



AGENDA

BOARD OF SUPERVISORS, COUNTY OF MONO STATE OF CALIFORNIA

Regular Meetings: The First, Second, and Third Tuesday of each month. Location of meeting is specified just below.

MEETING LOCATION Board Chambers, 2nd Fl., County Courthouse, 278 Main St., Bridgeport, CA 93517

Regular Meeting March 14, 2017

TELECONFERENCE LOCATIONS: 1) First and Second Meetings of Each Month: Mammoth Lakes CAO Conference Room, 3rd Floor Sierra Center Mall, 452 Old Mammoth Road, Mammoth Lakes, California, 93546; 2) Third Meeting of Each Month: Mono County Courthouse, 278 Main, 2nd Floor Board Chambers, Bridgeport, CA 93517. Board Members may participate from a teleconference location. Note: Members of the public may attend the open-session portion of the meeting from a teleconference location, and may address the board during any one of the opportunities provided on the agenda under Opportunity for the Public to Address the Board.

NOTE: In compliance with the Americans with Disabilities Act if you need special assistance to participate in this meeting, please contact the Clerk of the Board at (760) 932-5534. Notification 48 hours prior to the meeting will enable the County to make reasonable arrangements to ensure accessibility to this meeting (See 42 USCS 12132, 28CFR 35.130).

Full agenda packets are available for the public to review in the Office of the Clerk of the Board (Annex I - 74 North School Street, Bridgeport, CA 93517). Any writing distributed less than 72 hours prior to the meeting will be available for public inspection in the Office of the Clerk of the Board (Annex I - 74 North School Street, Bridgeport, CA 93517). **ON THE WEB:** You can view the upcoming agenda at <http://monocounty.ca.gov>. If you would like to receive an automatic copy of this agenda by email, please subscribe to the Board of Supervisors Agendas on our website at <http://monocounty.ca.gov/bos>.

UNLESS OTHERWISE SPECIFIED BY TIME, ITEMS SCHEDULED FOR EITHER THE MORNING OR AFTERNOON SESSIONS WILL BE HEARD ACCORDING TO AVAILABLE TIME AND PRESENCE OF INTERESTED PERSONS. PUBLIC MAY COMMENT ON AGENDA ITEMS AT THE TIME THE ITEM IS HEARD.

9:00 AM Call meeting to Order

Pledge of Allegiance

1. **OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD**

on items of public interest that are within the subject matter jurisdiction of the Board. (Speakers may be limited in speaking time dependent upon the press of business and number of persons wishing to address the Board.)

2. APPROVAL OF MINUTES - NONE

3. RECOGNITIONS

A. Recognition of Excellence, CalFresh Program

Departments: Social Services

15 minutes (10 minute presentation; 5 minute discussion)

(Kim McCoy Wade, Chief, CalFresh Branch, California Department of Social Services; Kathy Peterson, Mono County Social Services) - Kim McCoy Wade, Chief, CalFresh Branch, California Department of Social Services, will recognize the County of Mono for excellent performance on the CalFresh 30-day application processing timeliness rate for federal fiscal year 2015. The Mono County rate for this period is 99%.

Recommended Action: Hear brief presentation and receive commemorative plaque.

Fiscal Impact: None.

4. BOARD MEMBER REPORTS

The Board may, if time permits, take Board Reports at any time during the meeting and not at a specific time.

5. COUNTY ADMINISTRATIVE OFFICE

CAO Report regarding Board Assignments

Receive brief oral report by County Administrative Officer (CAO) regarding work activities.

6. DEPARTMENT/COMMISSION REPORTS

7. CONSENT AGENDA

(All matters on the consent agenda are to be approved on one motion unless a board member requests separate action on a specific item.)

A. HIV/AIDS Surveillance Agreement # 16-10785 FY 2016-19

Departments: Health Department

Proposed contract with California Department of Public Health (CDPH), Office of AIDS (OA) pertaining to HIV/AIDS Surveillance Agreement # 16-10785.

Recommended Action: Approve County entry into the HIV/AIDS Surveillance Agreement # 16-10785 and authorize the Chair of the Board of Supervisors to execute said contract on behalf of the County. Additionally, provide authorization for the Public Health Director to sign contract amendments that may occur during the 3-year contract period from FY 2016-19, provided they are approved as to form by County Counsel.

Fiscal Impact: There is zero fiscal impact to the County General Fund. Mono County Health Department will receive \$9000.00 for contract services rendered during this 3 year period.

B. Mental Health Services Act Three Year Plan Adoption

Departments: Behavioral Health

Board approval of Mental Health Services Act three-year plan, 2014-2017. The Mental Health Services Act three-year plan is established to help guide the use of MHSA funding for the county Mental Health Program.

Recommended Action: Approve Mental Health Services Act three-year plan for 2014-2017. Provide any desired direction to staff.

Fiscal Impact: There is no fiscal impact to the Mono County General Fund. Distribution percentages are based on annual tax returns, with a lag time of up to two years before the county receives the funding.

C. Appointment of Bridgeport Valley Regional Planning Advisory Committee (RPAC) Members

Departments: CDD

Recommendation by Supervisor Peters regarding Bridgeport Valley RPAC member appointments.

Recommended Action: Appoint Justin Nalder, Barry Beck, Steve Noble, Benny Romero, John Migliore, and Gene Kinum to the Bridgeport Valley RPAC for four-year terms expiring January 31, 2021, as recommended by Supervisor Peters. Provide any desired direction to staff.

Fiscal Impact: No fiscal impacts are expected.

D. County Medical Services Program (CMSP) County Wellness and Prevention Pilot Project Grant Agreement

Departments: Public Health

Proposed contract with the County Medical Services Program (CMSP) pertaining to the contract for the CMSP County Wellness and Prevention Pilot Project Grant Agreement. This non-competitive opportunity was available to all CMSP counties to improve access to care for CMSP members or potential members, promote wellness in that population, and/or improve the effectiveness of local service delivery systems that serve that population.

Recommended Action: Approve County entry into proposed contract and authorize Lynda Salcido, Public Health Director, to execute said contract on behalf of the County. Provide any desired direction to staff.

Fiscal Impact: Total Amount to be Paid under Agreement: \$147,000. This amount to be paid in three yearly installments over the course of the grant period,

March 1, 2017 through June 30, 2020.

8. CORRESPONDENCE RECEIVED

All items listed are located in the Office of the Clerk of the Board, and are available for review. Direction may be given to staff regarding, and/or the Board may discuss, any item of correspondence listed on the agenda.

A. March 2017 Agricultural Commissioner's Update

Departments: Clerk of the Board

Department Update from the Inyo/Mono Agricultural Commissioner, Nathan Reade, for March 2017.

9. REGULAR AGENDA - MORNING

A. Review and Approval of Amended Conflict of Interest Codes and Request for Extension of Time

Departments: County Counsel

10 minutes (5 minute presentation; 5 minute discussion)

(Anne Larsen) - Proposed resolution approving amended conflict of interest codes submitted by the Birchim Community Services District, Local Transportation Commission and the Bridgeport Public Utilities District and proposed resolution extending the deadline for the Board's approval of additional amended conflict of interest codes.

Recommended Action: Adopt proposed resolution approving amended conflict of interest codes. Adopt proposed resolution extending deadline for Board's approval of additional amended conflict of interest codes. Provide any desired direction to staff.

Fiscal Impact: None.

B. Cadastral Mapper/Transfer Analyst Allocation

Departments: Assessor

10 minutes (5 minute presentation; 5 minute discussion)

(Barry Beck) - Proposed resolution #17-____, A Resolution of the Mono County Board of Supervisors authorizing the County Administrative Officer to amend the County of Mono list of allocated positions to include a Cadastral Mapper/Transfer Analyst in the Mono County Assessor's Office. The Assessor's Office agrees to leave an allocated Auditor-Appraiser position unfilled until the next fiscal year. Salary ranges as follows: Auditor-Appraiser II (\$5,130 - \$6,641 per month) and Cadastral Mapper/Transfer Analyst (\$4,108 - \$5,318 per month).

Recommended Action: Adopt proposed resolution #R17-__, Authorizing the County Administrative Officer to Amend the Count of Mono List of Allocated

Positions to Add One Cadastral Mapper/Transfer Analyst in the Department of Assessor. Provide any desired direction to staff.

Fiscal Impact: An annual salary increase to the General Fund of \$95,162 (The Assessor's Office agreed to deduct the salary savings for the unfilled Auditor-Appraiser for the first 6 months of the current fiscal year, so the salary savings for this fiscal year will be \$4,310 with 3 months remaining). For the duration that the Auditor-Appraiser position is vacant, the annual impact to the General Fund will be a savings of \$17,420.

C. General Plan Amendment

Departments: Community Development

1 hour (10 minute presentation; 50 minute discussion)

(Nick Criss; Wendy Sugimura) -

Proposed resolution 17-___ approving an addendum to the 2015 EIR and approving General Plan Amendment 17-01 Part B, revisions to Chapter 25 pertaining to transient rental overlay districts. The 2015 General Plan Final Environmental Impact Report is too large to attach and can be accessed at the following link:

http://monocounty.ca.gov/planning/page/general-plan-eir?_ga=1.259231305.29659018.1488572671

Recommended Action: General Plan Amendment 16-00020(b): Revise General Plan Land Use Element Chapter 25 pertaining to transient rentals. Highlights of the recommended changes include: establish a process to permit transient rentals in residential areas if specific proposals are compatible with applicable area plans, extend noticing requirements for public hearings to 30 days, define Type I rentals as owner-occupied properties and set Use Permit Process for approval, define Type II rentals as vacant properties with off-site management and set a General Plan Amendment process for approval, required Vacation Home Rental Permits (Ch. 26) for both Type I and Type II rentals, eliminate solicitation of multi-parcel applications or setup of districts, focus on standard for approval as lack of reasonable opposition by neighbors directly affected rather than neighborhood support, and clarify "neighbor." Adopt proposed resolution. Provide any desired direction to staff.

Fiscal Impact: None.

D. Temporary Moratorium on Transient Rental Overlay Districts

Departments: Community Development; County Counsel

15 minutes (5 minute presentation; 10 minute discussion)

(Nick Criss) - Proposed Interim Ordinance of the Mono County Board of Supervisors Temporarily Suspending the Establishment of Transient Rental Overlay Districts in Mono County.

Recommended Action: Consider and potentially adopt proposed ordinance as an urgency measure (4/5 vote required). Provide any other desired direction to staff.

Fiscal Impact: None

E. Report on NACo Legislative Conference

Departments: Board of Supervisors

15 minutes (10 minute presentation; 5 minute discussion)

(Supervisor Corless and Supervisor Gardner) - Supervisors Corless and Gardner will give a report regarding their participation in the National Association of Counties Legislative Conference in Washington DC

Recommended Action: Presentation by Supervisors Corless and Gardner followed by discussion.

Fiscal Impact: None

F. South County Facility Analysis

Departments: CAO, Public Works

30 minutes (15 minute presentation; 15 minute discussion)

(Tony Dublino) - Update on the progress of lease negotiations with Sierra Center Mall owners, progress on the McFlex option and identification of other alternatives for South County space.

Recommended Action: Receive update and provide any desired direction to staff.

Fiscal Impact: None at this time.

10. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

on items of public interest that are within the subject matter jurisdiction of the Board. (Speakers may be limited in speaking time dependent upon the press of business and number of persons wishing to address the Board.)

11. CLOSED SESSION

A. Closed Session--Human Resources

CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section 54957.6. Agency designated representative(s): Stacey Simon, Leslie Chapman, Dave Butters, Janet Dutcher, and Anne Larsen. Employee Organization(s): Mono County Sheriff's Officers Association (aka Deputy Sheriff's Association), Local 39--majority representative of Mono County Public Employees (MCPE) and Deputy Probation Officers Unit (DPOU), Mono County Paramedic Rescue Association (PARA), Mono County Public Safety Officers Association (PSO), and Mono County Sheriff Department's Management Association (SO Mgmt). Unrepresented employees: All.

B. Closed Session: Workers Compensation

CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION. Subdivision (a) of Government Code section 54956.9. Name of case: Worker's compensation claim of Richard Hahn.

THE AFTERNOON SESSION WILL RECONVENE NO EARLIER THAN 1:00 P.M. IF NECESSARY

12. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

on items of public interest that are within the subject matter jurisdiction of the Board. (Speakers may be limited in speaking time dependent upon the press of business and number of persons wishing to address the Board.)

ADJOURN



**OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS**

REGULAR AGENDA REQUEST

Print

MEETING DATE March 14, 2017

Departments: Social Services

TIME REQUIRED	15 minutes (10 minute presentation; 5 minute discussion)	PERSONS APPEARING BEFORE THE BOARD	Kim McCoy Wade, Chief, CalFresh Branch, California Department of Social Services; Kathy Peterson, Mono County Social Services
SUBJECT	Recognition of Excellence, CalFresh Program		

AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

Kim McCoy Wade, Chief, CalFresh Branch, California Department of Social Services, will recognize the County of Mono for excellent performance on the CalFresh 30-day application processing timeliness rate for federal fiscal year 2015. The Mono County rate for this period is 99%.

RECOMMENDED ACTION:

Hear brief presentation and receive commemorative plaque.

FISCAL IMPACT:

None.

CONTACT NAME: Kathryn Peterson

PHONE/EMAIL: 7609376518 / kpeterson@mono.ca.gov

SUBMIT THE ORIGINAL DOCUMENT WITH
ATTACHMENTS TO THE OFFICE OF
THE COUNTY ADMINISTRATOR
PRIOR TO 5:00 P.M. ON THE FRIDAY
32 DAYS PRECEDING THE BOARD MEETING

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

<p>Click to download</p> <p>No Attachments Available</p>
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History

Time

Who

Approval

3/9/2017 11:58 AM	County Administrative Office	Yes
3/8/2017 4:01 PM	County Counsel	Yes
3/8/2017 3:42 PM	Finance	Yes



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE March 14, 2017

Departments: Health Department

TIME REQUIRED

SUBJECT HIV/AIDS Surveillance Agreement #
16-10785 FY 2016-19

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

Proposed contract with California Department of Public Health (CDPH), Office of AIDS (OA) pertaining to HIV/AIDS Surveillance Agreement # 16-10785.

RECOMMENDED ACTION:

Approve County entry into the HIV/AIDS Surveillance Agreement # 16-10785 and authorize the Chair of the Board of Supervisors to execute said contract on behalf of the County. Additionally, provide authorization for the Public Health Director to sign contract amendments that may occur during the 3-year contract period from FY 2016-19, provided they are approved as to form by County Counsel.

FISCAL IMPACT:

There is zero fiscal impact to the County General Fund. Mono County Health Department will receive \$9000.00 for contract services rendered during this 3 year period.

CONTACT NAME: Bryan Wheeler

PHONE/EMAIL: (760)924-1835 / bwheeler@mono.ca.gov

SUBMIT THE ORIGINAL DOCUMENT WITH
ATTACHMENTS TO THE OFFICE OF
THE COUNTY ADMINISTRATOR
PRIOR TO 5:00 P.M. ON THE FRIDAY
32 DAYS PRECEDING THE BOARD MEETING

SEND COPIES TO:

Kim Bunn
Bryan Wheeler
Sandra Pearce
Lynda Salcido

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

[Click to download](#)

[BOS Staff Report](#)

[CDPH OA Agreement 16-10785](#)

History

Time	Who	Approval
3/7/2017 11:52 AM	County Administrative Office	Yes
3/6/2017 1:35 PM	County Counsel	Yes
3/7/2017 1:35 PM	Finance	Yes

COUNTY of MONO

HEALTH DEPARTMENT
P.O. BOX 3329
MAMMOTH LAKES, CA 93546

Public Health (760) 924-1830 Fax (760) 924-1831
Environmental Health (760) 924-1800 Fax (760) 924 1801



DATE: February 17, 2017
TO: Honorable Board of Supervisors
FROM: Bryan Wheeler, HIV/AIDS Surveillance Coordinator
SUBJECT: **HIV/AIDS Surveillance Agreement # 16-10785
July 1, 2016-June 30, 2019**

Recommendation: That the Board of Supervisors approve and authorize the Chair's signature on the following documents for the 3-year contract period of July 1, 2016-June 30, 2019 for the HIV/AIDS Surveillance Program.

- 4 copies of the Standard Agreement Form 213A
- 1 copy of the CCC-307 Contractor Certification
- 1 copy of the Darfur Contracting Act Certification

Additionally, to provide authorization for the Public Health Director to sign contract amendments that may occur during the 3-year contract period.

Discussion: For more than a decade, the Health Department has contracted with the California Department of Public Health (CDPH), Office of AIDS (OA) for the provision of the HIV/AIDS Surveillance Program. The goals of this program are to establish and enhance active and passive HIV/AIDS case surveillance in health and social service settings, including laboratories and confidential test sites; improve the timeliness, accuracy, and reliability of the local HIV/AIDS case data; investigate reported HIV/AIDS cases in order to establish an accurate mode of HIV transmission; and assist with investigations of public health importance.

Fiscal Impact/Budget Projections: This agreement will provide \$9,000 to the Health Department for the provision of HIV/AIDS Surveillance from July 1, 2016-June 30, 2019.

For questions regarding this item, please call Bryan Wheeler at (760) 924-1835.

Submitted by: Bryan Wheeler, HIV/AIDS Surveillance Coordinator
Reviewed by: Lynda Salcido, Public Health Director
Sandra Pearce, Director of Public Health Nursing

REGISTRATION NUMBER	AGREEMENT NUMBER 16-10785
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1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME (Also referred to as CDPH or the State)

California Department of Public Health

CONTRACTOR'S NAME (Also referred to as Contractor)

County of Mono

2. The term of this Agreement is: 07/01/16 through 06/30/19



3. The maximum amount of this Agreement is: \$ 9,000
 Nine Thousand Dollars

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

Exhibit A – Scope of Work	7 pages
Exhibit B – Budget Detail and Payment Provisions	3 pages
Exhibit B, Attachment I – Budget	1 page
Exhibit C * – General Terms and Conditions	<u>GTC 610</u>
Exhibit D – Special Terms and Conditions	16 pages
Exhibit E – Additional Provisions	2 pages
Exhibit F – Information Privacy and Security Requirements	11 pages
Exhibit G – CA. Enhanced HIV/AIDS Case Reporting System Data Use & Disclosure Agmt.	18 pages
Exhibit H – HIV/AIDS Confidentiality Agreement	1 page
Exhibit I – Contractor's Release	1 page

Items shown above with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at <http://www.ols.dgs.ca.gov/Standard+Language>.

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

CONTRACTOR		California Department of General Services Use Only
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) County of Mono		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS P.O. Box 3329 Mammoth Lakes, CA 93546		
STATE OF CALIFORNIA		
AGENCY NAME California Department of Public Health		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Yolanda Murillo, Chief, Contracts Management Unit		
ADDRESS 1616 Capitol Avenue, Suite 74.317, MS 1802, PO Box 997377 Sacramento, CA 95899-7377		

Exempt per: OA Budget Act 2016

CCC-307

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i> COUNTY OF MONO		<i>Federal ID Number</i> 94-6005661
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i> MONO	

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:** Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the person's or organization's policy of maintaining a drug-free workplace;
 - 3) any available counseling, rehabilitation and employee assistance programs; and,
 - 4) penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed Agreement will:
 - 1) receive a copy of the company's drug-free workplace policy statement; and,
 - 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the

certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations,

or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

Darfur Contracting Act

Pursuant to Public Contract Code (PCC) sections 10475-10481, the Darfur Contracting Act's intent is to preclude State agencies from contracting with scrutinized companies that do business in the African nation of Sudan. A scrutinized company is a company doing specified types of business in Sudan as defined in PCC section 10476. Scrutinized companies are ineligible to, and cannot, contract with a State agency for goods or services (PCC section 10477(a)) unless obtaining permission from the Department of General Services according to the criteria set forth in PCC section 10477(b).

Therefore, to be eligible to contract with the California Department of Public Health, please initial **one of the following** three paragraphs and complete the certification below:

1. We do not currently have, or we have not had within the previous
Initials three years, business activities or other operations outside of the United States.

OR

2. We are a scrutinized company as defined in Public Contract Code
Initials section 10476, but we have received written permission from the Department of General Services (DGS) to submit a bid or proposal pursuant to Public Contract Code section 10477(b) or submit a contract/purchase order. A copy of the written permission from DGS is included with our bid, proposal or contract/purchase order.

OR

3. We currently have, or we have had within the previous three years,
Initials business activities or other operations outside of the United States, but we certify below that we are not a scrutinized company as defined in Public Contract Code section 10476.

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind this company to the clause listed above. This certification is made under the laws of the State of California.

<i>Company Name (Printed)</i> COUNTY OF MONO	<i>Federal ID Number</i> 94-6005661
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	
<i>Date Executed</i>	<i>Executed in the County and State of</i> MONO, CALIFORNIA

Exhibit A
Scope of Work

1. Service Overview

The Contractor agrees to provide to the California Department of Public Health (CDPH) the services described herein.

The Contractor agrees to administer the HIV Surveillance Program (HSP) and to insure the implementation of Human Immunodeficiency Virus (HIV) surveillance activities as described in this Scope of Work (SOW). The Contractor will plan, develop, and implement all aspects of HIV surveillance in the Service Location.

The Legislature authorized in the Health & Safety Code (HSC) Section 131019 the CDPH, Office of AIDS (OA) as the lead agency within the State responsible for coordinating state programs, services and activities related to HIV and Acquired Immune Deficiency Syndrome (AIDS). HSC 131085 (a) and (b) authorize the CDPH to enter into contracts to perform public health activities.

2. Service Location

The services shall be performed at applicable facilities in the County of Mono.

3. Service Hours

The services shall be provided during regular business hours, Monday through Friday, except official holidays.

4. Project Representatives

A. The project representatives during the term of this agreement will be:

California Department of Public Health Kimberly Ferreira, Assistant Chief Telephone: (916) 449-5262 Fax: (916) 449-5858 E-mail: kimberly.ferreira@cdph.ca.gov	County of Mono Bryan Wheeler, Surveillance Coordinator Telephone: (760) 924-1835 Fax: (760) 924-1831 E-mail: bwheeler.mono.ca.gov
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B. Direct all inquiries to:

California Department of Public Health Surveillance Research & Evaluation Branch Kimberly Ferreira, Assistant Chief 1616 Capitol Avenue, Suite 616, MS 7700 Sacramento, CA, 95899-7426 Telephone: (916) 449-5262 Fax: (916) 449-5858 E-mail: kimberly.ferreira@cdph.ca.gov	County of Mono Bryan Wheeler, Surveillance Coordinator P.O. Box 3329 Mammoth Lakes, CA 93546 Telephone: (760) 924-1835 Fax: (760) 924-1831 E-mail: bwheeler.mono.ca.gov
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C. Either party may make changes to the information above by giving written notice to the other party. Said changes shall not require an amendment to this agreement.

Exhibit A
Scope of Work

5. Services to be Performed

Services performed shall be consistent with the OA Guide to HIV Surveillance (<https://www.cdph.ca.gov/programs/aids/Pages/SurvProcedures.aspx>), a comprehensive guide that also includes the standard operating procedures (SOPs), and be performed in support of the goals of California's Integrated HIV Surveillance, Prevention, and Care Plan and the National HIV/AIDS Strategy (NHAS).

Contractor shall perform the activities outlined below:

A. Maintain Infrastructure for HIV Surveillance

The goal under this agreement regarding maintaining infrastructure for HIV surveillance is to establish and maintain HIV case surveillance in health, medical, public health, and social service settings, including laboratories and HIV testing sites such that HIV case reporting to the local health department occurs in a timely and complete fashion.

- 1) Contractor shall identify all sites responsible for HIV case reporting under California Health and Safety Code section 120130 and 121022, Title 17, California Code of Regulations (CCR) § 2641 and Title 17 CCR § 2643 in the jurisdiction, including, but not limited to, medical offices, clinics, hospitals, testing sites, community-based organizations, correctional health care settings, and clinical laboratories.
- 2) Contractor shall evaluate HIV case reporting procedures at HIV reporting sites (see Guide for HIV Surveillance for specific criteria) to insure all case information is reported per California Health and Safety Code section 120130 and 121022, Title 17 CCR § 2641 and Title -17 CCR § 2643, and OA Guide to HIV Surveillance. Provide education and technical assistance to sites as needed to improve site-specific processes for HIV reporting.
- 3) Contractor shall identify, obtain, and maintain access to all data sources within the jurisdiction containing information relevant to HIV case surveillance including, but not limited to: clinic and hospital medical records, vital records, sexually transmitted disease (STD) surveillance data, Ryan White program data, tuberculosis (TB) surveillance data, and HIV and STD partner services data. These data sources may include California Reportable Disease Information Exchange (CalREDIE), AIDS Regional Information and Evaluation System (ARIES), and Local Evaluation Online (LEO).

B. Collect and Submit Accurate, Complete, and Timely HIV Surveillance Data to OA

The goal under this agreement regarding collecting accurate and complete HIV surveillance data is to collect HIV surveillance data that meets all data requirements set forth by the OA and the Centers for Disease Control and Prevention (CDC), and submit data to OA as per the OA Guide to HIV Surveillance.

- 1) Contractor shall identify all new HIV and new HIV stage 3 AIDS cases (including previously reported HIV cases that have transitioned to HIV stage 3 AIDS) reported in the jurisdiction through routine monitoring of laboratory and provider reports, and electronic laboratory data.

Exhibit A
Scope of Work

- 2) Contractor shall determine whether newly identified HIV and HIV Stage 3 AIDS cases are new cases by conducting 'case checks' on all potentially new cases against local and state HIV surveillance data.
- 3) Contractor shall assign a unique identifier ("STATENO") to each newly identified HIV case using the list of STATENOs provided by OA.
- 4) Contractor shall complete an Adult or Pediatric Case Report Form for 100 percent of newly reported HIV cases and 100 percent of new HIV Stage 3 AIDS cases identified in the jurisdiction and submit those case report forms to the OA within 45 days of the Contractor receiving notification of a new case [as per HSC Section 121023 and California Code of Regulations, Title 17 § 2643.15].
- 5) Contractor shall collect all required data elements on 100 percent of Adult and Pediatric Case Report Forms using all available data sources to the extent permitted by law including, but not limited to, data from medical providers, HIV test sites, laboratories, HIV prevention programs, Ryan White funded programs, STD surveillance programs, and STD and HIV partner services programs. Required data elements are stated in OA Guide to HIV Surveillance and include, but are not limited to, demographic information, contact information, risk behavior, clinical information, and testing and treatment history. OA shall provide an annual report to the contractor on the completeness of required data elements in order to facilitate identification of data and program gaps.
- 6) Contractor shall enter 100 percent of non-electronic laboratory results received into the Lab Data Entry Tool (LDET) or equivalent system, and submit the lab results to the OA within 90 days of specimen collection date. OA shall provide a quarterly report to the Contractor summarizing performance on this item.
- 7) Contractor shall import 100 percent of electronic laboratory record (ELR) data files received from OA into LDET or equivalent system within 5 business days of receipt.
- 8) Contractor shall review and investigate cases and data quality issues identified on monthly OA quality assurance/quality control reports. Contractor shall make appropriate data corrections or updates through processes specified in the Guide to HIV Surveillance within 90 days of receipt of the reports.
- 9) Contractor shall collaborate with OA and CDC staff to conduct investigations of Cases of Public Health Importance (COPHI) [cases with unusual or highly concerning clinical or exposure characteristics, including but not limited to workplace exposure, etc.]. COPHI case investigations shall be completed within 3 months of the Contractor receiving notification of the case from OA.
- 10) Contractor shall submit an export of lab data from LDET to OA at least twice per month.
- 11) Contractor shall proactively identify technical assistance and training needs regarding HIV surveillance and inform the OA of those needs. Contractor shall collaborate with OA to receive technical assistance and training as determined by OA.

Exhibit A
Scope of Work

C. Maintain Data Security and Confidentiality

The goal under this agreement regarding data security and confidentiality is to protect patient privacy and confidentiality by ensuring that protected health information is stored and disclosed only in a manner consistent with California and federal laws and regulations, and OA policies and procedures.

- 1) Contractor shall maintain a secure HIV surveillance work area where all electronic and paper HIV surveillance data are stored. Access to the work area shall be restricted to local health department staff that (a) are authorized by the Local HIV Surveillance Coordinator to access HIV-related data, (b) have completed annual HIV surveillance data security and confidentiality training, and (c) annually signed the "HIV/AIDS Confidentiality Agreement" form (Exhibit H).
- 2) Contractor shall provide a copy of all signed Exhibit H forms to OA at the time of hire and annually by April 30th of each year.
- 3) Contractor shall maintain an updated list of all persons with access to the HIV surveillance work area. The list shall include the most recent date the annual training was completed and the date the most recent CDPH 8689 form was signed. The list shall be made available to OA on request.
- 4) Contractor shall facilitate local health department disease investigation and HIV/STD prevention and care staff access to HIV surveillance data by proactively identifying which staff should complete the required training and sign the confidentiality agreement. These individuals shall be included on the list specified in section C.3.
- 5) Contractor shall maintain information technology (IT) security for IT systems containing HIV surveillance data in a manner consistent with the Guide to HIV Surveillance.
- 6) Contractor shall annually complete, by April 30th of each year, the Periodic Checklist for HIV Data Security and Confidentiality from the OA Guide to HIV Surveillance. The Periodic Checklist shall be submitted to OA upon completion.
- 7) Contractor shall submit a report on any deficiencies identified on the Periodic Checklist within 30 days of receiving notice from OA of the deficiency. The report shall contain items out of compliance, describe the action steps for remediating the deficiency, and a timeline for those action steps to be completed. Contractor shall consult with OA to identify and implement action steps.
- 8) Contractor shall insure all local HIV surveillance staff adhere to all components of the data security and confidentiality guidance in the OA Guide to HIV Surveillance and trainings. This includes, but is not limited to, locking up all paper or electronic materials when not in use, shredding documents for disposal using an approved cross-cut shredder, adhering to the locally-approved document retention schedule, submitting paper and electronic records to OA in an approved and secure manner, and verifying the identity and authority of a caller to receive information that is being shared over the phone.

Exhibit A
Scope of Work

- 9) Contractor shall not release HIV surveillance data to unauthorized persons that could lead to the identification of an individual diagnosed with HIV. This includes using appropriate methods for suppressing small cell sizes in published reports and tables; for an example, see the CDPH/OA Internal Guidelines for Working with Small Cell Sizes (<https://www.cdph.ca.gov/programs/aids/Documents/SmallCellGuidance.pdf>).
- 10) Contractor shall not release HIV surveillance data of any type directly to the CDC, unless specifically directed to do so by OA.

D. Program Management and Coordination

The goal under this agreement regarding program management and coordination is to conduct HIV surveillance activities in a manner consistent with administrative, fiscal, budgetary, and program guidance from CDPH, OA, and CDC.

- 1) Contractor shall designate a Local HIV Surveillance Coordinator for the jurisdiction that is responsible for: 1) overseeing and implementing this contract and meeting the objectives in this SOW; 2) receiving and responding to communications with OA; 3) informing other local HIV surveillance staff and local health department leadership of program changes and communications from OA; 4) ensuring that contract monitoring and invoice submission occurs; 5) completing and submitting required reports; 6) attending OA-required conferences and trainings, including monthly all-county calls; and 7) maintaining local data security and confidentiality.
- 2) Contractor shall communicate the name and contact information of the Local HIV Surveillance Coordinator to OA on an annual basis at the start of the contract year and within 10 business days of any change in the name or contact information for the Local HIV Surveillance Coordinator.
- 3) Contractor shall submit invoices related to HIV surveillance activities outlined in this SOW to OA on a quarterly basis.
- 4) The Local HIV Surveillance Coordinator, or their designee, will participate in all OA-convened HIV surveillance meetings and conference calls, including, but not limited to, monthly all-county calls and OA-led training sessions.

E. Collaborate With Partners to Respond to the HIV Epidemic

The goal of this agreement regarding collaborating with partners is to facilitate sharing data and resources to support progress toward meeting California's Integrated Plan goals and objectives.

- 1) Contractor shall provide local health department HIV prevention and disease investigation staff with all available information, including but not limited to patient name, contact information, diagnosing provider, regarding persons newly diagnosed with HIV within 5 business days of the Contractor receiving notification of the case in order to facilitate linkage to care and partner services for persons newly diagnosed with HIV. Contractor shall provide additional necessary information to local health department HIV prevention and care programs as it becomes available.

Exhibit A
Scope of Work

- 2) Contractor shall provide local health department HIV prevention and disease investigation staff with all available information including but not limited to patient name, contact information, diagnosing provider, regarding cases of acute HIV infection within 1 business day of the Contractor receiving notification of the case. Contractor shall provide additional necessary information to local health department HIV prevention and care programs as it becomes available.
- 3) Contractor shall share locally generated, or OA generated lists of HIV cases that are out of care with local health department HIV prevention and care programs on a monthly basis at a minimum to insure that local health department HIV prevention and care staff are able to follow-up on these cases and reconnect patients to care.
- 4) Contractor shall obtain updated case contact, risk behavior, provider, or clinical information from local health department HIV prevention and care program investigations of persons who are out of care and update HIV surveillance data with this information using the method specified by OA in the Guide to HIV Surveillance.
- 5) Contractors are encouraged to analyze HIV surveillance data, including data shared under Data Use Agreements, to support local program planning, implementation, and monitoring.
- 6) Contractors shall support the California Medical Monitoring Project (MMP) by sharing HIV surveillance data with OA MMP staff upon request, and facilitating communications between OA MMP staff, and local medical providers and correctional facilities.

F. Optional Activity: Receive HIV Surveillance Data from the OA

The goal of this optional activity is to permit OA to provide detailed data files containing identifiable information on people living with HIV (PLWH) in the Contractor's jurisdiction generated from the statewide HIV surveillance system.

- 1) Because these data files are provided by OA, and can include data collected by other local health jurisdictions, Contractors electing to receive these data files shall commit to meeting the requirements in the "CALIFORNIA ENHANCED HIV/AIDS CASE REPORTING SYSTEM DATA USE AND DISCLOSURE AGREEMENT" (see Exhibit G).
- 2) Contractors who to sign and submit the Agreement shall receive data files in a secure method specified by the Guide to HIV Surveillance.

6. Scope of Work Changes

Pursuant to Health and Safety Code Section 38077 (b)(2), changes and revisions to the Scope of Work contained in the agreement, utilizing the "**allowable cost payment system**", may be proposed by the Contractor in writing. All requested changes and revisions are subject to the approval of the State. Failure to notify the State of proposed revisions to the Scope of Work may result in an audit finding.

- 1) The State will respond, in writing, as to the approval or disapproval of all such requests for changes or revisions to the Scope of Work within 30 calendar days of the date the request is received in the program. Should the State fail to respond to the Contractor's request within 30 calendar days of receipt, the Contractor's request shall be deemed approved.

Exhibit A
Scope of Work

- 2) The State may also request changes and revisions to the Scope of Work. The State will make a good-faith effort to provide the Contractor 30 calendar days advance written notice of said changes or revisions.

No changes to the Scope of Work agreed to pursuant to this provision shall take effect until the cooperative agreements are amended and the amendment is approved as required by law and this agreement.

Exhibit B
Budget Detail and Payment Provisions

1. Invoicing and Payment

- A. In no event shall the Contractor request reimbursement from the State for obligations entered into or for costs incurred prior to the commencement date or after the expiration of this Agreement.
- B. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the Budget Line Items amounts specified in Attachment I, of this Exhibit.
- C. Invoices shall include the Agreement Number and shall be submitted not more frequently than monthly in arrears. Each invoice for the quarter shall be submitted for payment no more than thirty (30) calendar days following the close of each quarter, unless an alternate deadline is agreed to in writing by the program contract manager. Direct all inquiries to:

Invoice Desk
California Department of Public Health
Office of AIDS
MS 7700
1616 Capitol Avenue, Suite 616
Sacramento, CA 95899--7426

- D. Invoices shall:
 - 1) Submit on Contractor letterhead and signed by an authorized representative, certifying that the expenditures claimed represent actual expenses for the service performed under this contract.
 - 2) Identify contract agreement number.
 - 3) Identify the billing and/or performance period covered by the invoice.
 - 4) Itemize costs for the billing period in the same or greater level of detail as indicated in this agreement. Subject to the terms of this agreement, reimbursement may only be sought for those costs and/or cost categories expressly identified as allowable in this agreement and approved by CDPH.

E. Amounts Payable

The amounts payable under this agreement shall not exceed:

- 1) \$3,000 for the budget period of 07/01/16 through 06/30/17.
- 2) \$3,000 for the budget period of 07/01/17 through 06/30/18.
- 3) \$3,000 for the budget period of 07/01/18 through 06/30/19.

2. Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

Exhibit B
Budget Detail and Payment Provisions

- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

4. Timely Submission of Final Invoice

- A. A final undisputed invoice shall be submitted for payment no more than *sixty (60)* calendar days following the expiration or termination date of this agreement, unless a later or alternate deadline is agreed to in writing by the program contract manager. Said invoice should be clearly marked "Final Invoice", indicating that all payment obligations of the State under this agreement have ceased and that no further payments are due or outstanding. The State may, at its discretion, choose not to honor any delinquent final invoice if the Contractor fails to obtain prior written State approval of an alternate final invoice submission deadline.
- B. The Contractor is hereby advised of its obligation to submit to the state, with the final invoice, a completed copy of the "**Contractor's Release (Exhibit I)**".

5. Allowable Line Item Shifts

- A. Subject to the prior review and approval of the State, line item shifts of up to fifteen percent (15%) of the annual contract total, not to exceed a maximum of one hundred thousand (\$100,000) annually are allowed, so long as the annual agreement total neither increases nor decreases.
- B. The \$100,000 maximum limit shall be assessed annually and automatically adjusted by the State in accordance with cost-of-living indexes. Said adjustments shall not require a formal agreement amendment. The State shall annually inform the Contractor in writing of the adjusted maximum.
- C. Line item shifts meeting this criteria shall not require a formal agreement amendment.
- D. The Contractor shall adhere to State requirements regarding the process requesting approval to line item shifts.
- E. Line item shifts may be proposed/requested by either the State or the Contractor.

6. Expense Allowability / Fiscal Documentation

- A. Invoices, received from the Contractor and accepted for payment by the State, shall not be deemed evidence of allowable agreement costs.
- B. Contractor shall maintain for review and audit and supply to CDPH upon request, adequate documentation of all expenses claimed pursuant to this agreement to permit a determination of expense allowability.

Exhibit B
Budget Detail and Payment Provisions

- C. If the allowability of an expense cannot be determined by the State because invoice detail, fiscal records, or backup documentation is nonexistent or inadequate according to generally accepted accounting principles or practices, all questionable costs may be disallowed and payment may be withheld by the State. Upon receipt of adequate documentation supporting a disallowed or questionable expense, reimbursement may resume for the amount substantiated and deemed allowable.

7. Recovery of Overpayments

- A. Contractor agrees that claims based upon the terms of this agreement or an audit finding and/or an audit finding that is appealed and upheld, will be recovered by the State by one of the following options:
- 1) Contractor's remittance to the State of the full amount of the audit exception within 30 days following the State's request for repayment;
 - 2) A repayment schedule agreeable between the State and the Contractor.
- B. The State reserves the right to select which option as indicated above in paragraph A will be employed and the Contractor will be notified by the State in writing of the claim procedure to be utilized.
- C. Interest on the unpaid balance of the audit finding or debt will accrue at a rate equal to the monthly average of the rate received on investments in the Pooled Money Investment Fund commencing on the date that an audit or examination finding is mailed to the Contractor, beginning 30 days after Contractor's receipt of the State's demand for repayment.
- D. If the Contractor has filed a valid appeal regarding the report of audit findings, recovery of the overpayments will be deferred until a final administrative decision on the appeal has been reached. If the Contractor loses the final administrative appeal, Contractor shall repay, to the State, the over-claimed or disallowed expenses, plus accrued interest. Interest accrues from the Contractor's first receipt of State's notice requesting reimbursement of questioned audit costs or disallowed expenses.

8. Travel and Per Diem Reimbursement

Any reimbursement for necessary travel and per diem shall, unless otherwise specified in this Agreement, be at the rates currently in effect, as established by the California Department of Human Resources (Cal HR). If the Cal HR rates change during the term of the Agreement, the new rates shall apply upon their effective date and no amendment to this Agreement shall be necessary. No travel outside the state of California shall be reimbursed without prior authorization from the CDPH. Verbal authorization should be confirmed in writing. Written authorization may be in a form including fax or email confirmation.

Exhibit B - Attachment I
Budget Detail
 July 1, 2016 - June 30, 2019

A. Personnel		Annual Salary	Year (1)			Year (2)			Year (3)			Totals
Position Title	SOW Reference	Range	FTE	Avg. Salary	Budget	FTE	Avg. Salary	Budget	FTE	Avg. Salary	Budget	
Surveillance Coordinator	5	\$75,000 - \$91,176	2%	\$75,750	\$1,515	2%	\$75,750	\$1,515	2%	\$75,750	\$1,515	\$4,545
Public Health Fiscal & Administrative Officer	5	\$66,288 - \$80,580	0.3%	\$66,946	\$201	0.3%	\$66,946	\$201	0.3%	\$66,946	\$201	\$603
Total Salaries and Wages					\$1,716		\$1,716			\$1,716		\$5,148
Fringe Benefits*		5		Percentage		Percentage		Percentage				
					65.00%		\$1,115		65.00%		\$1,115	\$3,345
Total Personnel					\$2,831		\$2,831			\$2,831		\$8,493
B. Operating Expenses		SOW Reference			Budget			Budget			Budget	
1. Facilities Cost					\$0			\$0			\$0	\$0
2. General Office Supplies					\$0			\$0			\$0	\$0
3. Equipment Rental & Purchases					\$0			\$0			\$0	\$0
4. Telecommunications		5			\$27			\$27			\$27	\$81
5. Media/Promotion					\$0			\$0			\$0	\$0
6. Travel and Per Diem					\$0			\$0			\$0	\$0
Total Operating Expenses					\$27		\$27			\$27		\$81
C. Capitol Expenditures		SOW Reference			Budget			Budget			Budget	
Total Capitol Expenditures					\$0		\$0			\$0		\$0
D. Other Cost		SOW Reference			Budget			Budget			Budget	
Subcontractor:					\$0			\$0			\$0	\$0
Consultant(s):												
Total Other Costs					\$0		\$0			\$0		\$0
E. Indirect Costs				Percentage	Budget		Percentage	Budget		Percentage	Budget	
Indirect Costs (up to 25% of Total Personnel Cost)		Personnel Costs		5.00%	\$142		5.00%	\$142		5.00%	\$142	\$426
Total Costs					\$3,000		\$3,000			\$3,000		\$9,000

*Fringe Benefit percentage is based on employer contributions that include FICA, medical, worker's compensation, short and long term disability, and retirement rates.

Operating Expenses

1. Facilities -- Rent
2. General Office Supplies -- Pens, Paper, Post-it notes
3. Equipment Rental & Purchases -- Rentals (copy machines, large printers) Purchases (computers, laptops, tablets, cell phones)
4. Telecommunications -- County Electronic Network System, Internet Provider, Cell Phone Provider, Landline Telephone System)
5. Media/Promotions-- Development & Purchasing Materials (brochures, fliers) and Advertising (banners, ads)
6. Travel and Per Diem (Conferences, Trainings, Meetings)

Other Costs (Subcontractors and Consultants)

Subcontractor(s):

**Exhibit D
Special Terms and Conditions
(Rev 6/16)**

(For Cooperative Agreement in accordance with HSC 38070)

The provisions herein apply to this Agreement unless the provisions are removed by reference, the provisions are superseded by an alternate provision appearing elsewhere in this Agreement, or the applicable conditions do not exist.

Index of Special Terms and Conditions

1. Procurement Rules	11. Officials Not to Benefit
2. Equipment Ownership / Inventory / Disposition	12. Prohibited Use of State Funds for Software
3. Subcontract Requirements	13. Contract Uniformity (Fringe Benefit Allowability)
4. Income Restrictions	14. Cancellation
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Exhibit D
Special Terms and Conditions

1. Procurement Rules

(Applicable to all agreements in which equipment, property, commodities and/or supplies are furnished by CDPH or expenses for said items are reimbursed with state or federal funds.)

a. Equipment definitions

Wherever the term equipment /property is used, the following definitions shall apply:

- (1) **Major equipment/property:** A tangible or intangible item having a base unit cost of **\$5,000 or more** with a life expectancy of one (1) year or more and is either furnished by CDPH or the cost is reimbursed through this Agreement. Software and videos are examples of intangible items that meet this definition.
- (2) **Minor equipment/property:** A tangible item having a base unit cost of **less than \$5,000** with a life expectancy of one (1) year or more and is either furnished by CDPH or the cost is reimbursed through this Agreement.

b. Government and public entities (including state colleges/universities and auxiliary organizations), whether acting as a contractor, may secure all commodities, supplies, equipment and services related to such purchases that are required in performance of this Agreement. Said procurements are subject to Paragraphs d through g of this provision. Paragraph c of this provision shall also apply, if equipment purchases are delegated to subcontractors that are nonprofit organizations or commercial businesses.

c. Nonprofit organizations and commercial businesses, whether acting as a contractor and/or subcontractor, may secure commodities, supplies, equipment and services related to such purchases for performance under this Agreement.

- (1) Equipment purchases shall not exceed \$50,000 annually.

To secure equipment above the annual maximum limit of \$50,000, the Contractor shall make arrangements through the appropriate CDPH Program Contract Manager, to have all remaining equipment purchased through CDPH's Purchasing Unit. The cost of equipment purchased by or through CDPH shall be deducted from the funds available in this Agreement. Contractor shall submit to the CDPH Program Contract Manager a list of equipment specifications for those items that the State must procure. The State may pay the vendor directly for such arranged equipment purchases and title to the equipment will remain with CDPH. The equipment will be delivered to the Contractor's address, as stated on the face of the Agreement, unless the Contractor notifies the CDPH Program Contract Manager, in writing, of an alternate delivery address.

- (2) All equipment purchases are subject to paragraphs d through g of this provision. Paragraph b of this provision shall also apply, if equipment purchases are delegated to subcontractors that are either a government or public entity.

- (3) Nonprofit organizations and commercial businesses, shall use a procurement system that meets the following standards:

- (a) Maintain a code or standard of conduct that shall govern the performance of its officers, employees, or agents engaged in awarding procurement contracts. No employee,

Exhibit D
Special Terms and Conditions

officer, or agent shall participate in the selection, award, or administration of a procurement, or bid contract in which, to his or her knowledge, he or she has a financial interest.

- (b) Procurements shall be conducted in a manner that provides, to the maximum extent practical, open, and free competition.
- (c) Procurements shall be conducted in a manner that provides for all of the following:
 - [1] Avoid purchasing unnecessary or duplicate items.
 - [2] Equipment solicitations shall be based upon a clear and accurate description of the technical requirements of the goods to be procured.
 - [3] Take positive steps to utilize small and veteran owned businesses.
- d. Unless waived or otherwise stipulated in writing by CDPH, prior written authorization from the appropriate CDPH Program Contract Manager will be required before the Contractor will be reimbursed for any purchase **exceeding** \$5,000 or more for commodities, supplies, equipment, and services related to such purchases. The Contractor must provide in its request for authorization all particulars necessary, as specified by CDPH, for evaluating the necessity or desirability of incurring such costs. The term "purchase" excludes the purchase of services from a subcontractor and public utility services at rates established for uniform applicability to the general public.
- e. In special circumstances, determined by CDPH (e.g., when CDPH has a need to monitor certain purchases, etc.), CDPH may require prior written authorization and/or the submission of paid vendor receipts for any purchase, regardless of dollar amount. CDPH reserves the right to either deny claims for reimbursement or to request repayment for any Contractor purchase that CDPH determines to be unnecessary in carrying out performance under this Agreement.
- f. The Contractor must maintain a copy or narrative description of the procurement system, guidelines, rules, or regulations that will be used to make purchases under this Agreement. The State reserves the right to request a copy of these documents and to inspect the purchasing practices of the Contractor at any time.
- g. For all purchases, the Contractor must maintain copies of all paid vendor invoices, documents, bids and other information used in vendor selection, for inspection or audit. Justifications supporting the absence of bidding (i.e., sole source purchases) shall also be maintained on file by the Contractor for inspection or audit.

2. Equipment Ownership / Inventory / Disposition

(Applicable to agreements in which equipment and/or property is furnished by CDPH and/or when said items are purchased or reimbursed with state)

- a. Wherever the terms equipment and/or property are used in this provision, the definitions in provision 1, paragraph a., shall apply.

Unless otherwise stipulated in this Agreement, all equipment and/or property that are purchased/reimbursed with agreement funds or furnished by CDPH under the terms of this Agreement shall be considered state equipment and the property of CDPH.

Exhibit D
Special Terms and Conditions

- (1) CDPH requires the reporting, tagging and annual inventorying of all equipment and/or property that is furnished by CDPH or purchased/reimbursed with funds provided through this Agreement.

Upon receipt of equipment and/or property, the Contractor shall report the receipt to the CDPH Program Contract Manager. To report the receipt of said items and to receive property tags, Contractor shall use a form or format designated by CDPH's Asset Management Unit. If the appropriate form (i.e., Contractor Equipment Purchased with CDPH Funds) does not accompany this Agreement, Contractor shall request a copy from the CDPH Program Contract Manager.

- (2) If the Contractor enters into an agreement with a term of more than twelve months, the Contractor shall submit an annual inventory of state equipment and/or property to the CDPH Program Contract Manager using a form or format designated by CDPH's Asset Management Unit. If an inventory report form (i.e., Inventory/Disposition of CDPH-Funded Equipment) does not accompany this Agreement, Contractor shall request a copy from the CDPH Program Contract Manager. Contractor shall:

- (a) Include in the inventory report, equipment and/or property in the Contractor's possession and/or in the possession of a subcontractor (including independent consultants).
- (b) Submit the inventory report to CDPH according to the instructions appearing on the inventory form or issued by the CDPH Program Contract Manager.
- (c) Contact the CDPH Program Contract Manager to learn how to remove, trade-in, sell, transfer or survey off, from the inventory report, expired equipment and/or property that is no longer wanted, usable or has passed its life expectancy. Instructions will be supplied by CDPH's Asset Management Unit.

- b. Title to state equipment and/or property shall not be affected by its incorporation or attachment to any property not owned by the State.
- c. Unless otherwise stipulated, CDPH shall be under no obligation to pay the cost of restoration, or rehabilitation of the Contractor's and/or Subcontractor's facility which may be affected by the removal of any state equipment and/or property.
- d. The Contractor shall maintain and administer a sound business program for ensuring the proper use, maintenance, repair, protection, insurance and preservation of state equipment and/or property.

- (1) In administering this provision, CDPH may require the Contractor to repair or replace, to CDPH's satisfaction, any damaged, lost or stolen state equipment and/or property. Contractor shall immediately file a theft report with the appropriate police agency or the California Highway Patrol and Contractor shall promptly submit one copy of the theft report to the CDPH Program Contract Manager.

- e. Unless otherwise stipulated by the program funding this Agreement, equipment and/or property purchased/reimbursed with agreement funds or furnished by CDPH under the terms of this Agreement, shall only be used for performance of this Agreement or another CDPH agreement.
- f. Within sixty (60) calendar days prior to the termination or end of this Agreement, the Contractor

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shall provide a final inventory report of equipment and/or property to the CDPH Program Contract Manager and shall, at that time, query CDPH as to the requirements, including the manner and method, of returning state equipment and/or property to CDPH. Final disposition of equipment and/or property shall be at CDPH expense and according to CDPH instructions. Equipment and/or property disposition instructions shall be issued by CDPH immediately after receipt of the final inventory report. At the termination or conclusion of this Agreement, CDPH may at its discretion, authorize the continued use of state equipment and/or property for performance of work under a different CDPH agreement.

g. Motor Vehicles

(Applicable only if motor vehicles are purchased/reimbursed with agreement funds or furnished by CDPH under this Agreement.)

- (1) If motor vehicles are purchased/reimbursed or furnished by CDPH under the terms of this Agreement, within thirty (30) calendar days prior to the termination or end of this Agreement, the Contractor shall return such vehicles to CDPH and shall deliver all necessary documents of title or registration to enable the proper transfer of a marketable title to CDPH.
- (2) If motor vehicles are purchased/reimbursed or furnished by CDPH under the terms of this Agreement, **the State of California shall be the legal owner of said motor vehicles and the Contractor shall be the registered owner.** The Contractor shall only use said vehicles for the performance under the terms of this Agreement.
- (3) The Contractor agree that all operators of motor vehicles, purchased/reimbursed or furnished by CDPH under the terms of this Agreement, shall hold a valid State of California driver's license. In the event that ten or more passengers are to be transported in any one vehicle, the operator shall also hold a State of California Class B driver's license.
- (4) If any motor vehicle is purchased/reimbursed or furnished by CDPH under the terms of this Agreement, the Contractor, as applicable, shall provide, maintain, and certify that, at a minimum, the following type and amount of automobile liability insurance is in effect during the term of this Agreement or any extension period during which any vehicle remains in the Contractor's possession:

Automobile Liability Insurance

- (a) The Contractor, by signing this Agreement, hereby certifies that it possesses or will obtain automobile liability insurance in the amount of \$1,000,000 per occurrence for bodily injury and property damage combined. Said insurance must be obtained and made effective upon the delivery date of any motor vehicle, purchased/reimbursed with agreement funds or furnished by CDPH under the terms of this Agreement, to the Contractor.
- (b) The Contractor shall, as soon as practical, furnish a copy of the certificate of insurance to the CDPH Program Contract Manager. The certificate of insurance shall identify the CDPH contract or agreement number for which the insurance applies.
- (c) The Contractor agree that bodily injury and property damage liability insurance, as required herein, shall remain in effect at all times during the term of this Agreement or until such time as the motor vehicle is returned to CDPH.

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- (d) The Contractor agree to provide, at least thirty (30) days prior to the expiration date of said insurance coverage, a copy of a new certificate of insurance evidencing continued coverage, as indicated herein, for not less than the remainder of the term of this Agreement, the term of any extension or continuation thereof, or for a period of not less than one (1) year.
- (e) The Contractor, if not a self-insured government and/or public entity, must provide evidence, that any required certificates of insurance contain the following provisions:
 - [1] The insurer will not cancel the insured's coverage without giving thirty (30) calendar days prior written notice to the State.
 - [2] The State of California, its officers, agents, employees, and servants are included as additional insureds, but only with respect to work performed for the State under this Agreement and any extension or continuation of this Agreement.
 - [3] The insurance carrier shall notify CDPH, in writing, of the Contractor's failure to pay premiums; its cancellation of such policies; or any other substantial change, including, but not limited to, the status, coverage, or scope of the required insurance. Such notices shall contain a reference to each agreement number for which the insurance was obtained.
- (f) The Contractor is hereby advised that copies of certificates of insurance may be subject to review and approval by the Department of General Services (DGS), Office of Risk and Insurance Management. The Contractor shall be notified by CDPH, in writing, if this provision is applicable to this Agreement. If DGS approval of the certificate of insurance is required, the Contractor agrees that no work or services shall be performed prior to obtaining said approval.
- (g) In the event the Contractor fails to keep insurance coverage, as required herein, in effect at all times during vehicle possession, CDPH may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

3. Subcontract Requirements

(Applicable to agreements under which services are to be performed by subcontractors including independent consultants.)

- a. Prior written authorization will be required before the Contractor enters into or is reimbursed for any subcontract for services exceeding \$5,000 for any articles, supplies, equipment, or services. The Contractor shall obtain at least three competitive quotations which should be submitted or adequate justification provided for the absence of bidding.
- b. CDPH reserves the right to approve or disapprove the selection of subcontractors and with advance written notice, require the substitution of subcontractors and require the Contractor to terminate subcontracts entered into in support of this Agreement.
 - (1) Upon receipt of a written notice from CDPH requiring the substitution and/or termination of a subcontract, the Contractor shall take steps to ensure the completion of any work in progress and select a replacement, if applicable, within 30 calendar days, unless a longer period is agreed to by CDPH.

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- c. Actual subcontracts (i.e., written agreement between the Contractor and a subcontractor) exceeding \$5,000 are subject to the prior review and written approval of CDPH.
- d. Contractor shall maintain a copy of each subcontract entered into in support of this Agreement and shall, upon request by CDPH, make copies available for approval, inspection, or audit.
- e. CDPH assumes no responsibility for the payment of subcontractors used in the performance of this Agreement. Contractor accepts sole responsibility for the payment of subcontractors used in the performance of this Agreement.
- f. The Contractor is responsible for all performance requirements under this Agreement even though performance may be carried out through a subcontract.
- g. The Contractor shall ensure that all subcontracts for services include provision(s) requiring compliance with applicable terms and conditions specified in this Agreement and shall be the subcontractor's sole point of contact for all matters related to the performance and payment during the term of this Agreement.
- h. The Contractor agrees to include the following clause, relevant to record retention, in all subcontracts for services:

"*(Subcontractor Name)* agrees to maintain and preserve, until three years after termination of *(Agreement Number)* and final payment from CDPH to the Contractor, to permit CDPH or any duly authorized representative, to have access to, examine or audit any pertinent books, documents, papers and records related to this subcontract and to allow interviews of any employees who might reasonably have information related to such records."

4. Income Restrictions

Unless otherwise stipulated in this Agreement, the Contractor agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Contractor under this Agreement shall be paid by the Contractor to CDPH, to the extent that they are properly allocable to costs for which the Contractor has been reimbursed by CDPH under this Agreement.

5. Site Inspection

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

6. Intellectual Property Rights

a. Ownership

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- (1) Except as set forth below and except where CDPH has agreed in a signed writing to accept a license, CDPH shall be and remain, without additional compensation, the sole owner of any and all rights, title and interest in all Intellectual Property, from the moment of creation, whether or not jointly conceived, that are made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement. Notwithstanding the foregoing or any other language in this Agreement, Contractor and not CDPG shall own Intellectual Property relating to any clinical lab test or lab assay that is made, conceived, derived from or reduced to practice by contractor, regardless of whether it results directly /indirectly from this Agreement (“Clinical Tests or Assays”)
- (2) For the purposes of this Agreement, Intellectual Property means recognized protectable rights and interest such as: patents, (whether or not issued) copyrights, trademarks, service marks, applications for any of the foregoing, inventions, trade secrets, trade dress, logos, insignia, color combinations, slogans, moral rights, right of publicity, author’s rights, contract and licensing rights, works, mask works, industrial design rights, rights of priority, know how, design flows, methodologies, devices, business processes, developments, innovations, good will and all other legal rights protecting intangible proprietary information as may exist now and/or here after come into existence, and all renewals and extensions, regardless of whether those rights arise under the laws of the United States, or any other state, country or jurisdiction.
 - (a) For the purposes of the definition of Intellectual Property, “works” means all literary works, writings and printed matter including the medium by which they are recorded or reproduced, photographs, art work, pictorial and graphic representations and works of a similar nature, film, motion pictures, digital images, animation cells, and other audiovisual works including positives and negatives thereof, sound recordings, tapes, educational materials, interactive videos and any other materials or products created, produced, conceptualized and fixed in a tangible medium of expression. It includes preliminary and final products and any materials and information developed for the purposes of producing those final products. Works does not include articles submitted to peer review or reference journals or independent research projects.
- (3) In the performance of this Agreement, Contractor will exercise and utilize certain of its Intellectual Property in existence prior to the effective date of this Agreement. In addition, under this Agreement, Contractor may access and utilize certain of CDPH’s Intellectual Property in existence prior to the effective date of this Agreement. Except as otherwise set forth herein, Contractor shall not use any of CDPH’s Intellectual Property now existing or hereafter existing for any purposes without the prior written permission of CDPH. **Except as otherwise set forth herein, neither the Contractor nor CDPH shall give any ownership interest in or rights to its Intellectual Property to the other Party.** If during the term of this Agreement, Contractor accesses any third-party Intellectual Property that is licensed to CDPH, Contractor agrees to abide by all license and confidentiality restrictions applicable to CDPH in the third-party’s license agreement.
- (4) Contractor agrees to cooperate with CDPH in establishing or maintaining CDPH’s exclusive rights in the Intellectual Property, and in assuring CDPH’s sole rights against third parties with respect to the Intellectual Property. If the Contractor enters into any agreements or subcontracts with other parties in order to perform this Agreement, Contractor shall require the terms of the Agreement(s) to include all Intellectual Property provisions. Such terms must include, but are not limited to, the subcontractor assigning and agreeing to assign to CDPH all rights, title and interest in Intellectual Property other than Clinical Tests or Labe Assays made, conceived, derived from, or reduced to practice by the subcontractor,

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Contractor or CDPH and which result directly or indirectly from this Agreement or any subcontract.

- (5) Contractor further agrees to assist and cooperate with CDPH in all reasonable respects, and execute all documents and, subject to reasonable availability, give testimony and take all further acts reasonably necessary to acquire, transfer, maintain, and enforce CDPH's Intellectual Property rights and interests.

b. Retained Rights / License Rights

- (1) Contractor shall retain title to all of its Intellectual Property to the extent such Intellectual Property is in existence prior to the effective date of this Agreement.
- (2) Nothing in this provision shall restrict, limit, or otherwise prevent Contractor from using any ideas, concepts, know-how, methodology or techniques related to its performance under this Agreement, provided that Contractor's use does not infringe the patent, copyright, trademark rights, license or other Intellectual Property rights of CDPH or third party, or result in a breach or default of any provisions of this Exhibit or result in a breach of any provisions of law relating to confidentiality.

c. Copyright

- (1) Contractor agrees that for purposes of copyright law, all works [as defined in Paragraph a, subparagraph (2)(a) of this provision] of authorship made by or on behalf of Contractor in connection with Contractor's performance of this Agreement shall be deemed "works made for hire". Contractor further agrees that the work of each person utilized by Contractor in connection with the performance of this Agreement will be a "work made for hire," whether that person is an employee of Contractor or that person has entered into an agreement with Contractor to perform the work. Contractor shall enter into a written agreement with any such person that: (i) all work performed for Contractor shall be deemed a "work made for hire" under the Copyright Act and (ii) that person shall assign all right, title, and interest to CDPH to any work product made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement.
- (2) All materials, including, but not limited to, visual works or text, reproduced or distributed pursuant to this Agreement that include Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement, shall include CDPH's notice of copyright, which shall read in 3mm or larger typeface: "© [Enter Current Year e.g., 2014, etc.], Department of Public Health. This material may not be reproduced or disseminated without prior written permission from the Department of Public Health." This notice should be placed prominently on the materials and set apart from other matter on the page where it appears. Audio productions shall contain a similar audio notice of copyright.

d. Third-Party Intellectual Property

Except as provided herein, Contractor agrees that its performance of this Agreement shall not be dependent upon or include any Intellectual Property of Contractor or third party without first: (i) obtaining CDPH's prior written approval; and (ii) granting to or obtaining for CDPH, without additional compensation, a license, as described in Section b of this provision, for any of Contractor's or third-party's Intellectual Property in existence prior to the effective date of this Agreement. If such a license upon the these terms is unattainable, and CDPH determines that

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the Intellectual Property should be included in or is required for Contractor's performance of this Agreement, Contractor shall obtain a license under terms acceptable to CDPH.

e. Warranties

(1) Contractor represents and warrants that:

- (a) It is free to enter into and fully perform this Agreement.
- (b) It has secured and will secure all rights and licenses necessary for its performance of this Agreement.
- (c) Neither Contractor's performance of this Agreement, nor the exercise by either Party of the rights granted in this Agreement, nor any use, reproduction, manufacture, sale, offer to sell, import, export, modification, public and private display/performance, distribution, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement will infringe upon or violate any Intellectual Property right, non-disclosure obligation, or other proprietary right or interest of any third-party or entity now existing under the laws of, or hereafter existing or issued by, any state, the United States, or any foreign country. There is currently no actual or threatened claim by any such third party based on an alleged violation of any such right by Contractor.
- (d) Neither Contractor's performance nor any part of its performance will violate the right of privacy of, or constitute a libel or slander against any person or entity.
- (e) It has secured and will secure all rights and licenses necessary for Intellectual Property including, but not limited to, consents, waivers or releases from all authors of music or performances used, and talent (radio, television and motion picture talent), owners of any interest in and to real estate, sites, locations, property or props that may be used or shown.
- (f) It has not granted and shall not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to CDPH in this Agreement.
- (g) It has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.
- (h) It has no knowledge of any outstanding claims, licenses or other charges, liens, or encumbrances of any kind or nature whatsoever that could affect in any way Contractor's performance of this Agreement.

(2) CDPH MAKES NO WARRANTY THAT THE INTELLECTUAL PROPERTY RESULTING FROM THIS AGREEMENT DOES NOT INFRINGE UPON ANY PATENT, TRADEMARK, COPYRIGHT OR THE LIKE, NOW EXISTING OR SUBSEQUENTLY ISSUED.

f. Intellectual Property Indemnity

(1) Contractor shall indemnify, defend and hold harmless CDPH and its licensees and assignees, and its officers, directors, employees, agents, representatives, successors, and

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users of its products, (“Indemnitees”) from and against all claims, actions, damages, losses, liabilities (or actions or proceedings with respect to any thereof), whether or not rightful, arising from any and all actions or claims by any third party or expenses related thereto (including, but not limited to, all legal expenses, court costs, and attorney’s fees incurred in investigating, preparing, serving as a witness in, or defending against, any such claim, action, or proceeding, commenced or threatened) to which any of the Indemnitees may be subject, whether or not Contractor is a party to any pending or threatened litigation, which arise out of or are related to (i) the incorrectness or breach of any of the representations, warranties, covenants or agreements of Contractor pertaining to Intellectual Property; or (ii) any Intellectual Property infringement, or any other type of actual or alleged infringement claim, arising out of CDPH’s use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private performance/display, license, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement. This indemnity obligation shall apply irrespective of whether the infringement claim is based on a patent, trademark or copyright registration that issued after the effective date of this Agreement. CDPH reserves the right to participate in and/or control, at Contractor’s expense, any such infringement action brought against CDPH.

- (2) Should any Intellectual Property licensed by the Contractor to CDPH under this Agreement become the subject of an Intellectual Property infringement claim, Contractor will exercise its authority reasonably and in good faith to preserve CDPH’s right to use the licensed Intellectual Property in accordance with this Agreement at no expense to CDPH. CDPH shall have the right to monitor and appear through its own counsel (at Contractor’s expense) in any such claim or action. In the defense or settlement of the claim, Contractor may obtain the right for CDPH to continue using the licensed Intellectual Property; or, replace or modify the licensed Intellectual Property so that the replaced or modified Intellectual Property becomes non-infringing provided that such replacement or modification is functionally equivalent to the original licensed Intellectual Property. If such remedies are not reasonably available, CDPH shall be entitled to a refund of all monies paid under this Agreement, without restriction or limitation of any other rights and remedies available at law or in equity.
- (3) Contractor agrees that damages alone would be inadequate to compensate CDPH for breach of any term of this Intellectual Property Exhibit by Contractor. Contractor acknowledges CDPH would suffer irreparable harm in the event of such breach and agrees CDPH shall be entitled to obtain equitable relief, including without limitation an injunction, from a court of competent jurisdiction, without restriction or limitation of any other rights and remedies available at law or in equity.

g. Survival

The provisions set forth herein shall survive any termination or expiration of this Agreement or any project schedule.

7. Prior Approval of Training Seminars, Workshops or Conferences

Contractor shall obtain prior CDPH approval of the location, costs, dates, agenda, instructors, instructional materials, and attendees at any reimbursable training seminar, workshop, or conference conducted pursuant to this Agreement and of any reimbursable publicity or educational materials to be made available for distribution. The Contractor shall acknowledge the support of the State whenever publicizing the work under this Agreement in any media. This provision does

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not apply to necessary staff meetings or training sessions held for the staff of the Contractor in order to conduct routine business matters.

8. Confidentiality of Information

The Contractor and its employees, agents, or subcontractors shall:

- a. Protect from unauthorized disclosure names and other identifying information concerning persons either receiving services pursuant to this Agreement or persons whose names or identifying information become available or are disclosed to the Contractor, its employees, agents, or subcontractors as a result of services performed under this Agreement, except for statistical information not identifying any such person.
- b. Not use such identifying information for any purpose other than carrying out the Contractor's obligations under this Agreement.
- c. Promptly transmit to the CDPH Contract Manager all requests for disclosure of such identifying information not emanating from the client or person.
- d. Not disclose, except as otherwise specifically permitted by this Agreement or authorized by the client, any such identifying information to anyone other than CDPH without prior written authorization from the CDPH Contract Manager, except if disclosure is required by State or Federal law.
- e. For purposes of this provision, identity shall include, but not be limited to name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.
- f. As deemed applicable by CDPH, this provision may be supplemented by additional terms and conditions covering personal health information (PHI) or personal, sensitive, and/or confidential information (PSCI). Said terms and conditions will be outlined in one or more exhibits that will either be attached to this Agreement or incorporated into this Agreement by reference.

9. Documents, Publications and Written Reports

(Applicable to agreements over \$5,000 under which publications, written reports and documents are developed or produced. Government Code Section 7550.)

Any document, publication or written report (excluding progress reports, financial reports and normal contractual communications) prepared as a requirement of this Agreement shall contain, in a separate section preceding the main body of the document, the number and dollar amounts of all contracts or agreements and subcontracts relating to the preparation of such document or report, if the total cost for work by nonemployees of the State exceeds \$5,000.

10. Dispute Resolution Process

- a. A Contractor grievance exists whenever there is a dispute arising from CDPH's action in the administration of an agreement. If there is a dispute or grievance between the Contractor and CDPH, the Contractor must seek resolution using the procedure outlined below.

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- (1) The Contractor should first informally discuss the problem with the CDPH Program Contract Manager. If the problem cannot be resolved informally, the Contractor shall direct its grievance together with any evidence, in writing, to the program Branch Chief. The grievance shall state the issues in dispute, the legal authority or other basis for the Contractor's position and the remedy sought. The Branch Chief shall render a decision within ten (10) working days after receipt of the written grievance from the Contractor. The Branch Chief shall respond in writing to the Contractor indicating the decision and reasons therefore. If the Contractor disagrees with the Branch Chief's decision, the Contractor may appeal to the second level.
 - (2) When appealing to the second level, the Contractor must prepare an appeal indicating the reasons for disagreement with Branch Chief's decision. The Contractor shall include with the appeal a copy of the Contractor's original statement of dispute along with any supporting evidence and a copy of the Branch Chief's decision. The appeal shall be addressed to the Deputy Director of the division in which the branch is organized within ten (10) working days from receipt of the Branch Chief's decision. The Deputy Director of the division in which the branch is organized or his/her designee shall meet with the Contractor to review the issues raised. A written decision signed by the Deputy Director of the division in which the branch is organized or his/her designee shall be directed to the Contractor within twenty (20) working days of receipt of the Contractor's second level appeal.
- b. If the Contractor wishes to appeal the decision of the Deputy Director of the division in which the branch is organized or his/her designee, the Contractor shall follow the procedures set forth in Division 25.1 (commencing with Section 38050) of the Health and Safety Code and the regulations adopted thereunder. (Title 1, Division 2, Chapter 2, Article 3 (commencing with Section 1140) of the California Code of Regulations).
 - c. Disputes arising out of an audit, examination of an agreement or other action not covered by subdivision (a) of Section 20204, of Chapter 2.1, Title 22, of the California Code of Regulations, and for which no procedures for appeal are provided in statute, regulation or the Agreement, shall be handled in accordance with the procedures identified in Sections 51016 through 51047, Title 22, California Code of Regulations.
 - d. Unless otherwise stipulated in writing by CDPH, all dispute, grievance and/or appeal correspondence shall be directed to the CDPH Contract Manager.
 - e. There are organizational differences within CDPH's funding programs and the management levels identified in this dispute resolution provision may not apply in every contractual situation. When a grievance is received and organizational differences exist, the Contractor shall be notified in writing by the CDPH Contract Manager of the level, name, and/or title of the appropriate management official that is responsible for issuing a decision at a given level.

11. Officials Not to Benefit

No members of or delegate of Congress or the State Legislature shall be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom. This provision shall not be construed to extend to this Agreement if made with a corporation for its general benefits.

12. Prohibited Use of State Funds for Software

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Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

13. Contract Uniformity (Fringe Benefit Allowability)

(Applicable only to nonprofit organizations.)

Pursuant to the provisions of Article 7 (commencing with Section 100525) of Chapter 3 of Part 1 of Division 101 of the Health and Safety Code, CDPH sets forth the following policies, procedures, and guidelines regarding the reimbursement of fringe benefits.

- a. As used herein fringe benefits shall mean an employment benefit given by one's employer to an employee in addition to one's regular or normal wages or salary.
- b. As used herein, fringe benefits do not include:
 - (1) Compensation for personal services paid currently or accrued by the Contractor for services of employees rendered during the term of this Agreement, which is identified as regular or normal salaries and wages, annual leave, vacation, sick leave, holidays, jury duty and/or military leave/training.
 - (2) Director's and executive committee member's fees.
 - (3) Incentive awards and/or bonus incentive pay.
 - (4) Allowances for off-site pay.
 - (5) Location allowances.
 - (6) Hardship pay.
 - (7) Cost-of-living differentials
- c. Specific allowable fringe benefits include:
 - (1) Fringe benefits in the form of employer contributions for the employer's portion of payroll taxes (i.e., FICA, SUI, SDI), employee health plans (i.e., health, dental and vision), unemployment insurance, worker's compensation insurance, and the employer's share of pension/retirement plans, provided they are granted in accordance with established written organization policies and meet all legal and Internal Revenue Service requirements.
- d. To be an allowable fringe benefit, the cost must meet the following criteria:
 - (1) Be necessary and reasonable for the performance of the Agreement.
 - (2) Be determined in accordance with generally accepted accounting principles.
 - (3) Be consistent with policies that apply uniformly to all activities of the Contractor.
- e. Contractor agrees that all fringe benefits shall be at actual cost.
- f. Earned/Accrued Compensation
 - (1) Compensation for vacation, sick leave and holidays is limited to that amount earned/accrued within the agreement term. Unused vacation, sick leave and holidays earned from periods prior to the agreement term cannot be claimed as allowable costs. See section f (3)(a) below for an example.

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- (2) For multiple year agreements, vacation and sick leave compensation, which is earned/accrued but not paid, due to employee(s) not taking time off may be carried over and claimed within the overall term of the multiple years of the Agreement. Holidays cannot be carried over from one agreement year to the next. See Provision f (3)(b) for an example.
- (3) For single year agreements, vacation, sick leave and holiday compensation that is earned/accrued but not paid, due to employee(s) not taking time off within the term of the Agreement, cannot be claimed as an allowable cost. See Provision f (3)(c) for an example.

(a) **Example No. 1:**

If an employee, John Doe, earns/accrues three weeks of vacation and twelve days of sick leave each year, then that is the maximum amount that may be claimed during a one year agreement. If John Doe has five weeks of vacation and eighteen days of sick leave at the beginning of an agreement, the Contractor during a one-year budget period may only claim up to three weeks of vacation and twelve days of sick leave as actually used by the employee. Amounts earned/accrued in periods prior to the beginning of the Agreement are not an allowable cost.

(b) **Example No. 2:**

If during a three-year (multiple year) agreement, John Doe does not use his three weeks of vacation in year one, or his three weeks in year two, but he does actually use nine weeks in year three; the Contractor would be allowed to claim all nine weeks paid for in year three. The total compensation over the three-year period cannot exceed 156 weeks (3 x 52 weeks).

(c) **Example No. 3:**

If during a single year agreement, John Doe works fifty weeks and used one week of vacation and one week of sick leave and all fifty-two weeks have been billed to CDPH, the remaining unused two weeks of vacation and seven days of sick leave may not be claimed as an allowable cost.

14. Cancellation

- A. This agreement may be cancelled by CDPH without cause upon 30 calendar days advance written notice to the Contractor.
- B. CDPH reserves the right to cancel or terminate this agreement immediately for cause. The Contractor may submit a written request to terminate this agreement only if CDPH substantially fails to perform its responsibilities as provided herein.
- C. The term “for cause” shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of this agreement.
- D. Agreement termination or cancellation shall be effective as of the date indicated in CDPH’s notification to the Contractor. The notice shall stipulate any final performance, invoicing or payment requirements.

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- E. Upon receipt of a notice of termination or cancellation, the Contractor shall take immediate steps to stop performance and to cancel or reduce subsequent agreement costs.
- F. In the event of early cancellation or termination, the Contractor shall be entitled to compensation for services performed satisfactorily under this agreement and expenses incurred up to the date of cancellation and any non-cancelable obligations incurred in support of this agreement.

Exhibit E
Additional Provisions

1. Insurance Requirements

A. General Provisions Applying to All Policies

- 1) Coverage Term – Coverage needs to be in force for the complete term of the Agreement. If insurance expires during the term of the Agreement, a new certificate and required endorsements must be received by the State at least ten (10) days prior to the expiration of this insurance. Any new insurance must comply with the original Agreement terms.
- 2) Policy Cancellation or Termination and Notice of Non-Renewal – Contractor shall provide to the CDPH within five (5) business days following receipt by Contractor a copy of any cancellation or non-renewal of insurance required by this Contract. In the event Contractor fails to keep in effect at all times the specified insurance coverage, the CDPH may, in addition to any other remedies it may have, terminate this Contract upon the occurrence of such event, subject to the provisions of this Contract.
- 3) Premiums, Assessments and Deductibles – Contractor is responsible for any premiums, policy assessments, deductibles or self-insured retentions contained within their insurance program.
- 4) Primary Clause – Any required insurance contained in this Agreement shall be primary and not excess or contributory to any other insurance carried by the CDPH.
- 5) Insurance Carrier Required Rating – All insurance companies must carry an AM Best rating of at least “A-” with a financial category rating of no lower than VI. If Contractor is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.
- 6) Endorsements – Any required endorsements requested by the CDPH must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.
- 7) Inadequate Insurance – Inadequate or lack of insurance does not negate Contractor’s obligations under the Agreement.
- 8) Use of Subcontractors - In the case of Contractor’s utilization of Subcontractors to complete the contracted scope of work, Contractor shall include all Subcontractors as insured under Contractor’s insurance or supply evidence of the Subcontractor’s insurance to the CDPH equal to policies, coverages, and limits required of Contractor.

B. Insurance Coverage Requirements

Contractor shall display evidence of certificate of insurance evidencing the following coverage:

- 1) Commercial General Liability – Contractor shall maintain general liability with limits not less than \$1,000,000 per occurrence for bodily injury and property damage combined with a \$2,000,000 annual policy aggregate. The policy shall include coverage for liabilities arising out of premises, operations, independent Contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured Agreement. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to Contractor’s limit of liability.

Exhibit E
Additional Provisions

The policy shall be endorsed to include, "The State of California, its officers, agents, employees, and servants as additional insured, but only insofar as the operations under this Agreement are concerned." This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.

- 2) Automobile Liability (when required) – Contractor shall maintain motor vehicle liability insurance with limits not less than \$1,000,000 combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired and non-owned motor vehicles. Should the scope of the Agreement involve transportation of hazardous materials, evidence of an MCS-90 endorsement is required. The policy shall be endorsed to include, "The State of California, its officers, agents, employees, and servants as additional insured, but only insofar as the operations under this Agreement are concerned." This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.
- 3) Worker's Compensation and Employer's Liability (when required) – Contractor shall maintain statutory worker's compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Agreement. Employer's liability limits of \$1,000,000 are required. When work is performed on State owned or controlled property the policy shall contain a waiver of subrogation endorsement in favor of the State. This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.
- 4) Professional Liability (when required) – Contractor shall maintain professional liability covering any damages caused by a negligent error; act or omission with limits not less than \$1,000,000 per occurrence and \$1,000,000 policy aggregate. The policy's retroactive date must be displayed on the certificate of insurance and must be before the date this Agreement was executed or before the beginning of Agreement work.
- 5) Environmental/Pollution Liability (when required) – Contractor shall maintain pollution liability for limits not less than \$1,000,000 per claim covering Contractor's liability for bodily injury, property damage and environmental damage resulting from pollution and related cleanup costs incurred arising out of the work or services to be performed under this Agreement. Coverage shall be provided for both work performed on site as well as transportation and proper disposal of hazardous materials. The policy shall be endorsed to include, "The State of California, its officers, agents, employees, and servants as additional insured, but only insofar as the operations under this Agreement are concerned." This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.
- 6) Aircraft Liability (when required) - Contractor shall maintain aircraft liability with a limit not less than \$3,000,000. The policy shall be endorsed to include, "The State of California, its officers, agents, employees and servants as additional insured, but only insofar as the operations under this Agreement." This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.

Exhibit F
Information Privacy and Security Requirements
(For Non-HIPAA/HITECH Act Contracts)

This Information Privacy and Security Requirements Exhibit (For Non-HIPAA/HITECH Act Contracts) (hereinafter referred to as "this Exhibit") sets forth the information privacy and security requirements Contractor is obligated to follow with respect to all personal and confidential information (as defined herein) disclosed to Contractor, or collected, created, maintained, stored, transmitted or used by Contractor for or on behalf of the California Department of Public Health (hereinafter "CDPH"), pursuant to Contractor's agreement with CDPH. (Such personal and confidential information is referred to herein collectively as "CDPH PCI".) CDPH and Contractor desire to protect the privacy and provide for the security of CDPH PCI pursuant to this Exhibit and in compliance with state and federal laws applicable to the CDPH PCI.

- I. Order of Precedence: With respect to information privacy and security requirements for all CDPH PCI, the terms and conditions of this Exhibit shall take precedence over any conflicting terms or conditions set forth in any other part of the agreement between Contractor and CDPH, including Exhibit A (Scope of Work), all other exhibits and any other attachments, and shall prevail over any such conflicting terms or conditions.
- II. Effect on lower tier transactions: The terms of this Exhibit shall apply to all contracts, subcontracts, and subawards, and the information privacy and security requirements Contractor is obligated to follow with respect to CDPH PCI disclosed to Contractor, or collected, created, maintained, stored, transmitted or used by Contractor for or on behalf of CDPH, pursuant to Contractor's agreement with CDPH. When applicable the Contractor shall incorporate the relevant provisions of this Exhibit into each subcontract or subaward to its agents, subcontractors, or independent consultants.
- III. Definitions: For purposes of the agreement between Contractor and CDPH, including this Exhibit, the following definitions shall apply:
 - A. Breach:
"Breach" means:
 1. the unauthorized acquisition, access, use, or disclosure of CDPH PCI in a manner which compromises the security, confidentiality or integrity of the information; or
 2. the same as the definition of "breach of the security of the system" set forth in California Civil Code section 1798.29(f).
 - B. Confidential Information: "Confidential information" means information that:
 1. does not meet the definition of "public records" set forth in California Government Code section 6252(e), or is exempt from disclosure under any of the provisions of Section 6250, et seq. of the California Government Code or any other applicable state or federal laws; or
 2. is contained in documents, files, folders, books or records that are clearly labeled, marked or designated with the word "confidential" by CDPH.
 - C. Disclosure: "Disclosure" means the release, transfer, provision of, access to, or divulging in any manner of information outside the entity holding the information.

Exhibit F
Information Privacy and Security Requirements
(For Non-HIPAA/HITECH Act Contracts)

- D. PCI: “PCI” means “personal information” and “confidential information” (as these terms are defined herein:
- E. Personal Information: “Personal information” means information, in any medium (paper, electronic, oral) that:
1. directly or indirectly collectively identifies or uniquely describes an individual; or
 2. could be used in combination with other information to indirectly identify or uniquely describe an individual, or link an individual to the other information; or
 3. meets the definition of “personal information” set forth in California Civil Code section 1798.3, subdivision (a) or
 4. is one of the data elements set forth in California Civil Code section 1798.29, subdivision (g)(1) or (g)(2); or
 5. meets the definition of “medical information” set forth in either California Civil Code section 1798.29, subdivision (h)(2) or California Civil Code section 56.05, subdivision (j); or
 6. meets the definition of “health insurance information” set forth in California Civil Code section 1798.29, subdivision (h)(3); or
 7. is protected from disclosure under applicable state or federal law.
- F. Security Incident: “Security Incident” means:
1. an attempted breach; or
 2. the attempted or successful unauthorized access or disclosure, modification or destruction of CDPH PCI, in violation of any state or federal law or in a manner not permitted under the agreement between Contractor and CDPH, including this Exhibit; or
 3. the attempted or successful modification or destruction of, or interference with, Contractor’s system operations in an information technology system, that negatively impacts the confidentiality, availability or integrity of CDPH PCI; or
 4. any event that is reasonably believed to have compromised the confidentiality, integrity, or availability of an information asset, system, process, data storage, or transmission. Furthermore, an information security incident may also include an event that constitutes a violation or imminent threat of violation of information security policies or procedures, including acceptable use policies.
- G. Use: “Use” means the sharing, employment, application, utilization, examination, or analysis of information.
- IV. Disclosure Restrictions: The Contractor and its employees, agents, and subcontractors shall protect from unauthorized disclosure any CDPH PCI. The Contractor shall not disclose, except as otherwise specifically permitted by the agreement between Contractor and CDPH (including this Exhibit), any

Exhibit F
Information Privacy and Security Requirements
(For Non-HIPAA/HITECH Act Contracts)

CDPH PCI to anyone other than CDPH personnel or programs without prior written authorization from the CDPH Program Contract Manager, except if disclosure is required by State or Federal law.

- V. Use Restrictions: The Contractor and its employees, agents, and subcontractors shall not use any CDPH PCI for any purpose other than performing the Contractor's obligations under its agreement with CDPH.
- VI. Safeguards: The Contractor shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the privacy, confidentiality, security, integrity, and availability of CDPH PCI, including electronic or computerized CDPH PCI. At each location where CDPH PCI exists under Contractor's control, the Contractor shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities in performing its agreement with CDPH, including this Exhibit, and which incorporates the requirements of Section VII, Security, below. Contractor shall provide CDPH with Contractor's current and updated policies within five (5) business days of a request by CDPH for the policies.
- VII. Security: The Contractor shall take any and all steps reasonably necessary to ensure the continuous security of all computerized data systems containing CDPH PCI. These steps shall include, at a minimum, complying with all of the data system security precautions listed in the Contractor Data Security Standards set forth in Attachment 1 to this Exhibit.
- VIII. Security Officer: At each place where CDPH PCI is located, the Contractor shall designate a Security Officer to oversee its compliance with this Exhibit and to communicate with CDPH on matters concerning this Exhibit.
- IX. Training: The Contractor shall provide training on its obligations under this Exhibit, at its own expense, to all of its employees who assist in the performance of Contractor's obligations under Contractor's agreement with CDPH, including this Exhibit, or otherwise use or disclose CDPH PCI.
- A. The Contractor shall require each employee who receives training to certify, either in hard copy or electronic form, the date on which the training was completed.
- B. The Contractor shall retain each employee's certifications for CDPH inspection for a period of three years following contract termination or completion.
- C. Contractor shall provide CDPH with its employee's certifications within five (5) business days of a request by CDPH for the employee's certifications.
- X. Employee Discipline: Contractor shall impose discipline that it deems appropriate (in its sole discretion) on such employees and other Contractor workforce members under Contractor's direct control who intentionally or negligently violate any provisions of this Exhibit.

Exhibit F
Information Privacy and Security Requirements
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XI. Breach and Security Incident Responsibilities:

- A. Notification to CDPH of Breach or Security Incident: The Contractor shall notify CDPH **immediately by telephone call plus email or fax** upon the discovery of a breach (as defined in this Exhibit), **and within twenty-four (24) hours by email or fax** of the discovery of any security incident (as defined in this Exhibit), unless a law enforcement agency determines that the notification will impede a criminal investigation, in which case the notification required by this section shall be made to CDPH immediately after the law enforcement agency determines that such notification will not compromise the investigation. Notification shall be provided to the CDPH Program Contract Manager, the CDPH Privacy Officer and the CDPH Chief Information Security Officer, using the contact information listed in Section XI(F), below. If the breach or security incident is discovered after business hours or on a weekend or holiday and involves CDPH PCI in electronic or computerized form, notification to CDPH shall be provided by calling the CDPH Information Security Office at the telephone numbers listed in Section XI(F), below. For purposes of this Section, breaches and security incidents shall be treated as discovered by Contractor as of the first day on which such breach or security incident is known to the Contractor, or, by exercising reasonable diligence would have been known to the Contractor. Contractor shall be deemed to have knowledge of a breach if such breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the breach, who is a employee or agent of the Contractor.

Contractor shall take:

1. prompt corrective action to mitigate any risks or damages involved with the breach or security incident and to protect the operating environment; and
2. any action pertaining to a breach required by applicable federal and state laws, including, specifically, California Civil Code section 1798.29.

- B. Investigation of Breach and Security Incidents: The Contractor shall immediately investigate such breach or security incident. As soon as the information is known and subject to the legitimate needs of law enforcement, Contractor shall inform the CDPH Program Contract Manager, the CDPH Privacy Officer, and the CDPH Chief Information Security Officer of:

1. what data elements were involved and the extent of the data disclosure or access involved in the breach, including, specifically, the number of individuals whose personal information was breached; and
2. a description of the unauthorized persons known or reasonably believed to have improperly used the CDPH PCI and/or a description of the unauthorized persons known or reasonably believed to have improperly accessed or acquired the CDPH PCI, or to whom it is known or reasonably believed to have had the CDPH PCI improperly disclosed to them; and
3. a description of where the CDPH PCI is believed to have been improperly used or disclosed; and
4. a description of the probable and proximate causes of the breach or security incident; and

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5. whether Civil Code section 1798.29 or any other federal or state laws requiring individual notifications of breaches have been triggered.
- C. Written Report: The Contractor shall provide a written report of the investigation to the CDPH Program Contract Manager, the CDPH Privacy Officer, and the CDPH Chief Information Security Officer as soon as practicable after the discovery of the breach or security incident. The report shall include, but not be limited to, the information specified above, as well as a complete, detailed corrective action plan, including information on measures that were taken to halt and/or contain the breach or security incident, and measures to be taken to prevent the recurrence or further disclosure of data regarding such breach or security incident.
- D. Notification to Individuals: If notification to individuals whose information was breached is required under state or federal law, and regardless of whether Contractor is considered only a custodian and/or non-owner of the CDPH PCI, Contractor shall, at its sole expense, and at the sole election of CDPH, either:
1. make notification to the individuals affected by the breach (including substitute notification), pursuant to the content and timeliness provisions of such applicable state or federal breach notice laws. Contractor shall inform the CDPH Privacy Officer of the time, manner and content of any such notifications, prior to the transmission of such notifications to the individuals; or
 2. cooperate with and assist CDPH in its notification (including substitute notification) to the individuals affected by the breach.
- E. Submission of Sample Notification to Attorney General: If notification to more than 500 individuals is required pursuant to California Civil Code section 1798.29, and regardless of whether Contractor is considered only a custodian and/or non-owner of the CDPH PCI, Contractor shall, at its sole expense, and at the sole election of CDPH, either:
1. electronically submit a single sample copy of the security breach notification, excluding any personally identifiable information, to the Attorney General pursuant to the format, content and timeliness provisions of Section 1798.29, subdivision (e). Contractor shall inform the CDPH Privacy Officer of the time, manner and content of any such submissions, prior to the transmission of such submissions to the Attorney General; or
 2. cooperate with and assist CDPH in its submission of a sample copy of the notification to the Attorney General.
- F. CDPH Contact Information: To direct communications to the above referenced CDPH staff, the Contractor shall initiate contact as indicated herein. CDPH reserves the right to make changes to the contact information below by verbal or written notice to the Contractor. Said changes shall not require an amendment to this Exhibit or the agreement to which it is incorporated.

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 Information Privacy and Security Requirements
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CDPH Program Contract Manager	CDPH Privacy Officer	CDPH Chief Information Security Officer
See the Scope of Work exhibit for Program Contract Manager	Privacy Officer Privacy Office Office of Legal Services California Dept. of Public Health 1415 L Street, 5 th Floor Sacramento, CA 95814 Email: privacy@cdph.ca.gov Telephone: (877) 421-9634	Chief Information Security Officer Information Security Office California Dept. of Public Health P.O. Box 997377 MS6302 Sacramento, CA 95899-7413 Email: cdphiso@cdph.ca.gov Telephone: (855) 500-0016

- XII. Documentation of Disclosures for Requests for Accounting: Contractor shall document and make available to CDPH or (at the direction of CDPH) to an Individual such disclosures of CDPH PCI, and information related to such disclosures, necessary to respond to a proper request by the subject Individual for an accounting of disclosures of personal information as required by Civil Code section 1798.25, or any applicable state or federal law.
- XIII. Requests for CDPH PCI by Third Parties: The Contractor and its employees, agents, or subcontractors shall promptly transmit to the CDPH Program Contract Manager all requests for disclosure of any CDPH PCI requested by third parties to the agreement between Contractor and CDPH (except from an Individual for an accounting of disclosures of the individual's personal information pursuant to applicable state or federal law), unless prohibited from doing so by applicable state or federal law.
- XIV. Audits, Inspection and Enforcement CDPH may inspect the facilities, systems, books and records of Contractor to monitor compliance with this Exhibit. Contractor shall promptly remedy any violation of any provision of this Exhibit and shall certify the same to the CDPH Program Contract Manager in writing.
- XV. Return or Destruction of CDPH PCI on Expiration or Termination: Upon expiration or termination of the agreement between Contractor and CDPH for any reason, Contractor shall securely return or destroy the CDPH PCI. If return or destruction is not feasible, Contractor shall provide a written explanation to the CDPH Program Contract Manager, the CDPH Privacy Officer and the CDPH Chief Information Security Officer, using the contact information listed in Section XI(F), above.
- A. Retention Required by Law: If required by state or federal law, Contractor may retain, after expiration or termination, CDPH PCI for the time specified as necessary to comply with the law.
- B. Obligations Continue Until Return or Destruction: Contractor's obligations under this Exhibit shall continue until Contractor returns or destroys the CDPH PCI or returns the CDPH PCI to CDPH; provided however, that on expiration or termination of the agreement between Contractor and CDPH, Contractor shall not further use or disclose the CDPH PCI except as required by state or federal law.

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- C. Notification of Election to Destroy CDPH PCI: If Contractor elects to destroy the CDPH PCI, Contractor shall certify in writing, to the CDPH Program Contract Manager, the CDPH Privacy Officer and the CDPH Chief Information Security Officer, using the contact information listed in Section XI(F), above, that the CDPH PCI has been securely destroyed. The notice shall include the date and type of destruction method used.
- XVI. Amendment: The parties acknowledge that federal and state laws regarding information security and privacy rapidly evolves and that amendment of this Exhibit may be required to provide for procedures to ensure compliance with such laws. The parties specifically agree to take such action as is necessary to implement new standards and requirements imposed by regulations and other applicable laws relating to the security or privacy of CDPH PCI. The parties agree to promptly enter into negotiations concerning an amendment to this Exhibit consistent with new standards and requirements imposed by applicable laws and regulations.
- XVII. Assistance in Litigation or Administrative Proceedings: Contractor shall make itself and any subcontractors, workforce employees or agents assisting Contractor in the performance of its obligations under the agreement between Contractor and CDPH, available to CDPH at no cost to CDPH to testify as witnesses, in the event of litigation or administrative proceedings being commenced against CDPH, its director, officers or employees based upon claimed violation of laws relating to security and privacy, which involves inactions or actions by the Contractor, except where Contractor or its subcontractor, workforce employee or agent is a named adverse party.
- XVIII. No Third-Party Beneficiaries: Nothing express or implied in the terms and conditions of this Exhibit is intended to confer, nor shall anything herein confer, upon any person other than CDPH or Contractor and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.
- XIX. Interpretation: The terms and conditions in this Exhibit shall be interpreted as broadly as necessary to implement and comply with regulations and applicable State laws. The parties agree that any ambiguity in the terms and conditions of this Exhibit shall be resolved in favor of a meaning that complies and is consistent with federal and state laws and regulations.
- XX. Survival: If Contractor does not return or destroy the CDPH PCI upon the completion or termination of the Agreement, the respective rights and obligations of Contractor under Sections VI, VII and XI of this Exhibit shall survive the completion or termination of the agreement between Contractor and CDPH.

Exhibit F
Information Privacy and Security Requirements
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Attachment 1
Contractor Data Security Standards

1. General Security Controls

- A. **Confidentiality Statement.** All persons that will be working with CDPH PCI must sign a confidentiality statement. The statement must include at a minimum, General Use, Security and Privacy safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by the workforce member prior to access to CDPH PCI. The statement must be renewed annually. The Contractor shall retain each person's written confidentiality statement for CDPH inspection for a period of three (3) years following contract termination.
- B. **Background check.** Before a member of the Contractor's workforce may access CDPH PCI, Contractor must conduct a thorough background check of that worker and evaluate the results to assure that there is no indication that the worker may present a risk for theft of confidential data. The Contractor shall retain each workforce member's background check documentation for a period of three (3) years following contract termination.
- C. **Workstation/Laptop encryption.** All workstations and laptops that process and/or store CDPH PCI must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher. The encryption solution must be full disk unless approved by the CDPH Information Security Office.
- D. **Server Security.** Servers containing unencrypted CDPH PCI must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.
- E. **Minimum Necessary.** Only the minimum necessary amount of CDPH PCI required to perform necessary business functions may be copied, downloaded, or exported.
- F. **Removable media devices.** All electronic files that contain CDPH PCI data must be encrypted when stored on any removable media or portable device (i.e. USB thumb drives, floppies, CD/DVD, smart devices tapes etc.). PCI must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher.
- G. **Antivirus software.** All workstations, laptops and other systems that process and/or store CDPH PCI must install and actively use a comprehensive anti-virus software solution with automatic updates scheduled at least daily.
- H. **Patch Management.** All workstations, laptops and other systems that process and/or store CDPH PCI must have operating system and application security patches applied, with system reboot if necessary. There must be a documented patch management process which determines installation timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches must be installed within 30 days of vendor release.
- I. **User IDs and Password Controls.** All users must be issued a unique user name for accessing CDPH PCI. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password. Passwords are not to be shared. Must be at least eight characters. Must be a non-dictionary

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word. Must not be stored in readable format on the computer. Must be changed every 60 days. Must be changed if revealed or compromised. Must be composed of characters from at least three of the following four groups from the standard keyboard:

- Upper case letters (A-Z)
- Lower case letters (a-z)
- Arabic numerals (0-9)
- Non-alphanumeric characters (punctuation symbols)

J. **Data Sanitization.** All CDPH PCI must be sanitized using NIST Special Publication 800-88 standard methods for data sanitization when the CDPH PCI is no longer needed.

2. System Security Controls

- A. **System Timeout.** The system must provide an automatic timeout, requiring reauthentication of the user session after no more than 20 minutes of inactivity.
- B. **Warning Banners.** All systems containing CDPH PCI must display a warning banner each time a user attempts access, stating that data is confidential, systems are logged, and system use is for business purposes only. User must be directed to log off the system if they do not agree with these requirements.
- C. **System Logging.** The system must maintain an automated audit trail which can identify the user or system process which initiates a request for CDPH PCI, or which alters CDPH PCI. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users. This logging must be included for all user privilege levels including, but not limited to, systems administrators. If CDPH PCI is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least 3 years after occurrence.
- D. **Access Controls.** The system must use role based access controls for all user authentications, enforcing the principle of least privilege.
- E. **Transmission encryption.** All data transmissions of CDPH PCI outside the contractor's secure internal network must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher. Encryption can be end to end at the network level, or the data files containing CDPH PCI can be encrypted. This requirement pertains to any type of CDPH PCI in motion such as website access, file transfer, and E-Mail.
- F. **Intrusion Detection.** All systems involved in accessing, holding, transporting, and protecting CDPH PCI that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.

3. Audit Controls

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- A. **System Security Review.** All systems processing and/or storing CDPH PCI must have at least an annual system risk assessment/security review which provides assurance that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection. Reviews shall include vulnerability scanning tools.
- B. **Log Reviews.** All systems processing and/or storing CDPH PCI must have a routine procedure in place to review system logs for unauthorized access.
- C. **Change Control.** All systems processing and/or storing CDPH PCI must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity and availability of data.

4. Business Continuity / Disaster Recovery Controls

- A. **Disaster Recovery.** Contractor must establish a documented plan to enable continuation of critical business processes and protection of the security of electronic CDPH PCI in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this agreement for more than 24 hours.
- B. **Data Backup Plan.** Contractor must have established documented procedures to securely backup CDPH PCI to maintain retrievable exact copies of CDPH PCI. The backups shall be encrypted. The plan must include a regular schedule for making backups, storing backups offsite, an inventory of backup media, and the amount of time to restore CDPH PCI should it be lost. At a minimum, the schedule must be a weekly full backup and monthly offsite storage of CDPH data.

5. Paper Document Controls

- A. **Supervision of Data.** CDPH PCI in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information is not being observed by an employee authorized to access the information. CDPH PCI in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.
- B. **Escorting Visitors.** Visitors to areas where CDPH PCI is contained shall be escorted and CDPH PHI shall be kept out of sight while visitors are in the area.
- C. **Confidential Destruction.** CDPH PCI must be disposed of through confidential means, using NIST Special Publication 800-88 standard methods for data sanitization when the CDPH PSCI is no longer needed.
- D. **Removal of Data.** CDPH PCI must not be removed from the premises of the Contractor except with express written permission of CDPH.
- E. **Faxing.** Faxes containing CDPH PCI shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving

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faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending.

- F. ***Mailing.*** CDPH PCI shall only be mailed using secure methods. Large volume mailings of CDPH PHI shall be by a secure, bonded courier with signature required on receipt. Disks and other transportable media sent through the mail must be encrypted with a CDPH approved solution, such as a solution using a vendor product specified on the CALIFORNIA STRATEGIC SOURCING INITIATIVE.

Exhibit G

**CALIFORNIA ENHANCED HIV/AIDS CASE REPORTING SYSTEM
DATA USE AND DISCLOSURE AGREEMENT**

This California HIV/AIDS Case Reporting System Data Use And Disclosure Agreement (hereinafter referred to as "Agreement") sets forth the information privacy and security requirements that County of Mono (hereinafter "Data Recipient") is obligated to follow with respect to all HIV/AIDS Case Reporting System data, and other personal and confidential information, (as each of these types of data and information are defined herein), disclosed to Data Recipient by the California Department of Public Health (CDPH) (such Enhanced HIV/AIDS Case Reporting System [eHARS] data and other personal and confidential information are also referred to herein collectively as "Protected Data"). This Agreement covers Protected Data in any medium (paper, electronic, oral) the Protected Data exist in. By entering into this Agreement, CDPH and Data Recipient desire to protect the privacy and provide for the security of all Protected Data in compliance with all state and federal laws applicable to the Protected Data. Permission to receive and use Protected Data requires execution of this Agreement that describes the terms, conditions and limitations of Data Recipient's use of the Protected Data.

- I. **Supersession:** This Agreement supersedes Agreement Number _____, dated _____, between CDPH and Data Recipient.
- II. **Definitions:** For purposes of this Agreement, the following definitions shall apply:
 - A. **Breach:** "Breach" means:
 1. The acquisition, access, use, or disclosure of Protected Data, in any medium (paper, electronic, oral), in violation of any state or federal law or in a manner not permitted under this Agreement, that compromises the privacy, security, or integrity of the information. For purposes of this definition, "compromises the privacy, security or integrity of the information" means to pose a significant risk of financial, reputational, or other harm to an individual or individuals; or
 2. The same as the definition of "breach of the security of the system" set forth in California Civil Code Section 1798.29(d).
 - B. **Confidential Information:** "Confidential Information" means information that:
 1. Does not meet the definition of "public records" set forth in California Government Code Section 6252, subdivision (e), or is exempt from disclosure under any of the provisions of Section 6250, et seq. of the California Government Code or any other applicable state or federal laws; or
 2. Meets the definition of "confidential public health record" set forth in California Health and Safety Code Section 121035, subdivision (c); or
 3. Is contained in documents, files, folders, books, or records that are clearly labeled, marked, or designated with the word "confidential" by CDPH.
 - C. **Disclosure:** "Disclosure" means the release, transfer, provision of, access to, or divulging in any other manner of information. "Disclosure" includes the disclosure, release, transfer, dissemination, or communication of all or any part of any confidential research record orally, in

Exhibit G

**CALIFORNIA ENHANCED HIV/AIDS CASE REPORTING SYSTEM
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writing, or by electronic means to any person or entity, or providing the means for obtaining the records (California Health and Safety Code Sections 121035 and 121125).

- D. eHARS Data: “eHARS data” means data in or from the central registry maintained by CDPH of demographic, clinical, HIV risk behavior, vital status, health facility, and administrative information on all reported HIV infections and AIDS diagnoses in California, known as eHARS. “eHARS data” specifically includes all information contained in or extracted from the following:

1. The CDPH HIV/AIDS Confidential Case Report Form, Adult (CDPH 8641A);
2. The CDPH HIV/AIDS Confidential Case Report Pediatric Form (CDPH 8641P);
3. Birth certificate document;
4. Death document;
5. Laboratory document;
6. Pre-test document;
7. Post-test document; or
8. Administrative data (document identification, system dates) from eHARS.

- E. Personal Information: “Personal Information” means information that:

1. By itself, directly identifies, or uniquely describes an individual; or
2. Creates a substantial risk that it could be used in combination with other information to indirectly identify or uniquely describe an individual, or link an individual to the other information; or
3. Meets the definition of “personal information” set forth in California Civil Code section 1798.3, subdivision (a); or
4. Is one of the data elements set forth in California Civil Code section 1798.29, subdivisions (e)(1), (2) or (3); or
5. Meets the definition of “medical information” set forth in either California Civil Code section 1798.29, subdivision (f)(2) or California Civil Code section 56.05, subdivision (g); or
6. Meets the definition of “health insurance information” set forth in California Civil Code section 1798.29, subdivision (f)(3).

- F. Protected Data: “Protected Data” means data that consists of one or more of the following types of information:

1. “eHARS Data”, as defined above; or

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2. "Confidential Information", as defined above.
3. "Personal Information", as defined above; or

G. Security Incident: "Security Incident" means:

1. An attempted breach; or
2. The attempted or successful modification or destruction of Protected Data, in violation of any state or federal law or in a manner not permitted under this Agreement; or
3. The attempted or successful modification or destruction of, or interference with, Data Recipient's system operations in an information technology system, that negatively impacts the confidentiality, availability or integrity of Protected Data, or hinders or makes impossible Data Recipient's receipt, collection, creation, storage, transmission or use of Protected Data by Data Recipient pursuant to this Agreement.

H. Use: "Use" means the sharing, employment, application, utilization, examination, or analysis of information.

III. Background and Purpose: The CDPH, Office of AIDS (OA) is designated by the California Health and Safety Code Section 131019 as the lead agency for coordinating state programs, services, and activities relating to HIV/AIDS. The primary mission of OA is to assess, prevent, and interrupt the transmission of HIV and to provide for the needs of infected Californians by identifying the scope and extent of HIV infection, providing for the needs which it creates, and disseminating timely and complete information. OA is responsible for oversight of HIV/AIDS case reporting in California and as such, maintains eHARS, a confidential, central registry of demographic and clinical information on all reported HIV infections and AIDS diagnoses in California. Case counts generated by this reporting system are used to inform funding allocations for such programs and activities as the Ryan White Program, Federal Centers for Disease Control and Prevention (CDC) prevention, and surveillance. The Health Resources and Services Administration uses HIV and AIDS case counts to determine Ryan White funding levels. Through Ryan White, California receives funding for a wide variety of health care and support services, which identify and coordinate efforts to assist California's most vulnerable HIV-positive populations. eHARS collects data to support HIV/AIDS surveillance according to CDC standards. Thus, the system is designed to collect, organize, manage, store, and retrieve data CDC has identified as necessary to conduct HIV/AIDS case surveillance statewide.

The purpose of this Agreement is to permit exchange of eHARS information between California's local health jurisdictions and CDPH. This exchange is necessitated by California Code of Regulations (Title 17, Sections 2502, 2505, and 2641.5 through 2643.20), which dictates that case report information from laboratories and health care providers is reportable to the local health officer who thereafter reports this information to CDPH (a decentralized system). California's decentralized eHARS thus facilitates local as well as CDPH access to eHARS data to facilitate local care, prevention, and surveillance activity, including local application to Federal Ryan White Part A funds and locally tailored prevention services.

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IV. Legal Authority for Disclosure and Use of Protected Data: The legal authority for CDPH to collect, use, and disclose Protected Data, and for Data Recipient to receive and use Protected Data is as follows:

A. General Legal Authority:

List of Reportable Diseases and Conditions:

1. California Health and Safety Code Section 120130 provides in part as follows: “The department shall establish a list of reportable diseases and conditions. For each reportable disease and condition, the department shall specify the timeliness of requirements related to the reporting of each disease and condition, and the mechanisms required for, and the content to be included in, reports made pursuant to this section. The list of reportable diseases and conditions may include both communicable and noncommunicable diseases. Those diseases listed as reportable shall be properly reported as required to the department by the health officer”
2. Title 17, California Code of Regulations, Section 2500, subdivision (g), provides in part as follows: “Upon the State Department of Public Health's request, a local health department shall provide to the department the information reported pursuant to this section”

B. California HIV/AIDS-Specific Legal Authority:

1. Disclosure Permitted for Public Health Purposes: California Health and Safety Code Section 121025, subdivision (a) provides as follows: “Public health records relating to [HIV/AIDS], containing personally identifying information, that were developed or acquired by state or local public health agencies, or an agent of such an agency, shall be confidential and shall not be disclosed, except as otherwise provided by law for public health purposes”
2. Disclosure Permitted to Carry Out the Investigation, Control, or Surveillance Duties of CDPH and Data Recipient: California Health and Safety Code Section 121025, subdivision (b), provides as follows: “In accordance with subdivision (g) of Section 121022, a state or local public health agency, or an agent of such an agency, may disclose personally identifying information in public health records . . . to other local, state, or federal public health agencies . . . when the confidential information is necessary to carry out the duties of the agency . . . in the investigation, control, or surveillance of disease, as determined by the state or local public health agency.”
3. Further Disclosure Permitted For Public Health Purposes: California Health and Safety Code Section 121025, subdivision (c) provides as follows: “Except as provided in paragraphs (1) to (3), inclusive, any disclosure authorized by subdivision (a) or (b) shall include only the information necessary for the purpose of that disclosure and shall be made only upon agreement that the information will be kept confidential and will not be further disclosed without written authorization, as described in subdivision (a). . . .”

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4. Only Minimum Necessary Disclosure Permitted: California Health and Safety Code Section 121025, subdivision (c), provides as follows: “Any disclosure authorized . . . shall include only the information necessary for the purpose of that disclosure”
5. Agreement Required: California Health and Safety Code Section 121025, subdivision (c), provides as follows: “[Disclosure] shall be made only upon agreement that the information will be kept confidential and will not be further disclosed without written authorization [by the subject of the information]”
6. No Liability for HIV/AIDS Reporting: California Health and Safety Code Section 120980, subdivision (i), provides an exemption from liability for disclosure of HIV/AIDS reporting: “Nothing in this section imposes liability or criminal sanction for disclosure of an HIV test, as defined in subdivision (c) of Section 120775, in accordance with any reporting requirement for a case of HIV infection, including AIDS by the [California Department of Public Health]”
7. AIDS Reporting: Title 17, California Code of Regulations, Section 2502, subdivision (b), provides in part as follows: Individual Case and Outbreak Reports: For the diseases listed below, the local health officer shall prepare and send to the Department along with the summary report described in (a) above an individual case or outbreak report for each individual case/outbreak of those diseases which the Department has identified as requiring epidemiological analysis reported pursuant to Section 2500. At the discretion of the director, the required individual case/outbreak report may be either a Confidential Morbidity Report (PM-110 1/90), its electronic equivalent or a hard copy 8.5 x 11 inch individual case/outbreak report form. The Weekly Morbidity by Place of Report form (DHS 8245 11/95) indicates which format to use. Each individual case report shall include the following: 1) verification of information reported pursuant to Section 2500; 2) information on the probable source of infection, if known; 3) laboratory or radiologic findings, if any; 4) clinical signs and/or symptoms, if applicable; and 5) any known epidemiological risk factors “An individual case report is required for the following diseases: Acquired Immune Deficiency Syndrome (AIDS). . . .”
8. HIV Infection Reporting:
 - a. California Health and Safety Code Section 121022, subdivision (a) provides: “To ensure knowledge of current trends in the HIV epidemic and to assure that California remains competitive for federal HIV and AIDS funding, health care providers and laboratories shall report cases of HIV infection to the local health officer using patient names. Local health officers shall report unduplicated HIV cases by name to the [California Department of Public Health].”
 - b. California Health and Safety Code Section 121022, subdivision (f) provides: “State and local health department employees and contractors shall be required to sign confidentiality agreements developed by the department that include information related to the penalties for a breach of confidentiality, and the procedures for reporting a breach of confidentiality”

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- c. California Health and Safety Code Section 121023, subdivision (a) provides: “Subject to subdivision (b), each clinical laboratory, as defined in Section 1206 of the Business and Professions Code, shall report all CD4+ T-Cell Test results to the local health officer for the local health jurisdiction where the health care provider facility is located within seven days of the completion of the CD4+ T-Cell test. . . .”
- d. Title 17, California Code of Regulations, Section 2643.15, provides in part as follows: “The local health officer or his or her authorized designee shall match and unduplicate laboratory reports of confirmed HIV tests with the local health department HIV/AIDS registry database and with HIV/AIDS case reports received from health care providers and not entered into the database. The health officer or his or her authorized designee shall, within 45 calendar days of receipt of a laboratory report of a confirmed HIV test, submit unduplicated HIV/AIDS case reports to the Department.”

C. Health Insurance Portability and Accountability Act (HIPAA) Authority:

- 1. **CDPH HIPAA Status:** CDPH is a “hybrid entity” for purposes of applicability of the federal regulations entitled, “Standards for Privacy of Individually Identifiable Health Information,” (“Privacy Rule”) (Title 45, Code of Federal Regulations, Parts 160, 162, and 164) promulgated pursuant to HIPAA (Title 42, United States Code, Sections 1320d - 1320d-8). All of the CDPH programs that collect, use, or disclose Protected Data have been designated by CDPH as HIPAA-covered “health care components” of CDPH. (Title 45, Code of Federal Regulations, Section 164.504(c)(3)(iii).)
- 2. **Parties Are “Public Health Authorities:** CDPH and Data Recipient are each a “public health authority” as that term is defined in the Privacy Rule. (Title 45, Code of Federal Regulations, Sections 164.501 and 164.512(b)(1)(i).)
- 3. **Protected Data Use and Disclosure Permitted by HIPAA:** To the extent a disclosure or use of Protected Data is a disclosure or use of “Protected Health Information” (PHI) of an individual, as that term is defined in Section 160.103 of Title 45, Code of Federal Regulations, the following Privacy Rule provisions apply to permit such Protected Data disclosure and/or use by CDPH and Data Recipient, without the consent or authorization of the individual who is the subject of the PHI:
 - a. The HIPAA Privacy Rule creates a special rule for a subset of public health disclosures whereby HIPAA cannot preempt state law if, “[t]he provision of state law, including state procedures established under such law, as applicable, provides for the reporting of disease or injury, child abuse, birth, or death, or for the conduct of public health surveillance, investigation, or intervention.” (Title 45, Code of Federal Regulations, Section 160.203(c).) [NOTE: See Sections IV.A and IV.B, above.];
 - b. A covered entity may disclose PHI to a “public health authority” carrying out public health activities authorized by law; (Title 45, Code of Federal Regulations, Section 164.512(b).); and

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- c. Other, non-public health-specific provisions of HIPAA may also provide the legal basis for all or specific Protected Data uses and disclosures.
- V. **Disclosure Restrictions:** The Data Recipient, and its employees or agents, shall protect from unauthorized disclosure any Protected Data. The Data Recipient shall not disclose, except as otherwise specifically permitted by this Agreement, any Protected Data to anyone other than CDPH, except if disclosure is allowed or required by state or federal law.
- VI. **Use Restrictions:** The Data Recipient, and its employees or agents, shall not use any Protected Data for any purpose other than carrying out the Data Recipient's obligations under the statutes and regulations set forth in Section IV, above, or as otherwise allowed or required by state or federal law.
- VII. **Safeguards:** Data Recipient shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the privacy, confidentiality, security, integrity, and availability of Protected Data, including electronic or computerized Protected Data. The Data Recipient shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Data Recipient's operations and the nature and scope of its activities in performing its legal obligations and duties (including performance of its duties and obligations under this Agreement), and which incorporates the requirements of Section VIII, Security, below. Data Recipient shall provide CDPH with Data Recipient's current and updated policies.
- VIII. **Security:** The Data Recipient shall take all steps necessary to ensure the continuous security of all computerized data systems containing Protected Data. These steps shall include, at a minimum:
- A. Complying with all of the data system security precautions listed in the Data Recipient Data Security Standards set forth in Attachment A to this Agreement;
- B. Providing a level and scope of security that is at least comparable to the level and scope of security established by the Office of Management and Budget (OMB) in OMB Circular No. A-130, Appendix III - Security of Federal Automated Information Systems, which sets forth guidelines for automated information systems in Federal agencies; and
- In case of a conflict between any of the security standards contained in any of the aforementioned sources of security standards, the most stringent shall apply. The most stringent means that safeguard which provides the highest level of protection to Protected Data from breaches and security incidents.
- IX. **Security Officer:** The Data Recipient shall designate a Security Officer to oversee its compliance with this Agreement and for communicating with CDPH on matters concerning this Agreement.
- X. **Training:** The Data Recipient shall provide training on its obligations under this Agreement, at its own expense, to all of its employees who assist in the performance of Data Recipient's obligations under this Agreement, or otherwise use or disclose Protected Data.
- A. The Data Recipient shall require each employee who receives training to sign a certification, indicating the employee's name and the date on which the training was completed.

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- B. The Data Recipient shall retain each employee's written certifications for CDPH inspection for a period of three years following contract termination.
- XI. Employee Discipline: Data Recipient shall discipline such employees and other Data Recipient workforce members who intentionally violate any provisions of this Agreement, including, if warranted, by termination of employment.
- XII. Employee/Contractor Security and Confidentiality Agreement: Prior to accessing protected data, Data Recipient employees and contractors will sign CDPH's confidentiality agreement, provide signed copies of these agreements to CDPH and review these agreements annually as required by law (See Attachment B, "Agreement by Employee/Contractor to Comply with Confidentiality Requirements" (CDPH 8689)).
- XIII. Breach and Security Incident Responsibilities:
- A. Notification to CDPH of Breach or Security Incident: The Data Recipient shall notify CDPH **immediately by telephone call plus e-mail or fax** upon the discovery of a breach (as defined in this Agreement), **or within 24 hours by e-mail or fax** of the discovery of any security incident (as defined in this Agreement). Notification shall be provided to the CDPH Program Manager, the CDPH Privacy Officer, and the CDPH Chief Information Security Officer, using the contact information listed in Section XII (E), below. If the breach or security incident occurs after business hours or on a weekend or holiday and involves Protected Data in electronic or computerized form, notification to CDPH shall be provided by calling the CDPH Information Technology Service Desk at the telephone numbers listed in Section XII (E), below. For purposes of this section, breaches and security incidents shall be treated as discovered by Data Recipient as of the first day on which such breach or security incident is known to the Data Recipient, or, by exercising reasonable diligence would have been known to the Data Recipient. Data Recipient shall be deemed to have knowledge of a breach or security incident if such breach or security incident is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the breach or security incident, who is an employee or agent of the Data Recipient.
- Data Recipient shall take:
1. Prompt corrective action to mitigate any risks or damages involved with the breach or security incident and to protect the operating environment; and
 2. Any action pertaining to a breach required by applicable federal and state laws, including, specifically, California Civil Code Section 1798.29.
- B. Investigation of Breach: The Data Recipient shall immediately investigate such breach or security incident, and within 72 hours of the discovery, shall inform the CDPH Program Manager, the CDPH Privacy Officer, and the CDPH Chief Information Security Officer of:

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1. What data elements were involved and the extent of the data involved in the breach, including, specifically, the number of individuals whose personal information was breached; and
 2. A description of the unauthorized persons known or reasonably believed to have improperly used the Protected Data and/or a description of the unauthorized persons known or reasonably believed to have improperly accessed or acquired the Protected Data, or to whom it is known or reasonably believed to have had the Protected Data improperly disclosed to them; and
 3. A description of where the Protected Data is believed to have been improperly used or disclosed; and
 4. A description of the probable causes of the breach or security incident; and
 5. Whether California Civil Code Section 1798.29 or any other federal or state laws requiring individual notifications of breaches have been triggered.
- C. Written Report: The Data Recipient shall provide a written report of the investigation to the CDPH Program Manager, the CDPH Privacy Officer, and the CDPH Chief Information Security Officer within five working days of the discovery of the breach or security incident. The report shall include, but not be limited to, the information specified above, as well as a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the breach or security incident, and measures to be taken to prevent the recurrence of such breach or security incident.
- D. Notification to Individuals: If notification to individuals whose information was breached is required under state or federal law, and regardless of whether Data Recipient is considered only a custodian and/or non-owner of the Protected Data, Data Recipient shall, at its sole expense, and at the sole election of CDPH, either:
1. Make notification to the individuals affected by the breach (including substitute notification), pursuant to the content and timeliness provisions of such applicable state or federal breach notice of laws. The CDPH Privacy Officer shall approve the time, manner and content of any such notifications, prior to the transmission of such notifications to the individuals; or
 2. Cooperate with and assist CDPH in its notification (including substitute notification) to the individuals affected by the breach.
- E. CDPH Contact Information: To direct communications to the above referenced CDPH staff, the Data Recipient shall initiate contact as indicated herein. CDPH reserves the right to make changes to the contact information below by giving written notice to the Data Recipient. Said changes shall not require an amendment to this Agreement.

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CDPH Program Manager	CDPH Privacy Officer	CDPH Chief Information Security Officer (and CDPH IT Service Desk)
Juliana Grant, Surveillance, Research and Evaluation Branch Chief Office of AIDS, CDPH, MS 7700, P.O. Box 997426 Sacramento, CA 95899-7426 Juliana.Grant@cdph.ca.gov Telephone: (916) 341-7016 Fax: (916) 449-5861	Privacy Officer Privacy Office, Office of Legal Services, CDPH 1415 L Street, Suite 600 Sacramento, CA 95814 privacy@cdph.ca.gov Telephone: (877) 421-9634	Chief Information Security Officer Information Security Office, CDPH, MS 6302 P.O. Box 997377 Sacramento, CA 95899-7377 cdphiso@cdph.ca.gov Telephone: IT Service Desk (916) 440-7000 or (800) 579-0874

- XIV. **Indemnification**: Data Recipient shall indemnify, hold harmless and defend CDPH from and against any and all claims, losses, liabilities, damages, costs and other expenses (including attorneys fees) that result from or arise directly or indirectly out of or in connection with any negligent act or omission or willful misconduct of Data Recipient, its officers, employees or agents relative to the Protected Data, including without limitation, any violations of Data Recipient’s responsibilities under this Agreement.
- XV. **Term of Agreement**: This Agreement shall remain in effect for three years after the latest signature date in the signature block below. After three years, this Agreement will expire without further action. If the parties wish to extend this Agreement, they may do so by reviewing, updating, and reauthorizing this Agreement. The newly signed agreement should explicitly supersede this Agreement, which should be referenced by Agreement Number and date in Section I of the new Agreement. If one or both of the parties wish to terminate this Agreement prematurely, they may do so upon 30 days advanced notice. CDPH may also terminate this Agreement pursuant to Section XV or XVII, below.
- XVI. **Termination for Cause**:
- A. **Termination Upon Breach**: A breach by Data Recipient of any provision of this Agreement, as determined by CDPH, shall constitute a material breach of the Agreement and grounds for immediate termination of the Agreement by CDPH. At its sole discretion, CDPH may give Data Recipient 30 days to cure the breach.
 - B. **Judicial or Administrative Proceedings**: Data Recipient will notify CDPH if it is named as a defendant in a criminal proceeding related to a violation of this Agreement. CDPH may terminate the Agreement if Data Recipient is found guilty of a criminal violation related to a violation of this Agreement. CDPH may terminate the Agreement if a finding or stipulation that the Data Recipient has violated any security or privacy laws is made in any administrative or civil proceeding in which the Data Recipient is a party or has been joined.
- XVII. **Return or Destruction of Protected Data on Expiration or Termination**: On expiration or termination of the agreement between Data Recipient and CDPH for any reason, Data Recipient shall return or destroy the Protected Data. If return or destruction is not feasible, Data Recipient shall explain to

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CDPH why, in writing, to the CDPH Program Manager, the CDPH Privacy Officer, and the CDPH Chief Information Security Officer, using the contact information listed in Section XIII (E), above.

- A. Retention Required by Law: If required by state or federal law, Data Recipient may retain, after expiration or termination, Protected Data for the time specified as necessary to comply with the law.
 - B. Obligations Continue Until Return or Destruction: Data Recipient's obligations under this Agreement shall continue until Data Recipient destroys the Protected Data or returns the Protected Data to CDPH; provided however, that on expiration or termination of the Agreement, Data Recipient shall not further use or disclose the Protected Data except as required by state or federal law.
 - C. Notification of Election to Destroy Protected Data: If Data Recipient elects to destroy the Protected Data, Data Recipient shall certify in writing, to the CDPH Program Manager, the CDPH Privacy Officer, and the CDPH Chief Information Security Officer, using the contact information listed in Section XIII (E), above, that the Protected Data has been destroyed.
- XVIII. Amendment: The parties acknowledge that federal and state laws relating to information security and privacy are rapidly evolving and that amendment of this Agreement may be required to provide for procedures to ensure compliance with such laws. The parties specifically agree to take such action as is necessary to implement new standards and requirements imposed by regulations and other applicable laws relating to the security or privacy of Protected Data. Upon CDPH request, Data Recipient agrees to promptly enter into negotiations with CDPH concerning an amendment to this Agreement embodying written assurances consistent with new standards and requirements imposed by regulations and other applicable laws. CDPH may terminate this Agreement upon 30-days written notice in the event:
- A. Data Recipient does not promptly enter into negotiations to amend this Agreement when requested by CDPH pursuant to this section; or
 - B. Data Recipient does not enter into an amendment providing assurances regarding the safeguarding of Protected Data that CDPH in its sole discretion deems sufficient to satisfy the standards and requirements of applicable laws and regulations relating to the security or privacy of Protected Data.
- XIX. Assistance in Litigation or Administrative Proceedings: Data Recipient shall make itself and any employees or agents assisting Data Recipient in the performance of its obligations under this Agreement, available to CDPH at no cost to CDPH to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CDPH, its director, officers or employees based upon claimed violation of laws relating to security and privacy, which involves inactions or actions by the Data Recipient, except where Data Recipient or its employee or agent is a named adverse party.
- XX. Disclaimer: CDPH makes no warranty or representation that compliance by Data Recipient with this Agreement will be adequate or satisfactory for Data Recipient's own purposes or that any information in Data Recipient's possession or control, or transmitted or received by Data Recipient, is or will be

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secure from unauthorized use or disclosure. Data Recipient is solely responsible for all decisions made by Data Recipient regarding the safeguarding of Protected Data.

- XXI. Transfer of Rights: Data Recipient has no right and shall not subcontract, delegate, assign, or otherwise transfer or delegate any of its rights or obligations under this Agreement to any other person or entity. Any such transfer of rights shall be null and void.
- XXII. No Third-Party Beneficiaries: Nothing expressed or implied in the terms and conditions of this Agreement is intended to confer, nor shall anything herein confer, upon any person other than CDPH or Data Recipient and their respective successors or assignees, any rights, remedies, obligations or liabilities, whatsoever.
- XXIII. Interpretation: The terms and conditions in this Agreement shall be interpreted as broadly as necessary to implement and comply with regulations and applicable State and Federal laws. The parties agree that any ambiguity in the terms and conditions of this Agreement shall be resolved in favor of a meaning that complies and is consistent with federal and state laws.
- XXIV. Survival: The respective rights and obligations of Data Recipient under Sections VII, VIII and XII of this Agreement shall survive the termination or expiration of this Agreement .
- XXV. Entire Agreement: This Agreement constitutes the entire agreement between CDPH and Data Recipient. Any and all modifications of this Agreement must be in writing and signed by all parties. Any oral representations or agreements between the parties shall be of no force or effect.
- XXVI. Severability: The invalidity in whole or in part of any provisions of this Agreement shall not void or affect the validity of any other provisions of this Agreement.
- XXVII. Signatures:

IN WITNESS, WHEREOF, the Parties have executed this Agreement as follows:

On behalf of the Data Recipient, [insert name of LHO, LHD or other recipient of data] , the undersigned individual hereby attests that he or she is authorized to enter into this Agreement and agrees to abide by and enforce all the terms specified herein.

(Name of Representative of [insert name of LHO, LHD or other recipient of data])

(Title)

(Signature)

(Date)

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On behalf of CDPH, the undersigned individual hereby attests that he or she is authorized to enter into this Agreement and agrees to all the terms specified herein.

(Name of CDPH Representative)

(Title)

(Signature) (Date)

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**Attachment A
Data Recipient Data Security Standards**

1. General Security Controls

- a. **Confidentiality Statement.** All persons that will be working with Protected Data must sign a confidentiality statement. The statement must include at a minimum, General Use, Security and Privacy Safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by the workforce member prior to access to Protected Data. The statement must be renewed annually. The Data Recipient shall retain each person's written confidentiality statement for CDPH inspection for a period of three years following contract termination.
- b. **Background check.** Before a member of the Data Recipient's workforce may access Protected Data, Data Recipient must conduct a thorough background check of that worker and evaluate the results to assure that there is no indication that the worker may present a risk for theft of confidential data. The Data Recipient shall retain each workforce member's background check documentation for a period of three years following contract termination.
- c. **Workstation/Laptop encryption.** All workstations and laptops that process and/or store Protected Data must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher. The encryption solution must be full disk unless approved by the CDPH Information Security Office.
- d. **Server Security.** Servers containing unencrypted Protected Data must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.
- e. **Minimum Necessary.** Only the minimum necessary amount of Protected Data required to perform necessary business functions may be copied, downloaded, or exported.
- f. **Removable media devices.** All electronic files that contain Protected Data must be encrypted when stored on any removable media or portable device (i.e., USB thumb drives, floppies, CD/DVD, Blackberry, back-up tapes, etc.). Must be encrypted using a FIPS 140-2 certified algorithm, such as AES, with a 128bit key or higher.
- g. **Antivirus software.** All workstations, laptops, and other systems that process and/or store Protected Data must install and actively use a comprehensive anti-virus software solution with automatic updates scheduled at least daily.
- h. **Patch Management.** All workstations, laptops, and other systems that process and/or store Protected Data must have security patches applied, with system reboot if necessary. There must be a documented patch management process which determines installation timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches must be installed within 30 days of vendor release.

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- i. **User IDs and Password Controls.** All users must be issued a unique user name for accessing Protected Data. Username must be promptly disabled, deleted, or the

password changed upon the transfer or termination of an employee with knowledge of the password. Passwords: are not to be shared; must be at least eight characters; must be a non-dictionary word; must not be stored in readable format on the computer; must be changed every 60 days; must be changed if revealed or compromised and must be composed of characters from at least three of the following four groups from the standard keyboard:

- Upper case letters (A-Z);
- Lower case letters (a-z);
- Arabic numerals (0-9); and
- Non-alphanumeric characters (punctuation symbols).

- j. **Data Sanitization.** All Protected Data must be sanitized using NIST Special Publication 800-88 standard methods for data sanitization when the CDPH PSCI is no longer needed.

2. System Security Controls

- a. **System Timeout.** The system must provide an automatic timeout, requiring re-authentication of the user session after no more than 20 minutes of inactivity.
- b. **Warning Banners.** All systems containing Protected Data must display a warning banner stating that data is confidential, systems are logged, and system use is for business purposes only. User must be directed to log off the system if they do not agree with these requirements.
- c. **System Logging.** The system must maintain an automated audit trail which can identify the user or system process which initiates a request for Protected Data, or which alters Protected Data. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users. If Protected Data is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least three years after occurrence.
- d. **Access Controls.** The system must use role based access controls for all user authentications, enforcing the principle of least privilege.
- e. **Transmission encryption.** All data transmissions of Protected Data outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm, such as AES, with a 128bit key or higher. Encryption can be end to end at the network level, or the data files containing Protected Data can be encrypted. This requirement pertains to any type of Protected Data in motion such as website access, file transfer, and e-mail.
- f. **Intrusion Detection.** All systems involved in accessing, holding, transporting, and protecting Protected Data that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.

Exhibit G

CALIFORNIA ENHANCED HIV/AIDS CASE REPORTING SYSTEM DATA USE AND DISCLOSURE AGREEMENT

3. Audit Controls

- a. **System Security Review.** All systems processing and/or storing Protected Data must have at least an annual system risk assessment/security review which provides assurance that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection. Reviews shall include vulnerability scanning tools.
- b. **Log Reviews.** All systems processing and/or storing Protected Data must have a routine procedure in place to review system logs for unauthorized access.
- c. **Change Control.** All systems processing and/or storing Protected Data must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity and availability of data.

4. Business Continuity/Disaster Recovery Controls

- a. **Disaster Recovery.** Data Recipient must establish a documented plan to enable continuation of critical business processes and protection of the security of electronic Protected Data in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this agreement for more than 24 hours.
- b. **Data Backup Plan.** Data Recipient must have established documented procedures to back-up Protected Data to maintain retrievable exact copies of Protected Data. The plan must include a regular schedule for making backups, storing backups offsite, an inventory of back-up media, and the amount of time to restore Protected Data should it be lost. At a minimum, the schedule must be a weekly full backup and monthly offsite storage of CDPH data.

5. Paper Document Controls

- a. **Supervision of Data.** Protected Data in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information is not being observed by an employee authorized to access the information. Protected Data in paper form shall not be left unattended at any time in vehicles, planes, trains, or any other modes of transportation and shall not be checked in baggage on commercial airplanes.
- b. **Escorting Visitors.** Visitors to areas where Protected Data is contained shall be escorted and CDPH PHI shall be kept out of sight while visitors are in the area.
- c. **Confidential Destruction.** Protected Data must be disposed of through confidential means, using NIST Special Publication 800-88 standard methods for data sanitization when the CDPH PSCI is no longer needed.

Exhibit G

**CALIFORNIA ENHANCED HIV/AIDS CASE REPORTING SYSTEM
DATA USE AND DISCLOSURE AGREEMENT**

- d. **Removal of Data.** Protected Data must not be removed from the premises of the Data Recipient except with express written permission of CDPH.
- e. **Faxing.** Faxes containing Protected Data shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending.
- f. **Mailing.** Protected Data shall only be mailed using secure methods. Large volume mailings of CDPH PHI shall be by a secure, bonded courier with signature required on receipt. Disks and other transportable media sent through the mail must be encrypted with a CDPH-approved solution, such as a solution using a vendor product specified on the CSSI.

Exhibit G

**CALIFORNIA ENHANCED HIV/AIDS CASE REPORTING SYSTEM
DATA USE AND DISCLOSURE AGREEMENT**

Attachment B

Agreement by Employee/Contractor to Comply with Confidentiality Requirements

Summary of Statutes Pertaining to Confidential Public Health Records and Penalties for Disclosure

All HIV/AIDS case reports and any information collected or maintained in the course of surveillance-related activities that may directly or indirectly identify an individual are considered *confidential public health record(s)* under California Health and Safety Code (HSC), Section 121035(c) and must be handled with the utmost confidentiality. Furthermore, HSC §121025(a) prohibits the disclosure of HIV/AIDS-related public health records that contain any personally identifying information to any third party, unless authorized by law for public health purposes, or by the written consent of the individual identified in the record or his/her guardian/conservator. Except as permitted by law, any person who negligently discloses information contained in a confidential public health record to a third party is subject to a civil penalty of up to \$5,000 plus court costs, as provided in HSC §121025(e)(1). Any person who willfully or maliciously discloses the content of a public health record, except as authorized by law, is subject to a civil penalty of \$5,000-\$25,000 plus court costs as provided by HSC §121025(e)(2). Any willful, malicious, or negligent disclosure of information contained in a public health record in violation of state law that results in economic, bodily, or psychological harm to the person named in the record is a misdemeanor, punishable by imprisonment for a period of up to one year and/or a fine of up to \$25,000 plus court costs (HSC §121025(e)(3)). Any person who is guilty of a confidentiality infringement of the foregoing type may be sued by the injured party and shall be personally liable for all actual damages incurred for economic, bodily, or psychological harm as a result of the breach (HSC §121025(e)(4)). Each disclosure in violation of California law is a separate, actionable offense (HSC §121025(e)(5)).

Because an assurance of case confidentiality is the foremost concern of the California Department of Public Health, Office of AIDS (CDPH/OA), any actual or potential breach of confidentiality shall be immediately reported. In the event of any suspected breach, staff shall immediately notify the director or supervisor of the local health department's HIV/AIDS surveillance unit who in turn shall notify the CDPH/OA Surveillance Section Chief or designee. CDPH/OA, in conjunction with the local health department and the local health officer shall promptly investigate the suspected breach. Any evidence of an actual breach shall be reported to the law enforcement agency that has jurisdiction.

Employee Confidentiality Pledge

I recognize that in carrying out my assigned duties, I may obtain access to private information about persons diagnosed with HIV or AIDS that was provided under an assurance of confidentiality. I understand that I am prohibited from disclosing or otherwise releasing any personally identifying information, either directly or indirectly, about any individual named in any HIV/AIDS confidential public health record. Should I be responsible for any breach of confidentiality, I understand that civil and/or criminal penalties may be brought against me. I acknowledge that my responsibility to ensure the privacy of protected health information contained in any electronic records, paper documents, or verbal communications to which I may gain access shall not expire, even after my employment or affiliation with the Department has terminated.

By my signature, I acknowledge that I have read, understand, and agree to comply with the terms and conditions above.

_____ Employee name (print)	_____ Employee Signature	_____ Date
--------------------------------	-----------------------------	---------------

_____ Supervisor name (print)	_____ Supervisor Signature	_____ Date
----------------------------------	-------------------------------	---------------

Name of Employer

PLEASE RETAIN A COPY OF THIS DOCUMENT FOR YOUR RECORDS.

Exhibit H HIV/AIDS Confidentiality Agreement

Summary of Statutes Pertaining to Confidential Public Health Records and Penalties for Disclosure

All HIV/AIDS case reports and any information collected or maintained in the course of surveillance-related activities that may directly or indirectly identify an individual are considered *confidential public health record(s)* under California Health and Safety Code (HSC) Section 121035(c) and must be handled with the utmost confidentiality. Furthermore, HSC §121025(a) prohibits the disclosure of HIV/AIDS-related public health records that contain any personally identifying information to any third party, unless authorized by law for public health purposes, or by the written consent of the individual identified in the record or his/her guardian/conservator. Except as permitted by law, any person who negligently discloses information contained in a confidential public health record to a third party is subject to a civil penalty of up to \$2,500 plus court costs, as provided in HSC §121025(e)(1). Any person who willfully or maliciously discloses the content of a public health record, except as authorized by law, is subject to a civil penalty of \$5,000-\$10,000 plus court costs as provided by HSC §121025(e)(2). Any willful, malicious, or negligent disclosure of information contained in a public health record in violation of state law that results in economic, bodily, or psychological harm to the person named in the record is a misdemeanor, punishable by imprisonment for a period of up to one year and/or a fine of up to \$25,000 plus court costs (HSC §121025(e)(3)). Any person who is guilty of a confidentiality infringement of the foregoing type may be sued by the injured party and shall be personally liable for all actual damages incurred for economic, bodily, or psychological harm as a result of the breach (HSC §121025(e)(4)). Each disclosure in violation of California law is a separate, actionable offense (HSC §121025(e)(5)).

Because an assurance of case confidentiality is the foremost concern of the California Department of Health Services, Office of AIDS (OA), any actual or potential breach of confidentiality shall be immediately reported. In the event of any suspected breach, staff shall immediately notify the director or supervisor of the local health department's HIV/AIDS surveillance unit who in turn shall notify the Chief of the HIV/AIDS Case Registry Section or designee. OA, in conjunction with the local health department and the local health officer shall promptly investigate the suspected breach. Any evidence of an actual breach shall be reported to the law enforcement agency that has jurisdiction.

Employee Confidentiality Pledge

I recognize that in carrying out my assigned duties, I may obtain access to private information about persons diagnosed with HIV or AIDS that was provided under an assurance of confidentiality. I understand that I am prohibited from disclosing or otherwise releasing any personally identifying information, either directly or indirectly, about any individual named in any HIV/AIDS confidential public health record. Should I be responsible for any breach of confidentiality, I understand that civil and/or criminal penalties may be brought against me. I acknowledge that my responsibility to ensure the privacy of protected health information contained in any electronic records, paper documents, or verbal communications to which I may gain access shall not expire, even after my employment or affiliation with the Department has terminated.

By my signature, I acknowledge that I have read, understand, and agree to comply with the terms and conditions of this Confidentiality Agreement.

<hr/> <p>Employee name (printed)</p>	<hr/> <p>Employee signature</p>	<hr/> <p>Date</p>
<hr/> <p>Supervisor name (printed)</p>	<hr/> <p>Supervisor signature</p>	<hr/> <p>Date</p>
<hr/> <p>Chief name (printed) HIV/AIDS Case Registry Section Office of AIDS California Department of Health Services</p>	<hr/> <p>Chief signature</p>	<hr/> <p>Date</p>

Contractor's Release

Instructions to Contractor:

With final invoice(s) submit one (1) original and one (1) copy. The original must bear the original signature of a person authorized to bind the Contractor. The additional copy may bear photocopied signatures.

Submission of Final Invoice

Pursuant to **contract number** 16-10785 entered into between the State of California Department of Public Health (CDPH) and the Contractor (identified below), the Contractor does acknowledge that final payment has been requested via **invoice number(s)** _____, in the **amount(s) of \$** _____ and **dated** _____
If necessary, enter "See Attached" in the appropriate blocks and attach a list of invoice numbers, dollar amounts and invoice dates.

Release of all Obligations

By signing this form, and upon receipt of the amount specified in the invoice number(s) referenced above, the Contractor does hereby release and discharge the State, its officers, agents and employees of and from any and all liabilities, obligations, claims, and demands whatsoever arising from the above referenced contract.

Repayments Due to Audit Exceptions / Record Retention

By signing this form, Contractor acknowledges that expenses authorized for reimbursement does not guarantee final allowability of said expenses. Contractor agrees that the amount of any sustained audit exceptions resulting from any subsequent audit made after final payment will be refunded to the State.

All expense and accounting records related to the above referenced contract must be maintained for audit purposes for no less than three years beyond the date of final payment, unless a longer term is stated in said contract.

Recycled Product Use Certification

By signing this form, Contractor certifies under penalty of perjury that a minimum of 0% unless otherwise specified in writing of post consumer material, as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether it meets the requirements of Public Contract Code Section 12209. Contractor specifies that printer or duplication cartridges offered or sold to the State comply with the requirements of Section 12156(e).

Reminder to Return State Equipment/Property (If Applicable)

(Applies only if equipment was provided by CDPH or purchased with or reimbursed by contract funds)

Unless CDPH has approved the continued use and possession of State equipment (as defined in the above referenced contract) for use in connection with another CDPH agreement, Contractor agrees to promptly initiate arrangements to account for and return said equipment to CDPH, at CDPH's expense, if said equipment has not passed its useful life expectancy as defined in the above referenced contract.

Patents / Other Issues

By signing this form, Contractor further agrees, in connection with patent matters and with any claims that are not specifically released as set forth above, that it will comply with all of the provisions contained in the above referenced contract, including, but not limited to, those provisions relating to notification to the State and related to the defense or prosecution of litigation.

ONLY SIGN AND DATE THIS DOCUMENT WHEN ATTACHING TO THE FINAL INVOICE

Contractor's Legal Name (as on contract): County of Mono

Signature of Contractor or Official Designee: _____ Date: _____

Printed Name/Title of Person Signing: _____

CDPH Distribution: Accounting (Original) Program



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE March 14, 2017

Departments: Behavioral Health

TIME REQUIRED

SUBJECT Mental Health Services Act Three
Year Plan Adoption

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

Board approval of Mental Health Services Act three-year plan, 2014-2017. The Mental Health Services Act three-year plan is established to help guide the use of MHSA funding for the county Mental Health Program.

RECOMMENDED ACTION:

Approve Mental Health Services Act three-year plan for 2014-2017. Provide any desired direction to staff.

FISCAL IMPACT:

There is no fiscal impact to the Mono County General Fund. Distribution percentages are based on annual tax returns, with a lag time of up to two years before the county receives the funding.

CONTACT NAME: Robin Roberts

PHONE/EMAIL: 760-924-1740 / rroberts@mono.ca.gov

SUBMIT THE ORIGINAL DOCUMENT WITH
ATTACHMENTS TO THE OFFICE OF
THE COUNTY ADMINISTRATOR
PRIOR TO 5:00 P.M. ON THE FRIDAY
32 DAYS PRECEDING THE BOARD MEETING

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[Staff Report MHSA Three-Year Plan](#)

[Mental Health Services Act \(MHSA\) 2014-2017 Three Year Plan](#)

History

Time	Who	Approval
3/7/2017 12:18 PM	County Administrative Office	Yes
3/7/2017 9:17 AM	County Counsel	Yes
3/7/2017 3:25 PM	Finance	Yes



MONO COUNTY BEHAVIORAL HEALTH DEPARTMENT

COUNTY OF MONO

P. O. BOX 2619 MAMMOTH LAKES, CA 93546 (760) 924-1740 FAX: (760) 924-1741

TO: Mono County Board of Supervisors
FROM: Robin K. Roberts, Behavioral Health Director
DATE: March 1, 2017

SUBJECT:

Board approval of Mental Health Services Act three-year plan, 2014-2017. The Mental Health Services Act three-year plan is established to help guide the use of MHSA funding for the county Mental Health Program.

DISCUSSION:

The Mental Health Services Act was created by the State of California in 2004. It is a 1% tax on income more than \$1 million to expand mental health services in county's. The annual amount of funding state wide is approximately \$2.1 billion of which Mono County Behavioral Health (MCBH) gets a portion (based on population size). This funding allows MCBH to provide much needed services in our county including, but not limited to, school programs, the Benton and Bridgeport community social events, funding for the First Five Peapod and Healthy Ideas (Senior Center), etc. This plan is vetted in our various communities as well as by our Behavioral Health Advisory Board.

FISCAL IMPACT:

There is no fiscal impact to the Mono County General Fund.
Distribution percentages are based on annual tax returns, with a lag time of up to two years before the county receives the funding.

SUBMITTED BY:

Robin K. Roberts, Director of Behavioral Health, Contact: 760.924.1740



Mono County Behavioral Health

Mental Health Services Act

FY 2014-2017 Three-Year Program and Expenditure Plan

Including Supplemental MHSA FY 2015-2016 & 2016-2017 Annual Updates

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MONO COUNTY MHSA FY 2014-2017 THREE-YEAR PROGRAM AND EXPENDITURE PLAN

MHSA COUNTY FISCAL ACCOUNTABILITY CERTIFICATION*

***To be completed following the public comment period.**

County/City: Mono

Three-Year Program and Expenditure Plan

Annual Update

Annual Revenue and Expenditure Report

Mono County Behavioral Health Director: Name: Robin K. Roberts Telephone number: 760-924-1740 E-mail: rroberts@mono.ca.gov	Mono County Finance Director Name: Janet Dutcher Telephone number: 760-932-5494 Email: jdutcher@mono.ca.gov
Mono County Behavioral Health Mailing Address: PO Box 2619/452 Old Mammoth Road, Third Floor Mammoth Lakes, CA 93546	

I hereby certify that the Three-Year Program and Expenditure Plan, Annual Update or Annual Revenue and Expenditure Report is true and correct and that the County has complied with all fiscal accountability requirements as required by law or as directed by the State Department of Health Care Services and the Mental Health Services Oversight and Accountability Commission, and that all expenditures are consistent with the requirements of the Mental Health Services Act (MHSA), including Welfare and Institutions Code (WIC) sections 5813.5, 5830, 5840, 5847, 5891, and 5892; and Title 9 of the California Code of Regulations sections 3400 and 3410. I further certify that all expenditures are consistent with an approved plan or update and that MHSA funds will only be used for programs specified in the Mental Health Services Act. Other than funds placed in a reserve in accordance with an approved plan, any funds allocated to a county which are not spent for their authorized purpose within the time period specified in WIC section 5892(h), shall revert to the state to be deposited into the fund and available for other counties in future years.

I declare under penalty of perjury under the laws of this state that the foregoing and the attached update/report are true and correct to the best of my knowledge.

Robin K. Roberts
Behavioral Health Director (PRINT)

Signature

Date

I hereby certify that for the fiscal year ended June 30, 2015, the County/City has maintained an interest-bearing local Mental Health Services (MHS) Fund (WIC 5892(f)); and that the County's/City's financial statements are audited annually by an independent auditor and the most recent audit report is dated for the fiscal year ended June 30, 2015. I further certify that for the fiscal year ended June 30, 2015, the State MHSA distributions were recorded as revenues in the

local MHS Fund; that County/City MHSA expenditures and transfers out were appropriated by the Board of Supervisors and recorded in compliance with such appropriations; and that the County/City has complied with WIC section 5891(a), in that local MHS funds may not be loaned to a county general fund or any other county fund.

I declare under penalty of perjury under the laws of this state that the foregoing and the attached report is true and correct to the best of my knowledge.

Janet Dutcher _____
Mono County Finance Director (PRINT) Signature Date

Welfare and Institutions Code Sections 5847(b) (9) and 5899(a)
Three-Year Program and Expenditure Plan, Annual Update, and RER Certification (02/14/2013)

MONO COUNTY SNAPSHOT

Mono County is a frontier county, bordering the state of Nevada to the north and east and the Sierra Nevada Mountains to the west. Other than Mammoth Lakes, which boasts a year round population of 7,000, the remainder of the county consists of small communities ranging in population from less than 300 to about 1,200 people. The northern part of the county encompasses the small towns of Topaz, Walker, and Coleville. Bridgeport, the county seat, is 35 miles south of these three small communities. The central part of the county includes the communities of Lee Vining, June Lake, Crowley Lake, the Wheeler Crest communities, and, of course, Mammoth Lakes. In the southeast sector lie Benton and Chalfant.

According to the 2015 Census statistics, the total population of Mono County is 13,909, a 2.1 percent decrease since the 2010 Census. The ethnic distribution of Mono County is 27.7 percent Latino/Hispanic, 2.1 percent Native American, and 65.6 percent white (this does not include undocumented Latino/Hispanic residents). About one quarter of the population speaks a language other than English at home. The county is comprised of 47 percent female residents and 53 percent male residents. Approximately 19 percent of the population is under the age of 18 (5 percent are under 5) and 13 percent of the population is 65 and over.

Mono County's inhabited areas range in altitude from 5,000 to 8,500 feet; winters can be long and harsh with occasional road closures. Residents primarily earn their livelihoods through government service and retail trades related to tourism and agriculture. The median income is \$61,814; 11.3 percent of Mono County residents live in poverty; the median value of owner-occupied housing units is \$324,600. Schools are located in Coleville, Bridgeport, Lee Vining, Benton, and Mammoth Lakes, each 25-45 miles from the next. Mono County has two school districts: Mammoth Unified and Eastern Sierra Unified.

Several of Mono County's communities are year-round resorts and include a number of multi-million dollar homes belonging to second homeowners. However, many year-round residents struggle to make ends meet, often having more than one job. Additionally, the Mammoth Lakes tourist-related businesses, such as the ski area, promulgate a resort atmosphere that normalizes excessive alcohol consumption.

COMMUNITY PROGRAM PLANNING

A critical step in the MHSA Three-Year plan is engaging community stakeholders so that they can provide input on the allocation of the county's MHSA funds. For this Three-Year plan, MCBH worked with stakeholders through several different avenues, one of which was conducting a series of surveys created by IDEA Consulting. These surveys are outlined below:

1. Adult Survey
 - a. Including consumers, family members, allied agency staff, behavioral health staff, and community members
 - b. Administered summer 2015
 - c. 40 participants with representation from multiple communities in Mono County, ranging from 16-60+ years old
 - d. 62 percent of participants were female, 32 percent male, 6 percent other
 - e. 60 percent of participants were White/Caucasian, 34 percent were Hispanic
 - f. For a full break down of demographics and survey results, see [MHSA Survey Results](#).
2. School Personnel Survey
 - a. Including teachers and administrators
 - b. Administered spring 2015
 - c. 7 participants, all White/Caucasian
 - d. For a full break down of demographics and survey results, [MHSA Survey Results](#).

MCBH also engaged stakeholders quarterly during Cultural Outreach Committee meetings and Behavioral Health Advisory Board (BHAB) meetings. Attendees at these meetings are regularly briefed on ongoing MHSA programs and have an opportunity to discuss the programs they are working on, and the needs they have observed in the community. For example, engagement with the Cultural Outreach Committee led to the identification of needs within the Hispanic community and the creation of the Foro Latino events as a mechanism for decreasing stigma surrounding mental health.

At the BHAB meetings, members regularly discuss housing, crisis intervention/stabilization, school mental health, senior mental health, jail re-entry, and integrating medical systems. Stakeholders are engaged in assessing needs and identifying solutions – oftentimes inter-agency solutions. Over the last year, both the professional stakeholders and client stakeholders on the BHAB have been closely involved in identifying housing as a significant need in Mono County and have been involved in the planning and engagement stages around the Davison House project. The BHAB is also planning several community forums for winter/spring 2017 that will address public concerns around this project.

Additionally, MCBH's Director frequently educates community groups and key community partners/stakeholders about the department's MHSA programs, a process that leads to informal needs assessment/information gathering. For example, she has presented on MHSA programs before the Mono County Rotary Club, the Multi-Agency Council, and the MAG. These presentations include significant discussion and feedback sessions surrounding community needs and services. Following these meetings, she has reported that she also always engages with people on an individual level who have questions about treatment for a friend, family member, or themselves. Finally, she also assesses MHSA needs and services through smaller scale meetings with partners like Mammoth Hospital, the Mono County Sheriff, etc.

Together, these engagement activities provided valuable and meaningful input about the unique needs of our community and allowed us to develop an MHSA program that is specifically

designed for our county. Through these activities, we were able to reach a range of populations within the county, including consumers, their families, allied agencies (social services, law enforcement, etc.), behavioral health employees, members of the Hispanic community, and community leaders. Consumers, their providers, and their families were engaged through the distribution of electronic surveys. Allied agencies, members of the Hispanic community, and community leaders were engaged through committee and other meetings. Mono County believes that it has reached a wide range of voices and perspectives, and took great care to inform these stakeholders how valuable their input was throughout the process.

The proposed Three-Year Plan integrates stakeholder and survey input, as well as service utilization data, to analyze community needs and determine the most effective way to utilize our MHSA funding to expand services, improve access, and meet the needs of our unserved/underserved populations. The MHSA Three-Year Plan planning, development, and evaluation activities were also discussed with the Mono County Behavioral Health Advisory Committee members. There was strong support of the vision and goals for this Three-Year Plan and full support with the budget details.

In the next Three-Year Plan, MCBH plans to formalize its Community Program Planning process with a wider survey sample, focus groups with specific populations (seniors, youth, providers, etc.), and key informant interviews.

LOCAL REVIEW PROCESS

30-day Public Comment Period Dates: December 22, 2016 – January 23, 2017

Date of Public Hearing: January 26, 2017, 5:30 pm, Sierra Wellness Center, Sierra Center Mall, Second Floor

Describe methods used to circulate, for the purpose of public comment, the annual update.

At the beginning of the public comment period for Mono County’s MHSa Three-Year Plan, the MHSa Coordinator placed ads in three different local newspapers that have county-wide distribution: The Mammoth Times (ad appeared on December 22nd), The Sheet (ad appeared on December 24th), and El Sol de la Sierra (ad appeared on December 28th). MCBH advertised the public comment period and community meeting again close to the end of the period. The MHSa Coordinator again placed ads in the three papers. The ads ran on January 18th, January 21st, and January 18th, respectively. To ensure that multiple populations received the ad – and to promote cultural competency – the version that appeared in El Sol was in Spanish. See below for photos of the ads placed.

Solicitud de Comentario Público
Acta de Servicios de Salud Mental Plan de Tres Años

Salud Mental del Condado de Mono invita a la comunidad para:

- 1 Accesar el plan:
www.monocounty.ca.gov/behavioral-health y hacer clic en "Resources" (recursos)
- 2 Mandar comentarios por correo electrónico a:
agreenberg@mono.ca.gov
- 3 Compartir su opinión en la junta para la comunidad:
El 26 de Enero a las 5:30 p.m.
Centro de Bienestar
Sierra Center Mall, Segundo Piso

Public Input Sought
Mental Health Services Act Three-Year Plan

Mono County Behavioral Health invites the public to:

- 1 Access the plan at:
www.monocounty.ca.gov/behavioral-health & click *Resources*
- 2 Send comments via email to:
agreenberg@mono.ca.gov
- 3 Share input at a community meeting:
January 26th at 5:30 p.m.
Sierra Wellness Center
Sierra Center Mall, Second Floor

Additionally, flyers were placed at key locations throughout Mono County. For example, in Mammoth Lakes, flyers in English and Spanish were posted at the post office, Behavioral Health office, Public Health office, Mammoth Hospital, and the Mono County Free Library. Flyers were also posted in the outlying communities of Bridgeport, Benton, and Walker. All the public comment advertisements invited community members to seek out the report online, email comments to the MHSa Coordinator, and attend a public meeting on January 26th. Additionally, the flyers provided some information about the Mental Health Services Act.

Provide information on the public hearing held by the local mental health board after the close of the 30-day review.

The public hearing took place on January 26th at 5:30 pm at the Sierra Wellness Center, which is located on the second story of the Sierra Center Mall in Mammoth Lakes, CA. Five people attended, including two staff members, two members of the Behavioral Health Advisory Board, and one client. Pizza was provided and the meeting ended at 6:30 pm.

Include summary of substantive recommendations received during the stakeholder review and public hearing, and responses to those comments.

Despite MCBH's best efforts at advertising the public comment period and public hearing, no comments were called in or emailed prior to the meeting and only one client, two staff, and two board members attended the hearing. However, the comments shared at the meeting were thoughtful and thought-provoking. The staff and board members discussed some of the programming achievements of the last three years and programs that are upcoming in the next three years. The client who attended shared his story of working with MCBH and some of the concerns he sees in the community. For the purposes of this report, we will refer to this client as Chris, which is not his real name.

Chris has worked with MCBH for a number of years and had positive things to say about his therapist, case manager, and the telepsychiatry program. He discussed challenges with his medications and how the staff worked together to get him on a better medication routine. Chris also shared that he felt safe in the MCBH environment, that he trusts the staff to maintain confidentiality, and that he never felt "lost in the shuffle." He said that staff were always on the ball, great at follow-up calls, kind, considerate, and consistent. He believes that Mono County is lucky to have such a great quality of care in our small community.

Chris also shared his concerns about the community at the public comment meeting. His greatest concern is finding a way to "bridge the gap" of getting people services before they hit crisis levels. He shared his own experience of how it took a crisis to get him to services. The meeting attendees discussed ways that MCBH might bridge this gap, citing the Brave Faces campaign in Shasta County and other stigma reduction programs that currently exist in Mono County and elsewhere. Chris stated his desire to be an advocate for MCBH's services, but noted that he doesn't always know how to talk to families and individuals that might need help. Meeting attendees also talked about using "incentives" like babysitting to encourage parents to attend groups and other services.

Overall, the public comment meeting was a mixture of positive feedback about the current work that MCBH is doing and ideas for reaching out to other community members who might need help. MCBH has introduced several programs, including the Latino Forums, designed to increase outreach in the community over the last three years. The department plans to introduce additional outreach and stigma reduction programs in the next three-year plan, which MCBH is beginning in spring 2017.

Include a description of any substantive changes made to the plan or annual update that was circulated.

Due to the positive nature of stakeholder comments, no substantive changes were made to this plan. That said, the comments shared during the public meeting will be integrated into the next three-year plan planning cycle, which Mono County is about to begin. For example, during the

public meeting, an idea was shared that owners of all the small markets in Mono County's outlying communities could have valuable information about their community's needs. In the community engagement process for the 2017-2020 MHSA Three-Year Plan, the MHSA Coordinator will conduct key informant interviews with these community members.

COMMUNITY SERVICES AND SUPPORTS

The MCBH MHSA Community Supports and Services (CSS) program will continue to provide services to all ages [children (ages 0-17); transition age youth (ages 16-25); adults (ages 18-59); older adults (ages 60+)]; all genders; and all races/ethnicities. The CSS Program includes Full Service Partnerships, which embrace a “whatever it takes” service approach to helping individuals achieve their goals. Services for all populations help reduce ethnic disparities, offer peer support, and promote values-driven, evidence-based practices to address each individual’s mental health needs. These services emphasize wellness, recovery, and resiliency and offer integrated services for clients of all ages and their families. Services are delivered in a timely manner and are sensitive to the cultural needs of each individual.

Outreach and Engagement Programs, Services, and Activities

MCBH provides a number of CSS programs, services, and activities that fall into the outreach and engagement category. The department operates two wellness centers: one in Mammoth Lakes and one in the outlying community of Walker. Activities hosted at these centers range from Family Dinner and a Movie Night to yoga, cooking, and nutrition classes. Additionally, MCBH hosts a popular youth program for 12-18 years olds through the Sierra Wellness Center in Mammoth. This program meets 2-3 times per week and has a regular attendance of 4-7 young people. The Sierra Wellness Center as a whole serves approximately 50 clients/month with an average age of 42. The population served at this wellness center is primarily Caucasian with a small percentage of Hispanic attendees.

The MCBH Cultural Outreach Committee was formed specifically to develop programming and discuss concerns related to the Hispanic and Native American communities. At this time, the committee is comprised of five bi-lingual/bi-cultural staff members, as well as two other staff members. This committee planned and executed two Latino forums in FY 2015-2016; together, these events attracted approximately 40 attendees. Attendees ranged in age from 25-50 years old, the vast majority were Latino women, and a few women brought their children. Dinner was provided; the average cost/attendee at the first event was \$6/person; the average cost/attendee at the second event was \$14/person. Additional forums are planned for FY 2016-2017.

In a further effort to reach out to Mono County's large Hispanic population and improve interagency cultural competency, MCBH plays an active role on the Mammoth Lakes Police Department (MLPD) Hispanic Advisory Committee. The Committee was created in order to provide a safe environment to build trust between the MLPD and the Latino Community. Within the Mono County Latino community, immigration status has been identified as a critical cause of stress and anxiety; therefore, a key goal of this committee is to provide information addressing these types of concerns. The Program involves MLPD, Mammoth School Districts, Social Services, MCBH, Mono County Superior Court, Wild Iris, and Mammoth Lakes Housing. Approximately three member meetings and two town hall style meetings for the community were held in FY 2015-2016.

Another program that MCBH has adopted to serve the community is the Healthy IDEAS program, which is a depression screening tool for seniors. This is an evidence-based program designed to increase access to services among senior citizens. The program takes place at the Walker Senior Center and is facilitated by Mono County Social Services. In 2015, 42 clients were served, with an average age of 71. Most clients spoke English and identified as white; the gender make-up of individuals served was 49 percent female and 51 percent male.

Full Service Partnership (FSP) Programs

MCBH has adopted a community clinic model, specifically when it comes to Full Service Partnership (FSP) clients. FSP services include, but are not limited to, one-on-one intensive case management, housing support, transportation, advocacy, assistance navigating other health care and social service systems, child care, and socialization opportunities.

A key component of MCBH's FSP program is providing housing support and services. Affordable housing, specifically for those with mental illness, is a critical concern in Mono County and MCBH has an interdisciplinary team that works together to find and secure housing for FSP clients who are homeless or at risk of homelessness. This also includes assisting with first and last month rent deposits and occasionally securing emergency housing for individuals in crisis who do not meet 5150 criteria.

Tables 1-3 below report age, gender, and race/ethnicity data for MCBH's FSP clients for FY 2015-2016. These tables report the unduplicated consumers. The total number of duplicated FSP clients for FY 2015-2016 is 62.

Table 1. Unduplicated FSP Clients by Age: FY 2015-2016

Age	Number of Clients	Percent of Caseload
0-15 years	3	10%
16-25 years	8	28%
26-59 years	14	48%
60+ years	4	14%
Total	29	100%

Table 2. Unduplicated FSP Clients by Gender: FY 2015-2016

Age	Number of Clients	Percent of Caseload
Female	12	41%
Male	17	59%
Another	0	0%
Total	29	100%

Table 3. Unduplicated FSP Clients by Race/Ethnicity: FY 2015-2016

Race/Ethnicity	Number of Clients	Percent of Caseload
Non-Hispanic White	13	45%
Non-Hispanic (No Race Specified)	8	27%
Hispanic White	2	7%
Hispanic American Indian	2	7%
Hispanic (No Race Specified)	4	14%
African American	0	0%
Asian/Pacific Islander	0	0%
Other/Unknown	0	0%
Total	29	100%

CSS Achievements:

One of MCBH's most notable achievements was receiving an award from the California State Association of Counties (CSAC) in 2015 for its outlying area social event, Dinner and a Movie. This popular activity takes place on the last Friday of the month and regularly attracts approximately 15 attendees. Although many individuals move to Mono County's small, remote communities for seclusion, MCBH finds that activities such as Dinner and a Movie help bring community members of all ages together for healthy social activity.

MCBH also won a CSAC Challenge Grant Award for Health Care Integration and the department successfully completed the Small County Care Initiative. These activities contribute to MCBH's community clinic model and help staff members connect clients with primary care resources.

MCBH is also very proud of its outreach within the Hispanic community. The first forum held by the Cultural Outreach Committee was quite popular and the committee is working to create more events that will have similar appeal and outreach in the community. Additionally, the youth program at the Mammoth Wellness Center is led by a bi-lingual/bi-cultural staff member, which helps attract a more diverse group of young people to the program. This program is also effective because youth help choose and plan the activities, especially in the summer when the group participates in outdoor activities at least once per week.

Lastly, MCBH has spent more time reaching out to political figures in the community to build support for mental health activities and reduce stigma at a governance level. With several large and politically controversial projects, including a permanent supportive housing project, on the horizon, this political support and interagency collaboration is a valuable achievement.

Challenges or barriers, and strategies to mitigate.

As a remote, rural county with a ski resort in its largest town, Mono County experiences a number of unique challenges regarding transportation, high cost of living, and lack of affordable housing. The high cost of living and lack of affordable housing place stress on individuals and families without high-paying jobs and sometimes forces them to work two jobs, which allows them less time to take care of their health needs. Likewise, transportation can keep individuals from accessing services. MCBH has mitigated this barrier by offering more services and activities in outlying areas.

MCBH has also encountered challenges related to wellness center scheduling, particularly in Mammoth. While the wellness center schedules in outlying areas seem to work well for community members, a consistent schedule, free food and other strategies don't seem to attract regular users to the wellness center in Mammoth Lakes. MCBH is successful in engaging clients in treatment, but few other forms of engagement. Further research is required to learn how/why Mammoth is different from the outlying areas in terms of engagement.

We have been unable to hire an on-site psychiatrist due to economy of scale issues, but we have been able to maintain stable telepsychiatry services, albeit at a high cost.

An additional barrier has been a lack of strong internal systems to track time spent on MHSA programs and to capture data for evaluation of CSS programs.

List any significant changes in Three-Year Plan, if applicable.

The most notable change to the MHSA Three-Year CSS Plan has been the expansion of outreach into the Hispanic community, in part through the introduction of the Latino Forums.

PREVENTION AND EARLY INTERVENTION

The Prevention and Early Intervention (PEI) component of the MHSA Three-Year Plan funds one primary program: Mammoth North Star, which is a school-based counseling service that targets K-12 youth. The purpose of the North Star counseling center is to provide quality, culturally relevant, low cost counseling services to Mono County students and their families. This school-based counseling center focuses on prevention and early intervention strategies and treatments.

North Star's mission is to improve the lives of the clients we serve by providing tools and insights so clients can better recognize, confront and understand their challenges. All counseling services are confidential. North Star is focused on prevention and early identification of mental health issues for students in grades K-12. This program utilizes a framework of prevention and early intervention strategies that encourages the school and the community to implement programs and services that meet local needs.

Students are referred to the North Star program by teachers; students are then assessed by a therapist on the school campus. Some of the most critical issues that the therapist seeks to identify are early onset anxiety disorders, depression, and psychotic disorders. Youth in elementary school and youth who don't meet medical necessity for individual therapy are offered the opportunity to join peer support groups. These groups are designed to promote pro-social behavior and are also used to identify whether students have secondary needs.

Thanks to this referral and screening process, MCBH believes that fewer students "fall through the cracks." Additionally, North Star has helped reduce mental health stigma in the community and provided a safe place where students and their families can seek needed services. The program also aims to build resiliency among students and their families, and families are closely involved in setting treatment goals. North Star has also developed a strong and trusting relationship with Mammoth Unified School District – therapists, teachers, and administrators often work collaboratively to refer students to the program and respond to crises.

In 2015, this program served 21 students with an average age of 14. Sixty percent of participating students were Hispanic and forty percent were Caucasian. In terms of gender, approximately 30 percent were female and 70 percent were male. Presently, individual progress is tracked with the GAD-7 anxiety scale and the PHQ-9 depression scale.

In fiscal years 2015-2016 and 2016-2017, the Peapod Program, which was an Innovation program in 2014-2015, will become a PEI program. This change will be addressed in subsequent annual updates.

Challenges or barriers and strategies to mitigate

The first identified challenge related to this PEI program is the lack of evaluation. Although individual progress is tracked, these data are not aggregated to assess the effectiveness of the program as a whole. Other options for evaluation could include satisfaction surveys from clients and families and an analysis of clients' grades and other key indicators. The creation of an evaluation plan for the North Star program is planned for FY 2016-2017. As part of this evaluation, the North Star staff and MHSA coordinator will examine evidence-based treatment models to identify outcomes and consider aligning treatment with such evidence-based practices.

Additionally, Mono County has not yet developed systems for collecting the newly mandated wide range of demographic indicators. This work is ongoing and expected in subsequent Three-

Year Plans. In subsequent Three-Year Plans, Mono County also plans to introduce new PEI programs to meet the PEI General Requirements.

Finally, this program only takes place in Mammoth Unified School District. A natural extension of the program would be to also serve Eastern Sierra Unified School District, which includes several outlying communities; however, this would require additional staffing and significant travel time. North Star staff have also identified the need for additional Spanish-speaking therapists, Spanish language parenting classes and an extension program for transition age youth.

List any significant changes in Three-Year Plan, if applicable.

There are no significant changes to the MHSAs Three-Year PEI Plan.

***This is revised, previously-approved program**

Purpose & Goal of the Peapod Program

The primary purpose of the Peapod Program is to increase access to services for isolated communities by reaching out to parents with small children living in rural areas. An additional target population is Hispanic parents with small children. The secondary purpose of the program is to increase quality of services, including better outcomes.

The goal of the Peapod Program is to meet the social needs of parents and their children. This is a priority for our county because Mono County is rural and geographically isolated, and it is easy for families to feel alone. Indeed, opportunities for children and their parents are not as easily accessible as they are in more populated areas. By reaching out to parents, especially Hispanic parents, Mono County is increasing access to services among isolated communities, connecting parents with needed health care (physical and mental), and improving outcomes for children and parents.

Innovation Program Description

The Peapod Program targets children from birth to five years old and their parents in six communities throughout Mono County. Every year, there are 3-4 Peapod sessions in each location; each session consists of 10 weekly playgroups in which parents and children gather together. The program is peer-run (peer-leaders go through a training program) and consists of structured activities for parents and children to participate in together. This provides time for children and their parents to socialize in rural, geographically remote communities where it is easy for families to feel alone. It also provides parents with a forum to ask developmental questions about their children, discuss problems they are having at home, and seek out services with licensed professionals. In Mammoth Lakes, there is also a Peapod Group for Spanish-speaking parents.

The expected outcomes/objectives of this program include: decreasing isolation by providing parents and children an opportunity to socialize, de-stigmatizing seeking behavioral health services, linking families to community services, encourage school readiness skills, and encouraging early literacy. This program is innovative in that it is a community-led and -driven activity that was created in response to a specific community-identified need. It is a unique form of outreach that provides services within the community that help increase access to services, while providing prevention and early intervention services. Moreover, it helps improve families' engagement in their own communities and with their peers.

Contribution to Learning

Over the last five years, the Peapod Program has helped Mono County learn what works and what can be improved in terms of parent/child playgroups that help promote social engagement in isolated communities. The overall learning goal of this project has been to learn how to create and sustain an outreach program for parents and children in rural communities that provides increased access to services. This learning goal will help Mono County Behavioral Health and Mono County First Five identify best practices within the county's rural environment and ultimately increase access to both the Peapod Program and Mono County Behavioral Health Services.

MHSA General Standards

This project is consistent with the Mental Health Services Act General Standards in that it promotes peer-support group services in isolated areas of Mono County that are focused on social interaction, prevention, early intervention, and healthy parent/child outcomes.

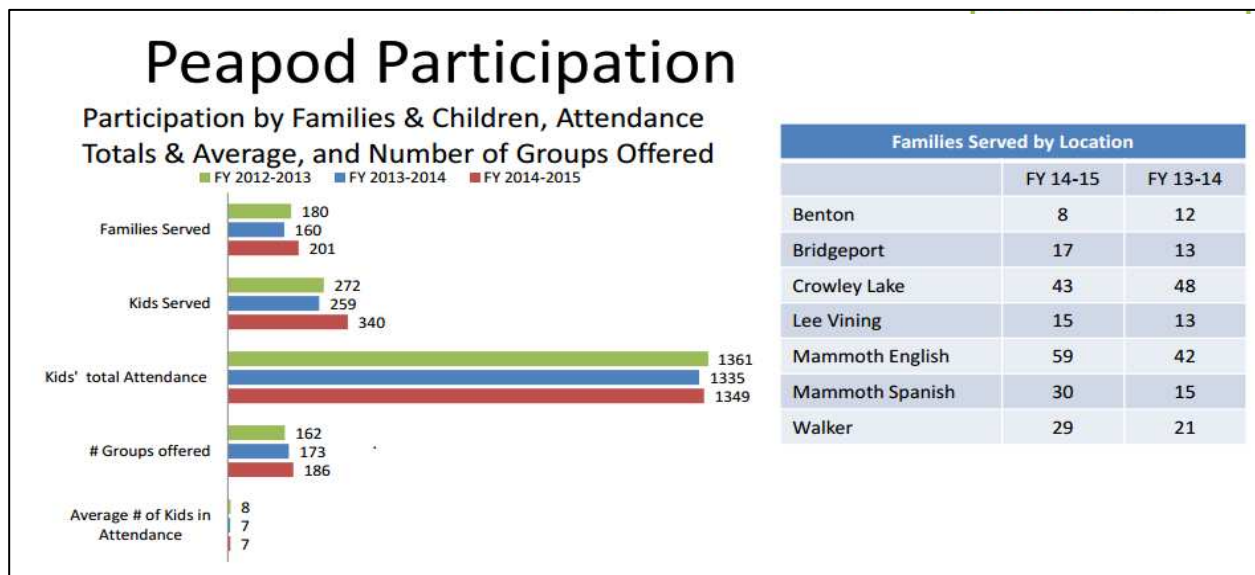
Community Collaboration: Community stakeholder input has been the driving force in the planning and development of this project as well as the implementation and evaluation phases. Participants, consumers, family members, and partner agencies will continue to share information and resources in order to fulfill the goals of project. Also, this project utilizes the strength of a small rural community by engaging peers as playgroup leaders, thereby ensuring critical linkages in isolated parts of our community.

Cultural Competence: Presently, there is one Spanish-language Peapod playgroup that meets in Mammoth Lakes. This playgroup is led by a Hispanic peer-leader and incorporates books, songs, and activities popular within the Hispanic community. Moreover, this playgroup provides a space for Hispanic parents to come together and discuss parenting challenges specific to their community and culture.

Client and Family Driven: This program was developed based upon identified needs within the community. Moreover, each playgroup is led by a trained peer leader, ensuring that the program remains closely tied with community participants and families. All participation in the playgroups is voluntary.

Wellness, Resiliency, and Recovery Focus: The intent of this project is to increase resiliency and promote wellness among parents and their young children. This is accomplished by connecting program participants with needed mental health support, providing social connection for participants, fostering healthy relationships between parents and children, and helping parents and children develop skills that will help them succeed developmentally.

Population Served



Timeline

This program has been in place since FY 2010/11, and in the last five years it has been widely popular with families in Mono County. Through evaluation (both process and outcome), this Innovation program has proven successful in Mono County. We plan to continue the Peapod Program as a Prevention and Early Intervention program in subsequent years given that the program has run its five-year course as an Innovation program. Results of the program and lessons learned have largely been communicated to the community by First Five Mono County.

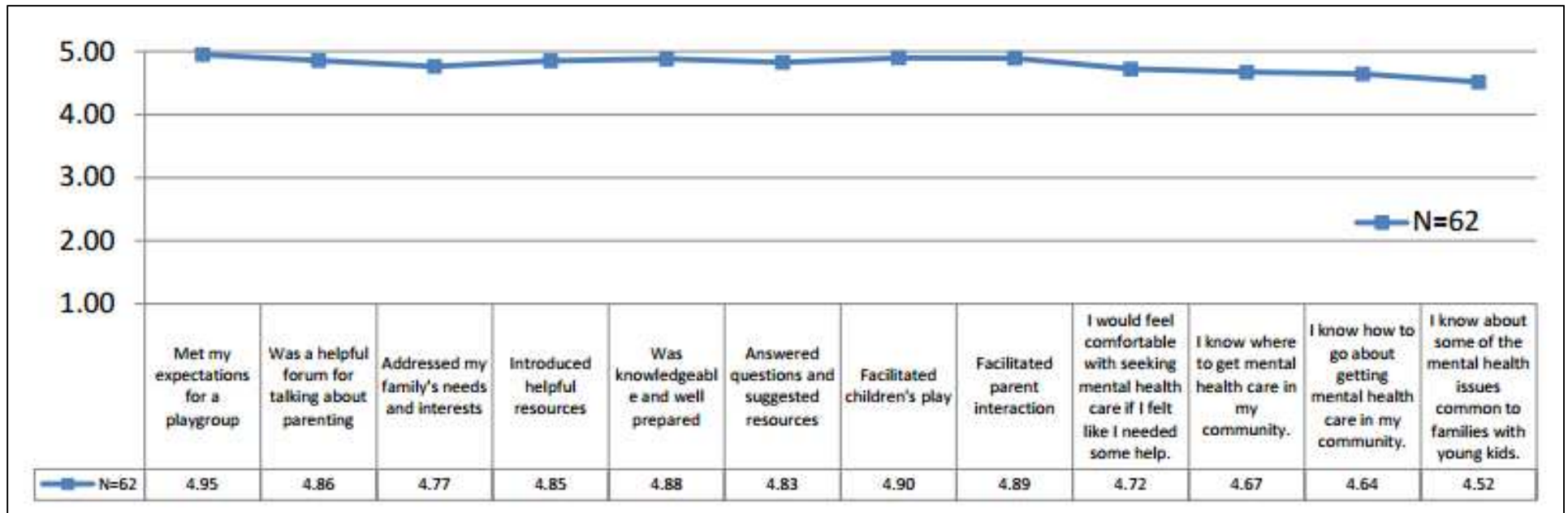
Evaluation:

Mono County is committed to learning from our Innovation project evaluation, and has shared its findings with stakeholders, including consumers, service providers, and the Mono County Board of Supervisors. Additionally, we have used the evaluation findings to reflect on what is working well and what could be changed to improve our service to the community. First Five Mono County has conducted a well-rounded evaluation of the Peapod Program throughout the last five years of the program. This evaluation includes outcomes and process evaluation components in quantitative and qualitative form. Primary data sources include sign-in sheets and participant surveys.

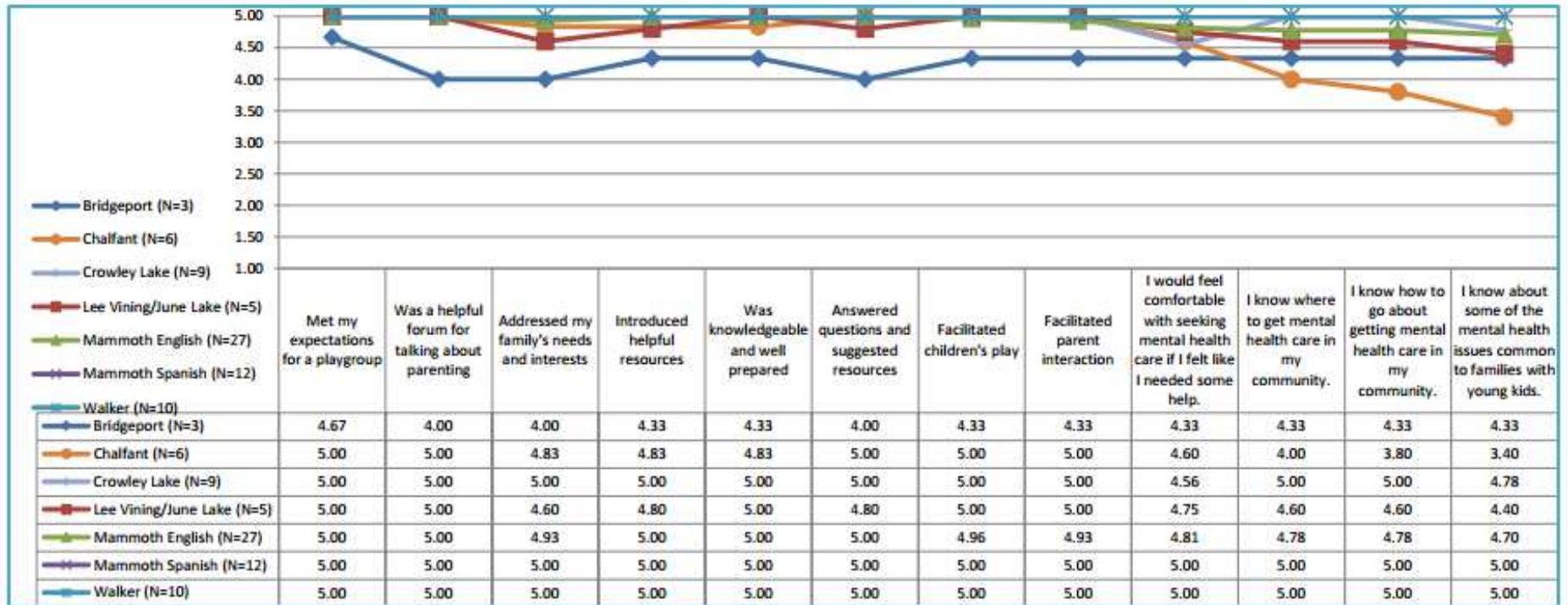
All families that participated in the program were asked complete a survey measuring their satisfaction, knowledge of new health-related resources, comfort level of seeking out those resources, and their satisfaction with the social aspects of the program. By measuring these components, we are able to assess both the primary and secondary purposes of this program. The results of the 2014-15 evaluation survey are included below in Figure 1. In Figure 2, the results are disaggregated by playgroup site.

Figure 1. Peapod Playgroup Survey Response Averages: 2014-2015 Evaluation

(5 = Strongly Agree, 1 = Strongly Disagree)



**Figure 2. Peapod Playgroup Survey Response Averages by Site: 2014-2015 Evaluation
(5 = Strongly Agree, 1 = Strongly Disagree)**



014-15

Families from all locations participating in Peapod Playgroups responses indicate they “agree” (4) or “strongly agree” with 9 of 10 quality indicator items surveyed.

Evaluation, continued:

The evaluation also includes a qualitative portion in which Peapod parents can comment on the strengths of the program and provide suggestions to tailor the program, both of which contribute to the quality of services for isolated communities (secondary purpose). These qualitative components help provide additional context with which to interpret the quantitative data. In the 2014-15 evaluation, parents commented that the Peapod Program “gives young kids the opportunity to be social in a rural environment.” They also mentioned that Peapod provides “inter-parent support and helpful input from leaders”; the program also “get[s] kids out of the house and playing with peers; [allows me] to connect with other moms.” Many of the suggestions included requests for additional playgroup times, expansion of the current number of children accepted, and year-round playgroups.

Lastly, the evaluation measures the number of families referred to Mono County Behavioral Health and the number of families that received services. This allows us to measure our primary purpose: Increase access to services in isolated communities. In 2014-15, five families were referred and three families received services. This component of the evaluation is critical to ensure that when early intervention is necessary, that Peapod participants have access to and take advantage of mental health services.

Resources to be Leveraged

The greatest resource leveraged is Mono County Behavioral Health’s relationship with First Five Mono County, an established and well-regarded community agency whose mission is to serve parents with young children. Additional resources include the Mono County community centers and wellness centers where the Peapod Programs take place.

Budget for Peapod Program

Note: After FY 2014-2015, this program will be funded through PEI.

Estimated Project Costs (Total per Year):

- **Year 1:** \$35,000
- **Year 2:** n/a
- **Year 3:** n/a

**Innovation Project: Peapod Program
Budget Detail – Year 1**

Type of Expenditure		County MHSA	Other Funding Sources	Total
1.	Personnel			
2.	Operating Expenditures			
3.	Non-recurring Expenditures			
4.	Contract Services (Subcontracts/Professional Services)	35,000		35,000
5.	Evaluation			
6.	Other Expenditures (Admin)			
Total Proposed Expenditures				
B. REVENUES				
1.	New Revenues			
	a. Medi-Cal (FFP only)			
	b. State General Funds			
	c. Other Revenues			
Total Revenues				
C. TOTAL FUNDING REQUESTED				
D. TOTAL IN-KIND CONTRIBUTIONS		35,000		35,000

Budget Narrative: Peapod Program

A. EXPENDITURES

1. Personnel – Contractor shall hire, train, and provide administrative oversight to group facilitators, who shall be independent contractors of Contractor, who will provide services including the establishment, facilitation, coordination, and development of “new parent” support groups (“support groups”) in a manner that is consistent with the Mono County’s Mental Health Services Act Innovation Project.

2. Operating Expenditures – Contractor shall provide such office space, supplies, equipment, vehicles, reference materials, and telephone service as is necessary for Contractor to provide the services identified in Attachment A to this Agreement (see below). County is not obligated to reimburse or pay Contractor for any expense or cost incurred by Contractor in procuring or maintaining such items. Responsibility for the

costs and expenses incurred by Contractor in providing and maintaining such items is the sole responsibility and obligation of Contractor.

4. Contract Services – See Attachment A below.

5. Evaluation – Contractor shall evaluate the program locally to determine trends. During the span of this project, we will use feedback from group leaders and participants to alter our groups so that they come as close as possible to meeting participant needs. The Contractor shall maintain data collected from weekly and group end participant surveys and report on the collected data to the community.

B. REVENUE – Revenues have not been projected at this time.

C. TOTAL FUNDING – Total funding for this project is \$35,000.00 (Year 1), \$0.00 (Year 2); and \$0.00 (Year 3).

D. TOTAL IN-KIND CONTRIBUTIONS – No in-kind contributions are expected for this project.

ATTACHMENT A

**AGREEMENT BETWEEN THE COUNTY OF MONO
AND THE MONO COUNTY CHILDREN AND FAMILIES COMMISSION FOR THE
PROVISION OF
NEW PARENT SUPPORT GROUP SERVICES**

TERM: FROM: 07/01/16 TO: 06/30/17

SCOPE OF WORK

Contractor shall perform the following work and services upon County's request:

Contractor shall hire, train, and provide administrative oversight to group facilitators, who will provide services including the establishment, facilitation, coordination, and development of new parent support groups (hereinafter referred to as "Support Groups" or "Peapod Playgroups") in a manner that is consistent with the Mono County's Mental Health Services Act Innovation Project.

The focus of the project is on the development of Support Groups countywide to enhance the mental health and stability of young parents. The learning goal will be to discover which strategies are most effective at encouraging utilization of local mental health services for various populations. The project will seek to increase the access to, and provide a forum for, "underserved" groups of new parents in all areas of Mono County by providing support groups to these persons. The identification of such persons shall be made by Contractor in consultation with the Mono County Behavioral Health Department.

The Support Groups will contribute to learning in a variety of ways, including fostering early recognition of emergent post-partum and other mental disorders and through provision of a forum for open and frank discussion of mental health issues (de-stigmatization), where seeking assistance for mental health problems/issues is encouraged and normalized. The program will also provide a safe and secure setting for these parents to engage in discussion of mental health issues and issues facing new parents; work to increase the knowledge and confidence of new parents; and provide a forum to encourage new parents to gain stronger ties and connection to their community.

Topics that will be covered in each new parent support group will include: basic mental health issues, parenting skills and strategies, how to incorporate an infant into existing family structure, breastfeeding support, how to recognize the early signs of depression and other pre- and post-partum mental health issues, nutrition, and discussion of area resources for assistance. By presenting information about mental health within the same context that information is provided about parenting issues, the project seeks to de-stigmatize the use of local mental health services.

County shall provide mental health training for the Mono County Children and Families Commission staff or contractors providing these services, as needed to meet the terms and

conditions of the MHSA Innovation project. In addition, Funding will be available via the County to provide mental health support for individuals identified in the Support Groups as needing mental health services and who have no other identified payor source. Contractor will work with individuals identified through the Support Groups as persons needing mental health services by referring and encouraging them to contact Mono County Behavioral Health. Any such contact and referral shall be kept confidential from other group members, if communicated to Contractor outside of a group session. It is understood that contact and referral information made during a group session will be communicated to all group participants.

While providing these services, Contractor will also be evaluating Support Group participants for mental health and other service referral, and observing and reporting on the success of the group setting for distribution of, and information about, mental health services.

It is expected that Contractor will collaborate with Mono County Behavioral Health, Mono County Public Health, Mono County Department of Social Services, Mammoth Hospital, and the Mono County Superintendent of Schools. Contractor shall establish primary contacts with each of these agencies to facilitate the goals of this program.

Frequency of Groups

Contractor shall ensure that each Support Group is run for a minimum of ten (10) sessions of at least one (1) hours each. Support Groups may continue beyond ten sessions if Contractor and County determine that the Support Group is effectively furthering the goals of the Peapod project and that such continuation is not in conflict with the administration of other Support Groups required under this Agreement.

The goal of this Agreement is that Contractor will conduct the following number of Support Groups, in the location and in the language specified, unless a lack of need or other circumstances prevents this specific goal from being reached. At a minimum, the following groups will occur:

Four (4) ten-session English speaking Support Groups will be run in Mammoth Lakes.

Four (4) ten-session Spanish speaking Support Groups will be run in Mammoth Lakes.

Four (4) ten-session Support Groups will be run in the Northern part of Mono County, serving Walker/Coleville, Bridgeport, Lee Vining, and/or June Lake.

Four (4) ten-session Support Groups will be run in the Southeastern part of Mono County, to include Crowley Lake, Chalfant, and/or Benton.

Contractor shall secure adequate space for Support Group meetings and shall provide all materials, supplies, and food for each Support Group. North County Support Groups may use the Antelope Valley Wellness Center, owned and managed by County, provided that Support Groups do not conflict with other scheduled activities.

Contractor shall maintain data collected from weekly and Support Group end participant surveys and will evaluate it locally to determine trends. During the span of this project, Contractor will

use feedback from group leaders and participants to alter the Support Groups so that they come as close as possible to meeting participant needs.

Contractor will collect and maintain data on all group referrals including which community services in addition to the support group are utilized. (e.g., Public Health, Behavioral Health, Mammoth Hospital, etc.) Contractor will try to determine if there are strategies that work better with certain participants to encourage continued attendance at the Support Groups, as well as utilization of mental health resources. Feedback from group leaders and participants will be used to alter Support Groups, as needed, so that they come as close as possible to meeting participant needs.

Data shall be turned in twice annually, along with the Contractor's request for payment for the second and fourth quarters.

WORKFORCE EDUCATION AND TRAINING

The MCBH Workforce Education and Training (WET) program provides training components, career pathways, and financial incentive programs to staff, volunteers, clients, and family members through the following projects:

WET Project Support

We continue to fund staff support to implement and coordinate training and related activities. As part of that effort, we identify ongoing staff education and training needs and pair them with training opportunities both locally and at a regional level. Staff recently completed a cultural competency training, and in 2013 most staff attended a Strengthening Families evidence-based program training. Staff will also receive an upcoming training on working with LGBTQ consumers. In addition to this onsite training, staff are encouraged to seek out training elsewhere in the region and state.

Collaborative Partnership Training and Technical Assistance

We continue to provide training for staff, consumers, and partner agencies both locally and at a regional level. A recent focus is training in the integration of care. We also plan to offer Crisis Intervention Training and Mental Health first aid training for law enforcement and other first responders in our county. MCBH also plans to increase its collaboration with Mammoth Hospital by providing training and technical assistance surrounding mental health referrals.

Workforce Staffing Support

In this program, MCBH pays back up to \$10,000 per year on the principle of student loans related to behavioral health education. Additionally, MCBH offers stipends and mileage reimbursement for students to work part-time. Since its inception, this activity has helped five employees pay off their student loans in full. MCBH believes that this program has helped retain clinical staff, which is a significant concern in remote Mono County.

Challenges or barriers, and strategies to mitigate | Identify shortages in personnel, if any

Trying to develop a behavioral health specialty within a small, rural county is very difficult due to the small scale of specialist concerns. As a result, most providers at MCBH are more “generalists.” Furthermore, to attend off-site trainings in larger cities such as Sacramento, Los Angeles, or San Francisco often requires at least a half day of travel and a stay overnight.

List any significant changes in Three-Year Plan, if applicable.

There are no significant changes to the MHSa Three-Year WET Plan.

CAPITAL FACILITIES/TECHNOLOGICAL NEEDS

MCBH is planning to use Capital Facilities (CF) funds to renovate a five-bedroom house and attached four-unit apartment building that Mono County already owns. Mono County purchased Davison House, located at 71 Davison Rd. in Mammoth Lakes, CA, in 1997 after renting the property for a number of years. The house and apartment building are in need of extensive repairs and renovation, including new roof, new HVAC, improved ADA compliance, fire sprinkler system, etc. Renovating this facility will allow MCBH to house up to 26 consumers with SMI who are homeless or at risk of homelessness. Achievements related to this project include the procurement of an architectural report outlining the work required, meeting with county supervisors to build political will around the project, and presenting before the Mono County Board of Supervisors. The MHSA Coordinator will design a full-scale evaluation of this permanent supportive housing project before residents move in.

MCBH used Technological Needs (TN) funds to purchase and implement a new visual electronic health record called ECHO. Some key benefits and achievements related to ECHO include unified progress notes and treatment planning, the ability to upload pictures of consumers into the system, unified scheduling, and ability to upload and stay on track with State reporting required for Mental Health and Substance Abuse.

Challenges or barriers, and strategies to mitigate.

There are several potential challenges related to Davison House. The first is a potential lack of community support, including “Not In My Backyard” concerned citizens. To mitigate this barrier, MCBH is working closely with county supervisors to ensure their support and holding several town hall meetings to listen to and address concerns. Another barrier is the scale of the renovations required and the limitations that Mammoth’s harsh winters place upon construction. To mitigate this barrier, MCBH staff are moving as quickly as possible to move the project forward while the weather may still permit construction. At present, MCBH is meeting/has met all relevant benchmarks and goals related to CF/TN projects.

MCBH has encountered several barriers and challenges related to the ECHO implementation, the first of which was that the program was supposed to go live in September 2015, but did not actually go live until April 2016. Additionally, the treatment planning dictionary is still an issue that we are working on at this time. Finally, staff members have different levels of buy-in on the product and MCBH has encountered issues surrounding staff training.

List any significant changes in Three-Year Plan, if applicable.

We allocated resources from TN to purchase and implement a new visual electronic health record called ECHO, which launched April 2016.

We will be allocating resources from CF for the renovation of a property (Davison House) that will become Permanent Supportive Housing within the next three years.

THREE-YEAR MHSA EXPENDITURE PLAN FUNDING SUMMARY

Fiscal Year 2014-15 through Fiscal Year 2016-17 Three-Year Mental Health Services Act Expenditure Plan Funding Summary

COUNTY: Mono

MHSA 3-Year Plan Funding Summary		(A)	(B)	(C)	(D)	(E)	(F)
		Community Services and Supports	Prevention and Early Intervention	Innovation	Workforce Education and Training	Capital Facilities and Technological Needs	Prudent Reserve
A. FY 2014-15 Funding							
	1. Unspent Funds from Prior Fiscal Years	\$5,168	\$847,425	\$484,456	\$553,622	\$1,100,534	\$0
	2. FY 2014-15 Funding	\$1,359,555	\$339,889	\$89,444	\$0	\$0	\$0
	3. Transfer In	\$0	\$0	\$0	\$0	\$0	\$0
	TOTAL REVENUES	\$1,364,723	\$1,187,314	\$573,900	\$553,622	\$1,100,534	\$100,000
B. Fiscal Year 2014-15 Expenditures		-\$770,277	-\$144,497	-\$43,432	-\$2,500	-\$62,570	
	TOTAL	\$594,446	\$1,042,817	\$530,468	\$551,122	\$1,037,964	\$100,000
C. FY 2015-16 Funding							
	1. Unspent Funds from Prior Fiscal Years	\$594,446	\$1,042,817	\$530,468	\$551,122	\$1,037,964	\$0
	2. FY 2015-16 Funding	\$1,214,252	\$303,564	\$79,885	\$0	\$0	\$0
	3. Transfer In	\$0	\$0	\$0	\$0	\$0	\$0
	TOTAL REVENUES	\$1,808,698	\$1,346,381	\$610,353	\$551,122	\$1,037,964	\$0
D. Fiscal Year 2015-16 Expenditures		-\$1,165,807	-\$138,560	\$0	\$0	-\$47,934	\$120,000
	TOTAL	\$642,891	\$1,207,821	\$610,353	\$551,122	\$990,030	\$120,000
E. FY 2016-17 Estimated Funding							
	1. Estimated Unspent Fund from Prior Fiscal Years	\$642,891	\$1,207,821	\$610,353	\$551,122	\$990,030	\$0
	2. Estimated New 2016-17 Funding	\$915,974	\$228,993	\$60,261	\$0	\$0	\$0
	3. Transfer In	\$0	\$0	\$0	\$0	\$0	\$0
	TOTAL REVENUES	\$1,558,865	\$1,436,814	\$670,614	\$551,122	\$990,030	\$0
F. Fiscal Year 2016-17 Estimated Expenditures		-\$887,998	-\$185,150	\$0	-\$10,000	-\$62,331	\$100,000
	TOTAL	\$670,867	\$1,251,664	\$670,614	\$541,122	\$927,699	\$100,000

CSS EXPENDITURE PLAN

Community Services and Supports (CSS) Component Worksheet 2014-15

County: Mono

12/1/2016

	(A)	(B)	(C)	(D)
	Total Mental Health Expenditures	Fiscal Year 2014-15		
		MHSA	Medi-Cal FFP	Other Funds
FSP Programs				
1 Socialization & Wellness Center	\$770,277	\$770,277		
2	\$0			
3	\$0			
4	\$0			
5	\$0			
6	\$0			
7	\$0			
8	\$0			
9	\$0			
10	\$0			
11	\$0			
12	\$0			
13	\$0			
14	\$0			
15	\$0			
16	\$0			
17	\$0			
18	\$0			
19	\$0			
20	\$0			
21	\$0			
22	\$0			
23	\$0			
24	\$0			
25	\$0			
Other CSS Non-FSP Program Expenditures	\$0			
CSS Administration	\$0			
CSS MHSA Housing Program Assigned Funds	\$0			
Total CSS Expenditures	\$770,277	\$770,277	\$0	\$0

	(A)	(B)	(C)	(D)
	Total Mental Health Expenditures	Fiscal Year 2015-16		
		MHSA	Medi-Cal FFP	Other Funds
FSP Programs				
1 Socialization & Wellness Center	\$1,125,557	\$1,125,557		
2 Supported Housing	\$40,250	\$40,250		
3	\$0			
4	\$0			
5	\$0			
6	\$0			
7	\$0			
8	\$0			
9	\$0			
10	\$0			
11	\$0			
12	\$0			
13	\$0			
14	\$0			
15	\$0			
16	\$0			
17	\$0			
18	\$0			
19	\$0			
20	\$0			
21	\$0			
22	\$0			
23	\$0			
24	\$0			
25	\$0			
Other CSS Non-FSP Program Expenditures	\$0			
CSS Administration	\$0			
CSS MHSA Housing Program Assigned Funds	\$0			
Total CSS Expenditures	\$1,165,807	\$1,165,807	\$0	\$0

Community Services and Supports (CSS) Component Worksheet 2016-17

County: Mono

12/1/2016

	(A)	(B)	(C)	(D)
	Total Mental Health Expenditures	Fiscal Year 2016-17		
		MHSA	Medi-Cal FFP	Other Funds
FSP Programs				
1 Socialization & Wellness Center	\$887,998	\$887,998		
2 Supported Housing	\$0			
3	\$0			
4	\$0			
5	\$0			
6	\$0			
7	\$0			
8	\$0			
9	\$0			
10	\$0			
11	\$0			
12	\$0			
13	\$0			
14	\$0			
15	\$0			
16	\$0			
17	\$0			
18	\$0			
19	\$0			
20	\$0			
21	\$0			
22	\$0			
23	\$0			
24	\$0			
25	\$0			
Other CSS Non-FSP Program Expenditures	\$0			
CSS Administration	\$0			
CSS MHSA Housing Program Assigned Funds	\$0			
Total CSS Expenditures	\$887,998	\$887,998	\$0	\$0

PEI EXPENDITURE PLAN

Prevention and Early Intervention (PEI) Component Worksheet 2014-2015

County: Mono

Date: 12/1/2016

	(A)	(B)	(C)	(D)
	Total Mental Health Expenditures	Fiscal Year 2014-15		
		MHSA	Medi-Cal FFP	Other Funds
PEI Programs				
1 School Based Counslor	\$126,300	\$126,300		
2	\$0			
3	\$0			
4	\$0			
5	\$0			
6	\$0			
7	\$0			
8	\$0			
9	\$0			
10	\$0			
11	\$0			
12	\$0			
13	\$0			
14	\$0			
15	\$0			
16	\$0			
17	\$0			
18	\$0			
19	\$0			
20	\$0			
21	\$0			
22	\$0			
23	\$0			
24	\$0			
25	\$0			
PEI Administration	\$18,197	\$18,197		
Total PEI Expenditures	\$144,497	\$144,497	\$0	\$0

Prevention and Early Intervention (PEI) Component Worksheet 2015-16

County: Mono

Date: 12/1/2016

	(A)	(B)	(C)	(D)
	Total Mental Health Expenditures	Fiscal Year 2015-16		
		MHSA	Medi-Cal FFP	Other Funds
PEI Programs				
1 School-Based Counselor	\$85,487	\$85,487		
2 PeaPod Program	\$35,000	\$35,000		
3	\$0			
4	\$0			
5	\$0			
6	\$0			
7	\$0			
8	\$0			
9	\$0			
10	\$0			
11	\$0			
12	\$0			
13	\$0			
14	\$0			
15	\$0			
16	\$0			
17	\$0			
18	\$0			
19	\$0			
20	\$0			
21	\$0			
22	\$0			
23	\$0			
24	\$0			
25	\$0			
PEI Administration	\$18,073	\$18,073		
Total PEI Expenditures	\$138,560	\$138,560	\$0	\$0

Prevention and Early Intervention (PEI) Component Worksheet 2016-17

County: Mono

Date: 12/1/2016

	(A)	(B)	(C)	(D)
	Mental Health Expenditur	Fiscal Year 2016-17		
		MHSA	Medi-Cal FFP	Other Funds
PEI Programs				
1 School Based Counselor	\$126,000	\$126,000		
2 PeaPod Program	\$35,000	\$35,000		
3	\$0			
4	\$0			
5	\$0			
6	\$0			
7	\$0			
8	\$0			
9	\$0			
10	\$0			
11	\$0			
12	\$0			
13	\$0			
14	\$0			
15	\$0			
16	\$0			
17	\$0			
18	\$0			
19	\$0			
20	\$0			
21	\$0			
22	\$0			
23	\$0			
24	\$0			
25	\$0			
PEI Administration	\$24,150	\$24,150		
Total PEI Expenditures	\$185,150	\$185,150	\$0	\$0

INN EXPENDITURE PLAN

Innovation (INN) Component Worksheet 2014-15

County: Mono

Date: 12/1/2016

	(A)	(B)	(C)	(D)
	Total Mental Health Expenditures	Fiscal Year 2014-15		
		MHSA	Medi-Cal FFP	Other Funds
Innovation Programs				
1 Peapod Program	\$34,471	\$34,471		
2	\$0			
3	\$0			
4	\$0			
5	\$0			
6	\$0			
7	\$0			
8	\$0			
9	\$0			
10	\$0			
11	\$0			
12	\$0			
13	\$0			
14	\$0			
15	\$0			
16	\$0			
17	\$0			
18	\$0			
19	\$0			
20	\$0			
21	\$0			
22	\$0			
23	\$0			
24	\$0			
25	\$0			
Innovation Administration	\$8,961	\$8,961		
Total Innovation Expenditures	\$43,432	\$43,432	\$0	\$0

Innovation (INN) Component Worksheet 2015-16

County: Mono

Date: 12/1/2016

	(A)	(B)	(C)	(D)
	Health Expenditures	Fiscal Year 2015-16		
		MHSA	Medi-Cal FFP	Other Funds
Innovation Programs				
1 N/A	\$0			
2	\$0			
3	\$0			
4	\$0			
5	\$0			
6	\$0			
7	\$0			
8	\$0			
9	\$0			
10	\$0			
11	\$0			
12	\$0			
13	\$0			
14	\$0			
15	\$0			
16	\$0			
17	\$0			
18	\$0			
19	\$0			
20	\$0			
21	\$0			
22	\$0			
23	\$0			
24	\$0			
25	\$0			
Innovation Administration	\$0			
Total Innovation Expenditures	\$0	\$0	\$0	\$0

Innovation (INN) Component Worksheet 2016-17

County: Mono

Date: 12/1/2016

	(A)	(B)	(C)	(D)
	Total Mental Health Expenditures	Fiscal Year 2016-17		
		MHSA	Medi-Cal FFP	Other Funds
Innovation Programs				
1 N/A	\$0			
2	\$0			
3	\$0			
4	\$0			
5	\$0			
6	\$0			
7	\$0			
8	\$0			
9	\$0			
10	\$0			
11	\$0			
12	\$0			
13	\$0			
14	\$0			
15	\$0			
16	\$0			
17	\$0			
18	\$0			
19	\$0			
20	\$0			
21	\$0			
22	\$0			
23	\$0			
24	\$0			
25	\$0			
Innovation Administration	\$0			
Total Innovation Expenditures	\$0	\$0	\$0	\$0

WET EXPENDITURE PLAN

Workforce, Education and Training (WET) Component Worksheet 2014-15

County: Mono

Date: 12/1/2016

	(A)	(B)	(C)	(D)
	Total Mental Health Expenditures	Fiscal Year 2014-15		
		MHSA	Medi-Cal FFP	Other Funds
WET Funding Category				
Workforce Staffing Support	\$0			
Training and Technical Assistance	\$0			
Mental Health Career Pathways Programs	\$0			
Residency and Internship Programs	\$0			
Financial Incentive Programs	\$2,500	\$2,500		
WET Administration	\$0			
Total WET Expenditures	\$2,500	\$2,500	\$0	\$0

Workforce, Education and Training (WET) Component Worksheet 2015-16

County: Mono

Date: 12/1/2016

	(A)	(B)	(C)	(D)
	Total Mental Health Expenditures	Fiscal Year 2015-16		
		MHSA	Medi-Cal FFP	Other Funds
WET Funding Category				
Workforce Staffing Support	\$0			
Training and Technical Assistance	\$0			
Mental Health Career Pathways Programs	\$0			
Residency and Internship Programs	\$0			
Financial Incentive Programs	\$0	\$0		
WET Administration	\$0			
Total WET Expenditures	\$0	\$0	\$0	\$0

Workforce, Education and Training (WET) Component Worksheet 2016-17

County: Mono

Date: 12/1/2016

	(A)	(B)	(C)	(D)
	Total Mental Health Expenditures	Fiscal Year 2016-17		
		MHSA	Medi-Cal FFP	Other Funds
WET Funding Category				
Workforce Staffing Support	\$0			
Training and Technical Assistance	\$0			
Mental Health Career Pathways Programs	\$0			
Residency and Internship Programs	\$0			
Financial Incentive Programs	\$10,000	\$10,000		
WET Administration	\$0			
Total WET Expenditures	\$10,000	\$10,000	\$0	\$0

CF/TN EXPENDITURE PLAN

Captial Facilities/Technological Needs (CFTN) Component Worksheet 2014-15

County: Mono

Date: 12/1/2016

	(A)	(B)	(C)	(D)
	Total Mental Health Expenditures	Fiscal Year 2015-16		
		MHSA	Medi-Cal FFP	Other Funds
Capital Facility Projects				
1	\$0			
2	\$0			
3	\$0			
4	\$0			
5	\$0			
6	\$0			
7	\$0			
8	\$0			
9	\$0			
10	\$0			
11	\$0			
12	\$0			
Capital Facility Administration	\$0			
Total Capital Facility Expenditures	\$0	\$0	\$0	\$0
Technological Needs Projects				
13 Echo EHR Conversion Project	\$54,409	\$54,409		
14	\$0			
15	\$0			
16	\$0			
17	\$0			
18	\$0			
19	\$0			
20	\$0			
21	\$0			
22	\$0			
23	\$0			
24	\$0			
25	\$0			
Technological Needs Administration	\$8,161	\$8,161		
Total Technological Needs Expenditures	\$62,570	\$62,570	\$0	\$0
Total CFTN Expenditures	\$62,570	\$62,570	\$0	\$0

Capital Facilities/Technological Needs (CFTN) Component Worksheet 2015-16

County: Mono

Date: 12/1/2016

	(A)	(B)	(C)	(D)
	Total Mental Health Expenditures	Fiscal Year 2015-16		
		MHSA	Medi-Cal FFP	Other Funds
Capital Facility Projects				
1 Davison Road Project	\$21,461	\$21,461		
2	\$0			
3	\$0			
4	\$0			
5	\$0			
6	\$0			
7	\$0			
8	\$0			
9	\$0			
10	\$0			
11	\$0			
12	\$0			
Capital Facility Administration	\$3,219	\$3,219		
Total Capital Facility Expenditures	\$24,680	\$24,680	\$0	\$0
Technological Needs Projects				
13 Echo EHR Conversion Project	\$20,221	\$20,221		
14	\$0			
15	\$0			
16	\$0			
17	\$0			
18	\$0			
19	\$0			
20	\$0			
21	\$0			
22	\$0			
23	\$0			
24	\$0			
25	\$0			
Technological Needs Administration	\$3,033	\$3,033		
Total Technological Needs Expenditures	\$23,254	\$23,254	\$0	\$0
Total CFTN Expenditures	\$47,934	\$47,934	\$0	\$0

Capitla Facilities/Technological Needs (CFTN) Component Worksheet 2016-17

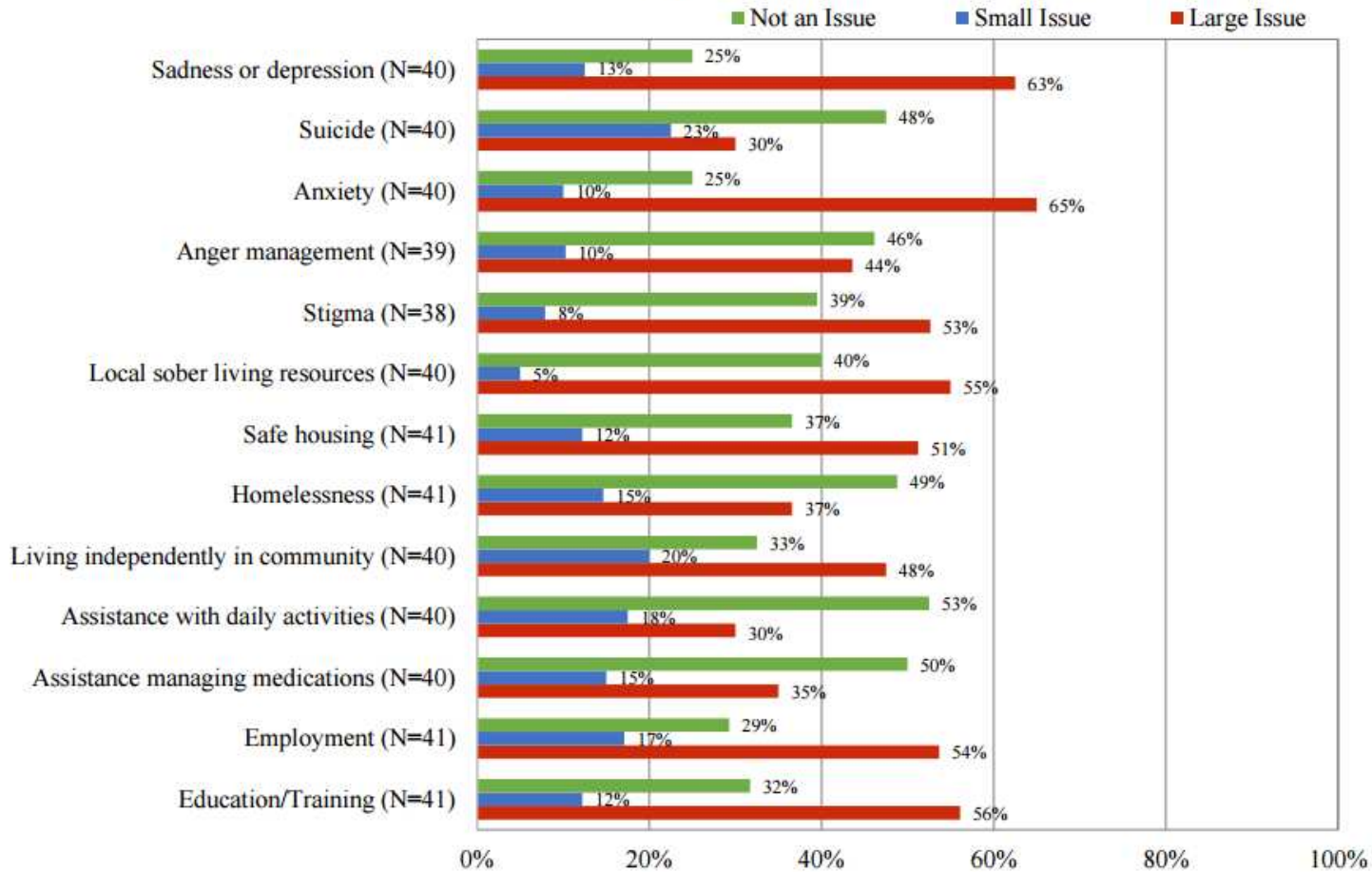
County: Mono

Date: 12/1/2016

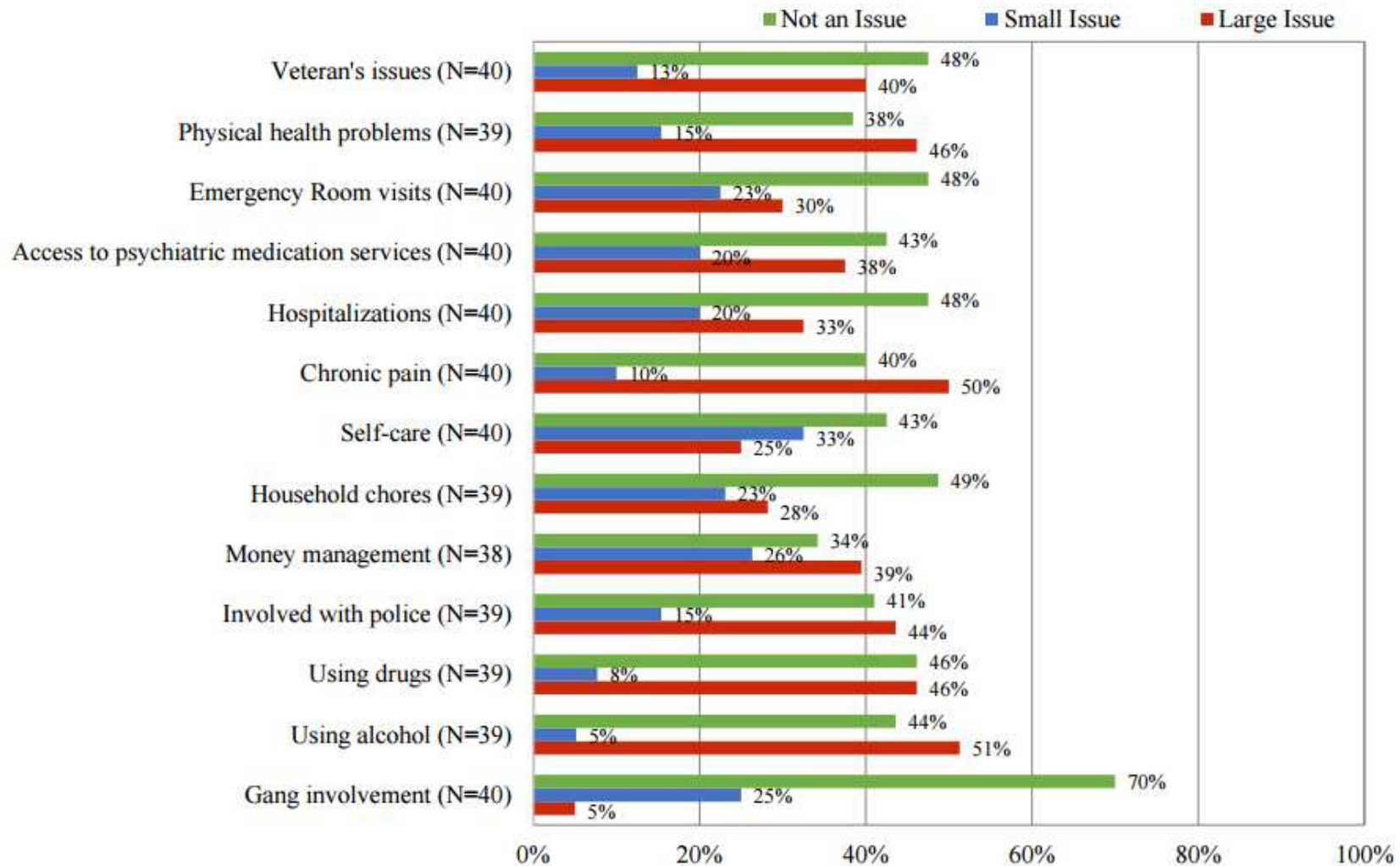
	(A)	(B)	(C)	(D)
	Total Mental Health Expenditures	Fiscal Year 2016-17		
		MHSA	Medi-Cal FFP	Other Funds
Capital Facility Projects				
1	\$0			
2	\$0			
3	\$0			
4	\$0			
5	\$0			
6	\$0			
7	\$0			
8	\$0			
9	\$0			
10	\$0			
11	\$0			
12	\$0			
Capital Facility Administration	\$0			
Total Capital Facility Expenditures	\$0	\$0	\$0	\$0
Technological Needs Projects				
13 Echo EHR Conversion Project	\$54,201	\$54,201		
14	\$0			
15	\$0			
16	\$0			
17	\$0			
18	\$0			
19	\$0			
20	\$0			
21	\$0			
22	\$0			
23	\$0			
24	\$0			
25	\$0			
Technological Needs Administration	\$8,130	\$8,130		
Total Technological Needs Expenditures	\$62,331	\$62,331	\$0	\$0
Total CFTN Expenditures	\$62,331	\$62,331	\$0	\$0

MHSA SURVEY RESULTS

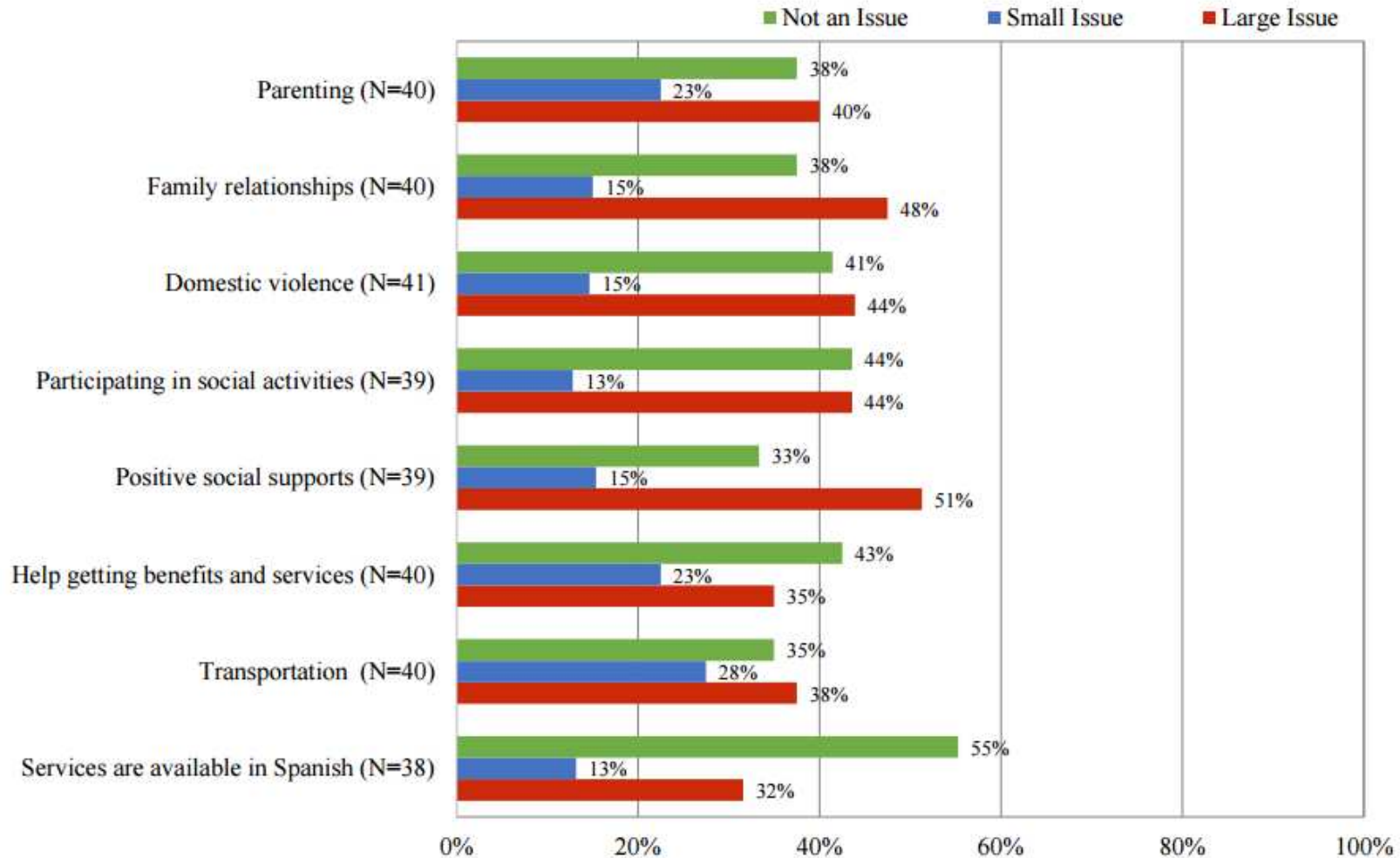
Mono County Mental Health MHSA Adult Survey Results *Adult Issues* 2015



**Mono County Mental Health
MHSA Adult Survey Results
Adult Issues
2015**

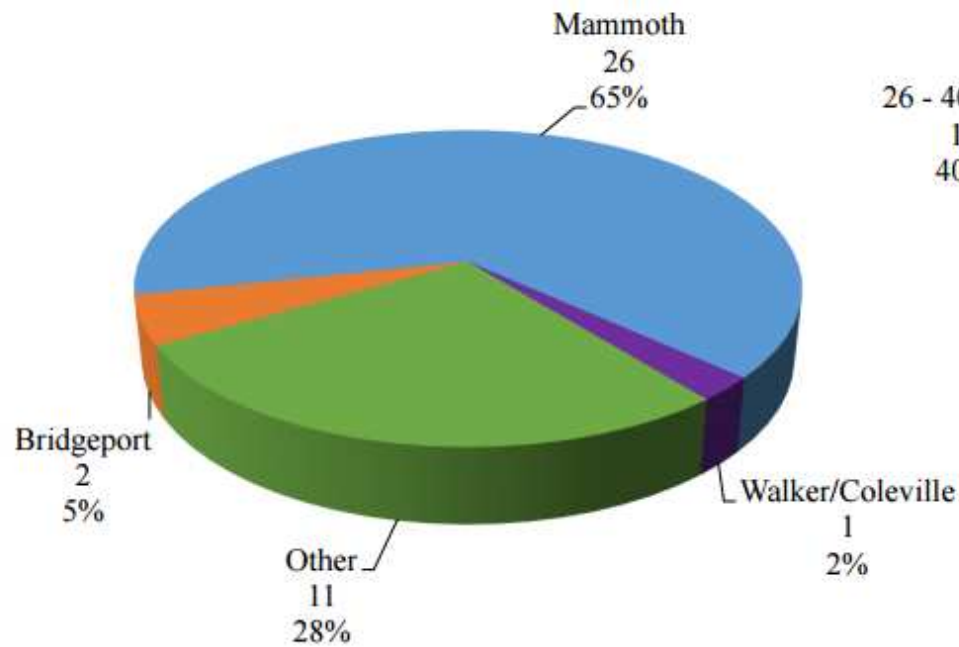


**Mono County Mental Health
MHSA Adult Survey Results
Adult Issues
2015**

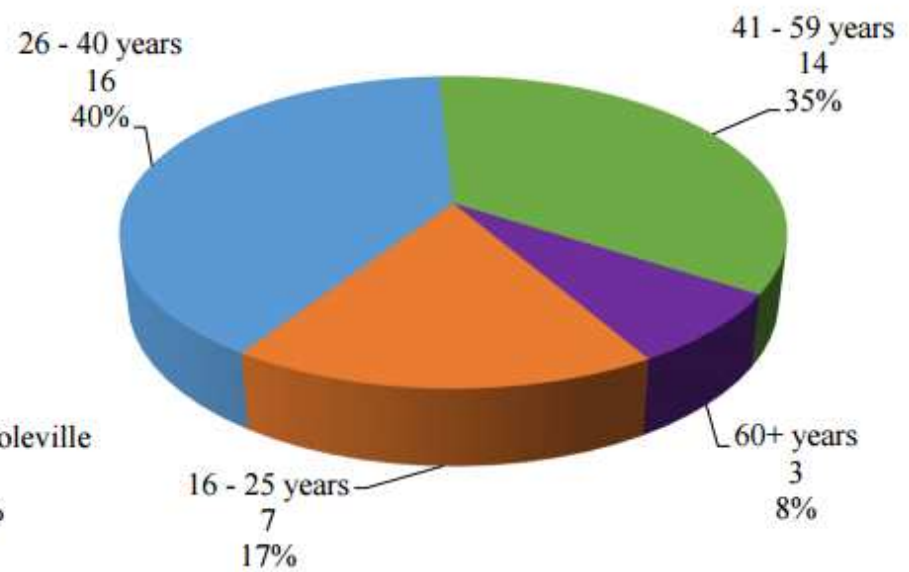


Mono County Mental Health MHSA Adult Survey Results 2015

Area (that you live in):
(N=40)

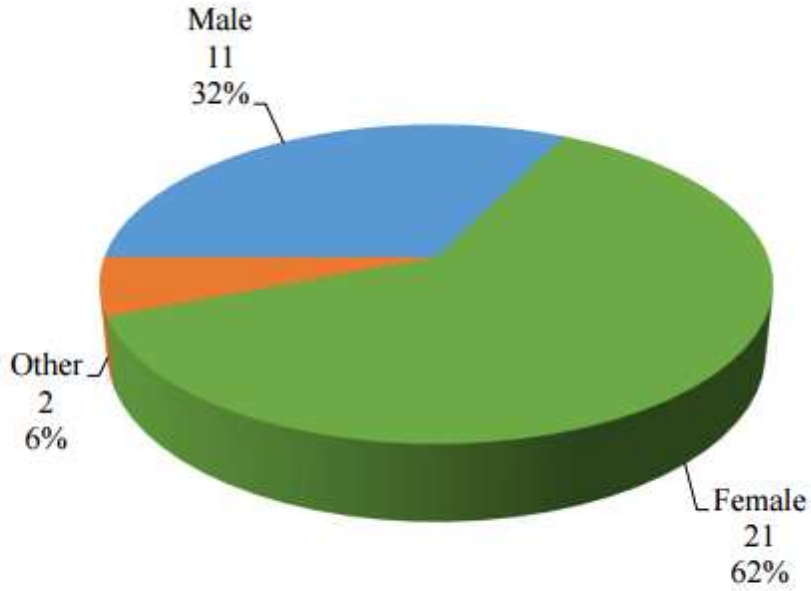


Age:
(N=40)

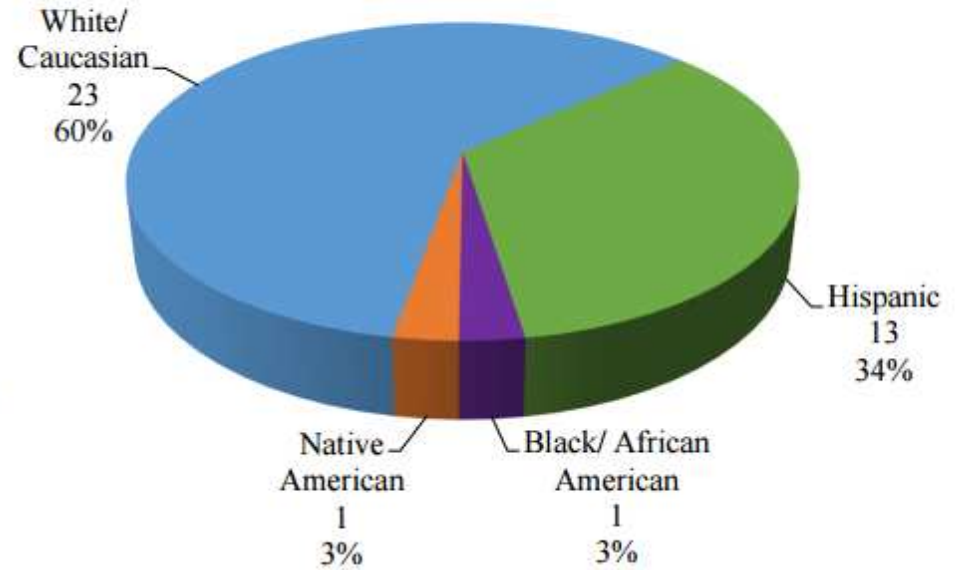


**Mono County Mental Health
MHSAs Adult Survey Results
2015**

Gender:
(N=34)



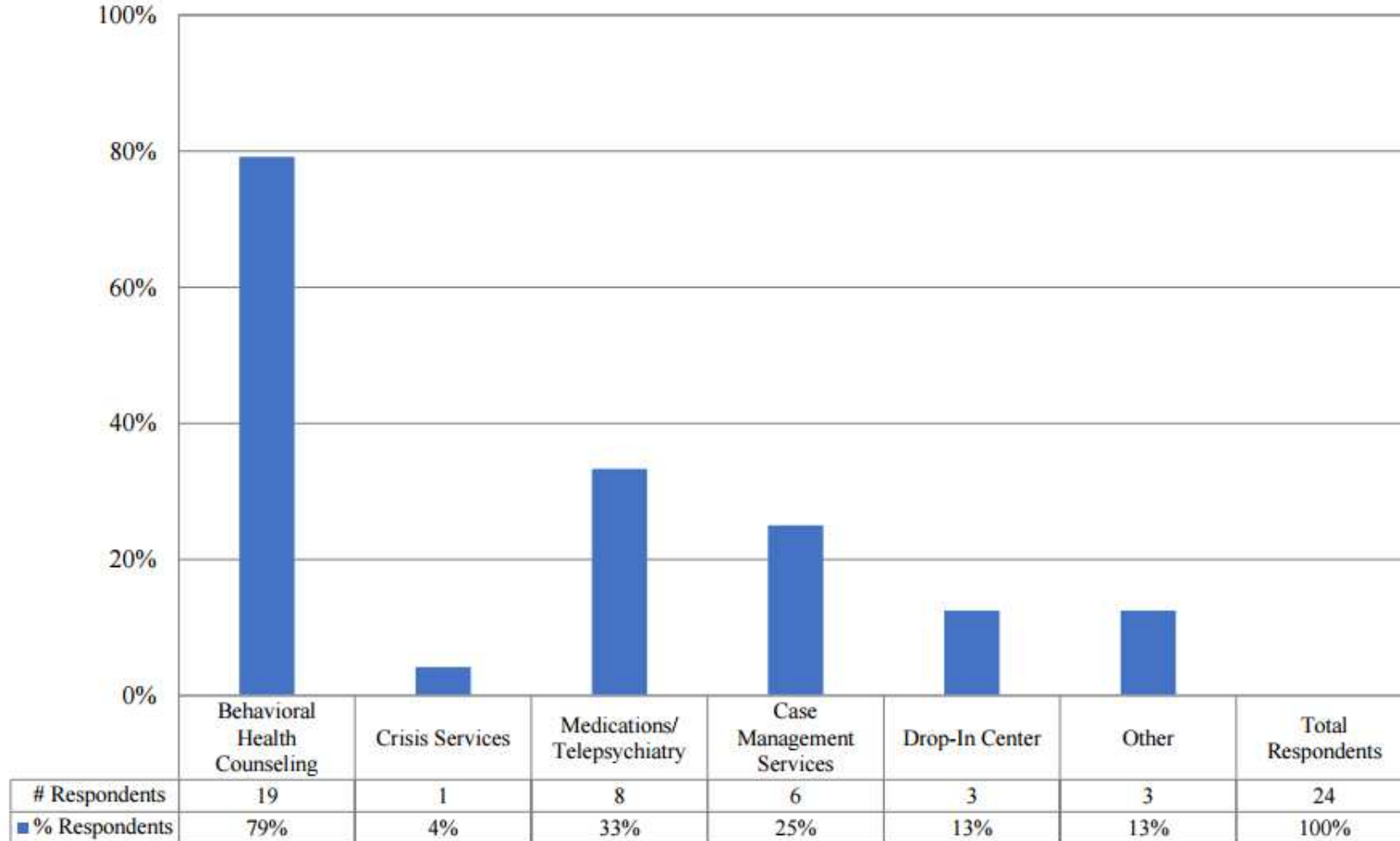
Race/Ethnicity:
(N=38)



**Mono County Mental Health
MHSA Adult Survey Results**

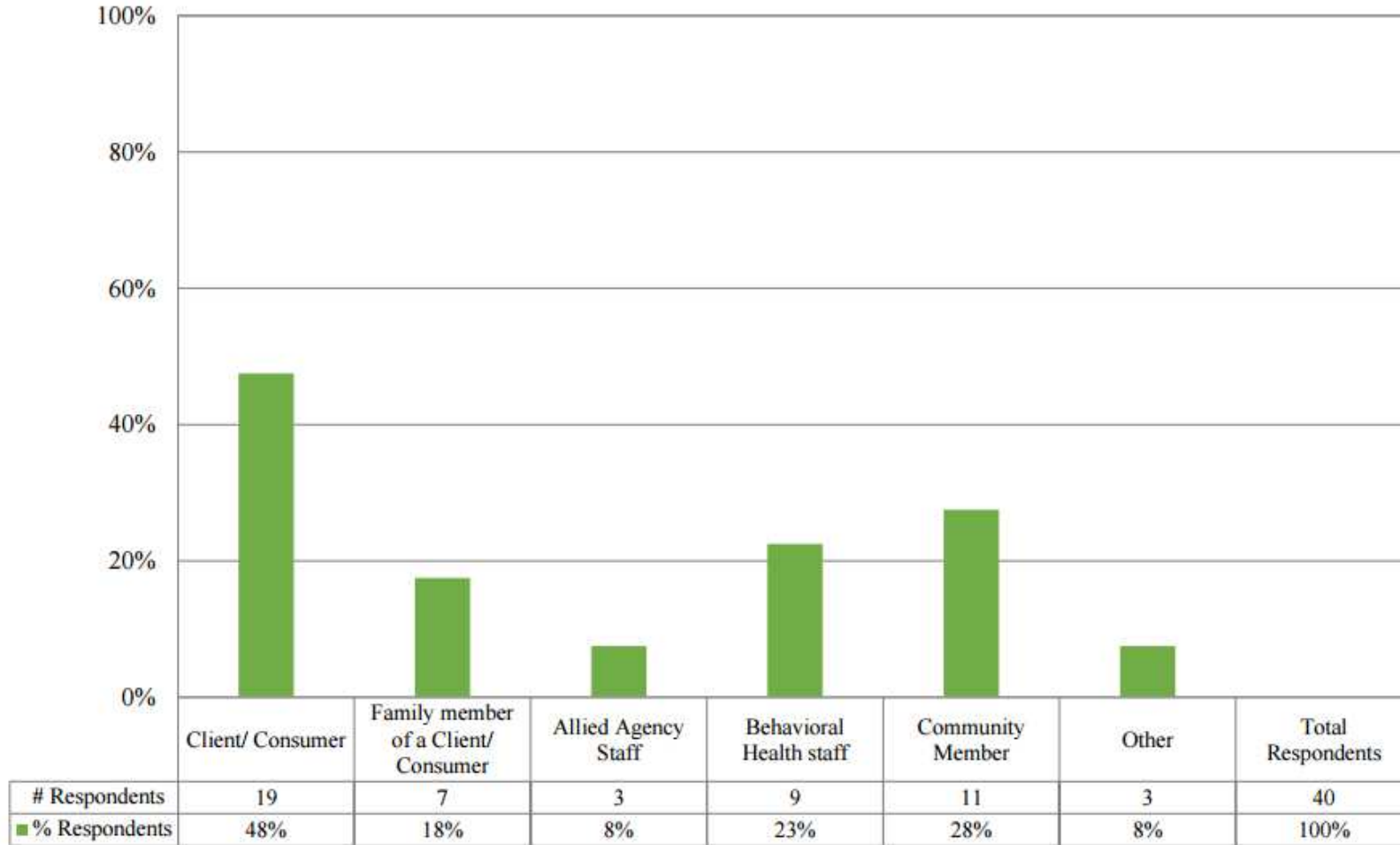
2015

Which Behavioral Health services have you used in the past year?
(Respondents may choose multiple responses)

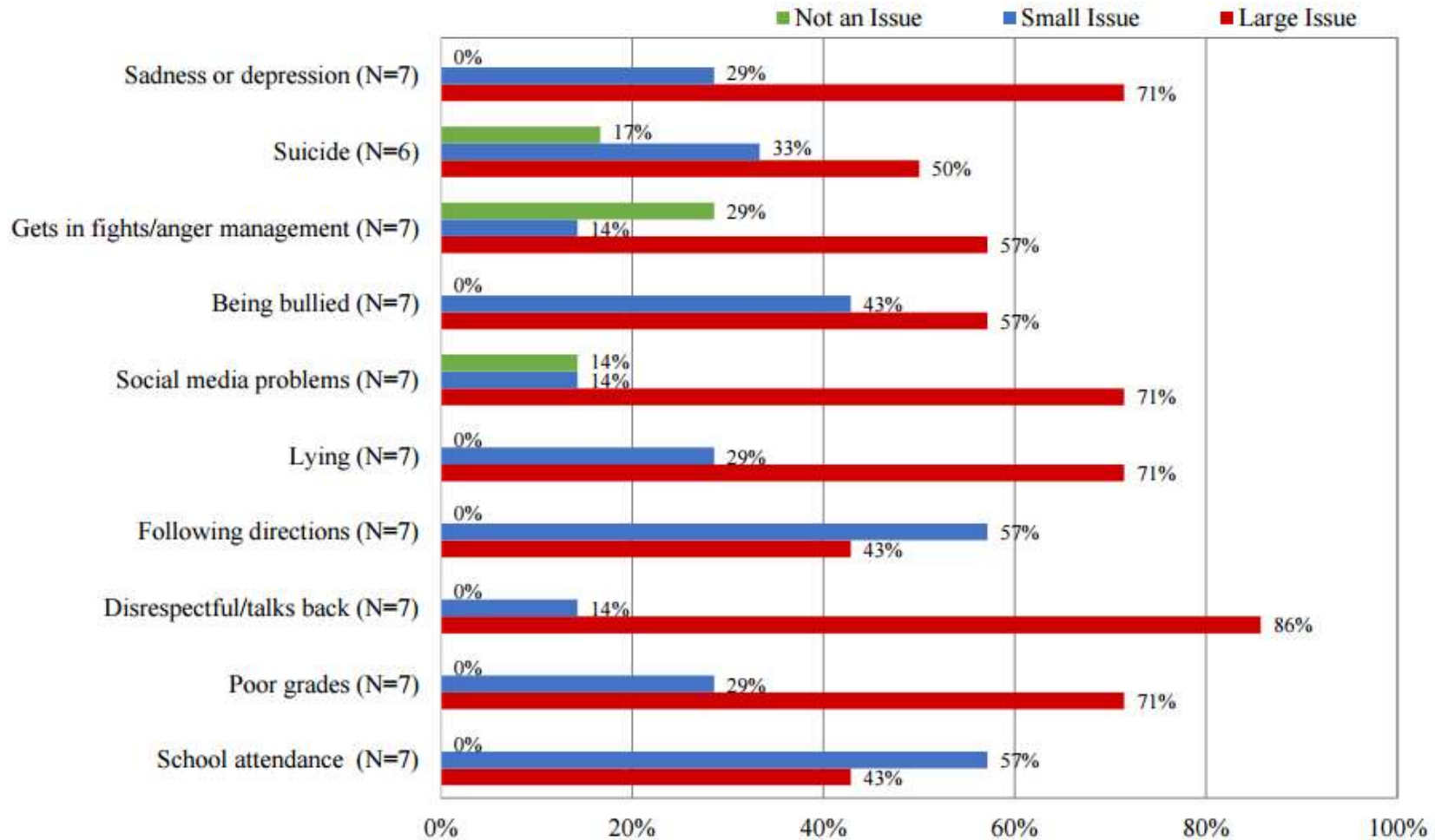


**Mono County Mental Health
MHSA Adult Survey Results
2015**

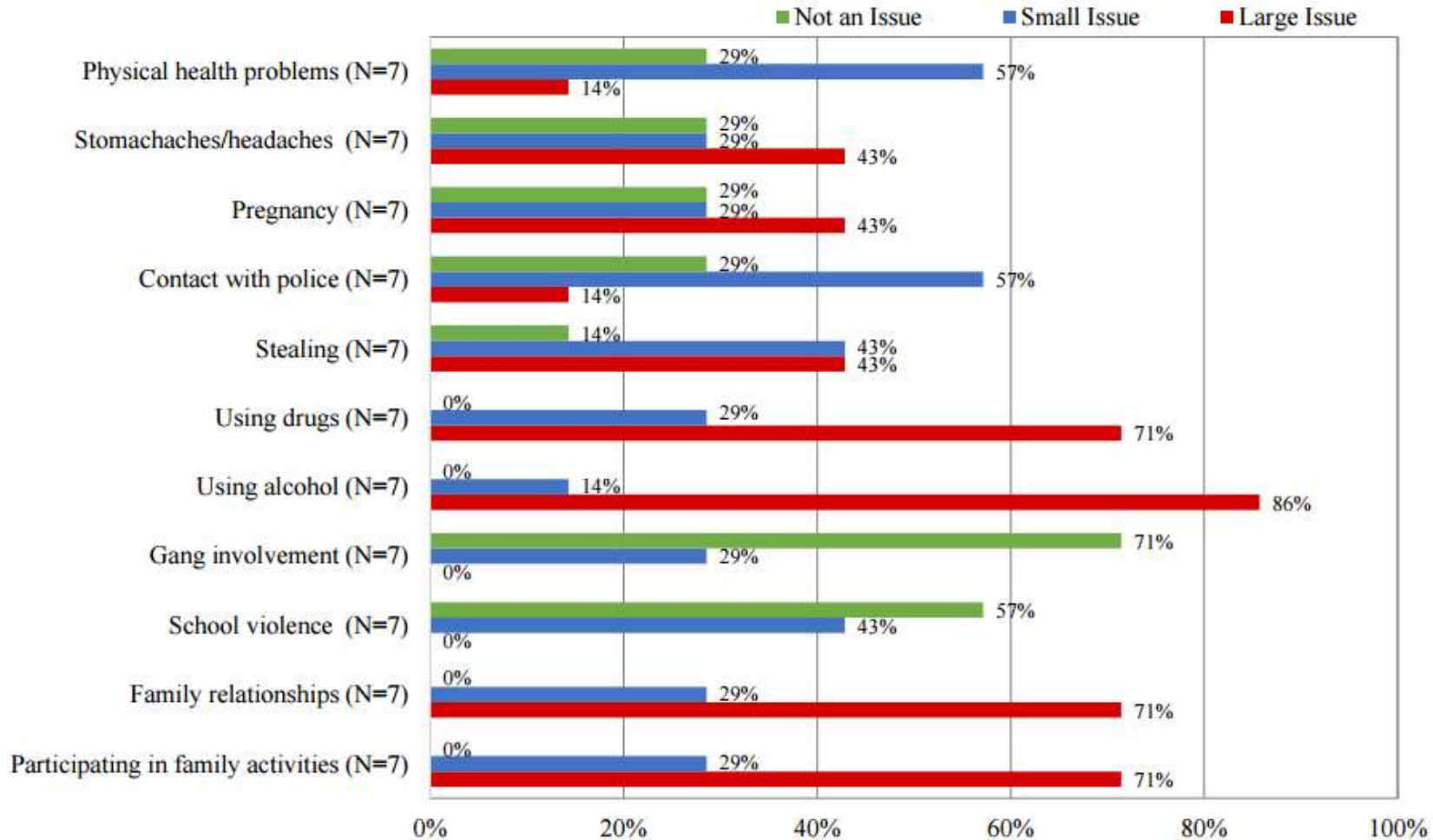
Which of the following best describes your role in the community?
(Respondents may choose multiple responses)



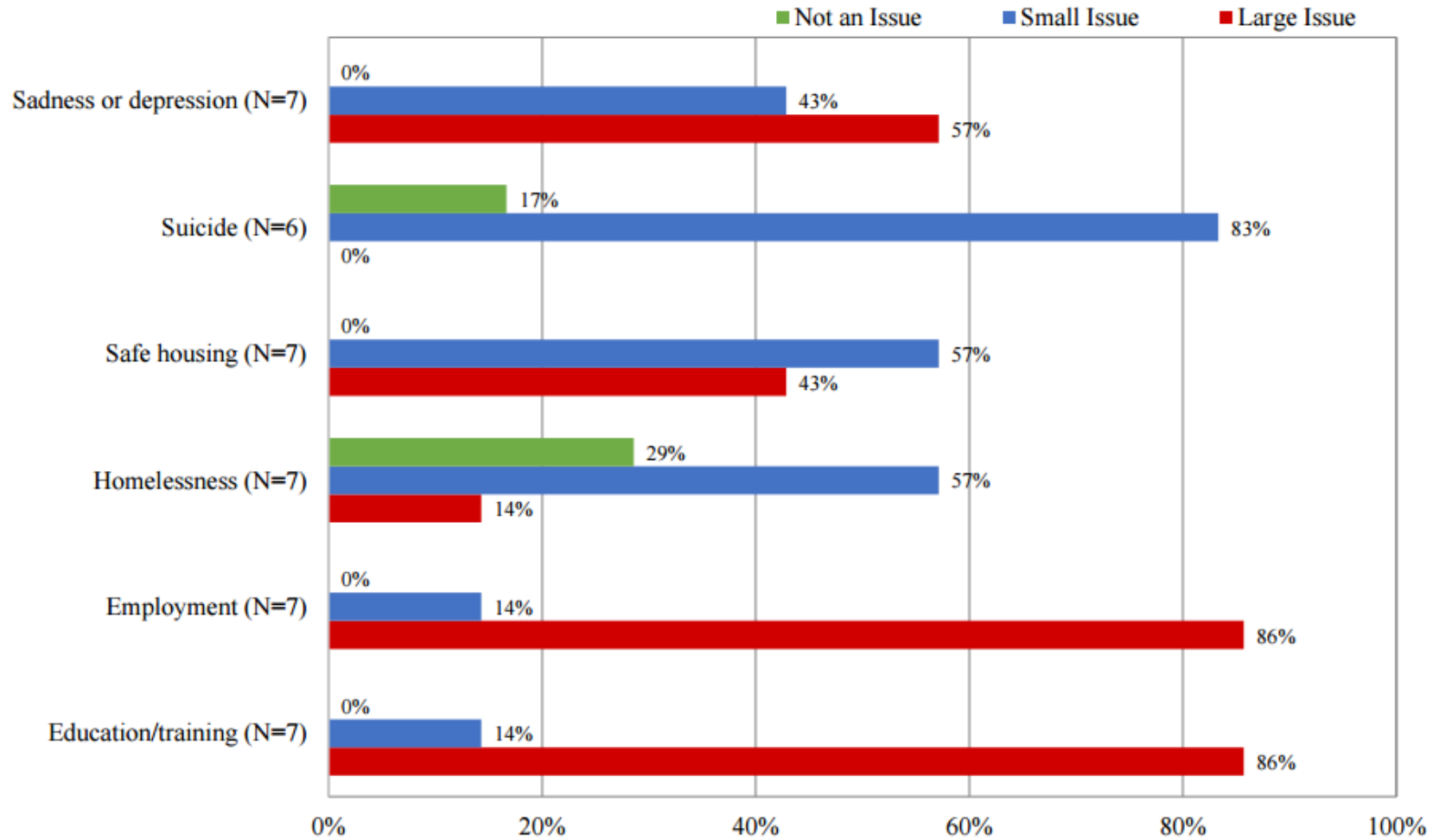
**Mono County Mental Health
MHSA School Personnel Survey Results
Children/Youth Issues
2015**



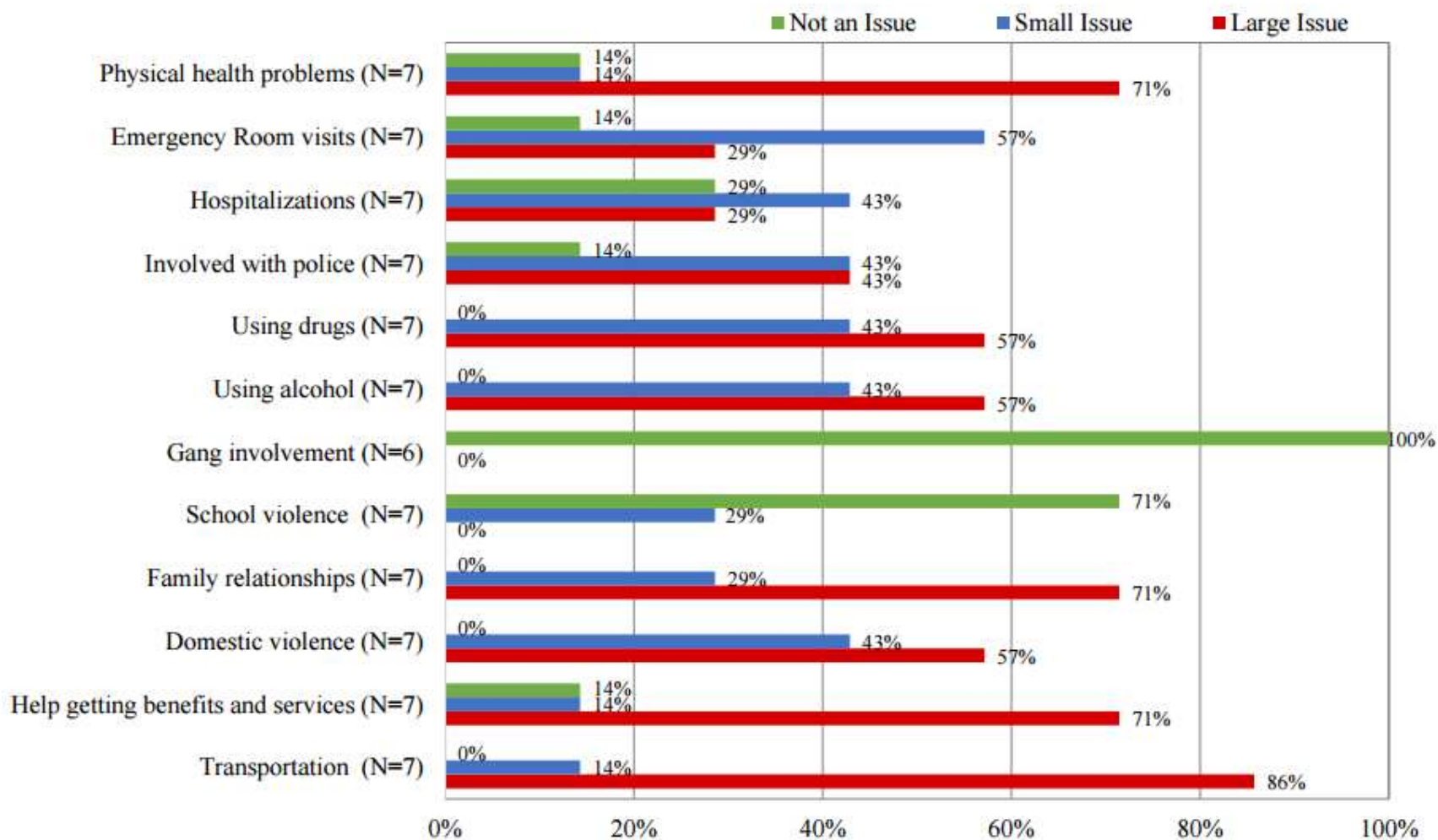
**Mono County Mental Health
MHSA School Personnel Survey Results
Children/Youth Issues
2015**



**Mono County Mental Health
MHSA School Personnel Survey Results
Parent and Family Issues
2015**

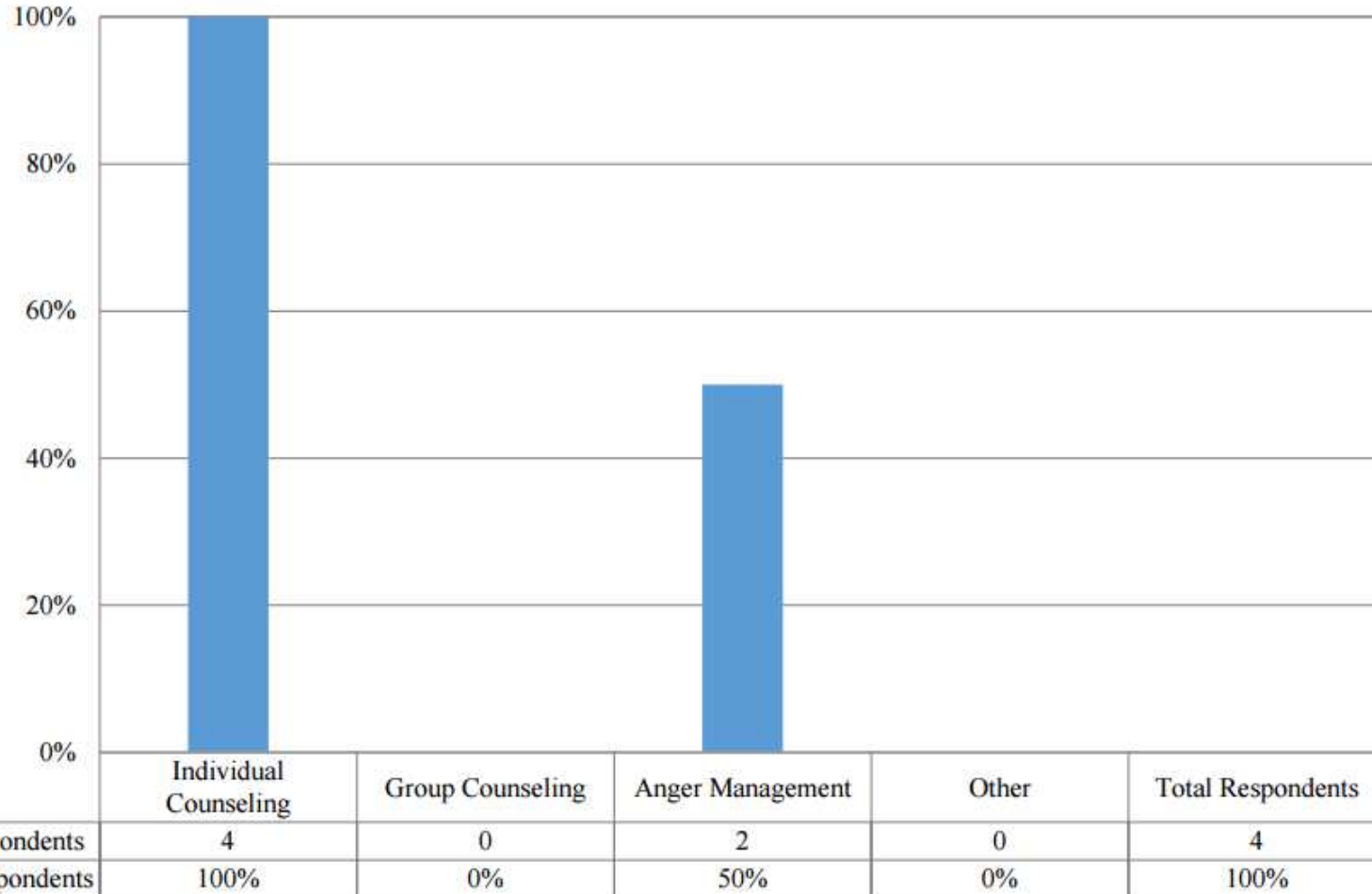


**Mono County Mental Health
MHSA School Personnel Survey Results
Parent and Family Issues
2015**



**Mono County Mental Health
MHPA School Personnel Survey Results
2015**

What Behavioral Health services are currently available at your school?
(Respondents may choose multiple responses)

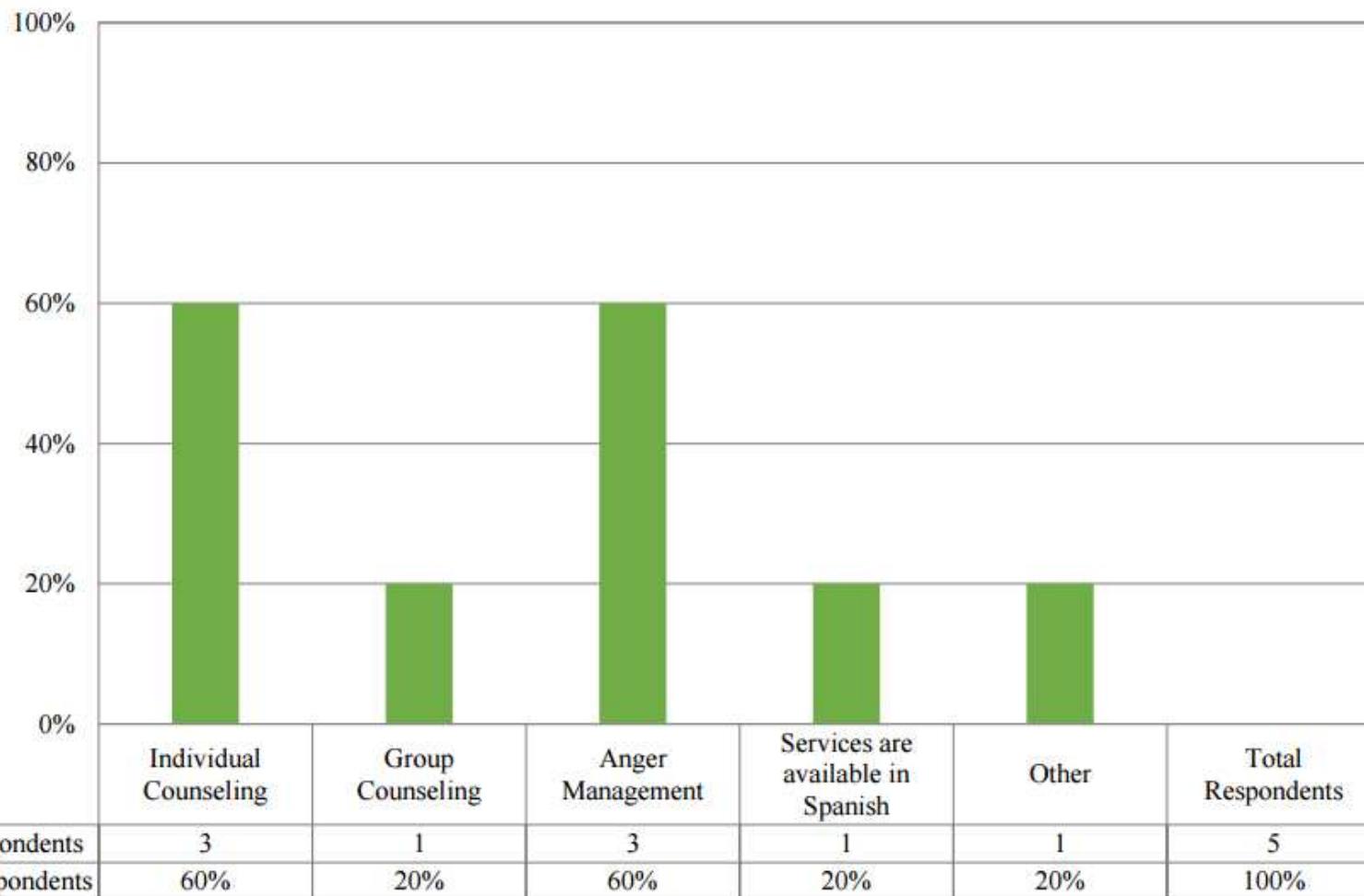


**Mono County Mental Health
MHSA School Personnel Survey Results**

2015

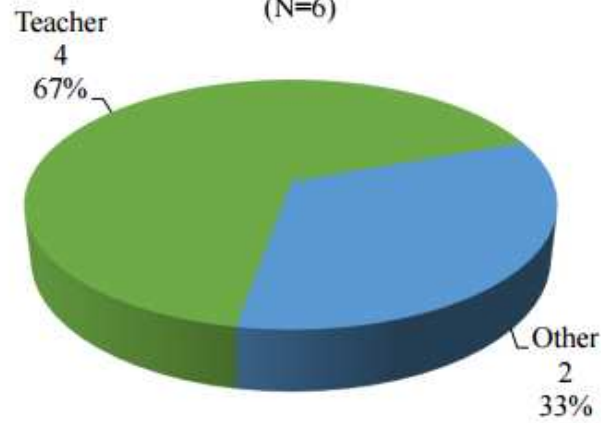
Are there other Behavioral Health services needed at your school?

(Respondents may choose multiple responses)

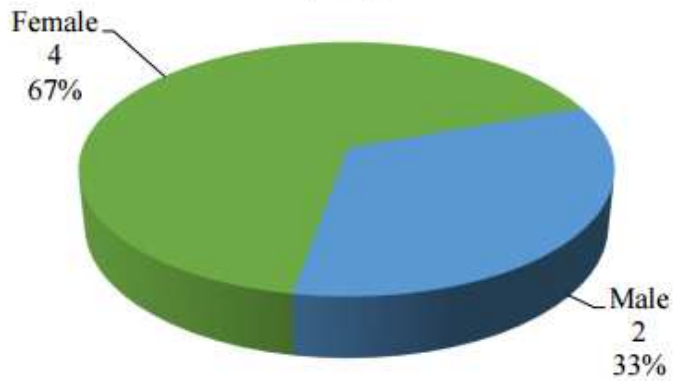


**Mono County Mental Health
MHSA School Personnel Survey Results
2015**

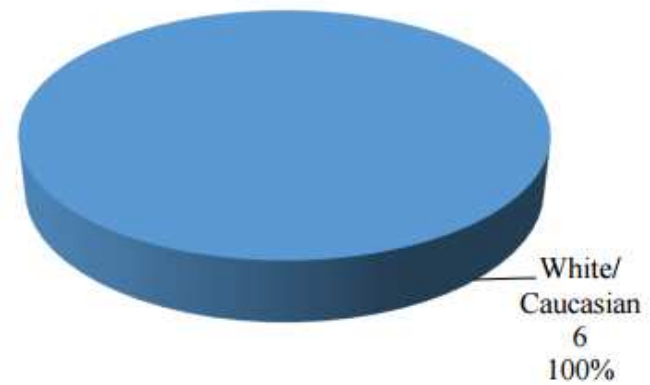
Job Function:
(N=6)



Gender:
(N=6)



Race/Ethnicity:
(N=6)





**Mono County Behavioral Health
Mental Health Services Act
Three-Year Plan Annual Update
FY 2015-2016**

This annual update underwent the community planning process in conjunction with the 2014-2017 Mono County MHSA Three-Year Plan. Please see [“Community Program Planning”](#) for a full description of the methods used to gather input and the key takeaways integrated into this annual update.

2015-2016 ANNUAL UPDATE: LOCAL REVIEW PROCESS

This annual update underwent the local review process in conjunction with the 2014-2017 Mono County MHSA Three-Year Plan. Please see [“Local Review Process”](#) for a full description of the methods used to circulate the annual update and a summary of the recommendations received during the stakeholder review and public hearing.

The MCBH MHSA Community Supports and Services (CSS) program will continue to provide services to all ages [children (ages 0-17); transition age youth (ages 16-25); adults (ages 18-59); older adults (ages 60+)]; all genders; and all races/ethnicities. The CSS Program includes Full Service Partnerships, which embrace a “whatever it takes” service approach to helping individuals achieve their goals. Services for all populations help reduce ethnic disparities, offer peer support, and promote values-driven, evidence-based practices to address each individual’s mental health needs. These services emphasize wellness, recovery, and resiliency and offer integrated services for clients of all ages and their families. Services are delivered in a timely manner and are sensitive to the cultural needs of each individual.

MCBH provides a number of CSS programs, services, and activities that fall into the outreach and engagement category. The department operates two wellness centers: one in Mammoth Lakes and one in the outlying community of Walker. The MCBH Cultural Outreach Committee was formed specifically to develop programming and discuss concerns related to the Hispanic and Native American communities. This committee planned and executed two Latino forums in FY 2015-2016; together, these events attracted approximately 40 attendees. Another program that MCBH has adopted to serve the community is the Healthy IDEAS program, which is a depression screening tool for seniors. The program takes place at the Walker Senior Center and is facilitated by Mono County Social Services.

MCBH has adopted a community clinic model, specifically when it comes to Full Service Partnership (FSP) clients. FSP services include, but are not limited to, one-on-one intensive case management, housing support, transportation, advocacy, assistance navigating other health care and social service systems, child care, and socialization opportunities. A key component of MCBH's FSP program is providing housing support and services. Affordable housing, specifically for those with mental illness, is a critical concern in Mono County, and MCBH has an interdisciplinary team that works together to find and secure housing for FSP clients who are homeless or at risk of homelessness.

Table 1. Unduplicated FSP Clients by Age: FY 2015-2016

Age	Number of Clients	Percent of Caseload
0-15 years	3	10%
16-25 years	8	28%
26-59 years	14	48%
60+ years	4	14%
Total	29	100%

Table 2. Unduplicated FSP Clients by Gender: FY 2015-2016

Age	Number of Clients	Percent of Caseload
Female	12	41%
Male	17	59%
Another	0	0%
Total	29	100%

Table 3. Unduplicated FSP Clients by Race/Ethnicity: FY 2015-2016

Race/Ethnicity	Number of Clients	Percent of Caseload
Non-Hispanic White	13	45%
Non-Hispanic (No Race Specified)	8	27%
Hispanic White	2	7%
Hispanic American Indian	2	7%
Hispanic (No Race Specified)	4	14%
African American	0	0%
Asian/Pacific Islander	0	0%
Other/Unknown	0	0%
Total	29	100%

Challenges or barriers, and strategies to mitigate:

We have been unable to hire an on-site psychiatrist due to economy of scale issues, but we have been able to maintain stable telepsychiatry services, albeit at a high cost. An additional challenge has been identified related to the Healthy IDEAS program; in follow-up meetings, stakeholders have identified needs other than depression screening, such as hospice care. MCBH will consider developing new programming to help meet other identified mental health needs among seniors in the remote northern part of the county.

List any changes for FY 2015-2016, if applicable:

The most notable change to the MHSa Three-Year CSS Plan for FY 2015-2016 has been the expansion of outreach into the Hispanic community, in part through the introduction of the Latino Forums.

The Prevention and Early Intervention (PEI) component of the MHSA Three-Year Plan funds two programs. The first is Mammoth North Star, which is a school-based counseling service that targets K-12 youth. The purpose of the North Star counseling center is to provide quality, culturally relevant, low cost counseling services to students and their families in Mono County. Our school-based counseling center focuses on prevention and early intervention strategies and treatments.

The second program funded by PEI in FY 2015-2016 is the Peapod Program, which was previously an Innovation program. The Peapod Program targets children from birth to five years old and their parents in six communities throughout Mono County. Every year, there are 3-4 Peapod sessions in each location; each session consists of 10 weekly playgroups in which parents and children gather together. The program is peer-run (peer-leaders go through a training program) and consists of structured activities for parents and children to participate in together. This provides time for children and their parents to socialize in rural, geographically remote communities where it is easy for families to feel alone. It also provides parents with a forum to ask developmental questions about their children, discuss problems they are having at home, and seek out services with licensed professionals. Please see below for process evaluation data from FY 2015-2016; see [“Innovation: Peapod Program”](#) for more thorough evaluation data and results.

Challenges or barriers, and strategies to mitigate

A key challenge related to the Mammoth North Star program is the lack of evaluation. Although individual progress is tracked, these data are not aggregated to assess the effectiveness of the program as a whole. Other options for evaluation could include satisfaction surveys from clients and families and an analysis of clients' grades and other key indicators. The creation of an evaluation plan for the North Star program is planned for FY 2016-2017.

List any changes for FY 2015-2016, if applicable

The most significant change in PEI for FY 2015-2016 was moving the Peapod Program from the Innovation category into the Prevention and Early Intervention category. After running its course as an INN program, Peapod was proven valuable, effective, and popular in Mono County. It also meets the goals and requirements of the PEI category, making the transition seamless.

Peapod Overview FY 2015-16



FY 15-16 Totals	Location	Families Served	Kids Served	Kids' total Attendance	# Groups offered	Avg # of Kids in Attendance	Children Ages 0-3	Children Ages 3-5	Children Ages 5+	Children Age Unknown
	Chalfant	3	4	24	12	2	2	1	1	0
	Bridgeport	13	20	132	25	5	12	7	2	1
	Crowley	43	71	285	32	9	34	13	2	22
	Lee Vining	2	2	6	6	1	1	1	0	0
	Mammoth E.	46	67	236	38	6	46	16	1	4
	Mammoth S.	15	28	110	20	6	10	5	11	2
	Walker	26	51	217	37	6	8	6	6	31
	Total	148	243	1010	170	6	113	49	23	60

County-wide
Total Children: 245

Q1	Location	Families Served	Kids Served	Kids' total Attendance	# Groups offered	Avg # of Kids in Attendance	Q2	Location	Families Served	Kids Served	Kids' total Attendance	# Groups offered	Avg # of Kids in Attendance
	Chalfant	0	0	0	0	0		Chalfant	2	2	11	7	2
	Bridgeport	0	0	0	0	0		Bridgeport	6	7	15	4	4
	Crowley	26	39	97	10	10		Crowley	17	50	70	8	9
	Lee Vining	1	1	1	1	1		Lee Vining	0	0	0	0	0
	Mammoth E.	23	35	75	10	8		Mammoth E.	6	7	14	3	5
	Mammoth S.	14	10	32	8	4		Mammoth S.	4	5	9	2	5
	Walker	12	11	76	8	10		Walker	7	18	21	4	5
	Total	76	96	281	37	8		Total	42	89	140	28	5

Q3	Location	Families Served	Kids Served	Kids' total Attendance	# Groups offered	Avg # of Kids in Attendance	Q4	Location	Families Served	Kids Served	Kids' total Attendance	# Groups offered	Avg # of Kids in Attendance
	Chalfant	3	4	7	3	2		Chalfant	3	4	6	2	3
	Bridgeport	13	18	78	12	7		Bridgeport	9	13	40	9	4
	Crowley	12	16	29	5	5		Crowley	26	46	89	9	9
	Lee Vining	2	1	1	1	1		Lee Vining	0	0	0	0	0
	Mammoth E.	21	25	73	10	7		Mammoth E.	26	33	74	11	7
	Mammoth S.	4	11	13	2	7		Mammoth S.	5	13	56	8	7
	Walker	8	13	35	10	4		Walker	9	18	43	9	6
	Total	63	88	236	43	5		Total	78	127	308	48	6

2015-2016 ANNUAL UPDATE: INN

MCBH has determined that this component will not be implemented at this time.

In the previous fiscal year (FY 2014-2015), the Peapod Program was funded through INN; however, this program has now been transferred to the PEI category.

MCBH anticipates proposing a new INN program for FY 2017-2018.

2015-2016 ANNUAL UPDATE: WET

The MCBH Workforce Education and Training (WET) program provides training components, career pathways, and financial incentive programs to staff, volunteers, clients, and family members. We fund staff support to implement and coordinate training and related activities. As part of that effort, we identify ongoing staff education and training needs and pair them with training opportunities both locally and at a regional level. A recent focus is training in the integration of care. We also plan to offer Crisis Intervention Training and Mental Health first aid training for law enforcement and other first responders in our county. MCBH also plans to increase its collaboration with Mammoth Hospital by providing training and technical assistance surrounding mental health referrals.

Challenges or barriers, and strategies to mitigate. Identify shortages in personnel, if any:

Trying to develop a behavioral health specialty within a small, rural county is very difficult due to the small scale of specialist concerns. As a result, most providers at MCBH are more “generalists.” Furthermore, to attend off-site trainings in larger cities such as Sacramento, Los Angeles, or San Francisco often requires at least a half day of travel and a stay overnight.

List any changes for FY 2015-2016, if applicable:

No changes were made to the MHSA WET Program in FY 2015-2016.

MCBH is planning to use Capital Facilities (CF) funds to renovate a five-bedroom house and attached four-unit apartment building that Mono County already owns. Mono County purchased Davison House, located at 71 Davison Rd. in Mammoth Lakes, CA, in 1997 after renting the property for a number of years. The house and apartment building are in need of extensive repairs and renovation, including new roof, new HVAC, improved ADA compliance, fire sprinkler system, etc. Renovating this facility will allow MCBH to house up to 26 consumers with SMI who are homeless or at risk of homelessness. Achievements related to this project include the procurement of an architectural report outlining the work required, meeting with county supervisors to build political will around the project, and presenting before the Mono County Board of Supervisors. The MHSA Coordinator will design a full-scale evaluation of this permanent supportive housing project before residents move in.

Challenges or barriers, and strategies to mitigate.

There are several potential challenges related to Davison House. The first is a potential lack of community support, including “Not In My Backyard” concerned citizens. To mitigate this barrier, MCBH is working closely with county supervisors to ensure their support; the department is also holding several town hall meetings to listen to and address concerns. Another barrier is the scale of the renovations required and the limitations that Mammoth’s harsh winters place upon construction. To mitigate this barrier, MCBH staff are moving as quickly as possible to move the project forward while the weather may still permit construction. At present, MCBH is meeting/has met all relevant benchmarks and goals related to CF/TN projects.

List any changes for FY 2015-2016, if applicable:

No changes were made to the MHSA CF/TN Program in FY 2015-2016.

FY 2015-2016 MHSA FUNDING SUMMARY

Fiscal Year 2014-15 through Fiscal Year 2016-17 Three-Year Mental Health Services Act Expenditure Plan Funding Summary

COUNTY: Mono

MHSA 3-Year Plan Funding Summary		(A)	(B)	(C)	(D)	(E)	(F)
		Community Services and Supports	Prevention and Early Intervention	Innovation	Workforce Education and Training	Capital Facilities and Technological Needs	Prudent Reserve
A. FY 2014-15 Funding							
1. Unspent Funds from Prior Fiscal Years		\$5,168	\$847,425	\$484,456	\$553,622	\$1,100,534	\$0
2. FY 2014-15 Funding		\$1,359,555	\$339,889	\$89,444	\$0	\$0	\$0
3. Transfer In		\$0	\$0	\$0	\$0	\$0	\$0
TOTAL REVENUES		\$1,364,723	\$1,187,314	\$573,900	\$553,622	\$1,100,534	\$100,000
B. Fiscal Year 2014-15 Expenditures		-\$770,277	-\$144,497	-\$43,432	-\$2,500	-\$62,570	
TOTAL		\$594,446	\$1,042,817	\$530,468	\$551,122	\$1,037,964	\$100,000
C. FY 2015-16 Funding							
1. Unspent Funds from Prior Fiscal Years		\$594,446	\$1,042,817	\$530,468	\$551,122	\$1,037,964	\$0
2. FY 2015-16 Funding		\$1,214,252	\$303,564	\$79,885	\$0	\$0	\$0
3. Transfer In		\$0	\$0	\$0	\$0	\$0	\$0
TOTAL REVENUES		\$1,808,698	\$1,346,381	\$610,353	\$551,122	\$1,037,964	\$0
D. Fiscal Year 2015-16 Expenditures		-\$1,165,807	-\$138,560	\$0	\$0	-\$47,934	\$120,000
TOTAL		\$642,891	\$1,207,821	\$610,353	\$551,122	\$990,030	\$120,000
E. FY 2016-17 Estimated Funding							
1. Estimated Unspent Fund from Prior Fiscal Years		\$642,891	\$1,207,821	\$610,353	\$551,122	\$990,030	\$0
2. Estimated New 2016-17 Funding		\$915,974	\$228,993	\$60,261	\$0	\$0	\$0
3. Transfer In		\$0	\$0	\$0	\$0	\$0	\$0
F. TOTAL REVENUES		\$1,558,865	\$1,436,814	\$670,614	\$551,122	\$990,030	\$0
Fiscal Year 2016-17 Estimated Expenditures		-\$887,998	-\$185,150	\$0	-\$10,000	-\$62,331	\$100,000
TOTAL		\$670,867	\$1,251,664	\$670,614	\$541,122	\$927,699	\$100,000



**Mono County Behavioral Health
Mental Health Services Act
Three-Year Plan Annual Update
FY 2016-2017**

2016-2017 ANNUAL UPDATE: COMMUNITY PROGRAM PLANNING

This annual update underwent the community planning process in conjunction with the 2014-2017 Mono County MHSA Three-Year Plan. Please see [“Community Program Planning”](#) for a full description of the methods used to gather input and the key takeaways integrated into this annual update.

2016-2017 ANNUAL UPDATE: LOCAL REVIEW PROCESS

This annual update underwent the local review process in conjunction with the 2014-2017 Mono County MHSA Three-Year Plan. Please see [“Local Review Process”](#) for a full description of the methods used to circulate the annual update and a summary of the recommendations received during the stakeholder review and public hearing.

The MCBH MHSA Community Supports and Services (CSS) program will continue to provide services to all ages [children (ages 0-17); transition age youth (ages 16-25); adults (ages 18-59); older adults (ages 60+)]; all genders; and all races/ethnicities. The CSS Program includes Full Service Partnerships, which embrace a “whatever it takes” service approach to helping individuals achieve their goals. Services for all populations help reduce ethnic disparities, offer peer support, and promote values-driven, evidence-based practices to address each individual’s mental health needs. These services emphasize wellness, recovery, and resiliency and offer integrated services for clients of all ages and their families. Services are delivered in a timely manner and are sensitive to the cultural needs of each individual.

MCBH provides a number of CSS programs, services, and activities that fall into the outreach and engagement category. The department operates two wellness centers: one in Mammoth Lakes and one in the outlying community of Walker. The MCBH Cultural Outreach Committee was formed specifically to develop programming and discuss concerns related to the Hispanic and Native American communities. This committee will plan and execute at least two more Latino forums in FY 2016-2017. Another program that MCBH has adopted to serve the community is the Healthy IDEAS program, which is a depression screening tool for seniors. The program takes place at the Walker Senior Center and is facilitated by Mono County Social Services.

MCBH has adopted a community clinic model, specifically when it comes to Full Service Partnership (FSP) clients. FSP services include, but are not limited to, one-on-one intensive case management, housing support, transportation, advocacy, assistance navigating other health care and social service systems, child care, and socialization opportunities. A key component of MCBH's FSP program is providing housing support and services. Affordable housing, specifically for those with mental illness, is a critical concern in Mono County and MCBH has an interdisciplinary team that works together to find and secure housing for FSP clients who are homeless or at risk of homelessness.

Challenges or barriers, and strategies to mitigate:

We have been unable to hire an on-site psychiatrist due to economy of scale issues, but we have been able to maintain stable telepsychiatry services, albeit at a high cost. An additional challenge has been identified related to the Healthy IDEAS program; in follow-up meetings, stakeholders have identified needs other than depression screening, such as hospice care. MCBH will consider developing new programming to help meet other identified mental health needs among seniors in the remote northern part of the county.

List any changes for FY 2016-2017, if applicable:

No changes were made to the MHSA CSS Program in FY 2016-2017.

The Prevention and Early Intervention (PEI) component of the MHSA Three-Year Plan funds two programs. The first is Mammoth North Star, which is a school-based counseling service that targets K-12 youth. The purpose of the North Star counseling center is to provide quality, culturally relevant, low cost counseling services to Mono County students and their families. Our school-based counseling center focuses on prevention and early intervention strategies and treatments.

The second program funded by PEI is the Peapod Program, which targets children from birth to five years old and their parents in six communities throughout Mono County. Every year, there are 3-4 Peapod sessions in each location; each session consists of 10 weekly playgroups in which parents and children gather together. The program is peer-run (peer-leaders go through a training program) and consists of structured activities for parents and children to participate in together. This provides time for children and their parents to socialize in rural, geographically remote communities where it is easy for families to feel alone. It also provides parents with a forum to ask developmental questions about their children, discuss problems they are having at home, and seek out services with licensed professionals. Please see [“2015-2016 Annual Update: PEI”](#) for program evaluation data and results.

Challenges or barriers, and strategies to mitigate:

A key challenge related to the Mammoth North Star program is the lack of evaluation. Although individual progress is tracked, these data are not aggregated to assess the effectiveness of the program as a whole. Other options for evaluation could include satisfaction surveys from clients and families and an analysis of clients' grades and other key indicators. The creation of an evaluation plan for the North Star program is planned for FY 2016-2017.

List any changes for FY 2016-2017, if applicable:

In early 2017, MCBH plans to begin development of an evaluation for the Mammoth North Star program. Details of this evaluation and its implementation will be reported in MCBH's 2017-2020 MHSA Three-Year Plan.

2016-2017 ANNUAL UPDATE: INN

MCBH has determined that this component will not be implemented at this time.

MCBH anticipates proposing a new INN program for FY 2017-2018.

2016-2017 ANNUAL UPDATE: WET

The MCBH Workforce Education and Training (WET) program provides training components, career pathways, and financial incentive programs to staff, volunteers, clients, and family members. We fund staff support to implement and coordinate training and related activities. As part of that effort, we identify ongoing staff education and training needs and pair them with training opportunities both locally and at a regional level. A recent focus is training in the integration of care. We also plan to offer Crisis Intervention Training and Mental Health first aid training for law enforcement and other first responders in our county. MCBH also plans to increase its collaboration with Mammoth Hospital by providing training and technical assistance surrounding mental health referrals.

Challenges or barriers, and strategies to mitigate. Identify shortages in personnel, if any:

Trying to develop a behavioral health specialty within a small, rural county is very difficult due to the small scale of specialist concerns. As a result, most providers at MCBH are more “generalists.” Furthermore, to attend off-site trainings in larger cities such as Sacramento, Los Angeles, or San Francisco often requires at least a half day of travel and a stay overnight.

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Challenges or barriers, and strategies to mitigate.

There are several potential challenges related to Davison House. The first is a potential lack of community support, including “Not In My Backyard” concerned citizens. To mitigate this barrier, MCBH is working closely with county supervisors to ensure their support; the department is also holding several town hall meetings to listen to and address concerns. Another barrier is the scale of the renovations required and the limitations that Mammoth’s harsh winters place upon construction. To mitigate this barrier, MCBH staff are moving as quickly as possible to move the project forward while the weather may still permit construction. At present, MCBH is meeting/has met all relevant benchmarks and goals related to CF/TN projects.

List any changes for FY 2016-2017, if applicable:

No changes were made to the MHSA CF/TN Program in FY 2016-2017.

2016-2017 MHSA FUNDING SUMMARY

Fiscal Year 2014-15 through Fiscal Year 2016-17 Three-Year Mental Health Services Act Expenditure Plan Funding Summary

COUNTY: Mono

MHSA 3-Year Plan Funding Summary		(A)	(B)	(C)	(D)	(E)	(F)
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TOTAL	\$594,446	\$1,042,817	\$530,468	\$551,122	\$1,037,964	\$100,000	
C. FY 2015-16 Funding							
1. Unspent Funds from Prior Fiscal Years	\$594,446	\$1,042,817	\$530,468	\$551,122	\$1,037,964	\$0	
2. FY 2015-16 Funding	\$1,214,252	\$303,564	\$79,885	\$0	\$0	\$0	
3. Transfer In	\$0	\$0	\$0	\$0	\$0	\$0	
TOTAL REVENUES	\$1,808,698	\$1,346,381	\$610,353	\$551,122	\$1,037,964	\$0	
D. Fiscal Year 2015-16 Expenditures	-\$1,165,807	-\$138,560	\$0	\$0	-\$47,934	\$120,000	
TOTAL	\$642,891	\$1,207,821	\$610,353	\$551,122	\$990,030	\$120,000	
E. FY 2016-17 Estimated Funding							
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2. Estimated New 2016-17 Funding	\$915,974	\$228,993	\$60,261	\$0	\$0	\$0	
3. Transfer In	\$0	\$0	\$0	\$0	\$0	\$0	
TOTAL REVENUES	\$1,558,865	\$1,436,814	\$670,614	\$551,122	\$990,030	\$0	
F. Fiscal Year 2016-17 Estimated Expenditures	-\$887,998	-\$185,150	\$0	-\$10,000	-\$62,331	\$100,000	
TOTAL	\$670,867	\$1,251,664	\$670,614	\$541,122	\$927,699	\$100,000	

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**OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS**

REGULAR AGENDA REQUEST

Print

MEETING DATE March 14, 2017

Departments: CDD

TIME REQUIRED

SUBJECT Appointment of Bridgeport Valley
Regional Planning Advisory
Committee (RPAC) Members

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

Recommendation by Supervisor Peters regarding Bridgeport Valley RPAC member appointments.

RECOMMENDED ACTION:

Appoint Justin Nalder, Barry Beck, Steve Noble, Benny Romero, John Migliore, and Gene Kinum to the Bridgeport Valley RPAC for four-year terms expiring January 31, 2021, as recommended by Supervisor Peters. Provide any desired direction to staff.

FISCAL IMPACT:

No fiscal impacts are expected.

CONTACT NAME: Wendy Sugimura

PHONE/EMAIL: 760.924.1814 / wsugimura@mono.ca.gov

SUBMIT THE ORIGINAL DOCUMENT WITH
ATTACHMENTS TO THE OFFICE OF
THE COUNTY ADMINISTRATOR
PRIOR TO 5:00 P.M. ON THE FRIDAY
32 DAYS PRECEDING THE BOARD MEETING

SEND COPIES TO:
Scott Burns, Wendy Sugimura

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

<p>Click to download</p> <p> Staff Report</p>

History

Time

Who

Approval

3/9/2017 11:42 AM	County Administrative Office	Yes
3/6/2017 1:29 PM	County Counsel	Yes
3/7/2017 1:18 PM	Finance	Yes

Mono County Community Development Department

PO Box 347
Mammoth Lakes, CA 93546
760.924.1800, fax 924.1801
commdev@mono.ca.gov

Planning Division

PO Box 8
Bridgeport, CA 93517
760.932.5420, fax 932.5431
www.monocounty.ca.gov

March 14, 2017

To: The Honorable Mono County Board of Supervisors
From: Wendy Sugimura for John Peters, District 4 Supervisor
Subject: Appointment of Bridgeport Valley Regional Planning Advisory Committee (RPAC) Members

Action Requested

Appoint Justin Nalder, Barry Beck, Steve Noble, Benny Romero, John Migliore, and Gene Kinum to the Bridgeport Valley RPAC as recommended by Supervisor Peters.

Fiscal/Mandates Impact

No fiscal impacts are expected.

Current Fiscal Year Budget Projections

No impact is expected on current fiscal year budget projections.

Discussion

Supervisor Peters, District 4, requests Board consideration of his recommendation for memberships / terms for the Bridgeport Valley RPAC. The RPAC currently has nine members, and five of those terms expired in January 2017. The RPAC Bylaws allow for up to 15 members total. Five members are applying for reappointment and one new application has been received, which brings the total membership to 10. RPAC terms are for four years.

Recommended appointments (four-year terms expiring Jan. 2021):

Justin Nalder (new)
Barry Beck (reappointment)
Steve Noble (reappointment)
Benny Romero (reappointment)
John Migliore (reappointment)
Gene Kinum (reappointment)

Other existing members (for information only, terms expiring Jan. 2018):

Jeff Hunewill
Bob Peters
Nick Way
Erinn Wells

Applications for the recommended appointees are available by request. If you have any questions regarding this item, please contact Wendy Sugimura at 924-1814 or Supervisor Peters.



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE March 14, 2017

Departments: Public Health

TIME REQUIRED

SUBJECT County Medical Services Program
(CMSP) County Wellness and
Prevention Pilot Project Grant
Agreement

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

Proposed contract with the County Medical Services Program (CMSP) pertaining to the contract for the CMSP County Wellness and Prevention Pilot Project Gant Agreement. This non-competitive opportunity was available to all CMSP counties to improve access to care for CMSP members or potential members, promote wellness in that population, and/or improve the effectiveness of local service delivery systems that serve that population.

RECOMMENDED ACTION:

Approve County entry into proposed contract and authorize Lynda Salcido, Public Health Director, to execute said contract on behalf of the County. Provide any desired direction to staff.

FISCAL IMPACT:

Total Amount to be Paid under Agreement: \$147,000. This amount to be paid in three yearly installments over the course of the grant period, March 1, 2017 through June 30, 2020.

CONTACT NAME: Lynda Salcido

PHONE/EMAIL: 760-924-1842 / lsalcido@mono.ca.gov

SUBMIT THE ORIGINAL DOCUMENT WITH
ATTACHMENTS TO THE OFFICE OF
THE COUNTY ADMINISTRATOR
**PRIOR TO 5:00 P.M. ON THE FRIDAY
32 DAYS PRECEDING THE BOARD MEETING**

SEND COPIES TO:
Lynda Salcido, Public Health/EMS Director

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[Staff Report](#)

History

Time	Who	Approval
3/7/2017 12:15 PM	County Administrative Office	Yes
3/7/2017 10:11 AM	County Counsel	Yes
3/7/2017 1:29 PM	Finance	Yes

COUNTY of MONO

HEALTH DEPARTMENT

P.O. BOX 3329

MAMMOTH LAKES, CA 93546

Public Health (760) 924-1830 Fax (760) 924-1831
Environmental Health (760) 924-1800 Fax (760) 924 1801



March 1, 2017

TO: Honorable Board of Supervisors

FROM: Lynda Salcido, Public Health/EMS Director

SUBJECT: County Medical Services Program (CMSP) County Wellness and Prevention Pilot Project Grant Agreement, March 1, 2017 thru June 30, 2020.

RECOMMENDED ACTION:

That the Board of Supervisors approve the County's entry into the proposed contract and authorize Lynda Salcido, Public Health Director, to execute said contract on behalf of the County.

DISCUSSION:

This proposed contract with the County Medical Services Program (CMSP) pertains to the grant agreement for the CMSP County Wellness and Prevention Pilot Project Grant. This non-competitive opportunity was available to all CMSP counties to improve access to care for CMSP members or potential members, promote wellness in that population, and/or improve the effectiveness of local service delivery systems that serve that population. The project will focus on three primary objectives:

1. Educate the target population about available medical services, wellness supports and public assistance programs.
2. Enroll the target population in affordable health insurance, including CMSP.
3. Provide indigent members of our target population with better access to nonemergency medical and wellness services through transportation assistance.

FISCAL IMPACT:

Total amount to be paid under agreement is \$147,000.

For questions regarding this item, please contact Lynda Salcido, 760-924-1842.

Thank you

**AGREEMENT FOR
COUNTY MEDICAL SERVICES PROGRAM GOVERNING BOARD**

COUNTY WELLNESS & PREVENTION PILOT PROJECT

between

**COUNTY MEDICAL SERVICES PROGRAM
GOVERNING BOARD
("Board")**

and

**MONO COUNTY PUBLIC HEALTH
("Grantee")**

Effective as of:
March 1, 2017

AGREEMENT

COUNTY MEDICAL SERVICES PROGRAM COUNTY WELLNESS & PREVENTION PILOT PROJECT

FUNDING GRANT

This agreement ("Agreement") is by and between the County Medical Services Program Governing Board ("Board") and the lead agency listed on Exhibit A ("Grantee").

A. The Board approved the funding of the County Wellness & Prevention Pilot Project (the "Pilot Project") in participating County Medical Services Program ("CMSP") counties in accordance with the terms of its Request for Proposals for the County Wellness & Prevention Pilot Project in the form attached as Exhibit B ("RFP").

B. Grantee submitted an Application ("Application") for the County Wellness & Prevention Pilot Project in the form attached as Exhibit C (the "Project"). The Project is a grant project ("Grant Project").

C. Subject to the availability of Board funds, the Board desires to award funds to the Grantee for performance of the Project.

The Board and Grantee agree as follows:

1. Project. Grantee shall perform the Project in accordance with the terms of the RFP and the Application. Should there be a conflict between the RFP and the Application, the RFP shall control unless otherwise specified in this Agreement.

2. Grant Funds.

A. Payment. Subject to the availability of Board funds, the Board shall pay Grantee the amounts in the time periods specified in Exhibit A ("Grant Funds") within thirty (30) calendar days of the Board's receipt of an invoice from Grantee for a Grant Project, as described in Exhibit A. Neither the Board nor CMSP shall be responsible for funding additional Project costs, future County Wellness & Prevention Pilot Projects or services provided outside the scope of the Pilot Project.

B. Refund. If Grantee does not spend the entire Grant Funds for performance of the Project within the term of this Agreement, then Grantee shall immediately refund to the Board any unused Grant Funds.

C. Possible Reduction in Amount. The Board may, within its sole discretion, reduce any Grant Funds that have not yet been paid by the Board to Grantee if Grantee does not demonstrate compliance with the use of Grant Funds as set forth in Section 2.D, below. The Board's determination of a reduction, if any, of Grant Funds shall be final.

D. Use of Grant Funds. As a condition of receiving the Grant Funds, Grantee shall use the Grant Funds solely for the purpose of performance of the Project, and shall not use

the Grant Funds to fund Grantee's administrative and/or overhead costs; provided, however, an amount of the Grant Funds equal to or less than fifteen percent (15%) of the total Project expenditures may be used to fund Grantee's administrative and/or overhead expenses directly attributed to the Project. Grantee shall provide Board with reasonable proof that Grantee has dedicated the Grant Funds to the Project. Grantee shall refund to the Board any Grant Funds not fully dedicated to the Project. Grantee shall budget for evaluation expenses (such as time spent performing data collection, analyzing data, or preparing reports) in an amount not to exceed ten percent (10%) of total Pilot Project expenditures.

E. Annual Expenditure Reports. The Grantee shall provide the Board with annual expenditure reports documenting the use of Grant Funds in a form as determined by the Board.

F. Matching Funds. The Grantee is not required to provide in kind and/or matching funds but are strongly encouraged to provide such in kind and/or added funds from other sources to maximize the potential scope and reach of the Project. In kind and/or matching funds may be provided solely by the Grantee or through a combination of funding sources.

3. Grantee Data Sheet. Grantee shall complete and execute the Grantee Data Sheet attached as Exhibit D ("Grantee Data Sheet"). Board may, within its sole discretion, demand repayment of any Grant Funds from Grantee should any of the information contained on the Grantee Data Sheet not be true, correct or complete.

4. Board's Ownership of Personal Property. If Grantee's Application anticipates the purchase of personal property such as computer equipment or computer software with Grant Funds, then this personal property shall be purchased in Grantee's name and shall be dedicated exclusively to the Grantee's health care or administrative purposes. If the personal property will no longer be used exclusively for the Grantee's health care or administrative purposes, then Grantee shall, immediately upon the change of use, pay to the Board the fair market value of the personal property at the time of the change of use. After this payment, Grantee may either keep or dispose of the personal property. Grantee shall list all personal property to be purchased with Grant Funds on Exhibit A. This paragraph 4 shall survive the termination or expiration of this Agreement.

5. Authorization. Grantee represents and warrants that this Agreement has been duly authorized by Grantee's governing board, and the person executing this Agreement is duly authorized by Grantee's governing board to execute this Agreement on Grantee's behalf.

6. Data and Project Evaluation. Grantee shall collect Project data and conduct a Project evaluation. Grantee shall report data and evaluation findings to the Board as part of the Progress and Final Reporting set forth in Section 7, below. The Grantee shall not submit any protected health information ("PHI") to the Board. The Board reserves the right to hire an external pilot project evaluator to conduct an evaluation of the Project ("Pilot Project Evaluator"). The Grantee may be required to participate in one or more interviews with Pilot Project Evaluator, have a minimum of one (1) representative participate in quarterly web-based technical assistance meetings, and participate in surveys with the Pilot Project Evaluator as determined by the Board. Grantee shall maintain and provide the Board with reasonable access

to such records for a period of at least four (4) years from the date of expiration of this Agreement. Grantee shall cooperate fully with the Board, its agents and contractors, including but not limited to the Pilot Project Evaluator, and provide information to any such contractor in a timely manner. The Board may, within its sole discretion, terminate this Agreement at any time and suspend and/or discontinue payment of any Grant Funds if Grantee does not satisfactorily meet data collection and reporting requirements as set forth herein and in the RFP.

7. Progress and Final Reporting. Grantee shall notify the Board of any proposed substantial changes to the Project's components. The Project's components shall include: (a) the Project plan; (b) the target population; (c) the structure and process for providing services/support; (d) the roles and responsibilities of all participating (partnering) agencies; (e) services provided; (f) key Grantee personnel; (g) the budget; and (h) timelines. The Grantee shall submit five (5) biannual progress reports to the Board, that: (a) highlights the Project's key accomplishments, to date; (b) identifies challenges and barriers encountered during the prior six (6) months; (c) describes what the Project has learned, to date, about the target population; and (d) provides an update on data collection and evaluation efforts. In addition, the Grantee shall submit a final report to the Board by March 31, 2020, that: (a) highlights the Project's key accomplishments; (b) identifies challenges and barriers encountered during the Project; (c) describes what the Project has learned about the target population; (d) reports the evaluation findings; and (e) thoroughly describes the Project's future activities following the Pilot Project. The Board may, within its sole discretion, terminate this Agreement at any time and suspend and/or discontinue payment of any Grant Funds if Grantee does not satisfactorily meet reporting requirements as set forth herein and in the RFP.

8. Term. The term of this Agreement shall be from March 1, 2017, to June 30, 2020, unless otherwise extended in writing by mutual consent of the parties.

9. Termination. This Agreement may be terminated: (a) by mutual consent of the parties; (b) by either party upon thirty (30) days prior written notice of its intent to terminate; or, (c) by the Board immediately for Grantee's material failure to comply with the terms of this Agreement, including but not limited to the terms specified in paragraphs 6, 7 and 8. Upon termination or expiration of the term, Grantee shall immediately refund any unused Grant Funds to the Board, and shall provide the Board with copies of any records generated by Grantee in performance of the Project and pursuant to the terms of this Agreement.

10. Costs. If any legal action or arbitration or other proceeding is brought to enforce the terms of this Agreement or because of an alleged dispute, breach or default in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action, arbitration or proceeding in addition to any other relief to which it may be entitled.

11. Entire Agreement of the Parties. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter contained herein and supersedes all prior and contemporaneous agreements, representations and understandings of the parties.

12. Waiver. To be effective, the waiver of any provision or the waiver of the breach of any provision of this Agreement must be set forth specifically in writing and signed by the

giving party. Any such waiver shall not operate or be deemed to be a waiver of any prior or future breach of such provision or of any other provision.

13. No Third-Party Beneficiaries. The obligations created by this Agreement shall be enforceable only by the parties hereto, and no provision of this Agreement is intended to, nor shall it be construed to, create any rights for the benefit of or be enforceable by any third party, including but not limited to any CMSP client.

14. Notices. Notices or other communications affecting the terms of this Agreement shall be in writing and shall be served personally or transmitted by first-class mail, postage prepaid. Notices shall be deemed received at the earlier of actual receipt or if mailed in accordance herewith, on the third (3rd) business day after mailing. Notice shall be directed to the parties at the addresses listed on Exhibit A, but each party may change its address by written notice given in accordance with this Section.

15. Amendment. All amendments must be agreed to in writing by Board and Grantee.

16. Assignment. This Agreement shall be binding upon and shall inure to the benefit of the parties to it and their respective successors and assigns. Notwithstanding the foregoing, Grantee may not assign any rights or delegate any duties hereunder without receiving the prior written consent of Board.

17. Governing Law. The validity, interpretation and performance of this Agreement shall be governed by and construed by the laws of the State of California.

18. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

Dated effective March 1, 2017.

BOARD:

GRANTEE:

COUNTY MEDICAL SERVICES
PROGRAM GOVERNING BOARD

By: _____
Kari Brownstein, Administrative Officer

By: _____
Title: _____

Date: _____

Date: _____

EXHIBIT A

GRANTEE: Mono County Public Health

GRANTEE'S PARTNERS UNDER CONTRACT1

GRANT FUNDS:

Total Amount To Be Paid under Agreement: \$147,000

Amount to Be Paid Upon Execution Of This Agreement: \$50,000

Amount To Be Paid On January 1, 2018: \$50,000

Amount To Be Paid On January 1, 2019: \$37,500

Amount To Be Paid On Board's Determination and Acceptance of Grantee's Completion of its Obligations under the Terms of this Agreement: \$9,500

If Funds will be Used to Purchase Personal Property, List Personal Property to be Purchased:

NOTICES:

Board:

County Medical Services Program Governing Board

Attn: Alison Kellen, Program Manager

1545 River Park Drive, Suite 435

Sacramento, CA 95815

(916) 649-2631 Ext. 119

(916) 649-2606 (facsimile)

Grantee:

Mono County Public Health

Attn: Lynda Salcido, Director

PO Box 3329

Mammoth Lakes, CA 93546

(760) 924-1842

(760) 924-1831 (facsimile)

1 Attach copy of any contract.

EXHIBIT B
REQUEST FOR PROPOSAL
BOARD'S REQUEST FOR PROPOSAL

REQUEST FOR PROPOSALS

County Wellness & Prevention Pilot Project

COUNTY MEDICAL SERVICES PROGRAM GOVERNING BOARD

I. ABOUT THE COUNTY MEDICAL SERVICES PROGRAM

The County Medical Services Program (CMSP) was established in January 1983, when California law transferred responsibility for providing health care services to indigent adults from the State of California to California counties. This law recognized that many smaller, rural counties were not in the position to assume this new responsibility. As a result, the law also provided counties with a population of 300,000 or fewer with the option of contracting back with the California Department of Health Services (DHS) to provide health care services to indigent adults. DHS utilized the administrative infrastructure of Medi-Cal's fee-for-service program to establish and administer the CMSP program.

In April 1995, California law was amended to establish the County Medical Services Program Governing Board (Governing Board). The CMSP Governing Board, composed of ten county officials and one ex-officio representative of the Secretary of the California Health and Human Services Agency, is authorized to set overall program and fiscal policy for CMSP. This law also authorized the Governing Board to contract with DHS or an alternative contractor to administer the program. Between April 1995 and September 2005, the Governing Board contracted with DHS to administer CMSP. Beginning October 1, 2005, Anthem Blue Cross Life & Health (Anthem) assumed administrative responsibility for CMSP medical, dental, and vision benefits. Advanced Medical Management (AMM) assumed this responsibility on April 1, 2015. MedImpact Healthcare Systems, Inc. (MedImpact) assumed administrative responsibility for CMSP pharmacy benefits beginning April 1, 2003 and continues to serve in this role.

Thirty-five counties throughout California now participate in CMSP: Alpine, Amador, Butte, Calaveras, Colusa, Del Norte, El Dorado, Glenn, Humboldt, Imperial, Inyo, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Modoc, Mono, Napa, Nevada, Plumas, San Benito, Shasta, Sierra, Siskiyou, Solano, Sonoma, Sutter, Tehama, Trinity, Tuolumne, Yolo and Yuba.

CMSP is funded by State Program Realignment revenue received by the CMSP Governing Board and county general purpose revenue provided in the form of County Participation Fees. CMSP members are medically indigent adults, ages 21 through 64, who meet all of CMSP's eligibility criteria and are not otherwise eligible for Medi-Cal or Covered California. Enrollment in CMSP is handled by county social services departments located in the 35 participating counties. All CMSP members must be residents of a CMSP county and their incomes must be less than or equal to 300% of the Federal Poverty Level (based on net nonexempt income). Depending on individual circumstances, CMSP members may have a share-of-cost. Enrollment terms for CMSP

members are up to 6 months. At the end of the enrollment term, CMSP members must reapply for CMSP to continue eligibility for benefits.

For all CMSP members *except* undocumented members, the CMSP Standard Benefit provides coverage of medically necessary inpatient, outpatient, vision, dental, and prescription drug services based upon a defined benefit package that is determined by the Governing Board. For undocumented CMSP members, the CMSP Standard Benefit provides coverage for medically necessary emergency care services only, including prescription drug services.

Beginning May 1, 2016 and for a two-year pilot project period, all CMSP members with a monthly share-of-cost for their Standard Benefit and all undocumented CMSP members are provided an additional Primary Care Benefit that does not require a monthly share of cost payment. This added benefit provides coverage of the following health care services:

- Up to three (3) medical office visits with a primary care doctor, specialist or for physical therapy (any combination of visits);
- Preventive health screenings, including annual physical, specific lab tests and cancer screenings;
- Specific diagnostic tests and minor office procedures; and,
- Prescription drug coverage with a \$5.00 copay for each prescription (maximum benefit limit of \$1,500 in prescription costs).

II. ABOUT THE CMSP COUNTY WELLNESS & PREVENTION PILOT PROJECT

The CMSP Governing Board seeks to test the effectiveness of providing local-level wellness and prevention services to CMSP eligible and potentially eligible persons that address any of the following three project areas:

- *Community Wellness:* Community based, collaborative strategies to provide wellness and prevention services for uninsured populations, with a focus on potential CMSP enrollees.
- *Whole Person Care:* Integrated systems development strategies that link local health and human service delivery systems to better serve CMSP enrollees, potential CMSP enrollees, and other publicly funded populations.
- *Addressing the Social Determinants of Health:* Collaborative local efforts to work across five determinants – Economic Stability, Education, Social and Community Context, Health and Health Care, and Neighborhood and Built Environment – to establish policies and strategies that positively influence social and economic conditions and those that support changes in individual behavior for the uninsured, including potential CMSP enrollees.

The target populations for county Pilot Projects must include persons potentially eligible for CMSP or enrolled in CMSP. In addition, the target populations may also include persons potentially eligible for or enrollees of other public programs. The goals of the Pilot Project are to promote timely delivery of necessary medical and support services to the target populations, improve their health outcomes, and link the target populations to other wellness resources and support. County Pilot Projects shall identify and

describe all of its target populations based upon the project area or areas that the Pilot Projects will be giving focus.

III. PILOT PROJECT APPLICANTS

Lead Agency Applicant Requirements

County Pilot Projects may focus within one CMSP county or two or more counties that participate in CMSP. Additionally, they may focus on one geographic region of a county or operate countywide. The Lead Agency Applicant must be a CMSP county that is applying solely for the county or on behalf of a group of CMSP counties working jointly. Lead Agency Applicants may be a County Health and Human Services Agency, County Health Department, or County Public Health Department. The Lead Agency Applicant must describe the community support they have in carrying out the project and provide evidence of that support through Letters of Commitment and/or Support from community based providers or organizations, such as local hospitals, primary care providers, non-profit community service agencies, or the local Medi-Cal managed care plan. In addition, the Lead Agency Applicant must demonstrate their collaboration with other county agencies, as relevant and appropriate for their project focus, as demonstrated by Letters of Commitment and/or Support. Such other county agencies may include Social Services, Mental Health, Drug and Alcohol Services, and the Justice System (including Probation, Sheriff and Courts).

IV. PILOT PROJECT TIMELINE

The following timeline shall guide the County Wellness & Prevention Pilot Project:

7/8/16	Pilot Project Request for Proposals (RFP) Released
8/4/16	RFP Assistance Teleconference
8/8/16	Pilot Project Letters of Intent (LOI) Due
9/2/16	Pilot Project Applications Due
10/27/16	Pilot Project Applications Reviewed and Approved by Governing Board
10/31/16	Pilot Project Awards Announced Via Letter
1/1/17	Pilot Project Agreements Executed and Projects Begin Implementation
12/31/19	Pilot Projects End
3/31/20	Final Pilot Project Reports due from Counties to Governing Board

V. FUNDING AWARDS – ALLOCATION METHODOLOGY

The Governing Board, within its sole discretion, may provide funding to counties participating in CMSP for the County Wellness and Prevention Pilot Project activities described in this RFP. As approved by the Governing Board on May 26, 2016 the maximum amount of funding available to each participating CMSP County is presented in APPENDIX Table 1. The Governing Board, within its sole discretion, may release all or some of the amounts presented in Table 1 based on the overall quality of the Pilot Project proposal submitted by the county or group of counties acting jointly and the manner in which it addresses the needs of the identified target populations. Total

funding provided by the Governing Board for the County Wellness & Prevention Pilot Project may equal up to \$7.65 million over the three-year period.

Following the Governing Board's approval of a County's Wellness and Prevention Pilot Project Application, the County will receive a total 3-year allocation, one-third of which will be allocated each program year, with Year 2 and Year 3 funding allocated on the basis of County compliance with program requirements, including specified Pilot Project reporting on services and outcomes.

Applicants receiving funding under the Pilot Project shall not be required to provide in-kind and/or matching funds to receive the grant, but are strongly encouraged to provide such in-kind and/or added funding from other sources to maximize the potential reach and scope of their Pilot Projects. Administrative and/or overhead expenses shall equal no more than 15% of the total Pilot Project expenditures. No Pilot Projects funds shall be used for administrative and/or overhead costs not directly attributed to the project. In addition, Pilot Projects shall be required to budget for evaluation expenses (such as time spent performing data collection, analyzing data, or preparing reports) in an amount not to exceed 10% of total Pilot Project expenditures.

VI. FUNDING AWARDS – METHODOLOGY FOR REVIEW AND SCORING

The Governing Board shall have sole discretion on whether to award funding for a Pilot Project. Pilot Project proposals shall be reviewed and scored to assure that the projects meet minimum standards for receipt of County Wellness and Prevention Pilot Project funding. County Wellness & Prevention Pilot Project Applications will be reviewed and scored based upon the following criteria:

- 1) Project Narrative (65% in total)
 - Statement of Need (5%)
 - Target Population (5%)
 - Proposed Project/ Approach (15%)
 - Capacity (15%)
 - Organization and Staffing (10%)
 - Project Implementation (15%)
- 2) Budget (10%)
- 3) Logic Model (10%)
- 4) Proposed Evaluation Method (10%)
- 5) Letters of Commitment/Support (5%)

In order for the Governing Board to consider approving funding for a CMSP county's Pilot Project, the county's proposal must achieve a minimum score of seventy-five percent (75%).

VII. APPLICATION ASSISTANCE

A. RFP Assistance Teleconference

To assist potential applicants, Governing Board staff will conduct an RFP assistance teleconference on August 4, 2016 at 10:00 a.m. *Call-in details (including phone number, pass code, etc.) will be provided at a later time.* Applicants are encouraged to “save the date” for this teleconference, participate on the teleconference, and bring any questions they have regarding Pilot Project requirements and the application process to this teleconference.

B. Frequently Asked Questions (FAQ)

Once the application process gets underway, questions that are received by the Governing Board will be given written answers and these questions and answers will be organized into a Frequently Asked Questions (FAQ) document that will be posted on the Governing Board’s website under the Pilot Project tab.

C. Letter of Intent (LOI)

The Governing Board requests that all Pilot Project funding applicants intending to submit an application provide a brief Letter of Intent (LOI) to the Governing Board that is presented on the letterhead of the applicant organization. While the LOI is not required, receipt of an LOI from all likely applicants will assist the Governing Board in planning for application review and related processing. Please submit the LOI no later than August 8, 2016 by 5:00 p.m. PST. The LOI may be submitted by e-mail or fax to the addresses listed below:

Via E-Mail: wellness&preventionpp@cmspcounties.org
SUBJECT: Wellness & Prevention Pilot Project RFP

Via Fax: CMSP Governing Board
ATTN: Wellness & Prevention Pilot Project
916-649-2606

D. Pilot Project Contact Information

Please direct any questions regarding the RFP to: lkemper@cmspcounties.org

VIII. PILOT PROJECT PROPOSAL FORMAT AND REQUIREMENTS

A. Application Cover Sheet

Using the form provided, please include the county name or names (if counties are acting jointly), identified Lead County Applicant and Lead Applicant’s contact name(s), address, telephone, and e-mail contact information. The application cover sheet

(Attachment A) is available for download at the Governing Board's website at http://www.cmSPcounties.org/about/grant_projects.html.

B. Project Summary (no longer than 2 pages)

Describe the proposed project concisely, including its goals, objectives, overall approach, target population(s), key partnerships, anticipated outcomes, and deliverables.

C. Project Narrative (no longer than 10 pages)

1. Clear Statement of Problem or Need Within Community

All Pilot Projects should be based upon identified needs of the target population(s) within the community. Please describe the target population(s) to be served in your proposed project. Define the characteristics of the target population(s) and discuss how the proposed project will identify members of the target population(s). Provide an estimate of the total number of clients that will be served through each year of the Pilot Project. Include any background information relating to the proposed county or counties to be served, geographical location, unique features of the community, or other pertinent information that helps shape the target population's need within the community.

2. Local Health Care Delivery System Landscape

Describe how medical care is delivered within the proposed county or counties. Identify the main sources of care for the target population(s) as well as strengths and existing challenges in the health care delivery system. Describe the Lead Applicant role and the roles of other counties, if acting jointly, as well as all key planning project partners' roles within the health care delivery system.

3. Description of Proposed Project

Describe and discuss the proposed activities to be performed in the Pilot Project. All activities discussed should correspond with the items listed in the logic model (see Section VIII D below) and be incorporated into the Implementation Work Plan. As a part of this description, identify how the proposed Pilot Project will educate the public about CMSP and the CMSP Primary Care Benefit and link potential CMSP applicants to the county social services department for CMSP application assistance and processing.

4. Organization and Staffing

This section should describe and demonstrate the Applicant's organizational capability to implement, operate, and fully participate in the evaluation of the proposed project. In addition, information provided should clearly delineate the roles and responsibilities of the Lead Applicant County, other counties if acting jointly, and key partners and include the following:

- An organizational chart and description of organizational structure, lines of supervision, and management oversight for the proposed project, including oversight and evaluation of consultants and contractors;
- Identification of a project manager with day-to-day responsibility for key tasks such as leadership, monitoring ongoing progress, preparing project reports, and communicating with other partners; and,
- The roles, qualifications, expertise, and auspices of key personnel.

5. Implementation Work Plan

This section should include a Project Implementation Work Plan and timetable for completion of implementation activities.

D. Logic Model

All applicants are required to submit a logic model. A logic model is a series of statements linking target population conditions/circumstances with the service strategies that will be used to address the conditions/circumstances, and the anticipated outcomes. Logic models provide a framework through which both program and evaluation staff can view the relationship between conditions, services and outcomes. (A brief guide on designing logic models is found in Attachment C.) All logic models should include a description of the: 1) target population(s); 2) program theory; 3) activities; 4) outcomes, and 5) impacts.

E. Proposed Evaluation Methodology (no longer than 2 pages)

To inform the Governing Board of the Pilot Project's proposed strategy for providing evidence of the effectiveness of the Pilot Project, all applicants shall outline and describe the specific programmatic, clinical and/or financial metrics that will be used to evaluate the effectiveness of their proposed Pilot Project. As a part of this effort, applicants shall identify the data sources to be used and the frequency of data submission, and provide a brief written assessment of the relative availability and reliability of the data sources. Applicants shall also identify any barriers to data collection or the evaluation that could impede a determination of the effectiveness of the Pilot Project. Finally, applicants shall describe how the Pilot Project will comply with federal and state laws requiring confidentiality of protected health information. Please Note: Pilot Projects may additionally be subject to external evaluation by an evaluation contractor hired by the Governing Board, at the sole discretion of the Governing Board.

F. Budget and Budget Narrative (no longer than 2 pages)

Complete the Detail & Summary Budget Templates (See Attachments B1 and B2) and provide a brief budget narrative detailing all expense components that make up total operating expenses and the source(s) of in-kind and/or direct matching funding. These Budget Templates are available as an Excel spreadsheet for download at http://www.cmsspcounties.org/about/grant_projects.html.

As part of the budget narrative, describe all administrative costs and efforts to minimize use of Pilot Projects funds for administrative and overhead expenses. Please note: No Pilot Projects funds shall be used for administrative and/or overhead costs not directly attributed to the project. In addition, administrative and/or overhead expenses shall equal no more than 15% of the total Pilot Project expenditures.

All Pilot Projects are required to budget for evaluation related activities in an amount up to 10% of total Pilot Project expenditures. Evaluation related activities shall include tasks such as data collection, data cleaning, and data analysis. Such funding is intended to support the evaluation component of the Pilot Project as set forth in Section VIII E above. Projects may additionally be required to work with an external project-wide evaluation contractor that is contracted with the CMSP Governing Board.

G. Letters of Commitment and/or Support

Letters of Commitment and/or Support from key partners should be included and will be utilized in scoring (5%). Letters should describe the key partner's understanding of the proposed Pilot Project and their organizations' role in supporting or providing services.

Lead Applicants (CMSP county alone or lead CMSP county acting on behalf of a group of counties working jointly) must provide evidence of support from community based providers or other service organizations in the county or counties, if acting jointly, through Letters of Commitment and/or Support. In addition, the Lead Applicants must demonstrate their collaboration with other county agencies, as relevant and appropriate for their Pilot Project focus. Such other county agencies may include Social Services, Mental Health, and Drug and Alcohol Services, and Justice System (including Probation, Sheriff, and Courts)

IX. APPLICATION INSTRUCTIONS

- A. All Pilot Project applications must be complete at the time of submission and must follow the required format and use the forms and examples provided:
 - 1. The type font must be Arial, size 12 point.
 - 2. Text must appear on a single side of the page only.
 - 3. Assemble the application in the order and within the page number limits listed with the Proposal Format & Requirements sections.
 - 4. Clearly paginate each page.
- B. Applications transmitted by facsimile (fax) or e-mail will not be accepted.
- C. The application shall be signed by a person with the authority to legally obligate the Applicant.
- D. Provide one original hard-copy Pilot Project application clearly marked original, and two (2) hard copies.

- E. Provide an electronic copy (CD) of the following application documents: 1) Project Summary (Word document), 2) Project Narrative (Word document), and 3) Budget (Excel document), 4) Logic Model, and 5) Proposed Evaluation Methodology.
- F. Do not provide any materials that are not requested, as reviewers will not consider the materials.
- G. Folders and binders are not necessary or desired; please securely staple or clip the application in the upper left corner.
- H. Applications must be received in the office no later than 5:00 p.m. PST on September 2, 2016. Submit all applications to:

CMSP Governing Board
ATT: Wellness & Prevention Pilot Project Applications
1545 River Park Drive, Suite 435
Sacramento, CA 95815

**APPENDIX: Table 1
CMSP County Wellness and Prevention Pilot Project
Maximum County Allocations**

Population Category	County	County Population	3-Year Grant Amount
> 400,000 population	Sonoma County	500,292	\$375,000
	Solano County	431,131	\$375,000
> 100,000 population	Marin County	260,750	\$300,000
	Butte County	224,241	\$300,000
	Yolo County	207,590	\$300,000
	El Dorado County	183,087	\$300,000
	Shasta County	179,804	\$300,000
	Imperial County	179,091	\$300,000
	Madera County	154,548	\$300,000
	Kings County	150,269	\$300,000
	Napa County	141,667	\$300,000
	Humboldt County	134,809	\$300,000
> 50,000 population	Nevada County	98,893	\$225,000
	Sutter County	95,847	\$225,000
	Mendocino County	87,869	\$225,000
	Yuba County	73,966	\$225,000
	Lake County	64,184	\$225,000
	Tehama County	63,067	\$225,000
	San Benito County	58,267	\$225,000
	Tuolumne County	53,831	\$225,000
< 50,000 population	Calaveras County	44,624	\$150,000
	Siskiyou County	43,628	\$150,000
	Amador County	36,742	\$150,000
	Lassen County	31,749	\$150,000
	Glenn County	27,955	\$150,000
	Del Norte County	27,212	\$150,000
	Colusa County	21,419	\$150,000
	Plumas County	18,606	\$150,000
	Inyo County	18,410	\$150,000
	Mariposa County	17,682	\$150,000
	Mono County	13,997	\$150,000
	Trinity County	13,170	\$150,000
Modoc County	9,023	\$150,000	
< 5,000 population	Sierra County	3,003	\$75,000
	Alpine County	1,116	\$75,000
TOTAL		3,671,539	\$7,650,000

**APPLICATION COVER SHEET
CMSP Wellness & Prevention Pilot Project**

1. **CMSP County or Counties Included in the Pilot Project:**

2. **Funding:**

CMSP Pilot Project Requested Amount: \$_____

In-Kind and/or Other Matching Amount Provided by Applicant (if any): \$_____

3. **Applicant:**

Organization:

Applicant's Director or Chief Executive:

Title:

Applicant's Type of Entity (specific county department):

Address:

City: _____ State: CA Zip Code: _____ County: _____

Telephone: () _____ Fax: () _____

E-mail Address: _____

4. **Primary Contact Person** (*Serves as lead contact person during the application process.*)

Name:

Title:

Organization:

Address:

City: _____ State: CA Zip Code: _____ County: _____

Telephone: () _____ Fax: () _____

E-mail Address: _____

5. **Secondary Contact Person** (*Serves as alternate contact during the application process.*)

Name:

Title:

Organization:

Address:

City: _____ State: CA Zip Code: _____ County: _____

Telephone: () _____ Fax: () _____

E-mail Address: _____

Attachment A

6. **Financial Officer** (Serves as chief Fiscal representative for project.)

Name:

Title:

Organization:

Address:

City: State: CA Zip Code: County:

Telephone: () Fax: ()

E-mail Address:

7. By submitting this application for Wellness & Prevention Pilot Project funding, the applicant signifies acceptance of the applicant's responsibility to comply with all requirements stated in this Request for Proposals (RFP) authorized by the County Medical Services Program Governing Board ("Governing Board"). Further, the applicant understands that should the Governing Board award pilot project funding to the applicant, the Governing Board is not obligated to fund the pilot project grant until the applicant submits correct and complete documents as required for the pilot project agreement; the Governing Board is otherwise satisfied that the applicant has fully met all Governing Board requirements for receipt of pilot project funding; and the pilot project agreement between the Governing Board and the applicant has been fully executed. The Governing Board shall have sole discretion on whether or not to award pilot project funding of any amount to the applicant.

I declare that I am an authorized representative of the applicant described herein. I further declare under penalty of perjury under the laws of the State of California that the information set forth in this Cover Sheet and the attached response to the Wellness & Prevention Pilot Project RFP is true and correct.

Official Authorized to Sign for Applicant:

Signature:

Date:

Name:

Title:

Organization:

Address:

City: State: CA Zip Code: County:

Telephone: () Fax: ()

E-mail Address:

County Wellness & Prevention Pilot Project Budget Guidelines

Applicants should use the budget detail and summary formats provided. Applicants may either use the actual tables or create a spreadsheet with the same categories and format. **Pilot Projects** should budget for anticipated expenditures in all three years of the pilot project.

Budget items should be placed into one of 5 categories. Five categories and a brief description of each category are listed below. Any expenses that are categorized within "Other" should be explained the budget summary.

Personnel

Gross salary and fringe benefits related to staff or funded project. Fringe benefits included employer FICA, unemployment and workers compensation taxes, medical insurance, vacation/sick leave and retirement benefits.

Contractual Services

Payments related to subcontractors and consultants who provide services to the project. Includes all expenses reimbursed including salaries, office expenses, travel.

Office Expenses

Directly attributable expenses for photocopies, postage, telephone charges, utilities, facilities, educational materials, general office supplies, computer equipment and software, and medical supplies.

Travel

Actual project-related travel expenses, including airfare, meals, hotels, mileage reimbursement, parking and taxis. If the organization has an established per diem policy, per diem may be charged to the grant in lieu of actual incurred expenses.

Other

Items that do not fall into any of the other categories listed above. Each item listed in other should be discussed in the brief budget summary.

No grant funding should be used for administrative and/or overhead costs not directly attributed to the project.

Budget Narrative

Provide a brief (no more than 2 pages) budget summary detailing all expense components that make up total operating expenses and the source(s) of in-kind and/or direct matching funding, if any. Describe all administrative costs and efforts to minimize use of pilot projects funds for administrative and overhead expenses.

**Attachment B2: Budget Template - Summary Budget
 CMSP County Wellness & Prevention Pilot Project**

Applicant:

--

Summary Budget – CY 2017 through CY 2019:

Category	Total Cost (Year 1)	CMSP Funding (Year 1)	Other Funding (Year 1)
Personnel			
Contractual Services			
Office Expenses			
Travel			
Other			
TOTAL YEAR 1			

Category	Total Cost (Year 2)	CMSP Funding (Year 2)	Other Funding (Year 2)
Personnel			
Contractual Services			
Office Expenses			
Travel			
Other			
TOTAL YEAR 2			

Category	Total Cost (Year 3)	CMSP Funding (Year 3)	Other Funding (Year 3)
Personnel			
Contractual Services			
Office Expenses			
Travel			
Other			
TOTAL YEAR 3			

Guidelines for Logic Model

I. Purpose

Applicants for County Wellness & Prevention Pilot Project funding must submit a logic model. Designing a logic model will enable applicants to define their program, pinpoint their approach, identify resources and consider outcomes. The purpose of a logic model is to build a foundation for program development, ensure consensus among stakeholders and provide a framework for program evaluation. Each site is responsible for completing an evaluation of their project. A logic model provides a common “map” to be used by program staff and evaluators to design a useful evaluation. Designing an evaluation, before completing a logic model, may lead to collecting information on irrelevant outcomes. Conversely, programs may fail to collect information regarding individuals or services that may contribute to the success of a program. The creation of thoughtful logic model is the first step in designing an effective County Wellness & Prevention Pilot Project.

Applicants are encouraged to use the guidelines that follow, although other forms of logic models are acceptable.

II. Overview

The development of logic models is a useful tool for establishing dialogue between evaluation and system development efforts. Logic modeling is a method of articulating a program's theory or beliefs about how and why services are expected to produce particular results. In its simplest form, a logic model describes the clients that a system of care intends to serve, the services and supports that will be offered, and the short and long term outcomes that are expected to be achieved.

Kumpfer, et al. (1993) believe that logic models are useful tools for local stakeholders for several reasons. First, logic models can elicit consensus among staff and other system stakeholders regarding the service strategies and outcomes for a particular program. Second, they serve as a model to compare the intended program approach with what actually occurred. Third, they facilitate the articulation of specific beliefs about what services and strategies are related to the achievement of outcomes. Finally, logic models provide a framework for evaluation efforts through the linkage of action to results. Overall, logic models provide a framework through which both program and evaluation staff can view the linkages between conditions, services and outcomes.

The first step for stakeholders in developing a logic model is to clearly articulate their service delivery strategy. This means that stakeholders throughout a service system, including administrators, service providers, and inter-agency collaborators, should be able to describe the target population they intend to serve, the services they expect to provide along with the supporting collaborative infrastructures, and the results they expect to achieve (Usher, 1998; Hernandez,

Hodges, & Cascardi, 1998). When these basic questions are answered, stakeholders will be in a better position to complete their logic model.

Logic models depicting a program's approach can be compared to maps with guideposts that help keep program strategies on course (Alter & Murty, 1997). This approach takes into account the slippage or shifts that often occur in service delivery and uses the logic model as a stabilizer for a program or services during times of change. By knowing what changed in a program and when it changed, outcome information can be better interpreted and utilized. In this regard, the logic model becomes the ongoing documentation of changes in a program and enables stakeholders to track them.

Evaluators have the important role of eliciting the underlying service delivery theory by asking service personnel, managers, interagency stakeholders key questions about the target population served, the service approach employed and the goals that the service approach hopes to accomplish. If there is not agreement among program staff and stakeholders in their answers to these questions, then the evaluator helps the group reach consensus through further discussion. This process makes the results of evaluation more relevant to the service strategy under study, and hence more useful toward improving services.

III. Components of a Logic Model

It seems that there is a different vocabulary used for each type of logic model. Although logic models may vary slightly in their purpose (i.e., program logic model vs. evaluation logic model), most models include the same types of components described in slightly different ways. In general, a logic model can be broken down into five (5) basic components: 1) Target Population; 2) Program Theory; 3) Program Activities; 4) Outcomes; and, 5) Impact/Goals. A logic model template is shown in chart 1.

▪ Target Population

Consider the target population carefully. Ethnicity, race, age, gender, geographic location, primary language spoken, housing status, and medical conditions contribute to the definition of the target population.

Program Theory

This component should discuss the “theory” or the basis of the program or intervention. The “program theory” refers to the underlying assumptions that guide program planning and service delivery. These assumptions are critical to producing change and improvement in the target population. For example, a program theory regarding disease case management for diabetics may state:

“Case management services for CMSP diabetics should include local coordination of all health and social service providers to address needs in

a timely and efficient manner that conserves resources and eliminates duplication.”

The program theory assumes that local coordination across service providers is important for serving an indigent population. Several theories may be combined to define an overall approach to serving the target population. For example, a program to serve children with severe emotional disturbances and their families had the following program theories:

- Family involvement in program design and implementation
- Incentive-oriented for providers
- Wide array of services to address needs in multiple areas
- Broad network of local providers
- Collaboration with multiple sectors
- Collaboration with existing local systems of care

It is important to note that these are theories and approaches, *not* activities. Activities are the actual services offered or the formation of a collaborative body with family members, or the linking of regional providers through a formal referral system. Program theories shape the creation of activities. The formation of program theories is one of the most difficult components of logic model development, however, clearly developed theories will ensure consensus among stakeholders.

▪ **Activities**

Activities are the specific processes and/or events that comprise the program. Some examples of activities are:

- Mental health counseling
- Case management
- Community forums
- Creation of a new health service
- Dental referral mechanism

Activities are the interventions focused on the target population that are intended to impact individual health or community health outcomes. Activities are often measured by process outcomes. For example, 35 individuals received case management services for 6 months.....20 individuals received preventative dental care..... 10 injury prevention classes were held during 6 months....12 men and 23 women attended the diabetes self-management workshop.

▪ **Outcomes**

Outcomes are the results of the activities provided by the program. Outcomes may be measured on an individual or group level. Outcomes provide a way to measure change in participants' lives and/or community conditions. Outcomes may be short-term, intermediate or long-term depending on how far in to the

future they are measured. For example, a diabetes case management program may not expect to see differences in kidney disease among diabetics for several years (long-term outcome), however, the program may see decreases in hospitalizations due to hypoglycemia during the first year of the program (short-term).

Identifying short-, intermediate- and long-term outcomes also will enable programs to define indicators. Indicators describe outcomes in specific and measurable terms. For example, a disease case management program may target fewer health complications due to diabetes as an outcome. Several indicators may include, a 10% reduction in hypoglycemic episodes among diabetics whom are case managed. Another example may be a substance abuse program that seeks to reduce drug use by 50% among participants. An indicator variable would be the number of clients who tested negative for drug use over a 6-month period. Defining outcomes and indicators will contribute to the development of useful program evaluations.

▪ **Impacts**

Impacts are the long-term changes that the program expects to make. They provide direction and focus to the program and should be consistent with the larger mission and vision of the organization. Impacts are often closely influenced by many other factors in addition to the program such as economic conditions, and cultural values. Some examples of impacts are:

- Improved mental health among program participants
- Better health outcomes for the medically under served in the community

IV. Completing a Logic Model

Use the categories above to create a logic model for your Pilot Project. Begin with the overall impacts of the program and then jump to the target population and move forward. As you fill in the program theory, activities and outcomes for your model always go back to the target population and make sure the activities you plan are effecting the appropriate people. Use a flowchart, like the one provided in chart 1, to help visualize the flow of the program as you are constructing the different components.

The logic model should provide your program with a clear map that can be used as a reference for program design, implementation and evaluation.

References

Alter, C. & Murty, S. (Winter 1997). Logic Modeling: A Tool for Teaching Practice Evaluation. *Journal of Social Work Education*, 33 (1), 103-117.

ATTACHMENT C

Hernandez, M., Hodges, S., & Cascardi, M. (1998). The Ecology of Outcomes: System Accountability in Children's Mental Health. *The Journal of Behavioral Health Services & Research*, 25(2), 136-150.

Kumpfer, K.L., Shur, G.H., Ross, J.G., Bunnell, K.K., Librett, J.J. & Millward, A.R. (1993). *Measurements in Prevention*. Rockville, MD: U.S. Dept. Of Health and Human Services, Public Health Service, Substance Abuse and Mental Health Services Administration, Center for Substance Abuse Prevention.

Usher, C. L. (1998). Managing Care Across Systems to Improve Outcomes for Families and Communities. *The Journal of Behavioral Health Services & Research*, 25(2), 217-229.

Source

Modified from original source. Originally prepared by Dennis Rose & Associates
for the
County Medical Services Program's Wellness & Prevention Program (2001)

Chart 1: Logic Model Template

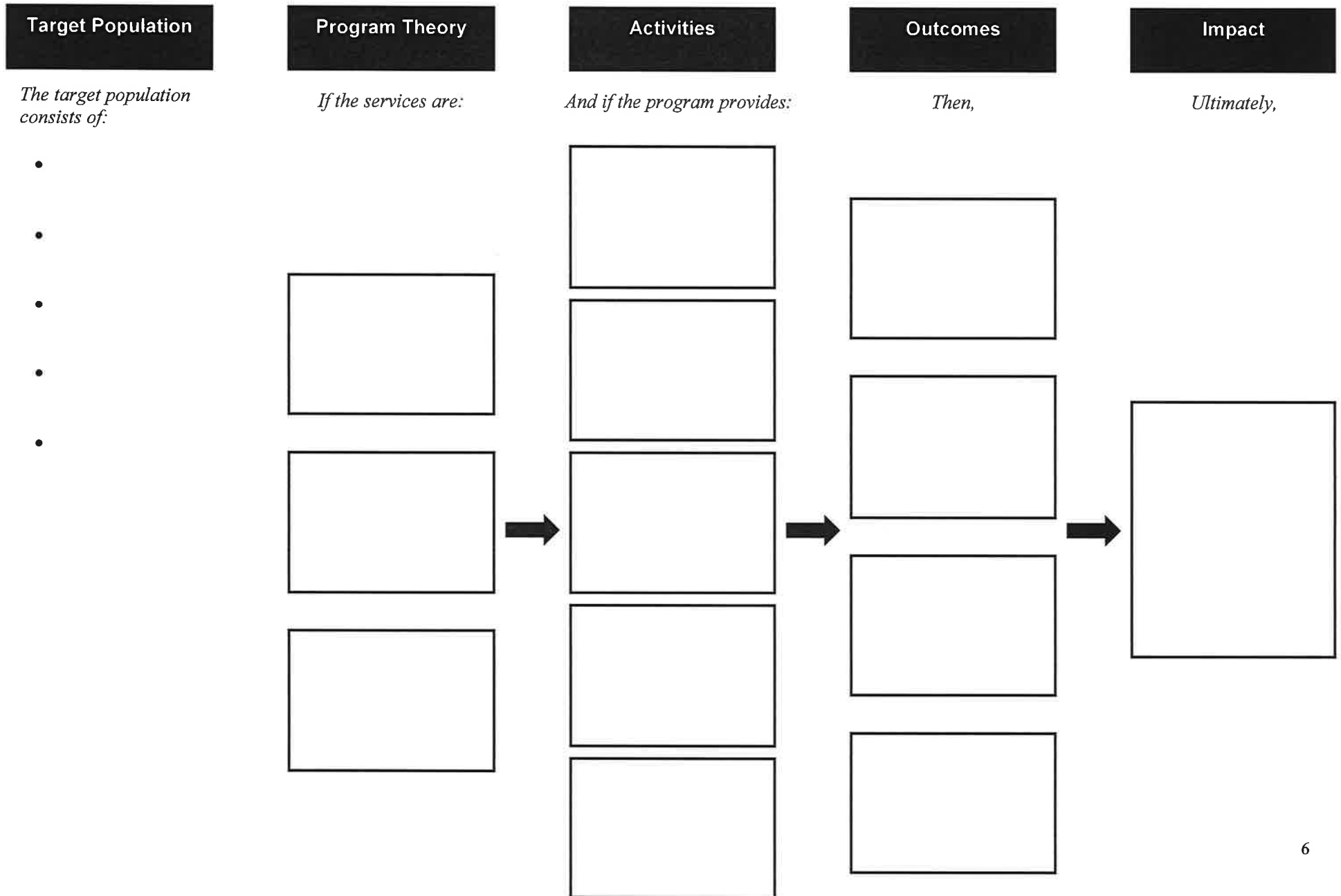


EXHIBIT C
APPLICATION
GRANTEE'S APPLICATION

Attachment A

APPLICATION COVER SHEET
CMSP Wellness & Prevention Pilot Project**1. CMSP County or Counties Included in the Pilot Project:**

Mono County

2. Funding:CMSP Pilot Project Requested Amount: \$147,000.00In-Kind and/or Other Matching Amount Provided by Applicant (if any): \$3,000.00**3. Applicant:**

Organization: Mono County Public Health

Applicant's Director or Chief Executive: Lynda Salcido

Title: Director

Applicant's Type of Entity (specific county department): Health Department

Address: P.O. Box 3329

City: Mammoth Lakes State: CA Zip Code: 93546 County: Mono

Telephone: (760) 9241830 Fax: (760) 9241831

E-mail Address: lsalcido@mono.ca.gov

4. Primary Contact Person (Serves as lead contact person during the application process.)

Name: Lynda Salcido

Title: Public Health Director

Organization: Mono County

Address: PO 3329

City: Mammoth Lakes State: ca Zip Code: 93546 County: Mono

Telephone: (760) 9241842 Fax: ()

E-mail Address: lsalcido@monc.ca.gov

5. Secondary Contact Person (Serves as alternate contact during the application process.)

Name: Sandra Pearce

Title: Public Health Nursing Director

Organization: Mono County Public Health

Address: PO 3329

City: mammoth lakes State: CA Zip Code: 92456 County: Mono

Telephone: (760) 9241818 Fax: ()

E-mail Address: spearce@mono.ca.gov

Attachment A**6. Financial Officer (Serves as chief Fiscal representative for project.)**

Name: Kimberly Bunn
 Title: Public Health Fiscal and Administrative Officer
 Organization: Mono County Public Health
 City: Bridgeport State: CA Zip Code: 93517 County: Mono
 Telephone: (760) 9325587 Fax: ()
 E-mail Address: kbunn@mono.ca.gov

7. By submitting this application for Wellness & Prevention Pilot Project funding, the applicant signifies acceptance of the applicant's responsibility to comply with all requirements stated in this Request for Proposals (RFP) authorized by the County Medical Services Program Governing Board ("Governing Board"). Further, the applicant understands that should the Governing Board award pilot project funding to the applicant, the Governing Board is not obligated to fund the pilot project grant until the applicant submits correct and complete documents as required for the pilot project agreement, the Governing Board is otherwise satisfied that the applicant has fully met all Governing Board requirements for receipt of pilot project funding, and the pilot project agreement between the Governing Board and the applicant has been fully executed. The Governing Board shall have sole discretion on whether or not to award pilot project funding of any amount to the applicant.

I declare that I am an authorized representative of the applicant described herein. I further declare under penalty of perjury under the laws of the State of California that the information set forth in this Cover Sheet and the attached response to the Wellness & Prevention Pilot Project RFP is true and correct.

Official Authorized to Sign for Applicant:

Signature:



Date: 12/15/2016

Name: Lynda Salcido
 Title: Public Health Director
 Organization: Mono County
 Address: PO Box 3329
 City: Mammoth Lakes State: CA Zip Code: 93546 County: Mono
 Telephone: (760) 9241842 Fax: ()
 E-mail Address: lsalcido@mono.ca.gov



Project Summary

Community Service Solutions is pleased to submit this proposal for the CMSP County Wellness and Prevention Pilot Project on behalf of Mono County and Mono County Public Health Department. The goal of this project is to improve the health and wellness of our low-income residents, using a Community Wellness Approach. Our project focuses on three primary objectives:

1. Educate the target population about available medical services, wellness supports, and public assistance programs.
2. Enroll the target population in affordable health insurance, including CMSP.
3. Provide indigent members of our target population with better access to nonemergency medical and wellness services through transportation assistance.

Our overall approach for this project utilizes community-based strategies in reaching our target population. We will educate our target population by hosting monthly educational outreach events at locations such as food banks, wellness centers, and the county jail. We will collaborate with partners to provide education at partner-sponsored events, such as dinners sponsored for American Indians by the Tribal Temporary Assistance for Needy Families (Tribal TANF) Program. We will participate in community-wide and school events, such as Health and Safety fairs, sponsored by our partners, which provide excellent opportunities to reach the target population. Outreach events will also serve as opportunities to enroll our target population in affordable health insurance, including CMSP and Medi-Cal.

Our partners in the health care delivery system will collaborate on this project by promoting low cost and no cost health insurance options to uninsured patients. Our partners will distribute informational brochures that we will create, highlighting and explaining these health insurance options. They will also join us in community and school outreach events. We will directly assist members of our target population with enrollment in health insurance or refer them to Mono County Social Services if necessary.

We will employ media-based strategies to educate the target population about health insurance options. This will include Public Service Announcements in the local newspapers. We will reach Hispanic and undocumented members of our target population through the local Spanish newspaper. Also, our partners for this project have strongly encouraged the use of their social media sites to promote low cost health insurance options for our residents.

Our approach includes improving access to necessary medical services and wellness supports for our target population. Many of our indigent residents live in remote areas of the county and lack the ability to get to the hospital or health clinic. We will address this

by providing transportation assistance, through bus vouchers, for our indigent population to reach necessary medical and wellness appointments.

In keeping with our Community Wellness approach, our target population for this project includes all uninsured residents of Mono County, as well as those receiving or likely eligible for public assistance programs. This population includes those who are between ages of 21 and 64 and potentially eligible for CMSP; low-income individuals and families; homeless residents; American Indians; and the Hispanic community. Through our targeted outreach activities and collaboration with partners, we estimate reaching 3,000 members of our target population per year.

Our partnerships are essential to the success of this project. Our partners in the healthcare delivery system include Mono County Public Health, Mammoth Hospital, and Bridgeport Indian Health Clinic. Our key community partners include:

- Mono County Social Services
- Mono County Behavioral Health
- Mono County Sheriff's Department
- Mono County schools
- Tribal TANF

As a result of our project, we anticipate improved health and wellness among our target population. We will be evaluating several outcomes as a measure of our progress and impact. By the conclusion of this three-year project, we anticipate:

- an increase in the percentage of insured residents;
- an increase in the percentage of residents utilizing public assistance programs;
- an increase in preventative care visits;
- a decrease in nonemergency Emergency room use; and
- a decrease in preventable hospital stays.

Project Narrative

1. Statement of Need within Mono County

The CMSP County Wellness and Prevention Pilot Project in Mono County will focus on uninsured residents, including those potentially eligible for CMSP health insurance. The target population for this Pilot Project will be expanded to include Mono County residents who are enrolled in, or potentially eligible for, other public assistance programs, including but not limited to, Medi-Cal, CalFresh, and In-Home Supportive Services (IHSS).

Mono County ranks as the fifth smallest county in California based upon population, with approximately 13,909 residents. The majority of the population (68%) is between the ages of 18 and 65 and is Caucasian (65.6%). The Hispanic population has increased in recent years and is currently estimated at nearly 28 percent. Three percent of residents are American Indian and mostly live on the Bridgeport Indian Reservation and the Benton Paiute Indian Reservation.¹

As of 2016, an estimated 3,254 residents (23.4%) of Mono County are uninsured, higher than the State average of 19 percent.² Of the CMSP-eligible age group (21 – 64) in Mono County, 18.2 percent are uninsured. Low-income residents are more likely to be uninsured than those earning higher incomes: among those ages 21 to 64 earning less than 250 percent of the Federal Poverty Level, 29 percent are uninsured in Mono County.³

The most recent data indicates that approximately 3,044 residents of Mono County receive public assistance benefits through the CalFresh, Medi-Cal, and IHSS programs.⁴ A significant young transient population, drawn to Mono County because of its offering of outdoor activities, applies for food stamps and other social assistance programs. The number of residents eligible for public assistance programs is potentially greater. For example, while only 790 residents were receiving food stamp benefits in the month of June 2015, the estimated number of residents eligible for food stamps was just over 4,000.⁵ This large discrepancy can be attributed to lack of knowledge about available programs, misconceptions about eligibility, social stigma, and other reasons.

Members of the target population for the CMSP Wellness and Prevention Pilot Project will be identified primarily through various locations and programs offering public assistance in Mono County. This includes food banks; Social Services offices; Behavioral Health Wellness Centers; Women, Infants, and Children (WIC) sites; Tribal Temporary Assistance for Needy Families (Tribal TANF) program; and the IHSS program.

The Mono County Jail will be particularly useful in helping to identify homeless members of the target population. There are no homeless shelters in Mono County and several of

¹ <http://www.census.gov/quickfacts/table/AGE275210/06051>

² <https://wwwn.cdc.gov/CommunityHealth/profile/currentprofile/CA/Mono/310021>

³ <http://www.census.gov/did/www/sahle/data/interactive/sahle.html>

⁴ Mono DSS Statistical Report Fiscal Year 2014-2015 (Aid Services).

⁵ SNAP-Ed County Profiles 2015: Mono. <https://www.cdph.ca.gov/programs/NEOPB/Documents/Mono.pdf>

the county's homeless residents eventually enter the criminal justice system. CSS staff meets with inmates at the Mono County Jail two to three times per week and has provided services to several homeless inmates. While the homeless population is relatively small, our project will seek to identify these vulnerable residents and connect them with necessary medical and support services.

Additionally, the target population will be identified through schools where 50 percent or more of the students receive a free or reduced price lunch. Mono County has seven schools meeting this criteria, serving over 1,300 students.⁶ Our project will target the families of these students, as they are likely eligible for other public assistance programs.

Hispanic members of our target population will be reached through public assistance programs, the county's schools, and Public Service Announcements (PSAs) in the local Spanish newspaper. We will also be consulting with the Mono County Behavioral Health Cultural Outreach Committee and the Mammoth Lakes Police Department Hispanic Advisory Committee. We have witnessed first-hand that many of our Hispanic residents, particularly those who are undocumented, are wary of public assistance programs. It is commonly feared that use of such programs will be detrimental to achieving legal immigration status. Our outreach to Hispanic residents will seek to reach across cultural barriers and correct misconceptions, so that they may receive necessary supports. Mono County's Spanish-speaking personnel will be available to translate as necessary.

Our goal is to provide outreach, education, and referrals to a minimum of 3,000 Mono County residents each year. This will be achieved through outreach events and distribution of literature at locations where residents receive public assistance, as well as other highly visible locations reaching our target population, including libraries, schools, and places of employment. The county's hospital and Rural Health Clinics will also be primary locations for our outreach and education efforts, as these locations frequently serve our target population. Hospital and clinic staff will have acute knowledge of the needs of much of our target population and will be an integral part of the project.

In order to better understand the challenges of our target population, it is essential to understand the environment in which they live. Mono County is a rural, frontier county located on the eastern edge of the Sierra Nevada Mountain Range. The county spans approximately 3,044 miles of high desert, mountainous terrain and averages a sparse 4.6 persons per square mile.⁷ Mono County has one main thoroughfare, US Highway 395, which travels the length of the county and usually remains open, except during temporary closures due to snow storms in the winter, or wildfires in the summer. Mono County has three mountain passes which close approximately 6 months of the year, limiting travel options to outlying areas of the county, as well as to neighboring counties.

⁶ 16 <http://www.cde.ca.gov/ds/sd/sd/files/sp.asp>

⁷ <http://www.census.gov/quickfacts/table/PST045215/06051>

More than half (7,946) of Mono County's residents live in Mammoth Lakes, which is a popular tourist destination and the location of most of the county's services.⁸ The rest of the county's residents live in small towns and ranching communities separated by many miles. These small towns are likely to have basic services, such as a general store, post office, school, and small restaurants and shops that close during the winter season.

2. Local Health Care Delivery System Landscape

Mono County is served by one full-scope hospital, Mammoth Hospital, located in Mammoth Lakes. Mammoth Hospital offers a full range of services: 24-hour emergency department; family medicine; women's health; pediatrics; behavioral health; physical therapy; general and orthopedic surgery; laboratory and medical imaging services; and family dental services, among others. Specialty services, such as cardiology, dermatology, and podiatry are offered part-time by visiting physicians.

Mammoth Hospital also operates a Rural Health Clinic in Bridgeport, staffed by a nurse practitioner most days of the workweek and one day per week by a physician. The Rural Health Clinic addresses the routine health needs of patients. There are no specialty services offered here.

In the northern part of Mono County, Toiyabe Indian Health Project operates the Bridgeport Indian Health Clinic, located in the town of Walker. The Bridgeport Indian Health Clinic serves all residents, offering a range of outpatient services, including, but not limited to: family medicine; pediatrics; geriatric medicine; orthopedics; behavioral health; routine diagnostic testing; family dentistry; and a pharmacy. Bridgeport Indian Clinic also offers minor outpatient surgery.

Mono County Public Health administers a variety of free and low cost programs and preventative services for Mono County residents. Programs include: California Children's Services; Child Health and Disability Prevention; Family Planning and Prenatal Guidance; STD and HIV/AIDS Programs; Tobacco Education; and WIC, among several others. Mono County Public Health has two offices, one in Mammoth Lakes and one in Bridgeport. They also offer a community clinic for blood pressure screening and immunizations, available once per week in Mammoth Lakes; twice per month in Walker; once per month in Bridgeport; and once per month in Benton.

Members of the target population also travel to nearby counties for medical treatment and services. South Lake Tahoe, in El Dorado County, is home to Barton Memorial Hospital, a 63-bed acute care hospital offering a full range of services. Residents of the northern part of Mono County have been known to use this hospital, as it is nearly the same distance away as Mammoth Hospital. Northern county residents have also been known to use the Carson Valley Medical Center (CVMC), in Gardnerville, Nevada, which is approximately a 30 minute drive. However, because it is located in Nevada, residents with Medi-Cal or CMSP cannot use the facility for routine care without paying out-of-

⁸ <http://www.census.gov/quickfacts/table/PST045215/0645358>

pocket. American Indian residents living on the Benton Paiute Reservation frequently travel to Bishop, in Inyo County, to the main Toiyabe Indian Health Clinic, which is only a 30 minute drive from Benton.

Data from the 2016 Mammoth Hospital Community Health Needs Assessment (CHNA) indicates that a strength of the health care delivery system in Mono County is the ease with which residents can receive preventative and routine care. Approximately 82 percent of respondents to the Mammoth Clinic Patient Survey indicated that they would be able to receive preventative care and immunizations when necessary. Additionally, 72% of respondents indicated that they would be able to see a doctor when needed.⁹

Another strength of the health care delivery system is that insurance for the low-income population is accepted at all of the major health care locations in Mono County. Mammoth Hospital, the Bridgeport Indian Health Clinic, and Mono County Public Health accept Medi-Cal and CMSP health insurance plans.

However, one of the most notable challenges of the health care delivery system in Mono County is access to care for our rural residents. With most of the medical and support services located within the town of Mammoth Lakes, many rural low-income residents have difficulty with travel for necessary medical services, due to lack of transportation, or the expense of such transportation. The 2016 Mammoth Hospital CHNA highlighted the issue of access to care for rural residents, stating, "A lack of preventative care was mentioned as placing the rural residents at higher risk in addition to other factors such as transportation, distance, and availability of services and the length of time it takes to get to an appointment or reach emergency services."¹⁰

Another notable challenge to the health care delivery system is access to regular specialty services. The number one response of participants in the Mammoth Clinic Patient Survey when asked what could improve the health of the community was, "Make it easier for people to see a specialist."¹¹ Residents requiring regular specialty care are forced to travel great distances to Loma Linda Medical Center or Stanford Medical Center, for example. Residents requiring ongoing psychiatric care must do so through telemedicine. Residents in need of residential substance abuse treatment must seek care as far away as Southern California, Sacramento, or the San Francisco Bay region. The costs associated with a trip to see a specialist can be too great for many Mono County residents to bear, particularly for indigent and homeless residents, for whom it is nearly impossible.

⁹ 2016 Mammoth Hospital Community Health Needs Assessment, p.13. http://mammothhospital.org/wp-content/uploads/2015/11/Mammoth_CHNA_2016_Final-CHNA.pdf

¹⁰ 2016 Mammoth Hospital Community Health Needs Assessment, p.18. http://mammothhospital.org/wp-content/uploads/2015/11/Mammoth_CHNA_2016_Final-CHNA.pdf

¹¹ 2016 Mammoth Hospital Community Health Needs Assessment, p.14. http://mammothhospital.org/wp-content/uploads/2015/11/Mammoth_CHNA_2016_Final-CHNA.pdf

Mammoth Hospital, Mono County Public Health, and Bridgeport Indian Health Clinic, three of our partners for the CMSP County Wellness and Prevention Pilot Project, are the primary sources of care for the target population. Our goals and activities are closely aligned with the strategies outlined in the 2016 Mammoth Hospital CHNA, in order to streamline efforts to improve the health outcomes of our target population.

3. Description of Proposed Project

The definitive goal of our CMSP County Wellness and Prevention Pilot Project in Mono County is to improve the health and wellness of our low-income residents, through improved access to medical, wellness, and support services. Our expected outcomes over the course of this three-year project include:

1. An increase in the percentage of insured residents;
2. An increase in the percentage of residents seeking preventative care;
3. A decrease in the number of emergency room visits for non-emergency care;
4. A decrease in the number of preventable hospital stays; and
5. An increase in the percentage of residents utilizing public assistance programs.

Our overall approach to this project was developed based on the Community Health Worker model, an evidence-based public health practice that is supported by the 2011 National Prevention Strategy.¹² The Centers for Disease Control (CDC) defines community health workers as “frontline public health workers who serve as a link between health and social services and the community.”¹³ The Federal Office of Rural Health Policy finds that the Community Health Worker model is particularly effective in rural communities, due to the intimate knowledge community health workers have of their community and its’ residents.¹⁴ In the Community Health Worker model, the community health worker acts as a liaison, helping to create connections between target populations, health care, and social support services; enrolling target populations in health insurance; and advocating for policies that improve the health and wellness of target populations.

Based on this information, we designed our Implementation Work Plan to focus on four primary activities. The first activity is educating the target population about the availability of medical services, public assistance programs, and wellness supports offered in Mono County. CSS staff will conduct outreach and education events at locations serving the target population, such as the county’s American Indian reservations, food banks, WIC clinics, wellness centers, schools, jail, Tribal TANF offices, Mammoth Hospital, Public Health Department, and Rural Health Clinics. CSS staff will also provide outreach and education events at places of employment for many of the county’s low-income residents, particularly Mammoth Mountain, which employs a large number of low-income seasonal workers. CSS staff will provide outreach at the Annual Community Health Fair, as well as at various community and school events offered in the county throughout the year.

¹² <https://www.surgeongeneral.gov/priorities/prevention/strategy/report.pdf>

¹³ http://www.cdc.gov/dhdsp/programs/spha/docs/chw_summary.pdf

¹⁴ <https://www.ruralhealthinfo.org/community-health/community-health-workers>

The second activity is educating the target population about health insurance options, including CMSP and the new CMSP Primary Care Benefit (PCB); and assisting with the completion of required Covered California enrollment applications. CSS will be creating a high quality brochure, in English and Spanish, that will explain the available low cost, or no cost, health insurance options for the target population to include CMSP. CSS will place special emphasis on health insurance options for undocumented persons in its Spanish brochure. The cost associated with printing these brochures will be an in-kind donation by CSS. Education and outreach about health insurance options will be conducted at every outreach event. Members of the target population will receive direct assistance from CSS staff in completing Covered California health insurance applications. In addition, CSS will be implementing an aggressive media-based strategy to educate the target population about health insurance options, with emphasis on reaching the Hispanic population through the local Spanish newspaper as mentioned previously.

Our partners in the healthcare delivery system will be assisting with health insurance outreach. Mammoth Hospital, Bridgeport Indian Health Clinic, and Mono County Public Health will be provided with the health insurance literature that we have created for this project. Members of their staff will provide health insurance brochures to uninsured patients at the point of service. Members of their staff will also join us at community and school outreach events, such as the Annual Community Health Fair, Mammoth Lakes Health and Safety Fair, and Kindergarten Roundups.

The third activity of our project is to assist low-income residents with transportation to necessary medical and wellness appointments, including preventative care, by providing bus vouchers to locations offering necessary medical and wellness supports within Mono County. This includes Mammoth Hospital, the Rural Health Clinics, Public Health community clinics, Behavioral Health Wellness Centers, and other locations providing medical and wellness services. The Eastern Sierra Transit Authority (ESTA) operates the only public transportation system in Mono County. Residents who live in central Mammoth Lakes have access to the free Purple Line service offered by ESTA, which makes stops at Mammoth Hospital, the main Public Health clinic, and the main Behavioral Health Wellness Center. Rural residents must pay varying fees to use the bus service for medical and wellness appointments in Mammoth Lakes. Current bus fares between Mammoth Lakes and outlying towns in Mono County range from a minimum of \$13 round trip (June Lake) to a maximum of \$30 round trip (Coleville).

Access to local sources of medical and wellness services, such as Rural Health Clinics and community clinics, is more convenient and affordable for our rural residents. ESTA offers alternate services in the northern and eastern parts of Mono County. Residents who live in the Topaz/Coleville/Walker areas can use ESTA's Dial-A-Ride service to take them to the Bridgeport Indian Health Clinic, Walker Wellness Center, and Public Health community clinic for approximately six dollars round trip. Residents of Benton who are seeking care at the Toiyabe Indian Health Clinic in Bishop can use ESTA's community bus service for approximately 12 dollars round trip.

To help provide indigent residents with access to medical and wellness services, CSS will acquire bus vouchers from ESTA for various routes, with funds from the CMSP County Wellness and Prevention Pilot Project. Indigent members of the target population who lack transportation will be able to request a bus voucher from CSS for a non-emergency medical or wellness appointment. To eliminate misuse of funds, CSS would require proof of the appointment, such as an appointment card, before issuing bus vouchers.

The final activity of our project is to collaborate with community partners and stakeholders on a regular basis to examine program outcomes, adjust strategies, and communicate ideas in order to maintain the most effective approach to the project. CSS staff will meet with partners and stakeholders semiannually to examine the progress of the project. It will be pertinent to identify which outreach methods are working well and which outreach methods may need modification. Regular meetings will also allow CSS staff and partners to ensure that the referral process is working smoothly and make any necessary adjustments to internal procedures. Collaboration is also key in ensuring that the target population is reached effectively with the most accurate and up-to-date information. Regular communication with partners and stakeholders, outside of formal meetings, will be integral throughout the course of this project.

The Logic Model served as the primary tool for designing program activities; therefore, all activities in the Implementation Work Plan directly correspond with the Logic Model. This project will directly educate the target population about CMSP and the new CMSP PCB through place-based and media-based outreach, as detailed in the Implementation Work Plan. The target population will receive direct assistance with Covered California applications from CSS staff; those we are unable to assist directly will receive a referral to Mono County Social Services for application assistance.

4. Organization and Staffing

Carolyn Williams, Executive Director of Community Service Solutions (CSS), began her career in the public sector in 1997 as an Administrative Analyst for Yuba County, while earning her Master's Degree in Public Administration. While there, she wrote a \$900,000 grant for two family resource centers; a foster care program with counseling for foster children and education for foster parents; a grant which allowed senior citizens to remain in their homes; a therapy and treatment program for the homeless population; and a fluoride program for public school students.

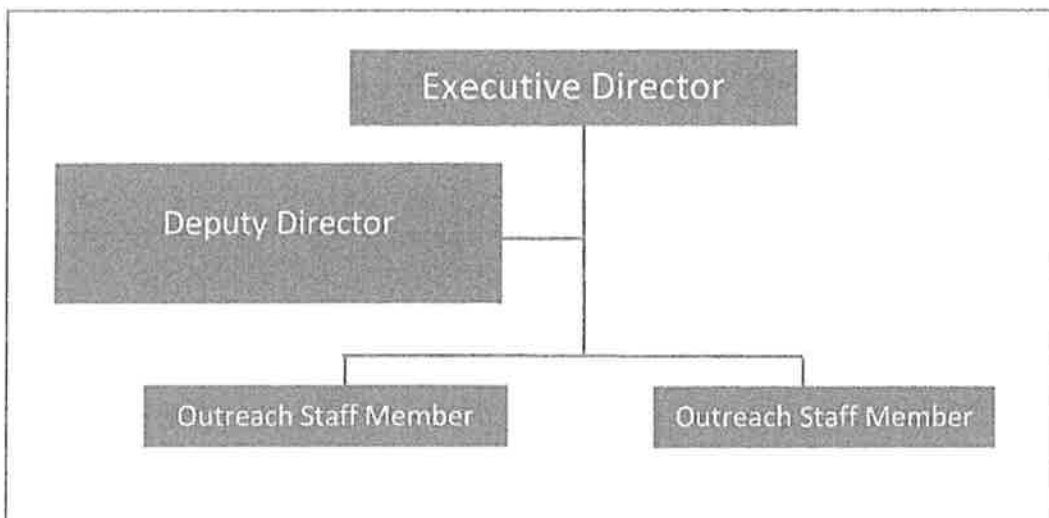
In 2002, Carolyn and two partners co-founded the nonprofit organization, CSS. Over the course of its fourteen year history, CSS has established IHSS Registries in three different California counties; written annual Child Welfare County System Improvement Plans (SIP) and overall County Self Assessments (CSA) for two counties; completely restructured a county Child Welfare Department; written a county-wide evacuation plan; created an onsite school beauty salon for at-risk high school students, and wrote a grant to provide professional therapy for those same at-risk students.

Notably, CSS was the administrator of the CMSP Medi-Cal Outreach and Enrollment Pilot Project in Mono County from 2014 through 2016. Activities included outreach and Medi-Cal enrollment at the county's food banks, schools, health fairs, jail, libraries, and community college, among other locations. Over the course of the two-year project, CSS successfully reached nearly 2,500 residents with valuable information about Medi-Cal.

CSS currently administers several programs in Mono and Alpine Counties. Since 2002, CSS has been administering the IHSS Provider Registry in Mono County, as well as performing IHSS Quality Assurance and Program Integrity activities; and overseeing the IHSS Advisory Committee. CSS recently began administering the Reentry Coordinator Program for the Mono County Sheriff's Department, assisting inmates with a variety of supports designed to help them succeed upon release, such as enrollment in health insurance; setting up court-ordered drug/alcohol counseling programs; and assistance finding affordable housing.

CSS has administered the Supplemental Nutrition Assistance Program-Education (SNAP-Ed) Program in Mono County since 2013 and in Alpine County since 2016. Activities include nutrition education and physical activity interventions to low-income residents at food banks, qualifying schools, CalFresh offices, Public Health Departments, American Indian reservations, and Tribal TANF offices, among others. Activities also include collaboration to improve school wellness policies, improve healthy retail options, and promote community health through county programs.

Carolyn, as Executive Director, will oversee the entirety of the CMSP County Wellness and Prevention Pilot Project. Amanda Hoover, Deputy Director, will be the Project Manager, overseeing day to day implementation of the project, evaluating project process and progress, preparing necessary reports, and communicating with partners. Amanda will be supported by two staff members, who will be assisting with outreach activities, reporting, and data collection. Please see the following Organizational Chart:



5. Implementation Work Plan

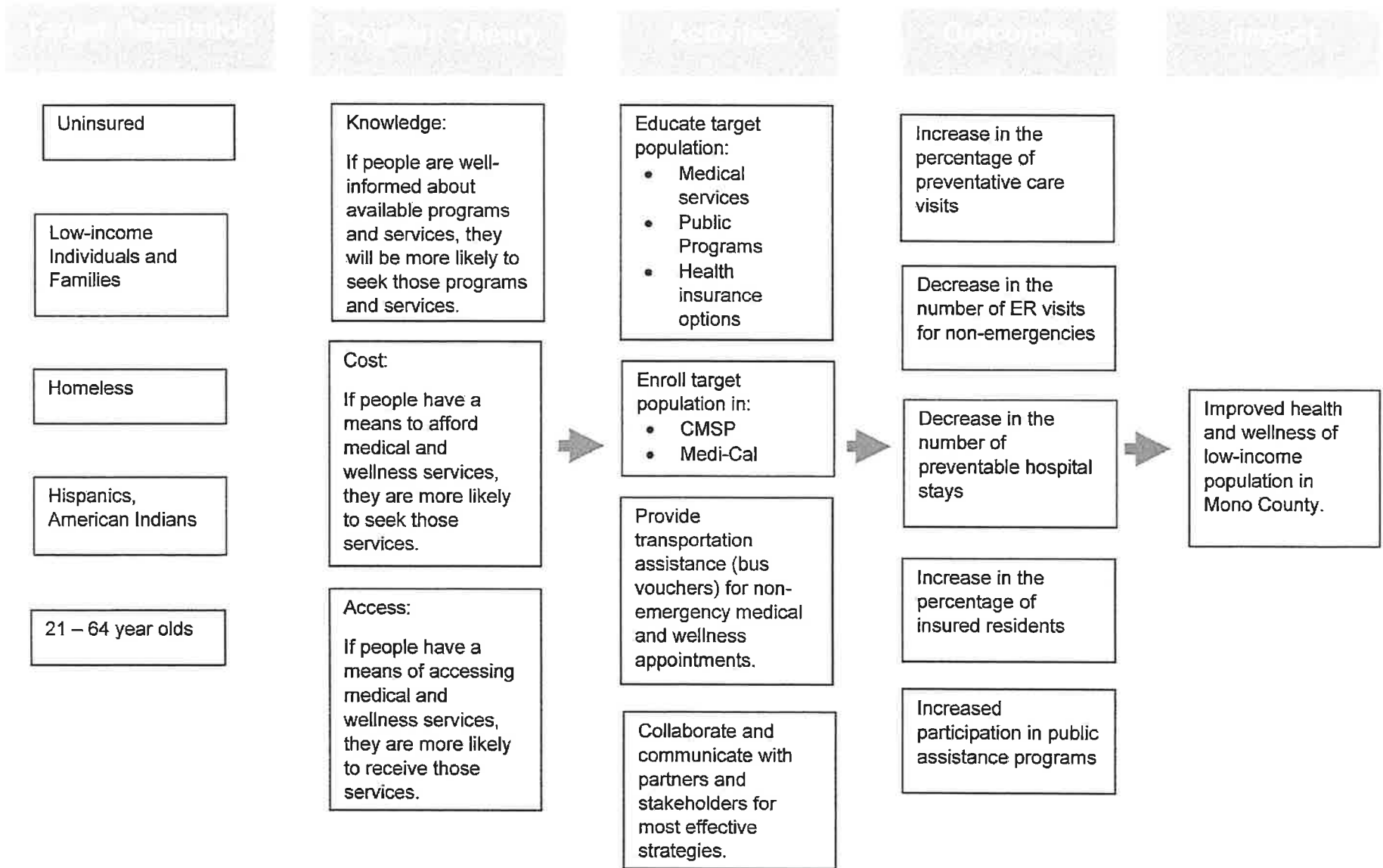
Program Planning and Startup			
Activity	Partners/Stakeholders	Timeline	Responsible Party
CSS staff will host initial meetings with partners to outline goals and outreach strategy of the project.	Public Health; Social Services; Behavioral Health; Sheriff's Department; Office of Education; Mammoth Unified School District; Eastern Sierra Unified School District; Tribal TANF; Mammoth Hospital; Bridgeport Indian Health Clinic	To be completed in January 2017	CSS Executive Director CSS Deputy Director
CSS staff will contact all partners and stakeholders to: <ul style="list-style-type: none"> establish an accurate database of available medical services, wellness supports, and public programs. obtain informational literature from all partners and stakeholders to distribute during outreach and education events. 	Public Health; Social Services; Behavioral Health; Sheriff's Department; Office of Education; Mammoth Unified School District; Eastern Sierra Unified School District; Tribal TANF; Mammoth Hospital; Bridgeport Indian Health Clinic	To be completed in January 2017, and ongoing, as necessary	CSS Deputy Director
CSS staff will develop a high-quality brochure and flyer in English and Spanish, explaining health insurance options for the target population, including CMSP.	Social Services	To be completed in January 2017	CSS Deputy Director CSS Outreach Staff
Outreach and Education Activities			
Activity	Location	Timeline	Responsible Party
CSS will host a minimum of four outreach events per month to: <ul style="list-style-type: none"> Educate target population about available medical and wellness services, and public assistance programs. Educate target population about available health insurance options, including CMSP and CMSP PCB. Assist target population with completion of Covered California applications. Make referrals for medical, wellness, and support services. 	Food banks; WIC clinics; Tribal TANF; Wellness Centers; Public Health community clinics; Mammoth Hospital; Bridgeport Indian Health Clinic; Jail; Mammoth Mountain	Monthly, beginning in January 2017-December 2019	CSS Deputy Director CSS Outreach Staff
CSS will provide outreach, education, and referrals at a minimum of four community events, such as Health Fairs, per year.	Throughout Mono County	Annually, beginning in January 2017-December 2019	CSS Deputy Director CSS Outreach Staff
CSS will widely distribute new health insurance brochures and flyers in highly visible locations reaching target population.	Throughout Mono County	Monthly, beginning in January 2017-December 2019	CSS Deputy Director CSS Outreach Staff
CSS will issue bus vouchers, as needed, to members of the target population needing transportation assistance for non-emergency medical and wellness appointments.	Throughout Mono County	Ongoing, beginning in January 2017-December 2019	CSS Deputy Director CSS Outreach Staff

CSS will provide outreach, education, and referrals at a minimum of six school events, such as Open Houses, per year.	Mono County Schools	Annually, beginning in January 2017- December 2019	CSS Deputy Director CSS Outreach Staff
CSS will distribute health insurance brochures and flyers to families of students in seven schools, reaching over 1,300 families.	Mono County Schools	Semiannually, beginning in January 2017- December 2019	CSS Deputy Director CSS Outreach Staff
CSS will advertise low cost or no cost health insurance options, including CMSP, through a variety of media-based outlets, such as newspapers, community newsletters, and partners' social media sites.	Throughout Mono County	Monthly, beginning in January 2017- December 2019	CSS Deputy Director CSS Outreach Staff

Evaluation and Reporting

Activity	Partners/Stakeholders	Timeline	Responsible Party
CSS will meet with partners to examine program outcomes and adjust outreach strategy, as necessary.	Public Health; Social Services; Behavioral Health; Sheriff's Department; Office of Education; Mammoth Unified School District; Eastern Sierra Unified School District; Tribal TANF; Mammoth Hospital; Bridgeport Indian Health Clinic	Semiannually, Beginning in June 2017- December 2019	CSS Executive Director CSS Deputy Director
With the input of partners, CSS will create a survey to be completed and collected during outreach events, measuring the knowledge of the target population in regards to available services and supports, as well as health insurance coverage and participation in public assistance programs.	Public Health; Social Services; Behavioral Health; Sheriff's Department; Office of Education; Mammoth Unified School District; Eastern Sierra Unified School District; Tribal TANF; Mammoth Hospital; Bridgeport Indian Health Clinic	Development in January 2017; Then distribution in 2017 Q1; 2018 Q1; 2019 Q1 & Q4	CSS Executive Director CSS Deputy Director CSS Outreach Staff
CSS will collect data and report on the following indicators: <ul style="list-style-type: none"> Percentage of insured residents Percentage of residents seeking preventative care Number of emergency room visits for non-emergency care Percentage of eligible residents utilizing public assistance programs 	Social Services; Public Health; Mammoth Hospital; Bridgeport Indian Health Clinic	Annually, beginning in January 2017- December 2019	CSS Executive Director CSS Deputy Director CSS Outreach Staff
CSS will routinely report on the scope and effectiveness of outreach activities, to include: <ul style="list-style-type: none"> challenges and successes of implementation any modifications to activities or strategy numbers of persons reached number and types of outreach events number and types of referrals number of Covered California applications completed number and types of media-based activities number of bus vouchers issued 	Public Health; Social Services; Behavioral Health; Sheriff's Department; Office of Education; Mammoth Unified School District; Eastern Sierra Unified School District; Tribal TANF; Mammoth Hospital; Bridgeport Indian Health Clinic	Quarterly, beginning in January 2017- December 2019	CSS Executive Director CSS Deputy Director CSS Outreach Staff

Logic Model



E. Proposed Evaluation Methodology

As part of our CMSP County Wellness and Prevention Pilot Project, we will be evaluating program processes and outcomes to determine the effectiveness of our project. We will be evaluating program processes on a quarterly basis, particularly examining reach and effectiveness of strategies. With input from partners and stakeholders, we will be assessing the following programmatic measures:

- Are we reaching our target population?
- Are the locations of outreach most effective in reaching our target population?
- What activities have been most successful and why?
- What barriers have we experienced in reaching our target population?
- How can we overcome any barriers to reaching our target population?
- Have any new issues been identified through outreach events?
- Have we identified any new strategies, resources, or partners that would be valuable in serving the target population?

We will be using aggregated clinical data, acquired from our partners in the healthcare delivery system, and surveys to measure the outcomes and impact of our project on an annual basis. Using surveys distributed to the target population, we will be assessing the target population's knowledge of available medical and preventative services; public assistance programs; and health insurance options. Surveying will occur during the first quarters of 2017, 2018, and 2019, as well as the fourth quarter of 2019. Survey results will be included in quarterly reports. We will be using aggregated clinical data and statistical data to measure the following specific outcomes:

- Percentage of those with health insurance coverage
- Percentage of those utilizing public assistance programs
- Percentage of those seeking preventative care
- Number of non-emergency Emergency Room visits
- Number of preventable hospital stays

Statistical data pertaining to health insurance coverage will be obtained through the U.S. Census Bureau. Statistical data pertaining to utilization of public assistance programs will be collected from Mono County Social Services. To maintain compliance with HIPAA privacy laws protecting confidential health information, only aggregated clinical data pertaining to medical care will be requested from Mammoth Hospital, Mono County Public Health, and the Bridgeport Indian Health Clinic. Aggregated clinical data will also be utilized from national public health databases.

Statistical and aggregated clinical data will be collected on an annual basis, as available, and included as part of our quarterly reports. Statistical and aggregated clinical data will be considered the most reliable forms of data to measure impact of the project. Surveys will be anonymous and will not contain any personally identifiable information. If the survey sample size is determined to be very small by CSS and its' partners, the survey results will not be reported. Very small sample size not only raises privacy and confidentiality concerns, it also limits the usefulness and accuracy of the data.

F. Budget and Budget Narrative

CSS is requesting \$49,000 per year to implement the CMSP County Wellness and Prevention Pilot Project in Mono County. The single greatest expense in implementing the project will be personnel costs. The Executive Director of CSS will oversee the entirety of the project and will only require .10 FTE. The Deputy Director of CSS will serve as the Project Manager (.25 FTE), directing and providing outreach and education activities, as well as evaluation and reporting activities. The Executive Director and Deputy Director are both full-time staff members. Two part-time staff members will assist with outreach, education, evaluation, and reporting activities; one staff member will be working half-time on the project (.5 FTE) and the other staff member will be quarter-time (.25 FTE). Total staff time required to implement the project is estimated at 34 hours per week. Translation services from our partners will be considered in-kind support.

Office expenses for this project will be less than six percent of the overall budget. Office expenses include office rent, utilities, and telephone costs of \$1,710 per year. Postage and office supplies, such as paper, printer ink, and notepads are estimated at \$960 per year. The cost to print 2,000 high-quality, color brochures and flyers for distribution, as described in the Project Narrative, is estimated at \$1,000 per year and will be considered in-kind support from CSS.

The cost of travel is a significant expense in implementing the project. As described in the Project Narrative, Mono County is a large county, with isolated towns separated by many miles. Travel from the CSS office in Walker to Mammoth Lakes is approximately 168 miles round trip. Travel to Benton is over 200 miles round trip in good weather and over 250 miles round trip in winter months, due to closed roads. In order to implement monthly outreach and education activities, CSS staff will travel an estimated 150 miles per week, or 650 miles per month. The budget for travel was calculated at 54 cents per mile, the current Federal Mileage Reimbursement Rate. Total travel expenses per year are estimated at \$4,212.

Other costs include the expense of media-based outreach in the local English and Spanish newspapers. As discussed in the Project Narrative, CSS will employ an aggressive media campaign, with monthly Public Service Announcements in a variety of newspapers reaching the target population. CSS has found this to be a particularly useful strategy in past projects, especially in reaching the Hispanic population. Other costs also included bus vouchers, for which CSS made a conservative estimate of \$900 per year. The outcomes of the first year of the project will determine if this budget item requires modification in Years 2 or 3.

Indirect and overhead costs were kept to a minimum, at only \$4,900 per year. This represents ten percent of the entire annual budget for this project. Mono County Public Health factored in only those indirect and overhead costs which can be directly attributed to the oversight of this project.

Total evaluation costs for the project are approximately five percent. This includes staff time to distribute, collect, and analyze surveys; and collect and analyze statistical and clinical data. Total personnel costs directly attributed to evaluation activities is estimated at only \$2,500 per year. In addition, CSS factored in \$70 per year for the cost of having surveys printed. This line item is listed separately under Office Expenses.

**Attachment B2: Budget Template - Summary Budget
 CMSP County Wellness & Prevention Pilot Project**

Applicant:

Community Service Solutions (Mono County)

Summary Budget – CY 2017 through CY 2019:

Category	Total Cost (Year 1)	CMSP Funding (Year 1)	Other Funding (Year 1)
Personnel	34,748	34,748	0
Contractual Services	0	0	0
Office Expenses	3,740	2,740	1,000
Travel	4,212	4,212	0
Other	7,300	7,300	0
TOTAL YEAR 1	50,000	49,000	1,000

Category	Total Cost (Year 2)	CMSP Funding (Year 2)	Other Funding (Year 2)
Personnel	34,748	34,748	0
Contractual Services	0	0	0
Office Expenses	3,740	2,740	1,000
Travel	4,212	4,212	0
Other	7,300	7,300	0
TOTAL YEAR 2	50,000	49,000	1,000

Category	Total Cost (Year 3)	CMSP Funding (Year 3)	Other Funding (Year 3)
Personnel	34,748	34,748	0
Contractual Services	0	0	0
Office Expenses	3,740	2,740	1,000
Travel	4,212	4,212	0
Other	7,300	7,300	0
TOTAL YEAR 3	50,000	49,000	1,000



2015 Press Ganey Pinnacle of Excellence Award Winner

November 29, 2016

CMSP Governing Board
1545 River Park Drive, Suite 435
Sacramento, CA 95815

Dear Members of the CMSP Governing Board:

I would like to express our support of Community Service Solutions as the lead agency for the CMSP Wellness and Prevention Pilot Project in Mono County. Since 2002, Community Service Solutions has been successfully implementing various programs for Mono County Social Services, Mono County Public Health, and the Mono County Sheriff's Department. Southern Mono Healthcare District will gladly support outreach, education, and wellness efforts as Community Service Solutions implements the CMSP Wellness and Prevention Pilot Project.

Sincerely,



Gary Myers
Chief Executive Officer



Office of the ... DEPARTMENT OF SOCIAL SERVICES

C O U N T Y O F M O N O

P. O. Box 2969 • Mammoth Lakes • California 93546

KATHRYN PETERSON, MPH
Director

BRIDGEPORT OFFICE
(760) 932-5600
FAX (760) 932-5287

MAMMOTH LAKES OFFICE
(760) 924-1770
FAX (760) 924-5431



November 28, 2016

CMSP Governing Board
1545 River Park Drive, Suite 435
Sacramento, CA 95815

RE: Community Service Solutions

Dear Members of the CMSP Governing Board,

I would like to express my full support of Community Service Solutions as the lead agency for the CMSP Wellness and Prevention Pilot Project in Mono County. Since 2002, our department has had the pleasure of contracting with Community Service Solutions for various programs. Our department will gladly support outreach, education, and coordination of care efforts as Community Service Solutions implements the CMSP Wellness and Prevention Pilot Project.

Carolyn Williams, Executive Director of Community Service Solutions, has several decades of experience successfully working in the public sector in various California counties. Her expertise and professionalism continue to be an asset to her nonprofit organization, as well as to Mono County. We look forward to working with Community Service Solutions on this new endeavor.

Sincerely,

A handwritten signature in cursive script, appearing to read "K. Peterson".

Kathryn Peterson, Director
Mono County Department of Social Services



MONO COUNTY
SHERIFF 911

P.O. Box 616 • 49 BRYANT STREET • BRIDGEPORT, CA 93517 • (760) 932-7549 • WWW.MONOSHERIFF.ORG

Ingrid Braun
Sheriff/Coroner

MONO COUNTY SHERIFF'S OFFICE

Michael Moriarty
Undersheriff

November 28, 2016

CMSP Governing Board
1545 River Park Drive, Suite 435
Sacramento, CA 95815

Dear Members of the CMSP Governing Board,

On behalf of the Mono County Sheriff's Office, I would like to express my full support of Community Service Solutions as the lead agency for the CMSP Wellness and Prevention Pilot Project in Mono County. Our office has had the pleasure of contracting with Community Service Solutions this year for the Reentry Coordination Program at the Mono County Jail.

Our office will gladly support Community Service Solutions as they implement the CMSP Wellness and Prevention Pilot Project, through education and coordination of care efforts among our inmate population. The professionalism and work ethic of Community Service Solutions' staff will ensure their success in this new endeavor.

Sincerely,

A handwritten signature in black ink, appearing to read "IB", written over a white rectangular area.

Ingrid Braun
Sheriff-Coroner



Eastern Sierra Unified School District

P.O. Box 575 – 231 Kingsley Street
Bridgeport, CA 93517
Telephone (760) 932-7443 – Fax (760) 932-7140

Don Clark, Ed.D.
Superintendent

Board of Trustees

Ann Aylesworth
Jimmy Little
John Peters
Gabe Segura
Bob Tems

CMSP Governing Board
1545 River Park Drive, Suite 435
Sacramento, CA 95815

Dear Members of the CMSP Governing Board,

On behalf of the Eastern Sierra Unified School District, I would like to express my support of Community Service Solutions as the lead agency for the CMSP Wellness and Prevention Pilot Project in Mono County. Community Service Solutions has been working in our schools since 2013, teaching nutrition education to our students through their Supplemental Nutrition Assistance Program-Education (SNAP-Ed) grant.

We will gladly support Community Service Solutions as they seek to improve the health and wellness of Mono County's vulnerable residents, through outreach and education efforts to the families of our students.

Sincerely,

Dr. Don Clark, Superintendent
Eastern Sierra Unified School District

EXHIBIT D

**COUNTY MEDICAL SERVICES PROGRAM GOVERNING BOARD
GRANTEE DATA SHEET**

Grantee's Full Name:	Mono County Public Health
Grantee's Address:	PO Box 3329 Mammoth Lakes, CA 93546
Grantee's Executive Director/CEO: (Name and Title)	Lynda Salcido, Director
Grantee's Phone Number:	(760) 924-1842
Grantee's Fax Number:	(760) 924-1831
Grantee's Email Address:	lsalcido@mono.ca.gov
Grantee's Type of Entity: (List Nonprofit or Public)	Public
Grantee's Tax Id# [EIN]:	95-6005661

I declare that I am an authorized representative of the Grantee described in this Form. I further declare under penalty of perjury under the laws of the State of California that the information set forth in this Form is true and correct.

GRANTEE:

By: _____
Title: _____
Date: _____



**OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS**

REGULAR AGENDA REQUEST

Print

MEETING DATE March 14, 2017

Departments: Clerk of the Board

TIME REQUIRED

SUBJECT March 2017 Agricultural
Commissioner's Update

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

Department Update from the Inyo/Mono Agricultural Commissioner, Nathan Reade, for March 2017.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME: Shannon Kendall

PHONE/EMAIL: x5533 / skendall@mono.ca.gov

SUBMIT THE ORIGINAL DOCUMENT WITH
ATTACHMENTS TO THE OFFICE OF
THE COUNTY ADMINISTRATOR
PRIOR TO 5:00 P.M. ON THE FRIDAY
32 DAYS PRECEDING THE BOARD MEETING

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

<p>Click to download</p> <p> Ag Comm Update March 2017</p>
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History

Time	Who	Approval
3/9/2017 11:57 AM	County Administrative Office	Yes
3/8/2017 4:01 PM	County Counsel	Yes
3/8/2017 1:36 PM	Finance	Yes



Department Update

Counties of Inyo and Mono Agricultural Commissioner's Office

March 2017

Agriculture

March will be a busy month of meetings in both Inyo and Mono Counties with individual communities on cannabis. The Agriculture Department continues to participate in task force meetings with each county. [State regulations](#) regarding cultivation are still being developed and many specifics on the new program are still unknown.

On the federal level, recent comments from White House Press Secretary Sean Spicer and Attorney General Jeff Sessions have raised concern that federal enforcement of marijuana laws might resume in states where legalization has occurred. Indications from these [comments](#) point toward targeting recreational cultivation but perhaps ignoring medical cultivation. The current continuing resolution [precludes the federal government](#) from expending resources for marijuana enforcement in states that have legalized the substance until April 28. [HR 975](#) meanwhile, seeks to reinforce state's rights to legalize marijuana if regulated.

The Inyo/Mono Agricultural Commissioner recently returned from the California Agricultural Commissioner and Sealer's Association Washington DC delegation trip. Ten commissioners from throughout the state met with 18 members of Congress, two Senator's offices, the White House Office of Management and Budget, US Environmental Protection Agency, the California Governor's Office, US Customs and Border Protection, and US Department of Agriculture to discuss California agriculture policy concerns.



2017 CACASA DC Delegation

Weights & Measures

National Weights and Measures Week will occur from March 1 –7, 2017. This happens the first week each March to commemorate John Adams signing the first United States weights and measures law on March 2, 1799. Weights and Measures laws are some of the oldest in our country; in fact, instituting a uniform system of weights and measures was prescribed in Article 1, Section 8 of the US Constitution.



Aggregate scales are built into these hoppers

Our local weights and measures staff are beginning to move from counter scale and retail fuel meter (gas pump) inspections to larger capacity scale inspections as we enter March. Spring-time is typically a busy period for these larger scales as concrete batch plants and aggregate plants restart operations for the year. Some larger aggregate hopper scales can require tests in excess of 100,000 pounds for proper scale certification.

Mosquito Abatement Program

Sightings of late winter mosquitos have begun to trickle in for areas in the Owens Valley. These mosquitoes are probably of the Anopheles or Culiseta variety. Both of these types of mosquitoes overwinter as adult mosquitoes that take shelter near our homes during colder months. They emerge on warm winter days and often appear sluggish but could still be intent to find a host to feed upon.

Usually controlling these mosquitoes on a large scale during the winter is not effective because the mosquitoes are few in number and temperatures can drop again, forcing these mosquitoes back into overwintering mode. We will be actively trapping and monitoring populations, and have control methods at the ready if numbers increase.

We are also getting reports of biting gnats in the

Keeler area. Crews have been sent down to conduct treatments in this area to reduce populations to below nuisance levels.

The projected record breaking 2017 runoff continues to indicate that this summer will be a year of very high mosquito populations. Staff have been busy planning for this unprecedented season.

Measures being undertaken include extensive outreach activities with various stakeholders to coordinate activities and reduce potential mosquito breeding sites to the extent possible. Staff met with two previous Owens Valley Mosquito Abatement Program managers to discuss lessons learned from prior high runoff years. Communication also continues with the Health Officer and the public.

We would also like to congratulate Chris Wickham, OVMAP Manager, on his retirement this month!

Eastern Sierra Weed Management

The record rainfall, snowpack and anticipated runoff will have unknown impacts to the noxious weed program. We are hopeful that some populations of weeds will be suppressed by long-term flooding, for example extensive Pepperweed infestations that are currently underwater in the Farmer's Pond complex may see beneficial control if the ponds remain full all summer. On the other hand, access to many known sites, particularly those along the Lower Owens River may become very challenging this season, and flood flows could spread noxious seeds to new locations.

We continue to search for funding opportunities for project areas currently without resources. A potential source of funding has been identified for infestations along the Walker River watershed in recent weeks. More information should be forthcoming soon.

Important Dates

March 2
Antelope Valley Cannabis Outreach

March 6
Big Pine Cannabis Outreach

March 7
Lune Lake Cannabis Outreach

March 8
Olancha Cannabis Outreach
Mono Basin Cannabis Outreach

March 9
Keller Cannabis Outreach

Annual Inyo/Mono Cattlemen's Association Meeting—Bishop

March 13
Round Valley Cannabis Outreach

CACASA Board of Directors Meeting—Stockton

March 14
CACASA Board of Directors Meeting—Stockton

March 15
Independence Cannabis Outreach

March 16
SCACASA Meeting—Orange

Bishop (NIH) Cannabis Outreach

Bridgeport Cannabis Outreach

March 20
Bishop (Jill Kinmont Boothe) Cannabis Outreach

March 21
OVMAP Presentation—Inyo BOS

March 22
Coleville Pesticide Safety Seminar

Lone Pine Cannabis Outreach

March 23
Bishop Pesticide Safety Seminar

Bishop (Laws) Cannabis Outreach

March 27
Bishop (Golf Course) Cannabis Outreach

Mosquito and Vector Control Association Annual Meeting—San Diego

March 28
Mosquito and Vector Control Association Annual Meeting—San Diego

March 29
Long Valley Cannabis Outreach

Mosquito and Vector Control Association Annual Meeting—San Diego

Sunrise Rotary Mosquito Presentation—Bishop

March 30
Homewood Canyon Cannabis Outreach



**OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS**

REGULAR AGENDA REQUEST

Print

MEETING DATE March 14, 2017

Departments: County Counsel

TIME REQUIRED 10 minutes (5 minute presentation; 5 minute discussion) **PERSONS APPEARING BEFORE THE BOARD** Anne Larsen

SUBJECT Review and Approval of Amended Conflict of Interest Codes and Request for Extension of Time

AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

Proposed resolution approving amended conflict of interest codes submitted by the Birchim Community Services District, Local Transportation Commission and the Bridgeport Public Utilities District and proposed resolution extending the deadline for the Board's approval of additional amended conflict of interest codes.

RECOMMENDED ACTION:

Adopt proposed resolution approving amended conflict of interest codes. Adopt proposed resolution extending deadline for Board's approval of additional amended conflict of interest codes. Provide any desired direction to staff.

FISCAL IMPACT:

None.

CONTACT NAME: Anne Larsen

PHONE/EMAIL: 760 924-1707 / alarsen@mono.ca.gov

SUBMIT THE ORIGINAL DOCUMENT WITH ATTACHMENTS TO THE OFFICE OF THE COUNTY ADMINISTRATOR **PRIOR TO 5:00 P.M. ON THE FRIDAY 32 DAYS PRECEDING THE BOARD MEETING**

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
<input type="checkbox"/> Staff report
<input type="checkbox"/> Proposed Resolution - approve codes
<input type="checkbox"/> Exh to Resolution to Approve - Bridgeport

[Proposed Resolution Extend Conflict Code Deadline](#)

[LTC COI](#)

[Birchim CIC](#)

History

Time	Who	Approval
3/9/2017 11:46 AM	County Administrative Office	Yes
3/8/2017 10:27 AM	County Counsel	Yes
3/8/2017 11:31 AM	Finance	Yes

County Counsel
Stacey Simon

Assistant County Counsel
Christian E. Milovich

Deputy County Counsel
Anne M. Larsen

**OFFICE OF THE
COUNTY COUNSEL**

Mono County
South County Offices
P.O. BOX 2415
MAMMOTH LAKES, CALIFORNIA 93546

Telephone
760-924-1700

Facsimile
760-924-1701

Paralegal
Jenny Senior

To: Honorable Board of Supervisors

From: Anne M. Larsen

Date: March 14, 2017

Re: Approval of Amended Conflict of Interest Codes and Request for Extension of Deadline for Remaining Special Districts to Submit Conflict of Interest Codes for Board Approval

Recommended Actions

1. Consider and approve amended conflict of interest codes submitted by the Birchim Community Services District, Mono County Local Transportation Commission and Bridgeport Public Utilities District.
2. Extend the current deadline to June 20, 2017, for agencies to submit amended conflict of interest codes to the Board of Supervisors for approval, including, but not necessarily limited to, the following:

(1) Mammoth Unified School District, (2) Mono County Library, (3) Mono County Office of Education, (4) Mammoth Lakes Mosquito Abatement District, (5) Long Valley Fire Protection District, (6) Mammoth Lakes Fire Protection District and (7) June Lake Fire Protection District.
3. Provide any desired direction to staff.

Strategic Plan Focus Area(s) Met

Economic Base Infrastructure Public Safety
 Environmental Sustainability Mono Best Place to Work

Fiscal Impact

No direct fiscal impact.

Discussion

A. Overview

With respect to agency conflict of interest codes required under the Political Reform Act, the Mono County Board of Supervisors is the “code-reviewing body” for many local government agencies located within Mono County. (*See Gov. Code* § 82011.) In this item, we submit proposed amended codes from the Birchim Community Services District, Mono County Local Transportation Commission and Bridgeport Public Utilities District.

In general, the required contents of a conflict of interest code are addressed at *Government Code* section 87302. The Political Reform Act provides as follows:

“No Conflict of Interest Code or amendment shall be approved by the code reviewing body... if it:

- (a) Fails to provide reasonable assurance that all foreseeable potential conflict of interest situations will be disclosed or prevented;
- (b) Fails to provide to each affected person a clear and specific statement of his duties under the Code; or
- (c) Fails to adequately differentiate between designated employees with different powers and responsibilities.”

(*Gov. Code* § 87309.)

Further, “[e]ach agency shall submit a proposed conflict of interest code to the code reviewing body by the deadline established for the agency by the code reviewing body.” (*Gov. Code* § 87303.) Within 90 days of receipt of proposed amendments or revisions to a local government agency’s code, the code-reviewing body may approve the proposed code as submitted; revise the proposed code and approve it as revised; or return the proposed code to the agency for revision and resubmission within 60 days.” (*Id.*)

B. Proposed Amended Conflict of Interest Codes Submitted by the Birchim Community Services District, Mono County Local Transportation Commission and Bridgeport Public Utilities District

I reviewed the proposed amended conflict of interest codes submitted by the Birchim Community Services District, Mono County Local Transportation Commission and Bridgeport Public Utilities District, and it is my opinion that the proposed amendments to each of these districts’ codes complies with the Political Reform Act. Therefore, it is my recommendation that your Board approve each of these districts’ proposed codes as submitted.

C. Request for Extension of Deadline for Special Districts to Submit Conflict of Interest Codes for Board Approval

At your December 13, 2016, meeting, the Board set a ninety (90) day deadline for special districts to submit amended conflict of interest codes for Board approval. Several special districts have not yet submitted either a proposed conflict of interest code amendment or an indication that no amendment is required. To provide these districts additional time to do so, we request that the Board extend to June 20, 2017, the deadline for special districts to either submit amended conflict of interest codes for Board approval or provide notice that no amendment is required.

I look forward to speaking with your Board and answering any questions at your March 14, 2017, meeting. If you have any questions on this matter prior to your meeting, please call me at (760) 924-1707.



R17-__

**A RESOLUTION OF THE MONO COUNTY
BOARD OF SUPERVISORS APPROVING
AMENDED CONFLICT OF INTEREST CODES**

WHEREAS, the Mono County Board of Supervisors finds that revisions to the conflict of interest codes of the Birchim Community Services District, Mono County Local Transportation Commission and Bridgeport Public Utilities District are necessary;

WHEREAS, the Mono County Board of Supervisors finds that amended conflict of interest codes were adopted by the Birchim Community Services District, Mono County Local Transportation Commission, and Bridgeport Public Utilities District, which are collectively included in the Exhibit to this Resolution;

WHEREAS, the Mono County Board of Supervisors has reviewed the amended conflict of interest codes adopted by the Birchim Community Services District, Mono County Local Transportation Commission, and Bridgeport Public Utilities District, which are collectively included in the Exhibit to this Resolution;

NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF MONO RESOLVES that:

It hereby approves the amended conflict of interest codes of the Birchim Community Services District, Mono County Local Transportation Commission, and Bridgeport Public Utilities District, which are collectively included in the Exhibit to this Resolution.

PASSED, APPROVED and ADOPTED this 14th day of March, 2017, by the following vote, to wit:

AYES:
NOES:
ABSENT:
ABSTAIN:

Stacy Corless, Chair
Mono County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

Clerk of the Board

County Counsel

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RESOLUTION NO. 2017-1

**RESOLUTION OF THE BRIDGEPORT PUBLIC UTILITY DISTRICT
AMENDING ITS CONFLICT-OF-INTEREST CODE**

WHEREAS, the Bridgeport Public Utility District finds that revisions to its conflict-of-interest code are necessary; and

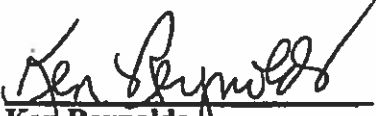
WHEREAS, the Bridgeport Public Utility District further finds that the most expedient way to accomplish the necessary revisions is to adopt a new conflict-of-interest code; and

WHEREAS, the Bridgeport Public Utility District has reviewed the proposed amended conflict-of-interest code appearing in the Exhibit to this Resolution, including the Appendices thereto.

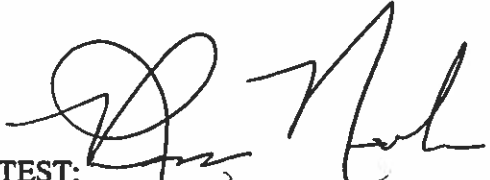
NOW, THEREFORE, BE IT RESOLVED by the Bridgeport Public Utility District that its Conflict-of-Interest Code is hereby amended in its entirety to read as set forth in the Exhibit attached hereto and incorporated herein by this reference, subject to approval by the Mono County Board of Supervisors.

APPROVED AND ADOPTED this 15th day of February, 2017, by the following vote:

AYES : Reynolds, Love
NOES : None
ABSTAIN : None
ABSENT : None



Ken Reynolds
President, Board of Directors
Bridgeport Public Utility District


ATTEST: _____
SECRETARY

APPROVED AS TO FORM:

County Counsel
LEGAL COUNSEL

**Waiver of Actual and/or Potential Conflict of Interest
(Cal. R. Prof. Conduct, Rule 3-310)**

The members of the board of directors of the Bridgeport Public Utilities District (“District”) have read the February 15, 2017, staff report by Anne M. Larsen, Deputy County Counsel for the County of Mono, regarding the potential for conflicts of interest in the Office of the County Counsel’s representation of both the District and the Mono County Board of Supervisors (“Board”) in connection with the biennial conflict-of-interest code review under the Political Reform Act. The District understands the contents of that staff report.

The undersigned has been duly authorized by the District to sign this waiver. By that signature on this waiver, and mindful of the issues raised in the above-referenced February 15, 2017, staff report, the District fully and freely waives any potential conflict of interest in allowing the Office of the Mono County Counsel to represent the District in addition to the Board in connection with the biennial conflict-of-interest code review process under the Political Reform Act. Such representation may include providing any desired assistance to the District in preparing and finalizing any amendment to its conflict-of-interest code for the Board’s review.

The signature below constitutes the District’s “informed written consent” within the meaning of California Rules of Professional Conduct, Rule 3-310.



Ken Reynolds
President, Board of Directors
Bridgeport Public Utilities District

1 EXHIBIT

2 CONFLICT OF INTEREST CODE
3 OF THE BRIDGEPORT PUBLIC UTILITY DISTRICT
4

5 SECTION 1: Conflict-of-Interest Code – Adopted

6 The Political Reform Act of 1974, *Government Code* sections 81000 *et seq.* (as amended),
7 requires state and local government agencies to adopt and promulgate conflict-of-interest codes. The
8 Fair Political Practices Commission has adopted a regulation, 2 Cal. Code Regs. section 18730, that
9 contains the terms of a standard conflict-of-interest code. This standard code can be adopted by
reference, and may be amended by the Fair Political Practices Commission after public notice and
hearings to conform to amendments of the Political Reform Act.

10 The terms of 2 Cal. Code Regs. section 18730 and any amendments to it duly adopted by the
11 Fair Political Practices Commission are hereby incorporated by reference and, along with the attached
12 Appendix A in which officials and/or employees are designated and Appendix B in which disclosure
13 categories are set forth, constitute the conflict-of-interest code of the Bridgeport Public Utility District,
which is considered the “agency” within the purview of this code. The conflict-of-interest code of the
Bridgeport Public Utility District so adopted supersedes any conflict-of-interest code of the Bridgeport
Public Utility District previously in effect.

14 SECTION 2: Statements of Economic Interest: Filing Officer

15 Designated employees and/or personnel shall file Statements of Economic Interest with the
16 Secretary of the Bridgeport Public Utility District who shall be and perform the duties of the Filing
17 Officer for the Bridgeport Public Utility District,
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1 EXHIBIT
2 CONFLICT OF INTEREST CODE
3 OF THE BRIDGEPORT PUBLIC UTILITY DISTRICT
4 APPENDIX A

5 LIST OF DESIGNATED EMPLOYEES / PERSONNEL

6 <u>JOB TITLE</u>	7 <u>DISCLOSURE CATEGORY</u>
8 Operations and Field Manager	2
9 On-Call Fill-in Field Manager	2
10 Legal Counsel	1
11 Consultant	1*

12 * Bridgeport Public Utility District's Legal Counsel may determine in writing that a particular
13 consultant, although a "designated employee," is hired to perform a range of duties that are limited in
14 scope and thus is not required fully to comply with disclosure requirements described in this Exhibit.
15 Such written determination shall include a description of the consultant's duties and, based upon that
16 description, a statement of the extent of disclosure requirements. Bridgeport Public Utility District's
17 Legal Counsel's determination is a public record and shall be retained for public inspection in the same
18 manner and location as this conflict-of-interest code.

19 **NOTE:** The position of Member of the Board of Directors of the Bridgeport Public Utility District is
20 not designated within this Code, because it is classified as "other public officials who manage public
21 investments" pursuant to *Government Code* section 87200 and 2 Cal. Code Regs. section 18700.3,
22 subd. (b). Individuals occupying this position (and candidates for it) must file disclosure statements
23 pursuant to *Government Code* section 87200, *et seq.* **Members of the Board of Directors of the**
24 **Bridgeport Public Utility District should file original disclosure statements with the District's**
25 **Filing Officer, who shall make and retain a copy and forward the original to the Clerk of the**
26 **Mono County Board of Supervisors. (See Gov. Code § 87500, subd. (k).)**

27 JOB TITLE DEFINITIONS

28 "Legal Counsel" means the Mono County Counsel and/or any of his or her assistants or
deputies who renders legal advice or serves as legal counsel to the Bridgeport Public Utility District;
and/or such other legal counsel as the Bridgeport Public Utility District may choose to utilize.

"Consultant" means any individual or entity meeting the definition of consultant promulgated
in the regulations of the Fair Political Practices Commission.

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EXHIBIT
CONFLICT OF INTEREST CODE
OF THE BRIDGEPORT PUBLIC UTILITY DISTRICT
APPENDIX B
LIST OF DISCLOSURE CATEGORIES
DISCLOSURE CATEGORIES

1. All reportable investments, business positions, income and interests in real property.

2. Reportable investments in, business positions in, and income from entities providing supplies, services, or equipment of the type used by the designated employee's agency, board, commission or office.



R17-__

**A RESOLUTION OF THE MONO COUNTY
BOARD OF SUPERVISORS EXTENDING DEADLINE
FOR APPROVAL OF CONFLICT OF INTEREST CODES**

WHEREAS, on December 13, 2016, the Mono County Board of Supervisors established a ninety (90) day deadline for special districts to submit amended conflict of interest codes to the Mono County Board of Supervisors for approval;

WHEREAS, various special districts require additional time to complete the process of reviewing the adequacy of their conflict of interest codes, and, if necessary, adopting amended conflict of interest codes and submitting such amended codes to the Board of Supervisors for approval;

NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF MONO RESOLVES that:

The deadline for special districts to submit conflict of interest codes to the Board of Supervisors for approval, including, but not limited to, the following special districts: (1) Mammoth Unified School District, (2) Mono County Library, (3) Mono County Office of Education, (4) Mammoth Lakes Mosquito Abatement District, (5) Long Valley Fire Protection District, (6) Mammoth Lakes Fire Protection District, and (7) June Lake Fire Protection District, is hereby extended to June 20, 2017.

PASSED, APPROVED and ADOPTED this 14th day of March, 2017, by the following vote, to wit:

AYES:
NOES:
ABSENT:
ABSTAIN:

Stacy Corless, Chair
Mono County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

Clerk of the Board

County Counsel

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RESOLUTION R17-01

**A RESOLUTION OF THE MONO COUNTY
LOCAL TRANSPORTATION COMMISSION
AMENDING THE COMMISSION'S CONFLICT-OF-INTEREST CODE**

WHEREAS, the Mono County Local Transportation Commission finds that revisions to its conflict-of-interest code are necessary; and

WHEREAS, the Commission further finds that the most expedient way to accomplish the necessary revisions is to adopt a new conflict-of-interest code; and

WHEREAS, the Commission has reviewed the proposed amended conflict-of-interest code appearing in the Exhibit to this Resolution, including the Appendices thereto.

NOW, THEREFORE, BE IT RESOLVED by the Mono County Local Transportation Commission that said Commission's Conflict-of-Interest Code is hereby amended in its entirety to read as set forth in the Exhibit attached hereto and incorporated herein by this reference, subject to approval by the Mono County Board of Supervisors.

APPROVED AND ADOPTED this 13th day of February 2017, by the following vote:

AYES: Sandy Hogan, Larry Johnston, John Peters, Shields Richardson, Fred Stump, John Wentworth
NOES
ABSTAIN
ABSENT



John Peters, Chair
Local Transportation Commission

Attest:

Approved as to form:



CD Ritter, LTC secretary



Christy Milovich, LTC Legal Counsel

1 EXHIBIT

2 CONFLICT OF INTEREST CODE
3 OF THE MONO COUNTY
4 LOCAL TRANSPORTATION COMMISSION

5 SECTION 1: Conflict-of-Interest Code – Adopted

6 The Political Reform Act of 1974, *Government Code* sections 81000 *et seq.* (as amended),
7 requires state and local government agencies to adopt and promulgate conflict-of-interest codes. The
8 Fair Political Practices Commission has adopted a regulation, 2 Cal. Code Regs. section 18730, that
9 contains the terms of a standard conflict-of-interest code. This standard code can be adopted by
reference, and may be amended by the Fair Political Practices Commission after public notice and
hearings to conform to amendments of the Political Reform Act.

10 The terms of 2 Cal. Code Regs. section 18730 and any amendments to it duly adopted by the
11 Fair Political Practices Commission are hereby incorporated by reference and, along with the attached
12 Appendix A in which officials and/or employees are designated and Appendix B in which disclosure
13 categories are set forth, constitute the conflict-of-interest code of the Mono County Local
Transportation Commission, which is considered the “agency” within the purview of this code. The
conflict-of-interest code of the Mono County Local Transportation Commission so adopted supersedes
any conflict-of-interest code of the Commission previously in effect.

14 SECTION 2: Statements of Economic Interest: Filing Officer

15 Designated employees and/or personnel shall file Statements of Economic Interest with the
16 Secretary of the Mono County Local Transportation Commission, who shall be and perform the duties
of the Filing Officer for the Commission.

1 EXHIBIT
2 CONFLICT OF INTEREST CODE
3 OF THE MONO COUNTY
4 LOCAL TRANSPORTATION COMMISSION

5 APPENDIX A

6 LIST OF DESIGNATED EMPLOYEES / PERSONNEL

7 <u>JOB TITLE</u>	8 <u>DISCLOSURE CATEGORY</u>
9 Staff Advisor	1
10 Legal Counsel	1
11 Consultant	1*

12 *Commission Legal Counsel may determine in writing that a particular consultant, although a
13 "designated employee", is hired to perform a range of duties that are limited in scope and thus is not
14 required fully to comply with disclosure requirements described in this Exhibit. Such written
15 determination shall include a description of the consultant's duties and, based upon that description, a
16 statement of the extent of disclosure requirements. Commission Legal Counsel's determination is a
17 public record and shall be retained for public inspection in the same manner and location as this
18 conflict-of-interest code.

19 **NOTE:** The position of Commissioner is not designated within this Code, because Commissioners are
20 classified as "other public officials who manage public investments" pursuant to *Government Code*
21 section 87200 and 2 Cal. Code Regs. section 18700.3, subd. (b). Individuals occupying this position
22 (and candidates for it) must file disclosure statements pursuant to *Government Code* section 87200, *et*
23 *seq.* **Commissioners should file original disclosure statements with the Commission Filing**
24 **Officer, who shall make and retain a copy and forward the original to the Mono County Clerk of**
25 **the Board of Supervisors. (See Gov. Code § 87500, subd. (k).)**

26 JOB TITLE DEFINITIONS

27 "Commissioner" means a member of the Mono County Local Transportation Commission.

28 "Staff Advisor" means any employee of Mono County, the Town of Mammoth Lakes, or other
governmental agency, who acts as staff to the Commission and who has any authority to obligate or to
commit the Commission to any course of action; to negotiate, authorize or enter into any contract; to
negotiate, make, or participate in the making of any decisions on behalf of the Commission; or to
advise or make recommendations to the Commission in a capacity that requires an exercise of
judgment.

"Legal Counsel" means the Mono County Counsel and/or any of his or her assistants or
deputies who renders legal advice or serves as legal counsel to the Commission; and/or such other
legal counsel as the Commission may choose to utilize.

"Consultant" means any individual or entity meeting the definition of consultant promulgated
in the regulations of the Fair Political Practices Commission.

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EXHIBIT
CONFLICT OF INTEREST CODE
OF THE MONO COUNTY
LOCAL TRANSPORTATION COMMISSION

APPENDIX B

LIST OF DISCLOSURE CATEGORIES

DISCLOSURE CATEGORIES

- 1. All reportable investments, business positions, income and interests in real property.

**Waiver of Actual and/or Potential Conflict of Interest
(Cal. R. Prof. Conduct, Rule 3-310)**

The members of the Mono County Local Transportation Commission (“Commission”) have read the December 12, 2016 staff report written by Stephen M. Kerins, Deputy County Counsel for the County of Mono, regarding the potential for conflicts of interest in the Office of the County Counsel’s representation of both the Commission and the Mono County Board of Supervisors (“Board”) in connection with the biennial conflict-of-interest code review under the Political Reform Act. The Commission understands the contents of that staff report.

The undersigned has been duly authorized by the Commission to sign this waiver. By that signature on this waiver, and mindful of the issues raised in the above-referenced December 12 staff report, the Commission fully and freely waives any potential conflict of interest in allowing the Office of the Mono County Counsel to represent the Commission in addition to the Board in connection with the biennial conflict-of-interest code review process under the Political Reform Act. Such representation may include providing any desired assistance to the Commission in preparing and finalizing any amendment to its conflict-of-interest code for the Board’s review.

The signature below constitutes the Board’s “informed written consent” within the meaning of California Rules of Professional Conduct, Rule 3-310.

A handwritten signature in cursive script, appearing to read "Shields Richardson", written in black ink on a white background.

Shields Richardson
Chair, Mono County Local Transportation
Commission

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RESOLUTION NO. R17- 1

**RESOLUTION OF BIRCHIM COMMUNITY SERVICES DISTRICT
AMENDING THE DISTRICT'S CONFLICT-OF-INTEREST CODE**

WHEREAS, the Birchim Community Services District ("the District") finds that revisions to its conflict-of-interest code are necessary; and


WHEREAS, the District further finds that the most expedient way to accomplish the necessary revisions is to adopt a new conflict-of-interest code; and

WHEREAS, the District has reviewed the proposed amended conflict-of-interest code appearing in the Exhibit to this Resolution, including the Appendices thereto.

NOW, THEREFORE, BE IT RESOLVED by the District that said District's Conflict-of-Interest Code is hereby amended in its entirety to read as set forth in the Exhibit attached hereto and incorporated herein by this reference, subject to approval by the Mono County Board of Supervisors.

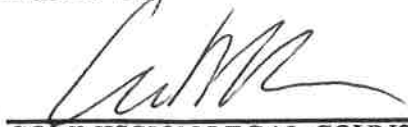
APPROVED AND ADOPTED this 28 day of February 2017, by the following vote:

AYES : Steve Toups Tricia Corto Joan Stern
NOES : 0
ABSTAIN : 0
ABSENT : Robin Davis



**Steve Toups
President, Board of Directors
Birchim Community Services District**

APPROVED AS TO FORM:



ATTEST 
DISTRICT SECRETARY

COMMISSION LEGAL COUNSEL

1 EXHIBIT

2 CONFLICT OF INTEREST CODE
3 OF THE BIRCHIM COMMUNITY SERVICES DISTRICT

4 SECTION 1: Conflict-of-Interest Code – Adopted

5 The Political Reform Act of 1974, *Government Code* sections 81000 *et seq.* (as amended),
6 requires state and local government agencies to adopt and promulgate conflict-of-interest codes. The
7 Fair Political Practices Commission has adopted a regulation, 2 Cal. Code Regs. section 18730, that
8 contains the terms of a standard conflict-of-interest code. This standard code can be adopted by
reference, and may be amended by the Fair Political Practices Commission after public notice and
hearings to conform to amendments of the Political Reform Act.

9 The terms of 2 Cal. Code Regs. section 18730 and any amendments to it duly adopted by the
10 Fair Political Practices Commission are hereby incorporated by reference and, along with the attached
Appendix A in which officials and/or employees are designated and Appendix B in which disclosure
11 categories are set forth, constitute the conflict-of-interest code of the Birchim Community Services
District, which is considered the “agency” within the purview of this code. The conflict-of-interest
12 code of the Birchim Community Services District so adopted supersedes any conflict-of-interest code
of the District previously in effect.

13 SECTION 2: Statements of Economic Interest: Filing Officer

14 Designated employees and/or personnel shall file Statements of Economic Interest with the
15 Secretary of the Birchim Community Services District, who shall be and perform the duties of the
Filing Officer for the District.

1 EXHIBIT
2 CONFLICT OF INTEREST CODE
3 OF THE BIRCHIM COMMUNITY SERVICES DISTRICT

4 APPENDIX A

5 LIST OF DESIGNATED EMPLOYEES / PERSONNEL

6 <u>JOB TITLE</u>	7 <u>DISCLOSURE CATEGORY</u>
8 District Manager	1
9 Secretary	1
10 Legal Counsel	1
11 Consultant	1*

12 *District Legal Counsel may determine in writing that a particular consultant, although a "designated
13 employee," is hired to perform a range of duties that are limited in scope and thus is not required fully
14 to comply with disclosure requirements described in this Exhibit. Such written determination shall
15 include a description of the consultant's duties and, based upon that description, a statement of the
16 extent of disclosure requirements. District's Legal Counsel's determination is a public record and shall
17 be retained for public inspection in the same manner and location as this conflict-of-interest code.

18 **NOTE:** The position of Member of the Board of Directors is not designated within this Code because
19 Members of the Board of Directors are classified as "other public officials who manage public
20 investments" pursuant to *Government Code* section 87200 and 2 Cal. Code Regs. section 18700.3,
21 subd. (b). Individuals occupying this position (and candidates for it) must file disclosure statements
22 pursuant to *Government Code* section 87200, *et seq.* **Members of the Board of Directors should file
23 original disclosure statements with the District's Filing Officer, who shall make and retain a
24 copy and forward the original to the Mono County Clerk of the Board of Supervisors. (See Gov.
25 Code § 87500, subd. (k).)**

26 JOB TITLE DEFINITIONS

27 "Legal Counsel" means the Mono County Counsel and/or any of his or her assistants or
28 deputies who renders legal advice or serves as legal counsel to the District and/or such other
legal counsel as the District may choose to utilize.

"Consultant" means any individual or entity meeting the definition of consultant promulgated
in the regulations of the Fair Political Practices Commission.

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EXHIBIT
CONFLICT OF INTEREST CODE
OF THE BIRCHIM COMMUNITY SERVICES DISTRICT
APPENDIX B
LIST OF DISCLOSURE CATEGORIES

DISCLOSURE CATEGORIES

1. All reportable investments, business positions, income and interests in real property.



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE March 14, 2017

Departments: Assessor

TIME REQUIRED 10 minutes (5 minute presentation; 5 minute discussion) **PERSONS APPEARING BEFORE THE BOARD** Barry Beck

SUBJECT Cadastral Mapper/Transfer Analyst Allocation

AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

Proposed resolution #17-____, A Resolution of the Mono County Board of Supervisors authorizing the County Administrative Officer to amend the County of Mono list of allocated positions to include a Cadastral Mapper/Transfer Analyst in the Mono County Assessor's Office. The Assessor's Office agrees to leave an allocated Auditor-Appraiser position unfilled until the next fiscal year. Salary ranges as follows: Auditor-Appraiser II (\$5,130 - \$6,641 per month) and Cadastral Mapper/Transfer Analyst (\$4,108 - \$5,318 per month).

RECOMMENDED ACTION:

Adopt proposed resolution #R17-___, Authorizing the County Administrative Officer to Amend the Count of Mono List of Allocated Positions to Add One Cadastral Mapper/Transfer Analyst in the Department of Assessor. Provide any desired direction to staff.

FISCAL IMPACT:

An annual salary increase to the General Fund of \$95,162 (The Assessor's Office agreed to deduct the salary savings for the unfilled Auditor-Appraiser for the first 6 months of the current fiscal year, so the salary savings for this fiscal year will be \$4,310 with 3 months remaining). For the duration that the Auditor-Appraiser position is vacant, the annual impact to the General Fund will be a savings of \$17,420.

CONTACT NAME: Barry Beck

PHONE/EMAIL: 760-932-5522 / bbeck@mono.ca.gov

SUBMIT THE ORIGINAL DOCUMENT WITH
ATTACHMENTS TO THE OFFICE OF
THE COUNTY ADMINISTRATOR
PRIOR TO 5:00 P.M. ON THE FRIDAY
32 DAYS PRECEDING THE BOARD MEETING

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff Report
Resolution
Organizational Chart

History

Time	Who	Approval
3/9/2017 12:02 PM	County Administrative Office	Yes
3/7/2017 10:30 AM	County Counsel	Yes
3/8/2017 1:36 PM	Finance	Yes



**Office of the Assessor
COUNTY OF MONO**

P.O. BOX 456, BRIDGEPORT, CALIFORNIA 93517

Barry Beck, Assessor

(760) 932-5510 FAX (760) 932-5511

March 14, 2017

To: Honorable Board of Supervisors

From: Barry Beck, Mono County Assessor

Re: Assessor's Office Staff Allocation

Recommended Action: Approve the resolution for the allocation of a **Cadastral Mapper/Transfer Analyst**

Fiscal Impact: An annual salary increase to the General Fund of \$95,162 (The Assessor's Office agreed to deduct the salary savings for the unfilled Auditor-Appraiser for the first 6 months of the current fiscal year, so the salary savings for this fiscal year will be \$4,310 with 3 months remaining). For the duration that the Auditor-Appraiser position is vacant, the annual impact to the General Fund will be a savings of \$17,420.

Discussion:

The Assessor's Office has a significant backlog of uncompleted Assessor's parcel maps. At present, there are approximately 840 maps that are unfinished, and of those, over 50 are high priority, with the implication that property owners, County departments, and other entities are waiting for map completion.

Currently all mapping work is completed by the IT Department using a GIS Analyst. Historically, the Assessor's Office staff have produced all the required maps, as is the case in nearly every other California county. The new allocation is for a position that was formerly in existence in the Assessor's Office, and was vacated in October of 2011 when the staff member retired.

The IT Department and the Assessor's Office discussed the backlog and came to a mutually agreeable solution to progress in eliminating the mapping backlog. The primary benefit is to improve the delivery of services provided to the public. Ancillary benefits will include compliance with the Revenue & Taxation Code, provisions for providing up-to-date and accurate Assessor's parcel maps to County departments and other users, and improving the overall accuracy of the parcel layer in the GIS/Parcel Viewer.

The Assessor's Office hopes to fill two needs with this new allocation: alleviate our backlog of mapping jobs, which is estimated to take 2-3 years, and plan for retirement succession of the Transfer Analyst. The Transfer Analyst workload is not sufficient for full-time employment, so it has always been an amalgamated position, combining the Transfer Analyst duties with other necessary tasks. Currently the Transfer Analyst is also the exemption specialist and a real property appraiser, and as was mentioned earlier, the requested mixed position has been used in the Assessor's Office in the past. At the time the mapping backlog is eliminated, the transition to the additional duties could ensue.

The current Transfer Analyst has announced an intent to retire in the not-too-distant future, so it is imperative that the office begin the transition/training so that the office functions can continue uninterrupted and at a high

level. This will also support an office goal of cross-training so that the loss of any individual staff member will not paralyze the office functions, which is a concern with a small staff and little skill redundancy.

The Assessor’s Office, with the assistance of the Human Resources (HR) Department, had recruited for the unfilled Auditor-Appraiser position, but we were ultimately unsuccessful in attracting qualified candidates. In light of the lack of success in attracting qualified applicants at this time, the Assessor’s Office has agreed to temporarily shelve the recruitment, and try again in a few months. Inyo County has been recruiting for an Auditor-Appraiser as well, and they have not yet been successful either. In the interim, HR will attempt to recruit qualified candidates for the Cadastral Mapper/Transfer Analyst position.

This configuration would improve the chances that the Assessor’s Office could complete all assessment work in a timely manner, including the on-time closure of the annual assessment roll, which is the basis for the majority of Mono County’s general fund. As of March 14th, our staffing level was at 7; the approval of this request will move the staffing level to 8 (compared to 14 in 2006) if we can successfully recruit a Cadastral Mapper/Transfer Analyst. The overall net effect on the Assessor’s Office budget would be a decrease for staffing of \$17,240 annually (this budget year; the impact on next year’s budget would be an increase of \$95,162.12 including wages and benefits). This will negatively affect the Assessor’s budget for the next fiscal year, but will provide a positive impact for the consumers of the parcel maps, will support the assessment roll turnover process, and improve the satisfaction level of the public and various departments that use the parcel maps as a resource and depend upon their accuracy. See chart below for detailed staffing budget information.

Assessor Department - Current Staffing			
Positions Current	Salary & Wages	Benefits	Total Annualized
All positions as allocated today	\$575,880.00	\$368,575.04	\$944,455.04

Assessor Department - Proposed Positions			
Proposed Positions	Salary & Wages	Benefits	Total Annualized
Assessor	\$110,160.00	\$65,945.00	\$176,105.00
Assistant Assessor	\$99,504.00	\$67,861.00	\$167,365.00
Appraiser III	\$83,316.00	\$53,061.00	\$136,377.00
Appraiser II	\$58,308.00	\$21,213.00	\$79,521.00
Auditor-Appraiser II	\$62,796.00	\$49,606.02	\$112,402.02
Administrative Assistant	\$68,424.00	\$47,275.00	\$115,699.00
Appraisers Aide	\$54,084.00	\$23,032.00	\$77,116.00
Cadastral Mapper/Transfer Analyst	\$50,280.00	\$44,882.12	\$95,162.12
FTS II	\$39,288.00	\$40,582.02	\$79,870.02
Total - New Staffing			\$1,039,617.16
Salary Savings (current budget year, 3 months)			\$4,310.00

Sincerely,

Barry Beck

Barry Beck





RESOLUTION NO. R17-

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS
AUTHORIZING THE COUNTY ADMINISTRATIVE OFFICER TO AMEND THE COUNTY
OF MONO LIST OF ALLOCATED POSITIONS TO ADD ONE
CADASTRAL MAPPER/TRANSFER ANALYST
IN THE DEPARTMENT OF ASSESSOR**

WHEREAS, the County of Mono maintains a list, of County job classifications, the pay ranges or rates for those job classifications, and the number of positions allocated by the Board of Supervisors for each of those job classifications on its List of Allocated Positions (or "Allocation List"); and

WHEREAS, the Allocation List identifies approved vacancies for recruitment and selection by Human Resources and implements collective bargaining agreements related to job classifications and pay rates; and

WHEREAS, the County seeks to provide public services in the most efficient and economical manner possible, which at times requires the modification of job classifications on the Allocation List; and

WHEREAS, it is currently necessary to amend the Allocation List as part of maintaining proper accountability for hiring employees to perform public services;

NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF MONO RESOLVES as follows:

The County Administrative Officer shall be authorized to amend the County of Mono List of Allocated Positions to reflect the following changes:

Increase the allocation of a full-time permanent Cadastral Mapper/Transfer Analyst in the Department of the Assessor by 1 (new total of 1) (salary range of \$4,108- \$5,318).

PASSED AND ADOPTED this 14th day of March 2017, by the following

Vote:

AYES :
NOES :
ABSTAIN :
ABSENT :

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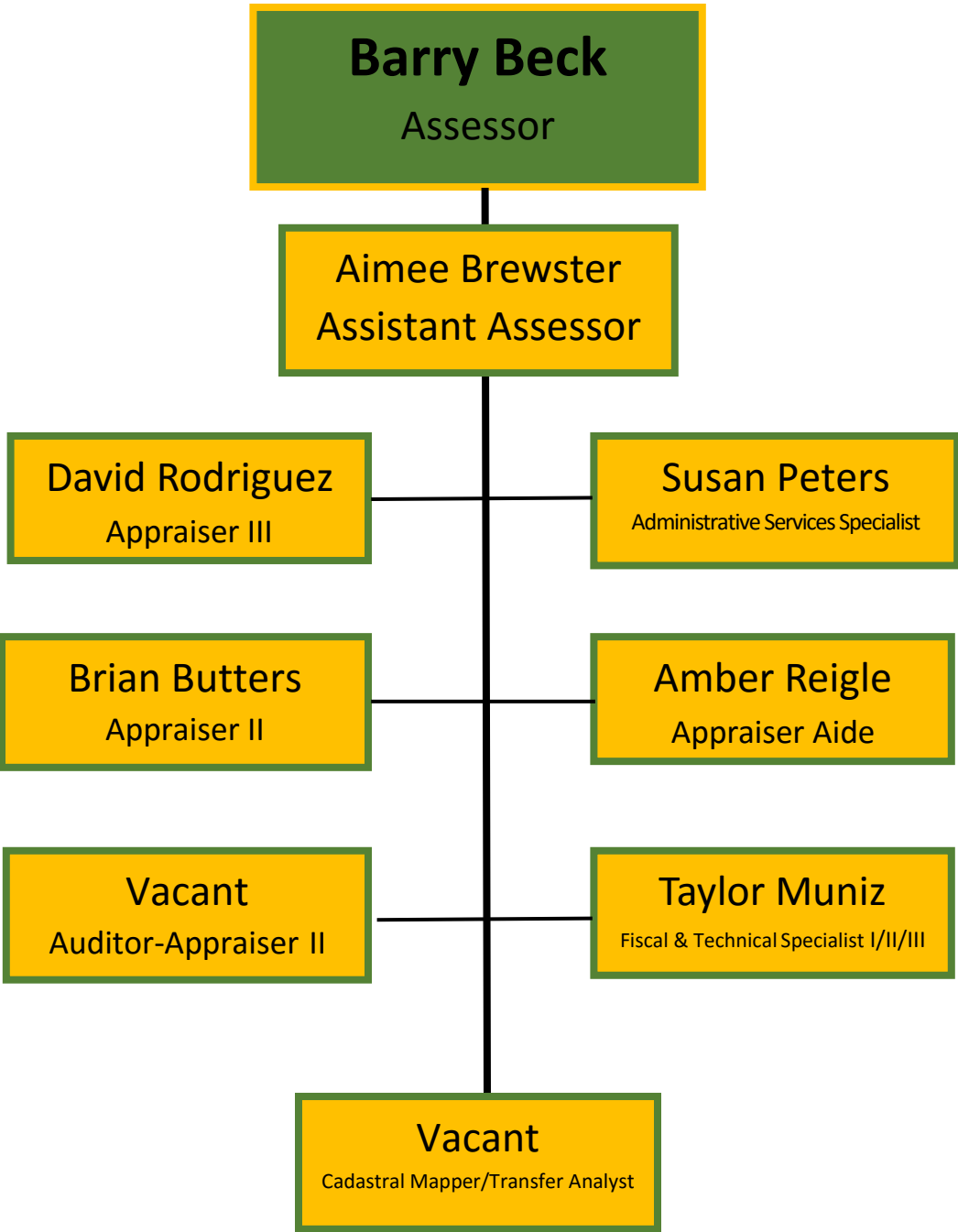
ATTEST: _____
Clerk of the Board

Stacy Corless, Chair
Board of Supervisors

APPROVED AS TO FORM:

COUNTY COUNSEL

Assessor's Office Proposed Organization





OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE March 14, 2017

Departments: Community Development

TIME REQUIRED 1 hour (10 minute presentation; 50 minute discussion)

PERSONS APPEARING BEFORE THE BOARD

Nick Criss; Wendy Sugimura

SUBJECT General Plan Amendment

AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

Proposed resolution 17-___ approving an addendum to the 2015 EIR and approving General Plan Amendment 17-01 Part B, revisions to Chapter 25 pertaining to transient rental overlay districts. The 2015 General Plan Final Environmental Impact Report is too large to attach and can be accessed at the following link:

http://monocounty.ca.gov/planning/page/general-plan-eir?_ga=1.259231305.29659018.1488572671

RECOMMENDED ACTION:

General Plan Amendment 16-00020(b): Revise General Plan Land Use Element Chapter 25 pertaining to transient rentals. Highlights of the recommended changes include: establish a process to permit transient rentals in residential areas if specific proposals are compatible with applicable area plans, extend noticing requirements for public hearings to 30 days, define Type I rentals as owner-occupied properties and set Use Permit Process for approval, define Type II rentals as vacant properties with off-site management and set a General Plan Amendment process for approval, required Vacation Home Rental Permits (Ch. 26) for both Type I and Type II rentals, eliminate solicitation of multi-parcel applications or setup of districts, focus on standard for approval as lack of reasonable opposition by neighbors directly affected rather than neighborhood support, and clarify "neighbor." Adopt proposed resolution. Provide any desired direction to staff.

FISCAL IMPACT:

None.

CONTACT NAME: Nick Criss

PHONE/EMAIL: 760-924-1826 / ncriss@mono.ca.gov

SUBMIT THE ORIGINAL DOCUMENT WITH ATTACHMENTS TO THE OFFICE OF THE COUNTY ADMINISTRATOR
PRIOR TO 5:00 P.M. ON THE FRIDAY
32 DAYS PRECEDING THE BOARD MEETING

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff Report
Resolution
Exhibit A to Resolution - Chapter 25 with all proposed changed
Chapter 25 - REDLINED Version
Addendum to the 2015 Final EIR, Part B
Chapter 26 - Informational Only

History

Time	Who	Approval
3/9/2017 3:03 PM	County Administrative Office	Yes
3/9/2017 2:46 PM	County Counsel	Yes
3/9/2017 2:53 PM	Finance	Yes

Mono County Community Development Department

PO Box 347
Mammoth Lakes, CA 93546
760.924.1800, fax 924.1801
commdev@mono.ca.gov

PO Box 8
Bridgeport, CA 93517
760.932.5420, fax 932.5431
www.monocounty.ca.gov

March 14, 2017

To: Board of Supervisors

From: Nick Criss, Code Compliance Officer
Wendy Sugimura, CDD Senior Analyst

Subject: Supplemental Staff Report for General Plan Amendment 17-01, Part B: General Plan Land Use Element Chapter 25 Transient Rentals

RECOMMENDED ACTION

1. Continue deliberation of General Plan Amendment 17-01, Part B: rental housing.
2. Following Board discussion, adopt Resolution R17-__ (Attachment 1) to certify the addendum (Part B) to the 2015 General Plan Final Environmental Impact Report and adopt Part B: transient rental overlay district changes, with any modifications.

FISCAL IMPACT

Other than an undefined potential increase in Transient Occupancy Tax (TOT) revenue, no impact to General Fund.

BACKGROUND

At the March 7 meeting, the Board considered General Plan Amendment (GPA) 17-01, which contained parts A and B. The Board conducted the public hearing, and then deliberated and approved part A and the associated addendum.

For Part B regarding Chapter 25 and transient rentals, the Board opened the public hearing, received testimony, and closed the public hearing. After an incomplete Board discussion which did not include staff response due to time considerations, the Board decided to continue the matter to the March 14 meeting for further discussion and deliberations. This supplemental staff report is provided to address some of the concerns that were raised during the initial discussion, and clarify potential options. For previous documents and staff report, please refer to the Board agenda packet for the March 7 meeting (available at <http://www.monocounty.ca.gov/bos/event/board-supervisors-153>).

The recommended action remains the same, except that it no longer includes General Plan Amendment part A which was adopted on March 7, and provides for modifications to Chapter 25 as approved by the Board.

DISCUSSION

Several issues were raised in the discussion to this point, and the following provides information in response.

- NOTICING:

Concern was raised regarding the noticing of the public hearing for this general plan amendment, and its adequacy.

For a general plan amendment, Government Code (GC) §65355 requires a public notice pursuant to GC §65090. This code section requires a notice to be published in at least one newspaper of general circulation within the jurisdiction conducting the proceeding at least 10 days prior to the hearing. GC §6061 also applies, which requires publication one time, and GC §65094 applies, which requires the notice include the date, time, and place of a public hearing, the identity of the hearing body or officer, a general explanation of the matter to be considered, and a general description, in text or by diagram, of the location of the real property, if any, that is the subject of the hearing. Finally, GC §65091 requires 10-day noticing of the hearing to the owner of the subject real property under consideration and owners within 300 feet, and provides for placing a 1/8 page display ad in a newspaper of general circulation if the number of property owners exceeds 1,000.

General Plan Amendment 17-01 Part B is a set of regulations that applies to single family land uses, and specific properties are not under consideration at this time. Therefore, the requirement to notice property owners or place a 1/8 page ad does not apply. However, the past practice has been to notice all general plan amendments with a 1/8 page ad regardless. In this case, for the March 7, 2017 Board of Supervisors public hearing, 1/4 page ads were published on Feb. 9, 11, 16, and 18 in *The Mammoth Times* and *The Sheet*, well in advance of the 10-day requirement.

Prior to the Board of Supervisors public hearing, the Chapter 25 revisions were discussed in late 2016 at the Antelope Valley, Bridgeport, Long Valley and Mono Basin Regional Planning Advisory Committees (RPACs) and the June Lake Citizens Advisory Committee (CAC) for a total of seven meetings. The RPACs were advised that a general plan amendment for these revisions would be considered in the future by both the Planning Commission and Board of Supervisors.

The Planning Commission considered the proposed Chapter 25 revisions in a public hearing on December 15, 2016. This public hearing was noticed with 1/8 page ads on Nov. 23 and 26, 2016, in *The Mammoth Times* and *The Sheet*.

In accordance with state law requirements, a 90-day tribal consultation period was also provided.

Finally, in an attempt to be responsive to noticing concerns, a flyer for distribution and notice of the Board's continued deliberation was sent to the RPAC email list on March 9, 2017.

The noticing meets legal requirements, and significant attempts have been made to substantially exceed those requirements. If additional noticing is needed, staff would appreciate advanced direction from the Board and the resources to be successful. Provided the resources are available, staff is more than willing to be responsive and comply with directives.

- CEQA ADDENDUM:

Concern was raised that this general plan amendment allows for a new type of land use – transient rentals in single-family areas – and therefore an addendum is not the appropriate CEQA document.

The 2015 General Plan Update Environmental Impact Report is the basis for the addendum. As described in the addendum, Chapter 25 was existing and already provided an approval process to allow transient rentals, and therefore the 2015 CEQA analysis included and considered transient rentals in single family areas. The proposed revisions to Chapter 25 do not change these existing conditions nor result in any additional impacts beyond those described in the 2015 EIR, and therefore an addendum is appropriate. The supporting rationale for this conclusion is described in the addendum.

The key consideration is that the provision for transient rentals through Chapter 25 is not new. It is an existing chapter in the General Plan that currently provides for transient rentals.

- PRESENTATION OF SUP. JOHNSTON'S PROPOSAL / AREA PLAN UPDATES

At the October 4, 2016 Board meeting, direction was given to staff to “take [Supervisor Johnston’s] concept and integrate into Planning’s proposal, with clarifications today, focus on June Lake” (see the approved Board minutes of the Oct. 4, 2016, meeting). This directive was followed, and the current June Lake Area Plan update work program developed by the CAC subcommittee includes components from Supervisor Johnston’s proposal. The work plan is quite extensive, represents significant costs in terms of funding for outreach efforts and staff time, and has been well-received to date by the CAC subcommittee. Staff would be happy to walk the Supervisors through this program if desired; it was provided as an attachment to the March 7 staff report.

At the RPAC outreach meetings, communities were made aware that area plan revisions could refine how Chapter 25 is applied and where transient rentals could be located. The general response seemed to be appreciation that this tool is available, but no requests were made to immediately develop or revise area plan policies (other than June Lake). While it could be anticipated that some areas will choose to take advantage of the area plan tool in the future, at this time it cannot be determined where those areas may be given the lack of requests (other than June Lake).

- APPLICATION TO LAND USE DESIGNATIONS

A concern was raised that transient rentals should not be allowed in some of the land use designations specified in the proposed Chapter 25. The intent of the chapter is, and was from inception, to establish a process to permit rentals in single-family units. To clarify this issue, an

additional edit to the Chapter 25 text is proposed to specify that this chapter applies to single-family units only. The new language clearly excludes multi-family units from this process. See the green highlighted text in Attachment 2 for a “redline” version of this additional proposed change. A “clean” version of the revised Chapter 25 is also provided as Attachment 3.

It is also worth noting that approval under Chapter 25 is not the end of the process. Rentals in single-family units must also apply for a Vacation Home Rental Permit under Chapter 26 (see Attachment 4), and meet all the specified standards and requirements. The entire process from approval under Chapter 25 through permitting under Chapter 26 has significant costs for applicant, provides public input opportunities, and requires rigorous standards be met.

- ALTERNATIVES

The recommendation and proposed revisions are the result of over a year of discussion about options to address transient rentals in single-family areas, and based on direction from the Planning Commission and Board of Supervisors. However, other options do exist, and the following is an attempt to provide that menu and the ramifications of selecting one or more at this point in the process:

1. **Approve a new moratorium** on all transient rentals (or only on Type II Rentals (not owner occupied) throughout the County (or a specific planning area[s]): This action is agendized separately for Board consideration at today’s March 14 meeting. A moratorium, however, is a short-term solution. The Board should provide clear direction about a pathway to resolution.
2. **Approve a revised Chapter 25 allowing Type I rentals only and eliminating Type II rentals:** This alternative was proposed during the Planning Commission discussion, but was not forwarded as a recommendation. The Board could approve this modification at this meeting.
3. **Approve a revised Chapter 25 with additional modifications,** such as restrictions on the number of rental days, the number of rentals that may be approved in a given area, seasonal restrictions, or other conditions: Many of these alternatives were considered by the Planning Commission but were ultimately not forwarded as a recommendation. Depending on the exact modification, the Board could approve this action at this meeting. However, if the proposed modification substantially changes what the Planning Commission considered, the matter must return to the Commission for further review.
4. **Take no action** and allow the existing Chapter 25 to remain in force and effect: The Board could allow this option at this meeting.
5. **Repeal Chapter 25,** allowing the existing approvals to remain as grandfathered approvals if desired: This action would need to be considered in a future public hearing by the Board with the required noticing. Additional staff resources for enforcement are anticipated to be needed to ensure success of this alternative.
6. **Direct staff to initiate area plan updates** in all communities: Additional staff resources would be required in order to successfully implement multiple community updates.

7. **Other revisions and/or direction to staff:** Depending on the nature of the revision, it may or may not be adopted at this meeting, and may or may not need to be referred to the Planning Commission for further review.

Please contact Nick Criss at 760-924-1826 for questions regarding Chapter 25, and Wendy Sugimura at 760-924-1814 for questions about the addendum or June Lake Area Plan revision. This staff report has been reviewed and approved by Community Development Director.

ATTACHMENTS

1. BOS Resolution R17-___ for General Plan Amendment 17-01 Part B
2. Chapter 25, clean text including all proposed revisions
3. Chapter 25 redline text edits (showing additional edits since the Mar. 7 meeting highlighted in green)
4. Addendum to the Final EIR, Part B
5. Chapter 26 (**existing and not under revision, for information only**)



RESOLUTION R17-__

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS APPROVING AN
ADDENDUM TO THE 2015 GENERAL PLAN EIR AND APPROVING GENERAL PLAN
AMENDMENT 17-01 PART B, REVISIONS TO CHAPTER 25 PERTAINING
TO TRANSIENT RENTAL OVERLAY DISTRICTS**

WHEREAS, the Community Development Department conducted public outreach via the RPACs (Regional Planning Advisory Committees), the June Lake CAC (Citizens Advisory Committee), and others for the purpose of identifying potential changes to transient rental regulations and other issues within the Mono County General Plan in need of update or revision; and

WHEREAS, on November 17 and December 15, 2016, the Planning Commission held duly-noticed public hearings regarding the 2016 General Plan Updates (Part A) and related Changes to Chapter 25 on Transient Rentals (Part B) (hereinafter referred to as GPA 17-01, Part A and Part B), and approved Resolutions R16-01 & R16-02 recommending that the Board approve the General Plan Amendment; and

WHEREAS, in accordance with the requirements of the CEQA (California Environmental Quality Act), an addendum to the 2015 General Plan EIR (Environmental Impact Report) has been prepared and is recommended for approval by the Planning Commission; and

WHEREAS, having reviewed and considered all the information and evidence presented to it, including the recommendation of the Planning Commission, public testimony including public testimony heard on March 7th 2017 during the duly-noticed public hearing, written comments, the addenda to the Final EIR, and staff reports and presentations, the Board of Supervisors now wishes to make required findings, approving the addendum to the 2015 FEIR (Final Environmental Impact Report) and adopting General Plan Amendment 17-01, Part B, which is attached as an exhibit and incorporated by this reference.

NOW, THEREFORE, THE MONO COUNTY BOARD OF SUPERVISORS HEREBY FINDS AND RESOLVES AS FOLLOWS:

SECTION ONE: An addendum to the Final Environmental Impact Report is the appropriate level of environmental review of the proposed General Plan Amendment under CEQA. CEQA Guidelines Section 15164 (a) provides that “the lead agency or responsible agency shall prepare an addendum to a previously certified EIR if some changes or additions are necessary but none of the conditions described in Section 15162 calling for preparation of a subsequent EIR have occurred” and the Board of Supervisors finds that these General Plan changes do not trigger further analysis under CEQA Guidelines Section 15162 (as more fully described in the addendum); the addendum to the Final EIR has been prepared for the proposed General Plan Amendment in compliance with CEQA; and that this approval reflects the County’s independent judgment and analysis.

SECTION TWO: The Board hereby approves the addendum to the 2015 General Plan EIR.

1 **SECTION THREE:** The Board of Supervisors further finds that the General Plan Amendment,
2 including all text and map changes to the Land Use Element of the Mono County General Plan, pertaining
3 to Type I Rentals (owner occupied), which are attached hereto as Exhibit A and incorporated herein by
4 reference, is consistent with the General Plan and all applicable area plans, and hereby adopts the portions
5 of the GPA 17-01, Part B pertaining to Type I rentals.

6 **SECTION FOUR:** The Board of Supervisors further finds that the General Plan Amendment,
7 including all text and map changes to the Land Use Element of the Mono County General Plan, pertaining
8 to Type II Rentals (not owner occupied), which are attached hereto as Exhibit A and incorporated herein
9 by reference, is consistent with the General Plan and all applicable area plans, and hereby adopts the
10 portions of the GPA 17-01, Part B pertaining to Type II rentals.

11 **PASSED AND ADOPTED THIS 14TH DAY OF MARCH 2017, BY THE FOLLOWING VOTE:**

12 AYES:

13 NOES:

14 ABSENT:

15 ABSTAIN:

16 _____
17 Stacy Corless, Chair

18 Attest:

19 Approved as to form:

20 _____
21 Clerk of the Board

22 _____
23 County Counsel

(Clean version with proposed revisions)

DEVELOPMENT STANDARDS

CHAPTER 25 – SHORT-TERM RENTAL

Sections:

25.010	Intent.
25.020	Establishment of Type I Short-term Rental: Owner-Occupied.
25.030	Establishment of Type II Short-term Rental: Not Owner-Occupied.
25.040	Notice requirements.
25.050	Uses permitted.
25.060	Uses permitted subject to director review
25.070	Uses permitted subject to use permit
25.080	Additional requirements

25.010 Intent.

In recognition of the demand by visitors for diverse lodging options, this chapter is intended to establish a process to permit short-term rentals for single-family units that do not exhibit reasonable opposition by neighbors who may be directly affected, and when consistent with applicable Area Plan policies.¹

25.020 Establishment of Type I Short-Term Rental: Owner-Occupied

Type I short-term rentals are owner-occupied or associated with an owner-occupied principal residence. This rental includes an entire dwelling unit or, if only part of the unit, includes at a minimum a sleeping room (with shared full bathroom). Rental is limited to a single party of individuals, and the owner is required to be present during the rental. The short-term rental use may be permitted for any single-family unit having land use designation(s) of SFR, ER, RR, MFR-L or RMH subject to Use Permit, if consistent with applicable Area Plan policies.¹ Fees for appeal of Type I Use Permit decisions shall be waived.

25.030 Establishment of Type II Short-Term Rental: Not Owner-Occupied

Type II short-term rentals include rental of an entire dwelling unit that is not concurrently occupied by the owner or on the same parcel as a principal residence concurrently occupied by the owner. The short-term rental use may be established on any parcel (or group of parcels) with a single-family unit,, meeting the requirements of 25.060, and having land use designation(s) of SFR, ER, RR, MFR-L or RMH. The short-term rental must be consistent with applicable Area Plan policies,¹ must exhibit no reasonable opposition from neighbors within 500 ft. of the subject parcel, and must have adequate year-round access.

In addition to the requirements of this chapter, initiation and application for a Type II short-term rental shall be processed in the same manner as any land use redesignation (see Ch. 48, Amendments I. General Plan Map/Land Use Designation Amendments). The land use

¹ The June Lake Area Plan will be revised shortly after the adoption of this chapter to identify appropriate areas for short-term rentals. Until the Area Plan revision is complete, no short-term rental applications shall be processed for June Lake. After Area Plan revision, applications can be accepted and evaluated for consistency with June Lake Area Plan policies per 25.010, 25.020, and 25.030.

designation followed by the letters STR (e.g., SFR-STR) would indicate a Type II short-term rental is permitted.

25.040 Notice requirements.

- A. Notice shall be given to owners of surrounding properties and published in a newspaper of general circulation 30 days in advance of a public hearing.
- B. "Surrounding property," for the purposes of this planning permit, shall be defined as those properties that fall within a 500-foot radius drawn from the nearest limits of the parcel that is subject of the land use application. If a property is located more than 500 feet from the boundary of the parcel, but may be directly affected by any land use application on the subject parcel, then that property owner may also be noticed. Further, any property owners, regardless of their location or proximity to the parcel subject to a land use application, may receive notice as long as they submit their request in writing to the Planning Division more than 10 days in advance of the hearing. Such notice shall be given to those properties at least 20 days in advance of the hearing by mail to all persons whose names and addresses appear on the latest adopted tax roll of the County.

25.050 Uses permitted.

The following uses shall be permitted with a short-term rental approval, plus such other uses as the commission finds to be similar and not more obnoxious or detrimental to the public safety, health and welfare:

- A. All uses permitted in the underlying land use designation.
- B. Where the principal use of the subject parcel(s) is single-family or multi-family residential, the residence or any accessory dwelling unit on the parcel(s) may be rented on a short-term basis subject to the requirements of 25.070.

25.060 Uses permitted subject to director review.

All uses permitted subject to director review in the underlying land use designation with which the short-term rental is combined shall be permitted, subject to director review approval.

25.070 Uses permitted subject to use permit.

All uses permitted subject to use permit in the underlying land use designation with which the short-term rental is combined shall be permitted, subject to use permit approval.

25.080 Additional requirements.

Any person or entity that leases, rents, or otherwise makes available for compensation, a single-family or multi-family residence located within an approved short-term rental established by this chapter, for a period of less than thirty (30) days, must first obtain a vacation home rental permit and comply with all applicable requirements of that permit, as set forth in Chapter 26, Transient Rental Standards and Enforcement.

Parcels located within conditional development zones (avalanche) shall not be allowed short-term rentals during the avalanche season, November 1 through April 15.

DEVELOPMENT STANDARDS

CHAPTER 25 – ~~TRANSIENT~~ SHORT-TERM RENTALS

Sections:

25.010	Intent.
25.020	Establishment of Type I Vacation <u>Short-Term</u> Rental: Owner-Occupied.
25.030	Establishment of Type II Vacation <u>Short-Term</u> Rental: Not Owner-Occupied.
25.040	Notice requirements.
25.050	Uses permitted.
25.060	Uses permitted subject to director review
25.070	Uses permitted subject to use permit
25.080	Additional requirements

25.010 Intent.

In recognition of the demand by visitors for diverse lodging options, this chapter is intended to establish a process to permit short-term transient rentals within residential areas that do not exhibit reasonable opposition by neighbors who may be directly affected, and when consistent with applicable Area Plan policies.¹ ~~and that are consistent with the applicable Area Plan*.~~

25.020 Establishment of Type I ~~Vacation~~ Short-Term Rental: Owner-Occupied

Type I ~~short-term vacation~~ rentals are owner-occupied or associated with an owner-occupied principal residence. This rental includes ~~rental of~~ an entire dwelling unit or, if only part of the unit, includes at a minimum a sleeping room (with shared full bathroom). Rental is limited to a single party of individuals, and the owner is required to be present during the rental. The ~~transient~~short-term rental use may be permitted on any residential parcel ~~and~~ having land use designation(s) of SFR, ER, RR, MFR-L or RMH subject to uUse pPermit, if consistent with applicable Area Plan policies.¹ ~~if not prohibited by the applicable Area Plan.~~ Fees for appeal of Type I uUse pPermit decisions shall be waived.

25.030 Establishment of Type II ~~Short-Term Vacation~~ Short-Term Rental: Not Owner-Occupied

Type II ~~vacation~~short-term rentals include rental of an entire dwelling unit that is not concurrently occupied by the owner or on the same parcel as a principal residence concurrently occupied by the owner. The ~~short-term transient~~ rental use may be overlaid established on any residential parcel, or group of parcels, meeting the requirements of 25.060, and having land use designation(s) of SFR, ER, RR, MFR-L or RMH. ~~The short-term rental must be consistent with applicable Area Plan policies.~~¹ ~~if not prohibited by the applicable~~

¹ The June Lake Area Plan will be revised shortly after the adoption of this chapter to identify appropriate areas for short-term rentals. Until the Area Plan revision is complete, no short-term rental applications shall be processed for June Lake. After Area Plan revision, applications can be accepted and evaluated for consistency with June Lake Area Plan policies per 25.010, 25.020, and 25.030.* ~~The June Lake Area Plan is presently under revision to determine areas appropriate for single family neighborhood transient rentals. The June Lake Citizens Advisory Committee (JLCAC) recommends that no transient rental overlay applications be processed for June Lake until the Area Plan revision is concluded.~~

~~Area Plan~~, where ~~must exhibit~~ no reasonable opposition from neighbors within 500 ~~feet~~ of the subject parcel ~~can be demonstrated~~, and ~~that has~~ must have adequate year-round access.

In addition to the requirements of this chapter, initiation and application for a ~~transient Type II short-term~~ rental shall be processed in the same manner as any land use redesignation (see Ch. 48, Amendments I. General Plan Map/Land Use Designation Amendments). The land use designation followed by the letters STR (e.g., SFR-STR) would indicate a ~~transient~~Type II short-term rental is permitted.

25.040 Notice requirements.

- A. Notice shall be given to owners of surrounding properties and published ~~once~~ in a newspaper of general circulation 30 days in advance of a public hearing.
- B. "Surrounding property," for the purposes of this planning permit, shall be defined as those properties that fall within a 500-foot radius drawn from the nearest limits of the parcel that is subject of the land use application. If a property is located more than 500 feet from the boundary of the parcel, but may be directly affected by any land use application on the subject parcel, then that property owner may also be noticed. Further, any property owners, regardless of their location or proximity to the parcel subject to a land use application, may receive notice as long as they submit their request in writing to the Planning Division more than 10 days in advance of the hearing. Such notice shall be given to those properties at least 20 days in advance of the hearing by mail to all persons whose names and addresses appear on the latest adopted tax roll of the County.

25.050 Uses permitted.

The following uses shall be permitted with a ~~transient~~short-term rental approval, plus such other uses as the commission finds to be similar and not more obnoxious or detrimental to the public safety, health and welfare:

- A. All uses permitted in the underlying land use designation.
- B. Where the principal use of the subject parcel(s) is single-family or multi-family residential, the residence or any accessory dwelling unit on the parcel(s), may be rented on a ~~transient~~short-term basis subject to the requirements of 25.070.

25.060 Uses permitted subject to director review.

All uses permitted subject to director review in the underlying land use designation with which the ~~transient~~short-term rental ~~overlay district~~ is combined shall be permitted, subject to director review approval.

25.070 Uses permitted subject to use permit.

All uses permitted subject to use permit in the underlying land use designation with which the ~~transient~~short-term rental ~~overlay district~~ is combined shall be permitted, subject to ~~securing a~~ use permit approval.

25.080 Additional requirements.

Any person or entity that leases, rents, or otherwise makes available for compensation, a single-family or multi-family residence located within an approved ~~transient~~short-term rental established by this chapter, for a period of less than ~~thirty~~ (30) days, must first obtain a

vacation home rental permit and comply with all applicable requirements of that permit, as set forth in Chapter 26, Transient Rental Standards and Enforcement.

Parcels located within conditional development zones (avalanche) shall not be allowed ~~transient~~short-term rentals during the avalanche season, November 1 through April 15.

**Mono County General Plan Land Use Amendment
GENERAL PLAN EIR ADDENDUM#16-02 Part B
December 15, 2016**

INTRODUCTION AND DISCUSSION OF PROPOSED MODIFICATIONS

Mono County is proposing to amend the Mono County General Plan Land Use Element, Chapter 25, concerning transient rentals in single-family residential areas. The changes include establishing a process to permit transient rentals in residential areas if specific proposals are compatible with applicable area plans, extending noticing requirements for public hearings to 30 days, defining Type I rentals as owner-occupied properties and setting Use Permit Process for approval, defining Type II rentals as vacant properties with off-site management and setting a General Plan Amendment process for approval, requiring Vacation Home Rental Permits (Ch. 26) for both Type I and Type II rentals, eliminating solicitation of multi-parcel applications or setup of districts, focusing on standard for approval as lack of reasonable opposition by neighbors directly affected rather than neighborhood support, and clarifying the term "neighbor."

The process to permit transient or nightly rentals in single-family residential areas continues to require two separate actions by the county: 1) an application to the county for a Use Permit for Type I rentals or a General Plan Amendment for Type II rentals, and 2) compliance with a vacation home rental permit as set forth in Chapter 26, Transient Rental Standards and Enforcement. Approval of these actions would allow the rental of single-family home(s) on a transient or nightly basis, in accordance with the terms of the approvals.

ENVIRONMENTAL REVIEW AND CEQA PROVISIONS FOR PREPARATION OF AN ADDENDUM TO A FINAL EIR

In 2015, Mono County certified an Environmental Impact Report (EIR) for the Regional Transportation Plan/General Plan Update (SCH #2014061029). The General Plan EIR analyzed the impacts of designating areas of the County as SFR, ER, RR, or RMH based on a "practical buildout" scenario that is based on a simplified analysis of selected known constraints (hazards, infrastructure and agricultural preservation), and concluded "no impact" on induced population growth in an area, either directly or indirectly (EIR §4.12(a)). As discussed below, an addendum to the General Plan EIR is the appropriate level of environmental review for the proposed amendments, because none of the conditions set forth in CEQA Guidelines section 15162 exist.

The California Environmental Quality Act (CEQA §15164[a]) states:

"(a) The lead agency or a responsible agency shall prepare an addendum to a previously certified EIR if some changes or additions are necessary but none of the conditions described in Section 15162 calling for preparation of a subsequent EIR have occurred."

In turn, §15162 states that preparation of a subsequent EIR is required where one or more of the following occurs:

"(a) When an EIR has been certified or a negative declaration adopted for a project, no subsequent EIR shall be prepared for that project unless the lead agency determines, on the basis of substantial evidence in the light of the whole record, one or more of the following:

(1) Substantial changes are proposed in the project which will require major revisions of the previous EIR or negative declaration due to the involvement of new significant

environmental effects or a substantial increase in the severity of previously identified significant effects;

(2) Substantial changes occur with respect to the circumstances under which the project is undertaken which will require major revisions of the previous EIR or negative declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; or

(3) New information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the previous EIR was certified as complete shows any of the following:

(A) the project will have one or more significant effects not discussed in the previous EIR or negative declaration;

(B) significant effects previously examined will be substantially more severe than shown in the previous EIR;

(C) mitigation measures or alternatives previously found not to be feasible would in fact be feasible, and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure or alternative; or

(D) mitigation measures or alternatives which are considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measure or alternative."

DISCUSSION OF IMPACTS

The current General Plan contains an existing policy allowing for transient rentals in certain existing single family areas (Chapter 25), and provides for the regulation of these properties through Chapter 26, Transient Rental Standards & Enforcement. Chapter 26 remains the same and is not being modified. The proposed Chapter 25 language amendments (Chapter 25 Amendments) do not require major revisions to the General Plan EIR because they do not involve new significant environmental effects or a substantial increase in the severity of previously identified significant effects; there are no substantial changes with respect to the circumstances under which the project is undertaken; and there is no new information of substantial importance, which was not known and could not have been known with the exercise of due diligence at the time the previous EIR was certified as complete which shows any of the following listed above under headings (3) (A) through (3) (D), for the following reasons:

1. The Chapter 25 Amendments will not have a significant effect on the environment nor increase the severity of previously identified significant effects. Transient rentals are currently allowed in the existing 2015 General Plan through Chapter 25, and the 2015 RTP/GPU EIR concluded "no impact" for substantial induced population growth in an area, either directly or indirectly (see EIR §4.12(a)). The Chapter 25 Amendments potentially reduce the intensity of existing policy by eliminating the solicitation of districts and allowing for an owner-occupied rental type (Type I), which are anticipated to accommodate smaller parties as only accessory dwelling units or a limited portion of an existing and occupied single-family residence are available for rent. The other changes are related to the process, such as 30-day noticing and the standard for approval, and do not have environmental impacts.
2. The Chapter 25 Amendments do not change the underlying property use. Single-family homes that are now used seasonally or periodically by the owner, or are rented on a long-term basis, will still be used as single-family homes and in a manner that is not substantially different from how they would be used if they were occupied by full time

residents or long-term renters. In addition, transient rentals will continue to be subject to compliance with regulations governing the management of these units stipulated in Chapter 26. These existing regulations remain the same as the currently adopted 2015 RTP/GPU (Chapter 26) and as analyzed in the EIR, and address aesthetics, noise, parking, utilities, or other similar issues. Accordingly, the impacts of the proposed project would not be increased beyond those analyzed in the 2015 RTP/GPU EIR.

CONCLUSION

CEQA Sections 15164(c) through 15164(e) states, "An Addendum need not be circulated for public review but can be included in or attached to the final EIR or adopted negative declaration. The decision-making body shall consider the addendum with the final EIR or adopted negative declaration prior to making a decision on the project. A brief explanation of the decision not to prepare a subsequent EIR pursuant to §15162 shall be included in an addendum to an EIR, the lead agency's findings on the project, or elsewhere in the record. The explanation must be supported by substantial evidence."

The information presented above indicates that the proposed General Plan Amendment does not represent a substantive change to the number of significant effects, severity of effects, or the feasibility and or effectiveness of applicable mitigation measures or alternatives previously addressed in the 2015 RTP/GPU EIR. Therefore, a subsequent EIR is not required because none of the conditions set forth in CEQA Guidelines section 15162 exist for this project.

DEVELOPMENT STANDARDS

CHAPTER 26 – TRANSIENT RENTAL STANDARDS & ENFORCEMENT

Sections:

- 26.010 Purpose and Findings.**
- 26.020 Vacation Home Rental Permit.**
- 26.030 Application and Issuance of a Vacation Rental Permit.**
- 26.040 Standards and Requirements.**
- 26.050 Rental Agreement and Owner Responsibility.**
- 26.060 Compliance with Transient Occupancy Tax Requirements.**
- 26.070 Enforcement.**
- 26.080 Existing and Otherwise Permitted Rentals.**
- 26.090 Unauthorized Rentals Prohibited.**

26.010 Purpose and Findings.

- A. The purpose of this chapter is to implement procedures, restrictions, and regulations, and to provide for the payment of transient occupancy tax and applicable fees for the transient rental of properties within Transient Rental Overlay Districts (TRODs) designated pursuant to Chapter 25 of the Mono County General Plan and to provide enhanced enforcement tools to address unauthorized transient rentals countywide.
- B. The Board of Supervisors finds that allowing transient rentals within areas of the county designated for residential use will provide a community benefit by expanding the number and types of lodging available to visitors to Mono County, increasing the use of property within the county, and providing revenue to property owners so that the units may be maintained and upgraded.
- C. The Board of Supervisors also finds that the operation of transient rentals within residential communities should be regulated in order to minimize fire hazard, noise, traffic, and parking conflicts and disturbance to the peace and quiet. The Board further finds that current enforcement tools have been ineffective to address the illegal operation of transient rentals countywide, primarily because the penalty amount is easily offset by the revenue such uses generate.

26.020 Vacation Home Rental Permit.

Any person who rents a residential structure that is not a condominium (hereinafter “rental unit” or “property”) within an area of the county designated as a transient overlay district on a transient basis shall comply with the provisions of this chapter, the Mono County General Plan, and any applicable area plans or specific plans. Transient rental of a private residence within a transient overlay district without a valid vacation home rental permit is a violation of this chapter.

26.030 Application and Issuance of a Vacation Home Rental Permit.

- A. Applicant. An applicant for a vacation home rental permit shall be either the owner of title to the subject property or his or her expressly authorized representative. The authorization shall be in writing and notarized.
- B. Application. An application for a vacation home rental permit shall be on a form that may be obtained from the Department of Finance or the Community Development Department. The following requirements and approvals must be met and substantiated before a vacation home rental permit will be issued:

1. The rental unit must be located within an area of the county designated as a transient overlay district;
2. The rental unit must comply with the standards and requirements as set forth in section 26.040, and any other requirement provided by this chapter. An inspection to verify compliance with such requirements shall be the responsibility of the owner or designated property manager. The owner or property manager shall certify in writing, under penalty of perjury, the rental unit's conformance to such standards. Such certification shall be submitted to the Mono County Community Development Department prior to permit issuance;
3. The applicant must designate the management company or property manager for the rental unit who will be available on a 24-hour basis to address any problems that may be associated with the property or the transient users of the property. The management company or property manager must be duly licensed, and shall be in good standing with the County. Alternatively, the property owner may serve as the property manager;
4. The property must be certified by the Community Development Department as complying with parking requirements and any applicable land use regulations set forth in the Mono County General Plan;
5. A Mono County business license must be obtained and must remain active during all times that the property is used as a transient rental;
6. Any required fees must be paid in full; and
7. A Mono County Transient Occupancy Certificate must be obtained from the Department of Finance and will be issued at the time the vacation home rental permit is issued and all conditions of approval have been met.

26.040 Standards and Requirements.

The following standards and requirements must be met in order to obtain a vacation home rental permit and to maintain that permit in good standing:

- A. **Health and Safety Standards.** The purpose of these standards is to establish minimum requirements to safeguard the public safety, health, and general welfare from fire and other hazards, and to provide safety to firefighters and emergency responders during emergency operations. These standards include without limitation:
 1. The address of the rental unit must be clearly visible;
 2. Carbon monoxide and smoke detectors must be installed and maintained in good operating condition in each bedroom, sleeping area, or any room or space that could reasonably be used as a sleeping area, and at a point centrally located in the corridor or area giving access to each separate sleeping room;
 3. All stairs, decks, guards, and handrails shall be stable and structurally sound;
 4. The rental unit shall be equipped with a minimum of one 2A:10B:C type fire extinguisher with no more than 75 feet of travel distance to all portions of the structure; there shall be no fewer than one such extinguisher per floor. Fire extinguishers shall be mounted in visible locations with the tops of the fire extinguishers mounted between 3 and 5 feet above the floor and shall be accessible to

- occupants at all times. California State Fire Marshal annual certification tags must be provided and be current on all extinguishers;
5. If there is a fireplace or solid-fuel barbecue, the rental unit shall be equipped with a minimum five-gallon metal container with a tight-fitting lid for ash removal. This container shall be clearly labeled and constructed to meet the purpose of containing ash. Instructions on the proper disposal of ash shall be stated in the rental agreement and clearly posted in the rental unit. The ash container shall not be placed on or near any furniture or other combustible material; ashes must be wet down thoroughly with water; the ash can must be stored outdoors with a minimum of 3 feet clearance from building, porch, trees, and other combustible materials; the lid must remain on the ash container when in use;
 6. Wall or baseboard heaters in the rental unit shall be in good working condition, and instructions on the proper use of these units shall be clearly stated in the rental agreement and posted in the rental unit;
 7. Furniture and any other material that may be flammable shall be kept a minimum of 54 inches from any fireplace opening and 30 inches from any wall or floor heaters;
 8. Flammable or hazardous liquid or materials, firearms, controlled substances, or any unlawful material shall not be stored in the rental unit.
 9. The roof and grounds of the transient rental property shall be kept clear of accumulations of pine needles, weeds, and other combustible materials;
 10. Any locking mechanism on exterior doors must be operable from inside the unit without the use of a key or any special knowledge. If the dwelling unit is greater than 3,000 square feet in area, two exit doors shall be required, each of which shall conform to this requirement;
 11. All fixtures, appliances, furnaces, water heaters, space heaters, plumbing, wiring, electrical, propane or gas connections, doors, windows, lighting, and all parts of the structure and furnishings (interior and exterior) must be in operable working condition and repair;
 12. If telephone service is available, there shall be a telephone connected to the local carrier and in working condition for use in the event of an emergency or to contact the owner or property manager. The phone shall be connected to the reverse 911 directory. If there is no telephone service available, then the rental agreement must so state;
 13. Bedroom windows shall be operable and free of obstructions to allow for emergency escape and rescue;
 14. There shall be at least one screened window per bedroom to allow for proper ventilation;
 15. All utilities (electric, gas, water, sewage, etc.) shall be connected, in good operating condition, and connected to approved sources.;
 16. Any hot tubs, pools, and spas shall be fenced or equipped with a cover with locking mechanisms, and shall be maintained in a safe and sanitary condition;
 17. There shall be no evidence of pest infestations, and all firewood and other stored items shall be kept in a neat and clean condition;

18. Exits shall be kept free from storage items, debris or any impediments at all times;
19. No tree limbs are allowed within 10 feet of any chimney or flue openings;
20. Spark arresters of a minimum opening size of 3/8-inch and a maximum opening size of 1/2-inch shall be required on all fireplace flue openings; and
21. If any applicable law, rule, or regulation enacted after the enactment of this chapter imposes requirements more stringent than those set forth herein, such requirements shall apply.

B. Sign and Notification Requirements.

1. Exterior Sign and Notice. Each rental unit shall be equipped with one temporary exterior identification sign not to exceed 8 ½ x 11 inches in size that shall be posted as long as the unit is being rented on a transient basis. This identification sign shall be placed in a location that is clearly visible from the front entrance of the unit, and may be illuminated in a manner that does not conflict with any County exterior lighting standards or signage standards. This sign shall clearly state the following information in lettering of sufficient size to be easily read:
 - a. The name of the managing agency, agent, property manager or owner of the unit and the telephone number where said person or persons can be reached on a 24-hour basis;
 - b. The maximum number of occupants permitted to stay in the unit; and
 - c. The maximum number of vehicles allowed to be parked on the property. A diagram fixing the designated parking location shall be included.
2. Interior Notice. Each rental unit shall have a clearly visible and legible notice posted within the unit adjacent to the front door that shall contain the same information set forth above, and shall additionally include the following:
 - a. Notification and instructions about the proper disposal of trash and refuse, including any bear-safe disposal requirements;
 - b. Notification and instructions concerning the proper use of any appliances, fireplaces, heaters, spas, or any other fixture or feature within the unit;
 - c. Notification that failure to conform to the parking, trash disposal and occupancy requirements for the rental unit shall be a violation of this chapter and may result in immediate removal from the premises and administrative, civil or criminal penalty;
 - d. Notification that any violation of rules or regulations set forth in the Rental Agreement may be a violation of this Chapter and may result in immediate removal from the premises and administrative, civil or criminal penalty; and
 - e. Physical street address of the unit and emergency contact information consisting of 911, the property manager's phone number, and contact information of the local fire department and the Mono County Sheriff's Department.

- C. Occupancy. The maximum number of persons who may occupy the property as transient renters or their overnight guests shall be limited to two persons (2) per bedroom plus two additional persons. In no event may the maximum occupancy exceed 10 persons in any rental unit unless the unit is certified

and approved by the Mono County Building Official as meeting all applicable building standards for such occupancy. Additionally, occupancy may be further restricted by the limitation of the septic system serving the dwelling as determined by Mono County Environmental Health.

- D. **Parking.** Parking requirements shall be based on the parking requirements set forth in the Mono County General Plan. Parking requirements for the rental unit shall be noticed in the rental agreement and posted on and in the unit. There shall be no off-site or on-street parking allowed, and parking on property owned by other persons shall be considered a trespass. A violation of this section may subject any person to administrative, civil and criminal penalty, including fines and towing of any vehicle, as authorized by state and local law.
- E. **Trash and Solid Waste Removal.** A sufficient number of trash receptacles shall be available. Trash and other solid waste shall not be allowed to accumulate in or around the property and shall be removed promptly to a designated landfill, transfer station or other designated site. For purposes of this paragraph, promptly shall mean at least one time per week during any week that the unit is occupied, regardless of the number of days it is occupied. Any trash receptacles located outside a unit shall be in bear-proof containers (in areas with bears) and comply with County standards. Trash removal requirements for each rental unit shall be included in the rental agreement and posted on and in the property. Property management shall be responsible for the cleanup if the tenants do not properly dispose of trash in bear-proof containers.
- F. **Snow Removal.** Snow removal from driveways, walkways, stairs, decks, and all exits and entrances shall be performed prior to each occupancy period, and during any occupancy period as needed to maintain the functionality of these areas. Snow removal from driveways, pathways, exits and entrances, and removal of snow, ice, and ice dams from roofs, decks, and stairs shall be performed in a timely manner as necessary to protect any person who may be using or visiting the rental unit.

26.050 Rental Agreement and Owner Responsibility.

- A. **Rental Agreement.** The temporary rental or use of each rental unit shall be made pursuant to a rental agreement. The rental agreement shall include, as attachments, a copy of this chapter and the vacation home rental permit for the unit. Each rental agreement shall contain all required notices and shall specify the number of persons who may occupy the unit, parking requirements and number of allowed vehicles, trash disposal requirements, and include the telephone number of the person or persons to be notified in the event of any problem that arises with the rental. The agreement shall include the phone number, address, and contact information for the person responsible for renting the unit, and any other information required by the County. The rental agreement shall notify the renters that they may be financially responsible and personally liable for any damage or loss that occurs as a result of their use of the unit, including the use by any guest or invitee. The property manager or owner shall keep a list of the names and contact information of the adult guests staying in the unit.
- B. **Owner Responsibility.**
 - 1. The owner, managing agency, and property manager shall be responsible for compliance with all applicable codes regarding fire, building and safety, health and safety, other relevant laws, and the provisions of this chapter.
 - 2. An owner, managing agency, and/or property manager shall be personally available by telephone on a 24-hour basis to respond to calls regarding the conditions and/or operation of the unit. Failure to timely respond in an appropriate manner may result in revocation of the vacation home rental permit and business license.

3. The owner shall require, as a term of a written agreement with a management company or agent, that said agent comply with this chapter. The owner shall identify the management company or agent, including all contact and license information in the application for a vacation home rental permit, and shall keep this information current. Such agreement shall not relieve owner of the obligation to comply with this chapter.
4. The owner shall maintain property liability and fire insurance coverage in an appropriate amount and shall provide proof of such insurance to County upon reasonable request. Additionally, the owner shall defend, indemnify, and hold the County harmless from any and all claims, judgments, liabilities, or other costs associated with the property or the rental unit, or the rental thereof.
5. The owner, managing agency, property manager and guest shall comply with all lawful direction from any law enforcement officer, fire official, building official, or code compliance officer.
6. The owner shall be responsible for assuring that the occupants and/or guests of the rental property do not create unreasonable noise or disturbances, engage in disorderly conduct, or violate any law. If an owner, property manager, or other agent of the owner is informed about any violation of this chapter, the owner, property manager, or owner's agent shall promptly take action and use best efforts to stop or prevent a recurrence of such conduct, including, when appropriate, calling law enforcement.

26.060 Compliance with Transient Occupancy Tax Requirements.

Each owner shall be responsible for obtaining a transient occupancy registration certificate and for complying with Chapter 3.28 of the Mono County Code. An owner may contract with a management company or property manager to collect, disburse, report, and maintain all records related to transient occupancy tax, but the owner remains responsible for any failure to collect, disburse, or accurately report such tax.

26.070 Enforcement.

- A. A violation of any provision of this chapter, and/or the renting of any property in a land use designation that does not allow for such transient rental, or without proper land use approvals, is subject to the General Penalty provisions and/or the Administrative Citation provisions set forth in Section 1.04.060 and Chapter 1.12 of the Mono County Code, respectively, and any other civil or administrative remedy allowed by law. Notwithstanding Section 1.12.030, the administrative fine for the operation of any transient rental facility within a transient overlay district without a valid vacation home rental permit, or the operation of any transient rental facility in violation of applicable land use requirements in any other land use designation of the county shall be \$1,000 for the first violation and \$2,000 for a second or subsequent violation within three years. In addition to these penalty provisions, the failure to comply with any provision of this chapter may result in the suspension or revocation of the vacation home rental permit in accordance with subsection D below, or the suspension or revocation of the business license and/or transient occupancy registration certificate. The failure of a management company or property manager to comply with the provisions of this chapter may additionally result in a finding that such management or company or property manager is not in good standing.
- B. An inspection and/or audit of each unit subject to this chapter, and any contract or agreement entered into in furtherance of, or to implement, this chapter, may be made at any reasonable time, and upon reasonable notice to confirm compliance with this chapter.
- C. Transient rentals may not be conducted if there are any code violations, stop-work orders, or other violation of law or regulation outstanding on the property.

- D. The following procedures shall be followed in conjunction with any proposed revocation or suspension of a vacation home rental permit.
1. The County shall provide the property owner with a notice of proposed revocation or suspension stating the nature of the violation, whether revocation or suspension is proposed, and the date, time, and place of a hearing before a hearing officer, who shall be a Planning Commissioner appointed for this purpose by the County Administrative officer, will be held. The notice shall be served on the owner at least 10 business days prior to the date of the hearing by personal service or by certified mail, postage prepaid, return receipt requested to the address for such purpose provided on the vacation home rental permit application. Service by mail shall be deemed effective on the date of mailing.
 2. At the hearing, the hearing officer shall consider any written or oral evidence consistent with the following:
 - a. The contents of the County's file shall be accepted into evidence (except as to such portions of the file, if any, that contain confidential or privileged information); and
 - b. The notice of revocation or suspension shall be admitted as prima facie evidence of the facts stated therein.
 3. The hearing officer shall independently consider the facts of the case and shall draw his or her own independent conclusions.
 4. Upon conclusion of the hearing and receipt of information and evidence from all interested parties, the hearing officer shall render his or her decision affirming the revocation or suspension as proposed, modifying the revocation or suspension, or rejecting the revocation or suspension.
 5. If directed by the hearing officer, staff shall prepare a written decision reflecting the hearing officer's determination. Following approval of the written decision by the hearing officer, the secretary of the Planning Commission shall serve the written decision on the property owner by certified mail, postage prepaid, return receipt requested.
 6. The decision of the hearing officer shall be the final administrative action of the County, and the property owner shall be advised of his rights to challenge that decision in Superior Court pursuant to section 1094.5 of the Code of Civil Procedure and of the timelines in which such an action must be brought.
- E. Notwithstanding the foregoing, in the event the code compliance officer determines that suspension or suspension pending revocation of a vacation home rental permit is necessary for the immediate protection of the public health, safety, or welfare, such suspension may be made without prior hearing or determination by the hearing officer, upon the giving of such advance notice to the property owner as the code compliance officer deems reasonable given the nature of the violation and risks presented. The code compliance officer shall inform the property owner in writing of the duration of the suspension, the reasons therefor, the procedure and timelines for filing an appeal, in accordance with the following:
1. The property owner may appeal the suspension by filing an appeal with the clerk of the Planning Commission within 10 calendar days of the date the suspension or revocation takes effect. Such appeal shall also function as a hearing on revocation of the permit, if the suspension is made pending revocation. In the event the property owner does not appeal a suspension pending revocation within the time provided, then the suspension shall automatically become a revocation if notice of such was included in the notice of the suspension;

2. The hearing shall be in accordance with the procedures set forth in section D above; and
 3. The suspension shall remain in effect for the number of days provided by the code compliance officer, or until the appeal/revocation hearing is finally decided by the hearing officer, whichever occurs later, unless extended by the Board.
- F. When a vacation home rental permit is revoked pursuant to the procedures set forth in this chapter, a new vacation home rental permit may not be issued to the same property owner for a period of five years.

26.080 Existing and Otherwise Permitted Rentals.

Any lawful use of property as a transient rental occurring, or subsequently authorized, in a land use designation that permits such uses (or permits such uses subject to Use Permit or Director Review approval) without the application of a transient overlay district shall be exempt from the provisions of this chapter.

26.090 Unauthorized Rentals Prohibited.

The transient rental of any property, unit, or structure that is not within a designated transient overlay district or within a land use designation that permits such use and for which all necessary approvals have been granted, is prohibited. Any violation of this section shall be subject to the provisions of section 26.070, including the fines set forth therein.



**OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS**

REGULAR AGENDA REQUEST

Print

MEETING DATE March 14, 2017

Departments: Community Development; County Counsel

TIME REQUIRED 15 minutes (5 minute presentation; 10 minute discussion) **PERSONS APPEARING BEFORE THE BOARD** Nick Criss

SUBJECT Temporary Moratorium on Transient Rental Overlay Districts

AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

Proposed Interim Ordinance of the Mono County Board of Supervisors Temporarily Suspending the Establishment of Transient Rental Overlay Districts in Mono County.

RECOMMENDED ACTION:

Consider and potentially adopt proposed ordinance as an urgency measure (4/5 vote required). Provide any other desired direction to staff.

FISCAL IMPACT:

None

CONTACT NAME: Nick Criss; Christian Milovich

PHONE/EMAIL: 760-924-1706 / ncriss@mono.ca.gov

SUBMIT THE ORIGINAL DOCUMENT WITH ATTACHMENTS TO THE OFFICE OF THE COUNTY ADMINISTRATOR **PRIOR TO 5:00 P.M. ON THE FRIDAY 32 DAYS PRECEDING THE BOARD MEETING**

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff Report
Ordinance

History

Time	Who	Approval
3/9/2017 3:03 PM	County Administrative Office	Yes
3/9/2017 2:49 PM	County Counsel	Yes
3/9/2017 2:53 PM	Finance	Yes

County Counsel
Stacey Simon

Assistant County Counsel
Christian E. Milovich

Deputy County Counsel
Anne M. Larsen

**OFFICE OF THE
COUNTY COUNSEL**

Mono County
South County Offices
P.O. BOX 2415
MAMMOTH LAKES, CALIFORNIA 93546

Telephone
760-924-1700
Facsimile
760-924-1701

Paralegal
Jenny Senior

To: Board of Supervisors

From: Christian Milovich

Date: March 14, 2017

Re: Interim urgency ordinance suspending establishment of Transient Rental Overlay Districts.

Recommended Action

Adopt proposed interim ordinance temporarily suspending the establishment of transient rental overlay districts (TRODs) in Mono County. A four-fifths vote is required. Provide any desired direction to staff.

Fiscal Impact

None.

Discussion

Government Code section 65858 authorizes the adoption of an interim ordinance as an urgency measure to prohibit any uses that may be in conflict with a contemplated general plan, specific plan, or zoning proposal that the Board of Supervisors, planning commission or planning department is considering or studying or intends to study within a reasonable time, when necessary to protect the public safety, health, and welfare.

At public hearings held by the Planning Commission and Board of Supervisors on November 12, 2105 and December 15, 2016 and December 8, 2015 and March 7, 2017, respectively, various individuals expressed concerns related to the creation of Transient Rental Overlay Districts (TRODs) within the County.

A temporary moratorium on TRODs was previously enacted, which expired on March 2, 2017. The Board has now expressed a desire to further suspend the approval of any new TRODs while the most recent issues raised were analyzed and directed Community Development Department staff to analyze and report back with recommendations.

Under Government Code section 65858 and 25124, an interim ordinance is treated as an urgency ordinance which takes effect immediately upon adoption. No introduction or "first reading" is required. An interim ordinance is initially effective for only 45 days. The ordinance may then be extended following a noticed public hearing for ten months and fifteen days, and again (following the same notice and public hearing procedures) for a period of one year. No additional extensions may be approved.

If you have any questions on this matter prior to your meeting, please call me at 924-1709 or 932-5419 or call Scott Burns at 760-924-1807.



ORDINANCE NO. ORD17-__

**AN INTERIM ORDINANCE OF THE MONO COUNTY
BOARD OF SUPERVISORS TEMPORARILY SUSPENDING
THE ESTABLISHMENT OF TRANSIENT RENTAL
OVERLAY DISTRICTS IN MONO COUNTY**

WHEREAS, Government Code section 65858 authorizes the adoption of an interim ordinance as an urgency measure to prohibit any uses that may be in conflict with a contemplated general plan, specific plan, or zoning proposal that the Board of Supervisors, planning commission or planning department is considering or studying or intends to study within a reasonable time, when necessary to protect the public safety, health, and welfare; and

WHEREAS, at public hearings before the Planning Commission and Board of Supervisors held on November 12, 2105 and December 8, 2015, respectively, various community members expressed a number of concerns related to the creation of Transient Rental Overlay Districts (TRODs) within the County, and the Board of Supervisors scheduled a joint workshop with the Planning Commission to evaluate the TROD system (found at Chapters 25 and 26 of the Mono County General Plan); and

WHEREAS, at the joint workshop, held on February 11, 2016, the Board and Commission heard additional information and detail regarding community concerns related to the establishment of new TRODs and directed Community Development Department staff to analyze and report back regarding possible modifications to the TROD system to address those issues; and

WHEREAS, at public hearings before the Planning Commission and Board of Supervisors held on December 15, 2016 and March 7, 2017, respectively, various individuals expressed continued concerns related to the creation of Transient Rental Overlay Districts within the County; and

WHEREAS, in order to preserve the status quo within the unincorporated areas of the County while staff and decision makers analyze and consider modifications to Chapter 25 to address the identified concerns, the Board of Supervisors desires to temporarily suspend the establishment of TRODs within the unincorporated areas of the County in accordance with Government Code section 65858;

NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF MONO FINDS AND ORDAINS that:

SECTION ONE: There is a current and immediate threat to the public health, safety and welfare as a result of the approval of Transient Rental Overlay Districts (TRODs) within the unincorporated areas of the County, as specified below, and such approvals must be temporarily suspended in order to protect the public safety, health, and welfare.

- A. In some residential areas of the County currently eligible for TROD designation, roads are not regularly maintained and/or plowed and can be steep and icy in winter. Because those individuals utilizing short-term rentals are not local residents, they are often unskilled at navigating snowy conditions. The approval of TRODs in areas such as these presents a safety hazard to users – particularly those arriving at night and lacking snow driving skills or experience.
- B. In certain areas of the County, residents have expressed that they experience harm to their sense of well-being and personal welfare as a result of the possibility that a TROD could be established in their neighborhood. This may reflect an incompatibility between certain neighborhoods or communities and transient rental activity.

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SECTION TWO: The establishment of Transient Rental Overlay Districts within the unincorporated areas of Mono County, as authorized by Chapter 25, is hereby suspended, to allow for the proper study of modifications and/or alternatives to the current system to address the issues described above and other matters, as directed by the Board on March 7, 2017.

SECTION THREE: During the suspension on the establishment of new TRODs created by this resolution, staff shall identify and analyze those areas within the County currently eligible for TROD designation, evaluate the above concerns, and any other relevant issues associated with the establishment or operation of TRODs or transient rentals within the County, and develop recommendation(s) for the Board regarding the possible modification of Chapter 25 of the Mono County General Plan.

SECTION FOUR: This ordinance shall become effective upon adoption as an urgency measure pursuant to Government Code sections 65858 and 25123 and shall remain in effect, unless extended as allowed by law, for 45 calendar days. The Clerk of the Board of Supervisors shall post this ordinance and also publish it or a summary thereof in the manner prescribed by Government Code section 25124 no later than 15 days after the date of its adoption.

PASSED, APPROVED and ADOPTED this _____ day of _____, 2017, by the following vote, to wit:

AYES:
NOES:
ABSENT:
ABSTAIN:

Stacy Corless, Chair
Mono County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

Clerk of the Board

County Counsel



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE March 14, 2017

Departments: Board of Supervisors

TIME REQUIRED	15 minutes (10 minute presentation; 5 minute discussion)	PERSONS APPEARING BEFORE THE BOARD	Supervisor Corless and Supervisor Gardner
SUBJECT	Report on NACo Legislative Conference		

AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

Supervisors Corless and Gardner will give a report regarding their participation in the National Association of Counties Legislative Conference in Washington DC

RECOMMENDED ACTION:

Presentation by Supervisors Corless and Gardner followed by discussion.

FISCAL IMPACT:

None

CONTACT NAME: Leslie Chapman

PHONE/EMAIL: 760 932-5414 / lchapman@mono.ca.gov

SUBMIT THE ORIGINAL DOCUMENT WITH
ATTACHMENTS TO THE OFFICE OF
THE COUNTY ADMINISTRATOR
PRIOR TO 5:00 P.M. ON THE FRIDAY
32 DAYS PRECEDING THE BOARD MEETING

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MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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No Attachments Available

History

Time	Who	Approval
3/9/2017 3:09 PM	County Administrative Office	Yes

3/9/2017 3:15 PM

County Counsel

Yes

3/9/2017 3:14 PM

Finance

Yes



**OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS**

REGULAR AGENDA REQUEST

Print

MEETING DATE March 14, 2017

Departments: CAO, Public Works

TIME REQUIRED 30 minutes (15 minute presentation;
15 minute discussion) **PERSONS APPEARING BEFORE THE BOARD** Tony Dublino

SUBJECT South County Facility Analysis

AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

Update on the progress of lease negotiations with Sierra Center Mall owners, progress on the McFlex option and identification of other alternatives for South County space.

RECOMMENDED ACTION:

Receive update and provide any desired direction to staff.

FISCAL IMPACT:

None at this time.

CONTACT NAME: Tony Dublino

PHONE/EMAIL: 760.932.5453 / tdublino@mono.ca.gov

SUBMIT THE ORIGINAL DOCUMENT WITH ATTACHMENTS TO THE OFFICE OF THE COUNTY ADMINISTRATOR **PRIOR TO 5:00 P.M. ON THE FRIDAY 32 DAYS PRECEDING THE BOARD MEETING**

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Staff Report

History

Time	Who	Approval
3/9/2017 11:59 AM	County Administrative Office	Yes

3/8/2017 4:00 PM

County Counsel

Yes

3/7/2017 3:29 PM

Finance

Yes



MONO COUNTY DEPARTMENT OF PUBLIC WORKS

Post Office Box 457 • 74 North School Street • Bridgeport, California 93517
(760) 932-5440 • Fax (760) 932-5441 • monopw@mono.ca.gov

Jeff Walters, Public Works Director

Garrett Higerd, PE; County Engineer

Date: March 14, 2017
To: Honorable Board of Supervisors
From: Tony Dublino, Environmental Services Manager
Subject: South County Facility Update and Analysis

Recommended Action:

Receive update and provide any desired direction to staff.

Fiscal Impact: None at this time.

Discussion: At the February 14 Board meeting, the Board directed staff to revisit lease negotiations with Sierra Center Mall, and to maintain progress on the McFlex concept.

Today's item will provide an update on the progress of each item, and provide an updated financial analysis, if progress on either front has generated substantive change to the financial presentation from February 14th.

The discussion will also include research into the commercial leasing market in Mammoth, space availability, and other alternatives for South County space that may exist within the Town.

If you have any questions regarding this item, please contact me at (760) 932-5453.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Tony Dublino".

Tony Dublino
Environmental Services Manager



**OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS**

REGULAR AGENDA REQUEST

Print

MEETING DATE March 14, 2017

TIME REQUIRED

SUBJECT Closed Session--Human Resources

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section 54957.6. Agency designated representative(s): Stacey Simon, Leslie Chapman, Dave Butters, Janet Dutcher, and Anne Larsen. Employee Organization(s): Mono County Sheriff's Officers Association (aka Deputy Sheriff's Association), Local 39--majority representative of Mono County Public Employees (MCPE) and Deputy Probation Officers Unit (DPOU), Mono County Paramedic Rescue Association (PARA), Mono County Public Safety Officers Association (PSO), and Mono County Sheriff Department's Management Association (SO Mgmt). Unrepresented employees: All.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

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History

Time

Who

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**OFFICE OF THE CLERK
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REGULAR AGENDA REQUEST

Print

MEETING DATE March 14, 2017

TIME REQUIRED

SUBJECT Closed Session: Workers
 Compensation

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION. Subdivision (a) of Government Code section 54956.9.
Name of case: Worker's compensation claim of Richard Hahn.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

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History

Time	Who	Approval
3/7/2017 12:21 PM	County Administrative Office	Yes
3/6/2017 1:32 PM	County Counsel	Yes
3/7/2017 1:18 PM	Finance	Yes



**OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS**

REGULAR AGENDA REQUEST

Print

MEETING DATE March 14, 2017

TIME REQUIRED

SUBJECT Afternoon Session

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

THE AFTERNOON SESSION WILL RECONVENE NO EARLIER THAN 1:00 P.M. IF NECESSARY

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

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32 DAYS PRECEDING THE BOARD MEETING**

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