

MARIPOSA COUNTY

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



MARSHALL LONG, CHAIR
ROSEMARIE SMALLCOMBE, VICE-CHAIR
TOM SWEENEY
WAYNE FORSYTHE
MILES MENETREY

DISTRICT III
DISTRICT I
DISTRICT II
DISTRICT IV
DISTRICT V

ACTION SUMMARY MINUTES

January 18, 2022

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

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

B. Pledge of Allegiance

Chair Smallcombe led the Pledge.

C. Introductions

None.

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

No public comment.

RESULT: **ADOPTED [UNANIMOUS]**

MOVER: Marshall Long, District III Supervisor

SECONDER: Tom Sweeney, District II Supervisor

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

CA1. **Health and Human Services** **RES-2022-30**

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County

CA2. **Health and Human Services** **RES-2022-31**

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

CA3. Sheriff's Office RES-2022-32

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

CA4. Board of Supervisors

Approve the Minutes of Tuesday, December 7, 2021

CA5. Board of Supervisors

Approve the Minutes of Tuesday, December 21, 2021

CA6. Clerk of the Board of Supervisors 2022-3

Receive the List of Agreements Entered into by the County Administrative Officer (CAO) (Purchasing Agent) Pursuant to County Code Chapter 3.08, Entered Into, Received and Processed in December of 2021

CA7. Clerk of the Board of Supervisors 2022-4

Receive the List of Agreements Entered into by the Mariposa County Department Heads (Assistant Purchasing Agents) Pursuant to County Code Chapter 3.08 Entered Into, Received and Processed in December of 2021

CA8. Health and Human Services RES-2022-33

Ratify an Agreement with Stericycle, Inc. for Shredding Services, Effective Date is October 11, 2021 and Will Automatically Renew on a Month to Month Basis Until Terminated

CA9. Health and Human Services RES-2022-34

Approve Amendment 1 to Agreement with Stericycle, Inc. to Provide On-Site Confidential Document Shredding Services at 5300 California 49, Mariposa, California; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA10. Health and Human Services RES-2022-35

Approve Amendment 2 to Agreement with Stericycle, Inc to Provide On-Site Confidential Document Shredding Services at 5264 Spriggs Lane, Mariposa, California; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA11. Health and Human Services RES-2022-36

Approve an Agreement with LexisNexis Risk Solutions to Provide Access to Accurant Government Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA12. Health and Human Services RES-2022-37

Approve the 2022 Low Income Home Energy Assistance Program (LIHEAP) Agreement 22B-4021 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 Health and Human Services Agency Director to Sign the Agreement, Certifications, and All Subsequent Amendments (Subject to County Counsel Approval as to Form)

CA13. Health and Human Services RES-2022-38

Approve an Agreement with Patton Air Conditioning (Patton) to Provide Repair Services for Mariposa County Health and Human Services Agency (HHSA) for an Amount Not to Exceed \$100,000; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA14. HHS/Behavioral Health & Recovery Services RES-2022-39

Approve the California Mental Health Services Authority (CalMHSA) Participation Agreement to Implement the Workforce Education and Training Program; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA15. HHS/Behavioral Health & Recovery Services RES-2022-40

Approve an Agreement with San Jose Behavioral Health to Provide Psychiatric Inpatient Services in an Amount Not to Exceed \$284,000; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA16. HHS/Community Services 2022-5

Appoint Laura Conger to the In-Home Supportive Services (IHSS) Advisory Committee with a Term Expiration Date of January 18, 2026

CA17. HHS/Social Services RES-2022-41

Approve a Modification to Three-Year Agreement with JUMP Technology Services to Include Additional Cost Information in Exhibit F; and Authorize the Board of Supervisors Chair to Sign the Agreement

E. Departmental Presentation

Eric Sergienko/County Health Officer provided an update regarding COVID noting that last week was the busiest week to date with a total of 137 new cases reported. He also discussed the number of cases in late December and noted that the numbers do not include at-home tests. Dr. Sergienko also advised of the effects on the hospitals, noting that they are experiencing difficulties in moving patients out of John C. Fremont Hospital when the problem is not COVID-related. He also advised that given that hospitalizations lag seven 7-10 days behind cases, the worst impact has most likely not been felt yet which means that we'll continue to see impacts on hospitalizations into February. Dr. Sergienko also reported on COVID impacts in the schools, noting that all four schools closed last week and will be back in operation today. He also advised of upcoming vaccine clinics.

Jonathan Farrington/Tourism Bureau Executive Director provided a newspaper insert that the Tourism Bureau had produced and advised that the articles in the insert are all written by his staff or other people affiliated with the Tourism Bureau. Mr. Farrington also discussed their current radio campaign, noting that it is now live in the Fresno region and in markets within driving distance. He also discussed their 2021 direct booking tracking statistics. Mr. Farrington also advised that, during the last Yosemite Gateway Partners meeting, Superintendent Muldoon hinted that the reservation system may be put back in place due to construction happening within

Yosemite National Park, and he requested that Board members encourage her to keep the Park open for the area's economic recovery.

F. Public Comment on Non-Agenda Items

Mick Herman discussed his background and noted starting a group last September that has grown to more than 400-500 members. He discussed provision of the Declaration of Independence and the United States Constitution and stated that right have become less secure. He repeated the Oath of Office, and introduced Forest Follett.

Forest Follett discussed the Revolutionary War, the Continental Congress, the Federation of States, the history of signing of the United States Constitution. He also noted existing polarity and division in the country, and advised that the Constitution was a great unifier in the past, and requested that the Board place an item on the agenda to consider becoming a constitutional county. He also noted that the Constitution divides authority between the federal and state government for the protection of individual rights.

Mick Herman discussed Alexander Hamilton and proposed that the Board pass an ordinance ordaining Mariposa County as a constitutional county to refrain from passing anything that is unconstitutional and requested a Board item to discuss the concept.

Kim Monson noted that the idea of a constitutional county is, itself, unconstitutional as determinations of constitutionality are reserved to the judiciary, while this conversation suggests that these or someone else will be determining what is constitutional. She also noted that there are many laws on the books that protect the people and she provided the example of speed limits as a law that infringes on individual freedom for the good of all.

Unnamed gentleman spoke in support of scheduling a Board item to allow opinions on both sides to be expressed.

Lorna Fear noted that we are already a constitutional county and that we cannot enforce something that is unconstitutional. She noted that the question is who makes that determination and noted that it is the judiciary. She also noted that have people choose not to get a vaccine, it is the right of others to reject their presence.

Amber Blavin agreed that determinations of constitutional infringement are made through a judicial process.

Dan Wasil referenced the Capitol Attack of January 6, 2021, noting that we have a representative government and spoke in opposition to the idea of a small group of people defining what is Constitutional.

Wendi Brown spoke in support of a Board item to further discuss the issue.

Lorraine Freeman noted her agreement with the concept, discussed her observation of County Counsel, and suggested breaking off and forming a new county.

Kathleen Armstrong spoke in opposition to the proposal and requested tht the Board not agendize this for discussion.

G. Regular Agenda Items

1. Public Works RES-2022-42

Review Emergency Repair Work on White Rock Road as Required by Public Contract Code Section 22050(C)(1); and Adopt a Finding that There is a

Need to Continue the Emergency Action Pursuant to Public Contract Code Section 22050 4/5ths Vote Required

Shannon Hansen gave the staff report, noting that the site was prepared on Friday, and they are moving ahead. No public comment.

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

2. Clerk of the Board of Supervisors 2022-ORD-1170

Waive the Second Reading and Adopt an Ordinance Titled "An Ordinance Dissolving the Assessment Appeals Board and Removing Assessment Appeals Board Compensation", Which Will Rescind Ordinance Numbers 401, 486, and 1118, as Well as Title 2.40 of Mariposa County Code.

René LaRoche/Clerk of the Board gave the staff report. No public comment.

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

3. Administration RES-2022-43

Approve the Response of the Board of Supervisors to a Letter from the Grand Jury Dated December 8, 2021; Authorize the Board of Supervisors Chair to Sign the Response; and Direct the County Administrative Officer to Transmit the Response to the Presiding Judge of the Mariposa County Superior Court

Dallin Kimble/County Administrative Officer gave the staff report. No public comment.

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

H. Items removed from Consent Agenda

None.

I. Closed Session

1. County Counsel (ID # 12526)

CLOSED SESSION Conference with Legal Counsel: Existing Litigation: County of Mariposa V. JDC Land Company LLC; Mariposa County Superior Court Case No. 10887 and Jerry Cox V. Mariposa County, Et Al.

No public comment.

RESULT: CLOSED SESSION HELD

2. Administration (ID # 12501)

CLOSED SESSION: Conference with Real Property Negotiator; Description of Real Property: APNs 006-070-0380, 006-070-0350, 006-070-0310; Agency Negotiator: Dallin Kimble, County Administrative Officer; Closed Session Will Concern Price and Terms of Lease/Purchase

During public comment, Jonathan Noel requested additional details regarding the item. Chair Smallcombe noted that it is a Closed Session and that the item notes assessor parcel numbers for property that we do not own.

RESULT: CLOSED SESSION HELD

Recess

9:56 AM Chair Smallcombe moved the meeting in Closed Session.

Reconvened

10:43 AM Chair Smallcombe reconvened the meeting and reported that Information was Received and Direction was Given during both Closed Sessions.

J. Board Information

Information was received.

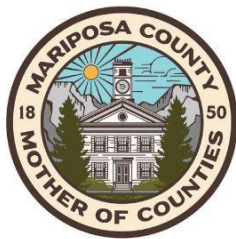
K. Adjournment

10:51 AM Chair Smallcombe adjourned the meeting in memory of James Alton Little, Howard Yanish, Perry Golden, Wanda Jane Knotts Castle, Leonard H. Brown, and Betty Collins.

Respectfully submitted,

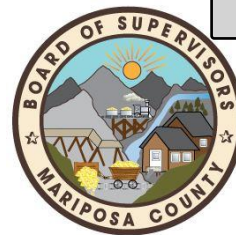
René LaRoche
Clerk of the Board

Rosemarie Smallcombe
Chair, Board of Supervisors



MARIPOSA COUNTY

Health and Human Services • (209) 966-2000



RESOLUTION - ACTION REQUESTED 2022-30

MEETING: January 18, 2022

TO: The Board of Supervisors

FROM: Shannon Gadd, Health and Human Services Agency Director

RE: Continue a Shelter Crisis Local Emergency in Mariposa County

RECOMMENDATION AND JUSTIFICATION:

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County.

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

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

BACKGROUND AND HISTORY OF BOARD ACTIONS:

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

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

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

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

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

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

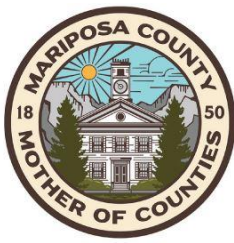
Do not continue the local emergency and the County may not be eligible for possible State or Federal assistance, or proceed with temporary homeless shelter solutions.

RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]

MOVER: Marshall Long, District III Supervisor

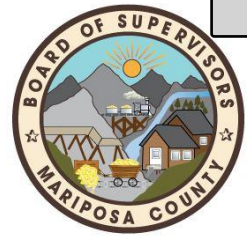
SECONDER: Tom Sweeney, District II Supervisor

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey



MARIPOSA COUNTY

Health and Human Services • (209) 966-2000



D.2

RESOLUTION - ACTION REQUESTED 2022-31

MEETING: January 18, 2022

TO: The Board of Supervisors

FROM: Shannon Gadd, Health and Human Services Agency Director

RE: Continue the COVID-19 Public Health Local Emergency

RECOMMENDATION AND JUSTIFICATION:

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

BACKGROUND AND HISTORY OF BOARD ACTIONS:

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

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

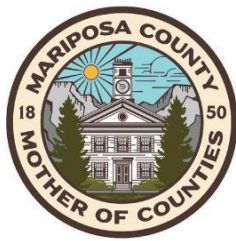
Do not continue the local emergency and the County will not be eligible for possible State or Federal disaster assistance.

RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]

MOVER: Marshall Long, District III Supervisor

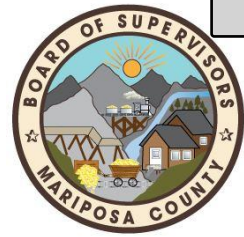
SECONDER: Tom Sweeney, District II Supervisor

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey



MARIPOSA COUNTY

Sheriff's Office • 209 966-3615



D.3

RESOLUTION - ACTION REQUESTED 2022-32

MEETING: January 18, 2022
TO: The Board of Supervisors
FROM: Jeremy Brieese, Sheriff
RE: Continue the Local Emergency Due to COVID-19

RECOMMENDATION AND JUSTIFICATION:

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

BACKGROUND AND HISTORY OF BOARD ACTIONS:

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

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

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

FINANCIAL IMPACT:

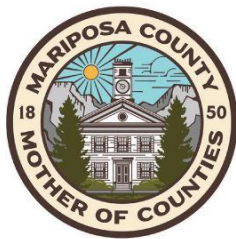
.

RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]

MOVER: Marshall Long, District III Supervisor

SECONDER: Tom Sweeney, District II Supervisor

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

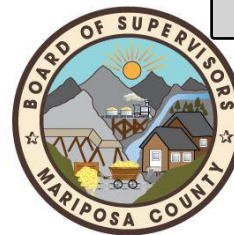


MARIPOSA COUNTY

P.O. Box 784 Mariposa, CA 95338 (209) 966-3222

5100 Bullion Street

<http://www.mariposacounty.org/>



MARSHALL LONG, CHAIR
ROSEMARIE SMALLCOMBE, VICE-CHAIR
TOM SWEENEY
WAYNE FORSYTHE
MILES MENETREY

DISTRICT III
DISTRICT I
DISTRICT II
DISTRICT IV
DISTRICT V

ACTION SUMMARY MINUTES

December 7, 2021

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

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

B. Pledge of Allegiance

Chair Long led the Pledge.

C. Introductions

None.

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

René LaRoche/Clerk of the Board advised of a correction to CA6. During public comment, Bobbie Cavazos introduced herself as an early onset Alzheimer's suffer and began to discuss her advocacy. Chair Long advised that comment for non-agenda items is later. No additional public comment.

Regarding CA4, Supervisor Menetrey provided a follow up from Rural County Representatives of California (RCRC) which clarified that, due to the length of time required for the licensing process, businesses being built could apply and that they would have up to one year to complete. He also noted that there is nothing in the legislation that provides a time limit for the use of the ten new licenses, but that the County cannot release more than five in a year; and advised that if an applicant facility does not pass inspection, they would have ninety days to complete the formal application. Supervisor Smallcombe spoke in support of CA8, while Supervisor Menetrey spoke in support of CA10.

CORRECTION:

In G.4 of the November 23, 2021 Minutes, change " Discussion ensued between Supervisor Smallcombe and Sheriff Briese regarding the process to add policies to Lexipol" to "Discussion ensued between Supervisor Smallcombe and Sheriff Briese regarding the policy process relative to Lexipol."

RESULT: **ADOPTED [UNANIMOUS]**

MOVER: Rosemarie Smallcombe, District I Supervisor

SECONDER: Wayne Forsythe, District IV Supervisor

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

CA1. Health and Human Services RES-2021-644

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County

CA2. Health and Human Services RES-2021-645

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

CA3. Sheriff's Office RES-2021-646

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

CA4. Administration RES-2021-647

Adopt a Resolution Authorizing the California Department of Alcoholic Beverage Control to Issue Two New On-Sale General Licenses to Restaurants with a Minimum Capacity of 50 Diners in 2022

CA5. Item Considered Separately

CA6. Item Considered Separately

CA7. District Attorney RES-2021-648

Approve First Amendment with David Blake for Officer Involved Shooting Expert Services; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA8. Fire RES-2021-649

Accept California Climate Investments (CCI) Fire Prevention Grant Award through Cal Fire in the Amount of \$267,842.00 for Purchase and Maintenance of Equipment for Fuel Reduction Projects; Approve Grant Agreement; Authorize the Fire Chief to Sign Any Agreements or Documents Pertaining to This Grant (Subject to Approval as to Legal Form by County Counsel); and Approve Budget Action Transferring Funds Within the Fire Budget to Cover Costs of Up Front Purchase (\$27,222) 4/5ths Vote Required

CA9. HHS/Behavioral Health & Recovery Services RES-2021-650

Ratify the StataCorp, LLC Purchase Terms and Conditions, Effective October 12, 2020 and Automatically Renew Every 12 Months Thereafter Until Cancelled

CA10. Public Works RES-2021-651

Minutes Acceptance: Minutes of Dec 7, 2021 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

Designate the Merry Mountain Christmas Parade and the Christmas Tree Lighting Events as County-Sponsored Events; Authorize the Interim Public Works Director to Waive the Encroachment Application Fee and Sign the Application for a Caltrans Encroachment Permit in Support of Closing Highway 140, Between Jones and Third Street, on December 11, 2021, at 5:00 PM for the 23Rd Annual Merry Mountain Christmas Parade and Tree Lighting Event at the Courthouse

CA11. Public Works RES-2021-652

Ratify Agreement for Emergency Repair Work on Dogtown Road to Reflect Authorization for the Board of Supervisors Chair to Sign the Emergency Agreement with Sierra Communications & Construction, Inc. in the Not to Exceed Amount of \$28,925

CA12. Sheriff's Office RES-2021-653

Adopt a Resolution of Authorization to Apply for Fiscal Year 2021 Homeland Security Grant Program; and Accept Grant Funding When and If the Application is Approved; Approve Grant Agreement; and Authorize the Board of Supervisors Chair to Sign the Grant Agreement and Any Documents Pertaining to the Grant (Subject to Approval as to Legal Form by County Counsel)

CA13. Sheriff's Office RES-2021-654

Adopt a Resolution of Authorization to Apply for Fiscal Year 2021 Emergency Management Performance Grant Program; and Accept the Allocation of \$128,648; Approve Grant Agreement; and Authorize the Board of Supervisors Chair to Sign the Grant Agreement and Any Documents Pertaining to the Grant (Subject to Approval as to Legal Form by County Counsel)

CA14. Sheriff's Office RES-2021-655

Adopt a Resolution of Authorization to Apply for Fiscal Year 2021 Emergency Management Performance Grant Program - American Rescue Plan Act (ARPA); Accept the Allocation of \$60,136; and Authorize the Sheriff to Sign the EMPG-ARPA Grant Application; Approve Grant Agreement; and Authorize the Board of Supervisors Chair to Sign the Grant Agreement and Any Documents Pertaining to the Grant (Subject to Approval as to Legal Form by County Counsel)

Items Considered Separately

CA5. Board of Supervisors

Approve the Minutes of Tuesday, November 16, 2021

RESULT: **ADOPTED [UNANIMOUS]**

MOVER: Rosemarie Smallcombe, District I Supervisor

SECONDER: Tom Sweeney, District II Supervisor

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

CA6. Board of Supervisors

Approve the Minutes of Tuesday, November 23, 2021

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

MOVER: Rosemarie Smallcombe, District I Supervisor

SECONDER: Miles Menetrey, District V Supervisor

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

E. Departmental Presentation

Debbie Willis/Interim Building Director advised of the completion of the County's ISO rating, which is done every five years and refers to enforcing the building codes. She noted that they can range from 1 to 10 and the lower the rating, the better. Ms. Willis also reported that, for the second time, the County has obtained a 2 rating for both residential and commercial buildings; and noted that the statewide average is 3, with only four jurisdictions having a 1, or exemplary, rating.

Lizz Darcy/Health and Human Services Agency (HHS) Public Information Office reported on three upcoming covid vaccination clinics this week and urged making an appointment through myturn.ca.gov. She also reported that the Mariposa test site location was supposed to move this week but ran into some problems with LHI. That site will continue at the Senior Center site through Thursday of this week, will be closed half of Friday for the move, and will reopen on Tuesday, December 14th at the new site at the YARTS Park and Ride. She also reported on the COVID-19 Omicron variant, its transmissibility, and concerns regarding hospital impacts. She noted that while it has a lower hospitalization rate, the increased transmissibility means more people sick and hospitalized. Ms. Darcy advised that they have already seen extended wait times to get into hospitals and to get ambulances; and encouraged everyone to continue mitigation strategies like masking, social distancing, staying home when sick, getting vaccinated, and testing regularly. She also encouraged people to get tested before going to events and, again, four or five days after the event.

Shannon Hansen/Interim Public Works Director provided an update on the Site Logiq project, noting that the lighting has been started and accomplished at two sites, with the Government Center slated to be completed tonight. Ms. Hansen also advised that the HVAC was started last week and is moving forward on schedule and should be completed at the beginning of January. She also noted that the solar element will start after the 1st of the year. Ms. Hansen also reported that the repairs on Dog Town Road Bridge have been completed ahead of schedule and on budget.

Jacob Hawley/Visitor Center Operations Manager reported that they had 238 visitors last week and have had a total of 13,741 visitors so far this year which is substantially down from pre-pandemic levels. He also advised that, overall, world

travel is down, which is reflected in local visitation numbers. Mr. Hawley also advised that the Christmas parade and tree lighting will be held this weekend, with Mrs. Claus at the Fairgrounds. In response to an inquiry from Supervisor Menetrey, Mr. Hawley noted that pre-pandemic annual visitation averaged about 45,000 people.

Jeremy Briese/Sheriff - Coroner - Public Administrator reported that an individual went missing last week, but that the CareTrack system had proven useful, and he extended kudos to the Search and Rescue team for their efforts. Sheriff Briese also noted that the Deputy Sheriffs' Association is again doing the Kops for Kids program and advised that there are drop off points around the county. He also discussed a burglary last month, and extended kudos to the deputies who worked the case. He advised that, with the help of technology and the homeowner, they were able to track and recover over 31 items. Sheriff Briese also discussed the proliferation of fentanyl throughout California; reported that it is now touching our community; advised that the detectives are actively working the streets; and noted putting out some messaging last Thursday to increase public awareness of the extreme danger of this substance.

F. Public Comment on Non-Agenda Items

Bobbie Cavazos advised that she has early onset Alzheimer's and that she has been raising awareness because most of the resources are geared to seniors who are 65 years of age, or older, and that no programs exist in Mariposa for people like herself. Ms. Cavazos advised that she has been very involved in the community and likes to give back; noted that she is a survivor of sudden cardiac arrest for 18 minutes; and spoke in support of getting more specialists involved in the hospital.

Suzette Prue/Citizens to Save the Hospital extended thanks to the Board for its support; noted sending a letter to the Board members on Thanksgiving to explain some developments; advised that there was a good article in the Gazette; and noted that their committee is committed to passing an ordinance to save the hospital.

Candy O'Donel-Brown extended thanks to the Citizens group for what they have done. She also noted finding out about a new law, the Taxpayer Protection and Government Accountability Act, which may be coming, and which would be retroactive to October. Ms. O'Donel-Brown noted that, should that pass, the new citizens initiative will be subject to it but that the required accountability is mostly already in the initiative. She advised that the problem is that, to remain on the July 7th ballot, they must ask for a declaration of a fiscal emergency, because they still have the deadline of 2030 and hospital construction is slow, and the preconstruction cannot start until the ordinance passes and they have the money, so they need to get it on the ballot as soon as possible.

Therese Williams/JCF Public Relations Director agreed that the citizen committee has done a fantastic job and noted that it will be a citizen driven campaign with the hospital assisting.

Beth Tomsick corrected that the election is in June 2022; and noted that under the existing law, the initiative could have passed with 50% plus 1 vote but that the new law will require passage by 2/3rds.

Bruce Cavazos reported having an issue with a neighbor who is building without a permit; and noted that the neighbor is harassing and has threatened to kill his family. Mr. Cavazos noted that the neighbor took him to court because his girlfriend said he was stalking her but that the judge threw out the case. Mr. Cavazos noted that he suffered damage from the January storm and had to pay his fair share for repairs and thinks that his neighbor should pay his fair share, too. He noted that he is tired of

the threats but calling the police doesn't help as the police have done their job to slow down the harassment, but not his paying his fair share. Mr. Cavazos also spoke in support of Mrs. Cavazos' plan.

Recess Board of Supervisors

9:56 AM Chair Long recessed the Board of Supervisors meeting followed by the Clerk of the Board reading the Government Code announcement.

G. LOCAL TRANSPORTATION COMMISSION

9:56 AM Chair Long convened the Local Transportation Commission (LTC) meeting with all commissioners present.

Public Comment Period

None.

LTC Regular Agenda

1. Public Works LTC-2021-29

Approve the FY 21/22 Local Transportation Commission Overall Work Program Agreement Re-Calculation for Amendment I with Caltrans; and Authorize the LTC Chair to Sign the Re-Calculated Overall Work Program Amendment (OWPA)

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

RESULT: ADOPTED [UNANIMOUS]

MOVER: Rosemarie Smallcombe, District I Supervisor

SECONDER: Wayne Forsythe, District IV Supervisor

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

Adjourn LTC

9:58 AM Chair Long adjourned the LTC meeting.

Reconvene as Board of Supervisors

9:58 AM Chair Long reconvened the Board of Supervisors meeting.

H. Regular Agenda Items

1. Health and Human Services RES-2021-656

Approve Three Year Agreement with Hoffman Electronic Systems for Alarm Monitoring in the County Building of the Health and Human Services Agency; and Authorize the Board of Supervisors Chair to Sign the Agreement

Shannon Gadd/Health and Human Services Agency (HHSA) Director gave the staff report. Supervisors Sweeney and Smallcombe discussed the need to consolidate contracts with vendors who hold multiple contracts with the County. No public input.

RESULT: ADOPTED [UNANIMOUS]

MOVER: Rosemarie Smallcombe, District I Supervisor

SECONDER: Wayne Forsythe, District IV Supervisor

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

2. Health and Human Services RES-2021-657

Approve Five Year Agreement with TK Elevator Corporation to Provide Maintenance and Repair Services for the County Building of the Health and Human Services Agency; and Authorize the Board of Supervisors Chair to Sign the Agreement

Shannon Gadd gave the staff report, correcting the staff report by noting that the County has contracted with this vendor before but that they changed their name. No public input.

RESULT: ADOPTED [UNANIMOUS]

MOVER: Wayne Forsythe, District IV Supervisor

SECONDER: Miles Menetrey, District V Supervisor

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

3. Public Works RES-2021-658

Review Emergency Repair Work on White Rock Road as Required by Public Contract Code Section 22050(C)(1); and Adopt a Finding that There is a Need to Continue the Emergency Action Pursuant to Public Contract Code Section 22050 4/5ths Vote Required

Shannon Hansen/Interim Public Works Director gave the staff report noting that Palmer Tractor is still waiting on materials but hopes that they will be delivered in mid-December so that the project can be completed by the end of December. No public input.

RESULT: ADOPTED [UNANIMOUS]

MOVER: Tom Sweeney, District II Supervisor

SECONDER: Wayne Forsythe, District IV Supervisor

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

4. Public Works RES-2021-659

Authorize the Interim Public Works Director to Advertise, Award to the Lowest Responsible Bidder; and Sign an Agreement for the Mariposa Parkway Phase III, Design and Engineering Phase Only (Subject to Approval as to Legal Form by County Counsel)

Shannon Hansen gave the staff report, noting a correction. No public comment.

CORRECTION:

Change "award to the lowest responsible bidder" to "award to the most qualified consultant."

RESULT: ADOPTED AS AMENDED [UNANIMOUS]
MOVER: Miles Menetrey, District V Supervisor
SECONDER: Wayne Forsythe, District IV Supervisor
AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

5. Public Works RES-2021-660

Complete the Acceptance Process of the Proposition 68 Per Capita Park Funds as Authorized by Resolution 21-193; and Authorize the Board of Supervisors Chair to Sign the Deed Restrictions

Shannon Hansen gave the staff report. No public input. Board discussion ensued regarding the projects that are scheduled for the future, and a historical overview of the funding efforts for the rehabilitation of the tennis courts.

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

6. Fire (ID # 12341)

Provide a Mariposa County Fire Advisory Committee (MCFAC) Update and Recommendations to the Board of Supervisors

Steve Ward/County Fire CAL FIRE Chief gave a PowerPoint presentation regarding the progress that has been made on the action items contained in Table 9. No public input.

RESULT: INFORMATION RECEIVED

Recess

10:48 AM Chair Long recessed the meeting for a brief break and reconvened at 10:53 AM.

7. Clerk of the Board of Supervisors 2021-ORD-1169

Waive the First Reading and Introduce an Ordinance Amending Chapter 2.04.010 of the Mariposa County Code, Titled "An Ordinance Removing Provision Requiring Cancellation of Regular Board Meetings on Countywide Election Days"

René LaRoche/Clerk of the Board gave the staff report. No public input.

RESULT: **INTRODUCED [4 TO 1]** **Next: 12/21/2021 9:00 AM**
MOVER: Miles Menetrey, District V Supervisor
SECONDER: Rosemarie Smallcombe, District I Supervisor
AYES: Rosemarie Smallcombe, Marshall Long, Wayne Forsythe, Miles Menetrey
NAYS: Tom Sweeney

I. Items removed from Consent Agenda

None.

J. Board Information

Information received.

K. Closed Session

1. County Counsel (ID # 12335)

CLOSED SESSION: Conference with Legal Counsel: Existing Litigation: in Re: National Prescription Opiate Litigation; United States District Court Case No. 1:18-AT-336

No public input.

RESULT: CLOSED SESSION HELD

Recess

11:18 AM Chair Long moved the meeting into Closed Session.

L. 2:00 PM Reconvened

Report Out

2:00 PM Chair Long reported that Information was Received and Direction was Given during the Closed Session.

1. Clerk of the Board of Supervisors 2021-ORD-1168

Waive the Second Reading and Adopt an Ordinance Titled "2021 District Reapportionment", Which Will Rescind and Replace Title 1.16 of Mariposa County Ordinance Code Regarding Supervisorial Districts Boundaries

René LaRoche gave the staff report. During public comment, Keith Williams/Treasurer - Tax Collector - County Clerk advised that with the adoption of the ordinance, it will start the 28-day counter required under Elections law, and that January 4, 2022 will be the first day that the signature-in-lieu-of paperwork will be available for the June, 2022 ballot. He also noted that they will be updating their handbooks, getting ready to post on the website and otherwise starting the election cycle. Public comment closed.

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

2. **Planning (ID # 12344)**

Receive Update Regarding the Merced River Trail Community Working Group; Possible Discussion and Direction

Sarah Williams/Planning Director gave the staff report. No public input.

RESULT: **INFORMATION RECEIVED**

3. **Planning RES-2021-661**

Resolution Updating the Merced River Trail Community Working Group Bylaws

Sarah Williams gave the staff report, noting that these were unanimously endorsed by the committee during its November meeting. No public input.

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

4. **Planning RES-2021-662**

Approve Agreement for Right of Entry and Hold Harmless with Hillary Lester from the Transition Mountain Properties Ownership Group to Conduct Environmental Assessments of Miller Gulch Property in Support of the Merced River Trail; and Authorize the Board of Supervisors Chair to Sign the Agreement

Sarah Williams gave the staff report. No public input.

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

5. **Planning (ID # 12368)**

Follow-Up Discussion and Direction Regarding Code Compliance Processes and Determination of Required Resources

Chair Long advised that this is an informational item and no action will be taken as this is an informational item only.

Sarah Williams/Planning Director gave the staff report with a PowerPoint presentation, noting that this item is in response to a Board request for additional information regarding necessary resources.

Board discussion ensued regarding the procedure for notices of non-compliance and how the public would know that a property carried one, whether there are administrative remedies that would not require a court action, the ease with which property purchasers can check with the Planning and Building Departments for open files, the need for due diligence on the part of the purchasers, the fact that County Code is the compilation of ordinances and, therefore, are duly passed laws, and the age of some of the entries on a list of outstanding cases that is not part of this item but has been circulated separately via Facebook, as well as potential communication with those property owners.

Public comment opened.

Casey Cox noted that he owns two of the properties that are on the list being circulated; discussed the difficulties in getting a release letter for a tenant's medical cannabis grow; advised of the series of personal events that led up to a 2015 deck replacement permit expiring; and noted that he was advised to put that in a letter which he did but that he is still waiting for a release letter.

Barbara Cone read communications that she had with individuals named on the list circulating on social media to illustrate poor communication; and noted that the County still has an outstanding code violation in Hornitos.

Lorraine Freeman noted that she is concerned that necessary repairs will send people who cannot afford them into bankruptcy; suggested that amnesty, no fines, and no fees, would be kindest; expressed her concerns regarding the need to define what will happen if a person does not have the money; noted that she would like the appeal process written into the code; and expressed concerns regarding aerial surveillance.

Jeanetta Phillips noted having at least four marijuana grows on her road, and questioned if this discussion was only building codes.

Kathleen Armstrong advised that the Code Compliance Advisory Committee (CCAC) is making headway; noted that some buildings like Muir Lodge definitely need to be on the list but advised that those types are not the bulk of the list; and stated that some of the cases that are on the list that was circulated on social media are questionable and twenty or more years old. Ms. Armstrong also inquired why a draft of this item was not discussed with the CCAC; inquired how often the list is updated; and inquired why cases have not been assigned a priority. She also noted that, during the October 19, 2022 Board of Supervisor meeting, Supervisor Sweeney commented that 700 cases were closed, and Ms. Armstrong inquired as to the time period over which that occurred. She also inquired as to the response time; whether there is a consistent process to try to resolve the issues; and inquired if it is the intent of the Board to move forward on the most egregious of the cases.

Laurie Kinslow discussed the illegal commercial marijuana grows in her neighborhood, noting that every grow there violates the current Mariposa law given that they range from 40 to 200 plants. She inquired as to what will happen with those; asked whether they've been discussed at all; and suggested that illegal commercial grows should have a fine like \$500 or \$1000 per plant. She reiterated that her neighborhood is overrun; and advised that three houses sit empty because they are intimidated by the growers.

Ken Melton remarked that he thinks Planning is on the right track to cure consistency issues; advised that there used to be a state law that prevented issuing

new permits on land with outstanding issues; advised that he attended the first two CCAC meetings and they picked up on the illegal marijuana, noting that it is the wrong time to tweak the code on everything else; and advised patience to allow the committee to work.

Kevin (last name not given) noted that he has lived and worked in Mariposa County most of his adult life; and noted that he and his wife have been working diligently to improve a property that they took over from his wife's father in 2019; not recently finding out about an issue from 2017; and expressed his concerns that an inspection to reconcile the 2017 violation may pick up other violations and open them up to other violations.

Colleen Rhodes discussed her background in local government working as a prosecutor; expressed her support of County staff attending the CSAC Annual meeting; noted that there is real professionalism in this county but that the people do not feel that; advised that when an item like this comes out, and their names are included on a list, they're humiliated in public and some of them didn't know they were on the list; noted that the certificate of non-occupancy was a particular problem and that she has spent days contacting people about the issues that they have had; and advised that, while they may not sound like horror stories for people in government, they are very intimidating to those who are not. She also noted that some of the Code Enforcement people have a reputation for cruelty, which makes people fearful of contacting the Planning Department. She concluded by urging patience to allow the CCAC to do its work; urged identifying resources so that we can help people into compliance; and noted that there are some innovative ways to deal with marijuana that don't necessarily entail looking at the number of plants but, perhaps, use zoning or other regulatory devices.

An unidentified man noted that he has been seeing this on social media for a while and advised that they are scared; noted that they would like to be in compliance but are afraid of having their name on the list because there is a reputation for cruelty and not being merciful; and noted that a penalty of \$100 a day will only take 50-100 days to lose a house. He also noted that it seems reckless and cruel to pursue this during a pandemic to talk about what sounds like cruel measures, rather than trying to help them fix this; suggested skipping the fees or making them minimal to help people; noted having friends on the list that circulated on social media for whom such a penalty would be onerous; and advised allowing the committee to do its work.

Leigh Westerlund/property owner advised of inadvertently becoming a code violator when she built her garage on her neighbor's property and noted that the Planning Department was gracious and helpful and very supportive.

Eli Joslin noted that he is on the list twice; noted agreeing with what a lot have said as these are really harsh times; advised of having a friend who is a contractor and is on the list who got an engineer and did everything he had to do and was still told it wasn't good enough and consequently remains on the list; and noted that the contractor friend is willing to look at the home of every paid county employee to ensure that their houses are in compliance. Mr. Joslin also noted that he has been trying to get a permit for years for marijuana grows and Mariposa won't do it because of funding from the federal government, but noted other counties are, too, and are permitting legal marijuana farms; and urged making it legal to grow. He also noted concerns by others about chemicals in the water and advised that Roundup goes into the drinking water. Mr. Joslin concluded by stating that he is going to do what he can do, but that he plans on leaving the county.

Becky Collins noted that her property is not on the list (being circulated on social media); advised that some of the list entries are over 30 years old; questioned if those people are still alive; noted that if they are, they are 80 years old and questioned if they will lose their home because they have violations that they could not afford to fix; and inquired how the people living in RVs because their properties burned down in one of the area wildfires will be helped.

Judy Burden advised of being new to the county and having a wonderful experience with the Planning and Building departments; noted being involved in a community cleanup in Greeley Hill that cleaned up 21 people's property, with almost all of the property owners being older, disabled, or not physically able; advised that there are a lot of people out there who need help; noted that she has heard of bad and good experiences; and advised working for the state in regulatory compliance and inquired if it is legally possible to have fines for things that don't go to court.

Carmen Vonk in agreement with many of the previous comments; discussed her background working with a county counsel on abatement in a different county; discussed the erroneous perceptions of the people in that county; and expressed her feeling that there is a communication gap between the County and the individuals. She noted that she understands that abatement needs to happen; suggested that community development organizations are a good place to look; recommended looking for federal grants to help these people; and inquired what community organizations are working on grant funding to help people.

Public comment closed.

In response to Laurie Kinslow's comments, Supervisor Long noted that a special meeting is being planned which will allow for a moderated discussion and development of a strategic plan. Sarah Williams responded to Jeanetta Phillips question noting that the current process is the only way that violations or penalties can occur. Corrina Miranda/Code Compliance Technician noted that this is the only process at present, and that building code violations tend to be the most prevalent. In response to Kathleen Armstrong, Ms. Williams noted that she did mention the item at the CCAC meeting but did not share it because it is not normal to share items before they go to the Board. Corrina Miranda advised that they inherited the list that is circulating on social media and do update it when there is a change in status; and noted that a lot of the violations are just final inspections that were not completed. In response to Ms. Armstrong's question, Ms. Miranda noted that the complete case log contains 1500 cases, which includes closed cases as well. Ms. Williams noted that she assumes the question regarding response time is relative to the submission of a Request for Investigation (RFI). Corrina Miranda advised that they usually respond to an RFI within 24 hours, but sometimes its longer. Ms. Miranda also noted that people also sometimes call and alert Code Compliance of problems. In response to the question regarding whether the county's intention is to proceed with compliance of the most egregious cases, Ms. Williams noted that she was unsure whether that question was to the board or to staff. Supervisor Sweeney noted that the Board gave direction in March for Code Compliance to proceed with those cases. Supervisor Long noted that the direction regarding the ten most egregious cases was in regard to illegal marijuana. In response to an inquiry, Ms. Miranda noted that there are programs to assist some people with improving their property but that they are through the Health and Human Services Agency. In response to an inquiry from Supervisor Smallcombe, Ben Goger/Housing Specialist noted that the County has applied for programs and has been awarded \$800,000 for income eligible residents; and advised that property owners with some kind of health problem should email housing@mariposacounty.org

or go to the website and look up the Housing Support Services to see if you are income eligible. In response to whether an inspector coming on to a property will look for other issues, Debbie Willis/Interim Building Department Director noted that inspectors from the building department go out for a specific inspection; and advised that the only time other issues may get flagged is something like a recent case with a new 40-foot by 80-foot barn appearing that was not there before. In response to a statement regarding the County flying over a person's property, Sarah Williams noted that the County does not fly over properties but, instead, responds to complaints from individuals. Ms. Williams also noted that sometimes they are looking at vacation rental permits, which cannot be issued if there are outstanding issues. In response to an inquiry regarding why there 30-year-old violations on the list that circulated on social media, Corrina Miranda noted that the standard process has been that people who take out a permit and don't get a certificate of occupancy are told that they will a Certificate of Noncompliance filed and recorded against the property. Once recorded, it stays there until it is discovered. Debbie Willis advised that some people deliberately do not get a final inspection because they are under the impression that their property taxes will not get increased until the process is completed. She also noted that at times of low staffing, the primary focus is to process permits. In response to a question regarding people impacted by wildland fires, Ms. Williams noted that the County worked with the state to pursue a free cleanup of the debris, completed a County Code amendment that allowed people to legally live in RVs, initially, for a three-year period but that was later extended to five years, providing that they show permits that they are connected to electricity and water. In response to the question regarding whether it is legal to levy fines without going to court, Steven W. Dahlem/County Counsel noted that it is. He also advised that he will complete follow-up research on that as well as the question of withholding permits on properties in noncompliance. In response to the comments regarding the perception of county government, as well as those recognizing that abatement needs to happen and suggesting looking for community organizations to help, Sarah Williams read the mission of the CCAC which is charged with developing innovative solutions and which will be looking at ways to address the needs of residents while addressing violations.

Board discussion ensued regarding the erroneousness of the perception that the County is not sensitive, the fact that the case list that has been discussed was not part of this agenda item but was released by an individual on social media and the effect that it has had on getting some cases quickly corrected, the work of the CCAC, the need for Planning and Code Compliance to communicate with code compliance violators at least once each year to inform of status, the potential for a moratorium for a defined time to give people the incentive to get these issues corrected, potentially withholding new permits for properties with outstanding code compliance issues, and funding an extra help position to assist with the backlog of cases, remedies that currently exist in County Code, the infrequent number of times that staff has used the civil penalties versus the larger number of times that staff has waived the fee in order to get an issue repaired or completed, the need for a cleaned up list of cases regardless of what the CCAC, the amount of time needed to work and communicate open cases, the availability of the board members for instances when people may feel that Code Compliance is not communicating effectively or working with a property owner, and the extent of previous board direction.

DIRECTION:

Staff is to bring back an item and resolution that describes recommendations for an amnesty program, as well as a resolution for a minor County Code

Amendment, which will be routed through the Code Compliance Advisory Committee prior to any Board action. The County Administrative Officer and Human Resources will work with Planning to get the extra help necessary to begin going through the list of outstanding code compliance cases. Planning will return to the Board with another report in 4 to 6 months. County Counsel will research the question of legality of levying fines without going to court, as well as whether new permits can be withheld for properties already in noncompliance.

RESULT: INFORMATION RECEIVED

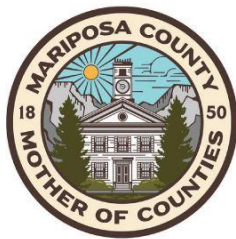
M. Adjournment

4:58 PM Chair Long adjourned the meeting in memory of Veryl Elaine Kimbro, William (Bill) Anderson, Fortunato (Slim) Parrino, Robert Allan Jakl, Chris Linn, and Evan Lawson Smith.

Respectfully submitted,

René LaRoche
Clerk of the Board

Marshall Long
Chair, Board of Supervisors

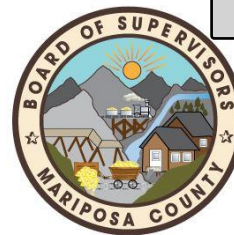


MARIPOSA COUNTY

P.O. Box 784 Mariposa, CA 95338 (209) 966-3222

5100 Bullion Street

<http://www.mariposacounty.org/>



MARSHALL LONG, CHAIR
ROSEMARIE SMALLCOMBE, VICE-CHAIR
TOM SWEENEY
WAYNE FORSYTHE
MILES MENETREY

DISTRICT III
DISTRICT I
DISTRICT II
DISTRICT IV
DISTRICT V

ACTION SUMMARY MINUTES

December 21, 2021

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

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

B. Pledge of Allegiance

Chair Long led the Pledge.

C. Introductions

None.

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

Chair Long advised that corrected by-laws had been supplied for CA7, and noted that CA 8 had two copies of the 2nd amendment attached to the agenda item and no 3rd amendment, but that the 3rd amendment had been supplied and could be found on the back table. No public input.

ACTION: CA7: Amended by-laws were approved. CA8: The item was approved with the addition of the 3rd amendment.

Minutes Acceptance: Minutes of Dec 21, 2021 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

RESULT: ADOPTED [UNANIMOUS]

MOVER: Wayne Forsythe, District IV Supervisor

SECONDER: Miles Menetrey, District V Supervisor

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

CA1. Health and Human Services RES-2021-677

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County

CA2. Health and Human Services RES-2021-678

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

CA3. Sheriff's Office RES-2021-679

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

CA4. Health and Human Services RES-2021-680

Approve Budget Action Increasing Revenue and Appropriations in the Health and Human Services Agency (HHS) Immunization Fund 3468 Budget to Account for Revenue to be Received from the California Department of Public Health (CDPH) and Increase Appropriations Accordingly (\$556,910) 4/5ths Vote Required

CA5. HHS/Behavioral Health & Recovery Services RES-2021-681

Approve Amendment to Five-Year Agreement No. 17-94593 with the State Department of Health Care Services Authorizing Mariposa County Behavioral Health to Provide Specialty Mental Health Services; and Authorize the Health and Human Services Agency Director to Sign the Amendment

CA6. HHS/Community Services 2021-108

Accept the Resignation of Stacey Lynch from the In-Home Supportive Services (IHSS) Advisory Committee Effective Immediately

CA7. Planning RES-2021-682

Approve the Code Compliance Advisory Committee (CCAC) By-Laws

CA8. Public Works RES-2021-683

Approve Fourth Amendment to the Agreement with Airborn Aviation Services for Airport Services to Extend the Term of the Agreement to June 30, 2022; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA9. Public Works RES-2021-684

Approve 5Th Amendment with Quincy Engineering for Dogtown Rd Bridge #38 to Extend the Term of Agreement, Add to the Scope of Service, and Increase Compensation in the Amount of \$15,000 for a Total Amount Not to Exceed \$539,000; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA10. Public Works RES-2021-685

Approve the Program Supplement Agreement with the State of California Department of Transportation for the Darrah Road Over Chowchilla River Bridge Project, .7 Miles North of SR49; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA11. Treasurer-Tax Collector-County Clerk RES-2021-686

Approve the Conflict of Interest List of Filers and Disclosure Categories; and Adopt the Code of Regulations 18730 that Constitutes the Mariposa County Conflict of Interest Code

E. Board Recognitions**1. Administration/Human Resources RES-2021-687****Recognize Mariposa County Employees for Their Years of Service**

Dallin Kimble/County Administrative Officer gave the staff report. No public input. After Board approval, Chair Long read the employee names and their service tenure. Public comment was reopened and Baljit Hundal/Health and Human Services Agency (HHSA) Division Director noted her appreciation for all County employees, especially those with HHSA. Chair Long advised that he will be visiting offices after the 1st of the year to make the presentations.

RESULT: **ADOPTED [UNANIMOUS]**

MOVER: Rosemarie Smallcombe, District I Supervisor

SECONDER: Tom Sweeney, District II Supervisor

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

F. Departmental Presentation

Eric Sergienko/County Health Officer noted that new cases of COVID19 are slightly declining which has allowed hospitals to take on other types of cases. He noted, however, that cases of the Omicron variant are on the rise in the State with surges being seen in Southern California and discussed the exponential growth in cases and hospitalizations that have occurred in other countries. Dr. Sergienko also advised that vaccination is known to protect against hospitalization and death, and encouraged the public to schedule a booster shot as those are also important. He also advised of the receipt of at-home tests from the State and noted that they are still figuring out how best to use those. Dr. Sergienko noted that preventative measures still remain true and encouraged everyone to get vaccinated or boosted, to get tested if they travel, and to stay home if sick. He also recommended that everyone upgrade their masks from the cloth ones to the surgical paper masks or to N95 masks, and continue with good hand washing, social distancing, and that good air exchangers are used indoors if a group cannot be outdoors.

Jonathan Farrington/Yosemite Mariposa Tourism Bureau Executive Director advised that an email went out yesterday regarding occupancy in lodging. He noted that it was not scientific because it is totally self-reported but advised that businesses reported to them that they were completely caught off guard by the numbers of visitors that they have received. Mr. Farrington advised that they will keep running totals to

allow future projections. He also noted that the top five internet searches for businesses and services now come through Google, and advised that local businesses in our region are not well represented so they are assisting the Chamber of Commerce in an effort to improve results for 84 businesses that have been identified in Mariposa County. In response to an inquiry from Supervisor Forsythe, Mr. Farrington discussed the potential for California visitor fatigue.

G. Public Comment on Non-Agenda Items

Marvin Wells discussed the oath of office that he took to serve in the military during the Korean War, and advised the Sheriff to call the military veterans anytime he needs assistance. Mr. Wells also presented the Board with a wooden wall hanging in the shape of an American flag as a token of appreciation for the Board's support of veterans.

Recess Board of Supervisors

9:35 AM Chair Long recessed the Board of Supervisors meeting followed by the Clerk of the Board reading the Government Code announcement.

H. LOCAL TRANSPORTATION COMMISSION

9:35 AM Chair Long convened the Local Transportation Commission (LTC) meeting with all members present.

Public Comment Period

None.

LTC Regular Agenda

1. Public Works LTC-2021-32

Adopt the Pavement Management Program Update 2021 Final Report

Shannon Hansen/Interim Executive Director gave the staff report. No public input.

RESULT: **ADOPTED [UNANIMOUS]**

MOVER: Tom Sweeney, District II Supervisor

SECONDER: Wayne Forsythe, District IV Supervisor

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

2. Planning LTC-2021-33

Approve an Agreement with SERA Architects, Inc. to Complete the Mariposa Creek Parkway Phase IV Special Plan in an Amount Not to Exceed \$460,000; Authorize the LTC Chair to Sign the Agreement; and Approve Budget Action Receiving Unanticipated Revenue from Grant Award (\$460,000) 4/5th Vote Required

Sarah Williams/Planning Director acknowledged Mikey Goralnik who has spearheaded this project, and introduced Ben Goger/Housing Development

Specialist who gave the staff report. Supervisor Sweeney noted a discrepancy on the budget action which also includes the in-kind contribution. No public input. Discussion ensued regarding the public engagement process and the need for updates to the Board.

ACTION:

The item was approved with a corrected budget action.

RESULT: ADOPTED AS AMENDED [UNANIMOUS]

MOVER: Miles Menetrey, District V Supervisor

SECONDER: Rosemarie Smallcombe, District I Supervisor

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

Adjourn LTC

9:52 AM Chair Long adjourned the LTC meeting.

Reconvene as Board of Supervisors

9:52 AM Chair Long reconvened the Board of Supervisors meeting.

I. Regular Agenda Items

1. Public Works RES-2021-688

Review Emergency Repair Work on White Rock Road as Required by Public Contract Code Section 22050(C)(1); and Adopt a Finding that There is a Need to Continue the Emergency Action Pursuant to Public Contract Code Section 22050 4/5ths Vote Required

Shannon Hansen/Interim Public Works Director gave the staff report noting that, due to the holidays, receipt of materials is not expected until January 17th. No public comment.

RESULT: ADOPTED [UNANIMOUS]

MOVER: Miles Menetrey, District V Supervisor

SECONDER: Wayne Forsythe, District IV Supervisor

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

2. Public Works/Solid Waste RES-2021-689

Adopt a Resolution Affirming an Exemption from the Requirements of Mandatory Organics Collection Services Related to SB 1383

Shannon Hansen gave the staff report. No public comment.

RESULT: ADOPTED [UNANIMOUS]

MOVER: Tom Sweeney, District II Supervisor

SECONDER: Wayne Forsythe, District IV Supervisor

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

3. Sheriff's Office RES-2021-690

Approve a Subscription Agreement with Vigilant Solutions for Software Services; and Authorize the Sheriff to Sign the Agreement

Jeremy Briese/Sheriff - Coroner - Public Administrator gave the staff report. No public comment.

RESULT: ADOPTED [UNANIMOUS]

MOVER: Wayne Forsythe, District IV Supervisor

SECONDER: Miles Menetrey, District V Supervisor

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

4. Health and Human Services RES-2021-691

Approve the Allocation of One Additional Full Time Staff Services Analyst I/II Position in the Health and Human Services Health Division Budget Effective Immediately

Kristina Allen/HHSA Public Health Deputy Director noted that this item would be funded by regular agenda item number 7, but would be a Health Equity Officer position. No public input.

RESULT: ADOPTED [UNANIMOUS]

MOVER: Rosemarie Smallcombe, District I Supervisor

SECONDER: Wayne Forsythe, District IV Supervisor

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

5. HHS/Behavioral Health & Recovery Services RES-2021-692

Ratify the Mental Health Director's and Auditor's Signatures on the Program Startup Funding Claiming Form; Approve Acceptance of Behavioral Health Quality Improvement Program (BH-QIP) Allocation Funding from the California Department of Health Care Services in the Amount Not to Exceed \$616,867; and Authorize the Director of Mariposa County Health and Human Services Agency (HHSA) to Accept This Allocation and Implement the Associated Activities

Baljit Hundal gave the staff report, and discussed a CalAIM briefing sheet that she provided. Supervisor Smallcombe discussed the support on the state level for this initiative.

RESULT: ADOPTED [UNANIMOUS]

MOVER: Rosemarie Smallcombe, District I Supervisor

SECONDER: Tom Sweeney, District II Supervisor

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

6. **HHS/Public Health RES-2021-693**

Approve Acceptance of Public Health Workforce Development (WFD) Supplemental Allocation Funding from the California Department of Public Health in the Amount Not to Exceed \$472,836; and Authorize the Director of Mariposa County Health and Human Services Agency (HHSA) to Accept This Allocation and Implement the Associated Activities; Approve Budget Action Increasing Revenue and Appropriations in the New WFD Fund Budget for Revenue to be Received (\$472,836) 4/5ths Vote Required

Kristina Allen gave the staff report, noting that this is a two-year grant. No public input.

RESULT: ADOPTED [UNANIMOUS]

MOVER: Rosemarie Smallcombe, District I Supervisor

SECONDER: Tom Sweeney, District II Supervisor

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

7. **HHS/Public Health RES-2021-694**

Approve Acceptance of California Equitable Recovery Initiative (CERI) Allocation Funding from the California Department of Public Health in the Amount Not to Exceed \$300,000; and Authorize the Director for Mariposa County Health and Human Services Agency (HHSA) to Accept This Allocation and Implement the Associated Activities; Approve Budget Action Increasing Revenue and Appropriations in the New CERI Fund Budget for Revenue to be Received (\$300,000) 4/5ths Vote Required

Kristina Allen gave the staff report, noting that this person will work on accreditation, as well as the Community Health Improvement Plan (CHIP) and the Community Health Assessment (CHA) which will be heavy lifts. No public input.

RESULT: ADOPTED [UNANIMOUS]

MOVER: Rosemarie Smallcombe, District I Supervisor

SECONDER: Wayne Forsythe, District IV Supervisor

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

8. **Administration (ID # 12390)**

Discussion and Possible Direction Regarding the CSA3 Annual Assessment for Fire Equipment and Facilities

Dallin Kimble gave the staff report noting the history of County Service Area 3 (CSA3) and advising that analysis shows that the remaining debt service can be covered with the funds that are remaining and requested Board direction. During public comment, Steve Ward/CAL FIRE County Fire Chief acknowledged that CSA3 funds have been managed appropriately and spoke to the need to have some kind of future funding to sustain the fire department facilities. Board discussion ensued regarding CSA3, the fire fleet replacement schedule, and the uses for Measure M monies.

DIRECTION:

The CAO is to bring back whatever actions are necessary to end CSA3 and pay off the engine lease.

RESULT: DIRECTION GIVEN

Recess

10:39 AM Chair Long paused the meeting for a brief break and reconvened at 10:46 AM.

9. Administration (ID # 12425)

Discussion and Direction Regarding Fire Protection Responsibility in the Town of Mariposa

Dallin Kimble gave the staff report noting the history of fire protection by the Mariposa Public Utility District (MPUD), and advising that the County has been approached with a request to take over that fire protection. No public comment. Board discussion ensued regarding potential funding and the need for public engagement regarding service levels.

DIRECTION:

The CAO is to continue the negotiations regarding transferring fire protection for the area within the MPUD service area to the County.

RESULT: DIRECTION GIVEN

10. Clerk of the Board of Supervisors 2021-ORD-1169

Waive the Second Reading and Adopt an Ordinance Amending Chapter 2.04.010 of the Mariposa County Code, Titled "An Ordinance Removing Provision Requiring Cancellation of Regular Board Meetings on Countywide Election Days"

René LaRoche/Clerk of the Board gave the report. No public input. Supervisor Forsythe noted concerns regarding the number of Board meetings, and requested that it be included as a topic of this year's Strategic Planning session.

RESULT: ADOPTED [UNANIMOUS]

MOVER: Wayne Forsythe, District IV Supervisor

SECONDER: Rosemarie Smallcombe, District I Supervisor

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

11. Clerk of the Board of Supervisors (ID # 12377)

Discussion and Direction Regarding the Assessment Appeals Board

René LaRoche gave the staff report. Vince Kehoe/Assessor - Recorder echoed the comments, noted that many other counties are also having trouble recruiting appraisers for their Assessor's departments, and discussed the types of appeals that might be heard. During public comment, Jonathon Noel spoke in support of dissolving the AAB.

DIRECTION:

The Clerk of the Board is to bring back the necessary action to dissolve the Assessment Appeals Board and transfer the function back to the Board of Supervisors.

RESULT: DIRECTION GIVEN

J. Items removed from Consent Agenda

None.

K. Board Information

Information received.

Recess

11:48 AM Chair Long recessed the meeting for lunch.

L. 2:00 PM Reconvened

1. Administration/Community Development RES-2021-695

Authorize the Board of Supervisors Chair to Sign a Letter of Support for an Office of Planning and Research Grant to Fund a Central Sierra Woody Feedstock Supply Organization Study (Cole Przybyla, Tuolumne County Innovation/Business Assistance Director)

Dallin Kimble/CAO introduced Cole Przybyla/Tuolumne County Economic Development Director who gave the report accompanied by a PowerPoint presentation. No public comment. Board discussion ensued regarding the how the program will work. Supervisor Smallcombe suggested other organizations and people that Mr. Przybyla should contact on the subject.

RESULT: ADOPTED [UNANIMOUS]

MOVER: Miles Menetrey, District V Supervisor

SECONDER: Wayne Forsythe, District IV Supervisor

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

2. Board of Supervisors RES-2021-696

Adopt a Resolution of Intention to Form the Central Sierra Broadband Utility Zone Consortium

Supervisor Smallcombe gave the staff report. No public comment.

RESULT: ADOPTED [UNANIMOUS]

MOVER: Rosemarie Smallcombe, District I Supervisor

SECONDER: Tom Sweeney, District II Supervisor

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

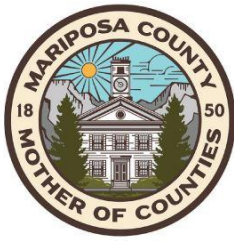
M. Adjournment

2:40 PM Chair Long adjourned the meeting in memory of Rosalie (Rose) Ruth Muller, Harry Chesley Inge, Jr., and Roberta Bruce Spelt.

Respectfully submitted,

René LaRoche
Clerk of the Board

Marshall Long
Chair, Board of Supervisors



MARIPOSA COUNTY

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



D.6

MEETING: January 18, 2022

TO: The Board of Supervisors

FROM: Rene LaRoche, Clerk of the Board

RE: CAO (Purchasing Agent) Signed Agreements

RECOMMENDATION AND JUSTIFICATION:

Receive the List of Agreements Entered into by the County Administrative Officer (CAO) (Purchasing Agent) Pursuant to County Code Chapter 3.08, Entered into, Received and Processed in December of 2021.

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

BACKGROUND AND HISTORY OF BOARD ACTIONS:

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

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

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

ATTACHMENTS:

CAO approved agreements 1-18-22 (PDF)

RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]

MOVER: Marshall Long, District III Supervisor

SECONDER: Tom Sweeney, District II Supervisor

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

BOARD REPORT ON CAO EXECUTED CONTRACTS

Board Agenda Item for January 18, 2022

Contractor	Amount	Term	Service	Department
Coulterville Visitors Center	\$25,670	11-1-21 to 10-31-22	Operation of the Coulterville Visitors Center	Admin
Client First	\$40,000	1-1-22 to 12-31-22	Consultant and Engineer Support for support of active directory and domain services, troubleshooting existing network and systems issues, and develop a plan to resolve them.	Admin - IT
Bakersfield Behavioral Healthcare	\$40,000	7-1-21 to 6-30-22	Psychiatric Inpatient Services	HHSA
TracNet	\$49,226	7-1-21 to 6-30-22	Software License Agreement	SO
PA= Purchasing Agent (CAO)				
APA= Assistant Purchasing Agent (Department Head)				



MARIPOSA COUNTY

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



D.7

MEETING: January 18, 2022

TO: The Board of Supervisors

FROM: Rene LaRoche, Clerk of the Board

RE: Department Head Signed Agreements

RECOMMENDATION AND JUSTIFICATION:

Receive the List of Agreements Entered into by the Mariposa County Department Heads (Assistant Purchasing Agents) Pursuant to County Code Chapter 3.08 Entered Into, Received and Processed in December of 2021.

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

BACKGROUND AND HISTORY OF BOARD ACTIONS:

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

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

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

ATTACHMENTS:

Department Head approved agreements 1-18-22 (PDF)

RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]

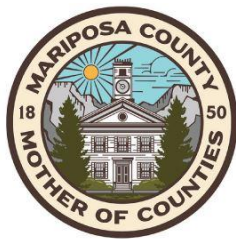
MOVER: Marshall Long, District III Supervisor

SECONDER: Tom Sweeney, District II Supervisor

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

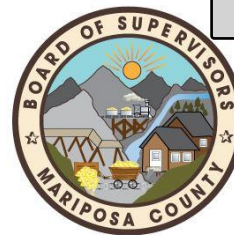
BOARD REPORT ON DEPARTMENT HEAD EXECUTED**CONTRACTS** Board Agenda Item for January 18, 2022

Contractor	Amount	Term	Service	Department
Professional Health Services, Inc.	\$2,500	1-1-22 to 12-31-22	Annual online respiratory evaluations	Fire
Ken Marsiglia	\$1,000	12-1-21 to 6-30-22	Voice-over for SoC Trainings	HHSA
35-A District Agricultural Association	\$400	11-6-21 to 11-6-21	COVID Booster Clinic	HHSA
American Leak Detection	\$495	DOE to 12-31-21	Leak detection at Coulterville pool	PW
Hoffman Electric Services	\$1,450.00	10-29-21 to 10-28-22	Smoke detectors at Government Center	PW
Sweetster Associates, Inc.	\$4,000	11-9-21 to 12-31-21	Waste removal from encampment	PW
PA= Purchasing Agent (CAO)				
APA= Assistant Purchasing Agent (Department Head)				



MARIPOSA COUNTY

Health and Human Services • (209) 966-2000



RESOLUTION - ACTION REQUESTED 2022-33

MEETING: January 18, 2022

TO: The Board of Supervisors

FROM: Shannon Gadd, Health and Human Services Agency Director

RE: Ratify the Acceptance of Approval for Stericycle, Inc.

RECOMMENDATION AND JUSTIFICATION:

Ratify an agreement with Stericycle, Inc. for shredding services, effective date is October 11, 2021 and will automatically renew on a month to month basis until terminated.

The County currently has an Agreement with Stericycle Inc. to provide on-site confidential document shredding services to the Health and Human Services Agency (HHSA). This agreement was approved and executed by the Director of HHSA. It is requested that the Board ratify this agreement since Mariposa County Code mandates that the Board of Supervisors review and approve all agreements with a term longer than one year.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

Board of Supervisors approved a separate agreement with Stericycle to provide hazardous drug disposal services on December 17, 2019 through Resolution No. 2019-726.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Failure to ratify this Agreement will result in the County's inability to provide payment for services in accordance with Mariposa County Code.

FINANCIAL IMPACT:

There is no impact to the General Fund.

ATTACHMENTS:

Shred-It 2022 - Wsignatures - DH 11.03.2021 (PDF)

RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]

MOVER: Marshall Long, District III Supervisor

SECONDER: Tom Sweeney, District II Supervisor

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

AGREEMENT ROUTING SHEET

D.8.a

To: Danielle Bondshu or Tracy Gauthier Dept.: Clerk of the Board Date: _____

From: _____ Agreement with: _____

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? 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: _____ Vendor Email: _____
(Name of person signing the agreement, and their title) (Email of signee)

For: _____ Term: _____
(Provide a brief description of the service provided or product purchased, i.e. "Police service dog training", "Annual Senior Health Fair", etc.) (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.) (not if a MT Item)

Section 3: PURCHASING AUTHORIZATION (Complete the appropriate Section 3. field.)

- ☐ **BOARD ACTION** M/Traq ID # or Res No.: _____ Scheduled Date: _____
(if electronic version do not include MT face sheet)
- ☐ **PURCHASING CODE** (CAO or Department Heads - County Code Chapter 3.08):
- ☐ \$ _____ **DEPARTMENT HEADS, Under \$10,000** (MCC Section 3.08.050):
Assistant Purchasing Agents (Department Heads) are authorized to obtain services, supplies and equipment; (Amount limited to what is budgeted and must be a one year, or less, contract term.)
(May not purchase or lease real property or storage space without the Purchasing Agent's approval.)
- ☐ \$ _____ **CAO as Purchasing Agent, Under \$50,000** (MCC Section 3.08.090):
(Amount limited to what is budgeted and must be a one year, or less, contract term.)
- ☐ **INDEMNIFICATION AGREEMENTS** (Res. 05-117 and 04-346) \$ _____
- ☐ **INTERDEPARTMENTAL AGREEMENTS & MOUS** _____

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 Department.
- **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.

Standard Agreement
Effective Date 10.11.2021 between Stericycle, Inc and County of Mariposa located at 5362 Lemee Lane, Mariposa, California, 95338

Contract Entities: (Sold to) :

Customer/Company Name: County of Mariposa

Address 1: 5362 Lemee Lane

Address 2:

City / State / Zip: Mariposa, California, 95338

Phone: 2097420989

Email: mcornwell@mariposacounty.org

Contact: Michael Cornwell

Title: Deputy Director, Administration

Billing Information

Billing Contact/Company Name: County of Mariposa

Address 1: 5362 Lemee Lane

Address 2:

City / State / Zip: Mariposa, California, 95338

Phone: 2097420989

Email: smeek@mariposacounty.org

Contact: Sondra Meek

Title: Senior Account Clerk

Account Information	Service/Equipment Name	Pick up Frequency	Planned Units for Pick Up	Contracted Price	Additional Fees	Price Increase	Renewal Date	Surcharges
Account Name: County of Mariposa Address: 5362 Lemee Lane, Mariposa, California, United States, 95338	REGULAR SERVICE OFF-SITE (PAPER)	Every 4 Weeks	1 Each	\$ 100.00 minimum per pickup	N/A	N/A	Oct 10, 2022	Metro Surcharge: \$ 0 Per Stop Environmental Surcharge: Per Index Table Fuel Surcharge: Per Index Table Recycling Recovery Surcharge: Per Index Table Recycling Recovery Cap: %
Account Name: County of Mariposa Address: 5362 Lemee Lane, Mariposa, California, United States, 95338	CONSOLE (STANDARD)	Every 4 Weeks	5 Each	\$ 20.00 per container Minimum include 1 each	N/A	N/A	Oct 10, 2026	Metro Surcharge: \$ 0 Per Stop Environmental Surcharge: Per Index Table Fuel Surcharge: Per Index Table Recycling Recovery Surcharge: Per Index Table Recycling Recovery Cap: %

Attachment: Shred-It 2022 - Wsignatures - DH 11.03.2021 (RES-2022-33 : Ratify the Acceptance of Approval for Stericycle, Inc.)

Contract Effective Date: 10.11.2021

GPO: NONE

Service Guarantee: Stericycle guarantees to deliver the highest quality service at all times. Any complaints about the quality of service which have not been resolved in the normal course of business should be communicated to Stericycle by written notice to the Account Care department at the address listed below. If Stericycle fails to resolve any material service complaint within thirty (30) days, the customer may terminate this Agreement provided all equipment is paid for at the then current replacement values or returned to Stericycle in good and usable condition

IN WITNESS WHEREOF, this Agreement has been duly executed on the day, month and year written below.*

The offer will expire 10.10.2022

Stericycle:

Contracting Entity: **Stericycle Inc.**

Name:

Jordan Barnes

Title:

Sales Executive

Date:

11/03/2021

Signature:

5EB8B5E04EF

ZorroSign

By signing above, I acknowledge that I am the Customer's authorized officer or agent and that I have the authority to bind Customer to this Agreement. Customer agrees to be bound by these terms and conditions and comply with Stericycle's Waste Acceptance Policy, both of which are integral parts of this Agreement.

Stericycle, Inc. 2355 Waukegan Road, Bannockburn, IL 60045 P (866) 783-7422. F (866) 783-7432

Customer:

Customer/Company:

County of Mariposa

Name:

Shannon Gadd

Title:

Director, HHSA

Date:

11/02/2021

Signature:

5EB8B5E04DB

ZorroSign

Approved as to Legal Form:

5EB8B5E04D1

ZorroSign

Steven W. Dahlem, County Counsel:

Mariposa County

Attachment: Shred-It 2022 - Wsignatures - DH 11.03.2021 (RES-2022-33 : Ratify the Acceptance of Approval for Stericycle, Inc.)

TERMS AND CONDITIONS

1. Introduction

Stericycle, Inc., a Delaware corporation, on behalf of itself and its subsidiaries, with offices at 2355 Waukegan Road, Bannockburn, IL 60015 (collectively, Stericycle), and Mariposa County Health Services with offices at 5362 Lemee Lane, Mariposa, California, United States, 95338 (Customer), hereby enter into and agree as provided in this Services Agreement (the Agreement) dated 10/11/2021 (the Effective Date).

2. Services

Stericycle will provide containers and related equipment (Equipment) for the collection and storage of Customer's paper and other agreed upon materials (CCM). The number of containers will be determined by Stericycle. Stericycle will: (i) collect the CCM on a regularly scheduled and mutually agreed basis, (ii) destroy the CCM using a mechanical device (the Destruction Process), (iii) provide Customer with a Certificate of Destruction if requested by Customer, and (iv) recycle or otherwise dispose of the CCM. Customer shall not place in any Equipment any hazardous waste, any material that is highly flammable, explosive, toxic, a biohazard, medical waste, or radioactive, or any material that is illegal or unsafe (Prohibited Materials). Customer shall be liable for damages resulting from the placement of any Prohibited Materials in any Equipment.

3. Terms of this Agreement; Renewal

Term of this Agreement. (a) The initial term of this Agreement (the Initial Term) will begin on the Effective Date set forth above and continue for 12 months. This Agreement will automatically renew on a month to month basis (Extension Term), until either party gives the other party 30 days' prior written notice of its request to terminate this Agreement. The Initial Term and each Extension Term, if any, are collectively referred to as the Term. (b) Upon the expiration or termination of this Agreement, Customer shall pay Stericycle all amounts due for services and products provided prior to the expiration or termination (and any other amounts due to Stericycle, which may include a final pickup fee). (c) Stericycle shall have the right to retrieve its Equipment from Customer wherever located.

4. Pricing

Customer shall pay to Stericycle the service fees and surcharges as set forth on page 1 (collectively Service Fees). Stericycle reserves the right, in its sole discretion, to increase the amount of each Service Fee or adjust or add a surcharge from time to time. Shred-It will provide notice of any change in the Service Fees to Customer, which notice may be in the form of an invoice. Notwithstanding anything to the contrary, Customer shall pay the Minimum Charge if Customer declines or cancels a scheduled service or if Customer's location is closed during a scheduled service. For services rendered beyond the stated quantities, the total charge will increase based on the amount of units serviced at the applicable additional container rate, extra material unit rate or the current Shred-It standard list price. Customer agrees to pay ancillary charges according to the then-current Schedule of Ancillary Charges at www.shredit.com (Schedule), which is incorporated by reference as if fully set forth herein and is subject to change from time to time in Stericycle's discretion.

5. Payment Terms; Billing

Customer shall pay in full each Stericycle invoice within Net 30 days of the date of such invoice. Any invoiced amounts not received by Stericycle within that timeframe will be subject to a late fee of 1.5% per month on the past due balance (or the maximum amount allowed by law). Customer shall reimburse Stericycle for all costs that it incurs in collecting overdue amounts from Customer. Stericycle may, with notice, suspend services until any overdue amounts (plus late fees and collection fees, if any) are paid. Customer shall also pay all taxes imposed by any governmental authority with respect to the purchase of any services and products hereunder, including all sales, use, excise, occupation, franchise and similar taxes and tax-like fees and charges (but excluding all taxes on Stericycle's net income). Stericycle will cooperate with Customer to determine the applicability of exemption certificates, if any, that Customer provides in a timely manner to Stericycle.

6. Early Termination

In the event that Customer terminates this Agreement prior to the expiration of the Term other than as set forth in Section 7 Customer shall promptly pay Stericycle (a) all unpaid invoices and any late charges thereon; and (b) an amount equal to 50% of Customer's

average monthly charge multiplied by the number of months (including any partial months) remaining until the expiration date of the Term.

7. Default & Termination for Cause

Either party may immediately terminate this Agreement, in whole or in part, upon written notice to the other party if the other party breaches any material provision of this Agreement and fails to cure such breach within thirty five (35) days following receipt of written notice of such breach. Documented service or performance deficiencies by Stericycle or nonpayment by Customer of amounts rightfully owed to Stericycle or Customer's failure to comply with Stericycle policies related to the Services shall constitute a material breach.

8. Limitation of Liability; Disclaimer of Warranties

In no event shall either party be liable for any indirect, exemplary, punitive, special, incidental or consequential damages, or lost profits, lost revenue, lost business opportunities or the cost of substitute items or services under or in connection with this Agreement. Stericycle's aggregate liability, if any, arising under this Agreement or the provision of Services to Customer is limited to the amount of the Service Fees received by Stericycle from Customer under the Agreement during the preceding twelve (12) month period prior to the alleged liability.

9. Indemnification

Stericycle shall indemnify and hold Customer harmless from any liabilities arising from the acts and omissions, negligent or otherwise, of Stericycle, its employees and/or agents, in the performance of its obligations under this Agreement. Customer shall indemnify and hold harmless Stericycle from any liabilities arising from the acts and omissions, negligent or otherwise, of Customer, its employees and/or agents, which shall include, but not be limited to, the placement of Prohibited Materials in the Equipment. Notwithstanding anything to the contrary hereunder, Stericycle agrees that it has no rights of any kind to the project for which Customer is engaging Stericycle's services hereunder and, accordingly, in no event shall Stericycle be entitled to injunctive relief to enjoin, restrain or interfere with the exploitation and/or promotion in any manner of such project.

10. Compliance Materials

To the extent that Stericycle provides Customer with electronic or printed materials (Compliance Materials), it provides these subject to a limited license to Customer to use Compliance Materials for its own, non-commercial use. Stericycle may revoke this license at any time. Customer may not copy or distribute Compliance Materials or use or republish Compliance Materials for or to any third party or audience. Customer agrees to return all Compliance Materials to Stericycle at Customer's expense at the expiration or termination of this Agreement. Stericycle may charge Customer a fee of \$ PLEASE ADD AMOUNT HERE for failure to return Compliance Materials.

11. Confidentiality

Customer agrees to not disclose to any third parties Stericycle pricing, policies and procedures. Stericycle will keep confidential all Customer confidential information provided to Stericycle in connection with this Agreement and will use the same solely for the purposes provided in this Agreement. As used herein, confidential information means any information provided to Stericycle in confidence that relates to Customer's property, business and/or affairs, other than (i) information that is or has become publicly available due to disclosure by Customer or by a third party having a legal right to make such disclosure and (ii) information previously known to Stericycle free of any obligation to keep it confidential prior to receipt of the same from Customer.

12. Compliance with Laws and Policies

Each party shall comply with all laws, rules and regulations applicable to its performance hereunder.

13. Excuse of Performance

Neither party will be responsible if its performance of any act(s) required hereunder (other than the payment of any amounts due) is interrupted or delayed due to any reason beyond its reasonable control.

14. Equipment

Customer shall have the care, custody and control of any containers and other equipment owned by Stericycle and placed at Customer's premises (Equipment) and accepts responsibility and liability for the Equipment and its contents. Any damage or loss to such Equipment, other than normal wear and tear, will be charged to Customer at full replacement value. However, in no event shall Customer be liable or responsible for damage to the Equipment to the extent caused by the acts or omissions, negligent or otherwise, of Stericycle, its employees and/or agents.

15. Exclusivity

Except as set forth in the GPO Agreement, during the Term Stericycle shall be the exclusive provider of the Services to Customer at all of its locations.

16. Brokers

Stericycle reserves the right to deal solely with the Customer and not with any third party agents of the Customer for all purposes relating to this Agreement. Customer represents and warrants to Stericycle that it is acting for its own account and not through a broker or agent. Stericycle shall be entitled to terminate this agreement and seek all available legal remedies, including but not limited to liquidated damages, in the amount set forth herein for Customer's breach of this representation and warranty.

17. Entire Agreement; Purchase Orders

This Agreement constitutes the entire agreement between the parties relating to the subject matter of this Agreement and supersedes any prior agreements and arrangements between the parties. No term or condition contained in a Customer purchase order or any other invoice acknowledgment shall be binding upon Stericycle unless agreed to by Stericycle in writing.

18. Amendment and Waiver; Saving Clause; Survival

Changes in the types, size and amount of equipment and the frequency of service may be mutually agreed to in writing by the parties, without affecting the validity of this Agreement. All other amendments to this Agreement shall be effected only by a written instrument executed by the parties. No waiver shall be effective unless submitted in writing by the party granting such waiver. No waiver of any provision of this Agreement shall be deemed a waiver of any other provision of this Agreement and no waiver of any breach or duty under this Agreement shall be deemed a waiver of any other breach or later instances of the same duty.

19. Assignment

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, legal representatives and heirs; provided, however, that Customer may not assign its rights or delegate its obligations under this Agreement to any unaffiliated entity of Customer without the prior written consent of Stericycle.

20. Independent Contractor

Stericycle's relationship with Customer is that of an independent contractor, and nothing in this Agreement shall be construed to designate Stericycle as an employee, agent or partner of or a joint venture with Customer.

21. Notices; Counterparts

(a) All required notices, or those which the parties may desire to give under this Agreement shall be in writing and sent to the Customer's address set forth on the first page of this Agreement, and in the case of Stericycle, to the Stericycle legal Department at: 2355 Waukegan Road, Bannockburn, IL 60015, Attn: Legal Department. Notices shall be effective when received. (b) This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which when taken together shall constitute one and the same instrument. A copy, facsimile or electronic document of this Agreement shall be as effective as an original.

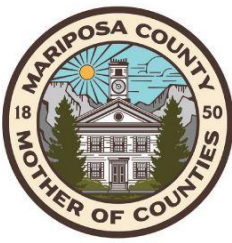
Attachments

Attachment: Service Compliance

REGULAR SERVICE | OFF-SITE (PAPER)

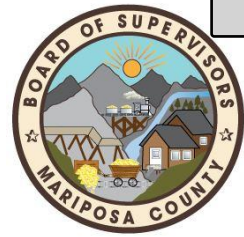
CONSOLE (STANDARD)

Attachment: Shred-It 2022 - Wsignatures - DH 11.03.2021 (RES-2022-33 : Ratify the Acceptance of Approval for Stericycle, Inc.)



MARIPOSA COUNTY

Health and Human Services • (209) 966-2000



D.9

RESOLUTION - ACTION REQUESTED 2022-34

MEETING: January 18, 2022

TO: The Board of Supervisors

FROM: Shannon Gadd, Health and Human Services Agency Director

RE: Approve Amendment 1 to Agreement with Stericycle - Document Shredding Services

RECOMMENDATION AND JUSTIFICATION:

Approve Amendment 1 to Agreement with Stericycle, Inc to provide on-site confidential document shredding services at 5300 California 49, Mariposa, California; and authorize the Board of Supervisors Chair to sign the Amendment.

The County currently has an Agreement with Stericycle Inc. to provide on-site confidential document shredding services to the Health and Human Services Agency (HHSA). The term of the agreement is October 11, 2021 through October 10, 2022 and will automatically renew on a month to month basis until terminated. HHSA requests amendment to include listed building as an additional location to receive on-site confidential document shredding services from Stericycle, Inc. within the current agreement.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

Board of Supervisors approved a separate agreement with Stericycle to provide hazardous drug disposal services on December 17, 2019 through Resolution No. 2019-726.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Failure to approve this Amendment will result in HHSA not maintaining on-site confidential document shredding services for the entire agency.

FINANCIAL IMPACT:

There is no impact to the General Fund.

ATTACHMENTS:

Shred-It 2022 - Wsignatures - DH 11.03.2021 (PDF)
Mariposa County 5300 12-9 v2 (PDF)

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**

MOVER: Marshall Long, District III Supervisor

SECONDER: Tom Sweeney, District II Supervisor

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

AGREEMENT ROUTING SHEET

D.9.a

To: Danielle Bondshu or Tracy Gauthier Dept.: Clerk of the Board Date: _____

From: _____ Agreement with: _____

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? 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: _____ Vendor Email: _____
(Name of person signing the agreement, and their title) (Email of signee)

For: _____ Term: _____
(Provide a brief description of the service provided or product purchased, i.e. "Police service dog training", "Annual Senior Health Fair", etc.) (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.) (not if a MT Item)

Section 3: PURCHASING AUTHORIZATION (Complete the appropriate Section 3. field.)

- ☐ **BOARD ACTION** M/Traq ID # or Res No.: _____ Scheduled Date: _____
(if electronic version do not include MT face sheet)
- ☐ **PURCHASING CODE** (CAO or Department Heads - County Code Chapter 3.08):
- ☐ \$ _____ **DEPARTMENT HEADS, Under \$10,000** (MCC Section 3.08.050):
Assistant Purchasing Agents (Department Heads) are authorized to obtain services, supplies and equipment; (Amount limited to what is budgeted and must be a one year, or less, contract term.)
(May not purchase or lease real property or storage space without the Purchasing Agent's approval.)
- ☐ \$ _____ **CAO as Purchasing Agent, Under \$50,000** (MCC Section 3.08.090):
(Amount limited to what is budgeted and must be a one year, or less, contract term.)
- ☐ **INDEMNIFICATION AGREEMENTS** (Res. 05-117 and 04-346) \$ _____
- ☐ **INTERDEPARTMENTAL AGREEMENTS & MOUS** _____

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 Department.
- **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.

Standard Agreement

Effective Date 10.11.2021 between Stericycle, Inc and County of Mariposa located at 5362 Lemee Lane, Mariposa, California, 95338

Contract Entities: (Sold to) :

Customer/Company Name: County of Mariposa
 Address 1: 5362 Lemee Lane
 Address 2:
 City / State / Zip: Mariposa, California, 95338
 Phone: 2097420989
 Email: mcornwell@mariposacounty.org
 Contact: Michael Cornwell
 Title: Deputy Director, Administration

Billing Information

Billing Contact/Company Name: County of Mariposa
 Address 1: 5362 Lemee Lane
 Address 2:
 City / State / Zip: Mariposa, California, 95338
 Phone: 2097420989
 Email: smeek@mariposacounty.org
 Contact: Sondra Meek
 Title: Senior Account Clerk

Account Information	Service/Equipment Name	Pick up Frequency	Planned Units for Pick Up	Contracted Price	Additional Fees	Price Increase	Renewal Date	Surcharges
Account Name: County of Mariposa Address: 5362 Lemee Lane, Mariposa, California, United States, 95338	REGULAR SERVICE OFF-SITE (PAPER)	Every 4 Weeks	1 Each	\$ 100.00 minimum per pickup	N/A	N/A	Oct 10, 2022	Metro Surcharge: \$ 0 Per Stop Environmental Surcharge: Per Index Table Fuel Surcharge: Per Index Table Recycling Recovery Surcharge: Per Index Table Recycling Recovery Cap: %
Account Name: County of Mariposa Address: 5362 Lemee Lane, Mariposa, California, United States, 95338	CONSOLE (STANDARD)	Every 4 Weeks	5 Each	\$ 20.00 per container Minimum include 1 each	N/A	N/A	Oct 10, 2026	Metro Surcharge: \$ 0 Per Stop Environmental Surcharge: Per Index Table Fuel Surcharge: Per Index Table Recycling Recovery Surcharge: Per Index Table Recycling Recovery Cap: %

Contract Effective Date: 10.11.2021

GPO: NONE

Service Guarantee: Stericycle guarantees to deliver the highest quality service at all times. Any complaints about the quality of service which have not been resolved in the normal course of business should be communicated to Stericycle by written notice to the Account Care department at the address listed below. If Stericycle fails to resolve any material service complaint within thirty (30) days, the customer may terminate this Agreement provided all equipment is paid for at the then current replacement values or returned to Stericycle in good and usable condition

IN WITNESS WHEREOF, this Agreement has been duly executed on the day, month and year written below.*

The offer will expire 10.10.2022

Stericycle:

Contracting Entity: **Stericycle Inc.**

Name:

Jordan Barnes

Title:

Sales Executive

Date:

11/03/2021

Signature:

5EB8B5E04EF

ZorroSign

By signing above, I acknowledge that I am the Customer's authorized officer or agent and that I have the authority to bind Customer to this Agreement. Customer agrees to be bound by these terms and conditions and comply with Stericycle's Waste Acceptance Policy, both of which are integral parts of this Agreement.

Stericycle, Inc. 2355 Waukegan Road, Bannockburn, IL 60045 P (866) 783-7422. F (866) 783-7432

Customer:

Customer/Company:

County of Mariposa

Name:

Shannon Gadd

Title:

Director, HHSA

Date:

11/02/2021

Signature:

5EB8B5E04DB

ZorroSign

Approved as to Legal Form:

5EB8B5E04D1

ZorroSign

Steven W. Dahlem, County Counsel:
Mariposa County

TERMS AND CONDITIONS

1. Introduction

Stericycle, Inc., a Delaware corporation, on behalf of itself and its subsidiaries, with offices at 2355 Waukegan Road, Bannockburn, IL 60015 (collectively, Stericycle), and Mariposa County Health Services with offices at 5362 Lemee Lane, Mariposa, California, United States, 95338 (Customer), hereby enter into and agree as provided in this Services Agreement (the Agreement) dated 10/11/2021 (the Effective Date).

2. Services

Stericycle will provide containers and related equipment (Equipment) for the collection and storage of Customer's paper and other agreed upon materials (CCM). The number of containers will be determined by Stericycle. Stericycle will: (i) collect the CCM on a regularly scheduled and mutually agreed basis, (ii) destroy the CCM using a mechanical device (the Destruction Process), (iii) provide Customer with a Certificate of Destruction if requested by Customer, and (iv) recycle or otherwise dispose of the CCM. Customer shall not place in any Equipment any hazardous waste, any material that is highly flammable, explosive, toxic, a biohazard, medical waste, or radioactive, or any material that is illegal or unsafe (Prohibited Materials). Customer shall be liable for damages resulting from the placement of any Prohibited Materials in any Equipment.

3. Terms of this Agreement; Renewal

Term of this Agreement. (a) The initial term of this Agreement (the Initial Term) will begin on the Effective Date set forth above and continue for 12 months. This Agreement will automatically renew on a month to month basis (Extension Term), until either party gives the other party 30 days' prior written notice of its request to terminate this Agreement. The Initial Term and each Extension Term, if any, are collectively referred to as the Term. (b) Upon the expiration or termination of this Agreement, Customer shall pay Stericycle all amounts due for services and products provided prior to the expiration or termination (and any other amounts due to Stericycle, which may include a final pickup fee). (c) Stericycle shall have the right to retrieve its Equipment from Customer wherever located.

4. Pricing

Customer shall pay to Stericycle the service fees and surcharges as set forth on page 1 (collectively Service Fees). Stericycle reserves the right, in its sole discretion, to increase the amount of each Service Fee or adjust or add a surcharge from time to time. Shred-it will provide notice of any change in the Service Fees to Customer, which notice may be in the form of an invoice. Notwithstanding anything to the contrary, Customer shall pay the Minimum Charge if Customer declines or cancels a scheduled service or if Customer's location is closed during a scheduled service. For services rendered beyond the stated quantities, the total charge will increase based on the amount of units serviced at the applicable additional container rate, extra material unit rate or the current Shred-it standard list price. Customer agrees to pay ancillary charges according to the then-current Schedule of Ancillary Charges at www.shredit.com (Schedule), which is incorporated by reference as if fully set forth herein and is subject to change from time to time in Stericycle's discretion.

5. Payment Terms; Billing

Customer shall pay in full each Stericycle invoice within Net 30 days of the date of such invoice. Any invoiced amounts not received by Stericycle within that timeframe will be subject to a late fee of 1.5% per month on the past due balance (or the maximum amount allowed by law). Customer shall reimburse Stericycle for all costs that it incurs in collecting overdue amounts from Customer. Stericycle may, with notice, suspend services until any overdue amounts (plus late fees and collection fees, if any) are paid. Customer shall also pay all taxes imposed by any governmental authority with respect to the purchase of any services and products hereunder, including all sales, use, excise, occupation, franchise and similar taxes and tax-like fees and charges (but excluding all taxes on Stericycle's net income). Stericycle will cooperate with Customer to determine the applicability of exemption certificates, if any, that Customer provides in a timely manner to Stericycle.

6. Early Termination

In the event that Customer terminates this Agreement prior to the expiration of the Term other than as set forth in Section 7 Customer shall promptly pay Stericycle (a) all unpaid invoices and any late charges thereon; and (b) an amount equal to 50% of Customer's

average monthly charge multiplied by the number of months (including any partial months) remaining until the expiration date of the Term.

7. Default & Termination for Cause

Either party may immediately terminate this Agreement, in whole or in part, upon written notice to the other party if the other party breaches any material provision of this Agreement and fails to cure such breach within thirty five (35) days following receipt of written notice of such breach. Documented service or performance deficiencies by Stericycle or nonpayment by Customer of amounts rightfully owed to Stericycle or Customer's failure to comply with Stericycle policies related to the Services shall constitute a material breach.

8. Limitation of Liability; Disclaimer of Warranties

In no event shall either party be liable for any indirect, exemplary, punitive, special, incidental or consequential damages, or lost profits, lost revenue, lost business opportunities or the cost of substitute items or services under or in connection with this Agreement. Stericycle's aggregate liability, if any, arising under this Agreement or the provision of Services to Customer is limited to the amount of the Service Fees received by Stericycle from Customer under the Agreement during the preceding twelve (12) month period prior to the alleged liability.

9. Indemnification

Stericycle shall indemnify and hold Customer harmless from any liabilities arising from the acts and omissions, negligent or otherwise, of Stericycle, its employees and/or agents, in the performance of its obligations under this Agreement. Customer shall indemnify and hold harmless Stericycle from any liabilities arising from the acts and omissions, negligent or otherwise, of Customer, its employees and/or agents, which shall include, but not be limited to, the placement of Prohibited Materials in the Equipment. Notwithstanding anything to the contrary hereunder, Stericycle agrees that it has no rights of any kind to the project for which Customer is engaging Stericycle's services hereunder and, accordingly, in no event shall Stericycle be entitled to injunctive relief to enjoin, restrain or interfere with the exploitation and/or promotion in any manner of such project.

10. Compliance Materials

To the extent that Stericycle provides Customer with electronic or printed materials (Compliance Materials), it provides these subject to a limited license to Customer to use Compliance Materials for its own, non-commercial use. Stericycle may revoke this license at any time. Customer may not copy or distribute Compliance Materials or use or republish Compliance Materials for or to any third party or audience. Customer agrees to return all Compliance Materials to Stericycle at Customer's expense at the expiration or termination of this Agreement. Stericycle may charge Customer a fee of \$ PLEASE ADD AMOUNT HERE for failure to return Compliance Materials.

11. Confidentiality

Customer agrees to not disclose to any third parties Stericycle pricing, policies and procedures. Stericycle will keep confidential all Customer confidential information provided to Stericycle in connection with this Agreement and will use the same solely for the purposes provided in this Agreement. As used herein, confidential information means any information provided to Stericycle in confidence that relates to Customer's property, business and/or affairs, other than (i) information that is or has become publicly available due to disclosure by Customer or by a third party having a legal right to make such disclosure and (ii) information previously known to Stericycle free of any obligation to keep it confidential prior to receipt of the same from Customer.

12. Compliance with Laws and Policies

Each party shall comply with all laws, rules and regulations applicable to its performance hereunder.

13. Excuse of Performance

Neither party will be responsible if its performance of any act(s) required hereunder (other than the payment of any amounts due) is interrupted or delayed due to any reason beyond its reasonable control.

14. Equipment

Customer shall have the care, custody and control of any containers and other equipment owned by Stericycle and placed at Customer's premises (Equipment) and accepts responsibility and liability for the Equipment and its contents. Any damage or loss to such Equipment, other than normal wear and tear, will be charged to Customer at full replacement value. However, in no event shall Customer be liable or responsible for damage to the Equipment to the extent caused by the acts or omissions, negligent or otherwise, of Stericycle, its employees and/or agents.

15. Exclusivity

Except as set forth in the GPO Agreement, during the Term Stericycle shall be the exclusive provider of the Services to Customer at all of its locations.

16. Brokers

Stericycle reserves the right to deal solely with the Customer and not with any third party agents of the Customer for all purposes relating to this Agreement. Customer represents and warrants to Stericycle that it is acting for its own account and not through a broker or agent. Stericycle shall be entitled to terminate this agreement and seek all available legal remedies, including but not limited to liquidated damages, in the amount set forth herein for Customer's breach of this representation and warranty.

17. Entire Agreement; Purchase Orders

This Agreement constitutes the entire agreement between the parties relating to the subject matter of this Agreement and supersedes any prior agreements and arrangements between the parties. No term or condition contained in a Customer purchase order or any other invoice acknowledgment shall be binding upon Stericycle unless agreed to by Stericycle in writing.

18. Amendment and Waiver; Saving Clause; Survival

Changes in the types, size and amount of equipment and the frequency of service may be mutually agreed to in writing by the parties, without affecting the validity of this Agreement. All other amendments to this Agreement shall be effected only by a written instrument executed by the parties. No waiver shall be effective unless submitted in writing by the party granting such waiver. No waiver of any provision of this Agreement shall be deemed a waiver of any other provision of this Agreement and no waiver of any breach or duty under this Agreement shall be deemed a waiver of any other breach or later instances of the same duty.

19. Assignment

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, legal representatives and heirs; provided, however, that Customer may not assign its rights or delegate its obligations under this Agreement to any unaffiliated entity of Customer without the prior written consent of Stericycle.

20. Independent Contractor

Stericycle's relationship with Customer is that of an independent contractor, and nothing in this Agreement shall be construed to designate Stericycle as an employee, agent or partner of or a joint venture with Customer.

21. Notices; Counterparts

(a) All required notices, or those which the parties may desire to give under this Agreement shall be in writing and sent to the Customer's address set forth on the first page of this Agreement, and in the case of Stericycle, to the Stericycle legal Department at: 2355 Waukegan Road, Bannockburn, IL 60015, Attn: Legal Department. Notices shall be effective when received. (b) This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which when taken together shall constitute one and the same instrument. A copy, facsimile or electronic document of this Agreement shall be as effective as an original.

Attachments

Attachment: Service Compliance

REGULAR SERVICE | OFF-SITE (PAPER)

CONSOLE (STANDARD)



Amendment Agreement

This amendment takes effect on 11.29.2021 and modifies the Agreement between MARIPOSA COUNTY HEALTH & HUMAN SERVICES (“Customer”) and Stericycle, Inc. (“Stericycle”) dated 10.11.2021 (“Agreement”).

The parties agree to amend the “Agreement” as follows:

The following service(s) described in Attachment B is(are) added to the location(s) in the Attachment A

The following service(s) described in Attachment B is (are) modified as follows in Attachment A

The following fee(s) described in Attachment B is(are) modified as follows in Attachment A

Services Added

- REGULAR SERVICE | OFF-SITE (PAPER)

Services Removed

- Stericycle’s aggregate liability, if any, arising under this Agreement or the provision of Services to Customer is limited to the amount of the Service Fees received by Stericycle from Customer under the Agreement during the preceding twelve (12) month period prior to the alleged liability.

All other terms, conditions, and obligations in the Agreement shall continue in full force and effect.

Stericycle:

Contracting Entity:

Stericycle Inc.

Name: **Jordan Barnes**

Title: **Sales Executive**

Date:

Signature:

Customer:

Customer/Company

Name:

Title: **Chair, Board of**

Supervisors

Date:

Signature:

By signing above, I acknowledge that I am the Customer’s authorized officer or agent and that I have the authority to bind Customer to this Agreement. Customer agrees to be bound by these terms and conditions and comply with Stericycle’s Waste Acceptance Policy, both of which are integral parts of this Agreement.

Stericycle, Inc. 2355 Waukegan Rd, Bannockburn, IL 60015 P (866) 783-7422 • F (866) 783-7432

Attachments

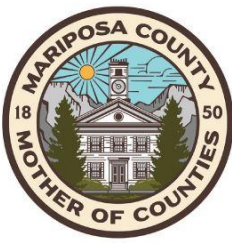
Attachment A: Changes in Service and Fees For Each Ship-to

Service/Equipment Name	Ship-to Name	Ship-to Address	Pick up Frequency	Planned Units for Pick Up	Contracted Price	Additional Fees	Price Increase	Renewal Date	Surcharges
REGULAR SERVICE OFF-SITE (PAPER)	Mariposa County Health Services-HWY 49	5300 California 49, Mariposa, California, United States, 95338	Every 4 Weeks	1 Each	\$ 100.00 minimum per pickup	N/A	API: % Months Until First Price Increase: 12	N/A	Metro Surcharge: \$ 0 Per Stop Environmental Surcharge: Per Index Table Fuel Surcharge: Per Index Table Recycling Recovery Surcharge: Per Index Table Recycling Recovery Cap: %
TOTE-MEDIUM (64G/240L)	Mariposa County Health Services-HWY 49	5300 California 49, Mariposa, California, United States, 95338	N/A	5 Each	\$ 30.50 per container Minimum include 1 each	N/A	API: % Months Until First Price Increase: 12	N/A	N/A Metro Surcharge: \$ 0 Per Stop Environmental Surcharge: Per Index Table Fuel Surcharge: Per Index Table Recycling Recovery Surcharge: Per Index Table Recycling Recovery Cap: %

Attachment B: Changes in Service Description and Compliance

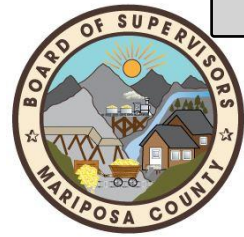
REGULAR SERVICE | OFF-SITE (PAPER)

TOTE-MEDIUM (64G/240L)



MARIPOSA COUNTY

Health and Human Services • (209) 966-2000



D.10

RESOLUTION - ACTION REQUESTED 2022-35

MEETING: January 18, 2022

TO: The Board of Supervisors

FROM: Shannon Gadd, Health and Human Services Agency Director

RE: Approve Amendment 2 to Agreement with Stericycle - Document Shredding Services

RECOMMENDATION AND JUSTIFICATION:

Approve Amendment 2 to Agreement with Stericycle, Inc to provide on-site confidential document shredding services at 5264 Spriggs Lane, Mariposa, California; and authorize the Board of Supervisors Chair to sign the Amendment.

The County currently has an Agreement with Stericycle Inc. to provide on-site confidential document shredding services to the Health and Human Services Agency (HHSA). The term of the agreement is October 11, 2021 through October 10, 2022 and will automatically renew on a month to month basis until terminated. HHSA requests amendment to include listed building as an additional location to receive on-site confidential document shredding services from Stericycle, Inc. within the current agreement.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

Board of Supervisors approved a separate agreement with Stericycle to provide hazardous drug disposal services on December 17, 2019 through Resolution No. 2019-726.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Failure to approve this Amendment will result in HHSA not having on-site confidential document shredding services for the entire agency.

FINANCIAL IMPACT:

There is no impact to the General Fund.

ATTACHMENTS:

Shred-It 2022 - Wsignatures - DH 11.03.2021 (PDF)

Mariposa County- Spriggs 12-9 v2 (PDF)

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**

MOVER: Marshall Long, District III Supervisor

SECONDER: Tom Sweeney, District II Supervisor

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

AGREEMENT ROUTING SHEET

D.10.a

To: Danielle Bondshu or Tracy Gauthier Dept.: Clerk of the Board Date: _____

From: _____ Agreement with: _____

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? 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: _____ Vendor Email: _____
(Name of person signing the agreement, and their title) (Email of signee)

For: _____ Term: _____
(Provide a brief description of the service provided or product purchased, i.e. "Police service dog training", "Annual Senior Health Fair", etc.) (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.) (not if a MT Item)

Section 3: PURCHASING AUTHORIZATION (Complete the appropriate Section 3. field.)

- ☐ **BOARD ACTION** M/Traq ID # or Res No.: _____ Scheduled Date: _____
(if electronic version do not include MT face sheet)
- ☐ **PURCHASING CODE** (CAO or Department Heads - County Code Chapter 3.08):
- ☐ \$ _____ **DEPARTMENT HEADS, Under \$10,000** (MCC Section 3.08.050):
Assistant Purchasing Agents (Department Heads) are authorized to obtain services, supplies and equipment; (Amount limited to what is budgeted and must be a one year, or less, contract term.)
(May not purchase or lease real property or storage space without the Purchasing Agent's approval.)
- ☐ \$ _____ **CAO as Purchasing Agent, Under \$50,000** (MCC Section 3.08.090):
(Amount limited to what is budgeted and must be a one year, or less, contract term.)
- ☐ **INDEMNIFICATION AGREEMENTS** (Res. 05-117 and 04-346) \$ _____
- ☐ **INTERDEPARTMENTAL AGREEMENTS & MOUS** _____

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 Department.
- **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.

Standard Agreement
Effective Date 10.11.2021 between Stericycle, Inc and County of Mariposa located at 5362 Lemee Lane, Mariposa, California, 95338

Contract Entities: (Sold to) :

Customer/Company Name: County of Mariposa

Address 1: 5362 Lemee Lane

Address 2:

City / State / Zip: Mariposa, California, 95338

Phone: 2097420989

Email: mcornwell@mariposacounty.org

Contact: Michael Cornwell

Title: Deputy Director, Administration

Billing Information

Billing Contact/Company Name: County of Mariposa

Address 1: 5362 Lemee Lane

Address 2:

City / State / Zip: Mariposa, California, 95338

Phone: 2097420989

Email: smeek@mariposacounty.org

Contact: Sondra Meek

Title: Senior Account Clerk

Account Information	Service/Equipment Name	Pick up Frequency	Planned Units for Pick Up	Contracted Price	Additional Fees	Price Increase	Renewal Date	Surcharges
Account Name: County of Mariposa Address: 5362 Lemee Lane, Mariposa, California, United States, 95338	REGULAR SERVICE OFF-SITE (PAPER)	Every 4 Weeks	1 Each	\$ 100.00 minimum per pickup	N/A	N/A	Oct 10, 2022	Metro Surcharge: \$ 0 Per Stop Environmental Surcharge: Per Index Table Fuel Surcharge: Per Index Table Recycling Recovery Surcharge: Per Index Table Recycling Recovery Cap: %
Account Name: County of Mariposa Address: 5362 Lemee Lane, Mariposa, California, United States, 95338	CONSOLE (STANDARD)	Every 4 Weeks	5 Each	\$ 20.00 per container Minimum include 1 each	N/A	N/A	Oct 10, 2026	Metro Surcharge: \$ 0 Per Stop Environmental Surcharge: Per Index Table Fuel Surcharge: Per Index Table Recycling Recovery Surcharge: Per Index Table Recycling Recovery Cap: %

Contract Effective Date: 10.11.2021

GPO: NONE

Service Guarantee: Stericycle guarantees to deliver the highest quality service at all times. Any complaints about the quality of service which have not been resolved in the normal course of business should be communicated to Stericycle by written notice to the Account Care department at the address listed below. If Stericycle fails to resolve any material service complaint within thirty (30) days, the customer may terminate this Agreement provided all equipment is paid for at the then current replacement values or returned to Stericycle in good and usable condition

IN WITNESS WHEREOF, this Agreement has been duly executed on the day, month and year written below.*

The offer will expire 10.10.2022

Stericycle:

Contracting Entity: **Stericycle Inc.**

Name:

Jordan Barnes

Title:

Sales Executive

Date:

11/03/2021

Signature:

5EB8B5E04EF

ZorroSign

Customer:

Customer/Company:

County of Mariposa

Name:

Shannon Gadd

Title:

Director, HHSA

Date:

11/02/2021

Signature:

5EB8B5E04DB

ZorroSign

By signing above, I acknowledge that I am the Customer's authorized officer or agent and that I have the authority to bind Customer to this Agreement. Customer agrees to be bound by these terms and conditions and comply with Stericycle's Waste Acceptance Policy, both of which are integral parts of this Agreement.

Stericycle, Inc. 2355 Waukegan Road, Bannockburn, IL 60045 P (866) 783-7422. F (866) 783-7432

Approved as to Legal Form:

5EB8B5E04D1

ZorroSign

Steven W. Dahlem, County Counsel:
Mariposa County

TERMS AND CONDITIONS

1. Introduction

Stericycle, Inc., a Delaware corporation, on behalf of itself and its subsidiaries, with offices at 2355 Waukegan Road, Bannockburn, IL 60015 (collectively, Stericycle), and Mariposa County Health Services with offices at 5362 Lemee Lane, Mariposa, California, United States, 95338 (Customer), hereby enter into and agree as provided in this Services Agreement (the Agreement) dated 10/11/2021 (the Effective Date).

2. Services

Stericycle will provide containers and related equipment (Equipment) for the collection and storage of Customer's paper and other agreed upon materials (CCM). The number of containers will be determined by Stericycle. Stericycle will: (i) collect the CCM on a regularly scheduled and mutually agreed basis, (ii) destroy the CCM using a mechanical device (the Destruction Process), (iii) provide Customer with a Certificate of Destruction if requested by Customer, and (iv) recycle or otherwise dispose of the CCM. Customer shall not place in any Equipment any hazardous waste, any material that is highly flammable, explosive, toxic, a biohazard, medical waste, or radioactive, or any material that is illegal or unsafe (Prohibited Materials). Customer shall be liable for damages resulting from the placement of any Prohibited Materials in any Equipment.

3. Terms of this Agreement; Renewal

Term of this Agreement. (a) The initial term of this Agreement (the Initial Term) will begin on the Effective Date set forth above and continue for 12 months. This Agreement will automatically renew on a month to month basis (Extension Term), until either party gives the other party 30 days' prior written notice of its request to terminate this Agreement. The Initial Term and each Extension Term, if any, are collectively referred to as the Term. (b) Upon the expiration or termination of this Agreement, Customer shall pay Stericycle all amounts due for services and products provided prior to the expiration or termination (and any other amounts due to Stericycle, which may include a final pickup fee). (c) Stericycle shall have the right to retrieve its Equipment from Customer wherever located.

4. Pricing

Customer shall pay to Stericycle the service fees and surcharges as set forth on page 1 (collectively Service Fees). Stericycle reserves the right, in its sole discretion, to increase the amount of each Service Fee or adjust or add a surcharge from time to time. Shred-it will provide notice of any change in the Service Fees to Customer, which notice may be in the form of an invoice. Notwithstanding anything to the contrary, Customer shall pay the Minimum Charge if Customer declines or cancels a scheduled service or if Customer's location is closed during a scheduled service. For services rendered beyond the stated quantities, the total charge will increase based on the amount of units serviced at the applicable additional container rate, extra material unit rate or the current Shred-it standard list price. Customer agrees to pay ancillary charges according to the then-current Schedule of Ancillary Charges at www.shredit.com (Schedule), which is incorporated by reference as if fully set forth herein and is subject to change from time to time in Stericycle's discretion.

5. Payment Terms; Billing

Customer shall pay in full each Stericycle invoice within Net 30 days of the date of such invoice. Any invoiced amounts not received by Stericycle within that timeframe will be subject to a late fee of 1.5% per month on the past due balance (or the maximum amount allowed by law). Customer shall reimburse Stericycle for all costs that it incurs in collecting overdue amounts from Customer. Stericycle may, with notice, suspend services until any overdue amounts (plus late fees and collection fees, if any) are paid. Customer shall also pay all taxes imposed by any governmental authority with respect to the purchase of any services and products hereunder, including all sales, use, excise, occupation, franchise and similar taxes and tax-like fees and charges (but excluding all taxes on Stericycle's net income). Stericycle will cooperate with Customer to determine the applicability of exemption certificates, if any, that Customer provides in a timely manner to Stericycle.

6. Early Termination

In the event that Customer terminates this Agreement prior to the expiration of the Term other than as set forth in Section 7 Customer shall promptly pay Stericycle (a) all unpaid invoices and any late charges thereon; and (b) an amount equal to 50% of Customer's

average monthly charge multiplied by the number of months (including any partial months) remaining until the expiration date of the Term.

7. Default & Termination for Cause

Either party may immediately terminate this Agreement, in whole or in part, upon written notice to the other party if the other party breaches any material provision of this Agreement and fails to cure such breach within thirty five (35) days following receipt of written notice of such breach. Documented service or performance deficiencies by Stericycle or nonpayment by Customer of amounts rightfully owed to Stericycle or Customer's failure to comply with Stericycle policies related to the Services shall constitute a material breach.

8. Limitation of Liability; Disclaimer of Warranties

In no event shall either party be liable for any indirect, exemplary, punitive, special, incidental or consequential damages, or lost profits, lost revenue, lost business opportunities or the cost of substitute items or services under or in connection with this Agreement. Stericycle's aggregate liability, if any, arising under this Agreement or the provision of Services to Customer is limited to the amount of the Service Fees received by Stericycle from Customer under the Agreement during the preceding twelve (12) month period prior to the alleged liability.

9. Indemnification

Stericycle shall indemnify and hold Customer harmless from any liabilities arising from the acts and omissions, negligent or otherwise, of Stericycle, its employees and/or agents, in the performance of its obligations under this Agreement. Customer shall indemnify and hold harmless Stericycle from any liabilities arising from the acts and omissions, negligent or otherwise, of Customer, its employees and/or agents, which shall include, but not be limited to, the placement of Prohibited Materials in the Equipment. Notwithstanding anything to the contrary hereunder, Stericycle agrees that it has no rights of any kind to the project for which Customer is engaging Stericycle's services hereunder and, accordingly, in no event shall Stericycle be entitled to injunctive relief to enjoin, restrain or interfere with the exploitation and/or promotion in any manner of such project.

10. Compliance Materials

To the extent that Stericycle provides Customer with electronic or printed materials (Compliance Materials), it provides these subject to a limited license to Customer to use Compliance Materials for its own, non-commercial use. Stericycle may revoke this license at any time. Customer may not copy or distribute Compliance Materials or use or republish Compliance Materials for or to any third party or audience. Customer agrees to return all Compliance Materials to Stericycle at Customer's expense at the expiration or termination of this Agreement. Stericycle may charge Customer a fee of \$ PLEASE ADD AMOUNT HERE for failure to return Compliance Materials.

11. Confidentiality

Customer agrees to not disclose to any third parties Stericycle pricing, policies and procedures. Stericycle will keep confidential all Customer confidential information provided to Stericycle in connection with this Agreement and will use the same solely for the purposes provided in this Agreement. As used herein, confidential information means any information provided to Stericycle in confidence that relates to Customer's property, business and/or affairs, other than (i) information that is or has become publicly available due to disclosure by Customer or by a third party having a legal right to make such disclosure and (ii) information previously known to Stericycle free of any obligation to keep it confidential prior to receipt of the same from Customer.

12. Compliance with Laws and Policies

Each party shall comply with all laws, rules and regulations applicable to its performance hereunder.

13. Excuse of Performance

Neither party will be responsible if its performance of any act(s) required hereunder (other than the payment of any amounts due) is interrupted or delayed due to any reason beyond its reasonable control.

14. Equipment

Customer shall have the care, custody and control of any containers and other equipment owned by Stericycle and placed at Customer's premises (Equipment) and accepts responsibility and liability for the Equipment and its contents. Any damage or loss to such Equipment, other than normal wear and tear, will be charged to Customer at full replacement value. However, in no event shall Customer be liable or responsible for damage to the Equipment to the extent caused by the acts or omissions, negligent or otherwise, of Stericycle, its employees and/or agents.

15. Exclusivity

Except as set forth in the GPO Agreement, during the Term Stericycle shall be the exclusive provider of the Services to Customer at all of its locations.

16. Brokers

Stericycle reserves the right to deal solely with the Customer and not with any third party agents of the Customer for all purposes relating to this Agreement. Customer represents and warrants to Stericycle that it is acting for its own account and not through a broker or agent. Stericycle shall be entitled to terminate this agreement and seek all available legal remedies, including but not limited to liquidated damages, in the amount set forth herein for Customer's breach of this representation and warranty.

17. Entire Agreement; Purchase Orders

This Agreement constitutes the entire agreement between the parties relating to the subject matter of this Agreement and supersedes any prior agreements and arrangements between the parties. No term or condition contained in a Customer purchase order or any other invoice acknowledgment shall be binding upon Stericycle unless agreed to by Stericycle in writing.

18. Amendment and Waiver; Saving Clause; Survival

Changes in the types, size and amount of equipment and the frequency of service may be mutually agreed to in writing by the parties, without affecting the validity of this Agreement. All other amendments to this Agreement shall be effected only by a written instrument executed by the parties. No waiver shall be effective unless submitted in writing by the party granting such waiver. No waiver of any provision of this Agreement shall be deemed a waiver of any other provision of this Agreement and no waiver of any breach or duty under this Agreement shall be deemed a waiver of any other breach or later instances of the same duty.

19. Assignment

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, legal representatives and heirs; provided, however, that Customer may not assign its rights or delegate its obligations under this Agreement to any unaffiliated entity of Customer without the prior written consent of Stericycle.

20. Independent Contractor

Stericycle's relationship with Customer is that of an independent contractor, and nothing in this Agreement shall be construed to designate Stericycle as an employee, agent or partner of or a joint venture with Customer.

21. Notices; Counterparts

(a) All required notices, or those which the parties may desire to give under this Agreement shall be in writing and sent to the Customer's address set forth on the first page of this Agreement, and in the case of Stericycle, to the Stericycle legal Department at: 2355 Waukegan Road, Bannockburn, IL 60015, Attn: Legal Department. Notices shall be effective when received. (b) This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which when taken together shall constitute one and the same instrument. A copy, facsimile or electronic document of this Agreement shall be as effective as an original.

Attachments

Attachment: Service Compliance

REGULAR SERVICE | OFF-SITE (PAPER)

CONSOLE (STANDARD)



Amendment Agreement

This amendment takes effect on 11.29.2021 and modifies the Agreement between MARIPOSA COUNTY HEALTH & HUMAN SERVICES (“Customer”) and Stericycle, Inc. (“Stericycle”) dated 10.11.2021 (“Agreement”).

The parties agree to amend the “Agreement” as follows:

The following service(s) described in Attachment B is(are) added to the location(s) in the Attachment A

The following service(s) described in Attachment B is (are) modified as follows in Attachment A

The following fee(s) described in Attachment B is(are) modified as follows in Attachment A

Services Added

- REGULAR SERVICE | OFF-SITE (PAPER)

Services Removed

- Stericycle’s aggregate liability, if any, arising under this Agreement or the provision of Services to Customer is limited to the amount of the Service Fees received by Stericycle from Customer under the Agreement during the preceding twelve (12) month period prior to the alleged liability.

All other terms, conditions, and obligations in the Agreement shall continue in full force and effect.

Stericycle:

Contracting Entity:

Name: **Jordan Barnes**

Title: **Sales Executive**

Date:

Signature:

Stericycle Inc.

Customer:

Customer/Company

Name:

Title: **Chair, Board of**

Supervisors

Date:

Signature:

By signing above, I acknowledge that I am the Customer’s authorized officer or agent and that I have the authority to bind Customer to this Agreement. Customer agrees to be bound by these terms and conditions and comply with Stericycle’s Waste Acceptance Policy, both of which are integral parts of this Agreement.

Stericycle, Inc. 2355 Waukegan Rd, Bannockburn, IL 60015 P (866) 783-7422 • F (866) 783-7432

Attachments

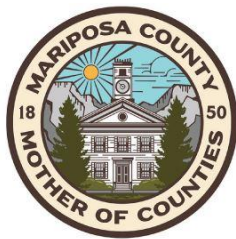
Attachment A: Changes in Service and Fees For Each Ship-to

Service/Equipment Name	Ship-to Name	Ship-to Address	Pick up Frequency	Planned Units for Pick Up	Contracted Price	Additional Fees	Price Increase	Renewal Date	Surcharges
REGULAR SERVICE OFF-SITE (PAPER)	Mariposa County Health Services-Spriggs	5264 Spriggs Lane, Mariposa, California, United States, 95338	Every 4 Weeks	1 Each	\$ 100.00 minimum per pickup	N/A	API: % Months Until First Price Increase: 12	N/A	Metro Surcharge: \$ 0 Per Stop Environmental Surcharge: Per Index Table Fuel Surcharge: Per Index Table Recycling Recovery Surcharge: Per Index Table Recycling Recovery Cap: %
TOTE-LARGE (96G/360L)	Mariposa County Health Services-Spriggs	5264 Spriggs Lane, Mariposa, California, United States, 95338	N/A	4 Each	\$ 30.50 per container Minimum include 1 each	N/A	API: % Months Until First Price Increase: 12	N/A	N/A Metro Surcharge: \$ 0 Per Stop Environmental Surcharge: Per Index Table Fuel Surcharge: Per Index Table Recycling Recovery Surcharge: Per Index Table Recycling Recovery Cap: %

Attachment B: Changes in Service Description and Compliance

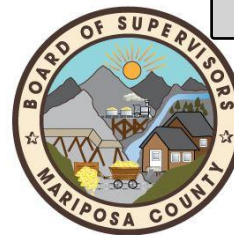
REGULAR SERVICE | OFF-SITE (PAPER)

TOTE-LARGE (96G/360L)



MARIPOSA COUNTY

Health and Human Services • (209) 966-2000



D.11

RESOLUTION - ACTION REQUESTED 2022-36

MEETING: January 18, 2022

TO: The Board of Supervisors

FROM: Shannon Gadd, Health and Human Services Agency Director

RE: Approve Agreement with Lexis Nexis Risk Solutions

RECOMMENDATION AND JUSTIFICATION:

Approve an Agreement with LexisNexis Risk Solutions to Provide Access to Accurant Government Services; and Authorize the Board of Supervisors Chair to Sign the Agreement.

Accurant Government Services is an investigative solution that helps locate people, detect fraud, uncover assets & verify identity. This Agreement will provide Health and Human Services Agency's (HHSA) Program Integrity Unit access to this service and will renew automatically on an annual basis.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board of Supervisors approved a three year agreement with Lexis Nexis to provide online research services for County Counsel's office on April 27, 2021 through Resolution No. 2021-229.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

If this Agreement is not approved, HHSA will have difficulty locating another qualified vendor to meet a critical need for the agency.

FINANCIAL IMPACT:

There is no impact to the General Fund.

ATTACHMENTS:

LexisNexis Risk Solutions Agreement - V2 Dec 3 2021 (PDF)

LexisNexis Risk Solutions Schedule A - V3 January 12 2022 (PDF)

RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]

MOVER: Marshall Long, District III Supervisor

SECONDER: Tom Sweeney, District II Supervisor

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

LexisNexis Risk Solutions Government Application & Agreement

The information submitted on this Application will be used to determine the applicant's eligibility for accessing the services and products of LexisNexis Risk Solutions FL Inc. and its affiliates (hereinafter "LN"). To avoid delay, please provide all information requested. By submitting this Application, the applicant hereby authorizes LN to independently verify the information submitted and perform research about the individuals identified. Acceptance of this Application does not automatically create a business relationship between LN and the applicant. LN reserves the right to reject this Application with or without cause and to request additional information. Applicant acknowledges and understands that LN will only allow applicant access to the LN Services if applicant's credentials can be verified in accordance with LN's internal credentialing procedures.

Section I – Agency Information – please do not use abbreviations

Full legal name of agency:		Main phone number for address*:	
		*If this is a cell, additional documents may be required	
If this application is for an additional account, Parent account number:		Fax number:	
Physical Address where LN services will be accessed – P.O. Box/Mail Drops cannot be accepted (street, city, state, zip):		Previous address if at the current address less than 6 mos:	
Website address:		External Agency IP Address (https://www.whatismyIP.com):	
External Agency IP Range – From:		External Agency IP Range – To:	
Agency information:			
☐ Federal Government	☐ Federal Law Enforcement	☐ Local/Municipal Government	
☐ State Government	☐ State Law Enforcement	☐ Local/Municipal Law Enforcement	
☐ Other (please explain):			

Section II – Administrator and Main Contact Information (for additional administrators, please provide additional sheets)

Product Administrator or Main Contact (first & last name):		Title:	
E-Mail Address:		Admin IP Address:	
Required for local and municipal agencies:			
Administrator Home Address (street, city, state, zip):		Administrator Date of Birth:	

Section III – Billing Information

Billing Contact (first & last name): check here if same as Administrator ☐		Title:	
Billing Address (street, city, state, zip):		Telephone:	
E-Mail Address:		Sales Tax Exempt: ☐ No ☐ Yes – please provide proof of exemption	
Do you require a PO number on invoice: ☐ No ☐ Yes If Yes, provide PO Number:			

Section IV – Business-to-Business Vendor Reference

Required for local and municipal agencies:	
Company Name:	Contact:
Business Address (street, city, state, zip):	Contact Phone Number:
E-mail Address:	Account Number (if applicable):

Section V – Site Visits

Site visits may be required to assure Applicant eligibility for LN products or services. By submitting this Application, Applicant agrees to authorize a site visit by LN or its approved third-party, and agrees to cooperate in its completion. If the contact for coordinating the site visit is not identified above as the Administrator, please provide the site visit contact's information below:

Contact Name:	Contact Phone:
Contact Email Address:	

Section VI – Terms and Conditions

Terms and conditions governing the use of the LN Services are available online at <http://www.lexisnexis.com/risk/masterterms/government> and are incorporated into this Application & Agreement by reference as if stated in full herein. By signing below Applicant expressly certifies it has read the additional terms and conditions and agrees to be bound by them.

Signature

I HEREBY CERTIFY that I am authorized to execute this Application & Agreement on behalf of the Agency listed above and that I have direct knowledge of the facts stated above.

Applicant Signature:	Date Signed:
Applicant Name:	Title:

NON-FCRA PERMISSIBLE USE CERTIFICATION – GOVERNMENT

Customer (Agency) Name: _____

DBA: _____

Address: _____

City, State, Zip: _____

Contact Name: _____ Phone: _____

REQUIRED Please describe your purpose of use: _____

Definitions. Gramm-Leach-Bliley Act, (15 U.S.C. § 6801, et seq.) and related state laws (collectively, the "GLBA")
 Drivers Privacy Protection Act, (18 U.S.C. § 2721 et seq.) and related state laws (collectively, the "DPPA")

Law Enforcement Agencies Only: Review and, if appropriate, certify to the following: Customer represents and warrants that it will use the LN Services solely for law enforcement purposes, which comply with applicable privacy laws including, but not limited to the GLBA and the DPPA. To certify, check here: _____ Proceed to SECTION 3. QUALIFIED ACCESS

SECTION 1. GLBA EXCEPTION/PERMISSIBLE PURPOSE - NOT APPLICABLE TO LAW ENFORCEMENT

Some LN Services use and/or display nonpublic personal information that is governed by the privacy provisions of the GLBA. Customer certifies it has the permissible purposes under the GLBA to use and/or obtain such information, as marked below, and Customer further certifies it will use such information obtained from LN Services only for such purpose(s) selected below or, if applicable, for the purpose(s) indicated by Customer electronically while using the LN Services, which purpose(s) will apply to searches performed during such electronic session:

No applicable GLBA exception/permissible use. Proceed to SECTION 2. DPPA PERMISSIBLE USES

(At least one (1) must be checked to be permitted access to GLBA data)

☐	As necessary to effect, administer, or enforce a transaction requested or authorized by the consumer.
☐	As necessary to effect, administer, or enforce a transaction requested or authorized by the consumer by verifying the identification information contained in applications.
☐	To protect against or prevent actual or potential fraud, unauthorized transactions, claims or other liability.
☐	In required institutional risk control programs.
☐	In resolving consumer disputes or inquiries.
☐	Use by persons, or their representatives, holding a legal or beneficial interest relating to the consumer.
☐	Use by persons acting in a fiduciary or representative capacity on behalf of the consumer.
☐	In complying with federal, state, or local laws, rules, and other applicable legal requirements.
☐	To the extent specifically permitted or required under other provisions of law and in accordance with the Right to Financial Privacy Act of 1978, to law enforcement agencies (including a Federal functional regulator, the Secretary of Treasury, a State insurance authority, or the Federal Trade Commission), self-regulatory organizations, or for an investigation on a matter related to public safety.

SECTION 2. DPPA PERMISSIBLE USES - NOT APPLICABLE TO LAW ENFORCEMENT

Some LN Services use and/or display personal information, the use of which is governed by the DPPA. Customer certifies it has a permissible use under the DPPA to use and/or obtain such information and Customer further certifies it will use such information obtained from LN Services only for one (1) or more of the purposes selected below or for the purpose(s) indicated by Customer electronically while using the LN Services, which purpose(s) will apply to searches performed during such electronic session:

No permissible use. Proceed to SECTION 3. QUALIFIED ACCESS

(At least one (1) must be checked to be permitted access to DPPA data)

☐	For use in connection with any civil, criminal, administrative, or arbitral proceeding in any federal, state, or local court or agency or before any self-regulatory body, including the service of process, investigation in anticipation of litigation, and the execution or enforcement of judgments and orders, or pursuant to an order of a federal, state, or local court.
--------------------------	--

	For use in the normal course of business by a legitimate business or its agents, employees, or contractors, but only— (A) to verify the accuracy of personal information submitted by the individual to the business or its agents, employees, or contractors; and (B) if such information as so submitted is not correct or is no longer correct, to obtain the correct information, but only for the purposes of preventing fraud by, pursuing legal remedies against, or recovering on a debt or security interest against, the individual.
	Use by a government agency, but only in carrying out its functions.
	Use by any person acting on behalf of a government agency, but only in carrying out the agency's functions.
	Use by an insurer (or its agent) in connection with claims investigation activities or antifraud activities.
	In connection with motor vehicle safety or theft, or driver safety (except by or for a motor vehicle manufacturer).
	Use by an employer or its agents or insurer to obtain or verify information relating to a holder of a commercial driver's license that is required under Chapter 313 of Title 49 of the United States Code.
	For use in providing notice to the owners of towed or impounded vehicles.
	For use in connection with the operation of private toll transportation facilities.

With regard to the information that is subject to the DPPA, some state laws' permissible uses may vary from the permissible uses identified above. In such cases, some state information may not be available under each permissible use listed above and/or Customer may be asked to certify to a permissible use permitted by applicable state law to obtain information from a specific state.

Customer agrees and certifies it will use the information described above only in accordance with the permissible uses selected above or those selected subsequently in connection with a specific information request.

SECTION 3. QUALIFIED ACCESS

Certain users ("Authorized Users") may be able to obtain full social security numbers (nine (9) digits) and driver's license numbers (collectively, "QA Data"), when appropriate, through some LN Services. Only those users that are within the Authorized User List below, and that use QA Data for an Authorized Use identified below, may qualify. To potentially qualify as an Authorized User, Customer must certify that its business is within the Authorized User List below and its use of QA Data is within the Authorized Use List below.

Customer is **NOT** requesting access to QA Data. Proceed to SECTION 4. DEATH MASTER FILE

Customer is requesting access to QA Data. Complete the sections below.

What department will be using QA Data? _____

SOCIAL SECURITY NUMBERS

Not an authorized user. Proceed to DRIVER'S LICENSE NUMBERS

1. AUTHORIZED USER (At least one (1) must be checked to receive Social Security Numbers)

	Federal, state or local government agency with law enforcement responsibilities.
	Special investigative unit, subrogation department and claims department of a private or public insurance company for the purposes of detecting, investigating or preventing fraud.
	Financial institution for the purposes of (a) detecting, investigating or preventing fraud, (b) compliance with federal or state laws or regulations, (c) collecting debt on their own behalf, and (d) such other uses as shall be appropriate and lawful.
	Collection department of a creditor.
	Collection company acting on behalf of a creditor or on its own behalf.
	Other public or private entity for the purpose of detecting, investigating or preventing fraud. Describe your business:

2. AUTHORIZED USE (At least one (1) must be checked to receive Social Security Numbers)

	Location of suspects or criminals.
	Location of non-custodial parents allegedly owing child support and ex-spouses allegedly owing spousal support.
	Location of individuals alleged to have failed to pay taxes or other lawful debts.
	Identity verification.
	Other uses similar to those described above. Describe your use:

By selecting above, the Customer certifies that it is an Authorized User, and that it will use Social Security Numbers only for the purpose(s) it designated on the Authorized Use List and for no other purpose(s).

DRIVER'S LICENSE NUMBERS

Not an authorized user. Proceed to SECTION 4. DEATH MASTER FILE

1. AUTHORIZED USER (At least one (1) must be checked to receive Driver's License Numbers)

☐	Federal, state or local government agency with law enforcement responsibilities.
☐	Special investigative unit, subrogation department and claims department of a private or public insurance company for the purposes of detecting, investigating or preventing fraud.
☐	Financial institution for the purposes of (a) detecting, investigating or preventing fraud, (b) compliance with federal or state laws or regulations, (c) collecting debt on their own behalf, and (d) such other uses as shall be appropriate and lawful.
☐	Collection department of a creditor.
☐	Collection company acting on behalf of a creditor or on its own behalf.
☐	Other public or private entity for the purpose of detecting, investigating or preventing fraud. Describe your business:

2. AUTHORIZED USE (At least one (1) must be checked to receive Driver's License Numbers)

☐	Location of suspects or criminals.
☐	Location of non-custodial parents allegedly owing child support and ex-spouses allegedly owing spousal support.
☐	Location of individuals alleged to have failed to pay taxes or other lawful debts.
☐	Identity verification.
☐	Other uses similar to those described above. Describe your use:

By selecting above, the Customer certifies that it is an Authorized User, and that it will use Driver's License Numbers only for the purpose(s) it designated on the Authorized Use List and for no other purpose(s).

SECTION 4. DEATH MASTER FILE

For access to Limited Access DMF Data only.

No permissible purpose. Proceed to AUTHORIZATION AND ACCEPTANCE OF TERMS

I. Definitions. For purposes of this Certification, these terms are defined as follows:

- a. **DMF Agreement:** The Limited Access Death Master File Non-federal Licensee Agreement for Use and Resale executed by LexisNexis Risk Data Retrieval Services LLC, on behalf of itself, its affiliates and subsidiaries, and its and their successors, with the federal government (NTIS, as below defined). The DMF Agreement form is found at www.lexisnexis.com/risk/DMFDocuments.
- b. **Certification Form:** The Limited Access Death Master File Subscriber Certification Form executed by LexisNexis Risk Data Retrieval Services LLC, on behalf of itself, its affiliates and subsidiaries, and its and their successors, with the federal government (NTIS, as below defined). The Certification Form is found at www.lexisnexis.com/risk/DMFDocuments.
- c. **DMF:** The federal Death Master File.
- d. **NTIS:** National Technical Information Service, U.S. Department of Commerce
- e. **Open Access DMF:** The DMF product made available through LN, which obtains the data from NTIS, and which does not include DMF with respect to any deceased individual at any time during the three-calendar-year period beginning on the date of the individual's death. Open Access DMF data should not be accessed pursuant to this Certification but should be accessed pursuant to a customer contract for such DMF data that is not Limited Access DMF.
- f. **Limited Access DMF:** Limited Access DMF includes DMF data with respect to any deceased individual at any time during the three-calendar-year period beginning on the date of the individual's death. Limited Access DMF is made available through LN as a Certified Person, by NTIS. This Certification governs Customer's access to Limited Access DMF from LN (or the applicable LN affiliate), whether full or partial Limited Access DMF records or indicators of deceased status, and via any format, including online, XML feed, or in-house file processing through LN.

II. Certification.

Customer's access to the Limited Access DMF requires certification of purpose, as required by 15 CFR Part 1110 and section 1001 of Title 18, United States Code. Customer hereby certifies that it has the indicated permissible purpose(s) under part (a) of this Section II ("Certification") and that it meets the requirements of part (b) of this Section II:

- (a) Such Customer has a legitimate fraud prevention interest, or has a legitimate business purpose pursuant to a law, governmental rule, regulation, or fiduciary duty, will use the Limited Access DMF only for such purpose(s), and specifies the basis for so certifying as (choose any applicable purposes that apply to Customer's use):

Legitimate Fraud Prevention Interest: Customer has a legitimate fraud prevention interest to detect and prevent fraud and/or to confirm identities across its commercial business and/or government activities.

Legitimate Business Purpose Pursuant to a Law, Governmental Rule, Regulation, or Fiduciary Duty: Customer has one or more of the purposes permitted under 42 USC 1306c including fraud prevention and ID verification purposes. Customer's specific purpose(s) for obtaining Limited Access DMF data under this Certification is:

Fraud Prevention and identity verification purposes
 For uses permitted or required by law
 For uses permitted or required by governmental rules
 For uses permitted or required by regulation
 For uses necessary to fulfill or avoid violating fiduciary duties

and

- (b) Customer has systems, facilities, and procedures in place to safeguard Limited Access DMF, and experience in maintaining the confidentiality, security, and appropriate use of such information, pursuant to requirements similar to the requirements of section 6103(p)(4) of the Internal Revenue Code of 1986, and
- (c) Customer agrees to satisfy the requirements of such section 6103(p)(4) as if such section applied to Customer.

III. Flow-down Agreement Terms and Conditions

The Parties agree that the following terms and conditions are applicable to Recipient and ordering, access to, and use of Limited Access DMF:

- Compliance with Terms of Agreement and CFR.** Recipient of Limited Access DMF must comply with the terms of the Agreement and the requirements of 15 CFR Part 1110, as though set forth as a Subscriber therein, and Recipients may not further distribute the Limited Access DMF.
- Change in Status.** Should Recipient's status change such that it would no longer have a permissible purpose to access Limited Access DMF under this Addendum, Recipient agrees to immediately notify LN in writing in the manner and format required for notices under the Contract. Should Recipient cease to have access rights to Limited Access DMF, Recipient shall destroy all Limited Access DMF, and will certify to LN in writing that it has destroyed all such DMF.
- Security and Audit.** Recipient will at all times have security provisions in place to protect the Limited Access DMF from being visible, searchable, harvestable or in any way discoverable on the World Wide Web. Recipient understands that any successful attempt by any person to gain unauthorized access to or use of the Limited Access DMF provided by LN may result in immediate termination of Recipient's access and this Addendum. In addition, any successful attempt by any person to gain unauthorized access may under certain circumstances result in penalties as prescribed in 15 CFR § 1110.200 levied on Recipient and the person attempting such access. Recipient will take appropriate action to ensure that all persons accessing the Limited Access DMF it obtains from LN are aware of their potential liability for misuse or attempting to gain unauthorized access. Any such access or attempted access is a breach, or attempted breach, of security and Recipient must immediately report the same to NTIS at dmfcert@ntis.gov; and to LN by written notification to the LN Information Assurance and Data Protection Organization at 1000 Alderman Drive, Alpharetta, Georgia 30005 and by email (security.investigations@lexisnexis.com) and by phone (1-888-872-5375). Recipient agrees to be subject to audit by LN and/or NTIS to determine Recipient's compliance with the requirements of this Addendum, the Agreement, and 15 CFR Part 1110. Recipient agrees to retain a list of all employees, contractors, and subcontractors to which it provides Limited Access DMF and to make that list available to NTIS and/or LN as part of any audits conducted hereunder. Recipient will not resell or otherwise redistribute the Limited Access DMF.
- Penalties.** Recipient acknowledges that failure to comply with the provisions of paragraph (3) of the Certification Form may subject Recipient to penalties under 15 CFR § 1110.200 of \$1,000 for each disclosure or use, up to a maximum of \$250,000 in penalties per calendar year, or potentially uncapped for willful disclosure.
- Law, Dispute Resolution, and Forum.** Recipient acknowledges that this Addendum is governed by the terms of federal law. Recipient acknowledges that the terms of Section 14 of the Agreement govern disagreement handling, and, without limitation to the foregoing, that jurisdiction is federal court.

6. **Liability.** The U.S. Government/NTIS and LN (a) make no warranty, express or implied, with respect to information provided under the Agreement, including but not limited to, implied warranties of merchantability and fitness for any particular use; (b) assume no liability for any direct, indirect or consequential damages flowing from any use of any part of the Limited Access DMF, including infringement of third party intellectual property rights; and (c) assume no liability for any errors or omissions in Limited Access DMF. The Limited Access DMF does have inaccuracies and NTIS and the Social Security Administration (SSA), which provides the DMF to NTIS, and LN, do not guarantee the accuracy of the Limited Access DMF. SSA does not have a death record for all deceased persons. Therefore, the absence of a particular person in the Limited Access DMF is not proof that the individual is alive. Further, in rare instances, it is possible for the records of a person who is not deceased to be included erroneously in the Limited Access DMF. Recipient specifically acknowledges the terms of Attachment B to the Agreement, which terms apply to Recipient.
7. **Indemnification.** To the extent not prohibited by law, Recipient shall indemnify and hold harmless LN and NTIS and the Department of Commerce from all claims, liabilities, demands, damages, expenses, and losses arising from or in connection with Recipient's, Recipient's employees', contractors', or subcontractors' use of the Limited Access DMF. This provision will include any and all claims or liability arising from intellectual property rights.
8. **Survival.** Provisions hereof related to indemnification, use and protection of Limited Access DMF, audit, disclaimer of warranties, and governing law shall survive termination of this Addendum.
9. **Conflict of Terms.** Recipient acknowledges that the terms of this Addendum, in the event of conflict with the terms of the Contract, apply in addition to, and not in lieu of, such Contract terms, with respect to the Limited Access DMF only.

AUTHORIZATION AND ACCEPTANCE OF TERMS

I HEREBY CERTIFY that I have direct knowledge of the facts stated above and that I am authorized to execute this Certification on behalf of the Customer listed above.

CUSTOMER: _____

Signature _____

Print Name _____

Title _____

Dated _____ (mm/dd/yy)

September 30, 2021

LexisNexis Risk Solutions

SCHEDULE A

Accurint for Government (Transactional)

Customer Name: County of MariposaBillgroup #: ACC-1265254LN Account Manager: Lisa Parlette

This Schedule A sets forth additional or amended terms and conditions for the use of the Accurint for Government services ("LN Services"), as set forth in the services agreement for the LN Services between Customer and the LexisNexis Risk Solutions entity as further defined therein ("Agreement"), to which this Schedule A is incorporated by reference. For purposes of the Agreement and this Schedule A, all LexisNexis Risk Solutions affiliates shall be individually and collectively referred to as "LN". The LN Services herein shall be provided by LexisNexis Risk Solutions FL Inc.. Customer acknowledges that the services provided under this Schedule A are non-FCRA services and are not "consumer reports" within the meaning of the FCRA and Customer agrees not to use such reports in any manner that would cause them to be characterized as "consumer reports".

1. SCHEDULE A TERM

The term of this Schedule A will be 12 months beginning October 1, 2021 (the "Initial Term"). Following the Initial Term, this Schedule A shall automatically renew for additional periods of twelve (12) months (each one, a "Renewal Term"), unless written notice of termination is provided to either party at least sixty (60) days prior to the expiration of the Initial Term or any Renewal Term. If an account is activated after the first day of a calendar month, charges will not be pro-rated.

2. ACCURINT FOR GOVERNMENT FEES

2.1 Customer shall pay the prices detailed in the attached Price Schedule.

2.2 Minimum Payment: Customer shall pay to LN each month the greater of: (i) actual transactional charges or; (ii) the monthly minimum commitment of \$150.00 ("Monthly Minimum Commitment").

3. EXPIRATION

Unless otherwise accepted by LN, the terms herein are valid if the Schedule A is signed by the Customer and received by LN on or before **February 1, 2022**.

4. CONFIDENTIAL INFORMATION

This Schedule A contains the confidential pricing information of LN. Customer acknowledges that the disclosure of such pricing information could cause competitive harm to LN, and as such, Customer agrees to maintain this Schedule A in trust and confidence and take reasonable precautions against disclosure to any third party to the extent permitted by local and state law.

AGREED TO AND ACCEPTED BY: County of Mariposa

Signed: _____

Name: **Rosemarie Smallcombe**Title: **Board Chair**

Date: _____

September 30, 2021

Accurint for Government

(Updated August 12, 2021)

(Plan 58)

(Pricing is per hit unless otherwise indicated. All features priced \$0.35 or less are not discountable, in addition to any feature indicated as not discountable)

PRICE SCHEDULE (Transactional)	
ACCURINT FOR GOVERNMENT FEATURES	PRICE
Advanced Motor Vehicle Search (charged per search)	\$1.00
Advanced Person Alerts Update	\$0.35
Advanced Person Search	\$0.75
Automated Valuation Model (AVM) Report	\$5.00
Associates ("Next Steps")	\$1.00
Bankruptcies, Liens & Judgments Search (charged per search)	\$0.50
Bankruptcy Search (charged per search)	\$0.25
Bankruptcy Report	\$1.00
Bankruptcy Docket Sheet (\$0.50 For First 5 Pages & \$0.20 Per Page Thereafter) (not discountable)	\$0.50
Bankruptcy Documents (Per Page, Up To Max Charge Of \$6 Per Document) (not discountable)	\$0.20
Boolean Search	\$2.00
Business Credit (charged per search) (not discountable)	\$0.25
Business Credit Report	\$20.00
Business InstantID (charged per search)	\$1.30
Business InstantID & FraudDefender (charged per search)	\$1.30
Business Search (charged per search) (not discountable)	\$0.35
Businesses In The News (not discountable)	\$5.00
Canadian Phones	\$0.40
Civil Courts Search (Report Included) (charged per search)	\$2.00
CLIA Report	\$0.25
Concealed Weapons Permit	\$0.25
Corporation Filings (Report Included Except In Delaware)	\$1.00
Court Search Wizard (Additional Fees May Apply; Orders Are Non-Refundable)	--
-County Civil Lower & Upper Court - 7 Year (not discountable)	\$35.00
-County Civil Lower & Upper Court - 10 Year (not discountable)	\$40.00
-County Criminal - 7 Year (not discountable)	\$25.00
-County Criminal - 10 Year (not discountable)	\$30.00
-Federal Division Civil - 7 Year (not discountable)	\$16.00
-Federal Division Civil - 10 Year (not discountable)	\$25.00
-Federal Division Criminal - 7 Year (not discountable)	\$16.00
-Federal Division Criminal - 10 Year (not discountable)	\$25.00
-Statewide Criminal (not discountable)	\$24.00
Criminal Records (charged per search)	\$1.00
Criminal Records Report	\$1.00
DEA Controlled Substances License Search	\$0.25
Death Records (charged per search)	\$0.25

Page 2 of 8

Confidential

409581.1v1

Accurint for Government (Plan 58)

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

Attachment: LexisNexis Risk Solutions Schedule A - V3 January 12 2022 (RES-2022-36 : Approve Agreement with Lexis Nexis Risk Solutions)

September 30, 2021

Death Records Report (charged per search)	\$1.00
Delaware Corporations (not discountable)	\$1.00
Delaware Corporations Report (not discountable)	\$11.00
Disclosed Entity Service (charged per search) (not discountable)	\$5.00
Driver Licenses	\$0.75
Dun & Bradstreet Global Market Identifiers Search	\$3.75
Dun & Bradstreet Search (not discountable)	\$0.25
Dun & Bradstreet Report (not discountable)	\$3.75
Email Search Premium (not discountable)	\$0.40
FAA Aircraft (Report Included)	\$0.25
FAA Pilots (Report Included)	\$0.25
Federal Civil Court Records Search (charged per search)	\$2.00
Federal Criminal Court Records Search (charged per search)	\$3.00
Federal Firearms & Explosives	\$0.25
Federal Employer ID Numbers (FEIN)	\$0.50
Fictitious Business Name	\$0.50
Foreclosures Search (Report Included)	\$1.00
Hunting/Fishing Licenses	\$0.25
Identity Authenticate (charged per search)	\$1.25
Identity Verification (charged per search)	\$0.60
InstantID Consumer Search (charged per search)	\$0.75
InstantID Consumer & FraudDefender Search (charged per search)	\$1.05
Liens & Judgments (charged per search)	\$0.25
Liens & Judgments Report	\$1.00
Marriages / Divorces Search	\$1.00
Motor Vehicles Search	\$0.75
Motor Vehicles Report	\$1.00
MVR Reports (Driving Records)** (plus state fee) (charged per search) (not discountable)	\$6.00
** Coverage and state fees are available in the product and are subject to change	--
National Motor Vehicle Accident Search & Report (not discountable)	\$3.00
National UCC Filings (Report Included)	\$1.00
NCPDP (National Council for Prescription Drug Programs) Search (charged per search)	\$0.50
NCPDP (National Council for Prescription Drug Programs) Report (charged per search)	\$1.50
Neighbors ("Next Steps") (not discountable)	\$0.25
NPI Data Search (not discountable)	\$0.25
NPI Report	\$0.50
OSHA Investigative Reports Search	\$1.00
Passport Validation (charged per search)	\$1.00
People At Work Search	\$1.00
People In The News (not discountable)	\$5.00
Person Alerts Monitoring (Monthly Monitoring Transactions Per Acct.) (Alerts Charged At Regular Price)	--
-1 - 50	\$3.00
-51 - 250	\$15.00
-251 - 500	\$30.00

Page 3 of 8

Confidential

409581.1v1

Accurint for Government (Plan 58)

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

September 30, 2021

Attachment: LexisNexis Risk Solutions Schedule A - V3 January 12 2022 (RES-2022-36 : Approve Agreement with Lexis Nexis Risk Solutions)

-501 - 1,000	\$60.00
-1,001 - 5,000	\$300.00
-5,001 - 25,000	\$1,500.00
-25,001 - 100,000	\$6,000.00
Professional Licenses (Report Included) (charged per search)	\$1.00
Property Deed Search	\$1.00
Property Assessment Search	\$1.00
Property Assessment Report	\$1.00
Property Deed Report (excluding Deed Image)	\$1.00
Property Deed Image (additional charge when ordered from within Property Reports) (not discountable)	\$8.00
Property Search (Property Assessments, Deeds & Mortgages)	\$2.00
Property Report (Property Assessments, Deeds & Mortgages, excluding Deed Image)	\$2.00
Provider Search	\$0.25
Provider Report	\$5.00
Provider Report Card (charged per search)	\$5.00
Provider Sanction Search (charged per search)	\$0.25
Provider Sanction Report	\$5.00
Real Time Person Search (charged per search)	\$3.50
Real Time Phone Search	\$0.50
Relatives ("Next Steps")	\$1.00
Relatives, Neighbors & Associates ("Next Steps")	\$2.00
Relavint Visual Link Analysis (Per Diagram) (not discountable)	\$2.00
Satellite Image Search	\$0.00
SEC Filings Search	\$3.50
Sexual Offenders (Report Included) (charged per search)	\$1.00
SIRIS	\$0.00
USA Patriot Act (charged per search) (not discountable)	\$0.25
Virtual Identity Search & Report	\$2.00
Voter Registrations	\$0.25
Watercraft	\$0.50
Watercraft Report	\$1.00
WorkPlace Locator (not discountable)	\$3.50
Reports	
Asset Report: Property Deeds & Assessments, Vehicle Registrations, Watercraft, FAA Pilots, FAA Aircraft, and UCC Filings.	\$3.50
Business Link Report (charged per search)	\$5.00
Comprehensive Report (Best Value): Summary Report, Associates, Bankruptcy, Concealed Weapons Permits, Criminal Records, DEA Controlled Substances License Search, Driver's Licenses, Email Search Premium, FAA Aircraft, FAA Pilots, Federal Firearms & Explosives License Search, Hunting/Fishing Permits, Liens/Judgments, National Motor Vehicle Accident Search & Report, Neighbors, People at Work, Phones Plus, Possible Education, Professional Licenses, Property, Relatives (3 Degrees), Sexual Offenders, UCC Filings, Vehicle Registrations, Voter Registration and Watercraft.	\$6.00
Additional Report Options:	--
-Real Time Phone Search (not discountable)	\$0.50

Contact Card Report: Summary Report: Names Associated with Subject, Contact List: At Home, At Work, Through Family, Through Associates, Through Neighbors, Possible Relocation, Email Search Premium, Address Summary and Phones Plus (optional).	\$3.50
Entitlement Report: Summary Report, Phones Plus, Bankruptcy, Liens/Judgments, UCC Filings, People At Work, Driver's Licenses, Vehicle Registrations, Property, Watercraft, FAA Pilots, FAA Aircraft, Professional Licenses, Associates, Relatives (3 Degrees), Criminal Records And Sexual Offenders. Results Can Be Restricted By The User To Their Applicable Dates Of Interest.	\$4.00
Finder Report: Address Summary, Others Using SSN, Date/Location Where SSN Issued, Phone Summary, Current Listed Phones, Unverified Phones With Type And Date Indicators, Current Neighbor Phones, Possible Relative Phones (2 Degrees), Possible Associate Phones, Phones At Historical Addresses, Email Search Premium, Bankruptcy Filings And Corporate Affiliations.	\$3.50
Government Location Report (charged per search)	\$1.00
Summary Report: Address Summary, Others Using SSN, Date/Location Where SSN Issued, Census Data, Bankruptcy Indicator, Property Indicator And Corporate Affiliations Indicator.	\$0.50
Comprehensive Address Report: (Base Report Features: Current And Previous Residents And Phones At Address)	\$0.50
Additional Report Options:	--
-Bankruptcy (charged per search)	\$1.00
-Businesses At Address	\$0.25
-Concealed Weapons Permit Search	\$0.25
-Criminal Records Search (charged per search)	\$1.00
-Criminal Records Report	\$1.00
-Driver Licenses At Address	\$0.75
-Hunting/Fishing License Search	\$0.25
-Liens And Judgments (charged per search)	\$0.25
-Motor Vehicles Registered At Address	\$0.75
-Neighborhood Profile (2010 Census)	\$0.50
-Neighbors At Address	\$0.25
-Property Ownership Current / Previous	\$1.00
-Sexual Offenders Search (Report Included) (charged per search)	\$1.00
Comprehensive Business Report (Base Report Features: Name and TIN Variations, Parent Company, and Industry Information)	\$0.50
Additional Report Options:	--
-Associated Businesses	\$1.00
-Associated People	\$1.00
-Bankruptcy (charged per search)	\$1.00
-Business Registrations	\$0.25
-Corporation Filings	\$1.00
-Dun & Bradstreet Records (not discountable)	\$3.75
-FAA Aircraft	\$0.25
-IRS 5500	\$0.50
-Liens and Judgments (charged per search)	\$0.25
-Motor Vehicles	\$0.75
-Properties	\$1.00
-UCC Filings	\$0.50

Page 5 of 8

Confidential

409581.1v1

Accurant for Government (Plan 58)

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

September 30, 2021

-Watercraft	\$1.00
-------------	--------

Attachment: LexisNexis Risk Solutions Schedule A - V3 January 12 2022 (RES-2022-36 : Approve Agreement with Lexis Nexis Risk Solutions)

Custom Comprehensive Report (Base Report Features: Others Using Same SSN, Date and Location where SSN Issued, Company Header, Address Summary, Possible Education, Comprehensive Report Summary)	\$0.50
Additional Report Options:	--
-Associates	\$1.00
-Bankruptcy (charged per search)	\$1.00
-Criminal Records (charged per search)	\$1.00
-DEA Controlled Substances License Search	\$0.25
-Driver Licenses Information	\$0.75
-Email Search Premium (not discountable)	\$0.40
-Federal Firearms & Explosives License Search	\$0.25
-Liens And Judgments (charged per search)	\$0.25
-Motor Vehicle(s) Registration (Watercraft & Boat Trailers Included)	\$0.75
-National Motor Vehicle Accident Search & Report	\$3.00
-Neighborhood Profile (2010 Census)	\$0.50
-Neighbors (Up To 6 Neighbors At 10 Different Addresses)	\$0.25
-People At Work	\$1.00
-Phones Plus	\$0.50
-Professional Licenses (Report Included) (charged per search)	\$1.00
-Properties	\$1.00
-Real Time Phone Search (not discountable)	\$0.50
-Real Time Vehicle Registrations (charged per search) (not discountable)	\$3.50
-Relatives (Up to 3 Degrees of Separation)	\$1.00
-Sexual Offenders (charged per search)	\$1.00
-Supplemental Data Sources (charged per search)	\$1.00
-UCC Filings	\$1.00
Flat Rate Comprehensive Healthcare Business Report (includes Base Report Features and Additional Report Options listed below)	\$10.00
Comprehensive Healthcare Business Report (Base Report Features: Name, Address and Phone Variations; Parent Company, ID Numbers and Industry Information)	\$0.50
Additional Report Options:	--
-Associated Businesses	\$1.00
-Associated People	\$1.00
-Bankruptcy (charged per search)	\$1.00
-Business Phone Matches	\$0.25
-Business Registrations	\$0.25
-Corporation Filings	\$1.00
-Dun & Bradstreet Records (not discountable)	\$3.75
-FAA Aircraft	\$0.25
-IRS 5500	\$0.50
-Liens And Judgments (charged per search)	\$0.25
-Motor Vehicles	\$0.75
-Properties	\$1.00
-Sanctions	\$0.50
-UCC Filings	\$0.50

Page 6 of 8

Confidential

409581.1v1

Accurant for Government (Plan 58)

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

September 30, 2021

-Verification	\$0.75
-Watercraft	\$1.00

Attachment: LexisNexis Risk Solutions Schedule A - V3 January 12 2022 (RES-2022-36 : Approve Agreement with Lexis Nexis Risk Solutions)

Flat Rate Comprehensive Healthcare Provider Report (includes Base Report Features and Additional Report Options listed below)	\$6.00
Comprehensive Healthcare Provider Report (Base Report Features: Gender, Date of Birth, Social Security Number, Tax ID(s) UPIN and NPI number)	\$0.50
Additional Report Options:	--
-Additional Deceased Data Sources	\$0.00
-Associates	\$0.00
-Bankruptcy (charged per search) (not discountable)	\$0.25
-Business Address Summary	\$0.25
-Business Affiliations	\$0.50
-Business Phone Matches	\$0.25
-DEA Licenses	\$0.25
-Degrees	\$0.00
-Education	\$0.50
-Group Affiliations	\$0.50
-GSA Sanctions (charged per search)	\$0.50
-Hospital Affiliations	\$0.50
-Liens And Judgments (charged per search)	\$0.25
-Medical Licenses (charged per search)	\$1.00
-Possible Criminal Records (charged per search)	\$0.25
-Professional Licenses (charged per search)	\$1.00
-Sanctions (Disciplinary) (charged per search)	\$0.50
-Sexual Offenses (charged per search)	\$1.00
-Specialties	\$0.00
-Verification	\$0.75
Online Batch	
Advanced Person Search	\$0.50
Deceased Person	\$0.25
Address (Single)	\$0.13
Address (Multiple)	\$0.16
Waterfall Phones: Directory Assistance Match, Address And Name Variations, Co-Residents, Phones Plus & Relatives; Add-Ons Possible Relocation, Neighbors & People At Work (Single)	\$0.23
Waterfall Phones: Directory Assistance Match, Address And Name Variations, Co-Residents, Phones Plus & Relatives; Add-Ons Possible Relocation, Neighbors & People At Work (Multiple)	\$0.25
Waterfall Phone with Address (single)	\$0.25
Waterfall Phone with Address (multiple)	\$0.30
Address and/or Phone Confirmation (per input) (single)	\$0.03
Address and/or Phone Confirmation (per input) (multiple)	\$0.04
Phones Plus	\$0.50
Real Time Phone Search	\$0.50
Real Time Motor Vehicle Registrations	\$1.50
Property - Add Up To Five Properties Owned By The Subject	\$1.00

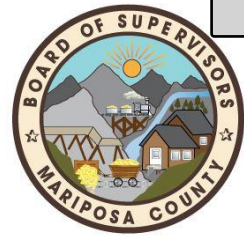
September 30, 2021

Consumer InstantID	\$0.65
Consumer InstantID With Fraud Defender	\$0.95
Consumer InstantID With Red Flags Rule	\$0.90
Business InstantID	\$1.30
Business InstantID With Fraud Defender	\$1.30
Multiple = 2 Or More Phones/Addresses Returned	--



MARIPOSA COUNTY

Health and Human Services • (209) 966-2000



RESOLUTION - ACTION REQUESTED 2022-37

MEETING: January 18, 2022

TO: The Board of Supervisors

FROM: Shannon Gadd, Health and Human Services Agency Director

RE: 2022 LIHEAP 22B-4021 Contract for Energy Assistance and Weatherization

RECOMMENDATION AND JUSTIFICATION:

Approve the 2022 Low Income Home Energy Assistance Program (LIHEAP) Agreement 22B-4021 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 Health and Human Services Agency Director to sign the agreement, certifications, and all subsequent Amendments (Subject to County Counsel Approval as to Form).

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.

Thus far in program year 2020 ending December 3, 2021, this program has assisted 584 low-income households containing 1,310 persons with energy assistance propane, wood, and utility payments and 11 households and 30 persons with weatherization services. A large percentage of these households include vulnerable populations such as seniors, the disabled, children under 5 years, and the working poor.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board approved the previous 2021 ARPA LIHEAP Agreement on September 28, 2021 by Resolution 2021-538.

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 FY21-22 Budget. Progress in the implementation of this grant will be monitored, and the FY21-22 budget for fund 3334 will be adjusted if necessary. There is no impact to the County General Fund.

ATTACHMENTS:

213_22B-4021 (PDF)
00. 2022 LIHEAP Contract Cover Letter (PDF)
03. CSD 279 FFATA v01.15 (PDF)
02. Lobbying Certification (PDF)
2022 LIHEAP Contract Final.. (PDF)

RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]

MOVER: Marshall Long, District III Supervisor

SECONDER: Tom Sweeney, District II Supervisor

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

AGREEMENT NUMBER

PURCHASING AUTHORITY NUMBER (if applicable)

STD. 213 (Rev 03/2019) CSD (Rev 07/2019)

22B-4021

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, 2021 through June 30, 2023

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 Construction, Administration, Procedure*

Article 3 - Contract Changes*

Article 4 - Administrative Policies and Procedures*

Article 5 - Administrative and Program Expenditures Requirements*

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 <i>(If other than an individual, state whether a corporation, partnership, etc.)</i>					
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	
STATE OF CALIFORNIA					
CONTRACTING AGENCY NAME					
Department of Community Services and Development					
CONTRACTING AGENCY ADDRESS		CITY	STATE	ZIP	
2389 Gateway Oaks Drive, Suite 100		Sacramento	CA	95833	
PRINTED NAME OF PERSON SIGNING		TITLE			
Chris Vail		Chief Financial Officer			
CONTRACTING AGENCY AUTHORIZED SIGNATURE				DATE SIGNED	

I hereby certify that all conditions for exemption have been complied with, and the document is exempt from the Department of General Services approval.

Attachment: 213_22B-4021 (RES-2022-37 : 2022 LIHEAP 22B-4021 Contract for Energy Assistance and Weatherization)



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



D.12.b

December 1, 2021

Dear Executive Director:

The purpose of this letter is to provide funding information for the 2022 Low-Income Home Energy Assistance Program (LIHEAP) contract. On October 29, 2021, the Department of Community Services and Development (CSD) received the initial 2022 LIHEAP grant award from the United States Department of Health and Human Services (HHS) in the amount of \$179,228,041 representing 90 percent of the funding level for the 2021 LIHEAP grant year. With the issuance of the 2022 LIHEAP contract, CSD is releasing \$144,344,981 to local LIHEAP Service Providers (LSPs). CSD will issue amendment(s) to facilitate the release of any additional 2022 LIHEAP grant funds released by HHS.

It is important to note that CSD will not process any claims for 2022 LIHEAP contract reimbursement or issue any 2022 program year utility assistance benefits until your contract is fully executed. To avoid gaps in LIHEAP service delivery, LSPs are encouraged to continue assistance delivery under all available open LIHEAP contracts while completing the execution of the 2022 LIHEAP contract. Contact your field representative if you need assistance moving funds within the components of your open LIHEAP contracts.

CSD received 34 comments on the 2022 LIHEAP draft contract. In accordance with received comments, CSD modified 2022 LIHEAP contract provisions to reflect the following: removed provisions requiring use of the Wood, Propane and Oil (WPO) Benefit Formula Policy to formulate WPO assistance levels to eligible applicants; updated Information Technology Automation Cost language to clarify procurement is not required for the maintenance, improvement, and updating of existing third-party vendor systems; and removed the maximum average weatherization investment per unit cap when an energy audit is performed. These amended or deleted contract provisions are reflected in the 2022 LIHEAP contract. Additionally, in response to several comments regarding weatherization reimbursement limits and cost increases to weatherization materials, CSD plans to conduct a measure cost analysis in the 2022 calendar year for measures with the highest number of recorded waiver requests including Heating and Cooling and Water Heating measures. A Program Notice will be issued to inform the Network of any cost increases identified by the measure cost analysis.

In addition, CSD completed 2022 LIHEAP program year updates to the Expenditure Activity Reporting System and is in the process of completing updates to the Combined Outcome Reporting Engine (CORE) systems. CSD anticipates the CORE system will be available for use on December 3, 2021.

CSD looks forward to a continued productive partnership so that, together, we can effectively administer our critical programs and services designed to strengthen the economic security of vulnerable Californians.

Sincerely,



DAVID SCRIBNER
Director
Attachments

**Community Services and Development
Federal Funding Accountability and Transparency Act Report Form**

Return with the Contract

As of October 1, 2010, CSD is required to comply with sub-award reporting requirements of the Federal Funding Accountability and Transparency Act (FFATA). CSD must file the FFATA sub-award report by the end of the month following the month in which CSD awards funds greater than or equal to \$25,000 to any agency/service provider. In accordance with terms of the CSD agreement, agencies are required to provide the information requested in this form on or before the above due date. Failure to timely submit the completed form may result in "high-risk" designation and/or imposition of additional special terms and conditions on the agency's eligibility for CSD funds.

Please e-mail completed report forms to your respective program e-mail address listed below:

Department of Energy Weatherization Assistance Program: Wx@csd.ca.gov

Community Services Block Grant: CSBGDIV@csd.ca.gov

Lead Hazard Control: LEADGrants@csd.ca.gov

Low Income Home Energy Assistance Program: Wx@csd.ca.gov

NOTE: If your agency receives multiple Community Services and Development (CSD) awards under various programs (i.e., Community Services Block Grant (CSBG), Weatherization Assistance Program (WX), Lead Hazard Control Program (LHCP), Low-Income Home Energy Assistance Program), complete a separate form for each program .

AGENCY/SUB-AWARDEE INFORMATION

Agency Name				
Program Type (<i>check one</i>)	☐ CSBG	☐ LEAD	☐ LIHEAP	☐ DOE WAP
Contract #(s) (<i>list all active contracts for the selected program</i>)				
Contract Period(s) (mm/dd/yy - mm/dd/yy)				
Agency Unique Identifier (DUNS Number)				
Agency Primary Contact Information (<i>person responsible for completing this form</i>)	Name:			
	Title			
	E-mail:			
	Phone:			
Location of Agency	Mailing Address:			
	State:			
	Zip + 4 digits (+4 digit is required)			
	U.S. Congressional District:			
	State Assembly District:			
	State Senate District:			

Place of Performance <i>(where program funds are primarily spent, if different from agency location above)</i>	Street Address:	
	State:	
	Zip + 4 digits (+4 digit is required)	
	U.S. Congressional District:	
	State Assembly District:	
	State Senate District:	
Agency (Sub-Awardee) Executive Compensation Reporting	Is more than 80% of your agency's annual gross revenue from the Federal government? ☐ Yes ☐ No (If YES, continue to the next question. If NO, you are now finished completing this form.)	
	Does your agency's total annual federal funding exceed \$25 million? ☐ Yes ☒ No (If YES, continue to the next question. If NO, you are now finished completing this form.)	
	Is your agency one of the entities described below? ☐ Yes ☐ No ▪ A tax-exempt nonprofit entity required to file an annual Form 990 return with the Internal Revenue Service (IRS). ▪ A publicly owned corporation required to file annual reports with the Securities and Exchange Commission (SEC).	
	(If NO, please list the names and compensation of your agency's top five highest compensated employees in the spaces below. If YES, <u>you are now finished completing this form.</u>)	
Five Highest Compensated Executives/Employees	Name	
	Compensation	
	Name	
	Compensation	
	Name	
	Compensation	
	Name	
	Compensation	
	Name	
	Compensation	

Description of Information Requested

Place of Performance

Address represents where the prime recipient is performing the majority of work funded. If the award funds multiple projects in different locations, then an address such as a city hall or county seat may be the most appropriate if it represent where the majority of funds are being used.

Agency/Sub-Awardee Executive Compensation Reporting

Sub-awardees must report the total compensation and names of the top five executives in the organization if:

- a) More than 80% of the annual gross revenues are from the Federal government, and those revenues are greater than \$25 million annually; and
- b) Compensation information is not readily available through reporting to the IRS on a Form 990 (section 6104 of the Internal Revenue Code of 1986), or through reporting to Securities and Exchange Commission (SEC). SEC reporting is required for publicly owned/traded corporations.

Exemptions: Refer to 2 CFR

Part 170 for exemption criteria. <http://www.gpo.gov/fdsys/pkg/CFR-2012-title2-vol1/pdf/CFR-2012-title2-vol1-part170.pdf>

Additional Resources

Unique Identifier (DUNS Number)	
The Data Universal Numbering System (DUNS) is the widely used system for identifying business entities on a location specific basis. The DUNS number remains with the company location to which it has been assigned even if it closes and goes out of business.	https://iupdate.dnb.com/iUpdate/companylookup.htm
Zip Code + 4 Digit Zip	
Use the United States Postal Service website to identify your +4 digit zip	https://tools.usps.com/go/ZipLookupAction!input.action
Congressional District	
Use the following sites to identify your congressional district	
U.S. Congressional District	http://www.house.gov/representatives/find/
State Assembly and Senate District	http://findyourrep.legislature.ca.gov/
Reporting Requirement Regulations	
The Federal Funding Accountability and Transparency Act of 2006	http://www.gpo.gov/fdsys/pkg/PLAW-109publ282/html/PLAW-109publ282.htm
FFATA Subaward Reporting System (FSRS) website	https://www.fsrc.gov/



CERTIFICATION REGARDING LOBBYING

DEPARTMENT OF HEALTH AND HUMAN SERVICES
FAMILY SUPPORT ADMINISTRATION

PROGRAM: 2022 LIHEAP

PERIOD: November 1, 2021 through June 30, 2023

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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

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

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

Title

Signature

Agency/Organization

Date

DISCLOSURE OF LOBBYING ACTIVITIES

Complete the form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

1. Type of Federal Action: ☐ a. contract ☐ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance	2. Status of Federal Action: ☐ a. bid/offer/application ☐ b. initial award ☐ c. post-award	3. Report Type: ☐ a. initial filing ☐ b. material change For Material Change Only: year _____ quarter _____ date of Last report _____
4. Name and Address of Reporting Entity: ☐ Prime ☐ Subawardee Tier _____, if known: Congressional District, if known: _____		5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known: _____
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, If applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$ _____	
10. a. Name address of Lobbying Entity (if individual, last name, first, name, MI): (attach Continuation Sheet(s) SF-LLL-A, if necessary)		b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): (attach Continuation Sheet(s) SF-LLL-A, if necessary)
11. Amount of Payment (check all that apply): \$ _____ ☐ actual ☐ planned	13. Type of Payment (check all that apply): ☐ a. retainer ☐ b. one-time fee ☐ c. commission ☐ d. contingent fee ☐ e. deferred ☐ f. other; specify: _____	
12. Form of Payment (check all that apply): ☐ a. cash ☐ b. in-kind; specify: nature _____ value _____		
14. Brief Description of Services Performed or to be Performed and Date(s) of Services, including officer(s), employee(s), or Member(s), contacted, for Payment indicated in Item 11: (attach Continuation Sheet(s) SF-LLL-A, if necessary)		
15. Continuation Sheet(s) SF-LLL-A attached: ☐ Yes ☐ No		
16 Information requested through this form is authorized by Title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1353. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty for not less than \$10,000 and not more than \$100,000 for each such failure.		Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____
Federal Use Only:		Authorized for Local Reproductions Standard Form – LLL

DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET

Approved by OMB
0348-0046

Reporting Entity: _____ Page _____ of _____

Attachment: 02. Lobbying Certification (RES-2022-37 : 2022 LIHEAP 22B-4021 Contract for Energy Assistance and Weatherization)

INSTRUCTION FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and ZIP Code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
- (b) Enter the full name of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budgets. Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

SUBVENTION CONTRACT

Contents

PREAMBLE 1

ARTICLE 1 -SCOPE OF WORK.....	1
1.1 General.....	1
1.2 Service Area.....	1
1.3 Term and Amount of Contract.....	2
1.4 Service Area Expenditure Requirements.....	2
1.5 Program Authorities – Requirements, Standards and Guidance.....	2
1.6 Duplication of Services.....	5
ARTICLE 2 -CONTRACT ADMINISTRATION AND PROCEDURE	6
2.1 State Contracting Requirements – “General Terms and Conditions, GTC 04/2017”	6
2.2 Contractor’s Option of Termination	6
2.3 Budget Contingencies	6
2.4 Miscellaneous Provisions.....	8
ARTICLE 3 -CONTRACT CHANGES.....	9
3.1 Amendment.....	9
3.2 Minor Modifications	9
ARTICLE 4 -ADMINISTRATIVE POLICIES AND PROCEDURES	10
4.1 Board Roster, By Laws, Resolution, and Minutes.....	10
4.2 Internal Controls Requirements	10
4.3 Record Retention Requirements	11
4.4 Insurance and Fidelity Bond	11
4.5 System Security Requirements	14
4.6 Travel and per diem	16
4.7 Conflict of Interest	17
4.8 Procurement Standards	18
4.9 Use and Disposition of Vehicles and Equipment	20
4.10 Subcontracts.....	20
4.11 Complaint Management Policies and Procedures.....	22
4.12 Fair Hearing Process for Applications for Denial of Benefits by Contractor.....	22
4.13 Fraud, Waste, and Abuse	23
ARTICLE 5 -ADMINISTRATIVE AND PROGRAM EXPENDITURES REQUIREMENTS.....	25

SUBVENTION CONTRACT

5.1	Budget Guidelines.....	25
5.2	Utility Assistance Expenditure Requirements	26
5.3	Working Capital Advance and Major Purchase Advances.....	27
5.4	Program Income.....	29
5.5	Wood, Propane and Oil Returned Payments.....	30
5.6	Allowable Costs	31
5.7	Service Area Expenditures Requirements	37
5.8	Reimbursement Guidelines	39
ARTICLE 6 -REPORTING POLICIES AND PROCEDURES		51
6.1	Reporting Requirements	51
ARTICLE 7 -PROGRAM POLICIES AND PROCEDURES		55
7.1	LIHEAP Agency Local Plan.....	55
7.2	Program Standards and Regulatory Requirements	55
7.3	Prioritization of Services.....	57
7.4	Service Priority Guidelines	58
7.5	Outreach and Intake Activity Guidelines.....	58
7.6	Assurance 16 Activity Guidelines	60
7.7	Leveraging Activities.....	62
7.8	Record-Keeping Responsibilities.....	63
ARTICLE 8 -PROGRAM IMPLEMENTATION		70
8.1	HEAP/WPO Activity Guidelines.....	70
8.2	Weatherization Activity Guidelines.....	71
8.3	Energy Crisis Intervention Program (ECIP) Services Activity Guidelines	82
8.4	ECIP Fast Track and HEAP Electric and Gas Pledge Guidelines	89
8.5	SWEATS Activity Guidelines	89
8.6	Quality Assurance.....	89
ARTICLE 9 -TRAINING, LICENSING AND CERTIFICATIONS		94
9.1	Training Requirements.....	94
9.2	Contractor Licensing.....	97
9.3	Special Licensing - Weatherization	97
9.4	Environmental Protection Agency (EPA) Certifications.....	97
9.5	Mandatory Training	98
ARTICLE 10 - COMPLIANCE POLICIES AND PROCEDURES.....		99
10.1	Right to Monitor, Audit, and Investigate	99
10.2	Auditing Standards and Reports	99

SUBVENTION CONTRACT

10.3	Compliance Monitoring.....	102
10.4	Enforcement Process - Noncompliance with Requirement of this Contract	105
10.5	Service Delivery and Expenditure Requirements	111
ARTICLE 11 - FEDERAL AND STATE POLICY PROVISIONS.....		114
11.1	Certifications.....	114
11.2	Provisions for Federally Funded Grants	114
11.3	Federal Certifications Regarding Debarment, Suspension, and Related Matters.....	116
11.4	Affirmative Action Compliance	117
11.5	Nondiscrimination Compliance	117
11.6	Contractor Fair Hearing - Civil Rights Act Violation	118
11.7	Specific Assurances	118
ARTICLE 12 - GENERAL TERMS AND CONDITIONS GTC 04/2017.....		120
ARTICLE 13 - DEFINITIONS		121
ARTICLE 14 - TABLE OF FORMS AND DOCUMENTS INCORPORATED BY REFERENCE		131
14.1	Forms to be returned with signed contract:.....	131
14.2	The following documents are hereby incorporated by this reference:.....	131
14.3	The following CPA's and CPN's are hereby incorporated by reference:.....	131

SUBVENTION CONTRACT

PREAMBLE

This subvention Contract, for the implementation of the Low-Income Home Energy Assistance Program (LIHEAP) in program year 2022 (“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, 2022. 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 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 2022 LIHEAP Numbers, Contractors, and Service Territories listing may be accessed at under the Supporting Documents section

<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

SUBVENTION CONTRACT

<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, 2022, 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 (45 CFR Part 96, Subpart H);
 - 1.5.1.2 The California Government Code (Cal. Gov. Code) §§ 16367.5 et seq., as amended, and Title 22 of the California Code of Regulations (CCR) §§ 100800 et seq.; and

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 either the Contractor or CSD shall be subject to an amendment to this

SUBVENTION CONTRACT

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);

SUBVENTION CONTRACT

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 Reweathering 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.

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

SUBVENTION CONTRACT

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.

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

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.

SUBVENTION CONTRACT

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;

SUBVENTION CONTRACT

- 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

SUBVENTION CONTRACT

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

SUBVENTION CONTRACT

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

SUBVENTION CONTRACT

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

SUBVENTION CONTRACT

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), and Trade Secrets Act (18 USC § 1905), the Stored Communications Act (18 USC §§ 2701 et seq.). Technology and systems code and functionality are owned by the respective

SUBVENTION CONTRACT

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.

4.5.7 Security Assessment

Contractor shall work with CSD to develop a Memorandum of Understanding (MOU) to further clarify privacy and information security requirements for ensuring the security of personal information of LIHEAP participants and technology systems supporting program administration and service delivery. In addition, the MOU will specify security requirements for Contractor information technology systems storing and transmitting personal information of program participants, to include specific security assessments and audits of Contractor systems that interconnect with CSD in accordance with federal and state requirements.

4.6 Travel and per diem

4.6.1 Contractor's employee travel costs and per diem reimbursement rates shall be

SUBVENTION CONTRACT

- reimbursed in accordance with Contractor's written policies and procedures not to exceed federal per diem requirements and are subject to the requirements of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR Part 75, including 45 CFR § 75.474).
- 4.6.2 Contractor shall complete the Out-of-State Travel Form (CSD 536) and keep on file with back up documentation for compliance monitoring. Out-of-State travel is limited to two staff per event, unless otherwise indicated on the Out-of-State-Travel Form CSD 536. Contractor must seek pre-approval, prior to travel, for non-preapproved conferences when more than two staff are attending.
- 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.

SUBVENTION CONTRACT

- 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 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

SUBVENTION CONTRACT

with the procurement standards in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR Part 75) or any subsequent amendments to these standards, and the applicable provisions in this Contract, including but not limited to a code of conduct for the award and administration of contracts and a procedure that provides, to the maximum extent practical, open and free competition.

- 4.8.1.2 Eligible Bidders. Contractor shall not permit any organizational conflicts of interest or noncompetitive practices that may restrict or eliminate competition or otherwise restrain trade. In order to ensure objective subcontractor performance and eliminate unfair competitive advantage, individuals or firms that develop or draft specifications, requirements, 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.

SUBVENTION CONTRACT

- 4.8.1.6 CSD Lease/Purchase Pre-Approval Requirements. To ensure that significant procurement transactions are conducted in an open and freely competitive manner, Contractor shall obtain prior written approval from CSD of capital expenditures for vehicles and equipment with a unit cost of \$10,000 or more through the submission of a Request for Purchase/Lease Pre-Approval (CSD 558) to CSD at least 15 calendar days prior to executing transaction. Transactions without CSD's prior written approval may be disallowed.
- 4.8.1.7 In all procurements, whether requiring CSD pre-approval or not, Contractor is solely responsible for maintaining adequate procurement 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

SUBVENTION CONTRACT

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.
- 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.

SUBVENTION CONTRACT

- 4.10.8 Contractor is liable for the failure of performance of the terms, conditions, assurances, and certifications of this Contract, without recourse against CSD over matters involving subcontracts entered into for the implementation of this Contract, including but not limited to disputes, claims, or other legal action for breach of contract, negligence, torts, or criminal acts and other misconduct.
- 4.10.9 Nothing in this Contract creates or implies a contractual relationship between CSD and any subcontractor or creates any obligation by CSD to any subcontractor. Contractor is liable to CSD for damages to CSD for the acts and omissions of its subcontractors that occur in connection with the implementation of this Contract. 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

SUBVENTION CONTRACT

- 4.12.1 Contractor shall establish a written appeals process to enable applicants who are denied benefits or services, or who receive untimely response or unsatisfactory performance, the right to appeal the decision or performance to the Contractor. Contractor's process shall include, at a minimum, all of the requirements of 22 CCR § 100805 (b) plus:
- 4.12.1.1 Provisions that ensure that each applicant is notified in writing of the right to appeal a denial of or untimely response to an application, or to appeal unsatisfactory performance. At the time the applicant applies for services, applicant shall be informed of appeal rights and appeal 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

SUBVENTION CONTRACT

abuse to the U.S. Department of Health and Human Services Office of Inspector General Fraud hotline.

Attachment: 2022 LIHEAP Contract Final.. (RES-2022-37 : 2022 LIHEAP 22B-4021 Contract for Energy Assistance and Weatherization)

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

SUBVENTION CONTRACT

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, 2022 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.

SUBVENTION CONTRACT

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

SUBVENTION CONTRACT

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](https://agencies.csd.ca.gov/home/Energy/Pages/CPNCPA-Energy.aspx), 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

SUBVENTION CONTRACT

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.

SUBVENTION CONTRACT

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 for services provided. Returned payments must not be entered into the Expenditure Activity Reporting System (EARS) or CSD's Combined Outcome Reporting Engine (CORE). Upon receipt of the returned payment Contractor shall make the following attempts to contact client:
 - 5.5.1.1 Make every reasonable attempt to contact client within five business days of receiving the returned payment during the contract term. The following shall constitute a reasonable effort and be maintained in the client file:
 - 5.5.1.1.1 One phone call attempt stating the client has the option to reclaim the returned payment and provide Contractor with the updated vendor information to reissue the returned payment amount; or
 - 5.5.1.1.2 One letter to the client stating the option to reclaim the repayment and provide Contractor with the updated vendor information to reissue the returned payment amount.
 - 5.5.1.2 Hold the returned payment for the client for 10 business days subsequent to all attempts to contact the client.
 - 5.5.1.3 If the client does not contact Contractor within the above time frames the

SUBVENTION CONTRACT

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 fringe benefits for administrative staff, as well as for facilities,

SUBVENTION CONTRACT

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

SUBVENTION CONTRACT

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 of Energy (DOE), or CSD training. CSD training may include

SUBVENTION CONTRACT

Local Service Provider's Meeting 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.

SUBVENTION CONTRACT

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 expenditures may include, but is not limited to, computer and

SUBVENTION CONTRACT

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 to obtain and implement CAP 60 ©, Hancock™ or

SUBVENTION CONTRACT

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/Documents1/ECIP%20Policy%20and%20Procedures.pdf#search=ECIP%20Policy>.

5.7 Service Area Expenditures Requirements

5.7.1 For purposes of this section the following definitions apply:

SUBVENTION CONTRACT

“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).

SUBVENTION CONTRACT

- 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

SUBVENTION CONTRACT

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

SUBVENTION CONTRACT

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 Maximum Reimbursement

5.8.4.5.1 Contractor shall be entitled to reimbursement for actual cost, not to exceed the maximum average of \$7,669 per dwelling unit weatherized with respect to the energy conservation measures and activities described in Reimbursement Rates for Weatherization and EHCS Activities located on the CSD Local Agencies Portal at <https://agencies.csd.ca.gov/home/Energy/Pages/Contracts.aspx>. The formula for determining the maximum average reimbursement rate is specified in Article 13, "Definitions".

5.8.4.5.2 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

SUBVENTION CONTRACT

reimbursement allowed, Contractor shall obtain prior written approval from CSD to exceed the maximum cost reimbursement and/or quantity limit for weatherization and ECIP HCS measures as described in Reimbursement Rates for Weatherization and ECIP EHCS Activities located in Article 13. Otherwise, at the Contractor's discretion, Contractor may elect to not provide the weatherization measure/service in the event the total cost exceeds the maximum cost reimbursement.

5.8.4.6.2 Assessments and Diagnostics

5.8.4.6.2.1 Contractor may claim reimbursement for dwelling assessment for each eligible household.

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

SUBVENTION CONTRACT

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.

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

SUBVENTION CONTRACT

performance of weatherization services and activities on the job site, downtime and general operating expenses as provided in subsection 5.8.4.6.5 Other Program Costs.

5.8.4.6.3.6 Lead Safe Weatherization

Contractor may claim reimbursement for renovator certification, defined as field-related labor costs associated with performing lead renovator certification for ensuring lead paint safety on weatherized dwellings built prior to 1978.

5.8.4.6.4 Heating and Cooling Services (HCS/EHCS)

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

SUBVENTION CONTRACT

5.8.4.6.5.1 Wages—Field Staff

Contractor may request reimbursement for the actual labor costs including benefits related to weatherization supervisors, assessors, inspectors, and crew members that are allocable to the program but not associated with the direct installation and/or performance of weatherization services/activities on the job site and training, including, but not limited to: job scheduling, job preparation, travel time, disposal of appliances and materials, building and prepping of weatherization materials away from the job site and downtime in accordance with any guidance issued by CSD.

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

SUBVENTION CONTRACT

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 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.

SUBVENTION CONTRACT

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 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,

SUBVENTION CONTRACT

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 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.

SUBVENTION CONTRACT

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

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.

5.8.5 SWEATS

5.8.5.1 Reimbursement shall be in accordance with [CPN-E-20-01](#) SWEATS Policy.

5.8.5.2 Public Safety Power Shut-Off Preparedness (PSPS) reimbursement shall be in accordance with [CPN-E-20-02](#) PSPS Emergency Preparedness Pilot

SUBVENTION CONTRACT

Policy and [CPN-E-20-02M2](#).

Attachment: 2022 LIHEAP Contract Final.. (RES-2022-37 : 2022 LIHEAP 22B-4021 Contract for Energy Assistance and Weatherization)

SUBVENTION CONTRACT

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 Policies and Procedures, which is available online at: <https://agencies.csd.ca.gov/home/Energy/Pages/Resources.aspx>.

- 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

SUBVENTION CONTRACT

for ECIP Fast Track or HEAP Electric and Gas to CORE, within the 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);

SUBVENTION CONTRACT

6.1.2.3 The date (or dates) on which warranty and/or maintenance work was 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

SUBVENTION CONTRACT

proportionate to the cumulative allowable program 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.

SUBVENTION CONTRACT

PROGRAMMATIC REQUIREMENTS

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 TRM;

7.2.1.1.2 ECIP Policy and Procedures;

7.2.1.1.3 Official State and Federal Program Notices and Guidance Documents;

SUBVENTION CONTRACT

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 745 et seq., Lead-Based Paint Poisoning Prevention in Certain Residential Structures, and the Housing and Urban Development rules in 24 CFR 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 for Cost Principles, and Audit Requirements for HHS Awards.

7.2.2.5 All materials used must be in compliance with Department of Energy rules in 10 CFR Part 440.

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

SUBVENTION CONTRACT

performed or when a component, system, or equipment of an existing building breaks, cannot be repaired and must be replaced.

- 7.2.3.2 The Title 24 energy conservation measure requirements to be applied are those applicable 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

- 7.3.1 Contractor assures that ECIP, HEAP, and Weatherization activities are conducted in accordance with the Agency Local Plan in Article 14.

SUBVENTION CONTRACT

- 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 the service area(s) are informed about all LIHEAP services and have an opportunity to apply for such services.

SUBVENTION CONTRACT

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 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

SUBVENTION CONTRACT

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

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

SUBVENTION CONTRACT

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, and mold, radon and lead-based paint 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 measures.
- 7.6.3.6 Contractor shall provide all clients with the EPA pamphlet, "A Citizen's

SUBVENTION CONTRACT

Guide to Radon: The Guide to Protecting Yourself and Your Family from Radon.”

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 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

SUBVENTION CONTRACT

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 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

SUBVENTION CONTRACT

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 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) 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

SUBVENTION CONTRACT

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;
- 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,

SUBVENTION CONTRACT

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 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

SUBVENTION CONTRACT

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 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

SUBVENTION CONTRACT

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.

7.8.10 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

SUBVENTION CONTRACT

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.

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 may establish a maximum benefit for HEAP WPO payments; such maximum shall be consistently applied. ECIP WPO payments cannot exceed \$1,000.

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

SUBVENTION CONTRACT

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 If a dwelling has been previously weatherized occupant eligibility must be recertified, except when the dwelling is being weatherized under the Disbursement Assistance Program (DAP). If leveraging with the DAP program in a previously weatherized dwelling, the dwelling and occupant eligibility is in effect for 365 days from the certification date.
- 8.2.1.8 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

SUBVENTION CONTRACT

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 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.

SUBVENTION CONTRACT

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 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

SUBVENTION CONTRACT

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

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

SUBVENTION CONTRACT

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).

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

SUBVENTION CONTRACT

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.

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:

SUBVENTION CONTRACT

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 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

SUBVENTION CONTRACT

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 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)

SUBVENTION CONTRACT

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.

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;

SUBVENTION CONTRACT

- 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 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

SUBVENTION CONTRACT

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 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.

8.2.6.9.3 Contractor shall repair a defective primary heating appliance when the cost to assess and repair is estimated at less than 50%

SUBVENTION CONTRACT

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.

8.2.7 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 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

SUBVENTION CONTRACT

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).

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

SUBVENTION CONTRACT

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 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

SUBVENTION CONTRACT

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

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:

SUBVENTION CONTRACT

- 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 ECIP Fast Track/WPO Payment Guidelines

- 8.3.3.4.1 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.
- 8.3.3.4.2 Contractor shall ensure that the maximum total ECIP WPO benefit does not exceed \$1,000. If Contractor uses program income to provide a supplemental ECIP WPO payment, the total payment cannot exceed \$1,000.

SUBVENTION CONTRACT

8.3.3.4.3 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.

8.3.3.4.4 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).

8.3.3.5 ECIP WPO Payment Guidelines Specific

8.3.3.5.1 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.

8.3.3.5.2 Contractor shall make payments directly to energy vendors on behalf of clients whose energy sources are wood, propane, or oil.

8.3.3.5.3 CSD will not make payments to clients for WPO assistance.

8.3.3.5.4 Before paying energy vendors, Contractor shall verify that charges for the services and goods provided are reasonable and within fair market value.

8.3.3.5.5 Contractor shall notify the applicant of the recipient household, in writing, when payments are made directly to an energy vendor for wood, propane, or oil on their behalf.

8.3.3.5.6 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.

SUBVENTION CONTRACT

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 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

SUBVENTION CONTRACT

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 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-20-02M2](#).

8.6 Quality Assurance

- 8.6.1 Certification

SUBVENTION CONTRACT

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) 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:

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 In addition, installed measures shall be reviewed 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

SUBVENTION CONTRACT

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 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 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 dwelling assessments.

SUBVENTION CONTRACT

- 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.
- 8.6.3.4 Contractor must remedy all Hazardous Conditions resulting from weatherization measure installation in accordance with the CSD TRM.
- 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

SUBVENTION CONTRACT

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:
- 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.

SUBVENTION CONTRACT

ARTICLE 9 - TRAINING, LICENSING AND CERTIFICATIONS

9.1 Training Requirements

9.1.1 All training, as indicated by employee classification in the Training 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 Basic Weatherization Training.

9.1.3 Training Provisions Based Upon Job Duties:

9.1.3.1 When job duties include duct leakage and shell leakage diagnostics, weatherization employees of Contractor and subcontractors shall receive Duct Leakage/Shell Leakage Diagnostic Training. No employee of Contractor and subcontractor shall perform diagnostic testing without having completed the required training.

9.1.3.1.1 Subsequent to successful completion of the Duct Leakage/Shell Leakage Diagnostic Training, Contractor and subcontractor employees are required to participate in a monitored field practice under the supervision of a third-party inspector and/or training provider to further evaluate employee knowledge and skill in this area of diagnostic testing.

9.1.3.1.2 Contractor and subcontract employees failing to demonstrate appropriate knowledge and skills in this competency will be required to complete additional training to enhance deficient skill and knowledge and will be prohibited from performing

SUBVENTION CONTRACT

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 the required training. Certificates of Completion shall be issued following successful completion of the second phase (“field portion”) of the training.
 - 9.1.3.3.1 Subsequent to successful completion of Field Assessment and/or Field Supervision Training, Contractor and subcontractor employees are required to participate in a monitored field practice under the supervision of a third-party inspector and/or training provider to further evaluate employee skill and knowledge in performing Assessments and/or Field Supervision.
 - 9.1.3.3.2 Contractor and subcontractor employees failing to demonstrate appropriate knowledge and skills in this competency will be required to complete additional training to enhance deficient skill and knowledge and will be prohibited from performing this activity until the completion of required training.
- 9.1.3.4 Weatherization employees of Contractor and subcontractors who perform

SUBVENTION CONTRACT

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.

9.1.7 Contractor shall maintain and make available for reference to Contractor's employees

SUBVENTION CONTRACT

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.
- 9.3.3 Contractor is responsible for ensuring that all subcontractors have active licensing and are in good standing with the CSLB for the duration of the subcontract.

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

SUBVENTION CONTRACT

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.

SUBVENTION CONTRACT

COMPLIANCE REQUIREMENTS

ARTICLE 10 - COMPLIANCE POLICIES AND PROCEDURES

10.1 Right to Monitor, Audit, and Investigate

- 10.1.1 Any duly authorized representative of the federal or state government, which includes but is not limited to the federal offices of inspectors general, the State Auditor, CSD staff, and any entity selected by CSD to perform inspections and/or investigations, shall have the right to monitor and audit Contractor and all subcontractors providing services under this Contract through on-site visits, audits, and any other appropriate means CSD deems necessary.
- 10.1.2 Contractor shall, upon reasonable notice, make available all information and materials reasonably necessary for CSD to substantiate to its satisfaction that expenditures incurred under this Contract are allowable and allocable, including, but not limited to files, books, documents, papers, and records. Contractor agrees to make such information and materials available to the federal government, the State, or any of their duly authorized agents or representatives, for purpose of examination, copying, or mechanical reproduction, on or off the premises of the subject entity.
- 10.1.3 Any duly authorized agent or representative of the federal or state government shall have the right to undertake investigations in accordance with 42 USC § 8627, 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

SUBVENTION CONTRACT

- 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 2CFR§200.502. 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

SUBVENTION CONTRACT

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;

SUBVENTION CONTRACT

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

SUBVENTION CONTRACT

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:

SUBVENTION CONTRACT

- 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 an 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.

SUBVENTION CONTRACT

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

SUBVENTION CONTRACT

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

SUBVENTION CONTRACT

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;

SUBVENTION CONTRACT

- 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.

SUBVENTION CONTRACT

- 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

SUBVENTION CONTRACT

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;

SUBVENTION CONTRACT

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

SUBVENTION CONTRACT

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, 2022.

- 10.5.2.1 CSD will monitor Contractor’s expenditures to evaluate compliance with meeting expenditure requirement by December 31, 2022, 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, 2022, 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, 2022, CSD will notify the Contractor no later than December 10, 2022 requesting the Contractor submit a request to expend beyond December 31, 2022.

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, 2023, 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, 2023 and reported no later than March 31, 2023, 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, 2023 and reported no later than March 31,

SUBVENTION CONTRACT

2023, the 2023 LIHEAP allocation will be offset by the balances remaining recorded as of the December 31, 2022 expenditure period reported no later than January 31, 2023.

SUBVENTION CONTRACT

CERTIFICATIONS AND ASSURANCES

ARTICLE 11 - FEDERAL AND STATE POLICY PROVISIONS

11.1 Certifications

11.1.1 Contractor's signature affixed to this Contract shall constitute a certification that to the best of its ability and knowledge it will, unless exempted, comply with the provisions set forth in the following:

11.1.1.1 Drug-Free Workplace Requirements, Contract 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/Worker's 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>.

11.2 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.

SUBVENTION CONTRACT

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.

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 (Pub. L. 115-31) 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/>. 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

SUBVENTION CONTRACT

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.fsr.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

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;

SUBVENTION CONTRACT

- 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.

11.4 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, Section 60-1.40, Sections 60-2.10 through 60-2.32, and Sections 60-741.4 through 60-741.43.
- 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:

SUBVENTION CONTRACT

- 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 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, 29 USC § 794).

11.6 Contractor Fair Hearing - Civil Rights Act Violation

- 11.6.1 In the event of any violation or alleged violation of Title VI of the Civil Rights Act of 1964, as amended, (42 USC § 2000d et seq.) Contractor has the right to request a fair hearing in response to such violation or alleged violation within 30 calendar days from the date of such action.
- 11.6.2 The 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 This Contract incorporates by reference all the nonsmoking policy provisions set forth in the Pro-Children Act of 1994 (20 USC § 6083).
- 11.7.1.2 Contractor further agrees that the above language will be included in any subcontracts that contain provisions for children's services and that all subcontractors shall certify compliance accordingly.

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.

SUBVENTION CONTRACT

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) (60 FR 25492, codified at 40 CFR Part 273); and California Workers' Compensation laws (Labor Code §§ 3200 et seq.).

11.7.4 Political Activities

- 11.7.4.1 Contractor shall refrain from all political activities if such activities involve the use of any funds that are the subject of this Contract.
- 11.7.4.2 Contractor is prohibited from any activity that is designed to provide voters or prospective voters with transportation to the polls or to provide 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).

SUBVENTION CONTRACT**ARTICLE 12 - GENERAL TERMS AND CONDITIONS GTC 04/2017**

Contractor may find the required California General Terms and Conditions (GTC 04/2017) at the following web address:

<https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>

Click the “GTC 04/2017” link to download the current requirements.

SUBVENTION CONTRACT

ARTICLE 13 - DEFINITIONS

All terms used in this Contract shall be those as defined in applicable federal and state law (see 42 USC §§ 8621 et seq. and Government Code § 16367.5) and regulation (see 45 CFR Part 96 and 22 CCR § 100800), or as more specifically defined as:

Administrative Costs: Actual costs for auxiliary functions such as salaries, wages, workers compensation, and fringe benefits for administrative staff, facilities, utilities, office and computer equipment, telephone, travel, accounting, auditing, monitoring assistance, office supplies, and like services necessary to sustain the direct effort involved in administering a grant program or an activity providing services to the grant program. Includes incurred costs associated with participation and attendance to policy advisory committee meetings and workgroups.

Contract: The complete contents of this contract entered into by and between CSD and Contractor, including all rights, duties, and obligations, whether expressed or implied, required toward the legal performance of the terms hereof.

Amendment: A formal change to the Contract of a material nature including but not limited to the term, scope of work, or name change of one of the Parties, or a change of the maximum amount of this Contract.

Authorized Agent: The duly authorized representative of the Board of Directors of Contractor and duly elected or appointed, qualified, and acting officer of CSD. In the case of Contractor, CSD shall be in receipt of board resolution affirming an agent's representative capacity to bind Contractor to the terms of this Contract.

CSD Program Advisory (CPA): The purpose of the CPA is to provide information, correct problems, contradictions and uncertainty. A CPA serves as short-term guidance to inform or direct immediate action to correct a problem or provide relief from an obligation.

CSD Program Notice (CPN): The purpose of the CPN is to supplement contractual requirements and facilitate program implementation. A CPN serves as long term guidance to summarize or interpret regulations or contract requirements.

Call-Back: A call-back is a visit from Contractor that occurs when a measure fails (either during inspection, or later within the warranty period) and must be corrected by the Contractor. The required warranty periods are defined in CSD's TRM. Warranty corrections 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.

SUBVENTION CONTRACT

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.

Definitions

SUBVENTION CONTRACT

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). 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

Definitions

SUBVENTION CONTRACT

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.

Definitions

SUBVENTION CONTRACT

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

Definitions

SUBVENTION CONTRACT

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.

Definitions

SUBVENTION CONTRACT

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.

Maximum Average Reimbursement: Represents the maximum average per dwelling investment for related weatherization service and program costs where an energy audit is conducted. The formula for determining the maximum average reimbursement is:

Maximum Average Reimbursement is equal to Program Operations divided by Total Completed Units.

Where Program Operations are defined as:

Program Costs less (Training & Technical Assistance + Liability Insurance + Vehicles & Equipment Purchases Over \$10,000 + Health and Safety)

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.

Definitions

SUBVENTION CONTRACT

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.

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.

Definitions

SUBVENTION CONTRACT

Pledge: A guarantee of payment or promise to pay made by the Contractor to the Utility Company via phone, fax, e-mail or webservice and guaranteed by CSD.

Pledge Date: The date in which the Contractor contacts the Utility Company via phone, fax, e-mail or webservice to pledge a payment on behalf of the applicant.

Pledge Timeframe: A set length of time, beginning on the date the Contractor makes the pledge and ends after a fixed number of days.

Program: Weatherization, HEAP, ECIP, and Assurance 16 services provided under 42 USC §§ 8621 et seq., as amended.

Program Income: Program income means gross income earned by Contractor that is directly generated by a supported activity or earned as a result of the Federal award during the period of 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

Definitions

SUBVENTION CONTRACT

defined as a one-unit, single-family dwelling or a one-unit, single-residential housing dwelling with one to four attached units.

Single Quantity Fixed-Fee Measures: Those weatherization measures with an assigned fixed-fee reimbursement and which limit the maximum quantity of the measure/service to a single item per weatherized dwelling.

State: The State of California Department of Community Services and Development.

Subcontractor: An entity (partnership, corporation, association, agency, or individual) that enters into a separate contract or agreement with Contractor to fulfill direct program or administrative tasks in support of this Contract.

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.

Definitions

SUBVENTION CONTRACT

ARTICLE 14 - TABLE OF FORMS AND DOCUMENTS INCORPORATED BY REFERENCE

The following forms and documents are available on the CSD Local Agencies Portal at <https://agencies.csd.ca.gov/home/Energy/Pages/Contracts.aspx>.

14.1 Forms to be returned with signed contract:

- 14.1.1 Certification Regarding Lobbying/Disclosure of Lobbying Activities;
- 14.1.2 Agency Staff and Board Roster (CSD 188);
- 14.1.3 Federal Funding Accountability and Transparency Act Report (CSD 279);
- 14.1.4 2022 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 2022 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 State Information Management Manual at http://www.cio.ca.gov/Government/IT_Policy/SIMM.html;
- 14.2.6 Supplemental Audit Guide;
- 14.2.7 Training Requirements Matrix; and
- 14.2.8 Direct Pay Utility Pledge Timeframe.

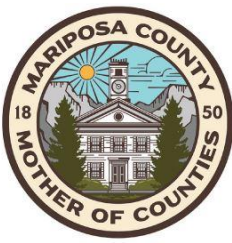
14.3 The following CPA's and CPN's are hereby incorporated by reference:

- 14.3.1 [CPA-A-12-01](#) Program Procedure Guidance with NCB Procurement Worksheet;

Table of Forms and Documents Incorporated by Reference

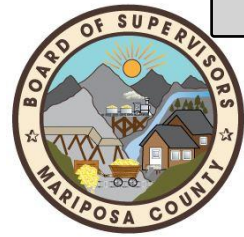
SUBVENTION CONTRACT

- 14.3.2 [CPA-E-18-005](#) Expenditure Reconciliation Policy and Procedure;
- 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
- 14.3.11. [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



MARIPOSA COUNTY

Health and Human Services • (209) 966-2000



D.13

RESOLUTION - ACTION REQUESTED 2022-38

MEETING: January 18, 2022

TO: The Board of Supervisors

FROM: Shannon Gadd, Health and Human Services Agency Director

RE: Agreement with Patton Air Conditioning to Provide Repair Services

RECOMMENDATION AND JUSTIFICATION:

Approve an Agreement with Patton Air Conditioning (Patton) to provide repair services for Mariposa County Health and Human Services Agency (HHSA) for an amount not to exceed \$100,000; and authorize the Board of Supervisors Chair to sign the Agreement.

Separate agreements for both maintenance and repair services have been created to reduce the likelihood of confusion. The agreement pertaining to this requested resolution involves additional services and/or repairs that are required beyond Preventative Maintenance Agreement with Patton.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board of Supervisors approved the First Amendment on November 19, 2019 through Resolution No. 2019-656.

The Board of Supervisors approved the Second Amendment on March 24, 2020 through Resolution No. 2020-150.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

If this agreement is not approved, the necessary repair work of the HVAC within the HHSA building may be delayed and adversely affect the office environment.

FINANCIAL IMPACT:

There is no impact to the County General Fund.

ATTACHMENTS:

Patton Repair Agreement 2022v2 (PDF)

RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]

MOVER: Marshall Long, District III Supervisor

SECONDER: Tom Sweeney, District II Supervisor

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

AGREEMENT FOR REPAIR SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 20____, by and between the County of Mariposa, a political subdivision of the State of California, ("County"), and Patton Air Conditioning ("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 November 1, 2021 and terminate on June 30, 2022 unless extended as provided by this Agreement.

2. SERVICES

Contractor shall perform repair services as described in Exhibit A, "Scope of Work," which is attached hereto and incorporated herein by reference. Contractor shall provide all staffing and materials necessary to perform the Scope of Work.

3. COMPENSATION

Contractor shall be compensated for services performed in an amount not to exceed \$100,000. Contractor's rates are listed in Exhibit B, "Cost Proposal." County shall pay Contractor within thirty (30) of receipt of an approved invoice.

4. INSURANCE

Contractor shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Contractor, its agents, representatives, or employees.

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

(1) Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

(2) Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired (Code 8) and non-owned autos (Code 9), with limits no less than \$1,000,000 per accident for bodily injury and property damage.

(3) Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.

(4) Professional Liability (Errors and Omissions): Insurance appropriate to Contractor's profession, with a limit of no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, County requires and shall be entitled to the broader coverage and/or higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to County.

B. OTHER INSURANCE PROVISIONS

The insurance policies are to contain, or be endorsed to contain, the following provisions:

(1) Additional Insured Status: County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 forms if a later edition is used).

(2) Primary Coverage: For any claims related to this Agreement, Contractor's insurance coverage shall be primary insurance as respects County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

(3) Notice of Cancellation: Each insurance policy required above shall state that coverage shall not be canceled, except with at least thirty (30) calendar days' notice to County.

(4) Waiver of Subrogation: Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not County has received a waiver of subrogation endorsement from the insurer.

(5) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by County. County may require Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

(6) Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to County.

(7) Verification of Coverage: Contractor shall furnish County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Contractor's obligation to provide them. County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

(8) Subcontractors: Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors.

(9) Special Risks or Circumstances: County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

5. HOLD HARMLESS/INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall hold harmless, defend at its own expense, and indemnify County, its officers, employees, agents, and volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees, arising from all acts or omissions of Contractor or its officers, agents, or employees in rendering services under this Agreement; excluding however such liability, claims, losses, damages, or expenses arising from County's sole negligence or willful acts.

6. INDEPENDENT CONTRACTOR

It is the expressed intention of the parties that Contractor is an independent contractor and not an employee, agent, joint venturer or partner of County. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between County and Contractor or any employee or agent of Contractor. Both parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall retain the right to perform services for others during the term of this Agreement.

7. PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the Public Employees Retirement System (CalPERS) to be eligible for enrollment in CalPERS as an employee of County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

8. STATE AND FEDERAL TAXES

As Contractor is not County's employee, Contractor is responsible for paying all required state and federal taxes. In particular:

- a. County will not withhold FICA (Social Security) from Contractor's payments;
- b. County will not make state or federal unemployment insurance contributions on behalf of Contractor;
- c. County will not withhold state or federal income tax from payment to Contractor;
- d. County will not make disability insurance contributions on behalf of Contractor;
- e. County will not obtain workers' compensation insurance on behalf of Contractor.

9. AUDITS AND INSPECTIONS

Contractor shall at any time during business hours, and as often as County may deem necessary, make available to County for examination all of its records and data with respect to the matters covered by this Agreement. Contractor shall, upon the request of County, permit County to audit and inspect all of such records and data necessary to ensure Contractor's compliance with the terms of this Agreement. If compensation to be paid by County under this Agreement exceeds Ten Thousand Dollars (\$10,000), Contractor shall be subject to the examination and audit of the California State Auditor, as provided in Government Code section 8546.7, for a period of three (3) years after final payment under this Agreement. This section survives the termination of this Agreement.

10. ASSIGNMENT

It is understood and agreed that this Agreement contemplates personal performance by Contractor and is based upon a determination of its unique personal competence and experience and upon its specialized personal knowledge. Assignments of any or all rights, duties or obligations of Contractor under this Agreement will be permitted only with the express written consent of County.

11. NOTICE

Any and all notices, reports or other communications to be given to County or Contractor shall be given to the persons representing the respective parties at the following addresses:

CONTRACTOR:

Patton Air Conditioning
272 N. Palm Ave
Fresno, CA 93701

COUNTY:

County of Mariposa
5362 Lemee Lane
P.O. Box 99
Mariposa, CA 95338
Fax: (209) 966-8251

12. COMPLIANCE

Contractor shall comply with all federal, state and local laws, codes, ordinances and regulations applicable to Contractor's performance under this Agreement, including, but not limited to, laws

related to prevailing wages. Specifically, Contractor shall not engage in unlawful employment discrimination, including, but not limited to, discrimination based upon a person's race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship or sexual orientation, as prohibited by state or federal law.

13. PUBLIC RECORDS ACT

Contractor is aware that this Agreement and any documents provided to County may be subject to the California Public Records Act and may be disclosed to members of the public upon request. It is the responsibility of Contractor to clearly identify information in those documents that it considers to be confidential under the California Public Records Act. To the extent that County agrees with that designation, such information will be held in confidence whenever possible. All other information will be considered public.

14. ENTIRE AGREEMENT AND MODIFICATION

This Agreement contains the entire agreement of the parties relating to the subject matter of this Agreement and supersedes all prior agreements and representations with respect to the subject matter hereof. This Agreement may only be modified by a written amendment hereto, executed by both parties. If there are exhibits attached hereto, and a conflict exists between the terms of this Agreement and any exhibit, the terms of this Agreement shall control.

15. ENFORCEABILITY AND SEVERABILITY

The invalidity or enforceability of any term or provisions of this Agreement shall not, unless otherwise specified, affect the validity or enforceability of any other term or provision, which shall remain in full force and effect.

16. TERMINATION AND RIGHTS UPON TERMINATION

A. This Agreement may be terminated upon mutual written consent of the parties, or as a remedy available at law or in equity. In the event of the termination of this Agreement, Contractor shall be entitled to compensation for services performed acceptably up to the effective date of termination as set forth in Exhibit B.

B. Either party may terminate this Agreement for convenience upon 30 calendar days' written notice to the other party. Upon termination for convenience, Contractor shall be entitled to compensation for services performed acceptably up to the effective date of termination, as set forth in Exhibit B.

C. Should Contractor default in the performance of this Agreement or materially breach any of its provisions, County, at its option, may terminate this Agreement by giving written notification to Contractor. The termination date shall be the effective date of the notice. For the purposes of this subsection, default or material breach of this Agreement shall include, but not be limited to, any of the following: failure to perform required services in a timely manner, willful destruction of County property, dishonesty, or theft.

17. NO WAIVER

The failure to exercise any right to enforce any remedy contained in this Agreement shall not operate as to be construed to be a waiver or relinquishment of the exercise of such right or remedy, or of any other right or remedy herein contained.

18. DISPUTES

Should it become necessary for a party to this Agreement to bring an action in connection with this Agreement, the prevailing party in any such action shall be entitled to reimbursement for all expenses so incurred, including reasonable attorney's fees.

It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a court of competent jurisdiction in the County of Mariposa, State of California.

19. CAPTIONS

The captions of this Agreement are for convenience and reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

20. NUMBER AND GENDER

In this Agreement, the neutral gender includes the feminine and masculine, the singular includes the plural, and the word "person" includes corporations, partnerships, firms or associations, wherever the context so requires.

21. MANDATORY AND PERMISSIVE

"Shall" is mandatory. "May" is permissive.

22. SUCCESSORS AND ASSIGNS

All representations, covenants and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

23. COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA"), Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or

adopted by a person with the intent to sign the electronic record pursuant to the CUETA, as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

24. OTHER DOCUMENTS

The parties agree that they shall cooperate in good faith to accomplish the object of this Agreement and, to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.

25. CONTROLLING LAW

The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California.

26. AUTHORITY

Each party and each party's signatory warrant and represent that each has full authority and capacity to enter into this Agreement in accordance with all requirements of law. The parties also warrant that any signed amendment or modification to this Agreement shall comply with all requirements of law, including capacity and authority to amend or modify this Agreement.

27. NEGOTIATED AGREEMENT

This Agreement has been arrived at through negotiation between the parties. Neither party is to be deemed the party which prepared this Agreement within the meaning of California Civil Code section 1654. Each party represents and warrants that in executing this Agreement it does so with full knowledge of the rights and duties it may have with respect to the other party. Each party also warrants and represents that it has received independent legal advice from its attorney with respect to the matters set forth in this Agreement and the rights and duties arising out of this Agreement, or that such party willingly foregoes any such consultation.

28. NO RELIANCE ON REPRESENTATIONS

Each party warrants and represents that it is not relying and has not relied upon any representation or statement made by the other party with respect to the facts involved or its rights or duties. Each party understands and agrees that the facts relevant, or believed to be relevant to this Agreement, have been independently verified. Each party further understands that it is responsible for verifying the representations of law or fact provided by the other 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.

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

COUNTY OF MARIPOSA

CONTRACTOR

Marshall Long, Chair
Board of Supervisors

Dan Reyes, Project Manager
Patton Air Conditioning

COUNTERSIGNED:
(Government Code §25103)

APPROVED AS TO FORM:

Rene LaRoche
Clerk of the Board

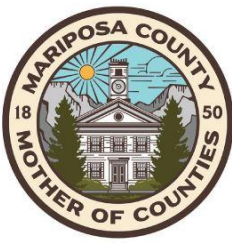
Steven W. Dahlem
County Counsel

Exhibit A
SCOPE OF WORK

In the event the need for additional service and/or repairs beyond what is addressed by the Preventive Maintenance Agreement is deemed needed by the Customer, Patton Air Conditioning will provide a special diagnostic service call that will result with a solution outlining the service/repair issue along with a quote for time and materials needed to resolve the additional service/repair need. Additional service/repair solution will be initiated after approval of quote from Customer is received.

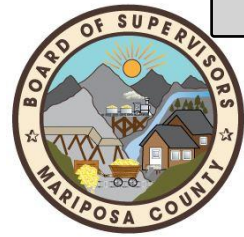
Exhibit B
COST PROPOSAL

The current labor rate is \$145 per hour. Billable time will be accrued in increments of 15 minutes. The total amount for this agreement is not to exceed \$100,000.



MARIPOSA COUNTY

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



RESOLUTION - ACTION REQUESTED 2022-39

MEETING: January 18, 2022

TO: The Board of Supervisors

FROM: Shannon Gadd, Health and Human Services Agency Director

RE: CalMHSA Participation Agreement for Workforce Education and Training (WET) Program

RECOMMENDATION AND JUSTIFICATION:

Approve the California Mental Health Services Authority (CalMHSA) Participation Agreement to implement the Workforce Education and Training program; and authorize the Board of Supervisors Chair to sign the Agreement.

The Workforce Education and Training (WET) program seeks to address the shortage of mental health practitioners in the public mental health systems through a framework that engages Regional Partnerships and supports individuals through five potential categories including: Pipeline development, Loan Repayment, Undergraduate College and University Scholarships, Clinical Master and Doctoral Graduate Education Stipend, and Retention Activities.

The Health and Human Services Agency (HHS) Behavioral Health branch will accept qualified applications for Psychiatric Mental Health Nurse Practitioner, Licensed Psychiatrist, Licensed/Associate Clinical Social Worker, Licensed/Associate Marriage and Family Therapist and Licensed/Associate Professional Clinical Counselor for WET fund distribution within the category of Loan Repayment.

California is separated into five different regions with each region designating its local priorities within the five categories. The Central Region - consisting of Alpine, Amador, Calaveras, El Dorado, Fresno, Inyo, Kings, Madera, Mariposa, Merced, Mono, Placer, Sacramento, San Joaquin, Stanislaus, Sutter-Yuba, Tulare, Tuolumne, and Yolo counties selected their local priorities. On behalf of the Central Region, the County of Fresno submitted a grant funding application to the Office of Statewide Health Planning and Development (OSHPD), which described the Central Region's local priorities and the funding sought to implement those priorities.

As a result of the grant application submitted to OSHPD by the County of Fresno, on behalf of the Central Region, OSHPD awarded a Regional Partnership Agreement (Agreement No. 20-10015) to the County of Fresno, on behalf of the Central Region. Agreement No. 20-10015 (hereinafter referred to as the "Grant Agreement") provides a grant award amount of \$6,615,967.75, conditioned on a 33% local match of \$2,183,269.36.

Mariposa County has been awarded an allocation of \$52,508.75, with a match fund obligation of \$13,028.49. To receive the allocation and implement the WET program, the County must execute the Participation Agreement mentioned in this resolution request. The term of this Agreement is September 15, 2020 through June 30, 2026.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board of Supervisors does not have a prior history with CalMHSA for this specific purpose.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Without approval, the Health and Human Services Agency will need to seek alternative solutions to addressing the shortage of mental health practitioners in Mariposa County.

FINANCIAL IMPACT:

The costs of participation will be paid with new state MHSA Regional Workforce funding (\$52,508.75) and matched with realignment funds (\$13,028.49). There is no impact to the County General fund.

ATTACHMENTS:

950-WET-2021-MAR (PDF)

RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]

MOVER: Marshall Long, District III Supervisor

SECONDER: Tom Sweeney, District II Supervisor

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

Agreement No. 950-WET-2021-MAR
Central Regional Partnership – OSPD WET Grant

CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY
PARTICIPATION AGREEMENT
COVER SHEET

1. Mariposa County (“Participant”) desires to participate in the Program identified below.

Name of Program: **Central Regional Partnership – OSHPD WET Grant**

2. California Mental Health Services Authority (“CalMHSA”) and Participant acknowledge that the Program will be governed by OSHPD No. 20-10015, CalMHSA’s Joint Powers Agreement and its Bylaws, and this Participation Agreement, including the following Exhibits:

- | | | |
|-------------------------------------|-----------|------------------------------------|
| ☒ | Exhibit A | Program Description |
| ☒ | Exhibit B | General Terms and Conditions |
| ☒ | Exhibit C | County Specific Funding |
| ☒ | Exhibit D | OSHPD Grant Agreement No. 20-10015 |

3. The maximum Participant match funds payable under this Participation Agreement is: **\$13,028.49**

4. The term of the Program is September 15, 2020 through June 30, 2026.

5. Authorized Signatures:

CalMHSA

Signed: _____ Name (Printed): Dr. Amie Miller, Psy.D., MFT

Title: Executive Director Date: _____

Participant: Mariposa County

Signed: _____ Name (Printed): _____

Title: Board of Supervisors/ CAO Date: _____

Signed: _____ Name (Printed): _____

Title: County Counsel Date: _____

Signed: _____ Name (Printed): _____

Title: Director, Mental Health Department Date: _____

Participation Agreement
EXHIBIT A – PROGRAM DESCRIPTION

I. Name of Program: Central Regional Partnership – OSHPD WET GRANT

II. Term of Program: This is a 68.5-month contract, beginning September 15, 2020 and terminating on June 30, 2026, with the option for early termination or extension as provided below.

III. Program Objective and Overview:

Objective: The 2020-2025 Workforce Education and Training (“WET”) program aims to address the shortage of mental health practitioners in the public mental health systems (“PMHS”) through a framework that engages Regional Partnerships and supports individuals through five potential categories including: Pipeline development, Loan Repayment, Undergraduate College and University Scholarships, Clinical Master and Doctoral Graduate Education Stipend, and Retention Activities.

Overview: As outlined in the OSHPD 5-year WET Plan, California is separated into five different regions with each region designating its local priorities within the five categories. The Central Region - consisting of Alpine, Amador, Calaveras, El Dorado, Fresno, Inyo, Kings, Madera, Mariposa, Merced, Mono, Placer, Sacramento, San Joaquin, Stanislaus, Sutter-Yuba, Tulare, Tuolumne, and Yolo counties selected their local priorities. On behalf of the Central Region, the County of Fresno submitted a grant funding application to OSHPD, which described the Central Region’s local priorities and the funding sought to implement those priorities.

As a result of the grant application submitted to OSHPD by the County of Fresno, on behalf of the Central Region, OSHPD awarded a Regional Partnership Agreement (Agreement No. 20-10015) to the County of Fresno, on behalf of the Central Region. Agreement No. 20-10015 (hereinafter referred to as the “Grant Agreement”) provides a grant award amount of \$6,615,967.75, conditioned on a 33% local match of \$2,183,269.36. A copy of the Grant Agreement is attached hereto as Exhibit D and incorporated herein by this reference.

The County of Fresno, in its capacity as Lead County for the Central Region Counties (“Lead County”), entered into a Memorandum of Understanding (hereinafter referred to as the “CalMHSA MOU”) with CalMHSA to provide services to the County of Fresno and the Central Region Counties as a third-party administrator of the Grant Agreement to serve as the third-party fiduciary agent and program support for the Grant Agreement deliverables.

Participation Agreement
EXHIBIT B – GENERAL TERMS AND CONDITIONS

I. Definitions

The following words, as used throughout this Participation Agreement, shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used:

- A. CalMHSA – California Mental Health Services Authority, a Joint Powers Authority (JPA) created by counties in 2009 at the instigation of the California Mental Health Directors Association to jointly develop and fund mental health services and education programs.
- B. Lead County – the County of Fresno, in its capacity as Lead County for the Central Region Counties for the purposes of administering the Grant Agreement.
- C. Mental Health Services Division (MHSD) – The Division of the California Department of Health Care Services responsible for mental health functions.
- D. Member – A County (or JPA of two or more Counties) that has joined CalMHSA and executed the CalMHSA Joint Powers Agreement.
- E. Mental Health Services Act (MHSA) – A law initially known as Proposition 63 in the November 2004 election that added sections to the Welfare and Institutions Code providing for, among other things, PEI Programs.
- F. Participant – The County executing this Participation Agreement.
- G. Program – The program identified in the Cover Sheet.

II. Responsibilities

- A. Responsibilities of CalMHSA:

CalMHSA shall:

1. Act as the Fiscal and Administrative agent for the Program.
2. Draft, negotiate, and execute Participation Agreements (PAs) for each contributing county.
3. Manage funds received consistent with the requirements of any applicable laws, regulations, guidelines and/or contractual obligations, including the Agreement No. 790-WET-2021-Central (hereafter, “Central Region WET RP MOU”).
4. Confirm matching funds and provide the Central Regional Partnership and OSHPD with copies of all PAs, invoices, and required financial statements.
5. Provide regular fiscal reports to Participant and/or other public agencies with a right to such reports.
6. Oversee compliance with Exhibit D and individual Participation Agreements by Central Region Counties.
7. Oversee the distribution and program management of funds, both match funds and OSHPD WET Grant funds, to the Central Region Partnership Counties.

8. Comply with CalMHSA's Joint Powers Agreement and Bylaws.
- B. Responsibilities of Participant:
1. Participant shall comply with the provisions of Exhibit D while participating in the Program.
 2. Participant shall transfer the total match amount to CalMHSA as specified in section V Fiscal Provisions, including administrative fee, which Participant will pay upon execution of this agreement.
 3. Participant shall provide CalMHSA, the County of Fresno, and any other parties deemed necessary with requested information and assistance to fulfill the purpose of the Program.
 4. Participant shall be responsible for all assessments, creation of individual case plans, and providing or arranging for services required of the Program Participant with OSHPD WET Grant funds.
 5. Participant shall provide feedback on Program performance.
 6. Participant shall comply with applicable laws, regulations, guidelines, JPAs and bylaws, and contractual agreements, including Exhibit D of this Participation Agreement.

III. Duration, Term, and Amendment

- A. The term of the Program is for 68.5 months.
- B. This Agreement may be supplemented, amended, or modified only by the mutual agreement of CalMHSA and the Participant, expressed in writing and signed by authorized representatives of both parties.

IV. Withdrawal, Cancellation, and Termination

- A. Participant may withdraw from the Program and terminate the Participation Agreement upon six (6) months' written notice. Notice shall be deemed served on the date of mailing.
- B. The withdrawal of a Participant from the Program shall not automatically terminate its responsibility for its share of the expense and liabilities of the Program. The contributions of current and past Participants are chargeable for their respective share of unavoidable expenses and liabilities arising during the period of their participation or arising due to their termination of their participation.
- C. Upon cancellation, termination, or other conclusion of the Program, any Participant match funds remaining undisbursed after CalMHSA satisfies all obligations arising from the administration of the Program shall be returned to the Participant, less any administrative fees reasonably earned in proportion to the work performed on this program and deliverables completed pursuant to the terms of this Participation Agreement and Exhibit D attached hereto.

V. Fiscal Provisions

- A. Funding required from Participant will not exceed the amount stated as follows:
- B. Payment Terms –

Agreement No. 950-WET-2021-MAR
Central Regional Partnership – OSPD WET Grant

- a. County Match: The total match amount of **\$13,028.49** is due by Participant to CalMHSA upon execution of this agreement.
- b. NOTE: The following funds are to be paid to CalMHSA by the Central Region Lead, Fresno County, on behalf of Participant as outlined under section C (County Responsibilities) of Agreement No. 790-WET-2021-Central OSHPD WET Grant – Central Region.
 - i. Participant's share of OSHPD Grant Award in the amount of \$33,558.22, will be paid to CalMHSA by the Central Region Lead, Fresno County, as specified in the Central Region WET RP MOU.
 - ii. Upon receipt from HCAI, Participant's remaining 15% share of OSHPD Grant Award in the amount of \$5,922.04, shall be paid to CalMHSA by the Central Region Lead, Fresno County as specified in the Central Region WET RP MOU.
 - iii. Total funding of \$52,508.75 is inclusive of a CalMHSA Administrative Fee of 13.04% or \$6,848.97.
- C. In a Multi-County Program, Participants will share the costs of planning, administration, and evaluation in the same proportions as their overall contributions.

VI. Limitation of Liability and Indemnification

- A. CalMHSA is responsible for using all funds it receives, both Participant's County match as well as Participant's share of OSHPD Grant Award, in accordance with this Participation Agreement and the Central Region WET RP MOU. CalMHSA is not liable to Participant under this Participation Agreement for damages beyond the total amount of Participant's County match funds received by CalMHSA as well as Participant's share of OSHPD Grant Award funds received by CalMHSA.
- B. CalMHSA is not undertaking responsibility for assessments, creation of case or treatment plans, providing or arranging services, and/or selecting, contracting with, or supervising providers (collectively, "mental health services"). Participant will defend and indemnify CalMHSA and the other Central Region Counties for any claim, demand, disallowance, suit, or damages arising from Participant's acts or omissions in connection with the provision of mental health services.
- C. Participant agrees to indemnify, save, hold harmless, and upon request, defend the Lead County, its officers, agents, and employees from any and all costs and expenses (including attorney's fees and costs), damages, liabilities, claims, and losses occurring or resulting to the Lead County in connection with the performance, or failure to perform, by the Participant, its officers, agents, or employees under this Participation Agreement, including Exhibit D, and from any and all costs and expenses (including attorney's fees and costs), damages, liabilities, claims, and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the performance, or failure to perform, of the Participant, its officers, agents, or employees under this Agreement.
- D. INSURANCE. Without limiting the Lead County's right to obtain indemnification from Participant or any third parties, Participant, at its sole expense, shall maintain in full force and effect, the following insurance policies or a program of self-insurance, including but

not limited to, an insurance pooling arrangement or Joint Powers Agreement (JPA) throughout the term of the Agreement:

Commercial General Liability

Commercial General Liability Insurance with limits of not less than Two Million Dollars (\$2,000,000.00) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000.00). This policy shall be issued on a per occurrence basis. Lead County may require specific coverages including completed operations, products liability, contractual liability, Explosion-Collapse-Underground, fire legal liability or any other liability insurance deemed necessary because of the nature of this contract.

Automobile Liability

Comprehensive Automobile Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and for property damages. Coverage should include any auto used in connection with this Agreement.

Professional Liability

If Participant employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W., M.F.C.C.) in providing services, Professional Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate. Participant agrees that it shall maintain, at its sole expense, in full force and effect for a period of three (3) years following the termination of this Agreement, one or more policies of professional liability insurance with limits of coverage as specified herein.

Worker's Compensation

A policy of Worker's Compensation insurance as may be required by the California Labor Code.

Molestation

Sexual abuse / molestation liability insurance with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence, Two Million Dollars (\$2,000,000.00) annual aggregate. This policy shall be issued on a per occurrence basis.

Additional Requirements Relating to Insurance

Participant shall obtain endorsements to the Commercial General Liability insurance naming the County of Fresno, its officers, agents, and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by Lead County, its officers, agents and employees shall be excess only and not contributing with insurance provided under Participant's policies herein. This insurance shall not be cancelled or changed without a minimum of thirty (30) days advance written notice given to Lead County. Participant hereby waives its right to recover from Lead County, its officers, agents, and employees any amounts paid by the policy of worker's compensation insurance required by this Agreement. Participant is solely responsible to obtain any endorsement to such policy that may be necessary to accomplish such waiver of subrogation, but Participant's waiver of subrogation under this paragraph is effective whether or not Participant obtains such an endorsement.

Within Thirty (30) days from the date Participant signs and executes this Agreement, Participant shall provide certificates of insurance and endorsement as stated above for all of the foregoing policies, as required herein, to the County of Fresno, Department of Behavioral Health, Elizabeth Barreneche, 1925 E. Dakota Ave., Fresno, CA 93726, or email dbhcontractedservicesdivision@fresnocountyca.gov, stating that such insurance coverage have been obtained and are in full force; that the County of Fresno, its officers, agents and employees will not be responsible for any premiums on the policies; that for such worker's compensation insurance the Participant has waived its right to recover from the Lead County, its officers, agents, and employees any amounts paid under the insurance policy and that waiver does not invalidate the insurance policy; that such Commercial General Liability insurance names the County of Fresno, its officers, agents and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned; that such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by Lead County, its officers, agents and employees, shall be excess only and not contributing with insurance provided under Participant's policies herein; and that this insurance shall not be cancelled or changed without a minimum of thirty (30) days advance, written notice given to Lead County.

In the event Participant fails to keep in effect at all times insurance coverage as herein provided, the Lead County may, in addition to other remedies it may have, suspend or terminate this Agreement upon the occurrence of such event.

All policies shall be issued by admitted insurers licensed to do business in the State of California, and such insurance shall be purchased from companies possessing a current A.M. Best, Inc. rating of A FSC VII or better.

- VII. Electronic Signature:** The parties agree that this Agreement may be executed by electronic signature as provided in this section. An "electronic signature" means any symbol or process intended by an individual signing this Agreement to represent their signature, including but not limited to (1) a digital signature; (2) a faxed version of an original handwritten signature; or (3) an electronically scanned and transmitted (for example by PDF document) of a handwritten signature. Each electronic signature affixed or attached to this Agreement (1) is deemed equivalent to a valid original handwritten signature of the person signing this Agreement for all purposes, including but not limited to evidentiary proof in any administrative or judicial proceeding, and (2) has the same force and effect as the valid original handwritten signature of that person. The provisions of this section satisfy the requirements of Civil Code section 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part 2, Title 2.5, beginning with section 1633.1). Each party using a digital signature represents that it has undertaken and satisfied the requirements of Government Code section 16.5, subdivision (a), paragraphs (1) through (5), and agrees that each other party may rely upon that representation. This Agreement is not

Agreement No. 950-WET-2021-MAR
Central Regional Partnership – OSPD WET Grant

conditioned upon the parties conducting the transactions under it by electronic means and either party may sign this Agreement with an original handwritten signature.

Participation Agreement
EXHIBIT C – COUNTY SPECIFIC FUNDING

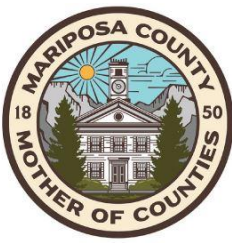
Mariposa County Program Budget Allocation:

Program Funds Allocation for County	\$45,659.78
Administrative Fee	\$6,848.97
Total County Funding	\$52,508.75

Central Region WET Regional Partnership Mariposa County Grant Match:

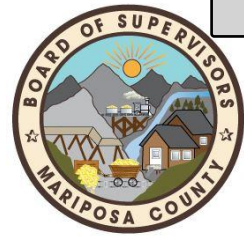
County Share of OSPHD Regional Grant Award	\$39,480.26
County Match Funds Collected under this Agreement	\$13,028.49
Total County Grant Funds	\$52,508.75

Note: The above “Total County Grant Funds” is inclusive of a \$6,848.97 CalMHSA Administrative Fee.



MARIPOSA COUNTY

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



RESOLUTION - ACTION REQUESTED 2022-40

MEETING: January 18, 2022

TO: The Board of Supervisors

FROM: Shannon Gadd, Health and Human Services Agency Director

RE: Agreement with San Jose Behavioral Health for Inpatient Services

RECOMMENDATION AND JUSTIFICATION:

Approve an agreement with San Jose Behavioral Health to provide psychiatric inpatient services in an amount not to exceed \$284,000; and authorize the Board of Supervisors Chair to sign the agreement.

The County does not operate inpatient hospital facilities and therefore establishes agreements for such placements. Multiple agreements are necessary to meet the potential need for mental health emergency services because beds are in short supply throughout California. If the County limits the number of agreements, there may come a time when someone is a danger to themselves or others and no bed space is available.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

Board of Supervisors approved an amendment to the most recent agreement with San Jose Behavioral Health on July 7, 2020 through Resolution No. 2020-373.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

If this agreement is not approved, Behavioral Health will be hindered in providing emergency care to persons undergoing psychiatric emergencies.

FINANCIAL IMPACT:

This contract will be paid from the Behavioral Health budget unit 1001-402.
There is no impact to the County General Fund.

ATTACHMENTS:

SJBH Agreement 2022 (PDF)

RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]

MOVER: Marshall Long, District III Supervisor

SECONDER: Tom Sweeney, District II Supervisor

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

AGREEMENT FOR PSYCHIATRIC INPATIENT SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 20____, by and between the County of Mariposa, a political subdivision of the State of California, ("County"), and SJBH, LLC dba San Jose Behavioral Health ("Contractor"), pursuant to the following terms and conditions.

W I T N E S S E T H:

1. TERM

The term of this Agreement shall commence on July 1, 2021 and terminate on June 30, 2022 unless extended as provided by this Agreement.

2. SERVICES

Contractor shall perform psychiatric inpatient services as described in Exhibit A, "Scope of Work," which is attached hereto and incorporated herein by reference. Contractor shall provide all staffing and materials necessary to perform the Scope of Work.

3. COMPENSATION

Contractor shall be compensated for services performed in an amount not to exceed \$284,000. Contractor's rates are listed in Exhibit B, "Cost Proposal." County shall pay Contractor within thirty (30) of receipt of an approved invoice.

4. INSURANCE

Contractor shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Contractor, its agents, representatives, or employees.

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

(1) Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

(2) Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired (Code 8) and non-owned autos (Code 9), with limits no less than \$1,000,000 per accident for bodily injury and property damage.

(3) Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.

(4) Professional Liability (Errors and Omissions): Insurance appropriate to Contractor's profession, with a limit of no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, County requires and shall be entitled to the broader coverage and/or higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to County.

B. OTHER INSURANCE PROVISIONS

The insurance policies are to contain, or be endorsed to contain, the following provisions:

(1) Additional Insured Status: County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 forms if a later edition is used).

(2) Primary Coverage: For any claims related to this Agreement, Contractor's insurance coverage shall be primary insurance as respects County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

(3) Notice of Cancellation: Each insurance policy required above shall state that coverage shall not be canceled, except with at least thirty (30) calendar days' notice to County.

(4) Waiver of Subrogation: Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not County has received a waiver of subrogation endorsement from the insurer.

(5) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by County. County may require Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

(6) Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to County.

(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

As Contractor is not County's employee, Contractor is responsible for paying all required state and federal taxes. In particular:

- a. County will not withhold FICA (Social Security) from Contractor's payments;
- b. County will not make state or federal unemployment insurance contributions on behalf of Contractor;
- c. County will not withhold state or federal income tax from payment to Contractor;
- d. County will not make disability insurance contributions on behalf of Contractor;
- e. County will not obtain workers' compensation insurance on behalf of Contractor.

9. AUDITS AND INSPECTIONS

Contractor shall at any time during business hours, and as often as County may deem necessary, make available to County for examination all of its records and data with respect to the matters covered by this Agreement. Contractor shall, upon the request of County, permit County to audit and inspect all of such records and data necessary to ensure Contractor's compliance with the terms of this Agreement. If compensation to be paid by County under this Agreement exceeds Ten Thousand Dollars (\$10,000), Contractor shall be subject to the examination and audit of the California State Auditor, as provided in Government Code section 8546.7, for a period of three (3) years after final payment under this Agreement. This section survives the termination of this Agreement.

10. ASSIGNMENT

It is understood and agreed that this Agreement contemplates personal performance by Contractor and is based upon a determination of its unique personal competence and experience and upon its specialized personal knowledge. Assignments of any or all rights, duties or obligations of Contractor under this Agreement will be permitted only with the express written consent of County.

11. NOTICE

Any and all notices, reports or other communications to be given to County or Contractor shall be given to the persons representing the respective parties at the following addresses:

CONTRACTOR:

SJBH, LLC dba San Jose Behavioral
Health
455 Silicon Valley Blvd
San Jose, CA 95318

COUNTY:

County of Mariposa
5362 Lemee Lane
P.O. Box 99
Mariposa, CA 95338
Fax: (209) 742-0996

12. COMPLIANCE

Contractor shall comply with all federal, state and local laws, codes, ordinances and regulations applicable to Contractor's performance under this Agreement, including, but not limited to, laws related to prevailing wages. Specifically, Contractor shall not engage in unlawful employment discrimination, including, but not limited to, discrimination based upon a person's race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship or sexual orientation, as prohibited by state or federal law.

13. PUBLIC RECORDS ACT

Contractor is aware that this Agreement and any documents provided to County may be subject to the California Public Records Act and may be disclosed to members of the public upon request. It is the responsibility of Contractor to clearly identify information in those documents that it considers to be confidential under the California Public Records Act. To the extent that County agrees with that designation, such information will be held in confidence whenever possible. All other information will be considered public.

14. ENTIRE AGREEMENT AND MODIFICATION

This Agreement contains the entire agreement of the parties relating to the subject matter of this Agreement and supersedes all prior agreements and representations with respect to the subject matter hereof. This Agreement may only be modified by a written amendment hereto, executed by both parties. If there are exhibits attached hereto, and a conflict exists between the terms of this Agreement and any exhibit, the terms of this Agreement shall control.

15. ENFORCEABILITY AND SEVERABILITY

The invalidity or enforceability of any term or provisions of this Agreement shall not, unless otherwise specified, affect the validity or enforceability of any other term or provision, which shall remain in full force and effect.

16. TERMINATION AND RIGHTS UPON TERMINATION

A. This Agreement may be terminated upon mutual written consent of the parties, or as a remedy available at law or in equity. In the event of the termination of this Agreement, Contractor shall be entitled to compensation for services performed acceptably up to the effective date of termination as set forth in Exhibit B.

B. Either party may terminate this Agreement for convenience upon 30 calendar days' written notice to the other party. Upon termination for convenience, Contractor shall be entitled to compensation for services performed acceptably up to the effective date of termination, as set forth in Exhibit B.

C. Should Contractor default in the performance of this Agreement or materially breach any of its provisions, County, at its option, may terminate this Agreement by giving written notification to Contractor. The termination date shall be the effective date of the notice. For the purposes of this subsection, default or material breach of this Agreement shall include,

but not be limited to, any of the following: failure to perform required services in a timely manner, willful destruction of County property, dishonesty, or theft.

17. NO WAIVER

The failure to exercise any right to enforce any remedy contained in this Agreement shall not operate as to be construed to be a waiver or relinquishment of the exercise of such right or remedy, or of any other right or remedy herein contained.

18. DISPUTES

Should it become necessary for a party to this Agreement to bring an action in connection with this Agreement, the prevailing party in any such action shall be entitled to reimbursement for all expenses so incurred, including reasonable attorney's fees.

It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a court of competent jurisdiction in the County of Mariposa, State of California.

19. CAPTIONS

The captions of this Agreement are for convenience and reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

20. NUMBER AND GENDER

In this Agreement, the neutral gender includes the feminine and masculine, the singular includes the plural, and the word "person" includes corporations, partnerships, firms or associations, wherever the context so requires.

21. MANDATORY AND PERMISSIVE

"Shall" is mandatory. "May" is permissive.

22. SUCCESSORS AND ASSIGNS

All representations, covenants and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

23. COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA"), Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of

the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA, as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

24. OTHER DOCUMENTS

The parties agree that they shall cooperate in good faith to accomplish the object of this Agreement and, to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.

25. CONTROLLING LAW

The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California.

26. AUTHORITY

Each party and each party's signatory warrant and represent that each has full authority and capacity to enter into this Agreement in accordance with all requirements of law. The parties also warrant that any signed amendment or modification to this Agreement shall comply with all requirements of law, including capacity and authority to amend or modify this Agreement.

27. NEGOTIATED AGREEMENT

This Agreement has been arrived at through negotiation between the parties. Neither party is to be deemed the party which prepared this Agreement within the meaning of California Civil Code section 1654. Each party represents and warrants that in executing this Agreement it does so with full knowledge of the rights and duties it may have with respect to the other party. Each party also warrants and represents that it has received independent legal advice from its attorney with respect to the matters set forth in this Agreement and the rights and duties arising out of this Agreement, or that such party willingly foregoes any such consultation.

28. NO RELIANCE ON REPRESENTATIONS

Each party warrants and represents that it is not relying and has not relied upon any representation or statement made by the other party with respect to the facts involved or its rights or duties. Each party understands and agrees that the facts relevant, or believed to be relevant to this Agreement, have been independently verified. Each party further understands that it is responsible for verifying the representations of law or fact provided by the other 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.

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

COUNTY OF MARIPOSA

CONTRACTOR

Marshall Long, Chair
Board of Supervisors

Sean Peterson, Chief Executive Officer
San Jose Behavioral Health

COUNTERSIGNED:
(Government Code §25103)

APPROVED AS TO FORM:

Rene LaRoche
Clerk of the Board

Steven W. Dahlem
County Counsel

Exhibit A SCOPE OF WORK

CONTRACTOR shall provide inpatient mental health rehabilitation services to COUNTY beneficiaries who are authorized for services by COUNTY.

Services shall be provided to beneficiaries of COUNTY in a manner prescribed by the laws of the State of California and in accordance with the rules and regulations of relevant Federal regulations.

CONTRACTOR shall participate in discussions to determine if the COUNTY will medi-cal certify the site.

All personnel rendering services shall be employed by or under contract with the CONTRACTOR. They shall be members of CONTRACTOR inpatient professional staff. The services shall be provided under the direction of the CONTRACTOR facility Director and shall meet appropriate professional standards.

CONTRACTOR shall actively coordinate follow up services with the COUNTY including coordination of the proposed discharge date of all persons served under this Agreement.

CONTRACTOR shall participate in concurrent reviews including phone consultation and provision of current status and progress notes. Failure to participate in concurrent review may result in a determination of not meeting medical necessity and denial of claimed day.

In a timely manner and as mutually agreed upon, the CONTRACTOR shall provide to the COUNTY "Case Progress Summarization Notes" and a copy of the Discharge Summary for each client. Prior to discharge, the CONTRACTOR shall contact the COUNTY's assigned Hospital Liaison for coordination and consultation purposes. Client records shall include enough information for an evaluation of services provided.

COUNTY agrees to the extent required by 42 U.S.C. 1171 et seq., Health Insurance Portability and Accountability Act of 1996 (HIPAA), to comply with applicable requirements of law and subsequent amendments relating to protected health information, as well as any task or activity contractor performs on behalf of COUNTY, to the extent COUNTY would be required to comply with such requirements.

CONTRACTOR agrees to prescribe 30 day supply of required medication to Mariposa County Health and Human Services Agency (**HHSA**) clients upon discharge from Contractor's facility.

Exhibit B
COST PROPOSAL

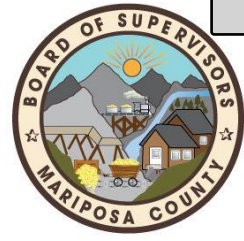
Accommodation Code	Description	Rate
124	Adolescent Room & Board-Semi-Private, 2 Bed, Psychiatric	\$1598.00/Day
124	Adult Room & Board-Semi- Private, 2 Bed, Psychiatric	\$1598.00/Day
098	Administrative Day	\$595.00/Day

Attachment: SJBH Agreement 2022 (RES-2022-40 : Agreement with San Jose Behavioral Health for Inpatient Services)



MARIPOSA COUNTY

HHS/Community Services • (209) 966-2000



MEETING: January 18, 2022

TO: The Board of Supervisors

FROM: Shannon Gadd, Health and Human Services Agency Director

RE: Appointment to the In-Home Supportive Services Advisory Committee

RECOMMENDATION AND JUSTIFICATION:

Appoint Laura Conger to the In-Home Supportive Services (IHSS) Advisory Committee as a representative of district 3 with a term expiration date of January 18, 2026.

This Committee was established by the Board of Supervisors of Mariposa County, California, pursuant to Welfare and Institutions Code § 12301. This Committee shall exercise the powers and authority and assume the responsibilities delegated to it.

The role of the Committee is to (1) submit recommendations to the County Board of Supervisors on the preferred mode or modes of services to be utilized in the County for in-home supportive services, and (2) provide on-going advice and recommendations regarding inhome supportive services to the County Board of Supervisors, any administrative body in the County that is related to the delivery and administration of in-home supportive services, and the governing body and administrative agency of the public authority, nonprofit consortium, contractor, and public employees.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board has previously approved recommended appointments to the IHSS Advisory Committee when presented.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

A lack of approval for the appointment would mean lesser representation for some of our most vulnerable community members and would cause the committee to continue holding a vacancy in the roster.

ATTACHMENTS:

Application of Laura Conger_Redacted (PDF)

RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]

MOVER: Marshall Long, District III Supervisor

SECONDER: Tom Sweeney, District II Supervisor

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey



RECEIVED
 DEC 14 2021
 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:

In Home Support Services

Supervisorial District in which you Reside:

3

Length of Residency in the County:

20 1/2 years

First Name:

Laura

Last Name:

Conger

Mailing Address:

Email Address:

[Redacted]

Are you Over 18 Years of Age:

Oh yes

Employment Status:

Retired

Employer's Name:

n/A

Employer's Address:

n/A

Day Telephone Number:

[Redacted]

Cell Phone N

[Redacted]

Please explain why you wish to serve on this Board/Commission/Committee:

I thought it would be interesting.

Please list prior/current appointments to other Boards/Commissions/Committees:

None

NOTE: THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION

List any information regarding experience, training and/or education that you feel qualifies you for this position:

I have worked for IHSS and Private in-home Care.

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, I don't think so.
My husband does work for IHSS, but I don't see that as a conflict.

Resumé
Attached:

—

Time(s) you have available to attend meetings (days, evenings, etc.):

Almost any time

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: 11-24-2021

Signature:

[Redacted Signature]

NOTE: THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION

SUPPLEMENTAL QUESTIONS

In-Home Supportive Services Advisory Committee

Additional information is needed to process your application. Please complete the questions below, date and sign the certification, and attach this sheet to your application. All information will remain confidential.

Why do we request this information?

Because it is operating as the county's In-Home Supportive Services advisory committee, state law (WIC §§ 12301.3 (a)(1)-(3)) requires no less than 50 percent of the membership of the advisory committee shall be individuals who are current or past users of personal assistance services, and at least 1 member shall be a current or former provider of in-home supportive services, or an advocate.

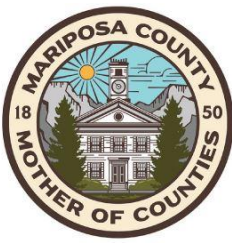
1. Have you ever used, or are you currently using, personal assistance services paid for through public or private funds? (Y/N): No
- 2a. Have you ever been, or are you currently, a provider of in-home supportive services? (Y/N): Yes
- OR**
- b. Do you represent organizations that advocate for people with disabilities or seniors; or are you from a community-based organization that advocates on behalf of home care employees? (Y/N): No

CERTIFICATION:

I, Laura A. Conger, certify that the above information is true and correct.

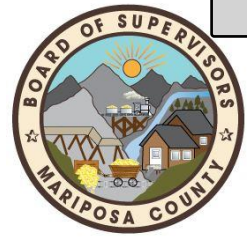
Dated: 11-24-2021

(signature)



MARIPOSA COUNTY

HHS/Social Services • (209) 966-2000



RESOLUTION - ACTION REQUESTED 2022-41

MEETING: January 18, 2022

TO: The Board of Supervisors

FROM: Shannon Gadd, Health and Human Services Agency Director

RE: Modification - JUMP Technology Services Agreement

RECOMMENDATION AND JUSTIFICATION:

Approve a Modification to Three-Year Agreement with JUMP Technology Services to include additional cost information in Exhibit F; and Authorize the Board of Supervisors Chair to Sign the Agreement.

This is an agreement targeted for Adult Protective Services and Public Guardianship/Public Conservatorship clients within the Health and Human Services Agency (**HHSA**). This Agreement is to modify current software being utilized that assists the HHSA Human Services division in maintaining and utilizing information that will best support our clients while keeping their information safe. To ensure compensation for all provided services, this modification to the current agreement will include the Home Safe Support Pilot Extension line item in the Exhibit F (Budget) at a monthly rate of \$900.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board of Supervisors approved the current agreement with JUMP Technology Services on November 5, 2019 through Resolution No. 2019-631.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Non approval of the modification could potentially lead to termination of the agreement. Human Services division will rely on manual record keeping, potentially leading to inadequate accountability and support of client information.

FINANCIAL IMPACT:

There is sufficient funding in the HHSA Human Services Division budget to fund this Agreement. There is no impact to the County General Fund.

ATTACHMENTS:

revised_Mariposa_HomesafeAmendmentv2 (PDF)
JUMP Technology Agreement 2019 - 2022 - Wsignatures (1) (1)(PDF)

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**

MOVER: Marshall Long, District III Supervisor

SECONDER: Tom Sweeney, District II Supervisor

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

Modification of Agreement

This modification of agreement is between Mariposa County "County" and JUMP Technology Services, LLC "Contractor".

Background

On November 5 2019, the parties entered into an agreement for Contractor to provide to the County hosting and support of the LEAPS program (Resolution 2019-631).

The parties now wish to modify the Agreement to continue using the Home Safe Data Collection and CDSS Reporting Tool through the contract expiration date of 10/31/2022.

Modification

The parties agree to modify the Agreement effective 12/15/2021 as follows:

1. Resolution 2019-631- Scope of Services and Exhibit F Budget is modified to include the additional item " Home Safe Support Pilot Extension", 1 unit at \$900.00

Except as herein amended, the Agreement dated November 5, 2019 shall remain in full force and effect.

APPROVED BY:

CONTRACTOR:

By: _____

By: _____

Name:

Denise Brinkmeyer

Title:

President



MARIPOSA COUNTY

HHS/Social Services • (209) 966-2000



D.17.b

RESOLUTION - ACTION REQUESTED 2019-631

MEETING: November 5, 2019
TO: The Board of Supervisors
FROM: Chevon Kothari, Health and Human Services Director
RE: JUMP Technology Services

RECOMMENDATION AND JUSTIFICATION:

Approve a Three-Year Agreement with JUMP Technology Services to Provide LEAPS a Cloud Based Adult Protective Services Software System in an Amount Not to Exceed \$23,353.92; and Authorize the Board of Supervisors Chair to Sign the Agreement.

This is an agreement targeted for Adult Protective Services and Public Guardianship/Public Conservatorship clients within the Health and Human Services Agency (**HHSA**). This Agreement is to purchase software that will assist the HHSA Human Services division in maintaining and utilizing information that will best support our clients while keeping their information safe.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board of Supervisors approved an agreement with JUMP Technology Services on December 13, 2016, through Resolution Number 2016-647.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Human Services division will rely on manual record keeping, potentially leading to inadequate accountability and support of client information.

FINANCIAL IMPACT:

There is sufficient funding in the Social Services Budget to fund this Agreement.
There is no impact to the County General Fund.

ATTACHMENTS:

JUMP Technology Agreement - Wcsignature (PDF)

RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]

MOVER: Merlin Jones, District II Supervisor

SECONDER: Rosemarie Smallcombe, District I Supervisor

AYES: Smallcombe, Jones, Long, Cann, Menetrey

Attachment: JUMP Technology Agreement 2019 - 2022 - Wsignatures (1) (1) (RES-2022-41 : Modification - JUMP Technology Services

JUMP Technology Services®
 200 Russell M Perry Ave.
 Oklahoma City, OK 73104
www.jumpfaster.com



This agreement is made between JUMP Technology Services, L.L.C. (hereafter referred to as JUMP) and Mariposa County (hereafter referred to as CUSTOMER).

The following scope of services will be provided by JUMP to CUSTOMER:

- Software Licenses and Hosting Services (Exhibit A),
- Maintenance and Support Services (Exhibit B),
- Consulting and Development Services (Exhibit C).

In addition to the terms and conditions established in the abovementioned Exhibits, JUMP and CUSTOMER must adhere to Mutual Non-Disclosure (Exhibit D) , Additional Provisions (Exhibit E) and Budget (Exhibit F).

The term of this agreement shall be from 11/01/2019 through 10/31/2022.

1. GENERAL TERMS AND CONDITIONS APPLICABLE TO ENTIRE AGREEMENT

- 1.1. This Agreement, including the above schedule(s) constitutes the sole terms and conditions of JUMP's agreement with CUSTOMER. Any additional or inconsistent terms proposed by CUSTOMER in CUSTOMER's purchase order(s) or elsewhere are hereby expressly rejected unless expressly accepted in writing by JUMP.
- 1.2. All CUSTOMER orders must be made by submitting properly completed Schedules signed by CUSTOMER and JUMP. All Schedules shall refer to this Agreement by number and will incorporate the terms of this Agreement.

2. Delivery

- 2.1. All delivery dates (and installation dates, if applicable) are approximate.
- 2.2. Every effort will be made to deliver and install, if applicable, by the approximated dates, but under no circumstances will JUMP be responsible for, or will CUSTOMER be entitled to, any damages, special, consequential, incidental or whatsoever arising out of or owing to any delay.

3. Invoicing and Payment

- 3.1. All payments are due thirty (30) days from invoice date. JUMP may impose a late payment charge equal to the lesser of 1-1/2% per month or the maximum rate allowed by Oklahoma law.
- 3.2. Software license fees are billed quarterly in advance.

4. Taxes

- 4.1. CUSTOMER shall pay all sales, use, excise or other tax payable as a result of any sale, license, use and/or installation, if applicable.

5. Limitation of Liability and Damages

- 5.1. **Customer Insurance not applicable.** Except in the event of criminal or negligent action/inaction by the CUSTOMER, its officers, employees, contractors or agents, nothing herein shall be

- construed as granting to JUMP, its officers, employees, contractors or agents any insurance benefit/coverage under CUSTOMER insurance..
- 5.2. **Insurance.** JUMP will submit or cause to be submitted to CUSTOMER Certificate(s) of insurance documenting agreed upon insurance coverage, naming CUSTOMER as additional insured and shall submit or cause to be submitted annually evidence of renewal in the form of updated Certificates of Insurance, at policy renewal date.
- 5.3. **Workers' Compensation Insurance.** To the extent required by law during the term of this Agreement, JUMP shall provide workers' compensation insurance for all employees engaged in performance of duties under this Agreement, in an amount not less than ONE MILLION dollars (\$1,000,000).
- 5.4. **Liability Insurance.** JUMP shall obtain and maintain in full force and effect during the term of this Agreement the following liability insurance coverage.
- 5.4.1. **General Liability.** Commercial or comprehensive general liability [CGL] insurance coverage (personal injury and property damage) of not less than TWO MILLION DOLLARS (\$2,000,000) combined single limit per occurrence, covering liability or claims for personal injury, including death, to any person and/or damage to the property of any person arising from the acts or omissions of JUMP or any officer, agent, or employee of JUMP under this Agreement. CUSTOMER, its officers, employees, and agents shall be named as "Additional Insured" on any policy. The policy or policies shall provide that CUSTOMER will be given thirty (30) days written notice prior to cancellation or expiration of the policy or reduction in coverage.
- 5.4.2. **Comprehensive Automobile Liability Insurance.** Comprehensive automobile liability insurance (Bodily Injury and Property Damage) on company owned, hired and leased vehicles used in conjunction with contractor's business of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit per occurrence.
- 5.4.3. **Professional Liability Insurance (Errors and Omissions).** Information Technology Professional Liability Insurance with limits no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.
- 5.5. **Limitations on Liability.** Notwithstanding the provisions of Agreement paragraph 5 "Limitation of Liability and Damages" and sub-paragraphs, the liability of the parties and the remedies of the parties shall be limited as follows:
- 5.5.1. **Uncontrollable Events.** Neither party shall bear any liability arising out of events beyond the control of such party, including but not limited to acts of God, acts of a public enemy, fires, floods, storms, earthquakes, riots, strikes, lock-outs, wars, restraints of government, court orders, power shortages or outages, equipment or communications malfunctions, nonperformance by any third parties, or other events which cannot be controlled or prevented with reasonable diligence by such party.
- 5.5.2. **Consequential Damages.** Neither party shall bear any liability for special, consequential, incidental or indirect damages resulting from "uncontrollable events" (including without limitation loss of anticipated income or profits, loss of goodwill, or other loss or damages), even if such party has been informed of the possibility of such damages.

5.5.3.Value of Contract. In no event shall the aggregate liability of JUMP to CUSTOMER (regardless of the form, whether in contract or tort) exceed the amount of the fee paid by CUSTOMER to JUMP pursuant to the terms of this contract.

5.5.4.Passage of Time. In no event shall a cause of action be asserted by CUSTOMER against JUMP or JUMP against CUSTOMER, which arises out of or relates to any event, condition, breach, or claim known to the filing party more than one (1) year prior to the filing of such cause of action.

6. Indemnification

6.1. CUSTOMER shall indemnify, defend and hold harmless JUMP, its directors, agents, officers and employees and volunteers from and against all claims, damages, losses, causes of action and expenses, including reasonable attorneys' fees, for any personal injury, bodily injury, loss of life, damage to property, violation of federal, state or municipal law, ordinance or constitutional provision, or other cause that arise out of, relate to or result from activities or omissions, negligent or otherwise, in breach of the terms of this Agreement by CUSTOMER, its directors, officers, agents and/or employees.

6.2. JUMP shall indemnify, defend and hold harmless CUSTOMER its directors, agents, officers, employees and volunteers from and against all claims, damages, losses, causes of action and expenses, including reasonable attorneys' fees, for any personal injury, bodily injury, loss of life, damage to property, violation of federal, state or municipal law, ordinance or constitutional provision, or other cause that arise out of, relate to or result from acts or omissions, negligent or otherwise, in breach of the terms of this Agreement by JUMP, its directors officers, agents and/or employees.

7. Termination

7.1. **Early Termination.** Either party may terminate this Agreement prior to its expiration date by giving 20 days written notice. As set forth in Exhibit A, CUSTOMER shall be responsible for payment of all subscription, license fees, and maintenance services owing for the entire calendar quarter in which such notice is received by JUMP and any additional quarter(s) of CUSTOMER authorized service.

7.2. **Effect of Termination.** Upon termination of this Agreement for any reason, each party will return to the other party all confidential materials developed by or belonging to such party, which have been delivered pursuant to this Agreement. Termination of this Agreement will not relieve CUSTOMER of its obligations to make immediate and full payment to JUMP for any amounts then due and/or payable to JUMP.

7.3. **Failure to Pay.** CUSTOMER'S failure to pay license and subscription fees may result in service interruption or termination without notice. CUSTOMER may be subject to a re-establishment of service fee of \$250 per delinquent month or partial month.

8. Remedies

8.1. In addition to any right or remedy given to JUMP in this Agreement, JUMP shall have all other rights and remedies conferred by law or equity.

9. Arbitration

9.1. Any dispute arising under or in connection with this Agreement shall be settled by binding arbitration. The party seeking arbitration shall serve written notice to the other party of its intent to arbitrate and the nature and facts concerning the dispute. The dispute shall be

resolved by one neutral arbitrator who shall have no affiliation with any party and shall be selected by mutual agreement of the Parties or by the American Arbitration Association office in Dallas, Texas if a mutual selection cannot be reached within fifteen (15) days after written notice to arbitrate is given. The arbitration decision shall be conclusive and binding upon the Parties, shall constitute an "award" by the arbitrator and judgment may be entered in any court of competent jurisdiction. The cost and expenses of such arbitration, including, without limitation, the reasonable fees and expenses of the prevailing party's legal counsel, witnesses and the arbitrator shall be borne by the party against whom the decision is rendered or as otherwise decided by the arbitrator. The Commercial Arbitration Rules of the American Arbitration Association shall be followed. The arbitration proceedings shall be held in Tulsa, Oklahoma.

- 9.2. Neither party nor the arbitrator may disclose the existence or results of any arbitration hereunder without the prior written consent of both parties or as otherwise provided by Oklahoma law.

10. Governing Law

- 10.1. This Agreement will be governed by the local law of the State of California, excluding any principles of conflicts of law.

11. Parties in Interest

- 11.1. Nothing in this Agreement provides any legal rights to, or creates any liability for, anyone not an executing party of this Agreement.

12. Assignment

- 12.1. Neither party may assign or transfer this Agreement or any of its rights or obligations under this Agreement, without the prior written consent of the other party; except that either party may assign or transfer this Agreement in the case of a merger, acquisition, consolidation or sale of substantially all the assets to which this Agreement relates. Subject to the foregoing limitation, this Agreement will inure to the benefit of and be binding upon the parties hereto, their successors, and assigns.

13. Relationship of the Parties

- 13.1. The relationship between CUSTOMER and JUMP created under this Agreement shall be that of independent contractors.

14. No Waiver of Default

- 14.1. JUMP's failure to exercise any of its rights under this Agreement shall not be deemed a waiver thereof; nor shall JUMP's waiver of any provisions hereof be deemed a waiver of any future compliance herewith, and such provisions shall remain in full force and effect.

15. Interpretation

- 15.1. Unless defined herein, words having well-known technical or trade meanings shall be so construed.

16. Entire Agreement

- 16.1. This Agreement, including the Schedules, supersedes all prior proposals, negotiations and communications, oral or written, between the parties with respect to the subject matter hereof; no modification or amendment to this Agreement shall be binding unless in writing and signed by representatives of both parties.

Exhibit A
Software Licenses and Hosting Services

1. Licenses

- 1.1. On any JUMP developed Licensed Software, CUSTOMER will receive a personal, nonexclusive and nontransferable license to use the Licensed Software and related documentation.
- 1.2. Access to the hosted software by each active CUSTOMER user account during the billing period will be included in the licensed user count regardless of the length of time the account was active in the billing period.

2. Ownership

- 2.1. Except for the rights expressly granted herein, this Agreement does not transfer from JUMP to CUSTOMER any intellectual property and/or developed technology, and all right, title and interest in and to such property/technology will remain solely with JUMP.

3. Trade Secrets and Source Code

- 3.1. CUSTOMER agrees that it will not, directly or indirectly, reverse engineer, decompile, disassemble or otherwise attempt to derive source code or other trade secrets from JUMP's developed technology.

4. Confidential Information

- 4.1. During the term of this Agreement, each party may disclose to the other certain proprietary or confidential information, which shall be received in confidence and shall not be revealed to third parties or applied to uses other than recipient's performance of its obligations hereunder.
- 4.2. Neither party shall disclose, advertise or publish the specific terms or conditions of this Agreement without the prior written consent of the other party, except (i) as may be required by law and (ii) to its professional advisors and to investors or potential investors.
- 4.3. CUSTOMER will maintain all rights and privileges to its specific database content. JUMP shall have no rights or privileges to database content, other than as required to implement JUMP technology and for the purpose of training, research, support, and maintenance of the licensed software.

5. Compliance with Laws.

- 5.1. JUMP shall not publish or disclose, permit or cause to be published, disclosed, or used, any confidential information pertaining to a public social services applicant(s) or recipient(s) obtained in the course of work performed for or with CUSTOMER.
- 5.2. JUMP will establish and implement appropriate privacy and security safeguards with respect to CUSTOMER'S Protected Health Information that may be maintained, transmitted or viewed in connection with the services under this Agreement. JUMP affirms that to the full extent pertinent to the services provided under this Agreement, such safeguards will be consistent with the standards set forth in regulations under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA") as amended by the Health Information Technology for Economic and Clinical Health Act as set forth in Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 ("HITECH Act") and the ("HITECH Act") and the Omnibus Rule (the "Final Rule") published on January 17, 2013.
- 5.3. To the full extent pertinent to the services provided under this agreement, JUMP shall comply with Sections 13401 and 13404 of the HITECH Act to comply with the HIPAA Security Rule,

Sections 164.308 through 164.316, and the use and disclosure provisions of the HIPAA Privacy Rule, Sections 164.502 and 164.504.

- 5.4. MediCal PII information that may be shared with JUMP by CUSTOMER or which JUMP may view or come into contact with in the course of delivery of services under this Agreement shall be held as confidential and shall be used only in accordance with Welfare and Institutions Code section 14100.0 and 42 Code of Federal Regulations section 431.300 and sections following, as permitted under the terms of this Agreement and/or as required by law, and/or by court order.
- 5.5. JUMP personnel who may encounter legally protected HIPAA or MediCal PII data in the performance of services under this Agreement shall be informed of legally confidential nature of such data and of the civil and criminal sanctions for non-compliance with the applicable federal and state laws.

6. Hosting Service

- 6.1. **Internet Connectivity Service Not Included.** CUSTOMER acknowledges that this agreement does not provide Internet Service Provider (ISP) connectivity services. CUSTOMER shall obtain and maintain a separate Internet connection agreement through an ISP in order to access the licensed software.
- 6.2. **Data Location.** JUMP will host the licensed software including the database within the United States on a server co-located at Rackspace or other mutually agreed upon data center provider.

7. Warranty

7.1. Anti-Virus Warranty.

- 7.1.1. JUMP represents and warrants that licensed software as written and delivered via the Internet will not contain any virus, worm, or other codes or routines designed to disable, damage, impair or erase software or data on the equipment upon which the licensed software is accessed.
- 7.1.2. CUSTOMER acknowledges that the licensed software is dependent upon an Internet browser installed upon the user's computer and that JUMP's warranty does not extend to the Internet browser.
- 7.1.3. CUSTOMER shall retain responsibility for anti-virus including the Internet browser on the user's computer.
- 7.1.4. CUSTOMER represents and warrants that it shall not upload electronic documents or files to the licensed software which contain any virus, worm, or other codes or routines designed to disable, damage, impair or erase software or data on the equipment upon which the license software is installed and hosted.

Exhibit B
Software Maintenance and Product Support

1. Definition of Support Services

- 1.1.** For critical outages, CUSTOMER representatives may contact JUMP by telephone at designated after-hours numbers that will be provided at execution of this agreement. All non-critical incidents and requests for service must be reported via JUMP's Support Services Center (SSC) via the CUSTOMER support portal by authorized CUSTOMER representatives located at <https://jumpssc.com>. For privacy and security as well as timeliness tracking, support inquiries may not be sent via email. JUMP's analyst will respond to CUSTOMER Program inquiries, coordinate resolution of Program problems, including the verification of any reported errors, provide acceptable problem workaround, and communicate with designated CUSTOMER representatives on status and/or for additional problem information and supply the Error Corrections and/or Update Release, as necessary.

2. Support Plan

- 2.1.** CUSTOMER representatives may access support through the CUSTOMER support portal or by calling 918-624-5867 during normal business hours. Normal business hours are between 7 a.m. and 7 p.m. (Central Time), Monday through Friday, excluding national and JUMP company holidays. A list of JUMP company holidays is contained in the document Exhibit B: *JUMP Technology Services Company Holidays*, and is subject to change from year to year. The total number of JUMP company holidays is not to exceed ten (10) days per year. For after-hours contacts, JUMP will provide two, emergency contact numbers.

Service includes the following:

- 2.1.1. Access to support service through web portal and phone (after hours emergencies)
- 2.1.2. Access to support services by up to three (3) designated CUSTOMER contacts
- 2.1.3. Access to available Update Release documentation
- 2.1.4. Web portal access provides
 - 2.1.4.1. Submitting Program inquiries or reporting Program problems
 - 2.1.4.2. Access to Program technical tips
 - 2.1.4.3. Access to Program problem and solution list(s)
 - 2.1.4.4. Access to available Patches
 - 2.1.4.5. Review CUSTOMER call/issue & status
 - 2.1.4.6. Review CUSTOMER maintenance contract status

3. Reporting Service Requests to the Support Services Center

- 3.1.** All CUSTOMER requests, inquiries, or issue reports submitted to JUMP Technology Services as Help Desk Tickets (HDT). HDT must be made by a designated CUSTOMER contact and will be assigned one of four categories:
- 3.1.1. **Technical Assistance:** Questions about Program usage and installation that do not result in registration of a program defect or enhancement request.
 - 3.1.2. **Program Defect:** A CUSTOMER encounters a problem that is determined to be an Error or defect in the Program.
 - 3.1.3. **Feature Enhancements Requests:** Request for a tool or feature that is not included in the current set of JUMP Technology Services' produced or licensed software or features. JUMP will review CUSTOMER's requests for feature enhancement during normal JUMP systems update cycles. JUMP will provide a quote for the enhancement in total hours to be charged against the CUSTOMER contract or additional charge to be added to the current contract.
 - 3.1.4. **Documentation Discrepancies:** Lack of information or clarity in CUSTOMER documentation.
- 3.2.** All HDT submitted to the SSC shall be made in the form of an issue report and shall include the following:
- 3.2.1. Contact information for the designated CUSTOMER contact reporting the problem.
 - 3.2.2. A general description of the operating environment in which the issue was discovered (as applicable).
 - 3.2.3. A description of relevant hardware components in the environment (as applicable).

- 3.2.4. A description of relevant software components (operating system, browser) in the environment and their versions.
- 3.2.5. A description of the problem and expected results.
- 3.2.6. System generated error messages or diagnostics where available.
- 3.3. JUMP will prioritize each issue report according to the following definitions:
 - 3.3.1. **High Priority.** Critical business impact. The CUSTOMER has complete loss of service and work cannot reasonably continue; experiences real or perceived data loss or corruption; an essential part of the system is unusable for the CUSTOMER, which results in the inability to use a mission critical application.
 - 3.3.2. **Medium Priority.** Some business impact. The problem seriously affects the functionality of the Program but can be circumvented so that the Program can be used; or that the Program as a whole functions but that a certain function is somewhat disabled, gives incorrect results or does not conform to the specifications.
 - 3.3.3. **Low Priority.** Minimal business impact. The CUSTOMER can circumvent the problem and use the system with only slight inconvenience. The error can be considered insignificant and has no significant effect on the usability of the software, e.g., a small system error or a small error in the documentation. This priority is also used for questions, comments, and requests for enhancements to the software.
- 3.4. JUMP will acknowledge CUSTOMER'S reported issue according to the priority assigned by JUMP. Acknowledgement time shall mean the time between CUSTOMER reporting the issue to JUMP and the time JUMP notifies the CUSTOMER that it acknowledges the situation.
 - 3.4.1. **High Priority.** Acknowledgement within 2 business hours.
 - 3.4.2. **Medium Priority.** Acknowledgement within 1 business day.
 - 3.4.3. **Low Priority.** Acknowledgement within 1 business day.
- 3.5. JUMP will respond to CUSTOMER'S reported issue according to the priority assigned by JUMP. Response time shall mean the time between CUSTOMER reporting the issue to JUMP and the time that a JUMP analyst or representative is assigned and actively working to remedy the issue.
 - 3.5.1. **High Priority.** Response time within 2 business hours.
 - 3.5.2. **Medium Priority.** Response time within 3 business days.
 - 3.5.3. **Low Priority.** Response time within 5 business days.
- 3.6. **JUMP's undertaking:** For each HDT reported by Customer, JUMP undertakes to:
 - 3.6.1. Maintain a web portal for Customer to report a problem and receive assistance
 - 3.6.2. Acknowledge receipt of all reports to Customer. The acknowledgement shall be in written form and shall provide the name of the representative to which the HDT is assigned as well as a priority assignment which indicates a time-frame in which a response from JUMP can be expected according to the response times in 3.5 above.
 - 3.6.3. Analyze the report and verify the existence of the problem
 - 3.6.4. Give Customer direction and assistance in resolving technical issues.
- 3.7. **Defect Correction Goals.**
 - 3.7.1. For each confirmed defect where the JUMP software product does not conform to the technical product specifications, JUMP may propose both an interim and final resolution.
 - 3.7.1.1. Interim Solution. A temporary solution that lowers the priority classification of the issue.
 - 3.7.1.2. Final Solution. A permanent correction which causes the product to conform to the technical product specification.
 - 3.7.2. **High Priority.**
 - 3.7.2.1. **Interim Solution** - All commercially reasonable effort until the defect is repaired
- 3.8. **CUSTOMER'S undertaking:**

- 3.8.1. Appoint designated Contacts from CUSTOMER'S organization for all matters relating to the support issues for JUMP systems
- 3.8.2. Obtain all necessary information for each issue reported as outlined in 3.2 above.
- 3.8.3. Include JUMP's identifying HDT number in all subsequent communications with JUMP regarding the HDT.
- 3.8.4. Respond to all JUMP requests for additional information.

3.9. Closure of HDT

- 3.9.1. HDT will be considered to be resolved and will be closed under the following conditions:
 - 3.9.1.1. Customer receives an error correction, a workaround, or information that resolves the issue.
 - 3.9.1.2. The reported Issue is identified as not a problem with the JUMP product.
 - 3.9.1.3. If the HDT results in a defect correction that will be routed to the product support team and CUSTOMER has been advised of the acknowledgement and receives a version number for the defect resolution.
 - 3.9.1.4. If the HDT is classified as an enhancement request and the customer has provided information regarding the business problem created by the absence of the enhancement, and the product team has provided an enhancement reference number to the CUSTOMER along with a quote.
 - 3.9.1.5. CUSTOMER has not responded after 10 business days to JUMP after information was provided via a final message left on the HDT or voicemail.

3.10. Software Releases

- 3.10.1. Prior to the release of any new version, JUMP will provide a detailed release plan and make available, upon CUSTOMER'S request, a test system for CUSTOMER'S review and testing of the new release. Upon successful testing and acceptance by the CUSTOMER, JUMP will schedule the upgrade with the CUSTOMER at a mutually agreed upon time.
- 3.10.2. All software versions must be installed in sequence.
- 3.10.3. JUMP may, at its discretion, delay installations for CUSTOMER accounts with overdue invoices.

Exhibit C
Consulting and Training Services

1. Intellectual Property

- 1.1.** Any ideas, concepts, know-how or data processing techniques, developed by JUMP personnel (alone or jointly with the CUSTOMER) in connection with consulting services provided under this agreement are the exclusive property of JUMP.

2. Web Based Training

- 2.1.** All training requests will be scheduled by CUSTOMER representative through JUMP's web portal.
- 2.2.** Cancellation and rescheduling must be coordinated by CUSTOMER representative rather than end users.
- 2.3.** All cancellations to scheduled training must be made 48 hours prior to the scheduled training session. Cancellations less than 48 hours from the scheduled training session may result in \$150 cancellation charge.
- 2.4.** JUMP shall provide a qualified trainer for each web based training class ordered by CUSTOMER.

3. On-Site Training

- 3.1.** CUSTOMER shall provide facilities and equipment for all onsite trainings. For initial training, CUSTOMER shall provide an appropriate training room, with a computer and high speed internet connection for each student and the JUMP trainer as well as a linked projector suitable for use with the provided trainer computer and a projection screen.
- 3.2.** JUMP shall provide a qualified trainer for each on-site training class ordered by CUSTOMER.
- 3.3.** JUMP shall provide a training version of the system.
- 3.4.** All on-site training classes require two weeks' notice of cancellation. Cancellations less than two weeks prior to the training date may result in \$500 cancellation charge.

4. Training System for CUSTOMER Led Training

- 4.1.** CUSTOMER may utilize the JUMP training or testing system to conduct CUSTOMER led training.
- 4.2.** CUSTOMER acknowledges that the training and/or testing system is part of JUMP'S temporary staging and development environment and is not guaranteed to be available without interruption.
- 4.3.** CUSTOMER acknowledges that the training system, when available, is offered without warranty and that CUSTOMER will not use the training system to enter electronic protected health information (ePHI).
- 4.4.** CUSTOMER will maintain all rights and privileges to its specific database content. JUMP shall have no rights or privileges to database content, other than as required to implement JUMP technology and for the purpose of training, research, support, and maintenance of the licensed software.

Exhibit D
Mutual Non-Disclosure

All Information exchanged between the parties in conjunction with this Agreement shall be subject to the following terms. Use of the terms "Recipient" and "Discloser" hereunder refer to either CUSTOMER or JUMP, as the case may be. In consideration of the mutual promises and obligations contained in this agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

- A) The parties acknowledge that it may be necessary for each of them, as Discloser, to provide to the other, as Recipient, certain information, including trade secrets, information considered to be confidential, valuable and proprietary by Discloser, in connection with business purposes of this Agreement.
- B) Such information may include, but is not limited to, technical, financial, marketing, staffing and business plans and information, strategic information, specifications, drawings, prices, costs, privileged client information, procedures, proposed products, processes, business systems, software programs, techniques, services and like information of, or provided by, Discloser, its Affiliates or third party suppliers or other facts pertinent to the business relationship between Discloser and Recipient (collectively Discloser's "Information"). Information provided by one party to the other before execution of this Agreement and pertinent to this Agreement is also subject to the terms of this Provision
- C) Recipient will protect Information provided to Recipient by or on behalf of Discloser from any use, distribution or disclosure except as permitted herein. Recipient will use the same standard of care to protect Information as Recipient uses to protect its own confidential and proprietary information, but not less than a reasonable standard of care.
- D) Recipient agrees to use Information solely in connection with purposes of this Agreement and for no other purpose. Recipient may provide Information only to Recipient's employees who: (a) have a substantive need to know such Information in connection with the project; and (b) have been advised of the confidential and proprietary nature of such Information.
- E) Discloser's Information does not include: a) any information publicly disclosed by Discloser; b) any information Discloser, in writing, authorizes Recipient to disclose without restriction; c) any information Recipient already lawfully knows at the time it is disclosed by Discloser, without an obligation to keep it confidential; d) any information Recipient independently develops without use of or reference to Discloser's Information.
- F) If Recipient is required to provide Information to any court or government agency pursuant to written court order, subpoena, regulation or process of law, Recipient shall provide Discloser with prompt written notice of such requirement and cooperate with Discloser to appropriately protect against or limit the scope of such disclosure. To the fullest extent permitted by law, Recipient will continue to protect as confidential and proprietary all Information disclosed in response to a written court order, subpoena, regulation or process of law.
- G) Information remains at all times the property of Discloser. Upon Discloser's request and/or upon termination of this Agreement, all or any requested portion of the Information (including, but not limited to tangible and electronic copies, notes, summaries or extracts of any Information) will be promptly returned to Discloser or destroyed (at Disclosers option), and Recipient will provide Discloser with written certification stating that such Information has been returned or destroyed.
- H) No license under any trademark, patent, copyright, trade secret or other intellectual property right is either granted or implied by disclosure of Information to Recipient.
- I) The term of this Mutual Non-Disclosure and the parties' obligations hereunder commences, except as otherwise stated herein, on the Effective Date of this Agreement and extends with regard to all Information until five (5) years after termination of this Agreement.
- J) This Agreement is binding upon and inures to the benefit of the parties and their heirs, executors, legal and personal representatives, successors and assigns, as the case may be.

Exhibit E
Additional Provisions

A) CONFIDENTIALITY:

JUMP agrees to comply and to require employees to comply with the provisions of Welfare and Institutions Code (WIC) Section 10850 and 14100.2 to assure that records concerning individuals in connection with the administration of or delivery of services under this Agreement will be kept confidential and not open to examination for any purpose not directly related to such administration. JUMP will not publish or disclose, use or permit, or cause to be published, used or disclosed any confidential information pertaining to any recipient served by the COUNTY. The parties acknowledge that any person knowingly and intentionally violating the provisions of said laws is guilty of a misdemeanor. JUMP agrees that services provided hereunder shall comply to the full extent applicable, with Health Insurance Portability and Accountability Act (HIPAA), Medi-Cal Data Privacy and Security Agreement (Medi-Cal PII), paragraphs E, F, G, H, K, L, M, Q. Such information may include, but is not limited to, technical, financial, marketing, staffing and business plans and information, strategic information, specifications, drawings, prices, costs, privileged client information, procedures, proposed products, processes, business systems, software programs, techniques, services and like information of, or provided by, Discloser, its Affiliates or third party suppliers or other facts pertinent to the business relationship between Discloser and Recipient (collectively Discloser's "Information"). Information provided by one party to the other before execution of this Agreement and pertinent to this Agreement is also subject to the terms of this Provision

B) CHILD SUPPORT: Public Contract Code / Family Code

JUMP agrees, in accordance with Public Contract Code, Section 7110, to comply with applicable state and federal laws relating to child and family support enforcement including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Family Code, Division 9, Part 5, Chapter 8 (commencing with Section 5200).

C) NON-DISCRIMINATION: CDSS MPP / Executive Orders / Dept. of Labor Regulations

JUMP shall not unlawfully discriminate against any qualified worker because of race, religious creed, color, sex, sexual orientation, national origin, ancestry, physical disability, mental disability, medical condition, marital status or age. JUMP shall comply and shall require its employees, consultants, agents to comply with non-discrimination requirements as defined in CDSS MPP Sections 21-100. MMTG shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR Part 60).

D) DRUG FREE WORKPLACE

JUMP and its employees shall comply with all pertinent State and Federal regulations with regard to maintaining a drug-free workplace.

E) CONFLICT OF INTEREST

JUMP warrants that it has no interest which would conflict in any manner with the performance of services required under this Agreement.

F) RESTRICTION, LIMITATIONS OR CONDITIONS

This agreement is subject to any additional restrictions, limitations, or conditions enacted by the Federal and/or State government that may affect the provisions, terms or funding of this agreement.

G) NON-ALLOCATION OF FUNDS

The terms of this Agreement, and the services to be provided there under, are contingent on the approval of funds by the appropriating government agency. Should sufficient funds not be allocated, the services provided may be modified, or this Agreement terminated by CUSTOMER, at any time by giving JUMP sixty (60) days advance written notice.

H) INTERPRETATIONS

The language in all parts of this agreement shall be construed, in all cases, according to its fair meaning, and not for or against one or the other of the parties hereto.

I) **INVOICING**

Invoices as provided in this agreement shall be sent to the following mailing address:

County of Mariposa

Health and Human Services Agency

Attn: Accounts Payable

P.O. Box 99

Mariposa, CA 95338

**Exhibit F
Budget**

No.	Item	Description	Date	Qty	Price	Extended
1	LEAPS 6 - 10	2019-2020	11/01/2019	1	\$7,784.64	\$7,784.64
2	LEAPS 6 - 10	2020-2021	11/01/2020	1	\$7,784.64	\$7,784.64
3	LEAPS 6 - 10	2021-2022	11/01/2021	1	\$7,784.64	\$7,784.64
4					Total	\$23,353.92

EXECUTED BY REPRESENTATIVES OF BOTH CUSTOMER AND JUMP TECHNOLOGY SERVICES AND
EFFECTIVE AS OF THE DATE WHEN SIGNED BY BOTH PARTIES.

For JUMP Technology Services, LLC

By:

Denise M. Brinkmeyer

Date:

10/16/2019

Name: *Denise M. Brinkmeyer*

Title: *President*

For CUSTOMER

By:

Miles Menetrey

Date:

Nov 6 2019

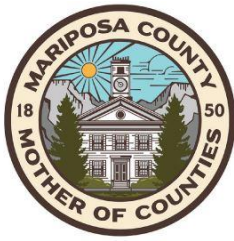
Name: *Miles Menetrey*

Title: *Board chair*

APPROVED AS TO FORM:

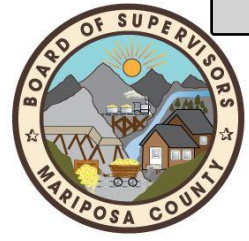
Steven W. Dahlem

STEVEN W. DAHLEM
COUNTY COUNSEL



MARIPOSA COUNTY

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



E.1

MEETING: January 18, 2022

TO: The Board of Supervisors

FROM: Rene LaRoche, Clerk of the Board

RE: Handouts from Departmental Presentation Portion of the January 18, 2022, Meeting

Handouts from the Departmental Presentation Portion of the January 18, 2022, Meeting:

- Direct Booking Statistics received from Jonathan Farrington/Yosemite - Mariposa County Tourism Bureau Executive Director.

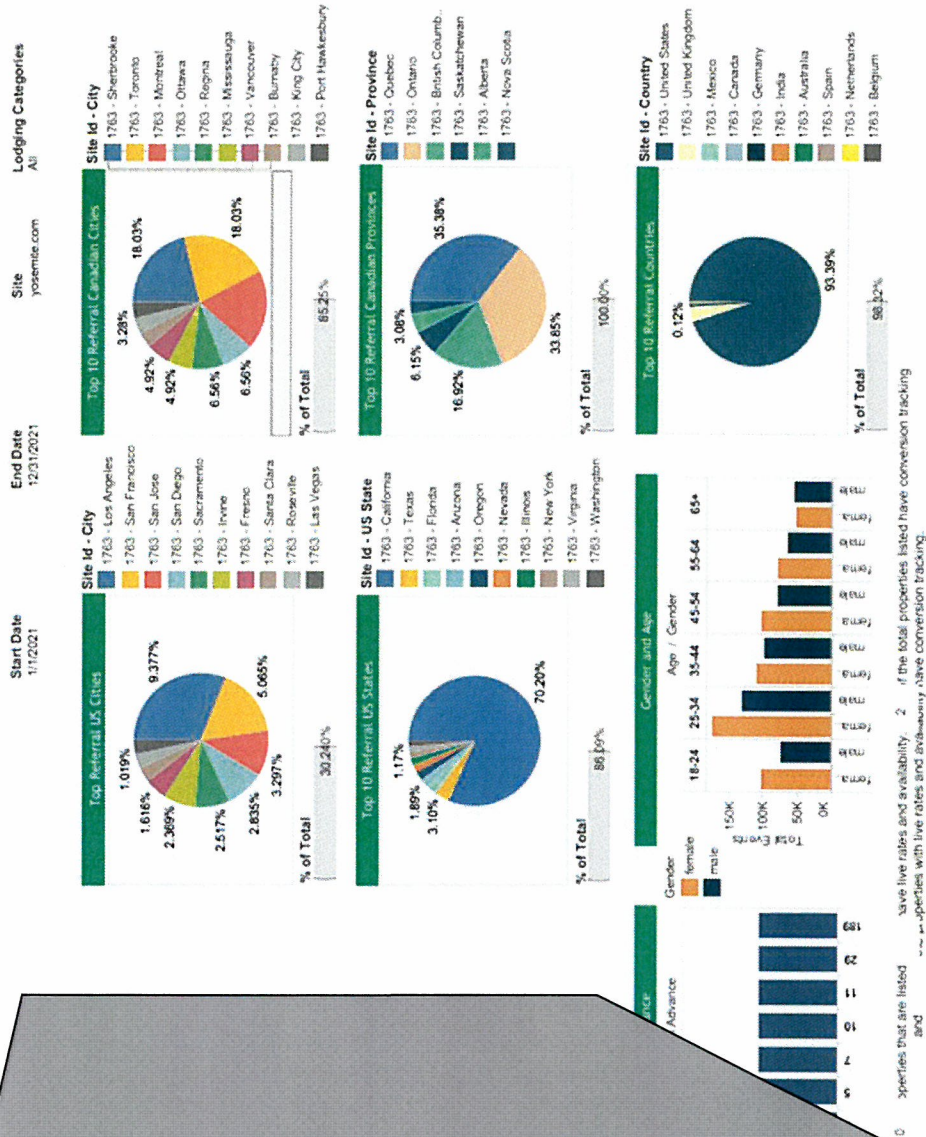
ATTACHMENTS:

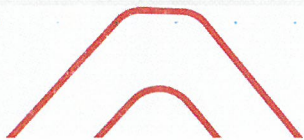
Tourism Bureau Booking Statistics (PDF)

RESULT: INFORMATION RECEIVED

Book>Direct Tracking 2021

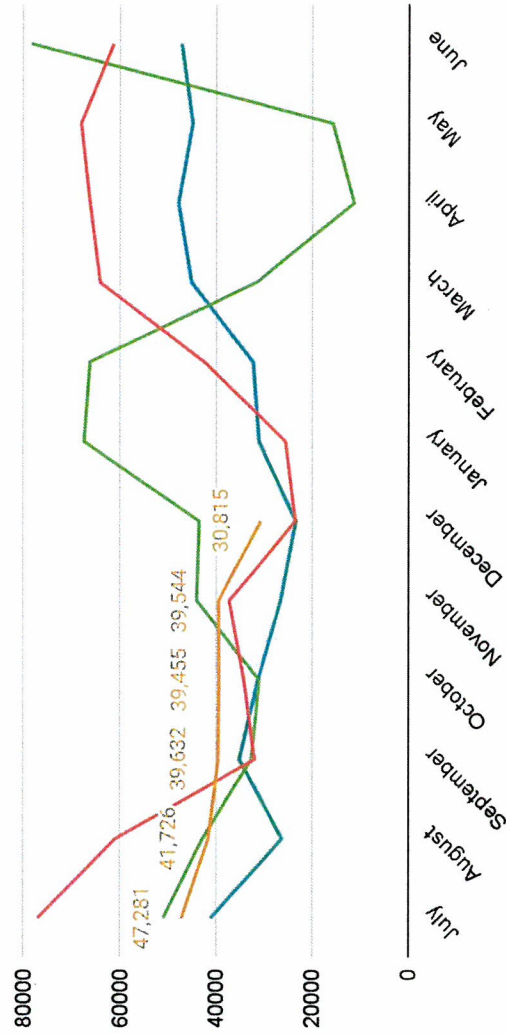
Avg. Cost Per Referral	\$0.03
Avg. Referrals Per Booking	31.63
Referral to Booking CVR	3.16%
Est Avg Cost Per Booking	\$0.87
Est Avg Booking Amount	\$759.71
Cost Per Reservation	0.1%
Searches	789,026
Search to Referral Ratio	61.39%
Total Referrals	484,350
Est Bookings	15,312
Est Total Spend	\$13,295
Est Booking Revenue	\$11,632,666.69
Est ROI	874.0
Searches	89.27
Referrals	50.30
Avg Advance Stay in Days	3.89
Avg. Length of Stay in Days	2.98
Avg. Daily Rate	\$412.19
	\$255.12





Partner Referrals - December & FY 21/22 YTD

Total Partner Referrals



Total Fiscal Year Partner Referrals	238,453
Fiscal Year Goal	597,086
% of Goal Reached	40%

noblestudios.

Confidential Intellectual property of Noble Studios

Source: Google

KPIs: FY 21/22 Performance

	July 1, 2021 – June 30, 2022 Pace = 50% (Month 6 of 12)	FY 2021/22 Annual Goals
PRIMARY KPI	ACTUAL: 238,453 40% to goal	597,086 Referrals
Partner Referrals - Lodging	Lodging: 193,735 37% to goal	Lodging: 517,952
Partner Referrals - Things To Do	Things To Do: 32,322 50% to goal	Things To Do: 65,034
Partner Referrals - Dining	Dining: 12,396 51% to goal	Dining: 24,420
Supporting KPIs		
Overall Sessions	ACTUAL: 1,538,630 45% to goal	3,416,023 Sessions
Organic Sessions	ACTUAL: 696,954 43% to goal	1,625,194 Sessions
International Market Sessions (UK, Australia, Germany, Scandinavia)	ACTUAL: 132,048 69% to goal	191,040 Sessions
Tracked Metrics		
Book Direct Referrals	ACTUAL: 164,057 27% to goal	618,151 Referrals
Newletter Sign Ups	New Subscribers FY YTD: 2,937 December: 338	Monthly Target: 712

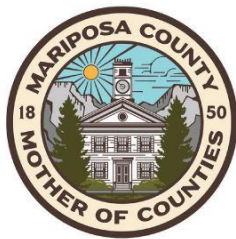
noblestudios.

Confidential. Intellectual property of Noble Studios

Source: Google

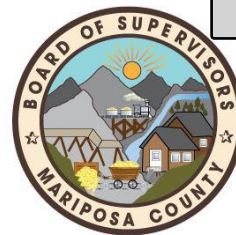
8

E.1.a



MARIPOSA COUNTY

Public Works • 209-966-2498



RESOLUTION - ACTION REQUESTED 2022-42

MEETING: January 18, 2022

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works & Transportation

RE: Update on Emergency Repair Work on White Rock Road

RECOMMENDATION AND JUSTIFICATION:

Review Emergency Repair Work on White Rock Road as Required by Public Contract Code Section 22050(c)(1); and Adopt a Finding that There is a Need to Continue the Emergency Action Pursuant to Public Contract Code Section 22050

BACKGROUND AND HISTORY OF BOARD ACTIONS:

On October 14, 2021, an inspection occurred on a 10 ft x 10 ft box culvert located on White Rock Road approximately 0.40 miles north of the bridge across Mariposa Creek. The inspection revealed that there was extreme deterioration of the reinforced concrete structure and exposed steel throughout the concrete structure. The culvert posed a clear and imminent danger, requiring immediate action to prevent the loss or impairment of life, health, property, or essential public services.

On November 2, 2021, pursuant to Resolution 2021-606, the Board authorized an agreement with Palmer Tractor for emergency repair work on the box culvert located on White Rock Road.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

If the Board does not review this action and determine, by a four-fifths vote, that there is a need to continue the emergency action, the emergency contracting procedures contained in Public Contract Code Sections 22050 may not be utilized.

RESULT: ADOPTED [UNANIMOUS]

MOVER: Marshall Long, District III Supervisor

SECONDER: Wayne Forsythe, District IV Supervisor

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey



MARIPOSA COUNTY

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



ORDINANCE 2022-1170

MEETING: January 18, 2022

TO: The Board of Supervisors

FROM: Rene LaRoche, Clerk of the Board

RE: Assessment Appeals Dissolution

RECOMMENDED ACTION AND JUSTIFICATION:

Waive the Second Reading and Adopt an Ordinance titled "An Ordinance Dissolving the Assessment Appeals Board and Removing Assessment Appeals Board Compensation", which will rescind Ordinance numbers 401, 486, and 1118, as well as Title 2.40 of Mariposa County Code.

The California Constitution and state law provides a mechanism to allow property owners to appeal the property valuations that form the basis for property taxes. The mechanism established in California Revenue and Taxation Code is for a board of supervisors to sit as the county board of equalization unless an ordinance is passed to create an assessment appeals board (AAB.) Mariposa County did take an action in 1975 to create a separate AAB but it has become increasingly difficult through the years to find people with the high state mandated qualifications who are willing to serve on it.

Staff and board members have spent considerable effort over the last ten years attempting to find volunteers willing to sit on the AAB but have met with little success. Consequently, the Board was asked to consider the matter during a Discussion and Direction item on December 21, 2021 which detailed the efforts that have been undertaken to fill the AAB positions. After discussion, the Board directed staff to return with the action necessary to dissolve the AAB.

By rescinding the previous actions that created the AAB, this ordinance will dissolve the AAB and fulfill the Board's direction. Once the ordinance becomes effective (thirty days after adoption), the county board of equalization function will automatically transfer back to the Board of Supervisors and Mariposa County will join nineteen other county boards of supervisors who sit as a county board of equalization.

This Ordinance was Introduced on January 4, 2022.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

01/04/2022: The Ordinance was Introduced.

12/21/2021: The Board discussed the issue and directed staff to bring an ordinance to dissolve the AAB, thus, automatically transferring the county board of equalization function back to the Board of Supervisors.

7/12/2016: Ordinance number 1118 increased the compensation stipend for AAB members from \$50 to \$100.

10/10/1978: Ordinance number 486 amended provisions regarding the AAB's establishment, as well as the provisions regarding AAB member terms of office and appointment, and removal.

6/3/1975: Ordinance number 401 was adopted which created the AAB and Chapter 2.40 of Mariposa County Code.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

First Reading: The Board has the latitude to change the ordinance text. If the Board elects not to introduce the ordinance, the proposed change will not be accomplished.

Second Reading: The Board may not make changes to an ordinance text, and can only approve the ordinance or not.

ATTACHMENTS:

Ordinance Dissolving the Assessment Appeals Board (PDF)

Title 2.40 as it currently exists(PDF)

Ordinance Summary (PDF)

RESULT: ADOPTED [UNANIMOUS]

MOVER: Tom Sweeney, District II Supervisor

SECONDER: Wayne Forsythe, District IV Supervisor

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

MARIPOSA COUNTY ORDINANCE NO.

AN ORDINANCE DISSOLVING THE ASSESSMENT APPEALS BOARD AND
REMOVING ASSESSMENT APPEALS BOARD COMPENSATION

WHEREAS California Revenue and Taxation Code (R&T) Section 1601 designates county boards of supervisors as the ex officio county board of equalization or assessment appeals board to equalize the valuation of taxable property within a county; and

WHEREAS R&T Code Section 1620 allows a board of supervisors to create a separate assessment appeals board to fulfill that function in place of the board of supervisors; and

WHEREAS the Mariposa County Board of Supervisors adopted ordinance number 401 on June 3, 1979, which created a separate assessment appeals board; and

WHEREAS ordinance number 486, which made minor amendments to Mariposa County Code Chapter 2.40, was adopted on October 10, 1978, with ordinance number 1118, which increased assessment appeals board member compensation, adopted on July 12, 2016; and

WHEREAS the County has experienced long term difficulties finding qualified people to serve on the Assessment Appeals Board and has now exhausted all potential solutions to the problem; and

WHEREAS the Board of Supervisors discussed the matter on December 21, 2021 and directed that the Assessment Appeals Board be dissolved so that the function of county board of equalization reverts to the Board of Supervisors.

NOW, THEREFORE, THE BOARD OF SUPERVISORS OF MARIPOSA COUNTY, a political subdivision of the State of California, does ordain as follows:

SECTION I: Ordinance numbers 401, 486, and 1118 are rescinded, and Title 2.40 of the Mariposa County Code, titled “Assessment Appeals Board” is rescinded in its entirety.

SECTION II: This Ordinance shall become effective thirty (30) days after final passage pursuant to Government Code §25123.

PASSED AND ADOPTED by the Board of Supervisors of Mariposa County this 18th day of January 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

_____, Chair
Mariposa County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

RENÉ LaROCHE
Clerk of the Board

STEVEN W. DAHLEM
County Counsel

TITLE 2.40 AS IT CURRENTLY EXISTS

2.40 Assessment Appeals Board

2.40.010 Established

2.40.020 Qualifications

2.40.030 Term Of Office And Appointment

2.40.040 Removal

2.40.050 Compensation

2.40.060 Duties

2.40.010 Established

An assessment appeals board of the county is established pursuant to section 9.5 of Article XIII of the Constitution of the State, Article 1.5, commencing with section 1620 of Chapter 1, Division 1, Part 3, of the Revenue and Taxation Code. The board shall consist of the number of members, be subject to all conditions of, and have all the duties and powers provided by the Constitution and the laws of the state referred to in Mariposa County Code 2.64.010 as said laws now provide and as they may in the future be amended.

HISTORY

Adopted by Ord. [401 Sec. 1](#) on 6/3/1975

Amended by Ord. [486 Sec. 1 \(part\)](#) on 10/10/1978

2.40.020 Qualifications

The qualifications for the members shall be those set out in Revenue and Taxation Code Section 1624 and shall be a qualified elector of the county.

HISTORY

Adopted by Ord. [401 Sec. 2](#) on 6/3/1975

2.40.030 Term Of Office And Appointment

The term of office of each member shall be those as set out in the Revenue and Taxation Code Section 1623. The members of the assessment appeals board and alternate members shall be appointed directly by the board of supervisors. The board of supervisors shall appoint members and alternates of the assessment appeals board upon the expiration of any term of office or the occurrence of a vacancy on such board. The person selected to fill the vacancy shall serve the remainder of the unexpired term.

HISTORY

Adopted by Ord. [401 Sec. 3](#) on 6/3/1975

Amended by Ord. [486 Sec. 1 \(part\)](#) on 10/10/1978

2.40.040 Removal

Any member of the assessment appeals board may be removed for cause by the board of supervisors of Mariposa county. Cause shall include but shall not necessarily be limited to the accrual of two consecutive unexcused absences by any member of the assessment appeals board.

HISTORY

Adopted by Ord. [401 Sec. 4](#) on 6/3/1975

Amended by Ord. [486 Sec. 1 \(part\)](#) on 10/10/1978

2.40.050 Compensation

The members of the assessment appeals board shall receive one hundred dollars (\$100) per session plus mileage paid at the county's prevailing rate, for acting in their capacity as members of said board.

HISTORY

Adopted by Ord. [401 Sec. 5](#) on 6/3/1975

Amended by Ord. [1118](#) on 7/12/2016

2.40.060 Duties

The assessment appeals board shall carry out the duties set forth in Part 3, Chapter 1, Article 1 of the Revenue and Taxation Code and other relevant portions of the Revenue and Taxation Code regarding equalization proceedings. .

HISTORY

Adopted by Ord. [401 Sec. 6](#) on 6/3/1975

MARIPOSA COUNTY BOARD OF SUPERVISORS

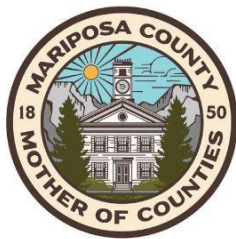
SUMMARY OF PROPOSED ORDINANCE DISSOLVING THE ASSESSMENT APPEALS
BOARD AND REMOVING ASSESSMENT APPEALS BOARD COMPENSATION

Notice is hereby given that on Tuesday, January 18, 2022, at 9:00 a.m., or as soon thereafter as the matter may be heard, at its regularly scheduled meeting, the Mariposa County Board of Supervisors will consider adoption of a proposed ordinance rescinding Title 2.40 of the Mariposa County Code, which will dissolve the Assessment Appeals Board and transfer the function of county board of equalization back to the Board of Supervisors.

The ordinance shall become effective thirty (30) days after final passage pursuant to Government Code Section 23123.

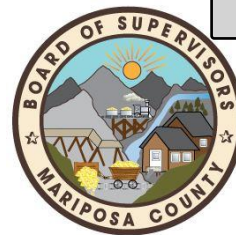
A certified copy of the full text of this ordinance is posted for public review in the Office of the Clerk of the Board of Supervisors located at 5100 Bullion Street, Mariposa, California.

RENÉ LaROCHE
Clerk of the Board



MARIPOSA COUNTY

Administration • 966-3222



RESOLUTION - ACTION REQUESTED 2022-43

MEETING: January 18, 2022

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Response to December 2021 Grand Jury Inquiry

RECOMMENDATION AND JUSTIFICATION:

Approve the Response of the Board of Supervisors to a Letter from the Grand Jury dated December 8, 2021; Authorize the Board of Supervisors Chair to Sign the Response; and Direct the County Administrative Officer to Transmit the Response to the Presiding Judge of the Mariposa County Superior Court.

Please see the attached response. For reference, the letter from the grand jury dated December 8, 2021, is also attached.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

On August 3, 2021, the Board approved Resolution 21-461, a response to the 2020-21 Grand Jury Final Report.

On October 6, 2020, the Board approved Resolution 20-585, a response to the 2019-20 Grand Jury Final Report.

On February 18, 2020, the Board approved Resolution 20-75, a response to the 2019-20 Grand Jury Interim Report.

On August 20, 2019, the Board approved Resolution 19-480, a response to the 2018-19 Grand Jury Final Report.

The Board has responded to earlier grand jury reports as required.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Approve the draft response with revisions.

Do not approve. Staff will need direction to understand how a new response should be drafted.

ATTACHMENTS:

Letter - From Grand Jury, Dec. 8, 2021 (PDF)
2021 Grand Jury Response - December Letter (PDF)

RESULT: **ADOPTED [UNANIMOUS]**

MOVER: Tom Sweeney, District II Supervisor

SECONDER: Wayne Forsythe, District IV Supervisor

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey



MARIPOSA COUNTY COURT HOUSE

Mariposa County Grand Jury

2021-2022

P.O. Box 789

Mariposa, California

RECEIVED

DEC 14 2021

BOARD OF SUPERVISORS

Mariposa County
Board Of Supervisors
P.O. Box 784
Mariposa, CA 95338

Mariposa County Board Of Supervisors
District 1 Rosemarie Smallcombe
District 2 Tom Sweeney
District 3 Marshall Long
District 4 Wayne Forsythe
District 5 Miles Menetrey

December 08, 2021

Dear Mariposa County Board Of Supervisors,

As part of a current sitting Civil Grand Jury's responsibilities, The Mariposa Civil Grand Jury, 2021-2022, is tasked with the creation of a written Compliance and Continuity Report. This report is a review and evaluation of the previous Mariposa County Grand Jury Final Report and the required responses to the findings and recommendations by the culpable person or entity pursuant to the California Penal Code §933(a),(c). Various County Officials and agency heads have already responded to our requests and provided clarity and compliance with the previous Grand Jury Final Report.

California Penal Code §933(a) requires the grand jury to "submit to the presiding judge of the superior court a final report of its **Findings** and **Recommendations** that pertain to county government matters during the fiscal or calendar year."

The governing body (BOS) is required to respond to the **Findings** and **Recommendations** directed to them within 90 days of the release of a grand jury's report (PC§933(c)). Every elected County official or agency heads are required to respond in 60 days (§933(c)).

We ask the Board of Supervisors to examine this review and correct or provide the proper responses required by the California Penal Codes so noted.

Upon examination the Mariposa Civil Grand Jury 2021-2022 found that under the Merced Irrigation District Settlement, were the following grand jury findings:

F1. The MID Settlement represents a significant opportunity for Mariposa County that should not be squandered.

F2. The county has a limited timeframe to utilize the MID settlement funds on water projects.

F3. A project of this magnitude will take considerable time to complete and yet to date, little has been done.

F4. This is particularly important opportunity as California is prone to frequent, and extensive periods of drought.

F5. Mariposa County needs to develop sustainable water supplies to maintain its current population and future growth.

To date the Mariposa County Board of Supervisors, pursuant to California Penal Code §933 and §933.05, has not responded or met the requirements to these findings. In order for the Mariposa County Civil Grand Jury 2021-2022 to publish an accurate and balanced Compliance and Continuity Report, we would like the Mariposa County Board of Supervisors to acknowledge and act in accordance with the afore mentioned penal code.

Upon examination the Mariposa Civil Grand Jury 2021-2022 found that under the Mykleoaks Subdivision-Road Conditions, were the following grand jury findings:

F3. The PW department did not supply any records of complaints regarding the roadways in the Mykleoaks subdivision.

To date the Mariposa County Board of Supervisors, pursuant to California Penal Code §933 and §933.05, has not responded or met the requirements to this finding. In order for the Mariposa County Civil Grand Jury 2021-2022 to publish an accurate and balanced Compliance and Continuity Report, we would like the Mariposa County Board of Supervisors to acknowledge and act in accordance with the afore mentioned penal code

Upon examination the Mariposa Civil Grand Jury 2021-2022 found that under the Mykleoaks Subdivision-Road Conditions, was the following grand jury recommendation:

R2. The Board of Supervisors (BOS) should establish a requirement for the PW department to develop, and maintain a complaint log within 90 days of the publication of this report. This complaint log should also contain the final disposition of each complaint.

To date the Mariposa County Board of Supervisors, pursuant to California Penal Code §933 and §933.05, has not responded or met the requirements to this recommendation. In order for the Mariposa County Civil Grand Jury 2021-2022 to publish an accurate and balanced Compliance and Continuity Report, we would like the Mariposa County Board of Supervisors to acknowledge and act in accordance with the afore mentioned penal code

Please note:

Acceptable responses to grand jury reports §933.05. (a) For the purposes of subdivision (b) of Section §933, as to each grand jury finding, the responding person or entity shall indicate one of the following:

- (1) The respondent agrees with the finding.
- (2) The respondent agrees wholly or partially with the finding; in which case the response shall specify the portion of the finding that is disputed and shall include an explanation of the reasons therefore.

(b) For purposes of subdivision (b) of section §933, as to each grand jury recommendation, the responding person or entity shall report one of the following action:

- (1) The recommendation has been implemented, with a summary regarding the implemented action.
 - (2) The recommendation has not yet implemented, but will be implemented in the future, with a timeframe for implementation.
 - (3) The recommendation requires further analysis, with an explanation and the scope and parameters of an analysis or study, and a timeframe for the matter to be prepared for discussion by the officer or head of the agency or department being investigated or reviewed, including the governing body of the public agency when applicable. This timeframe shall not exceed six months from the date of publication of the grand jury report.
 - (4) The recommendation will not be implemented because it is not warranted or is not reasonable, with an explanation therefore.
- (c) However, if a finding or recommendation of the grand jury addresses budgetary or personnel matters of a county agency or department headed by an elected officer, both the agency or department head and the board of supervisors shall respond if requested by the grand jury, but the response of the board of supervisors shall address only those budgetary or personnel matters over which it has some decision-making authority. The response of the elected agency or department head shall address all aspects of the finding or recommendations affecting his or her agency or department.

We appreciate the work that the Board Of Supervisors put forth in their efforts to respond and comply properly with the Mariposa County Civil Grand Jury Report. It is our candid belief that presenting the requirements afresh here will serve to contribute to future concise and clear responses.

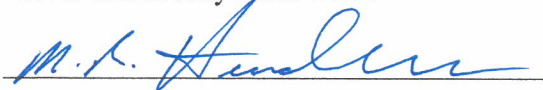
Please advise us within 10 days of the date of this letter as to the date you will submit this response to the court and the Mariposa County Civil Grand Jury 2021-2022.

Thank you for your attention and action on this matter.

Respectfully Yours,

Compliance and Continuity Report Action
Mariposa County Civil Grand Jury 2021-2022

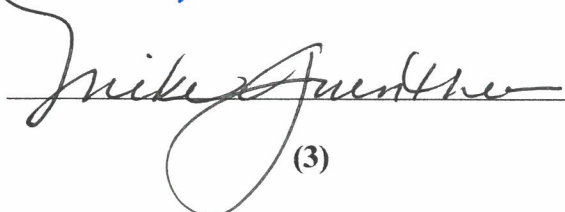
Mike Hendersen



Dated:

12/8/21

Mike Guenther



Dated:

12/8/21

(3)

January 18, 2022

The Honorable Michael Fagalde
Presiding Judge
Mariposa County Superior Court
5088 Bullion Street
Post Office Box 28
Mariposa, CA 95338

Re: Response to the December 8, 2021, inquiry of the Mariposa County Civil Grand Jury

Dear Judge Fagalde:

On December 14, 2021, the Mariposa County Board of Supervisors received a request from the Mariposa County Civil Grand Jury, dated December 8, to “review and correct or provide the proper responses” for specific findings and a recommendation from the 2020-2021 Final Report. Findings included those related to the Merced Irrigation District (MID) settlement and a finding that public works had not supplied complaint records relative to the Mykleoaks subdivision roads. The grand jury further sought to know whether the recommendation to implement a complaint log was, in fact, implemented. This letter is the Board’s response to that request.

In the second paragraph of the Board’s original response to the 2020-2021 Final Report, it states that “the Board acknowledges and agrees with findings in the report unless specified otherwise in the comments below”. This comment applies to each of the findings related to the MID settlement. The Board agrees that the MID settlement represents a significant opportunity, particularly in the context of frequent droughts, and has a limited timeframe. The board further agrees that any project related to the MID settlement will take considerable time, that minimal progress has been achieved on a project to date, and that the county will need sustainable water supplies to sustain the current population and future growth.

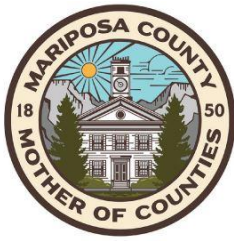
The Board’s original response advised that \$250,000 was allocated in December 2019 for the initial feasibility studies leading to a water project related to the MID settlement. That response further advised that, while the Water Agency Advisory Board was unable to meet for a considerable amount of time due to the novel coronavirus pandemic, meetings had resumed in 2021. This response is still valid. The Board understands that the Request for Qualifications (RFQ) for the first study is in final reviews and is looking forward to hearing the recommendations of the Water Agency Advisory Board in an upcoming Board meeting.

The Board likewise agrees with findings that public works had not supplied the requested complaint records relative to the Mykleoaks subdivision roads. The director responsible for providing these records is no longer employed by the County and the interim director has since advised that road complaint records have been kept via a work order system for more than a decade. The Board expects all future requests for available records to be fulfilled in a timely manner.

Thank you for this opportunity to clarify the Board's responses to the 2020-2021 Final Report. Grand jury guidance for future response clarity and compliance has also been noted.

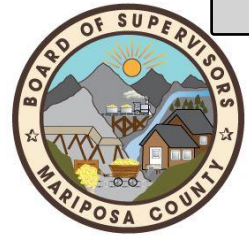
Sincerely,

Rosemarie Smallcombe
Board Chair



MARIPOSA COUNTY

County Counsel • (209) 966-3222



I.1

MEETING: January 18, 2022

TO: The Board of Supervisors

FROM: Steve Dahlem, County Counsel

RE: CS Conf. with Legal Counsel: Existing Liti: County V. JDC Land Co. LLC
& Jerry Cox V. County, ETAL

☒ **CONFERENCE WITH LEGAL COUNSEL:**

☒ Existing Litigation: *County of Mariposa v. JDC Land Company LLC;*
Mariposa County Superior Court Case No. 10887

and

Jerry Cox v. County of Mariposa, et al.
United States District Court Case No. 1-19-01105-AWI-BAM

☐ 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**

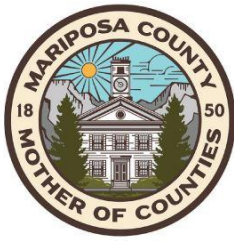
License or Permit applied for: _____

Agenda Item - No Resolution Requested

Number of license or permit applicants: _____

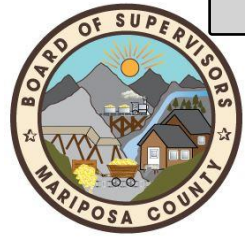
Name of applicant(s): _____

RESULT: CLOSED SESSION HELD



MARIPOSA COUNTY

Administration • 966-3222



I.2

MEETING: January 18, 2022

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Closed Session - Yosemite West Property

☐ **CONFERENCE WITH LEGAL COUNSEL:**

☐ **Existing Litigation:**

☐ Disclosure will jeopardize existing settlement negotiations.

☐ **Anticipated Litigation**

☐ Significant exposure to litigation pursuant to subdivision (b) of Government Code section 54956.9.
Number of cases to be discussed:

☐ Initiating of litigation pursuant to subdivision (c) of Government Code section 54956.9.
Number of cases to be discussed:

☐ **CONFERENCE WITH COUNTY LABOR NEGOTIATOR**

Name of Employee Organization: _____

Name of County Designated Representative: _____

Title(s) of unrepresented individuals with whom negotiations are being conducted: _____

☐ **PUBLIC EMPLOYEE EMPLOYMENT TITLE OR POSITION TO BE FILLED:**

(Government Code Section 54957 (b) (1))

☐ **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** (Government Code Section 54954.5)

Description of real property: APNs 006-070-0380, 006-070-0350, 006-070-0310

Agency negotiator: Dallin Kimble, County Administrative Officer

Negotiating parties: Yosemite Henness Ridge, Yosemite West Park

Closed session will concern: (X) price; (X) 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