



AGENDA

BOARD OF SUPERVISORS, COUNTY OF MONO STATE OF CALIFORNIA

Regular Meetings: First, Second, and Third Tuesday of each month. Location of meeting is specified below.
Meeting Location: Board Chambers, 2nd Fl., County Courthouse, 278 Main St., Bridgeport, CA 93517

Regular Meeting June 7, 2022

TELECONFERENCE INFORMATION

This meeting will be held via teleconferencing with members of the Board attending from separate remote locations and / or in person at the noted location. As authorized by AB 361, dated September 16, 2021, a local agency may use teleconferencing without complying with the teleconferencing requirements imposed by the Ralph M. Brown Act when a legislative body of a local agency holds a meeting during a declared state of emergency and local officials have recommended or imposed measures to promote social distancing or the body cannot meet safely in person and the legislative body has made such findings. Members of the public may participate via the Zoom Webinar, including listening to the meeting and providing public comment, by following the instructions below. If you are unable to join the Zoom Webinar of the Board meeting, you may still view the live stream of the meeting by visiting http://monocounty.granicus.com/MediaPlayer.php?publish_id=e42e610c-7f06-4b97-b1d6-739b1ff28cf8

To join the meeting by computer:

Visit <https://monocounty.zoom.us/j/84034805643> Or visit <https://www.zoom.us/>, click on "Join A Meeting" and enter the Zoom Webinar ID 840 3480 5643.

To provide public comment, press the "Raise Hand" button on your screen.

To join the meeting by telephone: Dial (669) 900-6833, then enter Zoom Webinar ID 840 3480 5643. To provide public comment, press *9 to raise your hand and *6 to mute/unmute.

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) 932-5530 or bos@mono.ca.gov. 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) and online at <http://monocounty.ca.gov/bos>. 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 and online.

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

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.) Please refer to the Teleconference Information section to determine how to make public comment for this meeting via Zoom.

2. RECOGNITIONS

A. Recognition of Tony Dublino

Departments: CAO

10 minutes

(Bob Lawton, CAO) - Proposed proclamation in appreciation and recognition of Tony Dublino, Mono County Public Works Director.

Recommended Action: Adopt proclamation in appreciation and recognition of Tony Dublino.

Fiscal Impact: None.

B. Elder Abuse Awareness Month Proclamation

Departments: Social Services

10 minutes

(Krista Cooper, Social Worker Supervisor II; Victoria Mora, Senior Services Aide) - Proposed proclamation to proclaim June 2022 as Elder Abuse Awareness Month.

Recommended Action: Adopt proposed proclamation proclaiming June 2022 as Elder Abuse Awareness Month.

Fiscal Impact: None.

C. LGBTQ+ Pride Month Proclamation

Departments: Board of Supervisors

15 minutes

(Lauren Plum, Behavioral Health Staff Services Analyst II) - June is national LGBTQ+ Pride Month: proclamation recognizes our LGBTQ+ community members for enriching our community and raises awareness about the systemic discrimination experienced by LGBTQ+ minorities.

Recommended Action: Adopt proclamation designating June 2022 as LGBTQ+ Month.

Fiscal Impact: None.

3. COUNTY ADMINISTRATIVE OFFICER

CAO Report regarding Board Assignments

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

4. DEPARTMENT/COMMISSION REPORTS

Receive brief oral report on emerging issues and/or activities.

5. 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. Update to Governing Body Resolution for Purpose of CalOES Grant Administration

Departments: Information Technology

Mono County is a sub-grantee of the State of California for the Emergency Management Performance Grant (EMPG) and Homeland Security Grant Program (HSGP), which are managed by the California Governor's Office of Emergency Services (CalOES). CalOES requires the Board of Supervisors to appoint specific staff to execute for, and on behalf of the County for all actions related to the administration of these grants. The authorization of these specific staff is signified via the Governing Body Resolution (GBR) document which must be approved by the Board of Supervisors at least every three years.

Recommended Action: Approve and authorize the Board Chair to sign the 2021-2023 Mono County Governing Body Resolution document for CalOES.

Fiscal Impact: No immediate fiscal impact is associated with this item, however, the annual award to Mono County between the EMPG and HSGP grant programs is roughly \$210,000.

B. Appointment to Lee Vining Public Utility District

Departments: Clerk of the Board

Pursuant to Public Utilities Code section 16003, the Lee Vining Public Utilities District (LVPUD) informed the Mono County Clerk of a vacancy on its governing board. Notice was made within 15 days of the effective date of the vacancy and was posted in three conspicuous places as required by Government Code section 1780. No applications were received by LVPUD within the 60-day time frame in which LVPUD board could have made the appointment. Subsequently, but within 90 days of the vacancy, the LVPUD received one application, from Joey Audenried. Under section 1780, the Board of Supervisors may make the appointment within the 90 period. Accordingly, the LVPUD is asking that the Board of Supervisors appoint Mr. Audenried as a member of the LVPUD governing board for a term ending November 30, 2022.

Recommended Action: Appoint Joey Audenried to the Lee Vining Public Utility District governing board for a term ending November 30, 2022.

Fiscal Impact: None.

C. Agreement with Crestwood Behavioral Health for Inpatient Treatment

Departments: Behavioral Health

Proposed contract with Crestwood Behavioral Health, Inc. pertaining to Residential Treatment Services.

Recommended Action: Approve and authorize Robert C. Lawton, County Administrative Officer (CAO), to sign contract with Crestwood Behavioral Health Inc. for Residential Treatment Services for the period July 1, 2022 through June 30, 2023 and a not-to-exceed amount of \$202,398.

Fiscal Impact: This contract will be paid through the Mono County Behavioral Health 1991 and 2011 Mental Health Realignment Fund.

D. Solid Waste Fee - Annual Extension and Agreement with Town of Mammoth Lakes

Departments: Public Works - Solid Waste

5 Minutes

(Justin Nalder, Solid Waste Superintendent) - Consistent with applicable provisions of the Government Code, the Board of Supervisors must annually renew the Solid Waste Fee to continue the County's assessment of fees on developed land within the unincorporated areas of Mono County and, under agreement with the Town Council, on lands within the Town of Mammoth Lakes.

Recommended Action: 1. Approve and authorize the Chair's signature on Resolution No. R22-____, Extending and Re-Establishing the Mono County Solid Waste Fee Program for Fiscal Year 2022-2023. 2. Approve and authorize the Chair's signature on Solid Waste Fee Agreement with the Town of Mammoth Lakes for the period of July 1, 2022 through June 30, 2023.

Fiscal Impact:

Countywide, approximately \$800,000 in revenue from fees and interest per year.

E. 2022 Special Events Road Closures

Departments: Public Works - Roads

Special events are held throughout the year in Mono County and are widely recognized as having beneficial impacts to local communities in the form of economic activity and regional notoriety. Some of the events occur on or near County Roads and include traffic impacts. When such impacts exist, roads must be closed, or traffic controlled in accordance with County policy which includes

an approving Board Resolution. Most of these events have become annual occurrences where the dates and plans are known well in advance. As such, staff has endeavored to gather the requisite information from all known events in 2022 and bring them forward for Board approval at once.

Recommended Action: 1. Adopt proposed resolution R22-___, authorizing the temporary closure of county roads for the Town of Mammoth Lakes Fourth of July fireworks celebration. 2. Adopt proposed resolution R22-___, authorizing the temporary closure of a portion of a county road in June Lake for the annual June Lake triathlon to be held on Saturday July 9, 2022. 3. Adopt proposed resolution R22-___, authorizing the closure of certain county roads and state highways to through traffic in the Mono Lake and Long Valley areas for the 2022 Mammoth Gran Fondo bike ride. 4. Adopt proposed resolution R22-___, authorizing the intermittent closure of county roads in the Antelope Valley area for the 2022 Eastern Sierra ATV & UTV Jamboree. 5. Adopt proposed resolution R22-___, authorizing the temporary closure of county roads in the Bridgeport area for the 2022 Bridgeport Ridge Rambler.

Fiscal Impact: Approximately \$500 per event. These costs result from the assistance provided by the respective Road Districts for personnel, equipment, and supplies relating to signage and blockades to effectuate the closures

F. California Enhanced HIV/AIDS Case Reporting System Data Use and Disclosure Agreement

Departments: Public Health

Proposed contract with California Department of Public Health pertaining to California Enhanced HIV/AIDS Case Reporting System Data Use And Disclosure Agreement.

Recommended Action: Approve and authorize Bryan Wheeler, Public Health Director, to sign proposed contract. Authorize Bryan Wheeler, Public Health Director to administer contract. This authorization shall include making minor adjustments to said contract from time to time as the Public Health Director may deem necessary, provided such amendments do not alter the amount not to exceed and do not substantially alter the scope of work or budget and are approved as to form by County Counsel.

Fiscal Impact: None.

G. Contract Change Order No. 2 - Long Valley Streets Project

Departments: Public Works Engineering

5 minutes

(Chad Senior, Engineer) - Board approval is required for Contract Change Order No. 2 (CCO-2) with Qualcon Contractors, Inc. in the amount of \$232,537 for the Long Valley Streets Project. CCO-2 will include the needed road rehabilitation of Larkspur Drive and Red Bluff Trail in the Long Valley Streets Project. Both roads are part of the Lakeridge Ranch Zone of Benefit.

Recommended Action: Approve and authorize the Board Chair to sign CCO- 2 with Qualcon Contractors, Inc. in the amount of \$232,537 to include road rehabilitation of Lakeridge Ranch Zone of Benefit roads Larkspur Drive and Red Bluff Trail in the Long Valley Streets Project. (4/5 vote is required pursuant to Public Contract Code sections 20136 & 20137)

Fiscal Impact: All road rehabilitation construction work included in the CCO-2 will be funded by the Lakeridge Ranch Zone of Benefit (ZOB) account. As of May 19, 2022, the current ZOB account balance is \$253,016. All contractor payments for CCO-2 work will be based on actual constructed quantities and will not have any impact to the general fund. All state-only funds allocated for the project under the State Transportation Improvement Program (\$2,250,000) and under the Covid Response and Relief Supplemental Appropriations Act (\$200,000) will remain unchanged, and all CCO-2 bid item costs will be non-participating work under these state funding programs.

H. Cooperative Agreement with Caltrans for Construction of an Overhead Banner at Sinclair Street in Bridgeport

Departments: Public Works

Proposed Cooperative Agreement with Caltrans providing 'Clean California' funding for an Overhead Banner at Sinclair Street, across US Highway 395 in Bridgeport.

Recommended Action: Approve and authorize County Administrative Officer (CAO) to sign the cooperative agreement with Caltrans for construction of an overhead banner at Sinclair Street in Bridgeport.

Fiscal Impact: This agreement establishes the use of Clean California funds for the Construction of the Banner, currently estimated at \$196,000.

I. Agreement with Mammoth Lakes Housing, Inc County of Mono for the provision of Housing Navigator services

Departments: Social Services

Agreement with Mammoth Lakes Housing to hire a Housing Navigator to help build capacity in the region and support the implementation of housing and homelessness prevention programs in partnership with Mono and Alpine Counties. Funds will be drawn from new state housing program allocations to pay for the positions. No matching funds are required from county general funds or Mammoth Lakes Housing.

Recommended Action: Approve the proposed agreement with Mammoth Lakes Housing for the provision of Housing Navigator services for the period June 1, 2022 through June 30, 2025, and authorize the County Administrative Officer (CAO) to execute the Contract on behalf of the County and make future amendments to the agreement as needed.

Fiscal Impact: The total agreement for the term June 1, 2022 through June 30, 2025 is \$325,000, not to exceed \$25,000 in fiscal year 2021-22, and not to exceed \$100,000 per fiscal year thereafter. The Department's current budget has capacity to absorb these proposed expenditures and is included in the Department's FY 2022-23 budget proposal.

J. Resolution Adopting a Policy for the Registrar of Voters to Use Mono County Employees as Precinct Board Members (Poll Workers) on Election Days

Departments: Elections

There are at least two elections every other year in Mono County that require six poll places being staffed with poll workers. The Elections Department depends on members of our community to aid in this election process, but recruiting poll workers has become increasingly difficult. We rely on the assistance of our fellow County employees in order to adequately staff our poll places, but until now there has been no set policy in place for to address the time and compensation for County employees who serve as poll workers, which is why I am submitting this resolution today.

Recommended Action: Approve Resolution R22-___, Adopting a policy for the Registrar of Voters to use Mono County employees as precinct board members (poll workers) on election days.

Fiscal Impact: No incremental increase in costs to County Departments beyond budgeted positions. Hours worked as a poll worker in excess of a County employee's regular hours will be compensated at the same rate paid to non-County employee poll workers and these amounts are included in the Elections budget.

6. CORRESPONDENCE RECEIVED - NONE

Direction may be given to staff regarding, and/or the Board may discuss, any item of correspondence listed on the agenda.

7. REGULAR AGENDA - MORNING

A. PUBLIC HEARING - Community Development Block Grant Program (CDBG)

Departments: Clerk of the Board

PUBLIC HEARING: 9:00 AM (20 minutes)

(Sanjay Choudhrie, Housing Opportunities Manager) -

The Community Development Block Grant 2022 Notice of Funding Availability (NOFA) has been released for approximately \$30 million. This is a public hearing required as part of the grant application process. Mono County is eligible to apply for a maximum amount per application request of \$1.5 million. The County's existing CDBG grant is funding childcare services in Bridgeport through Mono First 5.

Recommended Action: Conduct public hearing. Provide direction to staff to return to the Board with a resolution authorizing the County's application and/or provide any other desired direction to staff.

Fiscal Impact: None.

B. COVID-19 (Coronavirus) Update

Departments: CAO, Public Health

15 minutes

(Robert C. Lawton, CAO, Bryan Wheeler, Public Health Director, Dr. Caryn Slack, Public Health Officer) - Update on Countywide response and planning related to the COVID-19 pandemic.

Recommended Action: None, informational only.

Fiscal Impact: None.

C. Sheriff's Policy Regarding Military Equipment

Departments: Sheriff

10 minutes

(Ingrid Braun, Sheriff) - On April 14, 2022, the Board of Supervisors was presented with information regarding the requirements of Assembly Bill (AB) 481. AB 481 requires each law enforcement agency to obtain approval of the applicable governing body, by adoption of a military equipment use policy, by ordinance at a regular meeting held pursuant to specified open meeting laws, for the continued use of military equipment acquired before January 1, 2022.

Recommended Action: Introduce, read title, and waive further reading of proposed ordinance. Provide any desired direction to staff.

Fiscal Impact: None. The policy relates to existing equipment within the Sheriff's Department and is in response to new state law requiring a policy for acquisition, funding and use of such equipment.

D. Behavioral Health Department Crisis Care Mobile Units (CCMU) Grant

Departments: Behavioral Health

Grant agreement with Advocates for Human Potential, Inc. (AHP) for grant funds awarded to Mono County for the provision of Crisis Care Mobile Units.

Recommended Action:

Approve and authorize County Administrative Officer (CAO) to sign grant agreement with Advocates for Human Potential, Inc. (AHP) for grant funds awarded to Mono County for the provision of Crisis Care Mobile Units for the period of September 1, 2021 to June 30, 2025 and a not-to-exceed amount of \$690,000.

Fiscal Impact: This grant will add \$690,000 in funding for a mobile crisis response team. Among other costs, this grant will cover administrative support staffing, training, and direct services.

E. Resolution Adopting a List of Projects for Fiscal Year 2022-2023 Funded by SB1: The Road Repair and Accountability Act of 2017

Departments: Public Works

10 minutes

(Paul Roten, Engineer) - SB 1 requires Counties to adopt an 'RMRA Project List' by Resolution at a regular meeting of the Board of Supervisors, which must be submitted to the California Transportation Commission. The deadline for the 2022 submittal is July 1. This is a yearly requirement imposed upon Mono County to receive SB1 funds. Today's recommendation is for the Board to adopt the attached Resolution and project list and direct staff to submit it to the California Transportation Commission via the online CalSMART reporting system.

Recommended Action: Adopt proposed resolution approving a list of road projects for FY2022-2023 funded by SB 1: The Road Repair and Accountability Act of 2017. Provide any desired direction to staff.

Fiscal Impact: Mono County's portion of SB1/Road Maintenance and Rehabilitation Account (RMRA) revenue for 2022-2023 is currently estimated at \$2,262,032. The list of projects presented today are included in the Department's requested FY22-23 budget. The present SB1 balance is approximately \$3,750,000.

F. California Department of Fish and Wildlife Update on Lactococcus Bacterial Outbreak

Departments: Economic Development

30 minutes

(Russell Black, California Department of Fish and Wildlife (CDFW) - Inland Deserts Region 6) - Presentation by Russell Black, Senior Environmental Scientist Supervisor - Fisheries, from the California Department of Fish and Wildlife (CDFW) regarding Lactococcus outbreak in Black Rock and Fish Springs Hatcheries.

Recommended Action: None, informational only. Provide direction to staff, as desired.

Fiscal Impact: None.

8. CLOSED SESSION

A. Closed Session - Labor Negotiations

CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section 54957.6. Agency designated representative(s): Stacey Simon, Janet Dutcher, Bob Lawton, Patty Francisco, and Oliver Yee. 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 Correctional Deputy Sheriffs' Association. Unrepresented employees: All.

B. Closed Session - Existing Litigation

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION. Paragraph (1) of subdivision (d) of Government Code section 54956.9. Name of cases: (1) *Ormat Technologies, Inc. v. Mono County Certified Unified Program Agency (CUPA), et al.* (Mono County Superior Court Case No. CV-210049); (2) *County of Mono v. Silver State Investors, LLC* (Mono County Superior Court Case No. 22UCM41).

C. Closed Session - Public Employee Evaluation

PUBLIC EMPLOYEE PERFORMANCE EVALUATION. Government Code section 54957. Title: County Administrative Officer.

9. BOARD MEMBER REPORTS

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

ADJOURN



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE June 7, 2022

Departments: CAO

TIME REQUIRED 10 minutes

PERSONS APPEARING BEFORE THE BOARD Bob Lawton, CAO

SUBJECT Recognition of Tony Dublino

AGENDA DESCRIPTION:

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

Proposed proclamation in appreciation and recognition of Tony Dublino, Mono County Public Works Director.

RECOMMENDED ACTION:

Adopt proclamation in appreciation and recognition of Tony Dublino.

FISCAL IMPACT:

None.

CONTACT NAME: Scheereen Dedman

PHONE/EMAIL: 760-932-5538 / sdedman@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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[Proclamation](#)

History

Time	Who	Approval
6/1/2022 3:54 PM	County Counsel	Yes
5/11/2022 4:31 PM	Finance	Yes
6/3/2022 4:14 PM	County Administrative Office	Yes



**MONO COUNTY BOARD OF SUPERVISORS
RECOGNITION OF
PUBLIC WORKS DIRECTOR TONY DUBLINO**

WHEREAS, Tony Dublino began his career in Mono County in 2008 as an Assistant Planner in the Community Development Department, then moved to the Public Works Department in June 2012 to serve as the Solid Waste Superintendent, then moved into Administration as the Assistant County Administrative Officer, and finally back to the Public Works Department where he currently serves as the Public Works Director; and

WHEREAS, Tony's time as Public Works Director includes many accomplishments, including contracting for the design and construction of the Mono County Civic Center in Mammoth Lakes in an impossible timeframe of 24 months from concept to occupancy; and

WHEREAS, Tony is known in his department for his unique ability to solve problems with common sense, for his ability to take into account the perspective of other parties, and to be considerate of the work / life balance of his staff; and

WHEREAS, over his 14 years as a County employee, Tony grew into a strong and fair leader, providing support and understanding to his staff, boosting their morale, leading them by example through his own hard work, and - most importantly - keeping the break room stocked with delicious snacks; and

WHEREAS, Tony's work ethic, frank approach, integrity, and ability to get things done have made him a valuable contributor to the County;

NOW, THEREFORE, the Mono County Board of Supervisors proclaims its sincere appreciation for the 14 years of professional service Tony Dublino has provided to the County and wishes him the best of luck in all his future endeavors. The Board hopes to see him in the mountains where he is most at home.

APPROVED AND ADOPTED this 7th day of June, 2022, by the Mono County Board of Supervisors.

Jennifer Kreitz, Supervisor District #1

Rhonda Duggan, Supervisor District #2

Bob Gardner, Supervisor District #3

John Peters, Supervisor District #4

Stacy Corless, Supervisor District #5



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

REGULAR AGENDA REQUEST

Print

MEETING DATE June 7, 2022

Departments: Social Services

TIME REQUIRED 10 minutes

SUBJECT Elder Abuse Awareness Month
Proclamation

**PERSONS
APPEARING
BEFORE THE
BOARD**

Krista Cooper, Social Worker
Supervisor II; Victoria Mora, Senior
Services Aide

AGENDA DESCRIPTION:

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

Proposed proclamation to proclaim June 2022 as Elder Abuse Awareness Month.

RECOMMENDED ACTION:

Adopt proposed proclamation proclaiming June 2022 as Elder Abuse Awareness Month.

FISCAL IMPACT:

None.

CONTACT NAME: Krista Cooper

PHONE/EMAIL: 760-924-1762 / kcooper@mono.ca.gov

SEND COPIES TO:

Krista Cooper, kcooper@mono.ca.gov

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

<p>Click to download</p> <p> Proclamation</p>

History

Time	Who	Approval
5/31/2022 12:02 PM	County Counsel	Yes
5/11/2022 4:32 PM	Finance	Yes
6/3/2022 4:18 PM	County Administrative Office	Yes



A PROCLAMATION OF THE MONO COUNTY BOARD OF SUPERVISORS PROCLAIMING JUNE 2022 AS ELDER ABUSE AWARENESS MONTH

WHEREAS, Mono County's elder and dependent adults deserve to be treated with respect and dignity, to enable them to continue to live independently, to serve as leaders, mentors and volunteers who contribute to the vitality of the community and their families; and

WHEREAS, abuse of elder and dependent adults is a tragedy inflicted on vulnerable persons and an ever-increasing problem in today's society that crosses all socio-economic boundaries; and

WHEREAS, people 60 years or older make up about 22% of the population in the United States, are living longer lives, and are growing as a total percentage of the population; and

WHEREAS, Mono County Adult Protective Services receives approximately 60 reports of concern a year involving either dependent adults or persons aged 60+ who may be impacted by neglect, abuse, and financial exploitation and responds by investigating reports, providing supportive case management, and collaborating with community partners through Multi-Disciplinary Teams; and

WHEREAS, the Mono County District Attorney's Office, Sheriff's Office, and Mammoth Lakes Police Department are dedicated to protecting elder and dependent adults by promoting individual and public safety and justice; and

WHEREAS, the Eastern Sierra Area Agency on Aging and the Long-Term Care Ombudsman Programs are committed to working with community partners to raise awareness, increase reporting of elder abuse, and provide advocacy services to elders, including residents of long-term care facilities who are victims of elder abuse, neglect, and financial exploitation; and

WHEREAS, the Board of Supervisors asks that the public join by wearing purple on June 15, World Elder Abuse Awareness Day to bring community wide awareness about preventing abuse.

NOW, THEREFORE, BE IT PROCLAIMED, that in recognition of the important work done by the Mono County Department of Social Services, and all elder serving service providers, the Mono County Board of Supervisors proclaims June 2022 as Elder Abuse Awareness Month.

APPROVED AND ADOPTED this 7th day of June 2022, by the Mono County Board of Supervisors.

Jennifer Kreitz, Supervisor District #1

Rhonda Duggan, Supervisor District #2

Bob Gardner, Supervisor District #3

John Peters, Supervisor District #4

Stacy Corless, Supervisor District #5



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

REGULAR AGENDA REQUEST

Print

MEETING DATE June 7, 2022

Departments: Board of Supervisors

TIME REQUIRED 15 minutes

**PERSONS
APPEARING
BEFORE THE
BOARD**

Lauren Plum, Behavioral Health Staff
Services Analyst II

SUBJECT LGBTQ+ Pride Month Proclamation

AGENDA DESCRIPTION:

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

June is national LGBTQ+ Pride Month: proclamation recognizes our LGBTQ+ community members for enriching our community and raises awareness about the systemic discrimination experienced by LGBTQ+ minorities.

RECOMMENDED ACTION:

Adopt proclamation designating June 2022 as LGBTQ+ Month.

FISCAL IMPACT:

None.

CONTACT NAME: Lauren Plum

PHONE/EMAIL: 760-965-6748 / lplum@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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Staff Report
LGBTQ PRIDE POTLUCK
Proclamation

History

Time	Who	Approval
6/1/2022 3:54 PM	County Counsel	Yes
5/26/2022 1:54 PM	Finance	Yes

6/3/2022 4:18 PM

County Administrative Office

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 & Supervisor Stacy Corless
DATE: July 7, 2022

SUBJECT:

Mono County Designation of June as LBGTQ+ Pride Month

RECOMMENDATION:

Approve resolution designating June 2022 as LBGTQ+ Month.

DISCUSSION:

June is national LBGTQ+ Pride Month; the attached proclamation recognizes our LBGTQ+ community members for enriching our community and raises awareness on the systemic discrimination experienced by LBGTQ+ minorities.

FISCAL IMPACT:

None

SUBMITTED BY:

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

MONO COUNTY
BEHAVIORAL HEALTH
INVITES YOU!



Supporting You On Your Path
Apoyandote En Tu Camino

Celebrate
your pride!

LGBTQ+ PRIDE BBQ

SUNDAY

June 12, 2022

11:00 A.M. - 2:00 P.M.

SHADY REST, MAMMOTH LAKES

Free food, fun
games, &
arts & crafts,

www.mono.ca.gov/wellness



JUNE 2022
LESBIAN, GAY, BISEXUAL, TRANSGENDER, QUEER+ (LBGTQ+)
PRIDE MONTH PROCLAMATION

WHEREAS, Mono County strives to promote the principles of equality, inclusion, and justice for all people, recognizing that the diversity of our communities is one of our greatest strengths; and

WHEREAS, all people regardless of age, gender identity, race, color, religion, marital status, national origin, sexual orientation, or physical challenges have the right to be treated on the basis of their intrinsic value as human beings; and

WHEREAS, Mono County accepts and welcomes people of diverse backgrounds and believes a diverse population leads to a more vibrant community; and

WHEREAS, the LBGTQ+ communities contribute to the cultural, civic and economic successes of Mono County; and

WHEREAS, while we as a society at large are slowly embracing new definitions of sexuality and gender we must also acknowledge that the need for education and awareness remains vital to end discrimination and prejudice; and

WHEREAS, we acknowledge that the LBGTQ+ community has faced and continues to face systematic discrimination including restricted rights, social stigma, challenges accessing healthcare and other basic services, and who also suffer startling rates of violence, including suicide; and

WHEREAS, the mission of Mono County Behavioral Health is to encourage healing, growth, and personal development through whole person care and community connectedness; and

WHEREAS, Mono County Behavioral Health aims to help build a community in which businesses, schools, partner agencies, healthcare providers, and residents understand that they have the power to positively impact the mental health and well-being of our gender and sexuality minority members.

WHEREAS, Mono County observes June as a time to celebrate our dynamic LBGTQ+ community, raise awareness of quality services, and foster a dialogue to promote healthy, safe, and prosperous climates and communities for all; and

NOW, THEREFORE, the Mono County Board of Supervisors proclaims June 2022 as Lesbian, Gay, Bisexual, Transgender, Queer+ (LBGTQ+) Pride Month and encourage our residents to reflect on the ongoing struggle for equality members of the LBGTQ+ community



face and celebrate the contributions that enhance our county. Additionally, the Board celebrates the hard work and dedication of the Behavioral Health Department in addressing inclusion of LGBTQ+ communities through their monthly outreach programs and their 2nd Annual Pride BBQ to be held this year at Shady Rest Park on Sunday, June 12, 2022 from 11:00 a.m. to 2:00 p.m. Finally, the Board of Supervisors calls upon all members of our communities to recommit to increasing awareness and understanding of our LGBTQ+ community members.

APPROVED AND ADOPTED this 7th day of June 2022, by the Mono County Board of Supervisors.

Jennifer Kreitz, Supervisor District #1

Rhonda Duggan, Supervisor District #2

Bob Gardner, Supervisor District #3

John Peters, Supervisor District #4

Stacy Corless, Supervisor District #5



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE June 7, 2022

Departments: Information Technology

TIME REQUIRED

SUBJECT Update to Governing Body
Resolution for Purpose of CalOES
Grant Administration

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Mono County is a sub-grantee of the State of California for the Emergency Management Performance Grant (EMPG) and Homeland Security Grant Program (HSGP), which are managed by the California Governor's Office of Emergency Services (CalOES). CalOES requires the Board of Supervisors to appoint specific staff to execute for, and on behalf of the County for all actions related to the administration of these grants. The authorization of these specific staff is signified via the Governing Body Resolution (GBR) document which must be approved by the Board of Supervisors at least every three years.

RECOMMENDED ACTION:

Approve and authorize the Board Chair to sign the 2021-2023 Mono County Governing Body Resolution document for CalOES.

FISCAL IMPACT:

No immediate fiscal impact is associated with this item, however, the annual award to Mono County between the EMPG and HSGP grant programs is roughly \$210,000.

CONTACT NAME: Nate Greenberg

PHONE/EMAIL: (760) 924-1819 / ngreenberg@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[Staff Report](#)

[Governing Body Resolution](#)

History

Time	Who	Approval
5/27/2022 3:29 PM	County Counsel	Yes
6/2/2022 4:00 PM	Finance	Yes
6/3/2022 3:30 PM	County Administrative Office	Yes



INFORMATION TECHNOLOGY
COUNTY OF MONO

PO Box 7657 | 437 OLD MAMMOTH ROAD, STE. 228 MAMMOTH LAKES, CA 93546
(760) 924-1819 • FAX (760) 924-1697 • ngreenberg@mono.ca.gov

Nate Greenberg
Information Technology Director

June 7, 2022

To Honorable Board of Supervisors
From Nate Greenberg, Information Technology Director
Subject Update to CalOES Governing Body Resolution for purposes of Emergency Management Performance Grant and Homeland Security Grant Program administration

Recommendation

Authorize the Board Chair to sign the 2021-2023 Mono County Governing Body Resolution document for CalOES

Discussion

Mono County is a sub-grantee of the State of California for the Emergency Management Performance Grant (EMPG) and Homeland Security Grant Program (HSGP), which are managed by the California Governor's Office of Emergency Services (CalOES). CalOES requires the Board of Supervisors to appoint specific staff to execute for, and on behalf of the County for all actions related to the administration of these grants. The authorization of these specific staff is signified via the Governing Body Resolution (GBR) document which must be approved by the Board of Supervisors at least every three years.

Fiscal Impact

No immediate fiscal impact is associated with this item, however, the annual award to Mono County between the EMPG and HSGP grant programs is roughly \$210,000.

Strategic Plan Alignment

Mono County Strategic Priorities

- 1. Improve Public Safety & Health
- ✘ 2. Enhance Quality of Life for County Residents
- ✘ 3. Fiscally Health County & Regional Economy
- 4. Improve County Operations
- ✘ 5. Support the County Workforce

IT Strategic Initiatives

- ✘ 1. Customer Success
- ✘ 2. Infrastructure & Security
- ✘ 3. Systems, Applications, and Data
- 4. Communications

County of Mono
Governing Body Resolution

BE IT RESOLVED BY THE Board of Supervisors
(Governing Body)

OF THE County of Mono THAT
(Name of Applicant)

County Administrative Officer , OR
(Name or Title of Authorized Agent)

Assistant County Administrative Officer , OR
(Name or Title of Authorized Agent)

(Name or Title of Authorized Agent)

is hereby authorized to execute for and on behalf of the named applicant, a public entity established under the laws of the State of California, any actions necessary for the purpose of obtaining federal financial assistance provided by the federal Department of Homeland Security and subawarded through the State of California for the following Grant Awards:

- 2021 Homeland Security Grants Program (HSGP)
- 2021 Emergency Management Performance Grant (EMPG)
- 2022 Homeland Security Grants Program (HSGP)
- 2022 Emergency Management Performance Grant (EMPG)
- 2023 Homeland Security Grants Program (HSGP)
- 2023 Emergency Management Performance Grant (EMPG)

Passed and approved this Seventh day of June , 2022

Certification

I, Bob Gardner , duly appointed and
(Name)

Chair of the Board of Supervisors
(Title) (Governing Body)

do hereby certify that the above is a true and correct copy of a resolution passed and approved by

the Board of Supervisors of the County of Mono on the
(Governing Body) (Name of Applicant)

Seventh day of June , 2022

Chair, Mono County Board of Supervisors
(Official Position)

(Signature)

(Date)

Instruction Sheet for the Governing Body Resolution & Addendum to GBR

Purpose

The purpose of the Governing Body Resolution (GBR) is to appoint individuals to act on behalf of the governing body and the OA.

Note: Self Certifications are not accepted as a valid Governing Body Resolution. You cannot self certify that you are an authorized agent. Another Board member will need to sign the lower portion of the GBR.

Authorized Agent(s)

The Governing Body Resolution allows for the appointment of individuals or positions. **For each person or position appointed by the governing body, you must submit the following information, with the resolution, to Cal OES on the applicant's letterhead:**

- | | |
|------------------------------------|-----------------------|
| ☐ Name | ☐ Title |
| ☐ Jurisdiction | ☐ E-Mail Address |
| ☐ Street Address (City & Zip Code) | ☐ Phone & Fax Numbers |
-

Authorized Agent Changes

- If the Governing Body Resolution identified Authorized Agents by position and/or title, changes can be made by submitting new Authorized Agent information to Cal OES, as indicated above.
- If the Governing Body Resolution identified Authorized Agents by name, a new Resolution is needed when any changes are made. The information list above must also be submitted with the new Resolution.



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

REGULAR AGENDA REQUEST

Print

MEETING DATE June 7, 2022

Departments: Clerk of the Board

TIME REQUIRED

SUBJECT Appointment to Lee Vining Public
Utility District

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Pursuant to Public Utilities Code section 16003, the Lee Vining Public Utilities District (LVPUD) informed the Mono County Clerk of a vacancy on its governing board. Notice was made within 15 days of the effective date of the vacancy and was posted in three conspicuous places as required by Government Code section 1780. No applications were received by LVPUD within the 60-day time frame in which LVPUD board could have made the appointment. Subsequently, but within 90 days of the vacancy, the LVPUD received one application, from Joey Audenried. Under section 1780, the Board of Supervisors may make the appointment within the 90 period. Accordingly, the LVPUD is asking that the Board of Supervisors appoint Mr. Audenried as a member of the LVPUD governing board for a term ending November 30, 2022.

RECOMMENDED ACTION:

Appoint Joey Audenried to the Lee Vining Public Utility District governing board for a term ending November 30, 2022.

FISCAL IMPACT:

None.

CONTACT NAME: Scheereen Dedman

PHONE/EMAIL: 7609325538 / sdedman@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

<p>Click to download</p> <p> Joey Audenried Application</p>

History

Time

Who

Approval

5/27/2022 2:32 PM	County Counsel	Yes
5/11/2022 4:31 PM	Finance	Yes
6/3/2022 3:59 PM	County Administrative Office	Yes

MONO COUNTY APPLICATION FOR APPOINTMENT TO BOARDS/COMMISSIONS/COMMITTEES

DATE	3-22-2022
NAME	Joey Audencia
POSITION APPLIED FOR:	
P.V.D Board member	

RESIDENCE ADDRESS	
PHONE	
BUSINESS / MAILING ADDRESS	
PHONE	
OCCUPATION	Manager

How did you learn of the opening? Tim Banta

Please state briefly any experience of which you feel will be helpful when you serve in this appointment: Manage/run bussiness in town

Other information may be submitted by resume if desired.

Summary of background and skills: _____

Professional experience: NA

Education: High School

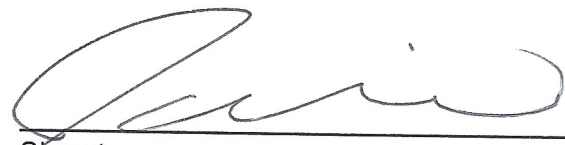
Professional and/or community organizations: NA

Personal interests and hobbies: hiking, fishing, camping,
mountain biking

Have you ever been convicted of a felony, which would disqualify you from appointment? If you are appointed and cannot be bonded as required, your appointment will be revoked. NO

If you desire a personal interview or wish to address the Board, you may contact the Board of Supervisor's Office directly at (760) 932-5533.

Please return application to: Clerk of the Board
County of Mono
P. O. Box 715
Bridgeport, CA 93517


Signature

3-22-22
Date



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE June 7, 2022

Departments: Behavioral Health

TIME REQUIRED

SUBJECT Agreement with Crestwood
Behavioral Health for Inpatient
Treatment

**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 Crestwood Behavioral Health, Inc. pertaining to Residential Treatment Services.

RECOMMENDED ACTION:

Approve and authorize Robert C. Lawton, County Administrative Officer (CAO), to sign contract with Crestwood Behavioral Health Inc. for Residential Treatment Services for the period July 1, 2022 through June 30, 2023 and a not-to-exceed amount of \$202,398.

FISCAL IMPACT:

This contract will be paid through the Mono County Behavioral Health 1991 and 2011 Mental Health Realignment Fund.

CONTACT NAME: Robin Roberts

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

SEND COPIES TO:

dmurray@mono.ca.gov

lcruz@mono.ca.gov

jworkman@mono.ca.gov

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[Crestwood FY 22-23 Staff Report](#)

[Crestwood FY 22-23 Contract](#)

History

Time	Who	Approval
5/27/2022 3:06 PM	County Counsel	Yes
6/2/2022 4:07 PM	Finance	Yes
6/3/2022 4:11 PM	County Administrative Office	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 Roberts, Mono County Behavioral Health, Director

DATE: June 7, 2022

SUBJECT:

Contract with Crestwood Behavioral Health, Inc. for the Provision of Residential Treatment Services

RECOMMENDED ACTION:

(1) Approve County entry into proposed contract and authorize CAO to execute said contract on behalf of the County. (2) Provide any desired direction to staff.

DISCUSSION:

As a part of the requirements for Mono County Behavioral Health to provide reasonable treatment for those who are conserved under the LPS act, we contract with providers in other counties to provide services we do not have available in our area.

Services shall be provided for the purpose of stabilizing symptoms of the severely mentally ill and promoting daily living and social skills for individuals to be able to return to a less restrictive setting in the community.

FISCAL IMPACT:

The total amount of this contract is \$202,398.00 and is not to exceed \$202,398.00 per 12-month period. The term of this agreement shall be from July 1, 2022, to June 30, 2023. This contract will be paid through the Mono County Behavioral Health 1991 and 2011 Mental Health Realignment Fund.

SUBMITTED BY:

Danielle Murray, Mono County Behavioral Health Fiscal and Technical Specialist, Contact:
760.924.4637

**AGREEMENT BETWEEN COUNTY OF MONO
AND CRESTWOOD BEHAVIORAL HEALTH, INC.
FOR THE PROVISION OF RESIDENTIAL TREATMENT SERVICES**

INTRODUCTION

WHEREAS, the County of Mono (hereinafter referred to as "County") may have the need for the residential treatment services of Crestwood Behavioral Health, Inc., of a Delaware corporation, located in Sacramento, California (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK

Contractor shall furnish to County, upon its request, those services and work set forth in Attachment A, attached hereto and by reference incorporated herein. Requests by County to Contractor to perform under this Agreement will be made by the Director of Behavioral Health, or an authorized representative thereof. Requests to Contractor for work or services to be performed under this Agreement will be based upon County's need for such services. County makes no guarantee or warranty, of any nature, that any minimum level or amount of services or work will be requested of Contractor by County under this Agreement. By this Agreement, County incurs no obligation or requirement to request from Contractor the performance of any services or work at all, even if County should have some need for such services or work during the term of this Agreement.

Services and work provided by Contractor at County's request under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, and county laws, ordinances, and resolutions. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those that are referred to in this Agreement.

This Agreement is subject to the following Exhibits (as noted) which are attached hereto, following all referenced Attachments, and incorporated by this reference. In the event of a conflict between the terms of an attached Exhibit and this Agreement, the terms of the Exhibit shall govern:

- Exhibit 1:** General Conditions (Construction)
- Exhibit 2:** Prevailing Wages
- Exhibit 3:** Bond Requirements
- Exhibit 4:** Invoicing, Payment, and Retention
- Exhibit 5:** Trenching Requirements
- Exhibit 6:** FHWA Requirements
- Exhibit 7:** CDBG Requirements
- Exhibit 8:** HIPAA Business Associate Agreement
- Exhibit 9:** Other _____

2. TERM

The term of this Agreement shall be from July 1, 2022, to June 30, 2023, unless sooner terminated as provided below.

3. CONSIDERATION

A. Compensation. County shall pay Contractor in accordance with the Schedule of Fees (set forth as Attachment B) for the services and work described in Attachment A that are performed by Contractor at County's request.

B. Travel and Per Diem. Contractor will not be paid or reimbursed for travel expenses or per diem that Contractor incurs in providing services and work requested by County under this Agreement, unless otherwise provided for in Attachment B.

C. No Additional Consideration. Except as expressly provided in this Agreement, Contractor shall not be entitled to, nor receive, from County, any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement. Specifically, Contractor shall not be entitled, by virtue of this Agreement, to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever.

D. Limit upon amount payable under Agreement. The total sum of all payments made by County to Contractor for services and work performed under this Agreement shall not exceed \$202,398, not to exceed \$202,398 in any twelve-month period, plus (for public works) the amount of any change order(s) approved in accordance with authority delegated by the Board of Supervisors (hereinafter referred to as "Contract Limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed that is in excess of the Contract Limit.

E. Billing and Payment. Contractor shall submit to County, on a monthly basis, an itemized statement of all services and work described in Attachment A, which were done at County's request. The statement to be submitted will cover the period from the first (1st) day of the preceding month through and including the last day of the preceding month. Alternatively, Contractor may submit a single request for payment corresponding to a single incident of service or work performed at County's request. All statements submitted in request for payment shall identify the date on which the services and work were performed and describe the nature of the services and work which were performed on each day. Invoicing shall be informative but concise regarding services and work performed during that billing period. Upon finding that Contractor has satisfactorily completed the work and performed the services as requested, County shall make payment to Contractor within 30 days of its receipt of the itemized statement. Should County determine the services or work have not been completed or performed as requested and/or should Contractor produce an incorrect statement, County shall withhold payment until the services and work are satisfactorily completed or performed and/or the statement is corrected and resubmitted.

If Exhibit 4 ("Invoicing, Payment, and Retention") is attached to this Agreement, then the language contained in 4 shall supersede and replace this Paragraph 3.E. in its entirety.

F. Federal and State Taxes.

(1) Except as provided in subparagraph (2) below, County will not withhold any federal or state income taxes or social security from any payments made by County to Contractor under the terms and conditions of this Agreement.

(2) County shall withhold California state income taxes from payments made under this Agreement to non-California resident independent contractors when it is anticipated that total annual payments to Contractor under this Agreement will exceed One Thousand Four Hundred Ninety-Nine dollars (\$1,499.00).

(3) Except as set forth above, County has no obligation to withhold any taxes or payments from sums paid by County to Contractor under this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. County has no responsibility or liability for payment of Contractor's taxes or assessments.

(4) The total amounts paid by County to Contractor, and taxes withheld from payments to non-California residents, if any, will be reported annually to the Internal Revenue Service and the California State Franchise Tax Board.

4. WORK SCHEDULE

Contractor's obligation is to perform, in a timely manner, those services and work identified in Attachment A that are requested by County. It is understood by Contractor that the performance of these services and work will require a varied schedule. Contractor, in arranging his/her schedule, will coordinate with County to ensure that all services and work requested by County under this Agreement will be performed within the time frame set forth by County.

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS

Any licenses, certificates, or permits required by the federal, state, county, or municipal governments, for Contractor to provide the services and work described in Attachment A must be procured by Contractor and be valid at the time Contractor enters into this Agreement. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, professional licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Contractor at no expense to County. Contractor will provide County, upon execution of this Agreement, with evidence of current and valid licenses, certificates and permits that are required to perform the services identified in Attachment A. Where there is a dispute between Contractor and County as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, County reserves the right to make such determinations for purposes of this Agreement.

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC

Contractor shall provide such office space, supplies, equipment, vehicles, reference materials, support services and telephone service as is necessary for Contractor to provide the services identified in Attachment A to this Agreement. 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.

7. COUNTY PROPERTY

A. Personal Property of County. Any personal property such as, but not limited to, protective or safety devices, badges, identification cards, keys, uniforms, vehicles, reference materials, furniture, appliances, etc. provided to Contractor by County pursuant to this Agreement is, and at the termination of this Agreement remains, the sole and exclusive property of County. Contractor will use reasonable care to protect, safeguard and maintain such items while they are in Contractor's possession. Contractor will be financially responsible for any loss or damage to such items, partial or total, that is the result of Contractor's negligence.

B. Products of Contractor's Work and Services. Any and all compositions, publications, plans, designs, specifications, blueprints, maps, formulas, processes, photographs, slides, videotapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual

presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind that are created, produced, assembled, compiled by, or are the result, product, or manifestation of, Contractor's services or work under this Agreement are, and at the termination of this Agreement shall remain, the sole and exclusive property of County. At the termination of the Agreement, Contractor will convey possession and title to all such properties to County.

8. WORKERS' COMPENSATION

- Contractor shall provide Statutory Workers' Compensation insurance coverage and Employer's Liability coverage for not less than \$1 million (\$1,000,000.00) per occurrence for all employees engaged in services or operations under this Agreement. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of County for all work performed by Contractor, its employees, agents, and subcontractors.
- Contractor is exempt from obtaining Workers' Compensation insurance because Contractor has no employees. Contractor shall notify County and provide proof of Workers' Compensation insurance to County within 10 days if an employee is hired. Such Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of County for all work performed by Contractor, its employees, agents, and subcontractors. Contractor agrees to defend and indemnify County in case of claims arising from Contractor's failure to provide Workers' Compensation insurance for employees, agents and subcontractors, as required by law.

9. INSURANCE

A. Contractor shall procure and maintain, during the entire term of this Agreement or, if work or services do not begin as of the effective date of this Agreement, commencing at such other time as may be authorized in writing by County's Risk Manager, the following insurance (as noted) against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work and/or services hereunder and the results of that work and/or services by Contractor, its agents, representatives, employees, or subcontractors:

- General Liability. A policy of Comprehensive General Liability Insurance which covers all the work and services to be performed by Contractor under this Agreement, including operations, products and completed operations, property damage, bodily injury (including death) and personal and advertising injury. Such policy shall provide limits of not less than \$1,000,000.00 per claim or occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project or the general aggregate limit shall be twice the required occurrence limit.
- Automobile/Aircraft/Watercraft Liability Insurance. A policy of Comprehensive Automobile/Aircraft/Watercraft Liability Insurance for bodily injury (including death) and property damage which provides total limits of not less than \$1,000,000.00 per claim or occurrence applicable to all owned, non-owned and hired vehicles/aircraft/watercraft. If the services provided under this Agreement include the transportation of hazardous materials/wastes, then the Automobile Liability policy shall be endorsed to include Transportation Pollution Liability insurance covering materials/wastes to be transported by Contractor pursuant to this Agreement. Alternatively, such coverage may be provided in Contractor's Pollution Liability policy.
- Professional Errors and Omissions Liability Insurance. A policy of Professional Errors and Omissions Liability Insurance appropriate to Contractor's profession in an amount of not less than \$1,000,000.00 per claim or occurrence or \$1,000,000.00 general aggregate. If coverage is written on a claims-made form then: (1) the "retro date" must be shown, and must be before the beginning

of contract work; (2) insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the contract work; and (3) if coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a “retro date” prior to the contract effective date, then Contractor must purchase “extended reporting” coverage for a minimum of five years after completion of contract work.

- Pollution Liability Insurance. A policy of Comprehensive Contractors Pollution Liability coverage applicable to the work being performed and covering Contractor’s liability for bodily injury (including death), property damage, and environmental damage resulting from “sudden accidental” or “gradual” pollution and related cleanup costs arising out of the work or services to be performed under this Agreement. Coverage shall provide a limit no less than \$1,000,000.00 per claim or occurrence or \$2,000,000.00 general aggregate. If the services provided involve lead-based paint or asbestos identification/remediation, the Pollution Liability policy shall not contain lead-based paint or asbestos exclusions.

B. Coverage and Provider Requirements. Insurance policies shall not exclude or except from coverage any of the services and work required to be performed by Contractor under this Agreement. The required policy(ies) of insurance shall be issued by an insurer authorized to sell such insurance by the State of California, and have at least a “Best’s” policyholder’s rating of “A” or “A+”. Prior to commencing any work under this agreement, Contractor shall provide County: (1) a certificate of insurance evidencing the coverage required; (2) an additional insured endorsement for general liability applying to County, its agents, officers and employees made on ISO form CG 20 10 11 85, or providing equivalent coverage; and (3) a notice of cancellation or change of coverage endorsement indicating that the policy will not be modified, terminated, or canceled without thirty (30) days written notice to County.

C. Primary Coverage. For any claim made related to this Agreement or work and/or services performed or provided by or on behalf of Contractor pursuant to this Agreement, Contractor’s insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as with respect to County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, or volunteers shall be excess of Contractor’s insurance and shall not contribute with it.

D. Deductible, Self-Insured Retentions, and Excess Coverage. Any deductibles or self-insured retentions must be declared and approved by County. If possible, Contractor’s insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to County, its officials, officers, employees, and volunteers; or Contractor shall provide evidence satisfactory to County guaranteeing payment of losses and related investigations, claim administration, and defense expenses. Any insurance policy limits in excess of the specified minimum limits and coverage shall be made available to County as an additional insured.

E. Subcontractors. Contractor shall require and verify that all subcontractors maintain insurance (including Workers’ Compensation) meeting all the requirements stated herein and that County is an additional insured on insurance required of subcontractors.

10. STATUS OF CONTRACTOR

All acts of Contractor, its agents, officers, and employees, relating to the performance of this Agreement, shall be performed as an independent contractor, and not as an agent, officer, or employee of County. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of, or exercise any right or power vested in, County, except as expressly provided by law or set forth in Attachment A. No agent, officer, or employee of County is to be considered an employee of Contractor. It is understood by both

Contractor and County that this Agreement shall not, under any circumstances, be construed to create an employer-employee relationship or a joint venture. As an independent contractor:

A. Contractor shall determine the method, details, and means of performing the work and services to be provided by Contractor under this Agreement.

B. Contractor shall be responsible to County only for the requirements and results specified in this Agreement, and except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement.

C. Contractor, its agents, officers and employees are, and at all times during the term of this Agreement shall represent and conduct themselves as, independent contractors, and not employees of County.

11. DEFENSE AND INDEMNIFICATION

Contractor shall defend with counsel acceptable to County, indemnify, and hold harmless County, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from or in connection with, the performance of this Agreement by Contractor, or Contractor's agents, officers, or employees. Contractor's obligation to defend, indemnify, and hold County, its agents, officers, and employees harmless applies to any actual or alleged personal injury, death, damage or destruction to tangible or intangible property, including the loss of use. Contractor's obligation under this Paragraph 11 extends to any claim, damage, loss, liability, expense, or other costs to the extent caused in whole or in part by any act or omission of Contractor, its agents, employees, supplier, or anyone directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable.

Contractor's obligation to defend, indemnify, and hold County, its agents, officers, and employees harmless under the provisions of this Paragraph 11 is not limited to, or restricted by, any requirement in this Agreement for Contractor to procure and maintain a policy of insurance and shall survive any termination or expiration of this Agreement.

12. RECORDS AND AUDIT

A. Records. Contractor shall prepare and maintain all records required by the various provisions of this Agreement, federal, state, county, municipal, ordinances, regulations, and directions. Contractor shall maintain these records for a minimum of four (4) years from the termination or completion of this Agreement. Contractor may fulfill its obligation to maintain records as required by this Paragraph 12 by substitute photographs, micrographs, or other authentic reproduction of such records.

B. Inspections and Audits. Any authorized representative of County shall have access to documents, papers, records, including financial records of Contractor for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by Contractor. Further, County has the right, at all reasonable times, to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.

13. NONDISCRIMINATION

During the performance of this Agreement, Contractor, its agents, officers, and employees shall not unlawfully discriminate in violation of any federal, state, or local law, against any employee, or applicant for employment, or person receiving services under this Agreement, because of race, religious creed, color, ancestry, national origin, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation.

Contractor and its agents, officers, and employees shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), and the applicable regulations promulgated thereunder in the California Code of Regulations. Contractor shall also abide by the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, and all administrative rules and regulations issued pursuant to said Act.

14. TERMINATION

This Agreement may be terminated by County without cause, and at will, for any reason by giving to Contractor thirty (30) calendar days written notice of such intent to terminate. Contractor may terminate this Agreement without cause, and at will, for any reason whatsoever by giving to County thirty (30) calendar days written notice of such intent to terminate.

Notwithstanding the foregoing, if this Agreement is subject to General Conditions (set forth as an Exhibit hereto), then termination shall be in accordance with the General Conditions and this Paragraph 14 shall not apply.

15. ASSIGNMENT

This is an agreement for the personal services of Contractor. County has relied upon the skills, knowledge, experience, and training of Contractor as an inducement to enter into this Agreement. Contractor shall not assign or subcontract this Agreement, or any part of it, without the express written consent of County. Further, Contractor shall not assign any moneys due or to become due under this Agreement without the prior written consent of County.

16. DEFAULT

If Contractor abandons the work, fails to proceed with the work or services requested by County in a timely manner, or fails in any way as required to conduct the work and services as required by County, then County may declare Contractor in default and terminate this Agreement upon five (5) days written notice to Contractor. Upon such termination by default, County will pay to Contractor all amounts owing to Contractor for services and work satisfactorily performed to the date of termination.

17. WAIVER OF DEFAULT

Waiver of any default by either party to this Agreement shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in Paragraph 23.

18. CONFIDENTIALITY

Contractor agrees to comply with various provisions of the federal, state, and county laws, regulations, and ordinances providing that information and records kept, maintained, or accessible by Contractor in the course of providing services and work under this Agreement, shall be privileged, restricted, or confidential. Contractor agrees to keep confidential, all such privileged, restricted or confidential information and records obtained in the course of providing the work and services under this Agreement. Disclosure of such information or records shall be made by Contractor only with the express written consent of County.

19. CONFLICTS

Contractor agrees that he/she has no interest, and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of the work and services under this Agreement. Contractor agrees to complete and file a conflict-of-interest statement.

20. POST-AGREEMENT COVENANT

Contractor agrees not to use any confidential, protected, or privileged information that is gained from County in the course of providing services and work under this Agreement, for any personal benefit, gain, or enhancement. Further, Contractor agrees for a period of two (2) years after the termination of this Agreement, not to seek or accept any employment with any entity, association, corporation, or person who, during the term of this Agreement, has had an adverse or conflicting interest with County, or who has been an adverse party in litigation with County, and concerning such, Contractor by virtue of this Agreement has gained access to County's confidential, privileged, protected, or proprietary information.

21. SEVERABILITY

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction, or if it is found in contravention of any federal, state, or county statute, ordinance, or regulation, then the remaining provisions of this Agreement, or the application thereof, shall not be invalidated thereby, and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

22. FUNDING LIMITATION

The ability of County to enter into this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to terminate, reduce, or modify this Agreement, or any of its terms within ten (10) days of notifying Contractor of the termination, reduction, or modification of available funding. Any reduction or modification of this Agreement effective pursuant to this provision must comply with the requirements of Paragraph 23.

23. AMENDMENT

This Agreement may be modified, amended, changed, added to, or subtracted from, by the mutual consent of the parties hereto, if such amendment or change order is in written form, and executed with the same formalities as this Agreement or in accordance with delegated authority therefor, and attached to the original Agreement to maintain continuity.

24. NOTICE

Any notice, communication, amendments, additions or deletions to this Agreement, including change of address of any party during the term of this Agreement, which Contractor or County shall be required, or may desire to make, shall be in writing and may be personally served, or sent by prepaid first-class mail or email (if included below) to the respective parties as follows:

County of Mono:
Robin K. Roberts, Director
Mono County Behavioral Health
P.O. BOX 2619
Mammoth Lakes, CA 93546

Contractor:

Crestwood Behavioral Health, Inc.
Attn: Elena Mashkevish, Executive Director of County Contracts
520 Capitol Mall, Ste 800
Sacramento, CA 95814-4716

25. COUNTERPARTS

This Agreement may be executed in two (2) or more counterparts (including by electronic transmission), each of which shall constitute an original, and all of which taken together shall constitute one and the same instrument.

26. ENTIRE AGREEMENT

This Agreement contains the entire agreement of the parties, and no representations, inducements, promises, or agreements otherwise between the parties not embodied herein or incorporated herein by reference, shall be of any force or effect. Further, no term or provision hereof may be changed, waived, discharged, or terminated, unless executed in writing by the parties hereto.

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS, EFFECTIVE AS OF THE DATE LAST SET FORTH BELOW, OR THE COMMENCEMENT DATE PROVIDED IN PARAGRAPH 2 OF THIS AGREEMENT, WHICHEVER IS EARLIER .

COUNTY OF MONO

CONTRACTOR

By: _____

By: _____

Title: _____

Title: _____

Dated: _____

Dated: _____

APPROVED AS TO FORM:

County Counsel

APPROVED BY RISK MANAGEMENT:

Risk Manager

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF MONO
AND CRESTWOOD BEHAVIORAL HEALTH, INC.
FOR THE PROVISION OF RESIDENTIAL TREATMENT SERVICES**

TERM:

FROM: July 1, 2022 TO: June 30, 2023

SCOPE OF WORK:

Contractor shall provide residential mental health rehabilitation treatment services to clients of Mono County Behavioral Health who are over the age of eighteen (18) years and who are eligible for specialized mental health services, in a manner prescribed by the laws of the State of California and in accordance with this Agreement.

Services shall be provided for the purpose of stabilizing symptoms of the severely mentally ill and promoting daily living and social skills in order for individuals to be able to return to a less restrictive setting in the community. Contractor shall provide mental health evaluation and treatment for mentally disordered persons admitted to the Contractor's facilities pursuant to this Agreement. The Contractor's professional staff and County case management staff shall determine and mutually agree to the length of stay for each patient.

County case management staff shall coordinate with Contractor's staff on a monthly basis for treatment planning, discharge and aftercare.

If services required by County patients exceed Contractor's capabilities, Contractor may utilize other facilities as mutually agreed upon by the County's Director of Health and Human Services, or designee and Contractor.

A. SERVICES TO BE PROVIDED:

Contractor warrants that it is a MENTAL HEALTH REHABILITATION CENTER (MHRC) and, accordingly, operates under Title 9, California Code of Regulations, Division 1, and the State Department of Mental Health' Policies and Directives.

Participation in MHRCs is limited to facilities that meet the licensing and certification requirements of the California Department of Health Service Licensing and Certification Division and the California Department of Mental Health. Specific "Basic Services" are outlined in Title 22, California Code of Regulations, which describes and defines programs that serve consumers who have a chronic psychiatric impairment and whose adaptive functioning is moderate impaired. Programs focus on the rehabilitation of adults with a history of mental illness who exhibit behaviors that are no adaptable to community placement.

The facility shall have the capability of providing all of the following special rehabilitation program services. Individual programs shall be provided based on the specific needs identified through patient assessments.

CONTRACTOR shall provide the following services which shall include but not be limited to:

1. Self-Help Skills Training
 - a) Personal care and use of medications
 - b) Money management

- c) Symptom management
- d) Drug and Alcohol education
- e) Use of public transportation
- f) Use of community resources
- g) Behavior control and impulse control
- h) Frustration tolerance
- i) Mental health education
- j) Physical fitness

2. Behavioral Intervention Training

- a) Behavior modification modalities
- b) Re-motivation therapy
- c) Patient government activities
- d) Group counseling
- e) Individual counseling

3. Interpersonal Relationships

- a) Social counseling
- b) Educational and recreational therapy
- c) Social activities such as outings, dances, etc.

4. Prevocational Preparation Services

- a) Homemaking
- b) Work activity
- c) Vocational counseling

5. Discharge Planning

- a) Pre-release planning
- b) Out-of-home placement
- c) Written Aftercare Plan

B. ANCILLARY SERVICES:

CONTRACTOR agrees to provide ancillary services which must be billed to the State and not the COUNTY for Medi-Cal clients. CONTRACTOR agrees to provide ancillary services for indigent or Medi-Cal not eligible clients which must be billed to the County.

These shall include, but not limited to:

- 1. Psychotropic medications prescribed only if on the Medi-Cal formulary and at the formulary reimbursement rate.
- 2. Relevant laboratory testing linked to medication efficacy and toxicity levels of psychotropic medications and dmg screens as needed at the Medi-Cal rate.
- 3. The CONTRACTOR shall provide discharged clients with all medications and necessary equipment (e.g. Insulin Syringes) for two weeks upon discharge. If client leaves against medical advice (AMA), the CONTRACTOR shall provide enough medication until client's first outpatient medication appointment.
- 4. Additional services that have been pre-approved by County Mental Health Services Administrator or the designee.

C. PROFESSIONAL SERVICES:

CONTRACTOR is to provide the following services to the client upon admission to facility:

1. Psychiatrist services, such as medication management, evaluation and assessment as mandated by State Licensing. Additional psychiatrist services beyond what is required by the State (and based on current symptoms and behaviors meeting medical necessity), and Title IX Medi-Cal Criteria.
2. Psychological services rendered by a licensed Psychologist for assessment and evaluation, as mandated by State Licensing. Additional psychological services beyond what is required by the State (and based on current symptoms and behaviors meeting medical necessity). All costs associated to the provision of any and all professional services shall be the sole responsibility of the CONTRACTOR.

D. STAFFING:

CONTRACTOR certifies that all personnel are trained, qualified, and hold appropriate licensure and certifications. The number and classification of personnel shall reflect the understandings reached during the negotiations of this Agreement and reasonable workload standards.

E. PROGRAM OBJECTIVES:

The objectives of the program shall be in accordance with the CONTRACTOR 'S approved Treatment Plan, and shall include: reduction of patient mental health symptoms and impairments, maintenance of physical well-being, control and reduction of temporary acute behavior problems, and increased functioning to the extent that a transfer to a less restrictive setting can be effected.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF MONO
AND CRESTWOOD BEHAVIORAL HEALTH, INC.
FOR THE PROVISION OF RESIDENTIAL TREATMENT SERVICES**

TERM:

FROM: July 1, 2022 TO: June 30, 2023

SCHEDULE OF FEES:

Patch/Enhancement Rate for Modesto is \$45.00 per day. Patch/Enhancement Rate for Sacramento is \$354.00 per day. Patch/Enhancement Rate for Fremont is \$154.00 per day.

<u>SNF/STP - IMD Designation</u>	<u>Room and Board/Per Diem</u>	<u>Patch/Enhancement</u>
Crestwood Wellness and Recovery Ctr	243.40	28.00
Redding IMD – 1122		51.00
NPI - 1194743088		67.00
		129.00
		Negotiated

<u>SNF/STP</u>	<u>Room and Board/Per Diem</u>	<u>Patch/Enhancement</u>
Crestwood Manor	Medi-Cal Published Rate	28.00
Stockton SNF/STP – 1104	*Indigent/Medi-Cal Ineligible	40.00
NPI - 1730128174		42.00
		67.00
		97.00
		129.00
		Negotiated

Crestwood Manor	Medi-Cal Published Rate	28.00
Modesto SNF - 1112	*Indigent/Medi-Cal Ineligible	45.00
NPI - 1508884487		67.00
		97.00
		129.00
		Negotiated

Crestwood Manor - Fremont	Medi-Cal Published Rate	28.00
Alameda SNF/STP - 1134	*Indigent/Medi-Cal Ineligible	36.00
NPI - 1902828403		67.00
		106.00
		154.00
		Negotiated

SNF**Room and Board/Per Diem****Patch/Enhancement**

Crestwood Treatment Center
 Fremont SNF - 1120
 NPI - 1942228838

Medi-Cal Published Rate
 *Indigent/Medi-Cal Ineligible

154.00
 Negotiated

The following rates include room and board, nursing care, special treatment program services, activity programs, OTC medications, dietary, etc. Physician services, pharmacy and other ancillary medical services are not included in the per diem rate and are separately billable in accordance with Title 9.

Mental Health Rehabilitation Centers**Crestwood Center**

Sacramento MHRC - 1106
 NPI - 1356411656

Level 1
 Level 2
 Level 3

389.00
 354.00
 321.00

Crestwood Behavioral Health Ctr

San Jose MHRC - 1107
 NPI - 1376623256

Level 1
 Level 2
 Level 3

424.00
 340.00
 331.00

Crestwood Behavioral Health Ctr

Eureka MHRC - 1110
 NPI - 1124046008

334.00

Crestwood Behavioral Health Ctr

Bakersfield MHRC - 1115
 NPI - 1275610800

Level (1:1)
 MIST
 Level 1
 Level 2
 Level 3

720.00
 450.00
 389.00
 354.00
 319.00

Crestwood C.E.N.T.E.R.

Angwin MHRC - 1116
 NPI - 1316024953

Level 1
 Level 2
 Level 3

380.00
 302.00
 249.00

Kingsburg Healing Center

Kingsburg MHRC - 1140
 NPI - 1073989661

Level 1
 Level 2
 Level 3

494.00
 437.00
 375.00

Bedhold

Current Rate minus Raw Food Cost**

Crestwood Recovery and Rehab

Vallejo MHRC - 1141
 NPI - 1508935834

Level 1
 Level 2
 Level 3
 Level 4

391.00
 332.00
 294.00
 276.00

Crestwood San Diego

San Diego MHRC - 1154
 NPI - 1295146934

Level 1
 Level 2
 Level 3

469.00
 402.00
 334.00

	Bedhold	Current Rate minus Raw Food Cost**
Crestwood Chula Vista	Level 1	469.00
Chula Vista MHRC - 1164	Level 2	402.00
NPI - 1023495181	Level 3	334.00
	Bedhold	Current Rate minus Raw Food Cost**
San Francisco Healing Center		519.00
San Francisco MHRC - 1166	Bedhold	Current Rate minus Raw Food Cost**
NPI - 1447758024		
Fallbrook Healing Center	Level 1	487.00
Fallbrook Healing - 1167	Level 2	417.00
NPI - 1639738297	Level 3	348.00
	Bedhold	Current Rate minus Raw Food Cost**
Champion Healing Center	MIST	550.00
Lompoc - 1170	Level 1	541.00
NPI - 31487282273	Level 2	458.00
	Level 3	380.00

** Bed hold rate raw food reduction is \$8.73 for FY 21/22

The following rates include room and board, nursing care, special treatment program services, activity program, OTC medications, dietary, etc. Physician services, pharmacy and other ancillary medical services are not included in the per diem rate and are separately billable in accordance with Title 22.

<u>Psychiatric Health Facilities</u>	<u>Room and Board/Per Diem</u>	<u>Room and Board/Per Diem for indigent client</u>
Crestwood Psychiatric Health Facility American River PHF - 1153 NPI - 1972827343	963.00	1,113.00
Crestwood Psychiatric Health Facility Sacramento PHF - 1156 NPI - 1669734075	963.00	1,113.00
Crestwood Psychiatric Health Facility San Jose PHF - 1157 NPI - 1598065047	1,125.00	1,275.00

Crestwood Psychiatric Health Facility Bakersfield PHF - 1158 NPI - 1194034645	1,038.00	1,188.00
Crestwood Solano PHF Psych Health Facility Solano PHF - 1159 NPI - 1780009142	1,038.00	1,188.00
Crestwood Sonoma PHF Psych Health Facility Sonoma PHF - 1175	1,040.00	1,190.00

Adult-Residential Facilities/Social Rehabilitation Center **Patch/Enhancement Per Day**

Pathways Eureka Pathways RTF - 1125 NPI - 1811374564	218.00
Our House Solano Our House ARF - 1136 NPI - 1750452199	165.00
Bridge Program - Bakersfield Bakersfield Bridge TRTP - 1137 NPI - 1265501597	230.00
American River Residential Services American River ARF - 1139 NPI - 1104905645	165.00
Bridge Program - Pleasant Hill Pleasant Hill Bridge ARF - 1143 NPI - 1669543005	165.00
The Pathway Pleasant Hill Pathway RTF - 1144 NPI - 1578634911	223.00
Bridge Program Fresno Fresno Bridge RTF - 1145 NPI - 1093892663	230.00

Crestwood Hope Center 165.00
Vallejo RCFE - 1152
NPI - 1962702324

Hummingbird Healing House 182.00
San Diego - 1168
NPI - 1992206734

See Attachment B1, incorporated herein by this reference (optional).

**AGREEMENT BETWEEN COUNTY OF MONO
AND CRESTWOOD BEHAVIORAL HEALTH, INC.
FOR THE PROVISION OF RESEDENTIAL TREATMENT SERVICES**

HIPAA BUSINESS ASSOCIATE AGREEMENT

This Attachment shall constitute the Business Associate Agreement (the “Agreement”) between Crestwood Behavioral Health, Inc., (the “Business Associate”) and the County of Mono (the “Covered Entity”), and applies to the functions Business Associate will perform on behalf of Covered Entity (collectively, “Services”), that are identified in the Master Agreement (as defined below).

1. **Purpose.** This Agreement is intended to ensure that the Business Associate will establish and implement appropriate privacy and security safeguards with respect to “Protected Health Information” (as defined below) that the Business Associate may create, receive, use, or disclose in connection with the Services to be provided by the Business Associate to the Covered Entity, and that such safeguards will be consistent with the standards set forth in regulations promulgated under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”) as amended by the Health Information Technology for Economic and Clinical Health Act as set forth in Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (“HITECH Act”).

2. **Regulatory References.** All references to regulatory Sections, Parts and Subparts in this Agreement are to Title 45 of the Code of Federal Regulations as in effect or as amended, and for which compliance is required, unless otherwise specified.

3. **Definitions.** Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms defined in Sections 160.103, 164.304 and 164.501.

(a) Business Associate. “Business Associate” shall mean the party identified above as the “Business Associate”.

(b) Breach. “Breach” shall have the same meaning as the term “breach” in Section 164.402.

(c) Covered Entity. “Covered Entity” shall mean the County of Mono, a hybrid entity, and its designated covered components, which are subject to the Standards for Privacy and Security of Individually Identifiable Health Information set forth in Parts 160 and 164.

(d) Designated Record Set. “Designated Record Set” shall have the same meaning as the term “designated record set” in Section 164.501.

(e) Electronic Protected Health Information. “Electronic Protected Health Information” (“EPHI”) is a subset of Protected Health Information and means individually identifiable health information that is transmitted or maintained in electronic media, limited to the information created, received, maintained or transmitted by Business Associate from or on behalf of Covered Entity.

(f) Individual. “Individual” shall have the same meaning as the term “Individual” in Section 160.103 and shall include a person who qualifies as a personal representative in accordance with Section 164.502(g).

(g) Master Agreement. “Master Agreement” shall mean the contract or other agreement

to which this Attachment is attached and made a part of.

(h) Minimum Necessary. “Minimum Necessary” shall mean the minimum amount of Protected Health Information necessary for the intended purpose, as set forth at Section 164.514(d)(1): *Standard: Minimum Necessary Requirements*.

(i) Privacy Rule. “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at Part 160 and Part 164, Subparts A and E.

(j) Protected Health Information. “Protected Health Information” shall have the same meaning as the term “protected health information” in Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

(k) Required By Law. “Required by law” shall have the same meaning as the term “required by law” in Section 164.103.

(l) Secretary. “Secretary” shall mean the Secretary of the United States Department of Health and Human Services (“DHHS”) or his/her designee.

(m) Security Incident. “Security Incident” shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system, but does not include minor incidents that occur on a daily basis, such as scans, “pings”, or unsuccessful random attempts to penetrate computer networks or servers maintained by Business Associate.

(n) Security Rule. “Security Rule” shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 160 and Part 164, Subparts A and C.

(o) Unsecured Protected Health Information. “Unsecured Protected Health Information” shall have the same meaning as the term “unsecured protected health information” in Section 164.402, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

4. **Compliance with the HIPAA Privacy and Security Rules.**

(a) Business Associate acknowledges that it is required by Sections 13401 and 13404 of the HITECH Act to comply with the HIPAA Security Rule, Sections 164.308 through 164.316, and the use and disclosure provisions of the HIPAA Privacy Rule, Sections 164.502 and 164.504.

(b) Business Associate agrees not to use or further disclose Protected Health Information other than as permitted or required by this Agreement, or as required by law.

5. **Permitted Uses and Disclosures.**

(a) Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity for the purposes specified in Attachment A to this Exhibit, which if completed and attached hereto is incorporated by reference, or as otherwise specified in the Scope of Work (Attachment A) of the Master Agreement, subject to limiting use and disclosure to applicable minimum necessary rules, regulations and statutes and provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity.

(b) Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

(c) Except as otherwise limited in this Agreement, Business Associate may disclose Protected Health Information for the proper management and administration of the Business

Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

(d) Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by Section 164.504(e)(2)(i)(B).

(e) Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities consistent with Section 164.502(j).

6. Appropriate Safeguards.

(a) Business Associate agrees to use appropriate safeguards to prevent the use or disclosure of Protected Health Information other than as provided for by this Agreement. Appropriate safeguards shall include implementing administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Protected Health Information that is created, received, maintained or transmitted on behalf of the Covered Entity and limiting use and disclosure to applicable minimum necessary rules, regulations and statutes.

(b) To the extent practicable, Business Associate will secure all Protected Health Information by technological means that render such information unusable, unreadable, or indecipherable to unauthorized individuals and in accordance with any applicable standards or guidance issued by the Department of Health and Human Services under Section 13402 of the HITECH Act.

7. Reporting Unauthorized Uses and Disclosures.

(a) Business Associate agrees to notify Covered Entity of any breach, or security incident involving Unsecured Protected Health Information of which it becomes aware, including any access to, or use or disclosure of Protected Health Information not permitted by this Agreement. Such notification will be made within five (5) business days after discovery and will include, to the extent possible, the identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, used or disclosed, a description of the Protected Health Information involved, the nature of the unauthorized access, use or disclosure, the date of occurrence, and a description of any remedial action taken or proposed to be taken by Business Associate. Business Associate will also provide to Covered Entity any other available information that the Covered Entity is required to include in its notification to the Individual under Section 164.404(c) at the time of the initial report or promptly thereafter as the information becomes available.

(b) In the event of a request by law enforcement under Section 164.412, Business Associate may delay notifying Covered Entity for the applicable timeframe.

(c) A breach or unauthorized access, use, or disclosure shall be treated as discovered by the Business Associate on the first day on which such unauthorized access, use, or disclosure is known, or should reasonably have been known, to the Business Associate or to any person, other than the individual committing the unauthorized disclosure, that is an employee, officer, subcontractor, agent or other representative of the Business Associate.

(d) In meeting its obligations under this section, it is understood that Business Associate

is not acting as the Covered Entity's agent. In performance of the work, duties, and obligations and in the exercise of the rights granted under this Agreement, it is understood and agreed that Business Associate is at all times acting as an independent contractor in providing services pursuant to this Agreement and the Master Agreement.

8. Mitigating the Effect of a Breach, Security Incident, or Unauthorized Access, Use or Disclosure of Unsecured Protected Health Information.

(a) Business Associate agrees to mitigate, to the greatest extent possible, any harm that results from the breach, security incident, or unauthorized access, use or disclosure of Unsecured Protected Health Information by Business Associate or its employees, officers, subcontractors, agents, or other representatives.

(b) Following a breach, security incident, or any unauthorized access, use or disclosure of Unsecured Protected Health Information, Business Associate agrees to take any and all corrective action necessary to prevent recurrence, to document any such action, and to make said documentation available to Covered Entity.

(c) Except as required by law, Business Associate agrees that it will not inform any third party of a breach or unauthorized access, use or disclosure of Unsecured Protected Health Information without obtaining the Covered Entity's prior written consent. Covered Entity hereby reserves the sole right to determine whether and how such notice is to be provided to any Individuals, regulatory agencies, or others as may be required by contract terms, as well as the contents of such notice.

9. Indemnification.

(a) Business Associate agrees to hold harmless, defend at its own expense, and indemnify Covered Entity for the costs of any mitigation undertaken by Business Associate pursuant to Section 8, above.

(b) Business Associate agrees to assume responsibility for any and all costs associated with the Covered Entity's notification of Individuals affected by a breach or unauthorized access, use or disclosure by Business Associate or its employees, officers, subcontractors, agents or other representatives when such notification is required by any state or federal law or regulation, or under any applicable contract to which Covered Entity is a party.

(c) Business Associate agrees to hold harmless, defend at its own expense and indemnify Covered Entity and its respective employees, directors, officers, subcontractors, agents or other members of its workforce (each of the foregoing hereinafter referred to as "Indemnified Party") against all actual and direct losses suffered by the Indemnified Party and all liability to third parties arising from or in connection with any breach of this Agreement or from any acts or omissions related to this Agreement by Business Associate or its employees, directors, officers, subcontractors, agents or other members of its workforce. Accordingly, on demand, Business Associate shall reimburse any Indemnified Party for any and all actual and direct losses, liabilities, fines, penalties, costs or expenses (including reasonable attorneys' fees) which may for any reason be imposed upon any Indemnified Party by reason of any suit, claim, action, proceeding or demand by any third party which results from the Business Associate's acts or omissions hereunder. Business Associate's obligation to indemnify any Indemnified Party shall survive the expiration or termination of this Agreement.

10. Individuals' Rights.

(a) Business Associate agrees to provide access, at the request of Covered Entity, and in the time and manner designated by the Covered Entity, to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual, or a person or entity designated by the Individual in order to meet the requirements under Section 164.524 and HITECH Act Section 13405(e)(1).

(b) Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to make pursuant to Section 164.526, at the request of Covered Entity or an Individual, and in the time and manner designated by the Covered Entity.

(c) Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.

(d) Business Associate agrees to provide to Covered Entity or an Individual, in the time and manner designated by Covered Entity, information collected in accordance with Section 10(c) of this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.

(e) Business Associate agrees to comply with any restriction to the use or disclosure of Protected Health Information that Covered Entity agrees to in accordance with Section 164.522.

11. Obligations of Covered Entity.

(a) Covered Entity shall provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with Section 164.520, as well as any changes to such notice.

(b) Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, if such changes affect Business Associate's permitted or required uses and disclosures.

(c) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with Section 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

12. Agents and Subcontractors of Business Associate.

(a) Business Associate agrees to ensure that any agent, subcontractor, or other representative to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, agrees in writing to the same restrictions, conditions and requirements that apply through this Agreement to Business Associate with respect to such information, including the requirement to promptly notify the Business Associate of any instances of unauthorized access to or use or disclosure of Protected Health Information of which it becomes aware. Upon request, Business Associate shall provide copies of such agreements to Covered Entity.

(b) Business Associate shall implement and maintain sanctions against any agent, subcontractor or other representative that violates such restrictions, conditions or requirements and shall mitigate the effects of any such violation.

13. Audit, Inspection, and Enforcement.

(a) Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity, available to any state or federal agency, including the Secretary, for the purposes of determining compliance with HIPAA and any related regulations or official guidance.

(b) With reasonable notice, Covered Entity and its authorized agents or contractors may audit and/or examine Business Associate's facilities, systems, policies, procedures, and documentation relating to the security and privacy of Protected Health Information to determine compliance with the terms of this Agreement. Business Associate shall promptly correct any violation of this Agreement found by Covered Entity and shall certify in writing that the correction has been made. Covered Entity's failure to detect any unsatisfactory practice does not constitute acceptance of the practice or a waiver of Covered Entity's enforcement rights under this Agreement.

14. Permissible Requests by Covered Entity. Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

15. Term and Termination.

(a) The terms of this Agreement shall remain in effect for the duration of all services provided by Business Associate under the Master Agreement and for so long as Business Associate remains in possession of any Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity unless Covered Entity has agreed in accordance with this section that it is not feasible to return or destroy all Protected Health Information.

(b) Upon termination of the Master Agreement, Business Associate shall recover any Protected Health Information relating to the Master Agreement and this Agreement in its possession and in the possession of its subcontractors, agents or representatives. Business Associate shall return to Covered Entity, or destroy with the consent of Covered Entity, all such Protected Health Information, in any form, in its possession and shall retain no copies. If Business Associate believes it is not feasible to return or destroy the Protected Health Information, Business Associate shall so notify Covered Entity in writing. The notification shall include: (1) a statement that the Business Associate has determined that it is not feasible to return or destroy the Protected Health Information in its possession, and (2) the specific reasons for such determination. If Covered Entity agrees in its sole discretion that Business Associate cannot feasibly return or destroy the Protected Health Information, Business Associate shall ensure that any and all protections, requirements and restrictions contained in the Master Agreement and this Agreement shall be extended to any Protected Health Information for so long as Business Associate maintains such Protected Health Information, and that any further uses and/or disclosures will be limited to the purposes that make the return or destruction of the Protected Health Information infeasible.

(c) Covered entity may immediately terminate the Master Agreement if it determines that Business Associate has violated a material term of this Agreement.

16. Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity and Business Associate to

comply with the requirements of the HIPAA Privacy and Security Rules and the HITECH Act.

17. **Entire Agreement.** This Attachment constitutes the entire HIPAA Business Associate Agreement between the parties, and supersedes any and all prior HIPAA Business Associate Agreements between them.

18. **Notices.**

(a) All notices required or authorized by this Agreement shall be in writing and shall be delivered in person or by deposit in the United States mail, by certified mail, postage prepaid, return receipt requested. Any notice sent by mail in the manner prescribed by this paragraph shall be deemed to have been received on the date noted on the return receipt or five days following the date of deposit, whichever is earlier.

(b) Any mailed notice, demand, request, consent, approval or communication that Covered Entity desires to give to Business Associate shall be addressed to Business Associate at the mailing address set forth in the Master Agreement.

(c) Any mailed notice, demand, request, consent, approval or communication that Business Associate desires to give to Covered Entity shall be addressed to Covered Entity at the following address:

Mono County Privacy Officer
Office of County Counsel
P.O. Box 2415
Mammoth Lakes, CA 93546

(d) For purposes of subparagraphs (b) and (c) above, either party may change its address by notifying the other party of the change of address.

19. **Lost Revenues; Penalties/Fines.**

(a) Lost Revenues. Business Associate shall make Covered Entity whole for any revenues lost arising from an act or omission in billing practices by Business Associate.

(b) Penalties/Fines for Failure to Comply with HIPAA. Business Associate shall pay any penalty or fine assessed against Covered Entity arising from Business Associate's failure to comply with the obligations imposed by HIPAA.

(c) Penalties/Fines (other). Business Associate shall pay any penalty or fine assessed against Covered Entity arising from Business Associate's failure to comply with all applicable Federal or State Health Care Program Requirements, including, but not limited to any penalties or fines which may be assessed under a Federal or State False Claims Act provision.

HIPAA BUSINESS ASSOCIATE PROVISIONS

Attachment A to Attachment 8

As provided in Paragraph 5 of this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity for the purposes specified below, or as otherwise specified in the Master Agreement authorizing functions, activities, or services for, or on behalf of, Covered Entity, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity.

Authorized Purposes (in any in addition to the purposes set forth in the Scope of Work):

THIS IS AN OPTIONAL COMPONENT TO THE AGREEMENT AND DEFAULTS TO THE MASTER AGREEMENT SCOPE IF NOT USED.



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

REGULAR AGENDA REQUEST

Print

MEETING DATE June 7, 2022

Departments: Public Works - Solid Waste

TIME REQUIRED 5 Minutes

**PERSONS
APPEARING
BEFORE THE
BOARD**

Justin Nalder, Solid Waste
Superintendent

SUBJECT Solid Waste Fee - Annual Extension
and Agreement with Town of
Mammoth Lakes

AGENDA DESCRIPTION:

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

Consistent with applicable provisions of the Government Code, the Board of Supervisors must annually renew the Solid Waste Fee to continue the County's assessment of fees on developed land within the unincorporated areas of Mono County and, under agreement with the Town Council, on lands within the Town of Mammoth Lakes.

RECOMMENDED ACTION:

1. Approve and authorize the Chair's signature on Resolution No. R22-____, Extending and Re-Establishing the Mono County Solid Waste Fee Program for Fiscal Year 2022-2023. 2. Approve and authorize the Chair's signature on Solid Waste Fee Agreement with the Town of Mammoth Lakes for the period of July 1, 2022 through June 30, 2023.

FISCAL IMPACT:

Countywide, approximately \$800,000 in revenue from fees and interest per year.

CONTACT NAME: Justin Nalder

PHONE/EMAIL: 17609325453 / jnalder@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
<input type="checkbox"/> SW Parcel Fee - Staff Report
<input type="checkbox"/> SW Parcel Fee Resolution - Ex 1
<input type="checkbox"/> Schedule A - Parcel Fees
<input type="checkbox"/> SW Parcel Fee Agr TOML - Ex 2

History

Time	Who	Approval
6/1/2022 4:21 PM	County Counsel	Yes
6/2/2022 3:49 PM	Finance	Yes
6/3/2022 3:30 PM	County Administrative Office	Yes



MONO COUNTY DEPARTMENT OF PUBLIC WORKS SOLID WASTE DIVISION

POST OFFICE BOX 457 • 74 NORTH SCHOOL STREET • BRIDGEPORT, CALIFORNIA 93517
760.932.5440 • FAX 760.932.5441 • monopw@mono.ca.gov • www.monocounty.ca.gov

Date: June 7, 2022
To: Honorable Chair and Members of the Board of Supervisors
From: Justin Nalder, Solid Waste Superintendent
Subject: Solid Waste Parcel Fee Program, FY22-23; Solid Waste Fee Agreement with the Town of Mammoth Lakes

Recommended Action:

1. Approve and authorize the Chair's signature on Resolution No. R22-_____ "A Resolution of the Mono County Board of Supervisors Extending and Re-Establishing the Mono County Solid Waste Fee Program for Fiscal Year 2022-2023."
2. Approve and authorize the Chair's signature on Solid Waste Fee Agreement with the Town of Mammoth Lakes for the Period of July 1, 2022 through June 30, 2023."

Fiscal Impact:

Countywide, approximately \$800,000 in revenue from fees and interest per year.

Discussion:

Consistent with applicable provisions of the Government Code, the Board of Supervisors must annually renew the Solid Waste Fee to continue the County's assessment of fees on developed land within the unincorporated areas of Mono County and, under agreement with the Town Council, on lands within the Town of Mammoth Lakes.

Adoption of the proposed resolution will provide for a status quo program with no increase to the existing \$60 base fee. Therefore, these are not considered new or increased fees, and as such, the program does not require additional consideration under Proposition 218.

Approval of the proposed resolution and agreement (attached to this report as Exhibits 1 and 2) will authorize the continuation of the Solid Waste Fee program in unincorporated Mono County, as well as within the Town of Mammoth Lakes, for the Period of July 1, 2022 through June 30, 2023. There are no proposed changes to the fee schedule for FY 22-23.

The resolution authorizing the Solid Waste Fee Program (see Exhibit 1) will provide for a continuation of the same fee that has been collected by Mono County since 1991, which is based on a \$60 Residential Equivalency Factor (REF). The Solid Waste Fees (as collected on the tax bill) are utilized to satisfy environmental monitoring requirements and closure, post-closure, and corrective action financial assurance requirements for the County's landfills. Remaining fees are used by the Solid Waste Enterprise Fund to offset expenses related to the countywide solid waste program such as recycling programs, HHW management, and operation of the County's disposal sites.

If you have any questions regarding this item, please contact me at (760) 932-5453.

Respectfully submitted,



Justin Nalder
Solid Waste Superintendent / Environmental Manager

Attachments: Exhibit 1 – Draft Resolution Extending and Re-Establishing the Mono County Solid Waste Fee Program for Fiscal Year 2022-2023
 Attachment 1 - Schedule A
 Exhibit 2 - Solid Waste Fee Agreement with the Town of Mammoth Lakes for the Period of July 1, 2022 through June 30, 2023.



R21 – _____

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS
EXTENDING AND RE-ESTABLISHING THE MONO COUNTY
SOLID WASTE FEE PROGRAM FOR FISCAL YEAR 2022-2023**

WHEREAS, pursuant to Section 25830 of the Government Code, on or before the first day of July of each year, the Board of Supervisors may by resolution or ordinance establish a schedule of fees to be imposed upon lands within the County in order to pay for County waste disposal and related services; and

WHEREAS, in past years, Mono County has imposed and collected a schedule of fees consistent with the requirements of Section 25830 of the Government Code, against both unincorporated land in the County and, with the agreement and consent of the Town Council of the Town of Mammoth Lakes, against land in the Town of Mammoth Lakes; and

WHEREAS, the Board of Supervisors intends by this resolution to simply extend such existing fees and not to impose any new or increased fees that would be subject to Proposition 218.

NOW, THEREFORE, BE IT RESOLVED, ORDERED, AND FOUND by the Mono County Board of Supervisors as follows:

SECTION ONE: The program and schedule of solid waste fees imposed by Resolution No. R21-33 is hereby re-established and extended, effective July 1, 2022, against land within the County of Mono, including land within the Town of Mammoth Lakes, pursuant to the **SOLID WASTE FEE AGREEMENT WITH THE TOWN OF MAMMOTH LAKES FOR THE PERIOD OF JULY 1, 2022 THROUGH JUNE 30, 2023.**

SECTION TWO: Each parcel of land and each of the various waste-generating uses on each parcel in the County of Mono shall be identified.

SECTION THREE: The “residential equivalent” for determination of the fee on lands containing a single-family dwelling is hereby established as one (1.00). Each parcel or each waste-generating use on each parcel, or both (as identified herein), shall be accorded the appropriate “residential equivalent” on the basis of “Schedule A,” attached hereto and entitled

1 “Solid Waste Generation Factors for Selected Land Uses.” “Schedule A” is incorporated
2 herein by this reference as if fully set forth and is made a part of the program established by
3 this Resolution.

4 **SECTION FOUR:** Annual fees shall be charged to the identified lands or uses based
5 on Sixty and NO/100 Dollars (\$60.00) for each “residential equivalent.”

6 **SECTION FIVE:** The Mono County “Solid Waste Fee Program” shall be
7 administered and operated in accordance with the following policies:

8
9 A. General Provisions.

- 10 (1) There shall be only one fee for each waste-generating use on a parcel of
11 property. For example, if the landowner is assessed for all uses on his
12 parcel, the individual waste generating persons or entities using that
13 parcel shall not be assessed.
14 (2) Unless the Public Works Director determines that it is fair and equitable
15 to impose a fee on individual persons or entities generating waste on a
16 parcel, the landowner shall be charged the full amount due as a result of
17 such waste generation.

18 B. Residential Uses.

- 19 (1) Each owner of a single-family residence shall pay a fee calculated at the
20 rate of “one residential unit” or sixty dollars (\$60.00) per year.
21 (2) If it is established that the residence is used fewer than 90 days each
22 year, the owner shall be charged a fee at the rate of one-fourth (0.25) of
23 a “residential unit,” or fifteen dollars (\$15.00) per year. If it is
24 established that the residence is used six months or less, but more than
25 three months, the owner shall be charged a fee at the rate of one-half
26 (0.5) of a “residential unit,” or thirty dollars (\$30.00) per year.
27 (3) Mobile homes and individual units in apartments and condominiums
28 shall be charged a fee in accordance with “Schedule A” and Section
29 5.B.2 of this Resolution.
30 (4) The minimum fee for residential use shall not be less than one-fourth
31 the yearly rate for a “residential unit,” or fifteen dollars (\$15.00) per
32 year.

C. Other Uses.

- (1) Motels, Hotels, Lodges, and Campgrounds shall be charged a fee in
accordance with a factor established by the “residential equivalent”

1 assigned in "Schedule A." Occupancy rate and months open for
2 business may be taken into consideration.

- 3 (2) Ranches and/or farms that dispose their waste on-site, in accordance
4 with Mono County Health Department approvals, shall not be charged a
5 fee.
6 (3) Except as specified or clarified in Section 5.D, all other uses shall be
7 charged a fee on the basis of the "residential equivalent factor" as set
8 forth in this Resolution and "Schedule A."

9 D. Multiple or Complex Uses.

- 10 (1) Except as "Schedule A" may specifically assign a "residential
11 equivalent factor" for the entire use (e.g., ski base lodge), where a single
12 business entity operates or leases more than one type of waste
13 generating business or use in a single building, the owner of the land or
14 business shall be charged a fee on the basis of the use which has the
15 highest "residential equivalent factor" and the assessment shall be the
16 total thereof.
17 (2) Except as "Schedule A" may specifically assign a "residential
18 equivalent factor" to the entire use (e.g., shopping center), where
19 individual waste generating entities operate in more than one building
20 on one or more parcels, each waste generating use shall be assigned the
21 highest "residential equivalent factor" and the fee shall be the total
22 thereof.

23 E. There shall be no fee on unimproved parcels where waste is not generated.

24 F. There shall be no fee for Special Districts of the County that receive less than
25 six-tenths of one percent (0.6%) of the countywide property tax allocation.

26 G. Billing and Collection.

- 27 (1) The Public Works Director shall establish the appropriate fee. The
28 billings for fees shall be based on the ownership status and uses of each
29 parcel as of the first day of March preceding the fiscal year for which
30 the fee is charged.
31 (2) The Mono County Treasurer-Tax Collector shall collect fee payments
32 through the property tax billing system or, for properties not otherwise
receiving a tax bill, the Public Works Department may bill for and
collect fee payments by invoice.

1 H. Appeals.

- 2 (1) A property or business entity who or which has reason to believe that
3 there should be no fee, that the “residential equivalent factor” has been
4 improperly determined, or that the amount of the fee has been
5 incorrectly calculated, may request the appropriate changes by notifying
6 the Public Works Director in writing of the request no later than 60 days
7 following the date of billing.
- 8 (2) The Public Works Director shall, within 20 days following receipt of the
9 written request, review the facts presented and certified to by the
10 property owner or business entity and grant or deny the request. If the
11 request is granted, the Public Works Director shall prepare an
12 appropriately modified billing, if necessary. Modified billings shall be
13 due and payable no later than 60 days following the billing date.
- 14 (3) A property owner or business entity whose request pursuant to Section
15 5.H.1 is denied by the Public Works Director shall have the right to
16 appeal that decision to the Board of Supervisors. The request for
17 hearing shall be submitted to the Clerk of the Board of Supervisors
18 within 30 days from the date of the denial notice from the Public Works
19 Director.
- 20 (4) The Board of Supervisors shall fix a time, date, and place for the
21 hearing of any such appeal. The Board of Supervisors shall cause notice
22 of the hearing to be mailed to the applicant not less than 10 days prior to
23 the date set for hearing. At the hearing, the Board of Supervisors or its
24 selected member(s) shall hear the applicant and, within five days, order
25 such revision or correction to the fee as the Board deems just, if any.

26 I. Delinquent Fees.

- 27 (1) The Public Works Director shall prepare a list of solid waste fees for
28 each respective parcel which remain unpaid for a period of 60 or more
29 days after the date upon which they were billed. A certified copy of the
30 confirmed list shall be filed with the Mono County Auditor-Controller.
- 31 (2) The delinquent solid waste fees set forth in the list shall constitute
32 special assessments against the respective parcels of land and, upon
recording in the office of the County Recorder, are a lien on the
property in the amount of the delinquent fees as provided in
Government Code section 25831. The assessments may be collected at
the same time and in the same manner as ordinary county ad valorem
property taxes are collected and shall be subject to the same penalties
and the same procedure and sale in case of delinquency as provided for

1 those taxes. All laws applicable to the levy, collection, and enforcement
2 of county ad valorem property taxes shall be applicable to the
3 assessment, except as provided by subdivision (d) of Government Code
4 section 25831.

5 **SECTION SIX: Severability.** If any section, subsection, sentence, clause, or phrase of
6 this Resolution is for any reason held to be unconstitutional, such decision shall not affect the
7 validity of the remaining portions of this Resolution. The Board of Supervisors hereby
8 declares that it would have passed this Resolution and each section, subsection, sentence,
9 clause, or phrase thereof irrespective of the fact that any one or more sections, subsection,
sentences, clauses, or phrases be declared unconstitutional.

10 **PASSED, APPROVED AND ADOPTED** this 7th day of June, 2022, by the
11 following vote, to wit:

- 12 **AYES :**
- 13 **NOES :**
- 14 **ABSENT :**
- 15 **ABSTAIN :**

17 _____
18 Bob Gardner, Chair
19 Mono County Board of Supervisors

21 ATTEST:

Approved as to Form:

22 _____
23
24 Clerk of the Board

SCHEDULE A
SOLID WASTE GENERATION FACTORS FOR
SELECTED LAND USES

MONO COUNTY SOLID WASTE FEE PROGRAM

ITEM	LAND USE	RESIDENTIAL EQUIVALENT FACTOR
1	Aircraft Repair	1.00
2	Airports	4.00
3	Apartment, per Unit	1.00
108	Arcade	4.00
99	Auto Body & Paint Shop	2.00
4	Auto Service, Major Repairs	4.00
5	Auto Service, Minor Repairs	2.00
6	Auto Service, No Repairs	1.00
7	Bakery	2.00
8	Bank	4.00
9	Barber Shop	1.00
10	Batch Plant	4.00
11	Beauty Shop	1.00
12	Beer Bar	2.00
13	Boardinghouse	4.00
14	Boat Dock	4.00
15	Boat Repair	1.00
16	Boat Sales	1.00
17	Bunkhouse	2.00
18	Cabin, Rented	0.50
19	Campground, per Space	0.25
20	Cannery	4.00
21	Car Wash	2.00
22	Catering	2.00
23	Cinema	3.00

ITEM	LAND USE	RESIDENTIAL EQUIVALENT FACTOR
24	Church, with Kitchen	1.00
25	Church, without Kitchen	0.50
26	Cleaners	2.00
98	Commercial Ice Manufacturing	1.00
27	Community Center	1.00
28	Condominium, per Unit	0.50
29	Cookhouse	2.00
106	Correction Facility	1.00
107	Daycare Center	4.00
30	Dormitory, per Bed	0.15
31	Duplex	2.00
32	Fast Food Drive-In, No Seats	2.00
33	Fourplex	4.00
34	Government Housing, per Unit	1.00
35	Grocery Store (< 2,000 sq. ft.)	5.00
36	Grocery Store (2,000 - 40,000 sq. ft.)	10.00
37	Grocery Store (> 40,000 sq. ft.)	50.00
38	Guest House	1.00
39	Hangar	0.50
40	Highway Rest Area	10.00
41	Hospital, per Bed	1.00
101	Hotel, per Unit	0.25
42	Laboratory	1.00
43	Laundromat	3.00
105	Library	4.00
44	Light Industry	2.00
45	Lodge	1.00
46	Lounge	3.00
47	Lumber Yard	4.00
48	Machine Shop	1.00
100	Marine Corps Mtn. Warfare Training Center	103.00
49	Mill	4.00

ITEM	LAND USE	RESIDENTIAL EQUIVALENT FACTOR
103	Mini-Mart	2.00
50	Mini-Storage, per Unit	0.10
51	Mobile Home on Residential Parcel	1.00
52	Mobile Home Park, Spaces Rented	1.00
53	Mobile Home (3 per Parcel)	3.00
54	Mobile Home (2 per Parcel)	2.00
55	Motel, with Kitchen, per Unit	0.50
56	Motel, without Kitchen, per Unit	0.25
102	Museum	4.00
57	Newspaper	4.00
58	Office (< 10 employees)	2.00
59	Office (10-19 employees)	4.00
60	Office (20-28 employees)	6.00
61	Office (> 29 employees)	8.00
62	Pack Station	2.00
63	Park	6.00
64	Post Office	4.00
65	Recreational Facility (0 - 2,000 sq. ft.)	2.00
66	Recreational Facility (> 2,000 sq. ft.)	4.00
67	Repair, Tire	4.00
68	Repair, Truck	4.00
69	Residence	1.00
70	Residence (3 per Parcel)	3.00
71	Residence (2 per Parcel)	2.00
72	Restaurant (0 - 20 seats)	2.00
73	Restaurant (21 - 40 seats)	4.00
74	Restaurant (41 - 80 seats)	8.00
75	Restaurant (> 80 seats)	16.00
76	Retail, Auto Parts	2.00
77	Retail, Drug	2.00
78	Retail, Drug and Variety	4.00

ITEM	LAND USE	RESIDENTIAL EQUIVALENT FACTOR
79	Retail, Gifts	2.00
80	Retail, Hardware	4.00
81	Retail, Liquor	4.00
82	Retail, Other (0 - 2,000 sq. ft.)	2.00
83	Retail, Other (> 2,000 sq. ft.)	4.00
84	Retail, Sporting Goods	4.00
85	RV Park, per Space	0.25
86	Schools, with Food Service, per Student	0.20
87	Shopping Center (0 - 10,000 sq. ft.)	4.00
88	Shopping Center (10,001 - 20,000 sq. ft.)	8.00
89	Shopping Center (20,001 - 40,000 sq. ft.)	16.00
90	Shopping Center (40,001 - 80,000 sq. ft.)	32.00
91	Shopping Center (> 80,000 sq. ft.)	50.00
92	Ski - Base Lodge (0 - 4,000 sq. ft.)	4.00
93	Ski - Base Lodge (> 4,000 sq. ft.)	40.00
94	Studio, Photography	2.00
95	Triplex	3.00
104	USFS Building	4.00
96	Veterinary Hospital	2.00
97	Warehouse	2.00

1 **WHEREAS**, the Town Council has previously agreed/consented to the imposition of such fees in
2 the Town of Mammoth Lakes and is willing to continue to do so for the period set forth in this
3 agreement, based on the parties' mutual understanding that the County will by resolution or
4 ordinance simply re-establish and extend the existing fees for the period of July 1, 2022, through
5 June 30, 2023. Extension and re-establishment of the fees during the term of this agreement may
6 include reductions to certain fees but will not impose new or increased fees that would be subject to
7 Proposition 218.

8 **CONTRACT PROVISIONS**

9 **NOW THEREFORE, BE IT RESOLVED**, based upon the foregoing recitals, the parties to this
10 Agreement hereto agree to the following:

- 11 1. The County agrees to continue to provide a class III construction and demolition waste disposal
12 site at Pumice Valley Landfill (the "disposal site") for the use by residents and businesses of the
13 Town and by those persons or entities franchised by the Town to provide disposal services to
14 Town residents and businesses pursuant to Public Resources Code, Section 49300.
- 15 2. The County agrees that the disposal site shall meet all Federal, State, and local requirements,
16 rules, and regulations, and that the County shall comply with the requirements of the California
17 Government Code Section 25830.
- 18 3. The County agrees to continue to plan for and to commence implementation of closure of the
19 Benton Crossing Landfill. This includes, but is not limited to, development of approved closure
20 and post-closure plans, conducting all required environmental analysis and review,
21 implementing and maintaining a long-term monitoring program at Benton Crossing Landfill and
22 any other activity required by law or regulation to properly close the Landfill and provide for its
23 long-term monitoring.
- 24 4. The Town consents to the County's re-establishment and extension, by resolution or ordinance,
25 upon its residents and businesses a fee consistent with the schedule of fees adopted by the
26 County in previous years, which may include a reduction of certain fees, pursuant to California
27 Government Code, Section 25830 and in accordance with Public Resources Code, Section
28 49300.

- 1 5. The County agrees to assume primary responsibility for the collection of fees from Town
2 residents and businesses through annual fees to be charged to identified lands within the
3 incorporated limits of the Town, consistent with previous years.
- 4 6. The County shall place fee revenue within a designated 'Special Revenue Account' and shall
5 disburse funds for purposes of Landfill Closure Funding, Landfill Post-closure Maintenance
6 expenses, Known and Foreseeable Release Scenarios, and other environmental mandates
7 associated with landfill activities.
- 8 8. The Town agrees to use its best efforts to cooperate with the County regarding the collection of
9 the above-referenced fees from its residents and businesses.
- 10 9. Both the Town and the County agree that the County shall be responsible for the closure of its
11 Benton Crossing Landfill and the provision of the disposal site for construction of demolition
12 waste throughout the term of this Agreement, including, but not limited to: environmental
13 monitoring costs, closure and post-closure funding, setting fees, resident appeals of fees, and all
14 site operations.
- 15 10. Except as otherwise provided below, the County agrees to release, defend, hold harmless, and
16 indemnify the Town, its officers, agents, and employees from and against all suits and cause of
17 action, claims, laws, demands, expenses (including reasonable attorneys fees), damages, or
18 liability of any nature whatsoever arising by reason of, or incident to, the adoption and
19 implementation of the solid waste disposal program as defined and outlined in this Agreement,
20 including, but not limited to, any and all claims with respect to Proposition 13 and Proposition
21 62. Notwithstanding the foregoing, the County shall have no obligation to release, defend, hold
22 harmless, and indemnify the Town, its officers, agents, and employees from and against any
23 suits and cause of action, claims, laws, demands, expenses (including reasonable attorneys fees)
24 damages or liability of any nature whatsoever arising by reason of, or incident to, any
25 noncompliance of the solid waste program and its fees with Proposition 218, which was enacted
26 by the voters in November of 1996.
- 27 11. Both parties agree and understand that the County intends to annually re-establish and extend
28 the fee schedule previously imposed by Resolution No. R21-34, prior to July 1 of each year,
without any increases, and intends to seek agreement from the Town for the re-establishment

1 and extension of the fees within the Town limits, consistent with the requirements of
2 Government Code Section 25830.

3 12. Both parties agree that fees may be established, billed, and collected on a monthly or annual
4 basis, and may be billed and collected by the County Tax Collector as part of the regular County
5 property tax billing system.

6 13. Both parties agree that this Agreement shall become effective upon execution by both the Town
7 and the County.

8 14. The term of this Agreement shall be from July 1, 2022, through June 30, 2023.
9

10 15. In the event of a legal challenge to the fees, the Mono County Board of Supervisors agrees to
11 use all legal means available to increase gate fees to reimburse the Town of Mammoth Lakes
12 and/or the County for its legal and reimbursement fees, with the caveat that should the County
13 decide to mount a legal defense in response to a challenge of such fees, that the Town will
14 become a partner in that defense and will be able to influence and terminate its involvement in
15 the defense. Mammoth Lakes agrees to use all legal means available to require its franchisee to
16 continue to use the County's disposal site until such additional gate fees needed to cover the
17 added financial obligation to the Town and/or County are satisfied, not to exceed five years
18 from the date of the challenge(s), or some other mutually agreeable number of years.

19 16. The County agrees to provide the Town with any and all documents, reports, or other materials
20 relative to the calculation of fees and the administration of the program contemplated herein as
21 the Town may reasonably request.

22 17. The County and its officers, agents, and employees are independent contractors for the purposes
23 of this Agreement. As such they shall have the rights and duties of independent contractors in
24 providing services under this Agreement.

25 18. In the event of a dispute over the meaning of this Agreement or its performance, the aggrieved
26 party shall notify County Counsel and the Town Attorney who shall thereupon make reasonable
27 efforts to resolve the dispute. In the event that County Counsel and the Town Attorney do not
28 resolve the dispute within 30 days after the notice specified, the parties shall each appoint two
members of their governing bodies who shall attempt to resolve the dispute. Neither party shall

1 file a legal action to enforce its Agreement prior to 60 days from the date the specified notice is
2 mailed.

3 **EXECUTION**

4 This Agreement shall be deemed executed as of the date that it is approved by both the Mono County
5 Board of Supervisors and the Mammoth Lakes Town Council.

6
7 COUNTY OF MONO:

APPROVED AS TO FORM:

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9 _____
10 Board Chair

_____ County Counsel

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12 TOWN OF MAMMOTH LAKES:

APPROVED AS TO FORM:

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14 _____
15 Mayor

_____ Town Attorney



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

REGULAR AGENDA REQUEST

Print

MEETING DATE June 7, 2022

Departments: Public Works - Roads

TIME REQUIRED

SUBJECT 2022 Special Events Road Closures

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Special events are held throughout the year in Mono County and are widely recognized as having beneficial impacts to local communities in the form of economic activity and regional notoriety. Some of the events occur on or near County Roads and include traffic impacts. When such impacts exist, roads must be closed, or traffic controlled in accordance with County policy which includes an approving Board Resolution. Most of these events have become annual occurrences where the dates and plans are known well in advance. As such, staff has endeavored to gather the requisite information from all known events in 2022 and bring them forward for Board approval at once.

RECOMMENDED ACTION:

1. Adopt proposed resolution R22-___, authorizing the temporary closure of county roads for the Town of Mammoth Lakes Fourth of July fireworks celebration. 2. Adopt proposed resolution R22-___, authorizing the temporary closure of a portion of a county road in June Lake for the annual June Lake triathlon to be held on Saturday July 9, 2022. 3. Adopt proposed resolution R22-___, authorizing the closure of certain county roads and state highways to through traffic in the Mono Lake and Long Valley areas for the 2022 Mammoth Gran Fondo bike ride. 4. Adopt proposed resolution R22-___, authorizing the intermittent closure of county roads in the Antelope Valley area for the 2022 Eastern Sierra ATV & UTV Jamboree. 5. Adopt proposed resolution R22-___, authorizing the temporary closure of county roads in the Bridgeport area for the 2022 Bridgeport Ridge Rambler.

FISCAL IMPACT:

Approximately \$500 per event. These costs result from the assistance provided by the respective Road Districts for personnel, equipment, and supplies relating to signage and blockades to effectuate the closures

CONTACT NAME: Kevin Julian

PHONE/EMAIL: 7609325449 / kjulian@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff Report
Resolution - TOML 4th of July
Resolution - JL Tri
Resolution - Gran Fondo
Resolution - ATV Jamboree
Resolution - Ridge Rambler

History

Time	Who	Approval
5/30/2022 3:18 PM	County Counsel	Yes
6/1/2022 10:22 AM	Finance	Yes
6/3/2022 4:15 PM	County Administrative Office	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 • www.monocounty.ca.gov

Date: June 07, 2022
To: Honorable Chair and Members of the Board of Supervisors
From: Kevin Julian, Road Operations Superintendent
Subject: 2022 Special Event Road Closures

Recommended Action:

1. Adopt proposed resolution R22-___ "A resolution of the Mono County Board of Supervisors authorizing the temporary closure of county roads for the Town of Mammoth Lakes Fourth of July fireworks celebration."
2. Adopt proposed resolution R22-___ "A resolution of the Mono County Board of Supervisors authorizing the temporary closure of a portion of a county road in June Lake for the annual June Lake triathlon to be held on Saturday July 9, 2022."
3. Adopt proposed resolution R22-___ "A Resolution of the Mono County Board of Supervisors authorizing the closure of certain county roads and state highways to thru traffic in the Mono Lake and Long Valley areas for the 2022 Mammoth Gran Fondo bike ride."
4. Adopt proposed resolution R22-___ "A resolution of the Mono County Board of Supervisors authorizing the intermittent closure of county roads in the Antelope Valley area for the 2022 Eastern Sierra ATV & UTV Jamboree."
5. Adopt proposed resolution R22-___ "A resolution of the Mono County Board of Supervisors authorizing the temporary closure of county roads in the Bridgeport area for the 2022 Bridgeport Ridge Rambler."

Fiscal Impact:

Approximately \$500 per event. These costs result from the assistance provided by the respective Road Districts for personnel, equipment, and supplies relating to signage and blockades to effectuate the closures.

Discussion:

Special events are held throughout the year in Mono County and are widely recognized as having beneficial impacts to local communities in the form of economic activity and regional notoriety.

Some of the events occur on or near County Roads and include traffic impacts. When such impacts exist, roads must be closed, or traffic controlled in accordance with County policy which includes an approving Board Resolution.

Most of these events have become annual occurrences where the dates and plans are known well in advance. As such, staff has endeavored to gather the requisite information from all known events in 2022 and bring them forward for Board approval at once.

One major event, the **Bridgeport 4th of July Celebration**, is conspicuously not among the listed events today – In 2018, the Board approved Resolution 18-26 which provides the necessary authorization for that event in perpetuity.

TOML Fourth of July Fireworks Spectacular

This annual event requires the closure of a County Road, aka “Substation Road,” after the fireworks celebration at Crowley Lake in order to provide a secondary access into the Town of Mammoth Lakes to alleviate traffic caused by the thousands of attendees leaving and returning to Mammoth via US 395.

June Lake Triathlon

The June lake Triathlon has become a popular annual event based on the shores of June Lake. Event organizer Alpha Win has requested a temporary road closure on Pinecliff Drive on Saturday, July 9, 2022, from 5:00 a.m. to 5:00 p.m.

Intermittent traffic control will occur on Pinecliff Drive from the intersection of Northshore Drive to the Pinecliff Resort Store and Campsites from 5:00 am to 1:00 pm with 10-15 minute delays for motorists.

Road closure of Pinecliff Drive after the Pinecliff Resort on Saturday, July 9, 2022, from 5:00 am to 5:00 pm, with access to the campground only (but excluding beach access) beginning at 1:00 pm.

Gran Fondo

The Mammoth Gran Fondo has developed detailed traffic control plans for their annual ride, which have been approved and well-implemented in year’s past. This year’s event is scheduled for September 10th. The same traffic control plans that have been used in year’s past will be used again.

ATV Jamboree

The ATV Jamboree is an annual event in September (9/13-9/17) that requires the closure of certain County Roads in the Antelope Valley during the course of the event. This event utilizes the CHP to provide traffic control on the paved County roads and closure of two unpaved roads and coordinates the effort between local law enforcement agencies as well as the Department of Public Works

Bridgeport Ridge Rambler Half Marathon

The Ridge Rambler Half Marathon race starts at the back side of Twin Lakes, follows Twin Lakes Road to Buckeye Road and finishes at the Forest Service compound at Buckeye Rd and US 395. This event requires the temporary closure of Buckeye Road on the morning of Sept 24th.

Pursuant to Section 982 of the Streets and Highways Code, the attached Resolutions have been prepared for Board consideration and approval.

If you have any questions regarding this item, please contact me at 760-932-5449. I may also be contacted by email at kjulian@mono.ca.gov.

Respectfully submitted,



Kevin Julian

Road Operations Superintendent

Attached:

5 separate Resolutions (22-__x__)



RESOLUTION NO. R22-

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS
AUTHORIZING THE TEMPORARY CLOSURE OF COUNTY ROADS
FOR THE TOWN OF MAMMOTH LAKES FOURTH OF JULY FIREWORKS
CELEBRATION**

WHEREAS, the Town of Mammoth Lakes has requested the temporary closure and use of certain County roads for the purpose of providing the Town of Mammoth Lakes Fourth of July Fireworks Spectacular at Crowley Lake; and

WHEREAS, in conformance with Section 982 of the California Streets and Highways Code, the Board of Supervisors is authorized to temporarily close County roads and grant the use thereof to the managers of said functions; and

WHEREAS, through the years The Town of Mammoth Lakes Annual Fourth of July celebration at Crowley Lake has resulted in substantial benefits to the residents and businesses of Mono County and visitors to the County;

NOW, THEREFORE, BE IT RESOLVED by the Mono County Board of Supervisors that the following County road shall be temporarily closed and the use thereof granted to the Town of Mammoth Lakes for its Fourth of July Fireworks Spectacular at Crowley Lake, at times and dates listed below:

1. Sherwin Creek Road, with access from the junction of Hwy 395 northbound to the junction of Substation Road (the "old highway") from 9:00 p.m. Monday, July 4, 2022 until 11:00 p.m. Monday, July 4, 2022."

BE IT FURTHER RESOLVED that the Mono County Board of Supervisors authorizes the Director of the Department of Public Works to work with representatives from the California Department of Transportation and the Town of Mammoth Lakes, to effectuate said road closure.

APPROVED AND ADOPTED this _____ day of _____, 2022, by the following vote of the Board of Supervisors, County of Mono:

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AYES :
NOES :
ABSENT :
ABSTAIN :

Bob Gardner, Chair
Mono County Board of Supervisors

ATTEST:

Approved as to Form:

Clerk of the Board

County Counsel



RESOLUTION NO. R22-___

**A RESOLUTION OF THE MONO COUNTY BOARD
OF SUPERVISORS AUTHORIZING THE TEMPORARY
CLOSURE OF A PORTION OF A COUNTY ROAD IN
JUNE LAKE FOR THE ANNUAL JUNE LAKE TRIATHLON
TO BE HELD ON SATURDAY JULY 9, 2022**

WHEREAS, Alpha Win has requested the temporary closure and use of a portion of Pinecliff Drive in June Lake to facilitate activities associated with the annual June Lake Triathlon to be held Saturday, July 9, 2022; and

WHEREAS, in conformance with Section 982 of the California Streets and Highways Code, the Board of Supervisors is authorized to temporarily close County roads and grant the use thereof to the managers of said functions; and

WHEREAS, the June Lake Triathlon, sponsored by Alpha Win, has resulted in substantial benefits to the residents, businesses, and visitors in Mono County.

NOW, THEREFORE, BE IT RESOLVED by the Mono County Board of Supervisors that the following County streets in the community of June Lake may be closed, used for re-routing traffic and/or have restricted parking areas issued in conformance with the County's Special Events Policy (see Chapter 5.50 of the Mono County Code) and made available to Alpha Win consistent with the times and dates listed below:

1. Intermittent traffic control on Pinecliff Drive from the intersection of Northshore Drive to the Pinecliff Resort Store and Campsite on Saturday, July 9, 2022, from 5:00 am to 1:00 pm.
2. Road closure of Pinecliff Drive after the Pinecliff Resort on Saturday, July 9, 2022, from 5:00 am to 5:00 pm, with access to the campground only (but excluding beach access) beginning at 1:00 pm.

BE IT FURTHER RESOLVED that the Mono County Board of Supervisors authorizes the Director of the Department of Public Works to utilize County equipment and personnel and to work with California Department of Transportation and California Highway Patrol officials to effectuate said road closures and detours.

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1 **PASSED, APPROVED and ADOPTED** this ____ day of _____, 2022 by the following vote:

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AYES:
NOES:
ABSENT:
ABSTAIN:

Bob Gardner, Chair
Mono County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

Clerk of the Board

County Counsel



RESOLUTION NO. R22-

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS AUTHORIZING
THE CLOSURE OF CERTAIN COUNTY ROADS AND STATE HIGHWAYS TO
THRU TRAFFIC IN THE MONO LAKE AND LONG VALLEY AREAS
FOR THE 2022 MAMMOTH GRAN FONDO BIKE RIDE**

WHEREAS, the Mammoth Mountain Community Foundation (MMCF) has requested the closure of and use of certain county roads and state highways for bicycle rides associated with the 2022 Mammoth Gran Fondo Bike Ride: and,

WHEREAS, in conformance with Section 982 of the California Streets and Highways Code, the Board of Supervisors is authorized to temporarily close public roads and highways and grant the use thereof to the managers of said functions; and,

WHEREAS, the Mammoth Gran Fondo Bike Ride, sponsored by the MMCF, has resulted in substantial benefits to Mono County residents, businesses, and visitors; and,

WHEREAS, the event has three routes utilizing county roads and state highways with two of the routes requiring closing roads to thru traffic; and,

WHEREAS, the California Highway Patrol (CHP) will perform closure duties near the intersections of U.S. Highway 395 and State Route 120 to Dross Road, State Route 120 at Yellowjacket Road and on Benton Crossing Road at Brown's Town. Additionally, there will be barricades with posted signs (Road Closed to Thru Traffic, Bicycles on Roadway) at 21 locations advising motorists entering on to U.S. Highway 120 and Benton Crossing Road on the day of the event.

NOW, THEREFORE, BE IT RESOLVED by the Mono County Board of Supervisors that the following County roads may be closed to thru traffic in conformance with the County's Special Events Policy (see Chapter 5.50 of the Mono County Code) and made available to the MMCF from 8:00 am until 1:00 pm on Saturday, September 10, 2022:

1. Benton Crossing Road at Brown's Town campground, which is approximately 7 miles east of the junction with U.S. Highway 395, to the junction of State Route 120;
2. The intersection of State Route 120 and Yellowjacket Road;
3. The intersection of State Route 120 and Cattle Drive Road;
4. The intersection of Benton Crossing Road and Barker Mine Road;
5. The intersection of Benton Crossing Road and Deer Springs Road;
6. The intersection of Benton Crossing Road and Chidago Canyon Road;

7. The intersection of Benton Crossing Road and Casa Diablo Road;
8. The intersection of Benton Crossing Road and Owens Gorge Road;
9. The intersection of Benton Crossing Road and Layton Springs Road.

BE IT FURTHER RESOLVED by the Mono County Board of Supervisors that the following State highways and County roads may be closed to thru traffic in conformance with the State's requirements and the County's Special Events Policy, respectively, and made available to the MMCF from 8:00 am until 1:00 pm on Saturday, September 10, 2022:

10. State Route 120 from Dross Road to Yellow Jacket Road;
11. The intersection of State Route 120 and Test Station Road;
12. The intersection of State Route 120 and Sand Flat Cutoff;
13. The intersection of State Route 120 and Pilot Springs Road;
14. The intersection of State Route 120 and Sage Hen Meadows Road;
15. The intersection of State Route 120 and Baxter's Road;
16. The intersection of State Route 120 and Black Canyon Road;
17. The intersection of State Route 120 and Dobie Meadows Road;
18. The intersection of State Route 120 and Adobe Ranch Road;
19. The intersection of State Route 120 and McGee Canyon Road;
20. The intersection of State Route 120 and River Springs Road;
21. The intersection of State Route 120 and Sawmill Meadows Road.

BE IT FURTHER RESOLVED that in the case of emergency requiring detour to allow residents to access their properties, or for other reasons, the County Department of Public Works shall have the authority to modify the closures as necessary for the protection of public health and safety.

BE IT FURTHER RESOLVED that the Mono County Board of Supervisors authorizes the Director of the Department of Public Works to utilize County equipment and personnel and to work with the MMCF and other officials to effectuate said road closures to thru traffic.

APPROVED AND ADOPTED this 7th day of June 2022, by the following vote of the Board of Supervisors, County of Mono:

AYES :
NOES :
ABSENT :
ABSTAIN :

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Bob Gardner, Chair
Mono County Board of Supervisors

ATTEST:

Approved as to Form:

Clerk of the Board

County Counsel



RESOLUTION NO. R22-

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS
AUTHORIZING THE INTERMITTENT CLOSURE OF COUNTY
ROADS IN THE ANTELOPE VALLEY AREA
FOR THE 2022 EASTERN SIERRA ATV & UTV JAMBOREE**

WHEREAS, the Northern Mono Chamber of Commerce (NMCC) has requested the intermittent closure and use of certain County roads for trail rides associated with the 2022 Eastern Sierra ATV & UTV Jamboree; and

WHEREAS, in conformance with Section 982 of the California Streets and Highways Code, the Board of Supervisors is authorized to temporarily close County roads and grant the use thereof to the managers of said functions; and

WHEREAS, through the years the annual Eastern Sierra ATV & UTV Jamboree sponsored by the NMCC has resulted in substantial benefits to the residents and businesses of Mono County and visitors to the County; and

WHEREAS, The NMCC will utilize the California Highway Patrol to perform traffic control at closures and road intersections as required by CHP along the various routes; and

NOW, THEREFORE, BE IT RESOLVED by the Mono County Board of Supervisors that the following County streets in the communities of Walker, Coleville and Topaz will be intermittently closed in conformance with the County's Special Events Policy and made available to the NMCC from 5pm until 9pm on Tuesday September 13th; from 6am until 6pm on Wednesday and Thursday September 14th and 15th; and from 6am until 9pm on Friday and Saturday September 16th and 17th:

1. Larson Lane, from Highway 395 to Eastside Lane;
2. Eastside Lane, from Camp Antelope Road to end of pavement north of Topaz Lane;
3. Offal Road at intersection with Eastside Lane;
4. Topaz Lane at intersection with Eastside Lane;

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- 5. Cunningham Lane at intersection with Eastside Lane;
- 1. Lone Company Road at intersection with Eastside Lane;
- 2. Eastside Road at intersection with Eastside Lane;
- 3. Camp Antelope Road from Eastside Lane to Burcham Flat Road;
- 4. Burcham Flat Road, from Camp Antelope Road to Lobdell Lake Road;
- 5. Lobdell Lake Road from Burcham Flat Road to Lobdell Lake.

BE IT FURTHER RESOLVED that the Mono County Board of Supervisors authorizes the Director of the Department of Public Works to utilize County equipment and personnel to work with the NMCC and other officials to effectuate said intermittent road closures.

APPROVED AND ADOPTED this ___ day of _____, 2022, by the following vote of the Board of Supervisors, County of Mono:

- AYES:**
- NOES:**
- ABSENT :**
- ABSTAIN :**

Bob Gardner, Chair
Mono County Board of Supervisors

ATTEST:

Approved as to Form:

Clerk of the Board

County Counsel



RESOLUTION NO. R22-

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS
AUTHORIZING THE TEMPORARY CLOSURE OF COUNTY ROADS
IN THE BRIDGEPORT AREA
FOR THE 2022 BRIDGEPORT RIDGE RAMBLER**

WHEREAS, the Bridgeport Chamber of Commerce has requested the intermittent closure and use of certain County roads associated with the 2022 Ridge Rambler Half Marathon; and

WHEREAS, in conformance with Section 982 of the California Streets and Highways Code, the Board of Supervisors is authorized to temporarily close County roads and grant the use thereof to the managers of said functions; and

WHEREAS, public events such as the Ridge Rambler Half Marathon result in substantial benefits to the residents and businesses of Mono County and visitors to the County; and

NOW, THEREFORE, BE IT RESOLVED by the Mono County Board of Supervisors that Buckeye Road, a County maintained road, may be closed in conformance with the County's Special Events Policy and made available to the Bridgeport Chamber of Commerce from 7:00am to 12:00pm on Saturday, September 24th, 2022.

BE IT FURTHER RESOLVED that the Mono County Board of Supervisors authorizes the Director of the Department of Public Works to utilize County equipment and personnel to work with the Bridgeport Chamber of Commerce and other officials to effectuate said intermittent road closures.

APPROVED AND ADOPTED this ___ day of June 2022, by the following vote of the Board of Supervisors, County of Mono:

AYES:

NOES:

ABSENT:

ABSTAIN:

Bob Gardner, 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 June 7, 2022

Departments: Public Health

TIME REQUIRED

SUBJECT California Enhanced HIV/AIDS Case
Reporting System Data Use and
Disclosure 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 California Department of Public Health pertaining to California Enhanced HIV/AIDS Case Reporting System Data Use And Disclosure Agreement.

RECOMMENDED ACTION:

Approve and authorize Bryan Wheeler, Public Health Director, to sign proposed contract. Authorize Bryan Wheeler, Public Health Director to administer contract. This authorization shall include making minor adjustments to said contract from time to time as the Public Health Director may deem necessary, provided such amendments do not alter the amount not to exceed and do not substantially alter the scope of work or budget and are approved as to form by County Counsel.

FISCAL IMPACT:

None.

CONTACT NAME: Bryan Wheeler

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

SEND COPIES TO:

Bryan Wheeler, Stephanie Butters

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[Staff Report](#)

[Contract Agreement](#)

History

Time	Who	Approval
5/27/2022 2:33 PM	County Counsel	Yes
6/1/2022 10:25 AM	Finance	Yes
6/3/2022 4:12 PM	County Administrative Office	Yes



MONO COUNTY HEALTH DEPARTMENT

Public Health

P.O. BOX 476, BRIDGEPORT, CA 93517 PHONE (760) 932-5580 • FAX (760) 924-1831
P.O. BOX 3329, MAMMOTH LAKES, CA 93546 PHONE (760) 924-1830 • FAX (760) 924-1831

DATE: May 17, 2022

TO: Honorable Board of Supervisors

FROM: Bryan Wheeler, Public Health Director

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

Recommended Action:

Approve and authorize Bryan Wheeler, Public Health Director, to sign proposed agreement. Authorize Bryan Wheeler, Public Health Director, in consultation with County Counsel, to administer agreement. This authorization shall include making minor adjustments to said contract from time to time as the Public Health Director may deem necessary, provided such amendments do not alter the amount not to exceed and do not substantially alter the scope of work or budget and are approved as to form by County Counsel.

Discussion:

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.

Fiscal Impact:

There is no fiscal impact. Data sharing agreement only.

Submitted and Approved by Bryan Wheeler, Public Health Director

County of Mono
Agreement No. 57-1

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 NA, dated NA, 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(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, 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.

County of Mono
Agreement No. 57-1

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

- 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 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, in any medium (paper, electronic, oral) 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 (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

County of Mono
Agreement No. 57-1

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

6. Meets the definition of “health insurance information” set forth in California Civil Code section 1798.29, subdivision (h)(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
 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

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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.

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

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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)”
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)”

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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”
- 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 induplicate 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).)

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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
 - 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:

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- 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.
 - 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

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information listed in Section XIII (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 XIII (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:

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

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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.

CDPH Program Manager	CDPH Privacy Officer	CDPH Chief Information Security Officer (and CDPH IT Service Desk)
Deanna Sykes, Surveillance, Section Chief Office of AIDS, CDPH, MS 7700, P.O. Box 997426 Sacramento, CA 95899-7426 Deanna.Sykes@cdph.ca.gov Telephone: (916) 449-5835 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 attorney’s 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.

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- XV. Term of Agreement: This Agreement shall remain in effect for five years after the latest signature date in the signature block below. After five 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 XVI, 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 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.

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- 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 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

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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, County of Mono, 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 County of Mono)

(Title)

(Signature) (Date)

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

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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 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 reauthentication 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

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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.

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.

County of Mono
Agreement No. 57-1

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

- 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.
- 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.

County of Mono
Agreement No. 57-1

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

Attachment B

State of California—Health and Human Services Agency

California Department of Public Health
Office of AIDS

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.



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE June 7, 2022

Departments: Public Works Engineering

TIME REQUIRED 5 minutes

PERSONS APPEARING BEFORE THE BOARD Chad Senior, Engineer

SUBJECT Contract Change Order No. 2 - Long Valley Streets Project

AGENDA DESCRIPTION:

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

Board approval is required for Contract Change Order No. 2 (CCO-2) with Qualcon Contractors, Inc. in the amount of \$232,537 for the Long Valley Streets Project. CCO-2 will include the needed road rehabilitation of Larkspur Drive and Red Bluff Trail in the Long Valley Streets Project. Both roads are part of the Lakeridge Ranch Zone of Benefit.

RECOMMENDED ACTION:

Approve and authorize the Board Chair to sign CCO- 2 with Qualcon Contractors, Inc. in the amount of \$232,537 to include road rehabilitation of Lakeridge Ranch Zone of Benefit roads Larkspur Drive and Red Bluff Trail in the Long Valley Streets Project. (4/5 vote is required pursuant to Public Contract Code sections 20136 & 20137)

FISCAL IMPACT:

All road rehabilitation construction work included in the CCO-2 will be funded by the Lakeridge Ranch Zone of Benefit (ZOB) account. As of May 19, 2022, the current ZOB account balance is \$253,016. All contractor payments for CCO-2 work will be based on actual constructed quantities and will not have any impact to the general fund. All state-only funds allocated for the project under the State Transportation Improvement Program (\$2,250,000) and under the Covid Response and Relief Supplemental Appropriations Act (\$200,000) will remain unchanged, and all CCO-2 bid item costs will be non-participating work under these state funding programs.

CONTACT NAME: Chad Senior

PHONE/EMAIL: 760 920-3496 / csenior@mono.ca.gov

SEND COPIES TO:

csenior@mono.ca.gov

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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[Staff Report](#)

History

Time	Who	Approval
5/27/2022 2:39 PM	County Counsel	Yes
6/2/2022 5:03 PM	Finance	Yes
6/3/2022 4:16 PM	County Administrative Office	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 • www.monocounty.ca.gov

Date: June 7, 2022

To: Honorable Chair and Members of the Board of Supervisors

From: Chad Senior, Associate Engineer

Re: Approval of Contract Change Order No. 2 (CCO-2) for the Long Valley Streets Project, County Project No. 9116, State Project No. RPL-5947(063)

Recommended Action:

Approve, and authorize the board chair to sign, Contract Change Order No. 2 with Qualcon Contractors, Inc. in the amount of \$232,537 to include road rehabilitation of Lakeridge Ranch Zone of Benefit roads Larkspur Drive and Red Bluff Trail in the Long Valley Streets Project.

Fiscal Impact:

All road rehabilitation construction work included in the Contract Change Order No. 2 will be funded by the Lakeridge Ranch Zone of Benefit (ZOB) account. As of May 19, 2022, the current ZOB account balance is \$253,016.10. All contractor payments for CCO-2 work will be based on actual constructed quantities and will not have any impact to the general fund. All state-only funds allocated for the project under the State Transportation Improvement Program (\$2,250,000) and under the Covid Response and Relief Supplemental Appropriations Act (\$200,000) will remain unchanged, and all CCO-2 bid item costs will be non-participating work under these state funding programs.

Strategic Plan Focus Area: Improve Public Safety – Infrastructure & Roads

Background:

The Long Valley Streets Project construction contract was awarded to Qualcon Contractors, Inc. on September 21, 2021. The contract award amount was \$2,451,727. Due to the current increases in the cost of oil and fuel, CCO-1 was executed in May 23, 2022 by the Public Works Director and Qualcon Contractors in the amount of \$42,556.50 to adjust hot mix asphalt bid prices. Thus, current contract cost is \$2,494,283.50 for the project. Approval of CCO-2 will increase the project cost to \$2,726,820.50.

Per Public Contract Code §20142, Board of Supervisor approval is required for change orders exceeding \$110,086 for this project (\$25,000 plus 5 percent of the amount of the original contract exceeding \$250,000). Note, Public Contract Code §20136 and §20137 permit adding additional work by change order up to 10 percent of the original contract amount without the formality of obtaining bids therefor with four-fifths vote of the board. Board approval of CCO-2 will provide the needed rehabilitation of existing asphalt concrete on Larkspur Drive and Red Bluff Trail. By including the Lakeridge Ranch ZOB roads in the Long Valley Streets Project, an economy of scale will be provided to ZOB residents making their needed road work possible given their fiscal constraints.

Contingency bid items exist in the contract bid schedule for repairing/resetting existing manholes to grade and repairing/resetting existing water valve caps to grade. Should these contingency bid items be necessary for work on Larkspur Drive and Red Bluff Trail, the Lakeridge Ranch Zone of Benefit will incur additional costs not included in this CCO for completing construction of their portion of work. Additionally, all CCO-2 quantities will be adjusted, as needed, at project completion to match actual construction quantities.

Authorization of CCO-2 does not substantially alter the scope of work of the Long Valley Streets Project. The project is exempt from the California Environmental Quality Act (CEQA Section 15301, Class 1, Type C) and a Notice of Exemption has been prepared for this project by the Public Works Department.

Please contact me at 760.924.1812 or by email at csenior@mono.ca.gov if you have any questions regarding this project.

Respectfully submitted,



Chad Senior,
Associate Engineer

Attachments: Long Valley Streets – Contract Change Order No. 2

CONTRACT CHANGE ORDER NO. 2

Mono County Department of Public Works

Project Name: Long Valley Streets Project Contractor: Qualcon Contractors, Inc.

Current Contract Amount: \$ 2,494,283.50 New Amount: \$ 2,726,820.50

Change(s) Requested By: Mono County Project No.: 9116

Description: Include Larkspur Drive and Red Bluff Trail Budget No.: 701-LNGVLYST-5201-9116

Contract No.: 22-000064

Bid Item No.	Bid Item Description:	Quantity		Adjustment		Unit Price	COST	
		Contract	Proposed	Qty	Units		INCREASE	DECREASE
Crowley Lake Roads - Larkspur Drive, Zone of Benefit								
A94	Grind / Pulverize Exist Roadbed, Finish Roadway	0	2950	2950	SY	\$ 8.00	\$ 23,600.00	
A95	3" Hot Mix Asphalt	0	471	471	Tons	\$ 155.00	\$ 73,005.00	
A96	Shoulder Backing (AC Grindings)	0	1655	1655	LF	\$ 5.00	\$ 8,275.00	
Crowley Lake Roads - Red Bluff Trail, Zone of Benefit								
A97	Grind / Pulverize Exist Roadbed, Finish Roadway	0	3509	3509	SY	\$ 8.00	\$ 28,072.00	
A98	3" Hot Mix Asphalt	0	560	560	Tons	\$ 155.00	\$ 86,800.00	
A99	Shoulder Backing (AC Grindings)	0	2557	2557	LF	\$ 5.00	\$ 12,785.00	


Note: Proposed quantities shown above will be adjusted as needed based on actual construction quantities.

	INCREASE	DECREASE
Total Cost of Change(s):	\$ 232,537.00	\$ 0.00
Net Cost of Change(s):	\$ 232,537.00	\$ 0.00

Percentage Change (based on contract award amount): 9.5%

By reason of this Order, the time for project completion shall be increased: 0 days.

COUNTY APPROVAL

Recommended:  5/19/2022 Name / Title: Chad Senior
 Signature Date Associate Engineer

Approved by: _____ Name / Title: Bob Gardner
 Signature Date Chair, Board of Supervisors

CONTRACTOR ACCEPTANCE

Contractor has given careful consideration to the change(s) proposed herein and hereby agrees to provide all labor, equipment, materials, permits, transportation, and all items necessary to perform the services required for the work described above, and will accept as full compensation therefor the prices identified above. Further, Contractor understands and agrees that all such work is subject to and governed by the contract concerning this project; as just used, the term "contract" has the meaning given to it in the Special Provisions of the Project Manual for the above-referenced project.

Accepted by: Pierre D. Ithurburu 05/23/2022 Name: Pierre Ithurbura
 Signature Date Title: President

If Contractor does not accept change order, see contract documents as to proceeding with ordered work and filing a written protest.



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

REGULAR AGENDA REQUEST

Print

MEETING DATE June 7, 2022

Departments: Public Works

TIME REQUIRED

SUBJECT Cooperative Agreement with Caltrans for Construction of an Overhead Banner at Sinclair Street in Bridgeport

PERSONS APPEARING BEFORE THE BOARD

AGENDA DESCRIPTION:

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

Proposed Cooperative Agreement with Caltrans providing 'Clean California' funding for an Overhead Banner at Sinclair Street, across US Highway 395 in Bridgeport.

RECOMMENDED ACTION:

Approve and authorize County Administrative Officer (CAO) to sign the cooperative agreement with Caltrans for construction of an overhead banner at Sinclair Street in Bridgeport.

FISCAL IMPACT:

This agreement establishes the use of Clean California funds for the Construction of the Banner, currently estimated at \$196,000.

CONTACT NAME: Tony Dublino

PHONE/EMAIL: 7607096713 / tdublino@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
<input type="checkbox"/> Staff Report
<input type="checkbox"/> Cooperative Agreement

History

Time

Who

Approval

5/30/2022 3:18 PM	County Counsel	Yes
6/2/2022 4:49 PM	Finance	Yes
6/3/2022 4:15 PM	County Administrative Office	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 • www.monocounty.ca.gov

To: Honorable Chair and Members of the Board of Supervisors

From: Tony Dublino – Director of Public Works; Val Vega – Project Manager

Date: June 7, 2022

Subject: Cooperative Agreement with Caltrans; providing ‘Clean California’ funding of an Overhead Banner at Sinclair Street, across US395 in Bridgeport.

Recommended Action:

Approve and authorize CAO to sign Cooperative Agreement with Caltrans for Construction of an Overhead Banner at Sinclair Street in Bridgeport.

Fiscal Impact:

None. This agreement establishes the use of Clean California funds for the Construction of the Banner.

Discussion:

The creation of a banner structure over US395 in Bridgeport has been a longstanding community request, with more than a decade’s worth of community discussion and advocacy. The Bridgeport County Service Area 5 recently began investing funds into the pre-development costs for the banner, including a site survey, materials testing, and an engineered design.

In May of 2021, the Board authorized County entry into a Maintenance Agreement with Caltrans, in support of the project. The Project Bid Package was mid-development when Caltrans unveiled the ‘Clean California’ Program, and the Bridgeport Banner Project was identified as a project that would meet beautification goals of the Clean California Program.

Presented with the opportunity of having the project funded entirely by Clean California, County staff shifted focus to developing the necessary agreements with Caltrans in order to secure the funding, and re-developing the bid package to comply with the new funding requirements.

Today’s item is requesting Board authorization for the County to enter the requisite Cooperative Agreement, which will provide for Clean California funding of the Bridgeport Banner Project.

If you have any questions regarding this item, please contact me at (760) 932-5459 or at tdublino@mono.ca.gov

Tony Dublino
Director of Public Works

Attachment: Cooperative Agreement

COOPERATIVE AGREEMENT COVER SHEET

Work Description

CONSTRUCT OVERHEAD BANNER AT SINCLAIR STREET IN BRIDGEPORT

Contact Information

CALTRANS

Jeremy Milos, Project Manager
500 South Main Street
Bishop, CA 93514
Office Phone: (760) 872-0795
Mobile Phone: (760) 874-8633
Email: jeremy.milos@dot.ca.gov

MONO COUNTY

Val Vega, Project Manager
74 North School Street
Bridgeport, CA 93517
Office Phone: (760) 932-5459
Email: vvega@mono.ca.gov

Billing contact:

Val Vega, Project Manager
Bridgeport, California 93517
Office Phone: (760) 932-5440
Email: vvega@mono.ca.gov

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COOPERATIVE AGREEMENT

This AGREEMENT, executed on and effective from _____, is between the State of California, acting through its Department of Transportation, referred to as CALTRANS, and:

Mono County, a political subdivision of the State of California, referred to hereinafter as COUNTY.

An individual signatory agency in this AGREEMENT is referred to as a PARTY. Collectively, the signatory agencies in this AGREEMENT are referred to as PARTIES.

RECITALS

1. PARTIES are authorized to enter into a cooperative agreement for improvements to the State Highway System per the California Streets and Highways Code, Sections 114.
2. CALTRANS is authorized per the California Streets and Highways Code, Section 91.42 to expend Clean California State Beautification Program of 2021 funds towards beautifying and cleaning up state highways and eligible projects towards that goal.
3. For the purpose of this AGREEMENT, *Construct Overhead Banner at Sinclair Street in Bridgeport* will be referred to hereinafter as PROJECT. The PROJECT scope of work is defined in the project initiation and approval documents (e.g. Project Study Report, Design Engineering Evaluation Report, or Project Report).
4. All obligations and responsibilities assigned in this AGREEMENT to complete the following PROJECT COMPONENTS will be referred to hereinafter as WORK:
 - PLANS, SPECIFICATIONS, AND ESTIMATE (PS&E)
 - CONSTRUCTION

Each PROJECT COMPONENT is defined in the CALTRANS Workplan Standards Guide as a distinct group of activities/products in the project planning and development process.

5. The term AGREEMENT, as used herein, includes this document and any attachments, exhibits, and amendments.

This AGREEMENT is separate from and does not modify or replace any other cooperative agreement or memorandum of understanding between the PARTIES regarding the PROJECT.

PARTIES intend this AGREEMENT to be their final expression that supersedes any oral understanding or writings pertaining to the WORK. The requirements of this AGREEMENT will preside over any conflicting requirements in any documents that are made an express part of this AGREEMENT.

If any provisions in this AGREEMENT are found by a court of competent jurisdiction to be, or are in fact, illegal, inoperative, or unenforceable, those provisions do not render any or all other AGREEMENT provisions invalid, inoperative, or unenforceable, and those provisions will be automatically severed from this AGREEMENT.

Except as otherwise provided in the AGREEMENT, PARTIES will execute a written amendment if there are any changes to the terms of this AGREEMENT.

PARTIES agree to sign a CLOSURE STATEMENT to terminate this AGREEMENT. However, all indemnification, document retention, audit, claims, environmental commitment, legal challenge, maintenance and ownership articles will remain in effect until terminated or modified in writing by mutual agreement or expire by the statute of limitations.

6. Keep this line to keep the previous lines from breaking across the page.
7. In this AGREEMENT capitalized words represent defined terms, initialisms, or acronyms.
8. PARTIES hereby set forth the terms, covenants, and conditions of this AGREEMENT.

RESPONSIBILITIES

Sponsorship

9. A SPONSOR is responsible for establishing the scope of the PROJECT and securing the financial resources to fund the WORK. A SPONSOR is responsible for securing additional funds when necessary or implementing PROJECT changes to ensure the WORK can be completed with the funds obligated in this AGREEMENT.

PROJECT changes, as described in the CALTRANS Project Development Procedures Manual, will be approved by CALTRANS as the owner/operator of the State Highway System.

10. COUNTY is the SPONSOR for the WORK in this AGREEMENT.

Implementing Agency

11. The IMPLEMENTING AGENCY is the PARTY responsible for managing the scope, cost, schedule, and quality of the work activities and products of a PROJECT COMPONENT.

- COUNTY is the Plans, Specifications, and Estimate (PS&E) IMPLEMENTING AGENCY.

PS&E includes the development of the plans, specifications, and estimate; obtaining any resource agency permits; and the advertisement/award of the construction contract.

- COUNTY is the CONSTRUCTION IMPLEMENTING AGENCY.

CONSTRUCTION includes construction contract administration, surveying/staking, inspection, quality assurance, and assuring regulatory compliance. The CONSTRUCTION component budget identifies the capital costs of the construction contract/furnished materials (CONSTRUCTION CAPITAL) and the cost of the staff work in support of the construction contract administration (CONSTRUCTION SUPPORT).

12. COUNTY will provide a Quality Management Plan (QMP) for the WORK in every PROJECT COMPONENT that they are the IMPLEMENTING AGENCY of. The QMP describes the IMPLEMENTING AGENCY's quality policy and how it will be used. The QMP will include a process for resolving disputes between the PARTIES at the team level. The QMP is subject to CALTRANS review and approval.

13. Any PARTY responsible for completing WORK will make its personnel and consultants that prepare WORK available to help resolve WORK-related problems and changes for the entire duration of the PROJECT including PROJECT work that may occur under separate agreements.

Funding

14. Funding sources, PARTIES committing funds, funding amounts, and invoicing/payment details are documented in the Funding Summary section of this AGREEMENT.

PARTIES will amend this AGREEMENT by updating and replacing the Funding Summary, in its entirety, each time the funding details change. Funding Summary replacements will be executed by a legally authorized representative of the respective PARTIES. The most current fully executed Funding Summary supersedes any previous Funding Summary created for this AGREEMENT.

15. PARTIES will not be reimbursed for costs beyond the funds obligated in this AGREEMENT.

16. Unless otherwise documented in the Funding Summary, overall liability for project costs within a PROJECT COMPONENT will be in proportion to the amount contributed to that PROJECT COMPONENT by each fund type.
17. Unless otherwise documented in the Funding Summary, any savings recognized within a PROJECT COMPONENT will be credited or reimbursed, when allowed by policy or law, in proportion to the amount contributed to that PROJECT COMPONENT by each fund type.
18. WORK costs, except those that are specifically excluded in this AGREEMENT, are to be paid from the funds obligated in the Funding Summary. Costs that are specifically excluded from the funds obligated in this AGREEMENT are to be paid by the PARTY incurring the costs from funds that are independent of this AGREEMENT.

CALTRANS' Quality Management

19. CALTRANS, as the owner/operator of the State Highway System (SHS), will perform quality management work including Quality Management Assessment (QMA) and owner/operator approvals for the portions of WORK within the existing and proposed SHS right-of-way.
20. CALTRANS' Quality Management Assessment (QMA) efforts are to ensure that COUNTY's quality assurance results in WORK that is in accordance with the applicable standards and the PROJECT's quality management plan (QMP). QMA does not include any efforts necessary to develop or deliver WORK or any validation by verifying or rechecking WORK.

When CALTRANS performs QMA, it does so for its own benefit. No one can assign liability to CALTRANS due to its QMA.

21. CALTRANS, as the owner/operator of the State Highway System, will approve WORK products in accordance with CALTRANS policies and guidance and as indicated in this AGREEMENT.
22. COUNTY will provide WORK-related products and supporting documentation upon CALTRANS' request for the purpose of CALTRANS' quality management work.

CEQA Lead Agency

23. COUNTY is the CEQA Lead Agency for the PROJECT.
24. CALTRANS is a CEQA Responsible Agency for the PROJECT.

Environmental Permits, Approvals and Agreements

- 25. PARTIES will comply with the commitments and conditions set forth in the environmental documentation, environmental permits, approvals, and applicable agreements as those commitments and conditions apply to each PARTY’s responsibilities in this AGREEMENT.
- 26. Unless otherwise assigned in this AGREEMENT, the IMPLEMENTING AGENCY for a PROJECT COMPONENT is responsible for all PROJECT COMPONENT WORK associated with coordinating, obtaining, implementing, renewing, and amending the PROJECT permits, agreements, and approvals whether they are identified in the planned project scope of work or become necessary in the course of completing the PROJECT.
- 27. The PROJECT will not require environmental permits/approvals.

Plans, Specifications, and Estimate (PS&E)

- 28. As the PS&E IMPLEMENTING AGENCY, COUNTY is responsible for all PS&E WORK except those activities and responsibilities that are assigned to another PARTY and those activities that are excluded under this AGREEMENT.
- 29. CALTRANS will be responsible for completing the following PS&E activities:

CALTRANS Work Breakdown Structure Identifier (If Applicable)	AGREEMENT Funded Cost
100.15.10.xx Quality Management	No

- 30. COUNTY will prepare Utility Conflict Maps identifying the accommodation, protection, relocation, or removal of any existing utility facilities that conflict with construction of the PROJECT or that violate CALTRANS’ encroachment policy.

COUNTY will provide CALTRANS a copy of Utility Conflict Maps for CALTRANS’ concurrence prior to issuing the Notices to Owner and executing the utility agreement. All utility conflicts will be addressed in the PROJECT plans, specifications, and estimate.

- 31. COUNTY will determine the cost to positively identify and locate, accommodate, protect, relocate, or remove any utility facilities whether inside or outside the State Highway System right-of-way in accordance with federal and California laws and regulations, and CALTRANS’ policies, procedures, standards, practices, and applicable agreements including but not limited to Freeway Master Contracts.

CONSTRUCTION

- 32. As the CONSTRUCTION IMPLEMENTING AGENCY, COUNTY is responsible for all CONSTRUCTION WORK except those activities and responsibilities that are assigned to another PARTY and those activities that are excluded under this AGREEMENT.
- 33. CALTRANS will be responsible for completing the following CONSTRUCTION SUPPORT activities:

CALTRANS Work Breakdown Structure Identifier (If Applicable)	AGREEMENT Funded Cost
100.20.10.xx Quality Management	No

- 34. Physical and legal possession of the right-of-way must be completed prior to advertising the construction contract, unless PARTIES mutually agree to other arrangements in writing.
- 35. Right-of-way conveyances must be completed prior to WORK completion, unless PARTIES mutually agree to other arrangements in writing.
- 36. COUNTY will include a Disadvantaged Business Enterprise (DBE) utilization goal in the PROJECT construction contract(s) in accordance with the Local Assistance Procedures Manual. COUNTY will award the construction contract to the lowest responsive bidder who makes a Good Faith Effort to meet the DBE goal.
- 37. CALTRANS will not issue an encroachment permit to COUNTY for construction work until the following conditions are met:
 - CALTRANS accepts the final plans, specifications, and estimate
 - CALTRANS accepts the Right-of-Way Certification
 - Any new or amended maintenance agreements required for the WORK are executed.
- 38. COUNTY will require the construction contractor to furnish payment and performance bonds naming COUNTY as obligee, and CALTRANS as additional obligee, and to carry liability insurance in accordance with CALTRANS Standard Specifications.

39. COUNTY will advertise, open bids, award, and approve the construction contract in accordance with the California Public Contract Code and the California Labor Code. By accepting responsibility to advertise and award the construction contract, COUNTY also accepts responsibility to administer the construction contract.
40. If the lowest responsible construction contract bid is greater than the funding commitment to CONSTRUCTION CAPITAL, PARTIES must agree in writing on a course of action within fifteen (15) working days. If no agreement is reached within fifteen (15) work days the IMPLEMENTING AGENCY will not award the construction contract.
41. CALTRANS will not issue an encroachment permit to COUNTY's construction contractor until CALTRANS accepts:
 - The payment and performance bonds
 - The CONSTRUCTION Quality Management Plan
42. The CONSTRUCTION Quality Management Plan (QMP) will describe how construction material verification and workmanship inspections will be performed at manufacturing sources and the PROJECT jobsite. The construction material and Source Inspection QMP (SIQMP) are subject to review and approval by the State Materials Engineer.
43. The CONSTRUCTION Quality Management Plan will address the radiation safety requirements of the California Code of Regulations 17 CCR § 30346 when the work requires Gamma-Gamma Logging acceptance testing for Cast in Drilled Hole (CIDH) pile or whenever else it is applicable. In accordance with these regulations COUNTY, as the "well operator", will have a written agreement with any consultant or external entity performing these tests.
44. COUNTY will provide a Resident Engineer and CONSTRUCTION SUPPORT staff that are independent of the construction contractor. The Resident Engineer will be a Civil Engineer, licensed in the State of California, who is responsible for construction contract administration activities.

45. CALTRANS will review and concur with:
- Change Orders affecting public safety, public convenience, protected environmental resources, the preservation of property, all design and specification changes, and all major changes as defined in the CALTRANS Construction Manual. These Change Orders must receive written concurrence by CALTRANS prior to implementation.
 - The Stormwater Pollution Prevention Plan (SWPPP) or the Water Pollution Control Plan (WPCP).
46. COUNTY will administer and process all construction contract claims pursuant to the requirements set forth under Public Contract Code, Section 9204. In addition, all public works claims of \$375,000 or less shall be resolved in accordance with Public Contract Code Section 20104, et seq. and other applicable laws.
47. COUNTY is designated as the Legally Responsible Person pursuant to the Construction General Permit, State Water Resources Control Board (SWRCB) Order Number 2009-0009-DWQ, as defined in Appendix 5, Glossary, and assumes all roles and responsibilities assigned to the Legally Responsible Person as mandated by the Construction General Permit. COUNTY is required to comply with the CALTRANS MS4 National Pollutant Discharge Elimination System (NPDES) permit for all work within the State Highway System.
48. As the CONSTRUCTION IMPLEMENTING AGENCY, COUNTY is responsible for maintenance of the State Highway System (SHS) within the PROJECT limits as part of the construction contract until the following conditions are met:
- Any required maintenance agreements are executed for the portions of SHS for which relief of maintenance is to be granted.
 - CALTRANS approves a request from COUNTY for relief from maintenance of the PROJECT or a portion thereof.
49. Upon WORK completion, ownership or title to all materials and equipment constructed or installed for the operations and/or maintenance of the State Highway System (SHS) within SHS right-of-way as part of WORK become the property of CALTRANS.

CALTRANS will not accept ownership or title to any materials or equipment constructed or installed outside SHS right-of-way.

50. Within one hundred eighty (180) calendar days following the completion and acceptance of the PROJECT construction contract, COUNTY will furnish CALTRANS with a complete set of “As-Built” plans and Change Orders, including any changes authorized by CALTRANS, using an approved transfer mechanism, such as a CD ROM, flash drive, Filr. The submitted digital files must be completed in accordance with Caltrans specifications, policies, and manuals, including requirements in Sections 2 and 3, of Chapter 17 in the Project Development Procedures Manual, then current CADD User’s Manual (Section 4.3), Plans Preparation Manual, and CALTRANS practice. The plans will have the Resident Engineer’s name, contract number, and construction contract acceptance date printed on each plan sheet, and with the Resident Engineer’s signature only on the title sheet. The As-Built plans will be in Microstation DGN format, version 8.0. When applicable, the digital submittal must also include high accuracy locating and underground facilities data. In addition, COUNTY will provide one set of As-Built plans and addenda in TIFF format.

The submittal must also include all CALTRANS requested contract records, and land survey documents. The land survey documents include monument preservation documents and records of surveys prepared to satisfy the requirements of the California Land Surveyors Act (Business and Professions Code, Sections 8700 – 8805). Copies of survey documents and Records of Surveys filed in accordance with Business & Professions Code, Sections 8762 and 8771, will contain the filing information provided by the county in which filed.

Schedule

51. PARTIES will manage the WORK schedule to ensure the timely use of obligated funds and to ensure compliance with any environmental permits, right-of-way agreements, construction contracts, and any other commitments. PARTIES will communicate schedule risks or changes as soon as they are identified and will actively manage and mitigate schedule risks.
52. The IMPLEMENTING AGENCY for each PROJECT COMPONENT will furnish PARTIES with written monthly progress reports during the completion of the WORK.

Additional Provisions

Standards

53. PARTIES will perform all WORK in accordance with federal and California laws, regulations, and standards; Federal Highway Administration (FHWA) standards; and CALTRANS standards. CALTRANS standards include, but are not limited to, the guidance provided in the:

- CADD Users Manual
- CALTRANS policies and directives
- Plans Preparation Manual
- Project Development Procedures Manual (PDPM)
- Workplan Standards Guide
- Standard Environmental Reference
- Highway Design Manual
- Right of Way Manual
- Construction Manual
- Construction Manual Supplement for Local Agency Resident Engineers
- Local Agency Structure Representative Guidelines

Noncompliant Work

54. CALTRANS retains the right to reject noncompliant WORK. COUNTY agrees to suspend WORK upon request by CALTRANS for the purpose of protecting public safety, preserving property rights, and ensuring that all WORK is in the best interest of the State Highway System.

Qualifications

55. Each PARTY will ensure that personnel participating in WORK are appropriately qualified or licensed to perform the tasks assigned to them.

Consultant Selection

56. COUNTY will invite CALTRANS to participate in the selection of any consultants that participate in the WORK.

Encroachment Permits

57. CALTRANS will issue, upon proper application, the encroachment permits required for WORK within State Highway System (SHS) right-of-way. COUNTY, their contractors, consultants, agents and utility owners will not work within the SHS right-of-way without an encroachment permit issued in their name. CALTRANS will provide encroachment permits to COUNTY, their contractors, consultants, and agents at no cost. CALTRANS will provide encroachment permits to utility owners at no cost. If the encroachment permit and this AGREEMENT conflict, the requirements of this AGREEMENT will prevail.
58. The IMPLEMENTING AGENCY for a PROJECT COMPONENT will coordinate, prepare, obtain, implement, renew, and amend any encroachment permits needed to complete the WORK.

Protected Resources

59. If any PARTY discovers unanticipated cultural, archaeological, paleontological, or other protected resources during WORK, all WORK in that area will stop and that PARTY will notify all PARTIES within 24 hours of discovery. WORK may only resume after a qualified professional has evaluated the nature and significance of the discovery and CALTRANS approves a plan for its removal or protection.

Disclosures

60. PARTIES will hold all administrative drafts and administrative final reports, studies, materials, and documentation relied upon, produced, created, or utilized for the WORK in confidence to the extent permitted by law and where applicable, the provisions of California Government Code, Section 6254.5(e) will protect the confidentiality of such documents in the event that said documents are shared between PARTIES.

PARTIES will not distribute, release, or share said documents with anyone other than employees, agents, and consultants who require access to complete the WORK without the written consent of the PARTY authorized to release them, unless required or authorized to do so by law.

61. If a PARTY receives a public records request pertaining to the WORK, that PARTY will notify PARTIES within five (5) working days of receipt and make PARTIES aware of any disclosed public records.

Hazardous Materials

62. HM-1 is hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law, irrespective of whether it is disturbed by the PROJECT or not.

HM-2 is hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law only if disturbed by the PROJECT.

The management activities related to HM-1 and HM-2, including and without limitation, any necessary manifest requirements and disposal facility designations are referred to herein as HM-1 MANAGEMENT and HM-2 MANAGEMENT respectively.

63. If HM1 or HM2 is found the discovering PARTY will immediately notify all other PARTIES.
64. CALTRANS, independent of the PROJECT, is responsible for any HM1 found within the existing State Highway System right-of-way. CALTRANS will undertake, or cause to be undertaken, HM1 MANAGEMENT with minimum impact to the PROJECT schedule.

CALTRANS will pay, or cause to be paid, the cost of HM-1 MANAGEMENT for HM-1 found within the existing State Highway System right-of-way with funds that are independent of the funds obligated in this AGREEMENT.

65. COUNTY, independent of the PROJECT, is responsible for any HM1 found within the PROJECT limits and outside the existing State Highway System right-of-way. COUNTY will undertake, or cause to be undertaken, HM1 MANAGEMENT with minimum impact to the PROJECT schedule.

COUNTY will pay, or cause to be paid, the cost of HM-1 MANAGEMENT for HM-1 found within the PROJECT limits and outside of the existing State Highway System right-of-way with funds that are independent of the funds obligated in this AGREEMENT.

66. The CONSTRUCTION IMPLEMENTING AGENCY is responsible for HM-2 MANAGEMENT within the PROJECT limits.

COUNTY and CALTRANS will comply with the Soil Management Agreement for Aerially Deposited Lead Contaminated Soils (Soil Management Agreement) executed between CALTRANS and the California Department of Toxic Substances Control (DTSC). Under Section 3.2 of the Soil Management Agreement, CALTRANS and COUNTY each retain joint and severable liability for noncompliance with the provisions of the Soil Management Agreement. COUNTY will assume all responsibilities assigned to CALTRANS in the Soil Management Agreement during PROJECT COMPONENTS for which they are the IMPLEMENTING AGENCY except for final placement and burial of soil within the State right-of-way, per Section 4.5 of the Soil Management Agreement, which is subject to CALTRANS concurrence and reporting to DTSC which will be performed by CALTRANS.

67. CALTRANS' acquisition or acceptance of title to any property on which any HM-1 or HM-2 is found will proceed in accordance with CALTRANS' policy on such acquisition.

Claims

68. Any PARTY that is responsible for completing WORK may accept, reject, compromise, settle, or litigate claims arising from the WORK without concurrence from the other PARTY.
69. PARTIES will confer on any claim that may affect the WORK or PARTIES' liability or responsibility under this AGREEMENT in order to retain resolution possibilities for potential future claims. No PARTY will prejudice the rights of another PARTY until after PARTIES confer on the claim.
70. If the WORK expends state or federal funds, each PARTY will comply with the Federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards of 2 CFR, Part 200. PARTIES will ensure that any for-profit consultant hired to participate in the WORK will comply with the requirements in 48 CFR, Chapter 1, Part 31. When state or federal funds are expended on the WORK these principles and requirements apply to all funding types included in this AGREEMENT.

Accounting and Audits

71. PARTIES will maintain, and will ensure that any consultant hired by PARTIES to participate in WORK will maintain, a financial management system that conforms to Generally Accepted Accounting Principles (GAAP), and that can properly accumulate and segregate incurred PROJECT costs and billings.

72. PARTIES will maintain and make available to each other all WORK-related documents, including financial data, during the term of this AGREEMENT.

PARTIES will retain all WORK-related records for three (3) years after the final voucher.

PARTIES will require that any consultants hired to participate in the WORK will comply with this Article.

73. PARTIES have the right to audit each other in accordance with generally accepted governmental audit standards.

CALTRANS, the State Auditor, FHWA (if the PROJECT utilizes federal funds), and COUNTY will have access to all WORK -related records of each PARTY, and any consultant hired by a PARTY to participate in WORK, for audit, examination, excerpt, or transcription.

The examination of any records will take place in the offices and locations where said records are generated and/or stored and will be accomplished during reasonable hours of operation. The auditing PARTY will be permitted to make copies of any WORK-related records needed for the audit.

The audited PARTY will review the draft audit, findings, and recommendations, and provide written comments within thirty (30) calendar days of receipt.

Upon completion of the final audit, PARTIES have forty-five (45) calendar days to refund or invoice as necessary in order to satisfy the obligation of the audit.

Any audit dispute not resolved by PARTIES is subject to mediation. Mediation will follow the process described in the General Conditions section of this AGREEMENT.

74. If the WORK expends state or federal funds, each PARTY will undergo an annual audit in accordance with the Single Audit Act in the Federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards as defined in 2 CFR, Part 200.
75. When a PARTY reimburses a consultant for WORK with state or federal funds, the procurement of the consultant and the consultant overhead costs will be in accordance with the Local Assistance Procedures Manual, Chapter 10.

Interruption of Work

76. If WORK stops for any reason, IMPLEMENTING AGENCY will place the PROJECT right-of-way in a safe and operable condition acceptable to CALTRANS.

77. If WORK stops for any reason, each PARTY will continue with environmental commitments included in the environmental documentation, permits, agreements, or approvals that are in effect at the time that WORK stops, and will keep the PROJECT in environmental compliance until WORK resumes.

Penalties, Judgements and Settlements

78. The cost of awards, judgements, fines, interest, penalties, attorney's fees, and/or settlements generated by the WORK are considered WORK costs.
79. The cost of legal challenges to the environmental process or documentation are considered WORK costs.
80. Any PARTY whose action or lack of action causes the levy of fines, interest, or penalties will indemnify and hold all other PARTIES harmless per the terms of this AGREEMENT.

Project Files

81. COUNTY will furnish CALTRANS with the Project History Files related to the PROJECT facilities on State Highway System within sixty (60) days following the completion of each PROJECT COMPONENT. COUNTY will assure that the Project History File is prepared and submitted in compliance with the Project Development Procedures Manual, Chapter 7. All material will be submitted neatly in a three-ring binder and in PDF format.

Environmental Compliance

82. If during performance of WORK additional activities or environmental documentation is necessary to keep the PROJECT in environmental compliance, PARTIES will amend this AGREEMENT to include completion of those additional tasks.

GENERAL CONDITIONS

83. All portions of this AGREEMENT, including the Recitals Section, are enforceable.

Venue

84. PARTIES understand that this AGREEMENT is in accordance with and governed by the Constitution and laws of the State of California. This AGREEMENT will be enforceable in the State of California. Any PARTY initiating legal action arising from this AGREEMENT will file and maintain that legal action in the Superior Court of the county in which the CALTRANS district office that is signatory to this AGREEMENT resides, or in the Superior Court of the county in which the PROJECT is physically located.

Exemptions

85. All CALTRANS' obligations under this AGREEMENT are subject to the appropriation of resources by the Legislature, the State Budget Act authority, programming and allocation of funds by the California Transportation Commission (CTC).

Indemnification

86. Neither CALTRANS nor any of its officers and employees, are responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by COUNTY, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon COUNTY under this AGREEMENT. It is understood and agreed that COUNTY, to the extent permitted by law, will defend, indemnify, and save harmless CALTRANS and all of their officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by COUNTY, its contractors, sub-contractors, and/or its agents under this AGREEMENT.
87. Neither COUNTY nor any of its officers and employees, are responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon CALTRANS under this AGREEMENT. It is understood and agreed that CALTRANS, to the extent permitted by law, will defend, indemnify, and save harmless COUNTY and all of their officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under this AGREEMENT.

Non-parties

88. PARTIES do not intend this AGREEMENT to create a third party beneficiary or define duties, obligations, or rights for entities not signatory to this AGREEMENT. PARTIES do not intend this AGREEMENT to affect their legal liability by imposing any standard of care for fulfilling the WORK different from the standards imposed by law.
89. PARTIES will not assign or attempt to assign obligations to entities not signatory to this AGREEMENT without an amendment to this AGREEMENT.

Ambiguity and Performance

90. Neither PARTY will interpret any ambiguity contained in this AGREEMENT against the other PARTY. PARTIES waive the provisions of California Civil Code, Section 1654.

A waiver of a PARTY's performance under this AGREEMENT will not constitute a continuous waiver of any other provision.

91. A delay or omission to exercise a right or power due to a default does not negate the use of that right or power in the future when deemed necessary.

Defaults

92. If any PARTY defaults in its performance of the WORK, a non-defaulting PARTY will request in writing that the default be remedied within thirty (30) calendar days. If the defaulting PARTY fails to do so, the non-defaulting PARTY may initiate dispute resolution.

Dispute Resolution

93. PARTIES will first attempt to resolve AGREEMENT disputes at the PROJECT team level as described in the Quality Management Plan. If they cannot resolve the dispute themselves, the CALTRANS District Director and the Executive Officer of COUNTY will attempt to negotiate a resolution. If PARTIES do not reach a resolution, PARTIES' legal counsel will initiate mediation. PARTIES agree to participate in mediation in good faith and will share equally in its costs.

Neither the dispute nor the mediation process relieves PARTIES from full and timely performance of the WORK in accordance with the terms of this AGREEMENT. However, if any PARTY stops fulfilling its obligations, any other PARTY may seek equitable relief to ensure that the WORK continues.

Except for equitable relief, no PARTY may file a civil complaint until after mediation, or forty-five (45) calendar days after filing the written mediation request, whichever occurs first.

PARTIES will file any civil complaints in the Superior Court of the county in which the CALTRANS District Office signatory to this AGREEMENT resides or in the Superior Court of the county in which the PROJECT is physically located.

94. PARTIES maintain the ability to pursue alternative or additional dispute remedies if a previously selected remedy does not achieve resolution.

Prevailing Wage

95. When WORK falls within the Labor Code § 1720(a)(1) definition of "public works" in that it is construction, alteration, demolition, installation, or repair; or maintenance work under Labor Code § 1771, PARTIES will conform to the provisions of Labor Code §§ 1720-1815, and all applicable provisions of California Code of Regulations, Title 8, Division 1, Chapter 8, Subchapter 3, Articles 1-7. PARTIES will include prevailing wage requirements in contracts for public work and require contractors to include the same prevailing wage requirements in all subcontracts.

Work performed by a PARTY's own employees is exempt from the Labor Code's Prevailing Wage requirements.

If WORK is paid for, in whole or part, with federal funds and is of the type of work subject to federal prevailing wage requirements, PARTIES will conform to the provisions of the Davis-Bacon and Related Acts, 40 U.S.C. §§ 3141-3148.

When applicable, PARTIES will include federal prevailing wage requirements in contracts for public works. WORK performed by a PARTY's employees is exempt from federal prevailing wage requirements.

SIGNATURES

PARTIES are authorized to enter into this AGREEMENT and have delegated to the undersigned the authority to execute this AGREEMENT on behalf of the respective agencies and hereby covenants to have followed all the necessary legal requirements to validly execute this AGREEMENT. By signing below, the PARTIES each expressly agree to execute this AGREEMENT electronically.

The PARTIES acknowledge that executed copies of this AGREEMENT may be exchanged by facsimile or email, and that such copies shall be deemed to be effective as originals.

**STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION**

Ryan A. Dermody
District Director

Verification of funds and authority:

Elizabeth Yeatts
D9 Project Control

Certified as to financial terms and policies:

Darwin Salmos
HQ Accounting Supervisor

MONO COUNTY

Robert Lawton
County Administrative Officer

Attest:

Jay Sloane
Risk Manager

Approved as to form and procedure:

Stacy Simon
County Counsel

FUNDING SUMMARY NO. 01

<u>FUNDING TABLE</u> v. 12						
<u>IMPLEMENTING AGENCY →</u>			<u>COUNTY</u>	<u>COUNTY</u>		Totals
Source	Party	Fund Type	PS&E	CONST. SUPPORT	CONST. CAPITAL	
STATE	CALTRANS	Clean CA	0	15,000	181,000	196,000
LOCAL	COUNTY	County	1,000	0	0	1,000
Totals			1,000	15,000	181,000	197,000

v 221						
<u>SPENDING SUMMARY</u>						
Fund Type	PS&E		CONST. SUPPORT		CONST. CAPITAL	Totals
	CALTRANS	<u>COUNTY</u>	CALTRANS	<u>COUNTY</u>	<u>COUNTY</u>	
Clean CA	0	0	0	15,000	181,000	196,000
County	0	1,000	0	0	0	1,000
Totals	0	1,000	0	15,000	181,000	197,000

Funding

1. If there are insufficient funds available in this AGREEMENT to place the PROJECT right-of-way in a safe and operable condition, the appropriate IMPLEMENTING AGENCY will fund these activities until such time as PARTIES amend this AGREEMENT.

That IMPLEMENTING AGENCY may request reimbursement for these costs during the amendment process.

2. If there are insufficient funds in this AGREEMENT to implement the obligations and responsibilities of this AGREEMENT, including the applicable commitments and conditions included in the PROJECT environmental documentation, permits, agreements, and/or approvals that are in effect at a time that WORK stops, each PARTY accepts responsibility to fund their respective WORK until such time as PARTIES amend this AGREEMENT.

Each PARTY may request reimbursement for these costs during the amendment process.

ICRP Rate

3. The cost of any engineering support performed by CALTRANS includes all direct and applicable indirect costs. CALTRANS calculates indirect costs based solely on the type of funds used to pay support costs. State and federal funds administered by CALTRANS are subject to the current Program Functional Rate. All other funds are subject to the current Program Functional Rate and the current Administration Rate. The Program Functional Rate and Administration Rate are adjusted periodically.

In accordance with California Senate Bill 848, the Administration Rate is capped at 10 percent until January 1, 2023, for Self-Help Counties with a countywide sales tax measure dedicated to transportation improvements.

4. If the WORK is funded with state or federal funds, any PARTY seeking CALTRANS reimbursement of indirect costs must submit an indirect cost rate proposal and central service cost allocation plan (if any) in accordance with Local Assistance Procedures Manual, 2 CFR, Part 200 and Chapter 5. These documents are to be submitted annually to CALTRANS' Audits and Investigations for review and acceptance prior to CALTRANS' reimbursement of indirect costs.

5. Travel, per diem, and third-party contract reimbursements for WORK are to be paid from the funds in this AGREEMENT only after the contractor performs the work and incurs said costs.

Payments for travel and per diem will not exceed the rates paid rank and file state employees under current California Department of Human Resources (CalHR) rules current at the effective date of this AGREEMENT.

If COUNTY invoices for rates in excess of CalHR rates, COUNTY will fund the cost difference and reimburse CALTRANS for any overpayment.

6. Notwithstanding the terms of this AGREEMENT, PARTIES agree to abide by the STIP guidelines that require the PARTIES to apportion the project cost increases and savings in the same proportion as the current programmed ratio of funds that are not strictly a one-time only grant. In the alternate, PARTIES may be able to apportion cost increases and savings according to a cost sharing arrangement between the PARTIES that is approved by the CTC.

Invoicing and Payment

7. PARTIES will invoice for funds where the SPENDING SUMMARY shows that one PARTY provides funds for use by another PARTY. PARTIES will pay invoices within forty-five (45) calendar days of receipt of invoice when not paying with Electronic Funds Transfer (EFT). When paying with EFT, COUNTY will pay invoices within five (5) calendar days of receipt of invoice.
8. If COUNTY has received EFT certification from CALTRANS then COUNTY will use the EFT mechanism and follow all EFT procedures to pay all invoices issued from CALTRANS.
9. When a PARTY is reimbursed for actual cost, invoices will be submitted each month for the prior month's expenditures. After all PROJECT COMPONENT WORK is complete, PARTIES will submit a final accounting of all PROJECT COMPONENT costs. Based on the final accounting, PARTIES will invoice or refund as necessary to satisfy the financial commitments of this AGREEMENT.

10. If an executed Program Supplement Agreement (PSA) or STIP Planning, Programming, and Monitoring Program Fund Transfer Agreement (PPM) exists for this PROJECT then COUNTY will abide by the billing and payment conditions detailed for the fund types identified in the PSA or PPM.
11. If CALTRANS reimburses COUNTY for any costs later determined to be unallowable, COUNTY will reimburse those funds.

Plans, Specifications, and Estimate (PS&E)

12. No invoicing or reimbursement will occur for the PS&E PROJECT COMPONENT.

CONSTRUCTION Support

13. COUNTY will invoice and CALTRANS will reimburse for actual costs incurred and paid.

CONSTRUCTION Capital

14. COUNTY will invoice and CALTRANS will reimburse for actual costs incurred and paid.

CLOSURE STATEMENT INSTRUCTIONS

1. Did PARTIES complete all scope, cost and schedule commitments included in this AGREEMENT and any amendments to this AGREEMENT?

YES / NO

Did CALTRANS accept and approve all final deliverables submitted by other PARTIES?

YES / NO

Did the CALTRANS HQ Office of Accounting verify that all final accounting for this AGREEMENT and any amendments to this AGREEMENT were completed?

YES / NO

If construction is involved, did the CALTRANS District Project Manager verify that all claims and third party billings (utilities, etc.) have been settled before termination of the AGREEMENT?

YES / NO

Did PARTIES complete and transmit the As-Built Plans, Project History File, and all other required contract documents?

YES / NO

If ALL answers are “YES”, this form may be used to TERMINATE this AGREEMENT.

CLOSURE STATEMENT

PARTIES agree that they have completed all scope, cost, and schedule commitments included in Agreement 09-0304 and any amendments to the agreement. The final signature date on this document terminates agreement 09-0304 except survival articles. All survival articles in agreement 09-0304 will remain in effect until expired by law, terminated or modified in writing by the PARTIES’ mutual agreement, whichever occurs earlier.

The people signing this agreement have the authority to do so on behalf of their public agencies. By signing below, the PARTIES each expressly agree to execute this AGREEMENT electronically.

The PARTIES acknowledge that executed copies of this AGREEMENT may be exchanged by facsimile or email, and that such copies shall be deemed to be effective as originals.

**STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION**

MONO COUNTY

District Director

County Administrative Officer

Date: _____

Date: _____

**Certified as to all financial
obligations/terms and policies**

D9 Project Control

Date: _____



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE June 7, 2022

Departments: Social Services

TIME REQUIRED

SUBJECT Agreement with Mammoth Lakes Housing, Inc County of Mono for the provision of Housing Navigator services

PERSONS APPEARING BEFORE THE BOARD

AGENDA DESCRIPTION:

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

Agreement with Mammoth Lakes Housing to hire a Housing Navigator to help build capacity in the region and support the implementation of housing and homelessness prevention programs in partnership with Mono and Alpine Counties. Funds will be drawn from new state housing program allocations to pay for the positions. No matching funds are required from county general funds or Mammoth Lakes Housing.

RECOMMENDED ACTION:

Approve the proposed agreement with Mammoth Lakes Housing for the provision of Housing Navigator services for the period June 1, 2022 through June 30, 2025, and authorize the County Administrative Officer (CAO) to execute the Contract on behalf of the County and make future amendments to the agreement as needed.

FISCAL IMPACT:

The total agreement for the term June 1, 2022 through June 30, 2025 is \$325,000, not to exceed \$25,000 in fiscal year 2021-22, and not to exceed \$100,000 per fiscal year thereafter. The Department's current budget has capacity to absorb these proposed expenditures and is included in the Department's FY 2022-23 budget proposal.

CONTACT NAME: Kathy Peterson

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

SEND COPIES TO:

Kathy Peterson

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff Report
Agreement

[Attachment A Bringing Fam Home Fact](#)

[Attachment B HDAP Fact Sheet](#)

[Attachment C Home Safe Fact Sheet](#)

History

Time	Who	Approval
5/27/2022 3:17 PM	County Counsel	Yes
6/2/2022 4:35 PM	Finance	Yes
6/3/2022 3:29 PM	County Administrative Office	Yes



KATHRYN PETERSON, MPH
Director

BRIDGEPORT OFFICE
(760) 932-5600
FAX (760) 932-5287

MAMMOTH LAKES OFFICE
(760) 924-1770
FAX (760) 924-5431



To: Mono County Board of Supervisors
From: Kathy Peterson, Social Services Director
Date: May 20, 2022
Re: Agreement between Mammoth Lakes Housing, Inc and County of Mono for the provision of Housing Navigator services

Recommended Action:

Approve the proposed Agreement with Mammoth Lakes Housing for the provision of Housing Navigator services by Mammoth Lakes Housing for the period June 1, 2022 through June 30, 2025; and authorize the County Administrative Officer to execute the Contract on behalf of the County and make future amendments to the Agreement as needed.

Fiscal Impact:

The total Agreement for the term June 1, 2022 through June 30, 2025 is \$325,000, not-to-exceed \$25,000 in fiscal year 2021-22, and not to exceed \$100,000 per fiscal year thereafter.

Discussion:

The Mono County Department of Social Services has opted into three separate housing and homelessness prevention funding allocations made available through the California Department of Social Services (CDSS) Housing and Homelessness Branch. All three allocations are state-funded, locally administered programs in which participating counties and their partners provide housing-related supports to eligible individuals and families.

The non-competitive allocations are \$250,000 per program. Counties draw down the funds from the state on a reimbursement basis based on eligible expenditures beginning this fiscal year. Eligible expenditures include direct client supports as well as administration and staffing needed to operate the programs. The funds must be spent or encumbered by June 2024, with additional funding rounds likely to be allocated next fiscal year.

- § The **Bringing Families Home** (BFH) Program is designed to reduce the number of families in the child welfare system experiencing or at risk of homelessness, to increase family reunification, and to prevent foster care placement.
- § The **Housing and Disability Advocacy** Program (HDAP) was established to assist people experiencing homelessness who are likely eligible for disability benefits by providing advocacy for disability benefits as well as housing supports. HDAP has four core requirements: outreach, case management, disability advocacy, and housing assistance.

- § The **Home Safe Program** was established to support the safety and housing stability of individuals involved in Adult Protective Services (APS) by providing housing-related assistance using evidence-based practices for homeless assistance and prevention.

The programs are designed to offer financial assistance and housing-related supportive services, including, but not limited to rental assistance, housing navigation, case management, security deposits, utility payments, moving costs, legal services, and in the case of the HDAP program, disability insurance advocacy.

While the new housing program opportunities mentioned above are clearly needed within Mono County, we lack staff capacity within the department to single-handedly implement these programs. CDSS strongly encourages grantees (county social services) to use some of the new funds to establish specific positions to support coordination of these systems, and to collaborate with other entities to make the best use of available funding and link clients to necessary services.

Members of the Mono and Alpine Social Services Departments and Mammoth Lakes Housing (MLH) staff met with the California Department of Social Services to plan for how to best access these funds for housing staff capacity in the region. With the growing need for housing navigator and case management services at MLH, our technical assistance providers have advised that we utilize some of these funds to expand staff capacity within MLH and improve referral systems as well as identify and recruit those likely eligible for housing services.

The Mammoth Lakes Housing Board of Directors gave their support for the Housing Navigator concept at their February 7, 2022 meeting. Mono and Alpine County staff will work in concert with MLH staff to develop the programs.

Our proposal is to utilize approximately \$100,00 annually each from Mono and Alpine counties to support two, 80% full-time equivalent (FTE) Housing Navigators at MLH. Funds will be reimbursed by CDSS through the new housing program allocations. There is no match required from County General Funds or MLH.

The partnership (Counties and MLH) will receive on-going technical assistance from the CDSS technical assistance provider, Change Well Project, to scale quickly and effectively to meet community needs in developing the programs.

Please don't hesitate to call me if you have questions or need additional information.

Attachments: Fact Sheets for the Bringing Families Home (BFH) Program, Housing and Disability Advocacy Program (HDAP), and the Home Safe Program.

**AGREEMENT BETWEEN COUNTY OF MONO
AND MAMMOTH LAKES HOUSING
FOR THE PROVISION OF HOUSING NAVIGATOR SERVICES**

INTRODUCTION

WHEREAS, the County of Mono (hereinafter referred to as "County") may have the need for the services of Mammoth Lakes Housing of Mammoth Lakes, California (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK

Contractor shall furnish to County, upon its request, those services and work set forth in Attachment A, attached hereto and by reference incorporated herein. Requests by County to Contractor to perform under this Agreement will be made by the Director of Social Services, or an authorized representative thereof. Requests to Contractor for work or services to be performed under this Agreement will be based upon County's need for such services. County makes no guarantee or warranty, of any nature, that any minimum level or amount of services or work will be requested of Contractor by County under this Agreement. By this Agreement, County incurs no obligation or requirement to request from Contractor the performance of any services or work at all, even if County should have some need for such services or work during the term of this Agreement.

Services and work provided by Contractor at County's request under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, and county laws, ordinances, and resolutions. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those that are referred to in this Agreement.

This Agreement is subject to the following Exhibits (as noted) which are attached hereto, following all referenced Attachments, and incorporated by this reference. In the event of a conflict between the terms of an attached Exhibit and this Agreement, the terms of the Exhibit shall govern:

- Exhibit 1:** General Conditions (Construction)
- Exhibit 2:** Prevailing Wages
- Exhibit 3:** Bond Requirements
- Exhibit 4:** Invoicing, Payment, and Retention
- Exhibit 5:** Trenching Requirements
- Exhibit 6:** FHWA Requirements
- Exhibit 7:** CDBG Requirements
- Exhibit 8:** HIPAA Business Associate Agreement
- Exhibit 9:** Other _____

2. TERM

The term of this Agreement shall be from June 1, 2022, to June 30, 2025, unless sooner terminated as provided below.

3. CONSIDERATION

A. Compensation. County shall pay Contractor in accordance with the Schedule of Fees (set forth as Attachment B) for the services and work described in Attachment A that are performed by Contractor at County's request.

B. Travel and Per Diem. Contractor will not be paid or reimbursed for travel expenses or per diem that Contractor incurs in providing services and work requested by County under this Agreement, unless otherwise provided for in Attachment B.

C. No Additional Consideration. Except as expressly provided in this Agreement, Contractor shall not be entitled to, nor receive, from County, any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement. Specifically, Contractor shall not be entitled, by virtue of this Agreement, to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever.

D. Limit upon amount payable under Agreement. The total sum of all payments made by County to Contractor for services and work performed under this Agreement shall not exceed \$325,000, not to exceed \$100,000 in any twelve-month period, plus (for public works) the amount of any change order(s) approved in accordance with authority delegated by the Board of Supervisors (hereinafter referred to as "Contract Limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed that is in excess of the Contract Limit.

E. Billing and Payment. Contractor shall submit to County, on a monthly basis, an itemized statement of all services and work described in Attachment A, which were done at County's request. The statement to be submitted will cover the period from the first (1st) day of the preceding month through and including the last day of the preceding month. Alternatively, Contractor may submit a single request for payment corresponding to a single incident of service or work performed at County's request. All statements submitted in request for payment shall identify the date on which the services and work were performed and describe the nature of the services and work which were performed on each day. Invoicing shall be informative but concise regarding services and work performed during that billing period. Upon finding that Contractor has satisfactorily completed the work and performed the services as requested, County shall make payment to Contractor within 30 days of its receipt of the itemized statement. Should County determine the services or work have not been completed or performed as requested and/or should Contractor produce an incorrect statement, County shall withhold payment until the services and work are satisfactorily completed or performed and/or the statement is corrected and resubmitted.

If Exhibit 4 ("Invoicing, Payment, and Retention") is attached to this Agreement, then the language contained in 4 shall supersede and replace this Paragraph 3.E. in its entirety.

F. Federal and State Taxes.

(1) Except as provided in subparagraph (2) below, County will not withhold any federal or state income taxes or social security from any payments made by County to Contractor under the terms and conditions of this Agreement.

(2) County shall withhold California state income taxes from payments made under this Agreement to non-California resident independent contractors when it is anticipated that total annual payments to Contractor under this Agreement will exceed One Thousand Four Hundred Ninety-Nine dollars (\$1,499.00).

(3) Except as set forth above, County has no obligation to withhold any taxes or payments from sums paid by County to Contractor under this Agreement. Payment of all taxes and other assessments on such

sums is the sole responsibility of Contractor. County has no responsibility or liability for payment of Contractor's taxes or assessments.

(4) The total amounts paid by County to Contractor, and taxes withheld from payments to non-California residents, if any, will be reported annually to the Internal Revenue Service and the California State Franchise Tax Board.

4. WORK SCHEDULE

Contractor's obligation is to perform, in a timely manner, those services and work identified in Attachment A that are requested by County. It is understood by Contractor that the performance of these services and work will require a varied schedule. Contractor, in arranging his/her schedule, will coordinate with County to ensure that all services and work requested by County under this Agreement will be performed within the time frame set forth by County.

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS

Any licenses, certificates, or permits required by the federal, state, county, or municipal governments, for Contractor to provide the services and work described in Attachment A must be procured by Contractor and be valid at the time Contractor enters into this Agreement. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, professional licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Contractor at no expense to County. Contractor will provide County, upon execution of this Agreement, with evidence of current and valid licenses, certificates and permits that are required to perform the services identified in Attachment A. Where there is a dispute between Contractor and County as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, County reserves the right to make such determinations for purposes of this Agreement.

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC

Contractor shall provide such office space, supplies, equipment, vehicles, reference materials, support services and telephone service as is necessary for Contractor to provide the services identified in Attachment A to this Agreement. 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.

7. COUNTY PROPERTY

A. Personal Property of County. Any personal property such as, but not limited to, protective or safety devices, badges, identification cards, keys, uniforms, vehicles, reference materials, furniture, appliances, etc. provided to Contractor by County pursuant to this Agreement is, and at the termination of this Agreement remains, the sole and exclusive property of County. Contractor will use reasonable care to protect, safeguard and maintain such items while they are in Contractor's possession. Contractor will be financially responsible for any loss or damage to such items, partial or total, that is the result of Contractor's negligence.

B. Products of Contractor's Work and Services. Any and all compositions, publications, plans, designs, specifications, blueprints, maps, formulas, processes, photographs, slides, videotapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind that are created, produced, assembled, compiled by, or are the result, product, or

manifestation of, Contractor's services or work under this Agreement are, and at the termination of this Agreement shall remain, the sole and exclusive property of County. At the termination of the Agreement, Contractor will convey possession and title to all such properties to County.

8. WORKERS' COMPENSATION

- Contractor shall provide Statutory Workers' Compensation insurance coverage and Employer's Liability coverage for not less than \$1 million (\$1,000,000.00) per occurrence for all employees engaged in services or operations under this Agreement. Any insurance policy limits in excess of the specified minimum limits and coverage shall be made available to County as an additional insured. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of County for all work performed by Contractor, its employees, agents, and subcontractors.
- Contractor is exempt from obtaining Workers' Compensation insurance because Contractor has no employees. Contractor shall notify County and provide proof of Workers' Compensation insurance to County within 10 days if an employee is hired. Such Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of County for all work performed by Contractor, its employees, agents, and subcontractors. Contractor agrees to defend and indemnify County in case of claims arising from Contractor's failure to provide Workers' Compensation insurance for employees, agents and subcontractors, as required by law.

9. INSURANCE

A. Contractor shall procure and maintain, during the entire term of this Agreement or, if work or services do not begin as of the effective date of this Agreement, commencing at such other time as may be authorized in writing by County's Risk Manager, the following insurance (as noted) against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work and/or services hereunder and the results of that work and/or services by Contractor, its agents, representatives, employees, or subcontractors:

- General Liability. A policy of Comprehensive General Liability Insurance which covers all the work and services to be performed by Contractor under this Agreement, including operations, products and completed operations, property damage, bodily injury (including death) and personal and advertising injury. Such policy shall provide limits of not less than \$1,000,000.00 per claim or occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project or the general aggregate limit shall be twice the required occurrence limit.
- Automobile/Aircraft/Watercraft Liability Insurance. A policy of Comprehensive Automobile/Aircraft/Watercraft Liability Insurance for bodily injury (including death) and property damage which provides total limits of not less than \$1,000,000.00 per claim or occurrence applicable to all owned, non-owned and hired vehicles/aircraft/watercraft. If the services provided under this Agreement include the transportation of hazardous materials/wastes, then the Automobile Liability policy shall be endorsed to include Transportation Pollution Liability insurance covering materials/wastes to be transported by Contractor pursuant to this Agreement. Alternatively, such coverage may be provided in Contractor's Pollution Liability policy.
- Professional Errors and Omissions Liability Insurance. A policy of Professional Errors and Omissions Liability Insurance appropriate to Contractor's profession in an amount of not less than \$1,000,000.00 per claim or occurrence or \$1,000,000.00 general aggregate. If coverage is written on a claims-made form then: (1) the "retro date" must be shown, and must be before the beginning of contract work; (2) insurance must be maintained and evidence of insurance must be provided for

at least five years after completion of the contract work; and (3) if coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a “retro date” prior to the contract effective date, then Contractor must purchase “extended reporting” coverage for a minimum of five years after completion of contract work.

- Pollution Liability Insurance.** A policy of Comprehensive Contractors Pollution Liability coverage applicable to the work being performed and covering Contractor’s liability for bodily injury (including death), property damage, and environmental damage resulting from “sudden accidental” or “gradual” pollution and related cleanup costs arising out of the work or services to be performed under this Agreement. Coverage shall provide a limit no less than \$1,000,000.00 per claim or occurrence or \$2,000,000.00 general aggregate. If the services provided involve lead-based paint or asbestos identification/remediation, the Pollution Liability policy shall not contain lead-based paint or asbestos exclusions.

B. Coverage and Provider Requirements. Insurance policies shall not exclude or except from coverage any of the services and work required to be performed by Contractor under this Agreement. The required polic(ies) of insurance shall be issued by an insurer authorized to sell such insurance by the State of California, and have at least a “Best’s” policyholder’s rating of “A” or “A+”. Prior to commencing any work under this agreement, Contractor shall provide County: (1) a certificate of insurance evidencing the coverage required; (2) an additional insured endorsement for general liability applying to County, its agents, officers and employees made on ISO form CG 20 10 11 85, or providing equivalent coverage; and (3) a notice of cancellation or change of coverage endorsement indicating that the policy will not be modified, terminated, or canceled without thirty (30) days written notice to County.

C. Primary Coverage. For any claim made related to this Agreement or work and/or services performed or provided pursuant to this Agreement, Contractor’s insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as with respect to County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, or volunteers shall be excess of Contractor’s insurance and shall not contribute with it.

D. Deductible, Self-Insured Retentions, and Excess Coverage. Any deductibles or self-insured retentions must be declared and approved by County. If possible, Contractor’s insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to County, its officials, officers, employees, and volunteers; or Contractor shall provide evidence satisfactory to County guaranteeing payment of losses and related investigations, claim administration, and defense expenses. Any insurance policy limits in excess of the specified minimum limits and coverage shall be made available to County as an additional insured.

E. Subcontractors. Contractor shall require and verify that all subcontractors maintain insurance (including Workers’ Compensation) meeting all the requirements stated herein and that County is an additional insured on insurance required of subcontractors.

10. STATUS OF CONTRACTOR

All acts of Contractor, its agents, officers, and employees, relating to the performance of this Agreement, shall be performed as an independent contractor, and not as an agent, officer, or employee of County. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of, or exercise any right or power vested in, County, except as expressly provided by law or set forth in Attachment A. No agent, officer, or employee of County is to be considered an employee of Contractor. It is understood by both Contractor and County that this Agreement shall not, under any circumstances, be construed to create an employer-employee relationship or a joint venture. As an independent contractor:

- A. Contractor shall determine the method, details, and means of performing the work and services to be provided by Contractor under this Agreement.
- B. Contractor shall be responsible to County only for the requirements and results specified in this Agreement, and except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement.
- C. Contractor, its agents, officers and employees are, and at all times during the term of this Agreement shall represent and conduct themselves as, independent contractors, and not employees of County.

11. DEFENSE AND INDEMNIFICATION

Contractor shall defend with counsel acceptable to County, indemnify, and hold harmless County, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from or in connection with, the performance of this Agreement by Contractor, or Contractor's agents, officers, or employees. Contractor's obligation to defend, indemnify, and hold County, its agents, officers, and employees harmless applies to any actual or alleged personal injury, death, damage or destruction to tangible or intangible property, including the loss of use. Contractor's obligation under this Paragraph 11 extends to any claim, damage, loss, liability, expense, or other costs that are caused in whole or in part by any act or omission of Contractor, its agents, employees, supplier, or anyone directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable.

Contractor's obligation to defend, indemnify, and hold County, its agents, officers, and employees harmless under the provisions of this Paragraph 11 is not limited to, or restricted by, any requirement in this Agreement for Contractor to procure and maintain a policy of insurance and shall survive any termination or expiration of this Agreement.

12. RECORDS AND AUDIT

A. Records. Contractor shall prepare and maintain all records required by the various provisions of this Agreement, federal, state, county, municipal, ordinances, regulations, and directions. Contractor shall maintain these records for a minimum of four (4) years from the termination or completion of this Agreement. Contractor may fulfill its obligation to maintain records as required by this Paragraph 12 by substitute photographs, micrographs, or other authentic reproduction of such records.

B. Inspections and Audits. Any authorized representative of County shall have access to any books, documents, papers, records, including, but not limited to, financial records of Contractor, that County determines to be pertinent to this Agreement, for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by Contractor. Further, County has the right, at all reasonable times, to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.

13. NONDISCRIMINATION

During the performance of this Agreement, Contractor, its agents, officers, and employees shall not unlawfully discriminate in violation of any federal, state, or local law, against any employee, or applicant for employment, or person receiving services under this Agreement, because of race, religious creed, color, ancestry, national origin, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation. Contractor and its agents, officers, and employees shall comply with the provisions of the Fair Employment

and Housing Act (Government Code section 12900, et seq.), and the applicable regulations promulgated thereunder in the California Code of Regulations. Contractor shall also abide by the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, and all administrative rules and regulations issued pursuant to said Act.

14. TERMINATION

This Agreement may be terminated by County without cause, and at will, for any reason by giving to Contractor thirty (30) calendar days written notice of such intent to terminate. Contractor may terminate this Agreement without cause, and at will, for any reason whatsoever by giving to County thirty (30) calendar days written notice of such intent to terminate.

Notwithstanding the foregoing, if this Agreement is subject to General Conditions (set forth as an Exhibit hereto), then termination shall be in accordance with the General Conditions and this Paragraph 14 shall not apply.

15. ASSIGNMENT

This is an agreement for the personal services of Contractor. County has relied upon the skills, knowledge, experience, and training of Contractor as an inducement to enter into this Agreement. Contractor shall not assign or subcontract this Agreement, or any part of it, without the express written consent of County. Further, Contractor shall not assign any moneys due or to become due under this Agreement without the prior written consent of County.

16. DEFAULT

If Contractor abandons the work, fails to proceed with the work or services requested by County in a timely manner, or fails in any way as required to conduct the work and services as required by County, then County may declare Contractor in default and terminate this Agreement upon five (5) days written notice to Contractor. Upon such termination by default, County will pay to Contractor all amounts owing to Contractor for services and work satisfactorily performed to the date of termination.

17. WAIVER OF DEFAULT

Waiver of any default by either party to this Agreement shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in Paragraph 23.

18. CONFIDENTIALITY

Contractor agrees to comply with various provisions of the federal, state, and county laws, regulations, and ordinances providing that information and records kept, maintained, or accessible by Contractor in the course of providing services and work under this Agreement, shall be privileged, restricted, or confidential. Contractor agrees to keep confidential, all such privileged, restricted or confidential information and records obtained in the course of providing the work and services under this Agreement. Disclosure of such information or records shall be made by Contractor only with the express written consent of County.

19. CONFLICTS

Contractor agrees that he/she has no interest, and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of the work and services under this Agreement. Contractor agrees to complete and file a conflict-of-interest statement.

20. POST-AGREEMENT COVENANT

Contractor agrees not to use any confidential, protected, or privileged information that is gained from County in the course of providing services and work under this Agreement, for any personal benefit, gain, or enhancement. Further, Contractor agrees for a period of two (2) years after the termination of this Agreement, not to seek or accept any employment with any entity, association, corporation, or person who, during the term of this Agreement, has had an adverse or conflicting interest with County, or who has been an adverse party in litigation with County, and concerning such, Contractor by virtue of this Agreement has gained access to County's confidential, privileged, protected, or proprietary information.

21. SEVERABILITY

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction, or if it is found in contravention of any federal, state, or county statute, ordinance, or regulation, then the remaining provisions of this Agreement, or the application thereof, shall not be invalidated thereby, and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

22. FUNDING LIMITATION

The ability of County to enter into this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to terminate, reduce, or modify this Agreement, or any of its terms within ten (10) days of notifying Contractor of the termination, reduction, or modification of available funding. Any reduction or modification of this Agreement effective pursuant to this provision must comply with the requirements of Paragraph 23.

23. AMENDMENT

This Agreement may be modified, amended, changed, added to, or subtracted from, by the mutual consent of the parties hereto, if such amendment or change order is in written form, and executed with the same formalities as this Agreement or in accordance with delegated authority therefor, and attached to the original Agreement to maintain continuity.

24. NOTICE

Any notice, communication, amendments, additions or deletions to this Agreement, including change of address of any party during the term of this Agreement, which Contractor or County shall be required, or may desire to make, shall be in writing and may be personally served, or sent by prepaid first-class mail or email (if included below) to the respective parties as follows:

County of Mono:
Cathy Young, Social Services
PO Box 2969
Mammoth Lakes, CA 93546
cyoung@mono.ca.gov

Contractor:

Patricia Robertson, Director
Mammoth Lakes Housing
PO Box 260
Mammoth Lakes, CA 93546

25. COUNTERPARTS

This Agreement may be executed in two (2) or more counterparts (including by electronic transmission), each of which shall constitute an original, and all of which taken together shall constitute one and the same instrument.

26. ENTIRE AGREEMENT

This Agreement contains the entire agreement of the parties, and no representations, inducements, promises, or agreements otherwise between the parties not embodied herein or incorporated herein by reference, shall be of any force or effect. Further, no term or provision hereof may be changed, waived, discharged, or terminated, unless executed in writing by the parties hereto.

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS, EFFECTIVE AS OF THE DATE LAST SET FORTH BELOW, OR THE COMMENCEMENT DATE PROVIDED IN PARAGRAPH 2 OF THIS AGREEMENT, WHICHEVER IS EARLIER.

COUNTY OF MONO

CONTRACTOR

By: _____

By: _____

Title: _____

Title: _____

Dated: _____

Dated: _____

APPROVED AS TO FORM:

County Counsel

APPROVED BY RISK MANAGEMENT:

Risk Manager

ATTACHMENT A
AGREEMENT BETWEEN COUNTY OF MONO
AND MAMMOTH LAKES HOUSING
FOR THE PROVISION OF HOUSING NAVIGATOR SERVICES

TERM:

FROM: June 1, 2022 To: June 30, 2025

SCOPE OF WORK

CONTRACTOR will serve as a strategic partner to COUNTY in the delivery of housing navigation services across several programs with similar housing navigation needs. COUNTY will use a portion of their Housing & Disability Advocacy Program (HDAP), Bringing Families Home (BFH), and Home Safe funding allocations to fund a Housing Navigator position to work in concert with Social Services and other housing and homelessness prevention partners across Mono County.

CONTRACTOR will hire at least one 80% FTE Housing Navigator to assist in identifying and serving clients under the HDAP, BFH, and Home Safe programs. The Housing Navigator will work to improve crisis intervention for persons seeking housing services and/or experiencing homelessness in the Eastern Sierra. The Housing Navigator will identify, engage and assist individuals and families seeking affordable housing, living in overcrowded homes, on the street or in encampments, vehicles, structures not suitable for habitation, couch-surfing, or other locations or at imminent risk of homelessness. In collaboration with other agencies and nonprofit organizations, the Navigator will connect clients with necessary social services and move them from the street or other unsuitable living conditions to interim or permanent housing. Individualized care is provided to each person experiencing or at risk of homelessness and an Individualized Service Plan developed to address barriers, increase income, and maintain and sustain permanent housing. As part of the plan, the Navigator will identify support needed to accomplish the outlined goals and objectives (e.g., scheduling appointments, procuring necessary documents, such as Identification card or birth certificate, applying for public benefits, and identifying subsidized housing).

CONTRACTOR will collect, track, report and measure relevant program outcomes, as specified by the California Department of Social Services (CDSS), including: a) Enter clients into the Homeless Management Information System, b) Submit related program reports in support of COUNTY reports to CDSS, c) Engage in training, technical assistance, and continuous quality improvement, and d) Actively engage with technical assistance providers, including those contracted by CDSS such as Change Well, to support program growth and improvement.

ATTACHMENT B
AGREEMENT BETWEEN COUNTY OF MONO
AND MAMMOTH LAKES HOUSING
FOR THE PROVISION OF HOUSING NAVIGATOR SERVICES

TERM:

FROM: June 1, 2022 To: June 30, 2025

SCHEDULE OF FEES

Total payments to Contractor for services provided to County under the terms of this Agreement for the period from June 1, 2022 to June 30, 2025 shall not exceed \$325,000. However, payments to Contractor shall not exceed \$25,000 in fiscal year 2021-22 and shall not exceed \$100,000 per fiscal year thereafter.

County shall make up to six \$50,000 advance payments to Contractor, which amounts shall be used solely towards County's payment of Contractor's monthly invoices until such time that the funds from each \$50,000 advance payment are exhausted. No more than two \$50,000 advance payments shall be made within any twelve (12) month period. When the funds from the sixth \$50,000 advance payment are exhausted, the County shall make a final advance payment to Contractor in the amount of \$25,000 to be used solely towards payment of Contractor's monthly invoices.

In the event this Agreement is terminated by either party, Contractor shall return to County all unused funds remaining from all of the County's advance payments within 30 days of such termination.

Contractor shall return to County all unused funds remaining from County's advance payments by July 30, 2025.

The following budget is set forth for informational purposes only and may be adjusted by mutual agreement, in writing, by COUNTY and CONTRACTOR.

PERSONNEL EXPENSE	PER FISCAL YEAR	COUNTY (80%)	MLH (20%)	TOTAL COST	NOTES
Salaries & Benefits	Oversight/Admin	\$10,150	\$2,538	\$12,688	
Salaries & Benefits	Housing Navigator 100% FTE	\$74,430	\$18,608	\$93,038	County will pay for bi-lingual testing services outside of this Agreement
Total Personnel Expense		\$84,580	\$21,146	\$105,726	
OPERATING EXPENSE	PER FISCAL YEAR				
Services & Supplies					
	Cell phone monthly costs	\$1,440	\$0	\$1,440	
Travel expenses					

	Mileage	\$2,262	\$0	\$2,262	
	Per Diem	\$600	\$0	\$600	
Training	Hotel	\$960	\$240	\$1,200	
One time start-up Costs	Computer	\$800	\$200	\$1,000	
	Cell phone	\$900	\$0	\$900	
In-Direct 10% of personnel		\$8,458	\$2,009	\$10,467	
Total Operating Expense		\$15,420	\$2,449	\$17,869	
TOTAL EXPENSES	PER FISCAL YEAR	\$100,000	\$23,595	\$123,595	



KIM JOHNSON
DIRECTOR

STATE OF CALIFORNIA—HEALTH AND HUMAN SERVICES AGENCY
DEPARTMENT OF SOCIAL SERVICES
744 P Street • Sacramento, CA 95814 • www.cdss.ca.gov



GAVIN NEWSOM
GOVERNOR

Housing and Disability Advocacy Program (HDAP) FACT SHEET

The Housing and Disability Advocacy Program (HDAP), established by Assembly Bill (AB) 1603 (Chapter 25, Statutes of 2016) and updated by Senate Bill (SB) 80 (Chapter 27, Statutes 2019), assists people experiencing homelessness who are likely eligible for disability benefits by providing advocacy for disability benefits as well as housing supports.

Program Overview

- HDAP provides outreach, case management, benefits advocacy and housing supports to individuals who are disabled or likely disabled and who are experiencing homelessness. People experiencing chronic homelessness and those who rely most heavily on state and county-funded services are prioritized.
- HDAP follows a Housing First model and uses evidence-based housing interventions, including Rapid Re-housing and Permanent Supportive Housing. The type of housing intervention provided is determined by the individual's level of need. Services and assistance are provided as needed, on a voluntary basis; housing is not contingent upon participation in services.
- Grantees operating local HDAPs must work in collaboration and coordination with the greater homelessness response system and participate in their local homeless Continuum of Care (CoC) and Coordinated Entry System (CES) to ensure populations with the highest needs are given the highest priority for HDAP services.
- The program was established in Fiscal Year (FY) 2017-18 with a \$45 million appropriation available over three years (July 1, 2017 through June 30, 2020). In FY 2019-20 HDAP was established as an ongoing program with an annual appropriation of \$25 million. The program requires a dollar-for-dollar grantee match.

Early Learnings and Program Accomplishments

- Since HDAP's inception in FY 2017-18 through June 2020, the program has served more than 3,000 people. CDSS prepares an annual [HDAP Report](#) for the Legislature in February of each year.
- Grantees have attributed HDAP with improving cross-collaboration between social services agencies, disability benefit advocates, and housing providers for a more holistic and person-centered approach to service delivery.
- Grantees with robust and innovative outreach and engagement strategies have reported increased success in maintaining contact with clients, which is critical to providing disability benefit advocacy services and housing supports.
- HDAP has increased use of homeless data tracking by utilizing the Homelessness Management Information System (HMIS) and collaboration with the local homelessness Coordinated Entry System.

November 2020

Technical Assistance and Support

The CDSS Housing and Homelessness Branch provides regular and targeted technical assistance to HDAP grantees, including but not limited to:

- Monthly statewide conference calls to provide an opportunity for peer-sharing and targeted support.
- Individualized grantee-specific technical assistance, including ongoing telephone and email correspondence.
- Webinars designed to support grantees in securing housing, Housing First, successful budgeting and rehousing strategies, the SOAR (SSI/SSDI Outreach, Access and Recovery) disability advocacy model, addressing racial disparities in housing, and more.
- Learning forums, which provide training from national, state, and local experts in housing and homelessness on best and evidence-based practices, including facilitating collaboration between local social services agencies and homelessness response systems; housing interventions and utilizing a Housing First approach; outreach, assessment and prioritization; disability advocacy best practices, and incorporating housing and health (such as partnerships with Whole Person Care Pilots), and more.
- Ongoing support to help grantees procure or expand housing opportunities, including securing federal vouchers and collaborating with local homelessness Continuum of Care (CoC), Coordinated Entry System (CES), and Public Housing Authorities (PHA) for additional permanent housing options.
- Collaboration with the CDSS Office of Tribal Affairs (OTA) and engagement with tribal government agencies to learn and incorporate the needs of tribal communities within the program model and design considerations, outreach for funding, and providing technical assistance and peer sharing opportunities among tribal governments.

The following 44 grantees are participating in HDAP in FY 2020-21:

- Alameda
- Butte
- Colusa
- Contra Costa
- Del Norte
- Dry Creek Rancheria
- Fresno
- Glenn
- Humboldt
- Inyo
- Kern
- Lake
- Lassen
- Los Angeles
- Marin
- Mariposa
- Mendocino
- Merced
- Modoc
- Mono
- Monterey
- Napa
- Nevada
- Orange
- Placer
- Riverside
- Sacramento
- San Benito
- San Bernardino
- San Diego
- San Francisco
- San Luis Obispo
- San Mateo
- Santa Clara
- Santa Cruz
- Shasta
- Solano
- Sonoma
- Stanislaus
- Sutter
- Tulare
- Ventura
- Yolo
- Yuba



KIM JOHNSON
DIRECTOR

STATE OF CALIFORNIA—HEALTH AND HUMAN SERVICES AGENCY
DEPARTMENT OF SOCIAL SERVICES
744 P Street • Sacramento, CA 95814 • www.cdss.ca.gov



GAVIN NEWSOM
GOVERNOR

Home Safe Program FACT SHEET

The Home Safe Program, created by Assembly Bill (AB) 1811 (Chapter 35, Statutes of 2018), is intended to support the safety and housing stability of individuals involved in Adult Protective Services (APS) by providing housing-related assistance using evidence-based practices for homeless assistance and prevention.

Program Overview

- Home Safe assists APS clients who are experiencing or at imminent risk of homelessness due to elder or dependent adult abuse, neglect, self-neglect, or financial exploitation.
- Grantees operating local Home Safe Programs utilize a range of strategies to support housing stability for APS clients, including housing related intensive case management, short-term housing related financial assistance, deep cleaning to maintain safe housing, eviction prevention, landlord mediation, and more.
- The California State Budget for Fiscal Year (FY) 2018-19 included a state allocation of \$15 million General Fund for Home Safe, available over a three-year period, beginning July 1, 2018 through June 30, 2021. The program requires a dollar-for-dollar grantee match.

Early Learnings and Accomplishments

- Participants are provided an array of tailored services, with some of the highest demand services including rental and utility arrearages, deep cleanings, landlord mediation, facilitating mobility-related modifications to the home (e.g., grab bars and ramps), and housing-related intensive case management.
- Grantees report building new or stronger collaborations between APS and local homelessness systems, including integrating a housing-first approach to APS cases.
- Home Safe's flexible program design allows case workers to direct financial assistance to the housing stability challenges of each client. Examples include connecting to local resources that provide mobile home repairs, covering unexpectedly high utilities during summer and winter, reunifying clients with family for long term housing stability, or making homes accessible so clients can age in place. Absent Home Safe, most APS case workers could not provide this type of assistance.
- Grantees have reported an increase in collaboration with the local homelessness system as well as Whole Person Care efforts and the mental health system of care in order to maximizing funding to support the needs of clients. Home Safe has also generated a deeper understanding of housing-related practices, such as housing first principles, within many APS departments.

For example, APS case workers provide emergency housing and supports to serve as a bridge between the previous housing situation and safe, affordable permanent housing placement. Outside of Home Safe, local homeless Continuums of Care have few emergency housing options for elderly or dependent adults who may have mobility issues, cognitive impairment, or otherwise require a higher level of care.

November 2020

- Because Home Safe clients face complex needs, grantees have reported a higher than expected need for intensive housing related case management. Most grantees have found that the use of intensive case management paired with flexible housing related financial support is key to stabilizing a client in housing.

Technical Assistance and Support

The CDSS Housing and Homelessness Branch provides regular and targeted technical assistance to Home Safe grantees, including but not limited to:

- Monthly statewide conference calls to provide an opportunity for peer-sharing and targeted support.
- Individualized grantee-specific technical assistance, including ongoing telephone and email correspondence throughout the pilot.
- Webinars designed to support grantees in prevention, diversion and rehousing strategies, assessments and reporting, Housing First, addressing racial disparities in housing, and more.
- Learning forums, which provide training from national, state, and local experts in housing and homelessness on best and evidence-based practices, including program development, facilitating collaboration between local APS and homelessness response systems, assessments and reporting, and more.
- Ongoing support to help grantees procure or expand housing opportunities, including securing federal vouchers and collaborating with local homeless Continuum of Care (CoC), Coordinated Entry System (CES), and Public Housing Authorities (PHA) for additional permanent housing options.
- Collaboration with the University of California-San Francisco to provide an external evaluation of the program. It is anticipated the initial report will be available February 2021.

The following 25 grantees received Home Safe Program allocations in December 2018:

Grantee	Allocation
Alameda	\$955,400
Butte	\$200,000
Contra Costa	\$740,079
Fresno	\$588,571
Humboldt	\$335,848
Kern	\$170,000
Kings	\$113,440
Los Angeles	\$2,648,128
Mariposa	\$170,000
Mendocino	\$216,417
Merced	\$747,080
Nevada	\$50,620

Grantee	Allocation
Placer	\$468,885
Riverside	\$1,969,541
Sacramento	\$263,640
San Bernardino	\$600,000
San Diego	\$500,000
San Francisco	\$773,981
Santa Clara	\$720,822
Santa Cruz	\$743,440
Shasta	\$216,516
Sonoma	\$680,000
Tehama	\$170,000
Ventura	\$170,000
Yuba	\$287,592



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

REGULAR AGENDA REQUEST

Print

MEETING DATE June 7, 2022

Departments: Elections

TIME REQUIRED

SUBJECT

Resolution Adopting a Policy for the Registrar of Voters to Use Mono County Employees as Precinct Board Members (Poll Workers) on Election Days

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

There are at least two elections every other year in Mono County that require six poll places being staffed with poll workers. The Elections Department depends on members of our community to aid in this election process, but recruiting poll workers has become increasingly difficult. We rely on the assistance of our fellow County employees in order to adequately staff our poll places, but until now there has been no set policy in place for to address the time and compensation for County employees who serve as poll workers, which is why I am submitting this resolution today.

RECOMMENDED ACTION:

Approve Resolution R22-___, Adopting a policy for the Registrar of Voters to use Mono County employees as precinct board members (poll workers) on election days.

FISCAL IMPACT:

No incremental increase in costs to County Departments beyond budgeted positions. Hours worked as a poll worker in excess of a County employee's regular hours will be compensated at the same rate paid to non-County employee poll workers and these amounts are included in the Elections budget.

CONTACT NAME: Scheereen Dedman

PHONE/EMAIL: 7609325538 / sdedman@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff Report
Resolution

History

Time	Who	Approval
6/1/2022 9:42 AM	County Counsel	Yes
6/2/2022 5:12 PM	Finance	Yes
6/3/2022 4:17 PM	County Administrative Office	Yes



**CLERK – RECORDER – REGISTRAR
CLERK OF THE BOARD OF SUPERVISORS
COUNTY OF MONO**

**P.O. BOX 237, BRIDGEPORT, CALIFORNIA 93517
(760) 932-5530 • FAX (760) 932-5531**

Scheereen Dedman
Clerk-Recorder-Registrar
760-932-5538
sdedman@mono.ca.gov

Queenie Barnard
Assistant Clerk-Recorder-Registrar
760-932-5534
qbarbard@mono.ca.gov

To: Honorable Board of Supervisors
From: Scheereen Dedman, Clerk-Recorder-Registrar of Voters
Date: June 7, 2022

Discussion

There are at least two elections every other year in Mono County that require six poll places being staffed with poll workers. The Elections Department depends on members of our community to aid in this election process, but recruiting poll workers has become increasingly difficult. We rely on the assistance of our fellow County employees in order to adequately staff our poll places, but until now there has been no set policy in place for to address the time and compensation for County employees who serve as poll workers, which is why I am submitting this resolution today.

Serving as a poll worker will continue to be voluntary for any County employees. Employees who wish to serve must receive permission from their supervisors to take time away from their regular duties. Employees will be paid their normal rate of pay for their regularly scheduled hours by their home department, and any hours served beyond their regularly scheduled hours will be paid at the same rate as a non-county employee poll worker (currently \$8.50 / hour) by the Elections Department, but no overtime or compensatory time off will be earned.

Recommendation

Approve Resolution R22-___, Adopting a policy for the Registrar of Voters to use Mono County employees as precinct board members (poll workers) on election days.

Fiscal Impact

None; employee's regular hours have already been anticipated, as have payment to poll workers.



R22-__

**RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS
ADOPTING A POLICY FOR THE REGISTRAR OF VOTERS TO USE MONO
COUNTY EMPLOYEES AS PRECINCT BOARD MEMBERS (POLL WORKERS) ON
ELECTION DAYS**

WHEREAS, the electoral process fundamental to our system of government is served by providing voters with election polls that are fully staffed with qualified and trained poll workers; and

WHEREAS, the complexity of conducting elections has increased dramatically in recent years and the use of trained and experienced personnel at the precinct level is critical to the efficient conduct of elections; and

WHEREAS, the Registrar of Voters needs experienced volunteer poll workers to staff the polls on Election Days but has experienced difficulty in recruiting and training a skilled pool of precinct board volunteers; and

WHEREAS, participation by County employees in precinct activity furthers their civic involvement, provides a reliable source of volunteers and furthers the County's commitment to the fair and efficient conduct of elections; and

WHEREAS, the Board of Supervisors finds that a vital public interest is served by encouraging County employees to serve as poll workers to help protect and maintain the integrity of the election process in Mono County; and

WHEREAS, the Mono County Board of Supervisors urges employee participation as volunteer poll workers and commends Mono County employees for their dedication to the democratic process.

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1 **NOW, THEREFORE, THE MONO COUNTY BOARD OF SUPERVISORS**
2 **RESOLVES** that:

3 County employees who volunteer and serve as Mono County precinct board members on
4 Election Days shall be entitled to receive their regular salary and compensation as County
5 employees during such service and shall accrue the same vacation and sick leave they would
6 have accrued had they not been absent from their regular position, provided they have the
7 express approval of their supervisor to be absent in order to serve as a poll worker. No overtime
8 or compensatory time off will be earned or accumulated during such volunteer service.
9 However, hours worked as a poll worker in excess of a County employee’s regular hours shall
10 be compensated at the rate paid to non-County employee poll workers.

11 **PASSED, APPROVED** and **ADOPTED** this 7th day of June, 2022, by the following
12 vote, to wit:

- 13 **AYES:**
14 **NOES:**
15 **ABSENT:**
16 **ABSTAIN:**

17
18
19 _____
20 Bob Gardner, Chair
21 Mono County Board of Supervisors

22 ATTEST:

23 APPROVED AS TO FORM:

24 _____
25 Clerk of the Board

26 _____
27 County Counsel



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

REGULAR AGENDA REQUEST

Print

MEETING DATE June 7, 2022

Departments: Clerk of the Board

TIME REQUIRED	PUBLIC HEARING: 9:00 AM (20 minutes)	PERSONS APPEARING BEFORE THE BOARD	Sanjay Choudhrie, Housing Opportunities Manager
SUBJECT	PUBLIC HEARING - Community Development Block Grant Program (CDBG)		

AGENDA DESCRIPTION:

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

The Community Development Block Grant 2022 Notice of Funding Availability (NOFA) has been released for approximately \$30 million. This is a public hearing required as part of the grant application process. Mono County is eligible to apply for a maximum amount per application request of \$1.5 million. The County's existing CDBG grant is funding childcare services in Bridgeport through Mono First 5.

RECOMMENDED ACTION:

Conduct public hearing. Provide direction to staff to return to the Board with a resolution authorizing the County's application and/or provide any other desired direction to staff.

FISCAL IMPACT:

None.

CONTACT NAME: Sanjay Choudhrie

PHONE/EMAIL: / schoudhrie@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff Report
Public Hearing Notice

History

Time	Who	Approval
6/3/2022 4:24 PM	County Counsel	Yes
6/2/2022 5:01 PM	Finance	Yes
6/3/2022 4:25 PM	County Administrative Office	Yes



**COUNTY ADMINISTRATIVE OFFICER
COUNTY OF MONO**

Robert C. Lawton
PO Box 696
Bridgeport, CA 93517-0696
(760) 932-5410
rlawton@mono.ca.gov
www.mono.ca.gov

BOARD OF SUPERVISORS

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Scheereen Dedman

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Karin Humiston

PUBLIC HEALTH

Bryan Wheeler

PUBLIC WORKS

Tony Dublino

SOCIAL SERVICES

Kathy Peterson

Date: June 7, 2022

To: Honorable Board of Supervisors

From: Robert C. Lawton, Mono County

Subject: Public hearing to gauge public interest in Mono County submitting a grant application for the 2022 CDBG Notice of Funding Availability (NOFA) for Early Childhood Development programs.

Recommended Action:

Conduct public hearing. Provide direction to staff to return to the Board with a resolution authorizing the County's application and/or provide any other desired direction to staff.

Background:

The California Department of Housing and Community Development (Department) has announced the release of a Notice of Funding Availability (NOFA) for approximately \$30 million in federal funds for the 2022 Community Development Block Grant (CDBG) program.

Molly Desbaillets, Mono County First5 Director, has requested that the County hold a public hearing for the purpose of obtaining input into whether the County should apply for \$500,000 of these funds towards childcare activities in Bridgeport. If the Board, following receipt of public input, determines that the County should apply for funds, staff will return at a subsequent meeting with a proposed resolution for the Board to authorize the funding application and related approvals. Applications are due June 20, 2022, at 3:00 p.m. Pacific Daylight Time (PDT).

Fiscal Impact: None at this time.

County of Mono Notice of Public Hearing to Discuss Community Development Block Grant Notice of Funding Availability

NOTICE IS HEREBY GIVEN that the Board of Supervisors, County of Mono, will conduct a public hearing on **Tuesday, June 7, 2022 at 9:00 a.m.** or soon afterward, to consider the following item: discussion by the Mono County Board of Supervisors of possible applications for funding under the next fiscal year's (July 1, 2022 to June 30, 2023) 2022 Community Development Block Grant (CDBG) Program and to solicit public input on possible competitive and over-the-counter activities to be included in the application.

This meeting will be held both in person and virtually via Zoom and participant information will be made available on the upcoming agenda.

Meeting Location: Board Chambers, 2nd Fl., County Courthouse, 278 Main St., Bridgeport, CA 93517

To join the meeting by computer:

Visit <https://monocounty.zoom.us/j/84034805643> Or visit <https://www.zoom.us/>, click on "Join A Meeting" and enter the Zoom Webinar ID 840 3480 5643.

To join the meeting by telephone:

*Dial (669) 900-6833, then enter Webinar ID 840 3480 5643. To provide public comment (at appropriate times) during the meeting, press *9 to raise your hand.*

The Community Development and Economic Development allocations of the State CDBG program will be published in a combined "Notice of Funding Availability" (NOFA) each program year. Eligible cities and counties may submit Community Development and Housing applications for CDBG funds under the 2022 NOFA for a maximum per application request of \$1,500,000.00. It is estimated that the funding of the State 2022 allocation is approximately \$30,000,000.

The Economic Development "Over-the-Counter" (OTC) allocation has an approximate maximum limit of \$1,500,000. The NOFA also includes the Native American and Colonia allocations. The Native American allocation is only for areas with high concentrations of low-income Native American residents, who are not part of a federally recognized Native American Indian tribe or Rancheria. The Colonia funding is only for designated communities within 150 miles of the Mexican American border.

ELIGIBLE ACTIVITIES UNDER THE ABOVE ALLOCATIONS IN THE 2021 NOFA CONSIST OF: HOMEOWNERSHIP ASSISTANCE AND HOUSING REHABILITATION PROGRAMS; PUBLIC FACILITY AND PUBLIC IMPROVEMENTS PROJECTS (INCLUDING PUBLIC IMPROVEMENTS IN SUPPORT OF NEW HOUSING CONSTRUCTION); PUBLIC SERVICE PROGRAMS, PLANNING STUDIES, ECONOMIC DEVELOPMENT BUSINESS ASSISTANCE AND MICROENTERPRISE ACTIVITIES. ELIGIBLE ACTIVITIES

PAID FOR WITH STATE CDBG FUNDS MUST MEET ONE OF THE THREE NATIONAL OBJECTIVES LISTED IN CDBG FEDERAL STATUTES AS FOLLOWS: BENEFIT TO LOW –MODERATE INCOME HOUSEHOLDS OR PERSONS; ELIMINATION OF SLUMS AND BLIGHT; OR MEETING URGENT COMMUNITY DEVELOPMENT NEED (WITH PRIOR DEPARTMENT APPROVAL).

The County of Mono anticipates submitting an application under the NOFA published during the next program year. The County of Mono has or anticipates receiving approximately \$500,000 in CDBG Program Income that must be expended prior to expending awarded grant funds.

The purpose of this public hearing is to give the public an opportunity to make their comments known regarding what types of eligible activities the County of Mono should apply for under the State CDBG program.

If special accommodations are required because of a sensory or mobility impairment or disability, or if an interpreter is needed, please contact Danielle Patrick at despinosa@mono.ca.gov or 760-932-5535 to arrange for those accommodations. The County promotes fair housing and makes all programs available to low and moderate-income families regardless of age, race, color, religion, sex, national origin, sexual preference, marital status or handicap.

Written comments are also invited and should be addressed to the County Clerk's Office, P.O. Box 715 Bridgeport, CA., 93517 or BOS@mono.ca.gov. Relevant files, and grant regulations are available for review at the County Administrative Office.

Additional information may be obtained by calling the Mono County Clerk of the Board's office at 760-932-5530.

The County of Mono promotes fair housing and makes all its programs available to low- and moderate-income families regardless of age, race, color, religion, sex, national orientation, marital status, or handicap.



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

REGULAR AGENDA REQUEST

Print

MEETING DATE June 7, 2022

Departments: CAO, Public Health

TIME REQUIRED 15 minutes

SUBJECT COVID-19 (Coronavirus) Update

**PERSONS
APPEARING
BEFORE THE
BOARD**

Robert C. Lawton, CAO, Bryan
Wheeler, Public Health Director, Dr.
Caryn Slack, Public Health Officer

AGENDA DESCRIPTION:

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

Update on Countywide response and planning related to the COVID-19 pandemic.

RECOMMENDED ACTION:

None, informational only.

FISCAL IMPACT:

None.

CONTACT NAME: Robert C. Lawton

PHONE/EMAIL: 760-932-5415 / rlawton@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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

History

Time

Who

Approval



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE June 7, 2022

Departments: Sheriff

TIME REQUIRED 10 minutes

PERSONS Ingrid Braun, Sheriff

SUBJECT Sheriff's Policy Regarding Military
Equipment

**APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

On April 14, 2022, the Board of Supervisors was presented with information regarding the requirements of Assembly Bill (AB) 481. AB 481 requires each law enforcement agency to obtain approval of the applicable governing body, by adoption of a military equipment use policy, by ordinance at a regular meeting held pursuant to specified open meeting laws, for the continued use of military equipment acquired before January 1, 2022.

RECOMMENDED ACTION:

Introduce, read title, and waive further reading of proposed ordinance. Provide any desired direction to staff.

FISCAL IMPACT:

None. The policy relates to existing equipment within the Sheriff's Department and is in response to new state law requiring a policy for acquisition, funding and use of such equipment.

CONTACT NAME: Ingrid Braun or Stacey Simon

PHONE/EMAIL: 7606483270 / ssimon@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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Staff Report
Ordinance
Policy

History

Time	Who	Approval
5/27/2022 3:25 PM	County Counsel	Yes
6/2/2022 3:27 PM	Finance	Yes
6/3/2022 4:21 PM	County Administrative Office	Yes

MONO COUNTY
SHERIFF
A Commitment to Community Safety and Service



Ingrid Braun
Sheriff-Coroner

DATE: June 7, 2022
TO: The Honorable Board of Supervisors

Phillip West
Undersheriff

FROM: Ingrid Braun, Sheriff-Coroner

SUBJECT: County Ordinance Approving Sheriff's Office Military Equipment Policy

Recommended Action

Review and consider approving the proposed County Ordinance authorizing the Sheriff's Office "Military Equipment Policy" as required by Government Code §§7070, et seq.

Background

On April 14, 2022, the Board of Supervisors was presented with information regarding the requirements of Assembly Bill (AB) 481. AB 481 requires each law enforcement agency to obtain approval of the applicable governing body, by adoption of a military equipment use policy, by ordinance at a regular meeting held pursuant to specified open meeting laws, for the continued use of military equipment acquired before January 1, 2022.

Discussion

As required, the Sheriff's Office proposed military equipment policy was submitted to the Board of Supervisors and has been available on our website for more than 30 days. The Sheriff's Office maintains and utilizes the listed equipment as tools necessary to maintain public safety.

Fiscal Impact

There is no impact to the General Fund.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "IB", written over a horizontal line.

Ingrid Braun
Sheriff-Coroner

Attachment: Mono County Sheriff's Office Military Equipment Policy



ORDINANCE NO. ORD22-__

**AN ORDINANCE OF THE MONO COUNTY
BOARD OF SUPERVISORS ADOPTING THE MONO COUNTY SHERIFF'S
POLICY REGARDING MILITARY EQUIPMENT PURSUANT TO AB 481**

WHEREAS, Governor Gavin Newsom signed AB 481 into law on September 30, 2021; and

WHEREAS, the legislative intent behind AB 481 is to increase the public transparency by which California law enforcement agencies fund, acquire, and/or use military equipment, as defined under AB 481; and

WHEREAS, AB 481 requires California law enforcement agencies to obtain approval of their applicable governing body, by adoption of a military equipment use policy, prior to taking certain actions relating to the funding, acquisition, and/or use of military equipment; and

WHEREAS, AB 481 requires California law enforcement agencies that receive approval for a military equipment use policy to submit to the applicable governing body an annual military equipment report for each type of military equipment approved by the governing body within one year of approval, and annually thereafter so long as the military equipment is available for use; and

WHEREAS, AB 481 requires the applicable governing body of the law enforcement agency to annually review the military equipment use policy to either disapprove a renewal of the authorization of a type of military equipment or amend the military equipment use policy; and

WHEREAS, the Sheriff's Department Policy Regarding Military Equipment, attached hereto as Exhibit A and incorporated herein by this reference, has been prepared by the Sheriff's Department as its proposed military equipment use policy; and

WHEREAS, a duly noticed public meeting was conducted by the Mono County Board of Supervisors at its regular meeting on April 19, 2022, to consider the policy.

NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF MONO ORDAINS THAT:

SECTION ONE: Based on the above recitals, which are incorporated herein as findings, and the information provided at the public meeting, the Mono County Board of Supervisors determines that the Sheriff's Department Policy Regarding Military Equipment attached hereto as Exhibit A and

1 incorporated by this reference complies with the standards for approval under Government Code section
2 7070 and that:

- 3 1. The identified military equipment is necessary because there is no reasonable alternative that
4 can achieve the same objective of officer and civilian safety.
- 5 2. The Policy Regarding Military Equipment will safeguard the public's welfare, safety, civil
6 rights, and civil liberties.
- 7 3. The purchase and use of the identified military equipment is reasonably cost effective
8 compared to available alternatives that can achieve the same objective of officer and civilian
9 safety.
- 10 4. All military equipment used prior to the adoption of the above-mentioned policy complied
11 with applicable County and department policy in effect at that time, and adoption of the
12 policy will ensure future compliance.

13 **SECTION TWO:** The Sheriff's Department Policy Regarding Military Equipment (Exhibit A),
14 is hereby approved and adopted.

15 **SECTION THREE:** This ordinance shall become effective 30 days from the date of its
16 adoption and final passage, which appears immediately below. The Clerk of the Board of Supervisors
17 shall post this ordinance and also publish it in the manner prescribed by Government Code Section
18 25124 no later than 15 days after the date of its adoption and final passage. If the Clerk fails to publish
19 this ordinance within said 15-day period, then the ordinance shall not take effect until 30 days after the
20 date of publication.

21 **PASSED, APPROVED and ADOPTED** this _____ day of _____, 2022, by the
22 following vote, to wit:

23 **AYES:**

24 **NOES:**

25 **ABSENT:**

26 **ABSTAIN:**

27 _____
28 Bob Gardner, Chair
29 Mono County Board of Supervisors

30 **ATTEST:**

31 **APPROVED AS TO FORM:**

32 _____
Clerk of the Board

County Counsel

Military Equipment

705.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidelines for the approval, acquisition, and reporting requirements of military equipment (Government Code § 7070; Government Code § 7071; Government Code § 7072).

705.1.1 DEFINITIONS

Definitions related to this policy include (Government Code § 7070):

Governing body – The elected or appointed body that oversees the Office.

Military equipment – Includes but is not limited to the following:

- Unmanned, remotely piloted, powered aerial or ground vehicles.
- Mine-resistant ambush-protected (MRAP) vehicles or armored personnel carriers.
- High mobility multipurpose wheeled vehicles (HMMWV), two-and-one-half-ton trucks, five-ton trucks, or wheeled vehicles that have a breaching or entry apparatus attached.
- Tracked armored vehicles that provide ballistic protection to their occupants.
- Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units.
- Weaponized aircraft, vessels, or vehicles of any kind.
- Battering rams, slugs, and breaching apparatuses that are explosive in nature. This does not include a handheld, one-person ram.
- Firearms and ammunition of .50 caliber or greater, excluding standard-issue shotguns and standard-issue shotgun ammunition.
- Specialized firearms and ammunition of less than .50 caliber, including firearms and accessories identified as assault weapons in Penal Code § 30510 and Penal Code § 30515, with the exception of standard-issue firearms.
- Any firearm or firearm accessory that is designed to launch explosive projectiles.
- Noise-flash diversionary devices and explosive breaching tools.
- Munitions containing tear gas or OC, excluding standard, service-issued handheld pepper spray.
- TASER® Shockwave, microwave weapons, water cannons, and long-range acoustic devices (LRADs).
- Kinetic energy weapons and munitions.
- Any other equipment as determined by a governing body or a state agency to require additional oversight.

Mono County Sheriff's Department

Mono County Sheriff Patrol Policy Manual

Military Equipment

705.2 POLICY

It is the policy of the Mono County Sheriff's Department that members of this office comply with the provisions of Government Code § 7071 with respect to military equipment.

705.3 MILITARY EQUIPMENT COORDINATOR

The Sheriff should designate a member of this office to act as the military equipment coordinator. The responsibilities of the military equipment coordinator include but are not limited to:

- (a) Acting as liaison to the governing body for matters related to the requirements of this policy.
- (b) Identifying office equipment that qualifies as military equipment in the current possession of the Office, or the equipment the Office intends to acquire that requires approval by the governing body.
- (c) Conducting an inventory of all military equipment at least annually.
- (d) Collaborating with any allied agency that may use military equipment within the jurisdiction of Mono County Sheriff's Department (Government Code § 7071).
- (e) Preparing for, scheduling, and coordinating the annual community engagement meeting to include:
 1. Publicizing the details of the meeting.
 2. Preparing for public questions regarding the office's funding, acquisition, and use of equipment.
- (f) Preparing the annual military equipment report for submission to the Sheriff and ensuring that the report is made available on the office website (Government Code § 7072).
- (g) Establishing the procedure for a person to register a complaint or concern, or how that person may submit a question about the use of a type of military equipment, and how the Office will respond in a timely manner.

705.4 MILITARY EQUIPMENT INVENTORY

The following constitutes a list of qualifying equipment for the Office:

[See attachment: Military Equipment Inventory Attachment.pdf](#)

705.5 APPROVAL

The Sheriff or the authorized designee shall obtain approval from the governing body by way of an ordinance adopting the military equipment policy. As part of the approval process, the Sheriff or the authorized designee shall ensure the proposed military equipment policy is submitted to the governing body and is available on the office website at least 30 days prior to any public hearing concerning the military equipment at issue (Government Code § 7071). The military

Mono County Sheriff's Department

Mono County Sheriff Patrol Policy Manual

Military Equipment

equipment policy must be approved by the governing body prior to engaging in any of the following (Government Code § 7071):

- (a) Requesting military equipment made available pursuant to 10 USC § 2576a.
- (b) Seeking funds for military equipment, including but not limited to applying for a grant, soliciting or accepting private, local, state, or federal funds, in-kind donations, or other donations or transfers.
- (c) Acquiring military equipment either permanently or temporarily, including by borrowing or leasing.
- (d) Collaborating with another law enforcement agency in the deployment or other use of military equipment within the jurisdiction of this office.
- (e) Using any new or existing military equipment for a purpose, in a manner, or by a person not previously approved by the governing body.
- (f) Soliciting or responding to a proposal for, or entering into an agreement with, any other person or entity to seek funds for, apply to receive, acquire, use, or collaborate in the use of military equipment.
- (g) Acquiring military equipment through any means not provided above.

705.6 COORDINATION WITH OTHER JURISDICTIONS

Military equipment should not be used by any other law enforcement agency or member in this jurisdiction unless the military equipment is approved for use in accordance with this policy.

705.7 ANNUAL REPORT

Upon approval of a military equipment policy, the Sheriff or the authorized designee should submit a military equipment report to the governing body for each type of military equipment approved within one year of approval, and annually thereafter for as long as the military equipment is available for use (Government Code § 7072).

The Sheriff or the authorized designee should also make each annual military equipment report publicly available on the office website for as long as the military equipment is available for use. The report shall include all information required by Government Code § 7072 for the preceding calendar year for each type of military equipment in office inventory.

705.8 COMMUNITY ENGAGEMENT

Within 30 days of submitting and publicly releasing the annual report, the Office shall hold at least one well-publicized and conveniently located community engagement meeting, at which the Office should discuss the report and respond to public questions regarding the funding, acquisition, or use of military equipment.

Attachments

Military Equipment Inventory Attachment.pdf

Unmanned Aerial Vehicles (drone)

Description, quantity, capabilities, and purchase cost:

DJI Mavic 2 Enterprise (Dual) Unmanned Aerial System (1)

UAS with a secondary camera for either infrared light or 2x Optical Zoom. Capable of attaching an audible loudspeaker and/or spotlight. Weighs 899g with approximately 25-30 minutes of flight time.

Cost: \$3,500

Purpose:

To be deployed when its view would assist with the following situations, which include but are not limited to:

- i. Major collision investigations.
- ii. Search for missing persons.
- iii. Natural disaster management.
- iv. Crime scene photography.
- v. SWAT, tactical or other public safety and life preservation missions.
- vi. In response to specific requests from local, state, or federal fire authorities for other incidents such as, but not limited, fire response and/or prevention.

Authorized Use:

Authorized uses of the UAS include, but not limited to:

- i. Response to a public safety emergency
- ii. Search and Rescue
- iii. Investigating suspicious or explosive devices
- iv. Natural disaster response and management
- v. Crime scene documentation
- vi. Recovery of decedent
- vii. Qualifying law enforcement mutual aid

Expected Lifespan:

3-5 years

Fiscal Impact:

Total ongoing yearly cost for equipment used in the program is estimated to be \$500.

Training:

All Sheriff's Office UAS pilots must obtain a FAA Part 107 (Remote Pilot) license before being allowed to operate a UAS. The Sheriff's Office facilitates approximately 8 hours of ongoing monthly training for UAS pilots.

Legal and Procedural Rules:

Use is established under Sheriff's Office Policy 606 and FAA Regulation 14 CFR Part 107.

It is the policy of this agency to utilize UAS only for official law enforcement purposes, and in a manner that respects the privacy of our community, pursuant to State and Federal law.

Ammunition

Description, quantity, capabilities, and purchase cost:

The Sheriff's Office utilizes the following patrol rifle ammunition

- i. Winchester "Ranger" Centerfire Cartridges, .223 55gr (10,340 rounds)
primary duty round
Cost: \$1.13 per round
- ii. Winchester "Ranger" Centerfire Cartridges, 5.56 caliber 62gr (680 rounds)
primary duty round
Cost: \$1.13 per round

Military Equipment Inventory Attachment

Purpose:

To be used as precision weapons to address a threat with more precision and/or greater distances than a handgun, if present and feasible.

Authorized Use:

The procedural rule for ammunition is listed in Sheriff's Office Policy 306.3.7.

Expected Lifespan:

No expiration dates

Fiscal Impact:

No annual cost to maintain

Training

Prior to using a rifle, officers must be certified by POST instructors in the operation of the rifle. Additionally, all members that operate any rifle are required to pass a range qualification annually.

Legal and Procedural Rules

Use is established under Sheriff's Office Policy. It is the policy of this agency to utilize rifles only for official law enforcement purposes, and pursuant to State and Federal law regarding the use of force.

Specialized Firearms

Description, quantity, capabilities, and purchase cost:

The Sheriff's Office utilizes the following rifles

- i. Colt M4 CQB Semi-Automatic .223 Rem / 556 NATO (24)
Patrol rifle
Cost: \$1,275 each
- ii. Colt M4 Commando Semi-Automatic .223 Rem / 556 NATO (2)
Patrol rifle
Cost: \$1,200 each
- iii. Colt AR-15 Semi-Automatic .223 Rem / 556 NATO (4)
Patrol rifle
Cost: \$1,000 each
- iv. SOCOM 2 Series Sound Suppressor, Caliber 5.56mm
Sound suppressor
Cost: \$950 each

Purpose:

To be used as a precision weapon to address a threat with more precision and/or greater distance than a handgun or shotgun.

Authorized Use:

The procedural rules for firearms are listed in Sheriff's Office Policy 306.

Expected Lifespan:

15 years

Fiscal Impact:

Annual maintenance cost of approximately \$100 per rifle

Training

Prior to using a rifle, officers must be certified by POST instructors in the operation of the rifle. Additionally, all members that operate any rifle are required to pass a range qualification twice a year.

Legal and Procedural Rules

Use is established under Sheriff's Office Policy 306. It is the policy of this agency to utilize rifles only for official law enforcement purposes, and pursuant to State and Federal law regarding the use of force.

Firearms or Firearm Accessory

Description, quantity, capabilities, and purchase cost:

Def-Tech (Defense Technologies) 40 MM Launchers (4)

40MM launchers are a single shot break-open frame launcher with a fixed stock. These launchers are used to launch soft foam projectiles and chemical agent projectiles.

Cost: \$1,000 each

Purpose:

The launcher is used to launch chemical agent projectiles during high-risk incidents to resolve the conflict with less lethal measures. The soft foam projectiles can be further used to port windows after chemical agents have been deployed.

Authorized Use:

Deputies utilizing the 40mm launcher are trained in their use by POST certified chemical agent instructors.

Expected Lifespan:

25 years

Fiscal Impact:

No annual maintenance

Training

Deputies utilizing the 40mm launchers are trained in their use by POST certified chemical agent instructors annually.

Legal and Procedural Rules

Use is established under Sheriff's Office Policy. It is the policy of this agency to utilize 40mm launchers only for official law enforcement purposes, and pursuant to State and Federal law regarding the use of force.

Firearms or Firearm Accessory

Description, quantity, capabilities, and purchase cost:

Tippmann 98 Custom Platinum Series Pepper Ball Launcher (3) and associated ammunition System that uses high pressure air to deliver powder projectiles (similar to a paint ball delivery system). It is a non-lethal option to deliver chemical agents and kinetic energy impacts to subjects in a potentially violent encounter.

Cost: \$170 each

Purpose:

To limit the escalation of conflict where employment of lethal force is prohibited or undesirable. Situations for use of the less lethal weapon systems may include but are not limited to:

- i. Self-destructive, dangerous and/or combative individuals.
- ii. Riot/crowd control
- iii. Circumstances where a tactical advantage can be obtained.

Authorized Use:

Only those who have been trained in the use of Pepper Ball launchers are authorized to use the Pepper Ball launchers.

Expected Lifespan:

20 years

Fiscal Impact:

No annual maintenance

Training

Correctional Officers and deputies utilizing Pepper Ball launchers are trained in their use by POST certified less lethal and/or chemical agent instructors on an annual basis.

Military Equipment Inventory Attachment

Legal and Procedural Rules

Use is established under Sheriff's Office Policy. It is the policy of this agency to utilize Pepper Ball launchers only for official law enforcement purposes, and pursuant to State and Federal law regarding the use of force.

Flashbangs

Description, quantity, capabilities, and purchase cost:

Distraction Device Low Roll Reloadable (10)

A Noise Flash Diversionary Devices (NFDD) is a device that creates a bright flash and loud sound to temporarily divert the attention of subjects in the immediate area. NFDD are used to distract and temporarily incapacitate dangerous suspects by overwhelming their senses of vision and hearing. The distraction allows deputies to seize a moment of opportunity to take control of high-risk situations.

Cost: \$100 each

Purpose:

To produce atmospheric over-pressure and brilliant white light, which, as a result, can cause short-term (6 - 8 seconds) physiological/psychological sensory deprivation to give deputies a tactical advantage. To be used as a less lethal measure to gain compliance during high risk operations.

Authorized Use:

Diversionary Devices shall only be used:

- i. By deputies who have been trained in their proper use.
- ii. In hostage and barricaded subject situations.
- iii. In high-risk warrant (search/arrest) services
- iv. During other high-risk situations where their use would enhance officer safety.
- v. During training exercises.

Expected Lifespan:

5 years

Fiscal Impact:

No annual maintenance.

Training

Deputies utilizing the Flashbangs are trained in their use by POST certified instructors.

Legal and Procedural Rules

Use is established under Sheriff's Office Policy. It is the policy of this agency to utilize these devices only for official law enforcement purposes, and pursuant to State and Federal law regarding the use of force.

Tear Gas

Description, quantity, capabilities, and purchase cost:

Chemical agent munitions, which are commonly referred to as "tear gas," are used as a non-lethal tool to disperse rioting suspects and on barricaded suspects. This agency uses chemical agents which are used by law enforcement across the United States: CS (2-Chlorobenzylidenemalononitrile), CN (chloroacetophenone). and OC (Oleoresin Capsicum). CS and CN are irritating agents and lachrymator (irritates the eyes and causes tears to flow). OC is an inflammatory agent which causes involuntary closure of eyes (open in 2-5 minutes) and respiratory inflammation (subsides in approximately 2 minutes).

- i. CS Han Ball Grenade (21)
- ii. OC Rubber Ball Grenade (26)
- iii. CS Rubber Ball Grenade (14)

Military Equipment Inventory Attachment

- iv. CN Rubber Ball Grenade (30)
- v. CS Spede Heat (24)
- vi. CS Red Smoke (2)
- vii. CS Flameless Tri Chamber (2)
- viii. OC Flameless Expulsion (10)
- ix. CS Instantaneous Blast (1)
- x. OC Instantaneous Blast (1)
- xi. OC Direct Impact (orange top) 40MM (60)
- xii. OC Exact Impact (blue top) 40MM (40)
- xiii. OC 40MM Ferret (8)
- xiv. CS Liquid 40MM (22)
- xv. CS Powder 40MM (83)

Purpose:

To limit the escalation of conflict where employment of lethal force is prohibited or undesirable. Situations for use of the less lethal weapon systems may include, but are not limited to:

- i. Self-destructive, dangerous and/or combative individuals.
- ii. Riot/crowd control and civil unrest incidents.
- iii. Circumstances where a tactical advantage can be obtained.
- iv. Potentially vicious animals.
- v. Training exercises or approved demonstrations.

Authorized Use:

Only officers who have received POST certification in the use chemical agents are authorized to use them.

Expected Lifespan:

Each of the described items has a life expectancy of 5 years.

Fiscal Impact:

There are no annual maintenance costs. Items are replaced as they expire. Pricing is dependent on how many units need to be replaced but will average approximately \$1,000 per year.

Training

Deputies utilizing chemical agents are trained in their use by POST certified instructors.

Legal and Procedural Rules

Use is established under Sheriff's Office Policy. It is the policy of this agency to utilize chemical agents only for official law enforcement purposes, and pursuant to State and Federal law regarding the use of force.



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE June 7, 2022

Departments: Behavioral Health

TIME REQUIRED

SUBJECT Behavioral Health Department Crisis
Care Mobile Units (CCMU) Grant

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Grant agreement with Advocates for Human Potential, Inc. (AHP) for grant funds awarded to Mono County for the provision of Crisis Care Mobile Units.

RECOMMENDED ACTION:

Approve and authorize County Administrative Officer (CAO) to sign grant agreement with Advocates for Human Potential, Inc. (AHP) for grant funds awarded to Mono County for the provision of Crisis Care Mobile Units for the period of September 1, 2021 to June 30, 2025 and a not-to-exceed amount of \$690,000.

FISCAL IMPACT:

This grant will add \$690,000 in funding for a mobile crisis response team. Among other costs, this grant will cover administrative support staffing, training, and direct services.

CONTACT NAME: Robin Roberts

PHONE/EMAIL: 7609241740 / rroberts@mono.ca.gov

SEND COPIES TO:

lcruz@mono.ca.gov

jworkman@mono.ca.gov

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[Staff Report](#)

[Subcontract agreement](#)

History

Time	Who	Approval
6/1/2022 1:37 PM	County Counsel	Yes
6/2/2022 3:14 PM	Finance	Yes
6/3/2022 4:19 PM	County Administrative Office	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 Roberts, Mono County Behavioral Health, Director
DATE: May 2, 2022

SUBJECT:

Behavioral Health Department Crisis Care Mobile Units (CCMU) Grant

RECOMMENDED ACTION:

Approve and authorize County Administrative Officer (CAO) to sign grant agreement with Advocates for Human Potential, Inc. (AHP) for grant funds awarded to Mono County for the provision of Crisis Care Mobile Units for the period of September 1, 2021 to June 30, 2025 and a not-to-exceed amount of \$690,000.

DISCUSSION:

Mono County Behavioral Health (MCBH) was awarded a CCMU grant in the amount of \$690,000 to be spent over the next four years. This grant is from the Department of Health Care Services and is being administered by Advocates for Human Potential (AHP). This contract between MCBH and AHP will allow AHP to administer the grant funds to MCBH throughout the grant period.

This grant will help MCBH create and sustain a mobile crisis response team in collaboration with Mono County Sheriff's Office, Mammoth Lakes Police Department, and Mono County Emergency Medical Services. This grant is funded through the Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA) and the American Recovery Plan Act (ARPA). The Mono County Board of Supervisors received a presentation on 12/21/21 that outlined this grant along with other projects of MCBH.

FISCAL IMPACT:

This grant will add \$690,000 in funding for a mobile crisis response team; among other costs, this grant will cover administrative support staffing, training, and direct services.

SUBMITTED BY:

Robin Roberts, Director, Mono County Behavioral Health, Contact: 760.924.1740

SUBCONTRACT AGREEMENT

SUMMARY COVER SHEET

Contract ID	7460-CA MOBILE CRISIS-MONO-01
Contract Effective Date:	September 1, 2021
Contractor:	ADVOCATES FOR HUMAN POTENTIAL, INC. (AHP) 490-B Boston Post Road, Sudbury, MA 01776-3365 Tel: (978) 443-0055 ♦ Fax: (978) 261-1467 AHP Contracting Officer: Charles Galland, COO cgalland@ahpnet.com/978-261-1425 AHP Project Director: Monica Reeves 131 N. El Molino, Suite 380 Pasadena, CA 91101 Tel: 978-261-1483 (o)/ mreeves@ahpnet.com AHP Direct Staff Contact: Monica Reeves Tel: 978-261-1483 (o)/ mreeves@ahpnet.com
Subcontractor:	COUNTY OF MONO ("MONO") ATTN: Robert Lawton, County Administrative Officer P.O. Box 556, Bridgeport, CA 93517 Phone: 760-932-5415 Email address: rlawton@mono.ca.gov ; agreenberg@mono.ca.gov rroberts@mono.ca.gov ; jworkman@mono.ca.gov
Prime Contract Identification:	Client: California Department of Health Care Services Agreement No.: 21-10349 Contract Title: <i>"Behavioral Health Mobile Crisis and Non-crisis Services (Mobile Crisis)"</i>
Subcontract Type:	Deliverable Base Type Contract
Period of Performance:	September 1, 2021 through June 30, 2025
Consideration/Budget:	Professional Services NTE \$690,000.00
Billing Terms:	Quarterly Invoicing, see Attachment E-Payment Schedule
Payment Terms:	Payment remitted ten (10) business days after receipt of undisputed invoice.

SUBCONTRACT AGREEMENT
7460-CA MOBILE CRISIS-MONO-01

This Subcontract is entered into by and between **ADVOCATES FOR HUMAN POTENTIAL, INC.**, with offices located at **490-B Boston Post Road, Sudbury, MA 01776**, ("AHP" or the "Contractor"), and **COUNTY OF MONO ("MONO")** with offices at **P.O. Box 556, Bridgeport, CA 93517** ("MONO" or "Subcontractor" or "Grantee").

WITNESSETH:

WHEREAS, AHP desires to obtain the Subcontractor's services to support "*Behavioral Health Mobile Crisis and Non-Crisis Services (Mobile Crisis)*" Project No.: 21-10349. **7460-CA MOBILE CRISIS-MONO-01**, hereinafter the "Contract," and the Subcontractor desires to assist AHP in its business by performing such services;

NOW, THEREFORE, based upon the foregoing premises, and in consideration of the mutual covenants and agreements herein set forth, the parties agree as follows:

This Subcontract, and its Attachments, ("Agreement") constitutes the entire agreement and understanding between the parties as to the matters set forth herein. It supersedes all prior understandings, written or oral, between the parties with respect to the subject matter hereof and has been induced by no representations, statements, or agreements other than those herein expressed. By accepting this Agreement, the Subcontractor agrees to be bound by all terms and conditions and provisions that may be incorporated by reference, and all other Attachments to this Agreement.

IN WITNESS THEREOF, the parties hereto have executed this Agreement by their duly authorized respective officers as of the day and year last written below.

**ADVOCATES FOR HUMAN
POTENTIAL, INC.**

COUNTY OF MONO
Print or Type Name of Subcontractor

By:

**CHARLES GALLAND, CHIEF
OPERATING OFFICER**

*Signature of Authorized Entity
Representative*

Date: _____

Print or Type Name of Person Signing

Representative Title

Date: _____

Approved:

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7460-CA MOBILE CRISIS-MONO-01

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SECTION 1. PRIVACY OF CONTRACT

This Agreement is funded in whole or in part with funds from AHP's client, State of CA Department of Health Care Services ("DHCS" or "Client") which includes funding through DHCS's "*Behavioral Health Mobile Crisis and Non-Crisis Services (Mobile Crisis)*". Neither the Client (nor the US Government), nor any of its departments, agencies, or employees is or will be a party to this Agreement or any lower-tier subcontract. No privity between the Client, (or the US Government), and Subcontractor is established by this Agreement.

Except as authorized by AHP, Subcontractor shall not communicate with the Client/US Government regarding any matter which is within the scope of AHP's responsibility under the Prime Contract, or regarding matters within the scope of this Agreement. Authorization by AHP shall not be unreasonably withheld. In addition, Subcontractor shall not communicate with the Client/US Government regarding any matter of dispute with AHP, which shall be resolved strictly through the Disputes provisions of this Subcontract.

SECTION 2. NATURE OF THE SUBCONTRACT

2.1 Type of Subcontract

This is a **Deliverable Base** type Agreement. Subcontractor's accounting system must be capable of allocating and segregating costs applicable to this Subcontract.

2.2 Funding

All amounts under this Agreement reference US dollars. No costs will be incurred except those specifically proposed by the Subcontractor to AHP, and Subcontractor shall perform the work within the funding allocations/budget, specified in **Attachment E**.

This Subcontract is entered into, and the obligation of funds is made, based upon the appropriation under the Prime Contract. Should this appropriation or any funds allocated to the Prime Contract be reduced subsequent to this Agreement, or should the scope of the work, or Statement of Work be redirected by the Client so as to affect the work envisioned to be subcontracted, AHP shall have the right to renegotiate this Agreement or to effect a termination (at its discretion) pursuant to the termination section of this Agreement.

2.3 This Agreement hereby incorporates by reference the Application by Subcontractor as well as Notice of Funding Opportunity.

Total funds currently available for payment and allotted to this Agreement are **six hundred ninety thousand dollars (\$690,000.00)**.

SECTION 3. SUBCONTRACTOR PERFORMANCE AND DELIVERY

3.1 Period of Performance

The Base performance period is **September 1, 2021 through June 30, 2025**, unless sooner terminated in accordance with the terms of this Agreement. Any extensions to the period of performance will be supported by a written modification to the Agreement, and any changes or additions to the Statement of Work/ deliverables/ days of performance shall be determined at that time.

Whenever Subcontractor knows, or reasonably should know, that any actual or potential condition is delaying, or threatens to delay, the timely performance of work, it shall,

within five (5) calendar days, provide AHP with written notice, including all relevant information with respect to the condition(s) and delay.

3.2 Time of the Essence

TIME IS OF THE ESSENCE in Subcontractor's performance of its obligations under this Agreement.

3.3 Delivery Schedule

Satisfactory performance of deliverables shall be deemed to occur upon delivery and acceptance by the Project Director of the items as described in the Statement of Work (SOW). All deliverables shall be submitted as directed by the Project Director. In no event shall Subcontractor submit a deliverable directly to the Client/US Government, unless specifically directed to do so by the Project Director or his/her designee.

Upon request, a copy of all written deliverables shall also be delivered to:

Mr. Charles Galland, Chief Operating Officer, General Counsel
Advocates for Human Potential, Inc.
490-B Boston Post Road, Sudbury, MA 01776
cgalland@ahpnet.com

3.4 Inspection and Acceptance

(a) Inspection and acceptance of work will be made by the AHP Project Director, or his/her duly authorized representative. The responsibilities of the AHP Project Director includes continuous monitoring of Subcontractor's performance and providing technical inspection and acceptance as required under the prime contract.

(b) Inspection and acceptance will be performed at Advocates for Human Potential, Inc., 490-B Boston Post Road, Sudbury, MA 01776, or at such other place(s) as AHP may designate in writing.

(c) Subcontractor shall tender for acceptance those items that conform to the requirements of this Agreement. AHP reserves the right to inspect or test any supplies or services tendered under this Agreement, to the extent practicable at all reasonable places and times. The Client also has the right to inspect and evaluate the work performed or being performed under this Agreement. Inspections and tests will be performed in a manner that will not unduly delay the work. AHP may require repair or replacement of non-conforming supplies or re-performance of nonconforming services at no increase in contract price. Upon submission, AHP shall have ten (10) business days to inspect Subcontractor's work. Should AHP and/or client find the material unsatisfactory, AHP shall notify Subcontractor of the defects within the 10 day period. Subcontractor shall have 10 business days to cure said defects associated with Subcontractor's work/product. If inspection or evaluation is to be performed on the premises of Subcontractor or its lower-tier Subcontractor(s), Subcontractor shall furnish (and require its subcontractors to furnish) all reasonable facilities and assistance for the safety and convenience of these duties.

SECTION 4. STATEMENT OF WORK

(a) Independently, and not as an agent of the Contractor, the US Government, or the Client, Subcontractor shall furnish to AHP all the services, qualified personnel, material, equipment, and facilities, not otherwise provided by AHP or the Client, as needed to perform the Statement of Work in **Attachment D**.

(b) Subcontractor shall maintain an internal quality control program adequate to ensure

that the requirements of this Agreement are met. The work shall be performed in accordance with high standards of professional skill, and upon delivery and acceptance of the deliverables, AHP shall pay the Subcontractor in accordance with the payment provisions of this Agreement.

SECTION 5. SUBCONTRACTOR TRAVEL

- (a) Travel is is not authorized under this Agreement.
(b) If travel is authorized above, refer to Travel Reimbursement Information in Attachment B-Special Subcontract Requirements.

SECTION 6: CONTRACT ADMINISTRATION DATA

6.1 Contractor Representatives

(a) The following individual is designated as AHP's Contracting Officer, and is authorized to direct or negotiate any changes in the statement of work, modify or extend the period of performance, change the delivery schedule, authorize reimbursement to Subcontractor of any costs incurred during the performance of this contract, or otherwise change any terms and conditions of this Agreement:

Mr. Charles Galland, Chief Operating Officer, General Counsel
Advocates for Human Potential, Inc.
490-B Boston Post Road, Sudbury, MA 01776
cgalland@ahpnet.com / (978) 443-0055 x425

(b) The following individual(s) is/are designated for purposes of administering the contractual progress of the Agreement, and for purposes of providing technical direction and guidance:

Monica Reeves, Project Director
Advocates for Human Potential, Inc.
131 N. El Molino, Suite 380
Pasadena, CA 91101
978-261-1483
mreeves@ahpnet.com

6.2 Subcontractor Representatives

(a) The following individual is designated as Subcontractor's Contracting Officer and is authorized to conduct business, negotiate modifications and changes to any terms and conditions of this Agreement:

(b) The following individual is designated as Subcontractor's Project Manager for purposes of administering this Agreement:

6.3 Compensation, Billing Instructions, and Payment

(a) This is a Deliverable Based type Agreement. Subcontractor shall be reimbursed in

accordance with **Attachment E**. In addition, all Subcontractor costs are subject to allowability and reasonableness and any restrictions contained in the Prime Contract, and/or under the Federal Acquisition Regulation ("FAR") if specified.

(b) Invoices may be submitted quarterly, as per payment schedule and shall provide sufficient detail, including at least the following information on each invoice:

- i. Subcontractor's name
- ii. Subcontractor's TIN/EIN
- iii. Subcontract Agreement ID: **7460-CA MOBILE CRISIS-MONO-01**
- iv. Invoice No.
- v. Invoice date
- vi. **AHP's Project & Billing Number(s) applicable to the tasks/deliverables invoiced, as per the Statement of Work attached**
- vii. Amount Due on the Invoice.
- viii. Other substantiating documentation or information as may be requested by AHP
- ix. An original signature of an authorized official of Subcontractor, with the following certification: "I hereby certify that all payments requested are for appropriate purposes and in accordance with the terms and conditions set forth in the Agreement between the parties."
- x. Name/title/telephone number of the person to contact in case of questions about the invoice
- xi. Name, title, phone number, and mailing address of official to whom payment is to be sent.

(c) The cost of overnight or courier delivery of invoices is not allowed.

(d) Invoices shall be sent electronically to: AP2@AHPNET.COM. Upon receipt of an Invoice, proper in form, and accepted and approved by AHP (***approval of the Invoice shall mean that AHP's Project Director has reviewed, accepted, and signed the Invoice***), payment shall be remitted via First Class Mail within 10 business days after receipt of undisputed invoice. When requested, AHP will inform Subcontractor whether or not a specific Subcontractor invoice has been paid, or when AHP reasonably expects the Client to pay the Subcontractor invoice. All payment questions shall be addressed to AHP Accounts Payable at (978) 443-0055.

(e) Subcontractor's right to payment shall be contingent upon the Project Director's review of the deliverables, together with any attachments, and that the review shall demonstrate the achievement of satisfactory performance against the Statement of Work in **Attachment D**. Should Subcontractor's lack of satisfactory performance endanger AHP's successful prosecution of its Prime contract responsibilities, a cure notice shall be issued to Subcontractor. Subcontractor shall respond in three days with a plan to cure such notice. Should the cure not be feasible, or if the cure fails within the agreed upon time frame, AHP may terminate the Agreement immediately upon written notice.

(f) Supporting Documentation: Subcontractor shall provide supporting documentation for invoices as may be requested by AHP, or as may be necessary for compliance with AHP's billing to the Client.

(g) In satisfaction of the Subcontractor's obligation to complete the task(s) called for in **Attachment D, "Statement of Work"**, the Subcontractor shall provide within the

period of performance of this Agreement, the deliverable(s) specified. If at the end of the period of performance, the Subcontractor has not completed the deliverable(s), the fee may be reduced. In the event that the term of this Agreement expires before the Subcontractor has provided the deliverable(s), AHP shall have the right to extend the term of the Agreement to the extent necessary to permit the Subcontractor to provide the deliverable(s) specified.

6.4 Final Payment and Closeout

Subcontractor must invoice for all final costs within ninety (90) days following completion of this Agreement, and will provide all documentation necessary for a timely closeout of this Agreement including the submission of a "Final Invoice," a "Release of Claims," "Assignment of Refunds," and/or other closeout documents as may be required or reasonably requested by AHP. Payment of the invoice may be withheld, pending completion and acceptance by AHP of all work performed, submission of all required documentation and/or substantiation of all work performed or delivered, as per 6.3(g), and submission of all required administrative forms and technical reports. These rights and obligations shall survive the termination of this Subcontract.

6.5 Key Personnel

Subcontractor shall provide the skilled personnel and management necessary to meet the requirements of the Statement of Work. AHP's Project Director shall have right to disapprove all all personnel proposed by Subcontractor to perform under this Agreement. Other than personnel set forth below , prior to staffing any future Key positions, Subcontractor, if so directed by the Project Director, shall submit the names below, and provide any other requested data for the proposed Key personnel to the Project Director. Should Project Director deem any individuals who have been submitted as unacceptable, Subcontractor shall immediately remove any personnel deemed unacceptable from the assignment and replace him/her with an individual of acceptable qualifications, subject to the same submission requirement and right of disapproval above. Subcontractor shall bear all costs associated with such removal and replacement.

Key personnel essential to the work being performed is/are: Not applicable for this contract

No removals, replacements, or diversions of key personnel shall be made without the written consent of AHP's Project Director.

SECTION 7: CHANGES AND MODIFICATIONS

(a) AHP may at any time make unilateral changes, within the general scope of this Agreement, in the definition, time of performance, or quantity of services to be performed.

(b) If any change causes an increase or decrease in the budgeted cost for performance of any part of the work under this Agreement, Subcontractor shall propose a new budget. Upon agreement of a revised price, a modification will be issued. Subcontractor must assert any claim for adjustment under this clause within thirty (30) days from the date of receipt.

(c) Failure to agree to any adjustment on a timely request that is submitted within the thirty (30) day period allowed shall be deemed a dispute concerning a question of fact within the meaning of the Clause of this Agreement entitled "Disputes." Notwithstanding

any failure to agree to any such adjustment, Subcontractor shall diligently proceed with the work as changed.

(d) AHP and/or DHCS may collect additional applicant documentation, signatures, missing items, or omitted information during the response review process. AHP and/or DHCS will advise the applicant orally, by fax, email or in writing of any documentation that is required and the submission timeline. Failure to submit the required documentation by the date and time indicated may cause DHCS to deem a response nonresponsive and eliminate it from further consideration.

SECTION 8: CONFIDENTIAL INFORMATION

(a) *Non-Disclosure of Confidential (Proprietary) Information:* During the term of this Agreement, Subcontractor and its employees, consultants and/or lower tiered subcontractors, may receive or have access to data and information that is proprietary to AHP, DHCS, including the identity of AHP and/or DHCS clients or grantees. All such data and information made available to, disclosed to, or otherwise made known to Subcontractor, its employees, consultants and/or lower tiered subcontractors as a result of services under this Agreement shall be considered and kept confidential by the Subcontractor, and may be used only for purposes of performing the obligations hereunder. Subcontractor, its employees, consultants and/or lower tiered subcontractors shall not reveal, publish or otherwise disclose such information to any third party without the prior written consent of AHP. Subcontractor shall take all reasonable precautions to prevent any other person with whom it is or may become associated from acquiring confidential proprietary information at any time. Disclosure of the information is for purposes of completing performance under this Agreement, and shall in no way be construed to grant any rights to otherwise use this information, nor shall Subcontractor take action to obtain licenses, patents, trademarks, copyrights, or other rights to said information. Upon the expiration or earlier termination of this Agreement, or at any time that AHP so instructs, Subcontractor agrees to deliver to AHP all proprietary information supplied and delivered, (including all copies, materials, print and electronic, collected and created by Subcontractor in performance of services for AHP), and Subcontractor shall make no further use or utilization of the information. The foregoing obligations shall not apply to information which: (a) is or becomes generally available to the public other than as a result of a disclosure by Subcontractor; (b) becomes available to Subcontractor on a non-confidential basis from a third party source which is not prohibited from disclosing such information by a legal, contractual or fiduciary agreement to a third party; (c) Subcontractor develops independently without use of AHP's Confidential Information, as demonstrated by written records and evidence; or (d) is required by law to be disclosed, provided Subcontractor notifies AHP promptly and gives AHP an opportunity to seek an appropriate protective order. These obligations of confidentiality and non-disclosure shall be flowed down to consultants and/or lower tiered subcontractors, and shall survive the termination of this Agreement.

(b) *Non-Disclosure of Confidential Research and Statistical Data:* Subcontractor, and its employees, consultants and/or lower tiered subcontractors, shall be subject to all applicable Federal/state requirements concerning the protection of confidentiality of research and statistical information identifiable to a private person, and will comply with all established procedures to safeguard privacy and confidentiality.

(c) *Personally Identifiable Information.* Subcontractor shall, and shall ensure that each of its subcontractor, if applicable, shall, maintain reasonable security of all personally identifiable information (including but not limited to personal health

information), and comply with all applicable legal requirements relating to such information, including requirements relating to safeguarding, storing, transmitting, sharing, and destroying such information, and breach notification requirements as required in Business Associate Addendum in Attachment B-Special Subcontract Requirements.

Subcontractor shall not, and shall ensure that each subcontractor shall not, share personally identifiable information (including but not limited to personal health information) (excluding the personally identifiable information of Subcontractors or its subcontractors' directors, officers, employees, agents, affiliates, and designees, in connection with Subcontractor's performance under this Agreement).

SECTION 9: INTELLECTUAL PROPERTY

(a) As between AHP and Subcontractor, AHP's ideas and requirements whether written formally or provided verbally to the Subcontractor are owned by AHP or DHCS.

(b) All writings or works of authorship, ideas, discoveries, inventions, patents, products, or other information, including without limitation, specifications, program codes, source code, framework, JAR files, ZIP files, Library's files, scripts, and all related documentation, data or technical information produced or authored by the Subcontractor or any of its employees in **the course of performing the work hereunder**, together with any copyright, trademarks (including goodwill), and any other rights in intellectual property and rights in the physical embodiment in the same ("Works"), are **works made for hire** and the property of DHCS. To the extent that any Works may not, by operation of law, be works made for hire, this Agreement will constitute an irrevocable assignment by the Subcontractor to DHCS of the ownership of, and all rights of copyright, trademarks (including goodwill), and any other rights in intellectual property and rights in the physical embodiment of the Works, and DHCS will have the right to obtain and hold in its name all registrations which may be available in the Works. Subcontractor agrees to give DHCS or its designees all assistance reasonably required to perfect such rights. The Subcontractor will turn over all Works to DHCS or its designee when the Subcontractor ceases to perform services for AHP or upon AHP's earlier request.

(c) In performing services under this Agreement, Subcontractor will not design or develop any items that infringe one or more patents or other intellectual property rights of any third party. If Subcontractor becomes aware of any possible infringement in the course of performing the Work, Subcontractor shall immediately so notify AHP in writing.

(d) This Section is subject to any contrary or additional provisions contained in the **SPECIAL SUBCONTRACT TERMS AND CONDITIONS**, or under FAR clause 52.227-14, Rights in Data, together with any Alternates, if specified.

(e) This Section shall survive the expiration or termination of this Agreement.

SECTION 10: TERMINATION FOR CAUSE

(a) AHP, or at the direction of the Prime Contractor, may terminate if Subcontractor fails to comply with any terms, conditions, requirements, failure of achievement in any or all deliverables, satisfactory performance, or provisions of the Agreement. AHP shall notify Subcontractor in writing of its failure to comply. Should Subcontractor not remedy such failure within ten (10) business days (Remedy Period), the agreement may be terminated. Upon notification or any time during the Remedy Period, Subcontractor may

request additional time in order to cure the default and so long as Subcontractor is working in Good Faith and Prime Contractor approves, the cure period may be extended to at least thirty (30) business days.

(b) In the event that this Agreement is terminated for cause pursuant to Paragraph (a) above, then the Prime Contractor nor AHP shall not be liable for any work that is not performed in accordance with the Subcontract. The Prime Contractor through AHP will pay the Subcontractor for work that has been performed in accordance with this Subcontract and the Subcontractor shall transfer to the Prime Contractor or AHP all work that has been completed and paid for under this Agreement.

(c) This Agreement may be terminated immediately upon notification by either party following a material breach of this Agreement.

SECTION 11: POLICIES AND CODES

- 11.1 Subcontractor shall comply with all California and federal law, regulations, and published guidelines, to the extent that these authorities contain requirements applicable to Subcontractor's performance under this Agreement. These authorities include, but are not limited to, Title 42, United States Code (USC) Chapter 6A Part B and Title 45, Code of Federal Regulations (CFR) Parts 75 and 96.
- 11.2 AHP may perform inspections, review procedures, documents pertaining to the Statement of Work and other elements of this Agreement, perform onsite visits, desk reviews in order to ensure Contractor's comply with 11.1 and 11.2 as well as protect against fraud, waste and abuse.
- 11.3 In the event Contractor does not comply with 11.1 and 11.2 above, AHP shall hold Subcontractor in non-compliance under Section 9.
- 11.4 DHCS or AHP shall review Subcontractor's records to ensure funds were properly used.

SECTION 12: DATA COLLECTION AND PERFORMANCE

12.1 a. Planning Grants

Subcontractor must submit substantiating documentation of their efforts throughout the contract period, which may include implementation/action plan drafts and community needs assessments.

b. Implementation Grants

Subcontractors for Implementation Grants must include data on the performance measures identified in their contracts. Potential performance measures include:

- The number of individuals served/impacted by each CCMU
 - Percentage treated and released by CCMU
 - Percentage referred to services in the community
 - Percentage admitted to psychiatric hospital
 - Percentage involuntarily admitted to hospital
 - Percentage taken to the Emergency Department
- Average and median response time of each CCMU
- Primary diagnoses of clients served
- Primary reason for CCMU dispatch
 - e.g. Risk of self-harm, risk of violence to others, other erratic behavior
- Percentage with co-occurring mental health and substance use disorder diagnoses
- Health insurance statuses of clients served
- Number of CCMU dispatches

- Percent of all crisis calls (911 or other) resulting in CCMU dispatch
- Number of initial mental health or substance use calls routed through police to CCMU
- Number of crisis calls when CCMU engages/requests police response
- Demographic data of clients served:
 - Number of clients served who are aged 5 and under/5-9/10-14/15-19/20- 25/26-34/35-44/45-54/55-64/65-74/75-84/85 and over/unknown
 - Number of clients served who are male/female/transgender/non-binary or gender queer/unknown
 - Number of clients served who are American Indian or Alaska Native/Asian American/ Black or African American/Native Hawaiian or Pacific Islander/More than one race/White/unknown
 - Number of clients served who are Latinx or Chicanx or Hispanic/Not Latinx or Chicanx or Hispanic/unknown
 - Number of clients served who speak a language other than English at home
- Percentage of individuals who receive crisis follow-up care within 48 hours
- Percentage of families engaged collaboratively in the crisis intervention process
- Percentage of crisis encounters resolved successfully within two hours
- Satisfaction with services (how likely are they to recommend)

12.2 Monitoring and Site Inspection

- a. The Subcontractor shall be subject by AHP for compliance with the provisions of this Agreement. Such monitoring activities shall include, but are not limited to, inspection of the Subcontractor's services, procedures, books, and records, as AHP deems appropriate. AHP may conduct monitoring activities at any time during the Subcontractor's normal business hours.
- b. AHP shall conduct a review of the Subcontractor's records to determine if any of the claimed expenditures were an improper use of grant funds.
- c. The refusal of Subcontractor to permit access to physical facilities and/or inspection of any documents, files, books, or records necessary for AHP to complete its monitoring and inspection activities constitutes an express and immediate material breach of this contract and will be a sufficient basis to terminate the contract for cause.

SECTION 13: ORGANIZATIONAL CONFLICT OF INTEREST

Subcontractor warrants to the best of its knowledge and belief at this time, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, ("OCI") as defined in FAR Subpart 9.5, or that Subcontractor has disclosed all such relevant information, and will disclose any actual or potential OCI that is discovered, including a description of activities that Subcontractor has taken or proposes to take, after consultation with the AHP Contracting Officer, to avoid the conflict. During the term of this Agreement, Subcontractor shall not enter into other contracts or arrangements or otherwise engage in work that will conflict with the parties' relationship of trust and cooperation or that may otherwise conflict with the Subcontractor's obligations.

SECTION 14: INSURANCE

(a) Subcontractor shall continuously maintain for the duration of this Agreement, the following insurance at, or in excess of, the limits detailed below:

- Worker's compensation and employer's liability insurance as required by the state or province where the work is performed.

- Comprehensive automobile and vehicle liability insurance covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including on-site and off-site operations, and owned, non-owned, or hired vehicles, with \$1,000,000 combined single limits.
- Subcontractor must furnish to AHP a certificate of Insurance stating that commercial general liability insurance of not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined is presently in effect for the Subcontractor. The commercial general liability insurance policy shall include cover for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured agreement. The commercial general liability insurance shall apply to each insured against whom claim is made or suit is brought subject to the Subcontractor's limit of liability.
- Insurance appropriate and sufficient in type and amount to cover any software and data to be developed under this Agreement, and property insurance sufficient to cover the cost of any AHP, Client or other property under the Agreement that may be in the control of the Subcontractor.

(b) All policies, except Workers' Compensation and Employer's Liability, shall be endorsed to name AHP as an Additional Insured with respect to the work to be performed by Subcontractor. All such insurance must be primary and non-contributory and required to respond and pay prior to any other insurance or self-insurance available.

(c) Subcontractor shall immediately deposit with AHP upon request a Certificate of Insurance attesting to the above coverage and naming AHP as an additional insured party under such policies. The Subcontractor agrees that the insurance required herein will remain in effect at all times during the term of the Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, the Subcontractor agrees to provide, at least 30 calendar days before said expiration date, a new certificate of insurance evidencing insurance coverage as provided herein for not less than the remainder of the term of the Agreement or for a period of not less than one year. AHP may, in addition to any other remedies it may have, terminate this Agreement on the occurrence of such event.

(d) Insurance Indemnification. Subcontractor shall indemnify AHP for any costs and expenses incurred, including reasonable attorneys' fees, judgments, settlements or penalties, as a result of any claim or liability resulting from the failure of Subcontractor (or its lower tier subcontractors or consultants) to maintain the insurance policies required by this section.

(e) AHP will not be responsible for any premiums, deductibles or assessments on the insurance policy.

SECTION 15: INDEMNIFICATION

(a) Subcontractor shall indemnify and hold harmless AHP and DHCS and its officers, employees and agents for any costs and expenses incurred, including reasonable attorneys' fees, judgments, settlements or penalties, against all liabilities, claims, suits, demands or liens for damages to persons or property, ("Claims"), (unless such Claims arise from the gross negligence or willful misconduct of AHP), arising out of, resulting from, or relating to, the following:

- Any act, omission, or statement of the Subcontractor, or any person employed by

or engaged under contract with the Subcontractor that results in injury (including death), loss, or damage to any person or property;

- Any failure on the part of the Subcontractor to comply with applicable government requirements and requirements of law;
- the failure to maintain the insurance policies required by this section or the work performed, inclusive of Intellectual property infringement, if applicable, under this Subcontract. Insurance coverage that may be required shall in no way lessen or limit the liability of Subcontractor under the terms of this obligation.
- Any failure on the part of the Subcontractor to satisfy all claims for labor, equipment, materials and other obligations relating to the performance of the work hereunder;
- Any actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this Agreement, provided the Subcontractor is reasonably notified of such claims and proceedings; and
- Any actual or alleged unauthorized use or disclosure of any trade secret, confidential information or other proprietary interest, Work product, or other information owned by the Government, Client or AHP under the terms of this Agreement.

(b) Subcontractor shall indemnify under this clause for any of the above acts attributable to its employees, consultants, agents, and/or lower-tiered subcontractors engaged in performance of the work under this Agreement.

(c) This indemnification shall survive the expiration or termination of the Agreement.

SECTION 16: DISPUTES/APPLICABLE LAWS

16.1 Disputes

Any dispute arising out of, or relating to, this Agreement that is not resolved by the good faith efforts of the parties, shall be settled by submission to a panel consisting of one arbitrator under the Commercial Rules of the American Arbitration Association (“AAA”). The parties shall bear equally the costs assessed by the AAA, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. Venue for the arbitration shall be Massachusetts at the election of AHP. The decision of the arbitrator shall be final, conclusive, and unappealable, except in the event of fraud or the arbitrator’s failure to disclose a material conflict of interest. The prevailing party, in addition to any damages awarded by the arbitrator, shall be entitled to costs and reasonable attorneys’ fees, the amount of which shall be determined by the arbitrator, in the event the parties are unable to agree.

16.2 Applicable Laws

Subcontractor agrees to comply with the applicable provisions of Federal, State and local laws or ordinances, and all orders, rules, and regulations issued thereunder, and in such a manner that the name of the other party will not be discredited. Where a FAR provision or clause, or any other Federal statute, regulation, or clause is incorporated in or applicable to this Agreement or work being performed under it, Federal law shall govern the interpretation and application thereof. If Federal law is not applicable, the appropriate law of the State of California shall apply, exclusive of that body of laws known as conflicts of law. This Section shall survive the expiration or termination of the Agreement.

SECTION 17: CERTIFICATIONS

By signature to this Agreement, Subcontractor makes the following Representations and Certifications:

- (a) Debarment and Suspension: Neither Subcontractor nor any of its principals is presently debarred, suspended, proposed for debarment, declared ineligible nor voluntary excluded by any Federal department or agency from participating in transactions. Any change in the debarred or suspended status of the Subcontractor during the life of this Subcontract will be reported immediately to AHP. Subcontractor shall incorporate this Debarment and Suspension certification into any subcontract that they may enter into as a part of this Subcontract.
- (b) Prohibition To Perform Duties: Subcontractor is not prohibited, precluded, or restricted from performing the duties required under the Statement of Work, due to previous employment obligations, restrictions, commitments, or agreements Subcontractor has with any other federal, state and local government agency.
- (c) Federal Civil Rights Act/Equal Opportunity: Subcontractor will conform to the provisions of Title VI of the Federal Civil Rights Act of 1964, section 2000d as amended and will not discriminate against any employee or applicant for employment because of age, race, religion, creed, color, sex, or national origin.
- (d) Labor Laws - Subcontractor certifies that it is in compliance with all applicable labor laws, including but not limited to the Walsh-Healy Act and the Contract Work Hours and Safety Standards Act (41 U.S.C. 51-58) regarding overtime compensation.
- (e) Americans with Disabilities Act – Subcontractor agrees to ensure that deliverables developed and produced, pursuant to this Agreement shall comply with the accessibility requirements of Sections 7405 and 11135 of the California Government Code, Section 508 of the Rehabilitation Act and Americans with Disabilities Act of **1973** as amended (29 U.S.C 794(d), regulations implementing the Rehabilitation Act of 1973 as set forth in in Part 1194 of Title 36 of the Federal Code of Regulations, and the Americans with Disabilities Act of 1990(42 U.S.C. 12101 et seq. and 28 CFR Part 35). In 1998, Congress amended the **Rehabilitation Act of 1973** to require Federal agencies to make their electronic and information technology (EIT) accessible to people with disabilities. California Government Code Sections 7405 and 11135 codifies section 508 of the Rehabilitation ACT of 1973 requiring accessibility of EIT.
- (f) Employee Compliance - Subcontractor will require all employees, entities and individuals providing services in connection with the performance of this Subcontract to comply with the provisions of this Agreement and with all Federal, State, and local laws and regulations in connection with this work.
- (g) Code of Ethics: Subcontractor has a Code of Ethics addressing at least the following areas: accurate accounting records and reporting; gifts and entertainment to Government customers; hiring of former government employees; protection of Government proprietary and source selection information; extending and receiving business courtesies; and personal and organization conflicts of interest.
- (h) Age Discrimination Act of 1975 (45 CFR Part 90)
- (i) Section 1557 of the Affordable Care Act.
- (j) Trafficking Victims Protection Act of 2000 (22 USC 7104(G), as amended and 2

(k) Clean Air Act (42 USC 7401-7671q) and the Federal Water Pollution Control ACT (33 USC 1251-1387), as amended.

(l) Byrd Anti-Lobbying Amendment (31 USC 1352). The Subcontractor shall certify to DHCS that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an office or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. The Subcontractor shall also disclose to DHCS any lobbying with non-Federal funds that takes place in connection with obtaining any Federal Award.

(m) Confidentiality of Alcohol and Drug Abuse Patient Records: (42 CFR Part 2, Subparts A-E). The Subcontractor shall comply with the regulation set forth in 42 CFR part 2, including the responsibility for assuring the security and confidentiality of all electronically transmitted patient material.

(n) Certification and Attestation: As a requirement to be eligible for the PWI grant funding, the Subcontractor, attested to its eligibility to receive funding, Attestation Letter attached hereto as Attachment F. Any misrepresentation contained within the Attestation Letter shall be considered a material breach.

(o) Standard Funding Restrictions: Exceed Salary Limitation: The Consolidated Appropriations Act, 2016 (Pub. L. 113- 76) signed into law on January 10, 2016, limits the salary amount that may be awarded and charged to SAMHSA grants and cooperative agreements. Award funds may not be used to pay the salary of an individual at a rate in excess of Executive Level II. The Executive Level II salary can be found in SAMHSA's standard terms and conditions for all awards at <https://www.samhsa.gov/grants/grants-management/notice-award-noa/standard-terms-conditions>. This amount reflects an individual's base salary exclusive of fringe and any income that an individual may be permitted to earn outside of the duties to the applicant organization. This salary limitation also applies to sub awards/subcontracts under a SAMHSA grant or cooperative agreement. The Federal Executive Level II Salary Cap is currently \$199,300.

- Pay for any lease beyond the project period.
- Pay for the purchase or construction of any building or structure to house any part of the program.
- Make direct payments to individuals to enter treatment or continue to participate in prevention or treatment services.
- No out-of-state travel is permitted with these funds.

*SAMHSA funds were granted to the State and all funding restrictions are applicable to this funding opportunity and all sub-contracts.

SECTION 18: RECORDS AND RECORD KEEPING

- a. The Subcontractor shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the grant in accordance with 45 CFR section 75.361.
- b. AHP, SAMHSA, the Inspector General, the Controller General and DHCS, or any of its authorized representatives, have the right to access any documents, papers, or other records of the Subcontractor which are pertinent to the grant,

for the purpose of performing audits, examinations, excerpts, and transcripts. The right to access records also includes timely and reasonable access to the Subcontractor's personnel for the purpose of interview and discussion related to the requested documents.

- c. The right to access records is not limited to the required retention period but lasts as long as the records are retained by the Subcontractor.

SECTION 19: EXPENSE ALLOWABILITY/FISCAL DOCUMENTATION

- a. Invoices, received from a Subcontractor and accepted and/or submitted for payment by AHP, shall not be deemed evidence of allowable agreement costs.
- b. The Subcontractor shall maintain for review and audit and supply to AHP upon request, adequate documentation of all expenses claimed pursuant to this Agreement to permit a determination of expense allowability.
- c. If the allowability or appropriateness of an expense cannot be determined by AHP 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 AHP. Upon receipt of adequate documentation supporting a disallowed or questionable expense, reimbursement may resume for the amount substantiated and deemed allowable.
- d. If Travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. For more information on allowable travel and per diem expenses and required documentation, see Attachment B, "Travel Reimbursement Information".
- e. Costs and/or expenses deemed unallowable are subject to recovery by AHP. See Section 20 "Recovery of Overpayments" for more information.
- f. Country organizations may utilize their existing DHCS certified indirect cost rates for per Behavioral Health Information Notice 20-020.

SECTION 20: RECOVERY OF OVERPAYMENTS

- a. Subcontractor agrees that claims based upon a contractual agreement or an audit finding and/or an audit finding that is appealed and upheld, will be recovered by AHP by one of the following options:
 - 1. Subcontractor's remittance to AHP of the full amount of the audit exception within 30 days following AHP request for payment;
 - 2. A repayment schedule which is agreeable to both AHP and the Subcontractor.
- b. AHP reserves the right to select which option will be employed and the Subcontractor will be notified by AHP 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 Subcontractor, beginning 30 days after the Subcontractor's receipt of AHP's demand for repayment.
- d. If the Subcontractor 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 Subcontractor loses the final administrative appeal, the Subcontractor shall repay, to AHP, the over-claimed or disallowed expenses, plus accrued interest. Interest accrues from the Subcontractor's first receipt of AHP's notice requesting reimbursement of questioned audit costs or disallowed expenses.

SECTION 21: BEST EFFORTS

21.1 Best Efforts During the term of this Agreement, Subcontractor shall use Best Efforts in order to satisfy all the requirements of the work to be performed under Section 4 and Attachment A of this Agreement.

THIS AGREEMENT CONSISTS OF **SEVENTEEN (17)** TYPEWRITTEN PAGES, TOGETHER WITH THE ATTACHMENTS IDENTIFIED BELOW, WHICH ARE HEREBY INCORPORATED INTO THIS AGREEMENT.

LIST OF ATTACHMENTS

<u>TITLE</u>	<u>No. of PAGES</u>
Attachment A – Standard Subcontract Terms and Conditions	1
Attachment B – Special Subcontractor Requirements	36
Attachment C – Subcontractor's Certification	5
Attachment D - Subcontractor's Statement of Work	2
Attachment E – Payment Schedule	1

ATTACHMENT A-STANDARD SUBCONTRACT TERMS AND CONDITIONS

Headings: Headings are for convenience of reference only and shall in no way affect interpretation of this Agreement.

Independent Contractor: Subcontractor is engaged as an independent contractor, and this Agreement shall not be construed as creating any other relationship. Subcontractor shall comply with all laws, and assume all risks incident to its status as independent contractor, and necessary to comply with specific requirements of this Agreement, including, but not limited to, payment of all applicable federal/state income taxes, associated payroll/business taxes, and licenses and fees.

No Agency: Subcontractor, its employees, agents or assigns, shall not represent, act or purport to act, or be deemed to be an agent, representative, or employee of AHP, or commit or obligate AHP to any other person or party.

Lower-Tier Consultants/Subcontractors: AHP's prior written approval is required to obtain services of consultants or lower-tier Subcontractors; provided, however, that this limitation shall not apply to the purchase of standard commercial supplies.

No Assignment: This Agreement is for professional services, and the Agreement, or any duties/obligations imposed shall not be assigned, delegated or otherwise transferred.

Changes to be Made in Writing: Unless otherwise specified that AHP may make a unilateral modification, no understanding, agreement, modification, change order, or other matter affecting this Agreement shall be binding, unless in writing, signed by both parties' Contracting Officer. No handwritten changes shall be effective unless initialed by each Contracting Officer.

Limitation of Liability upon Termination: AHP's maximum aggregate liability to Subcontractor is limited to the total dollar amount of work properly performed by Subcontractor up to the effective date of termination, together with any authorized travel, or authorized expenses incurred under the Agreement that cannot be canceled. AHP is not liable for any special, indirect, incidental, consequential, or punitive damages, nor for any loss of goodwill, profits, data, or loss of use arising out of, resulting from, or in any way connected with the performance or breach of this Agreement, even if advised of the possibility of such damages.

Force Majeure: Neither party shall be liable to the other for loss or damages due to failure or delay in rendering performance caused by circumstances beyond its reasonable control, if such failure could not have been overcome by the exercise of due diligence, due care, or foresight. Causes may include, but are not limited to, acts of God or a public enemy; wars; acts of terrorism; riots; fires; floods; epidemics; quarantine restrictions; labor disputes; strikes; defaults of subcontractors/vendors; failure/delays in transportation; unforeseen freight embargoes; unusually severe weather; or any law/order/regulation/request of a state or local government entity, the US Government, or of any agency, court, commission, or other instrumentality of any such governments. Times of performance under this Agreement may be appropriately extended for excused delays if the party whose performance is affected promptly notifies the other of the existence and nature of such delay.

Scientific Misconduct: Subcontractor shall immediately report to AHP any instance of scientific misconduct or fraud related to performance of work under this Agreement.

Warranty: Unless a different warranty is specified, Subcontractor warrants all services provided and products delivered will be free from defect in materials and/or workmanship, and will be fit for the purpose intended, and will conform to the specifications of the statement of work. In the event of a breach AHP may complete the work and seek all remedies available in law or equity.

Notices: Notices shall be in writing, sent by USPS Certified Mail-RRR, or any overnight delivery/courier service, and notice shall be deemed given when personally delivered, (or three (3) days after being sent by prepaid certified U.S. mail).

Litigation: Subcontractor shall provide written notice to AHP of any litigation that relates to the services under this contract, or that has the potential to impair its ability to fulfill this contract, including but not limited to financial, legal or other situations.

Publicity: Without prior written approval of the other, neither party shall use the other's name or make reference to the other party or any of its employees in publications, news releases, advertising, speeches, technical papers, photographs, sales promotions, or publicity purposes of any form related to this work or data developed hereunder, unless disclosure of such materials is required by legal, accounting, or regulatory requirements beyond the disclosing party's reasonable control. Use of either party's name may be made in internal documents, annual reports, proposals, etc. which may identify the existence of the project by title, principal investigator or project director, sponsor, period of funding, amount of award and brief abstract of the project. This Section shall survive expiration/termination of this Agreement.

Restrictions on Hiring: During the period of this Agreement, and for a period of two (2) years after its termination, neither party shall directly or indirectly, induce or solicit (or authorize or assist in the taking of any such actions by any third party) any employee or consultant of the other party to leave his/her business association with that party. Parties are not be restricted in the right to solicit or recruit generally in the media.

Survival: Except as otherwise stated, sections that by their terms impose continuing obligations or establish continuing rights shall be deemed to survive the expiration/termination of this Agreement.

Validity and Waiver: The invalidity in whole or in part of any provision of this Agreement shall not affect the validity of other provisions. Waiver of a breach of any provision shall not constitute a waiver of any subsequent breach of that provision, or a breach of any other provision. AHP's failure to enforce any provision of this Agreement shall not be construed as a waiver. Only AHP's Contracting Officer has the authority to waive any term or condition of this Subcontract on behalf of AHP.

Interpretation: This Agreement shall be interpreted and construed in accordance with its fair meaning, and not strictly for or against either party, regardless of who may have drafted it or any specific provision.

Third Party Beneficiaries: This Agreement shall not be construed so as to give any person or entity, other than the parties, any legal or equitable claim or right.

Counterparts/Other Instruments: The parties may execute this contract in multiple counterparts, each of which is deemed an original and all of which constitute only one agreement. The parties shall properly make, execute, and deliver such other and further instruments as may be reasonable, necessary, desirable, or convenient to give full force and effect to this Agreement.

Binding Effect: This Agreement shall be binding upon the parties, their successors and assigns.

ATTACHMENT B

1. Federal Equal Opportunity Requirements

- a. The Subcontractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. The Subcontractor will take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and career development opportunities and selection for training, including apprenticeship. The Subcontractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or AHP, setting forth the provisions of the Equal Opportunity clause, Section 503 of the Rehabilitation Act of 1973 and the affirmative action clause required by the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212). Such notices shall state the Subcontractor's obligation under the law to take affirmative action to employ and advance in employment qualified applicants without discrimination based on their race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era and the rights of applicants and employees.
- b. The Subcontractor will, in all solicitations or advancements for employees placed by or on behalf of the Subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era.
- c. The Subcontractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by the Federal Government or the State, advising the labor union or workers' representative of the Subcontractor's commitments under the provisions herein and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The Subcontractor will comply with all provisions of and furnish all information and reports required by Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212) and of the Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and of the rules, regulations, and relevant orders of the Secretary of Labor.
- e. The Subcontractor will furnish all information and reports required by Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and the Rehabilitation Act of 1973, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the State and its designated representatives and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f. In the event of the Subcontractor's noncompliance with the requirements of the provisions

herein or with any federal rules, regulations, or orders which are referenced herein, this Agreement may be cancelled, terminated, or suspended in whole or in part and the Subcontractor may be declared ineligible for further federal and state contracts in accordance with procedures authorized in Federal Executive Order No. 11246 as amended and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- g. The Subcontractor will include the provisions of Paragraphs a through g in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or Section 503 of the Rehabilitation Act of 1973 or (38 U.S.C. 4212) of the Vietnam Era Veteran's Readjustment Assistance Act, so that such provisions will be binding upon each subcontractor or vendor. The Subcontractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs or AHP may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event the Subcontractor becomes involved in, or is threatened with litigation by a subcontractor or vendor as a result of such direction by AHP, the Subcontractor may request in writing to AHP, who, in turn, may request the United States to enter into such litigation to protect the interests of the State and of the United States.

2. Travel and Per Diem Reimbursement

(Applicable if travel and/or per diem expenses are authorized to be reimbursed with Agreement funds.)

Reimbursement for travel and/or per diem expenses from AHP under this Agreement shall, unless otherwise specified in this Agreement, be at the rates currently in effect, as established by the California Department of Human Resources (CalHR), for nonrepresented state employees as stipulated in DHCS' Travel Reimbursement Information Exhibit in Attachment B-Special Subcontract Requirements. If the CalHR 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. Exceptions to California Department of Human Resources (CalHR) rates may be approved by AHP upon the submission of a statement by the Subcontractor indicating that such rates are not available to the Subcontractor. No travel outside the State of California shall be reimbursed without prior authorization from DHCS. Verbal authorization should be confirmed in writing. Written authorization may be in a form including fax or email confirmation-

3. Procurement Rules

Applicable to agreements in which equipment/property, commodities and/or supplies are furnished by AHP or DHCS or expenses for said items are reimbursed by funds with state or federal funds provided under this Agreement.

a. Equipment/Property definitions

Wherever the term equipment and/or 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 DHCS 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 DHCS 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 and/or subcontractor, 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 h of Provision 3. Paragraph c of Provision 3 shall also apply, if equipment/property purchases are delegated to subcontractors that are nonprofit organizations or commercial businesses.
- c. In special circumstances, determined by AHP (e.g., when AHP has a need to monitor certain purchases, etc.), AHP may require prior written authorization and/or the submission of paid vendor receipts for any purchase, regardless of dollar amount. AHP reserves the right to either deny claims for reimbursement or to request repayment for any Subcontractor purchase that AHP determines to be unnecessary in carrying out performance under this Agreement.
- d. The Subcontractor 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. AHP and the State reserves the right to request a copy of these documents and to inspect the purchasing practices of the Subcontractor at any time.
- e. For all purchases, the Subcontractor 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 Subcontractor for inspection or audit.
- f. AHP may, with cause (e.g., with reasonable suspicion of unnecessary purchases or use of inappropriate purchase practices, etc.), withhold, cancel, modify, or retract the delegated purchase authority granted under Paragraphs b and/or c of Provision 3 by giving the Subcontractor no less than 30 calendar days written notice.

4. Equipment/Property Ownership / Inventory / Disposition

(Applicable to agreements in which equipment/property is furnished by DHCS and/or AHP when said items are purchased or reimbursed by DHCS with state or federal funds provided under this Agreement.)

- a. Wherever the term equipment and/or property is used in Provision 4, the definitions in Paragraph a of Provision 3 shall apply.

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

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

Upon receipt of equipment and/or property, the Subcontractor shall report the receipt to the AHP. To report the receipt of said items and to receive property tags, Subcontractor shall use a form or format designated by AHP. If the appropriate form does not accompany this Agreement, Subcontractor shall request a copy from AHP.

- (2) **Annual Equipment/Property Inventory** - If the Subcontractor enters into an agreement with a term of more than twelve months, the Subcontractor shall submit an annual inventory of state equipment and/or property to the AHP using a form or format designated by AHP. If an inventory report form does not accompany this Agreement, Subcontractor shall request a copy from AHP. Subcontractor shall:
- (a) Include in the inventory report, equipment and/or property in the Subcontractor's possession and/or in the possession of a subcontractor (including independent consultants).
 - (b) Submit the inventory report to AHP according to the instructions appearing on the inventory form or issued by AHP.
 - (c) Contact AHP 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 AHP.
- 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, AHP or DCHS shall be under no obligation to pay the cost of restoration, or rehabilitation of the Subcontractor's facility which may be affected by the removal of any state equipment and/or property.
- d. The Subcontractor 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, AHP may require the Subcontractor to repair or replace, to AHP's satisfaction, any damaged, lost or stolen state equipment and/or property. In the event of state equipment and/or miscellaneous property theft, Subcontractor shall immediately file a theft report with the appropriate police agency or the California Highway Patrol and Subcontractor shall promptly submit one copy of the theft report to AHP.
- e. Unless otherwise stipulated by the Program funding this Agreement, equipment and/or property purchased/reimbursed with agreement funds or furnished by AHP under the terms of this Agreement, shall only be used for performance of this Agreement or another DHCS agreement.
- f. Within sixty (60) calendar days prior to the termination or end of this Agreement, the Subcontractor shall provide a final inventory report of equipment and/or property to AHP and shall, at that time, query DHCS as to the requirements, including the manner and method, of returning state equipment and/or property to AHP. Final disposition of equipment and/or property shall be at AHP expense and according to AHP instructions. Equipment and/or property disposition instructions shall be issued by AHP immediately after receipt of the final inventory report. At the termination or conclusion of this Agreement, AHP OR DHCS may at its discretion, authorize the continued use of state equipment and/or property for performance of work under a different DHCS agreement.

5. Subcontract Requirements

- a. AHP reserves the right to approve or disapprove the selection of subcontractors and with advance written notice, require the substitution of subcontractors and require the Subcontractor to terminate subcontracts entered into in support of this Agreement.
 - (1) Upon receipt of a written notice from AHP requiring the substitution and/or termination of a subcontract, the Subcontractor 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 DHCS.
- b. Actual subcontracts (i.e., written agreement between the Subcontractor and a subcontractor) of \$5,000 or more are subject to the prior review and written approval of AHP. AHP may, at its discretion, elect to waive this right. All such waivers shall be confirmed in writing by AHP.
- c. Subcontractor shall maintain a copy of each subcontract entered into in support of this Agreement and shall, upon request by AHP, make copies available for approval, inspection, or audit.
- d. AHP assumes no responsibility for the payment of subcontractors used in the performance of this Agreement. Subcontractor accepts sole responsibility for the payment of subcontractors used in the performance of this Agreement.
- e. The Subcontractor is responsible for all performance requirements under this Agreement even though performance may be carried out through a subcontract.
- f. The Subcontractor shall ensure that all subcontracts for services include provision(s) requiring compliance with applicable terms and conditions specified in this Agreement.
- g. The subcontractor agrees to maintain and preserve, until three years after termination of Agreement No. 21-10349 and final payment from AHP, to permit AHP or DHCS 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.
- h. Unless otherwise stipulated in writing by AHP, the Subcontractor shall be the subcontractor's sole point of contact for all matters related to performance and payment under this Agreement.
- i. Subcontractor shall, as applicable, advise all subcontractors of their obligations pursuant to the following numbered provisions of this Exhibit: 1, 2, 3, 4, 5, 6, 7,8, 10, 11, 12, 13, 14, 17, 19, 20, 24, 32 and/or other numbered provisions herein that are deemed applicable.

6. Income Restrictions

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

7. Audit and Record Retention

- a. The Subcontractor shall maintain books, records, documents, and other evidence, accounting procedures and practices, sufficient to properly reflect all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Agreement, including any matching costs and expenses. The foregoing constitutes "records" for the purpose of this provision.
- b. The Subcontractor's facility or office or such part thereof as may be engaged in the performance of this Agreement and his/her records shall be subject at all reasonable times to inspection, audit, and reproduction.
- c. Subcontractor agrees that AHP, the Department of General Services, the Bureau of State Audits, or their designated representatives including the Comptroller General of the United States shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Subcontractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Subcontractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (GC 8546.7, CCR Title 2, Section 1896.77)
- d. The Subcontractor shall preserve and make available his/her records (1) for a period of three years from the date of final payment under this Agreement, and (2) for such longer period, if any, as is required by applicable statute, by any other provision of this Agreement, or by subparagraphs (1) or (2) below.
 - (1) If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final settlement.
 - (2) If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later.
- e. The Subcontractor may, at its discretion, following receipt of final payment under this Agreement, reduce its accounts, books and records related to this Agreement to microfilm, computer disk, CD ROM, DVD, or other data storage medium. Upon request by an authorized representative to inspect, audit or obtain copies of said records, the Subcontractor must supply or make available applicable devices, hardware, and/or software necessary to view, copy and/or print said records. Applicable devices may include, but are not limited to, microfilm readers and microfilm printers, etc.
- f. The Subcontractor shall, if applicable, comply with the Single Audit Act and the audit requirements set forth in 2 C.F.R. § 200.501 (2014).

8. Site Inspection

AHP, DHCS and or SAMHSA 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 Subcontractor, the Subcontractor 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 work.

9. Federal Contract Funds

- a. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.
- b. This agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the fiscal years covered by the term of this Agreement. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms or funding of this Agreement in any manner.
- c. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, the Agreement shall be amended to reflect any reduction in funds.
- d. AHP and DHCS has the option to invalidate or cancel the Agreement with 30 days advance written notice or to amend the Agreement to reflect any reduction in funds.

10. Intellectual Property Rights

a. Ownership

- (1) Except where AHP has agreed in a signed writing to accept a license, AHP or DHCS 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 Subcontractor or AHP and which result directly or indirectly from this Agreement.
- (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, Subcontractor will exercise and utilize certain of its Intellectual Property in existence prior to the effective date of this Agreement. In addition, under this Agreement, Subcontractor may access and utilize certain of AHP's Intellectual Property in existence prior to the effective date of this Agreement. Except as otherwise set forth herein, Subcontractor shall not use any of AHP's Intellectual Property now existing or hereafter existing for any purposes without the prior written permission of

AHP. **Except as otherwise set forth herein, AHP shall not give any ownership interest in or rights to its Intellectual Property to the other Party.** If during the term of this Agreement, Subcontractor accesses any third-party Intellectual Property that is licensed to AHP, Subcontractor agrees to abide by all license and confidentiality restrictions applicable to AHP in the third-party's license agreement.

- (4) Subcontractor agrees to cooperate with AHP in establishing or maintaining AHP's and/or DHCS exclusive rights in the Intellectual Property, and in assuring AHP's or DHCS' sole rights against third parties with respect to the Intellectual Property. If the Subcontractor enters into any agreements or subcontracts with other parties in order to perform this Agreement, Subcontractor 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 AHP and/or DHCS all rights, title and interest in Intellectual Property made, conceived, derived from, or reduced to practice by the subcontractor, Contractor or AHP and which result directly or indirectly from this Agreement or any subcontract.
- (5) Subcontractor further agrees to assist and cooperate with AHP/DHCS 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 AHP'S Intellectual Property rights and interests.

b. Retained Rights / License Rights

- (1) Except for Intellectual Property made, conceived, derived from, or reduced to practice by Subcontractor or AHP and which result directly or indirectly from this Agreement, Subcontractor 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. Subcontractor hereby grants to DHCS, without additional compensation, a permanent, non-exclusive, royalty free, paid-up, worldwide, irrevocable, perpetual, non-terminable license to use, reproduce, manufacture, sell, offer to sell, import, export, modify, publicly and privately display/perform, distribute, and dispose Subcontractor's Intellectual Property with the right to sublicense through multiple layers, for any purpose whatsoever, to the extent it is incorporated in the Intellectual Property resulting from this Agreement, unless Subcontractor assigns all rights, title and interest in the Intellectual Property as set forth herein.
- (2) Nothing in this provision shall restrict, limit, or otherwise prevent Subcontractor from using any ideas, concepts, know-how, methodology or techniques related to its performance under this Agreement, provided that Subcontractor's use does not infringe the patent, copyright, trademark rights, license or other Intellectual Property rights of AHP 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) Subcontractor 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 Subcontractor in connection with Subcontractor's performance of this Agreement shall be deemed "works made for hire". Subcontractor further agrees that the work of each person utilized by Subcontractor in connection with the performance of this Agreement will be a "work made for hire," whether that person is an employee of Subcontractor or that person has entered into an agreement with Subcontractor to perform the work. Subcontractor shall enter into a written agreement with any such person that: (i) all work performed for Subcontractor shall be deemed a "work made for hire" under the Copyright Act and (ii) that person shall assign all right, title, and interest to AHP and/or DHCS to

any work product made, conceived, derived from, or reduced to practice by Subcontractor or AHP 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 AHP and which result directly or indirectly from this Agreement, shall include AHP's or DHCS' notice of copyright, which shall read in 3mm or larger typeface: "© [Enter Current Year e.g., 2010, etc.], This material may not be reproduced or disseminated without prior written permission from AHP." 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. Patent Rights

With respect to inventions made by Subcontractor in the performance of this Agreement, which did not result from research and development specifically included in the Agreement's scope of work, Subcontractor hereby grants to AHP and/or DHCS a license as described under Section b of this provision for devices or material incorporating, or made through the use of such inventions. If such inventions result from research and development work specifically included within the Agreement's scope of work, then Subcontractor agrees to assign to AHP and/or DCHS, without additional compensation, all its right, title and interest in and to such inventions and to assist AHP and/or DCHS in securing United States and foreign patents with respect thereto.

e. Third-Party Intellectual Property

Except as provided herein, Subcontractor agrees that its performance of this Agreement shall not be dependent upon or include any Intellectual Property of Subcontractor or third party without first: (i) obtaining AHP's prior written approval; and (ii) granting to or obtaining for AHP and/or DHCS, without additional compensation, a license, as described in Section b of this provision, for any of Subcontractor'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 AHP determines that the Intellectual Property should be included in or is required for Subcontractor's performance of this Agreement, Subcontractor shall obtain a license under terms acceptable to AHP and/or DHCS.

f. Warranties

- (1) Subcontractor 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 Subcontractor'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 Subcontractor or DHCS or AHP 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 Subcontractor.

- (d) Neither Subcontractor'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 AHP or DHCS 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 Subcontractor's performance of this Agreement.
- (2) AHP NOR DHCS MAKE 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.

g. Intellectual Property Indemnity

- (1) Subcontractor shall indemnify, defend and hold harmless AHP and DHCS and its licensees and assignees, and its officers, directors, employees, agents, representatives, successors, and 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 Subcontractor 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 Subcontractor pertaining to Intellectual Property; or (ii) any Intellectual Property infringement, or any other type of actual or alleged infringement claim, arising out of AHP'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 Subcontractor or DCHS or AHP 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. AHP reserves the right to participate in and/or control, at Subcontractor's expense, any such infringement action brought against AHP.
- (2) Should any Intellectual Property licensed by the Subcontractor to AHP under this Agreement become the subject of an Intellectual Property infringement claim, Subcontractor will exercise its authority reasonably and in good faith to preserve AHP's right to use the licensed Intellectual Property in accordance with this Agreement at no

expense to AHP. AHP shall have the right to monitor and appear through its own counsel (at Subcontractor's expense) in any such claim or action. In the defense or settlement of the claim, Subcontractor may obtain the right for AHP 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, AHP 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) Subcontractor agrees that damages alone would be inadequate to compensate AHP or DHCS for breach of any term of this Intellectual Property Exhibit by Subcontractor. Subcontractor acknowledges AHP or DHCS would suffer irreparable harm in the event of such breach and agrees AHP 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.

h. Federal Funding

Based upon this Agreement is funded by the federal government, AHP and DHCS may acquire and maintain the Intellectual Property rights, title, and ownership which results directly or indirectly from the Agreement; except as provided in 37 Code of Federal Regulations part 401.14; however, the federal government shall have a non-exclusive, nontransferable, irrevocable, paid-up license throughout the world to use, duplicate, or dispose of such Intellectual Property throughout the world in any manner for governmental purposes and to have the permit others to do so.

11. Air or Water Pollution Requirements

Any federally funded agreement and/or subcontract in excess of \$100,000 must comply with the following provisions unless said agreement is exempt by law.

- a. Government contractors agree to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 USC 7606) section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations.
- b. Institutions of higher education, hospitals, nonprofit organizations and commercial businesses agree to comply with all applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. 7401 et seq.), as amended, and the Clean Water Act (33 U.S.C. 1251 et seq.), as amended.

12. Prior Approval of Training Seminars, Workshops or Conferences

Subcontractor shall obtain prior AHP 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 Subcontractor shall acknowledge the support of the State whenever publicizing the work under this Agreement in any media. This provision does not apply to necessary staff meetings or training sessions held for the staff of the Subcontractor to conduct routine business matters.

13. Confidentiality of Information

- a. The Subcontractor and its employees, agents, or subcontractors shall 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 subcontractors as a result of services performed under this Agreement, except for statistical information not identifying any such person.
- b. The Subcontractor and its employees, agents shall not use such identifying information for any purpose other than carrying out the subcontractor's obligations under this Agreement.
- c. The Subcontractor and its employees, agents shall promptly transmit to the AHP Contract Office or Project Manager all requests for disclosure of such identifying information not emanating from the client or person.
- d. The Subcontractor shall not disclose, except as otherwise specifically permitted by this Agreement or authorized by the client, any such identifying information to anyone other than AHP without prior written authorization from the AHP Contract Office or Project 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 AHP/DHCS, 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.

14. Documents, Publications and Written Reports

(Applicable to agreements over \$5,000 under which publication, 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 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.

15. Financial and Compliance Audit Requirements

- a. The definitions used in this provision are contained in Section 38040 of the Health and Safety Code, which by this reference is made a part hereof.
- b. Direct service contract means a contract or agreement for services contained in local assistance or subvention programs or both (see Health and Safety [H&S] Code Section 38020). Direct service contracts shall not include contracts, agreements, grants, or subventions to other governmental agencies or units of government nor contracts or agreements with regional centers or area agencies on aging (H&S Code Section 38030)
- c. The Subcontractor, as indicated below, agrees to obtain one of the following audits:

(1) ***If the Subcontractor is a nonprofit organization (as defined in H&S Code Section 38040) and receives \$25,000 or more from any State agency under a direct service contract or agreement;*** the Subcontractor agrees to obtain an annual single, organization wide, financial and compliance audit. Said audit shall be conducted according to Generally Accepted Auditing Standards. This audit does not fulfill the audit requirements of Paragraph c(3) below. The audit

shall be completed by the 15th day of the fifth month following the end of the Contractor's fiscal year, **and/or**

(2) ***If the Subcontractor is a nonprofit organization (as defined in H&S Code Section 38040) and receives less than \$25,000 per year from any State agency under a direct service contract or agreement,*** the Subcontractor agrees to obtain a biennial single, organization wide financial and compliance audit, unless there is evidence of fraud or other violation of state law in connection with this Agreement. This audit does not fulfill the audit requirements of Paragraph c(3) below. The audit shall be completed by the 15th day of the fifth month following the end of the Contractor's fiscal year, **and/or**

(3) ***If the Subcontractor is a State or Local Government entity or Nonprofit organization (as defined by 2 C.F.R. §§ 200.64, 200.70, and 200.90) and expends \$750,000 or more in Federal awards,*** the Subcontractor agrees to obtain an annual single, organization wide, financial and compliance audit according to the requirements specified in 2 C.F.R. 200.501 entitled "Audit Requirements". An audit conducted pursuant to this provision will fulfill the audit requirements outlined in Paragraphs c(1) and c(2) above. The audit shall be completed by the end of the ninth month following the end of the audit period. The requirements of this provision apply if:

(a) The Subcontractor is a recipient expending Federal awards received directly from Federal awarding agencies, or

(b) The Subcontractor is a subrecipient expending Federal awards received from a pass-through entity such as the State, County or community based organization.

(4) If the Subcontractor submits to DHCS a report of an audit other than a 2 C.F.R. 200.501 audit, the Subcontractor must also submit a certification indicating the Subcontractor has not expended \$750,000 or more in federal funds for the year covered by the audit report.

d. Two copies of the audit report shall be delivered to the DHCS program funding this Agreement. The audit report must identify the Subcontractor's legal name and the number assigned to this Agreement. The audit report shall be due within 30 days after the completion of the audit. Upon receipt of said audit report, the DHCS Program Contract Manager shall forward the audit report to DHCS' Audits and Investigations Unit if the audit report was submitted under Section 16.c(3), unless the audit report is from a City, County, or Special District within the State of California whereby the report will be retained by the funding program.

e. The cost of the audits described herein may be included in the funding for this Agreement up to the proportionate amount this Agreement represents of the Subcontractor's total revenue. The AHP program funding this Agreement must provide advance written approval of the specific amount allowed for said audit expenses.

f. The State or its authorized designee, including the Bureau of State Audits, is responsible for conducting agreement performance audits which are not financial and compliance audits. Performance audits are defined by Generally Accepted Government Auditing Standards.

g. Nothing in this Agreement limits the State's responsibility or authority to enforce State law or regulations, procedures, or reporting requirements arising thereto.

h. Nothing in this provision limits the authority of the State to make audits of this Agreement, provided however, that if independent audits arranged for by the Subcontractor meet Generally Accepted Governmental Auditing Standards, the State shall rely on those audits and any additional audit work and shall build upon the work already done.

i. The State may, at its option, direct its own auditors to perform either of the audits described

above. The Subcontractor will be given advance written notification, if the State chooses to exercise its option to perform said audits.

j. The Subcontractor shall include a clause in any agreement the Subcontractor enters into with the audit firm doing the single organization wide audit to provide access by the State or Federal Government to the working papers of the independent auditor who prepares the single organization wide audit for the Contractor.

k. Federal or state auditors shall have "expanded scope auditing" authority to conduct specific program audits during the same period in which a single organization wide audit is being performed, but the audit report has not been issued. The federal or state auditors shall review and have access to the current audit work being conducted and will not apply any testing or review procedures which have not been satisfied by previous audit work that has been completed.

The term "expanded scope auditing" is applied and defined in the U.S. General Accounting Office (GAO) issued Standards for *Audit of Government Organizations, Programs, Activities and Functions*, better known as the "yellow book".

16. Human Subjects Use Requirements

(Applicable only to federally funded agreements/grants in which performance, directly or through a subcontract/subaward, includes any tests or examination of materials derived from the human body.)

By signing this Agreement, Subcontractor agrees that if any performance under this Agreement or any subcontract or subagreement includes any tests or examination of materials derived from the human body for the purpose of providing information, diagnosis, prevention, treatment or assessment of disease, impairment, or health of a human being, all locations at which such examinations are performed shall meet the requirements of 42 U.S.C. Section 263a (CLIA) and the regulations thereunder.

17. Debarment and Suspension Certification

(Applicable to all agreements funded in part or whole with federal funds.)

a. By signing this Agreement, the Subcontractor agrees to comply with applicable federal suspension and debarment regulations including, but not limited to 2 CFR 180, 2 CFR 376

b. By signing this Agreement, the Subcontractor certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;

(2) Have not within a three-year period preceding this application/proposal/agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) violation of Federal or State antitrust statutes; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, obstruction of justice, or the commission of any other offense indicating a lack of business integrity or business honesty that seriously affects its business honesty;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph b(2) herein; and

(4) Have not within a three-year period preceding this application/proposal/agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

(5) Have not, within a three-year period preceding this application/proposal/agreement, engaged in any of the violations listed under 2 CFR Part 180, Subpart C as supplemented by 2 CFR Part 376.

(6) Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 CFR part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State.

(7) Will include a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

c. If the Subcontractor is unable to certify to any of the statements in this certification, the Subcontractor shall submit an explanation to AHP and the DHCS Program Contract Manager.

d. The terms and definitions herein have the meanings set out in 2 CFR Part 180 as supplemented by 2 CFR Part 376.

e. If the Subcontractor knowingly violates this certification, in addition to other remedies available to the Federal Government, the DHCS may terminate this Agreement for cause or default.

18. Smoke-Free Workplace Certification

(Applicable to federally funded agreements/grants and subcontracts/subawards, that provide health, day care, early childhood development services, education or library services to children under 18 directly or through local governments.)

a. Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed.

b. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible party.

c. By signing this Agreement, Subcontractor or Grantee certifies that it will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. The prohibitions herein are effective December 26, 1994.

d. Subcontractor or Grantee further agrees that it will insert this certification into any subawards (subcontracts or subgrants) entered into that provide for children's services as described in the Act.

19. Covenant Against Contingent Fees

The Subcontractor warrants that no person or selling agency has been employed or retained to solicit/secure this Agreement upon an agreement of understanding for a commission, percentage, brokerage, or contingent fee, except *bona fide* employees or *bona fide* established commercial or selling agencies retained by the Subcontractor for the purpose of securing business. For breach or violation of this warranty, AHP shall have the right to annul this Agreement without liability or in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the fully amount of such commission, percentage, and brokerage or contingent fee.

20. Payment Withholds

(Applicable only if a final report is required by this Agreement. Not applicable to government entities)
Unless waived or otherwise stipulated in this Agreement, AHP may, at its discretion, withhold 10 percent (10%) of the face amount of the Agreement, 50 percent (50%) of the final invoice, or \$3,000 whichever is greater, until AHP receives a final report that meets the terms, conditions and/or scope of work requirements of this Agreement.

21. Performance Evaluation

Not applicable to grant agreements

AHP may, at its discretion, evaluate the performance of the Subcontractor at the conclusion of this Agreement. If performance is evaluated, the evaluation shall not be a public record and shall remain on file with AHP. Negative performance evaluation may be considered by AHP prior to making future contract awards.

22. 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.

23. Four-Digit Date Compliance

(Applicable to agreements in which Technology (IT) services are provided to AHP or if IT equipment is procured.)

Subcontractor warrants that it will provide only Four-Digit Compliant (as defined below) Deliverables and/or services to the State. "Four Digit Date compliant" Deliverables and services can accurately process, calculate, compare, and sequence date data, including without limitation date data arising out of or relating to leap years and changes in centuries. This warranty and representation is subject to the warranty terms and conditions of this Agreement and does not limit the generality of warranty obligations set forth elsewhere herein.

24. Prohibited Use of State Funds for Software

(Applicable to agreements in which computer software is used in performance of the work.)

Subcontractor 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 law.

25. Use of Small, Minority Owned and Women's Businesses

(Applicable to that portion of an agreement that is federally funded and entered into with institutions of higher education, hospitals, nonprofit organizations or commercial businesses.)

Positive efforts shall be made to use small businesses, minority-owned firms and women's business enterprises, whenever possible (i.e. procurement of goods and/or services). Subcontractors shall take all of the following steps to further this goal.

1. Ensure that small businesses, minority-owned firms, and women's business enterprises are used to the fullest extent practicable.
2. Make information on forthcoming purchasing and contracting opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small businesses, minority-owned firms, and women's business enterprises.

3. Consider in the contract process whether firms competing for larger contracts intended to subcontract with small businesses, minority-owned firms, and women's business enterprises.
4. Encourage contracting with consortiums of small businesses, minority-owned firms, and women's business enterprises when a contract is too large for one of these firms to handle individually.
5. Use the services and assistance, as appropriate, of such organizations as the Federal Small Business Administration and the U.S. Department of Commerce's Minority Business Development Agency in the solicitation and utilization of small businesses, minority-owned firms, and women's business enterprises.

26. Alien Ineligibility Certification

(Applicable to sole proprietors entering federally funded agreements.)

By signing this Agreement, the Subcontractor certifies that he/she is not an alien that is ineligible for state and local benefits, as defined in Subtitle B of the Personal Responsibility and Work Opportunity Act. (8 U.S.C. 1601, et seq.)

27. Union Organizing

(Applicable only to grant agreements.)

Subgrantee, by signing this Agreement, hereby acknowledges the applicability of Government Code Sections 16645 through 16649 to this Agreement. Furthermore, Subgrantee, by signing this Agreement hereby certifies that:

- d. No state funds disbursed by this grant will be used to assist, promote, or deter union organizing.
- e. Subgrantee shall account for state funds disbursed for a specific expenditure by this grant, to show how those funds were allocated to that expenditure.
- f. Subgrantee shall, where state funds are not designated as described in herein, allocate, on a pro-rata basis, all disbursements that support the grant program.
- g. If Subgrantee makes expenditures to assist, promote or deter union organizing, Subgrantee will maintain records sufficient to show that no state funds were used for those expenditures, and that Subgrantee shall provide those records to the Attorney General upon request.

28. Agreement 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, DHCS 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 Subcontractor 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. Directors 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 Subcontract.
- e. Subcontractor agrees that all fringe benefits shall be at actual cost.

29. Suspension or Stop Work Notification

- a. AHP may, at any time, issue a notice to suspend performance or stop work under this Agreement. The initial notification may be a verbal or written directive issued by the funding Program's Contract Manager. Upon receipt of said notice, the Subcontractor is to suspend and/or stop all, or any part, of the work called for by this Agreement.
- b. Written confirmation of the suspension or stop work notification with directions as to what work (if not all) is to be suspended and how to proceed will be provided within 30 working days of the verbal notification. The suspension or stop work notification shall remain in effect until further written notice is received from AHP. The resumption of work (in whole or part) will be at AHP's discretion and upon receipt of written confirmation.
- (1) Upon receipt of a suspension or stop work notification, the Subcontractor shall immediately comply with its terms and take all reasonable steps to minimize or halt the incurrence of costs allocable to the performance covered by the notification during the period of work suspension or stoppage.
- (2) Within 90 days of the issuance of a suspension or stop work notification, AHP shall either:
- (a) Cancel, extend, or modify the suspension or stop work notification; or
 - (b) Terminate the Agreement as provided for in the Cancellation / Termination clause of the Agreement.
- c. If a suspension or stop work notification issued under this clause is canceled or the period of suspension or any extension thereof is modified or expires, the Subcontractor may resume work only upon written concurrence of AHP.
- d. If the suspension or stop work notification is cancelled and the Agreement resumes, changes to the services, deliverables, performance dates, and/or agreement terms resulting from the suspension or stop work notification shall require an amendment to the Agreement.
- e. If a suspension or stop work notification is not canceled and the Agreement is cancelled or terminated pursuant to the provision entitled Cancellation / Termination, AHP shall allow reasonable costs resulting from the suspension or stop work notification in arriving at the settlement costs.
- f. AHP shall not be liable to the Subcontractor for loss of profits because of any suspension or stop work notification issued under this clause.

30. Public Communications

"Electronic and printed documents developed and produced, for public communications shall follow the following requirements to comply with Section 508 of the Rehabilitation Act and the American with Disabilities Act:

- A. Ensure visual-impaired, hearing impaired and other special needs audiences are provided material information in formats that provide the most assistance in making informed choices.”

31. Compliance with Statutes and Regulations

- a. The Subcontractor shall comply with all California and federal law, regulations, and published guidelines, to the extent that these authorities contain requirements applicable to Subcontractor’s performance under the Agreement.
- b. These authorities include, but are not limited to, Title 2, Code of Federal Regulations (CFR) Part 200, subpart F, Appendix II; Title 42 CFR Part 431; subpart F; Title 42 CFR Part 433, subpart D; Title 42 CFR 434; Title 45 CFR Part 75, subpart D; and title 45 CFR Part 95, subpart F. To the extent applicable under federal law, this Agreement shall incorporate the contractual provisions in these federal regulations and they shall supersede any conflicting provisions in this Agreement.

32. Lobbying Restrictions and Disclosure Certification

(Applicable to federally funded agreements in excess of \$100,000 per Section 1352 of the 31, U.S.C.)

- a. Certification and Disclosure Requirements
 - 1. Each person (or recipient) who requests or receives a contract or agreement, subcontract, grant or subgrant, which is subject to Section 1352 of the 31, U.S.C., are which exceeds \$100,000 at any tier, shall file a certification (in the form set forth in Attachment 1, consisting of one page, entitled “Certification Regarding Lobbying”) that the recipient has not made, and will not make, any payment prohibited by Paragraph b of this provision.
 - 2. Each recipient shall file a disclosure (in the form set forth in Attachment2, entitled “Standard Form-LLL ‘disclosure of Lobbying Activities”) if such recipient has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered federal action) in connection with an agreement, or grant or any extension or amendment of that agreement, or grant, which would be prohibited under Paragraph b of this provision if paid for with appropriated funds.
 - 3. Each recipient shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affect the accuracy of the information contained in any disclosure from previously filed by such person under Paragraph a(2) herein. An event that materially affects the accuracy of the information reported includes:
 - a. A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action;
 - b. A change in the person(s) or individual(s) influencing or attempting to influence a covered federal action; or
 - c. A change in the officer(s), employee(s), or member(s) contacted for the purpose of influencing or attempting to influence a covered federal action.
 - 4. Each person (or recipient) who requests or receives from a person referred to in Paragraph a(1) of this provision a contract or agreement, subcontract, grant or subgrant exceeding \$100,000 at any tier under a contract or agreement, or grant shall file a certification, and a disclosure form, if required, to the next tier above.
 - 5. All disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the person referred to in Paragraph a(1) of this provision. That person shall forward all disclosure forms to AHP Contract Office or Project Manager.

b. Prohibition

Section 1352 of Title 31 U.S.C., provides in part that no appropriated funds may be expended by the recipient of a federal contract or agreement, grant, loan or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract or agreement, the making of any federal grant, the making of any federal loan, entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, or agreement, grant, loan or cooperative agreement.

33. Avoidance of Conflicts of Interest by Subcontractor

1. AHP intends to avoid any real or apparent conflict of interest on the part of the Subcontractors, or employees, officers and Directors of the subcontractors. This AHP reserves the right to determine, at its sole discretion, whether any information, assertion or claim received from any source indicates the existence of a real or apparent conflict of interest; and, if a conflict is found to exist, to require the Subcontractor to submit additional information or a plan for resolving the conflict, subject to AHP review and prior approval.
2. Conflicts of interest include, but are not limited to:
 - a. An instance where the subcontractor has an interest, financial or otherwise, whereby the use or disclosure of information obtained while performing services under the Agreement would allow for private or personal benefit or for any purpose that is contrary to the goals and objectives of the Agreement.
 - b. An instance where the subcontractor's employees, officers, or Directors use their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family, business or other ties.
3. If AHP is or becomes aware of a known or suspected conflict of interest, the Subcontractor will be given an opportunity to submit additional information or to resolve the conflict. A Subcontractor with a suspected conflict of interest will have five (5) working days from the date of notification of the conflict by AHP to provide complete information regarding the suspected conflict. If a conflict of interest is determined to exist by AHP and cannot be resolved to the satisfaction of AHP, the conflict will be grounds for terminating the Agreement. AHP may, at its discretion upon receipt of a written request from the Subcontractor, authorize an extension of the timeline indicated herein.

34. Subcontractor Conduct and Filing Requirements

- A. When a Subcontractor performs work on DHCS premises, the Subcontractor shall follow and adhere to all DHCS policies and procedures including, but not limited to, those governing health and safety, nondiscrimination, appropriate vehicle use, travel reimbursement, security and confidentiality of information, incompatible activities, acceptable employee conduct, information technology protocols and requirements, workplace violence prevention, and conflict of interest filing instructions (if applicable). Subcontractors may not access DHCS confidential, personal, or sensitive information until they have been trained on the DHCS policies and procedures for information privacy and security and sign a Confidentiality Statement. The training may be accomplished through ton-line Privacy/Security Training on the DHCS intranet.
- B. Certain Subcontractors designated by the DHCS' Conflict of Interest Code are required to complete and file a Statement of Economic Interests, Form 700. The Subcontractor agrees that if the Director of DHCS or his/her designee determines that a Statement of Economic Interests, Form 700, is required based upon the nature of the services that are to be performed, the Subcontractor shall be so notified by DHCS and the Subcontractor shall obtain a Form 700 and filing instructions from DHCS' Personnel Office or the Fair Practices Commission and

fully complete the Form 700. The Subcontractor shall file the completed Form 700 in a timely manner with the DHCS Personnel Office and submit a copy to the DHCS Program Contract Manager. Failure to obtain, complete or file a Form 700 in a timely manner as instructed by DHCS, may result in immediate contract termination or Subcontract substitution/replacement.

35. Prohibited Follow-on Subcontracts

- A. No person, firm or subsidiary thereof who has been awarded a subcontract agreement may submit a bid for, nor be awarded an agreement for, the provision of services, procurement of goods or supplies, or any other related action which is required, suggested, or otherwise deemed appropriate in the end production of this Subcontract agreement.
- B. Paragraph A does not apply at any person, firm or subsidiary thereof who is awarded a subcontract agreement which totals more than 10 percent of the total monetary value of the consulting services agreement.
- C. Paragraphs A and B do not apply to subcontract agreements subject to Chapter 10 (commencing with Section 4525) of Division 5 of Title 1 of the Government Code.

State of California
Department of Health Care Services
CERTIFICATION REGARDING LOBBYING

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making, awarding, or entering into of this Federal contract, Federal grant, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of this Federal contract, grant or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency of the United States Government, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities" in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontractors, subgrants, and contracts under grants and cooperative agreements) of \$100,000 or more, and that all subrecipients shall certify and disclose accordingly.

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

Name of Subcontractor	Printed Name of Person Signing for Subcontractor
Contract/Grant Number	Signature of Person Signing for Subcontractor
Date	Title

After execution by or on behalf of Subcontractor, please return to:
California Department of Health Care Services

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

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date and of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g. the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in Item 1 (e.g. Request for Proposal (RFP) number; Invitation for Bid (IFB); grant announcement number; the contract, grant or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g. "RFP-DE-90-001".
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

Travel Reimbursement Information

(Lodging and Per Diem Reimbursement - Effective for travel on/after January 1, 2021)

1. The following rate policy is to be applied for reimbursing the travel expenses of persons under contract. The terms "contract" and/or "subcontract" have the same meaning as "grantee" and/or "subgrantee" where applicable.

- a. Reimbursement for travel and/or per diem shall be at the rates established for non-represented/excl used state employees. Exceptions to California Department of Human Resources (CalHR) lodging rates may be approved by the Department of Health Care Services (DHCS) upon the receipt of a statement on/with an invoice indicating that State employee travel rates are not available.
- b. Short Term Travel is defined as a 24-hour period, and less than 31 consecutive days, and is at least 50 miles from the main office, headquarters, or primary residence. Starting time is whenever a contract or subcontract employee leaves his or her home or headquarters. "Headquarters" is defined as the place where the contracted personnel spend the largest portion of their working time and returns to upon the completion of assignments. Headquarters may be individually established for each traveler and approved verbally or in writing by the program funding the agreement. Verbal approval shall be followed up in writing or email.
- c. Contractors on travel status for more than one 24-hour period and less than 31 consecutive days may claim a fractional part of a period of more than 24 hours. Consult the chart appearing on Page 2 of this document to determine the reimbursement allowance. All lodging reimbursement claims must be supported by a receipt*. If a contractor does not or cannot present receipts, lodging expenses will not be reimbursed.

1) Lodging (with receipts*):

Travel Location /Area	Reimbursement Rate
AH counties (except the counties identified below)	\$ 90.00 plus tax
Counties of Sacramento, Napa, Riverside	\$ 95.00 plus tax
Marin	\$110.00 plus tax
Counties of Los Angeles (except City of Santa Monica), Orange, Ventura, and Edwards AFB	\$120.00 plus tax
Counties of Monterey and San Diego	\$125.00 plus tax
Counties of Alameda, San Mateo, and Santa Clara	\$140.00 plus tax
City of Santa Monica	\$150.00 plus tax
San Francisco	\$250.00 plus tax

Reimbursement for actual lodging expenses that exceed the above amounts may be allowed with the advance approval of the Deputy Director of DHCS or his or her designee. Receipts are required.

*Receipts from Internet lodging reservation services such as Priceline.com which require prepayment for that service, ARE NOT ACCEPTABLE LODGING RECEIPTS and are not reimbursable without a valid lodging receipt from a lodging establishment

2.) Meal/Supplemental Expenses: With substantiating receipts, a contractor may claim actual expenses. Incurred up to the following maximum reimbursement rates for each full 24-hour period of travel.

Meals/Expense	Reimbursement Rate
Breakfast	\$7.00
Lunch	\$11.00
Dinner	\$23.00
Incidental expenses	\$5.00

- d. Out-of-state travel may only be reimbursed if such travel is necessitated by the scope or statement of work and has been approved in advance by the program with which the contract is held. For out-of-state travel, contractors may be reimbursed actual lodging expenses, supported by a receipt, and may be reimbursed for meals and supplemental expenses for each 24-hour period computed at the rates listed in c. (2) above. For all out-of-state travel, contractors/subcontractors must have prior DHCS written or verbal approval. Verbal approval shall be confined in writing (email or memo).
 - e. In computing allowances for continuous periods of travel of less than 24 hours, consult the Per Deim Reimbursement Guide.
 - f. No meal or lodging expenses will be reimbursed for any period of travel that occurs within normal working hours unless expenses are incurred at least 50 miles from headquarters.
2. If any of the reimbursement rates stated herein is changed by CalHR, no formal contract amendment will be required to incorporate the new rates. However, DHCS shall inform the subcontractor, in writing, of the revised travel reimbursement rates and the applicable effective date of any rate change. At DHCS' discretion, changes or revisions made by DHCS to this exhibit, excluding travel reimbursement policies established by CalHR may be applied retroactively to any agreement to which a Travel Reimbursement Information exhibit is attached, incorporated by reference, or applied by DHCS program policy. Changes to the travel reimbursement rates stated herein may not be applied earlier than the date a rate change is approved by CalHR.
 3. For transportation expenses. The subcontractor must retain receipts for parking; taxi, airline, bus, or rail tickets; car rental; or any other travel receipt pertaining to each trip for attachment to an invoice as substantiation for reimbursement. Reimbursement may be requested for commercial carrier fares; private car mileage; parking fees; bridge tolls; taxi, bus, or streetcar fares; and auto rental fees when substantiated by a receipt.
 4. Auto mileage reimbursement: If a subcontractor uses his/her or a company car for transportation, the rate of reimbursement will be 0.56 cents maximum per mile. If a subcontractor uses his/her or a company car "in lieu or airfare, the air coach fare will be the maximum paid by the State. The subcontractor must provide a cost comparison upon request by the State. Gasoline and routine automobile repair expenses are not reimbursable.
 5. The subcontractor is required to furnish details surrounding each period of travel. Travel expense reimbursement detail may include, but not be limited to purpose of travel, departure and return times, destination points, miles driven, mode of transportation, etc. Reimbursement for travel expenses may be withheld pending receipt of adequate travel documentation.
 6. Subcontractors are to consult with program funding the contract to obtain specific invoicing procedures.

Per Diem Reimbursement Guide

Length of travel period:	And this condition exists:	Meal allowed with receipt:
Less than 24 hours	<ul style="list-style-type: none"> • Trip begins at or before 6:00 a.m. and ends at or after 9:00 a.m. • Trip ends at least one hour after the regularly scheduled workday ends or begins at or before 4:00 p.m. and ends after 7:00 p.m. <p><i>Lunch or Incidentals cannot be claimed on one-day trips.</i></p>	<p>Breakfast</p> <p>Dinner</p>
24 hours or more	<ul style="list-style-type: none"> • Trip begins at or before 6:00 a.m • Trip begins at or before 11:00 a.m. 	<p>Breakfast</p> <p>Lunch</p>
	<ul style="list-style-type: none"> • Trip begins at or before 5:00 p.m. 	<p>Dinner</p>
More than 24 hours	<ul style="list-style-type: none"> • Trip ends at or after 8:00 a.m. 	<p>Breakfast</p>
	<ul style="list-style-type: none"> • Trip ends at or after 2:00 p.m. 	<p>Lunch</p>
	<ul style="list-style-type: none"> • Trip ends at or after 7:00 p.m 	<p>Dinner</p>
<p>The following meals may not be claimed for reimbursement: meals provided by the State, meals included in hotel expenses or conference fees, meals included in transportation costs such as airline tickets, or meals that are otherwise provided. Snacks and/or continental breakfasts such as rolls, juice, and coffee are not considered to be a meal.</p> <p>No meal expense may be claimed for reimbursement more than once in any given 24-hour period.</p>		

Business Associate Addendum

1. This Agreement has been determined to constitute a business associate relationship under the Health Insurance Portability and Accountability Act (HIPAA) and its implementing privacy and security regulations at 45 Code of Federal Regulations, Parts 160 and 164 (collectively, and as used in this Agreement)
2. The term "Agreement" as used in this document refers to and includes both this Business Associate Addendum and the contract to which this Business Associate Agreement is attached as an exhibit, if any.
3. For purposes of this Agreement, the term "Business Associate" shall have the same meaning as set forth in 45 CFR section 160.103.
4. Subcontractor, the Covered Entity, understands that Business Associate may create, receive, maintain, transmit to DHCS or aggregate certain information pursuant to the terms of this Agreement, some of which information may constitute Protected Health Information (PHI) and/or confidential information protected by Federal and/or state laws.
 - 4.1 As used in this Agreement and unless otherwise stated, the term "PHI" refers to and includes both "PHI" as defined at 45 CFR section 160.103 and Personal Information (PI) as defined in the Information Practices Act (IPA) at California Civil Code section 1798.3(a). PHI includes information in any form, including paper, oral, and electronic.
 - 4.2 As used in this Agreement, the term "confidential information" refers to information not otherwise defined as PHI in Section 4.1 of this Agreement, but to which state and/or federal privacy and/or security protections apply.
5. Business Associate is acting on DHCS's behalf and provides services or arranges, performs or assists in the performance of functions or activities on behalf of DHCS, and may create, receive, maintain, transmit, aggregate, use or disclose PHI (collectively, "use or disclose PHI") in order to fulfill Business Associate's obligations under this Agreement. Business Associate and Subcontractor are each a party to this Agreement and are collectively referred to as the "parties."
6. The terms used in this Agreement, but not otherwise defined, shall have the same meanings as those terms in HIPAA and/or the IPA. Any reference to statutory or regulatory language shall be to such language as in effect or as amended.
7. **Permitted Uses and Disclosures of PHI by Business Associate.** Except as otherwise indicated in this Agreement, Business Associate may use or disclose PHI, inclusive of de-identified data derived from such PHI, only to perform functions, activities or services specified in this Agreement on behalf of Covered Entity, provided that such use or disclosure would not violate HIPAA or other applicable laws if done by Business Associate.
 - 7.1 **Specific Use and Disclosure Provisions.** Except as otherwise indicated in this Agreement, Business Associate may use and disclose PHI if necessary for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate. Business Associate may disclose PHI for this purpose if the disclosure is required by law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person. The person shall notify the Business Associate of any instances of which the person is aware that the confidentiality of the information has been breached, unless such person is a treatment provider not acting as a business associate of Business Associate.

8. Compliance with other Applicable Law

- 8.1 To the extent that other state and/or federal laws provide additional, stricter and/or more protective (collectively, more protective) privacy and/or security protections to PHI or other confidential information covered under this Agreement beyond those provided through HIPAA, Business Associate agrees:
 - 8.1.1 To comply with the more protective of the privacy and security standards set forth in applicable state or federal laws to the extent such standards provide a greater degree of protection and security than HIPAA or are otherwise more favorable to the individuals whose information is concerned: and
 - 8.1.2 To treat any violation of such additional and/or more protective standards as a breach or security incident, as appropriate, pursuant to Section 18. of this Agreement.
- 8.2 Examples of laws that provide additional and/or stricter privacy protections to certain types of PHI and/or confidential information, as defined in Section 4. of this Agreement, include, but are not limited to the Information Practices Act. California Civil Code sections 1798-1798.78, Confidentiality of Alcohol and Drug Abuse Patient Records, 42 CFR Part 2, Welfare and Institutions Code section 5328, and California Health and Safety Code section 11845.5.
- 8.3 If Business Associate is a Qualified Service Organization (QSO) as defined in 42 CFR section 2.11, Business Associate agrees to be bound by and comply with subdivisions (2)(i) and (2)(ii) under the definition of QSO in 42 CFR section 2.11.

9. Additional Responsibilities of Business Associate

- 9.1 **Nondisclosure.** Business Associate shall not use or disclose PHI or other confidential information other than as permitted or required by this Agreement or as required by law.
- 9.2 **Safeguards and Security.**
 - 9.2.1 Business Associate shall use safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of PHI and other confidential data and comply, where applicable, with subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of the information other than as provided for by this Agreement. Such safeguards shall be based on applicable Federal Information Processing Standards (FIPS) Publication 199 protection levels.
 - 9.2.2 Business Associate shall, at a minimum, utilize an industry-recognized security framework when selecting and implementing its security controls, and shall maintain continuous compliance with its selected framework as it may be updated from time to time. Examples of industry-recognized security frameworks include but are not limited to
 - 9.2.2.1 NIST SP 800-53 - National Institute of Standards and Technology Special Publication 800-53
 - 9.2.2.2 FedRAMP - Federal Risk and Authorization Management Program
 - 9.2.2.3 PCI- PCI Security Standards Council
 - 9.2.2.4 ISO/IEC 27002 - International Organization for Standardization/International Electrotechnical Commission standard 27002

9.2.2.5 IRS PUB 1075 - Internal Revenue Service Publication 1075

9.2.2.6 HITRUST CSF - HITRUST Common Security Framework

9.2.3 Business Associate shall employ FIPS 140-2 compliant encryption of PHI at rest and in motion unless Business Associate determines it is not reasonable and appropriate to do so based upon a risk assessment, and equivalent alternative measures are in place and documented as such. In addition, Business Associate shall maintain, at a minimum, the most current industry standards for transmission and storage of PHI and other confidential information.

9.2.4 Business Associate shall apply security patches and upgrades, and keep virus software up-to-date, on all systems on which PHI and other confidential information may be used.

9.3 Business Associate's Agent. Business Associate shall ensure that any agents, subcontractors, subawardees, vendors or others (collectively, "agents") that use or disclose PHI and/or confidential information on behalf of Business Associate agree to the same restrictions and conditions that apply to Business Associate with respect to such PHI and/or confidential information.

10. Mitigation of Harmful Effects. Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI and other confidential information in violation of the requirements of this Agreement.

11. Access to PHI. Business Associate shall make PHI available in accordance with 45 CFR section 164.524.

12. Amendment of PHI. Business Associate shall make PHI available for amendment and incorporate any amendments to protected health information in accordance with 45 CFR section 164.526.

13. Accounting for Disclosures. Business Associate shall make available the information required to provide an accounting of disclosures in accordance with 45 CFR section 164.528.

14. Compliance with DHCS Obligations. To the extent Business Associate is to carry out an obligation of DHCS under 45 CFR Part 164, Subpart E, comply with the requirements of the subpart that apply to AHP in the performance of such obligation.

15. Access to Practices, Books and Records. Business Associate shall make its internal practices, books, and records relating to the use and disclosure of PHI on behalf of Covered Entity available to Covered Entity upon reasonable request, and to the federal Secretary of Health and Human Services for purposes of determining DHCS' compliance with 45 CFR Part 164, Subpart E.

16. Return or Destroy PHI on Termination; Survival. At termination of this Agreement, if feasible, Business Associate shall return or destroy all PHI and other confidential information received from, or created or received by Business Associate on behalf of, Covered Entity that Business Associate still maintains in any form and retain no copies of such information. If return or destruction is not feasible, Business Associate shall notify Covered Entity of the conditions that make the return or destruction infeasible, shall determine the terms and conditions under which Business Associate may retain the PHI. If such return or destruction is not feasible, Business Associate shall extend the protections of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

17. Special Provision for SSA Data. If Business Associate receives data from or on behalf of Covered Entity that was verified by or provided by the Social Security Administration (SSA data) and is subject to an agreement between Covered Entity, Business Associate shall provide, upon request by Covered Entity, a list of all employees and agents and employees who have access to such data.

18. Breaches and Security Incidents. Business Associate shall implement reasonable systems for the discovery and prompt reporting of any breach or security incident, and take the following steps:

18.1 Notice to OHCS.

18.1.1 Business Associate shall notify Covered Entity Immediately upon the discovery of a suspected breach or security incident that involves SSA data. This notification will be provided by email upon discovery of the breach. If Business Associate is unable to provide notification by email, then Business Associate shall provide notice by telephone to Covered Entity.

18.1.2 Business Associate shall notify Covered Entity within 24 hours by email (or by telephone if Business Associate is unable to email Covered Entity) of the discovery of the following, unless attributable to a treatment provider that is not acting as a business associate of Business Associate:

18.1.2.1 Unsecured PHI if the PHI is reasonably believed to have been accessed or acquired by an unauthorized person;

18.1.2.2 Any suspected security incident which risks unauthorized access to PHI and/or other confidential information;

18.1.2.3 Any intrusion or unauthorized access, use or disclosure of PHI in violation of this Agreement; or

18.1.2.4 Potential loss of confidential Information affecting this Agreement.

Upon discovery of a breach or suspected security incident, intrusion or unauthorized access, use or disclosure of PHI, Business Associate shall take:

18.1.2.5 Prompt action to mitigate any risks or damages involved with the security incident or breach; and

18.1.2.6 Any action pertaining to such unauthorized disclosure required by applicable Federal and State law.

18.2 Investigation. Business Associate shall immediately investigate such security incident or confidential breach.

18.3 Complete Report. To provide a complete report of the investigation to Covered Entity contacts within ten (10) working days of the discovery of the security incident or breach. This "Final PIR" must include any applicable additional information not included in the Initial Form. The Final PIR Form shall include an assessment of all known factors relevant to a determination of whether a breach occurred under HIPAA and other applicable federal and state laws. The report shall also include a full, detailed corrective action plan, including its implementation date and information on mitigation measures taken to halt and/or contain the improper use or disclosure. If Covered Entity requests information in addition to that requested through the PIR form, Business Associate shall

make reasonable efforts to provide Covered Entity with such information . A "Supplemental PIR" may be used to submit revised or additional information after the Final PIR is submitted. Covered Entity will review and approve or disapprove Business Associate's determination of whether a breach occurred, whether the security incident or breach is reportable to the appropriate entities, if individual notifications are required, and Business Associate's corrective action plan.

18.3.1 If Business Associate does not complete a Final PIR within the ten (10) working day timeframe, Business Associate shall request approval from Covered Entity within the ten (10) working day timeframe of a new submission timeframe for the Final PIR.

18.4 Notification of Individuals. If the cause of a breach is attributable to Business Associate or its agents, other than when attributable to a treatment provider that is not acting as a business associate of Business Associate, Business Associate shall notify individuals accordingly and shall pay all costs of such notifications, as well as all costs associated with the breach. The notifications shall comply with applicable federal and state law. DHCS shall approve the time, manner and content of any such notifications and their review and approval must be obtained before the notifications are made.

18.5 Responsibility for Reporting of Breaches to Entities Other than Covered Entity. If the cause of a breach of PHI is attributable to Business Associate or its agents, other than when attributable to a treatment provider that is not acting as a business associate of Business Associate, Business Associate is responsible for all required reporting of the breach as required by applicable federal and state law.

19 Responsibility of Covered Entity. Covered Entity agrees to not request the Business Associate to use or disclose PHI in any manner that would not be permissible under HIPAA and/or other applicable federal and/or state law.

20 Audits, Inspection and Enforcement

20.2 If Business Associate is the subject of an audit, compliance review, investigation or any proceeding that is related to the performance of its obligations pursuant to this Agreement, or is the subject of any judicial or administrative proceeding alleging a violation of HIPAA, Business Associate shall promptly notify AHP unless it is legally prohibited from doing so.

21. Termination

21.1 Termination for Cause. Upon Covered Entity's knowledge of a violation of this Agreement by Business Associate, Covered Entity may in its discretion:

21.1.1 Provide an opportunity for Business Associate to cure the violation and terminate this Agreement if Business Associate does not do so within the time specified by Covered Entity; or

21.1.2 Terminate this Agreement if Business Associate has violated a material term of this Agreement.

21.2 Judicial or Administrative Proceedings. Covered Entity may terminate this Agreement if Business Associate is found to have violated HIPAA, or stipulates or consents to any such conclusion, in any judicial or administrative proceeding.

22. Miscellaneous Provisions

- 22.1 Disclaimer.** Covered Entity makes no warranty or representation that compliance by Business Associate with this Agreement will satisfy Business Associate's business needs or compliance obligations. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI and other confidential information.
- 22.2. Amendment.**
- 22.2.1** Any provision of this Agreement which is in conflict with current or future applicable Federal or State laws is hereby amended to conform to the provisions of those laws. Such amendment of this Agreement shall be effective on the effective date of the laws necessitating it, and shall be binding on the parties even though such amendment may not have been reduced to writing and formally agreed upon and executed by the parties.
- 22.2.2** Failure by Business Associate to take necessary actions required by amendments to this Agreement under Section 22.2.1 shall constitute a material violation of this Agreement.
- 22.3 Assistance In Litigation or Administrative Proceedings.** Business Associate shall make itself and its employees and agents available to Covered Entity at no cost to Covered Entity to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against Covered Entity, its directors, officers and/or employees based upon claimed violation of HIPAA, which involve inactions or actions by the Business Associate.
- 22.4 No Third-Party Beneficiaries.** Nothing in this Agreement is intended to or shall confer, upon any third person any rights or remedies whatsoever.
- 22.5 Interpretation.** The terms and conditions in this Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA and other applicable laws.
- 22.6 No Waiver of Obligations.** No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

**Attachment C
Subcontractor Certification**

Subcontractor Certification Clause

CCC 04/2017

CERTIFICATION

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

Subcontractor/Bidder Firm Name	Federal ID Number
--------------------------------	-------------------

By (Authorized Signature)

Printed Name and Title of Person Signing

Date Executed	Executed in the County of
---------------	---------------------------

SUBCONTRACTOR CERTIFICATION CLAUSES

PART I - STATEMENT OF COMPLIANCE:

Subcontractor has, unless exempted, complied with the nondiscrimination program requirements. (GC 12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

PART II - DRUG-FREE WORKPLACE REQUIREMENTS:

Subcontractor 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 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 Subcontractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: (1) the Subcontractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (GC 8350 et seq.)

NATIONAL LABOR RELATIONS BOARD CERTIFICATION:

Subcontractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Subcontractor within the immediately preceding two-year period because of Subcontractor's failure to comply with an order of a Federal court which orders Subcontractor to comply with an order of the National Labor Relations Board. (PCC 10296) (Not applicable to public entities.)

SUBCONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE-PRO BONO REQUIREMENT

Subcontractor hereby certifies that subcontractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Subcontractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the Agreement equal to the lesser 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 Agreement period of less than a full year or 10% of its Agreement 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.

EXPATRIATE CORPORATIONS:

Subcontractor 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.

SWEATFREE CODE OF CONDUCT:

- a. All Subcontractors 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 Agreement, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the Agreement 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 subcontractor 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 subcontractor agrees to cooperate fully in providing reasonable access to the subcontractor'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 subcontractor's compliance with the requirements under paragraph (a).

DOMESTIC PARTNERS

For agreements of \$100,000 or more, Subcontractor certifies that Subcontractor is in compliance with Public Contract Code section 10295.3.

GENDER IDENTITY

For agreements of \$100,000 or more, Subcontractor certifies that Subcontractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

CONFLICT OF INTEREST:

Subcontractor needs to be aware of the following provisions regarding current or former state employees. If Subcontractor 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.

a. Current State Employees (PCC 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.

b. Former State Employees (PCC 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 an Agreement 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 Agreement 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 an Agreement 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 Agreement within the 12-month period prior to his or her leaving state service.

If Subcontractor violates any provisions of above paragraphs, such action by Subcontractor shall render this Agreement void. (PCC 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. (PCC 10430 (e))

LABOR CODE/WORKERS COMPENSATION:

Subcontractor 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 Subcontractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

AMERICAN WITH DISABILITIES ACT:

Subcontractor 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.)

SUBCONTRACTORS NAME CHANGE:

An amendment is required to change the Subcontractor'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.

CORPORATE QUALIFICATION 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 subcontractor 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 subcontractor 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.

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.

AIR OR WATER POLLUTION VIOLATION:

Under the State laws, the Subcontractor 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.

PAYEE DATA RECORD FORM STD. 204:

This form must be completed by all subcontractors that are not another state agency or other government entity.

1.CALIFORNIA CIVIL RIGHTS LAWS: For Agreement executed or renewed after January 1, 2017, the subcontractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and

2.EMPLOYER DISCRIMINATION POLICIES For Agreements executed or renewed after January 1, 2017, if a con Subcontractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Subcontractor certifies that such policies are not used in violation of the Unruh Civil Rights Act Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code).

ATTACHMENT D STATEMENT OF WORK

Agency Name: Mono County
Implementation SOW Start Date: September 15, 2021
Implementation SOW End Date: June 30, 2025

Item	Time Period	Description/Deliverable	Amount	Due Date
1.	7460.01-0002 Quarter 1 9/15/21 – 12/31/21	INFRASTRUCTURE (Behavioral Health Continuum Infrastructure Program [BHCIP] Funds) Activities/Deliverables that build the CCMU Infrastructure <ol style="list-style-type: none"> a. Coordination and planning activities with local and regional organizations and/or to manage multiple CCMUs (\$1,242.00) Develop tiered roll-out of mobile crisis, gather example Memos of Understanding (MOUs) with Emergency Medical Services (EMS) and Sheriff’s Office (SO), create grant tracking mechanisms, present before Mono Board of Supervisors, draft workflows for crisis program. b. Dispatch of CCMU Teams (\$10,000.00) Provide two and a half (2.5) months of administrative on-call costs for five to ten (5-10) members of the Mono County Behavioral Health (MCBH) crisis team. 	\$11,242.00	12/31/21
2.	7460.01-002-0000 Quarter 1 9/15/21 – 12/31/21	DIRECT SERVICES (Coronavirus Response and Relief Supplemental Appropriations Act [CRRSAA] Funds) Deliver Mobile Crisis Response Services through ONE team Launch tiered roll-out of mobile crisis response, including collaboration on crisis calls with local law enforcement and EMS.	\$12,000.00	12/31/21
3.	7460.01-0002 Quarter 2 1/1/22 – 3/31/22	INFRASTRUCTURE (BHCIP Funds) Equipment/Property Purchases <ul style="list-style-type: none"> • Eight (8) data plans for tablets @ \$120.00 each • Eight (8) tablets @ \$400.00 each Activities/Deliverables that build the CCMU Infrastructure <ol style="list-style-type: none"> a. Trainings (\$12,440.00) Purchase verbal intervention for crisis-related de-escalation; additional Mental Health First Aid (MHFA) courses and Crisis Intervention Trainings (CIT) b. Coordination and planning activities with local and regional organizations and/or to manage multiple CCMUs (\$8,330.00) Develop MOU with EMS and SO, development of policies and workflows, sustainability planning, and other planning activities 	\$4,160.00 \$50,015.00	3/31/22

		<p>Hire:</p> <ul style="list-style-type: none"> • One (1) full time employee with title of Director • One (1) full time employee with title of Clinical Supervisor • One (1) part time employee working eighty percent (80%) time with title of Program Manager • Consultant <p>c. Dispatch of CCMU Teams (\$29,245.00)</p> <ul style="list-style-type: none"> • Provide reimbursement for salary/benefit funding for EMS, SO, and dispatch personnel • Provide back-up consultation staff, including the Director and Clinical Supervisor • Provide administrative on-call costs for five to ten (5-10) members of the MCBH crisis team. 		
4.	7460.01-002-0000 Quarter 2 1/1/22 – 3/31/22	<p>DIRECT SERVICES (CRRSAA Funds) Deliver Mobile Crisis Response Services through ONE team</p> <ul style="list-style-type: none"> • Provide mobile crisis services by purchasing minute-rate for five to ten (5-10) mobile crisis team workers • Purchase gas cards 	\$18,900.00	3/31/22
5.	7460.01-0002 Quarter 3 4/1/22 – 6/30/22	<p>INFRASTRUCTURE (BHCIP Funds) Equipment/Property Purchases</p> <ul style="list-style-type: none"> • Eight (8) data plans for tablets @ \$120.00 each <p>Activities/Deliverables that build the CCMU Infrastructure</p> <p>a. Trainings (\$12,440.00) Purchase MHFA train the trainer courses and MHFA community courses, CIT for Law Enforcement and EMS participating in CCMU</p> <p>b. Coordination and planning activities with local and regional organizations and/or to manage multiple CCMUs (\$1,242.00) Finalize MOU with EMS and SO, finalize policies and workflows, sustainability planning, and other planning activities. Hire consultant to plan, organize and coordinate events Ongoing salaries for:</p> <ul style="list-style-type: none"> • Director • Clinical Supervisor • Program Manager <p>c. Dispatch of CCMU Teams (\$32,508.00)</p> <ul style="list-style-type: none"> • Provide reimbursement for salary/benefit funding for EMS, SO, and and dispatch personnel • Provide back-up consultation staff, including the Director and Clinical Supervisor • Pay administrative on-call costs 	\$960.00 \$46,190.00	6/30/22

6.	7460.01-002-0000 Quarter 3 4/1/22 – 6/30/22	DIRECT SERVICES (CRRSAA Funds) Deliver Mobile Crisis Response Services through ONE team <ul style="list-style-type: none"> • Provide mobile crisis services by purchasing minute-rate for five to ten (5-10) mobile crisis team workers • Purchase gas cards 	\$20,000.00	6/30/22
Year 1 Total:			\$163,467.00	
7.	7460.01-0002 Quarter 4 7/1/22 – 9/30/22	INFRASTRUCTURE (BHCIP Funds) Equipment/Property Purchases <ul style="list-style-type: none"> • Eight (8) data plans for tablets @ \$120.00 each Activities/Deliverables that build the CCMU Infrastructure <ol style="list-style-type: none"> Trainings (\$2,800.00) Purchase MHFA train the trainer courses and MHFA community courses Coordination and planning activities with local and regional organizations and/or to manage multiple CCMUs (\$1,242.00) Regular meetings, check-ins, and quality/process improvement work, as well as other planning activities. Ongoing salaries for: <ul style="list-style-type: none"> • Director • Clinical Supervisor • Program Manager Ongoing compensation for Consultant Dispatch of CCMU Teams (\$32,058.00) <ul style="list-style-type: none"> • Provide reimbursement for salary/benefit funding for EMS, SO, and dispatch personnel • Provide back-up consultation staff, including the Director and Clinical Supervisor an estimate of three months of billing. • Pay administrative on-call costs 	\$920.00 \$36,100.00	9/30/22
8.	7460.01-002-0000 Quarter 4 7/1/22 – 9/30/22	DIRECT SERVICES (CRRSAA Funds) Deliver Mobile Crisis Response Services through ONE team <ul style="list-style-type: none"> • Provide mobile crisis services by purchasing minute-rate for five to ten (5-10) mobile crisis team workers • Purchase gas cards 	\$22,000.00	9/30/22
9.	7460.01-0002 Quarter 5 10/1/22 – 12/31/22	INFRASTRUCTURE (BHCIP Funds) Equipment/Property Purchases <ul style="list-style-type: none"> • Eight (8) data plans for tablets @ \$120.00 each Activities/Deliverables that build the CCMU Infrastructure <ol style="list-style-type: none"> Trainings (\$2,800.00) Purchase MHFA community courses and Peer certification specialist trainings 	\$960.00 \$36,100.00	12/31/22

		<p>b. Coordination and planning activities with local and regional organizations and/or to manage multiple CCMUs (\$1,242.00) Regular meetings, check-ins, and quality/process improvement work Ongoing salaries for:</p> <ul style="list-style-type: none"> • Director • Clinical Supervisor • Program Manager <p>Ongoing compensation for Consultant</p> <p>c. Dispatch of CCMU Teams (\$32,058.00)</p> <ul style="list-style-type: none"> • Provide reimbursement for salary/benefit funding for EMS, SO, and dispatch personnel • Provide back-up consultation staff, including the Director and Clinical Supervisor • Pay administrative on-call costs 		
10.	7460.01-002-0000 Quarter 5 10/1/22 – 12/31/22	<p>DIRECT SERVICES (CRRSAA Funds) Deliver Mobile Crisis Response Services through ONE team</p> <ul style="list-style-type: none"> • Provide mobile crisis services by purchasing minute-rate for five to ten (5-10) mobile crisis team workers • Purchase gas cards 	\$24,900.00	12/31/22
11.	7460.01-0002 Quarter 6 1/1/23 – 3/31/23	<p>INFRASTRUCTURE (BHCIP Funds) Equipment/Property Purchases</p> <ul style="list-style-type: none"> • Eight (8) data plans for tablets @ \$120.00 each <p>Activities/Deliverables that build the CCMU Infrastructure</p> <p>a. Trainings (\$2,800.00) Purchase MHFA community courses, annual crisis intervention and/or de-escalation trainings</p> <p>b. Coordination and planning activities with local and regional organizations and/or to manage multiple CCMUs (\$1,242.00) Regular meetings, check-ins, and quality/process improvement work, Ongoing salaries for:</p> <ul style="list-style-type: none"> • Director • Clinical Supervisor • Program Manager <p>Ongoing compensation for Consultant</p> <p>c. Dispatch of CCMU Teams (\$32,558.00)</p> <ul style="list-style-type: none"> • Provide reimbursement for salary/benefit funding for EMS, SO, and dispatch personnel • Provide back-up consultation staff, including the Director and Clinical Supervisor • Pay administrative on-call costs 	\$960.00 \$36,600.00	3/31/23

12.	7460.01-002-0000 Quarter 6 (Partial) 1/1/23 – 2/14/23	DIRECT SERVICES (CRRSAA Funds) Deliver Mobile Crisis Response Services through ONE team <ul style="list-style-type: none"> Provide mobile crisis services by purchasing minute-rate for five to ten (5-10) mobile crisis team workers Purchase gas cards 	\$26,000.00	2/14/23 (Partial Quarter)
13.	7460.01-0002 Quarter 7 4/1/23 – 6/30/23	INFRASTRUCTURE (BHCIP Funds) Equipment/Property Purchases <ul style="list-style-type: none"> Eight (8) data plans for tablets @ \$120.00 each Activities/Deliverables that build the CCMU Infrastructure <ol style="list-style-type: none"> Trainings (\$2,800.00) <ul style="list-style-type: none"> Purchase MHFA community courses, CIT training for Law Enforcement and EMS personnel participating in CCMU, peer certification trainings, de-escalation trainings Coordination and planning activities with local and regional organizations and/or to manage multiple CCMUs (\$1,242.00) Regular meetings, check-ins, and quality/process improvement work Ongoing salaries for: <ul style="list-style-type: none"> Director Clinical Supervisor Program Manager Ongoing compensation for Consultant Dispatch of CCMU Teams (\$32,558.00) <ul style="list-style-type: none"> Provide reimbursement for salary/benefit funding for EMS, SO, and dispatch personnel Provide back-up consultation staff, including the Director and Clinical Supervisor Pay administrative on-call costs 	\$960.00 \$36,600.00	6/30/23
Year 2 Total:			\$222,100.00	
14.	7460.01-0002 Quarter 8 7/1/23 – 9/30/23	INFRASTRUCTURE (BHCIP Funds) Equipment/Property Purchases <ul style="list-style-type: none"> Eight (8) data plans for tablets @ \$115.00 each Activities/Deliverables that build the CCMU Infrastructure <ol style="list-style-type: none"> Trainings (\$2,800.00) Purchase MHFA community courses, CIT training for Law Enforcement and EMS personnel participating in CCMU, peer certification trainings, de-escalation trainings Coordination and planning activities with local and regional organizations and/or to manage multiple CCMUs (\$1,242.00) Regular meetings, check-ins, and quality/process 	\$920.00 \$36,600.00	9/30/23

		<p>improvement work, Ongoing salaries for:</p> <ul style="list-style-type: none"> • Director • Clinical Supervisor • Program Manager <p>Ongoing compensation for Consultant</p> <p>c. Dispatch of CCMU Teams (\$32,558.00)</p> <ul style="list-style-type: none"> • Provide reimbursement for salary/benefit funding for EMS, SO, and dispatch personnel • Provide back-up consultation staff, including the Director and Clinical Supervisor • Pay administrative on-call costs 		
15.	7460.01-0002 Quarter 9 10/1/23 – 12/31/23	<p>INFRASTRUCTURE (BHCIP Funds)</p> <p>Equipment/Property Purchases</p> <ul style="list-style-type: none"> • Eight (8) data plans for tablets @ \$120.00 each <p>Activities/Deliverables that build the CCMU Infrastructure</p> <p>a. Trainings (\$2,800.00) Purchase trainings MHFA community courses, CIT training for Law Enforcement and EMS personnel participating in CCMU, peer certification trainings, de-escalation trainings</p> <p>b. Coordination and planning activities with local and regional organizations and/or to manage multiple CCMUs (\$1,242.00) Regular meetings, check-ins, and quality/process improvement work Ongoing salaries for:</p> <ul style="list-style-type: none"> • Director • Clinical Supervisor • Program Manager • Ongoing compensation for Consultant <p>c. Dispatch of CCMU Teams (\$32,558.00)</p> <ul style="list-style-type: none"> • Provide reimbursement for salary/benefit funding for EMS, SO, and dispatch personnel • Provide back-up consultation staff, including the Director and Clinical Supervisor • Pay administrative on-call costs 	\$960.00 \$36,600.00	12/31/23
16.	7460.01-0002 Quarter 10 1/1/24 – 3/31/24	<p>INFRASTRUCTURE (BHCIP Funds)</p> <p>Equipment/Property Purchases</p> <ul style="list-style-type: none"> • Eight (8) data plans for tablets @ \$120.00 each <p>Activities/Deliverables that build the CCMU Infrastructure</p> <p>a. Trainings (\$2,800.00) Purchase MHFA community courses, CIT training for Law Enforcement and EMS personnel participating in CCMU, peer certification trainings, de-escalation trainings, or other related trainings.</p>	\$960.00 \$36,600.00	3/31/24

		<p>b. Coordination and planning activities with local and regional organizations and/or to manage multiple CCMUs (\$1,242.00) Regular meetings, check-ins, and quality/process improvement work Ongoing salaries for:</p> <ul style="list-style-type: none"> • Director • Clinical Supervisor • Program Manager <p>Ongoing compensation for Consultant</p> <p>c. Dispatch of CCMU Teams (\$33,058.00)</p> <ul style="list-style-type: none"> • Provide reimbursement for salary/benefit funding for EMS, SO, and dispatch personnel P • Provide back-up consultation staff, including the Director and Clinical Supervisor • Pay administrative on-call costs 		
17.	7460.01-0002 Quarter 11 4/1/24 – 6/30/24	<p>INFRASTRUCTURE (BHCIP Funds) Equipment/Property Purchases</p> <ul style="list-style-type: none"> • Eight (8) data plans for tablets @ \$120.00 each <p>Activities/Deliverables that build the CCMU Infrastructure</p> <p>a. Trainings (\$2,800.00) Purchase: MHFA community courses, CIT training for Law Enforcement and EMS personnel participating in CCMU, peer certification trainings, de-escalation trainings, or other related trainings.</p> <p>b. Coordination and planning activities with local and regional organizations and/or to manage multiple CCMUs (\$1,242.00) Regular meetings, check-ins, and quality/process improvement work Ongoing salaries for:</p> <ul style="list-style-type: none"> • Director • Clinical Supervisor • Program Manager <p>Ongoing compensation for Consultant</p> <p>c. Dispatch of CCMU Teams (\$33,058.00)</p> <ul style="list-style-type: none"> • Provide reimbursement for salary/benefit funding for EMS, SO, and dispatch personnel • Provide back-up consultation staff, including the Director and Clinical Supervisor • Pay administrative on-call costs 	\$960.00 \$36,600.00	6/30/24
Year 3 Total: \$150,200.00				
18.	7460.01-0002 Quarter 12 7/1/24 – 9/30/24	<p>INFRASTRUCTURE (BHCIP Funds) Equipment/Property Purchases</p> <ul style="list-style-type: none"> • Eight (8) data plans for tablets @ \$115.00 each 	\$920.00	9/30/24

		<p>Activities/Deliverables that build the CCMU Infrastructure</p> <p>a. Trainings (\$2,800.00) Purchase: MHFA community courses, CIT training for Law Enforcement and EMS personnel participating in CCMU, peer certification trainings, de-escalation trainings</p> <p>b. Coordination and planning activities with local and regional organizations and/or to manage multiple CCMUs (\$1,242.00) Regular meetings, check-ins, and quality/process improvement work Ongoing salaries for:</p> <ul style="list-style-type: none"> • Director • Clinical Supervisor • Program Manager <p>Ongoing compensation for Consultant</p> <p>c. Dispatch of CCMU Teams (\$33,558.00)</p> <ul style="list-style-type: none"> • Provide reimbursement for salary/benefit funding for EMS, SO, and dispatch personnel • Provide back-up consultation staff, including the Director and Clinical Supervisor • Pay administrative on-call 	\$37,600.00	
19.	7460.01-0002 Quarter 13 10/1/24 – 12/31/24	<p>INFRASTRUCTURE (BHCIP Funds)</p> <p>Equipment/Property Purchases</p> <ul style="list-style-type: none"> • Eight (8) data plans for tablets @ \$120.00 each <p>Activities/Deliverables that build the CCMU Infrastructure</p> <p>a. Trainings (\$2,800.00) Purchase MHFA community courses, CIT training for Law Enforcement and EMS personnel participating in CCMU, peer certification trainings, de-escalation trainings, or other related trainings.</p> <p>b. Coordination and planning activities with local and regional organizations and/or to manage multiple CCMUs (\$1,242.00) Regular meetings, check-ins, and quality/process improvement work Ongoing salaries for:</p> <ul style="list-style-type: none"> • Director • Clinical Supervisor • Program Manager <p>Ongoing compensation for Consultant</p> <p>c. Dispatch of CCMU Teams (\$33,558.00)</p> <ul style="list-style-type: none"> • Provide reimbursement for salary/benefit funding for EMS, SO, and dispatch personnel • Provide back-up consultation staff, including the Director and Clinical Supervisor • Pay administrative on-call costs 	\$960.00 \$37,600.00	12/31/24

20.	7460.01-0002 Quarter 14 1/1/25 – 3/31/25	INFRASTRUCTURE (BHCIP Funds) Equipment/Property Purchases <ul style="list-style-type: none"> • Eight (8) data plans for tablets @ \$120.00 each Activities/Deliverables that build the CCMU Infrastructure a. Trainings (\$2,800.00) Purchase MHFA community courses, CIT training for Law Enforcement and EMS personnel participating in CCMU, peer certification trainings, de-escalation trainings b. Coordination and planning activities with local and regional organizations and/or to manage multiple CCMUs (\$1,242.00) Regular meetings, check-ins, and quality/process improvement work Ongoing salaries for: <ul style="list-style-type: none"> • Director • Clinical Supervisor • Program Manager Ongoing compensation for Consultant c. Dispatch of CCMU Teams (\$33,558.00) <ul style="list-style-type: none"> • Provide reimbursement for salary/benefit funding for EMS, SO, and dispatch personnel • Provide back-up consultation staff, including the Director and Clinical Supervisor • Pay administrative on-call costs 	\$960.00 \$37,600.00	3/31/25
21.	7460.01-0002 Quarter 15 4/1/25 – 6/30/25	INFRASTRUCTURE (BHCIP Funds) Equipment/Property Purchases <ul style="list-style-type: none"> • Eight (8) data plans for tablets @ \$120.00 each Activities/Deliverables that build the CCMU Infrastructure a. Trainings (\$2,800.00) Purchase MHFA community courses, CIT training for Law Enforcement and EMS personnel participating in CCMU, peer certification trainings, de-escalation trainings, or other related trainings. b. Coordination and planning activities with local and regional organizations and/or to manage multiple CCMUs (\$1,275.00) Regular meetings, check-ins, and quality/process improvement work Ongoing salaries for: <ul style="list-style-type: none"> • Director • Clinical Supervisor • Program Manager Ongoing compensation for Consultant c. Dispatch of CCMU Teams (\$33,558.00) <ul style="list-style-type: none"> • Provide reimbursement for salary/benefit funding for EMS, SO, and dispatch personnel 	\$960.00 \$37,633.00	6/30/25

		<ul style="list-style-type: none"> • Provide back-up consultation staff, including the Director and Clinical Supervisor • Pay administrative on-call costs 		
				Year 4 Total: \$154,233.00
				CONTRACT TOTAL: \$690,000.00

**ATTACHMENT E
PAYMENT SCHEDULE
COUNTY OF MONO**

Description	Invoice Description	Amount Estimated
Equipment	Upon Completion of purchase with receipt for goods/equipment	\$4,160.00
		\$960.00
		\$920.00
		\$960.00
		\$960.00
		\$960.00
		\$920.00
		\$960.00
		\$960.00
		\$920.00
		\$960.00
		\$960.00
		\$960.00
Total Equipment		\$16,520.00

Quarter #/Date Range	Invoice Description	Amount of Invoice
Quarter 1: 9/01/21 – 12/31/21	Progress Report detailing progress made towards Deliverable 1	\$11,242.00
Quarter 1: 9/01/21 – 12/31/21	Progress Report detailing progress made towards Deliverable 2 (CRRSAA funds)	\$12,000.00
Quarter 2: 1/01/22 – 3/31/22	Progress Report detailing progress made towards Deliverable 3	\$50,015.00
Quarter 2: 1/01/22 – 3/31/22	Progress Report detailing progress made towards Deliverable 4 (CRRSAA funds)	\$18,900.00
Quarter 3: 04/01/22 – 6/30/22	Progress Report detailing progress made towards Deliverable 5	\$46,190.00
Quarter 3: 04/01/22 – 6/30/22	Progress Report detailing progress made towards Deliverable 6 (CRRSAA funds)	\$20,000.00
Quarter 4: 07/01/22 – 9/30/22	Progress Report detailing progress made towards Deliverable 7	\$36,100.00
Quarter 4: 07/01/22 – 9/30/22	Progress Report detailing progress made towards Deliverable 8 (CRRSAA funds)	\$22,000.00
Quarter 5: 10/01/22 – 12/31/22	Progress Report detailing progress made towards Deliverable 9	\$36,100.00
Quarter 5: 10/01/22 – 12/31/22	Progress Report detailing progress made towards Deliverable 10 (CRRSAA funds)	\$24,900.00
Quarter 6: 1/1/23 – 2/14/23	Progress Report detailing progress made towards Deliverable 11	\$36,600.00

Quarter 6: 1/1/23 – 2/14/23	Progress Report detailing progress made towards Deliverable 12 (CRRSAA funds)	\$26,000.00
Quarter 7: 4/1/23 – 6/30/23	Progress Report detailing progress made towards Deliverable 13	\$36,600.00
Quarter 8: 07/01/23 – 9/30/23	Progress Report detailing progress made towards Deliverable 14	\$36,600.00
Quarter 9: 10/01/23 – 12/31/23	Progress Report detailing progress made towards Deliverable 15	\$36,600.00
Quarter 10: 1/1/24 – 2/14/24	Progress Report detailing progress made towards Deliverable 16	\$36,600.00
Quarter 11: 4/1/24 - 6/30/24	Progress Report detailing progress made towards Deliverable 17	\$36,600.00
Quarter 12: 07/01/24 – 9/30/24	Progress Report detailing progress made towards Deliverable 18	\$37,600.00
Quarter 13: 10/01/24 – 12/31/24	Progress Report detailing progress made towards Deliverable 19	\$37,600.00
Quarter 14: 1/1/25 – 2/14/25	Progress Report detailing progress made towards Deliverable 20	\$37,600.00
Quarter 15: 4/1/25 – 6/30/25	Progress Report detailing progress made towards Deliverable 21	\$37,633.00
Total Deliverables and Other Directs		\$673,480.00
Total Deliverables, Other Direct and Equipment		\$690,000.00



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

REGULAR AGENDA REQUEST

Print

MEETING DATE June 7, 2022

Departments: Public Works

TIME REQUIRED 10 minutes

PERSONS APPEARING BEFORE THE BOARD Paul Roten, Engineer

SUBJECT Resolution Adopting a List of Projects for Fiscal Year 2022-2023 Funded by SB1: The Road Repair and Accountability Act of 2017

AGENDA DESCRIPTION:

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

SB 1 requires Counties to adopt an 'RMRA Project List' by Resolution at a regular meeting of the Board of Supervisors, which must be submitted to the California Transportation Commission. The deadline for the 2022 submittal is July 1. This is a yearly requirement imposed upon Mono County to receive SB1 funds. Today's recommendation is for the Board to adopt the attached Resolution and project list and direct staff to submit it to the California Transportation Commission via the online CalSMART reporting system.

RECOMMENDED ACTION:

Adopt proposed resolution approving a list of road projects for FY2022-2023 funded by SB 1: The Road Repair and Accountability Act of 2017. Provide any desired direction to staff.

FISCAL IMPACT:

Mono County's portion of SB1/Road Maintenance and Rehabilitation Account (RMRA) revenue for 2022-2023 is currently estimated at \$2,262,032. The list of projects presented today are included in the Department's requested FY22-23 budget. The present SB1 balance is approximately \$3,750,000.

CONTACT NAME: Paul Roten

PHONE/EMAIL: 7909325440 / proten@mono.ca.gov

SEND COPIES TO:

csenior@mono.ca.gov

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[Staff Report SB1](#)

[Resolution SB1](#)

History

Time	Who	Approval
6/1/2022 2:35 PM	County Counsel	Yes
6/2/2022 5:06 PM	Finance	Yes
6/3/2022 4:26 PM	County Administrative Office	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 • www.monocounty.ca.gov

Date: June 7, 2022

To: Honorable Chair and Members of the Board of Supervisors

From: Paul Roten, County Engineer

Re: FY22-23 SB1 Road Maintenance and Rehabilitation Account (RMRA) Project List

Recommended Action:

Approve Resolution R22-__ adopting a list of projects for FY2022-2023 funded by SB 1: The Road Repair and Accountability Act of 2017.

Fiscal Impact:

Mono County's portion of SB1/Road Maintenance and Rehabilitation Account (RMRA) revenue for 2022-2023 is currently estimated at \$2,262,062. The list of projects presented today are included in the proposed FY22-23 budget. Our present SB1 balance is approximately \$3,750,000.

Background:

SB1 was adopted in 2017 and has since enabled road maintenance efforts and projects across the County Road system that would be impossible without the associated RMRA revenue.

Since its adoption, within Mono County, SB1 has been used to partially or fully fund the following projects, which have been completed:

- June Lake Village Pedestrian Safety Project – completed 2022
- Airport Road Rehabilitation – completed 2021
- Twin Lakes Road Maintenance – completed 2021
- Virginia Lakes Road Maintenance – completed 2021
- Road Division Crack Sealing – completed 2020/2021/2022
- Road Division Striping – completed 2021
- Eastside Lane Phase 1 Full Depth Reconstruction 1.7 miles – completed 2020
- Slurry Seal Mono City Streets and chip seal for Benton Crossing (Phase 1) Section A – completed 2019
- Road Rehabilitation South Landing Road and Hackney Drive – completed 2019
- Fog Seal and Stripe Bridgeport Streets, Lee Vining Streets, Chalfant Streets, Paradise Streets, Swall Meadows Streets, June Lake Streets, Lundy Lake Road, Crowley Lake Drive Owens Gorge Road, and Lower Rock Creek Road – completed 2018

The previously proposed and adopted RMRA-funded maintenance efforts and projects as shown on the attached resolution have been advanced over the last fiscal year and work will continue through the 2022/2023 fiscal year.

With our continued efforts at bringing our road systems up to a good pavement level, Benton Crossing Road has become a top priority for the following reasons:

- Low Pavement Management System rating,
- Continued road deterioration,
- Important connection between east Mono County and West Mono County,
- Important bicycle route (including the nationally recognized Gran Fondo),
- Large amount of public input.

Completing the task of improving this 30 mile road while continuing to maintain the remaining roads in Mono County is a significant task. To make the task more manageable and the financing more feasible, we have broken the Benton Crossing Road Project into the following sections:

- Section A 4.7 miles – Highway 395 to Benton Landfill turnoff
- Section B 10.6 miles – Benton Landfill turnoff to Waterson summit
- Section C 8 miles – from Waterson Summit 4 miles east to Wildrose summit
- Section D 7 miles – Wildrose summit to highway 120

We have allocated just over \$4,000,000 which will allow us to address Sections A and B. In an effort to identify funds for Sections C and D, we worked with staff from the Town of Mammoth Lakes to include the Benton Crossing Road Rehabilitation Phase1 project (Section D) within the 2022 STIP in the amount of \$5,079,000. Benton Crossing is a federalized road which allows it to be funded by Federal STIP funds. This allows us to have fully funded projects for Sections A, B, and D for a total of 23 miles. We will continue to work to obtain funding to complete the final section C.

In exchange for the use of the Town's portion of STIP funding for Benton Crossing Road, staff recommends the County include certain projects within the Town of Mammoth Lakes in the County's SB1 project List. These projects would provide access to, and improvements within, in the affordable housing project located on the parcel commonly known as the shady rest parcel. SB1 funds provide the flexibility needed to fund/support these projects. The Town of Mammoth Lakes Projects that will be partially or wholly funded with these SB1 funds, are listed in the Proposed Project list shown on the attached resolution and are considered a like-for-like exchange with the Town for the use of STIP funding to rehabilitate Benton Crossing Road.

In addition to continuing work on the previously proposed and adopted RMRA-funded maintenance efforts and projects that were identified last FY 2021/2022, in the coming FY 2022/2023 the Engineering Division and Roads Division of Public Works anticipates moving forward the Proposed Projects shown on the attached resolution for your approval.

SB 1 requires Counties to adopt an 'RMRA Project List' by Resolution at a regular meeting of the Board of Supervisors, which must be submitted to the California Transportation Commission. The deadline for the 2022 submittal is July 1. This is a yearly requirement imposed upon Mono County to receive SB1 funds. Today's recommendation is for the Board to adopt the attached Resolution and project list and direct staff to submit it to the California Transportation Commission via the online CalSMART reporting system.

Please contact me at 760.709.0427 or by email at proten@mono.ca.gov if you have any questions.

Respectfully submitted,



Paul Roten, P.E
County Engineer

Attachments: EXHIBIT A – RMRA Revenue and Estimates
 Resolution Adopting SB 1 RMRA Project List



R22-__

**A RESOLUTION OF THE MONO COUNTY
BOARD OF SUPERVISORS ADOPTING A LIST OF PROJECTS
FOR FISCAL YEAR 2022-2023 FUNDED BY
SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017**

WHEREAS, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and Signed into law by the Governor in April 2017 in order to address the significant multi-modal transportation funding shortfalls statewide; and

WHEREAS, SB 1 includes accountability and transparency provisions that will ensure the residents of our County are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year; and

WHEREAS, the County must adopt by resolution a list of projects proposed to receive fiscal year funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and

WHEREAS, the County, will receive an estimated \$2,262,032 in RMRA funding in Fiscal Year 2022-23 from SB 1; and

WHEREAS, this is the sixth year in which the County is receiving SB 1 funding and will enable the County to continue essential road maintenance and rehabilitation projects, safety improvements, repairing and replacing aging bridges, and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB 1; and

WHEREAS, the County has undergone a robust public process to ensure public input into our community's transportation priorities/the project list; and

WHEREAS, the County used a Pavement Management System to develop the SB 1 project list to ensure revenues are being used on the most high-priority and cost-effective projects that also meet the community's priorities for transportation investment; and

WHEREAS, the funding from SB 1 will help the County maintain and rehabilitate streets/roads, bridges and add active transportation infrastructure throughout the County this year and many similar projects into the future; and

WHEREAS, the 2020 California Statewide Local Streets and Roads Needs Assessment found that the County's streets and roads are in an "at-risk" condition and this revenue will help us increase the overall quality of our road system and over the next decade is expected to bring our streets and roads into a "good" condition; and

1 **WHEREAS**, without revenue from SB 1, Mono County would not have had the funding
2 to complete the proposed maintenance projects throughout the community; and

3 **WHEREAS**, if the Legislature and Governor failed to act, city streets and county roads
4 would have continued to deteriorate, having many and varied negative impacts on our
5 community; and

6 **WHEREAS**, maintaining and preserving the local street and road system in good
7 conditions will reduce drive times and traffic congestion, improve bicycle safety, and make the
8 pedestrian experience safer and more appealing, which leads to reduced vehicle emissions
9 helping the State achieve its air quality and greenhouse gas emissions reductions goals; and

10 **WHEREAS**, restoring roads before they fail also reduces construction time which results
11 in less air pollution from heavy equipment and less water pollution from site run-off; and

12 **WHEREAS**, the SB 1 project list and overall investment in our local streets and roads
13 infrastructure with a focus on basic maintenance and safety, investing in complete streets
14 infrastructure, and using modern technology, materials and practices, will have significant
15 positive co-benefits statewide.

16 **NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF
17 MONO FINDS, RESOLVES and ATTESTS** that:

18 1. The foregoing recitals are true and correct.

19 2. The following list of proposed projects will be funded in-part or solely with fiscal
20 year 2022-23 Road Maintenance and Rehabilitation Account revenues:

Proposed Projects		Project location	
Project Title	Project Description	Useful Life (est)	Estimated Schedule
1. Eastside Lane Rehabilitation Phase 2	Full Depth Road Rehabilitation along with drainage repairs – Hwy 395 to Offal Road and Cunningham Lane to Topaz Lane	Eastside Lane, Walker	
		30 years	01/2021-12/2024
2. Benton Crossing – Section A and B	Road Rehabilitation, to include slurry, cape seal, overlay or other measures to be determined during design, plus striping, signage, etc.	Highway 395 to Waterson Summit	
		20 years	03/2022-12/2026
3. Benton Crossing Phase 1 – Section D	Road Rehabilitation – Support for STIP project	Benton Crossing from Wildrose Summit to Highway 120	
		30 years	02/2022-12-2026
4. Guardrail Safety Project	Install / Improve guardrails in accordance to the County Systemic Safety Plan	Mono County as determined by SSARP	
		20 years	07/2021-6/2024

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Proposed Projects (continued)		Project location	
Project Title	Project Description	Useful Life (est)	Estimated Schedule
5. Edge line Striping Safety Project	Install / Improve Edgeline striping in accordance to the County Systemic Safety Plan	Mono County as determined by SSARP	
		20 years	07/2021-06/2024
6. Curve Signage Safety Project	Install / Improve guardrails in accordance to the County Systemic Safety Plan	Mono County as determined by SSARP	
		20 years	7/2021-06/2024
7. Chaparral Road Extension	Road extension will include sidewalks, storm drains, asphalt, and multi-use paths	northerly end of Chaparral to new segment of Tavern Road, Mammoth Lakes	
		20-30 years	7/2022-12/2022
8. Main Street Crosswalk Beacons	Project will provide replacement overhead flashing crosswalk beacons with advance warning signs at Laurel Mountain and Post Office. New crosswalk installation at Mountain Blvd with new sidewalk pedestrian ramps	Main St/SR203 intersection with Laurel, Post Office and Mountain Blvd, Mammoth Lakes	
		20 years	7/2022-12/2022
9. Laurel Mountain Sidewalks	Road construction including sidewalks, intersection lighting, storm drains, road reconstruction, and bike lanes	Laurel Mountain Road from Sierra Nevada to Main, Mammoth Lakes	
		20-30 years	7/2022-8/2023
10. Lee Vining Airport Maintenance	Runway Asphalt surface maintenance, Striping, light and appurtenances repairs	Lee Vining Airport	
		5 years	7/2021-06/2024
11. Bryant Field Airport Maintenance	Runway Asphalt surface maintenance, Striping, light and appurtenances repairs	Bryant Field Airport	
		5 years	7/2021-06/2024
12. Cunningham Lane Bridge Replacement	Repair or replace bridge, signage, guardrails, striping	Cunningham Lane Bridge	
			7/2021-12/2028
13. Larson Lane and Bridge Replacement	Repair or replace bridge, signage, guardrails, striping	Larson Lane Bridge	
			7/2021-12/2028
14. 2023 Pavement Preservation Project	Road maintenance and repairs (crack seal, slurry seal or fog seal, striping, sign replacement, etc.) Bridgeport Streets, Lee Vining Streets, Chalfant Streets, Paradise Streets, Swall Meadows Streets, June Lake Streets, Lundy Lake Road, Crowley Lake Drive Owens Gorge Road, and Lower Rock Creek Road and others if funding allows	See locations in description	
		5 years	02/2023-06/2024

3. The following previously proposed and adopted projects may utilize fiscal year 2022-23 Road Maintenance and Rehabilitation Account revenues in their delivery. With the relisting of these projects in the adopted fiscal year resolution, the County is reaffirming to the public and the State our intent to fund these projects with Road Maintenance and Rehabilitation Account revenues:

Previously proposed and adopted		Project location	
Project Title	Project Description	Est Useful Life	Estimated Schedule
1. Rock Creek Road Drainage Repairs	Repair road damage related to high groundwater under a section of road	Rock Creek Road near Mono-Inyo County Line	
		25-35 years	7/2021-6/2023
2. Long Valley Streets Rehabilitation PS&E and Construction Contingencies	Road Rehabilitation Project including partial and full depth pavement construction	Long Valley – including Crowley Lake, Sunny Slopes & portion Swall Meadows	
		10-25 years	6/2021-12/2022
3. Road Division Crack Sealing	Road maintenance and repairs (crack sealing, sign replacement, etc.)	Mono County	
		5 years	3/2022-6/2023
4. Bridge Maintenance Program	Implement bridge maintenance program Bundle 1 – concrete bridge deck maintenance	Antelope Valley, Bridgeport, Long Valley, etc	
		5 years	6/2021-6/2023
5. Road Division Crack Sealing	Road maintenance and repairs (crack sealing, sign replacement, etc.)	Mono County	
		5 years	3/2022-6/2023
6. 2022 Pavement Preservation	Rock Creek Rd, Mt Morrison Rd, Convict Lake Rd, Aspen Springs Ranch Rd, Gregory Lane, Larkspur Ln, Shanna Cr, Camp Antelope Rd, Patricia Lane	Long Valley – see description	
		5 years	5/2022-8/2022
7. Road Division Striping	Road maintenance Striping, including areas to improve safety for pedestrians and bicycles by improving or adding shoulder striping	Chalfant, Lee Vining, Bridgeport, Crowley	
		5 years	5/2022-6/2023

PASSED, APPROVED and ADOPTED this 7th day of June, 2022, by the following vote, to wit:

AYES:
NOES:
ABSENT:
ABSTAIN:

Bob Gardner, 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 June 7, 2022

Departments: Economic Development

TIME REQUIRED 30 minutes

SUBJECT California Department of Fish and Wildlife Update on Lactococcus Bacterial Outbreak

PERSONS APPEARING BEFORE THE BOARD

Russell Black, California Department of Fish and Wildlife (CDFW) - Inland Deserts Region 6

AGENDA DESCRIPTION:

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

Presentation by Russell Black, Senior Environmental Scientist Supervisor - Fisheries, from the California Department of Fish and Wildlife (CDFW) regarding Lactococcus outbreak in Black Rock and Fish Springs Hatcheries.

RECOMMENDED ACTION:

None, informational only. Provide direction to staff, as desired.

FISCAL IMPACT:

None.

CONTACT NAME: Russell Black

PHONE/EMAIL: 951-852-6386 / russell.black@wildlife.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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Staff Report
Press Release
FAQ

History

Time	Who	Approval
5/27/2022 2:31 PM	County Counsel	Yes

6/2/2022 3:58 PM

Finance

Yes

6/3/2022 4:24 PM

County Administrative Office

Yes



MONO COUNTY

ECONOMIC DEVELOPMENT and SPECIAL PROJECTS

P.O. BOX 603, MAMMOTH LAKES, CALIFORNIA 93546
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Jeff Simpson
Economic Development Manager
Jsimpson@mono.ca.gov
760-924-4634

STAFF REPORT

SUBJECT: California Department of Fish and Wildlife Update on Lactococcus Bacterial Outbreak

RECOMMENDATION: Receive California Department of Fish and Wildlife presentation by Russell Black, Senior Environmental Scientist Supervisor – Fisheries, California Department of Fish and Wildlife, Inland Deserts Region (6), regarding the recent Lactococcus outbreak in the Black Rock and Fish Springs Hatchery. Provide direction to staff.

BACKGROUND: On April 21, 2022, two California Department of Fish and Wildlife (CDFW) fish hatchery facilities in the eastern Sierra detected an outbreak of Lactococcus petauri, a naturally occurring bacteria that sickens fish. The affected facilities – Black Rock Hatchery and Fish Springs Hatchery – usually provide fish for stocking waterways in CDFW’s Inland Desert Region 6 (Mono County). Both facilities experienced a similar outbreak of Lactococcus in 2020, which led to the euthanization of approximately 3.2 million fish in order to stop the spread of disease. In lieu of depopulating the affected hatcheries this time, non-diseased fish will be stocked into high-use waters that are hydrologically connected to the affected hatcheries and have cold water. This will mean increased plants for some locations in Mono County and decreased plants for others.

This issue does not affect or impact the quantity or quality of fish that Mono County purchases annually through Desert Springs Trout Farm, located in Oregon.

FISCAL IMPACT: None.

News Room

Recent News Releases



New Bacterial Outbreak Confirmed At Two Eastern Sierra Fish Hatcheries

April 21, 2022



Two California Department of Fish and Wildlife (CDFW) fish hatchery facilities in the eastern Sierra have recently detected an outbreak of *Lactococcus petauri*, a naturally occurring bacteria that sickens fish. CDFW fishery managers are working to implement strategies that will help the facilities get the disease under control, without cancelling all trout plants prior to the traditional season opener on April 30.

The affected facilities – Black Rock Hatchery and Fish Springs Hatchery – usually provide fish for stocking waterways in CDFW’s [Inland Deserts Region](#). Both facilities experienced a similar outbreak of *Lactococcus garvieae* in 2020, which led to the euthanization of approximately 3.2 million fish in order to stop the spread of disease (*L. petauri* is molecularly very similar to *L. garvieae*; the general abbreviation for both strains is *Lactococcus spp.*).

Earlier this month, the four raceways that hold catchable fish at Black Rock Hatchery tested positive for the *Lactococcus* bacteria. This accounts for approximately 120,000 trout, which would normally be stocked throughout the fishing season. At Fish Springs Hatchery, all lots of catchable fish (approximately 550,000 trout) tested positive. The current outbreak is among fish that have already received one round of vaccination.

In lieu of depopulating the affected hatcheries, non-diseased fish will be stocked into high-use waters that are hydrologically connected to the affected hatcheries and have cold water. This will mean increased plants for some locations and decreased plants for others. Diseased fish will be euthanized and not planted.

“This is unfortunate timing, as it affects our planting efforts in the weeks before the opener, but all is not lost,” said CDFW Director Charlton H. Bonham. “Fortunately, we learned much from the 2020 outbreak, and we have more knowledge and better tools to fight the bacterium this time around. We also believe we can continue stocking, with some adjustments and careful monitoring.”

Prior to the 2020 outbreak of *Lactococcus*, which is similar to streptococcus, the bacterium had never before been detected in fish in California, and thus there were no known effective treatments to employ. CDFW put [three facilities under quarantine for more than a month](#), while pathologists and hatchery staff treated the affected fish. CDFW was successful in developing vaccines and continue to work on vaccine-related issues to improve efficiency.

Lactococcus spp. occurs naturally in the environment and is usually spread by movement of fish or eggs. CDFW’s fish pathologists believe that it may have been carried into the hatcheries by birds that picked it up from an environmental source. The current strain of bacteria is identical to one found in fish farms in central Mexico, which lends support to the hypothesis that birds using the pacific flyway are the likely vector for the spread of the bacteria. Fish that are infected with the bacterium can show symptoms including bulging eyes, lethargic or erratic swimming and increased mortality, or be asymptomatic and show no signs of infection depending on several factors including water temperature and stress. Fish-to-human transmission of this bacteria is rare and unlikely. As always, anglers should follow USDA recommendations on cooking fish to an internal temperature of 145 degrees F.

CDFW has initiated a phased priority stocking plan for the eastern Sierra. This plan will focus on planting high-use waters in southern Mono and northern Inyo counties. Similar to measures taken to handle the 2020 outbreak, CDFW will be investigating all available options to secure additional fish for increased planting opportunities, including redirecting fish plants from non-infected hatcheries.

Results of the latest testing at Hot Creek Hatchery indicate that the fish in that facility’s upper raceways are cleared for planting at this time.

For additional information, please see [CDFW’s frequently asked questions about the *Lactococcus spp.* outbreaks \(PDF\)](#) .

###

Media Contacts:

Russell Black, CDFW Inland Deserts Region, (951) 852-6386

Ken Kundargi, CDFW Fisheries Branch, (916) 508-7788

Kirsten Macintyre, CDFW Communications, (916) 849-1714

Categories: [Fisheries](#), [Fishing](#), [Hatcheries](#), [Wildlife Health](#)

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Frequently Asked Questions:

***Lactococcus garvieae* and *Lactococcus petauri* outbreaks in Southern California and Eastern Sierra fish hatcheries**

Updated April 2022

California Department of Fish and Wildlife (CDFW) hatcheries in Southern California and the eastern Sierra continue to fight bacterial outbreaks of *Lactococcus garvieae* and *Lactococcus petauri* (*Lactococcus spp.*) among some fish stocks. Prior to 2020 this disease was previously unknown in California, and CDFW staff have been trying multiple treatments and strategies to try to resolve the outbreaks since 2020. Consequently, CDFW has decided on a scientific approach to stock fish in accordance with fisheries biologists' recommendations. Diseased fish will be euthanized.

What is this bacterium, and how does it harm fish?

Lactococcus spp. are similar to *Streptococcus spp.* The bacterium has caused disease in freshwater and saltwater aquaculture facilities around the world, although 2020 was the first time it was detected in California. *Lactococcus spp.* can cause a blood-borne disease with symptoms including anorexia, bulging eyes with hemorrhaging around the edges, lethargic or erratic swimming, darkening of the skin, swollen abdomens and increased mortality. Infected fish may also show no signs of infection depending on several factors, including water temperature and stress.

When was the bacterium discovered, and which CDFW hatcheries are affected?

The *Lactococcus spp.* bacteria is known to be present in the U.S. but to date has only been identified in a handful of aquaculture facilities. It had not been found in California, either in aquaculture facilities or in the wild, prior to its discovery at the Mojave River Hatchery in late April 2020. That hatchery was immediately placed on quarantine. CDFW pathologists and hatchery staff have been battling the outbreak from late April 2020 to the present. CDFW pathologists identified *Lactococcus spp.* in the Fish Springs and Black Rock Fish hatcheries on June 25, 2020. Fish Springs and Black Rock hatcheries were immediately quarantined. Due to its proximity to the positive Eastern Sierra hatcheries, Hot Creek Hatchery was also quarantined. Extensive testing at Hot Creek Hatchery revealed it to be free of the bacteria and the quarantine was lifted on June 25, 2020.

After depopulation and cleaning of the three hatcheries as well as development of a series of new vaccines, all three hatcheries were cleared to begin repopulating and planting fish fall of 2021. Unfortunately, *Lactococcus spp.* was again discovered in April of 2022 at Black Rock and Fish Springs hatcheries as part of the enhanced testing enacted at the two facilities for larger fish that had not yet received the injection vaccination. Fish at Mojave River Hatchery have received the injection vaccination and continue to test negative.

Do we know the source of the original outbreak? How might it have come to California?

Pathologists do not know the source of the original outbreak at the three hatcheries. DNA analysis revealed that the strain is an exact DNA match to one found in fish farms in Central Mexico. Our current hypothesis is that it was carried into the hatchery by birds that picked it up from an environmental source as they utilized the pacific flyway. The presence of the bacteria has been confirmed in bird feces at the hatcheries.

Are bacterial outbreaks common among fish?

Disease outbreaks of different types are not uncommon in fish hatcheries. Most fish pathogens are present in the lakes and rivers of the state and come into hatcheries with the water. They only cause infection and disease when conditions such as elevated water temperatures or crowding stress tilt in their favor. Hatchery staff are trained to recognize sick fish and consult with CDFW veterinarians to treat illnesses as needed. What is unusual about this outbreak is that this pathogen is new in California. Further complicating the treatment of the fish is that the bacteria is resistant to most of the few antibiotics approved by the U.S. Food and Drug Administration for treating fish in aquaculture.

We have developed a two-stage vaccine that has shown to be effective in preventing significant disease outbreaks. The first stage is an immersion vaccination that is used on small fish. The immersion vaccination provides low-level immunity and is intended to give the fish resistance until they are large enough to receive a vaccine dose through an intramuscular injection (the second stage). The immersion vaccination only provides immunity for a short period of time so both vaccinations are needed to provide the highest level of protection.

What is CDFW doing to monitor for outbreaks in other hatcheries?

CDFW has a comprehensive fish health program. Hatchery staff observe their fish multiple times daily for signs that they are not well. Signs of illness include loss of appetite, darkening of their skin, change in behavior or elevated mortalities. When these signs are observed, the hatchery managers will call the CDFW Fish Health Laboratory to have a fish pathologist or veterinarian come to the hatchery and perform a diagnostic examination to determine the cause of the illness. The Fish Health Lab pathologists also perform routine examinations to confirm the well-being of fish at all CDFW fish hatcheries, even when no illness is apparent. This is how the infections at Black Rock Hatchery and Fish Springs Hatchery were identified (the bacteria were cultured from fish showing no obvious signs of disease).

Since the initial detections and repopulations of fish at the three hatcheries, CDFW has implemented an enhanced monitoring program to detect outbreaks prior to fish showing symptoms of disease.

How are you going to prevent reinfection of the fish you bring back to the hatchery?

The primary prevention method will be through implementation of the vaccination program. Fish at Mojave River Hatchery have received both the immersion and injection vaccine and have remained bacteria-free. The fish that tested positive at Black Rock and Fish Springs hatcheries had only received the immersion vaccine. Staff attempted to administer the injection vaccine this winter, however the cold weather caused difficulties with that process. With the warming weather juvenile fish that are slated for planting in 2023, and have already been given the immersion vaccine, will get the injection vaccine as soon as they are large enough.

What trout hatcheries do not have the bacteria?

There are currently seven other trout production hatcheries and two planting bases still in operation. These facilities mainly serve waters in the central and northern portions of the state from the west side of the Sierra Nevada mountains to the Pacific coast. Two of the seven hatcheries not currently under quarantine, Fillmore Hatchery and Mojave River Hatchery serve Southern California waters. However, Fillmore and Mojave are just coming back online after an extended closure due to infrastructure or *Lactococcus* issues, respectively. Fillmore and Mojave

are expected to have a limited number of fish to stockable size for the planting seasons in Southern California.

Where have scheduled fish plants been affected, due to this current outbreak?

Fish Springs and Black Rock hatcheries are responsible for stocking most of the waterways in the eastern Sierra and Southern California. The counties affected include:

- Inyo
- Mono

Fish will still be stocked in these counties in 2022 with the locations and stocking events dependent on availability, water temperature and connectivity.

Hot Creek Hatchery is conducting their normal plants to waters they serve in Inyo and Mono counties. Those waters include:

- Owens River Sections I, II and III
- Crowley Lake
- Pleasant Valley Reservoir
- Bishop Creek Lower
- Lone Pine Creek
- Diaz Lake

Can CDFW make up for the canceled plants with fish from non-infected hatcheries?

CDFW initiated a phased priority stocking plan for Eastern Sierra and Southern California. CDFW will focus on planting high-use hydrologically connected waters with surface water temperatures below 62 degrees F°. Over the last two years CDFW reallocated over one million fish to enhance angling opportunity, including planting over 30,000 sub-catchable brown trout and 125,000 sub-catchable rainbow trout from northern California hatcheries to Eastern Sierra waters. These fish are intended to be “put and grow” and available to anglers for the spring 2022 trout opener.

Why are some waters being stocked and some are not?

To prevent bacteria spread into new areas, CDFW will focus on planting high-use hydrologically connected waters with acceptably cool surface water temperatures from Black Rock and Fish Springs hatcheries. Waters that do not meet this criterion will be stocked from other facilities but on reduced basis based on priority and availability.

Are there concerns that infected hatchery fish could have been planted prior to detection of the bacteria?

While CDFW does not plant diseased fish, it's possible some locations were planted with fish carrying the bacteria but not showing any outward signs or symptoms of bacteria from these hatcheries prior to the confirmation of *Lactococcus spp.* This pathogen is known to occur in the environment in the Pacific Northwest, including in the Columbia River. It has also been found in fish hatcheries in Indiana, Missouri, North Carolina, the Northeast U.S. and Mexico.

Can humans or other animals get sick from this bacterium? Should people take extra precaution if eating fish they catch?

There is limited evidence *Lactococcus spp.* bacteria has been passed to humans, but fish-to-human transmission is extremely rare. Freshwater fish, including wild and hatchery trout, can carry several pathogens that could cause illness in people and dogs if consumed raw. As

always, anglers should follow USDA recommendations on cooking fish to an internal temperature of 145 degrees F° and no trout or salmon should be fed to dogs.

What is the long-term plan for hatchery repopulation and stocking?

Mojave River Hatchery has fish on hand to begin limited planting. Both Black Rock and Fish Springs have juvenile fish at the hatcheries that will be ready for planting at their normal planting locations starting in 2023.



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

REGULAR AGENDA REQUEST

Print

MEETING DATE June 7, 2022

TIME REQUIRED

SUBJECT Closed Session - Labor Negotiations

**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, Janet Dutcher, Bob Lawton, Patty Francisco, and Oliver Yee. 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 Correctional Deputy Sheriffs' Association. Unrepresented employees: All.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

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
5/30/2022 3:22 PM	County Counsel	Yes
5/12/2022 4:14 PM	Finance	Yes
6/3/2022 4:15 PM	County Administrative Office	Yes



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE June 7, 2022

TIME REQUIRED

SUBJECT Closed Session - Existing Litigation

**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. Paragraph (1) of subdivision (d) of Government Code section 54956.9. Name of cases: (1) *Ormat Technologies, Inc. v. Mono County Certified Unified Program Agency (CUPA), et al.* (Mono County Superior Court Case No. CV-210049); (2) *County of Mono v. Silver State Investors, LLC* (Mono County Superior Court Case No. 22UCM41).

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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History

Time	Who	Approval
5/30/2022 3:21 PM	County Counsel	Yes
5/26/2022 1:59 PM	Finance	Yes
6/3/2022 4:16 PM	County Administrative Office	Yes



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OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE June 7, 2022

TIME REQUIRED

SUBJECT Closed Session - Public Employee
Evaluation

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

PUBLIC EMPLOYEE PERFORMANCE EVALUATION. Government Code section 54957. Title: County Administrative Officer.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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History

Time	Who	Approval
6/1/2022 12:56 PM	County Counsel	Yes
6/2/2022 3:11 PM	Finance	Yes
6/3/2022 4:17 PM	County Administrative Office	Yes