Mariposa County

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

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

BOARD OF SUPERVISORS
ACTION SUMMARY MINUTES
AUGUST 8, 2023

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

Chair Menetrey called the meeting to order.

Attendee Name	Title	Status	Arrived
Rosemarie Smallcombe	District I Supervisor	Present	9:00 AM
Shannon Poe	District II Supervisor	Present	9:00 AM
Danette Toso	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 Menetrey led the pledge of allegiance.

C. Introductions

Steve Ward/Cal Fire/Mariposa Fire introduced John Patton, the new fire mitigation coordinator who graduated from the University of Georgia. He worked for Nature Bridge in Yosemite after coming to Mariposa in 2011. Mr. Patton thanked the Board for allowing him the chance to be there and noted they would see him often to grant items.

Kim Ballard/Deputy Director of Public Health introduced Robert Fowler, who goes by Raider, as the new Public Health Educator.

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

Mike Brusa/Bear Valley Resident commented on CA.1 noting statistics on homelessness in the state. He noted he saw Gavin Newson, as Mayor of San Francisco, giving a speech on the topic of ending homelessness in San

Francisco in 10 years and noted its now more appalling then before.

Mr. Brusa noted again, that the emergency rule over problems is appalling.

Michael Mattheson/Citizen commented on CA.1 noting every time we drive down the highway we see masses of people living on the streets. He noted as a community, we needed to continue to find resolution. He noted he grew up with one or two homeless individuals and everyone knew his name. He noted the people in this room have a place to go and have water. He asked that we meet this with sympathy as this is an issue of community.

Chair Menetrey commented on CA.8 and noted this policy allowed for automated electronic defibrillators in some buildings and now this allows them for all buildings.

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District IV Supervisor Wayne Forsythe
SECONDER:	District III Supervisor Danette Toso
AYES:	District II Supervisor Poe, District I Supervisor Smallcombe, District IV Supervisor Forsythe, District V Supervisor Menetrey, District III Supervisor Toso

CA1. **Health and Human Services Agency**

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County

CA2. **Sheriff's Department**

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

CA3. **Sheriff's Department**

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

CA4. **Administration**

Approve the Second Amendment of the Economic Development Administration (EDA) Financial Assistance Award; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA5. **Agricultural Commissioner**

Approve the Certified Farmers Market Inspections Agreement 23-00041-000-SA for Fiscal Year 2023/2024 with the California Department of Food and Agriculture (CDFA); and Authorize the Board of Supervisors Chair to Sign the Agreement

CA6. **Agricultural Commissioner**

Approve Organic Program Cooperative Agreement No. 23-0094-000-SA for Fiscal Year 2022/2023 with the California Department of Food and Agriculture (CDFA); and Authorize the Board of Supervisors Chair to Sign the Agreement

CA7. **County Counsel**

Rescind Resolution 2023-260; Adopt a Revised Resolution Designating the Mariposa County Arts Council as the County's Authorized Partner in the California Arts Council's State-Local Partnership Program; and Authorize the Mariposa County Arts Council to Submit Grant Proposals to the State and Local Partnership Program and Execute Grant Contracts, If Awarded

CA8. **County Counsel**

Rescind Resolution No. 2016-199 Approving the Public Access Defibrillator Program Plan; and Adopt a New Automated External Defibrillator Policy

CA9. **Health and Human Services Agency**

Approve an Agreement (23Q-5570) with the California Department of Community Services and Development (CSD) in the Amount of $11,103 for the 2023 Supplemental Low Income Home Energy Assistance Program (SLIHEAP); and Authorize the Board of Supervisors Chair to Sign the Agreement

CA10. **Health and Human Services Agency**

Approve the Appointment of Dr. Eric Sergienko for a seat on the Santa Cruz-Monterey-Merced-San Benito-Mariposa Managed Medical Care Commission

CA11. **Health and Human Services Agency**

Approve Second Amendment to Agreement with Davis Guest Home Increasing the Amount by $10,000 for a New Amount Not to Exceed $130,000 for Personalized Residential Care Services; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA12. **Health and Human Services Agency**

Approve an Agreement with Sierra Quest Human Services Foundation (SQHSF) in the Amount of $400,000 for Short-Term Residential Therapeutic Program (STRTP) Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA13. **Health and Human Services Agency**

Approve Revision to Modification Four of the Sub-contractor Agreement with the California Department of Health Care Services for Crisis Care Mobile Units (CCMU) Program; Approve Two Allocations for Peer Supports that Must Be Hired; Decrease the Amount by $49,973.00 for a New Amount Not to Exceed $1,649,231.82; and Authorize the Board of Supervisors Chair to Sign the Revised Modification

14. **Public Works**

Declare the Labor Day Parade a County Sponsored Event

CA15. **Public Works**

Approve Second Amendment with Moore Twining Associates to Extend the Term of the Agreement to June 30, 2024; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA16. **Sheriff's Department**

Approve Budget Action Transferring Funds Within the Sheriff's Office Budgets for Fiscal Year 2023 for Year End Balancing Adjustments $200,000 (4/5ths Vote Required)

E. Items removed from Consent Agenda

None.

F. Departmental Presentation

Jeremy Briese/Mariposa County Sheriff thanked his staff for their work. He noted they had more than 2791 plants, two arrests, seized 7 firearms, and another animal neglect case on the books. He noted the animals are still being treated. this one was more severe, and some animals had to be put down. He noted for you Supervisor Poe, whose district has been getting a little attention on thievery and drug addictions, the Sheriff noted they deployed a spear team the previous weekend to identify problem areas and have specialized operations. Supervisor Poe thanked the Sheriff and noted District 2 is thankful for their hard work. In response to Supervisor Menetrey, (animal abuse and neglect), he hoped the DA could stick it to these people.

Joe Lynch/Health and Human Services Director noted they participated in a back-to-school event with nearly 100 children showing up. He noted children are given. He thanked John C. Fremont, Probation, Cal Fire, AAUW, and HHSA for their participation. Director Lynch announced there would be an event the upcoming Saturday at the high school. He noted free backpacks and free clothing as some students have never had new clothes. He thanked Lori Vegley/Teacher and her team for this event. He noted last year, they were able to apply for and receive 13.5 million in grant funds. He noted grant writers are like unicorns, if you get a good one, you hide it and don't let anyone know you have it. In response to Supervisor Smallcombe, Director Lynch noted they would bring back a presentation on the mobile units and showcase the services and resources that are being spread.

Jacob Hawley/Mariposa Visitors Center noted at this time, they are averaging 79 people a day, which is the highest they have ever seen. He noted overall, there are over 17,000 visitors this year, and we are hoping to see 25,000. He noted the most they had seen in a single day was 240 visitors. The front desk staff helped 900+ individuals find rooms. In the escape room, they have had 318 individuals use it. He also noted he recently visited Yosemite and did not wait more than 10 minutes at the entrance.

G. Public Comment on Non-Agenda Items

Marvin Wells/Resident asked if any of the Board members had visited Arlington Cemetery, noting if they hadn’t, they should. He noted a few weeks ago, he came before the Board and proposed that they sponsor and display a memorial for the residents who have given their lives in service to others. In response, Supervisor Forsythe noted he would call Mr. Wells as they are working on this request.

Mike Brusa noted it's always interesting to see who is in the audience. He noted generally, it's mostly staff or people who come to receive an award or need something. He began to discuss the Constitution, noting its intent was to limit what the federal government could do.

H. Regular Agenda Items

1. **Agricultural Commissioner**

Approve Noxious Weed Program Cooperative Agreement No. 23-0094-000-SA for Fiscal Year 2023/2024 and 2024/2025 with the California Department of Food and Agriculture (CDFA); and Authorize the Board of Supervisors Chair to Sign the Agreement. Followed with Discussion and Direction for the Priority of Need for the Noxious Weed Program

Monica Nielsen/Agricultural Commission gave the staff report noting she wants to give the Board the option to choose if the right of way is first or private land.

9:50 AM Tacy Gauthier/Deputy Clerk of the Board II stepped in as Clerk. **9:57 AM** Danielle Bondshu returned as Clerk.

Public comment was received from a phone caller named Mike who noted 120 acres isn't much, he also noted the fund should be used on public lands first.
Board discussion ensued.

DIRECTION: Staff is to focus on using the funds for treating Noxious weeds on the right of ways first for treating noxious weeds.

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District I Supervisor Rosemarie Smallcombe
SECONDER:	District IV Supervisor Wayne Forsythe
AYES:	District II Supervisor Poe, District I Supervisor Smallcombe, District IV Supervisor Forsythe, District V Supervisor Menetrey, District III Supervisor Toso

2. **Health and Human Services Agency**

Receive a Presentation on the Community Assessment for Public Health Emergency Response (CASPER) Survey and Telephone Census Assessing Post-Disaster Needs

Dr. Eric Sergienko/County Health Office gave the staff report and introduced Dr. Asha Choudhury/California Department of Public Health, who gave a PowerPoint presentation. No public comment.

Board discussion ensued. In response to Supervisor Smallcombe, Dr. Kristina Keheley ACES is screened for every Behavioral Health client and noted they will be using such information for the Community Health Improvement Plan (CHIP)

RESULT: PRESENTATION HELD

3. **Clerk of the Board**

Discussion and Direction Regarding Appropriate Action, Including Possible Dissolution of Four Committees Prior to their Sunset Dates

Tracy Gauthier gave the staff report. No public comment.

Board discussion ensued.

ACTION: Dissolve four committees recommended by staff.

DIRECTION: Staff is to give the remaining non-compliant committees a third chance to turn in their

annual report or memo to the Board, if no report, the committee can be dissolved.

RESULT: DIRECTION GIVEN

4. **Administration**

Discussion and Direction on Fire Inspection Fee Schedule

11:02 AM Chair Menetrey recessed the Board for a brief break and reconvened at 11:09 AM

Leigh Westerlund/Assistant County Administrative Officer, gave a PowerPoint Presentation along with Chief Ward.

Public Comment was received by Jonathan Noel/Resident who asked if there was a way to have the inspections done together or be a self-inspection form? He also asked if the Board would consider a program for individuals on Social Security or fixed income who may not be able to afford the fees.

Mike Brusa noted there is a conflict of visions. He went further to note we have a structural monopoly since as a government entity there is no competition which makes determining the fees artificial. He noted this is a tax without calling it a tax.

Pete Judy/District 4 He discussed his time as the past Chief Probation officer noting they had to go through some of these inspections and they always received a bill from the State.

Board discussion ensued.

DIRECTION: Staff is to hold off on the implementation of the new fees introduced in the report until Tyler Technologies is implemented and costs can be compared. Staff is to bring back a list of recommended annual inspections for non-mandatory inspections.

RESULT: DIRECTION GIVEN

I. Closed Session

Chair Menetrey read the one closed session item.

Public comment was received by Pete Judy, who noted as the previous Chief Probation Officer, he had worked with 5 County Administrative Officers and had the pleasure and was compelled to come in and say what he felt during his tenure. He noted he appreciated Dallin's leadership and guidance and noted the excitement Mr. Kimble brought in developing a county-wide strategic plan. He noted Mr. Kimble has done a good job of juggling and helping the Board get that information to the Department Heads. He noted no matter what he is speaking about, he noted the honesty and integrity Mr. Kimble shows.

Mike Brusa noted he doesn't quite fully understand the structure of this county. He noted he assumed a different structure when he came, one in which Mr. Kimble had more control over the Departments, which is not the case. He noted that Mr. Kimble to accomplish what he has is amazing. Mr. Brusa noted he attended the two budget sessions; he was impressed we had a budget after that session without much public rancor.

12:55 PM Chair Menetrey recessed the Board into closed session.

1. **Board of Supervisors**

CLOSED SESSION: County Administrative Officer (CAO) Review

RESULT: CLOSED SESSION HELD

Report Out

2:32 PM Chair Menetrey reconvened the Board meeting and noted during closed session, information was received.

J. Board Information

Information received.

K. Adjournment

2:34 PM Chair Menetrey adjourned in memory of Mark Steele.

Respectfully submitted,

Tracy Gauthier
Deputy Clerk of the Board II

Danielle Bondshu
Clerk of the Board

Miles Menetrey
Chair, Board of Supervisors

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-426

MEETING: August 8, 2023

TO: The Board of Supervisors

FROM: Joe Lynch, Director of Health and Human Services

RE: Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County

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RECOMMENDATION AND JUSTIFICATION

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County.

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

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

BACKGROUND AND HISTORY OF BOARD ACTIONS

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

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

- A county may allow persons unable to obtain housing to occupy designated public facilities during the duration of the emergency (public facilities include parks, schools, and vacant or underutilized facilities which are owned, operated, leased, or maintained by the county);
- A county is immune from liability for ordinary negligence in the provision of emergency housing for all conditions, acts, or omissions directly related to, and which would not occur but for, the provision of emergency housing; and
- The provisions of any state or local law or regulation prescribing standards of housing, health, and safety are suspended to the extent that strict compliance would prevent, hinder, or delay the mitigation of the effects of the crisis.

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

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

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

FINANCIAL IMPACT

None

ATTACHMENTS

None

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District IV Supervisor Wayne Forsythe
SECONDER:	District III Supervisor Danette Toso
AYES:	District II Supervisor Poe, District I Supervisor Smallcombe, District IV Supervisor Forsythe, District V Supervisor Menetrey, District III Supervisor Toso
ABSTAIN:	None

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-427

MEETING:	August 8, 2023
TO:	The Board of Supervisors
FROM:	Jeremy Briese, Sheriff
RE:	Resolution Continuing the Local Emergency Due to the 2022/2023 Meteorological "Atmospheric River" Event

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RECOMMENDATION AND JUSTIFICATION

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

BACKGROUND AND HISTORY OF BOARD ACTIONS

An extreme storm beginning on December 27th, 2022, caused ongoing damage to the County and other public and district facilities, including but not limited to roads, bridges, and structure/s/ within Mariposa County.
January 11th, 2023: The Board ratified the January 5th, 2023 Local Emergency Proclamation Due to the 2022/2023 Meteorological "Atmospheric River" Event. Additionally, the Board has ratified similar proclamations in the past during other emergencies.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

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

FINANCIAL IMPACT

None

ATTACHMENTS

None

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District IV Supervisor Wayne Forsythe
SECONDER:	District III Supervisor Danette Toso
AYES:	District II Supervisor Poe, District I Supervisor Smallcombe, District IV Supervisor Forsythe, District V Supervisor Menetrey, District III Supervisor Toso
ABSTAIN:	None

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-428

MEETING:	August 8, 2023
TO:	The Board of Supervisors
FROM:	Jeremy Briese, Sheriff
RE:	Resolution Continuing a Local Emergency Due to Extreme Snowstorms in February and March of 2023

RECOMMENDATION AND JUSTIFICATION

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

On February 23rd, 2023 a series of snow storms impacted Mariposa County. Heavy snowfall from the storms impacted many areas, causing downed trees and power lines. The snow accumulation caused damage to the County and other public and district facilities, including but not limited to roads, bridges, and structure/s/ within Mariposa County.
On March 1st, 2023, Sheriff Jeremy Briese, acting as the Director of Emergency Services pursuant to Mariposa County Code Section 2.80.040, issued a Proclamation, declaring a local emergency.
On March 7th, 2023 the Board adopted a Resolution Ratifying the March 1, 2023 Proclamation by the Director of Emergency Services of the County of Mariposa, State of California, Proclaiming the Existence of a Local Emergency.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board has ratified similar proclamations in the past during other emergencies.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

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

FINANCIAL IMPACT

ATTACHMENTS

None

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District IV Supervisor Wayne Forsythe
SECONDER:	District III Supervisor Danette Toso
AYES:	District II Supervisor Poe, District I Supervisor Smallcombe, District IV Supervisor Forsythe, District V Supervisor Menetrey, District III Supervisor Toso
ABSTAIN:	None

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-429

MEETING: August 8, 2023

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Approve the Second Amendment of the Economic Development Administration (EDA) Financial Assistance Award; and Authorize the Board of Supervisors Chair to Sign the Amendment

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RECOMMENDATION AND JUSTIFICATION

Approve the Second Amendment of the Economic Development Administration (EDA) Financial Assistance Award; and Authorize the Board of Supervisors Chair to Sign the Amendment.

Adherent to Resolution 2019-66, staff is requesting the Board of Supervisors Chair to sign Form CD-451, Amendment to Financial Assistance Award, approving the second amendment of the project. Amendments are detailed in Exhibit A attached and include changes to the scope of work, removal of Phase 2, updates to the project timeline, modification to the allowable costs and budget, and removal of traffic control and traffic control analysis.

BACKGROUND AND HISTORY OF BOARD ACTIONS

November 2019 - County accepted grant award for funding of Downtown Renovation Grant for $6,296,347

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

A negative action will prohibit the two amendments from being implemented.

FINANCIAL IMPACT

No financial impact. The project was paid for by a $6,296,347 grant from the Economic Development Administration (EDA)/Department of Commerce.

ATTACHMENTS

1. **routing sheet and CD-451**

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District IV Supervisor Wayne Forsythe
SECONDER:	District III Supervisor Danette Toso
AYES:	District II Supervisor Poe, District I Supervisor Smallcombe, District IV Supervisor Forsythe, District V Supervisor Menetrey, District III Supervisor Toso
ABSTAIN:	None

AGREEMENT ROUTING SHEET

To: *Tracy Gauthier or Katherine Slenders* **Dept.:** *Clerk of the Board* **Date:** July 14, 2023

From: Tara G. Schiff **Agreement with:** Economic Development Administration/Department of Commerce

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 the 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 the instructions below.
Non-standard agreements will NOT be processed without County Counsel's approval.)

3) Is the Certificate of Insurance attached? **Yes** ■ **No** ☐ *If No, **DO NOT** submit until COI is received and attached.*

Section 2: VENDOR AND AGREEMENT TYPE *(Complete all Section 2 fields.)*

Vendor Signator & Title: Sheba Person-Whitley, Regional Director
(Name of person signing the agreement and their title)

Vendor Email: SPerson@eda.gov
(Email of signee)

For: Disaster Resiliency Grant
(Provide a brief description of the service provided or product purchased, i.e. "Police service dog training," "Annual Senior Health Fair," etc.)

Term: 11/01/2022-10/01/2025
(Enter beginning "to" end. 3 years 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*.)
Total amendments cannot extend the term beyond five years.

Is this an Agreement for goods, supplies, or services? **Yes** ☐ **No** ■
(If Yes, attach copies of the required competitive solicitations per the Purchasing Policy.)
<$3,000 – No solicitation required; ***$3,000-$9,999*** – Informal solicitation, two quotes; ***$10,000-$60,000*** - Informal solicitation, three or more quotes
DO NOT submit the agreement without the solicitations attached if required.

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

■ **BOARD ACTION** M/Traq ID # or Res No.: 2018-546 Scheduled Date: 11/13/2018

☐ **PURCHASING CODE (CAO or Department Heads - County Code Chapter 3.08):**

☐ $_____ **DEPARTMENT HEADS, <= $20,000 (**MCC Section 3.08.050):
(May not purchase or lease real property or storage space without the Purchasing Agent's approval.)

■ $_____ **CAO as Purchasing Agent, <= $60,000** (MCC Section 3.08.090):
(Amount limited to what is budgeted.)

☐ **INDEMNIFICATION AGREEMENTS (Res. 05-117 and 04-346)** $_____

The below fall under the Signature Authority Policy and/or the Purchasing Policy

☐ **INTERDEPARTMENTAL AGREEMENTS** $ _____

☐ **MEMORANDUM OF UNDERSTANDING (MOU)** *No Cost* $ _____

☐ **CODE COMPLIANCE AGREEMENT** $ _____

☐ **SOFTWARE AS A SERVICE or OTHER SUBSCRIPTIONS or LICENSES** $ _____

***See next page for submitting instructions**

Digital Signatures Authorized (Res. 20-456): 08-11-2020; Signature Authority Policy (Res. 22-116): 02-15-22;
Purchasing Policy Authorized (Res.22-462): 08-16-2022
Form Revision Date: 02-01-23

FORM **CD-451**
(REV. 11/18)

U.S. DEPARTMENT OF COMMERCE

AMENDMENT TO FINANCIAL ASSISTANCE AWARD

☑ **GRANT** ☐ **COOPERATIVE AGREEMENT**

FEDERAL AWARD ID NUMBER
07-79-07487

CFDA NO. AND NAME
11.307 / Economic Adjustment Assistance Program

PROJECT TITLE
Mariposa Roadway, Water, and Sewer Infrastructure Improvement Project

RECIPIENT NAME	**AMENDMENT NUMBER**
Mariposa County	2
STREET ADDRESS	**EFFECTIVE DATE**
P.O. Box 784	Date of Grant Officer's Signature
CITY, STATE, ZIP CODE	**EXTEND PERIOD OF PERFORMANCE TO (IF APPLICABLE)**
Mariposa, California 95338-0494	

COSTS ARE REVISED AS FOLLOWS:	PREVIOUS ESTIMATED COST	ADD	DEDUCT	TOTAL ESTIMATED COST
FEDERAL SHARE OF COST	$ 6,296,347.00	$	$	$ 6,296,347.00
RECIPIENT SHARE OF COST	$ 0.00	$	$	$ 0.00
TOTAL ESTIMATED COST	$ 6,296,347.00	$	$	$ 6,296,347.00

REASON(S) FOR AMENDMENT.

Amend SAC 1 Authorized Scope of Work Phase 1 and remove Phase 2
Change SAC 7 Project Development Time Schedule
Modify SAC 9 Allowable Costs and Authorized Budget
Remove SAC 25 Traffic Control Analysis Report
Remove SAC 26 Traffic Control

This Amendment Document (Form CD-451) signed by the Grants Officer constitutes an Amendment of the above-referenced Award, which may include an obligation of Federal funding. By signing this Form CD-451, the Recipient agrees to comply with the Amendment provisions checked below and attached, as well as previous provisions incorporated into the Award. If not signed and returned without modification by the Recipient within 30 days of receipt, the Grants Officer may unilaterally withdraw this Amendment offer and de-obligate any associated funds.

☐ **SPECIFIC AWARD CONDITION(S)**

☐ **LINE ITEM BUDGET**

☑ **OTHER(S):** "See Exhibit A"

SIGNATURE OF DEPARTMENT OF COMMERCE GRANTS OFFICER	**DATE** 07/13/23
PRINTED NAME, PRINTED TITLE, AND SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL	**DATE**

Exhibit A
Amendments to the Specific Award Conditions (SACs)

Replace Special Award Condition No. 1 in its entirety with:

1. This EDA Award supports the work described in the approved final scope of work, which is incorporated by reference into this Award, as the *Authorized Scope of Work*. All work on this project must be consistent with the *Authorized Scope of Work,* unless the Grants Officer has authorized a modification of the scope of work in writing through an amendment memorialized by a fully executed Form CD-451.

   The *Authorized Scope of Work* for this project includes:

   The Recipient will perform construction to repair and improve roadway, water, and sewer infrastructure in a commercial area.

   Specifications

   The Recipient will perform design and construction of underground utilities, replace pavement, bridge deck overlay, parking lot improvements, sidewalk and gutter improvements, and pedestrian walkway improvements in Mariposa, California commercial district. Work includes replacing approximately 3,800 LF of existing vitrified clay pipe with 8" PVC piping and approximately 22 manholes. Parking lot improvements include adding retaining walls and ornamental lighting. The bridge deck repair includes adding a polymer concrete deck overlay and replacement of protective rails. Quantities include approximately 2,000 LF of curb and gutter, 6,000 SF of sidewalk, and 7,400 SY of new pavement.

Replace Specific Award Condition No. 7 in its entirety with the below:

7. **PROJECT DEVELOPMENT TIME SCHEDULE:** The Recipient agrees to the following Project Development Time Schedule:

Item	Submission Deadline
Return of Executed Financial Assistance Award	30 calendar days after receipt of Form CD-450
Start of Construction	24 Months from Date of Award
Completion of Construction	60 Months from Date of Award
Authorized Award End Date	60 Months from Date of Award
Submission of Final Financial Report on Standard Form 425	No later than 120 calendar days after Award End Date

   Project Closeout – All project closeout documents, including final financial reports (Form SF 425 or any successor form) and any required program reports, shall be submitted to

EDA not more than 120 calendar days after the date the Recipient accepts the completed project from the contractor(s).

The Recipient shall diligently pursue the development of the project so as to ensure completion within this time schedule and shall promptly notify EDA in writing of any event that could substantially delay meeting any of the prescribed time limits for the project as set forth above. The Recipient further acknowledges that failure to meet the development time schedule may result in EDA taking action to terminate the Award in accordance with the regulations set forth at 2 CFR §§ 200.338–200.342, as applicable.

Replace in its entirety SAC 9 Allowable Costs and Authorized Budget with:

9. **ALLOWABLE COSTS AND AUTHORIZED BUDGET:** Total allowable costs will be determined after the final financial documents are submitted in accordance with the applicable authorities specified on the *Financial Assistance Award* (Form CD-450), including the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* at 2 C.F.R. part 200.

Except as otherwise expressly provided for within these Special Award Conditions, the Federal share of the allowable costs shall be based on the Investment Rate for the Award, as established on the Form CD-450 or any subsequent amendment (Form CD-451). In the event of an underrun in total allowable costs for this project, the Federal share of allowable costs shall be determined by the Investment Rate. The Federal share of total allowable costs shall not exceed the dollar amount specified on the original Award or any subsequent amendments.

Line Item Budget:

A. Under the terms of the Award, the total approved authorized budget is:

Federal Share (EDA Funds)	$6,296,347
Non-Federal matching Share	$0
Total Project Cost	$6,296,347

B. Under the terms of this Award, the total approved line item budget is:

COST CLASSIFICATION	Approved Budget	Add	Revised Budget
Administrative and legal expenses	$97,000	$53,000	$150,000
Land, structures, rights-of-way, etc.	$85,000	-$85,000	$0
Relocation expenses and payments	$25,000	-$25,000	$0
Architectural and engineering fees	$350,000	$370,940	$720,940
Other architectural and engineering fees	$75,000	-$75,000	$0
Project inspection fees	$45,000	$180,058	$225,058
Site work	$0	$0	$0
Demolition and removal	$0	$0	$0
Construction	$4,727,590	$0	$4,727,590
Equipment	$0	$0	$0
Contingencies	$891,747	-$418,998	$472,759
Total Project Cost	$6,296,347	$0	$6,296,347

Remove SAC 25 “Traffic Control Analysis Report.”

Remove SAC 26 “Traffic Control.”

All other terms and conditions of the Financial Assistance Award remain in full force and effect.

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-430

MEETING: August 8, 2023

TO: The Board of Supervisors

FROM: Monica Nielsen, Agricultural Commissioner

RE: Approve the Certified Farmers Market Inspections Agreement 23-00041-000-SA for Fiscal Year 2023/2024 with the California Department of Food and Agriculture (CDFA); and Authorize the Board of Supervisors Chair to Sign the Agreement

---

RECOMMENDATION AND JUSTIFICATION

Approve the Certified Farmers Market Inspections agreement 23-00041-000-SA for fiscal year 2023/2024 with the California Department of Food and Agriculture (CDFA); and Authorize the Board of Supervisors Chair to Sign the Agreement

This cooperative agreement with the CDFA is for work performed in Mariposa County in the enforcement of the Certified Farmers Market (CFM) Program. Funds will be received for enforcement of laws and regulations pertaining to the inspection and certification of certified farmer's markets and certified producers as well as producer and market investigations.

The total available in Fiscal Year 2023/2024 for this agreement is $440.00

BACKGROUND AND HISTORY OF BOARD ACTIONS

Last year's agreement was approved by Resolution No. 2022-340

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Not approving this agreement, subvention funds will not be received for the Certified Farmers Market (CFM) Program to defray the funds expended for investigative worked performed in this program for FY 2023/2024.

FINANCIAL IMPACT

The subvention amount of this agreement could increase up to $440.00 in the FY 2023/2024 budget revenues.

ATTACHMENTS

1. **Farmers Market 23-0041-000-SA**

VOTE RESULT

RESULT: **Adopted (UNANIMOUS)**
MOVER: District IV Supervisor Wayne Forsythe
SECONDER: District III Supervisor Danette Toso

AYES:	District II Supervisor Poe, District I Supervisor Smallcombe, District IV Supervisor Forsythe, District V Supervisor Menetrey, District III Supervisor Toso
ABSTAIN:	None

State of California, Department of Food and Agriculture
AGREEMENT
GAU-03 (Rev.7/2023)

COOPERATIVE AGREEMENT SIGNATURE PAGE

AGREEMENT NUMBER
23-0041-000-SA

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

STATE AGENCY'S NAME
CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

RECIPIENT'S NAME
COUNTY OF MARIPOSA

2. The Agreement Term is: July 1, 2023 through June 30, 2024

3. The maximum amount of this Agreement is: $440.00

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

Exhibit A: Recipient and Project Information	2 Page(s)
Exhibit B: General Terms and Conditions	5 Page(s)
Exhibit C: Payment and Budget Provisions	2 Page(s)

Attachments: Scope of Work and Budget

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

RECIPIENT

RECIPIENT'S NAME *(Organization's Legal Name)*
COUNTY OF MARIPOSA

BY *(Authorized Signature)* ✍	DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS
P.O. Box 905, Mariposa, CA 95338

STATE OF CALIFORNIA

AGENCY NAME
CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

BY *(Authorized Signature)* ✍	DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
LAURA RODRIGUEZ, STAFF SERVICES MANAGER I, OFFICE OF GRANTS ADMINISTRATION

ADDRESS
1220 N STREET, ROOM 120
SACRAMENTO, CA 95814

BM

EXHIBIT A

RECIPIENT AND PROJECT INFORMATION

1. CDFA hereby awards an Agreement to the Recipient for the project described herein:
The county will perform inspections as outlined in the Food and Ag. Code, Division 17, Chapter 10.5, the California Code of Regulations, Title 3, Subchapter 4, Article 6.5; and any state policies.

Project Title: Certified Farmers Market Inspections

2.The Managers for this Agreement are:

FOR CDFA:		**FOR RECIPIENT:**	
Name:	Kiley Potter	Name:	Monica Nielsen
Division/Branch:	Inspection Services/ Inspection & Compliance	Organization:	COUNTY OF MARIPOSA
Address:	1220 N Street	Address:	P.O. Box 905
City/State/Zip:	Sacramento, CA 95814	City/State/Zip:	Mariposa, CA 95338
Phone:	916-597-7328	Phone:	209-966-2075
Email Address:	kiley.potter@cdfa.ca.gov	Email Address:	agcomm@mariposacounty.org

3. The Grant Administrative Contacts for this Agreement are:

FOR CDFA:		**FOR RECIPIENT:**	
Name:	Kiley Potter	Name:	Monica Nielsen
Division/Branch:	Inspection Services/ Inspection & Compliance	Organization:	County of Mariposa
Address:	1220 N Street	Address:	PO Box 905
City/State/Zip:	Sacramento, CA 95814	City/State/Zip:	Mariposa, CA 95338
Phone:	916-597-7328	Phone:	209-966-2075
Email Address:	kiley.potter@cdfa.ca.gov	Email Address:	mnielsen@mariposacounty.org

FISCAL CONTACT FOR RECIPIENT (if different from above):
Name:
Organization:
Address:
City/State/Zip:
Phone:
Email Address:

4. **RECIPIENT: Please check appropriate box below:**
   Research and Development (R&D) means all research activities, both basic and applied, and all development activities that are performed by non-Federal entities. The term research also includes activities involving the training of individuals in research techniques where such activities utilize the same facilities as other R&D activities and where such activities are not included in the instruction function.

   This award ☐ does ☒ does not support R&D.

5. For a detailed description of activities to be performed and duties, see Scope of Work and Budget.

EXHIBIT B

GENERAL TERMS AND CONDITIONS

1. **Approval**
   This Agreement is of no force or effect until signed by both parties. The Recipient may not invoice for activities performed prior to the commencement date or completed after the termination date of this Agreement.

2. **Agreement Execution**
   Unless otherwise prohibited by state law, regulation, or Department or Recipient policy, the parties agree that an electronic copy of a signed Agreement, or an electronically signed Agreement, has the same force and legal effect as an Agreement executed with an original ink signature. The term "electronic copy of a signed Agreement" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed Agreement in a portable document format. The term "electronically signed Agreement" means an Agreement that is executed by applying an electronic signature using technology approved by all parties.

3. **Assignment**
   This Agreement is not assignable by the Recipient, either in whole or in part, without the prior consent of the CDFA Agreement Manager or designee in the form of a formal written amendment.

4. **Governing Law**
   This Agreement is governed by and will be interpreted in accordance with all applicable State and Federal laws.

5. **State and Federal Law**
   It is the responsibility of the Recipient to know and understand which State, Federal, and local laws, regulations, and ordinances are applicable to this Agreement and the Project, as described in Exhibit A. The Recipient shall be responsible for observing and complying with all applicable State and Federal laws and regulations. Failure to comply may constitute a material breach.

6. **Recipient Commitments**
   The Recipient accepts and agrees to comply with all terms, provisions, conditions and commitments of the Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by the Recipient in the application, documents, amendments, and communications in support of its request for funding.

7. **Performance and Assurances**
   The Recipient agrees to faithfully and expeditiously perform or cause to be performed all Project work as described in the Scope of Work, and to apply grant funds awarded in this Agreement only to allowable Project costs.

8. **Mutual Liability**
   Parties shall, to the extent allowed by law, each be individually liable for any and all claims, losses, causes of action, judgments, damages, and expenses to the extent directly caused by their officers, agents, or employees.

9. **Unenforceable Provision**
   In the event that any provision of this Agreement is unenforceable or held to be unenforceable, the parties agree that all other provisions of this Agreement shall remain operative and binding.

10. Contractors/Consultants

The Recipient, and the agents and employees of Recipient, in the performance of this Agreement, are not officers, employees, or agents of the CDFA. The Recipient's obligation to pay its Contractors/Consultants is an independent obligation from the CDFA's obligation to make payments to the Recipient. Recipient agrees to comply with all applicable State and local laws and regulations during the term of this Agreement. The Recipient is responsible to ensure that any/all contractors/consultants it engages to carry out activities under this Agreement shall have the proper licenses/certificates required in their respective disciplines. The Contractors/Consultants shall not affect the Recipient's overall responsibility for the management of the project, and the Recipient shall reserve sufficient rights and control to enable it to fulfill its responsibilities under this Agreement.

11. Non-Discrimination Clause

The Recipient agrees that during the performance of this Agreement, it will not discriminate, harass, or allow harassment or discrimination against any employee or applicant for employment based on race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. The Recipient agrees to require the same of all contractors and consultants retained to carry out the activities under this Agreement.

The Recipient agrees that during the performance of this Agreement, the evaluation and treatment of its employees and applicants for employment are free from discrimination and harassment. The Recipient will comply with the provision*s* of the Fair Employment and Housing Act (Government Code section 12990 *et seq*.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, section 7285 *et seq*.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. The Recipient will give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining unit or other Agreement. The Recipient must include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

The Recipient agrees to require the same of all contractors and consultants retained to carry out activities under this Agreement.

12. Excise Tax

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

13. Disputes

The Recipient must continue with the responsibilities under this Agreement during any dispute. In the event of a dispute, the Recipient must file a "Notice of Dispute" with the CDFA Agreement Manager, identified in Exhibit A, or designee within ten (10) calendar days of discovery of the problem. The Notice of Dispute must contain the Agreement number. Within ten (10) calendar days of receipt of the Notice of Dispute, the CDFA Agreement Manager or designee must meet with the Recipient for the purpose of resolving the dispute. In the event of a dispute, the language contained within this Agreement prevails.

14. Termination for Convenience

This Agreement may be terminated by either party upon written notice. Notice of termination must be delivered to the other party at least thirty (30) calendar days prior to the intended date of termination. Notice of termination does not nullify obligations already incurred prior to the date of termination. In the event of Termination for Convenience of this Agreement by CDFA, CDFA must pay all responsible costs and non-cancellable obligations incurred by the Recipient as of the date of termination.

15. Termination for Cause

Either party may terminate this Agreement for cause in the event of a material breach of this Agreement, provided that the non-breaching party provides written notice of the material breach and ten (10) calendar days to cure the breach. If the breach is not cured to the satisfaction of the non-breaching party within ten (10) calendar days of receipt of notice, this Agreement shall automatically terminate and the CDFA shall reimburse the Recipient for all documented costs incurred up to the date of the notice of termination, including all non-cancellable obligations.

16. Acceptable Failure to Perform

The Recipient shall not be liable for any failure to perform as required by this Agreement, to the extent such failure to perform is caused by any of the following: labor disturbances or disputes of any kind, accidents, the inability to obtain any required government approval to proceed, civil disorders, acts of aggression, acts of God, energy or other conservation measures, failure of utilities, mechanical breakdowns, materials shortages, disease, pandemics, or similar occurrences.

17. Breach

The parties may be in material breach under this Agreement if they fail to comply with any term of this Agreement, or a party determines that the other party is not implementing the Project in accordance with the provisions of this Agreement, or that a party has failed in any other respect to comply with the provisions of this Agreement. In the event of a material breach, the party identifying the breach shall provide a Notice of Material Breach to the breaching party within fifteen (15) calendar days upon discovery of breach. The breaching party shall have fifteen (15) calendar days from receipt of the notice to notify how it intends to cure the breach. Upon receipt of the proposed cure, the non-breaching party has fifteen (15) days to accept or reject the proposed cure. Upon the non-breaching party's approval of the cure, the breaching party has thirty (30) days to implement the cure. If the breaching party fails to cure the breach within thirty (30) days of the non-breaching party's approval of the cure, the non-breaching party may take the following respective actions:

A. CDFA may suspend payments;
B. CDFA may demand repayment of all funding;
C. Either party may terminate the Agreement
D. CDFA may debar Recipient; or
E. Either party may take any other action deemed necessary to recover costs.

The non-breaching party shall send a Notice of Failure to Cure Material Breach upon its decision to carry out any of these actions. These actions are effective upon issuance of the Notice of Failure to Cure Material Breach, unless the Recipient appeals a Notice of Failure to Cure Material Breach, in which case the effective date falls on the issuance of a final decision on the appeal.

Where CDFA notifies the Recipient of its decision to demand repayment pursuant to this paragraph, the funds that are subject to the demand shall be repaid immediately. CDFA may consider the Recipient's refusal to repay the requested disbursed amount a material breach.

A Notification of Failure to Cure Material Breach may be appealed to CDFA. The appeal must be post marked within ten (10) calendar days of the date the Recipient received the Notice of Failure to Cure and addressed to the CDFA Legal Office of Hearing and Appeals or emailed to CDFA.LegalOffice@cdfa.ca.gov.

California Department of Food and Agriculture
Legal Office of Hearing and Appeals
1220 N Street
Sacramento, CA 95814

All notices, communications, and appeals described in this paragraph must be received in writing to be considered timely.

If CDFA notifies the Recipient of its decision to withhold the entire funding amount from the Recipient pursuant to this paragraph, this Agreement shall terminate upon receipt of such notice by the Recipient and CDFA shall no longer be required to provide funds under this Agreement and the Agreement shall no longer be binding on either party.

18. Publicity and Acknowledgement

The Recipient agrees that it will acknowledge CDFA's support whenever projects funded, in whole or in part, by this Agreement are publicized in any news media, brochures, publications, audiovisuals, presentations or other types of promotional material and in accordance with the Grant Procedures Manual if incorporated by reference and attachment to the Agreement. The Recipients may not use the CDFA logo.

19. News Releases/Public Conferences

The Recipient agrees to notify the CDFA in writing at least two (2) business days before any news releases or public conferences are initiated by the Recipient or its Contractors/Consultants regarding the project described in the Attachments, Scope of Work and Budget and any project results.

20. Scope of Work and Budget Changes

Changes to the Scope of Work, Budget, or the Project term, must be requested in writing to CDFA Grant Administrative Contact no less than thirty (30) days prior to the requested implementation date. Any changes to the Scope of Work and Budget are subject to CDFA approval and, at its discretion, CDFA may choose to accept or deny any changes. If accepted and after negotiations are concluded, the agreed upon changes will be made and become part of this Agreement. CDFA will respond in writing within ten (10) business days as to whether the proposed changes are accepted.

21. Reporting Requirements

The Recipient agrees to comply with all reporting requirements specified in Scope of Work and/or Grant Procedures Manual if incorporated by reference to this Agreement as an attachment.

22. California State Auditor

This MOU is subject to examination and audit by the California State Auditor for a period of three (3) years after final payment under the Agreement.

23. Equipment

Purchase of equipment not included in the approved Budget requires prior approval. The Recipient must comply with state requirements regarding the use, maintenance, disposition, and reporting of equipment as contained in CCR, Title 3, Division 1, Chapter 5, sections 303, 311, 324.1 and 324.2.

24. Closeout

The Agreement will be closed out after the completion of the Project or project term, receipt and approval of the final invoice and final report, and resolution of any performance or compliance issues.

25. Confidential and Public Records

The Recipient and CDFA understand that each party may come into possession of information and/or data which may be deemed confidential or proprietary by the person or organization furnishing the information or data. Such information or data may be subject to disclosure under the California Public Records Act or the Public Contract Code. CDFA has the sole authority to determine whether the information is releasable. Each party agrees to maintain such information as confidential and notify the other party of any requests for release of the information.

26. Amendments

Changes to funding amount or Agreement term require an amendment and must be requested in writing to the CDFA Agreement Manager or designee no later than sixty (60) calendar days prior to the requested implementation date. Amendments are subject to CDFA approval, and, at its discretion, may choose to accept or deny these changes. No amendments are possible if the Agreement is expired.

27. Executive Order N-6-22 Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate agreements with, and to refrain from entering any new agreements with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Recipient is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Recipient advance written notice of such termination, allowing Recipient at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

EXHIBIT C
PAYMENT AND BUDGET PROVISIONS

1. Invoicing and Payment

A. For activities satisfactorily rendered and performed according to the attached Scope of Work and Budget, and upon receipt and approval of the invoices, CDFA agrees to reimburse the Recipient for actual allowable expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.

B. Invoices must include the Agreement Number, performance period, type of activities performed in accordance with this Agreement, and when applicable, a breakdown of the costs of parts and materials, labor charges, and any other relevant information required to ensure proper invoices are submitted for payment.

C. Unless stated in the Scope of Work quarterly invoices must be submitted to the CDFA Administrative Contact, within thirty (30) calendar days after the end of each quarter in which activities under this Agreement were performed.

D. Unless stated in the Scope of Work a final invoice will be submitted for payment no more than thirty (30) calendar days following the expiration date of this Agreement, or after project is complete, whichever comes first. The final invoice must be clearly marked “Final Invoice” thus indicating that all payment obligations of the CDFA under this Agreement have ceased and that no further payments are due or outstanding.

2. Allowable Expenses and Fiscal Documentation

A. The Recipient must maintain adequate documentation for expenditures of this Agreement to permit the determination of the allowability of expenditures reimbursed by CDFA under this Agreement. If CDFA cannot determine if expenditures are allowable under the terms of this Agreement because records are nonexistent or inadequate according to Generally Accepted Accounting Principles, CDFA may disallow the expenditures.

B. If mileage is a reimbursable expense, using a privately-owned vehicle will be at the standard mileage rate established by the United States (U.S.) Internal Revenue Service (IRS) and in effect at the time of travel. The standard mileage rate in effect at the time of travel can be found on IRS’s website regardless of funding source/type.

C. If domestic travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. The maximum rates allowable for travel within California are those established by the California Department of Human Resources (CalHR). The maximum rates allowable for domestic travel outside of California are those established by the United States General Services Administration (GSA).

D. If foreign travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. The maximum rates allowable are those established in a per diem supplement to Section 925, Department of State Standardized Regulations.

E. The Recipient will maintain and have available, upon request by CDFA, all financial records and documentation pertaining to this Agreement. These records and documentation will be kept for three (3) years after completion of the Agreement period or until final resolution of any performance/compliance review concerns or litigation claims.

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, California Government Code Title 1, Division 3.6, Part 3, Chapter 4.5, commencing with Section 927 - The California Prompt Payment Act.

4. Budget Contingency Clause

If funding for any fiscal year is reduced or deleted for purposes of this program, the CDFA has the option to either cancel this Agreement with no liability occurring to the CDFA or offer to amend the Agreement to reflect the reduced amount.

SCOPE OF WORK
Fiscal Year 2023/2024

County Responsibilities

The County agrees to provide enforcement through market and production site inspections and investigations in collaboration with the California Department of Food and Agriculture (CDFA), Certified Farmers' Market (CFM) Program. The activities reimbursable under this Cooperative Agreement (Agreement) are in addition to the required inspection activities that are required by statute (Food and Agricultural Code (FAC) Section 47020(b) and FAC Section 47020(c)(3)).

The activities conducted under this Agreement should be consistent with inspection and certification procedures in FAC, Division 17, Chapter 10.5 and the California Code of Regulations (CCR), Title 3, Division 3, Chapter 1, Subchapter 4, Article 6.5. Activities to be invoiced under this Agreement will commence no earlier than July 1, 2023.

The County shall provide necessary inspection supplies and equipment, aside from forms provided by CDFA.

Activities billable under this Agreement include:

- Market inspections
    - Inspections performed beyond those required by statute
    - Follow-up inspections
- Production site inspections
    - Inspections performed beyond those required by statute
    - Follow-up inspections
- Inspection and investigative reports
- Notice of Proposed Actions
- Contracts for hearing officers
- Costs related to case closure
- Mileage and travel time

Billable activities under this Agreement shall be reimbursed on an hourly basis, for actual time worked (not a percentage of staff salary). Hearing officers will be reimbursed in the manner the County was charged.

Notify CDFA's CFM Program if a Public Records Request is received that pertains to work completed under this Agreement, prior to the release of any information.

Case ID Number Requirements

The County must request a Case ID number from CDFA for each case. This Case ID number will be used for all inspection/investigatory activities, through case closure.

Market inspections, in addition to the minimum required by statute, do not require a Case ID number. The County will then list the market name on the monthly invoice, in lieu of the Case ID number.

If a county in which the market is located is requesting the production county to conduct a site inspection, email the request directly to the production county and copy Jennifer Leidolf and the respective CDFA district supervisor, and include the following information:

- Market name and date that the certified producer was selling
- Full copy of Certified Producer's Certificate (CPC)
- Pictures and name and variety (if known) of the commodity in question
- Details as to if the producer was selling on behalf of another producer

Inspections required by statute are not reimbursable under this Agreement.

County Activities

- Perform market and production site inspections and investigations (in addition to the required inspection activities that are required by statute)
- Coordinate with CDFA and the production county (if applicable), when production site inspections or investigations are necessary; written confirmation must be obtained by the County
- Draft inspection and investigative reports
- Draft Notices of Proposed Actions
- Conduct Administrative Hearings
- Provide inspection and investigation findings to CDFA and applicable counties upon request
- Record billable activities for invoicing

County Tasks

- Market inspection requirements include, but are not limited to:
    - Reviewing the Certified Farmers' Market Certificate to ensure it is valid
    - Reviewing each CPC to ensure it is valid and all commodities being offered for sale are listed on the certificate
    - Performing a visual inventory of all commodities on display and in the producer's vehicle
    - Inspecting scales being used by certified producers to ensure they are approved and sealed
    - If producer is not in compliance, or is suspected of a noncompliance, photograph all pages of the CPC, the booth, commodities offered for sale, and commodities in the producer's vehicle (if applicable), using appropriate methods for scale (i.e., a wooden ruler)
    - Issue Notices of Noncompliance when violations occur
    - Document the number of vendors selling under the authority and management of the market operator
        - certified agricultural producers
        - producers of noncertifiable agricultural products
        - all other vendors participating in the ancillary section of the market
    - Request product lists from the market operator (as needed)
    - Submit findings to CDFA in an email or Inspection Report as requested

- Production site inspection requirements include, but are not limited to:
    - Production verification inspections shall be scheduled within 48 hours of the market inspection.
        - Exemptions may be granted for extenuating circumstances, and must be approved by CDFA
    - Inspecting and photographing all commodities at the growing grounds and at storage locations, using appropriate methods for scale (i.e., a wooden ruler)
    - Document findings of the production site inspection (photographs, statements, observations, etc.) and provide to CDFA and applicable counties upon request

Invoicing

The County shall invoice CDFA for work performed under this Agreement within 60 days after the end of each month in which activities were conducted. *The County must use CDFA's invoice template provided.* The County shall submit an invoice statement for each month, even if no activities were conducted for the billing period.

The corresponding CDFA issued Case ID number must be included on all invoices for each case, with the exception of additional market inspections, which must include the market name in lieu of the Case ID number.

The County shall itemize costs for:

- Personnel costs
    - Name of the staff member performing the specified functions
    - Title (e.g., Agricultural Biologist I, Deputy Commissioner, etc.)
    - Billable hours
    - Salary (reported as an hourly rate)
    - Actual benefit rate
- Overhead costs (not to exceed 25% of personal services)
- Costs for hearing officers
- Travel costs (reimbursement rate for mileage must be in accordance with the short-term travel vehicle mileage reimbursement rate established by the California Department of Human Resources, unless county rate is less).

CDFA Responsibilities

CDFA may perform evaluations of county inspections, which include, but are not limited to on-site observations; assessment of inspection procedures, and; reviewing of Notices of Noncompliance, Notice of Proposed Actions, and other reports for accuracy and consistency.

CDFA will assist in the coordination of Market and Production Site inspections and assign a Case ID for substantiated cases.

2023/2024 Certified Farmers' Market Fiscal Display

County Mariposa

Cooperative Agreement #

Estimated Costs for Additional Enforcement and Investigation (Includes staff costs for market inspections, productions site inspections, report writing, administrative staff costs, contracting for hearing officers, etc.)	**Total**
	$440.00
COOPERATIVE AGREEMENT TOTAL:	**$440.00**

Operational needs may require changes to line item expenditures within the agreement budget. If changes are needed, the total agreement amount may not be exceeded. Actual invoices must reflect these changes. If additional funding is required, a budget amendment must be submitted for approval.

Investigation costs include: inspection and investigatory work, including follow-up inspections; administrative staff costs, including any functions and actions related to enforcement; mileage; travel time; contracting for hearing officers, and; any costs related to case closure. Inspections, investigations, and administrative staff costs related to enforcement such as the preparation of investigation reports and notices of proposed action (NOPAs) will be reimbursed on an hourly basis utilizing methods to ensure full cost recovery for County overhead. All reimbursement requests shall be related to a case.

(Rev. 3/2021)

COUNTY DEPARTMENT OF AGRICULTURE
FY 2023-24 Certified Farmers' Market Cooperative Agreement
MONTHLY INVOICE

A	General Information	
Date:		
Agreement Number:		
Billing Month:		
County:		
County Invoice No (Optional):		

B Inspection & Investigation Costs

	Name	Title	*Required Field (1 Case ID# or Market Name per line)* Case ID#	*Please Use Drop Down Menu Refer to "Activity Description" sheet for details* Activity	Billable Hours	Hourly Rate w/o Benefits	Benefit Rate	Overhead (Not to exceed 25% of Personal Services)	Mileage	Mileage Rate	Total
1										$ 0.655	$ -
2										$ 0.655	$ -
3										$ 0.655	$ -
4										$ 0.655	$ -
5										$ 0.655	$ -
6										$ 0.655	$ -
7										$ 0.655	$ -
8										$ 0.655	$ -
9										$ 0.655	$ -
10										$ 0.655	$ -
11										$ 0.655	$ -
12										$ 0.655	$ -
13										$ 0.655	$ -
14										$ 0.655	$ -
15										$ 0.655	$ -
16										$ 0.655	$ -
17										$ 0.655	$ -
18										$ 0.655	$ -
19										$ 0.655	$ -
20										$ 0.655	$ -
									TOTAL INSPECTION & INVESTIGATION COSTS		$ -

C Miscellaneous Costs (e.g. equipment, contracting for hearing officers, etc.)

		Unit Cost	Quantity	Total
1				$ -
2				$ -
3				$ -
4				$ -
5				$ -
	TOTAL MISCELLANEOUS COSTS			$ -

TOTAL MONTHLY INVOICE	$ -

D	Please remit to:
	Payee Name
	Street Address
	City, State, Zip Code

For State Use Only	
Date Approved:	
Approved By:	
Account Code:	
Agreement No.:	
Program Code:	9999000404 CFM

Submitter's Signature	Date

E Cost Tracking (Optional)

Case ID#	Previous Costs Accum.	Current Invoice Costs	Total Costs	Case Status	Notes
			$0.00		
			$0.00		
			$0.00		
			$0.00		
			$0.00		
			$0.00		
			$0.00		

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-431

MEETING: August 8, 2023

TO: The Board of Supervisors

FROM: Monica Nielsen, Agricultural Commissioner

RE: Approve Organic Program Cooperative Agreement No. 23-0094-000-SA for Fiscal Year 2022/2023 with the California Department of Food and Agriculture (CDFA); and Authorize the Board of Supervisors Chair to Sign the Agreement

---

RECOMMENDATION AND JUSTIFICATION

Approve Organic Program Cooperative Agreement No. 23-0094-000-SA for Fiscal Year 2022/2023 with the California Department of Food and Agriculture (CDFA); and Authorize the Board of Supervisors Chair to Sign the Agreement.

This is an annual cooperative agreement for work performed in Mariposa County in the enforcement of the California Organic Foods Act. Funds will be received for any new or amended registrations of organic producers or handlers. In addition, funds will be received for spot inspections of organic producers, handlers, processors, restaurants, and retail stores as well as Farmer's Markets. Funds will also be available for investigations of any complaints or residue sampling for violations of the California Organic Foods Act.

BACKGROUND AND HISTORY OF BOARD ACTIONS

2022/2023 Organic Program agreement was approved by Resolution No. 2022-399

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Not approving this agreement subvention funds will not be received for organic registration of producers or handlers in the county, spot inspections, residue sampling, or for any complaint investigations performed.

FINANCIAL IMPACT

The subvention amount of $1725 for this agreement was included in the FY 2023/2024 budget revenues.

ATTACHMENTS

1. Organic 23-0094-000-SA

VOTE RESULT

RESULT: **Adopted (UNANIMOUS)**
MOVER: District IV Supervisor Wayne Forsythe
SECONDER: District III Supervisor Danette Toso

AYES:	District II Supervisor Poe, District I Supervisor Smallcombe, District IV Supervisor Forsythe, District V Supervisor Menetrey, District III Supervisor Toso
ABSTAIN:	None

State of California, Department of Food and Agriculture
AGREEMENT
GAU-03 (Rev.7/2023)

COOPERATIVE AGREEMENT SIGNATURE PAGE

AGREEMENT NUMBER
23-0094-000-SA

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

STATE AGENCY'S NAME
CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

RECIPIENT'S NAME
COUNTY OF MARIPOSA

2. The Agreement Term is: July 1, 2023 through June 30, 2024

3. The maximum amount of this Agreement is: $1,725.00

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

Exhibit A: Recipient and Project Information	2 Page(s)
Exhibit B: General Terms and Conditions	5 Page(s)
Exhibit C: Payment and Budget Provisions	2 Page(s)

Attachments: Scope of Work and Budget

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

RECIPIENT

RECIPIENT'S NAME *(Organization's Legal Name)*
COUNTY OF MARIPOSA

BY *(Authorized Signature)*	DATE SIGNED
✍	

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS
P.O. Box 905, Mariposa, CA 95338

STATE OF CALIFORNIA

AGENCY NAME
CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

BY *(Authorized Signature)*	DATE SIGNED
✍	

PRINTED NAME AND TITLE OF PERSON SIGNING
LAURA RODRIGUEZ, STAFF SERVICES MANAGER I, OFFICE OF GRANTS ADMINISTRATION

ADDRESS
1220 N STREET, ROOM 120
SACRAMENTO, CA 95814

BM

EXHIBIT A

RECIPIENT AND PROJECT INFORMATION

1. CDFA hereby awards an Agreement to the Recipient for the project described herein:
The County will perform inspections according to the California Organic Food and Farming Act.

Project Title: Organic Inspections

2.The Managers for this Agreement are:

FOR CDFA:		**FOR RECIPIENT:**	
Name:	Kiley Potter	Name:	Monica Nielsen
Division/Branch:	Inspection Services/ Inspection and Compliance	Organization:	COUNTY OF MARIPOSA
Address:	1220 N Street	Address:	P.O. Box 905
City/State/Zip:	Sacramento, CA 95814	City/State/Zip:	Mariposa, CA 95338
Phone:	916-597-7328	Phone:	209-966-2075
Email Address:	kiley.potter@cdfa.ca.gov	Email Address:	agcomm@mariposacounty.org

3. The Grant Administrative Contacts for this Agreement are:

FOR CDFA:		**FOR RECIPIENT:**	
Name:	Kiley Potter	Name:	Monica Nielsen
Division/Branch:	Inspection Services/ Inspection and Compliance	Organization:	County of Mariposa
Address:	1220 N Street	Address:	PO Box 905
City/State/Zip:	Sacramento, CA 95814	City/State/Zip:	Mariposa, CA 95338
Phone:	916-597-7328	Phone:	209-966-2075
Email Address:	kiley.potter@cdfa.ca.gov	Email Address:	mnielsen@mariposacounty.org

FISCAL CONTACT FOR RECIPIENT (if different from above):
Name:
Organization:
Address:
City/State/Zip:
Phone:
Email Address:

4. **RECIPIENT: Please check appropriate box below:**
   Research and Development (R&D) means all research activities, both basic and applied, and all development activities that are performed by non-Federal entities. The term research also includes activities involving the training of individuals in research techniques where such activities utilize the same facilities as other R&D activities and where such activities are not included in the instruction function.

   This award ☐ does ☒ does not support R&D.

5. For a detailed description of activities to be performed and duties, see Scope of Work and Budget.

EXHIBIT B

GENERAL TERMS AND CONDITIONS

1. **Approval**
   This Agreement is of no force or effect until signed by both parties. The Recipient may not invoice for activities performed prior to the commencement date or completed after the termination date of this Agreement.

2. **Agreement Execution**
   Unless otherwise prohibited by state law, regulation, or Department or Recipient policy, the parties agree that an electronic copy of a signed Agreement, or an electronically signed Agreement, has the same force and legal effect as an Agreement executed with an original ink signature. The term "electronic copy of a signed Agreement" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed Agreement in a portable document format. The term "electronically signed Agreement" means an Agreement that is executed by applying an electronic signature using technology approved by all parties.

3. **Assignment**
   This Agreement is not assignable by the Recipient, either in whole or in part, without the prior consent of the CDFA Agreement Manager or designee in the form of a formal written amendment.

4. **Governing Law**
   This Agreement is governed by and will be interpreted in accordance with all applicable State and Federal laws.

5. **State and Federal Law**
   It is the responsibility of the Recipient to know and understand which State, Federal, and local laws, regulations, and ordinances are applicable to this Agreement and the Project, as described in Exhibit A. The Recipient shall be responsible for observing and complying with all applicable State and Federal laws and regulations. Failure to comply may constitute a material breach.

6. **Recipient Commitments**
   The Recipient accepts and agrees to comply with all terms, provisions, conditions and commitments of the Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by the Recipient in the application, documents, amendments, and communications in support of its request for funding.

7. **Performance and Assurances**
   The Recipient agrees to faithfully and expeditiously perform or cause to be performed all Project work as described in the Scope of Work, and to apply grant funds awarded in this Agreement only to allowable Project costs.

8. **Mutual Liability**
   Parties shall, to the extent allowed by law, each be individually liable for any and all claims, losses, causes of action, judgments, damages, and expenses to the extent directly caused by their officers, agents, or employees.

9. **Unenforceable Provision**
   In the event that any provision of this Agreement is unenforceable or held to be unenforceable, the parties agree that all other provisions of this Agreement shall remain operative and binding.

10. Contractors/Consultants

The Recipient, and the agents and employees of Recipient, in the performance of this Agreement, are not officers, employees, or agents of the CDFA. The Recipient's obligation to pay its Contractors/Consultants is an independent obligation from the CDFA's obligation to make payments to the Recipient. Recipient agrees to comply with all applicable State and local laws and regulations during the term of this Agreement. The Recipient is responsible to ensure that any/all contractors/consultants it engages to carry out activities under this Agreement shall have the proper licenses/certificates required in their respective disciplines. The Contractors/Consultants shall not affect the Recipient's overall responsibility for the management of the project, and the Recipient shall reserve sufficient rights and control to enable it to fulfill its responsibilities under this Agreement.

11. Non-Discrimination Clause

The Recipient agrees that during the performance of this Agreement, it will not discriminate, harass, or allow harassment or discrimination against any employee or applicant for employment based on race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. The Recipient agrees to require the same of all contractors and consultants retained to carry out the activities under this Agreement.

The Recipient agrees that during the performance of this Agreement, the evaluation and treatment of its employees and applicants for employment are free from discrimination and harassment. The Recipient will comply with the provision*s* of the Fair Employment and Housing Act (Government Code section 12990 *et seq*.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, section 7285 *et seq*.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. The Recipient will give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining unit or other Agreement. The Recipient must include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

The Recipient agrees to require the same of all contractors and consultants retained to carry out activities under this Agreement.

12. Excise Tax

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

13. Disputes

The Recipient must continue with the responsibilities under this Agreement during any dispute. In the event of a dispute, the Recipient must file a "Notice of Dispute" with the CDFA Agreement Manager, identified in Exhibit A, or designee within ten (10) calendar days of discovery of the problem. The Notice of Dispute must contain the Agreement number. Within ten (10) calendar days of receipt of the Notice of Dispute, the CDFA Agreement Manager or designee must meet with the Recipient for the purpose of resolving the dispute. In the event of a dispute, the language contained within this Agreement prevails.

14. Termination for Convenience

This Agreement may be terminated by either party upon written notice. Notice of termination must be delivered to the other party at least thirty (30) calendar days prior to the intended date of termination. Notice of termination does not nullify obligations already incurred prior to the date of termination. In the event of Termination for Convenience of this Agreement by CDFA, CDFA must pay all responsible costs and non-cancellable obligations incurred by the Recipient as of the date of termination.

15. Termination for Cause

Either party may terminate this Agreement for cause in the event of a material breach of this Agreement, provided that the non-breaching party provides written notice of the material breach and ten (10) calendar days to cure the breach. If the breach is not cured to the satisfaction of the non-breaching party within ten (10) calendar days of receipt of notice, this Agreement shall automatically terminate and the CDFA shall reimburse the Recipient for all documented costs incurred up to the date of the notice of termination, including all non-cancellable obligations.

16. Acceptable Failure to Perform

The Recipient shall not be liable for any failure to perform as required by this Agreement, to the extent such failure to perform is caused by any of the following: labor disturbances or disputes of any kind, accidents, the inability to obtain any required government approval to proceed, civil disorders, acts of aggression, acts of God, energy or other conservation measures, failure of utilities, mechanical breakdowns, materials shortages, disease, pandemics, or similar occurrences.

17. Breach

The parties may be in material breach under this Agreement if they fail to comply with any term of this Agreement, or a party determines that the other party is not implementing the Project in accordance with the provisions of this Agreement, or that a party has failed in any other respect to comply with the provisions of this Agreement. In the event of a material breach, the party identifying the breach shall provide a Notice of Material Breach to the breaching party within fifteen (15) calendar days upon discovery of breach. The breaching party shall have fifteen (15) calendar days from receipt of the notice to notify how it intends to cure the breach. Upon receipt of the proposed cure, the non-breaching party has fifteen (15) days to accept or reject the proposed cure. Upon the non-breaching party's approval of the cure, the breaching party has thirty (30) days to implement the cure. If the breaching party fails to cure the breach within thirty (30) days of the non-breaching party's approval of the cure, the non-breaching party may take the following respective actions:

A. CDFA may suspend payments;
B. CDFA may demand repayment of all funding;
C. Either party may terminate the Agreement
D. CDFA may debar Recipient; or
E. Either party may take any other action deemed necessary to recover costs.

The non-breaching party shall send a Notice of Failure to Cure Material Breach upon its decision to carry out any of these actions. These actions are effective upon issuance of the Notice of Failure to Cure Material Breach, unless the Recipient appeals a Notice of Failure to Cure Material Breach, in which case the effective date falls on the issuance of a final decision on the appeal.

Where CDFA notifies the Recipient of its decision to demand repayment pursuant to this paragraph, the funds that are subject to the demand shall be repaid immediately. CDFA may consider the Recipient's refusal to repay the requested disbursed amount a material breach.

A Notification of Failure to Cure Material Breach may be appealed to CDFA. The appeal must be post marked within ten (10) calendar days of the date the Recipient received the Notice of Failure to Cure and addressed to the CDFA Legal Office of Hearing and Appeals or emailed to CDFA.LegalOffice@cdfa.ca.gov.

California Department of Food and Agriculture
Legal Office of Hearing and Appeals
1220 N Street
Sacramento, CA 95814

All notices, communications, and appeals described in this paragraph must be received in writing to be considered timely.

If CDFA notifies the Recipient of its decision to withhold the entire funding amount from the Recipient pursuant to this paragraph, this Agreement shall terminate upon receipt of such notice by the Recipient and CDFA shall no longer be required to provide funds under this Agreement and the Agreement shall no longer be binding on either party.

18. Publicity and Acknowledgement

The Recipient agrees that it will acknowledge CDFA's support whenever projects funded, in whole or in part, by this Agreement are publicized in any news media, brochures, publications, audiovisuals, presentations or other types of promotional material and in accordance with the Grant Procedures Manual if incorporated by reference and attachment to the Agreement. The Recipients may not use the CDFA logo.

19. News Releases/Public Conferences

The Recipient agrees to notify the CDFA in writing at least two (2) business days before any news releases or public conferences are initiated by the Recipient or its Contractors/Consultants regarding the project described in the Attachments, Scope of Work and Budget and any project results.

20. Scope of Work and Budget Changes

Changes to the Scope of Work, Budget, or the Project term, must be requested in writing to CDFA Grant Administrative Contact no less than thirty (30) days prior to the requested implementation date. Any changes to the Scope of Work and Budget are subject to CDFA approval and, at its discretion, CDFA may choose to accept or deny any changes. If accepted and after negotiations are concluded, the agreed upon changes will be made and become part of this Agreement. CDFA will respond in writing within ten (10) business days as to whether the proposed changes are accepted.

21. Reporting Requirements

The Recipient agrees to comply with all reporting requirements specified in Scope of Work and/or Grant Procedures Manual if incorporated by reference to this Agreement as an attachment.

22. Equipment

Purchase of equipment not included in the approved Budget requires prior approval. The Recipient must comply with state requirements regarding the use, maintenance, disposition, and reporting of equipment as contained in CCR, Title 3, Division 1, Chapter 5, sections 303, 311, 324.1 and 324.2.

23. Closeout

The Agreement will be closed out after the completion of the Project or project term, receipt and approval of the final invoice and final report, and resolution of any performance or compliance issues.

24. Confidential and Public Records

The Recipient and CDFA understand that each party may come into possession of information and/or data which may be deemed confidential or proprietary by the person or organization furnishing the information or data. Such information or data may be subject to disclosure under the California Public Records Act or the Public Contract Code. CDFA has the sole authority to determine whether the information is releasable. Each party agrees to maintain such information as confidential and notify the other party of any requests for release of the information.

25. Amendments

Changes to funding amount or Agreement term require an amendment and must be requested in writing to the CDFA Agreement Manager or designee no later than sixty (60) calendar days prior to the requested implementation date. Amendments are subject to CDFA approval, and, at its discretion, may choose to accept or deny these changes. No amendments are possible if the Agreement is expired.

26. Executive Order N-6-22 Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate agreements with, and to refrain from entering any new agreements with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Recipient is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Recipient advance written notice of such termination, allowing Recipient at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

EXHIBIT C
PAYMENT AND BUDGET PROVISIONS

1. Invoicing and Payment

A. For activities satisfactorily rendered and performed according to the attached Scope of Work and Budget, and upon receipt and approval of the invoices, CDFA agrees to reimburse the Recipient for actual allowable expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.

B. Invoices must include the Agreement Number, performance period, type of activities performed in accordance with this Agreement, and when applicable, a breakdown of the costs of parts and materials, labor charges, and any other relevant information required to ensure proper invoices are submitted for payment.

C. Unless stated in the Scope of Work quarterly invoices must be submitted to the CDFA Administrative Contact, within thirty (30) calendar days after the end of each quarter in which activities under this Agreement were performed.

D. Unless stated in the Scope of Work a final invoice will be submitted for payment no more than thirty (30) calendar days following the expiration date of this Agreement, or after project is complete, whichever comes first. The final invoice must be clearly marked “Final Invoice” thus indicating that all payment obligations of the CDFA under this Agreement have ceased and that no further payments are due or outstanding.

2. Allowable Expenses and Fiscal Documentation

A. The Recipient must maintain adequate documentation for expenditures of this Agreement to permit the determination of the allowability of expenditures reimbursed by CDFA under this Agreement. If CDFA cannot determine if expenditures are allowable under the terms of this Agreement because records are nonexistent or inadequate according to Generally Accepted Accounting Principles, CDFA may disallow the expenditures.

B. If mileage is a reimbursable expense, using a privately-owned vehicle will be at the standard mileage rate established by the United States (U.S.) Internal Revenue Service (IRS) and in effect at the time of travel. The standard mileage rate in effect at the time of travel can be found on IRS’s website regardless of funding source/type.

C. If domestic travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. The maximum rates allowable for travel within California are those established by the California Department of Human Resources (CalHR). The maximum rates allowable for domestic travel outside of California are those established by the United States General Services Administration (GSA).

D. If foreign travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. The maximum rates allowable are those established in a per diem supplement to Section 925, Department of State Standardized Regulations.

E. The Recipient will maintain and have available, upon request by CDFA, all financial records and documentation pertaining to this Agreement. These records and documentation will be kept for three (3) years after completion of the Agreement period or until final resolution of any performance/compliance review concerns or litigation claims.

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, California Government Code Title 1, Division 3.6, Part 3, Chapter 4.5, commencing with Section 927 - The California Prompt Payment Act.

4. Budget Contingency Clause

If funding for any fiscal year is reduced or deleted for purposes of this program, the CDFA has the option to either cancel this Agreement with no liability occurring to the CDFA or offer to amend the Agreement to reflect the reduced amount.

State Organic Program (SOP)
2023/2024 Scope of Work

REGISTRATION FEES

All organic registration applications (new, amended, and renewal) are approved by California Department of Food and Agriculture (CDFA) State Organic Program (SOP) staff. The county receives $60.00 for each operation it assists with submitting an organic registration application to CDFA for approval.

SPOT INSPECTION PROGRAM

The county is paid $225.00 for each spot inspection completed for producers, restaurants, handlers, processors, retail stores, and other applicable organic operations. Additionally, the county will conduct spot inspections for registration purposes, as requested by CDFA SOP staff. Farmers' Market inspections are paid at the rate of $75.00 for the initial visit and first organic participant inspected. An additional $10.00 is paid for each additional organic participant inspected at that market. Farmers' Market inspections include certified and non-certified Farmers' Markets and "swap meets."

SUPPLEMENTAL SPOT INSPECTION PROGRAM

When the need arises, supplemental inspections will be approved by CDFA SOP staff at the above spot inspection rates.

SURVEILLANCE RESIDUE (RANDOM/SPOT) SAMPLING PROGRAM

Surveillance Residue samples are randomly collected residue samples that are **NOT** part of an investigation. The county should collect these residue samples as part of its regular organic monitoring activities, to help ensure products do not contain unallowable substances. The county is paid a flat rate of $130.00 for each Surveillance Residue sample collected. **Counties must notify CDFA prior to submitting samples for residue testing**.

Additional Surveillance Residue samples beyond the total agreement number listed in the county's Fiscal Display, may be collected upon approval from CDFA SOP staff. The county must contact CDFA and receive authorization prior to collecting any additional samples. The county will not be reimbursed for any unauthorized samples collected. **Exception:** If collecting a residue sample is critical, and CDFA SOP staff are not available for approval (weekends/holidays and outside normal business hours), the county may collect the sample without prior approval. However, the county is still required to notify CDFA SOP staff via voicemail or email. CDFA SOP staff may also request the county to collect additional samples. Any additional Surveillance Residue sample collections are paid at the $130.00 flat rate.

Please refer to the Fiscal Display for additional inspection, sampling, and reimbursement details.

COMPLAINT INVESTIGATIONS

County staff are expected to conduct investigations, which includes preparing investigation documents such as final reports and summaries, as assigned by CDFA. The county will be reimbursed for each approved complaint investigation and residue sample(s), collected as part of an investigation. Complaint investigation expenses and expenses incurred for collecting residue samples as part of an investigation will be reimbursed at actual cost. Time spent preparing investigation documents may also be included as part of the investigation costs. Time and expenses must be itemized.

ADVERSE ACTION NOTICES

County staff **must** submit proposed adverse action notices to CDFA SOP personnel for review and approval prior to issuing the notices.

Administrative civil penalties imposed by the county for violations of the California Organic Food and Farming Act shall conform to Administrative Civil Penalty Guidelines set forth in the California Code of Regulations and remain in the county imposing the penalty.

TRAINING

County staff are expected to review the CDFA SOP website and attend training conducted or required by CDFA SOP staff.

County staff are also required to complete the following National Organic Program (NOP) online training:

Required Training

1. NOP Organic Training Website: Use the links and instructions under the **Training for Organic Certifiers and Inspectors** section to register on the Organic Integrity Learning Center and complete the following courses:
    - NOP-030: Fundamentals of an Inspection
    - NOP-090: Organic Dairy Compliance (Only required for counties with organic dairy operations)
    - NOP-190: Sampling and Testing

2. Sound and Sensible Website: ***Exploring the Organic Option*** Training Videos
    - The Road to Organic Certification
    - What's the Organic Value Proposition? Video Series (seven videos)

Optional/Recommended Training and Resources

1. NOP Organic Training Website: Use the links and instructions under the **Training for Organic Certifiers and Inspectors** section to register on the Organic Integrity Learning Center and complete the following course:
    - NOP-070: Advanced Inspections: Investigations
    - NOP-330: Origin of Livestock (Counties with organic dairy operations)

2. What is an Organic Systems Plan?

3. Tip Sheets on Organic Standards

The county may use up to 50 percent of its **Estimated Investigation Costs**, as listed in the county's **Fiscal Display**, for approved or required organic program training. This may include organic program training that county staff provide to applicable agencies/groups. Training expenses without prior authorization by CDFA SOP staff will not be reimbursed.

County complaint investigation, inspection, sampling, and training **expenses must be itemized** on each invoice. The invoice must include applicable hours, rates, miles, and associated expenses; to receive payment or reimbursement for these expenses. Additionally, any expenses for residue samples collected as part of an investigation must include the name of the operation where the sample was collected and the number of samples.

DISBURSEMENT OF FUNDS

Pursuant to Chapter 10 of Division 17 (commencing with Section 46000) of the California Food and Agricultural Code, CDFA will disburse funds to the county for costs incurred in the enforcement of the California Organic Food and Farming Act.

The county will receive payments as appropriate for the following functions:

- Helping operations complete new, amended, and renewal registration applications
- Spot inspections
- Soil and tissue residue sampling
- Complaint investigations
- Approved training and education activities

Disbursements will be made in two block payments: 1) For work completed from July 1 to December 31, 2023; and 2) for work completed from January 1 to June 30, 2024. Counties should submit final invoices for each block of work to CDFA in a timely manner.

The county should monitor its expenditures and contact CDFA immediately if it is at risk of exceeding the total Cooperative Agreement amount.

NOTE: CDFA cannot pay/reimburse the county for organic function activities without a signed (executed) Cooperative Agreement. The county should sign and return the Cooperative Agreement, to ensure payments for Organic Program function activities.

SOP procedures are outlined in the program's Quality Systems Manual (QSM). For additional questions, please contact the CDFA SOP.

Mariposa Fiscal Display FY 2023/2024

At the discretion of the county, these inspections can be any combination of producer, handler, retailer, farmer's market, or restaurant. **Uncertified operations shall be inspected prior to any certified operations**.

Spot (Random) Inspection Assignments

Amount		Rate	Total
3	@	$225.00	$675.00

Farmers Market

Amount		1st Organic Participant		Estimated Additional Organic Participants			Total
1	@	$75.00	+	3	@	$10.00	$105.00

Estimated Assisted Registrations

Amount		Rate	Total
1	@	$60.00	$60.00

Surveillance Residue (Random) Sampling Costs
(Not part of an investigation)

Amount		Rate	Total
4	@	$130.00	$520.00

Estimated Investigation Costs
(Includes costs for residue samples taken as part of an investigation)

Total
$365.00

Total for 2023/2024 **$1,725.00**

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-432

MEETING: August 8, 2023

TO: The Board of Supervisors

FROM: Steve Dahlem, County Counsel

RE: Rescind Resolution 2023-260; Adopt a Revised Resolution Designating the Mariposa County Arts Council as the County's Authorized Partner in the California Arts Council's State-Local Partnership Program; and Authorize the Mariposa County Arts Council to Submit Grant Proposals to the State and Local Partnership Program and Execute Grant Contracts, If Awarded

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RECOMMENDATION AND JUSTIFICATION

Rescind Resolution 2023-260; Adopt a revised Resolution designating the Mariposa County Arts Council as the County's authorized partner in the California Arts Council's State-Local Partnership Program; and authorize the Mariposa County Arts Council to submit grant proposals to the State and Local Partnership program; and execute grant contracts, if awarded.

The revised Resolution makes clear that the Arts Council will bring the contracts to the Board of Supervisors for approval when the grant is on behalf of the County of Mariposa as grantee. (See Background and History of Board Actions, below)

Mariposa County has a forty-year affiliation with the California Arts Council, through the Mariposa County Arts Council, as a participant in the State and Local Partnership Program.

As State funding for the arts has increased, the California Arts Council leans heavily on their designated State and Local Partners (local arts councils) to increase their administrative capacity, ensuring state funding priorities and support reach every county in California, and provide feedback to the state regarding the priorities and needs of each county.

The recommended action will not have a fiscal impact on the County, but simply creates a partnership between the California Arts Council and our County through the Mariposa County Arts Council. This partnership includes competitive state funding opportunities connected to state administrative responsibilities for the Mariposa County Arts Council.

BACKGROUND AND HISTORY OF BOARD ACTIONS

On May 16, 2023, the Board adopted Resolution 2023-260. As the result of discussion at the dias, the Board added the following language to the resolution: "Be it further resolved, if the Mariposa County Arts Council is awarded grant contracts the contracts will be brought to the Board of Supervisors for approval." The statement in the resolution is accurate but overinclusive. The Mariposa Arts Council as an independent non-profit organization secures contracts and grant awards from many organizations, institutions, and funders on its own behalf and on behalf of others. Not all the Art Council's grant

awards are related to the County.

The Board annually adopts a resolution designating the Mariposa County Arts Council as the authorized partner in the California Arts Council's State-Local Partnership Program.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not adopt the resolution. The existing resolution will give the mistaken impression that all grant funding obtained by the Arts Council from whatever source and for any program will be approved by the Board.

FINANCIAL IMPACT

none

ATTACHMENTS

1. Revised Arts Council Resolution

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District IV Supervisor Wayne Forsythe
SECONDER:	District III Supervisor Danette Toso
AYES:	District II Supervisor Poe, District I Supervisor Smallcombe, District IV Supervisor Forsythe, District V Supervisor Menetrey, District III Supervisor Toso
ABSTAIN:	None

MARIPOSA COUNTY RESOLUTION NO. 23-

WHEREAS the California Arts Council and the California State Legislature have established a State and Local Partnership Program designed to provide impactful, local cultural planning and decision making to represent and serve underserved constituents; and

WHEREAS the Mariposa County Arts Council has continued to strive to meet the artistic and cultural needs of Mariposa County residents and has done so with great success; and

WHEREAS continuing the County's affiliation with the California Arts Council will benefit both the Mariposa County Arts Council and all facets of the County's creative community in terms of financial support and representation at the state level.

NOW, THEREFORE BE IT RESOLVED, that the Mariposa County Board of Supervisors, a political subdivision of the State of California, does hereby designate the Mariposa County Arts Council as Mariposa County's authorized Partner to the California Arts Council State and Local Partnership Program; and

BE IT FURTHER RESOLVED, that the Mariposa County Board of Supervisors authorizes the Mariposa County Arts Council to submit grant proposals and to execute the grant contracts, if awarded.

BE IT FURTHER RESOLVED, if the Mariposa Arts Council is awarded grant contracts on behalf of the County of Mariposa as grantee, the contracts will be brought to the Board of Supervisors for approval

PASSED AND ADOPTED this day of August, 2023, by the following vote:

AYES:
NOES:
ABSTAINED:
EXCUSED:

_____
Miles Menetrey, Chair

ATTEST:

_____
Danielle Bondshu, Clerk of the Board

APPROVED AS TO FORM:

_____
Steven W. Dahlem, County Counsel

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-433

MEETING: August 8, 2023

TO: The Board of Supervisors

FROM: Steve Dahlem, County Counsel

RE: Rescind Resolution No. 2016-199 Approving the Public Access Defibrillator Program Plan; and Adopt a New Automated External Defibrillator Policy

---

RECOMMENDATION AND JUSTIFICATION

Rescind Resolution No. 2016-199 Approving the Public Access Defibrillator Program Plan; and Adopt a New Automated External Defibrillator Policy.

Sudden cardiac arrest can strike at any time and fewer than 10% of sudden cardiac arrest victims typically service, but studies show that 30%-50% would likely survive if Cardio Pulmonary REsuscitation (CPR) and an Automated External Defibrillator (AED) were used within 5 minutes of collapse. The Policy being proposed is for the placement, use, training, and maintenance of AEDs in all County facilities and ensures compliance with subdivision (b) of Health and Safety Code Section 1797.196. The current Program Plan adopted in 2016 is no longer compliant with Civil Code section 1714.21 and Health and Safety Code Section 1797.196. It also only approved the installation of an AED at the UC Cooperative Extension Building, Government Center Building, Senior Services Building, and Human Services Building.

BACKGROUND AND HISTORY OF BOARD ACTIONS

In 2016 the Board of Supervisors approved a Public Access Defibrillator Program Plan and the installation of an AED in four County facilities and brought the County into compliance with statutes and regulations.

In 2021 County Counsel/Risk Management, in coordination with County Administration and the Auditor, identified funding for the purchase of enough AEDs for each County facility, negotiated a savings for the purchase, negotiated a contract with a First Aid/AED/CPR trainer to obtain CPR certification for several County employees, and established a CPR training schedule and AED maintenance contract and annual maintenance schedule for all AEDs in County facilities.

Review of the Public Access Defibrillator Program revealed that statutes and regulations have changed since 2016 and the placement of AEDs in County facilities has dramatically increased necessitating the replacement of the Public Access Defibrillator Program Plan with an up to date Automated External Defibrillator Policy.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not rescind the current Public Access Defibrillator Program Plan and adopt the proposed Automated Defibrillator Policy and be out of compliance with statutes and regulations.

FINANCIAL IMPACT

ATTACHMENTS

1. **AED Policy**
2. **Public Access Defib Program Plan**

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District IV Supervisor Wayne Forsythe
SECONDER:	District III Supervisor Danette Toso
AYES:	District II Supervisor Poe, District I Supervisor Smallcombe, District IV Supervisor Forsythe, District V Supervisor Menetrey, District III Supervisor Toso
ABSTAIN:	None

COUNTY OF MARIPOSA

AUTOMATED EXTERNAL DEFIBRILLATOR POLICY

This Automated External Defibrillator Policy (Policy) is enacted by the authority of the Mariposa County Board of Supervisors and is effective upon adoption. Applicable state laws include Civil Code section 1714.21 and Health and Safety Code Section 1797.196.

PURPOSE

This document describes the County of Mariposa's policy for the placement, use, training, and maintenance of automated external defibrillators (AEDs) as provided by the County of Mariposa. The County encourages all County employees to become familiar with this Policy.

POLICY

It is the intent of the County of Mariposa to provide AEDs that are readily available in the event an individual experiences sudden cardiac arrest in a County-operated facility and to ensure compliance with subdivision (b) of Health and Safety Code section 1797.196. This policy does not impose a duty on any employee or agent of the County to use an AED or to take any other action in response to an emergency situation, nor does it prevent any employee or agent of the County (or any member of the public) from using an AED in an emergency situation.

DEFINITION OF TERMS

- Automated External Defibrillator (AED): A device capable of cardiac rhythm analysis that will charge and deliver a shock by user interaction after electronically detecting and assessing ventricular-fibrillation or rapid ventricular tachycardia.
- Cardiopulmonary Resuscitation (CPR): A means of establishing and maintaining adequate respiration and circulation. This is done by ensuring that the patient has an open airway, by administering rescue breathing, and by maintaining the victim's circulation by means of closed chest cardiac compressions.
- Defibrillations: A method of using an AED to reestablish normal contraction rhythms in a heart that is not beating properly.
- Emergency Medical Services (EMS): Refers to medical professionals who respond to 911 calls and treat and transport people in crisis health situations.
- Sudden Cardiac Arrest (SCA): The abrupt loss of heart function, breathing and consciousness. The condition usually results from an electrical disturbance in the heart that disrupts the pumping action, stopping blood flow to the body. If not treated immediately, sudden cardiac arrest can lead to death.

PLACEMENT OF AEDS

The County has strategically placed AED units in all County operated buildings. Risk Management shall determine the specific locations and placements for such AED units. Exhibit

A lists the location for all County-provided AED units, and may be independently updated from time to time by Risk Management.

RESPONSIBILITIES

A. Department Safety Representatives (DSRs) with operations in buildings where AEDs are located should ensure that employees in AED-equipped buildings are notified of this Policy, the location of the nearest AED, and how to request voluntary training. Department Heads should also ensure that DSRs are instructed to report any use or misuse of an AED promptly to Risk Management. [DSRs are responsible for maintaining records of maintenance and testing of each device in their department].

B. Employees should adhere to this Policy and report any AED use or misuse to their DSR.

C. Risk Management should do the following:
   - Notify the local EMS agency of the existence, location, and type of AED when new devices are acquired.
   - Post instructions next to each AED, in no less than 14-point type, on how to use the AED.
   - Offer a demonstration annually as to how to use an AED in an emergency to staff located in each building where an AED is located.
   - Instruct DSRs to annually notify staff in the building as to where the AED(s) in the building are located and who they can contact if they wish to voluntarily take AED or CPR training.
   - Ensure visual inspections of all AED devices are completed and recorded monthly. Risk Management may designate DSRs to perform and record monthly visual inspections as described in Exhibit B.
   - Risk Management should ensure that all County-owned AEDs are properly maintained as outlined by the manufacturer. This includes sending each machine to an AED company that the County has contracted with for this purpose on an annual basis to test the batteries, test the devices after use, and replace the pads or any other components.

PROCEDURES

A. EMS response: Speed of response is the key to survival following sudden cardiac arrest (SCA). When responding to a victim who may be in SCA and in need of assistance, a primary objective is to ensure that EMS personnel are on the way to the scene as soon as possible. Ensuring that EMS personnel are on the way does not prevent any person from administering CPR and/or using an AED.

B. Demonstration/training: A demonstration on how to use an AED properly in an emergency will be offered annually to personnel stationed in each building where an AED is located. Such demonstrations are informative and do not constitute CPR/AED training. Employees who wish to complete a CPR/AED course voluntarily should speak with Risk Management.

C. Maintenance of AED:

- Regular maintenance includes compliance with manufacturer guidelines. These guidelines include monthly visual inspections, annual maintenance by a contracted AED company for inspection and maintenance of all components of the AED, and maintenance of inspection and testing records. Any problems or concerns with the units should be reported to Risk Management.
- The AED performs automatic tests and analysis daily, weekly, and monthly. The service indicator message (a red X) will appear in the LED square in the upper right corner if the AED detects a problem. The device may also activate an audible alarm. If the red X appears and/or the alarm is ringing, remove the device from service and contact Risk Management for further directions. Do not remove the internal analysis chip unless authorized to do so by Risk Management.

EXHIBIT A

AUTOMATED EXTERNAL DEFIBRILLATOR POLICY-- AED PLACEMENT

1. Agriculture/UCCE
   5009 Fairgrounds Road
   (1 unit)

2. Child Support Services
   5101 Jones Street
   (1 unit)

3. Courthouse
   5088 Bullion Street
   (1 unit)

4. District Attorney
   5085 Bullion Street
   (1 unit)

5. Fire-Administration
   4802 Highway 140
   (1 unit)

6. Government Center
   5100 Bullion Street
   (2 units)

7. Hall of Records
   4982 10th Street
   (2 units)

8. Health & Human Services
   - Main Office-5362 Lemee Lane
     (2 units)
   - North County Office-5026 Broadway, Coulterville
     (1 unit)
   - Community Health-5320 Highway 49 North
     (1 unit)
   - Senior Services-5246 Spriggs Lane
     (1 unit)

9. Human Resources
   4988 11th Street, Suite B
   (1 unit)

EXHIBIT A (CONTINUED)

AUTOMATED EXTERNAL DEFIBRILLATOR POLICY-- AED PLACEMENT

10. Library
    - Mariposa (Main)-4978 10th Street
      (1 unit)
    - El Portal Library Branch-9670 Rancherita Flat Road, El Portal
      (1 unit)
    - Red Cloud Library Branch-10332 Fiske Road, Coulterville
      (1 unit)
    - Wawona Library Branch-7971 Chilnualna Falls Road, Wawona
      (1 unit)
    - Yosemite Library Branch-9042 Village Drive, Yosemite Valley
      (1 unit)

11. Probation Department
    - 5089 Bullion Street-Administration & Probation Office 1
      (2 units)
    - 5091 Bullion Street-Juvenile Hall & Probation Office 2
      (2 units)

12. Public Works Department
    - 4639 Ben Hur Road
      (7 units)
    - Landfill & Recycling Center
      5593 Highway 49 North
      (1 unit)

13. Sheriff's Department
    - 5099 Old Highway North-Administration & Dispatch
      (2 units)
    - Bullion Street-OES & Detectives Offices
      (1 unit)
    - North County Substation
      (1 unit)
    - 5379 Highway 49 North-Adult Detention Facility
      (2 units)

EXHIBIT B

AUTOMATED EXTERNAL DEFIBRILLATOR POLICY
PROCEDURE FOR MONTHLY CHECKS

A brief monthly check of each AED can help ensure that each public access device is ready in the event of a need. Monthly visual inspections should be completed by the DSR assigned to this task. If an update in the assignment is necessary, please contact Risk Management.

Most Mariposa County public access AEDs are Phillips FRX Encore Series. The person performing the monthly check will need five minutes and a pen to record the activity on the record sheets provided by Risk Management. Do not remove the internal analysis chip inside an AED unless authorized to do so by Risk Management.

AED Monthly Steps:

1. Verify that the instructions are easy to find and near, on, or inside the AED cabinet. If instructions are missing, contact Risk Management for a replacement.

2. Check around the cabinet or device case for visible signs or tampering, wear damage, or cracks. Listen for chirping which may indicate an expired battery. Only AED paraphernalia should be in the AED cabinet. Report any issues to Risk Management.

3. Check the status of the AED window. If a red X appears report it to Risk Management.

4. Hold down the on/off button for 5 seconds until you hear a click sound. The device will run a silent 15-second test. When done,the device should say "Unit Ok." You may hold down the on/off button to turn off the operation if it continues after the self-check. If the test fails, report to Risk Management.

5. Record your action with initials and date on the inspection sheet.

AED Policy Exhibit A lists the locations of Mariposa County's public access AEDs. Please call Risk Management with any questions. Thank you for your partnership in a safe and healthful workplace.

MARIPOSA COUNTY

HHS/Public Health · 209-966-3222

RESOLUTION - ACTION REQUESTED 2016-199

MEETING: April 26, 2016

TO: The Board of Supervisors

FROM: Mary Hodson, CAO

RE: Approve the Public Access Defibrillator Program

RECOMMENDATION AND JUSTIFICATION:
Approve the Public Access Defibrillator Program Plan and the Installation of an Automated External Defibrillator (AED) at the UC Cooperative Extension Building, the Government Center, the Senior Services Building, and the Human Services Building.

Sudden cardiac arrest can strike at any time - during work, while at church, or in the middle of a school event. Fewer than 10% of sudden cardiac arrest victims typically survive, but studies show that 30% - 50% would likely survive if Cardio Pulmonary Resuscitation (CPR) and Automated External Defibrillator (AED) were used within 5 minutes of collapse.

Mariposa County has recently been provided an opportunity to place AEDs in four County associated public facilities:

1. UC Cooperative Extension Building
2. Government Center Building
3. Senior Services Building
4. Human Services Building

There are statutes and regulations that govern the appropriate placement, maintenance, training and accessibility for AEDs in public locations. These statutes and regulations are designed to assure the AEDs are ready to go when needed and that appropriate training is provided for those individuals that are routinely within the vicinity of the AED. The training includes how to recognize when someone needs medical attention, assure Emergency Medical Services are activated, where the AED is located, and how to use the AED.

The statutes and regulations also require that a physician Medical Director oversee AED Placement in a public area and assure the training, placement and maintenance are within the requirements of the law.

The Mariposa County Public Access Defibrillation Program was created to engage the County Health Officer as the Medical Director for the County Department AEDs and to provide templated documents for County Departments to complete that will assure their compliance with the statutes and regulations.

With the Board of Supervisor's approval of the Mariposa County Public Access Defibrillation Program, the Mariposa County Health Department, under the guidance of the Health Officer, will work with the identified County Department safety officers where an AED will be placed to meet the required statutes and regulations. Once the identified procedures have been completed, the AED will be placed in the assigned public buildings, in an easily accessible area, ready to be applied during specific medical emergencies.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board has approved programs that will benefit the citizens of the Mariposa County. This is the first official action being requested regarding public access AEDs.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve the requested program plan. AED's cannot legally be placed without an assigned physician Medical Director. The County may either refuse to place Public AED's or contract with a private physician to annually oversee AED placement, training and maintenance.

ATTACHMENTS:
Public Access Defibrillator Program Plan (PDF)
Appendix 1 - CCR Title 22 Lay Rescuer Automated External Defibrillator (PDF)
Appendix 1 - Health and Safety Code 1797.196 (PDF)
Appendix 1 - civil Code 1714.21 (PDF)
Appendix 2 - Internal Emergency Plan Template (PDF)
Appendix 3 - AED Use Form (PDF)
Appendix 3 - Notification of Installation of Public Access Automatic External Defibrillator (PDF)
Appendix 3 - Staff Training Roster for CPR IEP (PDF)
Appendix 3 - AED Readiness Check Required Maintenance (PDF)

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Marshall Long, District III Supervisor
SECONDER: Merlin Jones, District II Supervisor
AYES: Smallcombe, Jones, Long, Cann, Carrier

Mariposa County Public Access Defibrillation Program

PURPOSE 3

APPLICATION 3

OVERVIEW 3

CALIFORNIA STATUTE AND REGULATION 4

REQUIREMENTS OF THE COUNTY HEALTH OFFICER 5

REQUIREMENTS OF A MARIPOSA COUNTY DEPARTMENT PAD PARTICIPANT 5

CONCLUSION 7

APPENDIX 1: STATUTES & REGULATIONS (SEPARATE PDF DOC)

APPENDIX 2: IEP TEMPLATE (SEPARATE PDF DOC)

APPENDIX 3: FORMS & LOGS (SEPARATE PDF DOC)

Public Access Defibrillation Program

Purpose

The purpose of the Public Access Defibrillation (PAD) Program is to provide guidance and oversight by a Medical Director to agencies and/or businesses interested in purchasing, maintaining, and providing an Automated External Defibrillator (AED) in their facility. The AED will be available to use by the lay rescuer when an individual on the premises suffers sudden cardiac arrest.

Application

The application of the PAD Program is specifically designed for the lay rescuer to use an AED as needed based on recognition and training standards. Additionally, any County Department intending to continuously maintain an AED within their Department facility must adhere to the PAD Program requirements as stated by the "California Code of Regulations, Title 22. Social Security, Division 9. Prehospital Emergency Medical Services, Chapter 1.8 Lay Rescuer Automated External Defibrillator Regulations" (Appendix 1: Statutes and Regulations)

Finally, the PAD Program is intended for the lay rescuer only and does not apply to those agencies and/or businesses defined as emergency medical service providers or for roles defined within Title 22.

Overview

The Use of AEDs in Public Settings Helps to Save Lives

Sudden cardiac arrest (SCA) can strike at any time—during work, while at church, or in the middle of a school event. Fewer than 10% of SCA victims typically survive, but studies show that 30% to 50% would likely survive if CPR and AEDs were used within five minutes of collapse.

Cardiovascular disease is the single greatest cause of death in the United States. Each year upwards of a quarter of a million persons receive attempted resuscitation from cardiac arrest by Emergency Medical Services (EMS).

Ventricular fibrillation, a disturbance in heart rhythm resulting in uncoordinated contraction of ventricular cardiac muscles, is the most common cause of sudden cardiac arrest. Early defibrillation with shock by a defibrillator is the most effective means of resuscitation from cardiac arrest and the only

definitive treatment for ventricular fibrillation. The success of defibrillation diminishes rapidly with each passing minute from collapse, decreasing the chance of survival by about 5% for each passing minute. Defibrillation must often wait until trained emergency responders arrive on scene with a defibrillator, increasing the time between collapse and defibrillation. Use of automated external defibrillators (AEDs) by lay persons enable defibrillation soon after collapse, sooner than can be achieved by emergency responders. This strategy of early defibrillation is often termed "Public Access Defibrillation" or PAD. As a consequence, patients suffering cardiac arrest treated with PAD are more likely to survive.

California Statute and Regulation

By Statute, Health Clubs and Health Studios are required to maintain an AED. Businesses and/or agencies outside of Health Clubs and Health Studios can voluntarily purchase and maintain a publicly accessible AED. All Public Access Defibrillation (PAD) providers are expected to follow California Statute and Regulation.

For simplicity, we have defined the basic idea of each statute and regulation specifically related to Public Access Defibrillation in the following paragraphs. The full excerpts are located in **Appendix 1: Statutes and Regulations.**

1. **California Code of Regulations, Title 22. Social Security, Division 9. Prehospital Emergency Medical Services, Chapter 1.8. Lay Rescuer Automated External Defibrillator Regulations**

   The regulation defines the program, training, maintenance and oversight requirements for all Public Access Defibrillators available for use by the lay person.

2. **California Code of Regulations, Health and Safety Code, Division 2.5. Emergency Medical Services, Chapter 3. State Administration, Article 5. Personnel, Section 1797**

   The statute provides Good Samaritan protection to persons that use or refuse to use a publicly available AED.

3. **California Code of Regulations, Civil Code, Division 3. Obligations, Part 3. Obligations imposed by law, Section 1714**

   This statute requires program, training, maintenance and oversight for a Public Access Defibrillation Program.

Requirements of the County Health Officer

Specific regulations set forth in the California Code of Regulations, Title 22. Social Security, Division 9. Prehospital Emergency Medical Services, Chapter 1.8. Lay Rescuer Automated External Defibrillator Regulations requires a "Medical Director", defined as a physician and surgeon licensed in the State of California, to oversee and provide post incident review during any situation where a PAD Program AED is used.

The County Health Officer will serve as the Medical Director for the Mariposa County Departments to encourage and promote public access to defibrillators and will provide the oversight and perform the following components of the PAD Program specifically for Mariposa County Departments, as requested:

1. Assuring, through annual review, that at least one staff member per each AED unit available to the public in the participating County facility is trained to the American Heart Association or American Red Cross standards for cardio-pulmonary resuscitation (CPR) and AED.
2. Assuring, through initial application and bi-annual review, that each County facility with a Public Access AED has an internal emergency plan (IEP) **(Appendix 2: IEP Template)** that includes response to an emergency within the facility and shall include but is not limited to the following components: Immediate 911 notification, how to access the AED, monthly maintenance of the AED in accordance with manufacturers specifications, direction to check the AED for readiness every 30 days, records verifying 30 day checks are completed, staff training requirements and current staff training levels.
3. Assuring, through annual review, that all staff receive training specific to the County Department's internal emergency plan (IEP).
4. Assuring, through requirement for PAD approval, that any incident requiring AED use will be reported to the Health Officer within 24 Hours.
5. Assuring all reported incidents where an AED is used and involves a PAD Program participant will be immediately reviewed to ensure the internal emergency plan (IEP), along with the lay rescuer performance to the trained standards were appropriate for the given situation.
6. Assuring any identified follow up training post incident is provided and completed by the County Department.
7. Providing all reported public AED incident review documents to the local EMS Agency.
8. Providing all completed "Notification of Installation of Public Access Automatic External Defibrillator" **(Appendix 3: Forms & Logs)** to the local EMS Agency.

Requirements of a Mariposa County Department PAD Participant

In order to obtain the Health Officer's participation as the Medical Director for the County Department requesting to participate in the Mariposa County PAD Program, the County Department must meet the following requirements:

1. Complete the internal emergency plan (IEP) template located in **Appendix 2: IEP Template** and/or create an original document. Per regulation and statute, the internal emergency plan must include these components:
    a. Procedures to follow in the event of an emergency
        i. Prioritize emergency services notification – call 911 immediately
        ii. Notify staff with appropriate level training
        iii. Obtain the AED from the fixed and known AED location
        iv. Apply the AED (in accordance with manufacturer directions)
        v. Use the AED (in accordance with manufacturer direction)
        vi. Report what happened to the person requiring an AED to Emergency Medical Services Responders when they arrive
        vii. Complete an AED Use Form **(Appendix 3: Forms & Logs)**
        viii. Submit the AED Use Form **(Appendix 3: Forms & Logs)**
    b. Maintenance schedule for all AEDs to include manufacturer requirements after each use and 30 day readiness checks
    c. A mechanism to annually send a "Notification of Installation of Public Access Automatic External Defibrillator" to the Mariposa County Health Department (or anytime the County Department uses or moves the AED to another physical location)
    d. An AED Use form with instructions to complete and directions to provide the completed form to the Mariposa County Health Department within 24 hours of an incident involving the AED use.
    e. Mandatory training and certification for at least one staff per on-site AED in American Heart Association or American Red Cross standards for CPR and AED use
    f. Mandatory annual training for all staff regarding how to implement the "Internal Emergency Plan" (training should not take more than 30 minutes)
2. Maintain a document available for review when requested by the Medical Director affirming the maintenance schedule is followed
3. Maintain a document available for review when requested by the Medical Director listing current CPR training certifications for all staff members (at least one staff member must maintain current CPR Certification for each on-site AED unit)
4. Maintain a document available for review when requested by the Medical Director affirming all staff have received and completed an annual internal emergency plan (IEP) training.
5. Provide a copy of the County Department's IEP to the Mariposa County Health Department.

Conclusion

Participating in the PAD Program is a great way to be prepared for someone that suffers Sudden Cardiac Arrest. Thank you for recognizing the need to be prepared and your willingness to train staff to perform CPR and provide an AED when needed.

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-434

MEETING: August 8, 2023

TO: The Board of Supervisors

FROM: Joe Lynch, Director of Health and Human Services

RE: Approve an Agreement (23Q-5570) with the California Department of Community Services and Development (CSD) in the Amount of $11,103 for the 2023 Supplemental Low Income Home Energy Assistance Program (SLIHEAP); and Authorize the Board of Supervisors Chair to Sign the Agreement

---

RECOMMENDATION AND JUSTIFICATION

Approve an Agreement with the California Department of Community Services and Development (CSD) in the Amount of $11,103.00 for the 2023 Supplemental Low Income Home Energy Assistance Program (SLIHEAP); and Authorize the Board of Supervisors Chair to Sign the Agreement.

On January 24, 2022, the Department of Community Services and Development (CSD) received the 2022 SLIHEAP grant award from the United States Department of Health and Human Services under the Infrastructure Investment and Jobs Act (IIJA). CSD will continue to receive IIJA funds over a period of five years through the 2026 program year and will release each grant award through a separate contract. The purpose of SLIHEAP is to provide energy payment assistance services to low-income county residents. For the term of May 1, 2023 through May 31, 2024, funds ($11,103) have been allocated to Mariposa County to operate the program.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board of Supervisors approved 2022 SLIHEAP Agreement with CSD through Resolution No. 2022-511 on September 22, 2022.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If this Agreement is not approved, Mariposa will lose the grant funds of $11,103 and the opportunity to provide Energy Assistance payments to serve Mariposa County households under this grant agreement.

FINANCIAL IMPACT

There is no impact on the General Fund.

ATTACHMENTS

1. 2023_SLIHEAP_Contracts_23Q-5570_Ma

VOTE RESULT

RESULT: Adopted (UNANIMOUS)

MOVER:	District IV Supervisor Wayne Forsythe
SECONDER:	District III Supervisor Danette Toso
AYES:	District II Supervisor Poe, District I Supervisor Smallcombe, District IV Supervisor Forsythe, District V Supervisor Menetrey, District III Supervisor Toso
ABSTAIN:	None

DocuSign Envelope ID: E67E12C0-676A-4705-89A1-6F5AA45F09F9

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

DAVID SCRIBNER
DIRECTOR

GAVIN NEWSOM
GOVERNOR

May 4, 2023

Dear Executive Director:

The purpose of this letter is to provide information regarding the 2023 Supplemental Low Income Home Energy Assistance Program (SLIHEAP) contract. On January 24, 2022, the Department of Community Services and Development (CSD) received the 2022 SLIHEAP grant award from the United States Department of Health and Human Services under the Infrastructure Investment and Jobs Act (IIJA). CSD will continue to receive IIJA funds over a period of five years through the 2026 program year and will release each grant award through a separate contract. With the issuance of the 2023 SLIHEAP contract, CSD is releasing the 2023 SLIHEAP grant award of $5,708,050 to Local Service Providers (LSPs).

CSD recently administered a survey allowing LSPs to decide if they wanted to accept all, a portion of, or decline their 2023 SLIHEAP allocation. For the LSPs that didn't respond to the survey, CSD communicated that they would receive their full allocation, but that no other funds would be redirected from other LSPs.

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, ESQ.
Director

Attachments

DocuSign Envelope ID: E67E12C0-676A-4705-89A1-6F5AA45F09F9

2023 SLIHEAP Contract Checklist

General Comments and Requirements:

Please contact your assigned Field Operations Representative immediately for assistance if this Agreement requires corrections. Agencies are required to utilize DocuSign to sign this Agreement. Please fill out and submit CSD 489 (DocuSign Contact Update Form) if you have not yet initialized DocuSign® with the California Department of Community Services and Development (CSD).

Contract Packet:

The following completed documents/forms must be returned to CSD in the Agreement packet within 30 days (45 days for public agencies). Please use the checkboxes below to indicate the documents/forms are included:

- ☐ Contract Face Sheet (STD 213) signed by individual authorized on Board Resolution
- ☐ Federal Funding Accountability and Transparency Act (FFATA) Form
- ☐ Lobbying Form
- ☐ Insurance or Self-Insurance. Please attach current evidence of insurance if not already on file with CSD
- ☐ Board resolution. (Not applicable if a general board resolution has already been submitted and is not specific to the program, program year, or contract number, and does not contain any changes.)

Programmatic Contract Requirements (as applicable):

- ☐ SLIHEAP Production Plan (CSD 622S)

Please return both completed contract packets within 30 days (45 days for public agencies) to:

All forms are located on the Forms page under the Energy Contract tab on the Local Agencies Portal at https://agencies.csd.ca.gov.

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INFRASTRUCTURE INVESTMENT & JOBS ACT ALLOCATION SPREADSHEET

State of California
Department of Community Services and Development
Total 2023 SLIHEAP Allocation
Facesheet

County/Service Territory	Contract Number	Direct Services: Administration/Assurance 16/ECIP/HEAP: Allowable Admin	Allowable A16	ECIP/HEAP Program	Admin/A16/ ECIP/HEAP Subtotal	Utility Assistance: ECIP FT/HEAP G&E Program Subtotal	Total Contract Allocation	ECIP/HEAP Intake 8%	ECIP/HEAP Outreach 5%	ECIP/HEAP Training 2%
1 Alameda County - Spectrum Community Services, Inc.	23Q-5550	9,730	9,730	26,272	45,732	148,876	194,608	14,012	8,757	3,503
2 Amador/Tuolumne Service Territory - Amador-Tuolumne CAA										
Amador County		567	567	1,530	2,664	8,672	11,336	816	510	204
Calaveras County		839	839	2,264	3,942	12,828	16,770	1,207	755	302
Tuolumne County		1,585	1,585	4,279	7,449	24,250	31,699	2,282	1,426	571
Service Territory Total	23Q-5551	2,991	2,991	8,073	14,055	45,750	59,805	4,305	2,691	1,077
3 Butte County - CAA of Butte County, Inc.	23Q-5552	5,400	5,400	14,581	25,381	82,626	108,007	7,777	4,860	1,944
4 Colusa Service Territory - Glenn County Community Action Department										
Colusa County		220	220	593	1,033	3,358	4,391	316	198	79
Glenn County		312	312	842	1,466	4,774	6,240	449	281	112
Trinity County		232	232	626	1,090	3,545	4,635	334	209	83
Service Territory Total	23Q-5553	764	764	2,061	3,589	11,677	15,266	1,099	688	274
5 Contra Costa Co. - Contra Costa Employment & Human Services Dept/CSB	23Q-5554	8,333	8,333	22,500	39,166	127,495	166,661	12,000	7,500	3,000
6 Del Norte County - Del Norte Senior Center, Inc.	23Q-5555	1,643	1,643	4,435	7,721	25,129	32,850	2,365	1,478	591
7 El Dorado Service Territory - El Dorado Co. Health & Human Services Agency										
Alpine County		47	47	126	220	716	936	67	42	17
El Dorado County		3,321	3,321	8,968	15,610	50,817	66,427	4,783	2,989	1,196
Service Territory Total	23Q-5556	3,368	3,368	9,094	15,830	51,533	67,363	4,850	3,031	1,213
8 Fresno County - Fresno County Economic Opportunities Commission	23Q-5557	8,617	8,617	23,267	40,501	131,843	172,344	12,409	7,756	3,102
9 Humboldt Service Territory - Redwood CAA										
Humboldt County		3,044	3,044	8,220	14,308	46,577	60,885	4,384	2,740	1,096
Modoc Co. (WEATHERIZATION/ASSURANCE 16)		0	0	0	0	0	0	0	0	0
Service Territory Total	23Q-5558	3,044	3,044	8,220	14,308	46,577	60,885	4,384	2,740	1,096
10 Imperial Service Territory - Campesinos Unidos, Inc.										
Imperial County		1,342	1,342	3,624	6,308	20,537	26,845	1,933	1,208	483
San Diego County - Area A		7,354	7,354	19,855	34,563	112,514	147,077	10,590	6,618	2,647
Service Territory Total	23Q-5559	8,696	8,696	23,479	40,871	133,051	173,922	12,523	7,826	3,130
11 Inyo Service Territory - Inyo Mono Advocates for Community Action, Inc.										
Inyo County		0	0	0	0	0	0	0	0	0
Mono County		0	0	0	0	0	0	0	0	0
Service Territory Total	23Q-5560	0	0	0	0	0	0	0	0	0
12 Kern County - Community Action Partnership of Kern	23Q-5561	14,218	14,218	38,390	66,826	217,540	284,366	20,474	12,797	5,119
13 Kings County - Kings Community Action Organization, Inc.	23Q-5562	1,605	1,605	4,332	7,542	24,548	32,090	2,310	1,444	578
14 Lake Service Territory - North Coast Energy Services, Inc.										
Lake County		2,334	2,334	6,302	10,970	35,713	46,683	3,361	2,101	840
Mendocino County		2,818	2,818	7,610	13,246	43,121	56,367	4,058	2,537	1,015
Napa County		1,170	1,170	3,159	5,499	17,900	23,399	1,685	1,053	421
Solano County		3,074	3,074	8,301	14,449	47,035	61,484	4,427	2,767	1,107
Sonoma County		4,918	4,918	13,278	23,114	75,244	98,358	7,082	4,426	1,770
Yolo County		2,455	2,455	6,630	11,540	37,566	49,106	3,536	2,210	884
Service Territory Total	23Q-5563	16,769	16,769	45,280	78,818	256,579	335,397	24,149	15,094	6,037
15 Lassen County - Lassen Economic Development Corporation	23Q-5564	1,029	1,029	2,779	4,837	15,750	20,587	1,482	926	371
Los Angeles County										
16 Area A - Maravilla Foundation	23Q-5565	25,364	25,364	68,488	119,216	388,098	507,314	36,527	22,829	9,132
17 Area B - Pacific Asian Consortium in Employment	23Q-5566	17,931	17,931	48,413	84,275	274,343	358,618	25,820	16,138	6,455
18 Area C - Long Beach Community Action Partnership	23Q-5567	19,286	19,286	52,073	90,645	295,081	385,726	27,772	17,358	6,943
19 Madera County - Community Action Partnership of Madera County, Inc.	23Q-5568	2,572	2,572	6,945	12,089	39,356	51,445	3,704	2,315	926

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	County/Service Territory	Contract Number	Direct Services: Administration/Assurance 16/ECIP/HEAP: Allowable Admin	Allowable A16	ECIP/HEAP Program	Admin/A16/ ECIP/HEAP Subtotal	Utility Assistance: ECIP FT/HEAP G&E Program Subtotal	Total Contract Allocation	ECIP/HEAP Intake 8%	ECIP/HEAP Outreach 5%	ECIP/HEAP Training 2%
20	Marin County - Community Action Marin (NON WEATHERIZATION/ASSURANCE 16)	23Q-5569	1,141	1,141	3,081	5,363	17,456	22,819	1,643	1,027	411
21	Mariposa County - Mariposa County Human Services Department	23Q-5570	555	555	1,499	2,609	8,494	11,103	799	500	200
22	Merced County - Merced County CAA	23Q-5571	2,601	2,601	7,022	12,224	39,794	52,018	3,745	2,341	936
23	Modoc - T.E.A.C.H. Inc. (NON WEATHERIZATION/ASSURANCE 16)	23Q-5572	275	275	743	1,293	4,212	5,505	396	248	99
24	Orange County - Community Action Partnership of Orange County	23Q-5573	8,980	8,980	24,245	42,205	137,385	179,590	12,930	8,082	3,233
25	Placer Service Territory - Project GO, Inc.										
	Nevada County		3,100	3,100	8,371	14,571	47,437	62,008	4,465	2,790	1,116
	Placer County		3,653	3,653	9,862	17,168	55,887	73,055	5,260	3,287	1,315
	Service Territory Total	23Q-5574	6,753	6,753	18,233	31,739	103,324	135,063	9,725	6,077	2,431
26	Plumas Service Territory - Plumas Co. Community Development Commission										
	Plumas County		751	751	2,026	3,528	11,483	15,011	1,081	675	270
	Sierra County		136	136	366	638	2,077	2,715	195	122	49
	Service Territory Total	23Q-5575	887	887	2,392	4,166	13,560	17,726	1,276	797	319
27	Riverside County - Community Action Partnership of Riverside County	23Q-5576	16,223	16,223	43,803	76,249	248,217	324,466	23,362	14,601	5,840
28	Sacramento Service Territory - Community Resource Project, Inc.										
	Sacramento County		10,368	10,368	27,993	48,729	158,626	207,355	14,930	9,331	3,732
	Sutter County		917	917	2,477	4,311	14,034	18,345	1,321	826	330
	Yuba County		1,013	1,013	2,735	4,761	15,496	20,257	1,458	912	365
	Service Territory Total	23Q-5577	12,298	12,298	33,205	57,801	188,156	245,957	17,709	11,069	4,427
29	San Benito Co. - HHSA, Comm. Svcs. & Wkfs. Dev. (NON WEATHERIZATION/A16)	23Q-5578	530	530	1,431	2,491	8,106	10,597	763	477	191
30	San Bernardino County - Community Action Partnership of San Bernardino Co.	23Q-5579	16,328	16,328	44,086	76,742	249,819	326,561	23,512	14,695	5,878
31	San Diego County - Area B - Metropolitan Area Advisory Committee	23Q-5580	1,234	1,234	3,331	5,799	18,873	24,672	1,776	1,110	444
32	San Joaquin Co. - San Joaquin Co. Dept. of Aging & Community Services	23Q-5581	9,197	9,197	24,833	43,227	140,718	183,945	13,244	8,278	3,311
33	San Luis Obispo Co. - Community Action Partnership of San Luis Obispo Co., Inc.	23Q-5582	2,030	2,030	5,481	9,541	31,053	40,594	2,923	1,827	731
34	Santa Barbara Co. - Community Action Commission of Santa Barbara County	23Q-5583	2,773	2,773	7,487	13,033	42,426	55,459	3,993	2,496	998
35	Santa Clara Co. - Sacred Heart Community Service (NON WEATHERIZATION/A16)	23Q-5584	9,798	9,798	26,455	46,051	149,911	195,962	14,109	8,818	3,527
36	Santa Cruz Service Territory - Central Coast Energy Services, Inc.										
	Monterey County		5,186	5,186	14,001	24,373	79,339	103,712	7,467	4,667	1,867
	San Francisco County		4,660	4,660	12,582	21,902	71,297	93,199	6,710	4,194	1,678
	San Mateo County		4,015	4,015	10,839	18,869	61,424	80,293	5,781	3,613	1,445
	Santa Cruz County		3,102	3,102	8,376	14,580	47,456	62,036	4,467	2,792	1,117
	Marin County (WEATHERIZATION/ASSURANCE 16)		0	0	0	0	0	0	0	0	0
	San Benito County (WEATHERIZATION/ASSURANCE 16)		0	0	0	0	0	0	0	0	0
	Santa Clara County (WEATHERIZATION/ASSURANCE 16/EHCS)		0	0	0	0	0	0	0	0	0
	Service Territory Total	23Q-5585	16,963	16,963	45,798	79,724	259,516	339,240	24,425	15,266	6,107
37	Shasta/Tehama Service Territory - Self-Help Home Improvement Project, Inc.										
	Shasta County		4,162	4,162	11,238	19,562	63,679	83,241	5,993	3,746	1,498
	Tehama County		1,769	1,769	4,777	8,315	27,070	35,385	2,548	1,592	637
	Service Territory Total	23Q-5586	5,931	5,931	16,015	27,877	90,749	118,626	8,541	5,338	2,135
38	Siskiyou County - Great Northern Services	23Q-5587	2,397	2,397	6,471	11,265	36,666	47,931	3,451	2,157	863
39	Stanislaus County - Central Valley Opportunity Center, Incorporated	23Q-5588	4,583	4,583	12,373	21,539	70,111	91,650	6,599	4,124	1,650
40	Tulare County - Community Services & Employment Training, Inc.	23Q-5589	8,429	8,429	22,758	39,616	128,960	168,576	12,137	7,586	3,034
41	Ventura County - Community Action of Ventura County, Inc.	23Q-5590	4,137	4,137	11,169	19,443	63,293	82,736	5,957	3,723	1,489
	TOTALS		285,403	285,403	770,593	1,341,399	4,366,651	5,708,050	410,977	256,865	102,745

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Breakdown Spreadsheet for Contract Services Unit & Financial Services Unit

INFRASTRUCTURE INVESTMENT & JOBS ACT (IIJA)

	County/Service Territory	Public/ Private (Account)	Contract Number	ECIP/HEAP/A16		Utility Assistance		Total EHA16 & UA	
				2023 IIJA 101 0890 SFY 2022-2023 4181020 4700LHIIJA23LA 47002010 ECIPHEAP PCA 2I223	ECIPHEAP Subtotal	2023 IIJA 101 0890 SFY 2022-2023 4181020 4700LHIIJA23LA 47002010 UA PCA 2I323	UA Subtotal	2023 IIJA 101 0890 SFY 2022-2023 4181020 4700LHIIJA23LA 47002010 ECIPHEAP-UA Allocation	Total Contract Allocation
1	Alameda County - Spectrum Community Services, Inc.	5432500	23Q-5550	45,732	45,732	148,876	148,876	194,608	194,608
2	Amador/Tuolumne Service Territory - Amador-Tuolumne CAA								
	Amador County			2,664	2,664	8,672	8,672	11,336	11,336
	Calaveras County			3,942	3,942	12,828	12,828	16,770	16,770
	Tuolumne County			7,449	7,449	24,250	24,250	31,699	31,699
	Service Territory Total	5432000	23Q-5551	14,055	14,055	45,750	45,750	59,805	59,805
3	Butte County - CAA of Butte County, Inc.	5432500	23Q-5552	25,381	25,381	82,626	82,626	108,007	108,007
4	Colusa Service Territory - Glenn County Community Action Department								
	Colusa County			1,033	1,033	3,358	3,358	4,391	4,391
	Glenn County			1,466	1,466	4,774	4,774	6,240	6,240
	Trinity County			1,090	1,090	3,545	3,545	4,635	4,635
	Service Territory Total	5432000	23Q-5553	3,589	3,589	11,677	11,677	15,266	15,266
5	Contra Costa Co. - Contra Costa Employment & Human Services Dept/CSB	5432000	23Q-5554	39,166	39,166	127,495	127,495	166,661	166,661
6	Del Norte County - Del Norte Senior Center, Inc.	5432500	23Q-5555	7,721	7,721	25,129	25,129	32,850	32,850
7	El Dorado Service Territory - El Dorado Co. Health & Human Services Agency								
	Alpine County			220	220	716	716	936	936
	El Dorado County			15,610	15,610	50,817	50,817	66,427	66,427
	Service Territory Total	5432000	23Q-5556	15,830	15,830	51,533	51,533	67,363	67,363
8	Fresno County - Fresno County Economic Opportunities Commission	5432500	23Q-5557	40,501	40,501	131,843	131,843	172,344	172,344
9	Humboldt Service Territory - Redwood CAA								
	Humboldt County			14,308	14,308	46,577	46,577	60,885	60,885
	Modoc Co. (WEATHERIZATION/ASSURANCE 16)			0	0	0	0	0	0
	Service Territory Total	5432500	23Q-5558	14,308	14,308	46,577	46,577	60,885	60,885
10	Imperial Service Territory - Campesinos Unidos, Inc.								
	Imperial County			6,308	6,308	20,537	20,537	26,845	26,845
	San Diego County - Area A			34,563	34,563	112,514	112,514	147,077	147,077
	Service Territory Total	5432500	23Q-5559	40,871	40,871	133,051	133,051	173,922	173,922
11	Inyo Service Territory - Inyo Mono Advocates for Community Action, Inc.								
	Inyo County			0	0	0	0	0	0
	Mono County			0	0	0	0	0	0
	Service Territory Total	5432500	23Q-5560	0	0	0	0	0	0
12	Kern County - Community Action Partnership of Kern	5432500	23Q-5561	66,826	66,826	217,540	217,540	284,366	284,366
13	Kings County - Kings Community Action Organization, Inc.	5432500	23Q-5562	7,542	7,542	24,548	24,548	32,090	32,090
14	Lake Service Territory - North Coast Energy Services, Inc.								
	Lake County			10,970	10,970	35,713	35,713	46,683	46,683
	Mendocino County			13,246	13,246	43,121	43,121	56,367	56,367
	Napa County			5,499	5,499	17,900	17,900	23,399	23,399
	Solano County			14,449	14,449	47,035	47,035	61,484	61,484
	Sonoma County			23,114	23,114	75,244	75,244	98,358	98,358
	Yolo County			11,540	11,540	37,566	37,566	49,106	49,106
	Service Territory Total	5432500	23Q-5563	78,818	78,818	256,579	256,579	335,397	335,397
15	Lassen County - Lassen Economic Development Corporation	5432500	23Q-5564	4,837	4,837	15,750	15,750	20,587	20,587
	Los Angeles County								
16	Area A - Maravilla Foundation	5432500	23Q-5565	119,216	119,216	388,098	388,098	507,314	507,314
17	Area B - Pacific Asian Consortium in Employment	5432500	23Q-5566	84,275	84,275	274,343	274,343	358,618	358,618
18	Area C - Long Beach Community Action Partnership	5432500	23Q-5567	90,645	90,645	295,081	295,081	385,726	385,726
19	Madera County - Community Action Partnership of Madera County, Inc.	5432500	23Q-5568	12,089	12,089	39,356	39,356	51,445	51,445
20	Marin County - Community Action Marin (NON WEATHERIZATION/ASSURANCE 16)	5432500	23Q-5569	5,363	5,363	17,456	17,456	22,819	22,819

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	County/Service Territory	Public/ Private (Account)	Contract Number	ECIP/HEAP/A16		Utility Assistance		Total EHA16 & UA	
				2023 IIJA 101 0890 SFY 2022-2023 4181020 4700LHIIJA23LA 47002010 ECIPHEAP PCA 2I223	ECIPHEAP Subtotal	2023 IIJA 101 0890 SFY 2022-2023 4181020 4700LHIIJA23LA 47002010 UA PCA 2I323	UA Subtotal	2023 IIJA 101 0890 SFY 2022-2023 4181020 4700LHIIJA23LA 47002010 ECIPHEAP-UA Allocation	Total Contract Allocation
21	Mariposa County - Mariposa County Human Services Department	5432000	23Q-5570	2,609	2,609	8,494	8,494	11,103	11,103
22	Merced County - Merced County CAA	5432500	23Q-5571	12,224	12,224	39,794	39,794	52,018	52,018
23	Modoc - T.E.A.C.H. Inc. (NON WEATHERIZATION/ASSURANCE 16)	5432500	23Q-5572	1,293	1,293	4,212	4,212	5,505	5,505
24	Orange County - Community Action Partnership of Orange County	5432500	23Q-5573	42,205	42,205	137,385	137,385	179,590	179,590
25	Placer Service Territory - Project GO, Inc.								
	Nevada County			14,571	14,571	47,437	47,437	62,008	62,008
	Placer County			17,168	17,168	55,887	55,887	73,055	73,055
	Service Territory Total	5432500	23Q-5574	31,739	31,739	103,324	103,324	135,063	135,063
26	Plumas Service Territory - Plumas Co. Community Development Commission								
	Plumas County			3,528	3,528	11,483	11,483	15,011	15,011
	Sierra County			638	638	2,077	2,077	2,715	2,715
	Service Territory Total	5432000	23Q-5575	4,166	4,166	13,560	13,560	17,726	17,726
27	Riverside County - Community Action Partnership of Riverside County	5432000	23Q-5576	76,249	76,249	248,217	248,217	324,466	324,466
28	Sacramento Service Territory - Community Resource Project, Inc.								
	Sacramento County			48,729	48,729	158,626	158,626	207,355	207,355
	Sutter County			4,311	4,311	14,034	14,034	18,345	18,345
	Yuba County			4,761	4,761	15,496	15,496	20,257	20,257
	Service Territory Total	5432500	23Q-5577	57,801	57,801	188,156	188,156	245,957	245,957
29	San Benito Co. - HHSA, Comm. Svcs. & Wkfs. Dev. (NON WEATHERIZATION/A16)	5432000	23Q-5578	2,491	2,491	8,106	8,106	10,597	10,597
30	San Bernardino County - Community Action Partnership of San Bernardino Co.	5432500	23Q-5579	76,742	76,742	249,819	249,819	326,561	326,561
31	San Diego County - Area B - Metropolitan Area Advisory Committee	5432500	23Q-5580	5,799	5,799	18,873	18,873	24,672	24,672
32	San Joaquin Co. - San Joaquin Co. Dept. of Aging & Community Services	5432000	23Q-5581	43,227	43,227	140,718	140,718	183,945	183,945
33	San Luis Obispo Co. - Community Action Partnership of San Luis Obispo Co., Inc.	5432500	23Q-5582	9,541	9,541	31,053	31,053	40,594	40,594
34	Santa Barbara Co. - Community Action Commission of Santa Barbara County	5432500	23Q-5583	13,033	13,033	42,426	42,426	55,459	55,459
35	Santa Clara Co. - Sacred Heart Community Service (NON WEATHERIZATION/A16)	5432500	23Q-5584	46,051	46,051	149,911	149,911	195,962	195,962
36	Santa Cruz Service Territory - Central Coast Energy Services, Inc.								
	Monterey County			24,373	24,373	79,339	79,339	103,712	103,712
	San Francisco County			21,902	21,902	71,297	71,297	93,199	93,199
	San Mateo County			18,869	18,869	61,424	61,424	80,293	80,293
	Santa Cruz County			14,580	14,580	47,456	47,456	62,036	62,036
	Marin County (WEATHERIZATION/ASSURANCE 16)			0	0	0	0	0	0
	San Benito County (WEATHERIZATION/ASSURANCE 16)			0	0	0	0	0	0
	Santa Clara County (WEATHERIZATION/ASSURANCE 16/EHCS)			0	0	0	0	0	0
	Service Territory Total	5432500	23Q-5585	79,724	79,724	259,516	259,516	339,240	339,240
37	Shasta/Tehama Service Territory - Self-Help Home Improvement Project, Inc.								
	Shasta County			19,562	19,562	63,679	63,679	83,241	83,241
	Tehama County			8,315	8,315	27,070	27,070	35,385	35,385
	Service Territory Total	5432500	23Q-5586	27,877	27,877	90,749	90,749	118,626	118,626
38	Siskiyou County - Great Northern Services	5432500	23Q-5587	11,265	11,265	36,666	36,666	47,931	47,931
39	Stanislaus County - Central Valley Opportunity Center, Incorporated	5432500	23Q-5588	21,539	21,539	70,111	70,111	91,650	91,650
40	Tulare County - Community Services & Employment Training, Inc.	5432500	23Q-5589	39,616	39,616	128,960	128,960	168,576	168,576
41	Ventura County - Community Action of Ventura County, Inc.	5432500	23Q-5590	19,443	19,443	63,293	63,293	82,736	82,736
	TOTALS			1,341,399	1,341,399	4,366,651	4,366,651	5,708,050	5,708,050

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STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT STD. 213 (Rev 03/2019) CSD (Rev 07/2019)	AGREEMENT NUMBER **23Q-5570**	PURCHASING AUTHORITY NUMBER (if applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below

CONTRACTING AGENCY NAME
Department of Community Services and Development

CONTRACTOR NAME
County of Mariposa

2. The term of this Agreement is: May 1, 2023 through May 31, 2024

3. The maximum amount of this Agreement is: Total $11,103.00

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

Preamble*
Article 1 - Scope of Work
Article 2 - Contract Administration and Procedure
Article 3 - Contract Changes
Article 4 - Administrative Policies and Procedures
Article 5 - Administrative and Program Expenditures Requirements
Article 6 - Reporting Policies and Procedures
Article 7 - Program Policies and Procedures
Article 8 - Program Implementation
Article 9 - Compliance Policies and Procedures
Article 10 - Federal and State Policy Provisions
Article 11 - General Terms and Conditions GTC 04/2017
Article 12 - Definitions
Article 13 - Table of Forms and Documents Incorporated by Reference

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO

CONTRACTOR				**California Department of General Services Approval (or exemption, if applicable)**
CONTRACTOR NAME *(If other than an individual, state whether a corporation, partnership, etc.)* **County of Mariposa**				
CONTRACTOR BUSINESS ADDRESS, CITY, STATE ZIP P.O. Box 99, Mariposa, CA 95338				
PRINTED NAME OF PERSON SIGNING	TITLE			
CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED			**I hereby certify that all conditions for exemption have been complied with, and the document is exempt from the Department of General Services approval.**
STATE OF CALIFORNIA				
CONTRACTING AGENCY NAME **Department of Community Services and Development**				
CONTRACTING AGENCY ADDRESS **2389 Gateway Oaks Drive, Suite 100**	CITY **Sacramento**	STATE **CA**	ZIP **95833**	
PRINTED NAME OF PERSON SIGNING **Chris Vail**	TITLE **Chief Financial Officer**			
CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED			

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CERTIFICATION REGARDING LOBBYING

DEPARTMENT OF HEALTH AND HUMAN SERVICES
FAMILY SUPPORT ADMINISTRATION

PROGRAM: **2023 Supplemental Low-Income Home Energy Assistance**

PERIOD: **May 1, 2023 through May 31, 2024**

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**

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DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB
0348-0046

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:	2. Status of Federal Action:	3. Report Type:
☐ a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	☐ a. bid/offer/application b. initial award c. post-award	☐ a. initial filing b. material change For Material Change Only: year _____ quarter date of Last report

4. Name and Address of Reporting Entity:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:
☐ Prime ☐ Subawardee Tier _____, *if known:* Congressional District, *if known:*	Congressional District, *if known:*
6. Federal Department/Agency:	7. Federal Program Name/Description: 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):*	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)*:	13. Type of Payment *(check all that apply)*:
$ _____ ☐ actual ☐ planned	☐ 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

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DISCLOSURE OF LOBBYING ACTIVITIES

CONTINUATION SHEET

Approved by OMB
0348-0046

Reporting Entity: _____ **Page** _____ **of**

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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. **Identity 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 follow up 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.

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Department of Community Services and Development
CSD 279 (Rev. 4/2022)

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 beforethe 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 form to the program e-mail address listed below:

Department of Energy Weatherization Assistance Program: Wx@csd.ca.gov
Community Services Block Grant: csbg.div@csd.ca.gov
Low Income Home Energy Assistance Program: Wx@csd.ca.gov

AGENCY/SUB-AWARDEE INFORMATION

Agency Name		
Program Type **(Check One)**	☐**CSBG** ☐**LIHEAP** ☐**DOE WAP** ☐**OTHER** _____	
Contract Number		
Performance Period(s) (mm/dd/yy - mm/dd/yy)		
Agency Unique Entity ID (SAM.gov) **NEW**		
Agency Primary Contact Information *(person responsible for completing thisform)*	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:	

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Department of Community Services and Development
CSD 279 (Rev. 4/2022)

Place of Performance *(where program funds are primarily spent, if different from agency location above)*	Mailing 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, you are now finished completing this form.)	
Five Highest Compensated Executives/Employees	Name	
	Compensation	
	Name	
	Compensation	
	Name	
	Compensation	
	Name	
	Compensation	
	Name	
	Compensation	

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Description of Information Requested

Place of Performance

Address represents where the prime recipient is performing the majority of work funded. If the award fundsmultiple 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 aregreater than $25 million annually; and

b) Compensation information is not readily available through reporting to the to the IRS on a Form 990 (section6104 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 Entity ID (UEI Number)	
On April 4, 2022, the D-U-N-S® Number will be removed and the Unique Entity ID (SAM) will be the authoritative identifier. This ID is used within SAM.gov and other government award and financial systems to identify a unique entity. The transition to the Unique Entity ID (SAM) is a federal governmentwide initiative.	https://sam.gov/content/home https://gsa.gov/entityid
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.fsrs.gov/

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SUBVENTION CONTRACT

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SUBVENTION CONTRACT

PREAMBLE

This subvention Contract, for the implementation of the Supplemental Low-Income Home Energy Assistance Program (SLIHEAP) funded under the Infrastructure Investment and Jobs Act in program year 2023 ("Contract"), is entered into between the Department of Community Services and Development ("CSD" or "Department") and the contractor named on Form STD. 213, the face sheet of this document ("Contractor") and shall be enforceable on the date last signed.

NOW THEREFORE, in consideration of the promises and of the mutual agreements and covenants hereinafter set forth, CSD and Contractor hereby agree as follows:

ARTICLE 1 - SCOPE OF WORK

1.1 General

1.1.1 Contractor shall provide Supplemental Home Energy Assistance Program (SHEAP) 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 Public Law 117-58 (Title VII of the Infrastructure Investment and Jobs Act of 2021), 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 administer SLIHEAP 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 SLIHEAP Catalog of Federal Domestic Assistance number is 93.568. The award is fully funded through the United States Department of Health and Human Services (HHS).

1.2 Service Area

1.2.1 The services shall be performed in the Service Territory comprised of the following service area(s):

The 2023 SLIHEAP Numbers, Contractors, and Service Territories listing may be accessed under the Supporting Documents section at https://agencies.csd.ca.gov/home/Energy/Pages/Contracts.aspx.

1.2.2 Contractors that provide services in Los Angeles and San Diego counties shall refer to the ZIP Codes listing located at under the Supporting Documents section

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https://agencies.csd.ca.gov/home/Energy/Pages/Contracts.aspx to determine the zip codes for their respective area.

1.3 Term and Amount of Contract

1.3.1 The term of this Contract shall be for the period represented on the face sheet (Form STD 213). Contractor shall perform all work under this contract prior to, or up to December 31, 2023, in accordance with Article 9.5 section 9.5.2, 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 "Wood Propane and Oil (WPO)" and "Utility Assistance" portions attributable to Contractor's service area(s).

1.3.3 WPO and Utility Assistance funding, as defined in Article 12, 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 Contract involves funding for SLIHEAP services provided by Contractor in multiple counties or service areas.

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 Infrastructure Investment and Jobs Act of 2021 (Public Law 117-58);

1.5.1.2 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);

1.5.1.3 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

1.5.1.4 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

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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 SLIHEAP, 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 SLIHEAP;

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 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;

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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 (incorporated by referenced in Article 7.2);

1.5.5.1.7 SLIHEAP Production Plan (CSD 622) (referenced in Article 5.7); and

1.5.5.1.8 Agency Staff and Board Roster (CSD 188).

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1.5.5.2 All required 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 10, Section 10.1, "Certifications" of this Contract.

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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 11 of this Contract and are fully binding on the parties in accordance with state law.

2.2 Contractor's Option of Termination

2.2.1 Notwithstanding the provisions of Section 1.5.3, Contractor may, at Contractor's sole option, elect to terminate this contract rather than adhere to the procedures set out in Section 1.5.3, should Contractor determine that any subsequent program guidance or proposed amendment to the contract is unjustifiably onerous or otherwise counter to Contractor's legitimate business interests and ability to implement the Contract in an effective and reasonable manner, PROVIDED:

2.2.1.1 The notice of termination is in writing, delivered by U.S. Certified Mail, Return Receipt Requested, and will be effective 30 calendar days after receipt by CSD; and

2.2.1.2 The notice contains a statement of the reasons for termination with reference to the specific provision(s) in the program guidance or proposed amendment in question.

2.2.2 Contractor shall be entitled to reimbursement for all allowable costs incurred prior to termination of the contract. Such reimbursement shall be in accordance with the program guidance and contract provisions in effect at the time the cost was incurred.

2.2.3 Contractor shall, within 60 calendar days of termination, close-out the contract in accordance with contractual close-out procedures.

2.2.4 CSD may at its option procure a temporary replacement provider, and may at its option, designate a permanent replacement provider for Contractor's service area in accordance with federal and state law.

2.3 Budget Contingencies

2.3.1 Federal Budget Contingency

2.3.1.1 Because of uncertainty in the federal budget process, this Contract may be executed before the availability and amounts of federal funding can be ascertained, in order to minimize delays in the provision of services and the distribution of funds. The obligations of the parties under this Contract

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are expressly contingent on adequate funding being made available to CSD by the United States government.

2.3.1.2 If federal funding for any fiscal year is reduced to such degree that CSD reasonably determines that the program cannot be implemented effectively, CSD shall at its sole discretion have the option either to terminate this Contract upon written notice to Contractor or, in the alternative, to offer an amendment addressing the reduced funding. If the parties fail to reach an agreement on such amendment, CSD may at its option give written notice of termination without further obligation by either party except for contract close-out obligations and final settlement.

2.3.1.3 If federal funding authorities condition funding on any obligations, restrictions, limitations, or conditions not in existence when this Contract was executed, this Contract shall be amended by mutual agreement for compliance with such obligations, restrictions, limitations or conditions. Failure of the parties to reach an agreement on such amendment shall render this Contract without force and effect.

2.3.1.4 Subject to the provisions of subsection 2.3.1.2, CSD shall authorize expenditures of funds under this Contract based on any Continuing Resolution appropriations that are adequate for the purpose. CSD shall notify the Contractor in writing of authorized interval funding levels.

2.3.2 State Budget Contingency

2.3.2.1 If funds are not appropriated for implementation of SLIHEAP 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.

Article 3 – Agreement Changes

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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

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.

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3.2 Minor Modifications

3.2.1 Contractor may request modifications to make minor adjustments during the contract term. Minor Modifications shall not affect the Maximum Amount payable under this Contract.

3.2.2 Minor Modifications shall not alter the maximum limits established for specific budget line items, e.g., administrative costs, Assurance 16, intake, outreach, and training and technical assistance costs, except as otherwise provided herein.

3.2.3 Allowable modifications to this Contract include the minor budget modifications and expenditure requirements, specified in Article 5.

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ARTICLE 4 -ADMINISTRATIVE POLICIES AND PROCEDURES

4.1 Board Roster, By Laws, Resolution, and Minutes

4.1.1 Contractor shall submit to CSD an Agency Staff and Board Roster form (CSD 188) listing the current Agency Staff and roster of members of its governing board, including contact information for each board member at a location other than the Contractor's offices, and the most recent version of the organizational bylaws. Contractor is responsible to notify CSD of any changes to the Executive Director, Program Manager, Chief Financial Officer and board roster within 30 calendar days of such occurrence.

4.1.2 Contractor's governing board must authorize the execution of this Contract. Contractor has the option of demonstrating such authority by the signature of a Board member, affixed to the signature page of this Contract, or by any lawful delegation of such authority that is consistent with Contractor's bylaws.

4.1.3 Where Contractor elects to delegate the signing authority to the chief executive officer or designated officials, CSD will accept either a resolution specific to this Contract or a resolution passed by the governing board that applies to any contract entered into by Contractor. Where Contractor provides a general resolution, Contractor shall maintain documentation that the chief executive officer provided timely and effective communication of the execution and terms of this Contract to the Board. Either a specific or current general resolution must be on file with CSD before execution of this Contract by CSD.

4.1.4 If the Contractor's board is both tripartite and advisory to the elected members governing a local government, the Contractor shall submit to CSD the approved minutes from any meeting of the elected officials where matters relating to this Contract are heard, including but not limited to discussions about or decisions affecting SLIHEAP. 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;

4.2.2 Limited access to agency assets to authorized personnel who require these assets in

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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 4.4.1.3, showing substitute coverage has been obtained or alternative

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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 any changes from the prior year, CSD will accept a certified letter signed

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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 compliance with general liability insurance requirements.

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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 credentials (i.e., no login account sharing). Upon departure of personnel with assigned credentials, the Contractor will remove the employee's

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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 parties and may not be shared with anyone else or used without written consent of the owner.

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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 SLIHEAP 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 shall not be reimbursed for out-of-state travel. Contractor's employee travel costs and per diem reimbursement rates shall be reimbursed in accordance with Contractor's written policies and procedures not to exceed federal per diem requirements and are subject to the requirements of the Uniform Administrative

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Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR Part 75, including 45 CFR § 75.474).

4.6.2 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 SLIHEAP and the implementation of this Contract shall have any personal financial interest in such activity or function or otherwise personally benefit or gain from the activity or function.

4.7.4 Contractor shall establish safeguards to prohibit its employees or its officers from using their positions for a purpose that could result in private gain or that gives the appearance of being motivated for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

Contractor shall not provide SLIHEAP benefits in situations where an actual or perceived conflict of interest exists, unless the activity is explicitly allowed under

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Contractor's conflict of interest policies and procedures that are compliant with federal requirements.

4.8 Procurement Standards

4.8.1 Contract Administration

4.8.1.1 *Maintenance of written procurement procedures.* Contractor shall administer this Contract in accordance with all federal and state rules and regulations governing LIHEAP block grants pertaining to procurement, including the Code of Federal Regulations' Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards and amendments thereto, consistent with the general Code of Federal Regulations compliance requirement in Section 1.5, Article 1 of this Contract 45 CFR Part 75, and pursuant to CPA-A-12-01. Contractor shall establish, maintain, and follow written procurement procedures consistent with the procurement standards in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR Part 75) or any subsequent amendments to these standards, and the applicable provisions in this Contract, including but not limited to a code of conduct for the award and administration of contracts and a procedure that provides, to the maximum extent practical, open and free competition.

4.8.1.2 *Eligible Bidders.* Contractor shall not permit any organizational conflicts 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

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cost analysis, in accordance with federal and state law, for the procurement of materials, supplies, equipment, or services.

4.8.1.5 *Non-Competitive bid justification.* If a service or product is of a unique nature, is in response to a public exigency or emergency, or more than one potential vendor/provider cannot reasonably be identified, Contractor shall document adequate justification for the absence of competitive bidding. "Adequate justification" must include but is not limited to:

4.8.1.5.1 Explanation of why the acquisition of goods or services is limited to one vendor or supplier;

4.8.1.5.2 Description of sole vendor/supplier's unique qualifications to provide the goods or services in question; and

4.8.1.5.3 Analysis of cost(s) to demonstrate reasonability.

4.8.1.6 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.

4.8.1.7 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.

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4.10 Subcontracts

4.10.1 Contractor may enter into subcontract(s) to provide services pursuant to this Contract in the service area(s) specified in Section 1.2 of Article 1. Subcontracts must require that parties comply with all applicable provisions of this Contract. Such requirement shall not relieve Contractor from any performance obligation created herein, nor from liability for a subcontractor's failure of performance.

4.10.2 If Contractor elects to subcontract for services, the Contractor's Board authorization and approval must be obtained and communicated to CSD in writing together with notice of execution of the subcontract as provided in Section 4.10.3. Contractor's Board, through a resolution or other official documentation, may elect to delegate the signing authority for the approval of subcontractors to the Chief Executive Officer or designated authority unless such delegation is set forth in the bylaws of the agency and a copy of the provision is communicated to CSD.

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

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Requirements for HHS Awards (45 CFR Part 75).

4.10.7 Contractor shall notify subcontractor(s) in writing within five business days of such action in the event CSD suspends, terminates, and/or makes changes to services to be performed that materially alter the obligation of the subcontractor under this Contract.

4.10.8 Contractor is liable for the failure of performance of the terms, conditions, assurances, and certifications of this Contract, without recourse against CSD over matters involving subcontracts entered into for the implementation of this Contract, including but not limited to disputes, claims, or other legal action for breach of contract, negligence, torts, or criminal acts and other misconduct.

4.10.9 Nothing in this Contract creates or implies a contractual relationship between CSD and any subcontractor or creates any obligation by CSD to any subcontractor. Contractor is liable to CSD for damages to CSD for the acts and omissions of its 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 SLIHEAP. 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.

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4.11.4 CSD shall immediately be notified if the Contractor has reason to believe that the complainant will contact the media, a State or Federal oversight agency, or the Governor's Office regarding the complaint.

4.12 Fair Hearing Process for Applications for Denial of Benefits by Contractor

4.12.1 Contractor shall establish a written appeals process to enable applicants who are denied benefits or services, or who receive untimely response or unsatisfactory performance, the right to appeal the decision or performance to the Contractor. Contractor's process shall include, at a minimum, all of the requirements of 22 CCR § 100805 (b) plus:

4.12.1.1 Provisions that ensure that each applicant is notified in writing of the right to appeal a denial of or untimely response to an application, or to appeal 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 SLIHEAP 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,

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subcontractors, clients, or other parties affiliated with Contractor, concerning the misuse of SLIHEAP funds.

4.13.2 Contractor shall provide employees, subcontractors, clients, and other parties affiliated with the Contractor the information necessary to report fraud, waste, and abuse to the U.S. Department of Health and Human Services Office of Inspector General Fraud hotline.

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SUBVENTION CONTRACT

FINANCIAL REQUIREMENTS

ARTICLE 5 - ADMINISTRATIVE AND PROGRAM EXPENDITURES REQUIREMENTS

5.1 Budget Guidelines

5.1.1 Budget and Allocation Forms

5.1.1.1 Upon execution of this Contract, CSD shall release the 2023 SLIHEAP allocation as reflected in the allocation spreadsheet.

5.1.1.2 If the SLIHEAP 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 within Service Territories;

5.1.2.2 Transferring funds to increase or decrease the WPO total allocation (ECIP WPO or HEAP WPO);

5.1.2.3 Fund Transfer in Service Territory with Multi-Service Areas

If Contractor transfers funds from Administrative, Intake, Outreach, and other Support costs to WPO/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 Utility

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Assistance funds shall be limited to fund transfer from Service Area(s) that benefited from the preceding transfer.

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.

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

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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 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 SLIHEAP advances shall be accounted for and expended pursuant to 2 CFR § 200.305(b)(9) (45 CFR § 75.305(b)(9)); and

5.3.1.1.4 Non-advance Payments and Offsets. If Contractor elects not to request a WCA, payment for allowable expenses under this Contract shall be made upon approval by CSD of Contractor's monthly Expenditure Activity Report. If Contractor owes CSD any outstanding balances for overpayments under any contract, current or previous, the balance may be offset, based on arrangements made with the Contractor.

5.3.1.2 Contractor shall adhere to the WCA Requirements outlined in CPN-E-19-001, which is available online at: https://agencies.csd.ca.gov/home/Energy/Pages/CPNCPA-Energy.aspx.

5.3.2 WCA Limits

Pursuant to 22 CCR § 100840 (a) the total amount advanced to Contractor at any time, in the form of a WCA, shall not exceed 25% of Contractor's total contract amount, excluding the Utility Assistance allocation amount. If the WCA request exceeds the remaining balance, then CSD shall only provide Contractor with the

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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 SLIHEAP 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 SLIHEAP grant award.

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 SLIHEAP 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 SLIHEAP contract(s).

5.4.3.4 If Contractor has generated program income with leveraged funding source(s) in addition to SLIHEAP, the SLIHEAP portion of rollover program income must be tracked by Contractor and can be used for allowable SLIHEAP 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

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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 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.

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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, 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 Contractor's acquisition costs shall not exceed $10,000 per unit cost.

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.

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5.6.3.3 Intake

Intake shall be allocated at 8% of the ECIP/HEAP and Utility Assistance Budgets based on the total Contract allocation as set forth in the allocation spreadsheet Reimbursement shall not exceed these limits and shall be reimbursed at actual cost. 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 ECIP/HEAP and Utility Assistance budgets based on the total Contract allocation as set forth in the allocation spreadsheet. Reimbursement shall not exceed these limits and shall be reimbursed at actual cost.

5.6.3.5 Training and Technical Assistance

Training and technical assistance shall be allocated up to 2% of the total ECIP/HEAP allocation based on the total contract allocation as set forth in the allocation spreadsheet. Training and technical assistance shall not exceed these limits and shall be reimbursed at actual cost.

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.

5.6.3.5.3 Training may include, but is not limited to, internal contractor training, 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, related workshops sponsored by utility companies, or CSD training. CSD training may include Local Service Provider's Meetings and Association of California Community and Energy Services Roundtable Meetings, and/or other organizations offering a component of WPO or Utility Assistance training, and/or is necessary to carry out the direct delivery of services.

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5.6.3.6 Acquisition Costs

5.6.3.6.1 Minor Equipment Less Than $10,000 – Acquisition Costs.

Minor 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 Acquisition costs shall not exceed $10,000 per unit cost.

5.6.3.7 Liability Insurance

Liability Insurance shall mean those actual costs allocated for insurance bonds, general liability, vehicle insurance, and pollution occurrence insurance (if applicable).

5.6.3.8 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.

5.6.3.9 Automation Costs

5.6.3.9.1 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, 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.

5.6.3.9.2 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.

5.6.3.9.3 Contractor shall report all automation and IT expenditures

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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 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).

5.6.3.9.4 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.

5.6.3.9.5 CSD System-related IT costs charged to the AC shall be submitted for reimbursement in accordance with CSD's normal reporting and accounting procedures.

5.6.3.9.6 CSD System-related IT costs that exceed the maximum AC amount of $50,000 may not be reimbursed by CSD.

5.6.3.9.7 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.

5.6.3.9.8 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:

5.6.3.9.8.1 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;

5.6.3.9.8.2 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

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of a revised AC plan; and

5.6.3.9.8.3 Systems and services procured by Contractor in order to obtain and implement CAP 60 ©, Hancock™ or ServTraq© system shall be conducted in compliance with Contractor's procurement policy and with all applicable SLIHEAP 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.

5.7 Service Area Expenditures Requirements

5.7.1 For purposes of this section the following definitions apply:

"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 SLIHEAP 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 SLIHEAP Allocation Spreadsheet attached to this Contract.

5.7.2 This section shall apply to Contractor if any of the following pertain:

5.7.2.1 This Contract involves funding for SLIHEAP services provided by

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Contractor in multiple Service Areas;

5.7.2.2 Contractor provides only some of the SLIHEAP 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 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).

5.7.3.2 Contractor shall, as requested by CSD, submit a SLIHEAP Production Plan estimating the number of households served by the designated allocation for each Target Service Area, , 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.

5.7.4 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.

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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 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, DOE and other CSD Program funds and services are provided concurrently for the same applicant.

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.

5.8.3.3 Tank Repair

Contractor may claim reimbursement for the cost of tank repair separate from the HEAP WPO, ECIP WPO and Supplemental WPO payment as outlined in CPA E-21-04 WPO Benefit Formula Implementation and subsequent CPA modifications.

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ARTICLE 6 - REPORTING POLICIES AND PROCEDURES

6.1 Reporting Requirements

6.1.1 General

6.1.1.1 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.

6.1.1.1.1 Expenditures for Admin, Assurance 16, Intake, ECIP WPO, HEAP WPO, and EHA-16 program costs shall be reimbursed through the SLIHEAP Monthly EHA 16 Expenditure Activity Report via EARS.

6.1.1.1.2 Contractor shall submit adjustments in accordance with CPN-E-19-002.

6.1.1.1.3 Payment to Contractor for any given month shall be contingent upon receipt and approval by CSD of the preceding monthly submission.

6.1.1.2 Contractor shall submit client details electronically to CORE for ECIP Fast Track, HEAP Electric and Gas, ECIP WPO, and HEAP WPO.

Contractor shall submit to CORE, applications that have received a pledge for ECIP Fast Track or HEAP Electric and Gas to CORE, within the timeframe specified in the Direct Pay Utility Pledge Timeframe document located on the contract page of the CSD Local Agencies Portal.

6.1.1.3 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.

6.1.1.4 Reporting System Requirements

6.1.1.4.1 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

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the Contract such as but not limited to adjustments to the Expenditure Activity Report layout, adding or deleting measures and adjusting eligibility guidelines.

6.1.1.4.2 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 Utility and Water Assistance Data Transfer Business Rules. The most current Utility and Water Assistance Data Transfer Business Rules are located on the CSD Local Agencies Portal on the System Specification website page.

6.1.2 CSD Review and Approval of Reports

6.1.2.1 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.

6.1.2.2 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.

6.1.3 Close-out Report

6.1.3.1 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 60 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 60 calendar days of final expenditure.

6.1.3.1.1 Administrative costs, outreach, intake, Assurance 16, Training and Technical Assistance shall not exceed the maximum allowable amounts.

6.1.3.1.2 Administrative and Assurance 16 costs shall remain proportionate to the cumulative allowable program expenditures for WPO and Utility Assistance. Any Administrative and Assurance 16 costs that exceed these limits shall be disallowed.

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6.1.3.1.3 Subsequent payments, including advance payments, for SLIHEAP or other CSD contracts may be withheld, absent timely receipt of the close-out report of this Contract.

6.1.3.2 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 60 calendar days after Contractor fully expends or the end of the Contract term.

6.1.3.3 The close-out report shall include the following:

6.1.3.3.1 Close-out checklist with authorized signature (CSD 733);

6.1.3.3.2 Interest and Program Income Earned Reconciliation Report (CSD 733F);

6.1.3.3.3 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

6.1.3.3.4 Equipment Inventory Schedule (CSD 733G).

6.1.3.4 Interest and Program Income-Earned

Contractor shall use a CSD 733F, SLIHEAP 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.

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SUBVENTION CONTRACT

PROGRAMMATIC REQUIREMENTS

ARTICLE 7 - PROGRAM POLICIES AND PROCEDURES

7.1 Program Standards and Regulatory Requirements

7.1.1 Program Standards

7.1.1.1 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:

7.1.1.1.1 ECIP Policy and Procedures;

7.1.1.1.2 Official State and Federal Program Notices and Guidance Documents;

7.1.1.1.3 Current Eligibility and Verification Guide; and

7.1.1.1.4 Utility Assistance and Water Data Transfer Business Rules.

7.1.1.2 Upon signing the CSD contract, Contractor is acknowledging receipt of all current technical manuals, policies, and protocols.

7.2 Prioritization of Services

7.2.1 Contractor assures that ECIP (Fast Track and WPO) and HEAP activities are conducted in accordance with the current Agency Local Plan, hereby incorporated by reference.

7.2.2 Contractor assures 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 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.

7.3 Service Priority Guidelines

7.3.1 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 current Agency Local Plan.

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7.3.2 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 current Agency Local Plan in Article 13.

7.3.3 Due to limited funding, contractors are discouraged from providing energy assistance benefits to households with substantial credit(s) on its utility bills.

7.3.4 Equitable Treatment

Contractor shall ensure that owners and renters receive equitable treatment under this program.

7.4 Outreach and Intake Activity Guidelines

7.4.1 Outreach

Contractor shall perform appropriate outreach activities to ensure that households in the service area(s) are informed about all SLIHEAP services and have an opportunity to apply for such services.

7.4.2 Intake

Contractor shall use intake program funds for determining eligibility of applicants seeking SLIHEAP services. Services include the process of completing an intake application and reviewing applicant documentation. Contractor shall:

7.4.2.1 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;

7.4.2.2 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 SLIHEAP 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;

7.4.2.3 Accept applications for assistance during regular business hours;

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7.4.2.4 Accept applications for ECIP Fast Track and WPO at sites that are geographically accessible to all households in the area served by Contractor;

7.4.2.5 Provide low-income individuals who are physically infirm with the means to submit applications for HEAP and ECIP without leaving their residences;

7.4.2.6 All sites where intake is conducted must be accessible to the disabled;

7.4.2.7 Contractor shall utilize the Energy Intake Form (CSD 43), or approved Contractor's equivalent, as a multipurpose form for referrals to the SLIHEAP Weatherization program, the ECIP EHCS program, HEAP program, and DOE program; and

7.4.2.8 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 be provided to a potential client upon request, whether or not a prescreening process is employed.

7.4.3 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.

7.4.3.1 If approved, the notice shall indicate the nature and an approximate timeframe in which the utility assistance payment will be provided and 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.

7.4.3.2 If denied, the notice shall indicate the reason for the denial and information regarding the appeal process.

7.4.3.3 If incomplete, the notice shall indicate what additional information or documentation is required.

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7.4.3.4 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 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.

7.5.1 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 the current Agency Local Plan in Article 13.

7.5.2 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 current Agency Local Plan in Article 13. As a minimum Contractor shall include the following:

7.5.2.1 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;

7.5.2.2 Written information that describes energy-saving behavioral adjustments that will decrease the energy consumption of the household; and

7.5.2.3 Resource information, referral, family, and budget counseling in order to assist clients in achieving self-sufficiency.

7.5.3 Coordination

7.5.3.1 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

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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.

7.5.3.2 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.

7.6 Record-Keeping Responsibilities

7.6.1 Contractor shall maintain client intake/needs assessment form(s) for 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.

7.6.2 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.

7.6.3 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.

7.6.4 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:

7.6.4.1 For Public Agencies only: Statement of Citizenship, Alienage and Immigration Status for Public Benefits, (CSD 600), and supporting documents;

7.6.4.2 Energy Intake Form (CSD 43) or approved Contractor's equivalent.

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Priority points must be written in the designated space on the Intake form;

7.6.4.3 Utility/energy bill(s) for all sources of energy used by qualified households;

7.6.4.4 Documentation supporting eligibility in accordance with the Eligibility and Verification Guide;

7.6.4.5 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;

7.6.4.6 Client denial or approval notification; and

7.6.4.7 Client/Customer Consent Form and Authorization (CSD 081) – Only requested when the client is not the account holder of the utility bill.

7.6.5 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:

7.6.5.1 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 8.2 in subsection 8.2.3.3; and

7.6.5.2 Documentation substantiating the portion of rent that is allocated toward energy costs.

7.6.6 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.

7.6.7 Automation

Contractor shall use an automated application system capable of supporting SLIHEAP's (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

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the data in accordance with CSD's Utility Assistance and Water Data Transfer Rules layout found at https://agencies.csd.ca.gov/home/Energy/Pages/Resources.aspx. Contractor shall adhere to best practices and perform a daily backup of all client data/application systems that capture SLIHEAP service detail.

7.6.7.1 Contractor shall also be responsible for monitoring the CORE online reports and for resolving payment issue(s) related to the delivery of benefits. The Agency Allocations/System Maintenance screen shall display historical and current detail level of program allocation information, summarizing Contractor's annual program allocation, expenditures, and returned benefits eligible for reissuance, if any. The Variance Report shall display the detail level of benefit information whereby the eligible benefit amount differs from the paid benefit amount. For resolution of partial credit returns, Contractor shall be responsible for following up with the client to resolve payment issue(s) and for providing CSD with the necessary information to reissue benefit(s). For full credit returns and warrant redeposits, Contractor shall be responsible for resolving and updating client data in CORE to reissue benefit(s).

7.6.7.2 Utilizing reporting options available within the CORE On-Line System, Contractor shall be responsible for generating HEAP and ECIP (Fast Track) reports to attain data specific to the following: rejected records, intake data, client and payment status, expenditures and current allocation balance, returned benefits, summarized county energy costs and burden, and a year-to-date goal status.

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SUBVENTION CONTRACT

ARTICLE 8 - PROGRAM IMPLEMENTATION

8.1 HEAP/WPO Activity Guidelines

8.1.1 Applicant Eligibility

8.1.1.1 Assistance shall be available only to households with incomes that do not exceed an amount equal to 60% of the State median income.

8.1.1.2 Income verification must be for one month. For acceptable types of documentation and processing timeframes, refer to the current LIHEAP Eligibility and Verification Guide at https://agencies.csd.ca.gov/home/Energy/Pages/Contracts.aspx.

8.1.1.3 Contractor shall collect copies of all of the household's energy utility bills for the current month, and if applicable, receipt(s) for WPO to determine the client's energy burden.

8.1.2 Eligible households may receive only one ECIP Fast Track/WPO, or HEAP/WPO payment per program year. However, Contractor can use program income to provide a supplemental ECIP Fast Track/WPO or HEAP/WPO for clients experiencing an extenuating circumstance. In addition to receiving one ECIP (Fast Track/WPO) or HEAP/WPO payment and/or supplemental program income benefit payment.

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 services and goods provided are reasonable and within fair market value.

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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 Energy Crisis Intervention Program (ECIP) Services Activity Guidelines

8.2.1 Purpose of ECIP Funds

ECIP funds may only be used to resolve emergencies that fit the federal definition [42 USC § 8622(1)], including:

8.2.1.1 A natural disaster (whether or not officially declared),

8.2.1.2 A significant home energy supply shortage or disruption,

8.2.1.3 An official declaration of a significant increase in:

8.2.1.3.1 Home energy costs;

8.2.1.3.2 Home energy disconnections;

8.2.1.3.3 Enrollment in public benefit programs; or

8.2.1.3.4 Unemployment and layoffs.

8.2.1.4 An official emergency declaration by the Secretary of Health and Human Services.

8.2.1.5 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.

8.2.2 Capacity and Responsibility to Provide Emergency Assistance

8.2.2.1 In accordance with federal and state law and ECIP Policy and Procedures, Contractor must be qualified and capable of carrying out an energy crisis

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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:

8.2.2.1.1 Within 48 hours after a household applies and is determined to be eligible for ECIP, provide assistance in the form of a payment guarantee to the appropriate gas or electric vendor or a WPO payment that will resolve the energy crisis; and

8.2.2.1.2 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.

8.2.2.2 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.

8.2.2.3 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.

8.2.3 ECIP Fast Track and WPO

8.2.3.1 ECIP Fast Track and WPO Services shall be provided in accordance with the current Agency Local Plan in Article 13.

8.2.3.2 Applicant Eligibility

8.2.3.2.1 Assistance shall be available only to households with incomes that do not exceed an amount equal to 60% of the State median income.

8.2.3.2.2 Income verification must be for one month and current within

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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.

8.2.3.2.3 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.

8.2.3.2.4 Conditions for ECIP services must meet the criteria for an emergency as defined in 42 USC §8622 (1), ECIP Policy and Procedures and Article 12, Definitions.

8.2.3.2.5 ECIP Fast Track Utility Assistance

8.2.3.2.5.1 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.

8.2.3.2.5.2 For purposes of the present Section 8.2.3, 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).

8.2.3.2.6 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:

8.2.3.2.6.1 Proof of utility shutoff notice;

8.2.3.2.6.2 Proof of energy termination;

8.2.3.2.6.3 Insufficient funds to establish a new energy account;

8.2.3.2.6.4 Insufficient funds to pay a delinquent utility bill;

8.2.3.2.6.5 Insufficient funds to pay for essential firewood, oil, or propane; or

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8.2.3.2.6.6 CSD further defines WPO crisis as 30 days or less of fuel.

8.2.3.3 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:

8.2.3.3.1 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.

8.2.3.3.2 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.

8.2.3.3.3 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.

8.2.3.3.4 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.

8.2.3.3.5 Contractor shall review, check for duplicates, and approve applications in accordance with Contractor's approved Agency Local Plan in Article 13 and the current LIHEAP Eligibility and Verification Guide.

8.2.3.4 ECIP Fast Track/WPO Payment Guidelines

8.2.3.4.1 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

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experiencing an extenuating circumstance.

8.2.3.4.2 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.

8.2.3.4.3 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.

8.2.3.4.4 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).

8.2.3.5 ECIP WPO Payment Guidelines Specific

8.2.3.5.1 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.

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

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

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

8.2.3.5.5 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.

8.2.3.5.6 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.

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8.3 ECIP Fast Track and HEAP Electric and Gas Pledge Guidelines

8.3.1 Contractor shall pledge all applications where the Contractor has determined the applicant has a qualifying emergency as specified in subsection 8.2.3.2.6 of Section 8.2, 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.

8.3.2 After a pledge has been made, Contractor shall submit the application to CORE as specified in subsection 6.1.1, of Section 6.1.

8.3.3 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.

8.3.4 If the applicant's pledge amount changes, Contractor shall adjust the pledge amount with the Utility Company.

8.4 Mandatory Training

Contractor must participate in mandatory training such as eligibility start-up training, contract review webinars, monitoring trainings and other trainings CSD deems mandatory. CSD will notice Contractor with a minimum of 10 business days prior to training.

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COMPLIANCE REQUIREMENTS

ARTICLE 9 - COMPLIANCE POLICIES AND PROCEDURES

9.1 Right to Monitor, Audit, and Investigate

9.1.1 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.

9.1.2 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.

9.1.3 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, and 45 CFR Part 75 (including § 75.342 and § 75.352).

9.1.4 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).

9.2 Auditing Standards and Reports

9.2.1 Auditing Standards

9.2.1.1 *Applicability.* The standards set forth in 45 CFR Part 75 Subpart F – Audit Requirements are hereby incorporated by reference.

9.2.1.2 *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 13. The Supplemental Audit Guide may be accessed at https://agencies.csd.ca.gov/home/Energy/Pages/Resources.aspx.

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9.2.2 Audit Reports

9.2.2.1 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.

9.2.2.2 *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.

9.2.2.3 The financial and compliance audit report shall contain the following supplementary financial information: a Schedule of Expenditures of Federal Awards (SEFA) in accordance with 2 CFR § 200.510. All SLIHEAP grants shall be reported separately on the SEFA by program component, i.e., 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.

9.2.3 *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.

9.2.4 *Failure to File IRS Form 990 for Tax-Exempt Organizations* If Contractor fails to file Form 990 timely, Contractor must provide:

9.2.4.1 Evidence of an extension request with an estimated timeframe for submission; or

9.2.4.2 An explanation of why Contractor does not plan to file Form 990.

9.2.5 The audit report(s) and all supplemental financial information must be submitted to the following addresses:

Electronic copy:
audits@csd.ca.gov.

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Printed copy:
Department of Community Services and Development
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 FedEx:

State Controller's Office
Division of Audits
Financial Audits Bureau/Single Audits Unit
3301 C Street, Suite 700
Sacramento, CA 95816

9.2.6 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*:

9.2.6.1 Temporarily withhold cash payments pending correction of the deficiency by Contractor or more severe enforcement action by the Federal awarding agency;

9.2.6.2 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;

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9.2.6.3 Wholly or partly suspend or terminate the Federal award;

9.2.6.4 Recommend that suspension or debarment proceedings (as authorized under 2 CFR Part 180) be initiated by the Federal awarding agency;

9.2.6.5 Withhold further federal awards; or

9.2.6.6 Take other remedies that may be legally available.

9.2.7 Collection of Disallowed Costs

9.2.7.1 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 Transmittal Report, 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.

9.2.7.2 All statements, notices, responses and demands issued in accordance with this Section 9.2.7 shall be in writing.

9.2.7.3 CSD may, at its discretion, reasonably extend the time periods allowed for responses specified in this Section 9.2.7.

9.3 Compliance Monitoring

9.3.1 As the recipient of federal SLIHEAP 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.

9.3.2 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).

9.3.3 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 SLIHEAP.

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9.3.4 CSD shall provide Contractor reasonable advance notice in writing of on-site and/or in-house monitoring reviews of Contractor's program or fiscal performance.

9.3.5 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.

9.3.6 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.

9.3.7 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.

9.3.8 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 9.3. 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:

9.3.8.1 Upon request, provide a list of clients, for which SLIHEAP 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."

9.3.8.2 With respect to such list of clients, provide CSD and/ or the investigative entities or persons referenced in Section 9.1.1, 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.

9.3.8.3 For purposes of this Section 9.3.8:

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9.3.8.3.1 "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.

9.3.8.3.2 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.

9.3.8.4 It is understood that Contractor has no obligation to provide access to the client files, records, and documents of an Associated Program when no SLIHEAP 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.

9.3.8.5 In the event Contractor is unable to comply with the provisions of subsections 9.3.8.1 or 9.3.8.2 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:

9.3.8.5.1 Contractor has not submitted duplicate billings to both SLIHEAP and Associated Program; or

9.3.8.5.2 Contractor has not otherwise engaged in similar actions in violation of federal or state law.

9.3.9 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.

9.3.10 In the event that CSD determines that Contractor is not in compliance with material or other legal requirements of this Contract, CSD shall provide the observations, recommendations, or findings and request for a corrective action plan to Contractor in writing. Contractor shall submit to CSD a specific action plan for correcting the noncompliance.

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9.3.11 Collection of Disallowed Costs

9.3.11.1 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.

9.3.11.2 *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.

9.3.11.3 *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 9.3.11.2, 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 9.4.4 of this Contract, for CSD's final determination of disallowed costs.

9.3.11.4 All statements, notices, responses and demands issued in accordance with this Section shall be in writing.

9.3.11.5 CSD may, at its discretion, reasonably extend the time periods allowed for responses specified in this Section.

9.4 Enforcement Process - Noncompliance with Requirement of this Contract

9.4.1 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.

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9.4.2 General

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.

9.4.3 Enforcement Action, "High Risk" – Determination and Notice

9.4.3.1 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.

9.4.3.2 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.

9.4.3.3 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:

9.4.3.3.1 Constitutes fraud or gross negligence by Contractor or its agent(s);

9.4.3.3.2 Is likely to result in significant waste and/or abuse of federal funds;

9.4.3.3.3 Has a significant adverse impact on Contractor's ability to meet its administrative, financial, or programmatic duties and

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obligations over the term of the Contract or a significant portion thereof;

9.4.3.3.4 Violates or otherwise disregards significant program guidance and other requirements of the Federal Government, whether issued directly or through CSD;

9.4.3.3.5 May have serious adverse effects and consequences on the Contractor's customers, employees, subcontractors, creditors, suppliers, vendors, or other stakeholders; or

9.4.3.3.6 May otherwise significantly and adversely affect the viability, effectiveness, or integrity of the program.

9.4.4 Special Conditions and Sanctions

9.4.4.1 "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 9.4.3, above.

9.4.4.2 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:

9.4.4.2.1 The nature of the Special Condition(s) and/or Sanction(s) being imposed;

9.4.4.2.2 The reason(s) for imposing Special Condition(s) and/or Sanction(s); and

9.4.4.2.3 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).

9.4.4.3 Special Conditions may include, but are not limited to:

9.4.4.3.1 Obtaining training and/or technical assistance;

9.4.4.3.2 The imposition of special or additional reporting requirements;

9.4.4.3.3 Special or conditional cost reimbursement requirements and procedures;

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9.4.4.3.4 The provision of documentation by Contractor; and/or

9.4.4.3.5 The requirement to amend or modify systems, procedures, and/or policies.

9.4.4.4 Sanctions may include, but are not limited to:

9.4.4.4.1 The suspension of advances and/or reimbursements; and/ or

9.4.4.4.2 The issuance of stop work orders.

9.4.4.5 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:

9.4.4.5.1 Substantial sums to be paid to Contractor have been or will be used in violation of law or the provisions of this Contract; or

9.4.4.5.2 The associated costs are otherwise very likely to be disallowed; and

9.4.4.5.3 If Sanctions are not immediately imposed, taxpayer dollars are at significant risk and are unlikely to be recovered.

9.4.4.6 Review of Special Conditions and/or Sanctions.

9.4.4.6.1 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.

9.4.4.6.2 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.

9.4.4.6.3 Contractor may, within five business days of receipt of Notice of Enforcement Action, request an informal meeting for the parties to consider the merit of the Notice and to discuss alternative courses of action, which meeting CSD may agree to if, in its sole judgment, it determines the meeting would be helpful to the process, can be held expeditiously, and will not unduly cause delay or otherwise increase the risk of loss of taxpayer dollars.

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9.4.4.6.4 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.

9.4.4.6.5 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.

9.4.4.6.6 Special conditions and sanctions shall remain in effect until the hearing procedure is completed, provided, with respect to sanctions, CSD reasonably determines that subsection 9.4.4.5 applies.

9.4.5 Cost Disallowance

9.4.5.1 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.

9.4.5.2 The Statement of Questioned Costs shall include:

9.4.5.2.1 A description of the costs questioned and the specified amount by type or category of costs;

9.4.5.2.2 The reason the costs are questioned, and the information and/ or documentation required to justify payment of the costs; and

9.4.5.2.3 The timeframe and procedures for Contractor's submission of the required information or documentation to CSD.

9.4.5.3 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 conducted shall be shared with Contractor, who shall be given ample

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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 9.4.3 or, if feasible, issue a Notice of Disallowed Costs.

9.4.5.4 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:

9.4.5.4.1 The amount of disallowed costs to be repaid, if any; and

9.4.5.4.2 The date by which repayment must be made or, in the alternative,

9.4.5.4.3 The date by which Contractor must submit a proposed repayment plan for consideration by CSD.

9.4.5.5 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 9.4.4.6. of this section, in a combined proceeding.

9.4.5.6 If Contractor fails to request a hearing to adjudicate cost disallowance, as provided in subsection 9.4.5.5, the Notice of Disallowed Costs shall be deemed final and Contractor shall comply with the provisions of the present Section 9.4.5.

9.4.5.7 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:

9.4.5.7.1 Federal requirements or conditions applicable to the grant(s) under which the disallowed costs were funded;

9.4.5.7.2 The exigencies of the grant program and CSD's ability to reallocate the funds repaid or otherwise dispose of the funds in accordance with applicable law;

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9.4.5.7.3 The risk of being unable to recover funding and the options for securing Contractor's repayment obligation; and

9.4.5.7.4 Contractor's financial condition and ability to pay.

9.4.6 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.

9.4.7 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.

9.4.8 Lien rights

The State retains lien rights on all funds advanced.

9.5 Service Delivery and Expenditure Requirements

9.5.1 Service Delivery and Expenditure of Funds

9.5.1.1 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 SLIHEAP 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.

9.5.1.2 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 applicable remedies as provided in Section 9.4, "Enforcement Process –

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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.

9.5.2 Contractor Expenditure and Reporting Requirements

Contractor shall be at 99% expenditure of the Contract by December 31, 2023.

9.5.2.1 CSD will monitor Contractor's expenditures to evaluate compliance with meeting expenditure requirement by December 31, 2023 for each program category, including capped budget items.

9.5.2.2 Contractor shall submit timely expenditure reports, that allow CSD to evaluate Contractor's ability to meet the December 31, 2023, expenditure date requirement. Based upon these reports, CSD may determine that Contractor has not met the expenditure requirement and is out of compliance with this Contract.

9.5.2.3 Should the Contractor's actual expenditure trend indicate the Contractor is unlikely to expend at least 99% by December 31, 2023CSD will notify the Contractor no later than December 11, 2023 requesting the Contractor submit a request to expend beyond December 31, 2023.

9.5.3 Contractor's Upcoming Program Year SLIHEAP Performance Allocation Methodology

CSD shall determine Contractors upcoming program year SLIHEAP Contract Allocation Methodology based on performance expenditure requirements in Section 9.5.2. and distributed according to the following criteria:

9.5.3.1 Category A: If Contractor meets the performance requirements by December 31, 2023 and reported no later than January 31, 2024 , Contractor will receive their full allocation and a percentage of any redistributed funds not allocated to another contractor that fall into Category C, in Section 9.5.3.2.

9.5.3.2 Category C: If Contractor does not expend at least 99 percent of their allocation by December 31, 2023 and reported no later than January 31, 2024, the 2024 SLIHEAP allocation will be offset by the balances remaining as of the December 31, 2023 expenditure period reported no later than January 31, 2024.

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SUBVENTION CONTRACT

CERTIFICATIONS AND ASSURANCES

ARTICLE 10 - FEDERAL AND STATE POLICY PROVISIONS

10.1 Certifications

10.1.1 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:

10.1.1.1 Drug-Free Workplace Requirements, Contractor Certification Clauses 04/2017 (CCC-04/2017)

10.1.1.2 National Labor Relations Board Certification (CCC-04/2017)

10.1.1.3 Expatriate Corporations (CCC-04/2017)

10.1.1.4 Domestic Partners (CCC-04/2017)

10.1.1.5 Labor Code/Workers' Compensation (CCC-04/2017)

10.1.1.6 Americans with Disabilities Act (CCC-04/2017)

10.1.1.7 Contractor Name Change (CCC-04/2017)

10.1.1.8 Resolution (CCC-04/2017)

10.1.1.9 Air or Water Pollution Violation (CCC-04/2017)

10.1.1.10 Safeguarding Access to State Data (Department of Finance, Budget Letter 04-35)

10.1.1.11 Safeguarding Against and Responding to a Breach of Security Involving Personal Information (Office of Information Security and Privacy Protection, Management Memo 08-11).

10.1.2 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.

10.1.3 Executive Order N-6-22 – Russia Sanctions. On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to

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terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

10.2 Provisions for Federally Funded Grants

10.2.1 Contractor certifies that it possesses legal authority to apply to the State for SLIHEAP funds and assures compliance with the purposes as set forth in 42 USC §§ 8621 et seq., as amended.

10.2.2 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.

10.2.3 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)).

10.2.4 Federal Funding Accountability and Transparency Act reporting requirement (FFATA) (Pub. L. 109-282).

Pursuant to the FFATA, CSD is required to report information regarding contractors (sub-awardees) receiving LIHEAP funds. Contractor must complete CSD form 279 and return with the Contract to enable CSD to comply with FFATA reporting requirements.

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CSD may issue guidance and/or Amendment(s) to this Contract, establishing additional reporting requirements as necessary to ensure compliance with the FFATA or other Federal and State regulations, as applicable.

10.2.5 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 organization. This salary limitation also applies to subawards, contracts, and subcontracts under an ACF grant or cooperative agreement.

10.2.5.1 Federal Funds Accountability and Transparency Act (FFATA) Requirements. Awards under these programs are included under the provisions of P.L. 109-282, the "Federal Funds Accountability and Transparency Act of 2006" (FFATA). Under this statute, the grant recipient is required to report information regarding executive compensation and all subawards, contracts, and subcontracts in excess of $25,000 through the Federal Subaward Reporting System (https://www.fsrs.gov/) and in accordance with the terms found in Federal regulations at 2 CFR Part 170, including Appendix A.

10.2.6 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.

10.2.7 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).

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10.3 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:

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

10.3.2 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;

10.3.3 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 10.3.2 above of this certification; and

10.3.4 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.

10.3.5 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.

10.3.6 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.

10.4 Affirmative Action Compliance

10.4.1 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.

10.4.2 The written program shall follow the Equal Employment Opportunity clause

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obligations set forth in Title 41 of the Code of Federal Regulations, Section 60-1.40 through 60-1.47, Sections 60-2.10 through 60-2.32, and Sections 60-741.40 through 60-741.47.

10.4.3 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.

10.5 Nondiscrimination Compliance

10.5.1 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.

10.5.2 Contractor hereby certifies compliance with the following:

10.5.2.1 Federal Executive Order 11246, as amended by Executive Order 11375, relating to equal employment opportunity;

10.5.2.2 Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 USC §§ 2000d et seq. and 2000e et seq.);

10.5.2.3 The Rehabilitation Act of 1973, as amended (29 USC §§ 701 et seq.);

10.5.2.4 Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended (38 USC § 4211 et seq.; 41 CFR Part 60-300);

10.5.2.5 Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (41 CFR Subtitle B, Chapter 60, as amended); and

10.5.2.6 Americans with Disabilities Act of 1990 (Pub. L. 101-336, 42 USC § 12101).

10.6 Contractor Fair Hearing - Civil Rights Act Violation

10.6.1 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.

10.6.2 The State shall conduct such fair hearing in accordance with Title 45, Code of Federal Regulations, Part 81.

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10.7 Specific Assurances

10.7.1 Pro-Children Act of 1994

10.7.1.1 This Contract incorporates by reference all the nonsmoking policy provisions set forth in the Pro-Children Act of 1994 (20 USC § 6083).In accordance with Title XII of Public Law 103-227, the "PRO-KIDS Act of 1994," smoking may not be permitted in any portion of any indoor facility owned or regularly used for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs whether directly or through State, Territories, local and Tribal governments. Federal programs include grants, cooperative agreements, loans and loan guarantees, subawards, and contracts. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions or facilities and used for inpatient drug and alcohol treatment.

10.7.1.2 The above language must be included in any subawards that contain provisions for children's services and that all subawards shall certify compliance accordingly. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to $1,000 per day. 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.

10.7.2 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.

10.7.3 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.).

10.7.4 Political Activities

10.7.4.1 Contractor shall refrain from all political activities if such activities involve the use of any funds that are the subject of this Contract.

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10.7.4.2 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.

10.7.5 Lobbying Activities

10.7.5.1 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.

10.7.5.2 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).

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SUBVENTION CONTRACT

ARTICLE 11 -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.

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SUBVENTION CONTRACT

ARTICLE 12 - 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.

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.

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 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.

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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.

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.

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.

Contract 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.

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.

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.

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Database Transfer: A method wherein contractors utilize a local database platform to provide CSD with downloaded client and other program data.

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.

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.

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.

Energy Burden: The expenditures of the household for home energy divided by the income of the household.

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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.

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+).

Intake Date:The date the Contractor receives or accepts the application.

Interest Income: The interest earned by a Contractor directly generated or earned as a result of unexpended SLIHEAP 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.

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.

Maximum Amount: The dollar amount reflected on line 3 of the face sheet (STD 213) of this Contract, as amended to reflect the Final Allocation for the term of this Contract.

Migrant Farm Worker: A seasonal farm worker who performs or has performed farm work during the eligibility determination period (any consecutive 12 month period within the 24 month period preceding application for program benefits and/or services) that requires travel such that the worker is unable to return to his/her domicile (permanent place of residence) within the same day. Migrant farm worker is not a term used in the contract but is captured for reporting purposes in EARS and Intake Form (CSD 43).

Modification: An immaterial change to this Contract that does not require an Amendment.

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,

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charitable, scientific, testing for public safety, literary, or educational purposes, or to foster national or international amateur sports competition, or for the prevention of cruelty to children or animals.

Outreach and Its Related Costs: Outreach activities are designed to ensure that eligible households, especially households with elderly and/or disabled individuals with high home energy burdens, are made aware of the assistance available. Costs relating to these activities may include: developing outreach materials (flyer/brochure information packets), advertising costs, printing costs, outreach mailers to targeted households, travel to outreach sites and related facilities, site costs, and the referral of eligible households to assistance providers in the community. Intake and assisting with the completion of an intake form are not considered outreach or a related cost.

Parties: CSD on behalf of the State of California, and the Contractor.

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

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

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

Program: 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.

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 EARS and Intake Form (CSD 43).
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.

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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.

Utility Assistance Funding: The portion of SLIHEAP 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).

Wood Propane and Oil (WPO): The portion of the SLIHEAP funding to carry out the provisions of WPO SLIHEAP services and activities of this Contract.

Workers' Compensation: Insurance that covers medical and rehabilitation costs and lost wages for employees injured at work. Workers' compensation shall mean those actual costs associated with workers' compensation coverage for program staff whose salaries and wages are chargeable under program costs.

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SUBVENTION CONTRACT

ARTICLE 13 - TABLE OF FORMS AND DOCUMENTS INCORPORATED BY REFERNCE

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

13.1 Forms to be returned with signed contract:

13.1.1 Certification Regarding Lobbying/Disclosure of Lobbying Activities;

13.1.2 Agency Staff and Board Roster (CSD 188);

13.1.3 Federal Funding Accountability and Transparency Act Report (CSD 279); and

13.1.4 20234 SLIHEAP Production Plan (CSD 622).

13.2 The following documents are hereby incorporated by this reference:

13.2.1 2024 SLIHEAP Numbers, Contractors, and Service Territories;

13.2.2 Agency Local Plan;

13.2.3 State Administrative Manual Section 5300 at http://sam.dgs.ca.gov/TOC/5300.aspx;

13.2.4 State Information Management Manual at http://www.cio.ca.gov/Government/IT_Policy/SIMM.html;

13.2.5 Supplemental Audit Guide;

13.2.6 Training Requirements Matrix; and

13.2.7 Direct Pay Utility Pledge Timeframe.

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

13.3.1 CPA-A-12-01 Program Procedure Guidance with NCB Procurement Worksheet;

13.3.2 CPA-E-18-005 Expenditure Reconciliation Policy and Procedure;

13.3.3 CPN-A-17-01 Equipment Use and Disposition Requirements;

13.3.4 CPN-A-18-01 Program Income;

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13.3.5 CPN-E-19-001 Working Capital Advance;

13.3.6 CPN-E-19-002 Energy Reimbursement Policies and Procedures;

13.3.7 CPA-E-20-01 COVID-19 Guidance and Program Relief

14.3.7.1 CPA-E-20-01E Guidance and Program Relief for LSPs Impacted by COVID-19

13.3.8 CPA-A-20-02 Administrative Relief from Loss of Operations Due to COVID-19 Crisis

13.3.9. CPN-E-20-03E7 Payment of Wages and Benefits COVID-19 Errata 7

13.3.10 CPN-E-20-05 Transferring Funds

13.3.11 CPA-E-20-09 Raising Procurement Levels

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-441

MEETING:	August 8, 2023
TO:	The Board of Supervisors
FROM:	Joe Lynch, Director of Health and Human Services
RE:	Approve the Appointment of Dr. Eric Sergienko for a seat on the Santa Cruz-Monterey-Merced-San Benito-Mariposa Managed Medical Care Commission

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RECOMMENDATION AND JUSTIFICATION

Approve the Appointment of Dr. Eric Sergienko for a seat on the Santa Cruz-Monterey-Merced-San Benito-Mariposa Managed Medical Care Commission.

The Commission became effective when all five counties adopted substantially similar ordinances creating the Commission. In order to allow for the Commission to hold the first meeting, it is necessary to appoint members to the Commission. The Commission shall consist of a maximum of 25 voting members... and be appointed by the respective Board of Supervisors. The number of voting members is based upon the number of Medi-Cal beneficiaries within each county. For Mariposa County, the membership is comprised of one (1) seat allocated for Director of the County Health Department of Mariposa County, or designee. As a consolidated Health and Human Services Agency, we recommend appointing Dr. Sergienko as that designee, for a term that will continue until January 15, 2027.

BACKGROUND AND HISTORY OF BOARD ACTIONS

This is the first board action to approve an appointment for a seat on the Santa Cruz-Monterey-Merced-San Benito-Mariposa Managed Medical Care Commission. The Mariposa County Board of Supervisors approved County Ordinance No. 1166 on September 28, 2021, establishing the framework for Mariposa's participation in the County Organized Health System. The ordinance specifies a four-year term for the single commissioner appointed by the Board.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Mariposa County would not have representation on the Commission that will help to guide the MediCal managed services within the county.

FINANCIAL IMPACT

None.

ATTACHMENTS

1. **Mariposa County Ordinance 1166**

VOTE RESULT

RESULT: **Adopted (UNANIMOUS)**

MOVER:	District IV Supervisor Wayne Forsythe
SECONDER:	District III Supervisor Danette Toso
AYES:	District II Supervisor Poe, District I Supervisor Smallcombe, District IV Supervisor Forsythe, District V Supervisor Menetrey, District III Supervisor Toso
ABSTAIN:	None

MARIPOSA COUNTY ORDINANCE NO. 1166

ORDINANCE ADDING CHAPTER 2.114 TO TITLE 2 OF THE MARIPOSA COUNTY CODE TO ESTABLISH THE SANTA CRUZ-MONTEREY-MERCED-SAN BENITO-MARIPOSA MANAGED MEDICAL CARE COMMISSION

The Board of Supervisors of Mariposa County hereby finds and declares the following:

WHEREAS, pursuant to Welfare and Institutions Code Section 14087.54, any county or counties may establish a special Commission in order to meet the problems of the delivery of publicly assisted medical care in the county or counties and to demonstrate ways of promoting quality care and cost efficiency; and

WHEREAS, the Santa Cruz-Monterey-Merced Managed Medical Care Commission is a multi-county commission that has created a managed health care plan for Medi-Cal recipients; and

WHEREAS, the Commission wishes to expand to include San Benito County and Mariposa County; and

WHEREAS, this Board deems it appropriate to join the Commission and form a new Managed Medical Care Commission that will include San Benito and Mariposa Counties;

NOW THEREFORE the Board of Supervisors of the County of Mariposa ordains as follows:

SECTION I

2.114.010 Established.
2.114.020 Purpose.
2.114.030 Membership.
2.114.035 Membership composition.
2.114.040 Bylaws.
2.114.050 Quorum.
2.114.060 Status and power of the Commission.
2.114.070 Reports.
2.114.080 Vacancies.
2.114.090 Severability.

2.114.010 Established.

Pursuant to California Welfare and Institutions Code Section 14087.54, there is created the Santa Cruz-Monterey-Merced-San Benito-Mariposa Managed Medical Care Commission. This Commission is a multi-county commission representing Santa Cruz, Monterey, Merced, San Benito and Mariposa Counties. The Santa Cruz-Monterey-Merced-San Benito-Mariposa Managed Medical Care Commission shall be established effective on that date that all five counties have in effect substantially similar ordinances creating the Commission and a quorum of said Commission's members have met to conduct its initial public meeting. Upon the establishment of the Commission, all of the rights, duties, privileges, and immunities vested in Mariposa County by Welfare and Institutions Code Section 14087.5 et seq. (Division 9, Part 3, Chapter 7, Article 2.8) are instead transferred to and vested in the Commission, and shall continue to be so vested until Mariposa County formally terminates its participation in the Commission. Any action to terminate participation must be preceded by a 90-day notice to the other member counties and notice to the State Department of Health Care Services as set forth in Welfare and Institutions Code Section 14087.54(g).

2.114.020 Purpose.

(A) The purpose of the Commission is to negotiate exclusive contracts with the California Department of Health Care Services and to arrange for the provision of health care services to qualifying individuals in Santa Cruz County, Monterey County, Merced County, San Benito County and Mariposa County who lack sufficient annual income to meet the cost of health care, and whose other assets are so limited that their application toward the cost of health care would jeopardize the person or family's future minimum self-maintenance and security, pursuant to Chapter 7 of Part 3 of Division 9 of the Welfare and Institutions Code.

(B) The Commission shall design and operate a program that:

(1) Delivers primary care via a contracted provider network which significantly improves access to primary care and related specialty and ancillary services for enrolled Medi-Cal recipients;

(2) Includes mechanisms for assuring that Commission-financed medical care services meet appropriate quality of care standards;

(3) Incorporates a plan of service delivery and implements reimbursement mechanisms which will promote the long-term viability of a locally operated Medi-Cal managed care system and participating "safety net" providers herein defined as Medi-Cal disproportionate share hospitals, County clinics and licensed community clinics;

(4) Implements a financial plan which includes the creation of a prudent reserve within three years of commencing operations, and which provides that if additional surplus funds accrue, they shall be used to expand access, improve benefits and augment provider reimbursement;

(5) Gives a high priority to increasing prevention, education, and early intervention services for enrolled recipients;

(6) Ensures that all program obligations, statutory, contractual or otherwise, shall be the obligations of the program and shall not be the obligations of Santa Cruz County, Monterey County, Merced County, San Benito County, Mariposa County or the State;

(7) Implements programs and procedures to ensure that a high level of member satisfaction is maintained.

(C) The Commission shall also be authorized to contract with public insurers, payors or plan sponsors to offer and/or administer their health care programs and to contract with private insurers or plan sponsors to administer their health care programs.

2.114.030 Membership.

(A) The Commission shall consist of a maximum of 25 voting members who, with the exception of the director or designee of the Health Department (or Health Services Agency) who shall work in the respective county and be appointed by the respective Board of Supervisors, shall be legal residents of the County of Santa Cruz appointed by the Board of Supervisors of Santa Cruz County, legal residents of Monterey County appointed by the Board of Supervisors of Monterey County, legal residents of Merced County appointed by the Board of Supervisors of Merced County, legal residents of San Benito County appointed by the Board of Supervisors of San Benito County, and legal residents of Mariposa County appointed by the Board of Supervisors of Mariposa County. The Commission shall be generally representative of the diverse skills, backgrounds, interests, and demography of persons residing in each county.

(B) Each member of the Commission shall have a commitment to a health care system which seeks to improve access to high quality health care for all persons, regardless of their economic circumstances, and which in fact delivers high quality care, and which in fact is financially viable. Members of the Commission shall likewise have an abiding commitment to, and interest in, a quality publicly assisted health care delivery system.

(C) The number of voting members of the Commission shall be based upon the number of Medi-Cal beneficiaries within each county and includes a maximum of five (5) members within a county with the number of Commissioners within a county and Commission representation categories determined according to the following formula:

1) Zero (0) to fifteen thousand (15,000) Medi-Cal beneficiaries within the county equals one (1) commission seat to be filled by the Director of the County Health Department (or Health Services Agency) or their designee;

(2) Fifteen thousand (15,000) to thirty thousand (30,000) Medi-Cal beneficiaries within the county equals two (2) commission seats to be filled as follows:

a) The Director of the County Health Department (or Health Services Agency) or their designee; and

b) One (1) at large representative of either the health care provider population or the population of beneficiaries to be served by the Commission.

(3) Thirty thousand (30,000) to forty-five thousand (45,000) Medi-Cal beneficiaries within the county equals three (3) commission seats to be filled as follows:

a) The Director of the County Health Department (or Health Services Agency) or their designee

b) One person representing health care providers; and

c) One person from the public representing the population of beneficiaries to be served by the Commission.

(4) Forty-five thousand (45,000) to sixty-thousand (60) Medi-Cal beneficiaries within the county equals four (4) commission seats to be filled as follows:

a) The Director of the County Health Department (or Health Services Agency) or their designee;

b) One member of the Board of Supervisors;

c) One person representing health care providers; and,

d) One person from the public representing the population of beneficiaries to be served by the Commission.

(5) 60,000 or more Medi-Cal beneficiaries within the county equals five (5) commission seats to be filled as follows:

a) The Director of the County Health Department (or Health Services Agency) or their designee;

b) One member of the Board of Supervisors;

c) One person representing health care providers;

d) One person from the public representing the population of beneficiaries to be served by the Commission; and

e) One at large representative of either the public representing the population of beneficiaries to be served by the Commission or one person representing health care providers.

(D) Any deletion of commissioners required based upon a change in the population of Medi-Cal beneficiaries within a county will be achieved through attrition, with a maximum of two (2) years to come into compliance with the membership provisions of this Chapter.

(E) Commissioners shall be appointed by majority vote of the Board of Supervisors of the respective county. Any Commission member may be removed from office by a four-fifths vote of the Board of Supervisors of the County originally appointing that member.

(F) Commissioners appointed by the Mariposa County Board of Supervisors shall serve terms of four years, with the exception of the initial selection of members. The majority of the Commission members initially appointed by the Mariposa County Board of Supervisors shall serve terms commencing on January 15th of the year in which the fourth district supervisor

began a full term. The remaining members initially appointed shall serve terms commencing on January 15th of the year in which the fifth district supervisor began a full term. The initial appointment terms shall be drawn by lots. At the conclusion of a term, a member may be reappointed to a subsequent four-year term or terms.

2.114.035 Membership composition.

The Board of Supervisors declares that the individuals representing health care providers appointed to the Commission are intended to represent and further the interests of said providers, and that such representation and furtherance will ultimately serve the public interest. Accordingly, the Board finds that for purposes of determining whether any such Commissioner has a "financial interest" within the meaning of Government Code Section 87100., the industry, profession, and providers are tantamount to and constitute the public generally within the meaning of Section 87103 of the Government Code.

2.114.040 Bylaws.

Procedures for the conduct of business not otherwise specified in this chapter, including provisions for the creation of standing committees, shall be contained in bylaws adopted by the Commission and submitted to the Board of Supervisors of each County for final approval.

2.114.050 Quorum.

A majority of the appointed members of the Commission (excluding any positions that are vacant) shall constitute a quorum, and no act of the Commission shall be valid unless a majority of those members appointed and not disqualified from voting due to a conflict of interest concur therein. Any act of the Commission shall be accomplished by a roll call vote when such a vote is requested by any member in attendance.

2.114.060 Status and power of Commission.

(A) The Commission shall be considered an entity separate from the County of Santa Cruz, the County of Monterey, the County of Merced, the County of San Benito and the County of Mariposa. The Commission shall have all of the powers made available generally to commissions under Welfare and Institutions Code Section 14087.54. The Commission shall have the power to acquire, possess, and dispose of real or personal property, as may be necessary for the performance of its functions, to employ personnel and contract for services to meet its obligations, and to sue or be sued. Any obligations of the Commission, statutory, contractual, or otherwise, shall be the obligations solely of the Commission and shall not be the obligations of the County of Santa Cruz, the County of Monterey, the County of Merced, the County of San Benito, or the County of Mariposa.

2.114.070 Reports.

(A) The Commission shall submit an annual report to each respective Board of Supervisors and County Administrative Office on or before January 31st of each year. The report shall highlight the activities, accomplishments, and future goals of the Commission.

(B) Any of the respective Boards of Supervisors may request that the Commission submit progress reports and recommendations at any time.

2.114.080 Vacancies.

Vacancies occurring in the Commission shall be filled by the Board of Supervisors of the appointing County for the remainder of the unexpired term only.

2.114.090 Severability.

The provisions of this chapter are severable. If any section, paragraph, sentence, phrase, or word of this chapter is declared invalid for any reason, that decision shall not affect any other portion of this chapter, which shall remain in full force and effect.

SECTION II

This ordinance shall take effect thirty (30) days after its final passage pursuant to the provisions of Government Code Section 25123.

PASSED AND ADOPTED by the Board of Supervisors of Mariposa County this 28th day of September 2021 by the following vote:

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

MARSHALL LONG, Chair
Mariposa County Board of Supervisors

ATTEST:

for René LaRoche
Clerk of the Board

APPROVED AS TO FORM:

Steven W. Dahlem
County Counsel

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-435

MEETING:	August 8, 2023
TO:	The Board of Supervisors
FROM:	Joe Lynch, Director of Health and Human Services
RE:	Approve Second Amendment to Agreement with Davis Guest Home Increasing the Amount by $10,000 for a New Amount Not to Exceed $130,000 for Personalized Residential Care Services; and Authorize the Board of Supervisors Chair to Sign the Amendment

---

RECOMMENDATION AND JUSTIFICATION

Approve Second Amendment to Agreement with Davis Guest Home Increasing the Amount by $10,000 for a New Amount Not to Exceed $130,000 for Personalized Residential Care Services; and Authorize the Board of Supervisors Chair to Sign the Amendment.

The County does not operate community residential facilities. This Agreement will allow Mariposa County Health and Human Services Agency's (HHSA) Behavioral Health branch to utilize the services of Davis Guest Home at their Modesto area residential locations in order to serve persons in need. Behavioral Health wishes to engage the services of this provider because of the benefits of the nearby location and the reasonable costs. Davis Guest Home has served Stanislaus and other counties for over 25 years. The service level for this agreement has been greater than anticipated, resulting in a request for additional funding through this amendment.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board of Supervisors approved the First Amendment to Agreement with Davis Guest Home through Resolution No. 2023-157 on March 21, 2023.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If this amendment is not approved, Behavioral Health will be hindered in providing appropriate care to persons in need of residential facility services. When a crisis arises, costs for serving these persons may be higher by not having a contract in place.

FINANCIAL IMPACT

This contract will be paid by the HHSA Behavioral Health budget unit. There will be no impact on the County General Fund.

ATTACHMENTS

1. **Second Amendment - DGH Agreement 2023**

2. **Davis Guest Home 2023 - DH 10.25.2022 - EXECUTED**
3. **Davis Guest Home 2023 (A01) - Res. 2023-157-EXECUTED**

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District IV Supervisor Wayne Forsythe
SECONDER:	District III Supervisor Danette Toso
AYES:	District II Supervisor Poe, District I Supervisor Smallcombe, District IV Supervisor Forsythe, District V Supervisor Menetrey, District III Supervisor Toso
ABSTAIN:	None

SECOND AMENDMENT TO AGREEMENT FOR PERSONALIZED RESIDENTIAL CARE

THIS SECOND AMENDMENT TO AGREEMENT FOR PERSONALIZED RESIDENTIAL CARE, is made and entered into this _____ day of _____20__, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "County," and Davis Guest Home, hereinafter referred to as "Contractor."

WHEREAS, County and Contractor have heretofore entered into an Agreement dated October 25, 2022, wherein Contractor agreed to provide personalized residential care services; and

WHEREAS, County and Contractor have heretofore entered into a First Amendment dated March 6, 2023, wherein Contractor agreed to increase compensation to an amount not to exceed $120,000; and

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

1. Paragraph 3, "COMPENSATION," is hereby amended to provide that an additional $10,000 will be added to the amended amount of $120,000, making the total compensation paid to Contractor the not to exceed amount of $130,000.

Except as herein amended, the Agreement dated October 25, 2022 and First Amendment dated March 6, 2023 shall remain in full force and effect.

The Agreement, as hereby amended, is ratified and continued. All provisions, terms, covenants, conditions and promises contained in the Agreement not amended herein shall remain in full force and effect. This Amendment is effective retroactive to June 30, 2023. The parties shall treat the Agreement as if it had been in full force and effect continuously since June 30, 2023, without there having been any interruption of the Agreement whatsoever.

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

COUNTY OF MARIPOSA	CONTRACTOR
_____	_____
Miles Menetrey, Chair Board of Supervisors	Lonny Davis Davis Guest Home
COUNTERSIGNED: *(Government Code §25103)*	APPROVED AS TO FORM:
_____	_____
Danielle Bondshu Clerk of the Board	Steven W. Dahlem County Counsel

AGREEMENT ROUTING SHEET

To: *Danielle Bondshu or Tracy Gauthier* **Dept.:** *Clerk of the Board* **Date:** July 14, 2023

From: Tara G. Schiff **Agreement with:** Economic Development Administration/Department of Commerce

Section 1: TYPE OF PROCESSING REQUESTED: *(Complete all Section 1. fields.)*

1) Is this a digital signature request? **Yes** ☒ **No** ☐ *(If No, please provide two original copies signed by vendor.)*

2) Is this the standard County Agreement Form? **Yes** ☐ **No** ☒ *If No, please answer the following question:*

a. Has this non-standard agreement been vetted by County Counsel (if NOT going to the Board)?

Yes ☒ **No** ☐

(If Yes, provide approval to COB via email. If No, see instructions below. **Non-standard agreements will NOT be processed without County Counsel's approval.**)

Section 2: VENDOR AND AGREEMENT TYPE *(Complete all Section 2. fields.)*

Vendor Signator & Title: Sheba Person-Whitley, Regional Director
(Name of person signing the agreement, and their title)

Vendor Email: SPerson@eda.gov
(Email of signee)

For: Disaster Resiliency Grant
*(Provide a brief description of the service provided or product purchased, i.e. **or** "Police service dog training", "Annual Senior Health Fair", etc.)*

Term: 11/01/2022-10/01/2025
*(Enter beginning "to" end. **Must be 5 years less for DH or CAO agreements**.*

Is this an Amendment to an Agreement? **Yes** ☒ **No** ☐

(If Yes, attach copies of all prior amendments, *AS WELL* as the initial agreement.)

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

☒ **BOARD ACTION** M/Traq ID # or Res No.: 2018-546 Scheduled Date: 11/13/2018

☐ **PURCHASING CODE (CAO or Department Heads - County Code Chapter 3.08.):**

☐ $ 20,000 **DEPARTMENT HEADS, Under $20,000 (**MCC Section 3.08.050 and Res. 22-462):
(Purchasing Agent's approval required to purchase or lease real property or storage space.)

☐ $_____ **CAO as Purchasing Agent, Under $60,000** (MCC Section 3.08.090 and Res. 22-462):

Section 4: OTHER AUTHORIZATION *(Complete the appropriate Section 4. field.)*

☐ **CODE COMPLIANCE AGREEMENTS (Signature Authority Policy (SAP) 5.2.1.3)** $_____

☐ **SOFTWARE AS A SERVICE or OTHER SUBSCRIPTIONS or LICENSES (SAP 5.2.1.4)** $_____

☐ **INDEMNIFICATION AGREEMENTS (Res. 05-117 and 04-346)** $_____

☐ **INTRA-AGENCY AGREEMENTS & MOUs w/ No Cost) (SAP 5.2.1.2 and Res. 22-462)** $_____

DIGITAL SIGNATURE INSTRUCTIONS

A. DH/CAO Approvals:

- **If using the UNCHANGED County agreement template, proceed with routing to Clerk of the Board.**
- **If using vendor supplied agreements, or MODIFIED County Agreement template:**

1) Email to County Counsel's Office for vetting first (without routing slip.)
2) After approval by County Counsel, submit to Clerk of the Board's Office WITH email or other verification of County Counsel's approval, and a completed routing sheet.

B. BOARD Items:

- **Email a digital version of the agreement** *(indicating the pages needing to be signed)* **and this routing sheet to the Clerk of the Board's Office.**

ROUTING

- **HARD COPIES:** Route agreements and routing sheet via interoffice mail to Tracy or Danielle in the COB's Office.
- **DIGITAL COPIES:** Combine agreement and new routing slip into one PDF document and email to Danielle (dbondshu@mariposacounty.org) and Tracy (tgauthier@mariposacounty.org) in the COB's Office for procurement of signatures.

DV

AGREEMENT FOR PERSONALIZED RESIDENTIAL CARE

THIS AGREEMENT ("Agreement") is made and entered into this 25th day of October, 2022, by and between the County of Mariposa, a political subdivision of the State of California, ("County"), and Davis Guest Home ("Contractor"), pursuant to the following terms and conditions.

W I T N E S S E T H:

1. TERM

The term of this Agreement shall commence on July 1, 2022 and terminate on June 30, 2023 unless extended as provided by this Agreement.

2. SERVICES

Contractor shall perform personalized residential care 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 $20,000 as set forth in Exhibit B, "Cost Proposal," which is attached hereto and incorporated herein by reference. County shall pay Contractor within thirty (30) of receipt of an approved invoice.

4. INSURANCE

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

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

(1) Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than $1,000,000 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.

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

B. OTHER INSURANCE PROVISIONS

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

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

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

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

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

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

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

(7) Verification of Coverage: Contractor shall furnish County with original certificates and amendatory endorsements or copies of the applicable policy language effecting

coverage required by this clause. All certificates and endorsements are to be received and approved by County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Contractor's obligation to provide them. County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

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

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

5. HOLD HARMLESS/INDEMNIFICATION

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

6. INDEPENDENT CONTRACTOR

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

7. PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the Public Employees Retirement System (CalPERS) to be eligible for enrollment in CalPERS as an 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:
Davis Guest Home, Inc.
1878 E. Hatch Rd.
Modesto, CA 95331

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

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

80EB2882DA5
ZorroSign

Joe Lynch, Director
Health and Human Services Agency

CONTRACTOR

80EB2882DAF
ZorroSign

Lonny Davis
Davis Guest Home

APPROVED AS TO LEGAL FORM:

80EB2882D9B
Steven W. Dahlem
ZorroSign

Steven W. Dahlem
County Counsel

Exhibit A
SCOPE OF WORK

A. DESCRIPTION OF SERVICES AND PROGRAM DESIGN

1. History of Organization

Davis Guest Home Inc. has operated Residential Care Facilities since 1962. Davis Guest home has long enjoyed a reputation of providing quality care and services for individuals who require a level of care not generally provided by residential care homes.

2. Mission Statement

Davis Guest Home is designed as a residential care facility offering a broad range of services to residents requiring a structured environment due to mental health challenges. Our structured environment within a non-restrictive, supervised program, focuses on each resident's specific needs and interests. Davis Guest Home is unique among the larger facilities in Central California in that it has maintained a home-like environment that has developed over the years. This has been accomplished by carefully selecting personnel who genuinely care for the residents and by maintaining on ongoing training program for all levels of staff.

An environment of respect, encouragement, and appreciation is provided for each of our residents. Residents are encouraged and given support in discovering and acquiring independent living skills and self-help management skills. Residents are also encouraged to participate in many out-of-home activities that are provided in an effort to normalize lifestyles and allow social training opportunities within the community. These objectives support our desire to help each resident reach and maintain his/her highest possible quality of life. It is our expectation at Davis Guest Home that each resident will achieve individualized goals that will result in their being re-integrated into the community as soon as possible.

Davis Guest Home views our relationship with residents as a continuum of mental health services. We are committed to the team concept in assisting the client. This team includes the facility, our case management team, OUI' local emergency acute inpatient hospitals, the conservator, the psychiatrist, the resident's family, case manager, and the resident. We are dedicated to facilitating communication between all of the individuals and agencies that participate in the treatment strategies affecting residents.

3. Goals and Outcomes

Davis Guest Home instructs and encourages clients to participate in tasks that promote independent living skills. As a result of residing at Davis Guest Home and participating in our full range of activities we expect each individual will experience an enrichment of life. This may be evidenced in many different ways:

1. An ability to interact in the community in a socially acceptable manner.
2. An increased awareness of resources within the community that are available for the resident's information, recreation, transportation, etc.

3. The development of personal hygiene, grooming, dressing, and household living skills.
4. The development and discipline of social interaction skills with family members, staff and other residents.

4. Current Programs and Services Offered

Davis Guest Home is dedicated to discovering each resident's interest and goals and to assist our residents in achieving these with training opportunities, education and counseling. Each day Davis Guest Home provides opportunities for residents to participate in activities or educational opportunities in the following areas:

Educational:

Money Management/Budgeting Training
Public Transportation Access/Utilization
Interpersonal/Dyadic Communications Skills
Family and Peer Relational Processes
Nutritional/Menu Planning and Food Preparation
Responsibility Orientation, Cause/Effect Sequences
Chemical Dependency/Substance Abuse Awareness

Socialization/Group Interactions:

Current Events/Cultural Relativity
Problem Solving/Life challenge-bridge
Self-Disclosure/Transparency Therapy
Healthy Responses to relational Pain/Trust Development
Self Acceptance Support Group

Entertainment/Recreational

Annual trips to Disneyland
Concerts, Community Events
Holiday Celebrations
Movies, Games, and Sports.
Bingo Bonanza
Talent Shows/Competition
Pizza/Ice Cream Socials
Shopping Trips
Birthday Celebrations
Live Bands/Dances

Davis Guest Home develops a schedule each month outlining daily routines, training opportunities, client council meetings, orientation time, and daily social/recreational opportunities. In constructing social/recreational and other schedules we attempt to coordinate events and situations to coincide with the Individual Program Plans that are developed for each client in our facility. The client council meetings provide opportunity for clients to influence the

choices and types of activities and events that are sponsored or attended by residents.

The following is a partial list of behaviors/symptoms that Davis Guest Home is prepared to address:

1. Serious, psychotic impairment: difficulty self-care in bathing dressing, grooming, toileting, eating; persistently intrusive behavior requiring significant redirection: serious regression which impedes or prevents program participation.
2. Sub-acute danger to self, including suicidal ideation
3. Gross inactivity
4. Basic difficulties in sharing, working out, co-existing in a room with another person.
5. Exaggerated, loud outbursts in response to perceived injustices.
6. Problem smoking unauthorized areas.
7. Borrowing, begging or stealing or inappropriate handling of money or property.
8. Medication Compliance.
9. Paranoid perception - which goes unvoiced and sometimes leads to the person acting out of place in the community.
10. Reversed sleep patterns - up all night. sleeping in the day.
11. Sexual acting out.
12. Excessive dependency.

Davis Guest Home is staffed with individuals that have bi-lingual capabilities: two of our administrative staff are fluent in sign language. We stress a multi-cultural approach that is reflected in both our staffing and programming. Staff members regularly receive training in defusing assaultive situations, and utilize early intervention techniques that serve to help prevent hospitalizations in most instances. Resident's personal and incidental funds are placed in trust and may be withdrawn by the client at regular intervals as determined by the resident's service plan, payee, and case management contracts. Davis Guest Home provides transportation to day programs, community events, recreational activities, doctor and medical appointments, and other transportation requirements.

5. Quality Assurance Procedures

At Davis Guest Home, qualified personnel distribute medication as directed by psychiatrist or physician at prescribed intervals. Davis Guest Home requires all staff documenting or distributing medication to complete in-service training pertaining to medications.

Davis Guest Home services, facility, programs and records are evaluated annually by the following agencies: State of California Community Care Licensing, Valley Mountain Regional Center, Stanislaus County Ombudsman Program, and Patients Rights Consumer Review Task Force, Stanislaus County.

6. Description of the Facility and Community

Davis Guest Home has served Stanislaus and other counties for over 25 years. Davis Guest Home Located at 1878 E. Hatch Road in Modesto is situated close to shopping centers,

restaurants, and recreational opportunities. Davis Guest Home is located on over two acres of beautifully landscaped, spacious park-like grounds that provide a relaxed setting for enjoying a country BBQ, outdoor activities or just lounging in the shade. Our second site is located on several acres at 1628 Nadine Avenue two blocks from the main facility. The facility on Nadine has 8 beds and offers a unique home-like atmosphere. In addition, Davis Guest Home has added another 8-bed facility, located on Mauna Loa County, in the Modesto suburb of Ceres. Our newest facility is a 33-bed adult facility located on the corner of Ohio Avenue and Waverly Drive. Davis Guest Home on Ohio has a unique county atmosphere and offers a very quiet and serene setting with an in-ground swimming pool and lots of other outdoor recreational opportunities. A11 of our facilities are situated near public transportation. Altogether, Davis Guest Homes provide services to almost 150 clients from a variety of agencies throughout the state of California.

7. Staff Qualifications and Training

We believe that Davis Guest Home is unique among residential care facilities in Central California with respect to its dedication to providing well-trained, high caliber personnel to serve our residents.

Davis Guest Homes are staff operated facilities. Lonny Davis. Owner/Administrator is involved in the daily operations of the facility. Mr. Davis has been responsible for the administration of Davis Guest Home for over twenty years. His qualifications include Social Science, BA, History, MA, completion of Valley Mountain Regional Center Provider Training Courses, American College of community Care Education Residential Provider Certification. and related training seminars offered by California Association of Residential Care Homes: Stanislaus County: and various other agencies.

All Davis Guest Home staff members are fingerprinted and attend courses in CPR, First Aid, and bimonthly in-service training programs. In-service training's provide a forum, which allows discussion and interaction among staff concerning residents, IPP's (Individual Program Plans), residents' day programs, and general progress. Motivation techniques such as recognition and praise, cash bonuses, restaurant gift certificates, etc. are used to award staff demonstrating qualities of personal initiative, diligence and concern for clients' welfare, which we are attempting to promote.

8. Designated Psychiatrist

Davis Guest Home residents are provided psychiatric services by local psychiatrists who are contracted with Davis Guest Home. Psychiatrists visit residents on-site regularly and are on call continuously for emergency consultation.

The psychiatrist that Davis Guest Homes contracts with will bill each counties Department of Mental Health the standard Medi-Cal reimbursement rates for the initial consult/new patient assessment, and the regular/subsequent medication refill appointments.

9. Clients to be Served

Davis Guest Home is unique in that it successfully provides a secure environment for individuals who are placed from a variety of programs reflecting diverse needs and aptitudes. We have been successful in working with individuals who are behaviorally inappropriate in such areas as: non-compliance, defiance, non-assaultive aggressiveness, psychotic ideations, hygiene deficiencies, medication resistance, and substance abuse histories.

Davis Guest Home is licensed for adult population both ambulatory and non-ambulatory.

10. Placement Procedures

A member of our management team personally evaluates potential residents of Davis Guest Home. Davis Guest Home reserves the right to deny placement to any client we feel would not fit into our population or does not meet our placement criteria.

All potential residents will complete an interview process that will entail an examination of records, personal history, medical review, Individual Program Plan, and the pre-placement appraisal form.

11. Emergency Services

Emergency services are provided by "Stanislaus Behavioral Health Center". Placing counties and agencies may also choose to transfer an individual back to the county of origin for in-patient acute care. Davis Guest Home has transportation services available on a case-by-case basis. To check on availability and cost to specific destinations, contact our office.

13. Program Expenses

Each resident is evaluated on an individual basis respecting behavioral and social history, ambulatory status, medical status, special services requested or required, and number of staff hours required to successfully maintaining the resident. A current copy of the "Davis Guest Home Rate Quote Sheet" is enclosed with this informational packet.

14. Terminating Placement

COUNTY will give CONTRACTOR a written two-week notice upon terminating a resident's placement at CONTRACTOR'S facility. Residents that are moved from CONTRACTOR'S facility without providing a two-week written notice, or before the date indicated on the notice, COUNTY will be responsible for payment of the term indicated in the termination notice.

15. HIPAA Compliance

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

activity contractor performs on behalf of COUNTY, to the extent COUNTY would be required to comply with such requirements.

B. POLICIES REGARDING BED HOLD, CONSERVATORSHIP and LEAVE OF ABSENCES

COUNTY agrees that in the event individuals placed with CONTRACTOR are no longer conserved by COUNTY, CONTRACTOR will be notified as to the change of Conservator status.

COUNTY agrees to continue case management responsibility for any client whose MARIPOSA COUNTY conservatorship terminates while at CONTRACTOR's facility. COUNTY further agrees to work towards avoiding a non-conserved client leaving CONTRACTOR's facility and becoming a Stanislaus permanent resident. All efforts will be made to relocate such a client to MARIPOSA COUNTY for placement.

COUNTY shall pay the daily rate for clients participating in the program when a client is absent for a short time which is defined as not more than (7) days of non-medical leave and not more than (10) days of medical leave upon prior notification by CONTRACTOR.

COUNTY will give CONTRACTOR a written two-week notice upon terminating a resident's placement at CONTRACTOR's facility. Residents that are moved from CONTRACTOR's facility without providing a two-week written notice, or before the date indicated on the notice, COUNTY will be responsible for payment of the term indicated in the termination notice.

CONTRACTOR will hold a resident's bed for a total of ten days for in-patient hospitalizations (Medical and or Psychiatric) per occurrence and seven days per month for overnight passes. Upon written requests, exceptions can be accepted with COUNTY approval. Hospital days and passes require payment to CONTRACTOR within time framed indicated above, extensions may be secured with written notice to CONTRACTOR.

COUNTY shall pay CONTRACTOR with (30) days of receipt of an approved invoice.

Exhibit B
COST PROPOSAL
Transitional Rate Program/Services:

$ 1,211.77 SSI *
$ 1,231.77 SSI/SSA*
$ 140.00 Daily Patch Rate

*The resident's SSI/SSI monthly residential board and care rate is currently $1,211.77/$1,231.77 per month (this monthly amount is subject to annual adjustments by the Federal Government and State of California).

Augmented services provided by Davis Guest Home such as transportation outside of Stanislaus County, extraordinary staffing requests, residents requiring special medical attention waivers or treatments and other enhanced services may be negotiated on an individual basis.

Before placement, all residents of Davis Guest Homes must have in place some form of medical insurance or provision for medical care and treatments including payment arrangements.

In special situations Davis Guest Homes may require an adjustment to the daily rate based upon acuity, medical complexity, and behavior problems requiring staff interventions beyond typical staff to client ratios. The rates may vary between $350.00 and $800.00 daily for higher acuity, new acute facility, and $275.00 for private rooms.

Residents who are not removed from Davis Guest Home facilities within 30 days of receiving discharge notice (as stipulated in the Admission Agreement) will be assessed a daily rate of $350.00 for Transitional residents, $375.00 for Private rooms, $150.00 additional per diem for individuals who are in high acuity facilities from day 31 until time they are relocated.

Board and Care shall be paid from the clients SSI or SSI/SSA benefits. If the client does not yet receive SSI or SSI/SSA benefits, or those benefits have been diminished due to back payments owed to other entities, or do not reflect standard residential care rates, COUNTY will provide payment to cover the delinquent and /or amount owed. The clients SSI or SSI/SSA monthly residential board and care rate is currently $1,211.77 per month for a client who receives one check and $1,231.77 for a client who receives two checks (this monthly amount is subject to annual adjustments by the Federal Government and State of California), which adjustments shall be effective without the need for any amendment to the Agreement. County will be responsible to cover SSI/SSA benefits within 30 days of being delinquent and continuing until Resident is removed from Davis Guest Home or SSI/SSA benefits are restored.

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MARIPOSA COUNTY

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

RESOLUTION - ACTION REQUESTED 2023-157

MEETING: March 21, 2023

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: First Amendment - Davis Guest Home Agreement to Provide Residential Services for BH

RECOMMENDATION AND JUSTIFICATION:
Approve First Amendment to Agreement with Davis Guest Home to provide community residential treatment services for clients referred by Mariposa County Behavioral Health Increasing the amount by $100,000 for a new amount to not exceed $120,000; and authorize the Board of Supervisors Chair to sign the Amendment.

The County does not operate community residential facilities. This Agreement will allow Mariposa County Behavioral Health to utilize the services of Davis Guest Home at their Modesto area residential locations in order to serve persons in need. Behavioral Health wishes to engage the services of this provider because of the benefits of the nearby location and the reasonable costs. Davis Guest home has served Stanislaus and other counties for over 25 years. The service level for this agreement has been greater than anticipated, resulting in a request for additional funding through this amendment.

Funding Source:
This item is funded through Program Realignment funds. The rates for this contract are below rates for psychiatric emergency hospital beds or other serious levels of care, and there are significant staff time and travel cost savings for such placements during follow up visits because of the nearby location.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
Board of Supervisors approved an agreement with Davis Guest Home on March 23, 2017 through Resolution 2017-316.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If this amendment is not approved, Behavioral Health will be hindered in providing appropriate care to persons in need of residential facility services. When a crisis arises, costs for serving these persons may be higher by not having a contract in place.

FINANCIAL IMPACT:
This contract will be paid within the Behavioral Health budget unit. There will be no impact to the County General Fund.

ATTACHMENTS:

REF ID# 13877

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Davis Guest Home 2023 - DH 10.25.2022 - EXECUTED (1) (PDF)
First Amendment - DGH Agreement 2023 (1) (PDF)

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

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FIRST AMENDMENT TO AGREEMENT FOR PERSONALIZED RESIDENTIAL CARE

THIS FIRST AMENDMENT TO AGREEMENT FOR PERSONALIZED RESIDENTIAL CARE, is made and entered into this 6 day of March 2023, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "County," and Davis Guest Home, hereinafter referred to as "Contractor."

WHEREAS, County and Contractor have heretofore entered into an Agreement dated October 25, 2022, wherein Contractor agreed to provide personalized residential services; and

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

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

1. Paragraph 3, "COMPENSATION," is hereby amended to provide that an additional $100,000 will be added to the original amount of $20,000, making the total compensation paid to Contractor the not to exceed amount of $120,000.

Except as herein amended, the Agreement dated October 25, 2022 shall remain in full force and effect.

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

COUNTY OF MARIPOSA

DocuSigned by:
Miles S Menetrey
B43EC70C19BE446...

Miles Menetrey, Chair
Board of Supervisors

CONTRACTOR

DocuSigned by:
Lonny Davis
D58CF621603649A...

Lonny Davis
Davis Guest Home

COUNTERSIGNED:
(Government Code §25103)

DocuSigned by:
Danielle Bondshu
7CA008A502E44EB...

Danielle Bondshu
Clerk of the Board

APPROVED AS TO FORM:

DocuSigned by:
Steven W Dahlem
F6A416F06B394BF...

Steven W. Dahlem
County Counsel

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AGREEMENT FOR PERSONALIZED RESIDENTIAL CARE

THIS AGREEMENT ("Agreement") is made and entered into this 25th day of October, 2022, by and between the County of Mariposa, a political subdivision of the State of California, ("County"), and Davis Guest Home ("Contractor"), pursuant to the following terms and conditions.

W I T N E S S E T H:

1. TERM

The term of this Agreement shall commence on July 1, 2022 and terminate on June 30, 2023 unless extended as provided by this Agreement.

2. SERVICES

Contractor shall perform personalized residential care 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 $20,000 as set forth in Exhibit B, "Cost Proposal," which is attached hereto and incorporated herein by reference. County shall pay Contractor within thirty (30) of receipt of an approved invoice.

4. INSURANCE

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

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

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

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

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

B. OTHER INSURANCE PROVISIONS

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

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

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

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

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

(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

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coverage required by this clause. All certificates and endorsements are to be received and approved by County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Contractor's obligation to provide them. County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

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

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

5. HOLD HARMLESS/INDEMNIFICATION

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

6. INDEPENDENT CONTRACTOR

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

7. PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the Public Employees Retirement System (CalPERS) to be eligible for enrollment in CalPERS as an 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:

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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:
Davis Guest Home, Inc.
1878 E. Hatch Rd.
Modesto, CA 95331

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.

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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.

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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

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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

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.

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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

80EB2882DA5
ZorroSign

Joe Lynch, Director
Health and Human Services Agency

CONTRACTOR

80EB2882DAF
ZorroSign

Lonny Davis
Davis Guest Home

APPROVED AS TO LEGAL FORM:

80EB2882D9B
Steven W. Dahlem
ZorroSign

Steven W. Dahlem
County Counsel

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Exhibit A
SCOPE OF WORK

A. DESCRIPTION OF SERVICES AND PROGRAM DESIGN

1. History of Organization

Davis Guest Home Inc. has operated Residential Care Facilities since 1962. Davis Guest home has long enjoyed a reputation of providing quality care and services for individuals who require a level of care not generally provided by residential care homes.

2. Mission Statement

Davis Guest Home is designed as a residential care facility offering a broad range of services to residents requiring a structured environment due to mental health challenges. Our structured environment within a non-restrictive, supervised program, focuses on each resident's specific needs and interests. Davis Guest Home is unique among the larger facilities in Central California in that it has maintained a home-like environment that has developed over the years. This has been accomplished by carefully selecting personnel who genuinely care for the residents and by maintaining on ongoing training program for all levels of staff.

An environment of respect, encouragement, and appreciation is provided for each of our residents. Residents are encouraged and given support in discovering and acquiring independent living skills and self-help management skills. Residents are also encouraged to participate in many out-of-home activities that are provided in an effort to normalize lifestyles and allow social training opportunities within the community. These objectives support our desire to help each resident reach and maintain his/her highest possible quality of life. It is our expectation at Davis Guest Home that each resident will achieve individualized goals that will result in their being re-integrated into the community as soon as possible.

Davis Guest Home views our relationship with residents as a continuum of mental health services. We are committed to the team concept in assisting the client. This team includes the facility, our case management team, OUI' local emergency acute inpatient hospitals, the conservator, the psychiatrist, the resident's family, case manager, and the resident. We are dedicated to facilitating communication between all of the individuals and agencies that participate in the treatment strategies affecting residents.

3. Goals and Outcomes

Davis Guest Home instructs and encourages clients to participate in tasks that promote independent living skills. As a result of residing at Davis Guest Home and participating in our full range of activities we expect each individual will experience an enrichment of life. This may be evidenced in many different ways:

1. An ability to interact in the community in a socially acceptable manner.
2. An increased awareness of resources within the community that are available for the resident's information, recreation, transportation, etc.

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3. The development of personal hygiene, grooming, dressing, and household living skills.
4. The development and discipline of social interaction skills with family members, staff and other residents.

4. Current Programs and Services Offered

Davis Guest Home is dedicated to discovering each resident's interest and goals and to assist our residents in achieving these with training opportunities, education and counseling. Each day Davis Guest Home provides opportunities for residents to participate in activities or educational opportunities in the following areas:

Educational:

Money Management/Budgeting Training
Public Transportation Access/Utilization
Interpersonal/Dyadic Communications Skills
Family and Peer Relational Processes
Nutritional/Menu Planning and Food Preparation
Responsibility Orientation, Cause/Effect Sequences
Chemical Dependency/Substance Abuse Awareness

Socialization/Group Interactions:

Current Events/Cultural Relativity
Problem Solving/Life challenge-bridge
Self-Disclosure/Transparency Therapy
Healthy Responses to relational Pain/Trust Development
Self Acceptance Support Group

Entertainment/Recreational

Annual trips to Disneyland
Concerts, Community Events
Holiday Celebrations
Movies, Games, and Sports.
Bingo Bonanza
Talent Shows/Competition
Pizza/Ice Cream Socials
Shopping Trips
Birthday Celebrations
Live Bands/Dances

Davis Guest Home develops a schedule each month outlining daily routines, training opportunities, client council meetings, orientation time, and daily social/recreational opportunities. In constructing social/recreational and other schedules we attempt to coordinate events and situations to coincide with the Individual Program Plans that are developed for each client in our facility. The client council meetings provide opportunity for clients to influence the

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choices and types of activities and events that are sponsored or attended by residents.

The following is a partial list of behaviors/symptoms that Davis Guest Home is prepared to address:

1. Serious, psychotic impairment: difficulty self-care in bathing dressing, grooming, toileting, eating; persistently intrusive behavior requiring significant redirection: serious regression which impedes or prevents program participation.
2. Sub-acute danger to self, including suicidal ideation
3. Gross inactivity
4. Basic difficulties in sharing, working out, co-existing in a room with another person.
5. Exaggerated, loud outbursts in response to perceived injustices.
6. Problem smoking unauthorized areas.
7. Borrowing, begging or stealing or inappropriate handling of money or property.
8. Medication Compliance.
9. Paranoid perception - which goes unvoiced and sometimes leads to the person acting out of place in the community.
10. Reversed sleep patterns - up all night. sleeping in the day.
11. Sexual acting out.
12. Excessive dependency.

Davis Guest Home is staffed with individuals that have bi-lingual capabilities: two of our administrative staff are fluent in sign language. We stress a multi-cultural approach that is reflected in both our staffing and programming. Staff members regularly receive training in defusing assaultive situations, and utilize early intervention techniques that serve to help prevent hospitalizations in most instances. Resident's personal and incidental funds are placed in trust and may be withdrawn by the client at regular intervals as determined by the resident's service plan, payee, and case management contracts. Davis Guest Home provides transportation to day programs, community events, recreational activities, doctor and medical appointments, and other transportation requirements.

5. Quality Assurance Procedures

At Davis Guest Home, qualified personnel distribute medication as directed by psychiatrist or physician at prescribed intervals. Davis Guest Home requires all staff documenting or distributing medication to complete in-service training pertaining to medications.

Davis Guest Home services, facility, programs and records are evaluated annually by the following agencies: State of California Community Care Licensing, Valley Mountain Regional Center, Stanislaus County Ombudsman Program, and Patients Rights Consumer Review Task Force, Stanislaus County.

6. Description of the Facility and Community

Davis Guest Home has served Stanislaus and other counties for over 25 years. Davis Guest Home Located at 1878 E. Hatch Road in Modesto is situated close to shopping centers,

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restaurants, and recreational opportunities. Davis Guest Home is located on over two acres of beautifully landscaped, spacious park-like grounds that provide a relaxed setting for enjoying a country BBQ, outdoor activities or just lounging in the shade. Our second site is located on several acres at 1628 Nadine Avenue two blocks from the main facility. The facility on Nadine has 8 beds and offers a unique home-like atmosphere. In addition, Davis Guest Home has added another 8-bed facility, located on Mauna Loa County, in the Modesto suburb of Ceres. Our newest facility is a 33-bed adult facility located on the corner of Ohio Avenue and Waverly Drive. Davis Guest Home on Ohio has a unique county atmosphere and offers a very quiet and serene setting with an in-ground swimming pool and lots of other outdoor recreational opportunities. A11 of our facilities are situated near public transportation. Altogether, Davis Guest Homes provide services to almost 150 clients from a variety of agencies throughout the state of California.

7. Staff Qualifications and Training

We believe that Davis Guest Home is unique among residential care facilities in Central California with respect to its dedication to providing well-trained, high caliber personnel to serve our residents.

Davis Guest Homes are staff operated facilities. Lonny Davis. Owner/Administrator is involved in the daily operations of the facility. Mr. Davis has been responsible for the administration of Davis Guest Home for over twenty years. His qualifications include Social Science, BA, History, MA, completion of Valley Mountain Regional Center Provider Training Courses, American College of community Care Education Residential Provider Certification. and related training seminars offered by California Association of Residential Care Homes: Stanislaus County: and various other agencies.

All Davis Guest Home staff members are fingerprinted and attend courses in CPR, First Aid, and bimonthly in-service training programs. In-service training's provide a forum, which allows discussion and interaction among staff concerning residents, IPP's (Individual Program Plans), residents' day programs, and general progress. Motivation techniques such as recognition and praise, cash bonuses, restaurant gift certificates, etc. are used to award staff demonstrating qualities of personal initiative, diligence and concern for clients' welfare, which we are attempting to promote.

8. Designated Psychiatrist

Davis Guest Home residents are provided psychiatric services by local psychiatrists who are contracted with Davis Guest Home. Psychiatrists visit residents on-site regularly and are on call continuously for emergency consultation.

The psychiatrist that Davis Guest Homes contracts with will bill each counties Department of Mental Health the standard Medi-Cal reimbursement rates for the initial consult/new patient assessment, and the regular/subsequent medication refill appointments.

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9. Clients to be Served

Davis Guest Home is unique in that it successfully provides a secure environment for individuals who are placed from a variety of programs reflecting diverse needs and aptitudes. We have been successful in working with individuals who are behaviorally inappropriate in such areas as: non-compliance, defiance, non-assaultive aggressiveness, psychotic ideations, hygiene deficiencies, medication resistance, and substance abuse histories.

Davis Guest Home is licensed for adult population both ambulatory and non-ambulatory.

10. Placement Procedures

A member of our management team personally evaluates potential residents of Davis Guest Home. Davis Guest Home reserves the right to deny placement to any client we feel would not fit into our population or does not meet our placement criteria.

All potential residents will complete an interview process that will entail an examination of records, personal history, medical review, Individual Program Plan, and the pre-placement appraisal form.

11. Emergency Services

Emergency services are provided by "Stanislaus Behavioral Health Center". Placing counties and agencies may also choose to transfer an individual back to the county of origin for in-patient acute care. Davis Guest Home has transportation services available on a case-by-case basis. To check on availability and cost to specific destinations, contact our office.

13. Program Expenses

Each resident is evaluated on an individual basis respecting behavioral and social history, ambulatory status, medical status, special services requested or required, and number of staff hours required to successfully maintaining the resident. A current copy of the “Davis Guest Home Rate Quote Sheet” is enclosed with this informational packet.

14. Terminating Placement

COUNTY will give CONTRACTOR a written two-week notice upon terminating a resident’s placement at CONTRACTOR’S facility. Residents that are moved from CONTRACTOR’S facility without providing a two-week written notice, or before the date indicated on the notice, COUNTY will be responsible for payment of the term indicated in the termination notice.

15. HIPAA Compliance

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

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activity contractor performs on behalf of COUNTY, to the extent COUNTY would be required to comply with such requirements.

B. POLICIES REGARDING BED HOLD, CONSERVATORSHIP and LEAVE OF ABSENCES

COUNTY agrees that in the event individuals placed with CONTRACTOR are no longer conserved by COUNTY, CONTRACTOR will be notified as to the change of Conservator status.

COUNTY agrees to continue case management responsibility for any client whose MARIPOSA COUNTY conservatorship terminates while at CONTRACTOR's facility. COUNTY further agrees to work towards avoiding a non-conserved client leaving CONTRACTOR's facility and becoming a Stanislaus permanent resident. All efforts will be made to relocate such a client to MARIPOSA COUNTY for placement.

COUNTY shall pay the daily rate for clients participating in the program when a client is absent for a short time which is defined as not more than (7) days of non-medical leave and not more than (10) days of medical leave upon prior notification by CONTRACTOR.

COUNTY will give CONTRACTOR a written two-week notice upon terminating a resident's placement at CONTRACTOR's facility. Residents that are moved from CONTRACTOR's facility without providing a two-week written notice, or before the date indicated on the notice, COUNTY will be responsible for payment of the term indicated in the termination notice.

CONTRACTOR will hold a resident's bed for a total of ten days for in-patient hospitalizations (Medical and or Psychiatric) per occurrence and seven days per month for overnight passes. Upon written requests, exceptions can be accepted with COUNTY approval. Hospital days and passes require payment to CONTRACTOR within time framed indicated above, extensions may be secured with written notice to CONTRACTOR.

COUNTY shall pay CONTRACTOR with (30) days of receipt of an approved invoice.

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Exhibit B
COST PROPOSAL
Transitional Rate Program/Services:

$ 1,211.77 SSI *
$ 1,231.77 SSI/SSA*
$ 140.00 Daily Patch Rate

*The resident's SSI/SSI monthly residential board and care rate is currently $1,211.77/$1,231.77 per month (this monthly amount is subject to annual adjustments by the Federal Government and State of California).

Augmented services provided by Davis Guest Home such as transportation outside of Stanislaus County, extraordinary staffing requests, residents requiring special medical attention waivers or treatments and other enhanced services may be negotiated on an individual basis.

Before placement, all residents of Davis Guest Homes must have in place some form of medical insurance or provision for medical care and treatments including payment arrangements.

In special situations Davis Guest Homes may require an adjustment to the daily rate based upon acuity, medical complexity, and behavior problems requiring staff interventions beyond typical staff to client ratios. The rates may vary between $350.00 and $800.00 daily for higher acuity, new acute facility, and $275.00 for private rooms.

Residents who are not removed from Davis Guest Home facilities within 30 days of receiving discharge notice (as stipulated in the Admission Agreement) will be assessed a daily rate of $350.00 for Transitional residents, $375.00 for Private rooms, $150.00 additional per diem for individuals who are in high acuity facilities from day 31 until time they are relocated.

Board and Care shall be paid from the clients SSI or SSI/SSA benefits. If the client does not yet receive SSI or SSI/SSA benefits, or those benefits have been diminished due to back payments owed to other entities, or do not reflect standard residential care rates, COUNTY will provide payment to cover the delinquent and /or amount owed. The clients SSI or SSI/SSA monthly residential board and care rate is currently $1,211.77 per month for a client who receives one check and $1,231.77 for a client who receives two checks (this monthly amount is subject to annual adjustments by the Federal Government and State of California), which adjustments shall be effective without the need for any amendment to the Agreement. County will be responsible to cover SSI/SSA benefits within 30 days of being delinquent and continuing until Resident is removed from Davis Guest Home or SSI/SSA benefits are restored.

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Certificate Of Completion

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Signatures: 4
Certificate Pages: 5
Initials: 0
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EnvelopeId Stamping: Enabled
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Envelope Originator:
Mariposa Clerk of the Board
5100 Bullion St FL 2
Mariposa, CA 95338
Clerk-bos@mariposacounty.org
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Signer Events	Signature	Timestamp
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Miles S Menetrey mmenetrey@mariposacounty.org Mariposa County Board Chair Security Level: Email, Account Authentication (None)	DocuSigned by: Miles S Menetrey B43EC70C19BE446... Signature Adoption: Pre-selected Style Using IP Address: 64.118.100.36	Sent: 3/21/2023 2:18:24 PM Viewed: 3/21/2023 3:14:03 PM Signed: 3/21/2023 3:14:19 PM
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Electronic Record and Signature Disclosure: Accepted: 1/4/2023 2:37:06 PM ID: 5252ab10-8bee-4985-bdc8-3daabc1d1971		
Lonny Davis unclonny2003@yahoo.com Owner/President Security Level: Email, Account Authentication (None)	DocuSigned by: Lonny Davis D58CF621603649A... Signature Adoption: Pre-selected Style Using IP Address: 47.47.76.66	Sent: 3/22/2023 12:53:13 PM Viewed: 3/23/2023 3:51:05 PM Signed: 3/23/2023 4:05:58 PM
Electronic Record and Signature Disclosure:		

Signer Events	Signature	Timestamp
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Electronic Record and Signature Disclosure: Not Offered via DocuSign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
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Certified Delivered	Security Checked	3/23/2023 4:08:17 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, County of Mariposa (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact County of Mariposa:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: jbond@mariposacounty.org

To advise County of Mariposa of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at jbond@mariposacounty.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from County of Mariposa

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to jbond@mariposacounty.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with County of Mariposa

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to jbond@mariposacounty.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify County of Mariposa as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by County of Mariposa during the course of your relationship with County of Mariposa.

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-436

MEETING: August 8, 2023

TO: The Board of Supervisors

FROM: Joe Lynch, Director of Health and Human Services

RE: Approve an Agreement with Sierra Quest Human Services Foundation (SQHSF) in the Amount of $400,000 for Short-Term Residential Therapeutic Program (STRTP) Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

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RECOMMENDATION AND JUSTIFICATION

Approve an Agreement with Sierra Quest Human Services Foundation in the Amount of $400,000 for Short-Term Residential Therapeutic Program (STRTP) Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

Previously performing services as Sierra Boys Academy, the contractor became Sierra Quest Human Services Foundation as a reflection of its inclusion and expansion of services for boys and girls. It is a Medi-Cal certified provider and delivers covered Specialty Mental Health Services (SMHS) and Drug Medi-Cal Organized Delivery System (DMC-ODS) for Medi-Cal beneficiaries zero to twenty-one who meet criteria for placement in a Short-Term Residential Therapeutic Program (STRTP). Short Term Residential Treatment Programs are required to provide a variety of mental health services on site and must be contracted with the county to provide these services.

Specific services under this program include Specialty Mental Health Services, Targeted Case Management, Crisis Intervention, and Medication Support.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board of Supervisors approved the most recent agreement with SQHSF for STRTP on September 20, 2022.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If the agreement is not approved, we may have longer wait times for clients to be served, and youth clients will not be served according to the higher standards of the Short-Term Residential Therapeutic Program (STRTP).

FINANCIAL IMPACT

There is no impact on the General Fund.

ATTACHMENTS

1. **FY 23-24 SQHSF Agreement**

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District IV Supervisor Wayne Forsythe
SECONDER:	District III Supervisor Danette Toso
AYES:	District II Supervisor Poe, District I Supervisor Smallcombe, District IV Supervisor Forsythe, District V Supervisor Menetrey, District III Supervisor Toso
ABSTAIN:	None

AGREEMENT FOR SPECIALTY MENTAL HEALTH SERVICES IN A SHORT-TERM RESIDENTIAL THERAPEUTIC PROGRAM

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 Sierra Quest Human Services Foundation ("Contractor"), pursuant to the following terms and conditions.

W I T N E S S E T H:

1. TERM

The term of this Agreement shall commence on July 1, 2023 and terminate on June 30, 2024 unless extended as provided by this Agreement.

2. SERVICES

Contractor shall perform covered Specialty Mental Health Services (SMHS) and Drug Medi-Cal Organized Delivery System (DMC-ODS) for Medi-Cal beneficiaries zero to twenty-one who meet criteria for placement in a Short Term Residential Therapeutic Program (STRTP) as described in Exhibit A, B, C, D, and E which are attached hereto and incorporated herein by reference. Contractor shall provide all staffing and materials necessary to perform the Scope of Work.

3. COMPENSATION

Contractor shall be compensated for services performed in an amount not to exceed $400,000. Contractor's rates are listed in Exhibit B, "Cost Proposal," which are attached hereto and incorporated herein by reference. County shall pay Contractor within thirty (30) days 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 $1,000,000 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 three times 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 $1,000,000 per occurrence or claim, $3,000,000 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 all of its premises, physical facilities, equipment, books, records, documents contracts, computers, or other electronic systems pertaining to Medi-Cal enrollees, Medi-cal related activities, services and activities furnished under the terms of this contract, or determinations of amounts payable available to County, Department of Health Care Services (DHCS), Centers for Medicare and Medicaid Services (CSM), Health and Human Services (HHS) Inspector General, the United States Comptroller General, their designees, and other authorized federal and state agencies. (42 C.F.R. §438.3(h)). Contractor shall, upon the request of County, permit County to audit and inspect all of such records and data necessary to ensure Contractor's compliance with the terms of this Agreement. This audit right will exist for 10 years from the final date of the contract period or from the date of completion of any audit, whichever is later. (42.C.F.R. §438.230(c)(3)(iii).) DHCS, CMS, or the HHS Inspector General may inspect, evaluate, and audit the subcontractor at any time if there is a reasonable possibility of fraud or similar risk, then. (42 C.F.R. §438.230(c)(3)(iv).) If compensation to be paid by County under this Agreement exceeds Ten Thousand Dollars ($10,000), Contractor shall be subject to the examination and audit of the California State Auditor, as provided in Government Code section 8546.7, for a period of three (3) years after final payment under this Agreement. This section survives the termination of this Agreement.

10. ASSIGNMENT

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

11. NOTICE

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

CONTRACTOR:
Sierra Quest Human Services Foundation

COUNTY:
Lynn Rumfelt
County of Mariposa

6986 Scott Road
Mariposa, CA 95338

5362 Lemee Lane
P.O. Box 99
Mariposa, CA 95338

12. NONDESCRIMINATION AND COMPLIANCE

Contractor shall comply with all federal, state and local laws, codes, ordinances and regulations applicable to Contractor's performance under this Agreement, including, but not limited to, lawsrelated to prevailing wages. Consistent with the requirements of applicable federal law, such as 42 Code of Federal Regulations, part 438.3(d)(3) and (4), and state law, the contractor shall not engage in any unlawful discriminatory practices in the admission of beneficiaries, assignments of accommodations, treatment, evaluation, employment of personnel, or in any other respect on the basis of race, color, gender, gender identity, religion, marital status, national origin, age, sexual orientation, or mental or physical handicap or disability as prohibited by state or federal law.

Contractor shall comply with the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, pertaining to the prohibition of discrimination against qualified handicapped persons in all federally assisted programs or activities, as detailed in regulations signed by the Secretary of Health and Human Services, effective June2, 1977, and found in the Federal Register, Volume 42, No. 86, dated May 4, 1977.

13. PUBLIC RECORDS ACT

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

14. ENTIRE AGREEMENT AND MODIFICATION

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

15. ENFORCEABILITY AND SEVERABILITY

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

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

_____

Miles Menetrey, Chair
Board of Supervisors

CONTRACTOR

_____

Scott Seymour, Executive Director
Sierra Quest Human Services Foundation

COUNTERSIGNED:
(Government Code §25103)

_____

Danielle Bondshu
Clerk of the Board

APPROVED AS TO FORM:

_____

Steven W. Dahlem
County Counsel

Exhibit A
SCOPE OF WORK

The Contractor shall provide services under this Agreement as follows:

A. Short Term Residential Therapeutic Program (STRTP) Overall Guidance

1. Contractor shall provide services in accordance with MCBHRS Documentation Manual. Any chart found to be out of compliance with the Documentation Manual is subject to corrective action and recoupment.

2. Contractor shall ensure that covered services are sufficient in amount, duration, or scope to reasonably be expected to achieve the purpose for which services are furnished. The Contractor shall not arbitrarily deny or reduce the amount, duration, or scope of a required service solely because of diagnosis, type, of illness, or condition of the beneficiary except as specifically provided in the medical necessity criteria applicable to the situation.

3. The Contractor shall make covered services available with respect to timeliness of routine services. Clients shall be assessed within 10 business days of admission to the STRTP. Psychiatric services are to be provided within 15 business days of request.

4. Contractor shall ensure that hours of operation are no less than the hours of operation offered to commercial enrollees, if enrollees of a commercial health plan receive services by Contractor.

5. Medi-Cal beneficiaries shall receive the same level of service provided to all other clients served by Contractor. This requirement is a condition for reimbursement for specialty mental health services.

6. Contractor shall hire, train and retain experienced and competent staff, who meet the standards in the current version of the STRTP Interim Licensing Standards.

7. Contractor shall employ Evidence-Based Practices within the program in an effort to increase achievement of the County's Performance Outcome Goals.

8. Contractor shall coordinate services, site changes, personnel reassignments, and caseload capacity with the Quality Assurance Unit.

9. Contractor shall assign one or more agency representatives to attend the County's scheduled Quality Improvement Committee (QIC).

10. Contractor shall participate in monthly contract provider check ins with the County.

11. Contractor's Code of Ethics shall be consistent with County's Code of Ethics, a copy of which will be provided to Contractor annually.

12. **Workplace Requirements:**

a. Contractor shall maintain a safe facility that is as free from safety hazards as is possible. Any reporting of unsafe working conditions by employees or others shall be immediately appraised and addressed.

b. Smoking shall not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed.

c. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1,000 for each violation and/or the imposition of an administrative compliance order on the responsible party.

d. By signing this Agreement, Contractor or Grantee certifies that it will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. The prohibitions herein are effective December 26, 1994

13. Contractor hereby certifies that it complies with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and provides a drug-free workplace.

14. Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future Agreements if the County determines that any of the following has occurred: (1) Contractor has made a false certification or, (2) violates the certification by failing to carry out the requirements as noted above.

15. **Patients' Rights and Problem Resolution Process:**

a. Pursuant to 42 C.F.R. § 438.100, Contractor shall take beneficiaries rights into account when providing services, including the right to:

i. Receive information in accordance with 42 C.F.R. § 438.10.

ii. Be treated with respect and with due consideration for his or her dignity and privacy.

iii. Receive information on available treatment options and alternatives, presented in a manner appropriate to the beneficiary's condition and ability to understand.

iv. Participate in decisions regarding his or her health care, including the right to refuse treatment.

v. Be free from any form of restraint or seclusion used as a means of coercion, discipline, convenience, or retaliation.

vi. Request and receive a copy of his or her medical records, and to request that they be amended or corrected, as specified in 45 C.F.R. §§ 164.524 and 164.526.

vii. To be furnished services in accordance with 42 C.F.R. §§ 438.206 through 438.210.

viii. To freely exercise his or her rights, and the exercise of those rights will not adversely affect the way the Contractor and its providers or the Department treat the beneficiary.

b. Contractor shall comply with all relevant rules, regulations, statutes, and County policies and procedures related to individuals' rights to a grievance process, an appeal process, and an expedited appeal process.

c. Contractor shall comply with the County Medi-Cal beneficiary problem resolution process as stated in the County Beneficiary Handbook. This does not preclude Contractor's commitment to resolve problems or complaints by Medi-Cal beneficiaries as quickly as possible. Nothing in this Agreement shall prevent Medi-Cal beneficiaries from utilizing the County's and other rights and processes regarding grievances and appeals, which are guaranteed by statute.

d. Contractor shall ensure that each beneficiary has adequate information about the Contractor's processes to include at a minimum:

i. Description of grievance and appeal process;

ii. Posting notices explaining the process procedures;

iii. Making grievance forms and appeal forms along with self-addressed envelopes available for beneficiaries at Contractor sites;

iv. Making interpreter services and TDD/TTY available to beneficiaries during normal business hours.

e. No provision of this Agreement shall be construed to replace or conflict with the duties of County's Patients' Rights Advocates as described in Section 5520 of the Welfare and Institutions Code.

16. **Record Requirements:**

a. Contractor shall adhere to all policies and standards related to appropriate documentation and timeliness of documentation in client's medical record chart.

a. Clinical records shall be maintained according to County standards, policies and procedures and Short-Doyle Medi-Cal regulations. For each client who has received services, a legible record shall be kept in detail which permits effective quality management processes and external operational audit processes, and which facilitates an adequate system for follow-up treatment.

b. Clinical records shall be the property of County and maintained by Contractor in accordance with County standards.

c. The Contractor shall be subject to the examination and audit of the Department or California State Auditor for a period of three years after final payment under agreement (Government Code § 8546.7).

d. Contractor shall allow the Department, DHCS, HHS and the Comptroller General of the United States, and other authorized federal and state agencies, or their duly authorized representatives, to inspect or otherwise evaluate the quality, appropriateness, and timeliness of services performed under this Agreement, and to inspect and evaluate, and audit any and all books, records, and facilities maintained by the Contractor and its subcontractors pertaining to such services at any time during normal business hours. Books and records include, but are not limited to, all physical records originated or prepared pursuant to the performance under this Agreement including working papers, reports, financial records and books of account, beneficiary records, prescription files, subcontracts, and any other documentation pertaining to covered services and other related services for beneficiaries. Upon request, at any time during the period of this contract, the Contractor shall furnish any such record, or copy thereof, to the Department, DCHS, or HHS. Authorized agencies shall maintain the confidentiality of such books and records in accordance with applicable laws and regulations.

e. These books and records shall be maintained for a term of at least ten (10) years after final payment is made and all pending matters closed, or, in the event the Contractor has been duly notified that the County, State, HHS, or the Comptroller General of the United States, or their duly authorized representatives, have commenced an audit or investigation of the contract, until such time as the matter under audit or investigation has been resolved, whichever is later.

17. **Credentialling and Re-credentialling Requirements:**

a. Contractor shall ensure a process for credentialing of licensed staff is in place, which includes at a minimum, background checks and license verification.

b. Ensure that each of its network providers is qualified in accordance with current legal, professional, and technical standards, and is appropriately licensed, registered, waivered, and/or certified. Providers must be in good standing with the Medicaid/Medi-Cal programs. Any provider excluded from participation in Federal health care programs, including Medicare or Medicaid/Medi-Cal, may not participate in County's provider network.

c. The uniform credentialing and re-credentialing requirements apply to all licensed, waivered, or registered mental health providers and licensed substance use disorder services providers contracting with County to deliver Medi- Cal covered services.

d. Credentialling**:**

   i. For all licensed, waivered, registered and/or certified providers, Contractor must verify and document the following items through a primary source as applicable. The listed requirements are not applicable to all provider types. When applicable to the provider type, the information must be verified by Contractor unless Contractor can demonstrate the required information has been previously verified by the applicable licensing, certification and/or registration board.

      1. The appropriate license and/or board certification or registration, as required for the particular provider type;

      2. Evidence of graduation or completion of any required education, as required for the particular provider type;

      3. Proof of completion of any relevant medical residency and/or specialty training, as required for the particular provider type; and

      4. Satisfaction of any applicable continuing education requirements, as required for the particular provider type.

      5. Providers social security number and date of birth.

      6. Providers national provider index (NPI) numbers.

   ii. In addition, Contractor must verify and document the following information from each provider, as applicable, but need not verify this information through a primary source:

      1. Work history;

      2. Hospital and clinic privileges in good standing;

      3. History of any suspension or curtailment of hospital and clinic privileges;

4. Current Drug Enforcement Administration identification number;
5. National Provider Identifier number;
6. Current malpractice insurance in an adequate amount, as required for the particular provider type;
7. History of liability claims against the provider;
8. Provider information, if any, entered in the National Practitioner Data Bank, when applicable. See https://www.npdb.hrsa.gov/;
9. History of sanctions from participating in Medicare and/or Medi-Cal: providers terminated from either Medicare or Medi-Cal, or on the Suspended and Ineligible Provider List, may not participate in County's provider network. This list is available at: http://files.medical.ca.gov/pubsdoco/SandILanding.asp; and
10. History of sanctions or limitations on the provider's license issued by any state's agencies or licensing boards.

e. Attestation:

i. For all providers who deliver covered services, each provider's application to contract with County must include a signed and dated statement attesting to the following:

ii. Any limitations or inabilities that affect the provider's ability to perform any of the position's essential functions, with or without accommodation;

iii. A history of loss of license or felony conviction;

iv. A history of loss or limitation of privileges or disciplinary activity;

v. A lack of present illegal drug use; and

vi. The application's accuracy and completeness.

f. County will maintain credential record. Provider must notify County within 24 hours of any change of status.

g. Any licenses, certificates, or permits required by the Federal, State, County, or municipal governments for Contractor to provide the services and work described in this Agreement must be procured by Contractor and be valid at the time Contractor enters into this Agreement. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, professional licenses or certificates, and business licenses. Such licenses, certificates, and permits shall be procured and maintained in force by Contractor at no expense to County.

18. **Personnel Requirements:**

a. Contractor shall adhere to the Statement of Compliance as specified in the attached Statement of Compliance Exhibit.

b. All Contractor staff providing services under the terms of this Agreement shall have successfully passed a criminal background check appropriate to their job classification and duties. Contractor shall not knowingly allow services to be provided under the terms of this Agreement by any person convicted of financial fraud involving Federal or State funds.

c. Contractor assures County that it complies with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

d. All personnel rendering services under this Agreement shall be employed by, or under contract to Contractor, and shall be appropriately supervised. Services shall be under the direction of Contractor's Clinical Director or employee who shall be a licensed mental health professional or other appropriate individual as described in Sections 622 through 630 of Title 9, of the California Code of Regulations.

e. All staff providing service under registration with the California State Board of Behavioral Health Science, or the Board of Psychology, shall be supervised by a licensed mental health professional, i.e., a Licensed Clinical Social Worker; Marriage Family Therapist; or Clinical Psychologist.

f. All staff providing services under this Agreement must obtain a National Provider Identifier (NPI).

g. Contractor shall follow County's procedures for registering and terminating Contractor staff from the County's Electronic Health Record (EHR). This shall include the Contractor providing County with the Contractor's staff information necessary for billing in the County EHR in a manner designated by the County, including submitting completed registration forms and copies of current licenses.

h. Contractor shall provide County with the name, a copy each of the Curriculum Vitae, Medical License, and DEA Certificate of each new physician providing services under this Agreement at least two (2) weeks prior to the provision of service.

i. All Contractor staff transporting clients under the terms of this Agreement shall have received and possess a valid California Driver's License and, if not covered by Contractor for automobile liability insurance, shall maintain at least the current California state minimum coverage.

j. Contractor's staff shall be linguistically and culturally qualified to meet the current and projected needs of the client community. Contractor shall ensure that staff providing bilingual services are fluent in their identified language.

k. Contractor will be responsible for providing training to their respective staff on County's Advanced Medical Directives policies and procedures.

19. **Federal Equal Opportunity Requirements:**

a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical or mental handicap, drug abuse, alcohol abuse or alcoholism, disability, age or status as a disabled veteran or veteran of the Vietnam era. The Contractor will take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, physical or mental handicap, drug abuse, alcohol abuse or alcoholism, disability, age or status as a disabled veteran or veteran of the Vietnam era. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and career development opportunities and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or DHCS, setting forth the provisions of the Equal Opportunity clause, Section 503 of the Rehabilitation Act of 1973 and the affirmative action clause required by the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212). Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified applicants without discrimination based on their race, color, religion, sex, national origin physical or mental handicap, drug abuse, alcohol abuse or alcoholism, disability, age or status as a disabled veteran or veteran of the Vietnam era and the rights of applicants and employees.

b. The Contractor will, in all solicitations or advancements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin physical or mental handicap, drug abuse, alcohol abuse or alcoholism, disability, age or status as a disabled veteran or veteran of the Vietnam era.

c. The Contractor will comply with all provisions of and furnish all information and reports required by Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38

U.S.C. 4212), The Drug Abuse Office and Treatment Act of 1972, as amended, The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616, as amended, and of the Federal Executive Order No. 11246 as amended, including by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and of the rules, regulations, and relevant orders of the Secretary of Labor.

d. The Contractor will furnish all information and reports required by Federal Executive Order No. 11246 as amended, including by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and the Rehabilitation Act of 1973, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the State and its designated representatives and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

e. In the event of the Contractor's noncompliance with the requirements of the provisions herein or with any federal rules, regulations, or orders which are referenced herein, this Agreement may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further federal and state contracts in accordance with procedures authorized in Federal Executive Order No. 11246 as amended and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

20. **Cultural and Linguistic Requirements:**

a. Contractor shall ensure that cultural competency is integrated into the provision of services. The terms of this section of the Agreement shall be reviewed during contract monitoring meetings.

b. County will maintain the current Cultural Linguistic Competency Plan (CLCP) and its updates on the County website. Contractor shall review and attend trainings as outlined.

c. Contractor shall adhere to the provisions of the County CLCP, as submitted and updated, and provide information as required for submitting and updating the CLCP.

d. Contractor shall document evidence that interpreter services are offered and provided for threshold languages at all points of contact. Contractor shall also document the response to the offer of interpreter services.

e. Contractor shall document its certified bilingual staff, including their title and languages and shall have the documentation readily available. Protocols on how to request interpreters shall be in place and documentation shall be provided.

f. Contractor shall have knowledge of the County's Cultural Competence Program. Contractor shall either adopt the County's Cultural Competence Program or if they maintain their own program, they shall provide evidence that their program aligns with the County's program and expectations. Evidence shall be provided at annual reviews or at on-going monitoring activities.

g. Cultural Competence training opportunities will be shared by the County. If Contractor develops their own trainings or attends offsite trainings, approval from the County's Quality Assurance Unit shall be documented to ensure that the training meets cultural competence guidelines.

h. Contractor is responsible for tracking all contracted staff's cultural competence trainings and documentation shall be readily available during monitoring visits and at on-going monitoring activities. Documentation should include evidence of monitoring and oversight, including but not limited to attendance tracking, records, sign in sheets, protocols, and action steps for staff that has not met cultural competence requirements as delineated in the County's Cultural Competence Program.

21. **Quality Management Standards:**

a. Contractor shall be in full compliance with County's Quality Management Plan and Compliance Program. County shall have access to, and conduct audits and reviews of, Contractor's records, policies and procedures, incident reports, and related activities it deems necessary to support these functions.

b. Contractor and County, to the extent feasible, shall include their respective Quality Management staff in each other's Quality Management activities. Such activities shall include, but not be limited to, Quality Improvement Councils, chart audits, program compliance reviews, and Medi-Cal certifications.

c. Contractors are to report any unusual occurrence and/or adverse incidents in a timely manner according to the Mariposa County Behavioral Health and Recovery Services Unusual occurrence reporting policy.

22. **Compliance Standards:**

a. County has accepted as policy a Compliance Plan which addresses compliance with Federal, State, and local laws, regulations, rules and guidelines. It is expected that Contractor shall maintain a similar compliance plan for its organization, which is consistent with County's Plan.

b. Contractor shall ensure that compliance is integrated into the provision of services. This shall be reviewed during contract monitoring meetings.

c. Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act. Violations shall be reported to the Centers for Medicare and Medicaid Services.

d. Contractor shall comply with the provisions of Title 42, CFR, Section 438.610 and Executive Orders 12549 and 12689, "Debarment and Suspension," which excludes parties listed on the General Services Administration's list of parties excluded from federal procurement or non- procurement programs from having a relationship with Contractor.

e. Contractor shall not employ or contract with providers or other individuals and entities excluded from participation in Federal health care programs under either Section 1128 or 1128A of the Social Security Act. Federal financial participation is not available for providers excluded by Medicare, Medicaid, or the State Children's Insurance Program, except for emergency services.

f. Contractor shall not allow services to be provided under the terms of this Agreement by any officer, employee, subcontractor, agent or any other individual or entity that is on the List of Excluded Individuals/Entities maintained by the U. S. Department of Health and Human Services, Office of the Inspector General (OIG), the Excluded Parties List System/System Award Management (EPLS/SAM) databases and the California State Medi-Cal Suspended and Ineligible Provider List (S&I), maintained by the California Department of Health Care Services.

    i. Contractor shall insure that all officers, employees, subcontractors, agents or other individuals or entities are not on the two lists in this section at the time of hiring. If they are on either or all of the three lists,

they will not be hired to perform any duties under this agreement. Contractor agrees to provide evidence of verification prior to entering into the Agreement and/or upon request of the County.

ii. Contractor shall thereafter monthly insure that all officers, employees, subcontractors, agents or other individuals or entities are not on the two lists in this section or any exclusions databases that may be mandated by the Federal and/or State government within the duration of this Agreement. Contractor is to submit evidence of monthly reporting as part of the Monitoring process referenced below.

iii. Contractor shall immediately notify the County upon discovery of any officer, employee, subcontractor, agent or other individual or entity who are found on any of the three lists in this section. In the event of this discovery, Contractor also agrees to immediately cease the staff member from performing services, that the staff member will be restricted from submitting a claim for any Medi-Cal services and that the Contractor will internally address any corrective and/or disciplinary action in regards to this staff member.

iv. County provides to Contractor the following references to the two lists found in this section. County does not guarantee that these references will not change from time to time.

1. OIG list is currently found at the following web address: http://exclusions.oig.hhs.gov/

2. A link to the S&I list is currently found at the following web address: http://files.medi-cal.ca.gov/pubsdoco/SandILanding.asp Near the bottom of the page click, on the "Suspended & Ineligible Provider List."

3. A link to the EPLS/SAM list is currently found at the following web address: https://www.sam.gov/portal/SAM/#1

Pursuant to Section 6032 of the Deficit Reduction Act of 2005, CONTRACTOR shall communicate to its employees, subcontractors, agents and other persons providing services on behalf of Contractor the policies and procedures related to the Federal and State False Claims Act.

g. Contractor shall enter all required data into the County's Electronic Health Record (EHR). Data must be entered by the third working day after the service. County may withhold payment for services until the entry of data is current. Claims that are not brought current within one year post service will not be eligible for payment.

2. **Confidentiality and Information Security Requirements:**

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

b. Contractor and its officers, employees, agents representative, subcontractors and all others acting on behalf of Contractor shall comply with applicable laws and regulations, including but not limited to Section 14100.2 and 5328 et seq. of the California Welfare and Institutions (W&I) Code, and 45 CFR Parts 160, 162, and 164 regarding the confidentiality and security of individually identifiable health information as required by the attached Confidentiality and Information Security Exhibit of this Agreement.

c. Records shall be disclosed only in accordance with all applicable State and Federal laws and regulations, including those relating to the privacy of protected health information, confidentiality of medical records, patient consents to release information, and the therapist- patient privilege. Such information shall be used only for appropriate claims and quality management purposes, unless specifically authorized by the client. Confidentiality regulations shall apply to all electronic media.

d. Contractor shall comply with County's medical record policies and procedures including, but not limited to, those related to requesting and transporting records, filing, and security. Further, Contractor shall comply with County's documentation protocols and use of forms. County shall provide training, support, and technical assistance if needed.

25. **Monitoring/review assistance requirements:**

a. Contractor agrees to maintain books, records, documents, and other evidence necessary to facilitate contract monitoring and audits pursuant to Section 640, Title 9, Division 1, Chapter 3, Article 9, of the California Code of Regulations and the policies of Behavioral Health and Recovery Services.

b. Contractor agrees that the County shall have access to facilities, program documents, records, staff, clients/patients, or other material or persons the County deems necessary to monitor and audit services rendered

c. Contractor shall provide any necessary assistance to County in its conduct of facility inspections, and operational reviews of the quality of care being provided to beneficiaries, including providing County with any requested documentation or reports in advance of a scheduled on-site review. Contractor shall also provide any necessary assistance to County and the External Quality

Review Organization contracting with the California Department of Health Care Services (DHCS) in the annual external quality review of the quality of care, quality outcomes, timeliness of, and access to, the services being provided to beneficiaries under this Agreement. Contractor shall provide a corrective action plan when requested and correct deficiencies as identified by such inspections and reviews according to the time frames delineated in the resulting reports.

26. **Financial Relationship Requirements:**

    a. All owners/supervisors/managers must submit a Medi-Cal disclosure statement of direct or indirect ownership, interest, control, and relationship information for persons who have an ownership or a controlling interest of the Contractor.

        i. These must be submitted to the County annually and updated within 35 days after any changes in ownership occurs.

27. **Electronic Health Record Requirements:**

    a. Contractor shall utilize the county approved EHR.

    b. County shall invoice the contractor for each new staff license required at the current EHR contract rate, currently $3,211.00 per license.

    c. Contractor shall ensure that staff are assigned an individual license per user.

        i. Contractor shall maintain the following minimum network requirements:

Workstation Requirements	
Processor	Intel Processers are recommended
Memory	Minimum of 4GB if RAM with 8GB or more highly recommended
Operating System	PC: Microsoft Windows 10 Professional, higher or latest industry version available; Apple macOS: Mojave Version 10.14 or later; Apple iPad: iOSVersion 12.4 or later
Internet Browsers	Latest version of Google Chrome, Internet Explorer or Mozilla Firefox. Safari Browser is not supported.
Computer/Tablets	Any computer or tablet that is running the compatible internet browsers above.
Anti-Virus/ Internet Security	Latest version/up to date anti-virus and internet security software.

B. <u>Mental Health Program</u>

1. Contractor's staff shall be available 24 hours a day, seven days a week to provide SMHS on site for Medi-Cal beneficiaries who are placed at the STRTP.

2. Contractor shall provide covered Specialty Mental Health Services (SMHS) for Medi-Cal beneficiaries zero to twenty-one who meet criteria for placement in an STRTP. Services will include the following: Mental health Services:

   a. Within five calendar days of the child's arrival, an assessment must be completed. Assessment services shall include a clinical analysis of the history and current status of a beneficiary's mental, emotional, or behavioral disorder; relevant cultural issues and history; diagnosis; and the use of testing procedures.

   b. Plan Development shall consist of a service activity which includes development of client plans, approval of client plans, and/or monitoring of a beneficiary's progress, including anticipated length of stay. Each participant admitted to the STRTP must have a treatment plan within 10 calendar days of the child's arrival at the STRTP.

   c. Individual and Group Therapy shall be comprised of service activities which are therapeutic interventions that focus primarily on symptom reduction as a means to improve functional impairments. Therapy shall be focused on the goals identified in each child's Assessment and Treatment Plan. Individual Therapy shall be provided by a licensed practitioner of the healing arts (LPHA). Measurable long-term goals and short-term objectives shall be addressed with structured therapeutic interventions.

   d. Family Therapy shall be focused on the problems of the client as a family member. Assessment of family dynamics contributing to the emotional disturbance of the client, problem solving techniques and communication skills are included in family therapy. Family therapy is imperative to the successful and sustainable reunification of the client with the family. Family Therapy shall be provided by an LPHA. Measurable long-term goals and short-term objectives shall be addressed with structured therapeutic interventions.

   e. Individual and Group Rehabilitation shall be comprised of service activities with individuals and groups of individuals that may consist of:

      i. Conducting activities that provide assistance in restoring or maintain an individual's functional skills, living skills, social skills, grooming and personal hygiene skills, meal preparation skills, medication compliance and support resources.

      ii. Counseling of the individual and/or significant support persons when the individual is present.

      iii. Training in leisure activities to achieve the individual's goals/desired results/personal milestones.

      iv. Medication education.

v. May be face to face or by telephone with individuals or significant support persons.

f. Collateral is not a standalone service and shall only be provided if through another covered mental health service. Collateral Contact shall be with one or more significant support person(s) in the life of the client. This may include consultation and training to assist in better utilization of services and understanding mental illness. Collateral services shall include, but are not limited to, helping significant support person(s) to understand and accept the client's condition and involves them in a treatment service planning and implementation of the client plan. Collateral shall be provided by an LPHA.

g. Intensive Home Base Services (IHBS) are intense, individualized, strength- based, and needs-driven interventions designed to ameliorate mental health conditions that interfere with a child/youth's functioning. They are aimed at helping the child/youth build skills necessary for successful functioning in the home and community and at improving the family's ability to help the child/youth successfully function in the home and community. IHBS services support the engagement and participation of the child/youth and his/her significant support persons and help the child/youth develop skills and achieve the goals and objectives of their plan.

h. Targeted Case Management

i. Case Management services are activities provided by the program staff to access needed medical, education, social, prevocational, vocational, rehabilitative, or other needed community services for eligible individuals if it is due to their mental health condition that is restricting them from accessing these services. May include consultation, communication, coordination and referral; monitoring of service delivery to ensure an individual's access to services; monitoring of the individual's progress; and placement services.

ii. Intensive Care Coordination are key service components that must fully integrate a Child and Family Team (CFT) into the process and typically requires more frequent and active participation by an ICC coordinator to ensure the needs of the child/youth are appropriately and effectively met. The following are ICC components/activities. One of more of the following must be described in the description of the interventions in the progress note documentation:

1. Assessing: Client and family needs/strengths; The adequacy and availability of resources; Reviewing information from family and

other sources; Evaluating effectiveness or previous interventions and activities.

2. Service Planning and Implementation: Developing a plan with specific goals, activities, and objectives; Ensuring the active participation of client and individuals involved and clarifying the roles of the individuals involved; identifying the interventions/course of action targeted at the client's and family's assessed needs.

3. Monitoring and Adapting: Monitoring to ensure that identified services and activities are progressing appropriately; Changing and redirecting actions targeted at the client's and family's assessed needs.

4. Transition: Developing a transition plan for the client and family to foster long term stability including the effective use of natural supports and community resources.

h. Crisis Intervention shall be provided by Contractor as needed. All staff working with the clients shall be trained in crisis intervention. Crisis intervention is an immediate response service enabling the client to cope with an urgent condition, while maintaining his/her status as a functioning community member to the greatest extent possible. A crisis service is an unplanned service that is targeted to reduce the chance that the client will develop an emergent psychiatric condition. Crisis intervention services shall be limited to stabilization of the problem that might lead to a psychiatric emergency.

i. Medication Support shall include prescribing, administering, dispensing and monitoring of psychiatric medications or biological necessary to alleviate the symptoms of mental illness which are provided by a staff person, within the scope of practice of his/her profession. Medication support services shall be provided within the staff person's scope of practice (Physician, Nurse Practitioner Registered Nurse, Licensed Vocational Nurse or Psychiatric Technician). Contractor's consulting Psychiatrist shall assess all clients. Clients who are prescribed medications will be seen more frequently. Clients who remain stable on medications may be seen for medication support services by Contractor's Psychiatrist twice a month. Those clients who are not yet stabilized may need to be seen more and pre-authorization will be requested. With the intensity of the diagnosis and age of the client, close evaluation of the clinical effectiveness and side effects of the medications is critical. New medications and changes in medications dosage require close monitoring. With Doctors orders, contractor's nursing staff will meet the client between visits with the Psychiatrist to evaluate the clinical effectiveness and side effects of medications. This service shall also include:

i. Evaluation of the need for medication

ii. Evaluation of clinical effectiveness and side effects of medication
iii. Obtaining informed consent
iv. Medication education (including discussing risks, benefits and alternatives with the individual or significant support persons)
v. Plan development related to the delivery of this service and/or to the status of the individual's community functioning
vi. Prescribing psychiatric medications

2. For each child, the STRTP must ensure that there is a minimum of one written daily mental health progress note.

3. Each child in the STRTP should be enrolled in the full-service partnership (FSP) program.

    a. Providers must conduct a partnership assessment form (PAF) of the client and must be completed prior to the client being enrolled in the FSP. The PAF form can be found in the electronic health record (EHR).

    b. Providers must also conduct key event data (KET) forms to document emergency interventions and other changes, utilizing the KET form in the EHR.

    c. Providers must also review, and complete a Quarterly Assessment (QM) form at least once quarterly from the original partnership date.

4. Contractor shall provide comprehensive mental health assessments for Medi-Cal beneficiaries zero to twenty-one to determine if they meet medical necessity for SMHS. This shall not include any assessment to determine if the individual meets criteria for STRTP placement.

5. The Contractor shall provide County's Medi-Cal beneficiaries with County's most current beneficiary brochure and provider list when a Medi-Cal beneficiary first receives a specialty mental health service from Contractor or upon request. Contractor may obtain copies of County's beneficiary brochure and provider list from County.

6. Contractor shall participate in scheduled Child and Family Team (CFT) meetings as mandated within Continuum of Care Reform (CCR) and Katie A implementation standards. Contractor will implement a tracking system to ensure compliance with regulations and use tracking systems to report in mid-year and year end reports.

7. Contractor shall provide results of internal surveys on the year-end report.

8. Contractor shall keep a record of those clients meeting Katie A subclass criteria. Contractor shall implement a system to consistently identify, track and report to County those meeting Katie A subclass criteria and report this information monthly, as well as in the mid-year and year-end reports.

9. Contractor shall utilize the "Child and Adolescent Needs and Strengths" (CANS-50) tool with the Medi-Cal beneficiaries ages six through twenty at assessment, every six months and discharge.

10. Contractor shall utilize the Pediatric Symptom Checklist (PSC-35) tool for Medi-Cal beneficiaries ages three through seventeen at assessment, every six months and discharge.

11. As part of the mental health program, Contractor shall provide Substance Use Disorder (SUD) screening, assessment and referrals in addition to developing internal staff expertise related to substance use disorder.

12. Contractor must ensure that all Presumptive Transfer documentation has been received for out of county Medi-Cal beneficiaries prior to placement in the STRTP.

13. Contractor will get Service Authorization Requests (SARS) for Kin-GAP and AAP clients from placing counties and will submit to Mariposa County Behavioral Health and Recovery Services for approval.

14. It is expected that the contractor shall provide covered SMHS in accordance with requirements of Assembly Bill 1299 (AB1299)/Presumptive Transfer. The contractor will implement a tracking system to ensure compliance with regulations and use the tracking system to report this information monthly, as well as in the mid and year end reports.

15. Contractor shall actively engage in discharge planning for each Medi-Cal beneficiary from the day of admit to the STRTP, coordinating this with the members of the CFT. Discharge planning shall be a focus throughout treatment.

16. Contractor shall ensure that Medi-Cal beneficiaries transfer or step down to the appropriate level of service upon discharge from the STRTP.

17. **Mental Health Program Outcomes Reporting:**

    a. It is expected that the youth's ability to function in the home, school and community will improve as indicated by youth report, caregiver report, school report/records, therapist evaluation.

    b. It is expected that clients and families served by Contractor through this Agreement will report an overall positive response on consumer satisfaction surveys of at least 85%. Copies of the completed surveys should be clearly labeled and forwarded to County's Quality Assurance Unit.

    c. It is expected that Contractor will have 85% or greater positive response on the consumer satisfaction survey for youth when asked the following question: "I am better able to cope when things go wrong."

d. It is expected that 90% of youth placed at the STRTP will have an assessment to determine eligibility for SMHS within five (5) business days of the placement at the STRTP. Contractor shall utilize a tracking system to measure this requirement. For good cause, Contractor shall notify the Quality Assurance Unit when unable to meet the assessment expectation.

e. It is expected that Contractor provides services and a stable environment in which youth can successfully transition into a lower level of placement with at least partially met treatment goals:

    i. Within six (6) months (25%)

    ii. Not within six (6) months (25%)

f. It is expected that the Contractor will provide data on what placement and services youth are discharging into.

g. It is expected that youth at the STRTP will be provided services utilizing an Evidence Based Practice and that Contractor shall provide outcomes to County from that practice and the associated tool.

h. For those youth who remain in treatment at the STRTP for a six (6) month period or longer, it is expected that they will have a reduction in psychiatric hospitalizations during treatment at the STRTP in comparison to the six (6) month period prior to placement at the STRTP.

i. It is expected that 30% of the youth receiving treatment at the STRTP will show progress in the three (3) areas on the CANS that have the highest percentage of youth with an actionable need on the initial CANS during the reporting period. The Contractor shall report CANS outcomes in the mid-year and end of year reports.

j. It is expected that 90% of youth who have successfully completed treatment have a scheduled appointment for outpatient services within fourteen (14) business days of discharge.

k. It is expected that 80% of children receiving services will have a Primary Care Physician (PCP) noted in the database.

l. It is expected that the Contractor will make Primary Care Physician (PCP) contact for 70% of those children receiving services with PCP's during the term of this Agreement.

m. Contractor shall work toward BHRS standard with regard to timeliness of service documentation from 0-3 day in the EHR. Contractor shall meet compliance standards of 90% and report out data at Mid-Year and Year-End Reports.

n. Contractor shall submit a mid-year program report electronically to the following email address: lrumfelt@mariposacounty.org by February 15th of each year. The report shall include data related to performance outcomes, cultural competency integration, challenges and the strategies employed to overcome them.

o. Contractor shall submit a year-end program report electronically to the following email address: lrumfelt@mariposacounty.org by August 15th of each year. The report shall include a summary of the year's events; an update on the challenges and strategies; evidence of meeting contract outcomes; update of cultural competency activities; staff training, number and percentage of staff that have received HIPAA training; number of complaints regarding breach of confidentiality and disclosures of PHI, number of internal incidents of disclosure discovered, description of incident, action taken to mitigate risk, outcome of incident; evidence of use of the Language Line and interpreters; and inventory list.

23. **Authorization Requirements:**

a. All services must have prior authorization by County's Utilization Management. Services Shall be authorized only for those clients noted as Severely Mentally Ill or Severely Emotionally Disabled. All mild to moderate cases shall be referred to the appropriate Medi- Cal Managed Care Plan.

b. Contractor shall complete and authorize initial Client Care Plan. At any time, County may require the authorization of an initial Client Care Plan be done through Utilization Management. Each subsequent Client Care Plan shall be submitted to Utilization Management prior to the expiration of the previous authorization to receive a new authorization for the upcoming year.

24. **Nondiscrimination Laws and Regulations:**

a. During the performance of this Agreement, Contractor and its officers, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state or local law, rule or regulation against any employee, applicant for employment, unpaid intern, volunteer, independent contractor, or person receiving services under this Agreement because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition (including genetic characteristics), marital status, age (over 40), political affiliation or belief, gender/sex, sexual orientation, gender identity, gender expression, or military or veteran status. Contractor and its officers, employees, agents, representatives or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the County's nondiscrimination

policy; the Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Federal Regulations.

b. Consistent with the requirements of applicable Federal or State Law, the Contractor shall not engage in any unlawful discriminatory practices in the admission of clients, assignment of accommodations, treatment, evaluation, or in any other respect on the basis of race, color, gender, religion, marital status, national origin, age (over 40), sexual preference, or mental or physical disability (including individuals with AIDS or those with a record of or who are regarded as having a substantially limiting impairment), or medical condition (cancer-related), pregnancy related condition, or political affiliation or belief. This policy shall be in writing, in English and Spanish. It shall be posted in all public areas.

c. Contractor shall include the non-discrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

d. Contractor shall provide a system by which recipient of service shall have the opportunity to express and have considered their views, grievance, and complaints regarding Contractor's delivery of services.

25. **Billing and Payment Requirements:**

a. County shall reimburse Contractor for only those services that were authorized and approved by local or State entities. County shall reconcile payments, which have been made for these services, periodically. The reconciliation will be based upon the total authorized and approved units of service captured in County's Electronic Health Record (EHR).

i. Contractor agrees to maintain books, records, documents, and other evidence necessary to facilitate contract monitoring and audits pursuant to Section 640, Title 9, Division 1, Chapter 3, Article 9, of the California Code of Regulations and the policies of Behavioral Health and Recovery Services.

26. Contractor agrees that the County shall have access to facilities, program documents, records, staff, clients/patients, or other material or persons the County deems necessary to monitor and audit services rendered.

27. Contractor shall provide any necessary assistance to County in its conduct of facility inspections, and operational reviews of the quality of care being provided to beneficiaries, including providing County with any requested documentation or reports

in advance of a scheduled on-site review. Contractor shall also provide any necessary assistance to County and the External Quality Review Organization contracting with the California Department of Health Care Services (DHCS) in the annual external quality review of the quality of care, quality outcomes, timeliness of, and access to, the services being provided to beneficiaries under this Agreement. Contractor shall provide a corrective action plan when requested and correct deficiencies as identified by such inspections and reviews according to the time frames delineated in the resulting reports

a. Upon request by County, Contractor shall repay County for audit exceptions as a function of BHRS, State, or Federal Medi-Cal audits which occur within the next three (3) fiscal years for the applicable fiscal year, within thirty (30) days from date of request, unless otherwise negotiated with the county.

b. Payment by County to Contractor shall be payment in full for services provided and documented fully.

    i. County will have no obligation to pay for any services that are not provided in accordance with the CalAIM documentation changes.

c. Contractor shall hold harmless both the State and Medi-Cal beneficiaries in the event County cannot or will not pay for services performed by Contractor pursuant to this Agreement.

d. Both parties acknowledge that the State of California will continue to seek State or Federal revenue enhancements throughout the term of this Agreement. If a specific strategy adopted by the State affects the funding that County uses to support this Agreement, the parties agree to re-negotiate the applicable terms.

e. Final payment for services provided under the terms of this Agreement may be withheld pending fiscal reconciliation.

f. County shall reimburse Contractor for any undisputed invoices, which County and Contractor agree represent the costs of delivering the services required under the terms of this Agreement for the period covered by the invoice, within 30 days of invoice receipt. Contractor shall manage the program operations and program costs to insure the provision of services for the full term of this Agreement.

g. Monthly invoices shall be equal to the monthly program costs for delivering the services required under the terms of this Agreement. Contractor shall provide a monthly expenditure report to accompany the invoice in support of the program costs.

h. Contractor shall submit invoices and expenditure reports electronically to lrumfelt@mariposacounty.org, or by mail to the following address:

    i. Mariposa County Behavioral Health & Recovery Services (MCBHRS) 5362 Lemee Lane

    Mariposa, CA 95338
    Attention: Lynn Rumfelt

i. Any recoupment of funds by DHCS of contractor services are subject to recoupment of the contractor, as a result of state or federal audits.

    i. Any claims that are denied due to incorrect coding in the EHR may subject to recoupment.

j. Contractor shall establish and maintain accounting and fiscal practices that comply with its obligations pursuant to Section 1840.105, Chapter 11, Medi-Cal Specialty Mental Health Services and Title 9, California Code of Regulations.

28. **Medi-Cal Certification requirements:**

a. Contractor shall maintain certification as an organizational provider of Medi-Cal Specialty Mental Health Services in compliance with all federal and state laws and regulations pertaining to Short Doyle Medi-Cal during the term of this Agreement. This includes meeting all staffing and facility standards required for organizational providers of Medi-Cal Specialty Mental Health Services as claimed. Contractor shall also notify the County's Quality Assurance Unit in writing of anticipated changes at least sixty (60) days prior to such change. Such changes could include; a change in ownership, a change in location, any planned structural changes require a new fire clearance and when medications will be administered or dispensed from the Contractor site. A Medi-Cal site certification review is required for all new locations. A review can only be conducted after a fire clearance on the new site is obtained. All Medi-Cal billing for services at locations not yet certified shall be suspended until a fire clearance is received and certification has been concluded. Contractor may not be reimbursed for services provided which are not Medi-Cal billable.

b. The storage and dispensing of medications on site shall be in compliance with all pertinent State and Federal standards.

29. **Informing Materials Requirements:**

a. The following information must be posted in the lobby of all contract providers:

    i. Client Problem Resolution Process

    ii. Grievance/Appeal forms with self-address envelopes

iii. MCBHRS Brochure

iv. Advance Directive Brochure

v. Notice of Privacy Practices (NPP)

vi. Beneficiary Handbook

vii. Client's Rights Poster

viii. Equal Opportunity

ix. Notice to clients that there is assistance to complete forms (as needed)

x. Language assistance is free of charge.

xi. Non-discrimination notice in English

xii. Early Periodic Screening Diagnosis and Treatment/Therapeutic Behavioral Services (EPSDT/TBS)

xiii. Change of Provider Form

xiv. Second Opinion Request

b. The following information must be documented as being offered to the Medi-Cal beneficiary upon entering services and upon request:

i. Demographic Information

ii. Client's Rights and Privileges of Confidentiality

iii. Client Problem Resolution Process

iv. MCBHRS Mental Health Provider Directory for Specialty Mental Health Services

v. Advanced Directive Notices Information (Adults Only)

vi. Notice to Medi-Cal Beneficiaries

vii. Acknowledgement of Receipt of the NPP.

viii. Payment Policy

ix. Beneficiary Handbook (in English and Large Print) (The website allows computers with screen reader or text-to-speech software to read the materials to sight-impaired people).

c. The following information must be documented as being offered to the Medi-Cal beneficiary at least annually:

i. Notice of Privacy Practices (NPP)

ii. Beneficiary Handbook

d. The above information also must be available in easily accessible locations at all provider sites, so that the beneficiary does not have to ask anyone to get them.

30. **Reporting Requirements:**

a. Contractor shall submit an annual report on Contractor's staff language and ethnicity as of the payroll period ending closest to December 1st each year. This report shall be submitted electronically to BHRS Contract Services by December 31st each year to the following e- mail address; lrumfelt@mariposacounty.org

b. Contractor shall report all incidents of client suicides, homicides, or other unusual occurrences resulting in serious harm to clients or staff, using the Outpatient Incident/Occurrence Reporting Form. Such forms shall be faxed to County's BHRS Quality Assurance Supervisor within twenty-four (24) hours of time of occurrence or as soon as possible.

c. Contractor shall provide County with any other reports, which may be required by State, Federal or local agencies for compliance with this Agreement.

C. <u>Substance Use Program</u>

1. Contractor shall perform the following drug-free treatment services to non-perinatal clients:
    a. Available modalities:
        i. Assessment/Intake
        ii. Care Coordination
        iii. Treatment Planning
        iv. Crisis intervention
        v. Group Counseling
        vi. Individual Counseling
        vii. Discharge Planning
        viii. Discharge
2. Contractor will adhere to the following:
    a. Provide outpatient drug-free recovery services to COUNTY beneficiaries who are authorized for services by COUNTY.
    b. Ensure that 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.
    c. Abide by all requirements and services for youth as outlined in the Early and Periodic Screening, Diagnostic, and Treatment (EPSDT) Mandate.
    d. Provide the COUNTY with reports on a quarterly basis and documentation as requested within two weeks of request.
    e. Meet with MCBHRS no less than 1 (one) time monthly for contract monitoring and programmatic progress.
    f. For each county placement, provide a monthly progress report to the Substance Use Disorder Supervisor.

g. Ensure that prior to exiting the program (either successfully or unsuccessfully) that each client has a transition plan. County will make available a team meeting within 7 (seven) days of request.

h. Notify COUNTY of the proposed discharge date and ensure that prior to exiting the program (either successfully or unsuccessfully) that each client has a transition plan and ensure coordination of continuing services. County will make available a team meeting within 7 (seven) days of request date of all persons served under this agreement.

i. 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 Substance Use Disorder Supervisor by secure email or secure fox fax for coordination and consultation purposes. Secure fax number is (209) 742-0996. Client records shall include enough information for an evaluation of services provided. The CONTRACTOR shall provide the COUNTY a copy of statistical reports as requested for submission to the state, federal and local agencies for compliance or reimbursement purposes.

j. Obtain and maintain certification through the Department of Health Care Services (DHCS) to provide outpatient drug-free treatment Medi-Cal Services.

k. Coordinate care with Probation and MCBHRS.

3. **Additional Contract Restrictions:**

a. This Contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress, or any statute enacted by the Congress, which may affect the provisions, terms, or funding of this Contract in any manner.

4. **Personnel Requirements:**

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

5. **Contract Termination:**

a. Services provided by the CONTRACTOR will not relocate or reduce in type or frequency without notification to the MCBHRS within 24 hours and approved by the Department of Health Care Services.

6. **Compliance Monitoring:**

a. The CONTRACTOR shall allow for compliance monitoring, including fiscal monitoring and be accountable for audit exceptions for failure to comply with requirements. Any decencies identified during compliance or fiscal monitoring will require a Corrective Action Plan to be submitted to the county.

7. **Additional DMC Requirements:**

a. If the CONTRACTOR receives DMC funds, the CONTRACTOR shall comply with Minimum Quality Drug Treatment Standards for DMC [(DMC MQDTS document 2F(a)] and/or SABG [(DMC MQDTS document 2F(b)], as applicable.

b. Contractor and subcontractors that provide DMC services shall be responsible for verifying the Medi-Cal eligibility of each beneficiary for each month of service prior to billing for DMC services to that beneficiary for that month. Medi-Cal eligibility verification should be performed prior to rendering service, in accordance with and as described in the DHCS DMC Provider Billing Manual. Options for verifying the eligibility of a Medi-Cal beneficiary are described in the Department of Health Care Services DMC Provider Billing Manual.

8. **Hatch Act:**

a. CONTRACTOR agrees to comply with the provisions of the Hatch Act (Title 5 USC, Sections 15011508), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

9. **No unlawful use or unlawful use messages regarding drugs:**

a. CONTRACTOR agrees that information produced through these funds, and which pertains to drugs and alcohol - related programs, shall contain a clearly written statement that there shall be no unlawful use of drugs or alcohol associated with the program. Additionally, no aspect of a drug or alcohol related program shall include any message on the responsible use, if the use is unlawful, of drugs or alcohol (HSC Section 11999-11999.3). By signing this Contract, CONTRACTOR agrees that it will enforce, and will require its subcontractors to enforce, these requirements.

10. **Limitation on use of funds for promotion of legalization of controlled substances:**

a. None of the funds made available through this Contract may be used for any activity that promotes the legalization of any drug or other substance included in Schedule I of Section 202 of the Controlled Substances Act (21 USC 812).

11. **Debarment and Suspension:**

a. CONTRACTOR shall not subcontract with any party listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp. p. 189) and 12689 (3 CFR part 1989., p. 235), "Debarment and Suspension." SAM exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

b. The CONTRACTOR shall advise all subcontractors of their obligation to comply with applicable federal debarment and suspension regulations, in addition to the requirements set forth in 42 CFR Part 1001.

12. **Protected Health Information:**

a. Train all staff policies and procedures regarding PHI as necessary and appropriate for them to carry out their functions in accordance with 42 CFR and HIPAA.

b. Use only encrypted PHI as specified in the HIPAA Security Rule be disclosed via email. Unsecured PHI will not be disclosed via email.

c. All workforce members who assist in the performance of functions or activities on behalf of the Department, or access or disclose Department PHI or PI must complete information privacy and security training, at least annually, at CONTRACTOR's expense. Each workforce member who receives information privacy and security training must sign a certification, indicating the member's name and the date on which the training was completed. These certifications must be retained for a period of six (6) years following termination of this Agreement.

13. **Health Insurance Portability and Accountability Act (HIPAA) of 1996.**

a. All work performed under this Contract is subject to HIPAA, CONTRACTOR shall perform the work in compliance with all applicable provisions of HIPAA. As identified in Exhibit F, DHCS and County shall cooperate to assure mutual agreement as to those transactions between them, to which this provision applies.

b. Trading Partner Requirements: No Changes. CONTRACTOR hereby agrees that for the personal health information (Information), it will not change any definition, data condition or use of a data element or segment as proscribed in the 12 Federal Health and Human Services (HHS) Transaction Standard Regulation (45 CFR 162.915 (a)).

i. No Additions. CONTRACTOR hereby agrees that for the Information, it will not add any data elements or segments to the maximum data set as proscribed in the HHS Transaction Standard Regulation (45 CFR 162.915 (b)).

ii. No Unauthorized Uses. CONTRACTOR hereby agrees that for the Information, it will not use any code or data elements that either are marked "not used" in the HHS Transaction's Implementation specification or are not in the HHS Transaction Standard's implementation specifications (45 CFR 162.915 (c)).

iii. No Changes to Meaning or Intent. CONTRACTOR hereby agrees that for the Information, it will not change the meaning or intent of any of the HHS Transaction Standard's implementation specification (45 CFR 162.915 (d)).

c. Concurrence for Test Modifications to HHS Transaction Standards - CONTRACTOR agrees and understands that there exists the possibility that DHCS or others may request an extension from the uses of a standard in the HHS Transaction Standards. If this occurs, CONTRACTOR agrees that it will participate in such test modifications.

d. Adequate Testing - CONTRACTOR is responsible to adequately test all business rules appropriate to their types and specialties. If the CONTRACTOR is acting as a clearinghouse for enrolled providers, CONTRACTOR has obligations to adequately test all business rules appropriate to each and every provider type and specialty for which they provide clearinghouse services.

e. Deficiencies - CONTRACTOR agrees to correct transactions, errors or deficiencies identified by DHCS, and transactions errors or deficiencies identified by an enrolled provider if the CONTRACTOR is acting as a clearinghouse for that provider. When County is a clearinghouse,

CONTRACTOR agrees to properly communicate deficiencies and other pertinent information regarding electronic transactions to enrolled providers for which they provide clearinghouse services.

f. Code Set Retention - Both parties understand and agree to keep open code sets being processed or used in this Contract for at least the current billing period or any appeal period, whichever is longer.

g. Data Transmission Log - Both parties shall establish and maintain a Data Transmission Log which shall record any and all Data Transmissions taking place between the Parties during the term of this Contract. Each party will take necessary and reasonable steps to ensure that such Data Transmission Logs constitute a current, accurate, complete, and unaltered record of any and all Data Transmissions between the parties and shall be retained by each Party for no less than twenty-four (24) months following the date of the Data Transmission. The Data Transmission Log may be maintained on computer media or other suitable means provided that, if it is necessary to do so, the information contained in the Data Transmission Log may be retrieved in a timely manner and presented in readable form.

14. **Charitable Choice:**

a. Nondiscrimination and Institutional Safeguards for Religious Providers - CONTRACTOR shall establish such processes and procedures as necessary to comply with the provisions of Title 42, USC, Section 300x-65 and Title 42, CFR, Part 54, (Reference Document 1B).

15. **Counselor Certification:**

a. Any counselor or registrant providing intake, assessment of need for services, treatment or recovery planning, individual or group counseling to participants, patients, or residents in a DHCS licensed or certified program is required to be registered or certified as defined in Title 9, CCR, Division 4, Chapter 8, (Document 3H).

16. **Cultural and Linguistic Proficiency:**

a. To ensure equal access to quality care by diverse populations, each service provider receiving funds from this Contract shall adopt the Federal Office of Minority Health Culturally and Linguistically Appropriate Service (CLAS) national standards (Document 3V). If the provider chooses not to participate in MCBHRS annual training, CONTRACTOR must provide the training at CONTRACTOR'S expense and provide proof of annual training.

17. **Intravenous Drug Use (IVDU) Treatment:**

a. CONTRACTOR shall ensure that individuals in need of IVDU treatment shall be encouraged to undergo AOD treatment (42 USC 300x-23 (45 CFR 96.126(e)).

18. **Restriction on Distribution of Sterile Needles:**

a. No SABG funds made available through this Contract shall be used to carry out any program that includes the distribution of sterile needles or syringes for the hypodermic injection of any illegal drug unless DHCS chooses to implement a demonstration syringe services program for injecting drug users.

19. **Tuberculosis Treatment:**

a. CONTRACTOR shall ensure the following related to Tuberculosis (TB):

i. Routinely make available TB services to each individual receiving treatment for AOD use and/or abuse.

ii. Reduce barriers to patients' accepting TB treatment.

iii. Develop strategies to improve follow-up monitoring, particularly after patients leave treatment, by disseminating information through educational bulletins and technical assistance.

20. **Trafficking Victims Protection Act of 2000:**
    a. CONTRACTOR and its subcontractors that provide services covered by this Contract shall comply with the Trafficking Victims Protection Act of 2000 (22 United States Code (USC) 7104(g)) as amended by section 1702 of Pub. L. 112-239. CONTRACTOR will provide annual training on TVPA for all staff.
21. **Tribal Communities and Organizations:**
    a. CONTRACTOR shall regularly assess (e.g. review population information available through Census, compare to information obtained in the California Outcome Measurement System for Treatment (CalOMS-Tx) to determine whether the population is being reached, survey Tribal representatives for insight in potential barriers, the substance use service needs of the American Indian/Alaskan Native (Al/AN) population within the County geographic area, and shall engage in regular and meaningful consultation and collaboration with elected officials of the tribe, Rancheria, or their designee for the purpose of identifying issues/barriers to service delivery and improvement of the quality, effectiveness, and accessibility of services available to Al/NA communities within the County.
22. **T.Byrd Anti-Lobbying Amendment (31 USC 1352)**
    a. CONTRACTOR certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. CONTRACTOR shall also disclose to DHCS any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.
23. **Nondiscrimination in Employment and Services:**
    a. By signing this Contract, CONTRACTOR certifies that under the laws of the United States and the State of California, incorporated into this Contract by reference and made a part hereof as if set forth in full, CONTRACTOR will not unlawfully discriminate against any person.
24. **Federal Law Requirements:**
    a. Title VI of the Civil Rights Act of 1964, Section 2000d, as amended, prohibiting discrimination based on race, color, or national origin in federally-funded programs.

    b. Title VIII of the Civil Rights Act of 1968 (42 USC 3601 et seq.) prohibiting discrimination on the basis of race, color, religion, sex, handicap, familial status or national origin in the sale or rental of housing.

c. Age Discrimination Act of 1975 (45 CFR Part 90), as amended 42 USC Sections 6101 —6107), which prohibits discrimination on the basis of age.

d. Age Discrimination in Employment Act (29 CFR Part 1625).

e. Title I of the Americans with Disabilities Act (29 CFR Part 1630) prohibiting discrimination against the disabled in employment.

f. Title II of the Americans with Disabilities Act (28 CFR Part 35) prohibiting discrimination against the disabled by public entities.

g. Title III of the Americans with Disabilities Act (28 CFR Part 36) regarding access.

h. Section 504 of the Rehabilitation Act of 1973, as amended (29 USC Section 794), prohibiting discrimination on the basis of individuals with disabilities.

i. Executive Order 11246 (42 USC 2000(e) et seq. and 41 CFR Part 60) regarding nondiscrimination in employment under federal contracts and construction contracts greater than $10,000 funded by federal financial assistance.

j. Executive Order 13166 (67 FR 41455) to improve access to federal services for those with limited English proficiency.

k. The Drug Abuse Office and Treatment Act of 1972, as amended, relating to nondiscrimination on the basis of drug abuse.

l. Confidentiality of Alcohol and Drug Abuse Patient Records (42 CFR Part 2, Subparts A-E).

m. CONTRACTOR shall provide services to all eligible persons in accordance with state and federal statutes and regulations and assure in the planning for the provision of services that clients are provided educational materials or other resources for the provision of services.

25. **State Law Requirements:**

a. Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (2 CCR 7285.0 et seq.).

b. Title 2, Division 3, Article 9.5 of the Government Code, commencing with Section 11135.

c. Title 9, Division 4, Chapter 8 of the CCR, commencing with Section 13000.

d. No state or federal funds shall be used by the CONTRACTOR or its subcontractors for sectarian worship, instruction, or proselytization. No state funds shall be used by the CONTRACTOR or its subcontractors to provide direct, immediate, or substantial support to any religious activity.

e. Noncompliance with the requirements of nondiscrimination in services shall constitute grounds for DHCS to withhold payments under this Contract or terminate all, or any type, of funding provided hereunder.

f. CONTRACTOR shall participate in the County Behavioral Health Director's Association of California. CONTRACTOR shall attend meetings, special meetings called by DHCS director and represent the program for the purpose of a relationship with DHCS with respect to policies, standards and administration for AOD abuse services.

g. CONTRACTOR shall provide timely access to care and services in accordance with CFR 42 (**§** 422.112 Access to services) and ensure state standards, taking into account the urgency of the need for services.

h. Title 9, Division 4, Chapter 8 of the CCR, commencing with Section 13000.

i. No federal funds shall be used by the County or its subcontractors for sectarian worship, instruction, or proselytization. No federal funds shall be used by the County or its subcontractors to provide, direct, immediate, or substantial support to any religious activity.

26. **Reporting and Invoicing:**
    a. CONTRACTOR shall submit detailed invoices and receipts of exact costs to be paid by COUNTY by the 15th of every month with the exception of the last invoice of the fiscal year being submitted no later than July 10. COUNTY will pay appropriate invoices within thirty (30) business days upon receipt.
27. **Information Access for Individuals with Limited English Proficiency:**
    a. CONTRACTOR shall comply with all applicable provisions of the Dymally-Alatorre Bilingual Services Act (Government Code sections 7290-7299.8) regarding access to materials that explain services available to the public as well as providing language interpretation services.
    b. CONTRACTOR shall comply with the applicable provisions of Section 1557 of the Affordable Care Act (45 CFR Part 92), including, but not limited to, 45 CFR 92.201, when providing access to:
        i. materials explaining services available to the public,
        ii. language assistance,
        iii. language interpreter and translation services, and
        iv. video remote language interpreting services.
28. **Security Breaches:**
    a. All security breaches will be reported immediately to the Quality Assurance unit with MCBHRS.
29. **Noncompliance with Reporting Requirements:**
    a. CONTRACTOR agrees that DHCS has the right to withhold payments until CONTRACTOR has submitted any required data and reports to DHCS, as identified in Exhibit A, Attachment I, Part III- Reporting Requirements, or as identified in Document 1F(a), Reporting Requirements Matrix for Counties.

30. **Youth Treatment Guidelines:**

a. Provide treatment to youth, CONTRACTOR must comply with the guidelines in Document 1V, incorporated by this reference, "Youth Treatment Guidelines," in developing and implementing youth treatment programs funded under this Exhibit, until new Youth Treatment Guidelines are established and adopted. No formal amendment of this contract is required for new guidelines to be incorporated into this Contract.

b. CONTRACTOR must comply with DHCS guidelines in developing and implementing youth treatment programs funded under Enclosure 2 of SABG County Application, until new Youth Treatment Guidelines are established and adopted.

31. **Perinatal Services:**

a. If contracted to provide perinatal services, CONTRACTOR must comply with the perinatal program requirements as outlined in the Perinatal Services Network Guidelines. The Perinatal Services Network Guidelines are attached to this contract as Document 1G, incorporated by reference. The CONTRACTOR must comply with the current version of these guidelines until new Perinatal Services Network Guidelines are established and adopted. The incorporation of any new Perinatal Services Network Guidelines into this Contract shall not require a formal amendment.

b. CONTRACTOR receiving SABG funds for perinatal services must adhere to the Perinatal Services Network Guidelines, regardless of whether the CONTRACTOR exchanges perinatal funds for additional discretionary funds.

c. CONTRACTOR must be certified to provide perinatal recovery services to COUNTY beneficiaries who are authorized for services by COUNTY.

d. CONTRACTOR will ensure that documentation of pregnancy and last day of pregnancy are in the beneficiary record for all perinatal clients.

32. **Additional Contract Restrictions:**

a. This Contract is subject to any additional restrictions, limitations, or conditions enacted by the federal or state governments that affect the provisions, terms, or funding of this Contract in any manner.

Exhibit B

COST PROPOSAL

I. Monthly Invoicing and Payment:

A. The rate and terms of payment shall be as set forth below. Any modification of the rate changes shall not be binding, unless a written amendment to the Agreement is executed by the parties.

B. Contractor shall submit invoices in a form approved by HHSA no later than thirty (30) days after the last day of the month in which those services were provided, with exception of July 2024, invoices should be submitted no later than July 10th. Invoices submitted prior to the end of the billing period will be returned to Contractor for resubmission.

C. The County shall not be obligated to pay Contractor for services which are the subject of any bill submitted more than sixty (60) days after the last day of the month in which those services were provided or more than thirty (30) days after the Agreement terminates, whichever is earlier.

D. Notwithstanding the above, Contractor will submit invoices within ten (10) days of the end of The County fiscal year, June 30th of the current year.

E. All payment invoices shall be submitted to the following address:

a.) Mariposa Behavioral Health and Recovery Services
PO Box 99
Mariposa, CA 95338

F. Final approved services must be submitted on an itemized invoice.

G. Services that are not in finalized format will not qualify for reimbursement.

H. Contractor may appeal a denied or modified request for payment authorization or a dispute concerning the processing or payment of a provider's itemized invoice.

I. HHSA Contractors may utilize the Provider Problem Resolution and Appeal Processes, includes.

a.) A written appeal shall be submitted to HHSA within 90 calendar days of the date of receipt of the non-approval of payment or within 90 calendar days of HHSA's failure to act on the request in accordance with the time frames required by Sections 1820.220 or 1830.250, or established by HHSA pursuant to Section 1830.215.

b.) HHSA shall have 60 calendar days from its receipt of the appeal to inform the provider in writing of the decision, including a statement of the reasons for the decision that addresses each issue raised by the provider, and any action required by the provider to implement the decision.

(i) If the appeal concerns the denial or modification of the HHSA payment authorization request, HHSA shall utilize personnel not involved in the initial denial or modification decision to determine the appeal decision.

c.) If the appeal is not granted in full, the provider shall be notified of any right to submit an appeal to the Department of Health Services (DHCS) pursuant to Section 1850.320.

d.) If applicable, the provider shall submit a revised request for HHSA payment authorization within 30 calendar days from receipt of the HHSA's decision to approve the HHSA payment authorization request.

e.) If applicable, HHSA shall have 14 calendar days from the date of receipt of the provider's revised request for HHSA payment authorization to submit the documentation to the Medi-Cal fiscal intermediary that is required to process the HHSA payment authorization.

2. If HHSA does not respond within 60 calendar days to the appeal, the appeal shall be considered denied in full by HHSA.

II. Mental Health Medi-Cal Requirements and Payment Limitations:

A. Contractor agrees to participate fully in the Medi-Cal Specialty Mental Health program and will provide County with all documentation needed to enable the County to submit claims for services provided by Contractor to Medi-Cal beneficiaries.

B. Contractor's Approved Procedure Codes and Provisional Rates For Specialty Mental Health Services:
   1. When billing the County for authorized services provided to County clients, Contractor will use the appropriate CPT coding as outlined in Exhibit A.
      a.) Contractors billing more than one service in a day to the same client must adhere to the requirements outlined in the MCBHRS Documentation Manual around which CPT codes are allowed to be billed together.

C. Contractors will be reimbursed at the rates listed below by practitioner type (as outlined in the MCBHRS Documentation Manual) and based on documentation in the Electronic Health Records System:

Provider Type	Individual Therapy & Collateral & Case Management & ICC & Crisis	Family Therapy & Group Therapy & Rehab Group	TBS	Medication Support
Psychiatrist/ Contracted Psychiatrist	$500.00	$500.00	$500.00	$500.00
RN	$150.00			$150.00
LPHA (MFT LCSW LPCC)/ Intern or Waivered LPHA (MFT LCSW LPCC)	$175.00	$185.00	$180.00	
Mental Health Rehab Specialist	$95.00	$105.00	$180.00	
Other Qualified Providers - Other Designated MH staff that bill medical (Interns)	$95.00	$105.00		

D. **Full-Service Partnership Payment:**
   1. Contractor may bill County for $833.00 per FSP client enrolled, up to four clients monthly not to exceed $40,000 annually.

III. DMC-ODS Outpatient Drug-Free (ODF) Payment:

Provider Type	Individual Therapy & Care Coordination & Crisis	Group Therapy & Rehab Group & IOT Group	Plan Development	Assessment/ Intake
Psychiatrist/ Contracted Psychiatrist	$500.00	$500.00	$500.00	$500.00
RN	$150.00	$150.00	$150.00	$150.00
LPHA (MFT LCSW LPCC)/ Intern or Waivered LPHA (MFT LCSW LPCC)	$175.00	$185.00	$180.00	$175.00
AOD Counselor	$112.00	$112.00	$112.00	$112.00
Other Qualified Providers - Other Designated MH staff that bill medical (Interns)	$95.00	$95.00	$95.00	$95.00

Exhibit C
CONFIDENTIALITY AND INFORMATION SECURITY PROVISIONS FOR DIRECT SERVICE PROVIDERS

1. As a covered entity, the Contractor shall comply with applicable laws and regulations, including but not limited to Sections 14100.2 and 5328 et seq. of the Welfare and Institutions Code and with the privacy and security requirements of Title II of the Health Insurance Portability and Accountability Act of 1996, (Public Law 104-91) , also known as "HIPAA", and Title XIII of the American Recovery and Reinvestment Act of 2009, (Public Law 111-5) , "the ARRA/HITECH Act" or "the HITECH Act", as these laws may be subsequently amended, and implementing regulations enacted by the Department of Health and Human Services at 45 CFR Parts 160-164 , and, regulations enacted with regard to the HITECH Act. The foregoing laws and rules are sometimes collectively referred to hereafter as "HIPAA".

2. Permitted Uses and Disclosures of IIHI by the Contractor.

   A. *Permitted Uses and Disclosures.* Except as otherwise provided in this Agreement, the Contractor, may use or disclose IIHI to perform functions, activities or services identified in this Agreement provided that such use or disclosure would not violate federal or state laws or regulations.

   B. *Specific Uses and Disclosures Provisions*. Except as otherwise indicated in the Agreement, the Contractor may:

      (1) Use and disclose IIHI for the proper management and administration of the Contractor or to carry out the legal responsibilities of the Contractor, provided that such use and disclosures are permitted by law.

      (2) Use IIHI to provide data aggregation services to County. Data aggregation means the combining of IIHI created or received by the Contractor for the purposes of this Agreement with IIHI received by the Contractor in its capacity as the Contractor of another HIPAA covered entity, to permit data analyses that relate to the health care operations of County.

3. Responsibilities of the Contractor.

   The Contractor agrees:

   A. *Safeguards.* To prevent use or disclosure of IIHI other than as provided for by this Agreement. The Contractor shall develop and maintain an information privacy and security program that includes the implementation of administrative, technical, and physical safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its

activities. The information privacy and security programs must reasonably and appropriately protect the confidentiality, integrity, and availability of the IIHI that it creates, receives, maintains, or transmits; and prevent the use or disclosure of IIHI other than as provided for by this Agreement. The Contractor shall provide County with information concerning such safeguards as County may reasonably request from time to time.
The Contractor shall restrict logical and physical access to confidential, personal (e.g., PHI) or sensitive data to authorized users only.

The Contractor shall not transmit confidential, personal, or sensitive data via email or other Internet transport protocol over a public network.

The Contractor shall protect all the hardware and electronic media that contain electronic protected health information (EPHI). This includes, but is not limited to, personal computers, PDAs, laptops, storage systems, back up tapes, CD-ROM disks, and removable disks. EPHI shall not be stored on laptops except as a temporary measure when capturing or creating information in the field. Such information shall be encrypted for protection and deleted after printing or transfer to a secure network server.

Contractors that transmit EPHI outside the County wide area network (WAN) are responsible for ensuring the information is safeguarded by using encryption when using the public internet or a wireless device.

B. *Mitigation of Harmful Effects*. To mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of IIHI by Contractor or its subcontractors in violation of the requirements of this Agreement.

C. *Agents and Subcontractors of the Contractor.* To ensure that any agent, including a subcontractor to which the Contractor provides IIHI received from County, or created or received by the Contractor, for the purposes of this contract shall comply with the same restrictions and conditions that apply through this Agreement to the Contractor with respect to such information.

D. *Notification of Electronic Breach or Improper Disclosure*. During the term of this Agreement, Contractor shall notify County immediately upon discovery of any breach of IIHI and/or data, where the information and/or data is reasonably believed to have been acquired by an unauthorized person. Immediate notification shall be made to the County BHRS Privacy Officer, within five (5) business days of discovery. Contractor shall take prompt corrective action to cure any deficiencies and any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations. Contractor shall investigate such breach and provide a written report of the results of the investigation, including any corrective actions taken, and copies of all Notifications made as a result of the breach, to the

BHRS Officer, postmarked within thirty (30) calendar days of the discovery of the breach to the address below:

MCHHSA Compliance Officer
Behavioral Health and Recovery Services
5362 Lemee Lane
Mariposa, CA 95338
(209) 966-2000

E. *Employee Training and Discipline.* To train and use reasonable measures to ensure compliance with the requirements of this Agreement by employees who assist in the performance of functions or activities under this Agreement and use
or disclose IIHI; and discipline such employees who intentionally violate any provisions of this Agreement, including by termination of employment.

4. Termination.

A. *Termination for Cause*. Upon County's knowledge of a material breach of this Agreement by Contractor, County shall either:

(1) Provide an opportunity for Contractor to cure the breach or end the violation and terminate this Agreement if Contractor does not cure the breach or end the violation within the time specified by County.

(2) Immediately terminate this Agreement if Contractor has breached a material term of this Agreement and cure is not possible; or

(3) If neither cure nor termination is feasible, the BHRS Privacy Officer shall report the violation to the DHCS Information Security Officer of the Department of Health Care Services.

B. *Judicial or Administrative Proceedings*. County may terminate this Agreement, effective immediately, if (i) Contractor is found liable in a civil matter or guilty in a criminal proceeding for a violation of the HIPAA Privacy or Security Rule or (ii) a finding or stipulation is made, in an administrative or civil proceeding in which the Contractor is a party, that the Contractor has violated a privacy or security standard or requirement of HIPAA, or other security or privacy laws.

C. *Effect of Termination*. Upon termination or expiration of this Agreement for any reason, Contractor shall return or destroy all IIHI received from County that Contractor still maintains in any form, and shall retain no copies of such IIHI or, if return or destruction is not feasible, it shall continue to extend the protections of this Agreement to such information, and limit further use of such IIHI to those purposes that make the return or destruction of such IIHI infeasible. This provision shall apply to IIHI that is in the possession of subcontractors or agents of the Contractor.

5. Miscellaneous Provisions.

A. *Disclaimer*. County makes no warranty or representation that compliance by Contractor with this Agreement, HIPAA or the HIPAA regulations will be adequate or satisfactory for Contractor's own purposes or that any information in the Contractor's possession or control, or transmitted or received by the Contractor, is or will be secure from unauthorized use or disclosure. Contractor is solely responsible for all decisions made by Contractor regarding the safeguarding of IIHI.

B. *Assistance in Litigation or Administrative Proceedings*. Contractor shall make itself, and use its best efforts to make any subcontractors, employees or agents assisting Contractor in the performance of its obligations under this Agreement, available to County at no cost to County to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings against County, its directors, officers or employees for claimed violation of HIPAA, the HIPAA regulations or
other laws relating to security and privacy based upon actions or inactions of the Contractor and/or its subcontractor, employee, or agent, except where Contractor or its subcontractor, employee, or agent is a named adverse party.

C. *No Third-Party Beneficiaries*. Nothing expressed or implied in the terms and conditions of this Agreement is intended to confer, nor shall anything herein confer, upon any person other than County or Contractor and their respective successors or assignees, any rights remedies, obligations or liabilities whatsoever.

D. *Interpretation.* The terms and conditions in this Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HIPAA regulations and applicable State laws. The parties agree that any ambiguity in the terms and conditions of this Agreement shall be resolved in favor of a meaning that complies and is consistent with applicable laws.

E. *Regulatory References*. A reference in the terms and conditions of this Agreement to a section in the HIPAA regulations means the section as in effect or as amended.

F. *Survival*. The respective rights and obligations of Contractor under Section 5.B of this Exhibit shall survive the termination or expiration of this Agreement.

G. *No Waiver of Obligations*. No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

Exhibit D
STATEMENT OF COMPLIANCE

A. Contractor agrees, unless specifically exempted, to comply with Government Code Section 12900 (a-f) and California Code of Regulations, Title 2, Division 4, Chapter 5 in matters relating to reporting requirements and the development, implementation and maintenance of a Nondiscrimination Program. Contractor agrees not to unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Employment of personnel shall be made solely on the basis of merit.

1. Action shall be taken to ensure applicants are employed, and employees are treated during employment, without regard to their race, religion, color, sex, national origin, age, physical or mental handicap. Such action shall include, but not be limited to, the following: Employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff; or apprenticeship. However, recruitment and employment of applicants shall reflect the ethnic and racial composition of the County, particularly those groups not previously, nor currently, having adequate representation in recruitment or hiring. There shall be posted, in conspicuous places, notices available to employees and applicants for employment provided by the County Officer responsible for contracts setting forth the provisions of the Equal Opportunity clause.

2. All solicitations or advertisements for employees placed by or on behalf of Contractor and/or the subcontractor shall state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin, age, or physical or mental handicap.

3. Each labor union or representative of workers with which the County and/or the subcontractor has a collective bargaining agreement, or other contract or understanding, must post a notice provided by the County Officer responsible for contracts, advising the labor union or workers representative of Contractor's commitments under this Equal Opportunity clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. In the event of noncompliance with the discrimination clause of this contract or as otherwise provided by State and Federal law, this contract may be canceled, terminated or suspended, in whole or in part, and Contractor and/or the subcontractor may be declared ineligible for further State contracts in accordance with the procedures authorized in the Behavioral Health and Recovery Service's Complaint Process.

5. All provisions of Paragraph 1 through this paragraph 5 will be included in every subcontract unless exempted by rules, regulations or orders of the Director of the Behavioral Health and Recovery Services so such provisions will be binding upon each subcontractor. Contractor will take such action with respect to any subcontract as the State may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, in the event Contractor becomes involved in, or is threatened with, litigation with a subcontractor as a result of such direction by the State, Contractor may request in writing to the State, who, in turn, may request the United

States to enter into such litigation to protect the interest of the State and the United States.

B. Services, benefits and facilities shall be provided to patients without regard to their race, color, creed, national origin, sex, age or physical or mental handicap, and no one will be refused service because of inability to pay for such services.

1. Nondiscrimination in Services, Benefits and Facilities: There shall be no discrimination in the provision of services because of color, race, creed, national origin,sex, age, or physical or mental handicap in accordance with Title VI of the Civil RightsAct of 1964, 42 U.S.C. Section 2000d, rules and regulations promulgated pursuant thereto, or as otherwise provided by State and Federal law. For the purpose of the contract, distinctions on the grounds of color, race, creed, national origin, sex, or age include, but are not limited to, the following: denying a participant any service or benefit to the participant which is different, or is provided in a different manner or at adifferent time, from that provided to other participants under this contract; subjecting aparticipant to segregation or separate treatment in any matter related to this receipt of any service; restricting a participant in any way in the enjoyment of any advantage orprivilege enjoyed by others receiving any service or benefit; treating a participant differently from others in determining whether he/she satisfied any admission, enrollment quota, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any service or benefit; the assignment oftimes or places for the provision of services on the basis of the race, color, creed, or national origin of the participants to be served. The County and all subcontractors willtake action to ensure intended beneficiaries are provided services without regard to color, race, creed, national origin, sex, age, or physical or mental handicap.

2. Procedure for Complaint Process: All complaints alleging discrimination in the delivery of services by the County and/or the subcontractor because of race, color, creed, national origin, sex, age, or physical or mental handicap, may be resolved by theState through the State Department of Health Care Services' Action Complaint Process.

3. Notice of Complaint Process: The County and all subcontractors shall, subject to the approval of the Behavioral Health and Recovery Services, establish procedures under which recipients of the service are informed of their rights to file a complaint alleging discrimination or a violation of their civil rights with the State Department of Health Care Services.

C. The County and any subcontractor will furnish all information and reports required by the Behavioral Health and Recovery Services and will permit access to books, records and accounts for purposes of investigation to ascertain compliance with above paragraphs.

D. The County and all subcontractors assure all recipients of service are provided informationin accordance with provisions of Welfare and Institutions Code, Sections 5325 and 5325.1,and Sections 5520 through 5550, Cal. Code Regs., tit. 9 §§ 860 through 868, and 42 CFR § 438.100 pertaining to their rights as patients, that the County has established a system whereby recipients of service may file a complaint for alleged violations of their rights.

E. Contractor agrees to the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, pertaining to the prohibition of discrimination against qualified handicapped

persons in all Federally-assisted programs or activities, as detailed in regulations signed by the Secretary of Health, Education and Welfare, effective June 3, 1977, and found in the Federal Register, Volume 42, Number 86, dated May 4, 1977.

Exhibit E
MHP CLAIMS CERTIFICATION AND PROGRAM INTEGRITY

TO: Mariposa County, Health and Human Services Agency

I HEREBY CERTIFY based on best knowledge, information, and belief to the following: An assessment of all Medi-Cal beneficiaries was conducted in compliance with the requirements established by the Mariposa County Mental Health Plan (MHP). The beneficiaries were eligible to receive Medi-Cal services at the time the services were provided to the beneficiaries. Medical necessity was established for each beneficiary for the services provided, for the timeframe in which the services were provided. A client plan was developed and maintained for each beneficiary that met all client plan requirements established by the MHP. For each beneficiary receiving day rehabilitation, day treatment intensive, or EPSDT supplemental specialty mental health services included in the claim, all requirements for MHP payment authorization have been met and reviews for such service or services were conducted prior to the initial authorization and any re-authorization periods as established by the MHP. All documentation for services meets the standards established by the MHP and is in the clinical record.

I also certify based on best knowledge, information, and belief that all claims for services provided to Medi-Cal beneficiaries were, in fact, provided to those beneficiaries.

I understand that payment of these claims will be from Federal and/or State funds, and any falsification or concealment of a material fact may be prosecuted under Federal and/or State laws.

_____ _____

Name Date

_____

Title

_____

Agency

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-437

MEETING: August 8, 2023

TO: The Board of Supervisors

FROM: Joe Lynch, Director of Health and Human Services

RE: Approve Revision to Modification Four of the Sub-contractor Agreement with the California Department of Health Care Services for Crisis Care Mobile Units (CCMU) Program; Approve Two Allocations for Peer Supports that Must Be Hired; Decrease the Amount by $49,973.00 for a New Amount Not to Exceed $1,649,231.82; and Authorize the Board of Supervisors Chair to Sign the Revised Modification

---

RECOMMENDATION AND JUSTIFICATION

Approve Revision to Modification Four of the Sub-contractor Agreement with the California Department of Health Care Services for Crisis Care Mobile Units (CCMU) Program; Approve Two Allocations for Peer Supports that Must Be Hired; Decrease the Amount by $49,973.00 for a New Amount Not to Exceed $1,649,231.82; and Authorize the Board of Supervisors Chair to Sign the Revised Modification

The California Department of Health Care Services (DHCS) originally awarded $500,000 to the County of Mariposa. Prior to this requested resolution, subsequent modifications increased the awarded amount to $1,699,204.82. Mariposa County Health and Human Services Agency (HHSA) utilized grant funding to expand the Triage Response Assessment Crisis (TRAC) Team's mobile capabilities to respond to crisis calls in Mariposa County and further the goals of (1) increasing hospital diversion rates with special attention to youth (under 25) diversion rates, (2) deploying modernized communications connectivity equipment (3) increase TRAC contacts enrolling into outpatient treatment.

Under the CCMU program, activities that utilize the funds include: (1) hiring a Psychiatric Registered Nurse to enable TRAC to have the option of field medication administration, (2) purchasing a dedicated crisis care van equipped with resources for stabilizing clients in crisis, (3) purchasing a Tahoe 4x4 capable of accessing all areas of the county in all weather conditions. As authorized by DHCS, the purpose of the revised modification is to include the hiring of two new peer supports. The funding term will continue through June 30, 2025.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board of Supervisors approved Modification Four of Sub-contractor Agreement with California Department of Health Care Services on June 20, 2023 through Resolution No. 2023-330.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Without approval of the revised modification, HHSA will lose access to awarded funds and have difficulty maintaining the required infrastructure for optimal support from its TRAC Team.

FINANCIAL IMPACT

There is no impact on the General Fund.

ATTACHMENTS

1. **CA Dept of Health Care Services - CA Mobile Crisis - A04 - Res. 2023-330-EXECUTED**
2. **7460-CA MOBILE CRISIS-MARIPOSA-01-MOD#4- Revised**

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District IV Supervisor Wayne Forsythe
SECONDER:	District III Supervisor Danette Toso
AYES:	District II Supervisor Poe, District I Supervisor Smallcombe, District IV Supervisor Forsythe, District V Supervisor Menetrey, District III Supervisor Toso
ABSTAIN:	None

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MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-330

MEETING: June 20, 2023

TO: The Board of Supervisors

FROM: Joe Lynch, Director of Health and Human Services

RE: Approve Modification Four to Sub-contractor Agreement with the California Department of Health Care Services for Crisis Care Mobile Units (CCMU) Program Increasing the Amount by $500,000 for a New Amount Not to Exceed $1,000,000 and Extend the Term of the Agreement to December 31, 2025; and Authorize the Board of Supervisors Chair to Sign the Agreement

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RECOMMENDATION AND JUSTIFICATION

Approve Modification Four to Sub-contractor Agreement with the California Department of Health Care Services for Crisis Care Mobile Units (CCMU) Program Increasing the Amount by $500,000 for a New Amount Not to Exceed $1,000,000 and Extend the Term of the Agreement to December 31, 2025; and Authorize the Board of Supervisors Chair to Sign the Agreement.

The California Department of Health Care Services (DHCS) awarded $500,000 to the County of Mariposa for a funding term from September 15, 2021 through June 30, 2025. Mariposa County Health and Human Services Agency (HHSA) utilizes grant funding to expand the Triage Response Assessment Crisis (TRAC) Team's mobile capabilities to respond to crisis calls in Mariposa County and further the goals of (1) increasing hospital diversion rates with special attention to youth (under 25) diversion rates, (2) deploying modernized communications connectivity equipment (3) increase TRAC contacts enrolling into outpatient treatment.

Under the CCMU program, activities that utilize the funds include: (1) hiring a Psychiatric Registered Nurse to enable TRAC to have the option of field medication administration, (2) purchasing a dedicated crisis care van equipped with resources for stabilizing clients in crisis, (3) purchasing a Tahoe 4x4 capable of accessing all areas of the county in all weather conditions. As authorized by DHCS, the purposes of the modification are to increase the amount by $500,000 to a new amount not to exceed $1,000,000 and extend the term of the agreement to December 31, 2025.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board authorized the acceptance of CCMU program funding through Resolution Number 2022-13 on January 4, 2022.

The Board approved CCMU program agreement on June 21, 2022 through Resolution Number 2022-369.

DS
C-HHS

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ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Without approval of the modification, HHSA will lose $500,000 in additional funding and have difficulty maintaining the required infrastructure for optimal support from its TRAC Team.

FINANCIAL IMPACT

There is no impact on the County General Fund.

ATTACHMENTS

1. **Res. 22-369 - HHSA -CA Mobile Crisis**
2. **7460-CA MOBILE CRISIS-MARIPOSA-01-MOD#4**

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District I Supervisor Rosemarie Smallcombe
SECONDER:	District II Supervisor Shannon Poe
AYES:	District IV Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District V Supervisor Forsythe, District II Supervisor Poe
ABSTAIN:	None

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Advocates for Human Potential, Inc. ❖ 490-B Boston Post Road, Sudbury, MA 01776❖ (978) 443-0055

Modification #4 to Subcontract Agreement

Subcontract ID:	7460-CA MOBILE CRISIS (CCMU-IMPL)-MARIPOSA-01G
Subcontract Effective Date:	As of September 1, 2021
Extension/ Modification Date:	Effective as of January 27, 2023
Subcontractor:	**MARIPOSA COUNTY ("MARIPOSA")** **ATTN: Kristina Allen, Deputy Director** 5362 Lemee Lane, Mariposa, CA 95338 Phone: (209) 966-3222 Email address: Kallen@mariposacounty.org; rridenhour@mariposacounty.org
Contract ID:	**Client: California Department of Health Care Services** **Agreement No.: 21-10349** **Contract Title:** *"Behavioral Health Mobile Crisis and Non-crisis Services (Mobile Crisis)"*
AHP Staff Contact(s):	**AHP Project Director:** Monica Reeves Tel: (978) 261-1483 (o)/ mreeves@ahpnet.com

Recitals:

WHEREAS, the parties wish to make certain written changes to this Subcontract Agreement: 7460-CA MOBILE CRISIS-MARIPOSA-01G, and

WHEREAS, Modification #1 to this Subcontract was intended to be signed, and the provisions and funding thereunder have been acted upon by the parties in good faith, but the Modification may not have been formally executed,

WHEREAS, the parties further desire to summarize the complete Statement of Work and Payment Schedule to reflect all deliverables, equipment, and funding under this Subcontract,

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth, the Agreement is modified as follows:

****

1. The Subcontract ID going forward shall be designated as "7460-CA MOBILE CRISIS (CCMU-IMPL)-MARIPOSA-01G."

2. The provisions of Modification #1 (attached) are incorporated herein, and the parties now ratify Modification #1 by their signatures to this Modification #4.

3. CRRSAA funding awarded in the following Quarters is reduced by $375,318.62:
   a. Q3 deliverables reduced by $107,434.88
   b. Q4 deliverables reduced by $120,666.11
   c. Q5 deliverables reduced by $120,666.11

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d. Q6 deliverables reduced by $26,551.52

4. Quarter 7 has been changed:
   a. CRRSAA deliverables and funding has been added in the amount of $48,448.48;
   b. Equipment funding has been added in the amount of $180,000.00.

5. Q8 deliverables have been added with CRRSAA funding in the amount of $48,448.48.

6. Q9 deliverables have been added with CRRSAA funding in the amount of $48,448.48.

7. Total Consideration under the Subcontract is ***decreased*** by $49,973.18 to **ONE MILLION SIX HUNDRED FORTY-NINE THOUSAND TWO HUNDRED THIRTY-ONE AND 82/100 DOLLARS** ($1,649,231.82).

8. The Period of Performance for this Subcontract is extended to December 31, 2025.

9. The ***Revised*** Statement of Work ("SOW"), attached hereto as Attachment D, covers ***all deliverables*** funded under this Subcontract, and replaces all previous versions.

10. The ***Revised*** Payment Schedule, attached hereto as Attachment E, shall replace all previous Payment Schedule versions.

11. Facsimile/electronic/scanned signatures are acceptable and effective for purposes of this Extension/ Modification as though an original inked signature.

12. All other terms and conditions of the Subcontract Agreement remain in effect.

THIS MODIFICATION CONSISTS OF **TWO (2)** TYPEWRITTEN PAGE(S),
TOGETHER WITH THE FOLLOWING DOCUMENTS INCORPORATED HEREIN:

☒	ATTACHMENT D	***REVISED*** SOW
☒	ATTACHMENT E	***REVISED*** PAYMENT SCHEDULE
☒	MODIFICATION #1	

IN WITNESS THEREOF, the parties have executed this Modification as of the day and year last written below.

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ADVOCATES FOR HUMAN POTENTIAL, INC.	MARIPOSA COUNTY
Signature: DocuSigned by: Charles Galland AEB9BE9892F5471...	*Signature:* DocuSigned by: Miles S Menetrey B43EC70C19BE446...
Name: **CHARLES GALLAND**	*Printed Name:* **MILES MENETREY**
Title: **CHIEF OPERATING OFFICER**	*Title:* **CHAIR, BOARD OF SUPERVISORS**
Date: 6/21/2023 | 11:19 AM PDT	*Date:* 6/20/2023 | 4:16 PM PDT

Approved as to Legal Form:

DocuSigned by:
Steve Dahlem
F6A416F06B394BF...

Steven W. Dahlem

DocuSign Envelope ID: DF44D318-3485-4D4B-BA49-FF2D0DBF7569

ATTACHMENT D

REVISED STATEMENT OF WORK

Agency Name: County of Mariposa
Implementation SOW Start Date: April 15, 2022
Implementation SOW End Date: June 30, 2025

Item	Billing Code	Description/Deliverable	Amount	Due Date
1.	**7460.01-0002** **Quarter 1** **9/15/21-12/31/21**	***INFRASTRUCTURE (BHCIP Funds)*** ***Activities/Deliverables that build the CCMU Infrastructure*** **a. Data Collection, Analysis and Quarterly Reporting for CCMU** Hire: • One (1) part time employee working at five percent (5%) time with title of Fiscal Team Analyst • One (1) part time employee working at four percent (4%) time with title of Program Team Analyst • One (1) part time employee working at five percent (5%) with title of Fiscal Analyst • One (1) part time employee working at ten percent (10%) time with title of Fiscal Account Technician	$5,881.86	12/31/21
2.	**7460.01-002-0000** **Quarter 1** **9/15/21-12/31/21**	***DIRECT SERVICES (CRRSAA Funds)*** ***Deliver Mobile Crisis Response Services through one (1) team*** Hire: • One (1) full time employee with title Psychiatric Registered Nurse (RN) • One (1) full time employee with title Social Work Supervisor II Social Work Supervisor II commences work on development of procedures and policies and training	$1,290.96	12/31/21
3.	**7460.01-002** **Quarter 2** **1/1/22-3/31/22**	***INFRASTRUCTURE (BHCIP Funds)*** ***Equipment/Property Purchases*** • Six (6) Office 365 licenses @ $1,034.40 each for three months • Six (6) InSync Electronic Health Record Licenses @ $4,327.17 each for three (3) months ***Activities/Deliverables that build the CCMU Infrastructure*** • **Data Collection, Analysis and Quarterly Reporting for CCMU** Ongoing salaries for: • Fiscal Team Analyst • Program Team Analyst • Fiscal Analyst • Fiscal Account Technician	$32,169.40 $5,881.86	3/31/22
4.	**7460.01-002-0000** **Quarter 2** **1/1/22-3/31/22**	***DIRECT SERVICES (CRRSAA Funds)*** **Deliver Mobile Crisis Response Services through one (1) team** Ongoing salaries for: • Psychiatric RN • Social Work Supervisor II Social Work Supervisor II continues work on development of procedures and policies and training.	$1,290.96	3/31/22

5.	**7460.01-002** **Quarter 3** **4/15/22-6/30/22**	***INFRASTRUCTURE (BHCIP Funds*)** **Equipment/Property Purchases** • Six (6) Cell phones @ $50.00 each • Six (6) cell phone cases @ $26.24 each • Cell phone service for three (3) months @ $258.46 per month • Cell phone Hexnode access for three (3) months costs @ $16.10 per month • Six (6) laptops @ $1,166.67 each • Laptop Hexnode access for three (3) months @ $16.10 per month • Six (6) laptop bags @ $63.33 each • Four (4) tablets @ $500.00 each • Four (4) tablet cases @ $50.00 each • Tablet cell service for three (3) months @ $172.04 per month • Taxes/fees for laptops/phones/tablets @ $2,550.00 • One (1) fully equipped Tahoe @ $79,000.00 ***Activities/Deliverables that build the CCMU Infrastructure*** **a. Data Collection, Analysis and Quarterly Reporting for CCMU** Ongoing Salaries for: • Fiscal Team Analyst • Program Team Analyst • Fiscal Analyst • Fiscal Account Technician	**$**192,976.32 $5,881.86	6/30/22
6.	**7460.01-002-0001** **Quarter 3** **4/15/22-6/30/22**	***DIRECT SERVICES (CRRSAA Funds)*** **Deliver Mobile Crisis Response Services through one (1) team** Ongoing salaries for: • Psychiatric RN • Social Work Supervisor II Provide services of Psychiatric RN and Social Work Supervisor II for CCMU Team ***DIRECT SERVICES (Coronavirus Response and Relief Services Appropriation Act)*** **Deliver Mobile Crisis Response Services through 1 Augmented Team** **Other Direct Services** **Draft and circulate RFI/RFQ/RFP documents to CIE software solution providers. Perform needs assessment and and landscape analysis within organization and with community partners. Begin drafting data sharing agreements and MOEs for project partners. Engage** **FTEs** • Assign one (1) part time employee (10%) (Deputy Director Behavioral Health) • Assign one (1) part time employee (15%) (Deputy Director Public Health) • Assign one (1) part time employee (2%) (QA Admin. Analyst) • Assign one (1) part time employee (10%) (Staff Analyst) • Assign one (1) part time employee (5%) (Account Technician) • Salary for one (1) part time employee (50%) Senior Administrative Analyst • Salary for one (1) part time employee (33%) Administrative Analyst. • Salary for one (1) part time employee (10%) Social Worker • Salary for one (1) part time employee (5%) Fiscal Analyst Grant management and administration • Salary for one (1) part time employee (20%) County Legal Counsel • Salary for one (1) part time employee (50%) County IT Department **Supplies** • Facility & Operating expense • Six (6) Microsoft Surface Pro 8 and accessories @ $1,500.00 each. ($9,000.00)	$104,104.64	6/30/22
				Year 1 Totals - $349,477.86

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7.	**7460.01-0002** **Quarter 4** **7/1/22-9/30/22**	***INFRASTRUCTURE (BHCIP Funds)*** **Equipment/Property Purchases** • Cell phone service for three (3) months @ $258.46 per month • Cell phone with Hexnode access for three (3) months costs, 3 months @ $16.10 per month • Laptop with Hexnode access for three (3) months @ $16.10 per month • Tablet cell services for three (3) months @ $172.04 per month ***Activities/Deliverables that build the CCMU Infrastructure*** • **Data Collection, Analysis and Quarterly Reporting for CCMU** Ongoing salaries for: • Fiscal Team Analyst • Program Team Analyst • Fiscal Analyst • Fiscal Account Technician	**$**1,388.90 $5,881.86	9/30/22
8.	**7460.01-002-0000** **Quarter 4** **7/1/22-9/30/22**	***DIRECT SERVICES (CRRSAA Funds)*** **Deliver Mobile Crisis Response Services through one (1) team** Ongoing salaries for: • Psychiatric RN • Social Work Supervisor II Provide services of Psychiatric RN and Social Work Supervisor II for CCMU Team. ***DIRECT SERVICES (Coronavirus Response and Relief Services Appropriation Act)*** **Deliver Mobile Crisis Response Services through 1 Augmented Team Other Direct Services** **Complete contract with CIE software solution provider and begin internal implementation with Behavioral Health Software. Begin Development of Data Dashboard. Begin Development of Policy and Procedure documents for support of System and Care.** **FTEs** • Assign one (1) part time employee (10%) (Deputy Director Behavioral Health) • Assign one (1) part time employee (15%) (Deputy Director Public Health) • Assign one (1) part time employee (2%) (QA Admin. Analyst) • Assign one (1) part time employee (10%) (Staff Analyst) • Assign one (1) part time employee (5%) (Account Technician) • Salary for one (1) part time employee (50%) Senior Administrative Analyst • Salary for one (1) part time employee (33%) Administrative Analyst. • Salary for one (1) part time employee (10%) Social Worker • Salary for one (1) part time employee (5%) Fiscal Analyst Grant management and administration • Salary for one (1) part time employee (20%) County Legal Counsel • Salary for one (1) part time employee (15%) Staff Development Coordinator **Supplies** • Facility & Operating expense • Software Solution Program Purchase (Implementation, Software licensing costs, per user costs) ($500,000.00) • Vendor workshops and conferences – attendance for 2 employees ($2,500.00)	**$**613,028.41	9/30/22

9.	**7460.01-0002** **Quarter 5** **10/1/22-12/31/22**	***INFRASTRUCTURE (BHCIP Funds)*** **Equipment/Property Purchases** • Cell phone services for three (3) months @ $258.46 per month • Cell phone with Hexnode access for three (3) months costs @ $16.10 per month • Laptop with Hexnode access for three (3) months @ $16.10 per month • Tablet cell service for three (3) months @ $172.04 per month • Installation of mobile internet/cell phone connectivity in vehicles @ $10,000.00 • Installation of connectivity upgrades @ $10,000.00 • Car cell service for three (3) months @ $581.82 per month • Automatic vehicle location (AVL) tracking for three (3) months @ $174.55 per month ***Activities/Deliverables that build the CCMU Infrastructure*** **a. Data Collection, Analysis and Quarterly Reporting for CCMU** Ongoing salaries for: • Fiscal Team Analyst • Program Team Analyst • Fiscal Analyst • Fiscal Account Technician	**$**23,657.99 $5,881.86	12/31/22
10.	**7460.01-002-0000** **Quarter 5** **10/1/22-12/31/22**	***DIRECT SERVICES (CRRSAA Funds)*** **Deliver Mobile Crisis Response Services through one (1) team** Ongoing salaries for: • Psychiatric RN • Social Work Supervisor II Provide services of psychiatric RN and Social Work Supervisor II for CCMU Team. ***DIRECT SERVICES (Coronavirus Response and Relief Services Appropriation Act)*** **Deliver Mobile Crisis Response Services through 1 Augmented Team Other Direct Services** **Begin Implementation with remaining internal departments (Health Services, Human Services, and Public Health)** **FTEs** • Ongoing salary for (15%) Public Health Nurse Manager/Psych Nurse Practitioner • Ongoing salary for (10%) Deputy Director Behavioral Health • Ongoing salary for (15%) Deputy Director Public Health • Ongoing salary for (2%) QA Admin. Analyst • Ongoing salary for (5%) Staff Analyst • Ongoing salary for (50%) Sr. Admin. Analyst • Ongoing salary for (5%) Account Technician • Salary for one (1) part time employee (33%) Administrative Analyst • Salary for one (1) part time employee (10%) Staff Services Analyst • Salary for one (1) part time employee (10%) Social Worker • Salary for one (1) part time employee (15%) Staff Development Coordinator • Salary for one (1) part time employee (5%) Fiscal Analyst Grant management and administration • Salary for one (1) part time employee (20%) County Legal Counsel **Supplies** • Facility & Operating expense	$105,028.41	12/31/22

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11.	**7460.01-0002** **Quarter 6** **1/1/23-3/31/23**	***INFRASTRUCTURE (BHCIP Funds)*** **Equipment/Property Purchases** • Cell phone service for three (3) months @ $258.46 per month • Cell phone with Hexnode access for three (3) months costs, 3 months @ $16.10 per month • Laptop with Hexnode access for three (3) months @ $16.10 per month • Tablet cell services for three (3) months @ $172.04 per month • Car cell service for three (3) months @ $581.82 per month • AVL tracking for three (3) months @ $174.55 per month ***Activities/Deliverables that build the CCMU Infrastructure*** • **Data Collection, Analysis and Quarterly Reporting for CCMU** Ongoing salaries for: • Fiscal Team Analyst • Program Team Analyst • Fiscal Analyst • Fiscal Account Technician	$3,657.99 $5,881.86	3/31/23
12.	**7460.01-002-0000** **Quarter 6** **1/1/23-3/31/23**	***DIRECT SERVICES (CRRSAA Funds)*** **Deliver Mobile Crisis Response Services through one (1) team** Ongoing salaries for: • Psychiatric RN • Social Work Supervisor II Provide services of psychiatric RN and Social Work Supervisor II for CCMU Team. ***DIRECT SERVICES (Coronavirus Response and Relief Services Appropriation Act)*** **Deliver Mobile Crisis Response Services through 1 Augmented Team Other Direct Services** **Begin Implementation with County Partners (Probation Department, Correctional Facility, Hospital, Community Based Organizations)** **FTEs** • Ongoing salary for (15%) Public Health Nurse Manager/Psych Nurse Practitioner • Ongoing salary for (10%) Deputy Director Behavioral Health • Ongoing salary for (15%) Deputy Director Public Health • Ongoing salary for (2%) QA Admin. Analyst • Ongoing salary for (5%) Staff Analyst • Ongoing salary for (50%) Sr. Admin. Analyst • Ongoing salary for (5%) Account Technician • Salary for one (1) part time employee (33%) Administrative Analyst • Salary for one (1) part time employee (10%) Staff Services Analyst • Salary for one (1) part time employee (10%) Social Worker • Salary for one (1) part time employee (15%) Staff Development Coordinator • Salary for one (1) part time employee (5%) Fiscal Analyst Grant management and administration • Salary for one (1) part time employee (20%) County Legal Counsel **Supplies** • Facility & Operating expense	$124,143.00	3/31/23
13.	**7460.01-0002** **Quarter 7** **4/1/23-6/30/23**	***INFRASTRUCTURE (BHCIP Funds)*** **Equipment/Property Purchases** • Cell phone with Hexnode access for three (3) months @$16.10 per month • Laptop with Hexnode access for three (3) months @$16.10 per month • Tablet cell service for three (3) months @ $172.04 per month • Car cell service for three (3) months @ $581.82 per month • ABL tracking for three (3) months @ $174.55 per month ***Activities/Deliverables that build the CCMU Infrastructure*** **a. Data Collection, Analysis and Quarterly Reporting for CCMU** • Fiscal Team Analyst • Program Team Analyst • Fiscal Analyst • Fiscal Account Technician	$3,657.99 $5,881.86	6/30/23

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14.	**7460.01-002** **Quarter 7** **4/1/23-6/30/23**	***DIRECT SERVICES (Coronavirus Response and Relief Services Appropriation Act (CRRSAA Funds)*** **Equipment/Property Purchases** • **Purchase two (2) Chevrolet Traverse AWD - $60,000.00 each / $120,000.00 for both** • **Purchase outfitting/Installation for Sprinter Van - $60,000.00 Total** **a. Interior, Electrical, Cabinetry, Accessories – ($35,000.00)** **b. Installation Labor Cost – ($25,000.00)** ***DIRECT SERVICES (Coronavirus Response and Relief Services Appropriation Act)*** **Deliver Mobile Crisis Response Services through 1 Augmented Team Other Direct Services** **FTEs** • Ongoing salary for full time employee Mental Health Assistant III • Ongoing salary for (15%) Public Health Nurse Manager/Psych Nurse Practitioner • Ongoing salary for (10%) Deputy Director Behavioral Health • Ongoing salary for (10%) Deputy Director Public Health • Ongoing salary for (2%) QA Admin. Analyst • Ongoing salary for (5%) Staff Analyst • Ongoing salary for (3%) Sr. Admin. Analyst • Ongoing salary for (5%) Account Technician **Supplies** • Facility & Operating expense	$180,000.00 $48,448.48	6/30/23
			Year 2 Totals - $1,126,538.61	
15.	**7460.01-0002** **Quarter 8** **7/1/23-9/30/23**	***INFRASTRUCTURE (BHCIP Funds)*** **Equipment/Property Purchases** • Cell phone with Hexnode access for three (3) months @$16.10 per month • Laptop with Hexnode access for three (3) months @$16.10 per month • Tablet cell service for three (3) months @ $172.04 per month • Car cell service for three (3) months @ $581.82 per month • ABL tracking for three (3) months @ $174.55 per month ***Activities/Deliverables that build the CCMU Infrastructure*** **b. Data Collection, Analysis and Quarterly Reporting for CCMU** • Fiscal Team Analyst • Program Team Analyst • Fiscal Analyst • Fiscal Account Technician	$3,657.99 $5,881.86	9/30/23
16.	**7460.01-002** **Quarter 8** **7/1/23-9/30/23**	***DIRECT SERVICES (Coronavirus Response and Relief Services Appropriation Act)*** **Deliver Mobile Crisis Response Services through 1 Augmented Team Other Direct Services** **FTEs** • Ongoing salary for full time employee Mental Health Assistant III • Ongoing salary for (15%) Public Health Nurse Manager/Psych Nurse Practitioner • Ongoing salary for (10%) Deputy Director Behavioral Health • Ongoing salary for (10%) Deputy Director Public Health • Ongoing salary for (2%) QA Admin. Analyst • Ongoing salary for (5%) Staff Analyst • Ongoing salary for (3%) Sr. Admin. Analyst • Ongoing salary for (5%) Account Technician **Supplies** • Facility & Operating expense	$48,448.48	9/30/23

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17.	**7460.01-0002** **Quarter 9** **10/1/23-12/31/23**	***INFRASTRUCTURE (BHCIP Funds)*** **Equipment/Property Purchases** • Cell phone with Hexnode access for three (3) months @$16.10 per month • Laptop with Hexnode access for three (3) months @$16.10 per month • Tablet cell service for three (3) months @ $172.04 per month • Car cell service for three (3) months @ $581.82 per month • ABL tracking for three (3) months @ $174.55 per month ***Activities/Deliverables that build the CCMU Infrastructure*** **c. Data Collection, Analysis and Quarterly Reporting for CCMU** • Fiscal Team Analyst • Program Team Analyst • Fiscal Analyst • Fiscal Account Technician	$3,657.99 $5,881.86	12/31/23
18.	**7460.01-0002** **Quarter 9** **10/1/23-12/31/23**	***DIRECT SERVICES (Coronavirus Response and Relief Services Appropriation Act)*** **Deliver Mobile Crisis Response Services through 1 Augmented Team Other Direct Services** **FTEs** • Ongoing salary for full time employee Mental Health Assistant III • Ongoing salary for (15%) Public Health Nurse Manager/Psych Nurse Practitioner • Ongoing salary for (10%) Deputy Director Behavioral Health • Ongoing salary for (10%) Deputy Director Public Health • Ongoing salary for (2%) QA Admin. Analyst • Ongoing salary for (5%) Staff Analyst • Ongoing salary for (3%) Sr. Admin. Analyst • Ongoing salary for (5%) Account Technician **Supplies** • Facility & Operating expense	$48,448.48	12/31/23
19.	**7460.01-002** **Quarter 10** **1/1/24-3/31/24**	***INFRASTRUCTURE (BHCIP Funds)*** **Equipment/Property Purchases** • Cell phone with Hexnode access for three (3) months @$16.10 per month • Laptop with Hexnode access for three (3) months @$16.10 per month • Tablet cell service for three (3) months @ $172.04 per month • Car cell service for three (3) months @ $581.82 per month • ABL tracking for three (3) months @ $174.55 per month ***Activities/Deliverables that build the CCMU Infrastructure*** **d. Data Collection, Analysis and Quarterly Reporting for CCMU** • Fiscal Team Analyst • Program Team Analyst • Fiscal Analyst • Fiscal Account Technician	$3,657.99 $5,881.86	3/31/24
20.	**7460.01-0002** **Quarter 11** **4/1/24-6/30/24**	***INFRASTRUCTURE (BHCIP Funds)*** **Equipment/Property Purchases** • Cell phone with Hexnode access for three (3) months @$16.10 per month • Laptop with Hexnode access for three (3) months @$16.10 per month • Tablet cell service for three (3) months @ $172.04 per month • Car cell service for three (3) months @ $581.82 per month • ABL tracking for three (3) months @ $174.55 per month ***Activities/Deliverables that build the CCMU Infrastructure*** **e. Data Collection, Analysis and Quarterly Reporting for CCMU** • Fiscal Team Analyst • Program Team Analyst • Fiscal Analyst • Fiscal Account Technician	$3,657.99 $5,881.86	6/30/24
				Year 3 Totals - $135,056.36

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21.	**7460.01-0002** **Quarter 12** **7/1/24-9/30/24**	***INFRASTRUCTURE (BHCIP Funds)*** **Equipment/Property Purchases** • Cell phone with Hexnode access for three (3) months @$16.10 per month • Laptop with Hexnode access for three (3) months @$16.10 per month • Tablet cell service for three (3) months @ $172.04 per month • Car cell service for three (3) months @ $581.82 per month • ABL tracking for three (3) months @ $174.55 per month ***Activities/Deliverables that build the CCMU Infrastructure*** **f. Data Collection, Analysis and Quarterly Reporting for CCMU** • Fiscal Team Analyst • Program Team Analyst • Fiscal Analyst • Fiscal Account Technician	$3,657.99 $5,881.86	9/30/24
22.	**7460.01-0002** **Quarter 13** **10/1/24-12/31-24**	***INFRASTRUCTURE (BHCIP Funds)*** **Equipment/Property Purchases** • Cell phone with Hexnode access for three (3) months @$16.10 per month • Laptop with Hexnode access for three (3) months @$16.10 per month • Tablet cell service for three (3) months @ $172.04 per month • Car cell service for three (3) months @ $581.82 per month • ABL tracking for three (3) months @ $174.55 per month ***Activities/Deliverables that build the CCMU Infrastructure*** **g. Data Collection, Analysis and Quarterly Reporting for CCMU** • Fiscal Team Analyst • Program Team Analyst • Fiscal Analyst • Fiscal Account Technician	$3,657.99 $5,881.86	12/31/24
23.	**7460.01-0002** **Quarter 14** **1/1/25-3/31/25**	***INFRASTRUCTURE (BHCIP Funds)*** **Equipment/Property Purchases** • Cell phone with Hexnode access for three (3) months @$16.10 per month • Laptop with Hexnode access for three (3) months @$16.10 per month • Tablet cell service for three (3) months @ $172.04 per month • Car cell service for three (3) months @ $581.82 per month • ABL tracking for three (3) months @ $174.55 per month ***Activities/Deliverables that build the CCMU Infrastructure*** **h. Data Collection, Analysis and Quarterly Reporting for CCMU** • Fiscal Team Analyst • Program Team Analyst • Fiscal Analyst • Fiscal Account Technician	$3,657.99 $5,881.86	3/31/25
24.	**7460.01-0002** **Quarter 15** **4/1/25-6/30/25**	***INFRASTRUCTURE (BHCIP Funds)*** **Equipment/Property Purchases** • Cell phone with Hexnode access for three (3) months @$16.10 per month • Laptop with Hexnode access for three (3) months @$16.10 per month • Tablet cell service for three (3) months @ $172.04 per month • Car cell service for three (3) months @ $581.82 per month • ABL tracking for three (3) months @ $174.55 per month ***Activities/Deliverables that build the CCMU Infrastructure***	$3,657.99	6/30/25

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		i. Data Collection, Analysis and Quarterly Reporting for CCMU • Fiscal Team Analyst • Program Team Analyst • Fiscal Analyst • Fiscal Account Technician	$5,881.45	
				Year 4 Totals - $38,158.99
				SUBCONTRACT TOTAL - $1,649,231.82

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ATTACHMENT E

REVISED PAYMENT SCHEDULE

SUBCONTRACTOR FUNDING/BUDGET
Mariposa County Health and Human Services
MOD#4

Description	Invoice Description	Amount Estimated
Equipment	Upon Completion of purchase with receipt for goods/equipment	$466,772.51
Total Equipment		**$466,772.51**

Quarter #/Date Range	Invoice Description	Amount of Invoice
Quarter 1: **09/15/21 – 12/31/21**	Progress Report detailing progress made towards Deliverable 1	$5,881.86
Quarter 1: **09/15/21 – 12/31/21**	Progress Report detailing progress made towards Deliverable 2 (CRSAA funds)	$1,290.96
Quarter 2: **01/01/22 – 03/31/22**	Progress Report detailing progress made towards Deliverable 3	$5,881.86
Quarter 2: **01/01/22 – 03/31/21**	Progress Report detailing progress made towards Deliverable 4 (CRSAA funds)	$1,290.96
Quarter 3: **04/15/22 – 6/30/22**	Progress Report detailing progress made towards Deliverable 5	$5,881.86
Quarter 3: **04/15/22 – 6/30/22**	Progress Report detailing progress made towards Deliverable 6 (CRSAA funds)	$104,104.64
Quarter 4: **07/01/22 – 9/30/22**	Progress Report detailing progress made towards Deliverable 7	$5,881.86
Quarter 4: **07/01/22 – 9/30/22**	Progress Report detailing progress made towards Deliverable 8 (CRSAA funds)	$613,028.41
Quarter 5: **10/01/22 – 12/31/22**	Progress Report detailing progress made towards Deliverable 9	$5,881.86
Quarter 5: **10/01/22 – 12/31/22**	Progress Report detailing progress made towards Deliverable 10 (CRSAA funds)	$105,028.41
Quarter 6: **1/1/23 – 3/31/23**	Progress Report detailing progress made towards Deliverable 11	$5,881.86
Quarter 6: **1/1/23 – 3/31/23**	Progress Report detailing progress made towards Deliverable 12 (CRSAA funds)	$124,143.00
Quarter 7: **4/1/23 - 6/30/23**	Progress Report detailing progress made towards Deliverable 13	$5,881.86
Quarter 7: **4/1/23 - 6/30/23**	Progress Report detailing progress made towards Deliverable 14 (CRSAA funds)	$48,448.48
Quarter 8: **7/1/23 – 9/30/23**	Progress Report detailing progress made towards Deliverable 15	$5,881.86

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Quarter 8: **7/1/23 – 9/30/23**	Progress Report detailing progress made towards Deliverable 16 (CRSAA funds)	$48,448.48
Quarter 9: **10/1/23 – 12/31/23**	Progress Report detailing progress made towards Deliverable 17	$5,881.86
Quarter 9: **10/1/23 – 12/31/23**	Progress Report detailing progress made towards Deliverable 18 (CRSAA funds)	$48,448.48
Quarter 10: **1/1/24 – 03/31/24**	Progress Report detailing progress made towards Deliverable 19	$5,881.86
Quarter 11: **04/1/24 – 06/30/24**	Progress Report detailing progress made towards Deliverable 20	$5,881.86
Quarter 12: **07/1/24 – 09/30/24**	Progress Report detailing progress made towards Deliverable 21	$5,881.86
Quarter 13: **10/1/24 – 12/31/24**	Progress Report detailing progress made towards Deliverable 22	$5,881.86
Quarter 14: **01/1/25 – 03/31/25**	Progress Report detailing progress made towards Deliverable 23	$5,881.86
Quarter 15: **04/1/25 – 06/30/25**	Progress Report detailing progress made towards Deliverable 24	$5,881.86
Total Deliverables		**$1,182,459.31**
Total Deliverables and Other Directs		**$1,649,231.82**
Subcontract Total (post MOD#4)		**$1,649,231.82**

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MODIFICATION#1

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Advocates for Human Potential, Inc. ❖ 490-B Boston Post Road, Sudbury, MA 01776❖ (978) 443-0055

Modification #1 to Subcontract Agreement

Subcontract ID:	7460-CA MOBILE CRISIS-MARIPOSA-01
Subcontract Effective Date:	As of September 1, 2021
Extension/ Modification Date:	Effective as of June 1, 2022
Subcontractor:	**MARIPOSA COUNTY** **ATTN: Rosemarie Smallcombe, Chair of the Board** 5362 Lemee Lane, Mariposa, CA 95338 Phone: 209-966-3222 Email address: msmallcombe@mariposacounty.org
Contract ID:	**Client: California Department of Health Care ServicesAgreement No.: 21-10349** **Contract Title:** *"Behavioral Health Mobile Crisis and Non-crisis Services (Mobile Crisis)"*
AHP Staff Contact(s):	**AHP Project Director:** Monica Reeves 131 N. El Molino, Suite 380 Pasadena, CA 91101 Tel: 978-261-1483 (o)/ mreeves@ahpnet.com

Recitals:

WHEREAS, the parties wish to make certain written changes to the above Subcontract Agreement,

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth, the Agreement is modified as follows:

****

1. The Business Associate Agreement("BAA") attached hereto as Exhibit 1 and incorporated herein shall replace any previous BAA(s) executed between the parties.

2. Consideration has been increased by Five Hundred Thousand Dollars ($500,000.00). The total Subcontract value is increased to One Million Dollars ($1,000,000.00).

3. The Statement of Work & Payment Schedule shall reflect the increased consideration and additional deliverables.

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4. Provisions 3(c), 3(d), 4(g), 5(a), 15, and 21 of Attachment B Special Subcontract Requirements are hereby stricken and shall no longer apply.

5. Facsimile/electronic/scanned signatures are acceptable and effective for purposes of this Extension/ Modification as though an original inked signature.

6. All other terms and conditions of the Subcontract Agreement remain in effect.

THIS MODIFICATION CONSISTS OF **TWO (2)** TYPEWRITTEN PAGE(S), TOGETHER WITH THE FOLLOWING DOCUMENTS INCORPORATED HEREIN:

☒	ATTACHMENT D	STATEMENT OF WORK
☒	ATTACHMENT E	PAYMENT SCHEDULE
☒	EXHIBIT 1	REPLACEMENT BAA

IN WITNESS THEREOF, the parties have executed this Modification as of the day and year last written below.

ADVOCATES FOR HUMAN POTENTIAL, INC.	**MARIPOSA COUNTY**
Signature:	*Signature:*
Name: **CHARLES GALLAND**	*Printed Name:* **MILES MENETREY**
Title: **CHIEF OPERATING OFFICER**	*Title:* **CHAIR, BOARD OF SUPERVISORS**
Date:	*Date:*

Advocates for Human Potential, Inc. ❖ 490-B Boston Post Road, Sudbury, MA 01776 ❖ (978) 443-0055

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ATTACHMENT D
Crisis Care Mobile Units (CCMU) Implementation Grant
Proposed Statement of Work (SOW) 2
Agency Name: County of Mariposa
Implementation SOW Start Date: April 15, 2022
Implementation SOW End Date: February 14, 2023

Item	Billing Code	Description/Deliverable	Amount	Due Date
1.	7460.01-002-0001 Quarter 3 4/15/2022 – 6/30/2022	***DIRECT SERVICES*** ***Deliver Mobile Crisis Response Services*** **Other Direct Services** ***FTEs ($115,997.55)*** - Assign one (1) full time employee (Mental Health Assistant II) - Assign one (1) full time employee (Mental Health Assistant III) - Assign one (1) part time employee (66.7%) (Licensed Clinician) - Assign one (1) full time employee (Public Health Nurse Manager) - Assign one (1) part time employee (90%) (Social Work Supervisor II) - Assign one (1) part time employee (10%) (Deputy Director Behavioral Health) - Assign one (1) part time employee (10%) (Deputy Director Public Health) - Assign one (1) part time employee (2%) (QA Admin. Analyst) - Assign one (1) part time employee (5%) (Staff Analyst) - Assign one (1) part time employee (3%) (Sr. Admin. Analyst) - Assign one (1) part time employee (5%) (Admin. Analyst) - Assign one (1) part time employee (5%) (Account Technician) **Supplies ($9,002.45)** - Facility & Operating expense 4/15/2022-6/30/2022	$125,000.00	6/30/22
		Total Year 1 Additional CRRSAA Funds	**$125,000.00**	
2.	7460.01-002-0001 Quarter 4 7/1/22 – 9/30/22	***DIRECT SERVICES*** ***Deliver Mobile Crisis Response Services*** **Other Direct Services** ***FTEs ($139,197.06)*** - Ongoing salary for Mental Health Assistant II - Ongoing salary for Mental Health Assistant III - Ongoing salary for (66.7%) (Licensed Clinician)	$150,000.00	9/30/22

		- Ongoing salary for (Public Health Nurse Manager) - Ongoing salary for (90%) (Social Work Supervisor II) - Ongoing salary for (10%) (Deputy Director Behavioral Health) - Ongoing salary for (10%) (Deputy Director Public Health) - Ongoing salary for (2%) (QA Admin. Analyst) - Ongoing salary for (5%) (Staff Analyst) - Ongoing salary for (3%) (Sr. Admin. Analyst) - Ongoing salary for (5%) (Admin. Analyst) - Ongoing salary for (5%) (Account Technician) **Supplies ($10,802.94)** - Facility & Operating expense 7/1/2022-9/30/2022,		
3.	7460.01-002-0001 Quarter 5 10/1/22 – 12/31/22	***DIRECT SERVICES*** ***Deliver Mobile Crisis Response Services*** **Other Direct Services** ***FTEs ($139,197.06)*** - Ongoing salary for (Mental Health Assistant II) - Ongoing salary for (Mental Health Assistant III) - Ongoing salary for (66.7%) (Licensed Clinician) - Ongoing salary for (Public Health Nurse Manager) - Ongoing salary for (90%) (Social Work Supervisor II) - Ongoing salary for (10%) (Deputy Director Behavioral Health) - Ongoing salary for (10%) (Deputy Director Public Health) - Ongoing salary for (2%) (QA Admin. Analyst) - Ongoing salary for (5%) (Staff Analyst) - Ongoing salary for (3%) (Sr. Admin. Analyst) - Ongoing salary for (5%) (Admin. Analyst) - Ongoing salary for (5%) (Account Technician) **Supplies ($10,802.94)** - Facility & Operating expense 10/1/2022-12/31/2022.	$150,000.00	12/31/22

4.	7460.01-002-0001 Quarter 6 1/1/23 – 2/14/23 (Partial Quarter)	***DIRECT SERVICES*** ***Deliver Mobile Crisis Response Services*** **Other Direct Services** ***FTEs ($69,598.53)*** - Ongoing salary (Mental Health Assistant II) - Ongoing salary (Mental Health Assistant III) - Ongoing salary (66.7%) (Licensed Clinician) - Ongoing salary (Public Health Nurse Manager) - Ongoing salary (90%) (Social Work Supervisor II) - Ongoing salary (10%) (Deputy Director Behavioral Health) - Ongoing salary (10%) (Deputy Director Public Health) - Ongoing salary (2%) (QA Admin. Analyst) - Ongoing salary (5%) (Staff Analyst) - Ongoing salary (3%) (Sr. Admin. Analyst) - Ongoing salary (5%) (Admin. Analyst) - Ongoing salary (5%) (Account Technician) **Supplies ($5,401.47)** - Facility & Operating expense 1/1/2022-2/14/2023.	$75,000.00	2/14/23
		Total Year 2 Additional CRRSAA Funds	**$375,000.00**	
		CONTRACT MODIFICATION TOTAL:	**$500,000.00**	
		CONTRACT TOTAL:	**$1,000,000.00**	

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ATTACHMENT E
PAYMENT SCHEDULE
SUBCONTRACTOR FUNDING/BUDGET
COUNTY OF MARIPOSA

Quarter #/Date Range	Invoice Description	Amount of Invoice
Quarter 3: **04/15/22 – 6/30/22**	Progress Report detailing progress made towards Deliverable 1	$125,000.00
Quarter 4: **07/01/22 – 9/30/22**	Progress Report detailing progress made towards Deliverable 2	$150,000.00
Quarter 5: **10/01/22 – 12/31/22**	Progress Report detailing progress made towards Deliverable 3	$150,000.00
Quarter 6: **1/1/23 – 2/14/23**	Progress Report detailing progress made towards Deliverable 4	$75,000.00
Total Deliverables and Other Directs		**$500,000.00**

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EXHIBIT 1
Business Associate Agreement ("BAA") Addendum

1. This Agreement has been determined to constitute a business associate relationship under the Health Insurance Portability and Accountability Act (HIPAA) and its implementing privacy and security regulations at 45 Code of Federal Regulations, Parts 160 and 164 (collectively, and as used in this Agreement).

2. The term "Agreement" as used in this document refers to and includes both this BAA Addendum and the contract to which this BAA is attached as an addendum/exhibit, if any.

3. For purposes of this Agreement, the term "Business Associate" shall have the same meaning as set forth in 45 CFR section 160.103.

4. **Subcontractor, the Covered Entity**, understands that **Business Associate (ADVOCATES FOR HUMAN POTENTIAL, "AHP")** may create, receive, maintain, transmit to the California Department of Health Care Services (DHCS) or aggregate certain information pursuant to the terms of this Agreement, some of which information may constitute Protected Health Information (PHI) and/or confidential information protected by federal and/or state laws.

4.1 As used in this Agreement and unless otherwise stated, the term "PHI" refers to and includes both "PHI" as defined at 45 CFR section 160.103 and Personal Information (PI) as defined in the Information Practices Act (IPA) at California Civil Code section 1798.3(a). PHI includes information in any form, including paper, oral, and electronic.

4.2 As used in this Agreement, the term "confidential information" refers to information not otherwise defined as PHI in Section 4.1 of this Agreement, but to which state and/or federal privacy and/or security protections apply.

5. Business Associate is acting on DHCS's behalf and provides services or arranges, performs, or assists in the performance of functions or activities on behalf of DHCS, and may create, receive, maintain, transmit, aggregate, use or disclose PHI (collectively, "use or disclose PHI") in order to fulfill Business Associate's obligations under this Agreement. Business Associate and Subcontractor are each a party to this Agreement and are collectively referred to as the "parties."

6. The terms used in this Agreement, but not otherwise defined, shall have the same meanings as those terms in HIPAA and/or the IPA. Any reference to statutory or regulatory language shall be to such language as in effect or as amended.

7. Permitted Uses and Disclosures of PHI by Business Associate. Except as otherwise indicated in this Agreement, Business Associate may use or disclose PHI, inclusive of de-identified data derived from such PHI, only to perform functions, activities or services specified in this Agreement on behalf of Covered Entity, provided that such use or disclosure would not violate HIPAA or other applicable laws if done by Business Associate.

7.1 Specific Use and Disclosure Provisions. Except as otherwise indicated in this Agreement, Business Associate may use and disclose PHI if necessary for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate. Business Associate may disclose PHI for this purpose if the disclosure is required by law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person. The person shall notify the Business Associate of any instances of which the person is aware that the confidentiality of the information has been breached, unless such person is a treatment provider not acting as

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a business associate of Business Associate.

8. Compliance with Other Applicable Law.

8.1 To the extent that other state and/or federal laws provide additional, stricter and/or more protective (collectively, "more protective") privacy and/or security protections to PHI or other confidential information covered under this Agreement beyond those provided through HIPAA, Business Associate agrees:

8.1.1 To comply with the more protective of the privacy and security standards set forth in applicable state or federal laws to the extent such standards provide a greater degree of protection and security than HIPAA or are otherwise more favorable to the individuals whose information is concerned; and

8.1.2 To treat any violation of such additional and/or more protective standards as a breach or security incident, as appropriate, pursuant to Section 18 of this Agreement.

8.2 Examples of laws that provide additional and/or stricter privacy protections to certain types of PHI and/or confidential information, as defined in Section 4. of this Agreement, include but are not limited to the Information Practices Act, California Civil Code sections 1798-1798.78, Confidentiality of Substance Use Disorder Patient Records, 42 CFR Part 2, Welfare and Institutions Code section 5328, and California Health and Safety Code section 11845.5.

8.3 If Business Associate is a Qualified Service Organization (QSO) as defined in 42 CFR section 2.11, Business Associate agrees to be bound by and comply with subdivisions (2)(i) and (2)(ii) under the definition of QSO in 42 CFR section 2.11.

9. Additional Responsibilities of Business Associate.

9.1 Nondisclosure. Business Associate shall not use or disclose PHI or other confidential information other than as permitted or required by this Agreement or as required by law.

9.2 Safeguards and Security.

9.2.1 Business Associate shall use safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of PHI and other confidential data and comply, where applicable, with subpart C of 45 CFR Part 164 with respect to electronic PHI, to prevent use or disclosure of the information other than as provided for by this Agreement. Such safeguards shall be based on applicable Federal Information Processing Standards (FIPS) Publication 199 protection levels.

9.2.2 Business Associate shall, at a minimum, utilize an industry-recognized security framework when selecting and implementing its security controls, and shall maintain continuous compliance with its selected framework as it may be updated from time to time. Examples of industry-recognized security frameworks include but are not limited to:

9.2.2.1 NIST SP 800-53 - National Institute of Standards and Technology Special Publication 800-53

9.2.2.2 FedRAMP - Federal Risk and Authorization Management Program

9.2.2.3 PCI - PCI Security Standards Council

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9.2.2.4 ISO/ESC 27002 - International Organization for Standardization/International Electrotechnical Commission standard 27002

9.2.2.5 IRS PUB 1075 - Internal Revenue Service Publication 1075

9.2.2.6 HITRUST CSF - HITRUST Common Security Framework

9.2.3 Business Associate shall employ FIPS 140-2 compliant encryption of PHI at rest and in motion unless Business Associate determines it is not reasonable and appropriate to do so based upon a risk assessment, and equivalent alternative measures are in place and documented as such. In addition, Business Associate shall maintain, at a minimum, the most current industry standards for transmission and storage of PHI and other confidential information.

9.2.4 Business Associate shall apply security patches and upgrades, and keep virus software up to date, on all systems on which PHI and other confidential information may be used.

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

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

11. Access to PHI. Business Associate shall make PHI available in accordance with 45 CFR section 164.524.

12. Amendment of PHI. Business Associate shall make PHI available for amendment and incorporate any amendments to PHI in accordance with 45 CFR section 164.526.

13. Accounting for Disclosures. Business Associate shall make available the information required to provide an accounting of disclosures in accordance with 45 CFR section 164.528.

14. Compliance with DHCS Obligations. To the extent Business Associate is to carry out an obligation under 45 CFR Part 164, Subpart E, Business Associate shall comply with the requirements of the subpart that apply in the performance of such obligation.

15. Access to Practices, Books and Records. Business Associate shall make its internal practices, books, and records relating to the use and disclosure of PHI on behalf of Covered Entity available to Covered Entity upon reasonable request, and to the federal Secretary of Health and Human Services for purposes of determining compliance with 45 CFR Part 164, Subpart E.

16. Return or Destroy PHI on Termination; Survival. At termination of this Agreement, if feasible, Business Associate shall return or destroy all PHI and other confidential information received from, or created or received by Business Associate on behalf of, Covered Entity that Business Associate still maintains in any form and retain no copies of such information. If return or destruction is not feasible, Business Associate shall notify Covered Entity of the conditions that make the return or destruction infeasible and Business Associate and Covered Entity shall determine the terms and conditions under which Business Associate may retain the PHI. If such return or destruction is not feasible, Business Associate shall extend the protections of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

17. Special Provision for SSA Data. If Business Associate receives data from or on behalf of Covered Entity that was verified by or provided by the Social Security Administration (SSA data) and is

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subject to an agreement between Covered Entity, Business Associate shall provide, upon request by Covered Entity, a list of all employees and agents who have access to such data.

18. Breaches and Security Incidents. Business Associate shall implement reasonable systems for the discovery and prompt reporting of any breach or security incident, and take the following steps:

18.1 Notice to Covered Entity.

18.1.1 Business Associate shall notify Covered Entity immediately upon the discovery of a suspected breach or security incident that involves SSA data. This notification will be provided by email upon discovery of the breach. If Business Associate is unable to provide notification by email, then Business Associate shall provide notice by telephone to Covered Entity.

18.1.2 Business Associate shall notify Covered Entity within 24 hours by email (or by telephone if Business Associate is unable to email Covered Entity) of the discovery of the following, unless attributable to a treatment provider that is not acting as a business associate of Business Associate:

18.1.2.1 Unsecured PHI if the PHI is reasonably believed to have been accessed or acquired by an unauthorized person;

18.1.2.2 Any suspected security incident that risks unauthorized access to PHI and/or other confidential information;

18.1.2.3 Any intrusion or unauthorized access, use or disclosure of PHI in violation of this Agreement; or

18.1.2.4 Potential loss of confidential information affecting this Agreement.

Upon discovery of a breach or suspected security incident, intrusion or unauthorized access, use or disclosure of PHI, Business Associate shall take:

18.1.3 Prompt action to mitigate any risks or damages involved with the security incident or breach; and

18.1.4 Any action pertaining to such unauthorized disclosure required by applicable federal and state law.

18.2 Investigation. Business Associate shall immediately investigate such security incident or confidential breach.

18.3 Complete Report. Business Associate shall provide a complete report of the investigation to Covered Entity contacts within ten (10) working days of the discovery of the security incident or breach. This “Final PIR” must include any applicable additional information not included in the Initial Form. The Final PIR Form shall include an assessment of all known factors relevant to a determination of whether a breach occurred under HIPAA and other applicable federal and state laws. The report shall also include a full, detailed corrective action plan, including its implementation date and information on mitigation measures taken to halt and/or contain the improper use or disclosure. If Covered Entity requests information in addition to that requested through the PIR form, Business Associate shall make reasonable efforts to provide Covered Entity with such information. A “Supplemental PIR” may be used to submit revised or additional information after the Final PIR is submitted. Covered Entity will review and approve or disapprove Business Associate’s determination of whether a breach occurred, whether

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the security incident or breach is reportable to the appropriate entities, if individual notifications are required, and Business Associate's corrective action plan.

18.3.1 If Business Associate does not complete a Final PIR within the ten (10) working day timeframe, Business Associate shall request approval from Covered Entity within the ten (10) working day timeframe of a new submission timeframe for the Final PIR.

18.4 Notification of Individuals. If the cause of a breach is attributable to Business Associate or its agents, other than when attributable to a treatment provider that is not acting as a business associate of Business Associate, Business Associate shall notify individuals accordingly and shall pay all costs of such notifications, as well as all costs associated with the breach. The notifications shall comply with applicable federal and state law. DHCS shall approve the time, manner and content of any such notifications, and DHCS's review and approval must be obtained before the notifications are made.

18.5 Responsibility for Reporting of Breaches to Entities Other than Covered Entity. If the cause of a breach of PHI is attributable to Business Associate or its agents, other than when attributable to a treatment provider that is not acting as a business associate of Business Associate, Business Associate is responsible for all required reporting of the breach as required by applicable federal and state law.

19. Responsibility of Covered Entity. Covered Entity agrees to not request the Business Associate to use or disclose PHI in any manner that would not be permissible under HIPAA and/or other applicable federal and/or state law.

20. Audits, Inspection and Enforcement.

20.1 If Business Associate is the subject of an audit, compliance review, investigation or any proceeding that is related to the performance of its obligations pursuant to this Agreement or is the subject of any judicial or administrative proceeding alleging a violation of HIPAA, Business Associate shall promptly notify Covered Entity unless it is legally prohibited from doing so.

21. Termination.

21.1 Termination for Cause. Upon Covered Entity's knowledge of a violation of this Agreement by Business Associate, Covered Entity may in its discretion:

21.1.1 Provide an opportunity for Business Associate to cure the violation and terminate this Agreement if Business Associate does not do so within the time specified by Covered Entity; or

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

21.2 Judicial or Administrative Proceedings. Covered Entity may terminate this Agreement if Business Associate is found to have violated HIPAA, or stipulates or consents to any such conclusion, in any judicial or administrative proceeding.

22. Miscellaneous Provisions.

22.1 Disclaimer. Covered Entity makes no warranty or representation that compliance by Business Associate with this Agreement will satisfy Business Associate's business needs or compliance obligations. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI and other confidential information.

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22.2 Amendment.

22.2.1 Any provision of this Agreement that is in conflict with current or future applicable federal or state laws is hereby amended to conform to the provisions of those laws. Such amendment of this Agreement shall be effective on the effective date of the laws necessitating it and shall be binding on the parties even though such amendment may not have been reduced to writing and formally agreed upon and executed by the parties.

22.2.2 Failure by Business Associate to take necessary actions required by amendments to this Agreement under Section 22.2.1 shall constitute a material violation of this Agreement.

22.3 Assistance in Litigation or Administrative Proceedings. Business Associate shall make itself and its employees and agents available to Covered Entity at no cost to Covered Entity to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against Covered Entity, its directors, officers and/or employees based upon claimed violation of HIPAA that involves inactions or actions by the Business Associate.

22.4 No Third-Party Beneficiaries. Nothing in this Agreement is intended to or shall confer upon any third person any rights or remedies whatsoever.

22.5 Interpretation. The terms and conditions in this Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA and other applicable laws.

22.6 No Waiver of Obligations. No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

Advocates for Human Potential, Inc. ❖ 490-B Boston Post Road, Sudbury, MA 01776 ❖ (978) 443-0055

Modification #4 to Subcontract Agreement

Subcontract ID:	7460-CA MOBILE CRISIS (CCMU-IMPL)-MARIPOSA-01G
Subcontract Effective Date:	As of September 1, 2021
Extension/ Modification Date:	Effective as of January 27, 2023
Subcontractor:	**MARIPOSA COUNTY ("MARIPOSA")** **ATTN: Kristina Allen, Deputy Director** 5362 Lemee Lane, Mariposa, CA 95338 Phone: (209) 966-3222 Email address: Kallen@mariposacounty.org; rridenhour@mariposacounty.org
Contract ID:	**Client: California Department of Health Care Services** **Agreement No.: 21-10349** **Contract Title:** *"Behavioral Health Mobile Crisis and Non-crisis Services (Mobile Crisis)"*
AHP Staff Contact(s):	**AHP Project Director:** Monica Reeves Tel: (978) 261-1483 (o)/ mreeves@ahpnet.com

Recitals:

WHEREAS, the parties wish to make certain written changes to this Subcontract Agreement: 7460-CA MOBILE CRISIS-MARIPOSA-01G, and

WHEREAS, Modification #1 to this Subcontract was intended to be signed, and the provisions and funding thereunder have been acted upon by the parties in good faith, but the Modification may not have been formally executed,

WHEREAS, the parties further desire to summarize the complete Statement of Work and Payment Schedule to reflect all deliverables, equipment, and funding under this Subcontract,

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth, the Agreement is modified as follows:

****

1. The Subcontract ID going forward shall be designated as "7460-CA MOBILE CRISIS (CCMU-IMPL)-MARIPOSA-01G."

2. The provisions of Modification #1 (attached) are incorporated herein, and the parties now ratify Modification #1 by their signatures to this Modification #4.

3. CRRSAA funding awarded in the following Quarters is reduced by $375,318.62:
   a. Q3 deliverables reduced by $107,434.88
   b. Q4 deliverables reduced by $120,666.11
   c. Q5 deliverables reduced by $120,666.11

d. Q6 deliverables reduced by $26,551.52

4. Quarter 7 has been changed:
   a. CRRSAA deliverables and funding has been added in the amount of $48,448.48;
   b. Equipment funding has been added in the amount of $180,000.00.

5. Q8 deliverables have been added with CRRSAA funding in the amount of $48,448.48.

6. Q9 deliverables have been added with CRRSAA funding in the amount of $48,448.48.

7. Total Consideration under the Subcontract is ***decreased*** by $49,973.18 to **ONE MILLION SIX HUNDRED FORTY-NINE THOUSAND TWO HUNDRED THIRTY-ONE AND 82/100 DOLLARS** ($1,649,231.82).

8. The Period of Performance for this Subcontract is extended to December 31, 2025.

9. The ***Revised*** Statement of Work ("SOW"), attached hereto as Attachment D, covers ***all deliverables*** funded under this Subcontract, and replaces all previous versions.

10. The ***Revised*** Payment Schedule, attached hereto as Attachment E, shall replace all previous Payment Schedule versions.

11. Facsimile/electronic/scanned signatures are acceptable and effective for purposes of this Extension/ Modification as though an original inked signature.

12. All other terms and conditions of the Subcontract Agreement remain in effect.

THIS MODIFICATION CONSISTS OF **TWO (2)** TYPEWRITTEN PAGE(S),
TOGETHER WITH THE FOLLOWING DOCUMENTS INCORPORATED HEREIN:

☒	ATTACHMENT D	***REVISED*** SOW
☒	ATTACHMENT E	***REVISED*** PAYMENT SCHEDULE
☒	MODIFICATION #1	

IN WITNESS THEREOF, the parties have executed this Modification as of the day and year last written below.

ADVOCATES FOR HUMAN POTENTIAL, INC.	MARIPOSA COUNTY
Signature:	*Signature:*
Name: CHARLES GALLAND	*Printed Name:*
Title: CHIEF OPERATING OFFICER	*Title:*
Date:	*Date:*

ATTACHMENT D

REVISED STATEMENT OF WORK

Agency Name: County of Mariposa
Implementation SOW Start Date: April 15, 2022
Implementation SOW End Date: June 30, 2025

Item	Billing Code	Description/Deliverable	Amount	Due Date
1.	**7460.01-0002** **Quarter 1** **9/15/21-12/31/21**	***INFRASTRUCTURE (BHCIP Funds)*** ***Activities/Deliverables that build the CCMU Infrastructure*** **a. Data Collection, Analysis and Quarterly Reporting for CCMU** Hire: • One (1) part time employee working at five percent (5%) time with title of Fiscal Team Analyst • One (1) part time employee working at four percent (4%) time with title of Program Team Analyst • One (1) part time employee working at five percent (5%) with title of Fiscal Analyst • One (1) part time employee working at ten percent (10%) time with title of Fiscal Account Technician	$5,881.86	12/31/21
2.	**7460.01-002-0000** **Quarter 1** **9/15/21-12/31/21**	***DIRECT SERVICES (CRRSAA Funds)*** ***Deliver Mobile Crisis Response Services through one (1) team*** Hire: • One (1) full time employee with title Psychiatric Registered Nurse (RN) • One (1) full time employee with title Social Work Supervisor II Social Work Supervisor II commences work on development of procedures and policies and training	$1,290.96	12/31/21
3.	**7460.01-002** **Quarter 2** **1/1/22-3/31/22**	***INFRASTRUCTURE (BHCIP Funds)*** ***Equipment/Property Purchases*** • Six (6) Office 365 licenses @ $1,034.40 each for three months • Six (6) InSync Electronic Health Record Licenses @ $4,327.17 each for three (3) months ***Activities/Deliverables that build the CCMU Infrastructure*** • **Data Collection, Analysis and Quarterly Reporting for CCMU** Ongoing salaries for: • Fiscal Team Analyst • Program Team Analyst • Fiscal Analyst • Fiscal Account Technician	$32,169.40 $5,881.86	3/31/22
4.	**7460.01-002-0000** **Quarter 2** **1/1/22-3/31/22**	***DIRECT SERVICES (CRRSAA Funds)*** **Deliver Mobile Crisis Response Services through one (1) team** Ongoing salaries for: • Psychiatric RN • Social Work Supervisor II Social Work Supervisor II continues work on development of procedures and policies and training.	$1,290.96	3/31/22

5.	**7460.01-002** **Quarter 3** **4/15/22-6/30/22**	***INFRASTRUCTURE (BHCIP Funds*)** **Equipment/Property Purchases** • Six (6) Cell phones @ $50.00 each • Six (6) cell phone cases @ $26.24 each • Cell phone service for three (3) months @ $258.46 per month • Cell phone Hexnode access for three (3) months costs @ $16.10 per month • Six (6) laptops @ $1,166.67 each • Laptop Hexnode access for three (3) months @ $16.10 per month • Six (6) laptop bags @ $63.33 each • Four (4) tablets @ $500.00 each • Four (4) tablet cases @ $50.00 each • Tablet cell service for three (3) months @ $172.04 per month • Taxes/fees for laptops/phones/tablets @ $2,550.00 • One (1) fully equipped Tahoe @ $79,000.00 ***Activities/Deliverables that build the CCMU Infrastructure*** **a. Data Collection, Analysis and Quarterly Reporting for CCMU** Ongoing Salaries for: • Fiscal Team Analyst • Program Team Analyst • Fiscal Analyst • Fiscal Account Technician	**$**192,976.32 $5,881.86	6/30/22
6.	**7460.01-002-0001** **Quarter 3** **4/15/22-6/30/22**	***DIRECT SERVICES (CRRSAA Funds)*** **Deliver Mobile Crisis Response Services through one (1) team** Ongoing salaries for: • Psychiatric RN • Social Work Supervisor II Provide services of Psychiatric RN and Social Work Supervisor II for CCMU Team ***DIRECT SERVICES (Coronavirus Response and Relief Services Appropriation Act)*** **Deliver Mobile Crisis Response Services through 1 Augmented Team** **Other Direct Services** **Draft and circulate RFI/RFQ/RFP documents to CIE software solution providers. Perform needs assessment and and landscape analysis within organization and with community partners. Begin drafting data sharing agreements and MOEs for project partners. Engage** **FTEs** • Assign one (1) part time employee (10%) (Deputy Director Behavioral Health) • Assign one (1) part time employee (15%) (Deputy Director Public Health) • Assign one (1) part time employee (2%) (QA Admin. Analyst) • Assign one (1) part time employee (10%) (Staff Analyst) • Assign one (1) part time employee (5%) (Account Technician) • Salary for one (1) part time employee (50%) Senior Administrative Analyst • Salary for one (1) part time employee (33%) Administrative Analyst. • Salary for one (1) part time employee (10%) Social Worker • Salary for one (1) part time employee (5%) Fiscal Analyst Grant management and administration • Salary for one (1) part time employee (20%) County Legal Counsel • Salary for one (1) part time employee (50%) County IT Department **Supplies** • Facility & Operating expense • Six (6) Microsoft Surface Pro 8 and accessories @ $1,500.00 each. ($9,000.00)	$104,104.64	6/30/22
				Year 1 Totals - $349,477.86

7.	**7460.01-0002** **Quarter 4** **7/1/22-9/30/22**	***INFRASTRUCTURE (BHCIP Funds)*** **Equipment/Property Purchases** • Cell phone service for three (3) months @ $258.46 per month • Cell phone with Hexnode access for three (3) months costs, 3 months @ $16.10 per month • Laptop with Hexnode access for three (3) months @ $16.10 per month • Tablet cell services for three (3) months @ $172.04 per month ***Activities/Deliverables that build the CCMU Infrastructure*** • **Data Collection, Analysis and Quarterly Reporting for CCMU** Ongoing salaries for: • Fiscal Team Analyst • Program Team Analyst • Fiscal Analyst • Fiscal Account Technician	**$**1,388.90 $5,881.86	9/30/22
8.	**7460.01-002-0000** **Quarter 4** **7/1/22-9/30/22**	***DIRECT SERVICES (CRRSAA Funds)*** **Deliver Mobile Crisis Response Services through one (1) team** Ongoing salaries for: • Psychiatric RN • Social Work Supervisor II Provide services of Psychiatric RN and Social Work Supervisor II for CCMU Team. ***DIRECT SERVICES (Coronavirus Response and Relief Services Appropriation Act)*** **Deliver Mobile Crisis Response Services through 1 Augmented Team Other Direct Services** **Complete contract with CIE software solution provider and begin internal implementation with Behavioral Health Software. Begin Development of Data Dashboard. Begin Development of Policy and Procedure documents for support of System and Care.** **FTEs** • Assign one (1) part time employee (10%) (Deputy Director Behavioral Health) • Assign one (1) part time employee (15%) (Deputy Director Public Health) • Assign one (1) part time employee (2%) (QA Admin. Analyst) • Assign one (1) part time employee (10%) (Staff Analyst) • Assign one (1) part time employee (5%) (Account Technician) • Salary for one (1) part time employee (50%) Senior Administrative Analyst • Salary for one (1) part time employee (33%) Administrative Analyst. • Salary for one (1) part time employee (10%) Social Worker • Salary for one (1) part time employee (5%) Fiscal Analyst Grant management and administration • Salary for one (1) part time employee (20%) County Legal Counsel • Salary for one (1) part time employee (15%) Staff Development Coordinator **Supplies** • Facility & Operating expense • Software Solution Program Purchase (Implementation, Software licensing costs, per user costs) ($500,000.00) • Vendor workshops and conferences – attendance for 2 employees ($2,500.00)	**$**613,028.41	9/30/22

9.	**7460.01-0002** **Quarter 5** **10/1/22-12/31/22**	***INFRASTRUCTURE (BHCIP Funds)*** **Equipment/Property Purchases** • Cell phone services for three (3) months @ $258.46 per month • Cell phone with Hexnode access for three (3) months costs @ $16.10 per month • Laptop with Hexnode access for three (3) months @ $16.10 per month • Tablet cell service for three (3) months @ $172.04 per month • Installation of mobile internet/cell phone connectivity in vehicles @ $10,000.00 • Installation of connectivity upgrades @ $10,000.00 • Car cell service for three (3) months @ $581.82 per month • Automatic vehicle location (AVL) tracking for three (3) months @ $174.55 per month ***Activities/Deliverables that build the CCMU Infrastructure*** **a. Data Collection, Analysis and Quarterly Reporting for CCMU** Ongoing salaries for: • Fiscal Team Analyst • Program Team Analyst • Fiscal Analyst • Fiscal Account Technician	**$**23,657.99 $5,881.86	12/31/22
10.	**7460.01-002-0000** **Quarter 5** **10/1/22-12/31/22**	***DIRECT SERVICES (CRRSAA Funds)*** **Deliver Mobile Crisis Response Services through one (1) team** Ongoing salaries for: • Psychiatric RN • Social Work Supervisor II Provide services of psychiatric RN and Social Work Supervisor II for CCMU Team. ***DIRECT SERVICES (Coronavirus Response and Relief Services Appropriation Act)*** **Deliver Mobile Crisis Response Services through 1 Augmented Team Other Direct Services** **Begin Implementation with remaining internal departments (Health Services, Human Services, and Public Health)** **FTEs** • Ongoing salary for (15%) Public Health Nurse Manager/Psych Nurse Practitioner • Ongoing salary for (10%) Deputy Director Behavioral Health • Ongoing salary for (15%) Deputy Director Public Health • Ongoing salary for (2%) QA Admin. Analyst • Ongoing salary for (5%) Staff Analyst • Ongoing salary for (50%) Sr. Admin. Analyst • Ongoing salary for (5%) Account Technician • Salary for one (1) part time employee (33%) Administrative Analyst • Salary for one (1) part time employee (10%) Staff Services Analyst • Salary for one (1) part time employee (10%) Social Worker • Salary for one (1) part time employee (15%) Staff Development Coordinator • Salary for one (1) part time employee (5%) Fiscal Analyst Grant management and administration • Salary for one (1) part time employee (20%) County Legal Counsel **Supplies** • Facility & Operating expense	$105,028.41	12/31/22

11.	**7460.01-0002** **Quarter 6** **1/1/23-3/31/23**	***INFRASTRUCTURE (BHCIP Funds)*** **Equipment/Property Purchases** • Cell phone service for three (3) months @ $258.46 per month • Cell phone with Hexnode access for three (3) months costs, 3 months @ $16.10 per month • Laptop with Hexnode access for three (3) months @ $16.10 per month • Tablet cell services for three (3) months @ $172.04 per month • Car cell service for three (3) months @ $581.82 per month • AVL tracking for three (3) months @ $174.55 per month ***Activities/Deliverables that build the CCMU Infrastructure*** • **Data Collection, Analysis and Quarterly Reporting for CCMU** Ongoing salaries for: • Fiscal Team Analyst • Program Team Analyst • Fiscal Analyst • Fiscal Account Technician	$3,657.99 $5,881.86	3/31/23
12.	**7460.01-002-0000** **Quarter 6** **1/1/23-3/31/23**	***DIRECT SERVICES (CRRSAA Funds)*** **Deliver Mobile Crisis Response Services through one (1) team** Ongoing salaries for: • Psychiatric RN • Social Work Supervisor II Provide services of psychiatric RN and Social Work Supervisor II for CCMU Team. ***DIRECT SERVICES (Coronavirus Response and Relief Services Appropriation Act)*** **Deliver Mobile Crisis Response Services through 1 Augmented Team Other Direct Services** **Begin Implementation with County Partners (Probation Department, Correctional Facility, Hospital, Community Based Organizations)** **FTEs** • Ongoing salary for (15%) Public Health Nurse Manager/Psych Nurse Practitioner • Ongoing salary for (10%) Deputy Director Behavioral Health • Ongoing salary for (15%) Deputy Director Public Health • Ongoing salary for (2%) QA Admin. Analyst • Ongoing salary for (5%) Staff Analyst • Ongoing salary for (50%) Sr. Admin. Analyst • Ongoing salary for (5%) Account Technician • Salary for one (1) part time employee (33%) Administrative Analyst • Salary for one (1) part time employee (10%) Staff Services Analyst • Salary for one (1) part time employee (10%) Social Worker • Salary for one (1) part time employee (15%) Staff Development Coordinator • Salary for one (1) part time employee (5%) Fiscal Analyst Grant management and administration • Salary for one (1) part time employee (20%) County Legal Counsel **Supplies** • Facility & Operating expense	$124,143.00	3/31/23
13.	**7460.01-0002** **Quarter 7** **4/1/23-6/30/23**	***INFRASTRUCTURE (BHCIP Funds)*** **Equipment/Property Purchases** • Cell phone with Hexnode access for three (3) months @$16.10 per month • Laptop with Hexnode access for three (3) months @$16.10 per month • Tablet cell service for three (3) months @ $172.04 per month • Car cell service for three (3) months @ $581.82 per month • ABL tracking for three (3) months @ $174.55 per month ***Activities/Deliverables that build the CCMU Infrastructure*** **a. Data Collection, Analysis and Quarterly Reporting for CCMU** • Fiscal Team Analyst • Program Team Analyst • Fiscal Analyst • Fiscal Account Technician	$3,657.99 $5,881.86	6/30/23

14.	**7460.01-002** **Quarter 7** **4/1/23-6/30/23**	***DIRECT SERVICES (Coronavirus Response and Relief Services Appropriation Act (CRRSAA Funds)*** **Equipment/Property Purchases** • **Purchase two (2) Chevrolet Traverse AWD - $60,000.00 each / $120,000.00 for both** • **Purchase outfitting/Installation for Sprinter Van - $60,000.00 Total** **a. Interior, Electrical, Cabinetry, Accessories – ($35,000.00)** **b. Installation Labor Cost – ($25,000.00)** ***DIRECT SERVICES (Coronavirus Response and Relief Services Appropriation Act)*** **Deliver Mobile Crisis Response Services through 1 Augmented Team Other Direct Services** **FTEs** • Ongoing salary for full time employee Mental Health Assistant III • Ongoing salary for (15%) Public Health Nurse Manager/Psych Nurse Practitioner • Ongoing salary for (10%) Deputy Director Behavioral Health • Ongoing salary for (10%) Deputy Director Public Health • Ongoing salary for (2%) QA Admin. Analyst • Ongoing salary for (5%) Staff Analyst • Ongoing salary for (3%) Sr. Admin. Analyst • Ongoing salary for (5%) Account Technician **Supplies** • Facility & Operating expense	$180,000.00 $48,448.48	6/30/23
			Year 2 Totals - $1,126,538.61	
15.	**7460.01-0002** **Quarter 8** **7/1/23-9/30/23**	***INFRASTRUCTURE (BHCIP Funds)*** **Equipment/Property Purchases** • Cell phone with Hexnode access for three (3) months @$16.10 per month • Laptop with Hexnode access for three (3) months @$16.10 per month • Tablet cell service for three (3) months @ $172.04 per month • Car cell service for three (3) months @ $581.82 per month • ABL tracking for three (3) months @ $174.55 per month ***Activities/Deliverables that build the CCMU Infrastructure*** **b. Data Collection, Analysis and Quarterly Reporting for CCMU** • Fiscal Team Analyst • Program Team Analyst • Fiscal Analyst • Fiscal Account Technician	$3,657.99 $5,881.86	9/30/23
16.	**7460.01-002** **Quarter 8** **7/1/23-9/30/23**	***DIRECT SERVICES (Coronavirus Response and Relief Services Appropriation Act)*** **Deliver Mobile Crisis Response Services through 1 Augmented Team Other Direct Services** **FTEs** • Ongoing salary for full time employee Mental Health Assistant III • Hire two Peer Support Specialists • Ongoing salary for (10%) Deputy Director Behavioral Health • Ongoing salary for (10%) Deputy Director Public Health • Ongoing salary for (2%) QA Admin. Analyst • Ongoing salary for (5%) Staff Analyst • Ongoing salary for (3%) Sr. Admin. Analyst • Ongoing salary for (5%) Account Technician **Supplies** • Facility & Operating expense	$48,448.48	9/30/23

17.	**7460.01-0002** **Quarter 9** **10/1/23-12/31/23**	***INFRASTRUCTURE (BHCIP Funds)*** **Equipment/Property Purchases** • Cell phone with Hexnode access for three (3) months @$16.10 per month • Laptop with Hexnode access for three (3) months @$16.10 per month • Tablet cell service for three (3) months @ $172.04 per month • Car cell service for three (3) months @ $581.82 per month • ABL tracking for three (3) months @ $174.55 per month ***Activities/Deliverables that build the CCMU Infrastructure*** **c. Data Collection, Analysis and Quarterly Reporting for CCMU** • Fiscal Team Analyst • Program Team Analyst • Fiscal Analyst • Fiscal Account Technician	$3,657.99 $5,881.86	12/31/23
18.	**7460.01-0002** **Quarter 9** **10/1/23-12/31/23**	***DIRECT SERVICES (Coronavirus Response and Relief Services Appropriation Act)*** **Deliver Mobile Crisis Response Services through 1 Augmented Team Other Direct Services** **FTEs** • Ongoing salary for full time employee Mental Health Assistant III • Ongoing salary for 2 Peer Support Specialists • Ongoing salary for (10%) Deputy Director Behavioral Health • Ongoing salary for (10%) Deputy Director Public Health • Ongoing salary for (2%) QA Admin. Analyst • Ongoing salary for (5%) Staff Analyst • Ongoing salary for (3%) Sr. Admin. Analyst • Ongoing salary for (5%) Account Technician **Supplies** • Facility & Operating expense	$48,448.48	12/31/23
19.	**7460.01-002** **Quarter 10** **1/1/24-3/31/24**	***INFRASTRUCTURE (BHCIP Funds)*** **Equipment/Property Purchases** • Cell phone with Hexnode access for three (3) months @$16.10 per month • Laptop with Hexnode access for three (3) months @$16.10 per month • Tablet cell service for three (3) months @ $172.04 per month • Car cell service for three (3) months @ $581.82 per month • ABL tracking for three (3) months @ $174.55 per month ***Activities/Deliverables that build the CCMU Infrastructure*** **d. Data Collection, Analysis and Quarterly Reporting for CCMU** • Fiscal Team Analyst • Program Team Analyst • Fiscal Analyst • Fiscal Account Technician	$3,657.99 $5,881.86	3/31/24
20.	**7460.01-0002** **Quarter 11** **4/1/24-6/30/24**	***INFRASTRUCTURE (BHCIP Funds)*** **Equipment/Property Purchases** • Cell phone with Hexnode access for three (3) months @$16.10 per month • Laptop with Hexnode access for three (3) months @$16.10 per month • Tablet cell service for three (3) months @ $172.04 per month • Car cell service for three (3) months @ $581.82 per month • ABL tracking for three (3) months @ $174.55 per month ***Activities/Deliverables that build the CCMU Infrastructure*** **e. Data Collection, Analysis and Quarterly Reporting for CCMU** • Fiscal Team Analyst • Program Team Analyst • Fiscal Analyst • Fiscal Account Technician	$3,657.99 $5,881.86	6/30/24
				Year 3 Totals - $135,056.36

21.	**7460.01-0002** **Quarter 12** **7/1/24-9/30/24**	***INFRASTRUCTURE (BHCIP Funds)*** **Equipment/Property Purchases** • Cell phone with Hexnode access for three (3) months @$16.10 per month • Laptop with Hexnode access for three (3) months @$16.10 per month • Tablet cell service for three (3) months @ $172.04 per month • Car cell service for three (3) months @ $581.82 per month • ABL tracking for three (3) months @ $174.55 per month ***Activities/Deliverables that build the CCMU Infrastructure*** **f. Data Collection, Analysis and Quarterly Reporting for CCMU** • Fiscal Team Analyst • Program Team Analyst • Fiscal Analyst • Fiscal Account Technician	$3,657.99 $5,881.86	9/30/24
22.	**7460.01-0002** **Quarter 13** **10/1/24-12/31-24**	***INFRASTRUCTURE (BHCIP Funds)*** **Equipment/Property Purchases** • Cell phone with Hexnode access for three (3) months @$16.10 per month • Laptop with Hexnode access for three (3) months @$16.10 per month • Tablet cell service for three (3) months @ $172.04 per month • Car cell service for three (3) months @ $581.82 per month • ABL tracking for three (3) months @ $174.55 per month ***Activities/Deliverables that build the CCMU Infrastructure*** **g. Data Collection, Analysis and Quarterly Reporting for CCMU** • Fiscal Team Analyst • Program Team Analyst • Fiscal Analyst • Fiscal Account Technician	$3,657.99 $5,881.86	12/31/24
23.	**7460.01-0002** **Quarter 14** **1/1/25-3/31/25**	***INFRASTRUCTURE (BHCIP Funds)*** **Equipment/Property Purchases** • Cell phone with Hexnode access for three (3) months @$16.10 per month • Laptop with Hexnode access for three (3) months @$16.10 per month • Tablet cell service for three (3) months @ $172.04 per month • Car cell service for three (3) months @ $581.82 per month • ABL tracking for three (3) months @ $174.55 per month ***Activities/Deliverables that build the CCMU Infrastructure*** **h. Data Collection, Analysis and Quarterly Reporting for CCMU** • Fiscal Team Analyst • Program Team Analyst • Fiscal Analyst • Fiscal Account Technician	$3,657.99 $5,881.86	3/31/25
24.	**7460.01-0002** **Quarter 15** **4/1/25-6/30/25**	***INFRASTRUCTURE (BHCIP Funds)*** **Equipment/Property Purchases** • Cell phone with Hexnode access for three (3) months @$16.10 per month • Laptop with Hexnode access for three (3) months @$16.10 per month • Tablet cell service for three (3) months @ $172.04 per month • Car cell service for three (3) months @ $581.82 per month • ABL tracking for three (3) months @ $174.55 per month ***Activities/Deliverables that build the CCMU Infrastructure***	$3,657.99	6/30/25

		i. Data Collection, Analysis and Quarterly Reporting for CCMU • Fiscal Team Analyst • Program Team Analyst • Fiscal Analyst • Fiscal Account Technician	$5,881.45	
				Year 4 Totals - $38,158.99
				SUBCONTRACT TOTAL - $1,649,231.82

ATTACHMENT E

REVISED PAYMENT SCHEDULE

SUBCONTRACTOR FUNDING/BUDGET
Mariposa County Health and Human Services
MOD#4

Description	Invoice Description	Amount Estimated
Equipment	Upon Completion of purchase with receipt for goods/equipment	$466,772.51
Total Equipment		**$466,772.51**

Quarter #/Date Range	Invoice Description	Amount of Invoice
Quarter 1: **09/15/21 – 12/31/21**	Progress Report detailing progress made towards Deliverable 1	$5,881.86
Quarter 1: **09/15/21 – 12/31/21**	Progress Report detailing progress made towards Deliverable 2 (CRSAA funds)	$1,290.96
Quarter 2: **01/01/22 – 03/31/22**	Progress Report detailing progress made towards Deliverable 3	$5,881.86
Quarter 2: **01/01/22 – 03/31/21**	Progress Report detailing progress made towards Deliverable 4 (CRSAA funds)	$1,290.96
Quarter 3: **04/15/22 – 6/30/22**	Progress Report detailing progress made towards Deliverable 5	$5,881.86
Quarter 3: **04/15/22 – 6/30/22**	Progress Report detailing progress made towards Deliverable 6 (CRSAA funds)	$104,104.64
Quarter 4: **07/01/22 – 9/30/22**	Progress Report detailing progress made towards Deliverable 7	$5,881.86
Quarter 4: **07/01/22 – 9/30/22**	Progress Report detailing progress made towards Deliverable 8 (CRSAA funds)	$613,028.41
Quarter 5: **10/01/22 – 12/31/22**	Progress Report detailing progress made towards Deliverable 9	$5,881.86
Quarter 5: **10/01/22 – 12/31/22**	Progress Report detailing progress made towards Deliverable 10 (CRSAA funds)	$105,028.41
Quarter 6: **1/1/23 – 3/31/23**	Progress Report detailing progress made towards Deliverable 11	$5,881.86
Quarter 6: **1/1/23 – 3/31/23**	Progress Report detailing progress made towards Deliverable 12 (CRSAA funds)	$124,143.00
Quarter 7: **4/1/23 - 6/30/23**	Progress Report detailing progress made towards Deliverable 13	$5,881.86
Quarter 7: **4/1/23 - 6/30/23**	Progress Report detailing progress made towards Deliverable 14 (CRSAA funds)	$48,448.48
Quarter 8: **7/1/23 – 9/30/23**	Progress Report detailing progress made towards Deliverable 15	$5,881.86

Quarter 8: **7/1/23 – 9/30/23**	Progress Report detailing progress made towards Deliverable 16 (CRSAA funds)	$48,448.48
Quarter 9: **10/1/23 – 12/31/23**	Progress Report detailing progress made towards Deliverable 17	$5,881.86
Quarter 9: **10/1/23 – 12/31/23**	Progress Report detailing progress made towards Deliverable 18 (CRSAA funds)	$48,448.48
Quarter 10: **1/1/24 – 03/31/24**	Progress Report detailing progress made towards Deliverable 19	$5,881.86
Quarter 11: **04/1/24 – 06/30/24**	Progress Report detailing progress made towards Deliverable 20	$5,881.86
Quarter 12: **07/1/24 – 09/30/24**	Progress Report detailing progress made towards Deliverable 21	$5,881.86
Quarter 13: **10/1/24 – 12/31/24**	Progress Report detailing progress made towards Deliverable 22	$5,881.86
Quarter 14: **01/1/25 – 03/31/25**	Progress Report detailing progress made towards Deliverable 23	$5,881.86
Quarter 15: **04/1/25 – 06/30/25**	Progress Report detailing progress made towards Deliverable 24	$5,881.86
Total Deliverables		**$1,182,459.31**
Total Deliverables and Other Directs		**$1,649,231.82**
Subcontract Total (post MOD#4)		**$1,649,231.82**

MODIFICATION#1

Modification #1 to Subcontract Agreement

Subcontract ID:	7460-CA MOBILE CRISIS-MARIPOSA-01
Subcontract Effective Date:	As of September 1, 2021
Extension/ Modification Date:	Effective as of June 1, 2022
Subcontractor:	**MARIPOSA COUNTY** **ATTN: Rosemarie Smallcombe, Chair of the Board** 5362 Lemee Lane, Mariposa, CA 95338 Phone: 209-966-3222 Email address: msmallcombe@mariposacounty.org
Contract ID:	**Client: California Department of Health Care ServicesAgreement No.: 21-10349** **Contract Title:** *"Behavioral Health Mobile Crisis and Non-crisis Services (Mobile Crisis)"*
AHP Staff Contact(s):	**AHP Project Director:** Monica Reeves 131 N. El Molino, Suite 380 Pasadena, CA 91101 Tel: 978-261-1483 (o)/ mreeves@ahpnet.com

Recitals:

WHEREAS, the parties wish to make certain written changes to the above Subcontract Agreement,

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth, the Agreement is modified as follows:

****

1. The Business Associate Agreement("BAA") attached hereto as Exhibit 1 and incorporated herein shall replace any previous BAA(s) executed between the parties.

2. Consideration has been increased by Five Hundred Thousand Dollars ($500,000.00). The total Subcontract value is increased to One Million Dollars ($1,000,000.00).

3. The Statement of Work & Payment Schedule shall reflect the increased consideration and additional deliverables.

Advocates for Human Potential, Inc. ❖ 490-B Boston Post Road, Sudbury, MA 01776❖ (978) 443-0055

4. Provisions 3(c), 3(d), 4(g), 5(a), 15, and 21 of Attachment B Special Subcontract Requirements are hereby stricken and shall no longer apply.

5. Facsimile/electronic/scanned signatures are acceptable and effective for purposes of this Extension/ Modification as though an original inked signature.

6. All other terms and conditions of the Subcontract Agreement remain in effect.

THIS MODIFICATION CONSISTS OF **TWO (2)** TYPEWRITTEN PAGE(S), TOGETHER WITH THE FOLLOWING DOCUMENTS INCORPORATED HEREIN:

☒	ATTACHMENT D	STATEMENT OF WORK
☒	ATTACHMENT E	PAYMENT SCHEDULE
☒	EXHIBIT 1	REPLACEMENT BAA

IN WITNESS THEREOF, the parties have executed this Modification as of the day and year last written below.

ADVOCATES FOR HUMAN POTENTIAL, INC.	**MARIPOSA COUNTY**
Signature:	*Signature:*
Name: **CHARLES GALLAND**	*Printed Name:*
Title: **CHIEF OPERATING OFFICER**	*Title:*
Date:	*Date:*

Advocates for Human Potential, Inc. ❖ 490-B Boston Post Road, Sudbury, MA 01776❖ (978) 443-0055

ATTACHMENT D
Crisis Care Mobile Units (CCMU) Implementation Grant
Proposed Statement of Work (SOW) 2
Agency Name: County of Mariposa
Implementation SOW Start Date: April 15, 2022
Implementation SOW End Date: February 14, 2023

Item	Billing Code	Description/Deliverable	Amount	Due Date
1.	7460.01-002-0001 Quarter 3 4/15/2022 – 6/30/2022	***DIRECT SERVICES*** ***Deliver Mobile Crisis Response Services*** **Other Direct Services** ***FTEs ($115,997.55)*** - Assign one (1) full time employee (Mental Health Assistant II) - Assign one (1) full time employee (Mental Health Assistant III) - Assign one (1) part time employee (66.7%) (Licensed Clinician) - Assign one (1) full time employee (Public Health Nurse Manager) - Assign one (1) part time employee (90%) (Social Work Supervisor II) - Assign one (1) part time employee (10%) (Deputy Director Behavioral Health) - Assign one (1) part time employee (10%) (Deputy Director Public Health) - Assign one (1) part time employee (2%) (QA Admin. Analyst) - Assign one (1) part time employee (5%) (Staff Analyst) - Assign one (1) part time employee (3%) (Sr. Admin. Analyst) - Assign one (1) part time employee (5%) (Admin. Analyst) - Assign one (1) part time employee (5%) (Account Technician) **Supplies ($9,002.45)** - Facility & Operating expense 4/15/2022-6/30/2022	$125,000.00	6/30/22
		Total Year 1 Additional CRRSAA Funds	**$125,000.00**	
2.	7460.01-002-0001 Quarter 4 7/1/22 – 9/30/22	***DIRECT SERVICES*** ***Deliver Mobile Crisis Response Services*** **Other Direct Services** ***FTEs ($139,197.06)*** - Ongoing salary for Mental Health Assistant II - Ongoing salary for Mental Health Assistant III - Ongoing salary for (66.7%) (Licensed Clinician)	$150,000.00	9/30/22

		- Ongoing salary for (Public Health Nurse Manager) - Ongoing salary for (90%) (Social Work Supervisor II) - Ongoing salary for (10%) (Deputy Director Behavioral Health) - Ongoing salary for (10%) (Deputy Director Public Health) - Ongoing salary for (2%) (QA Admin. Analyst) - Ongoing salary for (5%) (Staff Analyst) - Ongoing salary for (3%) (Sr. Admin. Analyst) - Ongoing salary for (5%) (Admin. Analyst) - Ongoing salary for (5%) (Account Technician) **Supplies ($10,802.94)** - Facility & Operating expense 7/1/2022-9/30/2022,		
3.	7460.01-002-0001 Quarter 5 10/1/22 – 12/31/22	***DIRECT SERVICES*** ***Deliver Mobile Crisis Response Services*** **Other Direct Services** ***FTEs ($139,197.06)*** - Ongoing salary for (Mental Health Assistant II) - Ongoing salary for (Mental Health Assistant III) - Ongoing salary for (66.7%) (Licensed Clinician) - Ongoing salary for (Public Health Nurse Manager) - Ongoing salary for (90%) (Social Work Supervisor II) - Ongoing salary for (10%) (Deputy Director Behavioral Health) - Ongoing salary for (10%) (Deputy Director Public Health) - Ongoing salary for (2%) (QA Admin. Analyst) - Ongoing salary for (5%) (Staff Analyst) - Ongoing salary for (3%) (Sr. Admin. Analyst) - Ongoing salary for (5%) (Admin. Analyst) - Ongoing salary for (5%) (Account Technician) **Supplies ($10,802.94)** - Facility & Operating expense 10/1/2022-12/31/2022.	$150,000.00	12/31/22

4.	7460.01-002-0001 Quarter 6 1/1/23 – 2/14/23 (Partial Quarter)	***DIRECT SERVICES*** ***Deliver Mobile Crisis Response Services*** **Other Direct Services** ***FTEs ($69,598.53)*** - Ongoing salary (Mental Health Assistant II) - Ongoing salary (Mental Health Assistant III) - Ongoing salary (66.7%) (Licensed Clinician) - Ongoing salary (Public Health Nurse Manager) - Ongoing salary (90%) (Social Work Supervisor II) - Ongoing salary (10%) (Deputy Director Behavioral Health) - Ongoing salary (10%) (Deputy Director Public Health) - Ongoing salary (2%) (QA Admin. Analyst) - Ongoing salary (5%) (Staff Analyst) - Ongoing salary (3%) (Sr. Admin. Analyst) - Ongoing salary (5%) (Admin. Analyst) - Ongoing salary (5%) (Account Technician) **Supplies ($5,401.47)** - Facility & Operating expense 1/1/2022-2/14/2023.	$75,000.00	2/14/23
		Total Year 2 Additional CRRSAA Funds	**$375,000.00**	
		CONTRACT MODIFICATION TOTAL:	**$500,000.00**	
		CONTRACT TOTAL:	**$1,000,000.00**	

ATTACHMENT E
PAYMENT SCHEDULE
SUBCONTRACTOR FUNDING/BUDGET
COUNTY OF MARIPOSA

Quarter #/Date Range	Invoice Description	Amount of Invoice
Quarter 3: **04/15/22 – 6/30/22**	Progress Report detailing progress made towards Deliverable 1	$125,000.00
Quarter 4: **07/01/22 – 9/30/22**	Progress Report detailing progress made towards Deliverable 2	$150,000.00
Quarter 5: **10/01/22 – 12/31/22**	Progress Report detailing progress made towards Deliverable 3	$150,000.00
Quarter 6: **1/1/23 – 2/14/23**	Progress Report detailing progress made towards Deliverable 4	$75,000.00
Total Deliverables and Other Directs		**$500,000.00**

EXHIBIT 1
Business Associate Agreement ("BAA") Addendum

1. This Agreement has been determined to constitute a business associate relationship under the Health Insurance Portability and Accountability Act (HIPAA) and its implementing privacy and security regulations at 45 Code of Federal Regulations, Parts 160 and 164 (collectively, and as used in this Agreement).

2. The term "Agreement" as used in this document refers to and includes both this BAA Addendum and the contract to which this BAA is attached as an addendum/exhibit, if any.

3. For purposes of this Agreement, the term "Business Associate" shall have the same meaning as set forth in 45 CFR section 160.103.

4. **Subcontractor, the Covered Entity**, understands that **Business Associate (ADVOCATES FOR HUMAN POTENTIAL, "AHP")** may create, receive, maintain, transmit to the California Department of Health Care Services (DHCS) or aggregate certain information pursuant to the terms of this Agreement, some of which information may constitute Protected Health Information (PHI) and/or confidential information protected by federal and/or state laws.

4.1 As used in this Agreement and unless otherwise stated, the term "PHI" refers to and includes both "PHI" as defined at 45 CFR section 160.103 and Personal Information (PI) as defined in the Information Practices Act (IPA) at California Civil Code section 1798.3(a). PHI includes information in any form, including paper, oral, and electronic.

4.2 As used in this Agreement, the term "confidential information" refers to information not otherwise defined as PHI in Section 4.1 of this Agreement, but to which state and/or federal privacy and/or security protections apply.

5. Business Associate is acting on DHCS's behalf and provides services or arranges, performs, or assists in the performance of functions or activities on behalf of DHCS, and may create, receive, maintain, transmit, aggregate, use or disclose PHI (collectively, "use or disclose PHI") in order to fulfill Business Associate's obligations under this Agreement. Business Associate and Subcontractor are each a party to this Agreement and are collectively referred to as the "parties."

6. The terms used in this Agreement, but not otherwise defined, shall have the same meanings as those terms in HIPAA and/or the IPA. Any reference to statutory or regulatory language shall be to such language as in effect or as amended.

7. Permitted Uses and Disclosures of PHI by Business Associate. Except as otherwise indicated in this Agreement, Business Associate may use or disclose PHI, inclusive of de-identified data derived from such PHI, only to perform functions, activities or services specified in this Agreement on behalf of Covered Entity, provided that such use or disclosure would not violate HIPAA or other applicable laws if done by Business Associate.

7.1 Specific Use and Disclosure Provisions. Except as otherwise indicated in this Agreement, Business Associate may use and disclose PHI if necessary for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate. Business Associate may disclose PHI for this purpose if the disclosure is required by law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person. The person shall notify the Business Associate of any instances of which the person is aware that the confidentiality of the information has been breached, unless such person is a treatment provider not acting as

a business associate of Business Associate.

8. Compliance with Other Applicable Law.

8.1 To the extent that other state and/or federal laws provide additional, stricter and/or more protective (collectively, "more protective") privacy and/or security protections to PHI or other confidential information covered under this Agreement beyond those provided through HIPAA, Business Associate agrees:

8.1.1 To comply with the more protective of the privacy and security standards set forth in applicable state or federal laws to the extent such standards provide a greater degree of protection and security than HIPAA or are otherwise more favorable to the individuals whose information is concerned; and

8.1.2 To treat any violation of such additional and/or more protective standards as a breach or security incident, as appropriate, pursuant to Section 18 of this Agreement.

8.2 Examples of laws that provide additional and/or stricter privacy protections to certain types of PHI and/or confidential information, as defined in Section 4. of this Agreement, include but are not limited to the Information Practices Act, California Civil Code sections 1798-1798.78, Confidentiality of Substance Use Disorder Patient Records, 42 CFR Part 2, Welfare and Institutions Code section 5328, and California Health and Safety Code section 11845.5.

8.3 If Business Associate is a Qualified Service Organization (QSO) as defined in 42 CFR section 2.11, Business Associate agrees to be bound by and comply with subdivisions (2)(i) and (2)(ii) under the definition of QSO in 42 CFR section 2.11.

9. Additional Responsibilities of Business Associate.

9.1 Nondisclosure. Business Associate shall not use or disclose PHI or other confidential information other than as permitted or required by this Agreement or as required by law.

9.2 Safeguards and Security.

9.2.1 Business Associate shall use safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of PHI and other confidential data and comply, where applicable, with subpart C of 45 CFR Part 164 with respect to electronic PHI, to prevent use or disclosure of the information other than as provided for by this Agreement. Such safeguards shall be based on applicable Federal Information Processing Standards (FIPS) Publication 199 protection levels.

9.2.2 Business Associate shall, at a minimum, utilize an industry-recognized security framework when selecting and implementing its security controls, and shall maintain continuous compliance with its selected framework as it may be updated from time to time. Examples of industry-recognized security frameworks include but are not limited to:

9.2.2.1 NIST SP 800-53 - National Institute of Standards and Technology Special Publication 800-53

9.2.2.2 FedRAMP - Federal Risk and Authorization Management Program

9.2.2.3 PCI - PCI Security Standards Council

9.2.2.4 ISO/ESC 27002 - International Organization for Standardization/International Electrotechnical Commission standard 27002

9.2.2.5 IRS PUB 1075 - Internal Revenue Service Publication 1075

9.2.2.6 HITRUST CSF - HITRUST Common Security Framework

9.2.3 Business Associate shall employ FIPS 140-2 compliant encryption of PHI at rest and in motion unless Business Associate determines it is not reasonable and appropriate to do so based upon a risk assessment, and equivalent alternative measures are in place and documented as such. In addition, Business Associate shall maintain, at a minimum, the most current industry standards for transmission and storage of PHI and other confidential information.

9.2.4 Business Associate shall apply security patches and upgrades, and keep virus software up to date, on all systems on which PHI and other confidential information may be used.

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

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

11. Access to PHI. Business Associate shall make PHI available in accordance with 45 CFR section 164.524.

12. Amendment of PHI. Business Associate shall make PHI available for amendment and incorporate any amendments to PHI in accordance with 45 CFR section 164.526.

13. Accounting for Disclosures. Business Associate shall make available the information required to provide an accounting of disclosures in accordance with 45 CFR section 164.528.

14. Compliance with DHCS Obligations. To the extent Business Associate is to carry out an obligation under 45 CFR Part 164, Subpart E, Business Associate shall comply with the requirements of the subpart that apply in the performance of such obligation.

15. Access to Practices, Books and Records. Business Associate shall make its internal practices, books, and records relating to the use and disclosure of PHI on behalf of Covered Entity available to Covered Entity upon reasonable request, and to the federal Secretary of Health and Human Services for purposes of determining compliance with 45 CFR Part 164, Subpart E.

16. Return or Destroy PHI on Termination; Survival. At termination of this Agreement, if feasible, Business Associate shall return or destroy all PHI and other confidential information received from, or created or received by Business Associate on behalf of, Covered Entity that Business Associate still maintains in any form and retain no copies of such information. If return or destruction is not feasible, Business Associate shall notify Covered Entity of the conditions that make the return or destruction infeasible and Business Associate and Covered Entity shall determine the terms and conditions under which Business Associate may retain the PHI. If such return or destruction is not feasible, Business Associate shall extend the protections of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

17. Special Provision for SSA Data. If Business Associate receives data from or on behalf of Covered Entity that was verified by or provided by the Social Security Administration (SSA data) and is

subject to an agreement between Covered Entity, Business Associate shall provide, upon request by Covered Entity, a list of all employees and agents who have access to such data.

18. Breaches and Security Incidents. Business Associate shall implement reasonable systems for the discovery and prompt reporting of any breach or security incident, and take the following steps:

18.1 Notice to Covered Entity.

18.1.1 Business Associate shall notify Covered Entity immediately upon the discovery of a suspected breach or security incident that involves SSA data. This notification will be provided by email upon discovery of the breach. If Business Associate is unable to provide notification by email, then Business Associate shall provide notice by telephone to Covered Entity.

18.1.2 Business Associate shall notify Covered Entity within 24 hours by email (or by telephone if Business Associate is unable to email Covered Entity) of the discovery of the following, unless attributable to a treatment provider that is not acting as a business associate of Business Associate:

18.1.2.1 Unsecured PHI if the PHI is reasonably believed to have been accessed or acquired by an unauthorized person;

18.1.2.2 Any suspected security incident that risks unauthorized access to PHI and/or other confidential information;

18.1.2.3 Any intrusion or unauthorized access, use or disclosure of PHI in violation of this Agreement; or

18.1.2.4 Potential loss of confidential information affecting this Agreement.

Upon discovery of a breach or suspected security incident, intrusion or unauthorized access, use or disclosure of PHI, Business Associate shall take:

18.1.3 Prompt action to mitigate any risks or damages involved with the security incident or breach; and

18.1.4 Any action pertaining to such unauthorized disclosure required by applicable federal and state law.

18.2 Investigation. Business Associate shall immediately investigate such security incident or confidential breach.

18.3 Complete Report. Business Associate shall provide a complete report of the investigation to Covered Entity contacts within ten (10) working days of the discovery of the security incident or breach. This “Final PIR” must include any applicable additional information not included in the Initial Form. The Final PIR Form shall include an assessment of all known factors relevant to a determination of whether a breach occurred under HIPAA and other applicable federal and state laws. The report shall also include a full, detailed corrective action plan, including its implementation date and information on mitigation measures taken to halt and/or contain the improper use or disclosure. If Covered Entity requests information in addition to that requested through the PIR form, Business Associate shall make reasonable efforts to provide Covered Entity with such information. A “Supplemental PIR” may be used to submit revised or additional information after the Final PIR is submitted. Covered Entity will review and approve or disapprove Business Associate’s determination of whether a breach occurred, whether

the security incident or breach is reportable to the appropriate entities, if individual notifications are required, and Business Associate's corrective action plan.

18.3.1 If Business Associate does not complete a Final PIR within the ten (10) working day timeframe, Business Associate shall request approval from Covered Entity within the ten (10) working day timeframe of a new submission timeframe for the Final PIR.

18.4 Notification of Individuals. If the cause of a breach is attributable to Business Associate or its agents, other than when attributable to a treatment provider that is not acting as a business associate of Business Associate, Business Associate shall notify individuals accordingly and shall pay all costs of such notifications, as well as all costs associated with the breach. The notifications shall comply with applicable federal and state law. DHCS shall approve the time, manner and content of any such notifications, and DHCS's review and approval must be obtained before the notifications are made.

18.5 Responsibility for Reporting of Breaches to Entities Other than Covered Entity. If the cause of a breach of PHI is attributable to Business Associate or its agents, other than when attributable to a treatment provider that is not acting as a business associate of Business Associate, Business Associate is responsible for all required reporting of the breach as required by applicable federal and state law.

19. Responsibility of Covered Entity. Covered Entity agrees to not request the Business Associate to use or disclose PHI in any manner that would not be permissible under HIPAA and/or other applicable federal and/or state law.

20. Audits, Inspection and Enforcement.

20.1 If Business Associate is the subject of an audit, compliance review, investigation or any proceeding that is related to the performance of its obligations pursuant to this Agreement or is the subject of any judicial or administrative proceeding alleging a violation of HIPAA, Business Associate shall promptly notify Covered Entity unless it is legally prohibited from doing so.

21. Termination.

21.1 Termination for Cause. Upon Covered Entity's knowledge of a violation of this Agreement by Business Associate, Covered Entity may in its discretion:

21.1.1 Provide an opportunity for Business Associate to cure the violation and terminate this Agreement if Business Associate does not do so within the time specified by Covered Entity; or

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

21.2 Judicial or Administrative Proceedings. Covered Entity may terminate this Agreement if Business Associate is found to have violated HIPAA, or stipulates or consents to any such conclusion, in any judicial or administrative proceeding.

22. Miscellaneous Provisions.

22.1 Disclaimer. Covered Entity makes no warranty or representation that compliance by Business Associate with this Agreement will satisfy Business Associate's business needs or compliance obligations. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI and other confidential information.

22.2 Amendment.

22.2.1 Any provision of this Agreement that is in conflict with current or future applicable federal or state laws is hereby amended to conform to the provisions of those laws. Such amendment of this Agreement shall be effective on the effective date of the laws necessitating it and shall be binding on the parties even though such amendment may not have been reduced to writing and formally agreed upon and executed by the parties.

22.2.2 Failure by Business Associate to take necessary actions required by amendments to this Agreement under Section 22.2.1 shall constitute a material violation of this Agreement.

22.3 Assistance in Litigation or Administrative Proceedings. Business Associate shall make itself and its employees and agents available to Covered Entity at no cost to Covered Entity to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against Covered Entity, its directors, officers and/or employees based upon claimed violation of HIPAA that involves inactions or actions by the Business Associate.

22.4 No Third-Party Beneficiaries. Nothing in this Agreement is intended to or shall confer upon any third person any rights or remedies whatsoever.

22.5 Interpretation. The terms and conditions in this Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA and other applicable laws.

22.6 No Waiver of Obligations. No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-438

MEETING: August 8, 2023

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works and Transportation

RE: Declare the Labor Day Parade a County Sponsored Event

RECOMMENDATION AND JUSTIFICATION

Declare the Labor Day Parade a County Sponsored Event

Provide a County Insurance Certificate to Caltrans; and Approve the Application for a Cal Trans Encroachment Permit in Support of Closing Highway 140 from 11:00 AM to 12:30 PM, Between Highway 49 North and Highway 49 South, on Saturday, September 2, 2023; and Authorize the Board of Supervisors Chair to Sign the Letter Documenting the Board's Support and Approval.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board has traditionally supported the actions requested with regard to the annual Labor Day Parade Event.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve, the annual parade will be cancelled.

FINANCIAL IMPACT

None

ATTACHMENTS

1. **Encroachment Permit**
2. **Letter from Lions Club**
3. **Letter from CHP to BOS**
4. **Map**

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District IV Supervisor Wayne Forsythe
SECONDER:	District III Supervisor Danette Toso
AYES:	District II Supervisor Poe, District I Supervisor Smallcombe, District IV Supervisor Forsythe, District V Supervisor Menetrey, District III Supervisor Toso
ABSTAIN:	None

COUNTY OF MARIPOSA
APPLICATION FOR ENCROACHMENT PERMIT

TO: PUBLIC WORKS DEPARTMENT
4639 BEN HUR ROAD
MARIPOSA, CA 95338

DATE: May 25, 2023 Building Permit #: _____

APPLICANT: Mariposa Lions Club

THE UNDERSIGNED HEREBY APPLIES FOR PERMISSION TO EXCAVATE, CONSTRUCT AND/OR OTHERWISE ENCROACH ON A COUNTY RIGHT-OF-WAY ON (ADDRESS) NA AND AGREES TO DO THE WORK IN ACCORDANCE WITH COUNTY RULES AND REGULATIONS AND SUBJECT TO COUNTY INSPECTION AND APPROVAL, BY PERFORMING THE FOLLOWING WORK (PLEASE COMPLETE ALL THAT APPLY):

1. ☐ DRIVEWAY
   ☐ ROAD CROSSING
   (WATER PIPE, CULVERT, ETC. EXPLAIN BELOW)
   ☑ SPECIAL EVENT (EXPLAIN BELOW)
   DATE OF EVENT 9/2/2023
   ☐ OTHER (EXPLAIN BELOW)

   Annual Labor Day Pay Parade down Hwy 140 Beginning at 10:00am. All streets will be close and monitored by Lion's club members.

2. DRIVING INSTRUCTIONS FROM A KNOWN LANDMARK TO LOCATION OF ENCROACHMENT, I.E., INTERSECTION OF COUNTY ROADS, STATE HIGHWAYS OR TOWN, ETC.

   Starting at Cloakly Circle and ending at the Hwy 140/49 junction.

3. ATTACH MAP SHOWING LOCATION AND SKETCHES SHOWING WHAT IS TO BE DONE. SHOW LOCATION OF THE STAKE MARKING PROPOSED ENCROACHMENT OR WORK TO BE DONE.

4. ASSESSOR'S PARCEL NUMBER: NA

5. ADDRESS OF PARCEL: NA

APPLICANT IS REQUESTED TO STAKE THE ENCROACHMENT LOCATION WITH THE **PINK CARD** PROVIDED.
NO PERMIT WILL BE ISSUED UNTIL POSTING HAS BEEN COMPLETED AND APPROPRIATE FEES HAVE BEEN COLLECTED.
WORK WILL NOT BE STARTED UNTIL AN ENCROACHMENT PERMIT HAS BEEN ISSUED BY THE DEPARTMENT OF PUBLIC WORKS.

PERMIT NO.: _____

OWNERS NAME: _____

DATE ISSUED: _____

PRINTED NAME OF APPLICANT: Mariposa Lion's Club

PHONE NUMBER: _____

SIGNATURE OF APPLICANT: _____

MAILING ADDRESS: PO Box 801

Mariposa, CA 95338

Mariposa Lions Club
P.O. Box 801
Mariposa, CA 95338

"We Served"

May 25, 2023

Mariposa Board of Supervisors
PO Box 784
Mariposa, CA 95338

Re: Annual Labor Day Fair Parade

Dear Board of Supervisors,

This year the annual Labor Day parade is on Saturday, September 2, 2023. Each year the Mariposa lions Club asks the Board of Supervisors to declare the parade a County sponsored event and requests an issuance of an insurance certificate.

The Mariposa Lions Club is again asking the Board of Supervisors to declare the event a County sponsored event.

If you have any additional questions, please kmwutah@gmail.com or 209-628-2561

Thank you,
Keith Williams
Mariposa Lions Club

State of California -- Transportation Agency GAVIN NEWSOM, Governor

DEPARTMENT OF CALIFORNIA HIGHWAY PATROL
Mariposa CHP Area
5264 Highway 49 North
Mariposa, CA 95338
(209)966-3656
(800) 735-2929 (TT/TDD)
(800) 735-2922 (Voice)

June 6, 2023

File No.:455.15326.A16737.LaborDayParade

Mariposa County Board of Supervisors
P.O. Box 276
Mariposa, CA 95338

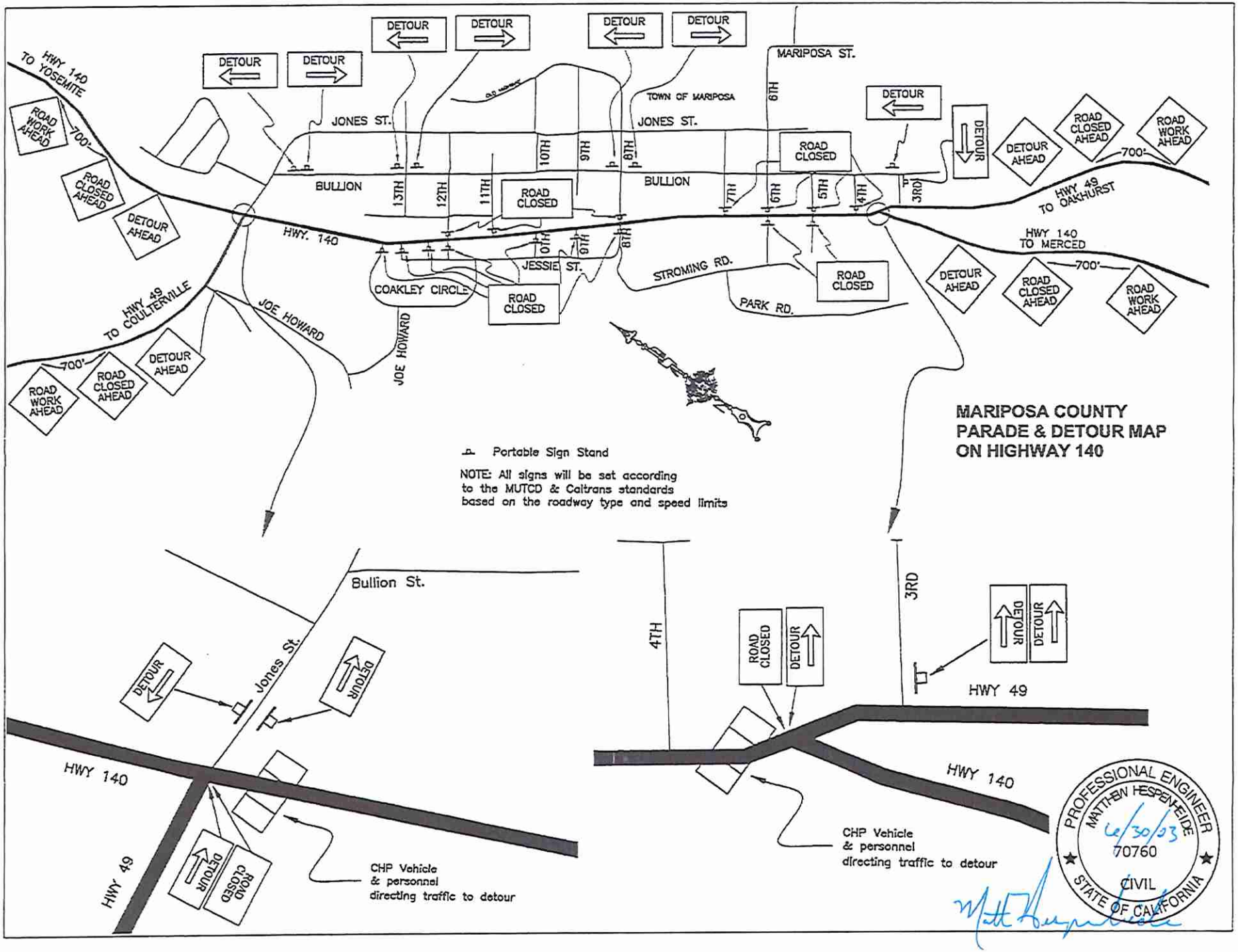
Dear Board Members:

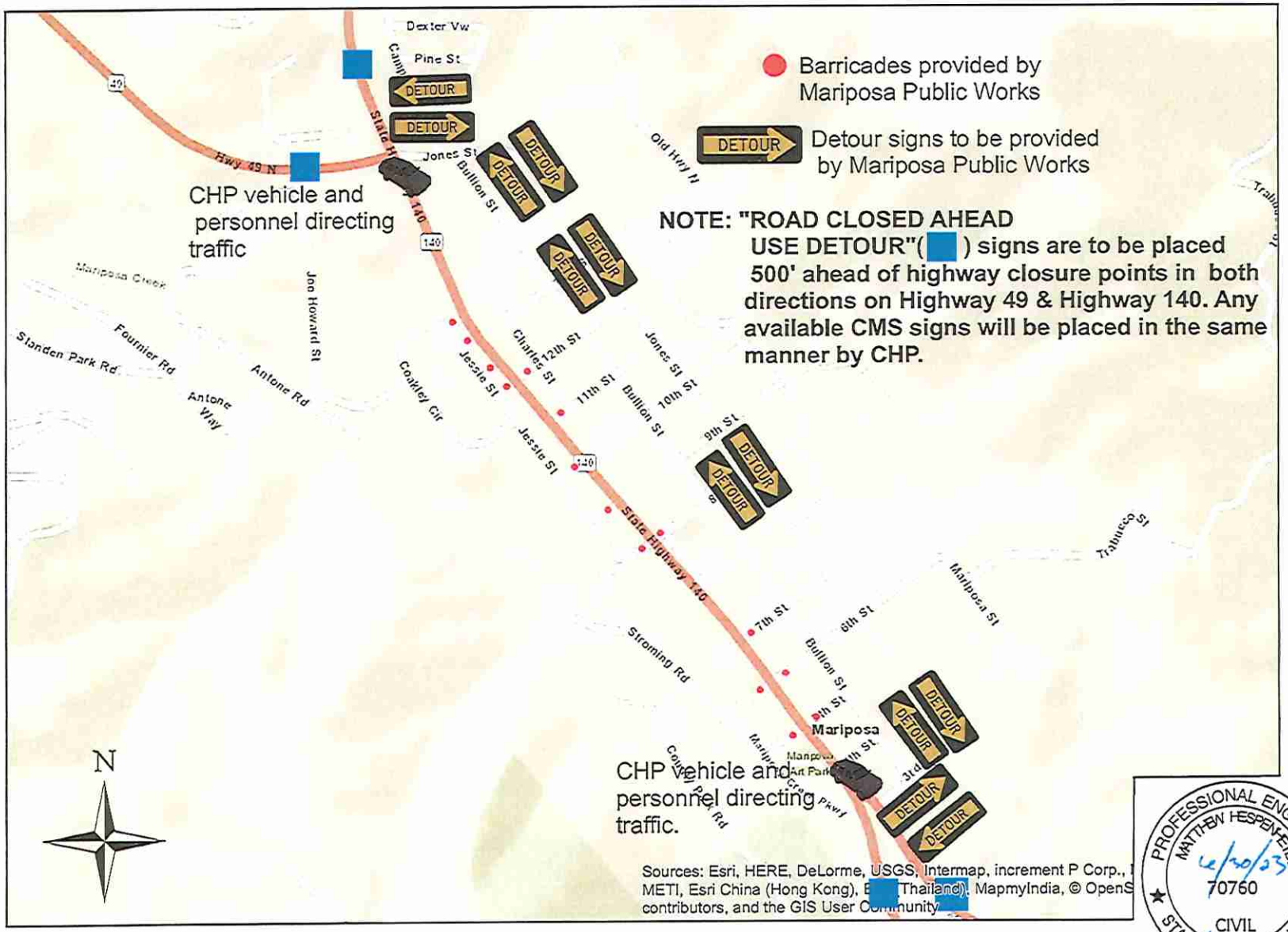
The Mariposa office of the California Highway Patrol has received and reviewed an application from the Labor Day Parade. This event is scheduled for September 2, 2023. We ask that while the event is being held, the responsible individual(s) requesting approval, ensure adequate parking areas are available to both event personnel and attendees to prevent any vehicles from parking or interfering with traffic on SR 140 or SR 49. In the event more vehicles arrive than anticipated, the responsible individual(s) are asked to immediately notify the CHP at (209) 356-2900.

We appreciate you allowing us the opportunity to respond to the potential concerns we foresee. In the event there is any problem obtaining the Cal Trans encroachment permit please contact us. If there is any additional assistance which can be provided by the California Highway Patrol, please contact Sergeant Steven Lewis at (209) 966-3656.

Sincerely,

G. PERSOL II, Lieutenant
Commander
Mariposa Area


HWY 140 TO YOSEMITE
ROAD WORK AHEAD
700'
ROAD CLOSED AHEAD
DETOUR AHEAD
HWY 49 TO COULTERVILLE
DETOUR
JONES ST.
BULLION
HWY. 140
TOWN OF MARIPOSA
MARIPOSA ST.
ROAD CLOSED
JESSIE ST.
COAKLEY CIRCLE
JOE HOWARD
STROMING RD.
PARK RD.
HWY 49 TO OAKHURST
HWY 140 TO MERCED
13TH
12TH
11TH
10TH
9TH
8TH
7TH
6TH
5TH
4TH
3RD
MARIPOSA COUNTY
PARADE & DETOUR MAP
ON HIGHWAY 140
Portable Sign Stand
NOTE: All signs will be set according to the MUTCD & Caltrans standards based on the roadway type and speed limits
Bullion St.
Jones St.
HWY 140
HWY 49
ROAD CLOSED
CHP Vehicle & personnel directing traffic to detour
4TH
3RD
HWY 49
HWY 140
CHP Vehicle & personnel directing traffic to detour
PROFESSIONAL ENGINEER
MATTHEW HESPENHEIDE
6/30/23
70760
CIVIL
STATE OF CALIFORNIA



PROFESSIONAL ENGINEER
MATTHEW HESPENHEIDE
4/30/23
70760
CIVIL
STATE OF CALIFORNIA

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-439

MEETING: August 8, 2023

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works and Transportation

RE: Approve Second Amendment with Moore Twining Associates to Extend the Term of the Agreement to June 30, 2024; and Authorize the Board of Supervisors Chair to Sign the Amendment

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RECOMMENDATION AND JUSTIFICATION

Approve Second Amendment with Moore Twining Associates to Extend the Term of the Agreement to June 30, 2024; and Authorize the Board of Supervisors Chair to Sign the Amendment.

The original contract amount with Moore Twining Associates was approved for $135,000. At the end of FY 22/23 there remained a balance of approximately $50,000.

BACKGROUND AND HISTORY OF BOARD ACTIONS

On August 16, 2022, Resolution 2022-473 The Board approved a First Amendment for extension to June 30, 2023.

On June 22, 2021, Resolution 2021-371, the Board approved an agreement with Moore Twining to provide chemical analysis services in support of the Divisions of Utilities and Facilities. These annual water and waste chemical analysis requirements are mandated by the State in operation and maintenance of our water and wastewater utility systems, as well as water quality monitoring requirements during road and bridge construction projects.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve, there will be a delay in processing invoices for payment

FINANCIAL IMPACT

None

ATTACHMENTS

1. **Moore Twining-2nd Amend 21-048**
2. **Moore Twining - First Amendment-various 21-048**
3. **Moore Twining 21-048 Various complete**
4. **Moore Twining Ins.**

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District IV Supervisor Wayne Forsythe
SECONDER:	District III Supervisor Danette Toso
AYES:	District II Supervisor Poe, District I Supervisor Smallcombe, District IV Supervisor Forsythe, District V Supervisor Menetrey, District III Supervisor Toso
ABSTAIN:	None

SECOND AMENDMENT TO AGREEMENT FOR CHEMICAL ANALYSIS AT VARIOUS COUNTY FACILITIES

THIS SECOND AMENDMENT TO AGREEMENT FOR CHEMICAL ANALYSIS AT VARIOUS COUNTY FACILITIES, is made and entered into this _____ day of _____20__, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as **"County,"** and Moore Twining Associates, hereinafter referred to as **"Contractor."**

WHEREAS, County and **Contractor** have heretofore entered into an Agreement dated June 22, 2021, wherein **Contractor** agreed to provide chemical analysis services; and

WHEREAS, County and **Contractor** have heretofore entered into a First Amendment to Agreement dated August 16, 2022, wherein **Contractor** agreed to extend the term of the Agreement to June 30, 2023; and

WHEREAS, County and **Contractor** desire to further amend said Agreement to extend the term of the Agreement;

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

1. Paragraph 1, "TERM," is hereby amended to extend the term of the Agreement to June 30, 2024.

Except as herein amended, the Agreement dated June 22, 2021, together with the First Amendment dated August 16, 2022, shall remain in full force and effect.

The Agreement, as hereby amended, is ratified and continued. All provisions, terms, covenants, conditions and promises contained in the Agreement not amended herein shall remain in full force and effect. This Amendment is effective retroactive to June 30, 2023. The parties shall treat the Agreement as if it had been in full force and effect continuously since June 30, 2023, without there having been any interruption of the Agreement whatsoever.

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

COUNTY OF MARIPOSA

Miles Menetrey, Chair
Board of Supervisors

CONTRACTOR

Harry Moore
Moore Twining Associates

COUNTERSIGNED:
(Government Code §25103)

Danielle Bondshu
Clerk of the Board

APPROVED AS TO FORM:

Steven W. Dahlem
County Counsel

MARIPOSA COUNTY

Public Works · 209-966-2498

RESOLUTION - ACTION REQUESTED 2022-473

MEETING: August 16, 2022

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works & Transportation

RE: Approve First Amendment to Moore Twining Associates Agreement

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RECOMMENDATION AND JUSTIFICATION:
Approve First Amendment to Agreement with Moore Twining Associates to Extend the Term of the Agreement to June 30, 2023; and Authorize the Board of Supervisors Chair to Sign the Amendment.

The original contract amount with Moore Twining Associates was approved for $135,000. At the end of FY 21/22 there remained a balance of approximately $90,000.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
On June 22, 2021, Resolution 2021-371 the Board approved an agreement with Moore Twining. The Public Works Department contracts with Moore Twinning Associates to provide chemical analysis services in support of the Divisions of Utilities and Facilities. These annual water and waste chemical analysis requirements are mandated by the State in the operation and maintenance of our water and wastewater utility systems as well as water quality monitoring requirements during road and bridge construction projects.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
A negative action would further delay the processing and payment of currently received invoicing from Moore Twinning Associates.

FINANCIAL IMPACT:
No impact to GF

ATTACHMENTS:
Moore Twining 1st amd LH (DOCX)
Moore Twining 21-048 Agreement (PDF)

REF ID# 13212

MR

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

FIRST AMENDMENT TO AGREEMENT FOR CHEMICAL ANALYSIS AT VARIOUS COUNTY FACILITIES

THIS FIRST AMENDMENT TO AGREEMENT FOR CHEMICAL ANALYSIS AT VARIOUS COUNTY FACILITIES, is made and entered into this 16th day of August, 2022, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as **"County,"** and Moore Twining Associates, hereinafter referred to as **"Contractor."**

WHEREAS, County and **Contractor** have heretofore entered into an Agreement dated June 22, 2021, wherein **Contractor** agreed to provide chemical analysis services; and

WHEREAS, County and **Contractor** desire to amend said Agreement to extend the term of the Agreement;

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

1. Paragraph 1, "TERM," is hereby amended to extend the term of the Agreement to June 30, 2023.

Except as herein amended, the Agreement dated June 22, 2021 shall remain in full force and effect.

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

COUNTY OF MARIPOSA

7ADC50F5E94
Rosemarie Smallcombe
ZorroSign

Rosemarie Smallcombe, Chair
Board of Supervisors

CONTRACTOR

7ADC50F5CA8
Harry Moore
ZorroSign

Moore Twining Associates

COUNTERSIGNED:
(Government Code §25103)

7ADC50F5C91
Harry Moore
ZorroSign

Danielle Bondshu
Clerk of the Board

APPROVED AS TO FORM:

7ADC50F5C89
Steven W. Dahlem
ZorroSign

Steven W. Dahlem
County Counsel

MARIPOSA COUNTY

Public Works · 209 966 5356

RESOLUTION - ACTION REQUESTED 2021-371

MEETING: June 22, 2021

TO: The Board of Supervisors

FROM: Mike Healy, Public Works Director

RE: Approve an Agreement with Moore Twining Laboratories

RECOMMENDATION AND JUSTIFICATION:
Approve an Agreement with Moore Twining Laboratories Inc. in an Amount Not To Exceed $135,000 to Provide State Certified Lab Chemical Analysis for Various Utilities and Facilities Throughout the County; and Authorize the Board of Supervisors Chair to Sign the Agreement.

Public Works maintains numerous Water and Wastewater systems for Special Districts as well as several County facilities. The County is required by the State to take periodic water and wastewater samples and have them tested by a State Certified Laboratory for bacterial, mineral, and chemical content.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
Public Works has entered in prior agreements and has been extremely satisfied with the work and service produced by Moore Twining Laboratories. This lab service is also used by the Roads Division for soils analysis as well as to satisfy State Reporting Requirements at the County Landfill and Recycling Center.

This vendor has performed these services successfully for the County for roughly a decade.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve the agreement and Public Works will have to conduct an extensive search for another certified professional service provider willing to provide the same level of service and reliability at unknown quality or cost, potentially putting County systems out of compliance with State Regulatory requirements.

FINANCIAL IMPACT:
Funding for the cost of this Agreement is budgeted in several budgets that are managed by the Public Works Department in the Requested/Recommended Fiscal Year 2019-20 Budget.

ATTACHMENTS:
Moore Twining 21-048 Various.doc (PDF)

REF ID# 11893

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

21-047

AGREEMENT FOR CHEMICAL ANALYSIS AT VARIOUS COUNTY FACILITIES

THIS AGREEMENT ("Agreement") is made and entered into this 22nd day of June, 2021, by and between the County of Mariposa, a political subdivision of the State of California, ("County"), and Moore Twining Associates ("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 chemical analysis at various county facilities 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 $135,000. 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.

4. 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:
Moore Twining Associates
2527 Fresno St.
Fresno, CA 93721
559.268.7021

COUNTY:
Public Works
4639 Ben Hur Rd.
Mariposa, CA 95338
209.966.5356

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 Thirty (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

Marshall Long
zorrosign 518759A5BAF

Marshall Long, Chair
Board of Supervisors

CONTRACTOR

Derek Ramirez
zorrosign 518759A5BD7

Moore Twining Associates

COUNTERSIGNED:
(Government Code §25103)

René LaRoche
zorrosign 518759A5BCD

Rene LaRoche
Clerk of the Board

APPROVED AS TO FORM:

Steven W. Dahlem
zorrosign 518759A5B9B

Steven W. Dahlem
County Counsel

EXHIBIT "A"

MOORE TWINING ASSOCIATES, INC.

California ELAP Certificate #1371

2527 Fresno Street
Fresno, CA 93721
(559) 268-7021 Phone
(559) 268-0740 Fax

Analytical Services Quotation

Darryl Nielsen
Mariposa County
Analytical Services 2021 to 2022

Printed: 05/19/21
Effective: 07/01/21
Expires: 06/30/22

Group Analysis Details

Cation/Anion Balance Group (Diss) consists of:

Alkalinity by SM2320B	Calcium Dissolved EPA 200.7	Cation/Anion Balance	Chloride by EPA 300.0
EC by SM2510B	Magnesium Dissolved EPA 200.7	Nitrate as N by EPA 300.0	pH - Water
Potassium Dissolved EPA 200.7	Sodium Dissolved EPA 200.7	Sulfate by EPA 300.0	

Fecal Coliform in Soil consists of:

Soil - Fecal Coliform	Moisture

Title 22 consists of:

Dioxin (DW) by 1613 (Sub)	504.1 DBCP, EDB	505	515.3 (Sub)
1,2,3-TCP by SRL-524M	524.2	525.2	531.2 Title 22 (Sub)
547 Title 22 (Sub)	548.1 Title 22 (Sub)	Alkalinity by SM2320B	Aluminum Total EPA 200.7
Antimony Total EPA 200.8	Arsenic Total EPA 200.8	Asbestos (DW) by EPA 100.2 (Sub)	Barium Total EPA 200.7
Beryllium Total EPA 200.7	Cadmium Total EPA 200.7	Calcium Total EPA 200.7	Chloride by EPA 300.0
Chromium Total EPA 200.7	Color (Apparent) by SM 2120B	Copper Total EPA 200.7	Cyanide by SM 4500CN-E
549.2 - Diquat (Sub)	EC by SM2510B	Fluoride by EPA 300.0	Gross Alpha (DW) (Sub)
Iron Total EPA 200.7	Langelier Index (Calc)	Lead Total EPA 200.8	Magnesium Total EPA 200.7
Manganese Total EPA 200.7	Mercury Total EPA 200.8	MBAS by SM 5540C	Nickel Total EPA 200.7
Nitrate as N by EPA 300.0	Nitrite-N by EPA 300.0	Odor by SM 2150B	Perchlorate by EPA 314.0 (Sub)
pH - Water	Potassium Total EPA 200.7	Selenium Total EPA 200.8	Silver Total EPA 200.7
Sodium Total EPA 200.7	Sulfate by EPA 300.0	Thallium Total EPA 200.8	PA
TDS	Turbidity by EPA 180.1	Zinc Total EPA 200.7	

GM - Totals consists of:

Alkalinity by SM2320B	Calcium Total EPA 200.7	Chloride by EPA 300.0	Copper Total EPA 200.7
EC by SM2510B	Iron Total EPA 200.7	Langelier Index (Calc)	Magnesium Total EPA 200.7
Manganese Total EPA 200.7	MBAS by SM 5540C	pH - Water	Potassium Total EPA 200.7
Sodium Total EPA 200.7	Sulfate by EPA 300.0	TDS	Zinc Total EPA 200.7

GM - Mariposa County consists of:

Alkalinity by SM2320B	Calcium Total EPA 200.7	Cation/Anion Balance	Chloride by EPA 300.0
Copper Total EPA 200.7	EC by SM2510B	Iron Total EPA 200.7	Langelier Index (Calc)
Magnesium Total EPA 200.7	Manganese Total EPA 200.7	MBAS by SM 5540C	Nitrate as N by EPA 300.0
pH - Water	Potassium Total EPA 200.7	Sodium Total EPA 200.7	Sulfate by EPA 300.0
TDS	Zinc Total EPA 200.7		

General Physical Title 22 consists of:

Color (Apparent) by SM 2120B	Odor by SM 2150B	Turbidity by EPA 180.1

Inorganic Chemicals - Totals Title 22 consists of:

Aluminum Total EPA 200.8	Antimony Total EPA 200.8	Arsenic Total EPA 200.8	Barium Total EPA 200.8
Beryllium Total EPA 200.8	Cadmium Total EPA 200.8	Chromium Total EPA 200.8	Cyanide by SM 4500CN-E
Fluoride by EPA 300.0	Lead Total EPA 200.8	Mercury Total EPA 200.8	Nickel Total EPA 200.8
Nitrate as N by EPA 300.0	Nitrite-N by EPA 300.0	Perchlorate by EPA 314.0 (Sub)	Selenium Total EPA 200.8
Silver Total EPA 200.8	Thallium Total EPA 200.8		

Lead and Copper (DW) consists of:

Copper Total EPA 200.8	Lead Total EPA 200.8

Priority Pollutants - Twining consists of:

608	624	625	Antimony Total EPA 200.7
Arsenic Total EPA 200.8	Asbestos (WW) by EPA 100.2 (Sub)	Beryllium Total EPA 200.7	Cadmium Total EPA 200.7
Chromium, Hexavalent by 218.6 (Sub)	Chromium Total EPA 200.7	Copper Total EPA 200.7	Cyanide by SM 4500CN-E
Dioxin/Furans by 1613 (Sub)	Lead Total EPA 200.8	Mercury Total EPA 7470A	Nickel Total EPA 200.7
Selenium Total EPA 200.8	Silver Total EPA 200.7	Thallium Total EPA 200.8	Zinc Total EPA 200.7

MOORE TWINING ASSOCIATES, INC.

2527 Fresno Street
Fresno, CA 93721
(559) 268-7021 Phone
(559) 268-0740 Fax

California ELAP Certificate #1371

Analytical Services Quotation

Darryl Nielsen
Mariposa County
Analytical Services 2021 to 2022

Printed: 05/19/21
Effective: 07/01/21
Expires: 06/30/22

Secondary/GP consists of:

Alkalinity by SM2320B	Calcium Total EPA 200.7	Chloride by EPA 300.0	Color (Apparent) by SM 2120B
Copper Total EPA 200.7	EC by SM2510B	Iron Total EPA 200.7	Magnesium Total EPA 200.7
Manganese Total EPA 200.7	MBAS by SM 5540C	Odor by SM 2150B	pH - Water
Silver Total EPA 200.7	Sodium Total EPA 200.7	Sulfate by EPA 300.0	TDS
Turbidity by EPA 180.1	Zinc Total EPA 200.7		

Standard Minerals - Mariposa County consists of:

Alkalinity by SM2320B	Calcium Total EPA 200.7	Cation/Anion Balance	Chloride by EPA 300.0
EC by SM2510B	Iron Total EPA 200.7	Magnesium Total EPA 200.7	Manganese Total EPA 200.7
Nitrate as N by EPA 300.0	Potassium Total EPA 200.7	Sodium Total EPA 200.7	Sulfate by EPA 300.0
TDS			

Storm Water Analysis consists of:

EC by SM2510B	Oil & Grease 1664A	pH - Water	TSS

Total Nitrogen consists of:

Nitrate as N by EPA 300.0	Nitrite-N by EPA 300.0	TKN

Uranium Total EPA 200.8 consists of:

Uranium Total EPA 200.8 (Analysis Only)

All sample containers, coolers, blue ice, and Chain-of-Custody paperwork is included at no addtional charge.

Courier service is provided as a courtesy and without charge to the County on Mondays only. The courier will arrive no later than 2:00 pm and will be instructed to not wait more than 15 minutes for samples before leaving. If Monday is a Holiday, then another day can be worked out for pick up at no charge.

If an additional courier is needed during the week, then the MTA Project Manager and / or Sample Control Supervisor must be notified in writing at least 24 hours in advance to schedule the pick-up. A second weekly pick-up will not be automatic, but it can be scheduled in advance. A phone call to the courier to request a pick-up will not be acceptable. This additional courier pick-up will be charged at $65.00.

Due to additional preparation required for the analysis, the MTA Project Manager and / or Sample Control Supervisor must be notified in writing at least 24 hours in advance for the analysis of Fecal Coliform in Soil.

If a courier pick-up is scheduled and MTA arrives and there are no samples, then a $125 courier fee will be charged to cover driver and vehicle expenses.

Project Manager: Julio Morales - (559) 268-721 or juliom@mooretwining.com
Sample Control Supervisor: Greg Betts - (559) 268-7021 or gregb@mooretwining.com

EXHIBIT "B"

MOORE TWINING ASSOCIATES, INC.

California ELAP Certificate #1371

2527 Fresno Street
Fresno, CA 93721
(559) 268-7021 Phone
(559) 268-0740 Fax

Analytical Services Quotation

Darryl Nielsen
Mariposa County
Analytical Services 2021 to 2022

Printed: 05/19/21
Effective: 07/01/21
Expires: 06/30/22

Pricing Summary

Parameter	Method	TAT (days)	Unit Price
Water			
1,2,3-TCP by SRL-524M	SRL 524M	10	$78.50
524 - MT BE	EPA 524.2	10	$100.00
524 - Total Trihalomethanes (TTHM)	EPA 524.2	10	$100.00
524 - Volatile Organic Compounds	EPA 524.2	10	$105.00
525 - Semivolatile Organic Compounds	EPA 525.2	10	$157.50
525 - Semivolatile Organic Compounds - Short List	EPA 525.2	10	$157.50
549 - Diquat	EPA 549.2	10	$95.00
552 - HAA5	EPA 552.2	10	$145.00
624.1 - Volatile Organic Compounds	EPA 624.1	10	$105.00
8141 - Organophosphorus Pesticides (Sub)	EPA 8141A	10	$157.50
8151 - Chlorinated Herbicides	EPA 8151A	10	$105.00
8260 - Volatile Organic Compounds	EPA 8260B	10	$105.00
8270 - Semivolatile Organic Compounds	EPA 8270C	10	$210.00
Alkalinity	SM 2320 B	10	$32.00
Aluminum, Total	EPA 200.7	10	$13.00
Aluminum, Total	EPA 200.8	10	$14.00
Aluminum, Total	EPA 6010B	10	$16.00
Ammonia as Nitrogen (NH3-N)	EPA 350.1	10	$26.00
Antimony, Total	EPA 200.7	10	$13.00
Antimony, Total	EPA 200.8	10	$14.00
Antimony, Total	EPA 6010B	10	$16.00
Arsenic, Total	EPA 200.7	10	$13.00
Arsenic, Total	EPA 200.8	10	$14.00
Arsenic, Total	EPA 6010B	10	$16.00
Asbestos (Sub)	EPA 100.2	15	$175.00
Barium, Total	EPA 200.7	10	$13.00
Barium, Total	EPA 200.8	10	$14.00
Barium, Total	EPA 6010B	10	$16.00
Beryllium, Total	EPA 200.7	10	$13.00
Beryllium, Total	EPA 200.8	10	$14.00
Beryllium, Total	EPA 6010B	10	$16.00
Biochemical Oxygen Demand (BOD[5])	SM 5210 B	10	$36.50
Cadmium, Total	EPA 200.7	10	$13.00
Cadmium, Total	EPA 200.8	10	$14.00
Cadmium, Total	EPA 6010B	10	$16.00
Calcium, Total	EPA 200.7	10	$13.00
Calcium, Total	EPA 6010B	10	$16.00
Cation/Anion Balance (Group)	varies	10	$155.00
Chemical Oxygen Demand (COD)	SM 5220 D	10	$28.50
Chloride	EPA 300.0	10	$15.00
Chlorine Residual (Client Supplied)	-	10	$0.00
Chromium, Total	EPA 200.7	10	$13.00
Chromium, Total	EPA 200.8	10	$14.00
Chromium, Total	EPA 6010B	10	$16.00
Cobalt, Total	EPA 200.7	10	$13.00

MOORE TWINING ASSOCIATES, INC.

California ELAP Certificate #1371

2527 Fresno Street
Fresno, CA 93721
(559) 268-7021 Phone
(559) 268-0740 Fax

Analytical Services Quotation

Darryl Nielsen
Mariposa County
Analytical Services 2021 to 2022

Printed: 05/19/21
Effective: 07/01/21
Expires: 06/30/22

Pricing Summary

Parameter	Method	TAT (days)	Unit Price
Water			
Cobalt, Total	EPA 200.8	10	$14.00
Cobalt, Total	EPA 6010B	10	$16.00
Copper, Total	EPA 200.7	10	$13.00
Copper, Total	EPA 200.8	10	$14.00
Copper, Total	EPA 6010B	10	$16.00
Courier Service I (0-50 Miles)	-	10	$65.00
Cyanide	SM 4500-CN E	10	$26.00
Electrical Conductivity (EC)	SM 2510 B	10	$20.00
Enterrococcus	Enterolert	10	$78.50
Full Title 22	varies	10	$2,000.00
General Mineral	varies	10	$145.00
General Mineral - Mariposa County	varies	10	$145.00
General Physical	Varies	10	$35.00
Gross Alpha - DW (Sub)	EPA 900.0	30	$57.50
Gross Alpha - WW (Sub)	EPA 900.0	30	$105.00
Heterotrophic Plate Count (HPC)	SM 9215 B	10	$26.00
Inorganic Chemicals 22 CCR 64431A	varies	10	$190.00
Iron, Total	EPA 200.7	10	$13.00
Iron, Total	EPA 200.8	10	$14.00
Iron, Total	EPA 6010B	10	$16.00
Iron-Related Bacteria (IRB) - M121 (Sub)	M121	15	$200.00
Lead and Copper (DW)	Varies	10	$27.50
Lead, Total	EPA 200.7	10	$13.00
Lead, Total	EPA 200.8	10	$14.00
Lead, Total	EPA 6010B	10	$16.00
Magnesium, Total	EPA 200.7	10	$13.00
Magnesium, Total	EPA 6010B	10	$16.00
Manganese, Total	EPA 200.7	10	$13.00
Manganese, Total	EPA 200.8	10	$14.00
Manganese, Total	EPA 6010B	10	$16.00
Mercury, Total by CVA	EPA 7470A	10	$50.00
Molybdenum, Total	EPA 200.7	10	$13.00
Molybdenum, Total	EPA 200.8	10	$14.00
Molybdenum, Total	EPA 6010B	10	$16.00
Nickel, Total	EPA 200.7	10	$13.00
Nickel, Total	EPA 200.8	10	$14.00
Nickel, Total	EPA 6010B	10	$16.00
Nitrate as N	EPA 300.0	10	$15.00
Nitrite as N	EPA 300.0	10	$15.00
Odor	SM 2150 B	10	$15.00
Oil & Grease, Total (HEM)	EPA 1664A	10	$42.00
pH - Water	SM 4500-H B	10	$20.00
Phosphorus, Total (TKP)	EPA 365.4	10	$26.00
Potassium, Total	EPA 200.7	10	$13.00
Potassium, Total	EPA 6010B	10	$16.00

MOORE TWINING ASSOCIATES, INC.

California ELAP Certificate #1371

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(559) 268-7021 Phone
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Analytical Services Quotation

Darryl Nielsen
Mariposa County
Analytical Services 2021 to 2022

Printed: 05/19/21
Effective: 07/01/21
Expires: 06/30/22

Pricing Summary

Parameter	Method	TAT (days)	Unit Price
Water			
Priority Pollutants - 40 CFR 136	varies	10	$1,300.00
Radium 226 (Sub)	EPA 903.1	30	$125.00
Radium 228 (Sub)	EPA 904.0	30	$125.00
Sampling Services I (0-50 Miles)	-	10	$40.00
Sampling Services/Pick-up I (0-50 Miles)	-	10	$75.00
Secondary/GP	varies	10	$130.00
Selenium, Total	EPA 200.7	10	$13.00
Selenium, Total	EPA 200.8	10	$14.00
Selenium, Total	EPA 6010B	10	$16.00
Settleable Matter	SM 2540 F	10	$15.00
Silver, Total	EPA 200.7	10	$13.00
Silver, Total	EPA 200.8	10	$14.00
Silver, Total	EPA 6010B	10	$16.00
Sodium, Total	EPA 200.7	10	$13.00
Sodium, Total	EPA 6010B	10	$16.00
Standard Minerals - Mariposa County	varies	10	$145.00
Storm Water Analysis	varies	10	$125.00
Sulfate	EPA 300.0	10	$15.00
Sulfide	SM 4500-S= F	10	$33.00
Thallium, Total	EPA 200.7	10	$13.00
Thallium, Total	EPA 200.8	10	$14.00
Thallium, Total	EPA 6010B	10	$16.00
Tin, Total	EPA 6010B	10	$16.00
Total Coliform & E. Coli (DW P/A)	SM 9223	10	$21.00
Total Coliform & E. Coli (MPN)	SM 9223 B	10	$36.50
Total Coliform, Fecal & E. Coli (3x5 MTF)	SM 9221	10	$42.00
Total Coliform, Fecal & E. Coli (DW 1x10 MTF)	SM 9221	10	$32.00
Total Dissolved Solids (TDS)	SM 2540 C	10	$15.00
Total Kjeldahl Nitrogen (TKN)	EPA 351.2	10	$35.00
Total Nitrogen	varies	10	$60.00
Total Organic Carbon (TOC)	SM 5310 B	10	$45.00
Total Suspended Solids (TSS)	SM 2540 D	10	$13.00
Turbidity	EPA 180.1	10	$15.00
Uranium by EPA 908.0 (Sub)	EPA 908.0	10	$105.00
Uranium, Total Alpha	Varies	10	$20.00
Vanadium, Total	EPA 200.7	10	$13.00
Vanadium, Total	EPA 200.8	10	$14.00
Vanadium, Total	EPA 6010B	10	$16.00
Zinc, Total	EPA 200.7	10	$13.00
Zinc, Total	EPA 200.8	10	$14.00
Zinc, Total	EPA 6010B	10	$16.00
Soil			
8141 - Organophosphorus Pesticides (Sub)	EPA 8141A	10	$157.50
8151 - Chlorinated Herbicides	EPA 8151A	10	$105.00

MOORE TWINING ASSOCIATES, INC.

California ELAP Certificate #1371

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Analytical Services Quotation

Darryl Nielsen
Mariposa County
Analytical Services 2021 to 2022

Printed: 05/19/21
Effective: 07/01/21
Expires: 06/30/22

Pricing Summary

Parameter	Method	TAT (days)	Unit Price
Soil			
8260 - Volatile Organic Compounds	EPA 8260B	10	$105.00
8270 - Semivolatile Organic Compounds	EPA 8270C	10	$210.00
Ammonia as Nitrogen (NH3-N)	EPA 350.1	10	$26.00
Antimony, Total	EPA 6010B	10	$16.00
Arsenic, Total	EPA 6010B	10	$16.00
Barium, Total	EPA 6010B	10	$16.00
Beryllium, Total	EPA 6010B	10	$16.00
Cadmium, Total	EPA 6010B	10	$16.00
Chromium, Total	EPA 6010B	10	$16.00
Cobalt, Total	EPA 6010B	10	$16.00
Copper, Total	EPA 6010B	10	$16.00
Courier Service I (0-50 Miles)	-	10	$65.00
Fecal Coliform in Soil	Varies	10	$73.00
General Mineral	varies	10	$145.00
Lead, Total	EPA 6010B	10	$16.00
Mercury, Total by CVA	EPA 7471A	10	$50.00
Molybdenum, Total	EPA 6010B	10	$16.00
Nickel, Total	EPA 6010B	10	$16.00
Phosphorus, Total (TKP)	SM 4500-P	10	$26.00
Salmonella in Soil (Sub)	EPA 1682	10	$300.00
Sampling Services I (0-50 Miles)	-	10	$40.00
Sampling Services/Pick-up I (0-50 Miles)	-	10	$75.00
Selenium, Total	EPA 6010B	10	$16.00
Silver, Total	EPA 6010B	10	$16.00
Solids, Dry Weight	% Calculation	10	$20.00
Thallium, Total	EPA 6010B	10	$16.00
Tin, Total	EPA 6010B	10	$16.00
Total Kjeldahl Nitrogen (TKN)	SM 4500-N	10	$35.00
Total Nitrogen	varies	10	$60.00
Vanadium, Total	EPA 6010B	10	$16.00
Zinc, Total	EPA 6010B	10	$16.00

MOORE TWINING ASSOCIATES, INC.

California ELAP Certificate #1371

2527 Fresno Street
Fresno, CA 93721
(559) 268-7021 Phone
(559) 268-0740 Fax

Analytical Services Quotation

Darryl Nielsen
Mariposa County
Analytical Services 2021 to 2022

Printed: 05/19/21
Effective: 07/01/21
Expires: 06/30/22

If you have any questions, please feel free to call us at the number listed above. We look forward to earning your business.

Sincerely,

Moore Twining Associates, Inc.

Derek Ramirez
zorrosign 518759A5BE2

Derek Ramirez
Laboratory Director
06/22/2021

Approval as to Legal Form:

Steven W. Dahlem
zorrosign 518759A5BA6

Steven W. Dahlem

Accepted by: Marshall Long
zorrosign 518759A5BBA

~~Darryl Nielsen~~ **Marshall Long, Board Chair**
Mariposa County

Date: 06/22/2021

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY): 8/11/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER ISU INS SERV - BC ENV BROKERAGE 1037 Suncast Ln Ste 103 El Dorado Hills, CA 95762	CONTACT NAME: DINA ATHEY PHONE (A/C, No, Ext): (916) 939-1080 FAX (A/C, No): (916) 939-1085 E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC#
	INSURER A: ADMIRAL INSURANCE COMPANY	24856
INSURED MOORE TWINING ASSOCIATES, INC. 2527 FRESNO STREET FRESNO, CA 93721	INSURER B: EVANSTON INSURANCE COMPANY	35378
	INSURER C: Great American Ins. Co. of NY	22136
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR X CONT. POLLUTION X X,C,U GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / X PRO-JECT / LOC OTHER:			FEI-ECC-16904-07	07/27/20	07/27/21	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 5,000,000 $ 300,000 $ 5,000 $ 5,000,000 $ 5,000,000 $ 5,000,000
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS / SCHEDULED AUTOS HIRED AUTOS / NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	UMBRELLA LIAB / OCCUR EXCESS LIAB / CLAIMS-MADE DED / RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N / N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
B	E&O LIAB. CLAIMS MADE			MKLV7PL0004297 RETRO 10/5/1981	07/27/20	07/27/21	$5,000,000 OCCURRENCE $5,000,000 AGGREGATE	
C	PROPERTY			MAC337911810	06/15/20	06/15/21	SPECIAL FORM INC. THEFT	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: ALL OPERATIONS
THE COUNTY, ITS OFFICERS, EMPLOYEES, VOLUNTEERS AND AGENTS HAVE BEEN NAMED AS ADDITIONAL INSURED WITH RESPECT TO THE GENERAL LIABILITY. PRIMARY COVERAGE APPLIES.
(BLANKET ENDORSEMENTS ATTACHED)

CERTIFICATE HOLDER

MARIPOSA COUNTY
DEPARTMENT OF PUBLIC WORKS
ATTN: PETER N. REI
4639 BEN HUR ROAD
MARIPOSA. CA 95338

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization

This endorsement, effective 7/27/2020 attaches to and forms a part of Policy Number FEI-ECC-16904-07. This endorsement changes the Policy. Please read it carefully.

In consideration of an additional premium of $Applied, this endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Any person(s) or organization(s) whom the Named Insured agrees, in a written contract, to name as an additional insured. However, this status exists only for the project specified in that contract.	Those project locations where this endorsement is required by contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
   1. Your acts or omissions; or
   2. The acts or omissions of those acting on your behalf;
   in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:
   This insurance does not apply to "bodily injury" or "property damage" occurring after:
   1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
   2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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Additional Insured – Owners, Lessees or Contractors – Completed Operations

This endorsement, effective 7/27/2020 attaches to and forms a part of Policy Number FEI-ECC-16904-07. This endorsement changes the Policy. Please read it carefully.

In consideration of an additional premium of $Applied, this endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Any person(s) or organization(s) whom the Named Insured agrees, in a written contract, to name as an additional insured. However, this status exists only for the project specified in that contract.	Those project locations where this endorsement is required by contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

 © ISO Properties, Inc., 2004

TWINLAB-01 SMOLLECK

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/8/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0E02096 DiBuduo & DeFendis Insurance Brokers, LLC P.O. Box 5479 Fresno, CA 93755-5479	CONTACT NAME: Sandra Molleck PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: sandra.molleck@dibu.com
INSURED Moore Twining Associates, Inc. P.O. Box 1472 Fresno, CA 93716	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Nationwide Mutual Insurance Company — 23787 INSURER B : State Compensation Insurance Fund — 35076 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	[ ] CLAIMS-MADE [ ] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	[ ] POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$
	[ ] OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	[X] ANY AUTO	X		ACP3057734643	6/14/2021	7/27/2021	BODILY INJURY (Per person)	$
	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	[ ] DED [ ] RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						[X] PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [Y]	N/A		923042221	5/1/2021	5/1/2022	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

When required by written contract the certificate holder, is listed as Additional Insured with a Waiver of Subrogation and Primary Non Contributory Clause on the Commercial Automobile per attached AC 70 05 03 16. Waiver of Subrogation applies on the Workers Compensation per attached SCIF Form 10217 (REV.7-2014)

Insured: 30 day Notice of Cancellation/10 day Non Payment

SEE ATTACHED ACORD 101

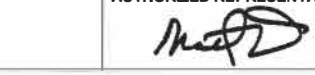
CERTIFICATE HOLDER

County of Mariposa Department of Public Works
attn: Mohamed Cader
4639 Ben Hur Rd.
Mariposa, CA 95338

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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AGENCY CUSTOMER ID: TWINLAB-01 SMOLLECK

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

AGENCY	License # 0E02096	NAMED INSURED
DiBuduo & DeFendis Insurance Brokers, LLC		Moore Twining Associates, Inc. P.O. Box 1472 Fresno, CA 93716
POLICY NUMBER		
SEE PAGE 1		
CARRIER	NAIC CODE	EFFECTIVE DATE: SEE PAGE 1
SEE PAGE 1	SEE P 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
Coverage is subject to all policy terms, conditions, limitations and exclusions.

The County of Mariposa, its officers, employees, volunteers and agents are listed additional insured respects to auto liability per form AC70050316

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO PROTECTION - GOLD

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SUMMARY OF COVERAGES

A. Effect of This Endorsement
B. Newly Acquired or Formed Entities
C. Employees as Insureds – Nonowned Autos
D. Additional Insured by Contract, Permit or Agreement
E. Supplementary Payments – Bail Bonds
F. Supplementary Payments – Loss of Earnings
G. Personal Effects and Property of Others Extension
H. Prejudgment Interest Coverage
I. Fellow Employee – Officer, Managers and Supervisors
J. Hired Auto Physical Damage
K. Temporary Substitute Autos – Physical Damage Coverage
L. Expanded Towing Coverage
M. Auto Loan or Lease Coverage
N. Original Equipment Manufacturer Parts – Leased Private Passenger Types
O. Deductible Amendments
P. Rental Reimbursement Coverage
Q. Expanded Transportation Expense
R. Extra Expense – Stolen Autos
S. Physical Damage Limit of Insurance
T. New Vehicle Replacement Cost
U. Physical Damage Coverage Extension
V. Transfer of Rights of Recovery Against Others To Us
W. Section IV – Business Auto Conditions – Notice of and Knowledge of Occurrence
X. Hired Car Coverage Territory
Y. Emergency Lock Out
Z. Cancellation Condition

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A. EFFECT OF THIS ENDORSEMENT

Coverage provided under this policy is modified by the provisions of this endorsement. If there is any conflict between the provisions of this endorsement and the provision(s) of any state-specific endorsement also attached to this policy, then the provision(s) of the state-specific endorsement shall apply instead of the provisions of this endorsement that are in conflict, but only to the extent of the conflict, and only to the extent necessary to bring such provisions into conformance with the state requirement(s) contained in the provision(s) of the state-specific endorsement.

B. NEWLY ACQUIRED OR FORMED ENTITIES

The Named Insured shown in the Declarations is amended to include any organization you newly acquire or form, other than a partnership, joint venture, or limited liability company, and over which you maintain ownership or majority (more than 50%) interest; if there is no other similar insurance available to that organization. Coverage under this provision is afforded until the 180th day after you acquire or form the organization or the end of the policy period, whichever is later.

C. EMPLOYEES AS INSUREDS – NONOWNED AUTOS

The following is added to paragraph A.1. Who Is An Insured of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

d. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

D. ADDITIONAL INSURED BY CONTRACT, PERMIT OR AGREEMENT

The following is added to A.1. Who Is An Insured of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

Any person or organization that you are required to name as an additional insured in a written contract or agreement that is executed or signed by you prior to a "bodily injury" or "property damage" occurrence is an "insured" for Covered Auto Liability coverage. However, with respect to covered "autos", such person or organization is an insured only to the extent that person or organization qualifies as an "insured" under A.1. Who is an Insured of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

If specifically required by the written contract or agreement referenced in the paragraph above, any coverage provided by this endorsement to an additional insured shall be primary and any other valid and collectible insurance available to the additional insured shall be non-contributory with this insurance. If the written contract does not require this coverage to be primary and the additional insured's coverage to be non-contributory, then this insurance will be excess over any other valid and collectible insurance available to the additional insured.

E. SUPPLEMENTARY PAYMENTS – BAIL BONDS

Supplementary Payments of SECTION II – COVERED AUTOS LIABILITY COVERAGE is revised as follows:

(2) Up to $2,500 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

F. SUPPLEMENTARY PAYMENTS – LOSS OF EARNINGS

Supplementary Payments of the SECTION II – COVERED AUTOS LIABILITY COVERAGE is revised as follows:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

G. PERSONAL EFFECTS AND PROPERTY OF OTHERS EXTENSION

1. The. Care, Custody or Control Exclusion of SECTION II – COVERED AUTOS LIABILITY COVERAGE, does not apply to "property damage" to property, other than your property, up to an amount not exceeding $250 in any one "accident". Coverage is excess over any other valid and collectible insurance.
2. The following paragraph is added to A.4. Coverage Extensions of SECTION III – PHYSICAL DAMAGE COVERAGE:
   c. We will pay up to $500 for your property that is lost or damaged as a result of a covered "loss", without applying a deductible. Coverage is excess over any other valid and collectible insurance.

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H. PREJUDGMENT INTEREST COVERAGE

The following paragraph is added to SECTION II – COVERED AUTOS LIABILITY COVERAGE, 2. Coverage Extensions, a. Supplementary Payments:

(7) Prejudgment interest awarded against the "insured" on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

I. FELLOW EMPLOYEE – OFFICERS, MANAGERS, AND SUPERVISORS

The Fellow Employee Exclusion in SECTION II – COVERED AUTOS LIABILITY COVERAGE is replaced as follows;

A. "Bodily injury" to any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business. This exclusion does not apply to an "insured" who occupies a position as an officer, manager, or supervisor.

J. HIRED AUTO PHYSICAL DAMAGE

If covered "auto" designation symbols 1 or 8 apply to Liability Coverage and if at least one "auto" you own is covered by this policy for Comprehensive, Specified Causes of Loss, or Collision coverages, then the Physical Damage coverages provided are extended to "autos" you lease, hire, rent or borrow without a driver; and provisions in the Business Auto Coverage Form applicable to Hired Auto Physical Damage apply up to a limit of $100,000. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. Any Comprehensive deductible does not apply to fire or lightning.

K. TEMPORARY SUBSTITUTE AUTOS – PHYSICAL DAMAGE COVERAGE

The following is added to paragraph C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos of SECTION I - COVERED AUTOS:

If Physical Damage Coverage is provided by this Coverage Form, the following types of vehicles are also covered "autos" for Physical Damage Coverage:

Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:

a. Breakdown;
b. Repair;
c. Servicing;
d. "Loss"; or
e. Destruction

The coverage that applies is the same as the coverage provided for the vehicle being replaced.

L. EXPANDED TOWING COVERAGE

1. We will pay up to:
   a. $100 for a covered "auto" you own of the private passenger type, or
   b. $500 for a covered "auto" you own that is not of the private passenger type,

   for towing and labor costs incurred each time the covered "auto" is disabled. However, the labor must be performed at the place of disablement.
2. This coverage applies only for an "auto" covered on this policy for Comprehensive or Specified Causes of Loss Coverage and Collision Coverages.
3. Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto".

M. AUTO LOAN OR LEASE COVERAGE

1. In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the loan or lease, including up to a maximum of $500 for early termination fees or penalties, for your covered "auto" less:
   a. The amount paid under SECTION III – PHYSICAL DAMAGE COVERAGE of this policy; and
   b. Any:
      1) Overdue lease/loan payments at the time of the "loss";
      2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
      3) Security deposits not refunded by a lessor;
      4) Costs of extended warranties, Credit Life insurance, Health, Accident, or Disability insurance purchased with the lease; and

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5) Carry-over balances from previous leases.

2. This coverage only applies to a "loss" which is also covered under this policy for Comprehensive, Specified Causes of Loss, or Collision coverage.
3. Coverage does not apply to any unpaid amount due on a loan for which the covered "auto" is not the sole collateral.

N. ORIGINAL EQUIPMENT MANUFACTURER PARTS – LEASED PRIVATE PASSENGER TYPES

Under Paragraph C. Limit of Insurance of SECTION III – PHYSICAL DAMAGE COVERAGE, Section 4 is added as follows:

4. We will use new original equipment vehicle manufacturer parts for any private passenger type covered "auto" where required by the lease agreement which has a term of at least six months. If a new original equipment vehicle manufacturer part is not in production or distribution we may use a like, kind and quality replacement part.

O. DEDUCTIBLE AMENDMENTS

The following are added to the Deductible provision of SECTION III – PHYSICAL DAMAGE COVERAGE:

If another policy or coverage form that is not an automobile policy or coverage form issued by this company applies to the same "accident", the following applies:

1. If the deductible under this coverage is the smaller (or smallest) deductible, it will be waived:
2. If the deductible under this coverage is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

If a Comprehensive or Specified Causes of Loss Coverage "loss" from one "accident" involves two or more covered "autos", only the highest deductible applicable to those coverages will be applied to the "accident," if the cause of the loss is covered for those vehicles. This provision only applies if you carry Comprehensive or Specified Causes of Loss Coverage for those vehicles, and does not extend coverage to any covered "autos" for which you do not carry such coverage.

No deductible applies to glass if the glass is repaired, in a manner acceptable to us, rather than replaced.

P. RENTAL REIMBURSEMENT COVERAGE

1. This coverage applies only to a covered "auto" for which Physical Damage Coverage is provided on this policy.
2. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto." No deductibles apply to this coverage.
3. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:
   a. The number of days reasonably required to repair or replace the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you.
   b. The number of days shown in the Schedule.
4. Our payment is limited to the lesser of the following amounts:
   a. Necessary and actual expenses incurred.
   b. $75 for any one day or for a maximum of 30 days.
5. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
6. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under SECTION III – PHYSICAL DAMAGE COVERAGE Coverage Extension.

Q. EXPANDED TRANSPORTATION EXPENSE

Paragraph A.4.a. of SECTION III – PHYSICAL DAMAGE COVERAGE is replaced by the following:

We will pay up to $50 per day to a maximum of $1500 for temporary transportation expense incurred by you because of the total theft of a

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covered "auto" of the private passenger type. We will only pay for those covered "autos" for which you carry Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 24 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

R. EXTRA EXPENSE – STOLEN AUTOS

The following paragraph is added to Coverage Extensions of SECTION III – PHYSICAL DAMAGE COVERAGE:

c. We will pay for up to $5,000 for the expense of returning a stolen covered "auto" to you. We will pay only for those covered "autos" for which you carry Comprehensive or Specified Causes of Loss Coverage

S. PHYSICAL DAMAGE LIMIT OF INSURANCE

Under SECTION III – PHYSICAL DAMAGE COVERAGE, Paragraph C., Limit of Insurance is replaced by the following:

C. Limit Of Insurance

1. The most we will pay for "loss" in any one "accident" is the lesser of:
   a. The actual cash value of the damaged or stolen property as of the time of the "loss", or
   b. The cost of repairing or replacing the damaged or stolen property.
2. $1500 is the most we will pay for "loss" in any one "accident" to all electronic equipment that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:
   a. Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment.
   b. Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or
   c. An integral part of such equipment.
3. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".
4. The cost of repairing or replacing may:
   a. Be based on an estimate which includes parts furnished by the original equipment manufacturer or other sources including non-original equipment manufacturers and
   b. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the net improvement.
5. If we offer to pay the actual cash value of the damaged or stolen property, we will value auto advertising wraps, paint customization, and similar business related advertising modifications, in addition to the actual cash value of the property. Auto advertising wraps, paint customization, and similar business related advertising modifications will be valued at the cost to replace them with an adjustment made for depreciation and physical condition.

T. NEW VEHICLE REPLACEMENT COST

The following is added to the Limit of Insurance provision of SECTION III – PHYSICAL DAMAGE COVERAGE:

5. The provisions of paragraphs 1. and 3. do not apply to a covered "auto" of the private passenger type or a vehicle with a gross vehicle weight rating of 20,000 pounds or less which is a "new vehicle."

   In the event of a total "loss" to your new vehicle to which this coverage applies, we will pay at your option:

   a. The verifiable "new vehicle" purchase price you paid for your damaged vehicle, not including any insurance or warranties purchased;
   b. If it is available, the purchase price, as negotiated by us, of a "new vehicle" of the same make, model, and equipment or the most similar model available, not including any furnishings, parts, or equipment not installed by the manufacturer or manufacturers' dealership; or .
   c. The market value of your damaged vehicle, not including any furnishings, parts, or equipment not installed by the manufacturer or manufacturer's dealership.

   We will not pay for initiation or set up costs associated with loans or leases

   As used in this endorsement, a "new vehicle" means an "auto" of which you are the original owner that has not been previ-

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ously titled and which you purchased less than 365 days before the date of the "loss".

U. PHYSICAL DAMAGE COVERAGE EXTENSIONS

Under SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, Coverage Extensions, b. Loss of Use Expenses is replaced by the following:

b. Loss of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver, under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

(1) Other than collision if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";

(2) Specified Causes of Loss only if the Declarations indicate that Specified Causes of Loss Coverage is provided for any covered "auto"; or

(3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto."

However, the most we will pay for any expenses for loss of use is $50 per day, to a maximum of $1,500. The insurance provided by this provision is excess over any other collectible insurance.

V. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

The following is added to the Transfer Of Rights Of Recovery Against Others To Us Condition:

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" because of payments we make for damages under this coverage form.

W. NOTICE OF AND KNOWLEDGE OF OCCURRENCE

SECTION IV – BUSINESS AUTO CONDITIONS, Paragraph A is amended as follows:

6. NOTICE OF AND KNOWLEDGE OF OCCURRENCE

a. Your obligation in the Duties in the Event of Accident, Claim, Suit or Loss Condition relative to notification requirements applies only when the "accident" or "loss" is known to:

(1) You, if you are an individual;

(2) A partner, if you are a partnership;

(3) A member, if you are a limited liability company; or

(4) An executive officer or insurance manager, if you are a corporation.

b. Your obligation in the. Duties in the Event of Accident, Claim, Suit or Loss Condition relative to providing us with documents concerning a claim or "suit" will not be considered breached unless the breach occurs after such claim or "suit" is known to:

(1) You, if you are an individual;

(2) A partner, if you are a partnership;

(3) A member, if you are a limited liability company; or

(4) An executive officer or insurance manager, if you are a corporation.

X. HIRED CAR – COVERAGE TERRITORY

Item (5) of the Policy Period, Coverage Territory GeneralConditionss replaced by the following:

(5) Anywheren the worldif a covered "auto" is leased, hired, rented or borrowed without a driver for a period of 30 days or less; and

Y. EMERGENCY LOCKOUT

We will reimburse you up to $100 for reasonable expense incurred for the services of a locksmith to gain entry into your covered "auto" subject to these provisions:

1. Your door key, electronic key or key entry pad has been lost, stolen or locked in your covered "auto" and you are unable to enter such "auto" , or
2. Your keyless entry device battery dies and you are unable to enter such "auto" as a result,
3. Your key, electronic key or key entry pad has been lost or stolen and you have changed the lock to prevent an unauthorized entry; and

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4. Original copies of receipts for services of a locksmith must be provided before reimbursement is payable.

Z. CANCELLATION CONDITION

Paragraph A.2. of the COMMON POLICY CONDITION – CANCELLATION applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the First Named Insured written notice of cancellation at least 60 days before the effective date of cancellation. This provision does not apply in those states that require more than 60 days prior notice of cancellation.

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STATE COMPENSATION INSURANCE FUND

HOME OFFICE
SAN FRANCISCO

ALL EFFECTIVE DATES ARE AT 12:01 AM PACIFIC STANDARD TIME OR THE TIME INDICATED AT PACIFIC STANDARD TIME

ENDORSEMENT AGREEMENT

WAIVER OF SUBROGATION
BLANKET BASIS

BROKER COPY

REP 04
9230422-21
RENEWAL
NE
2-70- -

EFFECTIVE MAY 1, 2021 AT 12.01 A.M.
AND EXPIRING MAY 1, 2022 AT 12.01 A.M.

MOORE TWINING ASSOCIATES, INC.
PO BOX 1472
FRESNO, CA 93716

WE HAVE THE RIGHT TO RECOVER OUR PAYMENTS FROM ANYONE LIABLE FOR AN INJURY COVERED BY THIS POLICY. WE WILL NOT ENFORCE OUR RIGHT AGAINST THE PERSON OR ORGANIZATION NAMED IN THE SCHEDULE.

THIS AGREEMENT APPLIES ONLY TO THE EXTENT THAT YOU PERFORM WORK UNDER A WRITTEN CONTRACT THAT REQUIRES YOU TO OBTAIN THIS AGREEMENT FROM US.

THE ADDITIONAL PREMIUM FOR THIS ENDORSEMENT SHALL BE 2.00% OF THE TOTAL POLICY PREMIUM.

SCHEDULE

PERSON OR ORGANIZATION	JOB DESCRIPTION
ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED HAS AGREED BY WRITTEN CONTRACT TO FURNISH THIS WAIVER	BLANKET WAIVER OF SUBROGATION

NOTHING IN THIS ENDORSEMENT CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, AGREEMENTS, OR LIMITATIONS OF THIS POLICY OTHER THAN AS STATED. NOTHING ELSEWHERE IN THIS POLICY SHALL BE HELD TO VARY, ALTER, WAIVE OR LIMIT THE TERMS, CONDITIONS, AGREEMENTS OR LIMITATIONS OF THIS ENDORSEMENT.

COUNTERSIGNED AND ISSUED AT SAN FRANCISCO: APRIL 27, 2021

2572

AUTHORIZED REPRESENTATIVE

PRESIDENT AND CEO

TWINLAB-01 SMOLLECK

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/26/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0E02096 DiBuduo & DeFendis Insurance Brokers, LLC P.O. Box 5479 Fresno, CA 93755-5479	CONTACT NAME: Sandra Molleck PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: sandra.molleck@dibu.com
INSURED Moore Twining Associates, Inc. P.O. Box 1472 Fresno, CA 93716	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Crum & Forster Specialty Insurance Company — 44520 INSURER B : United States Fire Insurance Company — 21113 INSURER C : American Family Home Insurance Company — 23450 INSURER D : INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	X	X	EPK144705	7/27/2023	7/27/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG CONTRACTORS POL	$ 5,000,000 $ 300,000 $ 5,000 $ 5,000,000 $ 5,000,000 $ 5,000,000 $ 5,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY			133755163	7/27/2023	7/27/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		2EA5WC000142100	5/1/2023	5/1/2024	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
A	Errors & Omissions			EEO15846	7/27/2023	7/27/2024	Aggregate	5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Professional Liability is a claims made policy

Insured: 30 day Notice of Cancellation/10 day Non Payment
Coverage is subject to all policy terms, conditions, limitations and exclus

Umbrella Policy is follow form

SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

County of Mariposa Department of Public Works
attn: Mohamed Cader
4639 Ben Hur Rd.
Mariposa, CA 95338

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: TWINLAB-01 SMOLLECK

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

AGENCY	License # 0E02096	NAMED INSURED
DiBuduo & DeFendis Insurance Brokers, LLC		Moore Twining Associates, Inc. P.O. Box 1472 Fresno, CA 93716
POLICY NUMBER		
SEE PAGE 1		
CARRIER	NAIC CODE	EFFECTIVE DATE: SEE PAGE 1
SEE PAGE 1	SEE P 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
The County of Mariposa, Its officers, employees, volunteers and agents are listed when required by written contract

When required by written contract the following forms apply on the General Liability:
Waiver of Subrogation #EN0109-0211--Additional Insured - Owners, Lessees,or Contractors #EN0111-0211--Primary Non Contributory #EN0118-0211--Additional Insured - Owners, Lessees, or Contractors Completed Operations #EN0320-0211

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT – CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

SCHEDULE

1. Blanket Waiver
Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Premium:
The additional premium charge for this endorsement shall be 3 percent of the California Workers' Compensation premium otherwise due subject to a minimum premium of $ 350 per policy.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: **05/01/2023** Policy No. **2EA5WC000142100** Endorsement No.

Insured: **Moore Twining Associates Inc** Premium: Incl

Insurance Company: **American Family Home Insurance Company**

Countersigned By: _____

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Policy No: EPK144705

Moore Twining & Associates, Inc.

CRUM & FORSTER
A FAIRFAX COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL CHANGE ENDORSEMENT

Policy Change Number A

POLICY NUMBER	POLICY CHANGES EFFECTIVE	COMPANY
EPK144705	07/27/2023	**Crum and Forster Specialty Insurance Company**

NAMED INSURED

Moore Twining Associates, Inc.

COVERAGE PARTS AFFECTED
COMMERCIAL GENERAL LIABILITY COVERAGE PART

CHANGES

AGGREGATE LIMITS OF INSURANCE PER PROJECT

It is hereby agreed that, **Section IV – LIMITS OF INSURANCE AND DEDUCTIBLE,** item **2.** is amended by the addition of the following:

The General Aggregate Limit applies separately to each of your projects away from premises owned by or rented to you.

It is further agreed that the Policy Aggregate Limits of Insurance Per Project has a cap of $5,000,000.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED

Authorized Representative Signature

Policy Number: EPK144705

Moore Twining & Associates, Inc.

Crum & Forster
part of the FAIRFAX group

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDED WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS POLLUTION LIABILITY COVERAGE PART
ERRORS AND OMISSIONS LIABILITY COVERAGE PART
THIRD PARTY POLLUTION LIABILITY COVERAGE PART
ONSITE CLEANUP COVERAGE PART

SCHEDULE

Name of Person(s) or Organization(s)
Where Required by Written Contract
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

SECTION VI – COMMON CONDITIONS, item 17. Transfer Of Rights of Recovery Against Others To Us within the Common Provisions is amended by the addition of the following:

Solely as respects the person(s) or organization(s) indicated in the Schedule shown above, we waive any right of recovery we may have against the person(s) or organization(s) indicated in the Schedule shown above because of payments we make for "damages" arising out of your ongoing operations or "your work" performed under a written contract with that person(s) or organization(s) and included in the "products-completed operations hazard".

However, this waiver shall not apply to "damages" resulting from the sole negligence of the person(s) or organization(s) indicated in the Schedule shown above.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

Policy No: EPK144705

Moore Twining & Associates, Inc.

Crum & Forster
part of the FAIRFAX group

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS POLLUTION LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) or Organization(s)
Where Required By Written Contract

SECTION III – WHO IS AN INSURED within the Common Provisions is amended to include as an additional insured the person(s) or organization(s) indicated in the Schedule shown above, but only with respect to liability caused, in whole or in part, by "your work" for that insured which is performed by you or by those acting on your behalf.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

Policy No: EPK144705

Moore Twining & Associates, Inc.

Crum & Forster
part of the FAIRFAX group

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NON-CONTRIBUTORY ADDITIONAL INSURED WITH WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS POLLUTION LIABILITY COVERAGE PART
ERRORS AND OMISSIONS LIABILITY COVERAGE PART
THIRD PARTY POLLUTION LIABILITY COVERAGE PART

SCHEDULE

Name of Additional Insured Person(s) or Organization(s)
Where Required by Written Contract

A. **SECTION III – WHO IS AN INSURED** within the Common Provisions is amended to include as an additional insured the person(s) or organization(s) indicated in the Schedule shown above, but solely as respects "claims" caused in whole or in part, by "your work" for that person or organization performed by you, or by those acting on your behalf.

   This insurance shall be primary and non-contributory, but only in the event of a named insured's sole negligence.

B. We waive any right of recovery we may have against the person(s) or organization(s) indicated in the Schedule shown above because of payments we make for "damages" arising out of "your work" performed under a designated project or contract with that person(s) or organization(s).

C. This Endorsement does not reinstate or increase the Limits of Insurance applicable to any "claim" to which the coverage afforded by this Endorsement applies.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

Policy No: EPK144705

Moore Twining & Associates, Inc.

Crum & Forster
part of the FAIRFAX group

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Additional Person(s) or Organization(s):	Location And Description Of Completed Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section III – Who Is An Insured** within the Common Provisions is amended to include as an insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:	Moore Twining & Associates, Inc.
Endorsement Effective Date:	07/27/2023

SCHEDULE

A.	Broadened Insured Status	N.	Audio, Visual, and Data Electronic Equipment
B.	Blanket Additional Insured When Required Under Written Contract	O.	Loan/Lease Payoff Coverage
		P.	Airbag Coverage
C.	Employee Hired Autos Liability Coverage	Q.	Multiple Deductible Protection – Covered Auto and Trailer
D.	Employees as Insureds	R.	Duties in the Event of an Accident, Claim, Suit, or Loss
E.	Coverage Extensions – Supplementary Payments	S.	Non-Owned Auto Waiver of Subrogation
F.	Limited Fellow Employee Coverage	T.	Blanket Waiver of Subrogation When Required Under Written Contract
G.	Limited Hired Auto – Physical Damage Coverage – Private Passenger (Includes Employee Hired Autos Physical Damage Coverage)	U.	Coverage Territory – Short Term Hired Commercial Autos
H.	Custom Signs and Decoration	V.	Limited Mexico Coverage
I.	Extended Towing Coverage	W.	Unintentional Failure to Disclose Hazards
J.	Glass Breakage	X.	Mental Anguish Resulting From Bodily Injury
K.	Reimbursement for Increased Temporary Transportation Expense for Private Passenger and Commercial Vehicles	Y.	Waiver of Sovereign Immunity
L.	Extra Expense – Stolen Vehicles	Z.	Application of This Endorsement
M.	Personal Effects Coverage		

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A. Broadened Insured Status

Paragraph **A.1. Who Is An Insured** under **Section II – Covered Autos Liability Coverage** is amended to include the following as "insureds":

1. Any subsidiary which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Form, while using with your permission a covered "auto."

   However, the insurance afforded by this provision, **A.1.**, does not apply to any subsidiary that is an insured under any other automobile liability policy, or would be an insured under such policy but for the termination of such policy or the exhaustion of such policy's limits of insurance.

2. Any organization you newly acquire or form, and over which you maintain majority interest, while using with your permission a covered "auto".

   The insurance afforded by this provision, **A.2.**:

   a. Is effective on the acquisition or formation date, and is afforded only until the end of the policy period of this Coverage Form, or the next anniversary of its inception date, whichever is earlier.

   b. Does not apply to "bodily injury" or "property damage" resulting from an "accident" that occurred before you acquired or formed the organization.

   c. Does not include any newly acquired or formed organization that is:

      (1) A joint venture or partnership; or

      (2) An insured under any other automobile liability policy, or would be an insured under such policy but for the termination of such policy or the exhaustion of such policy's limits of insurance.

B. Blanket Additional Insured When Required Under Written Contract

1. Paragraph **A.1. Who Is An Insured** under **Section II – Covered Autos Liability Coverage** is amended to include the following as "insureds":

   a. Any person, organization or governmental entity with respect to the operation, maintenance, or use of a covered "auto" if you are required to add such person, organization or governmental entity to this policy as an additional "insured" in order to comply with the terms of a written contract or written agreement. This additional insured status is not conferred when such written contract or written agreement:

      (1) Involves the owner or anyone else from whom you hire or borrow a covered "auto" unless it is a "trailer" connected to a covered "auto" you own; or

      (2) Is executed after the date of "accident" or "loss".

      Paragraph **B.1.a.(2)** above does not apply if:

      (a) The terms and conditions of the written contract or written agreement had been agreed upon prior to the "accident" or "loss"; and

      (b) You can definitively establish that the terms and conditions of the written contract or written agreement ultimately executed are the same as those which had been agreed upon prior to the "accident" or "loss".

2. Paragraph **B.5.a.** under **Section IV – Business Auto Conditions** is amended by the addition of the following:

   Other Insurance

   Regardless of whether other insurance is maintained by an additional insured on a primary basis, the coverage provided by Provision **B.** of the Commercial Auto Broad Form Endorsement will be primary to and noncontributing with other insurance maintained by the additional insured if the written contract or written agreement between you and the additional insured specifically requires that this insurance be primary.

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C. Employee Hired Autos Liability Coverage

Paragraph **A.1. Who Is An Insured** under **Section II – Covered Autos Liability Coverage** is amended to include the following as "insureds":

1. An "employee" of yours is an "insured" while operating an "auto" hired or rented under a written contract or written agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

D. Employees as Insureds

Paragraph **A.1. Who Is An Insured** under **Section II – Covered Autos Liability Coverage** is amended to include the following as "insureds":

1. Any "employee" of yours while using with your permission a covered "auto" you don't own, hire or borrow if such "auto" is being used in your business or your personal affairs.

E. Coverage Extensions – Supplementary Payments

Paragraphs **A.2.a.(2)** and **A.2.a.(4)** under **Section II – Covered Autos Liability Coverage** are deleted and replaced by the following:

Coverage

2. Coverage Extensions

a. Supplementary Payments

We will pay for the "insured":

(2) Up to $5,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $1,000 a day because of time off from work.

F. Limited Fellow Employee Coverage

Paragraph **B.5.** under **Section II – Covered Autos Liability Coverage** is amended by the addition of the following:

Exclusions

5. Fellow Employee

However, this exclusion does not apply if:

c. The "bodily injury" results from the use of a covered "auto" you own or hire; and

d. You have Workers' Compensation insurance in force covering all of your "employees".

Such coverage as is afforded by provisions **F.5.c.** and **F.5.d.** above are excess over any other collectible insurance.

G. Limited Hired Auto - Physical Damage Coverage – Private Passenger (Includes Employee Hired Autos Physical Damage Coverage)

Paragraph **A.1.** under **Section III – Physical Damage Coverage** is amended by the addition of the following:

Coverage

1. We will pay for "loss" to a covered "auto" or its equipment under:

d. Limited Hired Auto – Physical Damage – Private Passenger

If hired "autos" are covered "autos" for Covered Autos Liability Coverage, and if Physical Damage Coverage of Comprehensive or Collision is provided under this Coverage Form for any "auto" you own, then Comprehensive and Collision Physical Damage Coverages as provided under **Section III – Physical Damage Coverage** of this Coverage Part are extended to "autos" of the private passenger type you or your "employee" hires under a written contract or written agreement without a driver, at your direction, for the purpose of conducting your business, subject to the following:

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(1) The most we will pay for "loss" to any hired "auto" is the lessor of $35,000 or the actual cash value or cost to repair or replace;

(2) The deductible will be equal to the largest deductible applicable to any owned "auto" of the private passenger type for that coverage, or $1,000, whichever is less;

(3) Limited Hired Auto – Physical Damage – Private Passenger coverage is excess over any other collectible insurance; and

(4) Subject to the above limit, deductible, and excess provisions we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own of the private passenger type insured under this policy.

Coverage includes loss of use of that hired "auto", provided it results from an "accident" for which you are legally liable and as a result of which a monetary loss is sustained by the leasing or rental concern. The most we will pay for any one "accident" is $20 per day subject to a maximum of $1,000.

If a limit for Hired Auto – Physical Damage is shown in the Schedule of any other endorsement, then that limit replaces, and is not added to, the $35,000 limit indicated above.

This extension of coverage does not apply to any "auto" you hire or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

H. Custom Signs and Decoration

The following is added to Paragraph **A.1.** under **Section III – Physical Damage Coverage**:

In the event of a total loss to an "auto" insured for Physical Damage Coverage on this policy, in addition to the actual cash value of the "auto", we will pay the actual cost to repair or replace signage or custom paint details up to $5,000.

I. Extended Towing Coverage

1. If the named insured carries Comprehensive and Collision Coverage for the damaged covered "auto", then this coverage extension, **I.**, applies to that covered "auto".

   If the damaged covered "auto" is of the private passenger type, then in addition to Comprehensive and Collision Coverage, the damaged covered "auto" must also carry Towing Coverage in order for this coverage extension, **I.**, to apply.

2. Paragraph **A.2.** under **Section III – Physical Damage Coverage** is deleted and replaced by the following:

   Towing

   We will pay for towing and associated labor costs each time a covered "auto" is disabled. All labor must be performed at the place of disablement. If the "auto" is of the private passenger type, there will be no deductible. If the "auto" is not a private passenger type, a $250 deductible will apply to this coverage but it will not reduce the available limit of insurance. For all types of "autos", the most we will pay under this coverage is $1,000 per disablement. "Autos" which are disabled do not include stolen vehicles.

J. Glass Breakage

If you carry Comprehensive Coverage for the damaged covered "auto", then this coverage extension applies to that covered "auto":

Paragraph **A.3.** Glass Breakage - Hitting A Bird Or Animal – Falling Objects Or Missiles under **Section III – Physical Damage Coverage** is amended by the addition of the following:

Any deductible shown in the Declarations will not apply to glass breakage if such glass is repaired, in a manner acceptable to us, rather than replaced. If the glass must be replaced and there is no other damage associated with the "loss", the deductible will be $100 unless a lower deductible is shown on the declarations page for this coverage.

K. Reimbursement for Increased Temporary Transportation Expense for Private Passenger and Commercial Vehicles

1. If the Covered "Auto" has Comprehensive or Specified Causes Of Loss Physical Damage Coverage:

   Paragraph **A.4.a.** under **Section III – Physical Damage Coverage** is deleted and replaced by the following:

   Coverage Extensions

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a. Transportation Expenses

If your covered "auto" is damaged or stolen and the damage or theft is covered by Comprehensive or Specified Causes of Loss coverage provided by this policy, we will pay up to $50 per day subject to a maximum limit of $1,500 for the necessary and actual temporary transportation expenses (including rental reimbursement) incurred by you during the period beginning 24 hours after the theft or damage and ending, regardless of the policy's expiration:

(1) When the covered "auto" is returned to use or we pay for its "loss" in the event of a total theft of the covered "auto"; or

(2) When the covered "auto" is repaired or replaced, or we pay for its "loss", whichever is earlier in the event of a "loss" due to a cause other than the total theft of the covered "auto".

Except with respect to losses pertaining to the total theft of covered "autos" of the private passenger type, this coverage does not apply while there are spare or reserve "autos" available to you.

No deductible applies to this coverage.

2. If the Covered "Auto" has Collision Physical Damage Coverage:

If your covered "auto" is damaged and the damage is covered by Collision coverage provided by this policy, we will pay up to $50 per day subject to a maximum limit of $1,500 for necessary and actual temporary transportation expenses (including rental reimbursement) incurred by you during the period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, when the covered "auto" is repaired or replaced, or we pay for its "loss", whichever is earlier.

This coverage does not apply while there are spare or reserve "autos" available to you.

No deductible applies to this coverage.

L. Extra Expense – Stolen Vehicles

Paragraph **A.4.a.** under **Section III – Physical Damage Coverage** is amended by the addition of the following:

We will pay for all reasonable and necessary expenses to return a stolen covered "auto" to the named insured if such covered "auto" carries Comprehensive coverage.

M. Personal Effects Coverage

Paragraph **A. Coverage** under **Section III – Physical Damage Coverage** is amended to include the following coverage:

1. Personal Effects Coverage

a. We will pay for "loss" to personal property or effects which are owned by an insured and in or on your covered "auto" at the time of "loss" in the event of a total theft of that covered "auto".

b. Subject to Paragraph **C. Limit Of Insurance** under **Section III – Physical Damage Coverage**, we will pay up to $500 for "loss" of personal property or effects in any one "accident" involving total theft of a covered "auto".

This insurance will not apply if, at the time of "loss", the covered "auto" is unattended, unless the "loss" is the result of forced entry into the covered "auto" while all doors, windows or other openings are closed and locked and there is evidence of forced entry.

Under this coverage, we will not pay for "loss" to the following: accounts, bills, currency, deeds, evidences of debt, money, notes or securities; electronic equipment or tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment; jewelry, watches, necklaces, bracelets, gems, gold, platinum, silver, furs; animals, birds, or fish or any motorized vehicle.

This coverage will be excess over any other collectable insurance. No deductible applies to this coverage.

N. Audio, Visual, and Data Electronic Equipment

The sub-limit in Paragraph **C.1.b.** of the Limit of Insurance Provision of **Section III – Physical Damage Coverage** is increased to $1,500.

O. Loan/Lease Payoff Coverage

Paragraph **C. Limit of Insurance** of **Section III – Physical Damage Coverage** is amended by the addition of the following:

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In the event of a total "loss" to a covered "auto" shown in the schedule or declarations for which Collision and Comprehensive Coverage apply, we will pay any unpaid amount due on the lease or loan for that covered "auto," less:

1. The amount paid under the Physical Damage Coverage Section of the policy; and
2. Any:
   a. Overdue lease/loan payments at the time of the "loss";
   b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
   c. Security deposits not returned by the lessor;
   d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
   e. Carry-over balances from previous loans or leases.

This coverage is limited to a maximum of $1,500 for each covered "auto".

P. Airbag Coverage

1. If the Named Insured carries Comprehensive and Collision Coverage for the damaged covered "auto", then this coverage extension, **P.**, applies to that covered "auto".
2. Paragraph **B.3.a.** under **Section III – Physical Damage Coverage** is amended by the addition of the following:

   The accidental discharge of an airbag shall not be considered mechanical or electrical breakdown and therefore shall not be excluded. This provision does not apply to "autos" you hire with a driver and it is excess over any warranty specifically designed to provide this coverage.

Q. Multiple Deductible Protection – Covered Auto and Trailer

1. If you carry Comprehensive and Collision coverages for the damaged covered "autos", then this coverage extension, **Q.**, applies to those covered "autos".
2. Paragraph **D. Deductible** under **Section III – Physical Damage Coverage** is amended by the addition of the following:

   Whenever a covered "auto" and "trailer" are each damaged in the same "loss" while operating as a combined truck and "trailer" unit, only one deductible shall apply to the "accident". The larger of the two deductibles shall apply.

   If another policy or coverage form issued by us, that is not an automobile policy or coverage form, applies to the same "loss" or "accident", the following applies:

   a. If the deductible under this Business Auto Coverage Form is not the largest deductible, it will be waived.
   b. If the deductible under this Business Auto Coverage Form is the largest deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

R. Duties in the Event of an Accident, Claim, Suit, or Loss

1. Paragraph **A.2.a.** under **Section IV – Business Auto Conditions** is amended so that your obligations relative to notification requirements apply only when the "accident" or "loss" is known to:
   a. You, if your are an individual;
   b. A partner, if you are a partnership;
   c. A member, if you are a joint venture;
   d. An executive officer, insurance manager or any other person designated by you to send notices of "accidents" or "loss" to insurers, if you are a corporation; or
   e. A member, if you are a limited liability company.
2. Paragraph **A.2.b.(2)** under **Section IV – Business Auto Conditions** is amended so that your obligations relative to providing us with documents concerning a claim or "suit" will not be considered breached unless the breach occurs after such claim or "suit" is known to:
   a. You, if your are an individual;
   b. A partner, if you are a partnership;
   c. A member, if you are a joint venture;

d. An executive officer, insurance manager or any other person designated by you to send notices of "accidents" or "loss" to insurers, if you are a corporation; or

e. A member, if you are a limited liability company.

S. Non-Owned Auto Waiver of Subrogation

Paragraph **A.5.** under **Section IV – Business Auto Conditions** is amended by the addition of the following:

Loss Conditions

5. Transfer Of Rights Of Recovery Against Others To Us

We hereby waive any right of subrogation against any of your officers, directors, or "employees" which might arise by reason of any payment under the insurance afforded by this policy for the operation, maintenance, use, loading, or unloading of non-owned "autos".

This waiver extends only to payments in excess of other valid and collectible insurance available to the officer, director, or "employee".

T. Blanket Waiver of Subrogation When Required Under Written Contract

Paragraph **A.5.** under **Section IV – Business Auto Conditions** is amended by the addition of the following:

Loss Conditions

5. Transfer Of Rights Of Recovery Against Others To Us

However, we waive any right of recovery we may have against a person, organization or governmental entity when you have waived such right of recovery under a written contract or written agreement provided such written contract or agreement is:

a. Currently in effect or becoming effective during the term of this policy; and

b. Executed prior to the "accident" or "loss"; or

c. Executed after the "accident" or "loss" if:

(1) The terms and conditions of the written contract or written agreement had been agreed upon prior to the "accident" or "loss"; and

(2) You can definitively establish that the terms and conditions of the written contract or written agreement ultimately executed are the same as those which had been agreed upon prior to the "accident" or "loss".

U. Coverage Territory – Short Term Hired Commercial "Autos"

Paragraph **B.7.b.(5)** under **Section IV – Business Auto Conditions** is deleted and replaced by the following:

General Conditions

7. Policy Period, Coverage Territory

b. Within the Coverage territory

The coverage territory is:

(5) Anywhere in the world if a covered "auto" of the private passenger type, commercial van, pick-up, or truck type is leased, hired, rented or borrowed for a period of 30 days or less,

provided that the "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada, or in a settlement we agree to.

We also cover "loss" to, or "accidents" involving, a covered "auto" while being transported between any of these places.

V. Limited Mexico Coverage

WARNING

AUTO ACCIDENTS IN MEXICO ARE SUBJECT TO THE LAWS OF MEXICO ONLY - **NOT** THE LAWS OF THE UNITED STATES OF AMERICA. THE REPUBLIC OF MEXICO CONSIDERS ANY AUTO ACCIDENT A **CRIMINAL OFFENSE** AS WELL AS A CIVIL MATTER.

IN SOME CASES THE COVERAGE PROVIDED UNDER **THIS ENDORSEMENT MAY NOT BE RECOGNIZED BY THE MEXICAN AUTHORITIES** AND WE MAY NOT BE ALLOWED TO IMPLEMENT THIS COVERAGE AT ALL IN MEXICO. YOU SHOULD CONSIDER PURCHASING AUTO COVERAGE FROM A LICENSED MEXICAN INSURANCE COMPANY BEFORE DRIVING INTO MEXICO.

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THIS ENDORSEMENT DOES **NOT** APPLY TO ACCIDENTS OR LOSSES WHICH OCCUR OUTSIDE OF 25 MILES FROM THE BOUNDARY OF THE UNITED STATES OF AMERICA.

1. Paragraph **B.7.** under **Section IV – Business Auto Conditions** is amended by the addition of the following:

   Policy Period, Coverage Territory

   The coverage territory is extended to include Mexico but only for:

   a. "Accidents" or "losses" occurring within 25 miles of the United States border; and

   b. Trips into Mexico of 10 days or less.

2. For purposes of this Provision, **V.**, Paragraph **B.5.** under **Section IV – Business Auto Conditions** is deleted and replaced by the following;

   Other Insurance

   The insurance provided by this Provision, **V.**, will be excess over any other collectible insurance.

3. Paragraph **A. Coverage** under **Section III – Physical Damage Coverage** is amended by the addition of the following:

   If a "loss" to a covered "auto" occurs in Mexico, we will pay for such "loss" in the United States. If the covered "auto" must be repaired in Mexico in order to be driven, we will not pay more than the actual cash value of such "loss" at the nearest United States point where the repairs can be made.

4. **Additional Exclusions**

   The following exclusions are added:

   This insurance does not apply:

   a. If the covered "auto" is not principally garaged and principally used in the United States.

   b. To any "insured" who is not a resident of the United States.

W. Unintentional Failure to Disclose Hazards

Paragraph **B. General Conditions** under **Section IV – Business Auto Conditions** is amended by the addition of the following:

If you unintentionally fail to disclose any hazards existing on the effective date of this policy, we will not deny coverage under this Coverage Form because of such failure. However, this provision does not affect our right to collect additional premium due to us as a result of these undisclosed hazards in accordance with our filed rating plans.

X. Mental Anguish Resulting From Bodily Injury

The definition of "bodily injury" under **Section V – Definitions** is deleted and replaced by the following:

"Bodily Injury" means physical injury, physical sickness or physical disease sustained by any person, including "mental anguish" or death resulting from any of these. It does not include mental anguish to any person which occurs in the absence of physical injury, physical sickness or physical disease to that person.

For the purpose of this provision, "mental anguish" shall mean any type of mental or emotional illness or distress.

Y. Waiver of Sovereign Immunity

The following provision applies if you are a "governmental entity" or we have added a "governmental entity" to your policy as an additional insured, and the "governmental entity" requires us to obtain permission prior to asserting a defense involving governmental immunity or the jurisdiction of the tribunal over the "governmental entity":

1. We shall not raise any defense involving, in any way, the jurisdiction of the tribunal over the "governmental entity", the immunity of the "governmental entity" or its commissioners, officers, agents or employees, the governmental nature of such entity, or the provisions of any statutes respecting suits against the "governmental entity" without first obtaining express advance permission from the designated representative of the "governmental entity".

Application of this provision shall not subject us to liability for any portion of a claim or judgment in excess of the applicable limit of insurance.

For the purposes of this provision, "governmental entity" means a state, county, district, municipality, town, township, borough, parish, village, or other political subdivision or governmental agency or subdivision.

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Z. Application of This Endorsement

The enhancements provided by this endorsement apply to the Business Auto Coverage Form. If your policy includes other endorsements in addition to this Commercial Automobile Broad Form Endorsement, and there is a conflict between any of the terms of such endorsement(s) and this Commercial Automobile Broad Form Endorsement, the terms of the other endorsement(s) shall be given priority and control over the terms set forth in this Commercial Automobile Broad Form Endorsement, even if the terms of such other endorsement(s) have the effect of limiting, excluding or reducing the coverage provided under this Commercial Automobile Broad Form Endorsement.

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MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-440

MEETING:	August 8, 2023
TO:	The Board of Supervisors
FROM:	Jeremy Briese, Sheriff
RE:	Approve Budget Action Transferring Funds Within the Sheriff's Office Budgets for Fiscal Year 2023 for Year End Balancing Adjustments $200,000 (4/5ths Vote Required)

RECOMMENDATION AND JUSTIFICATION

Approve Budget Action Transferring Funds Within the Sheriff's Office Budgets for Fiscal Year 2023 for Year End Balancing Adjustments $200,000 (4/5ths Vote Required)

BACKGROUND AND HISTORY OF BOARD ACTIONS

All budget actions over $50,000 must be approved by the board

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If not approved the Sheriff's Office will need to request additional General Fund monies to pay FY23 outstanding bills.

FINANCIAL IMPACT

There is sufficient funding in the Sheriff's Office budget to accommodate this request. There is no impact to the General Fund

ATTACHMENTS

1. **Budget Action**

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District IV Supervisor Wayne Forsythe
SECONDER:	District III Supervisor Danette Toso
AYES:	District II Supervisor Poe, District I Supervisor Smallcombe, District IV Supervisor Forsythe, District V Supervisor Menetrey, District III Supervisor Toso
ABSTAIN:	None

BUDGET ACTION FORM

FUND	DEP/DIV	ACCOUNT	DESCRIPTION	PROJECT	INCREASE	DECREASE
1001	220	80111	Transfer Out			200,000
1001	220	60181	Jail Medical (General Fund)		100,000	
1001	216	60621	County Vehicle Expense		100,000	
3543	401	49101	Transfer In			(200,000)
3543	401	51202	Longevity			200,000
				TOTALS	200,000	200,000

TRANSFER BETWEEN FUNDS					DEBIT	Credit
				TOTALS	0	0

ACTION REQUESTED: (Check all that apply)

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

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

DEPARTMENT HEAD SIGNATURE DATE

AUDITOR SIGNATURE DATE

COUNTY ADMINISTRATIVE OFFICER SIGNATURE DATE

APPROVED BY RES NO. CLERK DATE

DEPARTMENT

AUDITOR'S USE ONLY
BA #

Budget Revision Form Revised 08/2020

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-442

MEETING: August 8, 2023

TO: The Board of Supervisors

FROM: Monica Nielsen, Agricultural Commissioner

RE: Approve Noxious Weed Program Cooperative Agreement No. 23-0094-000-SA for Fiscal Year 2023/2024 and 2024/2025 with the California Department of Food and Agriculture (CDFA); and Authorize the Board of Supervisors Chair to Sign the Agreement. Followed with Discussion and Direction for the Priority of Need for the Noxious Weed Program

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RECOMMENDATION AND JUSTIFICATION

Approve Noxious Weed Program Cooperative Agreement No. 23-0094-000-SA for Fiscal Year 2023/2024 and 2024/2025 with the California Department of Food and Agriculture (CDFA); and Authorize the Board of Supervisors Chair to Sign the Agreement. Followed with Discussion and Direction for the Priority of Need for the Noxious Weed Program

The Noxious Weed Program continues to protect the leading edge of the Sierra National Forest, Stanislaus National Forest, Yosemite National Park, and Mariposa County rangeland by working with our USFS Partners, YNP Partners, and stakeholders. Projects include control and abatement of yellow star thistle, tocalote, and Klamath weed in the Merced River Canyon. Protect forest and rangeland from spread of yellow star thistle, tocalote, and Klamath weed by spot spraying along rights of ways. And continue the cost-share program for the treatment of yellow star thistle, tocalote, and Klamath weed for private property owners who apply.
With unpredictable weather and natural disasters Mariposa County has experienced wildfires, heavy rains, and droughts. This has caused noxious weed seed to spread ultimately increasing the infestation of weeds throughout the county, particularly along the rights of ways. In recent years the priority of the departments noxious weed program has been focused on the cost-share program for private property owners followed by for rights of way treatments.

In 2022, the Mariposa County Department of Agriculture treated 253 acres of private property for the cost share program and treated 49 acres of spot treatment of right of ways. If we treat private property acres first and treat the similar number of acres, we treated in 2022, we may not have the resources to treat right of ways. In 2023, we treated 52.5 acres of private property for the cost share program and treated 126 acres of spot treatment of right of ways for Yellow Star Thistle, Tocalote, and Klamath Weed. If we treat right of ways acres first and treat similar number of acres, we treated in 2023 we may not have the resources to treat private property.

Due to the limited resources, we are requesting discussion and direction for the priority of need for the Noxious Weed Program.

BACKGROUND AND HISTORY OF BOARD ACTIONS

2021/2022 and 2022/2023 Noxious Weed Program agreement was approved by Resolution No. 2021-235

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

By not approving this agreement subvention funds would not be received for the noxious weed program and the program would not be implemented for the proposed fiscal years.

FINANCIAL IMPACT

The subvention amount of $19,520.50 for this agreement was included in the FY 2023/2024 budget revenues however total funds available is $39,041.00.

ATTACHMENTS

1. Noxious Weeds 23-0290-000-SA

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District I Supervisor Rosemarie Smallcombe
SECONDER:	District IV Supervisor Wayne Forsythe
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe
ABSTAIN:	None

State of California, Department of Food and Agriculture
AGREEMENT
GAU-03 (Rev.7/2023)

COOPERATIVE AGREEMENT SIGNATURE PAGE

AGREEMENT NUMBER
23-0290-000-SA

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

STATE AGENCY'S NAME
CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

RECIPIENT'S NAME
COUNTY OF MARIPOSA

2. The Agreement Term is: July 1, 2023 through June 30, 2025

3. The maximum amount of this Agreement is: $39,041.00

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

Exhibit A: Recipient and Project Information	2 Page(s)
Exhibit B: General Terms and Conditions	5 Page(s)
Exhibit C: Payment and Budget Provisions	2 Page(s)
Attachments: Scope of Work and Budget	

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

RECIPIENT

RECIPIENT'S NAME *(Organization's Name)*
COUNTY OF MARIPOSA

BY *(Authorized Signature)* ✍	DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS
Post Office Box 905, Mariposa, CA 95338-0905

STATE OF CALIFORNIA

AGENCY NAME
CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

BY *(Authorized Signature)* ✍	DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

LAURA RODRIGUEZ, STAFF SERVICES MANAGER I, OFFICE OF GRANTS ADMINISTRATION

ADDRESS
1220 N STREET, ROOM 120
SACRAMENTO, CA 95814

CJ

EXHIBIT A

RECIPIENT AND PROJECT INFORMATION

1. CDFA hereby awards an Agreement to the Recipient for the project described herein:
The Recipients work will pertain to control and eradication of noxious and invasive weeds from being established in California and supports local and regional eradication of high priority noxious and invasive weeds as defined in the Food and Agricultural Code Section 7271, 7272 through 7272.5.

Project Title: 2023 Noxious Weed Program

2.The Managers for this Agreement are:

FOR CDFA:		**FOR RECIPIENT:**	
Name:	David Kratville	Name:	Monica Nielsen
Division/Branch:	PHPPS / Integrated Pest Control Branch	Organization:	COUNTY OF MARIPOSA
Address:	1220 N Street	Address:	Post Office Box 905
City/State/Zip:	Sacramento, CA 95814	City/State/Zip:	Mariposa, CA 95338-0905
Phone:	916-201-2588	Phone:	209-742-1408
Email Address:	david.kratville@cdfa.ca.gov	Email Address:	mnielsen@mariposacounty.org

3. The Grant Administrative Contacts for this Agreement are:

FOR CDFA:		**FOR RECIPIENT:**	
Name:	Jennifer Gordon	Name:	Monica Nielsen
Division/Branch:	PHPPS / Integrated Pest Control Branch	Organization:	County of Mariposa
Address:	1220 N Street	Address:	PO Box 905
City/State/Zip:	Sacramento, CA 95814	City/State/Zip:	Mariposa, CA 95338
Phone:	916-262-1102	Phone:	209-966-2075
Email Address:	jennifer.gordon@cdfa.ca.gov	Email Address:	mnielsen@mariposacounty.org

FISCAL CONTACT FOR RECIPIENT (if different from above):
Name:
Organization:
Address:
City/State/Zip:
Phone:
Email Address:

4. RECIPIENT: Please check appropriate box below:
Research and Development (R&D) means all research activities, both basic and applied, and all development activities that are performed by non-Federal entities. The term research also includes

activities involving the training of individuals in research techniques where such activities utilize the same facilities as other R&D activities and where such activities are not included in the instruction function.

This award ☐ does ☒ does not support R&D.

5. For a detailed description of activities to be performed and duties, see Scope of Work and Budget.

EXHIBIT B

GENERAL TERMS AND CONDITIONS

1. **Approval**
   This Agreement is of no force or effect until signed by both parties. The Recipient may not invoice for activities performed prior to the commencement date or completed after the termination date of this Agreement.

2. **Agreement Execution**
   Unless otherwise prohibited by state law, regulation, or Department or Recipient policy, the parties agree that an electronic copy of a signed Agreement, or an electronically signed Agreement, has the same force and legal effect as an Agreement executed with an original ink signature. The term "electronic copy of a signed Agreement" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed Agreement in a portable document format. The term "electronically signed Agreement" means an Agreement that is executed by applying an electronic signature using technology approved by all parties.

3. **Assignment**
   This Agreement is not assignable by the Recipient, either in whole or in part, without the prior consent of the CDFA Agreement Manager or designee in the form of a formal written amendment.

4. **Governing Law**
   This Agreement is governed by and will be interpreted in accordance with all applicable State and Federal laws.

5. **State and Federal Law**
   It is the responsibility of the Recipient to know and understand which State, Federal, and local laws, regulations, and ordinances are applicable to this Agreement and the Project, as described in Exhibit A. The Recipient shall be responsible for observing and complying with all applicable State and Federal laws and regulations. Failure to comply may constitute a material breach.

6. **Recipient Commitments**
   The Recipient accepts and agrees to comply with all terms, provisions, conditions and commitments of the Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by the Recipient in the application, documents, amendments, and communications in support of its request for funding.

7. **Performance and Assurances**
   The Recipient agrees to faithfully and expeditiously perform or cause to be performed all Project work as described in the Scope of Work, and to apply grant funds awarded in this Agreement only to allowable Project costs.

8. **Mutual Liability**
   Parties shall, to the extent allowed by law, each be individually liable for any and all claims, losses, causes of action, judgments, damages, and expenses to the extent directly caused by their officers, agents, or employees.

9. **Unenforceable Provision**
   In the event that any provision of this Agreement is unenforceable or held to be unenforceable, the parties agree that all other provisions of this Agreement shall remain operative and binding.

10. Contractors/Consultants

The Recipient assumes full responsibility for its obligation to pay its Contractors/Consultants. The Recipient is responsible to ensure that any/all contractors/consultants it engages to carry out activities under this Agreement shall have the proper licenses/certificates required in their respective disciplines. The Recipient's use of contractors/consultants shall not affect the Recipient's responsibilities under this Agreement.

11. Non-Discrimination Clause

The Recipient agrees that during the performance of this Agreement, it will not discriminate, harass, or allow harassment or discrimination against any employee or applicant for employment based on race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. The Recipient agrees to require the same of all contractors and consultants retained to carry out the activities under this Agreement.

The Recipient agrees that during the performance of this Agreement, the evaluation and treatment of its employees and applicants for employment are free from discrimination and harassment. The Recipient will comply with the provision*s* of the Fair Employment and Housing Act (Government Code section 12990 *et seq*.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, section 7285 *et seq*.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. The Recipient will give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining unit or other Agreement. The Recipient must include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

The Recipient agrees to require the same of all contractors and consultants retained to carry out activities under this Agreement.

12. Excise Tax

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

13. Disputes

The Recipient must continue with the responsibilities under this Agreement during any dispute. In the event of a dispute, the Recipient must file a "Notice of Dispute" with the CDFA Agreement Manager, identified in Exhibit A, or designee within ten (10) calendar days of discovery of the problem. The Notice of Dispute must contain the Agreement number. Within ten (10) calendar days of receipt of the Notice of Dispute, the CDFA Agreement Manager or designee must meet with the Recipient for the purpose of resolving the dispute. In the event of a dispute, the language contained within this Agreement prevails.

14. Termination for Convenience

This Agreement may be terminated by either party upon written notice. Notice of termination must be delivered to the other party at least thirty (30) calendar days prior to the intended date of termination. Notice of termination does not nullify obligations already incurred prior to the date of termination. In the event of Termination for Convenience of this Agreement by CDFA, CDFA must pay all responsible costs and non-cancellable obligations incurred by the Recipient as of the date of termination.

15. Termination for Cause

Either party may terminate this Agreement for cause in the event of a material breach of this Agreement, provided that the non-breaching party provides written notice of the material breach and ten (10) calendar days to cure the breach. If the breach is not cured to the satisfaction of the non-breaching party within ten (10) calendar days of receipt of notice, this Agreement shall automatically terminate and the CDFA shall reimburse the Recipient for all documented costs incurred up to the date of the notice of termination, including all non-cancellable obligations.

16. Acceptable Failure to Perform

The Recipient shall not be liable for any failure to perform as required by this Agreement, to the extent such failure to perform is caused by any of the following: labor disturbances or disputes of any kind, accidents, or the inability to obtain any required government approval to proceed, civil disorders, acts of aggression, acts of God, energy or other conservation measures, failure of utilities, mechanical breakdowns, materials shortages, disease, pandemics, or similar occurrences.

17. Breach

The parties may be in material breach under this Agreement if they fail to comply with any term of this Agreement, or a party determines that the other party is not implementing the Project in accordance with the provisions of this Agreement, or that a party has failed in any other respect to comply with the provisions of this Agreement. In the event of a material breach, the party identifying the breach shall provide a Notice of Material Breach to the breaching party within fifteen (15) calendar days upon discovery of breach. The breaching party shall have fifteen (15) calendar days from receipt of the notice to notify how it intends to cure the breach. Upon receipt of the proposed cure, the non-breaching party has fifteen (15) days to accept or reject the proposed cure. Upon the non-breaching party's approval of the cure, the breaching party has thirty (30) days to implement the cure. If the breaching party fails to cure the breach within thirty (30) days of the non-breaching party's approval of the cure, the non-breaching party may take the following respective actions:

A. CDFA may suspend payments;
B. CDFA may demand repayment of all funding;
C. Either party may terminate the Agreement
D. CDFA may debar Recipient; or
E. Either party may take any other action deemed necessary to recover costs.

The non-breaching party shall send a Notice of Failure to Cure Material Breach upon its decision to carry out any of these actions. These actions are effective upon issuance of the Notice of Failure to Cure Material Breach, unless the Recipient appeals a Notice of Failure to Cure Material Breach, in which case the effective date falls on the issuance of a final decision on the appeal.

Where CDFA notifies the Recipient of its decision to demand repayment pursuant to this paragraph, the funds that are subject to the demand shall be repaid immediately. CDFA may consider the Recipient's refusal to repay the requested disbursed amount a material breach.

A Notification of Failure to Cure Material Breach may be appealed to CDFA. The appeal must be post marked within ten (10) calendar days of the date the Recipient received the Notice of Failure to Cure and addressed to the CDFA Legal Office of Hearing and Appeals or emailed to CDFA.LegalOffice@cdfa.ca.gov.

California Department of Food and Agriculture
Legal Office of Hearing and Appeals
1220 N Street
Sacramento, CA 95814

All notices, communications, and appeals described in this paragraph must be received in writing to be considered timely.

If CDFA notifies the Recipient of its decision to withhold the entire funding amount from the Recipient pursuant to this paragraph, this Agreement shall terminate upon receipt of such notice by the Recipient and CDFA shall no longer be required to provide funds under this Agreement and the Agreement shall no longer be binding on either party.

18. Publicity and Acknowledgement

The Recipient agrees that it will acknowledge CDFA's support whenever projects funded, in whole or in part, by this Agreement are publicized in any news media, brochures, publications, audiovisuals, presentations or other types of promotional material and in accordance with the Grant Procedures Manual if incorporated by reference and attachment to the Agreement. The Recipients may not use the CDFA logo.

19. News Releases/Public Conferences

The Recipient agrees to notify the CDFA in writing at least two (2) business days before any news releases or public conferences are initiated by the Recipient or its Contractors/Consultants regarding the project described in the Attachments, Scope of Work and Budget and any project results.

20. Scope of Work and Budget Changes

Changes to the Scope of Work, Budget, or the Project term, must be requested in writing to CDFA Grant Administrative Contact no less than thirty (30) days prior to the requested implementation date. Any changes to the Scope of Work and Budget are subject to CDFA approval and, at its discretion, CDFA may choose to accept or deny any changes. If accepted and after negotiations are concluded, the agreed upon changes will be made and become part of this Agreement. CDFA will respond in writing within ten (10) business days as to whether the proposed changes are accepted.

21. Reporting Requirements

The Recipient agrees to comply with all reporting requirements specified in Scope of Work and/or Grant Procedures Manual if incorporated by reference to this Agreement as an attachment.

22. California State Auditor

This Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years after final payment under the Agreement.

23. Equipment

Purchase of equipment not included in the approved Budget requires prior approval. The Recipient must comply with applicable state requirements regarding the use, maintenance, disposition, and reporting of equipment as contained in CCR, Title 3, Division 1, Chapter 5, sections 303, 311, 324.1 and 324.2.

24. Closeout

The Agreement will be closed out after the completion of the Project or project term, receipt and approval of the final invoice and final report, and resolution of any performance or compliance issues.

25. Confidential and Public Records

The Recipient and CDFA understand that each party may come into possession of information and/or data which may be deemed confidential or proprietary by the person or organization furnishing the information or data. Such information or data may be subject to disclosure under the California Public Records Act or the Public Contract Code. CDFA has the sole authority to determine whether the information is releasable. Each party agrees to maintain such information as confidential and notify the other party of any requests for release of the information.

26. Amendments

Changes to funding amount or Agreement term require an amendment and must be requested in writing to the CDFA Agreement Manager or designee no later than sixty (60) calendar days prior to the requested implementation date. Amendments are subject to CDFA approval, and, at its discretion, may choose to accept or deny these changes. No amendments are possible if the Agreement is expired.

27. Executive Order N-6-22 Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate agreements with, and to refrain from entering any new agreements with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Recipient is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Recipient advance written notice of such termination, allowing Recipient at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

EXHIBIT C

PAYMENT AND BUDGET PROVISIONS

1. Invoicing and Payment

A. For activities satisfactorily rendered and performed according to the attached Scope of Work and Budget, and upon receipt and approval of the invoices, CDFA agrees to reimburse the Recipient for actual allowable expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.

B. Invoices must include the Agreement Number, performance period, type of activities performed in accordance with this Agreement, and when applicable, a breakdown of the costs of parts and materials, labor charges, and any other relevant information required to ensure proper invoices are submitted for payment.

C. Unless stated in the Scope of Work, quarterly invoices must be submitted to the CDFA Administrative Contact, within thirty (30) calendar days after the end of each quarter in which activities under this Agreement were performed.

D. Unless stated in the Scope of Work, a final invoice will be submitted for payment no more than thirty (30) calendar days following the expiration date of this Agreement, or after project is complete, whichever comes first. The final invoice must be clearly marked "Final Invoice" thus indicating that all payment obligations of the CDFA under this Agreement have ceased and that no further payments are due or outstanding.

2. Allowable Expenses and Fiscal Documentation

A. The Recipient must maintain adequate documentation for expenditures of this Agreement to permit the determination of the allowability of expenditures reimbursed by CDFA under this Agreement. If CDFA cannot determine if expenditures are allowable under the terms of this Agreement because records are nonexistent or inadequate according to Generally Accepted Accounting Principles, CDFA may disallow the expenditures.

B. If mileage is a reimbursable expense, using a privately-owned vehicle will be at the standard mileage rate established by the United States (U.S.) Internal Revenue Service (IRS) and in effect at the time of travel. The standard mileage rate in effect at the time of travel can be found on IRS's website regardless of funding source/type.

C. If domestic travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. The maximum rates allowable for travel within California are those established by the California Department of Human Resources (CalHR). The maximum rates allowable for domestic travel outside of California are those established by the United States General Services Administration (GSA).

D. If foreign travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. The maximum rates allowable are those established in a per diem supplement to Section 925, Department of State Standardized Regulations.

E. The Recipient will maintain and have available, upon request by CDFA, all financial records and documentation pertaining to this Agreement. These records and documentation will be kept for three (3) years after completion of the Agreement period or until final resolution of any performance/compliance review concerns or litigation claims.

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, California Government Code Title 1, Division 3.6, Part 3, Chapter 4.5, commencing with Section 927 - The California Prompt Payment Act.

4. Budget Contingency Clause

If funding for any fiscal year is reduced or deleted for purposes of this program, the CDFA has the option to either cancel this Agreement with no liability occurring to the CDFA or offer to amend the Agreement to reflect the reduced amount.

Project
Mariposa County Department of Agriculture
5009 Fairgrounds Road, PO BOX 905, Mariposa, CA95338
(209) 966-2075
Grant Manager: Monica Nielsen; mnielsen@mariposacounty.org

I. Project Overview (FAC 7272.5)

Project Goals and Objectives (check all that apply):

- X Increase the profitability and value of crop land and rangeland
- X Decrease the costs of roadside, park, and waterway maintenance
- X Reduce the fire hazard and fire control costs in the state
- X Protect the biodiversity of native ecosystems
- X Maintain the recreational and aesthetic value of open space, recreational, and public areas
- X Increase water supply and flow

Project Activities (check all that apply):

- X Operation of programs by the county agricultural commissioner for control of noxious weeds along county roads and other local government owned property
- ____ Matching funds for control of noxious weeds on city owned streets, parks, rights-of-way, and other public areas
- X Disseminating biological control agents by the county agricultural commissioner for the long-term control of yellow starthistle or other noxious weeds
- X Abatement of noxious weed infestations on land vital to the success of the program

II. Project Plan

Weed Species to be Controlled: *Centaurea melitensis* (tocalote); *Centaurea solstitialis* (yellow starthistle); *Hypericum perforatum* (Klamath weed)(C-Rated); Arrundo donax but not limited to and may include any species listed in CCR 4500.

Methodology: Early detection surveys will be conducted county wide by Mariposa County Agricultural Commissioner (Mariposa CAC) staff. Data points will be located by GPS. GPS points will be collected to assist with future documentations of the populations, locations, and treatment areas. All applicable laws and regulations will be enforced to ensure CEQA compliance. The products which may be used in applications can include: Garlon 4, Milestone, Transline, Accord, and/or other products labeled for the appropriate weed species targeted.

Project 1) Working the leading edge to the Sierra and Stanislaus National Forests and Yosemite National Park. The project tasks will include surveying, treatment, and integrated weed management methods for the following noxious weeds, but is not limited to; *Centaurea melitensis* (tocalote); *Centaurea solstitialis* (yellow starthistle); *Hypericum perforatum* (Klamath weed). Projects will be located within the tree mortality areas and areas that were affected by the Oak Fire 2022, Detwiller Fire 2017, Railroad Fire 2017, Ferguson Fire 2018, and Moc Fire 2020. The surveys will begin with right of ways, county-maintained areas or cost share program applicants (50/50 ratio) within the above affected areas. With special attention will be given to areas that have been used for staging areas for logging activity, PG&E, and firefighting equipment in the areas of Greeley Hill, Midpines, Jerseydale, Ponderosa Basin, and Fish Camp. Several species of noxious weeds were spread by environmental conditions created by the fire and fire control crews moving throughout these locations.

Mariposa CAC contacts landowners that have participated in the cost share program in the prior years. Mariposa CAC staff will conduct surveys and mapping to verify populations of noxious weed species to be controlled. The project would continue a cooperative cost share program with 15-20 private landowners. Mariposa CAC will work with the Sierra National Forest, Stanislaus National Forest, and Yosemite National Park Service in cooperation with surveying and assisting with application on the steep elevations of the Merced River Canyon.

Project 2) Is to control the following invasive weeds but not limited to *Centaurea melitensis* (tocalote); *Centaurea solstitialis* (yellow starthistle); *Hypericum perforatum* (Klamath weed) from encroaching into Mariposa's rangeland. Mariposa CAC staff will conduct surveys and mapping to verify populations of weed species to be controlled. Once targeted populations are determined, staff will use the best integrated management practices to determine the appropriate eradication methods for the weed species. Working with Mariposa County Public Works, Road Division the best integrated pest management practices could include hand pulling, weed whacking, mechanical removal or chemical removal. All areas will be monitored for endangered/ threatened species and all efforts will be made to protect them and their environment. All data collected will be entered into Calflora website/Collector and GPS.

Project 3) Will control one location of Arundo (Arundo donax) in El Portal. This location was previously treated three years ago. This location has been confirmed we will proceed with removed then follow up with treatment. Once treatment is complete this location will be monitored for the next several years to confirm that the Arundo has been abated.

Weed Removal/Control Techniques(s): Removal techniques will be based on the weed species to be controlled, terrain, levels of infestation or any sensitive sites. Methods to be considered will be:hand pulling, mechanical removal or chemical control. Most herbicides will be applied by the contract pest control operator via ATV and backpack sprayer (predominately spot sprays). Application methods used will be depending on the size and location of the infestation. Some applications will be completed by Mariposa CAC under supervision of a QAC. Most applications will be performed by a licensed Pest Control Business. CEQA requirements are met through the categorical exemptions 15307 Actions by Regulatory Agencies for Protection of Natural Resources, 15308 Actions by Regulatory Agencies for Protection of the Environment, and 15333 Small Habitat Restoration Projects. The products which may be used in applications can include: Garlon 4, Milestone, Transline, Accord or other products labeled for the appropriate weed species targeted.

III. Reporting

A mid-year progress a report will be submitted to indicate initial acreage/ miles to be treated, species of noxious weeds, and levels of infestations. Final analysis goals are to determine the species of noxious weed populations, best management practices to control weed species, and effectiveness of eradications methods in practice. Detailed reports will be compiled documenting specific locations, species identified, environmental impact or concerns, removal method/s implemented, and amount of product used if applicable. Maps will be created to determine the spread or regression in areas of concern. Data will be evaluated to help increase the effectiveness in the eradication process in Mariposa County. Mariposa CAC is working with Mariposa Planning Department for a layer in the ERSI GIS software.

Grant recipients will be required to submit a mid-year report to CDFA documenting a visual representation of the project's progress on October 15, 2023, and October 15, 2024.

Final project reports are required 30 days after project completion, no later than July 31, 2025. Final project reports should include detailed information on project results and include photos of field work showing progress (before/after photos).

2023 Noxious Weed Grant Program – Progress Report
State of California
Department of Food and Agriculture

Project Information	
Recipient Organization Name:	
Project Title:	
CDFA Grant Number:	
Recipient's Project Contact	
Name:	
Phone:	
Email:	
Project Report Information	
Report Type:	Progress Report
Reporting Period:	**Start Date:** **End Date:**

Grant Report Items to Consider (check all that apply)

___ Invoice Prepared and Submitted
___ Evidence of CEQA compliance met and sent to CDFA
___ Evidence of work documented sent to CDFA (see details below)

Accomplishments

1. Estimate the total percentage (%) of work completed on this project..... 0%

2. List each Objective in your project. Describe your activities and accomplishments for this reporting period. Add more rows as needed.

#	Objective	Activity and Accomplishment
1		
2		
3		
4		
5		

Challenges and Developments

3. Describe any challenges or delays that occurred during this reporting period and the corrective actions and/or changes to the project as a result. Add more rows as needed.

Challenge	Corrective Action and/or Project Change

4. Describe any positive developments that have occurred outside of the project's original intent that you experienced during this reporting period and any project changes as a result. Add more rows as needed.

Positive Development	Project Change

Work Documented – Weed locations

5. If your County is documenting work in CalFlora can be sent to CDFA by providing a screen shot or email showing receipt of data by CalFlora to CDFA-PDAS at pdas@cdfa.ca.gov.

6. Alternatively, you may send your work files directly to CDFA by submitting through the attached mapping template (include one for each weed species). You may also send your data/shape files directly to CDFA if using this method. Contact CDFA-PDAS at pdas@cdfa.ca.gov if you have questions or need assistance reporting your data.

Other Items/Explanations (if needed)

Include any other items here.

COUNTY LETTERHEAD

SUBMIT MONTHLY TO: CDFA.PHPPS_IPCB_Invoices@cdfa.ca.gov

REMIT PAYMENT TO: (County Information)

STATE OF CALIFORNIA
DEPARTMENT OF FOOD AND AGRICULTURE
INTEGRATED PEST CONTROL BRANCH
1220 N STREET Rm 214
SACRAMENTO CA 95814

Agreement Name:	
Agreement Number:	
Agreement Amount:	

For State Use Only	
Date Approved:	
Approved by:	
Account Code:	
Agreement No.	
Program Code:	
Fiscal Year:	

(Rev. x/xxxx)

Date:	
County:	
Amount Billed to Date	
Invoice #	
Billing Period:	**From:** **To:** (Example: From Jan 1, 20XX To Mar 31, 20XX)

PERSONNEL COSTS

	Employee Name	Classification Title	Hours	Hourly Rate w/o Benefits	Benefit Rate (%)	Salary	Services Performed	Detection vs Non-Detection	# of OT Hours Worked	Indirect Cost (Max 25%)	# of Site Lcts	Acres/ Units	Samples	Total Costs
1														
2														
3														
4														
5														
		TOTALS		0	0	0	0	0		0	0	0.0	0.0		0

OPERATING EXPENSES

	Description (type of supply or expense)	Total Cost
1	Travel****	$0.00
2	Printing	$0.00
3	Postage/Freight	$0.00
4	Miscellaneous Field Supplies	$0.00
5	Miscellaneous Office Supplies	$0.00
6	Contractual Costs (please describe)	$0.00
7	Other Items of expense (please describe)	$0.00
8	Other Items of expense (please describe)	$0.00
	TOTAL OPERATING EXPENSES:	**$0.00**

COMMENTS:

VEHICLE OPERATIONS

	Total Mileage	Mileage Rate ***	Total Cost
County Vehicles	0.00	$0.000	$0.00
State Vehicles	0.00	$0.000	$0.00
Leased Vehicles	0.00	$0.000	$0.00
TOTAL VEHICLE OPERATIONS:			**$0.00**

*** Hourly Rate must include Hourly Wage and Benefit Rate.**

**** Overhead percent is eligible, may fluctuate per county and must not exceed 25%**

***** Mileage rates: County vehicle = Not to exceed $0.655 per mile.**
Per federal audit guidelines, this rate cannot be exceeded.
However, if your county's internal policy uses a lower rate, that rate may be applied.
State-owned vehicle = $0.285 per mile.

****** Not more than 10% of the award may be used for meetings, travel, administration and coordination costs (Refer to page 5 of Noxious Weed Grant Program RFP booklet)**

Noxious Weed Grant Program Budget

County of Mariposa

July 1, 2023 - June 30, 2025

	CDFA Funding	Cost Share
Personnel Services - Weed Control		
Title: Agricultural Commissioner	$0.00	$1,000.00
Title: Agricultural Inspector	$0.00	$3,400.00
Title: Agricultural Inspector	$0.00	$6,500.00
Title: Program Field Assistant	$0.00	$1,100.00
Title: Account Clerk	$0.00	$500.00
Title:	$0.00	$0.00
Subtotal Personnel Exp.	$0.00	$12,500.00
Operating Expenses		
Supplies: (must be itemized)		
Rubber boots 2 pair	$0.00	$60.00
Coveralls 2 pair	$0.00	$60.00
Equipment: (must be itemized)		
	$0.00	$0.00
	$0.00	$0.00
Herbicides: (must be itemized)		
Type: Garlon 3a Amount: 2.5 Gallons Cost: $175	$87.50	$87.50
Type: Milestone Amount: 1 qt Cost: $120	$60.00	$60.00
Type: Amount: Cost:	$0.00	$0.00
Contractor/ Consultant		
PCB Cost Share, right of ways, & county property ($160 acre)	$38,393.50	$32,000.00
	$0.00	$0.00
Mileage for Weed Control $0.625 x (800 Miles)	$500.00	$0.00
Subtotal Operation Exp.	$39,041.00	$32,267.50
Allowable Costs: (Not more than 10% of the award may be used for meetings, travel, administration, and coordination costs - i.e. $42,421 CDFA Funding award total has max of $4,242.10 for all combined)		
Meetings	$0.00	$300.00
Travel	$0.00	$0.00
Administration	$0.00	$300.00
Coordination	$0.00	$300.00
Mileage for Meetings, Training, Coordination $0.625 x (Miles)	$0.00	$0.00
Subtotal	$39,041.00	$45,667.50
Indirect* (Max 25% of Personnel Costs)	$0.00	$0.00
Total	$39,041.00	$45,667.50
Grant Total CDFA Funding	**$39,041.00**	
Grant Total Cost Share	**$45,667.50**	

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING:	August 8, 2023
TO:	The Board of Supervisors
FROM:	Joe Lynch, Director of Health and Human Services
RE:	Receive a Presentation on the Community Assessment for Public Health Emergency Response (CASPER) Survey and Telephone Census Assessing Post-Disaster Needs

---

RECOMMENDATION AND JUSTIFICATION

Receive a presentation on the Community Assessment for Public Health Emergency Response (CASPER) performed in Mariposa County from June 7 to 10, 2023 to assess the impacts of the Oak Fire and Winter Storms of 2023.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Public Health Branch of the Health and Human Services Agency worked with the California Department of Public Health's Emergency Preparedness Team to develop a survey to assess the impact of the Oak Fire and the Winter Storms of 2023. The survey was conducted from 7 to 10 June, 2023. The Community Assessment for Public Health Emergency Response (CASPER) used a systematic sampling process to gather data from throughout the County, with households being sampled from areas that were and were not evacuated. A parallel phone survey was conducted of those who had lost a structure during the Oak Fire.

The results of these surveys will be used to revise the County's Emergency Operations Plan and Recovery Framework.

The County has participated in two previous CASPER surveys focusing on the impacts of the drought. Findings from these were useful in assessing the economic impact of drought and in providing assistance to those impacted by drought.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

No action is required based on this presentation, but the results of the assessment will be used to guide revisions to the County's Emergency Operations Plan and the Recovery Plan.

FINANCIAL IMPACT

None

ATTACHMENTS

1. **2023 Mariposa Community Assessment - BOS Presentation**
2. **CASPER worksheet**

Mariposa County Community Assessment: Impacts of 2022 Oak Fire & 2023 Winter Storms

Asha Choudhury, MD, MPH, MS
California Department of Public Health
Center for Healthy Communities Emergency Preparedness Team

Mariposa County Board of Supervisors Meeting
August 08, 2023

What were the impacts of the 2022 Oak Fire and 2023 Winter Storms?

Community Assessment: 6/7 – 6/10/23

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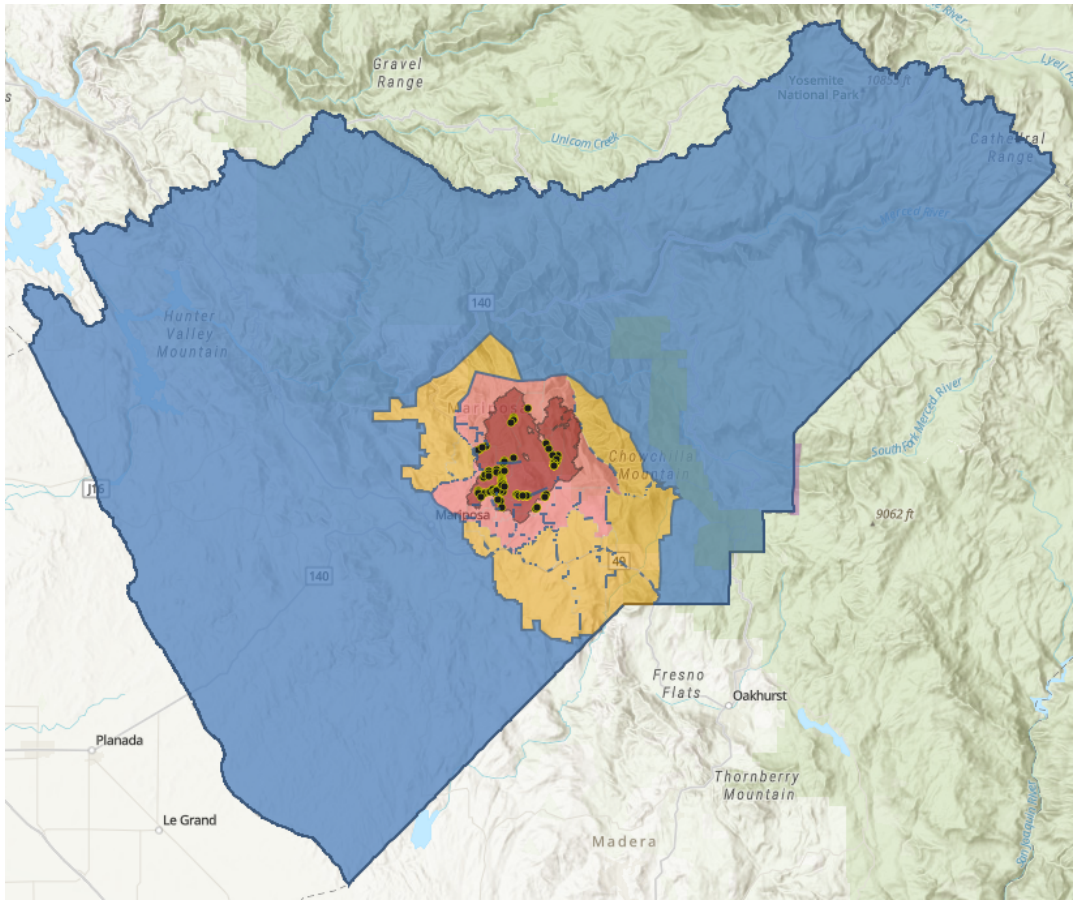

Telephone: We called those with homes destroyed by the Oak Fire.

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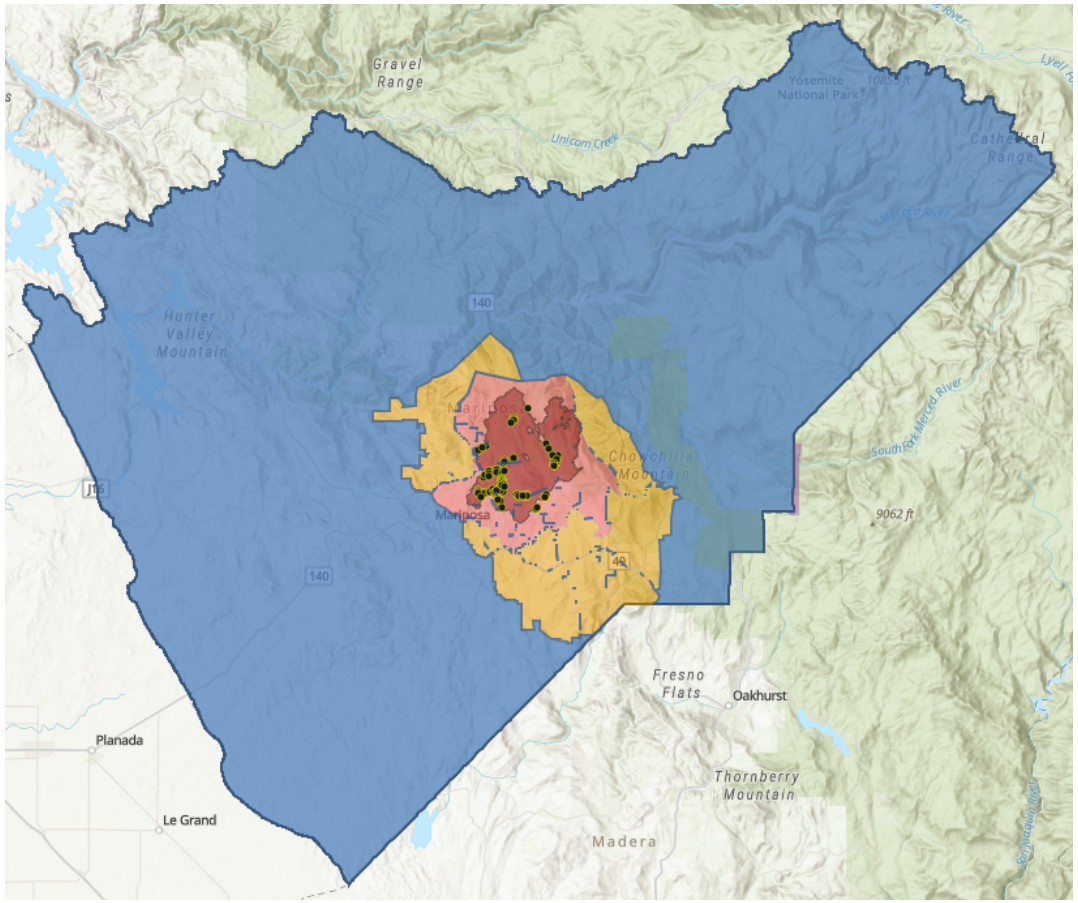

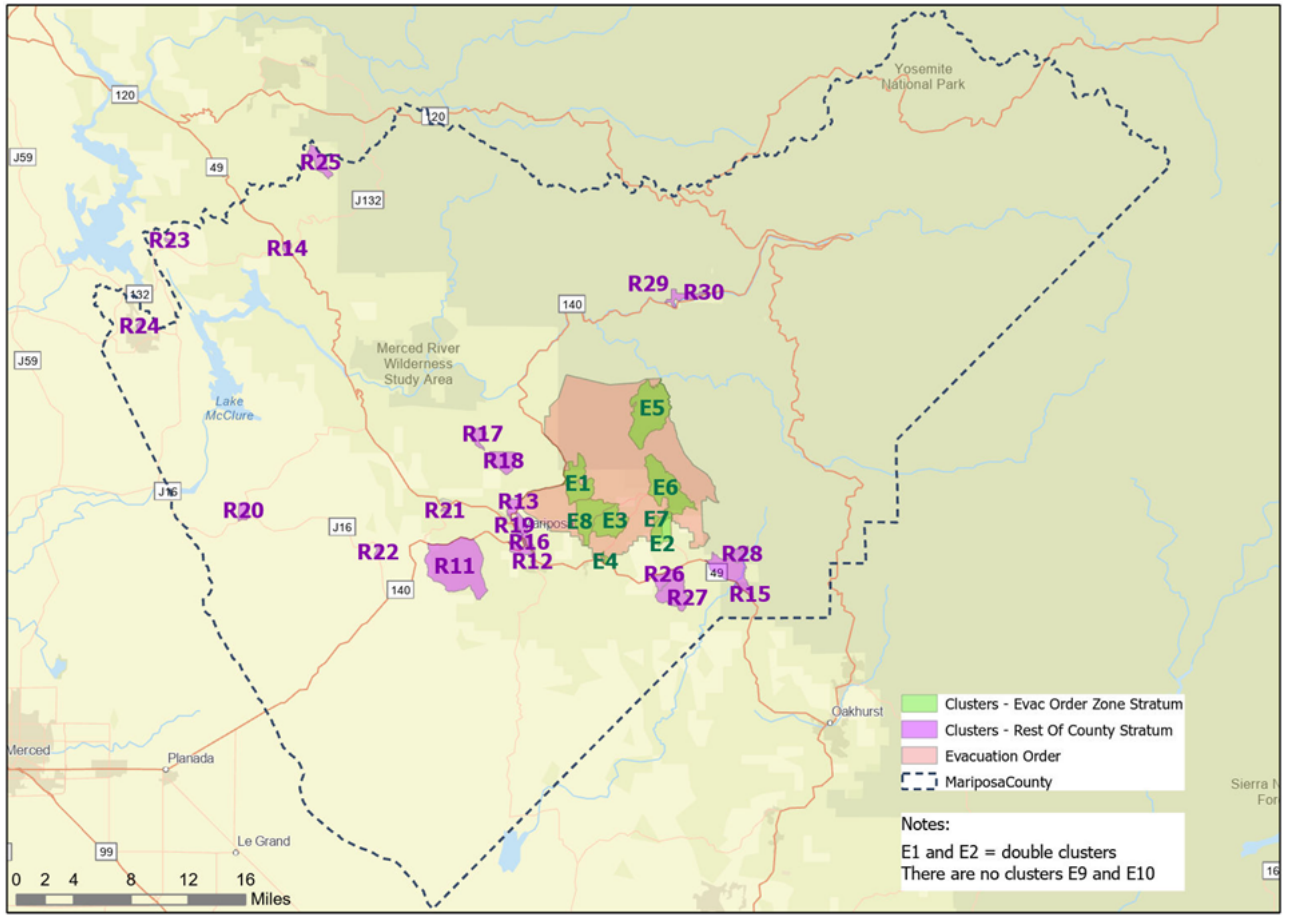

Telephone: We called those with homes destroyed by the Oak Fire.

CASPER: We did door-to-door interviews with randomly selected households.

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Mariposa
CALIFORNIA REPUBLIC

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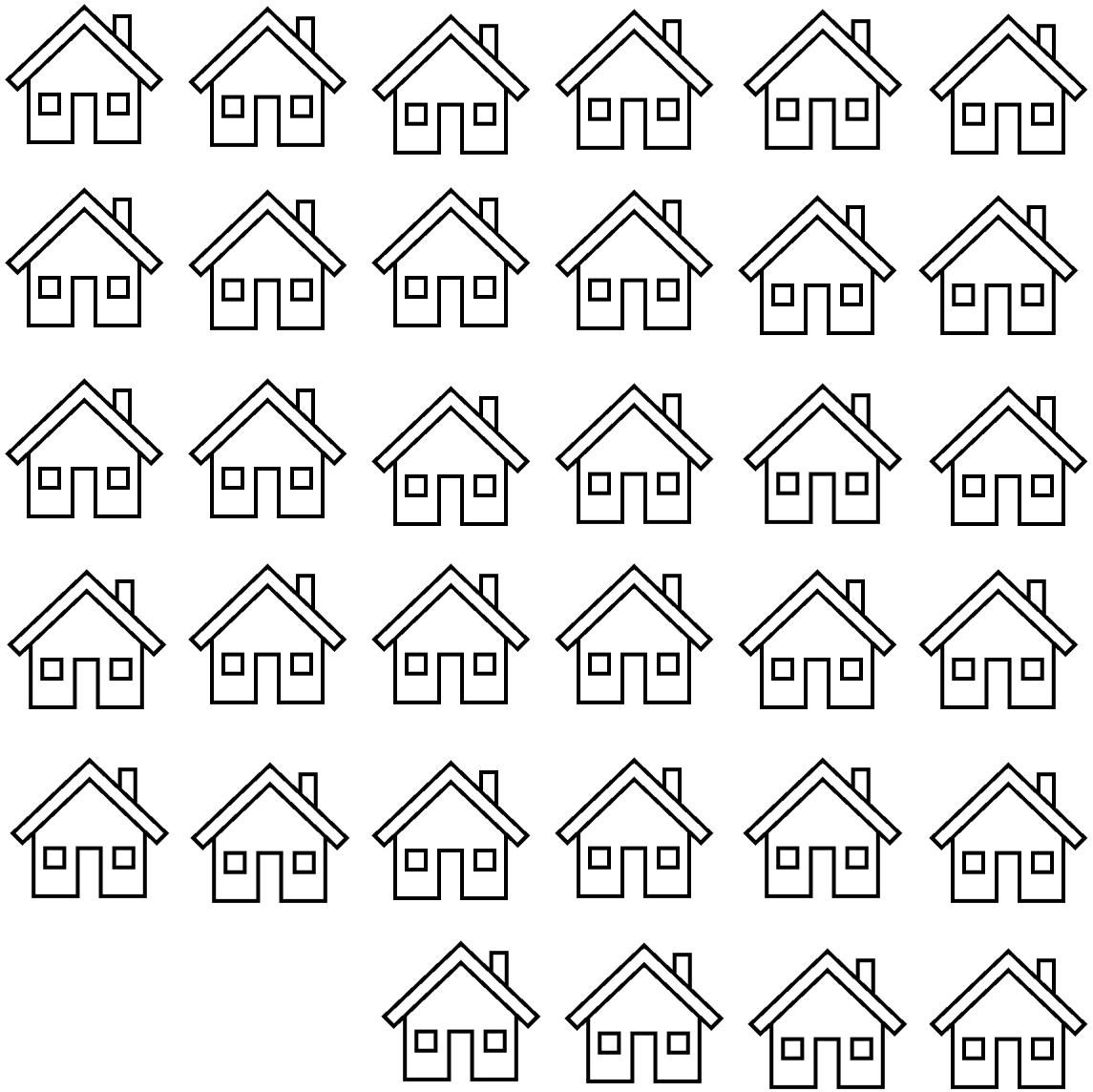
- Years lived in Mariposa County: 0–75
  - Average length = 22 years

Property Impacts – Oak Fire

- 34 households reached by telephone



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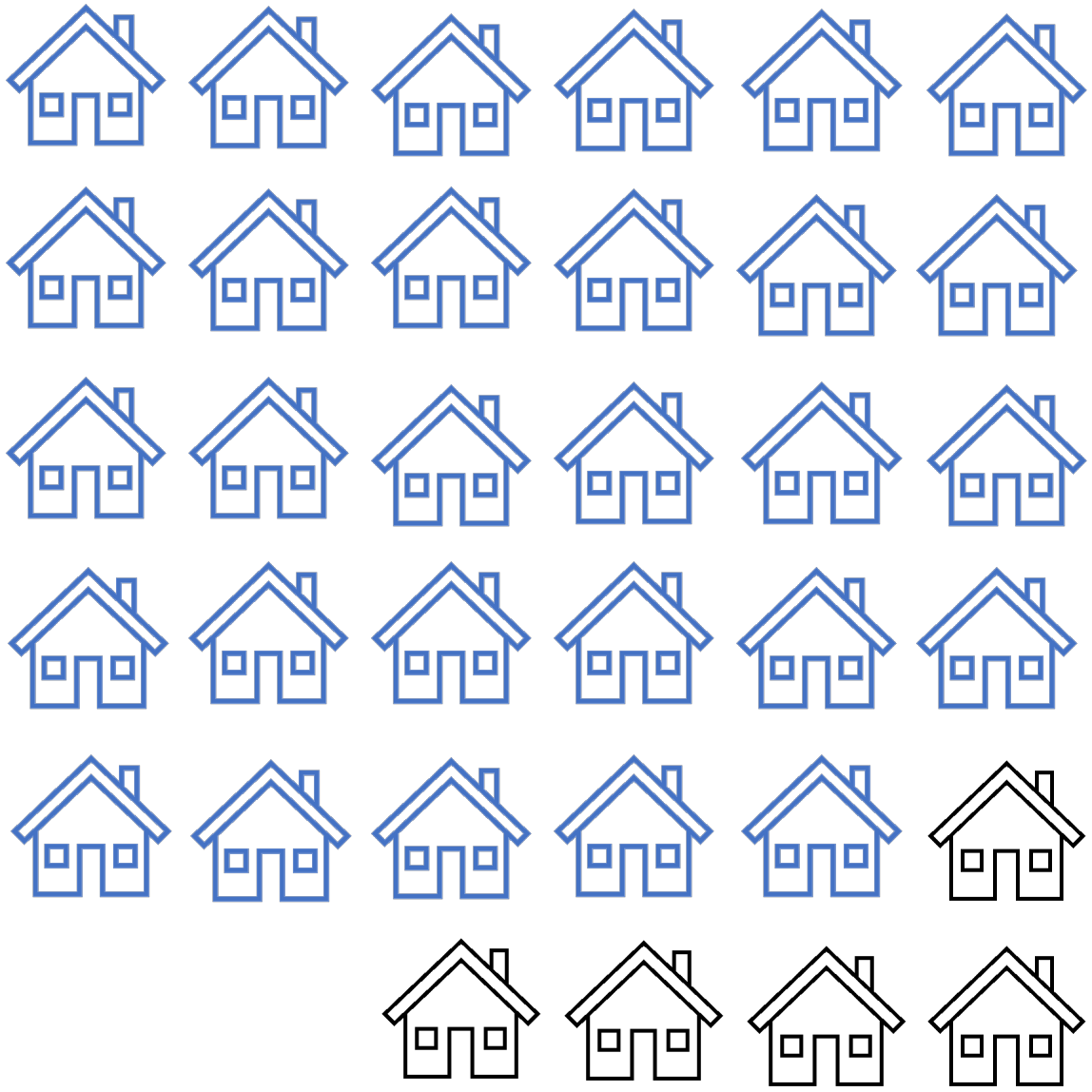

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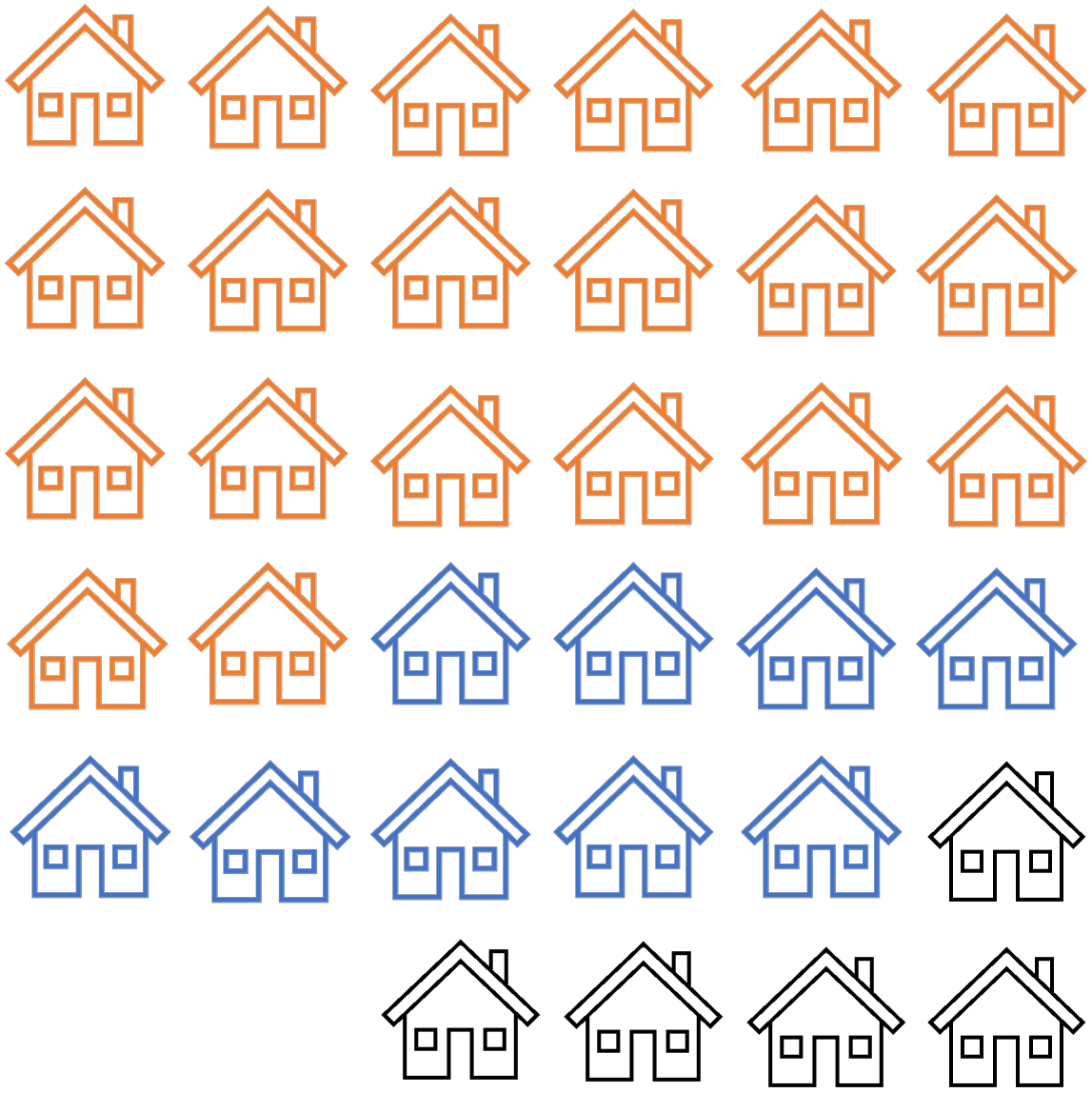

Property Impacts – Winter Storms

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  - telephone (n=17) – range: $1,500 – 750,000, median: $22,000

Insurance & Recovery Resources

• Property/renter's insurance:	84% CASPER	82% telephone
• FAIR Plan	33% CASPER	24% telephone

Insurance & Recovery Resources

- Property/renter's insurance: 84% CASPER 82% telephone
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- Most used resources after Oak Fire:
  - Telephone: case management (91%), gift cards (71%), local assistance center (65%)
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Extreme Weather

- Experience with extreme weather in Mariposa County, aside from 2022 Oak Fire or 2023 Winter Storms:
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  - Extreme weather events – 51%
  - Lack of job opportunities that provide a livable wage – 47%
  - Cost of living / housing – 31%
  - Property insurance – 27%
  - Lack of community support – 19%

Sense of Community

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- “People in my neighborhood are willing to help each other.”
  - Strongly agree: 54% CASPER 74% telephone

- “We feel a sense of belonging to our local community.”
  - Strongly agree: 52% CASPER 50% telephone

RING HILL
SETINA
FD 17
Ford
MPA
FIRE
CA EXEMPT
1534535
MARIPOSA COUNTY

Emergency Planning

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Emergency Communications

- Preferred methods of communicating during emergency:
  - CASPER – Everbridge / NIXLE (81%), official county websites and social media (73%)
  - Telephone – Fire case managers (91%), Everbridge / NIXLE (82%)

Health Impacts

• Worse physical health after Oak Fire:	36% telephone	12% CASPER
• Worse mental health after Oak Fire:	46% telephone	16% CASPER

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Summary and Reflections

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Thank you!

Survey participants

CASPER volunteers

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CDC Foundation

CDC

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- National Center for Environmental Health
- Office of Readiness & Response

California Department of Public Health

- Emergency Preparedness Office
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Mariposa County Board of Supervisors Meeting
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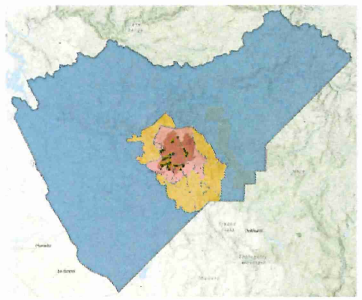

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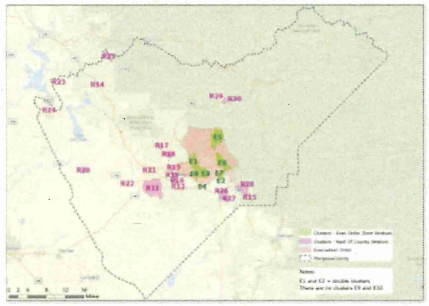

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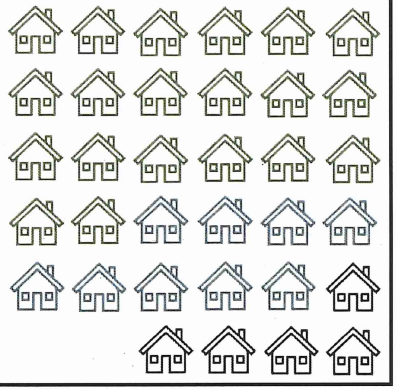

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19

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MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-443

MEETING: August 8, 2023

TO: The Board of Supervisors

FROM: Danielle Bondshu, Clerk of the Board

RE: Discussion and Direction Regarding Appropriate Action, Including Possible Dissolution of Four Committees Prior to their Sunset Dates

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RECOMMENDATION AND JUSTIFICATION

Discussion and Direction Regarding Appropriate Action, Including Possible Dissolution of Four Committees Prior to their Sunset Dates

Per Resolution 22-637, Section 10.2 of the Committee Policy, each committee shall prepare and submit an annual written report to the Board of Supervisors, through the Clerk of the Board by April 1st of each year, beginning in 2023, that includes a summary of their activities and accomplishments during the last year, as well as committee goals and initiatives for the next year.

10.2 A. Each annual report shall minimally include the following information:

A. An overview of the projects/issues/topics considered by the committee in the preceding year;

B. How the projects/issues/topics fall within the committee's purpose;

C. Any issues impeding committee effectiveness; and

D. Goals and objectives for the next year.

B. Committees are at liberty to add additional information to the annual report as they see fit.

10.3 It is the intent of this policy that written reports are communications between the committees and the Board of Supervisors and will, consequently, be written and prepared by the committee members rather than staff.

10.4 Written reports should be submitted to the Clerk of the Board of Supervisors who will schedule and prepare a Board item in coordination with the committee chairperson.

10.5 Committees that do not submit a report by May 1st of each year shall be reviewed by the Board of Supervisors and appropriate action, including dissolution of the committee prior to the sunset date, may be considered. (*SEE ATTACHMENT 1 FOR A LIST OF OUT OF COMPLIANCE COMMITTEES.)*

Staff performed an analysis audit and recommended dissolving each of the following inactive committees:

1) Community Recreation Facility Advisory Committee (Admin); Inactive. Created in 2019. No appointments have been made. It has not met;

2) Housing Rehabilitation and Loan Advisory Board (Admin); no longer needed, there is a new process for the intent of this committee adopted by **Resolution 22-617 -** Business Assistance and Microenterprise Loan Guidelines, including guidelines and case-by-case discussions of terms for loan applicants;

3) Business Assistance/Microenterprise Loan Advisory Board (Admin); no longer needed, there is a

new process for the intent of this committee adopted by **Resolution 22-617 -** Business Assistance and Microenterprise Loan Guidelines, including guidelines and case-by-case discussions of terms for loan applicants;

4) Transportation Center Feasibility Study Citizens Advisory Committee (Public Works); the specified project has been completed.

The status of each of the first three committees was then checked with the Department Head of Administration who administers the respective committees; committee inactivity was confirmed, and the Department Head approved dissolution of the committee(s). The status of the fourth committee was checked with the Department Head of Public Works with no response, although Public Works staff recommended dissolution of the committee.

BACKGROUND AND HISTORY OF BOARD ACTIONS

On April 11, 2023, staff brought an information item to the Board for annual written reports prepared and submitted by each committee. On May 2, 2023, a second opportunity item was prepared by staff to allow additional time for committees to submit their annual written reports, as this was the first year this requirement went into effect.

This is the first discussion and direction item to follow up with committees that did not submit their annual reports since the adoption of the Committee Policy.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

The Board will be unaware of the current and future projects of the committees. The committees will not be in compliance with Resolution 22-637 - Committee Policy.

FINANCIAL IMPACT

None

ATTACHMENTS

1. Sunset Dates - Committee's out of compliance for Annual Report (Attachment 1)

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District I Supervisor Rosemarie Smallcombe
SECONDER:	District IV Supervisor Wayne Forsythe
AYES:	None
ABSTAIN:	None

Policy Specifying Guidelines, Procedures, and Standing Rules for County Advisory Boards

APPENDIX 1 – INITIAL SUNSET DATES

NOTE: COMMITTEE'S BOLDED IN YELLOW HAVE NOT PROVIDED AN ANNUAL REPORT

COMMITTEE	ADMINISTERING DEPARTMENT	INITIAL LENGTH (YEARS)	SUNSET DATE	COMMENT	
1 YEAR					
Community Recreation Facility Advisory Committee	Administration	1	10/31/2023	Inactive. Created in 2019. No appointments made.	Recommend dissolving
Housing Rehabilitation and Loan Advisory Board	Administration	1	11/30/2023	Inactive	Recommend dissolving
Housing Program Advisory Committee	Planning	1	8/31/2023	Inactive	
Surface Mining Technical Advisory Committee	Planning	1	9/30/2023	Inactive	Cannot dissolve
Town of Mariposa Transit Center Feasibility Study Citizens Advisory Committee	Planning	1	10/31/2023	Inactive. Project complete	Recommend dissolving
Yosemite West Planning Advisory Committee	Planning	1	11/30/2023	Inactive	Tied to General Plan
Coulterville Cemetery Ad Hoc Committee	Public Works	1	10/31/2023	No current members. Last apppointment expired on 12-31-2019	
Catheys Valley Cemetery Ad Hoc Committee	Public Works	1	10/31/2023	All committee members current	
Mariposa Town Cemetery Ad Hoc Committee	Public Works	1	11/30/2023	All committee members current	
2 YEARS					
Agricultural Advisory Committee	Planning	2	8/31/2024	Current activity	
Connect Mariposa Advisory Board	Administration	2	8/31/2024	5 vacancy's	
El Portal Planning Advisory Committee	Planning	2	9/30/2024		Tied to General Plan
Fire Advisory Committee	Fire	2	11/30/2024	Currently activite	
Local Child Care Planning Council	HHSA	2	11/30/2024	Currently activite	
Parks and Recreation Commission	Public Works	2	9/30/2024	Currently activite	
Wawona Town Planning Advisory Committee	Planning	2	10/31/2024	Currently activite. 4 vacanc	Tied to General Plan
3 YEARS					
Business Assistance/Microenterprise Loan Advisory Board	Administration	3	8/31/2025	Inactive	Recommend dissolving
Child Care Task Force	Administration	3	8/31/2025	Inactive	
Coulterville Planning Advisory Committee	Planning	3	9/30/2025	Ramping up. 2 vacancy's	

Fish Camp Town Planning Advisory Council	Planning	3	9/30/2025	Currently activite. No vacar	Tied to General Plan	
Greeley Hill Planning Advisory Committee	Planning	3	10/31/2025	Ramping up. 3 vacancy's		
Historic Sites and Records Preservation Commission	Planning	3	10/31/2025	Currently activite. No vacar	Tied to General Plan	
Mariposa County Commission on Aging	HHSA	3	11/30/2025	Currently activite. 6 vacancy's		
Mariposa County Solid Waste AB939 Local Task Force	Public Works	3	11/30/2025	Currently activite. 1 vacancy		
4 YEARS						
Airport Advisory Committee	Public Works	4	11/30/2026	Currently activite		
Behavioral Health Board	Clerk of the Board	4	11/30/2026	Currently activite. 6 vacany's		
Catheys Valley Community Planning Advisory Committee	Planning	4	8/31/2026	Currently activite. 2 vacancy's		
Code Compliance Advisory Committee	Planning	4	11/30/2026	Currently activite. 1 vacancy		
Creative Placemaking Strategy Advisory Committee	Planning	4	9/30/2026	Currently activite. 1 vacancy		
Law Library Trustees	County Counsel/Risk	4	11/30/2026	Currently activite		
Midpines Planning Advisory Committee	Planning	4	9/30/2026	Currently activite. 1 vacanc	Tied to General Plan	
Merced River Trail	Planning	4	10/31/2026	Currently activite. no vacancy's		
COMMITTEES NEEDING APPROVAL BY THE BOS SITTING AS A DIFFERENT ENTITY:						
Air Pollution Control District Hearing Board		APCD		Inactive until necessary	Cannot dissolve	
Coulterville Service Area No. One Advisory Board		CSA-1		3 expired terms		
In-Home Supportive Services Advisory Committee		IHSS Public		Currently activite. 2 vacancy's		
Local Tranportation Commission Technical Advisory Committee		LTC			MOU with Caltrans	
Social Services Transportation Advisory Council		LTC		4 vacancy's.	Cannot dissolve	
Water Agency Advisory Board		Mariposa County Water Agency		No vacancy's		
Yosemite West District Advisory Committee		Yosemite West District Board of Dir		Currently activite. 1 vacancy		
COMMITTEES NOT SUBJECT TO THIS POLICY:						
INTERNAL OR OPERATIONAL COMMITTEES/ENTITIES						
Mariposa County Planning Commission				Currently activite. No vacar	Cannot disolve	
Community Corrections Partnership	Dept: Probation			Under Superior Court pervue		
Disaster Council	Dept: Sheriff				Cannot disolve	
Emergency Medical Care Committee	Dept: HHSA/Health			Currently activite. In process of updating by-laws.		
Mariposa County Safety Committee	Dept: County Counsel/Risk Manager			Currently activite. No vacancy's		

APPEALS BOARDS UNDER THE BOARD OF SUPERVISORS - Function differently than advisory committees						
Medical Services Program Appeal Board	HHSA			Inactive until necessary	Cannot disolve	
Building Deparment Advisory and Appeals Board	Building			Inactive until necessary	Cannot disolve	
Local Enforcement Agency (LEA) Hearing Panel	HHSA/Environmental Health			Inactive until necessary	Cannot disolve	
Wawona Appeals Board	Planning			Inactive until necessary	Cannot disolve	

MARIPOSA COUNTY

Board of Supervisors

MEETING: August 8, 2023

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Discussion and Direction on Fire Inspection Fee Schedule

RECOMMENDATION AND JUSTIFICATION

Discussion and Direction on Fire Inspection Fee Schedule

NBS was contracted to conduct an analysis of the cost of doing fire safety inspections for businesses and residences in Mariposa County. The report outlining their findings is attached.

An initial discussion was conducted on May 2nd. Staff are bringing this back to the Board for discussion and direction prior to submitting a proposed fee schedule for official adoption in September. Modifications proposed in the attached schedule include:

- Do not charge for NON-mandatory inspections and do not conduct them
- Do not charge for transient occupancy rental inspections and do not conduct them because other departments can cover the requirements when completing their inspections.

Consider phasing in remaining fire inspection fees over 2 years.

Attached you will find the NBS study as well as a proposed, modified fire safety inspection fee schedule based on the above recommendations.

In addition, we are attaching the Fee Cost Recovery Policy adopted by the board on October 2, 2018 governing decisions like this. We are attaching it here for public and board review.

BACKGROUND AND HISTORY OF BOARD ACTIONS

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not discuss and miss the opportunity to continue a previous discussion.

FINANCIAL IMPACT

None.

ATTACHMENTS

1. **Fire Fee Study Report NBS**
2. **Mariposa County Fee Policy**
3. **County comparison fee schedule for FD**
4. **Comparison county fee schedules comparable counties to Mariposa county**
5. **Fire Fee Discussion and Direction 8.1.23**

MARIPOSA COUNTY FIRE DEPARTMENT

FIRE PREVENTION PROGRAM

Final Report for:

Fee Study

March 27, 2023

Prepared by:

NBS
helping communities fund tomorrow

nbsgov.com

Corporate Headquarters
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Temecula, CA 92592
Toll free: 800.676.7516

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Cost of Service Analysis (Fee Tables) Appendix A

Fee Comparison Appendix B

1. EXECUTIVE SUMMARY

NBS performed a Fee Study for the Mariposa County Fire Department's Fire Prevention Program. This report presents the Study's findings and recommendations as needed to establish and update various fees for services. Throughout the process, the Study afforded much effort to ensure that not only are the fees and charges reasonable and equitable, but that they also meet industry standards and uphold relevant statutory requirements of the State of California.

California cities, counties, and special districts may impose user and regulatory fees for services and activities they provide through provisions set forth in the State Constitution, Article XIII C § 1. Under this legal framework, a fee may not exceed the reasonable cost of providing the service or performing the activity. Additionally, the fees considered in this Study fall outside of the definition and statutory requirement to impose general taxes, special taxes, and fees as a result of property ownership.

Primary reasons for conducting a Fee Study are twofold: (1) first, to ensure that existing fees do not exceed the costs of service, and (2) second, to provide an opportunity for the Board of Supervisors to re-align fee amounts with localized cost recovery policies.

1.1 Findings

This Study examined user and regulatory fees managed by the County's Fire Prevention Program. The Study identified an estimated $126,000 in eligible costs for recovery from fees for services, compared to approximately $3,000 currently collected each year from fees. The following table provides a summary of the Study's results:

Table 1. Summary of Cost Recovery Outcomes

Annual Estimated Revenues at Current Fee	Annual Estimated Revenues at Full Cost Recovery Fee	Annual Cost Recovery Surplus / Deficit	Existing Cost Recovery Percentage	Annual Estimated Revenues at Recommended Cost Recovery Fee	Recommended Cost Recovery Percentage
$ 3,231	$ 126,132	$ (122,901)	3%	$ 90,782	72%

As shown in Table 1, the County is recovering approximately 3% of the costs associated with providing fee-related services. Should the Board adopt fees at 100% of the full cost recovery amounts determined by this Study, an additional $123,000 in costs could be recovered.

As Section 2.2.3 later explains, there may be local policy considerations that support adopting fees at less than the calculated full cost recovery amount. As such, County staff provided initial recommended fee amounts for the Board's consideration. At initially recommended fee amounts, an additional $91,000 in costs could be recovered, for a cost recovery rate of 72%.

1.2 Report Format

This report documents the analytical methods and data sources used in the Study, presents findings regarding current levels of cost recovery achieved from user and regulatory fees, and discusses initially recommended fee amounts. The report is organized into the following sections:

- Section 2 - General framework, approach, and methodology of the Fee Study.
- Section 3 - Results of the cost of service analysis performed for Fire Prevention services, including: (1) fully burdened hourly rate(s); (2) calculation of the costs of providing service; and, (3) the cost recovery performance of each fee category.
- Section 4 - Conclusions of the analysis provided in the preceding sections.
- Appendices to this report include the detailed fee analysis and a comparison of fees charged by neighboring agencies for similar services.

2. INTRODUCTION AND FUNDAMENTALS

2.1 Scope of Study

The following is a summary of the fees evaluated by this Study:

A. California Fire Code Permits
B. Mandated and/or Annual Occupancy Inspections
C. Development, Plan Review, and Inspection
D. Miscellaneous Fees for Services

The fees examined in this report specifically exclude development impact fees, and any special tax assessments which fall under a different set of statutory and procedural requirements from the body of user and regulatory fees analyzed in this Study. The Study also excludes facility and equipment rental rates, as well as most fines and penalties imposed by the County for violations of its requirements or codes.[1]

2.2 Methods of Analysis

Three phases of analysis were completed for the County:

2.2.1 COST OF SERVICE ANALYSIS

The cost of service analysis is a quantitative effort that compiles the full cost of providing governmental services and activities. There are two primary types of costs considered: direct and indirect costs. Direct costs are those that specifically relate to an activity or service, including the real-time provision of the service. Indirect costs are those that support the provision of services in general but cannot be directly or easily assigned to a singular activity or service.

Components of the full cost of service include direct labor costs, indirect labor costs, specific direct non-labor costs where applicable, allocated non-labor costs, and allocated organization-wide overhead. Definitions of these cost components are as follows:

- **Direct Labor costs –** Salary, wages, and benefits expenses for personnel specifically involved in the provision of fire prevention services and activities to the public.
- **Indirect labor costs –** Personnel expenses supporting the provision of services and activities. This can include line supervision and management, administrative support within a

[1] According to the California Constitution Article XII C § 1 (e) (4) and (5), the County is not limited to the costs of service when charging for entrance to or use of government property, or when imposing fines and penalties.

division/program, and staff involved in technical activities related to the direct services provided to the public.

- **Specific direct non-labor costs –** When applicable, discrete expenses incurred for a specific service or activity performed, such as contractor costs, third-party charges, and very specific materials used in the service or activity.
- **Allocated non-labor costs** – Expenses other than labor involved in the provision of services. In most cases, these costs are allocated across all services provided, rather than directly assigned to fee categories.
- **Allocated indirect organization-wide overhead** – These are expenses, both labor and non-labor, related to agency-wide support services. Support services include general administrative services such as Executive Director, Finance, Human Resources, etc.

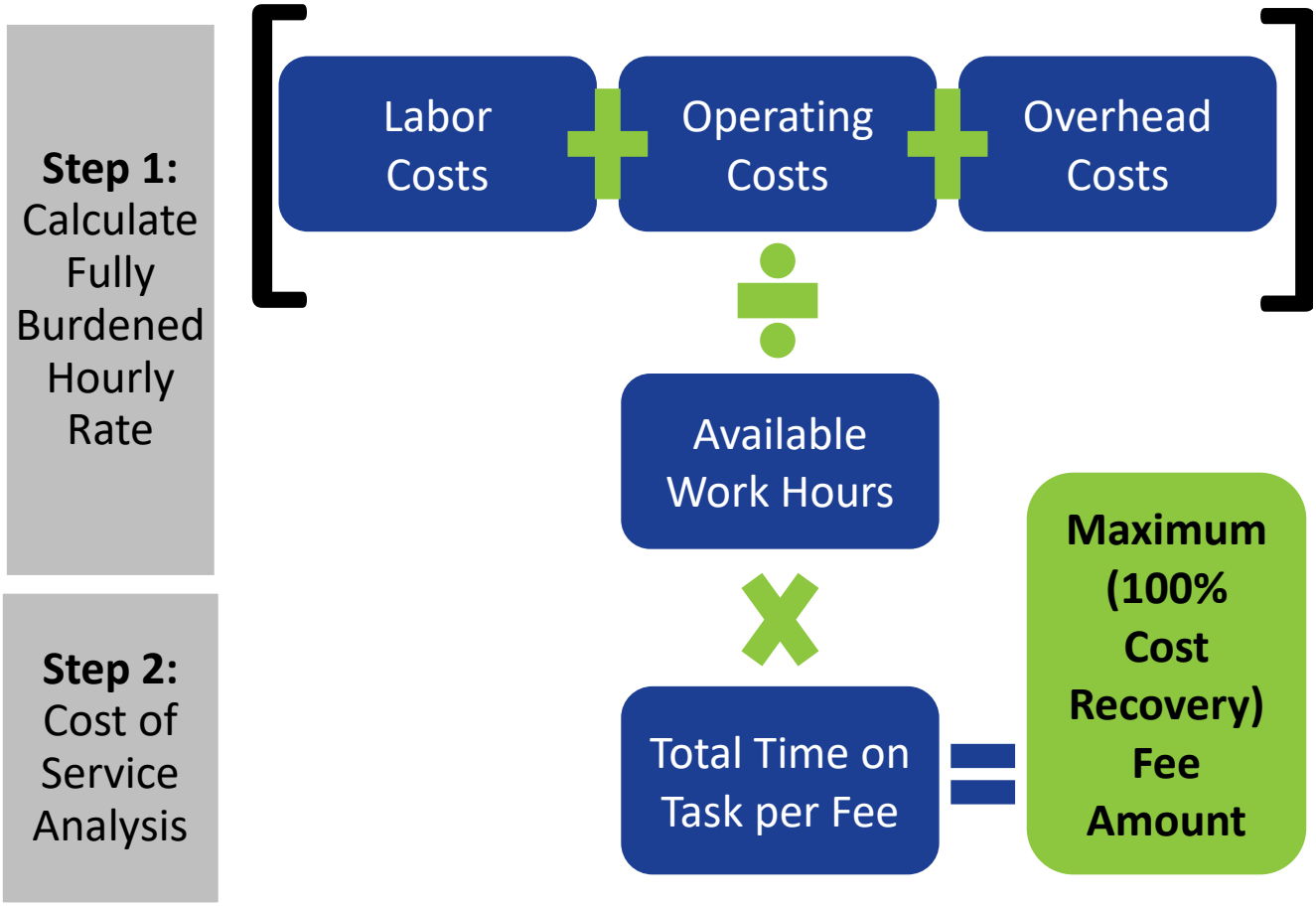
All cost components in this Study use annual (or annualized) figures, representing a twelve-month cycle of expenses incurred in the provision of all services and activities County-wide.

Nearly all the fees reviewed in this Study require specific actions on the part of County staff to provide the service or conduct the activity. Since labor is the primary underlying factor in these activities, the Study expresses the full cost of service as a fully burdened cost per labor hour. NBS calculated a composite, fully burdened, hourly rate for the Fire Prevention Program. This rate serves as the basis for further quantifying the average full cost of providing individual services and activities. Determining the fully burdened labor rate requires two data sets: (1) the full costs of service, and (2) the number of staff hours available to perform those services. NBS derived the hours available based on the complete list of all the Fire Prevention Program employees and/or available service hours of its contracted professionals (where applicable).

The County supplied NBS with the total number of paid labor hours for each employee involved in the delivery of services included in this Study. These available hours represent the amount of productive time available to provide both fee-recoverable and non-fee recoverable services and activities. Available labor hours divided into the annual full costs of service equal the composite, fully burdened, labor rate. Some agencies may also use the resulting rates for purposes other than setting fees, such as calculating the full cost of general services or structuring a cost recovery agreement with another agency or third party.

NBS also assisted the County in estimating the staff time for the services and activities listed in the County's fee schedule. Time tracking records can prove useful in identifying time spent providing general categories of service; however, the County does not systematically track the service time of activities for all individual fee-level services provided. Therefore, NBS also relied on interviews and questionnaires to develop the necessary data sets of estimated labor time. In many cases, the County provided estimates of the average amount of time (in minutes and hours) it took to complete a typical service or activity considered on a per-occurrence basis.

It should be noted that the development of these time estimates was not a one-step process but required careful review by both NBS and the County to assess the reasonableness of such estimates. Based on the results of this review, the County reconsidered its time estimates until all parties were comfortable that the fee models reasonably reflected the average service level provided by the County. Finally, the fully burdened labor rate(s) calculated in earlier steps were applied at the individual fee level time estimates, yielding an average total cost of providing each fee for service or activity. The graphic below provides a visual representation of the steps discussed in this section.



2.2.2 FEE ESTABLISHMENT

The fee establishment process includes a range of considerations, including the following:

- **Addition to and deletion of fees** – The Study provided the County with the opportunity to propose additions and deletions to their current fee schedules, as well as re-name, re-organize, and clarify which fees were to be imposed. Many of these fee revisions allowed for better adherence to current practices, as well as the improvement in the calculation, application, and collection of the fees owed by an individual. Some additions to the fee schedule were simply the identification of existing services or activities performed by County staff for which no fee is currently charged.

- **Revision to the structure of fees** – In most cases, the focus was to re-align the fee amount to match the costs of service and leave the current structure of fees unchanged. However, in several cases, fee categories and fee names had to be simplified or re-structured to increase the likelihood of full cost recovery or to enhance the fairness of how the fee is applied to the various types of fee payers.
- **Documentation of the tools used to calculate special cost recovery –** The County's fee schedule should include the fully burdened hourly rate(s) developed by the Study. Documenting these rates in the fee schedule provides an opportunity for the Board of Supervisors to approve rates for cost recovery under a "time and materials" approach. It also provides clear publication of those rates so that all fee payers can readily reference the basis of any fee amounts. The fee schedule should provide language that supports special forms of cost recovery for activities and services not included in the adopted master fee schedule. In these rare instances, published rates are used to estimate a flat fee or bill on an hourly basis.

2.2.3 COST RECOVERY EVALUATION

The NBS fee model compares the existing fee for each service or activity to the average total cost of service quantified through this analysis. Here are the possible outcomes of the fee analysis:

- Cost recovery rate of 0% - This signifies that there is currently no current recovery of costs from fee revenues (or insufficient information available for evaluation).
- Cost recovery rate of 100% - This means that the fee currently recovers the full cost of service.
- Cost recovery rate between 0% and 100% - This indicates partial recovery of the full cost of service through fees.
- Cost recovery rate greater than 100% - This means that the fee exceeds the full cost of service. User fees and regulatory fees should not exceed the full cost of service.

In all cases, the cost recovery rate achieved by a fee should not be greater than 100%. In most cases, imposing a fee above this threshold could change the definition of the charge from a cost of service-based fee to a tax which has other procedural requirements, such as ballot protest or voter approval.

The next step in the process is for the Board to adopt a "target" level of cost recovery for each fee, established at either 100% or any amount less than the calculated full cost of service. Targets and recommendations reflect discretion on the part of the agency based on a variety of factors, such as existing County policies and agency-wide or departmental revenue objectives, economic goals, community values, market conditions, level of demand, and others.

A general method of selecting an appropriate cost recovery target is to consider the public and private benefits of the service or activity in question, such as:

- To what degree does the public at large benefit from the service?
- To what degree does the individual or entity requesting, requiring, or causing the service benefit?

When a service or activity benefits the public at large, there is generally little to no recommended fee amount (i.e., 0% cost recovery), reinforcing the fact that a service which truly benefits the public is best funded by general resources of the County, such as revenues from the General Fund (e.g., taxes).

Conversely, when a service or activity wholly benefits an individual or entity, the cost recovery is generally closer to or equal to 100% of cost recovery from fees collected from the individual or entity.

In some cases, a strict public-versus-private benefit judgment may not be sufficient to finalize a cost recovery target. Any of the following factors and considerations may influence or supplement the public-versus-private benefit perception of a service or activity:

- If optimizing revenue potential is an overriding goal, is it feasible to recover the full cost of service?
- Will increasing fees result in non-compliance or public safety problems?
- Are there desired behaviors or modifications to behaviors of the service population helped or hindered through the degree of pricing for the activities?
- Does current demand for services support a fee increase without adverse impact to the community served or current revenue levels? In other words, would fee increases have the unintended consequence of driving away the population served?
- Is there a good policy basis for differentiating between the type of user (e.g., residents vs. non-residents, residential vs. commercial, non-profit entities, and business entities)?
- Are there broader County objectives that merit a less than full cost recovery target from fees, such as economic development goals and local social values?

NBS provided the cost of service calculation based on 100% full cost recovery and the framework for the County's use to adjust the amount of cost recovery in accordance with its broader goals as they pertain to code compliance, cost recovery, economic development, and social values.

2.2.4 DATA SOURCES

The following data sources were used to support the cost of service analysis and fee establishment phases of this Study:

- The County's Adopted Budget for Fiscal Year 2021-22
- A complete list of the Fire Prevention Program personnel, salary/wage rates, regular hours, paid benefits, and paid leave amounts provided by the Finance Department
- Prevailing fee schedules
- Annual permit volume data provided by the Fire Prevention Program

The County's adopted budget serves as an important source of information that affects the cost of service results. NBS did not audit or validate the County's financial documents and budget practices, nor was the cost information adjusted to reflect different levels of service or any specific, targeted performance benchmarks. This Study accepts the County's budget as a legislatively adopted directive describing the most appropriate and reasonable level of County spending. NBS consultants accept the Board of Supervisors' deliberative process and the County's budget plan and further assert that through this legislative process, the County has yielded a reasonable and valid expenditure plan to use in setting cost-based fees.

2.2.5 FEE COMPARISON

Appendix B presents the results of the Fee Comparison. Often policy makers request a comparison of fees to surrounding or similar communities. The purpose of a comparison is to provide a sense of the local

market pricing for services, and to use that information to gauge the impact of recommendations for fee adjustments. The following counties were chosen for purposes of comparison: Madera, Merced, Fresno, and Tuolumne. Also, regarding the general approach to, and use of, comparative survey data:

- Comparative surveys do not provide information about the cost recovery policies or procedures inherent in each comparison agency.
- A "market based" decision to price services below the full cost of service calculation, is the same as making a decision to subsidize that service.
- Comparative agencies may or may not base their fee amounts on the estimated and reasonable cost of providing services. NBS did not perform the same level of analysis provided for this Study on the comparative agencies' fees.
- Comparative fee survey efforts are often non-conclusive for many fee categories. Comparison agencies typically use varied terminology for provision of similar services.

In general, NBS reasonably attempts to source each comparison agency's fee schedule from the Internet, and compile a comparison of fee categories and amounts for the most readily comparable fee items that match the client's existing fee structure.

3. FIRE PREVENTION PROGRAM

Fire Prevention is dedicated to maintaining a proactive approach to reducing the risk to lives and property within Mariposa County. Fire Prevention staff primarily perform annual regulatory permitting and inspections of existing businesses and facilities, as well as review and inspection of sprinkler systems, alarm systems, and other development services related requests. Occasionally, Fire Prevention staff also investigates the causes of fires or complaints regarding illegal burning or other hazardous conditions.

3.1 Cost of Service Analysis

For purposes of fee analysis, NBS developed a composite, fully burdened, hourly rate for Fire Prevention services, as shown in Table 2 below:

Table 2. Fully Burdened Hourly Rate

Cost Element	Suppression Services	Prevention Direct Services	Total
Labor	$ 443,270	$ 57,221	$ 500,491
Recurring Non-Labor	2,272,307	20,278	2,292,585
Countywide Overhead	481,097	19,189	500,286
Division Support Activities	-	174,703	174,703
Division Total	**$ 3,196,674**	**$ 271,391**	**$ 3,468,065**
Fully Burdened Hourly Rate	**n/a**	**$ 226**	
Reference: Direct Hours Only	*n/a*	*1,203*	

Section 2.2, *Methods of Analysis,* further describes the types of expenditures and allocated costs considered in the development of the rate. All subsequent cost of service calculations at the individual fee level for the Fire Prevention Program assume a fully burdened hourly rate of **$226**.

Because the Fire Prevention Program is combined within the overall organizational and accounting structure of the Fire Department, this Study also recognizes costs associated with services that are not generally recoverable in user or regulatory fees for service. As shown in Table 2, the total cost of the Fire Department in total is approximately $3.5 million per year for all activities and services provided. $271,000 of costs are associated with the Fire Prevention Direct services, and $3.2 million are for general operations/suppression related services.

3.2 Fee Establishment

The fee schedule established during this Study is comprised mostly of new fees that are not currently charged by the County for fire prevention services. Currently, the County has one fee available for

recovery of Fire Prevention services as pertains to review of building plans and/or sprinkler and alarm permits. However, the Fire Prevention Program is providing a number of services that are typically charged for in other agencies. One of the primary goals of this Study is to provide the Board of Supervisors with the opportunity to implement a fee program that better supports cost recovery for services, in alignment with local policies and industry standards regarding cost recovery.

The fee structure created for the Fire Prevention Program is segregated into four main service categories, as follows:

- **Section A. California Fire Code Permits –** The Fire Prevention Program issues operational permits as required by the California Fire Code. Fees are structured by type of permit or service required.
- **Section B. Mandated and/or Annual Occupancy Inspections –** The Fire Prevention Program inspects certain institutional, commercial, and Residential care occupancies on a periodic basis, as required by State laws. Fees are structured by occupancy type and size.
- **Section C. Development, Plan Review, and Inspection –** The scope of this Study determined the full cost of providing plan review and field inspection services related to construction of new buildings / structures, as well as improvements to existing buildings / structures. Additionally, the Fire Prevention Program also regulates installation and improvement to fire sprinkler and fire alarm systems, underground fire service, fire pump testing and water tank installation.
- **Section D. Miscellaneous Fees for Services –** Includes fees for miscellaneous services such as vacation rental inspections, reinspections, special events, and other activities not covered under previous categories listed.

3.3 Cost Recovery Evaluation

Appendix A presents the results of the detailed cost recovery analysis of fees for the County's Fire Prevention Program. In the Appendix, the "Cost of Service per Activity" column establishes the maximum adoptable fee amount for the corresponding service identified in the "Fee Description" list. The "Existing Cost Recovery Percentage" column indicates how much each fee currently charged by the County is recovering of the costs of providing services. Because the County is not charging many fees for the services it provides, most of the cost recovery percentages for existing services show a 0% recovery rate.

Currently, the Fire Prevention Program in total is recovering approximately 3% of the total annual cost of providing services from fees. As Table 3 shows, the County collects approximately $3,000 per year in revenue at the current fee amounts. At full cost recovery and the same demand level for these services, the County would recover approximately $126,000.

Table 2 above shows that the full cost of providing Fire Prevention Program services is approximately $271,000 per year. It should be noted that the fee program is not targeting recovery of 100% of the total annual cost of providing all prevention related services. The County's Fire Prevention Program also provides services which are, for the most part, supported by general funds of the County such as investigating causes of fires, investigating complaints of illegal burning or other hazardous conditions, hazard abatement, and public education programs. These services should not be expected to achieve cost recovery through the fees for services shown in Appendix A.

Table 3. Summary of Cost Recovery Outcomes

Annual Estimated Revenues at Current Fee	Annual Estimated Revenues at Full Cost Recovery Fee	Annual Cost Recovery Surplus / Deficit	Existing Cost Recovery Percentage	Annual Estimated Revenues at Recommended Cost Recovery Fee	Recommended Cost Recovery Percentage
$ 3,231	$ 126,132	$ (122,901)	3%	$ 90,782	72%

County staff also provided initially recommended fee amounts for each fee for service shown in Appendix A. The recommendations include recovery of 100% for each fee for service except for State-mandated annual inspections for educational facilities, where private school inspections are recommended at a 10% recovery rate and public schools at 0% (no charge). From here, the Board will review and consider this proposal and adopt the appropriate cost recovery levels at or below the initially recommended amounts.

4. CONCLUSION

Based on the outcomes of the Cost of Service Analysis, Fee Establishment, and Cost Recovery Evaluation presented in this Study, the proposed Fire Prevention Program Fee Schedule has been prepared and included in the County's Staff Report for the Board's review and adoption.

As discussed throughout this report, the intent of the proposed fee schedule is to improve the County's recovery of costs incurred to provide individual services, as well as adjust fees where the fees charged exceed the average costs incurred. Predicting the amount to which any adopted fee increases will affect County revenues is difficult to quantify. For the near-term, the County should not count on increased revenues to meet any specific expenditure plan. Experience with the revised fee amounts should be gained first before revenue projections are revised. However, unless there is some significant, long-term change in activity levels at the County, proposed fee amendments should enhance the County's cost recovery performance over time, providing it the ability to stretch other resources further for the benefit of the public at-large.

A fundamental purpose of the fee schedule is to provide clarity and transparency to the public and to staff regarding fees imposed by the County. Once adopted by the Board of Supervisors, the fee schedule is the final word on the amount and method in which fees should be charged and supersedes all previous fee schedules. If it is discovered that the master document is missing certain fees, those fees will eventually need to be added to the master fee schedule and should not exist outside the consolidated, master framework.

The County should consider adjusting these user fees and regulatory fees on an annual basis to keep pace with cost inflation. For all fees and charges, for example, the County could use a Consumer Price Index adjustment that is applied to the new fee schedule. Conducting a comprehensive user fee Study is not an annual requirement, and only becomes worthwhile over time as shifts in organization, local practices, legislative values, or legal requirements result in significant change. Typically, a comprehensive study of this nature is performed approximately every five years.

Disclaimer: In preparing this report and the opinions and recommendations included herein, NBS has relied on a number of principal assumptions and considerations with regard to financial matters, conditions and events that may occur in the future. This information and assumptions, including the County's budgets, time estimate data, and workload information from County staff, were provided by sources we believe to be reliable; however, NBS has not independently verified such information and assumptions. While we believe NBS' use of such information and assumptions is reasonable for the purpose of this report, some assumptions will invariably not materialize as stated herein and may vary significantly due to unanticipated events and circumstances. Therefore, the actual results can be expected to vary from those projected to the extent that actual future conditions differ from those assumed by us or provided to us by others.

APPENDIX A

Cost of Service Analysis

County of Mariposa Fire Department
Fire Prevention Division - User Fee Study FY 22
Estimation of Average Cost of Providing Activities and Services

APPENDIX A

Fee No.	Fee Description	Fee Type/ Unit	Notes	Activity Service Cost Analysis: County Prevention Staff $ 226	Activity Service Cost Analysis: Prevention Contractor / Consultant n/a	Activity Service Cost Analysis: Total Estimated Average Labor Time Per Activity (Hours)	Activity Service Cost Analysis: Cost of Service Per Activity	Cost Recovery Analysis: Current Fee / Deposit	Cost Recovery Analysis: Existing Cost Recovery Percentage	Cost Recovery Analysis: Recomm-ended Fee	Cost Recovery Analysis: Recomm-ended Cost Recovery Percentage	Annual Estimated Revenue Analysis: Estimated Volume of Activity	Annual Estimated Revenue Analysis: Annual Estimated Revenues at Current Fee	Annual Estimated Revenue Analysis: Annual Estimated Revenues at Full Cost Recovery Fee	Annual Estimated Revenue Analysis: Annual Estimated Revenues at Recomm-ended Fee
A. CALIFORNIA FIRE CODE PERMITS															
1	California Fire Code Permits														
	Occupancies with more than two or more fire code permits will receive a full charge for the first permit, and additional permits at 1/4 of hourly rate.														
	First Permit	per permit		1.50	n/a	**1.50**	**$ 339**	New	%	$ 339	100%	10	$ -	$ 3,385	$ 3,385
	Each Additional Permit	per permit		0.25	n/a	**0.25**	**$ 56**	New	%	$ 56	100%	-	$ -	$ -	$ -
B. MANDATED AND/OR ANNUAL OCCUPANCY INSPECTIONS															
	Unless otherwise stated, fees for annual occupancy inspections include one site visit for routine regulatory inspection. Re-inspection fees may apply if findings related to non-compliance occur														
1	State Fire Marshal Regulated Occupancies														
	Commercial Day Care Facility														
	a. 7-50 persons	per year		1.00	n/a	**1.00**	**$ 226**	New	%	$ 226	100%	-	$ -	$ -	$ -
	b. 50+ persons	per year		2.00	n/a	**2.00**	**$ 451**	New	%	$ 451	100%	-	$ -	$ -	$ -
	Residential Care Facilities/Skilled Nursing Facilities Initial Fire Clearance														
	a. 7-25 units	per request		1.00	n/a	**1.00**	**$ 226**	New	%	$ 226	100%	-	$ -	$ -	$ -
	b. 26-100 units	per request		2.00	n/a	**2.00**	**$ 451**	New	%	$ 451	100%	-	$ -	$ -	$ -
	c. 101 or more units	per request		3.00	n/a	**3.00**	**$ 677**	New	%	$ 677	100%	-	$ -	$ -	$ -
	Educational														
	a. Private School	per year		8.81	n/a	**8.81**	**$ 1,988**	New	%	$ 199	10%	6	$ -	$ 11,929	$ 1,193
	b. Public School	per year		8.39	n/a	**8.39**	**$ 1,893**	New	%	$ -	0%	13	$ -	$ 24,614	$ -
	Residential Apartments														
	a. Up to 4 units	per year		2.11	n/a	**2.11**	**$ 476**	New	%	$ 476	100%	-	$ -	$ -	$ -
	b. 5 - 25 Units	per year		3.11	n/a	**3.11**	**$ 702**	New	%	$ 702	100%	7	$ -	$ 4,913	$ 4,913
	c. 26+ Units	per year		4.11	n/a	**4.11**	**$ 928**	New	%	$ 928	100%	4	$ -	$ 3,710	$ 3,710
	Annual Inspection Hotel/Motel														
	a. 7-25 units	per year		2.48	n/a	**2.48**	**$ 560**	New	%	$ 560	100%	8	$ -	$ 4,477	$ 4,477
	b. 26-100 units	per year		4.98	n/a	**4.98**	**$ 1,124**	New	%	$ 1,124	100%	9	$ -	$ 10,115	$ 10,115
	c. 101 or more units	per year		6.98	n/a	**6.98**	**$ 1,575**	New	%	$ 1,575	100%	4	$ -	$ 6,301	$ 6,301
	State Fire Marshal Regulated Occupancy - Health Care and Detention Facilities														
	a. Juvenile hall	per year		2.00	n/a	**2.00**	**$ 451**	New	%	$ 451	100%	1	$ -	$ 451	$ 451
	b. Other	per hour		1.00	n/a	**1.00**	**$ 226**	New	%	$ 226	100%	1	$ -	$ 226	$ 226
2	Other Required Occupancy Inspection (B, M, etc.)	per year		2.00	n/a	**2.00**	**$ 451**	New	%	$ 451	100%	-	$ -	$ -	$ -

Fee No.	Fee Description	Fee Type/ Unit	Notes	Activity Service Cost Analysis: County Prevention Staff $ 226	Activity Service Cost Analysis: Prevention Contractor / Consultant n/a	Activity Service Cost Analysis: Total Estimated Average Labor Time Per Activity (Hours)	Activity Service Cost Analysis: Cost of Service Per Activity	Cost Recovery Analysis: Current Fee / Deposit	Cost Recovery Analysis: Existing Cost Recovery Percentage	Cost Recovery Analysis: Recomm-ended Fee	Cost Recovery Analysis: Recomm-ended Cost Recovery Percentage	Annual Estimated Revenue Analysis: Estimated Volume of Activity	Annual Estimated Revenue Analysis: Annual Estimated Revenues at Current Fee	Annual Estimated Revenue Analysis: Annual Estimated Revenues at Full Cost Recovery Fee	Annual Estimated Revenue Analysis: Annual Estimated Revenues at Recomm-ended Fee
C. DEVELOPMENT, PLAN REVIEW AND INSPECTION															
1	Planning Application Review	per project		3.00	n/a	**3.00**	**$ 677**	$ 100	15%	$ 677	100%	10	$ 1,000	$ 6,770	$ 6,770
	Applies to the following types of applications, as needed: *Administrative Use Permit* *Commercial, Industrial, Manufacturing Plan* *Conditional Use Permit* *General Plan/Zoning Amendment* *Land Division* *Mining* *Revised Map* *Timber Exclusive* *Time Extension* *Use Permit* *Development Agreement*														
2	Building Plan Review / Fire Life Safety Review														
	Fee includes one initial plan review and one back check. Resubmittal fees may apply beyond one back check.														
	a. Processing Fee	per project		2.00	n/a	**2.00**	**$ 451**	New	%	$ 451	100%	20	$ -	$ 9,027	$ 9,027
	b. Plan Check	per project		n/a	Actual Cost; $300.00 Minimum	**n/a**	**Actual Cost; $300.00 Minimum**	New	%	Actual Cost; $300.00 Minimum	%	20	$ -	$ -	$ -
3	Review of Solar Permits	per project		2.00	n/a	**2.00**	**$ 451**	New	%	$ 451	100%	-	$ -	$ -	$ -
4	Cell Tower/Antenna														
	Fee includes one initial plan review and one back check. Resubmittal fees may apply beyond one back check.														
	a. Processing Fee	per project		2.00	n/a	**2.00**	**$ 451**	New	%	$ 451	100%	5	$ -	$ 2,257	$ 2,257
	b. Plan Check	per project		n/a	Actual Cost; $300.00 Minimum	**n/a**	**Actual Cost; $300.00 Minimum**	New	%	Actual Cost; $300.00 Minimum	%	5	$ -	$ -	$ -
5	Building Final Inspection / Fire Life Safety Review	per project		1.50	n/a	**1.50**	**$ 339**	New	%	$ 339	100%	-	$ -	$ -	$ -
	Includes one on-site final inspection. Re-inspections fees for non-compliance may apply.														
6	Fire Alarm System - New Construction														
	Fee Includes one (2) plan reviews, one (1) rough inspection, functional test, battery alert, one (1) battery ring-out/final inspection														
	a. Processing Fee	per project		2.00	n/a	**2.00**	**$ 451**	$ 446	99%	$ 451	100%	5	$ 2,231	$ 2,257	$ 2,257
	b. Plan Review	per project		n/a	$300.00 Minimum	**n/a**	**Actual Cost; $300.00 Minimum**	included above	%	Actual Cost; $300.00 Minimum	%	5	$ -	$ -	$ -
	c. Inspection	per project		1.50	n/a	**1.50**	**$ 339**		0%	$ 339	100%	5	$ -	$ 1,693	$ 1,693
	d. Final Inspection	per project		1.50	n/a	**1.50**	**$ 339**		0%	$ 339	100%	5	$ -	$ 1,693	$ 1,693

Fee No.	Fee Description	Fee Type/ Unit	Notes	Activity Service Cost Analysis: County Prevention Staff $ 226	Activity Service Cost Analysis: Prevention Contractor / Consultant n/a	Activity Service Cost Analysis: Total Estimated Average Labor Time Per Activity (Hours)	Activity Service Cost Analysis: Cost of Service Per Activity	Cost Recovery Analysis: Current Fee / Deposit	Cost Recovery Analysis: Existing Cost Recovery Percentage	Cost Recovery Analysis: Recomm-ended Fee	Cost Recovery Analysis: Recomm-ended Cost Recovery Percentage	Annual Estimated Revenue Analysis: Estimated Volume of Activity	Annual Estimated Revenue Analysis: Annual Estimated Revenues at Current Fee	Annual Estimated Revenue Analysis: Annual Estimated Revenues at Full Cost Recovery Fee	Annual Estimated Revenue Analysis: Annual Estimated Revenues at Recomm-ended Fee
7	Fire Alarm System - Other than New Construction (Modification, Tenant Improvement, etc.)														
	Fee Includes one (2) plan reviews, one (1) rough inspection, functional test, battery alert, one (1) battery ring-out/final inspection														
	a. Processing Fee	per project		2.00	n/a	**2.00**	**$ 451**	New	%	$ 451	100%	-	$ -	$ -	$ -
	b. Plan Review	per project		n/a	$300.00 Minimum	**n/a**	**Actual Cost; $300.00 Minimum**	New	%	Actual Cost; $300.00 Minimum	%	-	$ -	$ -	$ -
	c. Inspection	per project		1.50	n/a	**1.50**	**$ 339**	New	%	$ 339	100%	-	$ -	$ -	$ -
	d. Final Inspection	per project		1.50	n/a	**1.50**	**$ 339**	New	%	$ 339	100%	-	$ -	$ -	$ -
8	Underground System and Water Storage Tank (New Construction)														
	Fee Includes one (2) plan reviews, one (1) inspection of the trench/thrust block and laid pipe, hydro test/flush completed on same visit as trench, and one (1) final inspection														
	a. Processing Fee	per project		1.00	n/a	**1.00**	**$ 226**	New	%	$ 226	100%	-	$ -	$ -	$ -
	b. Plan Review	per project		n/a	$300.00 Minimum	**n/a**	**Actual Cost; $300.00 Minimum**	New	%	Actual Cost; $300.00 Minimum	%	-	$ -	$ -	$ -
	c. Inspection	per project		2.00	n/a	**2.00**	**$ 451**	New	%	$ 451	100%	-	$ -	$ -	$ -
	d. Final Inspection	per project		2.00	n/a	**2.00**	**$ 451**	New	%	$ 451	100%	-	$ -	$ -	$ -
9	Overhead Fire Sprinkler System - New System														
	Fee Includes one (2) plan reviews, one (1) weld inspection, pre-pipe, one(1) rough inspection, hydro test/flush, and one (1) final inspection														
	a. Processing Fee			1.00	n/a	**1.00**	**$ 226**	New	%	$ 226	100%	-	$ -	$ -	$ -
	b. Plan Review			n/a	$300.00 Minimum	**n/a**	**Actual Cost; $300.00 Minimum**	New	%	Actual Cost; $300.00 Minimum	%	-	$ -	$ -	$ -
	c. Inspection			2.00	n/a	**2.00**	**$ 451**	New	%	$ 451	100%	-	$ -	$ -	$ -
	d. Final Inspection			2.00	n/a	**2.00**	**$ 451**	New	%	$ 451	100%	-	$ -	$ -	$ -
10	Overhead Fire Sprinkler System - Tenant Improvement														
	Fee Includes one (2) plan reviews, one (1) weld inspection, pre-pipe, one(1) rough inspection, hydro test/flush, and one (1) final inspection														
	a. Processing Fee	per project		1.00	n/a	**1.00**	**$ 226**	New	%	$ 226	100%	-	$ -	$ -	$ -
	b. Plan Review	per project		n/a	$300.00 Minimum	**n/a**	**Actual Cost; $300.00 Minimum**	New	%	Actual Cost; $300.00 Minimum	%	-	$ -	$ -	$ -
	c. Inspection	per project		1.00	n/a	**1.00**	**$ 226**	New	%	$ 226	100%	-	$ -	$ -	$ -
	d. Final Inspection	per project		1.00	n/a	**1.00**	**$ 226**	New	%	$ 226	100%	-	$ -	$ -	$ -

				Activity Service Cost Analysis				Cost Recovery Analysis				Annual Estimated Revenue Analysis			
Fee No.	Fee Description	Fee Type/ Unit	Notes	County Prevention Staff	Prevention Contractor / Consultant	Total Estimated Average Labor Time Per Activity (Hours)	Cost of Service Per Activity	Current Fee / Deposit	Existing Cost Recovery Percentage	Recomm-ended Fee	Recomm-ended Cost Recovery Percentage	Estimated Volume of Activity	Annual Estimated Revenues at Current Fee	Annual Estimated Revenues at Full Cost Recovery Fee	Annual Estimated Revenues at Recomm-ended Fee
				$ 226	n/a										
11	Fire Pump														
	Fee Includes one (2) plan reviews, one (1) on-site acceptance test/final inspection														
	a. Processing Fee	per project		1.00	n/a	1.00	$ 226	New	%	$ 226	100%	-	$ -	$ -	$ -
	b. Plan Review	per project		n/a	$300.00 Minimum	n/a	Actual Cost; $300.00 Minimum	New	%	Actual Cost; $300.00 Minimum	%	-	$ -	$ -	$ -
	c. Inspection	per project		3.00	n/a	3.00	$ 677	New	%	$ 677	100%	-	$ -	$ -	$ -
	d. Final Inspection	per project		3.00	n/a	3.00	$ 677	New	%	$ 677	100%	-	$ -	$ -	$ -
12	Residential Fire Sprinkler System														
	Fee Includes one (2) plan reviews, one (1) rough inspection, and one (1) final inspection														
	a. Processing Fee	per project		1.00	n/a	1.00	$ 226	New	%	$ 226	100%	-	$ -	$ -	$ -
	b. Plan Review	per project		n/a	$300.00 Minimum	n/a	Actual Cost; $300.00 Minimum	New	%	Actual Cost; $300.00 Minimum	%	-	$ -	$ -	$ -
	c. Inspection	per project		1.00	n/a	1.00	$ 226	New	%	$ 226	100%	-	$ -	$ -	$ -
	d. Final Inspection	per project		1.00	n/a	1.00	$ 226	New	%	$ 226	100%	-	$ -	$ -	$ -
13	Inert Gas, Halon, Carbon Dioxide, Foam, or other Special System														
	Fee Includes one (2) plan reviews, one (1) inspection/final														
	a. Processing Fee	per project		1.00	n/a	1.00	$ 226	New	%	$ 226	100%	-	$ -	$ -	$ -
	b. Plan Review	per project		n/a	$300.00 Minimum	n/a	Actual Cost; $300.00 Minimum	New	%	Actual Cost; $300.00 Minimum	%	-	$ -	$ -	$ -
	c. Inspection	per project		1.00	n/a	1.00	$ 226	New	%	$ 226	100%	-	$ -	$ -	$ -
	d. Final Inspection	per project		1.00	n/a	1.00	$ 226	New	%	$ 226	100%	-	$ -	$ -	$ -
14	Kitchen Hood System														
	Fee Includes one (2) plan reviews, one (1) inspection/final														
	a. Processing Fee	per project		1.00	n/a	1.00	$ 226	New	%	$ 226	100%	-	$ -	$ -	$ -
	b. Plan Review	per project		n/a	$300.00 Minimum	n/a	Actual Cost; $300.00 Minimum	New	%	Actual Cost; $300.00 Minimum	%	-	$ -	$ -	$ -
	c. Inspection	per project		1.00	n/a	1.00	$ 226	New	%	$ 226	100%	-	$ -	$ -	$ -
	d. Final Inspection	per project		1.00	n/a	1.00	$ 226	New	%	$ 226	100%	-	$ -	$ -	$ -
15	Spray Booth														
	Fee Includes one (2) plan reviews, one (1) inspection/final														
	a. Processing Fee	per project		1.00	n/a	1.00	$ 226	New	%	$ 226	100%	-	$ -	$ -	$ -
	b. Plan Review	per project		n/a	$300.00 Minimum	n/a	Actual Cost; $300.00 Minimum	New	%	Actual Cost; $300.00 Minimum	%	-	$ -	$ -	$ -
	c. Inspection	per project		1.00	n/a	1.00	$ 226	New	%	$ 226	100%	-	$ -	$ -	$ -
	d. Final Inspection	per project		1.00	n/a	1.00	$ 226	New	%	$ 226	100%	-	$ -	$ -	$ -

				Activity Service Cost Analysis				Cost Recovery Analysis				Annual Estimated Revenue Analysis			
Fee No.	Fee Description	Fee Type/ Unit	Notes	County Prevention Staff	Prevention Contractor / Consultant	Total Estimated Average Labor Time Per Activity (Hours)	Cost of Service Per Activity	Current Fee / Deposit	Existing Cost Recovery Percentage	Recomm-ended Fee	Recomm-ended Cost Recovery Percentage	Estimated Volume of Activity	Annual Estimated Revenues at Current Fee	Annual Estimated Revenues at Full Cost Recovery Fee	Annual Estimated Revenues at Recomm-ended Fee
				$ 226	n/a										
16	Above or Below Ground Storage Tanks	per permit		2.00	n/a	**2.00**	**$ 451**	New	%	$ 451	100%	-	$ -	$ -	$ -
	Fee Includes one (2) plan reviews, one (1) inspection/final														
D. MISCELLANEOUS FEES FOR SERVICES															
1	Vacation Rental Inspection	per permit		1.79	n/a	**1.79**	**$ 404**	New	%	$ 404	100%	80	$ -	$ 32,316	$ 32,316
2	Special Event Application Review, Plan Review and Inspection														
	a. Initial Application Review	per event		0.33	n/a	**0.33**	**$ 74**	New	%	$ 74	100%	-	$ -	$ -	$ -
	b. Tents / Temporary Membrane Structure Inspections - less than 100 tents/structures	per event		1.00	n/a	**1.00**	**$ 226**	New	%	$ 226	100%	-	$ -	$ -	$ -
	c. Tents / Temporary Membrane Structure Inspections - more than 100 tents/structures	per event		2.00	n/a	**2.00**	**$ 451**	New	%	$ 451	100%	-	$ -	$ -	$ -
	d. Support provided during event	per hour		1.00	n/a	**1.00**	**$ 226**	New	%	$ 226	100%	-	$ -	$ -	$ -
3	PRC 4290 Hazardous Exception Request or Business Inspection (Commercial)	per request		1.50	n/a	**1.50**	**$ 339**	New	%	$ 339	100%	-	$ -	$ -	$ -
4	PRC 4291 Fuel Reduction Clearance	per request		1.50	n/a	**1.50**	**$ 339**	New	%	$ 339	100%	-	$ -	$ -	$ -
5	Occupant Load Calculation	per request		1.00	n/a	**1.00**	**$ 226**	New	%	$ 226	100%	-	$ -	$ -	$ -
6	Plan Check Resubmittal/Back Check	per submittal		1.00	n/a	**1.00**	**$ 226**	New	%	$ 226	100%	-	$ -	$ -	$ -
7	Re-Inspection	per inspection		1.00	n/a	**1.00**	**$ 226**	New	%	$ 226	100%	-	$ -	$ -	$ -
8	After Hours Plan Review/Inspection (Overtime)	per hour		1.00	n/a	**1.00**	**$ 238**	New	%	$ 238	100%	-	$ -	$ -	$ -
9	Services otherwise not listed above	hourly/actual cost		1.00	n/a	**1.00**	**$ 226**	New	%	$ 226	100%	-	$ -	$ -	$ -
TOTAL													**$ 3,231**	**$ 126,132**	**$ 90,782**

[Notes]

APPENDIX B

Fee Comparison

County of Mariposa Fire Department						Comparison Agencies			
Fee No.	**Fee Name**	**Fee Unit / Type**	**Notes**	**Current Fee**	**Full Cost Recovery**	**Madera County**	**Merced County**	**Fresno County**	**Tuolumne County**
FIRE INSPECTION SERVICES									
A. CALIFORNIA FIRE CODE PERMITS									
1	California Fire Code Permits								
	Occupancies with more than two or more fire code permits will receive a full charge for the first permit, and additional permits at 1/4 of hourly rate.								
	First Permit	per permit		New	$ 339	*no comparison*	$170 - $340	*no comparison*	*no comparison*
	Each Additional Permit	per permit		New	$ 56				
B. MANDATED AND/OR ANNUAL OCCUPANCY INSPECTIONS									
	Unless otherwise stated, fees for annual occupancy inspections include one site visit for routine regulatory inspection. Re-inspection fees may apply if findings related to non-compliance occur								
1	State Fire Marshal Regulated Occupancies								
	Commercial Day Care Facility								
	a. 7-50 persons	per year		New	$ 226	Community Care Licensing Inspection $50	$ 50	*no comparison*	1-6 persons: $86.75 7-49 persons: $130 50-149 persons: $173 150 + persons: $347
	b. 50+ persons	per year		New	$ 451				
	Residential Care Facilities/Skilled Nursing Facilities Initial Fire Clearance								
	a. 7-25 units	per request		New	$ 226	Community Care Licensing Inspection $50	*no comparison*	*no comparison*	Residential Care Facility 1-6 beds: $86.75 7-25 beds: $173 26-100 beds: $302.50 101-300 beds: $433.75 301+ beds: $520.50 Skilled Nursing 7-25 beds: $173 26-100 beds: $302.50 101-300 beds: $433.75 301+ beds: $520.50 Hospital: $691.50
	b. 26-100 units	per request		New	$ 451				
	c. 101 or more units	per request		New	$ 677				
	Educational								
	a. Private School	per year		New	$ 1,988	*no comparison*	$50 or $100	*no comparison*	1-99 students: $130 100-199 students: $260.25 200+ students: $389
	b. Public School	per year		New	$ 1,893	*no comparison*		*no comparison*	*no comparison*

County of Mariposa Fire Department						Comparison Agencies			
Fee No.	**Fee Name**	**Fee Unit / Type**	**Notes**	**Current Fee**	**Full Cost Recovery**	**Madera County**	**Merced County**	**Fresno County**	**Tuolumne County**
	Residential Apartments								
	a. Up to 4 units	per year		New	$ 476	*no comparison*	Large: $509 Medium: $379 Small: $170	Multi-family Dwelling Inspections: $224	up to 4 units: $86.75 5-25 units: $173 26-100 units: $302.50 101-300 units: $433.75 301+ units: $520.50
	b. 5 - 25 Units	per year		New	$ 702				
	c. 26+ Units	per year		New	$ 928				
	Annual Inspection Hotel/Motel								
	a. 7-25 units	per year		New	$ 560	*no comparison*	*no comparison*	*no comparison*	7-25 units: $260 26-100 units: $347 101-300 units: $433.75 301+ units: $520.50
	b. 26-100 units	per year		New	$ 1,124				
	c. 101 or more units	per year		New	$ 1,575				
	State Fire Marshal Regulated Occupancy - Health Care and Detention Facilities								
	a. Juvenile hall	per year		New	$ 451	*no comparison*	*no comparison*	*no comparison*	$ 260
	b. Other	per hour		New	$ 226				
2	Other Required Occupancy Inspection (B, M, etc.)	per year		New	$ 451	Business Inspection $139	*no comparison*	*no comparison*	*no comparison*
C. DEVELOPMENT, PLAN REVIEW AND INSPECTION									
1	Planning Application Review	per project		$ 100	$ 677	*no comparison*	*no comparison*	*no comparison*	*no comparison*
	Applies to the following types of applications, as needed: *Administrative Use Permit* *Commercial, Industrial, Manufacturing Plan* *Conditional Use Permit* *General Plan/Zoning Amendment* *Land Division* *Mining* *Revised Map* *Timber Exclusive* *Time Extension* *Use Permit* *Development Agreement*								
2	Building Plan Review / Fire Life Safety Review								
	Fee includes one initial plan review and one back check. *Resubmittal fees may apply beyond one back check.*								
	a. Processing Fee	per project		New	$ 451	*no comparison*	$182 first hr./ variable	*no comparison*	*no comparison*
	b. Plan Check	per project		New	Actual Cost; $300.00 Minimum				
3	Review of Solar Permits	per project		New	$ 451	*no comparison*	*no comparison*	*no comparison*	$ 260
4	Cell Tower/Antenna								
	Fee includes one initial plan review and one back check. *Resubmittal fees may apply beyond one back check.*								
	a. Processing Fee	per project		New	$ 451	*no comparison*	*no comparison*	*no comparison*	*no comparison*
	b. Plan Check	per project		New	Actual Cost; $300.00 Minimum				

County of Mariposa Fire Department						Comparison Agencies			
Fee No.	**Fee Name**	**Fee Unit / Type**	**Notes**	**Current Fee**	**Full Cost Recovery**	**Madera County**	**Merced County**	**Fresno County**	**Tuolumne County**
5	Building Final Inspection / Fire Life Safety Review	per project		New	$ 339	Inspection : $139 Inspection (additional): $139	Life Safety: $100	Facilities, New Business, License Inspection, Life safety: $92	$ 260
	Includes one on-site final inspection. Re-inspections fees for non-compliance may apply.								
6	Fire Alarm System - New Construction								
	Fee Includes one (2) plan reviews, one (1) rough inspection, functional test, battery alert, one (1) battery ring-out/final inspection								
	a. Processing Fee	per project			$ 451				
	b. Plan Review	per project		$ 446	Actual Cost; $300.00 Minimum	$ 412	$ 509	$ 724	$ 521
	c. Inspection	per project			$ 339				
	d. Final Inspection	per project			$ 339				
7	Fire Alarm System - Other than New Construction (Modification, Tenant Improvement, etc.)								
	Fee Includes one (2) plan reviews, one (1) rough inspection, functional test, battery alert, one (1) battery ring-out/final inspection								
	a. Processing Fee	per project		New	$ 451				
	b. Plan Review	per project		New	Actual Cost; $300.00 Minimum	$ 412	*no comparison*	$ 257	$ 521
	c. Inspection	per project		New	$ 339				
	d. Final Inspection	per project		New	$ 339				
8	Underground System and Water Storage Tank (New Construction)	per project		New	$ -				
	Fee Includes one (2) plan reviews, one (1) inspection of the trench/thrust block and laid pipe, hydro test/flush completed on same visit as trench, and one (1) final inspection								
	a. Processing Fee	per project		New	$ 226	Underground Fire Main Permit: (2 hour Hydrostatic Test and Flush): $412	Plan Review/ Inspection of Underground tanks: $191	$ 811	*no comparison*
	b. Plan Review	per project		New	Actual Cost; $300.00 Minimum		Review/ Inspection of Water Storage Tank: $181 first hr./variable		
	c. Inspection	per project		New	$ 451				
	d. Final Inspection	per project		New	$ 451				

County of Mariposa Fire Department						Comparison Agencies			
Fee No.	**Fee Name**	**Fee Unit / Type**	**Notes**	**Current Fee**	**Full Cost Recovery**	**Madera County**	**Merced County**	**Fresno County**	**Tuolumne County**
9	Overhead Fire Sprinkler System - New System								
	Fee Includes one (2) plan reviews, one (1) weld inspection, pre-pipe, one(1) rough inspection, hydro test/flush, and one (1) final inspection								
	a. Processing Fee			New	$ 226	Non-Res: (52k per sq.ft. per riser): $674	Commercial Fire Sprinkler: $679 first 5hrs / variable	20 or fewer heads: $991 21 - 100 heads: $1,035 101-300 heads: $1079 addt'l heads > 300: $2.06 ea.	$ 1,114
	b. Plan Review			New	Actual Cost; $300.00 Minimum				
	c. Inspection			New	$ 451				
	d. Final Inspection			New	$ 451				
10	Overhead Fire Sprinkler System - Tenant Improvement								
	Fee Includes one (2) plan reviews, one (1) weld inspection, pre-pipe, one(1) rough inspection, hydro test/flush, and one (1) final inspection								
	a. Processing Fee	per project		New	$ 226	$ 331	*no comparison*	$ 782	$ 1,114
	b. Plan Review	per project		New	Actual Cost; $300.00 Minimum				
	c. Inspection	per project		New	$ 226				
	d. Final Inspection	per project		New	$ 226				
11	Fire Pump								
	Fee Includes one (2) plan reviews, one (1) on-site acceptance test/final inspection								
	a. Processing Fee	per project		New	$ 226	$ 551	*no comparison*	$ 449	$ 521
	b. Plan Review	per project		New	Actual Cost; $300.00 Minimum				
	c. Inspection	per project		New	$ 677				
	d. Final Inspection	per project		New	$ 677				
12	Residential Fire Sprinkler System								
	Fee Includes one (2) plan reviews, one (1) rough inspection, and one (1) final inspection								
	a. Processing Fee	per project		New	$ 226	$ 371	*no comparison*	$ 663	*no comparison*
	b. Plan Review	per project		New	Actual Cost; $300.00 Minimum				
	c. Inspection	per project		New	$ 226				
	d. Final Inspection	per project		New	$ 226				

County of Mariposa Fire Department						Comparison Agencies			
Fee No.	**Fee Name**	**Fee Unit / Type**	**Notes**	**Current Fee**	**Full Cost Recovery**	**Madera County**	**Merced County**	**Fresno County**	**Tuolumne County**
13	Inert Gas, Halon, Carbon Dioxide, Foam, or other Special System								
	Fee Includes one (2) plan reviews, one (1) inspection/final								
	a. Processing Fee	per project		New	$ 226				
	b. Plan Review	per project		New	Actual Cost; $300.00 Minimum	*no comparison*	*no comparison*	$ 483	$ 607
	c. Inspection	per project		New	$ 226				
	d. Final Inspection	per project		New	$ 226				
14	Kitchen Hood System								
	Fee Includes one (2) plan reviews, one (1) inspection/final								
	a. Processing Fee	per project		New	$ 226				
	b. Plan Review	per project		New	Actual Cost; $300.00 Minimum	$ 371	$ 382	$ 483	$ 607
	c. Inspection	per project		New	$ 226				
	d. Final Inspection	per project		New	$ 226				
15	Spray Booth								
	Fee Includes one (2) plan reviews, one (1) inspection/final								
	a. Processing Fee	per project		New	$ 226				
	b. Plan Review	per project		New	Actual Cost; $300.00 Minimum	*no comparison*	*no comparison*	$ 439	*no comparison*
	c. Inspection	per project		New	$ 226				
	d. Final Inspection	per project		New	$ 226				
16	Above or Below Ground Storage Tanks	per permit		New	$ 451	*no comparison*	Above ground Liquid Bulk Tanks: $382 Underground Tanks: $191	$ 439	*no comparison*
	Fee Includes one (2) plan reviews, one (1) inspection/final								
D. MISCELLANEOUS FEES FOR SERVICES									
1	Vacation Rental Inspection	per permit		New	$ 404	*no comparison*	*no comparison*	*no comparison*	$ 87
2	Special Event Application Review, Plan Review and Inspection								
	a. Initial Application Review	per event		New	$ 74				Carnivals, Fairs, Special Events: $347 Temporary Membrane Structures 400-1,499 sq ft.: $347 1,500-2,999 sq.ft.: $433.75 3,000-5,999 sq.ft.: $520 6,000 + sq.ft.: $607.25
	b. Tents / Temporary Membrane Structure Inspections - less than 100 tents/structures	per event		New	$ 226	*no comparison*	*no comparison*	*no comparison*	
	c. Tents / Temporary Membrane Structure Inspections - more than 100 tents/structures	per event		New	$ 451				
	d. Support provided during event	per hour		New	$ 226				

County of Mariposa Fire Department
Fire Prevention Division - User Fee Study FY 22
Fee Comparison

APPENDIX B

County of Mariposa Fire Department						Comparison Agencies			
Fee No.	**Fee Name**	**Fee Unit / Type**	**Notes**	**Current Fee**	**Full Cost Recovery**	**Madera County**	**Merced County**	**Fresno County**	**Tuolumne County**
3	PRC 4290 Hazardous Exception Request or Business Inspection (Commercial)	per request		New	$ 339	$ 135	*no comparison*	*no comparison*	*no comparison*
4	PRC 4291 Fuel Reduction Clearance	per request		New	$ 339	*no comparison*	*no comparison*	*no comparison*	
5	Occupant Load Calculation	per request		New	$ 226	*no comparison*	*no comparison*	$ 219	*no comparison*
6	Plan Check Resubmittal/Back Check	per submittal		New	$ 226	*no comparison*	*no comparison*	$ 126	*no comparison*
7	Re-Inspection	per inspection		New	$ 226	$ 139	*no comparison*	$ 224	$339.50 + 86.75/hr.
8	After Hours Plan Review/Inspection (Overtime)	per hour		New	$ 238	*no comparison*	$ 127	*no comparison*	*no comparison*
9	Services otherwise not listed above	hourly/actual cost		New	$ 226	*no comparison*	*no comparison*	*no comparison*	*no comparison*

Mariposa County

Administrative Policies and Procedures Manual

TITLE: User Fee Cost Recovery Policy	**DEPARTMENT**: County Administrative Office
TYPE: Policy	**DATE:** 8/30/18

A. ONGOING REVIEW

1. Fees will be reviewed and updated on an ongoing basis to ensure that they keep pace with changes in the cost-of-living as well as changes in methods or levels of service delivery and associated costs.
2. In implementing this goal, a comprehensive analysis of County service delivery costs and fees should be made at least every five years. In the interim, fees will be adjusted annually by a percentage equal to the change in the Consumer Price Index. Fees may be adjusted during this interim period based on supplemental analysis whenever there have been significant changes in the method, level or cost of service delivery.

B. USER FEE COST RECOVERY LEVELS

In setting user fees and cost recovery levels, the following factors shall be considered:

1. **Community-Wide Versus Special Benefit.** The level of user fee cost recovery should consider the community-wide versus special service nature of the program or activity. The use of general-purpose revenues to reduce cost recovery levels may be deemed appropriate for community-wide services, while high cost recovery user fees are appropriate for services that are of special benefit to easily identified individuals or groups.
2. **Effect of Pricing on the Demand for Services.** The level of cost recovery and related pricing of services can affect the demand and subsequent level of services provided. At full cost recovery, this has the specific advantage of ensuring that the County is providing services for which there is genuinely a market that is not overly-stimulated by artificially low costs. Conversely, high levels of cost recovery may negatively impact the delivery of services to lower income groups. This negative feature is especially pronounced, and works against the public welfare, if the services are specifically targeted to low income groups.
3. **Feasibility of Collection and Recovery.** Although it may be determined that a high level of cost recovery may be appropriate for specific services, it may be impractical or too costly to establish a system to identify costs and charge the user. Accordingly, the feasibility of assessing and collecting charges should also be considered in developing user fees, especially if significant program costs are intended to be financed from that source.

C. FACTORS FAVORING LOW COST RECOVERY LEVELS

Low cost recovery levels may be deemed appropriate under the following circumstances:

1. There is no intended relationship between the amount paid and the benefit received. Almost all "social service" programs fall into this category as it is expected that one group will subsidize another.
2. Collecting fees is not cost-effective or will significantly impact the efficient delivery of the service.
3. There is no intent to limit the use of (or entitlement to) the service. Again, most "social service" programs fit into this category as well as many public safety (police and fire) emergency response services. Historically, access to neighborhood and community parks would also fit into this category.
4. The service is non-recurring, generally delivered on a "peak demand" or emergency basis, cannot reasonably be planned for on an individual basis, and is not readily available from a private sector source. Many public safety services also fall into this category.
5. Collecting fees would discourage compliance with regulatory requirements and adherence is primarily self-identified, and as such, failure to comply would not be readily detected by the County. Many small-scale licenses and permits might fall into this category.

D. FACTORS FAVORING HIGH COST RECOVERY LEVELS

The use of service charges as a major source of funding service levels is especially appropriate under the following

circumstances:

1. For equity or demand management purposes, it is intended that there be a direct relationship between the amount paid and the level and cost of the service requested.
2. The use of the service is specifically discouraged. Police responses to disturbances or false alarms may fall into this category.
3. The service is regulatory in nature and voluntary compliance is not expected to be the primary method of detecting failure to meet regulatory requirements. Building permit, plan checks, and subdivision review fees for large projects would fall into this category.

E. COST RECOVERY LEVELS

Based on the criteria listed in this document, the following types of services should have cost recovery goals outlined below.

SERVICE	COST RECOVERY LEVEL
Maintaining and developing public facilities that are provided on a uniform, community-wide basis such as streets, parks and general-purpose buildings	No
Providing social service programs and economic development activities	Low
Recreation activities directed to adults	Med
Recreation activities directed to youth and seniors	Low
Facility rentals (e.g. rooms, pools, gymnasiums, ball fields, special-use areas, etc.)	Med / High
Special events	Med / High
Planning (planned development permits, tentative tract and parcel maps, re-zonings, general plan amendments, variances, use permits)	100%
Building and safety (building permits, structural plan checks, inspections)	100%
Engineering (public improvement plan checks, inspections, subdivision requirements, encroachments)	100%
Fire plan check	100%
Environmental Health	100%

F. GENERAL CONCEPTS REGARDING THE USE OF SERVICE CHARGES

The following general concepts will be used in developing and implementing service charges:

1. Revenues should not exceed the reasonable cost of providing the service.
2. Cost recovery goals should be based on the total cost of delivering the service, including direct and indirect costs including departmental administration costs and organization-wide support costs such as accounting, personnel, information technology, legal services, fleet maintenance and insurance.
3. The method of assessing and collecting fees should be as simple as possible in order to reduce the

TITLE: User Fee Cost Recovery Policy	**DEPARTMENT**: County Administrative Office
TYPE: Policy	**DATE:** 8/30/18

administrative cost of collection.

4. Rate structures should be sensitive to the "market" for similar services as well as to smaller, infrequent users of the service.
5. A unified approach should be used in determining cost recovery levels for various programs based on the factors discussed above.

County comarrision by population (2023 Censis data) and number of fire departments in comarission to Mariposa county

County	*population*	*number of fire departments*	*fee schedule*
Alpine County	1213	7 - mix paid and volunteer	Yes - Alpine Fire District
Mono County	12,892	21 - mixed vol and districts	Community Development fees
			No specific Fire Fees
Mariposa County	16,795	1 - County Volunteer Fire Department	No fire fee schedule
Trinity County	16,811	8 - mix district and volunteer	No specific Fire Fee other than
			Weaverville with 1 paid Chief/
			Fire Marshal
Inyo County	19,157	20 -mix district and volunteer	Only environment fee schedule
			Fire fee for Bishop Fire only
Plumas County	19,724	21 - mix district and volunteer	No Fire fee schedule
			PW site development fees
Colusa County	21,965	11 - mix district and volunteer	No Fire fee schedule found
			PW site development fees
Del Norte County	27,482	12 - District FD	Each has own fee schedule
			states "see Fire Chief"

**** not able to compare fee schedule results due to variety of service departments and service level. Mariposa County is only County with one Fire Department providing service.****

Alpine Fire Protection District
Resolution #21/22-14
Page 3 of 4
January 18, 2022

EXHIBIT A - Residential Cost Recovery Schedule

Miscellaneous (Special Permit, Operational)	Rate
Carnivals and Fairs – Inspection (Non-profit organization = no fee)	$81.00
Christmas Tree Lot – Inspection	$81.00
Fire Protection Plan (shall be charged hourly) Short or Long Form	$81.00
Pyrotechnical Special Effects (*billed hourly, 2 hr. minimum) – includes inspection	$162.00
Special Events and Fire Watch (*shall be charged hourly per firefighter, 2 hr. minimum)	$724.00
Tents, canopies, special events and temporary membrane includes inspection	$81.00
Plan Review	**Rate**
Administrative Letters (AB 38, DSI, CWMS)	$81.00
False Alarms (charged per hour after 3 false alarms with a 12-month period, 1 hr. minimum)	$363.00
Grading Plan, Residential Solar Installation	$81.00
Mobile Home Park (includes conditions letter and 2 meetings) site inspection, final inspection, map update	$648.00
Plan Revisions & Stamp Transfers (*shall be charged hourly)	$81.00
Residential Care Facilities (includes inspection) (850 inspections)	$243.00
Service Availability Letter (includes map review and conditions letter) (PSA399F)	$162.00
Subdivision Revisions (*shall be charged hourly)	$81.00
TM-Large Subdivision (includes improvement plan review up to 8 hrs., site visit, mapping)(>8 hrs. charged hourly)	$648.00
TPM-Small Subdivision (includes review of improvement plan and site visit , map update)	$648.00
Underground Utilities (includes 1 inspection, hydro and flush)	$324.00
Zoning Variance or Plot Plan – Residential	$324.00
Plan Check – Residential (Includes SFD, ADU, MHP, ACC Buildings)	**Rate**
0 – 1500 sq. ft. (includes emergency response map update, site inspection, final inspection)	$324.00
1501 – 3000 sq. ft. (includes emergency response map update, site inspection, final inspection)	$405.00
3001 – 4500 sq. ft. (includes emergency response map update, site inspection, final inspection)	$446.00
4501 sq. ft. and up (plus $.05 per sq. ft. in excess of 4500)(includes map update, site and final inspection)	$466.00
Fire Protection Systems (Includes Fire Alarm, Sprinkler, AES)	**Rate**
Fire Alarm (includes rough and final inspection and upgrades)	$324.00
Plan re-submittals (*shall be charged hourly)	$81.00
Residential Sprinkler System (includes hydro and final inspection)	$243.00
Tenant Improvement Sprinkler Plan Review – 25 heads or less (includes inspection)	$162.00
Tenant Improvement Sprinkler Plan Review – 26 heads or more (includes inspection)	$243.00
Re-inspection (charged when project fails inspection)	$81.00
Administrative	**Rate**
Document Reproduction: Fire Reports, Inspection Records, Medical Records, etc. ($20.00 for first 10 pages, plus $1.00 per additional page)	
Certified Document Reproduction ($30.00 for the first 10 pages, plus $1.00 per additional page)	
Photographs ($10.00 first photo, $1.00 for each additional photo per order)	
Returned Check Fee	$25.00
Administrative Late Fee (after 3rd billing or 90 days)	$25.00
Interest Rate (accounts ninety (90) days past due shall be assessed at 1.5% monthly)	

All invoices shall include a 25% administrative charge to cover the cost of, but not limited to: utilities, phone/fax, computers, software, vehicles and District Administration.

Mono

COUNTY FEES ADOPTED FOR USE IN 2014-15

Department	Name of Fee		Adopted Fee 2014-15
Campground Enterprise	Campground Site Fees		$16/Night
Cemetery Enterprise	Mt. Morrison: Plot Fees/per plot		$ 456.00
Community Development	Building Inspector - Hourly Rate		$99/hour
Community Development	Code Compliance		$99/hour
Community Development	Appeal (Initial Dep/$99 per hour)		$ 495.00
Community Development	Building Permit Plan Check (large)		$ 250.00
Community Development	Building Permit Plan Check (small)		$ 99.00
Community Development	Categorical Exemption		$ 99.00
Community Development	Certificate of Compliance		$ 495.00
Community Development	Commission Interpretation		$ 495.00
Community Development	Design Review (discretionary permit)		$ 495.00
Community Development	Development Activity Hourly Rate		$99/hour
Community Development	Development Application Submittal Review		$ 495.00
Community Development	Director Review		$ 495.00
Community Development	Environmental Impact Report	(Initial Dep/$99 per hour)	$ 495.00
Community Development	Environmental Impact Report		$ 2,995.25
Community Development	General Plan Amendment		$ 495.00
Community Development	Groundwater Transfer/Extraction		$ 495.00
Community Development	Home Occupation, expanded		$ 495.00
Community Development	Hydrological Studies		$ 495.00
Community Development	Lot Line Adjustment		$ 495.00
Community Development	Lot Merger		$ 495.00
Community Development	Map Extension		$ 495.00
Community Development	Mining Operations Permit		$ 495.00
Community Development	Negative Declaration		$ 495.00
Community Development	Negative Declaration		$ 2,156.25
Community Development	Parcel Map: Modification		$ 495.00
Community Development	Parcel Map: Tentative		$ 495.00
Community Development	Prior Environmental (15183**)		$ 495.00
Community Development	Reclamation Plan		$ 495.00
Community Development	Specific Plan		$ 495.00
Community Development	Time Shares		$ 495.00
Community Development	Tract Map: Modification		$ 495.00
Community Development	Tract Map: Tentative		$ 495.00
Community Development	Use Permit		$ 495.00
Community Development	Use Permit Modification		$ 495.00
Community Development	Variance		$ 495.00
Community Development	Benton 1 - 36 Christy Lane		$ 750.00
Community Development	Benton 2 - 40 Christy Lane		$ 750.00
Community Development	Birch Creek Condo		$ 850.00
Community Development	Attached Garages		$33.60/Sq. Ft.
Community Development	BSC Fee		% of Total Fee
Community Development	Building Permit - OTC		$130/Sq. Ft.
Community Development	Building Shape A		$129.79/Sq. Ft.
Community Development	Building Shape A (+7,000 ft elevation)		$183.44/Sq. Ft.
Community Development	Building Shape B		$132.73/Sq. Ft.
Community Development	Building Shape B (+7,000 ft elevation)		$188.58/Sq. Ft.
Community Development	Building Shape C		$135.54/Sq. Ft.
Community Development	Building Shape C (+7,000 ft elevation)		$193.19/Sq. Ft.
Community Development	Building Shape C (+7,000 ft elevation)		$198.38/Sq. Ft.
Community Development	Building Shape D		$138.73/Sq. Ft.
Community Development	Covered Decks		$22.80/Sq. Ft.
Community Development	Detached Garages		$33.60/Sq. Ft.

TRINITY COUNTY

Shanna S. White
County Clerk/Recorder/Assessor
Julie K. Barcellona
Deputy County Clerk/Recorder/Assessor

Fee Schedule Effective January 1, 2023

BASIC RECORDING FEES

A Coversheet is required if blank space in upper right-hand corner measuring 5" x 2½" is not provided for Recording Stamp

FIRST PAGE (Each Title)	**$13.00**
EACH ADDITIONAL PAGE	**$3.00**
Documentary Transfer Tax: Per each $500	**$0.55**
SB 2 Housing Fee, Per Title	**$75.00**
Maximum $225.00 per transaction	
Exceptions:	
Lien Release State/County	**$94.00**
Financing Statement - UCC	
1 to 2 pages	**$86.00**
3 or more pages	**$96.00**
Mining Claim Documents	
First Page	**$88.00**
Each Additional Page	**$3.00**
Each Additional Claim	**$1.00**
Military DD214 Certified Copy of Discharge	**No Fee**

PENALTIES

Size Penalty, per page	**$3.00**
For any page **NOT** exactly 8 ½" x 11" in size, **ALL** pages of document are charged the penalty.	
Print Penalty, per page (ALL pages)	**$1.00**
Text is more than 9 lines per vertical inch or more than 22 characters per horizontal inch	
Additional Indexing of Names	**$1.00**
Each additional group of 10 names or a portion thereof after initial group of 10 names.	
Preliminary Change of Ownership NOT filed	**$20.00**

ADDITIONAL RECORDING FEES

Certification Fee (Per Document in addition to copy fee)	**$2.00**
Confirmation of Recording	**$5.00**
Conformed Copies at time of Recording – per page	**$0.50**
Notification Fee Per Debtor	**$5.00**

FILING FEES

Notary Oath Fee	**$8.00**
Preliminary 20 Day Notice	**$40.00**
Fictitious Business Filings	**$12.00**
Each Additional Registrant	**$2.00**
Each Additional Business Name	**$2.00**
Environmental Impact Report (EIR)	**$3,839.25**
Mitigated/Negative Declaration (MND)(ND)	**$2,764.00**
Certified Regulatory Program (CRP) Document	**$1,305.25**
CEQA Administrative Filing Fee	**$50.00**

VITAL RECORDS

Births	
Certified Copy of Birth Certificate	**$29.00**
Search & Certificate of No Record Found	**$29.00**
Marriages	
Marriage License, Public ***Cash or Check required for Licenses*	**$49.00**
Marriage License, Confidential ***Cash or Check required for Licenses*	**$54.00**
Certified Copy of Marriage Certificate	**$17.00**
Search & Certificate of No Record Found	**$17.00**
Deputy Marriage Commissioner for One Day	**$35.00**
Marriage Ceremony **(appointment required)**	**$50.00**
Death	
Certified Copy of Death Certificate	**$24.00**
Search & Certificate of No Record Found	**$24.00**
Burial Permit	**$12.00**

RECORDED DOCUMENT COPY FEES

Official Records 8 ½" x 11" – per page	**$1.25**
Official Records 11" x 17" – per page	**$2.50**
Survey & Parcel Maps per page	**$2.50**
Military DD214 Certified Copy of Discharge – No fee to Veteran	

MISCELLANEOUS FEES

Copies (other than recorded documents)	
8 ½" x 11"	**$0.50**
11" x 17"	**$1.00**
Wide Format (18" or 24")	**$5.00**
Voter Registration File	**$50.00**
Voter Registration File with Voter History	**$80.00**
Labels (30) per page	**$1.00**

Updated 3/20/2023
I:\Recorder Desk\Fees\2023-01-01 Fees

Assessor P.O. Box 1255, Weaverville, CA 96093 Phone (530) 623-1257 Fax (530) 623-8398 Email assessor@trinitycounty.org
Elections P. O. Box 1215, Weaverville, CA 96093 Phone (530) 623-1220 Fax (530) 623-8398 Email elections@trinitycounty.org
Clerk/Recorder P. O. Box 1215, Weaverville, CA 96093 Phone (530) 623-1215 Fax (530) 623-8398 Email recorder@trinitycounty.org

WEAVERVILLE FIRE DISTRICT

Fire Chief/Fire Marshal's Office
P.O. Box 447
Weaverville, CA 96093
(530) 623-6156
e-mail: chief@wfdca.org

INSPECTION FEES: (Including but not limited to) Plan Reviews, Request for Comments, Inspections $40.00 per hour minimum of 1 hour. Inspections that take place not during normal business hours or on weekends or holidays $80.00 per hour minimum of 1 hour.

$40.00 due at deposit at the time of submitting plans for inspection/review. If plans take additional time over 1 hour, payment must be made before the plans are submitted back to the Planning Department.

Paid: ____ Check #: ____ Cash: ____ Receipt #: ____ by: _____

(Please check all that apply)

- o New Construction
- o Building Addition
- o Carport
- o Commercial Remodel
- o Single Family Residence
- o Multi Family Dwelling
- o Modular Building

Building Permit Number: _____
Parcel Number: _____
Project Description: _____
_____
Physical Address: _____
Parcel Size in Acres: _____
Setbacks of Building: _____
(If one acre or larger)

Name: _____
Mailing Address: _____ Town: _____ Zip: ___
Contact Number: _____

I understand that it is my responsibility to contact the Weaverville Fire Protection District for an inspection so that I can comply with the Fire Safe Ordinance, and that the best time to do this is early in my project to avoid unnecessary delays and misunderstandings.

Signature: _____ Date: _____

FIRE PROTECTION DRIVEWAY OR ROADS, DEFENSIBLE SPACE AND ADDRESSING REQUIRMENTS

INTRODUCTION

The Weaverville Fire Protection District has adopted the 2007 California Fire Code. The Trinity County Board of Supervisors adopted the statewide Regulations and approved Ordinance 1162, commonly known as the Trinity County Fire Safe Standards. These Standards became effective January 1, 1992 and are designed to minimize the loss of

Inyo County - City of Bishop

No.	Title/Description	Fees/Charges
PS-14	Public Safety Development Impact Fees	-0-
PS-15	Criminal History Check Pursuant to California Family Code 6306	$10.00
PS-16	Witness Fees-Civil Proceedings Pursuant to California Government Code 68097	$275.00 or actual costs, whichever is greater.
PS-17	Long Term Parking Permits – for six (6) month periods	$200 - Up to 20 feet long $250 - 20 to 40 feet long $300 – Over 40 feet long
PS-18	Fire Training Facility Use Fee* *The Fire Training Facility is a shared venture between the City of Bishop and the Bishop Rural Fire Protection District. Any cost benefit seen from city implemented fees will be divided equally between the two entities. The City of Bishop, Bishop Rural Fire Protection District, and our local government fire and emergency service agency partners are exempt from the Fire Training Facility Use Fee charges.	$50.00 for up to 4 hours per day $100.00 for over 4 hours per day

Fire Code Construction Plan Review Fees

No.	Title/Description		Fees/Charges
PS-19	Residential Fire Sprinkler Review		$150.00
PS-20	Commercial Fire Sprinkler Review	<5000 Sq.ft	$425.00
		>5000 Sq.ft	$725.00
PS-21	Fire Alarm/ Fire Detection Systems Review		$425.00
PS-22	Subdivision Review		$625.00
PS-23	Kitchen Hood and Duct and Clean Agent		$275.00
PS-24	Photovoltaic Systems (Commercial)		$425.00
PS-25	Photovoltaic Systems (Residential)		$150.00
PS-26	Unlisted Plan Review (Per Hour)		$150.00

Response and Operational Fees

No.	Title/Description	Fees/Charges
PS-27	False Alarm- 3rd false alarm in a 12-month period and all subsequent false alarms.	$300.00
PS-28	Basic Life Support EMS stand-by (per hour)	$125.00
PS-29	Engine Response- Non-resident/ Out of District Responses (per hour)	$255.00

Inyo

State Mandated and Local Fire Prevention Inspection Fees

No.	Title/Description		Fees/Charges
PS-30	Fire Prevention Inspections		
	Hospital		$975.00
	School		$725.00
	Preschool/ Daycare		$150.00
	Care Facility/ Nursing Home/ In Home Adult Care		$375.00
	Apartments/ Condos	<5 Units	$150.00
		>5 Units	$275.00
	Motels/ Hotels	<20 Units	$150.00
		>20 Units	$275.00
	Churches		$100.00
	Group F – Fabrication, Finishing, Manufacturing		
		<5000 Sq.ft	$150.00
		>5000 Sq.ft	$275.00
	Group S – Storage	<5000 Sq.ft	$150.00
		>5000 Sq.ft	$275.00
	Warehouse Inspections (B, M, F, and S)	<5000 Sq.ft	$150.00
		>5000 Sq.ft	$275.00
	Ordinary Hazard- Fire Prevention Inspection		$100.00
	Vacant Buildings	<5000 Sq.ft	$150.00
		>5000 Sq.ft	$275.00
	Fire Hydrant Flow		$100.00
	Wildland Urban Interface Inspection		$100.00
	Re-inspections (1st reinspect- no charge) all subsequent		$100.00

PLANNING

The fee shall be as described in the following table unless the actual cost is greater. If the actual cost is greater, the fee shall be the actual cost.

No.	Title/Description	Fees/Charges
PL-1	Zone Change Review	$1,500
PL-2	Variance Review	$1,500
PL-3	Zone Ordinance Amendment Review	$1,500
PL-4	Appeals	$300
PL-5	Use Permit Review and Process	$500
PL-6	Specific Plan Review	$1,500
PL-7	General Plan Amendment	$1,500
PL-8	Categorical Exemption	$120
PL-9	Environmental Initial Study	$1,500
PL-10	EIR Staff Review	$2,500
PL-11	Time Extension Review	$500
PL-12	Tentative Parcel Map Review	$2,000
PL-13	Tentative Tract Map Review	$2,500
PL-14	Final Parcel Map Review	$500
PL-15	Final Tract Map Review	$1,000
PL-16	Certificate of Compliance	$1,000
PL-17	Lot Line Adjustment Review	$1,000

Fee Schedule

The Plumas County Engineering Department collects fees for a variety of services. Some fees are collected as part of the application fees paid to the Planning Department while other fees are collected directly by the Engineering Department. The fees collected directly by the Engineering Department do not involve review by other County departments.

The Table below includes a listing of fees collected by the Engineering Department on behalf of other departments.

Description	Fee
Large Format Copies/Prints (larger than 11x17)	$4.60 first copy/ $2.20 additional copies
Large Format Scans (larger than 11x17)	$4.60 first copy/ $2.20 additional copies
Standard Copies, Scans, or Prints	
8 1/2 x 11	$0.10/page
11 x 17	$1.00/page
Consultation Fee (research, scanning, emailing)	$75.57/hour[1]
Fire Safe Driveway Review	$151.00
Flood Plain Administration	
Initial Consultation	No Fee
Flood Plain Interpretation	$75.57/hour[1]
Flood Study Review and County Engineer Approval	$500 Deposit[2] billed at $99.90/hour[1]
Grant of Relief	$500 Deposit[2] billed at $99.90/hour[1]
Hourly Rate – Engineering Technician	$75.57/hour[1]

Description	Fee
Inspection Fee (For construction phase improvement plans)	$250 + $5,000 Deposit[2] billed at $75.57/hour[3]
Mileage Reimbursement Rate	$0.535/mile[4]
Corner Record	$15.00
Parcel Map Check (PM)	$1,128.00
Parcel Map per parcel/lot fee	$75.00/Lot
Planning Department (GIS) per parcel/lot fee	$20.00/Lot
Parcel Map - Environmental Health Review	$54.00/Map
Record of Survey Check	$507.00
Record of Survey (Amendment per PLSA 8770.5)	$302
Resubmittal of incomplete application	$151
Subdivision Map Check	$2,364.00
Subdivision Map per parcel/lot fee	$75.00/Lot
Planning Department (GIS) per parcel/lot fee	$20.00/Lot
Environmental Health Review Fee	$54.00/Map
Technical Report Review[1]	$500.00 Deposit billed at $75.57/hour[2]

Notes:

1. These reports include: Traffic Studies, Grading Plans, Erosion Control Plans, Flood Studies, Drainage Studies and Geotechnical Reports
2. A deposit will be collected at the time the application fee is accepted. The Public Works Department shall keep records of the time and expenses incurred in the processing of these applications and charge Developer on a time and material basis. These monies will be deposited in a special account, from which the County will draw sums to cover the costs of the application review. The Public Works Department shall provide to the developer a monthly invoice detailing the work performed and the time spent by its staff or outside consultants on such work, together with the hourly rates charged by individuals performing the work. The invoice amount shall not exceed the actual cost to the Public Works Department to provide the work described. The County may withdraw funds from the funds deposits in the special account in the amount of each invoice. In the event that it appears likely the deposit made by developer will be exhausted, the Public Works Department shall provide the developer with a new estimate of the cost to complete the processing of the application. The developer shall replenish the special account in the amount of such new estimate within fifteen (15) days. Developer's failure to make payment shall be deemed a withdrawal or abandonment of the application, but such withdrawal or abandonment shall not relieve the developer of the obligation to pay for work done by County in response to the application or to wind up work as a result of withdrawal or abandonment.
3. County Engineer's hourly rate
4. This is an estimate of the hourly rate charged. Actual rate may vary depending on classification of the employee performing the service.
5. Mileage reimbursement rate established by County Auditor. Mileage is billed for any application which requires an on-site inspection or field review

DEPARTMENT	FEE CATEGORY	PROPOSED FEE	NEW/EXISTING
PUBLIC WORKS	**Development Review Fees**		
	Campground Permit	$156.00	New
	Development Agreement	$1,000 Deposit billed at $68.32/hour	New
	Development Agreement Amendment	$1,000 Deposit billed at $68.32/hour	New
	EIR Review	$204.00	New
	Hydro-Electric Project	$1,000 Deposit billed at $68.32/hour	New
	Modification of a Recorded Map	$156.00	New
	Modification of Development Standards	$292.00	New
	Negative Declaration Review	$136.00	New
	Premit to Mine/Reclamation Plan	$292.00	New
	Planned Development Permit	$292.00	New
	Reversion to Acreage	$87.00	New
	Site Development Permit	$156.00	New
	Special Use Permit	$87.00	New
	Tentative Map	$292.00	New
	Tentative Map per lot fee	$17.00	New
	Reconsideration of Approved Application	1/2 Current Fee Charged	New
	Technical Report Review	$1,000 Deposit billed at $68.32/hour	New
	Encroachment Permit Fees		
	Residential Driveway Encroachment	$98.00	Existing
	Commerical Driveway Encroachment	$125.00	Existing
	Utility Repair (Minor)	$88.00	Existing
	Major Utility Project	$500 Deposit billed at $52.70/hour	Existing
	Special Events	$0.00	Existing
	Tree Removal Permit	$98.00	Existing
	Permit Administrator Inspection	$52.70/hour	Existing
	Engineer Inspection	$68.32/hour	Existing
			Existing
	Transportation Permit Fees		Existing
	Single Trip Transportation Permit	$21.00	Existing
	Blanket Transportation Permit	$54.00	Existing
	Site Inspection	$52.70/hour	Existing

Colusa

Del Norte County

Green Building Code Plan Check/Inspection	
Commercial	$65.00
Residential	$30.00
Fire Suppression Plan Check/Inspection	
Commercial	See Local Fire Chief
Residential	$65.00
After the Fact Building Permit	Two times the Current Building Permit Fees (construction, plan check, issuance, state
Accessibility Compliance Review	$61/hr. +$61/hr.>1 hour or actual costs if sent to a consultant for review
Certificate of Compliance (to remove Certificate of Non-Compliance for substandard housing)	$100 per notice/parcel plus recording fees.

Del Norte County

Building Permit Fees	
Total Valuation*	Total Valuation* used to Calculate Construction Fees
$1-500.00	$24.00
$501-2000	$24.00 for the first $500
	$3.00 for each additional $100.00
$2,001 to $40,000	$69.00 for the first $2,000
	$11.00 for each additional $1,000
$40,001 to $100,000	$487.00 for the first $40,000
	$9.00 for each additional $1,000
$100,001 to $500,000	$1,027 for the first $100,000
	$7.00 for each additional $1,000
$500,001 to $1,000,000	$3,827 for the first $500,000
	$5.00 for each additional $1,000
$1,000,001 to $5,000,000	$6,327 for the first $1,000,000
	$3,000 for each additional $1,000
$5,000,001 and over	$18,327 for the first $5,000,000
	$1 for each additional $1,000
General Plan Maintenance Fee: $2 for every $1,000 of valuation of Building Permit	
Other Inspections And Fees	
Outside normal hours (subject to availability of inspector)	$122 (paid in advance) + $61/hr.>2hours
Reinspection fees (108.8)	$61/hr. +$61/hr.>1 hour
Inspections no specific fee	$61/hr. +$61/hr.>1 hour
Plan review/changes, add	$61/hr. +$61/hr.>1 hour
Third Party Plan Review or Inspections	Actual Cost
Address Signs	$25.00
Copy Charges	
Map blueline 18x26	$3.00 sheet paid in advance
Map blueline 24x36	$5.00/sheet paid in advance
Archives Search Request	$20.00 (paid in advance) + $5.00 for each additional file
Written Interpretation Requests	$122 + $61/hr.>2 hours

*Building Valuation for the purposes only of calculating the applicable fee is based on the square footage construction cost as determined in the current edition of the International Building Code by group classification and the type of construction of building.

Work begun or completed prior to filing a permit application subjects the application to double fees.

All plans are subject to postage fees and all maps are subject to a separate blueline charge

Fire Fee Schedule
Discussion and Direction
August 1, 2023

Background and Context

Discussion and Direction

Asking for direction on…	NOT part of this discussion…
Possibly phasing in fire inspection fees over 2 or 4 years	Requiring NON-mandatory inspections
Possibly subsidizing fire inspection fees for public buildings like schools and hospital	Enforcement of fire code compliance
Possibly making some non-mandatory inspections mandatory	Approving fire fee schedule

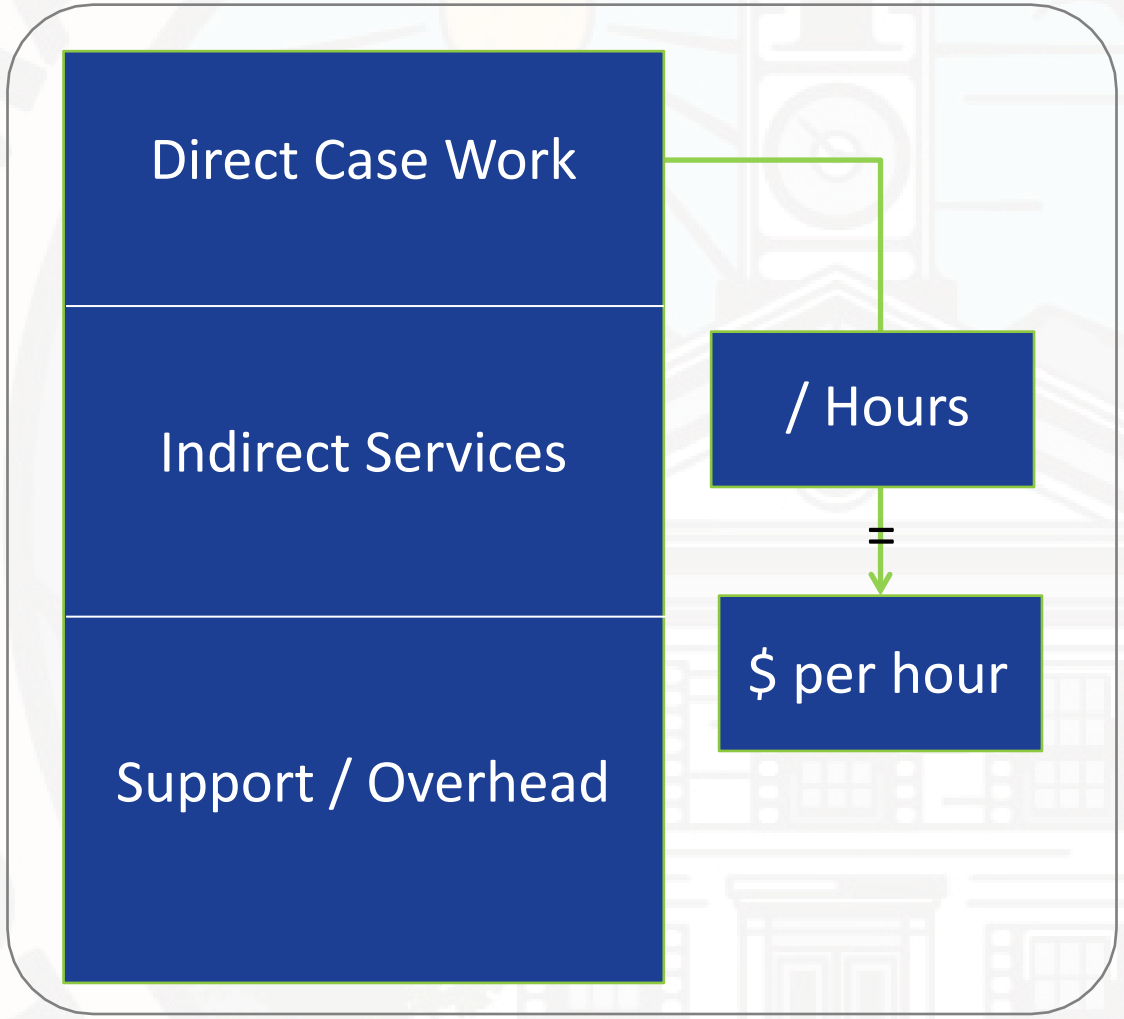
Fire Inspection Fees

WHEREAS, services that are provided to individuals and applicants at less than full cost represent costs that are ultimately borne by County taxpayers

Proposition 26

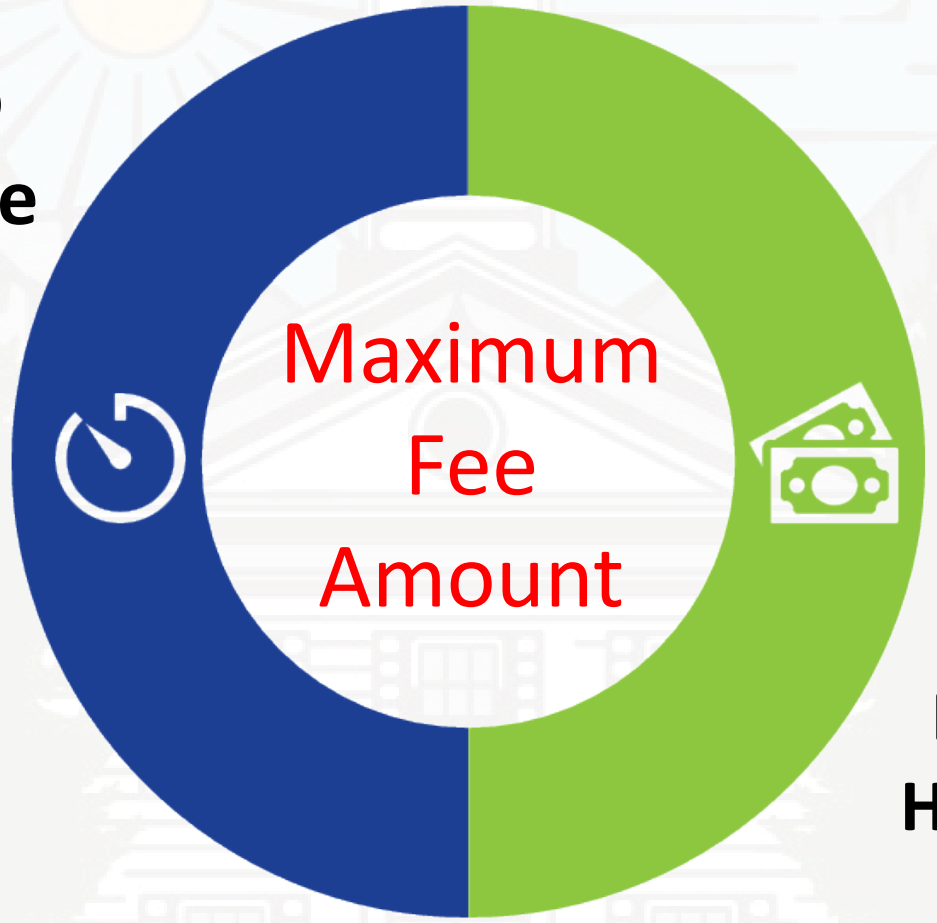
- A charge imposed for the reasonable regulatory costs to a local government for issuing licenses and permits, performing investigations, inspections, and audits, enforcing agricultural marketing orders, and the administrative enforcement and adjudication thereof.
- Article XIII C, section 1, subdivision (e) (discussed below). That provision imposes on local government the burden to prove, among other things, “that the amount is no more than necessary to cover the reasonable costs of the governmental activity, and that the manner in which those costs are allocated to a payor bear a fair or reasonable relationship to the payor’s burdens on, or benefits received from, the governmental activity."

Hourly Rate Calculation



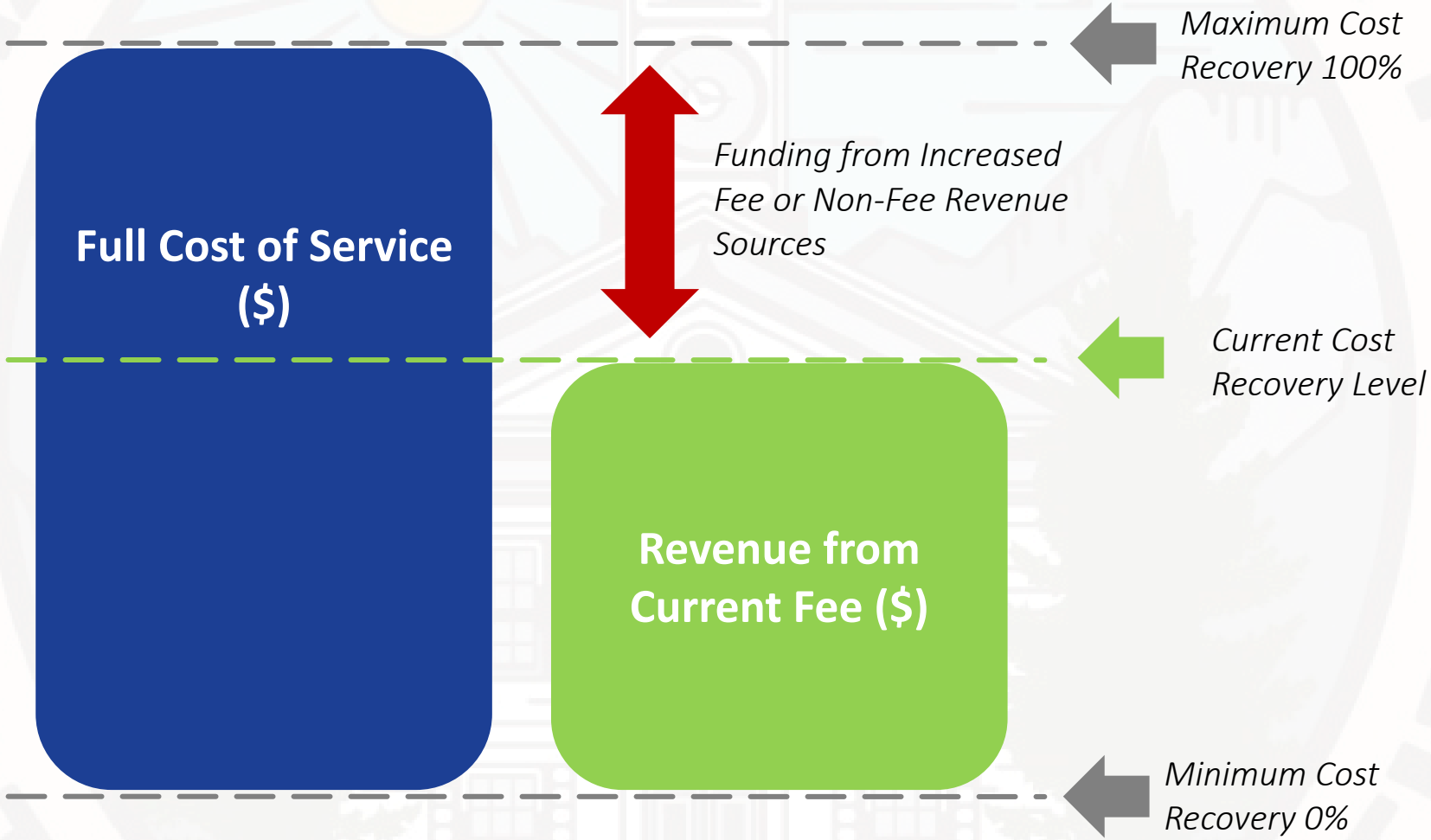
Per Unit Cost Calculation

Time to Complete



Fully-Burdened Hourly Rate (FBHR)

Cost Recovery/Fee Setting



Fire Inspection Fee Comparables

MARIPOSA COUNTY 18 50 MOTHER OF COUNTIES

MONO COUNTY CALIFORNIA

TRINITY COUNTY TIMBER MINERALS WATER CALIFORNIA

INYO COUNTY

COUNTY OF DEL NORTE EST 1857 COUNTY of DEL NORTE CALIFORNIA

PLUMAS COUNTY CALIFORNIA

COLUSA COUNTY CALIFORNIA

ALPINE COUNTY CALIFORNIA

Discussion and Direction

Fire Inspection Fee Categories

1. New construction – residential and commercial
2. Mandatory annual inspections of certain business-types (e.g. hotels)
3. Mandatory annual inspections of public facilities (e.g. schools and hospital)
4. Non-mandatory annual inspections of businesses (e.g. hardware stores and restaurants)

Fire Inspection Fee Categories

1. New construction – residential and commercial
   a. Should fees be phased?
   b. Over 2 years or 4 years?
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3. Mandatory annual inspections of public facilities (e.g. schools and hospital)
   a. Should County subsidize these fees?
   b. 100% or another percentage?
4. Non-mandatory annual inspections of businesses (e.g. hardware stores and restaurants)

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   a. Should County subsidize these fees?
   b. 100% or another percentage?
4. Non-mandatory annual inspections of businesses (e.g. hardware stores and restaurants)
   a. Should these be done?
   b. If so, should they be mandatory?
   c. If so, should fire inspection fees be charged, subsidy or full cost?

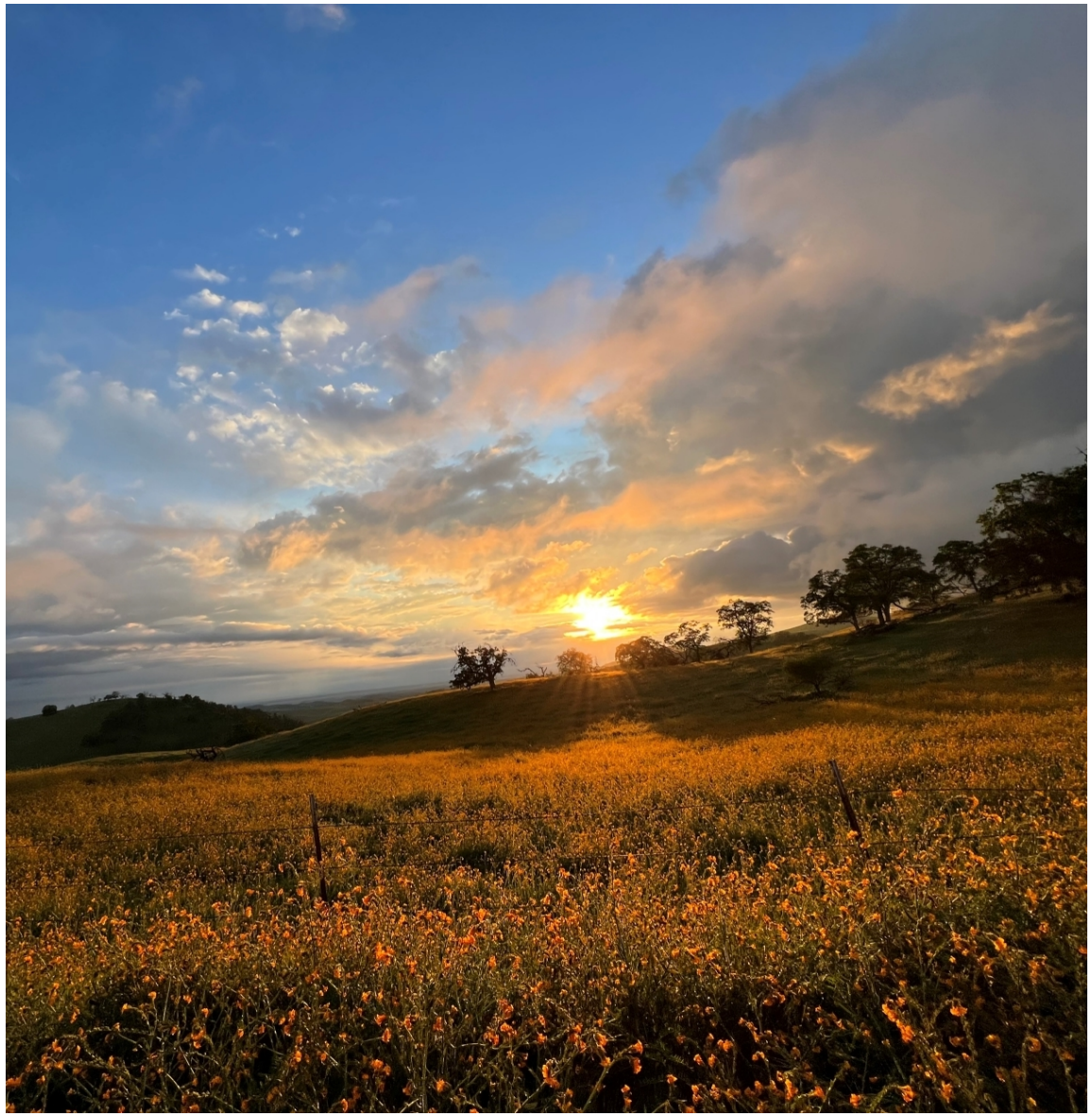
Questions for the Board

1. Should fire inspection fees be phased – over 2 or 4 years?
2. Should annual inspections of public facilities be subsidized, by what percentage?
3. Should non-mandatory inspections be mandatory?

I. *Services that are provided to individuals at less than full cost represent costs that are ultimately borne by County taxpayers*

II. *Fire inspections are done for the public good*

Questions for staff?



MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: August 8, 2023

TO: The Board of Supervisors

FROM: Miles Menetrey, District V Supervisor

RE: CLOSED SESSION: County Administrative Officer (CAO) Review

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RECOMMENDATION AND JUSTIFICATION

CLOSED SESSION: County Administrative Officer (CAO) Review

BACKGROUND AND HISTORY OF BOARD ACTIONS

[ ] 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))

[X] PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Position of employee under review: County Administrative Officer (CAO) (Government Code Section 54954.5)

[ ] PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE (Government Code Section 54954.5)

[ ] CONFERENCE WITH REAL PROPERTY NEGOTIATOR

Description of real property:
Agency negotiator:
Closed session will concern: ( ) price; ( ) terms of lease/purchase.

[ ] THREAT TO PUBLIC SERVICE FACILITIES
Name of law enforcement agency involved:
Title of officer of law enforcement agency:

[ ] LICENSE/PERMIT DETERMINATION
License or Permit applied for:
Number of license or permit applicants:
Name of applicant(s):

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

FINANCIAL IMPACT

ATTACHMENTS

None