for referrals to the LIHEAP Weatherization program, the ECIP EHCS program, HEAP program, and DOE program; and

7.5.2.8 If Contractor opts to "pre-screen" applicants for benefits by discussing eligibility criteria and by counseling potential clients in advance of their completing and submitting an Energy Intake Form (CSD 43) or approved Contractor's equivalent, Contractor must apply income guidelines and Contractor's Priority Plan when prescreening applicants. If the applicant appears to be ineligible, Contractor must so inform the applicant but must

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nevertheless notify prescreened applicants of the right to apply for benefits upon changes in the prescreened applicant's circumstances and status. Energy Intake Form (CSD 43) or approved Contractor's equivalent must be provided to a potential client upon request, whether or not a prescreening process is employed.

7.5.3 Applicant Written Notification of Benefits

Within 15 business days of receiving an application Contractor shall provide the applicant written or electronic notification of the application status, indicating whether the application has been approved, denied, deemed incomplete, or is still pending review.

7.5.3.1 If approved, the notice shall indicate the nature and an approximate timeframe in which the utility assistance payment will be provided and when weatherization services may be scheduled or if a referral was made to for weatherization services. The name of the utility company and the amount of the benefits also shall be included in the notification for Utility Assistance.

7.5.3.2 If denied, the notice shall indicate the reason for the denial and information regarding the appeal process.

7.5.3.3 If incomplete, the notice shall indicate what additional information or documentation is required.

7.5.3.4 If pending review, the notice shall provide a revised estimate of when the status of the application will be determined. Contractor must follow-up with a notification when a determination has been made.

7.5.3.5 If added to the waitlist for weatherization and the application is not processed, the notice shall provide the amount of time the application will be kept on file, disclaimer that the applicant is not guaranteed services and how applications are prioritized for services.

7.6 Assurance 16 Activity Guidelines

Assurance 16 program funds shall be used for services that encourage and enable households to reduce their home energy needs and thereby the need for energy assistance such as needs assessment, client education and budget counseling, and coordination with utility companies. These funds may not be used to identify, develop, and/or demonstrate leveraging programs.

7.6.1 Needs Assessment

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Contractor must conduct a needs assessment for each client who submits an application that shall include computing the energy burden of each applicant's household and prioritizing households in accordance with Agency Local Plan in Article 14.

7.6.2 Client Education/Budget Counseling – General Requirements

Contractor shall provide all recipients of energy assistance under this Contract with applicable energy conservation information and budget counseling in accordance with the Contractor's approved Agency Local Plan in Article 14. As a minimum Contractor shall include the following:

7.6.2.1 Information regarding the importance of applying for energy assistance prior to falling behind in utility payments and information concerning various utility company budget payment plan(s) and other forms of energy assistance offered within the State;

7.6.2.2 Written information that describes energy-saving behavioral adjustments that will decrease the energy consumption of the household; and

7.6.2.3 Resource information, referral, family, and budget counseling in order to assist clients in achieving self-sufficiency.

7.6.3 Client Education/Budget Counseling – Weatherization and ECIP EHCS Specific

7.6.3.1 In addition to the above provisions, Contractor shall place in the client's file the Client Education Confirmation of Receipt (CSD 321) or approved Contractor's equivalent that substantiates that the client was provided with energy conservation, budget counseling, lead-based paint safe, mold and moisture, radon, and asbestos education.

7.6.3.2 Contractor shall provide the EPA pamphlet, "Renovate Right: Important Lead Hazard Information for Families, Child Care Providers and Schools."

7.6.3.3 Contractor shall provide to all clients the EPA pamphlet, "A Brief Guide to Mold, Moisture, and Your Home."

7.6.3.4 Contractor shall provide the client with a description of the benefits that the client can expect to receive as a result of the weatherization measures installed and diagnostic tests performed in the dwelling.

7.6.3.5 Contractor shall provide the client with an explanation of the effect of each measure in terms of preventing air infiltration or the escape of heated or cooled air from the dwelling and how to maximize the effect of such

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measures.

7.6.3.6 Contractor shall provide all clients with the EPA pamphlet, "A Citizen's Guide to Radon: The Guide to Protecting Yourself and Your Family from Radon."

7.6.3.7 The California Department of Public Health fact sheet FAQs "About Asbestos in the Home and Workplace".

7.6.4 Coordination

7.6.4.1 Contractor shall refer all potentially eligible applicants, including HEAP applicants, to the LIHEAP Weatherization Program, ECIP EHCS, California Alternative Rates for Energy Program (CARE), Reduced Rate Program (RRP), Arrearage Management Payment (AMP) Plan, DOE, or other energy or conservation programs. Contractor shall coordinate its activities with other federal, state, or local energy conservation programs with the goal of conserving energy, improving thermal efficiency, or defraying energy costs of low-income households.

7.6.4.2 Contractor shall provide assistance in coordinating the payment of client's energy/utility bill with the appropriate energy vendor or utility company. Contractor may also perform other coordinative activities with energy vendors/utility companies to provide input relative to the energy assistance needs of California's low-income households and a proactive educational concept in serving clients. This includes attending the California Public Utilities Commission's Low-Income Oversight Board Committee meetings.

7.7 Leveraging Activities

7.7.1 When ECIP EHCS services are provided Contractor shall refer, schedule or recommend a subsequent weatherization assessment, in accordance with the CSD TRM.

7.7.2 Leveraging weatherization funds may be used to install feasible measures in accordance with the CSD TRM. Client files shall be documented accordingly.

7.7.3 If Contractor is leveraging with non-CSD funded programs to meet CSD program requirements, then Contractor shall ensure that any non-CSD leveraged-funded activity performed in conjunction with the Weatherization and/or the ECIP EHCS program, is in conformance with weatherization guidelines. If permitted by the leveraged-funding source, Contractor shall document within the Weatherization and/or ECIP client file the activity performed, date of the activity performed, and the source of the leveraged funds. If the leveraged-funding source prohibits the disclosure

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of such information, Contractor shall as a minimum make reference to the leveraged activity within the weatherization and/or ECIP client file.

7.7.4 If Contractor is leveraging with DOE, all DOE requirements shall apply.

7.7.5 CSD may use information about leveraged activities paid for with funds from leveraged-funding source for the purpose of verifying the delivery of services. CSD may review and verify or use a third-party inspector to review and verify that the leveraged-funded activities conform to applicable LIHEAP standards and practices.

7.8 Record-Keeping Responsibilities

7.8.1 Contractor shall maintain client intake/needs assessment form(s) for Weatherization, HEAP, and ECIP, together with appropriate supporting documentation and shall maintain separate client files containing supporting documents related to disqualifications, denials, and appeals for each applicant who is not certified as being eligible to receive assistance.

7.8.2 Contractor shall ensure that the ECIP Home Energy Supplier Assurance (CSD 416) or approved Contractor's equivalent is completed by each nonregulated utility company, e.g., propane suppliers, wood suppliers, etc., providing services to clients of this Contract.

7.8.3 Contractor shall make a reasonable effort to collect the completed Client/Customer Consent Form and Authorization to collect energy usage data when the client applying for services is not the person listed as the account holder of the utility bill. Client services shall not be denied if the client or bill account holder refuses to sign the consent form.

7.8.4 All Client Files – General Requirements

Contractor shall maintain a separate file for each applicant by either a hard copy or electronic file, or a combination of both. Contractor must ensure that the method selected to maintain files does not impose unreasonable effort in CSD's ability to review any files. These files shall include, the following documentation, when applicable:

7.8.4.1 For Public Agencies only: Statement of Citizenship, Alienage and Immigration Status for Public Benefits, (CSD 600), and supporting documents;

7.8.4.2 Energy Intake Form (CSD 43) or approved Contractor's equivalent. Priority points must be written in the designated space on the Intake form;

7.8.4.3 Multi-Family Property Intake Form (CSD 43 MFP) or approved

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Contractor's Equivalent;

7.8.4.4 Utility/energy bill(s) for all sources of energy used by qualified households;

7.8.4.5 Documentation supporting eligibility in accordance with the Eligibility and Verification Guide;

7.8.4.6 Client Education Confirmation of Receipt (CSD 321) or approved Contractor's equivalent that substantiates that the client was provided services in accordance with Assurance 16 requirements;

7.8.4.7 Client denial or approval notification; and

7.8.4.8 Client/Customer Consent Form and Authorization (CSD 081) – Only requested when the client is not the account holder of the utility bill.

7.8.5 Client Files - ECIP Fast Track, ECIP WPO, HEAP, and WPO

Contractor shall maintain the following documents for each applicant receiving cash assistance services, as applicable:

7.8.5.1 Documentation that substantiates the requested ECIP Fast Track supplemental payment including the total amount due (at the time of intake) to the utility company, reconnection fees, and any other assessed utility fees/surcharges; it shall provide the condition(s) that establishes eligibility for benefits in accordance with ECIP Fast Track Benefit Determination Section 8.3 in subsection 8.3.3.3; and

7.8.5.2 Documentation that substantiates the requested ECIP WPO and WPO payment and supplemental payment in accordance with CPA-E-21-04 and CPA-E-21-04E WPO Benefit Formula Policy.

7.8.5.3 Documentation substantiating the portion of rent that is allocated toward energy costs.

7.8.6 Client Files - Weatherization and/or ECIP EHCS Specific

Contractor shall maintain the following documents for each applicant receiving weatherization and/or ECIP EHCS services, if applicable:

7.8.6.1 CSD Dwelling Assessment (CSD 540 series which includes: 540 Dwelling Assessment, 540A Weatherization Mold Assessment and Release, 540B Optional Customer Assessment Summary, 540C Whole-Dwelling Ventilation Calculation Worksheet, 540D Mechanical Ventilation

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Assessment, and 540E Refrigerator SIR Calculation Sheet) or approved Contractor's equivalent;

7.8.6.2 Combustion Appliance Safety Inspection (CASIF) (CSD CASIFs 700 or CSD 702 series);

7.8.6.3 Shell Leakage Data Sheet (CSD 704);

7.8.6.4 Duct Test Data Sheet (CSD 706);

7.8.6.5 CSD Weatherization Deferral (CSD 542) and other source documentation supporting deferrals and appeals;

7.8.6.6 Notice of Weatherization/Renovation (CSD 320) or approved Contractor's equivalent;

7.8.6.7 ECIP EHCS Assessment (CSD 57);

7.8.6.8 Record of Tenant Notification Procedures (CSD 322) or approved Contractor's equivalent;

7.8.6.9 Energy Service Agreement for Occupants (CSD 515A) or approved Contractor's equivalent;

7.8.6.10 Energy Service Agreement for Rental Property Owners (CSD 515B) or Contractor's equivalent;

7.8.6.11 Contractor Post-Weatherization Inspection Report (CSD 611);

7.8.6.12 Multi-Unit Dwelling Unit Eligibility Certification (CSD 75P) or approved Contractor's equivalent;

7.8.6.13 Client confirmation of work completed;

7.8.6.14 Required building permits or buildings permit applications, or documentation of permit cost; and documentary evidence of final permit;

7.8.6.15 Copy of lead clearance inspection by a California Certified Inspector/Risk Assessor for applicable pre-1978 HUD units;

7.8.6.16 Waivers from CSD to exceed maximum costs of weatherization measures;

7.8.6.17 Documentation that substantiates all actual labor hours including a time and activity log associated with each job;

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7.8.6.18 Documentation of weatherization measures installed and leveraged with other CSD and non-CSD weatherization program funds;

7.8.6.19 Documentation that substantiates the criteria and basis for replacement of gas and electric appliances, including results of required diagnostic tests, and the non-feasibility of Mandatory Measures not performed or installed;

7.8.6.20 Documentation indicating the manufacturer, manufacture date, make, and model and metering information for all refrigerator replacements;

7.8.6.21 Documentation referring to CSD or non-CSD weatherization;

7.8.6.22 Documentation of HERS inspection report and a copy of the invoice from the HERS Rater, in addition to the Residential Compliance Form (CF-1R, CF-4R and CR-6R);

7.8.6.23 Documentation providing evidence that the client receiving disaster-related services was a victim of a natural disaster;

7.8.6.24 All Historic Preservation Online (HPO) review documentation, including copies of the printed Project Description sheet (PDS) and HPO site e-mails;

7.8.6.25 Photographic documentation as required by the CSD TRM;

7.8.6.26 Building File Report (BFR) and Improvement Analysis Report (IAR) in each client file and retention of electronic audit file;

7.8.6.27 Documentation of attempts to schedule post-weatherization inspection appointments if inspection could not be performed;

7.8.6.28 Lead Safe Weatherization and Lead Renovation, Repair and Painting Compliance Report (CSD 708);

7.8.6.29 Notice of Survey by Electrical Contractor (CSD 543);

7.8.6.30 REM Energy Audit Entry Form (CSD 544);

7.8.6.31 Insulation Certificate (CSD 610); and

7.8.6.32 REM/Design Multi-Family Input Sheet (CSD 808).

7.8.7 Client Files – SWEATS Specific

Contractor shall maintain the required documents for each applicant receiving

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services under SWEATS in accordance with CPN-E-20-01 SWEATS Policy.

7.8.8 Translation of Forms

Contractor shall use a certified translator deemed qualified by the Contractor when translating CSD forms that require a client/customer signature into a foreign language.

7.8.9 Weatherization and ECIP EHCS Specific

7.8.9.1 Labor and Materials

7.8.9.1.1 Contractor shall maintain documentation in such a manner that include job references and total labor hours so that actual costs and actual labor hours billed to the weatherization and ECIP EHCS programs can be substantiated.

7.8.9.1.2 Contractor shall document all costs expended under this Contract with purchase orders, inventory records, and payroll records identifying the funding source.

7.8.9.1.3 Contractor shall maintain documentation in such a manner to prove that materials used under this program conform to the requirements contained within the CSD TRM and state, county, or local regulations.

7.8.9.2 Training

Contractors who perform weatherization and ECIP EHCS services are required to input, update, and maintain employee data in the CSD Training Database. The Training Database is located and maintained on the CSD Local Agencies Portal and is a repository for Contractor and their subcontractors to track and monitor employees' completed trainings as they progress through the CSD training curriculum. The Training Database shall also document all training received for each employee and shall include for each training session/course the source/location, type/content, and completion date.

7.8.9.2.1 CSD shall maintain all training records in the Training Database for trainings completed through the CSD Online Weatherization Training Center, CSD-approved Training Centers, and field or classroom training provided by CSD or its agents.

7.8.9.2.2 Contractors shall maintain all training records in the Training

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Database for trainings provided by third parties for OSHA 10, OSHA 30, and EPA Renovator certifications as designated by CSD.

7.8.9.2.3 Contractors shall be responsible for maintaining the required training records in the same manner for their subcontractors.

7.8.9.2.4 Contractors shall update the Training Database employee information on or before the first day of each subsequent month.

7.8.9.3 Equipment

7.8.9.3.1 Contractor and subcontractors who perform combustion appliance safety tests shall maintain the Carbon Monoxide Analyzer Calibration Log (CSD 785) documenting the calibration of all analyzers as required.

7.8.9.3.2 Contractor and subcontractors who perform shell leakage testing and duct leakage diagnostic tests shall maintain the Manometer Calibration Log (CSD 786) documenting the calibration of all manometers as required.

7.8.9.3.3 Contractor and subcontractors who keep an inventory of portable appliances for the SWEATS program shall maintain a log documenting the location of all portable appliances on loan and in reserve. The log shall document the retirement or loss of the equipment.

7.8.9.4 Energy Audits

7.8.9.4.1 Contractor shall maintain electronic records generated from the REM/Design audit software for the required period of three years from submission of final report or until resolution of all related audit or monitoring findings, enforcement action, including cost disallowance, legal proceedings or other pending matters, whichever is later in accordance with Section 4.3.

7.8.9.4.2 Contractor shall make all records generated from the REM/Design audit software accessible to CSD, or a third-party inspector acting on CSD's behalf, for the purpose of a third-party inspections or monitoring.

7.8.9.4.3 Contractor shall submit all REM audits through the CSD Energy Audit Submittal System, including the initial audit

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submittal and resubmittals reflecting changes based on CSD feedback. A final audit shall also be submitted to address one or more of the following:

7.8.9.4.3.1 Changes in measure cost; input of final duct or shell leakage readings, in lieu of estimated leakage used for initial improvement analysis;

7.8.9.4.3.2 Changes to the final scope of work; any decisions related to full or partial measure leveraging.

7.8.10 Automation

7.8.10.1 Contractor shall use an automated application system capable of supporting LIHEAP's (Weatherization, ECIP EHCS, ECIP WPO, and HEAP WPO) data collection, reporting requirements, and client data transmission to CSD. No database transfer will be accepted prior to the completion of successful data file transfer testing to CSD. Contractor shall submit the data in accordance with CSD's Weatherization DTR layout found at https://agencies.csd.ca.gov/home/Energy/Pages/Resources.aspx. Contractor shall exercise best practice and perform a daily backup of all client data/application systems that capture LIHEAP service detail. Contractor shall assure that adequate files are maintained as required in Section 7.8.

7.8.10.2 Contractor shall also be responsible for monitoring the CORE online reports and for resolving payment issue(s) related to the delivery of benefits. The Agency Allocations/System Maintenance screen shall display historical and current detail level of program allocation information, summarizing Contractor's annual program allocation, expenditures, and returned benefits eligible for reissuance, if any. The Variance Report shall display the detail level of benefit information whereby the eligible benefit amount differs from the paid benefit amount. For resolution of partial credit returns, Contractor shall be responsible for following up with the client to resolve payment issue(s) and for providing CSD with the necessary information to reissue benefit(s). For full credit returns and warrant redeposits, Contractor shall be responsible for resolving and updating client data in CORE to reissue benefit(s).

7.8.10.3 Utilizing reporting options available within the CORE On-Line System, Contractor shall be responsible for generating HEAP and ECIP (Fast Track) reports to attain data specific to the following: rejected records, intake data, client and payment status, expenditures and current allocation balance, returned benefits, summarized county energy costs and burden, and a year-to-date goal status.

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SUBVENTION CONTRACT

ARTICLE 8 - PROGRAM IMPLEMENTATION

8.1 HEAP/WPO Activity Guidelines

8.1.1 Applicant Eligibility

8.1.1.1 Assistance shall be available only to households with incomes that do not exceed an amount equal to 60% of the State median income.

8.1.1.2 Income verification must be for one month. For acceptable types of documentation and processing timeframes, refer to the current LIHEAP Eligibility and Verification Guide at https://agencies.csd.ca.gov/home/Energy/Pages/Contracts.aspx.

8.1.1.3 Contractor shall collect copies of all of the household's energy utility bills for the current month, and if applicable, receipt(s) for WPO to determine the client's energy burden.

8.1.2 Eligible households may receive only one ECIP Fast Track/WPO, or HEAP/WPO payment per program year. However, Contractor can use program income to provide a supplemental ECIP Fast Track/WPO or HEAP/WPO for clients experiencing an extenuating circumstance. In addition to receiving one ECIP (Fast Track/WPO) or HEAP/WPO payment and/or supplemental program income benefit payment, eligible households may receive ECIP EHCS services and/or other weatherization services.

8.1.3 Contractor must ensure that the issuance of HEAP WPO benefits are in accordance with CPA-E-21-04 WPO Benefit Formula Implementation.

8.1.4 Contractor must exercise due care to ensure that duplication of ECIP Fast Track/WPO or HEAP/WPO payments does not occur at any time during the term of this Contract.

8.1.5 Once applicants meet the eligibility and prioritization criteria and funds are available:

8.1.5.1 Contractor shall complete the ECIP/HEAP Payment Request Confirmation (CSD 415) or approved Contractor's equivalent form or approved Contractor's equivalent process that confirms payment was made to the client's account. If the client does not have an account, confirmation of the delivery of the benefit to the client is required;

8.1.5.2 Contractor shall make payments directly to energy vendors on behalf of clients whose energy sources are wood, propane, or oil;

8.1.5.3 CSD will not make payments to clients for WPO assistance; and

8.1.5.4 Before paying energy vendors, Contractor shall verify that charges for the

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services and goods provided are reasonable and within fair market value.

8.1.6 Contractor shall notify the applicant of the recipient household, in writing, when payments are made directly to an energy vendor for wood, propane, or oil on their behalf.

8.1.7 Contractor shall forward payments for WPO on behalf of applicants to corresponding energy vendor within 60 calendar days from the date obligation was incurred, unless a formal contract, approved by CSD, between Contractor and vendor provides for other terms.

8.2 Weatherization Activity Guidelines

8.2.1 Applicant Eligibility

8.2.1.1 Assistance shall be available only to households with incomes that do not exceed an amount equal to 60% of the State median income.

8.2.1.2 Income verification must be for one month. For acceptable types of documentation, refer to the current LIHEAP Eligibility and Verification Guide at https://agencies.csd.ca.gov/home/Energy/Pages/Contracts.aspx.

8.2.1.3 Contractor shall certify a household's income eligibility prior to the delivery of energy program services.

8.2.1.4 The income certification shall remain in effect for a period of 120 days from the date applicants are deemed eligible for services.

8.2.1.5 Contractor shall recertify household's income eligibility by obtaining updated income verification documentation if the dwelling assessment has not been completed within 120 days from the income certification date.

8.2.1.6 In the event the Contractor is unable to perform all weatherization services within the 180 days from dwelling assessment date, Contractor shall obtain updated income verification documentation to recertify the household's income eligibility.

8.2.1.7 Contractor shall collect copies of all of the household's energy utility bills for the current month, and if applicable, receipt(s) for wood, propane, and oil to determine the client's energy burden.

8.2.2 Dwelling Eligibility

8.2.2.1 Contractor shall perform the assessment of weatherized dwellings within 120 days of the income certification date to receive weatherization

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assistance services.

8.2.2.2 Contractor shall complete the post-combustion appliance safety test within 60 days from the date of the pre-combustion appliance safety test. In the event the Contractor is unable to perform the work associated with the combustion appliance safety testing and the post-combustion appliance safety test within the 60-day period, Contractor shall perform another pre-test for the dwelling prior to commencing the delivery of any form of weatherization assistance services.

8.2.2.3 Contractor shall complete weatherization services within 180 days from the date of the original assessment of a dwelling.

8.2.2.4 Permission to Provide Services

8.2.2.4.1 Contractor shall obtain written permission of the owner-occupied dwelling from the tenant and the owner (or owner's agent) to perform any weatherization services. Such permission shall be recorded on the Energy Service Agreement for Occupant (CSD 515A) or approved Contractor's equivalent or the Service Agreement for Rental Property Owner (CSD 515B) or approved Contractor's equivalent.

8.2.2.4.2 If during the course of performing weatherization services in a dwelling, Contractor identifies that significant structural and/or engineering changes may occur, Contractor shall re-obtain written permission of the owner-occupant dwelling from the owner of a rental unit prior to continuing with the scheduled work.

8.2.2.5 Rent Increase Restrictions

8.2.2.5.1 For a period of two years after weatherization work has been completed on a dwelling containing a unit occupied by an eligible household, the tenants in that unit (including households paying for their energy through their rent) will not be subjected to rent increases unless those increases are demonstrably related to matters other than the weatherization work performed.

8.2.2.5.2 Tenants shall be given a written summary of these conditions with the current telephone number of the Contractor with instructions on how to file a complaint should these conditions not be met. Contractor shall investigate all complaints filed and shall forward a copy of all written complaints to CSD or, if a

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verbal complaint has been made, contact CSD with the details of the complaint-including date complaint was made, date investigations began, and results.

8.2.2.5.3 CSD will evaluate the merits of the complaint and all supporting documentation. If CSD determines a complaint is valid, CSD may pursue collection activities against the landlord in the amount equal to the weatherization work performed on that unit and/or building.

8.2.2.6 Multi-Unit Dwellings

8.2.2.6.1 In accordance with 10 CFR § 440.22(b) (2), Contractor may weatherize the whole building containing rental dwelling units when 66% (50% for duplexes and four-unit buildings) or more of the dwelling units in the building are income eligible:

8.2.2.6.1.1 Are eligible dwelling units, or

8.2.2.6.1.2 The dwelling units will become eligible (occupied by eligible low-income tenants) within 180 days under a federal, state, or local government program for rehabilitating the building or making similar improvement to the building.

8.2.2.6.2 If dwelling units are qualified for services through a federal, state, or local government rehabilitation program, documentation to verify participation in the rehabilitation program is required in the master job file.

8.2.2.6.3 Contractor shall complete a Multi-Unit Dwelling Unit Eligibility Certification (CSD 75P) or approved Contractor's equivalent for each building and shall maintain a copy in each individual client file.

8.2.2.6.4 Contractor shall certify unit eligibility by completing Energy Intake Form (CSD 43) or approved Contractor's equivalent for each dwelling unit in each building. Certification of eligibility by the owner/manager of the occupants of the building is not acceptable.

8.2.2.6.5 No undue or excessive enhancement shall occur to the value of the dwelling units.

8.2.2.7 Previously Weatherized Dwellings

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8.2.2.7.1 Once a dwelling has been submitted to CSD for reimbursement as a completed unit, any subsequent weatherization services provided to the dwelling shall be considered reweatherization, unless the work performed is for a call-back as specified in 8.2.2.8 below.

8.2.2.7.2 A previously applied measure may be reinstalled during its useful life term, as described in the Reimbursement Rates for Weatherization and EHCS Activities, due to premature failure or if the measure was destroyed by the prior-occupying household. Justification for the replacement must be documented in the client file.

8.2.2.7.3 Unoccupied multi-unit dwellings previously weatherized in accordance with this Contract and which receive appliance repair and/or replacement services upon occupation by an eligible tenant, shall be deemed re-weatherized dwellings.

8.2.2.7.4 If a dwelling has been previously weatherized under a CSD or another federal or non-federal program, Contractor may provide previously unapplied mandatory and optional measures within the dollar limits of this Contract.

8.2.2.8 Call-back

Services provided in a previously weatherized dwelling to correct a previously installed measure within the warranty period or as a result of a CSD inspection finding is a call-back and is allowable. Demographics for a callback are not included for reporting purposes.

8.2.2.9 Ineligible Dwellings

8.2.2.9.1 Contractor shall not weatherize a dwelling unit that is designated for acquisition or clearance by a federal, state, or local program within 12 months from the date of completion of the proposed weatherization.

8.2.2.9.2 Contractor shall not weatherize any dwelling under this Contract unless the property owner agrees to all the terms and conditions of the CSD Dwelling Assessment Form (CSD 540) and signs the Energy Service Agreement for Occupant (CSD 515A) or Service Agreement for Rental Property Owner (CSD 515B).

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8.2.2.9.3 No institutional or commercial building including, but not limited to, universities, schools, nursing homes, hospital, shelters, or group homes, may be weatherized under this Contract.

8.2.3 Minimum Requirements for Weatherization Services

8.2.3.1 Contractor must install all feasible weatherization measures in accordance with the CSD TRM.

8.2.3.2 Single-family detached and other single-story dwellings that have not been previously weatherized under a CSD program or another program may be weatherized under this Contract only if:

8.2.3.2.1 Ceiling Insulation plus two additional Mandatory Measures are installed, or

8.2.3.2.2 In the event Ceiling Insulation is already installed or otherwise not feasible, at least three Mandatory Measures are installed.

8.2.3.3 Multi-unit dwellings that have not been previously weatherized under a CSD program or other program may qualify for weatherization services only if ceiling insulation plus two additional Mandatory Measures are installed or, in the event ceiling insulation is already installed or otherwise not feasible,-at least three Mandatory Measures are installed.

8.2.3.3.1 Installation of ceiling insulation shall be counted as a ceiling insulation measure for each unit within that building envelope.

8.2.3.3.2 Installation of a common water heater shall qualify as a Mandatory measure for each unit served by the same water heater.

8.2.3.4 If the required minimum number of weatherization measures cannot be installed due to the deferral of measures, then the entire unit shall be deferred in accordance with the CSD TRM.

8.2.3.5 The minimum number of weatherization measures may be leveraged with other weatherization programs. All leveraged measures used to fulfill the minimum number of required weatherization measures shall meet CSD installation standards.

8.2.3.6 Contractor may complete weatherization services on agriculture housing units or multi-family units if each unit is separately metered and the services will result in a cost savings to the tenant.

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8.2.4 Dwelling Assessments

8.2.4.1 Contractor shall assess the dwelling of each eligible applicant to determine if the unit is structurally sound and not in need of extensive repairs.

8.2.4.2 Contractor shall determine whether the dwelling meets the criteria for a Historic Preservation Review pursuant to subsection 8.2.4.7.2.

8.2.4.3 Contractor shall ensure that all dwelling assessments are performed by trained individuals possessing all the required skill and training as specified in Section 9.1, Training Requirements. In addition, Assessors must complete all required online based training courses to include: Environmental Hazard, Lead Safe Weatherization, and Health and Safety.

8.2.4.4 Contractor shall ensure job separation between staff performing dwelling assessments and the crew personnel responsible for performing the actual installation of weatherization measures. Assessors may not install weatherization measures in the same dwelling where the assessor performed the assessment for weatherization services.

8.2.4.5 If Contractor elects to subcontract with entities outside of CSD's network of Local Service Providers for the full installation of weatherization measures, the subcontractor performing the installation of weatherization measures shall not perform the dwelling assessment. Contractor shall ensure job separation by using Contractor's staff or another subcontractor to perform the dwelling assessments.

8.2.4.6 Contractor shall provide written documentation or notification to the owner-occupant and the owner of a rental unit or owner's agent and inform the tenant of any significant structural and engineering changes required to complete the weatherization work before the specified work commences.

8.2.4.7 Dwelling Assessment Performance

8.2.4.7.1 Dwelling assessments shall include the following required activities:

8.2.4.7.1.1 The visual assessment of the eligible dwelling to identify safety and structural hazards conditions present within the dwelling that may limit ability to perform any or all of the required weatherization services in accordance with CSD weatherization guidelines and terms of this Contract. Assessor shall

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disclose all noted safety and structural hazard conditions to the property owner and tenant, where applicable;

8.2.4.7.1.2 The visual inspection and pre-CAS diagnostic testing of all combustion appliances as to identify the presence of combustion appliance safety conditions within the occupied living space and requiring immediate attention and the offering of prescribed list of health and safety measures needed to remedy noted conditions; and

8.2.4.7.1.3 The visual inspection of dwelling to identify any structural deficiencies and/or barriers inhibiting the ability for required pressurized diagnostics to occur. Assessor shall also inform client of the various types of diagnostic testing to be performed within the dwelling, including the general nature and benefits of each form of required diagnostic testing.

8.2.4.7.2 Historic Preservation Review of Dwellings

8.2.4.7.2.1 To ensure compliance with Section 106 of the National Historic Preservation Act (54 USCS §§ 100101 et seq. & 300101 et seq., former 16 USCS §§ 470 et seq.), CSD will establish appropriate procedures for historic property review standards as outlined by a Programmatic Agreement with the State Historic Preservation Office. The established review standards will be utilized for weatherization activities conducted under the LIHEAP on dwellings that are 45 years or older. For purposes of this Contract, the historic review shall be known as the Historic Preservation Review.

8.2.4.7.2.2 Contractor shall ensure that a Historic Preservation Review is completed on a dwelling that is either: (1) 45 years or older, (2) located within a historic district, or (3) considered to be of exceptional importance under the National Register Criteria for Evaluation pursuant to 36 CFR § 60.4.

8.2.4.7.2.3 When a dwelling assessment is performed and the dwelling is determined to meet any of the criteria specified in subsection 8.2.4.7.2.2, Contractor shall

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initiate the Historic Preservation Review process pursuant to DOE WAP ARRA No. 010.

8.2.4.7.3 Combustion Appliance Safety (CAS) Tests

8.2.4.7.3.1 The completion of the entire combustion appliance safety (CAS) test is required on all dwellings with combustion appliances.

8.2.4.7.3.2 If it is determined during the CAS test that the dwelling unit contains a condition that is hazardous to the occupants, proper steps must be taken to alleviate the hazard. In these cases, infiltration reduction measures may not be installed until the hazard has been corrected; however, Contractor may install non-infiltration measures in the interim, until the CAS condition is corrected.

8.2.4.7.4 If the dwelling unit is not eligible because of the need for extensive repair, the unit shall not be serviced, and the applicant should be referred to the local Housing and Community Development Department, U.S. Farmers Home Administration Housing Loan Program, or other similar organizations or programs.

8.2.4.7.4.1 Documentation of such ineligibility due to the need for extensive repairs shall be recorded on the CSD Weatherization Deferral (CSD 542).

8.2.4.7.4.2 If the applicant can obtain the necessary repairs to make the dwelling unit eligible for weatherization services, weatherization activities may be accomplished following the repair work.

8.2.4.8 Contractor shall ensure the health and safety of weatherization personnel in carrying out activities funded under this Contract. In the event the weatherization of a dwelling threatens the general health and safety of weatherization field personnel, Contractor shall take measures to ensure the safety of the personnel and thoroughly document the incident(s) utilizing the CSD Weatherization Deferral (CSD 542). The deferral form does not need to be signed by the client where weatherization personnel construe the client or occupants of the dwelling to be threatening and hostile. If unable to get a signature, a certified letter shall be sent to the owner, along with the tenant if the residence is a rental.

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8.2.5 Diagnostic Testing

8.2.5.1 Contractor shall perform the shell leakage diagnostic testing only for shell sealing purposes on a minimum of 20% of the total SFD (one to four units) including mobile homes**,** and a minimum of 5% of MUD (five or more units) weatherized under this Contract. Shell leakage diagnostic testing shall be proportionate to the number of completed units for each quarterly period.

8.2.5.2 Following a determination that no combustion byproduct hazards exist, Contractor shall perform pressure diagnostic guided infiltration reduction using a pre-weatherization shell leakage test.

8.2.5.3 Duct Blaster diagnostic testing shall be required on all dwellings with forced-air systems.

8.2.5.4 Contractor shall ensure that all dwelling diagnostic tests are performed by trained individuals possessing all the required skill and training as specified in Section 9.1, Training Requirements.

8.2.5.5 If an unvented space heater is being utilized, infiltration reduction measures shall not be applied unless venting is installed, or the unit is replaced.

8.2.6 Health and Safety Measures

8.2.6.1 Prior to the performance of any heating/cooling service, a qualified technician must perform a diagnostic inspection of the primary heating/cooling appliance to assess operational performance.

8.2.6.2 Contractor is authorized to mitigate health and safety hazards in accordance with the CSD TRM.

8.2.6.3 Health and Safety Measures and Mandatory Insulation Measures must be installed in priority order. Other Mandatory Measures must be installed before optional measures, and no measure shall be excluded, unless the:

8.2.6.3.1 Shell leakage and/or pressurized duct diagnostic test indicates that installation of the measure is not necessary;

8.2.6.3.2 Dwelling already has that measure in place;

8.2.6.3.3 Measure cannot be properly installed;

8.2.6.3.4 Client refuses installation (client refusal is to be documented

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and placed in file);

8.2.6.3.5 Maximum dollar limit is reached; or

8.2.6.3.6 Measure is not needed or required.

8.2.6.4 After Health and Safety Measures have been addressed, Insulation Measures, if feasible, must be installed prior to the installation of any other Mandatory and Optional Measures. Non-Mandatory Measures including Infiltration Reduction, General Heat Waste, and Electric Base Load Measures need not be installed in priority order.

8.2.6.5 If a health and safety hazard is found to exist that requires replacing or repairing a combustion appliance, the cost of which will preclude the installation of the required number of Mandatory Measures for a unit to be weatherized, the dwelling may qualify for weatherization under the following conditions:

8.2.6.6 The combustion appliance is repaired or replaced; and

8.2.6.7 All remaining feasible Mandatory Measures are installed up to the maximum dollar limit.

8.2.6.8 If the dollar limit has not been reached in installing feasible Mandatory Measures, Contractor may install optional measures.

8.2.6.9 Health and Safety Measures

8.2.6.9.1 The following guidelines are restricted to occupied SFD and/or MUD units:

8.2.6.9.1.1 A residential heating source that qualifies for repair and replacement services must be a single, pre-existing heating appliance, serving as the dwelling's primary heating source; and

8.2.6.9.1.2 A residential cooling source that qualifies for cooling services must be a single, pre-existing cooling appliance, serving as the dwelling's primary cooling source, limited to mechanical air conditioners, central and window/wall air conditioners, and evaporative coolers.

8.2.6.9.2 Any and all health and safety heating/cooling appliance services shall be performed in accordance with the following

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guidelines:

8.2.6.9.2.1 All repair and replacement services are limited to dwellings with pre-existing heating and cooling appliances. An exception to this rule exists, however, for those dwellings without a heating and cooling appliance and there are no means to provide adequate heating and/or cooling during a climatic season that would cause imminent harm to the health and wellbeing of individuals or the household.

8.2.6.9.2.2 For those conditions where a true crisis exists, and the heating and/or cooling needs cannot be remedied by the installation of a permanent repair or new appliance installation, Contractor shall provide such dwellings with temporary portable devices to support the means of providing adequate cooling and/or heating to occupants of the residence to alleviate the crisis situation and to meet basic heating/cooling needs.

8.2.6.9.2.2.1 Occupant shall be advised of the higher energy consumption associated with portable heating/cooling devices.

8.2.6.9.2.2.2 Occupant shall certify that all of the manufacturer's safety instructions will be abided by.

8.2.6.9.2.2.3 Contractor shall make all attempts to purchase Energy Star-rated portable devices if available.

8.2.6.9.2.3 The age of a heating/cooling appliance shall not be used as a basis for replacement.

8.2.6.9.2.4 When repair, replacement, or installation of a primary heating appliance is required in accordance with the conditions and requirements above but cannot be completed for any reason, the entire dwelling shall be deferred.

8.2.6.9.3 Contractor shall repair a defective primary heating appliance when the cost to assess and repair is estimated at less than 50%

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of the cost of installing a new replacement unit.

8.2.6.9.4 If during the course of repairing the defective unit additional problems are found that would increase the cost of repairs to more than the allowable limit for repair costs, the unit may be replaced.

8.2.6.9.5 When replacement of a defective primary heating/cooling appliance is performed, Contractor shall perform necessary duct repair and/or replacement services in order to conform to Title 24 requirements.

8.2.6.9.6 Fuel switching or replacement of a heating/cooling appliance for an alternate type shall only be allowed when justified by an energy audit as described in TRM Appendix D *Energy Audit/Priority List Protocol*.

8.2.7 Energy Audit Requirements

8.2.7.1 If all feasible measures classified under Health and Safety, Infiltration Reduction and other Mandatory Measures have been assessed, Contractor may assess additional measures utilizing the Energy Audit Requirements by conducting a REM/Design or Targeted Retrofit Energy Analysis Tool (TREAT) audit in accordance with CSD Single-Family/Small Multi-Family Energy Audit Protocol, CSD Multi-Family Energy Audit Protocol.

8.2.7.2 Energy audits shall be conducted as specified in the CSD Single-Family/Small Multi-Family Energy Audit Protocol (CSD TRM) incorporated by reference to this Contract and available on the CSD Provider website at https://providers.csd.ca.gov/Energy/Weatherization.aspx.

8.2.7.2.1 REM/Design energy audit tool may be applied to single-family dwellings, mobile homes, and multi-unit dwellings containing 24 or fewer dwelling units where each unit is independently heated and/or cooled.

8.2.7.2.2 Targeted Retrofit Energy Analysis Tool (TREAT) may be applied to all multi-unit dwellings except for those multi-unit dwellings that are qualified to use REM/Design.

8.2.8 Occupant Notification

If, in accordance with the provisions of this article, any notice to an occupant is required, notice shall be in writing and a copy of such notice shall be given to the

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owner of the unit, when the unit is occupied by a non-owner occupant, or when the unit is vacant.

8.3 Energy Crisis Intervention Program (ECIP) Services Activity Guidelines

8.3.1 Purpose of ECIP Funds

ECIP funds may only be used to resolve emergencies that fit the federal definition [42 USC § 8622(1)], including:

8.3.1.1 A natural disaster (whether or not officially declared),

8.3.1.2 A significant home energy supply shortage or disruption,

8.3.1.3 An official declaration of a significant increase in:

8.3.1.3.1 Home energy costs;

8.3.1.3.2 Home energy disconnections;

8.3.1.3.3 Enrollment in public benefit programs; or

8.3.1.3.4 Unemployment and layoffs.

8.3.1.4 An official emergency declaration by the Secretary of Health and Human Services.

8.3.1.5 In those situations where there is not an official federal, state, or local declaration of emergency, e.g., an undeclared natural disaster or a significant home energy supply shortage or disruption that affects a low-income individual, an emergency will be deemed to exist by CSD where there is imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services.

8.3.2 Capacity and Responsibility to Provide Emergency Assistance

8.3.2.1 In accordance with federal and state law and ECIP Policy and Procedures, Contractor must be qualified and capable of carrying out an energy crisis intervention program that provides timely and effective emergency assistance, not later than the timeframes stated in 42 USC § 8623(c), that resolves the energy crisis. Contractor must meet minimum program requirements for timing and ensuring accessibility to eligible applicants as further defined at 42 USC § 8623(c).

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Once applicants meet the eligibility and prioritization criteria and funds are available, Contractor shall:

8.3.2.1.1 Within 48 hours after a household applies and is determined to be eligible for ECIP, provide assistance in the form of a payment guarantee to the appropriate gas or electric vendor or a WPO payment that will resolve the energy crisis; and

8.3.2.1.2 Within 18 hours after a household applies and is determined to be eligible for ECIP, provide assistance in the form of a payment guarantee to the appropriate gas or electric vendor or a WPO that will resolve the energy crisis if such household is in a life-threatening situation.

8.3.2.2 Contractor agrees to provide all reasonable information requested by CSD during the term of this Contract in order to enable CSD to assess the adequacy of Contractor's current energy crisis intervention program and Contractor's ability to implement the program.

8.3.2.3 Federal and state law permit the allowability of costs to the ECIP only where the costs are used to provide emergency assistance in an energy crisis. In addition to all other provisions in this Contract permitting, restricting, or otherwise relating to ECIP costs, such costs are allowable only upon adequate demonstration by the Contractor that the related activities meet the definition of "emergency" as specified in federal law and this Contract.

8.3.3 ECIP Fast Track and WPO

8.3.3.1 ECIP Fast Track and WPO Services shall be provided in accordance with the Agency Local Plan in Article 14.

8.3.3.2 Applicant Eligibility

8.3.3.2.1 Assistance shall be available only to households with incomes that do not exceed an amount equal to 60% of the State median income.

8.3.3.2.2 Income verification must be for one month and current within six weeks of the application intake date or an annual award letter. For acceptable types of documentation, refer to the LIHEAP Eligibility and Verification Guide. Contractor shall maintain appropriate documents in each applicant's file.

8.3.3.2.3 Contractor shall collect copies of all of the household's energy

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utility bills for the current month, and if applicable, receipt(s) for (WPO) to determine the client's energy burden.

8.3.3.2.4 Conditions for ECIP services must meet the criteria for an emergency as defined in 42 USC §8622 (1), ECIP Policy and Procedures and Article 13, Definitions.

8.3.3.2.5 ECIP Fast Track Utility Assistance

8.3.3.2.5.1 The applicant must receive energy services and be billed directly by one of the following energy providers: a utility company and/or a mobile home park that owns its own power source(s) or a submetering billing service with the statutory authority to shut off utility services.

8.3.3.2.5.2 For purposes of the present Section 8.3.3, an emergency energy-related crisis does not exist if the cost of energy is included in the applicant's rent, and Contractor may not make ECIP Fast Track payment(s).

8.3.3.2.6 In addition to the applicant eligibility criteria listed above, services for ECIP Fast Track and ECIP WPO may not be provided unless at least one of the following criteria pursuant to Government Code §16367.5 (e) pertains and is documented or certified by Contractor:

8.3.3.2.6.1 Proof of utility shutoff notice;

8.3.3.2.6.2 Proof of energy termination;

8.3.3.2.6.3 Insufficient funds to establish a new energy account;

8.3.3.2.6.4 Insufficient funds to pay a delinquent utility bill;

8.3.3.2.6.5 Insufficient funds to pay for essential firewood, oil, or propane; or

8.3.3.2.6.6 CSD further defines WPO crisis as 30 days or less of fuel.

8.3.3.3 ECIP Fast Track Benefit Determination

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ECIP Fast Track benefits shall be determined using the base benefit amount and, when applicable, a Contractor-determined supplemental benefit amount. Contractors shall issue ECIP Fast Track benefits in accordance with the following:

8.3.3.3.1 Contractor shall ensure that the total ECIP Fast Track benefit amount (Base benefit amount plus supplemental benefit amount) is limited to and does not exceed the total amount due (at the time of intake) to the utility company for energy charges, reconnection fees, and other assessed utility fees/surcharges in order to alleviate the crisis situation.

8.3.3.3.2 When only issuing the base benefit amount (no supplemental payment), Contractor may exceed the total amount due to the utility company in energy charges, reconnection fees, delinquent utility bill establishing arrearages and/or past due balances, and other assessed utility fees/surcharges to alleviate the crisis situation.

8.3.3.3.3 Contractor shall ensure that the maximum total ECIP Fast Track benefit amount (Base benefit amount plus supplemental benefit amount) does not exceed $3,000. If Contractor uses program income to provide a supplemental ECIP Fast Track payment, the total payment cannot exceed $3,000.

8.3.3.3.4 Contractor shall provide full justification for benefits paid by documenting the client file(s) to include the amount of charges and verification by the utility company.

8.3.3.3.5 Contractor shall review, check for duplicates, and approve applications in accordance with Contractor's approved Agency Local Plan in Article 14 and the current LIHEAP Eligibility and Verification Guide.

8.3.3.4 WPO Benefit Determination

8.3.3.4.1 WPO benefits shall be determined in accordance with CPA-E-21-04 and CPA-E-21-04M WPO Benefit Formula Implementation.

8.3.3.4.2 Contractor shall review, check for duplicates, and approve applications in accordance with Contractor's approved Agency Local Plan in Article 14 and the current LIHEAP Eligibility and Verification Guide.

8.3.3.5 ECIP Fast Track/WPO Payment Guidelines

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8.3.3.5.1 Eligible households may receive only one ECIP Fast Track/WPO, or HEAP/WPO payment per program year; however, Contractor can use program income to provide a supplemental ECIP Fast Track/WPO or HEAP/WPO for clients experiencing an extenuating circumstance. In addition to receiving one ECIP (Fast Track/WPO) or HEAP/WPO payment, eligible households may receive ECIP EHCS services and/or other weatherization services, if needed.

8.3.3.5.2 Contractor shall ensure that the maximum base benefit total for ECIP WPO does not exceed $1,000. If Contractor uses program income to provide a supplemental ECIP WPO payment, the total payment cannot exceed $1,000.

8.3.3.5.3 Contractor shall exercise due care to ensure that duplication of ECIP Fast Track/WPO or HEAP/WPO payments does not occur at any time during the term of this Agreement.

8.3.3.5.4 When a HEAP payment or ECIP Fast Track payment has been made directly to an energy vendor, notification of payment(s) shall be shown as a credit on the utility bill(s).

8.3.3.6 ECIP WPO Payment Guidelines Specific

8.3.3.6.1 Contractor shall complete the ECIP/HEAP Payment Request Confirmation (CSD 415) or approved Contractor's equivalent form or approved Contractor's equivalent process that confirms payment was made to the client's account. If the client does not have an account, confirmation of the delivery of the benefit to the client is required.

8.3.3.6.2 Contractor shall make payments directly to energy vendors on behalf of clients whose energy sources are wood, propane, or oil.

8.3.3.6.3 CSD will not make payments to clients for WPO assistance.

8.3.3.6.4 Before paying energy vendors, Contractor shall verify that charges for the services and goods provided are reasonable and within fair market value.

8.3.3.6.5 Contractor shall notify the applicant of the recipient household, in writing, when payments are made directly to an energy vendor for wood, propane, or oil on their behalf.

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8.3.3.6.6 Contractor shall forward payments for WPO on behalf of applicants to corresponding energy vendor within 60 calendar days from the date obligation was incurred, unless a formal contract, approved by CSD, between Contractor and vendor provides for other terms.

8.3.4 ECIP Emergency Heating and Cooling Services (EHCS)

8.3.4.1 Applicant Eligibility

Eligibility of the applicant shall meet all requirements for eligibility as described in the Weatherization Activity Guidelines specified in Section 8.2.

8.3.4.2 Dwelling Eligibility

Eligibility of the dwelling shall meet all requirements for eligibility as described in the Weatherization Activity Guidelines specified in Section 8.2.

8.3.4.3 Dwelling Assessments

8.3.4.3.1 Assessment of the dwelling shall meet all requirements as described in the Weatherization Activity Guidelines specified in Section 8.2.

8.3.4.3.2 Work crews of Contractor who are only performing heating and cooling services shall not be required to perform the entire CAS test and may limit the testing to only the heating and cooling appliances to be repaired or replaced.

8.3.4.4 Allowable Services

ECIP EHCS may be used for the repair, replacement, and new installation of heating/cooling and water heating appliances identified in the ECIP Policy and Procedures and must meet the following criteria:

8.3.4.4.1 The applicant is income eligible and submits the required documentation to complete the eligibility of the dwelling;

8.3.4.4.2 The applicant has insufficient funds to pay the cost of repairing or replacing an eligible heating or cooling appliance or for a new heating or cooling appliance;

8.3.4.4.3 The appliance condition meets one of the appliance

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repair/replacement criteria as defined in the ECIP Policies and Procedures; and

8.3.4.4.4 The services to mitigate and completely resolve the emergency and satisfy the relevant emergency assistance meet the timeframes as defined in the ECIP Policies and Procedures.

8.3.5 Natural Disasters

8.3.5.1 When a dwelling that has been damaged by a natural disaster such as fire, flood, earthquake, hurricane, etc., a scope of work shall be submitted to CSD for approval prior to beginning work related to a natural disaster.

8.3.5.2 The occupant shall be certified as currently eligible and a dwelling assessment shall be performed.

8.3.5.3 Contractor may have damages repaired that are within the scope of the weatherization program if the same services will not be paid for or reimbursed by any other source.

8.4 ECIP Fast Track and HEAP Electric and Gas Pledge Guidelines

8.4.1 Contractor shall pledge all applications where the Contractor has determined the applicant has a qualifying emergency as specified in subsection 8.3.3.2.6 of Section 8.3, regardless if the benefit is issued under ECIP Fast Track or HEAP Electric and Gas, provided that the application meets the eligibility and prioritization criteria and Contractor's Utility Assistance funds are available.

8.4.2 After a pledge has been made, Contractor shall submit the application to CORE as specified in subsection 6.1.1, of Section 6.1.

8.4.3 Contractor shall determine the applicant has met the eligibility requirements prior to pledging. If an eligible applicant is subsequently determined to be ineligible, Contractor shall cancel the ineligible applicant's pledge with the Utility Company within five business days upon such determination.

8.4.4 If the applicant's pledge amount changes, Contractor shall adjust the pledge amount with the Utility Company.

8.5 SWEATS and PSPS Activity Guidelines

8.5.1 The SWEATS Policy was developed by CSD to facilitate the delivery of allowable LIHEAP emergency service provisions during an emergency such as a natural disaster or energy supply shortage or disruption. These services include: The CPN-E-20-01 SWEATS Policy includes guidelines, reimbursement provisions, and other

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information to support successful implementation and administration of SWEATS provisions during a qualifying event. Contractor shall ensure SWEATS implementation and administration is in accordance with CPN-E-20-01.

8.5.2 The PSPS Policy was developed to facilitate the delivery of allowable services to low-income households medically vulnerable to the effects of energy related emergencies and residing in designated High Fire Risk Areas. Contractor shall ensure that PSPS implementation and administration is in accordance with CPN-E-20-02 PSPS Emergency Preparedness Pilot Policy and CPN-E-20-02M3.

8.6 Quality Assurance

8.6.1 Certification

Contractor, or its designee, shall establish a comprehensive, detailed, and fully documented Quality Control procedure to assess the quality and completeness of Weatherization and ECIP EHCS work performed under this Contract. Such assurance will be documented on the CSD Dwelling Assessment Form (CSD 540) and CSD Post Inspection Form (CSD 611) or approved Contractor's equivalent and shall be signed and dated by a certifying Contractor representative.

8.6.2 Post-Weatherization Inspections

8.6.2.1 Contractor shall perform Post-Weatherization Inspections on 100% of the dwellings weatherized under this Contract. Weatherization jobs where measures installed are limited to lightbulbs, water measures and alarms are exempt from receiving post-inspections.

8.6.2.2 If Contractor is unable to perform a post-inspection, Contractor must demonstrate that a reasonable attempt was made to schedule or perform the post-inspection. Attempts must be fully documented on the CSD Post-Weatherization Inspection (CSD 611) and maintained in the client file. The following shall constitute a reasonable effort:

8.6.2.2.1 One phone call attempt plus one correspondence to client stating an attempt was made to inspect and offering to reschedule; or

8.6.2.2.2 One missed appointment or a client refusal plus one correspondence stating an attempt was made to inspect and offering to reschedule.

8.6.2.3 Post-Weatherization inspections shall be conducted for the purpose of assessing the quality and completeness of performed weatherization services and compliance with CSD TRM. The post-inspection shall:

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8.6.2.3.1 Verify that all measures were completely installed in accordance with said terms and conditions of this Contract;

8.6.2.3.2 Review of installed measures to determine the absence of any feasible Mandatory Measure not installed and the installation of a measure (non-feasible measure) that may not be in compliance with said standards and the terms and conditions of this Contract;

8.6.2.3.3 Verification that the unit received shell leakage, and duct leakage testing, as applicable;

8.6.2.3.4 Verification that required CAS testing of eligible combustion appliances was performed and inspection of combustion appliances to verify the safe operating condition of combustion appliances within the dwelling residence; and

8.6.2.3.5 Verification that an energy audit was performed when required and in compliance with Energy Audit/Priority List Protocol.

8.6.2.3.6 Confirm ECM's installed as part of an energy audit meet energy audit improvement results including but not limited to: pre and post blower door and duct testing results; insulation R-values, and heating/cooling and water heating appliance efficiency ratings; and that the costs billed do not exceed the improvement costs identified in the Improvement Audit Report.

8.6.2.3.7 Inspection of the unit dwelling to ensure that all identified health and safety hazards, whether pre-existing or resulting from the performance of weatherization services, have been successfully remedied.

8.6.2.4 Contractor shall ensure that Post-Weatherization Inspections are performed by trained staff successfully completing all required training as specified in Article 9.1, Training Requirements.

8.6.2.5 If Contractor subcontracts Post-Weatherization Inspection services, then Contractor must aggregate weatherization jobs to mitigate the cost associated with performing inspections. The maximum allowable cost of each post-inspection by a subcontractor is as follows:

8.6.2.5.1 Subcontractors awarded a contract through a competitive procurement process shall not exceed the measure maximum per

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inspection. The inspection rate includes all expenses related to the Post-Weatherization Inspection such as the cost of the inspection, administration and travel costs of subcontractor.

8.6.2.5.2 Subcontractors that are part of CSD's network of LIHEAP contractors, and performing inspections under a contract, Memorandum of Understanding or similar contract, and not competitively procured in accordance with the Contractor's procurement process and procedure, shall bill actual costs for the Post-Weatherization Inspection and related expenses such as inspector wages, overhead, administration and travel costs of subcontractor. The total cost of all related expenses shall not exceed the measure maximum per inspection.

8.6.2.6 Contractor shall ensure job separation between staff performing post-weatherization inspection activities and weatherization crew personnel performing the physical installation and performance of weatherization measure services funded under this Contract.

8.6.2.7 If Contractor elects to subcontract with entities outside of CSD's network of Local Service Providers for the full installation of weatherization measures, the subcontractor performing the installation of weatherization measures shall not perform the post-weatherization inspection activities. Contractor shall ensure job separation by using Contractor's staff or another subcontractor to perform the post-weatherization inspection.

8.6.2.8 The Quality Assurance Inspector shall certify the performance of Post-Weatherization Inspections of dwelling units by completing and signing Contractor Post-Weatherization Inspection Report (CSD 611). Contractor shall retain a copy of the completed and signed form in the client file.

8.6.3 Third-Party Inspections

8.6.3.1 CSD may use a third-party inspector to review and verify that the weatherization activities performed under this Contract conform to applicable standards and practices.

8.6.3.2 Contractor or a ride-along (designated representative) shall accompany the inspector on client inspection visits and shall provide transportation and equipment to the inspector. When possible, Contractor shall make corrections during the client inspection visits.

8.6.3.3 Contractor agrees to remedy all Nonhazardous Conditions (nonhazardous work deficiencies) noted by CSD or its designee within 20 business days of written notification.

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8.6.3.4 Contractor must remedy all Hazardous Conditions resulting from weatherization measure installation in accordance with the CSD TRM. Any Hazard Fails that are not remedied within 18 hours will require completion of the Hazardous Correction Work Plan denoting the reason why the hazardous correction is unable to be resolved within 18 hours and the action that will be taken to resolve the hazard.

8.6.3.5 Contractor must remedy all inspection corrections identified on the Comprehensive Inspection Report including confirmation of correction to CSD's third-party inspector within 20 business days.

8.6.4 Noncompliance

8.6.4.1 Contractor shall be subject to the withholding of any or all reimbursements for failure to completely resolve a Hazardous Condition in accordance with the CSD TRM. The reimbursement sanction will apply to the next fiscal reimbursement request associated with the program of the weatherized unit in question. The reimbursement sanction will remain in effect until Contractor successfully resolves the Hazardous Condition and confirms the resolution with CSD and the designated Inspection Contractor. The sanction will apply to all subsequent fiscal reimbursement requests of the primary funding source in question so long as the Hazardous Condition remains unresolved.

8.6.4.2 If it is determined that the Contractor has failed to resolve an identified Hazardous Condition in accordance with the Hazardous Correction Work Plan, CSD may utilize the services of the designated Inspection Contractor to successfully resolve the delinquent Hazardous Condition. Contractor will assume responsibility for costs associated with the use of Inspection Contractor's services. The costs will include labor, materials, and travel equal to the Inspection Contractor's training and technical assistance hourly rate and the total amount will be withheld from the Contractor's next request for fiscal reimbursement.

8.6.4.3 If it is determined that the Contractor has incorrectly billed CSD because a measure was not installed, or the quantity installed is less than the quantity billed, Contractor shall install the billed measure or quantity, if feasible. In cases when a physical remedy is not possible, repayment of the labor and material costs for the non-installed measure or quantity will be withheld from subsequent reimbursements.

8.6.4.4 Contractor will be subject to Special Conditions, in accordance with Section 10.4, if it is determined that one or more of the following conditions exist:

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8.6.4.4.1 Contractor has a history of unsatisfactory performance;

8.6.4.4.2 Identification of one or more Hazardous Conditions in dwellings weatherized by Contractor;

8.6.4.4.3 Failure to remedy an identified Hazardous Condition in a timely manner; and

8.6.4.4.4 Substantial number of Nonhazardous Conditions and/or identified trends or patterns of nonconformance to installation criteria.

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ARTICLE 9 - TRAINING, LICENSING AND CERTIFICATIONS

9.1 Training Requirements

9.1.1 All training, as indicated by employee classification in the CSD Weatherization Training Program Requirements Matrix, shall be provided through a CSD-approved training mechanism utilizing CSD-approved training curricula. In-house training may be provided for EPA or HUD-approved Lead-Safe Weatherization Training or unless otherwise noted. Training coursework must be successfully completed according to the terms of each course. Certificates of completion shall be issued by the CSD-approved training entity upon successful completion of each course, unless where otherwise noted below.

9.1.2 Training Provisions for Staff of Contractor and Subcontractors:

9.1.2.1 Within 30 calendar days of employment, weatherization employees of Contractor and subcontractors shall receive Health and Safety, Environmental Hazards Awareness and Lead-Safe Weatherization Training. An Assessor, Energy Auditor, Worker, Supervisor, or Inspector shall not be allowed to enter, assess, conduct an audit on, weatherize, or inspect a dwelling unit until the required Health & Safety, Environmental Hazards Awareness and Lead-Safe Weatherization Training has been completed.

9.1.2.2 Within 180 calendar days of employment, all weatherization employees of Contractor shall receive on-the-job Basic Weatherization Training.

9.1.3 Training Provisions Based Upon Job Duties:

9.1.3.1 When job duties include duct leakage and shell leakage diagnostics, weatherization employees of Contractor and subcontractors shall receive Duct Leakage/Shell Leakage Diagnostic Training. No employee of Contractor and subcontractor shall perform diagnostic testing without having completed the required training.

9.1.3.1.1 Subsequent to successful completion of the Duct Leakage/Shell Leakage Diagnostic Training, Contractor and subcontractor employees are required to participate in a monitored field practice under the supervision of a third-party inspector and/or training provider to further evaluate employee knowledge and skill in this area of diagnostic testing.

9.1.3.1.2 Contractor and subcontract employees failing to demonstrate appropriate knowledge and skills in this competency will be required to complete additional training to enhance deficient

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skill and knowledge and will be prohibited from performing this activity until the completion of required training.

9.1.3.2 When job duties include Combustion Appliance Safety, weatherization employees of Contractor and subcontractors shall receive Combustion Appliance Safety Training. No employee of Contractor and subcontractors shall perform combustion appliance safety checks without having completed the required CSD-approved training.

9.1.3.2.1 Subsequent to successful completion of Combustion Appliance Safety Training, Contractor and subcontractor employees are required to participate in a monitored field practice under the supervision of a third-party inspector and/or training provider to further evaluate employee skill and knowledge in performing Combustion Appliance Testing.

9.1.3.2.2 Contractor and subcontractor employees failing to demonstrate appropriate knowledge and skills in this competency will be required to complete additional training to enhance deficient skill and knowledge and will be prohibited from performing this activity until the completion of required training.

9.1.3.3 When job duties include performing Assessments and/or Field Supervision, weatherization employees of Contractor and subcontractors who perform Assessments and/or Field Supervision shall receive Field Assessment and Field Supervision Training. No employee of Contractor and subcontractors shall perform Assessments or supervision without having completed on-the-job required training. Certificates of Completion shall be issued following successful completion of the second phase ("field portion") of the training.

9.1.3.3.1 Subsequent to successful completion of Field Assessment and/or Field Supervision Training, Contractor and subcontractor employees are required to participate in a monitored field practice under the supervision of a third-party inspector and/or training provider to further evaluate employee skill and knowledge in performing Assessments and/or Field Supervision.

9.1.3.3.2 Contractor and subcontractor employees failing to demonstrate appropriate knowledge and skills in this competency will be required to complete additional training to enhance deficient skill and knowledge and will be prohibited from performing this activity until the completion of required training.

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9.1.3.4 Weatherization employees of Contractor and subcontractors who perform Quality Assurance Inspections and/or Field Supervision shall receive Quality Assurance/Inspector Training. No employee of Contractor and subcontractor shall perform inspections without having completed the required training.

9.1.3.4.1 Subsequent to successful completion of Quality Assurance/Inspector Training, Contractor and subcontractor employees are required to participate in a monitored field practice under the supervision of a third-party inspector and/or training provider to further evaluate employee skill and knowledge in Quality Assurance Inspections and/or Field Supervision.

9.1.3.4.2 Contractor and subcontractor employees failing to demonstrate appropriate knowledge and skills in this competency will be required to complete additional training to enhance deficient skill and knowledge and will be prohibited from performing this activity until the completion of required training.

9.1.4 Training and technical assistance funds may also be used to train Contractor's subcontractors participating in the program and excludes on-the-job training. In making the determination to pay for subcontractor training, Contractor should secure a retention contract in exchange for the training. The subcontract should stipulate that the subcontractors will work in the program, for a minimum of 12 months.

9.1.5 For weatherization services performed on HUD units, all work crews of Contractor and subcontractors who perform basic weatherization or specialty services are required to be trained in HUD-approved Lead-Safe Weatherization, although certification is not required. No employee of Contractor and subcontractors shall perform work in a pre-1978 HUD dwelling until the required training has been received. Although a crew supervisor can be certified as a HUD Lead Abatement Supervisor or Worker, it is not a substitute for the requirement of trained work crews.

9.1.6 EPA Lead Renovator training is required per the EPA for all Contractors and subcontractors performing work on pre-1978 homes, where the work could potentially disturb lead-based paint.

For weatherization services performed on pre-1978 units, all work crews of Contractor and subcontractors who provide basic weatherization or specialty services are required to be trained in EPA-approved Lead Renovator practices, and firm certification is required. No employee of Contractor and/or subcontractors shall perform such work on a pre-1978 dwelling until the required training has been received.

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9.1.7 Contractor shall maintain and make available for reference to Contractor's employees and subcontractors who perform weatherization and ECIP EHCS services the following:

9.1.7.1 CSD TRM;

9.1.7.2 Other applicable policies and procedures; and

9.1.7.3 Official State and Federal Program Notices.

9.1.8 OSHA-10 is required for all crews, and OSHA-30 is required for all Contractor supervisors who are regularly on-site and monitor for field safety.

9.2 Contractor Licensing

Contractors, unless otherwise exempt or their subcontractors performing basic weatherization services under this Contract shall comply with TRM and the following licensing requirements:

9.2.1 Possess and maintain an active Class "B" General Building Contractor license, issued by the Contractors State License Board (CSLB) in the name of the Contractor/qualifying individual;

9.2.2 Contractor is responsible for ensuring that all subcontractors have active licensing and are in good standing for the duration of the subcontract; and

9.2.3 Contractor shall immediately notify CSD when any changes in licensing occur.

9.3 Special Licensing - Weatherization

9.3.1 Special licensing may also be required for the installation and/or repair of Evaporative Cooler, Cook Top and Range, Vented Space Heater, Air Conditioning, and Gas and Electric Water Heaters, if two or more weatherization measures are not installed in a single unit. Electrical wiring upgrade/replacement and knob and tube wiring certification will always require a C-10 license.

9.3.2 Specialty subcontractors must possess all applicable licenses as required by the CSLB to carry out installation and/or repairs. Specialty licensing is required for specific measures including: C-10 Electrical Contractor (including electrical wiring upgrade/replacement and knob and tube wiring certification); C-20 Warm-Air Heating, Ventilation and Air-Conditioning Contractor; C-36 Plumbing Contractor; C-46 Solar Contractor; C-47 Mobile Home Contractor; and D-65 Weatherization Energy Conservation.

9.3.3 Contractor is responsible for ensuring that all subcontractors have active licensing

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and are in good standing with the CSLB for the duration of the subcontract.

9.4 Environmental Protection Agency (EPA) Certifications

9.4.1 All contractors providing services utilizing in-house crews shall be certified as an EPA Certified Firm in accordance with EPA's Renovation, Repair and Painting Program requirements (40 CFR Part 745). Contractors who subcontract all of their weatherization and ECIP EHCS services are required to be certified and shall have at least one EPA Certified Renovator on staff for subcontractor oversight purposes.

9.4.2 Contractors shall ensure that all subcontractors whose work potentially disturbs lead paint are EPA Certified Firms and have EPA Certified Renovators on staff.

9.4.3 Any contractor without the required certification will not be allowed to perform weatherization or EHCS services.

9.5 Mandatory Training

Contractor must participate in mandatory training such as eligibility start-up training, CSD TRM training, contract review webinars, monitoring trainings and other trainings CSD deems mandatory. CSD will notice Contractor with a minimum of 10 business days prior to training.

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COMPLIANCE REQUIREMENTS

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ARTICLE 10 - COMPLIANCE POLICIES AND PROCEDURES

10.1 Right to Monitor, Audit, and Investigate

10.1.1 Any duly authorized representative of the federal or state government, which includes but is not limited to the federal offices of inspectors general, the State Auditor, CSD staff, and any entity selected by CSD to perform inspections and/or investigations, shall have the right to monitor and audit Contractor and all subcontractors providing services under this Contract through on-site visits, audits, and any other appropriate means CSD deems necessary.

10.1.2 Contractor shall, upon reasonable notice, make available all information and materials reasonably necessary for CSD to substantiate to its satisfaction that expenditures incurred under this Contract are allowable and allocable, including, but not limited to files, books, documents, papers, and records. Contractor agrees to make such information and materials available to the federal government, the State, or any of their duly authorized agents or representatives, for purpose of examination, copying, or mechanical reproduction, on or off the premises of the subject entity.

10.1.3 Any duly authorized agent or representative of the federal or state government shall have the right to undertake investigations in accordance with 42 USC § 8627 and Gov Code § 16366.7, as amended.

10.1.4 All contracts entered into by Contractor with audit firms for purposes of conducting independent audits under this Contract shall contain a clause allowing CSD or any duly authorized agent or representative of the federal or state government timely access to the working papers of the audit firm(s).

10.2 Auditing Standards and Reports

10.2.1 Auditing Standards

10.2.1.1 *Applicability.* The standards set forth in 45 CFR Part 75 Subpart F – Audit Requirements are hereby incorporated by reference.

10.2.1.2 *Supplemental Audit Guide.* In addition to the audit requirements specified above, Contractor must follow the most current CSD Supplemental Audit Guide, incorporated into this Contract by reference in Article 14. The Supplemental Audit Guide may be accessed at https://agencies.csd.ca.gov/home/Energy/Pages/Resources.aspx.

10.2.2 Audit Reports

10.2.2.1 Funds provided under this Contract shall be included in an audit conducted in accordance with the provisions of 45 CFR Part 75 Subpart F – Audit Requirements, standards promulgated by the American Institute of Certified Public Accountants (AICPA), and those standards included in The U.S. Government Accountability Office's "Government Auditing Standards," December 2011 Revision, as amended.

10.2.2.2 *Organizations below audit threshold.* Contractors falling below the federal funding threshold that mandates a single audit may be subject to an audit and/or other fiscal- or program-specific review conducted by CSD or its agents, upon 30-day written notice.

10.2.2.3 The financial and compliance audit report shall contain the following supplementary financial information: a Schedule of Expenditures of Federal Awards (SEFA) in accordance with 2 CFR § 200.510 (45 CFR § 75.510). All LIHEAP grants shall be reported separately on the SEFA by program component, i.e., Weatherization (Wx) and ECIP/HEAP/Assurance 16 (EHA16). In addition, a separate Supplemental Statement of Revenues and Expenditures (SSRE) for each contract whose term ends during the single-audit fiscal year shall be included in that year's single audit. The SSRE shall report revenue and expenditures for CSD funding by contract line item and fiscal year. The SSRE shall cover the entire contract term as required in CSD's Supplemental Audit Guide.

10.2.3 *Submission of Audit Reports.* Contractor shall submit to CSD one electronic copy of the required audit report(s) and any management letter(s) issued by the accountant, within the earlier of 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the Contractor's fiscal year.

10.2.4 *Failure to File IRS Form 990 for Tax-Exempt Organizations* If Contractor fails to file Form 990 timely, Contractor must provide:

10.2.4.1 Evidence of an extension request with an estimated timeframe for submission; or

10.2.4.2 An explanation of why Contractor does not plan to file Form 990.

10.2.5 The audit report(s) and all supplemental financial information must be submitted to the following addresses:

Electronic copy:
audits@csd.ca.gov.

Printed copy:
Department of Community Services and Development

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Attention: Audit Services Unit
2389 Gateway Oaks Drive, Suite 100
Sacramento, CA 95833

Upon receipt of the audit report, CSD's Audit Services Unit (ASU) will send a confirmation email within 5 to 10 business days. Contractor should verify receipt of ASU's confirmation email to ensure your single audit was received.

In accordance with the guidelines of the Division of Audits of the California State Controller's Office (SCO), if Contractor is a local government agency, additional copies of the audit report must be submitted to the following address:

Mailing Address:

State Controller's Office
Division of Audits
Financial Audits Bureau/Single Audits Unit
P.O. Box 942850
Sacramento, CA 94250-5874

Street Address for Fed Ex:

State Controller's Office
Division of Audits
Financial Audits Bureau/Single Audits Unit
3301 C Street, Suite 700
Sacramento, CA 95816

10.2.6 Failure to Comply with Audit Reporting Requirements

If Contractor fails to comply with Federal statutes, regulations or the terms and conditions of this Contract, CSD may impose additional conditions, as described in 45 CFR § 75.207. If CSD determines that noncompliance cannot be remedied by imposing additional conditions, CSD may take one or more of the following actions, as appropriate in the circumstances, as provided in 45 CFR § 75.371 - § 75.380 *Remedies for Noncompliance*:

10.2.6.1 Temporarily withhold cash payments pending correction of the deficiency by Contractor or more severe enforcement action by the Federal awarding agency;

10.2.6.2 Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;

10.2.6.3 Wholly or partly suspend or terminate the Federal award;

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10.2.6.4 Recommending that suspension or debarment proceedings (as authorized under 2 CFR Part 180) be initiated by the Federal awarding agency;

10.2.6.5 Withhold further federal awards; or

10.2.6.6 Take other remedies that may be legally available.

10.2.7 Collection of Disallowed Costs

10.2.7.1 If Contractor challenges questioned costs and submits complete and accurate information or documentary evidence in support of the allowability of questioned costs, CSD shall, after consideration of Contractor's submission issue a final TR, no later than 30 days after receipt of Contractor's information or documentation. If questioned costs are determined to be owning, CSD's Financial Services Unit (FSU) will send an invoice. Contractor will tender payment to FSU or a repayment plan acceptable to FSU.

10.2.7.2 All statements, notices, responses and demands issued in accordance with this Section 10.2.7 shall be in writing.

10.2.7.3 CSD may, at its discretion, reasonably extend the time periods allowed for responses specified in this Section 10.2.7.

10.3 Compliance Monitoring

10.3.1 As the recipient of federal LIHEAP block grant funds under this Contract, Contractor must substantiate that all costs claimed pursuant to this Contract are allowable and allocable under all applicable federal and state laws. To be entitled to reimbursement, Contractor must trace all allowable costs to the level of expenditure, to include providing supporting documentation reasonably necessary to substantiate the validity of such claim.

10.3.2 As the administrator of the LIHEAP block grant for the State, CSD is required to ensure the funds allocated to Contractor are expended for the purposes identified in federal law and state LIHEAP law, and for allowable and allocable costs under the applicable rules of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR Part 75).

10.3.3 CSD is required to conduct on-site or in-house and follow-up monitoring of Contractor to ensure that Contractor meets the Production Plan, administrative standards, financial management requirements, and other requirements of LIHEAP.

10.3.4 CSD shall provide Contractor reasonable advance notice in writing of on-site and/or

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in-house monitoring reviews of Contractor's program or fiscal performance.

10.3.5 Compliance monitoring will consist of a questionnaire that Contractor will be required to complete and return to CSD within 30 calendar days from receiving the questionnaire.

10.3.6 CSD will conduct client file reviews to verify compliance with financial and program requirements. CSD shall notify Contractor of the client files requested, and Contractor shall provide the client files within five business days.

10.3.7 CSD may increase the number of client files reviewed and frequency of client file reviews based on the severity of non-compliance issues identified during the client file review process.

10.3.8 In accordance with Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR Part 75), Contractor shall cooperate with CSD program and audit staff and other representatives and provide access to all programs, records, documents, resources, personnel, inventory, and other things reasonably related to the administration and implementation of the services and activities funded directly or indirectly by this Contract. To the extent Contractor maintains records and documents in an electronic format, Contractor must make such records and documents readily available to CSD program and audit staff and other representatives: 1) for review on an appropriate electronic device provided by Contractor; and/or 2) for reproduction in electronic and/or hard copy format, as is necessary to effect the purposes of this Section 10.3. In order to realize the objectives of this subsection and to ensure that the integrity of the program, the proper expenditure of grant funds, and to prevent fraud, waste, abuse, and unjust enrichment, whether by design or inadvertence, Contractor shall cooperate with CSD as follows:

10.3.8.1 Upon request, provide a list of clients, jobs or properties to or for which LIHEAP services have been provided by Contractor, and to or for which Contractor has provided related services under other federal, State or non-governmental programs such as, but not limited to, public and private utility company programs, collectively "Associated Programs."

10.3.8.2 With respect to such list of clients, jobs, or properties, provide CSD and/ or the investigative entities or persons referenced in Section 10.1.1, access to client files or similar records and documents of the Associated Programs for the purpose of determining whether related services have been provided that result in duplicate billings or any violation of federal or State law, this Contract, or applicable federal and/or State LIHEAP guidelines.

10.3.8.3 For purposes of this Section 10.3.8:

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10.3.8.3.1 "Duplicate billing" is defined as receiving reimbursement from more than one funding source for the same expenditures or costs, whether in whole or in part, that Contractor incurs in connection with rendering a service to or for a client, job, or property, resulting in a total reimbursement to Contractor, from all sources, in excess of actual expenditures or costs incurred.

10.3.8.3.2 To the extent necessary to realize the objectives of this article, the term "Contractor" includes any subcontractor or agent of Contractor in possession of the files, records, or documents or other information bearing on related services under any relevant Associated Program.

10.3.8.4 It is understood that Contractor has no obligation to provide access to the client files, records, and documents of an Associated Program when no LIHEAP services have been provided and the client, job, or property is not required to be on the list furnished to CSD by Contractor, as provided herein.

10.3.8.5 In the event Contractor is unable to comply with the provisions of subsections 10.3.8.1 or 10.3.8.2 because of restrictions placed on Contractor by law in connection with an Associated Program, or restrictions imposed on Contractor pursuant to a binding written contract between Contractor and the funding source of such Associated Program, then Contractor shall so inform CSD by written declaration and provide supporting documentation for such declaration. Contractor shall, together with any declaration made, certify to CSD in writing that:

10.3.8.5.1 Contractor has not submitted duplicate billings to both LIHEAP and Associated Program; or

10.3.8.5.2 Contractor has not otherwise engaged in similar actions in violation of federal or state law.

10.3.9 CSD will host a File Transfer Protocol (FTP) Server and provide Contractor with specifications, documentation, and sample of FTP file configurations screens, as necessary, to enable Contractor to use the FTP Server to upload client files, records, and documents. Contractor shall submit client files, records, and documents via the FTP to allow CSD to complete an in-house review.

10.3.10 In the event that CSD determines that Contractor is not in compliance with material or other legal requirements of this Contract, CSD shall provide the observations, recommendations, or findings and request for a corrective action plan to Contractor in writing. Contractor shall submit to CSD a specific action plan for correcting the noncompliance.

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10.3.11 Collection of Disallowed Costs

10.3.11.1 In the event questioned costs are identified in a final decision on cost disallowance issued by CSD, Contractor shall comply with any demand for repayment, as specified in such final report.

10.3.11.2 *Time for response.* Contractor shall have no less than 30 calendar days from receipt of the final decision to tender payment to CSD or, alternatively, to provide CSD with complete and accurate information or documentary evidence in support of the allowability of questioned costs.

10.3.11.3 *Notice after review of further supporting evidence.* If Contractor challenges questioned costs and submits complete and accurate information or documentary evidence in support of the allowability of questioned costs as provided above in subsection 10.3.11.2, CSD shall, after consideration of Contractor's submission, accordingly, issue a revised Notice of Disallowed Costs, if any, no later than 30 days after receipt of Contractor's information or documentation. Contractor shall have 15 days from receipt of such Notice to tender payment or a repayment plan acceptable to CSD. In the alternative, Contractor may request a hearing in accordance with subsection 10.4.4 of this Contract, for CSD's final determination of disallowed costs.

10.3.11.4 All statements, notices, responses and demands issued in accordance with this Section shall be in writing.

10.3.11.5 CSD may, at its discretion, reasonably extend the time periods allowed for responses specified in this Section.

10.4 Enforcement Process - Noncompliance with Requirement of this Contract

10.4.1 Tax-Exempt Status Requirement

Nonprofit charitable organizations must maintain their 501(c)(3) tax-exempt status as a requirement for continued LIHEAP grant reimbursements and participation under the current Contract. All 501(c)(3) contractors shall notify CSD within one business day upon revocation of their tax-exempt status and cease all work performed under this Contract. CSD will halt all payments to Contractor while its nonprofit, tax-exempt status is revoked. Work performed prior to the revocation, but billed after such notice is received, shall be timely reimbursed to the Contractor. In addition, CSD may take additional enforcement steps consistent with federal and state law and this Contract.

10.4.2 General

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The authority for CSD Enforcement Actions, as defined in Section 10.4.3, for cost disallowances/ recovery of misused funds, and for de-designation of eligible entity status (collectively "Enforcement Process") is found in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR Part 75), and in state regulations, with particular reference to 22 CCR § 100875. In order to facilitate compliance with the cited authorities, the parties to this Contract agree that: 1) the present article shall guide, inform and clarify the Enforcement Process; 2) shall establish the procedures to be followed; and 3) establish the rights and obligations of the parties with respect to the Enforcement Process, for purposes of implementing the principles set out in the applicable legal authorities.

10.4.3 Enforcement Action, "High Risk" – Determination and Notice

10.4.3.1 If CSD determines that Contractor is not financially stable, and that Contractor's financial condition is so tenuous that its ability to implement this Contract is seriously compromised, or if CSD determines that Contractor has not complied with the requirements of this Contract and that Contractor's noncompliance constitutes a material breach of the Contract, CSD may initiate an Enforcement Action. For purposes of this article, "Enforcement Action" means the imposition of any of the following: a) special conditions and/or sanctions; b) a determination of cost disallowance; c) contract suspension; d) contract termination; or e) termination of Contractor's service provider status.

10.4.3.2 To initiate an Enforcement Action, CSD must provide Contractor with written notice of "high risk" designation, setting forth: 1) the factual and legal basis for the determination of noncompliance, upon which the "high risk" designation is based; 2) the corrective action(s) required; and 3) the date by which the corrective action must be taken and completed.

10.4.3.3 For purposes of this article, "material breach" means any act or omission by Contractor that is in contravention or disregard of Contractor's duties and obligations under the terms of this Contract and under applicable State and federal law, which act or omission:

10.4.3.3.1 Constitutes fraud or gross negligence by Contractor or its agent(s);

10.4.3.3.2 Is likely to result in significant waste and/or abuse of federal funds;

10.4.3.3.3 Has a significant adverse impact on Contractor's ability to meet its administrative, financial, or programmatic duties and obligations over the term of the Contract or a significant

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portion thereof;

10.4.3.3.4 Violates or otherwise disregards significant program guidance and other requirements of the Federal Government, whether issued directly or through CSD;

10.4.3.3.5 May have serious adverse effects and consequences on the Contractor's customers, employees, subcontractors, creditors, suppliers, vendors, or other stakeholders; or

10.4.3.3.6 May otherwise significantly and adversely affect the viability, effectiveness, or integrity of the program.

10.4.4 Special Conditions and Sanctions

10.4.4.1 "High risk" designation may include the imposition of Special Conditions, Sanctions and/or other special requirements with respect to Contractor's performance. CSD may impose Special Conditions and/or Sanctions upon a determination that such steps are reasonably necessary to address acute financial instability or a material breach of contract, as defined in Section 10.4.3, above.

10.4.4.2 Notice of Special Condition(s) and/or Sanction(s) shall be in writing and shall become effective on the date specified in the notice. Notice must contain the following information:

10.4.4.2.1 The nature of the Special Condition(s) and/or Sanction(s) being imposed;

10.4.4.2.2 The reason(s) for imposing Special Condition(s) and/or Sanction(s); and

10.4.4.2.3 The corrective actions that must be taken and the time allowed for completing them before CSD removes the Special Condition(s) and/or Sanction(s).

10.4.4.3 Special Conditions may include, but are not limited to:

10.4.4.3.1 Obtaining training and/or technical assistance;

10.4.4.3.2 The imposition of special or additional reporting requirements;

10.4.4.3.3 Special or conditional cost reimbursement requirements and procedures;

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10.4.4.3.4 The provision of documentation by Contractor; and/or

10.4.4.3.5 The requirement to amend or modify systems, procedures, and/or policies.

10.4.4.4 Sanctions may include, but are not limited to:

10.4.4.4.1 The suspension of advances and/or reimbursements; and/ or

10.4.4.4.2 The issuance of stop work orders.

10.4.4.5 Sanctions may not be imposed without a hearing being first held in accordance with applicable regulations, unless CSD reasonably determines on the basis of credible information that:

10.4.4.5.1 Substantial sums to be paid to Contractor have been or will be used in violation of law or the provisions of this Contract; or

10.4.4.5.2 The associated costs are otherwise very likely to be disallowed; and

10.4.4.5.3 If Sanctions are not immediately imposed, taxpayer dollars are at significant risk and are unlikely to be recovered.

10.4.4.6 Review of Special Conditions and/or Sanctions.

10.4.4.6.1 If Contractor elects to contest the action to impose Special Conditions and/or Sanctions, Contractor shall have five business days following receipt of Notice of Enforcement Action in which to show cause, in writing, why the Special Conditions or Sanctions should not be enforced.

10.4.4.6.2 CSD shall have five business days following receipt of Contractor's response to accept or reject Contractor's objection and to state in writing the consequences of the decision and Contractor's obligations going forward, if any.

10.4.4.6.3 Contractor may, within five business days of receipt of Notice of Enforcement Action, request an informal meeting for the parties to consider the merit of the Notice and to discuss alternative courses of action, which meeting CSD may agree to if, in its sole judgment, it determines the meeting would be helpful to the process, can be held expeditiously, and will not unduly cause delay or otherwise increase the risk of loss of taxpayer dollars.

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10.4.4.6.4 Contractor may, at any time, request in writing that CSD initiate the contract suspension or contract termination processes, to include the requisite hearings, as set out in 22 CCR § 100875.

10.4.4.6.5 Should Contractor fail to show cause why the Enforcement Action should not go forward, or should Contractor fail to request that CSD initiate either the contract suspension or termination processes, CSD may initiate such action upon its own motion.

10.4.4.6.6 Special conditions and sanctions shall remain in effect until the hearing procedure is completed, provided, with respect to sanctions, CSD reasonably determines that subsection 10.4.4.5 applies.

10.4.5 Cost Disallowance

10.4.5.1 If Contractor's non-compliance with the terms of this Contract results in an enforcement action, and if CSD determines that Contractor's non-compliance has resulted in questioned costs, CSD shall provide Contractor with a Statement of Questioned Costs along with the Notice of Enforcement Action, or at such later time in the Enforcement Process as questioned costs have been identified.

10.4.5.2 The Statement of Questioned Costs shall include:

10.4.5.2.1 A description of the costs questioned and the specified amount by type or category of costs;

10.4.5.2.2 The reason the costs are questioned, and the information and/or documentation required to justify payment of the costs; and

10.4.5.2.3 The timeframe and procedures for Contractor's submission of the required information or documentation to CSD.

10.4.5.3 If CSD determines that more information is required before a Statement of Questioned Costs can be issued or before a final determination of cost disallowance can be made, CSD may conduct an investigative audit of Contractor's records, files and books of account, or retain an audit firm for such purpose. Contractor agrees to cooperate fully in any audit conducted and to ensure that Contractor's agents, accountants and subcontractors cooperate in the performance of such audit. A report of any audit

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conducted shall be shared with Contractor, who shall be given ample opportunity to respond to findings and to submit information and documentation in support of the response. If Contractor fails to cooperate in the conduct of an audit, initiated pursuant to this subsection, CSD may either impose sanctions, as provided in subsection 10.4.3 or, if feasible, issue a Notice of Disallowed Costs.

10.4.5.4 After CSD has considered any information and/ or documentation submitted by Contractor in response to a statement of questioned costs or in response to an investigative audit report, CSD shall issue a Notice of Disallowed Costs, which notice shall include:

10.4.5.4.1 The amount of disallowed costs to be repaid, if any; and

10.4.5.4.2 The date by which repayment must be made or, in the alternative,

10.4.5.4.3 The date by which Contractor must submit a proposed repayment plan for consideration by CSD.

10.4.5.5 Before the expiry of five business days after receipt of a Notice of Disallowed Costs, Contractor may challenge the Notice of Disallowed Costs by requesting a hearing, conducted in accordance with the procedures set out in 22 CCR § 100875, for the purpose of adjudicating the matter of cost disallowance, provided however that either Contractor or CSD may opt to adjudicate other pending Enforcement Action matters, as provided in subsection 10.4.4.6. of this section, in a combined proceeding.

10.4.5.6 If Contractor fails to request a hearing to adjudicate cost disallowance, as provided in subsection 10.4.5.5, the Notice of Disallowed Costs shall be deemed final and Contractor shall comply with the provisions of the present Section 10.4.5.

10.4.5.7 Contractor will not be deemed to have complied with a Notice of Disallowed Costs until repayment is made or CSD has approved a repayment plan. In determining the acceptability Contractor's repayment plan, CSD shall take into consideration such factors as, but not limited to:

10.4.5.7.1 Federal requirements or conditions applicable to the grant(s) under which the disallowed costs were funded;

10.4.5.7.2 The exigencies of the grant program and CSD's ability to reallocate the funds repaid or otherwise dispose of the funds in accordance with applicable law;

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10.4.5.7.3 The risk of being unable to recover funding and the options for securing Contractor's repayment obligation; and

10.4.5.7.4 Contractor's financial condition and ability to pay.

10.4.6 Contractor shall remain on "high risk" until CSD reasonably determines that Contractor has complied with the requirements of the Notice of "High Risk" Designation, including verification by CSD that corrective measures have been implemented, that all conditions have been met and that disallowed costs have been repaid or, alternatively, that CSD has deemed Contractor's repayment plan to be acceptable and Contractor has demonstrated it is in compliance with the plan. Upon determination that Contractor has complied with the requirements of the Notice of "High Risk" Designation, CSD shall give Contractor written notice of such determination.

10.4.7 In the event Contractor's non-compliance with the terms and conditions of this Contract are not remedied through imposition of special conditions, and/or sanctions, thereby enabling CSD to remove "high risk" designation, CSD may initiate further Enforcement Actions involving Contract Suspension, Contract Termination and Termination of service provider status, which shall be initiated and conducted in accordance with the applicable provisions found in 22 CCR § 100875 and other applicable State and federal statutes and regulations.

10.4.8 Lien rights

The State retains lien rights on all funds advanced.

10.5 Service Delivery and Expenditure Requirements

10.5.1 Service Delivery and Expenditure of Funds

10.5.1.1 Contractor shall, in accordance with Government Code §16367.5, be afforded maximum flexibility and control, within the parameters of federal and state law, in the planning, administration, and delivery of LIHEAP services. Regardless of the modalities and techniques utilized, Contractor is obligated: a) to ensure that the maximum numbers of persons are served, consistent with the effective and efficient service delivery, with program requirements and with applicable law; and b) to fully expend program funds by the date identified in the contract.

10.5.1.2 A substantial failure to expend funds and provide services to readily available qualified applicants, except for compelling reasons beyond Contractor's control, shall be deemed prima facie evidence of breach of contract and may constitute grounds for "high risk" designation and the

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applicable remedies as provided in Section 10.4, "Enforcement Process – Noncompliance with the Requirements of this Contract." Such failure of performance may, in accordance with the provisions of this article, result in a reduction in Contractor's grant allocation and the redistribution of future funding to other performing service providers.

10.5.2 Contractor Expenditure and Reporting Requirements

Contractor shall be at 99% expenditure of the Contract by December 31, 2023.

10.5.2.1 CSD will monitor Contractor's expenditures to evaluate compliance with meeting expenditure requirement by December 31, 2023, for each program category, including capped budget items.

10.5.2.2 Contractor shall submit timely expenditure reports, that allow CSD to evaluate Contractor's ability to meet the December 31, 2023, expenditure date requirement. Based upon these reports, CSD may determine that Contractor has not met the expenditure requirement and is out of compliance with this Contract.

10.5.2.3 Should the Contractor's actual expenditure trend indicate the Contractor is unlikely to expend at least 99% by December 31, 2023, CSD will notify the Contractor no later than December 10, 2023 requesting the Contractor submit a request to expend beyond December 31, 2023.

10.5.3 Contractor's Upcoming Program Year LIHEAP Performance Allocation Methodology

CSD shall determine Contractors upcoming program year LIHEAP Contract Allocation Methodology based on performance expenditure requirements in Section 10.5.2. and distributed according to the following criteria:

10.5.3.1 Category A: If Contractor meets the performance requirements of Section 10.5.2 and reported no later than January 31, 2024, Contractor will receive their full allocation and a percentage of any redistributed funds not allocated to another contractor that fall into Category C, in Section 10.5.3.3.

10.5.3.2 Category B: If Contractor expends 99 percent of their allocation by February 28, 2024 and reported no later than March 31, 2024, Contractor will receive their full allocation but will not be eligible to receive any redistributed funds.

10.5.3.3 Category C: If Contractor does not expend at least 99 percent of their allocation by February 28, 2024 and reported no later than March 31,

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2024, the 2024 LIHEAP allocation will be offset by the balances remaining recorded as of the December 31, 2023 expenditure period reported no later than January 31, 2024.

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CERTIFICATIONS AND ASSURANCES

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ARTICLE 11 - FEDERAL AND STATE POLICY PROVISIONS

11.1 Certifications

11.1.1 Contractor's signature affixed to this Contract shall constitute a certification that to the best of its ability and knowledge it will, unless exempted, comply with the provisions set forth in the following:

11.1.1.1 Drug-Free Workplace Requirements, Contractor Certification Clauses 04/2017 (CCC-04/2017)

11.1.1.2 National Labor Relations Board Certification (CCC-04/2017)

11.1.1.3 Expatriate Corporations (CCC-04/2017)

11.1.1.4 Domestic Partners (CCC-04/2017)

11.1.1.5 Labor Code/Workers' Compensation (CCC-04/2017)

11.1.1.6 Americans with Disabilities Act (CCC-04/2017)

11.1.1.7 Contractor Name Change (CCC-04/2017)

11.1.1.8 Resolution (CCC-04/2017)

11.1.1.9 Air or Water Pollution Violation (CCC-04/2017)

11.1.1.10 Safeguarding Access to State Data (Department of Finance, Budget Letter 04-35)

11.1.1.11 Safeguarding Against and Responding to a Breach of Security Involving Personal Information (Office of Information Security and Privacy Protection, Management Memo 08-11).

11.1.2 The above documents are hereby incorporated by reference into this Contract. To access these documents, please visit the CSD Local Agencies Portal at https://agencies.csd.ca.gov/home/Energy/Pages/Resources.aspx.

11.1.3 Executive Order N-6-22 – Russia Sanctions. On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to

terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

11.2 Provisions for Federally Funded Grants

11.2.1 Contractor certifies that it possesses legal authority to apply to the State for LIHEAP funds and assures compliance with the purposes as set forth in 42 USC §§ 8621 et seq., as amended.

11.2.2 Eligibility to Receive Federally Funded Public Benefits

Pursuant to the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (PRWORA) (Public Law (Pub. L.) 104-193), as amended, and Executive Order W13596, dated August 27, 1996, while in effect, applicants for federally funded public benefits are required to provide proof of U.S. citizenship, U.S. non-citizen national, or qualified alien status. (8 USC §§ 1611, 1612, & 1642.) Contractor shall verify client eligibility in accordance with CSD Applicant Verification of Eligibility Procedures and Regulations, forms, and other written guidance provided by CSD.

11.2.3 Under the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA) Section 508, and NO VERIFICATION REQUIREMENT FOR NONPROFIT CHARITABLE ORGANIZATIONS, Section 432 (d) of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (8 USC § 1642 et seq.) as amended, Nonprofit Charitable Organizations are exempt from the requirement to determine, verify, or otherwise require proof of U.S. citizenship, U.S. non-citizen national, or qualified alien status of any applicant for such benefits in providing any Federal public benefit (as defined in 8 USC § 1611(c)) or any State or local public benefit (as defined in 8 USC § 1621(c)). (Pub. L. 104-208, Title V, Section 508; and 8 USC § 1642(d)).

11.2.4 Federal Funding Accountability and Transparency Act reporting requirement (FFATA) (Pub. L. 109-282).

Pursuant to the FFATA, CSD is required to report information regarding contractors (sub-awardees) receiving LIHEAP funds. Contractor must complete CSD form 279 and return with the Contract to enable CSD to comply with FFATA reporting requirements.

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CSD may issue guidance and/or Amendment(s) to this Contract, establishing additional reporting requirements as necessary to ensure compliance with the FFATA or other Federal and State regulations, as applicable.

11.2.5 Salary Limitation – Federal Executive Level II. Federal funds for grant programs consistently include a provision as part of the Consolidated Appropriations Act of 2017 (e.g., Pub. L. 115-31, May 5, 2017) from Congress that the amount that "shall be used to pay the salary of an individual, through the grant or other extramural mechanism" including non-federal share, must not exceed the amount of the Federal Executive Level II salary for that calendar year. This amount is published annually by the U.S. Office of Personnel Management and can be found on their website at https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/2017/executive-senior-level under the "Rates of Pay for the Executive Schedule" link. This amount reflects an individual's base salary exclusive of fringe benefits and any income that an individual may be permitted to earn outside of the duties of the non-Federal entities organization. This salary limitation also applies to subawards, contracts, and subcontracts under an ACF grant or cooperative agreement.

11.2.5.1 Federal Funds Accountability and Transparency Act (FFATA) Requirements. Awards under these programs are included under the provisions of P.L. 109-282, the "Federal Funds Accountability and Transparency Act of 2006" (FFATA). Under this statute, the grant recipient is required to report information regarding executive compensation and all subawards, contracts, and subcontracts in excess of $25,000 through the Federal Subaward Reporting System (https://www.fsrs.gov/) and in accordance with the terms found in Federal regulations at 2 CFR Part 170, including Appendix A.

11.2.6 Human Trafficking Provisions. Contractor is subject to the requirements of Section 106(g) of the "Trafficking Victims Protection Act of 2000" (22 USC § 7104). The full text of this requirement can be found at https://www.acf.hhs.gov/grants/award-term-and-condition-for-trafficking-in-persons.

11.2.7 Prohibition on Use or Procurement. Pursuant to the "Prohibition on certain telecommunications and video surveillance services or equipment" (2 CFR § 200.216), contractors are prohibited from expending grant funds on "equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities)". The full text of this requirement can be found at Electronic Code of Federal Regulations (eCFR).

11.3 Federal Certifications Regarding Debarment, Suspension, and Related Matters

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Contractor hereby certifies to the best of its knowledge that it or any of its officers, or any subcontractors:

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

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

11.3.3 Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in Section 11.3.2 above of this certification; and

11.3.4 Have not within a three-year period preceding this Contract had one or more public (federal, state, or local) transactions terminated for cause or default.

11.3.5 If any of the above conditions are true for the Contractor or any of its officers, Contractor shall describe such condition and include it as an attachment to the Contract. Based on the description, CSD in its discretion may decline to execute this Contract or set further conditions for this Contract. In the event any of the above conditions are true and not disclosed by Contractor, it shall be deemed a material breach of this Contract, and CSD may terminate this Contract for cause immediately pursuant to the termination provisions of State and federal law governing the Low-Income Home Energy Assistance Program.

11.3.6 As provided in this article, Contractor must certify in writing to the best of its knowledge that any subcontractor(s) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.

11.3.7 No entity may participate in LIHEAP in any capacity or be a recipient of LIHEAP funds if the organization has been found ineligible for participation in federal assistance programs or activities. (Executive Orders 12549 and 12689, 2 CFR Parts 180 and 376.) All Contractors must obtain a DUNS number, or a Unique Entity Identifier assigned by the System for Award Management (SAM), if they do not already have one. CSD will check the SAM to verify that the Contractor is not debarred, suspended, or ineligible. See 45 CFR §§ 75.342 and 75.352.

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11.4 Affirmative Action Compliance

11.4.1 Each contractor or subcontractor with 50 or more employees and a contract of $50,000 or more shall be required to develop a written Affirmative Action Compliance Program.

11.4.2 The written program shall follow the Equal Employment Opportunity clause obligations set forth in Title 41 of the Code of Federal Regulations, Subtitle B, Section Part 60-1.40, Part Sections 60-2.10 through 60-2.32, and Part Sections 60-741.1 through 60-741.47.

11.4.3 Each contractor or subcontractor with less than 50 employees shall comply with Executive Order 11246, Part II, Section 202, as amended by Executive Order 11375. Contractor shall ensure that subcontractors falling within the scope of this provision shall comply in full with the requirements thereof.

11.5 Nondiscrimination Compliance

11.5.1 Contractor's signature affixed hereon shall constitute a certification that to the best of its ability and knowledge will, unless exempted, comply with the nondiscrimination program requirements set forth in this section.

11.5.2 Contractor hereby certifies compliance with the following:

11.5.2.1 Federal Executive Order 11246, as amended by Executive Order 11375, relating to equal employment opportunity;

11.5.2.2 Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 USC §§ 2000d et seq. and 2000e et seq.);

11.5.2.3 The Rehabilitation Act of 1973, as amended (29 USC §§ 701 et seq.);

11.5.2.4 Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended (38 USC § 4211 et seq.; 41 CFR Subtitle B, Part 60-300);

11.5.2.5 Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (41 CFR Subtitle B, Chapter 60, as amended); and

11.5.2.6 Americans with Disabilities Act of 1990 (Pub. L. 101-336; 42 USC § 12101 et seq.).

11.6 Contractor Fair Hearing - Civil Rights Act Violation

11.6.1 In the event of any violation or alleged violation of Title VI of the Civil Rights Act of

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1964, as amended, (42 USC § 2000d et seq.) Contractor has the right to request a fair hearing in response to such violation or alleged violation within 30 calendar days from the date of such action.

11.6.2 The State shall conduct such fair hearing in accordance with Title 45, Code of Federal Regulations, Part 81.

11.7 Specific Assurances

11.7.1 Pro-Children Act of 1994

11.7.1.1 In accordance with Title XII of Public Law 103-227, the "PRO-KIDS Act of 1994," smoking may not be permitted in any portion of any indoor facility owned or regularly used for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs whether directly or through State, Territories, local and Tribal governments. Federal programs include grants, cooperative agreements, loans and loan guarantees, subawards, and contracts. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions or facilities and used for inpatient drug and alcohol treatment.

11.7.1.2 The above language must be included in any subawards that contain provisions for children's services and that all subawards shall certify compliance accordingly. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to $1,000 per day.

11.7.2 American-Made Equipment/Products

Contractor shall assure, pursuant to the Buy American Act of 1933 (41 USC § 8301 et seq.), to the extent practicable, that all equipment and products purchased with funds made available under this Contract shall be American made.

11.7.3 Federal and State Occupational Safety and Health Statutes

Contractor assures that it shall be in compliance with the provisions as set forth in Federal and State Occupational Safety and Health Statutes: the California Safe Drinking Water and Toxic Enforcement Act of 1986 (Health & Safety Code §§ 25249.5 et seq.); Universal Waste Rule (Hazardous Waste Management System: Modification of the Hazardous Waste Recycling Regulatory Program) (63 FR 71225, codified at 40 CFR Parts 266 & 273); and California Workers' Compensation laws (Labor Code §§ 3200 et seq.).

11.7.4 Political Activities

Attachment: 2023 LIHEAP Contract (RES-2023-69 : 2023 LIHEAP 23B-5021 Contract for Energy Assistance and Weatherization)

SUBVENTION CONTRACT

11.7.4.1 Contractor shall refrain from all political activities if such activities involve the use of any funds that are the subject of this Contract.

11.7.4.2 Contractor is prohibited from any activity that is designed to provide voters or prospective voters with transportation to the polls or to provide similar assistance in connection with an election if such activities involve the use of any funds that are subject to this Contract.

11.7.5 Lobbying Activities

11.7.5.1 Contractor shall refrain from all lobbying activities if such activities involve the use of any funds that are the subject of this Contract or any other fund, programs, projects, or activities that flow from this Contract.

11.7.5.2 If Contractor engages in lobbying activities, Contractor shall complete, sign and date the CERTIFICATION REGARDING LOBBYING/DISCLOSURE OF LOBBYING ACTIVITIES, as required by the HHS (45 CFR Part 93, Appendix A).

Attachment: 2023 LIHEAP Contract (RES-2023-69 : 2023 LIHEAP 23B-5021 Contract for Energy Assistance and Weatherization)

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ARTICLE 12 - GENERAL TERMS AND CONDITIONS GTC 04/2017

Contractor may find the required California General Terms and Conditions (GTC 04/2017) at the following web address:

https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language

Click the "GTC 04/2017" link to download the current requirements.

Attachment: 2023 LIHEAP Contract (RES-2023-69 : 2023 LIHEAP 23B-5021 Contract for Energy Assistance and Weatherization)

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ARTICLE 13 - DEFINITIONS

All terms used in this Contract shall be those as defined in applicable federal and state law (see 42 USC §§ 8621 et seq. and Government Code § 16367.5) and regulation (see 45 CFR Part 96 and 22 CCR § 100800), or as more specifically defined as:

Administrative Costs: Actual costs for auxiliary functions such as salaries, wages, workers compensation, and fringe benefits for administrative staff, facilities, utilities, office and computer equipment, telephone, travel, accounting, auditing, monitoring assistance, office supplies, and like services necessary to sustain the direct effort involved in administering a grant program or an activity providing services to the grant program. Includes incurred costs associated with participation and attendance to policy advisory committee meetings and workgroups.

Contract: The complete contents of this contract entered into by and between CSD and Contractor, including all rights, duties, and obligations, whether expressed or implied, required toward the legal performance of the terms hereof.

Amendment: A formal change to the Contract of a material nature including but not limited to the term, scope of work, or name change of one of the Parties, or a change of the maximum amount of this Contract.

Authorized Agent: The duly authorized representative of the Board of Directors of Contractor and duly elected or appointed, qualified, and acting officer of CSD. In the case of Contractor, CSD shall be in receipt of board resolution affirming an agent's representative capacity to bind Contractor to the terms of this Contract.

CSD Program Advisory (CPA): The purpose of the CPA is to provide information, correct problems, contradictions and uncertainty. A CPA serves as short-term guidance to inform or direct immediate action to correct a problem or provide relief from an obligation.

CSD Program Notice (CPN): The purpose of the CPN is to supplement contractual requirements and facilitate program implementation. A CPN serves as long term guidance to summarize or interpret regulations or contract requirements.

Call-Back: A call-back is a visit from Contractor that occurs when a measure fails (either during inspection, or later within the warranty period) and must be corrected by the Contractor. The required warranty periods are defined in CSD's TRM. Warranty corrections and apply to both the LIHEAP and DOE weatherization programs.

California Certified Inspector/Risk Assessor Contractor: An individual who is certified by the State of California, Department of Health Services, as a lead-related construction Inspector/Risk Assessor.

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California Energy Commission (CEC) Climate Zone: The CEC established 16 climate zones that represent a geographic area and that have a particular weather pattern. These climate zones are based on energy use, temperature, weather, and other factors that determine the types of building standards that are subject to the Title 24 Energy Efficiency Standards and that dictate the energy conservation measures that must be installed in a weatherized dwelling, as required by law.

Certification Date: The date the applicant is deemed eligible and the Contractor commits to provide services. The certification date should not be before the intake date.

Certified Lead-Free: Residential property that has been determined by a California Certified Inspector/Risk Assessor Contractor to be absent from the presence of lead-based paint.

Certified Lead-Safe: Residential property in which lead-painted surfaces are intact and/or have been treated with measures to stabilize and eliminate lead-paint hazards and that, as such, poses no immediate threat to the occupants as determined by a California Certified Inspector/Risk Assessor Contractor.

Certified Translator: A translator that has been certified to translate a specific language and are often members of a professional translation association such as American Translators Association and American Literary Translators Association, etc.

Children: Members of a household who have not attained their 19th birthday.

Client Education/Counseling: Includes, but is not limited to, providing client with written information describing energy-saving behavioral adjustments that will decrease the energy consumption of the household; providing client with resource information, referral, and budget counseling in order to assist clients in achieving self-sufficiency; providing client with mold and lead-safe education and advising client of the benefits of weatherization in their homes.

Client Intake: Includes, but is not limited to, the process of completing an intake form and reviewing applicant documentation in order to verify eligibility.

Client Needs Assessment: The act of acquiring additional and appropriate information from an eligible client to determine the needs that can be served by Contractor and other available programs after eligibility has been established.

Contractor: The entity (partnership, corporation, agency, or association) designated on the face sheet (STD 213) of this Contract.

CORE: Combined Output Reporting Engine (CORE) System: Software used by CSD's Local Service Providers to submit Utility Assistance, Wood, Propane, and Oil transaction records for validation and further processing.

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Crisis: Weather-related and/or supply-shortage emergencies and other household energy-related emergencies that negatively impact the energy-related economic conditions of low-income households. A crisis can be caused by:

a. Cold or hot weather-related events, such as flood, earthquake, tornado, hurricane, ice storm/freeze; or events meeting such other criteria as the Governor, and/or the President of the United States, at their discretion, and/or their designee, including CSD, may determine to be appropriate; or

b. Geopolitical events, such as wars, terrorism, civil disturbances, and embargoes, including geopolitical events that negatively impact the energy-related economic conditions of low-income households.

CSD: The State of California Department of Community Services and Development.

Database Transfer: A method wherein contractors utilize a local database platform to provide CSD with downloaded client and other program data.

Di Minimis Levels: The amount of lead paint disturbed in a dwelling is comprised of 2 square feet per room of interior surfaces, or 20 square feet of exterior surface, or 10% of a small component, e.g., windowsill, baseboards, and trim. When calculating the di minimis level, the entire surface of the component must be included in the computation. For example, when replacing a 2 x 3 foot window, the de minimis level would be 6 square feet and would exceed the maximum allowance for interior surfaces and the unit would be subject to HUD Regulation.

Diagnostic Testing: Series of testing protocols performed under the weatherization program involving the use of specialized tools to assess: the operating condition of combustion appliances for general safety and carbon monoxide emission levels, and pressurized diagnostic testing procedures to assess the integrity of building envelopes and duct systems for leakage and outside air infiltration. Diagnostic tests shall only be performed by qualified individuals possessing the required skill and training needed to perform diagnostic testing activities.

Direct Services: The portion of the LIHEAP funding to carry out the provisions of LIHEAP services and activities of this Contract, to include: Weatherization, Energy Crisis Intervention Program (ECIP) Services (excluding Utility Assistance), and Wood Propane and Oil (WPO).

DOE:The United States (U.S.) Department of Energy that provides funds for the Weatherization Assistance Program for Low-Income Persons. This program is authorized by Title IV of the Energy Conservation and Production Act (Pub. L. 94-385; 42 USC § 6801). The federal regulations for this program are in 10 CFR Part 440.

Dwelling Assessment: The process used to evaluate the service needs of an eligible dwelling for weatherization services offered under the DOE and LIHEAP weatherization programs. An

Attachment: 2023 LIHEAP Contract (RES-2023-69 : 2023 LIHEAP 23B-5021 Contract for Energy Assistance and Weatherization)

assessment shall be performed by qualified individuals possessing the required skill and training needed to perform assessment activities.

Dwelling Unit: A house, including a stationary mobile or manufactured home, an apartment, a group of rooms, or a single room occupied as separate living quarters.

EHA-16:A term used to reference Emergency Crisis Intervention Program, Home Energy Assistance Program and Assurance-16 service components.

Elderly:An individual 60 years of age or older.

Electric Base Load Measure: A subcategory of weatherization measures designed specifically to reduce energy consumption in the areas of lighting and electrical appliances. Allowable electric base load measures include compact and torchiere fluorescent lamps, microwave ovens, refrigerator replacements, and electric water heater timers.

Electronic File:A contract or other record created, generated, sent, communicated, received, or stored by electronic means.

Emergency:Meets the federal definition at 42 USC § 8622(1) and shall be defined as being any one or more of the following conditions:

a. A natural disaster (whether or not officially declared);

b. A significant home energy supply shortage or disruption;

c. An official declaration of a significant increase in:

   i. Home energy costs;

   ii. Home energy disconnection;

   iii. Enrollment in public benefit programs; or

   iv. Unemployment and layoffs;

d. An official emergency declaration by the Secretary of Health and Human Services.

In those situations where there is not an official federal, state, or local declaration of emergency, e.g., an undeclared natural disaster or a significant home energy supply shortage or disruption that affects a low-income individual, an emergency will be deemed to exist by CSD where there is imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services.

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Energy Burden: The expenditures of the household for home energy divided by the income of the household.

Energy Conservation Measures (also known as Weatherization Measures): A wide variety of measures installed in or applied to the dwelling to increase the energy efficiency or to reduce the total energy expenditures of the dwelling.

Environmental Inspection: A visual assessment and sampling which includes asbestos, lead and radon when allowable per the contract. Environmental inspections shall be in accordance with all CSD policies and procedures and in compliance with all Federal and State regulations. Allowable costs include actual labor costs while on the jobsite and testing fees associated with the inspection.

Evaporative Cooler Repairs: Repair or replacement of filter pads, water pumps, belts, motors, or other components that promote efficient operation of the unit.

Final Allocation: The actual amount of funds available to Contractor under this Contract, as calculated pursuant to Title 22, California Code of Regulations, Section 100830 after CSD receives the notice of grant award for the full annual allocation based on the appropriation by Congress for the Federal Fiscal Year, and as publicly announced by CSD's Director or designee, subsequent to the execution of this Contract.

General Heat Waste Measures: A subcategory of weatherization measures designed specifically to improve energy efficiency by reducing general heat and cooling waste within the dwelling. Measures are intended to be relatively low-cost items that are quickly and easily installed with a total measure costs, including labor.

General Operating Costs: Costs that are directly allocable to those costs defined as related facilities, office and computer equipment, office supplies, telephone and travel as allowable program costs.

Hazardous Condition: Any condition posing an immediate health and safety threat to the client and/or persons working in the dwelling unit. Hazardous conditions include but are not limited to: Combustion Appliance Safety (CAS) hazards, appliance-related hazards, and electrical hazards as defined in the CSD TRM.

Heating/Air Conditioning Appliance Repairs/Replacements: The complete unit replacement, adjustments of gas pressure and/or air/fuel mixture, replacement of thermocouples, adjustment of refrigerant charge, filter replacements, or other component repairs or replacements necessary for safe and efficient operation.

Health and Safety Measures: A subcategory of weatherization measures installed to mitigate health and safety hazards generated by combustion appliances and to preserve or improve indoor

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air quality. These measures include CO alarms, smoke alarms, heating/cooling and water heater repairs and replacements, Environmental Hazard Work weatherization and kitchen cooking appliance repair and replacements.

Highest Home Energy Needs: The home energy requirements of a household determined by taking into account both the energy burden of such household and the unique situation of such household that results from having members of vulnerable populations, including very young children (0-5), individuals with disabilities, and frail, older individuals (60+).

Home Energy Rating System (HERS) Provider, also referred to as HERS Rater: An entity or individual recognized by the California Energy Commission as a HERS Provider and certified in performing the necessary field and diagnostic testing verifications for demonstrating compliance with the 2016 Building Energy Efficiency Standards.

HUD Unit:A housing unit participating in a U.S. Department of Housing and Urban Development (HUD) Assisted Housing Program.

Infiltration Reduction Measures: A subcategory of weatherization measures installed in or applied to dwellings to reduce or stop the uncontrolled flow of conditioned air out of the dwelling or the uncontrolled flow of outside air into conditioned areas in the dwelling. Infiltration reduction is best accomplished with shell leakage technology

Intake Date:The date the Contractor receives or accepts the application.

Interim Allocations: Incremental releases of Continuing Resolution appropriations by CSD to fund LIHEAP Direct Services and Utility Assistance program activity under this Contract.

Interest Income: The interest earned by a Contractor directly generated or earned as a result of unexpended LIHEAP grant funds at the end of a contract term period. The interest earned by a Contractor is income generated as a result of depositing federal funds in an interest-bearing account.

Labor and Material Measures: Those measures where the measure reimbursement is based on the combined total of labor and material and the quantity of the measure itself is not limited to a specific amount per weatherized dwelling.

Labor and Material Single-Quantity Measures: Those weatherization measures where the reimbursement is based on the combined total of labor and material cost and the maximum quantity of the measure is limited to a single item per weatherized dwelling.

Liability Insurance: Insurance coverage to protect against claims alleging one's negligence or inappropriate action resulting in bodily injury or property damage. Related costs shall mean those actual costs allocated for insurance bonds, general liability insurance, and pollution occurrence insurance. Pollution occurrence insurance is optional.

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Major Vehicle and Field Equipment Costs: Actual costs associated with the purchases of vehicles, office equipment and field equipment $10,000 or greater per unit used for the purpose of delivery of direct services. Pre-approval from CSD is required. Field equipment means diagnostic equipment and related equipment. Purchases must follow all federal and state rules and regulations governing LIHEAP pertaining to procurement standards.

Materials:Materials are those allowable items that are installed in or on the dwelling. All materials shall be in conformance with the CSD TRM and 10 CFR Part 440 Appendix A – Standards for Weatherization Materials.

Maximum Amount: The dollar amount reflected on line 3 of the face sheet (STD 213) of this Contract, as amended to reflect the Final Allocation for the term of this Contract.

Migrant Farm Worker: A seasonal farm worker who performs or has performed farm work during the eligibility determination period (any consecutive 12 month period within the 24 month period preceding application for program benefits and/or services) that requires travel such that the worker is unable to return to his/her domicile (permanent place of residence) within the same day. Migrant farm worker is not a term used in the contract but is captured for reporting purposes in CSD's Weatherization Database, EARS and Intake Form (CSD 43).

Minor Vehicle and Field Equipment Costs: Actual costs associated with the purchase of vehicle, office equipment and field equipment under $10,000 per unit used for the purpose of delivery of program services. Purchases must follow all federal and state rules and regulations governing LIHEAP pertaining to procurement standards.

Mobile or Manufactured Home: A manufactured home regulated by the California Department of Housing and Community Development (HCD) that is built on a trailer chassis and designed for highway delivery to a permanent location, and it can be a single-, double-, or triple-wide home. To receive weatherization services under a CSD program, a mobile home must be a permanent, full-time residential dwelling, with a floor area of at least 330 square feet.

Modified Dwelling Assessment: The process used to evaluate the limited service needs of an eligible dwelling that has been previously weatherized under the DOE or LIHEAP weatherization programs. The assessment is limited in scope and does not encompass a re-assessment of the entire dwelling unless measures have exceeded their useful life under LIHEAP. Assessments limited to ECIP EHCS work on dwellings not receiving weatherization services are to be included in the cost of the ECIP measure. An assessment shall be performed by qualified individuals possessing the required skill and training needed to perform assessment activities.

Modification: An immaterial change to this Contract that does not require an Amendment.

Attachment: 2023 LIHEAP Contract (RES-2023-69 : 2023 LIHEAP 23B-5021 Contract for Energy Assistance and Weatherization)

Multi-Unit Dwellings (MUD) also known as Multi-Family Buildings (MFB): Defined as residential dwelling structures containing more than one residential unit within a single building, including: duplexes, triplexes, fourplexes, and multi-unit apartments. For purposes of travel reimbursement to Contractors and shell leakage testing, Multi-Unit Dwellings are defined as multi-unit dwellings, e.g., apartments, with five or more attached residential units.

Natural Disaster: A weather event (relating to cold or hot weather), flood, earthquake, tornado, hurricane, or ice storm, or an event meeting such other criteria as the Secretary of Federal Department of Health and Human Service, in the discretion of the Secretary, may determine to be appropriate. For the purpose of the CSD Disaster Relief Plan, emergency services may be provided to low-income individuals and families affected by a natural disaster when the event is declared by a Presidential or Gubernatorial Order as a Federal or State Emergency.

Nonprofit charitable organization: Is defined by the Internal Revenue Code, Section 501(c) (3) (26 USC § 501(c)(3)). Section 501(c) (3) is a tax law provision granting exemption from the federal income tax to nonprofit organizations. 501(c)(3) exemptions may apply to corporations, and any community chest, fund, or foundation, organized and operated exclusively for religious, charitable, scientific, testing for public safety, literary, or educational purposes, or to foster national or international amateur sports competition, or for the prevention of cruelty to children or animals.

Outreach and Its Related Costs: Outreach activities are designed to ensure that eligible households, especially households with elderly and/or disabled individuals with high home energy burdens, are made aware of the assistance available. Costs relating to these activities may include: developing outreach materials (flyer/brochure information packets), advertising costs, printing costs, outreach mailers to targeted households, travel to outreach sites and related facilities, site costs, and the referral of eligible households to assistance providers in the community. Intake and assisting with the completion of an intake form are not considered outreach or a related cost.

Parties: CSD on behalf of the State of California, and the Contractor.

Pledge: A guarantee of payment or promise to pay made by the Contractor to the Utility Company via phone, fax, e-mail or webservice and guaranteed by CSD.

Pledge Date: The date in which the Contractor contacts the Utility Company via phone, fax, e-mail or webservice to pledge a payment on behalf of the applicant.

Pledge Timeframe: A set length of time, beginning on the date the Contractor makes the pledge and ends after a fixed number of days.

Program: Weatherization, HEAP, ECIP, and Assurance 16 services provided under 42 USC §§ 8621 et seq., as amended.

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Program Income: Program income means gross income earned by Contractor that is directly generated by a supported activity or earned as a result of the Federal award during the period of performance except as provided in 45 CFR § 75.307(f). "During the period of performance" is the time between the time in which the CSD may incur new obligation to carry out the work authorized under the award.

Reweatherization: Once a dwelling has been submitted to CSD for reimbursement as a completed unit, any subsequent weatherization services provided to the dwelling shall be considered reweatherization.

Ride-along: A representative of the Contractor who accompanies a designated third-party inspector while performing on-site inspections. CSD requires that, when possible, a ride-along be sufficiently trained to make necessary corrections during inspections, thereby minimizing or eliminating the need for return trips that may inconvenience the client and/or require re-inspection in accordance with the CSD TRM.

Seasonal Farm Worker: A person who during the eligibility determination period (any 12 month period within the 24 month period preceding application for program benefits and/or services) was employed at least 25 days in farm work or earned at least $400 in farm work and who has been primarily employed in farm work on a seasonal basis, without a constant year-round salary. Seasonal farm worker is not a term used in the Contract but is captured for reporting purposes in CSD's Weatherization Database, EARS and Intake Form (CSD 43).

Separate Living Quarters: Living quarters in which the occupant(s) do not live and eat with any other person(s) in the structure and which have either: (1) direct access from the outside of the building or through a common hall; or (2) complete kitchen facilities for the exclusive use of the occupant(s). The occupant(s) may be a single family, one person living alone, two or more families living together, or any other group of related or unrelated persons who share living arrangements.

Single-Family Dwelling: A dwelling structure containing no more than one dwelling unit. For the purposes of travel reimbursement and shell leakage testing, a single-family dwelling is defined as a one-unit, single-family dwelling or a one-unit, single-residential housing dwelling with one to four attached units.

Single Quantity Fixed-Fee Measures: Those weatherization measures with an assigned fixed-fee reimbursement and which limit the maximum quantity of the measure/service to a single item per weatherized dwelling.

State: The State of California Department of Community Services and Development.

Attachment: 2023 LIHEAP Contract (RES-2023-69 : 2023 LIHEAP 23B-5021 Contract for Energy Assistance and Weatherization)

SUBVENTION CONTRACT

Subcontractor: An entity (partnership, corporation, association, agency, or individual) that enters into a separate contract or agreement with Contractor to fulfill direct program or administrative tasks in support of this Contract.

Subcontract: A separate contract or agreement entered into by and between Contractor and Subcontractor to fulfill direct program or administrative tasks in support of this Contract.

Useful Life: Useful life means the length of time a Weatherization or ECIP HCS measure is expected to be useable.

Utility Assistance Funding: The portion of LIHEAP funding used to provide utility assistance services under ECIP Fast Track and HEAP Electric and Gas. These funds are administered by Contractor but paid to eligible clients – or to utility companies on the client's behalf – by CSD from Contractor's allocated amount of funding.

Vendor: An individual, sole proprietorship, firm, partnership, corporation, or any other business venture from which materials and goods are supplied and purchased.

Vulnerable Populations: Young children (ages 5 years or under), disabled, and elderly persons (ages 60 or older).

Weatherization Training and Its Related Costs: Costs associated with the training of personnel or subcontractors as specified in Article 9.1 of this Contract. Training may also include internal Contractor training, and attendance at weatherization-related training to include system training or other forms of weatherization training sponsored by DOE, CSD, and/or other organizations. Related costs may include salary/wages, materials, fees and travel. Excludes incurred costs associated with participation and attendance at policy advisory committee meetings and workgroups.

Workers' Compensation: Insurance that covers medical and rehabilitation costs and lost wages for employees injured at work. Workers' compensation shall mean those actual costs associated with workers' compensation coverage for program staff whose salaries and wages are chargeable under program costs.

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ARTICLE 14 - TABLE OF FORMS AND DOCUMENTS INCORPORATED BY REFERENCE

The following forms and documents are available on the CSD Local Agencies Portal at https://agencies.csd.ca.gov/home/Energy/Pages/Contracts.aspx.

14.1 Forms to be returned with signed contract:

14.1.1 Certification Regarding Lobbying/Disclosure of Lobbying Activities;

14.1.2 Agency Staff and Board Roster (CSD 188);

14.1.3 Federal Funding Accountability and Transparency Act Report (CSD 279);

14.1.4 2023 LIHEAP Production Plan (CSD 622);

14.1.5 Agency Local Plan; and

14.1.6 Public Website Update Form (CSD Form 251).

14.2 The following documents are hereby incorporated by this reference:

14.2.1 2023 LIHEAP Numbers, Contractors, and Service Territories;

14.2.2 Agency Local Plan;

14.2.3 State Administrative Manual Section 5300 at http://sam.dgs.ca.gov/TOC/5300.aspx;

14.2.4 Reimbursement Rates for Weatherization and EHCS Activities;

14.2.5 Statewide Information Management Manual at https://cdt.ca.gov/policy/simm/;

14.2.6 Supplemental Audit Guide;

14.2.7 CSD Weatherization Training Program Requirements Matrix; and

14.2.8 Direct Pay Utility Pledge Timeframe.

14.3 The following CPA's and CPN's are hereby incorporated by reference:

14.3.1 CPA-A-12-01 Program Procedure Guidance with NCB Procurement Worksheet;

14.3.2 CPA-E-18-005 Expenditure Reconciliation Policy and Procedure;

Attachment: 2023 LIHEAP Contract (RES-2023-69 : 2023 LIHEAP 23B-5021 Contract for Energy Assistance and Weatherization)

SUBVENTION CONTRACT

14.3.3 CPN-A-17-01 Equipment Use and Disposition Requirements;

14.3.4 CPN-A-18-01 Program Income;

14.3.5 CPN-E-19-001 Working Capital Advance;

14.3.6 CPN-E-19-002 Energy Reimbursement Policies and Procedures;

14.3.7 CPN-E-20-01 SWEATS Policy;

14.3.8 CPA-E-20-01 COVID-19 Guidance and Program Relief

14.3.8.1 CPA-E-20-01E Guidance and Program Relief for LSPs Impacted by COVID-19

14.3.9 CPA-A-20-02 Administrative Relief from Loss of Operations Due to COVID-19 Crisis

14.3.10 CPN-E-20-02 PSPS Emergency Preparedness Pilot Policy;

14.3.10.1 CPN-E-20-02E PSPS Emergency Preparedness Pilot Policy Errata

14.3.10.2 CPN-E-20-02M PSPS Emergency Preparedness Pilot Policy

14.3.10.3 CPN-E-20-02M2 PSPS Emergency Preparedness Pilot Policy Modification

14.3.10.4 CPN-E-20-02M3 PSPS Emergency Preparedness Pilot Policy

14.3.11. CPN-E-20-03E7 Payment of Wages and Benefits COVID-19 Errata 7

14.3.12 CPN-E-20-05 Transferring Funds

14.3.13 CPA-E-20-09 Raising Procurement Levels

14.3.14 CPA-E-21-01 Technical Reference Manual Transition

14.3.15 CPA-E-21-02 Revised Weatherization Forms Implementation

14.3.15.1 CPA-E-21-02E Revised Weatherization Form Implementation

14.3.16 CPA-E-21-04 WPO Benefit Formula Policy
14.3.16.1 CPA-E-21-04M WPO Benefit Formula Policy Modification

Attachment: 2023 LIHEAP Contract (RES-2023-69 : 2023 LIHEAP 23B-5021 Contract for Energy Assistance and Weatherization)

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT STD. 213 (Rev 03/2019) CSD (Rev 07/2019)	AGREEMENT NUMBER 23B-5021	PURCHASING AUTHORITY NUMBER (if applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below

CONTRACTING AGENCY NAME
Department of Community Services and Development

CONTRACTOR NAME
Mariposa County Human Services Department

2. The term of this Agreement is: November 1, 2022 through June 30, 2024

3. The maximum amount of this Agreement is: Total $525,000.00

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

Preamble*
Article 1 - Scope of Work*
Article 2 - Contract Administration and Procedure*
Article 3 - Contract Changes*
Article 4 - Administrative Policies and Procedures*; Article 5 - Administrative and Program Expenditures Re
Article 6 - Reporting Policies and Procedures*; Article 7 - Program Policies and Procedures*;
Article 8 - Program Implementation*; Article 9 - Training, Licensing and Certifications*;
Article 10 - Compliance Policies and Procedures*; Article 11 - Federal and State Policy Provisions*;
Article 12 - General Terms and Conditions GTC 04/2017* ; Article 13 - Definitions*;
Article 14 - Table of Forms and Documents Incorporated by Reference*

Items shown with an Asterisk (*) are hereby incorporated by reference and made a part of this agreement as if attached hereto. These documents can be accessed at https://agencies.csd.ca.gov/.

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO

CONTRACTOR				**California Department of General Services Approval (or exemption, if applicable)**
CONTRACTOR NAME *(If other than an individual, state whether a corporation, partnership, etc.)* **Mariposa County Human Services Department**				
CONTRACTOR BUSINESS ADDRESS, CITY, STATE ZIP P.O. Box 99, Mariposa, CA 95338				
PRINTED NAME OF PERSON SIGNING		TITLE		
CONTRACTOR AUTHORIZED SIGNATURE		DATE SIGNED		**I hereby certify that all conditions for exemption have been complied with, and th document is exempt from the Department o General Services approval.**
STATE OF CALIFORNIA				
CONTRACTING AGENCY NAME **Department of Community Services and Development**				
CONTRACTING AGENCY ADDRESS **2389 Gateway Oaks Drive, Suite 100**	CITY **Sacramento**	STATE **CA**	ZIP **95833**	
PRINTED NAME OF PERSON SIGNING **Chris Vail**	TITLE **Chief Financial Officer**			
CONTRACTING AGENCY AUTHORIZED SIGNATURE		DATE SIGNED		

Attachment: 213_23B-5021 Jan 12 2023 (RES-2023-69 : 2023 LIHEAP 23B-5021 Contract for Energy Assistance and Weatherization)

MARIPOSA COUNTY

Health and Human Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2023-70

MEETING: February 7, 2023

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: Agreement with Yosemite Fire and Security

RECOMMENDATION AND JUSTIFICATION:
Approve Agreement with Yosemite Fire and Security to provide an upgrade to existing access control system for one of the Health and Human Services Agency (HHSA) buildings for an amount not to exceed $139,110; and Authorize the Board of Supervisors Chair to Sign the Agreement.

Yosemite Fire and Security will upgrade the existing Lenel Access control system “in kind” to a Galaxy Access Control system to match the County standard & add two doors at the Lemee Lane office. Yosemite Fire and Security will install new equipment at the Senior Center to match County standard by adding two doors. There is currently no access control system at the Senior Center. HHSA's priority is to maintain the safety and well-being of its staff, clients, and property.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board of Supervisors does not have a prior agreement with Yosemite Fire and Security for this specific purpose.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
HHSA will be severely compromised in protecting our clients as well as staff that serve our community.

FINANCIAL IMPACT:
There is no impact to the County General Fund.

ATTACHMENTS:
Mariposa County Access Control HSA Building 11-2-2022 with Senior Center (PDF)

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

REF ID# 13685

27955 Yosemite Springs Parkway, Coarsegold Ca. 93614 CSLB #1051121 c-10 & C-16 DIR#1000366263
Phone 559-760-4423 Office 559-868-4100

Mariposa County HHSA Building
5362 Hwy 49 N.
Mariposa Ca. 95338
Date: 11-2-2022

Project name: Access Control system upgrade
Contact: Anthony Rios
Phone #: 209-600-1319

-Scope of Work-

Yosemite Fire & Security (YFS) will upgrade the existing Lenel Access control system "in kind" to a Galaxy Access Control system to match the County standard & Add (4) doors as shown in attachment "A" at the above referenced location.

- **All product included in this proposal is pending manufactures availability at time of acceptance, approved submittals and final order. Yosemite Fire & Security accepts ZERO responsibility of *any* delays or costs associated with delays of specified materials & or cabling included in this proposal.**

-Clarifications-

- This proposal includes the upgrade of (45) existing doors locations with new 22 degree mounting brackets as listed in attachment "A" (attached).
- New system will replace the existing system "In Kind" to match current operation.
- All existing door controllers included in this scope of work will be upgraded to the Galaxy 600 platform.
- **YFS to add (1) new door as shown on the attachment "A". (1) new door at the HHSA building. (Door hardware and installation of door hardware to be completed by owner prior to installation of new access control system components included in attachment "A")**
- New Conduit, back boxes, J Hooks and raceways to be installed as part of this upgrade to be provided and installed by YFS as part of this scope as needed to make system operational.
- New cabling to be provided & installed to DPS (Door Position Switch) and REX (Request to Exit) locations. Adding these devices will generate a "Forced Open" report for each door when completed.
- Any cabling installed will be Riser Rated cable to match existing.
- REX device to be installed on the opposite side of the HID reader for proper operation
- **Existing cabling to be replaced from Front Door to Existing power supply to correct intermittent issue with card reader and access to this location. If conduit or raceway has been damaged and will not allow replacement of new cable, then a T&M tag will be started to complete this scope.**
- (46) additional software licenses are included as part of this upgrade.
- (3) site licenses to be provided to customer as part of this upgrade.
- New Galaxy Access Control System will be added to the existing County Computer networks existing Galaxy software. Customer to provide IT Help during upgrade.
- Existing Software in the customer network will be upgraded from 10.5.1 to 11.6.1 as part of this upgrade. Current computer is assumed to be capable of this upgrade and should be a minimum of Windows 10.
- YFS to provide & install double sided badging printer and camera at new workstation location in current HSA Building including all software and programming.

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- Back drop for camera workstation is not included.
- Customer to be trained on new badging system and will input all personnel folders/files and such internally after training is completed by YFS.
- All programming of new doors to existing Galaxy software including trouble shooting, pre-testing and final testing are included in this scope.
- Removal of the Lenel Software on the county computer system to be completed by owner prior to installation of new licenses listed above.
- Existing Power supplies & Door strikes are assumed to be in good working condition and will be reused as part of this scope.
- HID readers as assumed to be in good working condition and reused as part of this scope.
- All existing Lenel network cabling, station cabling and lock cabling will be reused and is assumed to be in proper working condition.
- Any cabling or device that will be reused needing to be replaced due to being faulty or not proper operation will be done through a change order request prior to replacement.
- All demo is included by YFS.
- Existing system to be tested prior to taking down to confirm operation of items that will be reused as part of this scope.
- Customer to provide access to each location during the day for installation of cabling and devices.
- Existing equipment to be removed and taken by YFS when complete.
- This proposal includes the DIR required Per diem cost for each technician.

-Senior Center Site-

- YFS to provide and install (4) new Access control doors
- Each door location to have (1) Door Contact, (1) Request to Exit, (1) HID Card reader (to match county standard) & 24 volts power to control door strike
- **Door strike to be provided and installed by county prior to YFS installation**
- This system is stand alone and will include (1) site license for 4 doors
- YFS to provide & install double sided badging printer and camera at new workstation location in current HSA Building including all software and programming.
- Back drop for camera workstation is not included.
- Customer to provide server & computer for badging software to reside on. Computer shall have a minimum of Windows (10) for the operating system.
- All conduit, back boxes, J Hooks for above T-Bar or Gyp board and all cabling from IDF location to new devices will be provided and installed by YFS.
- 120 volt power to be provided and installed by others to controller location assumed to be in the IDF room.
- Access to this building will be provided during normal business hours during installation of all items listed in this proposal.

-Duration of project and expectations during installation-

- The estimated duration of this project is approximately 38 workdays for main scope or 48 workdays for all scopes.

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- Product delivery once ordered is approximately 15-30 days from date of purchase order.
- Customer can expect to have the access control system down during this time in all locations. YFS will do our diligence to allow as much of the system to be operational during the upgrade period.
- Any security-watch requirements during the upgrade will be done by the owner and is not included in this upgrade.
- YFS will due diligence to complete this scope of work with minimal disruptions to the employees during the installation.
- Customer to provide location for new materials to be stored once on site.
- Customer to provide YFS with a vacuum to clean up after each task.
- Final cleaning to be completed by owner when project is 100% turned over.
- Any materials/trash/items to be disposed of to be placed in customer provided trash container.
- **All work will be done during regular YFS working hours Monday- Friday 7:00am-4:00pm.**
- **All warranty work to be complete during regular YFS working hours listed above.**

This quotation includes only those items denoted by "[X]":

[X] CAD drawings to be provide to YFS at no additional cost
[X] Equipment locations as listed on Attachment “A” for all doors included in this scope
[X] Demolition of existing system while new system is installed
[X] Sales Tax
[X] Freight (F.O.B. shipping point)
[X] Shop Drawings prior to installation
[X] As-Builts when completed
[X] Panel terminations
[X] Technical installation support including programming
[ ] Payment/Performance Bonds
[X] One customer final test
[X] Customer training and operation of system x 3 (2-hour trainings each)
[X] Close out documentation
[X] Interface to non- YFS provided equipment i.e.: Telephone system
[X] Two-year standard parts and one year labor warranty

THIS QUOTATION DOES NOT INCLUDE THE FOLLOWING:

- Cutting, drilling, patching, fire caulking, painting or replacement of ceiling tiles.
- DSA submittals or approval.
- This proposal specifically excludes all premiums associated with UCIP, OCIP, CCIP and PSI"
- Special COVID Protocol causing daily, weekly or monthly delay.

Access Control upgrade
Total investment $139,110.00 includes state/local tax and freight to the jobsite

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THANKS-

RYAN HANSEN
USA
Thank you for using Yosemite Fire & Security. Be Safe!
Electronic & LV Sales/Clean Agent Gas Suppression Designer
27955 Yosemite Springs Parkway
Coarsegold Ca. 93614
559-760-4423 cell

The undersigned personally guarantees Subscriber's performance of this agreement and agrees to be bound by all terms as a party herein.

Customer:

_____ _____
Print Name Date

_____ _____
Signature Title

Yosemite Fire & Security:

_____ _____
Print Name Date

_____ _____
Signature Title

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"Terms and Conditions"

1. Payment. Payments shall be invoiced and due in accordance with the terms and conditions set forth above. Work performed on a time and material basis shall be at the then-prevailing Company rate for material, labor, and related items, in effect at the time supplied under this Agreement. Company shall invoice Customer for progress payments to one hundred (100%) percent based upon equipment delivered or stored, and services performed. Customers without established satisfactory credit shall make payments of cash in advance, upon delivery or as otherwise specified by Company. Where Customer establishes and maintains satisfactory credit, payments shall be due and payable thirty (30) days from date of invoice. Company reserves the right to revoke or modify Customer's credit at its sole discretion. The Customer's failure to make payment when due is a material breach of this Agreement. If Customer fails to make any payment when due, in addition to any other rights and remedies available, Company shall have the right, at Company's sole discretion, to stop performing any Services and/or withhold further deliveries of materials, until the account is current. In the event payment is not received when due, Company may, at its discretion, assess late fees at the rate of 1.5% per month or the maximum rate allowed by law. Customer agrees to pay all costs of collection, including without limitation costs, fees, and attorneys' fees. Customer's failure to make payment when due is a material breach of this Agreement until the account is current. 2. Pricing. The pricing set forth in this Agreement is based on the number of devices to be installed and services to be performed as set forth in the Scope of Work ("Equipment" and "Services"). If the actual number of devices installed or services to be performed is greater than that set forth in the Scope of Work, the price will be increased accordingly. If this Agreement extends beyond one year, Yosemite Fire & Security may increase prices upon notice to the Customer. Customer agrees to pay all taxes, permits, and other charges, including but not limited to state and local sales and excise taxes, however designated, levied or based on the service charges pursuant to this Agreement. 3. Alarm Monitoring Services. Any reference to alarm monitoring services in this Agreement is included for pricing purposes only. Alarm monitoring services are performed pursuant to the terms and conditions of Company's standard alarm monitoring services agreement. 4. Code Compliance. Company does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in the Scope of Work. Customer acknowledges that the Authority Having Jurisdiction (e.g. Fire Marshal) may establish additional requirements for compliance with local codes. Any additional services or equipment required will be provided at an additional cost to Customer. 5. Limitation of Liability; Limitations of Remedy. It is understood and agreed by the Customer that Company is not an insurer and that insurance coverage, if any, shall be obtained by the Customer and that amounts payable to company hereunder are based upon the value of the services and the scope of liability set forth in this Agreement and are unrelated to the value of the Customer's property and the property of others located on the premises. Customer agrees to look exclusively to the Customer's insurer to recover for injuries or damage in the event of any loss or injury and that Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no guaranty or Warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or service was designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its obligations under this Agreement. Accordingly, Customer agrees that, Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or service in any respect, Company's liability shall be limited to an amount equal to the Agreement price (as increased by the price for any additional work) or where the time and material payment term is selected, Customer's time and material payments to Company. Where this Agreement covers multiple sites, liability shall be limited to the amount of the payments allocable to the site where the incident occurred. Such sum shall be complete and exclusive. If Customer desires Company to assume greater liability, the parties shall amend this Agreement by attaching a rider setting forth the amount of additional liability and the additional amount payable by the Customer for the assumption by Company of such greater liability, provided however that such rider shall in no way be interpreted to hold Company as an insurer. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S) OR ANY OF ITS COMPONENT PARTS BY THE CUSTOMER OR ANY THIRD PARTY. COMPANY SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING FROM THE USE, LOSS OF THE USE, PERFORMANCE, OR FAILURE OF THE COVERED SYSTEM(S) TO PERFORM. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of company, whether direct or indirect, company's employees, agents, officers and directors. 6. Reciprocal Waiver of Claims (SAFETY Act). Certain of Yosemite Fire & Security systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies ("QATT") under the Support Anti-terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§ 441444 (the "SAFETY Act"). As required under 6 C.F.R. 25.5 (e), to the maximum extent permitted by law, Yosemite Fire & Security and Customer hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or their respective employees, resulting from an activity resulting from an "Act of Terrorism" as defined in 6 C.F.R. 25.2, when QATT have been deployed in defense against, response to, or recovery from such Act of Terrorism. 7. General Provisions. Customer has selected the service level desired after considering and balancing various levels of protection afforded, and their related costs. Customer acknowledges and agrees that by this Agreement, Company, unless specifically stated, does not undertake any obligation to maintain or render Customer's system or equipment as Year 2000 compliant, which shall mean, capable of correctly handling the processing of calendar dates before or after December 31, 1999. All work to be performed by Company will be performed during normal working hours of normal working days (8:00 a.m. – 5:00 p.m., Monday through Friday, excluding Company holidays), as defined by Company, unless additional times are specifically described in this Agreement. Company will perform the services described in the Scope of Work section ("Services") for one or more system(s) or equipment as described in the Scope of Work section or the listed attachments ("Covered System(s)"). The Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes the Covered System(s) are in operational and maintainable condition as of the Agreement date. If, upon initial inspection, Company determines that repairs are recommended, repair charges will be submitted for approval prior to any work. Should such repair work be declined Company shall be relieved from any and all liability arising therefrom. UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT, ANY INSPECTION (AND, IF SPECIFIED, TESTING) PROVIDED UNDER THIS AGREEMENT DOES NOT INCLUDE ANY MAINTENANCE, REPAIRS, ALTERATIONS, REPLACEMENT OF PARTS, OR ANY FIELD ADJUSTMENTS WHATSOEVER, NOR DOES IT INCLUDE THE CORRECTION OF ANY DEFICIENCIES IDENTIFIED BY COMPANY TO CUSTOMER. COMPANY SHALL NOT BE RESPONSIBLE FOR EQUIPMENT FAILURE OCCURRING WHILE COMPANY IS IN THE PROCESS OF FOLLOWING ITS INSPECTION TECHNIQUES, WHERE THE FAILURE ALSO RESULTS FROM THE AGE OR OBSOLESCENCE OF THE ITEM OR DUE TO NORMAL WEAR AND TEAR. THIS AGREEMENT DOES NOT COVER SYSTEMS, EQUIPMENT, COMPONENTS OR PARTS THAT ARE BELOW GRADE, BEHIND WALLS OR OTHER OBSTRUCTIONS OR EXTERIOR TO THE BUILDING, ELECTRICAL WIRING, AND PIPING. 8. Customer Responsibilities. Customer shall furnish all necessary facilities for performance of its work by Company, adequate space for storage and handling of materials, light, water, heat, heat tracing, electrical service, local telephone, watchman, and crane and elevator service and necessary permits. Where wet pipe system is installed, Customer shall supply and maintain sufficient heat to prevent freezing of the system. Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes any existing system(s) are in operational and maintainable condition as of the Agreement date. If, upon initial inspection, Company determines that repairs are recommended, repair charges will be submitted for approval prior to any work. Should such repair work be declined Company shall be relieved from any and all liability arising therefrom. Customer shall further: supply required schematics and drawings unless they are to be supplied by Company in accordance with this Agreement; Provide a safe work environment, in the event of an emergency or Covered System(s) failure, take reasonable safety

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precautions to protect against personal injury, death, and property damage, continue such measures until the Covered System(s) are operational, and notify Company as soon as possible under the circumstances. Provide Company access to any system(s) to be serviced, Comply with all laws, codes, and regulations pertaining to the equipment and/or services provided under this agreement. 9. Excavation. In the event the Work includes excavation, Customer shall pay, as an extra to the contract price, the cost of any additional work performed by Company dues to water, quicksand, rock or other unforeseen condition or obstruction encountered or shoring required. 10. Structure and Site Conditions. While employees of Company will exercise reasonable care in this respect, Company shall be under not responsibility for loss or damage due to the character, condition or use of foundations, walls, or other structures not erected by It or resulting from the excavation in proximity thereto, or for damage resulting from concealed piping, wiring, fixtures, or other equipment or condition of water pressure. All shoring or protection offoundation, walls or other structures subject to being disturbed by any excavation required hereunder shall be the responsibility of Customer. Customer shall have all things in readiness for installation including, without limitation, structure to support the sprinkler system and related equipment (including tanks), other materials, floor or suitable working base, connections and facilities for erection at the time the materials are delivered. In the event Customer fails to have all things in readiness at the time scheduled for receipt of materials, Customer shall reimburse Company for all expenses caused by such failure. Failure to make areas available to Company during performance in accordance with schedules that are the basis for Company's proposal shall be considered a failure to have things in readiness in accordance with the terms of this Agreement. 11. Confined Space. If access to confined space by Company is required for the performance of Services, Services shall be scheduled and performed in accordance with Company's then current hourly rate. 12. Hazardous Materials. Customer represents that, except to the extent that Company has been given written notice of the following hazards prior to the execution of this Agreement, to the best of Customer's knowledge there is no: □ "permit confined space," as defined by OSHA, □ risk of infectious disease, □ need for air monitoring, respiratory protection, or other medical risk, asbestos, asbestos-containing material, formaldehyde or other potentially toxic or otherwise hazardous material contained in or on the surface of the floors, walls, ceilings, insulation or other structural components of the area of any building where work is required to be performed under this Agreement. All of the above are hereinafter referred to as "Hazardous Conditions". Company shall have the right to rely on the representations listed above. If hazardous conditions are encountered by Company during the course of Company's work, the discovery of such materials shall constitute an event beyond Company's control and Company shall have no obligation to further perform in the area where the hazardous conditions exist until the area has been made safe by Customer as certified in writing by an independent testing agency, and Customer shall pay disruption expenses and re-mobilization expenses as determined by Company. This Agreement does not provide for the cost of capture, containment or disposal of any hazardous waste materials, or hazardous materials, encountered in any of the Covered System(s) and/or during performance of the Services. Said materials shall at all times remain the responsibility and property of Customer. Company shall not be responsible for the testing, removal or disposal of such hazardous materials. 13. OSHA Compliance. Customer shall indemnify and hold Company harmless from and against any and all claims, demands and/or damages arising in whole or in part from the enforcement of the Occupational Safety Health Act (and any amendments or changes thereto) unless said claims, demands or damages are a direct result of causes within the exclusive control of Company. 14. Interferences. Customer shall be responsible to coordinate the work of other trades (including but not limited to ducting, piping, and electrical) and for and additional costs incurred by Company arising out of interferences to Company's work caused by other trades. 15. Modifications and Substitutions. Company reserves the right to modify materials, including substituting materials of later design, providing that such modifications or substitutions will not materially affect the performance of the Covered System(s). 16. Changes, Alterations, Additions. Changes, alterations and additions to the Scope of Work, plans, specifications or construction schedule shall be invalid unless approved in writing by Company. Should changes be approved by Company, that increase or decrease the cost of the work to Company, the parties shall agree, in writing, to the change in price prior t0 performance of any work. However, if no agreement is reached prior to the time for performance of said work, and Company elects to perform said work so as to avoid delays, then Company's estimate as to the value of said work shall be deemed accepted by Customer. In addition, Customer shall pay for all extra work requested by Customer or made necessary because of incompleteness or inaccuracy of plans or other information submitted by Customer with respect to the location, type of occupancy, or other details of the work to be performed. In the event the layout of Customer's facilities has been altered, or is altered by Customer prior to the completion of the Work, Customer shall advise Company, and prices, delivery and completion dates shall be changed by Company as may be required. 17. Commodities Availability. Company shall not be responsible for failure to provide services, deliver products, or otherwise perform work required by this Agreement due to lack of available steel products or products made from plastics or other commodities. 1) In the event Company is unable, after reasonable commercial efforts, to acquire and provide steel products, or products made from plastics or other commodities, if required to perform work required by this Agreement, Customer hereby agrees that Company may terminate the Agreement, or the relevant portion of the Agreement, at no additional cost and without penalty. Customer agrees to pay Company in full for all work performed up to the time of any such termination. 2) If Company is able to obtain the steel products or products made from plastics or other commodities, but the price of any of the products has risen by more than 10% from the date of the bid, proposal or date Company executed this Agreement, whichever occurred first, then Company may pass through that increase through a reasonable price increase to reflect increased cost of materials. 18. Project Claims. Any claim of failure to perform against Company arising hereunder shall be deemed waived unless received by Company, in writing specifically setting forth the basis for such claim, within ten (10) days after such claims arises. 19. Back charges. No charges shall be levied against the Seller unless seventy-two (72) hours prior written notice is given to Company to correct any alleged deficiencies which are alleged to necessitate such charges and unless such alleged deficiencies are solely and directly caused by Company. 20. System Equipment. The purchase of equipment or peripheral devices (including but not limited to smoke detectors, passive infrared detectors, card readers, sprinkler system components, extinguishers and hoses) from Company shall be subject to the terms and conditions of this Agreement. If, in Company's sole judgment, any peripheral device or other system equipment, which is attached to the Covered System(s), whether provided by Company or a third party, interferes with the proper operation of the Covered System(s), Customer shall remove or replace such device or equipment promptly upon notice from Company. Failure of Customer to remove or replace the device shall constitute a material breach of this Agreement. If Customer adds any third-party device or equipment to the Covered System(s), Company shall not be responsible for any damage to or failure of the Covered System(s) caused in whole or in part by such device or equipment. 21. Reports. Where inspection and/or test services are selected, such inspection and/or test shall be completed on Company's then current Report form, which shall be given to Customer, and, where applicable, Company may submit a copy thereof to the local authority having jurisdiction. The Report and recommendations by Company are only advisory in nature and are intended to assist Customer in reducing the risk of loss to property by indicating obvious defects or impairments noted to the system and equipment inspected and/or tested. They are not intended to imply that no other defects or hazards exist or that all aspects of the Covered System(s), equipment, and components are under control at the time of inspection. Final responsibility for the condition and operation of the Covered System(s) and equipment and components lies with Customer. 22. Limited Warranty. Subject to the limitations below, Company warrants any equipment (as distinguished from the Software) installed pursuant to this Agreement to be free from defects in material and workmanship under normal use for a period of one (1) year from the date of first beneficial us or all or any part of the Covered System(s) or 18 months after Equipment shipments, whichever is earlier, provided however, that Company's soles liability, and Customer's sole remedy, under this limited warranty shall be limited to the repair or replacement of the Equipment or any part thereof, which Company determines is defective, at Company's sole option and subject to the availability of service personnel and parts, as determined by Company. Company warrants expendable items, including, but not limited to, video and print heads, television camera tubes, video monitor displays tubes, batteries and certain other products in accordance with the applicable manufacturer's warranty. Company does not warrant devices designed to fail in protecting the System, such as, but not limited to, fuses and circuit breakers. Company warrants that any Company software described in this Agreement, as well as software contained in or sold as part of any Equipment described in this Agreement, will reasonably conform to its published specifications in effect at the time of delivery and for ninety (90) days after delivery. However, Customer agrees and acknowledges that the software may

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have inherent defects because of its complexity. Company's sole obligation with respect to software, and Customer's sole remedy, shall be to make available published modifications, designed to correct inherent defects, which become available during the warranty period. If Repair Services are included in this Agreement, Company warrants that its workmanship and material for repairs made pursuant to this Agreement will be free from defects for a period of ninety (90) days from the date of furnishing. EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT, IF ANY, SUPPORTED HEREUNDER. COMPANY MAKES NO WARRANTY OR REPRESENTATION, AND UNDERTAKES NO OBLIGATION TO ENSURE BY THE SERVICES PERFORMED UNDER THIS AGREEMENT, THAT COMPANY'S PRODUCTS OR THE SYSTEMS OR EQUIPMENT OF THE CUSTOMER WILL CORRECTLY HANDLE THE PROCESSING OF CALENDAR DATES BEFORE OR AFTER DECEMBER 31, 1999. Warranty service will be performed during Company's normal working hours. If Customer requests warranty service at other than normal working hours, service will be performed at Company's then current rates for after ours services. All repairs or adjustments that are or may become necessary shall be performed by and authorized representative of Company. Any repairs, adjustments or interconnections performed by Customer or any third party shall void all warranties. 23. Indemnity. Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third party claims for personal injury, death, property damage or economic loss, including specifically any damages resulting from the exposure of workers to Hazardous Conditions whether or not Customer pre-notifies Company of the existence of said hazardous conditions, arising in any way from any act or omission of Customer or Company relating in any way to this Agreement, including but not limited to the Services under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action. 24. Insurance. Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insureds on Customer's general liability and auto liability policies. 25. Termination. Any termination under the terms of this Agreement shall be made in writing. In the event Customer terminates this Agreement prior to completion for any reason not arising solely from Company's performance or failure to perform, Customer understands and agrees that Company will incur costs of administration and preparation that are difficult to estimate or determine. Accordingly, should Customer terminate this Agreement as described above, Customer agrees to pay all charges incurred for products and equipment installed and services performed, and in addition pay an amount equal to twenty (20%) percent of the price of products and equipment not yet delivered and Services not yet performed, return all products and equipment delivered and pay a restocking fee of twenty (20%) percent the price of products or equipment returned. Company may terminate this Agreement immediately at its sole discretion upon the occurrence of any Event of Default as hereinafter defined. Company may also terminate this Agreement at its sole discretion upon notice to Customer if Company's performance of its obligations under this Agreement becomes impracticable due to obsolescence of equipment at Customer's premises or unavailability of parts. 26. No Option to Solicit. Customer shall not, directly or indirectly, on its own behalf or on behalf of any other person, business, corporation or entity, solicit or employ any Company employee, or induce any Company employee to leave his or her employment with Company, for a period of two years after the termination of this Agreement. 27. Default. An Event of Default shall be 1) failure of the Customer to pay any amount within ten (10) days after the amount is due and payable, 2) abuse of the System or the Equipment, 3) dissolution, termination, discontinuance, insolvency or business failure of Customer. Upon the occurrence of an Event of Default, Company may pursue one or more of the following remedies, 1) discontinue furnishing Services, 2) by written notice to Customer declare the balance of unpaid amounts due and to become due under the this Agreement to be immediately due and payable, provided that all past due amounts shall bear interest at the rate of 1 ½% per month (18% per year) or the highest amount permitted by law, 3) receive immediate possession of any equipment for which Customer has not paid. 4) proceed at law or equity to enforce performance by Customer or recover damages for breach of this Agreement, and 5) recover all costs and expenses, including without limitation reasonable attorneys' fees, in connection with enforcing or attempting to enforce this Agreement. 28. Exclusions. Unless expressly included in the Scope of Work, this Agreement expressly excludes, without limitation, testing inspection and repair of duct detectors, beam detectors, and UV/IR equipment; provision of fire watches; clearing of ice blockage; draining of improperly pitched piping; replacement of batteries; recharging of chemical suppression systems; reloading of, upgrading, and maintaining computer software; system upgrades and the replacement of obsolete systems, equipment, components or parts; making repairs or replacements necessitated by reason of negligence or misuse of components or equipment or changes to Customer's premises, vandalism, corrosion (including but not limited to micro bacterially induced corrosion ("MIC")), power failure, current fluctuation, failure due to non-Company installation, lightning, electrical storm, or other severe weather, water, accident, fire, acts of God or any other cause external to the Covered System(s). Repair Services provided pursuant to this Agreement do not cover and specifically excludes system upgrades and the replacement of obsolete systems, equipment, components or parts. All such services may be provided by Company at Company's sole discretion at an additional charge. If Emergency Services are expressly included in the scope of work section, the Agreement price does not include travel expenses. 29. Force Majeure; Delays. Company shall not be liable for any damage or penalty for delays or failure to perform work due to acts of God, acts or omissions of Customer, acts of civil or military authorities, Government regulations or priorities, fires, epidemics, quarantine, restrictions, war, riots, civil disobedience or unrest, strikes, delays in transportation, vehicle shortages, differences with workmen, inability to obtain necessary labor, material or manufacturing facilities, defaults of Company's subcontractors, failure or delay in furnishing compete information by Customer with respect to location or other details of work to be performed, impossibility or impracticability of performance or any other cause or causes beyond Company's control, whether or not similar to the foregoing. In the event of any delay caused as aforesaid, completion shall be extended for a period equal to any such delay, and this contract shall not be void or voidable as a result of the delay. In the event work is temporarily discontinued by any of the foregoing, all unpaid installments of the contract price, les an amount equal to the value of material and labor not furnished, shall be due and payable upon receipt of invoice by Customer. 30. One-Year Limitation on Actions; Choice of Law. It is agreed that no suit, or cause of action or other proceeding shall be brought against either party more than one (1) year after the accrual of the cause of action or one (1) year after the claim arises, whichever is shorter, whether known or unknown when the claim arises or whether based on tort, contract, or any other legal theory. The laws of Massachusetts shall govern the validity, enforceability, and interpretation of this Agreement. 31. Assignment. Customer may not assign this Agreement without Company's prior written consent. Company may assign this Agreement to an affiliate without obtaining Customer's consent. 32. Entire Agreement. The parties intend this Agreement, together with any attachments or Riders (collectively the "Agreement) to be the final, complete and exclusive expression of their Agreement and the terms and conditions thereof. This Agreement supersedes all prior representations, understandings or agreements between the parties, written or oral, and shall constitute the sole terms and conditions of sale for all equipment and services. No waiver, change, or modification of any terms or conditions of this Agreement shall be binding on Company unless made in writing and signed by an Authorized Representative of Company. 33. Severability. If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or in part, this Agreement will continue to be valid as to the other provisions and the remainder of the affected provision. 34. Legal Fees. Company shall be entitled to recover from the customer all reasonable legal fees incurred in connection with Company enforcing the terms and conditions of this Agreement.

Attachment: Mariposa County Access Control HSA Building 11-2-2022 with Senior Center (RES-2023-70 : Agreement with Yosemite Fire and

MARIPOSA COUNTY

Health and Human Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2023-71

MEETING: February 7, 2023

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: Authorize an Increase of Extra-Help Hours Beyond 999 Hours

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RECOMMENDATION AND JUSTIFICATION:
Approve an Increase in Extra-Help Hours from 999 Hours to 1,300 Hours for an Office Assistant II Extra-Help Position in the Health & Human Services Agency Administration Branch.

The additional hours are needed due to the ongoing cleanup and recovery from the Oak Fire. This Extra-Help Office Assistant II was brought on board in order to assist the Debris Removal Operations Center (DROC) in their ongoing mission and is essential to this task.

For this reason, it is necessary to increase the hours worked by the Extra-Help Office Assistant II position to provide assistance to the DROC's ongoing cleanup and recovery work related to the Oak Fire. If the employee works the additional 301 hours, the cost will be approximately $5,013.76.

Extra-Help positions can work up to 860 hours. The Human Resources Director can approve additional hours up to 999 hours because of need. Addition of any hours above 999 requires Board approval. This increase in hours will allow the Administrative Branch to continue to assist in cleanup and recovery from the Oak Fire.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board has previously approved the increase of Extra-Help hours for other positions.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If the Board chooses not to increase the Extra-Help hours, it may have a negative impact on the Administrative Branch and the DROC in their ability to continue with the ongoing cleanup and recovery work due to the Oak Fire.

FINANCIAL IMPACT:
There is no impact to the General Fund. There is sufficient funding in the FY22-23 budget to cover the costs of the additional hours.

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

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

RESOLUTION - ACTION REQUESTED 2023-72

MEETING: February 7, 2023

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: Second Amendment - Transformations Mental Health Provider Contract 2023

RECOMMENDATION AND JUSTIFICATION:
Approve Second Amendment to Agreement with Transformations increasing the amount by $75,000 to a new amount not to exceed $125,000; and authorize the Board of Supervisors Chair to sign the amendment.

Transformations is a Medi-Cal certified provider and may provide counseling services to clients that have Medicare, Medi-Cal, and/or private insurance.

Medi-Cal clients referred to this contractor may be seen as long as necessary for the purpose of stabilization. Clients seen over a period of time must continue to meet medical necessity as evidenced by a yearly treatment plan update. All records for these referred clients must be kept in the Mariposa County Behavioral Health Electronic Health Record (EHR) system. Case documentation that meets professional standards must be kept in the county EHR system, including acceptable updated assessments, treatment plans and progress notes. Documentation will be monitored by the Behavioral Health Utilization Review Committee. All independent contractors will work under the guidelines established by the Mental Health Services Contract currently in effect between the Health and Human Services Agency (HHSA) and the State Department of Mental Health as outlined in Exhibit A of the contract.

Due to greater than anticipated demand of services, HHSA requests an amendment to increase the amount of the agreement and ensure continuity of services for the term of the agreement.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
Board of Supervisors approved an agreement with Transformations for mental health triage services on July 26, 2022 through Resolution No. 2022-441.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If the amendment is not approved, we will not meet our financial obligations to a key service provider.

FINANCIAL IMPACT:
This contract will continue to be paid within the Mental Health budget unit. Contract costs are offset by Medi-Cal revenue claimed for services performed.

REF ID# 13712

This contract is cost neutral to the County and there is no impact to the County General Fund.

ATTACHMENTS:
Second Amendment - Transformations Agreement 2023 - Jan 11 2023 (PDF)
Transformations 2023 -Wsignatures - CAO 06.15.2022 - EXECUTED (PDF)
Transformations A01 & 2023 - CAO 11.01.2022-EXECUTED-combined (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: Second Amendment - Transformations Agreement 2023 - Jan 11 2023 (RES-2023-72 : Second Amendment - Transformations

SECOND AMENDMENT TO AGREEMENT FOR COUNSELING SERVICES

THIS SECOND AMENDMENT TO AGREEMENT FOR COUNSELING SERVICES, is made and entered into this _____ day of _____20__, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as **"County,"** and Transformations, hereinafter referred to as **"Contractor."**

WHEREAS, County and **Contractor** have heretofore entered into an Agreement dated June 15, 2022, wherein **Contractor** agreed to provide counseling services; and

WHEREAS, County and **Contractor** have heretofore entered into a First Amendment dated November 1, 2022, wherein **Contractor** agreed to provide additional services; and

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

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

1. Paragraph 3, "COMPENSATION," is hereby amended to provide that an additional $75,000 will be added to the original amount of $50,000, making the total compensation paid to Contractor the not to exceed amount of $125,000.

Except as herein amended, the Agreement dated July 26, 2022 and First Amendment dated November 1, 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
_____	_____
, Chair Board of Supervisors	Christine Doss, Owner Transformations
COUNTERSIGNED: *(Government Code §25103)*	APPROVED AS TO FORM:
_____	_____
Danielle Bondshu Clerk of the Board	Steven W. Dahlem County Counsel

AGREEMENT ROUTING SHEET

D.20.b

To: *Danielle Bondshu or Tracy Gauthier* **Dept.:** *Clerk of the Board* **Date:** June 14, 2022

From: Beth Rose **Agreement with:** Transformations

Section 1: TYPE OF PROCESSING REQUESTED: *(Complete all Section 1. fields.)*

1) Is this a digital signature request? **Yes** ☒ **No** ☐ *(If No, please provide two original copies signed by vendor.)*

2) Is this the standard County Agreement Form? **Yes** ☒ **No** ☐ *If No, please answer the following question:*

a. Has this non-standard agreement been vetted by County Counsel (if NOT going to the Board)?

Yes ☐ **No** ☐

(If Yes, provide approval to COB via email. If No, see instructions below. **Non-standard agreements will NOT be processed without County Counsel's approval.**)

Section 2: VENDOR AND AGREEMENT TYPE *(Complete all Section 2. fields.)*

Vendor Signator & Title: Christine Doss, Owner
(Name of person signing the agreement, and their title)

Vendor Email: cldoss@gmail.com
(Email of signee)

For: Specialty Mental Health
(Provide a brief description of the service provided or product purchased, i.e. "Police service dog training", "Annual Senior Health Fair", etc.)

Term: 7/1/2022 - 6/30/2023
(Enter beginning "to" end. ***Must be 1 year or less for DH or CAO agreements****.*

Is this an Amendment to an Agreement? **Yes** ☐ **No** ☒

(If Yes, attach copies of all prior amendments, *AS WELL* as the initial agreement.)

Section 3: PURCHASING AUTHORIZATION *(Complete the appropriate Section 3. field.)*

☐ **BOARD ACTION** M/Traq ID # or Res No.: _____ Scheduled Date: _____

☒ **PURCHASING CODE (CAO or Department Heads - County Code Chapter 3.08.):**

☐ $_____ **DEPARTMENT HEADS, Under $10,000** (MCC Section 3.08.050):
(Purchasing Agent's approval required to purchase or lease real property or storage space.)

☒ $ 50,000 **CAO as Purchasing Agent, Under $50,000** (MCC Section 3.08.090):

Section 4: OTHER AUTHORIZATION *(Complete the appropriate Section 4. field.)*

☐ **CODE COMPLIANCE AGREEMENTS (Signature Authority Policy (SAP) 5.2.1.3)** $_____

☐ **SOFTWARE AS A SERVICE or OTHER SUBSCRIPTIONS or LICENSES (SAP 5.2.1.4)** $_____

☐ **INDEMNIFICATION AGREEMENTS (Res. 05-117 and 04-346)** $_____

☐ **INTRA-AGENCY AGREEMENTS & MOUs (SAP 5.2.1.2)** $_____

DIGITAL SIGNATURE INSTRUCTIONS

A. DH/CAO Approvals:

- **If using the UNCHANGED County agreement template, proceed with routing to Clerk of the Board.**
- **If using vendor supplied agreements, or MODIFIED County Agreement template:**

1) Email to County Counsel's Office for vetting first (without routing slip.)
2) After approval by County Counsel, submit to Clerk of the Board's Office WITH email or other verification of County Counsel's approval, and a completed routing sheet.

B. BOARD Items:

- **Email a digital version of the agreement** *(indicating the pages needing to be signed)* **and this routing sheet to the Clerk of the Board's Office.**

ROUTING

- **HARD COPIES:** Route agreements and routing sheet via interoffice mail to Tracy or Danielle in the COB's Office.
- **DIGITAL COPIES:** Combine agreement and new routing slip into one PDF document and email to Danielle (dwardle@mariposacounty.org) and Tracy (tgauthier@mariposacounty.org) in the COB's Office for procurement of signatures.

Attachment: Transformations 2023 -Wsignatures - CAO 06.15.2022 - EXECUTED (RES-2023-72 : Second Amendment - Transformations Mental

Attachment: Transformations 2023 -Wsignatures - CAO 06.15.2022 - EXECUTED (RES-2023-72 : Second Amendment - Transformations Mental

AGREEMENT FOR COUNSELING SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this 15th day of June, 20 22 by and between the County of Mariposa, a political subdivision of the State of California, ("County"), and 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 services as described in Exhibit A, "Scope of Work" and Exhibit B, "Deficit Reduction Act – Obligations of County", 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 $50,000. Contractor's rates are listed in Exhibit C, "Payment Terms and Conditions", 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 as respects County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

(3) Notice of Cancellation: Each insurance policy required above shall state that coverage shall not be canceled, except with at least thirty (30) calendar days' notice to County.

(4) Waiver of Subrogation: Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not County has received a waiver of subrogation endorsement from the insurer.

(5) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by County. County may require Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

(6) Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to County.

Attachment: Transformations 2023 -Wsignatures - CAO 06.15.2022 - EXECUTED (RES-2023-72 : Second Amendment - Transformations Mental

(7) Verification of Coverage: Contractor shall furnish County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Contractor's obligation to provide them. County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

(8) Subcontractors: Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors.

(9) Special Risks or Circumstances: County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

5. HOLD HARMLESS/INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall hold harmless, defend at its own expense, and indemnify County, its officers, employees, agents, and volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees, arising from all acts or omissions of Contractor or its officers, agents, or employees in rendering services under this Agreement; excluding however such liability, claims, losses, damages, or expenses arising from County's sole negligence of willful acts.

6. INDEPENDENT CONTRACTOR

It is the expressed intention of the parties that Contractor is an independent contractor and not an employee, agent, joint venturer or partner of County. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between County and Contractor or any employee or agent of Contractor. Both parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall retain the right to perform services for others during the term of this Agreement.

7. PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the Public Employees Retirement System (CalPERS) to be eligible for enrollment in CalPERS as an employee of County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

8. STATE AND FEDERAL TAXES

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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 all of its premises, physical facilities, equipment, books, records, documents contracts, computers, or other electronic systems pertaining to Medi-Cal enrollees, Medi-Cal related activities, services and activities furnished under the terms of this contract, or determinations of amounts payable available to County, Department of Health Care Services (DHCS), Centers for Medicare and Medicaid Services (CSM), Health and Human Services (HHS) Inspector General, the United States Comptroller General, their designees, and other authorized federal and state agencies. (42 C.F.R. §438.3(h)). 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. This audit right will exist for 10 years from the final date of the contract period or from the date of completion of any audit, whichever is later. (42.C.F.R. §438.230(c)(3)(iii).) DHCS, CMS, or the HHS Inspector General may inspect, evaluate, and audit the subcontractor at any time if there is a reasonable possibility of fraud or similar risk, then. (42 C.F.R. §438.230(c)(3)(iv).) 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:
Transformations
35686 Hwy 41 Suite C

COUNTY:
County of Mariposa
5362 Lemee Lane

Coarsegold, CA 93614

P.O. Box 99
Mariposa, CA 95338

12. NONDESCRIMINATION AND 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. Consistent with the requirements of applicable federal law, such as 42 Code of Federal Regulations, part 438.3(d)(3) and (4), and state law, the contractor shall not engage in any unlawful discriminatory practices in the admission of beneficiaries, assignments of accommodations, treatment, evaluation, employment of personnel, or in any other respect on the basis of race, color, gender, gender identity, religion, marital status, national origin, age, sexual orientation, or mental or physical handicap or as prohibited by state or federal law.

Contractor shall comply with the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, pertaining to the prohibition of discrimination against qualified handicapped persons in all federally assisted programs or activities, as detailed in regulations signed by the Secretary of Health and Human Services, effective June2, 1977, and found in the Federal Register, Volume 42, No. 86, dated May 4, 1977.

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.

Attachment: Transformations 2023 -Wsignatures - CAO 06.15.2022 - EXECUTED (RES-2023-72 : Second Amendment - Transformations Mental

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 C.

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 C.

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

17. NO WAIVER

The failure to exercise any right to enforce any remedy contained in this Agreement shall not operate as to be construed to be a waiver or relinquishment of the exercise of such right or remedy, or of any other right or remedy herein contained.

18. DISPUTES

Should it become necessary for a party to this Agreement to bring an action in connection with this Agreement, the prevailing party in any such action shall be entitled to reimbursement for all expenses so incurred, including reasonable attorney's fees.

It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a court of competent jurisdiction in the County of Mariposa, State of California.

19. CAPTIONS

The captions of this Agreement are for convenience and reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

20. NUMBER AND GENDER

In this Agreement, the neutral gender includes the feminine and masculine, the singular includes the plural, and the word "person" includes corporations, partnerships, firms or associations, wherever the context so requires.

Attachment: Transformations 2023 -Wsignatures - CAO 06.15.2022 - EXECUTED (RES-2023-72 : Second Amendment - Transformations Mental

21. MANDATORY AND PERMISSIVE

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

22. SUCCESSORS AND ASSIGNS

All representations, covenants and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

23. COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA"), Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA, as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

24. OTHER DOCUMENTS

The parties agree that they shall cooperate in good faith to accomplish the object of this Agreement and, to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.

25. CONTROLLING LAW

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

26. AUTHORITY

Each party and each party's signatory warrant and represent that each has full authority and capacity to enter into this Agreement in accordance with all requirements of law. The parties also warrant that any signed amendment or modification to this Agreement shall comply with all requirements of law, including capacity and authority to amend or modify this Agreement.

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27. NEGOTIATED AGREEMENT

This Agreement has been arrived at through negotiation between the parties. Neither party is to be deemed the party which prepared this Agreement within the meaning of California Civil Code section 1654. Each party represents and warrants that in executing this Agreement it does so with full knowledge of the rights and duties it may have with respect to the other party. Each party also warrants and represents that it has received independent legal advice from its attorney with respect to the matters set forth in this Agreement and the rights and duties arising out of this Agreement, or that such party willingly foregoes any such consultation.

28. NO RELIANCE ON REPRESENTATIONS

Each party warrants and represents that it is not relying and has not relied upon any representation or statement made by the other party with respect to the facts involved or its rights or duties. Each party understands and agrees that the facts relevant, or believed to be relevant to this Agreement, have been independently verified. Each party further understands that it is responsible for verifying the representations of law or fact provided by the other party.

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.

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

COUNTY OF MARIPOSA

74929D982E9
Jay D Kimble
ZorroSign

Jay D. Kimble
County Administrative Officer

CONTRACTOR

74929D982F3
Christine Doss
ZorroSign

Christine Doss, Owner
Transformations

APPROVED AS TO LEGAL FORM:

74929D982DF
Steven W. Dahlem
ZorroSign

Steven W. Dahlem
County Counsel

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Exhibit A
SCOPE OF WORK

I. **Contact Person & Information:**

Transformations
Christine Doss

II. **Program Description:**

a. Mental Health Services - Contractors may provide "covered" services to Medi-Cal clients that are listed under the Specialty Mental Health Services of the Mental Health Plan.
   i. Authorized services include:
      1. Initial and annual updated assessments;
      2. Individual Therapy;
      3. Group Therapy;
      4. Family Therapy;
      5. Plan Development;
      6. Case Management;
      7. Crisis Intervention;
      8. Rehabilitation Services;
      9. Intensive Care Coordination;
      10. Intensive Home Based Services;
   ii. All clients must meet target population criteria. Target population are those who meets medical necessity criteria for Specialty Mental Health Services. All services are intended to be provided within Mariposa County, unless otherwise authorized by Mariposa County Behavioral Health and Recovery Services (MCBHRS).

b. Family First Prevention Services Act (FFPSA) Qualified Individual (QI) – Contractor may provide FFSPA QI activities as outlined below.
   i. Contractor will comply with all regulations and requirements as outlined in the Family First Prevention Services Act.
   ii. The QI must conduct an assessment and report within 30 calendar days from the date of the QI referral or from the date the child is placed into an Short Term Residential Therapeutic Program (STRTP), whichever comes first; to determine the child's behavioral health needs and goals and make certain determinations regarding whether the child's need can be met with the family members or in a family setting, and if not, the most appropriate level of care, interventions, and treatment for the child.
      1. The QI must conduct the assessment prior to the child's placement into an STRTP unless the placement is an emergency.
      2. The QI must prepare an assessment report to describe their assessment and determinations and recommendations for services and level of care needs. This report must be provided to the placing

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agency caseworker to be attached to the caseworker's court report. The repot must include all of the items listed in the FFPSA.

iii. The QI is required to engage with the child and family team (CFT) including the Indian child's tribe in the case of an Indian child and attend CFTM's as needed to review assessment report and recommendations for services.

iv. The QI is responsible for tracking all referrals for QI assessments, the assessments and determination of the assessments. Contractor shall report to County monthly.

v. The QI may provide and bill for SMHS service rendered by the QI to the child or on behalf of the child.
   1. Mental Health Assessment
   2. Plan Development
   3. Intensive Care Coordination

vi. QI is required to be certified to complete CANS and have an active license or registration.
   1. Contractor must provide annual verification of active license or registration, verification of annual CANS certification, and ICWA Training.

III. **Hours of Operation:**

a. Contractor agrees to offer equal availability and accessibility of services to both commercial enrollees and Medi-Cal enrollees. Contractor shall offer hours of operation for Medi-Cal enrollees that are no less than hours of operation offered to commercial enrollees, i.e., if the Contractor serves enrollees from a commercial plan as well as Medi-Cal eligible clients, the hours the Contractor makes available for commercial enrollees, must be the same for Medi-Cal enrolled clients. In other words, a contractor cannot set aside a Saturday (or any other day) just for Medi-Cal clients.

b. Crisis services for clients are to be referred to daytime or night-time MCBHRS crisis workers, unless the crisis can be handled by the contractor in the office. 5150 holds on clients cannot be completed by contractor. For all crisis evaluations the MCBHRS crisis team and/or Sheriff Department will need to be notified. The crisis line numbers for MCBHRS are (209) 966-7000 or 1-800-549-6741.

c. All clients are to be seen in a location that is appropriate for therapy and convenient to the client. Services are primarily to be provided in home or via telehealth. If a client has a circumstance that is most appropriate to be seen out of Mariposa County, approval must be obtained prior to service provision. If a client does not have an appropriate home situation for the provision of mental health services or does not have appropriate technology for telehealth, the contractor will return the client to the county for provision of services.

d. The contractor agrees to notify MCBHRS by calling the Quality Assurance Supervisor or the Deputy Director and notifying him/her of the temporary inability to accept new Medi-Cal clients. This suspension of referrals will exist until contractor notifies MCBHRS that new referrals can be accepted. If

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a contractor does not accept new referrals for a period of six-months the contract will be reviewed and, at the discretion of MCBHRS, the contract may be terminated, unless it can be shown that extenuating circumstances exist requiring the contractor to stop taking referrals.

IV. **Staffing Qualifications & Clinical Supervision :**

a. Staff Qualifications are dictated by the following standards and scope of practice as defined by California Code of Regulations, Title 9 and by MCBHRS. Information provided in this Exhibit is provided as a reference only and is not intended to set forth all of the definitions and requirements in California Code of Regulations, Title 9. Contractor shall adhere to applicable laws, regulations, and policies and procedures governing the delivery of services under this Agreement.

b. **LPHA**[1]**:** A "Licensed Practitioner of the Healing Arts" possesses a valid California clinical licensure in one of the following professional categories:
   i. Licensed Professional Clinical Counselor[2]
   ii. Licensed Clinical Social Worker[3]
   iii. Licensed Marriage and Family Therapist[4]

c. **LPHA** Approved Activities:
   i. Can function as a "Head of Service" on agency application
   ii. Can authorize services as directed by MCBHRS
   iii. Can conduct comprehensive assessments and provide a diagnosis without co-signature (except for RN staff, as providing a mental health diagnosis is out of their scope of practice unless extended through a standardized procedure).
   iv. Can co-sign the work of other staff members within their scope of practice
   v. Can claim for all services categories within their scope of practice (example, a psychiatrist and registered nurse can claim for Medication Support Services, however, psychologist, LCSWs and MFTs cannot)

d. Registered Psychologist or Psychological Assistants, Registered Associate Marriage Family Therapist, Interns and Associate Social Workers may perform the following activities under the supervision of a licensed professional within their scope of practice:
   i. Cannot function as the Head of Service unless they meet qualifications dictated by the California Code of Regulations.[5]
   ii. Can authorize services as directed by MCBHRS.
   iii. All assessments and diagnosis must have a co-signature by a LPHA.
   iv. Can claim for all Mental Health Services and Targeted Case Management within their scope of practice.
   v. Cannot hold themselves out as independent practitioners and claim as an Enrolled Network Provider.[6]

e. Contractor shall utilize staff that are licensed or registered with the BBS.
   i. Contractor shall provide MCBHRS with the NPI numbers and license numbers for all providers.
   ii. Contractor shall provide a copy of all applicable CEU's within 30 days of acquisition.

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f. Contractor is authorized to utilize Rehabilitation Specialists who meet the qualifications outlined in Title 9, Section 630.
g. Contractor is authorized to provide case management services as an "other qualified provider" consistent with the Documentation Manual.
h. The contractor is responsible for clinical supervision of providers.
i. All contractor employees providing services or supervising services under this Agreement will have and maintain all necessary licenses, permits and certificates to provide services under this Agreement, as required by applicable state and federal laws, rules and regulations.
    i. All parties must submit a disclosure statement of direct or indirect ownership, interest, control, and relationship information for persons who have an ownership or a controlling interest of the Contractor.
        1. These must be submitted to the County annually and updated within 35 days after any changes in ownership occurs.
j. No "sanctioned employees" (individual or entity that is listed on either the Suspended and Ineligible Contractor List published by the California Department of Health Care Services, or any list published by the Federal Office of Inspector General regarding the sanctioning, suspension or exclusion of individuals or entities from the federal Medicare and Medicaid programs) shall be employed in any capacity.

V. **Provisions of Informing Material:**

a. The following information must be documented as being offered to the Medi-Cal Beneficiary upon entering services and upon request.
    i. Grievance/Appeal forms with self-address envelopes
    ii. MCBHRS Brochure
    iii. Advance Directive Brochure
    iv. Notice of Privacy Practices (NPP)
    v. Beneficiary Handbook
    vi. Client's Rights Poster
b. The following information must be documented as being offered to the Medi-Cal beneficiary upon entering services and upon request:
    i. Demographic Information
    ii. Client's Rights and Privileges of Confidentiality
    iii. Client Problem Resolution Process MCBHRS Mental Health Provider Directory for Specialty Mental Health Services
    iv. Advanced Directive Notices Information (Adults Only)
    v. Notice to Medi-Cal Beneficiaries
    vi. Acknowledgement of Receipt of the NPP.
    vii. Payment Policy
    viii. Beneficiary Handbook (in English and Large Print) (The website allows computers with screen reader or text-to-speech software to read the materials to sight-impaired people).
c. The following information must be documented as being offered to the Medi-Cal beneficiary at least annually:
    i. Notice of Privacy Practices (NPP)
    ii. Beneficiary Handbook

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d. The above information also must be available in easily accessible locations at all provider sites, so that the beneficiary does not have to ask anyone to get them.

VI. **Service Description:**

a. Treatment Model/Evidence Based Practices:
   i. Contractor shall provide Recovery Model, client centered and culturally competent services that support achieving their identified Treatment Plan goals and objectives.

b. Targeted Population Eligibility Criteria:
   i. Clients referred from MCBHRS to contractor must meet Medical Necessity Criteria for Specialty Mental Health Services as outlined in CCR Title 9 Chapter 11 Section 1830.205, 1830.210.

c. Referral Protocol:
   i. MCBHRS will use the Mariposa County Bi-Directional Referral process.
   ii. Contractor is expected to call the client for appointment within 5 business days of the bi-directional referral date.
   iii. Contractor will notify MCBHRS in writing of denied referrals within 3 business days.

VII. **Service Delivery**

a. Contractor agrees to provide services to clients in accordance with legal and ethical standards as prescribed by all professional, federal, state, and/or local regulatory and statutory requirements.

b. Services will be provided by telehealth or in person weekly however no less frequently than a minimum of 1x per month, or more often if clinically indicated. The client may be seen by phone at a maximum of 1 x per month unless clinically indicated for more sessions.

c. If unable to get a hold of a client, at least three attempts must be made and documented in the EHR as a communication note then proceed to discharge process.

d. All services provided must be in accordance with the documentation and service delivery outlined in the Clinical Documentation Manual.

e. Any chart found to be out of compliance with the documentation manual is subject to a corrective action plan and recoupment.

f. Contractor shall ensure all services shall be delivered in a manner that respects the client's gender, language, ethnicity, spiritual beliefs, sexual orientation, and physical abilities. Contractor shall assure all clinical staff abides by the National Standards for Culture and Linguistic Appropriate Services.

g. Contractor shall assure Limited English Proficient (LEP) individuals have free language assistance services, and be informed how to access such services

VIII. **Provision of Services:**

a. **Mental Health Assessments:**
   i. Contractor may complete initial assessments, if the client does not meet medical necessity, then the contractor will refer the client to their managed care through notification to Medical Records, provide the client with a Notice of Adverse Benefit Determination (NOABD), and complete a discharge (see discharge information below).

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ii. Assessment documentation must meet all Medi-Cal required elements in coordination with the documentation manual.
iii. Assessments must be completed and finalized within 30 days.
iv. Assessments must be signed and dated when completed by the provider, and appropriately signed by a co-signer if applicable.
v. Diagnosis from the most current DSM must be documented in the mental health assessment.
vi. All youth clients need to have a Child Adolescent Needs and Strengths (CANS) and a Pediatric Symptom Checklist (PSC-35) evaluation completed during the mental health assessment, quarterly upon discharge.
vii. All clients must be re-assessed at a minimum of once per year in accordance with the documentation manual.
viii. Clients must have a current assessment (at least one within the last year). Clients without a current assessment will not be eligible for claimable services.

b. **Treatment Plans:**
   i. Contractor will develop a treatment plan within 60 days of the initial assessment and updated as needed throughout treatment, but no less frequently than once annually
      1. A treatment plan is not considered complete unless signed by the provider and the client or authorized representative.
   ii. There must be documentation of the client's participation in and agreement with the plan. The client's signature and documentation that the client was offered a copy of the plan are required elements in treatment plan documentation.
   iii. All clients must have a treatment plan prior to services being provided.
   iv. Clients without a treatment plan will not be eligible for claimable services. All services provided must be indicated on the treatment plan to be an eligible claim service (with the exception of crisis).
   v. Contractor will be responsible for ensuring all services on the treatment plan are occurring at the frequency indicated on the treatment plan, or contractor will refer the client back to MCBHRS.
   vi. Treatment plans must be documented in accordance to the documentation manual.

c. **Ongoing Documentation Requirements**:
   i. Notes shall be documented within 3 business days of the provided service.
      1. Entries made after the date the service was provided must be identified as a "Late Entry" and needs to include both the date the note was written, as well as the date of the service in accordance with the documentation manual.
   ii. Clients must continue to meet medical necessity as evidenced by an annual assessment and treatment plan update.
      1. If at any point, a client no longer meets medical necessity, contractor will proceed with discharging the client as outlined below and in accordance with the documentation manual.

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iii. Each note must describe how and why the service was medically necessary in accordance with the documentation manual.

d. **Discharges/NOABD's:**
   i. Contractor will complete a NOABD and discharge in accordance with the documentation manual then notify Quality Assurance (QA) and Medical Records staff when complete.
   ii. At a minimum, the client record shall document:
      1. Follow-up care (to be outlined in a discharge)
      2. Referrals to community resources and other agencies, when appropriate
      3. The reason for discharge
   iii. NOABD's will be utilized in accordance with the Notice of Adverse Benefit Determination P&P.
   iv. Discharges are not claimable to Medi-Cal.

e. All records for clients must be kept in the Electronic Health Record (EHR) system. The clients chart must reflect documentation in accordance with the most recent version of the Documentation Manual. This will be monitored by the QA Unit.

f. Any chart found to be out of compliance with the provision of services listed above is subject to a corrective action plan and recoupment of any associated payment.

IX. **Mandatory Trainings**:

a. Contractor will attend monthly required meetings with MCBHRS and any additional trainings and meetings deemed necessary by MCBHRS.

b. Contractor agrees to complete annual HIPAA and Federal Tax Intercept training and comply with the mandates set forth.

c. Contractor shall ensure all staff receive annual compliance and documentation manual training.

d. Contractor shall ensure all mental health staff working in Contractor's program be required to attend a minimum of one MCBHRS cultural competency training each year or provide documentation of attendance to a cultural competence training of like nature each year.

e. Contractor shall not be compensated for training hours and will not be charged for attendance to county hosted mandatory trainings.

f. CANS-50: If contractor is accepting clients under the age of 20, a current CANS-50 certificate must be on file for each provider.
   i. CANS training is reimbursable for training time and certification costs. Contractor will invoice this training separate of service invoices.

g. FFPSA QI – Must have annual Indian and Child Welfare Act (ICWA) training.

X. **Quality Assurance:**

a. The MCBHRS Compliance Committee has the responsibility of assuring that high quality services are provided to the beneficiaries in a safe, clean, cost effective and efficient manner (See MCHHSA Compliance Plan). The Compliance Committee reviews services and programs of public private Contractor in order to ensure:
   i. Accessibility;

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ii. Facility is clean, sanitary, and in good repair;
iii. Fire clearance updated on a regular basis;
iv. Services are meaningful and beneficial to the client;
v. Services are culturally and linguistically competent;
vi. Contractor uses Interpreter Line when a client does not speak English and has need for another language;
vii. Services produce highly desirable results through the efficient use of resources;
viii. Services meet requirements for medical necessity.
ix. All PHI is properly stored and secured.

b. Contractor shall abide by the complete MCBHRS Compliance Plan that is designed to support and maintain a culture that promotes high standards of prevention, and the detection and resolution of conduct or procedures that do not adhere to local, state and federal laws and regulations or to MCBHRS standards and policies. The Compliance Program is comprised of the documents in the Compliance Plan and MCBHRS Compliance Policies.
    i. If MCBHRS staff or any other committee of the MHP makes a finding that a Contractor may be deficient in rendering or managing care, or if other problem areas are discovered, procedures will be followed as outlined in the compliance plan. If these deficiencies or problem areas are verified, a plan of correction may be applied.
c. Contractor shall abide by MCHHSA Policy and Procedures for Grievances and Appeals.
    i. All grievances and appeals are to be called in and forwarded immediately to MCBHRS. This to be made clear to all clients through posting Grievance and Appeal process in lobbies, providing access to forms, having information in the Consumer Handbook, the beneficiary handbook and a handout in the client packet (See Grievances and Appeals P&P).
d. The Compliance Officer will monitor beneficiaries' satisfaction with services they are receiving from Contractor. MCBHRS quality assurance staff will evaluate contract performance based on agreed upon measurable objectives as determined by client and clinician in the annual treatment plan.
e. Contractor shall abide by the complete Federal False Claims Act (31 U.S.C. sections 3729-3733) (See Exhibit C).
f. Contractor shall abide by the complete MCBHRS Documentation Manual. The Documentation Manual provides documentation standards for outpatient mental health services provided or managed by MCBHRS. The manual provides a general description of service definitions and is a day-to-day resource for clinical and administrative support staff. The manual serves to ensure providers within MCBHRS meet regulatory and compliance standards of competency, accuracy, and integrity in the provision and documentation of their services.
    i. MCBHRS established documentation standards in order to help realize a core value of our system, the commitment to clinical service excellence. In addition, accurate and complete documentation protects from risk in legal proceedings, helps to comply with regulatory requirements for

claims for services and enables professionals to discharge their legal and ethical duties.

ii. All services are documented using Medi-Cal and Medicare documentation rules, regardless of the funding source being billed.

g. Contractor not in compliance with documentation manual will have to provide a corrective action plan (CAP) and will be subject to payment recoupment, payment denial and/or termination of contract.

h. Contractor not in compliance or adherence to the CAP will be subject to payment recoupment, payment denial and/or termination of contract.

i. The Contractor agrees to notify MCBHRS at least four weeks prior to terminating services and to provide a minimum of fifteen days written notice to affected clients.

j. In the event that the contractor requires additional documentation training the Quality Assurance unit may provide this service at a rate of $50.00 per hour. This service would include, but not be limited, to documentation support and training, chart auditing, specific coaching, and service corrections.

k. Health Insurance Portability and Accountability Act of 1996 (HIPAA):

i. Contractor agrees to the extent required by 42 U.S.C. 1171 et seq., Health Insurance Portability and Accountability Act of 1996 (HIPAA), to comply with applicable requirements of law and subsequent amendments relating to protected health information, as well as any task or activity CONTRACTOR performs on behalf of MCBHRS, to the extent MCBHRS would be required to comply with such requirements.

ii. Contractor shall ensure that all PHI (verbal, written or electronic) will be secured and protected.

iii. Contractor shall ensure that Contractor, administrators, licensed employees and case management staff take HIPAA training from HHSA prior to seeing clients.

iv. Contractor agrees to implement appropriate safeguards and maintain individually identifiable patient health information ("Protected Health Information or "PHI", including electronic PHI) as required by HIPAA. Additionally, Contractor agrees to notify MCBHRS of disclosures of protected health information in violation of HIPAA and this Agreement and take steps to mitigate, to the extent practicable, deleterious effects of improper use of protected health information

v. Contractor shall abide by all paper records MCBHRS Policies and Procedures.

vi. Contractor agrees to implement appropriate safeguards and maintain individually identifiable patient health information ("Protected Health Information or "PHI," including electronic PHI) as required by HIPAA.

vii. Contractor agrees to notify MCBHRS immediately of disclosures of protected health information in violation of HIPAA and this Agreement and take steps to mitigate, to the extent practicable, deleterious effects of improper use of protected health information.

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viii. All email communications containing client identification or other health protected information must use encryption to secure transmitted electronic health information.

l. **HHSA Code of Conduct:**
   i. Contractor agrees to review, sign and comply with MCBHRS Code of Conduct.

m. **HHSA Confidentiality Employee Statement:**
   i. Contractor agrees to review, sign and comply with the MCBHRS Confidentiality Employee Statement.

n. **Electronic Signature Policy:**
   i. Contractor agrees to review and comply with the Electronic Signature Policy.

o. **Client Surveys:**
   i. Contractor agrees to administer client satisfaction Performance Outcomes Quality Improvement surveys (CPS), CONTRACTOR will be advised of survey period in advance.

XI. **Security Requirements:**

a. Information Technology Infrastructure:
   i. Contractor will be proficient in MCBHRS electronic health record (EHR) system. Contractor is responsible for staff training in the use of EHR. Contractor shall maintain technology infrastructure to support effective use of the EHR. Contractor shall maintain a secure network for access.

b. The following is a general outline of the Security and Information Technology Requirements.

c. Contractor shall submit all paper records to MCBHRS.

d. Contractor shall assure that Contractor, administrators, licensed employees and case management staff take HIPAA training from HHSA prior to seeing clients.

e. Contractor agrees to implement appropriate safeguards and maintain individually identifiable patient health information ("Protected Health Information or "PHI," including electronic PHI) as required by HIPAA. Additionally, Contractor agrees to notify HHSA immediately of disclosures of protected health information in violation of HIPAA and this Agreement and take steps to mitigate, to the extent practicable, deleterious effects of improper use of protected health information.

f. All email communications containing client identification or other health protected information must use encryption to secure transmitted electronic health information.

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Exhibit B

DEFICIT REDUCTION ACT – OBLIGATIONS OF COUNTY

In accordance with Section 1902(a) of the Social Security Act, the County provides the following detailed information about the Federal False Claims Act and the California False Claims Act.

THE FEDERAL FALSE CLAIMS ACT

The Federal False Claims Act ("FCA") helps the federal government combat fraud and recover losses resulting from fraud in federal programs, purchases, or contracts. 31 U.S.C. §§ 3729-3733.

I. Actions that violate the FCA include:

a. Knowingly submitting (or causing to be submitted) a false claim to the Government or the Armed Forces of the United States (the "Armed Forces") for payment or approval;
b. Knowingly making or using (or causing to be made or used) a false record or statement to get a false claim paid or approved by the Government;
c. Conspiring to get a false claim allowed or paid by the Government;
d. Delivering (or causing to be delivered) less property than the amount of the receipt, where the person with possession or control of the Government money or property intends to deceive the agency or conceal the property;
e. Making or delivering a receipt without completely knowing that the receipt is true, where the person authorized to make or deliver the receipt intends to defraud the Government;
f. Knowingly buying or receiving public property from an officer or employee of the Government or a member of the Armed Forces who has no legal right to sell or pledge the property; or
g. Knowingly making or using a false record to conceal, avoid, or decrease an obligation to pay money or transmit property to the Government.
h. "Knowing" and "Knowingly" means a person:
    i. Has actual knowledge of the information;
    ii. Acts in deliberate ignorance of the truth or falsity of the information; or
    iii. Acts in reckless disregard of the truth or falsity of the information. No proof of specific intent to defraud is required.
i. "Claim" includes any request or demand for money or property (including those made under contract) to the Government or to a contractor, grantee, or other recipient, if any portion of the requested money or property is funded by or will be reimbursed by the Government.

II. A person or organization may be liable for:

a. A civil penalty $5,500 to $11,000 for each false claim;
b. Three times the amount of damages sustained by the Government due to the violations; and
c. The costs of a civil suit for recovery penalties or damages.

III. **The court may reduce the treble damages if:**

a. The person committing the violation voluntarily disclosed all information known to him or her to the U.S. officials responsible for investigating false claims violations within thirty days of obtaining the information;
b. The person fully cooperated with any Government investigation; and
c. No criminal prosecution, or civil or administrative action had been commenced at the time of the person's disclosure, and the person had no actual knowledge of an investigation into such violation.

IV. **Actions by Private Persons or *Qui Tam Plaintiffs***

a. An individual also has the right to file a civil suit for him or herself and for the Government. The suit must be filed in the name of the Government. The suit is filed and served on the Government. The suit and all information are filed under seal, and most remain under seal for at least sixty days. The suit may be dismissed only if the court and the Attorney General consent to the dismissal in writing.
b. If a *qui tam* plaintiff alleges a false claims violation, the complaint and a written disclosure of the evidence and information that the person possesses must be served on the Government. Once the action is filed, no person other than the Government is allowed to intervene or file a lawsuit based on the same facts.

V. **Rights of the Parties to *Qui tam* Actions**

a. If the Government decides to file a civil suit, it assumes responsibility for prosecuting the action and is not bound by the acts of the *qui tam* plaintiff. However, the *qui tam* plaintiff has the right to continue as a party to the action, subject to certain limitations. If the Government decides not to file a civil suit, the *qui tam* plaintiff still has the right to proceed with a lawsuit. The Government can intervene later upon a showing of good cause.

VI. **Award to *Qui tam* Plaintiff**

a. If the Government prosecutes a case initiated by a *qui tam* plaintiff and obtains an award or settlement, the *qui tam* plaintiff will receive between 15 and 25 percent of the recovery, depending on his or her contribution to the case. If the case is based primarily on information other than the disclosures of the *qui tam* plaintiff, the award cannot be more than 10 percent of the recovery.
b. If the Government decides not to intervene and the *qui tam* plaintiff successfully litigates the action, he or she will receive between 25 and 30 percent of the award or settlement. In either case, the court will award the *qui tam* plaintiff reasonable expenses and attorney's fees and costs.
c. If the court finds that the *qui tam* plaintiff planned and initiated the violation upon which the civil suit was based, it may reduce the share of the recovery that the person would otherwise receive. If the *qui tam* plaintiff is convicted of criminal conduct, he or she will be dismissed from the lawsuit and will not receive any monetary award.
d. If the court finds the defendant not guilty and the claim frivolous in a suit conducted by a *qui tam* plaintiff, the court may award the defendant reasonable costs and attorney fees.

VII. **Certain Actions Barred**

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a. An individual cannot bring a *qui tam* action against a member of Congress, a member of the judiciary, or a senior executive branch official based on evidence already known to the Government.
b. An individual cannot bring a *qui tam* suit based on allegations in a civil suit or an administrative proceeding in which the Government is already a party.
c. An individual cannot bring a *qui tam* action based on the public disclosure of allegations unless he or she is the original source (e.g., an individual with direct and independent knowledge of the information on which the allegations are based has voluntarily provided the information to the Government before filing a civil action). Public disclosure includes disclosure in a criminal, civil, or administrative hearing; in a congressional, administrative, or GAO report, hearing, audit, or investigation; or from the news media.

VIII. Whistleblower Protection

a. An employee who has been discharged, demoted, suspended, threatened, harassed, or in any way discriminated against by his or her employer because of involvement in a false claims disclosure is entitled to all relief necessary to make the employee whole, including:
b. Reinstatement with the same seniority status that the employee would have had but for the discrimination;
c. Two times the amount of back pay plus interest; and
d. Compensation for any special damage sustained because of the discrimination (including litigation costs and reasonable attorney's fees).
e. The protected false claims activities include investigation for, initiation of, testimony for, or assistance in a false claims action that has been or will be filed. An employee is entitled to bring an action in the district court for such relief.

THE CALIFORNIA FALSE CLAIMS ACT

The California False Claims Act ("CFCA") applies to fraud involving state, city, county or other local government funds. The CFCA encourages voluntary disclosure of fraudulent activities by rewarding individuals who report fraud and allowing courts to waive penalties for organizations that voluntarily disclose false claims. Cal. Gov't Code §§ 12650-12655.

IX. Actions that violate the CFCA include:

a. Knowingly submitting (or causing to be submitted) a false claim for payment or approval;
b. Knowingly making or using (or causing to be made or used) a false record or statement to get a false claim paid or approved;
c. Conspiring to get a false claim allowed or paid by the state or by any political subdivision;
d. Benefiting from an inadvertent submission of a false claim, subsequently discovering the falsity of the claim, and failing to disclose to the state or political subdivision within a reasonable time after discovery;
e. Delivering less property than the amount of the receipt, where the person has possession or control of public property;
f. Knowingly making or delivering a false receipt, where the person is authorized to deliver a document;

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g. Knowingly buying or receiving (as a pledge of an obligation or debt) public property from any person who has no legal right to sell or pledge the property; or
h. Knowingly making or using a record to conceal, avoid, or decrease an obligation to pay money or transmit property to the state or local government.
i. "Knowingly" means the person or organization:
    i. Has actual knowledge of the information;
    ii. Acts in deliberate ignorance of the truth or falsity of the information; or
    iii. Acts in reckless disregard of the truth or falsity of the information. Proof of specific intent to defraud is not required.
j. "Claim" includes any request for money, property, or services made to the state or any political subdivision (or to any contractor, grantee, or other recipient), where any portion of the money, property, or services requested was funded by the state or any political subdivision.
    i. The maximum civil penalty is $10,000, per claim. Persons who violate the CFCA may be liable to the state for three times the amount of damages that the state sustains because of the violation. The court can waive penalties and reduce damages for CFCA violations if the false claims are voluntarily disclosed.
    ii. The CFCA does not apply to false claims of less than $500. Lawsuits must be filed within three years after the violation was discovered by the state or local official who is responsible for investigating the false claim (but no more than ten years after the violation was committed.)

X. Private or *Qui Tam* Actions/Whistleblower Provisions

a. Individuals (or qui tam plaintiffs) can sue for violations of the CFCA. Individuals who bring an action under the CFCA receive between 15 and 33 percent of the
b. amount recovered (plus reasonable costs and attorney's fees) if the state prosecutes the case, and between 25 and 50 percent (plus reasonable costs and attorney's fees) if the qui tam plaintiff litigates the case on his or her own.
c. An individual cannot file a lawsuit based on public information, unless he or she is the original source of the information.
d. The CFCA bars employers from interfering with an employee's disclosure of false claims. Employees who report fraud and consequently suffer discrimination may be awarded (1) two times their back pay plus interest, (2) reinstatement at the seniority level they would have had except for the discrimination, (3) compensation for any costs or damages they have incurred, and (4) punitive damages, if appropriate.

XI. Liability to the State or Political Subdivision

a. A person or organization will be liable to the state or political subdivision for:
b. Three times the amount of damages that the state or local government sustains because of the false claims violations;
c. The costs of a civil suit for recovery of damages; and
d. A civil penalty of up to $10,000 for each false claim.

XII. Certain Actions Barred

a. An individual cannot bring a *qui tam* suit based on allegations in a civil suit or an administrative proceeding in which the state or political subdivision is already a party, .An individual cannot file a lawsuit based on the public disclosure of

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allegations unless he or she is the original source (e.g., an individual with direct and independent knowledge of the information on which the allegations are based). Public disclosure includes disclosure in a criminal, civil, or administrative hearing; in an investigation, report, hearing, or audit conducted by or at the request of the Senate, Assembly, auditor, or governing body of a political subdivision; or by the news media.

XIII. Awards

a. If the state or political subdivision prosecutes a case initiated by a *qui*
b. *tam* plaintiff and obtains an award or settlement, the *qui tam* plaintiff receives
c. between 15 and 33 percent of the recovery (plus reasonable costs and attorney's fees), depending on his or her contribution to the case. If the state or political subdivision decides not to file a lawsuit and the *qui tam* plaintiff successfully litigates the action, the *qui tam* plaintiff receives between 25 and 50 percent of the award or settlement.
d. Employees who participated in fraudulent activities are not guaranteed any recovery. If the court finds the defendant not guilty and the claim frivolous in a suit conducted by a *qui tam* plaintiff, the court may award the defendant reasonable costs and attorney fees.

XIV. Whistleblower Protection

a. Employers are prohibited from:
b. Making or enforcing any type of rule or policy that prevents an employee from disclosing information to a government or law enforcement agency, or from investigating, initiating, testifying, or otherwise assisting in a false claims action; or
c. Discharging, demoting, suspending, threatening, harassing, denying promotion to, or in any other manner discriminating against an employee because of his or her involvement in a false claims action.

XV. Liability of Employer

a. An employer who interferes with an employee's disclosure of false claims will be liable to the employee for all relief necessary to make the employee whole, including:
b. Reinstatement with the same seniority status that the employee would have had except for the discrimination;
c. Two times the amount of back pay plus interest;
d. Compensation for any special damage sustained as a result of the discrimination; and punitive damages where appropriate.

XVI. Limitations on Eligibility of Employees for Damages

a. If an employee's conduct has resulted in a false claim being submitted to the state or a political subdivision, and the employee has been discriminated against by his or her employer, he or she is entitled to remedies only if he or she voluntarily disclosed information to a government or law enforcement agency or assisted in a false claims action; and was coerced (either though harassment, threats of termination demotion, or other coercive actions) by the employer or its management into committing the fraudulent activity in the first place.

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Exhibit C
PAYMENT TERMS AND CONDITIONS

I. **Approved Services and Authorization Process**:

a. Clients served under this Agreement must have prior authorization by Deputy Director of Behavioral Health before services are delivered. The Deputy Director, Quality Assurance Supervisor, or designee will authorize type of service and the duration of service being delivered.

II. Monthly Invoicing and Payment:

a. The rate and terms of payment shall be as set forth below. Any modification of the rate changes shall not be binding, unless a written amendment to the Agreement is executed by the parties.

b. Contractor shall submit invoices in a form approved by HHSA no later than thirty (30) days after the last day of the month in which those services were provided. Invoices submitted prior to the end of the billing period will be returned to Contractor for resubmission.

c. The County shall not be obligated to pay Contractor for services which are the subject of any bill submitted more than sixty (60) days after the last day of the month in which those services were provided or more than thirty (30) days after the Agreement terminates, whichever is earlier.

d. Notwithstanding the above, Contractor will submit invoices within ten (10) days of the end of The County fiscal year, June 30th of the current year.

e. All payment invoices shall be submitted to the following address:

Mariposa Behavioral Health and Recovery Services
PO Box 99
Mariposa, CA 95338

f. Final approved services must be submitted on an itemized invoice.

g. Services that are not in finalized format will not qualify for reimbursement.

h. Contractor may appeal a denied or modified request for payment authorization or a dispute concerning the processing or payment of a provider's itemized invoice.

i. HHSA Contractors may utilize the Provider Problem Resolution and Appeal Processes, includes.

i. A written appeal shall be submitted to HHSA within 90 calendar days of the date of receipt of the non-approval of payment or within 90 calendar days of HHSA's failure to act on the request in accordance with the time frames required by Sections 1820.220 or 1830.250, or established by HHSA pursuant to Section 1830.215.

ii. HHSA shall have 60 calendar days from its receipt of the appeal to inform the provider in writing of the decision, including a statement of the reasons for the decision that addresses each issue raised by the provider, and any action required by the provider to implement the decision.

iii. If the appeal concerns the denial or modification of the HHSA payment authorization request, HHSA shall utilize personnel not involved in the initial denial or modification decision to determine the appeal decision.

iv. If the appeal is not granted in full, the provider shall be notified of any right to submit an appeal to the Department of Health Services (DHCS) pursuant to Section 1850.320.

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v. If applicable, the provider shall submit a revised request for HHSA payment authorization within 30 calendar days from receipt of the HHSA's decision to approve the HHSA payment authorization request.

vi. If applicable, HHSA shall have 14 calendar days from the date of receipt of the provider's revised request for HHSA payment authorization to submit the documentation to the Medi-Cal fiscal intermediary that is required to process the HHSA payment authorization.

j. If HHSA does not respond within 60 calendar days to the appeal, the appeal shall be considered denied in full by HHSA.

III. Medi-Cal Requirements and Payment Limitations:

a. Contractor agrees to participate fully in the Medi-Cal Specialty Mental Health program and will provide County with all documentation needed to enable the County to submit claims for services provided by Contractor to Medi-Cal beneficiaries.

b. Contractor's Approved Procedure Codes and Provisional Rates For Specialty Mental Health Services:

   i. When billing the County for authorized services provided to County clients, Contractor will use the appropriate coding as outlined in Exhibit A, item #2. Program Description.

c. Contractors will be reimbursed at the rates listed below and based on documentation in the Electronic Health Records System:

   i. $118.50 per hour for Medi-Cal clients.

   ii. $118.50 per **server** hour for each individual Medi-Cal client seen in a group.

d. **Any recoupment of funds by DHCS of contractor services are subject to recoupment of the contractor, as a result of state or federal audits.**

IV. Family First Prevention Services Payment (FFPSA) Qualified Individual (QI):

a. Contractor will be reimbursed at the rate listed below and based on documentation in the electronic health record.

   i. $120.00 per hour for Family First Prevention Services Act (FFPSA) Qualified Individual (QI) activities that are not claimable. These activities must be itemized on each invoice.

AGREEMENT ROUTING SHEET

To: *Danielle Bondshu or Tracy Gauthier* **Dept.:** *Clerk of the Board* **Date:** October 31, 2022

From: Beth Alexander **Agreement with:** Transformations

Section 1: TYPE OF PROCESSING REQUESTED: *(Complete all Section 1. fields.)*

1) Is this a digital signature request? Yes ☒ No ☐ *(If No, please provide two original copies signed by vendor.)*

2) Is this the standard County Agreement Form? Yes ☒ No ☐ *If No, please answer the following question:*

a. Has this non-standard agreement been vetted by County Counsel (if NOT going to the Board)?

Yes ☐ No ☐

(If Yes, provide approval to COB via email. If No, see instructions below. **Non-standard agreements will NOT be processed without County Counsel's approval.**)

Section 2: VENDOR AND AGREEMENT TYPE *(Complete all Section 2. fields.)*

Vendor Signator & Title: Christine Doss, Owner
(Name of person signing the agreement, and their title)

Vendor Email: cldoss@gmail.com
(Email of signee)

For: Family First Prevention Services Act (FFPSA)
*(Provide a brief description of the service provided or product purchased, i.e. **or** "Police service dog training", "Annual Senior Health Fair", etc.)*

Term: 7/1/2022 - 6/30/2023
*(Enter beginning "to" end. **Must be 5 years less for DH or CAO agreements**.*

Is this an Amendment to an Agreement? Yes ☒ No ☐

(If Yes, attach copies of all prior amendments, *AS WELL* as the initial agreement.)

Section 3: PURCHASING AUTHORIZATION *(Complete the appropriate Section 3. field.)*

☐ **BOARD ACTION** M/Traq ID # or Res No.: _____ Scheduled Date: _____

☒ **PURCHASING CODE (CAO or Department Heads - County Code Chapter 3.08.):**

☐ $_____ **DEPARTMENT HEADS, Under $20,000** (MCC Section 3.08.050 and Res. 22-462):
(Purchasing Agent's approval required to purchase or lease real property or storage space.)

☒ $ 50,000 **CAO as Purchasing Agent, Under $60,000** (MCC Section 3.08.090 and Res. 22-462):

Section 4: OTHER AUTHORIZATION *(Complete the appropriate Section 4. field.)*

☐ **CODE COMPLIANCE AGREEMENTS (Signature Authority Policy (SAP) 5.2.1.3)** $_____

☐ **SOFTWARE AS A SERVICE or OTHER SUBSCRIPTIONS or LICENSES (SAP 5.2.1.4)** $_____

☐ **INDEMNIFICATION AGREEMENTS (Res. 05-117 and 04-346)** $_____

☐ **INTRA-AGENCY AGREEMENTS & MOUs w/ No Cost) (SAP 5.2.1.2 and Res. 22-462)** $ _____

DIGITAL SIGNATURE INSTRUCTIONS

A. DH/CAO Approvals:

- **If using the UNCHANGED County agreement template, proceed with routing to Clerk of the Board.**
- **If using vendor supplied agreements, or MODIFIED County Agreement template:**
  1) Email to County Counsel's Office for vetting first (without routing slip.)
  2) After approval by County Counsel, submit to Clerk of the Board's Office WITH email or other verification of County Counsel's approval, and a completed routing sheet.

B. BOARD Items:

- **Email a digital version of the agreement** *(indicating the pages needing to be signed)* **and this routing sheet to the Clerk of the Board's Office.**

ROUTING

- **HARD COPIES:** Route agreements and routing sheet via interoffice mail to Tracy or Danielle in the COB's Office.
- **DIGITAL COPIES:** Combine agreement and new routing slip into one PDF document and email to Danielle (dbondshu@mariposacounty.org) and Tracy (tgauthier@mariposacounty.org) in the COB's Office for procurement of signatures.

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Attachment: Transformations A01 & 2023 - CAO 11.01.2022-EXECUTED-combined (RES-2023-72 : Second Amendment - Transformations

FIRST AMENDMENT TO AGREEMENT FOR COUNSELING SERVICES

THIS FIRST AMENDMENT TO AGREEMENT FOR COUNSELING SERVICES, is made and entered into this 1st day of November, 2022, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as **"County,"** and Transformations, hereinafter referred to as **"Contractor."**

WHEREAS, County and **Contractor** have heretofore entered into an Agreement dated June 15, 2022, wherein **Contractor** agreed to provide counseling 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: Paragraph IIb *Family First Prevention Services Act (FFPSA) Qualified Individual (QI).* See *First Amendment – Exhibit A* attached hereto.

Except as herein amended, the Agreement dated June 15, 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

8169D17ABB9
Jay D Kimble
ZorroSign

Jay D. Kimble
County Administrative Officer

CONTRACTOR

8169D17ABC3
Christine Doss
ZorroSign

Christine Doss, Owner
Transformations

APPROVED AS TO LEGAL FORM:

8169D17ABAF
Steven W. Dahlem
ZorroSign

Steven W. Dahlem
County Counsel

First Amendment - Exhibit A
SCOPE OF WORK

I. **Contact Person & Information:**

Transformations
Christine Doss

II. **Program Description:**

a. Mental Health Services - Contractors may provide "covered" services to Medi-Cal clients that are listed under the Specialty Mental Health Services of the Mental Health Plan.

i. Authorized services include:

1. Initial and annual updated assessments;
2. Individual Therapy;
3. Group Therapy;
4. Family Therapy;
5. Plan Development;
6. Case Management;
7. Crisis Intervention;
8. Rehabilitation Services;
9. Intensive Care Coordination;
10. Intensive Home Based Services;

ii. All clients must meet target population criteria. Target population are those who meets medical necessity criteria for Specialty Mental Health Services. All services are intended to be provided within Mariposa County, unless otherwise authorized by Mariposa County Behavioral Health and Recovery Services (MCBHRS).

b. Family First Prevention Services Act (FFPSA) Qualified Individual (QI) – Contractor may provide FFSPA QI activities as outlined below.

i. Contractor will comply with all regulations and requirements as outlined in the Family First Prevention Services Act.

ii. The QI must conduct an assessment and report within 30 calendar days from the date of the QI referral or from the date the child is placed into an Short Term Residential Therapeutic Program (STRTP), whichever comes first; to determine the child's behavioral health needs and goals and make certain determinations regarding whether the child's need can be met with the family members or in a family setting, and if not, the most appropriate level of care, interventions, and treatment for the child.

1. The QI must conduct the assessment prior to the child's placement into an STRTP unless the placement is an emergency.
2. The QI must prepare an assessment report to describe their assessment and determinations and recommendations for

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services and level of care needs. This report must be provided to the placing agency caseworker to be attached to the caseworker's court report. The repot must include all of the items listed in the FFPSA.

iii. The QI is required to engage with the child and family team (CFT) including the Indian child's tribe in the case of an Indian child and attend CFTM's as needed to review assessment report and recommendations for services.

iv. The QI is responsible for tracking all referrals for QI assessments, the assessments and determination of the assessments. Contractor shall report to County monthly.

v. The QI may provide and bill for SMHS service rendered by the QI to the child or on behalf of the child.
   1. Mental Health Assessment
   2. Plan Development
   3. Intensive Care Coordination

vi. QI is required to be certified to complete CANS and have an active license or registration.
   1. Contractor must provide annual verification of active license or registration, verification of annual CANS certification, and ICWA Training.

III. **Hours of Operation:**

a. Contractor agrees to offer equal availability and accessibility of services to both commercial enrollees and Medi-Cal enrollees. Contractor shall offer hours of operation for Medi-Cal enrollees that are no less than hours of operation offered to commercial enrollees, i.e., if the Contractor serves enrollees from a commercial plan as well as Medi-Cal eligible clients, the hours the Contractor makes available for commercial enrollees, must be the same for Medi-Cal enrolled clients. In other words, a contractor cannot set aside a Saturday (or any other day) just for Medi-Cal clients.

b. Crisis services for clients are to be referred to daytime or night-time MCBHRS crisis workers, unless the crisis can be handled by the contractor in the office. 5150 holds on clients cannot be completed by contractor. For all crisis evaluations the MCBHRS crisis team and/or Sheriff Department will need to be notified. The crisis line numbers for MCBHRS are (209) 966-7000 or 1-800-549-6741.

c. All clients are to be seen in a location that is appropriate for therapy and convenient to the client. Services are primarily to be provided in home or via telehealth. If a client has a circumstance that is most appropriate to be seen out of Mariposa County, approval must be obtained prior to service provision. If a client does not have an appropriate home situation for the provision of mental health services or does not have appropriate technology for telehealth, the contractor will return the client to the county for provision of services.

d. The contractor agrees to notify MCBHRS by calling the Quality Assurance Supervisor or the Deputy Director and notifying him/her of the

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temporary inability to accept new Medi-Cal clients. This suspension of referrals will exist until contractor notifies MCBHRS that new referrals can be accepted. If a contractor does not accept new referrals for a period of six-months the contract will be reviewed and, at the discretion of MCBHRS, the contract may be terminated, unless it can be shown that extenuating circumstances exist requiring the contractor to stop taking referrals.

IV. **Staffing Qualifications & Clinical Supervision :**

a. Staff Qualifications are dictated by the following standards and scope of practice as defined by California Code of Regulations, Title 9 and by MCBHRS. Information provided in this Exhibit is provided as a reference only and is not intended to set forth all of the definitions and requirements in California Code of Regulations, Title 9. Contractor shall adhere to applicable laws, regulations, and policies and procedures governing the delivery of services under this Agreement.

b. **LPHA**[1]**:** A "Licensed Practitioner of the Healing Arts" possesses a valid California clinical licensure in one of the following professional categories:

i. Licensed Professional Clinical Counselor[2]
ii. Licensed Clinical Social Worker[3]
iii. Licensed Marriage and Family Therapist[4]

c. **LPHA** Approved Activities:

i. Can function as a "Head of Service" on agency application
ii. Can authorize services as directed by MCBHRS
iii. Can conduct comprehensive assessments and provide a diagnosis without co-signature (except for RN staff, as providing a mental health diagnosis is out of their scope of practice unless extended through a standardized procedure).
iv. Can co-sign the work of other staff members within their scope of practice
v. Can claim for all services categories within their scope of practice (example, a psychiatrist and registered nurse can claim for Medication Support Services, however, psychologist, LCSWs and MFTs cannot)

d. Registered Psychologist or Psychological Assistants, Registered Associate Marriage Family Therapist, Interns and Associate Social Workers may perform the following activities under the supervision of a licensed professional within their scope of practice:

i. Cannot function as the Head of Service unless they meet qualifications dictated by the California Code of Regulations.[5]
ii. Can authorize services as directed by MCBHRS.
iii. All assessments and diagnosis must have a co-signature by a LPHA.
iv. Can claim for all Mental Health Services and Targeted Case Management within their scope of practice.
v. Cannot hold themselves out as independent practitioners and claim as an Enrolled Network Provider.[6]

e. Contractor shall utilize staff that are licensed or registered with the BBS.

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i. Contractor shall provide MCBHRS with the NPI numbers and license numbers for all providers.
ii. Contractor shall provide a copy of all applicable CEU's within 30 days of acquisition.

f. Contractor is authorized to utilize Rehabilitation Specialists who meet the qualifications outlined in Title 9, Section 630.

g. Contractor is authorized to provide case management services as an "other qualified provider" consistent with the Documentation Manual.

h. The contractor is responsible for clinical supervision of providers.

i. All contractor employees providing services or supervising services under this Agreement will have and maintain all necessary licenses, permits and certificates to provide services under this Agreement, as required by applicable state and federal laws, rules and regulations.

i. All parties must submit a disclosure statement of direct or indirect ownership, interest, control, and relationship information for persons who have an ownership or a controlling interest of the Contractor.

1. These must be submitted to the County annually and updated within 35 days after any changes in ownership occurs.

j. No "sanctioned employees" (individual or entity that is listed on either the Suspended and Ineligible Contractor List published by the California Department of Health Care Services, or any list published by the Federal Office of Inspector General regarding the sanctioning, suspension or exclusion of individuals or entities from the federal Medicare and Medicaid programs) shall be employed in any capacity.

V. **Provisions of Informing Material:**

a. The following information must be documented as being offered to the Medi-Cal Beneficiary upon entering services and upon request.

i. Grievance/Appeal forms with self-address envelopes
ii. MCBHRS Brochure
iii. Advance Directive Brochure
iv. Notice of Privacy Practices (NPP)
v. Beneficiary Handbook
vi. Client's Rights Poster

b. The following information must be documented as being offered to the Medi-Cal beneficiary upon entering services and upon request:

i. Demographic Information
ii. Client's Rights and Privileges of Confidentiality
iii. Client Problem Resolution Process MCBHRS Mental Health Provider Directory for Specialty Mental Health Services
iv. Advanced Directive Notices Information (Adults Only)
v. Notice to Medi-Cal Beneficiaries
vi. Acknowledgement of Receipt of the NPP.
vii. Payment Policy

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viii. Beneficiary Handbook (in English and Large Print) (The website allows computers with screen reader or text-to-speech software to read the materials to sight-impaired people).

c. The following information must be documented as being offered to the Medi-Cal beneficiary at least annually:

i. Notice of Privacy Practices (NPP)

ii. Beneficiary Handbook

d. The above information also must be available in easily accessible locations at all provider sites, so that the beneficiary does not have to ask anyone to get them.

VI. **Service Description:**

a. Treatment Model/Evidence Based Practices:

i. Contractor shall provide Recovery Model, client centered and culturally competent services that support achieving their identified Treatment Plan goals and objectives.

b. Targeted Population Eligibility Criteria:

i. Clients referred from MCBHRS to contractor must meet Medical Necessity Criteria for Specialty Mental Health Services as outlined in CCR Title 9 Chapter 11 Section 1830.205, 1830.210.

c. Referral Protocol:

i. MCBHRS will use the Mariposa County Bi-Directional Referral process.

ii. Contractor is expected to call the client for appointment within 5 business days of the bi-directional referral date.

iii. Contractor will notify MCBHRS in writing of denied referrals within 3 business days.

VII. **Service Delivery**

a. Contractor agrees to provide services to clients in accordance with legal and ethical standards as prescribed by all professional, federal, state, and/or local regulatory and statutory requirements.

b. Services will be provided by telehealth or in person weekly however no less frequently than a minimum of 1x per month, or more often if clinically indicated. The client may be seen by phone at a maximum of 1 x per month unless clinically indicated for more sessions.

c. If unable to get a hold of a client, at least three attempts must be made and documented in the EHR as a communication note then proceed to discharge process.

d. All services provided must be in accordance with the documentation and service delivery outlined in the Clinical Documentation Manual.

e. Any chart found to be out of compliance with the documentation manual is subject to a corrective action plan and recoupment.

f. Contractor shall ensure all services shall be delivered in a manner that respects the client's gender, language, ethnicity, spiritual beliefs, sexual orientation, and physical abilities. Contractor shall assure all clinical staff abides by the National Standards for Culture and Linguistic Appropriate Services.

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g. Contractor shall assure Limited English Proficient (LEP) individuals have free language assistance services, and be informed how to access such services

VIII. **Provision of Services:**

a. **Mental Health Assessments:**

i. Contractor may complete initial assessments, if the client does not meet medical necessity, then the contractor will refer the client to their managed care through notification to Medical Records, provide the client with a Notice of Adverse Benefit Determination (NOABD), and complete a discharge (see discharge information below).

ii. Assessment documentation must meet all Medi-Cal required elements in coordination with the documentation manual.

iii. Assessments must be completed and finalized within 30 days.

iv. Assessments must be signed and dated when completed by the provider, and appropriately signed by a co-signer if applicable.

v. Diagnosis from the most current DSM must be documented in the mental health assessment.

vi. All youth clients need to have a Child Adolescent Needs and Strengths (CANS) and a Pediatric Symptom Checklist (PSC-35) evaluation completed during the mental health assessment, quarterly upon discharge.

vii. All clients must be re-assessed at a minimum of once per year in accordance with the documentation manual.

viii. Clients must have a current assessment (at least one within the last year). Clients without a current assessment will not be eligible for claimable services.

b. **Treatment Plans:**

i. Contractor will develop a treatment plan within 60 days of the initial assessment and updated as needed throughout treatment, but no less frequently than once annually

1. A treatment plan is not considered complete unless signed by the provider and the client or authorized representative.

ii. There must be documentation of the client's participation in and agreement with the plan. The client's signature and documentation that the client was offered a copy of the plan are required elements in treatment plan documentation.

iii. All clients must have a treatment plan prior to services being provided.

iv. Clients without a treatment plan will not be eligible for claimable services. All services provided must be indicated on the treatment plan to be an eligible claim service (with the exception of crisis).

v. Contractor will be responsible for ensuring all services on the treatment plan are occurring at the frequency indicated on the treatment plan, or contractor will refer the client back to MCBHRS.

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vi. Treatment plans must be documented in accordance to the documentation manual.

c. **Ongoing Documentation Requirements**:

i. Notes shall be documented within 3 business days of the provided service.

1. Entries made after the date the service was provided must be identified as a "Late Entry" and needs to include both the date the note was written, as well as the date of the service in accordance with the documentation manual.

ii. Clients must continue to meet medical necessity as evidenced by an annual assessment and treatment plan update.

1. If at any point, a client no longer meets medical necessity, contractor will proceed with discharging the client as outlined below and in accordance with the documentation manual.

iii. Each note must describe how and why the service was medically necessary in accordance with the documentation manual.

d. **Discharges/NOABD's:**

i. Contractor will complete a NOABD and discharge in accordance with the documentation manual then notify Quality Assurance (QA) and Medical Records staff when complete.

ii. At a minimum, the client record shall document:

1. Follow-up care (to be outlined in a discharge)
2. Referrals to community resources and other agencies, when appropriate
3. The reason for discharge

iii. NOABD's will be utilized in accordance with the Notice of Adverse Benefit Determination P&P.

iv. Discharges are not claimable to Medi-Cal.

e. All records for clients must be kept in the Electronic Health Record (EHR) system. The clients chart must reflect documentation in accordance with the most recent version of the Documentation Manual. This will be monitored by the QA Unit.

f. Any chart found to be out of compliance with the provision of services listed above is subject to a corrective action plan and recoupment of any associated payment.

IX. **Mandatory Trainings**:

a. Contractor will attend monthly required meetings with MCBHRS and any additional trainings and meetings deemed necessary by MCBHRS.

b. Contractor agrees to complete annual HIPAA and Federal Tax Intercept training and comply with the mandates set forth.

c. Contractor shall ensure all staff receive annual compliance and documentation manual training.

d. Contractor shall ensure all mental health staff working in Contractor's program be required to attend a minimum of one MCBHRS cultural competency training each year or provide documentation of attendance to a cultural competence training of like nature each year.

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e. Contractor shall not be compensated for training hours and will not be charged for attendance to county hosted mandatory trainings.

f. CANS-50: If contractor is accepting clients under the age of 20, a current CANS-50 certificate must be on file for each provider.

i. CANS training is reimbursable for training time and certification costs. Contractor will invoice this training separate of service invoices.

g. FFPSA QI – Must have annual Indian and Child Welfare Act (ICWA) training.

X. **Quality Assurance:**

a. The MCBHRS Compliance Committee has the responsibility of assuring that high quality services are provided to the beneficiaries in a safe, clean, cost effective and efficient manner (See MCHHSA Compliance Plan). The Compliance Committee reviews services and programs of public private Contractor in order to ensure:

i. Accessibility;
ii. Facility is clean, sanitary, and in good repair;
iii. Fire clearance updated on a regular basis;
iv. Services are meaningful and beneficial to the client;
v. Services are culturally and linguistically competent;
vi. Contractor uses Interpreter Line when a client does not speak English and has need for another language;
vii. Services produce highly desirable results through the efficient use of resources;
viii. Services meet requirements for medical necessity.
ix. All PHI is properly stored and secured.

b. Contractor shall abide by the complete MCBHRS Compliance Plan that is designed to support and maintain a culture that promotes high standards of prevention, and the detection and resolution of conduct or procedures that do not adhere to local, state and federal laws and regulations or to MCBHRS standards and policies. The Compliance Program is comprised of the documents in the Compliance Plan and MCBHRS Compliance Policies.

i. If MCBHRS staff or any other committee of the MHP makes a finding that a Contractor may be deficient in rendering or managing care, or if other problem areas are discovered, procedures will be followed as outlined in the compliance plan. If these deficiencies or problem areas are verified, a plan of correction may be applied.

c. Contractor shall abide by MCHHSA Policy and Procedures for Grievances and Appeals.

i. All grievances and appeals are to be called in and forwarded immediately to MCBHRS. This to be made clear to all clients through posting Grievance and Appeal process in lobbies, providing access to forms, having information in the Consumer Handbook, the beneficiary handbook and a handout in the client packet (See Grievances and Appeals P&P).

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d. The Compliance Officer will monitor beneficiaries' satisfaction with services they are receiving from Contractor. MCBHRS quality assurance staff will evaluate contract performance based on agreed upon measurable objectives as determined by client and clinician in the annual treatment plan.
e. Contractor shall abide by the complete Federal False Claims Act (31 U.S.C. sections 3729-3733) (See Exhibit C).
f. Contractor shall abide by the complete MCBHRS Documentation Manual. The Documentation Manual provides documentation standards for outpatient mental health services provided or managed by MCBHRS. The manual provides a general description of service definitions and is a day-to-day resource for clinical and administrative support staff. The manual serves to ensure providers within MCBHRS meet regulatory and compliance standards of competency, accuracy, and integrity in the provision and documentation of their services.

i. MCBHRS established documentation standards in order to help realize a core value of our system, the commitment to clinical service excellence. In addition, accurate and complete documentation protects from risk in legal proceedings, helps to comply with regulatory requirements for claims for services and enables professionals to discharge their legal and ethical duties.
ii. All services are documented using Medi-Cal and Medicare documentation rules, regardless of the funding source being billed.

g. Contractor not in compliance with documentation manual will have to provide a corrective action plan (CAP) and will be subject to payment recoupment, payment denial and/or termination of contract.
h. Contractor not in compliance or adherence to the CAP will be subject to payment recoupment, payment denial and/or termination of contract.
i. The Contractor agrees to notify MCBHRS at least four weeks prior to terminating services and to provide a minimum of fifteen days written notice to affected clients.
j. In the event that the contractor requires additional documentation training the Quality Assurance unit may provide this service at a rate of $50.00 per hour. This service would include, but not be limited, to documentation support and training, chart auditing, specific coaching, and service corrections.
k. Health Insurance Portability and Accountability Act of 1996 (HIPAA):

i. Contractor agrees to the extent required by 42 U.S.C. 1171 et seq., Health Insurance Portability and Accountability Act of 1996 (HIPAA), to comply with applicable requirements of law and subsequent amendments relating to protected health information, as well as any task or activity CONTRACTOR performs on behalf of MCBHRS, to the extent MCBHRS would be required to comply with such requirements.
ii. Contractor shall ensure that all PHI (verbal, written or electronic) will be secured and protected.

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iii. Contractor shall ensure that Contractor, administrators, licensed employees and case management staff take HIPAA training from HHSA prior to seeing clients.
iv. Contractor agrees to implement appropriate safeguards and maintain individually identifiable patient health information ("Protected Health Information or "PHI", including electronic PHI) as required by HIPAA. Additionally, Contractor agrees to notify MCBHRS of disclosures of protected health information in violation of HIPAA and this Agreement and take steps to mitigate, to the extent practicable, deleterious effects of improper use of protected health information
v. Contractor shall abide by all paper records MCBHRS Policies and Procedures.
vi. Contractor agrees to implement appropriate safeguards and maintain individually identifiable patient health information ("Protected Health Information or "PHI," including electronic PHI) as required by HIPAA.
vii. Contractor agrees to notify MCBHRS immediately of disclosures of protected health information in violation of HIPAA and this Agreement and take steps to mitigate, to the extent practicable, deleterious effects of improper use of protected health information.

viii. All email communications containing client identification or other health protected information must use encryption to secure transmitted electronic health information.

l. **HHSA Code of Conduct:**
   i. Contractor agrees to review, sign and comply with MCBHRS Code of Conduct.
m. **HHSA Confidentiality Employee Statement:**
   i. Contractor agrees to review, sign and comply with the MCBHRS Confidentiality Employee Statement.
n. **Electronic Signature Policy:**
   i. Contractor agrees to review and comply with the Electronic Signature Policy.
o. **Client Surveys:**
   i. Contractor agrees to administer client satisfaction Performance Outcomes Quality Improvement surveys (CPS), CONTRACTOR will be advised of survey period in advance.

XI. **Security Requirements:**

a. Information Technology Infrastructure:
   i. Contractor will be proficient in MCBHRS electronic health record (EHR) system. Contractor is responsible for staff training in the use of EHR. Contractor shall maintain technology infrastructure to support effective use of the EHR. Contractor shall maintain a secure network for access.

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b. The following is a general outline of the Security and Information Technology Requirements.

c. Contractor shall submit all paper records to MCBHRS.

d. Contractor shall assure that Contractor, administrators, licensed employees and case management staff take HIPAA training from HHSA prior to seeing clients.

e. Contractor agrees to implement appropriate safeguards and maintain individually identifiable patient health information ("Protected Health Information or "PHI," including electronic PHI) as required by HIPAA. Additionally, Contractor agrees to notify HHSA immediately of disclosures of protected health information in violation of HIPAA and this Agreement and take steps to mitigate, to the extent practicable, deleterious effects of improper use of protected health information.

f. All email communications containing client identification or other health protected information must use encryption to secure transmitted electronic health information.

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Exhibit B

DEFICIT REDUCTION ACT – OBLIGATIONS OF COUNTY

In accordance with Section 1902(a) of the Social Security Act, the County provides the following detailed information about the Federal False Claims Act and the California False Claims Act.

THE FEDERAL FALSE CLAIMS ACT

The Federal False Claims Act ("FCA") helps the federal government combat fraud and recover losses resulting from fraud in federal programs, purchases, or contracts. 31 U.S.C. §§ 3729-3733.

I. **Actions that violate the FCA include:**

a. Knowingly submitting (or causing to be submitted) a false claim to the Government or the Armed Forces of the United States (the "Armed Forces") for payment or approval;

b. Knowingly making or using (or causing to be made or used) a false record or statement to get a false claim paid or approved by the Government;

c. Conspiring to get a false claim allowed or paid by the Government;

d. Delivering (or causing to be delivered) less property than the amount of the receipt, where the person with possession or control of the Government money or property intends to deceive the agency or conceal the property;

e. Making or delivering a receipt without completely knowing that the receipt is true, where the person authorized to make or deliver the receipt intends to defraud the Government;

f. Knowingly buying or receiving public property from an officer or employee of the Government or a member of the Armed Forces who has no legal right to sell or pledge the property; or

g. Knowingly making or using a false record to conceal, avoid, or decrease an obligation to pay money or transmit property to the Government.

h. "Knowing" and "Knowingly" means a person:

i. Has actual knowledge of the information;

ii. Acts in deliberate ignorance of the truth or falsity of the information; or

iii. Acts in reckless disregard of the truth or falsity of the information.

No proof of specific intent to defraud is required.

i. "Claim" includes any request or demand for money or property (including those made under contract) to the Government or to a contractor, grantee, or other recipient, if any portion of the requested money or property is funded by or will be reimbursed by the Government.

II. **A person or organization may be liable for:**

a. A civil penalty $5,500 to $11,000 for each false claim;

b. Three times the amount of damages sustained by the Government due to the violations; and

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c. The costs of a civil suit for recovery penalties or damages.

III. **The court may reduce the treble damages if:**

a. The person committing the violation voluntarily disclosed all information known to him or her to the U.S. officials responsible for investigating false claims violations within thirty days of obtaining the information;

b. The person fully cooperated with any Government investigation; and

c. No criminal prosecution, or civil or administrative action had been commenced at the time of the person's disclosure, and the person had no actual knowledge of an investigation into such violation.

IV. **Actions by Private Persons or *Qui Tam Plaintiffs***

a. An individual also has the right to file a civil suit for him or herself and for the Government. The suit must be filed in the name of the Government. The suit is filed and served on the Government. The suit and all information are filed under seal, and most remain under seal for at least sixty days. The suit may be dismissed only if the court and the Attorney General consent to the dismissal in writing.

b. If a *qui tam* plaintiff alleges a false claims violation, the complaint and a written disclosure of the evidence and information that the person possesses must be served on the Government. Once the action is filed, no person other than the Government is allowed to intervene or file a lawsuit based on the same facts.

V. **Rights of the Parties to *Qui tam* Actions**

a. If the Government decides to file a civil suit, it assumes responsibility for prosecuting the action and is not bound by the acts of the *qui tam* plaintiff. However, the *qui tam* plaintiff has the right to continue as a party to the action, subject to certain limitations. If the Government decides not to file a civil suit, the *qui tam* plaintiff still has the right to proceed with a lawsuit. The Government can intervene later upon a showing of good cause.

VI. **Award to *Qui tam* Plaintiff**

a. If the Government prosecutes a case initiated by a *qui tam* plaintiff and obtains an award or settlement, the *qui tam* plaintiff will receive between 15 and 25 percent of the recovery, depending on his or her contribution to the case. If the case is based primarily on information other than the disclosures of the *qui tam* plaintiff, the award cannot be more than 10 percent of the recovery.

b. If the Government decides not to intervene and the *qui tam* plaintiff successfully litigates the action, he or she will receive between 25 and 30 percent of the award or settlement. In either case, the court will award the *qui tam* plaintiff reasonable expenses and attorney's fees and costs.

c. If the court finds that the *qui tam* plaintiff planned and initiated the violation upon which the civil suit was based, it may reduce the share of the recovery that the person would otherwise receive. If the *qui tam* plaintiff is convicted of criminal conduct, he or she will be dismissed from the lawsuit and will not receive any monetary award.

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d. If the court finds the defendant not guilty and the claim frivolous in a suit conducted by a *qui tam* plaintiff, the court may award the defendant reasonable costs and attorney fees.

VII. **Certain Actions Barred**

a. An individual cannot bring a *qui tam* action against a member of Congress, a member of the judiciary, or a senior executive branch official based on evidence already known to the Government.

b. An individual cannot bring a *qui tam* suit based on allegations in a civil suit or an administrative proceeding in which the Government is already a party.

c. An individual cannot bring a *qui tam* action based on the public disclosure of allegations unless he or she is the original source (e.g., an individual with direct and independent knowledge of the information on which the allegations are based has voluntarily provided the information to the Government before filing a civil action). Public disclosure includes disclosure in a criminal, civil, or administrative hearing; in a congressional, administrative, or GAO report, hearing, audit, or investigation; or from the news media.

VIII. **Whistleblower Protection**

a. An employee who has been discharged, demoted, suspended, threatened, harassed, or in any way discriminated against by his or her employer because of involvement in a false claims disclosure is entitled to all relief necessary to make the employee whole, including:

b. Reinstatement with the same seniority status that the employee would have had but for the discrimination;

c. Two times the amount of back pay plus interest; and

d. Compensation for any special damage sustained because of the discrimination (including litigation costs and reasonable attorney's fees).

e. The protected false claims activities include investigation for, initiation of, testimony for, or assistance in a false claims action that has been or will be filed. An employee is entitled to bring an action in the district court for such relief.

THE CALIFORNIA FALSE CLAIMS ACT

The California False Claims Act ("CFCA") applies to fraud involving state, city, county or other local government funds. The CFCA encourages voluntary disclosure of fraudulent activities by rewarding individuals who report fraud and allowing courts to waive penalties for organizations that voluntarily disclose false claims. Cal. Gov't Code §§ 12650-12655.

IX. **Actions that violate the CFCA include:**

a. Knowingly submitting (or causing to be submitted) a false claim for payment or approval;

b. Knowingly making or using (or causing to be made or used) a false record or statement to get a false claim paid or approved;

c. Conspiring to get a false claim allowed or paid by the state or by any political subdivision;

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d. Benefiting from an inadvertent submission of a false claim, subsequently discovering the falsity of the claim, and failing to disclose to the state or political subdivision within a reasonable time after discovery;
e. Delivering less property than the amount of the receipt, where the person has possession or control of public property;
f. Knowingly making or delivering a false receipt, where the person is authorized to deliver a document;
g. Knowingly buying or receiving (as a pledge of an obligation or debt) public property from any person who has no legal right to sell or pledge the property; or
h. Knowingly making or using a record to conceal, avoid, or decrease an obligation to pay money or transmit property to the state or local government.
i. "Knowingly" means the person or organization:
    i. Has actual knowledge of the information;
    ii. Acts in deliberate ignorance of the truth or falsity of the information; or
    iii. Acts in reckless disregard of the truth or falsity of the information. Proof of specific intent to defraud is not required.
j. "Claim" includes any request for money, property, or services made to the state or any political subdivision (or to any contractor, grantee, or other recipient), where any portion of the money, property, or services requested was funded by the state or any political subdivision.
    i. The maximum civil penalty is $10,000, per claim. Persons who violate the CFCA may be liable to the state for three times the amount of damages that the state sustains because of the violation. The court can waive penalties and reduce damages for CFCA violations if the false claims are voluntarily disclosed.
    ii. The CFCA does not apply to false claims of less than $500. Lawsuits must be filed within three years after the violation was discovered by the state or local official who is responsible for investigating the false claim (but no more than ten years after the violation was committed.)

X. **Private or *Qui Tam* Actions/Whistleblower Provisions**

a. Individuals (or qui tam plaintiffs) can sue for violations of the CFCA. Individuals who bring an action under the CFCA receive between 15 and 33 percent of the
b. amount recovered (plus reasonable costs and attorney's fees) if the state prosecutes the case, and between 25 and 50 percent (plus reasonable costs and attorney's fees) if the qui tam plaintiff litigates the case on his or her own.
c. An individual cannot file a lawsuit based on public information, unless he or she is the original source of the information.
d. The CFCA bars employers from interfering with an employee's disclosure of false claims. Employees who report fraud and consequently suffer discrimination may be awarded (1) two times their back pay plus interest, (2) reinstatement at the seniority level they would have had except for the

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discrimination, (3) compensation for any costs or damages they have incurred, and (4) punitive damages, if appropriate.

XI. **Liability to the State or Political Subdivision**

a. A person or organization will be liable to the state or political subdivision for:

b. Three times the amount of damages that the state or local government sustains because of the false claims violations;

c. The costs of a civil suit for recovery of damages; and

d. A civil penalty of up to $10,000 for each false claim.

XII. **Certain Actions Barred**

a. An individual cannot bring a *qui tam* suit based on allegations in a civil suit or an administrative proceeding in which the state or political subdivision is already a party, .An individual cannot file a lawsuit based on the public disclosure of allegations unless he or she is the original source (e.g., an individual with direct and independent knowledge of the information on which the allegations are based). Public disclosure includes disclosure in a criminal, civil, or administrative hearing; in an investigation, report, hearing, or audit conducted by or at the request of the Senate, Assembly, auditor, or governing body of a political subdivision; or by the news media.

XIII. **Awards**

a. If the state or political subdivision prosecutes a case initiated by a *qui*

b. *tam* plaintiff and obtains an award or settlement, the *qui tam* plaintiff receives

c. between 15 and 33 percent of the recovery (plus reasonable costs and attorney's fees), depending on his or her contribution to the case. If the state or political subdivision decides not to file a lawsuit and the *qui tam* plaintiff successfully litigates the action, the *qui tam* plaintiff receives between 25 and 50 percent of the award or settlement.

d. Employees who participated in fraudulent activities are not guaranteed any recovery. If the court finds the defendant not guilty and the claim frivolous in a suit conducted by a *qui tam* plaintiff, the court may award the defendant reasonable costs and attorney fees.

XIV. **Whistleblower Protection**

a. Employers are prohibited from:

b. Making or enforcing any type of rule or policy that prevents an employee from disclosing information to a government or law enforcement agency, or from investigating, initiating, testifying, or otherwise assisting in a false claims action; or

c. Discharging, demoting, suspending, threatening, harassing, denying promotion to, or in any other manner discriminating against an employee because of his or her involvement in a false claims action.

XV. **Liability of Employer**

a. An employer who interferes with an employee's disclosure of false claims will be liable to the employee for all relief necessary to make the employee whole, including:

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b. Reinstatement with the same seniority status that the employee would have had except for the discrimination;
c. Two times the amount of back pay plus interest;
d. Compensation for any special damage sustained as a result of the discrimination; and punitive damages where appropriate.

XVI. **Limitations on Eligibility of Employees for Damages**

a. If an employee's conduct has resulted in a false claim being submitted to the state or a political subdivision, and the employee has been discriminated against by his or her employer, he or she is entitled to remedies only if he or she voluntarily disclosed information to a government or law enforcement agency or assisted in a false claims action; and was coerced (either though harassment, threats of termination demotion, or other coercive actions) by the employer or its management into committing the fraudulent activity in the first place.

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Exhibit C
PAYMENT TERMS AND CONDITIONS

I. **Approved Services and Authorization Process**:

a. Clients served under this Agreement must have prior authorization by Deputy Director of Behavioral Health before services are delivered. The Deputy Director, Quality Assurance Supervisor, or designee will authorize type of service and the duration of service being delivered.

II. **Monthly Invoicing and Payment:**

a. The rate and terms of payment shall be as set forth below. Any modification of the rate changes shall not be binding, unless a written amendment to the Agreement is executed by the parties.

b. Contractor shall submit invoices in a form approved by HHSA no later than thirty (30) days after the last day of the month in which those services were provided. Invoices submitted prior to the end of the billing period will be returned to Contractor for resubmission.

c. The County shall not be obligated to pay Contractor for services which are the subject of any bill submitted more than sixty (60) days after the last day of the month in which those services were provided or more than thirty (30) days after the Agreement terminates, whichever is earlier.

d. Notwithstanding the above, Contractor will submit invoices within ten (10) days of the end of The County fiscal year, June 30th of the current year.

e. All payment invoices shall be submitted to the following address:
Mariposa Behavioral Health and Recovery Services
PO Box 99
Mariposa, CA 95338

f. Final approved services must be submitted on an itemized invoice.

g. Services that are not in finalized format will not qualify for reimbursement.

h. Contractor may appeal a denied or modified request for payment authorization or a dispute concerning the processing or payment of a provider's itemized invoice.

i. HHSA Contractors may utilize the Provider Problem Resolution and Appeal Processes, includes.

i. A written appeal shall be submitted to HHSA within 90 calendar days of the date of receipt of the non-approval of payment or within 90 calendar days of HHSA's failure to act on the request in accordance with the time frames required by Sections 1820.220 or 1830.250, or established by HHSA pursuant to Section 1830.215.

ii. HHSA shall have 60 calendar days from its receipt of the appeal to inform the provider in writing of the decision, including a statement of the reasons for the decision that addresses each issue raised by the provider, and any action required by the provider to implement the decision.

iii. If the appeal concerns the denial or modification of the HHSA payment authorization request, HHSA shall utilize personnel not

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involved in the initial denial or modification decision to determine the appeal decision.

iv. If the appeal is not granted in full, the provider shall be notified of any right to submit an appeal to the Department of Health Services (DHCS) pursuant to Section 1850.320.

v. If applicable, the provider shall submit a revised request for HHSA payment authorization within 30 calendar days from receipt of the HHSA's decision to approve the HHSA payment authorization request.

vi. If applicable, HHSA shall have 14 calendar days from the date of receipt of the provider's revised request for HHSA payment authorization to submit the documentation to the Medi-Cal fiscal intermediary that is required to process the HHSA payment authorization.

j. If HHSA does not respond within 60 calendar days to the appeal, the appeal shall be considered denied in full by HHSA.

III. **Medi-Cal Requirements and Payment Limitations:**

a. Contractor agrees to participate fully in the Medi-Cal Specialty Mental Health program and will provide County with all documentation needed to enable the County to submit claims for services provided by Contractor to Medi-Cal beneficiaries.

b. Contractor's Approved Procedure Codes and Provisional Rates For Specialty Mental Health Services:

i. When billing the County for authorized services provided to County clients, Contractor will use the appropriate coding as outlined in Exhibit A, item #2. Program Description.

c. Contractors will be reimbursed at the rates listed below and based on documentation in the Electronic Health Records System:

i. $118.50 per hour for Medi-Cal clients.

ii. $118.50 per **server** hour for each individual Medi-Cal client seen in a group.

d. **Any recoupment of funds by DHCS of contractor services are subject to recoupment of the contractor, as a result of state or federal audits.**

IV. **Family First Prevention Services Payment (FFPSA) Qualified Individual (QI):**

a. Contractor will be reimbursed at the rate listed below and based on documentation in the electronic health record.

i. $120.00 per hour for Family First Prevention Services Act (FFPSA) Qualified Individual (QI) activities that are not claimable. These activities must be itemized on each invoice.

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AGREEMENT ROUTING SHEET

D.20.c

To: *Danielle Bondshu or Tracy Gauthier* **Dept.:** *Clerk of the Board* **Date:** October 31, 2022

From: Beth Alexander **Agreement with:** Transformations

Section 1: TYPE OF PROCESSING REQUESTED: *(Complete all Section 1. fields.)*

1) Is this a digital signature request? Yes ☒ No ☐ *(If No, please provide two original copies signed by vendor.)*

2) Is this the standard County Agreement Form? Yes ☒ No ☐ *If No, please answer the following question:*

a. Has this non-standard agreement been vetted by County Counsel (if NOT going to the Board)?

Yes ☐ No ☐

(If Yes, provide approval to COB via email. If No, see instructions below. **Non-standard agreements will NOT be processed without County Counsel's approval.**)

Section 2: VENDOR AND AGREEMENT TYPE *(Complete all Section 2. fields.)*

Vendor Signator & Title: Christine Doss, Owner
(Name of person signing the agreement, and their title)

Vendor Email: cldoss@gmail.com
(Email of signee)

For: Family First Prevention Services Act (FFPSA)
(Provide a brief description of the service provided or product purchased, i.e. "Police service dog training", "Annual Senior Health Fair", etc.)

Term: 7/1/2022 - 6/30/2023
(Enter beginning "to" end. ***Must be 1 year or less for DH or CAO agreements****.*

Is this an Amendment to an Agreement? Yes ☒ No ☐

(If Yes, attach copies of all prior amendments, *AS WELL* as the initial agreement.)

Section 3: PURCHASING AUTHORIZATION *(Complete the appropriate Section 3. field.)*

☐ **BOARD ACTION** M/Traq ID # or Res No.: _____ Scheduled Date: _____

☒ **PURCHASING CODE (CAO or Department Heads - County Code Chapter 3.08.):**

☐ $_____ **DEPARTMENT HEADS, Under $10,000** (MCC Section 3.08.050):
(Purchasing Agent's approval required to purchase or lease real property or storage space.)

☒ $ 50,000 **CAO as Purchasing Agent, Under $50,000** (MCC Section 3.08.090):

Section 4: OTHER AUTHORIZATION *(Complete the appropriate Section 4. field.)*

☐ **CODE COMPLIANCE AGREEMENTS (Signature Authority Policy (SAP) 5.2.1.3)** $_____

☐ **SOFTWARE AS A SERVICE or OTHER SUBSCRIPTIONS or LICENSES (SAP 5.2.1.4)** $_____

☐ **INDEMNIFICATION AGREEMENTS (Res. 05-117 and 04-346)** $_____

☐ **INTRA-AGENCY AGREEMENTS & MOUs (SAP 5.2.1.2)** $_____

DIGITAL SIGNATURE INSTRUCTIONS

A. DH/CAO Approvals:

- **If using the UNCHANGED County agreement template, proceed with routing to Clerk of the Board.**
- **If using vendor supplied agreements, or MODIFIED County Agreement template:**

1) Email to County Counsel's Office for vetting first (without routing slip.)
2) After approval by County Counsel, submit to Clerk of the Board's Office WITH email or other verification of County Counsel's approval, and a completed routing sheet.

B. BOARD Items:

- **Email a digital version of the agreement** *(indicating the pages needing to be signed)* **and this routing sheet to the Clerk of the Board's Office.**

ROUTING

- **HARD COPIES:** Route agreements and routing sheet via interoffice mail to Tracy or Danielle in the COB's Office.
- **DIGITAL COPIES:** Combine agreement and new routing slip into one PDF document and email to Danielle (dwardle@mariposacounty.org) and Tracy (tgauthier@mariposacounty.org) in the COB's Office for procurement of signatures.

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AGREEMENT FOR COUNSELING SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this 15th day of June, 20 22 by and between the County of Mariposa, a political subdivision of the State of California, ("County"), and 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 services as described in Exhibit A, "Scope of Work" and Exhibit B, "Deficit Reduction Act – Obligations of County", 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 $50,000. Contractor's rates are listed in Exhibit C, "Payment Terms and Conditions", 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.

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(3) Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than $1,000,000 per accident for bodily injury or disease.

(4) Professional Liability (Errors and Omissions): Insurance appropriate to Contractor's profession, with a limit of no less than $2,000,000 per occurrence or claim, $2,000,000 aggregate.

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, County requires and shall be entitled to the broader coverage and/or higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to County.

B. OTHER INSURANCE PROVISIONS

The insurance policies are to contain, or be endorsed to contain, the following provisions:

(1) Additional Insured Status: County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 forms if a later edition is used).

(2) Primary Coverage: For any claims related to this Agreement, Contractor's insurance coverage shall be primary insurance as respects County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

(3) Notice of Cancellation: Each insurance policy required above shall state that coverage shall not be canceled, except with at least thirty (30) calendar days' notice to County.

(4) Waiver of Subrogation: Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not County has received a waiver of subrogation endorsement from the insurer.

(5) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by County. County may require Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

(6) Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to County.

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(7) Verification of Coverage: Contractor shall furnish County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Contractor's obligation to provide them. County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

(8) Subcontractors: Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors.

(9) Special Risks or Circumstances: County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

5. HOLD HARMLESS/INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall hold harmless, defend at its own expense, and indemnify County, its officers, employees, agents, and volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees, arising from all acts or omissions of Contractor or its officers, agents, or employees in rendering services under this Agreement; excluding however such liability, claims, losses, damages, or expenses arising from County's sole negligence of willful acts.

6. INDEPENDENT CONTRACTOR

It is the expressed intention of the parties that Contractor is an independent contractor and not an employee, agent, joint venturer or partner of County. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between County and Contractor or any employee or agent of Contractor. Both parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall retain the right to perform services for others during the term of this Agreement.

7. PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the Public Employees Retirement System (CalPERS) to be eligible for enrollment in CalPERS as an employee of County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

8. STATE AND FEDERAL TAXES

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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 all of its premises, physical facilities, equipment, books, records, documents contracts, computers, or other electronic systems pertaining to Medi-Cal enrollees, Medi-Cal related activities, services and activities furnished under the terms of this contract, or determinations of amounts payable available to County, Department of Health Care Services (DHCS), Centers for Medicare and Medicaid Services (CSM), Health and Human Services (HHS) Inspector General, the United States Comptroller General, their designees, and other authorized federal and state agencies. (42 C.F.R. §438.3(h)). 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. This audit right will exist for 10 years from the final date of the contract period or from the date of completion of any audit, whichever is later. (42.C.F.R. §438.230(c)(3)(iii).) DHCS, CMS, or the HHS Inspector General may inspect, evaluate, and audit the subcontractor at any time if there is a reasonable possibility of fraud or similar risk, then. (42 C.F.R. §438.230(c)(3)(iv).) 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:
Transformations
35686 Hwy 41 Suite C

COUNTY:
County of Mariposa
5362 Lemee Lane

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Coarsegold, CA 93614

P.O. Box 99
Mariposa, CA 95338

12. NONDESCRIMINATION AND 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. Consistent with the requirements of applicable federal law, such as 42 Code of Federal Regulations, part 438.3(d)(3) and (4), and state law, the contractor shall not engage in any unlawful discriminatory practices in the admission of beneficiaries, assignments of accommodations, treatment, evaluation, employment of personnel, or in any other respect on the basis of race, color, gender, gender identity, religion, marital status, national origin, age, sexual orientation, or mental or physical handicap or as prohibited by state or federal law.

Contractor shall comply with the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, pertaining to the prohibition of discrimination against qualified handicapped persons in all federally assisted programs or activities, as detailed in regulations signed by the Secretary of Health and Human Services, effective June2, 1977, and found in the Federal Register, Volume 42, No. 86, dated May 4, 1977.

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.

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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 C.

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 C.

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

17. NO WAIVER

The failure to exercise any right to enforce any remedy contained in this Agreement shall not operate as to be construed to be a waiver or relinquishment of the exercise of such right or remedy, or of any other right or remedy herein contained.

18. DISPUTES

Should it become necessary for a party to this Agreement to bring an action in connection with this Agreement, the prevailing party in any such action shall be entitled to reimbursement for all expenses so incurred, including reasonable attorney's fees.

It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a court of competent jurisdiction in the County of Mariposa, State of California.

19. CAPTIONS

The captions of this Agreement are for convenience and reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

20. NUMBER AND GENDER

In this Agreement, the neutral gender includes the feminine and masculine, the singular includes the plural, and the word "person" includes corporations, partnerships, firms or associations, wherever the context so requires.

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21. MANDATORY AND PERMISSIVE

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

22. SUCCESSORS AND ASSIGNS

All representations, covenants and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

23. COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA"), Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA, as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

24. OTHER DOCUMENTS

The parties agree that they shall cooperate in good faith to accomplish the object of this Agreement and, to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.

25. CONTROLLING LAW

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

26. AUTHORITY

Each party and each party's signatory warrant and represent that each has full authority and capacity to enter into this Agreement in accordance with all requirements of law. The parties also warrant that any signed amendment or modification to this Agreement shall comply with all requirements of law, including capacity and authority to amend or modify this Agreement.

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27. NEGOTIATED AGREEMENT

This Agreement has been arrived at through negotiation between the parties. Neither party is to be deemed the party which prepared this Agreement within the meaning of California Civil Code section 1654. Each party represents and warrants that in executing this Agreement it does so with full knowledge of the rights and duties it may have with respect to the other party. Each party also warrants and represents that it has received independent legal advice from its attorney with respect to the matters set forth in this Agreement and the rights and duties arising out of this Agreement, or that such party willingly foregoes any such consultation.

28. NO RELIANCE ON REPRESENTATIONS

Each party warrants and represents that it is not relying and has not relied upon any representation or statement made by the other party with respect to the facts involved or its rights or duties. Each party understands and agrees that the facts relevant, or believed to be relevant to this Agreement, have been independently verified. Each party further understands that it is responsible for verifying the representations of law or fact provided by the other party.

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.

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

COUNTY OF MARIPOSA

74929D982E9
Jay D Kimble
ZorroSign

Jay D. Kimble
County Administrative Officer

CONTRACTOR

74929D982F3
Christine Doss
ZorroSign

Christine Doss, Owner
Transformations

APPROVED AS TO LEGAL FORM:

74929D982DF
Steven W. Dahlem
ZorroSign

Steven W. Dahlem
County Counsel

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Exhibit A
SCOPE OF WORK

I. **Contact Person & Information:**

Transformations
Christine Doss

II. **Program Description:**

a. Mental Health Services - Contractors may provide "covered" services to Medi-Cal clients that are listed under the Specialty Mental Health Services of the Mental Health Plan.
   i. Authorized services include:
      1. Initial and annual updated assessments;
      2. Individual Therapy;
      3. Group Therapy;
      4. Family Therapy;
      5. Plan Development;
      6. Case Management;
      7. Crisis Intervention;
      8. Rehabilitation Services;
      9. Intensive Care Coordination;
      10. Intensive Home Based Services;
   ii. All clients must meet target population criteria. Target population are those who meets medical necessity criteria for Specialty Mental Health Services. All services are intended to be provided within Mariposa County, unless otherwise authorized by Mariposa County Behavioral Health and Recovery Services (MCBHRS).

b. Family First Prevention Services Act (FFPSA) Qualified Individual (QI) – Contractor may provide FFSPA QI activities as outlined below.
   i. Contractor will comply with all regulations and requirements as outlined in the Family First Prevention Services Act.
   ii. The QI must conduct an assessment and report within 30 calendar days from the date of the QI referral or from the date the child is placed into an Short Term Residential Therapeutic Program (STRTP), whichever comes first; to determine the child's behavioral health needs and goals and make certain determinations regarding whether the child's need can be met with the family members or in a family setting, and if not, the most appropriate level of care, interventions, and treatment for the child.
      1. The QI must conduct the assessment prior to the child's placement into an STRTP unless the placement is an emergency.
      2. The QI must prepare an assessment report to describe their assessment and determinations and recommendations for services and level of care needs. This report must be provided to the placing

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agency caseworker to be attached to the caseworker's court report. The repot must include all of the items listed in the FFPSA.

iii. The QI is required to engage with the child and family team (CFT) including the Indian child's tribe in the case of an Indian child and attend CFTM's as needed to review assessment report and recommendations for services.

iv. The QI is responsible for tracking all referrals for QI assessments, the assessments and determination of the assessments. Contractor shall report to County monthly.

v. The QI may provide and bill for SMHS service rendered by the QI to the child or on behalf of the child.
   1. Mental Health Assessment
   2. Plan Development
   3. Intensive Care Coordination

vi. QI is required to be certified to complete CANS and have an active license or registration.
   1. Contractor must provide annual verification of active license or registration, verification of annual CANS certification, and ICWA Training.

III. **Hours of Operation:**

a. Contractor agrees to offer equal availability and accessibility of services to both commercial enrollees and Medi-Cal enrollees. Contractor shall offer hours of operation for Medi-Cal enrollees that are no less than hours of operation offered to commercial enrollees, i.e., if the Contractor serves enrollees from a commercial plan as well as Medi-Cal eligible clients, the hours the Contractor makes available for commercial enrollees, must be the same for Medi-Cal enrolled clients. In other words, a contractor cannot set aside a Saturday (or any other day) just for Medi-Cal clients.

b. Crisis services for clients are to be referred to daytime or night-time MCBHRS crisis workers, unless the crisis can be handled by the contractor in the office. 5150 holds on clients cannot be completed by contractor. For all crisis evaluations the MCBHRS crisis team and/or Sheriff Department will need to be notified. The crisis line numbers for MCBHRS are (209) 966-7000 or 1-800-549-6741.

c. All clients are to be seen in a location that is appropriate for therapy and convenient to the client. Services are primarily to be provided in home or via telehealth. If a client has a circumstance that is most appropriate to be seen out of Mariposa County, approval must be obtained prior to service provision. If a client does not have an appropriate home situation for the provision of mental health services or does not have appropriate technology for telehealth, the contractor will return the client to the county for provision of services.

d. The contractor agrees to notify MCBHRS by calling the Quality Assurance Supervisor or the Deputy Director and notifying him/her of the temporary inability to accept new Medi-Cal clients. This suspension of referrals will exist until contractor notifies MCBHRS that new referrals can be accepted. If

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a contractor does not accept new referrals for a period of six-months the contract will be reviewed and, at the discretion of MCBHRS, the contract may be terminated, unless it can be shown that extenuating circumstances exist requiring the contractor to stop taking referrals.

IV. **Staffing Qualifications & Clinical Supervision :**

a. Staff Qualifications are dictated by the following standards and scope of practice as defined by California Code of Regulations, Title 9 and by MCBHRS. Information provided in this Exhibit is provided as a reference only and is not intended to set forth all of the definitions and requirements in California Code of Regulations, Title 9. Contractor shall adhere to applicable laws, regulations, and policies and procedures governing the delivery of services under this Agreement.

b. **LPHA**[1]**:** A "Licensed Practitioner of the Healing Arts" possesses a valid California clinical licensure in one of the following professional categories:
   i. Licensed Professional Clinical Counselor[2]
   ii. Licensed Clinical Social Worker[3]
   iii. Licensed Marriage and Family Therapist[4]

c. **LPHA** Approved Activities:
   i. Can function as a "Head of Service" on agency application
   ii. Can authorize services as directed by MCBHRS
   iii. Can conduct comprehensive assessments and provide a diagnosis without co-signature (except for RN staff, as providing a mental health diagnosis is out of their scope of practice unless extended through a standardized procedure).
   iv. Can co-sign the work of other staff members within their scope of practice
   v. Can claim for all services categories within their scope of practice (example, a psychiatrist and registered nurse can claim for Medication Support Services, however, psychologist, LCSWs and MFTs cannot)

d. Registered Psychologist or Psychological Assistants, Registered Associate Marriage Family Therapist, Interns and Associate Social Workers may perform the following activities under the supervision of a licensed professional within their scope of practice:
   i. Cannot function as the Head of Service unless they meet qualifications dictated by the California Code of Regulations.[5]
   ii. Can authorize services as directed by MCBHRS.
   iii. All assessments and diagnosis must have a co-signature by a LPHA.
   iv. Can claim for all Mental Health Services and Targeted Case Management within their scope of practice.
   v. Cannot hold themselves out as independent practitioners and claim as an Enrolled Network Provider.[6]

e. Contractor shall utilize staff that are licensed or registered with the BBS.
   i. Contractor shall provide MCBHRS with the NPI numbers and license numbers for all providers.
   ii. Contractor shall provide a copy of all applicable CEU's within 30 days of acquisition.

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f. Contractor is authorized to utilize Rehabilitation Specialists who meet the qualifications outlined in Title 9, Section 630.
g. Contractor is authorized to provide case management services as an "other qualified provider" consistent with the Documentation Manual.
h. The contractor is responsible for clinical supervision of providers.
i. All contractor employees providing services or supervising services under this Agreement will have and maintain all necessary licenses, permits and certificates to provide services under this Agreement, as required by applicable state and federal laws, rules and regulations.
    i. All parties must submit a disclosure statement of direct or indirect ownership, interest, control, and relationship information for persons who have an ownership or a controlling interest of the Contractor.
        1. These must be submitted to the County annually and updated within 35 days after any changes in ownership occurs.
j. No "sanctioned employees" (individual or entity that is listed on either the Suspended and Ineligible Contractor List published by the California Department of Health Care Services, or any list published by the Federal Office of Inspector General regarding the sanctioning, suspension or exclusion of individuals or entities from the federal Medicare and Medicaid programs) shall be employed in any capacity.

V. **Provisions of Informing Material:**

a. The following information must be documented as being offered to the Medi-Cal Beneficiary upon entering services and upon request.
    i. Grievance/Appeal forms with self-address envelopes
    ii. MCBHRS Brochure
    iii. Advance Directive Brochure
    iv. Notice of Privacy Practices (NPP)
    v. Beneficiary Handbook
    vi. Client's Rights Poster
b. The following information must be documented as being offered to the Medi-Cal beneficiary upon entering services and upon request:
    i. Demographic Information
    ii. Client's Rights and Privileges of Confidentiality
    iii. Client Problem Resolution Process MCBHRS Mental Health Provider Directory for Specialty Mental Health Services
    iv. Advanced Directive Notices Information (Adults Only)
    v. Notice to Medi-Cal Beneficiaries
    vi. Acknowledgement of Receipt of the NPP.
    vii. Payment Policy
    viii. Beneficiary Handbook (in English and Large Print) (The website allows computers with screen reader or text-to-speech software to read the materials to sight-impaired people).
c. The following information must be documented as being offered to the Medi-Cal beneficiary at least annually:
    i. Notice of Privacy Practices (NPP)
    ii. Beneficiary Handbook

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d. The above information also must be available in easily accessible locations at all provider sites, so that the beneficiary does not have to ask anyone to get them.

VI. **Service Description:**

a. Treatment Model/Evidence Based Practices:
   i. Contractor shall provide Recovery Model, client centered and culturally competent services that support achieving their identified Treatment Plan goals and objectives.

b. Targeted Population Eligibility Criteria:
   i. Clients referred from MCBHRS to contractor must meet Medical Necessity Criteria for Specialty Mental Health Services as outlined in CCR Title 9 Chapter 11 Section 1830.205, 1830.210.

c. Referral Protocol:
   i. MCBHRS will use the Mariposa County Bi-Directional Referral process.
   ii. Contractor is expected to call the client for appointment within 5 business days of the bi-directional referral date.
   iii. Contractor will notify MCBHRS in writing of denied referrals within 3 business days.

VII. **Service Delivery**

a. Contractor agrees to provide services to clients in accordance with legal and ethical standards as prescribed by all professional, federal, state, and/or local regulatory and statutory requirements.

b. Services will be provided by telehealth or in person weekly however no less frequently than a minimum of 1x per month, or more often if clinically indicated. The client may be seen by phone at a maximum of 1 x per month unless clinically indicated for more sessions.

c. If unable to get a hold of a client, at least three attempts must be made and documented in the EHR as a communication note then proceed to discharge process.

d. All services provided must be in accordance with the documentation and service delivery outlined in the Clinical Documentation Manual.

e. Any chart found to be out of compliance with the documentation manual is subject to a corrective action plan and recoupment.

f. Contractor shall ensure all services shall be delivered in a manner that respects the client's gender, language, ethnicity, spiritual beliefs, sexual orientation, and physical abilities. Contractor shall assure all clinical staff abides by the National Standards for Culture and Linguistic Appropriate Services.

g. Contractor shall assure Limited English Proficient (LEP) individuals have free language assistance services, and be informed how to access such services

VIII. **Provision of Services:**

a. **Mental Health Assessments:**
   i. Contractor may complete initial assessments, if the client does not meet medical necessity, then the contractor will refer the client to their managed care through notification to Medical Records, provide the client with a Notice of Adverse Benefit Determination (NOABD), and complete a discharge (see discharge information below).

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ii. Assessment documentation must meet all Medi-Cal required elements in coordination with the documentation manual.
iii. Assessments must be completed and finalized within 30 days.
iv. Assessments must be signed and dated when completed by the provider, and appropriately signed by a co-signer if applicable.
v. Diagnosis from the most current DSM must be documented in the mental health assessment.
vi. All youth clients need to have a Child Adolescent Needs and Strengths (CANS) and a Pediatric Symptom Checklist (PSC-35) evaluation completed during the mental health assessment, quarterly upon discharge.
vii. All clients must be re-assessed at a minimum of once per year in accordance with the documentation manual.
viii. Clients must have a current assessment (at least one within the last year). Clients without a current assessment will not be eligible for claimable services.

b. **Treatment Plans:**
   i. Contractor will develop a treatment plan within 60 days of the initial assessment and updated as needed throughout treatment, but no less frequently than once annually
      1. A treatment plan is not considered complete unless signed by the provider and the client or authorized representative.
   ii. There must be documentation of the client's participation in and agreement with the plan. The client's signature and documentation that the client was offered a copy of the plan are required elements in treatment plan documentation.
   iii. All clients must have a treatment plan prior to services being provided.
   iv. Clients without a treatment plan will not be eligible for claimable services. All services provided must be indicated on the treatment plan to be an eligible claim service (with the exception of crisis).
   v. Contractor will be responsible for ensuring all services on the treatment plan are occurring at the frequency indicated on the treatment plan, or contractor will refer the client back to MCBHRS.
   vi. Treatment plans must be documented in accordance to the documentation manual.

c. **Ongoing Documentation Requirements**:
   i. Notes shall be documented within 3 business days of the provided service.
      1. Entries made after the date the service was provided must be identified as a "Late Entry" and needs to include both the date the note was written, as well as the date of the service in accordance with the documentation manual.
   ii. Clients must continue to meet medical necessity as evidenced by an annual assessment and treatment plan update.
      1. If at any point, a client no longer meets medical necessity, contractor will proceed with discharging the client as outlined below and in accordance with the documentation manual.

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iii. Each note must describe how and why the service was medically necessary in accordance with the documentation manual.

d. **Discharges/NOABD's:**
   i. Contractor will complete a NOABD and discharge in accordance with the documentation manual then notify Quality Assurance (QA) and Medical Records staff when complete.
   ii. At a minimum, the client record shall document:
      1. Follow-up care (to be outlined in a discharge)
      2. Referrals to community resources and other agencies, when appropriate
      3. The reason for discharge
   iii. NOABD's will be utilized in accordance with the Notice of Adverse Benefit Determination P&P.
   iv. Discharges are not claimable to Medi-Cal.

e. All records for clients must be kept in the Electronic Health Record (EHR) system. The clients chart must reflect documentation in accordance with the most recent version of the Documentation Manual. This will be monitored by the QA Unit.

f. Any chart found to be out of compliance with the provision of services listed above is subject to a corrective action plan and recoupment of any associated payment.

IX. **Mandatory Trainings**:

a. Contractor will attend monthly required meetings with MCBHRS and any additional trainings and meetings deemed necessary by MCBHRS.

b. Contractor agrees to complete annual HIPAA and Federal Tax Intercept training and comply with the mandates set forth.

c. Contractor shall ensure all staff receive annual compliance and documentation manual training.

d. Contractor shall ensure all mental health staff working in Contractor's program be required to attend a minimum of one MCBHRS cultural competency training each year or provide documentation of attendance to a cultural competence training of like nature each year.

e. Contractor shall not be compensated for training hours and will not be charged for attendance to county hosted mandatory trainings.

f. CANS-50: If contractor is accepting clients under the age of 20, a current CANS-50 certificate must be on file for each provider.
   i. CANS training is reimbursable for training time and certification costs. Contractor will invoice this training separate of service invoices.

g. FFPSA QI – Must have annual Indian and Child Welfare Act (ICWA) training.

X. **Quality Assurance:**

a. The MCBHRS Compliance Committee has the responsibility of assuring that high quality services are provided to the beneficiaries in a safe, clean, cost effective and efficient manner (See MCHHSA Compliance Plan). The Compliance Committee reviews services and programs of public private Contractor in order to ensure:
   i. Accessibility;

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ii. Facility is clean, sanitary, and in good repair;
iii. Fire clearance updated on a regular basis;
iv. Services are meaningful and beneficial to the client;
v. Services are culturally and linguistically competent;
vi. Contractor uses Interpreter Line when a client does not speak English and has need for another language;
vii. Services produce highly desirable results through the efficient use of resources;
viii. Services meet requirements for medical necessity.
ix. All PHI is properly stored and secured.

b. Contractor shall abide by the complete MCBHRS Compliance Plan that is designed to support and maintain a culture that promotes high standards of prevention, and the detection and resolution of conduct or procedures that do not adhere to local, state and federal laws and regulations or to MCBHRS standards and policies. The Compliance Program is comprised of the documents in the Compliance Plan and MCBHRS Compliance Policies.
    i. If MCBHRS staff or any other committee of the MHP makes a finding that a Contractor may be deficient in rendering or managing care, or if other problem areas are discovered, procedures will be followed as outlined in the compliance plan. If these deficiencies or problem areas are verified, a plan of correction may be applied.
c. Contractor shall abide by MCHHSA Policy and Procedures for Grievances and Appeals.
    i. All grievances and appeals are to be called in and forwarded immediately to MCBHRS. This to be made clear to all clients through posting Grievance and Appeal process in lobbies, providing access to forms, having information in the Consumer Handbook, the beneficiary handbook and a handout in the client packet (See Grievances and Appeals P&P).
d. The Compliance Officer will monitor beneficiaries' satisfaction with services they are receiving from Contractor. MCBHRS quality assurance staff will evaluate contract performance based on agreed upon measurable objectives as determined by client and clinician in the annual treatment plan.
e. Contractor shall abide by the complete Federal False Claims Act (31 U.S.C. sections 3729-3733) (See Exhibit C).
f. Contractor shall abide by the complete MCBHRS Documentation Manual. The Documentation Manual provides documentation standards for outpatient mental health services provided or managed by MCBHRS. The manual provides a general description of service definitions and is a day-to-day resource for clinical and administrative support staff. The manual serves to ensure providers within MCBHRS meet regulatory and compliance standards of competency, accuracy, and integrity in the provision and documentation of their services.
    i. MCBHRS established documentation standards in order to help realize a core value of our system, the commitment to clinical service excellence. In addition, accurate and complete documentation protects from risk in legal proceedings, helps to comply with regulatory requirements for

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claims for services and enables professionals to discharge their legal and ethical duties.

ii. All services are documented using Medi-Cal and Medicare documentation rules, regardless of the funding source being billed.

g. Contractor not in compliance with documentation manual will have to provide a corrective action plan (CAP) and will be subject to payment recoupment, payment denial and/or termination of contract.

h. Contractor not in compliance or adherence to the CAP will be subject to payment recoupment, payment denial and/or termination of contract.

i. The Contractor agrees to notify MCBHRS at least four weeks prior to terminating services and to provide a minimum of fifteen days written notice to affected clients.

j. In the event that the contractor requires additional documentation training the Quality Assurance unit may provide this service at a rate of $50.00 per hour. This service would include, but not be limited, to documentation support and training, chart auditing, specific coaching, and service corrections.

k. Health Insurance Portability and Accountability Act of 1996 (HIPAA):

i. Contractor agrees to the extent required by 42 U.S.C. 1171 et seq., Health Insurance Portability and Accountability Act of 1996 (HIPAA), to comply with applicable requirements of law and subsequent amendments relating to protected health information, as well as any task or activity CONTRACTOR performs on behalf of MCBHRS, to the extent MCBHRS would be required to comply with such requirements.

ii. Contractor shall ensure that all PHI (verbal, written or electronic) will be secured and protected.

iii. Contractor shall ensure that Contractor, administrators, licensed employees and case management staff take HIPAA training from HHSA prior to seeing clients.

iv. Contractor agrees to implement appropriate safeguards and maintain individually identifiable patient health information ("Protected Health Information or "PHI", including electronic PHI) as required by HIPAA. Additionally, Contractor agrees to notify MCBHRS of disclosures of protected health information in violation of HIPAA and this Agreement and take steps to mitigate, to the extent practicable, deleterious effects of improper use of protected health information

v. Contractor shall abide by all paper records MCBHRS Policies and Procedures.

vi. Contractor agrees to implement appropriate safeguards and maintain individually identifiable patient health information ("Protected Health Information or "PHI," including electronic PHI) as required by HIPAA.

vii. Contractor agrees to notify MCBHRS immediately of disclosures of protected health information in violation of HIPAA and this Agreement and take steps to mitigate, to the extent practicable, deleterious effects of improper use of protected health information.

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viii. All email communications containing client identification or other health protected information must use encryption to secure transmitted electronic health information.

l. **HHSA Code of Conduct:**
   i. Contractor agrees to review, sign and comply with MCBHRS Code of Conduct.

m. **HHSA Confidentiality Employee Statement:**
   i. Contractor agrees to review, sign and comply with the MCBHRS Confidentiality Employee Statement.

n. **Electronic Signature Policy:**
   i. Contractor agrees to review and comply with the Electronic Signature Policy.

o. **Client Surveys:**
   i. Contractor agrees to administer client satisfaction Performance Outcomes Quality Improvement surveys (CPS), CONTRACTOR will be advised of survey period in advance.

XI. **Security Requirements:**

a. Information Technology Infrastructure:
   i. Contractor will be proficient in MCBHRS electronic health record (EHR) system. Contractor is responsible for staff training in the use of EHR. Contractor shall maintain technology infrastructure to support effective use of the EHR. Contractor shall maintain a secure network for access.

b. The following is a general outline of the Security and Information Technology Requirements.
   c. Contractor shall submit all paper records to MCBHRS.
   d. Contractor shall assure that Contractor, administrators, licensed employees and case management staff take HIPAA training from HHSA prior to seeing clients.
   e. Contractor agrees to implement appropriate safeguards and maintain individually identifiable patient health information ("Protected Health Information or "PHI," including electronic PHI) as required by HIPAA. Additionally, Contractor agrees to notify HHSA immediately of disclosures of protected health information in violation of HIPAA and this Agreement and take steps to mitigate, to the extent practicable, deleterious effects of improper use of protected health information.
   f. All email communications containing client identification or other health protected information must use encryption to secure transmitted electronic health information.

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Exhibit B

DEFICIT REDUCTION ACT – OBLIGATIONS OF COUNTY

In accordance with Section 1902(a) of the Social Security Act, the County provides the following detailed information about the Federal False Claims Act and the California False Claims Act.

THE FEDERAL FALSE CLAIMS ACT

The Federal False Claims Act ("FCA") helps the federal government combat fraud and recover losses resulting from fraud in federal programs, purchases, or contracts. 31 U.S.C. §§ 3729-3733.

I. Actions that violate the FCA include:

a. Knowingly submitting (or causing to be submitted) a false claim to the Government or the Armed Forces of the United States (the "Armed Forces") for payment or approval;
b. Knowingly making or using (or causing to be made or used) a false record or statement to get a false claim paid or approved by the Government;
c. Conspiring to get a false claim allowed or paid by the Government;
d. Delivering (or causing to be delivered) less property than the amount of the receipt, where the person with possession or control of the Government money or property intends to deceive the agency or conceal the property;
e. Making or delivering a receipt without completely knowing that the receipt is true, where the person authorized to make or deliver the receipt intends to defraud the Government;
f. Knowingly buying or receiving public property from an officer or employee of the Government or a member of the Armed Forces who has no legal right to sell or pledge the property; or
g. Knowingly making or using a false record to conceal, avoid, or decrease an obligation to pay money or transmit property to the Government.
h. "Knowing" and "Knowingly" means a person:
    i. Has actual knowledge of the information;
    ii. Acts in deliberate ignorance of the truth or falsity of the information; or
    iii. Acts in reckless disregard of the truth or falsity of the information. No proof of specific intent to defraud is required.
i. "Claim" includes any request or demand for money or property (including those made under contract) to the Government or to a contractor, grantee, or other recipient, if any portion of the requested money or property is funded by or will be reimbursed by the Government.

II. A person or organization may be liable for:

a. A civil penalty $5,500 to $11,000 for each false claim;
b. Three times the amount of damages sustained by the Government due to the violations; and
c. The costs of a civil suit for recovery penalties or damages.

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III. The court may reduce the treble damages if:

a. The person committing the violation voluntarily disclosed all information known to him or her to the U.S. officials responsible for investigating false claims violations within thirty days of obtaining the information;
b. The person fully cooperated with any Government investigation; and
c. No criminal prosecution, or civil or administrative action had been commenced at the time of the person's disclosure, and the person had no actual knowledge of an investigation into such violation.

IV. **Actions by Private Persons or *Qui Tam Plaintiffs***

a. An individual also has the right to file a civil suit for him or herself and for the Government. The suit must be filed in the name of the Government. The suit is filed and served on the Government. The suit and all information are filed under seal, and most remain under seal for at least sixty days. The suit may be dismissed only if the court and the Attorney General consent to the dismissal in writing.
b. If a *qui tam* plaintiff alleges a false claims violation, the complaint and a written disclosure of the evidence and information that the person possesses must be served on the Government. Once the action is filed, no person other than the Government is allowed to intervene or file a lawsuit based on the same facts.

V. Rights of the Parties to *Qui tam* Actions

a. If the Government decides to file a civil suit, it assumes responsibility for prosecuting the action and is not bound by the acts of the *qui tam* plaintiff. However, the *qui tam* plaintiff has the right to continue as a party to the action, subject to certain limitations. If the Government decides not to file a civil suit, the *qui tam* plaintiff still has the right to proceed with a lawsuit. The Government can intervene later upon a showing of good cause.

VI. **Award to *Qui tam* Plaintiff**

a. If the Government prosecutes a case initiated by a *qui tam* plaintiff and obtains an award or settlement, the *qui tam* plaintiff will receive between 15 and 25 percent of the recovery, depending on his or her contribution to the case. If the case is based primarily on information other than the disclosures of the *qui tam* plaintiff, the award cannot be more than 10 percent of the recovery.
b. If the Government decides not to intervene and the *qui tam* plaintiff successfully litigates the action, he or she will receive between 25 and 30 percent of the award or settlement. In either case, the court will award the *qui tam* plaintiff reasonable expenses and attorney's fees and costs.
c. If the court finds that the *qui tam* plaintiff planned and initiated the violation upon which the civil suit was based, it may reduce the share of the recovery that the person would otherwise receive. If the *qui tam* plaintiff is convicted of criminal conduct, he or she will be dismissed from the lawsuit and will not receive any monetary award.
d. If the court finds the defendant not guilty and the claim frivolous in a suit conducted by a *qui tam* plaintiff, the court may award the defendant reasonable costs and attorney fees.

VII. Certain Actions Barred

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a. An individual cannot bring a *qui tam* action against a member of Congress, a member of the judiciary, or a senior executive branch official based on evidence already known to the Government.
b. An individual cannot bring a *qui tam* suit based on allegations in a civil suit or an administrative proceeding in which the Government is already a party.
c. An individual cannot bring a *qui tam* action based on the public disclosure of allegations unless he or she is the original source (e.g., an individual with direct and independent knowledge of the information on which the allegations are based has voluntarily provided the information to the Government before filing a civil action). Public disclosure includes disclosure in a criminal, civil, or administrative hearing; in a congressional, administrative, or GAO report, hearing, audit, or investigation; or from the news media.

VIII. Whistleblower Protection

a. An employee who has been discharged, demoted, suspended, threatened, harassed, or in any way discriminated against by his or her employer because of involvement in a false claims disclosure is entitled to all relief necessary to make the employee whole, including:
b. Reinstatement with the same seniority status that the employee would have had but for the discrimination;
c. Two times the amount of back pay plus interest; and
d. Compensation for any special damage sustained because of the discrimination (including litigation costs and reasonable attorney's fees).
e. The protected false claims activities include investigation for, initiation of, testimony for, or assistance in a false claims action that has been or will be filed. An employee is entitled to bring an action in the district court for such relief.

THE CALIFORNIA FALSE CLAIMS ACT

The California False Claims Act ("CFCA") applies to fraud involving state, city, county or other local government funds. The CFCA encourages voluntary disclosure of fraudulent activities by rewarding individuals who report fraud and allowing courts to waive penalties for organizations that voluntarily disclose false claims. Cal. Gov't Code §§ 12650-12655.

IX. Actions that violate the CFCA include:

a. Knowingly submitting (or causing to be submitted) a false claim for payment or approval;
b. Knowingly making or using (or causing to be made or used) a false record or statement to get a false claim paid or approved;
c. Conspiring to get a false claim allowed or paid by the state or by any political subdivision;
d. Benefiting from an inadvertent submission of a false claim, subsequently discovering the falsity of the claim, and failing to disclose to the state or political subdivision within a reasonable time after discovery;
e. Delivering less property than the amount of the receipt, where the person has possession or control of public property;
f. Knowingly making or delivering a false receipt, where the person is authorized to deliver a document;

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g. Knowingly buying or receiving (as a pledge of an obligation or debt) public property from any person who has no legal right to sell or pledge the property; or
h. Knowingly making or using a record to conceal, avoid, or decrease an obligation to pay money or transmit property to the state or local government.
i. "Knowingly" means the person or organization:
    i. Has actual knowledge of the information;
    ii. Acts in deliberate ignorance of the truth or falsity of the information; or
    iii. Acts in reckless disregard of the truth or falsity of the information. Proof of specific intent to defraud is not required.
j. "Claim" includes any request for money, property, or services made to the state or any political subdivision (or to any contractor, grantee, or other recipient), where any portion of the money, property, or services requested was funded by the state or any political subdivision.
    i. The maximum civil penalty is $10,000, per claim. Persons who violate the CFCA may be liable to the state for three times the amount of damages that the state sustains because of the violation. The court can waive penalties and reduce damages for CFCA violations if the false claims are voluntarily disclosed.
    ii. The CFCA does not apply to false claims of less than $500. Lawsuits must be filed within three years after the violation was discovered by the state or local official who is responsible for investigating the false claim (but no more than ten years after the violation was committed.)

X. Private or *Qui Tam* Actions/Whistleblower Provisions

a. Individuals (or qui tam plaintiffs) can sue for violations of the CFCA. Individuals who bring an action under the CFCA receive between 15 and 33 percent of the
b. amount recovered (plus reasonable costs and attorney's fees) if the state prosecutes the case, and between 25 and 50 percent (plus reasonable costs and attorney's fees) if the qui tam plaintiff litigates the case on his or her own.
c. An individual cannot file a lawsuit based on public information, unless he or she is the original source of the information.
d. The CFCA bars employers from interfering with an employee's disclosure of false claims. Employees who report fraud and consequently suffer discrimination may be awarded (1) two times their back pay plus interest, (2) reinstatement at the seniority level they would have had except for the discrimination, (3) compensation for any costs or damages they have incurred, and (4) punitive damages, if appropriate.

XI. Liability to the State or Political Subdivision

a. A person or organization will be liable to the state or political subdivision for:
b. Three times the amount of damages that the state or local government sustains because of the false claims violations;
c. The costs of a civil suit for recovery of damages; and
d. A civil penalty of up to $10,000 for each false claim.

XII. Certain Actions Barred

a. An individual cannot bring a *qui tam* suit based on allegations in a civil suit or an administrative proceeding in which the state or political subdivision is already a party, .An individual cannot file a lawsuit based on the public disclosure of

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allegations unless he or she is the original source (e.g., an individual with direct and independent knowledge of the information on which the allegations are based). Public disclosure includes disclosure in a criminal, civil, or administrative hearing; in an investigation, report, hearing, or audit conducted by or at the request of the Senate, Assembly, auditor, or governing body of a political subdivision; or by the news media.

XIII. Awards

a. If the state or political subdivision prosecutes a case initiated by a *qui*
b. *tam* plaintiff and obtains an award or settlement, the *qui tam* plaintiff receives
c. between 15 and 33 percent of the recovery (plus reasonable costs and attorney's fees), depending on his or her contribution to the case. If the state or political subdivision decides not to file a lawsuit and the *qui tam* plaintiff successfully litigates the action, the *qui tam* plaintiff receives between 25 and 50 percent of the award or settlement.
d. Employees who participated in fraudulent activities are not guaranteed any recovery. If the court finds the defendant not guilty and the claim frivolous in a suit conducted by a *qui tam* plaintiff, the court may award the defendant reasonable costs and attorney fees.

XIV. Whistleblower Protection

a. Employers are prohibited from:
b. Making or enforcing any type of rule or policy that prevents an employee from disclosing information to a government or law enforcement agency, or from investigating, initiating, testifying, or otherwise assisting in a false claims action; or
c. Discharging, demoting, suspending, threatening, harassing, denying promotion to, or in any other manner discriminating against an employee because of his or her involvement in a false claims action.

XV. Liability of Employer

a. An employer who interferes with an employee's disclosure of false claims will be liable to the employee for all relief necessary to make the employee whole, including:
b. Reinstatement with the same seniority status that the employee would have had except for the discrimination;
c. Two times the amount of back pay plus interest;
d. Compensation for any special damage sustained as a result of the discrimination; and punitive damages where appropriate.

XVI. Limitations on Eligibility of Employees for Damages

a. If an employee's conduct has resulted in a false claim being submitted to the state or a political subdivision, and the employee has been discriminated against by his or her employer, he or she is entitled to remedies only if he or she voluntarily disclosed information to a government or law enforcement agency or assisted in a false claims action; and was coerced (either though harassment, threats of termination demotion, or other coercive actions) by the employer or its management into committing the fraudulent activity in the first place.

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Exhibit C
PAYMENT TERMS AND CONDITIONS

I. **Approved Services and Authorization Process**:

a. Clients served under this Agreement must have prior authorization by Deputy Director of Behavioral Health before services are delivered. The Deputy Director, Quality Assurance Supervisor, or designee will authorize type of service and the duration of service being delivered.

II. Monthly Invoicing and Payment:

a. The rate and terms of payment shall be as set forth below. Any modification of the rate changes shall not be binding, unless a written amendment to the Agreement is executed by the parties.

b. Contractor shall submit invoices in a form approved by HHSA no later than thirty (30) days after the last day of the month in which those services were provided. Invoices submitted prior to the end of the billing period will be returned to Contractor for resubmission.

c. The County shall not be obligated to pay Contractor for services which are the subject of any bill submitted more than sixty (60) days after the last day of the month in which those services were provided or more than thirty (30) days after the Agreement terminates, whichever is earlier.

d. Notwithstanding the above, Contractor will submit invoices within ten (10) days of the end of The County fiscal year, June 30th of the current year.

e. All payment invoices shall be submitted to the following address:

Mariposa Behavioral Health and Recovery Services
PO Box 99
Mariposa, CA 95338

f. Final approved services must be submitted on an itemized invoice.

g. Services that are not in finalized format will not qualify for reimbursement.

h. Contractor may appeal a denied or modified request for payment authorization or a dispute concerning the processing or payment of a provider's itemized invoice.

i. HHSA Contractors may utilize the Provider Problem Resolution and Appeal Processes, includes.

i. A written appeal shall be submitted to HHSA within 90 calendar days of the date of receipt of the non-approval of payment or within 90 calendar days of HHSA's failure to act on the request in accordance with the time frames required by Sections 1820.220 or 1830.250, or established by HHSA pursuant to Section 1830.215.

ii. HHSA shall have 60 calendar days from its receipt of the appeal to inform the provider in writing of the decision, including a statement of the reasons for the decision that addresses each issue raised by the provider, and any action required by the provider to implement the decision.

iii. If the appeal concerns the denial or modification of the HHSA payment authorization request, HHSA shall utilize personnel not involved in the initial denial or modification decision to determine the appeal decision.

iv. If the appeal is not granted in full, the provider shall be notified of any right to submit an appeal to the Department of Health Services (DHCS) pursuant to Section 1850.320.

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v. If applicable, the provider shall submit a revised request for HHSA payment authorization within 30 calendar days from receipt of the HHSA's decision to approve the HHSA payment authorization request.

vi. If applicable, HHSA shall have 14 calendar days from the date of receipt of the provider's revised request for HHSA payment authorization to submit the documentation to the Medi-Cal fiscal intermediary that is required to process the HHSA payment authorization.

j. If HHSA does not respond within 60 calendar days to the appeal, the appeal shall be considered denied in full by HHSA.

III. Medi-Cal Requirements and Payment Limitations:

a. Contractor agrees to participate fully in the Medi-Cal Specialty Mental Health program and will provide County with all documentation needed to enable the County to submit claims for services provided by Contractor to Medi-Cal beneficiaries.

b. Contractor's Approved Procedure Codes and Provisional Rates For Specialty Mental Health Services:

i. When billing the County for authorized services provided to County clients, Contractor will use the appropriate coding as outlined in Exhibit A, item #2. Program Description.

c. Contractors will be reimbursed at the rates listed below and based on documentation in the Electronic Health Records System:

i. $118.50 per hour for Medi-Cal clients.

ii. $118.50 per **server** hour for each individual Medi-Cal client seen in a group.

d. **Any recoupment of funds by DHCS of contractor services are subject to recoupment of the contractor, as a result of state or federal audits.**

IV. Family First Prevention Services Payment (FFPSA) Qualified Individual (QI):

a. Contractor will be reimbursed at the rate listed below and based on documentation in the electronic health record.

i. $120.00 per hour for Family First Prevention Services Act (FFPSA) Qualified Individual (QI) activities that are not claimable. These activities must be itemized on each invoice.

Attachment: Transformations A01 & 2023 - CAO 11.01.2022-EXECUTED-combined (RES-2023-72 : Second Amendment - Transformations

MARIPOSA COUNTY

Planning · 209-966-5151

MEETING: February 7, 2023

TO: The Board of Supervisors

FROM: Steve Engfer, Planner

RE: PAC Appointment-Code Compliance Advisory Committee

RECOMMENDATION AND JUSTIFICATION:

Appoint Ken Melton, Cassandra (Beth) Scaffidi and Kris Casto to the Code Compliance Advisory Committee for terms to expire February 28, 2025.

Melton, Scaffidi and Casto have all expressed interest in serving on this committee and have met the qualifications.

Three applications were received.

Vacancies have been noticed according to the Maddy Act.

With this action there will be no vacancies on this committee.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Alternatives: Do not appoint interested parties in serving and continue to advertise the vacancies.

Negative Action: If appointments are not made vacancies will continue, the committee will not have full community representation and could possibly result in a lack of quorum.

ATTACHMENTS:
220926 Melton redacted app (PDF)
221214 Scaffini redacted app (PDF)
230103 Casto redacted app (PDF)
221213 CCAC Vacancy Notice 3 (PDF)
CA.21 - Supervisor Poe - question to applicant (PDF)

Agenda Item - No Resolution Requested 2023-14

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

RECEIVED

SEP 26 2022

Mariposa County Planning Department

County of Mariposa

5100 Bullion Street
P.O. Box 784
Mariposa, CA 95338

(209) 966-3222

Application for Appointment to Mariposa County
BOARDS, COMMISSIONS AND COMMITTEES

Name of Board, Commission or Committee for which you are applying:
CODE COMPLIANCE ADVISORY COMMITTEE

Completely fill out this form, sign and return to:

Clerk of the Board
5100 Bullion Street
P.O. Box 784
Mariposa, CA 95338

Supervisorial District in which you Reside: 3

Length of Residency in the County: 74 years

First Name: Kenneth

Last Name: Melton

Mailing Address:

Email Address:

Are you Over 18 Years of Age: YES

Employment Status: Retired

Employer's Name: N/A

Employer's Address: N/A

Day Telephone Number:

Cell Phone Number:

Please explain why you wish to serve on this Board/Commission/Committee:
I believe with my experience and knowledge, as you can see in the paragraph below, I would be an asset in helping both the County and it's people achieve optimal solutions in identifying and addressing the reasons for the code violations. Sometimes the code needs to be reviewed along with the violation.

Please list prior/current appointments to other Boards/Commissions/Committees:
I was on the MPUD Board for 16 years, 8 of which I was the Chairperson. My real estate experience in developing land has given me a lot of knowledge as to the County Codes. I have participated on committees, workshops and with individual members of the Board of Supervisors in developing several ordinances over the years; Title 16, 17, Grading, Road and Circulation Policy.

NOTE: THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION

Attachment: 220926 Melton redacted app (2023-14 : PAC Appointment-Code Compliance Advisory Committee)

List any information regarding experience, training and/or education that you feel qualifies you for this position:

I have experience in regulations as a Captain in the Air Force. I was on a panel of pilots reviewing new flight regulation as to their workability in executing functionality in real application. I have a Bachelor of Science degree from Fresno State. I believe this gives me practical experience that is adaptable to the needs of this committee as well as my active experience in County government for forty years. I bring with me a lot of history of the ordinances that are applicable to this committee.

Do you, or any member of your immediate family, work for the County of Mariposa or hold a position that might conflict with your duties for this Board/Commission?

If Yes, please explain:

NO

Resumé Attached:	**Time(s) you have available to attend meetings (days, evenings, etc.):**	**Do you have transportation?**
No	I am flexible	Yes

PLEASE NOTE that once submitted, this document becomes a public record and is subject to all forms of public inspection including, but not limited to, display on the internet, and all public records requests.

I certify that the above information is true and correct, and I authorize the verification of the information in this application in the event I am a finalist for the appointment.

Dated: 5/18/22 9/26/22 Signature: Kim Melton

NOTE: THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION

Attachment: 220926 Melton redacted app (2023-14 : PAC Appointment-Code Compliance Advisory Committee)

Mariposa County
Planning Department
P.O. Box 2039
Mariposa, CA 95338-2039
(209) 966-5151 / Fax (209) 742-5024

SUPPLEMENTAL QUESTIONNAIRE FOR CODE COMPLIANCE ADVISORY COMMITTEE (CCAC) MEMBERSHIP APPLICATION

Name: Kenneth Melton	Email address:
Mailing address:	Telephone:
Street (physical) address:	City, State & Zip: Mariposa, CA 95338

Supplemental Questions- please respond to the following questions to help us evaluate your qualifications for this committee.

1. **Why are you interested in being appointed to the CCAC?**

To use my background and knowledge in determining why there seems to be so much non-compliance.

2. **Do you agree with the purpose and tasks of the CCAC, which are to:**

a. Develop recommendations for innovative public policy and programs that address residents' needs while also mitigating alleged violations. ☑ Yes ☐ No

b. Develop recommendations to the Board of Supervisors for an effective code compliance process and program. ☑ Yes ☐ No

c. Support the work of staff in the conduct of fact finding and data gathering necessary to the CCAC to develop informed recommendations. ☑ Yes ☐ No

Attachment: 220926 Melton redacted app (2023-14 : PAC Appointment-Code Compliance Advisory Committee)

d. Provide periodic assessment and evaluation of, and feedback to the Board of Supervisors regarding the success of an amended code compliance process and programs. ☑ Yes ☐ No

If you answered "No" to any of the above, please explain why:

_____

_____

_____

3. If you are appointed as a member of the CCAC, do you accept the following established responsibilities:

a. Review and understand local government structure (including but not limited to the roles and the authority of, and the relationships between the public, a citizens' advisory committee, staff, the Planning Commission and the Board of Supervisors). ☑ Yes ☐ No

b. Review and understand existing Mariposa County Code provisions, including provisions for the Mariposa Planning Agency and code compliance, as well as adopted County policies related to code compliance. ☑ Yes ☐ No

c. Review, understand and comply with the state's Ralph M. Brown Act (Brown Act) requirements. ☑ Yes ☐ No

d. Review and understand state law requirements for code compliance activities at a local level. ☑ Yes ☐ No

e. Review and understand due process requirements. ☑ Yes ☐ No

f. Review and understand current county code compliance cases, including the status of current cases, why certain cases aren't being resolved, the typical compliance issues, etc. ☑ Yes ☐ No

g. Review and learn about what other similar or neighboring jurisdictions do for code compliance. ☑ Yes ☐ No

h. Determine if there are other ways to make the current processes and programs more effective, which, in addition to code amendments could include innovative ways to assist residents using resources such as, but not limited to volunteer efforts, community organizations, grants or other funding sources. ☑ Yes ☐ No

If you answered "No" to any of the above, please explain why:

_____

_____

_____

Attachment: 220926 Melton redacted app (2023-14 : PAC Appointment-Code Compliance Advisory Committee)

4. **Do you have any skills or special knowledge you could contribute to the CCAC efforts? What are those?**

Review Pg 1 & 2 of my application

5. **Are you able to devote time to attend meetings? Meetings may be conducted remotely or in person.**

Yes

6. **Are you able to devote time to review meeting packets ahead of meetings?**

Yes

7. **Is there any other information you'd like to share regarding your interest in being on this advisory committee?**

~~No~~ Yes. I have attended 14 ~~8~~ of the first 15 ~~8~~ meetings and have a full working knowledge of the committees actions and discussions to date along with all their training sessions.

Signature: Ken Melton Date: ~~6/28/21~~ 9/26/22 ~~5/18/22~~ 8

Attachment: 220926 Melton redacted app (2023-14 : PAC Appointment-Code Compliance Advisory Committee)

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DEC 14 2022

BOARD OF SUPERVISORS

County of Mariposa

5100 Bullion Street
P.O. Box 784
Mariposa, CA 95338

(209) 966-3222

Application for Appointment to Mariposa County

BOARDS, COMMISSIONS AND COMMITTEES

http://www.mariposacounty.org/index.aspx?NID=119

Name of Board, Commission or Committee for which you are applying:
Code Compliance Advisory Committee

Supervisorial District in which you Reside: 5

Length of Residency in the County: 24 months (only residence)

INSTRUCTIONS

Completely fill out this form, sign and return to:

Clerk of the Board
5100 Bullion Street
P.O. Box 784
Mariposa, CA 95338

First Name:
Cassandra (Beth)

Last Name:
Scaffidi

Mailing Address:
[redacted]

Email Address:
[redacted]

Are you Over 18 Years of Age:
yes

Employment Status: full time

Employer's Name:
University of California, Merced (Department of Anthropology and Heritage Studies)

Employer's Address:
[redacted]

Day Telephone Number:
[redacted]

Cell Phone Number:
[redacted]

Please explain why you wish to serve on this Board/Commission/Committee:
After living in six other states from the east to west coasts and moving to Mariposa at the beginning of the pandemic, we found ourselves paralyzed from making decisions regarding our home, family, hobbies, and business startups due to the complex and sometimes conflicting state and local regulatory and code compliance landscape. Through my participation, I hope to contribute to clarity, transparency, expediency, and equity around issues of code interpretation, monitoring, enforcement, complaint resolution, and mitigation.

Please list prior/current appointments to other Boards/Commissions/Committees:
None.

NOTE: THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION

Attachment: 221214 Scaffini redacted app (2023-14 : PAC Appointment-Code Compliance Advisory Committee)

List any information regarding experience, training and/or education that you feel qualifies you for this position:

While we are recent immigrants to California, my background as an attorney over the past 15 years (NC State Bar #35383) and my PhD-level research, writing, data analysis, and presentation/collaboration abilities (PhD Anthropology, Vanderbilt University) make me well-suited to interpreting written codes and facilitating the timely and equitable resolution of violations. I spent two years as an Assistant District Attorney in Durham, NC (my home state), where my responsibilities included Environmental Health Court, where I quickly negotiated and resolved code compliance violations related to public health and safety. I also worked drug, traffic, domestic violence, and district and superior criminal courts in NC (and as an intern and 3rd-year practice attorney in NH and SC), so I have a broad understanding of relationships between state, local, and federal agencies. As an NC attorney in good standing, I remain sworn to the US Constitution. As a UC Merced faculty member and local Mariposa resident, I am deeply committed to ensuring out communities remain safe, profitable, and enjoyable without sacrificing any of the constitutional principles we hold dear. Finally. I use significant GPS, GIS, remote sensing, and UAV technologies in my research program and have a solid foundation in understanding technologies involved in code enforcement procedures.

Do you, or any member of your immediate family, work for the County of Mariposa or hold a position that might conflict with your duties for this Board/Commission?

If Yes, please explain:

No.

Resumé Attached: Yes *

Time(s) you have available to attend meetings (days, evenings, etc.):

Changes depending on the semester, but generally have a few mornings/evenings per week free.

Do you have transportation?

Yes

* on file @ Planning

PLEASE NOTE that once submitted, this document becomes a public record and is subject to all forms of public inspection including, but not limited to, display on the internet, and all public records requests.

I certify that the above information is true and correct, and I authorize the verification of the information in this application in the event I am a finalist for the appointment.

Dated: 11/11/2022 Signature:

Attachment: 221214 Scaffini redacted app (2023-14 : PAC Appointment-Code Compliance Advisory Committee)

NOTE: THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION

Mariposa County
Planning Department
P.O. Box 2039
Mariposa, CA 95338-2039
(209) 966-5151 / Fax (209) 742-5024

SUPPLEMENTAL QUESTIONNAIRE FOR CODE COMPLIANCE ADVISORY COMMITTEE (CCAC) MEMBERSHIP APPLICATION

Name: Cassandra (Beth) Koontz Scaffidi	Email address:
Mailing address:	Telephone:
Street (physical) address:	City, State & Zip: Mariposa, CA 95338

Supplemental Questions- please respond to the following questions to help us evaluate your qualifications for this committee.

1. **Why are you interested in being appointed to the CCAC?**

~~see attached~~

2. **Do you agree with the purpose and tasks of the CCAC, which are to:**

a. Develop recommendations for innovative public policy and programs that address residents' needs while also mitigating alleged violations. ☑ Yes ☐ No

b. Develop recommendations to the Board of Supervisors for an effective code compliance process and program. ☑ Yes ☐ No

c. Support the work of staff in the conduct of fact finding and data gathering necessary to the CCAC to develop informed recommendations. ☑ Yes ☐ No

Attachment: 221214 Scaffini redacted app (2023-14 : PAC Appointment-Code Compliance Advisory Committee)

d. Provide periodic assessment and evaluation of, and feedback to the Board of Supervisors regarding the success of an amended code compliance process and programs. ☑ Yes ☐ No

If you answered "No" to any of the above, please explain why:

_____

_____

_____

3. If you are appointed as a member of the CCAC, do you accept the following established responsibilities:

a. Review and understand local government structure (including but not limited to the roles and the authority of, and the relationships between the public, a citizens' advisory committee, staff, the Planning Commission and the Board of Supervisors). ☑ Yes ☐ No

b. Review and understand existing Mariposa County Code provisions, including provisions for the Mariposa Planning Agency and code compliance, as well as adopted County policies related to code compliance. ☑ Yes ☐ No

c. Review, understand and comply with the state's Ralph M. Brown Act (Brown Act) requirements. ☑ Yes ☐ No

d. Review and understand state law requirements for code compliance activities at a local level. ☑ Yes ☐ No

e. Review and understand due process requirements. ☑ Yes ☐ No

f. Review and understand current county code compliance cases, including the status of current cases, why certain cases aren't being resolved, the typical compliance issues, etc. ☑ Yes ☑ No

g. Review and learn about what other similar or neighboring jurisdictions do for code compliance. ☑ Yes ☐ No

h. Determine if there are other ways to make the current processes and programs more effective, which, in addition to code amendments could include innovative ways to assist residents using resources such as, but not limited to volunteer efforts, community organizations, grants or other funding sources. ☑ Yes ☐ No

If you answered "No" to any of the above, please explain why:

Item f- I have reviewed prior lists of active cases but the most recent one available on th

Attachment: 221214 Scaffini redacted app (2023-14 : PAC Appointment-Code Compliance Advisory Committee)

4. **Do you have any skills or special knowledge you could contribute to the CCAC efforts? What**

See attached.

5. **Are you able to devote time to attend meetings? Meetings may be conducted remotely or in person.**

Yes.

6. **Are you able to devote time to review meeting packets ahead of meetings?**

Yes.

7. **Is there any other information you'd like to share regarding your interest in being on this advisory committee?**

No.

Signature: _____ Date: 11/11/2022

Attachment: 221214 Scaffini redacted app (2023-14 : PAC Appointment-Code Compliance Advisory Committee)

Supplemental Questionnaire Responses (Scaffidi, 11/12/2022):

1. Reason for interest

When I was offered my current position at UC Merced, we looked to purchase our first home anywhere near the university. We selected Mariposa for its beauty, relative safety and affordability, and the promise of excellent opportunities for our child's development and potential small business growth. Six weeks after purchasing our home in a probate sale, we suffered destruction of our garage in the Mono Wind Event, came to fully appreciate the variability of cellular and Wi-Fi coverage, and became increasingly confused attempting to plan for our new home business and additional residential structures we aspire to construct. With its small labor force and the broader complexities of conflicting state, county, federal, and neighborhood requirements, it has been difficult to make decisions about repairing structures, building new ones, and projecting costs for new business plans.

The infrastructure challenges of rural Mariposa living, pandemic/ongoing staffing shortages, and the complexity of code interpretation and enforcement are undoubtedly chilling the development of new businesses and the cohesion of our small community. After the natural disasters of the last few years and major shifts in environmental and criminal law enforcement priorities at the state level, code enforcement has intensified without the corresponding public education and violation mitigation resources necessary to work toward lasting changes and achieve community understanding and buy-in. Code enforcement monitoring and fine assessments have immense potential to impact finances and wellness of the poor, Indigenous, and BIPOC people disproportionately to the wealthy, and as such, it is essential that written codes, interpretation, monitoring, violation reporting, remediation, and the levying of penalties are absolutely transparent, equitable, lawful, and do not violate Constitutional privacy and due process rights of any resident or visitor.

The physical and legal landscape of Mariposa and the diversity of state and federal entities, research communities, non-profits, and businesses that engage here make this an interesting context for me to consider how these competing interests can best be balanced with safety and aesthetic concerns for all. Given my qualifications below, I feel a responsibility to support Mariposa County by serving on this committee.

2. Skills or special knowledge to contribute

My background as an attorney and an ADA gave me a window into the need for building and other county codes, the dangers law enforcement and first responders face, and the complex and conflicting roles, responsibilities, and resources of local agencies and state governments. Outside of my faculty expertise in archaeology and human health, I have robust professional experience in geographic information systems, database construction and management, data analytics, and excellent research, writing, and presentation skills. I also have experience with public outreach, community engagement, planning, budgeting, and assessing program goals. While I lack construction knowledge, I understand site mapping and surveying, UAV data gathering, how to investigate cases, and how to locate and work with the staggering quantity of public health, climate, and environmental data that could be deployed in complaint investigations and future decision-making. As an educator, I enjoy teaching, facilitating discussion, finding creative solutions to problems, and building consensus to understand other points of view different from mine. While these experiences make me committed to the principle that conflicting state, county, and neighborhood requirements shouldn't cause undue hardships for busy, working families or chill the development of small businesses essential to our economy, I simultaneously endorse codes and laws that maximize everyone's safety in an increasingly connected world.

Attachment: 221214 Scaffini redacted app (2023-14 : PAC Appointment-Code Compliance Advisory Committee)

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JAN 03 2023

BOARD OF SUPERVISORS

County of Mariposa

5100 Bullion Street
P.O. Box 784
Mariposa, CA 95338

(209) 966-3222

Application for Appointment to Mariposa County

BOARDS, COMMISSIONS AND COMMITTEES

http://www.mariposacounty.org/index.aspx?NID=119

Name of Board, Commission or Committee for which you are applying: Code Compliance Advisory Committee

Supervisorial District in which you Reside: District 3

Length of Residency in the County: 19 years

INSTRUCTIONS

Completely fill out this form, sign and return to:

Clerk of the Board
5100 Bullion Street
P.O. Box 784
Mariposa, CA 95338

First Name: Kris

Last Name: Casto

Mailing Address:

Email Address:

Are you Over 18 Years of Age: Yes

Employment Status: Proprietor

Employer's Name: Mount Bullion Vineyard LLC

Employer's Address:

Day Telephone Number:

Cell Phone Number:

Please explain why you wish to serve on this Board/Commission/Committee:

Please refer to attached

Please list prior/current appointments to other Boards/Commissions/Committees:

Please refer to attached

NOTE: THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION

Last Modified: 11/ /2013

Attachment: 230103 Casto redacted app (2023-14 : PAC Appointment-Code Compliance Advisory Committee)

List any information regarding experience, training and/or education that you feel qualifies you for this position:

As far as code compliance experience, I was on the Los Altos Planning Commission where we advised the City Council on adoption of residential design review guidelines, second living ordinance, multi-use in the commercial zone, changes in building height and set-back reviews, planned unit development applications, commercial design reviews to name a few. Some of these may have been when I served on the City Council, but I am trying to convey that I was on the adoption phase, not on the enforcement phase of implemention to the codes. With this background, I would be willing to contact cities and counties to inquire about their procedures.

I have a BS degree in Social Work from Ohio State University.\

I have been trained in mediation resolutions and volunteered in a few cases in Mariposa.

Do you, or any member of your immediate family, work for the County of Mariposa or hold a position that might conflict with your duties for this Board/Commission?

If Yes, please explain:

Resumé Attached:

Time(s) you have available to attend meetings (days, evenings, etc.): 24 to 28 hours per month

Do you have transportation? yes

PLEASE NOTE that once submitted, this document becomes a public record and is subject to all forms of public inspection including, but not limited to, display on the internet, and all public records requests.

I certify that the above information is true and correct, and I authorize the verification of the information in this application in the event I am a finalist for the appointment.

Dated: 1/1/23 Signature: Kristi Casto

NOTE: THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION

Attachment: 230103 Casto redacted app (2023-14 : PAC Appointment-Code Compliance Advisory Committee)

Mariposa County
Planning Department
P.O. Box 2039
Mariposa, CA 95338-2039
(209) 966-5151 / Fax (209) 742-5024

SUPPLEMENTAL QUESTIONNAIRE FOR CODE COMPLIANCE ADVISORY COMMITTEE (CCAC) MEMBERSHIP APPLICATION

Name: Kris Casto	Email address:
Mailing address:	Telephone:
Street (physical) address:	City, State & Zip: Mariposa. Ca 95338

Supplemental Questions- please respond to the following questions to help us evaluate your qualifications for this committee.

1. **Why are you interested in being appointed to the CCAC?**

See Attached

2. **Do you agree with the purpose and tasks of the CCAC, which are to:**

a. Develop recommendations for innovative public policy and programs that address residents' needs while also mitigating alleged violations. ■ Yes ☐ No

b. Develop recommendations to the Board of Supervisors for an effective code compliance process and program. ■ Yes ☐ No

c. Support the work of staff in the conduct of fact finding and data gathering necessary to the CCAC to develop informed recommendations. ■ Yes ☐ No

Attachment: 230103 Casto redacted app (2023-14 : PAC Appointment-Code Compliance Advisory Committee)

d. Provide periodic assessment and evaluation of, and feedback to the Board of Supervisors regarding the success of an amended code compliance process and programs. ☒ Yes ☐ No

If you answered "No" to any of the above, please explain why:

_____

_____

_____

3. If you are appointed as a member of the CCAC, do you accept the following established responsibilities:

a. Review and understand local government structure (including but not limited to the roles and the authority of, and the relationships between the public, a citizens' advisory committee, staff, the Planning Commission and the Board of Supervisors). ☒ Yes ☐ No

b. Review and understand existing Mariposa County Code provisions, including provisions for the Mariposa Planning Agency and code compliance, as well as adopted County policies related to code compliance. ☒ Yes ☐ No

c. Review, understand and comply with the state's Ralph M. Brown Act (Brown Act) requirements. ☒ Yes ☐ No

d. Review and understand state law requirements for code compliance activities at a local level. ☒ Yes ☐ No

e. Review and understand due process requirements. ☒ Yes ☐ No

f. Review and understand current county code compliance cases, including the status of current cases, why certain cases aren't being resolved, the typical compliance issues, etc. ☒ Yes ☐ No

g. Review and learn about what other similar or neighboring jurisdictions do for code compliance. ☒ Yes ☐ No

h. Determine if there are other ways to make the current processes and programs more effective, which, in addition to code amendments could include innovative ways to assist residents using resources such as, but not limited to volunteer efforts, community organizations, grants or other funding sources. ☒ Yes ☐ No

If you answered "No" to any of the above, please explain why:

_____

_____

_____

Attachment: 230103 Casto redacted app (2023-14 : PAC Appointment-Code Compliance Advisory Committee)

4. **Do you have any skills or special knowledge you could contribute to the CCAC efforts? What are those?**

See Attached

5. **Are you able to devote time to attend meetings? Meetings may be conducted remotely or in person.**

Yes

6. **Are you able to devote time to review meeting packets ahead of meetings?**

I will read all the materials in a timely manner

7. **Is there any other information you'd like to share regarding your interest in being on this advisory committee?**

Signature: Kristi Casto Date: 07/19/21 KC

Kristi Casto 1/1/23

Attachment: 230103 Casto redacted app (2023-14 : PAC Appointment-Code Compliance Advisory Committee)

1 Why I am interested in volunteering for the CCAC?

I would like to contribute to solving the compliance issue as it is a complex subject which has many residents incensed. As you know this committee came about after the public wanted compliance to have a thorough review and these recommendations brought to the Supervisors. The committee now is in that process. I have attended a meeting, listened to several more and/or read minutes. There are many moving parts to consider and more understanding of how our codes are implemented. The community deserves clear information of the codes. In discussing communication, I would hope that this committee could host a town hall meeting where we could hear resident's views and county regulations to understand the issues. I would help to see that this happens.

When I read the 2008 General Plan, there are many references on keeping our community rural. Many codes have been adopted to try to do this. For me Mariposa County is that place that strives to respect open space, our environment, our neighbors and our safe community.

#4 My skills and special knowledge

I was on the Los Altos Planning Commission for 10 years in which I became knowledgeable with zoning and land use. I was elected twice to the Los Altos City Council where I learned many facets of city government. One of the most important was open discussions, especially town hall type meetings which all residents were encourage to participate. It made me realize that listening to all points of view made for much better ordinances and codes.

I am a volunteer mediator here in Mariposa. I haven't volunteered for several years, but the training was valuable in problem solving.

Attachment: 230103 Casto redacted app (2023-14 : PAC Appointment-Code Compliance Advisory Committee)

Present & Past

County volunteer: LAFCO, chaired, Transportation Citizens Advisory Committee, chaired, and Agri-Tourism Citizen Committee, Citizen's Oversight Committee Measure L, chair

Service Clubs: Rotary, President, Agri-Nature Association, President, Main Street Mariposa, Board, Mariposa Community Foundation, President and AAUW,

Elected Official: Los Altos City Council. Mayor& Los Altos Planning Commission 10 year.

These experiences have expanded my appreciation for the value of working together to problem solve. Volunteering is a two way street: contributing to community and adding value is balanced by the personal benefit of assisting others. Thank you for your consideration.

As far as code compliance experience, I was on the Los Altos Planning Commission where we advised the City Council on adoption of residential design review guidelines, second living ordinance, multi-use in the commercial zone, changes in building height and set-back reviews, planned unit development applications, commercial design reviews to name a few.

I have a BS degree in Social Work from Ohio State University.

I have been trained in mediation resolutions and volunteered in a few cases in Mariposa.

Attachment: 230103 Casto redacted app (2023-14 : PAC Appointment-Code Compliance Advisory Committee)

Mariposa County

STEVE ENGFER
Interim Planning Director

5100 Bullion Street
P.O. Box 2039
Mariposa, CA 95338
209-966-5151 FAX 209-742-5024
sengfer@mariposacounty.org
www.mariposacounty.org

NOTICE OF VACANCIES ON THE CODE COMPLIANCE ADVISORY COMMITTEE (CCAC)

Three (3) vacancies currently exist on The Code Compliance Advisory Committee (CCAC). 1 (one) vacancy will fill a remaining term that will expire on February 28, 2025 and 2 (two) vacancies will fill remaining terms that will expire February 28, 2023. If those are filled after February 28, 2023 new terms will start for those positions which would expire February 28, 2025.

MEMBERSHIP REQUIREMENTS or CONSIDERATIONS include the following:

- Members shall reside in Mariposa County.
- Members shall take an interest in issues associated with code compliance procedures, code compliance processing and public education.
- Members may have special knowledge, expertise, or skills related to code compliance matters, including governmental procedures, county codes, development and construction permitting requirements, code compliance procedures and options, and/or legal matters. Such special knowledge, skills, or expertise is not mandatory to be appointed to the committee.
- The committee may call upon representatives of other organizations or departments, and the general public as resources on certain topics related to the purpose, tasks and responsibilities of the committee.

The PURPOSE AND TASKS of the CCAC include the following:

- Develop recommendations to the Board of Supervisors for an effective code compliance process and program.
- Develop recommendations for innovative public policy and programs that address residents' needs while also mitigating alleged violations.
- Support the work of staff in the conduct of fact finding and data gathering necessary to the CCAC to develop informed recommendations.
- Provide periodic assessment and evaluation of, and feedback to the Board of Supervisors regarding the success of an amended code compliance process and programs.

The RESPONSIBILITIES of the CCAC include the following:

- Review and understand local government structure (including but not limited to the roles and the authority of, and the relationships between the public, a citizens' advisory committee, County staff, the Planning Commission, and the Board of Supervisors).

Attachment: 221213 CCAC Vacancy Notice 3 (2023-14 : PAC Appointment-Code Compliance Advisory Committee)

- Review and understand existing County Code provisions, including provisions for the Mariposa Planning Agency and code compliance, as well as adopted County policies related to code compliance.
- Review, understand and comply with the state's Brown Act requirements.
- Review and understand state law requirements for code compliance activities at a local level.
- Review and understand due process requirements.
- Review and understand current county code compliance cases, including the status of current cases, why certain cases aren't being resolved, typical compliance issues, etc.
- Review and learn about what other similar or neighboring jurisdictions do for code compliance.
- Determine if there are other ways to make the current processes and programs more effective, which, in addition to code amendments could include innovative ways to assist residents using resources such as, but not limited to volunteer efforts, community organizations, grants or other funding sources.

If you are interested in serving on the committee, please submit an application and Supplemental Questionnaire for the CCAC to: **Clerk of the Board PO Box 784 Mariposa, CA 95338**

DEADLINE FOR APPLICATIONS: Open Until Filled

Applications may be obtained at the following locations:

Planning Department, Government Center, 5100 Bullion Street, Mariposa, CA 95338 and **On-line** at: https://www.mariposacounty.org/DocumentCenter/View/91926/220414-Combo-application-supplemental-questionnaire?bidId=

For more Information visit the County Website or contact: Steve Engfer, Interim Planning Director Mariposa County Planning Department Telephone: (209) 966-5151; email:sengfer@mariposacounty.org

Posting Locations:
Mariposa County Planning Department
Mariposa County Gov Center Display Board
Mariposa County Clerk's Office
Fish Camp Post Office
Greeley Hill Community Club
Hornitos Post Office
Lake Don Pedro Market
Midpines Post Office
Bootjack Store
Wawona Post Office
Woodland Gas, Food, & Liquor
Yosemite Valley Post Office
Yosemite West Community Board
Catheys Valley Post Office
Coulterville Post Office
El Portal Post Office
www.mariposacounty.org/planning

Posted: Mailed for posting on 12/13/22 ~ Leave posted until notified.

Attachment: 221213 CCAC Vacancy Notice 3 (2023-14 : PAC Appointment-Code Compliance Advisory Committee)

From: Steve Engfer <sengfer@mariposacounty.org>
Sent: Friday, February 3, 2023 3:00 PM
To: Shannon Poe <spoe@mariposacounty.org>
Subject: Fwd: Code Compliance Committee Application - Feb 7 Board Meeting Question

Shannon,

I called Beth and could not get through to her. So I sent an email with the question.

Her response is below.

I hope this addresses your question.

Steve Engfer
.

Get Outlook for Android

From: Beth K. Scaffidi <[redacted]@gmail.com>
Sent: Friday, February 3, 2023, 2:52 PM
To: Steve Engfer <sengfer@mariposacounty.org>
Subject: Re: Code Compliance Committee Application - Feb 7 Board Meeting Question

Dear Steve,

Thanks for the clarification--I just read on the last agenda something about appointment to the committee, so I figured I'd missed a phone call. Do I need to be at the Feb. 7 meeting in-person or zoom?

In response to this question, given that I've served the public my entire career both in rural counties and cities with varied demographics, I've just seen quite a few cases of disproportionate monitoring of poor or disenfranchised neighborhoods when well-off neighborhoods were skipped over by enforcers (this was in NC, not in CA). In Durham, NC, for example, where I ran environmental court (from violations to misdemeanors), I recall many times when code enforcement was a pretext to monitor low-income, high-crime neighborhoods to increase arrest numbers, while there were some code violations in upper-class neighborhoods that were actually much more serious threats to the health of the surrounding community members, but they were never cited. In one case, the violation ended up almost burning the entire neighborhood to the ground and killed the owner/violator. I don't accuse anyone in Mariposa of this, but I just mean to say that it's important to treat everyone equally throughout all of the phases of whatever processes are used to document, notify, give the opportunity to repair, issue violations, and collect fines. For example, I can imagine notice is going to be a pretty important issue post-Oak Fire since there have been some ongoing mail delivery issues. Inequities in any of these phases can really impact people's livelihoods, economic positions, and well-being, and I hope that by applying codes, laws, and rules equitably, we can support the rising tide that raises all the boats in Mariposa.

Thanks for letting me know if you have any other questions.

Attachment: CA.21 - Supervisor Poe - question to applicant (2023-14 : PAC Appointment-Code Compliance Advisory Committee)

All the best,
Dr. Beth Scaffidi

On Fri, Feb 3, 2023 at 2:22 PM Steve Engfer <sengfer@mariposacounty.org> wrote:
Hello,

Your application for the Code Compliance Advisory Committee was forwarded to the Board of Supervisors for appointment consideration.

They will consider your appointment at their next meeting of February 7.

The agenda is located here with the item and the participation information:
http://mariposacountyca.iqm2.com/Citizens/Detail_Meeting.aspx?ID=2991

We have received a question regarding your response on your application:

Can you please respond explaining what you mean by?

"… Contribute to … equity around issues of code interpretation, monitoring, enforcement, complaint resolution, and mitigation."

Thank you.

Steve Engfer
Planning Director, Mariposa Planning
P.O. Box 2039 • 5100 Bullion Street Mariposa CA • 95338
(209) 742-1250 • Fax (209) 742-5024
sengfer@mariposacounty.org

www.mariposacounty.org/planning

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Beth Koontz Scaffidi, JD, PhD
Assistant Professor, Anthropology & Heritage Studies, University of California, Merced
Director, Andean Paleomobility Unification (APU) Project
Director, Lower Majes Valley Archaeological Project
NC State Bar # 35385
Learn more about my research at: bethkscaffidi.com
[redacted]@gmail.com

Attachment: CA.21 - Supervisor Poe - question to applicant (2023-14 : PAC Appointment-Code Compliance Advisory Committee)

MARIPOSA COUNTY

Planning · 209-966-5151

MEETING: February 7, 2023

TO: The Board of Supervisors

FROM: Steve Engfer, Planner

RE: Acknowledgement of Service, Planning Commissioner, District II

RECOMMENDATION AND JUSTIFICATION:

Recognize the Service of Leo "Jack" Wilmeth as Planning Commissioner for District II.

Mr. Wilmeth has served on the Planning Commission from March 9, 2021 through January 2, 2023.

The term for the Planning Commissioner District II coincides with the District II Supervisor.

Notifications of vacancy for this position were posted according to the Maddy Act.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board typically recognizes committee and commission members for their service.

On January 17, 2023 the Board recently appointed a new Planning Commissioner for District II.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Miss the opportunity to recognize a Planning Commissioner's service.

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

Board of Supervisors · (209) 966-3222

MEETING: February 7, 2023

TO: The Board of Supervisors

FROM: Miles Menetrey, District V Supervisor

RE: Certificate of Appreciation to the Staff of Public Works, County Fire, and Sheriff's Office

---

RECOMMENDATION AND JUSTIFICATION:
Approve a Certificate of Appreciation to the Staff of Public Works, County Fire, Probation, and Sheriff's Office for Their Outstanding Service to the County and Community During Our Recent Storms.

These certificates recognize the individuals out in the wind, cold, and heavy rain, ensuring our public's safety and working tirelessly to ensure damage to public and private property was minimized to avoid catastrophe.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board has approved similar Certificates of Appreciation in the past.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Miss the opportunity to recognize staff for their outstanding service to the County and the Community.

ATTACHMENTS:
PW, Probation, SO, Co Fire (PDF)

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

Certificate of Appreciation

to the Staff of

Public Works

The Mariposa County Board of Supervisors warmly recognizes those County Employees during the recent storms who were out in the wind, cold, and heavy rain ensuring our public's safety and working tirelessly to ensure damage to public and private property was minimized to avoid catastrophe.

Dated: February 7, 2023

ROSEMARIE SMALLCOMBE, District I Supervisor

SHANNON POE, District II Supervisor

DANETTE TOSO, District III Supervisor

WAYNE FORSYTHE, District IV Supervisor

MILES MENETREY, District V Supervisor

Attachment: PW, Probation, SO, Co Fire (2023-16 : Certificate of Appreciation to the Staff of Public Works, County Fire, and Sheriff's Office)

Certificate of Appreciation

to the Staff of

County Fire

The Mariposa County Board of Supervisors warmly recognizes those County Employees during the recent storms who were out in the wind, cold, and heavy rain ensuring our public's safety and working tirelessly to ensure damage to public and private property was minimized to avoid catastrophe.

Dated: February 7, 2023

ROSEMARIE SMALLCOMBE, District I Supervisor

SHANNON POE, District II Supervisor

DANETTE TOSO, District III Supervisor

WAYNE FORSYTHE, District IV Supervisor

MILES MENETREY, District V Supervisor

Attachment: PW, Probation, SO, Co Fire (2023-16 : Certificate of Appreciation to the Staff of Public Works, County Fire, and Sheriff's Office)

Certificate of Appreciation

to the Staff of

Sheriff's Office

The Mariposa County Board of Supervisors warmly recognizes those County Employees during the recent storms who were out in the wind, cold, and heavy rain ensuring our public's safety and working tirelessly to ensure damage to public and private property was minimized to avoid catastrophe.

Dated: February 7, 2023

ROSEMARIE SMALLCOMBE, District I Supervisor

SHANNON POE, District II Supervisor

DANETTE TOSO, District III Supervisor

WAYNE FORSYTHE, District IV Supervisor

MILES MENETREY, District V Supervisor

Attachment: PW, Probation, SO, Co Fire (2023-16 : Certificate of Appreciation to the Staff of Public Works, County Fire, and Sheriff's Office)

Certificate of Appreciation

to the Staff of

Probation

The Mariposa County Board of Supervisors warmly recognizes those County Employees during the recent storms who were out in the wind, cold, and heavy rain ensuring our public's safety and working tirelessly to ensure damage to public and private property was minimized to avoid catastrophe.

Dated: February 7, 2023

ROSEMARIE SMALLCOMBE, District I Supervisor

SHANNON POE, District II Supervisor

DANETTE TOSO, District III Supervisor

WAYNE FORSYTHE, District IV Supervisor

MILES MENETREY, District V Supervisor

Attachment: PW, Probation, SO, Co Fire (2023-16 : Certificate of Appreciation to the Staff of Public Works, County Fire, and Sheriff's Office)

MARIPOSA COUNTY

Administration · 966-3222

MEETING: February 7, 2023

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Discussion and Direction Regarding Oak Fire Recovery

RECOMMENDATION AND JUSTIFICATION:
Discussion and Direction regarding Oak Fire Recovery.

The Board directed staff to create a standing item to allow for the sharing of information regarding Oak Fire Recovery.

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. 127 homes and 66 outbuildings were destroyed.

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

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 and ratifying a Proclamation of the existence of a local health emergency.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not have discussion and direction and miss the opportunity to address the ongoing recovery from the Oak fire.

RESULT: DIRECTION GIVEN

MARIPOSA COUNTY

Health and Human Services · (209) 966-2000

MEETING: February 7, 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.

RESULT: WITHDRAWN

MARIPOSA COUNTY

Administration · 966-3222

RESOLUTION - ACTION REQUESTED 2023-73

MEETING: February 7, 2023

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Appoint Steve Engfer Planning Director

RECOMMENDATION AND JUSTIFICATION:
Appoint Steve Engfer as Planning Director Effective Immediately with an Annual Salary of $149,330.66.

The Board has conducted interviews and directed staff to present Steve Engfer for appointment as the next planning director of Mariposa County. Mr. Engfer is currently serving as the interim planning director; it is proposed that this appointment be effective immediately. As this item is a response to previous Board direction, staff recommends approval at this time.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
Planning Director Sarah Williams retired on December 2, 2022. To ensure the continuous operation of the planning department, the Board appointed Deputy Planning Director Steve Engfer as interim planning director effective December 3, 2022. Mr. Engfer has more than twenty years of public service experience including more than seventeen years in a planning role and sixteen years with Mariposa County.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve. Staff will need direction on how to proceed.

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

REF ID# 13749

MARIPOSA COUNTY

Administration · 966-3222

RESOLUTION - ACTION REQUESTED 2023-74

MEETING: February 7, 2023

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Approve General Fund Loans for Coulterville and Lake Don Pedro Utility Districts

---

RECOMMENDATION AND JUSTIFICATION:
Approve General Fund Loans for Coulterville ($99,041) and Lake Don Pedro ($147,312) Utility Districts.

Mariposa County's Plant Operations division manages four utility districts - Yosemite West, Mariposa Pines, Lake Don Pedro, and Coulterville, serving approximately 5% of total County households.

Infrastructure is ailing at all four locations. State requirements are changing, increasing the standards to which utility districts are held. Utility rates have not kept up with costs. It is the perfect storm of events, requiring general fund support for operating expenses for two locations in FY23.

To provide general funds in support of utility districts requires that a loan be established to track debt and repayment. Providing general funds in the absence of a loan is a gift of public funds and therefore illegal.

Staff is proposing simple parameters to manage the loans. This will ease the burden of loan management and ultimately save the County funding by lowering administrative expenses. To that end, staff is proposing 10-year, no interest loans, with payments beginning in FY24 or next fiscal year.

This also makes for easy math. A $99,041 loan for Coulterville for example will result in a $9,904 payment in FY24.

The attached budget action was added to account for the addition of one Plant Operator to the Plant Operations team effective March 1, 2023. The position allocation exists, but the budget was zeroed in earlier discussions. It has recently been determined that the position is critical and so funds have been restored.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Change the loan parameters by charging interest and/or lengthening or shortening the payback period.

If the Board does not approve the loan at all, Plant Operations staff will not be able to maintain Coulterville and Lake Don Pedro utility districts, ultimately resulting in receivership, system failures, and possible fines for non-compliance in the meantime.

ATTACHMENTS:
Loan BA 2.7.23 (PDF)

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

FUND	DEP/DIV	ACCOUNT	DESCRIPTION	INCREASE	DECREASE
1001	100	60451	Debt Issuance	$ 10,537.00	
1001	100	92001	Contingency		$ 11,410.00
1001	128	60601	Labor Compensation Expense	$ 873.00	
3314	0408	48231	Debt Proceeds	$ (6,137.00)	
3314	0408	60601	Labor Compensation Expense	$ 6,137.00	
3316	0408	48231	Debt Proceeds	$ (4,400.00)	
3316	0408	60601	Labor Compensation Expense	$ 4,400.00	
3320	0408	60601	Labor Compensation Expense	$ 2,512.00	
3320	0408	80111	Transfer Out		$ 2,512.00
3322	0408	60201	Miscellaneous Expense		$ 15,115.00
3322	0408	60601	Labor Compensation Expense	$ 15,115.00	
3534	0408	49101	Transfer In		$ (2,512.00)
3534	0408	60201	Miscellaneous Expense		$ 2,512.00
6616	0408	49162	Interdepartmental Services Revenue	$ (29,037.00)	
6616	0408	51111	Regular Salaries and Wages	$ 29,037.00	
				$ 29,037.00	$ 29,037.00

TRANSFER BETWEEN FUNDS				DEBIT	CREDIT
				0	0

ACTION REQUESTED: (Check all that apply)

( ) Budget appropriation is less than $50,000 and involves shifting funds between categories in the same account and fund. Board of Supervisors reviews all budget actions of this nature on a monthly basis.

(X) Budget appropriation by Board of Supervisors (4/5ths Vote Required): Amending revenues and expenses or transferring funds between funds or accounts within the General Fund or transferring appropriation from contingency.

DEPARTMENT HEAD SIGNATURE DATE

AUDITOR SIGNATURE DATE

COUNTY ADMINISTRATIVE OFFICER SIGNATURE DATE

APPROVED BY RES NO. CLERK DATE

AUDITOR'S USE ONLY BA #

Attachment: Loan BA 2.7.23 (RES-2023-74 : Approve General Fund Loans for Coulterville and Lake Don Pedro Utility Districts)

MARIPOSA COUNTY

Administration · 966-3222

RESOLUTION - ACTION REQUESTED 2023-75

MEETING: February 7, 2023

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Approve General Fund Loan for the Solid Waste Fund ($430,000)

RECOMMENDATION AND JUSTIFICATION:
Approve General Fund Loan for the Solid Waste Fund ($430,000).

Mariposa County is required to follow stringent and expensive California laws and regulations regarding solid waste disposal. In addition, Mariposa County is legally required to set aside funding for the eventual closure of the current landfill site.

The current landfill fee schedule does not generate enough revenue to cover the expenses Mariposa County is legally required to incur. For these reasons, staff is asking the Board to consider the best way to ensure that Mariposa County is:

- compliant with all laws and regulations regarding solid waste disposal

- compliant with requirements to set aside funding for the eventual closure of the current landfill site

- providing solid waste disposal services at an affordable price for the community

Public Works staff have engaged an outside firm to review the costs of managing Mariposa County's solid waste and to recommend options for the Board to consider.

This item allows the solid waste operation to continue to meet all obligations within the revenue generated by the current fee schedule, essentially giving us time until the study is complete and recommendations can be reviewed.

It is important to note that solid waste services benefit the entire county, much like library, sheriff, or health and human services do. For that reason, general purpose revenue can be utilized to support solid waste operating expenses on an ongoing basis, in the same way that it is used to support the other services mentioned in this paragraph. And one could argue that the community as a whole benefits from a robust, affordable solid waste operation. When community members are able to clean up solid waste on their own properties and roadways, Mariposa County's position as a destination location is strengthened.

We look forward to discussing the parameters of the contribution the general fund is being asked to make to the solid waste fund when we meet. This could be a loan, using the same parameters as was proposed for Coulterville and Don Pedro utility districts (no interest, 10-year) or it could be a simple transfer (no repayment required).

To balance the general fund, the transfer to the capital projects fund was reduced by $430,000. During midyear adjustments, we will try to reverse that when we have a broader picture of current spending and available budget dollars.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Change the loan parameters by charging interest and/or lengthening or shortening the payback period.

If the Board does not approve the funding, the solid waste operation will not be able to meet their legally required obligations.

ATTACHMENTS:
Solid Waste BA 2.7.23 (PDF)

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

FUND	DEP/DIV	ACCOUNT	DESCRIPTION	INCREASE	DECREASE
1001	100	60451	Debt Issuance	$ 430,000	
1001	100	80111	Transfer Out		$ 430,000
6601	404	48231	Debt Proceeds		$ (300,000)
6601	404	60301	General Professional Services		$ 300,000
5505	100	49101	Transfer In		$ (430,000)
5505	100	70111	Community and Office Buildings		$ 430,000
				$ 430,000	$ 430,000

TRANSFER BETWEEN FUNDS				DEBIT	CREDIT
				$ -	$ -

ACTION REQUESTED: (Check all that apply)

( ) Budget appropriation is less than $50,000 and involves shifting funds between categories in the same account and fund. Board of Supervisors reviews all budget actions of this nature on a monthly basis.

(X) Budget appropriation by Board of Supervisors (4/5ths Vote Required): Amending revenues and expenses or transferring funds between funds or accounts within the General Fund or transferring appropriation from contingency.

DEPARTMENT HEAD SIGNATURE DATE

AUDITOR SIGNATURE DATE

COUNTY ADMINISTRATIVE OFFICER SIGNATURE DATE

APPROVED BY RES NO. CLERK DATE

AUDITOR'S USE ONLY BA #

Attachment: Solid Waste BA 2.7.23 (RES-2023-75 : Approve General Fund Loan for the Solid Waste Fund ($430,000))

MARIPOSA COUNTY

Board of Supervisors · 209-966-3222

MEETING: February 7, 2023

TO: The Board of Supervisors

FROM: Shannon Poe, District II Supervisor

RE: Discussion and Direction on Video

RECOMMENDATION AND JUSTIFICATION:

Discussion and Possible Direction Regarding the Use of Video Software in Board Meetings for Transparency and to Increase Public Participation (Supervisor Poe).

BACKGROUND AND HISTORY OF BOARD ACTIONS:

Staff was directed to not pursue the use of video on June 7th, 2022.

Staff brought this item on May 3rd, 2022 and was directed to look into ADA issues and bring the item back for further discussion.

The use of video has been discarded in the past due to ADA requirements and associated costs. With a new Agenda and Minutes Management system on the horizon, the possibility of using video in Board meetings is raised.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Do not discuss and direct on the use of video and meetings will remain, status quo.

RESULT: DIRECTION GIVEN

MARIPOSA COUNTY

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

MEETING: February 7, 2023

TO: The Board of Supervisors

FROM: Danielle Bondshu, Clerk of the Board

RE: Discussion and Direction on Board Meetings and Agenda Layout

---

RECOMMENDATION AND JUSTIFICATION:
Discussion and Direction Regarding Board Meeting Frequency and Agenda Layout.

Staff emailed all Department Heads and received suggestions from nine Department Heads and one Assistant Department Head.

Five suggested two meetings a month. One suggested two meetings a month with an option for a third if needed. Two wanted to keep four meetings a month and two were okay with following Board direction and were more concerned with agenda placement.

After reviewing all 58 counties the following are the most comparable in population size as well as one or no incorporated cities:

Trinity County has no incorporated cities with a population of 16,060. Their Board of Supervisors meets two weeks a month.

Mono County has one incorporated city and a population of 13,247. Their Board of Supervisors meets three weeks a month.

Inyo County has one incorporated city and a population of 18,970. Their Board of Supervisors meets four weeks a month.

Plumas County has one incorporated city and a population of 19,915. Their Board of Supervisors meets three weeks a month.

NOTE: the times met a month are their set schedule and do not include special or continued meetings.

After reviewing county similarities, the main industry was also explored. Much like Mariposa County, Trinity, Mono, and Inyo's main industry is tourism. Plumas, while similar in population, their prime industry is logging.

If the Board chooses to cut down on frequency, the Clerk of the Board recommends no less than 3 meetings a month. Cutting down on meetings can impact agenda size as well as turn around time for county business.

Agenda Item - No Resolution Requested

BACKGROUND AND HISTORY OF BOARD ACTIONS:
This item was first discussed on October 11th, 2022, where the Board directed staff to get more input from Department Heads on what they thought was an appropriate amount of meetings. The addition of agenda layout was made by the Clerk of the Board after discussion with Department Heads.

The meeting frequency has been in place as far back as 1984. The Board meets the first four Tuesdays of each month.

The Clerk of the Board has made internal changes to the agenda which has cut down on the number of items that appear on the regular agenda. The Clerk will also be reviewing the agenda structure to ensure the flow is seamless and time-sensitive to staff and the Board.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not discuss and the Clerk of the Board will continue to get requests on meeting frequency.

ATTACHMENTS:
Meetings per month per County (PDF)

RESULT: DIRECTION GIVEN

Meetings per month per County

County	2 weeks per month	4 weeks per month	Other	Incorporated Cities	County Population (2021 Census)
Alameda		X		14	1,648,556
Alpine	X			0	1,235
Amador	X			5	41,259
Butte	X			5	208,309
Calaveras			3 to 4	1	46,221
Colusa	X			2	21,917
Contra Costa			3	19	1,161,413
Del Norte	X			1	28,100
El Dorado			3 per	2	191,221
Fresno	X			15	1,013,581
Glenn			3 or 4	2	28,805
Humboldt			2 to 4	7	136,310
Imperial		X		7	179,851
Inyo**		X		1	18,970
Kern			2 to 3	11	917,673
Kings		X	If Monday is a Holiday then the meeting on Tuesday will be canceled	4	153,443
Lake		X		2	68,766
Lassen			2 or 3	1	33,159
Los Angeles		X		88	9,829,544
Madera			3	2	159,410
Marin			2 to 4	11	260,206
Mariposa		X		0	17,147
Mendocino	X			4	91,305
Merced	X			6	286,461
Modoc	X			1	8,661
Mono**			3	1	13,247
Monterey			2 to 4	12	437,325
Napa			2 to 3	5	136,207
Nevada	X			3	103,487
Orange	X			34	3,167,809

Attachment: Meetings per month per County (13755 : Discussion and Direction on Board Meetings and Agenda Layout)

Placer	X			6	412,300
Plumas**			3	1	19,915
Riverside		X		28	2,458,395
Sacramento			At least 3 meetings a month, each continued to the next day.	7	1,588,921
San Benito	x			2	66,677
San Bernardino	X			24	2,194,710
San Diego			1 to 2 times a month (for 2 consecutive days)	18	3,286,069
San Francisco		X		1	815,201
San Joaquin	X			7	789,410
San Luis Obispo	X			7	283,159
San Mateo	X			20	737,888
Santa Barbara		X		8	446,475
Santa Clara	X			15	1,885,508
Santa Cruz	X			4	267,792
Shasta			3	3	182,139
Sierra	X			1	3,283
Siskiyou	X			9	44,118
Solano	X			7	451,716
Sonoma		X		9	485,887
Stanislaus			2 to 3	9	552,999
Sutter	X			2	99,063
Tehama		X		3	65,498
Trinity**	X			0	16,060
Tulare			3 to 4	8	477,054
Tuolumne	X			1	55,810
Ventura	X			10	839,784
Yolo	X			4	216,986
Yuba	X			2	83,421

Attachment: Meetings per month per County (13755 : Discussion and Direction on Board Meetings and Agenda Layout)

MARIPOSA COUNTY

County Counsel · (209) 966-3222

MEETING: February 7, 2023

TO: The Board of Supervisors

FROM: Steve Dahlem, County Counsel

RE: Closed Session Conference WIth Legal Counsel; Existing LItigation: Healy V. County of Mariposa

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[X] **CONFERENCE WITH LEGAL COUNSEL**:

[X] **Existing Litigation: *Michael Healy v. County of Mariposa*; Superior Court of California, County of Mariposa Case No. 11788**
[ ] Disclosure will jeopardize existing settlement negotiations.

[ ] **Anticipated Litigation**
[ ] Significant exposure to litigation pursuant to subdivision (b) of Government Code section 54956.9.
Number of cases to be discussed:

[ ] Initiating of litigation pursuant to subdivision (c) of Government Code section 54956.9.
Number of cases to be discussed:

[ ] **CONFERENCE WITH COUNTY LABOR NEGOTIATOR**
Name of Employee Organization:_____
Name of County Designated Representative:_____
Title(s) of unrepresented individuals with whom negotiations are being conducted:_____

[ ] **PUBLIC EMPLOYEE EMPLOYMENT TITLE OR POSITION TO BE FILLED:**
(Government Code Section 54957 (b) (1))
_____

[ ] **PUBLIC EMPLOYEE PERFORMANCE EVALUATION**
Position of employee under review:_____ (Government Code Section 54954.5)

[ ] **PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE** (Government Code Section 54954.5)

[ ] **CONFERENCE WITH REAL PROPERTY NEGOTIATOR**
Description of real property: _____
Agency negotiator: _____
Negotiating parties: (Specify name of party or parties (not agent)):_____
Closed session will concern: ( ) price; ( ) terms of payment; ( ) both.

[ ] **THREAT TO PUBLIC SERVICE FACILITIES**
Name of law enforcement agency involved:_____
Title of officer of law enforcement agency:_____

[ ] **LICENSE/PERMIT DETERMINATION**
License or Permit applied for:_____
Number of license or permit applicants:_____
Name of applicant(s):_____

Agenda Item - No Resolution Requested

RESULT: **CLOSED SESSION HELD**

MARIPOSA COUNTY

County Counsel · (209) 966-3222

MEETING: February 7, 2023

TO: The Board of Supervisors

FROM: Steve Dahlem, County Counsel

RE: Closed Session - Workers' Compensation Matter

[X] **CONFERENCE WITH LEGAL COUNSEL**:

[X] **Existing Litigation:** **Maria Bishop Ramirez** v. County of Mariposa
WCAB No.: ADJ11173190, ADJ12274355; and ADJ13383728

[ ] Disclosure will jeopardize existing settlement negotiations.

[ ] **Anticipated Litigation**
[ ] Significant exposure to litigation pursuant to subdivision (b) of Government Code section 54956.9.
Number of cases to be discussed:

[ ] Initiating of litigation pursuant to subdivision (c) of Government Code section 54956.9.
Number of cases to be discussed:

[ ] **CONFERENCE WITH COUNTY LABOR NEGOTIATOR**
Name of Employee Organization:_____
Name of County Designated Representative:_____
Title(s) of unrepresented individuals with whom negotiations are being conducted:_____

[ ] **PUBLIC EMPLOYEE EMPLOYMENT TITLE OR POSITION TO BE FILLED:**
(Government Code Section 54957 (b) (1))
_____

[ ] **PUBLIC EMPLOYEE PERFORMANCE EVALUATION**
Position of employee under review:_____ (Government Code Section 54954.5)

[ ] **PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE** (Government Code Section 54954.5)

[ ] **CONFERENCE WITH REAL PROPERTY NEGOTIATOR**
Description of real property:_____
Agency negotiator: _____
Closed session will concern: ( ) price; ( ) terms of lease/purchase.

[ ] **THREAT TO PUBLIC SERVICE FACILITIES**
Name of law enforcement agency involved:_____
Title of officer of law enforcement agency:_____

[ ] **LICENSE/PERMIT DETERMINATION**
License or Permit applied for:_____
Number of license or permit applicants:_____
Name of applicant(s):_____

Agenda Item - No Resolution Requested

RESULT: CLOSED SESSION HELD

MARIPOSA COUNTY

Administration · 966-3222

MEETING: February 7, 2023

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Strategic Plan Update

RECOMMENDATION AND JUSTIFICATION:
Receive an Update on the Mariposa County Strategic Plan

At any given time, there are all kinds of opportunities and challenges pushing and pulling the County in different directions. Fires, floods, politics, public opinion, new grant opportunities, retirements, economic pressures, mandates and regulations, scientific discoveries, and time itself are a few of the pressures the Board is elected to navigate. Going with the flow could take the County any number of places that may or may not be what is most desired. A strategic plan helps the community and staff understand the direction the Board is heading so we can all row in that same direction and arrive intentionally at a future we built together.

The County's first strategic plan was written for the period from 2019 to 2022. Many of the objectives in the plan have been completed including adoption of the new Community Wildfire Protection Plan (CWPP), improved communication with the public for emergency situations, adoption of solar technology to reduce energy costs, completion of the recreation master plan, development of additional housing to meet some of the growing needs, implementing technical service master plan recommendations, and development of foundational financial management policies. Other objectives are ongoing, yet to be started, or no longer a priority.

An updated plan should be simple and focused on the highest priorities including, but not limited to, mitigating the impacts of disasters, improving the quality of our roads, increasing the supply of housing and addressing homelessness, and optimizing county business processes and structures. The update also presents an opportunity to include key indicators to measure progress and be accountable to the public. With this item, staff is seeking direction on initial priority possibilities and plan structure to share with the broader public.

Several steps are intended to capture public input in the strategic planning process. After input is received from the Board and public today, staff will begin working on more tactical objectives to achieve the priorities established by the Board. The County's second community survey is scheduled to begin this spring and presented with benchmarks to other communities and our previous survey this summer. Statistically valid surveys conducted by a third party are an ideal way to receive input from the majority of residents who do not frequent our board meetings or actively follow local government activities.

Agenda Item - No Resolution Requested

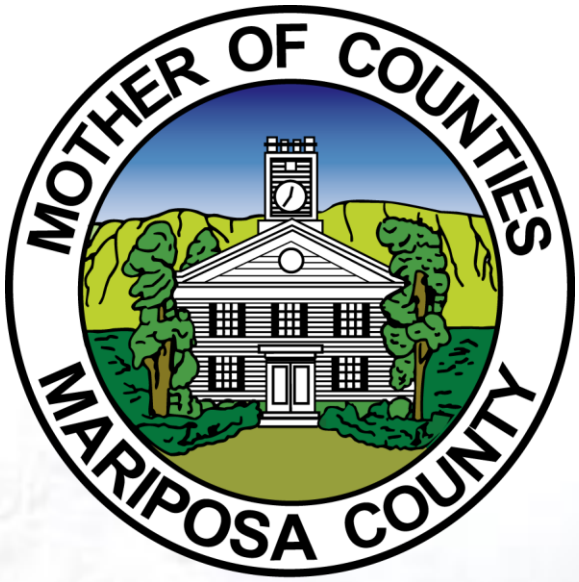
With the benefit of the survey data and staff input, several community meetings would be scheduled in locations around the county. All of the gathered information would be shared with the Board along the way and aggregated for a study session to be held in the Fall prior to finalizing the plan. Adoption of the plan is targeted for late 2023.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
Since 2017, the Board has held a retreat or study session each year to discuss the strategic direction of the County. These meetings led to the adoption of a strategic plan in 2019 that has been used to direct staff and resources in the intervening time.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
No action requested.

ATTACHMENTS:
Strategic Plan - Adopted (PDF)
Strategic Plan - 2021 Status Update (PDF)
2023 Strategic Plan Update (PDF)

RESULT: CLOSED SESSION HELD



Strategic Plan

2019-2022

Attachment: Strategic Plan - Adopted (13765 : Strategic Plan Update)

Acknowledgements

Board of Supervisors

Rosemarie Smallcombe, District I

Merlin Jones, District II

Marshall Long, District III

Kevin Cann, District IV

Miles Menetrey, District V

Elected Officials

Vincent Kehoe, Assessor / Recorder

Luis Mercado, Auditor / Controller

Walter Wall, District Attorney

Doug Binnewies, Sheriff

Keith Williams, Treasurer / Tax Collector

Appointed Officials

Dallin Kimble, Administrative Officer

David Robinson, Agricultural Commissioner

Michael Kinslow, Building Director

Pete Judy, Chief Probation Officer

Sharon Wardale-Trejo, Child Support Services

Rene LaRoche, Clerk of the Board

Steven Dahlem, County Counsel

Janet Chase-Williams, County Librarian

Fadzayi Mashiri, Farm Advisor

Mike Van Loben Sels, Interim Fire Chief

Kimberly Williams, Human Resources

Chevon Kothari, Health & Human Services

Sarah Williams, Planning

Eric Sergienko, Public Health Officer

Mike Healy, Public Works

Attachment: Strategic Plan - Adopted (13765 : Strategic Plan Update)

Strategic Planning Teams

Safety	Wellness	Stewardship	Infrastructure	Prosperity
Connie Pearce	Deb Drenon	Debbie Wass	Alyssa Carroll	Janet Chase-Williams
Corrina Dominguez	Ginnie Day	Leigh Westerlund	Darryl Nielsen	Lynn Wells
Donna Wass	Ginny Carpenter	Margarita King	Elaine Scardino	Rebecca Maietto
Jacob Bobman	Kelly Harrison	Melinda Rice	Gary Brown	Sarah Hughes
John Morgan	Mary Walker	Perca Dahlem	Michael Goralnik	Sarah Jacobs
Mark McLane	Matt DiPirro	Rebecca Smock	Monica Nielsen	Steve Engfer
Sheila Baker	Sean Conway	Rhonda Scherf	Tracy Gauthier	Tara Schiff
	Shannon Hansen			

Attachment: Strategic Plan - Adopted (13765 : Strategic Plan Update)

County Plans

Annual Budget

The Annual Budget serves as the County's financial plan. The budget is a policy document that provides direction and priorities for the resources needed to deliver community services.

General Plan

The General Plan describes the attributes of the County and its' diverse communities. It identifies features and land use principles considered essential to community character, guides development and growth and informs capital improvements and the delivery of public services.

Economic Vitality Strategy

The Economic Vitality Strategy (EVS) provides a pathway to sustainable economic performance and growth. It identifies key industry clusters for Mariposa County and prescribes action steps to attract, support and enhance local businesses and jobs.

Capital Improvement Plan

The Capital Improvement Plan (CIP) allows for the careful management of capital infrastructure assets by identifying long-term projects and needs far enough in advance to coordinate and plan financial and staffing needs.

Strategic Plan

The Strategic Plan expresses the community's vision and the values, goals and objectives that are desirable for the community and County staff to achieve.

Attachment: Strategic Plan - Adopted (13765 : Strategic Plan Update)

Strategic Planning Process

December 2017

The Board of Supervisors held a retreat to discuss their vision for Mariposa County. Staff was directed to develop a strategic plan outlining the vision, mission, values, goals and objectives for the County.

February 2018

Staff presented a framework for the strategic plan to the Board of Supervisors. The framework included a draft vision, mission, values and focus areas.

April 2018

The strategic plan framework was presented to the Planning Commission, who provided input and recommendations for future development of the plan.

Spring 2018

An independent firm administered the County's first-ever resident survey in all areas of the county. More than 400 randomly selected residents participate.

Summer 2018

Five strategic planning teams developed goals and objectives around designated focus areas: safety, wellness, stewardship, infrastructure and prosperity.

October 2018

The Board of Supervisors reviews the results of the resident survey, receives an update on the strategic planning process and further outlines their vision for the County. Staff is directed to simplify the plan.

February 2019

Staff presents the draft strategic plan to the Board of Supervisors in a public meeting. Board and public input are incorporated and the plan is adopted.

Ongoing

Staff implements the strategic plan and updates it with the Board from time to time. The strategic plan is a living document that continues to reflect the vision, mission and values of Mariposa County.

Attachment: Strategic Plan - Adopted (13765 : Strategic Plan Update)

Definitions

Vision	A snapshot of the desired future state of the community; what we want to be.
Focus Areas	General organizational categories necessary to achieve the community vision.
Objectives	Goals within a focus area that will help achieve the community vision.
Initiatives	Action steps needed to meet the objective.
Key Indicators	Measures used to indicate progress toward achieving the objective.
Mission	The role of county government in achieving the community vision.
Values	Guiding principles that direct how decisions are made and the internal culture. Values strive to ensure the community not only reaches its vision but takes an appropriate path to get there.

Attachment: Strategic Plan - Adopted (13765 : Strategic Plan Update)

Vision, Mission and Values

Vision Statement

Mariposa County is a thriving, scenic, historic and culturally vibrant rural community where residents, businesses and visitors enjoy opportunity, security, engagement, prosperity and wellness.

Mission Statement

We improve the quality of life in Mariposa County through active community engagement and the efficient delivery of outstanding public services.

Guiding Values

Collaboration	Partner with our community and lead in our state.
Integrity	Do what is moral, ethical, legal, honest, fair, transparent, equitable and humane.
Sustainability	Meet the needs of the present without compromising the future.
Transparency	Open, accountable and accessible to the public. We explain how and why decisions are made.
Excellence	Effective, efficient, equitable and citizen-focused services with a focus on constant improvement.

Attachment: Strategic Plan - Adopted (13765 : Strategic Plan Update)

Focus Areas

Safety

Wellness

Stewardship

Infrastructure

Prosperity

Safety

1.1 Objective: Maintain and improve emergency preparedness

Key Indicators: Percent of residents storing emergency supplies, ISO rating, resolved code violations

Initiative	Lead Agency	Priority for Completion
Implement an updated vegetation management plan	County Fire	18-24 Months
Expand public education on wildfire prevention and emergency preparedness	County Fire	24-36 Months
Broaden access to emergency information to include all county areas and populations	Sheriff	24-36 Months
Improve insurance access and affordability	County Fire	24-36 Months
Implement fire code inspection and enforcement	County Fire	18-24 Months
Expand public preparedness to safely respond to immediate emergencies	Sheriff	24-36 Months

Attachment: Strategic Plan - Adopted (13765 : Strategic Plan Update)

Safety

1.2 Objective: Provide a timely response in all areas of the county

Key Indicators: Average response time, number of volunteers, hours of training attended

Initiative	Lead Agency	Priority for Completion
Double the number of volunteer firefighters	County Fire	18-24 Months
Add Amador and Schedule A agreements to complement volunteer response	County Fire	18-24 Months
Expand training for employees and volunteers	Sheriff	24-36 Months

Attachment: Strategic Plan - Adopted (13765 : Strategic Plan Update)

Wellness

2.1 Objective: Help individuals and families become self-reliant

Key Indicators: Classes completed, percent of residents with diploma or equivalent

Initiative	Lead Agency	Priority for Completion
Support technical training and apprenticeships that address career readiness and specialized skill training	Administration	18-24 Months
Partner with adjacent colleges and universities to provide satellite college classes and distance learning with emphasis on degrees and certificates	Administration	24-36 Months
Foster a variety of literacy, cultural diversity and language programs for all residents	Library	18-24 Months
Increase the number of adults who earn a high school diploma or equivalency	Health & Human Services	24-36 Months

Attachment: Strategic Plan - Adopted (13765 : Strategic Plan Update)

Wellness

2.2 Objective: Promote practices that support positive physical and behavioral health.

Key Indicators: Percent of population using alcohol or tobacco, percent of population (mis)using drugs

Initiative	Lead Agency	Priority for Completion
Develop an outreach and education plan to reduce exposure of children and youth to substance abuse and domestic violence	Health & Human Services	18-24 Months
Support the availability of healthy, fresh foods and promote nutrition assistance for those in need	Health & Human Services	18-24 Months

Wellness

2.3 Objective: Improve access to care

Key Indicators: Number of out-of-county transit trips for care, number of patients treated at County clinics

Initiative	Lead Agency	Priority for Completion
Improve accessibility to the hospital from Highways 49 & 140	Public Works	24-36 Months
Increase the availability and promotion of transit and ride share services	Health & Human Services	18-24 Months
Develop a plan to increase availability and adoption of mobile service options	Health & Human Services	18-24 Months
Recruit and attract medical services	Health & Human Services	24-36 Months

Attachment: Strategic Plan - Adopted (13765 : Strategic Plan Update)

Stewardship

3.1 Objective: Update systems, policies and procedures

Key Indicators: Personnel as a percentage of budget expenditures, number of personnel, intranet use

Initiative	Lead Agency	Priority for Completion
Implement the recommendations of the technical services master plan	Administration	18-24 Months
Review and optimize business processes and organizational structure	Administration	18-24 Months
Support county-wide bulk procurement	Administration	24-36 Months
Review and update ordinances, policies and procedures to include requirements for timely updates, internal controls and efficient workflows.	Clerk of the Board	24-36 Months

Attachment: Strategic Plan - Adopted (13765 : Strategic Plan Update)

Stewardship

3.2 Objective: Communicate well with employees and community stakeholders

Key Indicators: Resident survey results, employee survey results

Initiative	Lead Agency	Priority for Completion
Develop proactive internal and external communication processes and methods to effectively inform employees, the public and the press of County events, processes, decisions, service levels and reasoning	Administration	18-24 Months
Engage citizens on a regular basis and conduct a citizen survey no less often than triennially	Administration	24-36 Months

Attachment: Strategic Plan - Adopted (13765 : Strategic Plan Update)

Stewardship

3.3 Objective: Effectively manage resources

Key Indicators: Hours of training attended, percentage of recruitments filled internally, average value of fleet vehicles, dollars of grant funding secured, funding agency feedback

Initiative	Lead Agency	Priority for Completion
Expand County professional development opportunities	Human Resources	18-24 Months
Develop a County Financial Management Plan and associated policies	Administration	18-24 Months
Complete an analysis of County facilities and future space needs	Administration	18-24 Months
Develop performance measures for County programs and services	Administration	18-24 Months
Maximize the value of fleet vehicles	Public Works	24-36 Months
Maximize responsible grant funding	Administration	18-24 Months

Attachment: Strategic Plan - Adopted (13765 : Strategic Plan Update)

Infrastructure

4.1 Objective: Develop active infrastructure that encourages recreation

Key Indicators: Miles of publicly accessible sidewalks and trails, number of crosswalks, acres of park space

Initiative	Lead Agency	Priority for Completion
Develop the Field of Dreams with a recreation center, trails and park space	Administration	24-36 Months
Increase the number and mileage of publicly accessible trails	Planning	24-36 Months
Improve the safety of pedestrians by adding sidewalks and crosswalks	Public Works	18-24 Months
Create more pocket parks throughout the County	Public Works	24-36 Months

Attachment: Strategic Plan - Adopted (13765 : Strategic Plan Update)

Infrastructure

4.2 Objective: Develop a quality built environment that reflects community character

Key Indicators: Pavement Conditions Index (PCI)

Initiative	Lead Agency	Priority for Completion
Improve road quality	Public Works	18-24 Months
Develop a plan for a conveyance from Lake McClure	Administration	18-24 Months
Complete a Capital Improvement Plan (CIP)	Public Works	18-24 Months

Attachment: Strategic Plan - Adopted (13765 : Strategic Plan Update)

Infrastructure

4.3 Objective: Prepare for the next generation of technology

Key Indicators: Number of electric vehicle charging stations

Initiative	Lead Agency	Priority for Completion
Install electric vehicle charging stations	Public Works	18-24 Months
Work with partners in private industry to expand access to cellular service and business-speed broadband countywide	Administration	24-36 Months
Maximize energy efficiency, including utilizing solar power where possible	Public Works	24-36 Months

Attachment: Strategic Plan - Adopted (13765 : Strategic Plan Update)

Prosperity

5.1 Objective: Support business and welcome sustainable growth

Key Indicators: Number of businesses, number of jobs added

Initiative	Lead Agency	Priority for Completion
Update County zoning code to promote density, character and volume of residential, commercial and industrial zones	Planning	18-24 Months
Facilitate the expansion of the MPUD service area	Administration	18-24 Months
Establish a local business license to identify and provide services to local businesses	Administration	24-36 Months
Increase and diversify agriculture production and value-adding opportunities while ensuring sustainable management of natural resources	Agricultural Commissioner	24-36 Months

Attachment: Strategic Plan - Adopted (13765 : Strategic Plan Update)

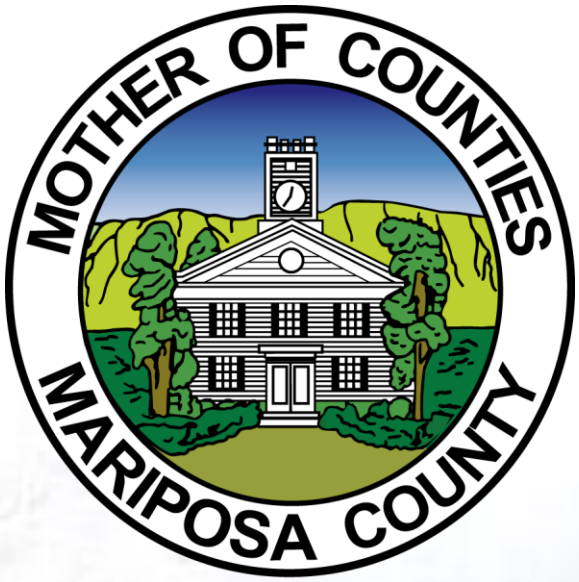
Prosperity

5.2 Objective: Promote Mariposa as a livable, family-friendly community

Key Indicators: Number of new housing units, median home value, surveyed positive retail percentage, number of new housing units in town planning areas, number of substandard housing enforcement actions

Initiative	Lead Agency	Priority for Completion
Facilitate the development of a range of workforce, multi-family, multi-use and multi-generational housing and neighborhoods	Administration	18-24 Months
Establish programs and policies to improve the quality of housing and eliminate substandard dwelling units	Planning	24-36 Months
Expand access to business speed internet	Administration	24-36 Months
Expand options and access to County services including garbage collection	Public Works	24-36 Months
Expand options for shopping and dining	Administration	24-36 Months
Complete the Recreation Master Plan	Public Works	18-24 Months

Attachment: Strategic Plan - Adopted (13765 : Strategic Plan Update)



Mariposa County Strategic Plan

Post Office Box 784
Mariposa, CA 95338
(209) 966-3222
dkimble@mariposacounty.org

Attachment: Strategic Plan - Adopted (13765 : Strategic Plan Update)

Strategic Plan Update - 2021

Vision: *Mariposa County is a thriving, scenic, historic and culturally vibrant rural community where residents, businesses and visitors enjoy opportunity, security, engagement, prosperity and wellness.*
Mission: *We improve the quality of life in Mariposa County through active community engagement and the efficient delivery of outstanding public services.*
Values: *Collaboration - Integrity - Sustainability - Transparency - Excellence*

Focus Area	Objective	Initiatives	Lead Agency	Priority	Status Update	Recommendation
Safety	Maintain and improve emergency preparedness	Implement an updated vegetation management plan	County Fire	18-24 Months	Mariposa County Community Wildfire Prevention Plan adopted 2/16/21 (RES 2021-80)	Completed (remove)
		Expand public education on wildfire prevention and emergency preparedness	County Fire	24-36 Months	Ongoing effort	Ongoing (remove)
		Broaden access to emergency information to include all county areas and populations	Sheriff	24-36 Months	Acquired Nixle/Everbridge, established Joint Information Center, ongoing effort	Ongoing (remove)
		Improve insurance access and affordability	County Fire	24-36 Months	Pursued water storage grants, expanded Amador program, updated information reported to ISO	Move to Prosperity (No longer directly related to ISO ratings)
		Implement a fire code inspection and enforcement	County Fire	18-24 Months	Fire Prevention Inspector position approved October 2019; Initial inspections begun in 2020; Rate study approved October 2021; second inspector needed	Completed (remove/revise)
		Expand public preparedness to safely respond to immediate emergencies	Sheriff	18-24 Months	Acquired Nixle/Everbridge, established Joint Information Center, ongoing effort	Ongoing (remove)
	Provide a timely response in all areas of the county	Double the number of volunteer firefighters	County Fire	18-24 Months	Volunteer numbers continue to decline; need to consider other options for combined (volunteer/paid) response	Not achieved / unlikely to be achieved (remove)
		Add Amador and Schedule A agreements to complement volunteer response	County Fire	18-24 Months	Added additional Amador plans in Mariposa and Coulterville 9/17/19 (RES 2019-544); established an employer-based staffing solution for Fish Camp; need to consider staffing model to provide support for volunteers and reallocation of Amador to cover more areas of the county	Completed (remove)
		Expand training for employees and volunteers	Sheriff	24-36 Months		Ongoing (remove)

Attachment: Strategic Plan - 2021 Status Update (13765 : Strategic Plan Update)

Wellness	Help individuals and families become self-reliant	Support technical training and apprenticeships that address career readiness and specialized skill training	Administration	18-24 Months	Addressed in Economic Vitality Strategy; collaborating with Motherlode Job Training; built partnership with Small Business Development Center (SBDC); MCHS sheriff and fire programs	Unspecific / ongoing (remove)
		Partner with adjacent colleges and universities to provide satellite college classes and distance learning with emphasis on degrees and certificates	Administration	24-36 Months	Office of Education (MCUSD) leads this effort; inquired of neighboring CCSDs with no interest	MCUSD leading (remove)
		Foster a variety of literacy, cultural diversity and language programs for all residents	Library	18-24 Months		Ongoing (remove)
		Increase the number of adults who earn a high school diploma or equivalency	Health and Human Services	24-36 Months	Office of Education (MCUSD) leads this effort	MCUSD leading (remove)
	Promote practices that support positive physical and behavioral health	Develop an outreach and education plan to reduce exposure of children and youth to substance abuse and domestic violence	Health and Human Services	18-24 Months	1. Working collaboratively with Mariposa Safe Families on tobacco prevention efforts.	Ongoing (remove)
		Support the availability of healthy, fresh foods and promote nutrition assistance for those in need	Health and Human Services	18-24 Months	1. CalFresh Kids' Market provided $5 vouchers for fruit and veggies to over 100 children in both 2020 and 2021. 2. HHSA is working with the Master Gardeners to seek funding for a community garden. 3. HHSA will launch a senior nutrition pilot project in North County in winter 2021/22 in cooperation with the Coulter Cafe.	Ongoing (remove)
	Improve access to care	Increase accessibility to the hospital from both Highway 49 and Highway 140	Public Works	24-36 Months	Road planned on paper; unlikely for several years	Not achieved / outside the scope of this plan (remove)
		Increase the availability and promotion of transit and ride share services	Health and Human Services	18-24 Months	1. HHSA launched a fixed route pilot project in February 2020. This has experienced challenges due to the pandemic. Staff is working closely with Alliance to transition the fixed route to Alliance by end of 2021. 2. HHSA opened up transportation to all populations rather than limiting to 60+. 3. Despite the pandemic, Medi-Trans for medical appointments continues to be a priority.	Ongoing priority (revise for specificity or remove)
		Develop a plan to increase availability and adoption of mobile service options	Health and Human Services	18-24 Months	1. The pandemic put many plans on hold. However, eligibility staff attended every mass vaccination clinic to provide information on benefits. Over 1,000 contacts were made, including in North County and El Portal. 2. Medi-Cal Navigation efforts have begun with the purchase of three tablets for staff to determine eligibility and benefits in the field.	Mobile service options widely adopted (remove)
		Recruit and attract new/improved medical services	Health and Human Services	24-36 Months	Public Health / MCUSD partnership for Camarena Mobile; Relocated county health clinic for improved service; supporting JCFHD efforts for new facility	Ongoing (remove)

Attachment: Strategic Plan - 2021 Status Update (13765 : Strategic Plan Update)

Focus Area	Objective	Initiatives	Lead Agency	Priority	Status Update	Recommendation
Stewardship	Update systems, policies and procedures	Implement the recommendations of the technical services master plan	Administration	18-24 Months	Started or completed ERP implementation, leveraging GIS, consolidation of IT, and improved emergeny preparedness strategies; still need to add analytical capacity (reorganize), establish IT governance, develop a sustainability plan, and expand online services for the public	Disaggregate strategic initiatives (revise or remove)
		Review and optimize business processes and organizational structure	Administration	18-24 Months	Implementing various softwares including process improvements, consolidated HHSA, reorganized HR and technical services; Board directed not to complete a study of most effective/efficient organizational study	More specific direction needed (revise or remove)
		Support county-wide bulk procurement	Administration	24-36 Months	Purchasing policy supports bulk procurement; needs staff/resources	Minimal progress (keep)
		Review and update ordinances, policies and procedures to include requirements for timely updates, internal controls and efficient workflows.	Clerk of the Board	24-36 Months	Ongoing as updates and new policies are presented	Ongoing (remove)
	Communicate well with employees and stakeholders	Develop proactive internal and external communication processes and methods to effectively inform employees, the public and the press of County events, processes, decisions, service levels and reasoning	Administration	18-24 Months	Procurement of Nixle/Evergreen; countywide intranet in development; Public Information Officer approved in 2019 but never funded	In progress (revise or remove)
		Engage citizens on a regular basis and conduct a citizen survey no less often than triennially	Administration	24-36 Months	Community survey conducted and reported to the Board on 9/25/2018; have quotes for 2021	Ongoing (remove)
	Effectively manage resources	Expand County professional development opportunities	Human Resources	18-24 Months	Sharing job openings from partner jurisdictions; agreement to bring CSAC institute to Mariposa; promoting internal candidates	Ongoing (remove)
		Develop a County Financial Management Plan and associated policies	Administration	18-24 Months	Budget and Financial Management and General Reserve policies adopted in 2020; development of multiyear financial management plan waiting for ERP completion / funding	Completed / ongoing (remove)
		Complete an analysis of County facilities and future space needs	Administration	18-24 Months	Analysis of sheriff facilities in progress; larger plan not yet started	Not yet started (keep)
		Develop performance measures for County programs and services	Administration	18-24 Months	Not yet started; delayed while focus on ERP implementation	Not yet started (keep)
		Maximize the value of fleet vehicles	Public Works	24-36 Months	Purusing revision of Title 14 for changes prerequisite to the ability to maximize benefit	Not yet started (keep)
		Maximize responsible grant funding	Administration	18-24 Months	Hired grantwriter to begin coordinating grants countywide; received more than $10M in grants in last two years; position frozen during pandemic	Ongoing (remove)
Infrastructure	Develop active infrastructure that encourages recreation	Develop the Field of Dreams with a recreation center, trails and park space	Administration	24-36 Months	Did not receive funding in first round of state parks grants; waiting to hear about application for Pfremmer property	Amend to remove Field of Dreams and refocus on recreation center
		Increase the number and mileage of publicly accessible trails	Planning	24-36 Months	Focus on Mariposa Creek Parkway and Merced River Trail; grants received to continue with construction of Phase 3 MCP and planning of Phase 4 MCP	Ongoing (remove)
		Improve the safety of pedestrians by adding sidewalks and crosswalks	Public Works	18-24 Months	CalTrans adding crosswalks along 140 in Mariposa; grants received for sidewalk and crosswalk around MES	In progress (revise or remove)
		Create more pocket parks throughout the County	Public Works	24-36 Months	Addressed in Parks and Resiliency Master Plan	Not yet started (keep)
	Develop a quality built environment that reflects community character	Improve road quality	Public Works	18-24 Months	Completed study of road system; need additional $9M annually to improve roads to state average by 2031	Need specificity (revise or remove)
		Develop a plan for a conveyance from Lake McClure	Administration	18-24 Months	Water Agency Advisory Board leading RFP effort for initial study	In progress (keep)
		Complete a Capital Improvement Plan (CIP)	Public Works	18-24 Months	Not yet started; delayed while focus on ERP implementation	Not yet started (keep)
	Prepare for the next generation of technology	Install electric vehicle charging stations	Public Works	18-24 Months	Included in downtown renovation project; evaluating other grant/revenue options	In progress (keep)
		Work with partners in private industry to expand access to cellular service and business-speed broadband countywide	Administration	24-36 Months	Met with AT&T and corresponded with Verizon about cell service; working on multiple grant-funded broadband planning efforts	Outside scope of this plan (remove)
		Maximize energy efficiency, including utilizing solar power where possible	Public Works	24-36 Months	Energy pilot project approved in 2020 now underway	In progress (revise or remove)

Attachment: Strategic Plan - 2021 Status Update (13765 : Strategic Plan Update)

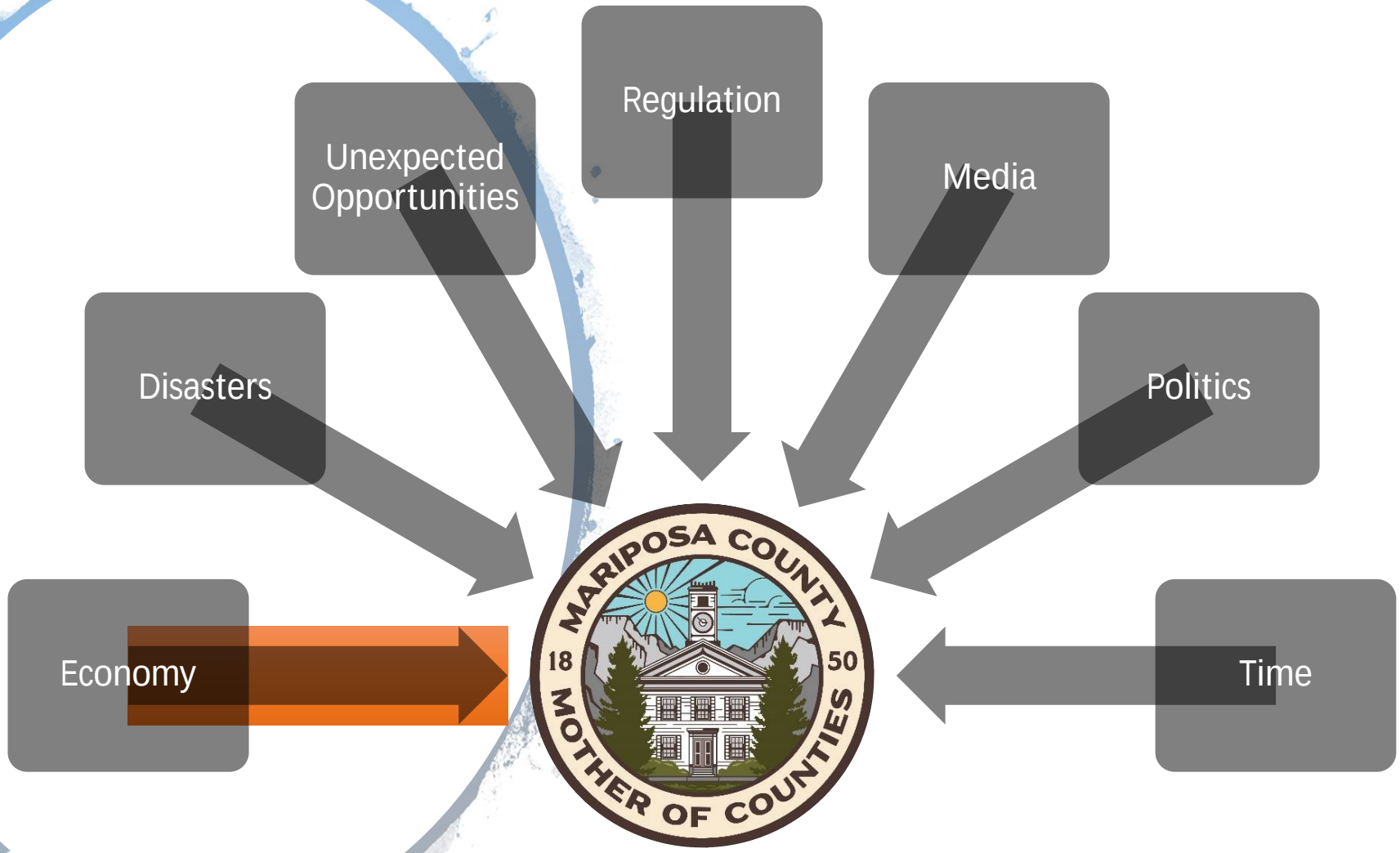
Prosperity	Support business and welcome sustainable growth	Update County zoning code to promote density, character and volume of residential, commercial and industrial zones	Planning	18-24 Months	Update started in 2019; still underway	In progress (keep)
		Facilitate the expansion of the MPUD service area	Administration	18-24 Months	LAFCO study initiated in 2021	In progress (keep)
		Establish a local business license to identify and provide services to local businesses	Administration	24-36 Months	Board discussion in April 2019 directed staff not to pursue a mandatory business license; voluntary option still possible	Board directed no further action (remove)
		Increase and diversify agriculture production and value-adding opportunities while ensuring sustainable management of natural resources	Agricultural Commissioner	24-36 Months	Overall ag production decreasing over time	Need specificity (revise or remove)
	Promote Mariposa as a livable, family-friendly community	Facilitate the development of a range of workforce, multi-family, multi-use and multi-generational housing and neighborhoods	Administration	18-24 Months	Supporting Creekside Terrace, ADU project, Homekey, etc.	In progress (keep)
		Establish programs and policies to improve the quality of housing and eliminate substandard dwelling units	Planning	24-36 Months	Working with SHE on rehab loans	No change; reassign to administration or consolidate with previous objective
		Expand access to business-speed internet	Administration	24-36 Months	Partnering with four other counties on regional planning grant; included in GSFA planning grant application for countywide broadband plan; joined Golden State Connect Authority	Ongoing (keep)
		Expand options and access to services including garbage collection	Public Works	24-36 Months	Reviewed several options; still cost prohibitive for many residents without greater density or subsidy	Not achieved (remove)
		Expand options for shopping and dining	Administration	24-36 Months	Supporting new/expanding businesses (13 new businesses in downtown corridor since 2020); received grant for countywide market study; not proactively recruiting	More specific direction needed (revise or remove)
		Complete the Recreation Master Plan	Public Works	18-24 Months	Recreation and Resiliency Master Plan approved March 2021	Completed (remove)

Attachment: Strategic Plan - 2021 Status Update (13765 : Strategic Plan Update)

2019-2022
Strategic Plan Status Update

February 7, 2023

Attachment: 2023 Strategic Plan Update (13765 : Strategic Plan Update)



Attachment: 2023 Strategic Plan Update (13765 : Strategic Plan Update)

Attachment: 2023 Strategic Plan Update (13765 : Strategic Plan Update)

Strategic Plan

Vision

- What do we want to become?
- Are we delivering the right services? How well?

Values

- How do we make the best decisions for Mariposa?
- How are we going to treat people?

Attachment: 2023 Strategic Plan Update (13765 : Strategic Plan Update)

Athenian Oath

"We will never bring disgrace on this our City by an act of dishonesty or cowardice. We will fight for the ideals and Sacred Things of the City both alone and with many. We will revere and obey the City's laws, and will do our best to incite a like reverence and respect in those above us who are prone to annul them or set them at naught. We will strive unceasingly to quicken the public's sense of civic duty. Thus, in all these ways, we will transmit this City not only, not less, but greater and more beautiful than it was transmitted to us."

Attachment: 2023 Strategic Plan Update (13765 : Strategic Plan Update)

Vision Statement
The Best Version of Ourselves

Mariposa County is a thriving, scenic, historic and culturally vibrant rural community where residents, businesses and visitors enjoy opportunity, security, engagement, prosperity and wellness.

Attachment: 2023 Strategic Plan Update (13765 : Strategic Plan Update)

Vision Statement – Possible Alternate
The Best Version of Ourselves

Mariposa County is a world-class destination known for its scenic beauty, rich heritage, and welcoming hospitality; a place where residents, businesses and visitors enjoy health, prosperity, security, adventure, and a sense of community in a peaceful, rural setting.

Attachment: 2023 Strategic Plan Update (13765 : Strategic Plan Update)

Vision Statement – Possible Alternate
The Best Version of Ourselves

Mariposa County is a safe place where beautiful open spaces, rural family values, collaboration of neighborhoods and communities, and opportunities for prosperity and wellness bring joy to the human experience.

Attachment: 2023 Strategic Plan Update (13765 : Strategic Plan Update)

Vision Statement – Possible Alternate
The Best Version of Ourselves

Mariposa County is a vibrant and family-friendly mountain community, the preferred gateway to Yosemite National Park, and a place where all people have opportunities to prosper.

Attachment: 2023 Strategic Plan Update (13765 : Strategic Plan Update)

Vision Statement – Possible Alternate (Blend)

Mariposa County is a vibrant and family-friendly mountain community; a world-class destination with scenic beauty, rich heritage, and welcoming hospitality; and a place where residents, businesses, and visitors enjoy health, prosperity, security, and adventure.

Attachment: 2023 Strategic Plan Update (13765 : Strategic Plan Update)

Mission Statement
Our Role in Reaching the Vision

We improve the quality of life in Mariposa County through active community engagement and the efficient delivery of outstanding public services.

Attachment: 2023 Strategic Plan Update (13765 : Strategic Plan Update)

Shared Community Values
How We Make Decisions

Collaboration	Partner with our community and lead in our state.
Integrity	Do what is moral, ethical, legal, honest, fair, transparent, equitable and humane.
Sustainability	Meet the needs of the present without compromising future generations.
Transparency	Open, accountable and accessible to the public. Help them understand how and why decisions are made.
Excellence	Effective, efficient, equitable and citizen-focused services with a focus on constant improvement.

Attachment: 2023 Strategic Plan Update (13765 : Strategic Plan Update)

Focus Areas

Safety

Infrastructure

Wellness

Prosperity

Stewardship

Attachment: 2023 Strategic Plan Update (13765 : Strategic Plan Update)

Objectives 2019 - 2022

Safety

- Implement an updated vegetation management plan
- Broaden access to emergency information to all county areas and populations
- Implement fire code inspection and enforcement
- Add Amador and Schedule A agreements to complement volunteer [fire] response

Wellness

- Support the availability of healthy, fresh foods and promote nutrition assistance for those in need
- Increase the availability and promotion of transit and ride share services
- Recruit and attract medical services

Attachment: 2023 Strategic Plan Update (13765 : Strategic Plan Update)

Objectives 2019 - 2022

Infrastructure

- Improve road quality
- Increase mileage of trails
- Develop a recreation center
- Improve pedestrian safety by adding sidewalks and crosswalks
- Develop a plan for a conveyance from Lake McClure
- Maximize energy efficiency, including using solar
- Complete capital improvement plan

Prosperity

- Update zoning code
- Facilitate expansion of MPUD service area
- Complete recreation master plan
- Facilitate development of workforce housing
- Establish programs and policies to improve the housing quality
- Establish a local business license

Attachment: 2023 Strategic Plan Update (13765 : Strategic Plan Update)

Objectives 2019 - 2022

Stewardship

- Implement the technical services master plan
- Review and optimize business processes and organizational structure
- Support county-wide bulk procurement
- Develop proactive internal and external communications
- Maximize the value of the fleet
- Engage citizens on a regular basis and conduct a citizen survey no less than triennially
- Develop a financial management plan and policies
- Maximize grant funding
- Complete an analysis of facilities and future space needs
- Expand professional development opportunities

Attachment: 2023 Strategic Plan Update (13765 : Strategic Plan Update)

Proposed Safety Objectives

1.1 Objective: Prepare for possible emergencies and mitigate disaster impacts

Key Indicators: Updated Local Hazard Mitigation Plan, grant dollars received, number of acres burned, properties affected by disaster, etc.

1.2 Objective: Eradicate illegal commercial marijuana operations

Key Indicators: # of properties growing illegally, # of resident complaints

Attachment: 2023 Strategic Plan Update (13765 : Strategic Plan Update)

Proposed Infrastructure Objectives

2.1 Objective: Improve road quality

Key Indicators: Average Pavement Condition Index (PCI)

2.2 Objective: Expand water, sewer, broadband and recreation infrastructure

Key Indicators: Parcels with access to utilities, parcels with access to high-speed internet, miles of trails, etc.

Attachment: 2023 Strategic Plan Update (13765 : Strategic Plan Update)

Proposed Wellness Objectives

3.1 Objective: Every person has a home

Key Indicators: # homeless, housing demand, housing supply

3.2 Objective: Improve and expand access to medical, health, and wellness services

Key Indicators: # out-of-county medical transit trips, # telehealth providers, etc.

Attachment: 2023 Strategic Plan Update (13765 : Strategic Plan Update)

Proposed Prosperity Objectives

4.1 Objective: Diversify the economy to increase the number of living wage jobs

Key Indicators: % local revenue from tourism, # new jobs

4.2 Objective: Enhance community livability and quality of life

Key Indicators: attendance at cultural events, average distance to parks

Attachment: 2023 Strategic Plan Update (13765 : Strategic Plan Update)

Proposed Stewardship Objectives

5.1 Objective: Optimize business processes and organizational structure

Key Indicators: completion of org study, reduction of overhead

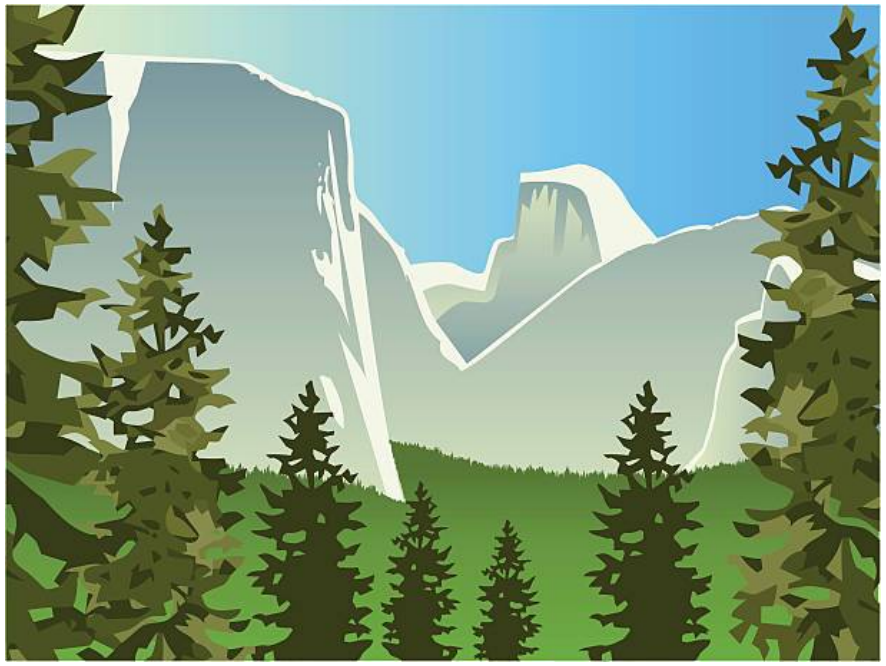
5.2 Objective: Expand training opportunities to develop future leaders

Key Indicators: # of staff with CSAC credential, qualified internal candidates for vacant senior positions

Attachment: 2023 Strategic Plan Update (13765 : Strategic Plan Update)

Developing the Next Strategic Plan

- Today: Board discussion
- Staff Input
  - February - April
- Community Survey
  - May - June
- Community Meetings
  - July – September
- Board Retreat
  - Fall 2023
- Adoption
  - Late 2023



Attachment: 2023 Strategic Plan Update (13765 : Strategic Plan Update)

MARIPOSA COUNTY

Administration · 966-3222

MEETING: February 7, 2023

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Budget Process Review, Discussion, and Direction

RECOMMENDATION AND JUSTIFICATION:

Discussion and Direction regarding the Budget Process Review.

Staff is starting to gear up for the Fiscal Year 2023-2024 (FY24) budget process. The attached schedule should give you a pretty good idea of the timeline for that process. In addition, please note the following:

In February or early March, staff will come to the board with a midyear report on the budget for the current fiscal year (July 2022 - June 2023). Some adjustments may be recommended at this time, but typically not anything that substantively changes programming.

Department requests will be public in April. My balanced recommendation will be available in May.

State law says that the Board must adopt a budget by June 30. It also says that the Board cannot adopt a budget in the same meeting in which it is discussed. We schedule the budget hearing for early June so we have time to make changes or deal with other issues that may pop up, if necessary.

Once the budget hearing begins, it continues day to day until the Board has agreed upon the budget. Seven years ago, we would go line by line through the budget for three or four days. Our intention is to provide the full budget in April, highlight changes as they are made, and present a budget summary at the budget hearing. We've not required more than a few hours with this approach over the last six years.

Attached is a document from the Institute for Local Government (ILG) that does a good job of explaining some of the issues we deal with in our county budget. The presentation for this item will include additional insights about our budget and possible changes.

We look forward to gaining insights from the Board and the public during this discussion.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

Agenda Item - No Resolution Requested

The Board receives regular presentations and updates about the budget.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

No action requested.

ATTACHMENTS:
2023-24 Budget Schedule (PDF)
basics_of_municipal_revenue_2016 (PDF)
Budget Policies and Practice (PDF)

RESULT: INFORMATION RECEIVED

FISCAL YEAR 2023-24 BUDGET SCHEDULE	
FY23 MID YEAR	
January 11	Leigh will share a report and request variance explanations
February 6	Mid-Year changes and variance explanations due
FY24 BUDGET	
February 6	THE ENTERPRISE IS READY FOR BUDGETING
February 13	Position change requests due to HR/Auditor/Admin Email Donna, Rebecca, and Leigh
February 13	Fleet requests due to Fleet
March 13	Salaries, benefits and insurance budgets entered
March 27	Department budget requests due Department narratives due
April 18	Requested Budget Planning Board Study Session Administration, Ag Comm, Assessor, Auditor, Building, Child Support Services, Clerk of the Board, County Counsel, District Attorney, Library, Treasurer, UCCE
April 25	Requested Budget Planning Board Study Session Fire, HHSA, Planning, Probation, Public Works, Sheriff
June 6	Recommended Budget hearing
June 13	Recommended Budget approval

COUNTY VISION

Mariposa County is a thriving, scenic, historic and culturally vibrant rural community where residents, businesses and visitors enjoy opportunity, security, engagement, prosperity and wellness.

COUNTY MISSION

We improve the quality of life in Mariposa County through active community engagement and the efficient delivery of outstanding public services.

Attachment: 2023-24 Budget Schedule (13726 : Budget Process Review, Discussion, and Direction)

INSTITUTE FOR LOCAL GOVERNMENT
Promoting Good Government at the Local Level

Understanding the Basics of Municipal Revenues in California: Cities, Counties and Special Districts

2016 Update

Attachment: basics_of_municipal_revenue_2016 (13726 : Budget Process Review, Discussion, and Direction)

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Attachment: basics_of_municipal_revenue_2016 (13726 : Budget Process Review, Discussion, and Direction)

OVERVIEW

Each one of California's 39 million residents lives within the boundaries of one of the state's 58 counties. Nearly 33 million people also live in one of California's 482 cities.[i] Californians are also served by 2,156 independent special districts.

Counties, cities and special districts provide a vast array of municipal services to residents and businesses. These services include public safety (police, fire and emergency services), parks and recreation, roads, flood protection, sewers, water, electricity, refuse disposal, recycling and other utilities. Counties have an additional role as a provider for many state-mandated services, such as foster care, public health care, jails, criminal justice and elections.[ii]

These municipal local governments rely on a variety of revenues to pay for the services and facilities they provide. The amount and composition of revenues:

- Differ between cities, counties and special districts largely because of differences in responsibilities; and
- Vary among cities, among counties and among special districts depending in part on differences in governance responsibilities.

There is a complex web of legal rules for collecting and using the variety of revenues available to municipal governments in California. These rules derive from the state constitution, state statute and court cases further interpreting those laws.

This guide provides an overview of the sources of county, city and special district revenues in California. It is an introduction to a complex topic. You can find further information in the resources listed on the last page.

How To Use This Information

These materials are not technical or legal advice. You should consult technical experts, attorneys and/or relevant regulatory authorities for up-to-date information and advice on specific situations.

Attachment: basics_of_municipal_revenue_2016 (13726 : Budget Process Review, Discussion, and Direction)

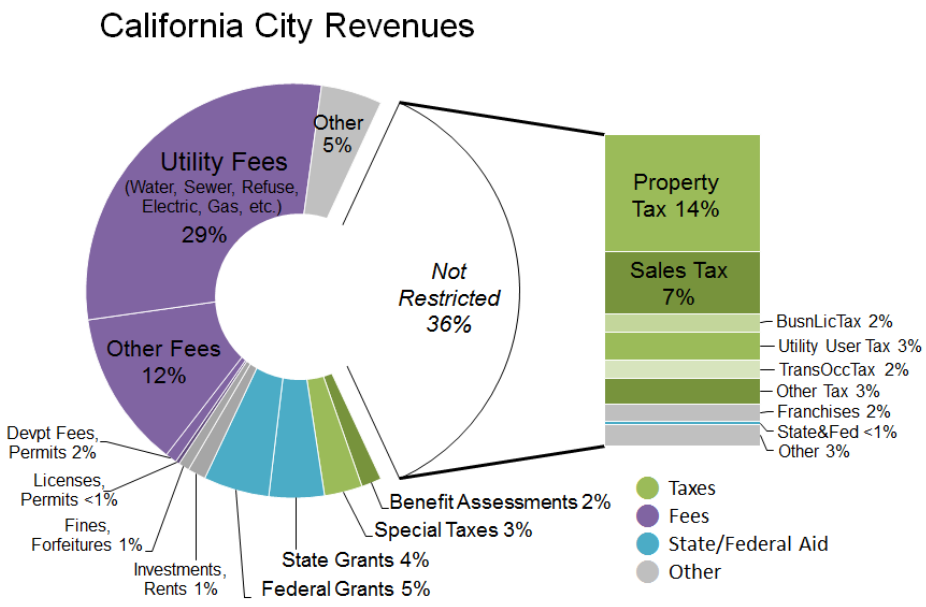
CITY REVENUES IN CALIFORNIA

Incorporated cities (including those that refer to themselves as “towns”) are responsible for a broad array of essential frontline services tailored to the needs of their communities. These include:

- Law enforcement and crime prevention,
- Fire suppression and prevention, natural disaster planning and response, emergency medical response and transport,
- Land use planning and zoning, building safety,
- Local parks and open spaces, recreation,
- Water supply, treatment and delivery,
- Sewage collection, treatment and disposal,
- Storm water collection and drainage,
- Solid waste collection, recycling and disposal,
- Local streets, sidewalks, bikeways, street lighting and traffic controls, and
- Public transit.

Cities that are responsible for providing all or most of these functions are called “full service” - the services can be provided in-house or contracted through a private entity or another public agency. In other cities, some of these functions are the financial responsibility of other local agencies such as the county or special districts. For example, in about thirty percent of California cities, a special district provides and funds fire services. In sixty percent, library services are provided and funded by another public agency such as the county or a special district.

The mix of service responsibilities and local choice regarding service levels affects the amount and composition of revenues of each city.



Thia is a statewide mash-up of city revenues. Individual cities vary.
Source: Author's computations from data from California State Controller 2014-15.
Does not include the City/County of San Francisco.

Attachment: basics_of_municipal_revenue_2016 (13726 : Budget Process Review, Discussion, and Direction)

COUNTY REVENUES IN CALIFORNIA

California counties are responsible for three general areas of municipal services: 1) delegated state and federal programs, 2) countywide public services and 3) essential frontline services for residents not receiving those services from a city or special district, often in unincorporated areas (outside city boundaries).

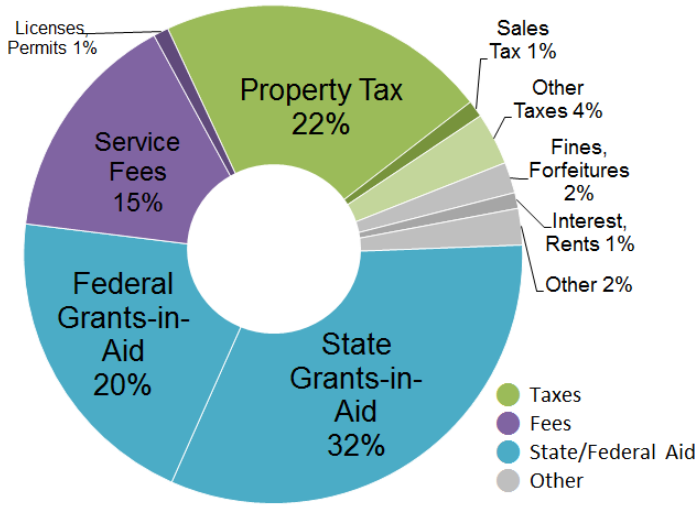
In unincorporated areas, counties provide the essential frontline services that cities provide that are not provided by a special district. These can include police protection (through a county sheriff), roads, planning and building safety.

Counties also provide public services to all county residents, whether they live in or outside of cities. These countywide functions include:

- Public assistance (notably welfare programs and aid to the indigent),
- Public health services (including mental health and drug/alcohol services),
- Local elections,
- Local corrections, detention and probation facilities and programs (including juvenile detention), and
- Property tax collection and allocation for all local agencies, including school districts.

Funding from the federal and state government, primarily for health and human services, is the largest source of county revenues. Property taxes and sales and use taxes are the primary funding sources for many county services that do not have a dedicated state or federal funding source.

California County Revenues



Source: Author's computations from data from California State Controller 2014-15. Includes the County/City of San Francisco.

General and Functional Revenues

Municipal revenues may be viewed as falling into two broad categories: general revenues and functional revenues.

General revenues can be used for any legitimate public purpose. General purpose taxes, especially property and sales taxes, account for most general city revenues statewide.

Functional revenues are restricted by law to a particular use. These include funds derived from fees or rates that the local agency charges for public services, including municipal utilities such as water, sewer, and garbage collection, airports, marinas, harbors and water ports. Functional revenues also include most state or federal grants as they are usually restricted for particular programs.

Attachment: basics_of_municipal_revenue_2016 (13726 : Budget Process Review, Discussion, and Direction)

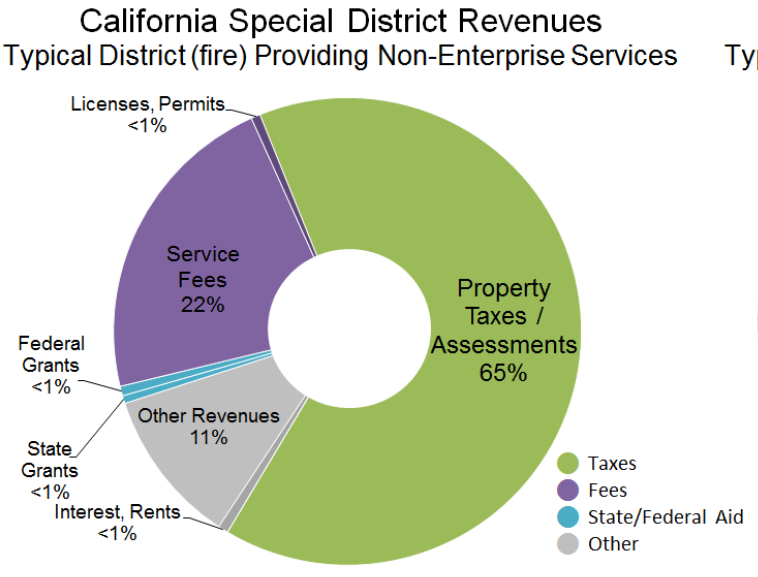
SPECIAL DISTRICT REVENUES IN CALIFORNIA

Most special districts provide one or a few municipal services to a particular geographic area. These include both enterprise and non-enterprise services. Enterprise services are funded primarily through charging a fee for service. For example, water and irrigation districts charge utility rates and fees from consumers of those services. Non-enterprise services generally do not lend themselves to fees and are primarily funded by property taxes, with relatively small amounts of fee and state and federal grant revenue. Library and fire protection services are examples of non-enterprise services.

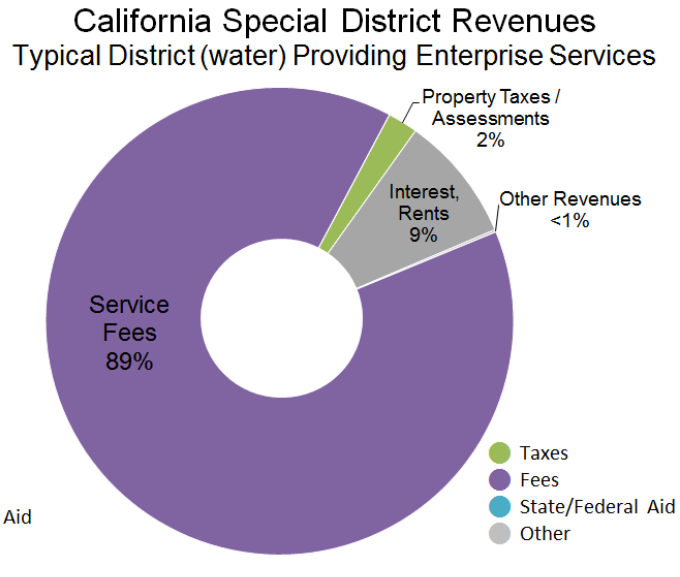
Other districts are multifunction, providing a number of municipal services. Community services districts (CSDs) can provide as many as 32 different types of services, approximating the scope of some cities. Multifunction districts have both enterprise and non-enterprise elements and may, like cities or counties, use an array of different revenue sources.

Types of Special Districts

- Air Quality Management / Air Pollution Districts
- Airport Districts
- Cemetery Districts
- Community Services Districts
- Flood/Drainage Districts
- Fire Districts
- Harbor Districts
- Healthcare Districts
- Irrigation Districts
- Library Districts
- Memorial Districts
- Municipal / Resort Improvement Districts
- Open Space Districts
- Parks and Recreation Districts
- Police Protection / Ambulance Districts
- Public Utility Districts
- Reclamation Districts
- Resource Conservation Districts
- Sanitary Districts
- Waste Management Districts
- Water Districts



Source: Author's computations from data from California State Controller 2014-15.



Source: Author's computations from data from California State Controller 2014-15.

Attachment: basics_of_municipal_revenue_2016 (13726 : Budget Process Review, Discussion, and Direction)

THE STATE LEGISLATURE, LOCAL GOVERNMENTS AND THE VOTERS

The options available to local officials in governing, managing their finances and raising revenues to provide services needed by their communities are limited. Voters have placed restrictions as well as protections in the state constitution. The state's voters and the California Legislature have acted in various ways, to support and provide, and to limit and withdraw financial powers and resources from cities, counties and special districts.

Some of the most significant limitations on the local revenue-raising include:

- Property taxes may not be increased except with a two-thirds vote to fund a general obligation bond.
- The allocation of local property tax among a county, and cities, special districts and school districts within each county is controlled by the Legislature.
- Voter approval is required prior to enacting, increasing or extending any type of local tax.
- Assessments to pay for public facilities that benefit real property require property owner approval.
- Fees for the use of local agency facilities and for services may not exceed the reasonable cost of providing those facilities and services.
- Fees for services such as water, sewer and trash collection are subject to property owner majority protest.

The Legislature has enacted many complicated changes in state and local revenues over the past 30 years. Voters have approved state constitutional protections limiting many of these actions at times followed by even more complicated maneuvers by the Legislature in efforts to solve the financial troubles and interests of the state budget.

Reacting to actions of the Legislature and the deterioration of local control of fiscal matters, local government interests placed on the ballot, and voters approved, Proposition 1A in 2004 and Proposition 22 in 2010. Together, these measures prohibit the state from:

- Enacting most local government mandates without fully funding their costs. The definition of state mandate includes a transfer of responsibility or funding of a program for which the state previously had full or partial responsibility.
- Reducing the local portion of the sales and use tax rate or altering its method of allocation, except to comply with federal law or an interstate compact.
- Reducing the combined share of property tax revenues going to the county as well as cities and special districts in a county.
- Borrowing, delaying or taking motor vehicle fuel tax allocations, gasoline sales tax allocations, or public transportation account funds.

Attachment: basics_of_municipal_revenue_2016 (13726 : Budget Process Review, Discussion, and Direction)

TAXES

According to the California Constitution, every local agency charge is a "tax," unless it falls into a list of specified exceptions:[iii]

- User fees for a specific benefit, privilege, service or product provided to the payor. Items include: fees for parks and recreation classes, some utilities, public records copying fees, DUI emergency response fees, emergency medical and ambulance transport service fees.
- Regulatory fees for reasonable regulatory costs of issuing licenses and permits, and performing inspections and enforcement such as health and safety permits, building permits, police background checks, pet licenses, bicycle licenses and permits for regulated commercial activities.
- Rental fees imposed for entrance to or use of government property. These include: facility room rentals, equipment rentals, park, museum and zoo entrance fees, golf greens fees, on and off-street parking and tolls.
- Fines or penalties such as parking fines, code enforcement fees and penalties, late payment fees, interest charges and other charges for violation of the law.
- A charge imposed as a condition of property development such as building permit fees, construction and grading permits, development impact fees and fees for California Environmental Quality Act requirements.
- Benefit assessments and property related fees imposed in accordance with the provisions of Article XIII D (Proposition 218) such as a lighting and landscape assessment and fees for property related services such as many retail water and sewer fees.[iv]

In contrast to an assessment or a fee, a tax need not be levied in proportion to specific benefit to a person or property. Tax revenues are an important source of funding for both county and city services and for many special districts. In addition to local taxes, counties rely significantly on tax dollars allocated from the state and federal governments.

	TAX- General	TAX- Parcel or Special (earmarked)	G.O. BOND (w/tax)	Fee / fine / rent
City / County	Majority voter approval	Two-thirds voter approval	Two-thirds voter approval	Majority of the governing board*
Special District	n/a	Two-thirds voter approval	Two-thirds voter approval	Majority of the governing board*
K-14 School	n/a	Two-thirds voter approval (parcel tax)	55% voter approval**	Majority of the governing board*
State	For any law that will increase the taxes of any taxpayer, two-thirds of each house of the Legislature - or approval of majority of statewide voters.		Statewide majority voter approval	Majority of each house

* Additional procedures apply for property related fees.
** Per Proposition 39 (2000), maximum tax rate limits and other conditions apply for a 55% threshold school bond or threshold is two-thirds.

Attachment: basics_of_municipal_revenue_2016 (13726 : Budget Process Review, Discussion, and Direction)

Counties and cities may impose a variety of taxes. Taxes fall into one of two categories: general or special.

A general tax is imposed to raise general-purpose revenues. Counties and cities may use revenues from a general tax for any lawful public purpose. A majority of voters must approve the decision to impose, increase or extend a general tax. A general tax may only be submitted for voter approval at an election for city council or board of supervisors unless a unanimous vote of the governing board declares an emergency.

A special tax is a tax imposed for a specific purpose. For example, a city may increase the sales and use tax by adding a special use tax for public safety, the acquisition of open space or transportation projects. All taxes imposed by special districts are considered special taxes. Since the tax is for a specific purpose, the revenues may only be used for that purpose. Two-thirds of voters must agree to enact, increase or extend a special tax.

	General Tax	Special Tax
Use of Revenues	Unrestricted	Specific purpose
Governing Body Approval	• Counties and general law cities: two-thirds • Charter cities: majority • Transactions and use taxes: two-thirds • Special districts may not adopt general taxes.	Majority
Voter Approval	Majority	Two-thirds
Other Rules	A general tax election must be consolidated with a regularly scheduled general election of members of the governing body, unless an emergency is declared by unanimous vote (among those present) of the governing body.	Special tax funds must be deposited in a separate account. The taxing agency must publish an annual report including: 1) the tax rate; 2) the amounts of revenues collected and expended; and 3) the status of any project funded by the special tax.

County Property Tax Administration

County Assessor. The assessor sets values on property and produces an annual property tax assessment roll.

County Auditor-Controller. The auditor-controller receives the assessed values from the assessor and calculates the amount of property tax due.

County Treasurer-Tax Collector. The treasurer-tax collector administers the billing, collection, and reporting of property tax revenues levied annually throughout California for not only the county, but also cities, schools and special districts.

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PROPERTY TAXES

All counties and cities in California receive property tax revenues. Many special districts do too. For all counties and most cities and non-enterprise special districts, property taxes are the largest source of discretionary revenues.

How Property Taxes Are Calculated in California

The property tax is imposed on “real property” (land and permanently attached improvements such as buildings) and tangible personal property (movable property such as boats, aircraft and business equipment).

The maximum tax rate permitted on real property for general purposes is one percent of the property's assessed value plus voter approved rates to fund indebtedness (general obligation bonds, requiring two-thirds voter approval).

The tax rate is applied to the assessed value (AV) of the property. The assessed value of real property is the “full cash value” of the property in 1975-76 or at change of ownership, whichever is more recent, adjusted annually by the change in the Consumer Price Index (CPI), not to exceed an annual increase of two percent. The value of new construction is additional. If a property changes hands, then the assessed value becomes the full cash value upon change in ownership.

If a property’s market value falls below its factored base year value, it may be temporarily reassessed to its lower actual value but in future years may be reassessed at the lesser of its actual value or its factored base year value. This can result in increases of more than two percent as a property’s actual value returns to its earlier value, as when the housing market rebounds from a slump.

Property Tax Revenue Distribution

Counties allocate property taxes to the county as well as cities, special districts and school districts within the county according to state law. Allocations among local agencies vary from place to place due to differences in the service responsibilities among agencies serving different areas and differences in the tax rates enacted by those agencies prior to Proposition 13 in 1978. Full-service cities generally receive higher shares than those that do not provide the complete range of municipal services. For example, in a city where fire services are provided by a special district, the city will get a lower share, with a portion of the property tax revenues going instead to the special district.

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Property tax revenues among local governments are, of course, also dramatically affected by differences in the assessed value of properties among jurisdictions. A ten percent share in a community of average property values will result in less revenue than in a similar size wealthy bedroom community, or a community that also has a sizable business/industrial area.

Property Tax in Lieu of Vehicle License Fee

In addition to their regular apportionment of property taxes, cities and counties receive property tax revenues in lieu of Vehicle License Fees (VLF). In 2004, the Legislature permanently reduced the VLF rate from two percent to 0.65 percent and compensated cities and counties for their revenue loss with a like amount of property taxes, dollar-for-dollar. Each agency's property tax in lieu of VLF allocation increases annually in proportion to the growth in gross assessed valuation in that city or county.

What is "ERAF?"

The property tax revenues received by school districts in each county include amounts from the county "Educational Revenue Augmentation Fund" (ERAF) created by the California Legislature in 1991 as a way to reduce state general fund spending on schools. These funds receive some property tax that was previously allocated to counties, cities and special districts.

Since 2004, California's Constitution has prohibited the Legislature from increasing the amount of property tax shifted from counties, cities and special districts to ERAF or similar schemes. The state Constitution requires a two-thirds vote of the Legislature to change the allocation of property tax among the county, cities and special districts within a county.

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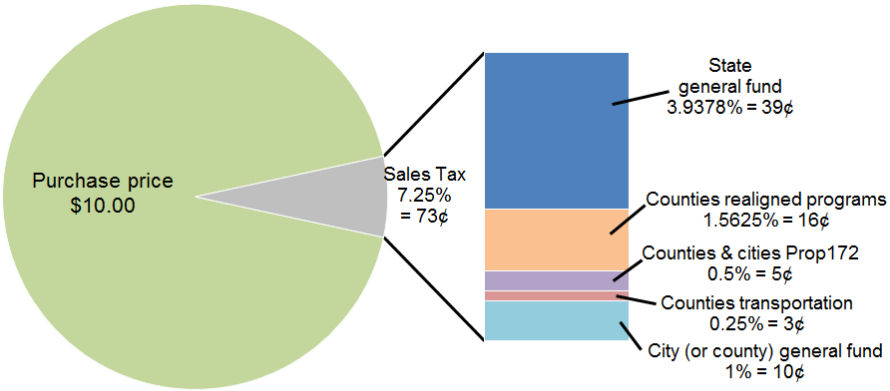
SALES AND USE TAXES

Consumers are familiar with the experience of going to a store, buying something and having an amount added for sales tax. Services are generally exempt from the sales tax as well as certain items, like most groceries and medicine. The sales tax is assessed as a percentage of the amount purchased.

The "base" statewide sales tax rate of 7.25 percent includes amounts to:

- The state general fund (3.9375 percent),[v]
- County realignment programs (state health/ welfare and corrections / law enforcement programs shifted from the state, 1.5625 percent),
- Supplemental local law enforcement grants (0.50 percent),[vi]
- Transportation programs in the county where the transaction occurs (0.25 percent), and
- The city where the transaction occurs (1.00 percent).[vii] If the transaction occurs in an unincorporated area, the 1.00 percent amount goes to the county.



Rates effective January 1, 2017 after the expiration of the 0.25% Proposition 30 temporary rate.

In addition to the base, statewide rate of 7.25 percent, local voters may authorize additional "transactions and use tax" rates. These additional rates raise the total effective rate to as much as 9.75% in some locations.

Cities, counties and countywide transportation agencies may impose sales tax rates to be added on to the "base" statewide sales and use tax rate. The add-on rates are actually "transactions and use taxes" and are allocated to the jurisdiction where the taxed product is received or registered (as in the case of a motor vehicle purchase). Over 120 cities have enacted transaction and use taxes of up to one percent, most commonly with majority voter approval for general purposes. Many counties and county transportation agencies have enacted rates, most commonly with two-thirds vote for specific purposes. Under current state law, the maximum combination of transactions and use tax rates in any location may not exceed two percent.[viii]

State Sales and Use Tax Administration

The State Board of Equalization collects local sales and use tax revenues from the retailer and sends revenue from local rates and allocations back to cities and counties. In addition to administering the sales and use tax system, the State Board of Equalization collects and allocates other state taxes including fuel, tobacco and alcohol taxes.

The "Use Tax" Part of the Sales and Use Tax

California's sales tax has a relative called the "use tax." While the sales tax is imposed on the seller, the use tax is imposed on the purchaser and at the same rate as the sales tax. The most common example of use tax is for the purchase of goods from an out-of-state retailer for use in California.

Out-of-state retailers doing business in California are required to report to the State Board of Equalization the jurisdiction to which sold items are delivered. If the retailer has a physical presence (nexus) in California, they must collect use tax when goods are delivered to purchasers in this state. If the seller does not collect and remit the use tax, the purchaser is legally obligated to report and pay.

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Business License Tax (BLT)

Most cities and a few counties have enacted business license taxes. Business license tax rates are set individually by each city and county most commonly based on gross receipts (overall business revenue) or levied at a flat rate, but may be based on the quantity of goods produced, number of employees, number of vehicles, square footage of the business or some combination of factors.

If a business operates in more than one city, a city may only tax that portion of the business's activities conducted within the city. In most cases, business license taxes are not imposed for regulatory purposes (as the term "license" might imply) but to raise revenues for general municipal purposes (i.e. a tax). If imposed as a fee to pay for the cost of regulating the business, the fee may not exceed the reasonable cost of regulating the business. (See "regulatory fees.")

Transient Occupancy Tax (TOT) or Hotel Bed Tax

Most cities and some counties impose a transient occupancy tax or hotel bed tax on persons staying thirty days or less in hotels, motels and similar lodgings, including mobile homes. A county may impose a transient occupancy taxes only in the county area outside city limits. Typically, the lodging provider collects the tax from guests and turns the funds over to the county or city.

Transient occupancy taxes are imposed by most cities and counties and range from three and a half percent to 15 percent. For cities with a transient occupancy tax, it provides seven percent of general revenues on average, and as much as 17 percent in some cities. Any increase or extension of a local tax requires voter approval.

Utility User Tax (UUT)

Many cities impose utility user taxes on the consumption of utility services, including (but not limited to) electricity, gas, water, sewer, telephone (including mobile phone and long distance), sanitation and cable television. Counties may levy utility user taxes in county area outside city limits. Any increase or extension of a local tax requires voter approval.

Utility companies usually collect utility user's taxes from their customers as part of their regular billing procedures and remit the funds collected to the city or county which imposed the tax.

Over 150 cities and a few counties levy utility user rates varying from one to 11 percent. For those jurisdictions with utility user taxes, it provides an average of 15 percent of general revenue and often as much as 22 percent.

Parcel Tax

A parcel tax is a special tax on a parcel – or unit – of real property. Unlike the property tax, a parcel tax may not be based on the value of property. Instead, parcel taxes are generally based on a flat per-parcel rate.

A parcel tax may be enacted, increased or extended by a city, county, special district or school district only with two-thirds voter approval, even for general purposes.

Documentary Transfer Taxes and Property Transfer Taxes

A documentary transfer tax is a tax imposed on the transfer of interests in real estate. Counties tax at a rate of 55 cents per $500 of the property's value. Cities may impose the tax at up to one half of that amount, which is credited to the payment of the county tax. The Constitution allows charter cities[ix] to

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enact a property transfer tax, with voter approval, on the value of real estate that is sold. In these cases, the entire county documentary transfer tax rate goes to the county. All cities and counties in California have documentary transfer taxes or property transfer taxes.

Other Taxes

A city or county may impose other types of taxes within the limitations of and if not prohibited by state law. These include: admissions taxes, parking taxes, construction/development taxes, local vehicle registration taxes.

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SERVICE CHARGES, ASSESSMENTS AND FEES

Utility Rates

Utility rates are fees for utility services charged to users who pay for special district, county or city provided water, sewer, electric or other utility services. Utility rates cover some or all of the cost of providing the service, which may include operations, maintenance, overhead, capital improvements and debt service.

Utility rates for water, sewer services and certain other utilities belong to a special category of fees called a “property-related fees.” A local government must follow certain specific procedures to impose, extend or increase a property-related fee.

To impose a property-related fee, the agency must first hold a public hearing. At the hearing, a majority of affected property owners can prevent the fee’s adoption by filing written protests. If a majority of affected property owners do not protest the fee and the fees pays for sewer, water or refuse collection, then an election is not required and the governing body may approve the fee. Other property-related fees require approval, either of two-thirds of the electorate residing in the affected area or of a majority of the owners of the property who would pay the fee.

Benefit Assessments

Assessments are charges by cities, counties or special districts on real property to pay for public facilities or services within an area which benefit either real property or businesses. A common type of assessment is one used to pay for landscaping and lighting in a neighborhood. The amount of the assessment must reflect the special benefit to the property that results from the improvements. Assessments on property are typically collected through the owner’s annual property tax bill.

A local government must follow certain specific procedures to impose benefit assessments. When a local agency considers an assessment, a majority of property owners may defeat the assessment in a public hearing procedure. If the proposed assessment is not defeated in a public hearing procedure, then a majority of the property owners subject to the charge must approve the assessment by a mailed ballot. The property owners’ votes are weighted according to how much their property will be charged.

User Fees

A city, county or special district may impose fees, charges and rates for services and facilities it provides. Examples include fees for checking plans for new construction or for recreation classes. The amount of a fee may not exceed the cost of providing the service or granting a benefit or privilege. This cost may include overhead, capital improvements and debt service.

Regulatory Fees

Regulatory fees pay for the cost of issuing licenses and permits, performing investigations, inspections and audits and the administrative enforcement of these activities. Examples include a fee to pay for the cost of processing pesticide license applications or a fee to inspect restaurants for health and safety compliance.

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Development Impact Fees

Development impact fees are imposed on new construction (like new houses, apartments, shopping centers or industrial plants). They pay for improvements and facilities required to serve new development and to reduce the impacts of new development on a community.

Development impact fees (also known as "AB 1600 fees" after legislation adopted that governs such fees) pay for community amenities such as streets, sewers, parks and schools. They may not be used for day-to-day operating expenses.

The ordinance or resolution establishing the fee must explain the connection between the development project and fee. For example, a library impact fee must be connected to the demand for library services created by the construction of the development project.

The amount of the fee must not exceed the cost of providing the service or improvement that the fee pays for.

Local Debt Financing Tools

Local governments borrow money to pay for land, facilities and equipment that may require more funding than current revenues provide. Not a revenue source, but a way to leverage the timing of revenues, debt financing methods are important tools in government finance. Local governments may issue bonds and other debt instruments to finance improvements and services. These loans are paid off through taxes, assessments or fees. A variety of debt financing tools are available:

- **General Obligation Bonds.** General obligation bonds are essentially IOUs issued by public entities to finance large projects. General obligation bonds are backed by property tax revenue, which is used to repay the bond over a twenty- to thirty-year period. Increasing the property tax to repay the debt requires two-thirds voter approval and may only be done to acquire or improve real property.
- **Lease-Purchase Agreements.** In a lease-purchase agreement, sometimes called "certificates of participation," the agency leases an asset for a period of years with the option to purchase the land or improvement at the end of the lease. The amount of the lease is equivalent to the principal and interest that would be paid if the transaction were financed as a loan.
- **Benefit Assessment and Special Tax Financing.** Benefit assessment financing is supported by benefit assessments on the property to fund acquisition of property and improvement of infrastructure and additional facilities of benefit to the property that is charged. Similarly special taxes, such as Mello-Roos taxes, may be financed with bonds to provide public improvements.
- **Revenue Bonds.** Revenue bonds are issued to acquire, construct or expand public projects for which fees, charges or admissions are charged. Because the debt service is paid from income generated by the facility or related service, such debt is considered self-liquidating and generally does not constitute debt of the issuer, subject to constitutional debt limitations.
- **Tax Allocation (Tax Increment).** Tax allocation bonds (sometimes referred to as tax-increment financing) are issued by Enhanced Infrastructure Financing Districts or Community Revitalization and Investment Authorities and repaid from the growth in property tax revenue (i.e., tax increment) and other designated revenues over a certain period, largely as a result of the funded projects in the area.

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REVENUES FROM OTHER GOVERNMENT AGENCIES

Counties, cities and many special districts also receive revenues from the state and federal government. For example, over half of county revenues statewide come from state and federal sources. This reflects the role of counties in implementing state policy and programs for health and human services.

Gas Tax or Highway Users Tax

The state imposes per gallon tax on gasoline of 27.8 cents as of July 1, 2016. These funds are apportioned to cities and counties, primarily on the basis of their populations. Local gas tax revenues must be spent on research, planning, construction, improvement and maintenance of public streets, highways and mass transit. The federal government's 18.4 cents per gallon rate pays primarily for federal highways with some local grants.

Motor Vehicle License Fee (VLF)

The Motor Vehicle License Fee is a state imposed and collected tax on ownership of a registered vehicle. Counties receive vehicle license fee revenues to fund certain health, social service and public safety programs that were realigned to counties in 1991 and 2011.

State Public Safety Sales Tax

Proposition 172, a ballot measure approved in 1993, imposed a one-half percent state sales tax to be used for local public safety activities. The state distributes Proposition 172 revenues to each county based on its proportionate share of statewide taxable sales. Many cities receive a share of those funds based on losses to the state's ERAF property tax diversions.

State Mandate Reimbursement

The state constitution requires the Legislature to reimburse local governments for their costs to implement a state-mandated new program or higher level of service in an existing program. The Constitution requires the Legislature to suspend most state mandates in any year in which full funding is not provided for that mandate. The Commission on State Mandates determines the level of reimbursement in response to a claim for reimbursement filed by a local agency. The process typically takes several years during which time, local governments must spend money to comply with the mandate.

Federal and State Grants and Aid

The federal and state governments provide a wide variety of funds to counties, and a more limited set to cities and special districts. Federal and state grants comprise a large proportion of county revenues because of the many programs and responsibilities counties carry out on behalf of the federal and state governments. These funds are almost entirely restricted to specified uses. Examples include certain health, mental health, social and child welfare services.

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Categorical grants support a defined program area. Categorical grants typically go to local agencies that either meet predetermined funding criteria or compete for project funding through an application process.

Block grants provide funding to a broad functional area. For example, federal Community Development Block Grant (CDBG) funds support local housing and economic development activities.

RENT FOR USE OF PUBLIC PROPERTY

Rents, Royalties and Concessions

Another way cities and counties and some special districts pay for public services is to charge rent for use of the public's property. An example is royalties from natural resources taken from land the public owns. Others include selling advertisements in publications or on buses, as well as, receiving a percentage of net profits from concessionaires operating on public property.

Franchise Fees

Franchise fees are a form of rent for use of public streets and roadways. Examples of businesses that pay franchise fees include trash collectors, cable television companies, electric utilities and oil and natural gas pipeline companies. Federal and state law limits the amount of some franchise fees (for example, video and cable television franchise fees). Franchise fees for provision of video services (like television programming) are limited and administered by the state.

FINES, FORFEITURES AND PENALTIES

Violations of the law often result in a fine of some kind. Fines, forfeitures and penalties may be imposed for many reasons. Typical examples include traffic violations, court fines, penalties and interest on late or unpaid taxes.

- State law determines the distribution of fines and bail forfeitures imposed by the state.
- State law apportions revenues for parking violations and surcharges between issuing agencies and the counties.
- A city or county may impose fines, forfeitures and penalties for civil violation of local ordinances.
- Bail for local code violations charged criminally is established by the local courts with input from the city or county.

Maintenance of Effort Requirements (MOE)

When cities and counties receive funding for programs from the state or federal government, such funding may come with strings attached. A common condition is that the city or county commit to a certain level of funding. This commitment is called "maintenance of effort."

Local agencies also receive reimbursement for revenue lost as a result of some tax exemptions and reductions. An example includes the homeowners' property tax exemption, which eliminates the property tax on a small portion of the assessed valuation of owner- occupied residential property.

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OTHER REVENUES

There are other local government revenues, comparatively minor in amounts. These include interest earned on investments, sales of surplus property and gifts.

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ACKNOWLEDGEMENTS

Special thanks to Michael Coleman whose expertise contributed to the 2016 update of this publication. Michael Coleman is a leading expert on California local government revenues, spending and financing. He is the creator of CaliforniaCityFinance.com, the California Local Government Finance Almanac, an online resource of data, analyses and articles on California municipal finance and budgeting.

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ENDNOTES

[i] California Department of Finance, Demographic Research Unit www.dof.ca.gov/Forecasting/Demographics/Estimates/
[ii] Cal. Const. art. XI, § 1(a). *See also* Cal. Gov't Code § 23002 ("The several existing counties of the State and such other counties as are hereafter organized are legal subdivisions of the State."). *People ex rel. Younger v. County of El Dorado*, 5 Cal. 3d 480, 491, 96 Cal. Rptr. 557 (1971)
[iii] Cal. Const. art XIIIC, section 1(e)
[iv] A complete discussion of this list of seven exceptions can be found in the *Proposition 26 Implementation Guide* published by the League of California Cities.
[v] Proposition 30 imposed an additional state general fund sales tax of 0.25 percent from 2013 through 2016, for a total base rate of 7.5% during that time.
[vi] See "State Public Safety Sales Tax" under "Revenues From Other Government Agencies."
[vii] In some cities, by historic agreement, the city collects less than 1.00 percent, with the difference allocated to the county. For example, in San Mateo county each city receives 0.95% of transaction within its jurisdiction and 0.05% goes to the county general fund. For a full list of local sales tax rates see Table 23A of the California State Board of Equalization Annual Report. http://www.boe.ca.gov/annual/table23a.htm
[viii] Except in the counties of Los Angeles, Alameda and Contra Costa where the maximum is 2.5 percent. Revenue and Tax Code §7251 et seq.
[ix] For more information on Charter Cities see www.cacities.org/chartercities

Resources for Further Information

Coleman, Michael. *California Municipal Revenue Sources Handbook*, League of California Cities 2014.

Multari, Michael, Michael Coleman, Kenneth Hampian, Bill Statler. *Guide to Local Government Finance in California*, Solano Press Books, 2012.

California Legislative Analyst's Office. www.lao.ca.gov

"California Local Government Finance Almanac: Data, Statistics, Analyses on California City, County and Special District Finance." www.californiacityfinance.com

"Financial Management for Elected Officials." Institute for Local Government. www.ca-ilg.org/post/financialmanagement

"Learn About Cities." League of California Cities. www.cacities.org/Resources/Learn-About-Cities

"What Do Counties Do?" California State Association of Counties. www.csac.counties.org/californias-counties

"What are Special Districts and What Do They do?" California Special Districts Association. www.csda.net/special-districts/

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The Institute for Local Government (ILG) is the nonprofit 501(c)(3) research and education affiliate of the League of California Cities, the California State Association of Counties and the California Special Districts Association. Its mission is to promote good government at the local level with practical, impartial and easy-to-use resources for California communities.

For more information and to access the Institute's resources,
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Budget Policy & Practice

MARIPOSA COUNTY BOARD OF SUPERVISORS
FEBRUARY 7, 2023

Budget Policies

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Policy Foundations

- California State Code
- Generally Accepted Accounting Principles (GAAP)
- Government Accounting Standards Board (GASB)
- Government Finance Officers Association (GFOA) Best Practices
- Examples of excellence (Yolo, San Luis Obispo)
- Local experience and practice

Financial Policies

- Institutionalize good management practices
- Clarify strategic intent
- Promote long-term thinking
- Manage risks
- Set decision-making boundaries
- Authorize staff to act

What the Policies Do

- Establish budget requirements, responsibilities and timeline
- Identify budgeting principles
- Outline a budget development process
- Provide guidance for special items
- Mandate minimum contingency and reserve
- Encourage financial and capital planning
- Establish budget controls and accountability

Budget Requirements and Timeline

BUDGETS MUST BE BALANCED

BUDGETS WILL PRESENT APPROPRIATE DATA

BUDGETS INCLUDE EMPLOYEE ALLOCATIONS AND SALARY SCHEDULES

BUDGETS WILL BE COMPLETED ACCORDING TO STATE TIMELINES

Attachment: Budget Policies and Practice (13726 : Budget Process Review, Discussion, and Direction)

Budget Responsibilities

Type of budget amendment	O• cial/s authorized to approve
Transfers within an object	Department Head
Transfers between objects or categories within the same budget	County Administrative Officer with concurrence of the Auditor
Transfers between budget units	Board of Supervisors by four-fifths vote
Increase of sta• ng levels	Board of Supervisors
Use of contingencies	Board of Supervisors by four-fifths vote
Use of reserves	Board of Supervisors by four-fifths vote
Allocating additional revenue	Board of Supervisors by four-fifths vote
Administrative corrections and revisions (<$1,000)	Auditor
All other adjustments	Board of Supervisors by four-fifths vote

Attachment: Budget Policies and Practice (13726 : Budget Process Review, Discussion, and Direction)

Fund Types

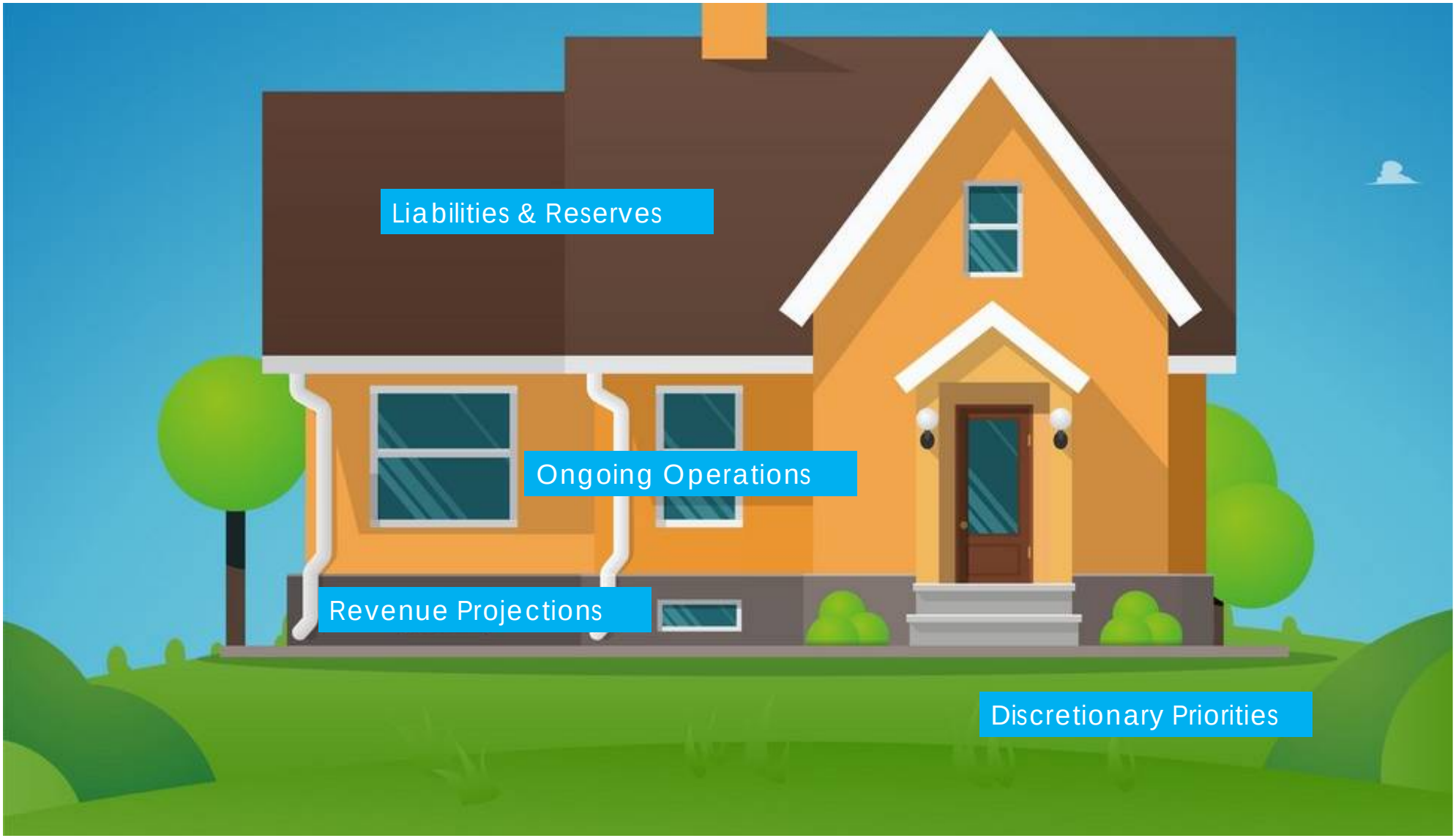
- General Fund – operations
- Special Revenue Fund – limited for specific uses
- Capital Funds – construction and assets
- Proprietary Funds – business-like activities (landfill, building, airport, etc.)
  - AKA internal service funds / enterprise funds
- Debt Service Funds – repayment of debt

Budget Principles

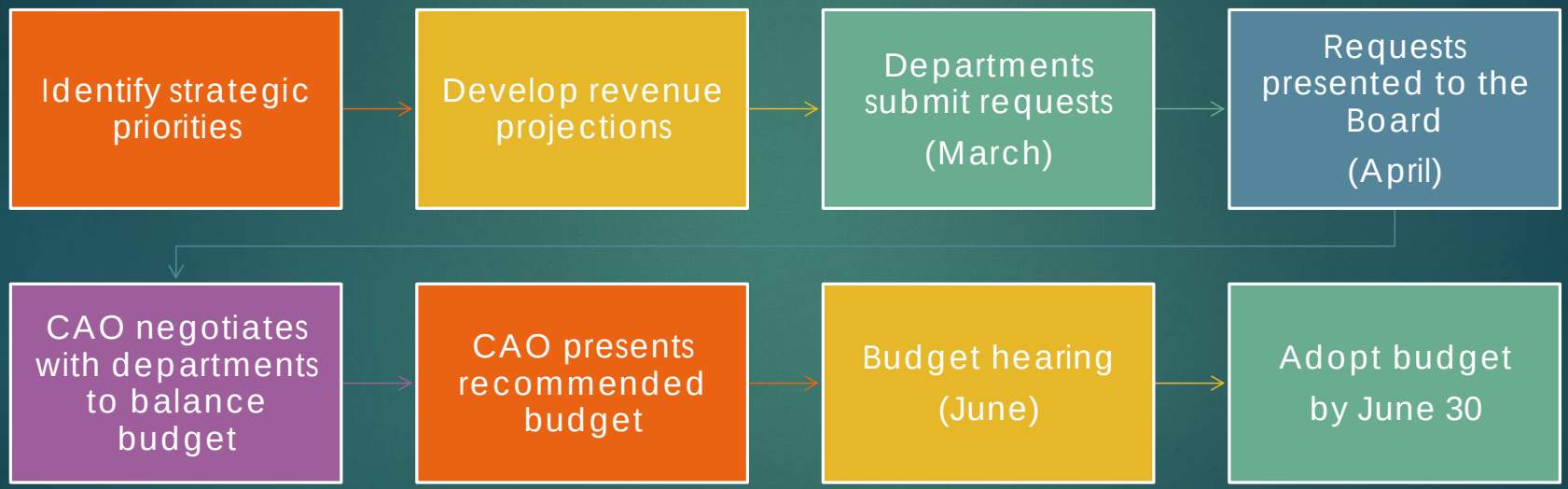
- Link budgets to long-range plans
- Regularly examine past spending
- Prioritize community services
- Assign costs specifically to service users
- Ongoing revenues for ongoing expense
- Fund at least current portion of liabilities
- Resolve structural deficits
- Evaluate new priorities with net cost, strategic priority, measurable results, and fund source
- Fees for service cannot exceed cost to provide

Budget Principles

- Develop performance measures for all programs including community impact (effectiveness, efficiency, equity) and customer service (quality)
- New positions considered only after evaluating technology, shared support options and contracting for service
- Fund reserves consistent with Reserve Policy a minimum of 1% in contingency funds
- General revenue can be used for any legitimate public purpose; functional revenue (grants, fees for utilities, airport, landfill, etc.) are restricted by law to a particular use


Liabilities & Reserves
Ongoing Operations
Revenue Projections
Discretionary Priorities

Budget Development Process



Prioritization of Budget Balancing Strategies

- Eliminate services with low contribution to long-term goals
- Reduce expenditures by improving productivity
- Eliminate proposed initiatives with high net county cost
- Seek grant funding and postpone expenditures until grant funding is obtained
- Postpone reserve contributions for asset maintenance and replacement costs, etc.
- Employee furlough or salary reductions
- Employee layoffs (part-time first, then full-time)
- Emergency inter-fund loans
- Use of General Fund Reserve

Attachment: Budget Policies and Practice (13726 : Budget Process Review, Discussion, and Direction)

A Few More Things

- Most operating funds belong in General Fund
- All funds are under the discretion of the Board
- Proprietary Funds should be self-supporting
- Fund balance for one-time capital or to boost liability reserves
- Internal controls and quarterly updates to the Board
- Still need long-term financial plan, capital improvement plan, and performance metrics

Attachment: Budget Policies and Practice (13726 : Budget Process Review, Discussion, and Direction)

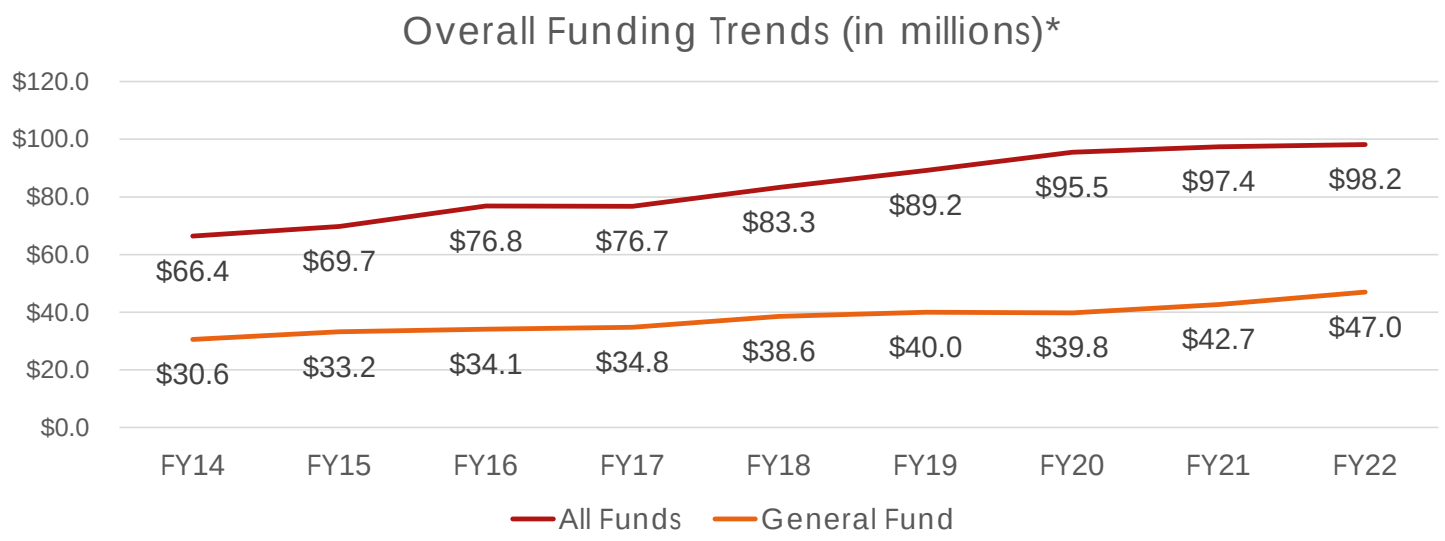
General Fund Reserve Policy

- Recommends reserve levels at 22.7% - 31% of General Fund
  - 2-3 months of operating expenses
  - Accounts for frequent disasters and unstable revenue sources
- Used for emergencies and temporary revenue loss
- Allows for up to 30% to be held in a trust fund
- Recommends replenishment in five years and requires replenishment in no less than ten

Attachment: Budget Policies and Practice (13726 : Budget Process Review, Discussion, and Direction)

Budget Practice

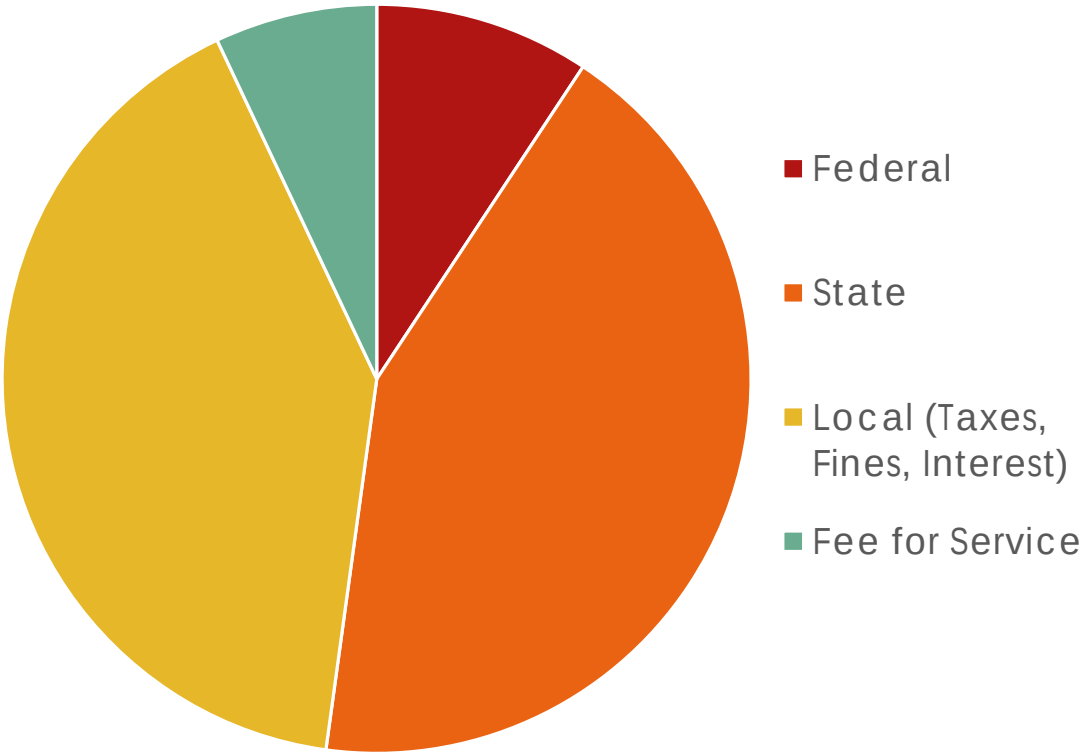
Overview



*Does not include transfers between funds

Attachment: Budget Policies and Practice (13726 : Budget Process Review, Discussion, and Direction)

A9



Revenue Sources

Slide 18

A9 Need to update

Author, 2/1/2023

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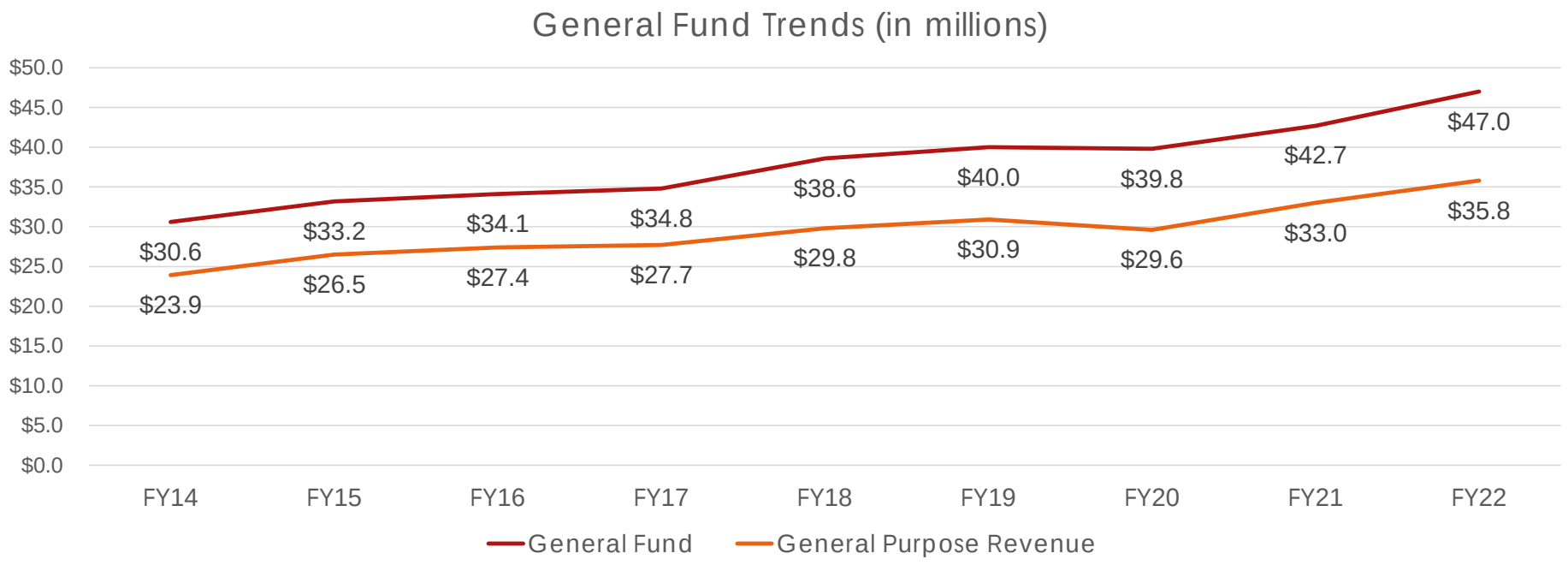
General Fund



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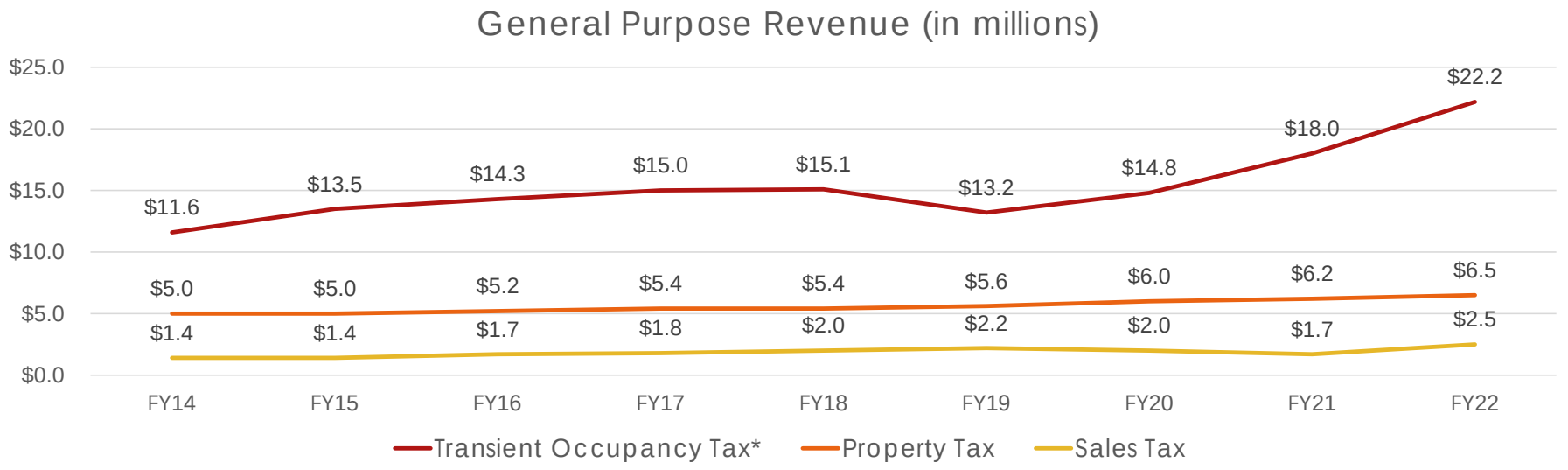
General Purpose Revenue



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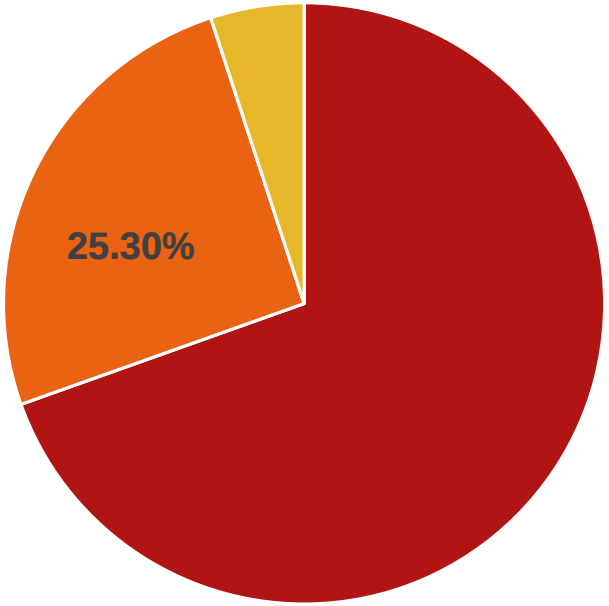
Property Tax



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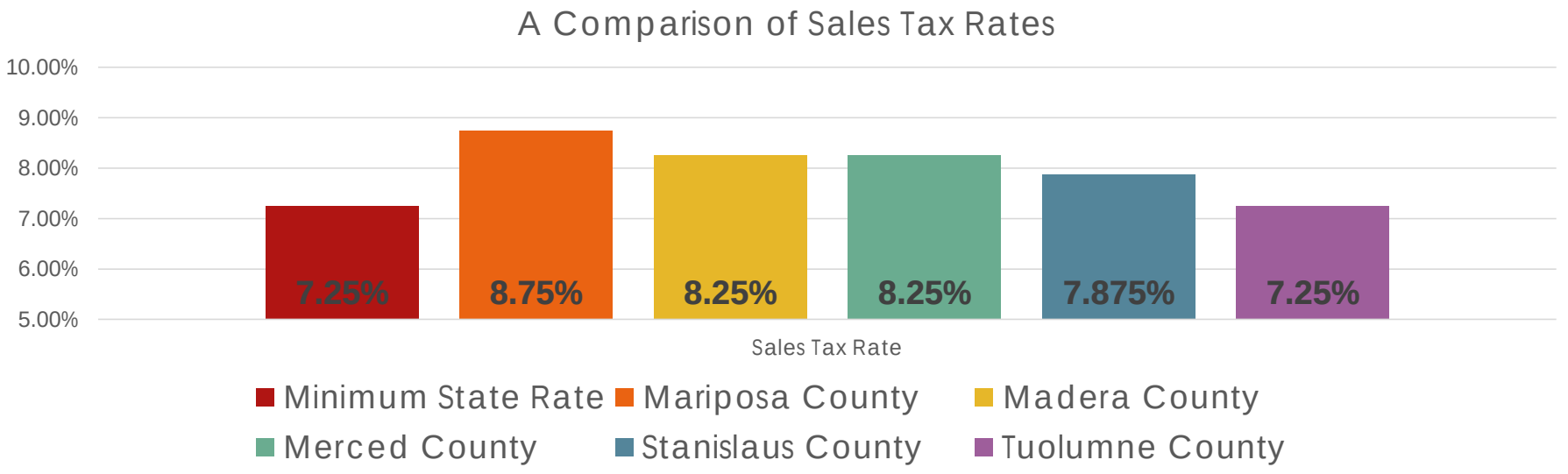
Sales Tax



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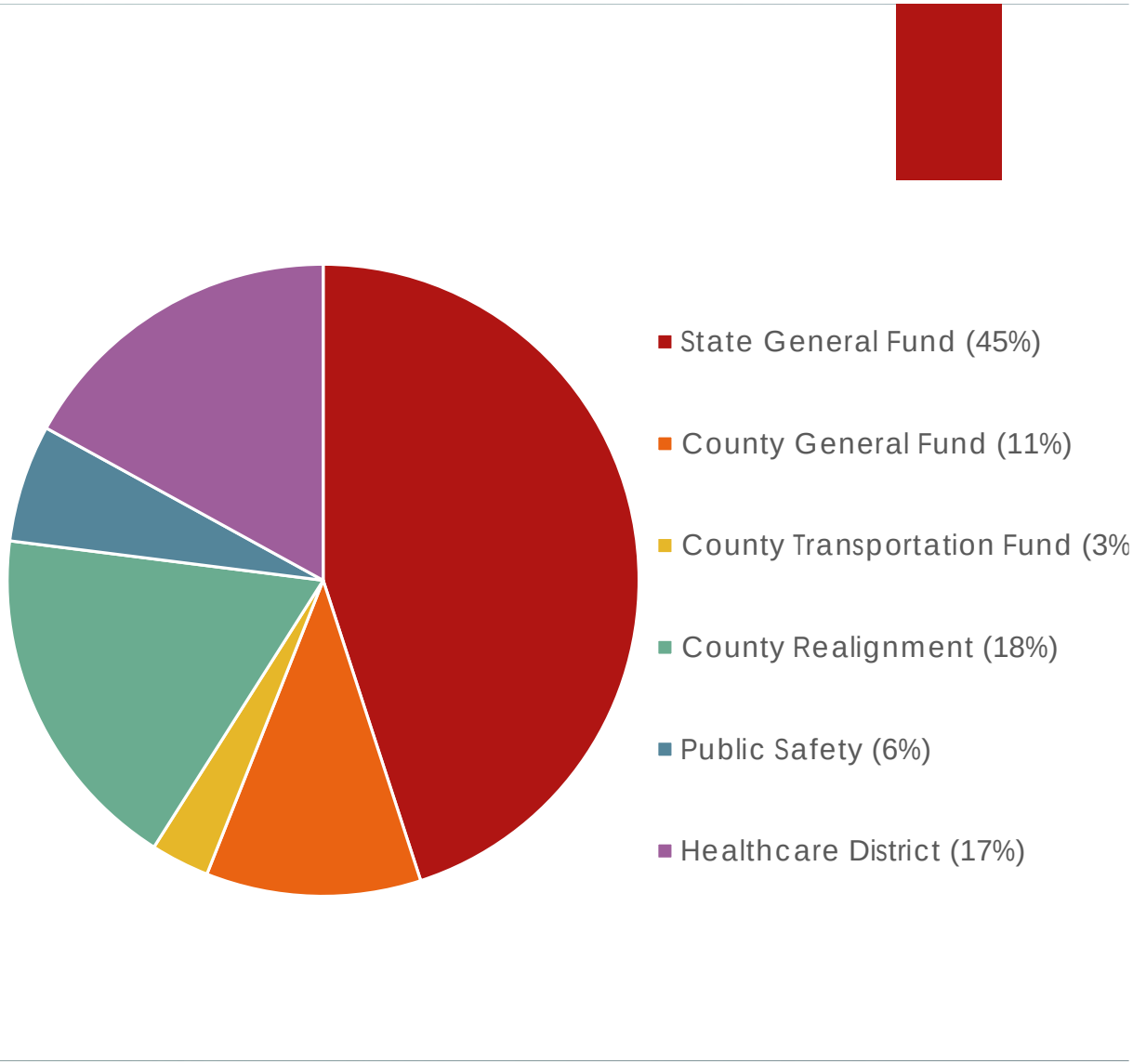
Sales Tax



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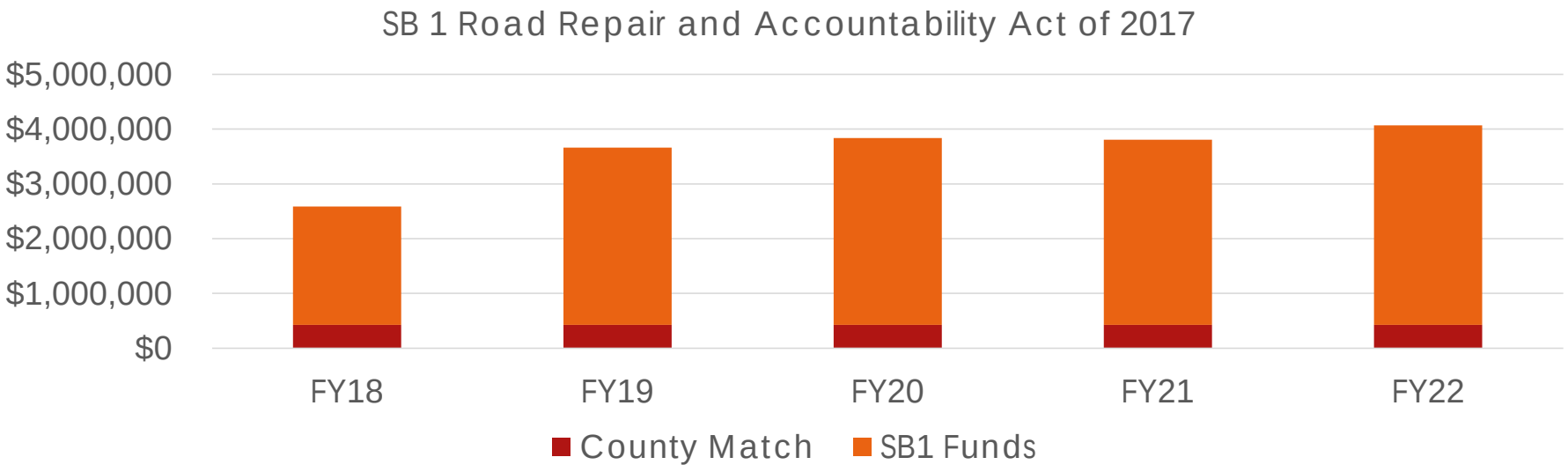
Roads & Senate Bill 1



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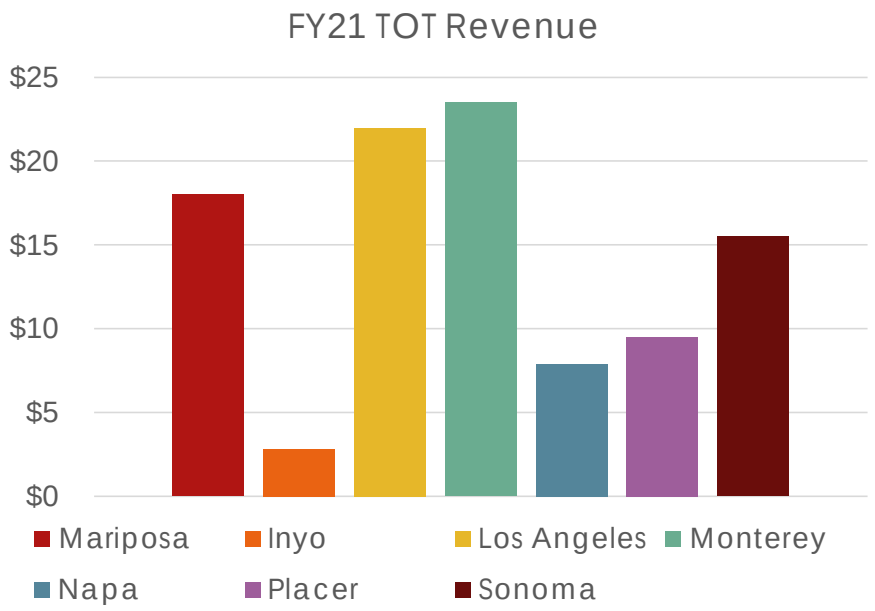
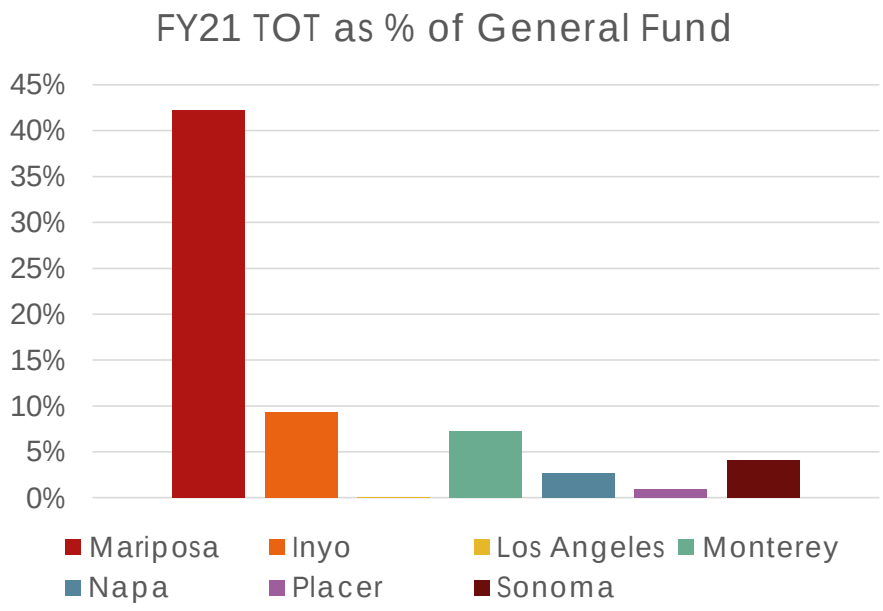
Transient Occupancy Tax





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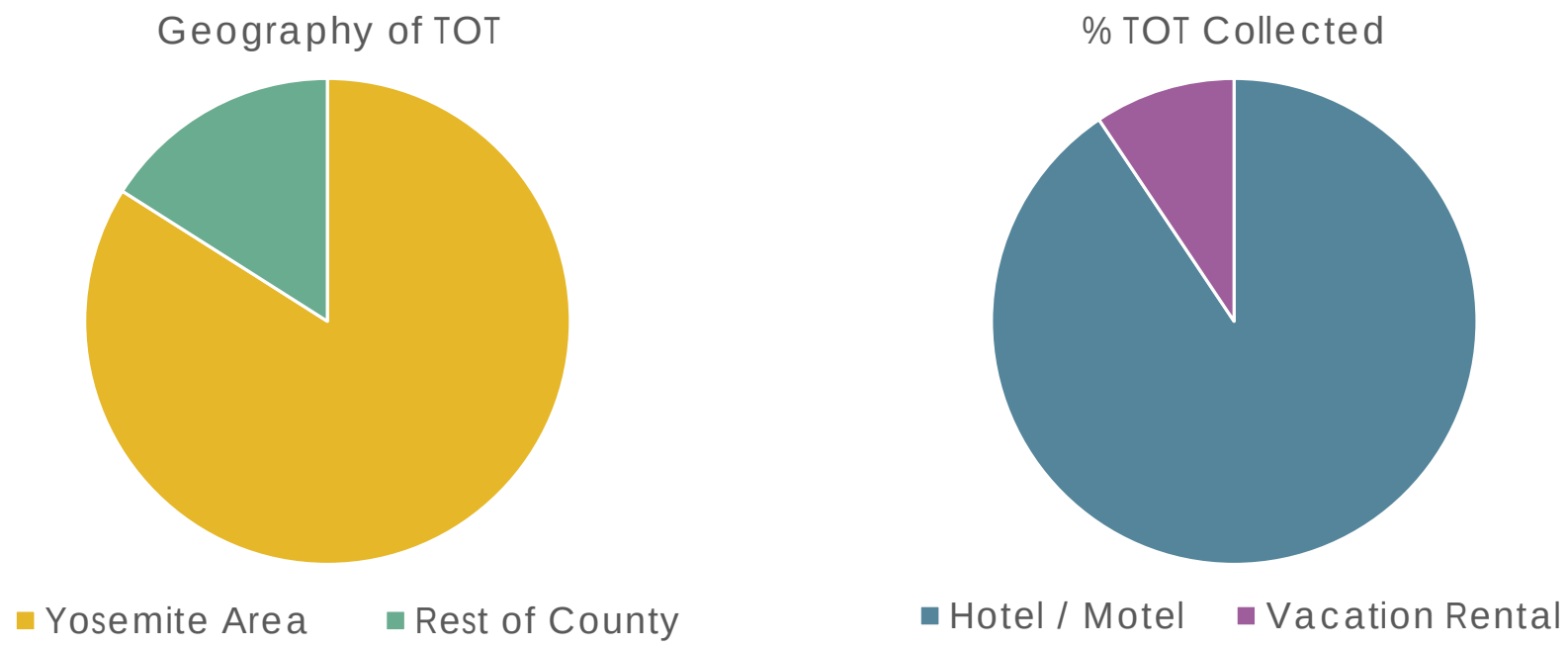
Transient Occupancy Tax



Measure M

- Passed in November 2018
- Raised TOT rate from 10% to 12%
- Added ~$3M in revenue

MEASURE "M"

Mariposa County Disaster Response, Public Safety and Vital Services Measure

To reduce the threat of wildfires; enhance fire protection and 911 emergency response; maintain law enforcement; repair damaged roads; protect water quality, open space; retain and attract jobs and businesses; and other general services, shall Mariposa County's existing transient occupancy tax paid only by hotel/short-term rental guests be increased by 2%, providing $3,000,000 annually until ended by voters, requiring independent audits, all funds used locally?"

Yes ☐ No ☐

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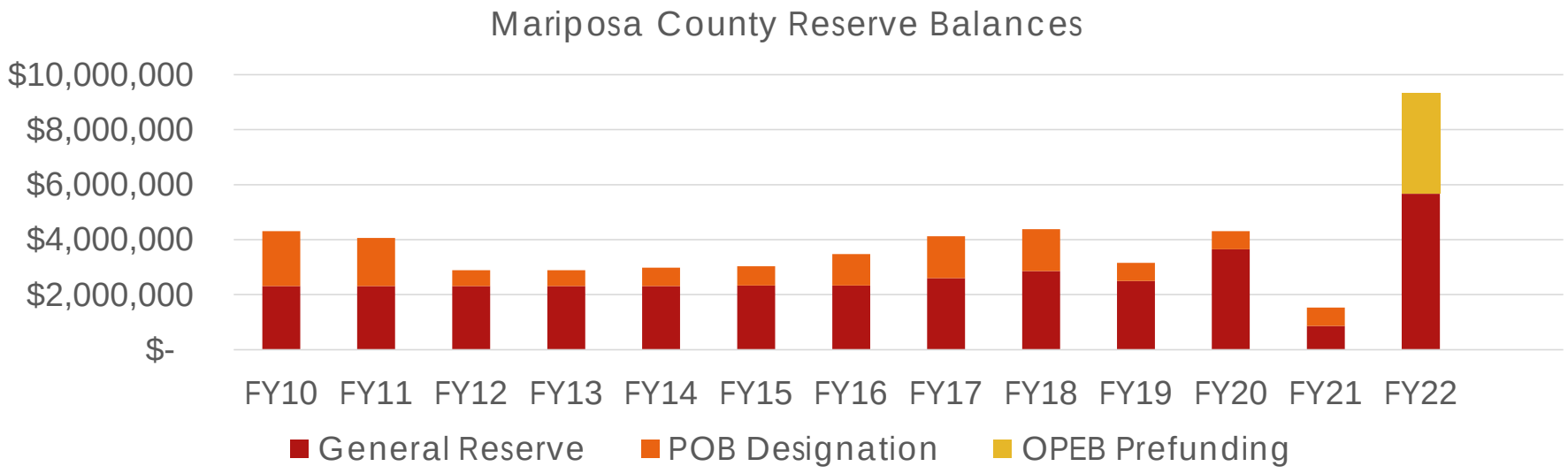
County Reserves



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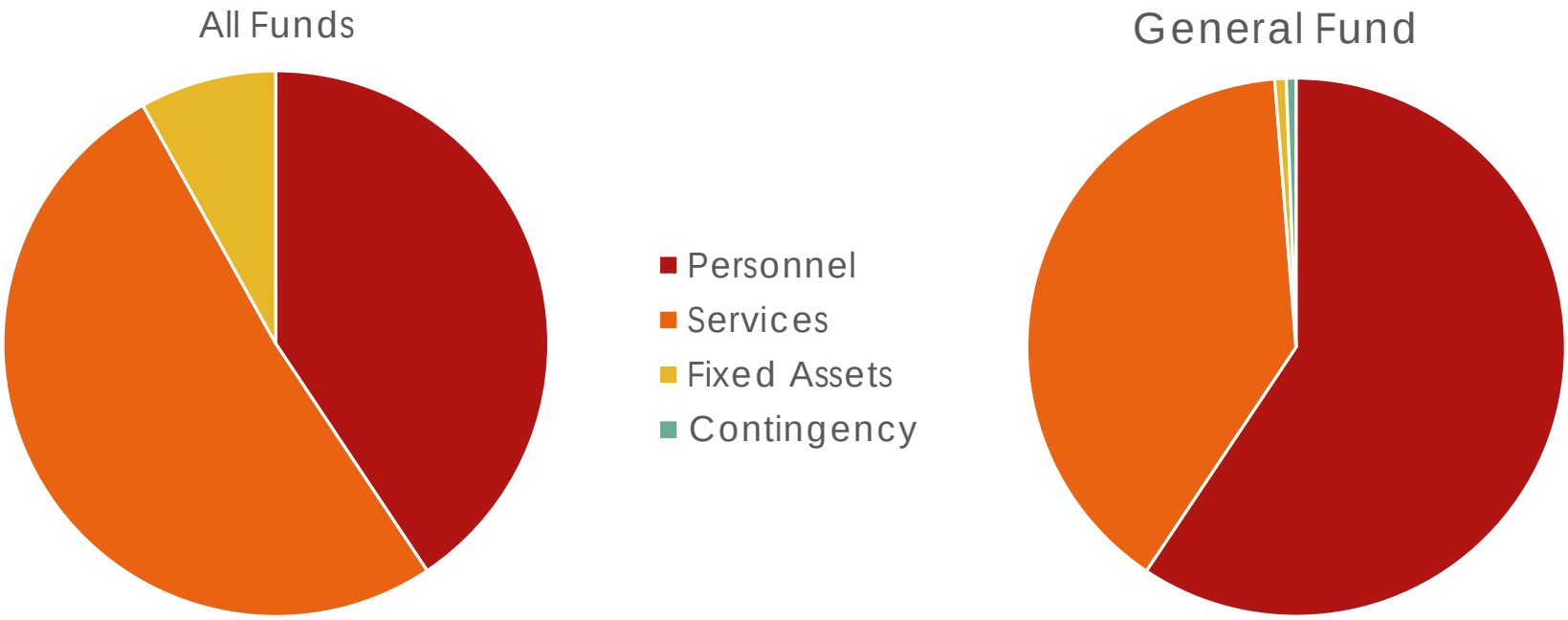
General Expense Catagories



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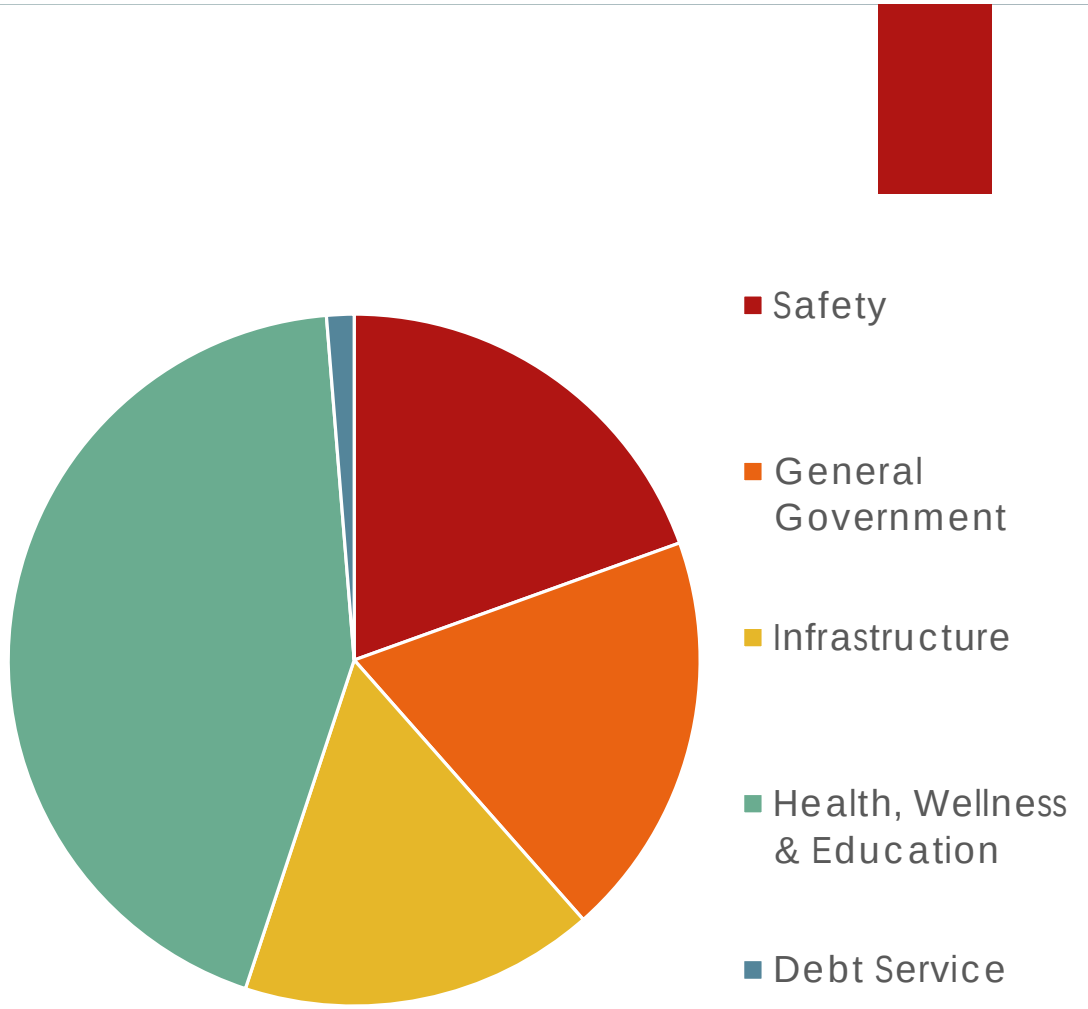
General Expense Categories

All Funds



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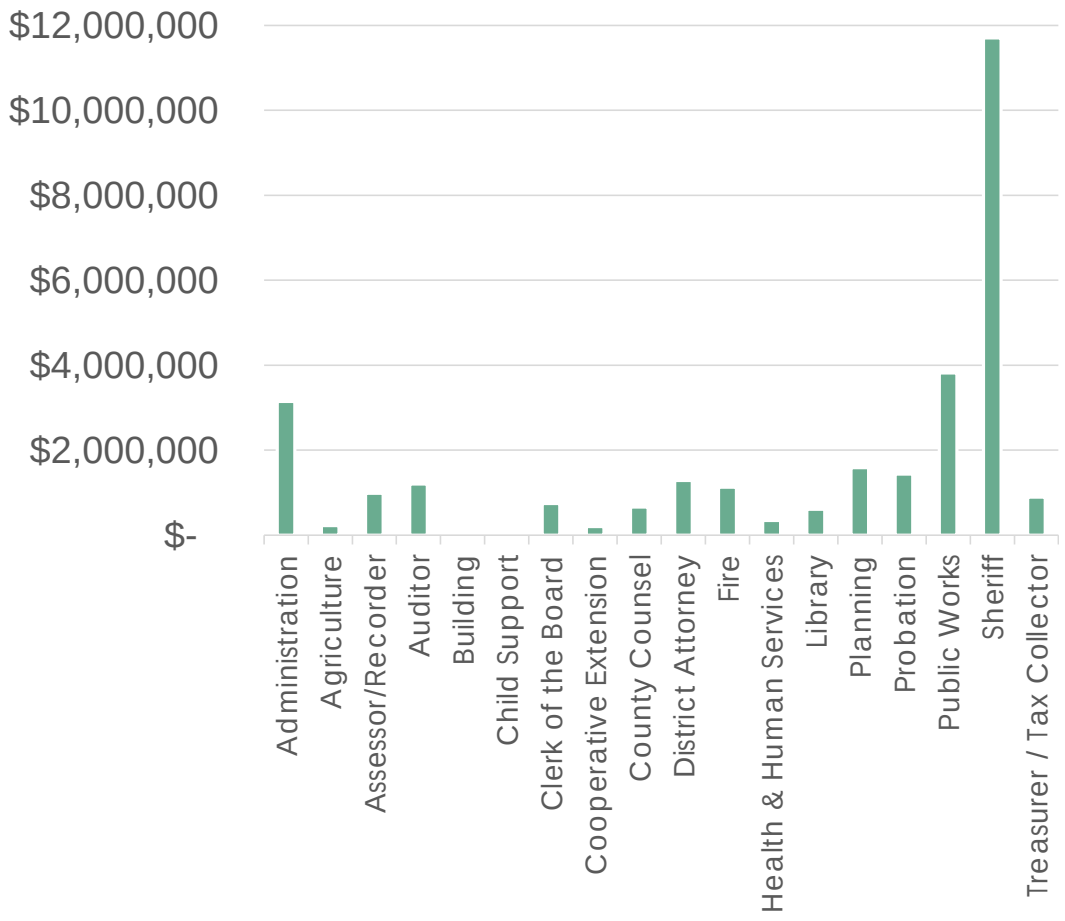

Net General Fund Cost by Department

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Budget Process in Mariposa

February	Departments begin submitting requests for new budget year
March 27	Department budget requests due to Administration
April	Budget study sessions to present requests to the Board
May	CAO negotiates with departments to balance the budget
June	CAO presents recommended budget Board discusses and adopts a final budget by June 30
September	Adjustments are made based on actual fund balances from previous year
February	Adjustments are made based on mid-year status

Future Considerations

Process Drives Outcomes

- Incremental (current) – faster process, lower costs to prepare, assumes past expenses remain necessary, tend to spend all available revenue, focus on inputs at line level
- Zero-Based – adds accountability, requires extensive annual prioritizing, tends to be political, focus on costs (not necessarily value)
- Performance - effectively contracting departments, connects costs to service levels, complex & time consuming, focus on output
- Priority-Based – goal-oriented with lots of public input, resources go to priorities, requires public participation, focus on outcomes

Final Notes

- First Capital Improvement Plan (CIP) in development for this year
- Budget also includes approval of position allocations and vehicle take-home schedule
- A few counties reduce the burden of budget preparation using two-year budgets
- Long-term financial plan would help with evaluation of new initiatives and requests

- We can afford to do (almost) anything, we just can't afford to do everything for everyone

Discussion and Direction

Attachment: Budget Policies and Practice (13726 : Budget Process Review, Discussion, and Direction)