Mariposa County

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5100 Bullion Street
http://www.mariposacounty.org/

ROSEMARIE SMALLCOMBE, CHAIR — **DISTRICT I**
DANETTE TOSO, VICE-CHAIR — **DISTRICT III**
SHANNON POE — **DISTRICT II**
JENNI KISER — **DISTRICT IV**
MILES MENETREY — **DISTRICT V**

BOARD OF SUPERVISORS
ACTION SUMMARY MINUTES
JULY 8, 2025

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

Chair Smallcombe 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
Jenni Kiser	District IV Supervisor	Present	9:00 AM
Miles Menetrey	District V Supervisor	Present	9:00 AM

B. Pledge of Allegiance

Chair Smallcombe led the Pledge of Allegiance.

C. Introductions

Kristina Keheley/Health and Human Services Agency Director, introduced Michael Wilson, the new Deputy Director for Behavioral Health Services. She noted he brought over three decades of Behavioral Health Experience to the department. Dr. Keheley noted he was originally from the Modesto area. She noted he had studied abroad and began his career at Crestwood. Dr. Keheley described his work history and noted he was pleased to return to the foothills to continue his career. She added he was a father of two, and they were so happy to have him on board.

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

Public comment was received from Steve Enger/Planning Director, acknowledging the new committee appointees, including Jordan Cory and Anthony Toso, to the Ag Advisory Committee. The service of those on the Wawona Town Advisory Committee was also acknowledged, and gratitude was expressed for the service of Moose Mutlow on the LAFCo Committee.

Johnathan Noel/Resident questioned the time period for the agreement to be approved on CA.10.

Chair Smallcombe, in response to Mr. Noel, noted they had been talking to the Community Information Exchange (CIE) for years, and it was an ongoing contract. She added it was to provide access to services for employees.

Supervisor Poe provided gratitude to the team working on the progress of the North County Site for the Health and Human Services Agency (HHSA). He added he was in the area on Saturday and residents seemed to be very excited. Supervisor Poe asked Kim Ballard for an update on the potential opening of the building. Supervisor Poe thanked Ms. Ballard for the response and then asked Director Hansen questions regarding CA.17. He noted there were 560 roads in Mariposa that were designated as County maintained and wanted to make recommendations to Public Works on which roads should and should not be included, providing the example of the Briceburg Road area as not having been maintained for many years, and no one lived out there. Supervisor Poe added that he would reach out to Director Hansen in January to further the discussion and gave kudos to the great work done in the Dogtown area of North County.

Kim Ballard/Public Health Deputy Director, noted they were looking to be open and operational in North County by June of next year, adding that everything was moving right along with plans coming back at the end of August. Ms. Ballard noted they are working on the color of the building, but it would be a surprise.

Shannon Hansen/ Public Works and Transportation Director, in response to Supervisor Poe, noted she would not swap a road for a road that needed immediate attention. Ms. Hansen noted that they did not have the staff time and would need about a year to assess what a road would require to be maintained. Ms. Hansen noted she would take Board recommendations on road projects, but noted they would not want to just jump into those types of projects. Ms. Hansen added that they will conduct a more thorough evaluation of roads in October and November and return with new recommendations. In response to Supervisor Toso's concerns about the gates on her road, Ms. Hansen noted that Mariposa was not an open-range county, so grants would not be available for cattleguards. However, they could potentially use general funds as an option for installation on county roads.

Chair Smallcombe requested that a presentation be put together for the $2.7 million being used to reduce vegetation throughout the county along the roads.

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

CA1. **Health and Human Services Agency**

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County

CA2. **Administration**

Rescind Resolution 2023-259; and Adopt a New Confidential Employee Resolution with an Updated List of Confidential Classifications, Effective July 1, 2025

CA3. **Clerk of the Board**

Receive the List of Agreements Entered into by the County Administrative Officer (CAO) (Purchasing Agent) Pursuant to County Code Chapter 3.08, Entered into, Received and Processed in June of 2025

CA4. **Clerk of the Board**

Receive the List of Agreements Entered into by the Mariposa County Department Heads (Assistant Purchasing Agents) Pursuant to County Code Chapter 3.08 Entered Into, Received and Processed in June 2025

CA5. **Clerk of the Board**

Receive the List of Software as Service License Agreements Entered into by the County Administrative Officer (Purchasing Agent) Pursuant to Resolution 22-116 Entered Into, Received, and Processed in June 2025

CA6. **Clerk of the Board**

Receive Minutes of the Committees Established by the Mariposa County Board of Supervisors Pursuant to Resolution 22-115, Section 10.2

CA7. **Health and Human Services Agency**

Approve Budget Action Increasing Revenue and Appropriations Recognizing Grant Funds in the Health and Human Services Agency Environmental Health Division for the National Environmental Health Association (NEHA) Grant ($19,000)(4/5ths Vote Required)

CA8. **Health and Human Services Agency**

Approve Budget Action Increasing Revenue and Appropriations Recognizing Grant Funds in the Health and Human Services Agency Environmental Health Division for the HMAP-OES (Hazardous Materials Area Plan-Office of Emergency Services) Grant ($19,156)(4/5ths Vote Required)

CA9. **Health and Human Services Agency**

Approve the California Department of Social Services (CDSS) Memorandum of Understanding (MOU) for Exchange of Confidential Information; and Authorize the Board of Supervisors Chair to Sign the MOU

CA10. **Health and Human Services Agency**

Approve First Amendment to the Software as a Services (SaaS) Agreement with NinePatch, Inc for a Community Information Exchange (CIE); Increasing the Amount by $40,700 to a New Amount of $603,500 for Software Services; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA11. **Health and Human Services Agency**

Approve First Amendment with Aegis Treatment Center, LLC, in the Amount of $150,000 for a Rate Increase of the Outpatient Narcotic Treatment Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA12. **Health and Human Services Agency**

Approve First Amendment with The Building Design Group, Inc. Increasing the Amount by $22,091 for a New Amount Not to Exceed $81,691, for Additional Costs for Architectural and Engineering Services; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA13. **Planning**

Re-Appoint Tony Toso to the Agricultural Advisory Committee as a Member Representing the Category for Cattle Industry, and Appoint Jordan Cory to the Agricultural Advisory Committee as a Member Representing the At-Large Category with Terms Expiring February 28, 2027

CA14. **Planning**

Appoint Joseph Liebman to the Wawona Town Planning Advisory Committee with an Existing Term that will Expire February 28, 2026; Re-Appoint Eugene Spindler and Charles (Chuck) Jones to the Wawona Town Planning Advisory Committee with Terms Expiring February 28, 2027; and Recognize the Service of Roger Soulanille to the Wawona Town Planning Advisory Committee

CA15. **Planning**

Accept Resignation and Recognize the Service of Moose Mutlow as a Public Member on the Local Agency Formation Commission (LAFCo)

CA16. **Planning**

Approve Second Amendment with WRT, Inc Adjusting the Cost Proposal, for Design Services; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA17. **Public Works**

Adopt a Resolution Verifying County-Maintained Road Mileage

CA18. **Sheriff's Office**

Approve an Agreement with Trinity Services Group in the Amount of $255,179.46 for Dietary Services at the Mariposa County Jail; and Authorize the Board of Supervisors Chair to Sign the Agreement

E. Items removed from Consent Agenda

None.

F. Departmental Presentation

Luis Mercado/Auditor noted the delinquency letter received due to the late audits for Mariposa County. He noted that he was there to discuss what those letters meant and how they would move forward. He noted the county currently had three contracts that would be impacted by the designation, and payments would be granted for the services on a reimbursement basis instead of receiving the funds in advance, and would require Mariposa to maintain both technical and Board assistance. Mr. Mercado noted that he would discuss with the fiscal staff at HHSA how operations will look for them moving forward and what needs to be accounted for. He described that in order to move forward and remove the high-risk designation, they would need to complete the missing audits by January 2026. He noted the 2023 audit was near completion. He

noted they were working with Public Works regarding calculations of some projects' costs. Mr. Mercado explained that the county did not currently have a contract with an independent auditor to complete the 2024 and 2025 audits, but he was working to resolve this as quickly as possible. He noted the county needed to complete the 2025 audit by March 2026 to stay in compliance. He added that the renewal agreement would need to describe specific dates to ensure the audits were completed on time. Mr. Mercado noted that was the plan, and he would be coming back to the Board with those agreements once he had discussed them with the Administration Department.

Supervisor Poe noted it had taken some courage for Mr. Mercado to come up and inform the Board in person of the latest situation. Supervisor Poe questioned the number of deadlines that had not been met.

Mr. Mercado replied to Supervisor Poe, noting they had completed the 2022 Audit in January, and he had hoped to complete the other by March, but that had not happened. He added he hoped to complete the rest now at the end of the month. In response to Supervisor Kiser, Mr. Mercado noted that they were looking to hire someone, but the process still required background checks, which were in the hands of Human Resources. If all worked out, the new hire would begin on September 1st.

Joe Lynch/County Administrative Officer, noted that if the 2023 audit was completed this week, they would be taken off the high-risk list. He noted that fiscal year 2023 was due last March 2024, and now there were stacking audits; since 2023 was not yet completed, it labeled the county as being high risk. Mr. Lynch noted that if their audits were not completed, the contracts with CSD would be canceled, the first being energy assistance with LiHeap, which provides wood and propane to residents in need, valued at approximately $750,000. Additionally, the Community Service Block Grants would also be impacted. He added there would be roughly a million dollars lost. Mr. Lynch noted that when they received the letter from the CSD, it stated that they had to complete this task by January 2026. He noted that normally the money from these grants is received upfront, but now it will be done on a reimbursement basis. He noted that they were going to give specific deadlines for 2023, 2024, and 2025 to be completed. He added that this would give the county ample time to catch up. Mr. Lynch commented on the extension of the Smith and Newell contracts. He noted the risk of losing the roughly million-dollar contracts and the importance of getting caught up by January 2026. In response to Supervisor Kiser, Mr. Lynch noted that they had the cash flow to cover the services and submit reimbursements for the time being.

Chair Smallcombe noted that the key questions were whether the departments would have the resources to reconfigure the new processes to meet the new framework, and asked what resources would be necessary to ensure that the million dollars in contracts were not lost. She noted the importance of LiHeap in our community and the programs offered in the winter, adding that they needed to know for certain they would be in a position to not lose contracts as of January 1st.

Supervisor Poe noted the importance of LiHeap due to Mariposa County being the seventh-lowest income per capita out of the 58 counties in the state. He referred to Mr. Mercardo as being a very nice man but was concerned about continually dealing with this problem. He noted that they had asked the auditors' office if they had the necessary resources and staff to operate, and were always told yes. He questioned whether Mr. Mercado was the right person for the job because of the negative impact he was having on other departments.

Mr. Mercado relayed to the Board that he believed he was the best person for the job and noted reasons why the department had been struggling. He noted the projects they had been working on and the situations that had caused the delay. In response to Supervisor Smallcombe, Mr. Mercado noted he would be happy to

have further discussions with HHSA so they would continue to hit deadlines, adding he did not want to be the holdup; he wanted to be the solution. He noted that a discussion was needed between the Administration Department and the Auditors' Office, and then he would bring back a discussion and direction item to the Board.

G. Public Comment on Non-Agenda Items

Johnathan Noel asked a question regarding Supervisor Toso's comment about the gates and cattleguards, specifically the possibility of the landowners installing cattleguards themselves. He noted the safety factors and concerns with fire to get herself and her animals out. He suggested the use of a bolt cutter. Mr. Noel questioned why there was such a lag in completing the audits. He noted the cost to the taxpayer of having to complete the audits by January. He noted his concerns about the LiHeap program and questioned if they had the resources to ensure those programs did not go away. He questioned how the department could improve its overall efficiency and did not understand how it had reached this point. Mr. Noel noted that you would not be able to run a business this way, and if this audit was something that was supposed to happen each year, it did not make sense why the audits were not completed.

Jeanne Ann-Pine/Resident noted that she knew very little, but from what she had heard, she was wondering how many other grants would end up in jeopardy, for which the county would not receive any warning. She noted that these were precarious times, everyone was in, and the concerns that came with that. She noted the discussion regarding the county becoming self-insured and expressed her concerns about it, citing the Jerry Cox trial, and questioned what would happen if that case were to go against them. Ms. Pine, in referring back to the audits, simply stated, "These audits...wow".

Supervisor Toso, in response to Mr. Noel, noted she did not expect general funds to pay for cattleguards, and she had tried to work with nearby landowners.

Recess Board of Supervisors

9:49 AM Chair Smallcombe recessed the Board of Supervisors and the Deputy Clerk of the Board read the government code announcement.

Announcement Pursuant to Government Code 54952.3

H. LOCAL TRANSPORTATION COMMISSION

9:50 AM Chair Toso called the meeting of the Local Transmission Commission (LTC) to order.

Public Comment Period

No public comment was received.

LTC Regular Agenda

1. **Public Works**

Approve Execution of Federal Fiscal Year (FFY) 2025 Certifications and Assurances for Federal Transit Administration (FTA); and Authorize Mariposa County Local Transportation Commission (MCLTC) Executive Director to Sign the Certifications and Assurances (Subject to Approval as to Legal Form by County Counsel)

Jeannie Morvay-Clayton/Transportation Planning gave the staff report. No public comment was received.

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

Adjourn LTC

9:53 AM Chair Toso adjourned the meeting of the LTC.

Reconvene as Board of Supervisors

9:53 AM Chair Smallcombe reconvened the meeting fo the Board of Supervisors.

I. Board Information

Board information was received.

J. Adjournment

9:58 AM Chair Smallcombe adjourned the meeting in memory of Chris Suggs, Ryley Wood, Daniel Scott, James 'Jim' Musick, Lawrence James, Sony Harrigan, Laura Herring and Steve Abram.

Respectfully submitted,

Deanna Stickles
Deputy Clerk of the Board II

Danielle Bondshu
Clerk of the Board

Rosemarie Smallcombe
Chair, Board of Supervisors

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-277

MEETING: July 8, 2025

TO: The Board of Supervisors

FROM: Kristina Keheley, Health and Human Services Agency Director

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

Not Applicable

ATTACHMENTS

None

VOTE RESULT

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

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-278

MEETING: July 8, 2025

TO: The Board of Supervisors

FROM: Joe Lynch, County Administrative Officer

RE: Rescind Resolution 2023-259; and Adopt a New Confidential Employee Resolution with an Updated List of Confidential Classifications, Effective July 1, 2025

RECOMMENDATION AND JUSTIFICATION

Rescind Resolution 2023-259; and Adopt a New Confidential Employee Resolution with an Updated List of Confidential Classifications, Effective July 1, 2025.

Confidential employees are not represented by a labor bargaining unit because of their potential access or exposure to sensitive issues and strategies related to labor negotiations. Pursuant to Resolution 16-579, confidential employees are entitled to an additional three percent (3%) special pay because they are not represented.

1. Reclassify as Confidential one (1) Administrative Analyst I/II (special projects) allocation to the Administration Office and
2. Reclassify as Confidential one (1) Administrative Analyst I/II for a total of two (2) allocations in the Administrative/Human Resource Office.

This action is consistent with the way the confidential designation has been applied in the County and would allow the incumbents to be appropriately compensated. These positions continue to meet the definition of a confidential employee in the Confidential Employee Resolution and should therefore be included in the Resolution. Staff recommends approval of the new Confidential Employee Resolution, updating the list of confidential classifications.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board of Supervisors approves changes to the Confidential Resolution periodically. The following are prior confidential resolutions: May 16, 2023, Resolution 2023-259, September 20, 2022 - Resolution 2022-528, May 17, 2022 - Resolution 2022-297, August 6, 2019 Resolution 2019-453, and November 1, 2016 Resolution 2016-579 which authorized a three percent (3%) special pay for confidential employees.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not amend the current Confidential Employee Resolution, which could hinder the County's

effectiveness during labor negotiations.

FINANCIAL IMPACT

Funding for this action has already been included in the budget.

ATTACHMENTS

1. Confidential Resolution 7.2025_v2

VOTE RESULT

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

MARIPOSA COUNTY RESOLUTION NO.

RESCIND RESOLUTION NO. 2023-259 RELATIVE TO DESIGNATING CERTAIN CLASSIFICATIONS AS CONFIDENTAL AND APPROVE AN AMENDMENT TO THE LIST OF CONFIDENTIAL CLASSIFICATIONS

WHEREAS, California Government Code Section 3507.5, empowers a public agency to designate Management and Confidential Employees pursuant to rules and regulations adopted therefore; and

WHEREAS, Mariposa County Resolution No. 2023-259 established rules and regulations providing for the designation of Management and Confidential Employees; and

WHEREAS, Resolution No. 2023-259 further identified certain classifications as Confidential; and

WHEREAS, the Board of Supervisors desires to rescind Resolution No. 2023-259 because the classifications designated as Confidential need amending; and

WHEREAS, the Board of Supervisors desires to amend the list of Confidential classifications as follows:

1. Reclassify as Confidential one (1) Administrative Analyst I/II (special projects) allocation to the Administration Office and
2. Reclassify as Confidential one (1) Administrative Analyst I/II for a total of two (2) allocations in the Administrative/Human Resource Office.

NOW THEREFORE BE IT RESOLVED by the Mariposa County Board of Supervisors a political subdivision of the State of California, as follows:

1. Management positions shall be defined by the Memorandum of Understanding currently in effect with Mariposa County and the Mariposa County Managerial and Confidential Organization.

2. "Confidential Employee" means any employee who, in the regular course of his/her duties, is required to develop or present management positions with respect to employer-employee relations or whose duties normally require access to confidential information that is used to contribute significantly to the development of management positions. Confidential employees shall be designated by the County in accordance with the County's labor relations policies and procedures, and such designations will be considered by the County and the Union to be outside the statutory scope of bargaining.

   The following allocations are tied to the Mariposa County Managerial and Confidential Organization for benefits and salaries and are not dues-paying members of the unit. Benefits do not include Administrative Leave, and these employees are

subject to overtime compensation under the Fair Labor Standards Act, with the exception of the Administrative Analyst I/II and the Senior Administrative Analyst, which are overtime exempt as an administrative employee, and the Assistant Auditor and the Assistant County Counsel, which are overtime exempt as a professional employee pursuant to the Fair Labor Standards Act, and shall receive Administrative Leave.

a. Accountant I/II (Auditor's office – three (3) allocations)
b. Administrative Analyst I/II (Administration - special projects)
c. Administrative Analyst I/II (Human Resources- two (2) allocations)
d. Assistant Auditor
e. Assistant County Counsel
f. Deputy Clerk of the Board I/II (two (2) allocations)
g. Executive Assistant (County Administration)
h. Legal Executive Assistant (County Counsel's office)
i. Payroll Specialist I/II (Auditor's office – two (2) allocations)
j. Senior Administrative Analyst (Human Resources)

MARIPOSA COUNTY

Board of Supervisors

Information Item

MEETING: July 8, 2025

TO: The Board of Supervisors

FROM: Danielle Bondshu, Clerk of the Board

RE: Receive the List of Agreements Entered into by the County Administrative Officer (CAO) (Purchasing Agent) Pursuant to County Code Chapter 3.08, Entered into, Received and Processed in June of 2025

RECOMMENDATION AND JUSTIFICATION

Receive the List of Agreements Entered into by the County Administrative Officer (CAO) (Purchasing Agent) Pursuant to County Code Chapter 3.08, Entered into, Received and Processed in June of 2025.

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

BACKGROUND AND HISTORY OF BOARD ACTIONS

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

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

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

FINANCIAL IMPACT

Not Applicable

ATTACHMENTS

1. CAO Approved Agreements - 7-8-25

VOTE RESULT

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

CAO Approved Agreement

Board Agenda Item for July 8th, 2025

Contractor	Amount	Term	Service	Department
Mariposa County Resource Conservation District	$50,000	07/01/25 to 06/30/26	Grant Agreement for Forest Health Services	Administration
CPS HR	$12,225	06/10/25 to 08/31/25	Department Head Benefits Survey	Administration
Colantuono Highsmith Whatley, PC	$60,000	05/01/25 to 04/30/26	Legal Services	County Counsel
Mariposa Preschool Cooperative	$16,830	07/01/25 to 06/30/28	Lease of Real Property	County Counsel
Engineered Fire Systems, Inc.	$40,000	07/01/25 to 06/30/26	Fire Plan Review Services	Fire
Cornerstone Family Counseling Services	$30,000	07/01/25 to 06/30/28	Family First Prevention Services Assessments	HHSA
Coulter Cafe Twin Bird LLC	$25,000	07/01/24 to 06/30/25	Senior Meal Program in North County	HHSA
Evergreen Marriage and Family Counseling Services	$41,365	07/01/24 to 06/30/25	Independent Living Program	HHSA
Ranchos Counseling Services	$30,000	07/01/25 to 06/30/28	Family First Prevention Assessments	HHSA
Redwood Family Treatment Center	$35,000	07/01/25 to 06/30/26	Withdrawal Treatment Services	HHSA
Scott's Cleaning Services	$50,000	07/01/25 to 06/30/26	HHSA Year Cleaning Contract	HHSA
Socorro Saavedra	$25,000	07/01/25 to 06/30/26	Supervision & Counseling Services	HHSA
Stanislaus County Behavioral Health and Recovery Services	$35,000	07/01/25 to 06/30/26	Withdrawal Treatment Services	HHSA
Transformations Counseling & Community Services	$25,000	01/01/25 to 06/30/25	Assessment Services for Family First Prevention Services Act	HHSA
Mark Thomas	$35,000.00	02/21/23 to 06/30/30	Task Order No. 8 Mariposa County RTIP	PW
Cascade Software Systems LLC	$24,676	07/01/25 to 06/30/26	WinCAMS Annual Maintenance Agreement FY26	PW
Rosebrough Mortuary Services	$50,000	07/01/25 to 06/30/27	Mortuary services	SO
APA= Assistant Purchasing Agent (Department Head)				

MARIPOSA COUNTY

Board of Supervisors

Information Item

MEETING: July 8, 2025

TO: The Board of Supervisors

FROM: Danielle Bondshu, Clerk of the Board

RE: Receive the List of Agreements Entered into by the Mariposa County Department Heads (Assistant Purchasing Agents) Pursuant to County Code Chapter 3.08 Entered Into, Received and Processed in June 2025

RECOMMENDATION AND JUSTIFICATION

Receive the List of Agreements Entered into by the Mariposa County Department Heads (Assistant Purchasing Agents) Pursuant to County Code Chapter 3.08 Entered Into, Received and Processed in June 2025.

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

BACKGROUND AND HISTORY OF BOARD ACTIONS

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

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

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

FINANCIAL IMPACT

Not Applicable

ATTACHMENTS

1. Department Head Approved Agreements 7-8-25

VOTE RESULT

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

Department Head Approved Agreement

Board Agenda Item for July 8th, 2025

Contractor	Amount	Term	Service	Department
35-A District Agricultural Association (Fairgrounds)	$ 52,454	07/01/25 to 06/30/26	Grant Agreement - rent for CA State Mining and Mineral Museum	Administration
Area 12 Agency on Aging	$ 44,153	07/01/25 to 06/30/25	Administrative Match Agreement FY26	Administration
Integrated Data Services	$ 9,862	05/27/25 to 05/27/26	Data extraction for new Tyler Technologies software	Assessor
Colantuono Highsmith Whatley, PC	$ 10,000	01/01/25 to 12/30/25	Legal Services	County Counsel
Leist and Associates	$ 20,000	06/10/25 to 06/09/26	Investigation Services	County Counsel
MES Service Company, LLC	$ 3,500	05/30/25 to 05/29/26	Rescue Tool Service & Supplies	Fire
OHD, LLLP.	$ 1,500	06/10/25 to 11/30/25	Calibration & Maintenance of Respirator Fit Tester	Fire
Braille Works International, Inc.	$ 6,721	signing to 06/30/25	Translation of documents to both braille and audio format	HHSA
Language Line Services	$ 15,000	07/01/25 to 06/30/26	Comprehensive Interpretation Language Providers	HHSA
Matson Alarm	$ 1,000	05/01/25 to 06/30/26	Alarm - Panic Buttons at CHC	HHSA
Scott's Cleaning Service	$ 250	05/29/24 to 07/30/25	Cleaning inside of vehicle, carpets, upholstery	HHSA
Tarzana Treatment Center	$ 25,000	03/28/25 to 06/30/25	Residential Treatment Services	HHSA
Advanced Career Institute, Inc.	$ 4,995	12/15/24 to 04/30/25	Truck Driving School Training	HHSA
Fulce Engineering, Inc.	$ 3,596	04/15/25 to 12/01/25	Engineering Services @ 10304 Fiske Road	HHSA
Real Property Analysts	$ 7,000	06/18/25 to 08/31/25	Property Valuation Analysis	HHSA
S&S Electric	$ 1,000	06/15/25 to 08/31/25	Add & Install Electrical Outlet in Housing Area at HHSA	HHSA
Yosemite Glass & Window	$ 650	06/01/25 to 08/01/25	Window installation @ 5119 Jones St #A	HHSA

Ranch Fence Inc.	$ 7,794	05/15/25 to 11/30/25	Fencing - 10304 Fiske Road	HHSA
Capital Storytelling	$ 2,950	06/27/25 to 10/01/25	Storytelling workshops at Mariposa Library	Library
Michele Nowak-Sharkey	$ 10,000	05/15/25 to 12/31/25	ESL Literacy Assistance	Library
A Step Forward	$ 20,000	07/01/25 to 06/30/26	Juvenile Risk Assessments	Probation
ARC Document Solutions, LLC	$ 10,323	05/28/25 to 05/27/28	Surveyor Division Plotter Printer Lease	PW
Drugtech Toxicology Services, LLC	$ 10,000	07/01/25 to 06/30/26	Drug Testing & Monitoring for County DOT Staff	PW
Drugtech Toxicology Services, LLC	$ 10,000	07/01/25 to 06/30/27	Preemployment and For-Cause Drug Testing for County Staff	PW
Ernie Reda	$ 3,505	05/15/25 to 06/30/25	First Amendment Electrical Service on Airport Meter	PW
Mountain Aire Heating and Air Conditioning Inc	$ 5,461	06/09/25 to 06/30/25	Government Center Mini Split Installation	PW
Sweetser & Associates, Inc.	$ 12,000	06/23/25 to 12/31/25	Household Hazardous Waste Facility Assistance	PW
Pro-Tech Doors	$ 5,050	05/27/25 to 06/30/25	Fleet Roll-Up Door Repair	PW
United Ceiling	$ 5,350	12/01/24 to 11/30/25	Suspended Ceiling Installation	SO
Independent Investigations	$ 20,000	07/01/25 to 06/30/26	Investigation Services	SO
Jones Mayer	$ 20,000	07/01/25 to 06/30/26	Law Enforcement Consultation/Representation	SO
The CrisCom Company	$ 18,000	04/01/25 to 06/30/25	MOU Headquarters	SO
APA= Assistant Purchasing Agent (Department Head)				

MARIPOSA COUNTY

Board of Supervisors

Information Item

MEETING: July 8, 2025

TO: The Board of Supervisors

FROM: Danielle Bondshu, Clerk of the Board

RE: Receive the List of Software as Service License Agreements Entered into by the County Administrative Officer (Purchasing Agent) Pursuant to Resolution 22-116 Entered Into, Received, and Processed in June 2025

RECOMMENDATION AND JUSTIFICATION

Receive the List of Software as Service License Agreements Entered into by the County Administrative Officer (Purchasing Agent) Pursuant to Resolution 22-116 Entered Into, Received, and Processed in June 2025.

Per Resolution 22-116 Section 5.2.1.4, the Board is to receive a monthly informational item with a synopsis of agreements entered into for that particular month.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board receives a synopsis of Software as a Service License Agreements executed each month.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

The Board will be unaware of the Software Agreements that the CAO has authorized as the Purchasing Agent.

FINANCIAL IMPACT

Not Applicable

ATTACHMENTS

1. **Software as a Licence Report 7-8-2025**

VOTE RESULT

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

Software Approved Agreement

Board Agenda Item for July 8th, 2025

Contractor	Amount	Term	Service	Department
CivicPlus - SeeClickFix (Mobile App.)	$14,185	06/01/25 to continous	Mobile App.	COB
Sorenson Enterprise	$0	Signing to Ongoing	Consent & Certification - SaaS and equipment for deaf & hard of hearing	HHSA
Cellebrite	$20,346	07/01/25 to 06/30/26	Digital Intelligence Investigative Software	SO
APA= Assistant Purchasing Agent (Department Head)				

MARIPOSA COUNTY

Board of Supervisors

Information Item

MEETING: July 8, 2025

TO: The Board of Supervisors

FROM: Danielle Bondshu, Clerk of the Board

RE: Receive Minutes of the Committees Established by the Mariposa County Board of Supervisors Pursuant to Resolution 22-115, Section 10.2

RECOMMENDATION AND JUSTIFICATION

Receive Minutes of the Committees Established by the Mariposa County Board of Supervisors Pursuant to Resolution 22-115, Section 10.2.

BACKGROUND AND HISTORY OF BOARD ACTIONS

A Committee Policy was adopted by Resolution 22-115.

Per Section 10.2 of this policy it is required that all committees provide adopted minutes to the Clerk of the Board within thirty days of each meeting. For committees that meet quarterly or less frequently, draft minutes shall be submitted to the Clerk of the Board within thirty days of each meeting. In turn, the Clerk of the Board shall prepare an informational agenda item to submit the minutes to the Board of Supervisors.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

The Board will not receive the minutes and the committees and Clerk of the Board will be out of compliance of Mariposa County Resolution 22-115.

FINANCIAL IMPACT

Not Applicable

ATTACHMENTS

1. **250512 HSRPC Minutes FINAL**
2. **Law Library Min 6-5-25 - DRAFT**
3. **6-13-25 IHSS Advisory Committee Meeting - Minutes**

VOTE RESULT

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

http://www.mariposacounty.org/
The Planning Department

FINAL MINTUES OF THE HISTORIC SITES AND RECORDS PRESERVATION COMMISSION

MAY 12th, 2025 (Approved 6/9/25)

TIME: 10:00 A.M.
LOCATION: GOVERNMENT CENTER UPPER FLOOR
BOARD OF SUPERVISORS CHAMBERS
5100 BULLION STREET, MARIPOSA

1. Call to Order and Roll Call:

Seeing a quorum, the regular meeting of the Historic Sites and Records Preservation Commission (HSRPC) was called to order by Chair Jacob Hawley 10:01 A.M.
Present: Jacob Hawley, Richard Westfall, Clay River, Letha Goger, Jazzmyn Gegere, Kathleen Leavitt
Planning Staff: Polina Pivak, Sarah Hughes, Shane Patterson
Excused: Jeanetta Phillips, Jazzmyn Gegere
Guests: Joshua Standen

2. Public Comment on Non-Agenda Items: None

3. Approval of Minutes

a. April 14th, 2025 Meeting

By a unanimous vote, the HSRPC approved the minutes of the April 14th, 2025, meeting as presented, with a motion by Letha Goger, a second by Clay River, and an abstention by Kathleen Leavitt.

4. Discussion and Recommendation

a. Historic Design Review Application No. PLAN-DIS-2025-00013: Recommendation to the Planning Director on Minor Remodel located at 5025 Highway 140, (APN 013-184-011); Joshua Standen, Applicant:

Presentation by Polina Pivak, Refer to Packet.
Discussion: Standen clarified that two (2) hooded light fixtures with low and soft lighting will be next to sign. Three (3) other light sconces to be installed by awning. The sign will be above the awning. Stucco to be repaired but finish will stay the same.
Polina Pivak stated that with the clarification the lighting would be conforming to Historic Design Review Overlay standards.
The front of the structure will be white with black trim around windows and doors.
Letha asked who is the current owner. Polina Pivak said Happy Goat.

By a unanimous vote, HSRPC approved a motion by Letha Goger, and a second by Kathleen Leavitt, to recommend that the Planning Director approved the Historic Design Review Application No. PLAN-DIS-2025-00013 as clarified with the placement of lighting fixtures.

5. Committee Business

a. HSRPC Project Updates:

I. Records Preservation Program

- Discussion and Potential Recommendation on Agreement for Mariposa County and National Park Service Map Loan Agreement:

Sarah Hughes just returned to the Assessor/Recorder's Office. She will work on the issues within the agreement. Vince Kehoe and Sarah are meeting with the National Park Service this week. She will report back at the August meeting after the current tax season is complete. Jacob told Sarah that the inventory lists do not match. Sarah explained the National Park Service's numbering process, but she has many questions. Sarah will update the commission at a future meeting.
Letha Goger said inventory control is a major concern and goal. County control number needs to be on map as well as the control numbers that the National Park Service is using.
Sarah suggested she report at the August meeting. Polina Pivak to email updates in the meantime.

II. Historic Design Review Overlay (HDRO) Outreach Campaign:

Pivak reported that the Ad-Hoc Committee met. Preliminary goals are to visit local interest groups to explain the HSRPC and Historic Design Review Overlay. To develop flyers, presentation, etc.
Intention is to have citizens present to the public, not the county, to better relate issues.
Engage people to improve town signage/appearance. Create pride in our historic district.

III. Gold Rush Design Review Guidelines/National Endowment for the Arts Our Town Grant:

Polina Pivak stated that the Our Town Grant has been rescinded. County filed appeal to reverse the decision but has not heard back. The County will have to find other ways to continue the project. Jacob and Letha stated that we need to continue to work on goal. Work on the next steps of project with or without grant.

IV. Certified Local Government (CLG): No Update

V. Historic Resource Inventory Database: No Update

6. Future Agenda Items:

Polina Pivak stated that there is one future design review application in process.

7. Adjournment

There being no further business, the regular meeting of the HSRPC was adjourned at 10:46 AM.

Respectfully submitted by, Richard Westfall, Secretary for HSRPC

Minutes – Board of Law Library Trustees
June 5, 2025

The meeting commenced at 11:01 a.m. in the Law Library at the Mariposa County Superior Courthouse.

Present were Walter Wall, County Counsel/Risk Manager; Michael McAfee, District Attorney, Matt Johnson, County Librarian and Nicole Shagner, Legal Executive Assistant to County Counsel. Judge Fagalde, Judge Bryant and Rena Harrison were excused.

Walter Wall asked if there were any questions or concerns about the minutes from March 6, 2025 and March 27, 2025. As there were no questions Matt Johnson motioned to approve both sets of minutes with Michael McAfee seconding his motion. Ayes: Unanimous.

Last meeting, Judge Fagalde requested a pamphlet to be made with information regarding the services the Mariposa Library offers for in pro-per defendants or out of town layers. Matt Johnson made a pamphlet and it was shared. Walter Wall asked for one minor edit, Matt Johnson agreed to make that edit. Nicole Shagner and Matt Johnson will work together to make this pamphlet available inside the Mariposa County Superior Courthouse.

Nicole Shagner asked the Board if a purchase could be made from the Law Library budget for blank "post card" sized cardstock to print out the pamphlet so it can be made available inside courtrooms, and in the reception area of the Mariposa County Superior Courthouse for the advertisement for Westlaw at the Mariposa Library. Nicole Shagner made a motion to make this purchase with Michael McAfee seconding the motion. Ayes: Unanimous.

Discussion was held and the next scheduled Law Library Trustees meeting is scheduled for September 4, 2025 at 11 a.m. in the Law Library of the Mariposa County Superior Courthouse. Michael McAfee motioned with Matt Johnson seconding. Ayes: Unanimous.

There being no further business, the meeting adjourned at 11:06 a.m.

Respectfully submitted,

_____

Nicole Shagner
Law Library Trustees Secretary

In-Home Supportive Services

Public Authority Advisory Committee

of Mariposa County

Post Office Box 99

Mariposa, CA 95338

(209) 966-2000

MINUTES (DRAFT)

Friday, June 13th, 2025

Members Present: Dana Hallett, Darlene Miles, Mary Dempsey & Mary Wilson

Members Absent: Eva Adams & TerryLie DeBeck

Union Representative(s): Graciella Lepper

Staff Present: Janet Gass & Jesse Bullis

Board Of Supervisors (BOS) Liaison(s): Rosemarie Smallcombe

Guest(s): N/A

Recording Secretary: Jesse Bullis

Call to Order and Introductions: Seeing a quorum, the regular meeting of the In-Home Supportive Services Advisory Committee was called to order at 1:47PM by

chair Dana Hallett. The Committee proceeded to consider the agenda, and the following actions were taken or direction given:

1. Public Comments:
    a. N/A
2. Approvals:
    a. June 13th, 2025 Agenda:
        i. By unanimous vote, the committee approved the motion of Mary W., with a second by Mary D. to approve the June 13th., 2025 Agenda.
    b. May 9th., 2025 Minutes:
        i. By unanimous vote, the committee approved the motion of Mary W., with a second by Mary D. to approve the May 9th., 2025 Minutes.
3. UDWA - Union Status Update:
    a. Proposed changes to IHSS budget cuts, reduction of overtime cap
    b. Union took 143 providers, marched and rallied in Sacramento
        i. Legislature rejected all proposed cuts to IHSS, but the bill (AB 283) is moving forward in the legislature.
    c. Will be giving update calls to providers to inform of trainings at the library
    d. 40 hours of sick leave, not used by 6/30/2025, there will be no roll over. New allocation is set to be available 7/1/2025 for eligible providers.
    e. Darlene Miles asked if college assistance available to provider's grandchildren

i. Gracie – Not able to say at this time

4. New Business:
    a. N/A
5. Board of Supervisors / Agency and Branch Updates:
    a. Rosemarie Smallcombe - Board of Supervisors (BOS):
        i. Budget discussions early this month – approved the budget
            1. Expenditures should match expected revenues, should not have to cut any positions. Focus on increasing productivity
            2. When positions are lost, will be evaluated to determine if they are necessary to refill. We need to manage our operations carefully.
            3. A lot of counties around the country are having to cut staff.
        ii. Took a tour of reps from Senator Alvorado and Zanjiba (spelling?)
            1. We need to keep our reserves up so staff can be paid in the event of a major disaster.
        iii. Met with Area 12 last Thursday – approved a number of contracts necessary for Area 12's operations, including Mariposa. Set for another year.
        iv. Lots of new legislation proposed at the State level
        v. Dana – President wanting to look at firefighting abilities?

1. Rosemarie- executive order issued yesterday
    a. Forest Service that reports to secretary of agriculture will now be coordinating with bureau of land management. On the tour, Brian Mattos (forester for our region) CalFire, Fire Safe Council, Southern Sierra Miwuk also present. Shows partnership unlike has been seen in the past. Hope to increase fuel break projects funded.

vi. Dana – will forest service be handed to someone else
    1. Rosemarie – Forest service talking with CalFire and non-profits. Unknown what will happen.
    2. Dana – Forest service being left out of the conversation
    3. Rosemarie – they are working with the department of the interior. We need to focus on partnerships in these uncertain times. Try to champion important projects to make do with available funding. May end up relying as IGTs from USDA.

vii. Mariposa CHP merging with neighboring counties? Will it effect efficiency?
    1. Rosermarie – We do not have a CHP commander of our own. CHP determined they will not be refilling that position.

Direction will come from the Oakhurst office. Trying to utilize resources already available moving forward.

viii. DMV budget cuts? Only currently open 2 days a week

1. Rosemarie – Not sure, separate agency from CHP.

ix. Rosemarie – Mariposa County population shrinking – lost about 1,000 people from the last census. County making efforts to expand services to underserved populations in Mariposa County (North County). What can we do to revive our population to counteract this? Board approved either this past Tuesday or the Tuesday before that; $7 million to build a bridge to access Creekside. Looking for partners to build more apartments down there.

1. Questions about development may be directed to Planning Dept. perhaps they can be invited to future meetings to answer these questions. Looking for ways to construct affordable housing and middle-class housing closer to town. Also looking to expand bus services to transport people to/from work. Trying to attract developers for these projects. Planning commission working hard to update Title 16 & 17. These have to do with zoning and development. Focused on housing solutions, looking to broaden the scope of what is considered sufficient

housing ("park homes", tiny homes, etc). Trying to expand options for building homes. In talks about the County not having enough housing to fill open positions – applies to the Park Service and JCF also. Cannot hire a Librarian due to lack of affordable housing.

x. Dana – have duplexes been approved in the County?

1. Rosemarie – will ask about that. Planning Dept looking into that as an option. Looking into ADU (accessory dwelling units) and JADU (junior accessory dwelling units). Discussing expanding the "park model".

a. Tiny home communities – there is one in Tulare County. Rosemarie will be reaching out to that county to see how we can bring this option here.

xi. Rosemarie – speaking with other supervisors about land that the County owns and ways that we can develop it in useful ways.

b. Janet – Public Authority (PA):

i. Not much new to report. Had an enrollment session on 6/11/2025, no new registry providers. Caseload increasing in size, trying to recruit providers to keep up. Working closely with APS. Area 12 continues their efforts to assist as well.

c. Jesse – IHSS Social Worker Supervisor:

    i. Caseload increasing, in step with the rest of the State due to aging baby boomers.

6. Quarterly Stats Update:

    a. Due July 2025.

7. Next Scheduled Meeting Date: July 11th, 2025.

8. Adjournment: @ 2:50 PM.

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-279

MEETING: July 8, 2025

TO: The Board of Supervisors

FROM: Kristina Keheley, Health and Human Services Agency Director

RE: Approve Budget Action Increasing Revenue and Appropriations Recognizing Grant Funds in the Health and Human Services Agency Environmental Health Division for the National Environmental Health Association (NEHA) Grant ($19,000)(4/5ths Vote Required)

RECOMMENDATION AND JUSTIFICATION

Approve Budget Action Increasing Revenue and Appropriations Recognizing Grant Funds in the Health and Human Services Agency Environmental Health Division for the National Environmental Health Association (NEHA) Grant ($19,000)(4/5ths Vote Required).

The National Environmental Health Association (NEHA) budget was unintentionally omitted in the FY 24/25 Budget Preparation

This Budget Action will establish $19,000 in Revenue and $19,000 in Expenses within the FY 24/25 Budget.

The goal of the NEHA Grant Program is to reduce the occurrence of food borne illness risk factors found in food establishments. The NEHA Grant Program provides funding so that the local jurisdiction can complete a Risk Factor Study and implement intervention strategies to address out of compliance risks factors. The desired outcome is to enable managers to measure their program against national criteria and to demonstrate improvement in food safety.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Mariposa County Health & Human Services Agency, Environmental Health Division was awarded the NEHA Grant on January 1, 2024 and the grant agreement was approved by the Mariposa County Board of Supervisors on May 14, 2024 with Resolution #2024-175

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve the Budget Action and Mariposa County Health and Human Services Agency will not be able to utilize this funding source.

FINANCIAL IMPACT

There is no impact to the general fund. Revenue and corresponding appropriations are included in the Budget Action 3636-457.

ATTACHMENTS

1. FY 2425 NEHA Budget Action- signed

VOTE RESULT

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

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BUDGET ACTION FORM

FUND	DEP/DIV	ACCOUNT	DESCRIPTION	PROJECT	INCREASE	DECREASE
3636	457	45063	NEHA-FDA/State Revenue		(19,000)	
3636	457	51111	Salaries		7,740	
3636	457	52101	Retirement-Employer		1,061	
3636	457	52201	Medical Insurance		1,334	
3636	457	52202	Dental Insurance		415	
3636	457	52203	Vision Insurance		93	
3636	457	52205	Life Insurance		32	
3636	457	52208	Medical Insurance Admin Fee		26	
3636	457	52301	Social Security		961	
3636	457	52302	Medicare		638	
3636	457	52303	SDI		700	
3636	457	60111	Training/travel		6,000	
				TOTALS	0	0

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.

FISCAL YEAR: FY 24/25

DEPARTMENT HEAD SIGNATURE DocuSigned by: kristina kelley EF2F2BFCD1BA4C6... DATE 6/25/2025 | 9:45 AM PDT

AUDITOR SIGNATURE DATE

COUNTY ADMINISTRATIVE OFFICER SIGNATURE DATE

APPROVED BY RES NO. CLERK DATE

DEPARTMENT

AUDITOR'S USE ONLY
BA #

Budget Action Form Revised 07/01/2024

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-280

MEETING: July 8, 2025

TO: The Board of Supervisors

FROM: Kristina Keheley, Health and Human Services Agency Director

RE: Approve Budget Action Increasing Revenue and Appropriations Recognizing Grant Funds in the Health and Human Services Agency Environmental Health Division for the HMAP-OES (Hazardous Materials Area Plan-Office of Emergency Services) Grant ($19,156)(4/5ths Vote Required)

RECOMMENDATION AND JUSTIFICATION

Approve Budget Action Increasing Revenue and Appropriations Recognizing Grant Funds in the Health and Human Services Agency Environmental Health Division for the HMAP-OES (Hazardous Materials Area Plan-Office of Emergency Services) Grant ($19,156)(4/5ths Vote Required).

The HMAP-OES Grant budget was unintentionally omitted in the FY 24/25 Budget Preparation

This Budget Action will establish $19,156 in Revenue and $19,156 in Expenses within the FY 24/25 Budget.

The HMAP-OES Grant was awarded to update the Area Plan for Emergency Response to Hazardous Materials incidents. The previous Area Plan for Emergency Response to Hazardous Materials was last updated in 2016.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Mariposa County Health & Human Services Agency, Environmental Health Division was awarded the HMAP-OES Grant on January 18, 2024 and the grant agreement was approved by the Mariposa County Board of Supervisors on May 14, 2024 with Resolution #2024-194.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve the Budget Action and Mariposa County Health and Human Services Agency will not be able to utilize this funding source.

FINANCIAL IMPACT

There is no impact to the general fund. Revenue and corresponding appropriations are included in the Budget Action 3638-457.

ATTACHMENTS

1. FY 2425 HMAP - OES Budget Action signed

VOTE RESULT

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

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BUDGET ACTION FORM

FUND	DEP/DIV	ACCOUNT	DESCRIPTION	PROJECT	INCREASE	DECREASE
3638	457	45063	HMAP-OES/State Revenue		(19,156)	
3638	457	51111	Salaries		4,261	
3638	457	52101	Retirement-Employer		832	
3638	457	52201	Medical Insurance		1,158	
3638	457	52202	Dental Insurance		63	
3638	457	52203	Vision Insurance		51	
3638	457	52205	Life Insurance		28	
3638	457	52208	Medical Insurance Admin Fee		18	
3638	457	52301	Social Security		470	
3638	457	52302	Medicare		107	
3638	457	52303	SDI		168	
3638	457	60301	General Professional Svc		12,000	
				TOTALS	0	0

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.

FISCAL YEAR: FY 24/25

DEPARTMENT HEAD SIGNATURE DocuSigned by: kristina kelseley EF2F2BFCD1BA4C6... DATE 6/25/2025 | 9:45 AM PDT

AUDITOR SIGNATURE DATE

COUNTY ADMINISTRATIVE OFFICER SIGNATURE DATE

APPROVED BY RES NO. CLERK DATE

DEPARTMENT

AUDITOR'S USE ONLY
BA #

Budget Action Form Revised 07/01/2024

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-281

MEETING:	July 8, 2025
TO:	The Board of Supervisors
FROM:	Kristina Keheley, Health and Human Services Agency Director
RE:	Approve the California Department of Social Services (CDSS) Memorandum of Understanding (MOU) for Exchange of Confidential Information; and Authorize the Board of Supervisors Chair to Sign the MOU

RECOMMENDATION AND JUSTIFICATION

Approve the California Department of Social Services (CDSS) Memorandum of Understanding (MOU) for Exchange of Confidential Information; and Authorize the Board of Supervisors Chair to Sign the MOU.

The Mariposa County, Health and Human Services Agency (HHSA is to be provided access to confidential data for the sole purpose of conducting program evaluations. Contractor shall use the quarterly EDD base wage data to understand labor market participation of its employment services clients (e.g., California Work Opportunity and Responsibility to Kids (CalWORKs), CalFresh Employment & Training, and County General Assistance program clients in Mariposa County).

CDSS shall request and use the EDD's confidential information only for the purpose of conducting internal research, budget development, performance monitoring and program evaluation pursuant to the Welfare and Institutions Code Sections 10533, 10540.5, 10541, 10606.1, 10609.4, 10850, 11322.63, 11525, 15204.6 and, and
Section 1095(ai) of the CUIC, and Sections of 7 United States Code (USC) 2020(e)(16) and (17), 42 USC Section 611, 42 USC Section 677 of the Social Security Act.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board of Supervisors approved the previous MOU on January 17, 2023, through Resolution #2023-211.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If the Board does not approve the agreement, the County of Mariposa faces the risk of non-compliance with several federal and state regulations.

FINANCIAL IMPACT

None

ATTACHMENTS

1. CDSS - MOU (EDD Info Exchange) 2025 Ongoing V1

VOTE RESULT

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

MEMORANDUM OF UNDERSTANDING BETWEEN THE CALIFORNIA DEPARTMENT OF SOCIAL SERVICES AND MARIPOSA COUNTY HEALTH AND HUMAN SERVICES AGENCY

A. Purpose

This Memorandum of Understanding ("MOU") is entered into by the California Department of Social Services (hereinafter referred to as "CDSS") and Mariposa County Health and Human Services Agency (hereinafter referred to as "County") for the purpose of establishing the terms, conditions, and limitations for the exchange of confidential information contained in various datasets. For the purposes of this MOU, CDSS and County may be referred to individually as the "Party" or collectively as the "Parties".

This MOU authorizes County to receive data from the CDSS in order to conduct the program evaluations described herein.

B. Background and Authority

The Legal Authority for this Agreement by which the Employment Development Department (EDD) provides confidential wage and unemployment insurance claim information to the California Department of Social Services (CDSS) is pursuant to Section 1095(ai) of the California Unemployment Insurance Code (UIC), which enables federal, state, or local government departments or agencies, or their contracted agencies, subject to federal law, including the confidentiality, disclosure, and other requirements set forth in Part 603 of Title 20 of the Code of Federal Regulations, to evaluate, research, or forecast the effectiveness of public social services programs administered pursuant to Division 9 (commencing with Section 10000) of the Welfare and Institutions Code, or Part A of Subchapter IV of Chapter 7 of the federal Social Security Act (42 U.S.C. Sec. 601 et seq.), when the evaluation, research, or forecast is directly connected with, and limited to, the administration of the public social services programs.

County is to be provided access to EDD quarterly base wage files ("EDD Confidential Data") for the sole purpose of conducting program evaluations. County shall use the EDD Confidential Data to understand labor market participation of its employment services clients (e.g., California Work Opportunity and Responsibility to Kids (CalWORKs), CalFresh Employment & Training, and County General Assistance program clients in Mariposa County Health and Human Services Agency).

C. Scope of Data Sharing

It is necessary for County to measure the effectiveness of welfare-to-work and employment services efforts of residents within its geographic area in order to provide valuable input into subsequent programmatic design and resource allocation decisions. Additionally, these analyses are a useful tool in developing caseload forecasts and adapting employment services programs in response to labor market trends.

County data does not currently include any information on employment or earnings of its program recipients, and the EDD Confidential Data are the only accessible source for tracking the earned income of clients after receiving employment services. Additionally, several files produced by the EDD are the only accessible data source for tracking the employment and earnings of welfare program recipients after leaving public assistance as well as unemployment and disability payments. Matching client data with the EDD Confidential Data provides County with robust employment and earnings data that can be tracked over time for specific groups of program clients.

County may use the following data sets acquired from CDSS:

1. **EDD Base Wage File**: Quarterly wage earnings for the most recent six (6) quarters available of all persons in the relevant county, 16 years or older and who received at least one month of public assistance in that county. The data extract includes quarter date; social security number; employer account number (EAN); and quarterly earnings. The base wage file shall enable Counties to track the employment records and earnings of current and former welfare recipients. Historical wage data up to five (5) years prior is also available upon special request for selected clients but would require a separate agreement.

2. **Employer Data**: This file is a subset of the Quarterly Census of Employment and Wages created by the Bureau of Labor Statistics. It contains California employer data, such as employer identification number (EIN), North American Industry Classification System (NAICS) industry classification code, employer trade name, street address, Federal Information Processing Standards (FIPS) county code, and total quarterly wages paid. Employer data is available upon special request.

3. **Unemployment/Disability (UI/DI) Files**: UI/DI files track the unemployment and disability benefits of welfare recipients. Data includes time of payment, payment amount, social security number, and client name. This data is available upon special request for selected clients, subject to the CDSS cost review and available funds.

County will use EDD Confidential Data to enable, with respect to the content and function of the reports that County will create, the accurate measurement of the following program outcomes:

1. The number and proportion of clients with earned income;
2. The total earnings of clients and their wage progression over time;
3. The continuity of employment over time; and
4. How outcomes differ across various socioeconomic/demographic characteristics and specific employment services programs.

D. County Responsibilities

1. County shall provide a file to CDSS containing unduplicated client social security numbers and birth data, preferably in SAS or Excel/CSV format, in order to link administrative county data to the EDD Confidential Data.

2. County shall instruct all employees, agents, or volunteers with access to the information provided through this MOU as to the following:

   a. The confidential nature of the EDD Confidential Data;
   b. The requirements of Division 19 of the CDSS Manual of Policies and Procedures for the protection of confidential information provided by the CDSS or held by the County in its administration of social services;
   c. The need to adhere to the security and confidentiality provisions outlined in Exhibit E – Protection of Confidentiality Provisions; and
   d. Exhibit C, the EDD/CDSS Agreement.

3. Use of EDD Confidential Data shall be directly related to only the purposes discussed in this MOU.

4. **Under no circumstances shall individual client data be disclosed or used to contact individual persons. All data shall be reported in aggregate to protect client privacy. All reports shall comply with the California Health and Human Services (CHHS) Agency De-Identification Guidelines.**

5. County shall request a Project Request Review form from the CDSS Contract Contact prior to each proposed re-disclosure of the EDD Confidential Data. Once completed, County shall return the completed Project Request Review form to the CDSS Contract Contact, who will submit it to the CDSS Data Use Contact for approval. If approved, the CDSS Data Use Contact will then submit the Project Request Review to EDD for final approval. Project Request Reviews should be submitted at least ninety (90) calendar days prior to the date that County intends to begin use of EDD Confidential Data. Project Request Review approvals are only valid for the specified re-disclosure and parameters submitted and reviewed in the applicable Project Request Review form.

6. County shall include a disclaimer that credits any analyses, interpretations, or conclusions reached to the authors and not to the CDSS. The disclaimer shall be in substantially the following form, unless the Parties agree otherwise in writing:

"The research reported herein was performed with the permission of the California Department of Social Services. The opinions and conclusions expressed herein are solely those of the author(s) and should not be considered as representing the policy of any agency of the California State Government."

7. County shall provide CDSS with a pre-publication draft of any reports ninety (90) days before publication. A "report" is any document, email, or website that includes outcomes, results, or findings using EDD Confidential Data that is made available to the public. EDD requires all publications using EDD Confidential Data to be reviewed and approved by their Information Security Office prior to publication. The CDSS shall respond within ninety (90) calendar days from receipt of the pre-publication draft, thereby allowing both organizations the opportunity for resolution of any possible issues. The CDSS shall facilitate the approval process between County and EDD. Should the CDSS disagree with any part of the report, a disclaimer stating the CDSS's disagreement shall be included in the final published report.

8. County shall allow the CDSS to conduct random on-site inspections, as needed, to ensure compliance with the terms of the MOU.

E. CDSS Responsibilities

1. The CDSS shall provide the EDD Confidential Data for the purposes specified in this MOU.

2. The CDSS shall facilitate the linkage of client records provided by County to EDD base wage administrative files for this MOU. The process shall require CDSS to transmit client records to EDD; EDD performs the actual linkage (matching) and shall make the matched records available to CDSS for access and subsequent distribution to County. This linkage requires a valid social security number and date of birth for each client.

F. AUTHORIZED REPRESENTATIVE:

The authorized representatives during the term of this MOU shall be:

CDSS
Data Contact:
Cate Bird, Research Data Specialist II
Fiscal Forecasting Branch
744 P Street, MS 08-14-90
Sacramento, CA 95814
Cate.Bird@dss.ca.gov
Phone: (916) 651-1092

Data Use Contact:
Data Access Unit, Data Stewardship & Integrity Bureau
Enterprise Data Management Branch
744 P Street, MS 8-5-26
Sacramento, CA 95814
DataAccessUnit@dss.ca.gov

Program Contract Contact:
Sadie Webb
CalWORKs Engagement Bureau
744 P Street, MS 8-8-33
Sacramento, CA 95814
Sadie.Webb@dss.ca.gov

Mariposa County Health and Human Services Agency
The Contractor shall designate a person to be responsible for the security and confidentiality of the data. The Contractor shall **immediately** notify CDSS in writing of a designee change.

Security Contact:
Dawn Garcia, Staff Services Analyst
5362 Lemee Lane
Mariposa, CA 95338
Phone: (209) 742-0883
DGarcia@mariposacounty.org

Program Contact:
Rebecca Maietto, Deputy Director
5362 Lemee Lane / P.O. Box 99
Mariposa, CA 95338
Phone: (209) 742-0955
RMaietto@mariposacouty.org

Contract Contact:
Beth Alexander, Administrative Analyst
5362 Lemee Lane / P.O. Box 99
Mariposa, CA 95338
Phone: (209) 742-0971
balexander@mariposacounty.org
contractshhsa@mariposacounty.org

Changes to this section do not require an amendment to this Agreement. The parties may change any of the above contacts by providing written notice to the other party within five (5) business days of the change.

G. TERM

This MOU shall be effective upon the signature of both the CDSS and County until terminated with 30 calendar days' written notice by either party.

H. GENERAL PROVISIONS

1. **Precedence.** The terms of the EDD and the CDSS agreement that provides authority and disclosure of data to this MOU shall take precedence over any conflicting terms or conditions set forth in any other part of the Agreement between County and the CDSS. Changes to the EDD and the CDSS Agreement may occur from time to time. Any such change to the EDD and CDSS Agreement will be provided to County in writing.

2. **Amendment**. This MOU may be amended by written mutual consent of the Parties.

3. **Termination**.

   a. Termination without cause: This MOU may be terminated by either party without cause upon 30 calendar days' written notice.

   b. Termination with cause: This MOU may be terminated immediately by either party if the terms of this MOU are violated in any manner.

   c. Other grounds for termination: In the event that any other contract, agreement or MOU which is identified in Section B. Background and Legal Authority, above, as being related to or necessary for the performance of this MOU, terminates or expires, this MOU shall be terminated upon the effective date of the termination of that contract, agreement or MOU, even if such termination will occur with less than thirty (30) calendar days written notice. If this MOU is terminated for any reason, County shall immediately provide to the CDSS a copy of any completed and uncompleted report, writing, or other work product resulting from this MOU.

4. **Disputes.** If a dispute arises in connection with this MOU involving the interpretation, implementation, or conflicts of laws, policies and regulations, County and the CDSS will meet and attempt to resolve the problem in a manner that is allowable under the laws of the State of California.

5. **Survival**. All provisions of this MOU relating to privacy, confidentiality and information security, including Confidentiality and Security Requirements, shall survive the termination or expiration of this MOU.

I. AUTHORIZED REPRESENTATIVES

By signing below, the individual certifies that it is acting as the representative of the entity named below and possesses the authority to enter into this MOU on behalf of that entity.

AGREED:

CALIFORNIA DEPARTMENT OF SOCAL SERVICES	**MARIPOSA COUNTY HEALTH AND HUMAN SERVICES AGENCY**
By: _____	By: _____
Sharon Hoshiyama	Authorized Signature
Section Chief	
Grants, MOU, Child Care Direct Services	Printed Name: Rosemarie Smallcombe
	Title: Chair, Board of Supervisors
Date: _____	Date: _____

EMPLOYMENT DEVELOPMENT DEPARTMENT
CONFIDENTIALITY AGREEMENT

Information resources maintained by the State of California Employment Development Department (EDD) and provided to your agency may be confidential or sensitive. Confidential and sensitive information are not open to the public and require special precautions to protect it from wrongful access, use, disclosure, modification, and destruction. The EDD strictly enforces information security. If you violate these provisions, you may be subject to administrative, civil, and/or criminal action.

Rosemarie Smallcombe (PRINT YOUR NAME) an employee of County of Mariposa (PRINT YOUR EMPLOYER'S NAME)

hereby acknowledge that the confidential and/or sensitive records of the Employment Development Department are subject to strict confidentiality requirements imposed by state and federal law include the California Unemployment Insurance Code (UIC) §§1094 and 2111, the California Civil Code (CC) §1798 et seq., the California Penal Code (PC) §502, Title 5, USC §552a, Code of Federal Regulations, Title 20 part 603, and Title 18 USC §1905.

_____ INITIAL acknowledge that my supervisor and/or the Contract's Confidentiality and Data Security Monitor reviewed with me the confidentiality and security requirements, policies, and administrative processes of my organization and of the EDD.

_____ INITIAL acknowledge responsibility for knowing the classification of the EDD information I work with and agree to refer questions about the classification of the EDD information (public, sensitive, confidential) to the person the Contract assigns responsibility for the security and confidentiality of the EDD's data.

_____ INITIAL acknowledge responsibility for knowing the privacy, confidentiality, and data security laws that apply to the EDD information I have been granted access to by my employer, including UIC §§1094 and 2111, California Government Code § 15619, CC § 1798.53, and PC § 502.

_____ INITIAL acknowledge that wrongful access, use, modification, or disclosure of confidential information may be punishable as a crime and/or result in disciplinary and/or civil action taken against me—including but not limited to: reprimand, suspension without pay, salary reduction, demotion, or dismissal—and/or fines and penalties resulting from criminal prosecution or civil lawsuits, and/or termination of contract.

_____ INITIAL acknowledge that wrongful access, inspection, use, or disclosure of confidential information for personal gain, curiosity, or any non-business related reason is a crime under state and federal laws.

_____ INITIAL acknowledge that wrongful access, use, modification, or disclosure of confidential information is grounds for immediate termination of my organization's Contract with the EDD.

_____ INITIAL agree to protect the following types of the EDD confidential and sensitive information:

- Wage Information
- Employer Information
- Claimant Information
- Tax Payer Information
- Applicant Information
- Proprietary Information
- Operational Information (manuals, guidelines, procedures)

_____ INITIAL hereby agree to protect the EDD's information on either paper or electronic form by:

- Accessing or using the EDD supplied information only as specified in the Contract for the performance of the specific work I am assigned.
- Never accessing information for curiosity or personal reasons.
- Never showing or discussing sensitive or confidential information to or with anyone who does not have the need to know.
- Placing sensitive or confidential information only in approved locations.
- Never removing sensitive or confidential information from the work site without authorization.
- Following encryption requirements for all personal, sensitive, or confidential information in any portable device or media.

"I certify that I have read and initialed the confidentiality statements printed above and will abide by them."

Smallcombe, Rosemarie
Print Full Name (last, first, MI)

Signature

County of Mariposa
Print Name of Requesting Agency

Date Signed

Check the appropriate box:

☐ Employee ☐ Student
☐ Subcontractor ☐ Volunteer
☐ Other _____
Explain

The California Department of Social Services
Confidentiality and Information Security Requirements

State Agency/Entity - v 2022 01

This Confidentiality and Information Security Requirements Exhibit (hereinafter referred to as "this Exhibit") sets forth the information security and privacy requirements the State Agency/Entity as defined by the State Administrative Manual (SAM) Section 4819.2 (hereinafter referred to as "State Entity") is obligated to follow with respect to all confidential and sensitive information (as defined herein) disclosed to or collected by State Entity, pursuant to State Entity's Agreement (the "Agreement") with the California Department of Social Services (hereinafter "CDSS") in which this Exhibit is incorporated. The CDSS and State Entity desire to protect the privacy and provide for the security of CDSS Confidential, Sensitive, and/or Personal (CSP) Information (hereinafter referred to as "CDSS CSP") in compliance with state and federal statutes, rules, and regulations.

I. Order of Precedence.

With respect to information security and privacy requirements for all CDSS CSP, unless specifically exempted, the terms and conditions of this Exhibit shall take precedence over any conflicting terms or conditions set forth in any other part of the Agreement between State Entity and CDSS.

II. Confidentiality of Information.

A. DEFINITIONS.

The following definitions apply to this Exhibit and relate to CDSS Confidential, Sensitive, and/or Personal Information.

1. "Confidential Information" is information maintained by the CDSS that is exempt from disclosure under the provisions of the California Public Records Act (Government Codes Sections 7920.000 et seq.) or has restrictions on disclosure in accordance with other applicable state or federal laws.
2. "Sensitive Information" is information maintained by the CDSS, which is not confidential by definition, but requires special precautions to protect it from unauthorized access and/or modification (i.e., financial or operational information). Sensitive information is information of which the disclosure would jeopardize the integrity of the CDSS (i.e., CDSS' fiscal resources and operations).
3. "Personal Information" is information in any medium (paper, electronic, or verbal) that alone, or in combination with other information, is linked or linkable to a specific individual in a manner that would allow a reasonable person in the community to be able to identify that individual with reasonable certainty. Personal Information includes, but is not limited to, information that identifies an individual (e.g., name, social security number,

driver's license number, home/mailing address, telephone number, financial matters with security codes, medical insurance policy number, Protected Health Information [PHI], etc.), personal characteristics that describe an individual (e.g., age, gender, race, ethnicity, language spoken, location of residence (including county), education status, financial status, physical description, sexual orientation, gender identity, medical history, employment history), and unique biometric data generated from measurements or technical analysis of human body characteristics (such as a fingerprint, retina, or iris image) used to authenticate a specific individual, but not a physical or digital photograph, unless used or stored for facial recognition purposes.

4. "Breach" is:
   a. the unauthorized acquisition, access, use, or disclosure of CDSS CSP in a manner which compromises the security, confidentiality or integrity of the information; or
   b. the same as the definition of "breach of the security of the system" set forth in California Civil Code section 1798.29(f).

5. "Information Security Incident" is:
   a. unauthorized access or disclosure, modification, or destruction of, or interference with, CDSS CSP that actually or potentially jeopardizes the confidentiality, integrity, or availability of an information system or the information the system processes, stores, or transmits or that constitutes a violation or imminent threat of violation of any state or federal law or in a manner not permitted under the Agreement between State Entity and CDSS, including this Exhibit.

B. CDSS CSP which may become available to State Entity as a result of the implementation of the Agreement shall be protected by State Entity from unauthorized access, use, and disclosure as described in this Exhibit.

C. State Entity is notified that unauthorized disclosure of CDSS CSP may be subject to civil and/or criminal penalties under state and federal law, including but not limited to:
- California Welfare and Institutions Code section 10850
- Information Practices Act - California Civil Code section 1798 et seq.
- Public Records Act - California Government Code section 7920.000 et seq.
- California Penal Code Section 502, 11140-11144, 13301-13303
- Health Insurance Portability and Accountability Act of 1996 ("HIPAA") - 45 CFR Parts 160 and 164
- Safeguarding Information for the Financial Assistance Programs - 45 CFR Part 205.50
- Unemployment Insurance Code section 14013

D. EXCLUSIONS.

"Confidential Information", "Sensitive Information", and "Personal Information" (CDSS CSP) does not include information that

1. is or becomes generally known or available to the public other than because of a breach by State Entity of these confidentiality provisions;
2. already known to State Entity before receipt from CDSS without an obligation of confidentiality owed to CDSS;
3. provided to State Entity from a third party except where State Entity knows, or reasonably should know, that the disclosure constitutes a breach of confidentiality or a wrongful or tortious act; or
4. independently developed by State Entity without reference to the CDSS CSP.

III. State Entity Responsibilities.

A. Training.

State Entity shall instruct all employees, agents, and subcontractors with access to the CDSS CSP regarding:

1. The confidential nature of the information;
2. The civil and criminal sanctions against unauthorized access, use, or disclosure found in the California Civil Code Section 1798.55, Penal Code Section 502 and other state and federal laws; and
3. CDSS procedures for reporting actual or suspected information security incidents in Paragraph IV - Information Security Incidents and/or Breaches.

B. Use Restrictions.

State Entity shall take the appropriate steps to ensure that their employees, agents, and subcontractors will not intentionally seek out, read, use, or disclose the CDSS CSP other than for the purposes described in the Agreement and to meet its obligations under the Agreement.

C. Disclosure of CDSS CSP.

State Entity shall not disclose any individually identifiable CDSS CSP to any person other than for the purposes described in the Agreement and to meet its obligations under the Agreement.

D. Subpoena.

If State Entity receives a subpoena or other validly issued administrative or judicial notice requesting the disclosure of CDSS CSP, State Entity will immediately notify the CDSS Program Contract Manager and the CDSS Information Security and Privacy Officer. In no event should notification to CDSS occur more than three (3) business days after receipt by State Entity's responsible unit for handling subpoenas and court orders.

E. Information Security Officer.

State Entity shall designate an Information Security Officer to oversee its compliance with this Exhibit and to communicate with CDSS on matters concerning this Exhibit.

F. Requests for CDSS CSP by Third Parties.

State Entity shall promptly transmit to the CDSS Program Contract Manager all requests for disclosure of any CDSS CSP, including Public Record Act (PRA) requests, (except from an Individual for an accounting of disclosures of the individual's personal information pursuant to applicable state or federal law), unless prohibited from doing so by applicable state or federal law.

G. Documentation of Disclosures for Requests for Accounting.

State Entity shall maintain an accurate accounting of all requests for disclosure of CDSS CSP Information and the information necessary to respond to a request for an accounting of disclosures of personal information as required by Civil Code section 1798.25, or any applicable state or federal law.

H. Return or Destruction of CDSS CSP on Expiration or Termination.

Upon expiration or termination of the Agreement between State Entity and CDSS, or upon a date mutually agreed upon by the Parties following expiration or termination, State Entity shall return or destroy the CDSS CSP. If return or destruction is not feasible, State Entity shall provide a written explanation to the CDSS Program Contract Manager and the CDSS Information Security and Privacy Officer, using the contact information in this Agreement. CDSS, in its sole discretion, will make a determination of the acceptability of the explanation and, if retention is permitted, shall inform State Entity in writing of any additional terms and conditions applicable to the retention of the CDSS CSP.

I. Retention Required by Law.

If required by state or federal law, State Entity may retain, after expiration or termination, CDSS CSP for the time specified as necessary to comply with the law.

J. Obligations Continue Until Return or Destruction.

State Entity's obligations regarding the confidentiality of CDSS CSP set forth in this Agreement, including but not limited to obligations related to responding to Public Records Act requests and subpoenas shall continue until State Entity returns or destroys the CDSS CSP or returns the CDSS CSP to CDSS; provided however, that on expiration or termination of the Agreement between State Entity and CDSS, State Entity shall not further use or disclose the CDSS CSP except as required by state or federal law.

K. Notification of Election to Destroy CDSS CSP.

If State Entity elects to destroy the CDSS CSP, State Entity shall certify in writing, to the CDSS Program Contract Manager and the CDSS Information Security and Privacy Officer, using the contact information, that the CDSS CSP has been destroyed.

L. Personnel Management.

Before a member of State Entity's workforce may access CDSS CSP, State Entity agrees to implement personnel practices in compliance with SAM Section 5305.4 Personnel Management.

M. Confidentiality Acknowledgement.

By executing this Agreement and signing Paragraph IX, CDSS Confidentiality and Security Compliance Statement, State Entity acknowledges that the information resources maintained by CDSS and provided to State Entity may be confidential, sensitive, and/or personal and requires special precautions to protect it from wrongful access, use, disclosure, modification, and destruction.

N. Confidentiality Safeguards.

State Entity shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the CDSS CSP that it creates, receives, maintains, uses, or transmits pursuant to the Agreement and SAM Section 5300. Including at a minimum the following safeguards:

1. **Data Encryption.**

   All State Entity-owned or managed laptops, tablets, smart phones, and similar devices that process and/or store CDSS CSP must be encrypted per SAM Section 5350.1 and using a FIPS 140-2, until deprecated, certified algorithm which is 128 bit or higher, such as Advanced Encryption Standard (AES). It is also recommended to encrypt other computing devices such as workstations or desktops with full disk encryption.

2. **Data Transmission Encryption.**

   All data transmissions of CDSS CSP outside the secure internal network must be encrypted using a FIPS 140-2, until deprecated, certified algorithm and a Transport Layer Security (TLS) protocol version that has not deprecated to provide privacy and data integrity.

3. **Server Security.**

   Servers containing unencrypted CDSS CSP must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.

4. **Removable Media Devices.**

All electronic files that contain the CDSS CSP must be encrypted when stored on any removable media or portable device Encryption must be a FIPS 140-2, until deprecated, certified algorithm which is 128 bit or higher, such as AES.

5. **Minimum Necessary.**

   Only the minimum necessary amount of the CDSS CSP required to perform necessary business functions may be copied, downloaded, or exported.

6. **Antivirus Software.**

   All State Entity-owned or managed workstations, laptops, tablets, and similar devices that process and/or store CDSS CSP must install and actively use a comprehensive anti-virus software solution that complies with the State Office of Information Security (OIS) Information Management Manual (SIMM) 5355-A Endpoint Protection Standard.

7. **Patch Management.**

   To correct known security vulnerabilities, State Entity shall install security patches and updates in a timely manner on all State Entity-owned or managed workstations, laptops, tablets, smart phones, and similar devices that process and/or store CDSS CSP as appropriate based on State Entity's risk assessment of such patches and updates, the technical requirements of State Entity's systems, and the vendor's written recommendations. If patches and updates cannot be applied in a timely manner due to hardware or software constraints, mitigating controls will be implemented based upon the results of a risk assessment.

8. **Information Security Monitoring and Auditable Events.**

   For monitoring of its networks and other information assets, State Entity must comply with SAM Sections 5335 Information Security Monitoring and 5335.2 Auditable Events.

9. **Paper Document Controls.**

   State Entity shall safeguard CDSS CSP in accordance with SAM Section 5365.2 Media Protection.

10. **Confidential Destruction.**

    CDSS CSP must be disposed of through confidential means, such as crosscut shredding and/or pulverizing.

IV. Information Security Incidents and/or Breaches of CDSS CSP

A. CDSS CSP Information Security Incidents and/or Breaches Response Responsibility.

State Entity shall be responsible for facilitating the Information Security Incident and/or Breach response process as described in California Civil Code 1798.29(e) and SAM Section 5340, Information Security Incident Management, including, but not limited to, taking:

1. Prompt corrective action to mitigate the risks or damages involved with the Information Security Incident and/or Breach and to protect the operating environment; and
2. Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.

B. Discovery and Notification of Information Security Incidents and/or Breaches of CDSS CSP.

State Entity shall notify the CDSS Program Contract Manager and the CDSS Information Security and Privacy Officer of an Information Security Incident and/or Breach as expeditiously as practicable and without unreasonable delay, considering the time necessary to allow State Entity to determine the scope of the Information Security Incident and/or Breach, but no later than three (3) calendar days after the discovery of an Information Security Incident and/or Breach. Notification is to be made by telephone call and email.

C. Investigation of Information Security Incidents and/or Breaches.

State Entity shall promptly investigate such Information Security Incidents and/or Breaches of CDSS CSP. CDSS shall have the right to participate in the investigation of such Information Security Incidents and/or Breaches. CDSS shall also have the right to conduct its own independent investigation, and State Entity shall cooperate fully in such investigations. State Entity is not required to disclose their un-redacted confidential, proprietary, or privileged information. State Entity will keep CDSS fully informed of the results of any such investigation.

D. Updates on Investigation.

State Entity shall provide regular (at least once a week) email updates on the progress of the Information Security Incident and/or Breach investigation of CDSS CSP to the CDSS Program Contract Manager and the CDSS Information Security and Privacy Officer until the updates are no longer needed, as mutually agreed upon between State Entity and the CDSS Information Security and Privacy Officer. State Entity is not required to disclose their un-redacted confidential, proprietary, or privileged information.

E. Written Report.

State Entity shall provide a written report of the investigation to the CDSS Program Contract Manager and the CDSS Information Security and Privacy Officer within thirty (30) business days of the discovery of the Information Security Incident and/or Breach of CDSS CSP. State Entity is not required to disclose their un-redacted confidential, proprietary, or privileged information. The report shall include, but not be limited to, if known, the following:

1. State Entity point of contact information;
2. A description of what happened, including the date of the Information Security Incident and/or Breach of CDSS CSP and the date of the discovery of the Information Security Incident and/or Breach if known;
3. A description of the types of CDSS CSP that were involved, and the extent of the information involved in the Information Security Incident and/or Breach;
4. A description of the unauthorized persons known or reasonably believed to have improperly used or disclosed CDSS CSP;
5. A description of where the CDSS CSP is believed to have been improperly transmitted, sent, or utilized;
6. A description of the probable causes of the improper use or disclosure;
7. Whether Civil Code sections 1798.29 or 1798.82 or any other federal or state laws requiring individual notifications of breaches are triggered; and
8. A full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the Incident and/or Breach of CDSS CSP.

F. Cost of Investigation and Remediation.

Per SAM Section 5305.8, State Entity shall be responsible for all direct and reasonable costs incurred by CDSS due to Information Security Incidents and/or Breaches of CDSS CSP resulting from State Entity's failure to perform or from negligent acts of its personnel, and resulting in the unauthorized disclosure, release, access, review or destruction, or loss, theft, or misuse of an information asset. These costs include, but are not limited to, notice and credit monitoring for twelve (12) months for impacted individuals, CDSS staff time, material costs, postage, media announcements, and other identifiable costs associated with the Information Security Incident, Breach and/or loss of data. However, in accordance with California Civil Code §1798.29 any agency that owns or licenses computerized data shall do the notification.

V. Contact Information.

To direct communications to the above referenced CDSS staff, State Entity shall initiate contact as indicated herein. CDSS reserves the right to make changes to the contact information below by giving written notice to State Entity. Said changes shall not require an amendment to this Exhibit or the Agreement to which it is incorporated.

CDSS Program Contract Manager

See the Scope or Statement of Work exhibit for Program Project Representative information.

CDSS Information Security & Privacy Officer

California Department of Social Services
Information Security & Privacy Officer
744 P Street, MS 9-9-70
Sacramento, CA 95814

Email: iso@dss.ca.gov
Telephone: (916) 651-5558

VI. Plan of Action and Milestones (POAM).

The parties acknowledge that State Entity may have identified information security weaknesses or deficiencies where State Entity is not currently in full compliance with SAM and/or other applicable standards and/or requirements and, correspondingly, related provisions within this Exhibit. To the extent that those weaknesses or deficiencies have been identified and addressed by State Entity through the development of a POAM, the development of the POAM and the progress towards remediation of weaknesses or deficiencies on the POAM shall be deemed to be compliance with the terms of this Exhibit.

VII. Audits and Inspections.

CDSS may inspect and/or monitor the Contractor's system(s) or environment(s) if either contains, or is reasonably believed to contain, CDSS CSP in order to ensure compliance with physical or logical safeguards required in this Exhibit. Contractor shall promptly remedy any violation of any provision of this Exhibit and shall certify the same to the CDSS Program Manager and the CDSS Information Security and Privacy Officer in writing. The fact that CDSS inspects, or fails to inspect, or has the right to inspect, does not relieve Contractor of its responsibility to comply with this Exhibit.

VIII. Amendment.

The parties acknowledge that federal and state laws regarding information security and privacy rapidly evolves, and that amendment of this Exhibit may be required to provide for procedures to ensure compliance with such laws. The parties specifically agree to take such action as is necessary to implement new standards and requirements imposed by regulations and other applicable laws relating to the security or privacy of CDSS CSP.

IX. Interpretation.

The terms and conditions in this Exhibit shall be interpreted as broadly as necessary to implement and comply with regulations and applicable State laws. The parties agree that any ambiguity in the terms and conditions of this Exhibit shall be resolved in favor of a meaning that complies and is consistent with federal and state laws and regulations.

X. CDSS Confidentiality and Security Compliance Statement

CALIFORNIA DEPARTMENT of SOCIAL SERVICES
CONFIDENTIALITY AND SECURITY COMPLIANCE STATEMENT v 2022 01

Information resources maintained by CDSS and provided to your entity may be confidential, sensitive, and/or personal and requires special precautions to protect it from wrongful access, use, disclosure, modification, and destruction.

We hereby acknowledge that the confidential and/or sensitive records of the CDSS are subject to strict confidentiality requirements imposed by state and federal law, which may include, but are not limited to, the following; the California Welfare and Institutions Code §10850, Information Practices Act - California Civil Code §1798 et seq., Public Records Act - California Government Code § 7920.000 et seq., California Penal Code §502, 11140-11144, 13301-13303, Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) - 45 CFR Parts 160 and 164, and Safeguarding Information for the Financial Assistance Programs - 45 CFR Part 205.50. State Entity agrees to comply with the laws applicable to the CDSS CSP received.

This Confidentiality and Security Compliance Statement must be signed and returned with the Agreement.

CDSS Representative:

Name (Printed):	
Title:	
Business Name:	
Email Address:	
Phone:	
Signature:	
Date Signed:	

READ and ACKNOWLEDGED: Information Security Officer (or authorized official responsible for business’ information security program)

Name (Printed):	Rosemarie Smallcombe
Title:	Chari, Board of Supervisors
Business Name:	County of Mariposa
Email Address:	
Phone:	
Signature:	
Date Signed:	

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-282

MEETING: July 8, 2025

TO: The Board of Supervisors

FROM: Kristina Keheley, Health and Human Services Agency Director

RE: Approve First Amendment to the Software as a Services (SaaS) Agreement with NinePatch, Inc for a Community Information Exchange (CIE); Increasing the Amount by $40,700 to a New Amount of $603,500 for Software Services; and Authorize the Board of Supervisors Chair to Sign the Amendment

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RECOMMENDATION AND JUSTIFICATION

Approve First Amendment to the Software as a Services (SaaS) Agreement with NinePatch, Inc for a Community Information Exchange (CIE); Increasing the Amount by $40,700 to a New Amount of $603,500 for Software Services; and Authorize the Board of Supervisors Chair to Sign the Amendment.

The California Department of Health Care Services (DHCS) utilized $150 million in funding received from the Behavioral Health Commission Infrastructure Program (BHCIP) and $55 million received from the Substance Abuse and Mental Health Services Administration through Coronavirus Response and Relief Appropriations Act (CRRSAA) to solicit applications to support and expand behavioral health mobile crisis and non-crisis services. The Health and Human Services Agency (HHSA) was awarded a grant in the amount of $700,000 to implement a Community Information Exchange with these funds and received the Board of Supervisors' approval for the agreement with NinePatch on February 7, 2023, through Resolution Number 2023-68. Upon further review, HHSA and NinePatch discovered the requirement for additional license fees that necessitates the request for increased funding for this agreement.

BACKGROUND AND HISTORY OF BOARD ACTIONS

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

On June 7, 2022, the Board approved Resolution Number 2022-333, for acceptance of $700,000 in funding from CCMU to implement a Community Information Exchange.

On February 7, 2023, the Board approved Resolution Number 2023-68, for approval of Software as a Service (SaaS) Agreement, Statement of Work (SOW), and Business Agreement (BA) with NinePatch, Inc. for a Community Information Exchange (CIE) in an amount of $562,800.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

The Board can choose not to approve the Amendment with Nine Patch, and the County incurs the risk of interruption to an existing service.

FINANCIAL IMPACT

None

ATTACHMENTS

1. **NinePatch, Inc. 2023 - Res. 2023-68-EXECUTED**
2. **First Amendment - Ninepatch Agreement 2025**

VOTE RESULT

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

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MARIPOSA COUNTY

Health and Human Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2023-68

MEETING: February 7, 2023

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

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

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

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

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

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

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

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

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

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

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

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

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

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

NinePatch

SOFTWARE AS A SERVICE AGREEMENT

NinePatch Whole Person Care

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

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

1. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

"Platform" refers to the NinePatch SaaS platform.

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

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

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

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

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

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

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

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

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

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

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2. SaaS SERVICES

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

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

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

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

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

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

3. RESTRICTIONS

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

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

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

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

4. CUSTOMER RESPONSIBILITIES

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

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

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

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

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

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

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

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

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

5. CHANGE ORDERS AND ALL PAYMENTS

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

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

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

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

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

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

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

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

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

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

6. TERM AND TERMINATION

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

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

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

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

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

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

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

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

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

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

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

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

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

7. SERVICE LEVEL AGREEMENT

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

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8. WARRANTIES

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

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

9. LIMITATIONS OF LIABILITY

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

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10. INDEMNIFICATION

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

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

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

11. CONFIDENTIALITY

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

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

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

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

12. GENERAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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IN WITNESS WHEREOF, the Parties have caused this SaaS Agreement to be executed as of February 7, 2023; 2023, the **"Effective Date"**, by their duly authorized representatives.

County of Mariposa, a political subdivision	**NinePatch, Inc.**
By: DocuSigned by: Miles S Menetrey B43EC70C19BE446...	By: DocuSigned by: Leigh G. Sterling-Gooden FB09ED8C22054E7...
Name: Miles Menetrey	Leigh Sterling-Gooden
Title: Chair, Mariposa County Board of Supervisors	President and CEO

4894-1291-0131, v. 1

Approved as to Legal Form:
DocuSigned by:
Steve Dahlem
F6A416F06B394BF...
Steven W. Dahlem, County Counsel

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NinePatch

EXHIBIT A

Statement of Work

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

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

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

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

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

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

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

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

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

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

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

2.2. Optional Implementation Services

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

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

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2.2.2.1. The system to integrate must be able to serve as an Identity Provider (IDP).

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

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

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

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

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

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

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

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

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

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

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

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

2.2.6.1. Facilitation

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

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

2.3. Collateral Materials

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

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

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

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

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

3. **NinePatch Minimum Requirements**

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

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

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

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

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EXHIBIT B

Product and Services Fees

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

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

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

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$25	3,000
$20	5,000+

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

3.2.1. One-time Costs

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

3.2.2. Recurring Costs

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

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

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

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

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

4.1. Other Services and Expenses, referenced in Exhibit A, Section 2.5

Optional Service	**Hourly Fee**	**Notes**
Other Services	$240.00	Other Services outside the scope of Exhibit A desired by the Customer can be provided through separate Change Orders at the stated hourly fee. The stated hourly fee is current as of contract execution and subject to the then current rates.
Travel Expenses	Actual Cost	Approved travel expenses will be reimbursed by Customer. No such travel expenses are currently anticipated. All travel expenses must be approved by Customer, in advance, prior to incurring such.

5. Customer Billing Information:

Billing Information	
Billing Department Name or Individual Contact:	Mariposa County Health & Human Services Attn: Lori Norman
Billing Department email:	Lnorman@mariposacounty.org

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Billing Department Address:	Mariposa County Health & Human Services c/o Lori Norman PO Box 99 Mariposa, CA 95338

6. **Maintenance:** Maintenance shall be performed from time to time by NinePatch without additional charge to the Customer. Maintenance does not include issues or changes identified by the Customer. Issues discovered by the Customer shall be handled by the Platform Support/Help Desk and Maintenance processes included in Exhibit D and any Customer-identified changes will be handled through the Change Management Process in Exhibit C referenced herein.

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EXHIBIT C

Change Management Processes

Overview

This document defines four processes: Change Requests, Purchase Orders, Fast Track Orders, and Change Orders. For the sake of clarity, applicable terms are identified as follows:

- **Ballpark Estimate** - The Ballpark Estimate provides a preview of a Change Order and includes an initial assessment of the scope, pricing, and schedule.
- **Change Request** - A request to NinePatch to make a change to the currently released version of the system licensed by Customer; such change may be identified by anyone (e.g., client, internal team member). Change requests are for something new that does not already exist within the system and/or has not been contracted. This document identifies the customer-facing process only.
- **Change Request Document (CRD)** - Documentation that details the Change Request. To ensure consistency and thorough requirements, NinePatch prefers the use of the CRD template, available upon request.
- **Change Order** - A legal work order/agreement binding both parties to the change. Customers wishing to make a change shall do so by providing their written requirements in a CRD. NinePatch will then use the CRD to develop a comprehensive scope of work (SOW). Change Orders are billed in two invoices: 50% upon contract execution, and 50% upon completion.
- **Discovery Fee** - A small, nonrefundable Discovery Fee invoiced upon receipt of change requests. This Discovery Fee allows us to recover some of the upfront costs associated with vetting a change request. If a customer chooses to move forward with (i.e., execute) a purchase order, fast track order, or change order, the Discovery Fee will be credited toward the total due. If the customer chooses not to move forward with a purchase order, fast track order, or change order, NinePatch will retain the Discovery Fee.
- **Fast Track Order** - A legal work order/agreement binding both parties to the change. Customers wishing to make a change shall do so by providing their written requirements in a CRD. NinePatch will then use the CRD to determine the scope of the request and an approach that provides a rapid turnaround. The total due is invoiced in full upon execution of the order. Fast Track Orders are often moved to the top of our development list. Payment in full allows the work to be expediated without incurring other fees (e.g., acceleration fee).
- **Issue** - Perceived functionality flaws in the performance of the system that are reported through the ticketing system. Issues are not to be confused with Change Requests.
- **Level of Effort (LOE)** – Completed by the Product Team, this detailed assessment of a change request is used to design the solution and develop the Change Order.
- **Purchase Order** - A legal work order/agreement binding both parties to the change. NinePatch follows a Purchase Order process for clearly identified technical requests (identified by NinePatch as an infrastructure/access change or similar request). Purchase Orders may or may not require a change request document. NinePatch will determine when a CRD is needed; there may

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be situations where a Purchase Order is issued by NinePatch without receipt of a CRD. The total due is invoiced in full upon execution of the order. Purchase Orders are often moved to the top of our development list. Payment in full allows the work to be expediated without incurring other fees (e.g., acceleration fee).

- **Scope of Work (SOW)** - A scope of work identifies a project's objectives, limits of scope, deliverables, estimated timeline, and projected cost.

Change Request Process

1. A change is identified.
2. Initial fields (in green) are documented by the Customer using the CRD template.
3. Customer submits Change Request to NinePatch's assigned Project Manager/Account Manager for review.
4. Project Manager/Account Manager reviews documentation for clarity and gaps. If needed, Project Manager/Account Manager works with Customer to clarify the request.
5. Customer and Project Manager/Account Manager meet to discuss document. Product Team may join this call. If NinePatch Team is to pursue request as a change order, additional information (in gray) will be provided by Customer using the CRD.
6. Project Manager/Account Manager notifies Accounting to issue invoice for Discovery Fee.
    i. Discovery Fee for Purchase Orders is a minimum of $500.
    ii. Discovery Fee for Fast Track Orders is a minimum of $500.
    iii. Discovery Fee for Change Orders is a minimum of $1,000 to initiate the discovery process for Change Orders, however, this fee could vary depending on the complexity of discovery required.
7. NinePatch Team reviews request for size, scope, and estimated cost.
    a. If request is for a technical solution (e.g., database):
        i. Project Manager/Account Manager provides preliminary pricing to Customer.
        ii. Purchase Order Process steps are followed.
    b. If request is not for a technical solution and is small in scope:
        i. Project Manager/Account Manager provides preliminary pricing to Customer.
        ii. Fast Track Process steps are followed.
    c. If request is not for a technical solution and is not small in scope:
        i. Change Order Process steps are followed.

Purchase Order Process

1. Business Development/Sales receives CRD from Project Manager/Account Manager.
2. Business Development/Sales drafts Purchase Order.

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3. Business Development/Sales forwards Purchase Order to Project Manager/Account Manager.
4. Project Manager/Account Manager shares Purchase Order with Customer.
5. Customer determines whether they want to pursue change according to the pricing and timeline.
    a. If Yes:
        i. The Purchase Order is signed/executed.
        ii. An invoice is issued for the Total Due.
        iii. Project Manager/Account Manager notifies the Product Team so that the work can be prioritized.
    b. If No:
        i. Project Manager/Account Manager notifies Product Team, and CRD and Purchase Order are archived.
        ii. Project Manager/Account Manager notifies Business Development/Sales and Accounting.

Fast Track Order Process

1. Project Manager/Account Manager drafts Fast Track Order and forwards to Business Development/Sales to confirm pricing.
2. Project Manager/Account Manager shares Fast Track Order with customer.
3. Customer determines whether they want to pursue change according to the pricing and timeline.
    a. If Yes:
        i. The Fast Track Order is signed/executed.
        ii. An invoice is issued for the Total Due.
        iii. Project Manager/Account Manager notifies the Product Team so that the work can be prioritized.
    b. If No:
        i. Project Manager/Account Manager notifies Product Team, and CRD and Fast Track Order are archived.
        ii. Project Manager/Account Manager notifies Business Development/Sales and Accounting.

Change Order Process

1. Product Team reviews documentation:
    a. For clarity, gaps, etc.
    b. To identify if change request is Customer/community-specific or platform-specific.
    c. Against roadmap, resource availability, and planned releases.
2. Product Team determines whether to pursue the change.

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a. If yes:
    i. Product Team prepares initial level of effort (LOE) including potential prioritization, hours, and estimated start date; may require further analysis.
    ii. Product Team works with Project Manager/Account Manager to develop a Ballpark Estimate document.
    iii. Ballpark Estimate is shared with Customer.
b. If No:
    i. Project Manager/Account Manager follows up with Customer.
    ii. Documentation is archived and process stops.

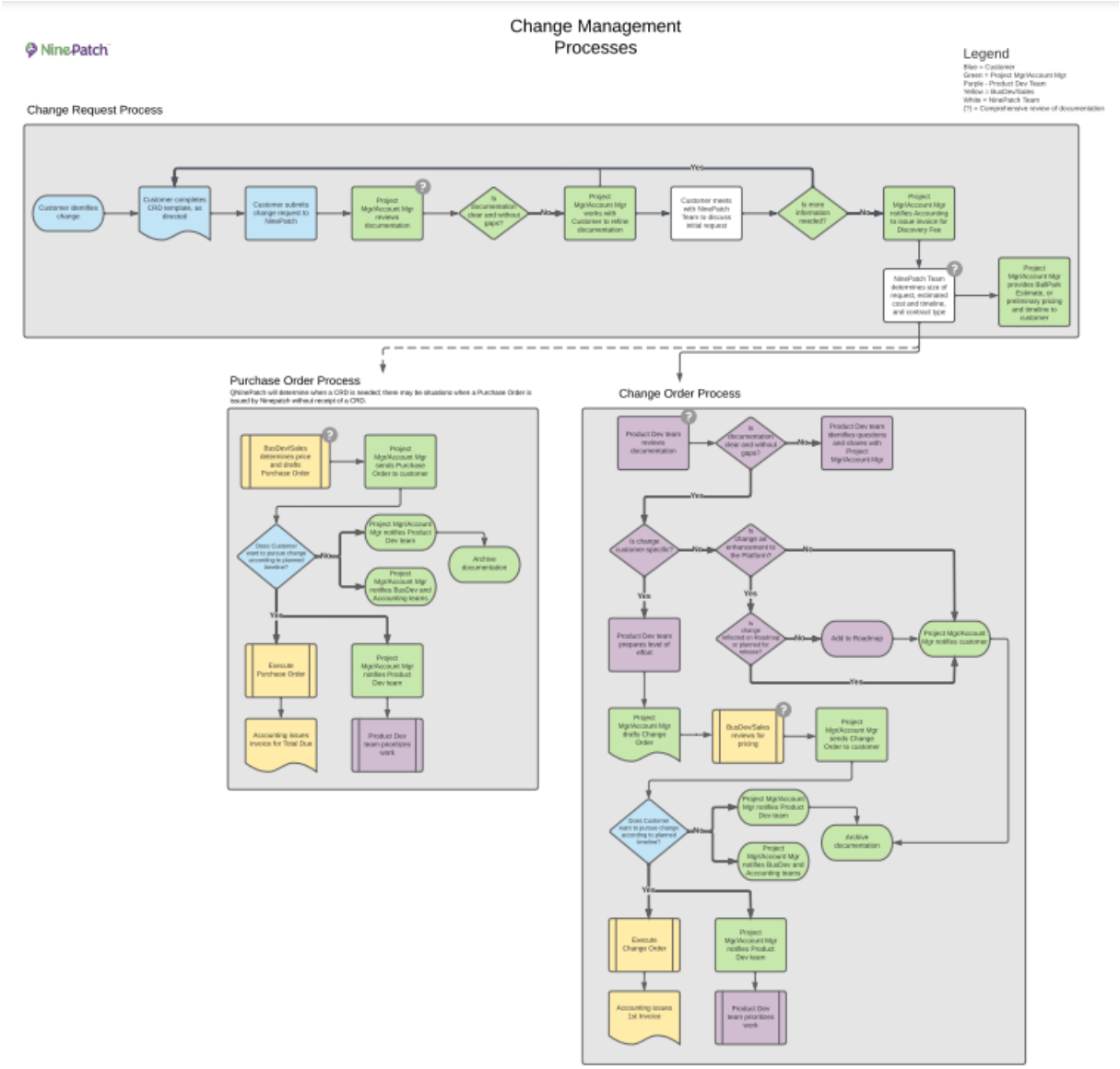
3. Product Team completes analysis and design and shares updated LOE with Project Manager/Account Manager.
4. Project Manager/Account Manager drafts Change Order using CRD and LOE.
5. Business Development/Sales team reviews documentation for pricing.
6. Project Manager/Account Manager shares Change Order with Customer.
7. Customer determines whether they want to pursue the change according to the pricing and timeline.

d. If Yes:
    i. The Change Order is signed/executed.
    ii. The first invoice is issued (for 50% of the Total Due).
    iii. Project Manager/Account Manager notifies the Product Team so that the work can be prioritized.
e. If No:
    i. Project Manager/Account Manager notifies Product Team, and CRD and Change Order are archived.
    ii. Project Manager/Account Manager notifies Business Development/Sales and Accounting.

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Figure 1 - Change Management Process



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Figure 2 - CRD Template

	Change Request Document	

Change Request Information (Completed by Requestor)	
Request Title	A title that uniquely identifies the request and will be used in future communications.
Request Date	The date the request is submitted.
Organization	The name of your organization, that has a contract with NinePatch.
Contact	The name and contact information of the person at your organization responsible for managing the request and/or requirements.
Subject Matter Experts	The names and contact information of subject matter experts related to the request and/or requirements.
Problem Statement	The business problem that needs to be solved and how it was identified.
Discovery	• What is a user better able to accomplish via this ask? • What is the added value or benefit to the user(s)? • Please give an example scenario(s) of how this would be used within a workflow • Any preliminary budget / time considerations / other context to know about?
Process Flowchart (optional)	A flowchart that depicts the business process related to the problem.
Use Case(s)	Examples of instances when or where the problem is apparent.
Attachment(s)	A list of files associated with the change request and the author of each.
Additional Detail/Notes	Any additional information that will promote understanding of the business problem, including any business logic.
Mandatory Completion Date (if any)	Date or timeframe when this request must be completed to meet existing commitments (e.g., grant funding).

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EXHIBIT D
Platform Support/Help Desk and Maintenance

This Exhibit D incorporates fully by reference any future (amendments/SOWs/COs) and sets forth the Platform Support/Help Desk and Maintenance services, including Support Service Level Agreement, agreed to by the Parties. Depending on the specific Statement(s) of Work, Support/Help Desk and Maintenance Services may or may not be applicable and this will be set forth in such Statement(s) of Work.

1. **Description**

Platform Support/Help Desk and Maintenance for the NinePatch Platform is fully functional and available and responsive to users of the platform. This Exhibit outlines service level standards and expectations for system monitoring, maintenance, and Level 2 and 3 support for the Platform.

- **System Monitoring:** The Platform will be monitored for performance and availability using web server monitoring and administrative tools. The system should be monitored, including but not limited to response times, page handles, page load times, refresh rate and system availability.
- **System Up-Time:** System Availability (as defined below) expectations for the Platform is to achieve a 24x7x365 up-time and availability for Users. Exclusions to this up-time are limited to scheduled maintenance windows to be handled during off-hours outside of 8 AM - 6 PM window Eastern Standard Time. These maintenance windows are to be used for regular system updates, patching and release deployment and will be communicated to Customer at least 24 hours in advance.
- **Maintenance:** The Platform will be supported by performing periodic maintenance of the environment. This could include and is not limited to updates to operating systems for physical or cloud hardware, updates to any commercial software or third-party systems, patching and updates to address information security and anti-virus, and updates for source code.
- **Customer Requested Changes:** As part of the maintenance and support work for the Platform, Customer requested changes may be implemented as part of the regular development iteration and release life cycle. Requested changes will be reviewed and prioritized to determine the value and benefit to the solution as well as capacity to address during regular updates to the Platform's source code. Any development activity addressing user requested changes will follow the same software development lifecycle, Quality Assurance and support process as other functionality to be developed per the SaaS Agreement.
- **Defect Management:** Defects or issues found in the Software will be addressed in a timely manner per the service level agreement defect and critical event timeframes noted in the Support Service Level Agreement (SLA) section, below. For this Exhibit, a defect or issue will be defined as any anomalous system occurrence that prevents the solution from functioning as expected based on normal operation or documented implementation requirements. This includes, but is not limited to, errors made in coding, system event errors, or hardware errors.
- **Disaster Recovery, Back Up and Redundancy:** Provisions shall be in place regarding the handling of data recovery and system restoration in the event of an emergency or disaster. These

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provisions could include services or offerings provided by other vendors or cloud hosting providers. In addition, the system environment including, but not limited to application configuration, source code, and Customer data, will be backed up regularly to enable restoration or recovery of data in the event of a loss or other unanticipated disruption of service.

2. **Technical Support Process**

Overview

The Technical Support Process is used by NinePatch customers to request technical support and by NinePatch staff to provide technical support. For the sake of clarity, applicable terms are identified as follows:

- **Service Level Agreement** – An agreement between the Customer and NinePatch that defines the level of service as it relates to technical support.
- **Technical Support Request** – An entry in the approved ticketing system that represents a request for technical support.
- **Issue** – A system event, error, defect or other issue deemed appropriate for technical support.
- **End User** – A user who uses the NinePatch system, who may or may not be employed by the Customer.
- **Tier 1 Support** – Technical support provided to end users by the Customer.
- **Tier 2 Support** – Technical support provided to the Customer by NinePatch.
- **Tier 3 Support** – Advanced technical support provided to the Customer by NinePatch.
- **Customer Priority** – The perceived priority assigned to a technical support request by the Customer.
- **Actual Priority** – The actual priority assigned to a technical support request after review by NinePatch technical support staff.
- **Status** – The status of the Technical Support Request.

Technical Support Request Steps

1. A NinePatch end user encounters an issue.
2. The NinePatch end user clicks on the Application Support link in the system, which directs them to a form or ticketing system hosted by the Customer.
3. The NinePatch end user enters relevant information (Name, Email, Phone, Organization, and Customer Priority) into the Application Support form or system and submits it.
4. A Customer Tier 1 Support member reviews the information.
    a. If the issue can be resolved, it is resolved by the Customer Tier 1 Support Member.
    b. If the issue cannot be resolved, the Tier 1 Support member creates a Technical Support Request in the NinePatch Service Desk and assigns a Customer Priority.

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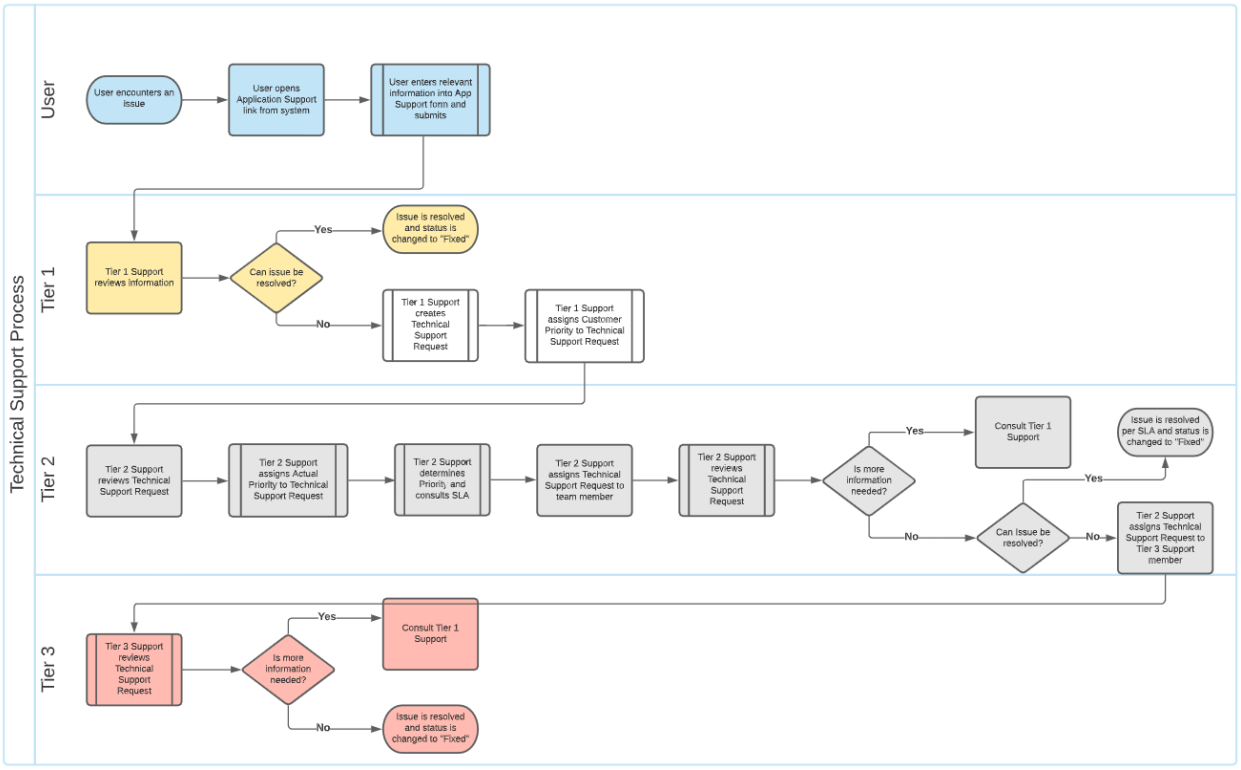
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5. A Tier 2 Support member reviews the Technical Support Request, assigns an Actual Priority, and responds to the Technical Support Request per the terms in the Service Level Agreement.
6. The Tier 2 Support member assigns the Technical Support Request to a member of the technical support team.
7. The assigned Tier 2 Support member reviews the Technical Support Request and determines if additional information is needed.
    a. If additional information is needed, they consult with the Tier 1 Support member.
    b. If the issue can be resolved by the Tier 2 Support member, it is resolved per the terms in the Service Level Agreement and the Status is updated accordingly.
    c. If the issue cannot be resolved, the Tier 2 Support member assigns the Technical Support Request to a Tier 3 Support member.
8. The Tier 3 Support member reviews the Technical Support Request and determines if additional information is needed.
    a. If additional information is needed, they consult with the Tier 1 and 2 Support members.
    b. The issue is resolved per the terms in the Service Level Agreement and the Status is updated accordingly.
9. The Tier 1 Support member reviews the resolution and verifies it.
    a. If the issue is verified the Status is updated accordingly and the End User is informed.
    b. If the issue is not verified the Status is updated accordingly and the Technical Support Request is sent back to Tier 2 Support. Refer to step 6.

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Figure 3 - Technical Support Tiered Support



3. Support Service Level Agreement (SLA)

The SaaS Product and Services will achieve System Availability (as defined herein) of at least 98% during each calendar year of the Subscription Term. "**System Availability**" means the number of minutes in a year that the key components of the SaaS Services are operational as a percentage of the total number of minutes in such year, excluding downtime resulting from (a) scheduled maintenance, (b) events of Force Majeure in the SaaS Agreement, (c) malicious attacks on the system, (d) issues associated with the Customer's computing devices, or (e) inability to deliver services because of acts or omissions of Customer or any User. NinePatch reserves the right to take the Service offline for scheduled maintenance for which Customer has been provided 24 hours' notice and NinePatch reserves the right to change its maintenance window upon prior notice to Customer.

- Coverage hours: Monday - Friday, 8 AM to 8 PM Eastern Standard Time
- Communication mechanism: support ticket system or email to support@ninepatch.com.
- Issues will be directed to Customer Help Desk or other designated and authorized Customer staff for initial Tier 1 triage and review. System events, errors, defects, or other issues deemed appropriate for Tier 2 or 3 resolution will be logged by Customer staff in an approved NinePatch ticketing system.
- Customers will be updated regarding issue resolution at regular intervals, as decided by NinePatch.

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- All time units are in business time [business hour(s), business day(s), business week(s)]. *

Actual Priority Level	**Description**	***Initial Response Timeframe**
Urgent	A complete Platform outage.	**1-hour Initial Response to Customer**
High	A Platform issue exists that has an operational impact that prevents Customers from being served, impacts data integrity or impacts data security. No workaround is available. *Example: An error prevents registration of new Customers.*	**4-hours Initial Response to Customer** NinePatch will use commercially reasonable efforts and allocate appropriate resources to resolve the issue as soon as possible.
Normal	A Platform issue exists that has an operational impact but does not prevent Customers from being served, has no impact on data integrity and has no impact on data security. One or more workaround(s) are available. *Example: A Customer referral does not appear in a user's task list.*	**24 hours Initial Response to Customer** An initial response to Customer begins within 24 hours, whereby an initial plan for resolution will be shared OR additional information will be gathered from Customer. Troubleshooting may begin if the technical support team has been unable to replicate the issue. NinePatch will use reasonable efforts and allocate appropriate resources to identify and resolve the issue as soon as possible.
Low	A Platform issue exists that has no operational impact. *Example: A layout or grammar issue with a form.*	**72 hours Initial Response to Customer** An anticipated timeline for correction (next release, or other date) will be shared OR additional information will be gathered from Customer. Troubleshooting may begin if the technical support team has been unable to identify or replicate the issue.

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NinePatch

EXHIBIT E
NinePatch Community Information Exchange (CIE) Toolkit

This Exhibit E sets forth available Community Development Resources.

The NinePatch CIE Toolkit is a collection of topics and steps that may assist NinePatch Customer and their communities in preparing for a NinePatch implementation. Some of these topics include community readiness, guiding principles, governance, data and consent, team-based care, and agency onboarding. Topics addressed within the NinePatch CIE toolkit should not be considered all-inclusive or a guarantee of CIE success.

The toolkit is organized into five sections: Getting Started, Data Governance, Community Goal Setting, Agency Onboarding, and Training.

1. **Getting Started**

   This collection of documents helps communities and potential network partners envision using the NinePatch platform. Some of the documents included in this collection include:

   - Imagine A World Where: Benefits to Clients, Case Managers, Medical Providers, and Administrators
   - NinePatch Client-Focused Practice Model
   - NinePatch Glossary
   - NinePatch Minimum Requirements
   - NinePatch Privacy and Consent Concepts

2. **Data Governance**

   This collection of documents supports forming a data governance committee, developing data governance policies, and general guidelines for data governance committee meetings.

   - Governance Committee Recruiting and Convening
   - Sample Governance Structure
   - Social Health Information Sharing Guiding Principles
   - NinePatch Team-Based Care and Consent
   - Sample Consent Form
   - Legal Framework
   - HIPAA Checklist

3. **Community Goal Setting**

   This collection of documents provides guidance and suggestions to help communities measure the success of their NinePatch implementation.

   - Community Readiness Assessment
   - Shared Language and Culture Guidance
   - Guidance on Goal Setting
   - Potential Community-Level Goals
   - Metrics to Monitor Development and Progression

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4. **Agency Onboarding**

   This collection of forms assists the customer in onboarding network partners.

5. **Training**

   This collection of documents consists of sample training outlines provided by customers who have delivered NinePatch training to their end users.

Agreements, forms, policies, and other documents provided by NinePatch as part of the NinePatch CIE Toolkit are samples only and shall not be considered as legal advice and are not binding on NinePatch. Customer should seek its own legal advice before using the aforementioned documents.

No legal advice is offered or inferred from the use of any of the NinePatch CIE toolkit content, including, but not limited to conversations around such content. This information is the intellectual property of NinePatch, and Customer has a limited license to use this information under these parameters only. NinePatch strongly recommends seeking the advice of qualified counsel and subject matter experts to ensure Customer's Federal, State, Regional and other related compliance requirements related to the prospective use of NinePatch CIE toolkit content.

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CUSTOMER BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("BAA") is entered into between Mariposa County Health and Human Services ("**Customer**"), with the address of 5362 Lemee Lane, PO Box 99, Mariposa, CA 95338 and NinePatch, Inc. ("**NinePatch**"), with the principal mailing address of PO Box 24368, Knoxville, TN 37933. Customer and NinePatch are collectively referred to as **"Parties."** The Parties agree that the following terms and conditions will apply to the services provided by NinePatch under the existing Software as a Service ("SaaS") Agreement(s) between the Parties. This BAA is effective as of the "Effective Date" set forth herein.

WHEREAS NinePatch has been contracted to perform certain functions, activities, and/or services for, or on behalf of Customer, requiring access to, or the use or disclosure of, Protected Health Information and/or Personally Identifiable Information ("PHI/PII");

WHEREAS Customer shall disclose or authorize disclosure of PHI/PII to NinePatch only on condition that NinePatch covenants and agrees to comply with the terms and conditions of this BAA in order to ensure compliance by the Parties with the Privacy Standards and Security Standards, as promulgated pursuant to the "Regulations" as defined in Section III of this BAA;

WHEREAS Parties agree NinePatch is only a data custodian of the PHI/PII placed by Customer and/or its assigns into the NinePatch platform and has no ownership interest in such PHI/PII;

WHEREAS Parties agree Customer assumes full responsibility for ensuring compliance with its obligations under Applicable Law as related to the rights of client(s) placed into the NinePatch Platform by all platform users, breach notifications as required by applicable law(s), demarcation of "sensitive" data, compliance with all related federal, state and local regulations and updates related to Data placed by Customer or its assigns in the NinePatch platform; and,

WHEREAS request(s) for any Data disclosure(s) made to NinePatch by any party other than Customer, including subpoena, court order, or other related to civil, administrative or legal proceeding(s), will be declined by NinePatch and directed back to Customer as the true owner of the Data.

NOW THEREFORE, in consideration of the above recitals and the mutual covenants of the Parties set forth below the Parties agree as follows:

I. APPLICABILITY AND OBLIGATIONS AS TO DATA

Section 1. Applicability. This BAA applies to all agreements between NinePatch and Customer pursuant to which Customer, or its assigns, provides or will provide any PHI/PII and Data to NinePatch in any form whatsoever, including without limitation, all executed SaaS Agreement(s) between the Parties. As of the Effective Date, this BAA shall automatically amend and be incorporated fully as part of any SaaS Agreement between the Parties, whether or not specifically referenced therein. In the event of any conflict or inconsistency between this BAA and a SaaS Agreement, this BAA shall control unless the SaaS Agreement provision in question establishes additional rights for Customer or additional duties or restrictions for NinePatch with respect to PHI/PII, in which case the SaaS Agreement provision shall control.

Section 2. Use and Disclosure of PHI/PII. NinePatch will use or disclose PHI/PII only in accordance with this BAA to perform functions, activities, or services for, or on behalf of Customer, as specified in the

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SaaS Agreement, provided that such use or disclosure would not violate any related regulatory requirements. NinePatch shall not use or disclose PHI/PII other than as permitted or required by the SaaS Agreement, this BAA, or as Required by Law. NinePatch shall, to the extent practicable, limit uses, disclosures, and requests for PHI/PII to a limited data set (as defined in 45 C.F.R § 164.514(e)) or to the minimum necessary to accomplish the intended purpose of such use, disclosure, or request (as described in 45 C.F.R. § 164.502(b)(1) and in any guidance issued by the Secretary of HHS).

Section 3. Specific Disclosures of PHI/PII; Offshore Use of PHI/PII Prohibited. NinePatch may disclose PHI/PII for NinePatch's proper management and administration or to carry out its legal responsibilities, but only if such disclosures are Required by Law, or NinePatch obtains reasonable assurances (including any legally required assurances) from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies NinePatch of any instances of which it is aware in which the confidentiality of the information has been breached. Neither NinePatch nor any contractor used by NinePatch shall store, process or otherwise handle PHI/PII outside of the United States.

Section 4. Security Standards; Safeguards Against Misuse of Information. NinePatch shall comply with the applicable requirements of the Security Standards and use appropriate safeguards to prevent the use or disclosure of PHI/PII other than in accordance with this BAA. NinePatch shall mitigate, to the extent practicable, any harmful effect that is known to NinePatch of a use or disclosure in violation of this BAA.

Section 5. Subcontractors. NinePatch shall ensure that any permitted subcontractor that creates, receives, maintains, or transmits PHI/PII on NinePatch's behalf agrees to comply with the applicable requirements of the Security Standards by entering into a business associate contract or other arrangement with such subcontractor that ensures HIPAA requirements applicable to NinePatch are met, including without limitation, 45 CFR § 164.314. Such agreement shall require the subcontractor to be bound by substantially the same restrictions, terms, and conditions that apply to NinePatch under this BAA with respect to PHI/PII.

Section 6. Access to PHI/PII. Within five (5) business days of receipt of Customer's or an Individual's request for access to or a copy of PHI/PII about an Individual contained in a Designated Record Set maintained by NinePatch, NinePatch shall provide such information to Customer or such Individual in accordance with the requirements of 45 C.F.R. § 164.524 and Section 13405(e) of HITECH (and any Regulations issued pursuant thereto).

Section 7. Amendments to PHI/PII/Records; Agreed-To Restrictions. NinePatch shall make amendment(s) to PHI/PII in a Designated Record Set maintained by NinePatch that Customer directs or agrees to pursuant to 45 C.F.R. § 164.526, at the request of Customer or an Individual, and in the time and manner designated by Customer. NinePatch shall comply with communicated restrictions in the use or disclosure of PHI/PII to which Customer has agreed and shall further comply with any Individual's request for restrictions on PHI/PII disclosures that Customer or a Covered Entity for which Customer performs services is required by law to honor, including requested restrictions on Payment or Health Care Operations-related disclosures to Health Plans when the Individual's involved Health Care Provider has been paid out of pocket in full.

Section 8. Accounting for Uses and Disclosures; Access Report. NinePatch shall document and immediately, upon disclosure or Customer's request, make available to Customer information regarding

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uses and disclosures of PHI/PII as is required for Customer and the Covered Entities with which Customer contracts to respond to a request by an Individual for an accounting of disclosures or access report of PHI/PII consistent with the requirements of 45 CFR § 164.528 and HITECH. This Section shall survive termination of the BAA.

Section 9. Availability of Books and Records. NinePatch shall make its internal practices, books, and records relating to the use and disclosure of PHI/PII available to the Secretary of HHS in the time and manner designated by the Secretary for purposes of determining NinePatch's compliance with Regulations.

Section 10. Return or Destruction of PHI/PII on Termination. On termination of the SaaS Agreement, NinePatch shall return or destroy all PHI/PII received from or created or received by NinePatch on behalf of Customer that is maintained by NinePatch in any form, including any PHI/PII held by any NinePatch subcontractor. NinePatch and its subcontractors shall retain no copies of such information. If such return or destruction is not feasible, NinePatch shall extend the protections of this BAA to such PHI/PII, and limit further use and disclosure of such PHI/PII to those purposes that make the return or destruction of the information infeasible. This Section shall survive termination of the BAA.

Section 11. Reporting of Uses and Disclosures of PHI/PII; Breach Notification. Consistent with Customer's obligations under HIPAA, NinePatch shall report in writing to Customer, without unreasonable delay and in no case later than sixty (60) calendar days of discovery, any known security incident or use or disclosure of PHI/PII in violation of this BAA by NinePatch, its officers, directors, employees, contractors, or agents, or by a NinePatch subcontractor to which NinePatch disclosed PHI/PII, including any breach of unsecured PHI/PII within the meaning of HIPAA. Such report shall identify each Individual whose unsecured or unencrypted PHI/PII has been, or is reasonably believed to have been, accessed, acquired, or disclosed. NinePatch shall cooperate in Customer's efforts to address such security incident or breach and shall mitigate the harmful effects of such security incident or breach as reasonable.

Section 12. Compliance with Federal Substance Abuse Confidentiality Requirements. If NinePatch is deemed a qualified service organization within the meaning of 42 C.F.R Part 2 and receives, stores, processes, or otherwise deals with any patient record maintained in connection with a federally assisted alcohol and drug abuse program, NinePatch shall be fully bound by 42 C.F.R. Part 2 and, if necessary, shall resist in judicial proceedings any efforts to obtain access to patient records except as permitted by those regulations.

Section 13. NinePatch Compliance. NinePatch represents and warrants that it complies with the requirements of Regulations applicable to Customer and will maintain such compliance throughout the term of this BAA. To this end, NinePatch shall conduct security risk analyses in accordance with the Security Standards, including addressing the encryption/security of Electronic Protected Health Information ("EPHI"), correcting identified security deficiencies, and implementing security updates, as necessary. Further, NinePatch shall encrypt EPHI in motion consistent with the DHHS Guidance Specifying the Technologies and Methodologies that Render PHI/PII Unusable, Unreadable, or Indecipherable to Unauthorized Individuals, 74 FR 19006-19010 (April 27, 2009), and any updates or amendments thereto, and ensure any confidential process or key that might enable decryption has not been breached, as well as ensure that any discarded media on which PHI/PII is stored is shredded, destroyed, cleared, or purged such that the PHI/PII cannot be read, reconstructed, or retrieved. If NinePatch carries out an obligation of Customer under the Privacy Standards, NinePatch shall comply with the Privacy Standards requirements applicable to Customer in the performance of such obligation.

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NinePatch

II. GENERAL

Section 1. Effective Date; Term. This BAA shall become effective as of the date of the last signature below (the "Effective Date"). The term of this BAA shall commence on the Effective Date and shall terminate on the date the SaaS Agreement terminates.

Section 2. Entire BAA; Amendments. This BAA constitutes the entire agreement of the parties with respect to the subject matter hereof, and all prior and contemporaneous understandings, agreements, and representations, whether oral or written, with respect to such matters are superseded. The Parties shall take such action as is necessary to amend the SaaS Agreement and this BAA from time to time as is necessary for the parties to comply with applicable law. This BAA may not be changed or modified except in a writing signed by both parties.

Section 3. Assignment. Neither Party may assign this BAA or delegate or subcontract any obligations or duties in whole or in part, by operation of law or otherwise, under this BAA without the other party's prior written consent. Any attempt to assign this BAA without such consent will be null and void. Notwithstanding the foregoing, either party may assign this BAA without the other's consent to an entity that acquires all or substantially all of the party's assets or to any successor in a merger or acquisition involving the party. All the terms of this BAA shall be binding on and shall inure to the benefit of and be enforceable by the successors and lawful assigns of the parties.

Section 4. Waiver. Any waiver of any provision or right by a party must be in writing. The waiver of any breach of this BAA shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or any other provision of this BAA.

Section 5. Governing Law; Venue. This BAA will be governed by and construed in accordance with the laws of the State of Delaware without reference to or application of conflict of laws rules or principles. Any disputes relating to the performance, validity, or interpretation of this BAA shall be litigated exclusively in the courts of Delaware, and the parties hereby submit to the personal jurisdiction of such courts.

Section 6. Indemnification. NinePatch shall indemnify and hold Customer harmless from and against any and all damages (including consequential damages), fines, penalties, liability, and costs (including reasonable attorney fees and court costs) resulting from the breach of or noncompliance with any term or provision of this BAA, or negligent acts or willful misconduct by NinePatch or its employees.

Section 7. Statutory or Regulatory References. A reference in this BAA to a statutory or regulatory section means the section as in effect or as amended and for which compliance is required.

Section 8. Interpretation. Any ambiguity in this BAA shall be resolved in favor of a meaning that permits the parties to comply with the Regulations.

Section 9. Third-Party Beneficiary. Nothing in this BAA is intended to create any rights or remedies in any third-party beneficiary, including any Individual whose PHI/PII is used or disclosed.

Section 10. Severability. The provisions of this BAA are severable. In the event any of the provisions contained in this BAA should be held invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions shall not be affected or impaired, and the parties shall negotiate to replace the invalid, illegal, or unenforceable provisions with valid provisions whose economic effects come as close as possible to the original provision. Notwithstanding the foregoing, in

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the event an affected party is dissatisfied with such resolution, the affected party shall have the right to terminate this BAA on thirty (30) days written notice.

Section 11. Survivability. Each party hereto shall remain liable for any obligations and liabilities arising from activities occurring prior to the effective date of termination. The covenants and obligations set forth in this BAA which by their terms or implications are intended by the parties to continue in effect after termination of this BAA, including without limitation, Sections 5 (Governing Law) and 7 (Indemnification) of this Article II, shall survive termination and shall remain in effect and enforceable by the parties.

Section 12. Multiple Counterparts. This BAA and any amendments hereto may be executed in multiple copies. Each multiple copy shall be deemed an original, but all multiple copies together shall constitute one and the same instrument.

III. DEFINITIONS FOR USE IN THIS BAA

Terms (including capitalized terms) used but not otherwise defined in this BAA shall have the meaning assigned by the applicable Regulations (defined below). Each of the following terms shall be construed in accordance with the following:

"Individual" shall have the meaning assigned by HIPAA and shall include a person who qualifies as the Individual's personal representative within the meaning of HIPAA.

"Privacy Standards" shall mean the Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. Parts 160 and 164, as updated and amended from time to time.

"PHI" means Protected Health Information and shall have the meaning assigned by HIPAA, limited to Protected Health Information from, or created, received, maintained, or transmitted by NinePatch on behalf of Customer. For purposes of this BAA, PHI includes Electronic Protected Health Information, as defined by HIPAA.

"PII" means Personally Identifiable Information or individually identifiable health information and includes any information, including demographic data, that (i) relates to an individual's past, present or future physical or mental health or condition, the provision of health care to an individual, or the past, present or future payment for the provision of health care to the individual and (ii) identifies the individual or for which there is a reasonable basis to believe it can be used to identify the individual.

"Regulations" shall mean the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"); 45 C.F.R. § 164.502; Section 3221 of The Coronavirus Aid, Relief, and Economic Security Act of 2020 ("CARES Act"); The Health Information Technology for Economic and Clinical Health Act included in Division A, Title XIII, Subtitle D of The American Recovery and Reinvestment Act of 2009, Pub. L. No. 111-5, 123 Stat. 115 (February 17, 2009), and any regulations or agency guidance issued pursuant thereto ("HITECH"); federal substance abuse confidentiality laws, including the provisions of 42 C.F.R. Part 2 and those requirements promulgated and/or enforced by the U.S. Office for Civil Rights, Health and Human Services ("HHS"), the Substance Abuse and Mental Health Services Administration (SAMHSA), ; and applicable contractual grant requirements.

"Required by Law" has the same meaning as that contained in 45 C.F.R. 164.103 and shall include, but not be limited to, the applicable provisions of the 21st Century Cures Act and regulations issued pursuant thereto.

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"Security Standards" shall mean the Security Standards for the Protection of Electronic Protected Health Information, 45 C.F.R. Part 164, Subpart C, as updated and amended from time to time.

IN WITNESS WHEREOF, the Parties have caused this BAA to be executed as of February 7, 2023, the 2**"Effective Date"**, by their duly authorized representatives.

DocuSigned by:
County of Mariposa, a political subdivision
By: Miles S Menetrey
B43EC70C19BE446...
Name: Miles Menetrey
Title: Chair, Mariposa County Board of Supervisors

DocuSigned by:
NinePatch, Inc.
By: Leigh G. Sterling-Gooden
FB09ED8C22054F7...
Leigh Sterling-Gooden
President and CEO

DocuSigned by:
Approved as to Legal Form:
Steve Dahlem
F6A416F06B394BF...
Steven W. Dahlem, County Counsel

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Leigh G. Sterling-Gooden leigh@ninepatch.com Security Level: Email, Account Authentication (None)	DocuSigned by: Leigh G. Sterling-Gooden FB09ED8C22054F7... Signature Adoption: Pre-selected Style Using IP Address: 24.183.239.250	Sent: 2/15/2023 2:53:26 PM Viewed: 2/16/2023 6:11:22 AM Signed: 2/16/2023 6:18:32 AM
Electronic Record and Signature Disclosure: Accepted: 2/16/2023 6:11:22 AM ID: 06c5eded-a9ab-4cad-8587-339bad10c3da		
Contracts HHSA contractshhsa@mariposacounty.org Security Level: Email, Account Authentication (None)		Sent: 2/16/2023 6:18:36 AM Viewed: 2/16/2023 10:28:52 AM
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**
Envelope Sent	Hashed/Encrypted	2/10/2023 12:17:51 PM
Certified Delivered	Security Checked	2/16/2023 10:28:52 AM
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.

FIRST AMENDMENT TO AGREEMENT FOR SOFTWARE SERVICES

THIS FIRST AMENDMENT TO AGREEMENT FOR SOFTWARE SERVICES, is made and entered into this _____ day of _____2024, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "County," and NinePatch, Inc., hereinafter referred to as "Contractor."

WHEREAS, County and Contractor have heretofore entered into an Agreement dated February 7, 2023, wherein Contractor agreed to provide software 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. Exhibit B is hereby amended to provide that an additional $40,700 will be added to the original amount of $562,800, making the total compensation paid to Contractor the not to exceed amount of $603,500.

Except as herein amended, the Agreement dated February 7, 2023 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

_____
Rosemarie Smallcombe, Chair
Board of Supervisors

CONTRACTOR

_____
James Calanni, Chief Operating Officer
NinePatch, Inc.

COUNTERSIGNED:
(Government Code §25103)

_____
Danielle Bondshu
Clerk of the Board

APPROVED AS TO FORM:

_____
Walter Wall
County Counsel

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-283

MEETING:	July 8, 2025
TO:	The Board of Supervisors
FROM:	Kristina Keheley, Health and Human Services Agency Director
RE:	Approve First Amendment with Aegis Treatment Center, LLC, in the Amount of $150,000 for a Rate Increase of the Outpatient Narcotic Treatment Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

---

RECOMMENDATION AND JUSTIFICATION

Approve First Amendment with Aegis Treatment Center, LLC, in the Amount of $150,000 for a Rate Increase of the Outpatient Narcotic Treatment Services; and Authorize the Board of Supervisors Chair to Sign the Agreement.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The current agreement was signed by the Board of Supervisors on July 2, 2024, through Resolution #2024-282.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If this agreement is not approved, The County of Mariposa will not be in compliance with the State of California and runs the risk of losing Mental Health Services funding.

FINANCIAL IMPACT

None

ATTACHMENTS

1. **Aegis Treament Center LLC A01-2025**
2. **Aegis Treament Center LLC 2024-2027**

VOTE RESULT

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

FIRST AMENDMENT TO AGREEMENT FOR NARCOTIC REPLACEMENT THERAPY SERVICES

THIS FIRST AMENDMENT TO AGREEMENT FOR NARCOTIC REPLACEMENT THERAPY SERVICES, is made and entered into this _____ day of _____2025, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "County," and Aegis Treatment Centers, LLC, hereinafter referred to as "Contractor."

WHEREAS, County and Contractor have heretofore entered into an Agreement dated July 2, 2024, wherein Contractor agreed to provide narcotic replacement therapy 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:

3. Paragraph 3, "COMPENSATION," and Exhibit C are hereby amended to provide that a rate increase as outlined in the attached rate sheet, however, the total compensation shall remain unchanged at $150,000.

Except as herein amended, the Agreement dated July 2, 2024, shall remain in full force and effect.

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

COUNTY OF MARIPOSA	CONTRACTOR
_____	_____
Rosemarie Smallcombe, Chair Board of Supervisors	NAME/TITLE Aegis Treatment Center, LLC
COUNTERSIGNED: *(Government Code §25103)*	APPROVED AS TO FORM:
_____	_____
Danielle Bondshu Clerk of the Board	Walter Wall County Counsel

Form Revision Date: 02-26-24

Mariposa County
Proposed Narcotic Treatment Program (NTP) Rates
for Fiscal Year 25/26

				3.09% increase	
NTP Service	**Period**	**Non-Perinatal**	**Perinatal**	**Non-Perinatal**	**Perinatal**
Methadone Daily	Daily	$ 19.78	$ 30.38	$20.39	$ 31.32
Buprenophine-Naloxone Combo Film Daily	Daily	$ 30.17	$ 41.95	$31.10	$ 43.25
Bup/Nal Combo Tablets Daily	Daily	$ 33.89	$ 45.66	$34.94	$ 47.08
Buprenophine Mono Daily	Daily	$ 32.38	$ 43.82	$33.38	$ 45.17
Disulfiram Daily	Daily	$ 12.04	$ 12.23	$12.41	$ 12.60
Bup Injectable Monthly	Monthly	$ 2,099.69	$ 2,099.69	$2,164.57	$ 2,164.57
Naloxone Injectable Monthly	Monthly	$ 2,293.44	$ 2,293.44	$2,364.30	$ 2,364.30
Naloxone HCL 2 pack Generic		$ 109.34	$ 109.34	$112.72	$ 112.72
Naloxone HCL 2 pack Narcan		$ 149.22	$ 149.22	$153.83	$ 153.83

Counseling Service			
Practitioner Type	15 min		**3.09% increase**
PA		$ 200.82	$207.03
NP		$ 222.66	$229.54
RN		$ 182.87	$188.52
MD		$ 389.82	$401.87
LPHA		$ 116.53	$120.13
AOD		$ 92.05	$94.89
Peer Recovery Specialist		$ 54.12	$55.79

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MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-282

MEETING:	July 2, 2024
TO:	The Board of Supervisors
FROM:	Kristina Keheley, Interim Health and Human Services Agency Director
RE:	Approve an Agreement with Aegis Treatment Center, LLC in the Amount of $150,000 for Outpatient Narcotic Treatment Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

RECOMMENDATION AND JUSTIFICATION

Approve an Agreement with Aegis Treatment Center, LLC in the Amount of $150,000 for Outpatient Narcotic Treatment Services; and Authorize the Board of Supervisors Chair to Sign the Agreement.

Aegis Treatment Centers provides a drug Medi-Cali (DMC) outpatient Narcotic Therapy Replacement Services to Mariposa County residents. Additional services include methadone treatment, individual and group counseling, and drug screening and testing as appropriate.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The current agreement for fiscal year 23-24 was signed by the County Administrative Officer.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If this agreement is not approved, The County of Mariposa will not be in compliance with the State of California and runs the risk of losing Mental Health Services funding.

FINANCIAL IMPACT

There is no impact on the County General Fund.

ATTACHMENTS

1. **Aegis Contract 2024-V2**

VOTE RESULT

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

DS

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AGREEMENT FOR NARCOTIC REPLACMENT THERAPY SERVICES AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into this 2nd day of July,2024, by and between the County of Mariposa, a political subdivision of the State of California, (County"), and Aegis Treatment Centers, LLC ("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 be for a period of three (3) years, commencing on July 1, 2024, through and including June 30, 2027. This Agreement may be extended for one (1) additional consecutive twelve (12) month periods upon the written approval of both parties no later than thirty (30) days prior to the expiration of the initial term. The Behavioral Health Director is authorized to execute such written approval on behalf of County based on Contractor's satisfactory performance.

2. SERVICES

Contractor shall perform narcotic treatment program (NTP) services as described in Exhibit A, "Scope of Work," and Exhibit B, "Compliance" 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

The maximum compensation payable to Contractor under this Agreement is $150,000 for the term of this agreement, $50,000 for the initial term of the agreement, and $50,000 for each extension period as set forth in Exhibit C, "Pay Rates," which is 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

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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.

(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, $2,000,000 aggregate.

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

B. OTHER INSURANCE PROVISIONS

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

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

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

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

(4) Waiver of Subrogation: Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against County by virtue of the

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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

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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

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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:

AEGIS TREATMENT CENTERS, LLC
1317 Route 73 North, Suite 200
Mt. Laurel, NJ 08054

Aegis Merced
1343 W. Main Street
Merced, CA 95340

Aegis Fresno
3707 East Shields Ave
Fresno, CA 93726

Aegis Modesto
1235 McHenry Ave. Suite A and B
Modesto, CA 95350

COUNTY:

County of Mariposa
5362 Lemee Lane
P.O. Box 99
Mariposa, CA 95338

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.

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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 C.

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

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

17. NO WAIVER

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

18. DISPUTES

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

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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.

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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

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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

DocuSigned by:
Miles S Menetrey
B43EC70C19BE446...

Miles, Menetrey, Chair
Board of Supervisors

CONTRACTOR

DocuSigned by:
Will Dorris
FB88FE9367084C8...

Will Dorris, CFO
Aegis Treatment Center, LLC

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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Exhibit A
SCOPE OF WORK
TREATMENT SERVICES

Description of Services
AEGIS TREATMENT CENTERS shall perform the following outpatient and narcotic treatment services to perinatal and non-perinatal clients:

- Available modalities
    - Assessment
    - Care Coordination
    - Individual Counseling
    - Group Counseling
    - Mat for (Opioid Use Disorder) OUD
    - Patient Education
    - Recovery Services
    - SUD Crisis Intervention Services
    - Peer Support Services
- Conduct a history and physical examination.
- Services may be provided in person or telehealth.
    - Medical evaluation for methadone treatment must be conducted in-person.
- Provide FDA approved medications to treat SUDs when ordered by a physician as medically necessary.
    - Administer, dispense or prescribe medications to patients covered under DMC-ODS formulary including methadone, buprenorphine, naltrexone, disulfiram and naloxone.
    - If NTP is unable to directly administer or dispense medically necessary medications covered under the DMC-ODS formulary, the medication will be prescribed for dispensing at a pharmacy or contact MCBHRS to refer the client to a provider capable of dispensing the medication.
- Provide clients with a minimum of fifty minutes of counseling services per calendar month.
- Contractor will provide NTP services in a DHCS-licensed NTP facility in accordance with CCR, Title 9, Chapter 4, Division 4, and title 32 of CFR.

Contractor will:

- 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.
- Contractor will provide the following program elements and services for outpatient Narcotic Replacement Therapy (NRT) in accordance with the terms of this Agreement.
    1. NRT - This is a comprehensive treatment including the use of synthetic opiates approved by the United States Food and Drug Administration for opiate-addicted patients. Services under this Agreement shall include, but are not limited to:
        - Methadone medication treatment.
        - Drug screening and other testing as appropriate.

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    - Individual and Group consultation/counseling services regarding methadone detox and methadone maintenance.
2. Methadone – This service element is comprised of the provision of methadone as prescribed by a physician to alleviate the symptoms of withdrawal from narcotics; and other required/appropriate activities and services provided in compliance with CCR Title 9, Chapter 4, beginning with Section 10000. Services include intake, assessment and diagnosis, all medical supervision, urine drug screening, individual and group counseling, admission physical examinations and laboratory tests.
3. Group Counseling – Face-to-face contacts in which one or more therapists or counselors treat two or more clients at the same time, focusing on the needs of the individuals served. For Drug Medi-Cal reimbursement, groups must have a minimum of four and a maximum of 10 persons; at least one must be a Medi-Cal eligible beneficiary.
4. For Drug Medi-Cal, a unit of service is reimbursed in time increments for both group and individual counseling sessions as outlined in Exhibit C of this contract. The State reimburses a Provider up to a maximum of 200 minutes (20 units of service) of counseling (combination of group and/or individual) per calendar month, per beneficiary.

- Provide the COUNTY with reports on a quarterly basis and documentation as requested within two weeks of request.
- Meet with MCBHRS no less than 1 (one) time monthly for contract monitoring and programmatic progress.
- For each Mariposa County Drug Medi-Cal beneficiary, provide a monthly progress report to the MCBHRS Substance Use Disorder Program Supervisor.
- Ensure that prior to exiting the program (either successfully or unsuccessfully) that each client has a transition plan.
- 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. Contractor will notify MCBHRS in email or in writing withing five (5) days of the client's discharge. County will make available a team meeting within 7 (seven) days of request date of all persons served under this agreement.
- In a timely manner and as mutually agreed upon, the Contractor shall provide to the COUNTY "Individual Progress 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 fax for coordination and consultation purposes. 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.
- Comply with all federal and state licensing requirements.
- Should the contractor become unable to abide by federal state NTP licensing requirements, contractor shall notify MCBHRS within 24 hours to allow MCBHRS to choose another NTP provider, ensure continuity of care and provide a warm hand-off.

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- All contractors providing NTP treatment services will ensure:
    1. The Medical Director or LPHA shall document the basis for the diagnosis in the beneficiary record. The Medical Director or LPHA shall review each beneficiary's personal, medical, and substance use history if completed by a counselor within 30 calendar days of admission to treatment date and determine medical necessity.
    2. The substance use disorder medical director and professional staff (LPHAs) shall receive a minimum of five (5) hours of continuing medical education in addiction medicine each year.
    3. Written roles and responsibilities and a code of conduct for the medical director and professional staff shall be clearly documented, signed and dated by a program representative and physician.
- For NTP treatment services programs the following shall apply:
    1. The substance use disorder medical director's responsibilities shall at a minimum include all of the following:
        - Ensure that medical care provided by physicians, registered nurse practitioners, and physician assistants meets the applicable standard of care.
        - Ensure that physicians do not delegate their duties to non-physician personnel.
        - Develop and implement medical policies and standards for the provider.
        - Ensure that physicians, registered nurse practitioners, and physician assistants follow the provider's medical policies and standards.
        - Ensure that the medical decisions made by physicians are not influenced by fiscal considerations.
        - Ensure that provider's physicians are adequately trained to perform diagnosis of substance use disorders for beneficiaries, determine the medical necessity of treatment for beneficiaries and perform other physician duties, as outlined in this section.
        - Ensure the provider's physicians are adequately trained to perform other physician duties as outlined in DBH's Intergovernmental Agreement (IA) with the California Department of Health Care Services (DHCS).

- Contractor shall establish personnel policies and a written code of conduct for employees and volunteers/interns shall be established which addresses at least the following:
    1. Use of drugs and/or alcohol;
    2. Prohibition of social/business relationship with beneficiary's or their family members for personal gain;
    3. Prohibition of sexual contact with beneficiary's;
    4. Conflict of interest;
    5. Providing services beyond scope;
    6. Discrimination against beneficiary's or staff;
    7. Verbally, physically, or sexually harassing, threatening, or abusing beneficiary's, family members or other staff;

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8. Protection beneficiary confidentiality;
9. The elements found in the code of conduct(s) for the certifying organization(s) the program's counselors are certified under; and
10. Cooperate with compliant investigations.

- Contractor will provide financial reports:
    1. Fiscal forms, provided herein as the Service Summary, are required in accordance with County's drug and alcohol fiscal reporting system requirements. Provider agrees to submit a Service Summary with the original Agreement and with each contract amendment.
    2. Provider agrees to submit fiscal and billing information within 10 business days of request from MCBHRS.
    3. California Outcome Measurement System (CalOMS) Participant (Client Admission, Annual Update, and Discharge) Records shall be reported in accordance with DHCS guidelines, currently by the County in which the service is provided (Merced, Fresno, or Mariposa). Provider is responsible for providing County (Mariposa) with the data to be reported monthly, no later than 5 days after the report month. Provider will also be responsible for correcting any CalOMS errors reported by the State in a timely manner. Provider is also responsible to ensure Mariposa County's CalOMS data is reported to the State in a manner that will be identified as Mariposa County's data (county paying for services and special services contract number).
    4. Drug Abuse Treatment Access Report (DATAR) to the State – monthly, no later than 10 days after the report month.
- Contractor agrees to submit in accordance with HSC, Section 11758.12(d), information required by the County and/or State. The information shall include, but is not limited to, utilization reports, compliance reports, financial reports, treatment and prevention services reports, demographic characteristics of service recipients, and data as required. These documents are incorporated by this reference as follows:
    1. Drug and Alcohol Treatment Access Report (DATAR) and Provider Waiting List Record (WLR).
    2. CalOMS Data Collection Guide – Submit CalOMS treatment data in the format prescribed in the CalOMS Data Collection Guide.
- Contractor agrees that Narcotic Replacement Therapy services will be provided only in Provider's Drug Medi-Cal certified sites that have been approved by County and DHCS.

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Exhibit B
Compliance

A. Additional Contract Restrictions

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.

B. Personnel

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.

C. Contract Termination

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.

D. Compliance Monitoring

1. 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.

E. Additional DMC Requirements

1. 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.
2. 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 will 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. Upon request, CONTRACTOR will provide MCBHRS with verification of Medi-Cal eligibility of Mariposa County clients within three business days of the request.

F. Hatch Act

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.

G. No Unlawful Use or Unlawful Use Messages Regarding Drugs

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

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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.

H. Limitation on Use of Funds for Promotion of Legalization of Controlled Substances

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).

I. Debarment and Suspension

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.

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.

J. Protected Health Information

1. 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.

2. Use only encrypted PHI as specified in the HIPAA Security Rule be disclosed via email. Unsecured PHI will not be disclosed via email.

3. 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.

4. 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.

5. Contractor will comply with program requirements regarding reporting security incidents or breaches of unsecured PHI within residential treatment provider contracts.

K. Health Insurance Portability and Accountability Act (HIPAA) of 1996

All work performed under this Contract is subject to HIPAA, Contractor shall perform the work in compliance with all applicable provisions of HIPAA. DHCS and County shall cooperate to assure mutual agreement as to those transactions between them, to which this provision applies.

1. Trading Partner Requirements

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a. 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)).

b. 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)).

c. 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)).

d. 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)).

2. 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.

3. 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.

4. 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.

5. 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.

6. 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.

L. Charitable Choice

Nondiscrimination and Institutional Safeguards for Religious Providers

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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).

M. Counselor Certification

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).

N. Cultural and Linguistic Proficiency

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.

O. Intravenous Drug Use (IVDU) Treatment

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)).

P. Restriction on Distribution of Sterile Needles

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.

Q. Tuberculosis Treatment

Contractor shall ensure the following related to Tuberculosis (TB):

1. Routinely make available TB services to each individual receiving treatment for AOD use and/or abuse.
2. Reduce barriers to patients' accepting TB treatment.
3. Develop strategies to improve follow-up monitoring, particularly after patients leave treatment, by disseminating information through educational bulletins and technical assistance.

R. Trafficking Victims Protection Act of 2000

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.

S. Tribal Communities and Organizations

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

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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.

T. Byrd Anti-Lobbying Amendment (31 USC 1352)

Contractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Contractor shall also disclose to DHCS any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

U. Nondiscrimination in Employment and Services

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.

V. Federal Law Requirements:

1. 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.
2. 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.
3. Age Discrimination Act of 1975 (45 CFR Part 90), as amended 42 USC Sections 6101 — 6107), which prohibits discrimination on the basis of age.
4. Age Discrimination in Employment Act (29 CFR Part 1625).
5. Title I of the Americans with Disabilities Act (29 CFR Part 1630) prohibiting discrimination against the disabled in employment.
6. Title II of the Americans with Disabilities Act (28 CFR Part 35) prohibiting discrimination against the disabled by public entities.
7. Title III of the Americans with Disabilities Act (28 CFR Part 36) regarding access.
8. Section 504 of the Rehabilitation Act of 1973, as amended (29 USC Section 794), prohibiting discrimination on the basis of individuals with disabilities.
9. 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.
10. Executive Order 13166 (67 FR 41455) to improve access to federal services for those with limited English proficiency.
11. The Drug Abuse Office and Treatment Act of 1972, as amended, relating to nondiscrimination on the basis of drug abuse.
12. Confidentiality of Alcohol and Drug Abuse Patient Records (42 CFR Part 2, Subparts A-E).

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13. 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.

W. State Law Requirements:

1. Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (2 CCR 7285.0 et seq.).
2. Title 2, Division 3, Article 9.5 of the Government Code, commencing with Section 11135.
3. Title 9, Division 4, Chapter 8 of the CCR, commencing with Section 13000.
4. 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.
5. 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.
6. 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.
7. 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.
8. Title 9, Division 4, Chapter 8 of the CCR, commencing with Section 13000.
9. 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.

X. Information Access for Individuals with Limited English Proficiency

1. 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.
2. 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:
   a. materials explaining services available to the public,
   b. language assistance,
   c. language interpreter and translation services, and
   d. video remote language interpreting services.
   e.

Y. Information Access for Individuals with Limited English Proficiency

1. CONTRACTOR shall comply with all applicable provisions of the Dymally-Alatorre Bilingual Services Act (Government Code sections 7290-7299.8) regarding access to

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materials that explain services available to the public as well as providing language interpretation services.

2. 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:
    a. materials explaining services available to the public,
    b. language assistance,
    c. language interpreter and translation services, and
    d. video remote language interpreting services.

Z. Security Breaches

All security breaches will be reported immediately to the Quality Assurance unit with MCBHRS.

AA. Noncompliance with Reporting Requirements

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.

BB. Youth Treatment Guidelines

If contracted to 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.

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.

CC. Early and Periodic Screening, Diagnosis, and Treatment Services (EPSDT)

Clients under age 21 will receive Early and Periodic Screening, Diagnosis, and Treatment Services (EPSDT) as established in Welfare and Institutions Code (WIC) Section 14132(v).3 State law provides that for individuals under 21 years of age, a service is medically necessary or a medical necessity if it meets the standards set forth in 42 USC, Section 1396d(r)(5**).**

DD. Perinatal Services

1. 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.
2. 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.

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3. Contractor must be certified to provide perinatal recovery services to COUNTY beneficiaries who are authorized for services by COUNTY.
4. Contractor will ensure that documentation of pregnancy and last day of pregnancy are in the beneficiary record for all perinatal clients.

EE. Report Suspected Medi-Cal Fraud

1. Contractor must immediately report suspected Medi-Cal fraud to DHCS. Reporting of fraud can be accomplished in one of three ways:
    a. Online: https://www.dhcs.ca.gov/individuals/Paqes/StopMedi-CalFraud .aspx
    b. Email: fraud@dhcs.ca.qov
    c. Phone: 1-800-822-6222

FF. Site Inspection

The County and State, through any authorized representatives, has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder including subcontract supported activities and the premises in which it is being performed. If any inspection or evaluation is made of the premises of the Provider or its subcontractors, the Provider shall provide and shall require its Subcontractors to provide all reasonable facilities and assistance for the safety and convenience of the authorized representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

GG. Termination for Default

1. County may, by written notice of default to Provider, terminate this Agreement immediately in any one of the following circumstances:
    a. If, as determined in the sole judgment of County, Provider fails to perform any services within the times specified in this Agreement or any extension thereof as County may authorize in writing; or
    b. If, as determined in the sole judgment of County, Provider fails to perform and/or comply with any of the other provisions of this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in either of these two circumstances, does not cure such failure within a period of five days (or such longer period as County may authorize in writing) after receipt of notice from County specifying such failure.

HH. Additional Contract Restrictions

1. 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.

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Exhibit C
Pay Rates

Department of Health Care Services Substance Use Disorders Drug Medi-Cal (DMC) Organized Delivery System (ODS) rates for Fiscal Year 2023-2024.

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.

Contract total amount not to exceed $150,000.

Mariposa County Rates for Fiscal Year 2024-2025

Narcotic Treatment Services	Non-Perinatal Unit Rate	Perinatal Unit Rate
Methadone Daily	$19.78	$30.38
Buprenorphine-Naloxone Combo Film Daily	$30.17	$41.95
Buprenorphine - Naloxone Combo Tablets Daily	$33.89	$45.66
Buprenorphine Mono Daily	$32.38	$43.82
Disulfiram Daily	$12.04	$12.23
Buprenorphine Injectable (Sublocade) Monthly	$2,099.69	$2,099.69
Naltrexone Injectable (Vivitrol) Monthly	$2,293.44	$2,293.44
Naloxone HCL - 2 pack (Generic)	$109.34	$109.34
Naloxone HCL - 2 pack (Narcan)	$149.22	$149.22

Counseling Services

Provider Type	(15 min)
PA	$200.82
NP	$222.66
RN	$182.87
MD	$389.82

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LPHA (MFT, LCSW, LPCC)/Intern or waivered LPHA (MFT, LCSW, LPCC	$116.53
Alcohol and Drug Counselor	$92.05
Peer Recovery Specialist	$54.12

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/18/2023

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
Arthur J. Gallagher Risk Management Services, LLC
501 Riverside Avenue, Suite 1000
Jacksonville FL 32202

License#: BR-724491

CONTACT NAME:
PHONE (A/C, No, Ext): 904-354-3785 **FAX (A/C, No):** 904-634-1302
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Ironshore Specialty Insurance Co	25445
INSURER B : Phoenix Insurance Co	
INSURER C : Berkshire Hathaway Homestate Insurance Company	20044
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Aegis Treatment Centers, LLC
7246 Remmet Avenue
Los Angeles, CA 91303

PINNTRE-01

COVERAGES **CERTIFICATE NUMBER:** 684728560 **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:	Y	Y	HC7AAB4YKL004	11/15/2023	11/15/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 50,000 $ 5,000 $ Included $ 3,000,000 $ Included $
B	**AUTOMOBILE LIABILITY** X ANY AUTO X OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY			810-8S116763-22-43-G	11/15/2023	11/15/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
A	X **UMBRELLA LIAB** OCCUR **EXCESS LIAB** X CLAIMS-MADE DED X RETENTION $ 0			HC7AACEJF2003	11/15/2023	11/15/2024	EACH OCCURRENCE AGGREGATE 	$ 2,000,000 $ 2,000,000 $
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	PIWC435402	1/10/2023	1/10/2024	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	Professional Liability Claims Made			HC7AAB4YKL004	11/15/2023	11/15/2024	Per Claim Limit Aggregate Limit Deductible Per Claim	1,000,000 3,000,000 250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidence of Insurance, Sexual Misconduct is included.

RE: 11776 Mariposa Rd. Ste 101, 103, 104, Hesperia, CA 92345 & 125 West ""F"" Street #101, Ontario, CA 91762. The County of Mariposa, its officers, employees, agents, and volunteers is an Additional Insured(s) to the extent provided by the policy language or endorsement issued or approved by the insurance carrier. Primary and Non Contributory endorsement applies.

CERTIFICATE HOLDER

County of Mariposa
5362 Lemee Lane
PO Box 99
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
Natalie Jones

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DocuSign

Certificate Of Completion

Envelope Id: 0CA8068B01144D1B94E4E9225876F0C7
Status: Completed
Subject: Complete with Docusign: 24-282 - Aegis.pdf
Source Envelope:
Document Pages: 25
Signatures: 4
Certificate Pages: 5
Initials: 1
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:
Mariposa Clerk of the Board
5100 Bullion St FL 2
Mariposa, CA 95338
COBagreements@mariposacounty.org
IP Address: 64.118.100.36

Record Tracking

Status: Original
7/8/2024 9:34:37 AM
Holder: Mariposa Clerk of the Board
COBagreements@mariposacounty.org
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal

Storage Appliance Status: Connected
Pool: County of Mariposa
Location: DocuSign

Signer Events	Signature	Timestamp
Steven W Dahlem sdahlem@mariposacounty.org County Counsel Security Level: Email, Account Authentication (None)	DocuSigned by: Steven W Dahlem F6A416F06B394BF... Signature Adoption: Pre-selected Style Using IP Address: 64.118.100.36	Sent: 7/8/2024 9:36:20 AM Viewed: 7/8/2024 10:37:17 AM Signed: 7/8/2024 10:37:27 AM
Electronic Record and Signature Disclosure: Accepted: 12/28/2022 3:42:40 PM ID: 168bcdc6-bde7-4f01-885a-c1872fec5bc7		
Miles S Menetrey mmenetrey@mariposacounty.org Mariposa County Board Chair County of Mariposa 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: 7/8/2024 10:37:28 AM Viewed: 7/9/2024 8:33:39 AM Signed: 7/9/2024 8:33:52 AM
Electronic Record and Signature Disclosure: Accepted: 2/16/2023 5:48:07 PM ID: 190c885b-38bf-47d2-91f4-909adbc5aa30		
Danielle Bondshu dbondshu@mariposacounty.org Security Level: Email, Account Authentication (None)	DocuSigned by: Danielle Bondshu 7CA008A502E44EB... Signature Adoption: Pre-selected Style Using IP Address: 64.118.100.36	Sent: 7/9/2024 8:33:53 AM Viewed: 7/9/2024 2:59:45 PM Signed: 7/9/2024 2:59:50 PM
Electronic Record and Signature Disclosure: Accepted: 1/4/2023 2:37:06 PM ID: 5252ab10-8bee-4985-bdc8-3daabc1d1971		
Will Dorris will.dorris@pinnacletreatment.com Chief Financial Officer Pinnacle Treatment Centers Security Level: Email, Account Authentication (None)	DocuSigned by: Will Dorris FB88FE9367084C8... Signature Adoption: Pre-selected Style Using IP Address: 163.116.254.49	Sent: 7/9/2024 2:59:52 PM Viewed: 7/11/2024 2:08:50 PM Signed: 7/11/2024 2:09:00 PM
Electronic Record and Signature Disclosure:		

Signer Events	Signature	Timestamp
Accepted: 7/11/2024 2:08:50 PM ID: bcff60c6-12cf-4247-8fe7-85d02b2af935		
Contracts HHSA contractshhsa@mariposacounty.org Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 64.118.100.36	Sent: 7/11/2024 2:09:01 PM Viewed: 7/11/2024 2:11:16 PM Signed: 7/11/2024 2:11:28 PM

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
Envelope Sent	Hashed/Encrypted	7/8/2024 9:36:20 AM
Certified Delivered	Security Checked	7/11/2024 2:11:16 PM
Signing Complete	Security Checked	7/11/2024 2:11:28 PM
Completed	Security Checked	7/11/2024 2:11:28 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 2025-284

MEETING: July 8, 2025

TO: The Board of Supervisors

FROM: Kristina Keheley, Health and Human Services Agency Director

RE: Approve First Amendment with The Building Design Group, Inc. Increasing the Amount by $22,091 for a New Amount Not to Exceed $81,691, for Additional Costs for Architectural and Engineering Services; and Authorize the Board of Supervisors Chair to Sign the Amendment

---

RECOMMENDATION AND JUSTIFICATION

Approve First Amendment with The Building Design Group, Inc. Increasing the Amount by $22,091 for a New Amount Not to Exceed $81,691, for Additional Costs for Architectural and Engineering Services; and Authorize the Board of Supervisors Chair to Sign the Amendment.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The original agreement was first approved by the County Administrative Officer on May 14, 2025.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If the Board chooses not to approve the amendment, the vendor will be unable to complete the architectural and engineering plans to complete the renovation project of the North County Campus project located at 10304 Fiske Road in Coulterville, California.

FINANCIAL IMPACT

None

ATTACHMENTS

1. **The Building Design Group 2025 Signed Agreement (2)**
2. **First Amendment - The Building Design Group Agreement 2025**
3. **MC_HHSA - BDG Project Proposal-Greeley Project -Addendum 6.17.25 (1)**
4. **MCHHSA - BDG Project Proposal-Attached Addendum 6.24.25(Truss Engineering)**

VOTE RESULT

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

Docusign Envelope ID: 95111157-BBF6-433A-BC88-1A9EE9AFFAB1

AGREEMENT ROUTING SHEET

To: *Deanna Stickles and Malena Palmer* **Dept.:** *Clerk of the Board* **Date:** 5/13/2025

From: Contracts @ HHSA TS **Agreement with:** The Building Design Group

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: Marc Farias Jones, Principal, Project I
(Name of person signing the agreement and their title)

Vendor Email: mfj@thebuildingdesigngroup.com
(Email of signee)

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

Term: 4/25/2025 - 4/24/2026
(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** **CC** ID # or Res No.: _____ Scheduled Date: _____

☐ **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.)

■ $59, 600 **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**

Initial
C-HHSA

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AGREEMENT FOR ARCHITECTURAL DESIGN SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this 13th day of May, 2025, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "County," and The Building Design Group, hereinafter referred to as "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 April 25, 2025, and terminate on April 24, 2026, unless extended as provided by this Agreement.

2. SERVICES

Contractor shall perform architectural design services as described in Exhibit A, "Scope of Work and Cost Proposal," 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 $59,600 as set forth in Exhibit A, "Scope of Work and 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.

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(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, $2,000,000 aggregate.

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

B. OTHER INSURANCE PROVISIONS

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

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

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

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

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

(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

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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 release, hold harmless, defend at its own expense, and indemnify County, its officers, employees, agents, and volunteers, from and against any and all claims, losses, damages, lawsuits, liabilities and expenses, including but not limited to reasonable attorneys' fees, including but not limited to those attributable to bodily injury, sickness, disease, death or injury to or destruction of property, including the loss therefrom, which arises out of or is in any way connected with the performance of this Agreement (collectively "Liabilities") to the extent caused by Contractor or its officers, agents or employees, except where such Liabilities are caused by the sole negligence or willful misconduct of County.

6. INDEPENDENT CONTRACTOR

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

7. PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the Public Employees Retirement System (CalPERS) to be eligible for enrollment in CalPERS as an

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employee of County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

8. STATE AND FEDERAL TAXES

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

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

9. AUDITS AND INSPECTIONS

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

10. ASSIGNMENT

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

11. NOTICE

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

CONTRACTOR:
The Building Design Group
4620 Ben Hur Road
Mariposa, CA 95338

COUNTY:
County of Mariposa
P.O. Box 99
5362 Lemee Lane
Mariposa, CA 95338

Docusign Envelope ID: 95111157-BBF6-433A-BC88-1A9EE9AFFAB1

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 A.

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 A.

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

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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

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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

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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

DocuSigned by:
Joe Lynch
9C760F0DDEF94BE...

Joy Lynch
County Administrative Officer

CONTRACTOR

Signed by:
Marc Farias Jones
C2B5F16D88BA47C...

Marc Farias Jones, Principal, Project Manager
The Building Design Group

APPROVED AS TO FORM:

Signed by:
Walter W. Wall
7F70E7E57022409...

Walter Wall
County Counsel

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EXHIBIT A

THE Building Design Group
Lic. C40483

4620 Ben Hur Rd
Mariposa, CA 95338
Tel: 209 966-5000

PROJECT PROPOSAL

Date: April 25, 2025

To Client: Mariposa County Health and Human Services Agency
Contact: Kimberly Ballard, Deputy Director
5362 Lemee Ln.
P.O. Box 99
Mariposa, CA 95338

Phone: (209) 347-9648
Email: kballard@mariposacounty.org
lbello@mariposacounty.org

Re: Project: 10304 Fiske Road
Coulterville, CA 95311
APN: 004-200-021 & 004-200-022

Thank you for the opportunity to present this proposal for architectural design services for your project.

Project Description

The Mariposa County Health and Human Services Agency (HHSA) proposes to improve and existing site and building. The improvements shall optimize use of the facility for the HHSA departments and other County services.

The primary parcel is approx. 0.47 acres, with an existing structure which is approx. 4,170 SF, which was previously utilized by a local charter school as a high school facility. The individual spaces within the structure vary in size, ranging from 504 SF to 1,850 SF. Multi-accommodation restrooms are located between the classrooms and a single-user restroom facility for the staff. The adjacent 0.47 acre parcel appears to provide access to the primary parcel and appears to contain site infrastructure which serves the main parcel.

Note: Program sketches, descriptions/conditions, and site photos have been provided by the HHSA agency.

Owners Program A:

The HHSA Department proposes to create a satellite facility by implementing building improvements to achieve the following preliminary program. The proposed improvments shall include, but are not limited to:

- Lobby/Waiting room
- Reception
- Copy/Storage
- Server Room
- Clerical Medical Suite
- Office Spaces
- (1) Conference Room for 10-12 persons
- Break Room
- Restrooms
- Utility Closet
- Janitors Closet

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Additional design objective the County may consider include (but are not limited to):

- Additional staff parking (maximize-per code)
- Interconnecting spaces (including interior access to restrooms-per code)
- Sheriff's office space with direct access to adjacent designated parking stall
- Outdoor break area

1. Proposed Scope of Architectural Services

The following phases shall apply where indicated:

A. Schematic Design (SD)
B. Design Development (DD)
C. Construction Documents (CD)
D. Contract Administration (CA)

These phases are described in detail below, followed further along by a fee schedule.

A. Schematic Design (SD) *(performed on an hourly basis)*

- Based upon Client's program, graphically depict program criteria including room sizes, volumes, adjacencies, circulation paths, basic furniture layouts, in hand-sketched format or rough CAD modeling.
- Present to Client for review and approval. Revise and refine as required, prior to starting hard-lined drawings (CAD production).
- Upon receipt of Client's approval, continue the preparation of Schematic Design documents in CAD format. Drawings shall include: site plan, floor plans, exterior elevations, building sections, etc.
- Attend pre-application design meeting and present project to Planning Dept, Home Owner Association, if required.
- Preliminary Planning elements (i.e. research, zoning, use, coordination w/ planning, etc.)
- Secure Client's written approval at the end of Schematic Design, prior to starting Design Development.

B. Design Development (DD) *(performed on an hourly basis)*

- Continue the development of the approved design concept via CAD drawings. Drawings shall include: site plan, floor plans, roof plan, exterior elevations, building sections, conceptual design details and notation.
- Coordinate with engineering consultants as required and integrate such engineering into the design.
- Meet with Planning Dept. for preliminary review and approval of design concepts, if required.
- Secure Client's written approval prior to starting Construction Documents (Permit Drawings) phase.

C. Construction Documents (CD) *(performed as a fixed fee)*

- Prepare Construction Documents through continued development of the approved design concept. Drawings shall include: site plan, floor plans, roof plan, exterior elevations, building section, schedules and notes, construction details, mechanical / electrical schematic layout (design / build). Coordinate with the engineering consultants and integrate building systems.

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- Building Dept. review: pick up plan check comments, make revisions and resubmit, if required (this excludes additional requirements as specified in section 13).

D. Contract Administration (CA) *(performed on an hourly basis)*

- Aid in the interpretation of the permit documents during construction.
- Visit the site periodically to observe the construction and its conformance with the approved design documents.
- Review and approve material, product selection, or substitutions during construction.
- Misc. (not optional) hourly billing rates shall apply for any consultation time and/or printing related to the project, which the architect provides to contractors, sub-contractors, etc. after building permit issuance and during the course of construction.
- Note SITE VISITS: All travel to and from the project, shall be billed on an hourly basis at the project architect's and/or project manager's prevailing rate, regardless of the phase of work underway. The time spent on the project site shall be billed to the phase of work underway at that time.

_____ Initial

By initialing here, you understand and agree to the terms of Item 1.D "Contract Administration (CA)".

2. Project Prerequisites (approved/provided by Client)

Before starting the project design, the Client shall approve the disciplines below or provide the architect with the following information:

A. Project Program
B. *Site Survey
C. *Soils Report
D. *Any other reports, findings or abatements etc. related to the project.

** This information is not always required; however it may be subsequently requested by the Building Dept. Please consult with BDG.*

The architect shall expect to be able to rely on the completeness and accuracy of the respective findings contained in these documents, when designing the project.

3. Client Review and Approval

After appropriate review, the Client shall provide the architect with written approval at the end of each phase, prior to beginning the next. By signing the approval of each phase, the Client signifies that they understand and agree with the design, as it relates to their program needs.

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4. Revisions

Revisions requested after completion of the *design phase, i.e. during the Construction Document phase, would be considered an additional service, and billed on an hourly basis.

*(Revisions requested during the SD & DD phases would be tracked and billed hourly as a matter of course, as part of the ongoing design phase. These revisions would not be considered an additional service)

5. Estimated Project Fees

A breakdown of fee estimates per phase is as follows. Please note, these are preliminary estimates. The CD phase in particular can be firmly established, once the design phase is complete and a final design scheme has been established and approved by the client.

A. Pre-Development Planning: Architectural Design

Schematic Design	Hourly, est. $11,800.00
Design Development	Hourly, est. $8,800.00
Preliminary Construction Documents	$4,400.00*
(or additional SD/DD, if occurs)	
Est. Total –A. *(not to exceed)*	$25,000.00*

B. Pre-Development Planning: Engineering/ Consultants

Structural Engineer *(not anticipated (N/A))*	TBD, if required**
Soils Engineer	N/A
Civil Engineer *(if required)*	N/A
Truss Engineer *(if required)*	Reimbursable***
Energy Report	$1,000.00
Fire Sprinkler Engineer *(if required)*	Reimbursable***
Photo Voltaics (Solar)	N/A
Est. Total – B.	$1,000.00**
(Not to exceed $20,000.00)	

C. Other/Construction:

Construction Documents	$33,600.00* **
Contract Administration	*Hourly, if occurs/requested*
Est. Total –C.	$33,600.00

Estimate Grand Total	**$59,600.00**

** The fee for the CD phase is based on a project size and scope as described previously in the owners program. Any increase in program square footage beyond 10%, or an increase in the level of complexity or detail, shall require review and possible renegotiation of fees.*
***An initial building evaluation suggests that structural engineering is not required for this project and it will be designed to comply with the existing building portions of the building code. If unforeseen circumstances reveal that engineering is required or the design develops beyond the scope of the prescriptive code, an additional charge may occur.*
**** This is performed by the installer or contractor and credited toward the installation cost.*

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6. Invoices

Invoices shall be generated monthly for a given phase, based on hours accrued as a percentage of completion during the prior month. Invoices are due upon receipt.

7. Rates *(Applicable to T&M work)*

Project Architect	$206/hr
Project Manager	$185/hr
Drafter	$106/hr
Project Engineer	$213/hr
Clerical	$ 68/hr

8. Reimbursables

All reimbursable expenses shall be billed at cost, plus an administration fee of 10%. These include but are not limited to the following:

- Consultant contracts managed by BDG.
- Reproducibles in the form of prints, faxes, telephone, travel, accommodation, clerical time, etc.
- Shipping or mailing costs.
- General Printing – Architectural Drawings/Documents 24" x 36" = $4.30/sheet
  13" x 19" = $2.00/sheet
  11" x 17" = $1.00/sheet
  8.5"x 11" = $0.30/sheet

_____ Initial

By initialing here, you understand and agree to the terms of Item 8 "Reimbursables".

9. Agency/County Review Fees

All Agency/County fees are the Client's responsibility. Review fees are indeterminate at this time: However, a typical range might be 3-5% of the construction cost for the building permit. School fees may also be incurred for the proposed new habitable square footage. It is suggested that the Client research these fees with the appropriate agencies.

10. Consultants

The following is a summary of the consultants typically* required on a project of this nature. In general, the architect recommends that the Client contract directly with the consultant, if said consultant is required. In these cases, the architect can work with the Client to set up these contracts. There are however, several consultants that the architect will typically contract directly with, and when there scope has been established, their fee will be included in the architect's invoices during the CD phase. (Regardless of who the contract is set up with, BDG will collaborate with the Client and all of the disciplines.)

A. **Structural Engineer
B. **Energy Analysis & Report
C. **Sprinkler Design Engineer
D. Truss Engineer
E. Civil Engineer
F. Soils Engineer
G. Surveyor
H. Interior Designer

*Note: * Every project is unique and may require only certain disciplines.*

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*** The architect would typically contract directly with these consultants.*

11. Additional Services

The Architect or the Architect's consultants can provide additional services when requested and authorized by the Client in writing. These can be determined on an as-needed basis, as the project progresses. These services might include:

A. Additional design consultation beyond the initial scope.
B. High-res 3D Rendering *(basic 3D views inherent in the software would be included)*.
C. Field trips (construction observation, etc.).
D. Delivery of CD package to Building, Planning Department, etc. for submittal.
E. Grading/civil design.
F. Photo voltaics design.

12. Exclusions

The following services are excluded from this proposal. However, they can be performed as an additional service upon request, by the Architect or consultants:

A. Interior design, color & material, furniture selection.
B. Lighting design *(schematic lighting layout will be included in utility plans*).
C. Landscape design.
D. Surveying.
E. All County/City permit fees.
F. Soils investigations/geotechnical studies.
G. County requirements for building pad and soils such as Grading permit, Compaction Tests, Perc Tests, etc.
H. County Health Dept. requirements other than those required by state code (septic system design, special water systems, etc.).
I. Civil and/or grading design if required by the City or County.
J. Photo voltaics design/engineering.

13. Additional Planning and Building Dept. Requirements

Any additional tasks or observations of the site/project that are required by the jurisdiction having authority (JHA) would be considered an additional service and billed at an hourly rate. This may also include creating updated drawings and/or letters or reports required by the JHA.

_____
Initial

By initialing here, you understand and agree to the terms of Item 13 "Additional Planning and Building Dept. Requirements".

14. Project Deliverables

At the completion of the project, the Architect shall produce the required number of final permit document sets and supportive documents (drawings, reports, calc packs, etc). These *documents shall be stamped and signed and ready for submission to the jurisdiction having authority (JHA).

* 1. The Construction Documents (aka permit set) shall be prepared per the customary standards of the profession, for the type of project and scope of work, as previously described.

* 2. The CDs shall be comprehensive enough so that any General Contractor can build the project, without the need for prior knowledge of, or prior familiarity with the project.

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ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/15/2025

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.

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PRODUCER
AssuredPartners Design Professionals Insurance Services, LLC
3697 Mt. Diablo Blvd Suite 230
Lafayette CA 94549

License#: 6003745

CONTACT NAME: Lisa Shimizu-Fookes
PHONE (A/C, No, Ext): 714-427-3482 **FAX (A/C, No):**
E-MAIL ADDRESS: CertsDesignPro@AssuredPartners.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : XL Specialty Insurance Company	37885
INSURER B : Hartford Casualty Insurance Company	29424
INSURER C : Hartford Underwriters Insurance Company	30104
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
The Building Design Group
4620 Ben Hur Road
Mariposa CA 95338

BUILDES-02

COVERAGES **CERTIFICATE NUMBER:** 183294625 **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	
C	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE [X] OCCUR X Contractual Liab Included GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:	Y	Y	57SBWBH4S1F	1/20/2025	1/20/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
C	**AUTOMOBILE LIABILITY** ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y	Y	57SBWBH4S1F	1/20/2025	1/20/2026	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	$ $
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		57WECAB6UN6	12/16/2024	12/16/2025	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	Professional Liability			DPS5036621	12/16/2024	12/16/2027	Per Claim Aggregate Limit	$1,000,000 $2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Insured owns no company vehicles; therefore, hired/non-owned auto is the maximum coverage that applies.

Re: All Operations as pertains to named insured.

CERTIFICATE HOLDER

Mariposa County
4639 Ben Hur Road
Mariposa CA 95338

CANCELLATION 30 Day Notice of 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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Certificate Of Completion

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Signatures: 3
Certificate Pages: 5
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Signer Events	Signature	Timestamp
Walter W. Wall wwall@mariposacounty.org District Attorney Security Level: Email, Account Authentication (None)	Signed by: Walter W. Wall 7F70E7E57022409... Signature Adoption: Pre-selected Style Using IP Address: 64.118.100.36	Sent: 5/13/2025 11:51:49 AM Viewed: 5/13/2025 12:03:50 PM Signed: 5/13/2025 12:03:57 PM
Electronic Record and Signature Disclosure: Accepted: 5/13/2025 12:03:50 PM ID: 8562edd3-b5bb-4554-9155-792b23ac2deb		
Joe Lynch jlynch@mariposacounty.org County Administrative Officer Mariposa Health and Human Services Security Level: Email, Account Authentication (None)	DocuSigned by: Joe Lynch 9C760F0DDEF94BE... Signature Adoption: Pre-selected Style Using IP Address: 64.118.100.36	Sent: 5/13/2025 12:03:58 PM Viewed: 5/14/2025 1:17:00 PM Signed: 5/14/2025 1:17:37 PM
Electronic Record and Signature Disclosure: Accepted: 12/28/2022 2:18:18 PM ID: f458d0c7-7cd7-4bd0-b6dd-352a5abd09b8		
Marc Farias Jones mfj@thebuildingdesigngroup.com Security Level: Email, Account Authentication (None)	Signed by: Marc Farias Jones C2B5F16D88BA47C... Signature Adoption: Pre-selected Style Using IP Address: 98.97.63.183	Sent: 5/14/2025 1:17:39 PM Viewed: 5/14/2025 3:08:05 PM Signed: 5/14/2025 3:10:35 PM
Electronic Record and Signature Disclosure: Accepted: 5/14/2025 3:08:05 PM ID: a5f9f626-68ff-47e9-9c63-c46d87393fee		
Contracts HHSA contractshhsa@mariposacounty.org Security Level: Email, Account Authentication (None)	Initial C-HHSA Signature Adoption: Pre-selected Style Using IP Address: 64.118.100.36	Sent: 5/14/2025 3:10:37 PM Viewed: 5/14/2025 3:11:09 PM Signed: 5/14/2025 3:11:13 PM
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**
Envelope Sent	Hashed/Encrypted	5/13/2025 11:51:49 AM
Certified Delivered	Security Checked	5/14/2025 3:11:09 PM
Signing Complete	Security Checked	5/14/2025 3:11:13 PM
Completed	Security Checked	5/14/2025 3:11:13 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.

FIRST AMENDMENT TO AGREEMENT FOR ARCHITECHTURAL DESIGN SERVICES

THIS FIRST AMENDMENT TO AGREEMENT FOR ARCHITECHTURAL DESIGN, is made and entered into this _____ day of _____2025, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "County," and The Building Design Group, hereinafter referred to as "Contractor."

WHEREAS, County and Contractor have heretofore entered into an Agreement dated May 13, 2025, wherein Contractor agreed to provide architectural design services; and

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

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

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

1. Paragraph 2, "SERVICES," and Exhibit A are hereby amended to provide that Contractor agrees to provide the following additional services: architecture design and construction documents for the 24'x30' addition to the existing building and truss engineering for existing trusses analyzed for structural support of additional weight from a solar panel array.

2. Paragraph 3, "COMPENSATION," and Exhibit A are hereby amended to provide that an additional $22,091 will be added to the original amount of $59,600, making the total compensation paid to Contractor the not to exceed amount of $81,691. Additional language will include the following: *Additional services, added scope, etc. would be considered an additional fee outside of the "not to exceed" amounts and shall be addressed in the form of an addendum or amendment to the proposal.*

3. Paragraph 5, HOLD HARMLESS AND INDEMNIFICATION is hereby amended to contain the following language: *To the fullest extent permitted by law, Contractor shall, hold harmless, and indemnify, but not defend, County, its officers, employees, and volunteers, from and against any and all claims, losses, damages, lawsuits, liabilities and expenses, including but not limited to reasonable attorneys' fees, including but not limited to those attributable to bodily injury, sickness, disease, death or injury to or destruction of property, including the loss therefrom (collectively "Liabilities") to the extent*

caused by the negligence of Contractor or its officers, agents or employees, except where such Liabilities are caused by the sole negligence or willful misconduct of County.

Except as herein amended, the Agreement dated May 13, 2025 shall remain in full force and effect.

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

COUNTY OF MARIPOSA	CONTRACTOR
_____	_____
Rosemarie Smallcombe, Chair Board of Supervisors	Marc Farias Jones, Principal, Project Manager The Building Design Group
COUNTERSIGNED: *(Government Code §25103)*	APPROVED AS TO FORM:
_____	_____
Danielle Bondshu Clerk of the Board	Walter Wall County Counsel

THE Building Design Group
Lic. C40483

4620 Ben Hur Rd
Mariposa, CA 95338
Tel: 209 966-5000

ADDENDUM

Date: June 17, 2025

To Client: Mariposa County Health and Human Services Agency
Contact: Kimberly Ballard, Deputy Director
5362 Lemee Ln.
P.O. Box 99
Mariposa, CA 95338

Phone: (209) 347-9648
Email: kballard@mariposacounty.org
lbello@mariposacounty.org

Re: Project: 10304 Fiske Road
Coulterville, CA 95311
APN: 004-200-021 & 004-200-022

Proposal Addendum: Added Scope to Program A
The client proposes to add the following building improvements to program A. The added improvements shall include, but are not limited to:

- 24'x30' addition at the South East gable of the existing structure.
- Community mental health outpatient clinic.
- Outpatient treatment for SUD.

The purpose of this addendum is to provide a fee estimate for the added scope of work. See Project proposal dated April 25, 2025 for full outline of project proposal, project phases, scope of work, etc.

Note: The Proposal Addendum does not include consultant correspondence items such as Mechanical, electrical, and plumbing engineering, fee estimates to be provided by the specialty engineer/contractor. BDG shall coordinate with the mechanical, electrical, plumbing, consultants throughout the Design Development and Construction Document Phase as required for development of the Construction Documents.

Estimated Breakdown of Fees for the Addendum

(See Project Proposal for full estimate)

A. Pre-Development Planning: Architectural Design

Schematic Design	See *Project Proposal 4/25/25*
Design Development	See *Project Proposal 4/25/25*
Preliminary Construction Documents	See *Project Proposal 4/25/25*
Est.Total - A	See *Project Proposal 4/25/25*

B. Pre-Development Planning: Engineering/ Consultants

TBD	See *Project Proposal 4/25/25*

C. Other/Construction:

Construction Documents	See *Project Proposal 4/25/25*
Contract Administration	See *Project Proposal 4/25/25*
*Addendum Fee	$20,000*
Est.Total - C	$20,000* + See *Project Proposal 4/25/25*

*In addition to project proposal 4/25/25.

** The fee for the CD phase is based on a project size and scope as described previously in the owners program. Any increase in program square footage beyond 10%, or an increase in the level of complexity or detail, shall require review and possible renegotiation of fees.*
***An initial building evaluation suggests that structural engineering is not required for this project and it will be designed to comply with the existing building portions of the building code. If unforeseen circumstances reveal that engineering is required or the design develops beyond the scope of the prescriptive code, an additional charge may occur.*
**** This is performed by the installer or contractor and credited toward the installation cost.*

See project proposal for all descriptions including but not limited to: Invoices, Rates, Reimbursables, Agency/County Review Fees, Consultants, Additional Services, Exclusions, Deposit, etc.

Signature

Please do not hesitate to call should you have any questions, need clarification, or wish to discuss any details of the Addendum. If the Proposal Addendum is acceptable, please sign below and return to the Building Design Group (BDG).

By signing below, the Client proposes to engage The Building Design Group (BDG) as a professional consultant to perform architectural services as outlined in this Addendum (6/13/2025) to the Project Proposal and according to the terms and conditions set forth in the Client-Architect Agreement, dated April 25, 2025.

Signed,

_____ **Date:** 6/17/2025
Kittijuk Tongthaworn,
Architect, Interim
The Building Design Group (BDG)

Or,



_____ **Date:** 6/17/2025
Marc Farias Jones,
Project Manager, Principal
The Building Design Group (BDG)

Owner/Client:

_____ Date: _____
Print

_____ Date: _____
Sign

THE Building Design Group
Lic. C40483

4620 Ben Hur Rd
Mariposa, CA 95338
Tel: 209 966-5000

TRUSS ENGINEERING ADDENDUM

Date: June 24, 2025

To Client: Mariposa County Health and Human Services Agency
Contact: Kimberly Ballard, Deputy Director
5362 Lemee Ln.
P.O. Box 99
Mariposa, CA 95338

Phone: (209) 347-9648
Email: kballard@mariposacounty.org
lbello@mariposacounty.org

Re: Project: 10304 Fiske Road
Coulterville, CA 95311
APN: 004-200-021 & 004-200-022

Proposal Addendum: Added Scope to Program A
The client proposes to have the existing trusses anylized for structural support of additional weight from a solar panel array. If additional support is required, a design will be provided.

The purpose of this addendum is to provide a fee estimate for the added scope of work. See Project proposal dated April 25, 2025 for full outline of project proposal, project phases, scope of work, etc.

Note: This Addendum is only for calculating the existing trusses for gravity & wind support. No other engineering is included.

Estimated Breakdown of Fees for the Addendum

(See Project Proposal for full estimate)

A. Pre-Development Planning: Architectual Design
Est.Total - A — See *Project Proposal 4/25/25*

B. Pre-Development Planning: Engineering/ Consultants
TBD — See *Project Proposal 4/25/25*

C. Other/Construction:
Truss Engineering
Drafting
Truss Addendum Fee — $2,091.00
Est.Total - C — $2,091.00* + *See Project Proposal* 4/25/25 & Addendum 6/17/25.

*In addition to project proposal 4/25/25 & Addendum 6/17/25.

See project proposal for all descriptions including but not limited to: Invoices, Rates, Reimbursables, Agency/County Review Fees, Consultants, Additional Services, Exclusions, Deposit, etc.

Signature

Please do not hesitate to call should you have any questions, need clarification, or wish to discuss any details of the Addendum. If the Proposal Addendum is acceptable, please sign below and return to the Building Design Group (BDG).

By signing below, the Client proposes to engage The Building Design Group (BDG) as a professional consultant to perform architectural services as outlined in this Addendum (6/24/2025) to the Project Proposal and according to the terms and conditions set forth in the Client-Architect Agreement, dated April 25, 2025.

Signed,

_____ **Date:** 6/24/2025
Kittijuk Tongthaworn,
Architect, Interim
The Building Design Group (BDG)

Or,



_____ **Date:** 6/24/2025
Marc Farias Jones,
Project Manager, Principal
The Building Design Group (BDG)

Owner/Client:

_____ Date: _____
Print

_____ Date: _____
Sign

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: July 8, 2025

TO: The Board of Supervisors

FROM: Steve Engfer, Planning Director

RE: Re-Appoint Tony Toso to the Agricultural Advisory Committee as a Member Representing the Category for Cattle Industry, and Appoint Jordan Cory to the Agricultural Advisory Committee as a Member Representing the At-Large Category with Terms Expiring February 28, 2027

RECOMMENDATION AND JUSTIFICATION

Re-Appoint Tony Toso to the Agricultural Advisory Committee as a Member Representing the Category for Cattle Industry, and Appoint Jordan Cory to the Agricultural Advisory Committee as a Member Representing the At-Large Category with Terms Expiring February 28, 2027.

Toso's term expired on February 28, 2025, and he has expressed interest in continuing to serve on this committee.

Cory was appointed to this committee on March 12, 2024 as a member representing the Alternate Mariposa Co. Farm Bureau category with an expired term date of February 28, 2026. Cory has expressed interest in the At-Large vacant seat.

With this action, there will be one vacancy for the category of Alternate Mariposa Co. Farm Bureau with an unexpired term expiring on February 28, 2026. Appointments, term expiration and vacancies will be advertised according to the Maddy Act.

BACKGROUND AND HISTORY OF BOARD ACTIONS

It is customary for the Board of Supervisors to Appoint or Re-appoint the committee members.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If members are not appointed or re-appointed, this would result in vacancies which could cause a lack of quorums for the committee until the vacancies are advertised and filled.

FINANCIAL IMPACT

None

ATTACHMENTS

1. **250114 T. Toso Redact**
2. **250617 J. Cory Redact**

3. **250617 J. Cory Redact Resume**
4. **250414 AAC Vacancy notice 1**

VOTE RESULT

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

RECEIVED
JAN 14 2025
BOARD OF SUPERVISORS

Request Type: Committee Application
Request ID Number: 1222
Date Submitted: 1/14/2025
Date Closed: (open)
Date Printed: 1/14/2025 12:26:47 PM

Request Location:

Priority: Normal
Assigned To: Unassigned

Phone: (none specified)
Email:

Date/Person	Comments
1/14/2025 12:21:26 PM (anonymous)	Your Request ID Number is 1222. **Name of Board, Commission or Committee for which you are applying** Agricultural Advisory Committee **First Name** Anthony "Tony" **Last Name** Toso **Supervisorial District in which you Reside** 3 **Length of your Residency in the county** 1991 **Mailing Address** **Email Address:** **Preferred Contact Method** Cell Phone **Are you Over 18 Years of Age** Yes **Employment Status** Employed **Employer's Name** Edwards, Lien & Toso, Inc. **Employer's Address** **Day Telephone Number** **Cell Phone Number** **Please explain why you wish to serve on this Board/Commission/Committee** I am a strong supporter of agriculture in Mariposa County, I participate in agriculture in Mariposa County, and I wish to continue to support, protect and promote Mariposa County agriculture. **Please list prior/current appointments to other Boards/Commissions/Committees** Agricultural Advisory Committee member since ±2005. In addition to the boards served on below in my experience I am also an alternate member of the California Beef Council. **List any information regarding experience, training and/or education that you feel qualifies you for this position** I am a local cattle rancher, and I am also an agricultural appraiser. My education is in Agriculture with a Bachelor of Science Degree from California State University - Fresno in 1985. I have been the past president of the Mariposa County Farm Bureau and the 2nd Vice President of the California Farm Bureau. I am also the past president of the Merced-Mariposa County Cattlemen';s Association and the past president of the California Cattlemen';s Association and the current chairman of the National Cattlemen';s Beef Association';s International Trade Committee. I am a past president of the California Chapter of the American Society of Farm Managers and Rural Appraisers, was the California Chapter';s 2020 Ag Appraiser of the year and am the Immediate Past President of the American Society of Farm Managers and Rural Appraisers. **Do you, or any member of your immediate family, work for the County of Mariposa or hold a position that might conflict with your duties for this**

Board/Commission? Yes
If Yes, please explain My wife is Danette Toso, Mariposa County Supervisor for District 3
Please attach your Resume Qualfiications Anthony J Toso -2024-2025 CERT..pdf
Please attach Supplemental questions, if any.
Time(s) you have available to attend meetings (days, evening, etc.) I am available during weekdays.
Do you have transportation? Yes

PLEASE NOTE that once submitted, this document becomes a public record and is subject to all forms of public inspection including, but not limited to, display on the internet, and all public records requests.

By checking the "I agree" box below, you agree and acknowledge that:
1) your application will not be signed in the sense of a traditional paper document,
2) by signing in the alternate manner below, you authorize your electronic signature to be valid and binding upon you to the same force and effect as a handwritten signature, and
3) you may still be required to provide a traditional signature at a later date.

(If you would prefer to fill out a paper form, please contact the Clerk of the Board's Office at (209) 966-3222.)
I agree

Anthony J. Toso, ARA
Vice-President/CFO
Edwards, Lien & Toso, Inc. and ELT Ranch Properties, Inc.
Agricultural Appraisal & Brokerage Services

EDUCATION:

Bachelor of Science
Agricultural Science – Option 1
California State University-
Fresno 1985

EMPLOYMENT HISTORY:

Agricultural Appraiser

Edwards, Lien & Toso, Inc.
(Formally Edwards & Lien, Inc., Edwards & Lien, Partnership and Edwards Appraisal Service)
August 1999 to Present

Shareholder, Vice-President, and Chief Financial Officer. Conduct agricultural real and personal property appraisals. Work includes, but is not limited to, real property and personal property. Client base is a variety of Attorneys, CPA's, Lenders and Individuals with appraisal reports tailored to fulfill their various requirements. Obtained OREA General Certified Real Estate Appraiser License, Number AG030765, effective as issued on May 14, 2023, Expiration date May 13, 2025.

General Manager

Pet Extreme Inc./Swanson Farms,

August 1999 to December 2002

Oversee all aspects of retail operations entailing feed, western wear, and pet. Manage and direct accounting and operations.

Owner/ Operator

Cotton Creek Financial Services

Nov. 1998 to December 2008

Began my own financial services company after 10 years in the Farm Credit System. I hold a valid California Department of Real Estate Broker's License # 01244007, so that I may originate agricultural real estate loans. In addition, I also originate operational loans and equipment financing/leasing. In addition, I perform personal property or chattel appraisals, including but not limited to crops, livestock, rolling stock, and other equipment valuations. Being directly involved in the beef cattle industry, I also buy, on commission, feeder cattle for customers, procuring them and shipping them to various points in California, Colorado, Kansas, Nebraska, and Texas. I am licensed and bonded through the U.S. Department of Agriculture, Packers & Stockyards Administration.

Assistant Branch Manager

Farm Credit System

October 1988 to October 1998

Responsible for analyzing credit, and servicing a loan portfolio. Simple credit analysis to complex credits involving multiple entity consolidation of balance sheets and cash flows. These responsibilities also include personnel supervision, business development, loan pricing, and maintaining a strict customer focus. Also performed personal property appraisals including crops, beef cattle, and dairy cattle & feed appraisals for the Association. Achieve marketing and credit portfolio goals in support of the Association's Business Plan.

Store Manager Manna Pro Corporation

May 1987 to October 1988

I was responsible for the profit and loss of the company's Hollister Country Store. Sold product retail/wholesale throughout the central coast area. Managed personnel as well as the day-to-day operations. I was responsible for the purchasing, marketing, and pricing of all inventories. Conducted training and product knowledge seminars for customers as well as my employees.

LICENSURES, ADDITIONAL EDUCATION AND TRAINING:

- State of California BREA Certified General Real Estate Appraiser #AG030765 (expiration 5/13/25)
- State of California Bureau of Real Estate Licensed Real Estate Broker #01244009 (expiration 8/20/26)

American Society of Farm Managers and Rural Appraisers

Course A-12 Part I, ASFMRA Code of Ethics
Course A-20I, Principles of Rural Appraisal
Course A-30, Advanced Rural Appraisal
Course A-300, Advanced Rural Appraisal
Course A-29, Highest & Best Use
Course A-25, Eminent Domain
Course ALL215, Appraisal Report Writing – ASA
Income Property Valuation – *Allied Schools*
Seminars: Yellow Book (UASFLA) – *Appraisal Institute*
Valuation of Conservation Easements Course 797 - *Appraisal Institute*
Yellow Book Panel Discussion – *2017 Yellow Book Update - ASFMRA*
Federal & California State Laws & Regulations – CA Chapter ASFMRA

Additional ASFMRA courses scheduled and regular attendance of the California chapter annual meetings.

PROFESSIONAL MEMBERSHIPS AND AFFILIATIONS:

- Accredited Member American Society of Farm Managers & Rural Appraisers (ASFMRA)
- Immediate Past President of the American Society of Farm Managers & Rural Appraisers
- Past President of the California Cattlemen's Association
- National Cattlemen's Beef Association - International Trade Committee - Chairman
- Member of the California State University Fresno, Agricultural Business Advisory Board
- Member of the California State University Fresno, Rodeo Advisory Committee
- Member of the Mariposa County Agricultural Advisory Committee – Chairman
- Member of the California Beef Council – Alternate
- Past President of the California Chapter of ASFMRA
- Past Second Vice-President of the California Farm Bureau Federation
- Past District 9 Director of the California Farm Bureau Federation
- Past President of Merced/Mariposa Cattlemen's Association
- Past Board Member Producers Livestock Marketing Association
- Past President of the Mariposa County Farm Bureau
- Past Chairman of the California Cattlemen's Land Use and Taxation Committee
- NCBA Young Cattlemen's Conference – Class of 1999 Alumnus
- Member of the California Cattlemen's Association (CCA)
- Member of National Cattlemen's Beef Association (NCBA)
- Member of the California Farm Bureau
- Member of the Merced/Mariposa County Cattlemen's Association
- Member of Mariposa County Farm Bureau

REFERENCES: *Available Upon Request*

RECEIVED
JUN 17 2025
BOARD OF SUPERVISORS

Request Type: Committee Application
Request ID Number: 1282
Date Submitted: 6/17/2025
Date Closed: (open)
Date Printed: 6/17/2025 2:26:09 PM

Request Location:

Submitter Information:

Priority: Normal
Assigned To: Unassigned

Phone: (none specified)
Email:

Date/Person	Comments
6/17/2025 2:08:01 PM (anonymous)	Your Request ID Number is 1282.

Name of Board, Commission or Committee for which you are applying Agricultural Advisory Committee
First Name Jordan
Last Name Cory
Supervisorial District in which you Reside 3
Length of your Residency in the county 4 years
Mailing Address
Email Address:
Preferred Contact Method Cell Phone
Are you Over 18 Years of Age Yes
Employment Status Employed - Regional Agribusiness Specialist - Northern California Sales & Marketing Manager
Employer's Name Chubb Agribusiness
Employer's Address
Day Telephone Number
Cell Phone Number
Please explain why you wish to serve on this Board/Commission/Committee I am hopeful to become a voting member on the Agricultural Advisory Committee because I am passionate about the Agricultural Industry and the value it provides to the county of Mariposa. It is extremely important that we have oversight on decisions made that may impact out Ag community, and that decisions are thoroughly evaluated with respect to local, state, and federal laws, ordinances, and programs currently in place. I wish to be able to influence our Ag Industry in a positive manner by becoming a voting member of the AAC.
Please list prior/current appointments to other Boards/Commissions/Committees
Mariposa County Farm Bureau - Secretary/Treasurer
California Suffolk & Hampshire Sheep Breeders Association - Voting Member
Mariposa County Agricultural Advisory Committee - Farm Bureau Alternative

List any information regarding experience, training and/or education that you feel qualifies you for this position Education: Bachelors of Science in Agricultural Economics from Purdue University, West Lafayette, IN
Work Experience:
Bayer US Crop Science - Production Specialist/Team Lead.
De Lacy Executive Recruitment - Ag Recruitment Consultant
Chubb Agribusiness - Regional Agribusiness Specialist - Northern California Sales & Marketing Manager - Insurance
Cory Brothers Club Lambs - Owner and Operator

Do you, or any member of your immediate family, work for the County of Mariposa or hold a position that might conflict with your duties for this Board/Commission? Yes
If Yes, please explain My wife Mikaela Cory is employed by the Agricultural Commissioners office and is an Ag Standards Inspector
Please attach your Resume Jordan Cory Resume.pdf
Please attach Supplemental questions, if any.
Time(s) you have available to attend meetings (days, evening, etc.) Anytime/can be flexible
Do you have transportation? Yes

PLEASE NOTE that once submitted, this document becomes a public record and is subject to all forms of public inspection including, but not limited to, display on the internet, and all public records requests.

By checking the "I agree" box below, you agree and acknowledge that:
1) your application will not be signed in the sense of a traditional paper document,
2) by signing in the alternate manner below, you authorize your electronic signature to be valid and binding upon you to the same force and effect as a handwritten signature, and
3) you may still be required to provide a traditional signature at a later date.

(If you would prefer to fill out a paper form, please contact the Clerk of the Board's Office at (209) 966-3222.)
not checked

JORDAN WARREN CORY

Professional Summary

Accomplished and passionate agricultural enthusiast offering over 15 years of agricultural experience in sales, marketing, people management, logistics, and production. Adaptive team player with in-depth knowledge of many facets of the agricultural industry looking to obtain a rewarding career while making an impact on future generations.

Relevant Skills

- People Management/Staff Supervision
- Team Leadership
- Event Planning and Organization
- Fundraising and Sponsorship Development
- Financial Accountability
- Business Communication
- Customer & Client/Public Relations
- Excellent Written, Verbal, and Oral Skills
- Public Speaking
- Problem Solving and Data Analysis
- Sales and Marketing
- Talent Recruitment
- Supply Chain Management
- Shipping and Logistics

Work History

Regional Agribusiness Specialist/ Sales & Marketing Manager –10/2022 to Current
Chubb Agribusiness – Remote (Catheys Valley, CA)

- Manage a territory of over 150 Agencies spanning from Bakersfield to the Oregon border
- Negotiate contract agreements surrounding premium commitments, commissions, and policy counts
- Train Agents on Chubb Agribusiness specific coverage forms
- Train Agents on Chubb Agribusiness quoting systems and management tools
- Drive productivity and sales across Northern California while managing and fostering relationships
- Delver insurance expertise across Northern California, educating insured and agents.

Recruitment Consultant –05/2021 to 10/2022
De Lacy Executive Recruitment – Remote (Catheys Valley, CA)

- Deliver recruiting expertise and high-level support to businesses across the Ag Industry
- Manage key accounts across the US and deploy business plans to align with organizational objectives
- Negotiate and administer business contracts to enable successful partnerships
- Build efficient remote work schedules to perform and accomplish self-driven targets and goals
- Plan and organize an extended calendar to achieve yearly business goals and objectives
- Establish and build relationships with active and prospective clients to promote business growth
- Effectively communicate and listen to clients to better understand their business needs
- Streamline work and data collection processes for more efficient recruitment practices business wide
- Lead a full recruitment service from talent identification, interviews, and offer negotiations

Business Owner (Hobby/Small Scale), 01/2010 to Current
Cory Brothers Club Lambs – Catheys Valley, CA

- Exercise full management responsibility and oversee many business administrative functions
- Develop and implement strategic B2B marketing and sales plans that align with industry standards emphasizing the 4 P's to maximize business and product recognition
- Forecast and manage all financial aspects to enable profitability and sustainability
- Prepare and analyze all financial and statistical record into reports to identify areas of improvement.
- Build, maintain, and strengthen trust in relationships to grow customer base year to year
- Establish and understand customers' needs and competitor dynamics within industry segments
- Direct the implementation of strategic business plans to achieve goals and objectives

*The time commitment to this business is completed in spare time (evenings, weekends, etc.) *

Agronomic Research Specialist II – Production Specialist/Logistics Manager, 09/2018 to 5/2021
Bayer Crop Science – Whitestown, IN

- Managed, coached, educated, and mentored over 60 employees while teaching company core values
    - Developed training and education materials to deliver on business KPI's
- Developed cross functional work relationships with direct reports, sub-contractors, and leadership
- Oversaw and established budgets for spending across the site and across business functions.
- Managed facility operations, logistics and oversaw the maintenance department across the site
- Ensured that all safety rules and regulations were met and were within OSHA regulations
- Collaborated with staff to develop and implement safe practices to accomplish team goals
- Ensured effective business communication and created company brand support through marketing
- Led site initiatives surrounding community service and public donations
- Built and maintained relationships with key stakeholders across the United States and globally
- Managed facility scheduling, logistics, and warehouse organization across the site
- Led and managed all business activities related to ensuring a positive customer experience
- Provided management with daily, weekly, and quarterly forecasts of product movement
- Worked with key stakeholders for seed supply/demand forecasts and key performance indicators
- Interpreted data to create effective messaging across product lines for all stakeholders
- Managed workflow of all inbound and outbound shipments at site level and met performance targets

Supply Chain Improvement Intern, 05/2017 to 08/2017
Dow AgroSciences – Indianapolis, IN

- Completed cost savings projects in both Seeds and Crop Protection Supply Chain functions
- Studied general Supply Chain, Financial, and Marketing strategies
- Specialized in various Supply Chain programs like: Tableau, SAP, and Supply Chain Guru
- Built Mycogen Seeds, plant and hybrid profiles to improve upon 2017's shipping strategy, discovering over $250,000 in cost savings, narrowing in on financial accountability and break-even points
- Proposed a cost-benefit analysis for a CP shelf-life extension project valued at over $200M
- Improved operations by working with team members and customers to find workable solutions

Agronomy Sales Intern, 05/2016 to 08/2016

NRG Agricultural Services and Supply – New Ross, IN

- Completed customer prospect list of over 250 potential customers to enable future business growth
- Specialized and focused on Cover Crop sales for fall months
- Performed numerous Sales Calls, both cold calls and planned visits with potential customers
- Substantially grew NRG Ag Services and Supply's business by both making sales and advertising
- Prioritized and organized tasks to efficiently accomplish service goals
- Helped manage all bag feed sales organization, customer relations, and inventory

Volunteer/Event Planning, 01/2010 to 04/2021

Boone County 4-H (Member to Superintendent) – Boone County, IN

- Oversaw and provided leadership to over 100 4-H members within the program
- Planned, organized, and successfully ran numerous livestock events within the county
- Brough together a leadership team to delegate key responsibilities across events
- Managed all Fair Entry data across the project breaking down show orders of over 300 lambs
- Ensured the education and safety of the youth within the organization and within the project
- Developed cross functional working relationships with the Board of Directors and others
- Sought out fundraising and sponsorships to provide the youth with scholarship opportunities
- Created a program within the 4-H sheep project called Learning And Making Buddies (L.A.M.B)
    - Within L.A.M.B the youth worked with special needs students in the county who were underprivileged and unable to partake in fair activities.
    - Leadership was provided to project members, but this was a youth run program
    - Sponsorship and Grant applications were assisted upon, but were completed by the youth

Purdue University – 08/2014-05/2018

Circle Pines Men's Cooperative

- Provided leadership and guidance to over 55 college men living together in a cooperative setting
- Served as the house Vice President, Treasurer, and House Manager leading various house functions
    - As Treasurer house bills were decreased by 25% after contract negotiations took with business partners and budget parameters were distinguished and followed
    - As Vice President academics house wide was the primary focus and the house GPA raised from 3.2 to 3.6 with implementation of study halls
    - As House Manager all house maintenance and house jobs were accounted for, and vast improvements were made with other key leaders in the organization
- Philanthropic activities were always made a priority for each member of the house

The Paint Crew (Official Men's Basketball Student Section)

- Served on the Advisory and Executive boards to provide leadership across the campus's largest student body organization
- Handled all financial accountability as the Treasurer of the organization
- Developed relationships across the entire Purdue University Athletics department

- In conjunction with fellow Executive Board Members led members in philanthropic activities to help provide food to those in need in the community

Education

Bachelors of Science: Agricultural Economics, Agricultural Systems Management and Farm Management, 05/2018

Purdue University - West Lafayette, Indiana

- GPA: 3.98 - Dean's List Honoree: All 8 semesters enrolled

Mariposa County

Planning Department

STEVE ENGFER
Planning Director

5100 Bullion Street
PO Box 2039
Mariposa, CA 95338
209-966-5151 FAX 209-742-5024
www.mariposacounty.org
sengfer@mariposacounty.org

NOTICE OF 1 (One) VACANCY ON THE AGRICULTURAL ADVISORY COMMITTEE

1 (One) Vacancy currently exists on the Agricultural Advisory Committee for an At Large member position.

The purpose of this Commission is to:

- Advise and provide recommendations on agricultural issues associated with the General Plan and Zoning, including requests for General Plan and Zoning Ordinance or Map Amendments involving agricultural lands and issues,
- Review and provide recommendations on applications for Williamson Act (Land Conservation Act) Contracts (new, non-renewed or cancelled),
- Review and provide recommendations on policies for implementation of the Williamson Act (Land Conservation Act) in Mariposa County,
- Provide recommendation to the Board of Supervisors on matters of importance to the agricultural community and agricultural industry.

The Commission is an advisory group to the Mariposa County Board of Supervisors that meets as needed, quarterly on Thursday mornings.

Appointment terms are for two (2) years. The term for this vacancy will expire February 28, 2027.

The At Large member needs to have an agricultural background and be a permanent resident of Mariposa County.

Persons interested in serving on the Agricultural Advisory Committee (AAC) must submit an application to: **Danielle Bondshu, Clerk of the Board, PO Box 784 Mariposa, CA 95338. Applications may be obtained at the following locations: Planning Department Offices** Government Center 5100 Bullion Street; Mariposa, CA 95338 and online at: http://www.mariposacounty.org/DocumentCenter/View/39657

For more Information visit the County Website or contact the Mariposa County Planning Department Telephone: (209) 966-5151

Posted April 15, 2025
Leave Posted until positions filled

Posting Locations:

- Mariposa County Clerk's Office
- Mariposa County Courthouse
- Mariposa County Planning Department
- Mariposa County Library
- Yosemite Valley Post Office
- Midpines Post Office
- Catheys Valley Post Office
- Coulterville Post Office
- Yosemite West Community Board
- El Portal Post Office
- Bootjack Store
- Woodland Gas Food and Liquor
- Fish Camp Post Office
- Greeley Hill Community Club
- Wawona Post Office
- Hornitos Post Office
- Lake Don Pedro Market
- www.mariposacounty.org/planning

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: July 8, 2025

TO: The Board of Supervisors

FROM: Steve Engfer, Planning Director

RE: Appoint Joseph Liebman to the Wawona Town Planning Advisory Committee with an Existing Term that will Expire February 28, 2026; Re-Appoint Eugene Spindler and Charles (Chuck) Jones to the Wawona Town Planning Advisory Committee with Terms Expiring February 28, 2027; and Recognize the Service of Roger Soulanille to the Wawona Town Planning Advisory Committee

---

RECOMMENDATION AND JUSTIFICATION

Appoint Joseph Liebman to the Wawona Town Planning Advisory Committee with an Existing Term that will Expire February 28, 2026; Re-Appoint Eugene Spindler and Charles (Chuck) Jones to the Wawona Town Planning Advisory Committee with Terms Expiring February 28, 2027; and Recognize the Service of Roger Soulanille to the Wawona Town Planning Advisory Committee

Liebman has expressed interest in serving on this committee and has met the qualifications.

Spindler and Jones have expressed interest in continuing to serve on this committee.

Soulanille can no longer serve on this committee.

With this action, there will be one vacancy with an unexpired term. Appointments, term expiration and vacancies have been advertised according to the Maddy Act.

BACKGROUND AND HISTORY OF BOARD ACTIONS

It is customary for the Board of Supervisors to Re-appoint and Recognize the Service of committee members.

Spindler was appointed on April 23, 2002.
Jones was appointed on April 23, 2002.
Soulanille was appointed on February 18, 2003.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If members are not appointed or re-appointed, this would result in vacancies which could cause a lack of quorum for the committee.
If members are not recognized for their service, the Board of Supervisors would miss an opportunity to recognize the service of a committee member.

FINANCIAL IMPACT

None

ATTACHMENTS

1. **250516 Eugene Spindler Redact App**
2. **250516 Charles (Chuck) Jones Redact App**
3. **250621 Roger Soulanille - Email from Ed Mee**
4. **250624 Wawona vacancies 2**
5. **250527 J.Liebman Redact App**

VOTE RESULT

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

Request Type: Committee Application
Request ID Number: 1274
Date Submitted: 5/16/2025
Date Closed: (open)
Date Printed: 5/16/2025 12:28:10 PM

Request Location:

RECEIVED
MAY 16 2025
BOARD OF SUPERVISORS

Submitter Information:

Priority: Normal
Assigned To: Unassigned

Phone: (none specified)
Email:

Date/Person	Comments
5/16/2025 11:57:32 AM (anonymous)	Your Request ID Number is 1274.

Name of Board, Commission or Committee for which you are applying Wawona Town Planning Advisory Committee
First Name Eugene
Last Name Spindler
Supervisorial District in which you Reside 1
Length of your Residency in the county CA
Mailing Address
Email Address:
Preferred Contact Method Cell Phone
Are you Over 18 Years of Age Yes
Employment Status retired
Employer's Name
Employer's Address
Day Telephone Number
Cell Phone Number
Please explain why you wish to serve on this Board/Commission/Committee Long term ownership as vacation home. Heavy planning experirnce.
Please list prior/current appointments to other Boards/Commissions/Committees Wawona Town Planning Advisory Committee. Deputy Director Real Estate Services California State Department of General Services.
List any information regarding experience, training and/or education that you feel qualifies you for this position Deputy Director California Department of General Services. (4 years)
Do you, or any member of your immediate family, work for the County of Mariposa or hold a position that might conflict with your duties for this Board/Commission?
If Yes, please explain No
Please attach your Resume No file was uploaded
Please attach Supplemental questions, if any. No file was uploaded
Time(s) you have available to attend meetings (days, evening, etc.) Available when needed. Flexible
Do you have transportation? Yes

PLEASE NOTE that once submitted, this document becomes a public record and is subject to all forms of public inspection including, but not limited to, display on the internet, and all public records requests.

By checking the "I agree" box below, you agree and acknowledge that:
1) your application will not be signed in the sense of a traditional paper document,
2) by signing in the alternate manner below, you authorize your electronic signature to be valid and binding upon you to the same force and effect as a handwritten signature, and
3) you may still be required to provide a traditional signature at a later date.

(If you would prefer to fill out a paper form, please contact the Clerk of the Board's Office at (209) 966-3222.)
I agree

Request Type:	Committee Application	Request Location:	
Request ID Number:	1275		
Date Submitted:	5/16/2025		
Date Closed:	(open)		
Date Printed:	5/16/2025 3:21:24 PM		
		Submitter Information:	
Priority:	Normal		
Assigned To:	Unassigned		
		Phone: (none specified)	
		Email:	

Date/Person	Comments
5/16/2025 2:56:58 PM (anonymous)	Your Request ID Number is 1275.

Name of Board, Commission or Committee for which you are applying Wawona Town Planning Advisory Committee
First Name Charles
Last Name Jones
Supervisorial District in which you Reside 1
Length of your Residency in the county 30+ years
Mailing Address
Email Address:
Preferred Contact Method Cell Phone
Are you Over 18 Years of Age Yes
Employment Status Retired
Employer's Name
Employer's Address
Day Telephone Number
Cell Phone Number

RECEIVED
MAY 16 2025
BOARD OF SUPERVISORS

Please explain why you wish to serve on this Board/Commission/Committee I have been coming to Wawona regularly since 1970. On these visits, I walked to every residence and talked to every property owner as often as possible - looking for a cabin to buy and wanting to know every nook and cranny of Section 10. I have owned a cabin in Wawona and spent a preponderance of my time here as my primary residence since the mid 1990';s.
Please list prior/current appointments to other Boards/Commissions/Committees Since the 1990';s I have served on both WTPAC and the WAPPOA Board for well over a decade! I was involved in updates for the last two editions of the Wawona Town Plan. I also chaired the committee that updated WAPPOA bylaws circa 2015. So you can see I have a deep commitment to supporting private property in Wawona.
List any information regarding experience, training and/or education that you feel qualifies you for this position My college degree is in engineering. My belief is that I think logically, look at the "whole picture" and communicate effectively. Please note my long experience as a member of WTPAC and as a WAPPOA Director in the paragraph above.
Do you, or any member of your immediate family, work for the County of Mariposa or hold a position that might conflict with your duties for this Board/Commission? No
If Yes, please explain
Please attach your Resume No file was uploaded
Please attach Supplemental questions, if any. No file was uploaded

Time(s) you have available to attend meetings (days, evening, etc.) I am retired, so my schedule is up to me. Believe me, I have spent 100';s of hours over the last 20 years on WTPAC and WAPPOA business!
Do you have transportation? Yes

PLEASE NOTE that once submitted, this document becomes a public record and is subject to all forms of public inspection including, but not limited to, display on the internet, and all public records requests.

By checking the "I agree" box below, you agree and acknowledge that:
1) your application will not be signed in the sense of a traditional paper document,
2) by signing in the alternate manner below, you authorize your electronic signature to be valid and binding upon you to the same force and effect as a handwritten signature, and
3) you may still be required to provide a traditional signature at a later date.

(If you would prefer to fill out a paper form, please contact the Clerk of the Board's Office at (209) 966-3222.)
I agree

From: Edward Mee
Subject: Roger Soulanille's WTPAC Status
Date: June 21, 2025 at 12:08:46 PM PDT
To: Danielle Bondshu <dbondshu@mariposacounty.org>
Cc: Alton Brown Chuck Jones Gene Spindler >, Ken Kehrer < Rick Jacobson < Rosemarie Smallcombe < Tony Christianson

Hi Danielle,

I understand that your records reflect the Roger Soulanille is still considered on the WTPAC Committee. I have travelled to the LA area and have spoken with Roger in person. His in a care facility and he said he no longer has the mental capacity to use a cell phone or computer. He told me that he no longer is able to participate in WTPAC. He is totally dependent on care givers and family. He hopes to be able to have family bring him to Wawona this August.

Roger has been a respected and integral member of WTPAC for many years. His sage tutelage and sharp wit is greatly appreciated and will be missed by all the WTPAC members and County staff.

Ed Mee
Committee Chair

Mariposa County
Planning Department

Steve Engfer
Planning Director

5100 Bullion Street
PO Box 2039
Mariposa, CA 95338
209-966-5151 FAX 209-742-5024
www.mariposacounty.org
sengfer@mariposacounty.org

NOTICE OF VACANCIES ON THE

WAWONA TOWN PLANNING ADVISORY COMMITTEE

Two (2) vacancies currently exist on the Wawona Town Planning Advisory Committee. One vacancy is for an unexpired term, and one vacancy is for a term expiring the last day of February 2026.

The purpose of the committee is to address issues that are important to the area and recommend policies for the Community.

The Committee is an advisory group to the Mariposa County Planning Commission and the Board of Supervisors.

Appointment terms are for two years and expire on the last day of February.

Members must be employed, reside, or own property within the geographic boundaries of the Wawona Town Planning Area.

Persons interested in serving on the Wawona Town Planning Advisory (WTPAC) must submit an application to: **Danielle Bondshu, Clerk of the Board, PO Box 784, Mariposa, CA 95338. Applications mya be obtained at the following locations: Planning Department Offices Government Center 5100 Bullion Street**; Mariposa, CA 95338 and online at: http://www.mariposacounty.org/DocumentCenter/View/39657

For more information visit the County Website or contact the Mariposa County Planning Department Telephone: (209) 966-5151.

Posted June 24, 2025
Leave posted until the position is filled

Posting Locations:
Wawona Post Office
Mariposa County Planning Department
Mariposa County Clerk's Office
Mariposa County Library
Mariposa County Courthouse
www.mariposacounty.org/planning

Request Type:	Committee Application	Request Location:	
Request ID Number:	1276		
Date Submitted:	5/25/2025		
Date Closed:	(open)		
Date Printed:	5/27/2025 8:12:26 AM		
		Submitter Information:	

RECEIVED
MAY 27 2025
BOARD OF SUPERVISORS

Priority:	Normal	
Assigned To:	Unassigned	Phone: (none specified)
		Email:

Date/Person	Comments
5/25/2025 11:01:37 AM (anonymous)	Your Request ID Number is 1276.

Name of Board, Commission or Committee for which you are applying Wawona Town Planning Advisory Committee
First Name Joseph
Last Name Liebman
Supervisorial District in which you Reside 1
Length of your Residency in the county since 1990
Mailing Address
Email Address:
Preferred Contact Method Cell Phone
Are you Over 18 Years of Age Yes
Employment Status employed as a trial attorney since 1983; last 10 years representing wildfire victims
Employer's Name Law Offices of Joseph Liebman
Employer's Address
Day Telephone Number
Cell Phone Number
Please explain why you wish to serve on this Board/Commission/Committee To foster communication between the Park, County and the Wawona community. To offer ideas and insight to members of the Park, County and Wawona as it pertains to issues facing all three.
Please list prior/current appointments to other Boards/Commissions/Committees Hope School District School Board Santa Barbara
List any information regarding experience, training and/or education that you feel qualifies you for this position
Do you, or any member of your immediate family, work for the County of Mariposa or hold a position that might conflict with your duties for this Board/Commission? No
If Yes, please explain
Please attach your Resume No file was uploaded
Please attach Supplemental questions, if any. No file was uploaded
Time(s) you have available to attend meetings (days, evening, etc.) very flexible
Do you have transportation? Yes

PLEASE NOTE that once submitted, this document becomes a public record and is subject to all forms of public inspection including, but not limited to,

display on the internet, and all public records requests.

By checking the "I agree" box below, you agree and acknowledge that:
1) your application will not be signed in the sense of a traditional paper document,
2) by signing in the alternate manner below, you authorize your electronic signature to be valid and binding upon you to the same force and effect as a handwritten signature, and
3) you may still be required to provide a traditional signature at a later date.

(If you would prefer to fill out a paper form, please contact the Clerk of the Board's Office at (209) 966-3222.)
I agree

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: July 8, 2025

TO: The Board of Supervisors

FROM: Steve Engfer, Planning Director

RE: Accept Resignation and Recognize the Service of Moose Mutlow as a Public Member on the Local Agency Formation Commission (LAFCo)

RECOMMENDATION AND JUSTIFICATION

Accept Resignation and Recognize the Service of Moose Mutlow as a Public Member on the Local Agency Formation Commission (LAFCo).

Mutlow's term expired May 5, 2025, and he has provided a resignation letter stating he can no longer serve on this Commission due to additional responsibilities.

With this action, there will be two vacancies representing the Public Member category and one vacancy representing the Alternate Public Member category with unexpired terms ending May 7, 2029.

Appointments, term expiration and vacancies have been advertised according to the Maddy Act.

BACKGROUND AND HISTORY OF BOARD ACTIONS

It is customary for the Board of Supervisors to Recognize the Service of a commission member.

Mutlow was appointed on June 12, 2007, as a Public Member, but was originally appointed as the Alternate Public Member on February 5, 2005.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Miss an opportunity to recognize the service of a Commission member.

FINANCIAL IMPACT

None

ATTACHMENTS

1. **250619 Moose Mutlow Resignition Email**
2. **250624 Notice of Vacncy (3) - FINAL**

VOTE RESULT

RESULT: **Adopted (UNANIMOUS)**

MOVER: District II Supervisor Shannon Poe

SECONDER: District III Supervisor Danette Toso

AYES: District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District II Supervisor Poe, District IV Supervisor Kiser

From: moose mutlow
Sent: Thursday, June 19, 2025 10:16 AM
To: Deanna Stickles
Cc: Steve Engfer >; Jennifer Kiser; Miles Menetrey; Rosemarie Smallcombe; Danette Toso; Danielle Bondsh; Walter Wall; Joe Lynch

Subject: Re: Lafco Meeting Materials

Team Mariposa

I am writing to inform you of my resignation from the Lafco Board, effective immediately. Recent events have reduced my capacity to take on additional responsibilities and I will be unable to give the Lafco any attention.

sincerely

Moose Mutlow

NOTICE OF VACANCY on
Local Agency Formation Commission (LAFCo)

Please be advised that the following vacancies exist on Mariposa LAFCo, representing the following positions:

- Two (2) positions representing Public Member to fill unexpired terms ending May 7, 2029
- One (1) position representing Alternate Public Member

TERM:
The term of office for each commissioner is (4) four years.

THE POWERS, DUTIES, AND RESPONSIBILITES OF THE COMMISSION:
LAFCos are responsible for coordinating logical and timely changes in local governmental boundaries, conducting special studies that review ways to reorganize, simplify, and streamline governmental structure and preparing a sphere of influence for each city and special district within the county. While Mariposa County has no cities, our special districts include utility districts, maintenance districts, lighting districts, and service areas. Applications seen by LAFCo could include adding/expanding the territory of an already established district, or any other proposal changing the boundaries.

The Commission's efforts are directed toward seeing that services are provided efficiently and economically while agricultural and open-space lands are protected. To better inform itself and the community as it seeks to exercise its charge, each LAFCo must conduct service reviews to evaluate the provision of municipal services within the county or special districts.

TO APPLY:
Individuals interested in serving on LAFCo must submit an application to: Danielle Bondshu, Clerk of the Board, PO Box 784 Mariposa, CA 95338. Applications may be obtained at the following locations: Planning Department Offices Government Center 5100 Bullion Street; Mariposa, CA 95338 and online at: http://www.mariposacounty.org/DocumentCenter/View/39657

For more Information visit the County Website or contact the Mariposa County Planning Department Telephone: (209) 966-5151

NOTE: 1. Economic Interest Statement required
2. Oath of Office required

Posted: June 24, 2025
Posting Locations: Mariposa County Planning Dept., Mariposa County Clerk, www.Mariposacounty.org/planning

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-285

MEETING:	July 8, 2025
TO:	The Board of Supervisors
FROM:	Steve Engfer, Planning Director
RE:	Approve Second Amendment with WRT, Inc Adjusting the Cost Proposal, for Design Services; and Authorize the Board of Supervisors Chair to Sign the Amendment

---

RECOMMENDATION AND JUSTIFICATION

Approve Second Amendment with WRT, Inc Adjusting the Cost Proposal, for Design Services; and Authorize the Board of Supervisors Chair to Sign the Amendment.

The proposed changed to Exhibit B account for the extra expenses needed to complete the Existing Conditions Analysis and the money saved during Design/Construction Documentation.

BACKGROUND AND HISTORY OF BOARD ACTIONS

June 6th, 2023 Res 2023-303: Approve the First Amendment with WRT, Inc. Increasing the Amount by $40,000, for a New Amount Not to Exceed $472,000, for Design and Permitting for the Mariposa Creek Parkway Phase III Hillside Recreation and Resiliency Project; and Authorize the Board of Supervisors Chair to Sign the Amendment

April 11th 2023 Res 2023-201: Board approved an agreement with WRT, Inc to conduct the Mariposa Creek Parkway Phase III Hillside Recreation and Resiliency Project Design and Permitting

Res 2022-419: Board adopted a resolution approving the submittal of an application for a Sierra Nevada Conservancy Vibrant Recreation and Tourism Grant for the Mariposa Creek Parkway Phase III Recreation and Resiliency Enhancements

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Negative action would result in deliverables not being met.

FINANCIAL IMPACT

If approved, this amendment will not impact the County's general fund, and there is no budget action required because all funds are accounted for in Fund 3498

ATTACHMENTS

1. **Original Agreement**
2. **First Amendment**
3. **Second Amendment**

VOTE RESULT

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

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MARIPOSA COUNTY

Planning · 209-966-5151

RESOLUTION - ACTION REQUESTED 2023-201

MEETING: April 11, 2023

TO: The Board of Supervisors

FROM: Steve Engfer, Planner

RE: Mariposa Creek Parkway Phase III Hillside Trails Consultant Contract

---

RECOMMENDATION AND JUSTIFICATION:
Approve an Agreement with WRT to Conduct the Mariposa Creek Parkway Phase III Hillside Recreation and Resiliency Project Design and Permitting; Authorize the Board of Supervisors Chair to Sign the Agreement; and Approve Budget Action Receiving Unanticipated Revenue from Grant Award ($496,800).

In July 2022, the Board authorized application for a grant from the Sierra Nevada Conservancy's Vibrant Recreation and Tourism grant program that would support the planning, preliminary design, and permitting work necessary to install a trail or trails that connect the Phase III segment of the Mariposa Creek Parkway to Highway 140/Martin Road. The amount of the grant was approximately $496,800, with no required match.

This project has been identified in the Mariposa Creek Parkway Master Plan and the Recreation and Resiliency Plan as an ideal opportunity to coordinate new recreational trails and connections with projects that contribute to ecological stability and community resiliency. The premise of the project is that trail(s) that connect to the Parkway can expand recreational experiences in the Town of Mariposa (for visitors and residents), while supporting vegetation management, erosion reduction, and wildfire risk reduction objectives. If funded, this project will only impact publicly owned property in the area, and not the privately owned parcels.

In 2020, this property was acquired by the County through a grant in partnership with the Sierra Foothills Conservancy with the aspiration that this project be advanced within it. In 2021, the County received funding from the Caltrans Active Transportation Program (ATP; $4.4M) and the Wildlife Conservation Board Riparian Restoration grant program (WCB; $415K), and the US Economic Development Agency (EDA; $671K) to advance elements of the master plan's vision for this site. Receiving funding from the SNC grant at this time would both leverage those existing investments, and provide for cost savings and efficiencies with the current and ongoing work on the site.

The grant application was successful, and the County plans to use the funding from that grant, through a sole source procurement process, to hire a consultant team led by WRT, who directed the development of the Mariposa Creek Parkway Master Plan, is currently leading the design and planning of the Phase III trailhead (EDA project), and

DS SE

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is a central subconsultant for the Mariposa Creek Parkway Phase III construction project (ATP project) and the Mariposa Creek Parkway Phase III riparian restoration project (WCB project).

The rationale for this decision involved several considerations. First, WRT is deeply enmeshed in this project. In addition to serving as the prime consultant for the development of the Mariposa Creek Parkway Master Plan, where this project was first identified and developed, they are currently leading the design and planning of the EDA project, and is central subconsultant for the ATP and WCB projects. Additionally, WRT's proposed subconsultants for this project include the Sierra Foothills Conservancy and Provost and Pritchard, each of whom have been and currently are either subconsultants or prime consultants for each of these other ongoing Phase III implementation efforts. Importantly, the County's proposal for the grant that is funding this effort leverages an existing SFC grant (Sierra Nevada Conservancy Regional Forest and Fire Capacity Program Grant).

There are deep synergies and overlaps between the scopes of work for these many projects, both resulting in efficiencies that help ensure an effective project, and guarantee that any other contractor would no doubt have to coordinate with WRT, SFC, and Provost and Pritchard on nearly all aspects of the project scope. This means that WRT, SFC, and Provost and Pritchard are each already in a central, leadership role for the project, which justifies the sole source method of procurement.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
RES-2022-419: Adopt a Resolution Approving the Submittal of an Application for a Sierra Nevada Conservancy (SNC) Vibrant Recreation and Tourism Grant for the Mariposa Creek Parkway Phase III Recreation and Resiliency Enhancements; Authorize the Board of Supervisors Chair to Sign a Letter of Support; and Authorize the Planning Director to Sign Future Grant-Related Documents, If Awarded (Subject to Approval as to Legal Form by County Counsel).

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Negative action would result in the Planning Department having to seek and contract with another, likely less qualified team to implement this project.

FINANCIAL IMPACT:
There will be no impact to the General Fund, as the project is grant funded and matching funds will be staff time and other already-secured grant funding. Fund is set up with revenue of $496,800. See attached Budget Action Form.

ATTACHMENTS:
Professional Services Agreement (DOCX)
Hillside Trails Map(PDF)
MPSA CREEK PKWAY PIII BAF (PDF)
230404 Contracting Memo (DOCX)

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

AGREEMENT FOR HILLSIDE TRAIL PLANNING AND PERMITTING SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this 11th day of April 2023, by and between the County of Mariposa, a political subdivision of the State of California, ("County"), and WRT, Inc. ("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 the date first hereinabove written and shall continue until all authorized work is approved by County or April 11, 2026, whichever is earlier.

2. SERVICES

Contractor shall perform community planning and design 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 $432,000.00. Contractor's hourly rates are listed in Exhibit B, "Cost Proposal." County shall pay Contractor within thirty (30) days of receipt of an approved invoice. In the event payments equal the "not to exceed" amount, Contractor shall complete all services required under this Agreement without further compensation or cost reimbursement.

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. Limit requirements can be satisfied with a combination of primary and excess policies.

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(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

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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, except for Professional Liability (Section 4.A.(4)) and Subcontractors will secure no less than $1,000,000 per claim or occurrence, $1,000,000 aggregate. 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, and indemnify County, its officers, employees, agents, and volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees, to the extent caused by the negligent acts or omissions or intentional acts 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. Contractor has no obligation to pay for any defense costs prior to a determination of liability.

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

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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:
Jim Stickley

COUNTY:
Mikey Goralnik

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WRT, Inc.
478 Tehama Street, Suite 2B
San Francisco, CA 94103

County of Mariposa
PO Box 2039
Mariposa, CA 95338

12. STANDARD OF CARE

Contractor shall provide all services consistent with the skill and care ordinarily provided by other members of the same profession in the same or similar locality under the same or similar circumstances. Any representation by Contractor, or statement of duty or commitment with respect to the Contractor's performance of services that may be construed as a warranty or guaranty, is not a warranty or guaranty, but is an obligation of the Contractor to comply with the Standard of Care in order to endeavor to satisfy the representation, or statement of duty or commitment.

13. 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.

14. 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

15. 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.

16. ENFORCEABILITY AND SEVERABILITY

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

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17. 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.

D. If County terminates this Agreement for default or material breach, then Contractor shall be liable for any reasonable costs in excess of the Agreement amount incurred by County in order to complete Exhibit A, "Scope of Work." In addition, Contractor understands and agrees that County may, in County's sole discretion, refuse to pay Contractor for that portion of Contractor's services which were performed by Contractor prior to the termination date and which remain unacceptable to County as of the termination date.

18. 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.

19. 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.

20. 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.

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21. 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.

22. MANDATORY AND PERMISSIVE

“Shall” is mandatory. “May” is permissive.

23. 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.

24. 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.

25. 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.

26. CONTROLLING LAW

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

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27. 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.

28. 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.

29. 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.

30. 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 the Standard of Care in Section 12 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.

31. 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

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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

DocuSigned by:
Miles S Menetrey
B43EC70C19BE446...

Miles Menetrey, Chair
Mariposa County Board of Supervisors
Commission

CONTRACTOR

DocuSigned by:
James K Stickley
6718FAE6B9AF422...

Jim Stickley, Principal,
WRT, Inc.

COUNTERSIGNED:
(Government Code §25103)

Danielle Bondshu
Clerk of the Board

DocuSigned by:
Danielle Bondshu
7CA008A502E44EB...

APPROVED AS TO FORM:

Steven W. Dahlem
County Counsel

DocuSigned by:
Steve Dahlem
F6A416F06B394BF...

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Exhibit A
SCOPE OF WORK

Project Intent

The project will connect the existing and in-progress trail and open space network with the adjacent Mariposa County Park and ridgeline above town. This will close the gap in the community's recreation profile while contributing to local wildfire risk reduction priorities. A critical priority in the Mariposa Creek Parkway Master Plan is to establish connections between Mariposa and popular recreation areas by linking the Creek Parkway to existing and future trails such as the Merced River Trail (in BLM and USFS jurisdiction) and the Bear Creek Trail (adjacent to USFS jurisdiction). These and other trails- including those in the proposed project- would contribute to a regional network of recreational trails that provide access into Yosemite National Park from downtown Mariposa.

The completion of this project will allow the County of Mariposa to continue its efforts towards integrating the Mariposa Creek Parkway into the larger regional and national recreational trail network. The project will both catalyze recreational connections to neighboring federal public lands, and further establish a standalone recreation amenity in the town of Mariposa, with benefits for both the local economy and the resiliency of the local landscape.

Project Outcomes

The project will result in the essential planning and design documents necessary to implement the construction of a ridgeline trail and trailhead facility. The work plan applies services from multidisciplinary consultants, including landscape architects, civil engineers, environmental planners, and others as needed to develop a site-specific trail and trailhead facility design. Trail and facility design will be informed by a qualified surveyor, civil engineer, and soil engineer if needed. CEQA compliance will be completed for the future recreation enhancement construction and will include archeological and biological surveys.

The proposed activities will build upon the extensive planning already completed for the Parkway corridor, build on current momentum on Parkway recreation and environmental enhancements, and leverage SNC funding from the RFFCP grant program to achieve discrete and varied benefits to Mariposa's outdoor recreation economy and landscape. The project will result in a specific on-the-ground project that will be immediately ready for implementation, which will aid in securing future funding for construction.

Project work will consist of 7 discrete tasks:

Task 1: Existing Conditions Analysis

This task includes:

- a site survey, including high-resolution drone imagery
- completion of a planning context and supporting documentation review document, to cover:
    - Previous and ongoing Mariposa Creek Parkway planning and design initiatives
    - The Mariposa County Recreation and Resiliency Plan

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- Prevailing county planning milestones, such as the Mariposa County General Plan, Mariposa Town Plan, Mariposa County Economic Vitality Strategy, and other documents as needed
- Completion of an opportunities and constraints document, which will assess opportunities and considerations for achieving the project's green infrastructure, resiliency, and nature-based solutions objectives, in an effort to drive an underlying "Recreation +" design concept, where trails and amenities align with wildfire risk reduction strategies and provide ecological benefits
- Team site visits as needed

Timeline
Site Survey: completed 6/15/2023
Planning Context review: 9/15/2023
Opportunities and Constraints Analysis: completed 12/15/2023

Task 2: Community Engagement
This task includes:

- an on-site community visioning workshop during the conceptual design period;
- an online survey or similar engagement program to solicit additional input from the community on topics such as trails, signage/interpretation, and/or ecological performance;
- key stakeholder focus group meetings
- tribal outreach and collaboration in coordination with the Sierra Foothills Conservancy's RRFCP-funded work with the Southern Sierra Miwuk Nation

Timeline
In-Person: completed 3/31/2024 (to enable sharing of Concept Plan)
Online: completed 12/31/2024
Tribal participation: completed 4/4/2026

Task 3: Conceptual Design
This task builds off the Existing Conditions Analysis, and continues exploring and diagramming the site with an eye toward trail alignment and feasibility, understanding vegetative management strategies, wildfire risk reduction, preliminary programming at the trailhead, and connectivity into the Mariposa Creek Parkway, to propose an initial concept for project considerations such as:

- trail alignment (ground truthing and feasibility)
- trailhead facility programming and spatial arrangements (bubble diagram)
- understanding necessary infrastructural improvements that will be required
- vegetation management areas and revegetation objectives

Anticipated deliverables include GIS analysis/mapping and documented field work to explore and confirm site conditions and conceptual design pragmatism, grading feasibility studies, and concept-level graphics such in multiple perspectives to communicate conceptual design intent, and an illustrative site plan.

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Additionally, work in this task will involve synthesizing the outcomes of engagement activities, existing conditions analysis and Conceptual Design. The schematic design phase of the project will begin with the approved concept from earlier in the task and refine the design as it relates to the forms, materials, planting character, furnishings and site elements design, lighting considerations, grading, trail cross-sections, and architectural trailhead pavilion concepts. The team will prepare a Schematic Design Narrative that conveys the design. This narrative will be referenced as supporting documentation and rationale for permitting and Design Development documents, providing an agreed-upon record of design intent.

Timeline
Conceptual Design package: completed 3/31/2024
Schematic Design 30% package: completed 9/30/2024

Task 4: Permitting & Compliance
This task includes:

- CEQA approvals and filing
- biological, archeological, and cultural surveys and other required specialist reports
- Other required permits from relevant agencies as determined

Timeline
Completed permitting and compliance, including CEQA review: completed 3/31/2025

Task 5: Design Development
This includes detailed trail and trailhead design, native planting restoration design, design for amenities and furnishings, advanced grading design, and a design development-level construction cost estimate.

Anticipated deliverables include 60% sheet set, with sheets including but not limited to:

- Grading
- Materials
- Planting
- Tree removal/vegetation management
- Civil engineering
- Architecture
- Relevant standard details
- Outline technical specifications

Timeline
Completed 65% design package: completed 6/1/2025

Task 6: Additional Studies and Supplemental Reports
This task includes:

- Production of a signage and wayfinding plan, including location maps, description of signage types and content, summary of signage construction methods, and cost estimate

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- Completion of a trail maintenance, monitoring, and management plan, to include considerations and methods for maintaining both the trail and the project's landscape restoration components
- Preparation of a Resiliency and Green Infrastructure report, which summarizes the project's resiliency benefits in terms of wildfire risk reduction, habitat enhancement, erosion control, and other benefits

Timeline
Signage and Wayfinding Concept: completed 9/30/2025
Trail Maintenance, Monitoring, and Engagement Plan: completed 9/30/2025
Resiliency and Green Infrastructure report: completed 9/30/2025

Task 7: Construction Documentation
This task includes the project's design documentation, finalizing design documentation and specifications, preparing bid documents, and securing local approval for the completed design (adoption by the Mariposa County Board of Supervisors).

Timeline
100% Construction and Bid Documents: completed 12/31/2025
Local Approvals: completed 4/4/2026

Additionally, the consultant team will support county staff with the preparation of required six-month grant progress reports and the final project report with performance measures reporting.

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Exhibit B
COST PROPOSAL

	Task		Total SNC Costs
1	**Existing Conditions Analysis**	$	35,000
	Line Item Costs:		
1a	Site Survey (inc. drone imagery)	$	15,000
1b	Planning Context / Supporting Documentation Review	$	10,000
1c	Team Site Visit	$	5,000
1d	Opportunities & Constraints Analysis	$	5,000
2	**Community Engagement**	$	40,000
	Line Item Costs:		
2a	On-site community visioning workshop	$	15,000
2b	Online survey	$	5,000
2c	Key stakeholder focus group meetings	$	10,000
2d	Tribal outreach and coordination	$	10,000
3	**Conceptual Design (30%)**	$	70,000
	Line Item Costs:		
3a	Synthesize engagement and existing conditions analysis	$	5,000
3b	GIS Analysis	$	5,000
3c	Field Work	$	5,000
3d	Grading feasibility studies	$	10,000
3e	Trail alignment planning	$	10,000
3f	Trailhead facility concept	$	20,000
3g	Conceptual plan graphics	$	15,000
4	**Permitting & Compliance**	$	65,000
	Line Item Costs:		
4a	CEQA approvals and filing	$	35,000
4b	Biological, archeological, and cultural surveys and specialist reports	$	30,000
5	**Design Development (65%)**	$	105,000
	Line Item Costs:		
5a	Trail design (cross section, width, material, identity elements)	$	15,000
5b	Trailhead facility design development	$	25,000
5c	Native Planting Restoration Design	$	15,000
5d	Design for associated features/amenities/furnishings	$	15,000
5e	Planning for connections to adjacent resources/parcels	$	10,000
5f	Advanced grading design	$	15,000
5g	Project Cost Estimate (2 iterations)	$	10,000
6	**Additional Studies & Supplemental Reports**	$	22,000
	Line Item Costs:		
6a	Signage and Wayfinding Concept	$	10,000
6b	Trail maintenance, monitoring, and management plan	$	12,000
7	**Construction Documentation**	$	95,000
	Line Item Costs:		
7a	Finalize design documentation	$	65,000
7b	Town/County approvals and permitting	$	15,000
7c	Preparation of bid documents	$	15,000
	TOTAL DIRECT COSTS	$	432,000

DocuSign

Certificate Of Completion

Envelope Id: 32397408D56E459CABA97A2EA4B0DEBA
Status: Completed
Subject: Complete with DocuSign: 23-201 Professional Services Agreement 3-29-23.pdf
Source Envelope:
Document Pages: 17
Signatures: 4
Certificate Pages: 5
Initials: 1
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:
Mariposa Clerk of the Board
5100 Bullion St FL 2
Mariposa, CA 95338
Clerk-bos@mariposacounty.org
IP Address: 64.118.100.36

Record Tracking

Status: Original
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Signer Events	Signature	Timestamp
Steve Dahlem sdahlem@mariposacounty.org Security Level: Email, Account Authentication (None)	DocuSigned by: Steve Dahlem F6A416F06B394BF... Signature Adoption: Pre-selected Style Using IP Address: 64.118.100.36	Sent: 4/11/2023 12:45:42 PM Viewed: 4/11/2023 1:19:51 PM Signed: 4/11/2023 1:20:01 PM
Electronic Record and Signature Disclosure: Accepted: 12/28/2022 3:42:40 PM ID: 168bcdc6-bde7-4f01-885a-c1872fec5bc7		
Miles S Menetrey mmenetrey@mariposacounty.org Mariposa County Board Chair County of Mariposa Security Level: Email, Account Authentication (None)	DocuSigned by: Miles S Menetrey B43EC70C19BE446... Signature Adoption: Pre-selected Style Using IP Address: 174.193.52.240 Signed using mobile	Sent: 4/11/2023 1:20:03 PM Viewed: 4/11/2023 3:00:14 PM Signed: 4/11/2023 3:00:36 PM
Electronic Record and Signature Disclosure: Accepted: 2/16/2023 5:48:07 PM ID: 190c885b-38bf-47d2-91f4-909adbc5aa30		
Danielle Bondshu dbondshu@mariposacounty.org Security Level: Email, Account Authentication (None)	DocuSigned by: Danielle Bondshu 7CA008A502E44EB... Signature Adoption: Pre-selected Style Using IP Address: 64.118.100.36	Sent: 4/11/2023 3:00:38 PM Resent: 4/12/2023 12:03:59 PM Viewed: 4/13/2023 12:08:29 PM Signed: 4/13/2023 12:08:34 PM
Electronic Record and Signature Disclosure: Accepted: 1/4/2023 2:37:06 PM ID: 5252ab10-8bee-4985-bdc8-3daabc1d1971		
James K Stickley jstickley@wrtdesign.com Vice President & Assistant Secretary Security Level: Email, Account Authentication (None)	DocuSigned by: James K Stickley 6718FAE6B9AF422... Signature Adoption: Pre-selected Style Using IP Address: 89.102.212.69	Sent: 4/13/2023 12:08:36 PM Resent: 4/20/2023 7:23:03 AM Viewed: 4/24/2023 9:52:33 AM Signed: 4/24/2023 9:53:14 AM
Electronic Record and Signature Disclosure:		

Signer Events	Signature	Timestamp
Accepted: 4/24/2023 9:52:33 AM ID: 9ff60429-6de6-4383-b1fc-9d4587df26d9		
Steve Engfer sengfer@mariposacounty.org Security Level: Email, Account Authentication (None)	DS  Signature Adoption: Pre-selected Style Using IP Address: 64.118.100.36	Sent: 4/24/2023 9:53:17 AM Viewed: 4/24/2023 9:58:43 AM Signed: 4/24/2023 9:59:13 AM

Electronic Record and Signature Disclosure:
Accepted: 1/6/2023 9:58:59 AM
ID: b36e3091-1450-41b9-b2c9-9f8b2145691e

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
Envelope Sent	Hashed/Encrypted	4/11/2023 12:45:42 PM
Certified Delivered	Security Checked	4/24/2023 9:58:43 AM
Signing Complete	Security Checked	4/24/2023 9:59:13 AM
Completed	Security Checked	4/24/2023 9:59:13 AM

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.

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MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-303

MEETING: June 6, 2023

TO: The Board of Supervisors

FROM: Steve Engfer, Planning Director

RE: Approve the First Amendment with WRT, Inc. Increasing the Amount by $40,000, for a New Amount Not to Exceed $472,000, for Design and Permitting for the Mariposa Creek Parkway Phase III Hillside Recreation and Resiliency Project; and Authorize the Board of Supervisors Chair to Sign the Amendment

---

RECOMMENDATION AND JUSTIFICATION

Approve the First Amendment with WRT, Inc. Increasing the Amount by $40,000, for a New Amount Not to Exceed $472,000, for Design and Permitting for the Mariposa Creek Parkway Phase III Hillside Recreation and Resiliency Project; and Authorize the Board of Supervisors Chair to Sign the Amendment.

BACKGROUND AND HISTORY OF BOARD ACTIONS

Res 2023-201: Board approved an agreement with WRT, Inc to conduct the Mariposa Creek Parkway Phase III Hillside Recreation and Resiliency Project Design and Permitting

Res 2022-419: Board adopted a resolution approving the submittal of an application for a Sierra Nevada Conservancy Vibrant Recreation and Tourism Grant for the Mariposa Creek Parkway Phase III Recreation and Resiliency Enhancements

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Negative action will result in less funding for the contractor, leading to lower quality outputs for the project.

FINANCIAL IMPACT

If approved, this amendment will not impact the County's general fund.

ATTACHMENTS

1. **Board Resolution and Agreement**
2. **Amendment**
3. **Budget Action Form**

VOTE RESULT

RESULT: **Adopted (UNANIMOUS)**
MOVER: District I Supervisor Rosemarie Smallcombe
SECONDER: District V Supervisor Wayne Forsythe

DocuSigned by:
Steve Engfer
354B21E3CB0442E...

DocuSign Envelope ID: D56412F0-AF08-44C7-877A-9F4F004BF119

AYES: District IV Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District V Supervisor Forsythe, District II Supervisor Poe

DocuSign Envelope ID: D56412F0-AF08-44C7-877A-9F4F004BF119

FIRST AMENDMENT TO AGREEMENT FOR DESIGN AND PERMITTING FOR THE MARIPOSA CREEK PARKWAY PHASE III HILLSIDE RECREATION AND RESILIENCY PROJECT

THIS FIRST AMENDMENT TO AGREEMENT FOR DESIGN AND PERMITTING FOR THE MARIPOSA CREEK PARKWAY PHASE III HILLSIDE RECREATION AND RESILIENCY PROJECT, is made and entered into this 6th day of June 2023 by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "County," and WRT, Inc., hereinafter referred to as "Contractor."

WHEREAS, County and Contractor have heretofore entered into an Agreement dated April 11th, 2023, wherein Contractor agreed to provide Mariposa Creek Parkway Phase III Hillside Recreation and Resiliency Project design and permitting 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:

Paragraph 3, "COMPENSATION," is hereby amended to provide that an additional $40,000 will be added to the original amount of $432,000, making the total compensation paid to Contractor the not to exceed amount of $472,000.
Except as herein amended, the Agreement dated April 11th, 2023 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:
James J Stickley
6718FAE6B9AF422...

Jim Stickley, Principal
WRT, Inc.

COUNTERSIGNED:
(Government Code §25103)

DocuSigned by:
Danielle Bondshu
7CA008A502E44EB...

Danielle Bondshu
Clerk of the Board

APPROVED AS TO FORM:

DocuSigned by:
Steve Dahlem
F6A416F06B394BF...

Steven W. Dahlem
County Counsel

Last Revised: 1/17/2023

SECOND AMENDMENT TO AGREEMENT FOR DESIGN AND PERMITTING FOR THE MARIPOSA CREEK PARKWAY PHASE III HILLSIDE RECREATION AND RESILIENCY PROJECT

THIS SECOND AMENDMENT TO AGREEMENT FOR DESIGN AND PERMITTING FOR THE MARIPOSA CREEK PARKWAY PHASE III HILLSIDE RECREATION AND RESILIENCY PROJECT, is made and entered into this 8th day of July 2025 by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "County," and WRT, Inc. , hereinafter referred to as "Contractor."

WHEREAS, County and Contractor have heretofore entered into an Agreement dated the 11th day of April 2023, wherein Contractor agreed to provide Mariposa Creek Parkway Phase III Hillside Recreation and Resiliency Project design and permitting services; and

WHEREAS, County and Contractor have heretofore entered into a First Amendment to the Agreement dated 6th day of June 2023, wherein compensation to be provided to Contractor for design services was increased to $472,000;

WHEREAS, County and Contractor desire to amend said Agreement to change cost proposal;

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

1. Exhibit B, "COST PROPOSAL," is hereby changed to reflect the Exhibit B attached to this second amendment.

Except as herein amended, the Agreement dated April 11th, 2023 shall remain in full force and effect.

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

COUNTY OF MARIPOSA	CONTRACTOR
_____	_____
Rosemarie Smallcombe, Chair Board of Supervisors	John Gibbs, Principal WRT, Inc.
COUNTERSIGNED: *(Government Code §25103)*	APPROVED AS TO FORM:
_____	_____
Danielle Bondshu Clerk of the Board	Walter Wall County Counsel

Exhibit B. Cost Proposal

Task	Fee
Existing Conditions Analysis	73,381.14
Community Engagement	30,000.00
Tribal Participation	10,000.00
Design/Construction Documentation	261,618.86
CEQA & Permitting	97,000.00
Total	472,000.00

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-286

MEETING: July 8, 2025

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works and Transportation

RE: Adopt a Resolution Verifying County-Maintained Road Mileage

---

RECOMMENDATION AND JUSTIFICATION

Adopt a Resolution Verifying County-Maintained Road Mileage.

Section 2121 of the Streets and Highways Code requires each county to submit to the Department of Transportation any additions to or exclusions from its mileage of county-maintained roads each year. Mariposa County reported 560.502 miles to the State in April 2024.

The total mileage to report to the State as of July 8, 2025, is 560.502 miles.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board adopts a resolution verifying the County-Maintained road mileage annually.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Failure to submit the County-Maintained mileage report is a violation of the statute.

FINANCIAL IMPACT

None

ATTACHMENTS

1. **County-Maintained Mileage 2025**

VOTE RESULT

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

MARIPOSA COUNTY RESOLUTION NUMBER 25-_____

A Resolution Verifying the County-Maintained Road Mileage

WHEREAS, Section 2121 of the Streets and Highways Code provides that in April of each year, each County shall submit to the Department of Transportation and any additions or exclusions from its mileage of each route added or excluded; and

WHEREAS, The Department of Transportation will certify to the State Controller on July 8, 2025, that the total mileage of maintained county roads in Mariposa County is 560.502; and

WHEREAS, the County finds that the total mileage of maintained County roads remains 560.502 miles;

NOW, THEREFORE BE IT RESOLVED, the Mariposa County Board of Supervisors reports that the total mileage of maintained county roads certified July 8, 2025, remains at 560.502 miles.

PASSED AND ADOPTED by the Board of Supervisors of Mariposa County on this 8th day of July 2025, by the following vote:

AYES:
NOES:
EXCUSED:
ABSTAIN:

_____
Rosemarie Smallcombe, Chair
Board of Supervisors

ATTEST:

_____
Danielle Bondshu
Clerk of the Board

APPROVED AS TO FORM:

_____
Walter W. Wall
County Counsel

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-287

MEETING: July 8, 2025

TO: The Board of Supervisors

FROM: Jeremy Briese, Sheriff

RE: Approve an Agreement with Trinity Services Group in the Amount of $255,179.46 for Dietary Services at the Mariposa County Jail; and Authorize the Board of Supervisors Chair to Sign the Agreement

---

RECOMMENDATION AND JUSTIFICATION

Approve an Agreement with Trinity Services Group in the Amount of $255,179.46 for Dietary Services at the Mariposa County Jail; and Authorize the Board of Supervisors Chair to Sign the Agreement.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board adopted Resolution 14-123 on March 18, 2014, approving the original agreement with Trinity Services Group to provide dietary services for the Adult Detention Facility.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If the agreement is not approved, the Mariposa County Adult Detentional Facility Division would need to seek an agreement with an alternate service provider for incarcerated persons meals.

FINANCIAL IMPACT

None, this has been included in the FY26 budget.

ATTACHMENTS

1. **Trinity Agreement 25-26**

VOTE RESULT

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

FOOD SERVICES AGREEMENT

THIS AGREEMENT is made by and between County of Mariposa, a political subdivision of the State of California (“Client”), and Trinity Services Group, Inc., a Florida corporation with principal offices located at 477 Commerce Boulevard, Oldsmar, FL 34677-3018 ("Trinity").

WITNESSETH:

WHEREAS, Client requires inmate food services at the Mariposa County Jail; and

WHEREAS, Trinity is in the business of providing food services for correction institutions and is ready, willing and able to provide the necessary inmate food services.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties hereto, intending to be legally bound hereby, agree as follows:

SECTION 1. COMMENCEMENT AND TERMINATION

1.1. Unless sooner terminated as provided herein, the term of this Agreement shall be for one year beginning on July 1, 2025, through June 30, 2026.

1.2. The Agreement will renew for three (3) additional one-year terms unless either party provides thirty (30) days’ written notice of termination prior to the end of the then current term.

1.3 Trinity shall have the option, in its sole discretion, to terminate this Agreement, at any time during the term hereof, for convenience and without cause. Trinity may exercise this option by giving Client sixty (60) days written notice of termination. The notice shall specify the date on which termination shall be effective. In the event Trinity elects to terminate the Agreement without cause, it shall continue to provide services if requested in writing by the Client for up to an additional ninety (90) days.

1.4 If either party shall refuse, fail, or be unable to perform or observe any of the terms or conditions of this Agreement for any reason other than Excused Performance reasons stated in Section 8 herein, the party claiming such failure shall give the other party a written notice of such breach. If, within sixty (60) days from such notice the failure has not been corrected, the injured party may cancel the Agreement effective thirty (30) days after the end of said sixty (60) day period.

1.5. Upon the termination or expiration of this Agreement, Trinity shall, as soon thereafter as is feasible, vacate all parts of the Premises occupied by Trinity, and where applicable, remove its property and equipment and return the Premises to Client, together with all the equipment furnished by the Client pursuant to this Agreement, in the same condition as when originally made available to Trinity, excepting reasonable wear and tear and fire and other casualty loss.

1.6 Upon the execution of this Agreement, the Agreement for Inmate Food Services entered into by the Client and Trinity in June 2025 is hereby fully rescinded, meaning all parties are released from any further obligations or liabilities arising from its terms.

SECTION 2. CLIENT’S GRANT TO TRINITY

Client grants to Trinity, as an independent contractor, the exclusive right to operate inmate food services at Client's designated location (such location hereinafter referred to as the "Premises"), and the exclusive right to serve to inmates, staff, and other persons at such Premises food products, non-alcoholic beverages, and other such articles ("Products") as shall be approved by the Client (such food service hereinafter referred to as "Services").

SECTION 3. TRINITY'S RESPONSIBILITIES

3.1. Pursuant to the terms of this Agreement, Trinity will operate and manage its Services hereunder at the Premises and keep its Services adequately serviced and supplied with appropriate merchandise and food products of good quality at prices as agreed upon by the parties.

3.2. Trinity agrees: (i) to comply with Prison Rape Elimination Act standards; (ii) to comply with all Federal, state, and local laws and regulations governing the preparation, handling, and serving of foods; (iii) to procure, post as required by law and keep in effect all necessary licenses, permits, and food handler's cards required by law; and (iv) meet all guidelines as prescribed by the American Correctional Association regarding food service. Trinity agrees to pay all Federal, state, and local taxes assessed in connection with the operation of its Services at the Premises. All costs in connection with such taxes (excluding Client's real estate and personal property taxes) referred to herein, licenses, permits, and food handler's cards, shall be a cost of business and will be charged to the operation of the business and borne solely by Trinity. Except in circumstances in which the Client is exempt from sales tax, Trinity shall bill and Client shall pay for all applicable sales taxes.

3.3. Trinity shall hire all employees necessary for the performance of this Agreement. Upon being hired, such employees shall be subject to such health examinations as proper county, state, or Federal authorities may require in connection with their employment in addition to security background screening as permitted by law to include criminal background checks conducted by the Client. All persons employed by Trinity will be the employees of Trinity, and not of the Client, and will be covered by employee dishonesty coverage. Trinity shall be solely responsible for all employment withholding, social security, and other taxes on the wages of its employees. Trinity agrees to comply with applicable Federal, state, and local laws and regulations pertaining to wages and hours of employment.

3.4. Trinity shall perform all necessary cleaning of the food service equipment, foodservice preparation areas, and floors in the storage and food service preparation areas. Trinity agrees to maintain conditions of sanitation and cleanliness in accordance with applicable laws.

3.5. All records shall be kept on file by Trinity for a period of three (3) years from the date the record is made and Trinity shall, upon reasonable notice, give the Client or its authorized representative the privilege during normal business hours of inspecting, examining, and auditing such of Trinity's business records which are solely and directly relevant to the financial arrangements set forth in Exhibit A. The cost of such inspection, examination, and audit will be at the sole expense of the Client and such inspection, examination, and audit shall be conducted at the Trinity locations where said records are normally maintained. Such information shall be deemed Confidential Information and shall be subject to the terms of Section 12 herein.

3.6. Trinity agrees that Trinity's employees and agents shall comply with, and observe, all applicable rules and regulations concerning conduct on the Premises that Client imposes upon Client's employees and agents.

3.7. Trinity agrees to be responsible for the repair and/or replacement of any equipment due to its employees' negligent acts but not due to the acts or omissions of inmates, Client's employees or agents, or anyone who is not an employee of Trinity. This does not include the repair or maintenance for normal equipment wear and tear and other responsibilities of the Client as defined in Section 4.

3.8. In connection with Services provided hereunder, Trinity shall purchase inventory and services from various sellers and vendors selected by Trinity at its sole discretion (each a "Vendor"). Purchases from Vendors shall be made under such terms Trinity deems in its sole discretion as acceptable ("Vendor Terms"). All Vendor Terms are the exclusive obligation and property of Trinity. Client does not have any liability under, or any right to, any Vendor Terms and no Vendor Terms will operate to reduce or otherwise affect the amount or performance of Client's Responsibilities.

3.9. Trinity will produce special diets, including but not limited to, therapeutic or religious diets, in response to proper orders for the same (collectively "Special Diets"). Therapeutic diets will be produced in response to an order from an individual in the medical department with prescription-writing authority, namely a Nurse Practitioner, LPN or MD. Religious diets will be produced in response to appropriate order from the Client's chaplain or as otherwise agreed upon by the parties.

3.10. Trinity shall ensure that Special Diets are made promptly and are available for consumption by inmates who have received appropriate orders for these diets. Trinity is not responsible for ensuring that inmates (i) actually consume the meals, or (ii) are complying with their Special Diet restrictions on items or meals that were not produced by Trinity.

3.11 Trinity shall provide the Corner Market Services as described in Exhibit B.

3.12 Trinity shall remain compliant with established cybersecurity frameworks as required by law or regulation. Further, any changes that are requested by Trinity to Client's software systems, will be implemented upon mutual agreement of the Parties.

SECTION 4. CLIENT'S RESPONSIBILITIES

4.1. Client shall, without cost to Trinity, provide Trinity with the necessary space for the operation of its Services, and shall furnish, without cost to Trinity, sufficient inmate labor and all utilities and facilities reasonable and necessary for the efficient performance of Trinity's services hereunder, including, but not limited to, the following: heat, hot and cold water, steam, gas, lights and electric current, garbage removal services, exterminator services, sewage disposal services, and office space.

4.2. Client shall, at its own cost and expense, provide all food equipment, facilities, and floor space as mutually agreed is necessary for the efficient provision of Trinity's Services hereunder. Client will maintain, repair, and replace said equipment and facilities at its own expense. Notwithstanding the foregoing, if equipment provided by Client becomes inoperative, hazardous, or inefficient to operate Trinity shall notify Client and have the right to effect repairs or replacements at the expense of the Client, if the Client fails to do so after a reasonable amount of time after notice of said equipment deficiency. Furthermore, during such time period when the equipment is inefficient, hazardous, or fails to operate Client shall, if applicable, (i) pay to Trinity all increased costs due to the equipment issue, including, but not limited to, all paper products used during such time period and (ii) work in good faith with Trinity on menu changes, product

substitutions and any other remedial measures until the equipment issue is resolved. Client shall permit Trinity to have the use of all such equipment and facilities in the performance of its obligations hereunder, subject to the duty to exercise reasonable care in the use thereof. All equipment and items of equipment furnished by Client to Trinity are the sole property of the Client, and Trinity will not change, deface, or remove any symbol or mark of identity from said equipment furnished by the Client.

4.3. Client will be responsible, at no cost to Trinity, for all necessary cleaning of walls, windows, and electric light fixtures and all necessary scrubbing, mopping, and polishing of floors in any and all dayroom and dining areas. All such cleaning shall be accomplished by Client staff or inmate workers and supervised by Client staff and shall be performed on a schedule determined by agreement between the Client and Trinity.

4.4. Client will reimburse Trinity for all paper products used during lock down events or any other period when paper products are required due to circumstances outside the control of Trinity.

4.5. Client shall not, during the term of this Agreement nor for one (1) year following its termination or expiration, solicit to hire, hire, or contract with any employee or former employee of Trinity or any of its subsidiaries. In the event that Client breaches the terms of this provision, Client shall pay Trinity an amount equal to the annual salary of such Employee. This provision shall not apply to any person who was employed by the Client prior to being employed by Trinity.

4.6. Client shall pay all real estate taxes with respect to the Premises, and Client shall pay all personal property taxes and similar taxes with respect to Client's equipment located in the Premises.

4.7. Client agrees to complete all background checks pursuant to Section 2.3 within ten (10) days of request by Trinity. Trinity will not be liable for liquidated damages or penalty fees related to Client's failure to timely complete background checks.

4.8. Client shall ensure that, whenever possible, the Trinity Diet Manual's formulary diets are ordered for individuals within their custody. Client shall further ensure that only medical department members with prescription-writing authority, namely an MD, LPN or Nurse Practitioner, order medical diets for individuals within their custody.

4.9. Client shall ensure that orders for Special Diets are timely delivered to Trinity in a manner that allows production in a manner consistent with the inmates' needs. Further, if Client is responsible for delivering meals to individuals, the Client is responsible for ensuring that such Special Diet is promptly and correctly provided to the correct individual.

4.10. Client shall ensure that its employees or subcontractors follow the procedures within the Trinity Diet Manual if a non-formulary diet is indicated ("Non-Formulary Diet"). Namely, conferences with Trinity's Registered Dietitian for its region to ensure that a nutritionally adequate diet compliant with an individuals' religious or serious medical needs are required prior to the order of any Non-Formulary diet. Client's medical department shall re-assess Non-Formulary Diets for continued necessity every ninety (90) days.

4.11 Client shall fully cooperate and take all actions necessary to allow Trinity to perform the Services in compliance with all applicable federal, state, and local laws or regulations.

4.12 Client represents and warrants that it is lawful in its respective jurisdiction of Mariposa County, California to provide the Services as detailed in this Agreement.

SECTION 5. FINANCIAL ARRANGEMENTS

The financial arrangements of this Agreement are set forth in Exhibit A, which is attached hereto, incorporated herein and made a part hereof as if fully set forth in this Agreement.

SECTION 6. INDEMNIFICATION AND INSURANCE

6.1. Each Party to this Agreement shall be responsible for its own acts and omissions, and, to the extent allowed by law, shall indemnify and hold harmless the other and its officers, employees and agents thereof, from and against any and all claims, suits, proceedings, liabilities, losses, damages, costs and expenses whatsoever, including reasonable counsel fees and the reasonable costs associated with the retention of consultants or experts, arising out of or resulting from any bodily injury, death, sickness, property damage or other injury or loss caused by or arising from the non-compliance with any applicable law, or the alleged or actual breach of this Agreement or any negligent act or omission attributable to the indemnifying party, its managers, members, officers, employees, agents or subcontractors in the performance of their obligations under this Agreement (except to the extent caused by the negligent act or omission of the other party, its employees, or agents). Notwithstanding the foregoing, Trinity shall not be required to indemnify Client for any claim or action brought by an employee of Trinity against Client. The provisions of this Section shall survive the expiration or termination of this Agreement.

6.2. Notification of an event giving rise to an indemnification claim ("Notice") must (a) be received by the indemnifying party on or by the earlier of a date thirty (30) days subsequent to the date which such event was or should have been discovered or ninety (90) days subsequent to the effective termination date of this Agreement; and (b) include a brief factual summary of the damage and cause thereof. An indemnification claim is expressly subject to, and conditioned upon, compliance with the Notice provisions hereunder.

6.3. Trinity 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 Trinity, its agents, representatives, or employees.

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.

(0) 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.

(1) 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. Certificates of Insurance for such coverages shall be provided by Trinity naming the Client as an additional insured as respects to such coverage prior to the commencement of Services hereunder.

6.4. Client shall obtain and maintain insurance for the operation of the Premises, its equipment, offices, and utilities against risks covered by standard forms of fire, theft, and extended coverage in such amounts under such policies as appropriate.

SECTION 7. INDEPENDENT CONTRACTOR RELATIONSHIP

Trinity shall be an independent contractor and shall retain control over its employees and agents. The employees of Trinity are not, nor shall they be deemed to be, employees of Client and employees of Client are not, nor shall they be deemed to be, employees of Trinity.

SECTION 8. EXCUSED PERFORMANCE

If the performance of any terms or provisions herein (other than the payment of monies) shall be delayed or prevented because of compliance with any law, decree, or order of any governmental agency or authority, either local, state, or federal, or because of riots, war, public disturbances, strikes, lockouts, differences with workmen, labor shortages, fires, floods, pandemics, epidemics, or other similar health scenarios, Acts of God or Nature, or any other reason whatsoever which is not within the control of the party whose performance is interfered with and which, by the exercise of reasonable diligence said party is unable to prevent, the party so suffering may at its option suspend, without liability, the performance of its obligations hereunder (other than the payment of monies) during the period such cause continues, and extend the term of this Agreement for the period of such suspension of the performance of duties hereunder.

Trinity shall not be subject to fines or other charges if the performance of any terms or provisions of this Agreement shall be delayed or prevented because of Trinity’s compliance with any law, decree, or order of any governmental agency or authority, either local, state, or federal, or because of riots, war, public disturbances, strikes, lockouts, differences with workmen, labor shortages, fires, floods, pandemics, epidemics, or other similar health scenarios, Acts of God or Nature, or any other reason whatsoever which is not within Trinity’s control and which, by the exercise of reasonable diligence, Trinity is unable to prevent.

SECTION 9. ASSIGNMENT

Neither Trinity nor Client may assign or transfer this Agreement, or any part thereof, without the written consent of the other party, except the parties may, without prior approval and without being released from any of their responsibilities hereunder, assign this Agreement to an affiliated company or wholly owned subsidiary. The sale of the equity interests of Trinity, or its parent company, shall not constitute an assignment.

SECTION 10. ENTIRE AGREEMENT AND WAIVER

This Agreement constitutes the entire Agreement between the parties with respect to the provision of Trinity's Services, and there are no other or further written or oral understandings or agreements with respect thereto. No variation or modification of this Agreement, and no waiver of its provisions, shall be valid unless in writing and signed by the duly authorized representatives of Trinity and Client. This Agreement supersedes all other agreements between the parties for the provision of Trinity's Services on the Premises.

SECTION 11. NOTICES

All notices to be given under this Agreement shall be in writing and shall be served either personally, by deposit with an overnight courier with charges prepaid or by deposit in the United States mail, first-class postage prepaid by registered or certified mail, addressed to the parties at the address stated below or at any other address as designated by one party upon notice to the other party. Any such notices shall be deemed to have been given (a) upon the first business day following personal service; or (b) one (1) business day after deposit with an overnight courier; or (c) three (3) business days after deposit in the United States mail.

If to Client: Jacob Bobman, Jail Captain
County of Mariposa
P.O. Box 727
Mariposa, CA 95338
Fax: 209-742-2975

If to Trinity: Trinity Services Group, Inc.
Attn: Chief Operating Officer
477 Commerce Boulevard
Oldsmar, FL 34677

With copy to: Trinity Services Group, Inc.
Attn: General Counsel
10880 Lin Page Place
St. Louis, MO 63132

SECTION 12. CONFIDENTIALITY

In the course of providing Services hereunder, the parties may be exposed to trade secrets or other confidential or proprietary information and materials of the other party which includes, but is not limited to, Client security means and methods, recipes, food service surveys and studies, management guidelines, procedures, operating manuals, and software, all of which shall be identified as confidential ("Confidential Information"). The parties agree, to the extent permitted by law, to hold in confidence and not to disclose any Confidential Information during, and for two (2) years after, the term of this Agreement, except that the parties may use or disclose Confidential Information (a) to its employees and affiliates or others to the extent necessary to render any service hereunder, provided that the other party is first notified of the information that will be provided to any party outside of this Agreement and provided further that such information is disclosed only after such party is required to maintain it in confidence as required hereunder; (b) to the extent expressly authorized by either party; (c) to the extent that at the time of disclosure, such Confidential Information is in the public domain, or after disclosure, enters the public domain other than by breach of the terms of this Agreement; (d) is in the possession of either party at the time of disclosure and is not acquired directly or indirectly from the other party; (e) is subsequently received on a non-confidential basis from a third party having a right to provide such information; or (f) as required by order during the course of a judicial or regulatory proceeding or as required by a governmental authority. The parties agree not to photocopy or otherwise duplicate any Confidential Information without the express written consent of the other party. Each party's Confidential Information shall remain the exclusive property of the party and shall be returned by the party to the other party upon termination or expiration of this Agreement. In the event of any breach of this provision, the parties shall be entitled to equitable relief, in addition to all other

remedies otherwise available to them at law. This provision shall survive the termination or expiration of this Agreement.

SECTION 13. INFORMATION TECHNOLOGY SECURITY

In connection with the services being provided hereunder, Trinity may need to operate certain information technology systems not owned by the Client ("Non-Client Systems"), which may need to interface with or connect to Client's networks, internet access, or information technology systems ("Client Systems"). Trinity shall be responsible for all Non-Client Systems, and Client shall be solely responsible for Client Systems, including taking the necessary security and privacy protections as are reasonable under the circumstances. If Trinity serves as the merchant-of-record for any credit or debit card transactions in connection with any of the services provided hereunder, then Trinity will be responsible for complying with all applicable laws, regulations and payment card industry data security standards related to the protection of cardholder data ("Data Protection Rules"). If Non-Client Systems interface with or connect to Client Systems, then Client agrees to implement forthwith upon request from Trinity, at its own expense, the changes to the Client Systems that Trinity reasonably requests and believes are necessary or prudent to ensure Trinity's compliance with the Data Protection Rules. Each party shall indemnify, defend and hold harmless the other party from all claims, liabilities, damages and costs (including reasonable attorneys' fees) to the extent caused by the indemnifying party's failure to comply with its obligations in this Section.

SECTION 14. EXECUTION

This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one single agreement between the Parties. The Parties may execute this Agreement and any amendment hereto by an exchange of scanned and emailed executed copies. In the event of such an exchange, this Agreement and any applicable amendment shall become binding and any scanned and emailed signed copies shall constitute admissible evidence of the existence of this Agreement and applicable amendment.

SECTION 15. DISPUTE RESOLUTION AND GOVERNING LAW

This Agreement shall be governed by the laws of the State of California and any dispute, controversy, claim, or disagreement arising out of or relating to this Agreement or the breach, termination, validity, or enforceability of any provision of this Agreement (each a "Dispute") not remedied within thirty (30) days after the parties use their best efforts to resolve and settle such Dispute by consulting and negotiating with each other in good faith and attempting to reach a just and equitable solution satisfactory to both parties, may be submitted to a court of competent jurisdiction within the State of California.

SECTION 16. EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The parties shall comply with all federal, state and local laws as required including, but not limited to, Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and the Vietnam Era Veterans' Readjustment Act of 1974, as amended. The parties hereby incorporate the requirements of 41 C.F.R. §60-1.4(a) (7), 60-250.5 and 60-741.5, if applicable.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals.

County of Mariposa	**Trinity Services Group, Inc.**
By: _____	By: _____
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

EXHIBIT A
FINANCIAL ARRANGEMENTS

I. PRICE PER MEAL

Client shall pay Trinity the price per meal as detailed in the scale that is attached hereto as Schedule 1 and incorporated herein by this reference, which scale is based on the number of inmates.

Meal prices shall be adjusted annually, effective on the anniversary date of this Agreement, by an amount equal to (1) the change in the Bureau of Labor Statistics, Consumer Price Index, All Urban Consumers, U.S. City Average, Food Away From Home or (2) an amount determined by Trinity based upon actual cost increases incurred. Trinity will provide notice of the price increase not less than thirty (30) days prior to the anniversary date. As per Section 1, either party may terminate the agreement pursuant to the notice requirements of that section if the parties cannot agree to pricing for the next year.

In the event of material cost changes in (1) food costs, (2) federal, state, or local taxes or tariffs including, but not limited to, social security taxes, unemployment taxes or payroll based taxes, (3) labor costs, including an increase in the minimum wage rate or the implementing regulations or the enactment or application of any "living wage", "prevailing wage" or similar laws by any governmental entity, or (4) an increase in employee benefits whether as a result of a change in federal, state, or local laws or a federal, state, or local legislative or regulatory mandate or otherwise, it is agreed that the parties shall adjust the meal prices to reflect said increases. If other material conditions change due to causes beyond Trinity's control, including, but not limited to a change in the scope of services, menu changes requested by the facility, decreases in inmate population or the availability of inmate labor or changes in federal, state or local standards or regulations or other unforeseen conditions beyond Trinity's control, it is agreed that the parties shall adjust the meal prices to reflect the impact of the change in circumstances. If the parties are unable to agree upon revised pricing under these conditions, either party may terminate the agreement by providing ninety (90) days written notice.

II. PAYMENT TERMS

Trinity shall invoice Client each week, in arrears, for the total amount due from Client as the result of the number of meals served, and any other applicable charges under this Agreement, in the preceding week. Client shall pay the invoice amount within fifteen (15) days of date of the invoice from Trinity. All past due amounts due to Trinity will be subject, at the option of Trinity, to a service charge equal to one and one half percent (1.5%) per month of the unpaid balance.

In the event that said amounts set forth in said statements are not paid according to the terms hereof, or in the event that Trinity, in its sole discretion, determines that Client's credit has become impaired, Trinity shall have the option to: (a) either decline to continue provision of Services hereunder, except on a cash in advance basis, until such time as credit has been re-established to Trinity's satisfaction; or (b) terminate this Agreement without liability whatsoever to Trinity, by giving sixty (60) days prior written notice to Client.

All costs of collection of past due amounts, including but not limited to reasonable attorney's fees, shall be chargeable to and paid by the Client.

III. BASIS OF FINANCIAL TERMS

The financial terms of this Agreement have been negotiated between the parties upon the condition that Trinity will operate its Services at the same points of service and remain in operation under the same operating standards as agreed at the time of execution of this Agreement. If Client desires Trinity to change the operation or scope of its Services, Client and Trinity shall mutually agree on the appropriate financial adjustments for the requested changes.

IV. MAXIMUM SPEND

The parties hereby agree that Client's annual expenditure for the first year of the term of this Agreement shall not exceed $255,179.46.

TRINITY SERVICES
GROUP, INC.

Schedule 1

FROM	TO	PRICE
15	19	$12.146
20	24	$9.385
25	29	$7.729
30 -j	34	$6.625
35	39	$5.836
40	44	$5.244
45	49	$4.784
50	54	$4.442
55	59	$4.133
60	64	$3.898
65	69	$3.700
70	74	$3.529
75		$3.382
80	84	$3.253
85	89	$3.139
90	94	$3.038
95	99	$2.948
100	And over	$2.866

EXHIBIT B
CORNER MARKET

1. Trinity agrees to provide, install, and maintain all necessary equipment, including but not limited to coolers, shelving, vending machines, and payment systems. Client agrees and understands that Trinity may provide security measures to ensure the safe and secure operation of the Corner Market. Client agrees that it will provide any required utilities and access for Corner Market operations.

2. Trinity will operate the Corner Market in compliance with all relevant laws and regulations, including but not limited to health and safety standards, food handling regulations, and labor laws.

3. Trinity shall be allowed to operate a market to resell items to Client staff at the Premises subject to the following conditions:

   a. Trinity shall develop and submit to the Client a proposed Corner Market selection menu, including proposed pricing. The Corner Market selection menu and pricing may be updated upon 14 days' written notice to Client. Client may, upon 30 days' notice to Trinity, change its selections. Trinity shall have the exclusive right to distribute the products selected to Client's staff.

   b. Both parties will mutually agree upon the layout and placement of products within the space.

4. The term of this Exhibit shall be the same term as applies to the Agreement. The Corner Market program may be terminated by either party upon not less than thirty (90) days prior written notice from either party.

5. Individuals may purchase Products from the Corner Market utilizing the following methods of payment (i) credit card, (ii) digital payments, and/or (iii) third party pre-paid account if offered.

6. Market Pricing: Trinity Services Group reserves the right to increase prices based on market conditions. Customer agrees to pay the increased prices for products in the Corner Market and Trinity will provide 14 days' notice of any price increases.

7. Corner Market Equipment:

   a. Trinity shall provide a capital investment in the estimated amount of twelve thousand dollars ($12,000.00) for the purpose of purchasing new equipment necessary for Trinity's resale processes to be effective ("Corner Market Capital Investment"). The parties agree that such estimated amount may be updated and will be communicated and agreed upon prior to the commencement of such capital investment. The Corner Market Capital Investment will be amortized over twelve (12) months (July 1, 2025 through June 30, 2026). Should the Agreement expire or be terminated prior to June 30, 2026, the full twelve (12) month Capital Investment amortization period, Client agrees to repay Trinity the unamortized value of the Capital Investment within thirty (30) days of the Agreement's expiration or termination. For example, if Client terminated this Agreement with twelve (6) months remaining, Client would be responsible for reimbursing Trinity the unamortized amount of six thousand dollars ($6,000) or ($12,000/12 months x 6 months remaining).

b. All equipment purchased with the Capital Investment will be the property of the Client, subject to the repayment obligations of this Section, and Client will be responsible for paying all sales taxes assessed on the equipment unless Client is exempt from the payment of sales tax.

8. INTENTIONALLY DELETED

9. The Client shall provide any necessary secured storage areas for Trinity's Corner Market inventory.

10. If during the term of the Agreement Trinity has a reasonable basis to believe that inventory from the Corner Market is being lost due to shrinkage or theft, Trinity shall provide a monthly report to Client. In the event that product shrinkage or theft exceeds 3 percent of total sales in a given month, Trinity reserves the right to investigate and take necessary measures to prevent further theft. Client agrees to cooperate fully with Trinity in these efforts. Trinity will monitor product shrinkage or theft on a monthly basis and if it exceeds 3 percent for two consecutive months, Client will be responsible for compensating Trinity for the losses. Compensation will be calculated based on the value of the products. The report shall include the inventory on hand at the beginning of the month, the quantity used, and the quantity lost due to theft or shrinkage, and the balance at the end of the month. Trinity reserves the right to invoice Client the actual cost of the inventory lost due to shrinkage or theft.

11. Client will provide a wired or wireless connection between the Corner Market equipment and secured computer workstation as necessary, to include internet access. Client hereby agrees to allow such connection and will ensure that the internet connection is reliable and secure and can be used with a Trinity secured computer workstation. Trinity will provide documentation to Client, upon a reasonable request, of security protocols for any Trinity system that connects with Client's systems. Trinity shall perform periodic security reviews of relevant cybersecurity standards, with Trinity and Client being responsible for maintaining relevant compliance.

12. All requirements, terms and conditions contained in the Agreement shall apply to the Corner Market program. Except as expressly stated herein, all of the terms and conditions of the Agreement shall remain in full force and effect.

MARIPOSA COUNTY

Board of Supervisors

Local Transportation Commission 2025-011

MEETING: July 8, 2025

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works and Transportation

RE: Approve Execution of Federal Fiscal Year (FFY) 2025 Certifications and Assurances for Federal Transit Administration (FTA); and Authorize Mariposa County Local Transportation Commission (MCLTC) Executive Director to Sign the Certifications and Assurances (Subject to Approval as to Legal Form by County Counsel)

RECOMMENDATION AND JUSTIFICATION

Approve Execution of Federal Fiscal Year (FFY) 2025 Certifications and Assurances for Federal Transit Administration (FTA); and Authorize Mariposa County Local Transportation Commission (MCLTC) Executive Director to Sign the Certifications and Assurances (Subject to Approval as to Legal Form by County Counsel.)

Execution and filing of the Certifications and Assurances document is a program requirement of the California Department of Transportation (Caltrans) in order to receive continued program funding for Mariposa County Transit. The Certifications and Assurances will need to be executed before the County is eligible to request Program Allocations.

BACKGROUND AND HISTORY OF BOARD ACTIONS

Certifications and Assurances were approved for FFY 2024 with Resolution #LTC 2024-003.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve, and the County will not be eligible to receive FTA 5311 funding to meet transit needs.

FINANCIAL IMPACT

If Mariposa County is ineligible to receive FTA 5311 Funds, Mariposa Transit would need to seek alternative funding sources.

ATTACHMENTS

1. FFY 2025 FTA Certifications and Assurances 7-8-25

VOTE RESULT

RESULT: **Adopted (UNANIMOUS)**
MOVER: District I Supervisor Rosemarie Smallcombe
SECONDER: District IV Supervisor Jenni Kiser

AYES: District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District II Supervisor Poe, District IV Supervisor Kiser

Not every provision of every certification will apply to every applicant or award. If a provision of a certification does not apply to the applicant or its award, FTA will not enforce that provision.

Text in italic is not part of a certification and is of no legal effect. Its purpose is to provide explanation and context for the certification.

CATEGORY 1. CERTIFICATIONS AND ASSURANCES REQUIRED OF EVERY APPLICANT.

All applicants must make the certifications in this category.

1.1. Standard Assurances.

The certifications in this subcategory appear as part of the applicant's registration or annual registration renewal in the System for Award Management (SAM.gov) and on the Office of Management and Budget's standard form 424B "Assurances—Non-Construction Programs". This certification has been modified in places to include analogous certifications required by U.S. DOT statutes or regulations.

As the duly authorized representative of the applicant, you certify that the applicant:

(a) Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.

(b) Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

(c) Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

(d) Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

(e) Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§ 4728–4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 CFR 900, Subpart F).

(f) Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to:

(1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin, as effectuated by U.S. DOT regulation 49 CFR Part 21, including any amendments thereto;
(2) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681–1683, and 1685–1686), which prohibits discrimination on the basis of sex, as effectuated by U.S. DOT regulation 49 CFR Part 25;
(3) Section 5332 of the Federal Transit Law (49 U.S.C. § 5332), which prohibits any person being excluded from participating in, denied a benefit of, or discriminated against under, a project, program, or activity receiving financial assistance from FTA because of race, color, religion, national origin, sex, disability, or age.
(4) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps, as effectuated by U.S. DOT regulation 49 CFR Part 27;
(5) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101–6107), which prohibits discrimination on the basis of age;
(6) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
(7) The comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91–616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
(8) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
(9) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;
(10) Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and,
(11) the requirements of any other nondiscrimination statute(s) which may apply to the application.

(g) Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 ("Uniform Act") (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases. The requirements of the Uniform Act are effectuated by U.S. DOT regulation 49 CFR Part 24.

(h) Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§ 1501–1508 and 7324–7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

(i) Will comply, as applicable, with the provisions of the Davis–Bacon Act (40 U.S.C. §§ 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. § 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327–333), regarding labor standards for federally assisted construction sub-agreements.

(j) Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

(k) Will comply with environmental standards which may be prescribed pursuant to the following:

(1) Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514;

(2) Notification of violating facilities pursuant to EO 11738;

(3) Protection of wetlands pursuant to EO 11990;

(4) Evaluation of flood hazards in floodplains in accordance with EO 11988;

(5) Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.);

(6) Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§ 7401 et seq.);

(7) Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and

(8) Protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93–205).

(l) Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

(m) Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§ 469a-1 et seq.).

(n) Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

(o) Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§ 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

(p) Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

(q) Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and 2 CFR Part 200, Subpart F, "Audit Requirements", as adopted and implemented by U.S. DOT at 2 CFR Part 1201.

(r) Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing the program under which it is applying for assistance.

(s) Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104) which prohibits grant award recipients or a subrecipient from:

(1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect;

(2) Procuring a commercial sex act during the period of time that the award is in effect; or

(3) Using forced labor in the performance of the award or subawards under the award.

1.2. Standard Assurances: Additional Assurances for Construction Projects.

This certification appears on the Office of Management and Budget's standard form 424D "Assurances—Construction Programs" and applies specifically to federally assisted projects for construction. This certification has been modified in places to include analogous certifications required by U.S. DOT statutes or regulations.

As the duly authorized representative of the applicant, you certify that the applicant:

(a) Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency; will record the Federal awarding agency directives; and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.

(b) Will comply with the requirements of the assistance awarding agency with regard to the drafting, review, and approval of construction plans and specifications.

(c) Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work confirms with the approved plans and specifications, and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

1.3. Procurement.

The Uniform Administrative Requirements, 2 CFR § 200.325, allow a recipient to self-certify that its procurement system complies with Federal requirements, in lieu of submitting to certain pre-procurement reviews.

The applicant certifies that its procurement system complies with:

(a) U.S. DOT regulations, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR Part 1201, which incorporates by reference U.S. OMB regulatory guidance, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR Part 200, particularly 2 CFR §§ 200.317–200.327 "Procurement Standards;
(b) Federal laws, regulations, and requirements applicable to FTA procurements; and
(c) The latest edition of FTA Circular 4220.1 and other applicable Federal guidance.

1.4. Increased Micro-Purchase Threshold.

A recipient may establish a micro-purchase threshold that is higher than the Federal micro-purchase threshold. Pursuant to 2 CFR § 200.320(a)(1)(iv), the recipient may self-certify a micro-purchase threshold up to $50,000. Pursuant to 2 CFR § 200.320(a)(1)(v), the recipient may set a micro-purchase threshold higher than $50,000, but only with the approval of the recipient's Federal cognizant agency for indirect costs. To determine an applicant's cognizant agency for indirect costs, consult the definition of "cognizant agency for indirect costs" in 2 CFR § 200.1.

If the recipient uses a micro-purchase threshold that is higher than the Federal micro-purchase threshold, the recipient certifies:

(a) The recipient's micro-purchase threshold does not exceed $50,000, or the recipient has approval from its Federal cognizant agency for indirect costs to use a higher micro-purchase threshold;
(b) The recipient has a written justification for its micro-purchase threshold; and
(c) The recipient has supporting documentation of any of the following:
    (1) The recipient qualifies as a low-risk auditee, in accordance with the criteria in 2 CFR § 200.520 for the most recent audit;
    (2) The recipient has an annual internal institutional risk assessment to identify, mitigate, and manage financial risks; or
    (3) For public institutions, a higher threshold is consistent with State law.

1.5. Suspension and Debarment.

Pursuant to Executive Order 12549, as implemented at 2 CFR Parts 180 and 1200, prior to entering into a covered transaction with an applicant, FTA must determine whether the applicant is excluded from participating in covered non-procurement transactions. For this purpose, FTA is authorized to collect a certification from each applicant regarding the applicant's exclusion status. 2 CFR § 180.300. Additionally, each applicant must disclose any information required by 2 CFR § 180.335 about the applicant and the applicant's principals prior to entering into an award agreement with FTA. This certification serves both purposes.

The applicant certifies, to the best of its knowledge and belief, that the applicant and each of its principals:

(a) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily or involuntarily excluded from covered transactions by any Federal department or agency;

(b) Has not, within the preceding three years, been convicted of or had a civil judgment rendered against him or her for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction; violation of Federal or State antitrust statutes, including those proscribing price fixing between competitors, allocation of customers between competitors, and bid rigging; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or commission of any other offense indicating a lack of business integrity or business honesty;

(c) Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any offense described in paragraph (b) of this certification; and

(d) Has not, within the preceding three years, had one or more public transactions (Federal, State, or local) terminated for cause or default.

1.6. Lobbying.

If the applicant will apply for a grant or cooperative agreement exceeding $100,000, or a loan, line of credit, loan guarantee, or loan insurance exceeding $150,000, it must make the following certification and, if applicable, make a disclosure regarding the applicant's lobbying activities. This certification is required by 49 CFR § 20.110 and app. A to that part.

This certification does not apply to an applicant that is an Indian Tribe, Indian organization, or an Indian tribal organization exempt from the requirements of 49 CFR Part 20.

1.6.1. Certification for Contracts, Grants, Loans, and Cooperative Agreements.

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

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

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

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and 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.

1.6.2. Statement for Loan Guarantees and Loan Insurance.

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

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement

shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

1.7. Real Property Use

This certification responds to Recommendation #7 in the U.S. Department of Transportation's Office of Inspector General Report FS2024025 (May 20, 2024).

If the applicant will use assistance provided by the Federal Transit Administration to acquire or improve real property, the applicant certifies that it will comply with the requirements of 2 CFR § 200.311, including but not limited to, requirements to use the property for the purposes authorized in its award, and to seek disposition instructions from FTA when the property no longer is needed for any authorized purpose.

CATEGORY 2. PUBLIC TRANSPORTATION AGENCY SAFETY PLANS

This certification is required of each applicant under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), each rail operator that is subject to FTA's state safety oversight programs, and each State that is required to draft and certify a Public Transportation Agency Safety Plan on behalf of a Small Public Transportation Provider (as that term is defined at 49 CFR § 673.5) pursuant to 49 CFR § 673.11(d).

This certification is required by 49 U.S.C. § 5307(c)(1)(L), 49 U.S.C. § 5329(d)(1), and 49 CFR § 673.13. This certification is a condition of receipt of Urbanized Area Formula Grants Program (49 U.S.C. § 5307) funding.

This certification does not apply to any applicant that only receives financial assistance from FTA under the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C. § 5310), the Formula Grants for Rural Areas Program (49 U.S.C. § 5311), or combination of these two programs, unless it operates a rail fixed guideway public transportation system.

If the applicant is an operator, the applicant certifies that it has established a Public Transportation Agency Safety Plan meeting the requirements of 49 U.S.C. § 5329(d)(1) and 49 CFR Part 673; including, specifically, that the board of directors (or equivalent entity) of the applicant has approved, or, in the case of an applicant that will apply for assistance under 49 U.S.C. § 5307 that is serving an urbanized area with a population of 200,000 or more, the safety committee of the entity established under 49 U.S.C. § 5329(d)(5), followed by the board of directors (or equivalent entity) of the applicant has approved, the Public Transportation Agency Safety Plan or any updates thereto; and, for each recipient serving an urbanized area with a population of fewer than 200,000, that the Public Transportation Agency Safety Plan has been developed in cooperation with frontline employee representatives.

If the applicant is a State that drafts and certifies a Public Transportation Agency Safety Plan on behalf of a public transportation operator, the applicant certifies that:

(a) It has drafted and certified a Public Transportation Agency Safety Plan meeting the requirements of 49 U.S.C. § 5329(d)(1) and 49 CFR Part 673 for each Small Public Transportation Provider (as that term is defined at 49 CFR § 673.5) in the State, unless the Small Public Transportation Provider provided notification to the State that it was opting out of the State-drafted plan and drafting its own Public Transportation Agency Safety Plan; and

(b) Each Small Public Transportation Provider within the State that opts to use a State-drafted Public Transportation Agency Safety Plan has a plan that has been approved by the provider's Accountable Executive (as that term is defined at 49 CFR § 673.5), Board of Directors or Equivalent Authority (as that term is defined at 49 CFR § 673.5), and, if the Small Public Transportation Provider serves an urbanized area with a population of 200,000 or more, the safety committee of the Small Public Transportation Provider established under 49 U.S.C. § 5329(d)(5).

CATEGORY 3. TAX LIABILITY AND FELONY CONVICTIONS.

If the applicant is a business association (regardless of for-profit, not for-profit, or tax-exempt status), it must make this certification. Federal appropriations acts since at least 2014 have prohibited FTA from using funds to enter into an agreement with any corporation that has unpaid Federal tax liabilities or recent felony convictions without first considering the corporation for debarment. E.g., Further Consolidated Appropriations Act, 2024, Pub. L. 118-47, div. B, tit. VII, §§ 744-745. U.S. DOT Order 4200.6 defines a "corporation" as "any private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association", and applies the restriction to all tiers of subawards. As prescribed by U.S. DOT Order 4200.6, FTA requires each business association applicant to certify as to its tax and felony status.

If the applicant is a private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association, the applicant certifies that:

(a) It has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(b) It has not been convicted of a felony criminal violation under any Federal law within the preceding 24 months.

CATEGORY 4. PRIVATE SECTOR PROTECTIONS.

If the applicant will apply for funds that it will use to acquire or operate public transportation facilities or equipment, the applicant must make the following certification regarding protections for the private sector.

4.1. Charter Service Agreement.

To enforce the provisions of 49 U.S.C. § 5323(d), FTA's charter service regulation requires each applicant seeking assistance from FTA for the purpose of acquiring or operating any public transportation equipment or facilities to make the following Charter Service Agreement. 49 CFR § 604.4.

The applicant agrees that it, and each of its subrecipients, and thirdparty contractors at any level who use FTA-funded vehicles, may provide charter service using equipment or facilities acquired with Federal assistance authorized under the Federal Transit Laws only in compliance with the regulations set out in 49 CFR Part 604, the terms and conditions of which are incorporated herein by reference.

4.2. School Bus Agreement.

To enforce the provisions of 49 U.S.C. § 5323(f), FTA's school bus regulation requires each applicant seeking assistance from FTA for the purpose of acquiring or operating any public transportation equipment or facilities to make the following agreement regarding the provision of school bus services. 49 CFR § 605.15.

(a) If the applicant is not authorized by the FTA Administrator under 49 CFR § 605.11 to engage in school bus operations, the applicant agrees and certifies as follows:
   (1) The applicant and any operator of project equipment agrees that it will not engage in school bus operations in competition with private school bus operators.
   (2) The applicant agrees that it will not engage in any practice which constitutes a means of avoiding the requirements of this agreement, part 605 of the Federal Mass Transit Regulations, or section 164(b) of the Federal-Aid Highway Act of 1973 (49 U.S.C. 1602a(b)).

(b) If the applicant is authorized or obtains authorization from the FTA Administrator to engage in school bus operations under 49 CFR § 605.11, the applicant agrees as follows:
   (1) The applicant agrees that neither it nor any operator of project equipment will engage in school bus operations in competition with private school bus operators except as provided herein.
   (2) The applicant, or any operator of project equipment, agrees to promptly notify the FTA Administrator of any changes in its operations which might jeopardize the continuation of an exemption under § 605.11.

(3) The applicant agrees that it will not engage in any practice which constitutes a means of avoiding the requirements of this agreement, part 605 of the Federal Transit Administration regulations or section 164(b) of the Federal-Aid Highway Act of 1973 (49 U.S.C. 1602a(b)).

(4) The applicant agrees that the project facilities and equipment shall be used for the provision of mass transportation services within its urban area and that any other use of project facilities and equipment will be incidental to and shall not interfere with the use of such facilities and equipment in mass transportation service to the public.

CATEGORY 5. TRANSIT ASSET MANAGEMENT PLAN.

If the applicant owns, operates, or manages capital assets used to provide public transportation, the following certification is required by 49 U.S.C. § 5326(a).

The applicant certifies that it is in compliance with 49 CFR Part 625.

CATEGORY 6. ROLLING STOCK BUY AMERICA REVIEWS AND BUS TESTING.

6.1. Rolling Stock Buy America Reviews.

If the applicant will apply for an award to acquire rolling stock for use in revenue service, it must make this certification. This certification is required by 49 CFR § 663.7.

The applicant certifies that it will conduct or cause to be conducted the pre-award and post-delivery audits prescribed by 49 CFR Part 663 and will maintain on file the certifications required by Subparts B, C, and D of 49 CFR Part 663.

6.2. Bus Testing.

If the applicant will apply for funds for the purchase or lease of any new bus model, or any bus model with a major change in configuration or components, the applicant must make this certification. This certification is required by 49 CFR § 665.7.

The applicant certifies that the bus was tested at the Bus Testing Facility established in accordance with 49 U.S.C. § 5318 (currently the Larson Transportation Institute's Bus Research and Testing Center at Pennsylvania State University) and that the bus received a passing test score as required by 49 CFR Part 665. The applicant has received or will receive the appropriate full Bus Testing Report and any applicable partial testing reports before final acceptance of the first vehicle.

CATEGORY 7. URBANIZED AREA FORMULA GRANTS PROGRAM.

If the applicant will apply for an award under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), or any other program or award that is subject to the requirements of 49 U.S.C. § 5307, including the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C. § 5310); "flex funds" from infrastructure programs administered by the Federal Highways Administration (see 49 U.S.C. § 5334(i)); projects that will receive an award authorized by the Transportation Infrastructure Finance and Innovation Act ("TIFIA") (23 U.S.C. §§ 601–609) or State Infrastructure Bank Program (23 U.S.C. § 610) (see 49 U.S.C. § 5323(o)); formula awards or competitive awards to urbanized areas under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339(a) and (b)); or low or no emission awards to any area under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339(c)), the applicant must make the following certification. This certification is required by 49 U.S.C. § 5307(c)(1).

The applicant certifies that it:

(a) Has or will have the legal, financial, and technical capacity to carry out the program of projects (developed pursuant 49 U.S.C. § 5307(b)), including safety and security aspects of the program;

(b) Has or will have satisfactory continuing control over the use of equipment and facilities;

(c) Will maintain equipment and facilities in accordance with the applicant's transit asset management plan;

(d) Will ensure that, during non-peak hours for transportation using or involving a facility or equipment of a project financed under this section, a fare that is not more than 50 percent of the peak hour fare will be charged for any—

  (1) Senior;

  (2) Individual who, because of illness, injury, age, congenital malfunction, or any other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or has semi-ambulatory capability), cannot use a public transportation service or a public transportation facility effectively without special facilities, planning, or design; and

  (3) Individual presenting a Medicare card issued to that individual under title II or XVIII of the Social Security Act (42 U.S.C. §§ 401 et seq., and 1395 et seq.);

(e) In carrying out a procurement under 49 U.S.C. § 5307, will comply with 49 U.S.C. §§ 5323 (general provisions) and 5325 (contract requirements);

(f) Has complied with 49 U.S.C. § 5307(b) (program of projects requirements);

(g) Has available and will provide the required amounts as provided by 49 U.S.C. § 5307(d) (cost sharing);

(h) Will comply with 49 U.S.C. §§ 5303 (metropolitan transportation planning) and 5304 (statewide and nonmetropolitan transportation planning);

(i) Has a locally developed process to solicit and consider public comment before raising a fare or carrying out a major reduction of transportation;

(j) Either—

(1) Will expend for each fiscal year for public transportation security projects, including increased lighting in or adjacent to a public transportation system (including bus stops, subway stations, parking lots, and garages), increased camera surveillance of an area in or adjacent to that system, providing an emergency telephone line to contact law enforcement or security personnel in an area in or adjacent to that system, and any other project intended to increase the security and safety of an existing or planned public transportation system, at least 1 percent of the amount the recipient receives for each fiscal year under 49 U.S.C. § 5336; or

(2) Has decided that the expenditure for security projects is not necessary;

(k) In the case of an applicant for an urbanized area with a population of not fewer than 200,000 individuals, as determined by the Bureau of the Census, will submit an annual report listing projects carried out in the preceding fiscal year under 49 U.S.C. § 5307 for associated transit improvements as defined in 49 U.S.C. § 5302; and

(l) Will comply with 49 U.S.C. § 5329(d) (public transportation agency safety plan).

CATEGORY 8. FORMULA GRANTS FOR RURAL AREAS.

If the applicant will apply for funds made available to it under the Formula Grants for Rural Areas Program (49 U.S.C. § 5311), it must make this certification. Paragraph (a) of this certification helps FTA make the determinations required by 49 U.S.C. § 5311(b)(2)(C). Paragraph (b) of this certification is required by 49 U.S.C. § 5311(f)(2). Paragraph (c) of this certification, which applies to funds apportioned for the Appalachian Development Public Transportation Assistance Program, is necessary to enforce the conditions of 49 U.S.C. § 5311(c)(2)(D).

(a) The applicant certifies that its State program for public transportation service projects, including agreements with private providers for public transportation service—

(1) Provides a fair distribution of amounts in the State, including Indian reservations; and

(2) Provides the maximum feasible coordination of public transportation service assisted under 49 U.S.C. § 5311 with transportation service assisted by other Federal sources; and

(b) If the applicant will in any fiscal year expend less than 15% of the total amount made available to it under 49 U.S.C. § 5311 to carry out a program to develop and support intercity bus transportation, the applicant certifies that it has consulted with affected

intercity bus service providers, and the intercity bus service needs of the State are being met adequately.

(c) If the applicant will use for a highway project amounts that cannot be used for operating expenses authorized under 49 U.S.C. § 5311(c)(2) (Appalachian Development Public Transportation Assistance Program), the applicant certifies that—

(1) It has approved the use in writing only after providing appropriate notice and an opportunity for comment and appeal to affected public transportation providers; and

(2) It has determined that otherwise eligible local transit needs are being addressed.

CATEGORY 9. FIXED GUIDEWAY CAPITAL INVESTMENT GRANTS AND THE EXPEDITED PROJECT DELIVERY FOR CAPITAL INVESTMENT GRANTS PILOT PROGRAM.

If the applicant will apply for an award under any subsection of the Fixed Guideway Capital Investment Program (49 U.S.C. § 5309), including an award made pursuant to the FAST Act's Expedited Project Delivery for Capital Investment Grants Pilot Program (Pub. L. 114-94, div. A, title III, § 3005(b)), the applicant must make the following certification. This certification is required by 49 U.S.C. § 5309(c)(2) and Pub. L. 114-94, div. A, title III, § 3005(b)(3)(B).

The applicant certifies that it:

(a) Has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award,

(b) Has or will have satisfactory continuing control over the use of equipment and facilities acquired or improved under its Award.

(c) Will maintain equipment and facilities acquired or improved under its Award in accordance with its transit asset management plan; and

(d) Will comply with 49 U.S.C. §§ 5303 (metropolitan transportation planning) and 5304 (statewide and nonmetropolitan transportation planning).

CATEGORY 10. GRANTS FOR BUSES AND BUS FACILITIES AND LOW OR NO EMISSION VEHICLE DEPLOYMENT GRANT PROGRAMS.

If the applicant is in an urbanized area and will apply for an award under subsection (a) (formula grants), subsection (b) (buses and bus facilities competitive grants), or subsection (c) (low or no emissions grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the certification in Category 7 for Urbanized Area Formula Grants (49 U.S.C. § 5307). This certification is required by 49 U.S.C. § 5339(a)(3), (b)(6), and (c)(3), respectively.

If the applicant is in a rural area and will apply for an award under subsection (a) (formula grants), subsection (b) (bus and bus facilities competitive grants), or subsection (c) (low or no emissions grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the certification in Category 8 for Formula Grants for Rural Areas (49 U.S.C. § 5311). This certification is required by 49 U.S.C. § 5339(a)(3), (b)(6), and (c)(3), respectively.

Making this certification will incorporate by reference the applicable certifications in Category 7 or Category 8.

If the applicant will receive a competitive award under subsection (b) (buses and bus facilities competitive grants), or subsection (c) (low or no emissions grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339) related to zero emissions vehicles or related infrastructure, it must make the following certification. This certification is required by 49 U.S.C. § 5339(d).

The applicant will use 5 percent of grants related to zero emissions vehicles (as defined in 49 U.S.C. § 5339(c)(1)) or related infrastructure under 49 U.S.C. § 5339(b) or (c) to fund workforce development training as described in section 49 U.S.C. § 5314(b)(2) (including registered apprenticeships and other labor-management training programs) under the recipient's plan to address the impact of the transition to zero emission vehicles on the applicant's current workforce; or the applicant certifies a smaller percentage is necessary to carry out that plan.

CATEGORY 11. ENHANCED MOBILITY OF SENIORS AND INDIVIDUALS WITH DISABILITIES PROGRAMS.

If the applicant will apply for an award under the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program (49 U.S.C. § 5310), it must make the certification in Category 7 for Urbanized Area Formula Grants (49 U.S.C. § 5307). This certification is required by 49 U.S.C. § 5310(e)(1). Making this certification will incorporate by reference the certification in Category 7, except that FTA has determined that (d), (f), (i), (j), and (k) of Category 7 do not apply to awards made under 49 U.S.C. § 5310 and will not be enforced.

In addition to the certification in Category 7, the applicant must make the following certification that is specific to the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program. This certification is required by 49 U.S.C. § 5310(e)(2).

The applicant certifies that:

(a) The projects selected by the applicant are included in a locally developed, coordinated public transit-human services transportation plan;

(b) The plan described in clause (a) was developed and approved through a process that included participation by seniors, individuals with disabilities, representatives of public, private, and nonprofit transportation and human services providers, and other members of the public;

(c) To the maximum extent feasible, the services funded under 49 U.S.C. § 5310 will be coordinated with transportation services assisted by other Federal departments and agencies, including any transportation activities carried out by a recipient of a grant from the Department of Health and Human Services; and

(d) If the applicant will allocate funds received under 49 U.S.C. § 5310 to subrecipients, it will do so on a fair and equitable basis.

CATEGORY 12. STATE OF GOOD REPAIR GRANTS.

If the applicant will apply for an award under FTA's State of Good Repair Grants Program (49 U.S.C. § 5337), it must make the following certification. Because FTA generally does not review the transit asset management plans of public transportation providers, the asset management certification is necessary to enforce the provisions of 49 U.S.C. § 5337(a)(4). The certification with regard to acquiring restricted rail rolling stock is required by 49 U.S.C. § 5323(u)(4). Note that this certification is not limited to the use of Federal funds.

The applicant certifies that the projects it will carry out using assistance authorized by the State of Good Repair Grants Program, 49 U.S.C. § 5337, are aligned with the applicant's most recent transit asset management plan and are identified in the investment and prioritization section of such plan, consistent with the requirements of 49 CFR Part 625.

If the applicant operates a rail fixed guideway service, the applicant certifies that, in the fiscal year for which an award is available to the applicant under the State of Good Repair Grants Program, 49 U.S.C. § 5337, the applicant will not award any contract or subcontract for the procurement of rail rolling stock for use in public transportation with a rail rolling stock manufacturer described in 49 U.S.C. § 5323(u)(1).

CATEGORY 13. INFRASTRUCTURE FINANCE PROGRAMS.

If the applicant will apply for an award for a project that will include assistance under the Transportation Infrastructure Finance and Innovation Act ("TIFIA") Program (23 U.S.C. §§ 601–609) or the State Infrastructure Banks ("SIB") Program (23 U.S.C. § 610), it must make the certifications in Category 7 for the Urbanized Area Formula Grants Program, Category 9 for the Fixed Guideway Capital Investment Grants program, and Category 12 for the State of Good Repair Grants program. These certifications are required by 49 U.S.C. § 5323(o).

Making this certification will incorporate the certifications in Categories 7, 9, and 12 by reference.

CATEGORY 14. ALCOHOL AND CONTROLLED SUBSTANCES TESTING.

If the applicant will apply for an award under FTA's Urbanized Area Formula Grants Program (49 U.S.C. § 5307), Fixed Guideway Capital Investment Program (49 U.S.C. § 5309), Formula Grants for Rural Areas Program (49 U.S.C. § 5311), or Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339) programs, the applicant must make the following certification. The applicant must make this certification on its own behalf and on behalf of its subrecipients and contractors. This certification is required by 49 CFR § 655.83.

The applicant certifies that it, its subrecipients, and its contractors are compliant with FTA's regulation for the Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations, 49 CFR Part 655.

CATEGORY 15. RAIL SAFETY TRAINING AND OVERSIGHT.

If the applicant is a State with at least one rail fixed guideway system, or is a State Safety Oversight Agency, or operates a rail fixed guideway system, it must make the following certification. The elements of this certification are required by 49 CFR §§ 672.31 and 674.39.

The applicant certifies that the rail fixed guideway public transportation system and the State Safety Oversight Agency for the State are:

(a) Compliant with the requirements of 49 CFR Part 672, "Public Transportation Safety Certification Training Program"; and
(b) Compliant with the requirements of 49 CFR Part 674, "Sate Safety Oversight".

CATEGORY 16. DEMAND RESPONSIVE SERVICE.

If the applicant operates demand responsive service and will apply for an award to purchase a non-rail vehicle that is not accessible within the meaning of 49 CFR Part 37, it must make the following certification. This certification is required by 49 CFR § 37.77.

The applicant certifies that the service it provides to individuals with disabilities is equivalent to that provided to other persons. A demand responsive system, when viewed in its entirety, is deemed to provide equivalent service if the service available to individuals with disabilities, including individuals who use wheelchairs, is provided in the most integrated setting appropriate to the needs of the individual and is equivalent to the service provided other individuals with respect to the following service characteristics:

(a) Response time;
(b) Fares;
(c) Geographic area of service;
(d) Hours and days of service;

(e) Restrictions or priorities based on trip purpose;
(f) Availability of information and reservation capability; and
(g) Any constraints on capacity or service availability.

CATEGORY 17. INTEREST AND FINANCING COSTS.

*If the applicant will pay for interest or other financing costs of a project using assistance awarded under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), the Fixed Guideway Capital Investment Grants Program (49 U.S.C. § 5309), or any program that must comply with the requirements of 49 U.S.C. § 5307, including the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C. § 5310), "flex funds" from infrastructure programs administered by the Federal Highways Administration (*see *49 U.S.C. § 5334(i)), or awards to urbanized areas under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the following certification. This certification is required by 49 U.S.C. §§ 5307(e)(3) and 5309(k)(2)(D).*

The applicant certifies that:

(a) Its application includes the cost of interest earned and payable on bonds issued by the applicant only to the extent proceeds of the bonds were or will be expended in carrying out the project identified in its application; and
(b) The applicant has shown or will show reasonable diligence in seeking the most favorable financing terms available to the project at the time of borrowing.

CATEGORY 18. CYBERSECURITY CERTIFICATION FOR RAIL ROLLING STOCK AND OPERATIONS.

If the applicant operates a rail fixed guideway public transportation system, it must make this certification. This certification is required by 49 U.S.C. § 5323(v). For information about standards or practices that may apply to a rail fixed guideway public transportation system, visit https://www.nist.gov/cyberframework *and* https://www.cisa.gov/.

The applicant certifies that it has established a process to develop, maintain, and execute a written plan for identifying and reducing cybersecurity risks that complies with the requirements of 49 U.S.C. § 5323(v)(2).

CATEGORY 19. PUBLIC TRANSPORTATION ON INDIAN RESERVATIONS FORMULA AND DISCRETIONARY PROGRAM (TRIBAL TRANSIT PROGRAMS).

Before FTA may provide Federal assistance for an Award financed under either the Public Transportation on Indian Reservations Formula or Discretionary Program authorized under 49 U.S.C. § 5311(c)(1), as amended by the FAST Act, (Tribal Transit Programs), the applicant

must select the Certifications in this Category, except as FTA determines otherwise in writing. Tribal Transit Program applicants may certify to this Category and Category 1 (Certifications and Assurances Required of Every Applicant) and need not make any other certification, to meet Tribal Transit Program certification requirements. If an applicant will apply for any program in addition to the Tribal Transit Program, additional certifications may be required.

FTA has established terms and conditions for Tribal Transit Program grants financed with Federal assistance appropriated or made available under 49 U.S.C. § 5311(c)(1). The applicant certifies that:

(a) It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.

(b) It has or will have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award.

(c) It will maintain its equipment and facilities acquired or improved under its Award, in accordance with its transit asset management plan and consistent with FTA regulations, "Transit Asset Management," 49 CFR Part 625. Its Award will achieve maximum feasible coordination with transportation service financed by other federal sources.

(d) With respect to its procurement system:
   (1) It will have a procurement system that complies with U.S. DOT regulations, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR Part 1201, which incorporates by reference U.S. OMB regulatory guidance, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR Part 200, for Awards made on or after December 26, 2014,
   (2) It will have a procurement system that complies with U.S. DOT regulations, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," 49 CFR Part 18, specifically former 49 CFR § 18.36, for Awards made before December 26, 2014, or
   (3) It will inform FTA promptly if its procurement system does not comply with either of those U.S. DOT regulations.

(e) It will comply with the Certifications, Assurances, and Agreements in:
   (1) Category 4.1 and 4.2 (Charter Service Agreement and School Bus Agreement),
   (2) Category 5 (Transit Asset Management Plan),
   (3) Category 6.1 and 6.2 (Rolling Stock Buy America Reviews and Bus Testing),
   (4) Category 8 (Formula Grants for Rural Areas),
   (5) Category 14 (Alcohol and Controlled Substances Testing), and
   (6) Category 16 (Demand Responsive Service).

CATEGORY 20. EMERGENCY RELIEF PROGRAM.

An applicant to the Public Transportation Emergency Relief Program, 49 U.S.C. § 5324, must make the following certification. The certification is required by 49 U.S.C. § 5324(f) and must be made before the applicant can receive a grant under the Emergency Relief program.

The applicant certifies that the applicant has insurance required under State law for all structures related to the emergency relief program grant application.

FEDERAL FISCAL YEAR 2025 CERTIFICATIONS AND ASSURANCES FOR FTA ASSISTANCE PROGRAMS

(Signature pages alternate to providing Certifications and Assurances in TrAMS.)

Name of Applicant: **Mariposa County Local Transportation Commission**

The Applicant certifies to the applicable provisions of all categories: (*check here*) **X**.

Or,

The Applicant certifies to the applicable provisions of the categories it has selected:

Category		**Certification**
01	Certifications and Assurances Required of Every Applicant	
02	Public Transportation Agency Safety Plans	
03	Tax Liability and Felony Convictions	
04	Private Sector Protections	
05	Transit Asset Management Plan	
06	Rolling Stock Buy America Reviews and Bus Testing	
07	Urbanized Area Formula Grants Program	
08	Formula Grants for Rural Areas	
09	Fixed Guideway Capital Investment Grants and the Expedited Project Delivery for Capital Investment Grants Pilot Program	
10	Grants for Buses and Bus Facilities and Low or No Emission Vehicle Deployment Grant Programs	
11	Enhanced Mobility of Seniors and Individuals with Disabilities Programs	

12	State of Good Repair Grants	
13	Infrastructure Finance Programs	
14	Alcohol and Controlled Substances Testing	
15	Rail Safety Training and Oversight	
16	Demand Responsive Service	
17	Interest and Financing Costs	
18	Cybersecurity Certification for Rail Rolling Stock and Operations	
19	Tribal Transit Programs	
20	Emergency Relief Program	

CERTIFICATIONS AND ASSURANCES SIGNATURE PAGE

AFFIRMATION OF APPLICANT

Name of the Applicant: Mariposa County Local Trasnportation Commission

BY SIGNING BELOW, on behalf of the Applicant, I declare that it has duly authorized me to make these Certifications and Assurances and bind its compliance. Thus, it agrees to comply with all federal laws, regulations, and requirements, follow applicable federal guidance, and comply with the Certifications and Assurances as indicated on the foregoing page applicable to each application its Authorized Representative makes to the Federal Transit Administration (FTA) in the federal fiscal year, irrespective of whether the individual that acted on his or her Applicant's behalf continues to represent it.

The Certifications and Assurances the Applicant selects apply to each Award for which it now seeks, or may seek in the future, of federal assistance to be awarded by FTA during the federal fiscal year.

The Applicant affirms the truthfulness and accuracy of the Certifications and Assurances it has selected in the statements submitted with this document and any other submission made to FTA, and acknowledges that the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 *et seq*., and implementing U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31, apply to any certification, assurance or submission made to FTA. The criminal provisions of 18 U.S.C. § 1001 apply to any certification, assurance, or submission made in connection with a federal public transportation program authorized by 49 U.S.C. chapter 53 or any other statute

In signing this document, I declare under penalties of perjury that the foregoing Certifications and Assurances, and any other statements made by me on behalf of the Applicant are true and accurate.

Signature _____ Date: 7/15/2025

Name Shannon Hansen, Executive Director MCLTC Authorized Representative of Applicant

AFFIRMATION OF APPLICANT'S ATTORNEY

For (Name of Applicant): Mariposa County Local Transportation Commission

As the undersigned Attorney for the above-named Applicant, I hereby affirm the Applicant has the authority under state, local, or tribal government law, as applicable, to make and comply with the Certifications and Assurances as indicated on the foregoing pages. I further affirm that, in my opinion, the Certifications and Assurances have been legally made and constitute legal and binding obligations on it.

I further affirm that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these Certifications and Assurances, or of the performance of its FTA assisted Award.

Signature Date: 7/15/2025

Name Walter W. Wall Attorney for Applicant

Each Applicant for federal assistance to be awarded by FTA must provide an Affirmation of Applicant's Attorney pertaining to the Applicant's legal capacity. The Applicant may enter its electronic signature in lieu of the Attorney's signature within TrAMS, provided the Applicant has on file and uploaded to TrAMS this hard-copy Affirmation, signed by the attorney and dated this federal fiscal year.