



Mariposa County

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MILES MENETREY, CHAIR
WAYNE FORSYTHE, VICE-CHAIR
ROSEMARIE SMALLCOMBE
SHANNON POE
DANETTE TOSO

DISTRICT V
DISTRICT IV
DISTRICT I
DISTRICT II
DISTRICT III

BOARD OF SUPERVISORS ACTION SUMMARY MINUTES OCTOBER 17, 2023

A. 9:00 AM Called to Order

Chair Menetrey called the meeting to order.

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

B. Pledge of Allegiance

Chair Menetrey led the pledge of allegiance.

C. Introductions

Walter Wall/District Attorney, introduced Michael Macafee/Assistance District Attorney, who noted he is happy to be back and is eager to serve the community,

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

Chair Menetrey read the consent agenda notice and noted for the public, one item required a 4/5th vote of the Board. No public comment.

Supervisor Forsythe commented on CA. 16 and called Shannon Hansen/Public Works Director, for clarification. Ms. Hansen noted it is for storm-related damage repairs to local roads such as Lush Meadows, Jerseydale, North County, etc. In response to a question from Supervisor Smallcombe, she noted the Williams contract was for culvert repair. This would be for paving. In response to Supervisor Poe, Ms. Hansen noted that 28% is Federal Emergency Management Agency (FEMA) money, and the remaining is Local Assistance

and Tribal Consistency Funds (LATCF).

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

CA1. Health and Human Services Agency

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County

CA2. Sheriff's Office

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

CA3. Sheriff's Office

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

CA4. Administration

Approve a Microenterprise Grant for Mariposa Wellness Clinic in the Amount of \$10,000; and Authorize the Auditor to Submit Payment

CA5. Administration

Approve Budget Action Recognizing Beginning Fund Balance in the Public Safety Power Shutoff Fund 3462 \$35,248 (4/5's Vote Required)

CA6. Administration

Approve Increasing the Allocation of a Program Specialist Position from 50% Permanent Part-Time to 80% Permanent Part-Time in the Health & Human Services Agency, Public Health Division, Effective Immediately

CA7. Board of Supervisors

Resolution and Tile Plaque Recognizing Maria Swiecki, Upon Her Retirement as Eligibility Worker III in Health and Human Services Agency (Board Chair)

CA8. District Attorney

Adopt a Resolution Authorizing the District Attorney to Sign Any Grant Award Agreement, Amendments and/or Extensions to the County Victim Services Grant (XC) Program Grant (Subject to Approval as to Legal Form by County Counsel)

CA9. District Attorney

Approve a Memorandum of Understanding (MOU), with Mariposa County District Attorney's Office, Mariposa County Health and Human Services Agency, Mariposa County Sheriff's Office, Mariposa County Probation Department and Alliance for Community Transformations, to Address Gaps in Victim Services in Mariposa County; and Authorize the Board of Supervisors Chair to Sign the MOU

CA10. District Attorney

Approve the Submittal of the County Victim Services (XC) Grant Application to Address Gaps in Victim Services in Mariposa County for \$128,919; Approve the Grant Agreement if Awarded; and Authorize the Board of Supervisors Chair to Sign the Grant Agreement (Subject to Approval as to Legal Form by County Counsel)

CA11. Health and Human Services Agency

Approve an Agreement with the California Department of Social Services in the Amount of \$391,295 for Quality Assurance Measures and Case Reviews; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA12. Health and Human Services Agency

Approve an Agreement with Jackson & Coker Locum Tenens, LLC (Jackson & Coker) in the Amount of \$120,000 for Psychiatric Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA13. Health and Human Services Agency

Approve an Agreement with Quest Community Counseling Services in the Amount of \$150,000 for Counseling Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA14. Public Works

Declare the Annual Mariposa Trunk or Treat Event a County Sponsored Event; and Authorize the Public Works Director to Waive the Encroachment Permit Fee of \$188

CA15. Public Works

Declare the Coulterville Trunk or Treat Event as a County Sponsored Event; and Authorize the Public Works Director to Waive the Encroachment Fee of \$188

CA16. Public Works

Approve an Agreement for the Fall 2023 Pavement Resurfacing Project in the Amount Not to Exceed \$2,400,000; Authorize the Public Works and Transportation Director to Award the Agreement to the Lowest Responsive Bidder; and Authorize the Board of Supervisors Chair to Sign the Agreement (Subject to Approval as to Legal Form by County Counsel)

E. Items removed from Consent Agenda

None.

F. Departmental Presentation

Steve Engfer/Planning Director, introduced Ben Goger/Senior Planning, who noted he is excited to continue the work he has begun. Mr. Goger introduced Hannah Harrison/Community Design Development Planner, who noted Phase 4 of the Mariposa Creek Parkway is in the final steps of the special plan. She then gave an update on what the planning department is currently working on. She noted the native planting will begin soon, and they received a few grants for restoration. She noted the Ag Working Lands would be brought back after changes are implemented from events held for feedback. She noted the final should be to the Board in April. She then discussed the Gateway, noting the bid was out.

Dr. Erik Sergienko/County Health Officer/Air Pollution Control Officer, noted tomorrow, he will be releasing the OZONE control plan. The 30-day public comment will end on November 20th and come to the board on November 21st. He noted it exceeds standards due to transported natural oxide species.

Kari Kisela/Chamber of Commerce noted there are a lot of upcoming events. She noted that October 18th is "Support Local Chamber of Commerce Day." She also listed the following events: Wacktoberfest, History Center Poker Run, Cruise Night, Car Show, Sausage and Suds. She also announced ribbon cuttings for Happy Goat and Mariposa Aesthetics. She noted Chocolate Soup would be having its annual holiday business run from November 3rd through the 5th.

Jeremy Briese/Sheriff, gave highlights out of the sheriff's office, noting his staff is getting drugs and crime off the streets. He noted two individuals were arrested for selling/possession and child abuse. He noted there was a second incident, which was a report of trespassing and vandalism; two individuals from Merced visited to conduct criminal activities. Sheriff Briese noted the burglary was interrupted by Sheriff's Deputies, and they seized a large amount of fentanyl as well as loaded syringes with amphetamine. In response to Supervisor Poe, Sheriff Briese noted fentanyl can be in a powder form; it is a synthetic drug that is coming in from China and our southern borders. He noted the black-market pill forms mimic Oxy and other drugs. Dr. Sergienko came up and noted Fentanyl is used in hospitals for pain management, but the kind that is seen on the street is synthetic and deadly.

1. **Clerk of the Board**

Handouts Received During Department Presentations at the October 17th, 2023 Meeting:

G. Public Comment on Non-Agenda Items

Kari Kisela gave the board a history of the Chamber of Commerce, noting that it is the oldest in New York and was formed in 1773. She noted to the public that "your local Chamber of Commerce is working for you."

Jeanne Anne Pine/Master Gardener, noted the area in front of the visitors center would be getting a facelift. The Mater Gardeners and the AmeriCorps will level it and place it in native plants, benches, and walkways.

H. Regular Agenda Items

1. **Administration**

Discussion and Direction Regarding Microenterprise Grant Application in the Amount of \$10,000 for Solid Gold Resource Center

Will Fassett/Grant Analyst gave the staff report and introduced grant applicants Kim Federick Arms and Jeff Blalock, who gave an overview of their business. In response to Supervisor Poe, Ms. Federick Arms noted the

geographical area was primarily the immediate Mariposa area.

Public comment was received by Jonathan Noel/Resident, who noted he is in favor of small businesses and felt this helps benefit a small local business.

Board discussion ensued.

DIRECTION: Staff is to bring forward the grant agreement in the amount of \$10,000 for approval.

RESULT: DIRECTION GIVEN

2. **Clerk of the Board**

Waive the First Reading and Introduce an Ordinance Titled "An Ordinance Amending the Frequency of the Board of Supervisors Meeting from the First Four Tuesdays of Every Month to the First Three Tuesdays of Every Month"

Katherine Slenders/Deputy Clerk of the Board II, gave the staff report. No public comment. Board discussion ensued.

RESULT: **ORDINANCE INTRODUCED**

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

NAYS: District II Supervisor Poe

I. Closed Session

10:06 AM Chair Menetrey read the closed session items. No public comment was received on either closed-session items.

10:07 AM Chair Menetrey recessed the Board into closed session.

1. **Administration**

CLOSED SESSION: Conference with Labor Negotiator of the Mariposa County Managerial/Confidential Organization (MCMCO); and Service Employees International Union (SEIU)

RESULT: CLOSED SESSION HELD

2. **County Counsel**

CLOSED SESSION: Public Employee Employment (Government Code Section 54957 (b) (1): Title: Deputy Sheriff Industrial Disability Retirement Application

RESULT: CLOSED SESSION HELD

J. 2:00 PM Reconvene

Chair Menetrey reconvened and noted Supervisor Smallcombe was not present.

He reported out of closed session that for closed session item, one - information was received and direction was given, and in closed session item two - the Board adopted a resolution to deny the application.

1. Public Works

Receive a presentation from Pacific Gas & Electric (PG&E) regarding Underground Work and Forecasted Work within the County

Shannon Hansen gave the staff report, noting the amount of work Pacific Gas and Electric (PG&E) is doing in the county; they are here to give a presentation.

Nathan Alonzo/PG&E Government Relation Representative, gave a PowerPoint Presentation. He noted he is committed to coming to the Board of Supervisors twice a year to update the Board.

In response to Supervisor Forsythe, Mr. Alonzo noted there will be a project team monitoring the conditions of the temporary road repairs through the winter months and then introduced John Costa/PG&E Leader of Government Affairs who also noted there will be teams out to inspect and he noted if Board members see issues to reach out to Mr. Alonzo. Mr. Alonzo noted that a t-patch would not be a permanent solution. Mr. Costa noted in response to Supervisor Forsythe that direction drilling is costly, and they are using other technology and methods.

In response to Supervisor Poe, Mr. Alonzo explained the transition from underground to homes. Mr. Costa also noted in response to Supervisor Poe that when it comes to private property, they look to the property owner. He noted they will not enter without permission.

In response to Chair Menetrey, Mr. Costa noted that they will restore each section of the road as the project is complete.

Public comment was received by Jacob Hawley/Visitors Center, who noted he is concerned about the project and asked if they will be re-doing private driveways that are affected as well as placing a priority on Oak Fire victims. Mr. Alonzo noted there is a dedicated hotline for Oak Fire victims and if a driveway is torn up, it will be repaired.

Mike Brusa/Resident noted he appreciates that the Board had this item. He noted it is an example of property rights and the County's property rights are being affected by a large organization. He appreciated that the Board realized this was an issue and that they were imposing their power to ensure another organization was doing what they should. He then discussed PG&E and politics.

Jonatha Noel asked if it was possible to have the underground line put underground from the road to his home since they were already digging. He noted he felt it would help with weather conditions. Mr. Costa noted in response to Mr. Noels' question that they stick to the main line and main road. He also noted for the other questions, they will do a follow-up.

Supervisor Forsythe thanked them for their quick response to the Board's concerns. Supervisor Poe thanked them as well and asked if he could receive a template agreement with property owners. Supervisor Toso asked how deep the lines and Mr. Costa are noted between 30-36 inches depending on what else is going on in the ground. He also noted if an individual was digging, they would hit a buffer before hitting the lines.

RESULT: PRESENTATION HELD

K. Board Information

Information received.

L. Adjournment

2:48 PM Chair Menetrey adjourned in memory of Darlene Jane (Williams) McDonald, Rita G. Maczko, and Donn Harter.

Respectfully submitted,

Danielle Bondshu
Clerk of the Board

Miles Menetrey
Chair, Board of Supervisors



MARIPOSA COUNTY

Board of Supervisors



RESOLUTION - ACTION REQUESTED 2023-563

MEETING: October 17, 2023
TO: The Board of Supervisors
FROM: Joe Lynch, Director of Health and Human Services
RE: Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County

RECOMMENDATION AND JUSTIFICATION

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County.

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

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

BACKGROUND AND HISTORY OF BOARD ACTIONS

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

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

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

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

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

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

FINANCIAL IMPACT

None

ATTACHMENTS

None

VOTE RESULT

RESULT: **Adopted (UNANIMOUS)**

MOVER: District IV Supervisor Wayne Forsythe

SECONDER: District II Supervisor Shannon Poe

AYES: District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe



MARIPOSA COUNTY

Board of Supervisors



RESOLUTION - ACTION REQUESTED 2023-564

MEETING: October 17, 2023
TO: The Board of Supervisors
FROM: Jeremy Brieese, Sheriff
RE: Resolution Continuing the Local Emergency Due to the 2022/2023 Meteorological "Atmospheric River" Event

RECOMMENDATION AND JUSTIFICATION

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

BACKGROUND AND HISTORY OF BOARD ACTIONS

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

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

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

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

FINANCIAL IMPACT

None

ATTACHMENTS

None

VOTE RESULT

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



MARIPOSA COUNTY

Board of Supervisors



RESOLUTION - ACTION REQUESTED 2023-565

MEETING: October 17, 2023
TO: The Board of Supervisors
FROM: Jeremy Brieese, Sheriff
RE: Resolution Continuing a Local Emergency Due to Extreme Snowstorms in February and March of 2023

RECOMMENDATION AND JUSTIFICATION

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

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

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

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

BACKGROUND AND HISTORY OF BOARD ACTIONS

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

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

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

FINANCIAL IMPACT

ATTACHMENTS

None

VOTE RESULT

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



MARIPOSA COUNTY

Board of Supervisors



RESOLUTION - ACTION REQUESTED 2023-566

MEETING: October 17, 2023
TO: The Board of Supervisors
FROM: Dallin Kimble, County Administrative Officer
RE: Approve a Microenterprise Grant for Mariposa Wellness Clinic in the Amount of \$10,000; and Authorize the Auditor to Submit Payment

RECOMMENDATION AND JUSTIFICATION

Approve a Microenterprise Grant for Mariposa Wellness Clinic in the Amount of \$10,000; and Authorize the Auditor to Submit Payment.

Pursuant to the Board Discussion on September 19, 2023, staff is seeking approval of a microenterprise grant application received from Mariposa Wellness Clinic. The Board directed staff to submit a request for approval of a \$10,000 grant.

Mariposa Wellness Clinic aims to provide comprehensive healthcare services with an emphasis on functional medicine, bioidentical hormone replacement therapy (BHRT), and therapeutic peptides to optimize health and wellbeing. By combining evidence-based medicine, cutting-edge treatments, and personalized care, Mariposa Wellness Clinic will offer patients a holistic approach to address unique health concerns. The target market includes individuals seeking a proactive and preventive approach to healthcare, as well as those struggling with chronic health issues. Mariposa Wellness Clinic is requesting a \$10,000 grant to purchase inventory and equipment, to conduct repairs on their new offices, and begin marketing.

The Microenterprise Loan Program guidelines, adopted on November 1, 2022, include a provision allowing for \$10,000 grants. Per the guidelines, a grant cannot be used in combination with a loan.

BACKGROUND AND HISTORY OF BOARD ACTIONS

On September 19, 2023, the Board of Supervisors discussed Mariposa Wellness Clinic's grant application for \$10,000 and directed staff to submit a request for approval.

On October 11, 2022, the Board of Supervisors discussed the options for Business Assistance and Microenterprise loans and directed staff to proceed on a case-by-case basis.

On May 19, 2020, the Board of Supervisors adopted Resolution 2022-68 approving the application of a CDBG grant for a business assistance and microenterprise loan program. The application was awarded on October 21, 2020.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

The business would not receive funds to assist with launching their business.

FINANCIAL IMPACT

If approved, there would be no impact on the General Fund. The County received a \$250,000 CDBG grant to fund the Micro Enterprise Loan Program.

ATTACHMENTS

- 1. Award Letter - Mariposa Wellness Clinic**

VOTE RESULT

RESULT: **Adopted (UNANIMOUS)**

MOVER: District IV Supervisor Wayne Forsythe

SECONDER: District II Supervisor Shannon Poe

AYES: District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

Mariposa County

DALLIN KIMBLE

County Administrative Officer



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Mariposa, CA 95338
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www.mariposacounty.org

October 10, 2023

Hannah Fouch
DBA: Mariposa Wellness Clinic
5074 Jones Street
Mariposa CA 95338

Dear Ms. Fouch,

RE: Micro Enterprise Grant Award

Mariposa County is pleased to offer you a \$10,000 grant award from the Micro Enterprise Loan Program, a component of the Community Development Block Grant (CDBG) from the California Department of Housing and Community Development. As part of the loan program, \$10,000 grants can be awarded to approved applicants.

On Tuesday, September 19, 2023, the Mariposa County Board of Supervisors directed staff to prepare an item to approve a \$10,000 Micro Enterprise grant to Mariposa Wellness Clinic. This letter constitutes notice of the award of Mariposa County Micro Enterprise funds. Upon final approval by the Board of Supervisors, staff will set up an online Supplier Account with Mariposa County. This will allow you to receive your grant funding by direct deposit.

Congratulations on your successful application. On behalf of Mariposa County and the Economic Development Corporation of Mariposa County, we hope these funds will help launch your business and thrive in the years to come.

For further information, please contact Will Fassett at wfassett@mariposacounty.org or (209) 742-1246 and Lynn Mattos at lmattos@mariposacounty.org or (209) 742-1230. Mariposa County looks forward to working with you to promote the future success of your business.

Sincerely,

Dallin Kimble, County Administrative Officer
County of Mariposa



MARIPOSA COUNTY

Board of Supervisors



RESOLUTION - ACTION REQUESTED 2023-567

MEETING: October 17, 2023
TO: The Board of Supervisors
FROM: Dallin Kimble, County Administrative Officer
RE: Approve Budget Action Recognizing Beginning Fund Balance in the Public Safety Power Shutoff Fund 3462 \$35,248 (4/5's Vote Required)

RECOMMENDATION AND JUSTIFICATION

Approve Budget Action Recognizing Beginning Fund Balance in the Public Safety Power Shutoff Fund 3462 \$35,248 (4/5's Vote Required).

The Sheriff's department was awarded a grant in Fiscal Year 2020 for backup generator capacity for public buildings. A beginning fund balance remains in the fund, but was not recognized during the budgeting process for FY24. This budget action recognizes those funds, so that they can be used to install a backup generator for the new Technical Services team offices, so that they can continue to support county operations in the event of a power disruption. The Technical Services offices are moving out of their current location, which has backup generator capacity, because the Sheriff's office is expanding and the space is needed for their operations. The cost of the backup generator will be fully covered by the beginning fund balance.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board approves budget adjustments routinely.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve and a backup generator will not be installed at the Technical Services offices.

FINANCIAL IMPACT

No impact to the general fund.

ATTACHMENTS

1. 216 Public Safety Power Shutoff

VOTE RESULT

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



MARIPOSA COUNTY

Board of Supervisors



RESOLUTION - ACTION REQUESTED 2023-568

MEETING: October 17, 2023
TO: The Board of Supervisors
FROM: Dallin Kimble, County Administrative Officer
RE: Approve Increasing the Allocation of a Program Specialist Position from 50% Permanent Part-Time to 80% Permanent Part-Time in the Health & Human Services Agency, Public Health Division, Effective Immediately

RECOMMENDATION AND JUSTIFICATION

Approve Increasing the Allocation of a Program Specialist Position from 50% Permanent Part-Time to 80% Permanent Part-Time in the Health & Human Services Agency, Public Health Division, Effective Immediately.

BACKGROUND AND HISTORY OF BOARD ACTIONS

Changes to the employee allocation schedule require Board approval. The Board has approved allocation changes that will ultimately increase the level and quality of services provided to the County.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If action is not approved as recommended, existing staff will have to perform and oversee the duties to the best of their ability.

FINANCIAL IMPACT

There are sufficient funds to cover this increase with Public Health's Air Pollution Grants.

ATTACHMENTS

None

VOTE RESULT

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



MARIPOSA COUNTY

Board of Supervisors



RESOLUTION - ACTION REQUESTED 2023-562

MEETING: October 17, 2023
TO: The Board of Supervisors
FROM: Miles Menetrey, District V Supervisor
RE: Resolution and Tile Plaque Recognizing Maria Swiecki, Upon Her Retirement as Eligibility Worker III in Health and Human Services Agency (Board Chair)

RECOMMENDATION AND JUSTIFICATION

Resolution and Tile Plaque Recognizing Maria Swiecki, Upon Her Retirement as Eligibility Worker III in Health and Human Services Agency (Board Chair)

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board of Supervisors typically recognizes retiring department directors with 6 or more years of service.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Miss the opportunity to recognize an employee upon their retirement.

FINANCIAL IMPACT

ATTACHMENTS

1. Maria Swiecki

MARIPOSA COUNTY RESOLUTION NUMBER 2023-

A RESOLUTION RECOGNIZING MARIA SWIECKI FOR OUTSTANDING SERVICE TO THE COUNTY OF MARIPOSA

WHEREAS Maria Swiecki, has been a loyal employee of Mariposa County for over 17 years beginning on December of 2005 as an Extra-Help Office Assistant II. She was promoted to Eligibility Worker I in March of 2006 and advanced to Eligibility Worker II in 2007. In February of 2012 **Maria** promoted to Eligibility Worker III and accepted an interim assignment as an Eligibility Supervisor from July 2016 to September 2017. Maria finished her career as an Eligibility Worker III on August 31, 2023.

WHEREAS Maria, has supported and helped her team members grow in her 17 years of dedicated service. No matter the question, the time of day or how busy she was with her own work, Maria always took the time to help staff members who needed her guidance; and

WHEREAS Maria, will always be known for her outgoing, bubbly personality that radiated throughout the building; and

WHEREAS Maria, never forgot her co-workers during Eligibility Appreciation month and was always known for creating a personalized poem that reflected their individual strengths; and

WHEREAS Maria, was involved with many agency committees, including the Agency Morale committee that strived to bring happiness, appreciation and value to staff; and

WHEREAS throughout her career, **Maria** took great pride in becoming an expert in the Foster Care program and helped support countless youth during their journeys through what could be a challenging system;

NOW, THEREFORE BE IT RESOLVED by the Board of Supervisors of Mariposa County, a political subdivision of the State of California, that **Maria Swiecki** is hereby recognized for his dedication and outstanding service to Mariposa County as we extend our best wishes for continued success, and happiness in the years to come.

PASSED AND ADOPTED by the Mariposa County Board of Supervisors this 10th day of October 2023, by unanimous vote.

ROSEMARIE SMALLCOMBE, District I Supervisor

WAYNE FORSYTHE, District IV Supervisor

SHANNON POE, District II Supervisor

MILES MENETREY, District V Supervisor

DANETTE TOSO, District III Supervisor



MARIPOSA COUNTY

Board of Supervisors



RESOLUTION - ACTION REQUESTED 2023-569

MEETING: October 17, 2023
TO: The Board of Supervisors
FROM: Walter Wall, District Attorney
RE: Adopt a Resolution Authorizing the District Attorney to Sign Any Grant Award Agreement, Amendments and/or Extensions to the County Victim Services Grant (XC) Program Grant (Subject to Approval as to Legal Form by County Counsel)

RECOMMENDATION AND JUSTIFICATION

Adopt a Resolution Authorizing the District Attorney to Sign Any Grant Award Agreement, Amendments and/or Extensions to the County Victim Services Grant (XC) Program. (Subject to Approval as to Legal Form by County Counsel)

All CalOES subrecipients are required to obtain written authorization from the governing board that the official executing the agreement is, in fact, authorized to do so (SRH 1350). That authorization must also allow the executing official to authorize any grant applications, amendments, extensions, etc. For example, if the California Office of Emergency Services notified grant recipients of increases in funding, which would require an amendment to reflect how the funds would be expended. Any amendments that would potentially impact the County General Fund would be brought before the Board for approval.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board has approved other grants submitted by the District Attorney's Office, including the Victim Witness Program, for the past 31 years. Additionally, the Board has historically approved the District Attorney to have the Authority to enter into agreements, amendments and any extensions for the Victim Witness Services Assistance Grant Application in Resolution No. 2023-262 and is slated to review the County Victim Services Grant (XC) Program Request for Application.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If the Board chooses not to approve official delegation signature authorization to the District Attorney, it will have a negative impact on the Victim Witness Program's ability to comply with CalOES requirements and the possibility of funding for this program would be in jeopardy.

FINANCIAL IMPACT

No financial impact.

ATTACHMENTS

1. XC Grant Resolution 2024

VOTE RESULT

RESULT: **Adopted (UNANIMOUS)**

MOVER: District IV Supervisor Wayne Forsythe

SECONDER: District II Supervisor Shannon Poe

AYES: District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

MARIPOSA COUNTY RESOLUTION NO. _____

Adopt a Resolution Authorizing the District Attorney to Sign Any Amendments and Extensions to the 2024 County Victim Services Grant (XC) Program.

WHEREAS, The California Office of Emergency Services has released a request for application for the County Victim Services Grant (XC) Program; and

WHEREAS, The Victims of Crime Act (VOCA) Victim Assistance Formula Grant Program and the California State Penalty Fund support eligible victim assistance programs; and

WHEREAS, The Mariposa County District Attorney's Office submitted an application to the California Office of Emergency Services for the County Victim Services Grant (XC) Program; and

WHEREAS, The Mariposa County District Attorney's Office Victim/Witness Assistance Program staff will be dedicated to serving victims and their families; and

NOW THEREFORE BE IT FURTHER RESOLVED THAT, that the Mariposa County Board of Supervisors authorizes submittal of grant applications to the California Office of Emergency Services Victim/Witness Assistance (VW) Program in the amount of \$128,919 to run January 01, 2024 through December 31, 2024; and

NOW THEREFORE BE IT FURTHER RESOLVED THAT, that the District Attorney is hereby authorized to execute in the name of the County of Mariposa all necessary applications, contracts, agreements, payment requests, amendments and extension for the purposes of securing grant funds and to implement and carry out the purposes specified in the grant applications.

PASSED AND ADOPTED by the Board of Supervisors of the County of Mariposa by Motion of, Seconded by, at a regular meeting on October 17, 2023, by the following VOTE:

AYES:

NOES:

ABSENT:

ABSTAINED:

ATTEST:

APPROVED AS TO FORM:

Miles Menetrey, Chairman

Steven W. Dahlem, County Counsel

Danielle Bondshu, Clerk of the Board



MARIPOSA COUNTY

Board of Supervisors



RESOLUTION - ACTION REQUESTED 2023-570

MEETING: October 17, 2023

TO: The Board of Supervisors

FROM: Walter Wall, District Attorney

RE: Approve a Memorandum of Understanding (MOU), with Mariposa County District Attorney's Office, Mariposa County Health and Human Services Agency, Mariposa County Sheriff's Office, Mariposa County Probation Department and Alliance for Community Transformations, to Address Gaps in Victim Services in Mariposa County; and Authorize the Board of Supervisors Chair to Sign the MOU

RECOMMENDATION AND JUSTIFICATION

Approve a Memorandum of Understanding (MOU), with Mariposa County District Attorney's Office, Mariposa County Health and Human Services Agency, Mariposa County Sheriff's Office, Mariposa County Probation Department and Alliance for Community Transformations, to Address Gaps in Victim Services in Mariposa County; and Authorize the Board of Supervisors Chair to Sign the MOU

Mariposa County Health and Human Services Agency, Mariposa County Probation Department, Mariposa County Sheriff's Office and the Alliance for Community Transformations have worked together since the implementation of the County Victim Services Grant was implemented in 2016. This MOU updates and replaces a previously signed and approved MOU that ran from January 1st, 2023 through December 31st, 2023. This MOU runs from January 1st, 2024 through December 31st, 2024.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board has approved MOU's in the past for multiple county departments and community agencies and typically approves contracts and MOU's of this nature based on the fact that there are no local resources to facilitate the services within the county. The Board approved the previous MOU between these entities in Resolution No. 2021- 506.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If not approved Mariposa County District Attorney's Office and other entities will be unable to move forward with the collaborative work as outlined in the MOU.

FINANCIAL IMPACT

There will be no financial .

ATTACHMENTS

1. MOU- XC duration through December 31st, 2024-Updated 9.29.23

VOTE RESULT

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



OFFICE OF THE DISTRICT ATTORNEY COUNTY OF MARIPOSA

WALTER W. WALL, District Attorney
Seek the Truth, Protect our Community, Deliver Justice

MEMORANDUM OF UNDERSTANDING BETWEEN

Mariposa County District Attorney's Office
AND
Mariposa County Health and Human Services Agency
AND
Mariposa County Sheriff's Office
AND
Mariposa County Probation Department
AND
Alliance for Community Transformations

This Memorandum of Understanding (MOU) stands as evidence that the aforementioned agencies intend to work together toward the mutual goal of addressing the gaps in victim services in Mariposa County. All agencies believe that the implementation of this MOU, as described herein, will further this goal. To this end, each agency agrees to participate in coordinating/providing the following services throughout the duration of the California Office of Emergency Services Victim Services (XC) Program Grant.

Mariposa County District Attorney's Office agrees to:

- Fund a Victim Witness Advocate at 1 FTE to travel as needed to the northern part of Mariposa County and to provide Victim Witness Services to all victims of crime in Mariposa County
- Provide resources for transportation for victims and witnesses of crime in Mariposa County. Providing transportation resources for medical appointments, mental health appointments, and other crime-related transportation needs the victim or witness may have.
- Refer victims of crime to services in Mariposa County, including the Sheriff's Office, the Probation Department, and programs under the Alliance for Community Transformations umbrella.
- Refer victims in need of mental health services to appropriate resources within the Mariposa County Department of Health and Human Services.
- Convene steering committee meetings to ensure that community partners are aware of the resources and available services for victims of crime.
- Enter into sub-award agreements with the following entity for the period of January 1, 2024-December 31, 2024 with:
 - The Mariposa County Health and Human Services Agency to provide office space for North County Victim Witness Services.

CalOES Operation Agreement-Victim Services Program

Mariposa County Health and Human Services agrees to:

- Provide office space in the Coulterville Human Services building, as needed as an in-kind service.
- Refer victims of crime to the Mariposa County District Attorney's Office for resources and assistance through the criminal justice process and/or the California Victim Compensation Board Application.
- Refer victims of crime to the Victim Witness Program for assistance with transportation.
- Attend steering committee meetings to ensure the progress on the grant and confer to update the committee on any new resources/opportunities for victims of crime in Mariposa County.

Mariposa County Sheriff's Office agrees to:

- Refer victims of crime to the Mariposa County District Attorney's Office for resources and assistance through the criminal justice process and/or the California Victim Compensation Board Application.
- Refer victims of crime to the Victim Witness Program for assistance with transportation.
- Attend steering committee meetings to ensure the progress on the grant and confer to update the committee on any new resources/opportunities for victims of crime in Mariposa County.

Mariposa County Probation Department agrees to:

- Refer victims of crime to the Mariposa County District Attorney's Office for resources and assistance through the criminal justice process and/or the California Victim Compensation Board Application.
- Refer victims of crime to the Victim Witness Program for assistance with transportation.
- Attend steering committee meetings to ensure the progress on the grant and confer to update the committee on any new resources/opportunities for victims of crime in Mariposa County.

Alliance for Community Transformations agrees to:

- Refer victims of crime to the Mariposa County District Attorney's Office for resources and assistance through the criminal justice process and/or the California Victim Compensation Board Application.
- Refer victims of crime to the Victim Witness Program for assistance with transportation.
- Attend steering committee meetings to ensure the progress on the grant and confer to update the committee on any new resources/opportunities for victims of crime in Mariposa County.

We, the undersigned, as authorized representatives of the abovementioned agencies do hereby approve this MOU for the period of January 1, 2024 through December 31, 2024.

CalOES Operation Agreement-Victim Services Program

Mariposa County District Attorney's Office

Signature

Printed Name

**Mariposa County Health and
Human Services Agency**

Signature

Printed Name

Mariposa County Sheriff's Office

Signature

Printed Name

**Mariposa County Probation
Department**

Signature

Printed Name

Alliance for Community Transformations

Signature

Printed Name

Mariposa County Board of Supervisors

Signature

MILES MENETREY, CHAIR

APPROVED AS TO FORM:

STEVEN. W. DAHLEM
County Counsel



MARIPOSA COUNTY

Board of Supervisors



RESOLUTION - ACTION REQUESTED 2023-571

MEETING: October 17, 2023

TO: The Board of Supervisors

FROM: Walter Wall, District Attorney

RE: Approve the Submittal of the County Victim Services (XC) Grant Application to Address Gaps in Victim Services in Mariposa County for \$128,919; Approve the Grant Agreement if Awarded; and Authorize the Board of Supervisors Chair to Sign the Grant Agreement (Subject to Approval as to Legal Form by County Counsel)

RECOMMENDATION AND JUSTIFICATION

Approve the Submittal of the County Victim Services (XC) Grant Application to Address Gaps in Victim Services in Mariposa County for \$128,919; Approve the Grant Agreement if Awarded; and Authorize the Board of Supervisors Chair to Sign the Grant Agreement (Subject to Approval as to Legal Form by County Counsel).

The County Victim Services (XC) Program grant commences January 01, 2024, and runs through December 31, 2024, and provides the District Attorney's Office with funding for services to victims and witnesses of crime. The Victim Witness Assistance Program is a year-to-year grant, in which recipients are required to reapply each year. With the approval of the current application and upon approval by CalOES, this will be the District Attorney's 6th year of funding for the Victim Witness Assistance Program.

This program funds 10% of the Victim Witness Coordinator position, a 100% Victim Witness Advocate, and a 20% Victim Witness Advocate. The District Attorney's Victim Witness Program is primarily funded by State and Federal funds.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board has approved other grants submitted by the District Attorney's Office including the Victim Witness Program for the past 31 years.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If the Board chooses to not approve the application it will have a negative impact on the Victim Witness Program's ability to provide assistance to victims and witnesses of crime within Mariposa County.

FINANCIAL IMPACT

No financial impact

ATTACHMENTS

1. Scan of XC RFA 23

VOTE RESULT

RESULT: **Adopted (UNANIMOUS)**

MOVER: District IV Supervisor Wayne Forsythe

SECONDER: District II Supervisor Shannon Poe

AYES: District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe



Request For Application Cover Sheet

County Victim Services (XC) PROGRAM

Submitted by:
Mariposa County District Attorney's Office
5085 Bullion Street
Post Office Box 730
Mariposa, California 95338
Office: (209)742-7441

Cal OES #		FIPS #		VS#		Subaward #	
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CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES

GRANT SUBAWARD FACE SHEET

The California Governor's Office of Emergency Services (Cal OES) hereby makes a Grant Subaward of funds to the following:

1. Subrecipient: County of Mariposa 1a. UEI#: PNG4LUYEKK53

2. Implementing Agency: Mariposa County District Attorney's Office 2a. UEI#: _____

3. Implementing Agency Address: 5085 Bullion Street Mariposa 95338-0730
(Street) (City) (Zip+4)

4. Location of Project: Mariposa Mariposa 95338-0730
(City) (County) (Zip+4)

5. Disaster/Program Title: XC - County Victim Services Program 6. Performance/
Budget Period: 1/1/2024 to 12/31/2024
(Start Date) (End Date)

7. Indirect Cost Rate: N/A Federally Approved ICR (if applicable): _____ %

Item Number	Grant Year	Fund Source	A. State	B. Federal	C. Total	D. Cash Match	E. In-Kind Match	F. Total Match	G. Total Cost
8.	2023	VOCA		\$128,919					\$128,919
9.	Select	Select							
10.	Select	Select							
11.	Select	Select							
12.	Select	Select							
Total	Project	Cost		\$128,919	\$128,919				\$128,919

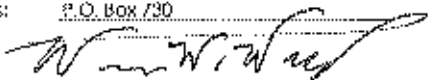
13. **Certification** - This Grant Subaward consists of this title page, the application for the grant, which is attached and made a part hereof, and the Assurances/Certifications. I hereby certify I am vested with the authority to enter into this Grant Subaward, and have the approval of the City/County Financial Officer, City Manager, County Administrator, Governing Board Chair, or other Approving Body. The Subrecipient certifies that all funds received pursuant to this agreement will be spent exclusively on the purposes specified in the Grant Subaward. The Subrecipient accepts this Grant Subaward and agrees to administer the grant project in accordance with the Grant Subaward as well as all applicable state and federal laws, audit requirements, federal program guidelines, and Cal OES policy and program guidance. The Subrecipient further agrees that the allocation of funds may be contingent on the enactment of the State Budget.

14. **CA Public Records Act** - Grant applications are subject to the California Public Records Act, Government Code section 6250 et seq. Do not put any personally identifiable information or private information on this application. If you believe that any of the information you are putting on this application is exempt from the Public Records Act, please attach a statement that indicates what portions of the application and the basis for the exemption. Your statement that the information is not subject to the Public Records Act will not guarantee that the information will not be disclosed.

15. **Official Authorized to Sign for Subrecipient:**

Name: Walter W. Wall Title: Mariposa County District Attorney

Payment Mailing Address: P.O. Box 730 City: Mariposa Zip Code+4: 95338-0730

Signature:  Date: _____

16. Federal Employer ID Number: 770068152

(FOR Cal OES USE ONLY)

I hereby certify upon my personal knowledge that budgeted funds are available for the period and purposes of this expenditure stated above.

(Cal OES Fiscal Officer)

(Date)

(Cal OES Director or Designee)

(Date)



Grant Subaward Contact Information

Grant Subaward #: XC23 06 0220

Subrecipient: County of Mariposa/Mariposa County District Attorney's Office

1. **Grant Subaward Director:**

Name: Walter W. Wall Title: Mariposa County District Attorney
Telephone #: (209)966-3626 Email Address: wwall@mariposacounty.org
Address/City/ Zip Code (9-digit): 5085 Bullion Street- P.O. Box 730, Mariposa, California 95338-0730

2. **Financial Officer:**

Name: Luis Mercado Title: Mariposa County Auditor
Telephone #: (209)966-7606 Email Address: lmercado@mariposacounty.org
Address/City/ Zip Code (9-digit): 4982 10th Street- P.O. Box 729, Mariposa, California 95338-0729

3. **Programmatic Point of Contact:**

Name: Jessica Minnaugh Title: Victim Witness Supervisor
Telephone #: (209)742-7441 Email Address: jminnaugh@mariposacounty.org
Address/City/ Zip Code (9-digit): 5085 Bullion Street - P.O. Box 730, Mariposa, California 95338-0730

4. **Financial Point of Contact:**

Name: Jessica Minnaugh Title: Victim Witness Supervisor
Telephone #: (209)742-7441 Email Address: jminnaugh@mariposacounty.org
Address/City/ Zip Code (9-digit): 5085 Bullion Street- P.O. Box 730, Mariposa, California 95338-0730

5. **Executive Director** of a Non-Governmental Organization or the **Chief Executive Officer** (i.e., chief of police, superintendent of schools) of the implementing agency:

Name: Dallin Kimble Title: Mariposa County Administrative Officer
Telephone #: (209)966-3222 Email Address: dkimble@mariposacounty.org
Address/City/ Zip Code (9-digit): 5100 Bullion Street - Post Office Box 784, Mariposa, California 95338-0784

6. **Official Designee**, as stated in Section 15 of the Grant Subaward Face Sheet:

Name: Walter W. Wall Title: Mariposa County District Attorney
Telephone #: (209)966-3626 Email Address: wwall@mariposacounty.org
Address/City/ Zip Code (9-digit): 5085 Bullion Street- P.O. Box 730, Mariposa, California 95338-0730

7. **Chair** of the **Governing Body** of the Subrecipient:

Name: Miles Menetrey Title: Chair, Mariposa County Board of Supervisors
Telephone #: (209)966-3222 Email Address: mmenetrey@mariposacounty.org
Address/City/ Zip Code (9-digit): 5100 Bullion Street - Post Office Box 784, Mariposa, California 95338-0784



Cal OES
GOVERNOR'S OFFICE
OF EMERGENCY SERVICES

Grant Subaward Signature Authorization

Grant Subaward #: XC23 06 0220

Subrecipient: Mariposa County

Implementing Agency: Mariposa County District Attorney's Office

The **Grant Subaward Director** and **Financial Officer** are **REQUIRED** to sign this form.

Grant Subaward Director:

Printed Name: Walter W. Wall

Signature: [Handwritten Signature]

Date: _____

Financial Officer:

Printed Name: Luis Mercado

Signature: _____

Date: _____

The following persons are authorized to sign for the **Grant Subaward Director**:

Signature: [Handwritten Signature]

Printed Name: Jessica Minhaugh

Signature: [Handwritten Signature]

Printed Name: Catherine Chase

Signature: _____

Printed Name: _____

Signature: _____

Printed Name: _____

Signature: _____

Printed Name: _____

The following persons are authorized to sign for the **Financial Officer**:

Signature: _____

Printed Name: Rebecca Ramirez

Signature: _____

Printed Name: _____

Signature: _____

Printed Name: _____

Signature: _____

Printed Name: _____

Signature: _____

Printed Name: _____



Grant Subaward Certification of Assurance of Compliance

Subrecipient: County of Mariposa

	Cal OES Program Name	Grant Subaward #:	Grant Subaward Performance Period
1	County Victim Services (XC) Program	XC23 06 0220	01/01/2024- 12/31/2024
2			
3			
4			
5			
6			

I, Walter W. Wall (Official Designee; same person as Section 15 of the Grant Subaward Face Sheet) hereby certify that the above Subrecipient is responsible for reviewing the Subrecipient Handbook (SRH) and adhering to all of the Grant Subaward requirements as directed by Cal OES including, but not limited to, the following areas:

I. Proof of Authority – SRH 1.055

The Subrecipient certifies they have written authority by the governing board (e.g., County Board of Supervisors, City Council, or Governing Board) granting authority for the Subrecipient/Official Designee (see Section 3.030) to enter into a specific Grant Subaward (indicated by the Cal OES Program name and initial Grant Subaward performance period) and applicable Grant Subaward Amendments with Cal OES. The authorization includes naming of an Official Designee (e.g., Executive Director, District Attorney, Police Chief) for the agency/organization who is granted permission to sign Grant Subaward documents on behalf of the Subrecipient. Written proof of authority includes one of the following: signed Board Resolution or approved Board Meeting minutes.

II. Civil Rights Compliance – SRH Section 2.020

The Subrecipient acknowledges awareness of, and the responsibility to comply with all state and federal civil rights laws. The Subrecipient certifies it will not discriminate in the delivery of services or benefits based on any protected class and will comply with all requirements of this section of the SRH.

III. Equal Employment Opportunity – SRH Section 2.025

The Subrecipient certifies it will promote Equal Employment Opportunity by prohibiting discrimination or harassment in employment because of any status protected by state or federal law and will comply with all requirements of this section of the SRH.

**Cal OES**GOVERNOR'S OFFICE
OF EMERGENCY SERVICES**IV. Drug-Free Workplace Act of 1990 – SRH Section 2.030**

The Subrecipient certifies it will comply with the Drug-Free Workplace Act of 1990 and all other requirements of this section of the SRH.

V. California Environmental Quality Act (CEQA) – SRH Section 2.035

The Subrecipient certifies that, if the activities of the Grant Subaward meet the definition of a "project" pursuant to the CEQA, Section 20165, it will comply with all requirements of CEQA and this section of the SRH.

VI. Lobbying – SRH Sections 2.040 and 4.105

The Subrecipient certifies it will not use Grant Subaward funds, property, or funded positions for any lobbying activities and will comply with all requirements of this section of the SRH.

All appropriate documentation must be maintained on file by the Subrecipient and available for Cal OES upon request. Failure to comply with these requirements may result in suspension of payments under the Grant Subaward(s), termination of the Grant Subaward(s), and/or ineligibility for future Grant Subawards if Cal OES determines that any of the following has occurred: (1) the Subrecipient has made false certification, or (2) the Subrecipient violated the certification by failing to carry out the requirements as noted above.

CERTIFICATION

I, the official named below, am the same individual authorized to sign the Grant Subaward [Section 15 on Grant Subaward Face Sheet], and hereby affirm that I am duly authorized legally to bind the Subrecipient to the above-described certification. I am fully aware that this certification, executed on the date, is made under penalty of perjury under the laws of the State of California.

Official Designee's Signature: _____

Official Designee's Typed Name: Walter W. Wall

Official Designee's Title: Mariposa County District Attorney

Date Executed: _____

AUTHORIZED BY:

I grant authority for the Subrecipient/Official Designee to enter into the specific Grant Subaward(s) (indicated by the Cal OES Program name and initial Grant Subaward performance period identified above) and applicable Grant Subaward Amendments with Cal OES.

☐ City Financial Officer☐ County Financial Officer☐ City Manager☐ County Manager☒ Governing Board Chair

Signature: _____

Typed Name: Miles Menetrey

Title: Chair, Mariposa Board of Supervisors

Date Executed: _____

**Grant Subaward Budget Pages**
Single Fund Source

Subrecipient: Mariposa County	Grant Subaward #: XC23 06 0220
A. Personnel Costs - Line-item description and calculation	Total Amount Allocated
<u>.10 FTE VICTIM WITNESS SERVICES SUPERVISOR</u>	
\$6,053/ MONTH X 12 MONTHS (\$72,646) X .10 (FTE)= \$7,264.60	\$7,265
Benefits: Salary at .10 FTE (\$7,264.60)X .35 =\$2,542.75 only claiming (\$2,542)	\$2,542
<u>1 FTE VICTIM WITNESS ADVOCATE</u>	
\$3,960.33/MONTH X 12 MONTHS = (\$47,524)	\$47,524
Benefits: Salary \$47,524 X .35= (\$16,633.40) only claiming (\$16,460)	\$16,460
<u>.80 FTE VICTIM WITNESS ADVOCATE</u>	
\$3,591.58/MONTH X 12 MONTHS (\$43,099) X .80 (FTE)= (\$31,035)	\$31,035
Benefits: Salary at .80 FTE (\$43,099) X .51 = \$15, 827.85 only claiming (\$15,809)	\$15,809
<u>OVERTIME</u>	
Average of \$23/hour x 100 Hours = \$2,300	\$2,300
Benefits: Include Medical, Life Insurance, State Disability Insurance,	
Retirement, Longevity Pay, Worker's Compensation	

**Cal OES**GOVERNOR'S OFFICE
OF EMERGENCY SERVICES**Grant Subaward Budget Pages**
Single Fund Source

Subrecipient: Mariposa County	Grant Subaward #: XC23 06 0220
B. Operating Costs - Line-item description and calculation	Total Amount Allocated
Office Supplies Paper, Pens, postage, envelopes, business cards, ink, thumbdrives, toner- \$498.67 month x 12 months = \$ 5,984.04	\$5,984
OPERATING COSTS CATEGORY TOTAL	\$5,984





Grant Subaward Budget Narrative

Grant Subaward #: XC23 06 0220

Subrecipient: County of Mariposa

Budget Narrative

The Mariposa County District Attorney's Office Victim Witness Program strives to expend funds in accordance with all rules and regulations set forth in the Grant Recipient Handbook. The personnel and operating costs have been developed to support the goals and objectives of the program and provide the most in direct services to our victims and witnesses of crime in Mariposa County. We make every effort to keep indirect costs at a minimum. The Victim Witness Program includes a Victim Witness Supervisor (.10 FTE), a Victim Witness Advocate (1 FTE), Victim Witness Advocate (.80 FTE).

A. Personal Services – Salaries/Employee Benefits:

VICTIM WITNESS SUPERVISOR (.10 FTE):

Annual Salary: \$72,646 at 10% = **\$7,265** Annual Benefits at 10%: **\$2,542**

The Supervisor has been employed with the Mariposa County District Attorney's Office for a total of nine years. The Supervisor has two years of Victim Service Advocate position experience and has been the Supervisor for over seven years. She has the entry-level certificate, Victim Witness Coordinator training certificate, the Child Forensic Interview techniques training certificate and numerous other crime-specific certificates, and training hours. She is also a certified Courthouse Facility Dog Handler for our Courthouse Facility K9 Ellie. She has a bachelor's degree in Sociology and a master's degree in Forensic Psychology with an emphasis in Victimology.



Grant Subaward Budget Narrative

Grant Subaward #: XC23 06 0220

Subrecipient: County of Mariposa

The Supervisor manages the Victim Witness Services Program. The Supervisor is responsible for program and grant oversight to ensure all goals for the program are met as well as the day-to-day fiscal management of the grant. The Supervisor will collect and track data, ensure goals and objectives of the program are carried out properly in a timely manner, communicate with CalOES, and complete quarterly and annual reports. The Supervisor will also review and assign cases to Victim Witness Advocates and assist with providing advocacy and services to victims of crime.

The Supervisor's salary is based on Mariposa County's Human Resources Policies and Procedures. The County's benefit package includes Social Security, Medicare, Administrative Health Fee, Dental, Vision, Employer Paid Health, Retire-Employer-Misc., Retire-EPMC-Misc., Retire-Employee, Retire-EPMC-, Employer Member Ret, Life Insurance, SDI, and Deferred Compensation-Cash Benefit.

Victim Witness Coordinator's 10% Salary and Benefits total: **\$9,807**

VICTIM WITNESS ADVOCATE- (1 FTE):

Annual Salary: **\$47,524**

Annual Benefits: **\$16,460**

This position is a specialized position within the victim services; the position has been filled by an advocate who has a bachelor's degree in Forensic Behavioral Sciences and is current working on her Master of Social Work degree.



Grant Subaward Budget Narrative

Grant Subaward #: XC23 06 0220

Subrecipient: County of Mariposa

In addition to her education, she has vast experience in trauma response; and has been working for almost five years in our office as a Victim Witness Advocate. She has completed the Entry-Level Advocate Academy and has completed the Regional Crisis Response Training as well as recently completing Phase II of this training. In addition, she is a trained in forensic interview techniques. She continues to seek out specialized training opportunities to address rising crime rates in crimes against children cases.

The Advocate follows a victims' case from initial investigation to sentencing, providing support, and communicating with victims regarding the progression of the case. The Advocate also covers community outreach events that occur during the year on weekends and evenings. The fourteen mandatory services are provided by the Victim Witness Advocate, some of which include crisis management, peer counseling, court support and updates, helps with CalVCB claims, victim impact statements, restitution, and Criminal Protective Orders.

The Victim Witness Advocate's salary is based on Mariposa County's Human Resources Policies and Procedures. The County's benefit package includes Social Security, Medicare, Medical, Dental, Vision, Life Insurance, SDI State Disability, Retire-Employer-Misc, and Deferred Compensation-Cash Benefit.

Victim Witness Advocate 100% Salary and Benefits total: **\$61,984**

VICTIM WITNESS ADVOCATE (.80 FTE)



Grant Subaward Budget Narrative

Grant Subaward #: XC23 06 0220

Subrecipient: County of Mariposa

Annual Salary \$43,099 at 80%: **\$31,035**

Annual Benefits at 80%: **\$15,809**

The Advocate follows a victims' case from initial investigation to sentencing, providing support, and communicating with victims regarding the progression of the case. The Advocate also covers community outreach events that occur during the year on weekends and evenings. The fourteen mandatory services are provided by the Victim Witness Advocate, some of which include crisis management, peer counseling, court support and updates, helps with Cal-VCP claims, victim impact statements, restitution and Criminal Protective Orders.

In addition to mandatory services, this position will be in the unique position to reach out to all victims of crime that are forwarded to the District Attorney's Office who has been listed as a victim or witness of a violent crime. Currently, our procedure includes a blanket letter to victims of crime in Mariposa County; this position will serve an initial liaison to start CalVCB applications if appropriate and referrals to community partners. At the present time, our current Advocate staff has a focus of violent crime victims, this position will aid in opening services and personal contact to the victim, rather than a formal letter alone.

This position has been recently filled by an advocate who has a bachelor's degree in criminology and prepared to attend and complete the entry-level Victim Witness Advocate Training Program as soon as the training comes available to her.



Grant Subaward Budget Narrative

Grant Subaward #: XC23 06 0220

Subrecipient: County of Mariposa

Victim Witness Advocate 80% Salary and Benefits total: **\$46,844**

Total SEIU Personnel Benefits are 41% of Annual Full-Time Permanent Salaries of \$85,824

= \$35,187.84 but only seeking to claim \$34,811.

Overtime Expenses

Our program is experiencing a historic increase in Victim Witness Advocate caseloads as well as our trial calendar becoming increasingly full. We anticipate some amount of overtime needed to cover the caseloads, trial schedules, and available training opportunities in the next year.

Average of \$23/hour x 100 Hours = **\$2,300**

Personnel Services Total: \$122,935

B. Operating Expenses-

Operating expenses will be expended with caution and with attention to VOCA requirements. Costs for the Victim Witness Office include general office supplies (paper, pens, business cards, toner, shirts for public events, etc.) \$498.67/month for 12 months = **\$5,984**

Operating Expenses Total: \$5,984

C. Equipment- None to be purchased at this time.

Equipment Total: \$0



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A. Total Personal Services – Salaries/Employee Benefits: \$122,935

B. Total Operating Expenses: \$5,984

C. Total Equipment Costs: \$0

TOTAL PROJECT COSTS: \$128,919

After Hours Contact Information:
Jessica Mimnaugh-Victim Witness Supervisor
Personal Cell: (209)620-9543



Grant Subaward Programmatic Narrative

Grant Subaward #: XC22 05 0220

Subrecipient: County of Mariposa

Project Narrative

1. Problem Statement

Mariposa is a rural community, located in the western foothills of the Sierra Nevada of Central California. The County has a relatively small overall population of 17,020 (US Census estimate July 1, 2022). Mariposa County covers a vast geographical expanse of 1,451 square miles, with 12.6 people per square mile vs. the state average of 239. Nearly half of this area is home to Yosemite National Park, two national forests, and the United States Bureau of Land Management. Mariposa Ethnic/racial distribution is as follows: 88% identify as white (non-Hispanic); 6% as Hispanic/Latino, 3.5% as Native American; just over 1% as Black; less than 1% as Asian; and, the remaining .5% as other (US Census 2019). Mariposa's economy relies heavily on the tourism industry the National Park attracts. As a result, many jobs are seasonal and service-based, low-paying jobs with irregular and rotating work schedules. Mariposa's 2020 estimated median household income was \$50,960 (In 2020 dollars, does not account for inflation rate), compared to California's Median household income of \$78,672. The County's unemployment rate reached a historical high in 2007-08, we are seeing similar numbers to those times as a result of COVID-19 rates hit a peak of



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12% in January of 2021 (Employment Development Department of California, 2021). The U.S. Census 2021 estimates about 14.1% of individuals in Mariposa County are below the federal poverty level.

Crime Types and Victim Demographics

It should be noted that the Mariposa County Sheriff's Department database pulls only the primary charge when reflecting drug statistics so association with other crimes such as domestic violence, criminal threats, sexual assault, assault and battery or burglary are not reflected. Mariposa County appears to be a peaceful, environmentally beautiful, and safe place to live. In recent years we have seen a significant increase in violent crimes connected to marijuana grows as well as an increase in violent crimes against children. In the last year, our program has seen a historic rise in crime. Going from an average of 400 victims served in a year to currently serving 595 victims, showing an increase of 45% in victims of crime served.

According to the Mariposa County Sheriff's Departments 2022 Annual Report, of the 718 Notable Year End Operations Division Statistics, 23.7% of cases were Theft, 16.3% Assault & Battery, 14.1% Domestic Violence (an increase of nearly 6% over 2020 statistics), 5.7 % Burglary, 4.7% Crimes Against Children, 9.6%



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Vandalism, 1.3% Sexual Assault, .4% Homicide and the remaining crime types were Controlled Substances and 5150 cases. These year-end crime statistics demonstrates an increase in violent crime for the county.

Overall, these statistics paint a picture of relatively minimal criminal activity as compared to more urban communities. However, and not surprisingly, most serious and violent crimes in Mariposa County are committed in an interpersonal context against women and children in their own homes. Moreover, the perpetrators of those crimes are most often someone known to the victim and in a position of trust or authority. Additionally, we are continuing to see unique crimes being committed by individuals who are suffering from mental health disorders and individuals in distress.

According to data produced by the Mariposa County Sheriff's Department and District Attorney's Office, domestic violence-related crimes committed include crimes of assault, domestic battery, infliction of traumatic injury on cohabitant, assault with force likely to produce great bodily injury, assault with a deadly weapon, false imprisonment, violation of domestic violence restraining orders, child endangerment, criminal threats, harassing phone calls and stalking. Sexual assault crimes committed recently include lewd acts, and child molestation,

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rape, oral copulation by force, intoxication and/or unconsciousness.

Additionally, there have been crimes committed which fall into the "three-strike" sentencing scheme, including, but not limited to, kidnapping for rape or sexual assault, and the molestation of multiple victims. We went from 29 charged cases to 44 cases that have been prosecuted as domestic violence incidents resulted this past year, which clearly represents only a small overall percentage of cases, it is projected that a greater number of successful prosecutions could be achieved as victims access adequate supports and services.

As previously mentioned, Mariposa County spans a vast geography. Although most services are in and around the County seat of Mariposa, the Northern portion of Mariposa County (Also informally referred to as "North County") is home to three large communities, those of Greeley Hill, Coulterville, and Lake Don Pedro Subdivision. The population in these areas comprises nearly 23% of the total population of the County according to the U.S Census Bureau 2020. The socioeconomic, demographic, and cultural characteristics of these areas are generally reflective of the rest of the County. However, according to the U.S. Census Bureau, occupants of the Coulterville/Greeley Hill region fall at 20% below median household income level in the county, and 52% below the state average. In addition to its social isolation and lack of employment opportunities,



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the North County region has been prone to having "grow" sites for marijuana and an increased share of methamphetamine related crimes due to its remote and isolated mountainous areas.

The MCDAO, which houses the Victim Witness Services Program (VWSP), received 430 case referrals during the 2022 calendar year, of which over 90% moved on to prosecution. The VWSP identified and provided over 8,993 services to victims of crime in 2022. We are finding that because of the pandemic, advocate caseloads are larger than they have ever been, with cases that are seeing longer durations as a result of COVID-19-related systemic slowdowns. Additionally, we were able to staff four full-time employees, three of which were full-time Advocates. This has been crucial to the program's ability to keep stable services through the pandemic. We recently hired for the victim witness position after a long duration of vacancy and are looking to the future to be more appropriately staffed to handle the growing increase in violent crime in our county.

Nature and Extent of Victim Services Gaps/Needs

From the implementation of the grant in 2016 to now, we have seen a shift in the needs of victim services and the needs in our County. Consistently, our



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county has needed adequate housing for victims as well as transportation, but historically, the program has needed stable staffing for direct delivery of services to victims of crime.

There are several major impacts with victims of crime not receiving adequate support of services. When victims of crime cannot fully participate in the criminal justice process (either due to lack of transportation, lack of financial support, etc.) crime often cannot be prosecuted adequately and goes unchecked, leading to higher re-victimization and recidivism rates. There is a direct correlation to access to stable housing and resources and better justice outcomes. Additionally, when victims of interpersonal crimes (rape, domestic violence, and child abuse) do not have access to adequate support they experience a higher level of trauma and are more likely to continue to be victims at the hands of the same or other perpetrators throughout their lives. Victims of trauma may experience mental, physical, and other stressors that make it difficult to work, study, or contribute positively to society without the resources to healing and supportive services.

Staffing



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Since the start of the grant, we have seen several trends in services and have identified our most vital need-opportunities to stabilize funding the Victim Witness Services Program in Mariposa County. Since 2015, the Mariposa County Victim Witness Services has been able to go from an 80% Permanent Advocate and two part-time advocate positions to now a staff of three full-time Advocates and a Supervisor that spends 20% of her time providing direct services to victims, as well as grant management and administration.

As of July 1st, 2018, without additional funding, our program would have had to cut our advocate staffing in half and reduce many operational resources for the program. Since 2015, the program has been able to educate, train and fully staff the program to assist all victims of crime in Mariposa County. If grant funds are not received, victims will not be served at the level of service that we have given them in the last seven years.

Without a program with full staff to help victims of crime in crisis, participation in resources and services will decrease as well as participation in the criminal justice process. Funding for direct services is a crucial part of victim services, by California Law we are required to inform victims of their mandated and optional Marsy's Rights. If staffing is lowered, it is a concern that victims and witnesses of



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crime may not receive the quality of direct services and burnout will be a concern for the program as it faces coping with higher caseloads and less case distribution.

Transportation

Transportation to services and courts continues to come as a top need to our rural and isolated communities. Through this program we were able to implement new services for victims of crime in Mariposa through our advocates. We now have advocates assist with transportation to crime-related events and gas vouchers for gas stations, so victims of crime can still access the same quality of care that they have had access to in the past. Additionally, with full staff, we can ensure that access to services is not hindered due to lack of community resources. Health and Human Services has generously offered their social workers in the event of that our staff cannot accommodate transportation needs and Heritage House currently has a transit van that has several fixed routes within the town of Mariposa.

Courthouse Facility Dog Program

In recent years we have worked on the implementation of a Courthouse Facility Dog Program within our services. We were placed with Assistance Dogs of the

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West (ADW) Ellie in April of 2022 and the Victim Witness Supervisor has acted as ADW Ellie's primary handler and our Project Director and District Attorney, Walter Wall is her secondary handler. We have used her for many victims and witness meet-and-greets, in and around our office, as well as in the courthouse while victims were meeting with advocates for court appearances. Both handlers continue to train and practice with K9 Ellies as we continue to keep Ellie's training level high and integrate her in meaningful ways within our program. We have a significant backlog of cases awaiting trial that will benefit from the use of this service and many victims have already commended how having Ellie with them has allowed them to relax even in the slightest, in the face of such emotionally and mentally draining moments within the criminal justice system.

Mental Health Services

Mariposa County Behavioral Health and Recovery Service currently provides counseling and psychiatric services through their office located in Coulterville. Anyone requiring services through the Mariposa County Victim Witness Services Program or Mountain Crisis Services Domestic Violence/ Rape Crisis Programs can be referred to the Mariposa County Behavioral Health Services to access assistance and resources with their mental health needs.



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Notably, Mariposa County also suffers from a lack of available and affordable housing in the area, this is an emergent need that is a focus of county officials and the steering committee. Through numerous conversations across each discipline and non-profit agencies, all our community's programs are seeing the impact of a lack of available housing opportunities for the individuals we serve. This need has become even greater with the recent events of the Oak Fire that swept through the central part of the county that houses nearly 1/3 of the county's population. In this area, many local county and National Park workers were evacuated and ultimately displaced numerous families as 127 single-family residences were destroyed in the fire.

The Plan

Based upon the current success of the county victim Services Program, we have decided to channel resources directly to victims and witnesses. Our budget and narrative reflect the staffing levels needed to continue the enhancement of services. Programs benefit with stable staffing and trained professional victim advocates so that our staff are experts in trauma-informed care and continue to provide comprehensive services to victims and witnesses of crime in Mariposa County.



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Our goals include:

Objective 1: By December 31st, 2024, 450 victims will be evaluated for the California Victim Compensation Program.

With three full-time advocates, typically there are not enough resources to staff advocates so that they can devote their time to building their skills in specific areas, one being the California Victim Compensation Board Application. It is our intent that the full-time advocate position this grant supports would develop these skills and begin to go through archives to see what victims may be eligible that perhaps were overlooked or never followed up with properly. In recent years this program has changed in numerous ways, including a new online portal for advocates and victims seeking compensation. It would be a benefit to have a dedicated advocate who can act as an in-house CalVCB application lead for victims of crime seeking resources. In addition, this position would exhaust all possible resources both locally and statewide for victims seeking help.

Objective 2: By December 31st, 2023, 45 victims will be referred to Mariposa County Behavioral Health and Recovery Services and local/regional mental health services.



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Dialogue and collaboration will be ongoing with Behavioral Health and Recovery Services so that victims of crime are able to access and understand the services that can be used in their county and refer them to appropriate services to address the needs they are facing. We have seen an increase in victims of crime and family members requesting referrals to local and regional mental health services, we expect to continue referrals and connect these individuals with resources that will assist them long after the criminal case has concluded.

Objective 3: By December 31st, 2024, 55 victims will be aided with transportation to essential services.

Victims in need will be provided either gas vouchers or rides by a Victim Witness Advocate/social worker to essential services, court appearances, etc. We are seeing a dramatic increase for the need of this service and victims who are called to testify and come meet with our staff.

Objective 4: By December 31st, 2024, K9 Ellie will have assisted 45 victims through the criminal justice process.

As the Mariposa County Victim Witness Program both organizes and interviews children through a forensic interview process, having a tool such as a comfort



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animal to help both child victims and victims of all ages disclose and testify would change the landscape of how victims experience re-victimization through the court process. The application and placement process took nearly two years from application, interview to final client placement. K9 Ellie and her handlers underwent a week on onsite client placement training and a 90-day acclimation period, it is our goal to make sure that Courthouse Facility Dog Ellie has a balanced workload that allows her to be versatile within her service so that we may serve as many vulnerable victims as capacity allows.

Administration of Grant

Mariposa County District Attorney's Office has been selected to administer the grant as it currently houses and oversees the Victim Witness Services for the County. Additionally, the District Attorney's Office has close working partnerships and existing MOU's with other County Victim Services Grant Steering Committee Partners to ensure a high level of coordination of care for victims and other community members.

1. Capabilities

Mariposa County Victim Witness Services is a program under the District Attorney's Office that has been in operation for nearly 31 years. Currently, we



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operate two grants that fund the program. The program utilizes a case management system that was implemented in January of 2015 that can track and report statistics and trends in the victim witness services component of the system. The system also allows us to customize reports, communicate with the District Attorney's office and provide up-to date information for the victims we serve.

Under the direction of the Mariposa County Board of Supervisors and the County Auditor, the department has developed tracking systems for auditing and general accounting purposes to ensure compliance with multiple state and federal funding sources.

- Organizational Description: Mariposa County District Attorney's Office will take the facilitative role for the County Victim Services Steering Committee. The Mariposa County District Attorney will lead the Steering Committee, made up of close county partners including the Mariposa County Health and Human Services Director, the Sheriff, the Chief of Probation, and the Executive Director of the Alliance for Community Transformations (our local domestic violence and rape crisis agency). Each of the entities collaborates with one another on several other



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community projects and grants. Although the District Attorney will serve as the official Project Director for the project, the Victim Witness Supervisor will be responsible for oversight of grant activities, fiscal tracking, financial management, daily management of grant activities including referrals and coordination with Behavioral Health and utilization of office space at the Coulterville, North County Mental Health Building.

- Organizational Chart (see attached)



Federal Fund Grant Subaward Assurances
Victims of Crime Act (VOCA) Victim Assistance Formula Grant Program

Subrecipient: County of Mariposa

	Cal OES Program Name	Grant Subaward #	Grant Subaward Performance Period
1.	County Victim Services (XC) Program	XC23 06 0220	01/01/2023-12/31/2024
2.			
3.			
4.			
5.			
6.			

Subrecipients agree to adhere to the following and ensure these assurances are passed down to Second-Tier Subrecipients.

1. Required Audits and Financial Statements (SRH Section 14.005)

Subrecipients expending \$750,000 or more in federal funds annually must comply with the single audit requirement established by the Federal Office of Management and Budget (OMB) Uniform Guidance 2 C.F.R. Part 200, Subpart F and arrange for a single audit by an independent Certified Public Accountant (CPA) firm annually. Audits conducted under this section will be performed using the guidelines established by the American Institute of Certified Public Accountants (AICPA) for such audits.

☒ Subrecipient expends \$750,000 or more in federal funds annually.

☐ Subrecipient does not expend \$750,000 or more in federal funds annually.

2. Compliance with General Appropriations-law Restrictions on the use of Federal Funds

Subrecipients (and any Second-Tier Subrecipients) must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2022, are set out at <https://ojp.gov/funding/Explore/FY22AppropriationsRestrictions.htm>.

Should a question arise as to whether a particular use of federal funds by Subrecipients (and any Second-Tier Subrecipients) would or might fall within the scope of an appropriations or law restriction, Subrecipients are to contact Cal OES

for guidance, and may not proceed without the express prior written approval of Cal OES.

3. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by the DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this Grant Subaward.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2022 Grant Subaward supplements funds previously awarded by OJP under the same Grant Subaward number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial Grant Subaward or a supplemental Grant Subaward) that are obligated on or after the acceptance date of this FY 2022 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the Grant Subaward that the Subrecipient (and any Second-Tier Subrecipients) must be retained for a period of seven years after the Subrecipient makes final payments and all other pending matters are closed, unless a different retention period applies. Subrecipients (and any Second-Tier Subrecipients) must provide access to performance measurement information, financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.334.

In the event that an Grant Subaward-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the Subrecipient is to contact Cal OES promptly for clarification.

4. Requirement to Report Actual or Imminent Breach of Personally Identifiable Information

Subrecipients (and any Second-Tier Subrecipients) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if they:

- Create, collect, use, process, store, maintain, disseminate, disclose, or dispose of "Personally Identifiable Information (PII)" (2 C.F.R. 200.1) within the scope of an OJP grant-funded program or activity, or
- Use or operate a "Federal information system" (OMB Circular A-130).

Subrecipients (and any Second-Tier Subrecipients) must have breach procedures that must include a requirement to report actual or imminent breach of PII to Cal OES no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

5. OJP Training Guiding Principles

Subrecipients (and any Second-Tier Subrecipients) understand and agree that any training or training materials developed or delivered with funding under this Grant Subaward must adhere to the OJP Training Guiding Principle for Grantee and Subgrantees, available at <https://www.ojp.gov/funding/implement/training-guiding-principles-grantees-and-subgrantees>.

6. Compliance with DOJ Regulations Pertaining to Civil Rights and Nondiscrimination - 28 C.F.R. Part 38

Subrecipients (and any Second-Tier Subrecipients) must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to Subrecipient organizations (and any Second-Tier Subrecipient organizations) that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to Subrecipients (and any Second-Tier Subrecipients) that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

7. Compliance with DOJ Regulations Pertaining to Civil Rights and Nondiscrimination - 28 C.F.R. Part 42

Subrecipients (and any Second-Tier Subrecipients) must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

8. Compliance with DOJ Regulations Pertaining to Civil Rights and Nondiscrimination - 28 C.F.R. Part 54

Subrecipients (and any Second-Tier Subrecipients) must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "educational programs."

9. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

Subrecipients (and any Second-Tier Subrecipients) must comply with, and are subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

Subrecipients (and any Second-Tier Subrecipients) also must inform their employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

10. Compliance with Applicable Rules Regarding Approval, Planning, and Reporting of Conferences, Meetings, Trainings, and Other Events

Subrecipients (and any Second-Tier Subrecipients) must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this Grant Subaward appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

11. Requirement for Data on Performance and Effectiveness under the Grant Subaward

Subrecipients (and any Second-Tier Subrecipients) must collect and maintain data that measure the performance and effectiveness of work under this Grant Subaward. Subrecipients (and any Second-Tier Subrecipients) must provide data (within the required timeframes) to OJP via the Performance Measurement Tool (PMT).

12. Determination of Suitability to Interact with Participating Minors

This condition applies to the Grant Subaward (if it is indicated) when some or all of the activities to be carried out under the Grant Subaward (whether by Subrecipients, or Second-Tier Subrecipients) is to benefit a set of individuals under 18 years of age.

Subrecipients (and any Second-Tier Subrecipients) must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm>. (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

13. Compliance with DOJ Grants Financial Guide

Subrecipients (and any Second Tier Subrecipients) must comply with all applicable sections of the DOJ Financial Guide. References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. Subrecipients agree to comply with the DOJ Grants Financial Guide.

14. Encouragement of Policies to Ban Text Messaging while Driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the DOJ encourages Subrecipients (and any Second-Tier Subrecipients) to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this Grant Subaward, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

15. Potential Imposition of Additional Requirements

Subrecipients (and any Second-Tier Subrecipients) agree to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this Grant Subaward, if Subrecipients are designated as "high-risk" for purposes of the DOJ high-risk grantee list.

16. Employment Eligibility Verification for Hiring under the Grant Subaward

a. Subrecipients (and any Second-Tier Subrecipients) must:

- 1) Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with Grant Subaward funds, Subrecipients (and any Second-Tier Subrecipients) properly verify the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).
- 2) Notify all persons associated with Subrecipients (or any Second-Tier Subrecipients) who are or will be involved in activities under this Grant Subaward of both:
 - a) This Grant Subaward requirement for verification of employment eligibility, and
 - b) The associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.
- 3) Provide training (to the extent necessary) to those persons required by this condition to be notified of the Grant Subaward requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).
- 4) As part of the recordkeeping for the Grant Subaward (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this Grant Subaward condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

b. Monitoring

Subrecipients' monitoring responsibilities include monitoring Second-Tier Subrecipients' compliance with this condition.

c. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, Grant Subaward funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

d. Rules of construction

- 1) Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this Grant Subaward" specifically includes (without limitation) any and all Subrecipient officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with Grant Subaward funds.

2) Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, Subrecipients (and any Second-Tier Subrecipients) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the Subrecipient (and any Second-Tier Subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with Grant Subaward funds.

3) "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

4) Nothing in this condition shall be understood to authorize or require Subrecipients (and any Second-Tier Subrecipients), or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

5) Nothing in this condition, including in paragraph 4.B., shall be understood to relieve Subrecipients (and any Second-Tier Subrecipients) or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>).

17. Restrictions and Certifications Regarding Non-disclosure Agreements and Related Matters

No Subrecipients (and any Second-Tier Subrecipients) under this Grant Subaward, or entity that receives a procurement contract or subcontract with any funds under this Grant Subaward, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making

this Grant Subaward, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

a. In accepting this Grant Subaward, Subrecipients (and any Second-Tier Subrecipients):

- 1) Represent that they neither require, nor have required, internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
- 2) Certify that, if they learn, or are notified, that they have, or have been, requiring their employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, they will immediately stop any further obligations of Grant Subaward funds, will provide prompt written notification to Cal OES, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by Cal OES.

b. If Subrecipients are authorized under this award to make Second-Tier Subawards, procurement contracts, or both:

1) Subrecipients represent that:

- a) No other entity (whether through a Second-Tier Subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) that they pass funds to either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
 - b) Appropriate inquiry has been made, or otherwise Subrecipients have an adequate factual basis, to support this representation; and
- 2) If learned or notified that any Second-Tier Subrecipient, contractor, or subcontractor entity that receives funds under this Grant Subaward is, or has been, requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, they will immediately stop any further obligations of Grant Subaward funds to or by that entity, will provide prompt written notification to Cal OES, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by Cal OES.

18. All Grant Subawards Must Have Specific Federal Authorization

Subrecipients (and any Second-Tier Subrecipients) must comply with all applicable requirements for authorization of any Grant Subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "Grant Subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any Grant Subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm>.

19. Requirements Related to System for Award Management and Universal Identifier Requirements

Subrecipients (and any Second-Tier Subrecipients) must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

Subrecipients also must comply with applicable restrictions for Second-Tier Subawards, including restrictions on Grant Subawards to entities that do not acquire and provide (to Subrecipients) the unique entity identifier required for SAM registration.

The details of the Subrecipients' obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm>.

This condition does not apply to a Grant Subaward to an individual who received the Grant Subaward as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

20. Restrictions on "Lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by Subrecipients (and any Second-Tier Subrecipients), either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by Subrecipients (and any Second-Tier Subrecipients), to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of

a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a Subrecipient (or any Second-Tier Subrecipient) would or might fall within the scope of these prohibitions, the Subrecipient is to contact Cal OES for guidance, and may not proceed without the express prior written approval of Cal OES.

21. Specific Post-award Approval Required to Use a Noncompetitive Approach in any Procurement Contract that would Exceed \$250,000

Subrecipients (and any Second-Tier Subrecipients) must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm>.

22. Requirements Pertaining to Prohibited Conduct Related to Trafficking in Persons (including reporting requirements and OJP Authority to Terminate Grant Subaward)

Subrecipients (and any Second-Tier Subrecipients) must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of Subrecipients (and any Second-Tier Subrecipients), or individuals defined (for purposes of this condition) as "employees" of Subrecipients (and any Second-Tier Subrecipients).

The details of the Subrecipients' obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm>.

23. Reporting Potential Fraud, Waste, and Abuse, and Similar Misconduct

Subrecipients (and any Second-Tier Subrecipients) must promptly refer to Cal OES any credible evidence that a principal, employee, agent, Subrecipient, contractor, subcontractor, or other person has, in connection with funds under this Grant Subaward— (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this Grant Subaward should must also be reported to Cal OES. Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

24. Discrimination Findings

Subrecipients (and any Second-Tier Subrecipients) assure that in the event that a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the ground of race, religion, national origin, sex, or disability against a recipient of victim assistance formula funds under this Grant Subaward, Subrecipients will forward a copy of the findings to the Office for Civil Rights of OJP.

25. VOCA Requirements

Subrecipients (and any Second-Tier Subrecipients) assure that they will comply with the conditions of the Victims of Crime Act (VOCA) of 1984, sections 1404(a)(2), and 1404(b)(1) and (2), 34 U.S.C. 20103(a)(2) and (b)(1) and (2) (and the applicable program guidelines and regulations), as required.

26. Federal Funding Accounting and Transparency Act (FFATA)

Yes No

- ☐ ☒ Has the Subrecipient received \$25,000,000 or more in federal funds in the preceding fiscal year?
- ☐ ☐ If the answer is yes, does the amount of federal funds received equal 80% or more of the Subrecipient's annual gross revenue?
- ☐ ☐ If the answer is yes to the above two questions, did the Subrecipient report to the U.S. Security and Exchange Commission?

For additional information reference: Award Condition: Reporting Subawards and Executive Compensation (Updated as of September 2016) | Office of Justice Programs (ojp.gov).

CERTIFICATION

I certify the Subrecipient identified above will comply with the requirements of the Subrecipient Handbook and the federal fund Grant Subaward assurances outlined above.

Official Designee's Signature: _____

Official Designee's Typed Name: Walter W. Wall

Official Designee's Title: Mariposa County District Attorney

Date Executed: _____

**CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES
SUBRECIPIENT GRANTS MANAGEMENT ASSESSMENT**

Subrecipient: County of Mariposa	UEI #	FIPS #:
Grant Disaster/Program Title: County Victim Services (XC) Program		
Performance Period: 01/01/24 to 12/31/24	Subaward Amount Requested: \$ 128,919	
Type of Non-Federal Entity (Check Applicable Box)	☐ State Govt ☒ Local Govt ☐ JPA ☐ Non-Profit ☐ Tribe	

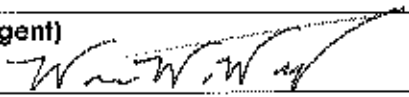
Per Title 2 CFR § 200.332, Cal OES is required to evaluate the risk of noncompliance with federal statutes, regulations and grant terms and conditions posed by each subrecipient of pass-through funding. This assessment is made in order to determine and provide an appropriate level of technical assistance, training, and grant oversight to subrecipients for the award referenced above.

The following are questions related to your organization's experience in the management of federal grant awards. This questionnaire must be completed and returned with your grant application materials.

For purposes of completing this questionnaire, *grant manager* is the individual who has primary responsibility for day-to-day administration of the grant, *bookkeeper/accounting staff* means the individual who has responsibility for reviewing and determining expenditures to be charged to the grant award, and *organization* refers to the subrecipient applying for the award, and/or the governmental implementing agency, as applicable.

Assessment Factors	Response
1. How many years of experience does your current grant manager have managing grants?	>5 years
2. How many years of experience does your current bookkeeper/accounting staff have managing grants?	>5 years
3. How many grants does your organization currently receive?	1-3 grants
4. What is the approximate total dollar amount of all grants your organization receives?	\$ 396,110
5. Are individual staff members assigned to work on multiple grants?	Yes
6. Do you use timesheets to track the time staff spend working on specific activities/projects?	Yes
7. How often does your organization have a financial audit?	Annually
8. Has your organization received any audit findings in the last three years?	Yes
9. Do you have a written plan to charge costs to grants?	Yes
10. Do you have written procurement policies?	Yes
11. Do you get multiple quotes or bids when buying items or services?	Always
12. How many years do you maintain receipts, deposits, cancelled checks, invoices?	>5 years
13. Do you have procedures to monitor grant funds passed through to other entities?	N/A

Certification: This is to certify that, to the best of our knowledge and belief, the data furnished above is accurate, complete and current.

Signature: (Authorized Agent) 	Date:
Print Name and Title: Walter W. Wall, Mariposa County District Attorney	Phone Number: (209)9663626
Cal OES Staff Only: SUBAWARD #	



Cal OES
GOVERNOR'S OFFICE
OF EMERGENCY SERVICES

Grant Subaward Service Area Information

Grant Subaward #: XC23 06 0220

Subrecipient: Mariposa County

1. County or Counties Served:
County of Mariposa

County where principal office is located: Mariposa

2. U.S. Congressional District(s) Served:
4th United States Congressional District

U.S. Congressional District where principal office is located: 4th

3. State Assembly District(s) Served:
5th State Assembly District

State Assembly District where principal office is located: 5th District

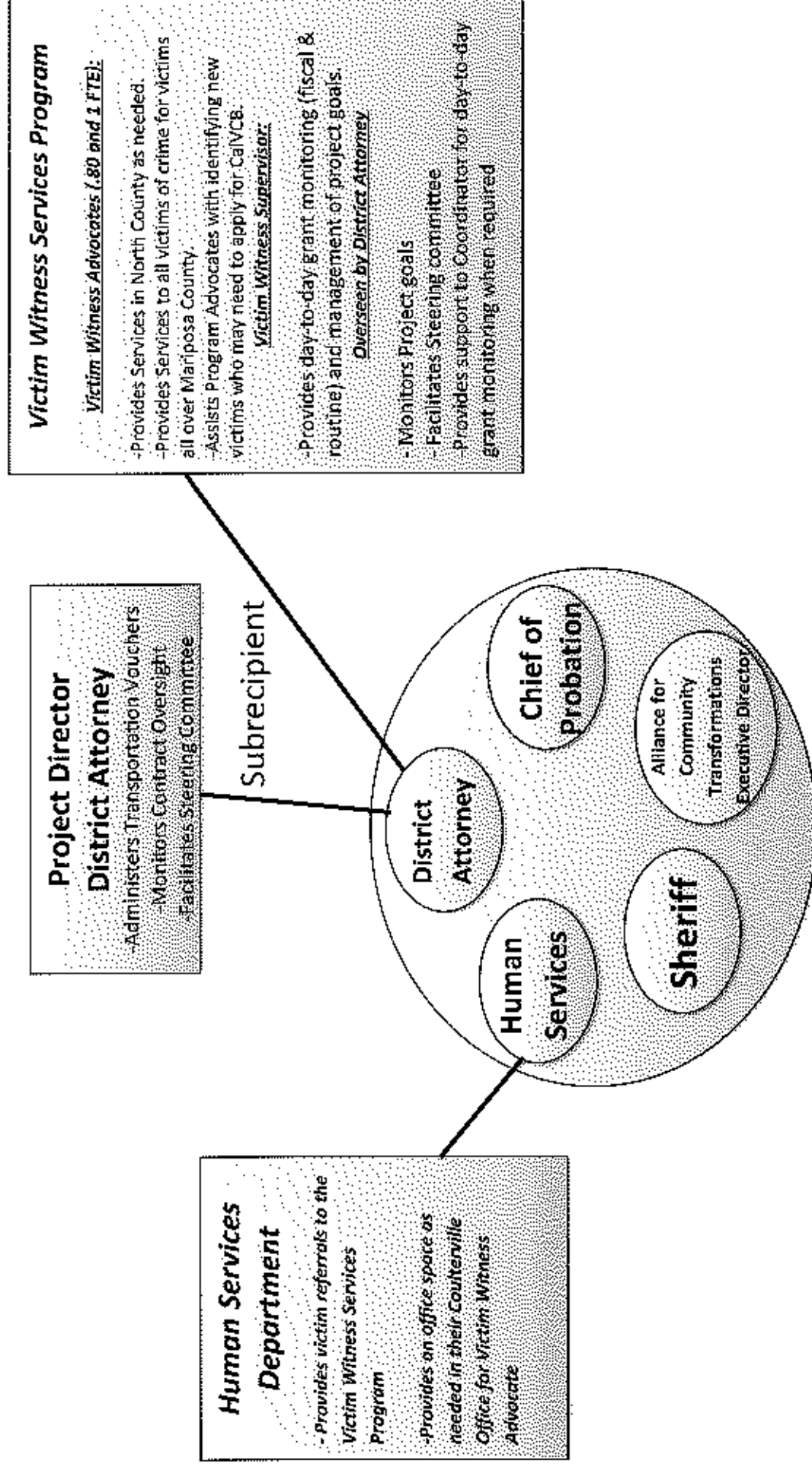
4. State Senate District(s) Served:
14th State Senate District

State Senate District where principal office is located: 14th District

5. Population of Service Area: 17,131 by a April 1, 2020 U.S. Census Bureau

Organizational Chart

Mariposa County's District Attorney's Office County Victim Services Program





Volunteer Waiver Request

Grant Subaward #: XC23 06 0220

Subrecipient: Mariposa County/District Attorney's Office

Justification:

It is our request to have the VOCA funding volunteer requirements waived for the XC23 06 0220 Subaward Period, based upon some unique factors related to our program. On many occasions we have attempted to recruit volunteers from our community in assisting with the work we do. However, we have encountered several things; the first being our youth who would be ideal candidates for Victim Services internships are extremely busy with sports and extra- curricular and paid positions so that volunteering is not feasible with their schedules. We have reached out to the community at-large and there is a general lack of interest to volunteer with our program. Additionally, We do not always have the space within our office to house and keep on volunteers.

As a result, our rural program has problems recruiting and keeping volunteers on staff and the VOCA volunteer requirement creates a burden on our small program. We appreciate your consideration of our unique situation, feel free to reach out with any questions you may have.

Cal OES Approval

☐ Approved ☐ Denied

Program Specialist Signature

Date

☐ Approved ☐ Denied

Unit Chief Signature

Date



Victims of Crime Act (VOCA) Victim Assistance Formula Grant Program Match Waiver Request Form

Cal OES Subrecipients may request a partial or full match waiver for Victim of Crime Act (VOCA) Victim Assistance Formula Grant Program funds. Approval is dependent on a compelling justification. To request a partial or full match waiver, the Subrecipient must complete the following:

1. Cal OES Grant Subaward Number: XC23 06 0220
2. Subrecipient's Name: County of Mariposa
3. Grant Subaward Performance Period 01/01/2024 through 12/31/2024

4. VOCA Fund Source #1: 23VOCA

VOCA Victim Assistance Formula Grant Program Funds Awarded: \$ 128,919

Amount of Match Proposed (post approved Match Waiver): \$ 32,230

5. VOCA Fund Source #2 (if applicable): Select

VOCA Victim Assistance Formula Grant Program Funds Awarded:

Amount of Match Proposed (post approved Match Waiver):

6. Briefly summarize the services provided:

Case Status and Disposition Information-
Community Resource and Counseling Referral-
Court Escort and Support-
Crisis Intervention-
Emergency Assistance-
Orientation to the Criminal Justice System-
Restitution Information-

7. Describe practical/logistical obstacles and/or local resource constraints to providing match:

Mariposa County is a vast and rural county with the majority of its county revenue coming from tourism and Transient Occupancy Taxes, in recent years the county has also faced numerous natural disasters and states of emergencies due to atmospheric river events causing landslides and infrastructure damages. Additionally, our county has experienced three severe wildfires, including the most recent Oak Fire that destroyed 125 single family homes. This does not include the economic downturn as a result of COVID-19. Thus, the county is not in a position to be able to fund additional programs other than critical services within the general fund.

Approved ☐

Denied ☐

Unit Chief Name

Unit Chief Signature

Date



Operational Agreement Summary

Grant Subaward #: XC23 06 0220

Subrecipient: County of Mariposa

Participating Agency/Organization/Individual	Date Signed	Time Frame of OA
1. Alliance For Community Transformations	10/17/2022	01/01/24 to 12/31/24
2. Mariposa County Sheriff's Department	10/17/2022	01/01/24 to 12/31/24
3. Mariposa County Health and Human Services	10/17/2022	01/01/24 to 12/31/24
4. Mariposa County Probation Department	10/17/2022	01/01/24 to 12/31/24
5.		to
6.		to
7.		to
8.		to
9.		to
10.		to
11.		to
12.		to
13.		to
14.		to
15.		to
16.		to
17.		to
18.		to
19.		to
20.		to



MARIPOSA COUNTY

Board of Supervisors



RESOLUTION - ACTION REQUESTED 2023-572

MEETING: October 17, 2023

TO: The Board of Supervisors

FROM: Joe Lynch, Director of Health and Human Services

RE: Approve an Agreement with the California Department of Social Services in the Amount of \$391,295 for Quality Assurance Measures and Case Reviews; and Authorize the Board of Supervisors Chair to Sign the Agreement

RECOMMENDATION AND JUSTIFICATION

Approve an Agreement with the California Department of Social Services in the Amount of \$391,295 for Quality Assurance Measures and Case Reviews; and Authorize the Board of Supervisors Chair to Sign the Agreement.

In accordance with 45 C.F.R. 1355.34(c) and California Welfare and Institutions Code (WIC) Section 10601.2(a), local county child welfare agencies are responsible for implementing a qualitative case review process for child welfare services by child welfare and probation agencies. All 58 counties in California are required to complete a review of randomly sampled cases based on the combined caseload size of the county probation agency and child welfare agency, including both in-home and out-of-home cases. Cases are pulled on a continuous quarterly basis and provided to each county by the California Department of Social Services (CDSS). Cases from the entire continuum of child welfare, from investigation through adoption, are subject to review.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board of Supervisors approved the most recent agreement with CDSS for the same purpose through Resolution No. 2020-151 on March 24, 2020.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If the Board does not approve the Agreement, HHSA runs the risk of non-compliance in meeting California guidelines regarding child welfare services.

FINANCIAL IMPACT

There is no impact on the General Fund.

ATTACHMENTS

1. STD 213 - CDSS QA
2. Contract Exhibits -CDSS QA and Case Agreement

VOTE RESULT

RESULT: **Adopted (UNANIMOUS)**

MOVER: District IV Supervisor Wayne Forsythe

SECONDER: District II Supervisor Shannon Poe

AYES: District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

23-5026

PURCHASING AUTHORITY NUMBER (If Applicable)

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

CONTRACTING AGENCY NAME

County of Mariposa for the benefit of Mariposa County Health and Human Services Agency

CONTRACTOR NAME

California Department of Social Services

2. The term of this Agreement is:

START DATE

July 01, 2023

THROUGH END DATE

June 30, 2028

3. The maximum amount of this Agreement is:

\$391,295.00 Three Hundred Ninety-One Thousand Two Hundred Ninety-Five Dollars and 00/100

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

Exhibits	Title	Pages
Exhibit A	Scope of Work	4
Exhibit A - Attachment 1	General Terms and Conditions	7
Exhibit B	Budget and Budget Justification	2
+ Exhibit B - Attachment 1	Composite Budget for Tier One Counties	1
+ Exhibit C	State of California Public Liability and Workers' Compensation Insurance	1
+ Exhibit D	State of California Automobile Liability/Physical Damage Insurance	1

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

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

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

California Department of Social Services

CONTRACTOR BUSINESS ADDRESS

744 P Street, MS 9-6-747

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

Daniel Schott

TITLE

SSM II, Non-IT Contracts

CONTRACTOR AUTHORIZED SIGNATURE

Daniel Schott

Digitally signed by Daniel Schott
Date: 2023.08.04 15:17:38 -07'00'

DATE SIGNED

08/04/2023

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

23-5026

PURCHASING AUTHORITY NUMBER (If Applicable)

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

County of Mariposa for the benefit of Mariposa County Health and Human Services Agency

CONTRACTING AGENCY ADDRESS

5362 Lemee Lane

CITY

Mariposa

STATE

CA

ZIP

95338

PRINTED NAME OF PERSON SIGNING

Miles Menetrey

TITLE

Chair, Board of Supervisors

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

EXHIBIT A (Standard Agreement)

SCOPE OF WORK

A. Background

In accordance with 45 C.F.R. 1355.34(c) and California Welfare and Institutions Code (WIC) Section 10601.2(a), local county child welfare agencies are responsible for implementing a qualitative case review process for child welfare services by child welfare and probation agencies. All 58 counties in California are required to complete a review of randomly sampled cases based on the combined caseload size of the county probation agency and child welfare agency, including both in-home and out-of-home cases. Cases are pulled on a continuous quarterly basis and provided to each county by the California Department of Social Services (CDSS). Cases from the entire continuum of child welfare, from investigation through adoption, are subject to review.

All cases must be reviewed in accordance with state and federal policies and procedures utilizing the federal Onsite Review Instrument (OSRI), which is published by the Children's Bureau of the Administration for Children and Families. Generally, cases are reviewed by designated county staff reviewers. Upon completion of each case review, the county conducts a first level Quality Assurance (QA) process to maintain the integrity of the review. Each county designates certified review staff to conduct initial QA. Additionally, CDSS staff conducts second level QA reviews on a select subset of cases reviewed for each county.

B. Purpose

Mariposa County and CDSS (hereinafter referred to individually as "Party" or collectively as "Parties") hereby enter into this Agreement for conducting, at the County's option, either first-level Quality Assurance (QA) or Case review and first-level QA.

C. Responsibilities of the Parties

1. County Responsibilities

- a. Within five (5) business days of receiving a case list, coordinate with the CDSS to evaluate the case list for possible case eliminations based on a set of pre-determined elimination criteria and submit case inquiry to CDSS requesting elimination of any cases believed by the County to meet elimination criteria. The request must contain sufficient information regarding the specific criteria for CDSS to make a final determination.
- b. Coordinate with the CDSS to secure key participant interviews including, but not limited to, identifying, contacting, and scheduling interviews when the County has selected Section 2, Option 1.

- c. Track and address safety and policy concerns.
- d. Identify at least one staff with Online Monitoring System (OMS) and Salesforce to coordinate with the CDSS and act as a point of contact.
- e. Prepare all necessary case files and provide access to all needed case records.
- f. Provide appropriate workspace for the duration of the case review and QA process including, but not limited to:
 - (1) Internet, telephone, and printer access; and
 - (2) Private interview room.
- g. Submit monthly one third of quarterly required cases when the County has selected Section 2, Option 2.

2. CDSS Responsibilities.

(Please select one of the two options below indicating your election.)

OPTION 1 - CDSS Responsibilities: Case Review and Quality Assurance ☒

- a. Review the case record and submit a case inquiry for elimination or retention as determined by the case circumstances. If CDSS determines a case is appropriate for elimination a replacement case is transmitted to the county.
- b. Complete the OSRI.
- c. Report all safety and policy concerns to the county contact to ensure a plan is in place to address concerns.
- d. CDSS Case Review staff will input the case information in the OMS.
- e. Identify and interview case review key participants in collaboration with the county contact.
- f. Follow security, retention, and destruction policies for case review material.
- g. Perform first-level QA.
- h. Provide feedback and technical assistance on the accuracy of the case review.
- i. The CDSS Case Review staff will set-up debriefs of aggregate case review findings with the counties in person or remotely at county request.
- j. Provide OMS access to the county contact.

OPTION 2 - CDSS Responsibilities: Quality Assurance Only ☐

- a. Report all safety and policy concerns to the county contact to ensure a plan is in place to address concerns.
- b. CDSS Case Review staff may facilitate a review of the case information in the OMS with the county review staff. The CDSS Case Review staff will set-up debriefs with the counties in person or remotely via phone or online meeting at the request of the county.
- c. Perform first-level QA.
- d. Provide feedback and technical assistance to the reviewer on the accuracy of the case review.
- e. Report out aggregate case review findings.
- f. Provide OMS access to the county contact.

D. Additional Terms

- 1. This Agreement is available only to Tier 1 and Tier 2 counties, as described in Exhibit B. The composite budget for each fiscal year and each Tier is described in Exhibit B, Attachment 1.
- 2. If the County enters this Agreement after Quarter 1 of the state fiscal year has begun, the following applies:
 - a. The Agreement will go into effect at the beginning of the following Quarter.
 - b. The CDSS will be responsible for a pro-rated number of cases.
 - c. The County will reimburse the CDSS at a pro-rated cost, to be determined by the parties.
- 3. The pro-rated cost is based on the quarter the County enters the Agreement and only applies to the first year of the Agreement. In the remaining fiscal years, the CDSS will be reimbursed for the full amount per Exhibit B and Exhibit B, Attachment 1.
- 4. Either party may terminate this Agreement on a state fiscal year basis by providing written notice to the Project Representative of the other party. Notice must be provided no later than March 1st for termination of the Agreement prior to the start of the next state fiscal year.
- 5. Except as provided herein, this Agreement cannot be changed unless agreed to by written amendment signed by the Parties by persons with authority to bind their respective agencies.

E. Project Representatives

The Project Representatives during the term of this Agreement will be:

CDSS

Kristina Morris
Contract Manager
744 P Street, M.S. 8-12-91
Sacramento, CA 95814
(916) 639-5316
kristina.morris@dss.ca.gov

Mariposa County

Katherine Coggin
Program Administrator
5362 Lemee Lane
Mariposa, CA 95338
(209) 742-0962
kcoggin@mariposacounty.org

The Project Representatives may be changed by written notice to the other party, within ten (10) working days of the change. Said changes shall not require an amendment to this Agreement.

GENERAL TERMS AND CONDITIONS

1. Indemnification

Claims Arising from Acts or Omissions of the County of Mariposa

The County hereby agrees to defend and indemnify the California Department of Social Services, its agents, officers, and employees (hereinafter collectively referred to as the (CDSS), from any claim, action or proceeding against the CDSS, arising out of acts or omissions of the County in the performance of this Agreement. At its discretion, the CDSS may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve the County of any obligation imposed by this Agreement. The CDSS shall notify the County promptly of any claim, action or proceeding and cooperate fully.

2. Relationship Of The Parties

The CDSS is acting as a contractor for the delivery of the services; this is not a joint venture agreement between the Parties. It is understood by both Parties that this Agreement does not create an employer-employee relationship between the Parties. Each Party agrees that it shall not enter into agreements or make representations or promises on behalf of the other Party.

3. Insurance Requirements

The CDSS is a self-insured public entity, which possesses the ability to cover liabilities, including general, professional, motor vehicle, and workers' compensation liabilities arising from or connection with the performance of services under this Agreement by CDSS, its employees, officers, or directors. Evidence of self-insurance is provided with Exhibit C, incorporated herein by reference.

The CDSS' self-insurance for liabilities (Exhibit D) from the use of land motor vehicles includes owned, non-owned, and hired vehicles used by CDSS' employees in the performance of services.

4. Maintenance Of Records

The Parties shall keep and maintain an accurate record of the cases reviewed for the purposes of the Children and Family Services Review (CFSR) Case Review process. The CDSS and the County shall keep a copy of all invoices presented to the County on a bi-yearly basis. All such records shall be made available to the County, its authorized representative, or officials of the State of California for review and audit during normal business hours, upon reasonable advance notice.

5. Retention Of Records For Audit Purposes

The CDSS shall maintain and preserve all records related to this Agreement for a period of five years from the close of the fiscal year in which final payment is made. Such records shall be maintained for a five-year period or retained for a longer duration, if an

audit involving the records is then pending. The obligation to ensure the maintenance of the records beyond the initial five-year period shall only arise if notice is provided to the CDSS of the commencement of the audit prior to the expiration of the five-year period.

6. Conflict Of Interest

The Parties agree to enforce the requirements of the California Government Code, Sections 1090 through 1099 and Sections 87100 through 87105, including regulations promulgated by the California Fair Practices Commission, to prevent a public officer or employee, including a subcontractor, from participating in an activity that would constitute a conflict of interest.

7. Change In Statutes or Regulations

If there is a change of statute or regulations applicable to the performance of this Agreement, both Parties shall be governed by the new provisions, unless either Party gives notice to terminate pursuant to the terms of this Agreement or identifies through written correspondence that the changes in law require negotiation of the responsibilities or terms of the Agreement.

8. Time is of the Essence

Time is of the essence for the performance of the services of this Agreement. Each Party shall promptly perform the services and responsibilities described in the Agreement and promptly comply with each term and condition.

9. Time

Each of the Parties to this Agreement shall devote such time to the performance of the services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of the obligations of this Agreement. Neither Party shall be considered to be in default of this Agreement to the extent the performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the Party.

10. Modification

No modification or waiver of any provisions of this Agreement or its attachments shall be effective unless such waiver or modification shall be in writing, signed by both Parties.

11. Nondiscrimination

The Parties shall not discriminate in the employment of persons necessary to perform this Agreement on any legally impermissible basis, including on the basis of the race, color, national origin, ancestry, religion, age, sex, or disability of such person. In the provision of services each Party shall be responsible for the actions of its employees, directors or officers so that employees and applicants for employment and any member of the public are free from any unlawful discrimination. The Parties warrant and represent that each is aware and shall follow: 1) the Federal Civil Rights Act of 1964 (Act) and all amendments, administrative rules and regulations issued pursuant to this Act; and 2) the Fair

Employment and Housing Act (Government Code, Section 12900 et. seq.) and the regulations promulgated to enforce the Fair Employment and Housing Act. The Parties agree to include the non-discrimination and compliance provision of this paragraph in all subcontracts to perform services under this Agreement.

12. Bankruptcy

The Parties shall immediately notify the other in the event that either ceases conducting business in the normal manner or becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business on assets, or avails itself of, or becomes subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or protection of the rights of creditors.

13. Prohibition Against Assignment And Delegation Of Duties

Except as specifically authorized within the Agreement, no rights may be assigned and no duties under this Agreement may be delegated by the Parties without the prior written consent of the other, and any attempted assignment or delegation without such consent shall be void.

14. Negotiated Contract

The Agreement has been arrived at through negotiation between the Parties. Neither Party is to be deemed the Party which prepared this contract within the meaning of California Civil Code, Section 1654.

15. Severability

Should any provision herein be found or deemed to be invalid, this Agreement shall be construed as not containing such provision. All other provisions which are otherwise lawful shall remain in full force and effect. To this end, the provisions of this Agreement are declared to be severable.

16. Entire Agreement

This Agreement is the entire agreement of the Parties for the performance of services. There are no understandings or agreements pertaining to this Agreement except as are expressly stated in writing in this Agreement or in any document attached hereto or incorporated by reference. It is the intention of the Parties hereto that this Agreement shall supersede any prior agreements, discussions, commitments, representations, agreements, written, or oral, between the Parties.

17. Notice

Notices to the Parties in connection with the administration of this Agreement shall be given to the Parties' Project Representative personally, by email, or by regular mail as more particularly specified in this paragraph. Notices will be deemed given on:

- a. The day the notice is personally delivered to the Party's Project Representative as specified in the Exhibit A, Scope of Work, page 4, Section E; or
- b. Five days after the date the notice is deposited in the United States mail, addressed to a Party's Project Representative as indicated in Section E, with first-class postage fully prepaid.

18. Partial Invalidity

Should any part, term, portion, or provision of this Agreement be finally decided by a court of competent jurisdiction to be in conflict with any law of the United States or the State of California, or otherwise be unenforceable or ineffectual, the validity of the remaining parts, terms, portions, or provisions shall be deemed severable and shall not be affected thereby, provided such remaining portions or provisions can be construed in substance to constitute the Agreement which the Parties intended to enter into in the first place.

19. Responsibility Of Project Representatives

All matters concerning the administration of this Agreement, which are within the responsibility of the Parties shall be under the direction of, or shall be submitted to, the respective Project Representative or the Party's employee specified, in writing, by the Project Representative.

20. Waiver

Waiver by either Party of a breach of any covenant of this Agreement shall not be construed to be a continuing waiver of any subsequent breach. A Party's receipt of consideration with knowledge of the other's violation of a covenant does not waive the Party's right to enforce any covenant of this Agreement. However, neither Party shall waive any provision of this Agreement unless the waiver is not against public policy or current laws, in writing, signed by a representative of each Party with the authority to sign, and signed by all Parties.

21. Authority and Capacity

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 the Agreement shall comply with all requirements of law, including capacity and authority to amend or modify the Agreement.

22. Binding On Successors

All of the conditions, covenants, and terms identified in this Agreement apply to any successor or assignee of the Parties to this Agreement with each assignee or successor held jointly and severally liable under this Agreement. However, no assignment or subcontract of either Party is permitted, except with the prior written authorization of the other Party.

23. Cumulative Remedies

All of the various rights, powers, and remedies of the Parties shall be construed as cumulative, and no one of them exclusive of any other or of any other legal or equitable remedy which a Party might otherwise have in the event of a breach or default of any condition, covenant, or term by the other Party. The exercise of any single right, option, election, power, or remedy shall not in any way, impair any other right, option, election, power, or remedy until all duties and obligations imposed shall have been full performed.

24. Independent Advice

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.

25. 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.

26. Confidentiality

The CDSS and County staff shall comply with the provision of W&IC, Section 10850 and Family Code, Section 9200 et seq. to assure that all records concerning individuals made or kept by any officer or agency in connection with the administration of any service under this Agreement will be kept confidential. The CDSS and the County will maintain the confidentiality of all information and records in accordance with current laws, regulations, and policies. Exchange of information shall be for the purpose of promoting the best interests of the child and the administration of the program.

Each County and the CDSS shall maintain their own confidentiality regulations and guidelines to review and follow. The location of those guidelines shall be made known to all employees. The CDSS and the County shall inform its employees, agents, and subcontractors of the confidentiality provisions and further agree that any person knowingly and intentionally violating the provisions of said laws is guilty of a misdemeanor.

27. Mailing Of Confidential Information

The Parties may use the United States Postal Service to deliver records containing personal or confidential information to the other provided that the record(s) are double enveloped with the interior envelope identified as confidential with the name of the recipient of the mail on the interior envelope. Additionally, each shall require that the

records being delivered shall only be delivered to the addressee with an acknowledgement of receipt. The Party sending the records shall be responsible for obtaining a copy of the signed receipt and maintaining it.

28. Transporting Records

The Parties agree that all records containing personal or confidential information shall be transported in a secure manner. When using a third Party who is not a Party to this Agreement to transport records to the other Party, the Parties shall each notify the other before sending records to the other containing personal or confidential information, as defined in law. Notice may be provided electronically, but receipt of the message must be confirmed before commencing the transport of the records to the other Party. Additionally, except for personal delivery by a representative of the Parties a bonded courier service shall be used. The records shall be securely double-enveloped or boxed with the interior envelope or box identified as confidential and properly addressed to the intended recipient/employee. Upon delivery, the courier shall obtain a signed acknowledgement of receipt from the entity receiving the documents. The Party sending the records shall be responsible for obtaining a copy of the signed receipt and maintaining it.

29. Form 700

All employees and managers required to file an annual Form 700 pursuant to the Conflict of Interest Code and/or Government Code, Section 87200 shall do so with the CDSS' Central Office located at 744 P Street, MS 8-12-91, Sacramento, CA 95814.

30. Venue

It is agreed by the Parties to this Agreement that, unless expressly waived by the CDSS, any action brought to enforce any of the provisions of this Agreement for declaratory relief shall be filed in and remain in a court of competent jurisdiction in the County of Sacramento in the State of California.

31. Controlling Law

The validity, interpretation, and performance of this Agreement shall be construed under the laws of the State of California, or when applicable federal law.

32. Captions

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

33. Definitions

"Shall" and "will" and "agrees" are mandatory. "May" is permissive.

34. Identifying Agreed Upon Changes to the Agreement

The Parties agree that every amendment shall identify in typed print strike-through the words of the Agreement to be deleted by the amendment and no longer applicable to the Agreement; and new words added by the amendment shall be identified in bold font and underlined. For a subsequent amendment, the words deleted by the prior amendment with the strike-through shall not be included; and the words previously bolded in the prior amendment shall no longer be bolded.

Amendments to the Agreement may be made in whole or in part, as appropriate and selected by the Parties.

Exhibit B Budget and Budget Justification

Case Review Funding

Counties are provided funding including state general fund and a county match for staffing case review activities in the form of a Full Time Equivalent (FTE). The number of FTEs (and corresponding funding amount) is determined based on the combined number of child welfare and probation cases per county. There is a total of four different tiers:

- 1.) Counties that have an average of between 40-89 cases available for sampling per quarter perform eight (8) case reviews per year and are allocated one (1) FTE.
 - a. Counties that have an average of 39 or less cases available for sampling per quarter perform one (1) to four (4) case reviews per year.
- 2.) Counties that have an average of between 90-399 cases available for sampling per quarter perform 20 case reviews per year and are allocated two (2) FTEs.
- 3.) Counties that have an average of between 400-999 cases available for sampling per quarter perform 48 case reviews per year and are allocated three (3) FTEs.
- 4.) Counties that have an average of 1,000 or more cases available for sampling per quarter perform 100 case reviews per year and are allocated four (4) FTEs.

Case Review Agreement Options and Costs

Only those counties who fall into Tier 1 or 2 can enter this Agreement with CDSS for case reviews. Counties in Tier 1 are allocated \$86,954 annually for case review activities. Counties in Tier 2 are allocated \$173,910 annually for case review activities. If County enter this Agreement after Quarter 1 has begun, the County will reimburse the CDSS at a pro-rated rate cost. In addition, the CDSS would be responsible for a pro-rated number of cases. If County opts out of this Agreement written notice must be provided no later than March 1st.

For purposes of this Agreement, County may opt to have CDSS complete all elements of case review, including completion of the case review and first level quality assurance on behalf of the County or they may opt to only contract with CDSS for the first level quality assurance and maintain the responsibility for completing the case review components. Depending on what option the County selects, the following applies:

Option 1: CDSS Conducted Case Review & Quality Assurance – For this option, CDSS would invoice the County for up to 90 percent of the County allocation (inclusive of both state general fund and county match).

- CDSS would invoice Tier 1 counties for \$78,259 (90 percent of \$86,954).

- CDSS would invoice Tier 2 counties for \$156,519 (90 percent of \$173,910).

Option 2: CDSS Conducted Quality Assurance - For this option, CDSS would invoice the County for 25 percent of the County allocation (inclusive of both state general fund and county match).

- CDSS would invoice Tier 1 counties for \$21,739 (25 percent of \$86,954).
- CDSS would invoice Tier 2 counties for \$43,478 (25 percent of \$173,910).

Note: For both Options 1 and 2 CDSS will continue to bill based on actual cost from the County Expenditure Claim.

Composit Budget for Tier 1 Counties						
Option 1 - Case Review & Quality Assurance						
Estimate for Entire Proposed Project Period - 07/01/2023 to 06/30/2028						
To:	07/01/2023	07/01/2024	07/01/2025	07/01/2026	07/01/2027	
From:	06/30/2024	06/30/2025	06/30/2026	06/30/2027	06/30/2028	
Total Estimated Annual Cost	Year 1	Year 2	Year 3	Year 4	Year 5	Total Estimated Costs for Project Period
Case Review & Quality Assurance	\$78,259.00	\$78,259.00	\$78,259.00	\$78,259.00	\$78,259.00	\$391,295.00



Governor Gavin Newsom

July 01, 2023

**STATE OF CALIFORNIA
PUBLIC LIABILITY AND WORKERS' COMPENSATION INSURANCE
FISCAL YEAR JULY 1, 2023 / JUNE 30, 2024**

To Whom It May Concern:

In accordance with Government Code section 11007.4, the State of California has elected to be self-insured for liability exposures. Under this form of insurance, the State and its employees acting in the course and scope of their employment are insured for tort liability arising out of official State business. All claims against the State of California based on tort liability should be presented as a government claim to the Government Claims Program, P.O. Box 989052 MS 414, West Sacramento, CA 95798-9052. (Gov. Code section 900, et. seq.) Internet link: <https://www.dgs.ca.gov/ORIM/Services/Page-Content/Office-of-Risk-and-Insurance-Management-Services-List-Folder/File-a-Government-Claim>.

The State of California has also elected to be insured for its motor vehicle liability exposures through the State Motor Vehicle Liability Self-Insurance Program (VELSIP). This program provides liability coverage arising out of the operations of motor vehicles used by state employees for official state business (California Vehicle Code Sections 17000 and 17001). Motor vehicle liability claims against the State of California should be presented to the Office of Risk and Insurance Management, P.O. Box 989052 MS-403, West Sacramento, CA 95798-9052, (800) 900-3634, claims@dgs.ca.gov. If your motor vehicle liability claim is not resolved within six months from the date of loss, California law requires you to file a formal claim with the Government Claims Program, P.O. Box 989052 MS 414, West Sacramento, CA 95798-9052. (Gov. Code section 900, et. seq.) Internet link: <https://www.dgs.ca.gov/ORIM/Services/Page-Content/Office-of-Risk-and-Insurance-Management-Services-List-Folder/File-a-Government-Claim>.

The State of California has a Master Agreement with the State Compensation Insurance Fund regarding workers' compensation benefits for all state employees, as required by the Labor Code.

Sincerely,

A handwritten signature in blue ink, appearing to read "Chris Carroll", is written over a light blue horizontal line.

Christopher Carroll
Associate Risk Analyst
Insurance Services Unit
Phone: (279) 946-7959
Fax: (916) 376-5275
christopher.carroll@dgs.ca.gov

To request updated letter of self-insurance, please submit to riskmanagement@dgs.ca.gov



CALIFORNIA DEPARTMENT OF
GENERAL SERVICES

Governor Gavin Newsom

**STATE OF CALIFORNIA
AUTOMOBILE LIABILITY / PHYSICAL DAMAGE
FISCAL YEAR JULY 1, 2023 / JUNE 30, 2024**

To Whom It May Concern:

Please accept this letter as certification that the State of California has elected to be self-insured for liability and physical damage arising out of the ownership, maintenance, and operation of land motor vehicles.

Under this program, the Office of Risk and Insurance Management administers liability claims arising out of the operation of the vehicle. Physical Damage to such vehicle may be reimbursed by the Employing State Agency in accordance with State Administrative Manual (SAM) sections 2420 and 4116.

Sincerely,

A handwritten signature in blue ink, appearing to read "C. Carroll", is written over a light blue horizontal line.

Christopher Carroll
Associate Risk Analyst
Insurance Services Unit
Phone: (279) 946-7959
Fax: (916) 376-5275
christopher.carroll@dgs.ca.gov

To request updated letter of self-insurance, please submit to riskmanagement@dgs.ca.gov



MARIPOSA COUNTY

Board of Supervisors



RESOLUTION - ACTION REQUESTED 2023-573

MEETING: October 17, 2023

TO: The Board of Supervisors

FROM: Joe Lynch, Director of Health and Human Services

RE: Approve an Agreement with Jackson & Coker Locum Tenens, LLC (Jackson & Coker) in the Amount of \$120,000 for Psychiatric Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

RECOMMENDATION AND JUSTIFICATION

Approve an Agreement with Jackson & Coker Locum Tenens, LLC (Jackson & Coker) in the Amount of \$120,000 for Psychiatric Services; and Authorize the Board of Supervisors Chair to Sign the Agreement.

Jackson & Coker provides specialty psychiatric services to HHSA four hours per week. This allows HHSA to provide expanded services to the community through convenient video sessions at our Community Health Center. This supplements our part-time psychiatrist on staff, who is available only two days per week. Jackson & Coker can also provide additional coverage in times of unanticipated need, such as a fire or other disaster.

HHSA recommends contracting for these additional four hours per week to meet client needs. Jackson & Coker will locate, screen, and present psychiatrists licensed in the State of California to provide required mental health services.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board of Supervisors approved an Agreement with Jackson & Coker on July 19, 2022 through Resolution No. 2022-429.

The Board of Supervisors approved the First Amendment to the Agreement with Jackson & Coker on August 15, 2023 through Resolution No. 2023-458.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If this agreement is not approved, this would likely result in increased wait times for those in our community who need specialty psychiatric services, including medication prescriptions.

FINANCIAL IMPACT

There is no impact on the General Fund.

ATTACHMENTS

1. Mariposa County and J&C 07.01.2023-06.30.2024

VOTE RESULT

RESULT: **Adopted (UNANIMOUS)**

MOVER: District IV Supervisor Wayne Forsythe

SECONDER: District II Supervisor Shannon Poe

AYES: District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

CONTRACT NUMBER:

DEPARTMENT: HEALTH AND HUMAN SERVICES

COMPANY: JACKSON & COKER LOCUM TENENS, LLC

TYPE OF AGREEMENT: SPECIAL SERVICES

THIS AGREEMENT is made and entered into by and between the County Of Mariposa, a Political subdivision of the State of California, (hereinafter referred to as "COUNTY"), and Jackson & Coker LocumTenens, LLC, a private for-profit Corporation, located at 2655 Northwinds Parkway, Alpharetta, Georgia, (hereinafter referred to as "CONTRACTOR").

WHEREAS, COUNTY desires to contract for special services, pursuant to Government Code Section 31000, to provide psychiatric services to its consumers and;

WHEREAS, CONTRACTOR is a locum tenens agency that can source, screen, and present independent contractor licensed psychiatrists on a temporary basis in the State of California ("Contractor Services"); and

WHEREAS, one or more of CONTRACTOR's affiliates may also source, screen and present advanced practice providers (i.e., nurse practitioners and physician assistants) to provide clinical services to COUNTY; and

WHEREAS, the parties desire to set forth herein the terms and conditions under which said Contractor Services shall be furnished.

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

1. SCOPE OF SERVICES

CONTRACTOR will use its best effort to locate, screen, and present psychiatrist(s) and nurse practitioner(s) licensed in the State of California to provide psychiatric services ("Medical Services") on a temporary locum tenens independent contractor basis as requested by the COUNTY to meet the needs of the COUNTY. Acceptance of qualified candidates will be at the COUNTY's discretion. Hereinafter, the licensed psychiatrist(s) and nurse practitioner(s) are referred to as the PROVIDER.

COUNTY will, whenever possible, provide advance notice to CONTRACTOR of the need for a psychiatrist or nurse practitioner and the projected time frame. The recitals above shall be incorporated into the terms of this Agreement.

2. TERM

The term of this Agreement shall commence on July 1, 2023, and continue until the 30Th day of June, 2024, unless sooner terminated in accordance with Sections entitled, "CONDITION SUBSEQUENT/NON-APPROPRIATION OF FUNDING", "TERMINATION FOR CAUSE" or "TERMINATION FOR CONVENIENCE" as specified elsewhere in this Agreement.

3. RATES/COMPENSATION

COUNTY agrees to pay CONTRACTOR and CONTRACTOR agrees to receive compensation for PROVIDER at the following rates:

Psychiatrist (Adult or Child)

Weekday Rate: \$ \$270.00-\$295.00 per hour

Overtime Rate: \$ \$345.00-\$388.00 (hours worked over 8 hours/day plus hours worked on the weekend, including hours worked while on call) 8

Administration fee: waived

Nurse Practitioner

Weekday Rate: \$200.00-\$230.00 per hour

Overtime Rate: \$ 300.00-\$345.00 (hours worked over 8 hours/day plus hours worked on the weekend, including hours worked while on call)

Holiday: \$Premium of one-half of the daily rate

Perm Fee \$30K after 60 days of locums

- The hourly rates are per hour per licensed provider or pro-ration thereof.
- The all-inclusive rates include the provider's hourly rate, travel and lodging expenses, and malpractice insurance.
- **Holiday Premium:** A premium of one-half of the daily rate (4 hours x weekday rate) will be charged for Memorial Day, July 4th, Labor Day, Thanksgiving Day, Christmas Day, New Year's Day and any other holidays recognized by COUNTY, should the PROVIDER render Medical Services/work on the holiday. The premium of one-half of the daily rate will be charged in addition to the full day rate or the actual number of hours worked, whichever is greater.

Should PROVIDER have call duties on the holiday, the premium of one-half of the daily rate will be charged in addition to the Weekend/Holiday on-call rate.

In no event shall Medical Services performed under this Agreement be in excess of the total contract amount by Fiscal Year:

2023-2024: \$120,000

Payments by COUNTY shall be monthly in arrears, for Medical Services provided during the preceding month, after receipt and verification of CONTRACTOR's invoices.

If CONTRACTOR should fail to comply with any significant provision of this Agreement, COUNTY shall be relieved of its obligation for further compensation, pursuant to the notification obligations as further outlined below. CONTRACTOR shall submit to COUNTY monthly-itemized claims for PROVIDER's compensation no later than fifteen (15) days following the completion of the month of Medical Services provided by the PROVIDER. Any and/or all payments for services made under this Agreement shall be paid by check, payable to the order of CONTRACTOR and be mailed or delivered to CONTRACTOR at:

Name: Jackson & Coker LocumTenens, LLC
Address: 2655 Northwinds Parkway.119-608
City/State/Zip Alpharetta, GA 30009

CONTRACTOR may request the COUNTY to have the check mailed or delivered to CONTRACTOR, in such a manner, or at such other address as, CONTRACTOR may from time to time designate to COUNTY. Such request must be made in writing in accordance with such procedures as outlined under Section, "NOTICES".

CONTRACTOR shall hold harmless the State of California in the event COUNTY cannot or will not pay for covered Medical services rendered by PROVIDER pursuant to the terms of this Agreement.

4. RECRUITMENT FEE

COUNTY may enter into a direct relationship with a PROVIDER who has worked with COUNTY or has been introduced or presented by CONTRACTOR, following completion of 60 days locum tenens coverage by that PROVIDER. The recruitment fee

is \$40,000.00 for a physician, \$30,000.00 for an NP. The recruitment fee is payable for any PROVIDER introduced to COUNTY by CONTRACTOR who:

- A. Accepts a position with COUNTY where PROVIDER was assigned or any facility, organization or group owned or operated by, or affiliated with COUNTY, within two years of the date the PROVIDER was introduced or presented, or if the PROVIDER worked, two years from the last day the PROVIDER last provided Medical Services to COUNTY; or
- B. Engages in locum tenens coverage for COUNTY, except through CONTRACTOR, within two years of the date the PROVIDER was introduced or presented and did not work, or if the PROVIDER worked, two years from the last day the PROVIDER last provided Medical Services to COUNTY.
- C. The recruitment fee is due on the first day the PROVIDER performs any of the Medical Services listed above. Pending CONTRACTOR'S receipt of the recruitment fee, paid in full, all locum tenens fees based on the current rates structure will remain in full effect and due through the date on which the recruitment fee is paid in full. The locum tenens fees will not be credited against the separate recruitment fee. These obligations will remain in full effect regardless of the date of termination or cancellation of coverage or cancellation of this Agreement and whether or not either party is in breach of any term of this Agreement.

CONTRACTOR may enter into a direct relationship with a COUNTY PROVIDER who has worked with CONTRACTOR or has been introduced or presented by COUNTY. The recruitment fee is \$40,000.00 for a physician, \$30,000.00 for an NP. The recruitment fee is payable for any COUNTY PROVIDER introduced to CONTRACTOR by COUNTY who:

- A. Accepts a position with CONTRACTOR where COUNTY PROVIDER was assigned or any facility, organization or group owned or operated by, or affiliated with CONTRACTOR, within two years of the date the COUNTY PROVIDER was introduced or presented, or if the COUNTY PROVIDER worked, two years from the last day the COUNTY PROVIDER last provided services to CONTRACTOR; or
- B. Engages in locum tenens coverage for CONTRACTOR, except through COUNTY, within two years from the last day the PROVIDER last provided Medical Services to COUNTY.

5. NOTICES

All notices, requests, demands or other communications under this Agreement shall be in writing. Notice shall be sufficiently given for all purposes to the other party as follows.

- A. Personal Delivery. When personally delivered to the recipient, notice is effective upon delivery.
- B. First Class Mail. When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three mail delivery days after deposit in a United States Postal Service office or mailbox.

- C. Certified Mail. When mailed by certified mail, return receipt requested, notice is effective upon receipt, if delivery is confirmed by return receipt.
- D. Overnight Delivery. When delivered by an overnight delivery service, charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery services.
- E. Electronic Transmission. When sent by facsimile transmission or by internet connection to the last noticed facsimile or internet location provided by the recipient to the party giving notice, notice is effective upon receipt, provided that a duplicate copy of the notice is promptly given by first class mail or certified mail or by overnight delivery to the receiving party. Any notice given by electronic transmission shall be deemed received on the next business day if received after 5:00 P.M. (recipient's time) or on a non- business day.

In order to ensure that Contractor is in compliance with state and federal law, County hereby expressly grants permission to Contractor to send all electronic communications that relate to this contract and Contractor Services provided.

Any correctly addressed notice that is refused, unclaimed or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that the notice was refused, unclaimed or deemed undeliverable by the postal authorities, messengers or overnight delivery service.

Information for notice to the parties to this Agreement at the time of endorsement of this Agreement is as follows:

COUNTY

Director, Mariposa County
Health and Human
Services Agency
P.O. Box 99
Mariposa, CA 95338
(209) 966-2000
Fax: 209-742-0996

CONTRACTOR and PROVIDER Attn.

Jackson & Coker LocumTenens, LLC
2655 Northwinds Parkway 119-608
Alpharetta, GA 30009
Attn: Matt Hale (800)
272-2707
with copy to:
General Counsel
2655 Northwinds Pkwy
Alpharetta, GA 30009

Any party may change its address or electronic addresses by giving the other party notice of the change in any manner permitted by this Agreement.

CONTRACTOR shall submit weekly-itemized invoices, for services performed and the amount owed under this Agreement. Each invoice must:

- A. Detail by task the service performed by PROVIDER.
- B. Detail the labor cost (number of hours x rate) attributed to each task.
- C. Show the cumulative cost for all tasks performed to date.
- D. Provide any additional information and data requested by COUNTY as deemed necessary by COUNTY to properly evaluate or process the invoiced claim. Upon approval by the COUNTY, the sum due herein shall be paid to the CONTRACTOR within thirty days (30) following receipt of a proper invoice. CONTRACTOR shall invoice COUNTY weekly, addressed to the Mariposa County Health & Human Services Agency, P.O. Box 99, Mariposa, CA 95338; Attention: Fiscal Services.

6. CONDITION SUBSEQUENT/NON-APPROPRIATION OF FUNDING

The compensation paid to CONTRACTOR pursuant to this Agreement is based on COUNTY'S continued appropriation of funding for the purpose of this Agreement, as well as the receipt of local, county, state and/or federal funding for this purpose. The parties acknowledge that the nature of government finance is unpredictable, and that the ongoing continuation of this Agreement is therefore contingent upon the receipt and/or appropriation of the necessary funds. COUNTY agrees to inform CONTRACTOR no later than ten (10) calendar days after the COUNTY determines, in its sole but reasonable judgment, that funding will be terminated and the final date for which funding will be available. Under these circumstances, all billing or other claims for compensation or reimbursement by CONTRACTOR arising out of performance of this Agreement must be submitted to COUNTY prior to the final date for which funding is available, which shall be at least thirty (30) days after the CONTRACTOR is notified by the COUNTY. In the alternative, COUNTY and CONTRACTOR may agree, in such circumstance, to a suspension or modification of either party's rights and obligations under this Agreement, provided such suspension or modification is mutually agreed upon in writing. Such a modification, if the parties agree thereto, may permit a restoration of previous contract terms in the event funding is reinstated. Also in the alternative, the COUNTY may, if funding is provided to the COUNTY in the form of promises to pay at a later date, whether referred to as "government warrants," "IOUs," or by any other name, the Agreement may continue pursuant to such arrangement, at the mutual written agreement of the parties.

7. TERMINATION FOR CAUSE

If either party materially defaults in the performance of or repeatedly fails to comply with any of its obligations under this Agreement, or otherwise breaches this Agreement (a "Default"), the other party shall, in addition to any other remedies it may have, provide such party with written notice of Default in the manner set forth under the "NOTICES" clause, specifying the provision(s) or term(s) of this Agreement that such party has failed to satisfy or has breached. Any notice of Default shall provide the alleged defaulting party with thirty (30) calendar days from the date of such notice allowing such party to fully cure the Default to the other party's satisfaction. Should the alleged defaulting party thereafter fail to proceed with all reasonable diligence to fully cure the Default, the non-defaulting party may terminate this Agreement for cause by giving five (5) calendar days written notice to the other party in the manner set forth under Section 6, "NOTICES". In the event of any proceeding by or against the CONTRACTOR, including

but

not limited to bankruptcy, insolvency, appointment of a receiver or trustee, or an assignment for the benefit of creditors, the County may exercise its right of termination under this Section.

8. TERMINATION FOR CONVENIENCE

This Agreement, notwithstanding anything to the contrary herein above or hereinafter set forth, may be terminated by either party at any time without cause or legal excuse by providing the other party with thirty (30) calendar days written notice of such termination. Upon effective date of termination, COUNTY shall have no further financial liability to CONTRACTOR except for payment for actual Contractor Services incurred during the performance hereunder, or as otherwise outlined in Section 11 and herein.

9. COMPENSATION AND LIABILITY FOR DAMAGES UPON TERMINATION

CONTRACTOR shall receive compensation for PROVIDER for any work appropriately completed prior to receipt of the notice of termination that has not been disputed by COUNTY in writing. Neither party, however, shall be relieved of liability to the other for damages sustained by either party by virtue of any breach of this Agreement, regardless of whether this Agreement was terminated at will or for cause. COUNTY may withhold any payments not yet made to CONTRACTOR that is the subject of a good faith dispute provided to the other party in writing for purpose of setoff until such time as the exact amount of damages due to COUNTY from CONTRACTOR or PROVIDER is determined and established in writing, signed by all parties.

10. MODIFICATION OF THE AGREEMENT

Notwithstanding any of the provisions of this Agreement, the parties may agree to amend this Agreement subject to the terms of this section. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto. No oral understanding, or agreement not incorporated herein, shall be binding on any of the parties hereto.

11. INSURANCE

Contractor shall procure and maintain for the duration of the 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 the 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 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 \$3,000,000.

(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 for CONTRACTOR's employees, as applicable, with Statutory Limits, and Employer's Liability Insurance for CONTRACTOR'S employees, as applicable, with limit of no less than \$1,000,000 per accident for bodily injury or disease.

(4) Professional Liability (Errors and Omissions): Insurance appropriate to the Contractor's profession, with limit no less than \$1,000,000 per occurrence or claim, \$3,000,000 aggregate.

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

B. OTHER INSURANCE PROVISIONS

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

(1) Additional Insured Status: The 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 the 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 the 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, the Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the 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 notice to the 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 the 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 the 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 the County. The County may require the 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 the County.

(7) Verification of Coverage: Contractor shall furnish the 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 the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The 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.

12. INDEMNIFICATION

Each party agrees to indemnify and hold harmless the other from and against any and all third party claims, losses, damages, costs and expenses (including reasonable attorney's fees) that arise out of or result from the negligent, reckless or intentional acts or omissions of the indemnifying party (the "Indemnitor") to the extent caused by the Indemnitor. Indemnification is

subject to: (a) the indemnified party promptly providing the indemnitor written notice of the claim; (b) the Indemnitor's right to control the defense and settlement of the claim (provided that the Indemnitor unconditionally releases the indemnified party from all liability); and (c) the indemnified party providing reasonable assistance to the Indemnitor. CONTRACTOR'S obligation to indemnify does not extend to any acts or omissions of PROVIDERS except as related to failing to screen and perform a commercially reasonable background check as outlined herein that should have been realized and disclosed at the time the PROVIDER begins his/her assignment.

13. INDEPENDENT CONTRACTOR

It is mutually understood and agreed that CONTRACTOR and/or PROVIDER are each an independent contractor of each other, and each are independent contractors of the CONTRACTOR under this Agreement. COUNTY shall neither have,

nor exercise any control or direction over the methods by which CONTRACTOR shall perform professional work and functions. The interest and responsibility of the COUNTY is to assure that the Medical Services covered by this Agreement shall be performed and rendered in a competent, efficient and satisfactory manner.

It is mutually understood and agreed that no employer-employee relationship is created and CONTRACTOR shall require PROVIDERS to acknowledge and agree that PROVIDERS will be required to be solely responsible for withholding, reporting and payment of any federal, state or local taxes, contributions or premiums imposed or required by workers' compensation, unemployment insurance, social security, income tax, and other income, fees, and independent contractor statutes or codes applying to PROVIDER, or its sub- contractors and employees, if any.

It is mutually agreed and understood that CONTRACTOR and PROVIDERS, with their sub- contractors and employees, if any, shall have no claim under this Agreement or otherwise against the COUNTY for vacation pay, sick leave, retirement or social security benefits.

CONTRACTOR shall ensure that all its personnel, employees, and the PROVIDER used to perform the Medical Services are aware and expressly agree that COUNTY is not responsible for any such benefits.

14. RECORDS AND INSPECTIONS

CONTRACTOR shall maintain full and accurate records with respect to CONTRACTOR'S services provided under this Agreement. To the extent permitted by law, COUNTY shall have access at times mutually agreed upon by the parties and until the expiration of four (4) years after the furnishing of Contractor Services to such records, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all data, documents, proceedings, and activities directly pertaining to this Agreement, with reasonable advance written notice provided to CONTRACTOR by COUNTY, all at COUNTY'S sole cost. CONTRACTOR shall maintain the records for at least four years.

If this Agreement exceeds Ten Thousand and No/100 Dollars (\$10,000.00), CONTRACTOR shall be subject to the examination and audit of the Auditor General for a period of three (3) years after final payment under contract (Government Code Section 8546.7).

15. REPORTS AND INFORMATION

To the extent permitted by law, CONTRACTOR shall furnish COUNTY such periodic reports as COUNTY may reasonably request to the extent directly pertaining to the CONTRACTOR'S Services provided pursuant to this Agreement. Such reports may include, but not be limited to, information to support billing and/or Provider information, to the extent such Provider information is reasonably available to CONTRACTOR.

16. CONFIDENTIALITY

Each party shall, and CONTRACTOR shall require PROVIDERS to comply with, applicable laws and regulations, including but not limited to California W&I Code Section 5328; to 42 C.F.R. Part 2 and 45 C.F.R Parts 160 and 164, and to the HITECH Act in 42 C.F.R., Chapter 156, regarding the confidentiality of patient information as well as each party's confidential and proprietary information including the terms and conditions of this Agreement and the documents provided to COUNTY in approving and credentialing the PROVIDER. Each party shall, and CONTRACTOR shall require PROVIDER to the extent applicable, to not use identifying information for any purpose other than carrying out the obligations under this contract.

Each party shall not, and CONTRACTOR shall require PROVIDER to not disclose, except as otherwise specifically

permitted by the contract or authorized in writing by the other party, or by the client/patient, as applicable, any such identifying information to anyone other than except as allowed in accordance with State and Federal laws.

For the purposes of the above paragraphs, identifying information will include, but not be limited to: name, identifying number, symbol, or other identifying particular assigned to the individual. To the extent it is determined that CONTRACTOR is a Business Associate under HIPAA regulations, the CONTRACTOR agrees and shall require PROVIDER to agree to comply with the applicable provisions of Public Law 104-191 known as The Health Insurance Portability and Accountability Act of 1996 (HIPAA), and the HIPAA Business Associate addendum attached as Addendum No. 01, to this Agreement and incorporated by this reference as if fully set forth herein. Any conflict between the terms and conditions of this Agreement and the Business Associate Addendum incorporated are to be read so that the more legally stringent terms and obligation(s) of the CONTRACTOR shall control and be given effect.

17. COMPLIANCE AND INTEGRATED ETHICS

The COUNTY is committed to adhere to its adopted code of ethics to ensure that the its business is conducted in an ethical and professional manner; and is consistent with the i ts vision statement: "Enhancing well-being in a safe and thriving community."

COUNTY Compliance is necessary to ensure compliance with applicable federal, state, and local laws, rules, and regulations regarding professional conduct and to ensure that professional conduct reflects the principles of the COUNTY to treat consumers, the general public, and other health service providers with integrity, honesty, courtesy, fairness, and respect.

Contractor agrees to establish commercially reasonable ethical standards for all staff employed by CONTRACTOR. Prior to referral to COUNTY, PROVIDERS shall be informed of the need to establish, for themselves the same or satisfactory ethical standards as required by COUNTY, such standards to be provided in writing by COUNTY so they can be shared with the PROVIDERS prior to referral. The standards shall include compliance with applicable state and federal regulations for safeguarding client information. CONTRACTOR agrees to require PROVIDERS to participate in orientation and trainings reasonably required by COUNTY on the established ethical standards provided by COUNTY to PROVIDER. Written policies and procedures shall be established that ensure organizational and individual compliance, such standards shall be provided in writing to PROVIDER by COUNTY.

18. CULTURAL COMPETENCY

"Cultural Competence" means a set of congruent practice skills, behaviors, attitudes and policies in a system, agency or among those persons providing Medical Services that enables that system, agency or those persons providing Medical Services to work effectively in cross-cultural situations. CONTRACTOR shall require PROVIDER, upon retention for Medical Services, to attend any necessary cultural competency trainings that are designed for COUNTY staff that are responsible for providing specialty mental health services (CCR 1810.211 & CCR 1810.410), as required by COUNTY. CONTRACTOR shall require that the PROVIDER, if necessary and upon reasonable request, make available to COUNTY evidence of such trainings, staff attendance, and course content within 30 days of completion or upon request of COUNTY. PROVIDER shall be required by COUNTY to use professional skills, behaviors, attitudes and policies in their systems that ensure the system, or those being seen in the system, will work effectively in a cross cultural environment as a condition of referral.

19. NONDISCRIMINATION IN EMPLOYMENT, SERVICES, BENEFITS AND FACILITIES

CONTRACTOR agrees, and will contractually require PROVIDER to agree and assure COUNTY, as applicable, that the parties and any subcontractors shall comply with all applicable federal, state, and local Anti-discrimination laws,

regulations, and ordinances and to not unlawfully discriminate, deny family care leave, harass, or allow harassment against any employee, applicant for employment, employee or agent of COUNTY, or recipient of Medical Services contemplated to be provided or provided under this Agreement, because of race, ancestry, marital status, color, religious creed, political belief, national origin, ethnic group identification, sex, sexual orientation, age (over 40), medical condition (including HIV and AIDS), or physical or mental disability. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment, the treatment of COUNTY employees and agents, and recipients of Medical Services are free from such discrimination and harassment.

As applicable, CONTRACTOR agrees to compile data, maintain records and submit reports to permit effective enforcement of all applicable anti-discrimination laws. They shall include this nondiscrimination provision in all subcontracts related to this Agreement.

CONTRACTOR represents and will require PROVIDER to represent that, as applicable, they are in compliance with and agree that they will continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.), the Fair Employment and Housing Act (Government Code § 12900 et seq.), and ensure a workplace free of sexual harassment pursuant to Government Code 12950; and regulations and guidelines issued pursuant thereto.

20. OWNERSHIP OF DOCUMENTS

To the extent permitted by law, CONTRACTOR shall require PROVIDER to agree that technical data, evaluations, reports, documents, or other work products developed by PROVIDER related to the Medical Services provided by PROVIDER hereunder ("Records") shall be the exclusive property of COUNTY and upon request of COUNTY shall be delivered to COUNTY upon completion of the Medical Services authorized hereunder. In the event of termination, all finished or unfinished Records, documents and other materials, if any, at the option of COUNTY, and to the extent permitted by law, shall become the property of the COUNTY. PROVIDER must submit all documentation, assessment, evaluation, diagnosis, progress notes, prescriptions for entry into the COUNTY'S Electronic Health Record. The PROVIDER has the option of direct entry of Medical Services into the Electronic Health Record. PROVIDER may retain copies thereof for its files and internal use. Any publication of information derived from work performed or data obtained in connection with Medical Services rendered under this Agreement must first be approved by COUNTY.

21. QUALITY OF SERVICE

CONTRACTOR shall require PROVIDER to, perform Medical Services with care, skill, and diligence, in accordance with the applicable professional standards currently recognized by such profession, and PROVIDER shall be responsible for the professional quality, accuracy, completeness, and coordination of all reports, information, and other items and Medical Services furnished under this Agreement.

CONTRACTOR shall require PROVIDER to, comply with all applicable Federal, State, and Local laws, ordinances, codes, and regulations in performing Medical Services.

CONTRACTOR shall require PROVIDER to, without additional compensation, correct or revise any errors or deficiencies immediately upon discovery in its reports and other related items or Medical Services. CONTRACTOR shall cooperate in removal of PROVIDER immediately upon reasonable notice from COUNTY.

22. PERSONAL SATISFACTION AS A CONDITION PRECEDENT

Each party shall use commercially reasonable efforts to comply with the provisions of the contract to the reasonable satisfaction of the other party.

23. ENTIRE AGREEMENT

This Agreement and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other contracts, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.

24. COUNTY NOT OBLIGATED TO THIRD PARTIES

The COUNTY shall not be obligated or liable hereunder to any party other than CONTRACTOR .

25. STANDARDS OF PRACTICE

Standards of practice of CONTRACTOR shall be determined by the applicable professional standards of their trade or field of expertise, all applicable provisions of law and other rules and regulations of any and all governmental authorities relating to provision of CONTRACTOR Services as defined in this Agreement.

26. COMPLIANCE WITH STATE LAWS AND REGULATIONS

CONTRACTOR and COUNTY agree, and CONTRACTOR shall require PROVIDER, in capacities established herein, to comply with all applicable State laws and regulations that pertain to construction, health and safety, labor, minimum wage, fair employment practice, equal opportunity, and all other matters, to the extent applicable to such CONTRACTOR, PROVIDER and COUNTY, their sub-grantees, contractors, or subcontractors, and their work.

27. COUNTY'S RIGHTS NOT WAIVED BY PAYMENTS

In no event shall the making, by COUNTY, of any payment to CONTRACTOR constitute, or be construed as, a waiver by the COUNTY of any breach of covenant, or any default which may then exist on the part of CONTRACTOR. The making of any such payment by COUNTY while any such breach or default shall exist, shall not be construed as acceptance of substandard or careless work or as relieving CONTRACTOR from full responsibility under this Agreement.

28. PERSONNEL

CONTRACTOR represents that it has, or will secure at its own expense, all personnel required in performing the Contractor Services under this Agreement All Contractor Services required hereunder will be performed by CONTRACTOR, and all personnel engaged in the work shall be qualified to perform such Contractor Services.

29. FEDERALLY EXCLUDED INDIVIDUALS AND ENTITIES

PROVIDERS and any employees of CONTRACTOR who, because of convictions or because of current or past failures to comply with federal program requirements, are presently designated or who will become designated as ineligible persons or are identified for exclusion from involvement in federal programs, shall be removed from responsibility or participation in or involvement with all aspects of this federally funded program.

CONTRACTOR shall use best efforts using industry standard verification methods to perform on-going exclusion reviews of current employees and of the PROVIDERS to ensure that COUNTY does not hire or contract with any individual or entity under sanction or exclusion by the federal government. As an outcome of on-going exclusion reviews, CONTRACTOR agrees to provide to COUNTY written certification under penalty of perjury that CONTRACTOR has used best efforts using industry standard verification

methods to check that no current employees, subcontractor or agent or PROVIDER is on the list of Excluded Individuals and Entities of the Office of the Inspector General (U.S. Department of Health and Human Services), and the General Services Administration's Excluded Parties Listing system (42 USC Section 1320) CONTRACTOR will provide evidence to the COUNTY of ongoing exclusion reviews by the 5th of each month. CONTRACTOR shall provide checks for the following exclusion databases:

OIG(Office of Inspector General), SAM(System Award Management), Medi-Cal (DHCS), BBS(Board of Behavioral Sciences), NPI(National Plan and Provider Enumeration), SSDMF(Social Security Death Master File).

Or they may choose to have the county run the checks and must provide the SS#, license #, NPI# and DEA#. Failure to comply may lead to contract termination.

30. APPLICABLE LAW AND VENUE

All parties agree that this Agreement and all documents issued or executed pursuant to this Agreement as well as the rights and obligations of the parties hereunder are subject to and governed by the laws of the State of California in all respects as to interpretation, construction, operation, effect and performance.

Notwithstanding any other provision of this Agreement, any dispute concerning any question of fact or law arising under this Agreement or any litigation or arbitration arising out of this Agreement, shall be tried in Mariposa County, unless the parties agree otherwise or are otherwise required by law.

The CONTRACTOR and COUNTY shall adhere to Title XIX of the Social Security Act and conform to all applicable Federal and State statutes and regulations.

31. WAIVER

No waiver by either party of any default, breach or condition precedent shall be valid unless made in writing and signed by the parties hereto. No oral waiver of any default, breach or condition precedent shall be binding on any of the parties hereto. Waiver by either party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent, or any other right hereunder.

32. BREACH OF CONTRACT

Upon breach of this Agreement by a party, the non-breaching party shall have all remedies available to it both in equity and/or at law. Neither party shall be liable for any failure or delay in performing its obligations under this Agreement if and to the extent that such failure or delay is caused by a **Force Majeure** event.

33. SUCCESSORS IN INTEREST

All the terms, covenant, and conditions of this Agreement shall be binding and in full force and effect upon any successors in interest and assigns of the parties hereto. This paragraph shall not be deemed as a waiver of any of the conditions against assignment set forth herein.

34. CONFLICT OF INTEREST

CONTRACTOR covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of this Agreement. CONTRACTOR shall ensure that no conflict of interest exists between its officers, employees, or subcontractors, and the COUNTY. CONTRACTOR shall ensure that no

COUNTY officer or employee, whose position in the COUNTY enables them to influence this Agreement, shall have any direct or indirect financial interest resulting from this Agreement or shall have any relationship to the CONTRACTOR or officer or employee of the CONTRACTOR, nor that any such person will be employed by CONTRACTOR in the performance of this Agreement without immediate divulgence of such fact to the COUNTY.

35. CAPTIONS

The captions of each paragraph in this Agreement are inserted as a matter of convenience and reference only, and in no way define, limit, or describe the scope or intent of this Agreement or in any way affect it.

36. SUBCONTRACTS - ASSIGNMENT

The parties agree that they shall not subcontract or assign this Agreement, or any part thereof, or interest therein, directly or indirectly, voluntarily or involuntarily, to any person without obtaining prior written consent by the other party. Both parties remain legally responsible for the performance of all contract terms including work performed by third parties under subcontracts. Any subcontracting will be subject to all applicable provisions of this Agreement. Both parties shall be held responsible for the performance of any subcontractor.

37. SEVERABILITY

If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable or invalid, in whole or in part, for any reason, the validity and enforceability of the remaining provisions, or portion of them, will not be affected. With the exception of payment for actual services incurred during the performance hereunder, compensation due from the COUNTY, may be adjusted in proportion to the benefit received despite the removal of the effected provision, provided that both parties mutually agree in writing.

38. DISCLAIMERS

CONTRACTOR will require that each PROVIDER as a medical professional will enter into an agreement with CONTRACTOR that ensures that the PROVIDER understands and agrees that California Medical ethics and laws require them to be independent contractors and that their participation as a PROVIDER is expressly conditioned upon their status and that they are the exclusive provider of their own health insurance, workers' compensation insurance, unemployment insurance, and processing deposits to comply with applicable State, local and Federal income and self-employment tax requirements.

39. DUPLICATE COUNTERPARTS

This Agreement may be executed in duplicate counterparts, each of which shall be deemed a duplicate original. The Agreement shall be deemed executed when signed by both parties.

40. CONTRACT WITH PROVIDER

To ensure compliance by PROVIDER with terms imposed through CONTRACTOR by this agreement, each PROVIDER will be required by COUNTY to acknowledge in writing and agree to comply with the obligations that are applicable to PROVIDER provided herein.

COUNTY OF MARIPOSA

CONTRACTOR

Miles Menetrey, Chair
Board of Supervisors

Matt Hale, VP

ATTEST:

APPROVED AS TO
FORM:

Danielle Bondshu
Clerk of the Board

Steven W. Dahlem
County Counsel

Mariposa County Health and Human Services Agency Contract Number:

Addendum Number: 01

HIPAA BUSINESS ASSOCIATE ADDENDUM

This Health Insurance Portability Accountability Act (hereafter referred to as "HIPAA") Business Associate Addendum supplements and is made a part of the parties underlying Agreement (Contract

No.:) by and between Merced County and the other contracting party (referred to hereafter as "Business Associate").

To the extent it is determined that Jackson & Coker LocumTenens, LLC is a Business Associate under

HIPAA regulations, Business Associate shall comply with, and assist the County in complying with, the privacy and security requirements of HIPAA, codified at Title 42 USC 1320d et. seq., and its implementing

regulations, including but not limited to Title 45 CFR, Parts 160 and 164, as amended from time to time, hereinafter collectively referred to as the "Privacy Rule" or "Security Rule" as appropriate. Terms used

but not otherwise defined in this Addendum shall have the same meaning as those terms that are used

in the Privacy Rule and Security Rule.

1. Use and Disclosure of Protected Health Information:

- a. Except as otherwise provided in this Addendum, Business Associate may use or disclose HIPAA protected health information (hereafter referred to as "PHI") or electronic protected health information (hereinafter referred to as "EPHI") to perform functions, activities or services for or on behalf of the County, as specified in this Addendum, provided that such use or disclosure would not violate the Privacy Rule or Security Rule if done by the County or the minimum necessary policies and procedures of the County component.
- b. Except as otherwise limited in this Addendum, Business Associate may use and disclose PHI/EPHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that such disclosures are required by law or Business Associate obtains reasonable assurances from the person or entity to whom the information is disclosed that such PHI/EPHI 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 or entity, and that such person or entity notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- c. Except as otherwise limited by this Addendum, Business Associate may access PHI/EPHI to provide data aggregation services related to the health care operation of the County without disclosure of confidential information of individuals.

2. Safeguard of PHI/EPHI:

- a. Business Associate shall use reasonable and appropriate safeguards to prevent the use or disclosure of PHI/EPHI not provided for by this Addendum, the Privacy Rule, or the Security Rule.
- b. Business Associate shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that it creates, receives, maintains, or transmits on behalf of the County health care component as required by the HIPAA Security Rule.

3. Unauthorized Use or Disclosure of PHI/EPHI:

Business Associate shall report to the County health care component any use or disclosure of PHI/EPHI not provided for by this Addendum, the Privacy Rule or the Security Rule.

4. Mitigation of Disallowed Uses and Disclosures:

Business Associate shall mitigate, to the extent practicable, any harmful effects that are known to the Business Associate of a use or disclosure of PHI/EPHI by the Business Associate in violation of the requirements of this Addendum, the Privacy Rule or the Security Rule.

5. Agents and Subcontractors of the Business Associate:

Business Associate shall ensure that any agent, including but not limited to a subcontractor, to which the Business

Associate provides PHI/EPHI either created or received by the Business Associate from or on behalf of the County health care component, shall comply with the same restrictions and conditions of this Addendum, the Privacy Rule, and the Security Rule.

6. Access to PHI/EPHI:

Business Associate shall provide access to any PHI/EPHI maintained by the Business Associate on behalf of the County health care component at the request of, and in a time and manner reasonably designated by the County health care component. The Business Associate shall also provide access to PHI/EPHI in accordance with the terms of the contractual Agreement hereunder in order for the County component to meet the requirements of the Privacy Rule and 45 CFR 164.524.

7. Amendment(s) to PHI and Addendum:

- a. Business Associate shall make any amendment(s) to PHI/EPHI that the County health care component directs or at the request of the County, and in a time and manner designated by the County component in accordance with the Privacy Rule and 45 CFR 164.526.
- b. Notwithstanding any provision to the contrary in the parties Agreement or this Addendum, the County health care component may amend this Addendum by providing ten (10) day prior written notice to Business Associate in order to maintain compliance with the Privacy Rule. Such amendment(s) shall be binding on the Business Associate at the end of the ten (10) day period and shall not require the further consent of the Business Associate. Business Associate may elect to discontinue the parties Agreement within the ten (10) day period, but the Business Associate's duties hereunder to maintain the security and privacy of PHI shall survive such discontinuance or termination. County component and Business Associate may otherwise amend this Addendum by mutual written consent.

8. Documentation of Uses and Disclosures:

Business Associate shall document all disclosures of PHI/EPHI and information related to such disclosures in a manner as would be required for the County health care component to respond to a request by an individual for an accounting of disclosures of PHI/EPHI in accordance with the Privacy Rule and 45 CFR 164.528.

9. Accounting of Disclosures:

Business Associate shall provide to the County health care component, in the time and manner reasonably designated by the County component, information collected in accordance with 45 CFR 164.528 and the Privacy Rule, to permit the County to respond to a request by an individual for an accounting of disclosures of PHI/EPHI pursuant to the Privacy Rule and 45 CFR 164.528.

10. Records Available to the County and the Secretary of HHS:

Business Associate shall make its internal practices and records related to the use, disclosure, and privacy protection of PHI/EPHI received from the County health care component, or created or received by the Business Associate on behalf of the County component, available to the County or to the Secretary of the Health and Human Services ("HHS") for purposes of the Secretary of HHS in determining the County's compliance with the Privacy Rule and Security Rule in the time and manner reasonably designated by the County or the Secretary of HHS.

11. Federal Health Care Exclusion:

Business Associate shall provide to the County health care component written certification that no employee, subcontractor or agent of the Business Associate is on the list of Federal Health Care Excluded Individuals/Entities.

12. Transfer or Destruction of Information on Contract Termination:

Prior to or at the time of termination, for any reason, of the parties contractual Agreement with this Addendum, Business Associate with agreement of COUNTY shall elect to comply with one of the following procedures.

- a. Business Associate shall transfer or return to the County health care component all PHI/EPHI records and information that were either received from the County component or were created or received by the Business Associate on behalf of the County component. No copies of PHI/EPHI arising from this agreement may be kept. This provision applies to relative PHI/EPHI in the possession of employees, subcontractors or agents of the Business Associate. The PHI/EPHI and any related information created or received from or on behalf of the County component are and shall remain the property of the County. Business Associate agrees that it acquires no title in or rights to the information, including any de-identified information. Any PROVIDER contacted in relation to this contract shall be advised of requirements of handling PHI and agree to accept such responsibility for Merced County files.

- b. Business Associate shall destroy all PHI/EPHI received from the County health care component, or created or received by the Business Associate on behalf of the County component. This provision shall apply to PHI/EPHI in possession of subcontractors or agents of the Business Associate. Business Associate, its employees, agents or subcontractors shall retain no copies of PHI/EPHI records or information.
- c. In the event that the Business Associate determines that neither transferring nor destroying such PHI/EPHI records or information is legally feasible, Business Associate shall provide the County health care component notification of the conditions that make transfer or destruction infeasible. Upon mutual agreement of the parties that transfer or destruction of the PHI/EPHI is not feasible, Business Associate shall extend the protections of this Addendum to such PHI/EPHI and limit as required by the Privacy Rule or Security Rule any further use or disclosures of such PHI/EPHI for so long as Business Associate, its successors, employees, agents or subcontractors, maintains such PHI/EPHI. Business Associate's obligation to maintain the security and privacy of such PHI/EPHI shall survive the termination of the parties Agreement and this Addendum.

13. Material Breach and Termination:

Notwithstanding any other provision in the parties contractual Agreement hereunder, and this Addendum, if the County health care component becomes aware of a pattern of activity(s) that violates this Addendum, the Privacy Rule or the Security Rule by the Business Associate, its employees, agents or subcontractors, and reasonable steps to cure the violation(s) within thirty (30) days from the mailing of the written notice by the County to cure the violation(s) is unsuccessful, then the County will terminate the parties Agreement and this Addendum, or if not feasible; report the violation(s) to the Secretary of the Health and Human Services. COUNTY at any time may exercise all rights to seek injunctive relief to prevent or stop the unauthorized use or disclosure of PHI/EPHI by the Business Associate, by any Business Associate employees, agents or subcontractors, or by any third party who has received PHI/EPHI from the Business Associate.

14. Indemnification and Hold Harmless:

Business Associate shall defend, indemnify and hold harmless the County and its respective employees and agents from and against any and all losses, costs, claims, damages, penalties, fines, liabilities, legal actions, judgments and expenses of every kind, including but not limited to reasonable attorney's fees, asserted or imposed by a third party against the County, or its employees or agents, to the extent arising out of the acts or omissions of Business Associate or any of its employees or agents to whom Business Associate provides PHI/EPHI related to the performance or non-performance of this Addendum and compliance with the Privacy Rule and Security Rule. For the purposes of this section, the parties agree that PROVIDERS are to be placed with COUNTY, but not considered employees, agents, subcontractors, or assigns of Business Associate or County.

15. Interpretation:

Any ambiguity in this Addendum shall be resolved to permit the County to comply with the Privacy Rule and Security Rule. If any provision of this Addendum is deemed by the court of proper jurisdiction to be illegal or unenforceable by law, all other remaining provisions and the parties intent under this Addendum are to be given full legal effect so as to further the protections of the private medical information under the Privacy Rule and Security Rule.

16. HITECH Act requirements in Chapter 156 of Title 42 of the United States Code apply to all Business Associate agreements and all Personal Health Information transfers, handling, storage and protection. Specific requirements for notification and for publication concerning improperly released information are in effect as of February 17, 2010. A business associate receiving any personal health information now has specific responsibilities for correct handling and for notice of any breach of security concerning personal health information.

Business Associate is responsible for compliance with the provisions of the HITECH Act which is presently Chapter 156 of Title 42 of the United States Code. Chapter 156 includes sections 17921 through 17953. Business Associate is now subject to the confidentiality requirements imposed upon covered entities and shall be responsible for the safe and secure handling of Personal Health Information (PHI) and specifically for secure protection of electronic and recorded records of PHI. Notice by the Business Associate to individuals whose records may have been compromised by a breach of security is required. Notice shall be by first class mail where possible, appropriate posting of information concerning the breach when contact cannot be made and, when involving 500 or more individuals, direct reporting to the Department of Health and Human Services.



Jackson & Coker
2655 Northwinds Parkway
Alpharetta, GA 30009
Phone: 800.272.2707
Fax: 800.936.4562

CLIENT AGREEMENT ADDENDUM (CALIFORNIA CLIENTS)

This **CLIENT AGREEMENT ADDENDUM** (this "addendum") is between County of Mariposa ("Client" or "you") and **JACKSON & COKER LOCUMTENENS, LLC** ("J&C," "we" or "us").

1.0 Overview

This Addendum provides additional terms and conditions related to the provision to you of our locum tenens employees to provide services for you or your facility(ies) within the State of California (each, an "Assigned Employee").

2.0 Workplace Safety

To assist us in meeting the obligations required for the selected Assigned Employees to provide services at your facility(ies), you agree that you or your assigned facility(ies) will:

- 2.1** Retain exclusive control over the safety of the facility(ies) where the Assigned Employees work, and retain sole responsibility for compliance by such facility(ies) with applicable federal, state and local health and safety laws, regulations, ordinances, directives and rules relating to the workplace;
- 2.2** Use best efforts to identify and eliminate all known workplace threats to Assigned Employees' health or safety;
- 2.3** Take reasonable steps to evaluate the worksite conditions pertaining to the health and safety of the Assigned Employees, by doing periodic inspections;
- 2.4** Use best efforts to identify all known hazards to the Assigned Employees' health and safety, inform the applicable Assigned Employees of such health and safety hazards, and take all reasonable measures to eliminate such health and safety hazards;
- 2.5** Supply the Assigned Employees, according to the required specialty, reasonably maintained usual and customary equipment, usual and customary supplies, a suitable practice environment complying with accepted clinical and procedural standards and, as necessary, appropriately trained support staff to enable the Assigned Employees to perform the services;
- 2.6** Supply the Assigned Employees with appropriate and required personal protective equipment ("PPE");
- 2.7** Provide legally required training to the Assigned Employees regarding the safe performance of job duties, the proper use of PPE, and the maintenance of a safe work environment;
- 2.8** Use best efforts to establish and maintain a written, effective Injury and Illness Prevention Program ("IIPP") that protects the Assigned Employees;
- 2.9** Demonstrate to us that you have implemented specific safety programs as required by and in compliance with state mandates and OSHA requirements;
- 2.10** Cooperate with us in accident/injury investigations initiated by our workers' compensation insurance carrier or its representative;
- 2.11** Comply with all applicable Federal, State and local laws, including but not limited to the Civil Rights Act of 1866, 1964 (including Title VII), and 1991; the Age Discrimination in Employment Act ("ADEA"); the Americans with Disabilities Act ("ADA"); the National Labor Relations Act ("NLRA"); the Vietnam Era Veteran's Readjustment Assistance Act ("VEVRAA"); the Fair Credit Reporting Act ("FCRA"); the Immigration Reform and Control Act ("IRCA"); the Older Workers Benefits Protection Act ("OWBPA"); the Occupational Health and Safety Act ("OSHA"); the Uniformed Services Employment and Reemployment Rights Act ("USERRA"); the Genetic Information Non-Discrimination Act ("GINA"); and all other applicable local, state (including any and all states within the United States), and federal laws governing discrimination and harassment in the workplace and the regulation of wages and hours in the workplace; and
- 2.12** Represent and warrant that you have maintained, and will continue to maintain throughout the term of the Client Agreement and this Addendum, your workplace(s), machinery, equipment, and environmental factors in compliance with applicable workplace safety laws.

3.0 Onboarding and Orientation

To enable us to ensure that the selected Assigned Employees are properly prepared and oriented to provide services at your facility(ies), you agree that you or your assigned facility(ies) will:

- 3.1** Cooperate with us to assure that each Assigned Employee has submitted all documentation required for such Assigned Employee to be properly onboarded at your facility(ies);
- 3.2** Provide all Assigned Employees with orientation and/or training so that they become properly oriented to and familiar with your facility(ies) and your workplace safety policies;
- 3.3** Provide all Assigned Employees with training on your electronic health records ("EHR") system;
- 3.4** Distribute to the Assigned Employees all policies and procedures with which you expect the Assigned Employees to comply; and
- 3.5** Provide each Assigned Employee with a designated workplace manager or supervisor and, as applicable, with a supervising physician.

4.0 General

- 4.1** You agree to provide J&C with prompt notice of your inability to meet any of the provisions set forth herein.
- 4.2** Any conflict between the terms of this Addendum and the terms of the Client Agreement shall be governed by the terms of this Addendum.

[Signatures on next page]

Initial: _____

The effective date of this Client Agreement Addendum is 07/01, 2023.

CLIENT:

By: _____

Name: Miles Menetrey

Title: Chair, Board of Supervisors

Date: _____

Federal Employer ID:

Notice Address:

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

JACKSON & COKER LOCUMTENENS, LLC:

By: _____

Name: Matt Hale

Title: VP

Date: _____

Notice Address:

2655 Northwinds Parkway
Alpharetta, GA 30009
Attn: _____
Fax: (800)936-4562

Approved as to Legal Form:

Steve W. Dahlem, County Counsel



MARIPOSA COUNTY

Board of Supervisors



RESOLUTION - ACTION REQUESTED 2023-574

MEETING: October 17, 2023

TO: The Board of Supervisors

FROM: Joe Lynch, Director of Health and Human Services

RE: Approve an Agreement with Quest Community Counseling Services in the Amount of \$150,000 for Counseling Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

RECOMMENDATION AND JUSTIFICATION

Approve an Agreement with Quest Community Counseling Services in the Amount of \$150,000 for Counseling Services; and Authorize the Board of Supervisors Chair to Sign the Agreement.

Quest Community Counseling Services is a Medi-Cal certified provider and may provide counseling services to clients that have Medicare, Medi-Cal, and/or private insurance.

Medi-Cal clients referred to this contractor may be seen as long as necessary for the purpose of stabilization. Clients seen over a period of time must continue to meet medical necessity as evidenced by a yearly treatment plan update. All records for these referred clients must be kept in the Mariposa County Behavioral Health Anasazi Electronic Health Record (EHR) system. Case documentation that meets professional standards must be kept in the Anasazi system, including acceptable updated assessments, treatment plans and progress notes. Documentation will be monitored by the Behavioral Health Utilization Review Committee. All independent contractors will work under the guidelines established by the Mental Health Services Contract currently in effect between the Health and Human Services Agency and the State Department of Mental Health as outlined in Exhibit A of the contract.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The most recent agreement for this facility was approved by the Board on October 4, 2022, by Resolution Number 2022-571.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If the agreement is not approved, we may have longer wait times for clients to be served.

FINANCIAL IMPACT

There is no impact on the General Fund.

ATTACHMENTS

1. FY23-24 Quest Community Counseling Services

VOTE RESULT

RESULT: **Adopted (UNANIMOUS)**

MOVER: District IV Supervisor Wayne Forsythe

SECONDER: District II Supervisor Shannon Poe

AYES: District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

AGREEMENT FOR COUNSELING SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 20__, by and between the County of Mariposa, a political subdivision of the State of California, ("County"), and Quest Community Counseling ("Contractor"), pursuant to the following terms and conditions.

W I T N E S S E T H:

1. TERM

The term of this Agreement shall commence on July 1, 2023 and terminate on June 30, 2024 unless extended as provided by this Agreement.

2. SERVICES

Contractor shall perform counseling services as described in Exhibit A, "Scope of Work," and Exhibit B, "Deficit Reduction Act-Obligations of Duty" which are attached hereto and incorporated herein by reference. Contractor shall provide all staffing and materials necessary to perform the Scope of Work.

3. COMPENSATION

Contractor shall be compensated for services performed in an amount not to exceed \$150,000. Contractor's hourly rates are listed in Exhibit C, "Payment Terms and Conditions." 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 three times the required occurrence limit.

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

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

(4) Professional Liability (Errors and Omissions): Insurance appropriate to Contractor's profession, with a limit of no less than \$3,000,000 aggregate.

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

B. OTHER INSURANCE PROVISIONS

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

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

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

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

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

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

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

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

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

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

5. HOLD HARMLESS/INDEMNIFICATION

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

6. INDEPENDENT CONTRACTOR

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

7. PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)

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

8. STATE AND FEDERAL TAXES

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

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

9. AUDITS AND INSPECTIONS

Contractor shall at any time during business hours, and as often as County may deem necessary, make all of its premises, physical facilities, equipment, books, records, documents contracts, computers, or other electronic systems pertaining to Medi-Cal enrollees, Medi-cal related activities, services and activities furnished under the terms of this contract, or determinations of amounts payable available to County, Department of Health Care Services (DHCS), Centers for Medicare and Medicaid Services (CSM), Health and Human Services (HHS) Inspector General, the United States Comptroller General, their designees, and other authorized federal and state agencies. (42 C.F.R. §438.3(h)). Contractor shall, upon the request of County, permit County to audit and inspect all of such records and data necessary to ensure Contractor's compliance with the terms of this Agreement. This audit right will exist for 10 years from the final date of the contract period or from the date of completion of any audit, whichever is later. (42.C.F.R. §438.230(c)(3)(iii).) DHCS, CMS, or the HHS Inspector General may inspect, evaluate, and audit the subcontractor at any time if there is a reasonable possibility of fraud or similar risk, then. (42 C.F.R. §438.230(c)(3)(iv).) If compensation to be paid by County under this Agreement exceeds Ten Thousand Dollars (\$10,000), Contractor shall be subject to the examination and audit of the California State Auditor, as provided in Government Code section 8546.7, for a period of three (3) years after final payment under this Agreement. This section survives the termination of this Agreement.

10. ASSIGNMENT

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

11. NOTICE

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

CONTRACTOR:

COUNTY:

Quest Community Counseling
5037 Bullion Street
Mariposa, CA 95338

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

12. NONDISCRIMINATION AND COMPLIANCE

Contractor shall comply with all federal, state, and local laws, codes, ordinances, and regulations applicable to Contractor's performance under this Agreement, including, but not limited to, laws related to prevailing wages. Consistent with the requirements of applicable federal law, such as 42 Code of Federal Regulations, part 438.3(d)(3) and (4), and state law, the contractor shall not engage in any unlawful discriminatory practices in the admission of beneficiaries, assignments of accommodations, treatment, evaluation, employment of personnel, or in any other respect on the basis of race, color, gender, gender identity, religion, marital status, national origin, age, sexual orientation, or mental or physical handicap or disability as prohibited by state or federal law.

Contractor shall comply with the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, pertaining to the prohibition of discrimination against qualified handicapped persons in all federally assisted programs or activities, as detailed in regulations signed by the Secretary of Health and Human Services, effective June 2, 1977, and found in the Federal Register, Volume 42, No. 86, dated May 4, 1977.

13. PUBLIC RECORDS ACT

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

14. ENTIRE AGREEMENT AND MODIFICATION

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

15. ENFORCEABILITY AND SEVERABILITY

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

16. TERMINATION AND RIGHTS UPON TERMINATION

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

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

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

17. NO WAIVER

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

18. DISPUTES

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

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

19. CAPTIONS

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

20. NUMBER AND GENDER

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

21. MANDATORY AND PERMISSIVE

“Shall” is mandatory. “May” is permissive.

22. SUCCESSORS AND ASSIGNS

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

23. COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (“CUETA”), Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA, as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

24. OTHER DOCUMENTS

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

25. CONTROLLING LAW

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

26. AUTHORITY

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

27. NEGOTIATED AGREEMENT

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

28. NO RELIANCE ON REPRESENTATIONS

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

29. WARRANTY

County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby warrants that all work shall be performed in accordance with generally accepted professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release.

30. FUNDING AVAILABILITY

It is mutually agreed that if the County budget of the current fiscal year and/or any subsequent fiscal year covered under this Agreement does not appropriate sufficient funds for this Agreement, this Agreement shall terminate and be of no further force and effect upon the day notice is provided by County to Contractor of such event. Upon termination of this Agreement, County shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement except for services rendered prior to such termination and Contractor shall not be obligated to perform any provisions of this Agreement. Contractor's assumption of risk of possible non-appropriation is part of the consideration for this Agreement. County budget decisions are subject to the discretion of the Board of Supervisors.

If funding for any fiscal year is reduced or deleted by the County budget for purposes of this Agreement, the County shall have the option to either cancel this Agreement with no liability occurring to the County, except County must reimburse Contractor for services rendered prior to such reduction or modification of the County budget, or offer an amendment to this Agreement to Contractor to reflect the reduced amount.

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

COUNTY OF MARIPOSA

CONTRACTOR

Miles Menetrey, Chair
Board of Supervisors

Scott Seymour, Executive Director
Quest Counseling Services

COUNTERSIGNED:
(Government Code §25103)

APPROVED AS TO FORM:

Danielle Bondshu
Clerk of the Board

Steven W. Dahlem
County Counsel

Exhibit A
SCOPE OF WORK

I. Contact Person & Information:

Scott Seymour
5037 Bullion Street
Mariposa, CA 95338
209-742-5080

II. Program Description:

- A. Contractors may provide “covered” services to Medi-Cal clients that are listed under the Specialty Mental Health Services of the Mental Health Plan. Authorized services include:
1. Initial and annual updated assessments;
 2. Individual Therapy;
 3. Group Therapy;
 4. Family Therapy;
 5. Plan Development;
 6. Case Management;
 7. Crisis Intervention;
 8. Rehabilitation;
 9. Intensive Care Coordination;
 10. Intensive Home Based Services.
- B. All clients must meet target population criteria as outlined in the Bronzan-McCorquodale Act. Target population are those who meet Medical Necessity Criteria for Specialty Mental Health Services.
1. Seriously emotionally disturbed children or adolescents – minors under the age of 18 years who have a mental disorder as identified in the most recent edition of the Diagnostic and Statistical Manual of Mental Disorders (DSM), other than a primary substance use disorder or developmental disorder, which results in behavior inappropriate to the child’s age according to expected developmental norms. Members of this target population shall meet one or more of the following criteria:
 - a.) As a result of the mental disorder, the child has substantial impairments in at least two of the following areas: self-care, school functioning, family relationships, or ability to function in the community and either of the following:
 - (i) The child is at risk or removal from home or has already been removed from the home.
 - (ii) The mental disorder and impairments have been present for more than six months or are likely to continue for more than one year without treatment.
 - b.) The child displays one of the following: psychotic features, risk of suicide or risk of violence due to a mental disorder.
 - c.) The child has been assessed and determined to have an emotional disturbance.

2. Seriously mentally ill adults – a mental disorder that is severe in degree and persistent in duration, which may cause behavioral functioning which interferes substantially with the primary activities of daily living, and which may result in an inability to maintain stable adjustment and independent functioning without treatment, support, and rehabilitation for a long or indefinite period. Serious mental disorders include, but are not limited to, schizophrenia, bipolar disorder, post-traumatic-stress disorder, as well as major affective disorders or other severely disabling mental illnesses. Members of this target population shall meet all of the following requirements:
 - a.) The person has a mental disorder as identified in the most recent DSM, other than a substance use disorder or developmental disorder or acquired traumatic brain injury, unless that person also has a serious mental illness.
 - b.) As a result of the mental disorder, the person has substantial functional impairments or symptoms, or psychiatric history demonstrating that without treatment there is an imminent risk of decompensation to having a substantial impairment or symptoms.
 - c.) As a result of a mental functional impairment and circumstances, the person is likely to become so disabled as to require public assistance, services or entitlements.
- C. All services are to be provided within Mariposa County, unless otherwise preauthorized by Mariposa County Behavioral Health and Recovery Services (MCBHRS).
- D. Contractors must adhere to all Current Procedural Terminology (CPT) coding requirements as outlined in the MCBHRS Documentation Manual.
 1. CPT codes are used by healthcare professionals for coding medical services and procedures.

III. Hours of Operation:

- A. Contractor agrees to offer equal availability and accessibility of services to both commercial enrollees and Medi-Cal enrollees. Contractor shall offer hours of operation for Medi-Cal enrollees that are no less than hours of operation offered to commercial enrollees.
- B. Clients who are in need of crisis evaluations are to be referred to daytime or night-time MCBHRS crisis workers, unless the crisis can be handled by the contractor in the office. 5150 holds on clients cannot be completed by contractor. For all crisis evaluations MCBHRS crisis worker and/or Sheriff Department must be notified. The crisis line numbers for MCBHRS are (209) 966-7000 or (800) 549-6741. All clients are to be seen in a location that is appropriate for therapy and convenient to the client. Services are primarily to be provided in office, home or via telehealth. If a client has a circumstance that is most appropriate to be seen out of Mariposa County, approval must be obtained prior to service delivery.
- C. The contractor agrees to notify MCBHRS by calling the Quality Assurance Supervisor and notifying him/her of the temporary inability to accept new Medi-Cal clients. This suspension of referrals will exist until contractor notifies MCBHRS that new referrals can be accepted. If a contractor does not accept new referrals for a

period of six-months the contract will be reviewed and, at the discretion of MCBHRS, the contract may be terminated, unless it can be shown that extenuating circumstances exist requiring the contractor to stop taking referrals.

IV. Service Description:

A. Recovery Model/Evidence Based Practices:

1. Contractor shall provide Recovery Model, client centered and culturally competent services that support achieving their identified goals, which focuses primarily on symptom reduction.

B. Referral Protocol:

1. MCBHRS will use the Mariposa County Bi-Directional Referral process.
2. Contractor is required to call the client for appointment within 5 business days of the bi-directional referral date.
3. Contractor will notify MCBHRS in writing of denied referrals within 3 business days.
 - a.) MCBHRS will monitor the percentage of Bi-Directionals that are send back to County. If the Contractor hits 25% of the Bi-Directionals sent back to the County, MCBHRS will re-evaluate the contract provider effectiveness.

C. Service Delivery:

1. CONTRACTOR agrees to provide services to clients in accordance with legal and ethical standards as prescribed by all professional, federal, state, and/or local regulatory and statutory requirements.
2. Services will be provided by telehealth or in person weekly, however, no less frequent than 1x per month, or services may be provided more often if clinically indicated.
3. Duration of encounters are to include only face to-face direct client service time. Travel time and documentation time are no longer billable and must not be included in the encounter duration but should be documented within the note.
4. Duplicate services provided to the same client in the same day must be pre-approved by Quality Assurance.
5. If the contractor is unable to get a hold of a client, at least three attempts must be made and documented in the EHR as a communication note. If contractor is unable to contact and schedule the client within 30 days of the last provided service, a "Request to send NOABD 5" to-do must be sent to Medical Records to begin the discharge process.
6. All services provided must be in accordance with the documentation and service delivery outlined in the MCBHRS Documentation Manual.
7. Any chart found to be out of compliance with the MCBHRS Documentation Manual is subject to a corrective action plan. Any documentation that is considered fraud, waste or abuse is subject to recoupment.
8. Contractor shall ensure all services shall be delivered in a manner that respects the client's gender, language, ethnicity, spiritual beliefs, sexual orientation, and physical abilities. Contractor shall assure all clinical staff abides by the National Standards for Culture and Linguistic Appropriate Services.

9. Contractor shall assure Limited English Proficient (LEP) individuals have free language assistance services, and be informed how to access such services.

V. Provision of Services:

A. Mental Health Assessments:

1. Contractor may complete initial assessments.
 - a.) If the client does not meet medical necessity, then the contractor will refer the client to their managed care plan through the completion of the Transition of Care Tool as well as the “Request to send NOABD 3” to-do template and submit to Medical Records. Medical Records staff will provide the client with a Notice of Adverse Benefit Determination (NOABD), and close the client 10 days later.
2. Assessment documentation must meet all Medi-Cal required elements in coordination with the MCBHRS Documentation Manual.
3. Assessments must be completed and finalized within 30 days.
4. Assessments must be signed and dated when completed by the provider, and signed by a co-signer if applicable.
5. Diagnosis from the most current DSM must be documented in the mental health assessment.
6. All youth clients need to have a Child Adolescent Needs and Strengths (CANS) and a Pediatric Symptom Checklist (PSC-35) evaluation completed during the mental health assessment, quarterly, and upon discharge.
7. Additional assessment tools should be completed when applicable and include the Patient Health Questionnaire (PHQ-9) to assess depression and the (GAD-7) to assess anxiety.
8. All clients must be re-assessed in accordance with the MCBHRS Documentation Manual.
 - a.) when clinically appropriate and/or
 - b.) at any point in treatment if the client needs or functioning level changes.

B. Problem List

1. Contractor will maintain the problem list, in accordance with the MCBHRS Documentation Manual.
2. Contractor will review the problem list at every encounter and update as needed throughout treatment.

C. Treatment Plans:

1. Contractors must complete an “Initial Plan Development” encounter within 60 days of the initial assessment appointment for every new client.
2. Problem lists have replaced the requirement for treatment plans in most scenarios except the following:
 - a.) Short-Term Residential Therapeutic Programs (STRTP’s),
 - b.) Case Management,
 - c.) Intensive Care Coordination (ICC),
 - d.) Intensive Home-Based Services (IHBS),
 - e.) Therapeutic Behavioral Services (TBS),
 - f.) Therapeutic Foster Care (TFC).
 - g.) Full-Service Partnership (FSP)

3. When the clinician of record identifies the need for one of the services listed above, a treatment plan will need to be created prior to services being provided.
4. A treatment plan is not considered complete unless signed by the provider and the client or authorized representative.
 - a.) There must be documentation of the client's participation in and agreement with the plan. The client's signature and documentation that the client was offered a copy of the plan are required elements in treatment plan documentation.
5. All clients receiving STPTP, case management, ICC, IHBS, TBS, TFC, and FSP must have a treatment plan prior to services being provided.
6. All of the above mentioned services provided must be indicated on the treatment plan to be a billable service.
7. Contractor will be responsible for ensuring all services on the treatment plan are occurring at the frequency indicated on the treatment plan.
8. Treatment plans must be documented in accordance with the MCBHRS Documentation Manual.

D. Ongoing Documentation Requirements:

1. Notes shall be documented within 72 hours of the provided service.
 - a.) Entries made after 72 hours of provided service must be labeled as a "Late Entry".
 - b.) "Late Entry" notes **must** contain a brief description of why the note is late and must be co-signed by a supervisor.
2. If at any point, a client no longer meets medical necessity, contractor will proceed with discharging the client as outlined below and in accordance with the MCBHRS Documentation Manual.
3. All encounter notes must contain the required documentation as outlined in the MCBHRS Documentation Manual and each note must describe how and why the service was medically necessary.

E. Discharges/NOABD's:

1. Contractor will complete a "Request to send NOABD 5" to-do template to Medical Records staff in accordance with the MCBHRS Documentation Manual.
 2. NOABD's will be utilized in accordance with the Notice of Adverse Benefit Determination P&P.
 3. Discharges are not claimable to Medi-Cal.
- F. All records for clients must be kept in the Electronic Health Record (EHR) system. The client's chart must reflect documentation in accordance with the most recent version of the MCBHRS Documentation Manual. This will be monitored by the QA Unit.
- G. Any chart found to be out of compliance with the provision of services listed above is subject to a corrective action plan.

VI. Staff Qualifications & Clinical Supervisions:

- A. Staff Qualifications are dictated by the following standards and scope of practice as defined by California Code of Regulations, Title 9 and by MCBHRS. Information provided in this Exhibit is provided as a reference only and is not intended to set forth

all of the definitions and requirements in California Code of Regulations, Title 9. Contractor shall adhere to applicable laws, regulations, and policies and procedures governing the delivery of services under this Agreement.

- B. **LPHA**¹: A “Licensed Practitioner of the Healing Arts” possesses a valid California clinical licensure in one of the following professional categories:
1. Licensed Professional Clinical Counselor²
 2. Licensed Clinical Social Worker³
 3. Licensed Marriage and Family Therapist⁴
- C. **LPHA** Approved Activities:
1. Can function as a “Head of Service” on agency application
 2. Can authorize services as directed by MCBHRS
 3. Can conduct comprehensive assessments and provide a diagnosis without co-signature (except for RN staff, as providing a mental health diagnosis is out of their scope of practice unless extended through a standardized procedure).
 4. Can co-sign the work of other staff members within their scope of practice
 5. Can claim for all services categories within their scope of practice (example, a psychiatrist and registered nurse can claim for Medication Support Services, however, psychologist, LCSWs and MFTs cannot)
- D. Registered Psychologist or Psychological Assistants, Registered Associate Marriage Family Therapist, Interns and Associate Social Workers may perform the following activities under the supervision of a licensed professional within their scope of practice:
1. Cannot function as the Head of Service unless they meet qualifications dictated by the California Code of Regulations.⁵
 2. Can authorize services as directed by MCBHRS.
 3. All assessments and diagnosis must have a co-signature by a LPHA.
 4. Can claim for all Mental Health Services and Targeted Case Management within their scope of practice.
 5. Cannot hold themselves out as independent practitioners and claim as an Enrolled Network Provider.⁶
- E. Contractor shall utilize staff that are licensed or registered with the BBS.
1. Contractor shall provide MCBHRS with the NPI numbers and license numbers for all providers.
 2. Contractor shall provide a copy of all applicable CEU’s within 30 days of acquisition.

¹ CCR, Title 9, Chapter 11, Section 1830.215 and Section J (4e) Non-Hospital Chart Review-EPSDT Reviews FY 06-07

² Welfare & Institution Code 5600(a), Business and Professional Code 2902, CCR, Title 9, Chapter 11, Section 624 and CCR, Title 9, Chapter 3.5 Section 782.4

³ Welfare & Institution Code 5600(a), Business and Professional Code 4996, CCR, Title 9, Chapter 11, Section 625 and CCR, Title 9, Chapter 3.5 Section 782.48

⁴ Welfare & Institution Code 5600(a), Business and Professional Code 4980, CCR, Title 9, Chapter 11, Section 626 and CCR, Title 9, Chapter 3.5 Section 782.32

⁵ CCR, Title 9, Chapter 3, Section 620(f) and Section 622

⁶ Business and Professions Code Section 4996.14 and 4996.18(d)

3. Student interns employed by contract can only provide services consistent with the “other qualified provider” as outlined in the MCBHRS Documentation Manual.
4. All services provided by a Student Intern must have a Licensed Practitioner of the Healing Arts (LPHA) co-signature. Any services that are not cosigned are eligible for recoupment in an audit.
 - a.) Student interns employed by contract can only provide services consistent with the “other qualified provider” as outlined in the MCBHRS Documentation Manual.
- F. Contractor is authorized to utilize Rehabilitation Specialists who meet the qualifications outlined in Title 9, Section 630.
- G. The contractor is responsible for clinical supervision of providers.
- H. All contractor employees providing services or supervising services will have and maintain all necessary licenses, permits and certificates to provide services under this Agreement, as required by applicable state and federal laws, rules and regulations.
 1. All owners/supervisors/managers must submit a Medi-Cal disclosure statement of direct or indirect ownership, interest, control, and relationship information for persons who have an ownership or a controlling interest of the Contractor.
 - a.) These must be submitted to the County annually and updated within 35 days after any changes in ownership occurs.
- I. No “sanctioned employees” (individual or entity that is listed on either the Suspended and Ineligible Contractor List published by the California Department of Health Care Services, or any list published by the Federal Office of Inspector General regarding the sanctioning, suspension or exclusion of individuals or entities from the federal Medicare and Medicaid programs) shall be employed in any capacity.
- J. All staff shall provide proof of appropriate license and/or board certification as required for type of provider, evidence of graduation, proof of medical residency(if applicable), and evidence of continuing education as required by provider type.
- K. Contractor is required to check the following databases for current licensure and exclusions of staff monthly or provide Quality Assurance with applicable provider information for county to check. If any provider is found to be excluded, contractor will notify Quality Assurance Supervisor.
 1. Contract doing provider checks, must check the following databases:
 - a.) <https://exclusions.oig.hhs.gov>
 - b.) <https://oig.hhs.gov/exclusions/waivers.asp>
 - c.) <https://files.medi-cal.ca.gov>
 - d.) <https://bbs.ca.gov>
 - e.) <https://ccapp.us> (SUD staff only)
 - f.) <https://npes.cms.hhs.gov/npesregistry/npiregistryhome.do>
 - g.) <https://dmf.ntis.gov/>
 2. County doing provider checks, contractor must submit the following information for each provider:
 - a.) Full Name
 - b.) National Provider Index (NPI) Number
 - c.) License Number (as applicable)

- d.) Social Security Number
- e.) Date of Birth

VII. Provision of Informing Material:

- A. The following information must be posted in the lobby of all contract providers:
 - 1. Client Problem Resolution Process
 - 2. Grievance/Appeal forms with self-address envelopes
 - 3. MCBHRS Brochure
 - 4. Advance Directive Brochure
 - 5. Notice of Privacy Practices (NPP)
 - 6. Beneficiary Handbook
 - 7. Client's Rights Poster
 - 8. Equal Opportunity
 - 9. Notice to clients that there is assistance to complete forms (as needed)
 - 10. Language assistance is free of charge.
 - 11. Non-discrimination notice in English
 - 12. Early Periodic Screening Diagnosis and Treatment/Therapeutic Behavioral Services (EPSDT/TBS)
 - 13. Change of Provider Form
 - 14. Second Opinion Request
- B. The following information must be documented as being offered to the Medi-Cal beneficiary upon entering services and upon request:
 - 1. Demographic Information
 - 2. Client's Rights and Privileges of Confidentiality
 - 3. Client Problem Resolution Process
 - 4. MCBHRS Mental Health Provider Directory for Specialty Mental Health Services
 - 5. Advanced Directive Notices Information (Adults Only)
 - 6. Notice to Medi-Cal Beneficiaries
 - 7. Acknowledgement of Receipt of the NPP.
 - 8. Payment Policy
 - 9. Beneficiary Handbook (in English and Large Print) (The website allows computers with screen reader or text-to-speech software to read the materials to sight-impaired people).
- C. The following information must be documented as being offered to the Medi-Cal beneficiary at least annually:
 - 1. Notice of Privacy Practices (NPP)
 - 2. Beneficiary Handbook
- D. The above information also must be available in easily accessible locations at all provider sites, so that the beneficiary does not have to ask anyone to get them.

VIII. Mandatory Meetings and Training:

- A. Contractor will attend monthly meetings with MCBHRS and any additional trainings and meetings deemed necessary by MCBHRS.
- B. Contractor agrees to complete annual HIPAA and Federal Tax Intercept training and comply with the mandates set forth.

- C. Contractor will receive annual compliance and MCBHRS Documentation Manual training.
- D. Contractor shall ensure staff be required to attend a minimum of one MCBHRS cultural competency training each year or provide documentation of attendance to a cultural competence training of like nature each year.
- E. Contractor shall not be compensated for training hours and will not be charged for attendance to county hosted mandatory trainings.
- F. CANS-50: If contractor is accepting clients under the age of 20, a current CANS-50 certificate must be on file for each provider.
 - 1. CANS training is reimbursable for training time and certification costs.
Contractor will invoice this training separate of service invoices.

IX. Quality Assurance:

- A. All Medi-Cal Contractors are to conduct internal Medi-Cal Quality Assurance and compliance reviews.
- B. CONTRACTOR will adhere to the following requirements around internal quality assurance and compliance reviews:
 - 1. Maintain triennial site certification through MCBHRS.
 - 2. Abide by all federal, state and local laws and regulations. Contractor agrees to provide services to clients in accordance with legal and ethical standards as prescribed by all relevant professional, federal, state and/or local regulatory and statutory requirements.
 - 3. Audit for compliance with requirements outlined in Exhibits A, B, C,
 - 4. Use MCBHRS chart audit tool within the EHR.
 - 5. Conduct Chart audits on a monthly basis
- C. MCBHRS Quality Assurance staff will review the Contractor Medi-Cal compliance review process, tools and results when conducting MCBHRS Medi-Cal compliance or other reviews.
- D. The MCBHRS Compliance Committee has the responsibility of assuring that high quality services are provided to the beneficiaries in a safe, clean, cost effective and efficient manner (See MCBHRS Compliance Plan).
 - 1. Contractor agrees to ensure:
 - 2. Facility and services are accessible;
 - 3. Facility is clean, sanitary, and in good repair;
 - 4. Fire clearance updated on annually;
 - 5. Services are meaningful and beneficial to the client;
 - 6. Services are culturally and linguistically competent;
 - 7. Contractor uses Interpreter Line when a client does not speak English and has need for another language;
 - 8. Services produce highly desirable results through the efficient use of resources;
 - 9. Services meet requirements for medical necessity;
 - 10. All PHI is properly stored and secured.
- E. Contractor shall abide by the complete MCBHRS Compliance Plan that is designed to support and maintain a culture that promotes high standards of prevention, and the detection and resolution of conduct or procedures that do not adhere to local, state and federal laws and regulations or to MCBHRS standards and policies. The Compliance

Program is comprised of the documents in the Compliance Plan and MCBHRS Compliance Policies.

1. If MCBHRS Deputy Director of Behavioral Health or Quality Assurance makes a finding that a Contractor may be deficient in rendering or managing care, or if other problem areas are discovered, procedures will be followed as outlined in the compliance plan. If these deficiencies or problem areas are verified, a plan of correction may be applied.
 2. County will suspend payments to Contractor if there are any credible allegations of fraud. 42 C.F.R. § 438.608(a)(8).
- F. Contractor shall abide by the MCBHRS Policy and Procedure for Grievances and Appeals
1. All grievances and appeals are to be called in to the QA Unit and forwarded immediately to MCBHRS. This is to be made clear to all clients through posting the Grievance and Appeal process in lobbies, providing access to forms and explanations in lobbies, having information in the Consumer Handbook, the beneficiary handbook and a handout in the client packet (See Grievances and Appeals P&P).
- G. The Compliance Officer will monitor beneficiaries' satisfaction with services they are receiving from Contractor. MCBHRS quality assurance staff will evaluate contract performance based on agreed upon measurable objectives as determined by client and clinician in the annual treatment plan.
- H. Contractor shall abide by the complete Federal False Claims Act (31 U.S.C. sections 3729-3733) (**See Exhibit B.**)
- I. Contractor shall abide by the complete MCBHRS Documentation Manual. The manual serves to ensure providers within MCBHRS meet regulatory and compliance standards of competency, accuracy, and integrity in the provision and documentation of their services.
- J. All services will be documented using Medi-Cal and Medicare documentation rules, regardless of the funding source being billed and in accordance with the MCBHRS Documentation Manual.
- K. Contractor not in compliance with MCBHRS Documentation Manual will have to provide a corrective action plan (CAP) and documentation found to be fraud, waste or abuse will be subject to payment recoupment, payment denial and/or termination of contract.
- L. The Contractor agrees to notify MCBHRS at least four weeks prior to terminating services and to provide a minimum of fifteen days written notice to affected clients.
- M. In the event that the contractor requires additional documentation training the Quality Assurance unit may provide this service at a rate of \$80.00 per hour. This service would include, but not be limited, to documentation support and training, chart auditing, specific coaching, and service corrections.
- N. **Health Insurance Portability and Accountability Act of 1996 (HIPAA):**
1. Contractor agrees to the extent required by 42 U.S.C. 1171 et seq., Health Insurance Portability and Accountability Act of 1996 (HIPAA), to comply with applicable requirements of law and subsequent amendments relating to protected health information, as well as any task or activity CONTRACTOR

performs on behalf of HHSA, to the extent HHSA would be required to comply with such requirements.

2. Contractor shall ensure that all PHI (verbal, written or electronic) will be secured and protected.
3. Contractor shall assure that Contractor, administrators, licensed employees and case management staff take HIPAA training from HHSA prior to seeing clients.
4. Contractor agrees to implement appropriate safeguards and maintain individually identifiable patient health information ("Protected Health Information or "PHI," including electronic PHI) as required by HIPAA. Additionally, Contractor agrees to notify HHSA of disclosures of protected health information in violation of HIPAA and this Agreement and take steps to mitigate, to the extent practicable, deleterious effects of improper use of protected health information
5. Contractor shall abide by all HHSA Policies and Procedures and the Compliance Plan.
6. Contractor agrees to implement appropriate safeguards and maintain individually identifiable patient health information ("Protected Health Information or "PHI," including electronic PHI) as required by HIPAA.
7. Contractor agrees to notify HHSA immediately of disclosures of protected health information in violation of HIPAA and this Agreement and take steps to mitigate, to the extent practicable, deleterious effects of improper use of protected health information.
8. All email communications containing client identification or other health protected information must use encryption to secure transmitted electronic health information.

O. HHSA Code of Conduct:

1. Contractor agrees to review, sign and comply with MCBHRS Code of Conduct.

P. HHSA Confidentiality Employee Statement:

1. Contractor agrees to review, sign and comply with the MCBHRS Confidentiality Employee Statement.

Q. Electronic Signature Policy:

1. Contractor agrees to review and comply with the Electronic Signature Policy.

R. Client Surveys:

1. Contractor agrees to administer client satisfaction Performance Outcomes Quality Improvement surveys (CPS), CONTRACTOR will be advised of survey period in advance.

X. Security Requirements:

A. Information Technology Infrastructure:

1. Contractor will be proficient in MCBHRS electronic health record (EHR) system. Contractor is responsible for staff training in the use of EHR. Contractor shall maintain technology infrastructure to support effective use of the EHR. Contractor shall maintain a secure network for access.

B. The following is a general outline of the Security and Information Technology Requirements.

1. Contractor shall submit all paper records to MCBHRS.

2. Contractor shall assure that Contractor, administrators, licensed employees and case management staff take HIPAA training from HHSA prior to seeing clients.
3. Contractor agrees to implement appropriate safeguards and maintain individually identifiable patient health information (“Protected Health Information or “PHI,” including electronic PHI) as required by HIPAA. Additionally, Contractor agrees to notify HHSA immediately of disclosures of protected health information in violation of HIPAA and this Agreement and take steps to mitigate, to the extent practicable, deleterious effects of improper use of protected health information.
4. All email communications containing client identification or other health protected information must use encryption to secure transmitted electronic health information.

Exhibit B
DEFICIT REDUCTION ACT – OBLIGATIONS OF COUNTY

In accordance with Section 1902(a) of the Social Security Act, the County provides the following detailed information about the Federal False Claims Act and the California False Claims Act.

THE FEDERAL FALSE CLAIMS ACT

The Federal False Claims Act (“FCA”) helps the federal government combat fraud and recover losses resulting from fraud in federal programs, purchases, or contracts. 31 U.S.C. §§ 3729-3733.

I. Actions that violate the FCA include:

- A. Knowingly submitting (or causing to be submitted) a false claim to the Government or the Armed Forces of the United States (the “Armed Forces”) for payment or approval;
- B. Knowingly making or using (or causing to be made or used) a false record or statement to get a false claim paid or approved by the Government;
- C. Conspiring to get a false claim allowed or paid by the Government;
- D. Delivering (or causing to be delivered) less property than the amount of the receipt, where the person with possession or control of the Government money or property intends to deceive the agency or conceal the property;
- E. Making or delivering a receipt without completely knowing that the receipt is true, where the person authorized to make or deliver the receipt intends to defraud the Government;
- F. Knowingly buying or receiving public property from an officer or employee of the Government or a member of the Armed Forces who has no legal right to sell or pledge the property; or
- G. Knowingly making or using a false record to conceal, avoid, or decrease an obligation to pay money or transmit property to the Government.
- H. “Knowing” and “Knowingly” means a person:
 - 1. Has actual knowledge of the information;
 - 2. Acts in deliberate ignorance of the truth or falsity of the information; or
 - 3. Acts in reckless disregard of the truth or falsity of the information. No proof of specific intent to defraud is required.
- I. “Claim” includes any request or demand for money or property (including those made under contract) to the Government or to a contractor, grantee, or other recipient, if any portion of the requested money or property is funded by or will be reimbursed by the Government.

II. A person or organization may be liable for:

- A. A civil penalty \$5,500 to \$11,000 for each false claim;
- B. Three times the amount of damages sustained by the Government due to the violations; and
- C. The costs of a civil suit for recovery penalties or damages.

III. The court may reduce the treble damages if:

- A. The person committing the violation voluntarily disclosed all information known to him or her to the U.S. officials responsible for investigating false claims violations within thirty days of obtaining the information;
- B. The person fully cooperated with any Government investigation; and

- C. No criminal prosecution, or civil or administrative action had been commenced at the time of the person's disclosure, and the person had no actual knowledge of an investigation into such violation.

IV. Actions by Private Persons or *Qui Tam* Plaintiffs

- A. An individual also has the right to file a civil suit for him or herself and for the Government. The suit must be filed in the name of the Government. The suit is filed and served on the Government. The suit and all information are filed under seal, and most remain under seal for at least sixty days. The suit may be dismissed only if the court and the Attorney General consent to the dismissal in writing.
- B. If a *qui tam* plaintiff alleges a false claims violation, the complaint and a written disclosure of the evidence and information that the person possesses must be served on the Government. Once the action is filed, no person other than the Government is allowed to intervene or file a lawsuit based on the same facts.

V. Rights of the Parties to *Qui tam* Actions

- A. If the Government decides to file a civil suit, it assumes responsibility for prosecuting the action and is not bound by the acts of the *qui tam* plaintiff. However, the *qui tam* plaintiff has the right to continue as a party to the action, subject to certain limitations. If the Government decides not to file a civil suit, the *qui tam* plaintiff still has the right to proceed with a lawsuit. The Government can intervene later upon a showing of good cause.

VI. Award to *Qui tam* Plaintiff

- A. If the Government prosecutes a case initiated by a *qui tam* plaintiff and obtains an award or settlement, the *qui tam* plaintiff will receive between 15 and 25 percent of the recovery, depending on his or her contribution to the case. If the case is based primarily on information other than the disclosures of the *qui tam* plaintiff, the award cannot be more than 10 percent of the recovery.
- B. If the Government decides not to intervene and the *qui tam* plaintiff successfully litigates the action, he or she will receive between 25 and 30 percent of the award or settlement. In either case, the court will award the *qui tam* plaintiff reasonable expenses and attorney's fees and costs.
- C. If the court finds that the *qui tam* plaintiff planned and initiated the violation upon which the civil suit was based, it may reduce the share of the recovery that the person would otherwise receive. If the *qui tam* plaintiff is convicted of criminal conduct, he or she will be dismissed from the lawsuit and will not receive any monetary award.
- D. If the court finds the defendant not guilty and the claim frivolous in a suit conducted by a *qui tam* plaintiff, the court may award the defendant reasonable costs and attorney fees.

VII. Certain Actions Barred

- A. An individual cannot bring a *qui tam* action against a member of Congress, a member of the judiciary, or a senior executive branch official based on evidence already known to the Government.
- B. An individual cannot bring a *qui tam* suit based on allegations in a civil suit or an administrative proceeding in which the Government is already a party.
- C. An individual cannot bring a *qui tam* action based on the public disclosure of allegations unless he or she is the original source (e.g., an individual with direct

and independent knowledge of the information on which the allegations are based who has voluntarily provided the information to the Government before filing a civil action). Public disclosure includes disclosure in a criminal, civil, or administrative hearing; in a congressional, administrative, or GAO report, hearing, audit, or investigation; or from the news media.

VIII. Whistleblower Protection

- A. An employee who has been discharged, demoted, suspended, threatened, harassed, or in any way discriminated against by his or her employer because of involvement in a false claims disclosure is entitled to all relief necessary to make the employee whole, including:
 - B. Reinstatement with the same seniority status that the employee would have had but for the discrimination;
 - C. Two times the amount of back pay plus interest; and
 - D. Compensation for any special damage sustained because of the discrimination (including litigation costs and reasonable attorney's fees).
 - E. The protected false claims activities include investigation for, initiation of, testimony for, or assistance in a false claims action that has been or will be filed.
- An employee is entitled to bring an action in the district court for such relief.

THE CALIFORNIA FALSE CLAIMS ACT

The California False Claims Act ("CFCA") applies to fraud involving state, city, county or other local government funds. The CFCA encourages voluntary disclosure of fraudulent activities by rewarding individuals who report fraud and allowing courts to waive penalties for organizations that voluntarily disclose false claims. Cal. Gov't Code §§ 12650-12655.

IX. Actions that violate the CFCA include:

- A. Knowingly submitting (or causing to be submitted) a false claim for payment or approval;
- B. Knowingly making or using (or causing to be made or used) a false record or statement to get a false claim paid or approved;
- C. Conspiring to get a false claim allowed or paid by the state or by any political subdivision;
- D. Benefiting from an inadvertent submission of a false claim, subsequently discovering the falsity of the claim, and failing to disclose to the state or political subdivision within a reasonable time after discovery;
- E. Delivering less property than the amount of the receipt, where the person has possession or control of public property;
- F. Knowingly making or delivering a false receipt, where the person is authorized to deliver a document;
- G. Knowingly buying or receiving (as a pledge of an obligation or debt) public property from any person who has no legal right to sell or pledge the property; or
- H. Knowingly making or using a record to conceal, avoid, or decrease an obligation to pay money or transmit property to the state or local government.
- I. "Knowingly" means the person or organization:
 - 1. Has actual knowledge of the information;
 - 2. Acts in deliberate ignorance of the truth or falsity of the information; or
 - 3. Acts in reckless disregard of the truth or falsity of the information. Proof of specific intent to defraud is not required.

- J. "Claim" includes any request for money, property, or services made to the state or any political subdivision (or to any contractor, grantee, or other recipient), where any portion of the money, property, or services requested was funded by the state or any political subdivision.
 - 1. The maximum civil penalty is \$10,000, per claim. Persons who violate the CFCA may be liable to the state for three times the amount of damages that the state sustains because of the violation. The court can waive penalties and reduce damages for CFCA violations if the false claims are voluntarily disclosed.
 - 2. The CFCA does not apply to false claims of less than \$500. Lawsuits must be filed within three years after the violation was discovered by the state or local official who is responsible for investigating the false claim (but no more than ten years after the violation was committed.)

X. Private or *Qui Tam* Actions/Whistleblower Provisions

- A. Individuals (or *qui tam* plaintiffs) can sue for violations of the CFCA. Individuals who bring an action under the CFCA receive between 15 and 33 percent of the amount recovered (plus reasonable costs and attorney's fees) if the state prosecutes the case, and between 25 and 50 percent (plus reasonable costs and attorney's fees) if the *qui tam* plaintiff litigates the case on his or her own.
- B. An individual cannot file a lawsuit based on public information, unless he or she is the original source of the information.
- C. The CFCA bars employers from interfering with an employee's disclosure of false claims. Employees who report fraud and consequently suffer discrimination may be awarded (1) two times their back pay plus interest, (2) reinstatement at the seniority level they would have had except for the discrimination, (3) compensation for any costs or damages they have incurred, and (4) punitive damages, if appropriate.

XI. Liability to the State or Political Subdivision

- A. A person or organization will be liable to the state or political subdivision for:
- B. Three times the amount of damages that the state or local government sustains because of the false claims violations;
- C. The costs of a civil suit for recovery of damages; and
- D. A civil penalty of up to \$10,000 for each false claim.

XII. Certain Actions Barred

- A. An individual cannot bring a *qui tam* suit based on allegations in a civil suit or an administrative proceeding in which the state or political subdivision is already a party. An individual cannot file a lawsuit based on the public disclosure of allegations unless he or she is the original source (e.g., an individual with direct and independent knowledge of the information on which the allegations are based). Public disclosure includes disclosure in a criminal, civil, or administrative hearing; in an investigation, report, hearing, or audit conducted by or at the request of the Senate, Assembly, auditor, or governing body of a political subdivision; or by the news media.

XIII. Awards

- A. If the state or political subdivision prosecutes a case initiated by a *qui tam* plaintiff and obtains an award or settlement, the *qui tam* plaintiff receives between

15 and 33 percent of the recovery (plus reasonable costs and attorney's fees), depending on his or her contribution to the case. If the state or political subdivision decides not to file a lawsuit and the *qui tam* plaintiff successfully litigates the action, the *qui tam* plaintiff receives between 25 and 50 percent of the award or settlement. Employees who participated in fraudulent activities are not guaranteed any recovery. If the court finds the defendant not guilty and the claim frivolous in a suit conducted by a *qui tam* plaintiff, the court may award the defendant reasonable costs and attorney fees.

XIV. Whistleblower Protection

- A. Employers are prohibited from:
- B. Making or enforcing any type of rule or policy that prevents an employee from disclosing information to a government or law enforcement agency, or from investigating, initiating, testifying, or otherwise assisting in a false claims action; or
- C. Discharging, demoting, suspending, threatening, harassing, denying promotion to, or in any other manner discriminating against an employee because of his or her involvement in a false claims action.

XV. Liability of Employer

- A. An employer who interferes with an employee's disclosure of false claims will be liable to the employee for all relief necessary to make the employee whole, including:
- B. Reinstatement with the same seniority status that the employee would have had except for the discrimination;
- C. Two times the amount of back pay plus interest;
- D. Compensation for any special damage sustained as a result of the discrimination; and punitive damages where appropriate.

XVI. Limitations on Eligibility of Employees for Damages

- A. If an employee's conduct has resulted in a false claim being submitted to the state or a political subdivision, and the employee has been discriminated against by his or her employer, he or she is entitled to remedies only if he or she voluntarily disclosed information to a government or law enforcement agency or assisted in a false claims action; and was coerced (either through harassment, threats of termination demotion, or other coercive actions) by the employer or its management into committing the fraudulent activity in the first place.

Exhibit C
PAYMENT TERMS AND CONDITIONS

I. Approved Services and Authorization Process:

- A. Clients served under this Agreement must have prior authorization by Deputy Director of Behavioral Health before services are delivered. The Deputy Director, Quality Assurance Supervisor, or designee will authorize type of service and the duration of service being delivered.

II. Monthly Invoicing and Payment:

- A. The rate and terms of payment shall be as set forth below. Any modification of the rate changes shall not be binding, unless a written amendment to the Agreement is executed by the parties.
- B. Contractor shall submit invoices in a form approved by HHSA no later than thirty (30) days after the last day of the month in which those services were provided. Invoices submitted prior to the end of the billing period will be returned to Contractor for resubmission.
- C. The County shall not be obligated to pay Contractor for services which are the subject of any bill submitted more than sixty (60) days after the last day of the month in which those services were provided or more than thirty (30) days after the Agreement terminates, whichever is earlier.
- D. Notwithstanding the above, Contractor will submit invoices within ten (10) days of the end of The County fiscal year, June 30th of the current year.
- E. All payment invoices shall be submitted to the following address:
 - a.) Mariposa Behavioral Health and Recovery Services
 - b.) PO Box 99
 - c.) Mariposa, CA 95338
- F. Final approved services must be submitted on an itemized invoice.
- G. Services that are not in finalized format will not qualify for reimbursement.
- H. Contractor may appeal a denied or modified request for payment authorization or a dispute concerning the processing or payment of a provider's itemized invoice.
- I. HHSA Contractors may utilize the Provider Problem Resolution and Appeal Processes, includes.
 - a.) A written appeal shall be submitted to HHSA within 90 calendar days of the date of receipt of the non-approval of payment or within 90 calendar days of HHSA's failure to act on the request in accordance with the time frames required by Sections 1820.220 or 1830.250, or established by HHSA pursuant to Section 1830.215.
 - b.) HHSA shall have 60 calendar days from its receipt of the appeal to inform the provider in writing of the decision, including a statement of the reasons for the decision that addresses each issue raised by the provider, and any action required by the provider to implement the decision.
 - (i) If the appeal concerns the denial or modification of the HHSA payment authorization request, HHSA shall utilize personnel not involved in the initial denial or modification decision to determine the appeal decision.

- c.) If the appeal is not granted in full, the provider shall be notified of any right to submit an appeal to the Department of Health Services (DHCS) pursuant to Section 1850.320.
 - d.) If applicable, the provider shall submit a revised request for HHSA payment authorization within 30 calendar days from receipt of the HHSA's decision to approve the HHSA payment authorization request.
 - e.) If applicable, HHSA shall have 14 calendar days from the date of receipt of the provider's revised request for HHSA payment authorization to submit the documentation to the Medi-Cal fiscal intermediary that is required to process the HHSA payment authorization.
2. If HHSA does not respond within 60 calendar days to the appeal, the appeal shall be considered denied in full by HHSA.

III. Medi-Cal Requirements and Payment Limitations:

- A. Contractor agrees to participate fully in the Medi-Cal Specialty Mental Health program and will provide County with all documentation needed to enable the County to submit claims for services provided by Contractor to Medi-Cal beneficiaries.
- B. Contractor's Approved Procedure Codes and Provisional Rates For Specialty Mental Health Services:
 - 1. When billing the County for authorized services provided to County clients, Contractor will use the appropriate CPT coding as outlined in Exhibit A, item #2. Program Description.
 - a.) Contractors billing more than one service in a day to the same client must adhere to the requirements outlined in the MCBHRS Documentation Manual around which CPT codes are allowed to be billed together.
- C. Contractors will be reimbursed at the rates listed below by practitioner type (as outlined in the MCBHRS Documentation Manual) and based on documentation in the Electronic Health Records System:

Provider Type	Individual Therapy & Collateral & Case Management & ICC & Crisis	Family Therapy & Group Therapy	Rehab Groups	TBS
LPHA (MFT LCSW LPCC)/ Intern or Waivered LPHA (MFT LCSW LPCC)	\$175.00	\$185.00	\$185.00	\$180.00
Mental Health Rehab Specialist	\$95.00	\$105.00	\$105.00	\$180.00
Other Qualified Providers - Other Designated MH staff that bill medical (Interns)	\$95.00	\$105.00	\$105.00	

A. As a result of state and federal audits, any recoupment of funds by DHCS for contractor services are subject to recoupment from the contractor.

1. Recoupment will be based on Fraud, Waste, and Abuse as outlined in the MCBHRS Documentation Manual.



MARIPOSA COUNTY

Board of Supervisors



RESOLUTION - ACTION REQUESTED 2023-575

MEETING: October 17, 2023
TO: The Board of Supervisors
FROM: Shannon Hansen, Director of Public Works and Transportation
RE: Declare the Annual Mariposa Trunk or Treat Event a County Sponsored Event; and Authorize the Public Works Director to Waive the Encroachment Permit Fee of \$188

RECOMMENDATION AND JUSTIFICATION

Declare the Annual Mariposa Trunk or Treat Event a County Sponsored Event; and Authorize the Public Works Director to Waive the Encroachment Permit Fee of \$188.

This event will be held at the Mariposa Courthouse on October 31, 2023, from 4:30 p.m. to 6:30 p.m. This is the 9th year this event has been sponsored by Mariposa Safe Families. This event provides a safe trick-or-treat Halloween experience for the youth of Mariposa County and has been very successful in the past years.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board has approved this event and fee waivers for the past several years.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve, the event will be cancelled.

FINANCIAL IMPACT

None

ATTACHMENTS

1. Encroachment Permit 23
2. Flyer 2023
3. Letter to BOS 23
4. Trunk or Treat Map 23
5. Trunk or Treat layout 23

VOTE RESULT

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



COUNTY OF MARIPOSA
APPLICATION FOR ENCROACHMENT PERMIT

TO: PUBLIC WORKS DEPARTMENT
4639 BEN HUR ROAD
MARIPOSA, CA 95338

DATE: 8/12/23 Building Permit #: _____

APPLICANT: Mariposa Safe Families, Inc.

THE UNDERSIGNED HEREBY APPLIES FOR PERMISSION TO EXCAVATE, CONSTRUCT AND/OR OTHERWISE ENCROACH ON A COUNTY RIGHT-OF-WAY ON (ADDRESS) 8th/Bullion & 10th/Bullion AND AGREES TO DO THE WORK IN ACCORDANCE WITH COUNTY RULES AND REGULATIONS AND SUBJECT TO COUNTY INSPECTION AND APPROVAL, BY PERFORMING THE FOLLOWING WORK (PLEASE COMPLETE ALL THAT APPLY):

1. ☐ DRIVEWAY ☒ SPECIAL EVENT (EXPLAIN BELOW)
☐ ROAD CROSSING DATE OF EVENT 10/31/2023
(WATER PIPE, CULVERT, ETC. EXPLAIN BELOW) ☐ OTHER (EXPLAIN BELOW)

Annual Trunk-or-Treat Event @ the Mariposa
Courthouse on 10/31/2023 from 3:30pm-6:30pm

2. DRIVING INSTRUCTIONS FROM A KNOWN LANDMARK TO LOCATION OF ENCROACHMENT, I.E., INTERSECTION OF COUNTY ROADS, STATE HIGHWAYS OR TOWN, ETC.

Intersection of 8th/ Bullion St. & 9th Street
Intersection of 10th/ Bullion St. & 10th Street

3. ATTACH MAP SHOWING LOCATION AND SKETCHES SHOWING WHAT IS TO BE DONE. SHOW LOCATION OF THE STAKE MARKING PROPOSED ENCROACHMENT OR WORK TO BE DONE. (Please see attached.)

4. ASSESSOR'S PARCEL NUMBER: _____

5. ADDRESS OF PARCEL: _____

APPLICANT IS REQUESTED TO STAKE THE ENCROACHMENT LOCATION WITH THE PINK CARD PROVIDED.
NO PERMIT WILL BE ISSUED UNTIL POSTING HAS BEEN COMPLETED AND APPROPRIATE FEES HAVE BEEN COLLECTED.
WORK WILL NOT BE STARTED UNTIL AN ENCROACHMENT PERMIT HAS BEEN ISSUED BY THE DEPARTMENT OF PUBLIC WORKS.

PERMIT NO.: _____

OWNERS NAME: _____

DATE ISSUED: _____

PRINTED NAME OF APPLICANT: Megan M. Atkinson

PHONE NUMBER: _____

SIGNATURE OF APPLICANT: Megan M. Atkinson

MAILING ADDRESS: Po Box 545, Mariposa

California 95338
(209) 966-2211.



**CANDY
DONATIONS
NEEDED!**

10TH ANNUAL



TRUNK OR TREAT



TUESDAY OCTOBER 31, 2023 FROM 4:30PM - 6:30PM

**AT THE MARIPOSA COURTHOUSE
(5088 BULLION ST IN THE TOWN OF MARIPOSA)**

**CANDY DONATIONS ACCEPTED AT THE MSF OFFICE
AT 5070 BULLION ST.**

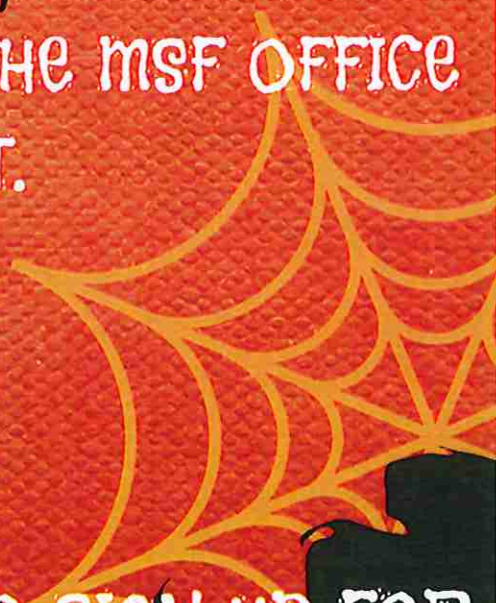
VOTE FOR BEST



TRUNK!



**FOR MORE INFORMATION OR TO SIGN UP FOR
A TRUNK PLEASE CONTACT: 209-966-2211 OR
EMAIL: BCOBURN@MARIPOSASAFEFAMILIES.ORG**





September 12, 2023

Mariposa County Board of Supervisors
PO Box 784
5100 Bullion Street
Mariposa, California 95338

Subject: Mariposa Safe Families Trunk or Treat Request for Fee Waiver and Sponsorship

Mariposa Safe Families (MSF) respectfully requests that the Mariposa County Board of Supervisors (BOS) grant permission for MSF to host our 10th Annual Trunk or Treat. MSF further requests that the BOS provide County sponsorship of the event including a fee waiver and county insurance coverage in conjunction with MSF insurance policy. The Trunk or Treat event is a family-oriented event that the Mariposa community greatly appreciates, and MSF works hard to put on the event annually for Mariposa families. This event unifies the community with an opportunity to celebrate. We will be welcoming our partner agencies, organizations, and groups to the Trunk or Treat as we provide a safe, local place for families to enjoy trick or treating.

The schedule for Trunk or Treat 2023 is as follows:

Tuesday October 31, 2023 -

- 3:15pm: MSF Staff on site to set up in preparation for participants.
- 3:30pm: Participants arrive to set up trunks.
- 4:30pm-6:30pm: Trunk or Treat event begins and goes until 6:30pm. Parents/guardians and children are allowed to walk through the trunks and collect treats.
- 6:30pm-7:00pm: Event closes and cleanup process is completed.

Please review the attached permits and applications for Public Works/Caltrans and other appropriate agencies to utilize should the BOS grant permission. We appreciate your support and collaboration for the event.

Respectfully,

Megan Atkinson, Executive Director
Mariposa Safe Families
Mariposa County Child Abuse Prevention Council
Email: matkinson@mariposasaferamilies.org

P.O. Box 545 | 4983 8th Street | Mariposa, CA 95338 | Office (209) 966-2211 | www.mariposasaferamilies.org

Mariposa Safe Families is a trauma informed organization which creates a welcoming and inclusive environment providing quality services, activities, and opportunities to empower, strengthen and preserve families and individuals, while nurturing and enhancing the safety and well-being of children.

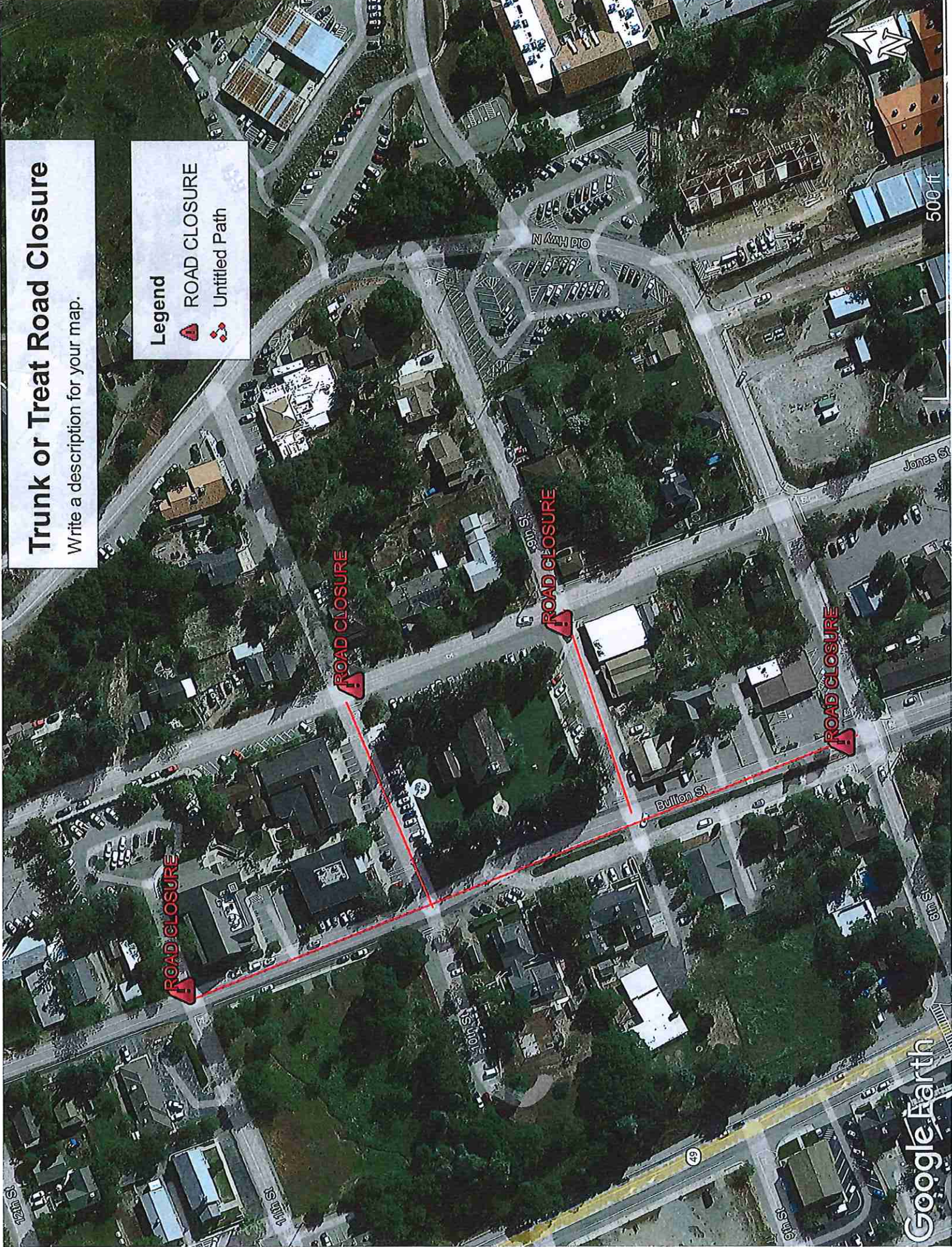
Trunk or Treat Road Closure

Write a description for your map.

Legend

 ROAD CLOSURE

 Untitled Path



TRUNK OR TREAT MAP

OCTOBER 31, 2023

SET UP @ 3:30PM EVENT 4:30- 630 PM

* Each Participant is assigned a parking spot. Please Back in with your trunk facing the sidewalk area. We will have a registration area set up in the front of the courthouse

Jones Street

Courthouse

Back

Front

ENTRANCE

9th Street

10th Street

Bullion Street

Road Closure Sign

Road Closure Sign



Open to traffic

Scanned

Scanned



MARIPOSA COUNTY

Board of Supervisors



RESOLUTION - ACTION REQUESTED 2023-576

MEETING: October 17, 2023
TO: The Board of Supervisors
FROM: Shannon Hansen, Director of Public Works and Transportation
RE: Declare the Coulterville Trunk or Treat Event as a County Sponsored Event; and Authorize the Public Works Director to Waive the Encroachment Fee of \$188

RECOMMENDATION AND JUSTIFICATION

Declare the Coulterville Trunk or Treat Event as a County Sponsored Event; and Authorize the Public Works Director to Waive the Encroachment Fee of \$188

This event will be held on October 28, 2023, from 5:00 pm to 9:30 pm. The event will be held on Main Street from Highway 49 to Pine Street. Scope and the Sheriff's Department will assist with road closure and detours, providing a safe environment for the families with children who participate.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board has approved this annual event in past years.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve, the coordinators will suffer a hardship in paying the fee.

FINANCIAL IMPACT

None

ATTACHMENTS

1. Encroachment Permit 23
2. Letter to BOS 23
3. CV Trunk or Treat Map23

VOTE RESULT

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

MARIPOSA COUNTY PUBLIC WORKS
APPLICATION FOR ENCROACHMENT PERMIT

TO: PUBLIC WORKS DEPT
4639 BEN HUR ROAD
MARIPOSA, CA 95338

DATE: 9/15/23

BUILDING PERMIT: _____
(If applicable)

APPLICANT:

THE UNDERSIGNED HEREBY APPLIES FOR PERMISSION TO EXCAVATE, CONSTRUCT, AND/OR OTHERWISE ENCROACH ON A COUNTY RIGHT-OF-WAY ON Main Street ROAD AND AGREES TO DO THE WORK IN ACCORDANCE WITH COUNTY RULES AND REGULATIONS AND SUBJECT TO COUNTY INSPECTION AND APPROVAL, BY PERFORMING THE FOLLOWING WORK: (PLEASE FILL IN ALL BLANKS THAT APPLY)

1. ☐ DRIVEWAY
☐ ROAD CROSSING
☐ WATER PIPE, CULVERT, ETC.
☐ LDA ROAD

2. ☐ NEW BUILDING/HOME
3. ☐ REMODEL EXISTING
4. ☐ NEW MAILBOX
5. ☒ OTHER (EXPLAIN BELOW)

Oct. 28th
Road Closure 5pm - 9:30pm

3. DRIVING INSTRUCTIONS FROM A KNOWN LANDMARK TO LOCATION OF ENCROACHMENT, I.E., INTERSECTION OF COUNTY ROADS, STATE HIGHWAYS OR TOWN, ECT.

Beginning at Hwys 132/49, up Main Street until Pine Street.
Using Broadway as Detour

4. ATTACH MAP SHOWING LOCATION AND SKETCHES SHOWING WHAT IS TO BE DONE, SHOW LOCATION OF THE STAKE MARKING PROPOSED ENCROACHMENT OR WORK TO BE DONE.

* See Attached Map

5. ASSESSOR'S PARCEL NUMBER: _____

6. ADDRESS OF PARCEL: _____

APPLICANT IS REQUIRED TO STAKE THE ENCROACHMENT. YOU MAY IDENTIFY THE LOCATION WITH SURVEY STAKES OR OTHER METHODS. PLEASE CALL OR EMAIL IF YOU HAVE ANY QUESTIONS.

NO PERMIT WILL BE ISSUED UNTIL POSTING HAS BEEN COMPLETED AND THE \$150 FEE * HAS BEEN COLLECTED. WORK WILL NOT BE STARTED UNTIL AN ENCROACHMENT PERMIT HAS BEEN ISSUED BY THE DEPARTMENT OF PUBLIC WORKS.

PERMIT NUMBER: _____

(Issued Once Fee * is Paid)

DATE ISSUED: _____

* The fee may be paid by check

Made payable to: County of Mariposa

Or you may call (209) 966-5356 with

Credit Card Information

** If Applicant is not the Owner, then include
an authorization letter from Owner

Hettie Jane Tyler

OWNER'S NAME (Please Print)

[Signature]

SIGNATURE OF OWNER/APPLICANT **

P.O. Box 56

OWNER'S MAILING ADDRESS

Coolerille 95311

CITY

ZIP

(209) 382-5572 redpity73@gmail
PHONE NUMBER EMAIL ADDRESS

Sept 15, 2023

To Mariposa County Board of Supervisors
From Hettie Jane Tyler, member of CTTC
Re Coulterville's trunk of treat, October 28th 2023

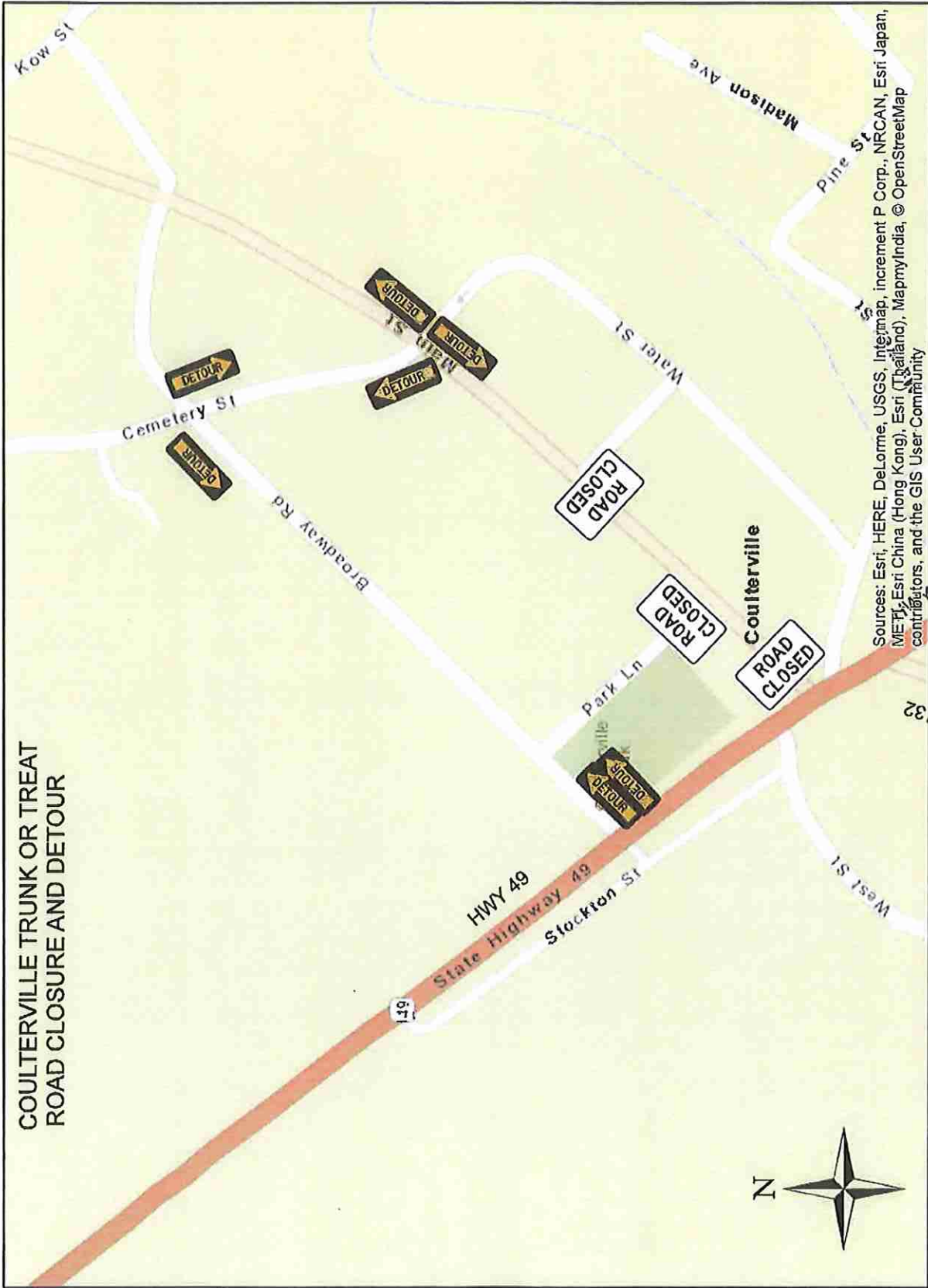
The Coulterville Trunk or Treat Committee is hosting the annual Trunk or Treat celebration on the last Saturday of October. The event is primarily focused on the first section of Main Street between Hwy 49 and Pine Street. To ensure the safety of our children and families, we've submitted a road closure permit request to encompass the event period, a few ~~more~~ hours that evening.

As Always we will be inviting SCOPE and Sheriff's office to lend a hand.

This event is free to our community and beyond, organized by two individuals with a limited budget. We would like to ask the Board to waive the permit fee and sponsor the insurance.

Thank you for your Consideration.

Hettie Jane Tyler and Bobbie Coleman





MARIPOSA COUNTY

Board of Supervisors



RESOLUTION - ACTION REQUESTED 2023-577

MEETING: October 17, 2023

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works and Transportation

RE: Approve an Agreement for the Fall 2023 Pavement Resurfacing Project in the Amount Not to Exceed \$2,400,000; Authorize the Public Works and Transportation Director to Award the Agreement to the Lowest Responsive Bidder; and Authorize the Board of Supervisors Chair to Sign the Agreement (Subject to Approval as to Legal Form by County Counsel)

RECOMMENDATION AND JUSTIFICATION

Approve an Agreement for the Fall 2023 Pavement Resurfacing Project in the Amount Not to Exceed \$2,400,000; Authorize the Public Works and Transportation Director to Award the Agreement to the Lowest Responsive Bidder; and Authorize the Board of Supervisors Chair to Sign the Agreement (Subject to Approval as to Legal Form by County Counsel).

Bids for the project will be opened on October 12, 2023. In order to expedite the construction schedule, it is requested the Board authorize the Chair to award the contract to the lowest responsive and responsible bidder. It's necessary to continue repairing storm damage prior to the upcoming winter, and the contractor still has an opportunity to work under satisfactory weather conditions. A copy of the bid abstract will be checked and attached to the Agreement.

The following locations are included in the bid:

Jerseydale (4600 ft), W. Whitlock (160 ft), Holtzel (500 ft), Indian Peak (800 ft), Oak Rd. Bridge (100 ft), El Capitan (50 ft), Silva (2000 ft), Ernst (2640 ft), Meadow Lane (500 ft), Snow Creek Fall (Cul-de-Sac), Royal Arches (300 ft), Silver Stand Falls (Cul-De-Sac), Ribbon Falls (Cul-De-Sac), Yosemite Falls (Cul-De-Sac), Bridalveil Falls (Cul-De-Sac), Awahanee (1000 ft), Mepps Ct (Cul-De-Sac), Anglers Ct (Cul-De-Sac), Pautzke Ct (Cul-De-Sac), Creel (1200 ft), Old Hwy @ Gaudalupe (Add Alternative 2640 ft), and the Ponderosa Basin Fire Station parking lot.

Jerseydale, W. Whitlock, Holtzel, Indian Peak, Oak Rd. Bridge, and El Capitan are all areas damaged by the winter storms. FEMA will not regard the projects as complete and begin reimbursing until the pavement is restored.

The remaining sites exhibit Pavement Condition Index (PCI) scores between 0 and 50, indicating a dire need for repairs. These specific roads were selected not only based on their PCI scores but also with a cost-saving perspective, as equipment is already deployed in the vicinity for repairing winter storm-damaged roads.

The work is a combination of federally declared storm disaster (DR-4683 and DR-4699) and Local Assistance and Tribal Consistency Funds (LATCF). Work has been bundled into a single contract to reduce costs. Local Assistance and Tribal Consistency Funds (LATCF) were budgeted for the purpose of improving roads, and this project is a significant first step.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The work is a combination of federally declared storm disaster (DR-4683 and DR-4699) and Local Assistance and Tribal Consistency Funds (LATCF). The county roadways have been neglected in the past, and the additional funds budgeted by the Board are slowly improving the County's pavement management.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not improve and pavement conditions will continue to deteriorate.

FINANCIAL IMPACT

The Engineers Estimate is \$2 million. 67% percent of the work is LATCF, 28% of the work is CalOES/FEMA reimbursable and 5% is Fire budgeted in a fixed asset account from CSA3.

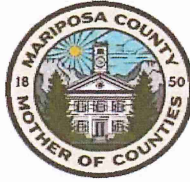
ATTACHMENTS

1. DH - Handout PW

VOTE RESULT

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

Bid Summary
Mariposa County Department of Public Works



Project: Fall 2023 Pavement Resurfacing

No.	Item Description Base Bid Items 1-21	Unit	QTY	Mountain Cascade Inc.		United Pavement Maintenance	
				1		2	
				Unit Price	Unit Price (\$)	Unit Price	Unit Price (\$)
Schedule A (Storm Repairs)							
1	Mobilization	LS	1	\$ 65,000.00	\$ 65,000.00	\$ 42,000.00	\$ 42,000.00
2	Traffic Control	LS	1	\$ 26,000.00	\$ 26,000.00	\$ 84,300.00	\$ 84,300.00
3	Cold Plane AC Pavement	SY	982	\$ 75.00	\$ 73,650.00	\$ 93.50	\$ 91,817.00
4	HMA (Type A)	TON	2133	\$ 178.00	\$ 379,674.00	\$ 160.00	\$ 341,280.00
5	MinorHMA (Jerseydale Drainage Ditches & Inlets)	TON	40	\$ 445.00	\$ 17,800.00	\$ 1,225.00	\$ 49,000.00
6	Shoulder Backing	TON	330	\$ 155.00	\$ 51,150.00	\$ 145.00	\$ 47,850.00
7	Paint Detail 27B	LF	9,200	\$ 0.88	\$ 8,096.00	\$ 0.85	\$ 7,820.00
8	Paint Pavement Marking (Limit Line)	SF	46	\$ 12.50	\$ 575.00	\$ 12.00	\$ 552.00
9	Paint Pavement Marking (STOP)	SF	22	\$ 12.50	\$ 275.00	\$ 12.00	\$ 264.00
Schedule B (Roads)							
10	Mobilization	LS	1	\$ 67,000.00	\$ 67,000.00	\$ 68,719.00	\$ 68,719.00
11	Traffic Control	LS	1	\$ 30,000.00	\$ 30,000.00	\$ 103,930.00	\$ 103,930.00
12	Cold Plane AC Pavement	SY	480	\$ 125.00	\$ 60,000.00	\$ 93.50	\$ 44,880.00
13	Meadow Ln. Digout	SY	1333	\$ 25.00	\$ 33,325.00	\$ 23.00	\$ 30,659.00
14	HMA (Type A)	TON	4365	\$ 141.00	\$ 615,465.00	\$ 160.00	\$ 698,400.00
15	Shoulder Backing	TON	742	\$ 145.00	\$ 107,590.00	\$ 145.00	\$ 107,590.00
16	Paint Detail 21	LF	6920	\$ 1.75	\$ 12,110.00	\$ 1.70	\$ 11,764.00
17	Paint Pavement Marking (Limit Line)	SF	160	\$ 12.50	\$ 2,000.00	\$ 12.00	\$ 1,920.00
18	Paint Pavement Marking (STOP)	SF	198	\$ 12.50	\$ 2,475.00	\$ 12.00	\$ 2,376.00
Schedule C (Fire)							
19	Cold Plane 0.5' AC	SY	700	\$ 26.00	\$ 18,200.00	\$ 153.00	\$ 14,000.00
20	Cold Plane .2' AC	SY	1055	\$ 13.00	\$ 13,715.00	\$ 160.00	\$ 13,715.00
21	HMA	TON	398	\$ 186.00	\$ 74,028.00	\$ 165.00	\$ 68,058.00
TOTAL BID (Items 1-21)					\$ 1,658,128.00		\$ 1,830,894.00

Additive Alternate

22	Old Hwy Cold Plane	SY	89	\$ 164.00	\$ 14,596.00	\$ 153.00	\$ 13,617.00
23	Old Hwy HMA	TON	832	\$ 157.00	\$ 130,624.00	\$ 160.00	\$ 133,120.00
24	Old Hwy Shoulder Backing	TON	123	\$ 194.00	\$ 23,862.00	\$ 165.00	\$ 20,295.00
TOTAL BID (Items 1-24)					\$ 1,827,210.00		\$ 1,997,926.00



MARIPOSA COUNTY

Board of Supervisors



MEETING: October 17, 2023
TO: The Board of Supervisors
FROM:
RE: Handouts Received During Department Presentations at the October 17th, 2023 Meeting:

RECOMMENDATION AND JUSTIFICATION

Handouts Received During Department Presentations at the October 17th, 2023 Meeting:

The flyers below were received by Keri Kisela/Mariposa Chamber

- Car Show Flyer
- Mariposa Aesthetics Ribbon Cutting
- Happy Goat Ribbon Cutting

BACKGROUND AND HISTORY OF BOARD ACTIONS

The board receives handouts on occasion.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

None.

FINANCIAL IMPACT

N/A

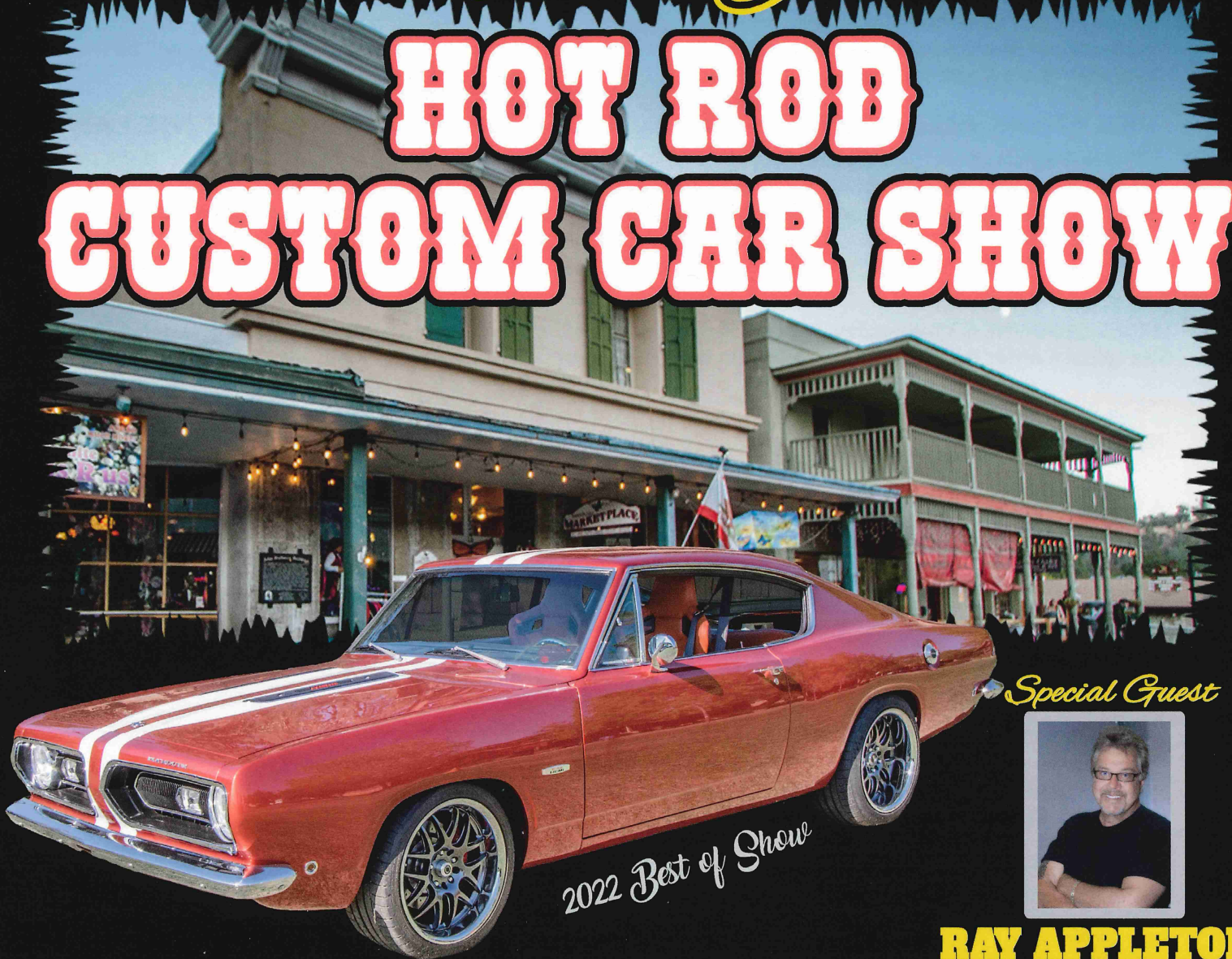
ATTACHMENTS

1. Handouts - Keri Kisela

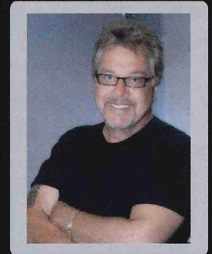
Mariposa County Chamber of Commerce
12th Annual

Mariposa Yosemite

HOT ROD CUSTOM CAR SHOW



Special Guest



2022 Best of Show

RAY APPLETON

from

**KMJ Radio
580 and 105.9**

FRIDAY

OCTOBER 20, 2023

5PM to DARK

CRUISE NIGHT

DOWNTOWN MARIPOSA

SATURDAY

OCTOBER 21, 2023

9AM to 3PM

MARIPOSA COUNTY

FAIRGROUNDS

FOOD

MUSIC

AWARDS

VENDORS

GOODY BAGS

Pre-register at www.MariposaCarShow.org mariposachambercarshow@gmail.com 209.966.2456

Awards will be presented for all classes in addition to the following awards: **Club Participation, Best Paint, Best Engine, Best Interior, Best in Show, Peoples' Choice, Kids' Choice, Chamber Favorite.** Awards will not be judged by professional judges. Show held rain or shine. Please indicate weekend participation below.

☐ **FREE Friday Cruise Night**

Cruise historic downtown Mariposa on Friday, October 20, 2023. Line-up begins at 4:30 p.m. A professional photographer will be on site taking magazine quality photos of your car. Photos will be available to view and purchase online. SPACE IS LIMITED so register early.

NO BURN-OUTS PERMITTED

VIOLATORS WILL BE PROSECUTED TO THE FULLEST EXTENT OF THE LAW

☐ **\$35 Pre-Registration (\$45 Day of Event)**

Set-up begins at 7:30 a.m. at the Mariposa County Fairgrounds on Saturday, October 21, 2023. The event is open to the public from 9:00 a.m. to 3:00 p.m. There will be many activities in town during Saturday's show. **Pre-registrants receive complimentary coffee and donuts on Saturday morning, and downtown access and parking on Friday.**

☐ **\$35 T-Shirt Pre-Order**

ORDER DEADLINE is Wednesday, September 27, 2023. T-Shirts will be available upon your arrival. Size (please enter quantity you wish to purchase next to appropriate size):

____ S ____ M ____ L ____ XL ____ 2XL ____ 3XL ____ 4XL

Name _____

Address _____ City _____ Zip _____

Year / Make / Model _____

Club Name _____

Phone (____) _____ E-mail _____

The Mariposa County Chamber of Commerce and its affiliates, sponsors, and members are not liable for any damages to vehicles, equipment, or persons. By signing this form, you are accepting full responsibility. No alcohol is sold at this event.

Signature _____ Date _____

Please Circle the Car(s) You Are Showing

Antique
Chevy
Classic

Custom
Ford
Foreign
Mopar

Muscle Car
Pro-Street & Race
Rat Rod
Street Rod

Tri 5
Truck
Other

Online registration is available at www.MariposaCarShow.org
If you prefer, please mail your application with check or credit card info to:
Mariposa County Chamber of Commerce, P. O. Box 425, Mariposa, CA 95338
Or stop by the office at 5158 Highway 140, Mariposa, CA

Credit Card No _____ Exp. Date _____ Security Code _____

Full Name on Card _____

Billing Address _____

Payable by Cash, Check, Credit Card, or Online

HAPPY GOAT

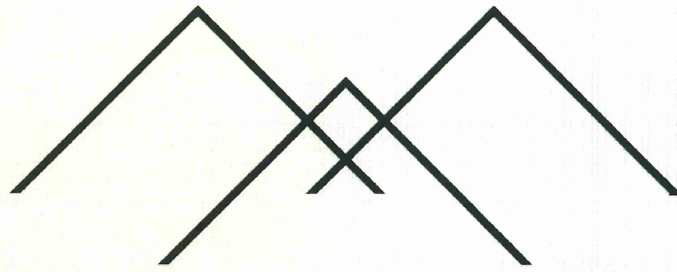
FARM TO TABLE

**GRAND
OPENING**



Ribbon Cutting
Friday, October 27 at 11am

**GRAND
OPENING**



Mariposa Advanced Aesthetics

**GRAND
OPENING**

5077 Bullion St



Ribbon Cutting
Thursday, Nov. 9 at 3:30pm

 **MARIPOSA**
COUNTY CHAMBER OF COMMERCE



MARIPOSA COUNTY

Board of Supervisors



Agenda Item – No Resolution Requested

MEETING: October 17, 2023
TO: The Board of Supervisors
FROM: Dallin Kimble, County Administrative Officer
RE: Discussion and Direction Regarding Microenterprise Grant Application in the Amount of \$10,000 for Solid Gold Resource Center

RECOMMENDATION AND JUSTIFICATION

Discussion and Direction Regarding Microenterprise Grant Application in the Amount of \$10,000 for Solid Gold Resource Center.

On October 11, 2022, Mariposa County Board of Supervisors discussed the administrative processes for two Community Development Block Grant (CDBG) grants that were awarded to Mariposa County in the aggregate amount of \$750,000. The funding for both CDBG programs is allocated for loans and grants to local small businesses. The Board decided to consider loans and grants on a case-by-case basis.

Solid Gold Resource Center (SGRC) operates as a provider of laundry and linen services, retail supplies and rental equipment for cleaning services, guest gift basket delivery, meal delivery, personal shopper and related services for vacation rental owners, property management companies, and cleaning service companies. SGRC is requesting a \$10,000 microenterprise grant for inventory/materials, equipment, and vehicle expenses. The grant would assist in building operating capacity focused on tourism-based operators. Staff is seeking the Board's input on how to proceed. Attached to this item is the report from Valley Small Business Development Corporation, who have been evaluating applicants for the CDBG programs (the report has been edited to reflect that SGRC is pursuing a grant after initially pursuing a loan).

The Microenterprise Loan Program guidelines, adopted on November 1, 2022, include a provision allowing for \$10,000 grants. Per the guidelines, a grant cannot be used in combination with a loan.

BACKGROUND AND HISTORY OF BOARD ACTIONS

On October 11, 2022, the Board discussed implementation of the Business Assistance and Microenterprise loan programs and directed staff to bring applications to the Board to proceed on a case-by-case basis.

On May 19, 2020, the Board of Supervisors adopted Resolution 2022-68 approving the application of a CDBG grant for a business assistance and microenterprise loan program. The application was awarded on October 21, 2020.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

None.

FINANCIAL IMPACT

If funds are awarded in a future board meeting, there would be no impact on the general fund. This grant involves the dispersal of Community Development Block Grant (CDBG) funds awarded to Mariposa County for Business Assistance and Microenterprise Loans and Grants.

ATTACHMENTS

- 1. Underwriter's Report Updated_Redacted**
- 2. Solid Gold Business Plan - 09.23.23**
- 3. solid gold handout**

Mariposa County Business Assistance Program

Applicant's Information	
Applicant's Name: Kymberli Frederick-Arms Co-Applicant's Name: Jeffrey Blalock OBA: Solid Gold Resource Center	Business Age: months (9/01/2022) 11 months
Address: [REDACTED]	Business Legal Structure: General Partnership
County: Mariposa	Business Type: Laundry Services
Contact: Kymberli Frederick-Arms	Annual Business Revenue: \$321,755 (2023 projected)
Phone: [REDACTED] Phone (2): [REDACTED]	NAICS: 812330
Email: Kym@SolidGoldResourceCenter.com	Is the Business Considered Essential: N/A
Website:	U.S. Citizen: Yes
Application Date: 2/28/2023	Has the Business Filed Bankruptcy within the past 3 yrs: No
Dollar Amount of Request	
\$ 10,000	
Use of Funds	
• Purchase Inventory/Materials	\$ 1,500
• Purchase Equipment/Machinery	\$ 4,500
• Vehicle	\$ 4,000

Review of Submitted Documents to Support Grant Request

Business Description:

Solid Gold Resource Center operates as a provider of laundry and linen services, retail supplies and rental equipment for cleaning services, guest gifts basket delivery, meal delivery, personal shopper, and related services to tourism-based operators (vacation rental homeowners, property management companies, and cleaning service companies) in the greater Mariposa area. Hours of operation are 7 days a week, from 10:00am to 4pm. Solid Gold Resource Center is a General Partnership between Kymberli Frederick-Arms and Jeffrey Blalock.

Valid business FBN and proof of payment of taxes, including TOT:

Fictitious Business Name (FBN) Statement, dated November 17, 2022 was provided for review. Business licenses are not issued in Mariposa County. The registrants listed are Kymberli Frederick-Arms and Jeffrey Blalock. A General Partnership Agreement for Solid Gold Resource Center, GP, dated September 2, 2022 was provided for review.

Credit History:

Kymberli Frederick-Arms - an Experian credit report was obtained on 7/26/2023 [REDACTED]. There is a past due amount of \$2,129. The trade payment status showed eight paid trades, seventeen satisfactory trades, five previously delinquent/derogatory accounts, and four presently delinquent/derogatory accounts. Delinquency detail lists seventeen satisfactory, eighteen 30 days past due, twelve 60 days past due, and twenty 90+ days past due.

Jeffrey Blalock- an Experian credit report was obtained on 7/26/2023. The search showed no report. A second credit report was obtained 8/29/2023. The social security number listed on the loan application was

incorrect. The Experian credit report on 8/29/2023 [REDACTED] There is no past due amounts. The trade payment status shows 3 satisfactory reads.

Explain the intended use of the grant that may be provided by Mariposa County:

The grant will assist the applicant in building the operating capacity of the business. The proposed uses of funds list purchase of equipment/machinery - \$4,500, purchase of inventory/materials - \$1,500, and vehicle expenses - \$4,000. A business plan was provided that described in general terms the business concept, services, and goals. Vendor information, name of products, types of tenant improvement, contractor information or quotations were not available for review.

What is the financial ability to pay payroll obligations and other operating expenses:

Financial information was limited to Projected Income prepared within the Business Plan. The chart was organized as 12-month – with categories of income, cost of goods, gross profit, operational costs, and net income. No financial details were presented, just gross numbers. Income totaled \$321,755, costs of goods of \$32,822, gross profit of \$288,933, operational costs of \$103,918, and a net profit of \$185,015.

Second year operation will grow 100% and third year will grow 70%. No financial assumptions, formulas, menu of fees, and calculations were submitted for review.

SUMMARY:

Strengths

- Knowledgeable of the tourism-based community
- Secondary source of income - as a bookkeeper

Weaknesses

- Limited financial resources available
- Lack of secondary financial support and weak collateral
- No historical revenues and payment ability
- Start-up business
- One partner with good credit history

If funding request approved, the following are suggested conditions (but not limited to):

1. Evidence of contracts with clients (vacation rental homeowners, property management companies, cleaning service companies), and
2. Evidence of general business liability insurance.



Business Plan

Kymberli Frederick-Arms & Jeff Blalock
General Partners
Est. August 2022

Executive Summary

Product

Solid Gold Resource Center is partnering with local businesses to achieve the Gold Standard in Hospitality for Our Tourism-Based Community. Providing resources such as Laundry and Linen Service, Retail Supplies and Equipment Rentals for Cleaning Services. Providing a platform for Networking, Peer Reviews and Referrals between Businesses. Providing customized services for Vacation Rentals such as Guest Gifts Basket Delivery, Meal Delivery, Personal Shopper, etc. to enhance the guest experience and boost vacation rental ratings.

Customers

We specialize in supporting small businesses providing hospitality services to our community. The Target Customer for Solid Gold Resource Center is Vacation Rental Homeowners, Property Management Companies, and Cleaning Service Companies who want to enhance the guest experience.

Future of the Company

With Yosemite National Park in our backyard, tourism is the leading industry in our community. Providing the Gold Standard in Hospitality enhances the Guest experience and boosts tourism ratings, encouraging more tourism in our Community. In response to this climate, Solid Gold Resource Center is prepared to reassess the needs of the vacation rental, hospitality and tourism community and offer additional services as needed. As a Growth Oriented and Community-Focused Company, Solid Gold Resource Center will enjoy many years of collaboration with like-minded businesses seeking to enhance the Guest experience and boost economy in our community.

Company Description

Mission Statement

To provide quality services to our clients that will help their companies, and our community, prosper and grow.

Principal Members

Kymberli Frederick-Arms — Partner

Jeffrey Blalock — Partner

Legal Structure

Solid Gold Resource Center is a General Partnership between Kymberli Frederick- Arms and Jeffrey Blalock in Mariposa, CA.

Market Research

Industry

In the tradition of the 1846 Pioneers, Solid Gold Resource Center is trailblazing a unique role in supporting the hospitality industry. We are not aware of a similar business that provides services tailored to meet the needs of vacation rental owners, property managers and cleaning service companies as we do.

After a series of natural disasters and the pandemic, tourism and the local economy were hit hard. As the local economy recovers, there is a greater need to meet the Gold Standard in hospitality and improve the guest experience to promote more tourism. Solid Gold Resource Center sees a unique opportunity to support our community by providing services needed to accomplish this.

Detailed Description of Customers

Solid Gold Resource Center specifically targets vacation rental owners, property managers and cleaning service businesses who want to provide the Gold Standard in Hospitality. They value quality and they research the products they buy. They want to enhance guest experiences with luxury accommodations without all the overhead. They want to provide personalized services for their guests such as customized welcome baskets with local finds, meal deliveries, and personal shoppers. They see the value in “outsourcing” linen and laundry services because it saves time in preparing the home for new guests and reduces in-home expenses such as utility costs and wear and tear on appliances. They see the value in providing quality linens, without the overhead of replacing them regularly to assure they are free from stains, discoloration, or damage. They understand the impact of using all-natural, hypoallergenic, environmentally friendly cleaning products for their guests and our community. They recognize the need to have a convenient, industry-based, retail center where one can obtain these products, and other essential tools, locally. They see great value in networking with like-minded business owners in their community. The proximity to Yosemite National Park and the tourism industry in our community allows Solid Gold Resource Center to capitalize on opportunities in our own community as we start and grow our business.

Company Advantages

Solid Gold Resource Center is a woman and veteran owned business that provides much needed services and products that no other local business provides.

Regulations

Solid Gold Resource Center will comply with all federal, state, and local regulations in conducting our business.

Service Line

Product/Service

Services:

- Linen and Laundry Service: Offer linen service, where customer “rents” our linens, or laundry service, where we launder customer owned linens, that includes pick-up and delivery.

Retail:

- Cleaning Supplies: Have essential cleaning supplies readily available for customers in a central location.
- Essential Tools: Having brooms, mops, dust pans, cleaning cloths, scrub brushes, etc. available for purchase, perhaps even to “borrow” like a cleaning supply library. Having vacuums, carpet cleaners, steamers, etc. available for rent to help alleviate the “overhead” cost for individual cleaners.

Networking:

- Cleaners: Create a platform for Cleaners to job share. This will include a private platform for members to post jobs available and do peer reviews. SGRC will moderate the platform, aid with payments and 1099s. This will also allow SGRC to “vet” cleaners and be able to refer them to Homeowner/Property Manager clients.
- Homeowners/Property Managers: Establish a network of reliable and vetted service providers that are dedicated to SGRC clientele such as cleaners, handymen, pool services, tree services, electricians, plumbers, etc. Manage payments and 1099s for service providers.

Personalized Services for Vacation Rentals:

- Personal Shopper: Offer a personal shopper for vacation rentals where their guests can provide a shopping list and it will be shopped for, delivered, and stocked in the home prior to their arrival.
- Meal Delivery: Similarly, guests can order a prepared meal, that only requires heating, that will be stocked in the home prior to their arrival.
- Welcome Baskets: Provide a welcome basket for guests with local “gifts” as defined by homeowner and assure they have been properly restocked and delivered prior to each new guests’ arrival.

Pricing Structure

Solid Gold Resource Center will provide products and services, by quote and approved agreement, based on individual Customer needs.

Contract Options:

- **FLAT RATE SERVICE:** An annual contract that averages linen expenses over the year with a set monthly fee.
- **PREMIUM LINEN SERVICE:** An annual contract where Customer reserves linens for the year and only pays to launder them after each guest stay. Customer is not responsible for replacement of lost or damaged items.
- **STANDARD LINEN SERVICE:** A rental agreement where Customer only pays for linens as used. Customer will be responsible for lost or damaged items.
- **CUSTOMER OWNED LINENS:** A service agreement where SGRC provides laundry service for Customer owned linens. Can be included in a flat rate or standard service contract.

Retail Products:

- Specialized Retail Products to be priced on an individual basis.

Networking:

- Membership based access to private platform.

Personalized Services:

- Quoted on an individual basis depending on individual Customer requests.

Product Lifecycle

All services are ready to be offered to clients, pending approval of contracts.

All products are being sourced and inventory is being accumulated.

Intellectual Property Rights

Solid Gold Resource Center reserves the rights to our proprietary processes and other intellectual property, such as our logo. We have registered our domain name and parked relevant social media accounts for future use and to prevent the likelihood of someone impersonating our services.

Research and Development

Solid Gold Resource Center is planning to conduct the following research and development:

- Implement an inventory control solution for SGRC and Customer owned goods that helps better track each piece and its status in the service process.
- Continually assess the need for additional services to ensure Solid Gold Resource Center continues to carefully carve its niche in the marketplace.

Marketing & Sales

Growth Strategy

As the Company Grows, Solid Gold Resource Center will add necessary equipment and processes to meet the needs of our clients, such as:

- Add additional washers and driers to meet demand
- Add Luxury Linens; sheet sets, towels and bath mats, to meet demand.
- Add a dedicated delivery vehicle to meet demand.

Communicate with the Customer

Solid Gold Resource Center will communicate with its Target Audience by:

- Networking with our local Tourism Bureau, Chamber of Commerce, and Personal Contacts within the industry.
- Meeting with managers and leaving brochures in targeted local companies.
- Maintain our company website ensuring it contains engaging content about our services and current contact information.
- Using social media platforms such as Twitter, YouTube, Facebook, and LinkedIn
- Using direct marketing to reach out of area Vacation Rental Owners

How to Sell

Currently, both Kymberli Frederick-Arms and Jeff Blalock share the sales duties for Solid Gold Resource Center. The company will increase awareness to our targeted customers through online advertising, proactive public relations campaigns, and attending local Tourism, Chamber of Commerce and Economic Development events. As profits increase, Solid Gold Resource Center will look to add an employee to assist with account management and marketing.

Operations

Location

Solid Gold Resource Center is located at 5671 Copper Leaf Dr., Mariposa CA, just outside town and a central location to our customer base. The facility has sufficient space to process and store linens with room to expand.

Hours of Operations

Solid Gold Resource Center will be open to customers 7 days a week, 10am to 4pm, with linen processing occurring during “closed” hours as well.

Employees

Currently Kymberli Frederick-Arms will oversee the business management, keep the books, track inventory, do purchasing, and assist with marketing. Jeff Blalock will oversee day-to-day operations, including processing linens and deliveries, to start. Solid Gold Resource Center will look to add five (5) employees in the first year.

- Three (3) employees at the facility, processing linens, approximately 30 hours per week each.
- One (1) employee to do Pick-up and Deliveries, approximately 25 hours per week.
- One (1) employee at the facility, in an administrative role, approximately 30 hours per week

Funding

Start Up Costs

Solid Gold Resource Center is just beginning operations. Many Start-up Costs have already been funded, but more are needed, as described below:

Item / Category	Already Funded	To Be Funded	By Partners	Other Funds	Requested Grant	Future Revenue
Licenses/Permits	X		140.00			
Inventory	X		200.00			
Inventory		X			1500.00	17500.00
Equipment	X		2275.00	3100.00		
Equipment		X			4500.00	
Vehicle		X	3000.00		4000.00	
Tenant Improvements	X		1600.00	6900.00		10900.00
Tenant Improvements		X				22500.00
Computers / Software	X		1235.00			
Furniture	X		2175.00			
Furniture		X				15000.00
Working Capital		X				10000.00
Total:			10625.00	10000.00	10000.00	20900.00

Projected Monthly Costs

In addition, Solid Gold Resource Center has the following Monthly requirements, to be funded as revenue increases, and by partners if necessary, as described below:

Item / Category	Current Amount	1 yr Future Projection	3 yr Future Projection	5 yr future Projection
Rent	1350.00	1500.00	1650.00	1735.00
Utilities	585.00	725.00	800.00	1000.00
Computer/Software	75.00	100.00	150.00	200.00
Insurance	495.00	495.00	495.00	495.00
Employee Expenses	5745.00	14395.00	21595.00	28790.00
Marketing	200.00	200.00	250.00	250.00
Vehicle Expenses	495.00	1000.00	1200.00	1400.00
Supplies	1400.00	2800.00	4200.00	4200.00
COGS	500.00	1000.00	2000.00	2500.00
Loan Payment	450.00	450.00	800.00	800.00
Working Capital (savings)	100.00	1000.00	2000.00	3000.00
Total:	11395.00	23665.00	35140.00	44370.00

Projected Income

First year of Operation

The Projected income for Solid Gold Resource Center is primarily based on the ability to produce 24 loads of laundry per day, 7 days per week, for the first 6 months and then 48 loads of laundry per day, 7 days per week, for the following 6 months. Plus, some retail sales, membership fees, and specialized services. It also includes variations based on the “busy” season.

Month	Gross Sales	Cost of Goods	Gross Profit	Operational Costs	Net Income
1	12800.00	2515.00	10285.00	8880.00	1405.00
2	15100.00	3262.00	11838.00	8133.00	3705.00
3	22950.00	3785.00	19165.00	7610.00	11555.00
4	35360.00	4026.00	31334.00	7369.00	23965.00
5	30850.00	3623.00	27227.00	7772.00	19455.00
6	16255.00	3130.00	13125.00	8265.00	4860.00
7	17320.00	2585.00	14735.00	8810.00	5925.00
8	18685.00	1256.00	17429.00	10139.00	7290.00
9	22950.00	1195.00	21755.00	10200.00	11555.00
10	38480.00	1720.00	36760.00	9675.00	27085.00
11	44375.00	2460.00	41915.00	8935.00	32980.00
12	46630.00	3265.00	43365.00	8130.00	35235.00
Totals	321,755.00	32,822.00	288,933.00	103,918.00	185,015.00

Financial Outlook:

Solid Gold Resource Center expects a 100% growth rate in our second year, and a 70% growth rate in our third year. Expecting a net income of \$185,000.00 in our first year, \$370,000.00 in our second year and \$620,000.00 in our third year. We expect that by year three we may outgrow our current facility and look to open a second location.

GO GREEN

We use all-natural hypoallergenic laundry products that are easy on the environment and you!

We use a bio enzyme driven cleaning agent that is non-toxic, biodegradable, & allergen free. Certified by the EPA, USDA & National Eczema Assoc.

Its advanced formula eliminates the toughest odors & stains, leaving your linens clean, bright, fresh & soft.

OUR LAUNDRY SERVICE

SAVES YOU!

SAVES TIME

The most time-consuming aspect of a turnover is the time it takes to launder the household linens. With Laundry Service, your cleaners do not have to wait for laundry to be completed!

SAVES OVERHEAD

Reduces electricity, water, detergent & softener usage. Reduces use, wear & tear on your appliances. Reduces use & chemical impact on your septic system.

SAVES CONCERN

Rest assured that your guests always have fresh, clean, linens, free from harsh chemicals, toxins, or allergens.

CONTACT US FOR A QUOTE

PREMIUM FLAT RATE SERVICE

Prefer to pay a flat rate monthly? We offer an annual contract that averages out your laundry expenses over the year so there are no unexpected costs! Delivery service included. Plus, this makes you a priority client during high demand times. Delivery Service included!

STANDARD LINEN SERVICE

Prefer to pay as you go? With our standard agreement you pay per service. Laundry expenses will fluctuate based on demand.

PICK-UP & DELIVERY

Want to drop off & pick up yourself? That's great! But, if you prefer, we can do that for you!

MINIMUM \$25 PER SERVICE

Excluding Delivery Fee

*Exclusions: Comforters, Pillows, Rugs, Dog Beds, and other Bulky Items.

LOCATION

5671 Copper Leaf Drive
Mariposa, CA 95338

(Just past the County Landfill off Hwy 49N)

**WHETHER YOU PREFER
USING YOUR LINENS OR
OURS, WE HAVE A PLAN
THAT WORKS FOR YOU**

CONTACT US

SGRC | 209 966 GOLD (4653) |
Info@SolidGoldResourceCenter.com
www.SolidGoldResourceCenter.com

SOLID GOLD RESOURCE CENTER

ACHIEVE THE GOLD STANDARD

LAUNDRY SERVICES





MARIPOSA COUNTY

Board of Supervisors



Agenda Item – No Resolution Requested

MEETING: October 17, 2023
TO: The Board of Supervisors
FROM: Danielle Bondshu, Clerk of the Board
RE: Waive the First Reading and Introduce an Ordinance Titled "An Ordinance Amending the Frequency of the Board of Supervisors Meeting from the First Four Tuesdays of Every Month to the First Three Tuesdays of Every Month"

RECOMMENDATION AND JUSTIFICATION

Waive the First Reading and Introduce an Ordinance Titled "An Ordinance Amending the Frequency of the Board of Supervisors Meeting from the First Four Tuesdays of Every Month to the First Three Tuesdays of Every Month"

Regular meetings of the Board of Supervisors are prescribed by Mariposa County Code Chapter 2.04.010, which requires the Regular meetings of the Board of Supervisors shall be held at the Mariposa County Government Center in the town of Mariposa the first four Tuesdays of every month at 9:00 am

Following the adoption of Resolution 2023-106 which cancelled the fourth Tuesdays of 2023, the Board directed staff to bring an Ordinance to amend County Code to reflect the first three Tuesdays of the month for the 2024 Board Calendar.

BACKGROUND AND HISTORY OF BOARD ACTIONS

County Code Chapter 2.04.010 regarding the Board's meeting time and place was first adopted on November 20, 1984, with Ordinance number 631. There have been a variety of amendments since then with Ordinance 648 adopted on 11/19/1985, Ordinance 756 adopted on 10/17/1989, Ordinance 866 adopted on 12/14/1993, Ordinance 986 adopted on 05/13/2003, and Ordinance 1169 adopted in 12/21/2021.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

First Reading: The Board has the latitude to change the ordinance text. If the Board elects not to introduce the ordinance, the change will not be accomplished.

FINANCIAL IMPACT

None

ATTACHMENTS

1. First reading of Ordinance Amending section 2.04.010

VOTE RESULT

RESULT: **Adopted**

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

NAYS: District II Supervisor Poe

Waive the First Reading and Introduce an Ordinance Amending Chapter 2.04.010 of the Mariposa County Code, Titled "An Ordinance Amending the Frequency of the Board of Supervisor Meetings from the First Four Tuesdays of Every Month to the First Three Tuesdays of Every Month."

Regular meetings of the Board of Supervisors are prescribed by Mariposa County Code Chapter 2.04.010, which requires the Regular meetings of the Board of Supervisors shall be held at the Mariposa County Government Center in the town of Mariposa the first four Tuesdays of every month at 9:00 am

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BACKGROUND AND HISTORY OF BOARD ACTIONS:

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ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

First Reading: The Board has the latitude to change the ordinance text. If the Board elects not to introduce the ordinance, the change will not be accomplished.

Second Reading: The Board may not make changes to the ordinance text, and can only approve the ordinance or not.

MARIPOSA COUNTY BOARD OF SUPERVISORS
SUMMARY OF PROPOSED ORDINANCE
AMENDING THE FREQUENCY OF THE BOARD OF SUPERVISORS MEETINGS FROM
THE FIRST FOUR TUESDAYS OF EVERY MONTH TO THE FIRST THREE TUESDAYS OF
EVERY MONTH.

Notice is hereby given that on Tuesday, November 7th, 2023, at 9:00 a.m., or as soon thereafter as the matter may be heard, at its regularly scheduled meeting, the Mariposa County Board of Supervisors will consider adoption of a proposed ordinance amending Chapter 2.04.010 which will Amend the frequency of the Board of Supervisors Meetings from the first four Tuesdays of every month to the first three Tuesdays of every month.

A certified copy of the full text of this ordinance is posted for public review in the Office of the Clerk of the Board of Supervisors located at 5100 Bullion Street, Mariposa, California.

Danielle Bondshu
Clerk of the Board

2.04.010 Regular Meeting Time And Place

Regular meetings of the Board of Supervisors shall be held at the Mariposa County Government Center in the town of Mariposa on the first ~~four~~ **three** Tuesdays of each month at 9:00 a.m. for the transaction of any and all business which may come before the Board, both as a Board of Supervisors and as the Board of Directors of the following districts:

A. County Service Area 1M (Don Pedro Subdivision), and

1. Mariposa Pines Sewer Zone
2. Sewer Zone (Don Pedro Subdivision)
3. Coulterville Sewer and Water Zone

B. Mariposa Parking District

C. Wawona County Services Area 2W

D. Hornitos Lighting District

E. Mariposa Lighting District

F. Coulterville Lighting District

G. Mariposa County Air Pollution Control District

H. Yosemite West Maintenance District

I. Mariposa County Water Agency

J. Mariposa County Local Transportation Commission

K. Housing and Community Development Agency

L. Redevelopment Agency of the County of Mariposa

In the event any Tuesday should be a legal holiday, the regular meeting of the Board, both as a Board of Supervisors and as the Board of Directors of the above districts and/or agencies, shall be held at 9:00 a.m. at the above-mentioned place on the next succeeding day which is not a legal holiday.

MARIPOSA COUNTY ORDINANCE NO.

An Ordinance Amending the Frequency of the Board of Supervisors Meetings from the First Four Tuesdays of Every Month to the First Three Tuesdays of Every Month.

WHEREAS the regular meeting time and place for the Board of Supervisors is codified within Section 2.04.010 of Chapter 2.04 of the Mariposa County Code; and

WHEREAS there is currently a provision contained within Section 2.04.010 which requires the Board of Supervisors to hold meetings on the first four Tuesdays of every month; and

WHEREAS this provision was historically utilized to have items brought to the Board four Tuesdays per month; and

WHEREAS the Board of Supervisors adopted Resolution 2023-106 which amended the frequency of the Board of Supervisor meetings from the first four Tuesdays of every month to the first three Tuesdays of every month; and

WHEREAS this amendment will remove the meetings which fall on the fourth Tuesday of every month in Section 2.04.010.

NOW, THEREFORE, the Board of Supervisors of Mariposa County, a political subdivision of the State of California, does ordain as follows:

SECTION I: Section 2.04.010 of the Mariposa County Ordinance Code is hereby amended as follows:

2.04.010 Regular Meeting Time And Place

Regular meetings of the Board of Supervisors shall be held at the Mariposa County Government Center in the town of Mariposa on the first three Tuesdays of each month at 9:00 a.m. for the transaction of any and all business which may come before the Board, both as a Board of Supervisors and as the Board of Directors of the following districts:

A. County Service Area 1M (Don Pedro Subdivision), and

1. Mariposa Pines Sewer Zone
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3. Coulterville Sewer and Water Zone

B. Mariposa Parking District

C. Wawona County Services Area 2W

D. Hornitos Lighting District

E. Mariposa Lighting District

- F. Coulterville Lighting District
- G. Mariposa County Air Pollution Control District
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- I. Mariposa County Water Agency
- J. Mariposa County Local Transportation Commission
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In the event any Tuesday should be a legal holiday, the regular meeting of the board, both as a Board of Supervisors and as the Board of Directors of the above districts and/or agencies, shall be held at 9:00 a.m. at the above-mentioned place on the next succeeding day which is not a legal holiday.

SECTION II: This Ordinance shall become effective thirty (30) days after final passage pursuant to Government Code §25123.

PASSED AND ADOPTED by the Board of Supervisors of Mariposa County this ____ day of _____, 2023, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAINED:

MILES MENETREY, CHAIR
Mariposa County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

DANIELLE BONDSU
CLERK OF THE BOARD

STEVEN W. DAHLEM
COUNTY COUNSEL



MARIPOSA COUNTY

Board of Supervisors



Agenda Item – No Resolution Requested

MEETING: October 17, 2023
TO: The Board of Supervisors
FROM: Dallin Kimble, County Administrative Officer
RE: CLOSED SESSION: Conference with Labor Negotiator of the Mariposa County Managerial/Confidential Organization (MCMCO); and Service Employees International Union (SEIU)

RECOMMENDATION AND JUSTIFICATION

☐ CONFERENCE WITH LEGAL COUNSEL:

☐ Existing Litigation:

☐ Disclosure will jeopardize existing settlement negotiations.

☐ Anticipated Litigation

☐ Significant exposure to litigation pursuant to subdivision (b) of Government Code section 54956.9.

Number of cases to be discussed:

☐ Initiating of litigation pursuant to subdivision (c) of Government Code section 54956.9.

Number of cases to be discussed:

☐ CONFERENCE WITH COUNTY LABOR NEGOTIATOR

Name of Employee Organization:

Name of County Designated Representative:

Title(s) of unrepresented individuals with whom negotiations are being conducted:

☐ PUBLIC EMPLOYEE EMPLOYMENT TITLE OR POSITION TO BE FILLED:

(Government Code Section 54957 (b) (1))

☐ PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Position of employee under review:

(Government Code Section 54954.5)

☐ PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE

(Government Code Section 54954.5)

☒ CONFERENCE WITH COUNTY LABOR NEGOTIATOR

Name of Employee Organization(s): Mariposa County Managerial/Confidential Organization (MCMCO), Service Employees International Union (SEIU)

Name of County Designated Representative: Shelline Bennett

Title(s) of unrepresented individuals with whom negotiations are being conducted: N/A

☐ THREAT TO PUBLIC SERVICE FACILITIES

Name of the law enforcement agency involved:

Title of officer of a law enforcement agency:

☐ LICENSE/PERMIT DETERMINATION

License or Permit applied for:

Number of license or permit applicants:

Name of applicant(s):

BACKGROUND AND HISTORY OF BOARD ACTIONS

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

FINANCIAL IMPACT

ATTACHMENTS

None



MARIPOSA COUNTY

Board of Supervisors



RESOLUTION - ACTION REQUESTED 2023-578

MEETING: October 17, 2023
TO: The Board of Supervisors
FROM: Steve Dahlem, County Counsel
RE: CLOSED SESSION: Public Employee Employment (Government Code Section 54957 (b) (1): Title: Deputy Sheriff Industrial Disability Retirement Application

RECOMMENDATION AND JUSTIFICATION

☐ CONFERENCE WITH LEGAL COUNSEL:

☐ Existing Litigation:

☐ Disclosure will jeopardize existing settlement negotiations.

☐ Anticipated Litigation

☐ Significant exposure to litigation pursuant to subdivision (b) of Government Code section 54956.9.

Number of cases to be discussed:

☐ Initiating of litigation pursuant to subdivision (c) of Government Code section 54956.9.

Number of cases to be discussed:

☐ CONFERENCE WITH COUNTY LABOR NEGOTIATOR

Name of Employee Organization:

Name of County Designated Representative:

Title(s) of unrepresented individuals with whom negotiations are being conducted:

☒ PUBLIC EMPLOYEE EMPLOYMENT (Government Code Section 54957 (b) (1))
Title: Deputy Sheriff Industrial Disability Retirement Application

☐ PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Position of employee under review: (Government Code Section 54954.5)

☐ PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE (Government Code Section 54954.5)

☐ CONFERENCE WITH REAL PROPERTY NEGOTIATOR

Description of real property:

Agency negotiator:

Closed session will concern: () price; () terms of lease/purchase.

☐ THREAT TO PUBLIC SERVICE FACILITIES

Name of the law enforcement agency involved:

Title of officer of a law enforcement agency:

[] LICENSE/PERMIT DETERMINATION

License or Permit applied for:

Number of license or permit applicants:

Name of applicant(s):

BACKGROUND AND HISTORY OF BOARD ACTIONS

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

FINANCIAL IMPACT

ATTACHMENTS

None



MARIPOSA COUNTY

Board of Supervisors



Information Item

MEETING: October 17, 2023
TO: The Board of Supervisors
FROM: Shannon Hansen, Director of Public Works and Transportation
RE: Receive a presentation from Pacific Gas & Electric (PG&E) regarding Underground Work and Forecasted Work within the County

RECOMMENDATION AND JUSTIFICATION

Receive a presentation from Pacific Gas & Electric (PG&E) regarding Underground Work and Forecasted Work within the County

BACKGROUND AND HISTORY OF BOARD ACTIONS

PG&E has provided project updates to the Board of Supervisors in the past.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

N/A

FINANCIAL IMPACT

None

ATTACHMENTS

1. PGE Response Mariposa County 10-13-2023
2. PGE_10K UG Program_Mariposa County Board of Supervisors_October 2023

October 13, 2023

Dear Chair Menetrey,

Thank you for your recent letter sharing your concerns about PG&E's road restoration process during recent undergrounding work in Mariposa County. We have been working closely with county staff to share information about our current undergrounding projects in Mariposa County. This includes weekly and sometimes daily coordination. We are committed to keeping these lines of communication open throughout the full duration of our work in Mariposa County.

Every day we are making the electric system safer and stronger for our customers. This includes our efforts to move powerlines underground in the highest fire risk areas. In Mariposa County, specifically, we have plans to underground 31 miles of powerlines by the end of 2023. This work is critical to reducing wildfire risk and improving electric reliability for customers across the county. While much of this work is in the final stages of construction, no projects are fully complete at this time. This means that no project sites are fully restored yet.

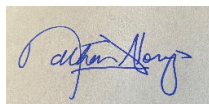
As part of our undergrounding process, we are committed to restoring roads to their pre-existing conditions and follow all permit standards when conducting work. Our recent undergrounding work in Mariposa County includes projects along Triangle Road, Darrah Road and several adjacent private roadways. We have recently put temporary road repairs in place in these areas. This includes laying backfill or covering work areas with plates each day, so the road is drivable for residents. Once the entire project is complete, we will fully restore and pave the roads. We anticipate completing these undergrounding projects by the end of December and then will prepare to start full restoration. Please note it could be a few weeks or months until we do full restoration, as weather and other factors can affect safe working conditions, and the ambient air temperature must be 50 degrees Fahrenheit and rising to complete asphalt road paving.

We are committed to ensuring our restoration plans are sufficient with county expectations. In addition to our upcoming meeting to discuss undergrounding on Tuesday, October 17, we would like to propose an in-person meeting with your designated staff in the coming weeks to go through the project sites and discuss any of your concerns. We would also like to set up a restoration walk following completion of these projects where we can again go through the project sites and finalize the details of our restoration and paving plans before beginning that phase of work.

To keep your board informed, we are also happy to provide a twice-yearly update detailing the status of our undergrounding projects in Mariposa County.

I hope this information was helpful, and we look forward to our continued collaboration on this important safety work.

Sincerely,



Nathan Alonzo
Local Government Affairs, Pacific Gas & Electric Company

10,000-Mile Undergrounding Program

Mariposa County Board of Supervisors

October 17, 2023



Purpose

- Provide an overview of our 10,000-Mile Undergrounding Program
- Share progress on our work to move powerlines underground in Mariposa County
- Answer questions

Agenda

1 Safety

2 10,000-Mile Undergrounding Program

3 Undergrounding in Mariposa County

4 Questions

Safety

Preparedness Tips

Always be prepared in case of a natural disaster or an emergency.

Build a disaster supply kit for you, your family or your business.

Be sure to include food, water, medication, flashlights, first aid kits, a list of emergency contacts and more.

Visit [SafetyActionCenter.pge.com](https://www.safetyactioncenter.pge.com) to help prepare for an emergency.



10,000-Mile Undergrounding Program



Responding to Evolving Wildfire Risk

2020

2021

2022

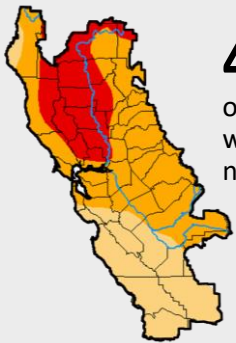
2023

CLIMATE CHANGE LEADING TO A PROLONGED AND INTENSIFIED WILDFIRE SEASON

Drought-intensified wildfire risk

Wildfire Risk Continues

Significant increase in wildfire activity on non-Red Flag Warning (RFW) days



47%

of acreage burned by wildfires ignited on non-RFW days

U.S. drought monitor
Map as of 12/29/2020

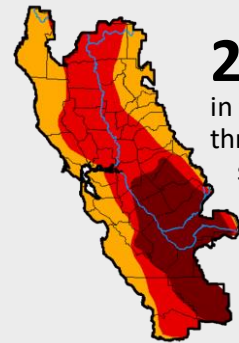


95%

of acreage burned by wildfires ignited on non-RFW days

U.S. drought monitor
Map as of 11/2/2021

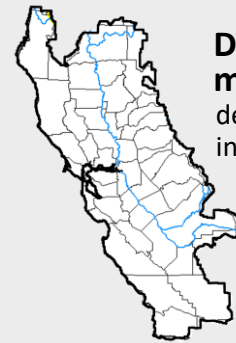
★ **Implementation of EPSS pilot**



2nd driest year in the last 128 years through peak wildfire season

U.S. drought monitor
Map as of 11/1/2022

Expansion of EPSS to all high fire-risk areas



Drought conditions may return despite heavy rainfall in 2023

U.S. drought monitor
Map as of 10/3/2023

Adding additional protection and refining EPSS

● **99% reduction in acres burned**
68% reduction in ignitions

MAP LEGEND

D0: Abnormally dry
 D1: Moderate drought
 D2: Severe drought
 D3: Extreme drought
 D4: Exceptional drought
 PG&E service area

Some of the measures included in this presentation are contemplated as additional precautionary measures intended to further reduce the risk of wildfires.

Key Wildfire Safety Objectives This Year

Prevent Wildfires



Reduce Customer Impacts



Provide Better Resources



Layers of Safety Protect Customers From Wildfires

Using the latest technologies such as weather stations to monitor daily conditions



Ensuring safety with enhanced protection and temporary outages



Keeping trees and branches away from powerlines to prevent trees from contacting lines



Installing stronger powerlines and poles to withstand severe weather



Undergrounding 10,000 miles of powerlines in the highest fire-risk areas to reduce ignition risk



Together,
these layers of
safety reduce
wildfire risk
from our
equipment

Undergrounding 10,000 Miles of Our Electric System

- We are committed to undergrounding **10,000 miles of powerlines** in the highest fire-risk areas.
- 10,000 miles represents **nearly one-third** of the overhead lines currently in high fire-risk areas.
- This year, we are on track to underground a total of **350 miles**.





Prioritizing Undergrounding to Have the Greatest Impact on Reducing Wildfire Risk

To accomplish this, we:

Use machine-learning-based risk modeling and partner with wildfire analysis providers.

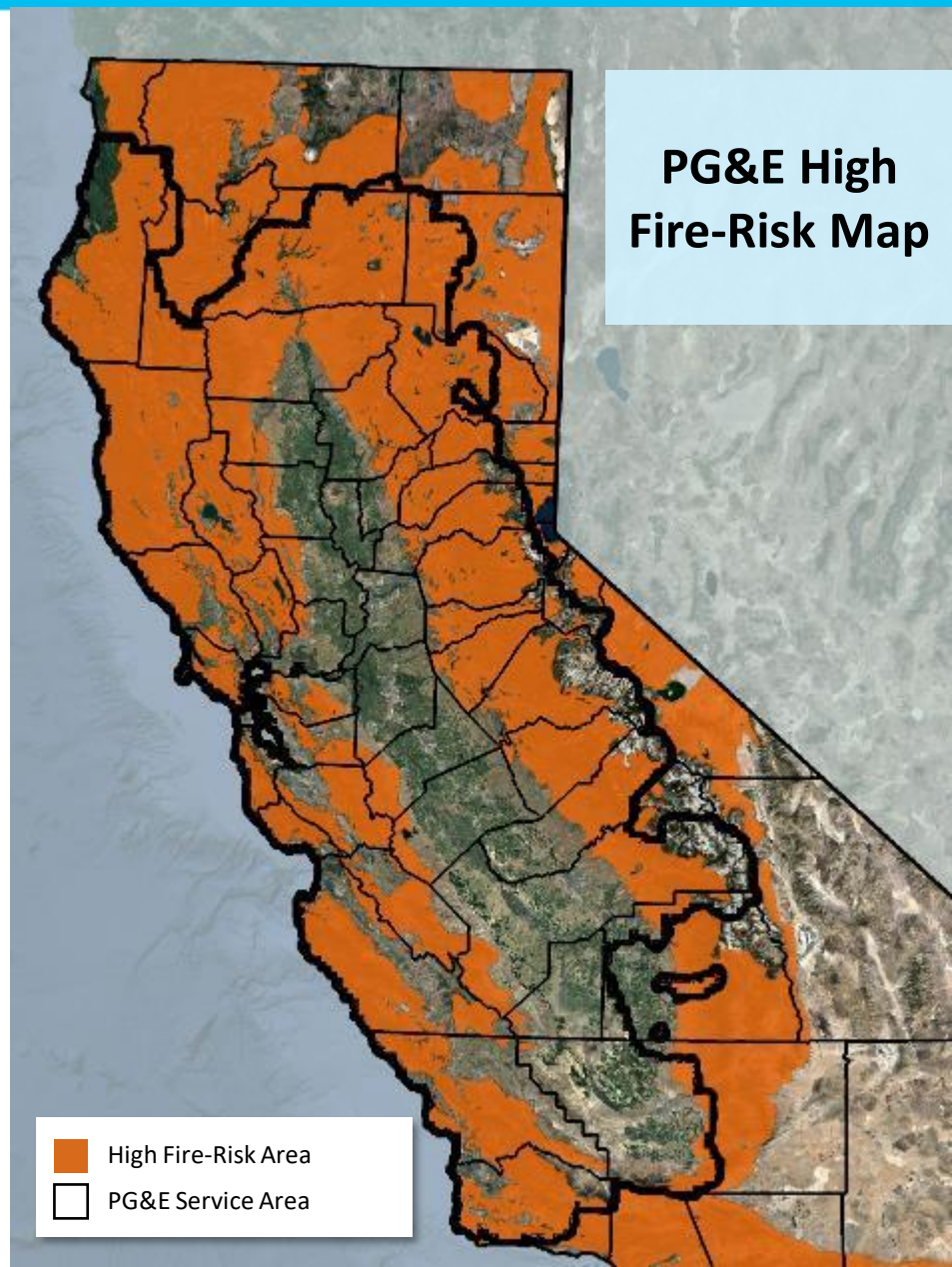
This modeling considers historic ignitions and other factors, such as:

- Vegetation
- Topography
- Condition of the electrical equipment

We also consider the:

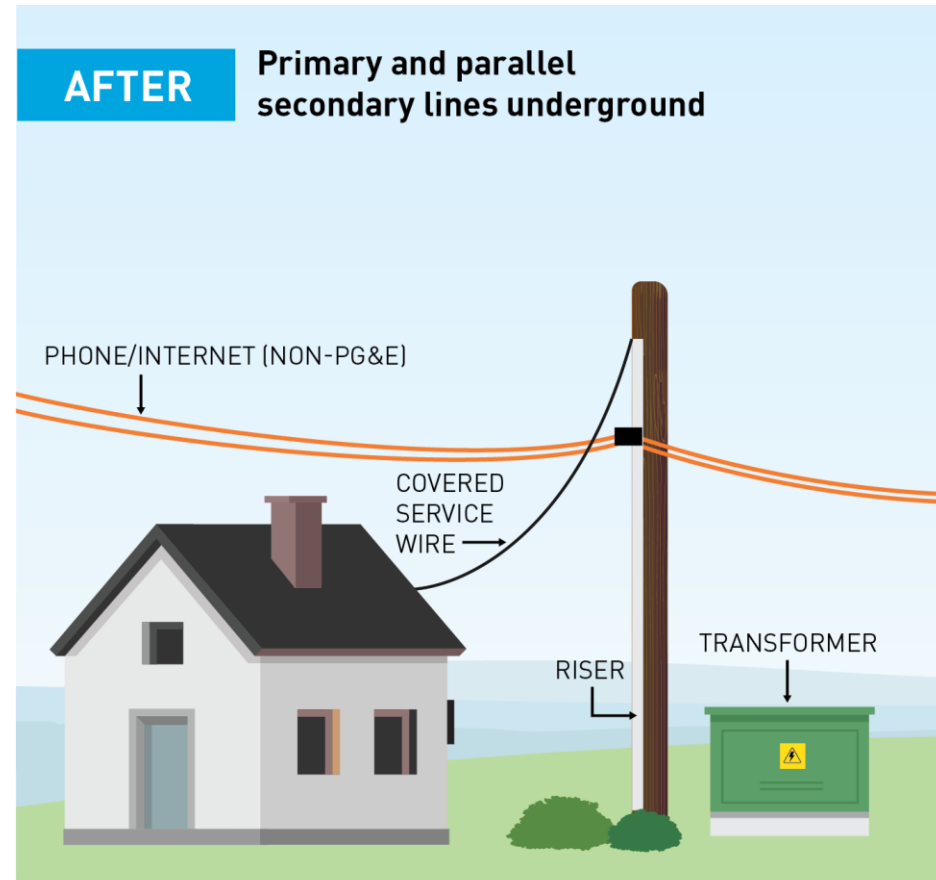
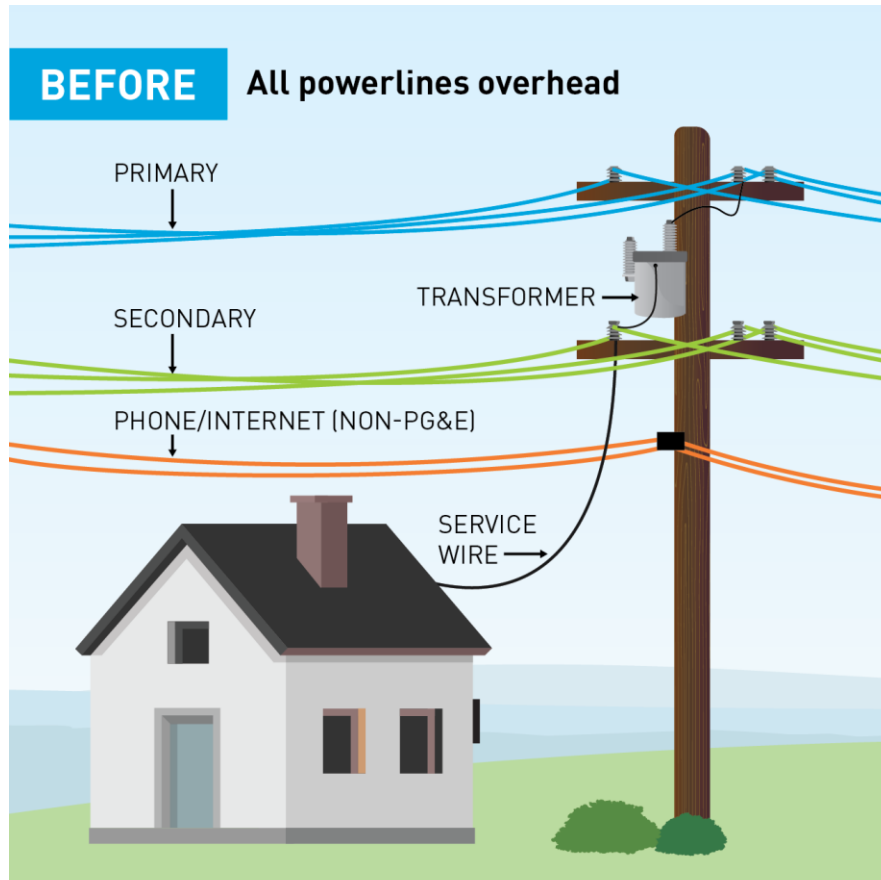
- Probability of an ignition
- Consequences if a wildfire were to start in a specific location

Some of the measures included in this presentation are contemplated as additional precautionary measures intended to further reduce the risk of wildfires.



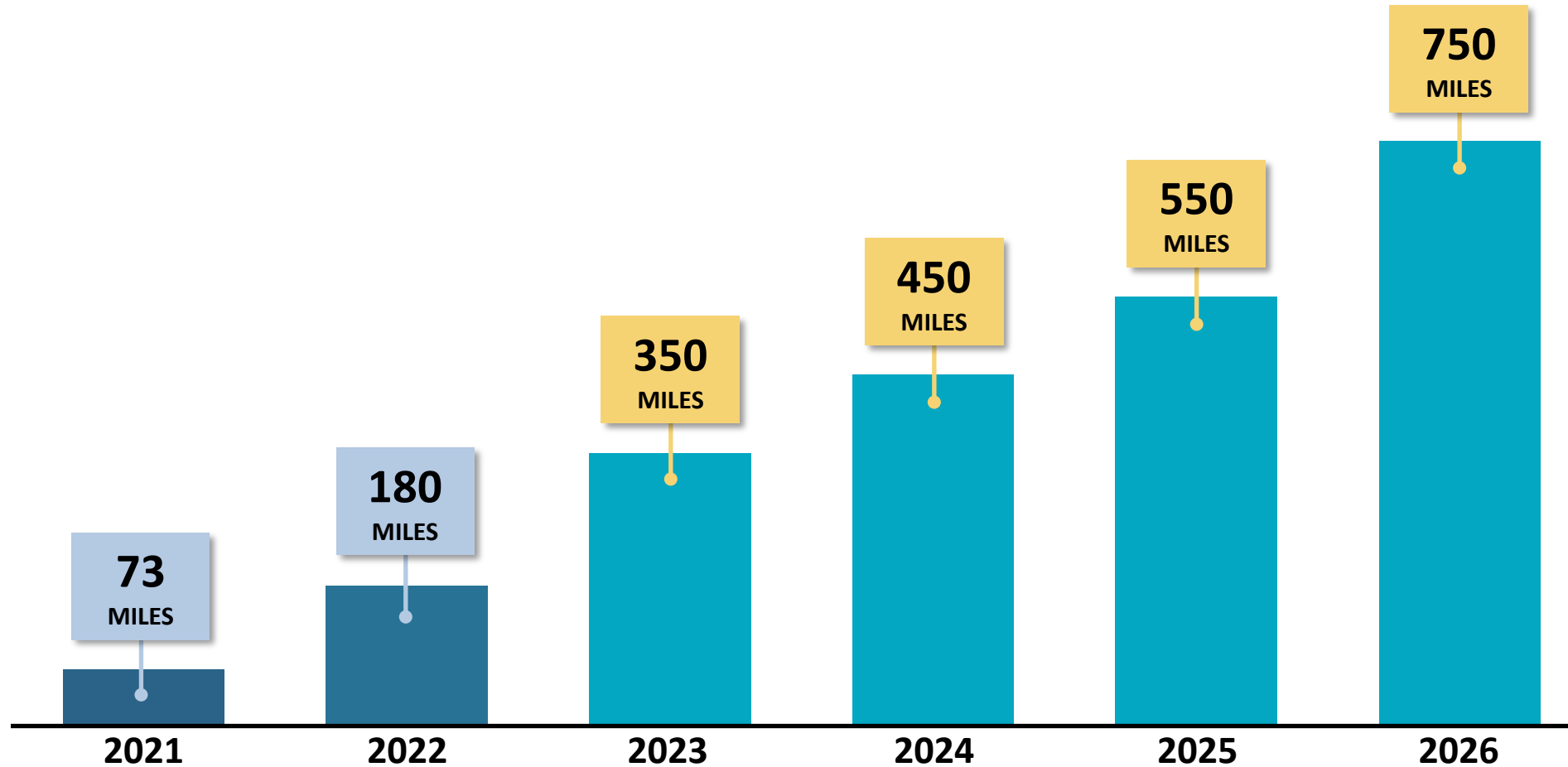
What to Expect From Undergrounding

Higher-voltage distribution lines pose the greatest wildfire risk. Therefore, to **maximize safety, we are prioritizing undergrounding those lines.**



For illustrative purposes only. Not to scale.

Ramping Up Our Undergrounding Efforts to Meet Our Targets



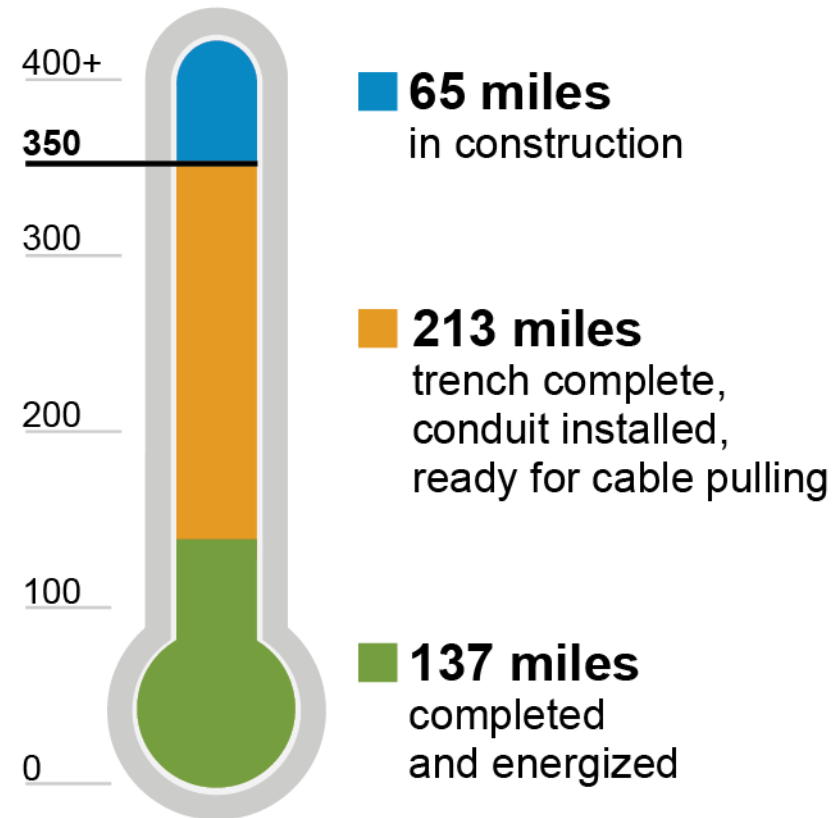
*Pending California Public Utilities Commission (CPUC) and California Office of Energy Infrastructure Safety (OEIS) approval.

Undergrounding Program - Progress to Date

Since the program's announcement in 2021, we have undergrounded **390 miles**.

This year, we plan to underground a total of **350 miles**.

On track to complete 350 miles by the end of 2023



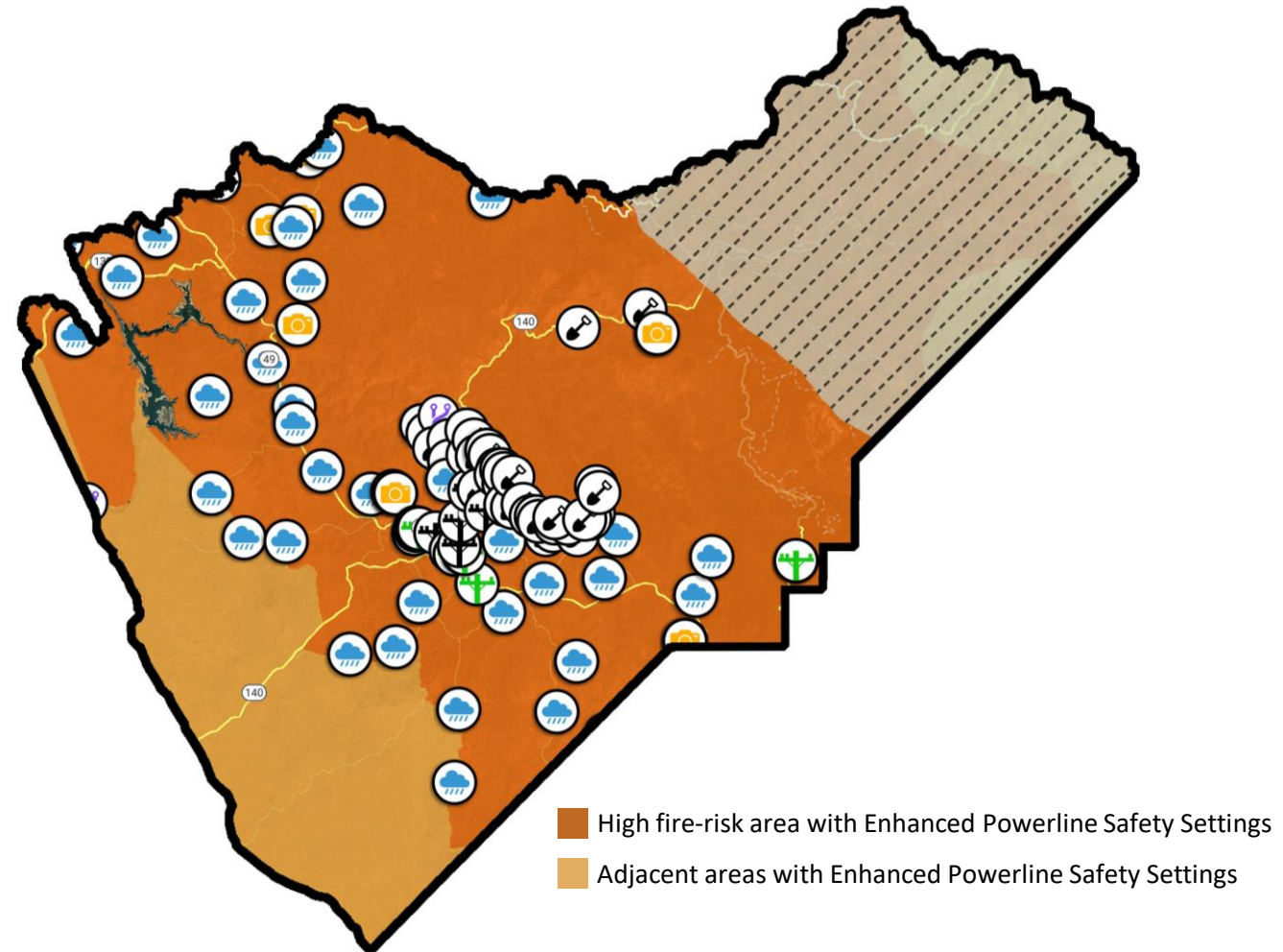
Undergrounding in Mariposa County



Mariposa County Safety Work Overview

Legend

-  Weather Stations: **37**
-  HD Cameras: **10**
-  Sectionalizing Devices: **1**
-  Total OH Completed: **20 miles**
-  2023-2025 OH Forecast: **19 miles**
-  2023-2026 UG Forecast: **104 miles**



Data as of 06/30/23. This map is for illustrative purposes. Forecasts can change as our risk model evolves to address the greatest wildfire risk. Forecast miles also exceed annual targets. Mileage in a community may increase or decrease due to access, weather, permitting or other constraints. In most cases, if a project is not completed during the year originally identified, it will continue through planning/construction phases during subsequent years.

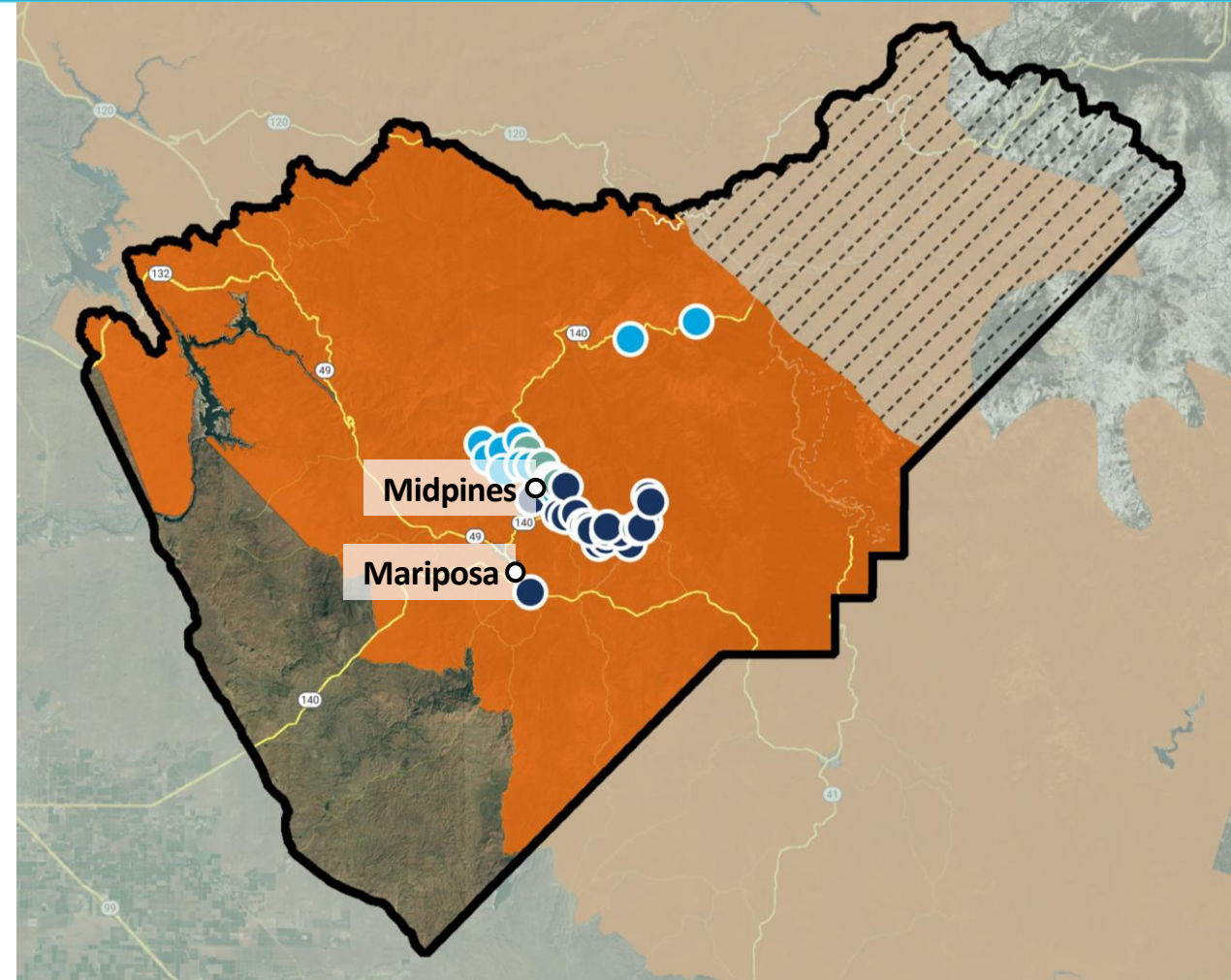
Undergrounding in Mariposa County (2023-2026)

● Miles completed/
forecast in 2023 | **31**

● Miles forecast
in 2024 | **15**

● Miles forecast
in 2025-2026 | **58**

i Customers can learn more at
pge.com/undergrounding



Data as of 06/30/23. This map is for illustrative purposes. Forecasts can change as our risk model evolves to address the greatest wildfire risk. Forecast miles also exceed annual targets. Mileage in a community may increase or decrease due to access, weather, permitting or other constraints. In most cases, if a project is not completed during the year originally identified, it will continue through planning/construction phases during subsequent years.

Post-Construction Road Restoration

We remain committed to restoring areas where we have completed undergrounding. This includes paving and other work to ensure the area is left in good condition.

- In addition to public roadways, these areas may include private driveways, yards or other outdoor spaces.
- We will use like-for-like materials, as applicable, and return impacted areas to their original condition.
- Restoration will take place after construction is complete and may take several weeks depending on weather and other factors.
- You may see temporary road repairs in place to ensure that the road is drivable for residents.

Interim Restoration



Example Final Restoration



**We know we cannot do this alone.
We are engaging with our customers
and communities by:**

- ✓ Keeping customers informed throughout the process
- ✓ Meeting with state agencies, local governments, tribes and community groups
- ✓ Conducting site walks/meetings with impacted communities
- ✓ Providing updates on [pge.com/undergrounding](https://www.pge.com/undergrounding)
- ✓ Developing county-level maps distributed to stakeholders and posted to the website



Keeping Customers and Communities Informed

We communicate with our customers throughout the undergrounding process, from planning to completion.

Customers near work areas may receive emails, letters, texts or phone calls with information about what to expect. Someone may also discuss the work with them in person.



To better serve our customers and communities and reduce wildfire risk, PG&E is undergrounding 10,000 miles of powerlines.

What is undergrounding?

Undergrounding is the process of moving sections of overhead powerlines beneath the ground. This work will benefit our customers by:

- Helping prevent wildfires caused by equipment
- Reducing power outages and improving reliability
- Driving long-term affordability
- Decreasing the need for future tree work

Where will work take place?

We are focusing our undergrounding efforts

Undergrounding nearly eliminates wildfire ignition risk at that location

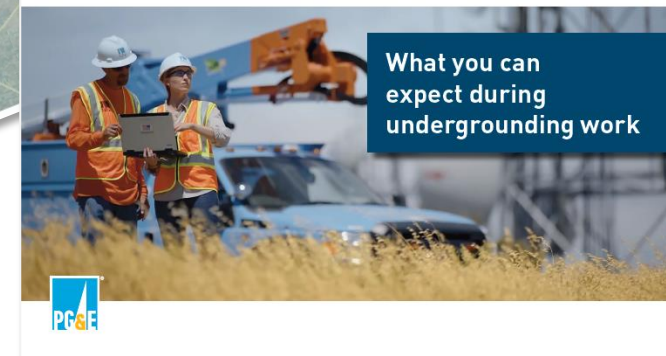
This makes it one of the most effective ways to reduce wildfire risk at the **lowest long-term cost** to customers.

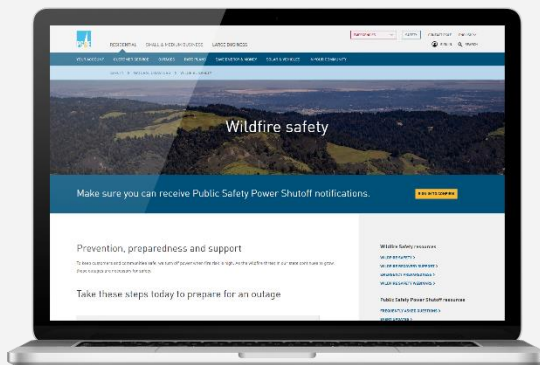
350

miles planned for 2023

We are ramping up to underground hundreds of miles per year, to a **approximately 2,300 miles** rounded by 2026.

Working to Keep Your Neighborhood Safe

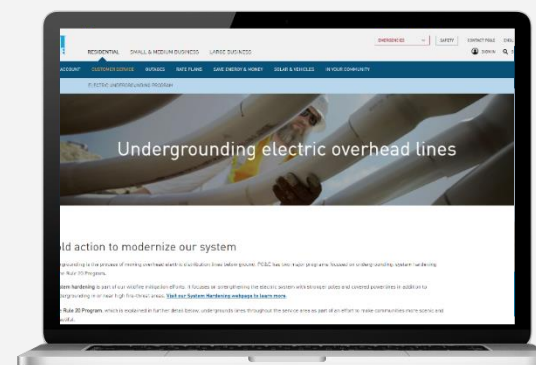




Wildfire Safety

Information on
wildfire prevention

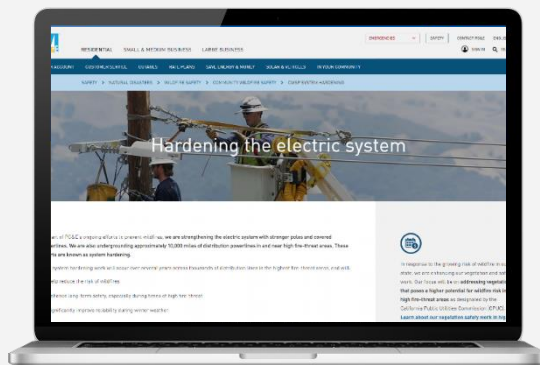
pge.com/wildfiresafety



Undergrounding

Information on
Undergrounding

pge.com/undergrounding



System Hardening

Information on
System Hardening

pge.com/systemhardening

Key Contacts:

Wildfire Safety Hotline: **1-866-743-6589**

Email: undergrounding@pge.com



Q&A



Thank you

